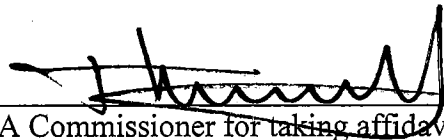


THIS IS EXHIBIT "O" TO THE
AFFIDAVIT OF GARY IVANY
SWORN THIS 23RD DAY OF NOVEMBER, 2018.

A handwritten signature in black ink, appearing to be "J. H. ...", written over a horizontal line.

A Commissioner for taking affidavits

DEBENTURE

PRINCIPAL SUM: \$100,000,000

DATE: June 3^o, 2017

1. Promise to Pay

DME GENERAL PARTNER INC., as general partner of, and on behalf of, DME Limited Partnership, a limited partnership existing under the laws of the Province of Prince Edward Island (the "**Borrower**"), for value received, acknowledges itself indebted and hereby promises to pay to or to the order of ROYAL BANK OF CANADA, as agent (the "**Agent**"), its successors and assigns, for the benefit of the financial institutions which are or hereafter become lenders from time to time (collectively, the "**Lenders**") under a credit agreement made on November 17, 2015 between the Borrower, the Lenders, as lenders, the Agent, as Agent, (such agreement, as the same may be amended, restated, modified, replaced or superseded from time to time, the "**Credit Agreement**") from time to time at the principal office of the Agent in Toronto, Ontario or at such other place as the Agent may designate by notice in writing to the Borrower at any time and from time to time, ON DEMAND the principal amount of ONE HUNDRED MILLION ----- (\$100,000,000) DOLLARS in lawful money of Canada or such lesser principal sum as is from time to time owing by the Borrower to the Lenders under the Credit Agreement and to pay interest thereon, from and including the date hereof (or from and including the last interest payment date to which interest shall have been paid) to and including the date of payment, at a rate of 25% *per annum* or such lesser rate as is prescribed by the Credit Agreement, such interest to accrue on a daily basis and shall be calculated and payable in the manner prescribed by the Credit Agreement, not in advance, as well after as before demand and as well after as before default or judgment with interest on overdue interest at the same rate and all other amounts secured hereby.

This Debenture secures the performance of all Obligations (as such term is defined in the Credit Agreement, the "**Obligations Secured**").

2. Defined Terms

All capitalized terms used in this Debenture shall have the respective meanings ascribed to them in the Credit Agreement, unless such terms are defined herein or the subject matter or the context otherwise requires.

3. Holding As Agent

This Debenture and all rights and remedies on the part of the Agent contained herein are held by the Agent for its own behalf and on behalf of and for the benefit of the Lenders as security for the payment and performance by the Borrower of the Obligations Secured.

4. Security

As general and continuing security for the due and punctual payment and performance of the Obligations Secured, the Borrower:

- (a) hereby mortgages and charges and creates a security interest in, as and by way of a fixed and specific mortgage, pledge, charge, lease and/or assignment to and in favour of the Agent, for its own behalf and as agent for and on behalf of the Lenders, of all of the Borrower's right, title, estate and interest, both present and future, in and to:
 - (i) the lands and premises described in Schedule A attached hereto (the "**Property**") and all rights and interests therein, now or hereafter acquired by the Borrower including, without limitation, all licences, easements, rights-of-way, privileges, benefits, rights and options appertaining or appurtenant thereto, together with all buildings, erections, structures and improvements now or hereafter constructed or placed in, under or upon the Property including, without

limitation, in respect of each such right or interest, any greater or other right, title and interest therein or in any part thereof which the Borrower may acquire and hold during the currency of this Debenture;

