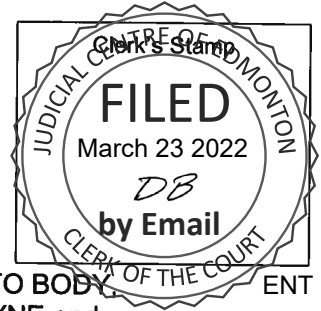


COURT FILE NUMBER 2203-04703
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON
PLAINTIFF BANK OF MONTREAL
DEFENDANT 608772 ALBERTA LTD. o/a BIRCHWOOD AUTO BODY,
DARRELL PAYNE, VERA PAYNE, BRETT PAYNE and
1943969 ALBERTA LTD.



DOCUMENT **AFFIDAVIT OF MICHELLE MADRIGGA**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
McCARTHY TÉTRAULT LLP
Suite 4000, 421 7th Avenue SW
Calgary AB T2P 4K9
Attention: Walker MacLeod / Nathan Stewart /
Erinn Wilson (Student-at-Law)
Phone: 403 260 3710 / 3534 / 3682
Fax: 403 260 3501
Email: wmacleod@mccarthy.ca / nstewart@mccarthy.ca /
erinnwilson@mccarthy.ca

AFFIDAVIT OF MICHELLE MADRIGGA
Sworn on March 23, 2022

I, MICHELLE MADRIGGA, of the City of Calgary, in the Province of Alberta, **SWEAR**
AND SAY THAT:

1. I am an Account Manager, Special Accounts Management Unit, with Bank of Montreal ("**BMO**"). I have been directly involved with the account of 608772 Alberta Ltd., operating as Birchwood Auto Body (the "**Borrower**"), and am responsible for managing the secured credit facilities provided to the Borrower by BMO. Additionally, I have reviewed the books and records maintained by and in the possession of BMO, in the ordinary course of business, which relate to the Borrower. Based on the aforementioned and upon such review, I have personal knowledge of the matters and facts hereinafter sworn to, except where stated to be based on information and belief, in which case, I believe the same to be true.
2. This affidavit is sworn in support of an application by BMO (the "**Application**") seeking an order granting, among other things, the following relief:

- (a) declaring that the time for service of the Application and this affidavit is abridged, that the Application is properly returnable on March 24, 2022, and that service of the Application and this affidavit is good and sufficient;
- (b) appointing The Bowra Group Inc. ("**Bowra**") as receiver and manager (when referred to in such capacity, the "**Receiver**") over all present and after-acquired properties, assets, and undertaking (collectively, the "**Property**") of the Borrower and 1943969 Alberta Ltd. (the "**Corporate Guarantor**", the Borrower and the Corporate Guarantor are collectively referred to as, the "**Debtors**"), pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the "**BIA**"); section 13(2) of the *Judicature Act*, R.S.A. 2000, c. J-2 (the "**Judicature Act**"); section 99(a) of the *Business Corporations Act*, R.S.A. 2000, c. B-9 (the "**BCA**"), and section 65(7) of the *Personal Property Security Act*, R.S.A. 2000, c. P-7 (the "**PPSA**"); and,
- (c) such other and related relief as counsel for BMO may advise.

Overview of the Debtors

3. The Borrower is a body corporate, incorporated pursuant to the laws of the Province of Alberta, and carrying on business in the Province of Alberta. Specifically, the Borrower operates an auto body repair shop (the "**Business**"), on or around the premises municipally known as 133 MacKenzie St, Fort McMurray, AB T9H 4K9 and legally described as Plan 7620533, Block 19, Lot 1 (the "**Lands**"). Attached hereto and marked as **Exhibit "A"** to this my Affidavit, is a true copy of the Alberta Corporate Registry search in respect of the Borrower, dated March 9, 2022.

4. The Borrower's primary assets are the Lands and the corresponding personal property and equipment used in connection with the Business.

5. The Corporate Guarantor is a body corporate, incorporated pursuant to the laws of the Province of Alberta, and carrying on business in the Province of Alberta. It is BMO's understanding that the Corporate Guarantor is a holding corporation, which as at March 9, 2022, held one hundred percent (100%) of the issued and outstanding shares of the Borrower. Attached hereto and marked as **Exhibit "B"** to this my Affidavit, is a true copy of the Alberta Corporate Registry search in respect of the Corporate Guarantor, dated March 9, 2022.

