

**ONTARIO
SUPERIOR COURT OF JUSTICE**

COMMERCIAL LIST

BETWEEN:

COMERICA BANK

APPLICANT

AND:

**ARXX BUILDING PRODUCTS INC.
ARXX CORPORATION
ARXX BUILDING PRODUCTS U.S.A. INC.
ECB HOLDINGS, LLC
APS HOLDINGS, LLC
UNISAS HOLDINGS, LLC
ECO-BLOCK INTERNATIONAL, LLC**

RESPONDENTS

**APPLICATION RECORD
(Returnable on December 9, 2013)**

McMILLAN LLP
Brookfield Place
181 Bay Street, Suite 4400
Toronto, ON, M5J 2T3

Brett Harrison LS#: 44336A
Tel: (416) 865-7932
Fax: (416) 865-7048

Lawyers for the Applicant

TO: **DAVIES LLP**
155 Wellington Street West
Toronto, ON M5V 3J7

Natasha MacParland
Tel: (416) 863-5567
Fax: (416) 863-0871
Email: nmacparland@dwpv.com

Lawyers for the Respondents

AND TO: **TORYS LLP**
79 Wellington Street West, 30th Floor
Box 270, TD Centre
Toronto, ON M5K 1N2

Attention: David Bish

Tel: (416) 865-7353
Fax: (416) 865-7380
Email: dbish@torys.com

Lawyers for Duff & Phelps Canada Restructuring Inc., the Receiver

AND TO: **EXPORT DEVELOPMENT CANADA**
150 Slater Street
Ottawa, ON K1A 1K3

Attention: Loans Services – Small Business Financing

Fax: (613) 598-2514
Email: SBF.loanservices@edc.ca

Attention: Asset Management

Fax: (613) 598-3186
Email: SBF.assetmanagement@edc.ca

AND TO: MINISTRY OF FINANCE (ONTARIO)

Legal Services Branch
33 King Street West, 6th Floor
Oshawa, ON L1H 8H5

Attention: Kevin O'Hara LL.M, Senior Counsel

Tel: (905) 433-6934
Fax: (905) 436-4510
Email: Kevin.Ohara@ontario.ca

AND TO: DEPARTMENT OF JUSTICE

The Exchange Tower
130 King Street West, Suite 3400
Toronto, ON M5X 1K6

Attention: Diane Winters

Tel: (416) 973-3172
Fax: (416) 973-0810
E-Mail: diane.winters@justice.gc.ca

INDEX

TABLE OF CONTENTS

Tab		Page No
1	Notice of Application returnable December 9, 2013	1
2	Affidavit of Michael Moore sworn December 6, 2013	24
A	Exhibit "A" - Corporate Organization Chart	36
B	Exhibit "B" - ARXX Corp. Annual Franchise Tax	39
C	Exhibit "C" - ARXX Inc. Corporate Search	42
D	Exhibit "D" - ARXX U.S.A. Annual Franchise Tax	51
E	Exhibit "E" - ECB Corporate Search	54
F	Exhibit "F" - APS Corporate Search	59
G	Exhibit "G" - UNISAS Corporate Search	64
H	Exhibit "H" - Eco-Block Corporate Search	69
I	Exhibit "I" - Loan Agreement	73
J	Exhibit "J" - Borrower GSA	197
K	Exhibit "K" - US Security Agreement	223
L	Exhibit "L" - ECB Security Agreement	243
M	Exhibit "M" - IP Security Agreements	268
N	Exhibit "N" - ARXX Inc. PPSA Searches	342
O	Exhibit "O" - ARXX Corp. PPSA Searches	381
P	Exhibit "P" - ARXX U.S.A. PPSA Searches	428
Q	Exhibit "Q" - ECB PPSA Searches	435
R	Exhibit "R" - APS PPSA Searches	457
S	Exhibit "S" - UniSAS PPSA Searches	473
T	Exhibit "T" - Eco-Block PPSA Searches	489
U	Exhibit "U" - Demand Letters	505
V	Exhibit "V" - Receiver Letter	528

TAB 1

Court File No. *CV-13-10353-OCCL*

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

BETWEEN:

COMERICA BANK

Applicant

- and -

**ARXX BUILDING PRODUCTS INC.
ARXX CORPORATION
ARXX BUILDING PRODUCTS U.S.A. INC.
ECB HOLDINGS, LLC
APS HOLDINGS, LLC
UNISAS HOLDINGS, LLC
ECO-BLOCK INTERNATIONAL, LLC**

Respondents

APPLICATION UNDER SECTION 243 OF THE *BANKRUPTCY AND
INSOLVENCY ACT* AND SECTION 101 OF THE
COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43, as amended.

NOTICE OF APPLICATION

TO THE RESPONDENTS:

A LEGAL PROCEEDING HAS BEEN COMMENCED by the applicant. The claim made by the applicant appears on the following page.

THIS APPLICATION will come on for a hearing on December 9, 2013, at 2:00 p.m., at 330 University Avenue, Toronto, Ontario.

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application, you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the Rules of Civil Procedure, serve it on the applicant's lawyer or, where the applicant does not have a lawyer, serve it on the applicant, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.


IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the applicant's lawyer or, where the applicant

does not have a lawyer, serve it on the applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but at least two days before the hearing.

IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO OPPOSE THIS APPLICATION BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date December 5, 2013

Issued by


Local registrar

Natasha Brown
Registrar

Address of court office 330 University Avenue
Toronto, ON M5G 1R7

TO: **ARXX BUILDING PRODUCTS INC.**
800 Division Street
Cobourg, ON K9A 5V2

Attention: Chief Financial Officer

Fax: 1.888.672.1729

AND TO: **ARXX CORPORATION**
ARXX BUILDING PRODUCTS U.S.A. INC.
ECB HOLDINGS, LLC
APS HOLDINGS, LLC
UNISAS HOLDINGS, LLC
ECO-BLOCK INTERNATIONAL, LLC
c/o ARXX Building Products Inc.
800 Division Street
Cobourg, ON K9A 5V2

Attention: Chief Financial Officer

Fax: 1.888.672.1729

AND TO: TORYS LLP
79 Wellington Street West, 30th Floor
Box 270, TD Centre
Toronto, ON M5K 1N2

Attention: David Bish

Tel: (416) 865-7353
Fax: (416) 865-7380
Email: dbish@torys.com

Lawyers for Duff & Phelps Canada Restructuring Inc., the Receiver

AND TO: EXPORT DEVELOPMENT CANADA
150 Slater Street
Ottawa, ON K1A 1K3

Attention: Loans Services – Small Business Financing

Fax: (613) 598-2514
Email: SBF.loanservices@edc.ca

Attention: Asset Management

Fax: (613) 598-3186
Email: SBF.assetmanagement@edc.ca

AND TO: MINISTRY OF FINANCE (ONTARIO)
Legal Services Branch
33 King Street West, 6th Floor
Oshawa, ON L1H 8H5

Attention: Kevin O'Hara LL.M, Senior Counsel

Tel: (905) 433-6934
Fax: (905) 436-4510
Email: Kevin.Ohara@ontario.ca

AND TO: DEPARTMENT OF JUSTICE
The Exchange Tower
130 King Street West, Suite 3400
Toronto, ON M5X 1K6

Attention: Diane Winters

Tel: (416) 973-3172
Fax: (416) 973-0810
E-Mail: diane.winters@justice.gc.ca

APPLICATION

1. THE APPLICANT, Comerica Bank (the “Applicant”) MAKES APPLICATION FOR:

- (a) an order under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “BIA”) and the *Courts of Justice Act*, R.S.O 1990, c. C. 43, as amended (the “CJA”) substantially in the form of the draft order attached as Schedule “A” to this Notice of Application, including, *inter alia*:
 - (i) abridging the time for service of the Notice of Application and Application Record herein, validating the service of such application material, and dispensing with service of such application material on interested parties not served;
 - (ii) appointing Duff & Phelps Canada Restructuring Inc. (“D&P”) as receiver and manager (in such capacities, the “Receiver”) pursuant to section 243 of the BIA and section 101 of the CJA, without security, of all of the assets, undertakings and properties of ARXX Building Products Inc., ARXX Corporation, ARXX Building Products U.S.A. Inc., ECB Holdings, LLC, APS Holdings, LLC, UNISAS Holdings, LLC and Eco-Block International, LLC; and
- (b) such further and other relief as counsel may advise and this Honourable Court deems just.

2. THE GROUNDS FOR THE APPLICATION ARE:

- (a) On September 24, 2010 ARXX Building Products Inc. (“ARXX”) as borrower, the Applicant, as lender, and the Respondents, ARXX Corporation, ARXX Building Products U.S.A. Inc., ECB Holdings, LLC, APS Holdings, LLC, UNISAS Holdings, LLC, and Eco-Block International, LLC, as guarantors (collectively, the “Guarantors”) entered into a loan agreement as amended by a First Amendment to Loan Agreement dated September 15, 2011, a Second Amendment to Loan Agreement dated November 3, 2011, a Third Amendment

to Loan Agreement dated February 9, 2012, a Fourth Amendment to Loan Agreement dated May 30, 2012, a Fifth Amendment to Loan Agreement dated October 17, 2012, a Sixth Amendment to Loan Agreement dated April 29, 2013, a Seventh Amendment to Loan Agreement dated October 28, 2013 (collectively, the "**Loan Agreement**");

- (b) Pursuant to the terms of the Loan Agreement, the Applicant agreed to extend to ARXX a revolving credit facility (the "**Credit Facility**") of up to US\$3,000,000 and a non-revolving term loan facility (the "**Term Facility**") of up to US\$2,500,000, and the Guarantors agreed to guarantee ARXX's obligations thereunder;
- (c) In accordance with the Loan Agreement, upon an event of default, as defined in the Loan Agreement, ARXX agreed to pay, at the option of the Applicant, all outstanding advances made under the Credit Facility and Term Facility;
- (d) Pursuant to a General Security Agreement dated September 24, 2010 (the "**GSA**"), ARXX granted in favour of the Applicant a first-ranking security interest in substantially all of ARXX's present and after-acquired personal property as security for all indebtedness howsoever arising (the "**Borrower Security**");
- (e) Pursuant to security agreements dated September 24, 2010, the Guarantors granted in favour of the Applicant a security interest in substantially all of the Guarantors' present and after-acquired personal property, including intellectual property security, as security for all indebtedness howsoever arising (the "**Guarantor Security**");
- (f) ARXX defaulted under the terms of the Loan Agreement;
- (g) The Loan Agreement and the GSA grant the Applicant the power to appoint a Receiver upon an event of default, as defined therein;

- (h) On November 27, 2013, the Applicant delivered demand letters and notices of its intention to enforce its security pursuant to Section 244 of the BIA to the Respondents;
- (i) The Respondents have insufficient funds to continue operating without additional borrowings from the Applicant, which the Applicant may be prepared to advance pursuant to receiver's certificates;
- (j) The appointment of a Receiver will safeguard the Borrower Security and the Guarantor Security and will provide time to determine whether a going concern sale transaction can be negotiated and closed on an expedited basis;
- (k) The Respondents are consenting to the relief sought;
- (l) D&P has consented to act as Receiver of the Respondents;
- (m) It is just and convenient to appoint a Receiver over the assets, properties and undertakings of the Respondents in order to protect the value of the estate for the interests of all stakeholders and to protect the interests of the Applicant under the Loan Agreement and in the Borrower Security and the Guarantor Security;
- (n) Section 9.1(1)(k) of the Loan Agreement;
- (o) Section 12.1(a) of the GSA;
- (p) Section 243 of the BIA;
- (q) Section 101 of the CJA;
- (r) Rules 2, 3, 14.05(2), 14.05(3)(g) and 38 of the *Rules of Civil Procedure*; and
- (s) Such further and other grounds as counsel may advise and this Honourable Court permit.

3. The following documentary evidence will be used at the hearing of the application:

- (a) The Affidavit of Michael Moore sworn December 6, 2013;
- (b) Such further and other materials as counsel may advise and this Honourable Court may permit.

December 5, 2013

McMILLAN LLP
Brookfield Place
181 Bay Street, Suite 4400
Toronto, Ontario
M5J 2T3

Brett Harrison LSUC#44336A:
Tel: 416.865.7932
Fax: 416.865.7048

Lawyers for the Applicant

Schedule "A"

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE

)

MONDAY, THE 9TH

JUSTICE

)

DAY OF DECEMBER, 2013

)

COMERICA BANK

Applicant

- and -

ARXX BUILDING PRODUCTS INC.
ARXX CORPORATION
ARXX BUILDING PRODUCTS U.S.A. INC.
ECB HOLDINGS, LLC
APS HOLDINGS, LLC
UNISAS HOLDINGS, LLC
ECO-BLOCK INTERNATIONAL, LLC

Respondents

ORDER

THIS APPLICATION made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing Duff & Phelps Canada Restructuring Inc. ("D&P") as receiver (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of ARXX Building Products Inc., ARXX Corporation, ARXX Building Products U.S.A. Inc., ECB Holdings, LLC, APS Holdings, LLC, UNISAS Holdings, LLC and Eco-Block International, LLC (collectively the "Debtor") acquired for, or used in relation to a business carried on by the Debtor, was heard this day at 330 University Avenue, Toronto, Ontario.

- 2 -

ON READING the affidavit of Michael Moore sworn December 6, 2013 and the Exhibits thereto and on hearing the submissions of counsel for the Applicant, no one appearing for counsel for the Respondents although duly served as appears from the affidavit of service of [NAME] sworn [DATE] and on reading the consent of Duff & Phelps Canada Restructuring Inc. to act as the Receiver,

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

2. THIS COURT ORDERS THAT the E-Service Protocol of the Commercial List (the "Protocol") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/to-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission.

APPOINTMENT

3. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, Duff & Phelps Canada Restructuring Inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "Property").

RECEIVER'S POWERS

4. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- 3 -

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect of the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;

- 4 -

- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (k) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$100,000, provided that the aggregate consideration for all such transactions does not exceed \$500,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, or any similar legislation having similar effect in any other applicable

- 5 -

jurisdiction, as the case may be, shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply.

- (m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have;
- (s) to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada; and

- 6 -

- (l) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

5. THIS COURT ORDERS that (i) the Debtor, (ii) all of the Debtor's current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, (iii) any supplier in possession of moulds ("Moulds"), inventory or other goods (jointly, "Inventory") owned by the Debtor and (iv) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

6. THIS COURT ORDERS that the release of any Moulds and Inventory that are the subject of a valid possessory lien shall be delivered to the Receiver on the basis that the holder of such a lien shall be entitled to a non-possessory lien against any proceeds of sale of such Moulds or Inventory with such non-possessory lien having the same priority and being equal in amount to the value of its possessory lien immediately prior to release of the Moulds or Inventory to the Receiver.

7. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that

- 7 -

nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

8. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

9. THIS COURT ORDERS that no proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

10. THIS COURT ORDERS that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

11. THIS COURT ORDERS that all rights and remedies against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

12. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

13. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to continue to purchase goods from the Respondents' suppliers, and continue to use the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

14. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "Post Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

15. THIS COURT ORDERS that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

16. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all

- 10 -

material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

17. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

18. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

19. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, and that the

- 11 -

Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "Receiver's Charge") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

20. THIS COURT ORDERS that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

21. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

22. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow from the Applicant, by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$500,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

- 12 -

23. THIS COURT ORDERS that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

24. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.

25. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

GENERAL

26. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

27. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

28. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

29. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within

proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

30. THIS COURT ORDERS THAT the Receiver be at liberty and is hereby authorized and empowered to apply as foreign representative to the United States Bankruptcy Court for relief pursuant to the *United States Bankruptcy Code*, 11 U.S.C. §§101-1330, as amended and if such relief is granted is authorized to take such other steps with respect thereto as it may deem appropriate from time to time.

31. THIS COURT ORDERS that the Applicant shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

32. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

SCHEDULE "A"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that Duff & Phelps Canada Restructuring Inc., the receiver (the "Receiver") of the assets, undertakings and properties ARXX Building Products Inc., ARXX Corporation, ARXX Building Products U.S.A. Inc., ECB Holdings, LLC, APS Holdings, LLC, UNISAS Holdings, LLC and Eco-Block International, LLC acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the 9th of December, 2013 (the "Order") made in an action having Court file number _____-CL-_____, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver

- 2 -

to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ____ day of December, 2013.

Duff & Phelps Canada Restructuring Inc., solely
in its capacity as Receiver of the Property, and
not in its personal capacity

Per: _____
Name:
Title:

COMERICA BANK
and ARXX BUILDING PRODUCTS INC et.
al.
Applicant Respondents

Court File No:
CV-13-103 SB OCL

**ONTARIO
SUPERIOR COURT OF JUSTICE -
COMMERCIAL LIST**

Proceeding commenced at Toronto

NOTICE OF APPLICATION

McMILLAN LLP
Brookfield Place
181 Bay Street, Suite 4400
Toronto, Ontario
M5J 2T3

Brett Harrison LSUC#44336A:
Tel: 416.865.7932
Fax: 416.865.7048

Lawyers for the Applicant

TAB 2

Court File No. CV-13-10353-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE**

COMMERCIAL LIST

BETWEEN:

COMERICA BANK

APPLICANT

AND:

**ARXX BUILDING PRODUCTS INC.
ARXX CORPORATION
ARXX BUILDING PRODUCTS U.S.A. INC.
ECB HOLDINGS, LLC
APS HOLDINGS, LLC
UNISAS HOLDINGS, LLC
ECO-BLOCK INTERNATIONAL, LLC**

RESPONDENTS

**AFFIDAVIT OF MICHAEL MOORE
(SWORN DECEMBER 6, 2013)**

I, Michael Moore, of 12 - 333 West Santa Clara Street, San Jose, CA, 95113 MAKE OATH
AND SAY:

1. I am Vice President of the Special Assets Group of Comerica Bank (the "Applicant") and as such have personal knowledge of the facts and matters hereinafter deposed to, except where the same are stated to be upon information and belief and as to these last-mentioned matters, I verily believe them to be true.

OVERVIEW

2. The Respondents, ARXX Building Products Inc. ("ARXX Inc."), ARXX Corporation ("ARXX Corp."), ARXX Building Products U.S.A. Inc. ("ARXX USA Inc."), ECB Holdings,

LLC ("ECB"), APS Holdings, LLC ("APS"), Unisas Holdings, LLC ("UNISAS"), and Eco-Block International, LLC ("Eco-Block" and along with ARXX Inc., ARXX Corp., ARXX USA Inc., ECB, APS, and UNISAS, the "ARXX Group") are indebted to the Applicant in the amount of US\$3,577,231.18 as at November 27, 2013 (exclusive of fees, costs and expenses) pursuant to a loan agreement dated September 24, 2010, as amended from time to time (the "Loan Agreement"). The Loan Agreement is described in further detail below.

3. The ARXX Group is in the business of the design and marketing of ICF building products (the "Business"). ICF stands for "Insulating Concrete Forms", which is a green, energy efficient technology used in residential and commercial construction. The Business is operated through ARXX Inc., an Ontario corporation, and ARXX USA Inc., a Delaware company which is a wholly-owned subsidiary of ARXX Inc. (ARXX Inc. and ARXX USA Inc. are collectively referred to hereafter as "ARXX"). ARXX's head office is located in Cobourg, Ontario.

4. ARXX appears to have been experiencing financial difficulties since the spring of 2013 and, since May 31, 2013 has been in default of the minimum monthly liquidity ratios required pursuant to the terms of the Loan Agreement. For the 10-month period ending October 31, 2013, ARXX's consolidated internal financial statements reflect year-to-date operating losses of approximately US\$2.3 million and a net loss of approximately US\$2.7 million. I am advised by Mike Hartnett, President and CEO of ARXX (the "CEO") and Josee Bertrand, Chief Financial Officer of ARXX (the "CFO"), that the ARXX Group attempted but was unable to raise funds from its current investor pool in order to bring ARXX Inc. into compliance with its financial covenants under the Loan Agreement.

5. I am advised by the CEO that in October 2013, the management of ARXX began the process of soliciting various parties who may be interested in purchasing the Business. An interested party (the "Interested Party") was identified in early October 2013 and ARXX's management began discussing the terms of a potential sale of the Business with the Interested Party. On November 12, 2013, the Interested Party delivered a letter of intent setting out the proposed terms of its purchase of the Business (the "Proposed Sale").

6. On October 28, 2013, the Applicant agreed to certain amendments to the Loan Agreement to set out the parameters pursuant to which the Applicant would be prepared to

forbear from enforcement of its security while ARXX ran a sales process. On November 28, 2013, the Applicant entered into a further agreement with ARXX Inc. in order to establish the relative priority of the Applicant's security and certain priority payables (generally for wages, statutory deductions, taxes, and other amounts for which the directors and officers of ARXX may be liable in the event of non-payment) with respect to the eventual distribution of the proceeds of the Proposed Sale or otherwise.

7. I am advised by the CEO that it became increasingly apparent to the ARXX Group that a sale of the Business, whether to the Interested Party or otherwise, would have to be facilitated through an insolvency proceeding. As such, I understand from the CEO that the ARXX Group recently engaged Duff & Phelps Canada Restructuring Inc. ("Duff & Phelps") to provide assistance in respect of the commencement of formal insolvency proceedings.

8. Preliminary cash-flow projections have been prepared and provided to the Applicant by ARXX. According to the projections, ARXX is insolvent and will not have sufficient operating cash to continue to operate in the normal course, dispose of its assets in an orderly way, or make payments to the Applicant after the week of December 9, 2013. I am further advised by the CEO that ARXX has no other source of funding so will no longer be able to operate after that date.

9. ARXX is entering its slow period and the value of the Applicant's collateral will decline significantly in the coming weeks. ARXX's efforts to enter into and close a sale transaction before year end have not succeeded.

10. In the circumstances, the Applicant seeks the appointment of Duff & Phelps as receiver and manager (collectively, "Receiver") to preserve and protect the value of the assets of the ARXX Group.

CORPORATE STRUCTURE OF THE ARXX GROUP

11. Attached hereto as Exhibit "A" is a copy of a corporate organization chart in respect of the ARXX Group.

12. ARXX Corp. is a Delaware corporation which was incorporated on May 14, 2003 under the laws of the State of Delaware and has its registered office at 1209 Orange Street,

Wilmington, DE. ARXX Corp. is the parent company of the ARXX Group. Attached hereto as **Exhibit "B"** is a copy of an annual franchise tax report in respect of ARXX Corp.

13. ARXX Inc. is an Ontario corporation which was formed pursuant to an amalgamation on January 3, 2008 under the *Business Corporations Act (Ontario)* and has its registered office at 800 Division Street, Cobourg, Ontario, K9A 5V2. Attached hereto as **Exhibit "C"** is a copy of a corporate search in respect of ARXX Inc. ARXX Inc. is a wholly-owned subsidiary of ARXX Corp.

14. ARXX USA Inc. is a Delaware corporation which was incorporated on December 15, 1997 under the laws of the State of Delaware and has its registered office at Suite 400, 2711 Centerville Road, Wilmington, DE. Attached hereto as **Exhibit "D"** is a copy of an annual franchise tax report in respect of ARXX USA Inc..

15. ECB is a Delaware limited liability company which was incorporated on September 2, 2008 under the laws of the State of Delaware and has its registered office at 1209 Orange Street, Wilmington, DE. Attached hereto as **Exhibit "E"** is a copy of a corporate search in respect of ECB.

16. APS is a Delaware limited liability company which was incorporated on May 21, 2008 under the laws of the State of Delaware and has its registered office at 1209 Orange Street, Wilmington, DE. Attached hereto as **Exhibit "F"** is a copy of a corporate search in respect of APS.

17. UNISAS is a Delaware limited liability company which was incorporated on June 23, 2008 under the laws of the State of Delaware and has its registered office at 1209 Orange Street, Wilmington, DE. Attached hereto as **Exhibit "G"** is a copy of a corporate search in respect of UNISAS.

18. Eco-Block is a Georgia limited liability company which was incorporated on March 29, 2005 under the laws of the State of Georgia and has its registered office at 800 Division Street, Cobourg, Ontario. Attached hereto as **Exhibit "H"** is a copy of a corporate search in respect of Eco-Block.

OPERATIONS AND ASSETS

19. The ARXX Group operates out of a leased premises located at 800 Division Street, Cobourg, Ontario (the "Ontario Office").

20. ARXX Inc. currently has 15 Canadian employees, including the CEO, and the CFO. I am advised by the CEO and CFO that this number is projected to be reduced as part of ARXX's planned headcount reductions. The CFO has also tendered her resignation and will be leaving ARXX effective December 16, 2013.

21. I am advised by the CEO that ARXX USA Inc. has 7 US employees, who all work from home offices. I am further advised by the CEO that ARXX's Canadian and US workforce is not unionized and that ARXX does not maintain any registered pension plans.

22. I am advised by the CEO that all of the ARXX Group's operations are managed out of the Ontario Office and that the ARXX Group maintains only a mailing office in the US.

23. ARXX's operating bank accounts are Canadian domiciled with the Applicant and are held through the Royal Bank of Canada. ARXX has one US domiciled bank account with the Applicant which I am advised by the CFO is used solely for payroll purposes for the US employees.

24. I understand that the majority of the ARXX Group's assets is comprised of the following:

- a. cash;
- b. inventory and equipment, including moulds used in the manufacturing process;
- c. accounts receivable;
- d. Canadian and US patents for concrete form walls;
- e. Canadian, US and international trademarks for "ARXX"; and
- f. US copyrights for "Blue Maxx--stronger, safer, superior: a product of AAB Building Systems, Inc."

25. I am advised by the CEO that a substantial amount of ARXX's inventory, including ARXX-owned moulds and tooling, is stored with ARXX's various suppliers in locations throughout North America. In this regard, ARXX purchases inventory (principally "webs" and foam) and stores such inventory at the locations of its various suppliers. Pursuant to supply agreements, ARXX product is manufactured at the locations of its suppliers, with the use of ARXX's moulds and tooling. The product ordered by ARXX's customers is then shipped from those supplier locations to ARXX's customers. The Applicant's collateral includes the inventory, tooling and moulds located at ARXX's suppliers.

26. I am advised by the CEO that ARXX Corp., ARXX USA Inc., ECB, APS, UNISAS and Eco-Block do not operate on a standalone basis and that they all rely on ARXX Inc. and the Ontario Office for all support and back office functions.

LOAN AGREEMENT AND SECURITY

27. On September 24, 2010 ARXX Inc., as borrower, the Applicant, as lender, and ARXX Corp., ARXX USA Inc., ECB, APS, UNISAS and Eco-Block, as guarantors (collectively, the "Guarantors") entered into the Loan Agreement. The Loan Agreement was amended by a First Amendment to Loan Agreement dated September 15, 2011, a Second Amendment to Loan Agreement dated November 3, 2011, a Third Amendment to Loan Agreement dated February 9, 2012, a Fourth Amendment to Loan Agreement dated May 30, 2012, a Fifth Amendment to Loan Agreement dated October 17, 2012, a Sixth Amendment to Loan Agreement dated April 29, 2013, a Seventh Amendment to Loan Agreement dated October 28, 2013 (the "Amendments"). Attached hereto as Exhibit "I" is a copy of the Loan Agreement along with the Amendments. All references to the Loan Agreement in this affidavit include the Amendments.

28. Pursuant to the terms of the Loan Agreement, the Applicant agreed to extend to ARXX Inc. a revolving credit facility (the "Credit Facility") of up to US\$3,000,000 and a non-revolving term loan facility (the "Term Facility") of up to US\$2,500,000, and ARXX Inc. agreed, among other things, to maintain a liquidity ratio ("Liquidity Ratio") of not less than 1:1.

29. As of November 27, 2013, ARXX Inc. was indebted to the Applicant in the amount of US\$3,577,231.18 (exclusive of fees, costs and expenses).

30. The Guarantors guaranteed ARXX Inc.'s obligations under the Loan Agreement.
31. On September 24, 2010, ARXX Inc. executed a General Security Agreement (the "**Borrower GSA**") in favour of the Applicant granting a security interest in substantially all of ARXX Inc.'s present and after-acquired personal property as security for all indebtedness howsoever arising. Attached hereto as **Exhibit "J"** is a copy of the Borrower GSA.
32. On September 24, 2010, ARXX Corp., ARXX USA Inc., APS, UNISAS, and Eco-Block executed a US Security Agreement and Interest Pledge (the "**US Security Agreement**") in favour of the Applicant granting a security interest in substantially all of the present and after-acquired personal property of ARXX Corp., ARXX USA Inc., APS, UNISAS, and Eco-Block as security for all indebtedness howsoever arising. Attached hereto as **Exhibit "K"** is a copy of the US Security Agreement.
33. On September 24, 2010, ECB executed a Canadian General Security Agreement (the "**ECB Security Agreement**") in favour of the Applicant granting a security interest in substantially all ECB's present and after-acquired personal property as security for all indebtedness howsoever arising. Attached hereto as **Exhibit "L"** is a copy of the ECB Security Agreement.
34. On September 24, 2010, the Guarantors each executed individual Intellectual Property Security Agreements (collectively, the "**IP Security Agreements**") in favour of the Applicant granting a security interest in substantially all of the Guarantors' intellectual property as security for all indebtedness howsoever arising. Attached hereto as **Exhibit "M"** are true copies of the IP Security Agreements.
35. With a view to perfecting and protecting the security granted by ARXX Inc., the Applicant registered the security interest created by the Borrower GSA, as follows:
- a. in the Personal Property Registry of Ontario Registration No. 20100920171815908790 for a term expiring September 20, 2018;
 - b. in the Personal Property Registry of Alberta Registration No. 10092022739 for a term expiring September 20, 2018;

- c. in the Register of Personal and Movable Real Rights of Quebec Registration for a term expiring September 29, 2020; and
- d. under the United States Uniform Commercial Code (the "UCC").

The results of on-line searches of the Personal Property Registry of Ontario, the Personal Property Registry of Alberta, the Register of Personal and Movable Real Rights of Quebec and the UCC evidencing the aforementioned registration are attached collectively as **Exhibit "N"**.

36. With a view to perfecting and protecting the security granted by ARXX Corp., the Applicant registered the security interest created by the US Security Agreement and IP Security Agreement, as follows:

- a. in the Personal Property Registry of Ontario Registration No. 20100920171615908789 for a term expiring September 20, 2018; and
- b. under the UCC.

The results of on-line searches of the Personal Property Registry of Ontario and the UCC evidencing the aforementioned registration are attached collectively as **Exhibit "O"**.

37. With a view to perfecting and protecting the security granted by ARXX USA Inc., the Applicant registered the security interest created by the US Security Agreement and IP Security Agreement with the Personal Property Registry of Ontario Registration No. 20100920171515908788 for a term expiring September 20, 2018. The results of an on-line search of the Personal Property Registry of Ontario evidencing the aforementioned registration is attached as **Exhibit "P"**.

38. With a view to perfecting and protecting the security granted by ECB, the Applicant registered the security interest created by the US Security Agreement, ECB Security Agreement and IP Security Agreement, as follows:

- a. in the Personal Property Registry of Ontario Registration No. 20100920171115908785 for a term expiring September 20, 2018;

- 9 -

- b. in the Register of Personal and Movable Real Rights of Quebec Registration for a term expiring September 29, 2020; and
- c. under the UCC.

The results of on-line searches of the Personal Property Registry of Ontario, the Register of Personal and Movable Real Rights of Quebec and the UCC evidencing the aforementioned registration are attached collectively as **Exhibit "Q"**.

39. With a view to perfecting and protecting the security granted by APS, the Applicant registered the security interest created by the US Security Agreement and IP Security Agreement, as follows:

- a. in the Personal Property Registry of Ontario Registration No. 20100920170915908784 for a term expiring September 20, 2018; and
- b. under the UCC.

The results of on-line searches of the Personal Property Registry of Ontario and the UCC in respect of the Applicant evidencing the aforementioned registration are attached collectively as **Exhibit "R"**.

40. With a view to perfecting and protecting the security granted by UNISAS, the Applicant registered the security interest created by the US Security Agreement and IP Security Agreement, as follows:

- a. in the Personal Property Registry of Ontario Registration No. 20100920170815908783 for a term expiring September 20, 2018; and
- b. under the UCC.

The results of on-line searches of the Personal Property Registry of Ontario and the UCC evidencing the aforementioned registrations are attached collectively as **Exhibit "S"**.

41. With a view to perfecting and protecting the security granted by Eco-Block, the Applicant registered the security interest created by the US Security Agreement and IP Security Agreement, as follows:

- a. in the Personal Property Registry of Ontario Registration No. 20100920170615908782 for a term expiring September 20, 2018; and
- b. under the UCC.

The results of on-line searches of the Personal Property Registry of Ontario and the UCC evidencing the aforementioned registrations are attached collectively as **Exhibit "T"**.

42. Export Development Bank of Canada has guaranteed payment of a portion of the amounts outstanding under the Term Facility and the Credit Facility pursuant to the terms of approval letters dated February 28, 2012 and May 24, 2013.

FINANCIAL DIFFICULTIES AND DEFAULT

43. ARXX Inc. has been in default under the terms of the Loan Agreement as a result of its failure to comply with the minimum Liquidity Ratio requirements set forth in Section 6.7(b) of the Loan Agreement since May 31, 2013. Failure to maintain the Liquidity Ratio constitutes an event of default pursuant to the terms of the Loan Agreement. Upon the occurrence of an event of default, the Applicant may, at its election, declare all outstanding amounts under the Credit Facility and Term Facility immediately due and payable.

44. On November 27, 2013, demands for payment and notices of intention to enforce security pursuant to section 244 of the *Bankruptcy and Insolvency Act* (the "BIA") were delivered by the Applicant to ARXX Inc. and the Guarantors. Attached hereto collectively as **Exhibit "U"** are true copies of the demand letters and notices of intention to enforce security sent to ARXX Inc. and the Guarantors.

45. ARXX Inc. and the Guarantors have failed to pay the amount owing under the Credit Facility and Term Facility.

46. The ARXX Group has consented to the Applicant's early enforcement of the Loan Agreement and the security.

47. According to ARXX's accounts payable records, unsecured creditors of the ARXX Group as at November 25, 2013 were owed approximately US\$2 million, the majority of which is owed to trade suppliers. These obligations are significantly aged - approximately 48% of these obligations are past due. I am informed by Michael Hartnett that, as a result of the ageing of vendor obligations, numerous trade vendors, including inventory suppliers and freight companies, have either suspended supply or threatened to do so.

48. The Applicant has acted in good faith and worked with the Respondents in order to address their liquidity issues, but given that the Respondents would need to cease operations due to lack of financing, the Applicant believes that it is time for the appointment of a Receiver to see if there can be a going concern sale of the Business and, if that is not possible, to supervise an orderly wind-down. In this regard, I understand that Duff & Phelps, if appointed, intends to shortly return to Court for approval of a sale process to be carried out under the supervision of this Court.

49. Attached hereto as Exhibit "V" is a true copy of a letter from David Sieradzki of Duff & Phelps confirming that Duff & Phelps consents to act as Receiver of ARXX Inc. and the Guarantors.

50. I make this Affidavit in support of the application to appoint a Receiver of the property, assets and undertakings of ARXX Inc. and the Guarantors.

SWORN BEFORE ME at the City of _____)
this 6th day of December, 2013.)

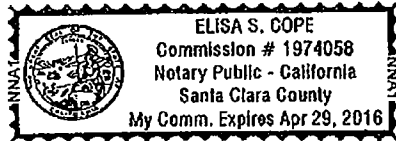
SEE ATTACHED)
A commissioner for taking affidavits)
for ♦)


MICHAEL MOORE

State of California
County of SANTA CLARA

Subscribed and sworn to (or affirmed) before me on this 9TH
day of DEC. 9, 2013, by MICHAEL MOORE

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature Elisa S. Cope

TAB A

This is Exhibit "A" referred to in the
affidavit of Michael Moore made before me
on this ____ day of December, 2013

SEE ATTACHED

A commissioner for taking affidavits
for

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SANTA CLARA

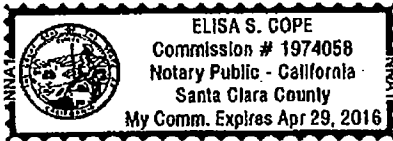
On DEC. 9, 2013 before me, ELISA S. COPE, NOTARY PUBLIC

personally appeared MICHAEL MOORE

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Elisa S. Cope
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

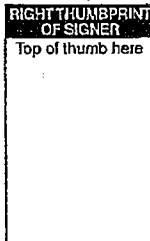
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

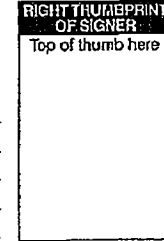
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



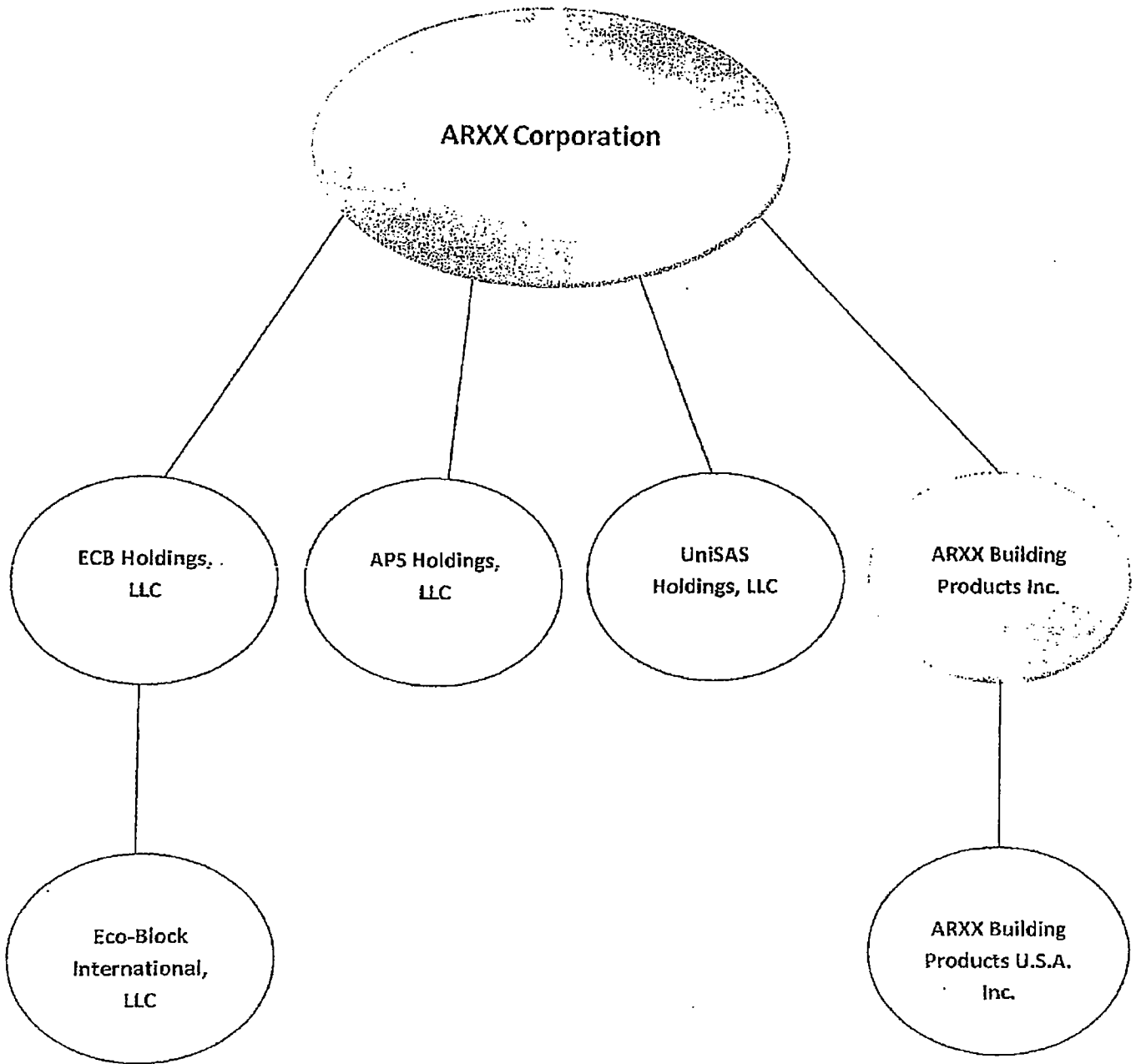
Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____



TAB B

This is Exhibit "B" referred to in the
affidavit of Michael Moore made before me
on this _____ day of December, 2013

SEE ATTACHED

A commissioner for taking affidavits
for

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SANTA CLARA

On DEC. 9, 2013 before me, ELISA S. COPE, NOTARY PUBLIC
Date Here insert Name and Title of the Officer

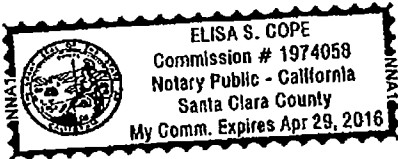
personally appeared MICHAEL MOORE
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Elisa S. Cope
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

State of Delaware Annual Franchise Tax Report

<small>CORPORATION NAME</small> ARXX CORPORATION			<small>TAX YR.</small> 2012																									
<small>FILE NUMBER</small> 3658386	<small>INCORPORATION DATE</small> 2003/05/14	<small>RENEWAL/REUOCATION DATE</small> 2013/03/02																										
<small>PRINCIPAL PLACE OF BUSINESS</small> 800 DIVISION STREET		<small>PHONE NUMBER</small> 800/293-3210 ext: 264																										
COBOURG ONTARIO K9A 5V2 CANADA																												
<small>REGISTERED AGENT</small> THE CORPORATION TRUST COMPANY			<small>AGENT NUMBER</small> 9000010																									
CORPORATION TRUST CENTER 1209 ORANGE ST WILMINGTON DE 19801																												
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;"><small>BEGIN DATE</small></th> <th style="width: 15%;"><small>AUTHORIZED STOCK END DATE</small></th> <th style="width: 15%;"><small>DESIGNATION/ STOCK CLASS</small></th> <th style="width: 15%;"><small>NO. OF SHARES</small></th> <th style="width: 15%;"><small>PAR VALUE/ SHARE</small></th> </tr> </thead> <tbody> <tr> <td>2012/10/17</td> <td></td> <td>COMMON</td> <td style="text-align: right;">35,000,000</td> <td style="text-align: right;">.000100</td> </tr> <tr> <td></td> <td></td> <td>PREFERRED</td> <td style="text-align: right;">22,000,000</td> <td style="text-align: right;">.000100</td> </tr> <tr> <td>2011/10/14</td> <td>2012/10/17</td> <td>COMMON</td> <td style="text-align: right;">197,643,866</td> <td style="text-align: right;">.000100</td> </tr> <tr> <td></td> <td></td> <td>PREFERRED</td> <td style="text-align: right;">172,926,326</td> <td style="text-align: right;">.000100</td> </tr> </tbody> </table>				<small>BEGIN DATE</small>	<small>AUTHORIZED STOCK END DATE</small>	<small>DESIGNATION/ STOCK CLASS</small>	<small>NO. OF SHARES</small>	<small>PAR VALUE/ SHARE</small>	2012/10/17		COMMON	35,000,000	.000100			PREFERRED	22,000,000	.000100	2011/10/14	2012/10/17	COMMON	197,643,866	.000100			PREFERRED	172,926,326	.000100
<small>BEGIN DATE</small>	<small>AUTHORIZED STOCK END DATE</small>	<small>DESIGNATION/ STOCK CLASS</small>	<small>NO. OF SHARES</small>	<small>PAR VALUE/ SHARE</small>																								
2012/10/17		COMMON	35,000,000	.000100																								
		PREFERRED	22,000,000	.000100																								
2011/10/14	2012/10/17	COMMON	197,643,866	.000100																								
		PREFERRED	172,926,326	.000100																								
<small>OFFICER</small>																												
<small>NAME</small> MICHAEL HARTNETT	<small>STREET/CITY/STATE/ZIP</small> 800 DIVISION STREET COBOURG ONTARIO K9A 5V2 CANADA	<small>TITLE</small> EXECUTIVE CHAIRMAN																										
<small>DIRECTORS</small>																												
<small>NAME</small> MICHAEL HARTNETT	<small>STREET/CITY/STATE/ZIP</small> 800 DIVISION STREET COBOURG ONTARIO K9A 5V2 CANADA																											
<small>NAME</small> MICHAEL DEROSA	<small>STREET/CITY/STATE/ZIP</small> 800 DIVISION STREET COBOURG ONTARIO K9A 5V2 CANADA																											
<small>NAME</small> NEIL CAMERON	<small>STREET/CITY/STATE/ZIP</small> 800 DIVISION STREET COBOURG ONTARIO K9A 5V2 CANADA																											
<small>NAME</small> DAVID ASARNOW	<small>STREET/CITY/STATE/ZIP</small> 800 DIVISION STREET COBOURG ONTARIO K9A 5V2 CANADA																											
Total number of directors: 4																												
<p><i>NOTICE: Pursuant to 8 Del. C. 502(b), If any officer or director of a corporation required to make an annual franchise tax report to the Secretary of State shall knowingly make any false statement in the report, such officer or director shall be guilty of perjury.</i></p>																												
<small>AUTHORIZED BY (OFFICER, DIRECTOR OR INCORPORATOR)</small> JOSEE BERTRAND	<small>DATE</small> 2013-03-08	<small>TITLE</small> CFO																										
800 DIVISION STREET COBOURG ONTARIO K9A 5V2 CANADA																												

TAB C

This is Exhibit "C" referred to in the affidavit of Michael Moore made before me on this ____ day of December, 2013

SEE ATTACHED

A commissioner for taking affidavits
for

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SANTA CLARA

On DEC. 9, 2013 before me, ELISA S. COPE, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared MICHAEL MOORE
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Elisa S. Cope*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

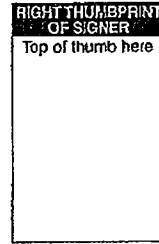
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Request ID: 015938500
 Transaction ID: 52755248
 Category ID: UNVE

Province of Ontario
 Ministry of Government Services

Date Report Produced: 2013/11/27
 Time Report Produced: 11:51:38
 Page: 1

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Amalgamation Date
1756289	ARXX BUILDING PRODUCTS INC.	2008/01/03
		Jurisdiction
		ONTARIO
Corporation Type	Corporation Status	Former Jurisdiction
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE
Registered Office Address		Date Amalgamated
800 DIVISION ST.		NOT APPLICABLE
		Amalgamation Ind.
		A
		New Amal. Number
		NOT APPLICABLE
		Notice Date
		NOT APPLICABLE
		Letter Date
		NOT APPLICABLE
Mailing Address		Revival Date
155 WELLINGTON STREET WEST		NOT APPLICABLE
		Continuation Date
		NOT APPLICABLE
		Transferred Out Date
		NOT APPLICABLE
		Cancel/Inactive Date
		NOT APPLICABLE
		EP Licence Eff.Date
		NOT APPLICABLE
		EP Licence Term.Date
		NOT APPLICABLE
		Date Commenced In Ontario
		NOT APPLICABLE
		Date Ceased In Ontario
		NOT APPLICABLE
Activity Classification	Number of Directors	
NOT AVAILABLE	Minimum Maximum	
	00001 00010	

45

Request ID: 015938500
Transaction ID: 52755248
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2013/11/27
Time Report Produced: 11:51:38
Page: 2

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

1756289

ARXX BUILDING PRODUCTS INC.

Corporate Name History

Effective Date

ARXX BUILDING PRODUCTS INC.

2008/01/03

Current Business Name(s) Exist:

NO

Expired Business Name(s) Exist:

NO

Amalgamating Corporations

Corporation Name

Corporate Number

ARXX ACQUISITION CORP.

2155490

ARXX BUILDING PRODUCTS INC.

1273304

Request ID: 015938500
Transaction ID: 52755248
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2013/11/27
Time Report Produced: 11:51:38
Page: 3

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

1756289

ARXX BUILDING PRODUCTS INC.

Administrator:
Name (Individual / Corporation)

Address

DAVID
ASARNOW

800 DIVISION ST

COBOURG
ONTARIO
CANADA K9A 5V2

Date Began
2011/11/15

First Director
NOT APPLICABLE

Designation
DIRECTOR

Officer Type

Resident Canadian
N

Administrator:
Name (Individual / Corporation)

Address

JOSEE
BERTRAND

800 DIVISION ST

COBOURG
ONTARIO
CANADA K9A 5V2

Date Began
2009/06/23

First Director
NOT APPLICABLE

Designation
OFFICER

Officer Type

Resident Canadian

SECRETARY

Request ID: 015938500
 Transaction ID: 52755248
 Category ID: U/E

Province of Ontario
 Ministry of Government Services

Date Report Produced: 2013/11/27
 Time Report Produced: 11:51:38
 Page: 4

CORPORATION PROFILE REPORT

Ontario Corp Number

1756289

Corporation Name

ARXX BUILDING PRODUCTS INC.

Administrator:
 Name (Individual / Corporation)

JOSEE
 BERTRAND

Address

800 DIVISION ST

 COBOURG
 ONTARIO
 CANADA K9A 5V2

Date Began

2009/06/23

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

CHIEF FINANCIAL OFFICER Y

Resident Canadian

Administrator:
 Name (Individual / Corporation)

JOSEE
 BERTRAND

Address

800 DIVISION ST

 COBOURG
 ONTARIO
 CANADA K9A 5V2

Date Began

2013/04/11

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

Y

Request ID: 015938500
Transaction ID: 52755248
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2013/11/27
Time Report Produced: 11:51:38
Page: 5

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

1756289

ARXX BUILDING PRODUCTS INC.

Administrator:
Name (Individual / Corporation)

Address

MICHAEL

800 DIVISION ST

DEROSA

COBOURG
ONTARIO
CANADA K9A 5V2

Date Began

First Director

2008/01/03

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

DIRECTOR

N

Administrator:
Name (Individual / Corporation)

Address

MICHAEL

800
DIVISION STREET

HARTNETT

COBOURG
ONTARIO
CANADA K9A 3J7

Date Began

First Director

2012/11/05

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

DIRECTOR

N

49

Request ID: 015938500
Transaction ID: 52755248
Category ID: UNE

Province of Ontario
Ministry of Government Services

Date Report Produced: 2013/11/27
Time Report Produced: 11:51:38
Page: 6

CORPORATION PROFILE REPORT

Ontario Corp Number

1756289

Corporation Name

ARXX BUILDING PRODUCTS INC.

Administrator:
Name (Individual / Corporation)

MICHAEL
HARTNETT

Address

800
DIVISION STREET
COBOURG
ONTARIO
CANADA K9A 3J7

Date Began

2012/11/05

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

PRESIDENT

Resident Canadian

N

Administrator:
Name (Individual / Corporation)

MICHAEL
HARTNETT

Address

800
DIVISION STREET
COBOURG
ONTARIO
CANADA K9A 3J7

Date Began

2012/11/05

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

CHIEF EXECUTIVE OFFICER

Resident Canadian

N

SD

Request ID: 015938500
Transaction ID: 52755248
Category ID: UNE

Province of Ontario
Ministry of Government Services

Date Report Produced: 2013/11/27
Time Report Produced: 11:51:38
Page: 7

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

1756289

ARXX BUILDING PRODUCTS INC.

Last Document Recorded

Act/Code	Description	Form	Date
CIA	ANNUAL RETURN 2012	1C	2013/06/29 (ELECTRONIC FILING)

THIS REPORT SETS OUT THE MOST RECENT INFORMATION FILED BY THE CORPORATION ON OR AFTER JUNE 27, 1982, AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. ALL PERSONS WHO ARE RECORDED AS CURRENT DIRECTORS OR OFFICERS ARE INCLUDED IN THE LIST OF ADMINISTRATORS.
ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE

The issuance of this report in electronic form is authorized by the Ministry of Government Services.

TAB D

This is Exhibit "D" referred to in the
affidavit of Michael Moore made before me
on this ____ day of December, 2013

SEE ATTACHED

A commissioner for taking affidavits
for

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SANTA CLARA

On DEC. 9, 2013 before me,

ELISA S. COPE, NOTARY PUBLIC
Here Insert Name and Title of the Officer

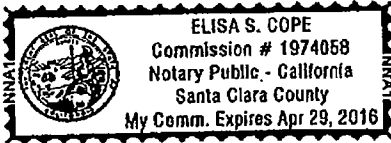
personally appeared

MICHAEL MOORE
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature *Elisa S. Cope*
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

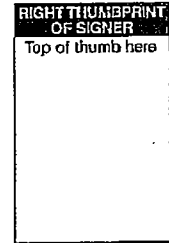
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

State of Delaware

Annual Franchise Tax Report

<small>CORPORATION NAME</small>			<small>TAX YR.</small>
ARXX BUILDING PRODUCTS U.S.A. INC.			2012
<small>FILE NUMBER</small>	<small>INCORPORATION DATE</small>	<small>RENEWAL/REVOCATION DATE</small>	
2833731	1997/12/15	2013/03/02	
<small>PRINCIPAL PLACE OF BUSINESS</small>			<small>PHONE NUMBER</small>
800 DIVISION STREET			800/293-3210 ext: 264
COBOURG ONTARIO K9A 5V2 CANADA			
<small>REGISTERED AGENT</small>			<small>AGENT NUMBER</small>
CORPORATION SERVICE COMPANY			9000014
2711 CENTERVILLE RD STE 400			
WILMINGTON		DE 19808	
<small>BEGIN DATE</small>	<small>AUTHORIZED STOCK END DATE</small>	<small>DESIGNATION/ STOCK CLASS</small>	<small>NO. OF SHARES</small>
1997/12/15		COMMON	1,000
			1.000000
<small>OFFICER</small>	<small>NAME</small>	<small>STREET/CITY/STATE/ZIP</small>	<small>TITLE</small>
MICHAEL HARTNETT			
800 DIVISION STREET			CEO
COBOURG ONTARIO K9A 5V2 CANADA			
<small>DIRECTORS</small>	<small>NAME</small>	<small>STREET/CITY/STATE/ZIP</small>	
MICHAEL HARTNETT			
800 DIVISION STREET			
COBOURG ONTARIO K9A 5V2 CANADA			
MICHAEL DEROSA			
800 DIVISION STREET			
COBOURG ONTARIO K9A 5V2 CANADA			
DAVID ASARNOW			
800 DIVISION STREET			
COBOURG ONTARIO K9A 5V2 CANADA			
CHARLES VASLET			
800 DIVISION STREET			
COBOURG ONTARIO K9A 5V2 CANADA			
Total number of directors: 4			
<i>NOTICE: Pursuant to 8 Del. C. 502(b), If any officer or director of a corporation required to make an annual franchise tax report to the Secretary of State shall knowingly make any false statement in the report, such officer or director shall be guilty of perjury.</i>			
<small>AUTHORIZED BY (OFFICER, DIRECTOR OR INCORPORATOR)</small>	<small>DATE</small>	<small>TITLE</small>	
JOSEE BERTRAND			
800 DIVISION STREET			CFO
			2013-03-08
COBOURG ONTARIO K9A 5V2 CANADA			

TAB E

This is Exhibit "E" referred to in the
affidavit of Michael Moore made before me
on this ____ day of December, 2013

SEE ATTACHED

A commissioner for taking affidavits
for

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SANTA CLARA

On DEC. 9, 2013
Date

before me,

ELISA S. COPE, NOTARY PUBLIC
Here Insert Name and Title of the Officer

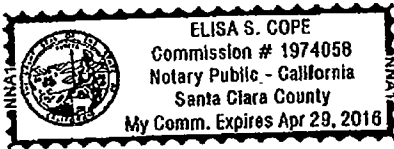
personally appeared

MICHAEL MOORE
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature [Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

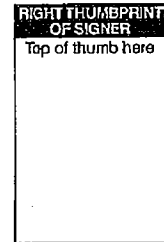
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



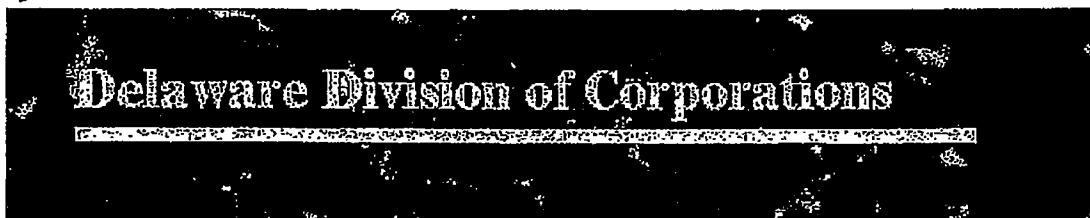
Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____



*** This data is for information purposes only. Certification can only be obtained through the Division of Corporations or from a Delaware Registered Agent's office located within the State of Delaware. ***

Corporation Information

File Number: 4594765 Delaware Company

Corp Name: ECB HOLDINGS, LLC

Kind: Ltd. Liability Company Status: Good Standing 11-03-2009
 Corp Type: General Tax Type: Annual L.L.C. Tax
 Residency: Domestic State: DE Country: US
 Incorp Date: 09-02-2008 Proclaim Date:
 Renew Date: Expire Date:
 Bankruptcy: Bankrupt Date: State: Case No:
 Orig Country: Orig Incorp: State:
 Merged To: State:
 Federal ID: Qtly: Last Ann Rpt:

Agent Information

Reg Agent: 9000010 THE CORPORATION TRUST COMPANY New Castle
 Address: CORPORATION TRUST CENTER Phone: 302-658-7581
 1209 ORANGE ST Fax: 302-655-2480
 City: WILMINGTON State: DE Zip: 19801

Stock Information

Amend: Start: Time:

Seq	Description	Cls	Ser	Authorized	Par Value
-----	-------------	-----	-----	------------	-----------

Total of Entries:

Filing History (Last 5 Filings)

Seq	Year	Doc	Description	Pages	Filing Date	Filing Time	Eff Date
1	2008	0102Y	Register L.L.C.	1	09-02-2008	17:36	09-02-2008

Prev Name:

Prev Name:

Prev Name:

Prev Name:

Prev Name:

Tax Information

Tax Balance Due As of 12-02-2013 .00

	Year 2012	Year 2011	Year 2010
Filing:	.00	.00	.00
Tax:	250.00	250.00	250.00
Penalty:	.00	.00	.00
Interest:	.00	.00	.00
Other:	.00	.00	.00
Paid:	250.00	250.00	250.00

ECB HOLDINGS, LLC Basic Data

Balance: .00 .00 .00

[Back](#)

TAB F

This is Exhibit "F" referred to in the
affidavit of Michael Moore made before me
on this _____ day of December, 2013

SEE ATTACHED

A commissioner for taking affidavits
for

60

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

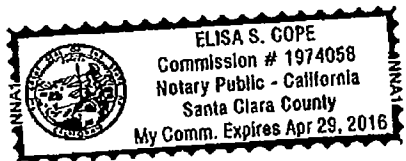
State of California

County of SANTA CLARA

On DEC. 9, 2013 before me, ELISA S. COPE, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared MICHAEL MOORE
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies); and that by his/her/their signature(s) on the instrument the person(s); or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Elisa S. Cope
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

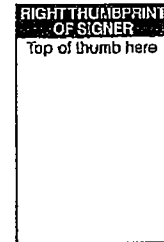
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

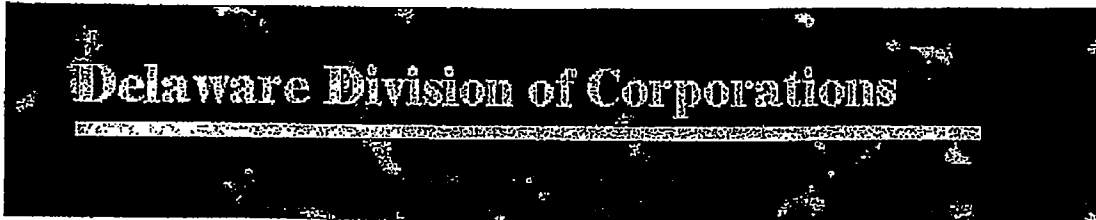
Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

61



*** This data is for information purposes only. Certification can only be obtained through the Division of Corporations or from a Delaware Registered Agent's office located within the State of Delaware. ***

Corporation Information

File Number: 4550577 Delaware Company

Corp Name: APS HOLDINGS, LLC

Kind: Ltd. Liability Company Status: Good Standing 11-03-2009
 Corp Type: General Tax Type: Annual L.L.C. Tax
 Residency: Domestic State: DE Country: US
 Incorp Date: 05-21-2008 Proclaim Date:
 Renew Date: Expire Date:

Bankruptcy: Bankrupt Date: State: Case No:

Orig Country: Orig Incorp: State:

Merged To: State:

Federal ID: Qtly: Last Ann Rpt:

Agent Information

Reg Agent: 9000010 THE CORPORATION TRUST COMPANY New Castle
 Address: CORPORATION TRUST CENTER Phone: 302-658-7581
 1209 ORANGE ST Fax: 302-655-2480

City: WILMINGTON State: DE Zip: 19801

Stock Information

Amend: Start: Time:

62

Seq	Description	Cls	Ser	Authorized	Par Value
-----	-------------	-----	-----	------------	-----------

Total of Entries:

Filing History (Last 5 Filings)

Seq	Year	Doc	Description	Pages	Filing Date	Filing Time	Eff Date
1	2008	0102Y	Register L.L.C.	1	05-21-2008	13:14	05-21-2008

Prev Name:

Prev Name:

Prev Name:

Prev Name:

Prev Name:

Tax Information

Tax Balance Due As of 12-02-2013 .00

	Year 2012	Year 2011	Year 2010
Filing:	.00	.00	.00
Tax:	250.00	250.00	250.00
Penalty:	.00	.00	.00
Interest:	.00	.00	.00
Other:	.00	.00	.00
Paid:	250.00	250.00	250.00

63

Balance: .00 .00 .00

TAB G

This is Exhibit "G" referred to in the
affidavit of Michael Moore made before me
on this ____ day of December, 2013

SEE ATTACHED

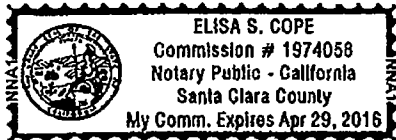
A commissioner for taking affidavits
for

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of SANTA CLARA

On DEC. 9, 2013 before me, ELISA S. COPE, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
personally appeared MICHAEL MOORE
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature Elisa S. Cope
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

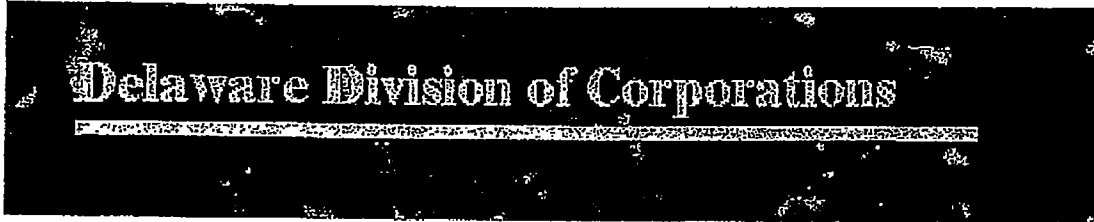
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

66



*** This data is for information purposes only. Certification can only be obtained through the Division of Corporations or from a Delaware Registered Agent's office located within the State of Delaware. ***

Corporation Information

File Number: 4565509 Delaware Company

Corp Name: UNISAS HOLDINGS,LLC

Kind: Ltd. Liability Company Status: Good Standing 02-26-2010
 Corp Type: General Tax Type: Annual L.L.C. Tax
 Residency: Domestic State: DE Country: US
 Incorp Date: 06-23-2008 Proclaim Date:
 Renew Date: Expire Date:
 Bankruptcy: Bankrupt Date: State: Case No:
 Orig Country: Orig Incorp: State:
 Merged To: State:
 Federal ID: Qtly: Last Ann Rpt:

Agent Information

Reg Agent: 9000010 THE CORPORATION TRUST COMPANY New Castle
 Address: CORPORATION TRUST CENTER Phone: 302-658-7581
 1209 ORANGE ST Fax: 302-655-2480
 City: WILMINGTON State: DE Zip: 19801

Stock Information

Amend: Start: Time:

67

Seq	Description	Cls	Ser	Authorized	Par Value
-----	-------------	-----	-----	------------	-----------

Total of Entries:

Filing History (Last 5 Filings)

Seq	Year	Doc	Description	Pages	Filing Date	Filing Time	Eff Date
1	2008	0102Y	Register L.L.C.	1	06-23-2008	13:34	06-23-2008
			Prev Name:				
			Prev Name:				
			Prev Name:				
			Prev Name:				
			Prev Name:				

Tax Information

Tax Balance Due As of 12-02-2013 .00

	Year 2012	Year 2011	Year 2010
Filing:	.00	.00	.00
Tax:	250.00	250.00	250.00
Penalty:	.00	.00	.00
Interest:	.00	.00	.00
Other:	.00	.00	.00
Paid:	250.00	250.00	250.00

68

UNISAS HOLDINGS,LLC Basic Data

Balance: .00 .00 .00

TAB H

This is Exhibit "H" referred to in the affidavit of Michael Moore made before me on this _____ day of December, 2013

SEE ATTACHED

A commissioner for taking affidavits
for

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SANTA CLARA

On DEC. 9, 2013 before me, ELISA S. COPE, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

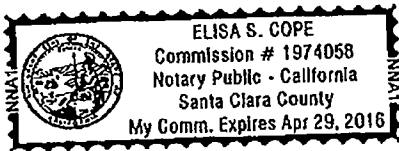
personally appeared MICHAEL MOORE
Name(s) of Signor(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Elisa S. Cope*
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

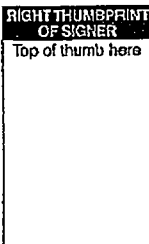
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

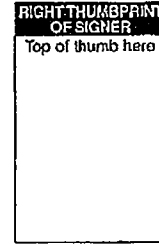
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



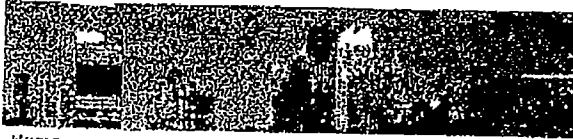
Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____



[Home](#)

ECO-BLOCK INTERNATIONAL, LLC Control Number: 0525190

[Main](#) [Reports](#) [Officers](#) [Filing History](#)

Entity Info

Entity Id 349084

Key Indicators

Model Type Limited Liability Company

Locale Domestic

Qualifier None

Business Name ECO-BLOCK INTERNATIONAL, LLC

Registration Date 3/29/2005

Entity Status Active/Compliance

Entity Status Date 5/13/2013

Foreign Name

Date of Organization

State Georgia

Country

Principal Office Address

PRINCIPAL

Line1 800 DIVISION STREET

Line2 COBOURG

Line3 ONTARIO

Line4

Country CAN

Agent

Is non-commercial Registered Agent? Yes

Name CT CORPORATION SYSTEM

Address

Line1 1201 PEACHTREE STREET, N.E.

Line2

City Atlanta State Georgia Zip 30361

Email

Previous Names

72

Name Changed From	Name Changed To	Surviving Entity Id	Cancelled Entity Id	Effective Date	Due Date	File Number	Actions
No Miscellaneous Filings were found.							
							15

[Return to Home](#)

TAB I

This is Exhibit " I " referred to in the
affidavit of Michael Moore made before me
on this _____ day of December, 2013

SEE ATTACHED

A commissioner for taking affidavits
for

74

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SANTA CLARA

On DEC. 9, 2013
Date

before me,

ELISA S. COPE, NOTARY PUBLIC
Here Insert Name and Title of the Officer

personally appeared

MICHAEL MOORE
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

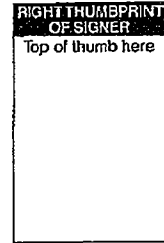
Signer Is Representing: _____



Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



LOAN AGREEMENT

Made as of September 24, 2010

Among

COMERICA BANK
as Bank

and

ARXX BUILDING PRODUCTS INC.
as Borrower and a Loan Party

and

**ARXX CORPORATION, ARXX BUILDING PRODUCTS U.S.A. INC., 924843 ONTARIO INC.,
HILLTRIBE HOMES INC., ECB HOLDINGS, LLC, APS HOLDINGS, LLC,
UNISAS HOLDINGS, LLC and ECO-BLOCK INTERNATIONAL, LLC**
as Guarantors and Loan Parties

mcmillan

TABLE OF CONTENTS

RECITAL 1

ARTICLE 1 – DEFINITIONS AND CONSTRUCTION 1

 Section 1.1 Definitions 1

 Section 1.2 Accounting Terms 14

 Section 1.3 Currency 14

 Section 1.4 Articles, Sections and Headings 14

 Section 1.5 Business Day 14

 Section 1.6 Number and Gender 14

 Section 1.7 Schedule and Exhibits 14

ARTICLE 2 – CREDIT EXTENSIONS AND TERMS OF PAYMENT 14

 Section 2.1 Promise to Pay 14

 Section 2.2 Revolving Facility 15

 Section 2.3 Overadvances 16

 Section 2.4 Interest Rates, Payments, and Calculations 16

 Section 2.5 Crediting Payments 17

 Section 2.6 Fees 17

 Section 2.7 Regulatory Developments and Other Circumstances 17

 Section 2.8 Tax Indemnification 18

 Section 2.9 Currency Indemnity 19

 Section 2.10 Term 19

ARTICLE 3 – CONDITIONS OF LOANS 20

 Section 3.1 Conditions Precedent to Initial Credit Extension 20

 Section 3.2 Conditions Precedent to all Credit Extensions 21

ARTICLE 4 – SECURITY 21

 Section 4.1 Security Agreement 21

 Section 4.2 Perfection of Security Interest 21

 Section 4.3 Delivery of Additional Documentation Required 21

 Section 4.4 Right to Inspect 21

ARTICLE 5 – REPRESENTATIONS AND WARRANTIES 22

 Section 5.1 Due Organization and Qualification 22

 Section 5.2 Due Authorization; No Conflict 22

 Section 5.3 Collateral 22

 Section 5.4 Intellectual Property Collateral 22

 Section 5.5 Name; Location of Chief Executive Office 22

 Section 5.6 Litigation 23

 Section 5.7 No Material Adverse Change in Financial Statements 23

 Section 5.8 Solvency, Payment of Debts 23

 Section 5.9 Compliance with Laws and Regulations 23

 Section 5.10 Subsidiaries 23

 Section 5.11 Government Consents 23

 Section 5.12 Inbound Licenses 24

 Section 5.13 Full Disclosure 24

ARTICLE 6 – AFFIRMATIVE COVENANTS 24

 Section 6.1 Good Standing and Government Compliance 24

 Section 6.2 Financial Statements, Reports, Certificates 24

 Section 6.3 Inventory; Returns 25

 Section 6.4 Taxes 25

Section 6.5 Insurance	26
Section 6.6 Primary Depository	26
Section 6.7 Financial Covenants	26
Section 6.8 Registration of Intellectual Property Rights	26
Section 6.9 Consent of Inbound Licensors.....	27
Section 6.10 Further Assurances.....	27
ARTICLE 7 – NEGATIVE COVENANTS.....	27
Section 7.1 Dispositions	28
Section 7.2 Change in Name, Location, Executive Office, or Executive Management; Change in Business; Change in Fiscal Year; Change in Control.....	28
Section 7.3 Mergers or Acquisitions	28
Section 7.4 Indebtedness	28
Section 7.5 Encumbrances.....	28
Section 7.6 Distributions	28
Section 7.7 Investments.....	28
Section 7.8 Transactions with Affiliates.....	28
Section 7.9 Subordinated Debt.....	29
Section 7.10 Inventory and Equipment	29
Section 7.11 No Investment Company; Margin Regulation.....	29
ARTICLE 8 – EVENTS OF DEFAULT.....	29
Section 8.1 Payment Default.....	29
Section 8.2 Covenant Default.....	29
Section 8.3 Material Adverse Change.....	30
Section 8.4 Attachment	30
Section 8.5 Insolvency	30
Section 8.6 Other Agreements.....	30
Section 8.7 Subordinated Debt.....	30
Section 8.8 Judgments	30
Section 8.9 Misrepresentations.....	30
Section 8.10 Guarantee.....	30
ARTICLE 9 – BANK’S RIGHTS AND REMEDIES	31
Section 9.1 Rights and Remedies	31
Section 9.2 Power of Attorney	32
Section 9.3 Accounts Collection	33
Section 9.4 Bank Expenses.....	33
Section 9.5 Bank’s Liability for Collateral.....	33
Section 9.6 No Obligation to Pursue Others	33
Section 9.7 Remedies Cumulative.....	33
Section 9.8 Demand; Protest	33
ARTICLE 10 – NOTICES	33
ARTICLE 11 – CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER	34
ARTICLE 12 – GENERAL PROVISIONS	34
Section 12.1 Successors and Assigns	34
Section 12.2 Indemnification.....	34
Section 12.3 Time of Essence	34
Section 12.4 Severability of Provisions.....	35
Section 12.5 Amendments in Writing, Integration.....	35
Section 12.6 Counterparts	35
Section 12.7 Survival	35

Section 12.8 Confidentiality35

ARTICLE 13 - GUARANTEE35

SCHEDULE OF EXCEPTIONS

Exhibit A - Loan Payment/Advance Telephone Request Form

Exhibit B - Comerica Bank Itemization of Amount Financed Disbursements Instructions

Exhibit C - Form of Automatic Debit Authorization

Exhibit D - Compliance Certificate

Exhibit E - Borrowing Base Certificate

LOAN AGREEMENT

This Agreement is made as of September 24, 2010, by and among

COMERICA BANK, a Texas banking association and authorized foreign bank under the *Bank Act* (Canada)

as Bank

and

ARXX BUILDING PRODUCTS INC., a company existing under the *Business Corporations Act* (Ontario)

as Borrower and a Loan Party

and

ARXX CORPORATION, a company existing under the laws of the State of Delaware, ARXX BUILDING PRODUCTS U.S.A. INC., a company existing under the laws of the State of Delaware, 924843 ONTARIO INC., a company existing under the *Business Corporations Act* (Ontario), HILLTRIBE HOMES INC., a company existing under the *Business Corporations Act* (Ontario), ECB HOLDINGS, LLC, a company existing under the laws of the State of Delaware, APS HOLDINGS, LLC, a company existing under the laws of the State of Delaware, UNISAS HOLDINGS, LLC, a company existing under the laws of the State of Delaware, ECO-BLOCK INTERNATIONAL, LLC, a company existing under the laws of the State of Georgia

as Guarantors and Loan Parties

RECITAL

Borrower wishes to obtain credit from time to time from Bank, and Bank desires to extend credit to Borrower. This Agreement sets forth the terms on which Bank will advance credit to Borrower, and Borrower will repay the amounts owing to Bank.

FOR VALUE RECEIVED, the parties agree as follows:

ARTICLE 1 – DEFINITIONS AND CONSTRUCTION

Section 1.1 Definitions

The terms defined below shall have the indicated meanings unless the context expressly or by necessary implication requires otherwise:

(1) "Accounts" means all presently existing and hereafter arising accounts, contract rights, payment intangibles and all other forms of obligations owing to a Loan Party arising out of the sale or lease of goods (including, without limitation, the licensing of software and other technology) or the rendering of services by a Loan Party and any and all credit insurance, guarantees, and other security therefor, as well as all merchandise returned to or reclaimed by a Loan Party and Books relating to any of the foregoing.

(2) "Advance" or "Advances" means a cash advance or cash advances under the Revolving Facility.

- (3) "Affiliate" means, with respect to any Person, any Person that owns or controls directly or indirectly such Person, any Person that controls or is controlled by or is under common control with such Person, and each of such Person's senior executive officers, directors, and partners.
- (4) "Affiliate IP Security Agreements" means, collectively, the intellectual property security agreements dated as of the date hereof executed by Parent, ARXX Building US, ECB Holdings, APS Holdings, UNISAS and Eco-Block in favour of Bank, as amended, varied, supplemented, restated, renewed or replaced at any time from time to time, and "Affiliate IP Security Agreement" means any one of them.
- (5) "Affiliate Security Agreements" means, collectively, the security agreements/pledge and security agreements dated as of the date hereof executed by Parent, ARXX Building US, ECB Holdings, APS Holdings, UNISAS, Ontario Inc. Hilltribe and Eco-Block in favour of Bank, as amended, varied, supplemented, restated, renewed or replaced at any time from time to time, and "Affiliate Security Agreement" means any one of them.
- (6) "Agreed Currency" has the meaning assigned in Section 2.9(1)(a).
- (7) "Agreement" means this agreement, including any Schedules and Exhibits hereto, as amended, varied, supplemented, restated, renewed or replaced at any time from time to time.
- (8) "APS" means APS HOLDINGS, LLC, a company existing under the laws of the State of Delaware, and its successors and permitted assigns.
- (9) "ARXX Building US" means ARXX BUILDING PRODUCTS U.S.A. INC., a company existing under the laws of the State of Delaware, and its successors and permitted assigns.
- (10) "Bank" means Comerica Bank, a Texas banking association and authorized foreign bank under the Bank Act (Canada), and its successors and assigns.
- (11) "Bank Expenses" means all reasonable costs or expenses (including reasonable legal fees and expenses, whether generated in-house or by outside counsel) incurred in connection with the preparation, negotiation, administration and enforcement of the Loan Documents; reasonable Collateral audit fees; and Bank's reasonable legal fees and expenses (whether generated in-house or by outside counsel) incurred in administering, amending, enforcing or defending the Loan Documents (including fees and expenses of appeal), incurred before, during and after an Insolvency Proceeding, whether or not suit is brought.
- (12) "Books" means all books and records of the Loan Parties including: ledgers; records concerning the Loan Parties' assets or liabilities, the Collateral, business operations or financial condition; and all computer programs, or tape files, and the equipment, containing such information.
- (13) "Borrower" means ARXX BUILDING PRODUCTS INC., a company existing under the *Business Corporations Act* (Ontario), and its successors and permitted assigns.
- (14) "Borrower Security Agreement" means the security agreement dated as of the date hereof executed by Borrower in favour of Bank, as amended, varied, supplemented, restated, renewed or replaced at any time from time to time.
- (15) "Borrowing Base" means, without duplication, the aggregate amount equal to the following:
- (a) 90% of the value of Eligible EDC Insured Accounts, plus
 - (b) the lesser of (i) 80% of the value of Eligible Tax Credits Receivable, and (ii) C\$1,000,000 (such lesser amount, the "SRED Sublimit"), plus
 - (c) the lesser of (i) 25% of the value of Eligible Inventory, and (ii) US\$500,000, less

- (d) the Reserve Amount to the extent that Borrower has not delivered to Bank a fully executed landlord waiver, in form and substance satisfactory to Bank, in respect of the leased premises at which the Loan Parties maintain their head office and Books, currently the premises municipally known as 800 Division Street, Cobourg, Ontario K9A 5V2, less
- (e) the Preferred Claims Reserve Amount,

in each case, as determined by Bank with reference to the most recent Borrowing Base Certificate delivered by Borrower to Bank.

- (16) "Borrowing Base Certificate" means a certificate in the form attached to this Agreement as Exhibit E.
- (17) "Borrowing Base Loan Parties" means Parent, Borrower, ARXX Building US, Ontario Inc., Hilltribe, APS Holdings, ECB Holdings, UNISAS and Eco-Block, and "Borrowing Base Loan Party" means any one of them.
- (18) "Business Day" means any day that is not a Saturday, Sunday, or other day on which banks in Toronto, Ontario are authorized or required to close.
- (19) "Canadian Dollar, Dollars" and the symbols "C\$" and "\$" means lawful money of Canada.
- (20) "Canadian Dollar Amount" means, for any amount on any particular date, the aggregate of: (a) the portion, if any, of the amount denominated in Canadian Dollars, and (b) the Equivalent Amount in Canadian Dollars (determined on such date unless otherwise specified herein) of the portion, if any, of the amount denominated in another currency.
- (21) "Cash" means unrestricted cash and cash equivalents.
- (22) "Change in Control" shall mean (i) any merger, amalgamation or consolidation involving a Loan Party and any other corporation or other entity or Person in which the Persons who were the shareholders of such Loan Party immediately prior to such merger, amalgamation or consolidation own less than fifty percent (50%) of the outstanding voting shares of the surviving or continuing entity after such merger, amalgamation or consolidation; or (ii) the sale, exchange or transfer by a Loan Party's shareholders, in a single transaction or series of related transactions, of capital shares representing not less than a majority of the outstanding voting shares of such Loan Party.
- (23) "Chief Executive Office Jurisdiction" means, with respect to each Loan Party, the location of the chief executive office of each such Loan Party which is 800 Division Street, Cobourg, Ontario K9A 5V2.
- (24) "Closing Date" means the date of this Agreement.
- (25) "Collateral" means the undertaking, property and assets covered by the Security and any other property, real or personal, tangible or intangible, now existing or hereafter acquired by a Loan Party, that at any time is subject to a Lien in favour of Bank to secure any or all of the Obligations.
- (26) "Collateral Jurisdiction" means the jurisdiction(s) where the Collateral is located, which is the following: (i) with respect to Borrower, Ontario, Alberta and Quebec, (ii) with respect to Parent, Ontario, (iii) with respect to ARXX Building US, Ontario, Wisconsin, Colorado, Arkansas, Indiana, Georgia, Texas, Utah, Massachusetts, Pennsylvania and Iowa, (iii) with respect to Ontario Inc., Ontario, (iv) Hilltribe, Ontario, (v) ECB Holdings, Ontario, Indiana, Georgia, Texas, Utah, Quebec and Pennsylvania, (vi) APS Holdings, Ontario, Ohio, Indiana, Texas, Massachusetts, Pennsylvania and Georgia, (vii) UNISAS, Ontario, and (viii) Eco-Block, Ontario.
- (27) "Contingent Obligation" means, as applied to any Person, without duplication, any direct or indirect liability, contingent or otherwise, of that Person with respect to (i) any indebtedness, lease, dividend, letter of credit or other obligation of another, including, without limitation, any such obligation directly or indirectly guaranteed, endorsed, co-made or discounted or sold with recourse by that Person,

or in respect of which that Person is otherwise directly or indirectly liable; (ii) any obligations with respect to undrawn letters of credit, corporate credit cards or merchant services issued for the account of that Person; and (iii) all obligations arising under any interest rate, currency or commodity swap agreement, interest rate cap agreement, interest rate collar agreement, or other agreement or arrangement designated to protect a Person against fluctuation in interest rates, currency exchange rates or commodity prices; provided, however, that the term "Contingent Obligation" shall not include endorsements for collection or deposit in the ordinary course of business. The amount of any Contingent Obligation shall be deemed to be an amount equal to the stated or determined amount of the primary obligation in respect of which such Contingent Obligation is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by such Person in good faith; provided, however, that such amount shall not in any event exceed the maximum amount of the obligations under the guarantee or other support arrangement.

(28) "Copyrights" means any and all copyrights, domestic and foreign (whether registered or unregistered), now owned or existing or hereafter adopted or acquired by a Loan Party, all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the Canadian Intellectual Property Office or United States Copyright Office or in any similar government office in any other country, and all reissues, extensions or renewals thereof.

(29) "CRA" means the Canada Revenue Agency.

(30) "Credit Card Services Sublimit" means a sublimit for corporate credit cards under the Revolving Facility not to exceed US\$100,000.

(31) "Credit Extension" means each Advance or any other extension of credit by Bank to or for the benefit of Borrower hereunder.

(32) "CTB" means the Corporations Tax Branch, Ministry of Finance, Province of Ontario.

(33) "Daily Balance" means, on any particular day, the amount of the Obligations owed at the end of that day.

(34) "Daily Adjusting LIBOR Rate" means, for any day, a per annum interest rate which is equal to the quotient of the following:

(a) for any day, the per annum rate of interest determined on the basis of the rate for deposits in US Dollars for a period equal to one (1) month appearing on Page BBAM of the Bloomberg Financial Markets Information Service as of 8:00 a.m. (California time) (or as soon thereafter as practical) on such day, or if such day is not a Business Day, on the immediately preceding Business Day. In the event that such rate does not appear on Page BBAM of the Bloomberg Financial Markets Information Service (or otherwise on such Service) on any day, the "Daily Adjusting LIBOR Rate" for such day shall be determined by reference to such other publicly available service for displaying eurodollar rates as may be reasonably selected by Bank, or in the absence of such other service, the "Daily Adjusting LIBOR Rate" for such day shall, instead, be determined based upon the average of the rates at which Bank is offered dollar deposits at or about 8:00 a.m. (California time) (or as soon thereafter as practical), on such day, or if such day is not a Business Day, on the immediately preceding Business Day, in the interbank eurodollar market in an amount comparable to the outstanding principal amount of the Obligations and for a period equal to one (1) month; divided by

(b) 1.00 minus the maximum rate (expressed as a decimal) on such day at which Bank is required to maintain reserves on "Euro-currency Liabilities" as defined in and pursuant to Regulation D of the Board of Governors of the Federal Reserve System or, if such regulation or definition is modified, and as long as Bank is required to maintain reserves against a category of liabilities which includes eurodollar deposits or includes a category of assets which includes eurodollar loans, the rate at which such reserves are required to be maintained on such category.

(35) "ECB Holdings" means ECB HOLDINGS, LLC, a company existing under the laws of the State of Delaware, and its successors and permitted assigns.

(36) "Eco-Block" means ECO-BLOCK INTERNATIONAL, LLC, a company existing under the laws of the State of Georgia, and its successors and permitted assigns.

(37) "Eligible Accounts" means those Accounts of the Borrowing Base Loan Parties that arise in the ordinary course of their respective business that comply with all of the representations and warranties to Bank set forth in Section 5.3; provided, that Bank may change the standards of eligibility by giving Borrower thirty (30) days prior written notice. Unless otherwise agreed to by Bank, Eligible Accounts shall not include the following:

- (a) Accounts that the account debtor has failed to pay in full within ninety (90) days of invoice date;
- (b) credit balances over ninety (90) days;
- (c) Accounts with respect to an account debtor, 25% of whose Accounts the account debtor has failed to pay within ninety (90) days of invoice date;
- (d) Accounts with respect to an account debtor, including Subsidiaries and Affiliates, whose total obligations to the Borrowing Base Loan Parties exceed 25% of all Accounts, to the extent such obligations exceed the aforementioned percentage, except as approved in writing by Bank;
- (e) Accounts with respect to which the account debtor does not have its principal place of business in Canada or the United States, except for Eligible Foreign Accounts;
- (f) Accounts with respect to which the account debtor is (i) the government of Canada or any department, agency, or instrumentality thereof, or (ii) the government of the United States of America or any department, agency, or instrumentality thereof;
- (g) Accounts with respect to which any Borrowing Base Loan Party is liable to the account debtor for goods sold or services rendered by the account debtor to any Borrowing Base Loan Party, but only to the extent of any amounts owing to the account debtor against amounts owed to such Loan Party;
- (h) Accounts with respect to which goods are placed on consignment, guaranteed sale, sale or return, sale on approval, bill and hold, demo or promotional, or other terms by reason of which the payment by the account debtor may be conditional;
- (i) Accounts with respect to which the account debtor is an officer, employee, agent or Affiliate of any Borrowing Base Loan Party;
- (j) Accounts that have not yet been billed to the account debtor or that relate to deposits (such as good faith deposits) or other property of the account debtor held by any Borrowing Base Loan Party for the performance of services or delivery of goods which such Borrowing Base Loan Party has not yet performed or delivered;
- (k) Accounts with respect to which the account debtor disputes liability or makes any claim with respect thereto as to which Bank believes, in its sole discretion, that there may be a basis for dispute (but only to the extent of the amount subject to such dispute or claim), or is subject to any Insolvency Proceeding, or becomes insolvent, or goes out of business;
- (l) retentions and hold-backs; and
- (m) Accounts the collection of which Bank reasonably determines after inquiry and consultation with Borrower to be doubtful.

(38) "Eligible EDC Insured Accounts" means, without duplication, any Eligible Accounts of any Borrowing Base Loan Party that are insured by Export Development Canada in a manner satisfactory to Bank.

(39) "Eligible Foreign Accounts" means Accounts with respect to which the account debtor does not have its principal place of business in the United States or Canada and that are approved by Bank on a case-by-case basis. All Eligible Foreign Accounts must be calculated in US Dollars.

(40) "Eligible Inventory" means shall mean all of a Borrowing Base Loan Party's Inventory which is in good and merchantable condition, which is not obsolete or discontinued, which would be properly classified as "raw materials" or as "finished goods Inventory" under and in accordance with GAAP, and which is subject to a first priority, properly perfected security interest in favour of Bank, but excluding the following:

- (a) a Borrowing Base Loan Party's work-in-process Inventory, consigned goods and Inventory not located in the United States of America or Canada,
- (b) Inventory that is less than thirty (30) days old;
- (c) Inventory covered by or subject to a seller's right to repurchase, or any consensual or nonconsensual lien or security interest (including, without limitation, purchase money security interests) other than in favour of Bank, whether senior or junior to Bank's security interest,
- (d) Inventory subject to creditors' rights under Section 81.1 of the *Bankruptcy and Insolvency Act* (Canada),
- (e) Inventory stored, warehoused or located at a site for which a Borrowing Base Loan Party has not provided to Bank a landlord, bailee or mortgagee waiver or similar agreement in form and substance acceptable to Bank, and
- (f) Inventory that Bank, acting in its sole discretion, after having notified Borrower, excludes.

Inventory which is at any time Eligible Inventory, but which subsequently fails to meet any of the foregoing requirements, shall forthwith cease to be Eligible Inventory. Eligible Inventory will be valued in accordance with GAAP.

(41) "Eligible Tax Credits Receivable" means the amount of specified SRED and OITC refundable tax credits due to Borrower provided that Borrower has delivered to Bank the following (all in a form and in substance satisfactory to Bank) in respect thereof:

- (a) a comfort letter from Borrower's independent auditor stating that Borrower is entitled to such specified tax credits;
- (b) a letter from Borrower's independent auditor, prepared at the expense Borrower and addressed to Bank, which describes those claims of Borrower for the most recently completed financial year of Borrower to SRED and OITC tax credits, refunds and payments which such auditor has reviewed, prepared and submitted to CRA, CTB and/or MOR and a statement that such independent auditor is not aware of any facts or circumstances that would materially impact the amounts claimed;
- (c) proof that CRA, CTB and/or MOR, as applicable, have received the claims above;
- (d) evidence that Borrower and its independent auditor have directed CRA, CTB, MOR or any other governmental office, as applicable, to pay all Borrower's SRED and OITC tax credits, refunds and payments directly to Bank or, if a governmental office will not direct payments directly to Bank, a letter from Borrower and its independent auditor directing the applicable governmental office to make payments directly to such auditor and the undertaking of such auditor to forward all payments received to Bank without set-off or deduction;

- (e) copies of Borrower's SRED and OITC tax credit applications for the most recently completed financial year that have then been completed and filed with the appropriate taxing authority within the prescribed filing deadlines and copies of any assessments rendered by CRA, CTB and/or MOR, as applicable, in respect of SRED or OITC tax credit applications for previous financial years; and
- (f) such other documents or information as Bank may require.

(42) "Environmental Laws" means all laws, rules, regulations, orders and the like issued by any federal, provincial, state, municipal, local, foreign or other governmental or quasi-governmental authority or any agency pertaining to the environment or to any hazardous materials or wastes, toxic substances, flammable, explosive or radioactive materials, asbestos or other similar materials.

(43) "Equipment" means all present and future equipment in which a Loan Party has an interest, including, without limiting the generality of the foregoing, machinery, tools, fixtures, tenant improvements, furniture, chattels, motor vehicles and other tangible personal property that is not Inventory, and all parts, components, attachments, accessories, accessions, replacements, substitutions, additions and improvements to any of the foregoing.

(44) "Equivalent Amount" means, with respect to any two currencies, the amount obtained in one such currency when an amount in the other currency is converted into the first currency using the spot wholesale transactions buying rate of the Bank of Canada for the purchase of the applicable amount of the first currency with the other currency in effect as of 12:00 noon on the Business Day with respect to which such computation is required for the purpose of this Agreement or, in the absence of such a buying rate on such date, using such other rate as Bank may select acting reasonably.

(45) "ERISA" means the *Employee Retirement Income Security Act of 1974*, as amended, and the regulations thereunder.

(46) "Event of Default" has the meaning assigned in Article 8.

(47) "GAAP" means generally accepted accounting principles in effect in Canada or the United States of America, as applicable, at the time any calculation or determination is made or required to be made in accordance with generally accepted accounting principles, applied in a consistent manner from period to period.

(48) "Guarantee" means any guarantee entered into by any Loan Party in respect of the Obligations, including the guarantee incorporated into the terms of this Agreement, as amended, extended, modified, restated, replaced or supplemented from time to time.

(49) "Grantor Licences" means all agreements pursuant to which a Loan Party has granted rights or an option to acquire rights to use any Intellectual Property Collateral.

(50) "Hilltribe" means HILLTRIBE HOMES INC., a company existing under the *Business Corporations Act* (Ontario), and its successors and permitted assigns.

(51) "Indebtedness" means (a) all indebtedness for borrowed money or the deferred purchase price of property or services, including without limitation reimbursement and other obligations with respect to surety bonds and letters of credit, (b) all obligations evidenced by notes, bonds, debentures or similar instruments, (c) all capital lease obligations, (d) all Contingent Obligations, and (e) all obligations arising under the Credit Card Services Sublimit, if any.

(52) "Insolvency Proceeding" means any proceeding commenced by or against any Person or entity under any provision of the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada) or the United States Bankruptcy Code, each as amended from time to time, or under any other bankruptcy or insolvency law of any jurisdiction, including assignments for the benefit of creditors, formal or

informal moratoria, compositions, extension generally with its creditors, or proceedings seeking reorganization, arrangement, or other relief.

(53) "Intellectual Property Collateral" means all Copyrights, Patents, Trademarks and any other intellectual or industrial property now owned or licensed or hereafter owned, acquired or licensed by a Loan Party, including trade secrets, Software and Software Documentation, whether owned or licensed, and all benefits, options and rights to use any of the foregoing, including all User Licences and all Grantor Licences, securities, instruments and, when the context permits, all registrations and applications that have been made or shall be made or filed in any office in any jurisdiction in respect of the foregoing, and all reissues, extensions and renewals thereof.