- (ii) all fixed machinery, plant, equipment, apparatus and fittings and other fixtures including those located on, or used in connection with, the Property and all of the personal property, assets, undertaking, rights and entitlements of every nature and kind now or at any time and from time to time hereafter existing and owned by the Borrower including, without limitation, all property of the nature described below:
- (A) **Accounts:** all of the Borrower's present and future debts, accounts, receivables, intangibles, claims, contract rights, demands, rents, monies, choses in action, trade accounts, book debts and insurance claims which now are or which may at any time hereafter be due or owing to or owned by the Borrower or in which the Borrower now or hereafter has any other interest, and also all securities, bills, notes and other documents now held or owned or which may be hereafter taken, held or owned by the Borrower or anyone on behalf of the Borrower in respect of the said debts, accounts, claims, rents, monies and choses in action or any part thereof and all other rights and benefits in respect thereof;
 - (B) **Chattel Paper:** all chattel paper in which the Borrower now or hereafter has an interest, and any part thereof;
 - (C) **Documents of Title:** all documents of title, whether negotiable or non-negotiable, including, without limitation, all warehouse receipts and bills of lading, in which the Borrower now or hereafter has an interest, and any part thereof;
 - (D) **Equipment:** all equipment and goods in which the Borrower now or hereafter has an interest other than inventory or consumer goods (as such term is defined in the *Personal Property Security Act (Prince Edward Island)* (the "PPSA")) and any part thereof, including, without limitation, all tools, apparatus, fixtures, plant, machinery, furniture, materials, supplies, vehicles, accessories and appliances now or hereafter owned or acquired by or on behalf of the Borrower and every interest therein which the Borrower now has or hereafter acquires, wherever situate;
 - (E) **Inventory:** all inventory in which the Borrower now or hereafter has an interest, and any part thereof;
 - (F) **Money:** all money, rent, revenues, income, rights, powers, privileges, benefits and amenities in which the Borrower now or hereafter has an interest, and any part thereof;
 - (G) **Instruments:** all letters of credit, advices of credit and all other instruments in which the Borrower now or hereafter has an interest, and any part thereof;
 - (H) **Intangibles:** all intangible property of whatever kind in which the Borrower now or hereafter has an interest, including, without limitation, all of the Borrower's choses in action, contractual rights, agreements, licences, permits, goodwill, patents, trade marks, trade names, industrial

designs, copyrights and other industrial or intellectual property;

- (I) **Securities:** all shares, limited partnership units, stock, warrants, bonds, debentures, debenture stock and other securities in which the Borrower now or hereafter has an interest, and any part thereof;
 - (J) **Substitutions:** with respect to the property described in paragraphs (A) through (I) above, or any part thereof, all substitutions and replacements thereof, increases, additions and accessories thereto and any interest of the Borrower therein; and
 - (K) **Proceeds:** all proceeds and personal property in any form derived directly or indirectly from any dealing with the property described in paragraphs (A) through (J) above or any part thereof, and any payment that indemnifies or compensates for such property lost, damaged or destroyed, and proceeds of proceeds and any part thereof; and
- (b) unconditionally and irrevocably assigns, transfers and sets over as and by way of a general assignment to and in favour of the Agent, for its own behalf and as agent for and on behalf of the Lenders, of all of the Borrower's right, title, estate and interest, both present and future, in and to, under and in respect of:
- (i) any and all existing or future leases, agreements to lease or other occupancy or tenancy agreements relating to the whole or any part or parts of any owned or leased real property, including the Property, and all existing or future licenses or concessions whereby any person is given the right (other than an easement or a right in the nature of an easement) to use or occupy the whole or any part or parts of any owned or leased real property, including the Property, and all extensions, amendments, renewals or substitutions thereof or therefor which may hereafter be effected or entered into (each, a "Lease" and collectively, the "Leases"), and all benefits, powers and advantages of the Borrower to be derived therefrom and all covenants, obligations and agreements of the subtenants thereunder or in any agreement collateral thereto, including, without limitation, the benefit of any right, option or obligation of any subtenant or other person to acquire any owned or leased real property, including the Property, or interest therein, to renew or extend any Lease, to lease other space and any other collateral advantage or benefit to be derived from the Leases or any of them;
 - (ii) all rents, revenues, income, proceeds, profits and other moneys now due and payable or hereafter to become due and payable under the Leases, and each guarantee of or indemnity in respect of the obligations of the subtenants thereunder with full power to demand, sue for recovery, receive and give receipts for all such rents and other moneys and otherwise to enforce the rights of the Borrower thereto in the name of the Borrower; all present and future intangibles arising from or out of any owned or leased real property, including the Property, or any part or parts thereof and the property and assets referred to in Section 4(a)(ii) above including, without limiting the generality of the foregoing, all of its rights, title and interest in all present and future book debts, accounts and other accounts receivable, contract rights and choses in action; any and all existing or future agreements, contracts, licenses, permits, plans and specifications, bonds, letters of credit, letters of guarantee or other documents or instruments affecting or relating to any owned or leased real property, including the Property, or any part or parts

thereof and all extensions, amendments, renewals or substitutions thereof or therefor which may hereafter be effected or entered into and all benefit, power and advantage of the Borrower to be derived therefrom;