Summary of Circumstances Necessitating the Appointment of a Receiver

6. As at March 3, 2022, the Credit Parties (as defined below) were indebted to BMO in the amount of \$2,528,971.97, plus all accruing interest, fees (including, without limitation, solicitor's fees as between a solicitor and his own client), costs, and expenses, pursuant to and in accordance with the terms of the relevant agreements between BMO and the Credit Parties (collectively, the "**Indebtedness**").

7. The Borrower began to experience financial difficulty and liquidity issues in or around January 2020, and its BMO account was transferred to the oversight of BMO's Special Accounts Management Unit in January 2021. The Borrower's financial condition has recently worsened and the Borrower has committed multiple defaults under the Loan Agreement (as defined below).

8. Specifically, the Borrower failed to: (i) make its monthly loan payment to BMO for the month of February 2022, in the amount of \$18,270.95 (the "**February Payment**"), as required by the terms of the Loan Agreement; and, (ii) remit certain employee source deductions and GST payments (the "**Source Deduction Arrears**" and the "**GST Arrears**", respectively, and collectively, the "**Tax Arrears**") to the Canada Revenue Agency (the "**CRA**") (collectively, the "**Defaults**").

9. On March 4, 2022, BMO, through its counsel, delivered a demand letter with respect to the Defaults to the Credit Parties, which letter, among other things, demanded repayment of the Indebtedness in full, and enclosed Notices of Intention to Enforce Security with respect to the Borrower and the Corporate Guarantor, pursuant to Section 244(2) of the BIA.

10. On or around March 8, 2022, the Borrower deposited sufficient funds in its BMO bank account to pay the GST Arrears and the February Payment. On March 8, 2022, BMO processed both payments and advised the Borrower that BMO's demand remained in effect; and if the Borrower wished for BMO to consider entering into a forbearance agreement, the Borrower would need to present a formal repayment plan regarding the Source Deduction Arrears, agreed to by the CRA, on or before March 16, 2022. The Borrower failed to meet this deadline.

11. The Borrower does not currently have access to any further availability under the Credit Facilities or the Loan Agreement, except under the revolving operating Credit Facility. As the Borrower is near the \$200,000 operating line limit, it has limited access to credit. As such, the Borrower lacks the liquidity necessary to pay the Borrower's obligations as they come due,

including certain critical payments required to maintain the Borrower's Business and Property, such as tax and employee payroll obligations. It is BMO's understanding that the Corporate Guarantor has no operations and is similarly unable to repay the Indebtedness or meet its obligations as they come due. BMO is not prepared to extend any further credit to the Borrower, other than as a receiver's borrowings secured by a corresponding charge. Furthermore, the nature of the Debtors' operations and Property necessitate a more fulsome sale, marketing, and realization process, which, in addition to requiring additional funding, is best achieved through the appointment of a receiver and manager over the Debtors and their Property.

The Borrower's Capital Structure

12. In order to fund its operations, the Borrower entered into various financing agreements with BMO, including, most recently, the Letter of Agreement, dated October 30, 2018 (the "**Loan Agreement**"), and accepted and agreed to on October 31, 2018, between the Borrower, as borrower, BMO, as lender, the Corporate Guarantor, as corporate guarantor, and Darrell Payne, Vera Payne, and Brett Payne (collectively, the "**Personal Guarantors**", the Personal Guarantors and the Corporate Guarantor are collectively referred to as, the "**Guarantors**", the Borrower and the Guarantors are collectively referred to as, the "**Credit Parties**"), as personal guarantors. Attached hereto and marked as **Exhibit "C"**, to this my Affidavit, is a true copy of the Loan Agreement.

13. BMO made certain availments to the Borrower under and pursuant to the Loan Agreement. Specifically, BMO made available to the Borrower, pursuant to the Loan Agreement:

- (i) an operating demand loan, in the maximum amount of \$200,000.00 (CAD); and
 - (ii) a non-revolving demand loan, in the maximum amount of \$2,602,277.14 (CAD),
- (collectively, the "**Credit Facilities**").