(54) "Inventory" means all present and future inventory in which a Loan Party has an interest, including, without limiting the generality of the foregoing, goods acquired or held for sale or lease or furnished or to be furnished under contracts of rental or service, all raw materials, work in process, finished goods, returned goods, repossessed goods, and all packaging materials, supplies and containers relating to or used or consumed in connection with any of the foregoing..

(55) "Investment" means any beneficial ownership of (including stock, partnership, limited liability company interest or other securities) any Person, or any loan, advance or capital contribution to any Person.

(56) "Letter of Credit" means a commercial or standby letter of credit or similar undertaking issued by Bank at Borrower's request in accordance with Section 2.2(2)(c).

(57) "Letter of Credit Sublimit" means a sublimit for Letters of Credit under the Revolving Facility not to exceed US\$100,000.

(58) "LIBOR Lending Office" means Bank's office located in the Cayman Islands, British West Indies, or such other branch of Bank, domestic or foreign, as it may hereafter designate as its LIBOR Lending Office by notice to Borrower.

(59) "Lien" means any mortgage, lien, hypothec, deed of trust, charge, pledge, security interest or other encumbrance.

(60) "Liquidity Ratio" means the sum of Cash of the Loan Parties maintained at Bank plus 90% of Eligible EDC Insured Accounts plus 80% of Eligible Tax Credits Receivable divided by all Indebtedness of the Loan Parties to Bank.

(61) "Loan Documents" means, collectively, this Agreement, any note or notes executed by a Loan Party, the Security and any other document, instrument or agreement entered into in connection with this Agreement, all as amended, varied, supplemented, restated, renewed or replaced at any time from time to time.

(62) "Loan Parties" means Parent, Borrower and their respective Subsidiaries (including, without limitation, ARXX Building US, Ontario Inc., Hilltribe, APS Holdings, ECB Holdings, UNISAS and Eco-Block), and "Loan Party" means any one of them.

(63) "Loan-Related Payment" has the meaning assigned in Section 2.8(1).

(64) "Material Adverse Effect" means a material adverse effect on (i) the business operations, condition (financial or otherwise) or prospects of the Loan Parties taken as a whole, or (ii) the ability of Borrower to repay the Obligations or the ability of any Loan Party to otherwise perform its obligations under the Loan Documents, or (iii) the value, perfection or priority of Bank's security interest in the Collateral.

(65) "MOR" means the Ministry of Revenue, Province of Ontario.

(66) "Negotiable Collateral" means all of a Loan Party's present and future letters of credit of which it is a beneficiary, drafts, instruments (including promissory notes), securities, documents of title, and chattel paper, and Books relating to any of the foregoing.

informal moratoria, compositions, extension generally with its creditors, or proceedings seeking reorganization, arrangement, or other relief.

(53) "Intellectual Property Collateral" means all Copyrights, Patents, Trademarks and any other intellectual or industrial property now owned or licensed or hereafter owned, acquired or licensed by a Loan Party, including trade secrets, Software and Software Documentation, whether owned or licensed, and all benefits, options and rights to use any of the foregoing, including all User Licences and all Grantor Licences, securities, instruments and, when the context permits, all registrations and applications that have been made or shall be made or filed in any office in any jurisdiction in respect of the foregoing, and all reissues, extensions and renewals thereof.

(54) "Inventory" means all present and future inventory in which a Loan Party has an interest, including, without limiting the generality of the foregoing, goods acquired or held for sale or lease or furnished or to be furnished under contracts of rental or service, all raw materials, work in process, finished goods, returned goods, repossessed goods, and all packaging materials, supplies and containers relating to or used or consumed in connection with any of the foregoing.

(55) "Investment" means any beneficial ownership of (including stock, partnership, limited liability company interest or other securities) any Person, or any loan, advance or capital contribution to any Person.

(56) "Letter of Credit" means a commercial or standby letter of credit or similar undertaking issued by Bank at Borrower's request in accordance with Section 2.2(2)(c).

(57) "Letter of Credit Sublimit" means a sublimit for Letters of Credit under the Revolving Facility not to exceed US\$100,000.

(58) "LIBOR Lending Office" means Bank's office located in the Cayman Islands, British West Indies, or such other branch of Bank, domestic or foreign, as it may hereafter designate as its LIBOR Lending Office by notice to Borrower.

(59) "Lien" means any mortgage, lien, hypothec, deed of trust, charge, pledge, security interest or other encumbrance.

(60) "Liquidity Ratio" means the sum of Cash of the Loan Parties maintained at Bank plus 90% of Eligible EDC Insured Accounts plus 80% of Eligible Tax Credits Receivable divided by the difference between all Indebtedness of the Loan Parties to Bank.

(61) "Loan Documents" means, collectively, this Agreement, any note or notes executed by a Loan Party, the Security and any other document, instrument or agreement entered into in connection with this Agreement, all as amended, varied, supplemented, restated, renewed or replaced at any time from time to time.

(62) "Loan Parties" means Parent, Borrower and their respective Subsidiaries (including, without limitation, ARXX Building US, Ontario Inc., Hilltribe, APS Holdings, ECB Holdings, UNISAS and Eco-Block), and "Loan Party" means any one of them.

(63) "Loan-Related Payment" has the meaning assigned in Section 2.8(1).

(64) "Material Adverse Effect" means a material adverse effect on (i) the business operations, condition (financial or otherwise) or prospects of the Loan Parties taken as a whole, or (ii) the ability of Borrower to repay the Obligations or the ability of any Loan Party to otherwise perform its obligations under the Loan Documents, or (iii) the value, perfection or priority of Bank's security interest in the Collateral.

(65) "MOR" means the Ministry of Revenue, Province of Ontario.

(66) "Negotiable Collateral" means all of a Loan Party's present and future letters of credit of which it is a beneficiary, drafts, instruments (including promissory notes), securities, documents of title, and chattel paper, and Books relating to any of the foregoing.

- (67) "Object Code" means fully compiled or assembled Software in binary form which may be used directly by information processing equipment to process information.
- (68) "Obligations" means all debt, principal, interest, Bank Expenses and other amounts owed to Bank by the Loan Parties pursuant to the Loan Documents or any other agreement, whether absolute or contingent, due or to become due, now existing or hereafter arising, including any interest that accrues after the commencement of an Insolvency Proceeding and including any debt, liability, or obligation owing from any of the Loan Parties to others that Bank may have obtained by assignment or otherwise.
- (69) "OITC" means the Ontario Innovation Tax Credit program administered by the CRA, CTFB and/or MOR.
- (70) "Ontario Inc." means 924843 ONTARIO INC., a company existing under the *Business Corporations Act* (Ontario), and its successors and permitted assigns.
- (71) "Parent" means ARXX CORPORATION, a company existing under the laws of the State of Delaware, and its successors and permitted assigns.
- (72) "Patents" means all patents, patent applications and intellectual or industrial property underlying such patents or patent applications of a Loan Party, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same.
- (73) "Payment Currency" has the meaning assigned in Section 2.9(1)(a).
- (74) "Periodic Payments" means all instalments or similar recurring payments that a Loan Party may now or hereafter become obligated to pay to Bank pursuant to the terms and provisions of any instrument, or agreement now or hereafter in existence between a Loan Party and Bank.
- (75) "Permitted Indebtedness" means:
- (a) Indebtedness of a Loan Party in favour of Bank arising under this Agreement or any other Loan Document;
 - (b) Indebtedness existing on the Closing Date and disclosed in the Schedule of Exceptions;
 - (c) Indebtedness not to exceed \$100,000 in the aggregate for the Loan Parties in any fiscal year of the Loan Parties secured by a lien described in clause (c) of the defined term **Permitted Liens**, provided such Indebtedness does not exceed the lesser of the cost or fair market value of the equipment financed with such Indebtedness;
 - (d) Subordinated Debt, if approved by Bank and if appropriate subordination agreements or intercreditor agreements, containing terms satisfactory to Bank in its sole discretion, have been delivered to Bank;
 - (e) Indebtedness to trade creditors incurred in the ordinary course of business; and
 - (f) extensions, refinancings and renewals of any items of Permitted Indebtedness, provided that the principal amount is not increased or the terms modified to impose more burdensome terms upon a Loan Party or its Subsidiary, as the case may be.
- (76) "Permitted Investment" means:
- (a) Investments existing on the Closing Date disclosed in the Schedule of Exceptions;
 - (b) (i) marketable direct obligations issued or unconditionally guaranteed by Canada or any Province thereof maturing within one (1) year from the date of acquisition thereof, (ii) commercial paper

maturing no more than one (1) year from the date of creation thereof and currently having rating of at least A-2 or P-2 from either Standard & Poor's Corporation or Moody's Investors Service, (iii) Bank's certificates of deposit maturing no more than one (1) year from the date of investment therein, and (iv) Bank's money market accounts;

- (c) repurchases of stock from former employees or directors of a Loan Party under the terms of applicable repurchase agreements (i) in an aggregate amount not to exceed \$100,000 in any fiscal year, provided that no Event of Default has occurred, is continuing or would exist after giving effect to the repurchases, or (ii) in any amount where the consideration for the repurchase is the cancellation of indebtedness owed by such former employees to a Loan Party regardless of whether an Event of Default exists;
- (d) Investments accepted in connection with Permitted Transfers;
- (e) Investments not to exceed \$100,000 in the aggregate in any fiscal year consisting of (i) travel advances and employee relocation loans and other employee loans and advances in the ordinary course of business, and (ii) loans to employees, officers or directors relating to the purchase of equity securities of Borrower or its Subsidiaries pursuant to employee stock purchase plan agreements approved by Borrower's Board of Directors;
- (f) Investments (including debt obligations) received in connection with the bankruptcy or reorganization of customers or suppliers and in settlement of delinquent obligations of, and other disputes with, customers or suppliers arising in the ordinary course of a Loan Party's business;
- (g) Investments consisting of notes receivable of, or prepaid royalties and other credit extensions, to customers and suppliers who are not Affiliates, in the ordinary course of business, provided that this subparagraph (g) shall not apply to Investments of a Loan Party in any Subsidiary; and
- (h) joint ventures or strategic alliances in the ordinary course of a Loan Party's business consisting of the non-exclusive licensing of technology, the development of technology or the providing of technical support, provided that any cash Investments by the Loan Parties do not exceed \$100,000 in the aggregate in any fiscal year.

(77) "Permitted Liens" means the following:

- (a) any Liens existing on the Closing Date and disclosed in the Schedule of Exceptions (excluding Liens to be satisfied with the proceeds of the Advances) or arising under this Agreement or the other Loan Documents;
- (b) Liens for taxes, fees, assessments or other governmental charges or levies, either not delinquent or being contested in good faith by appropriate proceedings and for which the Loan Parties maintains adequate reserves, provided the same have no priority over any of Bank's security interests;
- (c) Liens not to exceed \$100,000 in the aggregate (i) upon or in any Equipment acquired or held by a Loan Party or any of its Subsidiaries to secure the purchase price of such Equipment or indebtedness incurred solely for the purpose of financing the acquisition or lease of such Equipment, or (ii) existing on such Equipment at the time of its acquisition, provided that the Lien is confined solely to the property so acquired and improvements thereon, and the proceeds of such Equipment;
- (d) Liens incurred in connection with the extension, renewal or refinancing of the indebtedness secured by Liens of the type described in clauses (a) through (c) above, provided that any extension, renewal or replacement Lien shall be limited to the property encumbered by the existing Lien and the principal amount of the indebtedness being extended, renewed or refinanced does not increase;

- (e) Liens arising from judgments, decrees or attachments in circumstances not constituting an Event of Default under Sections Section 8.4 (attachment) or Section 8.8 (judgments); and
- (f) Liens relating to Subordinated Debt if appropriate subordination agreements or intercreditor agreements, containing terms satisfactory to Bank in its sole discretion, have been delivered to Bank,

provided that nothing in this definition or otherwise in this Agreement or any other Loan Document shall (x) be construed as evidencing an intention or agreement on the part of Bank that Security or the Obligations be or have been subordinated to any Permitted Liens, or (y) cause any such subordination to occur.

(78) "Permitted Locations" means the locations disclosed in the Schedule of Exceptions.

(79) "Permitted Transfer" means the conveyance, sale, lease, transfer or disposition by a Loan Party or any Subsidiary of:

- (a) Inventory in the ordinary course of business;
- (b) licences and similar arrangements for the use of the property of a Loan Party or its Subsidiaries in the ordinary course of business;
- (c) worn-out or obsolete Equipment; or
- (d) other assets of the Loan Parties that do not in the aggregate exceed \$100,000 during any fiscal year.

(80) "Person" means any individual, sole proprietorship, partnership, limited liability company, joint venture, trust, unincorporated organization, association, corporation, institution, public benefit corporation, firm, joint stock company, estate, entity or governmental agency.

(81) "PPSA" shall mean the *Personal Property Security Act* (Ontario) and the regulations thereunder, as from time to time in effect, provided, however, if attachment, perfection or priority of Bank's security interests in any Collateral are governed by the personal property security laws of any jurisdiction other than Ontario, PPSA shall mean those personal property security laws in such other jurisdiction for the purposes of the provisions hereof relating to such attachment, perfection or priority and for the definitions related to such provisions.

(82) "Preferred Claims" means, at any time, all claims secured by a Lien created by, or arising under any statute or regulation or arising under common law (in contrast with Liens voluntarily granted) which rank, or are capable of ranking, prior to or *pari passu* with the Liens created by the Security, whether then existing or, in Bank's judgment acting reasonably, likely to arise, including claims for unremitted rents, taxes, wages, vacation pay, employee deductions, workers' compensation obligations, government royalties or pension fund obligations.

(83) "Preferred Claims Reserve Amount" means the lesser of the following: (i) an aggregate amount equal to C\$2,000 per Canadian domiciled employee, and (ii) the aggregate amount of reserves for Preferred Claims which Bank deems necessary, in its sole discretion, to maintain.

(84) "Prime Rate" means the variable rate of interest, per annum, announced by Bank from time to time as its "prime rate" for loans in Canadian Dollars whether or not such announced rate is the lowest rate available from Bank.

(85) "Reserve Amount" means an amount equal to three (3) months rent payable by Borrower under its lease agreement (as amended) in respect of the leased premises at which the Loan Parties maintain their head office and Books, currently the premises municipally known as 800 Division Street, Cobourg, Ontario K9A 5V2.

- (86) "Responsible Officer" means each of the Chief Executive Officer, the Chief Operating Officer, the Chief Financial Officer and the Controller of Borrower.
- (87) "Revolving Commitment" means US\$3,000,000, as cancelled, reduced or terminated under this Agreement (inclusive of any amounts outstanding under the Letter of Credit Sublimit and the Credit Card Services Sublimit).
- (88) "Revolving Facility" means a revolving credit facility up to the Revolving Commitment.
- (89) "Revolving Maturity Date" means the day which is three hundred and sixty four (364) days after the Closing Date.
- (90) "Revolving Maximum Amount" means the lesser of the US Dollar Amount of the following: (a) the Revolving Commitment, and (b) the Borrowing Base, as determined at any time from time to time.
- (91) "Schedule of Exceptions" means the schedule of exceptions, if any, attached hereto and approved by Bank.
- (92) "Security" means the Security Agreements, the SRED Assignment and all other present and future security from time to time held by or on behalf of Bank from a Loan Party or any other Person as security for the Obligations.
- (93) "Security Agreements" means collectively, the Borrower Security Agreement, the Affiliate Security Agreements and the Affiliate IP Security Agreements.
- (94) "Software" means all computer programs, firmware and databases (other than third party "off-the-shelf" software licensed by a Loan Party) and portions of each of the foregoing in whatever form and on whatever medium expressed, fixed, embodied or stored from time to time, whether physical, magnetic, electronic, optical or otherwise and the Copyright, Patents and trade secrets therein including, without limitation, Object Code and Source Code versions of each such program and firmware and portion thereof and all corrections, updates, enhancements, translations, modifications, adaptations and new versions thereof together with both the media upon or in which such programs, firmware, databases and portions thereof are expressed, fixed, embodied or stored (such as disks, diskettes, tapes and semiconductor chips) and all flow charts, manuals, instructions, documentation and other material relating thereto.
- (95) "Software Documentation" means all documentation and other materials in any way related to Software including, without limitation, copies of the Source Code or Object Code, drawings, flowcharts, user's manuals, reference manuals and all functional descriptions and specifications of or relating to the Software regardless of the medium in or on which such information is stored including, without limitation, all such information necessary or desirable for the production, modification, enhancement, testing, marketing and use of the Software.
- (96) "Source Code" means Software created or stored in a computer programming or instructional language, including without limitation, computer programming or instructional language commonly used for the creation or storage of Software such as, without limitation, Pascal, Fortran, Basic and C.
- (97) "SRED" means the Scientific Research and Experimental Development Expenditures Program administered by the CRA.
- (98) "SRED Assignment" means the assignment of SRED and OITC tax refunds and payments dated as of the date hereof executed by Borrower in favour of Bank, as amended, varied, supplemented, restated, renewed or replaced at any time from time to time.
- (99) "SRED Sublimit" has the meaning given to it in Section 1.1(15)(b).
- (100) "Subordinated Debt" means any debt incurred by a Loan Party that is subordinated in writing to the debt owing by such Loan Party to Bank on terms reasonably acceptable to Bank.

(101) "Subsidiary" means any corporation, partnership or limited liability company or joint venture in which (i) any general partnership interest or (ii) more than 50% of the stock, limited liability company interest, other units of ownership or joint venture of which by the terms thereof ordinary voting power to elect the Board of Directors, managers or trustees of the entity, at the time as of which any determination is being made, is owned by a Loan Party, either directly or through an Affiliate.

(102) "Tangible Net Worth" means at any date as of which the amount thereof shall be determined, the sum of the book value of the capital stock, partnership interest or limited liability company interest of the Loan Parties plus Subordinated Debt minus intangible assets net of amortization, determined in accordance with GAAP.

(103) "Tax Amount" has the meaning assigned in Section 2.8(2)(a).

(104) "Tax Jurisdiction" has the meaning assigned in Section 2.8(1).

(105) "Tax Reimbursement Amount" has the meaning assigned in Section 2.8(2)(a).

(106) "Taxes" means all present and future taxes, surtaxes, duties, levies, imposts, rates, fees, assessments, withholdings, dues and other charges of any nature imposed by any governmental authority (including income, capital (including large corporations), withholding, consumption, sales, use, transfer, goods and services or other value-added, excise, customs, anti-dumping, countervail, net worth, stamp, registration, franchise, payroll, employment, health, education, business, school, property, local improvement, development, education development and occupation taxes, surtaxes, duties, levies, imposts, rates, fees, assessments, withholdings, dues and charges) together with all fines, interest, penalties on or in respect of, or in lieu of or for non-collection of, those taxes, surtaxes, duties, levies, imposts, rates, fees, assessments, withholdings, dues and other charges.

(107) "Trademarks" means all trademarks and trade names of a Loan Party, registered and unregistered, including, without limitation (a) all designs, logos, indicia, trade names, corporate names, company names, business names, trade styles, service marks, logos and other source or business identifiers, (b) all fictitious characters, (c) all prints and labels on which any of the foregoing have appeared or appear or shall appear, (d) all registrations and applications that have been or shall be made or filed in the Canadian Intellectual Property Office or United States Patent and Trademark Office or any similar government office in any other country or political subdivision thereof and all records thereof and all reissues, extensions, or renewals thereof, (e) all goodwill associated with or symbolized by any of the foregoing; and (f) all common law and other rights in the above.

(108) "Transfer" has the meaning assigned in Section 7.1.

(109) "UCC" means the Uniform Commercial Code as in effect from time to time in any applicable jurisdiction.

(110) "US Dollars" or "US\$" means lawful money of the United States of America.

(111) "US Dollar Amount" means, for any amount on any particular date, the aggregate of: (a) the portion, if any, of the amount denominated in US Dollars, and (b) the Equivalent Amount in US Dollars (determined on such date unless otherwise specified herein) of the portion, if any, of the amount denominated in another currency.

(112) "US Prime Rate" means the variable rate of interest, per annum, announced by Bank from time to time and adjusted by Bank from time to time as its "prime rate" for loans denominated in US Dollars whether or not such announced rate is the lowest rate available from Bank.

(113) "US Prime Referenced Rate" means, for any day, a per annum interest rate which is equal to the US Prime Rate in effect on such day, but in no event and at no time shall the US Prime Referenced Rate be less than the sum of the Daily Adjusting LIBOR Rate for such day plus two and one-half percent (2.50%) per annum. If, at any time, Bank determines that it is unable to determine or ascertain the Daily Adjusting LIBOR Rate for any day, the US Prime Referenced Rate for each such day shall be the Prime Rate in effect at such time, but not less than two and one-half percent (2.50%) per annum.

(114) "User Licences" means all agreements pursuant to which a Loan Party has obtained rights or an option to acquire rights to use any Intellectual Property Collateral (excluding in respect of "off-the-shelf" software licensed by a Loan Party)..

(115) "Warrant" means a warrant issued by Parent to Bank, containing terms acceptable to Bank in its sole discretion, entitling Bank to purchase 109,529 Series B-1 Preferred Stock of Parent at an exercise price equal to US\$1.0956 per share, which warrant is to remain in effect for a period of seven (7) years from the Closing Date.

Section 1.2 Accounting Terms

All accounting terms not specifically defined herein shall be construed in accordance with GAAP and all calculations made hereunder shall be made in accordance with GAAP, consistently applied. When used herein, the term "financial statements" shall include the notes and schedules thereto.

Section 1.3 Currency

Unless otherwise noted, all references to currency in this Agreement and in the other Loan Documents are references to Canadian Dollars.

Section 1.4 Articles, Sections and Headings

The division of this Agreement into Sections, Schedules and Exhibits and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Unless otherwise specified herein, any reference herein to a Section, Schedule or Exhibit refers to the specified Section, Schedule or Exhibit to this Agreement. In this Agreement, the terms "this Agreement", "hereof", "herein", "hereunder" and similar expressions refer to this Agreement and not to any particular part, Section or other provision hereof.

Section 1.5 Business Day

If under this Agreement any payment or calculation is to be made, or any other action is to be taken, on or as of a day which is not a Business Day, that payment or calculation is to be made, and that other action is to be taken, as applicable, on or as of the next day that is a Business Day.

Section 1.6 Number and Gender

Unless otherwise specified, words importing the singular include the plural and vice versa and words importing gender include all genders.

Section 1.7 Schedule and Exhibits

The following Schedules and Exhibits are attached to and form part of this Agreement:

- Schedule "A" - Schedule of Exceptions
- Exhibit A - Loan Payment/Advance Telephone Request Form
- Exhibit B - Itemization of Amount Financed Disbursement Instructions
- Exhibit C - Automatic Debit Authorization Form
- Exhibit D - Compliance Certificate
- Exhibit E - Borrowing Base Certificate

ARTICLE 2 – CREDIT EXTENSIONS AND TERMS OF PAYMENT

Section 2.1 Promise to Pay

Borrower promises to pay to Bank the aggregate unpaid principal amount of all Credit Extensions made by Bank to Borrower, together with interest on the unpaid principal amount of such Credit Extensions at rates in

accordance with the terms hereof. All payments (whether on account of principal, interest or otherwise) shall be made in the currency in which the Credit Extension is outstanding.

Section 2.2 Revolving Facility

- (1) **Establishment and Purpose of Revolving Facility.** Subject to and upon the terms and conditions of this Agreement, Bank establishes in favour of Borrower the Revolving Facility. Borrower covenants to use the Revolving Facility only for the purpose of financing its working capital needs.
- (2) **Advances Under the Revolving Facility.**
- (a) **Amount and Availability.** Subject to and upon the terms and conditions of this Agreement, Borrower may request Advances in Canadian Dollars or US Dollars in an aggregate outstanding amount not to exceed the Revolving Maximum Amount, less any amounts outstanding under the Letter of Credit Sublimit and the Credit Card Services Sublimit; provided that Advances under the Revolving Facility that are designated in the Borrowing Base Certificate as Advances under the SRED Sublimit shall be made only in Canadian Dollars. Subject to the provisions of this Agreement, amounts borrowed pursuant to this Section 2.2(2) may be repaid and reborrowed at any time prior to the Revolving Maturity Date, at which time all Advances under this Section 2.2(2) shall be immediately due and payable. For greater certainty, all refunds received from CRA, CTB, MOR or any other party in respect of SRED and OITC refundable tax credits specific to the Revolving Facility shall be paid to Bank (to the extent not received by Bank directly from the applicable tax authority) and shall be applied to the outstanding amount under the Revolving Facility. Borrower may prepay any Advances without penalty or premium. Interest shall accrue from the date of each Advance at the rate specified in Section 2.4(1), and shall be payable in accordance with Section 2.4(3).
- (b) **Form of Request.** Whenever Borrower desires an Advance, Borrower will notify Bank by facsimile transmission or telephone no later than 11:00 a.m. Eastern time, on the Business Day that the Advance is to be made. Each such notification shall be promptly confirmed by a Loan Payment/Advance Telephone Request Form in substantially the form of Exhibit A. Bank is authorized to make Advances under this Agreement, based upon instructions received from a Responsible Officer or a designee of a Responsible Officer, or without instructions if in Bank's discretion such Advances are necessary to meet Obligations which have become due and remain unpaid. Bank shall be entitled to rely on any telephonic notice given by a person who Bank reasonably believes to be a Responsible Officer or a designee thereof, and Borrower shall indemnify and hold Bank harmless for any damages or loss suffered by Bank as a result of such reliance. Bank will credit the amount of Advances made under this Section 2.2(2) to Borrower's deposit account.
- (c) **Letter of Credit Sublimit.** Subject to the availability under the Revolving Facility, and in reliance on the representations and warranties set forth herein, at any time and from time to time from the date hereof through the Business Day immediately prior to the Revolving Maturity Date, Bank shall issue for the account of Borrower such Letters of Credit as Borrower may request by delivering to Bank a duly executed letter of credit application on Bank's standard form; provided, however, that the outstanding and undrawn amounts under all such Letters of Credit (i) shall not at any time exceed the Letter of Credit Sublimit, and (ii) shall be deemed to constitute Advances for the purpose of calculating availability under the Revolving Facility; provided further, that the maturity date of any such Letter of Credit shall not be later than the Revolving Maturity Date. Any drawn but unreimbursed amounts under any Letters of Credit shall be charged as Advances against the Revolving Facility. All Letters of Credit shall be in form and substance acceptable to Bank in its sole discretion and shall be subject to the terms and conditions of Bank's form application and letter of credit agreement. Borrower will pay any standard issuance and other fees that Bank notifies Borrower it will charge for issuing and processing Letters of Credit.
- (d) **Credit Card Services Sublimit.** Subject to the terms and conditions of this Agreement, Borrower may request corporate credit cards from Bank (collectively, the "Credit Card Services"). The

aggregate limit of the corporate credit cards shall not exceed the Credit Card Services Sublimit, provided that availability under the Revolving Facility shall be reduced by the aggregate limits of the corporate credit cards issued to Borrower. In addition, Bank may, in its sole discretion, charge as Advances any amounts that become due or owing to Bank in connection with the Credit Card Services. The terms and conditions (including repayment and fees) of such Credit Card Services shall be subject to the terms and conditions of the Bank's standard forms of application and agreement for the Credit Card Services, which Borrower hereby agrees to execute.

- (e) Collateralization of Obligations Extending Beyond Maturity. If Borrower has not secured to Bank's satisfaction its obligations with respect to any Letters of Credit or Credit Card Services by the Revolving Maturity Date, then, effective as of such date, the balance in any deposit accounts held by Bank and the certificates of deposit or time deposit accounts issued by Bank in a Loan Party's name (and any interest paid thereon or proceeds thereof, including any amounts payable upon the maturity or liquidation of such certificates or accounts), shall automatically secure such obligations to the extent of the then continuing or outstanding and undrawn Letters of Credit or Credit Card Services. Borrower authorizes Bank to hold such balances in pledge and to decline to honour any drafts thereon or any requests by Borrower or any other Person to pay or otherwise transfer any part of such balances for so long as the Letters of Credit or Credit Card Services are outstanding or continue.

Section 2.3 Overadvances

If the aggregate US Dollar Amount of the outstanding Advances exceeds the Revolving Maximum Amount at any time, whether as a result of foreign exchange rate fluctuations or otherwise, Borrower shall immediately pay to Bank, in cash, the amount of such excess. Any determination made by Bank in accordance with this Section 2.3 shall be binding on Borrower absent manifest error and Borrower shall make any repayment required in connection therewith in accordance with this Section 2.3.

Section 2.4 Interest Rates, Payments, and Calculations

- (1) **Interest Rates.** Except as set forth in Section 2.4(2), the Advances shall bear interest, on the outstanding Daily Balance thereof, at a variable rate per annum equal to (a) the Prime Rate plus 3.00% in respect of Advances denominated in Canadian Dollars, and (b) US Prime Referenced Rate plus 3.00% in respect of Advances denominated in US Dollars. Each determination by Bank of the Prime Rate, the US Prime Rate or the US Prime Referenced Rate shall, absent manifest error, be final, conclusive and binding on Borrower.
- (2) **Late Fee; Default Rate.** If any payment is not made within ten (10) days after the date such payment is due, Borrower shall pay Bank a late fee equal to the lesser of (i) 5% of the amount of such unpaid amount or (ii) the maximum amount permitted to be charged under applicable law. All Obligations shall bear interest, from and after the occurrence and during the continuance of an Event of Default, at a rate equal to 5 percentage points above the interest rate applicable immediately prior to the occurrence of the Event of Default.
- (3) **Payments.** Interest hereunder shall be due and payable on the first calendar day of each month during the term hereof. Bank shall, at its option, charge such interest, all Bank Expenses, and all Periodic Payments against any of Borrower's deposit accounts or against the Revolving Facility, in which case those amounts shall thereafter accrue interest at the rate then applicable hereunder. Any interest not paid when due shall be compounded by becoming a part of the Obligations, and such interest shall thereafter accrue interest at the rate then applicable hereunder. Borrower shall repay in full the outstanding principal balance of all Advances under and all accrued and unpaid interest and other Obligations in connection with the Revolving Facility on the Revolving Maturity Date.
- (4) **Computation.** In the event the Prime Rate, the US Prime Rate or the US Prime Referenced Rate is changed from time to time hereafter, the applicable rate of interest hereunder shall be increased or decreased, effective as of the day the Prime Rate, US Prime Rate or US Prime Referenced Rate is changed, by an amount equal to such change in the Prime Rate, US Prime Rate or US Prime Referenced Rate. Interest on Advances denominated in Canadian Dollars hereunder shall be computed on the basis of a year of 365 days for the actual

number of days. Interest on Advances denominated in US Dollars hereunder shall be computed on the basis of a year of 360 days for the actual number of days.

(5) **Interest Act (Canada).** For the purpose of the *Interest Act* (Canada), the yearly rate of interest to which interest calculated on the basis of a year of 360, 365 or 366 days, as the case may be, is equivalent to the rate of interest determined as herein provided multiplied by the number of days in such year and divided by 360, 365 or 366, as the case may be. Further, in this Agreement all interest shall be calculated using the nominal rate method and not the effective rate method and the "deemed re investment principle" shall not apply to such calculations.

(6) **Criminal Code (Canada).** Notwithstanding any provisions of this Agreement, in no event shall the aggregate "interest" (as defined in Section 347 of the *Criminal Code* (Canada)) payable by Borrower under the Loan Documents exceed the effective annual rate of interest on the "credit advanced" (as defined in Section 347 of the *Criminal Code* (Canada)) under this Agreement lawfully permitted by that Section and, if any payment, collection or demand pursuant to this Agreement in respect of "interest" (as defined in Section 347 of the *Criminal Code* (Canada)) is determined to be contrary to the provisions of that Section, such payment, collection or demand shall be deemed to have been made by mutual mistake of Borrower and Bank and the amount of such payment or collection shall be refunded to Borrower. For the purposes of this paragraph the effective annual rate of interest shall be determined in accordance with generally accepted actuarial practices and principles over the relevant term and, in the event of a dispute, a certificate of a Fellow of the Canadian Institute of Actuaries appointed by Bank will be prima facie evidence of such rate.

Section 2.5 Crediting Payments

In the absence of an Event of Default, Bank shall credit a wire transfer of funds, cheque or other item of payment to such deposit account or Obligation as Borrower specifies, except that to the extent Borrower uses the Advances to purchase Collateral, Borrower's repayment of the Advances shall apply on a "first-in-first-out" basis so that the portion of the Advances used to purchase a particular item of Collateral shall be paid in the chronological order Borrower purchased the Collateral. After the occurrence and during the continuance of an Event of Default, Bank shall have the right, in its sole discretion, to immediately apply any wire transfer of funds, cheque or other item of payment Bank may receive to conditionally reduce Obligations, but such applications of funds shall not be considered a payment on account unless such payment is of immediately available funds or unless and until such cheque or other item of payment is honoured when presented for payment. Notwithstanding anything to the contrary contained herein, any wire transfer or payment received by Bank after 12:00 noon Eastern time shall be deemed to have been received by Bank as of the opening of business on the immediately following Business Day. Whenever any payment to Bank under the Loan Documents would otherwise be due (except by reason of acceleration) on a date that is not a Business Day, such payment shall instead be due on the next Business Day, and additional fees or interest, as the case may be, shall accrue and be payable for the period of such extension.

Section 2.6 Fees

Borrower shall pay to Bank the following:

- (a) **Facility Fee.** On the Closing Date, a fee equal to US\$15,000, which shall be fully earned and non-refundable; and
- (b) **Bank Expenses.** On the Closing Date, all Bank Expenses incurred through the Closing Date, and, after the Closing Date, all Bank Expenses, as and when they become due.

Section 2.7 Regulatory Developments and Other Circumstances

If the adoption after the date hereof, or any change after the date hereof in, any applicable law, rule, guideline or regulation (whether domestic or foreign) of any governmental authority, central bank or comparable agency charged with the interpretation or administration thereof, or compliance by Bank with any guideline, request or directive (whether or not having the force of law) made by any such authority, central bank or comparable agency after the date hereof: (a) shall subject Bank to any tax, duty or other charge with respect to this Agreement or any Obligations under this Agreement, or shall change the basis of taxation of payments to Bank of the principal of or interest under this Agreement or any other amounts due under this Agreement in respect thereof (except for changes

in the rate of tax on the overall net income of Bank or its LIBOR Lending Office imposed by the jurisdiction in which Bank's principal executive office or LIBOR Lending Office is located); or (b) shall impose, modify or deem applicable any deposit insurance, reserve (including, without limitation, any imposed by the Board of Governors of the Federal Reserve System), special deposit or similar requirement against assets of, deposits with or for the account of, or credit extended by Bank, or shall impose on Bank or the foreign exchange and interbank markets any other condition affecting this Agreement or the Obligations hereunder; and the result of any of the foregoing is to increase the cost to Bank of maintaining any part of the Obligations hereunder or to reduce the amount of any sum received or receivable by Bank under this Agreement by an amount deemed by the Bank to be material, then Borrower shall pay to Bank, within fifteen (15) days of Borrower's receipt of written notice from Bank demanding such compensation, such additional amount or amounts as will compensate Bank for such increased cost or reduction. A certificate of Bank, prepared in good faith and in reasonable detail by Bank and submitted by Bank to Borrower, setting forth the basis for determining such additional amount or amounts necessary to compensate Bank shall be conclusive and binding for all purposes, absent manifest error.

Section 2.8 Tax Indemnification

(1) **Payments Not Subject to Taxes.** All payments (each a "Loan-Related Payment") whatsoever due under this Agreement or, in the case of enforcement, under any Security, will be made by the Loan Parties free and clear of, and without liability or withholding or deduction for or on account of, any present or future Taxes imposed or levied by or on behalf of any country or jurisdiction from or through which Loan-Related Payments are made (the "Tax Jurisdiction") unless the withholding or deduction of any such Tax is required by law.

(2) **Taxes and Indemnification.**

(a) **Payment of Taxes:** If any deduction or withholding for Tax shall at any time be required by law in respect of any Loan-Related Payments, each Loan Party acknowledges its obligation promptly:

(i) to pay over to the government or taxing authority imposing such Tax the full amount of Taxes (the "Tax Amount") required to be deducted or withheld in respect thereof (including, without limitation, the full amount of any Tax required to be deducted or withheld from or otherwise paid in respect of any related Tax Reimbursement Amount (as defined below)), and

(ii) except as expressly provided in Section 2.8(2)(b) hereof, to pay to Bank such additional amount (the "Tax Reimbursement Amount") as is necessary in order that the amount received by Bank, on the date such Loan-Related Payment is due after any required deduction or withholding of such Tax (including, without limitation, any required deduction, withholding or other payment of Tax on or with respect to such Tax Reimbursement Amount), shall equal the amount Bank would have received had no such deduction, withholding or other payment of such Tax been required.

(b) **Reimbursement of Bank-Paid Amounts:** Each Loan Party shall jointly and severally indemnify Bank for the full amount of Taxes paid or required to be paid by Bank on amounts payable pursuant to this Agreement or any Security and any liability (including penalties, interest and expenses) arising therefrom, together with such amounts as will result in Bank receiving the amount that would otherwise have been received by it in the absence of such Taxes and the indemnification provided for herein. Except where a Loan Party is required to deduct or withhold a Tax Amount as described in Section 2.8(2)(a) hereof, Bank shall notify Borrower of any Taxes for which the Loan Party is required to indemnify Bank pursuant to this Section 2.8(2)(b) and of the amount payable to it by the Loan Party pursuant hereto and the Loan Parties shall pay such amounts to Bank within ten (10) Business Days of the receipt of such notice.

(c) **Notification Obligations:** The Loan Parties will promptly furnish Bank with copies of the official receipt issued by the relevant taxation or other authorities involved for all amounts deducted or withheld as aforesaid (and paid over to such authorities) in respect of such Tax.

Determinations by Bank for the purposes of this Section 2.8 of sums received by it, including any additional amounts required to compensate it in respect thereto, shall be conclusive, absent manifest error.

Section 2.9 Currency Indemnity

(1) Indemnity. If:

- (a) any amount payable under, or in connection with any matter relating to or arising out of, the Loan Documents is received by Bank in a currency (the "Payment Currency") other than that agreed to be payable hereunder or thereunder (the "Agreed Currency"), whether voluntarily or pursuant to an order, judgment or decision of any court, tribunal, arbitration panel or administrative agency or as a result of any bankruptcy, receivership, liquidation or other insolvency type proceedings or otherwise; and
- (b) the amount so produced by converting the Payment Currency so received into the Agreed Currency is less than the relevant amount of the Agreed Currency;

then:

- (c) the amount so received shall constitute a discharge of the liability of the Loan Party under or in connection any of the Loan Documents only to the extent of the amount received following the conversion described in paragraph (b) above; and
- (d) the Loan Parties shall indemnify and save Bank harmless from and against such deficiency and any loss or damage arising as a result thereof.

Any conversion pursuant to this Section 2.9(1) shall be made at such prevailing rate of exchange on the date the Payment Currency is received by Bank and in such market as is determined by Bank as being the most appropriate for such conversion. The Loan Parties shall in addition pay the costs of such conversion.

(2) Independent Obligation. The indemnity set out in Section 2.9(1):

- (a) is an obligation of the Loan Parties which is separate and independent from all other obligations of the Loan Parties under any of the Loan Documents;
- (b) gives rise to a separate and independent cause of action;
- (c) applies irrespective of any indulgence granted by or on behalf of Bank; and
- (d) continues in full force and effect notwithstanding, and does not merge with, any order, judgment or decision of any court, tribunal, arbitration panel or administrative agency or as a result of any bankruptcy, receivership, liquidation or other insolvency type proceeding or otherwise as to any amount due under this Agreement and the Security or in connection herewith or therewith.

Section 2.10 Term

This Agreement shall become effective on the Closing Date and, subject to Section 12.7, shall continue in full force and effect for so long as any Obligations remain outstanding or Bank has any obligation to make Credit Extensions under this Agreement. Notwithstanding the foregoing, Bank shall have the right to terminate its obligation to make Credit Extensions under this Agreement immediately and without notice upon the occurrence and during the continuance of an Event of Default. Notwithstanding termination of its obligations to make Credit Extensions, Bank's Liens on the Collateral shall remain in effect for so long as any Obligations are outstanding.

ARTICLE 3 – CONDITIONS OF LOANS

Section 3.1 Conditions Precedent to Initial Credit Extension

The obligation of Bank to make the initial Credit Extension is subject to the condition precedent that Bank shall have received, in form and substance satisfactory to Bank, the following:

- (a) this Agreement (including the Guarantee incorporated herein);
- (b) the Security Agreements;
- (c) SRED Assignment (including directions of payment in respect thereof);
- (d) intercreditor agreement among Bank, MMV Finance Canada Inc. and the Loan Parties;
- (e) an officer's certificate of each Loan Party with respect to, among other things, incumbency and resolutions authorizing the execution and delivery of this Agreement and the other Loan Documents;
- (f) such UCC, PPSA and other filings as Bank determines are necessary to perfect all security interests granted to Bank by the Loan Parties;
- (g) account documentation including any cash management required by Bank;
- (h) a certificate of insurance with respect to each Loan Party's insurance coverage and an agreement to furnish insurance executed by each Loan Party;
- (i) the Itemization of Amount Financed Disbursement Instructions signed by a Responsible Officer of Borrower in substantially the form of Exhibit B;
- (j) an Automatic Debit Authorization signed by a Responsible Officer of Borrower in substantially the form of Exhibit C hereto;
- (k) payment of the fees and Bank Expenses then due specified in Section 2.6;
- (l) current searches indicating that except for Permitted Liens, there are no other security interests or Liens of record in the Collateral;
- (m) acknowledgement and confirmation from various prior secured creditors under the PPSA;
- (n) an audit of the Collateral, the results of which shall be satisfactory to Bank;
- (o) current financial statements, including audited statements for the most recently ended fiscal year of the Loan Parties, together with an unqualified opinion, company prepared consolidated and consolidating balance sheets and income statements for the most recently ended month in accordance with Section 6.2, and such other updated financial information as Bank may reasonably request;
- (p) Compliance Certificate duly completed as of the Closing Date;
- (q) Borrowing Base Certificate duly completed as of the Closing Date
- (r) the Warrant;
- (s) payout letter executed by Bank of Montreal in favour of Bank;

- (t) evidence that Borrower shall have closed, or will close on the Closing Date, a transaction for the issuance of Borrower's equity securities providing for net proceeds received by Borrower of at least C\$2,000,000; and
- (u) such other documents or certificates, and completion of such other matters, as Bank may reasonably deem necessary or appropriate.

Section 3.2 Conditions Precedent to all Credit Extensions

The obligation of Bank to make each Credit Extension, including the initial Credit Extension, is further subject to the following conditions:

- (a) timely receipt by Bank of the Loan Payment/Advance Telephone Request Form; and
- (b) the representations and warranties contained in Article 5 shall be true and correct in all material respects on and as of the date of such Loan Payment/Advance Telephone Request Form and on the effective date of each Credit Extension as though made at and as of each such date, and no Event of Default shall have occurred and be continuing, or would exist after giving effect to such Credit Extension (provided, however, that those representations and warranties expressly referring to another date shall be true, correct and complete in all material respects as of such date). The making of each Credit Extension shall be deemed to be a representation and warranty by each Loan Party on the date of such Credit Extension as to the accuracy of the facts referred to in this Section 3.2.

ARTICLE 4 – SECURITY

Section 4.1 Security Agreement

Payment and performance of all Obligations will be secured by the Security.

Section 4.2 Perfection of Security Interest

Each Loan Party authorizes Bank to file at any time financing statements, financing change statements, notices of grant of security interest, continuation statements and amendments thereto that (i) describe the Collateral as all assets of such Loan Party, and (ii) contain any other information required by applicable personal property security legislation for the registration of any financing statement, financing change statement or amendment, including whether such Loan Party is an organization, the type of organization and any organizational identification number issued to such Loan Party, if applicable. Any such financing statements may be signed by Bank on behalf of a Loan Party, as provided in the UCC, and may be filed at any time in any jurisdiction.

Section 4.3 Delivery of Additional Documentation Required

Each Loan Party shall from time to time execute and deliver to Bank, at the request of Bank, all Negotiable Collateral, all financing statements, financing change statements and other documents that Bank may reasonably request, in form satisfactory to Bank, to perfect and continue the perfection of Bank's security interests in the Collateral and in order to fully consummate all of the transactions contemplated under the Loan Documents.

Section 4.4 Right to Inspect

Bank (through any of its officers, employees, or agents) shall have the right, upon reasonable prior notice, from time to time during the Loan Parties' usual business hours but no more than twice a year (unless an Event of Default has occurred and is continuing), to inspect the Books and to make copies thereof and to check, test, and appraise the Collateral in order to verify the Loan Parties' financial condition or the amount, condition of, or any other matter relating to, the Collateral.

ARTICLE 5 – REPRESENTATIONS AND WARRANTIES

Each Loan Party represents and warrants as follows:

Section 5.1 Due Organization and Qualification

Such Loan Party and each of its Subsidiaries is a corporation duly existing under the laws of the jurisdiction in which it is incorporated and qualified and licensed to do business in any province, territory or state in which the conduct of its business or its ownership of property requires that it be so qualified, except where the failure to do so would not reasonably be expected to cause a Material Adverse Effect.

Section 5.2 Due Authorization; No Conflict

The execution, delivery and performance of the Loan Documents to which such Loan Party is party are within such Loan Party's powers, have been duly authorized, and are not in conflict with nor constitute a breach of any provision contained in such Loan Party's constituting documents or bylaws, nor will they constitute an event of default under any material agreement by which such Loan Party is bound. It is in default under any agreement by which it is bound, except to the extent such default would not reasonably be expected to cause a Material Adverse Effect.

Section 5.3 Collateral

It has rights in or the power to transfer its Collateral, and its title to its Collateral is free and clear of Liens, adverse claims and restrictions on transfer or pledge except for Permitted Liens. All of its Collateral is located solely in the Collateral Jurisdictions. Its Eligible Accounts are bona fide existing obligations. The property or services giving rise to such Eligible Accounts has been delivered or rendered to the account debtor or its agent for immediate shipment to and unconditional acceptance by the account debtor. It has not received notice of actual or imminent Insolvency Proceeding of any account debtor whose accounts are included in any Borrowing Base Certificate as an Eligible Account. All of its Inventory is in all material respects of good and merchantable quality, free from all material defects, except for Inventory for which adequate reserves have been made. Except as set forth in the Schedule of Exceptions, none of the Collateral is maintained or invested with a Person other than Bank or Bank's Affiliates.

Section 5.4 Intellectual Property Collateral

It is the sole owner of its Intellectual Property Collateral, except for licences granted by such Loan Party as set forth in the Schedule of Exceptions. To the best of its knowledge, each of its Copyrights, Trademarks and Patents is valid and enforceable, and no part of its Intellectual Property Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made to any Loan Party that any part of the Intellectual Property Collateral violates the rights of any third party except to the extent such claim would not reasonably be expected to cause a Material Adverse Effect. Except as set forth in the Schedule of Exceptions, its rights as a licensee of intellectual property do not give rise to more than 5% of its gross revenue in any given month, including without limitation revenue derived from the sale, licensing, rendering or disposition of any product or service.

Section 5.5 Name; Location of Chief Executive Office

Except as disclosed in the Schedule of Exceptions, it has not done business under any name other than that specified on the signature page hereof, and its exact legal name is as set forth on the signature page hereof. Its chief executive office and principal place of business of is located in the Chief Executive Office Jurisdiction at the address indicated in Article 10 hereof.

Section 5.6 Litigation

Except as set forth in the Schedule of Exceptions, there are no actions or proceedings pending by or against it or any of its Subsidiaries before any court or administrative agency in which a likely adverse decision would reasonably be expected to have a Material Adverse Effect.

Section 5.7 No Material Adverse Change in Financial Statements

All consolidated and consolidating financial statements related to Parent and any Subsidiary that are delivered by Borrower to Bank fairly present in all material respects Parent's consolidated and consolidating financial condition as of the date thereof and Parent's consolidated and consolidating results of operations for the period then ended. There has not been a material adverse change in the consolidated or in the consolidating financial condition of Parent since the date of the most recent of such financial statements submitted to Bank.

Section 5.8 Solvency, Payment of Debts

It is solvent and able to pay its debts (including trade debts) as they mature; the fair saleable value of its assets (including goodwill minus disposition costs) exceeds the fair value of its liabilities; and it is not left with unreasonably small capital after the transactions contemplated by this Agreement.

Section 5.9 Compliance with Laws and Regulations

It and each of its Subsidiaries, to the extent any of them is subject to ERISA, has met the minimum funding requirements of ERISA with respect to any employee benefit plans subject to ERISA. No event has occurred resulting from its failure to comply with ERISA that is reasonably likely to result in it incurring any liability that could have a Material Adverse Effect. It is not an "investment company" or a company "controlled" by an "investment company" within the meaning of the *Investment Company Act of 1940*. It is not engaged principally, or as one of the important activities, in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulations T and U of the Board of Governors of the Federal Reserve System). It has complied in all material respects with all the provisions of the *Federal Fair Labor Standards Act*, if applicable. It is in compliance with all Environmental Laws, regulations and ordinances that are applicable to such Loan Party except where the failure to comply is not reasonably likely to have a Material Adverse Effect. It has not violated any statutes, laws, ordinances or rules applicable to it, the violation of which would reasonably be expected to have a Material Adverse Effect. It and each of its Subsidiaries have filed or caused to be filed all tax returns required to be filed, and have paid, or have made adequate provision for the payment of, all taxes reflected therein except those being contested in good faith with adequate reserves under GAAP or where the failure to file such returns or pay such taxes would not reasonably be expected to have a Material Adverse Effect.

Section 5.10 Subsidiaries

It does not own any stock, partnership interest or other equity securities of any Person, except for Permitted Investments.

Section 5.11 Government Consents

It and each of its Subsidiaries has obtained all consents, approvals and authorizations of, made all declarations or filings with, and given all notices to, all governmental authorities that are necessary for the continued operation of such Loan Party's business as currently conducted, except where the failure to do so would not reasonably be expected to cause a Material Adverse Effect.

Section 5.12 Inbound Licences

Except as disclosed on the Schedule of Exceptions, it is not a party to, or bound by, any licence or other agreement that prohibits or otherwise restricts such Loan Party from granting a security interest in such Loan Party's interest in such licence or agreement or any other property.

Section 5.13 Full Disclosure

No representation, warranty or other statement made by it in any certificate or written statement furnished to Bank taken together with all such certificates and written statements furnished to Bank contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained in such certificates or statements not misleading, it being recognized by Bank that the projections and forecasts

provided by such Loan Party in good faith and based upon reasonable assumptions are not to be viewed as facts and that actual results during the period or periods covered by any such projections and forecasts may differ from the projected or forecasted results.

ARTICLE 6 -- AFFIRMATIVE COVENANTS

Each Loan Party covenants and agrees that, until payment in full of all outstanding Obligations, and for so long as Bank may have any commitment to make a Credit Extension hereunder, such Loan Party shall do all of the following that are applicable to it:

Section 6.1 Good Standing and Government Compliance

Except as set out in the Schedule of Exceptions, it shall maintain its and each of its Subsidiaries' corporate existence and good standing in its and their respective jurisdiction of incorporation, shall maintain qualification and good standing in each other jurisdiction in which the failure to so qualify would reasonably be expected to have a Material Adverse Effect, and shall furnish to Bank the organizational identification number issued to such Loan Party (and each of its Subsidiaries) by the authorities of the jurisdiction in which such Loan Party (and each of its Subsidiaries) is organized, if applicable. To the extent it is subject to ERISA, it shall meet, and shall cause each Subsidiary that is subject to ERISA to meet, the minimum funding requirements of ERISA with respect to any employee benefit plans subject to ERISA. It shall comply in all material respects with all applicable Environmental Laws, and maintain all material permits, licenses and approvals required thereunder where the failure to do so would reasonably be expected to have a Material Adverse Effect. It shall comply, and shall cause each Subsidiary to comply, with all statutes, laws, ordinances and government rules and regulations to which it is subject, and shall maintain, and shall cause each of its Subsidiaries to maintain, in force all licenses, approvals and agreements, the loss of which or failure to comply with which would reasonably be expected to have a Material Adverse Effect.

Section 6.2 Financial Statements, Reports, Certificates

Borrower shall deliver to Bank the following:

(a) (i) as soon as available, but in any event within thirty (30) days after the end of each calendar month, a company prepared consolidated and consolidating balance sheet, income statement and cash flow statement covering Parent's operations during such period, in a form reasonably acceptable to Bank and certified by a Responsible Officer, (ii) as soon as available, but in any event within one hundred and twenty (120) days after the end of Parent's fiscal year, audited consolidated and consolidating financial statements of Parent prepared in accordance with GAAP, consistently applied, together with an opinion which is unqualified or otherwise consented to in writing by Bank on such financial statements of an independent certified chartered accounting firm reasonably acceptable to Bank, (iii) if applicable, copies of all statements, reports and notices sent or made available generally by a Loan Party to its security holders or to any holders of Subordinated Debt and all reports on Forms 10-K and 10-Q filed with the Securities and Exchange Commission, (iv) promptly upon receipt of notice thereof, a report of any legal actions pending or threatened against any Loan Party that could result in damages or costs to such Loan Party of \$100,000 or more, (v) promptly upon receipt, each management letter prepared by a Loan Party's independent certified chartered accounting firm regarding the Loan Party's management control systems, (vi) such budgets, sales projections, operating plans or other financial information generally prepared by a Loan Party in the ordinary course of business as Bank may reasonably request from time to time, (vii) as soon as available but in any event within thirty (30) days prior to the end of Borrower's fiscal year, operating budgets, annual budgets and forecasts, prepared for the next fiscal year and approved by the board of directors, in form and substance satisfactory to Bank, (viii) such other financial information as Bank may reasonably request from time to time, and (ix) semi-annually on February 15th and August 15th, a report signed by Borrower, in form reasonably acceptable to Bank, listing any applications or registrations that any Loan Party has made or filed in respect of any Patents, Copyrights, Trademarks or other Intellectual Property Collateral and the status of any outstanding applications or registrations, as well as any material change in any Loan Party's Intellectual Property Collateral, including but not limited to any subsequent ownership right of a Loan Party in or to any Trademark, Patent, Copyright or other Intellectual Property Collateral not specified in any Security delivered to Bank by such Loan Party in connection with this Agreement;

(b) within thirty (30) days after the last day of each month, Borrower shall deliver to Bank a Borrowing Base Certificate signed by a Responsible Officer in substantially the form of Exhibit E hereto, together with (i) aged listings by invoice date of accounts receivable and accounts payable, and (ii) an inventory report;

(c) within thirty (30) days after the last day of each month, Borrower shall deliver to Bank with the monthly financial statements a Compliance Certificate certified as of the last day of the applicable month and signed by a Responsible Officer in substantially the form of Exhibit D hereto;

(d) within thirty (30) days after the last day of each month, Borrower shall cause to be delivered to Bank: (i) the summary report from Export Development Canada insurance for any Eligible Accounts produced by the EDC Insurance Receivable Centre, and (ii) certification by Borrower that it complies with all applicable Export Development Canada insurance requirements;

(e) as soon as possible and in any event within three (3) calendar days after becoming aware of the occurrence or existence of an Event of Default hereunder, a written statement of a Responsible Officer setting forth details of the Event of Default, and the action which the applicable Loan Party has taken or proposes to take with respect thereto; and

(f) Bank shall have a right from time to time hereafter to audit the Loan Parties' Accounts and appraise Collateral at Borrower's expense; provided that such audits will be conducted no more often than every six (6) months unless an Event of Default has occurred and is continuing; provided further that, notwithstanding the foregoing, Bank (or its authorized agent) may conduct SRED audits as often as it deems appropriate or necessary at Borrower's expense (including as a precondition to any Advance under the Revolving Facility relying on Eligible Tax Credits Receivable).

A Loan Party may deliver to Bank on an electronic basis any certificates, reports or information required pursuant to this Section 6.2, and Bank shall be entitled to rely on the information contained in the electronic files, provided that Bank in good faith believes that the files were delivered by a Responsible Officer. If a Loan Party delivers this information electronically, it shall also deliver to Bank by Canada Post, reputable overnight courier service, hand delivery, facsimile or .pdf file within five (5) Business Days of submission of the unsigned electronic copy the certification of monthly financial statements, the intellectual property report, the Borrowing Base Certificate and the Compliance Certificate, each bearing the physical signature of the Responsible Officer.

Section 6.3 Inventory; Returns

It shall keep all of its Inventory in good and merchantable condition, free from all material defects except for Inventory for which adequate reserves have been made. Returns and allowances, if any, as between itself and its account debtors shall be on the same basis and in accordance with the usual customary practices of such Loan Party, as they exist on the Closing Date. It shall promptly notify Bank of all returns and recoveries and of all disputes and claims involving more than \$100,000.

Section 6.4 Taxes

It shall make, and shall cause each of its Subsidiaries to make, due and timely payment or deposit of all material federal, provincial, state and local taxes, assessments or contributions required of it by law, and will execute and deliver to Bank, on demand, appropriate certificates attesting to the payment or deposit thereof; and it will make, and will cause each of its Subsidiaries to make, timely payment or deposit of all material tax payments and withholding taxes required of it by applicable laws, including, but not limited to, those laws concerning provincial and federal income taxes, and will, upon request, furnish Bank with proof satisfactory to Bank indicating that it and/or any of its Subsidiaries has made such payments or deposits; provided that neither it nor any of its Subsidiaries need make any payment if the amount or validity of such payment is contested in good faith by appropriate proceedings and is reserved against (to the extent required by GAAP) by such Loan Party.

Section 6.5 Insurance

(1) It shall, at its expense, keep the Collateral insured against loss or damage by fire, theft, explosion, sprinklers, and all other hazards and risks, and in such amounts, as ordinarily insured against by other owners in

similar businesses conducted in the locations where such Loan Party's business is conducted on the date hereof. It shall also maintain liability and other insurance in amounts and of a type that are customary to businesses similar to such Loan Party's. If it fails to maintain insurance as required by this Agreement, Bank may, but shall not be obliged to, maintain or effect such insurance coverage, or so much thereof as Bank considers necessary for its protection.

(2) All such policies of insurance shall be in such form, with such companies, and in such amounts as reasonably satisfactory to Bank. All policies of property insurance shall contain, among other things, a lender's loss payable endorsement, in a form satisfactory to Bank, showing Bank as an additional loss payee, and all liability insurance policies shall show Bank as an additional insured. In addition, all insurance policies shall specify that the insurer must give at least twenty (20) days notice to Bank before cancelling its policy for any reason. Upon Bank's request, it shall deliver to Bank certified copies of the policies of insurance and evidence of all premium payments. If no Event of Default has occurred and is continuing, proceeds payable under any casualty policy will, at its option, be payable to such Loan Party to replace the property subject to the claim, provided that any such replacement property shall be deemed Collateral in which Bank has been granted a first priority security interest. If an Event of Default has occurred and is continuing, all proceeds payable under any such policy shall, at Bank's option, be payable to Bank to be applied on account of the Obligations. It hereby authorizes and directs the insurer under any policy of insurance required hereunder to include the name of Bank as a loss payee on any cheque or draft which may be issued with respect to a claim under and by virtue of such insurance, and the production by Bank to any insurer of a certified copy of this Agreement shall be its full and complete authority for so doing.

Section 6.6 Primary Depository

It shall maintain, and shall cause each of its Subsidiaries to maintain, all its depository, operating and investment accounts with Bank.

Section 6.7 Financial Covenants

Parent shall at all times maintain, on a consolidated basis, the following financial ratios and covenants:

- (a) Minimum Tangible Net Worth. A Tangible Net Worth of not less than (i) C\$3,000,000 from the Closing Date until November 30, 2010, (ii) C\$2,500,000 for the month ending December 31, 2010, (iii) C\$1,750,000 for the month ending January 31, 2011, (iv) C\$1,500,000 for the month ending February 28, 2011, and (v) C\$1,000,000 at all times thereafter.
- (b) Minimum Liquidity Ratio. A Liquidity Ratio of not less than 1.25:1.00.

Section 6.8 Registration of Intellectual Property Rights

(1) It shall register or cause to be registered on an expedited basis (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as the case may be, and the Canadian equivalents thereof, those registrable intellectual property rights now owned or hereafter developed or acquired by such Loan Party, to the extent that such Loan Party, in its reasonable business judgment, deems it appropriate to so protect such intellectual property rights.

(2) It shall promptly give Bank written notice of any applications or registrations of intellectual property rights filed with the United States Patent and Trademark Office or the Canadian equivalent thereof, including the date of such filing and the registration or application numbers, if any.

(3) It shall (i) give Bank not less than thirty (30) days prior written notice of the filing of any applications or registrations with the United States Copyright Office and the Canadian equivalent thereof, including the title of such intellectual property rights to be registered, as such title will appear on such applications or registrations, and the date such applications or registrations will be filed; (ii) prior to the filing of any such applications or registrations, execute such documents as Bank may reasonably request for Bank to maintain its perfection in such intellectual property rights to be registered by such Loan Party; (iii) upon the request of Bank, either deliver to Bank or file such documents simultaneously with the filing of any such applications or registrations; (iv) upon

filing any such applications or registrations, promptly provide Bank with a copy of such applications or registrations together with any exhibits, evidence of the filing of any documents requested by Bank to be filed for Bank to maintain the perfection and priority of its security interest in such intellectual property rights, and the date of such filing.

(4) It shall execute and deliver such additional instruments and documents from time to time as Bank shall reasonably request to perfect and maintain the perfection and priority of Bank's security interest in the Intellectual Property Collateral.

(5) It shall (i) protect, defend and maintain the validity and enforceability of the trade secrets, Trademarks, Patents and Copyrights, (ii) use commercially reasonable efforts to detect infringements of the Trademarks, Patents and Copyrights and promptly advise Bank in writing of material infringements detected and (iii) not allow any material Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Bank, which shall not be unreasonably withheld.

(6) Bank may audit the Intellectual Property Collateral of the Loan Parties to confirm compliance with this Section 6.8, provided such audit may not occur more often than twice per year, unless an Event of Default has occurred and is continuing. Bank shall have the right, but not the obligation, to take, at Borrower's sole expense, any actions that a Loan Party is required under this Section 6.8 to take but which such Loan Party fails to take, after fifteen (15) days notice to such Loan Party. Borrower shall reimburse and indemnify Bank for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this Section 6.8.

Section 6.9 Consent of Inbound Licensors

Prior to entering into or becoming bound by any license or agreement (other than for off-the-shelf software), it shall: (i) provide written notice to Bank of the material terms of such license or agreement with a description of its likely impact on such Loan Party's business or financial condition; and (ii) in good faith use commercially reasonable efforts to obtain the consent of, or waiver by, any person whose consent or waiver is necessary for such Loan Party's interest in such licenses or contract rights to be deemed Collateral and for Bank to have a security interest in it that might otherwise be restricted by the terms of the applicable license or agreement, whether now existing or entered into in the future, provided, however, that the failure to obtain any such consent or waiver shall not constitute a default under this Agreement.

Section 6.10 Further Assurances

At any time and from time to time it shall execute and deliver such further instruments and take such further action as may reasonably be requested by Bank to effect the purposes of this Agreement or any of the other Loan Documents (including the intercreditor agreement entered into by and among Bank, Loan Parties and MMV Finance Inc.).

ARTICLE 7 – NEGATIVE COVENANTS.

Each Loan Party covenants and agrees that, so long as any credit hereunder shall be available and until the outstanding Obligations are paid in full or for so long as Bank may have any commitment to make any Credit Extensions, such Loan Party will not do any of the following that are applicable to it without Bank's prior written consent unless expressly permitted under this Agreement:

Section 7.1 Dispositions

Convey, sell, lease, license, transfer or otherwise dispose of (collectively, to "Transfer"), or permit any of its Subsidiaries to Transfer, all or any part of its business or property, or move cash balances on deposit with Bank to accounts opened at another financial institution, other than Permitted Transfers.

Section 7.2 Change in Name, Location, Executive Office, or Executive Management; Change in Business; Change in Fiscal Year; Change in Control

Change its name or jurisdiction of incorporation or relocate its chief executive office, domicile or principal place of business without thirty (30) days prior written notification to Bank; replace its chief executive officer or chief financial officer without thirty (30) days prior written notification to Bank; engage in any business, or permit any of its Subsidiaries to engage in any business, other than or reasonably related or incidental to the businesses currently engaged in by it; change its fiscal year end; have a Change in Control.

Section 7.3 Mergers or Acquisitions

Amalgamate, merge or consolidate, or permit any of its Subsidiaries to amalgamate, merge or consolidate, with or into any other business organization, or acquire, or permit any of its Subsidiaries to acquire, all or substantially all of the capital stock or property of another Person.

Section 7.4 Indebtedness

Create, incur, assume, guarantee or be or remain liable with respect to any Indebtedness, or permit any Subsidiary to do so, other than Permitted Indebtedness, or prepay any Indebtedness or take any actions which impose on it an obligation to prepay any Indebtedness, except Indebtedness to Bank.

Section 7.5 Encumbrances

Create, incur, assume or allow any Lien with respect to any of its property, or assign or otherwise convey any right to receive income, including the sale of any Accounts, or permit any of its Subsidiaries to do so, except for Permitted Liens, or covenant to any other Person that in the future it will refrain from creating, incurring, assuming or allowing any Lien with respect to any of its property.

Section 7.6 Distributions

Except for the payment of dividends by a Loan Party to another Loan Party which has provided to Bank Security, pay any dividends or make any other distribution or payment on account of or in redemption, retirement or purchase of any capital stock.

Section 7.7 Investments

Directly or indirectly acquire or own, or make any Investment in or to any Person, or permit any of its Subsidiaries to do so, other than Permitted Investments, or maintain or invest any of its Cash or Investment Property (as defined in the Ontario PPSA) with a Person other than Bank or Bank's Affiliates or permit any Subsidiary to do so unless such Person has entered into a control agreement with Bank, in form and substance satisfactory to Bank, or suffer or permit any Subsidiary to be a party to, or be bound by, an agreement that restricts such Subsidiary from paying dividends or otherwise distributing property to it.

Section 7.8 Transactions with Affiliates

Directly or indirectly enter into or permit to exist any material transaction with any of its Affiliates except for transactions that are in the ordinary course of its business, upon fair and reasonable terms that are no less favourable to it than would be obtained in an arm's length transaction with a non-affiliated Person.

Section 7.9 Subordinated Debt

Make any payment in respect of any Subordinated Debt, or permit any of its Subsidiaries to make any such payment, except in compliance with the terms of such Subordinated Debt, or amend any provision affecting Bank's rights contained in any documentation relating to the Subordinated Debt without Bank's prior written consent.

Section 7.10 Inventory and Equipment

Store its Inventory or its Equipment with a bailee, warehouseman, or similar third party unless the third party has been notified of Bank's security interest and Bank (a) has received an acknowledgment from the third party that it is holding or will hold such Inventory or Equipment for Bank's benefit or (b) is in possession of the warehouse receipt, where negotiable, covering such Inventory or Equipment. Except for Inventory sold in the ordinary course of business and except for such other locations as Bank may approve in writing, it shall keep its Inventory and Equipment only at the location set forth in Article 10, Permitted Locations and such other locations of which it has (i) provided Bank thirty (30) days prior written notice and (ii) taken all necessary action as requested by Bank in order to ensure that assets located at such locations are secured and that Bank has a perfected, first priority Lien on such assets (including, without limitation, executing additional security documentation and obtaining landlord waivers, mortgage waivers or bailee waivers in form and substance reasonable satisfactory to Bank).

Section 7.11 No Investment Company; Margin Regulation

Become or be controlled by an "investment company," within the meaning of the *Investment Company Act of 1940*, or become principally engaged in, or undertake as one of its important activities, the business of extending credit for the purpose of purchasing or carrying margin stock, or use the proceeds of any Credit Extension for such purpose.

ARTICLE 8 -- EVENTS OF DEFAULT

Any one or more of the following events shall constitute a default under this Agreement (each an "Event of Default"):

Section 8.1 Payment Default

If a Loan Party fails to pay any of the Obligations when due.

Section 8.2 Covenant Default

- (1) If a Loan Party fails to perform any obligation under Section 6.2, 6.5, 6.6, (6.7) or 6.10 of this Agreement, or violates any of the covenants contained in Section 7 of this Agreement;
- (2) If a Loan Party fails to perform any obligation under Section 6.1, 6.3, 6.4, 6.8 or 6.9 of this Agreement and that failure, if capable of being remedied, is not remedied within ten (10) days after a Loan Party receives notice thereof or any officer of a Loan Party becomes aware thereof; or
- (3) If a Loan Party fails or neglects to perform or observe any other material term, provision, condition, covenant contained in this Agreement, in any of the Loan Documents, or in any other present or future agreement between such Loan Party and Bank and as to any default under such other term, provision, condition or covenant that can be cured, has failed to cure such default within ten (10) days after such Loan Party receives notice thereof or any officer of such Loan Party becomes aware thereof; provided, however, that if the default cannot by its nature be cured within the ten (10) day period or cannot after diligent attempts by such Loan Party be cured within such ten (10) day period, and such default is likely to be cured within a reasonable time, then such Loan Party shall have an additional reasonable period (which shall not in any case exceed thirty (30) days) to attempt to cure such default, and within such reasonable time period the failure to have cured such default shall not be deemed an Event of Default but no Credit Extensions will be made.

Section 8.3 Material Adverse Change

If there occurs a material adverse change in the prospects, business or financial condition of Borrower or the Loan Parties taken as a whole, or if there is a material impairment in the prospect of repayment of any portion of the Obligations or a material impairment in the perfection, value or priority of Bank's security interests in the Collateral.

Section 8.4 Attachment

If any material portion of a Loan Party's assets is attached, seized, subjected to a writ or distress warrant, or is levied upon, or comes into the possession of any trustee, receiver or person acting in a similar capacity and such attachment, seizure, writ or distress warrant or levy has not been removed, discharged or rescinded within ten (10) days, or if a Loan Party is enjoined, restrained, or in any way prevented by court order from continuing to conduct all or any material part of its business affairs, or if a judgment or other claim becomes a lien or encumbrance upon any material portion of a Loan Party's assets, or if a notice of lien, levy, or assessment is filed of record with respect to assets of a Loan Party by any government, or any department, agency, or instrumentality thereof, or by any federal, provincial, state, county, municipal or governmental agency, and the same is not paid within ten (10) days after such Loan Party receives notice thereof, provided that none of the foregoing shall constitute an Event of Default where such action or event is stayed or an adequate bond has been posted pending a good faith contest by a Loan Party (provided that no Credit Extensions will be made during such cure period).

Section 8.5 Insolvency

If a Loan Party becomes insolvent, or if an Insolvency Proceeding is commenced by a Loan Party, or if an Insolvency Proceeding is commenced against a Loan Party and is not dismissed or stayed within thirty (30) days (provided that no Credit Extensions will be made prior to the dismissal of such Insolvency Proceeding).

Section 8.6 Other Agreements

If there is a default or other failure to perform in any agreement to which a Loan Party is a party with a third party or parties resulting in a right by such third party or parties, whether or not exercised, to accelerate the maturity of any Indebtedness in an amount in excess of \$100,000 or that would reasonably be expected to have a Material Adverse Effect.

Section 8.7 Subordinated Debt

If a Loan Party makes any payment on account of Subordinated Debt, except to the extent the payment is allowed under any subordination agreement entered into with Bank.

Section 8.8 Judgments

If a judgment or judgments for the payment of money in an amount, individually or in the aggregate, of at least \$100,000 shall be rendered against a Loan Party and shall remain unsatisfied and unstayed for a period of ten (10) days (provided that no Credit Extensions will be made prior to the satisfaction or stay of the judgment).

Section 8.9 Misrepresentations

If any material misrepresentation or material misstatement exists now or hereafter in any warranty or representation set forth herein or in any certificate delivered to Bank by any Responsible Officer pursuant to this Agreement or to induce Bank to enter into this Agreement or any other Loan Document.

Section 8.10 Guarantee

If any guarantee (including the Guarantee contained in Section 13) of all or a portion of the Obligations ceases for any reason to be in full force and effect, or any guarantor fails to perform any obligation under any such guarantee or a security agreement securing any such guarantee (collectively, the "Guarantee Documents"), or any event of default occurs under any Guarantee Document or any guarantor revokes or purports to revoke a Guarantee Document, or any material misrepresentation or material misstatement exists now or hereafter in any warranty or representation set forth in any Guarantee Document or in any certificate delivered to Bank in connection with any Guarantee Document, or if any of the circumstances described in Section 8.3 through Section 8.8 occur with respect to any guarantor.

ARTICLE 9 – BANK’S RIGHTS AND REMEDIES

Section 9.1 Rights and Remedies

- (1) Upon the occurrence and during the continuance of an Event of Default, Bank may, at its election, without notice of its election and without demand, do any one or more of the following, all of which are authorized by each of the Loan Parties:
- (a) Declare all Obligations, whether evidenced by this Agreement, by any of the other Loan Documents, or otherwise, immediately due and payable (provided that upon the occurrence of an Event of Default described in Section 8.5 (insolvency), all Obligations shall become immediately due and payable without any action by Bank);
 - (b) Demand that Borrower or any other Loan Party (i) deposit cash with Bank in an amount equal to the amount of any letters of credit remaining undrawn, as collateral security for the repayment of any future drawings under such letters of credit, and (ii) pay in advance all letter of credit fees scheduled to be paid or payable over the remaining term of the letters of credit, and such Loan Party shall promptly deposit and pay such amounts;
 - (c) Cease advancing money or extending credit to or for the benefit of Borrower under this Agreement or under any other agreement between a Loan Party and Bank;
 - (d) Settle or adjust disputes and claims directly with account debtors for amounts, upon terms and in whatever order that Bank reasonably considers advisable;
 - (e) Make such payments and do such acts as Bank considers necessary or reasonable to protect its security interest in the Collateral. Each Loan Party agrees to assemble the Collateral if Bank so requires, and to make the Collateral available to Bank as Bank may designate. Each Loan Party authorizes Bank to enter the premises where the Collateral is located, to take and maintain possession of the Collateral, or any part of it, and to pay, purchase, contest, or compromise any encumbrance, charge, or lien which in Bank’s determination appears to be prior or superior to its security interest and to pay all expenses incurred in connection therewith. With respect to a Loan Party’s owned premises, such Loan Party hereby grants Bank a license to enter into possession of such premises and to occupy the same, without charge, in order to exercise any of Bank’s rights or remedies provided herein, at law, in equity, or otherwise;
 - (f) Set off and apply to the Obligations any and all (i) balances and deposits of a Loan Party held by Bank, and (ii) indebtedness at any time owing to or for the credit or the account of a Loan Party held by Bank;
 - (g) Ship, reclaim, recover, store, finish, maintain, repair, prepare for sale, advertise for sale, and sell (in the manner provided for herein) the Collateral. Bank is hereby granted a license or other right, solely pursuant to the provisions of this Section 9.1, to use, without charge, a Loan Party’s labels, patents, copyrights, rights of use of any name, trade secrets, trade names, trademarks, service marks, and advertising matter, or any property of a similar nature, as it pertains to the Collateral, in completing production of, advertising for sale, and selling any Collateral and, in connection with Bank’s exercise of its rights under this Section 9.1, such Loan Party’s rights under all licenses and all franchise agreements shall inure to Bank’s benefit;
 - (h) Sell the Collateral at either a public or private sale, or both, by way of one or more contracts or transactions, for cash or on terms, in such manner and at such places (including a Loan Party’s premises) as Bank determines is commercially reasonable, and apply any proceeds to the Obligations in whatever manner or order Bank deems appropriate. Bank may sell the Collateral without giving any warranties as to the Collateral. Bank may specifically disclaim any warranties of title or the like. This procedure will not be considered adversely to affect the commercial reasonableness of any sale of the Collateral. If Bank sells any of the Collateral upon credit,

Borrower will be credited only with payments actually made by the purchaser, received by Bank, and applied to the indebtedness of the purchaser. If the purchaser fails to pay for the Collateral, Bank may resell the Collateral and Borrower shall be credited with the proceeds of the sale;

- (i) Bank may credit bid and purchase at any public sale;
- (j) Enforce and realize on Security;
- (k) Apply for the appointment of a receiver, receiver-manager, receiver and manager, interim receiver, trustee, liquidator or conservator of the Collateral, without notice and without regard to the adequacy of the security for the Obligations and without regard to the solvency of a Loan Party, any guarantor or any other Person liable for any of the Obligations; and
- (l) Proceed to exercise any and all rights under this Agreement or under any other Loan Document or otherwise permitted by law.

Any deficiency that exists after disposition of the Collateral as provided above will be paid immediately by the Loan Parties.

(2) Bank may comply with any applicable provincial, state or federal law requirements in connection with a disposition of the Collateral and compliance will not be considered adversely to affect the commercial reasonableness of any sale of the Collateral.

Section 9.2 Power of Attorney

Effective only upon the occurrence and during the continuance of an Event of Default, such Loan Party hereby irrevocably appoints Bank (and any of Bank's designated officers, or employees) as such Loan Party's true and lawful attorney to: (a) send requests for verification of Accounts or notify account debtors of Bank's security interest in the Accounts; (b) endorse a Loan Party's name on any cheques or other forms of payment or security that may come into Bank's possession; (c) sign a Loan Party's name on any invoice or bill of lading relating to any Account, drafts against account debtors, schedules and assignments of Accounts, verifications of Accounts, and notices to account debtors; (d) dispose of any Collateral; (e) make, settle, and adjust all claims under and decisions with respect to a Loan Party's policies of insurance; (f) settle and adjust disputes and claims respecting the accounts directly with account debtors, for amounts and upon terms which Bank determines to be reasonable; (g) file a Loan Party's tax returns and related documents with the appropriate governmental authority; and (h) file, in its sole discretion, one or more financing statements, financing change statements or continuation statements and amendments thereto, relative to any of the Collateral without the signature of the applicable Loan Party where permitted by law; provided that, Bank may exercise such power of attorney to sign the name of a Loan Party on any of the documents described in Section 4.3 regardless of whether an Event of Default has occurred, including without limitation to modify, in its sole discretion, any intellectual property security agreement entered into between a Loan Party and Bank without first obtaining such Loan Party's approval of or signature to such modification by amending the Schedules thereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents, Trademarks or other Intellectual Property Collateral acquired by such Loan Party after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents, Trademarks or other Intellectual Property Collateral in which such Loan Party no longer has or claims to have any right, title or interest.

The appointment of Bank as the Loan Parties' attorney in fact, and each and every one of Bank's rights and powers, being coupled with an interest, is irrevocable until all of the Obligations have been fully repaid and performed and Bank's obligation to provide Credit Extensions hereunder is terminated.

Section 9.3 Accounts Collection

At any time after the occurrence and during the continuation of an Event of Default, Bank may notify any Person owing funds to a Loan Party of Bank's security interest in such funds and verify the amount of such Account. Each Loan Party shall collect all amounts owing to such Loan Party for Bank, receive in trust all payments as Bank's trustee, and immediately deliver such payments to Bank in their original form as received from the account debtor, with proper endorsements for deposit.

Section 9.4 Bank Expenses

If a Loan Party fails to pay any amounts or furnish any required proof of payment due to third persons or entities, as required under the terms of this Agreement, then Bank may do any or all of the following after reasonable notice to such Loan Party: (a) make payment of the same or any part thereof; (b) set up such reserves under any loan facility as Bank deems necessary to protect Bank from the exposure created by such failure; or (c) obtain and maintain insurance policies of the type discussed in Section 6.5 of this Agreement, and take any action with respect to such policies as Bank deems prudent. Any amounts so paid or deposited by Bank shall constitute Bank Expenses, shall be immediately due and payable, and shall bear interest at the then applicable rate hereinabove provided, and shall be secured by the Collateral. Any payments made by Bank shall not constitute an agreement by Bank to make similar payments in the future or a waiver by Bank of any Event of Default under this Agreement.

Section 9.5 Bank's Liability for Collateral

Bank has no obligation to clean up or otherwise prepare the Collateral for sale. All risk of loss, damage or destruction of the Collateral shall be borne by the Loan Parties.

Section 9.6 No Obligation to Pursue Others

Bank has no obligation to attempt to satisfy the Obligations by collecting them from any other person liable for them and Bank may release, modify or waive any collateral provided by any other Person to secure any of the Obligations, all without affecting Bank's rights against any Loan Party. Each Loan Party waives any right it may have to require Bank to pursue any other Person for any of the Obligations.

Section 9.7 Remedies Cumulative

Bank's rights and remedies under this Agreement, the other Loan Documents, and all other agreements shall be cumulative. Bank shall have all other rights and remedies not inconsistent herewith as provided under the PPSA, the UCC, by law, or in equity. No exercise by Bank of one right or remedy shall be deemed an election, and no waiver by Bank of any Event of Default on a Loan Party's part shall be deemed a continuing waiver. No delay by Bank shall constitute a waiver, election, or acquiescence by it. No waiver by Bank shall be effective unless made in a written document signed on behalf of Bank and then shall be effective only in the specific instance and for the specific purpose for which it was given. Each Loan Party expressly agrees that this Section 9.7 may not be waived or modified by Bank by course of performance, conduct, estoppel or otherwise.

Section 9.8 Demand; Protest

Except as otherwise provided in this Agreement, each Loan Party waives demand, protest, notice of protest, notice of default or dishonor, notice of payment and nonpayment and any other notices relating to the Obligations.

ARTICLE 10 – NOTICES

Unless otherwise provided in this Agreement, all notices or demands by any party relating to this Agreement or any other agreement entered into in connection herewith shall be in writing and (except for financial statements and other informational documents which may be sent by first-class mail, postage prepaid) shall be personally delivered or sent by a recognized overnight delivery service, certified mail, postage prepaid, return receipt requested, or by telefacsimile to a Loan Party or to Bank, as the case may be, at its addresses set forth below:

If to any Loan Party:	c/o ARXX Building Products Inc. 800 Division Street Cobourg, Ontario K9A 5V2 Attn: Chief Financial Officer Fax: 1.888.672.1729
-----------------------	--

If to Bank:

Comerica Bank

Suite 2210, South Tower
Royal Bank Plaza, P.O. Box 61
Toronto, Ontario M4W 3E2
Attn: Robert C. Rosen
Fax: (416) 367-2460

The parties hereto may change the address at which they are to receive notices hereunder, by notice in writing in the foregoing manner given to the other.

ARTICLE 11 – CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER

This Agreement shall be governed by, and construed in accordance with, the internal laws of the Province of Ontario and federal laws of Canada applicable therein, without regard to principles of conflicts of law. TO THE EXTENT PERMITTED BY LAW, EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS, HIS OR HER CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THE MUTUAL BENEFIT OF ALL PARTIES, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OTHER DOCUMENT, INSTRUMENT OR AGREEMENT BETWEEN THE UNDERSIGNED PARTIES.

ARTICLE 12 – GENERAL PROVISIONS

Section 12.1 Successors and Assigns

This Agreement shall bind and inure to the benefit of the respective successors and permitted assigns of each of the parties and shall bind all persons who become bound as a debtor to this Agreement; provided, however, that neither this Agreement nor any rights hereunder may be assigned by a Loan Party without Bank's prior written consent, which consent may be granted or withheld in Bank's sole discretion. Bank shall have the right without the consent of or notice to any Loan Party to sell, transfer, negotiate, or grant participation in all or any part of, or any interest in, Bank's obligations, rights and benefits hereunder.

Section 12.2 Indemnification

Each Loan Party shall defend, indemnify and hold harmless Bank and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Agreement; and (b) all losses or Bank Expenses in any way suffered, incurred, or paid by Bank, its officers, employees and agents as a result of or in any way arising out of, following, or consequential to transactions between Bank and any Loan Party whether under this Agreement, or otherwise (including without limitation reasonable legal fees and expenses), except for losses caused by Bank's gross negligence or wilful misconduct.

Section 12.3 Time of Essence

Time is of the essence for the performance of all obligations set forth in this Agreement.

Section 12.4 Severability of Provisions

Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

Section 12.5 Amendments in Writing, Integration

All amendments to or terminations of this Agreement or the other Loan Documents must be in writing. All prior agreements, understandings, representations, warranties, and negotiations between the parties hereto with respect to the subject matter of this Agreement and the other Loan Documents, if any, are merged into this Agreement and the other Loan Documents.

Section 12.6 Counterparts

This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or by e-mail in pdf format shall, in each case, be effective as delivery of a manually executed counterpart of this Agreement.

Section 12.7 Survival

All covenants, representations and warranties made in this Agreement shall continue in full force and effect so long as any Obligations remain outstanding or Bank has any obligation to make any Credit Extension to Borrower. The obligations of a Loan Party to indemnify Bank with respect to the expenses, damages, losses, costs and liabilities described in Section 12.2 shall survive until all applicable statute of limitations periods with respect to actions that may be brought against Bank have run out.

Section 12.8 Confidentiality

In handling any confidential information, Bank and all employees and agents of Bank shall exercise the same degree of care that Bank exercises with respect to its own proprietary information of the same types to maintain the confidentiality of any non-public information thereby received or received pursuant to this Agreement except that disclosure of such information may be made (i) to the subsidiaries or Affiliates of Bank in connection with their present or prospective business relations with Borrower and/or any of the other Loan Parties, (ii) to prospective transferees or purchasers of any interest in the credit facilities provided by Bank, provided that they have entered into a comparable confidentiality agreement in favour of Borrower and/or such other Loan Party and have delivered a copy to Borrower and/or such other Loan Party, (iii) as required by law, regulations, rule or order, subpoena, judicial order or similar order, (iv) as may be required in connection with the examination, audit or similar investigation of Bank and (v) as Bank may determine in connection with the enforcement of any remedies hereunder. Confidential information hereunder shall not include information that either: (a) is in the public domain or in the knowledge or possession of Bank when disclosed to Bank, or becomes part of the public domain after disclosure to Bank through no fault of Bank; or (b) is disclosed to Bank by a third party, provided Bank does not have actual knowledge that such third party is prohibited from disclosing such information.

ARTICLE 13 - GUARANTEE

(1) *Party Guarantee.* Each Loan Party other than Borrower (each a "Guarantor", and collectively, "Guarantors") hereby agrees that it is jointly and severally liable for, and, as primary obligee and not merely as surety, absolutely and unconditionally guarantees to Bank the prompt payment when due, whether at stated maturity, upon acceleration or otherwise, and at all times thereafter, of the Obligations. Each Guarantor further agrees that the Obligations may be extended or renewed in whole or in part without notice to or further assent from it, and that it remains bound upon its guarantee notwithstanding any such extension or renewal. All terms of this Guarantee apply to and may be enforced by or on behalf of any domestic or foreign branch or Affiliate of Bank.

(2) *Guarantee of Payment.* This Guarantee is a guarantee of payment and not of collection. Each Guarantor waives any right to require Bank to sue any other Loan Party or otherwise to enforce its payment against any collateral securing all or any part of the Obligations.

(3) *Indemnity.* As an original and independent obligation under this Guarantee, each Loan Party shall:

- (a) indemnify Bank and its successors, endorsees, transferees and assigns and keep Bank indemnified against all costs, losses, expenses and liabilities of whatever kind resulting from the failure by Loan Parties or any of them, to make due and punctual payment of any of the Obligations or resulting from any of the Obligations being or becoming void, voidable, unenforceable or ineffective against any Loan Party (including, but without limitation, all legal and other costs, charges and expenses incurred by Bank, or any of them, in connection with preserving or enforcing, or attempting to preserve or enforce, its rights under this Guarantee); and
- (b) pay on demand the amount of such costs, losses, expenses and liabilities whether or not Bank has attempted to enforce any rights against any Loan Party or any other Person or otherwise.

(4) *No Discharge or Diminishment of Guarantee.*

- (a) Except as otherwise provided for in this Guarantee, the obligations of each Guarantor under this Guarantee are unconditional and absolute and not subject to any reduction, limitation, impairment or termination for any reason (other than the indefeasible payment in full in cash of the Obligations), including: (i) any claim of waiver, release, extension, renewal, settlement, surrender, alteration, or compromise of any of the Obligations, by operation of law or otherwise; (ii) any change in the corporate existence, structure or ownership of any of the Loan Parties; (iii) any insolvency, bankruptcy, winding-up, liquidation, reorganization or other similar proceeding affecting any Loan Party, or their assets or any resulting release or discharge of any obligation of any Loan Party; or (iv) the existence of any claim, setoff or other rights which any Loan Party may have at any time against any other Loan Party, Bank or any other Person, whether in connection herewith or in any unrelated transactions.
- (b) The obligations of each Guarantor under this Guarantee are not subject to any defense or setoff, counterclaim, recoupment, or termination whatsoever by reason of the invalidity, illegality, or unenforceability of any of the Obligations or otherwise, or any provision of applicable law or regulation purporting to prohibit payment by any Loan Party, of the Obligations or any part thereof.
- (c) Further, the obligations of any Guarantor under this Guarantee are not discharged or impaired or otherwise affected by: (i) the failure of Bank to assert any claim or demand or to enforce any remedy with respect to all or any part of the Obligations; (ii) any waiver or modification of or supplement to any provision of any agreement relating to the Obligations; (iii) any release, non-perfection, or invalidity of any indirect or direct security for the obligations of the Loan Parties for all or any part of the Obligations or any obligations of any other guarantor or of other person liable for any of the Obligations; (iv) any action or failure to act by Bank with respect to any collateral securing any part of the Obligations; or (v) any default, failure or delay, willful or otherwise, in the payment or performance of any of the Obligations, or any other circumstance, act, omission or delay that might in any manner or to any extent vary the risk of such Guarantor or that would otherwise operate as a discharge of any Loan Party as a matter of law or equity (other than the indefeasible payment in full in cash of the Obligations).

(5) *Defenses Waived.* To the fullest extent permitted by applicable law, each Guarantor hereby waives any defense based on or arising out of any defense of any Loan Party or the unenforceability of all or any part of the Obligations from any cause, or the cessation from any cause of the liability of the Loan Parties, other than the indefeasible payment in full in cash of the Obligations. Without limiting the generality of the foregoing, each Guarantor irrevocably waives acceptance hereof, presentment, demand, protest and, to the fullest extent permitted by law, any notice not provided for in this Guarantee, as well as any requirement that at any time any action be taken by any person against any Loan Party, or any other Person. Bank may, at its election, foreclose on any Collateral held by it by one or more judicial or nonjudicial sales, accept an assignment of any such Collateral in lieu of foreclosure or otherwise act or fail to act with respect to any collateral securing all or a part of the Obligations, compromise or adjust any part of the Obligations, make any other accommodation with any Loan Party or exercise any other right or remedy available to it against any Loan Party, without affecting or impairing in

any way the liability of such Guarantor under this Guarantee except to the extent the Obligations have been fully and indefeasibly paid in cash. To the fullest extent permitted by applicable law, each Guarantor waives any defense arising out of any such election even though that election may operate, pursuant to applicable law, to impair or extinguish any right of reimbursement or subrogation or other right or remedy of any Loan Party against any other Loan Party or any security.

(6) *Rights of Subrogation.* No Guarantor will assert any right, claim or cause of action, including, without limitation, a claim of subrogation, contribution or indemnification that it has against any other Loan Party, or any collateral, until the Loan Parties have fully performed all their obligations to Bank.

(7) *Reinstatement; Stay of Acceleration.* If at any time any payment of any portion of the Obligations is rescinded or must otherwise be restored or returned upon the insolvency, bankruptcy, or reorganization of the Loan Parties or otherwise, each Guarantor's obligations under this Guarantee with respect to that payment shall be reinstated at such time as though the payment had not been made and whether or not the Bank is in possession of this Agreement. If acceleration of the time for payment of any of the Obligations is stayed upon the insolvency, bankruptcy or reorganization of the Loan Parties, all such amounts otherwise subject to acceleration under the terms of any agreement relating to the Obligations shall nonetheless be payable by the Loan Parties forthwith on demand by Bank.

(8) *Information.* Each Guarantor assumes all responsibility for being and keeping itself informed of the other Loan Parties' financial condition and assets, and of all other circumstances bearing upon the risk of non-payment of the Obligations and the nature, scope and extent of the risks that each Guarantor assumes and incurs under this Guarantee, and agrees that Bank shall not have any duty to advise any Guarantor of information known to it regarding those circumstances or risks.

(9) *Taxes.* All payments of the Obligations will be made by each Guarantor under this Guarantee free and clear of and without deduction for any Taxes; provided that if any Guarantor shall be required to deduct any Taxes from such payments, then (i) the sum payable shall be increased as necessary so that after making all required withholdings or deductions (including withholdings or deductions applicable to additional sums payable under this Section) Bank receives an amount equal to the sum it would have received had no such withholdings or deductions been made, (ii) such Guarantor shall make such withholdings or deductions and (iii) such Guarantor shall pay the full amount deducted to the relevant governmental authority in accordance with applicable law.

(10) *Maximum Liability.* Notwithstanding anything to the contrary contained in this Guarantee, it is the intention of the Guarantors, and Bank that the amount of the respective Guarantors' obligations under this Guarantee shall be in, but not in excess of, the maximum amount thereof not subject to avoidance or recovery by operation of applicable law governing bankruptcy, reorganization, arrangement, adjustment of debts, relief of debtors, dissolution, insolvency, fraudulent transfers or conveyances or other similar laws (collectively, "*Applicable Insolvency Laws*"). To that end, but only in the event and to the extent that the Loan Parties' respective obligations under this Guarantee or any payment made pursuant thereto would, but for the operation of the foregoing proviso, be subject to avoidance or recovery under Applicable Insolvency Laws, the amount of the Guarantors' respective obligations under this Guarantee shall be limited to the largest amount which, after giving effect thereto, would not, under Applicable Insolvency Laws, render any Guarantor's respective obligations under this Guarantee unenforceable or avoidable or subject to recovery under Applicable Insolvency Laws (such highest amount determined under this Guarantee being the relevant Loan Party's "*Maximum Liability*"). To the extent any payment actually made under this Guarantee exceeds the limitation contained in this Section, then the amount of such excess shall, from and after the time of payment by the Guarantors (or any of them), be reimbursed by Bank upon demand by such Guarantors. The foregoing proviso is intended solely to preserve the rights of Bank under this Guarantee against Guarantors to the maximum extent permitted by Applicable Insolvency Laws and neither any Guarantor nor any other Person shall have any right or claim under this Section that would not otherwise be available under Applicable Insolvency Laws.