- (v) any and all existing or future agreements of purchase and sale, options to purchase and mortgage, loan or other financing commitments affecting any owned or leased real property, including the Property, or any part or parts thereof and all proceeds and other moneys now due and payable or hereafter to become due and payable thereunder and all benefit, power and advantage of the Borrower to be derived therefrom; and
- (vi) any and all existing or future insurance policies pertaining to the Secured Property (as hereinafter defined) and the proceeds therefrom and all proceeds of expropriation or similar taking of any owned or leased real property, including the Property, or any part or parts thereof and all benefit, power and advantage of the Borrower to be derived therefrom,

provided that the said mortgages and charges shall not extend or apply to: (i) any personal property which is consumer goods (as such term is defined in the PPSA); or (ii) the last day of the term of the Lease, any Lease or any agreement therefor now held or hereafter acquired by the Borrower, as lessee, but should such mortgages and charges become enforceable the Borrower shall thereafter stand possessed of such last day and shall hold it in trust for the Agent for the purpose of this Debenture and assign and dispose thereof as the Agent shall, for such purpose, direct. Upon any sale of such leasehold interest or any part thereof, the Agent for the purpose of vesting the aforesaid one day residue of such term or renewal thereof in any purchaser or purchasers thereof, shall be entitled by deed or writing to appoint such purchaser or purchasers or any other person or persons a new trustee or trustees of the aforesaid residue of any such term or renewal thereof in the place of the Borrower and to vest the same accordingly in the new trustee or trustees so appointed free and discharged from any obligation respecting the same. The terms "account", "chattel paper", "documents of title", "equipment", "goods", "instrument", "intangible", "inventory", "money" and "proceeds" shall have the meanings ascribed to such terms in the PPSA.

Notwithstanding the foregoing or anything else contained herein or elsewhere, if any agreement which is to be assigned pursuant to Section 4 hereof (a "Material Agreement") is not assignable to the Agent (because the same is not assignable without the consent of the other party or parties thereto and such consent has not been obtained as of the date hereof or because the remedies for the enforcement of the Material Agreement would not, as a matter of law, pass to the Agent as an incidence of the transfers and assignments made pursuant to this Debenture), to the extent permitted by applicable law, the Borrower's beneficial interest in such Material Agreement shall be held in trust for the Agent by the Borrower and the said beneficial interest and all benefits derived under such Material Agreement shall be for the account of the Agent (provided that doing so does not give rise to any breach, default, penalty, acceleration or right of termination under such Material Agreement) subject to the terms of this Debenture and in particular Section 7 hereof. Upon this Debenture becoming enforceable, in order that the full value of the beneficial interest in every Material Agreement not assigned to the Agent pursuant to this Debenture but held in trust for the Agent as aforesaid may be realized by the Agent the Borrower shall, at the request and expense and under the direction of the Agent, in the name of the Borrower, take all such action and do or cause to be done all such things as are desirable in order that the obligations of the Borrower under such Material Agreement may be performed in such manner that the beneficial interest in such Material Agreement shall be preserved and shall enure to the benefit of the Agent or as the Agent may direct in writing and the collection of any monies due and payable and to become due and payable shall be facilitated and the Borrower shall promptly pay over to the Agent or as it may direct in writing all monies collected by or paid to the Borrower in respect of the beneficial interest in every such Material Agreement. For clarity, and notwithstanding the foregoing or anything else contained herein or elsewhere, the mortgages and charges shall not extend to any leased real property that is subject to anti-assignment restrictions (and for which appropriate landlord consents to leasehold mortgages

have not been obtained), and the obligation to obtain such consents (if any) shall be set forth in Section 10.01(14) of the Credit Agreement.

All the undertaking, property and assets granted, assigned, transferred, mortgaged and charged pursuant to Section 4(a) being hereinafter collectively referred to as the "**Mortgaged Property**"; all the undertaking, property and assets assigned, transferred and set over pursuant to Section 4(b) being hereinafter collectively referred to as the "**Assigned Property**"; and the Mortgaged Property and Assigned Property being hereinafter collectively referred to as the "**Secured Property**". The said mortgages, charges, assignments and security interests on the property and assets of the Borrower shall extend to and include any property (including money) in any form derived directly or indirectly from any dealing with the said property and assets or that indemnifies or compensates for property or assets or proceeds therefrom that are destroyed or damaged.