14. All borrowings under the Credit Facilities are repayable upon the earlier of such Credit Facilities' respective maturity dates or BMO making a demand for repayment.

15. Pursuant to the Loan Agreement, the total advances under the Credit Facilities shall not exceed \$2,802,277.14 at any time.

16. In addition to the Credit Facilities under the Loan Agreement, on or about May 13, 2020, the Borrower received a Canada Emergency Business Account Loan in the total amount of

\$40,000 (the "**CEBA Loan**"). The CEBA Loan was advanced to the Borrower through BMO, remains outstanding in full, and forms part of the Indebtedness.

Guarantees

17. The Indebtedness and all other debts, liabilities, obligations and indebtedness due and owing by the Borrower to BMO, are guaranteed to pursuant to:

- (a) \$50,000 Continuing Guarantee, dated June 1, 2012, granted by Darrell Payne and Vera Payne, jointly and severally, to and in favour of BMO;
- (b) \$1,500,000 Continuing Guarantee, dated April 2, 2013, granted by Darrell Payne and Vera Payne, jointly and severally, to and in favour of BMO;
- (c) \$2,000,000 Continuing Guarantee, dated February 19, 2016, granted by Darrell Payne and Vera Payne, jointly and severally, to and in favour of BMO;
- (d) \$1,000,000 Continuing Guarantee, dated February 19, 2016, granted by Brett Payne to and in favour of BMO; and,
- (e) \$2,858,890 Continuing Guarantee, dated February 19, 2016, granted by the Corporate Guarantor to and in favour of BMO,

(collectively, the "**Guarantees**"). Attached hereto and marked as **Exhibits "D", "E", "F", "G" and "H"**, respectively, to this my Affidavit, are true copies of the Guarantees.

Security

18. As continuing security for the Borrower's obligations to BMO, the Borrower executed the following security agreements:

- (a) General Security Agreement, dated June 1, 2012 ("**GSA #1**"), as granted by the Borrower to and in favour of BMO; and,
- (b) General Security Agreement, dated February 1, 2016 ("**GSA #2**", GSA #1 and GSA #2 are collectively referred to as, the "**Borrower GSAs**"), as granted by the Borrower to and in favour of BMO.

Attached hereto and marked as **Exhibits "I" and "J"**, respectively, to this my Affidavit, are true copies of the Borrower GSAs.

19. Furthermore, as continuing security for the Corporate Guarantor's obligations to BMO, the Corporate Guarantor executed a General Security Agreement, dated February 19, 2016 (the "**Corporate Guarantor GSA**", the Borrower GSAs and the Corporate Guarantor GSA are collectively referred to as, the "**GSAs**"), as granted by the Corporate Guarantor to and in favour of BMO. Attached hereto and marked as **Exhibit "K"** to this my Affidavit, is a true copy of the Corporate Guarantor GSA.

20. Pursuant to the GSAs, the Debtors each, among other security interests, assigned, transferred and set over to BMO and granted BMO a security interest in, all of their respective present and after-acquired personal property, and charged in favour of BMO, as and by way of a floating charge, their respective undertaking and all present and after acquired property and assets, real and personal, moveable or immoveable, of whatever nature and kind, all as general and continuing security for the payment and performance of all indebtedness, liabilities, and obligations owed to BMO.

21. In addition to the aforementioned, the indebtedness, liabilities, and obligations of the Borrower, to BMO, are secured pursuant to a \$2,775,000 Mortgage of Land, *Land Titles Act* (Alberta), dated February 19, 2016 (the "**Mortgage**", the Mortgage and the GSAs are collectively referred to as, the "**Security**"), as granted by the Borrower, to and in favour of BMO. Pursuant to the Mortgage, the Borrower mortgaged and charged all of its estate and interest in and to the Lands, to BMO, for the purposes of securing payment and performance of all indebtedness and liability owed to BMO, up to the principal amount of \$2,775,000, plus interest and all other amounts or sums secured by the Mortgage. Attached hereto and collectively marked as **Exhibit "L"** to this my Affidavit, is a true copy of the Mortgage, including the Standard Mortgage Terms incorporated by reference therein.