(11) *Liability Cumulative.* The liability of each Guarantor under this Guarantee is in addition to and shall be cumulative with all liabilities of each Guarantor to Bank under this Agreement and the other Loan Documents to which such Guarantor is a party or in respect of any obligations or liabilities of the other Loan Parties, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

EXECUTION COPY

The parties have executed this Agreement.

BORROWER:

ARXX BUILDING PRODUCTS INC.

By: *Mourant*
Name: P. Gael Mourant
Title: Chief Executive Officer

GUARANTOR:

ARXX CORPORATION

By: *Mourant*
Name: P. Gael Mourant
Title: Chief Executive Officer

ARXX BUILDING PRODUCTS U.S.A. INC.

By: *Mourant*
Name: P. Gael Mourant
Title: Chief Executive Officer

924843 ONTARIO INC.

By: *Mourant*
Name: P. Gael Mourant
Title: Chief Executive Officer

HILLTRIBE HOMES INC.

By: *Mourant*
Name: P. Gael Mourant
Title: Chief Executive Officer

ECB HOLDINGS, LLC

By: *Mourant*
Name: P. Gael Mourant
Title: Chief Executive Officer

~~EXECUTION COPY~~

EXECUTION COPY

APS HOLDINGS, LLC

By: Mourant
Name: P. Gael Mourant
Title: Chief Executive Officer

UNISAS HOLDINGS, LLC

By: Mourant
Name: P. Gael Mourant
Title: Chief Executive Officer

ECO-BLOCK INTERNATIONAL LLC

By: Mourant
Name: P. Gael Mourant
Title: Chief Executive Officer

BANK:

COMERICA BANK

By: _____
Name:
Title:

~~CONFIDENTIAL~~

EXECUTION COPY

APS HOLDINGS, LLC

By: _____
Name:
Title:

UNISAS HOLDINGS, LLC

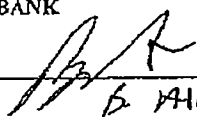
By: _____
Name:
Title:

ECO-BLOCK INTERNATIONAL LLC

By: _____
Name:
Title:

BANK:

COMERICA BANK

By:  _____
Name: *B. ALKUMON*
Title: *VP*

SCHEDULE OF EXCEPTIONS

Permitted Indebtedness (Section 1.1(75))

Each Loan Party owns the shares of its Subsidiary or Subsidiaries, as the case may be, shown on the attached corporate chart (Appendix I).

Permitted Investments (Section 1.1(76))

Nil.

Permitted Liens (Section 1.1(77))

Nil.

Permitted Locations (Section 1.1(78))

The locations listed in the attached chart (Appendix II).

Collateral Maintained with Persons other than Bank (Section 5.3)

Collateral that is not Cash or Investment Property (as defined in the Ontario PPSA) is maintained with persons other than the Bank or the Bank's Affiliates in the Collateral Jurisdictions at the locations listed in the attached chart (Appendix II).

Intellectual Property Collateral (Section 5.4)

- (a) Arxx Building Products Inc. is a party to the following licenses with respect to intellectual property owned by it:
 - (i) License Agreement, dated January 1, 1998, by and between AAB Building System Inc. (predecessor to Arxx Building Products Inc.) and AAB Building System USA Inc. (predecessor to Arxx Building Products USA Inc.); and
 - (ii) License Agreement, dated December 31, 2005, by and among Arxx Building Products Inc., Logix Insulated Concrete Forms LTD, 4030672 Canada Limited (dba Logix East), AMC Insulation Corp, Beaver Plastics LTD., Perma "R" Products, Inc. and Form Systems Inc.
- (b) APS Holdings, LLC is a party to the following licenses with respect to intellectual property owned by it:
 - (i) Business System License dated as of May 3, 2005 between PolySteel UK Limited and American PolySteel, LLC; and
 - (ii) Agreement dated June 9, 2007 between American PolySteel, LLC and Formcraft Pty Ltd.
- (c) ECB Holdings, LLC is a party to the following licenses with respect to intellectual property owned by it:

- (i) License Agreement, dated March 30, 2005, by and between ECO-Block, LLC and ECO-Block International, LLC;
 - (ii) Distributorship Agreement dated March 15, 2008, by and between ECO-Block, LLC and Triangle Exports;
 - (iii) Distributorship Agreement dated February 18, 2004 by and between ECO-Block International, LLP and ACN 092 278 483 Pty Ltd., as amended;
 - (iv) Manufacturing License Agreement dated November 1, 2003, by and between ECO-Block International, LLP and ACN 096 278 483 Pty Ltd;
 - (v) Distributorship Agreement dated June 1, 2005, by and between ECO-Block International, LLC and ECO-Form LTD;
 - (vi) Distributorship Agreement dated March 1, 2005 by and between ECO-Block International, LLP and PT.DUA SAHABAT UTAMA;
 - (vii) Distributorship Agreement dated August 29, 2005 by and between ECO-Block International, LLC and ICF ECO Construct SRL;
 - (viii) Distributorship Agreement dated June 1, 2006 by and between ECO-Block International, LLC and ANADA JSC; and
 - (ix) Manufacturing License Agreement dated June 1, 2006, by and between ECO-Block International, LLC and ANADA JSC.
- (d) ARXX Corporation has entered into an exclusive licence agreement, dated as of December 19, 2009, with ICF Turnkey Solutions, Inc., in trust, with respect to the use of ECO-Block technology outside of Canada and the United States, which licence will become effective upon payment by the licensee of the licence fee.
- (e) In addition to the agreements set forth above, Arxx Building Products Inc. and its Subsidiaries have entered into various distributor, supply, manufacturing and license agreements with third parties in the ordinary course of business, each of which contain either explicit or implicit grants of the right to use certain intellectual property (e.g. name, trademarks).

Prior Names (Section 5.5)

- (a) APEX Constructions Systems Inc. acquired ARXX Acquisition Corporation and amalgamated to become ARXX Corporation.
- (b) ARXX Building Products Inc. formerly did business as AAB Building Systems Inc.

Litigation (Section 5.6)

Nil.

Inbound Licenses (Section 5.12)

Nil

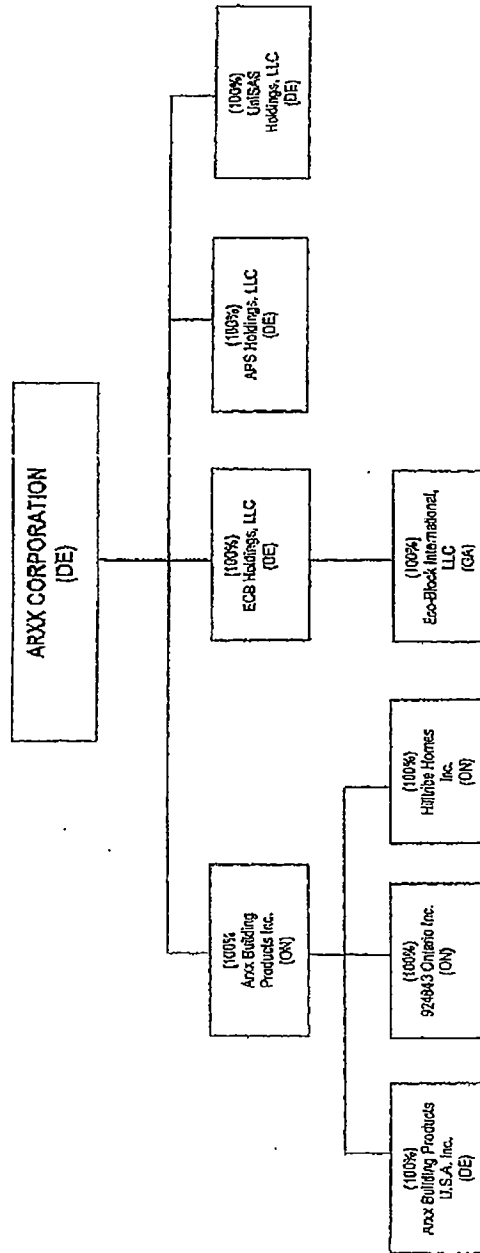
Corporate Action (Section 6.1)

Each of Hilltribe Homes Inc. and 924843 Ontario Inc. has no operations and its assets, if any, and liabilities will become the property and obligations of its shareholder, whereupon each of Hilltribe Homes Inc. and 924843 Ontario Inc. will be dissolved. Borrower will provide written notice to Bank immediately upon the occurrence of the foregoing.

APPENDIX I
(SEE ATTACHED)

ARXX CORPORATION
ORGANIZATIONAL CHART

As of September 23, 2010



APPENDIX II

(SEE ATTACHED)

Contract Manufacturers	Supplier Name	Location	Inventory Value	Capital Equipment (Footings/ Holes)	Manufacturing Process	Other Comments
	Perfect Fil Injection Moulding Ltd.	4490 54th Avenue SE, Calgary, Alberta T2C 2B9	\$ 2,445.18	YES	Web Manufacturing	
	Perfect Fil Expansion	5405-44 Street S.E. Calgary, Alberta T2D 2T8	NONE	YES	Web Manufacturing	
	Formatic Manufacturing Inc.	2009 Plymouth Drive, Oakville, ON L6H 6G7	\$ 6,487.21	YES	Web Manufacturing	
	Progress Wire Products, Inc. (P.W.P. Acquisition)	3535 W. 14th Street, Cleveland, OH 44111	NONE	YES	Sheet TIC and Fiber Manufacturing	
	EPS Molders Inc.	9212-67 Street NW, Edmonton, Alberta T6B 1N2	\$ 152,852.77	YES	Forma Manufacturing & Distribution	
	Terrant Corporation	109 Lynch Street, Fordsville, WI 53954	\$ 135,481.44	YES	Forma Manufacturing & Distribution	
	Foam Fabricators, Inc.	1100 Garden of the Gods Road, Colorado Springs, CO 80907	\$ 172,587.75	YES	Forma Manufacturing & Distribution	
	AK Foam Fusion	6580 West 26th Street, Erie, PA 16506	\$ 360,646.84	YES	Forma Manufacturing & Distribution	
	Foam Molders Inc-EPS, LLC	710 Dandabon Circle, Waxahatchee, AK 99654	\$ 105,205.87	YES	Forma Manufacturing & Distribution	
	Lifom Industries, LLC	8458 N McDuire Road, Post Falls, ID 83854	\$ 87,751.35	YES	Forma Manufacturing & Distribution	
	Lifom Industries, LLC	17 Douglas Street, Reno, GA 30161	\$ 24,634.04	YES	Forma Manufacturing & Distribution	
	Madro Foam Products, Inc.	2020 W. Dickens Hwy, Still Lake, CA 94104	\$ 34,768.42	YES	Forma Manufacturing & Distribution	
	Polystyrene Inc.	150, 5th Boulevard, Toronto, Ontario, PO. 1V7 5K3	\$ 82,033.68	YES	Forma Manufacturing & Distribution	
	Foam Concepts	44 Rivoli Street, Uxbridge, MA 02827	\$ 64,897.24	YES	Forma Manufacturing & Distribution	
	Foam Fabricators, Inc.	82 Glenilee Church Road, Jefferson, GA 30549	\$ 63,389.48	YES	Forma Manufacturing & Distribution	
	Foam Molders Inc-EPS, LLC	100 Formad Industrial Drive, Ft. Meade, PA 17027	\$ 42,187.79	NO	Forma Manufacturing & Distribution	
	Foam Molders Inc-EPS, LLC	280 Ross Street, Jerome, ID 83338	\$ 71,623.80	YES	Forma Manufacturing & Distribution	
	Polyform Corporation	1600 W Hwy 287, Waxahatchee, TX 75165	\$ 11,470.87	YES	Forma Manufacturing & Distribution	Not manufacturing. We have one tool still at this location.
	CPI Celanese Plastics Inc.	2355 Providence Road, Northridge, MA 01534	NONE	YES	Not manufacturing. Mold shop for fabrication, repair, and evaluation.	Not manufacturing. Mold shop for fabrication, repair, and evaluation.
	Plasmold Industries Inc.	65 Basaltic Road, Concord, Ontario L4K 1E4	NONE	YES	Not manufacturing. Mold shop for fabrication, repair, and evaluation.	Not manufacturing. Mold shop for fabrication, repair, and evaluation.
	Garroll Industries/ Mobile Inc.	27 Golden Gate Court, Scarborough, Ontario M1P 3A4	NONE	YES	Not manufacturing. Mold shop for fabrication, repair, and evaluation.	Not manufacturing. Mold shop for fabrication, repair, and evaluation.
		2072 N. Washington St. PO Box 429, Milledgeville, IL 61051	NONE	YES	Not manufacturing. Mold shop for fabrication, repair, and evaluation.	Not manufacturing. Mold shop for fabrication, repair, and evaluation.

Exhibit A - Loan Payment/Advance Telephone Request Form

DEADLINE FOR SAME DAY PROCESSING IS 11:00 A.M., EASTERN TIME

TO: TECHNOLOGY AND LIFE SCIENCES DIVISION
FAX #: (416) 367-2460 and (650) 846-6840

DATE: _____
TIME: _____

FROM: _____ ARXX BUILDING PRODUCTS INC. _____
CLIENT NAME (BORROWER)

REQUESTED BY: _____
AUTHORIZED SIGNATORY'S NAME

AUTHORIZED SIGNATURE: _____

PHONE NUMBER: _____

FROM ACCOUNT # _____ TO ACCOUNT # _____

REQUESTED TRANSACTION TYPE	REQUEST DOLLAR AMOUNT ¹ (Specify C\$ or US\$)
PRINCIPAL INCREASE (REVOLVING FACILITY)	\$ _____
PRINCIPAL PAYMENT (ONLY) (REVOLVING FACILITY)	\$ _____
INTEREST PAYMENT (ONLY) (REVOLVING FACILITY)	\$ _____
PRINCIPAL /INTEREST PAYMENT (REVOLVING FACILITY)	\$ _____

OTHER INSTRUCTIONS: _____

All representations and warranties of the Loan Parties stated in each of the Loan Agreement and the Security are true, correct and complete as of the date of the telephone request for an Advance confirmed by this request; provided, however, that those representations and warranties expressly referring to another date shall be true, correct and complete in all material respects as of such date.

BANK USE ONLY

TELEPHONE REQUEST:

The following person is authorized to request the loan payment transfer/loan advance on the advance designated account and is known to me.

Authorized Requester Phone #

Received By (Bank) Phone #

Authorized Signature (Bank)

Exhibit B – Comerica Bank Itemization of Amount Financed Disbursements Instructions

Name(s): ARXX BUILDING PRODUCTS INC.

Date: _____

\$ _____ credited to deposit account No. _____ when Advances are requested or disbursed to Borrower by cheque or wire transfer

Amounts paid to others on your behalf:

\$ _____ to Comerica Bank counsel fees and expenses

\$ _____ to Comerica Bank for closing fee

\$ _____ to _____

\$ _____ TOTAL (AMOUNT FINANCED)

Upon consummation of this transaction, this document will also serve as the authorization for COMERICA BANK to disburse the loan proceeds as stated above.

ARXX BUILDING PRODUCTS INC.

By: _____

Name:

Title:

Exhibit C - Form of Automatic Debit Authorization

COMERICA BANK	AUTOMATIC DEBIT AUTHORIZATION
---------------	-------------------------------

To: COMERICA BANK
Re: Loan # _____
<p>You are hereby authorized and instructed to charge account No. _____ in the name of ARXX BUILDING PRODUCTS INC. for principal and interest payments due on above referenced loan as set forth below and credit the loan referenced above.</p> <p><input checked="" type="checkbox"/> Debit each interest payment as it becomes due according to the terms of the Loan Agreement and any renewals or amendments thereof.</p> <p><input checked="" type="checkbox"/> Debit each principal payment as it becomes due according to the terms of the Loan Agreement and any renewals or amendments thereof.</p> <p><input checked="" type="checkbox"/> Debit each payment for Bank Expenses as it becomes due according to the terms of the Loan Agreement and renewals or amendments thereof.</p> <p>This Authorization is to remain in full force and effect until revoked in writing.</p>

Borrower Signature	Date _____
ARXX BUILDING PRODUCTS INC.	
Per: _____	
Authorized Signatory	

130

Exhibit D -- Compliance Certificate

Please send all Required Reporting to: Comerica Bank
Technology & Life Sciences Division
Suite 2210, South Tower
Royal Bank Plaza, P.O. Box 61
Toronto, Ontario M5J 2J2

Attention: Robert C. Rosen, Vice President
Facsimile: (416) 367-2460

FROM: [BORROWER]

The undersigned authorized Officer of ARXX BUILDING PRODUCTS INC. ("Borrower") on behalf of all the Loan Parties, hereby certifies that in accordance with the terms and conditions of the Loan Agreement among, inter alia, Borrower and Bank (as amended from time to time, the "Agreement"), (i) each Loan Party is in complete compliance for the period ending _____ with all required covenants, including without limitation the ongoing registration of intellectual property rights in accordance with Section 6.8, except as noted below and (ii) all representations and warranties of each Loan Party stated in the Agreement are true and correct in all material respects as of the date hereof. Attached herewith are the required documents supporting the above certification. The Officer further certifies that these are prepared in accordance with Generally Accepted Accounting Principles (GAAP) and are consistently applied from one period to the next except as explained in an accompanying letter or footnotes. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Agreement.

Please indicate compliance status by circling Yes/No under "Complies" or "Applicable" column.

Table with columns: REPORTING COVENANTS, REQUIRED, COMPLIES (YES/NO), and APPLICABLE (YES/NO). Rows include: Company Prepared F/S, Compliance Certificate, CPA Audits, Unqualified F/S, Borrowing Base Cert., A/R & A/P Agings, Inventory Report, Annual Business Plan, Intellectual Property Report, Audit, If Public: 10-Q, 10-K, Total amount of Borrower's cash and investments, Total amount of Borrower's cash and investments maintained with Bank, Legal Action > \$100,000, Inventory Disputes > \$100,000, Mergers & Acquisitions, Cross default with other agreements > \$100,000.

Judgement > \$100,000	Notify promptly upon notice _____	YES	NO
-----------------------	-----------------------------------	-----	----

<u>FINANCIAL COVENANTS</u>	<u>REQUIRED</u>	<u>ACTUAL</u>	<u>COMPLIES</u>	
TO BE TESTED MONTHLY, UNLESS OTHERWISE NOTED:				
Minimum Liquidity	1.20:1.00	:1.00	YES	NO
Minimum TNW	See Section 6.7(a) of Agreement	\$ _____	YES	NO

<u>OTHER COVENANTS</u>	<u>REQUIRED</u>	<u>ACTUAL</u>	<u>COMPLIES</u>	
Permitted Indebtedness for equipment leases	<\$100,000		YES	NO
Permitted Investments for stock repurchase	<\$100,000		YES	NO
Permitted Investments for employee loans	<\$100,000		YES	NO
Permitted Investments for joint ventures	<\$100,000		YES	NO
Permitted Liens for equipment leases	<\$100,000		YES	NO
Permitted Transfers	<\$100,000		YES	NO

Please Enter Below Comments Regarding Violations:

The Officer further acknowledges that at any time a Loan Party is not in compliance with all the terms set forth in the Agreement, including without limitation, the further covenants, no credit extensions will be made.

Very truly yours,

Authorized Signer

Name: _____

Title: _____

Exhibit E – Revolving Borrowing Base Certificate

Amounts in USD

Borrower: ARXX BUILDING PRODUCTS INC.
 Revolving Commitment Amount: USD 3,000,000

ACCOUNTS RECEIVABLE

1	TOTAL ACCOUNTS RECEIVABLE (BOOK VALUE) AS OF	<u>August 31, 2010</u>	\$	-
	ACCOUNTS RECEIVABLE DEDUCTIONS (without duplication)			
2	Amounts over ninety (90) days		\$	-
3	Credit Balances over ninety (90) days		\$	-
4	Concentration limits 25%		\$	-
5	Concentration limits >25% - see list of Concentration Exceptions*		\$	-
6	Cross Age Rule (25%)		\$	-
7	Foreign Accounts – see list of Foreign Account Exceptions*		\$	-
8	Government Accounts		\$	-
9	Contra Accounts		\$	-
10	Promotion or Demo Accounts		\$	-
11	Intercompany/Employee Accounts		\$	-
12	Other (please explain below)		\$	-
13	TOTAL ACCOUNTS RECEIVABLE DEDUCTIONS		\$	-
14	Eligible Accounts (# 1 - #13)		\$	-
15	LOAN VALUE OF ACCOUNTS RECEIVABLE	Advance Rate (% of #14)	0%	\$ -
16	TOTAL INSURED ACCOUNTS RECEIVABLE (BOOK VALUE) AS OF ACCOUNTS RECEIVABLE DEDUCTIONS (without duplication)	<u>August 31, 2010</u>	\$	-
17	Amounts over ninety (90) days		\$	-
18	Credit Balances over ninety (90) days		\$	-
19	Concentration limits 25%		\$	-
20	Concentration limits >25% - see list of Concentration Exceptions*		\$	-
21	Cross Age Rule (25%)		\$	-
22	Foreign Accounts – see list of Foreign Account Exceptions*		\$	-
23	Government Accounts		\$	-
24	Contra Accounts – See list of Contra exceptions*		\$	-
25	Promotion or Demo Accounts		\$	-
26	Intercompany/Employee Accounts		\$	-
27	Other (please explain below)		\$	-

DRAFT: AUGUST 27, 2008

28	TOTAL INSURED ACCOUNTS RECEIVABLE DEDUCTIONS			\$ -
29	Eligible Insured Accounts (#16 - #28)			\$ -
30	LOAN VALUE OF INSURED ACCOUNTS RECEIVABLE	Advance Rate (% of #29)	90%	\$ -
31	TOTAL NON-INSURED FOREIGN ACCOUNTS RECEIVABLE (BOOK VALUE)	August 31, 2010		\$ -
ACCOUNTS RECEIVABLE DEDUCTIONS (without duplication)				
32	Amounts over ninety (90) days			\$ -
33	Credit Balances over ninety (90) days			\$ -
34	Concentration limits 25%			\$ -
35	Concentration limits >25% - see list of Concentration Exceptions*			\$ -
36	Cross Age Rule (25%)			\$ -
37	Foreign Accounts - see list of Foreign Account Exceptions*			\$ -
38	Government Accounts			\$ -
39	Contra Accounts			\$ -
40	Promotion or Demo Accounts			\$ -
41	Intercompany/Employee Accounts			\$ -
42	Other (please explain below)			\$ -
43	TOTAL ACCOUNTS RECEIVABLE DEDUCTIONS			\$ -
44	Eligible Insured Accounts (#1 - #13)			\$ -
45	LOAN VALUE OF NON-INSURED FOREIGN ACCOUNTS RECEIVABLE	Advance Rate (% of #44)	0%	\$ -
46	TOTAL ELIGIBLE SRED TAX RECEIVABLES			
47	LOAN VALUE OF SRED TAX RECEIVABLES	Advance Rate (% of #46)	80%	
48	MAXIMUM LOAN VALUE OF SRED TAX RECEIVABLES			CAD 1,000,000
49	TOTAL LOAN VALUE OF SRED TAX RECEIVABLES	The lesser of line #47 and line #48		\$
50	TOTAL LOAN VALUE OF ACCOUNTS RECEIVABLE AND INSURED ACCOUNTS RECEIVABLE AND NON-INSURED FOREIGN ACCOUNTS RECEIVABLE AND SRED TAX RECEIVABLES	(Line #15 + Line #30 + Line #45 + Line #49)		\$
INVENTORY				
50	TOTAL INVENTORY (BOOK VALUE) AS OF	August 31, 2010		
INVENTORY DEDUCTIONS (without duplication)				

134

51	Work in Process		-	
52	In-transit		-	
53	Inventory less than 30 days old		-	
54	Offsite – (i.e. locations where a landlord waiver is not obtained nor secured via a registration)		-	
55	Consignment		-	
56	Liened inventory or inventory subject to repurchasing agreements		-	
57	Obsolete		-	
58	TOTAL INVENTORY DEDUCTIONS	The sum of Line#51 to Line #57	-	
59	ELIGIBLE INVENTORY	(Line #50 ~ Line #59)	-	
60	LOAN VALUE OF INVENTORY	Advance (% of Line #59)	25%	-
61	MAXIMUM LOAN VALUE OF INVENTORY			USD 500,000
62	TOTAL LOAN VALUE OF INVENTORY	The lesser of line #60 and line #61		-
<u>Adjustments to Borrowing Base</u>				
63	Reserve for Rent (in lieu of a Landlord waiver, if applicable)		\$	-
64	Priority Claims		\$	-
65	TOTAL ADJUSTMENTS	Line #63 plus Line #64		
65	TOTAL BORROWING BASE	Line #50 plus Line #62 less #65		\$ -
66	LOAN COMMITMENT			USD 3,000,000
67	MAXIMUM LOAN AVAILABILITY	The lesser of line #65 and line #66		\$ -
LOAN BALANCES				
68	Outstandings under Prime Based borrowings		\$	-
69	Outstanding under SRED (sub-limit max. CAD\$1,000,000)		\$	-
70	Outstanding under Letters of Credit (sub-limit max. USD\$100,000)		\$	-
71	Outstandings under Corporate Cards (sub-limit max. USD\$100,000)		\$	-
72	TOTAL OUTSTANDINGS	Line #68 + #70 + #71		\$ -
73	NET AVAILABILITY	Line #67 less Line #72		\$ -

*Concentration Exceptions
None.

Foreign Account Exceptions:
None.

<u>Inventory Locations</u>	Eligible (Yes/No)	As at 9/23/2010
800 Division Street, Cobourg, Ontario	No	Waiting for Sign-off
6550 West 26 th Street, Erie PA [US DOCUMENT]	No	Draft Circulated
12112-67 Street NW, Edmonton, Alberta	No	Draft Circulated/Delivered
150, 5 th Boulevard, Terrasse-Vadreuil, PQ	No	Draft Circulated
3223 Poplar Street, Erie, PA [US DOCUMENT]	No	Draft Circulated
1100 Garden of the gods Road, Colorado Springs, CO [US DOCUMENT]	Yes	Delivered
280 Rose Street, Jerome, ID [US DOCUMENT]	Yes	Delivered
109 Lynch Street, Pardeeville, WI [US DOCUMENT]	Yes	Delivered
9456 N McQuire Road, Post Falls, ID [US DOCUMENT]	Yes	Delivered

The undersigned represents and warrants that the attached Schedule sets forth a true, complete and correct listing of the Eligible Accounts as of the date set forth below. The undersigned further represents and warrants that the foregoing is true, complete and correct, and that the information in this Revolving Borrowing Base Certificate complies with the representations and warranties made to Comerica Bank.

COMMENTS:

ARXX BUILDING PRODUCTS INC.

By:

Authorized Signatory

Date:

**FIRST AMENDMENT TO
LOAN AGREEMENT**

Made as of September 15, 2011

Among

COMERICA BANK
as Bank

and

ARXX BUILDING PRODUCTS INC.
as Borrower and a Loan Party

and

**ARXX CORPORATION, ARXX BUILDING PRODUCTS U.S.A. INC., ECB HOLDINGS, LLC,
APS HOLDINGS, LLC, UNISAS HOLDINGS, LLC and ECO-BLOCK INTERNATIONAL, LLC**
as Guarantors and Loan Parties

mcmillan

FIRST AMENDMENT TO LOAN AGREEMENT

This First Amendment to Loan Agreement (this "First Amendment") is made as of September 15, 2011 among

COMERICA BANK, a Texas banking association and an authorized foreign bank under the *Bank Act* (Canada)

("Bank")

and

ARXX BUILDING PRODUCTS INC., a company existing under the *Business Corporations Act* (Ontario)

("Borrower")

and

ARXX CORPORATION, a company existing under the laws of the State of Delaware, ARXX BUILDING PRODUCTS U.S.A. INC., a company existing under the laws of the State of Delaware, ECB HOLDINGS, LLC, a company existing under the laws of the State of Delaware, APS HOLDINGS, LLC, a company existing under the laws of the State of Delaware, UNISAS HOLDINGS, LLC, a company existing under the laws of the State of Delaware, ECO-BLOCK INTERNATIONAL, LLC, a company existing under the laws of the State of Georgia

RECITALS

- A. Borrower, Bank and the other Loan Parties entered into a Loan Agreement made as of September 24, 2010 (as the same may be amended, varied, supplemented, restated, renewed, replaced or otherwise modified from time to time, the "Loan Agreement").
- B. Hilltrible Homes Inc. and 924843 Ontario Inc. have been dissolved after the Closing Date and are no longer Loan Parties.
- C. Borrower, Bank and the other Loan Parties have agreed to make certain amendments to the Loan Agreement (subject to the terms and conditions set out in this First Amendment).

NOW THEREFORE in consideration of the promises and the mutual agreements hereinafter contained, Borrower, Bank and the other Loan Parties agree as follows:

SECTION 1 – INTERPRETATION

1.1 Definitions

Unless otherwise defined in this First Amendment, capitalized terms used in this First Amendment shall have the meanings given to them in the Loan Agreement.

- 2 -

1.2 Incorporation into Loan Agreement

The Loan Agreement and this First Amendment shall henceforth be read together and shall have the effect as if all the provisions of such agreements were contained in one instrument.

SECTION 2 – REPRESENTATIONS AND WARRANTIES**2.1 Representations and Warranties**

Each Loan Party (by its signatures below) makes the following representations and warranties (as applicable) to Bank which representations and warranties shall be deemed to be repeated on each Credit Extension as though made at and as of each such date:

- (1) the representations and warranties of each Loan Party in the Loan Agreement are true and correct in all material respects;
- (2) the execution, delivery and performance by each Loan Party of this First Amendment and any other document and instrument required under this First Amendment is (i) within its corporate powers and/or partnership powers, as applicable; (ii) has been duly authorized by all necessary or proper corporate or other action; (iii) is not in contravention of any provision of its articles, by-laws or other organizational documents; (iv) will not violate any law of any governmental authority; (v) does not, and will not, conflict with or result in the breach or termination of, constitute a default under, or accelerate any performance required by, any indenture, mortgage, deed of trust, lease, agreement or other instrument to which it is a party or by which it or any of its properties is bound; (vi) will not result in the creation or imposition of any Lien upon any of its property; and (vii) does not require the consent or approval of any governmental authority or any other Person; and
- (3) this First Amendment and any other documents and instruments required under this First Amendment have been duly authorized, executed and delivered by each Loan Party and constitute legal, valid and binding obligations of such Loan Party, enforceable against such Loan Party in accordance with its terms.

SECTION 3 – AMENDMENTS TO LOAN AGREEMENT**3.1 Amendment Relating to Net Tangible Worth Covenant**

- (1) Section 1.1 of the Loan Agreement is amended by amending and restating the definition of "Tangible Net Worth" as follows:

"Tangible Net Worth" means at any date as of which the amount thereof shall be determined, the sum of the book value of the capital stock, partnership interest or limited liability company interest of the Loan Parties plus Subordinated Debt minus intangible assets net of amortization minus goodwill, determined in accordance with GAAP.

SECTION 4 - CONDITIONS PRECEDENT**4.1 Conditions to the Effectiveness of First Amendment**

This First Amendment shall not become effective until the date all of the following conditions have been satisfied or provided for in a manner satisfactory to Bank in its sole discretion (or such earlier date as determined by Bank in its sole discretion):

- (a) delivery of a fully executed copy of this First Amendment;
- (b) delivery of a fully executed waiver of event of default relating to a breach of the net tangible worth covenant for the month ending July 31, 2011; and

(c) delivery by Borrower of such other documents that Bank may reasonably request.

SECTION 5 - MISCELLANEOUS

5.1 Confirmation of Security Documents

Each Loan Party hereby confirms that the Security to which it is a party (i) has not been amended, (ii) continues in full force and effect and (iii) secures, among other things, all obligations, liabilities and indebtedness owing by such Loan Party to Bank including, without limitation, all amounts outstanding under the Loan Agreement (including the Guarantee contained therein), as amended by this First Amendment.

5.2 No Other Amendments

The Loan Agreement and all of the other documents and agreements to which a Loan Party is a party have not been amended or modified in any respect other than as contemplated in this First Amendment.

5.3 Reservation of Rights and Remedies

Bank reserves all of its rights to proceed to enforce its rights and remedies at any time and from time to time in connection with any or all Events of Default under the Loan Agreement or any other document or agreement now existing or hereafter arising.

5.4 Severability

If any provision of this First Amendment is or becomes illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect (a) the legality, validity or enforceability of the remaining provisions of this First Amendment or (b) the legality, validity or enforceability of that provision in any other jurisdiction.

5.5 Parties

This First Amendment shall be binding upon, and inure to the benefit of, the successors of each Loan Party and Bank and the assigns, transferees and endorsees of Bank. Nothing in this First Amendment, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy or claim under this First Amendment.

5.6 Further Assurances

Each Loan Party shall from time to time, upon every request by Bank, make, do, execute, or cause to be made, done or executed, all such further and other lawful acts, deeds, things, devices, conveyances and assurances whatsoever in order to give effect to the provisions, purpose and intent of this First Amendment and to complete the transactions contemplated by this First Amendment.

5.7 Survival

The representations and warranties of each Loan Party in this First Amendment shall survive the execution, delivery and acceptance hereof by the parties hereto and the closing of the transactions described herein or related hereto.

5.8 Section Titles

The Section titles contained in this First Amendment are and shall be without substantive meaning or content of any kind whatsoever and are not a part of this First Amendment.

5.9 Governing Law

This First Amendment shall be governed by the laws of the Province of Ontario and the laws of Canada applicable in the Province of Ontario.

5.10 Counterparts

This First Amendment may be executed by the parties in separate counterparts, each of which when so executed and delivered (which may include delivery by facsimile transmission and the reproduction of signatures by facsimile transmission or delivery by email of a pdf formatted document) will be treated as binding as if originals, and which, if taken together, shall constitute one and the same instrument. The parties further agree that any Loan Document previously executed by a Loan Party (including any predecessors) and/or Bank and delivered by facsimile transmission or delivered by email in pdf format, will be treated as binding as if originals.

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this First Amendment has been duly executed as of the date first written above.

BORROWER:

ARXX BUILDING PRODUCTS INC.

By: [Signature]
Name:
Title:

GUARANTORS:

ARXX CORPORATION

By: [Signature]
Name:
Title:

ARXX BUILDING PRODUCTS U.S.A. INC.

By: [Signature]
Name:
Title:

ECB HOLDINGS, LLC

By: [Signature]
Name:
Title:

APS HOLDINGS, LLC

By: [Signature]
Name:
Title:

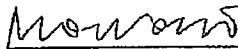
UNISAS HOLDINGS, LLC

By: [Signature]
Name:
Title:

142

077

ECO-BLOCK INTERNATIONAL LLC

By: 
Name:
Title:

BANK:

COMERICA BANK


By: _____
Name:
Title:

ECO-BLOCK INTERNATIONAL LLC

By: _____
Name:
Title:

BANK:

COMERICA BANK

By:  _____
Name: B. FRIEDMAN
Title: VP

**SECOND AMENDMENT TO
LOAN AGREEMENT**

Made as of November 3, 2011

Among

COMERICA BANK
as Bank

and

ARXX BUILDING PRODUCTS INC.
as Borrower and a Loan Party

and

**ARXX CORPORATION, ARXX BUILDING PRODUCTS U.S.A. INC., ECB HOLDINGS, LLC,
APS HOLDINGS, LLC, UNISAS HOLDINGS, LLC and ECO-BLOCK INTERNATIONAL, LLC**
as Guarantors and Loan Parties

mcmullan

- 2 -

1.2 Incorporation into Loan Agreement

The Loan Agreement and this Second Amendment shall henceforth be read together and shall have the effect as if all the provisions of such agreements were contained in one instrument.

SECTION 2 – REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties

Each Loan Party (by its signatures below) makes the following representations and warranties (as applicable) to Bank which representations and warranties shall be deemed to be repeated on each Credit Extension as though made at and as of each such date:

- (1) the representations and warranties of each Loan Party in the Loan Agreement are true and correct in all material respects;
- (2) the execution, delivery and performance by each Loan Party of this Second Amendment and any other document and instrument required under this Second Amendment is (i) within its corporate powers and/or partnership powers, as applicable; (ii) has been duly authorized by all necessary or proper corporate or other action; (iii) is not in contravention of any provision of its articles, by-laws or other organizational documents; (iv) will not violate any law of any governmental authority; (v) does not, and will not, conflict with or result in the breach or termination of, constitute a default under, or accelerate any performance required by, any indenture, mortgage, deed of trust, lease, agreement or other instrument to which it is a party or by which it or any of its properties is bound; (vi) will not result in the creation or imposition of any Lien upon any of its property; and (vii) does not require the consent or approval of any governmental authority or any other Person; and
- (3) this Second Amendment and any other documents and instruments required under this Second Amendment have been duly authorized, executed and delivered by each Loan Party and constitute legal, valid and binding obligations of such Loan Party, enforceable against such Loan Party in accordance with its terms.

SECTION 3 – AMENDMENTS TO LOAN AGREEMENT

3.1 Amendment Relating to Revolving Facility

- (1) Section 1.1 of the Loan Agreement is amended by amending and restating the following definition:

“Revolving Maturity Date” means December 30, 2011.

For greater certainty, the amendment to the Revolving Maturity Date contemplated in this Section 3.1(1) of this Second Amendment shall be effective as of September 23, 2011 once the conditions precedent in Section 4.1 of this Second Amendment are satisfied.

3.2 Amendment Relating to New L/C Facility

- (1) Section 1.1 of the Loan Agreement is amended by amending and restating the following definition:

“Letter of Credit” means a commercial or standby letter of credit or similar undertaking issued by Bank at Borrower's request in accordance with Section 2.2(2)(c) or Section 2.2.1(2).

- (2) Section 1.1 of the Loan Agreement is amended by inserting the following new definitions in alphabetical order, and the definition subsections shall be renumbered accordingly (including any applicable cross-reference thereto):

“L/C Commitment” means US\$300,000 as cancelled, reduced or terminated under this Agreement.

"L/C Contract Period" means, with respect to any Letter of Credit, the period from the issue date of the Letter of Credit to the maturity date of the Letter of Credit.

"L/C Facility" means a Credit Extension of up to the L/C Commitment made by way of issuance of performance standby Letter of Credits in favour of customers of Borrower.

"L/C Maturity Date" means June 29, 2012.

(3) Section 2.2(2)(c) of the Loan Agreement is amended and restated as follows:

"(c) Letter of Credit Sublimit. Subject to the availability under the Revolving Facility, and in reliance on the representations and warranties set forth herein, at any time and from time to time from the date hereof through the Business Day immediately prior to the Revolving Maturity Date, Bank shall issue for the account of Borrower under the Revolving Facility such Letters of Credit as Borrower may request by delivering to Bank a duly executed letter of credit application on Bank's standard form; provided, however, that the outstanding and undrawn amounts under all such Letters of Credit issued pursuant to this Section 2.2(2)(c) (i) shall not at any time exceed the Letter of Credit Sublimit, and (ii) shall be deemed to constitute Advances for the purpose of calculating availability under the Revolving Facility; provided further, that the maturity date of any such Letter of Credit issued under the Revolving Facility shall not be later than the Revolving Maturity Date. Any drawn but unreimbursed amounts under any Letters of Credit issued under the Revolving Facility (for clarity, not including Letters of Credit issued under the L/C Facility) shall be charged as Advances against the Revolving Facility. All Letters of Credit issued under the Revolving Facility shall be in form and substance acceptable to Bank in its sole discretion and shall be subject to the terms and conditions of Bank's form application and letter of credit agreement. Borrower will pay any standard issuance and other fees that Bank notifies Borrower it will charge for issuing and processing Letters of Credit under the Revolving Facility."

(4) The Loan Agreement is amended by adding the following as Section 2.2.1:

"Section 2.2.1 L/C Facility

(1) Establishment and Purpose of L/C Facility. Subject to and upon the terms and conditions of this Agreement, Bank establishes in favour of Borrower the L/C Facility. Borrower covenants to use the L/C Facility only for the purposes of providing performance standby Letters of Credit in favour of various of its customers.

(2) Issuance of Letter of Credit under the L/C Facility.

(a) Amount and Availability. In reliance on the representations and warranties of Borrower set forth herein, at any time and from time to time from the date hereof through the Business Day immediately prior to the L/C Maturity Date, Bank shall, at request of Borrower, issue for the account of Borrower one or more Letters of Credit under the L/C Facility in US Dollars or Canadian Dollars in an amount not to exceed, in the aggregate, the L/C Commitment; provided, however, that (i) Borrower has, prior to the issuance of any Letter of Credit under the L/C Facility, delivered to Bank a duly executed letter of credit application on Bank's standard form, (ii) any such Letter of Credit is issued for the sole purpose of securing performance by Borrower under its contracts to various customers, (iv) the Letter of Credit is fully secured by cash collateral deposited with Bank or by a guarantee issued by Export Development Canada in favour of Bank, and (iv) the maturity date of any such Letter of Credit shall be no later than the L/C Maturity Date. All Letters of Credit issued under the L/C Facility shall be in form and substance acceptable to Bank in its sole discretion and shall be subject to the terms and conditions of Bank's form application and letter of credit agreement. Borrower will pay any

- 4 -

standard issuance and other fees that Bank notifies Borrower it will charge for issuing and processing Letters of Credit issued under the L/C Facility.

- (b) Form of Request. Whenever Borrower desires the issuance of a Letter of Credit under the L/C Facility, Borrower will notify Bank by facsimile transmission or telephone no later than 11:00 a.m. Eastern time, at least three (3) Business Day prior to the date the Letter of Credit is to be issued. Bank is authorized to issue Letters of Credit under this Agreement, based upon instructions received from a Responsible Officer or a designee of a Responsible Officer. Bank shall be entitled to rely on any telephonic notice given by a person who Bank reasonably believes to be a Responsible Officer or a designee thereof, and Borrower shall indemnify and hold Bank harmless for any damages or loss suffered by Bank as a result of such reliance."

- (5) Section 2.4(3) of the Loan Agreement is amended by adding the following at the end of this Section:

"Borrower shall repay in full to Bank any amount drawn under any Letter of Credit issued pursuant to the L/C Facility on the same date as the draw date under such Letter of Credit. Bank may, without notice to Borrower, apply amounts held as cash collateral to any drawn but unreimbursed amounts under any Letter of Credit."

- (6) The Loan Agreement is amended by adding the following as Section 2.6.1:

"Section 2.6.1 L/C Facility Fees

On the date of issuance of each Letter of Credit by Bank under the L/C Facility, Borrower shall pay to Bank a letter of credit fee in an amount equal to 0.75% of the face amount of each Letter of Credit being issued multiplied by the quotient resulting from dividing the number of days in the L/C Contract Period of such Letter of Credit by three hundred and sixty (360)."

SECTION 4 - CONDITIONS PRECEDENT

4.1 Conditions to the Effectiveness of Second Amendment

This Second Amendment shall not become effective until the date all of the following conditions have been satisfied or provided for in a manner satisfactory to Bank in its sole discretion (or such earlier date as determined by Bank in its sole discretion):

- (a) delivery of a fully executed copy of this Second Amendment; and
- (b) delivery by Borrower of such other documents that Bank may reasonably request.

SECTION 5 - MISCELLANEOUS

5.1 Confirmation of Security Documents

Each Loan Party hereby confirms that the Security to which it is a party (i) has not been amended, (ii) continues in full force and effect and (iii) secures, among other things, all obligations, liabilities and indebtedness owing by such Loan Party to Bank including, without limitation, all amounts outstanding under the Loan Agreement (including the Guarantee contained therein), as amended by this Second Amendment.

5.2 No Other Amendments

The Loan Agreement and all of the other documents and agreements to which a Loan Party is a party have not been amended or modified in any respect other than as contemplated in this Second Amendment.

148

5.3 Reservation of Rights and Remedies

Bank reserves all of its rights to proceed to enforce its rights and remedies at any time and from time to time in connection with any or all Events of Default under the Loan Agreement or any other document or agreement now existing or hereafter arising.

5.4 Severability

If any provision of this Second Amendment is or becomes illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect (a) the legality, validity or enforceability of the remaining provisions of this Second Amendment or (b) the legality, validity or enforceability of that provision in any other jurisdiction.

5.5 Parties

This Second Amendment shall be binding upon, and inure to the benefit of, the successors of each Loan Party and Bank and the assigns, transferees and endorsees of Bank. Nothing in this Second Amendment, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy or claim under this Second Amendment.

5.6 Further Assurances

Each Loan Party shall from time to time, upon every request by Bank, make, do, execute, or cause to be made, done or executed, all such further and other lawful acts, deeds, things, devices, conveyances and assurances whatsoever in order to give effect to the provisions, purpose and intent of this Second Amendment and to complete the transactions contemplated by this Second Amendment.

5.7 Survival

The representations and warranties of each Loan Party in this Second Amendment shall survive the execution, delivery and acceptance hereof by the parties hereto and the closing of the transactions described herein or related hereto.

5.8 Section Titles

The Section titles contained in this Second Amendment are and shall be without substantive meaning or content of any kind whatsoever and are not a part of this Second Amendment.

5.9 Governing Law

This Second Amendment shall be governed by the laws of the Province of Ontario and the laws of Canada applicable in the Province of Ontario.

5.10 Counterparts

This Second Amendment may be executed by the parties in separate counterparts, each of which when so executed and delivered (which may include delivery by facsimile transmission and the reproduction of signatures by facsimile transmission or delivery by email of a pdf formatted document) will be treated as binding as if originals, and which, if taken together, shall constitute one and the same instrument. The parties further agree that any Loan Document previously executed by a Loan Party (including any predecessors) and/or Bank and delivered by facsimile transmission or delivered by email in pdf format, will be treated as binding as if originals.

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this Second Amendment has been duly executed as of the date first written above.

BORROWER:

ARXX BUILDING PRODUCTS INC.

By: [Signature]
Name: JOSEF BERTRAND
Title: VP & CFO

GUARANTORS:

ARXX CORPORATION

By: [Signature]
Name: JOSEF BERTRAND
Title: VP & CFO

ARXX BUILDING PRODUCTS U.S.A. INC.

By: [Signature]
Name: JOSEF BERTRAND
Title: VP & CFO

ECB HOLDINGS, LLC

By: [Signature]
Name: JOSEF BERTRAND
Title: VP & CFO

APS HOLDINGS, LLC

By: [Signature]
Name: JOSEF BERTRAND
Title: VP & CFO

UNISAS HOLDINGS, LLC

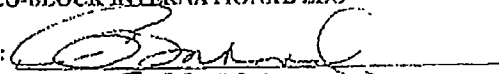
By: [Signature]
Name: JOSEF BERTRAND
Title: VP & CFO

150

085

ECO-BLOCK INTERNATIONAL LLC

By:



Name: JOSEE BARTKAND

Title: VP & CFO

BANK:

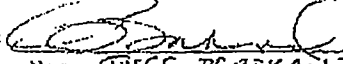
COMERICA BANK

By:

Name:



Title:

ECO-BLOCK INTERNATIONAL LLC

By: 
Name: JOSE L. BERKANO
Title: VP & CFO

BANK:

COMERICA BANK

By: 
Name: B. Alkerson
Title: 

**THIRD AMENDMENT TO
LOAN AGREEMENT**

Made as of February 9, 2012

Among

COMERICA BANK
as Bank

and

ARXX BUILDING PRODUCTS INC.
as Borrower and a Loan Party

and

**ARXX CORPORATION, ARXX BUILDING PRODUCTS U.S.A. INC., ECB HOLDINGS, LLC,
APS HOLDINGS, LLC, UNISAS HOLDINGS, LLC and ECO-BLOCK INTERNATIONAL, LLC**
as Guarantors and Loan Parties

mcmillan

THIRD AMENDMENT TO LOAN AGREEMENT

This Third Amendment to Loan Agreement (this "Third Amendment") is made as of February 9, 2012 among

COMERICA BANK, a Texas banking association and an authorized foreign bank under the *Bank Act (Canada)*

("Bank")

and

ARXX BUILDING PRODUCTS INC., a company existing under the *Business Corporations Act (Ontario)*

("Borrower")

and

ARXX CORPORATION, a company existing under the laws of the State of Delaware, ARXX BUILDING PRODUCTS U.S.A. INC., a company existing under the laws of the State of Delaware, ECB HOLDINGS, LLC, a company existing under the laws of the State of Delaware, APS HOLDINGS, LLC, a company existing under the laws of the State of Delaware, UNISAS HOLDINGS, LLC, a company existing under the laws of the State of Delaware, ECO-BLOCK INTERNATIONAL, LLC, a company existing under the laws of the State of Georgia

RECITALS

A. Borrower, Bank and the other Loan Parties entered into a Loan Agreement made as of September 24, 2010, as amended by the First Amendment to Loan Agreement made as of September 15, 2011 and the Second Amendment to Loan Agreement made as of November 3, 2011 (as the same may be further amended, varied, supplemented, restated, renewed, replaced or otherwise modified from time to time, the "Loan Agreement").

B. Borrower, Bank and the other Loan Parties have agreed to make certain amendments to the Loan Agreement (subject to the terms and conditions set out in this Third Amendment).

NOW THEREFORE in consideration of the promises and the mutual agreements hereinafter contained, Borrower, Bank and the other Loan Parties agree as follows:

SECTION 1 – INTERPRETATION

1.1 Definitions

Unless otherwise defined in this Third Amendment, capitalized terms used in this Third Amendment shall have the meanings given to them in the Loan Agreement.

1.2 Incorporation into Loan Agreement

The Loan Agreement and this Third Amendment shall henceforth be read together and shall have the effect as if all the provisions of such agreements were contained in one instrument.

SECTION 2 – REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties

Each Loan Party (by its signatures below) makes the following representations and warranties (as applicable) to Bank which representations and warranties shall be deemed to be repeated on each Credit Extension as though made at and as of each such date:

- (1) the representations and warranties of each Loan Party in the Loan Agreement are true and correct in all material respects;
- (2) the execution, delivery and performance by each Loan Party of this Third Amendment and any other document and instrument required under this Third Amendment is (i) within its corporate powers and/or partnership powers, as applicable; (ii) has been duly authorized by all necessary or proper corporate or other action; (iii) is not in contravention of any provision of its articles, by-laws or other organizational documents; (iv) will not violate any law of any governmental authority; (v) does not, and will not, conflict with or result in the breach or termination of, constitute a default under, or accelerate any performance required by, any indenture, mortgage, deed of trust, lease, agreement or other instrument to which it is a party or by which it or any of its properties is bound; (vi) will not result in the creation or imposition of any Lien upon any of its property; and (vii) does not require the consent or approval of any governmental authority or any other Person; and
- (3) this Third Amendment and any other documents and instruments required under this Third Amendment have been duly authorized, executed and delivered by each Loan Party and constitute legal, valid and binding obligations of such Loan Party, enforceable against such Loan Party in accordance with its terms.

SECTION 3 – AMENDMENTS TO LOAN AGREEMENT

3.1 Amendments Relating to Revolving Facility

- (1) Section 1.1 of the Loan Agreement is amended by amending and restating the following definition:

“Revolving Maturity Date” means December 31, 2012.

For greater certainty, the amendment to the Revolving Maturity Date contemplated in this Section 3.1(1) of this Third Amendment shall be effective as of December 31, 2011 once the conditions precedent in Section 4.1 of this Third Amendment are satisfied.

- (2) Section 1.1 of the Loan Agreement is amended by amending and restating the following definition:

“Revolving Commitment” means US\$2,000,000, as cancelled, reduced or terminated under this Agreement (inclusive of any amounts outstanding under the Letter of Credit Sublimit and the Credit Card Services Sublimit).

3.2 Amendments Relating to L/C Facility

- (1) Section 1.1 of the Loan Agreement is amended by amending and restating the following definition:

“L/C Maturity Date” means December 31, 2012.

(2) Section 2.2.1(2)(a) of the Loan Agreement is amended and restated as follows:

"(2) *Issuance of Letter of Credit under the L/C Facility.*

(a) Amount and Availability. In reliance on the representations and warranties of Borrower set forth herein, at any time and from time to time from the date hereof through the Business Day immediately prior to the L/C Maturity Date, Bank shall, at request of Borrower, issue for the account of Borrower one or more Letters of Credit under the L/C Facility in US Dollars or Canadian Dollars in an amount not to exceed, in the aggregate, the L/C Commitment; provided, however, that (i) Borrower has, prior to the issuance of any Letter of Credit under the L/C Facility, delivered to Bank a duly executed letter of credit application on Bank's standard form, (ii) any such Letter of Credit is issued for the sole purpose of securing performance by Borrower under its contracts to various customers, (iii) the Letter of Credit is fully secured by cash collateral deposited with Bank, and (iv) the maturity date of any such Letter of Credit shall be no later than the L/C Maturity Date. All Letters of Credit issued under the L/C Facility shall be in form and substance acceptable to Bank in its sole discretion and shall be subject to the terms and conditions of Bank's form application and letter of credit agreement. Borrower will pay any standard issuance and other fees that Bank notifies Borrower it will charge for issuing and processing Letters of Credit issued under the L/C Facility."

3.3 Amendments Relating to New Term Loan Facility

(1) Section 1.1 of the Loan Agreement is amended by amending and restating the following definition:

"*Credit Extension*" means each Advance, the Term Advance or any other extension of credit by Bank to or for the benefit of Borrower hereunder.

(2) Section 1.1 of the Loan Agreement is amended by inserting the following new definitions in alphabetical order, and the definition subsections shall be renumbered accordingly (including any applicable cross-reference thereto):

"*EDC Guarantee*" means the guarantee executed by Export Development Canada dated February __, 2012 in favour of Bank in respect of the Term Facility, as amended, varied, supplemented, restated, renewed or replaced at any time from time to time.

"*Term Advance*" means a one-time cash advance under the Term Facility.

"*Term Facility*" means a non-revolving term loan facility up to the Term Commitment.

"*Term Commitment*" means US\$2,500,000, as cancelled, reduced or terminated under this Agreement.

"*Term Facility Maturity Date*" means February __, 2015.

"*Third Amendment Closing Date*" means February __, 2012.

(3) The Loan Agreement is amended by adding the following as Section 2.2.2:

"Section 2.2.2 Term Facility

(1) *Establishment and Purpose of Term Facility.* Subject to and upon the terms and conditions of this Agreement, Bank establishes in favour of Borrower the Term Facility. Borrower covenants to use the Term Facility only for working capital purposes.

- (7) Section 2.4(4) of the Loan Agreement is amended and restated as follows:

"(4) *Computation.* In the event the Prime Rate, the US Prime Rate or the US Prime Referenced Rate is changed from time to time hereafter, the applicable rate of interest hereunder shall be increased or decreased, effective as of the day the Prime Rate, US Prime Rate or US Prime Referenced Rate is changed, by an amount equal to such change in the Prime Rate, US Prime Rate or US Prime Referenced Rate. Interest on Advances and the Term Advance to the extent denominated in Canadian Dollars shall be computed on the basis of a three hundred sixty-five (365) day year for the actual number of days elapsed. Interest on Advances and the Term Advance to the extent denominated in US Dollars shall be computed on the basis of a three hundred sixty (360) day year for the actual number of days elapsed."

- (8) Section 2.5 of the Loan Agreement is amended and restated as follows:

"Section 2.5 Crediting Payments

Prior to the occurrence of an Event of Default, Bank shall credit a wire transfer of funds, cheque or other item of payment to such deposit account or Obligation as Borrower specifies, except that to the extent Borrower uses the Advances or the Term Advance, as the case may be, to purchase Collateral, Borrower's repayment of the Advances or the Term Advance, as the case may be, shall apply on a "first-in-first-out" basis so that the portion of the Advances or the Term Advance, as the case may be, used to purchase a particular item of Collateral shall be paid in the chronological order Borrower purchased the Collateral. After the occurrence of an Event of Default, Bank shall have the right, in its sole discretion, to immediately apply any wire transfer of funds, cheque or other item of payment Bank may receive to conditionally reduce Obligations, but such applications of funds shall not be considered a payment on account unless such payment is of immediately available funds or unless and until such cheque or other item of payment is honoured when presented for payment. Notwithstanding anything to the contrary contained herein, any wire transfer or payment received by Bank after 12:00 noon Eastern time shall be deemed to have been received by Bank as of the opening of business on the immediately following Business Day. Whenever any payment to Bank under the Loan Documents would otherwise be due (except by reason of acceleration) on a date that is not a Business Day, such payment shall instead be due on the next Business Day, and additional fees or interest, as the case may be, shall accrue and be payable for the period of such extension."

- (9) Section 8.10 of the Loan Agreement is amended and restated as follows:

"Section 8.10 Guarantee

If any guarantee (including the Guarantee contained in Section 13 and the EDC Guarantee) of all or a portion of the Obligations ceases for any reason to be in full force and effect, or any guarantor fails to perform any obligation under any such guarantee or a security agreement securing any such guarantee (collectively, the "Guarantee Documents"), or any event of default occurs under any Guarantee Document or any guarantor revokes or purports to revoke a Guarantee Document, or any material misrepresentation or material misstatement exists now or hereafter in any warranty or representation set forth in any Guarantee Document or in any certificate delivered to Bank in connection with any Guarantee Document, or if any of the circumstances described in Section 8.3 through Section 8.8 occur with respect to any guarantor."

3.4 Amendments Relating to Certain Covenants.

- (1) Section 1.1 of the Loan Agreement is amended by amending and restating the following definitions:

"*Liquidity Ratio*" means the sum of Cash of the Loan Parties maintained at Bank plus 90% of Eligible EDC Insured Accounts plus 80% of Eligible Tax Credits Receivable divided by all Indebtedness of the Loan Parties to Bank (excluding Letters of Credit issued under the L/C Facility that are fully secured by cash collateral).

of this Third Amendment) for the months ending August 31, 2011 and September 30, 2011 (the "TNW Defaults"). Nothing in this Third Amendment (including this Section 4.1) shall be, or shall be construed to be, a waiver of any other Event of Default currently existing or hereafter arising, whether known or unknown. Bank reserves all of its rights and remedies at any time and from time to time in connection with any or all Event of Default currently existing (other than the TNW Defaults) or hereafter arising, whether known or unknown.

SECTION 5 - CONDITIONS PRECEDENT

5.1 Conditions to the Effectiveness of Third Amendment

This Third Amendment shall not become effective until the date all of the following conditions have been satisfied or provided for in a manner satisfactory to Bank in its sole discretion (or such earlier date as determined by Bank in its sole discretion):

- (a) delivery of a fully executed copy of this Third Amendment;
- (b) delivery of a fully executed EDC Guarantee;
- (c) payment by Borrower to Bank of all fees required to make the EDC Guarantee effective;
- (d) payment by Borrower to Bank of an amendment fee in the amount of US\$10,000; and
- (e) delivery by Borrower of such other documents that Bank may reasonably request.

SECTION 6 - MISCELLANEOUS

6.1 Confirmation of Security Documents

Each Loan Party hereby confirms that the Security to which it is a party (i) has not been amended, (ii) continues in full force and effect and (iii) secures, among other things, all obligations, liabilities and indebtedness owing by such Loan Party to Bank including, without limitation, all amounts outstanding under the Loan Agreement (including the Guarantee contained therein), as amended by this Third Amendment.

6.2 No Other Amendments

The Loan Agreement and all of the other documents and agreements to which a Loan Party is a party have not been amended or modified in any respect other than as contemplated in this Third Amendment.

6.3 Reservation of Rights and Remedies

Bank reserves all of its rights to proceed to enforce its rights and remedies at any time and from time to time in connection with any or all Events of Default under the Loan Agreement (other than the TNW Defaults) or any other document or agreement now existing or hereafter arising.

6.4 Severability

If any provision of this Third Amendment is or becomes illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect (a) the legality, validity or enforceability of the remaining provisions of this Third Amendment or (b) the legality, validity or enforceability of that provision in any other jurisdiction.

- 8 -

6.5 Parties

This Third Amendment shall be binding upon, and inure to the benefit of, the successors of each Loan Party and Bank and the assigns, transferees and endorsees of Bank. Nothing in this Third Amendment, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy or claim under this Third Amendment.

6.6 Further Assurances

Each Loan Party shall from time to time, upon every request by Bank, make, do, execute, or cause to be made, done or executed, all such further and other lawful acts, deeds, things, devices, conveyances and assurances whatsoever in order to give effect to the provisions, purpose and intent of this Third Amendment and to complete the transactions contemplated by this Third Amendment.

6.7 Survival

The representations and warranties of each Loan Party in this Third Amendment shall survive the execution, delivery and acceptance hereof by the parties hereto and the closing of the transactions described herein or related hereto.

6.8 Section Titles

The Section titles contained in this Third Amendment are and shall be without substantive meaning or content of any kind whatsoever and are not a part of this Third Amendment.

6.9 Governing Law

This Third Amendment shall be governed by the laws of the Province of Ontario and the laws of Canada applicable in the Province of Ontario.

6.10 Counterparts

This Third Amendment may be executed by the parties in separate counterparts, each of which when so executed and delivered (which may include delivery by facsimile transmission and the reproduction of signatures by facsimile transmission or delivery by email of a pdf formatted document) will be treated as binding as if originals, and which, if taken together, shall constitute one and the same instrument. The parties further agree that any Loan Document previously executed by a Loan Party (including any predecessors) and/or Bank and delivered by facsimile transmission or delivered by email in pdf format, will be treated as binding as if originals.

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this Third Amendment has been duly executed as of the date first written above.

BORROWER:

ARXX BUILDING PRODUCTS INC.

By: [Signature]
Name:
Title:

GUARANTORS:

ARXX CORPORATION

By: [Signature]
Name:
Title:

ARXX BUILDING PRODUCTS U.S.A. INC.

By: [Signature]
Name:
Title:

ECB HOLDINGS, LLC

By: [Signature]
Name:
Title:

AFS HOLDINGS, LLC

By: [Signature]
Name:
Title:

UNISAS HOLDINGS, LLC

By: [Signature]
Name:
Title:

ECO-BLOCK INTERNATIONAL LLC

By: [Signature]
Name:
Title:

BANK:

COMERICA BANK

By: [Signature]
Name: B. A. KAMAU
Title: VP

**FOURTH AMENDMENT TO
LOAN AGREEMENT**

Made as of May 30, 2012

Among

COMERICA BANK
as Bank

and

ARXX BUILDING PRODUCTS INC.
as Borrower and a Loan Party

and

**ARXX CORPORATION, ARXX BUILDING PRODUCTS U.S.A. INC., ECB HOLDINGS, LLC,
APS HOLDINGS, LLC, UNISAS HOLDINGS, LLC and ECO-BLOCK INTERNATIONAL, LLC**
as Guarantors and Loan Parties

mcmillan

SECTION 1 – INTERPRETATION

1.1 Definitions

Unless otherwise defined in this Fourth Amendment, capitalized terms used in this Fourth Amendment shall have the meanings given to them in the Loan Agreement.

1.2 Incorporation into Loan Agreement

The Loan Agreement and this Fourth Amendment shall henceforth be read together and shall have the effect as if all the provisions of such agreements were contained in one instrument.

SECTION 2 – REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties

Each Loan Party (by its signatures below) makes the following representations and warranties (as applicable) to Bank which representations and warranties shall be deemed to be repeated on each Credit Extension as though made at and as of each such date:

- (1) the representations and warranties of each Loan Party in the Loan Agreement are true and correct in all material respects;
- (2) the execution, delivery and performance by each Loan Party of this Fourth Amendment and any other document and instrument required under this Fourth Amendment is (i) within its corporate powers and/or partnership powers, as applicable; (ii) has been duly authorized by all necessary or proper corporate or other action; (iii) is not in contravention of any provision of its articles, by-laws or other organizational documents; (iv) will not violate any law of any governmental authority; (v) does not, and will not, conflict with or result in the breach or termination of, constitute a default under, or accelerate any performance required by, any indenture, mortgage, deed of trust, lease, agreement or other instrument to which it is a party or by which it or any of its properties is bound; (vi) will not result in the creation or imposition of any Lien upon any of its property; and (vii) does not require the consent or approval of any governmental authority or any other Person; and
- (3) this Fourth Amendment and any other documents and instruments required under this Fourth Amendment have been duly authorized, executed and delivered by each Loan Party and constitute legal, valid and binding obligations of such Loan Party, enforceable against such Loan Party in accordance with its terms.

SECTION 3 – AMENDMENTS TO LOAN AGREEMENT

3.1 Amendments Relating to Certain Covenants.

- (1) Section 6.7 of the Loan Agreement is amended and restated as follows:

“Section 6.7 Financial Covenants

Parent shall at all times maintain, on a consolidated basis, the following financial ratios and covenants:

- (a) Minimum Tangible Net Worth. A Tangible Net Worth of not less than (i) C\$3,000,000 from the Closing Date until November 30, 2010, (ii) C\$2,500,000 for the month ending December 31, 2010, (iii) C\$1,750,000 for the month ending January 31, 2011, (iv) C\$1,500,000 for the month ending February 28, 2011, (v) C\$1,000,000 from March 1, 2011 until January 31, 2012, (vi) C\$1,500,000 for the months ending February 29, 2012 and March 31, 2012, (vii) C\$1,000,000 for the month ending April 30, 2012, (viii)

C\$500,000 for the month ending May 31, 2012, (ix) C\$250,000 for the months ending June 30, 2012 and July 31, 2012, (x) C\$(500,000) for the months ending August 30, 2012 and September 30, 2012, (xi) C\$(1,000,000) for the months ending October 31, 2012 and November 30, 2012, and (xii) C\$(1,250,000) for the month ending December 31, 2012,

provided that Bank may reset the Minimum Tangible Net Worth covenant for any period after December 31, 2012 based on projections provided by Borrower in its budget (approved by Borrower's Board of Directors) for Borrower's fiscal year ending December 31, 2013.

- (b) Minimum Liquidity Ratio. A Liquidity Ratio of not less than (i) 1.25:1.00 from the Closing Date until January 31, 2012, (ii) 0.90:1.00 for the months ending February 29, 2012 and March 31, 2012, (iii) 1.00:1.00 for the month ending April 30, 2012, (iv) 0.90:1.00 for the month ending May 31, 2012, (v) 1.15:1.00 for the months ending June 30, 2012, July 31, 2012, August 30, 2012, September 30, 2012 and October 31, 2012, and (vi) 1.00:1.00 for the months ending November 30, 2012 and December 31, 2012,

provided that Bank may reset the Minimum Liquidity Ratio covenant for any period after December 31, 2012 based on projections provided by Borrower in its budget (approved by Borrower's Board of Directors) for Borrower's fiscal year ending December 31, 2013.

SECTION 4 – WAIVERS

4.1 Waiver of Defaults

Bank hereby waives the Events of Default arising under Section 8.2(1) of the Loan Agreement resulting from the following (collectively, the "Covenant Defaults"):

- (a) Borrower failing to comply with Section 6.7(a) of the Loan Agreement (as in effect prior to the effectiveness of this Fourth Amendment) for the month ending March 31, 2012, and
- (b) Borrower failing to comply with Section 6.7(b) of the Loan Agreement (as in effect prior to the effectiveness of this Fourth Amendment) for the month ending March 31, 2012 and April 30, 2012.

Nothing in this Fourth Amendment (including this Section 4.1) shall be, or shall be construed to be, a waiver of any other Event of Default currently existing or hereafter arising, whether known or unknown. Bank reserves all of its rights and remedies at any time and from time to time in connection with any or all Event of Default currently existing (other than the Covenant Defaults) or hereafter arising, whether known or unknown.

SECTION 5 - CONDITIONS PRECEDENT

5.1 Conditions to the Effectiveness of Fourth Amendment

This Fourth Amendment shall not become effective until the date all of the following conditions have been satisfied or provided for in a manner satisfactory to Bank in its sole discretion (or such earlier date as determined by Bank in its sole discretion):

- (a) delivery of a fully executed copy of this Fourth Amendment (including the EDC Acknowledgement attached hereto); and
- (b) delivery by Borrower of such other documents that Bank may reasonably request.

SECTION 6 - MISCELLANEOUS**6.1 Confirmation of Security Documents**

Each Loan Party hereby confirms that the Security to which it is a party (i) has not been amended, (ii) continues in full force and effect and (iii) secures, among other things, all obligations, liabilities and indebtedness owing by such Loan Party to Bank including, without limitation, all amounts outstanding under the Loan Agreement (including the Guarantee contained therein), as amended by this Fourth Amendment.

6.2 No Other Amendments

The Loan Agreement and all of the other documents and agreements to which a Loan Party is a party have not been amended or modified in any respect other than as contemplated in this Fourth Amendment.

6.3 Reservation of Rights and Remedies

Bank reserves all of its rights to proceed to enforce its rights and remedies at any time and from time to time in connection with any or all Events of Default under the Loan Agreement (other than the Covenant Defaults) or any other document or agreement now existing or hereafter arising.

6.4 Severability

If any provision of this Fourth Amendment is or becomes illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect (a) the legality, validity or enforceability of the remaining provisions of this Fourth Amendment or (b) the legality, validity or enforceability of that provision in any other jurisdiction.

6.5 Parties

This Fourth Amendment shall be binding upon, and inure to the benefit of, the successors of each Loan Party and Bank and the assigns, transferees and endorsees of Bank. Nothing in this Fourth Amendment, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy or claim under this Fourth Amendment.

6.6 Further Assurances

Each Loan Party shall from time to time, upon every request by Bank, make, do, execute, or cause to be made, done or executed, all such further and other lawful acts, deeds, things, devices, conveyances and assurances whatsoever in order to give effect to the provisions, purpose and intent of this Fourth Amendment and to complete the transactions contemplated by this Fourth Amendment.

6.7 Survival

The representations and warranties of each Loan Party in this Fourth Amendment shall survive the execution, delivery and acceptance hereof by the parties hereto and the closing of the transactions described herein or related hereto.

6.8 Section Titles

The Section titles contained in this Fourth Amendment are and shall be without substantive meaning or content of any kind whatsoever and are not a part of this Fourth Amendment.

- 5 -

6.9 Governing Law

This Fourth Amendment shall be governed by the laws of the Province of Ontario and the laws of Canada applicable in the Province of Ontario.

6.10 Counterparts

This Fourth Amendment may be executed by the parties in separate counterparts, each of which when so executed and delivered (which may include delivery by facsimile transmission and the reproduction of signatures by facsimile transmission or delivery by email of a pdf formatted document) will be treated as binding as if originals, and which, if taken together, shall constitute one and the same instrument. The parties further agree that any Loan Document previously executed by a Loan Party (including any predecessors) and/or Bank and delivered by facsimile transmission or delivered by email in pdf format, will be treated as binding as if originals.

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this Fourth Amendment has been duly executed as of the date first written above.

BORROWER:

ARXX BUILDING PRODUCTS INC.

By: [Signature]
Name:
Title:

GUARANTORS:

ARXX CORPORATION

By: [Signature]
Name:
Title:

ARXX BUILDING PRODUCTS U.S.A. INC.

By: [Signature]
Name:
Title:

ECB HOLDINGS, LLC

By: [Signature]
Name:
Title:

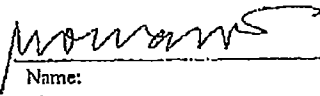
AFS HOLDINGS, LLC

By: [Signature]
Name:
Title:

UNISAS HOLDINGS, LLC

By: [Signature]
Name:
Title:

ECO-BLOCK INTERNATIONAL LLC

By: 
Name:
Title:

BANK:

COMERICA BANK

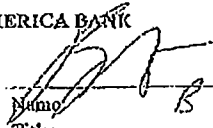
By: _____
Name:
Title:

ECO-BLOCK INTERNATIONAL LLC

By: _____
Name:
Title:

BANK:

COMERICA BANK

By:  _____
Name: B. AKMAN
Title: VP

FIFTH AMENDMENT TO
LOAN AGREEMENT

Made as of October 17, 2012

Among

COMERICA BANK
as Bank

and

ARXX BUILDING PRODUCTS INC.
as Borrower and a Loan Party

and

ARXX CORPORATION, ARXX BUILDING PRODUCTS U.S.A. INC., ECB HOLDINGS, LLC,
APS HOLDINGS, LLC, UNISAS HOLDINGS, LLC and ECO-BLOCK INTERNATIONAL, LLC
as Guarantors and Loan Parties

mcmillan

- (e) the Pledged Cash Amount; less
- (f) the Reserve Amount to the extent that Borrower has not delivered to Bank a fully executed landlord waiver, in form and substance satisfactory to Bank, in respect of the leased premises at which the Loan Parties maintain their head office and Books, currently the premises municipally known as 800 Division Street, Cobourg, Ontario K9A 5V2, less
- (g) the Preferred Claims Reserve Amount,

in each case, as determined by Bank with reference to the most recent Borrowing Base Certificate delivered by Borrower to Bank.

"Revolving Maturity Date" means October 31, 2013.

(2) Section 1.1 of the Loan Agreement is amended by inserting the following new definitions in alphabetical order, and the definition subsections shall be renumbered accordingly (including any applicable cross references thereto):

"Approved Eligible Accounts" means, without duplication, any Eligible Accounts of any Borrowing Base Loan Party that are approved by Bank on a case-by-case basis. Approved Eligible Accounts shall include Eligible Accounts owing from CanWelBroadleaf, a Division of CanWel Building Materials Ltd. ("CanWel") provided that the maximum amount of availability under the Borrowing Base relying on the inclusion of such Eligible Accounts owing from CanWel shall not to exceed \$200,000.

"Pledged Cash Amount" means cash maintained at the Bank in a blocked deposit account as security for the obligations of the Loan Parties under the Loan Agreement (excluding any cash collateral deposited at Bank which secures Letters of Credits issued under the L/C Facility)."

3.2 Amendments Relating to the L/C Facility

(1) Section 1.1 of the Loan Agreement is amended by amending and restating the following definition:

"L/C Maturity Date" means October 31, 2013.

3.3 Amendments Relating to Certain Covenants.

(1) Section 1.1 of the Loan Agreement is amended by amending and restating the following definition:

"Liquidity Ratio" means the sum of Cash of the Loan Parties maintained at Bank (excluding cash securing Letters of Credit) plus 90% of Eligible EDC Insured Accounts plus 75% of Approved Eligible Accounts plus 80% of Eligible Tax Credits Receivable divided by all Indebtedness of the Loan Parties to Bank (excluding cash secured Letters of Credit).

(2) Section 6.7 of the Loan Agreement is amended and restated as follows:

"Section 6.7 Financial Covenants

Parent shall at all times maintain, on a consolidated basis, the following financial ratios and covenants:

- (a) Minimum Tangible Net Worth. A Tangible Net Worth of not less than (i) C\$3,000,000 from the Closing Date until November 30, 2010, (ii) C\$2,500,000 for the month ending December 31, 2010, (iii) C\$1,750,000 for the month ending January 31, 2011, (iv) C\$1,500,000 for the month ending February 28, 2011, (v) C\$1,000,000 from March 1, 2011 until January 31, 2012, (vi) C\$1,500,000 for the months ending February 29, 2012

- 4 -

and March 31, 2012, (vii) C\$1,000,000 for the month ending April 30, 2012, (viii) C\$500,000 for the month ending May 31, 2012, (ix) C\$250,000 for the months ending June 30, 2012 and July 31, 2012, (x) C\$(500,000) for the month ending August 30, 2012, (xi) C\$(1,500,000) for the month ending September 30, 2012, (xii) C\$1,500,000 for the months ending October 31, 2012, November 30, 2012, December 31, 2012 and January 31, 2013, (xiii) C\$1,000,000 for the months February 28, 2013, March 31, 2013 and April 30, 2013, (xiv) C\$500,000 for the months ending May 31, 2013 and June 30, 2013, (xv) C\$0 for the months ending July 31, 2013 and August 31, 2013, (xvi) C\$(500,000) for the month ending September 30, 2013, (xvii) C\$(1,000,000) for the month ending October 31, 2013, and (xviii) (C\$1,500,000) for the months ending November 30, 2013 and December 31, 2013.

- (b) Minimum Liquidity Ratio. A Liquidity Ratio of not less than (i) 1.25:1.00 from the Closing Date until January 31, 2012, (ii) 0.90:1.00 for the months ending February 29, 2012 and March 31, 2012, (iii) 1.00:1.00 for the month ending April 30, 2012, (iv) 0.90:1.00 for the month ending May 31, 2012, (v) 1.15:1.00 for the months ending June 30, 2012, July 31, 2012, August 30, 2012, (vi) 1.10:1.00 for the months ending September 30, 2012, October 31, 2012, November 30, 2012, December 31, 2012 and January 31, 2013, (vii) 0.95:1.00 for the months ending February 28, 2013, March 31, 2013 and April 30, 2013, and (viii) 1.10:1.00 thereafter until December 31, 2013.

- (3) Section 6.7.1 of the Loan Agreement is amended and restated as follows:

"Section 6.7.1 Minimum Cash Balance.

Borrower shall maintain at all times a balance of Cash at Bank of not less than US\$750,000."

SECTION 4 – WAIVERS

4.1 Waiver of Defaults

Bank hereby waives the Events of Default arising under Section 8.2(1) of the Loan Agreement resulting from the following (collectively, the "Covenant Defaults"):

- (a) Borrower failing to comply with Section 6.7(a) of the Loan Agreement for the month ending July 31, 2012 and September 30, 2012,
- (b) Borrower failing to comply with Section 6.7(b) of the Loan Agreement for the months ending June 30, 2012, July 31, 2012, August 31, 2012 and September 30, 2012, and
- (c) Borrower failing to comply with Section 6.7.1 of the Loan Agreement starting on October 2, 2012 until the effectiveness of this Fifth Amendment.

Nothing in this Fifth Amendment (including this Section 4.1) shall be, or shall be construed to be, a waiver of any other Event of Default currently existing or hereafter arising, whether known or unknown. Bank reserves all of its rights and remedies at any time and from time to time in connection with any or all Event of Default currently existing (other than the Covenant Defaults) or hereafter arising, whether known or unknown.

SECTION 5 - CONDITIONS PRECEDENT

5.1 Conditions to the Effectiveness of Fifth Amendment

This Fifth Amendment shall not become effective until the date all of the following conditions have been satisfied or provided for in a manner satisfactory to Bank in its sole discretion (or such earlier date as determined by Bank in its sole discretion):

- (a) delivery of a fully executed copy of this Fifth Amendment (including the EDC Acknowledgement attached hereto);
- (b) evidence that Borrower has received, on or around the date of this Fifth Amendment, net cash proceeds in the amount of at least \$4,000,000 from the sale or issuance of Borrower's equity or Subordinated Debt securities from investors acceptable to Bank;
- (c) payment of an amendment fee in the amount US\$30,000; and
- (d) delivery by Borrower of such other documents that Bank may reasonably request.

SECTION 6 - MISCELLANEOUS

6.1 Confirmation of Security Documents

Each Loan Party hereby confirms that the Security to which it is a party (i) has not been amended, (ii) continues in full force and effect and (iii) secures, among other things, all obligations, liabilities and indebtedness owing by such Loan Party to Bank including, without limitation, all amounts outstanding under the Loan Agreement (including the Guarantee contained therein), as amended by this Fifth Amendment.

6.2 No Other Amendments

The Loan Agreement and all of the other documents and agreements to which a Loan Party is a party have not been amended or modified in any respect other than as contemplated in this Fifth Amendment.

6.3 Reservation of Rights and Remedies

Bank reserves all of its rights to proceed to enforce its rights and remedies at any time and from time to time in connection with any or all Events of Default under the Loan Agreement (other than the Covenant Defaults) or any other document or agreement now existing or hereafter arising.

6.4 Severability

If any provision of this Fifth Amendment is or becomes illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect (a) the legality, validity or enforceability of the remaining provisions of this Fifth Amendment or (b) the legality, validity or enforceability of that provision in any other jurisdiction.

6.5 Parties

This Fifth Amendment shall be binding upon, and inure to the benefit of, the successors of each Loan Party and Bank and the assigns, transferees and endorsees of Bank. Nothing in this Fifth Amendment, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy or claim under this Fifth Amendment.

6.6 Further Assurances

Each Loan Party shall from time to time, upon every request by Bank, make, do, execute, or cause to be made, done or executed, all such further and other lawful acts, deeds, things, devices, conveyances and assurances whatsoever in order to give effect to the provisions, purpose and intent of this Fifth Amendment and to complete the transactions contemplated by this Fifth Amendment.

6.7 Survival

The representations and warranties of each Loan Party in this Fifth Amendment shall survive the execution, delivery and acceptance hereof by the parties hereto and the closing of the transactions described herein or related hereto.

6.8 Section Titles

The Section titles contained in this Fifth Amendment are and shall be without substantive meaning or content of any kind whatsoever and are not a part of this Fifth Amendment.

6.9 Governing Law

This Fifth Amendment shall be governed by the laws of the Province of Ontario and the laws of Canada applicable in the Province of Ontario.

6.10 Counterparts

This Fifth Amendment may be executed by the parties in separate counterparts, each of which when so executed and delivered (which may include delivery by facsimile transmission and the reproduction of signatures by facsimile transmission or delivery by email of a pdf formatted document) will be treated as binding as if originals, and which, if taken together, shall constitute one and the same instrument. The parties further agree that any Loan Document previously executed by a Loan Party (including any predecessors) and/or Bank and delivered by facsimile transmission or delivered by email in pdf format, will be treated as binding as if originals.

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this Fifth Amendment has been duly executed as of the date first written above.

BORROWER:

ARXX BUILDING PRODUCTS INC.

By: [Signature]
Name:
Title:

GUARANTORS:

ARXX CORPORATION

By: [Signature]
Name:
Title:

ARXX BUILDING PRODUCTS U.S.A. INC.

By: [Signature]
Name:
Title:

ECB HOLDINGS, LLC

By: [Signature]
Name:
Title:

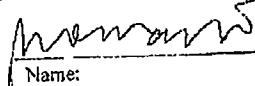
APS HOLDINGS, LLC

By: [Signature]
Name:
Title:

UNISAS HOLDINGS, LLC

By: [Signature]
Name:
Title:

~~ECO-BLOCK INTERNATIONAL LLC~~

By: 
Name:
Title:

BANK:

COMERICA BANK

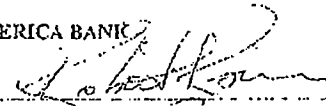
By: _____
Name:
Title:

ECO-BLOCK INTERNATIONAL LLC

By: _____
Name:
Title:

BANK:

COMERICA BANK


By: 
Name: RUSSEL ROSEN
Title: SENIOR VICE PRES. - GEN. + REGIONAL
MANAGING DIRECTOR


EDC ACKNOWLEDGEMENT

The undersigned acknowledges and consents to the amendments and waivers contained in the Fifth Amendment to Loan Agreement (attached hereto) among, *inter alia*, Comerica Bank and ARXX Building Products Inc. (the "Amendment"), and acknowledges, confirms and agrees that the guarantee made as of February 28, 2012 in favour of Comerica Bank – Reference No. 880-54380 is not released, discharged or otherwise affected by the execution, delivery or performance of the Amendment or any security therefor and remain in full force and effect.

An executed copy of this EDC Acknowledgment delivered by facsimile transmission or by email in pdf format, will be treated as binding as if original.

EXPORT DEVELOPMENT CANADA

By: 
Name: Laura Miller
Title: Senior Associate

By: 
Name: Keith Steacy
Title: Region Lead, SBF

SIXTH AMENDMENT TO
LOAN AGREEMENT

Made as of April 29, 2013

Among

COMERICA BANK
as Bank

and

ARXX BUILDING PRODUCTS INC.
as Borrower and a Loan Party

and

ARXX CORPORATION, ARXX BUILDING PRODUCTS U.S.A. INC., ECB HOLDINGS, LLC,
APS HOLDINGS, LLC, UNISAS HOLDINGS, LLC and ECO-BLOCK INTERNATIONAL, LLC
as Guarantors and Loan Parties

monit

SIXTH AMENDMENT TO LOAN AGREEMENT

This Sixth Amendment to Loan Agreement (this "Sixth Amendment") is made as of April 29, 2013 among

COMERICA BANK, a Texas banking association and an authorized foreign
bank under the *Bank Act* (Canada)

("Bank")

and

ARXX BUILDING PRODUCTS INC., a company existing under the *Business
Corporations Act* (Ontario)

("Borrower")

and

ARXX CORPORATION, a company existing under the laws of the State of
Delaware, ARXX BUILDING PRODUCTS U.S.A. INC., a company existing
under the laws of the State of Delaware, ECB HOLDINGS, LLC, a company
existing under the laws of the State of Delaware, APS HOLDINGS, LLC, a
company existing under the laws of the State of Delaware, UNISAS
HOLDINGS, LLC, a company existing under the laws of the State of
Delaware, ECO-BLOCK INTERNATIONAL, LLC, a company existing
under the laws of the State of Georgia

RECITALS

A. Borrower, Bank and the other Loan Parties entered into a Loan Agreement made as of September 24, 2010, as amended by the First Amendment to Loan Agreement made as of September 15, 2011, the Second Amendment to Loan Agreement made as of November 3, 2011, the Third Amendment to Loan Agreement made as of February 9, 2012, the Fourth Amendment to Loan Agreement made as of May 30, 2012 and the Fifth Amendment to Loan Agreement made as of October 17, 2012 (as the same may be further amended, varied, supplemented, restated, renewed, replaced or otherwise modified from time to time, the "Loan Agreement").

B. Borrower, Bank and the other Loan Parties have agreed to make certain amendments to the Loan Agreement (subject to the terms and conditions set out in this Sixth Amendment).

C. Borrower and other Loan Parties have requested and Bank has agreed to waive certain Events of Defaults described herein (subject to the terms and conditions set out in this Sixth Amendment).

NOW THEREFORE in consideration of the promises and the mutual agreements hereinafter contained, Borrower, Bank and the other Loan Parties agree as follows:

SIXTH AMENDMENT TO LOAN AGREEMENT

SECTION 1 – INTERPRETATION

1.1 Definitions

Unless otherwise defined in this Sixth Amendment, capitalized terms used in this Sixth Amendment shall have the meanings given to them in the Loan Agreement.

1.2 Incorporation into Loan Agreement

The Loan Agreement and this Sixth Amendment shall henceforth be read together and shall have the effect as if all the provisions of such agreements were contained in one instrument.

SECTION 2 -- REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties

Each Loan Party (by its signatures below) makes the following representations and warranties (as applicable) to Bank which representations and warranties shall be deemed to be repeated on each Credit Extension as though made at and as of each such date:

- (1) the representations and warranties of each Loan Party in the Loan Agreement are true and correct in all material respects (after giving effect to the waivers contained in Section 4);
- (2) the execution, delivery and performance by each Loan Party of this Sixth Amendment and any other document and instrument required under this Sixth Amendment is (i) within its corporate powers and/or partnership powers, as applicable; (ii) has been duly authorized by all necessary or proper corporate or other action; (iii) is not in contravention of any provision of its articles, by-laws or other organizational documents; (iv) will not violate any law of any governmental authority; (v) does not, and will not, conflict with or result in the breach or termination of, constitute a default under, or accelerate any performance required by, any indenture, mortgage, deed of trust, lease, agreement or other instrument to which it is a party or by which it or any of its properties is bound; (vi) will not result in the creation or imposition of any Lien upon any of its property; and (vii) does not require the consent or approval of any governmental authority or any other Person; and
- (3) this Sixth Amendment and any other documents and instruments required under this Sixth Amendment have been duly authorized, executed and delivered by each Loan Party and constitute legal, valid and binding obligations of such Loan Party, enforceable against such Loan Party in accordance with its terms.

SECTION 3 – AMENDMENTS TO LOAN AGREEMENT

3.1 Amendments Relating to the Revolving Facility

(1) Section 1.1 of the Loan Agreement is amended by amending and restating the following definition(s):

“Borrowing Base” means, without duplication, the aggregate amount equal to the following:

- (a) 90% of the value of Eligible EDC Insured Accounts, plus
- (b) 75% of the value of Approved Eligible Accounts, plus
- (c) the lesser of (i) 80% of the value of Eligible Tax Credits Receivable, and (ii) \$1,000,000 (such lesser amount, the “SRED Sublimit”), plus
- (d) the lesser of (i) 65% of the value of Eligible Inventory, and (ii) \$550,000, plus

- 3 -

- (e) the Pledged Cash Amount; less
- (f) the Reserve Amount to the extent that Borrower has not delivered to Bank a fully executed landlord waiver, in form and substance satisfactory to Bank, in respect of the leased premises at which the Loan Parties maintain their head office and Books, currently the premises municipally known as 800 Division Street, Cobourg, Ontario K9A 5V2, less
- (g) the Preferred Claims Reserve Amount.

in each case, as determined by Bank with reference to the most recent Borrowing Base Certificate delivered by Borrower to Bank.

"*Revolving Commitment*" means US\$2,750,000, as cancelled, reduced or terminated under this Agreement (inclusive of any amounts outstanding under the Letter of Credit Sublimit and the Credit Card Services Sublimit).

- (2) Section 1.1 of the Loan Agreement is amended by inserting the following new definition(s) in alphabetical order, and the definition subsections shall be renumbered accordingly (including any applicable cross references thereto):

"*EDC Revolving Facility Guarantee*" means the guarantee executed by Export Development Canada in favour of Bank in respect of the Revolving Facility, as amended, varied, supplemented, restated, renewed or replaced at any time from time to time.

- (3) Section 8.10 of the Loan Agreement is amended and restated as follows:

"Section 8.10 Guarantee

If any guarantee (including the Guarantee contained in Section 13, the EDC Guarantee and the EDC Revolving Facility Guarantee) of all or a portion of the Obligations ceases for any reason to be in full force and effect, or any guarantor fails to perform any obligation under any such guarantee or a security agreement securing any such guarantee (collectively, the "Guarantee Documents"), or any event of default occurs under any Guarantee Document or any guarantor revokes or purports to revoke a Guarantee Document, or any material misrepresentation or material misstatement exists now or hereafter in any warranty or representation set forth in any Guarantee Document or in any certificate delivered to Bank in connection with any Guarantee Document, or if any of the circumstances described in Section 8.3 through Section 8.8 occur with respect to any guarantor."

3.2 Amendments Relating to L/C Facility.

- (1) Section 2.2.1(2)(a) of the Loan Agreement is amended and restated as follows:

"(2) *Issuance of Letter of Credit under the L/C Facility.*

- (a) Amount and Availability. In reliance on the representations and warranties of Borrower set forth herein, at any time and from time to time from the date hereof through the Business Day immediately prior to the L/C Maturity Date, Bank shall, at request of Borrower, issue for the account of Borrower one or more Letters of Credit under the L/C Facility in US Dollars or Canadian Dollars in an amount not to exceed, in the aggregate, the L/C Commitment; provided, however, that (i) Borrower has, prior to the issuance of any Letter of Credit under the L/C Facility, delivered to Bank a duly executed letter of credit application on Bank's standard form, (ii) any such Letter of Credit is issued for the sole purpose of securing performance by Borrower under its contracts in various customers, (iii) the Letter of Credit is fully secured by cash collateral deposited with Bank or by a guarantee issued by Export Development Canada in favour of Bank, and

SIXTH AMENDMENT TO LOAN AGREEMENT

- 4 -

(iv) the maturity date of any such Letter of Credit shall be no later than the L/C Maturity Date. All Letters of Credit issued under the L/C Facility shall be in form and substance acceptable to Bank in its sole discretion and shall be subject to the terms and conditions of Bank's form application and letter of credit agreement. Borrower will pay any standard issuance and other fees that Bank notifies Borrower it will charge for issuing and processing Letters of Credit issued under the L/C Facility."

3.3 Amendments Relating to Certain Covenants.

- (1) Section 6.7 of the Loan Agreement is amended and restated as follows:

"Section 6.7 Financial Covenants

Parent shall at all times maintain, on a consolidated basis, the following financial ratios and covenants:

- (a) Minimum Tangible Net Worth. A Tangible Net Worth of not less than (i) US\$1,000,000 for the month ending April 30, 2013, (ii) US\$500,000 for the months ending May 31, 2013 and June 30, 2013, (iii) C\$0 for the months ending July 31, 2013 and August 31, 2013, (iv) C\$(500,000) for the month ending September 30, 2013, (vii) C\$(1,000,000) for the month ending October 31, 2013, and (v) (C\$1,500,000) for the months ending November 30, 2013 and December 31, 2013.
- (b) Minimum Liquidity Ratio. A Liquidity Ratio of not less than (i) 1.10:1.00 for the month ending January 31, 2013, (ii) 0.95:1.00 for the months ending February 28, 2013, March 31, 2013 and April 30, 2013, (iii) 1.10:1.00 for the months ending May 31, 2013, June 30, 2013, July 31, 2013, August 31, 2013 and September 30, 2013, and (vi) 0.90:1.00 for the months ending October 31, 2013, November 30, 2013 and December 31, 2013."

SECTION 4 - WAIVERS

4.1 Waiver of Defaults

Bank hereby waives the Events of Default arising under Section 8.2(1) of the Loan Agreement resulting from the following (collectively, the "Covenant Defaults"):

- (a) Borrower failing to comply with Section 6.7(a) of the Loan Agreement for the months ending January 31, 2013, February 28, 2013 and March 31, 2013; and
- (b) Borrower failing to comply with Section 6.7(b) of the Loan Agreement for the months ending January 31, 2013, February 28, 2013 and March 31, 2013.

Nothing in this Sixth Amendment (including this Section 4.1) shall be, or shall be construed to be, a waiver of any other Event of Default currently existing or hereafter arising, whether known or unknown. Bank reserves all of its rights and remedies at any time and from time to time in connection with any or all Events of Default currently existing, (other than the Covenant Defaults) or hereafter arising, whether known or unknown.

SECTION 5 - CONDITIONS PRECEDENT

5.1 Conditions to the Effectiveness of Sixth Amendment

- (a) Subject to Section 5.2(b), this Sixth Amendment shall not become effective until the date all of the following conditions have been satisfied or provided for in a manner satisfactory to Bank in its sole discretion (or such earlier date as determined by Bank in its sole discretion):

SIXTH AMENDMENT TO LOAN AGREEMENT

6.4 Reservation of Rights and Remedies

Bank reserves all of its rights to proceed to enforce its rights and remedies at any time and from time to time in connection with any or all Events of Default under the Loan Agreement (other than the Covenant Defaults) or any other document or agreement now existing or hereafter arising.