TO HAVE AND TO HOLD the Secured Property and all rights hereby conferred unto the Agent, its successors and assigns forever, for the uses and purposes and with the powers and authorities and subject to the terms and conditions herein set forth.

5. **Registration**

The Agent shall have the right at any time and without notice to cause this Debenture or notice thereof to be registered or filed in any place or office where the Lenders or their counsel deem advisable or necessary.

6. **Enforceability**

The security hereby constituted shall only be enforceable upon demand being made upon the Borrower hereunder by the Agent following the occurrence of an Event of Default which is continuing.

7. **Performance Until Demand**

Subject to the terms of the Credit Agreement, until demand has been made upon the Borrower hereunder by the Agent, the Borrower shall be entitled to deal with the Secured Property and enforce all of the benefits, advantages and powers thereunder as if this Debenture had not been made. Upon demand being made hereunder, the Agent may, but shall not be obligated to, exercise all rights, powers, authority and discretions of the Borrower in respect of the Secured Property in its place and stead.

8. **Remedies**

Whenever the security hereby constituted becomes enforceable and so long as it remains enforceable, the Agent may, in addition to any other rights it may have, without further notice or presentment to the Borrower or any other action whatsoever (all of which are hereby waived by the Borrower) except as required by law, realize upon the security constituted hereby and enforce its rights in the following manner:

- (a) immediately enter upon and take possession of, disable or remove all of the Secured Property or any part or parts thereof with power, among other things, to exclude the Borrower, to preserve and maintain the Secured Property and make additions and replacements thereto, to receive rents, income and profits of all kinds and pay therefrom all reasonable expenses of maintaining, preserving and protecting and operating the Secured Property and all charges, payment of which may be necessary to preserve or protect the Secured Property, and enjoy and exercise all powers necessary to the performance of all functions made necessary or advisable by possession, including without limitation, power to advance its own moneys at the hereinbefore rate provided and enter into contracts and undertake obligations for the foregoing purposes upon the security hereof;
- (b) take proceedings in any court of competent jurisdiction for the appointment of a receiver (which term as used in this Debenture includes a

manager and a receiver and manager (a "Receiver") of all or any part of the Secured Property;

- (c) take proceedings in any court of competent jurisdiction for sale or foreclosure of all or any part of the Secured Property;
- (d) file proofs of claim and other documents to establish its claim in any bankruptcy, winding-up or other proceedings relating to the Borrower;
- (e) with or without taking possession, take any action or proceedings to enforce the performance of any covenant in favour of the Borrower contained in or pertaining to any of the Assigned Property;
- (f) whether or not the Agent has taken possession of the Secured Property or any of it, sell, lease or otherwise dispose thereof, either as a whole or in separate parcels, at public auction, by public tender or by private sale, with only such notice as may be required by law, either for cash or upon credit, at such time and upon such terms and conditions as the Agent may determine (including a term that a reasonable commission shall be payable to the Agent or any related corporation in respect thereof) and enter into, rescind or vary any contract for the sale, lease or other disposition of any of the Secured Property and sell, lease or dispose thereof again without being answerable for any loss occasioned thereby; and the Agent may execute and deliver to any purchaser of the Secured Property or any part thereof, good and sufficient deeds and documents for the same;
- (g) by instrument in writing appoint any person to be a Receiver of the Secured Property or of any part thereof and may remove any receiver so appointed and appoint another in his stead; and any such Receiver so appointed shall have power:
 - (i) to take possession of and collect and get in all or any part of the Secured Property or any part thereof and, for that purpose, to take proceedings in the name of the Borrower or otherwise and to make any arrangement or compromise;
 - (ii) to operate, manage and develop the Secured Property and to carry on or concur in carrying on all or any part of the business of the Borrower relating to the Secured Property;
 - (iii) to borrow or raise money on the security of the Secured Property or any part thereof in priority to this Debenture or otherwise, for the purpose of the maintenance, preservation or protection of the Secured Property or any part thereof or for carrying on all or any part of the business of the Borrower relating to the Secured Property;
 - (iv) to sell, lease or otherwise dispose or concur in a disposition of the whole or any part of the Secured Property, at public auction, by public tender or by private sale, with only such notice as may be required by law, either for cash or upon credit, at such time and upon such terms and conditions as the Receiver may determine (including a term that a reasonable commission shall be payable to the Agent or a related corporation in respect thereof);
 - (v) to exercise any of the rights and remedies which may be exercised by the Agent against the Borrower or the Secured Property; and
 - (vi) to make any arrangement or compromise with respect to the Secured Property which the Receiver shall think expedient in the interest of the Agent;