22. BMO's rights and remedies under the Security are enforceable, *inter alia*, upon the applicable Debtor's default, which includes, among other things, (i) the Borrower: (a) failing to repay the Indebtedness when due and owing to BMO; or, (b) failing to pay all taxes when due; and, (ii) the Corporate Guarantor failing to repay the Indebtedness when due and owing to BMO.

23. The Security further provides that, upon a default or event of default, BMO is entitled to apply for the appointment of a receiver, manager, or receiver-manager.

Registration of Security Interests

24. BMO perfected its security interests granted under the Security, as against all of the Debtors' present and after-acquired personal and real property, assets, and undertakings, and in all proceeds and renewals thereof, accessions thereto, and substitutions therefor (collectively referred to as, the "**Collateral**") by registering:

- (a) financing statements in the Personal Property Registry of Alberta ("**AB PPR**"), against the Debtors;
- (b) land charges against the Debtors, in favour of BMO, in the AB PPR in accordance with the provisions of the PPSA; and,
- (c) the Mortgage against the Certificate of Title concerning the Lands.

Attached hereto and marked as **Exhibits "M", "N" and "O"**, respectively, to this my Affidavit, are true copies of the AB PPR debtor name search results concerning the Borrower and the Corporate Guarantor, each as at March 9, 2022, and the Certificate of Title concerning the Lands, as at March 9, 2022.

25. In addition to the Security, BMO perfected its security interests granted under the Guarantees, as against any and all present and future accounts and monies and all other indebtedness, obligations and liabilities of any kind, direct or indirect, absolute or contingent, joint or several, of the Borrower owed to the applicable Personal Guarantor, and all proceeds thereof, by registering financing statements in the AB PPR, against the Personal Guarantors. Attached hereto and collectively marked as **Exhibit "P"** to this my Affidavit, are true copies of the AB PPR debtor name search results concerning the Personal Guarantors, as at March 9, 2022.

Defaults, Demand, and 244 Notice

26. In early 2022, BMO was advised by the Borrower that: (i) the Borrower had failed to pay any current source deductions to the CRA in 2021; and, (ii) the Tax Arrears were outstanding throughout 2021.

27. As at February 24, 2022, the Borrower's obligations to the CRA with respect to the GST Arrears were in the total amount of \$44,247.68. Attached hereto and marked as **Exhibit "Q"** to

this my Affidavit, is a true copy of the Notice of Garnishment (the "**Notice of Garnishment**") with respect to the GST Arrears.

28. In addition to the Notice of Garnishment, I have been advised by the Borrower that the Borrower has failed to pay certain employee source deductions, with respect to the Source Deduction Arrears. BMO is not aware of the specific amount of the Source Deduction Arrears outstanding, but I understand that the amount is significant.

29. On March 4, 2022, BMO advised the Borrower by way of email that, due to the Borrower's failure to make the loan payment due February 2022 and its failure to pay the Tax Arrears (including both the Source Deduction Arrears and the GST Arrears), the Borrower is in default of the Loan Agreement and BMO is not obligated to provide further credit to the Borrower. BMO further advised the Borrower that, in light of the CRA garnishment, prior to the Borrower making any cash injections into its account, the Borrower must present a formal repayment plan with respect to the Tax Arrears (the "**Repayment Plan**"), approved by the CRA. Attached hereto and marked as **Exhibit "R"** to this my Affidavit, is a true copy of the email dated March 4, 2022.

30. BMO, through its counsel, delivered a demand letter dated March 4, 2022 (the "**Demand Letter**"), enclosing corresponding notices with respect to the Borrower and the Corporate Guarantor, in accordance with Section 244(2) of the BIA (the "**244 Notices**"), to the Borrower, copying the Guarantors. Among other things, the Demand Letter demanded repayment, in full, of the Indebtedness. Attached hereto and marked as **Exhibit "S"** to this my Affidavit, is a true copy of the Demand Letter and enclosed 244 Notices.