6.5 Severability

If any provision of this Sixth Amendment is or becomes illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect (a) the legality, validity or enforceability of the remaining provisions of this Sixth Amendment or (b) the legality, validity or enforceability of that provision in any other jurisdiction.

6.6 Parties

This Sixth Amendment shall be binding upon, and inure to the benefit of, the successors of each Loan Party and Bank and the assigns, transferees and endorsees of Bank. Nothing in this Sixth Amendment, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy or claim under this Sixth Amendment.

6.7 Further Assurances

Each Loan Party shall from time to time, upon every request by Bank, make, do, execute, or cause to be made, done or executed, all such further and other lawful acts, deeds, things, devices, conveyances and assurances whatsoever in order to give effect to the provisions, purpose and intent of this Sixth Amendment and to complete the transactions contemplated by this Sixth Amendment.

6.8 Survival

The representations and warranties of each Loan Party in this Sixth Amendment shall survive the execution, delivery and acceptance hereof by the parties hereto and the closing of the transactions described herein or related hereto.

6.9 Section Titles

The Section titles contained in this Sixth Amendment are and shall be without substantive meaning or content of any kind whatsoever and are not a part of this Sixth Amendment.

6.10 Governing Law

This Sixth Amendment shall be governed by the laws of the Province of Ontario and the laws of Canada applicable in the Province of Ontario.

6.11 Counterparts

This Sixth Amendment may be executed by the parties in separate counterparts, each of which when so executed and delivered (which may include delivery by facsimile transmission and the reproduction of signatures by facsimile transmission or delivery by email of a pdf formatted document) will be treated as binding as if originals, and which, if taken together, shall constitute one and the same instrument. The parties further agree that any Loan Document previously executed by a Loan Party (including any predecessors) and/or Bank and delivered by facsimile transmission or delivered by email in pdf format, will be treated as binding as if originals.

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK]

SIXTH AMENDMENT TO LOAN AGREEMENT

IN WITNESS WHEREOF, this Sixth Amendment has been duly executed as of the date first written above.

BORROWER:

ARXX BUILDING PRODUCTS INC.

By: [Signature]
Name: MICHAEL P. HARTNETT
Title: CEO

GUARANTORS:

ARXX CORPORATION

By: [Signature]
Name: MICHAEL P. HARTNETT
Title: CEO

ARXX BUILDING PRODUCTS U.S.A. INC.

By: [Signature]
Name: MICHAEL P. HARTNETT
Title: CEO

ECB HOLDINGS, LLC

By: [Signature]
Name: MICHAEL P. HARTNETT
Title: CEO

APS HOLDINGS, LLC

By: [Signature]
Name: MICHAEL P. HARTNETT
Title: CEO

UNISAS HOLDINGS, LLC

By: [Signature]
Name: MICHAEL P. HARTNETT
Title: CEO

ECO-BLOCK INTERNATIONAL, LLC

By: 

Name: MICHAEL P. HAMMER
Title: CEO

BANK:

COMERICA BANK

By: 

Name: Rosetta Rosen
Title: Senior Vice-President Regional
MANAGING DIRECTOR

EDC ACKNOWLEDGEMENT

The undersigned acknowledges and consents to the amendments and waivers contained in the Sixth Amendment to Loan Agreement (attached hereto) among, *inter alia*, Comerica Bank and ARXX Building Products Inc. (the "Amendment"), and acknowledges, confirms and agrees that the guarantee made as of February 28, 2012 in favour of Comerica Bank – Reference No. 880-54380 is not released, discharged or otherwise affected by the execution, delivery or performance of the Amendment or any security therefor and remain in full force and effect.

An executed copy of this EDC Acknowledgment delivered by facsimile transmission or by email in pdf format, will be treated as binding as if original.

EXPORT DEVELOPMENT CANADA

By: _____
Name:
Title:

By: _____
Name:
Title:

**SEVENTH AMENDMENT TO
LOAN AGREEMENT**

Made as of October 28, 2013

Among

COMERICA BANK
as Bank

and

ARXX BUILDING PRODUCTS INC.
as Borrower and a Loan Party

and

**ARXX CORPORATION, ARXX BUILDING PRODUCTS U.S.A. INC., ECB HOLDINGS, LLC,
APS HOLDINGS, LLC, UNISAS HOLDINGS, LLC and ECO-BLOCK INTERNATIONAL, LLC**
as Guarantors and Loan Parties

001 10

SEVENTH AMENDMENT TO
LOAN AGREEMENT

This Seventh Amendment to Loan Agreement (this "Seventh Amendment") is made as of October 28, 2013 among

COMERICA BANK, a Texas banking association and an authorized foreign bank under the *Bank Act* (Canada)

("Bank")

and

ARXX BUILDING PRODUCTS INC., a company existing under the *Business Corporations Act* (Ontario)

("Borrower")

and

ARXX CORPORATION, a company existing under the laws of the State of Delaware, ARXX BUILDING PRODUCTS U.S.A. INC., a company existing under the laws of the State of Delaware, ECB HOLDINGS, LLC, a company existing under the laws of the State of Delaware, APS HOLDINGS, LLC, a company existing under the laws of the State of Delaware, UNISAS HOLDINGS, LLC, a company existing under the laws of the State of Delaware, ECO-BLOCK INTERNATIONAL, LLC, a company existing under the laws of the State of Georgia

RECITALS

A. Borrower, Bank and the other Loan Parties entered into a Loan Agreement made as of September 24, 2010, as amended by the First Amendment to Loan Agreement made as of September 15, 2011, the Second Amendment to Loan Agreement made as of November 3, 2011, the Third Amendment to Loan Agreement made as of February 9, 2012, the Fourth Amendment to Loan Agreement made as of May 30, 2012, the Fifth Amendment to Loan Agreement made as of October 17, 2012 and the Sixth Amendment to Loan Agreement made as of April 29, 2013 (as the same may be further amended, varied, supplemented, restated, renewed, replaced or otherwise modified from time to time, the "Loan Agreement").

B. Borrower, Bank and the other Loan Parties have agreed to make certain amendments to the Loan Agreement (subject to the terms and conditions set out in this Seventh Amendment).

NOW THEREFORE in consideration of the promises and the mutual agreements hereinafter contained, Borrower, Bank and the other Loan Parties agree as follows:

SEVENTH AMENDMENT TO LOAN AGREEMENT

SECTION 1 - INTERPRETATION

1.1 Definitions

Unless otherwise defined in this Seventh Amendment, capitalized terms used in this Seventh Amendment shall have the meanings given to them in the Loan Agreement.


1.2 Incorporation into Loan Agreement

The Loan Agreement and this Seventh Amendment shall henceforth be read together and shall have the effect as if all the provisions of such agreements were contained in one instrument.

SECTION 2 - REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties

Each Loan Party (by its signatures below) makes the following representations and warranties (as applicable) to Bank which representations and warranties shall be deemed to be repeated on each Credit Extension as though made at and as of each such date:

(1) the representations and warranties of each Loan Party in the Loan Agreement are true and correct in all material respects; *EXCEPT AS PREVIOUSLY DISCLOSED TO BANK IN WRITING.* 

(2) the execution, delivery and performance by each Loan Party of this Seventh Amendment and any other document and instrument required under this Seventh Amendment is (i) within its corporate powers and/or partnership powers, as applicable; (ii) has been duly authorized by all necessary or proper corporate or other action; (iii) is not in contravention of any provision of its articles, by-laws or other organizational documents; (iv) will not violate any law of any governmental authority; (v) does not, and will not, conflict with or result in the breach or termination of, constitute a default under, or accelerate any performance required by, any indenture, mortgage, deed of trust, lease, agreement or other instrument to which it is a party or by which it or any of its properties is bound; (vi) will not result in the creation or imposition of any Lien upon any of its property; and (vii) does not require the consent or approval of any governmental authority or any other Person; and

(3) this Seventh Amendment and any other documents and instruments required under this Seventh Amendment have been duly authorized, executed and delivered by each Loan Party and constitute legal, valid and binding obligations of such Loan Party, enforceable against such Loan Party in accordance with its terms.

SECTION 3 - AMENDMENTS TO LOAN AGREEMENT

3.1 Amendment Relating to the Revolving Facility

(1) Section 1.1 of the Loan Agreement is amended by amending and restating the following definition(s):

"Revolving Maturity Date" means December 31, 2013.

3.2 Amendments to Certain Reporting Covenants.

(1) Section 6.3(b) of the Loan Agreement is amended and restated as follows:

"(b.1) weekly on every Monday, Borrower shall deliver to Bank a Borrowing Base Certificate, signed by a Responsible Officer in substantially the form of Exhibit E hereto, together with aged listings by invoice date of accounts receivable and accounts payable;

(b.2) within thirty (30) days after the last day of each month, Borrower shall deliver to Bank an inventory report;"

3.3 Amendments to Add Certain Events of Default.

(1) Section 1.1 of the Loan Agreement is amended by inserting the following new definition(s) in alphabetical order, and the definition subsections shall be renumbered accordingly (including any applicable cross-reference thereto):

"New Equity" means cash proceeds received after the Seventh Amendment Closing Date from the sale or issuance of Borrower's Equity or debt securities."

"Seventh Amendment Closing Date" means October 30, 2013.

(2) The Loan Agreement is amended by adding the following added as Section 8.11:

"Section 8.11 Delivery of Letter of Intent for Sale or New Financing

Borrower shall fail to deliver to Bank on or before November 15, 2013 the following:

(a) a fully executed letter of intent (the "Sale LOI") for the purchase by a third party of the shares or assets of Borrower and the other Loan Parties which contemplates the repayment in full to Bank of all the Obligations concurrently with the closing such sale (and is otherwise in form and substance acceptable to Bank); or

(b) a fully executed letter of intent or term sheet (the "Financing LOI"), in form and substance acceptable to Bank, providing for receipt by Borrower of New Equity in an amount that is sufficient to repay in full to Bank all the Obligations and containing terms that contemplate repayment in full of the Obligations with the proceeds thereof."

(3) The Loan Agreement is amended by adding the following as Section 8.12:

"Section 8.12 Delivery of Definitive Documents for Sale or New Financing

Borrower shall fail to deliver to Bank on or before December 15, 2013 the following:

(a) if Borrower has delivered the Sale LOI, a fully executed share purchase agreement or asset purchase agreement (the "Purchase Agreement"), as applicable, consistent with the terms of the Sale LOI (and otherwise in form and substance acceptable to Bank), or

(b) if Borrower has delivered the Financing LOI, a fully executed subscription agreement (the "Subscription Agreement"), consistent with the terms of the Financing LOI (and otherwise in form and substance acceptable to Bank)."

(3) The Loan Agreement is amended by adding the following added as Section 8.13:

"Section 8.13 Closing of Sale or New Financing

- 4 -

Borrower shall fail on or before December 31, 2013:

- (a) if Borrower has delivered the Sale LOI and the Purchase Agreement, to close the sale transaction contemplated by the Purchase Agreement, including repayment in full to Bank of all the Obligations concurrently with the closing of such sale, or
- (b) if Borrower has delivered the Financing LOI and the Subscription Agreement, to close the financing transaction contemplated by the Subscription Agreement, including repayment in full to Bank of all the Obligations concurrently with the closing of such financing."

SECTION 4 - CONDITIONS PRECEDENT

4.1 Conditions to the Effectiveness of Seventh Amendment

Subject to Section 5.2(b), this Seventh Amendment shall not become effective until the date all of the following conditions have been satisfied or provided for in a manner satisfactory to Bank in its sole discretion (or such earlier date as determined by Bank in its sole discretion):

- (a) delivery of a fully executed copy of this Seventh Amendment;
- (b) amendment to EDC Revolving Facility Guarantee confirming this Seventh Amendment and extended the maturity date thereof beyond the EDC Revolving Maturity Date;
- (c) amendment to EDC Revolving Facility Guarantee confirming this Seventh Amendment, and
- (d) delivery by Borrower of such other documents that Bank has reasonably requested prior to the date hereof.

SECTION 5 - MISCELLANEOUS

5.1 Termination of L/C Facility

Bank and each of the Loan Parties acknowledge and confirm that the L/C Facility has been terminated and that no further Credit Extensions will be permitted thereunder.

5.2 Suspension of Advances under the Revolving Facility

Bank and each of the Loan Parties acknowledge and confirm that no further Advances shall be permitted under the Revolving Facility unless otherwise approved by Bank in writing in its sole and absolute discretion.

5.3 Confirmation of Security Documents

Each Loan Party hereby confirms that the Security to which it is a party (i) has not been amended, (ii) continues in full force and effect and (iii) secures, among other things, all obligations, liabilities and indebtedness owing by such Loan Party to Bank including, without limitation, all amounts outstanding under the Loan Agreement (including the Guarantee contained therein), as amended by this Seventh Amendment.

5.4 No Other Amendments

The Loan Agreement and all of the other documents and agreements to which a Loan Party is a party have not been amended or modified in any respect other than as contemplated in this Seventh Amendment.

SEVENTH AMENDMENT TO LOAN AGREEMENT

LEGAL_21482814.1

- 5 -

5.5 Reservation of Rights and Remedies

Bank reserves its rights to fully invoke any and all of its rights, remedies, powers or privileges under the Loan Agreement and the other Loan Documents or otherwise available at law or in equity, at any time as it deems appropriate with respect to any Events of Default that may now (whether known or unknown) or hereafter exist. Any failure to exercise any rights and remedies that Bank may have at this time shall not constitute a waiver of the right to exercise same or any other rights and remedies at a subsequent time. Nothing herein shall be deemed to constitute a waiver of any Event of Default that currently exists (whether known or unknown) or may hereafter arise under the Loan Agreement or any other Loan Document.

5.6 Severability

If any provision of this Seventh Amendment is or becomes illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect (a) the legality, validity or enforceability of the remaining provisions of this Seventh Amendment, or (b) the legality, validity or enforceability of that provision in any other jurisdiction.

5.7 Parties

This Seventh Amendment shall be binding upon, and inure to the benefit of, the successors of each Loan Party and Bank and the assigns, transferees and endorsees of Bank. Nothing in this Seventh Amendment, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy or claim under this Seventh Amendment.

5.8 Further Assurances

Each Loan Party shall from time to time, upon every request by Bank, make, do, execute, or cause to be made, done or executed, all such further and other lawful acts, deeds, things, devices, conveyances and assurances whatsoever in order to give effect to the provisions, purpose and intent of this Seventh Amendment and to complete the transactions contemplated by this Seventh Amendment.

5.9 Survival

The representations and warranties of each Loan Party in this Seventh Amendment shall survive the execution, delivery and acceptance hereof by the parties hereto and the closing of the transactions described herein or related hereto.

5.10 Section Titles

The Section titles contained in this Seventh Amendment are and shall be without substantive meaning or content of any kind whatsoever and are not a part of this Seventh Amendment.

5.11 Governing Law

This Seventh Amendment shall be governed by the laws of the Province of Ontario and the laws of Canada applicable in the Province of Ontario.

SEVENTH AMENDMENT TO LOAN AGREEMENT

LEGAL_21482814.1

- 6 -

5.12 Counterparts

This Seventh Amendment may be executed by the parties in separate counterparts, each of which when so executed and delivered (which may include delivery by facsimile transmission and the reproduction of signatures by facsimile transmission or delivery by email of a pdf formatted document) will be treated as binding as if originals, and which, if taken together, shall constitute one and the same instrument. The parties further agree that any Loan Document previously executed by a Loan Party (including any predecessors) and/or Bank and delivered by facsimile transmission or delivered by email in pdf format, will be treated as binding as if originals.

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK]

SEVENTH AMENDMENT TO LOAN AGREEMENT

LEGAL_21482814.1

IN WITNESS WHEREOF, this Seventh Amendment has been duly executed as of the date first written above.

BORROWER:

ARXX BUILDING PRODUCTS INC.

By: [Signature]
Name: MICHAEL HARTNETT
Title: DIRECTOR

GUARANTORS:

ARXX CORPORATION

By: [Signature]
Name: MICHAEL HARTNETT
Title: DIRECTOR

ARXX BUILDING PRODUCTS U.S.A. INC.

By: [Signature]
Name: MICHAEL HARTNETT
Title: DIRECTOR

ECB HOLDINGS, LLC

By: [Signature]
Name: MICHAEL HARTNETT
Title: DIRECTOR

APS HOLDINGS, LLC

By: [Signature]
Name: MICHAEL HARTNETT
Title: DIRECTOR

UNISAS HOLDINGS, LLC

By: [Signature]
Name: MICHAEL HARTNETT
Title: DIRECTOR

ECO-BLOCK INTERNATIONAL LLC

By: [Signature]
Name: AMINAH HASSAN
Title: Director

BANK:

COMERICA BANK

By: [Signature]
Name: ROBERTA NISQU
Title: Senior Vice President
Regional Manager District

TAB J

This is Exhibit "J" referred to in the
affidavit of Michael Moore made before me
on this ____ day of December, 2013

SEE ATTACHED

A commissioner for taking affidavits
for

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SANTA CLARA

On DEC. 9, 2013
Date

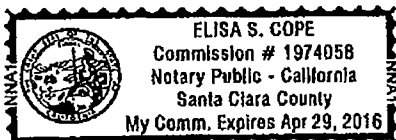
before me,

ELISA S. COPE, NOTARY PUBLIC
Here Insert Name and Title of the Officer

personally appeared

MICHAEL MOORE
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Elisa S. Cope
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

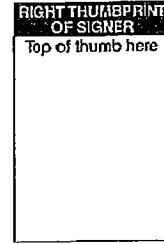
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

COMERICA BANK

GENERAL SECURITY AGREEMENT

THIS GENERAL SECURITY AGREEMENT is made the 24th day of September, 2010.

BETWEEN:

ARXX BUILDING PRODUCTS INC., a company existing under the Business Corporations Act (Ontario) having its chief executive office at 800 Division Street, Cobourg ON K9A 5V2.

Facsimile: (888) 672-1729

(the "Debtor")

AND:

COMERICA BANK, a Texas banking association and authorized foreign bank under the Bank Act (Canada), Suite 2210, South Tower, Royal Bank Plaza, PO Box 61, Toronto, Ontario, M5J 2J2

Facsimile: (416) 367-2460

(the "Bank")

SECTION 1- SECURITY INTEREST

1.1 For consideration the Debtor does hereby:

- (a) mortgage and charge as and by way of a fixed and specific charge, and assign and transfer to the Bank, and grant to the Bank a security interest in, all the Debtor's right, title and interest in and to all its presently owned or held and after acquired or held personal property, of whatever nature or kind (except the kinds set out in Section 1.4 and Section 2 below) and wheresoever situate, and all Proceeds thereof and therefrom including, without limitation:
 - (i) all present and future equipment, including, without limiting the generality of the foregoing, machinery, tools, fixtures, tenant improvement, furniture, chattels, motor vehicles and other tangible personal property that is not inventory, and all parts, components, attachments, accessories, Accessions, replacements, substitutions, additions and improvements to any of the foregoing (all of which is hereinafter collectively called the "Equipment");
 - (ii) all present and future inventory, including, without limiting the generality of the foregoing, Goods acquired or held for sale or lease or furnished or to be furnished under contracts of rental or service, all raw materials, work in process, finished goods, returned goods, repossessed goods, and all packaging materials, supplies and containers relating to or used or consumed in connection with any of the foregoing (all of which is hereinafter collectively called the "Inventory");
 - (iii) all debts, accounts, claims, demands, monies and choses in action which now are, or which may at any time hereafter be, due or owing to or owned by the Debtor and all

- books, records, documents, papers and electronically recorded data recording, evidencing or relating to the said debts, accounts, claims, demands, monies and choses in action or any part thereof (all of which is hereinafter collectively called the "Accounts");
- (iv) all Documents of Title, Chattel Paper, Instruments, Securities and Money, and all other Goods of the Debtor that are not Equipment, Inventory or Accounts;
 - (v) all Contracts, contractual rights, goodwill and all other choses in action of the Debtor of every kind which now are, or which may at any time hereafter be, due or owing to or owned by the Debtor, and all other Intangibles of the Debtor which is not Accounts, Chattel Paper, Instruments, Documents of Title, Securities or Money;
 - (vi) all Intellectual Property;
 - (vii) all of the Debtor's right, title and interest in and to any Investment Property, including all Securities, Securities Accounts, and all Security Entitlements carried in any Securities Account; and
- (b) charge as and by way of a floating charge, and grant to the Bank a security interest in and to all the Debtor's right, title and interest in and to all its presently owned or held and after acquired or held real, immovable and leasehold property and all interests therein, and all easements, rights of way, privileges, benefits, licences, improvements and rights whether connected therewith or appurtenant thereto or separately owned or held, including all structures, plant and other fixtures (all which is hereinafter collectively called the "Real Property").

1.2 Without prejudice to any other security created in this Security Agreement and as additional continuing and collateral security for the due and punctual performance of fulfillment of the Obligations, the Debtor hereby hypothecates in favour of the Bank the universality of its movable property, present and future, corporeal and incorporeal, wherever situated for the sum of \$6,000,000 in lawful currency of Canada with interest thereon from the date hereof at the rate of 24% *per annum*. The hypothec herein created in favour of the Bank shall not constitute nor be construed as a floating hypothec. The full amount of the hypothec herein created shall be and remain continuing collateral security in favour of the Bank notwithstanding the fact that all or part of the Obligations arise prior to, at the time of or subsequent to the execution hereof. The hypothec herein created is a continuous security which shall subsist notwithstanding any fluctuation of the amounts hereby secured. The Debtor shall be deemed to oblige itself again as provided in Article 2797 of the *Civil Code of Québec* with respect to any future Obligations hereby secured.

1.3 The Liens created pursuant to Section 1.1 and Section 1.2 are hereinafter collectively called the "Security Interests" and any undertaking, property and assets subject to the Security Interests and any other property, real or personal, tangible or intangible, now existing or hereafter acquired by the Debtor, that may at any time be or be expressed to be charged, assigned or transferred or secured by any Instruments supplemental hereto or in implementation hereof are hereinafter collectively called the "Collateral".

1.4 Notwithstanding Sections 1.1, 1.2 or 1.3 the Collateral shall not include any Contract, Account, User Licence, permit, licence, claim, demand, chose in action or other intangible which, as a matter of law or by its terms, is not assignable or may not be charged or otherwise encumbered by the Debtor without the consent, authorization, approval or waiver of a third party (all such Contracts, Accounts, User Licences, permits, licences, claims, demands, choses in action and other intangibles are collectively referred to herein as the "Restricted Assets") unless and until such consent, authorization, approval or waiver has been obtained, provided that, until such time as the applicable consent, authorization, approval or waiver has been obtained, the Debtor shall hold each Restricted Asset in trust for the Bank and will assign and dispose of the same in such manner as the Bank may from time to time direct as and when the Bank is entitled to realize upon Collateral in accordance with Section 12. The Debtor agrees that it will use all such reasonable efforts as may be required to obtain as expeditiously as possible all such consents,

authorizations, approvals or waivers other than those required under governmental permits or licences with respect to which a consent to mortgage is not capable of being obtained.

Notwithstanding this Section 1, the Debtor's grant of security in Trade-marks (as defined in the *Trade-marks Act* (Canada)) shall be limited to a grant by the Debtor of a security interest in all of the Debtor's right, title and interest in such Trade-marks.

SECTION 2 - FURTHER EXCEPTIONS

2.1 Notwithstanding any other term or provision herein, any charge and security interest shall not extend or apply to the last day of the term of any lease or any agreement therefor now held or hereafter acquired by the Debtor but should such charge and security interest become enforceable, the Debtor shall thereafter stand possessed of such last day and shall hold it in trust to assign the same to any person acquiring such term or the part thereof mortgaged and charged in the course of any enforcement of the said charge and security interest or any realization of the subject matter thereof.

2.2 All Consumer Goods of the Debtor are hereby excepted out of the Security Interests created by this Security Agreement.

SECTION 3 - ATTACHMENT

3.1 The Debtor acknowledges that the Security Interests hereby created attach upon the execution of this Security Agreement (or in the case of any after acquired property, upon the date of acquisition thereof), that value has been given, and that the Debtor has (or in the case of any after acquired property, will have upon the date of acquisition) rights in the Collateral.

SECTION 4 - PROHIBITIONS

4.1 Except as permitted by the Loan Agreement, the Debtor shall not have power to:

- (a) create or permit to exist any Lien over, or claim against any of the Collateral which ranks or could in any event rank in priority to or *pari passu* with any of the Security Interests created by this Security Agreement other than Permitted Liens; or
- (b) grant, sell or otherwise assign its Chattel Paper.

4.2 The Debtor agrees not to sell, transfer, assign, mortgage, pledge, lease, grant a security interest in or encumber any of its Intellectual Property, except for licences of its Intellectual Property and in the ordinary course of business.

SECTION 5 - OBLIGATIONS SECURED

5.1 This Security Agreement and the Security Interests hereby created are in addition to and not in substitution for any other security interest now or hereafter held by the Bank from the Debtor or from any other person whomsoever and shall be general and continuing security for the payment and performance of all the Debtor's Obligations.

SECTION 6 - REPRESENTATIONS AND WARRANTIES

6.1 The Debtor represents and warrants that this Security Agreement is granted in accordance with resolutions of the directors (and of the shareholders as applicable) of the Debtor and all other matters and things have been done

and performed so as to authorize and make the execution and delivery of this Security Agreement, and the performance of the Debtor's obligations hereunder, legal, valid and binding.

6.2 The Debtor represents and warrants that the Debtor has rights in or the power to transfer the Collateral, and its title to the Collateral is free and clear of Liens, adverse claims and restrictions on transfer or pledge except for Permitted Liens, and the Debtor has good right and lawful authority to grant a security interest in the Collateral as provided by this Security Agreement.

6.3 The Debtor represents and warrants and, so long as this Security Agreement remains in effect, shall be deemed to continuously represent and warrant that the locations specified in Schedule A as to business operations and records are accurate and complete and with respect to Goods (including Inventory) constituting Collateral, the locations specified in Schedule A are accurate and complete save for Goods in transit to such locations and Inventory on lease or consignment.

6.4 The Debtor represents and warrants that except as set out in Schedule B, the Debtor is the sole owner of the Intellectual Property except for non exclusive licenses granted on commercially reasonable terms by the Debtor to its customers in the ordinary course of business. The Intellectual Property is valid and enforceable and no claim has been made that any part of the Intellectual Property violates the rights of any third party.

6.5 The Debtor represents and warrants that each agreement between the Debtor and a Securities Intermediary that governs any Securities Account included in the Collateral or to which any Collateral that is Investment Property has been credited either:

- (a) specifies that the Province of Ontario is the Securities Intermediary's jurisdiction for the purposes of the STA of Ontario; or
- (b) is expressed to be governed by the laws of the Province of Ontario.

6.6 The Debtor represents and warrants that Schedule C sets forth a complete and accurate list of all of the Pledged Collateral. The Debtor is the direct, sole beneficial owner and the sole holder of record or Entitlement Holder of the Pledged Collateral listed on Schedule C as being owned by it, free and clear of any Liens, except for the security interest granted to the Bank.

6.7 The Debtor represents and warrants that all Pledged Collateral credited to a Securities Account maintained with a Securities Intermediary of the Debtor is subject to an Account Control Agreement between the Securities Intermediary and the Bank.

6.8 The Debtor represents and warrants that except as disclosed in Schedule C, all Pledged Collateral that constitutes a Special Equity Interest:

- (a) is dealt in or traded on any securities exchange or in any securities market;
- (b) expressly provides by its terms that it is a "security" for the purposes of the applicable STA; or
- (c) is held through a Securities Account.

6.9 The Debtor represents and warrants that the Debtor has not consented to any Person other than the Bank entering into, nor has the Debtor become a party to, an Issuer Control Agreement with any issuer of any Uncertificated Securities included in the Collateral, and no such Issuer Control Agreement is outstanding and in force.

6.10 The Debtor represents and warrants that the Debtor has not consented to any Person other than the Bank entering into, nor has the Debtor become a party to, an Account Control Agreement with any Securities Intermediary in respect of any Security Entitlements or Securities Accounts included in the Collateral, and no such Account Control Agreement is outstanding and in force.

SECTION 7 - COVENANTS OF THE DEBTOR

7.1 Except to the extent that the Loan Agreement provides otherwise, the Debtor covenants that at all times while this Security Agreement remains in effect the Debtor will:

- (a) maintain its corporate existence and good standing in its jurisdiction of incorporation and maintain qualification and good standing in each other jurisdiction in which the failure to so qualify would reasonably be expected to have a Material Adverse Effect, and shall furnish to the Bank the organizational identification number issued to the Debtor by the authorities of the jurisdiction in which the Debtor is organized, if applicable;
- (b) comply with all statutes, laws, ordinances and government rules and regulations to which it is subject, and maintain, in force all licenses, approvals and agreements, the loss of which or failure to comply with which would reasonably be expected to have a Material Adverse Effect;
- (c) keep all Inventory in good and marketable condition, free from all material defects except for Inventory for which adequate reserves have been made;
- (d) defend the title to the Collateral for the benefit of the Bank against the claims and demands of all persons and will diligently initiate and prosecute legal action against all infringers of the Debtor's rights in Intellectual Property;
- (e) fully and effectually maintain and keep maintained the Security Interests hereby created valid and effective;
- (f) maintain the Collateral in good order and repair;
- (g) forthwith pay:
 - (i) material federal, provincial, state, and local taxes, assessments, or contributions required of it by law, and execute and deliver to the Bank, on demand appropriate certificates attesting to the payment or deposit thereof; and make timely payment or deposit of all material tax payments and withholding taxes required of it by applicable laws, including, but not limited to, those laws concerning provincial and federal income taxes, and will, upon request, furnish the Bank with proof satisfactory to the Bank that the Debtor has made such payments or deposits unless the Debtor shall in good faith contest, by appropriate proceedings, its obligations so to pay and shall reserve against such payment to the extent required by GAAP; and
 - (ii) all Liens which rank or could in any event rank in priority to any Security Interest created by this Security Agreement other than Permitted Liens;

- (h) forthwith, but subject to and to the extent agreed to in the Loan Agreement, pay all costs, charges, expenses and legal fees and disbursements (on a solicitor and his own client basis) which may be incurred by the Bank in:
- (i) inspecting the Collateral;
 - (ii) negotiating, preparing, perfecting and registering this Security Agreement and other documents, whether or not relating to this Security Agreement; and
 - (iii) investigating title to the Collateral;
- (i) forthwith pay all costs, charges, expenses and legal fees and disbursements (on a solicitor and his own client basis) which may be incurred by the Bank in:
- (i) taking, recovering and keeping possession of the Collateral; and
 - (ii) all other actions and proceedings taken in connection with the preservation of the Collateral and the enforcement of this Security Agreement and of any other security interest held by the Bank as security for the Obligations;
- (j) at the Bank's request at any time and from time to time execute and deliver such further and other documents and Instruments and do all acts and things as are reasonably required by the Bank in order to confirm and perfect, and maintain perfection of, the Security Interests hereby created in favour of the Bank upon any of the Collateral;
- (k) notify the Bank promptly of:
- (i) any change in the information contained herein relating to the Debtor, its business or the Collateral, including without limitation any change of name or address of the Debtor and any change in the present location of any Collateral;
 - (ii) the details of any material acquisition of Collateral;
 - (iii) any material loss or damage to Collateral;
 - (iv) any material default by any account debtor in payment or other performance of his obligations to the Debtor with respect to any Accounts; and
 - (v) the return to or repossession by the Debtor of Collateral where such return or repossession of Collateral is material in relation to the business of the Debtor;
- (l) prevent Collateral, other than Inventory sold, leased, or otherwise disposed of as permitted hereby, from being or becoming an accession to other property not covered by this Security Agreement;
- (m) carry on and conduct its business in a proper and business like manner, including maintenance of proper books of account and records;
- (n) permit the Bank and its representatives, at all reasonable times access to all its Collateral and to all its books of account and records respecting such Collateral for the purpose of inspection and render all assistance reasonably necessary for such inspection;

- (o) deliver to the Bank from time to time promptly upon request:
 - (i) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to Collateral for the purpose of inspecting, auditing or copying the same; and
 - (ii) such information concerning Collateral and the Debtor and the Debtor's business and affairs related to the Security Interest as the Bank may require;
- (p) do everything reasonably necessary or desirable to preserve and maintain the Intellectual Property including, without limitation:
 - (i) register or cause to be registered on an expedited basis (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as the case may be, and the Canadian equivalents thereof, those registrable intellectual property rights now owned or hereafter developed or acquired by the Debtor, to the extent that the Debtor, in its reasonable business judgement, deems it appropriate to so protect such intellectual property rights;
 - (ii) promptly give the Bank written notice of any applications or registrations of intellectual property rights filed with the United States Patent and Trademark Office or the Canadian equivalents thereof, including the date of such filing and the registration or application numbers, if any;
 - (iii) protect, defend and maintain the validity and enforceability of the trade secrets, Trademarks, Patents and Copyrights; (a) give Bank not less than thirty (30) days prior written notice of the filing of any applications or registrations of Copyrights with the United States Copyright Office and the Canadian equivalent thereof, including title of such intellectual property rights to be registered, as such title will appear on such applications or registrations, and the date such applications or registrations will be filed; (b) prior to the filing of any such applications or registrations, execute such documents as the Bank may reasonably request for the Bank to maintain its perfection in such intellectual property rights to be registered by the Debtor; (c) upon the request of the Bank, either deliver to the Bank or file such documents simultaneously with the filing of any such applications or registrations; (d) upon filing any such applications or registrations, promptly provide the Bank with a copy of such applications or registrations together with any exhibits, evidence of the filing of any documents requested by the Bank to be filed for the Bank to maintain the perfection and priority of its security interest in such intellectual property rights, and the date of such filing;
 - (iv) use commercially reasonable efforts to detect infringements of the Trademarks, Patents and Copyrights and promptly advise the Bank in writing of material infringements detected;
 - (v) not allow any material Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of the Bank, which shall not be unreasonably withheld;
 - (vi) execute and deliver such additional Instruments and documents from time to time as the Bank shall reasonably request to perfect and maintain the perfection and priority of the Bank's security interest in the Intellectual Property;
 - (vii) ensure that the License Agreements executed by the Debtor adequately protect the Debtor's rights in the subject Intellectual Property;

- (viii) perform all of its obligations under the License Agreements and all Contracts;
 - (ix) design Software so that duplicating the Source Code from a copy of the Object Code is impractical, disclose Source Code only on a "need to know" basis, obtain from all employees having a material input into any Software a confidentiality agreement with respect to the concepts involved;
 - (x) commence and prosecute, at its own expense, such suits, proceedings or other actions for infringement, passing off, unfair competition, dilution or other damage as are in its reasonable business judgment necessary to protect the Intellectual Property;
 - (xi) diligently, at its own expense, enforce its rights under Contracts and other agreements which enhance the value of or protect the Intellectual Property;
- (q) deliver to the Bank immediately upon execution of this Security Agreement the originals of all Chattel Paper, all Documents of Title, all security certificates evidencing Certificated Securities, all Instruments and all certificates evidencing any Special Equity Interests, whether or not such Special Equity Interests constitute "Securities", in each case constituting, representing or relating to Collateral;
 - (r) hold in trust for the Bank upon receipt and immediately thereafter, upon request by the Bank, deliver to the Bank any Chattel Paper, Securities, security certificates evidencing Certificated Securities, Instruments and certificates evidencing any Special Equity Interests, in each case constituting Collateral that are hereafter acquired by the Debtor;
 - (s) in respect of any Uncertificated Securities included in the Pledged Collateral: (i) cause and hereby authorizes and constitutes, on request by the Bank, the Bank as its attorney-in-fact from time to time to cause each issuer of such Uncertificated Securities to register the Bank or its nominee as the registered owner of such Uncertificated Securities, and (ii) does hereby consent to the Bank entering into an Issuer Control Agreement with the issuer of any such Uncertificated Securities with respect thereto; and the Debtor shall communicate such consent to the Issuer in writing on request by the Bank;
 - (t) with respect to any Special Equity Interest which as of the date hereof does not satisfy one of the requirements listed in Section 6.8, if at any time hereafter any such requirement is satisfied:
 - (i) the Debtor shall immediately give notice to such effect to the Bank, and
 - (ii) the Debtor shall comply with the requirements of Section 7.1(q) or (r) in respect of such Special Equity Interest to the extent that it has not already done so;
 - (u) on request by the Bank, direct the Securities Intermediary in respect of any Securities Accounts included in the Pledged Collateral or any Security Entitlements carried therein, to transfer the Financial Assets to which such Security Entitlements relate to a Securities Account designated by the Bank; and
 - (v) and does hereby consent to the Securities Intermediary in respect of any such Security Accounts or Security Entitlements entering into an Account Control Agreement with the Bank with respect thereto; and on request by the Bank, the Debtor shall communicate such consent to such Securities Intermediary.

For greater certainty, any security certificates evidencing Certificated Securities or any certificates evidencing Special Equity Interests delivered to the Bank pursuant to Section 7.1(q), shall be duly endorsed

to the Bank or its nominee or in blank by an effective endorsement within the meaning of the STA. For greater certainty, such endorsement may be in the form of a duly executed undated instrument of transfer or stock power of attorney in favour of the Bank or its nominee or in blank.

7.2 Except as otherwise permitted in the Loan Agreement, the Debtor covenants that at all times while this Security Agreement remains in effect, without the prior written consent of the Bank, it will not:

- (a) declare or pay any dividends;
- (b) purchase or redeem any of its shares or otherwise reduce its share capital;
- (c) become guarantor of any obligation;
- (d) become an endorser in respect of any obligation or otherwise become liable upon any note or other obligation other than bills of exchange deposited to the bank account of the Debtor;
- (e) consent to the entering into by any issuer of any Uncertificated Securities included in or relating to the Pledged Collateral of an Issuer Control Agreement in respect of such Uncertificated Securities with any Person other than the Bank or its nominee;
- (f) consent to the entering into by any Securities Intermediary for any Security Entitlements included in or relating to the Pledged Collateral of an Account Control Agreement in respect of such Security Entitlements with any Person other than the Bank or its nominee; or
- (g) enter into any agreement with any Securities Intermediary that governs any Securities Account included in or relating to any Pledged Collateral that specifies any such Securities Intermediary's jurisdiction to be a jurisdiction other than the Province of Ontario for the purposes of the STA or that is expressed to be governed by the laws of a jurisdiction other than the Province of Ontario or consent to any amendment to any such agreement that would change such Securities Intermediary's jurisdiction to a jurisdiction other than the Province of Ontario for the purposes of the STA or its governing law to a jurisdiction other than the Province of Ontario.

SECTION 8- INSURANCE

[THIS SECTION INTENTIONALLY LEFT BLANK]

SECTION 9- PERFORMANCE OF OBLIGATIONS

9.1 If the Debtor fails to perform its obligations hereunder, the Bank may, but shall not be obliged to, perform any or all of such obligations without prejudice to any other rights and remedies of the Bank hereunder, and any payments made and any costs, charges, expenses and legal fees and disbursements (on a solicitor and his own client basis) incurred in connection therewith shall be payable by the Debtor to the Bank forthwith with interest until paid at the highest rate borne by any of the Obligations.

SECTION 10 - RESTRICTIONS ON SALE OR DISPOSAL OF COLLATERAL

10.1 Except as otherwise provided herein or in the Loan Agreement, without the prior written consent of the Bank the Debtor will not:

- (a) sell, lease or otherwise dispose of the Collateral;
- (b) release, surrender or abandon possession of the Collateral; or

- (c) move or transfer the Collateral from the jurisdictions in which the Security Interests hereby created have been perfected.

10.2 Provided that no Default has occurred, the Debtor may, at any time without the consent of the Bank, lease, sell, licence, consign or otherwise deal with items of Inventory in the ordinary course of its business and for the purposes of carrying on its business.

SECTION 11 - DEFAULT

11.1 The occurrence of an Event of Default under the Loan Agreement, shall constitute a Default under this Security Agreement.

SECTION 12 - ENFORCEMENT

12.1 Upon the occurrence and during the continuance of a Default, the Bank may, at its election without notice of its election and without demand, declare any or all of the Obligations to become immediately due and payable and the security hereby constituted will immediately become enforceable. To enforce and realize on the Security Interests created by this Security Agreement the Bank may take any action permitted by law or in equity, as it may deem expedient, and in particular and without limiting the generality of the foregoing, the Bank may do any of the following:

- (a) appoint by instrument of a receiver, receiver and manager or receiver manager (the person so appointed being hereinafter called the "Receiver") with or without bond as the Bank may determine, and from time to time in its absolute discretion remove such Receiver and appoint another in its stead;
- (b) enter the premises where the Collateral is located, to take and maintain possession of the Collateral, or any part of it, and to pay, purchase, contest, or compromise any encumbrance, charge, or Lien which in the Bank's determination appears to be prior or superior to its security interest and to pay all expenses incurred in connection therewith. With respect to any of the Debtor's owned premises, the Debtor hereby grants the Bank a license to enter into possession of such premises and to occupy the same, without charge, in order to exercise any of the Bank's rights or remedies provided herein, at law, in equity, or otherwise;
- (c) preserve, protect and maintain the Collateral and make such replacements thereof and repairs and additions thereto as the Bank may deem advisable;
- (d) sell, lease or otherwise dispose of all or any part of the Collateral, whether by public or private sale or lease or otherwise, in such manner, at such price as can be reasonably obtained therefor and on such terms as to credit and with such conditions of sale and stipulations as to title or conveyance or evidence of title or otherwise as to the Bank may seem reasonable, provided that if any sale, lease or other disposition is on credit the Debtor will not be entitled to be credited with the Proceeds of such sale, lease or other disposition until the monies therefor are actually received; and
- (e) exercise any and all rights under this Agreement, the other Loan Documents or as otherwise permitted by law.

12.2 The Bank is hereby granted a licence or other right, solely pursuant to the provisions of this Section 12, to use without charge the Debtor's labels, patents, copyrights, rights of use of any name, trade secrets, trade names, trademarks, service marks, and advertising matter, or any property of a similar nature, as it pertains to the Collateral, in completing production of, advertising for sale, and selling any Collateral and, in connection with the Bank's

exercise of its rights under this Section 12, the Debtor's rights under all licences and all franchise agreements shall enure to the Bank's benefit.

12.3 A Receiver appointed pursuant to this Security Agreement shall be the agent of the Debtor and not of the Bank and, to the extent permitted by law or to such lesser extent permitted by its appointment, shall have all the powers of the Bank hereunder, and in addition shall have power to carry on the business of the Debtor and for such purpose from time to time to borrow Money either secured or unsecured, and if secured by a security interest on any Collateral, such security interest may rank before or *pari passu* with or behind any of the Security Interests created by this Security Agreement, and if it does not so specify such security interest shall rank in priority to the Security Interests created by this Security Agreement.

12.4 Subject to the claims, if any, of the creditors of the Debtor ranking in priority to this Security Agreement, all amounts realized from the disposition of Collateral pursuant to this Security Agreement will be applied as the Bank, in its absolute discretion, may direct as follows:

- (a) in payment of all costs, charges and expenses (including legal fees and disbursements on a solicitor and his own client basis) incurred by the Bank in connection with or incidental to:
 - (i) the exercise by the Bank of all or any of the powers granted to it pursuant to this Security Agreement; and
 - (ii) the appointment of the Receiver and the exercise by the Receiver of all or any of the powers granted to it pursuant to this Security Agreement, including the Receiver's reasonable remuneration and all outgoings properly payable to the Receiver;
- (b) in or toward payment to the Bank of all principal and other monies (except interest) due in respect of the Obligations; and
- (c) in or toward payment to the Bank of all interest remaining unpaid in respect of the Obligations.

Subject to applicable law and the claims, if any, of other creditors of the Debtor, any surplus will be paid to the Debtor.

SECTION 13 - DEFICIENCY

If the amounts realized from the disposition of the Collateral are not sufficient to pay the Obligations in full, the Debtor will immediately pay to the Bank the amount of such deficiency.

SECTION 14 - LIABILITY OF BANK

14.1 The Bank shall not be responsible or liable for any debts contracted by it, for damages to persons or property or for salaries or non fulfillment of contracts during any period when the Bank shall manage the Collateral upon entry, as herein provided, nor shall the Bank be liable to account as a mortgagee in possession or for anything except actual receipts or be liable for any loss on realization or for any default or omission for which a mortgagee in possession may be liable. The Bank shall not be bound to do, observe or perform or to see to the observance or performance by the Debtor of any obligations or covenants imposed upon the Debtor nor shall the Bank, in the case of Securities, Instruments or Chattel Paper, be obliged to preserve rights against other persons, nor shall the Bank be obliged to keep any of the Collateral identifiable. The Bank has no obligation to clean up or otherwise prepare the Collateral for sale. All risk of loss, damage or destruction of the Collateral shall be borne by the Debtor. The Debtor hereby waives any applicable provision of law permitted to be waived by it which imposes higher or greater obligations upon the Bank than aforesaid.

SECTION 15 - APPOINTMENT OF ATTORNEY

15.1 The Debtor hereby irrevocably appoints the Bank or the Receiver, as the case may be, with full power of substitution, to be the attorney of the Debtor for and in the name of the Debtor to sign, endorse or execute under seal or otherwise any deeds, documents, transfers, cheques, Instruments, demands, assignments, assurances or consents that the Debtor is obliged to sign, endorse or execute and generally to use the name of the Debtor and to do all things as may be necessary or incidental to the exercise of all or any of the powers conferred on the Bank or the Receiver, as the case may be, pursuant to this Security Agreement, such power not to be exercised unless an Event of Default has occurred and is continuing.

SECTION 16 - ACCOUNTS

16.1 Notwithstanding any other provision of this Security Agreement, the Bank may collect, realize, sell or otherwise deal with the Accounts or any part thereof in such manner, upon such terms and conditions and at such time or times, whether before or after the occurrence of a Default, as may seem to it advisable, and without notice to the Debtor, except in the case of disposition after the occurrence of a Default and then subject to the provisions of the Act. All monies or other forms of payment received by the Debtor in payment of any Account will be received and held by the Debtor in trust for the Bank. At any time after the occurrence and during the continuance of a Default, the Bank may notify any account debtor or other Person owing funds to the Debtor of the Bank's security interest in such funds and verify the amount of such Account. The Debtor shall collect all amounts owing to the Debtor for the Bank, receive in trust all payments as Banks' trustee, and immediately deliver such payments to the Bank in their original form as received from the account debtor, with proper endorsements for deposit.

SECTION 17 - APPROPRIATION OF PAYMENTS

17.1 Subject to the Loan Agreement, any and all payments made in respect of the Obligations from time to time and monies realized from any security interests held therefor (including monies collected in accordance with or realized on any enforcement of this Security Agreement) may be applied to such part or parts of the Obligations as the Bank may see fit, and the Bank may at all times and from time to time change any appropriation as the Bank may see fit.

SECTION 18 - INTENTIONALLY DELETED**SECTION 19 - LIABILITY TO ADVANCE**

19.1 Except to the extent that the Bank:

- (a) by accepting bills of exchange drawn on it by the Debtor; or
- (b) by issuing letters of credit or letters of guarantee on the application of the Debtor;

is required to advance monies on the maturity of such bills or pursuant to such letters of credit or letters of guarantee, as the case may be, none of the preparation, execution, perfection and registration of this Security Agreement or the advance of any monies shall bind the Bank to make any advance or loan or further advance or loan, or renew any note or extend any time for payment of any indebtedness or liability of the Debtor to the Bank.

SECTION 20 - WAIVER

20.1 The Bank may from time to time and at any time waive in whole or in part any right, benefit or default under any clause of this Security Agreement but any such waiver of any right, benefit or default on any occasion

shall be deemed not to be a waiver of any such right, benefit or default thereafter, or of any other right, benefit or default, as the case may be. No waiver shall be effective unless it is in writing.

SECTION 21 - NOTICE

21.1 Notice may be given to either party by personal delivery or facsimile transmission to the party for whom it is intended, at the principal address of such party provided in the Loan Agreement or at such other address as may be given in writing by such party to the other, and any notice shall be deemed to have been given on delivery or confirmation of transmission if received by 3:00 p.m. local time on a business day or on the next business day if received after that time.

SECTION 22 - EXTENSIONS

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

SECTION 23 - NO MERGER

23.1 This Security Agreement shall not operate so as to create any merger or discharge of any of the Obligations, or of any assignment, transfer, guarantee, lien, contract, promissory note, bill of exchange or security interest of any form held or which may hereafter be held by the Bank from the Debtor or from any other person whomsoever. The taking of a judgment with respect to any of the Obligations will not operate as a merger of any of the covenants contained in this Security Agreement.

SECTION 24 - RIGHTS CUMULATIVE

24.1 All rights and remedies of the Bank set out in this Security Agreement, and in any other security agreement held by the Bank from the Debtor or any other person whomsoever to secure payment and performance of the Obligations, are cumulative and no right or remedy contained herein or therein is intended to be exclusive but each is in addition to every other right or remedy contained herein or therein or in any future security agreement, or now or hereafter existing at law, in equity or by statute, or pursuant to any other agreement between the Debtor and the Bank that may be in effect from time to time.

SECTION 25 - ASSIGNMENT

25.1 The Bank may, without further notice to the Debtor, at any time assign, transfer or grant a security interest in this Security Agreement and the Security Interests created hereby. The Debtor expressly agrees that the assignee, transferee or secured party, as the case may be, shall have all of the Bank's rights and remedies under this Security Agreement and the Debtor will not assert any defense, counterclaim, right of set off or otherwise any claim which it now has or hereafter acquires against the Bank in any action commenced by such assignee, transferee or secured party, as the case may be, and will pay the Obligations to the assignee, transferee or secured party, as the case may be, as the Obligations become due.

SECTION 26 - SATISFACTION AND DISCHARGE

26.1 Any partial payment or satisfaction of the Obligations, or any ceasing by the Debtor to be indebted to the Bank shall be deemed not to be a redemption or discharge of this Security Agreement. The Debtor shall be entitled

to a release and discharge of this Security Agreement and the Security Interests upon full payment and satisfaction of all Obligations, and upon written request by the Debtor and payment to the Bank of a commercially reasonable discharge fee to be fixed by the Bank and payment of all costs, charges, expenses and legal fees and disbursements (on a solicitor and his own client basis) incurred by the Bank in connection with the Obligations and such release and discharge.

SECTION 27 - ENUREMENT

27.1 This Security Agreement shall enure to the benefit of the Bank and its successors and assigns, and shall be binding upon the successors and permitted assigns of the Debtor.

SECTION 28 - INTERPRETATION

28.1 Terms defined in the Act which are not otherwise defined in this Security Agreement are used herein as defined in the Act, including without limitation, "Accessories", "Chattel Paper", "Consumer Goods", "Document of Title", "Goods", "Intangibles", "Instruments", "Investment Property", "Money", "financing statement", "financing change statement" and "Proceeds".

28.2 Terms defined in the STA which are not otherwise defined in this Security Agreement or the PPSA are used herein as defined in the STA, including without limitation, "Certificated Security", "Entitlement Holder", "Financial Asset", "Securities Account", "Securities Intermediary", "Security Entitlement" and "Uncertificated Security".

28.3 Unless otherwise defined herein or the context otherwise requires, capitalized terms used herein which are not otherwise defined shall have the meanings provided in the Loan Agreement, and in this Security Agreement:

"Account" has the meaning assigned in Section 1.1(a)(iii) of this Security Agreement.

"Account Control Agreement" means, with respect to any Securities Accounts or Security Entitlements included in the Collateral, an agreement between the Securities Intermediary in respect of such Security Accounts or Entitlements and another Person pursuant to which such Securities Intermediary agrees to comply with any Entitlement Orders with respect to such Security Accounts or Security Entitlements that are originated by such Person, without the further consent of the Debtor.

"Collateral" has the meaning set out in Section 1.3 of this Security Agreement and any reference to Collateral shall, unless the context otherwise requires, be deemed to be a reference to Collateral as a whole or any part thereof.

"Contracts" means all contractual, allied ancillary and subsidiary rights, rights in Intangibles and all properties and things of value pertaining to the Collateral other than Intellectual Property including, without limitation, all rights and benefits arising in favour of the Debtor under contracts to which it is a party or pursuant to which it receives a benefit.

"Control" means, with respect to a specified form of Investment Property, "control" as defined in sections 23 through 26 of the STA as applicable to such form of Investment Property.

"Copyrights" means all copyrights, domestic and foreign (whether registered or unregistered), now owned or existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the Canadian Copyright Office or United States Copyright office or in any similar office in any other country, and all reissues, extensions or renewals thereof.

"Default" has the meaning assigned in Section 11.1 of this Security Agreement.

"Equipment" has the meaning assigned in Section 1.1(a)(i) of this Security Agreement.

"Grantor Licences" means all agreements pursuant to which the Debtor has granted rights or an option to acquire rights to use any Intellectual Property.

"Industrial Design" means:

- (i) all industrial designs and applications for industrial designs throughout the world, including all industrial design applications in preparation for filing anywhere in the world;
- (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and re-examinations of any of the items described in clause (i);
- (iii) all industrial design licences and other agreements providing the Debtor with the right to use any of the items of the type referred to in clauses (i) and (ii);
- (iv) the right to sue third parties for past, present or future infringements of any industrial design or industrial design application, and for breach or enforcement of any industrial design licence; and
- (v) all Proceeds of, and rights associated with, the foregoing (including licence royalties and Proceeds of infringement suits), and all rights corresponding thereto throughout the world.

"Insolvency Proceeding" means any proceeding commenced by or against any Person or entity under any provision of the *Bankruptcy and Insolvency Act* (Canada) or the *Companies' Creditors Arrangement Act* (Canada), each as amended, or under any other bankruptcy or insolvency law of any jurisdiction, including assignments for the benefit of creditors, formal or informal moratoria, compositions, extension generally with its creditors, or proceedings seeking reorganization, arrangement, or other relief.

"Intellectual Property" means all Copyrights, Patents, Industrial Designs, Trademarks and any other intellectual or industrial property now owned or licensed or hereafter owned, acquired or licensed by the Debtor, including the intellectual property described in Schedule B, and including trade secrets, Software and Software Documentation, whether owned or licensed, and all benefits, options and rights to use any of the foregoing, including all License Agreements, Securities, Instruments and, when the context permits, all registrations and applications that have been made or shall be made or filed in any office in any jurisdiction in respect of the foregoing, and all reissues, extensions and renewals thereof.

"Inventory" has the meaning assigned in Section 1.1(a)(ii) of this Security Agreement.

"Issuer Control Agreement" means with respect to any Uncertificated Securities included in the Collateral, an agreement between the issuer of such Uncertificated Securities and another Person whereby such issuer agrees to comply with instructions that are originated by such Person in respect of such Uncertificated Securities, without the further consent of the Debtor.

"Licence Agreements" means User Licences or Grantor Licences, or both, as the context requires.

"Lien" means any mortgage, lien, deed of trust, charge, pledge, security interest, hypothec, or other encumbrance.

"Loan Agreement" means the loan agreement made as of the date hereof between the Bank, the Debtor, as borrower, Arxx Corporation, Arxx Building Products U.S.A. Inc., 924843 Ontario Inc, Hilltribe Homes Inc., ECB Holdings, LLC, APS Holdings, LLC, UniSAS Holdings, LLC and Eco-Block International, LLC, as guarantors and loan parties, as amended, varied, supplemented, restated, renewed or replaced from time to time.

"Loan Documents" has the meaning assigned in the Loan Agreement.

"Object Code" means fully compiled or assembled Software in binary form which may be used directly by information processing equipment to process information.

"Obligations" means all present and future indebtedness, liabilities and obligations of the Debtor of any and every kind, nature or description whatsoever (whether direct or indirect, joint or several or joint and several, absolute or contingent, matured or unmatured, in any currency, whether as principal debtor, guarantor, surety or otherwise, including without limitation any interest that accrues thereon but for the commencement of any case, proceeding or other action, whether voluntary or involuntary, relating to the bankruptcy, insolvency or reorganization of the Debtor, whether or not allowed or allowable as a claim in any such case, proceeding or action) to the Bank under, in connection with, relating to or with respect to any of the Loan Documents, and any unpaid balance thereof.

"Patents" means all patents, patent applications and intellectual or industrial property underlying such patents or patent applications, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations in part of the same.

"Permitted Liens" has the meaning assigned to such term in the Loan Agreement.

"Person" means any individual, sole proprietorship, partnership, limited liability company, joint venture, trust, unincorporated organization, association, corporation, institution, public benefit corporation, firm, joint stock company, estate or governmental agency.

"Pledged Collateral" means all Instruments and all Securities and other Investment Property of the Debtor and held by the Debtor or credited to a Securities Account maintained by or for the benefit of the Debtor or the Bank, whether or not delivered to or subject to the Control of the Bank pursuant to this Security Agreement.

"Real Property" has the meaning assigned in Section 1.1(b) of this Security Agreement.

"Receiver" has the meaning assigned in Section 12.1(a) of this Security Agreement.

"Restricted Assets" has the meaning assigned in Section 1.4 of this Security Agreement.

"STA" means the *Securities Transfer Act, 2006* (Ontario)

"Securities" means:

- (a) "securities" as defined in the STA, or if no STA is in force in the applicable jurisdiction, the PPSA of such jurisdiction; and
- (b) any Security Entitlements to any Securities.

"Security Agreement" means this agreement, including the Schedules hereto, as amended, varied, supplemented, restated, renewed or replaced from time to time.

"Security Interests" has the meaning assigned in Section 1.3 of this Security Agreement.

"Software" means all computer programs, firmware and databases and portions of each of the foregoing in whatever form and on whatever medium expressed, fixed, embodied or stored from time to time, whether physical, magnetic, electronic, optical or otherwise and the Copyright, Patents and trade secrets therein including, without limitation, Object Code and Source Code versions of each such program and firmware and portion thereof and all corrections, updates, enhancements, translations, modifications, adaptations and new versions thereof together with both the media upon or in which such programs, firmware, databases and portions thereof are expressed, fixed, embodied or stored (such as disks, diskettes, tapes and semiconductor chips) and all flow charts, manuals, instructions, documentation and other material relating thereto.

"Software Documentation" means all documentation and other materials in any way related to Software including, without limitation, copies of the Source Code or Object Code, drawings, flowcharts, user's manuals, reference manuals and all functional descriptions and specifications of or relating to the Software regardless of the medium in or on which such information is stored including, without limitation, all such information necessary or desirable for the production, modification, enhancement, testing, marketing and use of the Software.

"Source Code" means Software created or stored in a computer programming or instructional language, including without limitation, computer programming or instructional language commonly used for the creation or storage of Software such as, without limitation, Pascal, Fortran, Basic and C.

"Special Equity Interest" means an interest in a partnership or a limited liability company.

"the Act" means the *Personal Property Security Act* (Ontario) and all regulations thereunder, as amended from time to time.

"Trademarks" means all trademarks and trade names, registered and unregistered, including, without limitation:

- (b) all designs, logos, indicia, trade names, corporate names, company names, business names, trade styles, service marks, logos and other source or business identifiers;
- (c) all fictitious characters;
- (d) all prints and labels on which any of the foregoing have appeared or appear or shall appear;
- (e) all registrations and applications that have been or shall be made or filed in the Canadian Intellectual Property Office or United States Patent and Trademark Office or any similar office in any other country or political subdivision thereof and all records thereof and all reissues, extensions, or renewals thereof;
- (f) all goodwill associated with or symbolized by any of the foregoing; and
- (g) all common law and other rights in the above.

"User Licences" means all agreements pursuant to which the Debtor has obtained rights or an option to acquire rights to use any Intellectual Property.

28.4 Words and expressions used herein that have been defined in the Act shall be interpreted in accordance with their respective meanings given in the Act unless otherwise defined herein or unless the context otherwise requires.

28.5 The invalidity or unenforceability of the whole or any part of any clause of this Security Agreement shall not affect the validity or enforceability of any other clause or the remainder of such clause.

28.6 The headings of the clauses of this Security Agreement have been inserted for reference only and do not define, limit, alter or enlarge the meaning of any provision of this Security Agreement.

28.7 This Security Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein, provided however that Section 1.2, as well as the enforcement of and the recourses related to the hypothec created therein, shall be governed by and construed in accordance with the laws of the Province of Quebec and the laws of Canada applicable therein.

SECTION 29 - COPY OF AGREEMENT AND FINANCING STATEMENT

29.1 The Debtor hereby:

- (a) acknowledges receiving a copy of this Security Agreement; and
- (b) waives all rights to receive from the Bank a copy of any financing statement or financing change statement filed, or any verification statement received, at any time in respect of this Security Agreement.

[Remainder of Page Intentionally Left Blank]

EXECUTION COPY

IN WITNESS WHEREOF the Debtor has executed this Security Agreement as of the date first written above.

ARXX BUILDING PRODUCTS INC.

By: *Mourant*
Name: P. Gael Mourant
Title: Chief Executive Officer

EXECUTION COPY

Schedule A

1. **Locations of Debtor's Chief Executive Office, Corporate Office, Domicile (i.e. Head Office), Principal Place of Business and Business Operations**
800 Division Street, Cobourg, ON K9A 5V2

2. **Locations of Books and Records relating to Collateral and Account Debtors (if different from 1 above)**
Nil.

3. **All Warehouses and Premises Where Collateral is Stored or Located (if different from 1 above)**
Suite 900 Level 9, Markham Liberty Square, Markham, Ontario, Canada
4460 54th Avenue SE, Calgary, Alberta T2C 2B9, Canada
5405-44 Street S.E. Calgary, Alberta T2C 2T6, Canada
2909 Plymouth Drive, Oakville, Ontario L6H 6G7, Canada
12112-67 Street NW, Edmonton, Alberta T5B 1M2
150, 5th Boulevard, Terrasse-Vaudreuil, Quebec, Canada

Schedule B

INTELLECTUAL PROPERTY

CANADIAN PATENTS

Patent	Application/ Registration No.
BUILDING COMPONENT FOR CONCRETE FORM WALLS INCORPORATING A SUPPORTING SHELF	2389313
BRIDGING MEMBER FOR CONCRETE FORM WALLS	2704828
BRIDGING MEMBER FOR CONCRETE FORM WALLS	2367016
ONE-SIDED INSULATED FORMWORK	2631947
TEMPORARY BRACING SYSTEM FOR INSULATED WALL FORM AND METHOD	2360710
BUCK FOR USE WITH INSULATED CONCRETE FORMS	2244537
WEB MEMBER FOR CONCRETE FORM WALLS	2193630
CONCRETE FORM WALLS	2159318
ONE-SIDED INSULATED FORMWORK	2256261

US PATENTS

Application Number	Patent Number	Title
08/041,412	5,390,459	Concrete Form Walls
08/262,505	5,657,600	Web Member for Concrete Form Walls
09/374,598		Web Member for Concrete Form Walls

EXECUTION COPY

08/772,090	5,809,727	Web Member for Concrete Form Walls
09/127,792	6,530,185	Buck for Use with Insulated Concrete Forms
09/213,176	6,250,024	Temporary Bracing for Insulated Concrete Form Walls and Method
09/218,616	6,314,694	One-Sided Insulated Formwork
09/884,668	7,114,296	Temporary Bracing System for Insulated Wall Form and Method
10/266,636	7,032,357	Bridging Member for Concrete Form Walls
11/295465	7,284,351	Bridging Member for Concrete Form Walls
11/856,593	7,654,052	Bridging Member for Concrete Form Walls

CANADIAN TRADEMARKS

Trade-mark	Application/ Registration No.
ARXX	TMA568314
A GRADE ABOVE	TMA496055
ARXX Design	TMA767424
ARXX & DESIGN	TMA568219
THE MAXX	TMA520491
AAB	TMA446731

US TRADEMARKS

Registration/Application Number	Trade-mark
2,583,429	ARXX
2,583,430	ARXX
2,650,175	ARXX
2,568,368	arxx

EXECUTION COPY

2,572,135	arxx
2,650,267	arxx
2,330,065	THE MAXX
3,819,067	ARXX

INTERNATIONAL TRADE-MARKS

Registration/Application Number	Trade-mark
247112	ARXX
247111	arxx
2108827	ARXX
2108843	arxx
227915	ARXX
225810	arxx

US COPYRIGHTS

Reg. No.	Claimant	Title
TX0004751225	AAB Building Systems, Inc.	Blue Maxx--stronger, safer, superior : a product of AAB Building Systems, Inc.

Schedule C

PLEDGED COLLATERAL

Issuer	Certificate Number	Type and Number of Shares
AAB Building System Inc. (predecessor to ARXX Building Products U.S.A. Inc.)	1	100 Common Shares
924843 Ontario Inc.	21	100 Common Shares
Hilltribe Homes Inc.	A-2	160,000 Class A Common Shares
Hilltribe Homes Inc.	A-4	440,000 Class A Common Shares
Hilltribe Homes Inc.	B-1	298,000 Class B Common Shares

TAB K

This is Exhibit "K" referred to in the affidavit of Michael Moore made before me on this _____ day of December, 2013

SEE ATTACHED

A commissioner for taking affidavits
for

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SANTA CLARA

On DEC. 9, 2013
Date

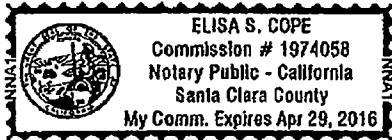
before me,

ELISA S. COPE, NOTARY PUBLIC
Here Insert Name and Title of the Officer

personally appeared

MICHAEL MOORE
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature Elisa S. Cope
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

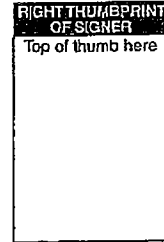
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

SECURITY AGREEMENT
AND INTEREST PLEDGE AGREEMENT

This Security Agreement and Interest Pledge Agreement (this "Agreement") is made and entered into as of September 24, 2010, among Arxx Corporation, a Delaware corporation ("Parent"), Arxx Building Products U.S.A. Inc., a Delaware corporation ("Building"), ECB Holdings, LLC, a Delaware limited liability company ("ECB"), APS Holdings, LLC, a Delaware limited liability company ("APS"), UniSAS Holdings, LLC, a Delaware limited liability company ("UniSAS") and ECO-Block International, LLC, a Georgia limited liability company ("ECO", and together with Parent, Building, ECB, APS and UniSAS, each a "Grantor" and collectively, the "Grantors"), and Comerica Bank, a Texas banking association and authorized foreign bank under the Bank Act (Canada) (the "Bank").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations (the "Financial Accommodations") to Arxx Building Products Inc., a company existing under the Business Corporation Act (Ontario) ("Borrower") in the amounts and manner set forth in that certain Loan Agreement, dated as of even date herewith among Borrower, Bank, Grantors and other loan parties party thereto (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement").

B. Bank is willing to make the Financial Accommodations to Borrower, but only upon the condition, among others, that each Grantor grants to Bank a security interest in all of its right title, and interest in, to and under all of the Collateral (defined below) whether presently existing or hereafter acquired.

C. Each Grantor is financially interested in the affairs of Borrower, and deems it advisable, desirable, and in the best interests of Grantors to enter into this Agreement.

NOW, THEREFORE, Grantors and the Bank agree as follows:

1. **Definitions:** All terms used without definition in this Agreement shall have the meaning assigned to them in the Loan Agreement. All terms used without definition in this Agreement or in the Loan Agreement shall have the meaning assigned to them in the Code. As used in this Agreement:

1.1 "Code" means the California Uniform Commercial Code, as amended or supplemented from time to time.

1.2 "Collateral" means all of the property described in Exhibit A attached hereto.

1.3 "Collateral Locations" means each location where any Collateral is now or hereafter located, including, without limitation, those Collateral Locations listed on Schedule 1.3 attached hereto.

1.4 "Event of Default" shall have the meaning ascribed thereto in Section 5 of this Agreement.

1.5 "Insolvency Proceeding" means any proceeding commenced by or against any Person or entity under any provision of the United States Bankruptcy Code, as amended, or under any other bankruptcy or insolvency law, including assignments for the benefit of creditors, formal or informal moratoria, compositions, extension generally with its creditors, or proceedings seeking reorganization, arrangement, or other relief.

1.6 "Issuer" shall have the meaning given such term in Exhibit A attached hereto.

1.7 "Obligations" shall have the meaning given such term in the Loan Agreement.

1.8 "Material Adverse Effect" shall have the meaning given such term in the Loan Agreement.

1.9 "Permitted Liens" shall have the meaning given such term in the Loan Agreement.

1.10 "Person" means any individual, sole proprietorship, partnership, limited liability company, joint venture, trust, unincorporated organization, association, corporation, institution, public benefit corporation, firm, joint stock company, estate, entity or governmental agency.

1.11 "Pledged Interests" shall have the meaning given such term in Exhibit A attached hereto.

1.12 "Securities Laws" means the Securities Act of 1933, as amended, and applicable state securities laws, or any similar statute hereafter adopted with similar purpose or effect.

2. Grant of Security Interest. To secure all of the Obligations, each Grantor grants to the Bank a security interest in the Collateral.

3. Grantor's Representations and Warranties. Each Grantor represents and warrants, with respect to itself and the Collateral pledged by it, as follows:

3.1 Authorization. It has authority and has obtained all approvals and consents necessary to enter into this Agreement, and such Grantor's execution, delivery and performance of this Agreement will not violate or conflict with the terms of such Grantor's Certificate of Incorporation, Bylaws, Articles of Organization, Operating Agreement, or other charter document, as applicable, or any law, agreement, or other instrument or writing to which such Grantor is party or by which is it bound.

3.2 Title. The Collateral is owned by such Grantor and is free of all liens, encumbrances and other security interests, except for (a) liens, encumbrances and other security interests in favor of Bank, (b) Permitted Liens and (c) restrictions on transfer imposed by the Securities Laws.

3.3 Solvency, Payment of Debts. Such Grantor is solvent and able to pay its debts (including trade debts) as they mature.

3.4 Pledged Interests. Each of Parent and ECB further represents, warrants, and covenants, with respect to itself and the Collateral pledged by it, that:

(a) Such Grantor has taken all steps it deems necessary or appropriate to be informed on a continuing basis of changes or potential changes affecting the Pledged Interests (including rights of conversion and exchange, rights to subscribe, payment of dividends, reorganizations or recapitalization, tender offers and voting rights), and such Grantor agrees that Bank shall have no responsibility or liability for informing such Grantor of any such changes or potential changes or for taking any action or omitting to take any action with respect thereto;

(b) Schedule 3.4(a) (with respect to Parent) and Schedule 3.4(b) (with respect to ECB) to this Agreement is true and correct and complete in all material respects; without limiting the generality of the foregoing: (i) the Pledged Interests are not represented by security certificates, (ii) all the Pledged Interests, except to the extent registered in the name of Bank or its nominee pursuant to the provisions of this Agreement, are registered on the books of the applicable Issuer in the name of such Grantor; and (iii) the Pledged Interests of Issuer constitute at least the percentage of all membership interests of such Issuer as set forth in Schedule 3.4(a) (with respect to Parent) and Schedule 3.4(b) (with respect to ECB) to this Agreement;

(c) There are no presently existing Future Rights or Proceeds owned by such Grantor, except as set forth in Schedule 3.4(c) hereto;

(d) The Pledged Interests have been duly authorized and validly issued, constitute all the issued and outstanding membership interests of ECB, APS, UniSAS and ECO, as applicable, are freely and validly assignable by the applicable Grantor, and are not subject to any option, warrant right to call or commitment of any kind or nature; and

(e) Neither the pledge of the Pledged Interests pursuant to this Agreement nor the extensions of credit represented by the Obligations violates Regulation T, U or X of the Board of Governors of the Federal Reserve System.

3.5 Further Representations. Each Grantor further represents, warrants, and covenants that (a) such Grantor is not in default under any agreement under which it owes any money, or any agreement, the violation or termination of which would reasonably be expected to have a Material Adverse Effect; (b) the information provided to Bank by such Grantor on or prior to the date of this Agreement is true and correct in all material respects; (c) all financial statements and other information provided to Bank fairly present such Grantor's financial condition, and there has not been a change in the financial condition of such Grantor since the date of the most recent of the financial statements submitted to Bank which would reasonably be expected to have a Material Adverse Effect; (d) such Grantor is in material compliance with all laws and orders applicable to it; (e) such Grantor is not party to any litigation, an adverse determination of which could result in damages in excess of \$100,000, and is not the subject of any government investigation, and such Grantor has no knowledge of any pending litigation or investigation or the existence of circumstances that reasonably could be expected to give rise to such litigation or investigation; (f) such Grantor's principal place of business is located at the address specified in Section 12; and (g) no representation or other statement made by such Grantor to Bank contains any statement of a material fact that was untrue at the time made, or omits to state a material fact necessary to make any statements made to Bank not misleading at the time made.

4. Covenants.

4.1 Encumbrances. No Grantor shall (a) grant a security interest in any of the Collateral other than security interests in favor of Bank and security interests granted in connection with Permitted Liens, or (b) authorize the preparation and/or filing of any financing statements covering any of the Collateral in favor of any Person other than Bank or pursuant to such Permitted Lien.

4.2 Use of Collateral. The Collateral will not be used for any unlawful purpose or in any way that will void any insurance required to be carried in connection therewith. Each Grantor will keep the Collateral pledged by it free and clear of liens (other than Permitted Liens) and adverse claims and, as appropriate and applicable, will keep it in good condition and repair, and will clean, shelter, and otherwise care for the Collateral pledged by it in all such ways as are considered good practice by owners of like property.

4.3 Indemnification. Each Grantor shall indemnify Bank against all losses, claims, demands and liabilities of any kind caused by the Collateral pledged by it, except to the extent that such losses, claims, demands and liabilities are caused by Bank's gross negligence or willful misconduct.

4.4 Perfection of Security Interest. Each Grantor shall execute and deliver such documents as Bank reasonably deems necessary to create, perfect and continue the first priority security interest in the Collateral pledged by it.

4.5 Insurance of Collateral. Each Grantor shall, at its expense, keep the Collateral pledged by it insured as set forth in Section 6.5 of the Loan Agreement.

4.6 Inventory and Equipment.

(a) No Grantor shall store its Inventory or the Equipment with a bailee, warehouseman, or other third party unless the third party has been notified of Bank's security interest and Bank (i) has received an acknowledgment from the third party that it is holding or will hold the Inventory or Equipment for Bank's benefit or (ii) is in pledge possession of the warehouse receipt, where negotiable, covering such Inventory or Equipment. No Grantor shall store or maintain any Equipment or Inventory at a location other than the Collateral Locations listed on Schedule I.3.

(b) Each Grantor shall maintain the Collateral in good and saleable condition, repair it (if necessary) and otherwise deal with the Collateral in all such ways as are considered good practice by owners of like

property, use it lawfully and only as permitted by insurance policies, and permit Bank to inspect the Collateral at any reasonable time.

(c) No Grantor shall sell, contract to sell, lease, encumber or transfer the Collateral (other than the disposition of Inventory in the ordinary course of such Grantor's business and other assets which are obsolete or otherwise considered surplus) until the Obligations have been paid or performed in full. Each Grantor acknowledges and agrees that Bank has a security interest in the proceeds of such Collateral.

4.7 Accounts, Chattel Paper and General Intangibles. As to Collateral which are Accounts, Chattel Paper, General Intangibles and Proceeds, each Grantor warrants, represents and agrees, with respect to such Collateral pledged by it:

(a) All such Collateral is genuine and enforceable in accordance with its terms and conditions precedent (except as disclosed to and accepted by Bank in writing). Grantor will supply Bank with duplicate invoices or other evidence of such Grantor's rights on Bank's request.

(b) All Persons appearing to be obligated on such Collateral have, to such Grantor's best knowledge, authority and capacity to contract.

(c) All Chattel Paper is in compliance with applicable law as to form, content and manner of preparation and execution and has been properly registered, recorded, and/or filed to protect such Grantor's interest thereunder. Each Grantor will mark conspicuously all Chattel Paper with a legend, in form and substance satisfactory to Bank, indicating that such Chattel Paper is subject to the security interests of Bank and will, upon Bank's request after the occurrence of an Event of Default, deliver possession thereof to Bank.

(d) Each Grantor agrees that following the occurrence and during the continuance of an Event of Default, such Grantor shall not compromise, settle or adjust any Account or renew or extend the time of payment thereof without Bank's prior written consent.

(e) Until Bank exercises its rights to collect the Accounts pursuant hereto, each Grantor will collect with diligence all such Grantor's Accounts. Any collection of Accounts by a Grantor, whether in the form of cash, checks, notes, or other instruments for the payment of money (properly endorsed or assigned where required to enable Bank to collect same), shall be in trust for Bank. If an Event of Default has occurred and is continuing, each Grantor shall keep all of its collections separate and apart from all other funds and property so as to be capable of identification as the property of Bank and deliver said collections daily to Bank in the identical form received. The proceeds of such collections when received by Bank may be applied by Bank directly to the payment of the Obligations. Any credit given by Bank upon receipt of said proceeds shall be conditional credit subject to collection. Returned items at Bank's option may be charged to such Grantor. All collections of the Accounts shall be set forth on an itemized schedule, showing the name of the account debtor, the amount of each payment and such other information as Bank may request.

(f) Until Bank exercises its rights to collect the Accounts pursuant hereto, each Grantor may continue its present policies with respect to returned merchandise and adjustments. However, each Grantor agrees that it shall immediately notify Bank of all cases involving repossessions, and material loss or damage of or to merchandise represented by the Accounts.

4.8 Pledged Interests.

(a) All certificates or instruments, if any, representing or evidencing the Pledged Interests, and any additional Pledged Interests pledged to Bank shall be promptly delivered by the applicable Grantor to Bank or Bank's designee pursuant hereto at a location designated by Bank and shall be held by or on behalf of Bank pursuant hereto, and shall be in suitable form for transfer by delivery, or shall be accompanied by duly executed instruments of transfer or assignment in blank, all in form and substance satisfactory to Bank, and, the case of additional Pledged Interests pledged to Bank, shall be accompanied by an addendum to Schedule 3.4(a) or Schedule

3.4(b), as applicable, identifying the Pledged Interests comprising any such additional Collateral and the issuers thereof.

(b) Bank shall have the right at any time to exchange certificates or instruments representing or evidencing Pledged Interests for certificates or instruments of smaller or larger denominations.

(c) If, at any time and from time to time, any Pledged Interests (including any certificate or instrument representing or evidencing any Pledged Interests) is in the possession of a Person other than Bank or the applicable Grantor (each, a "Holder"), then the applicable Grantor shall immediately, at Bank's option, either cause such Pledged Interests to be delivered into Bank's possession, or execute and deliver to such Holder a written notification/instruction, and take all other steps necessary to perfect the security interest of Bank in such Pledged Interests, including obtaining from such Holder a written acknowledgement that such Holder holds such Pledged Interests for Bank, all pursuant to the Code or other applicable law governing the perfection of Bank's security interest in the Pledged Interests in the possession of such Holder. Each such notification/instruction and acknowledgement shall be in form and substance satisfactory to Bank.

(d) Any and all Pledged Interests (including dividends, interest, and other cash distributions) at any time received or held by a Grantor shall be so received or held in trust for Bank, shall be segregated from other funds and property of Grantor and shall be forthwith delivered to Bank in the same form as so received or held, with any necessary endorsements; provided that cash dividends or distributions received by such Grantor, if and to the extent they are not prohibited by this Agreement, may be retained by such Grantor in accordance with Section 4.8(e) below, and used in the ordinary course of Grantor's business.

(e) So long as no Event of Default shall have occurred and be continuing, the applicable Grantor shall be entitled to exercise any and all voting and other consensual rights pertaining to its respective Pledged Interests or any part thereof for any purpose not inconsistent with the terms of the Loan Documents and shall be entitled to receive and retain any cash dividends or distributions paid in respect of the Pledged Interests.

(f) If at any time and from time to time any Pledged Interests consists of an uncertificated security or a security in book entry form, then the applicable Grantor shall immediately cause such Pledged Interests to be registered or entered, as the case may be, in the name of Bank, or otherwise cause Bank's security interest thereon to be perfected in accordance with applicable law.

(g) Upon the occurrence and during the continuance of a Default or Event of Default, all rights of any Grantor to exercise the voting and other consensual rights or receive and retain cash dividends or distributions that it would otherwise be entitled to exercise or receive and retain, as applicable pursuant to Section 4.8(c), shall cease, and all such rights shall thereupon become vested in Bank, who shall thereupon have the sole right to exercise such voting or other consensual rights and to receive and retain such cash dividends and distributions. The applicable Grantor shall execute and deliver (or cause to be executed and delivered) to Bank all such proxies and other instruments as Bank may reasonably request for the purpose of enabling Bank to exercise the voting and other rights which it is entitled to exercise and to receive the dividends and distributions that it is entitled to receive and retain pursuant to the preceding sentence.

4.9 Binding Agreement. Anything herein to the contrary notwithstanding, (a) each Grantor shall remain liable under the contracts and agreements included in the Collateral to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed; (b) the exercise by Bank of any of the rights granted hereunder shall not release a Grantor from any of its duties or obligations under the contracts and agreements included in the Collateral; and (c) Bank shall not have any obligation or liability under the contracts and agreements included in the Collateral by reason of this Agreement, nor shall Bank be obligated to perform any of the obligations or duties of a Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

4.10 Instruments. Each Grantor will deliver and pledge to Bank all Instruments that are part of the Collateral duly endorsed and accompanied by duly executed instruments of transfer or assignment, all in form and substance satisfactory to Bank.

4.11 Records. Each Grantor shall prepare and keep, in accordance with generally accepted accounting principles consistently applied, complete and accurate records regarding the Collateral and, if and when requested by Bank, shall prepare and deliver a complete and accurate schedule of all the Collateral in such detail as Bank may reasonably require.

4.12 Inspection of Grantor's Books. Each Grantor shall permit Bank or its designee at reasonable times and from time to time to inspect such Grantor's books, records and properties and to audit and to make copies of extracts from such books and records.

4.13 Fees and Costs. The Grantors shall pay all expenses, including reasonable attorneys' fees, incurred by Bank in the preservation, realization, enforcement or exercise of any Bank's rights under this Agreement and in the establishment, determination, continuation or defense of the validity or priority of Bank's security interest under this Agreement.

4.14 Accounts. Each Grantor shall comply with Section 6.6 of the Loan Agreement.

4.15 Existence. Each Grantor shall comply with Section 6.1 of the Loan Agreement.

4.16 Negative Covenants. No Grantor shall (a) make any investments in, or loans or advances to, any Person other than in the ordinary course of business as currently conducted or as permitted in Section 7.7 of the Loan Agreement, (b) acquire any assets other than in the ordinary course of business as currently conducted, (c) pay any dividends or make any other distribution or payment on account of or in redemption, retirement or purchase of any capital stock, (d) create, incur, assume, guarantee or be or remain liable with respect to any Indebtedness, or permit any of its Subsidiaries to do so, other than Permitted Indebtedness, or prepay any Indebtedness or take any actions which impose on Borrower an obligation to prepay any Indebtedness, except Indebtedness to Bank, (e) move, dispose of or encumber any portion of its assets, except for (i) dispositions of inventory in the ordinary course of such Grantor's business and (ii) Permitted Liens, (f) merge or consolidate, or permit any of its Subsidiaries to merge or consolidate, with or into any other business organization (other than mergers or consolidations of a Subsidiary into another Subsidiary or into Borrower), or acquire, or permit any of its Subsidiaries to acquire, all or substantially all of the capital stock or property of another Person, (g) create, incur, assume or allow any Lien with respect to any of its property, or assign or otherwise convey any right to receive income, including the sale of any Accounts, or permit any of its Subsidiaries so to do, except for Permitted Liens, or covenant to any other Person that Borrower in the future will refrain from creating, incurring, assuming or allowing any Lien with respect to any of its property, (h) keep Inventory or Equipment at a location other than the Collateral Locations listed on Schedule 1.3; (i) change its name or jurisdiction of incorporation or organization, as applicable, or relocate its chief executive office without 30 days prior written notification to Bank; replace its chief executive officer or chief financial officer without 30 days prior written notification to Bank; engage in any business, or permit any of its Subsidiaries to engage in any business, other than or reasonably related or incidental to the businesses currently engaged in by such Grantor; change its fiscal year end; or have a Change in Control, or (j) or maintain or invest any of its property with a Person other than Bank or permit any of its Subsidiaries to do so unless such Person has entered into an account control agreement with Bank in form and substance reasonably satisfactory to Bank, or suffer or permit any Subsidiary to be a party to, or be bound by, an agreement that restricts such Subsidiary from paying dividends or otherwise distributing property to Grantor.

4.17 Further Assurances. At any time and from time to time, upon the written request of Bank, and at the sole expense of Grantors, each Grantor shall promptly and duly execute and deliver any and all such further instruments and documents and take such further action as Bank may reasonably deem desirable to obtain the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, (a) to secure all consents and approvals necessary or appropriate for the grant of a security interest to Bank in any Collateral held by such Grantor or in which such Grantor has any rights not heretofore assigned, (b) filing any financing or continuation statements under the Code with respect to the security interests granted hereby, (c) transferring Collateral to Bank's possession (if a security interest in such Collateral can be perfected by possession), (d) placing the interest of Bank as lienholder on the certificate of title (or other evidence of ownership) of any vehicle owned by such Grantor or in or with respect to which such Grantor holds a beneficial interest and (e) obtaining, for each Collateral Location not owned by such Grantor, a landlord subordination agreement, collateral access agreement or bailment waiver, executed by the landlord, warehouseman or bailee of such location, as applicable, together with a

copy of the lease, warehouse or bailment agreement for each such location. Each Grantor also hereby authorizes Bank to file any such financing or continuation statement. If any amount payable under or in connection with any of the Collateral is or shall become evidenced by any Instrument, such Instrument, other than checks and notes received in the ordinary course of business, shall be duly endorsed in a manner satisfactory to Bank and delivered to Bank promptly upon Grantor's receipt thereof.

5. Events of Default. The occurrence of any Event of Default under the Loan Agreement, or any Grantor's breach of any term, provision, covenant, warranty or representation under this Agreement or under any other document, instrument or agreement entered into between any Grantor and Bank, as the same may be amended, modified or supplemented from time to time, shall constitute an "Event of Default" under this Agreement.

6. Remedies. Upon the occurrence of an Event of Default, Bank shall have all rights, privileges, powers and remedies provided by law, including, but not limited to, exercise of any or all of the following remedies.

6.1 Bank may declare all Obligations to be immediately due and payable, and thereupon all such amounts shall be and become immediately due and payable to the Bank.

6.2 Bank may dispose of the Collateral in accordance with applicable law.

6.3 Bank may use, operate, consume and sell the Collateral in its possession as appropriate for the purpose of performing any Grantor's obligations with respect thereto to the extent necessary to satisfy the obligations of any Grantor.

6.4 Bank shall have the right, at any time in its discretion and without notice to any Grantor, to transfer to or to register on the books of any Issuer (or of any other Person maintaining records with respect to the Pledged Interests) in the name of Bank or any of its nominees any or all of the Pledged Interests.

6.5 All payments received and amounts realized by Bank shall be promptly applied and distributed by the Bank in the following order of priority:

(a) first, to the payment of all costs and expenses, including reasonable legal expenses and attorneys fees, incurred or made hereunder by Bank, including any such costs and expenses of foreclosure or suit, if any, and of any sale or the exercise of any other remedy under this Section 6, and of all taxes, assessments or liens superior to the lien granted under this Agreement;

(b) second, to the payment to Bank of the amount then owing under the Obligations; and

(c) third, to the applicable Grantor, to the extent permitted under applicable law.

6.6 Each Grantor hereby acknowledges that the sale by Bank of any Pledged Interests pledged by it pursuant to the terms hereof in compliance with the Securities Laws may require strict limitations as to the manner in which Bank or any subsequent transferee of the Pledged Interests may dispose thereof. Each Grantor acknowledges and agrees that in order to protect Bank's interest it may be necessary to sell the Pledged Interests at a price less than the maximum price attainable if a sale were delayed or were made in another manner, such as a public offering under the Securities Laws. No Grantor has any objection to sale in such a manner and agrees that Bank shall have no obligation to obtain the maximum possible price for the Pledged Interests. Without limiting the generality of the foregoing, each Grantor agrees that, upon the occurrence and during the continuation of an Event of Default, Bank may, subject to applicable law, from time to time attempt to sell all or any part of the Pledged Interests by a private placement, restricting the bidders and prospective purchasers to those who will represent and agree that they are purchasing for investment only and not for distribution. In so doing, Bank may solicit offers to buy the Pledged Interests or any part thereof for cash, from a limited number of investors deemed by Bank, in its reasonable judgment, to be institutional investors or other responsible parties who might be interested in purchasing the Pledged Interests. If Bank shall solicit such offers in accordance with the terms hereof and applicable Securities Laws, then the acceptance by Bank of one of the offers shall be deemed to be a commercially reasonable method of disposition of the Pledged Interests.

6.7 If Bank shall determine to exercise its right to sell all or any portion of the Pledged Interests pursuant to this Section, each Grantor agrees that, upon request of Bank, such Grantor will, at its own expense, as applicable, execute and deliver to Bank or other Person, as directed by Bank, or cause the officers and directors of Issuer to execute and deliver, any and all documents and instruments which, in Bank's reasonable judgment, may be necessary or appropriate in order to transfer or to more effectively transfer the Pledged Interests or otherwise enforce Bank's rights hereunder.

7. **Power of Attorney.** Each Grantor hereby appoints Bank, effective upon the occurrence of an Event of Default, its attorney-in-fact to prepare, sign and file or record, for such Grantor in such Grantor's name, any financing statements, applications for registration and like papers and to take any other action deemed by Bank necessary or desirable in order to perfect the security interest of the Bank in the Collateral, to dispose of any Collateral, and to perform any obligations of such Grantor hereunder, at such Grantor's expense, but without obligation to do so.

8. **Remedies Cumulative.** Bank's rights and remedies under this Agreement, the Loan Documents, and all other agreements shall be cumulative. Bank shall have all other rights and remedies not inconsistent herewith as provided under the Code, by law, or in equity. No exercise by Bank of one right or remedy shall be deemed an election, and no waiver by Bank of any Event of Default on Borrower's part shall be deemed a continuing waiver. No delay by Bank shall constitute a waiver, election, or acquiescence by it. No waiver by Bank shall be effective unless made in a written document signed on behalf of Bank and then shall be effective only in the specific instance and for the specific purpose for which it was given.

9. **Amendment of Loan Documents.** Each Grantor authorizes Bank, without notice or demand and without affecting its liability hereunder, from time to time to (a) renew, extend, or (with the approval of Borrower) otherwise change the terms of any Loan Document, or any part thereof; (b) take and hold security for the payment of any Loan Document, and exchange, enforce, waive and release any such security; and (c) apply such security and direct the order or manner of sale thereof as Bank in its sole discretion may determine.

10. **Grantor Waivers.** Each Grantor waives any right to require Bank to (a) proceed against Borrower, any guarantor or any other Person; (b) proceed against or exhaust any security held from Borrower; (c) marshal any assets of Borrower; or (d) pursue any other remedy in Bank's power whatsoever. Bank may, at its election, release, exchange, modify, enforce and otherwise exercise or decline or fail to exercise any right or remedy it may have against Borrower, any guarantor or any security held by Bank, including without limitation the right to foreclose upon any such security by judicial or nonjudicial sale, without affecting or impairing in any way the liability of any Grantor hereunder. No Grantor is relying upon any guaranty which Bank has or may have or assets in which Bank has or may have a lien or security interest for payment of the Obligations. Each Grantor agrees that no security or guarantee now or later held by Bank for the payment of any Obligations, whether from Borrower, any guarantor, or otherwise, and whether in the nature of a security interest, pledge, lien, assignment, setoff, suretyship, guaranty, indemnity, insurance or otherwise, shall affect in any manner the unconditional pledge of any Grantor under this Agreement. Each Grantor waives any defense arising by reason of any disability or other defense of Borrower or by reason of the cessation from any cause whatsoever of the liability of Borrower (other than indefeasible repayment in full of the Obligations). Each Grantor waives any setoff, defense or counterclaim that Borrower may have against Bank. Each Grantor waives any defense arising out of the absence, impairment or loss of any right of reimbursement or subrogation or any other rights against Borrower. Until all Obligations have been satisfied, no Grantor shall have a right of subrogation or reimbursement, contribution or other rights against Borrower, and each Grantor waives any right to enforce any remedy that Bank now has or may hereafter have against Borrower. Each Grantor waives all rights to participate in any security now or hereafter held by Bank. Each Grantor waives all presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, and notices of acceptance of this Agreement and of the existence, creation, or incurring of new or additional indebtedness. Each Grantor assumes the responsibility for being and keeping itself informed of the financial condition of Borrower and of all other circumstances bearing upon the risk of nonpayment of any indebtedness or nonperformance of any obligation of Borrower, warrants to Bank that it will keep so informed, and agrees that absent a request for particular information by a Grantor, Bank shall have no duty to advise any Grantor of information known to Bank regarding such condition or any such circumstances. Until all Obligations have been satisfied, each Grantor waives the benefits of California Civil Code sections 2799, 2809, 2810, 2815, 2819, 2820, 2821, 2822, 2838, 2839, 2845, 2847, 2848, 2849, 2850, 2899 and 3433.

11. **Borrower Insolvency.** If Borrower becomes insolvent or is adjudicated bankrupt or files a petition for reorganization, arrangement, composition or similar relief under any present or future provision of the United States Bankruptcy Code, or if such a petition is filed against Borrower, and in any such proceeding some or all of any indebtedness or obligations under the Loan Documents are terminated or rejected or any obligation of Borrower is modified or abrogated, or if Borrower's obligations are otherwise avoided for insolvency, bankruptcy or any similar reason, each Grantor agrees that such Grantor's liability hereunder shall not thereby be affected or modified and such liability shall continue in full force and effect as if no such action or proceeding had occurred. This Agreement shall continue to be effective or be reinstated, as the case may be, if any payment must be returned by Bank upon the insolvency, bankruptcy or reorganization of Borrower, any Grantor, any other Person, or otherwise, as though such payment had not been made.