provided that any such Receiver shall be deemed the agent of the Borrower and not the Agent or the Lenders and the Agent and the Lenders shall not be in any way responsible for the acts or omissions of such Receiver; and in making such appointment the Agent, and the Lenders shall not incur any liability to the Receiver for his remuneration or otherwise and the Borrower hereby agrees to indemnify and save harmless each of the Agent and the Lenders from and against any and all claims, demands, actions, costs, damages, expenses or payments which the Agent or the Lenders may suffer, incur or be required to pay as a result, in whole or in part, of any action taken by such Receiver or any failure of such Receiver to do any act or thing, save and except to the extent that such claims, demands, actions, costs, damages, expenses or payments are attributable to the gross negligence or wilful misconduct of the Receiver or the Agent;

- (h) subject to applicable law, seize, collect, retain and administer the Secured Property or any part or parts thereof in the Agent's sole and unfettered discretion;
- (i) pay any encumbrance, lien, claim or charge that may exist or be threatened against any of the Secured Property and any amounts so paid together with any costs, charges and expenses incurred by the Agent or the Lenders (including, without limitation, legal fees and disbursements on a solicitor-client basis) shall be added to the Obligations Secured hereby and shall bear interest at the rate herein provided;
- (j) take proceedings in any court of competent jurisdiction to enforce payment by the Borrower of the Obligations Secured or any deficiency remaining upon application of proceeds of realization which are actually received by the Agent; and
- (k) exercise or pursue any other remedy or proceeding authorized or permitted hereby, by the PPSA, or by law or equity.

9. Remedies Not Exclusive

All rights, powers and remedies of the Agent under this Debenture may be exercised separately or in combination and shall be in addition to, and not in substitution for, any other security now or hereafter held by the Agent and any other rights, powers and remedies of the Agent however created or arising. No single or partial exercise by the Agent of any of the rights, powers and remedies under this Debenture or under any other security now or hereafter held by the Agent shall preclude any other and further exercise of any other right, power or remedy pursuant to this Debenture or any other security or at law, in equity or otherwise. The Agent shall at all times have the right to proceed against all or any portion of the Secured Property or any other security in such order and in such manner as it shall determine without waiving any rights, powers or remedies which the Agent may have with respect to this Debenture or any other security or at law, in equity or otherwise. No delay or omission by the Agent in exercising any right, power or remedy hereunder or otherwise shall operate as a waiver thereof or of any other right, power or remedy.

10. Application of Proceeds by Receiver

The net proceeds of any sale, lease or other disposition of the Secured Property shall be applied in accordance with Section 12.11 of the Credit Agreement.

11. Sale of Charged Property

Any sale referred to in Section 8(f) or Section 8(g)(iv) may be a sale of all or any portion of the Secured Property and may be by way of public auction, public tender with notice or private contract or otherwise. Any such sale may be made with or without any special condition as to the upset price, reserve bid, title or evidence of title or other matter and from time to time as the Agent in its sole discretion thinks fit, with power to vary or rescind any such sale and resell without being answerable for any loss. The Agent or a Receiver may sell the Secured

Property for a consideration payable by instalments either with or without taking security for the payment of such instalments and may make and deliver to the purchaser good and sufficient deeds, assurances and conveyances of the Secured Property and give receipts for the purchase money, and any such sale once effected shall be a perpetual bar, both at law and in equity, to the Borrower and all those claiming an interest in the Secured Property by, from, through or under the Borrower making any claim against the purchaser of the Secured Property provided that any sale or transaction completed pursuant to the provisions of this Section 11 shall be effected in a commercially reasonable manner.

12. Conveyances

In case of any sale of the whole or any part of the Secured Property hereunder, whether by the Agent, or by a Receiver, or under judicial proceedings, the Borrower agrees that it shall forthwith upon request execute and deliver to the purchaser such deeds, assurances, conveyances and receipts as may be necessary to transfer good title to the Secured Property so sold.