31. On March 8, 2022, BMO advised the Borrower by way of email that: (i) as a result of recent deposits, there were now sufficient funds available in the Borrower's account to permit the full payment of the GST Arrears and the outstanding February Payment; (ii) BMO assumed that the Borrower had made arrangements with the CRA to pay the GST Arrears and accordingly would process the required payments with respect to the GST Arrears and the February Payment; (iii) BMO's demand for repayment remained in effect; and, (iv) BMO would consider the possibility of entering into a forbearance agreement regarding the Defaults only if a Repayment Plan addressing the Source Deduction Arrears, agreed to by the CRA, was provided to BMO on or before March 16, 2022. Attached hereto and marked as **Exhibit "T"** to this, my Affidavit, is a true copy of the March 8, 2022 email.

32. Despite the issuance of the Demand Letter, the Borrower and the Guarantors have failed, refused, or otherwise neglected to repay the Indebtedness. On March 18, 2022, the Borrower advised BMO that the CRA is not currently prepared to agree to a written Repayment Plan. Attached hereto and marked as **Exhibit "U"** to this, my Affidavit, is a true copy of the March 18, 2022 email.

Necessity of the Appointment of a Receiver

33. The Borrower does not currently have access to any further availability under the Credit Facilities or the Loan Agreement, except to the extent of certain limited availability under the revolving operating line, which is near its limit of \$200,000, and accordingly the Borrower does not have sufficient funds available to continue its operations or pay its debts as they become due. I have been advised by the Borrower that the Business is currently operating, notwithstanding that it appears that the Borrower is insolvent. BMO is only prepared to fund go-forward critical payment obligations through a receiver's borrowings, secured by a corresponding charge.

34. In addition to the aforementioned, BMO understands that the Borrower: (i) has employees; (ii) owns certain real property, being the Lands; and, (iii) appears to have ongoing liabilities to the CRA. The appointment of the Receiver will assist in addressing such issues in an orderly manner.

35. Due to the Debtors' inability to meet its obligations as they become due, absent further funding from BMO, the Debtors will be unable to preserve their Property. BMO therefore has serious and valid concerns regarding the protection and preservation of its Collateral.

36. The granting of the relief sought by BMO will preserve and protect BMO's security position and will further allow go-forward decisions in respect of the Debtors' business to be made by a court-appointed officer, for the benefit of all stakeholders.

37. Bowra is a licensed insolvency trustee, and has consented to acting as the Receiver of the Debtors if so appointed. It is proposed that Kristin Gray, a licensed insolvency trustee, will be responsible for this mandate. Attached hereto and marked as **Exhibit "V"** is a true copy of the executed consent to act as the Receiver of the Borrower.

Conclusion

38. I verily believe that it is just, convenient, and appropriate for a Receiver to be appointed over the Debtors and the Property, for the following reasons:

- (a) the Debtors have no capacity to meet critical payment obligations and, absent the provision of further funding, will likely cease to function as going-concern entities. This will prevent any ordinary course wind-down under the control of the Receiver and cause significant, irreparable and unnecessary prejudice to the first security position of BMO;
- (b) the Security expressly provides that, upon default, BMO shall be entitled to appoint a receiver with respect to the Collateral; and,
- (c) the Borrower currently does not have access to any funds or availability under the Credit Facilities or the Loan Agreements and BMO is not prepared to extend any further credit, other than as provided under and secured by a Receiver's borrowings charge.

39. I swear this affidavit in support of the Application to appoint the Receiver over the Debtors and the Property, together with such powers as set out in the corresponding draft Receivership Order, and not for any other or improper purpose.

SWORN BEFORE ME at the City of)
Calgary, in the Province of Alberta, this)
23rd day of March, 2022.)



A COMMISSIONER FOR OATHS)
in and for the Province of Alberta)



MICHELLE MADRIGGA

Nathan A. Stewart
Barrister & Solicitor

This is Exhibit "A" referred to in the Affidavit of Michelle Madrigga
sworn before me this 23rd day of March, 2022.



A Commissioner for Oaths in and for the Province of Alberta

Nathan A. Stewart
Barrister & Solicitor

Government Corporation/Non-Profit Search of Alberta ■ Corporate Registration System

Date of Search: 2022/03/09
Time of Search: 01:35 PM
Search provided by: MCCARTHY TETRAULT LLP
Service Request Number: 37194664
Customer Reference Number: 004138-543294

Corporate Access Number: 206087728
Business Number: 138110267
Legal Entity Name: 608772 ALBERTA LTD.