12. **Notices.** Unless otherwise provided in this Agreement, all notices or demands by any party relating to this Agreement or any other agreement entered into in connection herewith shall be in writing and (except for financial statements and other informational documents which may be sent by first-class mail, postage prepaid) shall be personally delivered or sent by a recognized overnight delivery service, certified mail, postage prepaid, return receipt requested, or by telefacsimile to Grantors or to Bank, as the case may be, at its addresses set forth below:

If to Grantors:	c/o Atxx Corporation 800 Division Street Cobourg, Ontario K9A 5V2 Fax: (888) 672-1729
If to Bank:	Suite 2210, South Tower Royal Bank Plaza, P.O. Box 61 Toronto, Ontario, Canada M4W 3E2 Attn: Robert C. Rosen Fax: (416) 367-2460

The parties hereto may change the address at which they are to receive notices hereunder, by notice in writing in the foregoing manner given to the other. Failure to deliver a copy of any notice or demand to a Person who is not a party to this Agreement shall not render ineffective any notice or demand otherwise delivered to a party to this Agreement in accordance with this Section.

13. **Choice of Law and Venue; Jury Trial Waiver.**

This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of California, without regard to principles of conflicts of law. Each of the parties hereto hereby submits to the exclusive jurisdiction of the state and Federal courts located in the County of Santa Clara, State of California. THE UNDERSIGNED ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED UNDER CERTAIN CIRCUMSTANCES. TO THE EXTENT PERMITTED BY LAW, EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THE MUTUAL BENEFIT OF ALL PARTIES, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OTHER DOCUMENT, INSTRUMENT OR AGREEMENT BETWEEN THE UNDERSIGNED PARTIES.

14. **Reference Provision.**

14.1 In the event the Jury Trial Waiver set forth above is not enforceable, the parties elect to proceed under this Judicial Reference Provision.

14.2 With the exception of the items specified in Section 14.3, below, any controversy, dispute or claim (each, a "Claim") between the parties arising out of or relating to this Agreement or any other document, instrument or agreement between the undersigned parties (collectively in this Section, the "Comerica Documents"), will be

resolved by a reference proceeding in California in accordance with the provisions of Sections 638 et seq. of the California Code of Civil Procedure ("CCP"), or their successor sections, which shall constitute the exclusive remedy for the resolution of any Claim, including whether the Claim is subject to the reference proceeding. Except as otherwise provided in the Comerica Documents, venue for the reference proceeding will be in the state or federal court in the county or district where the real property involved in the action, if any, is located or in the state or federal court in the county or district where venue is otherwise appropriate under applicable law (the "Court").

14.3 The matters that shall not be subject to a reference are the following: (a) nonjudicial foreclosure of any security interests in real or personal property, (b) exercise of self-help remedies (including, without limitation, set-off), (c) appointment of a receiver and (d) temporary, provisional or ancillary remedies (including, without limitation, writs of attachment, writs of possession, temporary restraining orders or preliminary injunctions). This reference provision does not limit the right of any party to exercise or oppose any of the rights and remedies described in clauses (a) and (b) or to seek or oppose from a court of competent jurisdiction any of the items described in clauses (c) and (d). The exercise of, or opposition to, any of those items does not waive the right of any party to a reference pursuant to this reference provision as provided herein.

14.4 The referee shall be a retired judge or justice selected by mutual written agreement of the parties. If the parties do not agree within ten (10) days of a written request to do so by any party, then, upon request of any party, the referee shall be selected by the Presiding Judge of the Court (or his or her representative). A request for appointment of a referee may be heard on an ex parte or expedited basis, and the parties agree that irreparable harm would result if ex parte relief is not granted. Pursuant to CCP §170.6, each party shall have one preemptory challenge to the referee selected by the Presiding Judge of the Court (or his or her representative).

14.5 The parties agree that time is of the essence in conducting the reference proceedings. Accordingly, the referee shall be requested, subject to change in the time periods specified herein for good cause shown, to (a) set the matter for a status and trial-setting conference within fifteen (15) days after the date of selection of the referee, (b) if practicable, try all issues of law or fact within one hundred twenty (120) days after the date of the conference and (c) report a statement of decision within twenty (20) days after the matter has been submitted for decision.

14.6 The referee will have power to expand or limit the amount and duration of discovery. The referee may set or extend discovery deadlines or cutoffs for good cause, including a party's failure to provide requested discovery for any reason whatsoever. Unless otherwise ordered based upon good cause shown, no party shall be entitled to "priority" in conducting discovery, depositions may be taken by either party upon seven (7) days written notice, and all other discovery shall be responded to within fifteen (15) days after service. All disputes relating to discovery which cannot be resolved by the parties shall be submitted to the referee whose decision shall be final and binding.

14.7 Except as expressly set forth herein, the referee shall determine the manner in which the reference proceeding is conducted including the time and place of hearings, the order of presentation of evidence, and all other questions that arise with respect to the course of the reference proceeding. All proceedings and hearings conducted before the referee, except for trial, shall be conducted without a court reporter, except that when any party so requests, a court reporter will be used at any hearing conducted before the referee, and the referee will be provided a courtesy copy of the transcript. The party making such a request shall have the obligation to arrange for and pay the court reporter. Subject to the referee's power to award costs to the prevailing party, the parties will equally share the cost of the referee and the court reporter at trial.

14.8 The referee shall be required to determine all issues in accordance with existing case law and the statutory laws of the State of California. The rules of evidence applicable to proceedings at law in the State of California will be applicable to the reference proceeding. The referee shall be empowered to enter equitable as well as legal relief, enter equitable orders that will be binding on the parties and rule on any motion which would be authorized in a court proceeding, including without limitation motions for summary judgment or summary adjudication. The referee shall issue a decision at the close of the reference proceeding which disposes of all claims of the parties that are the subject of the reference. Pursuant to CCP §644, such decision shall be entered by the Court as a judgment or an order in the same manner as if the action had been tried by the Court and any such decision will be final, binding and conclusive. The parties reserve the right to appeal from the final judgment or order or from any appealable decision or order entered by the referee. The parties reserve the right to findings of fact, conclusions of

laws, a written statement of decision, and the right to move for a new trial or a different judgment, which new trial, if granted, is also to be a reference proceeding under this provision.

14.9 If the enabling legislation which provides for appointment of a referee is repealed (and no successor statute is enacted), any dispute between the parties that would otherwise be determined by reference procedure will be resolved and determined by arbitration. The arbitration will be conducted by a retired judge or justice, in accordance with the California Arbitration Act §1280 through §1294.2 of the CCP as amended from time to time. The limitations with respect to discovery set forth above shall apply to any such arbitration proceeding.

14.10 THE PARTIES RECOGNIZE AND AGREE THAT ALL CONTROVERSIES, DISPUTES AND CLAIMS RESOLVED UNDER THIS REFERENCE PROVISION WILL BE DECIDED BY A REFEREE AND NOT BY A JURY. AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS OWN CHOICE, EACH PARTY KNOWINGLY AND VOLUNTARILY, AND FOR THE MUTUAL BENEFIT OF ALL PARTIES, AGREES THAT THIS REFERENCE PROVISION WILL APPLY TO ANY CONTROVERSY, DISPUTE OR CLAIM BETWEEN OR AMONG THEM ARISING OUT OF OR IN ANY WAY RELATED TO, THIS AGREEMENT OR THE OTHER COMERICA DOCUMENTS.

15. General Provisions.

15.1 Successors and Assigns. This Agreement shall bind and inure to the benefit of the respective successors and permitted assigns of each of the parties; provided, however, that neither this Agreement nor any rights hereunder may be assigned by any Grantor without Bank's prior written consent, which consent may be granted or withheld in Bank's sole discretion. Bank shall have the right without the consent of or notice to Grantors to sell, transfer, negotiate, or grant participation in all or any part of, or any interest in, Bank's obligations, rights and benefits hereunder.

15.2 Indemnification. Each Grantor shall defend, indemnify and hold harmless Bank and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with such Grantor's failure to comply with the terms of this Agreement; and (b) all losses or Bank Expenses in any way suffered, incurred, or paid by Bank as a result of or in any way arising out of, following, or consequential to such Grantor's failure to comply with the terms of this Agreement (including without limitation reasonable attorneys fees and expenses), except for losses caused by Bank's gross negligence or willful misconduct.

15.3 Time of Essence. Time is of the essence for the performance of all obligations set forth in this Agreement.

15.4 Severability of Provisions. Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

15.5 Amendments in Writing, Integration. This Agreement cannot be amended or terminated orally. All prior agreements, understandings, representations, warranties, and negotiations between the parties hereto with respect to the subject matter of this Agreement, if any, are merged into this Agreement and the Loan Documents.

15.6 Counterparts. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement.

15.7 Survival. All covenants, representations and warranties made in this Agreement shall continue in full force and effect so long as any Obligations remain outstanding, or Bank has any obligation to make Credit Extensions to Borrower. The obligations of Grantors to indemnify Bank with respect to the expenses, damages, losses, costs and liabilities described in this Agreement shall survive until all applicable statute of limitations periods with respect to actions that may be brought against Bank have run.

[signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above,

GRANTORS:

BANK:

ARXX CORPORATION, a Delaware corporation

COMERICA BANK

By: Mourant
Name: P. Gael Mourant
Title: Chief Executive Officer

By: _____
Name: _____
Title: _____

ARXX BUILDING PRODUCTS U.S.A. INC.,
a Delaware corporation

By: Mourant
Name: P. Gael Mourant
Title: Chief Executive Officer

ECB HOLDINGS, LLC,
a Delaware limited liability company

By: Mourant
Name: P. Gael Mourant
Title: Chief Executive Officer

APS HOLDINGS, LLC,
a Delaware limited liability company

By: Mourant
Name: P. Gael Mourant
Title: Chief Executive Officer

UNISAS HOLDINGS, LLC,
a Delaware limited liability company

By: Mourant
Name: P. Gael Mourant
Title: Chief Executive Officer

ECO-BLOCK INTERNATIONAL, LLC,
a Georgia limited liability company

By: Mourant
Name: P. Gael Mourant
Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

GRANTORS:

ARXX CORPORATION, a Delaware corporation

By: _____

Name: _____

Title: _____

ARXX BUILDING PRODUCTS U.S.A. INC.,
a Delaware corporation

By: _____

Name: _____

Title: _____

ECB HOLDINGS, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

APS HOLDINGS, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

UNISAS HOLDINGS, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

ECO-BLOCK INTERNATIONAL, LLC,
a Georgia limited liability company

By: _____

Name: _____

Title: _____

BANK:

COMERICA BANK

By: _____

Name: B. Alkman

Title: VP

DEBTORS: ARXX CORPORATION, A DELAWARE CORPORATION; ARXX BUILDING PRODUCTS U.S.A. INC., A DELAWARE CORPORATION; ECB HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY; APS HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY; UNISAS HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY; AND ECO-BLOCK INTERNATIONAL, LLC, A GEORGIA LIMITED LIABILITY COMPANY

SECURED PARTY: COMERICA BANK

EXHIBIT A

**COLLATERAL DESCRIPTION ATTACHMENT
TO SECURITY AGREEMENT AND STOCK PLEDGE AGREEMENT**

All personal property of Grantor (herein referred to as "Grantor" or "Debtor") whether presently existing or hereafter created or acquired, and wherever located, including, but not limited to:

- (a) all accounts (including health-care-insurance receivables), chattel paper (including tangible and electronic chattel paper), deposit accounts, documents (including negotiable documents), equipment (including all accessions and additions thereto), general intangibles (including payment intangibles and software), goods (including fixtures), instruments (including promissory notes), inventory (including all goods held for sale or lease or to be furnished under a contract of service, and including returns and repossessions), investment property (including securities and securities entitlements), letter of credit rights, money, and all of Debtor's books and records with respect to any of the foregoing, and the computers and equipment containing said books and records;
- (b) all of the membership interests identified on Schedules 3.4(a) and 3.4(b) attached hereto (or any addendum thereto), all membership interests of the Persons identified as Issuers on Schedules 3.4(a) and 3.4(b) attached hereto (each an "Issuer"), and all securities convertible or exchangeable into, and all warrants, options, or other rights to purchase, the membership interests of Issuer; to the extent of each Grantor's interest therein, all shares of, all securities convertible or exchangeable into, and all warrants, options, or other rights to purchase shares of stock of any Person in which a Grantor acquires a direct equity interest, irrespective of whether such Person is or becomes a Subsidiary of Grantor; the certificates or instruments representing such additional shares, convertible or exchangeable securities, warrants, and other rights and all dividends, cash, options, warrants, rights, instruments, and other property or proceeds from time to time received, receivable, or otherwise distributed in respect of or in exchange for any or all of such shares (collectively, the "Pledged Interests");
- (c) all common law and statutory copyrights and copyright registrations and applications for registration, now existing or hereafter arising, in the United States of America or in any foreign jurisdiction, obtained or to be obtained on or in connection with any of the foregoing, or any parts thereof or any underlying or component elements of any of the foregoing, together with the right to copyright and all rights to renew or extend such copyrights and the right (but not the obligation) of Bank (herein referred to as "Bank" or "Secured Party") to sue in its own name and/or in the name of the Debtor for past, present and future infringements of copyright;
- (d) all trademarks, service marks, trade names and service names and the goodwill associated therewith, together with the right to trademark and all rights to renew or extend such trademarks and the right (but not the obligation) of Secured Party to sue in its own name and/or in the name of the Debtor for past, present and future infringements of trademark;
- (e) all (i) patents and patent applications filed in the United States Patent and Trademark Office or any similar office of any foreign jurisdiction, and interests under patent license agreements, including, without limitation, the inventions and improvements described and claimed therein, (ii) licenses pertaining to any patent whether Debtor is licensor or licensee, (iii) income, royalties, damages, payments, accounts and accounts receivable now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (iv) right (but not the obligation) to sue in the name of Debtor and/or in the name of Secured Party for past, present and future infringements thereof, (v) rights corresponding thereto throughout the world in all jurisdictions in which such patents have been issued or applied for, and (vi) reissues, divisions, continuations, renewals, extensions and continuations-in-part with respect to any of the foregoing; and
- (f) any and all cash proceeds and/or noncash proceeds of any of the foregoing, including, without limitation, insurance proceeds, and all supporting obligations and the security therefor or for any right to payment. All terms above have the meanings given to them in the California Uniform Commercial Code, as amended or supplemented from time to time, including revised Division 9 of the Uniform Commercial Code-Secured Transactions, added by Stats. 1999, c.991 (S.B. 45), Section 35, operative July 1, 2001.

SCHEDULE 1.3

COLLATERAL LOCATIONS

1. 4460 54th Avenue SE, Calgary, Alberta T2C 2B9
2. 5405-44 Street S. E. Calgary, Alberta T2C 2T6
3. 2909 Plymouth Drive, Oakville, ON L6H 6G7
4. 3535 W 140th Street, Cleveland, OH 44111
5. 12112-67 Street NW, Edmonton, Alberta T5B 1M2
6. 109 Lynch Street, Pardeeville, WI 53954
7. 1100 Garden of the Gods Road, Colorado Springs, CO 80907
8. 710 Dandelion Circle, Wasillia, AK 99654
9. 9456 N McQuire Road, Post Falls, ID 83854
10. 280 Rose Street, Jerome, ID 83338
11. 17 Douglas Street, Rome, GA 30161
12. 1600 W Hwy 287, Waxahachie, TX 75165
13. 2940 W Directors Row, Salt Lake City, UT 84104
14. 150, 5th Boulevard, Terrasse-Vaudreuil, PQ J7V 5M3
15. 44 Rivulet Street, Uxbridge, MA 52627
16. 6550 West 26th Street, Erie, PA 16506
17. 82 Gallalee Church Road, Jefferson, GA 30549
18. 100 Formad Industrial Drive, Ft. Madison, IA 52627
19. 2355 Providence Road, Northbridge, MA 01534
20. 85 Basaltic Road, Concord, Ontario L4K 1G4
21. 27 Golden Gate Court, Scarborough, Ontario M1P 3A4
22. 202 N. Washington St. PO Box 429, Milledgeville, IL 61051

SCHEDULE 3.4(a)

PLEDGED INTERESTS BY ARXX CORPORATION

<u>Issuer</u>	<u>Membership Interests</u>	<u>Grantor's Percentage Ownership</u>	<u>Jurisdiction of Incorporation / Organization</u>
ECB HOLDINGS, LLC	100%	100%	Delaware
APS HOLDINGS, LLC	100%	100%	Delaware
UNISAS HOLDINGS, LLC	100%	100%	Delaware

SCHEDULE 3.4(b)

PLEGDED SHARES BY ECB HOLDINGS, LLC

<u>Issuer</u>	<u>Membership Interests</u>	<u>Grantor's Percentage Ownership</u>	<u>Jurisdiction of Incorporation / Organization</u>
ECO-BLOCK INTERNATIONAL LLC	100%	100%	Georgia

SCHEDULE 3.4(c)

FUTURE RIGHTS

· None.

COMERICA BANK
Applicant

ARXX BUILDING PRODUCTS INC. et al.
Respondents

Court File No: CV-13-10353-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE -
COMMERCIAL LIST**

Proceeding commenced at Toronto

**APPLICATION RECORD
(RETURNABLE ON December 9, 2013)
(VOLUME 1 – TAB I – TAB K)**

McMILLAN LLP
Brookfield Place
181 Bay Street, Suite 4400
Toronto, ON, M5J 2T3

Brett Harrison LS#: 44336A
Tel: (416) 865-7932
Fax: (416) 865-7048

Lawyers for the Applicant

TAB L

This is Exhibit "L" referred to in the
affidavit of Michael Moore made before me
on this _____ day of December, 2013

SEE ATTACHED

A commissioner for taking affidavits
for

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

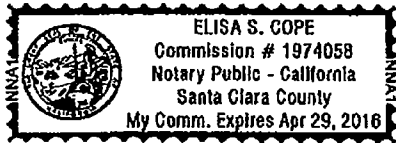
State of California

County of SANTA CLARA

On DEC. 9, 2013 before me, ELISA S. COPE, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared MICHAEL MOORE
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Elisa S. Cope
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

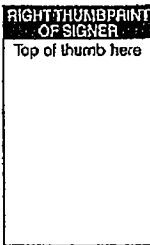
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

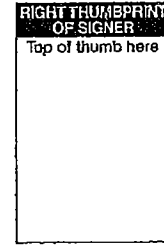
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

245

COMERICA BANK

GENERAL SECURITY AGREEMENT

THIS GENERAL SECURITY AGREEMENT is made the 24th day of September, 2010.

BETWEEN:

ECB HOLDINGS, LLC, a company existing under the *Business Corporations Act* (Ontario) having its chief executive office at 800 Division Street, Cobourg ON K9A 5V2.

Facsimile: (888) 672-1729

(the "Debtor")

AND:

COMERICA BANK, a Texas banking association and authorized foreign bank under the *Bank Act* (Canada), Suite 2210, South Tower, Royal Bank Plaza, PO Box 61, Toronto, Ontario, M5J 2J2

Facsimile: (416) 367-2460

(the "Bank")

SECTION 1—SECURITY INTEREST

1.1 For consideration the Debtor does hereby:

- (a) mortgage and charge as and by way of a fixed and specific charge, and assign and transfer to the Bank, and grant to the Bank a security interest in, all the Debtor's right, title and interest in and to all its presently owned or held and after acquired or held personal property, of whatever nature or kind (except the kinds set out in Section 1.4 and Section 2 below) and wheresoever situate, and all Proceeds thereof and therefrom including, without limitation:
 - (i) all present and future equipment, including, without limiting the generality of the foregoing, machinery, tools, fixtures, tenant improvement, furniture, chattels, motor vehicles and other tangible personal property that is not inventory, and all parts, components, attachments, accessories, Accessions, replacements, substitutions, additions and improvements to any of the foregoing (all of which is hereinafter collectively called the "Equipment");
 - (ii) all present and future inventory, including, without limiting the generality of the foregoing, Goods acquired or held for sale or lease or furnished or to be furnished under contracts of rental or service, all raw materials, work in process, finished goods, returned goods, repossessed goods, and all packaging materials, supplies and containers relating to or used or consumed in connection with any of the foregoing (all of which is hereinafter collectively called the "Inventory");
 - (iii) all debts, accounts, claims, demands, monies and choses in action which now are, or which may at any time hereafter be, due or owing to or owned by the Debtor and all

- books, records, documents, papers and electronically recorded data recording, evidencing or relating to the said debts, accounts, claims, demands, monies and choses in action or any part thereof (all of which is hereinafter collectively called the "Accounts");
- (iv) all Documents of Title, Chattel Paper, Instruments, Securities and Money, and all other Goods of the Debtor that are not Equipment, Inventory or Accounts;
 - (v) all Contracts, contractual rights, goodwill and all other choses in action of the Debtor of every kind which now are, or which may at any time hereafter be, due or owing to or owned by the Debtor, and all other Intangibles of the Debtor which is not Accounts, Chattel Paper, Instruments, Documents of Title, Securities or Money;
 - (vi) all Intellectual Property;
 - (vii) all of the Debtor's right, title and interest in and to any Investment Property, including all Securities, Securities Accounts, and all Security Entitlements carried in any Securities Account; and
- (b) charge as and by way of a floating charge, and grant to the Bank a security interest in and to all the Debtor's right, title and interest in and to all its presently owned or held and after acquired or held real, immovable and leasehold property and all interests therein, and all easements, rights of way, privileges, benefits, licences, improvements and rights whether connected therewith or appurtenant thereto or separately owned or held, including all structures, plant and other fixtures (all which is hereinafter collectively called the "Real Property").

1.2 Without prejudice to any other security created in this Security Agreement and as additional continuing and collateral security for the due and punctual performance of fulfillment of the Obligations, the Debtor hereby hypothecates in favour of the Bank the universality of its movable property, present and future, corporeal and incorporeal, wherever situated for the sum of \$6,000,000 in lawful currency of Canada with interest thereon from the date hereof at the rate of 24% *per annum*. The hypothec herein created in favour of the Bank shall not constitute nor be construed as a floating hypothec. The full amount of the hypothec herein created shall be and remain continuing collateral security in favour of the Bank notwithstanding the fact that all or part of the Obligations arise prior to, at the time of or subsequent to the execution hereof. The hypothec herein created is a continuous security which shall subsist notwithstanding any fluctuation of the amounts hereby secured. The Debtor shall be deemed to oblige itself again as provided in Article 2797 of the *Civil Code of Québec* with respect to any future Obligations hereby secured.

1.3 The Liens created pursuant to Section 1.1 and Section 1.2 are hereinafter collectively called the "Security Interests" and any undertaking, property and assets subject to the Security Interests and any other property, real or personal, tangible or intangible, now existing or hereafter acquired by the Debtor, that may at any time be or be expressed to be charged, assigned or transferred or secured by any Instruments supplemental hereto or in implementation hereof are hereinafter collectively called the "Collateral".

1.4 Notwithstanding Sections 1.1, 1.2 or 1.3 the Collateral shall not include any Contract, Account, User Licence, permit, licence, claim, demand, chose in action or other intangible which, as a matter of law or by its terms, is not assignable or may not be charged or otherwise encumbered by the Debtor without the consent, authorization, approval or waiver of a third party (all such Contracts, Accounts, User Licences, permits, licences, claims, demands, choses in action and other intangibles are collectively referred to herein as the "Restricted Assets") unless and until such consent, authorization, approval or waiver has been obtained, provided that, until such time as the applicable consent, authorization, approval or waiver has been obtained, the Debtor shall hold each Restricted Asset in trust for the Bank and will assign and dispose of the same in such manner as the Bank may from time to time direct as and when the Bank is entitled to realize upon Collateral in accordance with Section 12. The Debtor agrees that it will use all such reasonable efforts as may be required to obtain as expeditiously as possible all such consents,

authorizations, approvals or waivers other than those required under governmental permits or licences with respect to which a consent to mortgage is not capable of being obtained.

Notwithstanding this Section 1, the Debtor's grant of security in Trade-marks (as defined in the *Trade-marks Act* (Canada)) shall be limited to a grant by the Debtor of a security interest in all of the Debtor's right, title and interest in such Trade-marks.

SECTION 2 - FURTHER EXCEPTIONS

2.1 Notwithstanding any other term or provision herein, any charge and security interest shall not extend or apply to the last day of the term of any lease or any agreement therefor now held or hereafter acquired by the Debtor but should such charge and security interest become enforceable, the Debtor shall thereafter stand possessed of such last day and shall hold it in trust to assign the same to any person acquiring such term or the part thereof mortgaged and charged in the course of any enforcement of the said charge and security interest or any realization of the subject matter thereof.

2.2 All Consumer Goods of the Debtor are hereby excepted out of the Security Interests created by this Security Agreement.

SECTION 3 - ATTACHMENT

3.1 The Debtor acknowledges that the Security Interests hereby created attach upon the execution of this Security Agreement (or in the case of any after acquired property, upon the date of acquisition thereof), that value has been given, and that the Debtor has (or in the case of any after acquired property, will have upon the date of acquisition) rights in the Collateral.

SECTION 4 - PROHIBITIONS

- 4.1 Except as permitted by the Loan Agreement, the Debtor shall not have power to:
 - (a) create or permit to exist any Lien over, or claim against any of the Collateral which ranks or could in any event rank in priority to or *pari passu* with any of the Security Interests created by this Security Agreement other than Permitted Liens; or
 - (b) grant, sell or otherwise assign its Chattel Paper.

4.2 The Debtor agrees not to sell, transfer, assign, mortgage, pledge, lease, grant a security interest in or encumber any of its Intellectual Property, except for licences of its Intellectual Property and in the ordinary course of business.

SECTION 5 - OBLIGATIONS SECURED

5.1 This Security Agreement and the Security Interests hereby created are in addition to and not in substitution for any other security interest now or hereafter held by the Bank from the Debtor or from any other person whomsoever and shall be general and continuing security for the payment and performance of all the Debtor's Obligations.

SECTION 6 - REPRESENTATIONS AND WARRANTIES

6.1 The Debtor represents and warrants that this Security Agreement is granted in accordance with resolutions of the directors (and of the shareholders as applicable) of the Debtor and all other matters and things have been done

and performed so as to authorize and make the execution and delivery of this Security Agreement, and the performance of the Debtor's obligations hereunder, legal, valid and binding.

6.2 The Debtor represents and warrants that the Debtor has rights in or the power to transfer the Collateral, and its title to the Collateral is free and clear of Liens, adverse claims and restrictions on transfer or pledge except for Permitted Liens, and the Debtor has good right and lawful authority to grant a security interest in the Collateral as provided by this Security Agreement.

6.3 The Debtor represents and warrants and, so long as this Security Agreement remains in effect, shall be deemed to continuously represent and warrant that the locations specified in Schedule A as to business operations and records are accurate and complete and with respect to Goods (including Inventory) constituting Collateral, the locations specified in Schedule A are accurate and complete save for Goods in transit to such locations and Inventory on lease or consignment.

6.4 The Debtor represents and warrants that except as set out in Schedule B, the Debtor is the sole owner of the Intellectual Property except for non exclusive licenses granted on commercially reasonable terms by the Debtor to its customers in the ordinary course of business. The Intellectual Property is valid and enforceable and no claim has been made that any part of the Intellectual Property violates the rights of any third party.

6.5 The Debtor represents and warrants that each agreement between the Debtor and a Securities Intermediary that governs any Securities Account included in the Collateral or to which any Collateral that is Investment Property has been credited either:

- (a) specifies that the Province of Ontario is the Securities Intermediary's jurisdiction for the purposes of the STA of Ontario; or
- (b) is expressed to be governed by the laws of the Province of Ontario.

6.6 The Debtor represents and warrants that Schedule C sets forth a complete and accurate list of all of the Pledged Collateral. The Debtor is the direct, sole beneficial owner and the sole holder of record or Entitlement Holder of the Pledged Collateral listed on Schedule C as being owned by it, free and clear of any Liens, except for the security interest granted to the Bank.

6.7 The Debtor represents and warrants that all Pledged Collateral credited to a Securities Account maintained with a Securities Intermediary of the Debtor is subject to an Account Control Agreement between the Securities Intermediary and the Bank

6.8 The Debtor represents and warrants that except as disclosed in Schedule C, all Pledged Collateral that constitutes a Special Equity Interest:

- (a) is dealt in or traded on any securities exchange or in any securities market;
- (b) expressly provides by its terms that it is a "security" for the purposes of the applicable STA; or
- (c) is held through a Securities Account.

6.9 The Debtor represents and warrants that the Debtor has not consented to any Person other than the Bank entering into, nor has the Debtor become a party to, an Issuer Control Agreement with any issuer of any Uncertificated Securities included in the Collateral, and no such Issuer Control Agreement is outstanding and in force.

6.10 The Debtor represents and warrants that the Debtor has not consented to any Person other than the Bank entering into, nor has the Debtor become a party to, an Account Control Agreement with any Securities Intermediary in respect of any Security Entitlements or Securities Accounts included in the Collateral, and no such Account Control Agreement is outstanding and in force.

SECTION 7 - COVENANTS OF THE DEBTOR

7.1 Except to the extent that the Loan Agreement provides otherwise, the Debtor covenants that at all times while this Security Agreement remains in effect the Debtor will:

- (a) maintain its corporate existence and good standing in its jurisdiction of incorporation and maintain qualification and good standing in each other jurisdiction in which the failure to so qualify would reasonably be expected to have a Material Adverse Effect, and shall furnish to the Bank the organizational identification number issued to the Debtor by the authorities of the jurisdiction in which the Debtor is organized, if applicable;
- (b) comply with all statutes, laws, ordinances and government rules and regulations to which it is subject, and maintain, in force all licenses, approvals and agreements, the loss of which or failure to comply with which would reasonably be expected to have a Material Adverse Effect;
- (c) keep all Inventory in good and marketable condition, free from all material defects except for Inventory for which adequate reserves have been made;
- (d) defend the title to the Collateral for the benefit of the Bank against the claims and demands of all persons and will diligently initiate and prosecute legal action against all infringers of the Debtor's rights in Intellectual Property;
- (e) fully and effectually maintain and keep maintained the Security Interests hereby created valid and effective;
- (f) maintain the Collateral in good order and repair;
- (g) forthwith pay:
 - (i) material federal, provincial, state, and local taxes, assessments, or contributions required of it by law, and execute and deliver to the Bank, on demand appropriate certificates attesting to the payment or deposit thereof; and make timely payment or deposit of all material tax payments and withholding taxes required of it by applicable laws, including, but not limited to, those laws concerning provincial and federal income taxes, and will, upon request, furnish the Bank with proof satisfactory to the Bank that the Debtor has made such payments or deposits unless the Debtor shall in good faith contest, by appropriate proceedings, its obligations so to pay and shall reserve against such payment to the extent required by GAAP; and
 - (ii) all Liens which rank or could in any event rank in priority to any Security Interest created by this Security Agreement other than Permitted Liens;

- (h) forthwith, but subject to and to the extent agreed to in the Loan Agreement, pay all costs, charges, expenses and legal fees and disbursements (on a solicitor and his own client basis) which may be incurred by the Bank in:
- (i) inspecting the Collateral;
 - (ii) negotiating, preparing, perfecting and registering this Security Agreement and other documents, whether or not relating to this Security Agreement; and
 - (iii) investigating title to the Collateral;
- (i) forthwith pay all costs, charges, expenses and legal fees and disbursements (on a solicitor and his own client basis) which may be incurred by the Bank in:
- (i) taking, recovering and keeping possession of the Collateral; and
 - (ii) all other actions and proceedings taken in connection with the preservation of the Collateral and the enforcement of this Security Agreement and of any other security interest held by the Bank as security for the Obligations;
- (j) at the Bank's request at any time and from time to time execute and deliver such further and other documents and Instruments and do all acts and things as are reasonably required by the Bank in order to confirm and perfect, and maintain perfection of, the Security Interests hereby created in favour of the Bank upon any of the Collateral;
- (k) notify the Bank promptly of:
- (i) any change in the information contained herein relating to the Debtor, its business or the Collateral, including without limitation any change of name or address of the Debtor and any change in the present location of any Collateral;
 - (ii) the details of any material acquisition of Collateral;
 - (iii) any material loss or damage to Collateral;
 - (iv) any material default by any account debtor in payment or other performance of his obligations to the Debtor with respect to any Accounts; and
 - (v) the return to or repossession by the Debtor of Collateral where such return or repossession of Collateral is material in relation to the business of the Debtor;
- (l) prevent Collateral, other than Inventory sold, leased, or otherwise disposed of as permitted hereby, from being or becoming an accession to other property not covered by this Security Agreement;
- (m) carry on and conduct its business in a proper and business like manner, including maintenance of proper books of account and records;
- (n) permit the Bank and its representatives, at all reasonable times access to all its Collateral and to all its books of account and records respecting such Collateral for the purpose of inspection and render all assistance reasonably necessary for such inspection;

- (o) deliver to the Bank from time to time promptly upon request:
- (i) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to Collateral for the purpose of inspecting, auditing or copying the same; and
 - (ii) such information concerning Collateral and the Debtor and the Debtor's business and affairs related to the Security Interest as the Bank may require;
- (p) do everything reasonably necessary or desirable to preserve and maintain the Intellectual Property including, without limitation:
- (i) register or cause to be registered on an expedited basis (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as the case may be, and the Canadian equivalents thereof, those registrable intellectual property rights now owned or hereafter developed or acquired by the Debtor, to the extent that the Debtor, in its reasonable business judgement, deems it appropriate to so protect such intellectual property rights;
 - (ii) promptly give the Bank written notice of any applications or registrations of intellectual property rights filed with the United States Patent and Trademark Office or the Canadian equivalents thereof, including the date of such filing and the registration or application numbers, if any;
 - (iii) protect, defend and maintain the validity and enforceability of the trade secrets, Trademarks, Patents and Copyrights; (a) give Bank not less than thirty (30) days prior written notice of the filing of any applications or registrations of Copyrights with the United States Copyright Office and the Canadian equivalent thereof, including title of such intellectual property rights to be registered, as such title will appear on such applications or registrations, and the date such applications or registrations will be filed; (b) prior to the filing of any such applications or registrations, execute such documents as the Bank may reasonably request for the Bank to maintain its perfection in such intellectual property rights to be registered by the Debtor; (c) upon the request of the Bank, either deliver to the Bank or file such documents simultaneously with the filing of any such applications or registrations; (d) upon filing any such applications or registrations, promptly provide the Bank with a copy of such applications or registrations together with any exhibits, evidence of the filing of any documents requested by the Bank to be filed for the Bank to maintain the perfection and priority of its security interest in such intellectual property rights, and the date of such filing;
 - (iv) use commercially reasonable efforts to detect infringements of the Trademarks, Patents and Copyrights and promptly advise the Bank in writing of material infringements detected;
 - (v) not allow any material Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of the Bank, which shall not be unreasonably withheld;
 - (vi) execute and deliver such additional Instruments and documents from time to time as the Bank shall reasonably request to perfect and maintain the perfection and priority of the Bank's security interest in the Intellectual Property;
 - (vii) ensure that the License Agreements executed by the Debtor adequately protect the Debtor's rights in the subject Intellectual Property;

- (viii) perform all of its obligations under the License Agreements and all Contracts;
 - (ix) design Software so that duplicating the Source Code from a copy of the Object Code is impractical, disclose Source Code only on a "need to know" basis, obtain from all employees having a material input into any Software a confidentiality agreement with respect to the concepts involved;
 - (x) commence and prosecute, at its own expense, such suits, proceedings or other actions for infringement, passing off, unfair competition, dilution or other damage as are in its reasonable business judgment necessary to protect the Intellectual Property;
 - (xi) diligently, at its own expense, enforce its rights under Contracts and other agreements which enhance the value of or protect the Intellectual Property;
- (q) deliver to the Bank immediately upon execution of this Security Agreement the originals of all Chattel Paper, all Documents of Title, all security certificates evidencing Certificated Securities, all Instruments and all certificates evidencing any Special Equity Interests, whether or not such Special Equity Interests constitute "Securities", in each case constituting, representing or relating to Collateral;
 - (r) hold in trust for the Bank upon receipt and immediately thereafter, upon request by the Bank, deliver to the Bank any Chattel Paper, Securities, security certificates evidencing Certificated Securities, Instruments and certificates evidencing any Special Equity Interests, in each case constituting Collateral that are hereafter acquired by the Debtor;
 - (s) in respect of any Uncertificated Securities included in the Pledged Collateral: (i) cause and hereby authorizes and constitutes, on request by the Bank, the Bank as its attorney-in-fact from time to time to cause each issuer of such Uncertificated Securities to register the Bank or its nominee as the registered owner of such Uncertificated Securities, and (ii) does hereby consent to the Bank entering into an Issuer Control Agreement with the issuer of any such Uncertificated Securities with respect thereto; and the Debtor shall communicate such consent to the Issuer in writing on request by the Bank;
 - (t) with respect to any Special Equity Interest which as of the date hereof does not satisfy one of the requirements listed in Section 6.8, if at any time hereafter any such requirement is satisfied:
 - (i) the Debtor shall immediately give notice to such effect to the Bank, and
 - (ii) the Debtor shall comply with the requirements of Section 7.1(q) or (r) in respect of such Special Equity Interest to the extent that it has not already done so;
 - (u) on request by the Bank, direct the Securities Intermediary in respect of any Securities Accounts included in the Pledged Collateral or any Security Entitlements carried therein, to transfer the Financial Assets to which such Security Entitlements relate to a Securities Account designated by the Bank; and
 - (v) and does hereby consent to the Securities Intermediary in respect of any such Security Accounts or Security Entitlements entering into an Account Control Agreement with the Bank with respect thereto; and on request by the Bank, the Debtor shall communicate such consent to such Securities Intermediary.

For greater certainty, any security certificates evidencing Certificated Securities or any certificates evidencing Special Equity Interests delivered to the Bank pursuant to Section 7.1(q), shall be duly endorsed

to the Bank or its nominee or in blank by an effective endorsement within the meaning of the STA. For greater certainty, such endorsement may be in the form of a duly executed undated instrument of transfer or stock power of attorney in favour of the Bank or its nominee or in blank.

7.2 Except as otherwise permitted in the Loan Agreement, the Debtor covenants that at all times while this Security Agreement remains in effect, without the prior written consent of the Bank, it will not:

- (a) declare or pay any dividends;
- (b) purchase or redeem any of its shares or otherwise reduce its share capital;
- (c) become guarantor of any obligation;
- (d) become an endorser in respect of any obligation or otherwise become liable upon any note or other obligation other than bills of exchange deposited to the bank account of the Debtor;
- (e) consent to the entering into by any issuer of any Uncertificated Securities included in or relating to the Pledged Collateral of an Issuer Control Agreement in respect of such Uncertificated Securities with any Person other than the Bank or its nominee;
- (f) consent to the entering into by any Securities Intermediary for any Security Entitlements included in or relating to the Pledged Collateral of an Account Control Agreement in respect of such Security Entitlements with any Person other than the Bank or its nominee; or
- (g) enter into any agreement with any Securities Intermediary that governs any Securities Account included in or relating to any Pledged Collateral that specifies any such Securities Intermediary's jurisdiction to be a jurisdiction other than the Province of Ontario for the purposes of the STA or that is expressed to be governed by the laws of a jurisdiction other than the Province of Ontario or consent to any amendment to any such agreement that would change such Securities Intermediary's jurisdiction to a jurisdiction other than the Province of Ontario for the purposes of the STA or its governing law to a jurisdiction other than the Province of Ontario.

SECTION 8- INSURANCE

[THIS SECTION INTENTIONALLY LEFT BLANK]

SECTION 9- PERFORMANCE OF OBLIGATIONS

9.1 If the Debtor fails to perform its obligations hereunder, the Bank may, but shall not be obliged to, perform any or all of such obligations without prejudice to any other rights and remedies of the Bank hereunder, and any payments made and any costs, charges, expenses and legal fees and disbursements (on a solicitor and his own client basis) incurred in connection therewith shall be payable by the Debtor to the Bank forthwith with interest until paid at the highest rate borne by any of the Obligations.

SECTION 10 - RESTRICTIONS ON SALE OR DISPOSAL OF COLLATERAL

10.1 Except as otherwise provided herein or in the Loan Agreement, without the prior written consent of the Bank the Debtor will not:

- (a) sell, lease or otherwise dispose of the Collateral;
- (b) release, surrender or abandon possession of the Collateral; or

- (c) move or transfer the Collateral from the jurisdictions in which the Security Interests hereby created have been perfected.

10.2 Provided that no Default has occurred, the Debtor may, at any time without the consent of the Bank, lease, sell, licence, consign or otherwise deal with items of Inventory in the ordinary course of its business and for the purposes of carrying on its business.

SECTION 11 - DEFAULT

11.1 The occurrence of an Event of Default under the Loan Agreement, shall constitute a Default under this Security Agreement.

SECTION 12 - ENFORCEMENT

12.1 Upon the occurrence and during the continuance of a Default, the Bank may, at its election without notice of its election and without demand, declare any or all of the Obligations to become immediately due and payable and the security hereby constituted will immediately become enforceable. To enforce and realize on the Security Interests created by this Security Agreement the Bank may take any action permitted by law or in equity, as it may deem expedient, and in particular and without limiting the generality of the foregoing, the Bank may do any of the following:

- (a) appoint by instrument of a receiver, receiver and manager or receiver manager (the person so appointed being hereinafter called the "Receiver") with or without bond as the Bank may determine, and from time to time in its absolute discretion remove such Receiver and appoint another in its stead;
- (b) enter the premises where the Collateral is located, to take and maintain possession of the Collateral, or any part of it, and to pay, purchase, contest, or compromise any encumbrance, charge, or Lien which in the Bank's determination appears to be prior or superior to its security interest and to pay all expenses incurred in connection therewith. With respect to any of the Debtor's owned premises, the Debtor hereby grants the Bank a license to enter into possession of such premises and to occupy the same, without charge, in order to exercise any of the Bank's rights or remedies provided herein, at law, in equity, or otherwise;
- (c) preserve, protect and maintain the Collateral and make such replacements thereof and repairs and additions thereto as the Bank may deem advisable;
- (d) sell, lease or otherwise dispose of all or any part of the Collateral, whether by public or private sale or lease or otherwise, in such manner, at such price as can be reasonably obtained therefor and on such terms as to credit and with such conditions of sale and stipulations as to title or conveyance or evidence of title or otherwise as to the Bank may seem reasonable, provided that if any sale, lease or other disposition is on credit the Debtor will not be entitled to be credited with the Proceeds of such sale, lease or other disposition until the monies therefor are actually received; and
- (e) exercise any and all rights under this Agreement, the other Loan Documents or as otherwise permitted by law.

12.2 The Bank is hereby granted a licence or other right, solely pursuant to the provisions of this Section 12, to use without charge the Debtor's labels, patents, copyrights, rights of use of any name, trade secrets, trade names, trademarks, service marks, and advertising matter, or any property of a similar nature, as it pertains to the Collateral, in completing production of, advertising for sale, and selling any Collateral and, in connection with the Bank's

exercise of its rights under this Section 12, the Debtor's rights under all licences and all franchise agreements shall enure to the Bank's benefit.

12.3 A Receiver appointed pursuant to this Security Agreement shall be the agent of the Debtor and not of the Bank and, to the extent permitted by law or to such lesser extent permitted by its appointment, shall have all the powers of the Bank hereunder, and in addition shall have power to carry on the business of the Debtor and for such purpose from time to time to borrow Money either secured or unsecured, and if secured by a security interest on any Collateral, such security interest may rank before or *pari passu* with or behind any of the Security Interests created by this Security Agreement, and if it does not so specify such security interest shall rank in priority to the Security Interests created by this Security Agreement.

12.4 Subject to the claims, if any, of the creditors of the Debtor ranking in priority to this Security Agreement, all amounts realized from the disposition of Collateral pursuant to this Security Agreement will be applied as the Bank, in its absolute discretion, may direct as follows:

- (a) in payment of all costs, charges and expenses (including legal fees and disbursements on a solicitor and his own client basis) incurred by the Bank in connection with or incidental to:
 - (i) the exercise by the Bank of all or any of the powers granted to it pursuant to this Security Agreement; and
 - (ii) the appointment of the Receiver and the exercise by the Receiver of all or any of the powers granted to it pursuant to this Security Agreement, including the Receiver's reasonable remuneration and all outgoings properly payable to the Receiver;
- (b) in or toward payment to the Bank of all principal and other monies (except interest) due in respect of the Obligations; and
- (c) in or toward payment to the Bank of all interest remaining unpaid in respect of the Obligations.

Subject to applicable law and the claims, if any, of other creditors of the Debtor, any surplus will be paid to the Debtor.

SECTION 13 - DEFICIENCY

If the amounts realized from the disposition of the Collateral are not sufficient to pay the Obligations in full, the Debtor will immediately pay to the Bank the amount of such deficiency.

SECTION 14 - LIABILITY OF BANK

14.1 The Bank shall not be responsible or liable for any debts contracted by it, for damages to persons or property or for salaries or non fulfillment of contracts during any period when the Bank shall manage the Collateral upon entry, as herein provided, nor shall the Bank be liable to account as a mortgagee in possession or for anything except actual receipts or be liable for any loss on realization or for any default or omission for which a mortgagee in possession may be liable. The Bank shall not be bound to do, observe or perform or to see to the observance or performance by the Debtor of any obligations or covenants imposed upon the Debtor nor shall the Bank, in the case of Securities, Instruments or Chattel Paper, be obliged to preserve rights against other persons, nor shall the Bank be obliged to keep any of the Collateral identifiable. The Bank has no obligation to clean up or otherwise prepare the Collateral for sale. All risk of loss, damage or destruction of the Collateral shall be borne by the Debtor. The Debtor hereby waives any applicable provision of law permitted to be waived by it which imposes higher or greater obligations upon the Bank than aforesaid.

SECTION 15 - APPOINTMENT OF ATTORNEY

15.1 The Debtor hereby irrevocably appoints the Bank or the Receiver, as the case may be, with full power of substitution, to be the attorney of the Debtor for and in the name of the Debtor to sign, endorse or execute under seal or otherwise any deeds, documents, transfers, cheques, Instruments, demands, assignments, assurances or consents that the Debtor is obliged to sign, endorse or execute and generally to use the name of the Debtor and to do all things as may be necessary or incidental to the exercise of all or any of the powers conferred on the Bank or the Receiver, as the case may be, pursuant to this Security Agreement, such power not to be exercised unless an Event of Default has occurred and is continuing.

SECTION 16 - ACCOUNTS

16.1 Notwithstanding any other provision of this Security Agreement, the Bank may collect, realize, sell or otherwise deal with the Accounts or any part thereof in such manner, upon such terms and conditions and at such time or times, whether before or after the occurrence of a Default, as may seem to it advisable, and without notice to the Debtor, except in the case of disposition after the occurrence of a Default and then subject to the provisions of the Act. All monies or other forms of payment received by the Debtor in payment of any Account will be received and held by the Debtor in trust for the Bank. At any time after the occurrence and during the continuance of a Default, the Bank may notify any account debtor or other Person owing funds to the Debtor of the Bank's security interest in such funds and verify the amount of such Account. The Debtor shall collect all amounts owing to the Debtor for the Bank, receive in trust all payments as Banks' trustee, and immediately deliver such payments to the Bank in their original form as received from the account debtor, with proper endorsements for deposit.

SECTION 17 - APPROPRIATION OF PAYMENTS

17.1 Subject to the Loan Agreement, any and all payments made in respect of the Obligations from time to time and monies realized from any security interests held therefor (including monies collected in accordance with or realized on any enforcement of this Security Agreement) may be applied to such part or parts of the Obligations as the Bank may see fit, and the Bank may at all times and from time to time change any appropriation as the Bank may see fit.

SECTION 18 - INTENTIONALLY DELETED**SECTION 19 - LIABILITY TO ADVANCE**

19.1 Except to the extent that the Bank:

- (a) by accepting bills of exchange drawn on it by the Debtor; or
- (b) by issuing letters of credit or letters of guarantee on the application of the Debtor;

is required to advance monies on the maturity of such bills or pursuant to such letters of credit or letters of guarantee, as the case may be, none of the preparation, execution, perfection and registration of this Security Agreement or the advance of any monies shall bind the Bank to make any advance or loan or further advance or loan, or renew any note or extend any time for payment of any indebtedness or liability of the Debtor to the Bank.

SECTION 20 - WAIVER

20.1 The Bank may from time to time and at any time waive in whole or in part any right, benefit or default under any clause of this Security Agreement but any such waiver of any right, benefit or default on any occasion

shall be deemed not to be a waiver of any such right, benefit or default thereafter, or of any other right, benefit or default, as the case may be. No waiver shall be effective unless it is in writing.

SECTION 21 - NOTICE

21.1 Notice may be given to either party by personal delivery or facsimile transmission to the party for whom it is intended, at the principal address of such party provided in the Loan Agreement or at such other address as may be given in writing by such party to the other, and any notice shall be deemed to have been given on delivery or confirmation of transmission if received by 3:00 p.m. local time on a business day or on the next business day if received after that time.

SECTION 22 - EXTENSIONS

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

SECTION 23 - NO MERGER

23.1 This Security Agreement shall not operate so as to create any merger or discharge of any of the Obligations, or of any assignment, transfer, guarantee, lien, contract, promissory note, bill of exchange or security interest of any form held or which may hereafter be held by the Bank from the Debtor or from any other person whomsoever. The taking of a judgment with respect to any of the Obligations will not operate as a merger of any of the covenants contained in this Security Agreement.

SECTION 24 - RIGHTS CUMULATIVE

24.1 All rights and remedies of the Bank set out in this Security Agreement, and in any other security agreement held by the Bank from the Debtor or any other person whomsoever to secure payment and performance of the Obligations, are cumulative and no right or remedy contained herein or therein is intended to be exclusive but each is in addition to every other right or remedy contained herein or therein or in any future security agreement, or now or hereafter existing at law, in equity or by statute, or pursuant to any other agreement between the Debtor and the Bank that may be in effect from time to time.

SECTION 25 - ASSIGNMENT

25.1 The Bank may, without further notice to the Debtor, at any time assign, transfer or grant a security interest in this Security Agreement and the Security Interests created hereby. The Debtor expressly agrees that the assignee, transferee or secured party, as the case may be, shall have all of the Bank's rights and remedies under this Security Agreement and the Debtor will not assert any defense, counterclaim, right of set off or otherwise any claim which it now has or hereafter acquires against the Bank in any action commenced by such assignee, transferee or secured party, as the case may be, and will pay the Obligations to the assignee, transferee or secured party, as the case may be, as the Obligations become due.

SECTION 26 - SATISFACTION AND DISCHARGE

26.1 Any partial payment or satisfaction of the Obligations, or any ceasing by the Debtor to be indebted to the Bank shall be deemed not to be a redemption or discharge of this Security Agreement. The Debtor shall be entitled

to a release and discharge of this Security Agreement and the Security Interests upon full payment and satisfaction of all Obligations, and upon written request by the Debtor and payment to the Bank of a commercially reasonable discharge fee to be fixed by the Bank and payment of all costs, charges, expenses and legal fees and disbursements (on a solicitor and his own client basis) incurred by the Bank in connection with the Obligations and such release and discharge.

SECTION 27 - ENUREMENT

27.1 This Security Agreement shall enure to the benefit of the Bank and its successors and assigns, and shall be binding upon the successors and permitted assigns of the Debtor.

SECTION 28 - INTERPRETATION

28.1 Terms defined in the Act which are not otherwise defined in this Security Agreement are used herein as defined in the Act, including without limitation, "Accessories", "Chattel Paper", "Consumer Goods", "Document of Title", "Goods", "Intangibles", "Instruments", "Investment Property", "Money", "financing statement", "financing change statement" and "Proceeds".

28.2 Terms defined in the STA which are not otherwise defined in this Security Agreement or the PPSA are used herein as defined in the STA, including without limitation, "Certificated Security", "Entitlement Holder", "Financial Asset", "Securities Account", "Securities Intermediary", "Security Entitlement" and "Uncertificated Security".

28.3 Unless otherwise defined herein or the context otherwise requires, capitalized terms used herein which are not otherwise defined shall have the meanings provided in the Loan Agreement, and in this Security Agreement:

"Account" has the meaning assigned in Section 1.1(a)(iii) of this Security Agreement.

"Account Control Agreement" means, with respect to any Securities Accounts or Security Entitlements included in the Collateral, an agreement between the Securities Intermediary in respect of such Security Accounts or Entitlements and another Person pursuant to which such Securities Intermediary agrees to comply with any Entitlement Orders with respect to such Security Accounts or Security Entitlements that are originated by such Person, without the further consent of the Debtor.

"Collateral" has the meaning set out in Section 1.3 of this Security Agreement and any reference to Collateral shall, unless the context otherwise requires, be deemed to be a reference to Collateral as a whole or any part thereof.

"Contracts" means all contractual, allied ancillary and subsidiary rights, rights in Intangibles and all properties and things of value pertaining to the Collateral other than Intellectual Property including, without limitation, all rights and benefits arising in favour of the Debtor under contracts to which it is a party or pursuant to which it receives a benefit.

"Control" means, with respect to a specified form of Investment Property, "control" as defined in sections 23 through 26 of the STA as applicable to such form of Investment Property.

"Copyrights" means all copyrights, domestic and foreign (whether registered or unregistered), now owned or existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the Canadian Copyright Office or United States Copyright office or in any similar office in any other country, and all reissues, extensions or renewals thereof.

"Default" has the meaning assigned in Section 11.1 of this Security Agreement.

"Equipment" has the meaning assigned in Section 1.1(a)(i) of this Security Agreement.

"Grantor Licences" means all agreements pursuant to which the Debtor has granted rights or an option to acquire rights to use any Intellectual Property.

"Industrial Design" means:

- (i) all industrial designs and applications for industrial designs throughout the world, including all industrial design applications in preparation for filing anywhere in the world;
- (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and re-examinations of any of the items described in clause (i);
- (iii) all industrial design licences and other agreements providing the Debtor with the right to use any of the items of the type referred to in clauses (i) and (ii);
- (iv) the right to sue third parties for past, present or future infringements of any industrial design or industrial design application, and for breach or enforcement of any industrial design licence; and
- (v) all Proceeds of, and rights associated with, the foregoing (including licence royalties and Proceeds of infringement suits), and all rights corresponding thereto throughout the world.

"Insolvency Proceeding" means any proceeding commenced by or against any Person or entity under any provision of the *Bankruptcy and Insolvency Act* (Canada) or the *Companies' Creditors Arrangement Act* (Canada), each as amended, or under any other bankruptcy or insolvency law of any jurisdiction, including assignments for the benefit of creditors, formal or informal moratoria, compositions, extension generally with its creditors, or proceedings seeking reorganization, arrangement, or other relief.

"Intellectual Property" means all Copyrights, Patents, Industrial Designs, Trademarks and any other intellectual or industrial property now owned or licensed or hereafter owned, acquired or licensed by the Debtor, including the intellectual property described in Schedule B, and including trade secrets, Software and Software Documentation, whether owned or licensed, and all benefits, options and rights to use any of the foregoing, including all License Agreements, Securities, Instruments and, when the context permits, all registrations and applications that have been made or shall be made or filed in any office in any jurisdiction in respect of the foregoing, and all reissues, extensions and renewals thereof.

"Inventory" has the meaning assigned in Section 1.1(a)(ii) of this Security Agreement.

"Issuer Control Agreement" means with respect to any Uncertificated Securities included in the Collateral, an agreement between the issuer of such Uncertificated Securities and another Person whereby such issuer agrees to comply with instructions that are originated by such Person in respect of such Uncertificated Securities, without the further consent of the Debtor.

"Licence Agreements" means User Licences or Grantor Licences, or both, as the context requires.

"Lien" means any mortgage, lien, deed of trust, charge, pledge, security interest, hypothec, or other encumbrance.

"Loan Agreement" means the loan agreement made as of the date hereof between the Bank, Arxx Building Products Inc., as borrower, Arxx Corporation, Arxx Building Products U.S.A. Inc., 924843 Ontario Inc., Hilltribe Homes Inc., the Debtor, APS Holdings, LLC, UniSAS Holdings, LLC and Eco-Block International, LLC, as guarantors and loan parties, as amended, varied, supplemented, restated, renewed or replaced from time to time.

"Loan Documents" has the meaning assigned in the Loan Agreement.

"Object Code" means fully compiled or assembled Software in binary form which may be used directly by information processing equipment to process information.

"Obligations" means all present and future indebtedness, liabilities and obligations of the Debtor of any and every kind, nature or description whatsoever (whether direct or indirect, joint or several or joint and several, absolute or contingent, matured or unmatured, in any currency, whether as principal debtor, guarantor, surety or otherwise, including without limitation any interest that accrues thereon but for the commencement of any case, proceeding or other action, whether voluntary or involuntary, relating to the bankruptcy, insolvency or reorganization of the Debtor, whether or not allowed or allowable as a claim in any such case, proceeding or action) to the Bank under, in connection with, relating to or with respect to any of the Loan Documents, and any unpaid balance thereof.

"Patents" means all patents, patent applications and intellectual or industrial property underlying such patents or patent applications, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations in part of the same.

"Permitted Liens" has the meaning assigned to such term in the Loan Agreement.

"Person" means any individual, sole proprietorship, partnership, limited liability company, joint venture, trust, unincorporated organization, association, corporation, institution, public benefit corporation, firm, joint stock company, estate or governmental agency.

"Pledged Collateral" means all instruments and all Securities and other Investment Property of the Debtor and held by the Debtor or credited to a Securities Account maintained by or for the benefit of the Debtor or the Bank, whether or not delivered to or subject to the Control of the Bank pursuant to this Security Agreement.

"Real Property" has the meaning assigned in Section 1.1(b) of this Security Agreement.

"Receiver" has the meaning assigned in Section 12.1(a) of this Security Agreement.

"Restricted Assets" has the meaning assigned in Section 1.4 of this Security Agreement.

"STA" means the *Securities Transfer Act, 2006* (Ontario)

"Securities" means:

- (a) "securities" as defined in the STA, or if no STA is in force in the applicable jurisdiction, the PPSA of such jurisdiction; and
- (b) any Security Entitlements to any Securities.

"Security Agreement" means this agreement, including the Schedules hereto, as amended, varied, supplemented, restated, renewed or replaced from time to time.

"Security Interests" has the meaning assigned in Section 1.3 of this Security Agreement.

"Software" means all computer programs, firmware and databases and portions of each of the foregoing in whatever form and on whatever medium expressed, fixed, embodied or stored from time to time, whether physical, magnetic, electronic, optical or otherwise and the Copyright, Patents and trade secrets therein including, without limitation, Object Code and Source Code versions of each such program and firmware and portion thereof and all corrections, updates, enhancements, translations, modifications, adaptations and new versions thereof together with both the media upon or in which such programs, firmware, databases and portions thereof are expressed, fixed, embodied or stored (such as disks, diskettes, tapes and semiconductor chips) and all flow charts, manuals, instructions, documentation and other material relating thereto.

"Software Documentation" means all documentation and other materials in any way related to Software including, without limitation, copies of the Source Code or Object Code, drawings, flowcharts, user's manuals, reference manuals and all functional descriptions and specifications of or relating to the Software regardless of the medium in or on which such information is stored including, without limitation, all such information necessary or desirable for the production, modification, enhancement, testing, marketing and use of the Software.

"Source Code" means Software created or stored in a computer programming or instructional language, including without limitation, computer programming or instructional language commonly used for the creation or storage of Software such as, without limitation, Pascal, Fortran, Basic and C.

"Special Equity Interest" means an interest in a partnership or a limited liability company.

"the Act" means the *Personal Property Security Act* (Ontario) and all regulations thereunder, as amended from time to time.

"Trademarks" means all trademarks and trade names, registered and unregistered, including, without limitation:

- (b) all designs, logos, indicia, trade names, corporate names, company names, business names, trade styles, service marks, logos and other source or business identifiers;
- (c) all fictitious characters;
- (d) all prints and labels on which any of the foregoing have appeared or appear or shall appear;
- (e) all registrations and applications that have been or shall be made or filed in the Canadian Intellectual Property Office or United States Patent and Trademark Office or any similar office in any other country or political subdivision thereof and all records thereof and all reissues, extensions, or renewals thereof;
- (f) all goodwill associated with or symbolized by any of the foregoing; and
- (g) all common law and other rights in the above.

"User Licences" means all agreements pursuant to which the Debtor has obtained rights or an option to acquire rights to use any Intellectual Property.

28.4 Words and expressions used herein that have been defined in the Act shall be interpreted in accordance with their respective meanings given in the Act unless otherwise defined herein or unless the context otherwise requires.

28.5 The invalidity or unenforceability of the whole or any part of any clause of this Security Agreement shall not affect the validity or enforceability of any other clause or the remainder of such clause.

28.6 The headings of the clauses of this Security Agreement have been inserted for reference only and do not define, limit, alter or enlarge the meaning of any provision of this Security Agreement.

28.7 This Security Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein, provided however that Section 1.2, as well as the enforcement of and the recourses related to the hypothec created therein, shall be governed by and construed in accordance with the laws of the Province of Quebec and the laws of Canada applicable therein.

SECTION 29 - COPY OF AGREEMENT AND FINANCING STATEMENT

29.1 The Debtor hereby:

- (a) acknowledges receiving a copy of this Security Agreement; and
- (b) waives all rights to receive from the Bank a copy of any financing statement or financing change statement filed, or any verification statement received, at any time in respect of this Security Agreement.

[Remainder of Page Intentionally Left Blank]

EXECUTION COPY

IN WITNESS WHEREOF the Debtor has executed this Security Agreement as of the date first written above.

ECB HOLDINGS, LLC

By: *Monahan*
Name: *P. Gael Hourant*
Title: *Chief Executive Officer*

Schedule A

1. Locations of Debtor's Chief Executive Office, Corporate Office, Domicile (i.e. Head Office), Principal Place of Business and Business Operations

800 Division Street, Cobourg ON K9A 5V2, Canada

2. Locations of Books and Records relating to Collateral and Account Debtors (if different from 1 above)

Nil.

3. All Warehouses and Premises Where Collateral is Stored or Located (if different from 1 above)

150, 5th Boulevard, Terrasse-Vaudreuil, PQ J7V 5M3, Canada

17 Douglas Street, Rome, GA 30161, U.S.A.

9456 N McQuire Road, Post Falls, ID 83854, U.S.A

2909 Plymouth Drive, Oakville, ON L6H 6G7, Canada

1600 W. Hwy 287, Waxahachie, TX 75165, U.S.A.

2940 W. Directors Rowe, Salt Lake City, UT 84104, U.S.A.

6550 West 26th Street, Erie, PA 16506, U.S.A.

85 Basaltic Road, Concord, Ontario L4K 1G4

27 Golden Gate Court, Scarborough, Ontario M1P 3A4

Schedule B

INTELLECTUAL PROPERTY

US PATENTS

TITLE	FILING DATE	SERIAL NO./ PUBLICATION NO.	PATENT NO/ ISSUE DATE
Concrete Form System	07/24/97	08/899,960	5,887,401 3/30/1999
Insulated Concrete Form (Method of Making Tilt-Up)	01/16/98	09/008,437	6,170,220 1/9/2001
Concrete Form System and Method (Connector Link)	10/25/99	09/426,572	6,314,697 11/13/2001
Concrete Form System and Method (Corner Web Member)	10/25/99	09/427,373	6,318,040 11/20/2001
Concrete Form System and Method (Ledge Assembly)	10/25/99	09/427,374	6,336,301 1/8/2002
Insulated Concrete Form (System & Tilt-Up Structure)	09/01/00	09/654,024	6,363,683 4/2/2002
Tilt-Up Wall (Wet Set Method and Structure with Anchors)	03/29/01	09/821,299	6,481,178 11/19/2002
Concrete Structures Formed Using Texas-T and a Flexible Linking Member	05/03/01	09/848,398	6,609,340 8/26/2003
Latching Design for Web Members and Connectors Used in a Concrete Structure	05/03/01	09/848,595	6,438,918 8/27/2002
Concrete Structure Formed Using Plywood Sheet and EPS Side Panel	05/03/01	09/848,736	6,526,713 3/4/2003

EXECUTION COPY

TRADE-MARKS

COUNTRY	REG. NO.	MARK	IDENTIFICATION OF GOODS AND SERVICES	FILING DATE	ISSUE DATE	EXP. DATE
US	2,452,783	ECO-Block	"Non-metal insulating concrete forms for use in the construction industry."	12/09/99	05/22/01	05/22/11
CA	531,359	ECO-Block	"Insulating concrete forms for use in the construction industry"	07/09/98	08/17/00	08/17/15
Australia	981,020	ECO-Block	"Building materials (non-metallic); non-metallic insulating concrete forms for use in the construction industry"	12/05/03	11/1/04	12/05/13
NZ	700,660	ECO-Block	"Building materials (non-metallic); non-metallic insulating concrete forms for use in the construction industry"	09/01/03	02/10/05	09/01/13
Kuwait	59,529	ECO-Block	"Non-metal insulating concrete forms for use in the construction industry"	09/24/05	08/16/06	09/23/15
Bahrain	45,664	ECO-Block	"Non-metal insulating concrete forms for use in the construction industry"	10/04/05	05/05/08	10/04/15

Schedule C

PLEDGED COLLATERAL

Issuer	Certificate Number	Type and % of ownership
Eco-Block International, LLC	N/A	100% Membership Interest

TAB M

This is Exhibit "M" referred to in the
affidavit of Michael Moore made before me
on this _____ day of December, 2013

SEE ATTACHED

A commissioner for taking affidavits
for

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

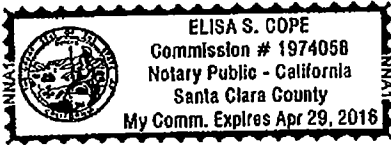
State of California

County of SANTA CLARA

On DEC. 9, 2013 before me, ELISA S. COPE, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared MICHAEL MOORE
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature *Elisa S. Cope*
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

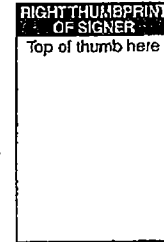
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney In Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney In Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

**INTELLECTUAL PROPERTY SECURITY AGREEMENT
(ARXX CORPORATION)**

This Intellectual Property Security Agreement (this "Agreement") is made as of September 24, 2010, by and between ARXX CORPORATION, a Delaware corporation ("Grantor"), and COMERICA BANK, a Texas banking association and authorized foreign bank under the *Bank Act* (Canada) ("Bank").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations (the "Financial Accommodations") to Arxx Building Products Inc., a company existing under the *Business Corporation Act* (Ontario) (the "Borrower") in the amounts and manner set forth in that certain Loan Agreement (as amended from time to time, the "Loan Agreement"), dated as of even date herewith, by and among Bank, Borrower, Grantor and other parties party thereto. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

B. Bank is willing to make the Financial Accommodations to Borrower, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in all of Grantor's right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of the Obligations (as defined in the Loan Agreement), Grantor hereby grants a security interest and mortgage to Bank, as security, in and to Grantor's entire right, title and interest in, to and under the following (all of which shall collectively be called the "Collateral"):

(a) Any and all copyrights, domestic and foreign (whether registered or unregistered), now owned or existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including without limitation all registrations, recordings and applications in the Canadian Copyright Office or United States Copyright office or in any similar office in any other country, and all reissues, extensions or renewals thereof and those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

(d) Any and all patents, patent applications and intellectual or industrial property underlying such patents or patent applications, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any and all trademarks and trade names, registered and unregistered of the Grantor or predecessor of the Grantor including, without limitation those set forth on Exhibit C attached hereto and including without limitation (collectively, the "Trademarks"):

(i) all designs, logos, indicia, trade names, corporate names, company names, business names, trade styles, service marks, logos and other source or business identifiers;

(ii) all fictitious characters;

(iii) all prints and labels on which any of the foregoing have appeared or appear or shall appear;

- (iv) all registrations and applications that have been or shall be made or filed in the Canadian Intellectual Property Office or United States Patent and Trademark Office or any similar office in any other country or political subdivision thereof and all records thereof and all reissues, extensions, or renewals thereof;
- (v) all goodwill associated with or symbolized by any of the foregoing; and
- (vi) all common law and other rights in the above;
- (f) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
- (g) Any and all licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- (h) Any and all amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and
- (i) Any and all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Authorization and Request. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this security agreement.

3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

- (a) Grantor is now the sole owner of the Collateral, except for non-exclusive licenses granted by Grantor to its customers in the ordinary course of business;
- (b) Except as set forth in the Exhibit, Grantor's rights as a licensee of the Collateral do not give rise to more than five percent (5%) of its gross revenue in any given month, including without limitation revenue derived from the sale, licensing, rendering or disposition of any product or service;
- (c) Performance of this Agreement does not conflict with or result in a breach of any agreement to which Grantor is party or by which Grantor is bound;
- (d) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for non-exclusive licenses granted by Grantor in the ordinary course of business or as set forth in this Agreement;
- (e) Each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and, to the best knowledge of Grantor, no claim has been made that any part of the Collateral violates the rights of any third party;
- (f) Grantor shall deliver to Bank within thirty (30) days of the last day of each fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Bank, listing any applications or registrations that Grantor has made or filed in respect of any Collateral and the status of any outstanding applications or registrations, as well as any material change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent or Copyright not specified in this Agreement;
- (g) Grantor shall promptly register or cause to be promptly registered (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, and the Canadian equivalents those registerable intellectual property rights now owned or hereafter developed or

acquired by Grantor, to the extent that Grantor, in its reasonable business judgment, deems it appropriate to so protect such intellectual property rights;

(h) Grantor shall promptly give Bank written notice of any applications or registrations of intellectual property rights filed with the United States Patent and Trademark office of the Canadian equivalent thereof, including the date of such filing and the registration or applications numbers, if any. Grantor shall execute and deliver such additional instruments and documents from time to time as Bank shall reasonably request to perfect and maintain the perfection and priority of Bank's security interest in the Collateral;

(i) Grantor shall (i) give Bank not less than thirty (30) days prior written notice of the filing of any applications or registrations of Copyrights with the United States Copyright Office and the Canadian equivalent thereof, including the title of such intellectual property rights to be registered, as such title will appear on such applications or registrations, and the date such applications or registrations will be filed; (ii) prior to the filing of any such applications or registrations, execute such documents as Bank may reasonably request for Bank to maintain its perfection in such intellectual property rights to be registered by such Bank; (iii) upon the request of Bank, either deliver to Bank or file such documents simultaneously with the filing of any such applications or registrations; (iv) upon filing any such applications or registrations, promptly provide Bank with a copy of such applications or registrations together with any exhibits, evidence of the filing of any documents requested by Bank to be filed for Bank to maintain the perfection and priority of its security interest in such intellectual property rights, and the date of such filing;

(j) Grantor shall (i) protect, defend and maintain the validity and enforceability of the trade secrets, Trademarks, Patents and Copyrights, (ii) use commercially reasonable efforts to detect infringements of the Trademarks, Patents and Copyrights and promptly advise Bank in writing of material infringements detected and (iii) not allow any material Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Bank, which shall not be unreasonably withheld;

(k) Subject to the execution of a subordination agreement with MMV Finance Inc., this Agreement creates, and in the case of after acquired Collateral, this Agreement will create at the time Grantor first has rights in such after acquired Collateral, in favor of Bank a valid and perfected first priority security interest in the Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Agreement upon making the filings referred to in clause (l) below;

(l) To its knowledge, except for, and upon, the filing with the Secretary of State of Delaware with respect to all Collateral, the United States Patent and Trademark Office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights necessary to perfect the security interests created hereunder, and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any United States governmental authority or United States regulatory body is required either (i) for the grant by Grantor of the security interest granted hereby or for the execution, delivery or performance of this Agreement by Grantor in the United States or (ii) for the perfection in the United States or the exercise by Bank of its rights and remedies hereunder;

(m) All information heretofore, herein or hereafter supplied to Bank by or on behalf of Grantor with respect to the Collateral is accurate and complete in all material respects;

(n) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Bank's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts; and

(o) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Bank in writing of any event that materially adversely affects the value of any Collateral, the ability of Grantor to dispose of any Collateral or the rights and remedies of Bank in relation thereto, including the levy of any legal process against any of the Collateral.

4. Bank's Rights. Bank shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this Agreement to take but which Grantor fails to take, after fifteen (15) days notice to Grantor. Grantor shall reimburse and indemnify Bank for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this Section 4.

5. Inspection and Audit Rights. Grantor hereby grants to Bank and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to Grantor, any of Grantor's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Grantor and as often as may be reasonably requested. Bank may audit the Collateral to confirm compliance with this Agreement, provided such audit may not occur more often than twice per year, unless an Event of Default (as defined below) has occurred and is continuing. Borrower shall reimburse and indemnify Bank for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this Section 5.

6. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Bank, to perfect Bank's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Bank the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Bank as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Bank's discretion, to take any action and to execute any instrument which Bank may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B and Exhibit C, thereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law and (iii) after the occurrence of an Event of Default, to transfer the Collateral into the name of Bank or a third party to the extent permitted under the California Uniform Commercial Code.

7. Events of Default. The occurrence of any of the following shall constitute an Event of Default under the Agreement:

(a) An Event of Default occurs under the Loan Agreement; or

(b) Grantor breaches any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within five (5) days of the occurrence of such breach.

8. Remedies. Upon the occurrence and continuance of an Event of Default, Bank shall have the right to exercise all the remedies of a secured party under the California Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Collateral and any tangible property in which Bank has a security interest and to make it available to Bank at a place designated by Bank. Bank shall have a nonexclusive, royalty free license to use the Copyrights, Patents and Trademarks to the extent reasonably necessary to permit Bank to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable attorneys' fees) incurred by Bank in connection with the exercise of any of Bank's rights

hereunder, including without limitation any expense incurred in disposing of the Collateral. All of Bank's rights and remedies with respect to the Collateral shall be cumulative.

9. Indemnity. Grantor agrees to defend, indemnify and hold harmless Bank and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Bank as a result of or in any way arising out of, following or consequential to transactions between Bank and Grantor, whether under this Agreement or otherwise (including without limitation reasonable attorneys' fees and reasonable expenses), except for losses arising from or out of Bank's gross negligence or willful misconduct.

10. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

11. Attorneys' Fees. If any action relating to this Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.

12. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto.

13. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

14. California Law and Jurisdiction; Jury Waiver. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of California, without regard to principles of conflicts of law. Jurisdiction shall lie in the State of California. THE UNDERSIGNED ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED UNDER CERTAIN CIRCUMSTANCES. TO THE EXTENT PERMITTED BY LAW, EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS, HIS OR HER CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THE MUTUAL BENEFIT OF ALL PARTIES, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OTHER DOCUMENT, INSTRUMENT OR AGREEMENT BETWEEN THE UNDERSIGNED PARTIES.

15. REFERENCE PROVISION.

15.1 In the event the Jury Trial Waiver set forth above is not enforceable, the parties elect to proceed under this Judicial Reference Provision.

15.2 With the exception of the items specified in Section 15.3 below, any controversy, dispute or claim (each, a "Claim") between the parties arising out of or relating to this Agreement or any other document, instrument or agreement between the undersigned parties (collectively in this Section, the "Loan Documents"), will be resolved by a reference proceeding in California in accordance with the provisions of Sections 638 et seq. of the California Code of Civil Procedure ("CCP"), or their successor sections, which shall constitute the exclusive remedy for the resolution of any Claim, including whether the Claim is subject to the reference proceeding. Except as otherwise provided in the Loan Documents, venue for the reference proceeding will be in the Superior Court in the County where the real property involved in the action, if any, is located or in a County where venue is otherwise appropriate under applicable law (the "Court").

15.3 The matters that shall not be subject to a reference are the following: (i) nonjudicial foreclosure of any security interests in real or personal property, (ii) exercise of selfhelp remedies (including, without limitation, set-off), (iii) appointment of a receiver and (iv) temporary, provisional or ancillary remedies (including, without limitation, writs of attachment, writs of possession, temporary restraining orders or preliminary injunctions). This Agreement does not limit the right of any party to exercise or oppose any of the rights and remedies described in clauses (i) and (ii) or to seek or oppose from a court of competent jurisdiction any of the items described in

clauses (iii) and (iv). The exercise of, or opposition to, any of those items does not waive the right of any party to a reference pursuant to this Agreement.

15.4 The referee shall be a retired Judge or Justice selected by mutual written agreement of the parties. If the parties do not agree within ten (10) days of a written request to do so by any party, then, upon request of any party, the referee shall be selected by the Presiding Judge of the Court (or his or her representative). A request for appointment of a referee may be heard on an ex parte or expedited basis, and the parties agree that irreparable harm would result if ex parte relief is not granted.

15.5 The parties agree that time is of the essence in conducting the reference proceedings. Accordingly, the referee shall be requested, subject to change in the time periods specified herein for good cause shown, to (i) set the matter for a status and trial-setting conference within fifteen (15) days after the date of selection of the referee, (ii) if practicable, try all issues of law or fact within one hundred twenty (120) days after the date of the conference and (iii) report a statement of decision within twenty (20) days after the matter has been submitted for decision.

15.6 The referee will have power to expand or limit the amount and duration of discovery. The referee may set or extend discovery deadlines or cutoffs for good cause, including a party's failure to provide requested discovery for any reason whatsoever. Unless otherwise ordered based upon good cause shown, no party shall be entitled to "priority" in conducting discovery, depositions may be taken by either party upon seven (7) days written notice, and all other discovery shall be responded to within fifteen (15) days after service. All disputes relating to discovery which cannot be resolved by the parties shall be submitted to the referee whose decision shall be final and binding.

15.7 Except as expressly set forth in this Agreement, the referee shall determine the manner in which the reference proceeding is conducted including the time and place of hearings, the order of presentation of evidence, and all other questions that arise with respect to the course of the reference proceeding. All proceedings and hearings conducted before the referee, except for trial, shall be conducted without a court reporter, except that when any party so requests, a court reporter will be used at any hearing conducted before the referee, and the referee will be provided a courtesy copy of the transcript. The party making such a request shall have the obligation to arrange for and pay the court reporter. Subject to the referee's power to award costs to the prevailing party, the parties will equally share the cost of the referee and the court reporter at trial.

15.8 The referee shall be required to determine all issues in accordance with existing case law and the statutory laws of the State of California. The rules of evidence applicable to proceedings at law in the State of California will be applicable to the reference proceeding. The referee shall be empowered to enter equitable as well as legal relief, enter equitable orders that will be binding on the parties and rule on any motion which would be authorized in a court proceeding, including without limitation motions for summary judgment or summary adjudication. The referee shall issue a decision at the close of the reference proceeding which disposes of all claims of the parties that are the subject of the reference. Pursuant to CCP § 644, such decision shall be entered by the Court as a judgment or an order in the same manner as if the action had been tried by the Court and any such decision will be final, binding and conclusive. The parties reserve the right to appeal from the final judgment or order or from any appealable decision or order entered by the referee. The parties reserve the right to findings of fact, conclusions of law, a written statement of decision, and the right to move for a new trial or a different judgment, which new trial, if granted, is also to be a reference proceeding under this provision.

15.9 If the enabling legislation which provides for appointment of a referee is repealed (and no successor statute is enacted), any dispute between the parties that would otherwise be determined by reference procedure will be resolved and determined by arbitration. The arbitration will be conducted by a retired judge or Justice, in accordance with the California Arbitration Act §1280 through §1294.2 of the CCP as amended from time to time. The limitations with respect to discovery set forth above shall apply to any such arbitration proceeding.

15.10 THE PARTIES RECOGNIZE AND AGREE THAT ALL CONTROVERSIES, DISPUTES AND CLAIMS RESOLVED UNDER THIS REFERENCE PROVISION WILL BE DECIDED BY A REFEREE AND NOT BY A JURY. AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO

CONSULT) WITH COUNSEL OF ITS, HIS OR HER OWN CHOICE, EACH PARTY KNOWINGLY AND VOLUNTARILY, AND FOR THE MUTUAL BENEFIT OF ALL PARTIES, AGREES THAT THIS REFERENCE PROVISION WILL APPLY TO ANY CONTROVERSY, DISPUTE OR CLAIM BETWEEN OR AMONG THEM ARISING OUT OF OR IN ANY WAY RELATED TO, THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS.

[Remainder of Page Intentionally Left Blank]

[Signature Page to Intellectual Property Security Agreement (1032409)]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Address of Grantor:

800 Division Street
Cobourg, Ontario K9A 5V2
Fax: (888) 672-1729

GRANTOR:

ARXX CORPORATION,
a Delaware corporation

By: Mourant

Name: P. Gael Mourant

Title: Chief Executive Officer

Address of Bank:

Suite 2210, South Tower
Royal Bank Plaza, P.O. Box 61
Toronto, Ontario, Canada M4W 3E2
Attn: Robert C. Rosen
Fax: (416) 367-2460

BANK:

COMERICA BANK

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

Address of Grantor:

800 Division Street
Cobourg, Ontario K9A 5V2
Fax: (888) 672-1729

ARXX CORPORATION,
a Delaware corporation

By: _____

Name: _____

Title: _____

BANK:

Address of Bank:

Suite 2210, South Tower
Royal Bank Plaza, P.O. Box 61
Toronto, Ontario, Canada M4W 3E2
Attn: Robert C. Rosen
Fax: (416) 367-2460

COMERICA BANK

By: _____ *[Signature]*

Name: B. ARKMAN

Title: VP

EXHIBIT A

Copyrights

NONE.

EXHIBIT B

Patents

Title	Patent No.	Date	Year	Inventor
Wall clip and shim adapted for insulating concrete walls and similar materials	12/790267			

EXHIBIT C

Trademarks

NONE.

INTELLECTUAL PROPERTY SECURITY AGREEMENT
(ARXX BUILDING PRODUCTS U.S.A. INC.)

This Intellectual Property Security Agreement (this "Agreement") is made as of September 24, 2010, by and between ARXX BUILDING PRODUCTS U.S.A. INC., a Delaware corporation ("Grantor"), and COMERICA BANK, a Texas banking association and authorized foreign bank under the Bank Act (Canada) ("Bank").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations (the "Financial Accommodations") to Arxx Building Products Inc., a company existing under the Business Corporation Act (Ontario) (the "Borrower") in the amounts and manner set forth in that certain Loan Agreement (as amended from time to time, the "Loan Agreement"), dated as of even date herewith, by and among Bank, Borrower, Grantor and other parties party thereto. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

B. Bank is willing to make the Financial Accommodations to Borrower, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in all of Grantor's right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of the Obligations (as defined in the Loan Agreement), Grantor hereby grants a security interest and mortgage to Bank, as security, in and to Grantor's entire right, title and interest in, to and under the following (all of which shall collectively be called the "Collateral"):

(a) Any and all copyrights, domestic and foreign (whether registered or unregistered), now owned or existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including without limitation all registrations, recordings and applications in the Canadian Copyright Office or United States Copyright office or in any similar office in any other country, and all reissues, extensions or renewals thereof and those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

(d) Any and all patents, patent applications and intellectual or industrial property underlying such patents or patent applications, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any and all trademarks and trade names, registered and unregistered of the Grantor or predecessor of the Grantor including, without limitation those set forth on Exhibit C attached hereto and including without limitation (collectively, the "Trademarks"):

(i) all designs, logos, indicia, trade names, corporate names, company names, business names, trade styles, service marks, logos and other source or business identifiers;

(ii) all fictitious characters;

(iii) all prints and labels on which any of the foregoing have appeared or appear or shall appear;

- (iv) all registrations and applications that have been or shall be made or filed in the Canadian Intellectual Property Office or United States Patent and Trademark Office or any similar office in any other country or political subdivision thereof and all records thereof and all reissues, extensions, or renewals thereof;
 - (v) all goodwill associated with or symbolized by any of the foregoing; and
 - (vi) all common law and other rights in the above;
 - (f) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
 - (g) Any and all licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;
 - (h) Any and all amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and
 - (i) Any and all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.
2. Authorization and Request. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this security agreement.
3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:
- (a) Grantor is now the sole owner of the Collateral, except for non-exclusive licenses granted by Grantor to its customers in the ordinary course of business;
 - (b) Except as set forth in the Exhibit, Grantor's rights as a licensee of the Collateral do not give rise to more than five percent (5%) of its gross revenue in any given month, including without limitation revenue derived from the sale, licensing, rendering or disposition of any product or service;
 - (c) Performance of this Agreement does not conflict with or result in a breach of any agreement to which Grantor is party or by which Grantor is bound;
 - (d) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for non-exclusive licenses granted by Grantor in the ordinary course of business or as set forth in this Agreement;
 - (e) Each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and, to the best knowledge of Grantor, no claim has been made that any part of the Collateral violates the rights of any third party;
 - (f) Grantor shall deliver to Bank within thirty (30) days of the last day of each fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Bank, listing any applications or registrations that Grantor has made or filed in respect of any Collateral and the status of any outstanding applications or registrations, as well as any material change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent or Copyright not specified in this Agreement;
 - (g) Grantor shall promptly register or cause to be promptly registered (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, and the Canadian equivalents those registerable intellectual property rights now owned or hereafter developed or

acquired by Grantor, to the extent that Grantor, in its reasonable business judgment, deems it appropriate to so protect such intellectual property rights;

(h) Grantor shall promptly give Bank written notice of any applications or registrations of intellectual property rights filed with the United States Patent and Trademark office of the Canadian equivalent thereof, including the date of such filing and the registration or applications numbers, if any. Grantor shall executed and deliver such additional instruments and documents from time to time as Bank shall reasonably request to perfect and maintain the perfection and priority of Bank's security interest in the Collateral;

(i) Grantor shall (i) give Bank not less than thirty (30) days prior written notice of the filing of any applications or registrations of Copyrights with the United States Copyright Office and the Canadian equivalent thereof, including the title of such intellectual property rights to be registered, as such title will appear on such applications or registrations, and the date such applications or registrations will be filed; (ii) prior to the filing of any such applications or registrations, execute such documents as Bank may reasonably request for Bank to maintain its perfection in such intellectual property rights to be registered by such Bank; (iii) upon the request of Bank, either deliver to Bank or file such documents simultaneously with the filing of any such applications or registrations; (iv) upon filing any such applications or registrations, promptly provide Bank with a copy of such applications or registrations together with any exhibits, evidence of the filing of any documents requested by Bank to be filed for Bank to maintain the perfection and priority of its security interest in such intellectual property rights, and the date of such filing;

(j) Grantor shall (i) protect, defend and maintain the validity and enforceability of the trade secrets, Trademarks, Patents and Copyrights, (ii) use commercially reasonable efforts to detect infringements of the Trademarks, Patents and Copyrights and promptly advise Bank in writing of material infringements detected and (iii) not allow any material Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Bank, which shall not be unreasonably withheld;

(k) Subject to the execution of a subordination agreement with MMV Finance Inc., this Agreement creates, and in the case of after acquired Collateral, this Agreement will create at the time Grantor first has rights in such after acquired Collateral, in favor of Bank a valid and perfected first priority security interest in the Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Agreement upon making the filings referred to in clause (l) below;

(l) To its knowledge, except for, and upon, the filing with the Secretary of State of Delaware with respect to all Collateral, the United States Patent and Trademark Office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights necessary to perfect the security interests created hereunder, and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any United States governmental authority or United States regulatory body is required either (i) for the grant by Grantor of the security interest granted hereby or for the execution, delivery or performance of this Agreement by Grantor in the United States or (ii) for the perfection in the United States or the exercise by Bank of its rights and remedies hereunder;

(m) All information heretofore, herein or hereafter supplied to Bank by or on behalf of Grantor with respect to the Collateral is accurate and complete in all material respects;

(n) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Bank's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts; and

(o) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Bank in writing of any event that materially adversely affects the value of any Collateral, the ability of Grantor to dispose of any Collateral or the rights and remedies of Bank in relation thereto, including the levy of any legal process against any of the Collateral.

4. Bank's Rights. Bank shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this Agreement to take but which Grantor fails to take, after fifteen (15) days notice to Grantor. Grantor shall reimburse and indemnify Bank for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this Section 4.

5. Inspection and Audit Rights. Grantor hereby grants to Bank and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to Grantor, any of Grantor's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Grantor and as often as may be reasonably requested. Bank may audit the Collateral to confirm compliance with this Agreement, provided such audit may not occur more often than twice per year, unless an Event of Default (as defined below) has occurred and is continuing. Borrower shall reimburse and indemnify Bank for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this Section 5.

6. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Bank, to perfect Bank's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Bank the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Bank as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Bank's discretion, to take any action and to execute any instrument which Bank may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B and Exhibit C, thereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law and (iii) after the occurrence of an Event of Default, to transfer the Collateral into the name of Bank or a third party to the extent permitted under the California Uniform Commercial Code.

7. Events of Default. The occurrence of any of the following shall constitute an Event of Default under the Agreement:

(a) An Event of Default occurs under the Loan Agreement; or

(b) Grantor breaches any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within five (5) days of the occurrence of such breach.

8. Remedies. Upon the occurrence and continuance of an Event of Default, Bank shall have the right to exercise all the remedies of a secured party under the California Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Collateral and any tangible property in which Bank has a security interest and to make it available to Bank at a place designated by Bank. Bank shall have a nonexclusive, royalty free license to use the Copyrights, Patents and Trademarks to the extent reasonably necessary to permit Bank to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable attorneys' fees) incurred by Bank in connection with the exercise of any of Bank's rights

hereunder, including without limitation any expense incurred in disposing of the Collateral. All of Bank's rights and remedies with respect to the Collateral shall be cumulative.

9. Indemnity. Grantor agrees to defend, indemnify and hold harmless Bank and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Bank as a result of or in any way arising out of, following or consequential to transactions between Bank and Grantor, whether under this Agreement or otherwise (including without limitation reasonable attorneys' fees and reasonable expenses), except for losses arising from or out of Bank's gross negligence or willful misconduct.

10. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

11. Attorneys' Fees. If any action relating to this Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.

12. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto.

13. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

14. California Law and Jurisdiction; Jury Waiver. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of California, without regard to principles of conflicts of law. Jurisdiction shall lie in the State of California. THE UNDERSIGNED ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED UNDER CERTAIN CIRCUMSTANCES. TO THE EXTENT PERMITTED BY LAW, EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS, HIS OR HER CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THE MUTUAL BENEFIT OF ALL PARTIES, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OTHER DOCUMENT, INSTRUMENT OR AGREEMENT BETWEEN THE UNDERSIGNED PARTIES.

15. REFERENCE PROVISION.

15.1 In the event the Jury Trial Waiver set forth above is not enforceable, the parties elect to proceed under this Judicial Reference Provision.

15.2 With the exception of the items specified in Section 15.3 below, any controversy, dispute or claim (each, a "Claim") between the parties arising out of or relating to this Agreement or any other document, instrument or agreement between the undersigned parties (collectively in this Section, the "Loan Documents"), will be resolved by a reference proceeding in California in accordance with the provisions of Sections 638 et seq. of the California Code of Civil Procedure ("CCP"), or their successor sections, which shall constitute the exclusive remedy for the resolution of any Claim, including whether the Claim is subject to the reference proceeding. Except as otherwise provided in the Loan Documents, venue for the reference proceeding will be in the Superior Court in the County where the real property involved in the action, if any, is located or in a County where venue is otherwise appropriate under applicable law (the "Court").

15.3 The matters that shall not be subject to a reference are the following: (i) nonjudicial foreclosure of any security interests in real or personal property, (ii) exercise of self-help remedies (including, without limitation, set-off), (iii) appointment of a receiver and (iv) temporary, provisional or ancillary remedies (including, without limitation, writs of attachment, writs of possession, temporary restraining orders or preliminary injunctions). This Agreement does not limit the right of any party to exercise or oppose any of the rights and remedies described in clauses (i) and (ii) or to seek or oppose from a court of competent jurisdiction any of the items described in

clauses (iii) and (iv). The exercise of, or opposition to, any of those items does not waive the right of any party to a reference pursuant to this Agreement.

15.4 The referee shall be a retired Judge or Justice selected by mutual written agreement of the parties. If the parties do not agree within ten (10) days of a written request to do so by any party, then, upon request of any party, the referee shall be selected by the Presiding Judge of the Court (or his or her representative). A request for appointment of a referee may be heard on an ex parte or expedited basis, and the parties agree that irreparable harm would result if ex parte relief is not granted.

15.5 The parties agree that time is of the essence in conducting the reference proceedings. Accordingly, the referee shall be requested, subject to change in the time periods specified herein for good cause shown, to (i) set the matter for a status and trial-setting conference within fifteen (15) days after the date of selection of the referee, (ii) if practicable, try all issues of law or fact within one hundred twenty (120) days after the date of the conference and (iii) report a statement of decision within twenty (20) days after the matter has been submitted for decision.

15.6 The referee will have power to expand or limit the amount and duration of discovery. The referee may set or extend discovery deadlines or cutoffs for good cause, including a party's failure to provide requested discovery for any reason whatsoever. Unless otherwise ordered based upon good cause shown, no party shall be entitled to "priority" in conducting discovery, depositions may be taken by either party upon seven (7) days written notice, and all other discovery shall be responded to within fifteen (15) days after service. All disputes relating to discovery which cannot be resolved by the parties shall be submitted to the referee whose decision shall be final and binding.

15.7 Except as expressly set forth in this Agreement, the referee shall determine the manner in which the reference proceeding is conducted including the time and place of hearings, the order of presentation of evidence, and all other questions that arise with respect to the course of the reference proceeding. All proceedings and hearings conducted before the referee, except for trial, shall be conducted without a court reporter, except that when any party so requests, a court reporter will be used at any hearing conducted before the referee, and the referee will be provided a courtesy copy of the transcript. The party making such a request shall have the obligation to arrange for and pay the court reporter. Subject to the referee's power to award costs to the prevailing party, the parties will equally share the cost of the referee and the court reporter at trial.

15.8 The referee shall be required to determine all issues in accordance with existing case law and the statutory laws of the State of California. The rules of evidence applicable to proceedings at law in the State of California will be applicable to the reference proceeding. The referee shall be empowered to enter equitable as well as legal relief, enter equitable orders that will be binding on the parties and rule on any motion which would be authorized in a court proceeding, including without limitation motions for summary judgment or summary adjudication. The referee shall issue a decision at the close of the reference proceeding which disposes of all claims of the parties that are the subject of the reference. Pursuant to CCP § 644, such decision shall be entered by the Court as a judgment or an order in the same manner as if the action had been tried by the Court and any such decision will be final, binding and conclusive. The parties reserve the right to appeal from the final judgment or order or from any appealable decision or order entered by the referee. The parties reserve the right to findings of fact, conclusions of laws, a written statement of decision, and the right to move for a new trial or a different judgment, which new trial, if granted, is also to be a reference proceeding under this provision.