13. Power of Attorney

(a) The Borrower hereby appoints the Agent, or a Receiver as the agent of the Borrower, as the Borrower's attorney, with full power of substitution, in the name and on behalf of the Borrower, to execute, deliver and do all such acts, deeds, leases, documents, transfers, demands, conveyances, assignments, contracts, assurances, consents, financing statements and things as the Borrower has herein agreed to execute, deliver and do as may be required by the Agent to give effect to the Credit Agreement and/or this Debenture or in the exercise of any rights, powers or remedies hereby or thereby conferred on the Agent, and generally to use the name of the Borrower in the exercise of all or any of the rights, powers or remedies hereby or thereby conferred on the Agent including, without limitation, the right to bring actions for and in the name of the Borrower, the right to collect accounts (as such term is defined in the PPSA), and the right to exercise the rights of the Borrower under all agreements or contracts to which it is a party and to cure any defaults thereunder.

(b) The Agent's rights pursuant to Section 13(a) shall not be exercisable except following the occurrence of, and during the continuance of, an Event of Default except that the Agent may exercise its rights under Section 13(a) from the date of this Debenture with respect to preparation and filing of financing statements or mortgages and such other documents and instruments as may be required to register or give notice of or perfect or preserve the security interests granted to the Agent pursuant to this Debenture or to give effect to Section 21.

(c) The appointment in Section 13(a) is coupled with an interest and shall not be revoked by the insolvency, bankruptcy, dissolution, liquidation or other termination of the existence of the Borrower or for any other reason and shall remain in full force and effect until this Debenture is discharged in accordance with Section 24.

14. Default Under Other Encumbrances

Any amount paid by the Lenders or the Agent after the occurrence of an Event of Default on account of monies payable under any encumbrance upon the Secured Property or any part thereof shall:

- (a) be added to the Obligations Secured;
- (b) bear interest at the interest rate set out in Section 1;
- (c) constitute a charge upon the Secured Property; and
- (d) be repaid by the Borrower to the Agent on demand.

15. Judgment

Neither the taking of any judgment nor the exercise of any power of seizure or sale shall operate to extinguish the liabilities of the Borrower to make payment of the principal hereby secured or interest thereon or other moneys owing hereunder nor shall such operate as a

merger of any covenant or affect the right of the Lenders to interest at the rate specified in Section 1, and any judgment shall bear interest at such rate.

16. **Expenses**

The Borrower shall pay promptly to the Agent, upon request by the Agent accompanied by reasonable supporting documentation or other evidence, all reasonable costs, charges and expenses (including, without limitation, reasonable legal fees and disbursements on a substantial indemnity basis) incurred by the Agent or its agents including, without limitation, a Receiver, in connection with the recovery or enforcement of payment of any of the moneys owing hereunder, including but not limited to, all such costs, charges and expenses in connection with taking possession, protecting, preserving, collecting or realizing upon any part of the Secured Property together with interest thereon at the rate herein provided from the date of incurring such costs, charges and expenses. All such sums, together with interest thereon at the rate herein provided shall be added to the indebtedness secured by this Debenture and shall be secured hereby.

17. **Charge Valid Irrespective of Advances**

The charges hereby created shall be and be deemed to be effective and shall have effect whether or not the moneys hereby secured or any part thereof shall be advanced before or after or at the same time as the issuance of this Debenture or before or after or upon the date of the execution of this Debenture.

18. **After Acquired Property**

The Borrower covenants and agrees that if and to the extent that any of its right, title, estate and interest in any of the Secured Property is not acquired until after delivery of this Debenture, this Debenture shall nonetheless apply thereto and the security interest of the Agent hereby created shall attach to such Secured Property at the same time as the Borrower acquires rights therein, without the necessity of any further mortgage, charge, pledge, assignment or assurance and thereafter such Secured Property shall be subject to the security interests created hereby in accordance with the provisions of Section 4.

19. **Attachment**

The Borrower hereby acknowledges and agrees that there is no agreement between the parties hereto, express or implied, to postpone the attachment of the security interests created hereby.

20. **Severability**

If any term, covenant, obligation or agreement contained in this Debenture, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Debenture or the application of such term, covenant, obligation or agreement to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, obligation or agreement herein contained shall be separately valid and enforceable to the fullest extent permitted by law.