Legal Entity Status: Active
Alberta Corporation Type: Numbered Alberta Corporation
Registration Date: 1994/04/25 YYYY/MM/DD
Date of Last Status Change: 2013/08/29 YYYY/MM/DD

Revival/Restoration Date: 1998/12/09 YYYY/MM/DD

Registered Office:

Street: 212 - 9714 MAIN STREET
City: FORT MCMURRAY
Province: ALBERTA
Postal Code: T9H1T6

Records Address:

Street: 212 - 9714 MAIN STREET
City: FORT MCMURRAY
Province: ALBERTA
Postal Code: T9H1T6

Email Address: CORPORATE@COOPERCOMPANYLAW.COM

Directors:

Last Name: PAYNE
First Name: BRETT
Street/Box Number: 133 MACKENZIE STREET
City: FORT MCMURRAY
Province: ALBERTA
Postal Code: T9H4K9

Voting Shareholders:

Legal Entity Name: 1943969 ALBERTA LTD.
Corporate Access Number: 2019439690
Street: 133 MACKENZIE STREET
City: FORT MCMURRAY
Province: ALBERTA
Postal Code: T9H4K9
Percent Of Voting Shares: 100

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: SEE ATTACHED
Share Transfers Restrictions: SEE ATTACHED
Min Number Of Directors: 1
Max Number Of Directors: 7
Business Restricted To: NONE
Business Restricted From: NONE
Other Provisions: SEE ATTACHED

Associated Registrations under the Partnership Act:

Trade Partner Name	Registration Number
BIRCHWOOD AUTOBODY	TN13168455

Other Information:

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2021	2021/05/28

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
1998/12/09	Initiate Revival of Alberta Corporation
1998/12/09	Complete Revival of Alberta Corporation
2005/07/14	Capture Microfilm/Electronic Attachments

2013/01/03	Change Address
2013/06/02	Status Changed to Start for Failure to File Annual Returns
2016/02/19	Change Director / Shareholder
2020/02/17	Update BN
2021/05/28	Enter Annual Returns for Alberta and Extra-Provincial Corp.

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	1998/12/09
Amended Annual Return	10000004100521780	2005/07/14

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.



This is Exhibit "B" referred to in the Affidavit of Michelle Madrigga
sworn before me this 23rd day of March, 2022.



A Commissioner for Oaths in and for the Province of Alberta

Nathan A. Stewart
Barrister & Solicitor

Government Corporation/Non-Profit Search of Alberta ■ Corporate Registration System

Date of Search: 2022/03/09
Time of Search: 01:36 PM
Search provided by: MCCARTHY TETRAULT LLP
Service Request Number: 37194676
Customer Reference Number: 004138-543294

Corporate Access Number: 2019439690
Business Number: 784044091
Legal Entity Name: 1943969 ALBERTA LTD.

Legal Entity Status: Active
Alberta Corporation Type: Numbered Alberta Corporation
Registration Date: 2016/01/13 YYYY/MM/DD
Date of Last Status Change: 2018/04/02 YYYY/MM/DD

Registered Office:

Street: 212, 9714 MAIN STREET
City: FORT MCMURRAY
Province: ALBERTA
Postal Code: T9H1T6

Records Address:

Street: 212, 9714 MAIN STREET
City: FORT MCMURRAY
Province: ALBERTA
Postal Code: T9H1T6

Email Address: CORPORATE@COOPERCOMPANYLAW.COM

Directors:

Last Name: PAYNE
First Name: BRETT
Street/Box Number: 141 CHEECHAM COURT
City: ANZAC
Province: ALBERTA
Postal Code: T0P1J0

Voting Shareholders:

Last Name: PAYNE
First Name: BRETT
Street: 141 CHEECHAM COURT
City: ANZAC
Province: ALBERTA
Postal Code: T0P1J0
Percent Of Voting Shares: 100

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: SEE ATTACHED SCHEDULE "A"
Share Transfers Restrictions: SEE ATTACHED SCHEDULE "B"
Min Number Of Directors: 1
Max Number Of Directors: 7
Business Restricted To: NONE.
Business Restricted From: NONE.
Other Provisions: SEE ATTACHED SCHEDULE "C"

Holding Shares In:

Legal Entity Name
608772 ALBERTA LTD.