15.9 If the enabling legislation which provides for appointment of a referee is repealed (and no successor statute is enacted), any dispute between the parties that would otherwise be determined by reference procedure will be resolved and determined by arbitration. The arbitration will be conducted by a retired judge or Justice, in accordance with the California Arbitration Act §1280 through §1294.2 of the CCP as amended from time to time. The limitations with respect to discovery set forth above shall apply to any such arbitration proceeding.

15.10 THE PARTIES RECOGNIZE AND AGREE THAT ALL CONTROVERSIES, DISPUTES AND CLAIMS RESOLVED UNDER THIS REFERENCE PROVISION WILL BE DECIDED BY A REFEREE AND NOT BY A JURY. AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO

CONSULT) WITH COUNSEL OF ITS, HIS OR HER OWN CHOICE, EACH PARTY KNOWINGLY AND VOLUNTARILY, AND FOR THE MUTUAL BENEFIT OF ALL PARTIES, AGREES THAT THIS REFERENCE PROVISION WILL APPLY TO ANY CONTROVERSY, DISPUTE OR CLAIM BETWEEN OR AMONG THEM ARISING OUT OF OR IN ANY WAY RELATED TO, THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Address of Grantor:

800 Division Street
Cobourg, Ontario K9A 5V2
Fax: (888) 672-1729

GRANTOR:

ARXX BUILDING PRODUCTS U.S.A. INC.,
a Delaware corporation

By: *monant*

Name: *P. Gael Noerant*

Title: *Chief Executive Officer*

Address of Bank:

Suite 2210, South Tower
Royal Bank Plaza, P.O. Box 61
Toronto, Ontario, Canada M4W 3E2
Attn: Robert C. Rosen
Fax: (416) 367-2460

BANK:

COMERICA BANK

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

Address of Grantor:
800 Division Street
Cobourg, Ontario K9A 5V2
Fax: (888) 672-1729

ARXX BUILDING PRODUCTS U.S.A. INC.,
a Delaware corporation

By: _____

Name: _____

Title: _____

BANK:

Address of Bank:
Suite 2210, South Tower
Royal Bank Plaza, P.O. Box 61
Toronto, Ontario, Canada M4W 3E2
Attn: Robert C. Rosen
Fax: (416) 367-2460

COMERICA BANK

By:  _____

Name: B. Alkman

Title: VP

291

265

EXHIBIT A

Copyrights

NONE.

EXHIBIT B

Patents

NONE.

EXHIBIT C

Trademarks

NONE.

INTELLECTUAL PROPERTY SECURITY AGREEMENT
(ECB HOLDINGS, LLC)

This Intellectual Property Security Agreement (this "Agreement") is made as of September 24, 2010, by and between ECB HOLDINGS, LLC, a Delaware limited liability company ("Grantor"), and COMERICA BANK, a Texas banking association and authorized foreign bank under the Bank Act (Canada) ("Bank").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations (the "Financial Accommodations") to Arxx Building Products Inc., a company existing under the Business Corporation Act (Ontario) (the "Borrower") in the amounts and manner set forth in that certain Loan Agreement (as amended from time to time, the "Loan Agreement"), dated as of even date herewith, by and among Bank, Borrower, Grantor and other parties party thereto. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

B. Bank is willing to make the Financial Accommodations to Borrower, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in all of Grantor's right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

I. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of the Obligations (as defined in the Loan Agreement), Grantor hereby grants a security interest and mortgage to Bank, as security, in and to Grantor's entire right, title and interest in, to and under the following (all of which shall collectively be called the "Collateral"):

(a) Any and all copyrights, domestic and foreign (whether registered or unregistered), now owned or existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including without limitation all registrations, recordings and applications in the Canadian Copyright Office or United States Copyright office or in any similar office in any other country, and all reissues, extensions or renewals thereof and those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

(d) Any and all patents, patent applications and intellectual or industrial property underlying such patents or patent applications, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any and all trademarks and trade names, registered and unregistered of the Grantor or predecessor of the Grantor including, without limitation those set forth on Exhibit C attached hereto and including without limitation (collectively, the "Trademarks"):

- (i) all designs, logos, indicia, trade names, corporate names, company names, business names, trade styles, service marks, logos and other source or business identifiers;
- (ii) all fictitious characters;
- (iii) all prints and labels on which any of the foregoing have appeared or appear or shall appear;

- (iv) all registrations and applications that have been or shall be made or filed in the Canadian Intellectual Property Office or United States Patent and Trademark Office or any similar office in any other country or political subdivision thereof and all records thereof and all reissues, extensions, or renewals thereof;
- (v) all goodwill associated with or symbolized by any of the foregoing; and
- (vi) all common law and other rights in the above;
- (f) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
- (g) Any and all licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- (h) Any and all amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and
- (i) Any and all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Authorization and Request. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this security agreement.

3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

- (a) Grantor is now the sole owner of the Collateral, except for non-exclusive licenses granted by Grantor to its customers in the ordinary course of business;
- (b) Except as set forth in the Exhibit, Grantor's rights as a licensee of the Collateral do not give rise to more than five percent (5%) of its gross revenue in any given month, including without limitation revenue derived from the sale, licensing, rendering or disposition of any product or service;
- (c) Performance of this Agreement does not conflict with or result in a breach of any agreement to which Grantor is party or by which Grantor is bound;
- (d) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for non-exclusive licenses granted by Grantor in the ordinary course of business or as set forth in this Agreement;
- (e) Each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and, to the best knowledge of Grantor, no claim has been made that any part of the Collateral violates the rights of any third party;
- (f) Grantor shall deliver to Bank within thirty (30) days of the last day of each fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Bank, listing any applications or registrations that Grantor has made or filed in respect of any Collateral and the status of any outstanding applications or registrations, as well as any material change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent or Copyright not specified in this Agreement;
- (g) Grantor shall promptly register or cause to be promptly registered (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, and the Canadian equivalents those registerable intellectual property rights now owned or hereafter developed or

acquired by Grantor, to the extent that Grantor, in its reasonable business judgment, deems it appropriate to so protect such intellectual property rights;

(h) Grantor shall promptly give Bank written notice of any applications or registrations of intellectual property rights filed with the United States Patent and Trademark office of the Canadian equivalent thereof, including the date of such filing and the registration or applications numbers, if any. Grantor shall execute and deliver such additional instruments and documents from time to time as Bank shall reasonably request to perfect and maintain the perfection and priority of Bank's security interest in the Collateral;

(i) Grantor shall (i) give Bank not less than thirty (30) days prior written notice of the filing of any applications or registrations of Copyrights with the United States Copyright Office and the Canadian equivalent thereof, including the title of such intellectual property rights to be registered, as such title will appear on such applications or registrations, and the date such applications or registrations will be filed; (ii) prior to the filing of any such applications or registrations, execute such documents as Bank may reasonably request for Bank to maintain its perfection in such intellectual property rights to be registered by such Bank; (iii) upon the request of Bank, either deliver to Bank or file such documents simultaneously with the filing of any such applications or registrations; (iv) upon filing any such applications or registrations, promptly provide Bank with a copy of such applications or registrations together with any exhibits, evidence of the filing of any documents requested by Bank to be filed for Bank to maintain the perfection and priority of its security interest in such intellectual property rights, and the date of such filing;

(j) Grantor shall (i) protect, defend and maintain the validity and enforceability of the trade secrets, Trademarks, Patents and Copyrights, (ii) use commercially reasonable efforts to detect infringements of the Trademarks, Patents and Copyrights and promptly advise Bank in writing of material infringements detected and (iii) not allow any material Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Bank, which shall not be unreasonably withheld;

(k) Subject to the execution of a subordination agreement with MMV Finance Inc., this Agreement creates, and in the case of after acquired Collateral, this Agreement will create at the time Grantor first has rights in such after acquired Collateral, in favor of Bank a valid and perfected first priority security interest in the Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Agreement upon making the filings referred to in clause (l) below;

(l) To its knowledge, except for, and upon, the filing with the Secretary of State of Delaware with respect to all Collateral, the United States Patent and Trademark Office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights necessary to perfect the security interests created hereunder, and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any United States governmental authority or United States regulatory body is required either (i) for the grant by Grantor of the security interest granted hereby or for the execution, delivery or performance of this Agreement by Grantor in the United States or (ii) for the perfection in the United States or the exercise by Bank of its rights and remedies hereunder;

(m) All information heretofore, herein or hereafter supplied to Bank by or on behalf of Grantor with respect to the Collateral is accurate and complete in all material respects;

(n) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Bank's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts; and

(o) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Bank in writing of any event that materially adversely affects the value of any Collateral, the ability of Grantor to dispose of any Collateral or the rights and remedies of Bank in relation thereto, including the levy of any legal process against any of the Collateral.

4. Bank's Rights. Bank shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this Agreement to take but which Grantor fails to take, after fifteen (15) days notice to Grantor. Grantor shall reimburse and indemnify Bank for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this Section 4.

5. Inspection and Audit Rights. Grantor hereby grants to Bank and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to Grantor, any of Grantor's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Grantor and as often as may be reasonably requested. Bank may audit the Collateral to confirm compliance with this Agreement, provided such audit may not occur more often than twice per year, unless an Event of Default (as defined below) has occurred and is continuing. Borrower shall reimburse and indemnify Bank for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this Section 5.

6. Further Assurances: Attorney in Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Bank, to perfect Bank's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Bank the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Bank as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Bank's discretion, to take any action and to execute any instrument which Bank may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B and Exhibit C, thereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law and (iii) after the occurrence of an Event of Default, to transfer the Collateral into the name of Bank or a third party to the extent permitted under the California Uniform Commercial Code.

7. Events of Default. The occurrence of any of the following shall constitute an Event of Default under the Agreement:

(a) An Event of Default occurs under the Loan Agreement; or

(b) Grantor breaches any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within five (5) days of the occurrence of such breach.

8. Remedies. Upon the occurrence and continuance of an Event of Default, Bank shall have the right to exercise all the remedies of a secured party under the California Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Collateral and any tangible property in which Bank has a security interest and to make it available to Bank at a place designated by Bank. Bank shall have a nonexclusive, royalty free license to use the Copyrights, Patents and Trademarks to the extent reasonably necessary to permit Bank to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable attorneys' fees) incurred by Bank in connection with the exercise of any of Bank's rights

hereunder, including without limitation any expense incurred in disposing of the Collateral. All of Bank's rights and remedies with respect to the Collateral shall be cumulative.

9. Indemnity. Grantor agrees to defend, indemnify and hold harmless Bank and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Bank as a result of or in any way arising out of, following or consequential to transactions between Bank and Grantor, whether under this Agreement or otherwise (including without limitation reasonable attorneys' fees and reasonable expenses), except for losses arising from or out of Bank's gross negligence or willful misconduct.

10. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

11. Attorneys' Fees. If any action relating to this Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.

12. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto.

13. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

14. California Law and Jurisdiction: Jury Waiver. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of California, without regard to principles of conflicts of law. Jurisdiction shall lie in the State of California. THE UNDERSIGNED ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED UNDER CERTAIN CIRCUMSTANCES. TO THE EXTENT PERMITTED BY LAW, EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS, HIS OR HER CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THE MUTUAL BENEFIT OF ALL PARTIES, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OTHER DOCUMENT, INSTRUMENT OR AGREEMENT BETWEEN THE UNDERSIGNED PARTIES.

15. REFERENCE PROVISION.

15.1 In the event the Jury Trial Waiver set forth above is not enforceable, the parties elect to proceed under this Judicial Reference Provision.

15.2 With the exception of the items specified in Section 15.3 below, any controversy, dispute or claim (each, a "Claim") between the parties arising out of or relating to this Agreement or any other document, instrument or agreement between the undersigned parties (collectively in this Section, the "Loan Documents"), will be resolved by a reference proceeding in California in accordance with the provisions of Sections 638 et seq. of the California Code of Civil Procedure ("CCP"), or their successor sections, which shall constitute the exclusive remedy for the resolution of any Claim, including whether the Claim is subject to the reference proceeding. Except as otherwise provided in the Loan Documents, venue for the reference proceeding will be in the Superior Court in the County where the real property involved in the action, if any, is located or in a County where venue is otherwise appropriate under applicable law (the "Court").

15.3 The matters that shall not be subject to a reference are the following: (i) nonjudicial foreclosure of any security interests in real or personal property, (ii) exercise of selfhelp remedies (including, without limitation, set-off), (iii) appointment of a receiver and (iv) temporary, provisional or ancillary remedies (including, without limitation, writs of attachment, writs of possession, temporary restraining orders or preliminary injunctions). This Agreement does not limit the right of any party to exercise or oppose any of the rights and remedies described in clauses (i) and (ii) or to seek or oppose from a court of competent jurisdiction any of the items described in

clauses (iii) and (iv). The exercise of, or opposition to, any of those items does not waive the right of any party to a reference pursuant to this Agreement.

15.4 The referee shall be a retired Judge or Justice selected by mutual written agreement of the parties. If the parties do not agree within ten (10) days of a written request to do so by any party, then, upon request of any party, the referee shall be selected by the Presiding Judge of the Court (or his or her representative). A request for appointment of a referee may be heard on an ex parte or expedited basis, and the parties agree that irreparable harm would result if ex parte relief is not granted.

15.5 The parties agree that time is of the essence in conducting the reference proceedings. Accordingly, the referee shall be requested, subject to change in the time periods specified herein for good cause shown, to (i) set the matter for a status and trial-setting conference within fifteen (15) days after the date of selection of the referee, (ii) if practicable, try all issues of law or fact within one hundred twenty (120) days after the date of the conference and (iii) report a statement of decision within twenty (20) days after the matter has been submitted for decision.

15.6 The referee will have power to expand or limit the amount and duration of discovery. The referee may set or extend discovery deadlines or cutoffs for good cause, including a party's failure to provide requested discovery for any reason whatsoever. Unless otherwise ordered based upon good cause shown, no party shall be entitled to "priority" in conducting discovery, depositions may be taken by either party upon seven (7) days written notice, and all other discovery shall be responded to within fifteen (15) days after service. All disputes relating to discovery which cannot be resolved by the parties shall be submitted to the referee whose decision shall be final and binding.

15.7 Except as expressly set forth in this Agreement, the referee shall determine the manner in which the reference proceeding is conducted including the time and place of hearings, the order of presentation of evidence, and all other questions that arise with respect to the course of the reference proceeding. All proceedings and hearings conducted before the referee, except for trial, shall be conducted without a court reporter, except that when any party so requests, a court reporter will be used at any hearing conducted before the referee, and the referee will be provided a courtesy copy of the transcript. The party making such a request shall have the obligation to arrange for and pay the court reporter. Subject to the referee's power to award costs to the prevailing party, the parties will equally share the cost of the referee and the court reporter at trial.

15.8 The referee shall be required to determine all issues in accordance with existing case law and the statutory laws of the State of California. The rules of evidence applicable to proceedings at law in the State of California will be applicable to the reference proceeding. The referee shall be empowered to enter equitable as well as legal relief, enter equitable orders that will be binding on the parties and rule on any motion which would be authorized in a court proceeding, including without limitation motions for summary judgment or summary adjudication. The referee shall issue a decision at the close of the reference proceeding which disposes of all claims of the parties that are the subject of the reference. Pursuant to CCP § 644, such decision shall be entered by the Court as a judgment or an order in the same manner as if the action had been tried by the Court and any such decision will be final, binding and conclusive. The parties reserve the right to appeal from the final judgment or order or from any appealable decision or order entered by the referee. The parties reserve the right to findings of fact, conclusions of laws, a written statement of decision, and the right to move for a new trial or a different judgment, which new trial, if granted, is also to be a reference proceeding under this provision.

15.9 If the enabling legislation which provides for appointment of a referee is repealed (and no successor statute is enacted), any dispute between the parties that would otherwise be determined by reference procedure will be resolved and determined by arbitration. The arbitration will be conducted by a retired judge or Justice, in accordance with the California Arbitration Act §1280 through §1294.2 of the CCP as amended from time to time. The limitations with respect to discovery set forth above shall apply to any such arbitration proceeding.

15.10 THE PARTIES RECOGNIZE AND AGREE THAT ALL CONTROVERSIES, DISPUTES AND CLAIMS RESOLVED UNDER THIS REFERENCE PROVISION WILL BE DECIDED BY A REFEREE AND NOT BY A JURY. AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO

300

CONSULT) WITH COUNSEL OF ITS, HIS OR HER OWN CHOICE, EACH PARTY KNOWINGLY AND VOLUNTARILY, AND FOR THE MUTUAL BENEFIT OF ALL PARTIES, AGREES THAT THIS REFERENCE PROVISION WILL APPLY TO ANY CONTROVERSY, DISPUTE OR CLAIM BETWEEN OR AMONG THEM ARISING OUT OF OR IN ANY WAY RELATED TO, THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Address of Grantor:

800 Division Street
Cobourg, Ontario K9A 5V2
Fax: (888) 672-1729

GRANTOR:

ECB HOLDINGS, LLC,
a Delaware limited liability company

By: Mourant

Name: P. Gael Mourant

Title: Chief Executive Officer

Address of Bank:

Suite 2210, South Tower
Royal Bank Plaza, P.O. Box 61
Toronto, Ontario, Canada M4W 3E2
Attn: Robert C. Rosen
Fax: (416) 367-2460

BANK:

COMERICA BANK

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

Address of Grantor:
800 Division Street
Cobourg, Ontario K9A 5V2
Fax: (888) 672-1729

ECB HOLDINGS, LLC,
a Delaware limited liability company

By: _____


Name: _____

Title: _____

BANK:

Address of Bank:
Suite 2210, South Tower
Royal Bank Plaza, P.O. Box 61
Toronto, Ontario, Canada M4W 3E2
Attn: Robert C. Rosen
Fax: (416) 367-2460

COMERICA BANK

By:  _____

Name: B. Aikman

Title: VP

EXHIBIT A

Copyrights

NONE.

EXHIBIT B

Patents

Concrete structures and methods of forming the same using extenders	09/848398	5/3/01	6,609,340	8/26/03
Concrete structure	09/848736	5/3/01	6,526,713	3/4/03
Tilt-up wall	09/821299	3/29/01	6,481,178	11/19/02
Latching system for components used in forming concrete structures	09/848595	5/3/01	6,438,918	8/27/02
Insulated concrete form	09/654024	9/1/00	6,363,683	4/2/02
Concrete form system ledge assembly and method	09/427374	10/25/99	6,336,301	1/8/02
Concrete form system and method	09/427373	10/25/99	6,318,040	11/20/01
Concrete form system connector link and method	09/426572	10/25/99	6,314,697	11/13/01
Insulated concrete form	09/008437	1/16/98	6,170,220	1/9/01
Concrete form system	08/899960	7/24/97	5,887,401	3/30/90

EXHIBIT C

Trademarks

Mark	App. No.	Reg. No.	Reg. Date	Exp. Date
ECO-BLOCK	75/866850	12/9/99	2,452,783	5/22/01

INTELLECTUAL PROPERTY SECURITY AGREEMENT
(APS HOLDINGS, LLC)

This Intellectual Property Security Agreement (this "Agreement") is made as of September 24, 2010, by and between APS HOLDINGS, LLC, a Delaware limited liability company ("Grantor"), and COMERICA BANK, a Texas banking association and authorized foreign bank under the *Bank Act* (Canada) ("Bank").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations (the "Financial Accommodations") to Arxx Building Products Inc., a company existing under the *Business Corporation Act* (Ontario) (the "Borrower") in the amounts and manner set forth in that certain Loan Agreement (as amended from time to time, the "Loan Agreement"), dated as of even date herewith, by and among Bank, Borrower, Grantor and other parties party thereto. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

B. Bank is willing to make the Financial Accommodations to Borrower, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in all of Grantor's right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of the Obligations (as defined in the Loan Agreement), Grantor hereby grants a security interest and mortgage to Bank, as security, in and to Grantor's entire right, title and interest in, to and under the following (all of which shall collectively be called the "Collateral"):

(a) Any and all copyrights, domestic and foreign (whether registered or unregistered), now owned or existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including without limitation all registrations, recordings and applications in the Canadian Copyright Office or United States Copyright office or in any similar office in any other country, and all reissues, extensions or renewals thereof and those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

(d) Any and all patents, patent applications and intellectual or industrial property underlying such patents or patent applications, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any and all trademarks and trade names, registered and unregistered of the Grantor or predecessor of the Grantor including, without limitation those set forth on Exhibit C attached hereto and including without limitation (collectively, the "Trademarks");

(i) all designs, logos, indicia, trade names, corporate names, company names, business names, trade styles, service marks, logos and other source or business identifiers;

(ii) all fictitious characters;

(iii) all prints and labels on which any of the foregoing have appeared or appear or shall appear;

- (iv) all registrations and applications that have been or shall be made or filed in the Canadian Intellectual Property Office or United States Patent and Trademark Office or any similar office in any other country or political subdivision thereof and all records thereof and all reissues, extensions, or renewals thereof;
- (v) all goodwill associated with or symbolized by any of the foregoing; and
- (vi) all common law and other rights in the above;
- (f) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
- (g) Any and all licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- (h) Any and all amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and
- (i) Any and all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Authorization and Request. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this security agreement.

3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

- (a) Grantor is now the sole owner of the Collateral, except for non-exclusive licenses granted by Grantor to its customers in the ordinary course of business;
- (b) Except as set forth in the Exhibit, Grantor's rights as a licensee of the Collateral do not give rise to more than five percent (5%) of its gross revenue in any given month, including without limitation revenue derived from the sale, licensing, rendering or disposition of any product or service;
- (c) Performance of this Agreement does not conflict with or result in a breach of any agreement to which Grantor is party or by which Grantor is bound;
- (d) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for non-exclusive licenses granted by Grantor in the ordinary course of business or as set forth in this Agreement;
- (e) Each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and, to the best knowledge of Grantor, no claim has been made that any part of the Collateral violates the rights of any third party;
- (f) Grantor shall deliver to Bank within thirty (30) days of the last day of each fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Bank, listing any applications or registrations that Grantor has made or filed in respect of any Collateral and the status of any outstanding applications or registrations, as well as any material change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent or Copyright not specified in this Agreement;
- (g) Grantor shall promptly register or cause to be promptly registered (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, and the Canadian equivalents those registerable intellectual property rights now owned or hereafter developed or

acquired by Grantor, to the extent that Grantor, in its reasonable business judgment, deems it appropriate to so protect such intellectual property rights;

(h) Grantor shall promptly give Bank written notice of any applications or registrations of intellectual property rights filed with the United States Patent and Trademark office of the Canadian equivalent thereof, including the date of such filing and the registration or applications numbers, if any. Grantor shall execute and deliver such additional instruments and documents from time to time as Bank shall reasonably request to perfect and maintain the perfection and priority of Bank's security interest in the Collateral;

(i) Grantor shall (i) give Bank not less than thirty (30) days prior written notice of the filing of any applications or registrations of Copyrights with the United States Copyright Office and the Canadian equivalent thereof, including the title of such intellectual property rights to be registered, as such title will appear on such applications or registrations, and the date such applications or registrations will be filed; (ii) prior to the filing of any such applications or registrations, execute such documents as Bank may reasonably request for Bank to maintain its perfection in such intellectual property rights to be registered by such Bank; (iii) upon the request of Bank, either deliver to Bank or file such documents simultaneously with the filing of any such applications or registrations; (iv) upon filing any such applications or registrations, promptly provide Bank with a copy of such applications or registrations together with any exhibits, evidence of the filing of any documents requested by Bank to be filed for Bank to maintain the perfection and priority of its security interest in such intellectual property rights, and the date of such filing;

(j) Grantor shall (i) protect, defend and maintain the validity and enforceability of the trade secrets, Trademarks, Patents and Copyrights, (ii) use commercially reasonable efforts to detect infringements of the Trademarks, Patents and Copyrights and promptly advise Bank in writing of material infringements detected and (iii) not allow any material Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Bank, which shall not be unreasonably withheld;

(k) Subject to the execution of a subordination agreement with MMV Finance Inc., this Agreement creates, and in the case of after acquired Collateral, this Agreement will create at the time Grantor first has rights in such after acquired Collateral, in favor of Bank a valid and perfected first priority security interest in the Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Agreement upon making the filings referred to in clause (l) below;

(l) To its knowledge, except for, and upon, the filing with the Secretary of State of Delaware with respect to all Collateral, the United States Patent and Trademark Office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights necessary to perfect the security interests created hereunder, and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any United States governmental authority or United States regulatory body is required either (i) for the grant by Grantor of the security interest granted hereby or for the execution, delivery or performance of this Agreement by Grantor in the United States or (ii) for the perfection in the United States or the exercise by Bank of its rights and remedies hereunder;

(m) All information heretofore, herein or hereafter supplied to Bank by or on behalf of Grantor with respect to the Collateral is accurate and complete in all material respects;

(n) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Bank's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts; and

(o) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Bank in writing of any event that materially adversely affects the value of any Collateral, the ability of Grantor to dispose of any Collateral or the rights and remedies of Bank in relation thereto, including the levy of any legal process against any of the Collateral.

4. Bank's Rights. Bank shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this Agreement to take but which Grantor fails to take, after fifteen (15) days notice to Grantor. Grantor shall reimburse and indemnify Bank for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this Section 4.

5. Inspection and Audit Rights. Grantor hereby grants to Bank and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to Grantor, any of Grantor's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Grantor and as often as may be reasonably requested. Bank may audit the Collateral to confirm compliance with this Agreement, provided such audit may not occur more often than twice per year, unless an Event of Default (as defined below) has occurred and is continuing. Borrower shall reimburse and indemnify Bank for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this Section 5.

6. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Bank, to perfect Bank's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Bank the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Bank as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Bank's discretion, to take any action and to execute any instrument which Bank may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B and Exhibit C, thereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law and (iii) after the occurrence of an Event of Default, to transfer the Collateral into the name of Bank or a third party to the extent permitted under the California Uniform Commercial Code.

7. Events of Default. The occurrence of any of the following shall constitute an Event of Default under the Agreement:

(a) An Event of Default occurs under the Loan Agreement; or

(b) Grantor breaches any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within five (5) days of the occurrence of such breach.

8. Remedies. Upon the occurrence and continuance of an Event of Default, Bank shall have the right to exercise all the remedies of a secured party under the California Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Collateral and any tangible property in which Bank has a security interest and to make it available to Bank at a place designated by Bank. Bank shall have a nonexclusive, royalty free license to use the Copyrights, Patents and Trademarks to the extent reasonably necessary to permit Bank to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable attorneys' fees) incurred by Bank in connection with the exercise of any of Bank's rights

hereunder, including without limitation any expense incurred in disposing of the Collateral. All of Bank's rights and remedies with respect to the Collateral shall be cumulative.

9. Indemnity. Grantor agrees to defend, indemnify and hold harmless Bank and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Bank as a result of or in any way arising out of, following or consequential to transactions between Bank and Grantor, whether under this Agreement or otherwise (including without limitation reasonable attorneys' fees and reasonable expenses), except for losses arising from or out of Bank's gross negligence or willful misconduct.

10. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

11. Attorneys' Fees. If any action relating to this Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.

12. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto.

13. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

14. California Law and Jurisdiction; Jury Waiver. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of California, without regard to principles of conflicts of law. Jurisdiction shall lie in the State of California. THE UNDERSIGNED ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED UNDER CERTAIN CIRCUMSTANCES. TO THE EXTENT PERMITTED BY LAW, EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS, HIS OR HER CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THE MUTUAL BENEFIT OF ALL PARTIES, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OTHER DOCUMENT, INSTRUMENT OR AGREEMENT BETWEEN THE UNDERSIGNED PARTIES.

15. REFERENCE PROVISION.

15.1 In the event the Jury Trial Waiver set forth above is not enforceable, the parties elect to proceed under this Judicial Reference Provision.

15.2 With the exception of the items specified in Section 15.3 below, any controversy, dispute or claim (each, a "Claim") between the parties arising out of or relating to this Agreement or any other document, instrument or agreement between the undersigned parties (collectively in this Section, the "Loan Documents"), will be resolved by a reference proceeding in California in accordance with the provisions of Sections 638 et seq. of the California Code of Civil Procedure ("CCP"), or their successor sections, which shall constitute the exclusive remedy for the resolution of any Claim, including whether the Claim is subject to the reference proceeding. Except as otherwise provided in the Loan Documents, venue for the reference proceeding will be in the Superior Court in the County where the real property involved in the action, if any, is located or in a County where venue is otherwise appropriate under applicable law (the "Court").

15.3 The matters that shall not be subject to a reference are the following: (i) nonjudicial foreclosure of any security interests in real or personal property, (ii) exercise of self-help remedies (including, without limitation, set-off), (iii) appointment of a receiver and (iv) temporary, provisional or ancillary remedies (including, without limitation, writs of attachment, writs of possession, temporary restraining orders or preliminary injunctions). This Agreement does not limit the right of any party to exercise or oppose any of the rights and remedies described in clauses (i) and (ii) or to seek or oppose from a court of competent jurisdiction any of the items described in

clauses (iii) and (iv). The exercise of, or opposition to, any of those items does not waive the right of any party to a reference pursuant to this Agreement.

15.4 The referee shall be a retired Judge or Justice selected by mutual written agreement of the parties. If the parties do not agree within ten (10) days of a written request to do so by any party, then, upon request of any party, the referee shall be selected by the Presiding Judge of the Court (or his or her representative). A request for appointment of a referee may be heard on an ex parte or expedited basis, and the parties agree that irreparable harm would result if ex parte relief is not granted.

15.5 The parties agree that time is of the essence in conducting the reference proceedings. Accordingly, the referee shall be requested, subject to change in the time periods specified herein for good cause shown, to (i) set the matter for a status and trial-setting conference within fifteen (15) days after the date of selection of the referee, (ii) if practicable, try all issues of law or fact within one hundred twenty (120) days after the date of the conference and (iii) report a statement of decision within twenty (20) days after the matter has been submitted for decision.

15.6 The referee will have power to expand or limit the amount and duration of discovery. The referee may set or extend discovery deadlines or cutoffs for good cause, including a party's failure to provide requested discovery for any reason whatsoever. Unless otherwise ordered based upon good cause shown, no party shall be entitled to "priority" in conducting discovery, depositions may be taken by either party upon seven (7) days written notice, and all other discovery shall be responded to within fifteen (15) days after service. All disputes relating to discovery which cannot be resolved by the parties shall be submitted to the referee whose decision shall be final and binding.

15.7 Except as expressly set forth in this Agreement, the referee shall determine the manner in which the reference proceeding is conducted including the time and place of hearings, the order of presentation of evidence, and all other questions that arise with respect to the course of the reference proceeding. All proceedings and hearings conducted before the referee, except for trial, shall be conducted without a court reporter, except that when any party so requests, a court reporter will be used at any hearing conducted before the referee, and the referee will be provided a courtesy copy of the transcript. The party making such a request shall have the obligation to arrange for and pay the court reporter. Subject to the referee's power to award costs to the prevailing party, the parties will equally share the cost of the referee and the court reporter at trial.

15.8 The referee shall be required to determine all issues in accordance with existing case law and the statutory laws of the State of California. The rules of evidence applicable to proceedings at law in the State of California will be applicable to the reference proceeding. The referee shall be empowered to enter equitable as well as legal relief, enter equitable orders that will be binding on the parties and rule on any motion which would be authorized in a court proceeding, including without limitation motions for summary judgment or summary adjudication. The referee shall issue a decision at the close of the reference proceeding which disposes of all claims of the parties that are the subject of the reference. Pursuant to CCP § 644, such decision shall be entered by the Court as a judgment or an order in the same manner as if the action had been tried by the Court and any such decision will be final, binding and conclusive. The parties reserve the right to appeal from the final judgment or order or from any appealable decision or order entered by the referee. The parties reserve the right to findings of fact, conclusions of law, a written statement of decision, and the right to move for a new trial or a different judgment, which new trial, if granted, is also to be a reference proceeding under this provision.

15.9 If the enabling legislation which provides for appointment of a referee is repealed (and no successor statute is enacted), any dispute between the parties that would otherwise be determined by reference procedure will be resolved and determined by arbitration. The arbitration will be conducted by a retired judge or Justice, in accordance with the California Arbitration Act §1280 through §1294.2 of the CCP as amended from time to time. The limitations with respect to discovery set forth above shall apply to any such arbitration proceeding.

15.10 THE PARTIES RECOGNIZE AND AGREE THAT ALL CONTROVERSIES, DISPUTES AND CLAIMS RESOLVED UNDER THIS REFERENCE PROVISION WILL BE DECIDED BY A REFEREE AND NOT BY A JURY. AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO

CONSULT) WITH COUNSEL OF ITS, HIS OR HER OWN CHOICE, EACH PARTY KNOWINGLY AND VOLUNTARILY, AND FOR THE MUTUAL BENEFIT OF ALL PARTIES, AGREES THAT THIS REFERENCE PROVISION WILL APPLY TO ANY CONTROVERSY, DISPUTE OR CLAIM BETWEEN OR AMONG THEM ARISING OUT OF OR IN ANY WAY RELATED TO, THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

Address of Grantor:

800 Division Street
Cobourg, Ontario K9A 5V2
Fax: (888) 672-1729

APS HOLDINGS, LLC,
a Delaware limited liability company

By: Mourant

Name: P. Gael Mourant

Title: Chief Executive Officer

BANK:

Address of Bank:

Suite 2210, South Tower
Royal Bank Plaza, P.O. Box 61
Toronto, Ontario, Canada M4W 3E2
Attn: Robert C. Rosen
Fax: (416) 367-2460

COMERICA BANK

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Address of Grantor:

800 Division Street
Cobourg, Ontario K9A 5V2
Fax: (888) 672-1729

GRANTOR:

APS HOLDINGS, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

Address of Bank:

Suite 2210, South Tower
Royal Bank Plaza, P.O. Box 61
Toronto, Ontario, Canada M4W 3E2
Attn: Robert C. Rosen
Fax: (416) 367-2460

BANK:

COMERICA BANK

By: _____

Name: B. Aikman

Title: VP

EXHIBIT A

Copyrights

NONE.

EXHIBIT B

Patents

Title	App. No.	Filing Date	Pat. No.	Pat. Date
Insulated concrete form having welded wire form tie	10/656359	9/4/03	7,415,804	8/26/08
Insulating concrete form	11/618980	1/2/07	2008/002 2619	1/31/08
Attachment and Reinforcement Member for Molded Construction Forms	07/183730	4/20/88	4,879,855	11/14/89

EXHIBIT C

Trademarks

Mark	App. No.	Issue Date	Reg. No.	Reg. Date
POLYSTEEL	74/564212	8/22/94	1,980,199	6/11/96
POLYPRO	78/387073	3/18/04	3,021,980	11/29/05

**INTELLECTUAL PROPERTY SECURITY AGREEMENT
(UNISAS HOLDINGS, LLC)**

This Intellectual Property Security Agreement (this "Agreement") is made as of September 24, 2010, by and between UNISAS HOLDINGS, LLC, a Delaware limited liability company ("Grantor"), and COMERICA BANK, a Texas banking association and authorized foreign bank under the *Bank Act* (Canada) ("Bank").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations (the "Financial Accommodations") to Arxx Building Products Inc., a company existing under the *Business Corporation Act* (Ontario) (the "Borrower") in the amounts and manner set forth in that certain Loan Agreement (as amended from time to time, the "Loan Agreement"), dated as of even date herewith, by and among Bank, Borrower, Grantor and other parties party thereto. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

B. Bank is willing to make the Financial Accommodations to Borrower, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in all of Grantor's right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of the Obligations (as defined in the Loan Agreement), Grantor hereby grants a security interest and mortgage to Bank, as security, in and to Grantor's entire right, title and interest in, to and under the following (all of which shall collectively be called the "Collateral"):

(a) Any and all copyrights, domestic and foreign (whether registered or unregistered), now owned or existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including without limitation all registrations, recordings and applications in the Canadian Copyright Office or United States Copyright office or in any similar office in any other country, and all reissues, extensions or renewals thereof and those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

(d) Any and all patents, patent applications and intellectual or industrial property underlying such patents or patent applications, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any and all trademarks and trade names, registered and unregistered of the Grantor or predecessor of the Grantor including, without limitation those set forth on Exhibit C attached hereto and including without limitation (collectively, the "Trademarks"):

(i) all designs, logos, indicia, trade names, corporate names, company names, business names, trade styles, service marks, logos and other source or business identifiers;

(ii) all fictitious characters;

(iii) all prints and labels on which any of the foregoing have appeared or appear or shall appear;

- (iv) all registrations and applications that have been or shall be made or filed in the Canadian Intellectual Property Office or United States Patent and Trademark Office or any similar office in any other country or political subdivision thereof and all records thereof and all reissues, extensions, or renewals thereof;
- (v) all goodwill associated with or symbolized by any of the foregoing; and
- (vi) all common law and other rights in the above;
- (f) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
- (g) Any and all licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- (h) Any and all amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and
- (i) Any and all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Authorization and Request. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this security agreement.

3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

- (a) Grantor is now the sole owner of the Collateral, except for non-exclusive licenses granted by Grantor to its customers in the ordinary course of business;
- (b) Except as set forth in the Exhibit, Grantor's rights as a licensee of the Collateral do not give rise to more than five percent (5%) of its gross revenue in any given month, including without limitation revenue derived from the sale, licensing, rendering or disposition of any product or service;
- (c) Performance of this Agreement does not conflict with or result in a breach of any agreement to which Grantor is party or by which Grantor is bound;
- (d) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for non-exclusive licenses granted by Grantor in the ordinary course of business or as set forth in this Agreement;
- (e) Each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and, to the best knowledge of Grantor, no claim has been made that any part of the Collateral violates the rights of any third party;
- (f) Grantor shall deliver to Bank within thirty (30) days of the last day of each fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Bank, listing any applications or registrations that Grantor has made or filed in respect of any Collateral and the status of any outstanding applications or registrations, as well as any material change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent or Copyright not specified in this Agreement;
- (g) Grantor shall promptly register or cause to be promptly registered (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, and the Canadian equivalents those registerable intellectual property rights now owned or hereafter developed or

acquired by Grantor, to the extent that Grantor, in its reasonable business judgment, deems it appropriate to so protect such intellectual property rights;

(h) Grantor shall promptly give Bank written notice of any applications or registrations of intellectual property rights filed with the United States Patent and Trademark office of the Canadian equivalent thereof, including the date of such filing and the registration or applications numbers, if any. Grantor shall execute and deliver such additional instruments and documents from time to time as Bank shall reasonably request to perfect and maintain the perfection and priority of Bank's security interest in the Collateral;

(i) Grantor shall (i) give Bank not less than thirty (30) days prior written notice of the filing of any applications or registrations of Copyrights with the United States Copyright Office and the Canadian equivalent thereof, including the title of such intellectual property rights to be registered, as such title will appear on such applications or registrations, and the date such applications or registrations will be filed; (ii) prior to the filing of any such applications or registrations, execute such documents as Bank may reasonably request for Bank to maintain its perfection in such intellectual property rights to be registered by such Bank; (iii) upon the request of Bank, either deliver to Bank or file such documents simultaneously with the filing of any such applications or registrations; (iv) upon filing any such applications or registrations, promptly provide Bank with a copy of such applications or registrations together with any exhibits, evidence of the filing of any documents requested by Bank to be filed for Bank to maintain the perfection and priority of its security interest in such intellectual property rights, and the date of such filing;

(j) Grantor shall (i) protect, defend and maintain the validity and enforceability of the trade secrets, Trademarks, Patents and Copyrights, (ii) use commercially reasonable efforts to detect infringements of the Trademarks, Patents and Copyrights and promptly advise Bank in writing of material infringements detected and (iii) not allow any material Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Bank, which shall not be unreasonably withheld;

(k) Subject to the execution of a subordination agreement with MMV Finance Inc., this Agreement creates, and in the case of after acquired Collateral, this Agreement will create at the time Grantor first has rights in such after acquired Collateral, in favor of Bank a valid and perfected first priority security interest in the Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Agreement upon making the filings referred to in clause (l) below;

(l) To its knowledge, except for, and upon, the filing with the Secretary of State of Delaware with respect to all Collateral, the United States Patent and Trademark Office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights necessary to perfect the security interests created hereunder, and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any United States governmental authority or United States regulatory body is required either (i) for the grant by Grantor of the security interest granted hereby or for the execution, delivery or performance of this Agreement by Grantor in the United States or (ii) for the perfection in the United States or the exercise by Bank of its rights and remedies hereunder;

(m) All information heretofore, herein or hereafter supplied to Bank by or on behalf of Grantor with respect to the Collateral is accurate and complete in all material respects;

(n) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Bank's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts; and

(o) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Bank in writing of any event that materially adversely affects the value of any Collateral, the ability of Grantor to dispose of any Collateral or the rights and remedies of Bank in relation thereto, including the levy of any legal process against any of the Collateral.

4. Bank's Rights. Bank shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this Agreement to take but which Grantor fails to take, after fifteen (15) days notice to Grantor. Grantor shall reimburse and indemnify Bank for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this Section 4.

5. Inspection and Audit Rights. Grantor hereby grants to Bank and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to Grantor, any of Grantor's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Grantor and as often as may be reasonably requested. Bank may audit the Collateral to confirm compliance with this Agreement, provided such audit may not occur more often than twice per year, unless an Event of Default (as defined below) has occurred and is continuing. Borrower shall reimburse and indemnify Bank for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this Section 5.

6. Further Assurances: Attorney in Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Bank, to perfect Bank's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Bank the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Bank as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Bank's discretion, to take any action and to execute any instrument which Bank may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B and Exhibit C, thereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law and (iii) after the occurrence of an Event of Default, to transfer the Collateral into the name of Bank or a third party to the extent permitted under the California Uniform Commercial Code.

7. Events of Default. The occurrence of any of the following shall constitute an Event of Default under the Agreement:

(a) An Event of Default occurs under the Loan Agreement; or

(b) Grantor breaches any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within five (5) days of the occurrence of such breach.

8. Remedies. Upon the occurrence and continuance of an Event of Default, Bank shall have the right to exercise all the remedies of a secured party under the California Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Collateral and any tangible property in which Bank has a security interest and to make it available to Bank at a place designated by Bank. Bank shall have a nonexclusive, royalty free license to use the Copyrights, Patents and Trademarks to the extent reasonably necessary to permit Bank to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable attorneys' fees) incurred by Bank in connection with the exercise of any of Bank's rights

hereunder, including without limitation any expense incurred in disposing of the Collateral. All of Bank's rights and remedies with respect to the Collateral shall be cumulative.

9. Indemnity. Grantor agrees to defend, indemnify and hold harmless Bank and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Bank as a result of or in any way arising out of, following or consequential to transactions between Bank and Grantor, whether under this Agreement or otherwise (including without limitation reasonable attorneys' fees and reasonable expenses), except for losses arising from or out of Bank's gross negligence or willful misconduct.

10. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

11. Attorneys' Fees. If any action relating to this Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.

12. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto.

13. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

14. California Law and Jurisdiction; Jury Waiver. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of California, without regard to principles of conflicts of law. Jurisdiction shall lie in the State of California. THE UNDERSIGNED ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED UNDER CERTAIN CIRCUMSTANCES. TO THE EXTENT PERMITTED BY LAW, EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS, HIS OR HER CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THE MUTUAL BENEFIT OF ALL PARTIES, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OTHER DOCUMENT, INSTRUMENT OR AGREEMENT BETWEEN THE UNDERSIGNED PARTIES.

15. REFERENCE PROVISION.

15.1 In the event the Jury Trial Waiver set forth above is not enforceable, the parties elect to proceed under this Judicial Reference Provision.

15.2 With the exception of the items specified in Section 15.3 below, any controversy, dispute or claim (each, a "Claim") between the parties arising out of or relating to this Agreement or any other document, instrument or agreement between the undersigned parties (collectively in this Section, the "Loan Documents"), will be resolved by a reference proceeding in California in accordance with the provisions of Sections 638 et seq. of the California Code of Civil Procedure ("CCP"), or their successor sections, which shall constitute the exclusive remedy for the resolution of any Claim, including whether the Claim is subject to the reference proceeding. Except as otherwise provided in the Loan Documents, venue for the reference proceeding will be in the Superior Court in the County where the real property involved in the action, if any, is located or in a County where venue is otherwise appropriate under applicable law (the "Court").

15.3 The matters that shall not be subject to a reference are the following: (i) nonjudicial foreclosure of any security interests in real or personal property, (ii) exercise of selfhelp remedies (including, without limitation, set-off), (iii) appointment of a receiver and (iv) temporary, provisional or ancillary remedies (including, without limitation, writs of attachment, writs of possession, temporary restraining orders or preliminary injunctions). This Agreement does not limit the right of any party to exercise or oppose any of the rights and remedies described in clauses (i) and (ii) or to seek or oppose from a court of competent jurisdiction any of the items described in

clauses (iii) and (iv). The exercise of, or opposition to, any of those items does not waive the right of any party to a reference pursuant to this Agreement.

15.4 The referee shall be a retired Judge or Justice selected by mutual written agreement of the parties. If the parties do not agree within ten (10) days of a written request to do so by any party, then, upon request of any party, the referee shall be selected by the Presiding Judge of the Court (or his or her representative). A request for appointment of a referee may be heard on an ex parte or expedited basis, and the parties agree that irreparable harm would result if ex parte relief is not granted.

15.5 The parties agree that time is of the essence in conducting the reference proceedings. Accordingly, the referee shall be requested, subject to change in the time periods specified herein for good cause shown, to (i) set the matter for a status and trial-setting conference within fifteen (15) days after the date of selection of the referee, (ii) if practicable, try all issues of law or fact within one hundred twenty (120) days after the date of the conference and (iii) report a statement of decision within twenty (20) days after the matter has been submitted for decision.

15.6 The referee will have power to expand or limit the amount and duration of discovery. The referee may set or extend discovery deadlines or cutoffs for good cause, including a party's failure to provide requested discovery for any reason whatsoever. Unless otherwise ordered based upon good cause shown, no party shall be entitled to "priority" in conducting discovery, depositions may be taken by either party upon seven (7) days written notice, and all other discovery shall be responded to within fifteen (15) days after service. All disputes relating to discovery which cannot be resolved by the parties shall be submitted to the referee whose decision shall be final and binding.

15.7 Except as expressly set forth in this Agreement, the referee shall determine the manner in which the reference proceeding is conducted including the time and place of hearings, the order of presentation of evidence, and all other questions that arise with respect to the course of the reference proceeding. All proceedings and hearings conducted before the referee, except for trial, shall be conducted without a court reporter, except that when any party so requests, a court reporter will be used at any hearing conducted before the referee, and the referee will be provided a courtesy copy of the transcript. The party making such a request shall have the obligation to arrange for and pay the court reporter. Subject to the referee's power to award costs to the prevailing party, the parties will equally share the cost of the referee and the court reporter at trial.

15.8 The referee shall be required to determine all issues in accordance with existing case law and the statutory laws of the State of California. The rules of evidence applicable to proceedings at law in the State of California will be applicable to the reference proceeding. The referee shall be empowered to enter equitable as well as legal relief, enter equitable orders that will be binding on the parties and rule on any motion which would be authorized in a court proceeding, including without limitation motions for summary judgment or summary adjudication. The referee shall issue a decision at the close of the reference proceeding which disposes of all claims of the parties that are the subject of the reference. Pursuant to CCP § 644, such decision shall be entered by the Court as a judgment or an order in the same manner as if the action had been tried by the Court and any such decision will be final, binding and conclusive. The parties reserve the right to appeal from the final judgment or order or from any appealable decision or order entered by the referee. The parties reserve the right to findings of fact, conclusions of law, a written statement of decision, and the right to move for a new trial or a different judgment, which new trial, if granted, is also to be a reference proceeding under this provision.

15.9 If the enabling legislation which provides for appointment of a referee is repealed (and no successor statute is enacted), any dispute between the parties that would otherwise be determined by reference procedure will be resolved and determined by arbitration. The arbitration will be conducted by a retired judge or Justice, in accordance with the California Arbitration Act §1280 through §1294.2 of the CCP as amended from time to time. The limitations with respect to discovery set forth above shall apply to any such arbitration proceeding.

15.10 THE PARTIES RECOGNIZE AND AGREE THAT ALL CONTROVERSIES, DISPUTES AND CLAIMS RESOLVED UNDER THIS REFERENCE PROVISION WILL BE DECIDED BY A REFEREE AND NOT BY A JURY. AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO

CONSULT) WITH COUNSEL OF ITS, HIS OR HER OWN CHOICE, EACH PARTY KNOWINGLY AND VOLUNTARILY, AND FOR THE MUTUAL BENEFIT OF ALL PARTIES, AGREES THAT THIS REFERENCE PROVISION WILL APPLY TO ANY CONTROVERSY, DISPUTE OR CLAIM BETWEEN OR AMONG THEM ARISING OUT OF OR IN ANY WAY RELATED TO, THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Address of Grantor:

800 Division Street
Cobourg, Ontario K9A 5V2
Fax: (888) 672-1729

GRANTOR:

UNISAS HOLDINGS, LLC,
a Delaware limited liability company

By: *[Signature]*

Name: P. Gael Maurant

Title: Chief Executive Officer

Address of Bank:

Suite 2210, South Tower
Royal Bank Plaza, P.O. Box 61
Toronto, Ontario, Canada M4W 3E2
Attn: Robert C. Rosen
Fax: (416) 367-2460

BANK:

COMERICA BANK

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

Address of Grantor:

800 Division Street
Cobourg, Ontario K9A 5V2
Fax: (888) 672-1729

UNISAS HOLDINGS, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

BANK:

Address of Bank:

Suite 2210, South Tower
Royal Bank Plaza, P.O. Box 61
Toronto, Ontario, Canada M4W 3E2
Attn: Robert C. Rosen
Fax: (416) 367-2460

COMERICA BANK

By:  _____

Name: B. Aikman

Title: VP

EXHIBIT A

Copyrights

NONE.

EXHIBIT B

Patents

NONE.

EXHIBIT C

Trademarks

NONE.

INTELLECTUAL PROPERTY SECURITY AGREEMENT
(ECO-BLOCK INTERNATIONAL, LLC)

This Intellectual Property Security Agreement (this "Agreement") is made as of September 24, 2010, by and between ECO-BLOCK INTERNATIONAL, LLC, a Georgia limited liability company ("Grantor"), and COMERICA BANK, a Texas banking association and authorized foreign bank under the *Bank Act* (Canada) ("Bank").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations (the "Financial Accommodations") to Arxx Building Products Inc., a company existing under the *Business Corporation Act* (Ontario) (the "Borrower") in the amounts and manner set forth in that certain Loan Agreement (as amended from time to time, the "Loan Agreement"), dated as of even date herewith, by and among Bank, Borrower, Grantor and other parties party thereto. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

B. Bank is willing to make the Financial Accommodations to Borrower, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in all of Grantor's right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of the Obligations (as defined in the Loan Agreement), Grantor hereby grants a security interest and mortgage to Bank, as security, in and to Grantor's entire right, title and interest in, to and under the following (all of which shall collectively be called the "Collateral"):

(a) Any and all copyrights, domestic and foreign (whether registered or unregistered), now owned or existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including without limitation all registrations, recordings and applications in the Canadian Copyright Office or United States Copyright office or in any similar office in any other country, and all reissues, extensions or renewals thereof and those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

(d) Any and all patents, patent applications and intellectual or industrial property underlying such patents or patent applications, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any and all trademarks and trade names, registered and unregistered of the Grantor or predecessor of the Grantor including, without limitation those set forth on Exhibit C attached hereto and including without limitation (collectively, the "Trademarks");

(i) all designs, logos, indicia, trade names, corporate names, company names, business names, trade styles, service marks, logos and other source or business identifiers;

(ii) all fictitious characters;

- (iii) all prints and labels on which any of the foregoing have appeared or appear or shall appear;
- (iv) all registrations and applications that have been or shall be made or filed in the Canadian Intellectual Property Office or United States Patent and Trademark Office or any similar office in any other country or political subdivision thereof and all records thereof and all reissues, extensions, or renewals thereof;
- (v) all goodwill associated with or symbolized by any of the foregoing; and
- (vi) all common law and other rights in the above;
- (f) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
- (g) Any and all licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- (h) Any and all amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and
- (i) Any and all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Authorization and Request. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this security agreement.

3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

- (a) Grantor is now the sole owner of the Collateral, except for non-exclusive licenses granted by Grantor to its customers in the ordinary course of business;
- (b) Except as set forth in the Exhibit, Grantor's rights as a licensee of the Collateral do not give rise to more than five percent (5%) of its gross revenue in any given month, including without limitation revenue derived from the sale, licensing, rendering or disposition of any product or service;
- (c) Performance of this Agreement does not conflict with or result in a breach of any agreement to which Grantor is party or by which Grantor is bound;
- (d) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for non-exclusive licenses granted by Grantor in the ordinary course of business or as set forth in this Agreement;
- (e) Each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and, to the best knowledge of Grantor, no claim has been made that any part of the Collateral violates the rights of any third party;
- (f) Grantor shall deliver to Bank within thirty (30) days of the last day of each fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Bank, listing any applications or registrations that Grantor has made or filed in respect of any Collateral and the status of any outstanding applications or registrations, as well as any material change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent or Copyright not specified in this Agreement;

(g) Grantor shall promptly register or cause to be promptly registered (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, and the Canadian equivalents those registerable intellectual property rights now owned or hereafter developed or acquired by Grantor, to the extent that Grantor, in its reasonable business judgment, deems it appropriate to so protect such intellectual property rights;

(h) Grantor shall promptly give Bank written notice of any applications or registrations of intellectual property rights filed with the United States Patent and Trademark office of the Canadian equivalent thereof, including the date of such filing and the registration or applications numbers, if any. Grantor shall executed and deliver such additional Instruments and documents from time to time as Bank shall reasonably request to perfect and maintain the perfection and priority of Bank's security interest in the Collateral;

(i) Grantor shall (i) give Bank not less than thirty (30) days prior written notice of the filing of any applications or registrations of Copyrights with the United States Copyright Office and the Canadian equivalent thereof, including the title of such intellectual property rights to be registered, as such title will appear on such applications or registrations, and the date such applications or registrations will be filed; (ii) prior to the filing of any such applications or registrations, execute such documents as Bank may reasonably request for Bank to maintain its perfection in such intellectual property rights to be registered by such Bank; (iii) upon the request of Bank, either deliver to Bank or file such documents simultaneously with the filing of any such applications or registrations; (iv) upon filing any such applications or registrations, promptly provide Bank with a copy of such applications or registrations together with any exhibits, evidence of the filing of any documents requested by Bank to be filed for Bank to maintain the perfection and priority of its security interest in such intellectual property rights, and the date of such filing;

(j) Grantor shall (i) protect, defend and maintain the validity and enforceability of the trade secrets, Trademarks, Patents and Copyrights, (ii) use commercially reasonable efforts to detect infringements of the Trademarks, Patents and Copyrights and promptly advise Bank in writing of material infringements detected and (iii) not allow any material Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Bank, which shall not be unreasonably withheld;

(k) Subject to the execution of a subordination agreement with MMV Finance Inc., this Agreement creates, and in the case of after acquired Collateral, this Agreement will create at the time Grantor first has rights in such after acquired Collateral, in favor of Bank a valid and perfected first priority security interest in the Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Agreement upon making the filings referred to in clause (l) below;

(l) To its knowledge, except for, and upon, the filing with the Secretary of State of Georgia with respect to all Collateral, the United States Patent and Trademark Office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights necessary to perfect the security interests created hereunder, and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any United States governmental authority or United States regulatory body is required either (i) for the grant by Grantor of the security interest granted hereby or for the execution, delivery or performance of this Agreement by Grantor in the United States or (ii) for the perfection in the United States or the exercise by Bank of its rights and remedies hereunder;

(m) All information heretofore, herein or hereafter supplied to Bank by or on behalf of Grantor with respect to the Collateral is accurate and complete in all material respects;

(n) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Bank's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts; and

(o) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Bank in writing of any event that materially adversely affects the value of any Collateral, the ability of Grantor to dispose of any Collateral or the rights and remedies of Bank in relation thereto, including the levy of any legal process against any of the Collateral.

4. Bank's Rights. Bank shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this Agreement to take but which Grantor fails to take, after fifteen (15) days notice to Grantor. Grantor shall reimburse and indemnify Bank for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this Section 4.

5. Inspection and Audit Rights. Grantor hereby grants to Bank and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to Grantor, any of Grantor's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Grantor and as often as may be reasonably requested. Bank may audit the Collateral to confirm compliance with this Agreement, provided such audit may not occur more often than twice per year, unless an Event of Default (as defined below) has occurred and is continuing. Borrower shall reimburse and indemnify Bank for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this Section 5.

6. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Bank, to perfect Bank's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Bank the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Bank as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Bank's discretion, to take any action and to execute any instrument which Bank may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B and Exhibit C, thereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law and (iii) after the occurrence of an Event of Default, to transfer the Collateral into the name of Bank or a third party to the extent permitted under the California Uniform Commercial Code.

7. Events of Default. The occurrence of any of the following shall constitute an Event of Default under the Agreement:

(a) An Event of Default occurs under the Loan Agreement; or

(b) Grantor breaches any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within five (5) days of the occurrence of such breach.

8. Remedies. Upon the occurrence and continuance of an Event of Default, Bank shall have the right to exercise all the remedies of a secured party under the California Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Collateral and any tangible property in which Bank has a

security interest and to make it available to Bank at a place designated by Bank. Bank shall have a nonexclusive, royalty free license to use the Copyrights, Patents and Trademarks to the extent reasonably necessary to permit Bank to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable attorneys' fees) incurred by Bank in connection with the exercise of any of Bank's rights hereunder, including without limitation any expense incurred in disposing of the Collateral. All of Bank's rights and remedies with respect to the Collateral shall be cumulative.

9. Indemnity. Grantor agrees to defend, indemnify and hold harmless Bank and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Bank as a result of or in any way arising out of, following or consequential to transactions between Bank and Grantor, whether under this Agreement or otherwise (including without limitation reasonable attorneys' fees and reasonable expenses), except for losses arising from or out of Bank's gross negligence or willful misconduct.

10. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

11. Attorneys' Fees. If any action relating to this Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.

12. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto.

13. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

14. California Law and Jurisdiction; Jury Waiver. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of California, without regard to principles of conflicts of law. Jurisdiction shall lie in the State of California. THE UNDERSIGNED ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED UNDER CERTAIN CIRCUMSTANCES. TO THE EXTENT PERMITTED BY LAW, EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS, HIS OR HER CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THE MUTUAL BENEFIT OF ALL PARTIES, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OTHER DOCUMENT, INSTRUMENT OR AGREEMENT BETWEEN THE UNDERSIGNED PARTIES.

15. REFERENCE PROVISION.

15.1 In the event the Jury Trial Waiver set forth above is not enforceable, the parties elect to proceed under this Judicial Reference Provision.

15.2 With the exception of the items specified in Section 15.3 below, any controversy, dispute or claim (each, a "Claim") between the parties arising out of or relating to this Agreement or any other document, instrument or agreement between the undersigned parties (collectively in this Section, the "Loan Documents"), will be resolved by a reference proceeding in California in accordance with the provisions of Sections 638 et seq. of the California Code of Civil Procedure ("CCP"), or their successor sections, which shall constitute the exclusive remedy for the resolution of any Claim, including whether the Claim is subject to the reference proceeding. Except as otherwise provided in the Loan Documents, venue for the reference proceeding will be in the Superior Court in the County where the real property involved in the action, if any, is located or in a County where venue is otherwise appropriate under applicable law (the "Court").

15.3 The matters that shall not be subject to a reference are the following: (i) nonjudicial foreclosure of any security interests in real or personal property, (ii) exercise of selfhelp remedies (including, without

limitation, set-off), (iii) appointment of a receiver and (iv) temporary, provisional or ancillary remedies (including, without limitation, writs of attachment, writs of possession, temporary restraining orders or preliminary injunctions). This Agreement does not limit the right of any party to exercise or oppose any of the rights and remedies described in clauses (i) and (ii) or to seek or oppose from a court of competent jurisdiction any of the items described in clauses (iii) and (iv). The exercise of, or opposition to, any of those items does not waive the right of any party to a reference pursuant to this Agreement.

15.4 The referee shall be a retired Judge or Justice selected by mutual written agreement of the parties. If the parties do not agree within ten (10) days of a written request to do so by any party, then, upon request of any party, the referee shall be selected by the Presiding Judge of the Court (or his or her representative). A request for appointment of a referee may be heard on an ex parte or expedited basis, and the parties agree that irreparable harm would result if ex parte relief is not granted.

15.5 The parties agree that time is of the essence in conducting the reference proceedings. Accordingly, the referee shall be requested, subject to change in the time periods specified herein for good cause shown, to (i) set the matter for a status and trial-setting conference within fifteen (15) days after the date of selection of the referee, (ii) if practicable, try all issues of law or fact within one hundred twenty (120) days after the date of the conference and (iii) report a statement of decision within twenty (20) days after the matter has been submitted for decision.

15.6 The referee will have power to expand or limit the amount and duration of discovery. The referee may set or extend discovery deadlines or cutoffs for good cause, including a party's failure to provide requested discovery for any reason whatsoever. Unless otherwise ordered based upon good cause shown, no party shall be entitled to "priority" in conducting discovery, depositions may be taken by either party upon seven (7) days written notice, and all other discovery shall be responded to within fifteen (15) days after service. All disputes relating to discovery which cannot be resolved by the parties shall be submitted to the referee whose decision shall be final and binding.

15.7 Except as expressly set forth in this Agreement, the referee shall determine the manner in which the reference proceeding is conducted including the time and place of hearings, the order of presentation of evidence, and all other questions that arise with respect to the course of the reference proceeding. All proceedings and hearings conducted before the referee, except for trial, shall be conducted without a court reporter, except that when any party so requests, a court reporter will be used at any hearing conducted before the referee, and the referee will be provided a courtesy copy of the transcript. The party making such a request shall have the obligation to arrange for and pay the court reporter. Subject to the referee's power to award costs to the prevailing party, the parties will equally share the cost of the referee and the court reporter at trial.

15.8 The referee shall be required to determine all issues in accordance with existing case law and the statutory laws of the State of California. The rules of evidence applicable to proceedings at law in the State of California will be applicable to the reference proceeding. The referee shall be empowered to enter equitable as well as legal relief, enter equitable orders that will be binding on the parties and rule on any motion which would be authorized in a court proceeding, including without limitation motions for summary judgment or summary adjudication. The referee shall issue a decision at the close of the reference proceeding which disposes of all claims of the parties that are the subject of the reference. Pursuant to CCP § 644, such decision shall be entered by the Court as a judgment or an order in the same manner as if the action had been tried by the Court and any such decision will be final, binding and conclusive. The parties reserve the right to appeal from the final judgment or order or from any appealable decision or order entered by the referee. The parties reserve the right to findings of fact, conclusions of law, a written statement of decision, and the right to move for a new trial or a different judgment, which new trial, if granted, is also to be a reference proceeding under this provision.

15.9 If the enabling legislation which provides for appointment of a referee is repealed (and no successor statute is enacted), any dispute between the parties that would otherwise be determined by reference procedure will be resolved and determined by arbitration. The arbitration will be conducted by a retired judge or Justice, in accordance with the California Arbitration Act §1280 through §1294.2 of the CCP as amended from time to time. The limitations with respect to discovery set forth above shall apply to any such arbitration proceeding.

15.10 THE PARTIES RECOGNIZE AND AGREE THAT ALL CONTROVERSIES, DISPUTES AND CLAIMS RESOLVED UNDER THIS REFERENCE PROVISION WILL BE DECIDED BY A REFEREE AND NOT BY A JURY. AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS, HIS OR HER OWN CHOICE, EACH PARTY KNOWINGLY AND VOLUNTARILY, AND FOR THE MUTUAL BENEFIT OF ALL PARTIES, AGREES THAT THIS REFERENCE PROVISION WILL APPLY TO ANY CONTROVERSY, DISPUTE OR CLAIM BETWEEN OR AMONG THEM ARISING OUT OF OR IN ANY WAY RELATED TO, THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Address of Grantor:

800 Division Street
Cobourg, Ontario K9A 5V2
Fax: (888) 672-1729

GRANTOR:

ECO-BLOCK INTERNATIONAL, LLC,
a Georgia limited liability company

By: *[Signature]*

Name: P. Gael Mourant

Title: Chief Executive Officer

Address of Bank:

Suite 2210, South Tower
Royal Bank Plaza, P.O. Box 61
Toronto, Ontario, Canada M4W 3E2
Attn: Robert C. Rosen
Fax: (416) 367-2460

BANK:

COMERICA BANK

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

Address of Grantor:

800 Division Street
Cobourg, Ontario K9A 5V2
Fax: (888) 672-1729

ECO-BLOCK INTERNATIONAL, LLC,
a Georgia limited liability company

By: _____

Name: _____

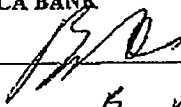
Title: _____

BANK:

Address of Bank:

Suite 2210, South Tower
Royal Bank Plaza, P.O. Box 61
Toronto, Ontario, Canada M4W 3E2
Attn: Robert C. Rosen
Fax: (416) 367-2460

COMERICA BANK

By:  _____

Name: B. Aikman

Title: VP

EXHIBIT A

Copyrights

NONE.

EXHIBIT B

Patents

NONE.

TAB N

This is Exhibit "N" referred to in the
affidavit of Michael Moore made before me
on this ____ day of December, 2013

SEE ATTACHED

A commissioner for taking affidavits
for

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SANTA CLARA

On DEC. 9, 2013
Date

before me,

ELISA S. COPE, NOTARY PUBLIC
Here Insert Name and Title of the Officer

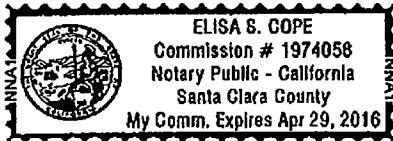
personally appeared

MICHAEL MOORE
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Elisa S. Cope
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

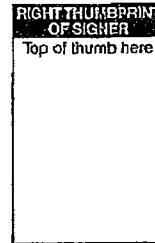
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____



PERSONAL PROPERTY SECURITY
REGISTRATION SYSTEM (ONTARIO)
ENQUIRY RESULTS

Prepared for :	MCMILLAN LLP - GLEN TREMBLAY
Reference :	G.TREMBLAY#223790
Docket :	#223790
Search ID :	512770
Date Processed :	11/25/2013 1:24:27 PM
Report Type :	PPSA Electronic Response
Search Conducted on :	ARXX BUILDING PRODUCTS INC.
Search Type :	Business Debtor

DISCLAIMER :
This report has been generated using data provided by the Personal Property Registration Branch, Ministry of Government Services, Government of Ontario. No liability is undertaken regarding its correctness, completeness, or the interpretation and use that are made of it.

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE
CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY SYSTEM IN RESPECT
OF THE FOLLOWING:

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: ARXX BUILDING PRODUCTS INC.

FILE CURRENCY: November 24, 2013

RESPONSE CONTAINS: APPROXIMATELY 3 FAMILIES and 5 PAGES.

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS
WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME
IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE
OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT
ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

THE ABOVE REPORT HAS BEEN CREATED BASED ON THE DATA PROVIDED BY
THE PERSONAL PROPERTY REGISTRATION BRANCH, MINISTRY OF CONSUMER
AND BUSINESS SERVICES, GOVERNMENT OF ONTARIO. NO LIABILITY IS
UNDERTAKEN REGARDING ITS CORRECTNESS, COMPLETENESS, OR THE
INTERPRETATION AND USE THAT ARE MADE OF IT.

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR
 CONDUCTED ON: ARXX BUILDING PRODUCTS INC.
 FILE CURRENCY: November 24, 2013

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 3 ENQUIRY PAGE : 1 OF 5

SEARCH : BD : ARXX BUILDING PRODUCTS INC.

00 FILE NUMBER : 642407283 EXPIRY DATE : 31JAN 2018 STATUS :
 01 CAUTION FILING : PAGE : 001 OF 001 MV SCHEDULE ATTACHED :
 REG NUM : 20080131 1002 1862 3977 REG TYP: P PPSA REG PERIOD: 10
 02 IND DOB : IND NAME:
 03 BUS NAME: ARXX BUILDING PRODUCTS INC.
 OCN :
 04 ADDRESS : 800 DIVISION STREET
 CITY : COBOURG PROV: ON POSTAL CODE: K9A 5V2
 05 IND DOB : IND NAME:
 06 BUS NAME:
 OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
 MMV FINANCE CANADA INC.

09 ADDRESS : 95 WELLINGTON STREET WEST, 22ND FLOOR
 CITY : TORONTO PROV: ON POSTAL CODE: M5J 2N7
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10 X X X X X
 YEAR MAKE MODEL V.I.N.

11
 12
 GENERAL COLLATERAL DESCRIPTION

13
 14
 15
 16 AGENT: DAVIS LLP [MSA]
 17 ADDRESS : 1 FIRST CANADIAN PLACE, SUITE 5600
 CITY : TORONTO PROV: ON POSTAL CODE: M5X 1E2

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR
 CONDUCTED ON: ARXX BUILDING PRODUCTS INC.
 FILE CURRENCY: November 24, 2013

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 2 OF 3 ENQUIRY PAGE : 2 OF 5

SEARCH : BD : ARXX BUILDING PRODUCTS INC.

00 FILE NUMBER : 656257212 EXPIRY DATE : 14SEP 2015 STATUS :
 01 CAUTION FILING : PAGE : 01 OF 001 MV SCHEDULE ATTACHED :
 REG NUM : 20090914 1407 1462 7984 REG TYP: P PPSA REG PERIOD: 6
 02 IND DOB : IND NAME:
 03 BUS NAME: ARXX BUILDING PRODUCTS INC
 OCN :
 04 ADDRESS : 800 DIVISION ST
 CITY : COBOURG PROV: ON POSTAL CODE: K9A5V2
 05 IND DOB : IND NAME:
 06 BUS NAME:
 OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
 XEROX CANADA LTD
 09 ADDRESS : 33 BLOOR ST. E. 3RD FLOOR
 CITY : TORONTO PROV: ON POSTAL CODE: M4W3H1
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10 X X X
 YEAR MAKE . MODEL V.I.N.
 11
 12

GENERAL COLLATERAL DESCRIPTION

13
 14
 15
 16 AGENT: PPSA CANADA INC. - [3992]
 17 ADDRESS : 110 SHEPPARD AVE EAST, SUITE 303
 CITY : TORONTO PROV: ON POSTAL CODE: M2N6Y8

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR
 CONDUCTED ON: ARXX BUILDING PRODUCTS INC.
 FILE CURRENCY: November 24, 2013

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 3 OF 3 ENQUIRY PAGE : 3 OF 5

SEARCH : BD : ARXX BUILDING PRODUCTS INC.

00 FILE NUMBER : 664560729 EXPIRY DATE : 20SEP 2018 STATUS :
 01 CAUTION FILING : PAGE : 001 OF 2 MV SCHEDULE ATTACHED :
 REG NUM : 20100920 1718 1590 8790 REG TYP: P PPSA REG PERIOD: 3
 02 IND DOB : IND NAME:
 03 BUS NAME: ARXX BUILDING PRODUCTS INC.
 OCN :
 04 ADDRESS : 800 DIVISION STREET
 CITY : COBOURG PROV: ON POSTAL CODE: K9A 5V2
 05 IND DOB : IND NAME:
 06 BUS NAME:
 OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

COMERICA BANK

09 ADDRESS : 200 BAY STREET, ROYAL BANK PLAZA, SOUTH

CITY : TORONTO PROV: ON POSTAL CODE: M5J 2J2

CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10 X X X X X
 YEAR MAKE MODEL V.I.N.

11

12

GENERAL COLLATERAL DESCRIPTION

13

14

15

16 AGENT: MCMILLAN LLP [AS/AL/0098002]

17 ADDRESS : 181 BAY ST., STE. 4400, BROOKFIELD PLACE

CITY : TORONTO PROV: ON POSTAL CODE: M5J 2T3

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR
CONDUCTED ON: ARXX BUILDING PRODUCTS INC.
FILE CURRENCY: November 24, 2013

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 3 OF 3 ENQUIRY PAGE : 4 OF 5

SEARCH : BD : ARXX BUILDING PRODUCTS INC.

00 FILE NUMBER : 664560729 EXPIRY DATE : 20SEP 2018 STATUS :
01 CAUTION FILING : PAGE : 002 OF 2 MV SCHEDULE ATTACHED :
REG NUM : 20100920 1718 1590 8790 REG TYP: REG PERIOD:
02 IND DOB : IND NAME:
03 BUS NAME:
OCN :
04 ADDRESS :
CITY : PROV: POSTAL CODE:
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS : TOWER, SUITE 2210
CITY : PROV: POSTAL CODE:
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10
YEAR MAKE MODEL V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13
14
15
16 AGENT:
17 ADDRESS :
CITY : PROV: POSTAL CODE:

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR
CONDUCTED ON: ARXX BUILDING PRODUCTS INC.
FILE CURRENCY: November 24, 2013

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 3 OF 3 ENQUIRY PAGE : 5 OF 5

SEARCH : BD : ARXX BUILDING PRODUCTS INC.
FILE NUMBER 664560729
PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 001 OF 1 MV SCHED: 20130613 1003 5064 8308
21 REFERENCE FILE NUMBER : 664560729
22 AMEND PAGE: NO PAGE: CHANGE: B RENEWAL REN YEARS: 05 CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: ARXX BUILDING PRODUCTS INC.

25 OTHER CHANGE:
26 REASON:
27 /DESCR:
28 :
02/05 IND/TRANSFEREE:
03/06 BUS NAME/TRFEE:
GCN:
04/07 ADDRESS:
CITY: PROV: POSTAL CODE:

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :
CONS. MV DATE OF NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE
10
11
12
13
14
15
16 NAME : SECUREFACT TRANSACTION SERVICES, INC.
17 ADDRESS : 300-350 BAY STREET
CITY : TORONTO PROV : ON POSTAL CODE : M5H 2S6
LAST SCREEN

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

**Government
of Alberta** ■

**Personal Property Registry
Search Results Report**

Page 1 of 3

Search ID#: Z05206715

Transmitting Party

MCMILLAN LLP

1700, 421 - 7TH AVENUE SW
CALGARY, AB T2P 4K9

Party Code: 60001912
Phone #: 403 231 8381
Reference #: 223790

Search ID #: Z05206715

Date of Search: 2013-Nov-25

Time of Search: 11:33:23

Business Debtor Search For:

ARXX BUILDING PRODUCTS INC.

Exact Result(s) Only Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.

Be sure to read the reports carefully.



Search ID#: Z05206715

Business Debtor Search For:

ARXX BUILDING PRODUCTS INC.

Search ID #: Z05206715

Date of Search: 2013-Nov-25

Time of Search: 11:33:23

Registration Number: 10092022739

Registration-Type: SECURITY AGREEMENT

Registration Date: 2010-Sep-20

Registration Status: Current

Expiry Date: 2018-Sep-20 23:59:59

Exact Match on: Debtor

No: 1

Amendments to Registration

13061422332

Renewal

2013-Jun-14

Debtor(s)

Block

1 ARXX BUILDING PRODUCTS INC.
800 Division Street
Cobourg, ON K9A 5V2

Status

Current

Secured Party / Parties

Block

1 COMERICA BANK
200 Bay Street, Suite 2210
TORONTO, ON M5J 2J2

Status

Current

Collateral: General

Block

Description

1 All present and after-acquired personal property of the Debtor.

Status

Current

Particulars

Block

Additional Information

1

Status

Current

Search ID#: Z05206715

The complete address for the Secured Party is as follows:

Comerica Bank
200 Bay Street, Royal Bank Plaza, South Tower, Suite 2210
Toronto, Ontario
M5J 2J2
Canada

Result Complete





Rechercher une entreprise au registre

État de renseignements d'une personne morale au registre des entreprises

Renseignements en date du 2013-11-25 13:29:57

État des informations

Identification de l'entreprise

Numéro d'entreprise du Québec (NEQ) 1164989437
Nom ARXX BUILDING PRODUCTS INC.

Adresse du domicile

Adresse 100, KING STREET WEST, SUITE 4400
1 FIRST CANADIAN PLACE
TORONTO (ONTARIO) M5X1B1

Adresse du domicile élu

Nom de l'entreprise DAVIES WARD PHILLIPS & VINEBERG SENCRL

Adresse 26E-1501 av. McGill College
Montréal (Québec) H3A3N9
Canada

Immatriculation

Date d'immatriculation 2008-02-22
Statut Immatriculée
Date de mise à jour du statut 2008-02-22
Date de fin de l'existence Aucune date de fin d'existence n'est déclarée au registre.

Forme juridique

Forme juridique Société par actions ou compagnie
Date de la constitution 2007-11-26 Constitution
Régime constitutif ONTARIO : Loi sur les sociétés par actions, L.R.O. c.

Régime courant	B.16 ONTARIO : Loi sur les sociétés par actions, L.R.O. c. B.16
----------------	---

Dates des mises à jour

Date de mise à jour de l'état de renseignements	2013-04-23
Date de la dernière déclaration de mise à jour annuelle	2012-05-25 2012
Date de fin de la période de production de la déclaration de mise à jour annuelle de 2013	2013-08-03
Date de fin de la période de production de la déclaration de mise à jour annuelle de 2012	2012-08-03

Faillite

L'entreprise n'est pas en faillite.

Fusion et scission

La personne morale a fait l'objet de fusion(s).

Loi applicable	Date	Nom et domicile de la personne morale	NEQ
ONTARIO : Loi sur les sociétés par actions, L.R.O. c. B.16	2008-01-03	ARXX BUILDING PRODUCTS INC. 800 DIVISION STREET COBOURG (ONTARIO) K9A5V2	1164989437

Continuation et autre transformation

Aucune continuation ou autre transformation n'a été déclarée.

Liquidation ou dissolution

Aucune intention de liquidation ou de dissolution n'a été déclarée.

Activités économiques et nombre de salariés**1^{er} secteur d'activité**

Code d'activité économique (CAE)	7799
Activité	Autres services aux entreprises
Précisions (facultatives)	AUTRES SERVICES AUX ENTREPRISES

2^e secteur d'activité

Aucun renseignement n'a été déclaré.

Nombre de salariés

Nombre de salariés au Québec
Aucun

Convention unanime, actionnaires, administrateurs, dirigeants et fondé de pouvoir

Actionnaires

Premier actionnaire

Le premier actionnaire est majoritaire.

Nom ARXX CORPORATION
Adresse 800, DIVISION STREET COBOURG (ONTARIO)
K9A5V2

Convention unanime des actionnaires

Il n'existe pas de convention unanime des actionnaires.

Liste des administrateurs

Nom DEROSA, MICHAEL
Date du début de la charge
Date de fin de la charge
Fonctions actuelles Administrateur
Adresse 4042, HOWELL ROAD MALVERN PA 19355 ÉTATS UNIS

Nom KRANE, CHERYL
Date du début de la charge
Date de fin de la charge
Fonctions actuelles Administrateur
Adresse 515, CHERRY LANE LAKE OSWEGO, OR ÉTATS-UNIS 97034

Nom TONG, BRYANT
Date du début de la charge
Date de fin de la charge
Fonctions actuelles Administrateur

Adresse	6359, FAIRLANE DRIVE OAKLAND CA 94611 ÉTATS UNIS
Nom	MOURANT, P. GAEL
Date du début de la charge	
Date de fin de la charge	
Fonctions actuelles	Président
Adresse	800 DIVISION STREET COBOURG (ONTARIO) K9A5V2

Dirigeants non membres du conseil d'administration

Nom de famille	BERTRAND
Prénom	JOSÉE
Fonction	Secrétaire
Adresse	77, Hill Crescent Toronto ON M1M1J3 Canada

Fondé de pouvoir

Aucun renseignement n'a été déclaré.

Administrateurs du bien d'autrui

Il n'y a pas d'administrateur du bien d'autrui.

Établissements

Aucun établissement n'a été déclaré.

Documents en traitement

Aucun document n'est actuellement traité par le Registraire des entreprises.

Index des documents**Documents conservés**

Type de document	Date de dépôt au registre
Déclaration de mise à jour de correction	2013-04-23
DÉCLARATION DE MISE À JOUR ANNUELLE 2012	2012-05-25
DÉCLARATION DE MISE À JOUR ANNUELLE 2011	2012-05-25
Déclaration annuelle 2010	2010-09-23
Déclaration annuelle 2009	2010-02-16
Avis de défaut	2009-12-17

Déclaration d'immatriculation

2008-02-22

Index des noms

Date de mise à jour de l'index des noms 2013-04-23

Nom

Nom	Versions du nom dans une autre langue	Date de déclaration du nom	Date de déclaration du retrait du nom	Situation
ARXX BUILDING PRODUCTS INC.		2007-11-26		En vigueur

Autres noms utilisés au Québec

Autre nom	Versions du nom dans une autre langue	Date de déclaration du nom	Date de déclaration du retrait du nom	Situation
PRODUITS DE CONSTRUCTION ARXX		2008-02-22		En vigueur

Québec 

© Gouvernement du Québec



Rechercher une entreprise au registre

État de renseignements d'une personne morale au registre des entreprises

Renseignements en date du 2013-11-25 13:30:58

État des informations

Identification de l'entreprise

Numéro d'entreprise du Québec (NEQ)	1162437959
Nom	ARXX BUILDING PRODUCTS INC.

Adresse du domicile

Adresse	800 DIVISION STREET COBOURG (ONTARIO) K9A5V2
---------	--

Adresse du domicile élu

Nom de l'entreprise	JACK ANDERSON
Adresse	532, AVENUE WESTMINSTER DOLLARD-DES-ORMEAUX (QUÉBEC) H9G1E7

Immatriculation

Date d'immatriculation	2004-08-23
Statut	Radiée d'office suite à une fusion
Date de mise à jour du statut	2008-02-22
Date de fin de l'existence	Aucune date de fin d'existence n'est déclarée au registre.

Forme juridique

Forme juridique	Société par actions ou compagnie
Date de la constitution	1991-09-05 Constitution
Régime constitutif	ONTARIO : Loi sur les sociétés par actions, L.R.O. c. B.16

Régime courant ONTARIO : Loi sur les sociétés par actions, L.R.O. c. B.16

Dates des mises à jour

Date de mise à jour de l'état de renseignements 2008-02-22

Date de la dernière déclaration de mise à jour annuelle 2007-12-06 2007

Date de fin de la période de production de la déclaration de mise à jour annuelle de 2013 2013-11-15

Date de fin de la période de production de la déclaration de mise à jour annuelle de 2012 2012-11-15

Faillite

Aucune information n'a été déclarée au sujet de la faillite.

Fusion et scission

La personne morale a fait l'objet de fusion(s).

Loi applicable	Date	Nom et domicile de la personne morale	NEQ
ONTARIO : Loi sur les sociétés par actions, L.R.O. c. B.16	1998-01-01	AAB BUILDING SYSTEM INC.	1162437959

Continuation et autre transformation

Aucune continuation ou autre transformation n'a été déclarée.

Liquidation ou dissolution

Aucune intention de liquidation ou de dissolution n'a été déclarée.

Activités économiques et nombre de salariés

1^{er} secteur d'activité

Code d'activité économique (CAE) 7799

Activité Autres services aux entreprises

Précisions (facultatives) SALE OF INSULATED CONCRETE FORMS AND ACCESSORY PRODUCTS

2^e secteur d'activité

Aucun renseignement n'a été déclaré.

Nombre de salariés

Nombre de salariés au Québec

De 1 à 5

Convention unanime, actionnaires, administrateurs, dirigeants et fondé de pouvoir

Actionnaires

Premier actionnaire

Le premier actionnaire est majoritaire.

Nom

HORATION ENTERPRISE FUND LIMITED PART-
NERSHIP

Adresse

248, DOUGLAS AVENUE TORONTO (ONTARIO)
M5M1G8

Deuxième actionnaire

Nom

ROYNAT CAPITAL INC.

Adresse

40 KING STREET WEST 26 FL SCOTIA PLAZA
TORONTO (ONTARIO) M5H1H1

Troisième actionnaire

Nom

JAMES DOUGLAS DALE MANAGEMENT INC.

Adresse

915 MAIN ST. WEST LISTOWEL (ONTARIO)
N4W3L2

Convention unanime des actionnaires

Il n'existe pas de convention unanime des actionnaires.

Liste des administrateurs

Nom

CLARK, GREIG

Date du début de la charge

Date de fin de la charge

Fonctions actuelles

Adresse

248, DOUGLAS AVENUE TORONTO (ONTARIO)
M5M1G8

Nom

O'DEA, FRANK

362

Date du début de la charge
 Date de fin de la charge
 Fonctions actuelles : Président
 Adresse : 421, LANSDOWNE ROAD N. OTTAWA (ONTARIO)
 K1M0X8

Nom : FOOTE, GREGORY SCOTT
 Date du début de la charge
 Date de fin de la charge
 Fonctions actuelles : Administrateur
 Adresse : 8380 CAMARGO ROAD CINCINNATI OH 45243
 ÉTATS-UNIS

Nom : MOOR, ANDREW
 Date du début de la charge
 Date de fin de la charge
 Fonctions actuelles
 Adresse : 305 INGLEWOOD DRIVE TORONTO (ONTARIO)
 M4T1J4

Nom : ROY, ROBERT JOHN
 Date du début de la charge
 Date de fin de la charge
 Fonctions actuelles : Administrateur
 Adresse : 90 OAKRIDGE DRIVE SCARBOROUGH (ONTARIO)
 M1M2A4

Nom : BUTLER, RON
 Date du début de la charge
 Date de fin de la charge
 Fonctions actuelles : Administrateur
 Adresse : 7326, E. VALLEY VISTA DRIVE SCOTTSDALE, AZ
 85250 ÉTATS-UNIS

Dirigeants non membres du conseil d'administration

Nom : BLEWETT, DONALD
 Fonction : Secrétaire
 Adresse : 58 BROOK STREET RR #4 ROSENEATH
 (ONTARIO) K0K2X0

Nom : COVENEY, ROBERT

Fonction	Principal dirigeant
Adresse	99, CÔTE SAINT-CHARLES PAPINEAUVILLE (QUÉBEC) J0V1R0

Fondé de pouvoir

Aucun renseignement n'a été déclaré.

Administrateurs du bien d'autrui

Il n'y a pas d'administrateur du bien d'autrui.

Établissements

Aucun établissement n'a été déclaré.

Documents en traitement

Aucun document n'est actuellement traité par le Registraire des entreprises.

Index des documents

Documents conservés

Type de document	Date de dépôt au registre
Déclaration annuelle 2007	2007-12-06
Déclaration annuelle 2006	2007-12-06
Déclaration annuelle 2005	2007-12-06
Avis de défaut	2006-06-20
Déclaration modificative	2005-01-26
Déclaration d'immatriculation	2004-08-23

Index des noms

Date de mise à jour de l'index des noms 2008-02-22

Nom

Nom	Versions du nom dans une autre langue	Date de déclaration du nom	Date de déclaration du retrait du nom	Situation
ARXX BUILDING PRODUCTS INC.		1991-09-05	2008-02-22	Antérieur

Autres noms utilisés au Québec

364

Autre nom	Versions du nom dans une autre langue	Date de déclaration du nom	Date de déclaration du retrait du nom	Situation
PRODUITS DE CONSTRUCTION ARXX		2004-08-23	2008-02-22	Antérieur



© Gouvernement du Québec

365



Rechercher une entreprise au registre

Résultats de la recherche

Aucun dossier n'a été retrouvé pour cette recherche. (31428)

Inscrivez le nom ou le numéro associé à l'entreprise recherchée, puis cliquez sur Rechercher. Pour effectuer une recherche par nom ou par mots apparentés, ou encore pour préciser le domaine, le type ou l'étendue de la recherche, cliquez sur « Recherche avancée ». Consultez les instructions relatives à la recherche pour obtenir plus d'information.

La recherche simple permet de vérifier l'utilisation d'un nom au registre des entreprises avant de procéder à une demande de constitution ou à une déclaration d'immatriculation. Les résultats d'une telle recherche peuvent être acceptés à titre de rapport de recherche.

Objet de la recherche

LAB BUILDING SYSTEM INC.

Recherche avancée

0 dossier(s) trouvé(s)							
Numéro de dossier	Nom	Adresse	Statut	Date du changement d'état	Statut du nom	Date initiale	Date finale



© Gouvernement du Québec



Rechercher une entreprise au registre

Recherche avancée

Aucun dossier n'a été retrouvé pour cette recherche. (31428)

Inscrivez le nom ou le numéro associé à l'entreprise que vous recherchez. Vous devez sélectionner la banque de données ainsi que les types de recherche et d'entreprise désirés. Cliquez sur l'hyperlien « Recherche simple » pour modifier les paramètres de votre recherche et consultez les instructions relatives à la recherche pour obtenir plus d'information. La recherche avancée permet de vérifier l'utilisation d'un nom au registre des entreprises avant de procéder à une demande de constitution ou à une déclaration d'immatriculation. Les résultats d'une telle recherche peuvent être acceptés à titre de rapport de recherche.

Objet de la recherche

LAB BUILDING SYSTEM INC.

Recherche simple

Domaine de recherche

Sélectionnez la banque de données à partir de laquelle la recherche doit être effectuée. Par défaut, la recherche se fait au registre des entreprises. Si vous sélectionnez l'option « Fichier central des entreprises » ou « Fichier des autorités publiques », vous ne pourrez préciser le type d'entreprise recherché.

- Registre des entreprises du Québec (REQ)
- Fichier central des entreprises
- Autorités publiques

Type de recherche

- Par nom
- Par mots
- Par mots apparentés

Étendue de la recherche

- Sociétés de personnes
- Entreprises individuelles
- Personnes morales
- Tous

367

339

Page 1 sur 3



Date, heure, minute de certification : 2013-11-21 13:35

Critère de recherche Nom d'organisme : Arxx Building Products Inc.

Résultat exact (1)

Fiche	Inscription	Date	h:min
001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 10-0680563-0001	2010-09-29	13:02



Date, heure, minute de certification : 2013-11-21 13:35

Critère de recherche Nom d'organisme : Arxx Building Products Inc.

Noms présentant des similarités (63)

Nom	Code postal	Nombre de fiches détaillées
⊕ ANT BUILDING PRODUCTS CORP		
⊕ BLUELINX BUILDING PRODUCTS CANADA LTD	V3J 1S5	
⊕ BONHOMME BUILDING PRODUCTS LTD	K2E 7A6	
⊕ BUILDING PRODUCTS OF CANADA CORP	B3J 2N2	
⊕ BUILDING PRODUCTS OF CANADA CORP	B3J 2X2	
⊕ BUILDING PRODUCTS OF CANADA CORP	B3J 3N2	
⊕ BUILDING PRODUCTS OF CANADA CORP	H8R 1R8	
⊕ BUILDING PRODUCTS OF CANADA CORP	H8R 1R9	
⊕ BUILDING PRODUCTS OF CANADA CORP	N5W 3A7	
⊕ BUILDING PRODUCTS OF CANADA CORP	N6A 5J9	
⊕ BUILDING PRODUCTS OF CANADA CORP	T5J 2K8	
⊕ BUILDING PRODUCTS OF CANADA CORP LA CIE MATERIAUX...	B3J 2X2	
⊕ BUILDING PRODUCTS OF CANADA CORP LA CIE MATERIAUX...	N5W 3A7	
⊕ CAMPBELL BUILDING PRODUCTS LTD	G0C 1T0	
⊕ CUSTOM BUILDING PRODUCTS OF CANADA LTD	V3W 3G1	
⊕ DYNAMIC FOREST PRODUCTS DIVISION OF TAIGA BUILDIN...	V5H 4M2	
⊕ EMCO BUILDING PRODUCTS CORP	N6A 5J9	
⊕ EMCO BUILDING PRODUCTS LTD	N6A 5J9	
⊕ GENTEK BUILDING PRODUCTS LIMITED PARTNERSHIP	G1X 4X7	
⊕ GENTEK BUILDING PRODUCTS LIMITED PARTNERSHIP	H1J 2X4	
⊕ GENTEK BUILDING PRODUCTS LIMITED PARTNERSHIP	H9R 1B3	
⊕ GENTEK BUILDING PRODUCTS LIMITED PARTNERSHIP	L7L 5V5	
⊕ GENTEK BUILDING PRODUCTS LIMITED PRODUITS DE BATTI...	L7L 5V5	
⊕ GENTEK BUILDING PRODUCTS LP	G1X 4X7	
⊕ GENTEK BUILDING PRODUCTS LTD	H1J 2S1	
⊕ GENTEK BUILDING PRODUCTS LTD	H1J 2X4	
⊕ GENTEK BUILDING PRODUCTS LTD	H9H 4R9	
⊕ GENTEK BUILDING PRODUCTS LTD	H9R 1B3	
⊕ GENTEK BUILDING PRODUCTS LTD	L7L 5V5	
⊕ GENTEK BUILDING PRODUCTS LTD	M1B 3E9	
⊕ JAMES HARDIE BUILDING PRODUCTS	G0S 1E3	
⊕ JAMES HARDIE BUILDING PRODUCTS	H1S 1B3	
⊕ JAMES HARDIE BUILDING PRODUCTS	H2W 2A9	
⊕ LA CIE MATERIAUX DE CONSTRUCTION BP CANADA BUILDI...	N5W 3A7	
⊕ LES MATERIAUX DE CONSTRUCTION OLDCASTLE CANADA IN...	H1J 1A5	
⊕ NAMPAC BUILDING PRODUCTS INC	H4B 2M5	
⊕ OLD CASTLE BUILDING PRODUCTS		
⊕ OLD CASTLE BUILDING PRODUCTS CANADA INC	T2C 2K3	

⊞	OLD CASTLE BUILDING PRODUCTS CANADA INC	V5A 3G2
⊞	OLDCASTLE BUILDING PRODUCTS CANADA INC	E3L 4S6
⊞	OLDCASTLE BUILDING PRODUCTS CANADA INC	H1J 1A5
⊞	OLDCASTLE BUILDING PRODUCTS CANADA INC	V5A 3G2
⊞	OLDCASTLE BUILDING PRODUCTS CANADA INC LES MATERI...	H1J 1A5
⊞	PRIMESOURCE BUILDING PRODUCTS CANADA LTD	H9P 2R2
⊞	PRIMESOURCE BUILDING PRODUCTS CANADA LTD	L4V 1S6
⊞	PRODUITS DE BATIMENT FUSION BUILDING PRODUCTS INC...	H7C 0A5
⊞	PRODUITS DE BATIMENT GENTEX LIMITEE GENTEX BUILDI...	L7L 5V5
⊞	PRODUITS DE BATIMENT TAIGA TAIGA BUILDING PRODUCT...	V5H 4M2
⊞	TAIGA BUILDING PRODUCTS	V5H 4M2
⊞	TAIGA BUILDING PRODUCTS IN ITS ENGLISH FORM & PRO...	V5H 4M2
⊞	TAIGA BUILDING PRODUCTS LTD	G3A 1T1
⊞	TAIGA BUILDING PRODUCTS LTD	G3A 1T2
⊞	TAIGA BUILDING PRODUCTS LTD	J4B 5B2
⊞	TAIGA BUILDING PRODUCTS LTD	J4B 5H2
⊞	TAIGA BUILDING PRODUCTS LTD	L9W 1T5
⊞	TAIGA BUILDING PRODUCTS LTD	V4C 6C7
⊞	TAIGA BUILDING PRODUCTS LTD	V5H 4M2
⊞	TAIGA BUILDING PRODUCTS LTD	V5H 5M2
⊞	TAIGA BUILDING PRODUCTS PRODUITS DE BATIMENT TAIG...	V5H 4M2
⊞	VON ARX OUTILLAGE	J2G 9H9
⊞	VON ARX OUTILLAGE & MATRICE INC	J2G 9H9
⊞	VON ARX TOOL & DIE INC	J2G 9H9
⊞	WESTECH BUILDING PRODUCTS LTD	T2C 4Z9



Date, heure, minute de certification : 2013-11-21 13:35

Critère de recherche Nom d'organisme : ARXX Building Products Inc.