21. **Further Assurances**

The Borrower hereby covenants and agrees that it will at all times, at its own cost and expense, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, all and singular such further acts, deeds, mortgages, charges, assignments and assurances in law, in each case consistent with the terms of this Debenture, as the Agent may reasonably require for the better mortgaging, charging, pledging and assigning unto the Agent the property and assets hereby mortgaged, charged, pledged or assigned or intended so to be or which the Borrower may hereafter become bound to mortgage, charge, pledge or assign in favour of the Agent and for the better accomplishing, effectuating and perfecting of this Debenture, including but not limiting the generality of the foregoing, such as may be required in order to register or file this Debenture or perfect the registration of this Debenture wherever the Agent in its discretion considers that the same or notice of the same ought to be registered or filed.

22. Notices

Unless otherwise provided herein, any demand, notice or communication given or required to be given hereunder shall be in writing and shall be personally delivered or given by facsimile transmission addressed to the respective parties at its address or facsimile number set forth below or to such other address or facsimile number as such party may designate by notice in writing to the other party hereto:

(a) if to the Borrower, at:

54 Hillstrom Ave.
Charlottetown, PEI
P.O. Box 553 C1A 7L1

Attention: Peter Toombs
Fax: (416) 868.4910

(b) if to the Agent, at:

Royal Bank of Canada
RBC Plaza, South Tower
200 Bay Street, 4th Floor
Toronto, ON M5J 2W7

Attention: Michael Moore
Fax: (416) 842-4080

or at such other address or to such other individual as the Borrower or the Agent may designate by notice to the other. If any notice, request, demand or other communication is delivered or transmitted on a day other than a Business Day or after 3:00 p.m. (Eastern time) on any Business Day, the same shall be deemed to have been effectively given and received on the next following Business Day.

23. Continuing and Additional Security

This Debenture shall not be considered as satisfied or discharged by an intermediate payment of part of the Obligations Secured but shall constitute and be a continuing security to the Agent and shall be in addition to and not in substitution for any other security now or hereafter held by the Agent. The remedies of the Agent under this Debenture may be exercised from time to time separately or in combination and are in addition to and not in substitution for any other rights of the Agent however created.

24. Receipt and Discharge

The Agent is the person entitled to receive the money payable hereunder. If the Borrower pays to the Agent the moneys secured by this Debenture and otherwise observes and performs the terms and conditions hereof and of the Credit Agreement, then the Agent shall at the written request of the Borrower cancel and discharge the mortgages, charges, assignments and security interest of or created by this Debenture and execute and deliver to the Borrower such deeds and other instruments as shall be requisite therefor.

25. Conflict

In the event of a conflict or inconsistency between the provisions of this Debenture and the provisions of the Credit Agreement, the applicable terms of the Credit Agreement shall govern and the terms and conditions of this Debenture shall be deemed to be amended accordingly.

26. Law Governing

This Debenture shall be governed by and construed in accordance with the laws of the Province of Prince Edward Island and the federal laws of Canada applicable therein. The

parties hereto agree that any legal suit, action or proceeding arising out of this Debenture may be instituted in the courts of Prince Edward Island, and the parties hereto accept and irrevocably submit to the non-exclusive jurisdiction of said courts and acknowledge their competence and agree to be bound by any judgment thereof.

27. Time of the Essence

Time is of the essence of this Debenture.

28. Receipt of Copy

The Borrower acknowledges receipt of a true copy of this Debenture.

29. Exclusion of Rights

The Borrower agrees that the Obligations Secured will be paid without regard to any equities between the Borrower and the Agent or any other person or any right of set-off or counterclaim.

30. Acknowledgements

The Borrower acknowledges and agrees that the charges, mortgages, assignments, pledges and security interests created hereby shall be held by the Agent under the Credit Agreement and the other Financing Documents for the benefit of the Lenders and that in dealing with this Debenture, the Agent shall be entitled to all of the protections available to it pursuant to the Credit Agreement and the other Financing Documents.

31. Modifications

No amendment, modification, consent or waiver by the Agent and no consent to a departure or a waiver of the provisions hereof by the Agent shall be effective unless made in writing and signed by an authorized officer of the Agent.

32. Currency of Payment

The principal, interest and other moneys payable hereunder shall be paid in lawful money of Canada.

33. Successors

This Debenture and all its provisions shall enure to the benefit of the respective successors and assigns of each of the Agent, and the Lenders and shall be binding upon the Borrower and its successors and permitted assigns.