Other Information:

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2021	2021/05/27

Outstanding Returns:

Annual returns are outstanding for the 2022 file year(s).

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2016/01/13	Incorporate Alberta Corporation
2018/03/02	Status Changed to Start for Failure to File Annual Returns

2020/02/22	Update BN
2021/05/27	Enter Annual Returns for Alberta and Extra-Provincial Corp.

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2016/01/13
Restrictions on Share Transfers	ELECTRONIC	2016/01/13
Other Rules or Provisions	ELECTRONIC	2016/01/13

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.



This is Exhibit "C" referred to in the Affidavit of Michelle Madrigga
sworn before me this 23rd day of March, 2022.



A Commissioner for Oaths in and for the Province of Alberta

Nathan A. Stewart
Barrister & Solicitor

Letter of Agreement

BMO  **Bank of Montreal**

9920 FRANKLIN AVE,
FORT MCMURRAY, AB T9H 2K5

October 30, 2018

608772 ALBERTA LTD
133 MACKENZIE ST,
FORT MCMURRAY, ALBERTA T9H 4K9

Attention: Brett Payne

LETTER OF AGREEMENT

Bank of Montreal ("BMO") is pleased to advise that it has authorized the following new and renewed] credit Facilities for 608772 ALBERTA LTD (each, a "Facility" and collectively, the "Facilities") on the terms and conditions outlined in this Letter of Agreement. The Schedules listed below and attached form part of this Letter of Agreement.

Notwithstanding any other provision of this Letter of Agreement or in any applicable agreements, any Advance under any Facility hereunder will be made at BMO's sole discretion. Any unutilized portion of any Facility hereunder may be cancelled by BMO at any time without prior notice.

Borrower(s):	608772 ALBERTA LTD (the "Borrower")
Guarantor(s):	VERA PAYNE, DARRELL PAYNE, BRETT PAYNE, 1943969 ALBERTA LTD., (the "Guarantor(s)")
Total Facility Limit:	The total approved amount of all facilities shall not exceed \$2,802,277.14 at any time.

Facility # 1

Facility Authorization: \$200,000.00 CAD ✓

Type of Loan: Operating Demand Loan

Purpose: Operating Financing

Interest Rate: Prime Rate plus 2%. Interest is calculated monthly in arrears, and payable monthly on the last day of each month. The Prime Rate in effect as of October 30, 2018 is 3.95%.

Repayments: Repayable on demand

Facility Fee: \$140 per month. This is the fee for the loan and does not include other account fees. Refer to our Better Banking Guide for other applicable fees.

Other Costs: BMO is not obliged to permit the Advances under this Facility to exceed the Facility Authorization.

In the event the Advances under this Facility exceeds the Facility Authorization, the excess will bear interest at the Overdraft Rate, which is currently 21% per annum. BMO shall also be entitled to charge the Borrower a fee of 1% calculated on the amount of excess over the Facility Authorization or \$100, whichever is greater and a \$5 overdraft handling charge per item that creates or increases the excess.

Facility # 2

Facility Authorization: \$2,602,277.14 CAD

Type of Loan: Demand Loan Non-Revolving

Purpose: Equity pull to purchase business and building from non-arms length owners.

Interest Rate: Prime Rate plus 2%. Interest is calculated monthly in arrears and payable monthly. The Prime Rate in effect as of October 30, 2018 is 3.95%.

Repayments: Repayable on demand, provided that until demand is made by BMO:

Blended monthly payments in the amount of \$19,644.99 comprising the principal and interest to be paid in arrears, on the last day of each month. The amount of the payment will be initially determined based on the Loan amount, amortization and the interest rate in effect at the time

of the Advance. Subject to review at BMO's sole discretion.

OR

Equal monthly principal payments and monthly interest, to be collected separately, on the last day of each month. The amount of the payments will be determined based on the Loan amount, amortization and the interest rate in effect at the time of the Advance, as applicable.

Prepayments of principal in whole or in part are permitted, without penalty.