Critère de sélection Nom d'organisme : ARXX BUILDING PRODUCTS

: K9A5V2


Fiche Inscription

Date

001 HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION
10-0680565-0001

2010-09-29 13:02

Registre
des droits personnels
et réels mobiliers

Québec 

Date, heure, minute de certification : 2013-11-21 13:35

Critère de recherche Nom d'organisme : ARXX Building Products Inc.

Critère de sélection Nom d'organisme : ARXX BUILDING PRODUC... Code Postal : X9A5V2

Fiche 001 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
10-0680565-0001	2010-09-29 13:02	2020-09-29
HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION		

PARTIES

Titulaire

COMERICA BANK

Suite 2210, South Tower, Royal Bank Plaza, PO Box 61, Toronto, ON

Constituant

ARXX BUILDING PRODUCTS INC.

800 Division Street, Cobourg, ON

K9A 5V2

BIENS

The universality of ARXX BUILDING PRODUCTS INC.'s movable property, present and future, corporeal and incorporeal, wherever situated.

MENTIONS

Somme de l'hypothèque

\$6,000,000 with interest thereon from September 24, 2010 at the rate of 24% per annum.

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2010-09-24

AVIS D'ADRESSE

N° 029291



Date, heure, minute de certification : 2013-11-21 13:35

Critère de recherche Nom d'organisme : PRODUITS DE CONSTRUCTION ARXX

Résultat exact (0)

Aucun droit n'est inscrit au registre sous le nom consulté. Pour une recherche complète, il est recommandé de consulter aussi les résultats apparaissant sous l'onglet « Nom présentant des similarités », s'il y a lieu.



Date, heure, minute de certification : 2013-11-21 13:35

Critère de recherche Nom d'organisme : PRODUITS DE CONSTRUCTION ARXX

Noms présentant des similarités (41)

Nom	Code postal	Nombre de fiches détaillées
<input type="checkbox"/> ARXX BUILDING PRODUCTS INC	K9A 5V2	1
Fiche	Date	h:min
001 <input checked="" type="checkbox"/> HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 10-0680565-0001	2010-09-29	13:02
<input type="checkbox"/> BASF CONSTRUCTION CHEMICALS CANADA LTD PRODUITS C...	LSR 4H1	
<input type="checkbox"/> CONIK PRODUITS DE CONSTRUCTION INC	Q1X 4Y5	
<input type="checkbox"/> CONSTRUCTAIR INC	J0S 1V0	
<input type="checkbox"/> CONSTRUCTECK	J6T 5A5	
<input type="checkbox"/> CONSTRUCTELLE	J8P 7B9	
<input type="checkbox"/> CONSTRUCTELLE	J8R 3Y7	
<input type="checkbox"/> CONSTRUCTION	J0H 1B0	
<input type="checkbox"/> CONSTRUCTION LTD INC	J0H 2B0	
<input type="checkbox"/> CONSTRUCTOIT INC	G8B 4X6	
<input type="checkbox"/> LA CONSTRUCTION INC	H1R 1B3	
<input type="checkbox"/> LES CONSTRUCTIONS	G0A 1H0	
<input type="checkbox"/> LES CONSTRUCTIONS	G0S 1T0	
<input type="checkbox"/> LES CONSTRUCTIONS	G6C 1E1	
<input type="checkbox"/> LES CONSTRUCTIONS	G6H 0A1	
<input type="checkbox"/> LES CONSTRUCTIONS	H3H 1W2	
<input type="checkbox"/> LES CONSTRUCTIONS	H4W 2W2	
<input type="checkbox"/> LES CONSTRUCTIONS	J0N 1M0	
<input type="checkbox"/> LES CONSTRUCTIONS	J1M 0B2	
<input type="checkbox"/> LES CONSTRUCTIONS	J2C 7W9	
<input type="checkbox"/> LES CONSTRUCTIONS	J2L 1W7	
<input type="checkbox"/> LES CONSTRUCTIONS	J5K 2K3	
<input type="checkbox"/> LES CONSTRUCTIONS	J5M 1R1	
<input type="checkbox"/> LES CONSTRUCTIONS LTEE	J3Y 6T1	
<input type="checkbox"/> MARIMEX PRODUIT CONSTRUCTION L	H9G 1A8	
<input type="checkbox"/> MARIMEX PRODUITS DE CONSTRUCTI	H9O 1A8	
<input type="checkbox"/> MARIMEX PRODUITS DE CONSTRUCTION LTEE	H9E 1A8	
<input type="checkbox"/> MARIMEX PRODUITS DE CONSTRUCTION LTEE	H9O 1A8	
<input type="checkbox"/> PRODUITS & SERVICES DE LA CONSTRUCTION	G1N 4K3	
<input type="checkbox"/> PRODUITS & SERVICES DE LA CONSTRUCTION MONTREAL I...	H1J 2S4	
<input type="checkbox"/> PRODUITS & SERVICES DE LA CONSTRUCTION QUEBEC I	G1N 4K3	
<input type="checkbox"/> PRODUITS & SERVICES DE LA CONSTRUCTION QUEBEC INC...	G1N 4G9	
<input type="checkbox"/> PRODUITS & SERVICES DE LA CONSTRUCTION QUEBEC INC...	G1N 4K3	
<input type="checkbox"/> PRODUITS CHIMIQUES DE CONSTRUCTION BASF DU CANADA...	LSR 4H1	
<input type="checkbox"/> PRODUITS CHIMIQUES DE CONSTRUCTION BASF DU CANADA...	LSR 4H1	
<input type="checkbox"/> PRODUITS DE CONSTRUCTION CAN MAT INC	J0L 2L0	

<input type="checkbox"/> PRODUITS DE CONSTRUCTION NORZEC INC	H9P 2P4
<input type="checkbox"/> PRODUITS MOULES SYNERTECH DIVISION DE LES MATERIA...	J5R 4WS
<input type="checkbox"/> VON ARX OUTILLAGE	J2G 9H9
<input type="checkbox"/> VON ARX OUTILLAGE & MATRICE INC	J2G 9H9
<input type="checkbox"/> VON ARX TOOL & DIE INC	J2G 9H9

375

347

Page 1 sur 2



Date, heure, minute de certification : 2013-11-21 13:35

Critère de recherche Nom d'organisme : AAB BUILDING SYSTEM INC.

Résultat exact (0)

Aucun droit n'est inscrit au registre sous le nom consulté. Pour une recherche complète, il est recommandé de consulter aussi les résultats apparaissant sous l'onglet « Nom présentant des similarités », s'il y a lieu.



Date, heure, minute de certification : 2013-11-21 13:35

Critère de recherche Nom d'organisme : AAB BUILDING SYSTEM INC.

Noms présentant des similarités (7)

Nom	Code postal	Nombre de fiches détaillées
<input type="checkbox"/> AAB INSPECTEURS EN BATIMENTS INC	J7V 8M4	
<input type="checkbox"/> CVTECH AAB INC	G6G 2W2	
<input type="checkbox"/> CVTECH AAB INC	G6G 6P6	
<input type="checkbox"/> CVTECH AAB INC	J2C 6X9	
<input type="checkbox"/> INVENSYS BUILDING SYSTEMS CANADA LTD	L4N 4Y3	
<input type="checkbox"/> SYSTEMES DE CONSTRUCTION TECHNOLOGIQUE TBS LTEE T...	J3E 1X8	
<input type="checkbox"/> TECHNOLOGY BUILDING SYSTEMS TBS LTD	J3E 1X8	

UCC 1

2010091971

10/20/2010

Comerica Bank

LT1-5-2010091971-1

LT2-0-0-2

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
 Corporation Service Company 1-800-858-5294

B. SEND ACKNOWLEDGMENT TO* (Name and Address)

53184686 - 358060 - 10/1/2010

Corporation Service Company
 801 Adlai Stevenson Drive
 Springfield, IL 62703

Filed In: District of Columbia (S.O.S.)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - in full only (see debtor name (a) or (b); do not abbreviate or combine names)

1a. ORGANIZATION'S NAME ARXX BUILDING PRODUCTS INC

OR 1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS 800 DIVISION STREET CITY COBOURG STATE ON POSTAL CODE K9A 5V2 COUNTRY CAN

1d. SEE INSTRUCTIONS 1d. TYPE OF ORGANIZATION Corp. 1e. JURISDICTION OF ORGANIZATION CANADA 1f. ORGANIZATIONAL ID #, if any

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - in full only (see debtor name (a) or (b); do not abbreviate or combine names)

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. SEE INSTRUCTIONS 2d. TYPE OF ORGANIZATION 2e. JURISDICTION OF ORGANIZATION 2f. ORGANIZATIONAL ID #, if any

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR OR PARTY - in full only (see secured party name (a) or (b))

3a. ORGANIZATION'S NAME Comerica Bank

OR 3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS SUITE 2210, SOUTH TOWER, ROYAL BANK PLAZA, P.O. BOX 61 CITY TORONTO STATE ON POSTAL CODE M4W 3E2 COUNTRY CAN

4. THIS FINANCING STATEMENT covers the following collateral:
 SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

5. ALTERNATIVE DESIGNATION (if applicable) LESSEE/LESSOR CO-SIGNER/CO-SIGNOR BARE EDEMIOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. THIS FINANCING STATEMENT is to be filed (for records) in the REAL ESTATE RECORDS (Attach Address) 7. Check to REQUEST SEARCH REPORT (S) on Debtor(s) (ADDICHA: FEE) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA ARXX BUILDING PRODUCTS INC. (1934-1 - DGB) O.G. 603

53184686

ST

EXHIBIT A

THE FINANCING STATEMENT IS CONTINUED AND COVERS THE FOLLOWING TYPES OR ITEMS OF COLLATERAL:

All of the Debtor's right, title and interest in and to all its presently owned or held and after acquired or held personal property, of whatever nature or kind and wheresoever situate, and all proceeds thereof and therefrom including, without limitation:

(a) all present and future equipment, including, without limiting the generality of the foregoing, machinery, tools, fixtures, tenant improvement, furniture, chattels, motor vehicles and other tangible personal property that is not inventory, and all parts, components, attachments, accessories, accessories, replacements, substitutions, additions and improvements to any of the foregoing (all of which is hereinafter collectively called the "Equipment");

(b) all present and future inventory, including, without limiting the generality of the foregoing, goods acquired or held for sale or lease or furnished or to be furnished under contracts of rental or service, all raw materials, work in process, finished goods, returned goods, repossessed goods, and all packaging materials, supplies and containers relating to or used or consumed in connection with any of the foregoing (all of which is hereinafter collectively called the "Inventory");

(c) all debts, accounts, claims, demands, monies and choses in action which now are, or which may at any time hereafter be, due or owing to or owned by the Debtor and all books, records, documents, papers and electronically recorded data recording, evidencing or relating to the said debts, accounts, claims, demands, monies and choses in action or any part thereof (all of which is hereinafter collectively called the "Accounts");

(d) all documents of title, chattel paper, instruments, securities and money, and all other goods of the Debtor that are not Equipment, Inventory or Accounts;

(e) all Contracts (as defined in that certain General Security Agreement dated as of September 24, 2010, between Debtor and Secured Party, as it may be amended from time to time (the "GSA")), contractual rights, goodwill and all other choses in action of the Debtor of every kind which now are, or which may at any time hereafter be, due or owing to or owned by the Debtor, and all other intangible property of the Debtor which is not Accounts, chattel paper, instruments, documents of title, securities or money;

(f) all Intellectual Property (as defined in the GSA); and

(g) all of the Debtor's right, title and interest in and to any investment property, including all securities, securities accounts, and all security entitlements carried in any securities accounts.

The Collateral shall not include any Contract, Account, User License (as defined in the GSA), permit, licence, claim, demand, chose in action or other intangible which, as a matter of law or by its terms, is not assignable or may not be charged or otherwise encumbered by the Debtor without the consent, authorization, approval or waiver of a third party and until such consent, authorization, approval or waiver has been obtained.

Doc# 2010091971 Fees: 546.50
10/20/2010 11:17AM Page 2

Filed & Recorded in Official Records of
WASH DC RECORDER OF DEEDS LARRY TCOO

SURCHARGE \$ 6.50
UCCRECORD \$ 40.00

10/20/2010 11:17AM
Filed & Recorded in Official Records of

TAB O

This is Exhibit "O" referred to in the affidavit of Michael Moore made before me on this _____ day of December, 2013

SEE ATTACHED

A commissioner for taking affidavits
for

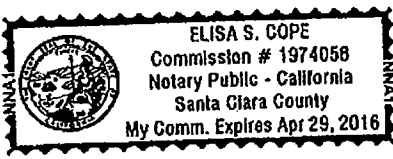
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of SANTA CLARA

On DEC. 9, 2013 before me, ELISA S. COPE, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared MICHAEL MOORE
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Elisa S. Cope*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____



PERSONAL PROPERTY SECURITY
REGISTRATION SYSTEM (ONTARIO)
ENQUIRY RESULTS

Prepared for :	MCMILLAN LLP - GLEN TREMBLAY
Reference :	G.TREMBLAY#223790
Docket :	#223790
Search ID :	512771
Date Processed :	11/25/2013 1:24:38 PM
Report Type :	PPSA Electronic Response
Search Conducted on :	ARXX CORPORATION
Search Type :	Business Debtor

DISCLAIMER :
This report has been generated using data provided by the Personal
Property Registration Branch, Ministry of Government Services,
Government of Ontario. No liability is undertaken regarding its correctness,
completeness, or the interpretation and use that are made of it.

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE
CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY SYSTEM IN RESPECT
OF THE FOLLOWING:

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: ARXX CORPORATION

FILE CURRENCY: November 24, 2013

RESPONSE CONTAINS: APPROXIMATELY 1 FAMILIES and 3 PAGES.

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS
WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME
IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE
OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT
ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

THE ABOVE REPORT HAS BEEN CREATED BASED ON THE DATA PROVIDED BY
THE PERSONAL PROPERTY REGISTRATION BRANCH, MINISTRY OF CONSUMER
AND BUSINESS SERVICES, GOVERNMENT OF ONTARIO. NO LIABILITY IS
UNDERTAKEN REGARDING ITS CORRECTNESS, COMPLETENESS, OR THE
INTERPRETATION AND USE THAT ARE MADE OF IT.

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR
CONDUCTED ON: ARXX CORPORATION
FILE CURRENCY: November 24, 2013

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 1 ENQUIRY PAGE : 1 OF 3

SEARCH : BD : ARXX CORPORATION

00 FILE NUMBER : 664560711 EXPIRY DATE : 20SEP 2018 STATUS :
01 CAUTION FILING : PAGE : 001 OF 2 MV SCHEDULE ATTACHED :
REG NUM : 20100920 1716 1590 8789 REG TYP: P PPSA REG PERIOD: 3
02 IND DOB : IND NAME:
03 BUS NAME: ARXX CORPORATION
OCN :
04 ADDRESS : 800 DIVISION STREET
CITY : COBOURG PROV: ON POSTAL CODE: K9A 5V2
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

COMERICA BANK
09 ADDRESS : 200 BAY STREET, ROYAL BANK PLAZA, SOUTH
CITY : TORONTO PROV: ON POSTAL CODE: M5J 2J2
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X X
YEAR MAKE MODEL V.I.N.

12 GENERAL COLLATERAL DESCRIPTION

16 AGENT: MCMILLAN LLP [AS/AL/0098002]
17 ADDRESS : 181 BAY ST., STE. 4400, BROOKFIELD PLACE
CITY : TORONTO PROV: ON POSTAL CODE: M5J 2T3

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR
CONDUCTED ON: ARXX CORPORATION
FILE CURRENCY: November 24, 2013

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 1 ENQUIRY PAGE : 2 OF 3

SEARCH : BD : ARXX CORPORATION

00 FILE NUMBER : 664560711 EXPIRY DATE : 20SEP 2018 STATUS :
01 CAUTION FILING : PAGE : 002 OF 2 MV SCHEDULE ATTACHED :
REG NUM : 20100920 1716 1590 8789 REG TYP: REG PERIOD:
02 IND DOB : IND NAME:
03 BUS NAME:
OCN :
04 ADDRESS :
CITY : PROV: POSTAL CODE:
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS : TOWER, SUITE 2210
CITY : PROV: POSTAL CODE:
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10
YEAR MAKE MODEL V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13
14
15
16 AGENT:
17 ADDRESS :
CITY : PROV: POSTAL CODE:

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR
 CONDUCTED ON: ARXX CORPORATION
 FILE CURRENCY: November 24, 2013

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 1 OF 1 ENQUIRY PAGE : 3 OF 3

SEARCH : BD : ARXX CORPORATION
 FILE NUMBER 664560711
 PAGE TOT REGISTRATION NUM REG TYPE
 01 CAUTION : 001 OF 1 MV SCHED: 20130613 1005 5064 8309
 21 REFERENCE FILE NUMBER : 664560711
 22 AMEND PAGE: NO PAGE: CHANGE: B RENEWAL REN YEARS: 05 CORR PER:
 23 REFERENCE DEBTOR/ IND NAME:
 24 TRANSFEROR: BUS NAME: ARXX CORPORATION

25 OTHER CHANGE:
 26 REASON:
 27 /DESCR:
 28 :
 02/05 IND/TRANSFEE:
 03/06 BUS NAME/TRFEE:
 OCN:
 04/07 ADDRESS:
 CITY: PROV: POSTAL CODE:

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
 CITY : PROV : POSTAL CODE :
 CONS. MV DATE OF NO FIXED
 GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE
 10
 11
 12
 13
 14
 15
 16 NAME : SECUREFACT TRANSACTION SERVICES, INC.
 17 ADDRESS : 300-350 BAY STREET
 CITY : TORONTO PROV : ON POSTAL CODE : M5H 2S6
 LAST SCREEN

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

Delaware

PAGE 1

The First State

CERTIFICATE

SEARCHED DECEMBER 2, 2013, AT 4:24 P.M.
FOR DEBTOR "ARXX CORPORATION"

1 OF 7 FINANCING STATEMENT 71673689
 EXPIRATION DATE: MAY 3, 2017
 DEBTOR: APEX CONSTRUCTION SYSTEMS, INC.
 15930 SW 72ND AVE ADDED 05-03-07
 PORTLAND OR 97224
 DEBTOR: ARXX CORPORATION
 15930 SW 72ND AVE ADDED 04-06-12
 PORTLAND OR 97224
 SECURED: DELL FINANCIAL SERVICES, L.P.
 12234 N. IH-35 BLDG B ADDED 05-03-07
 AUSTIN TX 78753

F I L I N G H I S T O R Y
 71673689 FILED 05-03-07 AT 2:40 P.M. FINANCING STATEMENT
 21254749 FILED 04-02-12 AT 12:37 P.M. CONTINUATION
 21338187 FILED 04-06-12 AT 10:11 A.M. AMENDMENT

2 OF 7 FINANCING STATEMENT 71895993
 EXPIRATION DATE: MAY 18, 2017
 DEBTOR: APEX CONSTRUCTION SYSTEMS, INC.
 15930 SW 72ND AVE ADDED 05-18-07
 PORTLAND OR 97224
 DEBTOR: ARXX CORPORATION
 15930 SW 72ND AVE ADDED 04-06-12
 PORTLAND AL 97224
 SECURED: DELL FINANCIAL SERVICES, L.P.
 12234 N. IH-35 BLDG B ADDED 05-18-07
 AUSTIN TX 78753

F I L I N G H I S T O R Y
 71895993 FILED 05-18-07 AT 5:04 P.M. FINANCING STATEMENT
 21319302 FILED 04-05-12 AT 11:17 A.M. CONTINUATION
 21338831 FILED 04-06-12 AT 11:09 A.M. AMENDMENT

3 OF 7 FINANCING STATEMENT 72258621
 EXPIRATION DATE: JUNE 14, 2017
 DEBTOR: APEX CONSTRUCTION SYSTEMS, INC.



Jeffrey W. Bullock

 Jeffrey W. Bullock, Secretary of State

20134722782UCXN
 131365483

AUTHENTICATION: 0937360
 DATE: 12-02-13

Delaware

PAGE 2

The First State

OREGON BUSINESS PARK I 15930 SW 72ND AVE
 PORTLAND OR 97224
 DEBTOR: ARXX CORPORATION
 OREGON BUSINESS PARK I, 15930 SW 72ND AVE
 PORTLAND OR 97224
 SECURED: DELL FINANCIAL SERVICES, L.P.
 12234 N. IH-35 BLDG B AUSTIN TX 78753
 ADDED 06-14-07
 ADDED 05-09-12
 ADDED 06-14-07

F I L I N G H I S T O R Y

72258621 FILED 06-14-07 AT 10:23 P.M. FINANCING STATEMENT
 21714452 FILED 05-03-12 AT 9:54 A.M. CONTINUATION
 21788589 FILED 05-09-12 AT 10:29 A.M. AMENDMENT

4 OF 7 FINANCING STATEMENT 72772498
 EXPIRATION DATE: JULY 24, 2017
 DEBTOR: APEX CONSTRUCTION SYSTEMS, INC.
 15930 SW 72ND AVE PORTLAND OR 97224
 DEBTOR: ARXX CORPORATION
 15930 SW 72ND AVE PORTLAND OR 97224
 SECURED: DELL FINANCIAL SERVICES, L.P.
 12234 N. IH-35 BLDG B AUSTIN TX 78753
 ADDED 07-24-07
 ADDED 06-06-12
 ADDED 07-24-07

F I L I N G H I S T O R Y

72772498 FILED 07-24-07 AT 5:27 A.M. FINANCING STATEMENT
 22095430 FILED 05-31-12 AT 4:45 P.M. CONTINUATION
 22159368 FILED 06-06-12 AT 10:01 A.M. AMENDMENT

5 OF 7 FINANCING STATEMENT 80007763
 EXPIRATION DATE: JANUARY 2, 2018
 DEBTOR: APEX CONSTRUCTION SYSTEMS, INC.
 15930 SW 72ND AVE PORTLAND OR 97224
 DEBTOR: ARXX CORPORATION
 15930 SW 72ND AVE PORTLAND OR 97224
 SECURED: DELL FINANCIAL SERVICES, L.P.
 ADDED 01-02-08
 ADDED 11-14-12



20134722782UCXN
 131365483


 Jeffrey W. Bullock, Secretary of State

AUTHENTICATION: 0937360

DATE: 12-02-13

Delaware

PAGE 3

The First State

12234 N. IH-35 BLDG B AUSTIN TX 78753 ADDED 01-02-08

F I L I N G H I S T O R Y

80007763 FILED 01-02-08 AT 1:44 P.M. FINANCING STATEMENT

24275782 FILED 11-06-12 AT 2:26 P.M. CONTINUATION

24393916 FILED 11-14-12 AT 12:29 P.M. AMENDMENT

6 OF 7 FINANCING STATEMENT 03390550

EXPIRATION DATE: SEPTEMBER 29, 2015

DEBTOR: ARXX CORPORATION
800 DIVISION STREET COBOURG, ON, CAN K9A 5V2 ADDED 09-29-10

SECURED: COMERICA BANK
SUITE 2210, SOUTH TOWER, ROYAL BANK PLAZA, P.O. BOX 61 TORONTO, ON, CAN M4W 3E2 ADDED 09-29-10

F I L I N G H I S T O R Y

03390550 FILED 09-29-10 AT 2:05 P.M. FINANCING STATEMENT

03788068 FILED 10-28-10 AT 5:45 P.M. AMENDMENT

7 OF 7 FINANCING STATEMENT 13818336

EXPIRATION DATE: SEPTEMBER 21, 2016

DEBTOR: ARXX CORPORATION
800 DIVISION STREET COBOURG, ON, CAN K9A 5V2 ADDED 09-21-11

SECURED: DFJ ELEMENT, I.P.
THREE RADNOR CORP. CTR., SUITE 410, 100 MATSONFORD ROAD RADNOR PA 19087 ADDED 09-21-11

F I L I N G H I S T O R Y

13818336 FILED 09-21-11 AT 3:50 P.M. FINANCING STATEMENT

14342120 FILED 10-21-11 AT 1:59 P.M. TERMINATION

E N D O F F I L I N G H I S T O R Y

THE UNDERSIGNED FILING OFFICER HEREBY CERTIFIES THAT THE ABOVE LISTING IS A RECORD OF ALL PRESENTLY EFFECTIVE FINANCING STATEMENTS, FEDERAL TAX LIENS AND UTILITY SECURITY INSTRUMENTS FILED IN THIS OFFICE WHICH NAME THE ABOVE DEBTOR, AS OF NOVEMBER 19, 2013 AT 11:59 P.M.



Jeffrey W. Bullock

 Jeffrey W. Bullock, Secretary of State

20134722782UCXN

131365483

AUTHENTICATION: 0937360

DATE: 12-02-13

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 02:40 PM 05/03/2007
INITIAL FILING # 2007 1673689
SRV: 070516085

A. NAME & PHONE OF CONTACT AT FILER [optional]
 Diligenz 8008585294

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

DILIGENZ, INC.
 6500 HARBOR HEIGHTS PARKWAY
 SUITE 400
 MCKINNEY WA 98275

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
 APEX CONSTRUCTION SYSTEMS, INC.

OR

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE OR POSTAL CODE COUNTRY
 15930 SW 72ND AVE PORTLAND 97224 US

1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION
 CORPORATION DE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE OR POSTAL CODE COUNTRY

2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR(S)) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
 DELL FINANCIAL SERVICES L.P.

OR

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE OR POSTAL CODE COUNTRY
 12234 N. IH-35 BLDG B AUSTIN TX 78753 US

5. ALTERNATIVE DESIGNATION - Lessee-Lessor

6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum if applicable

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA
 [26255501]

UCC FINANCING STATEMENT ADDENDUM - COLLATERAL

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT		
9a. ORGANIZATION'S NAME		
APEX CONSTRUCTION SYSTEMS, INC.		
OR	9b. INDIVIDUAL'S LAST NAME	
	FIRST NAME	MIDDLE NAME, SUFFIX

THIS FINANCING STATEMENT covers the following collateral

All computer equipment and peripherals (collectively "Equipment") wherever located heretofore or hereafter leased to Lessee by Lessor pursuant to that certain Lease #008461011-002 dated APRIL 27, 2007, any other Equipment leased pursuant to Leases that are in substantially the same form attached, and all of Lessee's rights, title and interest in and to use any software and services (collectively "Software") financed under and described in the Lease, including without limitation all substitutions, additions accessions and replacements thereto, and thereof, now or hereafter installed in, affixed to, or used in, conjunction with the Equipment and Software and proceeds thereof together with all rental or installment payments, insurance proceeds, credits or refunds obtained by Lessee from a manufacturer, licensor or service provider, or other proceeds and payments due and to become due and arising from or relating to said Equipment, Software or Lease.

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
 Cisella Melendez 8008335778

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

UCC DIRECT SERVICES
 2727 ALLEN PARKWAY
 SUITE 1000
 HOUSTON TX 77019

DELAWARE DEPARTMENT OF STATE
 U.C.C. FILING SECTION
 FILED 12:37 PM 04/02/2012
 INITIAL FILING # 2007 1673689
 AMENDMENT # 2012 1254749
 SRV: 120383567

1a. INITIAL FINANCING STATEMENT FILE #
2007 1673689

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial). Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.
 Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.
 CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name if name change in item 7a or 7b and/or new address if address change in item 7c. DELETE name: Give record name to be deleted in item 6a or 6b. ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION

8. AMENDMENT (COLLATERAL CHANGE): check only one box.
 Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT
 DELL FINANCIAL SERVICES L.P.

10. OPTIONAL FILER REFERENCE DATA
 DE-0-32635645-46312538

394

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 10:11 AM 04/06/2012
INITIAL FILING # 2007 1673689
AMENDMENT # 2012 1338187
SRV: 120403582

A. NAME & PHONE OF CONTACT AT FILER [optional]
 Gisella Melendez 8008335778
 B. SEND ACKNOWLEDGMENT TO: (Name and Address)
 UCC DIRECT SERVICES
 2727 ALLEN PARKWAY
 SUITE 1000
 HOUSTON TX 77019

1a. INITIAL FINANCING STATEMENT FILE #
2007 1673689

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] [or recorded] in the REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 8.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.
 Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. DELETE name: Give record name to be deleted in item 6a or 6b. ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR 6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME
ARXX CORPORATION

OR 7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
15930 SW 72ND AVE PORTLAND OR 97224 US

7e. TYPE OF ORGANIZATION CORPORATION 7f. JURISDICTION OF ORGANIZATION DE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.
 Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. NAME of SECURED PARTY of RECORD AUTHORIZING THIS AMENDMENT
DELL FINANCIAL SERVICES L.P.

10. OPTIONAL FILER REFERENCE DATA
DE-0-32699569-46324778

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 05:04 PM 05/18/2007
INITIAL FILING # 2007 1895993

SRV: 070587869

A. NAME & PHONE OF CONTACT AT FILER (optional)
 Diligenz 8009585294

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

DILIGENZ, INC.
 6500 HARBOR HEIGHTS PARKWAY
 SUITE 400
 MOKILLEO WA 98275

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
 APEX CONSTRUCTION SYSTEMS, INC.

OR

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE OR POSTAL CODE COUNTRY
 15930 SW 72ND AVE PORTLAND 97224 US

1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION
 CORPORATION DE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
 DELL FINANCIAL SERVICES L.P.

OR

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
 12234 N. IH-35 BLDG B AUSTIN TX 78753 US

5. ALTERNATIVE DESIGNATION - Lessee-Lessor

6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum if applicable

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (OPTIONAL FEE)

All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA
 [26568769]

UCC FINANCING STATEMENT ADDENDUM - COLLATERAL

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT		
9a. ORGANIZATION'S NAME		
APEX CONSTRUCTION SYSTEMS, INC.		
OH	9b. INDIVIDUAL'S LAST NAME	
	FIRST NAME	MIDDLE NAME, SUFFIX

This FINANCING STATEMENT covers the following collateral
 All computer equipment and peripherals (collectively "Equipment") wherever located heretofore or hereafter leased to Lessee by Lessor pursuant to that certain Lease #008530219-001 dated MAY 17, 2007, any other Equipment leased pursuant to Leases that are in substantially the same form attached, and all of Lessee's rights, title and interest in and to use any software and services (collectively "Software") financed under and described in the Lease, including without limitation all substitutions, additions accessions and replacements thereto, and thereof, now or hereafter installed in, affixed to, or used in, conjunction with the Equipment and Software and proceeds thereof together with all rental or installment payments, insurance proceeds, credits or refunds obtained by Lessee from a manufacturer, licensor or service provider, or other proceeds and payments due and to become due and arising from or relating to said Equipment, Software or Lease.

UCC FINANCING STATEMENT AMENDMENT

367

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
 Gisella Melendez 8008335778

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

UCC DIRECT SERVICES
 2727 ALLEN PARKWAY
 SUITE 1000
 HOUSTON TX 77019

DELAWARE DEPARTMENT OF STATE
 U.C.C. FILING SECTION
 FILED 11:17 AM 04/05/2012
 INITIAL FILING # 2007 1895993
 AMENDMENT # 2012 1319302
 SRV: 120399069

1a. INITIAL FINANCING STATEMENT FILE #
 2007 1895993

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial). Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Obligor or Secured Party of record. Check only one of these two boxes.
 Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.
 CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. DELETE name: Give record name to be deleted in item 6a or 6b. ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION

8. AMENDMENT (COLLATERAL CHANGE): check only one box.
 Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. NAME of SECURED PARTY of RECORD AUTHORIZING THIS AMENDMENT
 DEFL FINANCIAL SERVICES L.P.

10. OPTIONAL FILER REFERENCE DATA
 DE-0-32685513-46322001

398

UCC FINANCING STATEMENT AMENDMENT

368

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
 Gisella Melendez 8008335778

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

UCC DIRECT SERVICES
 2727 ALLEN PARKWAY
 SUITE 1000
 HOUSTON TX 77019

DELAWARE DEPARTMENT OF STATE
 U.C.C. FILING SECTION
 FILED 11:09 AM 04/06/2012
 INITIAL FILING # 2007 1895993
 AMENDMENT # 2012 1338831
 SRV: 120403705

1a. INITIAL FINANCING STATEMENT FILE #
 2007 1895993

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c.
 DELETE name: Give record name to be deleted in item 6a or 6b.
 ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR 6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME
 BRXX CORPORATION

OR 7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

15930 SW 72ND AVE PORTLAND OR 97224 US

7d. TYPE OF ORGANIZATION 7e. JURISDICTION OF ORGANIZATION

CORPORATION DE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. NAME of SECURED PARTY of RECORD AUTHORIZING THIS AMENDMENT
 DELL FINANCIAL SERVICES L.P.

10. OPTIONAL FILER REFERENCE DATA
 DE-0-32701408-46325313

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
 Diligenz 8008585294

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

DILIGENZ, INC.
 6500 HARBOR HEIGHTS PARKWAY
 SUITE 400
 MKKILFEO WA 98275

DELAWARE DEPARTMENT OF STATE
 U.C.C. FILING SECTION
 FILED 10:23 PM 06/14/2007
 INITIAL FILING # 2007 2258621
 SRV: 070712756

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
 APEX CONSTRUCTION SYSTEMS, INC

OR

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
 OREGON BUSINESS PARK I 15930 SW 72ND AVE PORTLAND OR 97224 US

1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION
 CORPORATION DE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
 DELL FINANCIAL SERVICES L.P.

OR

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
 12234 N. IH-35 BLDG B AUSTIN TX 78753 US

5. ALTERNATIVE DESIGNATION - Lessee-Lessor

6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable) 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA
 [2711 6399]

UCC FINANCING STATEMENT ADDENDUM - COLLATERAL

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT		
9a. ORGANIZATION'S NAME		
APEX CONSTRUCTION SYSTEMS, INC		
OR	9b. INDIVIDUAL'S LAST NAME	
	FIRST NAME	MIDDLE NAME, SUFFIX

This FINANCING STATEMENT covers the following collateral

All computer equipment and peripherals (collectively "Equipment") wherever located heretofore or hereafter leased to Lessee by Lessor pursuant to that certain Lease #008558727-001 dated JUNE 13, 2007, any other Equipment leased pursuant to Leases that are in substantially the same form attached, and all of Lessee's rights, title and interest in and to use any software and services (collectively "Software") financed under and described in the Lease, including without limitation all substitutions, additions accessions and replacements thereto, and thereof, now or hereafter installed in, affixed to, or used in, conjunction with the Equipment and Software and proceeds thereof together with all rental or installment payments, insurance proceeds, credits or refunds obtained by Lessee from a manufacturer, licensor or service provider, or other proceeds and payments due and to become due and arising from or relating to said Equipment, Software or Lease.

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
 Gisella Melendez 8008335778

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

UCC DIRECT SERVICES
 2727 ALLEN PARKWAY
 SUITE 1000
 HOUSTON TX 77019

DELAWARE DEPARTMENT OF STATE
 U.C.C. FILING SECTION
 FILED 09:54 AM 05/03/2012
 INITIAL FILING # 2007 2258621
 AMENDMENT # 2012 1714452
 SRV: 120503971

1a. INITIAL FINANCING STATEMENT FILE #
 2007 2258621

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in Item 7a or 7b and address of assignee in Item 7c; and also give name of assignor in Item 8.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.
 Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.
 CHANGE name and/or address: Give current record name in Item 6a or 6b; also give new name (if name change) in Item 7a or 7b and/or new address (if address change) in Item 7c. DELETE name: Give record name to be deleted in Item 6a or 6b. ADD name: Complete Item 7a or 7b, and also Item 7c; also complete Items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7c. MAILING ADDRESS

CITY	STATE	POSTAL CODE	COUNTRY
------	-------	-------------	---------

7d. TYPE OF ORGANIZATION

7e. JURISDICTION OF ORGANIZATION

8. AMENDMENT (COLLATERAL CHANGE): check only one box.
 Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. NAME of SECURED PARTY of RECORD AUTHORIZING THIS AMENDMENT
 DELL FINANCIAL SERVICES L.P.

10. OPTIONAL FILER REFERENCE DATA
 DE-0-33053607-46389513

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 10:29 AM 05/09/2012
INITIAL FILING # 2007 2258621
AMENDMENT # 2012 1788589
SRV: 120533162

A. NAME & PHONE OF CONTACT AT FILER (optional)
Gisella Molendez 8008335778
B. SEND ACKNOWLEDGMENT TO: (Name and Address)
UCC DIRECT SERVICES
2727 ALLEN PARKWAY
SUITE 1000
HOUSTON TX 77019

1a. INITIAL FINANCING STATEMENT FILE # 2007 2258621
1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 8.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. DELETE name: Give record name to be deleted in item 6a or 6b. ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:
6a. ORGANIZATION'S NAME
OR
6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:
7a. ORGANIZATION'S NAME
ARXX CORPORATION
OR
7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
OREGON BUSINESS PARK I, 15930 SW 72ND AVE PORTLAND OR 97224 US

7e. TYPE OF ORGANIZATION CORPORATION
7f. JURISDICTION OF ORGANIZATION DE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.
Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. NAME of SECURED PARTY of RECORD AUTHORIZING THIS AMENDMENT
DELL FINANCIAL SERVICES L.P.

10. OPTIONAL FILER REFERENCE DATA
DE-0-33155510-46402411

UCC FINANCING STATEMENT

373

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
 Diligenz 8008585294

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

DILIGENZ, INC.
 6500 HARBOR HEIGHTS PARKWAY
 SUITE 400
 MUKILTEO WA 98275

DELAWARE DEPARTMENT OF STATE
 U.C.C. FILING SECTION
 FILED 05:27 AM 07/24/2007
 INITIAL FILING # 2007 2772498
 SRV: 070843737

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
 APEX CONSTRUCTION SYSTEMS, INC.

OR

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
 15930 SW 72ND AVE PORTLAND OR 97224 US

1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION
 CORPORATION DE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
 DELL FINANCIAL SERVICES L.P.

OR

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
 12234 N. IH-35 BLDG B AUSTIN TX 78753 US

5. ALTERNATIVE DESIGNATION - Lessee-Lessor

6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum if applicable.

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) All Debtors Debtor 1 Debtor 2 for None

8. OPTIONAL, FII FR REFERENCE DATA
 [27848328]

UCC FINANCING STATEMENT ADDENDUM - COLLATERAL

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT		
9a. ORGANIZATION'S NAME		
APEX CONSTRUCTION SYSTEMS, INC.		
OR	9b. INDIVIDUAL'S LAST NAME	
	FIRST NAME	MIDDLE NAME, SUFFIX

This FINANCING STATEMENT covers the following collateral

All computer equipment and peripherals (collectively "Equipment") wherever located heretofore or hereafter leased to Lessee by Lessor pursuant to that certain Lease #008461011-004 dated JULY 19, 2007, any other Equipment leased pursuant to Leases that are in substantially the same form attached, and all of Lessee's rights, title and interest in and to use any software and services (collectively "Software") financed under and described in the Lease, including without limitation all substitutions, additions accessions and replacements thereto, and thereof, now or hereafter installed in, affixed to, or used in, conjunction with the Equipment and Software and proceeds thereof together with all rental or installment payments, insurance proceeds, credits or refunds obtained by Lessee from a manufacturer, licensor or service provider, or other proceeds and payments due and to become due and arising from or relating to said Equipment, Software or Lease.

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
 Gisella Melendez 8008335778

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

UCC DIRECT SERVICES
 2727 ALLEN PARKWAY
 SUITE 1000
 HOUSTON TX 77019

DELAWARE DEPARTMENT OF STATE
 U.C.C. FILING SECTION
 FILED 04:45 PM 05/31/2012
 INITIAL FILING # 2007 2772498
 AMENDMENT # 2012 2095430
 SRV: 120683045

1a. INITIAL FINANCING STATEMENT FILE #
 2007 2772498

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 6

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.
 Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name changed) in item 7a or 7b and/or new address (if address change) in item 7c. DELETE name: Give record name to be deleted in item 6a or 6b. ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

7d. TYPE OF ORGANIZATION	7e. JURISDICTION OF ORGANIZATION

8. AMENDMENT (COLLATERAL CHANGE): check only one box.
 Describe collateral deleted or added, or give entire related collateral description, or describe collateral assigned.

9. NAME of SECURED PARTY of RECORD AUTHORIZING THIS AMENDMENT
 DELL FINANCIAL SERVICES L.P.

10. OPTIONAL FILER REFERENCE DATA
 DE-0-33435295-46453644

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
 Gisella Malendez 8008335778

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

UCC DIRECT SERVICES
 2727 ALLEN PARKWAY
 SUITE 1000
 HOUSTON TX 77019

DELAWARE DEPARTMENT OF STATE
 U.C.C. FILING SECTION
 FILED 10:01 AM 06/06/2012
 INITIAL FILING # 2007 2772498
 AMENDMENT # 2012 2159368
 SRV: 120707593

1a. INITIAL FINANCING STATEMENT FILE #
 2007 2772498

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in Item 7a or 7b and address of assignee in Item 7c; and also give name of assignor in Item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.
 Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. DELETE name: Give record name to be deleted in item 6a or 6b. ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME
 ARXX CORPORATION

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7c. MAILING ADDRESS

15930 SW 72ND AVE	GITY PORTLAND	STATE OR	POSTAL CODE 97224	COUNTRY US
-------------------	------------------	-------------	----------------------	---------------

7a. TYPE OF ORGANIZATION CORPORATION	7i. JURISDICTION OF ORGANIZATION DE
---	--

8. AMENDMENT (COLLATERAL CHANGE): check only one box.
 Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. NAME of SECURED PARTY of RECORD AUTHORIZING THIS AMENDMENT
 DELL FINANCIAL SERVICES L.P.

10. OPTIONAL FILER REFERENCE DATA
 DE-0-33492113-46465887

UCC FINANCING STATEMENT

377

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
 Diligenz 8008595294

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

DILIGENZ, INC.
 6500 HARBOR HEIGHTS PARKWAY
 SUITE 400

MIAMI BEACH FL 33139

DELAWARE DEPARTMENT OF STATE
 U.C.C. FILING SECTION
 FILED 01:44 PM 01/02/2008
 INITIAL FILING # 2008 0007763
 SRV: 080002084

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
 APEX CONSTRUCTION SYSTEMS, INC.

OR

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
 15930 SW 72ND AVE PORTLAND OR 97224 US

1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION
 CORPORATION DE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
 DELO FINANCIAL SERVICES L.P.

OR

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
 12234 N. IH-35 BLDG B AUSTIN TX 78753 US

4. This FINANCING STATEMENT covers the following collateral:

All computer equipment and peripherals (collectively "Equipment") wherever located heretofore or hereafter leased to Lessee by Lessor pursuant to that certain Lease #008461011-009 dated DECEMBER 24, 2007, any other Equipment leased pursuant to Leases that are in substantially the same form attached, and all of Lessee's rights, title and interest in and to use any software and services (collectively "Software") financed under and described in the Lease, including without limitation all substitutions, additions accessions and replacements thereto, and thereof, now or hereafter installed in, affixed to, or used in, conjunction with the Equipment and Software and proceeds thereof together with all rental or installment payments, insurance proceeds, credits or refunds obtained by Lessee from a manufacturer, licensor or service provider, or other proceeds and payments due and to become due and arising from or relating to said Equipment, Software or Lease.

5. ALTERNATIVE DESIGNATION - Lessee-Lessor

6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum. (if applicable)

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (Additional Fee) (optional)

All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA
 [31278112]

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 02:26 PM 11/06/2012
INITIAL FILING # 2008 0007763
AMENDMENT # 2012 4275782
SRV: 121199256

A. NAME & PHONE OF CONTACT AT FILER (optional)
 Gisella Melendez 80089335778

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

UCC DIRECT SERVICES
 2727 ALLEN PARKWAY
 SUITE 1000
 HOUSTON TX 77019

1a. INITIAL FINANCING STATEMENT FILE #
2008 0007763

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.
 Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.
 CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. DELETE name: Give record name to be deleted in item 6a or 6b. ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
7e. TYPE OF ORGANIZATION		7f. JURISDICTION OF ORGANIZATION		

8. AMENDMENT (COLLATERAL CHANGE): check only one box.
 Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. NAME of SECURED PARTY of RECORD AUTHORIZING THIS AMENDMENT
 DELL FINANCIAL SERVICES L.P.

10. OPTIONAL FILER REFERENCE DATA
 DE-0-35520345-46925663

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
 Gisella Melendez 8008335778

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

VCC DIRECT SERVICES
 2727 ALLEN PARKWAY
 SUITE 1000
 HOUSTON TX 77019

DELAWARE DEPARTMENT OF STATE
 U.C.C. FILING SECTION
 FILED 12:29 PM 11/14/2012
 INITIAL FILING # 2008 0007763
 AMENDMENT # 2012 4393916
 SRV: 121227038

1a. INITIAL FINANCING STATEMENT FILE #
 2008 0007763

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. DELETE name: Give record name to be deleted in item 6a or 6b. ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME
 ARXX CORPORATION

OR

7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

15930 SW 72ND AVE PORTLAND OR 97224 US

7d. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION

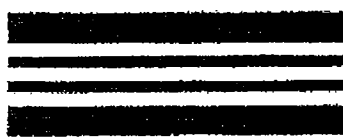
CORPORATION DE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. NAME of SECURED PARTY of RECORD AUTHORIZING THIS AMENDMENT
 DELL FINANCIAL SERVICES L.P.

10. OPTIONAL FILER REFERENCE DATA
 DE-0-35611322-46943605



UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
 Corporation Service Company 1-800-858-5294

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

53097133 - 358060 - 9/28/2010

Corporation Service Company
 801 Adlai Stevenson Drive
 Springfield, IL 62703

Filed In: Delaware (S.O.S.)

DELAWARE DEPARTMENT OF STATE
 U.C.C. FILING SECTION
 FILED 02:05 PM 09/29/2010
 INITIAL FILING # 2010 3390550

SRV: 100952540

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME ARXX CORPORATION

OR

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS 800 Division Street CITY Cobourg STATE ON POSTAL CODE K9A 5V2 COUNTRY CAN

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION Corp. 1f. JURISDICTION OF ORGANIZATION DE 1g. ORGANIZATIONAL ID #, if any 3658386 NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR/S/P) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME Comerica Bank

OR

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS Suite 2210, South Tower, Royal Bank Plaza, P.O. Box 61 CITY Toronto STATE ON POSTAL CODE M4W 3E2 COUNTRY CAN

4. This FINANCING STATEMENT covers the following collateral:

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER A.G. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (or record) (or recorded) in the REAL ESTATE RECORDS. Attach Affidavit 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (OPTIONAL FEE) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA ARXX CORPORATION (1634-1 - DCB) DE SOS

53097133

EXHIBIT A

DESCRIPTION OF COLLATERAL

All personal property of Debtor whether presently existing or hereafter created or acquired, and wherever located, including, but not limited to:

(a) all accounts (including health-care-insurance receivables), chattel paper (including tangible and electronic chattel paper), deposit accounts, documents (including negotiable documents), equipment (including all accessions and additions thereto), general intangibles (including payment intangibles and software), goods (including fixtures), instruments (including promissory notes), inventory (including all goods held for sale or lease or to be furnished under a contract of service, and including returns and repossessions), investment property (including securities and securities entitlements), letter of credit rights, money, and all of Debtor's books and records with respect to any of the foregoing, and the computers and equipment containing said books and records;

(b) all of the membership interests identified on Schedules 3.4(a) and 3.4(b) attached hereto (or any addendum thereto), all membership interests of the Persons identified as Issuers on Schedules 3.4(a) and 3.4(b) attached hereto (each an "Issuer"), and all securities convertible or exchangeable into, and all warrants, options, or other rights to purchase, the membership interests of Issuer; to the extent of Debtor's interest therein, all shares of, all securities convertible or exchangeable into, and all warrants, options, or other rights to purchase shares of stock of any Person in which Debtor acquires a direct equity interest, irrespective of whether such Person is or becomes a Subsidiary of Debtor; the certificates or instruments representing such additional shares, convertible or exchangeable securities, warrants, and other rights and all dividends, cash, options, warrants, rights, instruments, and other property or proceeds from time to time received, receivable, or otherwise distributed in respect of or in exchange for any or all of such shares (collectively, the "Pledged Interests");

(c) all common law and statutory copyrights and copyright registrations and applications for registration, now existing or hereafter arising, in the United States of America or in any foreign jurisdiction, obtained or to be obtained on or in connection with any of the foregoing, or any parts thereof or any underlying or component elements of any of the foregoing, together with the right to copyright and all rights to renew or extend such copyrights and the right (but not the obligation) of Secured Party to sue in its own name and/or in the name of the Debtor for past, present and future infringements of copyright;

(d) all trademarks, service marks, trade names and service names and the goodwill associated therewith, together with the right to trademark and all rights to renew or extend such trademarks and the right (but not the obligation) of Secured Party to sue in its own name and/or in the name of the Debtor for past, present and future infringements of trademark;

(e) all (i) patents and patent applications filed in the United States Patent and Trademark Office or any similar office of any foreign jurisdiction, and interests under patent license agreements, including, without limitation, the inventions and improvements described and claimed therein, (ii) licenses pertaining to any patent whether Debtor is licensor or licensee, (iii) income, royalties, damages, payments, accounts and accounts receivable now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (iv) right (but not the obligation) to sue in the name of Debtor and/or in the name of Secured Party for past, present and future infringements thereof, (v) rights corresponding thereto throughout the world in all jurisdictions in which such patents have been issued or applied for, and (vi) reissues, divisions, continuations, renewals, extensions and continuations-in-part with respect to any of the foregoing; and

(f) any and all cash proceeds and/or noncash proceeds of any of the foregoing, including, without limitation, insurance proceeds, and all supporting obligations and the security therefor or for any right to payment. All terms above have the meanings given to them in the California Uniform Commercial Code, as amended or supplemented from time to time, including revised Division 9 of the Uniform Commercial Code-Secured Transactions, added by Stats. 1999, c.991 (S.B. 45), Section 35, operative July 1, 2001.

SCHEDULE 3.4(a)

PLEGGED INTERESTS BY ARXX CORPORATION

<u>Issuer</u>	<u>Membership Interests</u>	<u>Debtor's Percentage Ownership</u>	<u>Jurisdiction of Incorporation / Organization</u>
ECB HOLDINGS, LLC	100%	100%	Delaware
APS HOLDINGS, LLC	100%	100%	Delaware
UNISAS HOLDINGS, LLC	100%	100%	Delaware

SCHEDULE 3.4(b)

PLEGGED SHARES BY ECB HOLDINGS, LLC

<u>Issuer</u>	<u>Membership Interests</u>	<u>Debtor's Percentage Ownership</u>	<u>Jurisdiction of Incorporation / Organization</u>
ECO-BLOCK INTERNATIONAL LLC	100%	100%	Georgia

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
 Corporation Service Company 1-800-858-5294

B. SEND ACKNOWLEDGMENT TO: (Name and Address)
 53762280 - 358060 - 10/28/2010

Prepared By:
 Corporation Service Company
 801 Adlai Stevenson Drive
 Springfield, IL 62703-4261

Filed In: Delaware (S.O.S.)

DELAWARE DEPARTMENT OF STATE
 U.C.C. FILING SECTION
 FILED 05:45 PM 10/28/2010
 INITIAL FILING # 2010 3390550
 AMENDMENT # 2010 3788068
 SRV: 101038928

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
 20103390550 9/29/2010

1b. THIS FINANCING STATEMENT AMENDMENT IS TO BE FILED (FOR RECORD) (OR RECORDED) IN THE REAL ESTATE RECORDS

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in Item 7a or 7b and address of assignee in Item 7c; and also give name of assignor in Item 6.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.
 Also check one of the following three boxes and provide appropriate information in Items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party. DELETE name: Give record name to be deleted in Item 6a or 6b. ADD name: Complete Item 7a or 7b, and also Item 7c, also complete Items 7e-7g as applicable.

6. CURRENT RECORD INFORMATION
 6a. ORGANIZATION'S NAME ARXX CORPORATION

OR
 6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION
 7a. ORGANIZATION'S NAME

OR
 7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. SEE INSTRUCTIONS ADDL INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.
 Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.
 SEE EXHIBIT "A" ATTACHED HERETO FOR A DESCRIPTION OF THE RESTATED COLLATERAL.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME Comerica Bank

OR
 9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA - (1634-1 - DCB) 53762280

EXHIBIT A

DESCRIPTION OF COLLATERAL

All personal property of Debtor whether presently existing or hereafter created or acquired, and wherever located, including, but not limited to:

(a) all accounts (including health-care-insurance receivables), chattel paper (including tangible and electronic chattel paper), deposit accounts, documents (including negotiable documents), equipment (including all accessions and additions thereto), general intangibles (including payment intangibles and software), goods (including fixtures), instruments (including promissory notes), inventory (including all goods held for sale or lease or to be furnished under a contract of service, and including returns and repossessions), investment property (including securities and securities entitlements), letter of credit rights, money, and all of Debtor's books and records with respect to any of the foregoing, and the computers and equipment containing said books and records;

(b) all of the membership interests identified on Schedules 3.4(a) and 3.4(b) attached hereto (or any addendum thereto), all membership interests of the Persons identified as Issuers on Schedules 3.4(a) and 3.4(b) attached hereto (each an "Issuer"), and all securities convertible or exchangeable into, and all warrants, options, or other rights to purchase, the membership interests of Issuer, to the extent of Debtor's interest therein, all shares of, all securities convertible or exchangeable into, and all warrants, options, or other rights to purchase shares of stock of any Person in which Debtor acquires a direct equity interest, irrespective of whether such Person is or becomes a Subsidiary of Debtor; the certificates or instruments representing such additional shares, convertible or exchangeable securities, warrants, and other rights and all dividends, cash, options, warrants, rights, instruments, and other property or proceeds from time to time received, receivable, or otherwise distributed in respect of or in exchange for any or all of such shares (collectively, the "Pledged Interests");

(c) all common law and statutory copyrights and copyright registrations and applications for registration, now existing or hereafter arising, in the United States of America or in any foreign jurisdiction, obtained or to be obtained on or in connection with any of the foregoing, or any parts thereof or any underlying or component elements of any of the foregoing, together with the right to copyright and all rights to renew or extend such copyrights and the right (but not the obligation) of Secured Party to sue in its own name and/or in the name of the Debtor for past, present and future infringements of copyright;

(d) all trademarks, service marks, trade names and service names and the goodwill associated therewith, together with the right to trademark and all rights to renew or extend such trademarks and the right (but not the obligation) of Secured Party to sue in its own name and/or in the name of the Debtor for past, present and future infringements of trademark;

(e) all (i) patents and patent applications filed in the United States Patent and Trademark Office or any similar office of any foreign jurisdiction, and interests under patent license agreements, including, without limitation, the inventions and improvements described and claimed therein, (ii) licenses pertaining to any patent whether Debtor is licensor or licensee, (iii) income, royalties, damages, payments, accounts and accounts receivable now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (iv) right (but not the obligation) to sue in the name of Debtor and/or in the name of Secured Party for past, present and future infringements thereof, (v) rights corresponding thereto throughout the world in all jurisdictions in which such patents have been issued or applied for, and (vi) reissues, divisions, continuations, renewals, extensions and continuations-in-part with respect to any of the foregoing; and

(f) any and all cash proceeds and/or noncash proceeds of any of the foregoing, including, without limitation, insurance proceeds, and all supporting obligations and the security therefor or for any right to payment. All terms above have the meanings given to them in the California Uniform Commercial Code, as amended or supplemented from time to time, including revised Division 9 of the Uniform Commercial Code-Secured Transactions, added by Stats. 1999, c.991 (S.B. 45), Section 35, operative July 1, 2001.

SCHEDULE 3.4(a)

PLEGDED INTERESTS BY ARXX CORPORATION

<u>Issuer</u>	<u>Membership Interests</u>	<u>Debtor's Percentage Ownership</u>	<u>Jurisdiction of Incorporation / Organization</u>
ECB HOLDINGS, LLC	100%	100%	Delaware
APS HOLDINGS, LLC	100%	100%	Delaware
UNISAS HOLDINGS, LLC	100%	100%	Delaware

SCHEDULE 3.4(b)

PLEGDED SHARES BY ECB HOLDINGS, LLC

<u>Issuer</u>	<u>Membership Interests</u>	<u>Debtor's Percentage Ownership</u>	<u>Jurisdiction of Incorporation / Organization</u>
ECO-BLOCK INTERNATIONAL LLC	100%	100%	Georgia

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 03:50 PM 09/21/2011
INITIAL FILING # 2011 3818336

SRV: 111028280

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

unisearch
325 13th ST NE STE 501, Salem, OR 97301-2294
Ref: 1092

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (a or b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
Arxx Corporation

OR 1b. INDIVIDUAL'S LAST NAME

21. MAILING ADDRESS
800 Division Street

21a. TYPE OF ORGANIZATION
Corporation

21b. JURISDICTION OF ORGANIZATION
Delaware

21c. ORGANIZATIONAL ID #, if any
DE3658386

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S LAST NAME

22. MAILING ADDRESS

22a. TYPE OF ORGANIZATION

22b. JURISDICTION OF ORGANIZATION

22c. ORGANIZATIONAL ID #, if any

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE or ASSIGNOR(SIP) - insert only one secured party name (3a or 3b))

3a. ORGANIZATION'S NAME
DFJ Element, L.P.

OR 3b. INDIVIDUAL'S LAST NAME

30. MAILING ADDRESS
Three Radnor Corp. Ctr., Suite 410, 100 Matsonford Road

30a. TYPE OF ORGANIZATION

30b. JURISDICTION OF ORGANIZATION
PA

30c. ORGANIZATIONAL ID #, if any
19087

4. THE FINANCING STATEMENT covers the following collateral:
The collateral is described on the attached Exhibit A.

In accordance with a certain Subordination Agreement by and among the Secured Parties, the Debtor and Comerica Bank, the Secured Parties have subordinated any security interest or lien that Secured Parties may have in any property of the Debtor to the security interest of Comerica Bank in all assets of the Debtor, notwithstanding the dates of attachment or perfection of the respective security interests of the Secured Parties and Comerica Bank.

5. ALTERNATIVE DESIGNATION (if applicable) | LESSEE/LESSOR | CONSIGNEE/CONSIGNOR | BAILEE/BAILOC | SELLER/BUYER | AG. LIEN | NON-ACQUIRING

6. THIS FINANCING STATEMENT is to be filed (or recorded) in the state of _____ | 7. Check to REQUEST SEARCH REPORTS on Debtor(s) | All Debtors | Debtor 1 | Debtor 2

8. OPTIONAL FILER REFERENCE DATA
Delaware Secretary of State

UCC FINANCING STATEMENT ADDITIONAL PARTY
FOLLOW INSTRUCTIONS (front and back) CAREFULLY

19. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

19a. ORGANIZATION'S NAME
Aryx Corporation

OR
19b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME, SUFFIX

20. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

21. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - (insert only one name (21a or 21b) - do not abbreviate or combine names)

21a. ORGANIZATION'S NAME

OR
21b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

21c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

21d. REGISTRATION STATE ADDL. INFO RE ORGANIZATION DEBTOR 21e. TYPE OF ORGANIZATION 21f. JURISDICTION OF ORGANIZATION 21g. ORGANIZATIONAL ID #, if any NONE

22. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - (insert only one name (22a or 22b) - do not abbreviate or combine names)

22a. ORGANIZATION'S NAME

OR
22b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

22c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

22d. REGISTRATION STATE ADDL. INFO RE ORGANIZATION DEBTOR 22e. TYPE OF ORGANIZATION 22f. JURISDICTION OF ORGANIZATION 22g. ORGANIZATIONAL ID #, if any NONE

23. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - (insert only one name (23a or 23b) - do not abbreviate or combine names)

23a. ORGANIZATION'S NAME

OR
23b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

23c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

23d. REGISTRATION STATE ADDL. INFO RE ORGANIZATION DEBTOR 23e. TYPE OF ORGANIZATION 23f. JURISDICTION OF ORGANIZATION 23g. ORGANIZATIONAL ID #, if any NONE

24. ADDITIONAL SECURED PARTY'S NAME (or Name of TOTAL ASSIGNEE) - (insert only one name (24a or 24b))

24a. ORGANIZATION'S NAME
DEY Element Intrafund, L.P.

OR
24b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

24c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
Three Radnor Corp, Ctr., Suite 410, 100 Matsonford Road Radnor PA 19087 USA

25. ADDITIONAL SECURED PARTY'S NAME (or Name of TOTAL ASSIGNEE) - (insert only one name (25a or 25b))

25a. ORGANIZATION'S NAME
Nth Power Fund IV, L.P.

OR
25b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

25c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
One Embarcadero Center, Suite 1550 San Francisco CA 94111 USA

UCC FINANCING STATEMENT ADDITIONAL PARTY
 FOLLOW INSTRUCTIONS (front and back) CAREFULLY

19. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

19a. ORGANIZATION'S NAME
 OR **Atxx Corporation**

19b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME, SUFFIX

20. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

21. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (21a or 21b) - do not abbreviate or combine names

21a. ORGANIZATION'S NAME

OR

21b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

21c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

21d. BUSINESS INFORMATION 21e. TYPE OF ORGANIZATION 21f. JURISDICTION OF ORGANIZATION 21g. ORGANIZATIONAL ID #, if any NONE

22. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (22a or 22b) - do not abbreviate or combine names

22a. ORGANIZATION'S NAME

OR

22b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

22c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

22d. BUSINESS INFORMATION 22e. TYPE OF ORGANIZATION 22f. JURISDICTION OF ORGANIZATION 22g. ORGANIZATIONAL ID #, if any NONE

23. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (23a or 23b) - do not abbreviate or combine names

23a. ORGANIZATION'S NAME

OR

23b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

23c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

23d. BUSINESS INFORMATION 23e. TYPE OF ORGANIZATION 23f. JURISDICTION OF ORGANIZATION 23g. ORGANIZATIONAL ID #, if any NONE

24. ADDITIONAL SECURED PARTY'S NAME (or Name of TOTAL ASSIGNEE) - insert only one name (24a or 24b)

24a. ORGANIZATION'S NAME
Emerald Cleantech Fund II LP (ECF II)

OR

24b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

24c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
495 King Street West, 2nd Floor Toronto ON M5V 1K4 CAN

25. ADDITIONAL SECURED PARTY'S NAME (or Name of TOTAL ASSIGNEE) - insert only one name (25a or 25b)

25a. ORGANIZATION'S NAME
CICP Atxx, LLC

OR

25b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

25c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
11601 Wilshire Blvd., Suite 2240 Los Angeles CA 90025 USA

UCC FINANCING STATEMENT ADDITIONAL PARTY

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

19. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

19a. ORGANIZATION'S NAME
Arxx Corporation

OR

19b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

20. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

21. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one name (21a or 21b) - do not abbreviate or combine names

21a. ORGANIZATION'S NAME

OR

21b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

21c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

21d. BEGINNING LETTERS ADDL. INFO RE ORGANIZATION DEBTOR 21e. TYPE OF ORGANIZATION 21f. JURISDICTION OF ORGANIZATION 21g. ORGANIZATIONAL ID #, if any NONE

22. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one name (22a or 22b) - do not abbreviate or combine names

22a. ORGANIZATION'S NAME

OR

22b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

22c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

22d. BEGINNING LETTERS ADDL. INFO RE ORGANIZATION DEBTOR 22e. TYPE OF ORGANIZATION 22f. JURISDICTION OF ORGANIZATION 22g. ORGANIZATIONAL ID #, if any NONE

23. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one name (23a or 23b) - do not abbreviate or combine names

23a. ORGANIZATION'S NAME

OR

23b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

23c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

23d. BEGINNING LETTERS ADDL. INFO RE ORGANIZATION DEBTOR 23e. TYPE OF ORGANIZATION 23f. JURISDICTION OF ORGANIZATION 23g. ORGANIZATIONAL ID #, if any NONE

24. ADDITIONAL SECURED PARTY'S NAME (or Name of TOTAL ASSIGNEE) - Insert only one name (24a or 24b)

24a. ORGANIZATION'S NAME
Draper Associates Riskmasters Fund II, LLC

OR

24b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

24c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
2882 Sand Hill Road, Suite 150 Menlo Park CA 94025 USA

25. ADDITIONAL SECURED PARTY'S NAME (or Name of TOTAL ASSIGNEE) - Insert only one name (25a or 25b)

25a. ORGANIZATION'S NAME
Navitas Capital I, L.P.

OR

25b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

25c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
11990 San Vicente Blvd, Suite 350 Los Angeles CA 90049 USA

Exhibit A**Debtor:**

Arxx Corporation
 800 Division Street
 Cobourg, Ontario K9A 5V2
 CANADA

Secured Parties:

DFJ Element, L.P.
DFJ Element Intrafund, L.P.
 Three Radnor Corp. Ctr., Suite 410
 100 Matsonford Road
 Radnor, PA 19087

Nth Power Fund IV, L.P.
 One Embarcadero Center, Suite 1550
 San Francisco, CA 94111

Emerald Cleantech Fund II LP (ECF II)
 495 King Street West, 2nd Floor
 Toronto, Ontario M5V 1K4

CEP Arxx, LLC
 11601 Wilshire Blvd. Suite 2240
 Los Angeles, CA 90025

Draper Associates Riskmasters Fund II, LLC
 2882 Sand Hill Road, Suite 150
 Menlo Park, CA 94025

Navitas Capital I, L.P.
 11990 San Vicente Blvd, Suite 350
 Los Angeles, CA 90049

As used in this Financing Statement, the following terms shall have the following respective meanings:

"Collateral" means the following properties, assets and rights of the Debtor, wherever located, whether now owned and existing or hereafter acquired or arising, and all proceeds and products thereof:

- (a) all personal and fixture property of every kind and nature including without limitation all:
 - (i) goods (including without limitation inventory, equipment and any accessions thereto),

- (ii) instruments (including without limitation promissory notes),
- (iii) documents,
- (iv) accounts (including without limitation health-care-insurance receivables),
- (v) chattel paper (whether tangible or electronic),
- (vi) deposit accounts,
- (vii) letter-of-credit rights (whether or not the letter of credit is evidenced by a writing),
- (viii) commercial tort claims,
- (ix) securities and all other investment property,
- (x) supporting obligations,
- (xi) any other contract rights or rights to the payment of money,
- (xii) insurance proceeds,
- (xiii) all general intangibles (including without limitation all payment intangibles),
- (xiv) all Intellectual Property Collateral, and
- (xv) all Subsidiary Interests.

"Computer Hardware and Software Collateral" means:

- (b) all computer and other electronic data processing hardware, integrated computer systems, central processing units, memory units, display terminals, printers, features, computer elements, card readers, scanners, tape drives, hard and soft disk drives, cables, electrical supply hardware, generators, power equalizers, accessories and all peripheral devices and other related computer hardware, relating to the Debtor's business;
- (c) all software programs (including source code, object code and all related applications and data files) relating to the Debtor's business, and all versions thereof, whether now owned, licensed or leased or hereafter developed, designed or acquired;
- (d) all firmware associated with the property described in clauses (a) and (b) of this definition;
- (e) all documentation (including flow charts, logic diagrams, manuals, guides and specifications) with respect to such hardware, software and firmware described in the preceding clauses (a) through (c);

- (f) all rights with respect to any or all of the foregoing, including without limitation, any and all patents, copyrights, licenses, options, warranties, service contracts, program services, test rights, maintenance rights, support rights, improvement rights, renewal rights and indemnifications and any substitutions, replacements, additions or model conversions of any of the foregoing; and
- (g) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any rights in the foregoing, and all rights corresponding thereto throughout the world.

"Copyright Collateral" means all copyrights of Debtor, whether under statutory or common law, registered or unregistered, now or hereafter in force throughout the world, including, without limitation, all of Debtor's right, title and interest in and to all copyrights and mask works registered in the United States Copyright Office or anywhere else in the world, and all applications for registration thereof, whether pending or in preparation, all copyright and mask work licenses, the right to sue for past, present and future infringements of any thereof, all rights corresponding thereto throughout the world, all extensions and renewals of any thereof and all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit.

"Intellectual Property Collateral" shall mean, collectively, the Computer Hardware and Software Collateral, the Copyright Collateral, the Patent Collateral, the Trade Secrets Collateral and the Trademark Collateral (each as defined herein), now or hereafter owned, existing, created, acquired or held.

"Patent Collateral" means:

- (a) all of Debtor's letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing anywhere in the world, whether now owned and existing or hereafter acquired;
- (b) all patent licenses of Debtor (whether as licensee or licensor);
- (c) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clauses (a) and (b) of this definition; and
- (d) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, including any patent or patent application referred to herein, and for breach or enforcement of any patent license, including any patent license referred to herein, and all rights corresponding thereto throughout the world.

"Subsidiary Interests" means 100% of the equity interests in the Debtor's subsidiaries.

"Trade Secrets Collateral" means all common law and statutory trade secrets and all other confidential or proprietary or useful information of Debtor and all know-how, ideas and inventions, conceived, obtained by or used in or contemplated at any time for use in the business

of Debtor (all of the foregoing being collectively called "Trade Secrets"), in each case whether or not such Trade Secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating or referring in any way to any such Trade Secret, all Trade Secret licenses of Debtor (whether as licensee or licensor), including each Trade Secret license referred to herein, and including the right to sue for and to enjoin and to collect damages for the actual or threatened misappropriation of any Trade Secret and for the breach or enforcement of any such Trade Secret license.

"Trademark Collateral" means:

- (a) all of Debtor's: trademarks, trade names, domain names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now owned and existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any state thereof or any foreign country;
- (b) all Trademark licenses (whether as licensee or licensor);
- (c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b) of this definition;
- (d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and
- (e) all proceeds of, and rights associated with, the foregoing, including any claim by Debtor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to herein, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement.

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 01:59 PM 10/21/2011
INITIAL FILING # 2011 3818336
AMENDMENT # 2011 4342120
SRV: 111124517

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 2011 3818336
1b. This FINANCING STATEMENT AMENDMENT is to be filed (or record) (or recorded) in the REAL ESTATE RECORDS.

2. [X] TERMININATION: Effectiveness of the Financing Statement Identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.
3. [] CONTINUATION: Effectiveness of the Financing Statement Identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. [] ASSIGNMENT (all or part): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects [] Debtor or [] Secured Party of record. Check only one of these two boxes.
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.
[] CHANGE name and/or address. Please refer to the detailed instructions in item 6 to change the name of a party.
[] DELETE name: Give record name to be deleted in item 6a or 6b.
[] ADD name: Complete item 7a or 7b, and also item 7c if appropriate.

6. CURRENT RECORD INFORMATION:
6a. ORGANIZATION'S NAME
OR
6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:
7a. ORGANIZATION'S NAME
OR
7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. SEE INSTRUCTIONS ADDL INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any [] NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.
Describe collateral [] deleted or [] added, or give entire [] restated collateral description, or describe collateral [] assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here [] and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
OR
9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX
DFJ Element, L.P.

10. OPTIONAL FILER REFERENCE DATA

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

11. INITIAL FINANCING STATEMENT FILE # (same as item 1a on Amendment form)
2011 3818336

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT (same as item 2 on Amendment form)

12a. ORGANIZATION'S NAME		
DFJ Element, L.P.		
OR	12b. INDIVIDUAL'S LAST NAME	
	FIRST NAME	MIDDLE NAME, SUFFIX

13. Use this space for additional information

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

Additional Secured Parties authorizing this amendment:
 DFJ Element Intrafund, L.P.
 Nth Power Fund IV, L.P.
 Emerald Cleantech Fund II LP (ECF II)
 CEP Arxx, LLC
 Draper Associates Riskmasters Fund II, LLC
 Navitas Capital I, L.P.

TAB P

This is Exhibit "P" referred to in the
affidavit of Michael Moore made before me
on this ____ day of December, 2013

SEE ATTACHED

A commissioner for taking affidavits
for

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SANTA CLARA

On DEC. 9, 2013
Date

before me,

ELISA S. COPE, NOTARY PUBLIC
Here Insert Name and Title of the Officer

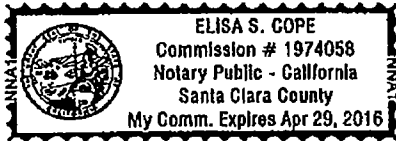
personally appeared

MICHAEL MOORE
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Elisa S. Cope
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____



PERSONAL PROPERTY SECURITY
REGISTRATION SYSTEM (ONTARIO)
ENQUIRY RESULTS

Prepared for :	MCMILLAN LLP - GLEN TREMBLAY
Reference :	G.TREMBLAY#223790
Docket :	#223790
Search ID :	512772
Date Processed :	11/25/2013 1:25:03 PM
Report Type :	PPSA Electronic Response
Search Conducted on :	ARXX BUILDING PRODUCTS U.S.A. INC.
Search Type :	Business Debtor

DISCLAIMER :
This report has been generated using data provided by the Personal
Property Registration Branch, Ministry of Government Services,
Government of Ontario. No liability is undertaken regarding its correctness,
completeness, or the interpretation and use that are made of it.

431

399

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE
CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY SYSTEM IN RESPECT
OF THE FOLLOWING:

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: ARXX BUILDING PRODUCTS U.S.A. INC.

FILE CURRENCY: November 24, 2013

RESPONSE CONTAINS: APPROXIMATELY 1 FAMILIES and 3 PAGES.

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS
WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME
IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE
OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT
ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

THE ABOVE REPORT HAS BEEN CREATED BASED ON THE DATA PROVIDED BY
THE PERSONAL PROPERTY REGISTRATION BRANCH, MINISTRY OF CONSUMER
AND BUSINESS SERVICES, GOVERNMENT OF ONTARIO. NO LIABILITY IS
UNDERTAKEN REGARDING ITS CORRECTNESS, COMPLETENESS, OR THE
INTERPRETATION AND USE THAT ARE MADE OF IT.

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR
CONDUCTED ON: ARXX BUILDING PRODUCTS U.S.A. INC.
FILE CURRENCY: November 24, 2013

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 1 ENQUIRY PAGE : 1 OF 3

SEARCH : BD : ARXX BUILDING PRODUCTS U.S.A. INC.

00 FILE NUMBER : 664560702 EXPIRY DATE : 20SEP 2018 STATUS :
01 CAUTION FILING : PAGE : 001 OF 2 MV SCHEDULE ATTACHED :
REG NUM : 20100920 1715 1590 8788 REG TYP: P PPSA REG PERIOD: 3
02 IND DOB : IND NAME:
03 BUS NAME: ARXX BUILDING PRODUCTS U.S.A. INC.
OCN :
04 ADDRESS : 800 DIVISION STREET
CITY : COBOURG PROV: ON POSTAL CODE: K9A 5V2
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

COMERICA BANK
09 ADDRESS : 200 BAY STREET, ROYAL BANK PLAZA, SOUTH
CITY : TORONTO PROV: ON POSTAL CODE: M5J 2J2
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X X
11 YEAR MAKE MODEL V.I.N.
12

GENERAL COLLATERAL DESCRIPTION

13
14
15

16 AGENT: MCMILLAN LLP [AS/AL/0098002]
17 ADDRESS : 181 BAY ST., STE. 4400, BROOKFIELD PLACE
CITY : TORONTO PROV: ON POSTAL CODE: M5J 2T3

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR
CONDUCTED ON: ARXX BUILDING PRODUCTS U.S.A. INC.
FILE CURRENCY: November 24, 2013

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 1 ENQUIRY PAGE : 2 OF 3

SEARCH : BD : ARXX BUILDING PRODUCTS U.S.A. INC.

00 FILE NUMBER : 664560702 EXPIRY DATE : 20SEP 2018 STATUS :
01 CAUTION FILING : PAGE : 002 OF 2 MV SCHEDULE ATTACHED :
REG NUM : 20100920 1715 1590 8788 REG TYP: REG PERIOD:
02 IND DOB : IND NAME:
03 BUS NAME:
OCN :
04 ADDRESS :
CITY : PROV: POSTAL CODE:
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS : TOWER, SUITE 2210
CITY : PROV: POSTAL CODE:
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10
YEAR MAKE MODEL V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13
14
15
16 AGENT:
17 ADDRESS :
CITY : PROV: POSTAL CODE:

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR
CONDUCTED ON: ARXX BUILDING PRODUCTS U.S.A. INC.
FILE CURRENCY: November 24, 2013

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 1 OF 1 ENQUIRY PAGE : 3 OF 3

SEARCH : BD : ARXX BUILDING PRODUCTS U.S.A. INC.
FILE NUMBER 664560702
PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 001 OF 1 MV SCHED: 20130613 1132 5064 8317
21 REFERENCE FILE NUMBER : 664560702
22 AMEND PAGE: NO PAGE: CHANGE: B RENEWAL REN YEARS: 05 CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: ARXX BUILDING PRODUCTS U.S.A. INC.

25 OTHER CHANGE:
26 REASON:
27 /DESCR:
28 :
02/05 IND/TRANSFEE:
03/06 BUS NAME/TRFEE:
OCN:
04/07 ADDRESS:
CITY: PROV: POSTAL CODE:

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :
CONS. MV DATE OF NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE
10
11
12
13
14
15
16 NAME : SECUREFACT TRANSACTION SERVICES, INC.
17 ADDRESS : 300-350 BAY STREET
CITY : TORONTO PROV : ON POSTAL CODE : M5H 2S6
LAST SCREEN

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

TAB Q

This is Exhibit "Q" referred to in the
affidavit of Michael Moore made before me
on this ____ day of December, 2013

SEE ATTACHED

A commissioner for taking affidavits
for

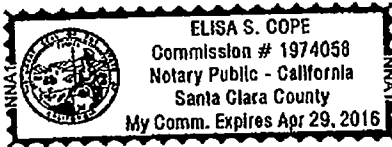
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of SANTA CLARA }

On DEC. 9, 2013 before me, ELISA S. COPE, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared MICHAEL MOORE
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature Elisa S. Cope
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

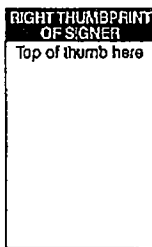
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

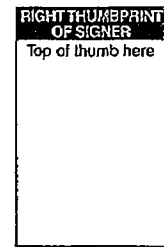
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____



PERSONAL PROPERTY SECURITY
REGISTRATION SYSTEM (ONTARIO)
ENQUIRY RESULTS

Prepared for :	MCMILLAN LLP - GLEN TREMBLAY
Reference :	G.TREMBLAY#223790
Docket :	#223790
Search ID :	512775
Date Processed :	11/25/2013 1:25:43 PM
Report Type :	PESA Electronic Response
Search Conducted on :	ECB HOLDINGS, LLC
Search Type :	Business Debtor

DISCLAIMER :

This report has been generated using data provided by the Personal Property Registration Branch, Ministry of Government Services, Government of Ontario. No liability is undertaken regarding its correctness, completeness, or the interpretation and use that are made of it.

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE
CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY SYSTEM IN RESPECT
OF THE FOLLOWING:

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: ECB HOLDINGS, LLC

FILE CURRENCY: November 24, 2013

RESPONSE CONTAINS: APPROXIMATELY 1 FAMILIES and 3 PAGES.

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS
WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME
IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE
OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT
ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

THE ABOVE REPORT HAS BEEN CREATED BASED ON THE DATA PROVIDED BY
THE PERSONAL PROPERTY REGISTRATION BRANCH, MINISTRY OF CONSUMER
AND BUSINESS SERVICES, GOVERNMENT OF ONTARIO. NO LIABILITY IS
UNDERTAKEN REGARDING ITS CORRECTNESS, COMPLETENESS, OR THE
INTERPRETATION AND USE THAT ARE MADE OF IT.

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR
 CONDUCTED ON: ECB HOLDINGS, LLC
 FILE CURRENCY: November 24, 2013

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 1 ENQUIRY PAGE : 1 OF 3

SEARCH : BD : ECB HOLDINGS, LLC

00 FILE NUMBER : 664560648 EXPIRY DATE : 20SEP 2018 STATUS :
 01 CAUTION FILING : PAGE : 001 OF 2 MV SCHEDULE ATTACHED :
 REG NUM : 20100920.1711 1590 8785 REG TYP: P PPSA REG PERIOD: 3
 02 IND DOB : IND NAME:
 03 BUS NAME: ECB HOLDINGS, LLC
 OCN :
 04 ADDRESS : 800 DIVISION STREET
 CITY : COBourg PROV: ON POSTAL CODE: K9A 5V2
 05 IND DOB : IND NAME:
 06 BUS NAME:
 OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

COMERICA BANK
 09 ADDRESS : 200 BAY STREET, ROYAL BANK PLAZA, SOUTH
 CITY : TORONTO PROV: ON POSTAL CODE: M5J 2J2
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10 X X X X X
 YEAR MAKE MODEL V.I.N.

11

12

GENERAL COLLATERAL DESCRIPTION

13

14

15

16 AGENT: MCMILLAN LLP [AS/AL/0098002]

17 ADDRESS : 181 BAY ST., STE. 4400, BROOKFIELD PLACE

CITY : TORONTO PROV: ON POSTAL CODE: M5J 2T3

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

440

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR
CONDUCTED ON: ECB HOLDINGS, LLC
FILE CURRENCY: November 24, 2013

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 1 ENQUIRY PAGE : 2 OF 3

SEARCH : BD : ECB HOLDINGS, LLC

00 FILE NUMBER : 664560648 EXPIRY DATE : 20SEP 2018 STATUS :
01 CAUTION FILING : PAGE : 002 OF 2 MV SCHEDULE ATTACHED :
REG NUM : 20100920 1711 1590 8785 REG TYP: REG PERIOD:
02 IND DOB : IND NAME:
03 BUS NAME:
OCN :
04 ADDRESS :
CITY : PROV: POSTAL CODE:
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS : TOWER, SUITE 2210
CITY : PROV: POSTAL CODE:
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10
YEAR MAKE MODEL V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13
14
15
16 AGENT:
17 ADDRESS :
CITY : PROV: POSTAL CODE:

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR
 CONDUCTED ON: ECB HOLDINGS, LLC
 FILE CURRENCY: November 24, 2013

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 1 OF 1 ENQUIRY PAGE : 3 OF 3

SEARCH : BD : ECB HOLDINGS, LLC
 FILE NUMBER 664560648
 PAGE TOT REGISTRATION NUM REG TYPE
 01 CAUTION : 001 OF 1 MV SCHED: 20130613 1136 5064 8319
 21 REFERENCE FILE NUMBER : 664560648
 22 AMEND PAGE: NO PAGE: CHANGE: B RENEWAL REN YEARS: 05 CORR PER:
 23 REFERENCE DEBTOR/ IND NAME:
 24 TRANSFEROR: BUS NAME: ECB HOLDINGS, LLC

25 OTHER CHANGE:
 26 REASON:
 27 /DESCR:
 28 :
 02/05 IND/TRANSFEREE:
 03/06 BUS NAME/TRFEE:
 OCN:
 04/07 ADDRESS:
 CITY: PROV: POSTAL CODE:

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
 CITY : PROV : POSTAL CODE :
 CONS. MV DATE OF NO FIXED
 GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE
 10
 11
 12
 13
 14
 15
 16 NAME : SECUREFACT TRANSACTION SERVICES, INC.
 17 ADDRESS : 300-350 BAY STREET
 CITY : TORONTO PROV : ON POSTAL CODE : M5H 2S6
 LAST SCREEN

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

442



Rechercher une entreprise au registre

Recherche simple
Aucun dossier n'a été retrouvé pour cette recherche. (31428)

Inscrivez le nom ou le numéro associé à l'entreprise recherchée, puis cliquez sur Rechercher. Pour effectuer une recherche par nom ou par mots apparentés, ou encore pour préciser le domaine, le type ou l'étendue de la recherche, cliquez sur « Recherche avancée ». Consultez les instructions relatives à la recherche pour obtenir plus d'information.

La recherche simple permet de vérifier l'utilisation d'un nom au registre des entreprises avant de procéder à une demande de constitution ou à une déclaration d'immatriculation. Les résultats d'une telle recherche peuvent être acceptés à titre de rapport de recherche.

Objet de la recherche

Empty search result box

ECP Holdings, LLC

Recherche avancée

443



Industrie Canada

Accueil > Entreprises constituées en société > Corporations Canada > Recherche d'une société de régime fédéral

Corporations Canada

Résultats de la recherche

[Débuter une nouvelle recherche](#)

Consulter [Conseils pour effectuer une recherche](#) si vous désirez raffiner votre recherche.

Objet de la recherche: Dénomination sociale: **ECB Holdings, LLC**

0 documents trouvés, **0** documents retournés.

444



Date, heure, minute de certification : 2013-11-21 13:35

Critère de recherche Nom d'organisme : ECB Holdings, LLC

Résultat exact (1)

Fiche	Inscription	Date	h:min
001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 10-0660522-0001	2010-09-29	13:01



Date, heure, minute de certification : 2013-11-21 13:35

Critère de recherche Nom d'organisme : ECB Holdings, LLC

Noms présentant des similarités (18)

Nom	Code postal	Nombre de fiches détaillées
+ ACME LEASE HOLDINGS LLC		
+ BERKLYNE BENCHCRAFT HOLDINGS LLC		
+ BRANDBASE HOLDINGS LLC	H4P 2L3	
+ BUNZU USA HOLDINGS LLC		
+ CORPIN HOLDINGS LLC	H3X 3T7	
+ DT CANADIAN HOLDINGS LLC		
+ ECOLE DE CONDUITE BOULEVARD GOVIN ECBG LTEE	H4J 1E4	
+ ECOLE DE CONDUITE BOULEVARD GOVIN ECBG LTEE	H4J 1E4	
+ GENERAL MOTORS ASIA PACIFIC HOLDINGS LLC		
+ GM APO HOLDINGS LLC		
+ GM COMPONENTS HOLDINGS LLC		
+ GM FINANCE CO HOLDINGS LLC		
+ GM GLOBAL STSERING HOLDINGS LLC		
+ GM LAAM HOLDINGS LLC		
+ GM PREFERRED FINANCE CO HOLDINGS LLC		
+ PACKAGING HOLDINGS LLC		
+ RENE OUMMET HOLDINGS LLC		
+ THULE CANADA HOLDING LLC		

446



Date, heure, minute de certification : 2013-11-21 13:35

Critère de recherche Nom d'organisme : ECB Holdings, LLC

Critère de sélection Nom d'organisme : ECB HOLDINGS LLC Code Postal : K9A5V2

Fiche	Inscription	Date	Ins min
001	HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION 10-0680522-0001	2010-09-29	13:01

Registre
des droits personnels
et réels mobiliers

Québec

Date, heure, minute de certification : 2013-11-21 13:35

Critère de recherche Nom d'organisme : ECB Holdings, LLC

Critère de sélection Nom d'organisme : ECB HOLDINGS LLC Code Postal : K9A5V2

Fiche 001 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
10-0680522-0001	2010-09-29 13:01	2020-09-29
HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION		

PARTIES

Titulaire

COMERICA BANK

Suite 2210, South Tower, Royal Bank Plaza, PO Box 61, Toronto, ON MSJ 2J2

Constituant

ECB HOLDINGS, LLC

800 Division Street, Cobourg, ON K9A 5V2

BIENS

The universality of ECB HOLDINGS, LLC's movable property, present and future, corporeal and incorporeal, wherever situated.

MENTIONS

Somme de l'hypothèque

\$6,000,000 with interest thereon from September 24, 2010 at the rate of 24% per annum.

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé

Date : 2010-09-24

AVIS D'ADRESSE

N° 029291

448

Delaware

PAGE 1

The First State

CERTIFICATE

SEARCHED NOVEMBER 25, 2013, AT 2:51 P.M.
FOR DEBTOR "ECB HOLDINGS, LLC"

1 OF 1 FINANCING STATEMENT 03390758
 EXPIRATION DATE: SEPTEMBER 29, 2015
 DEBTOR: ECB HOLDINGS, LLC
 800 DIVISION STREET
 COBOURG, ON, CAN K9A 5V2 ADDED 09-29-10
 SECURED: COMERICA BANK
 SUITE 2210, SOUTH TOWER, ADDED 09-29-10
 ROYAL BANK PLAZA, P.O. BOX 61
 TORONTO, ON, CAN M4W 3E2
 F I L I N G H I S T O R Y
 03390758 FILED 09-29-10 AT 2:12 P.M. FINANCING STATEMENT
 03788233 FILED 10-28-10 AT 5:50 P.M. AMENDMENT
 E N D O F F I L I N G H I S T O R Y

THE UNDERSIGNED FILING OFFICER HEREBY CERTIFIES THAT THE ABOVE LISTING IS A RECORD OF ALL PRESENTLY EFFECTIVE FINANCING STATEMENTS, FEDERAL TAX LIENS AND UTILITY SECURITY INSTRUMENTS FILED IN THIS OFFICE WHICH NAME THE ABOVE DEBTOR, AS OF NOVEMBER 14, 2013 AT 11:59 P.M.



20134645918UCXN
131347257

Jeffrey W. Bullock
Jeffrey W. Bullock, Secretary of State

AUTHENTICATION: 0924466
DATE: 11-25-13

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 02:12 PM 09/29/2010
INITIAL FILING # 2010 3390758

SRV: 100952582

A. NAME & PHONE OF CONTACT AT FILER (optional)
Corporation Service Company 1-800-858-5294
B. SEND ACKNOWLEDGMENT TO: (Name and Address)
53097938 - 358060 - 9/28/2010
Corporation Service Company
801 Adlai Stevenson Drive
Springfield, IL 62703
Filed In: Delaware (S.O.S.)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names
1a. ORGANIZATION'S NAME ECB HOLDINGS, LLC
OR
1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX
1c. MAILING ADDRESS 800 Division Street CITY Cobourg STATE ON POSTAL CODE K9A 5V2 COUNTRY CAN
1d. SEE INSTRUCTIONS ADDL INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION LLC 1f. JURISDICTION OF ORGANIZATION DE 1g. ORGANIZATIONAL ID #, if any 4594765 NONE
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names
2a. ORGANIZATION'S NAME
OR
2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX
2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
2d. SEE INSTRUCTIONS ADDL INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any NONE
3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR(S)) - insert only one secured party name (3a or 3b)
3a. ORGANIZATION'S NAME Comerica Bank
OR
3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX
3c. MAILING ADDRESS Suite 2210, South Tower, Royal Bank Plaza, P.O. Box 61 CITY Toronto STATE ON POSTAL CODE M4W 3E2 COUNTRY CAN

4. This FINANCING STATEMENT covers the following collateral:

5. ALTERNATIVE DESIGNATION (if applicable): LESSOR/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING
6. This FINANCING STATEMENT is to be filed (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable) 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional) All Debtors Debtor 1 Debtor 2
8. OPTIONAL FILER REFERENCE DATA ECB HOLDINGS, LLC (1634-1 - DCB) DE SOS 53097938

EXHIBIT A

DESCRIPTION OF COLLATERAL

All personal property of Debtor whether presently existing or hereafter created or acquired, and wherever located, including, but not limited to:

(a) all accounts (including health-care-insurance receivables), chattel paper (including tangible and electronic chattel paper), deposit accounts, documents (including negotiable documents), equipment (including all accessions and additions thereto), general intangibles (including payment intangibles and software), goods (including fixtures), instruments (including promissory notes), inventory (including all goods held for sale or lease or to be furnished under a contract of service, and including returns and repossessions), investment property (including securities and securities entitlements), letter of credit rights, money, and all of Debtor's books and records with respect to any of the foregoing, and the computers and equipment containing said books and records;

(b) all of the membership interests identified on Schedules 3.4(a) and 3.4(b) attached hereto (or any addendum thereto), all membership interests of the Persons identified as Issuers on Schedules 3.4(a) and 3.4(b) attached hereto (each an "Issuer"), and all securities convertible or exchangeable into, and all warrants, options, or other rights to purchase, the membership interests of Issuer; to the extent of Debtor's interest therein, all shares of, all securities convertible or exchangeable into, and all warrants, options, or other rights to purchase shares of stock of any Person in which Debtor acquires a direct equity interest, irrespective of whether such Person is or becomes a Subsidiary of Debtor; the certificates or instruments representing such additional shares, convertible or exchangeable securities, warrants, and other rights and all dividends, cash, options, warrants, rights, instruments, and other property or proceeds from time to time received, receivable, or otherwise distributed in respect of or in exchange for any or all of such shares (collectively, the "Pledged Interests");

(c) all common law and statutory copyrights and copyright registrations and applications for registration, now existing or hereafter arising, in the United States of America or in any foreign jurisdiction, obtained or to be obtained on or in connection with any of the foregoing, or any parts thereof or any underlying or component elements of any of the foregoing, together with the right to copyright and all rights to renew or extend such copyrights and the right (but not the obligation) of Secured Party to sue in its own name and/or in the name of the Debtor for past, present and future infringements of copyright;

(d) all trademarks, service marks, trade names and service names and the goodwill associated therewith, together with the right to trademark and all rights to renew or extend such trademarks and the right (but not the obligation) of Secured Party to sue in its own name and/or in the name of the Debtor for past, present and future infringements of trademark;

(e) all (i) patents and patent applications filed in the United States Patent and Trademark Office or any similar office of any foreign jurisdiction, and interests under patent license agreements, including, without limitation, the inventions and improvements described and claimed therein, (ii) licenses pertaining to any patent whether Debtor is licensor or licensee, (iii) income, royalties, damages, payments, accounts and accounts receivable now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (iv) right (but not the obligation) to sue in the name of Debtor and/or in the name of Secured Party for past, present and future infringements thereof, (v) rights corresponding thereto throughout the world in all jurisdictions in which such patents have been issued or applied for, and (vi) reissues, divisions, continuations, renewals, extensions and continuations-in-part with respect to any of the foregoing; and

(f) any and all cash proceeds and/or noncash proceeds of any of the foregoing, including, without limitation, insurance proceeds, and all supporting obligations and the security therefor or for any right to payment. All terms above have the meanings given to them in the California Uniform Commercial Code, as amended or supplemented from time to time, including revised Division 9 of the Uniform Commercial Code-Secured Transactions, added by Stats. 1999, c.991 (S.B. 45), Section 35, operative July 1, 2001.