34. Assignment

Subject to compliance by the Agent with its obligations under the Credit Agreement, this Debenture and the rights and remedies contained herein shall be assignable by the Agent to such Person as the Agent may determine and, in such event, such Person will be entitled to all of the rights and remedies of the Agent as set forth in this Debenture. If so assigned, the assignee shall have and be entitled to exercise any and all discretion, rights and powers of the assigning Agent hereunder and all references herein to the Agent shall include such assignee. The Borrower may not assign, transfer or delegate any of its rights or obligations under this Debenture without the prior written consent of the Agent in its sole discretion.

35. Discharge

The Borrower will not be discharged from any of the Obligations Secured or from this Debenture except by a release or discharge signed in writing by the Agent, at the Borrower's expense. The Agent shall provide such release or discharge (including a registerable discharge) promptly after the Obligations Secured are paid in full and the Commitments have been terminated.

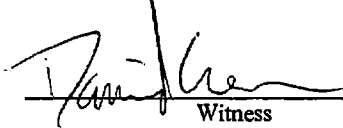
36. **Execution**

This Debenture may be executed and delivered by facsimile or PDF transmission and the parties hereto may rely upon all such facsimile or PDF signatures as though such facsimile or PDF signatures were original signatures.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF the Borrower has duly executed this Debenture as of the date first above written.

SIGNED, SEALED & ATTESTED TO
In the presence of:



Witness

} **DME GENERAL PARTNER INC.,**
in its capacity as general partner for
DME LIMITED PARTNERSHIP

by 

Peter Toombs
President

SCHEDULE A
LEGAL DESCRIPTION

All that parcel of land situate, lying and being in West Royalty, in Queens County, Province of Prince Edward Island, bounded and described as follows, that is to say:

COMMENCING at the point of intersection of the Southeastern boundary of a Sixty-Six foot (66') right-of-way and the Northeastern boundary of Lot No. 2A. Said point of intersection being shown as Point Number 537 on a plan of survey showing property of Industrial Enterprises Incorporated, prepared by Dabbs Control Surveys, File and Drawing No. 170513, bound herein and revised by Gulf Surveys Co., December 23, 1980. Said Point No. 537 having co-ordinates E. 457334.52, N. 340969.51;

THENCE north $66^{\circ} 19' 13''$ E. along the said Southeastern boundary of the Sixty-Six Foot (66') right-of-way for a distance of Zero point Seven Nine Feet (0.79') to Point No. 280, having coordinates E. 457335.24, N. 340969.83;

THENCE in a Northeastwardly direction and continuing along the Southeastern boundary of the said Sixty-Six Foot (66') right-of-way being an arc of a curve to the left and having a radius of Four Hundred and Eight-One point Zero Feet (481.0') for a distance of One Hundred and Seventy-Seven point Nine Three Feet (177.93') to Point No. 511, having coordinates E. 457481.43, N. 341069.47;

THENCE in an Eastwardly and Southwardly direction and following the arc of a curve to the right having a radius of Forty-Five point Zero Feet (45.0') for a distance of Eighty-Seven point Three Three Feet (87.33') to Point No. 512 situated on the Southwestern boundary of a second Sixty-Six Foot (66') right-of-way. Said point number 512 having coordinates E. 457554.39, N. 341055.65;

THENCE S. $23^{\circ} 40' 47''$ E. and following the said Southwestern boundary of a Sixty-Six Foot (66') right-of-way for a distance of Three Hundred and Thirty-Seven point Nine Two feet (337.92') to Point No. 510 having coordinates E. 457690.11, N. 340746.18;

THENCE S. $64^{\circ} 53' 26''$ W. for a distance of Two Hundred and Thirty-Three point Seven Nine Feet (233.79') to Point No. 538 situated at the Southeastern corner of Lot No. 2A. Said Point No. 538 having coordinates E. 457478.41, N. 340646.98;

THENCE N. $24^{\circ} 02' 38''$ W. along the Northeastern boundary of said Lot No. 2A for the distance of Three Hundred and Fifty-Three point One Seven Feet (353.17') to the point at the place of commencement.

CONTAINING in the above-described area One point Nine Seven (1.97) Acres, a little more or less.

All bearings and coordinates are derived from the Prince Edward Island Double Stereographic Projection System with the coordinates expressed in feet.

The above described property being shown as Lot no. 2B on a plan of survey showing property of Industrial Enterprises Incorporated, prepared by Dabbs Control Surveys, File and Drawing No. 170513 and revised by Gulf Surveys Co., December 23, 1980.