SCHEDULE 3.4(a)

PLEGGED INTERESTS BY ARXX CORPORATION

<u>Issuer</u>	<u>Membership Interests</u>	<u>Debtor's Percentage Ownership</u>	<u>Jurisdiction of Incorporation / Organization</u>
ECB HOLDINGS, LLC	100%	100%	Delaware
APS HOLDINGS, LLC	100%	100%	Delaware
UNISAS HOLDINGS, LLC	100%	100%	Delaware

452

SCHEDULE 3.4(b)

PLEDGED SHARES BY ECB HOLDINGS, LLC

<u>Issuer</u>	<u>Membership Interests</u>	<u>Debtor's Percentage Ownership</u>	<u>Jurisdiction of Incorporation / Organization</u>
ECO-BLOCK INTERNATIONAL LLC	100%	100%	Georgia

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
 Corporation Service Company 1-800-858-5294

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

53763358 - 358060 - 10/28/2010

Prepared By:
 Corporation Service Company
 801 Adlai Stevenson Drive
 Springfield, IL 62703-4261

Filed In: Delaware (S.O.S.)

DELAWARE DEPARTMENT OF STATE
 U.C.C. FILING SECTION
 FILED 05:50 PM 10/28/2010
 INITIAL FILING # 2010 3390758
 AMENDMENT # 2010 3788233
 SRV: 101038966

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
 20103390758 9/29/2010

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects: Debtor Secured Party of record. Check only one of these two boxes. Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party. DELETE name: Give record name to be deleted in item 6a or 6b. ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME ECB HOLDINGS, LLC

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
---------------------	------	-------	-------------	---------

7d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
----------------------	-----------------------------------	--------------------------	----------------------------------	---------------------------------

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.
 SEE EXHIBIT "A" ATTACHED HERETO FOR A DESCRIPTION OF THE RESTATED COLLATERAL.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME Comerica Bank

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

10. OPTIONAL FILER REFERENCE DATA (1634-1 - DCB) 53763358

EXHIBIT A

DESCRIPTION OF COLLATERAL

All personal property of Debtor whether presently existing or hereafter created or acquired, and wherever located, including, but not limited to:

(a) all accounts (including health-care-insurance receivables), chattel paper (including tangible and electronic chattel paper), deposit accounts, documents (including negotiable documents), equipment (including all accessions and additions thereto), general intangibles (including payment intangibles and software), goods (including fixtures), instruments (including promissory notes), inventory (including all goods held for sale or lease or to be furnished under a contract of service, and including returns and repossessions), investment property (including securities and securities entitlements), letter of credit rights, money, and all of Debtor's books and records with respect to any of the foregoing, and the computers and equipment containing said books and records;

(b) all of the membership interests identified on Schedules 3.4(a) and 3.4(b) attached hereto (or any addendum thereto), all membership interests of the Persons identified as Issuers on Schedules 3.4(a) and 3.4(b) attached hereto (each an "Issuer"), and all securities convertible or exchangeable into, and all warrants, options, or other rights to purchase, the membership interests of Issuer; to the extent of Debtor's interest therein, all shares of, all securities convertible or exchangeable into, and all warrants, options, or other rights to purchase shares of stock of any Person in which Debtor acquires a direct equity interest, irrespective of whether such Person is or becomes a Subsidiary of Debtor; the certificates or instruments representing such additional shares, convertible or exchangeable securities, warrants, and other rights and all dividends, cash, options, warrants, rights, instruments, and other property or proceeds from time to time received, receivable, or otherwise distributed in respect of or in exchange for any or all of such shares (collectively, the "Pledged Interests");

(c) all common law and statutory copyrights and copyright registrations and applications for registration, now existing or hereafter arising, in the United States of America or in any foreign jurisdiction, obtained or to be obtained on or in connection with any of the foregoing, or any parts thereof or any underlying or component elements of any of the foregoing, together with the right to copyright and all rights to renew or extend such copyrights and the right (but not the obligation) of Secured Party to sue in its own name and/or in the name of the Debtor for past, present and future infringements of copyright;

(d) all trademarks, service marks, trade names and service names and the goodwill associated therewith, together with the right to trademark and all rights to renew or extend such trademarks and the right (but not the obligation) of Secured Party to sue in its own name and/or in the name of the Debtor for past, present and future infringements of trademark;

(e) all (i) patents and patent applications filed in the United States Patent and Trademark Office or any similar office of any foreign jurisdiction, and interests under patent license agreements, including, without limitation, the inventions and improvements described and claimed therein, (ii) licenses pertaining to any patent whether Debtor is licensor or licensee, (iii) income, royalties, damages, payments, accounts and accounts receivable now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (iv) right (but not the obligation) to sue in the name of Debtor and/or in the name of Secured Party for past, present and future infringements thereof, (v) rights corresponding thereto throughout the world in all jurisdictions in which such patents have been issued or applied for, and (vi) reissues, divisions, continuations, renewals, extensions and continuations-in-part with respect to any of the foregoing; and

(f) any and all cash proceeds and/or noncash proceeds of any of the foregoing, including, without limitation, insurance proceeds, and all supporting obligations and the security therefor or for any right to payment. All terms above have the meanings given to them in the California Uniform Commercial Code, as amended or supplemented from time to time, including revised Division 9 of the Uniform Commercial Code-Secured Transactions, added by Stats. 1999, c.991 (S.B. 45), Section 35, operative July 1, 2001.

455

SCHEDULE 3.4(a)

PLEGGED INTERESTS BY ARXX CORPORATION

<u>Issuer</u>	<u>Membership Interests</u>	<u>Debtor's Percentage Ownership</u>	<u>Jurisdiction of Incorporation / Organization</u>
FCB HOLDINGS, LLC	100%	100%	Delaware
APS HOLDINGS, LLC	100%	100%	Delaware
UNISAS HOLDINGS, LLC	100%	100%	Delaware

SCHEDULE 3.4(b)

PLEGGED SHARES BY ECB HOLDINGS, LLC

<u>Issuer</u>	<u>Membership Interests</u>	<u>Debtor's Percentage Ownership</u>	<u>Jurisdiction of Incorporation / Organization</u>
ECO-BLOCK INTERNATIONAL LLC	100%	100%	Georgia

TAB R

This is Exhibit "R" referred to in the affidavit of Michael Moore made before me on this _____ day of December, 2013

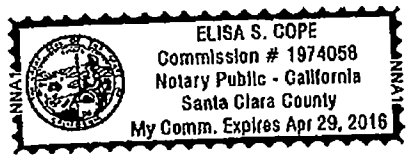
SEE ATTACHED

A commissioner for taking affidavits
for

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
 County of SANTA CLARA }
 On DEC. 9, 2013 before me, ELISA S. COPE, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
 personally appeared MICHAEL MOORE
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature Elisa S. Cope
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

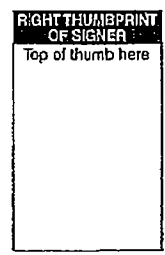
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____
 Signer Is Representing: _____



Signer's Name: _____
 Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____
 Signer Is Representing: _____





PERSONAL PROPERTY SECURITY
REGISTRATION SYSTEM (ONTARIO)
ENQUIRY RESULTS

Prepared for :	MCMILLAN LLP - GLEN TREMBLAY
Reference :	G.TREMBLAY#223790
Docket :	#223790
Search ID :	512776
Date Processed :	11/25/2013 1:25:54 PM
Report Type :	PPSA Electronic Response
Search Conducted on :	APS HOLDINGS, LLC
Search Type :	Business Debtor

DISCLAIMER :
 This report has been generated using data provided by the Personal
 Property Registration Branch, Ministry of Government Services,
 Government of Ontario. No liability is undertaken regarding its correctness,
 completeness, or the interpretation and use that are made of it.

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE
CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY SYSTEM IN RESPECT
OF THE FOLLOWING:

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: APS HOLDINGS, LLC

FILE CURRENCY: November 24, 2013

RESPONSE CONTAINS: APPROXIMATELY 1 FAMILIES and 3 PAGES.

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS
WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME
IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE
OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT
ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

THE ABOVE REPORT HAS BEEN CREATED BASED ON THE DATA PROVIDED BY
THE PERSONAL PROPERTY REGISTRATION BRANCH, MINISTRY OF CONSUMER
AND BUSINESS SERVICES, GOVERNMENT OF ONTARIO. NO LIABILITY IS
UNDERTAKEN REGARDING ITS CORRECTNESS, COMPLETENESS, OR THE
INTERPRETATION AND USE THAT ARE MADE OF IT.

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR
CONDUCTED ON: APS HOLDINGS, LLC
FILE CURRENCY: November 24, 2013

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 1 ENQUIRY PAGE : 1 OF 3

SEARCH : BD : APS HOLDINGS, LLC

00 FILE NUMBER : 664560639 EXPIRY DATE : 20SEP 2018 STATUS :
01 CAUTION FILING : PAGE : 001 OF 2 MV SCHEDULE ATTACHED :
REG NUM : 20100920.1709 1590 8784 REG TYP: P PPSA REG PERIOD: 3
02 IND DOB : IND NAME:
03 BUS NAME: APS HOLDINGS, LLC
OCN :
04 ADDRESS : 800 DIVISION STREET
CITY : COBOURG PROV: ON POSTAL CODE: K9A 5V2
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
COMERICA BANK
09 ADDRESS : 200 BAY STREET, ROYAL BANK PLAZA, SOUTH
CITY : TORONTO PROV: ON POSTAL CODE: M5J 2J2
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X X
YEAR MAKE MODEL V.I.N.

GENERAL COLLATERAL DESCRIPTION

13
14
15
16 AGENT: MCMILLAN LLP [AS/AL/0098002]
17 ADDRESS : 181 BAY ST., STE. 4400, BROOKFIELD PLACE
CITY : TORONTO PROV: ON POSTAL CODE: M5J 2T3

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

462

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR
CONDUCTED ON: APS HOLDINGS, LLC
FILE CURRENCY: November 24, 2013

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 1 ENQUIRY PAGE : 2 OF 3

SEARCH : BD : APS HOLDINGS, LLC

00 FILE NUMBER : 664560639 EXPIRY DATE : 20SEP 2018 STATUS :
01 CAUTION FILING : PAGE : 002 OF 2 MV SCHEDULE ATTACHED :
REG NUM : 20100920 1709 1590 8784 REG TYP: REG PERIOD:
02 IND DOB : IND NAME:
03 BUS NAME:
OCN :
04 ADDRESS :
CITY : PROV: POSTAL CODE:
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS : TOWER, SUITE 2210
CITY : PROV: POSTAL CODE:
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10
YEAR MAKE MODEL V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13
14
15
16 AGENT:
17 ADDRESS :
CITY : PROV: POSTAL CODE:

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

463

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR
CONDUCTED ON: APS HOLDINGS, LLC
FILE CURRENCY: November 24, 2013

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 1 OF 1 ENQUIRY PAGE : 3 OF 3

SEARCH : BD : APS HOLDINGS, LLC
FILE NUMBER 664560639

PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 001 OF 1 MV SCHED: 20130613 1133 5064 8318
21 REFERENCE FILE NUMBER : 664560639
22 AMEND PAGE: NO PAGE: CHANGE: B RENEWAL REN YEARS: 05 CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: APS HOLDINGS, LLC

25 OTHER CHANGE:

26 REASON:

27 /DESCR:

28 :

02/05 IND/TRANSFEREE:

03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:

CITY:

PROV:

POSTAL CODE:

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :

CITY :

PROV :

POSTAL CODE :

CONS.

MV

DATE OF

NO FIXED

GOODS INVTRY EQUIP ACCTS OTHER

INCL

AMOUNT

MATURITY OR

MAT DATE

10

11

12

13

14

15

16 NAME : SECUREFACT TRANSACTION SERVICES, INC.

17 ADDRESS : 300-350 BAY STREET

CITY : TORONTO

PROV : ON

POSTAL CODE : M5H 2S6

LAST SCREEN

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

464

Delaware

PAGE 1

The First State

CERTIFICATE

SEARCHED NOVEMBER 25, 2013, AT 2:51 P.M.
FOR DEBTOR "APS HOLDINGS, LLC"

1 OF 1 FINANCING STATEMENT 03390915
 EXPIRATION DATE: SEPTEMBER 29, 2015
 DEBTOR: APS HOLDINGS, LLC
 800 DIVISION STREET
 COBOURG, ON, CAN K9A 5V2 ADDED 09-29-10
 SECURED: COMERICA BANK
 SUITE 2210, SOUTH TOWER, ADDED 09-29-10
 ROYAL BANK PLAZA, P.O. BOX 61
 TORONTO, ON, CAN M4W 3E2
 F I L I N G H I S T O R Y
 03390915 FILED 09-29-10 AT 2:16 P.M. FINANCING STATEMENT
 03788209 FILED 10-28-10 AT 5:49 P.M. AMENDMENT
 E N D O F F I L I N G H I S T O R Y

THE UNDERSIGNED FILING OFFICER HEREBY CERTIFIES THAT THE ABOVE LISTING IS A RECORD OF ALL PRESENTLY EFFECTIVE FINANCING STATEMENTS, FEDERAL TAX LIENS AND UTILITY SECURITY INSTRUMENTS FILED IN THIS OFFICE WHICH NAME THE ABOVE DEBTOR, AS OF NOVEMBER 14, 2013 AT 11:59 P.M.



Jeffrey W. Bullock
Jeffrey W. Bullock, Secretary of State

20134645959UCXN

AUTHENTICATION: 0924475

131347274

DATE: 11-25-13



UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
Corporation Service Company 1-800-858-5294

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

53098022 - 358060 - 9/28/2010

Corporation Service Company
801 Adlai Stevenson Drive
Springfield, IL 62703

Filed In: Delaware (S.O.S.)

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 02:16 PM 09/29/2010
INITIAL FILING # 2010 3390915

SRV: 100952602

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME APS HOLDINGS, LLC

OR

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS 800 Division Street CITY Cobourg STATE ON POSTAL CODE K9A 5V2 COUNTRY CAN

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION LLC 1f. JURISDICTION OF ORGANIZATION DE 1g. ORGANIZATIONAL ID #, if any 4550577 NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR(S)) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME Comerica Bank

OR

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS Suite 2210, South Tower, Royal Bank Plaza, P.O. Box 61 CITY Toronto STATE ON POSTAL CODE M4W 3E2 COUNTRY CAN

4. This FINANCING STATEMENT covers the following collateral:

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOC SELLER/BUYER AG. LIEN NON-UCC FILING

6. THE FINANCING STATEMENT IS to be filed (or record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable) 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional) ALL Debtors Debtor 1 Debtor 2 ADDITIONAL FEE

8. OPTIONAL FILER REFERENCE DATA APS HOLDINGS, LLC (1634-1 - DCB) DE SOS

53098022

EXHIBIT A

DESCRIPTION OF COLLATERAL

All personal property of Debtor whether presently existing or hereafter created or acquired, and wherever located, including, but not limited to:

(a) all accounts (including health-care-insurance receivables), chattel paper (including tangible and electronic chattel paper), deposit accounts, documents (including negotiable documents), equipment (including all accessions and additions thereto), general intangibles (including payment intangibles and software), goods (including fixtures), instruments (including promissory notes), inventory (including all goods held for sale or lease or to be furnished under a contract of service, and including returns and repossessions), investment property (including securities and securities entitlements), letter of credit rights, money, and all of Debtor's books and records with respect to any of the foregoing, and the computers and equipment containing said books and records;

(b) all of the membership interests identified on Schedules 3.4(a) and 3.4(b) attached hereto (or any addendum thereto), all membership interests of the Persons identified as Issuers on Schedules 3.4(a) and 3.4(b) attached hereto (each an "Issuer"), and all securities convertible or exchangeable into, and all warrants, options, or other rights to purchase, the membership interests of Issuer, to the extent of Debtor's interest therein, all shares of, all securities convertible or exchangeable into, and all warrants, options, or other rights to purchase shares of stock of any Person in which Debtor acquires a direct equity interest, irrespective of whether such Person is or becomes a Subsidiary of Debtor; the certificates or instruments representing such additional shares, convertible or exchangeable securities, warrants, and other rights and all dividends, cash, options, warrants, rights, instruments, and other property or proceeds from time to time received, receivable, or otherwise distributed in respect of or in exchange for any or all of such shares (collectively, the "Pledged Interests");

(c) all common law and statutory copyrights and copyright registrations and applications for registration, now existing or hereafter arising, in the United States of America or in any foreign jurisdiction, obtained or to be obtained on or in connection with any of the foregoing, or any parts thereof or any underlying or component elements of any of the foregoing, together with the right to copyright and all rights to renew or extend such copyrights and the right (but not the obligation) of Secured Party to sue in its own name and/or in the name of the Debtor for past, present and future infringements of copyright;

(d) all trademarks, service marks, trade names and service names and the goodwill associated therewith, together with the right to trademark and all rights to renew or extend such trademarks and the right (but not the obligation) of Secured Party to sue in its own name and/or in the name of the Debtor for past, present and future infringements of trademark;

(e) all (i) patents and patent applications filed in the United States Patent and Trademark Office or any similar office of any foreign jurisdiction, and interests under patent license agreements, including, without limitation, the inventions and improvements described and claimed therein, (ii) licenses pertaining to any patent whether Debtor is licensor or licensee, (iii) income, royalties, damages, payments, accounts and accounts receivable now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (iv) right (but not the obligation) to sue in the name of Debtor and/or in the name of Secured Party for past, present and future infringements thereof, (v) rights corresponding thereto throughout the world in all jurisdictions in which such patents have been issued or applied for, and (vi) reissues, divisions, continuations, renewals, extensions and continuations-in-part with respect to any of the foregoing; and

(f) any and all cash proceeds and/or noncash proceeds of any of the foregoing, including, without limitation, insurance proceeds, and all supporting obligations and the security therefor or for any right to payment. All terms above have the meanings given to them in the California Uniform Commercial Code, as amended or supplemented from time to time, including revised Division 9 of the Uniform Commercial Code-Secured Transactions, added by Stats. 1999, c.991 (S.B. 45), Section 35, operative July 1, 2001.

SCHEDULE 3.4(a)

PLEGDED INTERESTS BY ARXX CORPORATION

<u>Issuer</u>	<u>Membership Interests</u>	<u>Debtor's Percentage Ownership</u>	<u>Jurisdiction of Incorporation / Organization</u>
ECB HOLDINGS, LLC	100%	100%	Delaware
APS HOLDINGS, LLC	100%	100%	Delaware
UNISAS HOLDINGS, LLC	100%	100%	Delaware

SCHEDULE 3.4(b)

PLEGGED SHARES BY ECB HOLDINGS, LLC

<u>Issuer</u>	<u>Membership Interests</u>	<u>Debtor's Percentage Ownership</u>	<u>Jurisdiction of Incorporation / Organization</u>
ECO-BLOCK INTERNATIONAL LLC	100%	100%	Georgia

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
 Corporation Service Company 1-800-858-5294

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

53763134 - 358060 - 10/28/2010

Prepared By:
 Corporation Service Company
 801 Adlai Stevenson Drive
 Springfield, IL 62703-4261

Filed In: Delaware (S.O.S.)

DELAWARE DEPARTMENT OF STATE
 U.C.C. FILING SECTION
 FILED 05:49 PM 10/28/2010
 INITIAL FILING # 2010 3390915
 AMENDMENT # 2010 3788209
 SRV: 101038959

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE#
 20103390915 9/29/2010

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (all or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c, and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party. DELETE name: Give record name to be deleted in item 6a or 6b. ADD name: Complete item 7a or 7b and also item 7c; also complete items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME APS HOLDINGS, LLC

OR

6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. SEE INSTRUCTIONS ADDL INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.
 Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.
 SEE EXHIBIT "A" ATTACHED HERETO FOR A DESCRIPTION OF THE RESTATED COLLATERAL.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME Comerica Bank

OR

9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA (1634-1 - DCB) 53763134

EXHIBIT A

DESCRIPTION OF COLLATERAL

All personal property of Debtor whether presently existing or hereafter created or acquired, and wherever located, including, but not limited to:

- (a) all accounts (including health-care-insurance receivables), chattel paper (including tangible and electronic chattel paper), deposit accounts, documents (including negotiable documents), equipment (including all accessions and additions thereto), general intangibles (including payment intangibles and software), goods (including fixtures), instruments (including promissory notes), inventory (including all goods held for sale or lease or to be furnished under a contract of service, and including returns and repossessions), investment property (including securities and securities entitlements), letter of credit rights, money, and all of Debtor's books and records with respect to any of the foregoing, and the computers and equipment containing said books and records;
- (b) all of the membership interests identified on Schedules 3.4(a) and 3.4(b) attached hereto (or any addendum thereto), all membership interests of the Persons identified as Issuers on Schedules 3.4(a) and 3.4(b) attached hereto (each an "Issuer"), and all securities convertible or exchangeable into, and all warrants, options, or other rights to purchase, the membership interests of Issuer; to the extent of Debtor's interest therein, all shares of, all securities convertible or exchangeable into, and all warrants, options, or other rights to purchase shares of stock of any Person in which Debtor acquires a direct equity interest, irrespective of whether such Person is or becomes a Subsidiary of Debtor; the certificates or instruments representing such additional shares, convertible or exchangeable securities, warrants, and other rights and all dividends, cash, options, warrants, rights, instruments, and other property or proceeds from time to time received, receivable, or otherwise distributed in respect of or in exchange for any or all of such shares (collectively, the "Pledged Interests");
- (c) all common law and statutory copyrights and copyright registrations and applications for registration, now existing or hereafter arising, in the United States of America or in any foreign jurisdiction, obtained or to be obtained on or in connection with any of the foregoing, or any parts thereof or any underlying or component elements of any of the foregoing, together with the right to copyright and all rights to renew or extend such copyrights and the right (but not the obligation) of Secured Party to sue in its own name and/or in the name of the Debtor for past, present and future infringements of copyright;
- (d) all trademarks, service marks, trade names and service names and the goodwill associated therewith, together with the right to trademark and all rights to renew or extend such trademarks and the right (but not the obligation) of Secured Party to sue in its own name and/or in the name of the Debtor for past, present and future infringements of trademark;
- (e) all (i) patents and patent applications filed in the United States Patent and Trademark Office or any similar office of any foreign jurisdiction, and interests under patent license agreements, including, without limitation, the inventions and improvements described and claimed therein, (ii) licenses pertaining to any patent whether Debtor is licensor or licensee, (iii) income, royalties, damages, payments, accounts and accounts receivable now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (iv) right (but not the obligation) to sue in the name of Debtor and/or in the name of Secured Party for past, present and future infringements thereof, (v) rights corresponding thereto throughout the world in all jurisdictions in which such patents have been issued or applied for, and (vi) reissues, divisions, continuations, renewals, extensions and continuations-in-part with respect to any of the foregoing; and
- (f) any and all cash proceeds and/or noncash proceeds of any of the foregoing, including, without limitation, insurance proceeds, and all supporting obligations and the security therefor or for any right to payment. All terms above have the meanings given to them in the California Uniform Commercial Code, as amended or supplemented from time to time, including revised Division 9 of the Uniform Commercial Code-Secured Transactions, added by Stats. 1999, c.991 (S.B. 45), Section 35, operative July 1, 2001.

SCHEDULE 3.4(a)

PLEDGED INTERESTS BY ARXX CORPORATION

<u>Issuer</u>	<u>Membership Interests</u>	<u>Debtor's Percentage Ownership</u>	<u>Jurisdiction of Incorporation / Organization</u>
ECB HOLDINGS, LLC	100%	100%	Delaware
APS HOLDINGS, LLC	100%	100%	Delaware
UNISAS HOLDINGS, LLC	100%	100%	Delaware

SCHEDULE 3.4(b)

PLEGGED SHARES BY ECB HOLDINGS, LLC

<u>Issuer</u>	<u>Membership Interests</u>	<u>Debtor's Percentage Ownership</u>	<u>Jurisdiction of Incorporation / Organization</u>
ECO-BLOCK INTERNATIONAL LLC	100%	100%	Georgia

TAB S

This is Exhibit "S" referred to in the
affidavit of Michael Moore made before me
on this _____ day of December, 2013

SEE ATTACHED

A commissioner for taking affidavits
for

474

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

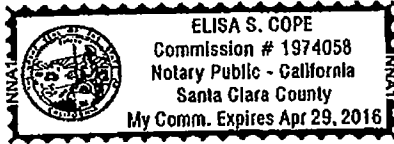
State of California

County of SANTA CLARA

On DEC. 9, 2013 before me, ELISA S. COPE, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared MICHAEL MOORE
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Elisa S. Cope*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney In Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney In Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

475



PERSONAL PROPERTY SECURITY
REGISTRATION SYSTEM (ONTARIO)
ENQUIRY RESULTS

Prepared for :	MCMILLAN LLP - GLEN TREMBLAY
Reference :	G.TREMBLAY#223790
Docket :	#223790
Search ID :	512777
Date Processed :	11/25/2013 1:26:07 PM
Report Type :	PPSA Electronic Response
Search Conducted on :	UNISAS HOLDINGS, LLC
Search Type :	Business Debtor

DISCLAIMER :
This report has been generated using data provided by the Personal
Property Registration Branch, Ministry of Government Services,
Government of Ontario. No liability is undertaken regarding its correctness,
completeness, or the interpretation and use that are made of it.

476

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE
CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY SYSTEM IN RESPECT
OF THE FOLLOWING:

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: UNISAS HOLDINGS, LLC

FILE CURRENCY: November 24, 2013

RESPONSE CONTAINS: APPROXIMATELY 1 FAMILIES and 3 PAGES.

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS
WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME
IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE
OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT
ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

THE ABOVE REPORT HAS BEEN CREATED BASED ON THE DATA PROVIDED BY
THE PERSONAL PROPERTY REGISTRATION BRANCH, MINISTRY OF CONSUMER
AND BUSINESS SERVICES, GOVERNMENT OF ONTARIO. NO LIABILITY IS
UNDERTAKEN REGARDING ITS CORRECTNESS, COMPLETENESS, OR THE
INTERPRETATION AND USE THAT ARE MADE OF IT.

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR
CONDUCTED ON: UNISAS HOLDINGS, LLC
FILE CURRENCY: November 24, 2013

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 1 ENQUIRY PAGE : 1 OF 3

SEARCH : BD : UNISAS HOLDINGS, LLC

00 FILE NUMBER : 664560621 EXPIRY DATE : 20SEP 2018 STATUS :
01 CAUTION FILING : PAGE : 001 OF 2 MV SCHEDULE ATTACHED :
REG NUM : 20100920 1708 1590 8783 REG TYP: P PPSA REG PERIOD: 3
02 IND DOB : IND NAME:
03 BUS NAME: UNISAS HOLDINGS, LLC
OCN :
04 ADDRESS : 800 DIVISION STREET
CITY : COBOURG PROV: ON POSTAL CODE: K9A 5V2
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

COMERICA BANK
09 ADDRESS : 200 BAY STREET, ROYAL BANK PLAZA, SOUTH
CITY : TORONTO PROV: ON POSTAL CODE: M5J 2J2
CONS. MV DATE OF OR NO FIXED
GOODS INVTY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X X
YEAR MAKE MODEL V.I.N.

11

12

GENERAL COLLATERAL DESCRIPTION

13

14

15

16 AGENT: MCMILLAN LLP [AS/AL/0098002]
17 ADDRESS : 181 BAY ST., STE. 4400, BROOKFIELD PLACE
CITY : TORONTO PROV: ON POSTAL CODE: M5J 2T3

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR
 CONDUCTED ON: UNISAS HOLDINGS, LLC
 FILE CURRENCY: November 24, 2013

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 1 ENQUIRY PAGE : 2 OF 3

SEARCH : BD : UNISAS HOLDINGS, LLC

00 FILE NUMBER : 664560621 EXPIRY DATE : 20SEP 2018 STATUS :
 01 CAUTION FILING : PAGE : 002 OF 2 MV SCHEDULE ATTACHED :
 REG NOM : 20100920 1708 1590 8783 REG TYP: REG PERIOD:
 02 IND DOB : IND NAME:
 03 BUS NAME:
 OCN :
 04 ADDRESS :
 CITY : PROV: POSTAL CODE:
 05 IND DOB : IND NAME:
 06 BUS NAME:
 OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS : TOWER, SUITE 2210
 CITY : PROV: POSTAL CODE:
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10
 YEAR MAKE MODEL V.I.N.
 11
 12
 GENERAL COLLATERAL DESCRIPTION
 13
 14
 15
 16 AGENT:
 17 ADDRESS :
 CITY : PROV: POSTAL CODE:

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR
CONDUCTED ON: UNISAS HOLDINGS, LLC
FILE CURRENCY: November 24, 2013

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 1 OF 1 ENQUIRY PAGE : 3 OF 3

SEARCH : BD : UNISAS HOLDINGS, LLC
FILE NUMBER 664560621

PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 001 OF 1 MV SCHED: 20130613 1125 5064 8313
21 REFERENCE FILE NUMBER : 664560621
22 AMEND PAGE: NO PAGE: CHANGE: B RENEWAL REN YEARS: 05 CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: UNISAS HOLDINGS, LLC

25 OTHER CHANGE:

26 REASON:

27 /DESCR:

28 :

02/05 IND/TRANSFEREE:

03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS:

CITY:

PROV:

POSTAL CODE:

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :

CITY :

PROV :

POSTAL CODE :

CONS.

MV

DATE OF

NO FIXED

GOODS INVTY EQUIP ACCTS OTHER

INCL

AMOUNT

MATURITY OR

MAT DATE

10

11

12

13

14

15

16 NAME : SECUREFACT TRANSACTION SERVICES, INC.

17 ADDRESS : 300-350 BAY STREET

CITY : TORONTO

PROV : ON

POSTAL CODE : M5H 2S6

LAST SCREEN

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

Delaware

PAGE 1

The First State

CERTIFICATE

SEARCHED NOVEMBER 25, 2013, AT 2:52 P.M.
FOR DEBTOR "UNISAS HOLDINGS, LLC"

1 OF 1 FINANCING STATEMENT 03435348
 EXPIRATION DATE: OCTOBER 1, 2015
 DEBTOR: UNISAS HOLDINGS, LLC
 800 DIVISION STREET
 COBOURG, ON, CAN K9A 5V2 ADDED 10-01-10
 SECURED: COMERICA BANK
 SUITE 2210, SOUTH TOWER, ADDED 10-01-10
 ROYAL BANK PLAZA, P.O. BOX 61
 TORONTO, ON, CAN M4W 3E2
 F I L I N G H I S T O R Y
 03435348 FILED 10-01-10 AT 5:34 P.M. FINANCING STATEMENT
 03788258 FILED 10-28-10 AT 5:52 P.M. AMENDMENT
 E N D O F F I L I N G H I S T O R Y

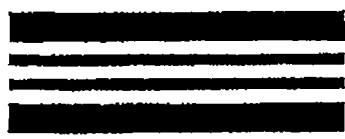
THE UNDERSIGNED FILING OFFICER HEREBY CERTIFIES THAT THE ABOVE LISTING IS A RECORD OF ALL PRESENTLY EFFECTIVE FINANCING STATEMENTS, FEDERAL TAX LIENS AND UTILITY SECURITY INSTRUMENTS FILED IN THIS OFFICE WHICH NAME THE ABOVE DEBTOR, AS OF NOVEMBER 14, 2013 AT 11:59 P.M.



Jeffrey W. Bullock
Jeffrey W. Bullock, Secretary of State

20134646031UCXN
131347289

AUTHENTICATION: 0924481
DATE: 11-25-13



UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
 Corporation Service Company 1-800-858-5294

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

53098232 - 358060 - 10/1/2010

Corporation Service Company
 801 Adlai Stevenson Drive
 Springfield, IL 62703

Filed In: Delaware (S.O.S.)

DELAWARE DEPARTMENT OF STATE
 U.C.C. FILING SECTION
 FILED 05:34 PM 10/01/2010
 INITIAL FILING # 2010 3435348

SRV: 100962590

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME UNISAS HOLDINGS, LLC

OR 1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS 800 Division Street CITY Cobourg STATE ON POSTAL CODE K9A 5V2 COUNTRY CAN

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION LLC 1f. JURISDICTION OF ORGANIZATION DE 1g. ORGANIZATIONAL ID #, if any 4565509 NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR(S)) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME Comerica Bank

OR 3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS Suite 2210, South Tower, Royal Bank Plaza, P.O. Box 61 CITY Toronto STATE ON POSTAL CODE M4W 3E2 COUNTRY CAN

4. This FINANCING STATEMENT covers the following collateral:

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BALOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Affidavit (if applicable) 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional) All Debtors Debtor 1 Debtor 2 (ADDITIONAL FEE)

8. OPTIONAL FILER REFERENCE DATA (1634-1 - DCB) DE SOS 53098232

EXHIBIT A

DESCRIPTION OF COLLATERAL

All personal property of Debtor whether presently existing or hereafter created or acquired, and wherever located, including, but not limited to:

- (a) all accounts (including health-care-insurance receivables), chattel paper (including tangible and electronic chattel paper), deposit accounts, documents (including negotiable documents), equipment (including all accessions and additions thereto), general intangibles (including payment intangibles and software), goods (including fixtures), instruments (including promissory notes), inventory (including all goods held for sale or lease or to be furnished under a contract of service, and including returns and repossessions), investment property (including securities and securities entitlements), letter of credit rights, money, and all of Debtor's books and records with respect to any of the foregoing, and the computers and equipment containing said books and records;
- (b) all of the membership interests identified on Schedules 3.4(a) and 3.4(b) attached hereto (or any addendum thereto), all membership interests of the Persons identified as Issuers on Schedules 3.4(a) and 3.4(b) attached hereto (each an "Issuer"), and all securities convertible or exchangeable into, and all warrants, options, or other rights to purchase, the membership interests of Issuer; to the extent of Debtor's interest therein, all shares of, all securities convertible or exchangeable into, and all warrants, options, or other rights to purchase shares of stock of any Person in which Debtor acquires a direct equity interest, irrespective of whether such Person is or becomes a Subsidiary of Debtor; the certificates or instruments representing such additional shares, convertible or exchangeable securities, warrants, and other rights and all dividends, cash, options, warrants, rights, instruments, and other property or proceeds from time to time received, receivable, or otherwise distributed in respect of or in exchange for any or all of such shares (collectively, the "Pledged Interests");
- (c) all common law and statutory copyrights and copyright registrations and applications for registration, now existing or hereafter arising, in the United States of America or in any foreign jurisdiction, obtained or to be obtained on or in connection with any of the foregoing, or any parts thereof or any underlying or component elements of any of the foregoing, together with the right to copyright and all rights to renew or extend such copyrights and the right (but not the obligation) of Secured Party to sue in its own name and/or in the name of the Debtor for past, present and future infringements of copyright;
- (d) all trademarks, service marks, trade names and service names and the goodwill associated therewith, together with the right to trademark and all rights to renew or extend such trademarks and the right (but not the obligation) of Secured Party to sue in its own name and/or in the name of the Debtor for past, present and future infringements of trademark;
- (e) all (i) patents and patent applications filed in the United States Patent and Trademark Office or any similar office of any foreign jurisdiction, and interests under patent license agreements, including, without limitation, the inventions and improvements described and claimed therein, (ii) licenses pertaining to any patent whether Debtor is licensor or licensee, (iii) income, royalties, damages, payments, accounts and accounts receivable now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (iv) right (but not the obligation) to sue in the name of Debtor and/or in the name of Secured Party for past, present and future infringements thereof, (v) rights corresponding thereto throughout the world in all jurisdictions in which such patents have been issued or applied for, and (vi) reissues, divisions, continuations, renewals, extensions and continuations-in-part with respect to any of the foregoing; and
- (f) any and all cash proceeds and/or noncash proceeds of any of the foregoing, including, without limitation, insurance proceeds, and all supporting obligations and the security therefor or for any right to payment. All terms above have the meanings given to them in the California Uniform Commercial Code, as amended or supplemented from time to time, including revised Division 9 of the Uniform Commercial Code-Secured Transactions, added by Stats. 1999, c.991 (S.B. 45), Section 35, operative July 1, 2001.

SCHEDULE 3.4(a)

PLEGGED INTERESTS BY ARXX CORPORATION

<u>Issuer</u>	<u>Membership Interests</u>	<u>Debtor's Percentage Ownership</u>	<u>Jurisdiction of Incorporation / Organization</u>
ECB HOLDINGS, LLC	100%	100%	Delaware
APS HOLDINGS, LLC	100%	100%	Delaware
UNISAS HOLDINGS, LLC	100%	100%	Delaware

SCHEDULE 3.4(b)

PLEGGED SHARES BY ECB HOLDINGS, LLC

<u>Issuer</u>	<u>Membership Interests</u>	<u>Debtor's Percentage Ownership</u>	<u>Jurisdiction of Incorporation / Organization</u>
ECO-BLOCK INTERNATIONAL LLC	100%	100%	Georgia

485

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
 Corporation Service Company 1-800-858-5294

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

53763547 - 358060 - 10/28/2010

Prepared By:
 Corporation Service Company
 801 Adlai Stevenson Drive
 Springfield, IL 62703-4261

Filed In: Delaware (S.O.S.)

DELAWARE DEPARTMENT OF STATE
 U.C.C. FILING SECTION
 FILED 05:52 PM 10/28/2010
 INITIAL FILING # 2010 3435348
 AMENDMENT # 2010 3788258
 SRV: 101038974

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
 20103435348 10/1/2010

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) for recorded in the REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in Item 7a or 7b and address of assignee in Item 7c; and also give name of assignor in Item 8.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.
 Also check one of the following three boxes and provide appropriate information in Items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions (regards to changing the name/address of a party). DELETE name: Give record name to be deleted in Item 6a or 6b. ADD name: Complete Item 7a or 7b, and also Item 7c; also complete Items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME UNISAS HOLDINGS, LLC

OR

6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. SEE INSTRUCTIONS ADDL INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.
 Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.
 SEE EXHIBIT "A" ATTACHED HERETO FOR A DESCRIPTION OF THE RESTATED COLLATERAL

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME Comerica Bank

OR

9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA (1634-1 - DCB) 53763547

EXHIBIT A

DESCRIPTION OF COLLATERAL

All personal property of Debtor whether presently existing or hereafter created or acquired, and wherever located, including, but not limited to:

(a) all accounts (including health-care-insurance receivables), chattel paper (including tangible and electronic chattel paper), deposit accounts, documents (including negotiable documents), equipment (including all accessions and additions thereto), general intangibles (including payment intangibles and software), goods (including fixtures), instruments (including promissory notes), inventory (including all goods held for sale or lease or to be furnished under a contract of service, and including returns and repossessions), investment property (including securities and securities entitlements), letter of credit rights, money, and all of Debtor's books and records with respect to any of the foregoing, and the computers and equipment containing said books and records;

(b) all of the membership interests identified on Schedules 3.4(a) and 3.4(h) attached hereto (or any addendum thereto), all membership interests of the Persons identified as Issuers on Schedules 3.4(a) and 3.4(b) attached hereto (each an "Issuer"), and all securities convertible or exchangeable into, and all warrants, options, or other rights to purchase, the membership interests of Issuer; to the extent of Debtor's interest therein, all shares of, all securities convertible or exchangeable into, and all warrants, options, or other rights to purchase shares of stock of any Person in which Debtor acquires a direct equity interest, irrespective of whether such Person is or becomes a Subsidiary of Debtor; the certificates or instruments representing such additional shares, convertible or exchangeable securities, warrants, and other rights and all dividends, cash, options, warrants, rights, instruments, and other property or proceeds from time to time received, receivable, or otherwise distributed in respect of or in exchange for any or all of such shares (collectively, the "Pledged Interests");

(c) all common law and statutory copyrights and copyright registrations and applications for registration, now existing or hereafter arising, in the United States of America or in any foreign jurisdiction, obtained or to be obtained on or in connection with any of the foregoing, or any parts thereof or any underlying or component elements of any of the foregoing, together with the right to copyright and all rights to renew or extend such copyrights and the right (but not the obligation) of Secured Party to sue in its own name and/or in the name of the Debtor for past, present and future infringements of copyright;

(d) all trademarks, service marks, trade names and service names and the goodwill associated therewith, together with the right to trademark and all rights to renew or extend such trademarks and the right (but not the obligation) of Secured Party to sue in its own name and/or in the name of the Debtor for past, present and future infringements of trademark;

(e) all (i) patents and patent applications filed in the United States Patent and Trademark Office or any similar office of any foreign jurisdiction, and interests under patent license agreements, including, without limitation, the inventions and improvements described and claimed therein, (ii) licenses pertaining to any patent whether Debtor is licensor or licensee, (iii) income, royalties, damages, payments, accounts and accounts receivable now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (iv) right (but not the obligation) to sue in the name of Debtor and/or in the name of Secured Party for past, present and future infringements thereof, (v) rights corresponding thereto throughout the world in all jurisdictions in which such patents have been issued or applied for, and (vi) reissues, divisions, continuations, renewals, extensions and continuations-in-part with respect to any of the foregoing; and

(f) any and all cash proceeds and/or noncash proceeds of any of the foregoing, including, without limitation, insurance proceeds, and all supporting obligations and the security therefor or for any right to payment. All terms above have the meanings given to them in the California Uniform Commercial Code, as amended or supplemented from time to time, including revised Division 9 of the Uniform Commercial Code-Secured Transactions, added by Stats. 1999, c.991 (S.B. 45), Section 35, operative July 1, 2001.

SCHEDULE 3.4(a)

PLLEDGED INTERESTS BY ARXX CORPORATION

<u>Issuer</u>	<u>Membership Interests</u>	<u>Debtor's Percentage Ownership</u>	<u>Jurisdiction of Incorporation / Organization</u>
ECB HOLDINGS, LLC	100%	100%	Delaware
APS HOLDINGS, LLC	100%	100%	Delaware
UNISAS HOLDINGS, LLC	100%	100%	Delaware

SCHEDULE 3.4(b)

PLEGGED SHARES BY ECB HOLDINGS, LLC

<u>Issuer</u>	<u>Membership Interests</u>	<u>Debtor's Percentage Ownership</u>	<u>Jurisdiction of Incorporation / Organization</u>
ECO-BLOCK INTERNATIONAL LLC	100%	100%	Georgia

TAB T

This is Exhibit " T " referred to in the
affidavit of Michael Moore made before me
on this _____ day of December, 2013

SEE ATTACHED

A commissioner for taking affidavits
for

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of SANTA CLARA }

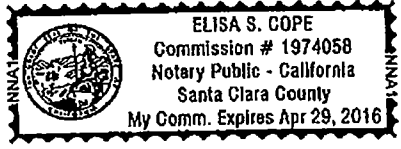
On DEC. 9, 2013 before me, ELISA S. COPE, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared MICHAEL MOORE
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Elisa S. Cope
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____



Signer Is Representing: _____

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____



Signer Is Representing: _____



PERSONAL PROPERTY SECURITY
REGISTRATION SYSTEM (ONTARIO)
ENQUIRY RESULTS

Prepared for : MCMILLAN LLP - GLEN TREMBLAY
Reference : G.TREMBLAY#223790
Docket : #223790
Search ID : 512778
Date Processed : 11/25/2013 1:26:23 PM
Report Type : PPSA Electronic Response
Search Conducted on : ECO-BLOCK INTERNATIONAL, LLC
Search Type : Business Debtor

DISCLAIMER :

This report has been generated using data provided by the Personal Property Registration Branch, Ministry of Government Services, Government of Ontario. No liability is undertaken regarding its correctness, completeness, or the interpretation and use that are made of it.

492

452

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE
CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY SYSTEM IN RESPECT
OF THE FOLLOWING:

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: ECO-BLOCK INTERNATIONAL, LLC

FILE CURRENCY: November 24, 2013

RESPONSE CONTAINS: APPROXIMATELY 1 FAMILIES and 3 PAGES.

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS
WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME
IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE
OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT
ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

THE ABOVE REPORT HAS BEEN CREATED BASED ON THE DATA PROVIDED BY
THE PERSONAL PROPERTY REGISTRATION BRANCH, MINISTRY OF CONSUMER
AND BUSINESS SERVICES, GOVERNMENT OF ONTARIO. NO LIABILITY IS
UNDERTAKEN REGARDING ITS CORRECTNESS, COMPLETENESS, OR THE
INTERPRETATION AND USE THAT ARE MADE OF IT.

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR
 CONDUCTED ON: ECO-BLOCK INTERNATIONAL, LLC
 FILE CURRENCY: November 24, 2013

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 1 ENQUIRY PAGE : 1 OF 3

SEARCH : BD : ECO-BLOCK INTERNATIONAL, LLC

00 FILE NUMBER : 664560603 EXPIRY DATE : 20SEP 2018 STATUS :
 01 CAUTION FILING : PAGE : 001 OF 2 MV SCHEDULE ATTACHED :
 REG NUM : 20100920 1706 1590 8782 REG TYP: P PPSA REG PERIOD: 3
 02 IND DOB : IND NAME:
 03 BUS NAME: ECO-BLOCK INTERNATIONAL, LLC
 OCN :
 04 ADDRESS : 800 DIVISION STREET
 CITY : COBOURG PROV: ON POSTAL CODE: K9A 5V2
 05 IND DOB : IND NAME:
 06 BUS NAME:
 OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

COMERICA BANK
 09 ADDRESS : 200 BAY STREET, ROYAL BANK PLAZA, SOUTH
 CITY : TORONTO PROV: ON POSTAL CODE: M5J 2J2
 CONS. MV DATE OF OR NO FIXED
 GOODS INVR. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10 X X X X X
 YEAR MAKE MODEL V.I.N.

11

12

GENERAL COLLATERAL DESCRIPTION

13

14

15

16 AGENT: MCMILLAN LLP [AS/AL/0098002]

17 ADDRESS : 181 BAY ST., STE. 4400, BROOKFIELD PLACE

CITY : TORONTO PROV: ON POSTAL CODE: M5J 2T3

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

494

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR
CONDUCTED ON: ECO-BLOCK INTERNATIONAL, LLC
FILE CURRENCY: November 24, 2013

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 1 ENQUIRY PAGE : 2 OF 3

SEARCH : BD : ECO-BLOCK INTERNATIONAL, LLC

00 FILE NUMBER : 664560603 EXPIRY DATE : 20SEP 2018 STATUS :
01 CAUTION FILING : PAGE : 002 OF 2 MV SCHEDULE ATTACHED :
REG NUM : 20100920 1706 1590 8782 REG TYP: REG PERIOD:
02 IND DOB : IND NAME:
03 BUS NAME:
OCN :
04 ADDRESS :
CITY : PROV: POSTAL CODE:
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS : TOWER, SUITE 2210
CITY : PROV: POSTAL CODE:
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10
YEAR MAKE MODEL V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13
14
15
16 AGENT:
17 ADDRESS :
CITY : PROV: POSTAL CODE:

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

495

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR
CONDUCTED ON: ECO-BLOCK INTERNATIONAL, LLC
FILE CURRENCY: November 24, 2013

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 1 OF 1 ENQUIRY PAGE : 3 OF 3

SEARCH : BD : ECO-BLOCK INTERNATIONAL, LLC
FILE NUMBER 664560603
PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 001 OF 1 MV SCHED: 20130613 1001 5064 8307
21 REFERENCE FILE NUMBER : 664560603
22 AMEND PAGE: NO PAGE: CHANGE: B RENEWAL REN YEARS: 05 CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: ECO-BLOCK INTERNATIONAL, LLC

25 OTHER CHANGE:
26 REASON:
27 /DESCR:
28 :

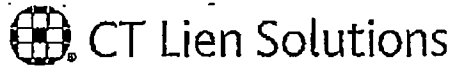
02/05 IND/TRANSFEE:
03/06 BUS NAME/TRFEE:
OCN:
04/07 ADDRESS:
CITY: PROV: POSTAL CODE:

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :
CONS. MV DATE OF NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE
10
11
12
13
14
15
16 NAME : SECUREFACT TRANSACTION SERVICES, INC.
17 ADDRESS : 300-350 BAY STREET
CITY : TORONTO PROV : ON POSTAL CODE : M5H 2S6
LAST SCREEN

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***



a Wolters Kluwer Business

Search Results

LORI STUHLMAN
NRAI Corporate Services - Mountain
Pacific
1675 BROADWAY, SUITE 1200
Denver CO 80202

Target Name: Eco-Block International, LLC

Jurisdiction: GA, Superior Court Clerks Cooperative Authority
Search Type: State Lien Search (All available liens)

UCC Lien: Searched: 5 Years Searched Through: 11/06/2013
Results: See Attached Listing of Records Found with 4
Copies Attached

Note: Please see attached name variation page.

Disclaimers: --
Comments: --

This report contains information compiled from sources which CT Lien Solutions considers reliable, but does not control. Information provided is non-certified unless otherwise indicated. CT Lien Solutions in no way undertakes or assumes any part of the customer's business, legal or similar risks, and does not guarantee the accuracy, completion or timeliness of the information provided, and shall not be liable for any losses or injuries whatever resulting from any contingency beyond its control, or from negligence, regardless of the cause. The categorization of filings is provided for the convenience of the customer and is not to be construed as a legal opinion concerning the status of the filings.

Date: Nov. 25, 2013

Page: 1

CT Lien Solutions
UCC Search Report

The following represents a listing of the documentation you requested through a careful search of effective UCC filings recorded in the Office of the Secretary of State of GA, Superior Court Clerks Cooperative Authority, licensed from the State of an independent third party and maintained in a computerized form and available through our offices. Variations of the Name and Address of the search key may appear on this report as a result of the search findings and your individual request for the information.

This report reflects record effective through Nov. 06, 2013

Because we cannot independently verify the accuracy of the public information maintained by the responsible government agency or other sources of this data, we make no guaranties, representations, or warranties as to the accuracy or completeness of this report. We cannot and do not accept any liability for errors or omissions.

State of GA, Superior Court Clerks Cooperative Authority UCC Debtor Name Search results performed on the following

Search Key :

Name = Eco Block

- 1 038-2010-005450 Original filed on Sep. 29, 2010
- Orig DB ECO-BLOCK INTERNATIONAL, LLC
800 DIVISION STREET
COBOURG ON K9A5V2,
- SecPty COMERICA BANK
SUITE 2210, SOUTH TOWER, ROYAL
TORONTO ON M4W3E2,

[End of Report]

498

Date: Nov. 25, 2013

Page: 1

CT Lien Solutions
UCC Search Report

The following represents a listing of the documentation you requested through a careful search of effective UCC filings recorded in the Office of the Secretary of State of GA, Superior Court Clerks Cooperative Authority, licensed from the State of an independent third party and maintained in a computerized form and available through our offices. Variations of the Name and Address of the search key may appear on this report as a result of the search findings and your individual request for the information.

This report reflects record effective through Nov. 06,2013

Because we cannot independently verify the accuracy of the public information maintained by the responsible government agency or other sources of this data, we make no guaranties, representations, or warranties as to the accuracy or completeness of this report. We cannot and do not accept any liability for errors or omissions.

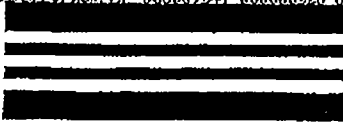
State of GA, Superior Court Clerks Cooperative Authority UCC Debtor Name Search results performed on the following

Search Key :

Name = Eco Block

No.	Name	Address	City/State	Zip
* 1	ECO-BLOCK INTERNATIONAL, LLC	800 DIVISION STREET	COBOURG ON K9A5V2,	--
2	ECO-BLOCK, LLC	11112 GRADER	DALLAS TX	75238
3	ECO-BLOCK, LLC	11112 GRADER	DALLAS TX	75238
4	ECO-BLOCK, LLC	3414 PEACHTREE RD	ATLANTA GA	30326
5	ECO-BLOCK, LLC	3414 PEACHTREE ROAD, #1600	ATLANTA GA	30326
6	ECO-BLOCK, LLC	--	--	--
7	ECO-BLOCK, LLC	--	--	--

[End of Report]



FILED & RECORDED
Wednesday, September 29, 2010 8:29:26 AM
File Number: 038-2010-005450
Cindy G. Brown
Coveta County Clerk of Superior Court

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

Property of the GSCCCA

A. NAME & PHONE OF CONTACT AT FILER (optional)
Corporation Service Company 1-800-858-5294

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

53098393 - 358060 - 9/28/2010

Corporation Service Company
801 Adlai Stevenson Drive
Springfield, IL 62703

Filed In: Georgia Central Index - Coweta County

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME ECO-BLOCK INTERNATIONAL, LLC

OR

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS 800 Division Street CITY Cobourg STATE ON POSTAL CODE K9A 5V2 COUNTRY CAN

1d. SEE INSTRUCTIONS ADD'L IN-O-RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION LLC 1f. JURISDICTION OF ORGANIZATION GA 1g. ORGANIZATIONAL ID #, if any 0525190 NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. SEE INSTRUCTIONS ADD'L IN-O-RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNOR of ASSIGNOR, SP) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME Comerica Bank

OR

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS Suite 2210, South Tower, Royal Bank Plaza, P.O. Box 61 CITY Toronto STATE ON POSTAL CODE M4W 3E2 COUNTRY CAN

4. This FINANCING STATEMENT covers the following collateral:
PLEASE SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AD. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (or recorded) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum if applicable. 7. Check to REQUEST SEARCH REPORT (S) on Debtor(S) (optional) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA ECO-BLOCK INTERNATIONAL, LLC (1634-1 - DCB) GA SOS 53098393



Property of the GSCCCA

DESCRIPTION OF COLLATERAL

All personal property of Debtor whether presently existing or hereafter created or acquired, and wherever located, including, but not limited to:

(a) all accounts (including health-care-insurance receivables), chattel paper (including tangible and electronic chattel paper), deposit accounts, documents (including negotiable documents), equipment (including all accessions and additions thereto), general intangibles (including payment intangibles and software), goods (including fixtures), instruments (including promissory notes), inventory (including all goods held for sale or lease or to be furnished under a contract of service, and including returns and repossessions), investment property (including securities and securities entitlements), letter of credit rights, money, and all of Debtor's books and records with respect to any of the foregoing, and the computers and equipment containing said books and records;

(b) all of the membership interests identified on Schedules 3.4(a) and 3.4(b) attached hereto (or any addendum thereto), all membership interests of the Persons identified as Issuers on Schedules 3.4(a) and 3.4(b) attached hereto (each an "Issuer"), and all securities convertible or exchangeable into, and all warrants, options, or other rights to purchase, the membership interests of Issuer; to the extent of Debtor's interest therein, all shares of, all securities convertible or exchangeable into, and all warrants, options, or other rights to purchase shares of stock of any Person in which Debtor acquires a direct equity interest, irrespective of whether such Person is or becomes a Subsidiary of Debtor; the certificates or instruments representing such additional shares, convertible or exchangeable securities, warrants, and other rights and all dividends, cash, options, warrants, rights, instruments, and other property or proceeds from time to time received, receivable, or otherwise distributed in respect of or in exchange for any or all of such shares (collectively, the "pledged interests");

(c) all common law and statutory copyrights and copyright registrations and applications for registration, now existing or hereafter arising, in the United States of America or in any foreign jurisdiction, obtained or to be obtained on or in connection with any of the foregoing, or any parts thereof or any underlying or component elements of any of the foregoing, together with the right to copyright and all rights to renew or extend such copyrights and the right (but not the obligation) of Secured Party to sue in its own name and/or in the name of the Debtor for past, present and future infringements of copyright;

(d) all trademarks, service marks, trade names and service names and the goodwill associated therewith, together with the right to trademark and all rights to renew or extend such trademarks and the right (but not the obligation) of Secured Party to sue in its own name and/or in the name of the Debtor for past, present and future infringements of trademark;

(e) all (i) patents and patent applications filed in the United States Patent and Trademark Office or any similar office of any foreign jurisdiction, and interests under patent license agreements, including, without limitation, the inventions and improvements described and claimed therein, (ii) licenses pertaining to any patent whether Debtor is licensor or licensee, (iii) income, royalties, damages, payments, accounts and accounts receivable now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (iv) right (but not the obligation) to sue in the name of Debtor and/or in the name of Secured Party for past, present and future infringements thereof, (v) rights corresponding thereto throughout the world in all jurisdictions in which such patents have been issued or applied for, and (vi) reissues, divisions, continuations, renewals, extensions and continuations-in-part with respect to any of the foregoing; and

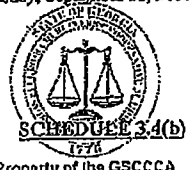
(f) any and all cash proceeds and/or noncash proceeds of any of the foregoing, including, without limitation, insurance proceeds, and all supporting obligations and the security therefor or for any right to payment. All terms above have the meanings given to them in the California Uniform Commercial Code, as amended or supplemented from time to time, including revised Division 9 of the Uniform Commercial Code-Secured Transactions, added by Stats. 1999, c.991 (S.B. 45), Section 35, operative July 1, 2001.



PLEGDED INTERESTS BY ARXX CORPORATION

<u>Issuer</u>	<u>Membership Interests</u>	<u>Debtor's Percentage Ownership</u>	<u>Jurisdiction of Incorporation / Organization</u>
ECB HOLDINGS, LLC	100%	100%	Delaware
APS HOLDINGS, LLC	100%	100%	Delaware
UNISAS HOLDINGS, LLC	100%	100%	Delaware

502



PLEGGED SHARES BY ECB HOLDINGS, LLC

<u>Issuer</u>	<u>Membership Interests</u>	<u>Debtor's Percentage Ownership</u>	<u>Jurisdiction of Incorporation/ Organization</u>
ECO-BLOCK INTERNATIONAL LLC	100%	100%	Georgia

SCHEDULE "A"
SECURITY

1. General Security Agreement dated September 24, 2010 executed by ARXX Building Products Inc. in favour of the Bank in respect of the Loan Agreement.

504

FORM 86
Notice of Intention to Enforce Security
(Rule 124)

To: ARXX Building Products Inc. ("**Debtor**"), an insolvent person

Take notice that:

1. Comerica Bank (the "**Bank**"), a secured creditor, intends to enforce its security on the Debtor's property described in Schedule "A" attached hereto.

2. The security that is to be enforced is in the form of the security listed in Schedule "B" attached hereto (the "**Security**").

3. The total amount of indebtedness secured by the Security as of November 27, 2013, is US\$3,577,231.18 together with additional accrued and unpaid interest and fees, costs, and expenses.

4. The Bank will not have the right to enforce the Security until after the expiry of the 10-day period after this notice is sent unless the Debtor consents to an earlier enforcement.

DATED at Vancouver, British Columbia, this 27th day of November, 2013.

COMERICA BANK, by its solicitors
McMillan LLP

Per:


Jennifer Cockbill

Jennifer Cockbill
Barrister and Solicitor
McMillan LLP
1500 - 1055 West Georgia Street
PO Box 11117
Vancouver, BC V6E 4N7
t 604.688.9111
f 604.685.7084

TAB U

505

This is Exhibit "U" referred to in the
affidavit of Michael Moore made before me
on this ____ day of December, 2013

SEE ATTACHED

A commissioner for taking affidavits
for

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SANTA CLARA

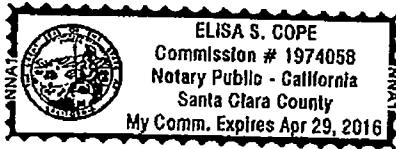
On DEC. 9, 2013 before me, ELISA S. COPE, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared MICHAEL MOORE
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Elisa S. Cope
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

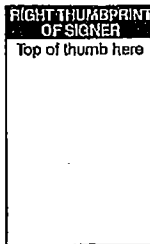
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

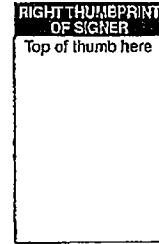
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____



Reply to the Attention of	Jennifer Cockbill
Direct Line	604.691.6842
Direct Fax	604.691.7351
Email Address	jennifer.cockbill@mcmillan.ca
Our File No.	223790
Date	November 27, 2013

DELIVERED BY EMAIL

ARXX Building Products Inc.
 c/o Davies Ward Phillips & Vineberg LLP
 155 Wellington Street West
 Toronto, ON M5V 3J7

Attention: Michael Hartnett, President and Chief Executive Officer

Dear Sirs/Mesdames:

Re: Loan to ARXX Building Products Inc. as borrower and ARXX Corporation, ARXX Building Products U.S.A. Inc., ECB Holdings, LLC, APS Holdings, LLC, UniSAS Holdings, LLC, and Eco-Block International, LLC, as guarantors

As you are aware, we are counsel for Comerica Bank (the "Bank") under the Loan Agreement (as defined below).

We refer to that certain loan agreement dated September 24, 2010, made among ARXX Building Products Inc., as borrower, (the "Borrower"), ARXX Corporation, ARXX Building Products U.S.A. Inc., ECB Holdings, LLC, APS Holdings, LLC, UniSAS Holdings, LLC, and Eco-Block International, LLC, as guarantors, and the Bank, as lender, as amended by a First Amendment to Loan Agreement dated September 15, 2011, as amended by a Second Amendment to Loan Agreement dated November 3, 2011, as amended by a Third Amendment to Loan Agreement dated February 9, 2012, as amended by a Fourth Amendment to Loan Agreement dated May 30, 2012, as amended by a Fifth Amendment to Loan Agreement dated October 17, 2012, as amended by a Sixth Amendment to Loan Agreement dated April 29, 2013, and as amended by a Seventh Amendment to Loan Agreement dated October 28, 2013 (as amended restated or modified from time to time, the "Loan Agreement"). Capitalized terms not defined herein shall have the meanings given to them in the Loan Agreement.

Certain Events of Default have occurred under the Loan Agreement and are continuing as a result of Borrower's failure to comply with the Minimum Liquidity Ratio requirements set forth in Section 6.7(b) of the Loan Agreement for the months ending May 31, 2013, June 30, 2013, July 31, 2013, August 31, 2013, September 30, 2013 and October 31, 2013.

November 27, 2013
Page 2

On behalf of the Bank, we hereby demand payment by the Borrower of its indebtedness and liabilities under the Loan Agreement and any additional amounts for which the Borrower may be liable from time to time.

In particular, we hereby demand payment of US\$2,535,564.42 on account of principal and interest outstanding under the Revolving Facility and US\$1,041,666.76 on account of principal and interest outstanding under the Term Facility as of November 27, 2013 which are due and payable in full, together with additional accrued and unpaid interest, fees, costs, expenses, and all other amounts payable under or in connection with the Loan Agreement. Interest will continue to accrue on the outstanding amounts in accordance with the Loan Agreement at the default interest rate.

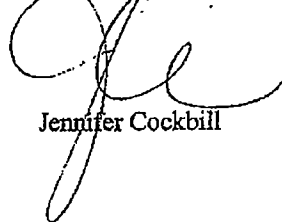
As security for the indebtedness and liabilities of the Borrower under the Loan Agreement, the Bank holds certain security including, without limitation, the security set out in Schedule "A" hereto ("Security"). On behalf of the Bank, we hereby declare that all of the obligations of the Borrower to the Bank pursuant to the Security are now immediately due and payable.

Please be advised that, if payment or arrangements satisfactory to the Bank for payment are not made forthwith, the Bank will take such further steps as it deems necessary to recover the outstanding obligations of the Borrower. Those steps may include the enforcement of the Security or the appointment of a receiver.

We enclose herewith a Notice of Intention to Enforce Security addressed to the Borrower and issued pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act* (the "Notice"). The Bank reserves its rights to proceed with the enforcement of the Security at any time prior to the time specified in the enclosed Notice in those circumstances where such earlier enforcement may be permitted by law.

Please govern yourselves accordingly.

Yours truly,



Jennifer Cockbill

JKC/lmf
Encls.

SCHEDULE "A"

DESCRIPTION OF COLLATERAL

- 1. All the Debtor's right, title and interest in and to all its presently owned or held and after acquired or held personal property, of whatever nature or kind (except the kinds set out in Section 1.4 and Section 2 in the General Security Agreement dated September 24, 2010 executed by the Debtor in favour of the Bank) and wheresoever situate, and all proceeds thereof and therefrom including, without limitation:
 - (a) all present and future equipment, including, without limiting the generality of the foregoing, machinery, tools, fixtures, tenant improvement, furniture, chattels, motor vehicles and other tangible personal property that is not Inventory, and all parts, components, attachments, accessories, Accessions, replacements, substitutions, additions and improvements to any of the foregoing (all of which is hereinafter collectively called the "Equipment");
 - (b) all present and future inventory, including, without limiting the generality of the foregoing, Goods acquired or held for sale or lease or furnished or to be furnished under contracts of rental or service, all raw materials, work in process, finished goods, returned goods, repossessed goods, and all packaging materials, supplies and containers relating to or used or consumed in connection with any of the foregoing (all of which is hereinafter collectively called the "Inventory");
 - (a) all debts, accounts, claims, demands, monies and choses in action which now are, or which may at any time hereafter be, due or owing to or owned by the Debtor and all books, records, documents, papers and electronically recorded data recording, evidencing or relating to the said debts, accounts, claims, demands, monies and choses in action or any part thereof (all of which is hereinafter collectively called the "Accounts");
 - (b) all Documents of Title, Chattel Paper, Instruments, Securities and Money, and all other Goods of the Debtor that are not Equipment, Inventory or Accounts;
 - (c) all Contracts, contractual rights, goodwill and all other choses in action of the Debtor of every kind which now are, or which may at any time hereafter be, due or owing to or owned by the Debtor, and all other Intangibles of the Debtor which is not Accounts, Chattel Paper, Instruments, Documents of Title, Securities or Money;
 - (d) all Intellectual Property;
 - (e) all of the Debtor's right, title and interest in and to any Investment Property, including all Securities, Securities Accounts, and all Security Entitlements carried in any Securities Account; and
- 2. All the Debtor's right, title and interest in and to all its presently owned or held and after acquired or held real, immovable and leasehold property and all interests therein, and all

easements, rights of way, privileges, benefits, licences, improvements and rights whether connected therewith or appurtenant thereto or separately owned or held, including all structures, plant and other fixtures (all which is hereinafter collectively called the "Real Property").

SCHEDULE "B"

SECURITY

1. General Security Agreement dated September 24, 2010 executed by ARXX Building Products Inc. in favour of the Bank in respect of the Loan Agreement

mcmillan

Reply to the Attention of	Jennifer Cockbill
Direct Line	604.691.6842
Direct Fax	604.691.7351
Email Address	jennifer.cockbill@mcmillan.ca
Our File No.	223790
Date	November 27, 2013

DELIVERED BY EMAIL

ARXX Corporation, ARXX Building Products U.S.A. Inc.,
ECB Holdings, LLC, APS Holdings, LLC, UniSAS Holdings, LLC,
and Eco-Block International, LLC
c/o Davies Ward Phillips & Vineberg LLP
155 Wellington Street West
Toronto, ON M5V 3J7

Attention: Michael Hartnett, President and Chief Executive Officer

Dear Sirs/Mesdames:

**Re: Loan to ARXX Building Products Inc. as borrower, and
ARXX Corporation, ARXX Building Products U.S.A.
Inc., ECB Holdings, LLC, APS Holdings, LLC, UniSAS
Holdings, LLC, and Eco-Block International, LLC, as
guarantors**

As you are aware, we are counsel for Comerica Bank (the "Bank") under the Loan Agreement (as defined below).

We refer to that certain loan agreement dated September 24, 2010, made among ARXX Building Products Inc., as borrower, (the "Borrower"), ARXX Corporation, ARXX Building Products U.S.A. Inc., ECB Holdings, LLC, APS Holdings, LLC, UniSAS Holdings, LLC, and Eco-Block International, LLC, as guarantors (collectively, the "Guarantors") and the Bank, as lender, as amended by a First Amendment to Loan Agreement dated September 15, 2011, as amended by a Second Amendment to Loan Agreement dated November 3, 2011, as amended by a Third Amendment to Loan Agreement dated February 9, 2012, as amended by a Fourth Amendment to Loan Agreement dated May 30, 2012, as amended by a Fifth Amendment to Loan Agreement dated October 17, 2012, as amended by a Sixth Amendment to Loan Agreement dated April 29, 2013, and as amended by a Seventh Amendment to Loan Agreement dated October 28, 2013 (as amended restated or modified from time to time, the "Loan Agreement"). Capitalized terms not defined herein shall have the meanings given to them in the Loan Agreement.

Pursuant to the Loan Agreement you have guaranteed the payment of Borrower's obligations under the Loan Agreement.

November 27, 2013
Page 2

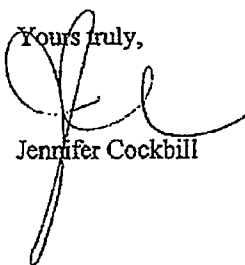
Enclosed is a copy of our demand letter dated November 27, 2013 issued to the Borrower demanding payment of its obligations to the Bank. As you will note from the enclosed letter, as of November 27, 2013, the Borrower is obligated to pay the Bank the amount of US\$2,535,564.42 on account of principal and interest outstanding under the Revolving Facility and US\$1,041,666.76 on account of principal and interest outstanding under the Term Facility, plus all additional accrued and unpaid interest, fees, costs, expenses and all other amounts payable under or in connection with the Loan Agreement. Accordingly, on behalf of the Bank, we hereby demand payment by you of such amounts and any additional amounts for which the Borrower may be liable from time to time, together with interest, pursuant to and subject to the terms of the Loan Agreement.

As security for the indebtedness and liabilities of the Guarantors under the Loan Agreement, the Bank holds certain security including, without limitation, the security set out in Schedule "A" hereto ("Security"). On behalf of the Bank, we hereby declare that all of the obligations of the Guarantors to the Bank pursuant to the Security are now immediately due and payable.

Please be advised that, if payment or arrangements satisfactory to the Bank for payment are not made forthwith, the Bank will take such further steps as it deems necessary to recover the outstanding obligations of the Borrower. Those steps may include the enforcement of the Security or the appointment of a receiver.

We enclose herewith a Notice of Intention to Enforce Security addressed to the Guarantors and issued pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act* (the "Notice"). The Bank reserves its rights to proceed with the enforcement of the Security at any time prior to the time specified in the enclosed Notice in those circumstances where such earlier enforcement may be permitted by law.

Please govern yourselves accordingly.

Yours truly,

Jennifer Cockbill

JLC/lmf
Encls.

SCHEDULE "A"
SECURITY

1. Canadian General Security Agreement dated September 24, 2010 executed by ECB Holdings, LLC in favour of the Bank in respect of the Loan Agreement;
2. US Security Agreement and Interest Pledge dated September 24, 2010 executed by ARXX Corporation, ARXX Building Products U.S.A. Inc., ECB Holdings, LLC, APS Holdings, LLC, UniSAS Holdings, LLC, and Eco-Block International, LLC in favour of the Bank in respect of the Loan Agreement;
3. Intellectual Property Security Agreement dated September 24, 2010 executed by ARXX Corporation in favour of the Bank in respect of the Loan Agreement;
4. Intellectual Property Security Agreement dated September 24, 2010 executed by ARXX Building Products U.S.A. Inc. in favour of the Bank in respect of the Loan Agreement;
5. Intellectual Property Security Agreement dated September 24, 2010 executed by ECB Holdings, LLC in favour of the Bank in respect of the Loan Agreement;
6. Intellectual Property Security Agreement dated September 24, 2010 executed by APS Holdings, LLC in favour of the Bank in respect of the Loan Agreement;
7. Intellectual Property Security Agreement dated September 24, 2010 executed by UniSAS Holdings, LLC in favour of the Bank in respect of the Loan Agreement; and
8. Intellectual Property Security Agreement dated September 24, 2010 executed by Eco-Block International, LLC in favour of the Bank in respect of the Loan Agreement.

FORM 86
Notice of Intention to Enforce Security
(Rule 124)

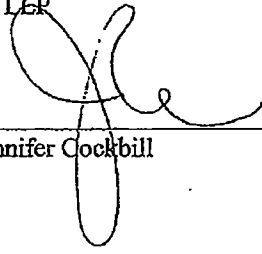
To: ARXX Corporation, ARXX Building Products U.S.A. Inc., ECB Holdings, LLC, APS Holdings, LLC, UniSAS Holdings, LLC, and Eco-Block International, LLC ("Debtors"), insolvent persons

Take notice that:

1. Comerica Bank (the "Bank"), a secured creditor, intends to enforce its security on the Debtors' property described in Schedule "A" attached hereto.
2. The security that is to be enforced is in the form of the security listed in Schedule "B" attached hereto (the "Security").
3. The total amount of indebtedness secured by the Security as of November 27, 2013, is US\$3,577,231.18 together with additional accrued and unpaid interest and fees, costs, and expenses.
4. The Bank will not have the right to enforce the Security until after the expiry of the 10-day period after this notice is sent unless the Debtors consent to an earlier enforcement.

DATED at Vancouver, British Columbia, this 27th day of November, 2013.

COMERICA BANK, by its solicitors
McMillan LLP

Per: 

Jennifer Cockbill

Jennifer Cockbill
Barrister and Solicitor
McMillan LLP
1500 - 1055 West Georgia Street
PO Box 11117
Vancouver, BC V6E 4N7
t 604.685.9111
f 604.685.7084

SCHEDULE "A"

Description of Collateral in Canadian General Security Agreement dated September 24, 2010 executed by ECB Holdings, LLC in favour of the Bank (the "Canadian GSA"):

1. All the Debtors' right, title and interest in and to all its presently owned or held and after acquired or held personal property, of whatever nature or kind (except the kinds set out in Section 1.4 and Section 2 in the Canadian GSA and wheresoever situate, and all proceeds thereof and therefrom including, without limitation:
 - (a) all present and future equipment, including, without limiting the generality of the foregoing, machinery, tools, fixtures, tenant improvement, furniture, chattels, motor vehicles and other tangible personal property that is not Inventory, and all parts, components, attachments, accessories, Accessions, replacements, substitutions, additions and improvements to any of the foregoing (all of which is hereinafter collectively called the "Equipment");
 - (b) all present and future inventory, including, without limiting the generality of the foregoing, Goods acquired or held for sale or lease or furnished or to be furnished under contracts of rental or service, all raw materials, work in process, finished goods, returned goods, repossessed goods, and all packaging materials, supplies and containers relating to or used or consumed in connection with any of the foregoing (all of which is hereinafter collectively called the "Inventory");
 - (a) all debts, accounts, claims, demands, monies and choses in action which now are, or which may at any time hereafter be, due or owing to or owned by the Debtor and all books, records, documents, papers and electronically recorded data recording, evidencing or relating to the said debts, accounts, claims, demands, monies and choses in action or any part thereof (all of which is hereinafter collectively called the "Accounts");
 - (b) all Documents of Title, Chattel Paper, Instruments, Securities and Money, and all other Goods of the Debtor that are not Equipment, Inventory or Accounts;
 - (c) all Contracts, contractual rights, goodwill and all other choses in action of the Debtor of every kind which now are, or which may at any time hereafter be, due or owing to or owned by the Debtor, and all other Intangibles of the Debtor which is not Accounts, Chattel Paper, Instruments, Documents of Title, Securities or Money;
 - (d) all Intellectual Property;
 - (e) all of the Debtor's right, title and interest in and to any Investment Property, including all Securities, Securities Accounts, and all Security Entitlements carried in any Securities Account; and
2. All the Debtor's right, title and interest in and to all its presently owned or held and after acquired or held real, immovable and leasehold property and all interests therein, and all

easements, rights of way, privileges, benefits, licences, improvements and rights whether connected therewith or appurtenant thereto or separately owned or held, including all structures, plant and other fixtures.

Description of Collateral in US Security Agreement and Interest Pledge dated September 24, 2010 executed by the Debtors (the "US Security Agreement"):

3. All personal property of Debtors whether presently existing or hereafter created or acquired, and wherever located, including, but not limited to:
 - (a) all accounts (including health-care-insurance receivables), chattel paper (including tangible and electronic chattel paper), deposit accounts, documents (including negotiable documents), equipment (including all accessions and additions thereto), general intangibles (including payment intangibles and software), goods (including fixtures), instruments (including promissory notes), inventory (including all goods held for sale or lease or to be furnished under a contract of service, and including returns and repossessions), investment property (including securities and securities entitlements), letter of credit rights, money, and all of Debtors' books and records with respect to any of the foregoing, and the computers and equipment containing said books and records;
 - (b) all of the membership interests identified on Schedules 3.4(a) and 3.4(b) in the US Security Agreement (or any addendum thereto), all membership interests of the Persons identified as Issuers on Schedules 3.4(a) and 3.4(b) in the US Security Agreement (each an "Issuer"), and all securities convertible or exchangeable into, and all warrants, options, or other rights to purchase, the membership interests of Issuer; to the extent of each Debtors' interest therein, all shares of, all securities convertible or exchangeable into, and all warrants, options, or other rights to purchase shares of stock of any Person in which a Debtors acquire a direct equity interest, irrespective of whether such Person is or becomes a Subsidiary of the Debtors; the certificates or instruments representing such additional shares, convertible or exchangeable securities, warrants, and other rights and all dividends, cash, options, warrants, rights, instruments, and other property or proceeds from time to time received, receivable, or otherwise distributed in respect of or in exchange for any or all of such shares (collectively, the "Pledged Interests");
 - (c) all common law and statutory- copyrights and copyright registrations and applications for registration, now existing or hereafter arising, in the United States of America or in any foreign jurisdiction, obtained or to be obtained on or in connection with any of the foregoing, or any parts thereof or any underlying or component elements of any of the foregoing, together with the right to copyright and all rights to renew or extend such copyrights and the right (but not the obligation) of Bank (herein referred to as "Bank" or "Secured Party") to sue in its own name and/or in the name of the Debtors for past, present and future infringements of copyright;
 - (d) all trademarks, service marks, trade names and service names and the goodwill associated therewith, together with the right to trademark and all rights to renew

or extend such trademarks and the right (but not the obligation) of Secured Party to sue in its own name and/or in the name of the Debtors for past, present and future infringements of trademark;

- (e) all (i) patents and patent applications filed in the United States Patent and Trademark Office or any similar office of any foreign jurisdiction, and interests under patent license agreements, including, without limitation, the inventions and improvements described and claimed therein, (ii) licenses pertaining to any patent whether Debtors are licensor or licensee, (iii) income, royalties, damages, payments, accounts and accounts receivable now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (iv) right (but not the obligation) to sue in the name of Debtors and/or in the name of Secured Party for past, present and future infringements thereof, (v) rights corresponding thereto throughout the world in all jurisdictions in which such patents have been issued or applied for, and (vi) reissues, divisions, continuations, renewals, extensions and continuations-in-part with respect to any of the foregoing; and
- (f) any and all cash proceeds and/or noncash proceeds of any of the foregoing, including, without limitation, insurance proceeds, and all supporting obligations and the security thereof or for any right to payment. All terms above have the meanings given to them in the California Uniform Commercial Code, as amended or supplemented from time to time, including revised Division 9 of the Uniform Commercial Code-Secured Transactions, added by Stats. 1999, c.991 (S.B. 45), Section 35, operative July 1, 2001.

Description of Collateral in Intellectual Property Security Agreements dated September 24, 2010 granted by the Debtors in favour of the Bank:

- 4. All of the Debtors' entire right, title and interest in, to and under the following (all of which shall collectively be called the "Collateral"):
 - (a) Any and all copyrights, domestic and foreign (whether registered or unregistered), now owned or existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including without limitation all registrations, recordings and applications in the Canadian Copyright Office or United States Copyright office or in any similar office in any other country, and all reissues, extensions or renewals thereof and those set forth on Exhibit A attached hereto (collectively, the "Copyrights");
 - (b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
 - (c) Any and all design rights which may be available to the Debtors now or hereafter existing, created, acquired or held;
 - (d) Any and all patents, patent applications and intellectual or industrial property underlying such patents or patent applications, including, without limitation,

improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit "B" in the Intellectual Property Security Agreements defined in Schedule "B" hereto (collectively, the "Patents");

- (e) Any and all trademarks and trade names, registered and unregistered of the Debtors or predecessor of the Debtors including, without limitation those set forth on Exhibit "C" in the Intellectual Property Security Agreements defined in Schedule "B" hereto, including without limitation (collectively, the "Trademarks"):
- (i) all designs, logos, indicia, trade names, corporate names, company names, business names, trade styles, service marks, logos and other source or business identifiers;
 - (ii) all fictitious characters;
 - (iii) all prints and labels on which any of the foregoing have appeared or appear or shall appear;
 - (iv) all registrations and applications that have been or shall be made or filed in the Canadian Intellectual Property Office or United State Patent and Trademark Office or any similar office in any other country or political subdivision thereof and all records thereof and all reissues, extensions or renewals thereof;
 - (v) all goodwill associated with or symbolized by any of the foregoing; and
 - (vi) all common law and other rights in the above;
- (f) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
- (g) Any and all licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- (h) Any and all amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and
- (i) Any and all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

SCHEDULE "B"**SECURITY**

1. General Security Agreement dated September 24, 2010 executed by ECB Holdings, LLC in favour of the Bank in respect of the Loan Agreement;
2. US Security Agreement and Interest Pledge dated September 24, 2010 executed by the Debtors in respect of the Loan Agreement;
3. Intellectual Property Security Agreement dated September 24, 2010 executed by ARXX Corporation in favour of the Bank in respect of the Loan Agreement;
4. Intellectual Property Security Agreement dated September 24, 2010 executed by ARXX Building Products U.S.A. Inc. in favour of the Bank in respect of the Loan Agreement;
5. Intellectual Property Security Agreement dated September 24, 2010 executed by ECB Holdings, LLC in favour of the Bank in respect of the Loan Agreement;
6. Intellectual Property Security Agreement dated September 24, 2010 executed by APS Holdings, LLC in favour of the Bank in respect of the Loan Agreement;
7. Intellectual Property Security Agreement dated September 24, 2010 executed by UniSAS Holdings, LLC in favour of the Bank in respect of the Loan Agreement; and
8. Intellectual Property Security Agreement dated September 24, 2010 executed by Eco-Block International, LLC in favour of the Bank in respect of the Loan Agreement.

mcmillan

Reply to the Attention of	Jennifer Cockbill
Direct Line	604.691.6842
Direct Fax	604.691.7351
Email Address	jennifer.cockbill@mcmillan.ca
Our File No.	223790
Date	November 27, 2013

DELIVERED BY EMAIL

ARXX Building Products Inc.
c/o Davies Ward Phillips & Vineberg LLP
155 Wellington Street West
Toronto, ON M5V 3J7

Attention: Michael Hartnett, President and Chief Executive Officer

Dear Sirs/Mesdames:

Re: Loan to ARXX Building Products Inc. as borrower and ARXX Corporation, ARXX Building Products U.S.A. Inc., ECB Holdings, LLC, APS Holdings, LLC, UniSAS Holdings, LLC, and Eco-Block International, LLC, as guarantors

As you are aware, we are counsel for Comerica Bank (the "Bank") under the Loan Agreement (as defined below).

We refer to that certain loan agreement dated September 24, 2010, made among ARXX Building Products Inc., as borrower, (the "Borrower"), ARXX Corporation, ARXX Building Products U.S.A. Inc., ECB Holdings, LLC, APS Holdings, LLC, UniSAS Holdings, LLC, and Eco-Block International, LLC, as guarantors, and the Bank, as lender, as amended by a First Amendment to Loan Agreement dated September 15, 2011, as amended by a Second Amendment to Loan Agreement dated November 3, 2011, as amended by a Third Amendment to Loan Agreement dated February 9, 2012, as amended by a Fourth Amendment to Loan Agreement dated May 30, 2012, as amended by a Fifth Amendment to Loan Agreement dated October 17, 2012, as amended by a Sixth Amendment to Loan Agreement dated April 29, 2013, and as amended by a Seventh Amendment to Loan Agreement dated October 28, 2013 (as amended restated or modified from time to time, the "Loan Agreement"). Capitalized terms not defined herein shall have the meanings given to them in the Loan Agreement.

Certain Events of Default have occurred under the Loan Agreement and are continuing as a result of Borrower's failure to comply with the Minimum Liquidity Ratio requirements set forth in Section 6.7(b) of the Loan Agreement for the months ending May 31, 2013, June 30, 2013, July 31, 2013, August 31, 2013, September 30, 2013 and October 31, 2013.

November 27, 2013

Page 2

On behalf of the Bank, we hereby demand payment by the Borrower of its indebtedness and liabilities under the Loan Agreement and any additional amounts for which the Borrower may be liable from time to time.

In particular, we hereby demand payment of US\$2,535,564.42 on account of principal and interest outstanding under the Revolving Facility and US\$1,041,666.76 on account of principal and interest outstanding under the Term Facility as of November 27, 2013 which are due and payable in full, together with additional accrued and unpaid interest, fees, costs, expenses, and all other amounts payable under or in connection with the Loan Agreement. Interest will continue to accrue on the outstanding amounts in accordance with the Loan Agreement at the default interest rate.

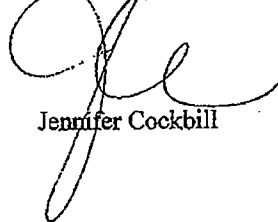
As security for the indebtedness and liabilities of the Borrower under the Loan Agreement, the Bank holds certain security including, without limitation, the security set out in Schedule "A" hereto ("**Security**"). On behalf of the Bank, we hereby declare that all of the obligations of the Borrower to the Bank pursuant to the Security are now immediately due and payable.

Please be advised that, if payment or arrangements satisfactory to the Bank for payment are not made forthwith, the Bank will take such further steps as it deems necessary to recover the outstanding obligations of the Borrower. Those steps may include the enforcement of the Security or the appointment of a receiver.

We enclose herewith a Notice of Intention to Enforce Security addressed to the Borrower and issued pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act* (the "**Notice**"). The Bank reserves its rights to proceed with the enforcement of the Security at any time prior to the time specified in the enclosed Notice in those circumstances where such earlier enforcement may be permitted by law.

Please govern yourselves accordingly.

Yours truly,



Jennifer Cockbill

JKC/lmf
Encls.

SCHEDULE "A"
SECURITY

1. General Security Agreement dated September 24, 2010 executed by ARXX Building Products Inc. in favour of the Bank in respect of the Loan Agreement.

524

FORM 86
Notice of Intention to Enforce Security
(Rule 124)

To: ARXX Building Products Inc. ("Debtor"), an insolvent person

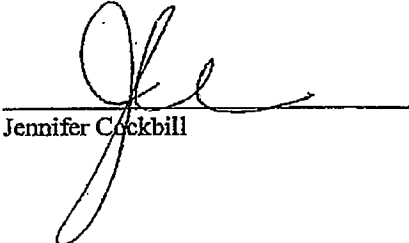
Take notice that:

1. Comerica Bank (the "Bank"), a secured creditor, intends to enforce its security on the Debtor's property described in Schedule "A" attached hereto.
2. The security that is to be enforced is in the form of the security listed in Schedule "B" attached hereto (the "Security").
3. The total amount of indebtedness secured by the Security as of November 27, 2013, is US\$3,577,231.18 together with additional accrued and unpaid interest and fees, costs, and expenses.
4. The Bank will not have the right to enforce the Security until after the expiry of the 10-day period after this notice is sent unless the Debtor consents to an earlier enforcement.

DATED at Vancouver, British Columbia, this 27th day of November, 2013.

COMERICA BANK, by its solicitors
McMillan LLP

Per:


Jennifer Cockbill

Jennifer Cockbill
Barrister and Solicitor
McMillan LLP
1500 - 1055 West Georgia Street
PO Box 11117
Vancouver, BC V6E 4N7
t 604.689.9111
f 604.685.7084

SCHEDULE "A"

DESCRIPTION OF COLLATERAL

- 1. All the Debtor's right, title and interest in and to all its presently owned or held and after acquired or held personal property, of whatever nature or kind (except the kinds set out in Section 1.4 and Section 2 in the General Security Agreement dated September 24, 2010 executed by the Debtor in favour of the Bank) and wheresoever situate, and all proceeds thereof and therefrom including, without limitation:
 - (a) all present and future equipment, including, without limiting the generality of the foregoing, machinery, tools, fixtures, tenant improvement, furniture, chattels, motor vehicles and other tangible personal property that is not Inventory, and all parts, components, attachments, accessories, Accessions, replacements, substitutions, additions and improvements to any of the foregoing (all of which is hereinafter collectively called the "Equipment");
 - (b) all present and future inventory, including, without limiting the generality of the foregoing, Goods acquired or held for sale or lease or furnished or to be furnished raider contracts of rental or service, all raw materials, work in process, finished goods, returned goods, repossessed goods, and all packaging materials, supplies and containers relating to or used or consumed in connection with any of the foregoing (all of which is hereinafter collectively called the "Inventory");
 - (a) all debts, accounts, claims, demands, monies and choses in action which now are, or which may at any time hereafter be, due or owing to or owned by the Debtor and all books, records, documents, papers and electronically recorded data recording, evidencing or relating to the said debts, accounts, claims, demands, monies and choses in action or any part thereof (all of which is hereinafter collectively called the "Accounts");
 - (b) all Documents of Title, Chattel Paper, Instruments, Securities and Money, and all other Goods of the Debtor that are not Equipment, Inventory or Accounts;
 - (c) all Contracts, contractual rights, goodwill and all other choses in action of the Debtor of every kind which now are, or which may at any time hereafter be, due or owing to or owned by the Debtor, and all other Intangibles of the Debtor which is not Accounts, Chattel Paper, Instruments, Documents of Title, Securities or Money;
 - (d) all Intellectual Property;
 - (e) all of the Debtor's right, title and interest in and to any Investment Property, including all Securities, Securities Accounts, and all Security Entitlements carried in any Securities Account; and
- 2. All the Debtor's right, title and interest in and to all its presently owned or held and after acquired or held real, immovable and leasehold property and all interests therein, and all

easements, rights of way, privileges, benefits, licences, improvements and rights whether connected therewith or appurtenant thereto or separately owned or held, including all structures, plant and other fixtures (all which is hereinafter collectively called the "Real Property").

SCHEDULE "B"

SECURITY

1. General Security Agreement dated September 24, 2010 executed by ARXX Building Products Inc. in favour of the Bank in respect of the Loan Agreement

TAB V

This is Exhibit "V" referred to in the
affidavit of Michael Moore made before me
on this _____ day of December, 2013

SEE ATTACHE

A commissioner for taking affidavits
for

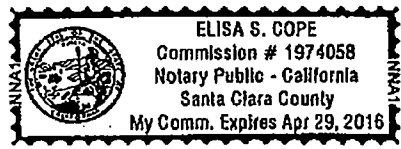
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
 County of SANTA CLARA }
 On DEC. 9, 2013 before me, ELISA S. COPE, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
 personally appeared MICHAEL MOORE
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature *Elisa S. Cope*
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____
 Signer Is Representing: _____



Signer's Name: _____
 Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____
 Signer Is Representing: _____



Court File No. CV-13-10353-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

BETWEEN:

COMERICA BANK

Applicant

- and -

**ARXX BUILDING PRODUCTS INC.
ARXX CORPORATION
ARXX BUILDING PRODUCTS U.S.A. INC.
ECB HOLDINGS, LLC
APS HOLDINGS, LLC
UNISAS HOLDINGS, LLC
ECO-BLOCK INTERNATIONAL, LLC**

Respondents

**APPLICATION UNDER SECTION 243 OF THE *BANKRUPTCY
AND INSOLVENCY ACT* AND SECTION 101 OF THE
COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43, as amended**

DUFF & PHELPS CANADA RESTRUCTURING INC., hereby consents to act as Receiver of ARXX Building Products Inc., ARXX Corporation, ARXX Building Products U.S.A. Inc., ECB Holdings, LLC, APS Holdings, LLC, UNISAS Holdings, LLC and Eco-Block International, LLC.

Duff & Phelps Canada Restructuring Inc.

December 6, 2013

Per: 

David Sieradzki
Managing Director

COMERICA BANK
Applicant

and
ARXX BUILDING PRODUCTS INC. et al.
Respondents

Court File No: CV-13-10353-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE -
COMMERCIAL LIST**

Proceeding commenced at Toronto

**APPLICATION RECORD
(RETURNABLE ON December 9, 2013)
(VOLUME 2 – TAB K – TAB V)**

McMILLAN LLP
Brookfield Place
181 Bay Street, Suite 4400
Toronto, ON, M5J 2T3

Brett Harrison LS#: 44336A
Tel: (416) 865-7932
Fax: (416) 865-7048

Lawyers for the Applicant