Maximum Amortization: 209 months

Conditions Precedent to Advances: All Held ✓

BMO will not be required to make any advance to the Borrower unless and until each of the conditions set out below and in Schedule C has been completed to BMO's satisfaction

1. Receipt of satisfactory legal opinions relating to all matters considered relevant by BMO including, without limitation, the due authorization, execution, delivery and enforceability of the Loan and Security documentation by and against the Borrower and each Guarantor, if any.
2. Satisfactory review by BMO (or, at BMO's option and the Borrower's expense, an insurance consultant) of insurance policies issued to the Borrower and each Guarantor, if any, and compliance with any changes required to satisfy BMO's insurance requirements.
3. Receipt of all documents and legal opinions required by BMO with respect to the beneficial (true) owner of the Mortgaged Property and the charge of such interest delivered by such owner to BMO.
4. Receipt of satisfactory Environmental Review, Compliance Certificate and Indemnity for Mortgaged Property executed by the Borrower in favour of BMO.
5. Receipt of Municipal tax certificate confirming all property taxes have been paid to date on Mortgaged Property.
6. Satisfactory review (site visit) of the Mortgaged Property, and the condition of the improvements thereon.
7. Receipt of satisfactory appraisal of Plan 7620533 Block 19 Lot 1 from an appraiser or agrologist satisfactory to BMO confirming a minimum market value of \$3,850,000.00, together with a letter by the appraiser or agrologist addressed to BMO confirming that BMO may rely on the appraisal for financing purposes.

Covenants:

As long as any Advance remains outstanding under or in connection with this Letter of Agreement, or so long as this Letter of Agreement remains in effect, the Borrower and any Guarantor will perform and comply with the covenants set out in Schedule A.

Financial Covenants:

In addition, the Borrower and each Guarantor, as applicable, will perform and comply with the following financial covenants, based on financial statements of the Borrower or applicable Guarantor:

Maintain a Debt Service Coverage (DSC) ratio greater than or equal to:

- ✓ 1.05:1 at Fiscal Year End 2019
- ✓ 1.15:1 at Fiscal Year End 2020

- 1.25:1 at Fiscal Year End 2021

Failure to comply with DSC covenant to result in \$1,000.00 breach fee at time of Annual Review.

$$\text{DSC} = \frac{(\text{Net Income} + \text{Interest} + \text{Depreciation} + \text{Amortization})}{(\text{Current Portion of Long Term Debt} + \text{Interest} + \text{Non-Discretionary Dividend})}$$

Additional Covenants:

In addition, the Borrower and each Guarantor, as applicable, will perform and comply with the following covenants:

1. The Borrower will not, without BMO's prior written consent, participate in any retrofit project or energy or water efficiency project affecting the Mortgaged Property which would have the effect of creating a lien, hypothec or other interest (including, but without limitation, a local improvement charge or similar interest) in the Mortgaged Property ranking, or potentially ranking, in priority to or *pari passu* with the interest of BMO in the Mortgaged Property, whether or not such project is sponsored or endorsed by a municipal or other government, governmental organization or utility.
2. DSC Calculated as Net Income + Interest + Depreciation + Amortization less advances to related entities/ CPLTD + Interest + Dividends + VTB Payments

Existing Security:

Each of the following documents, instruments, agreements and other assurances (collectively, the "Security") shall be delivered to BMO prior to any advance of funds, in form and substance acceptable to BMO and its solicitors, acting reasonably:

1. Insurance on a "Fire and Extended Coverage" or "All Risks" basis must be arranged (with satisfactory evidence thereof delivered to BMO) satisfactory to BMO for the full insurable or replacement value with loss payable to BMO. The policy is to contain the Standard Mortgage Clause. A copy of the policy is to be provided - HELD
2. \$2,858,890.00 Corporate guarantee from 1943969 ALBERTA LTD. - HELD
3. \$2,000,000.00 Personal guarantee from VERA PAYNE, DARRELL PAYNE - HELD
4. \$1,000,000.00 Personal guarantee from BRETT PAYNE - HELD
5. Registered first-ranking All Indebtedness/Collateral Mortgage in the amount of \$2,775,000.00 registered over Plan 7620533 Block 19 Lot 1 (the "Mortgaged Property") with appropriate enabling resolutions and documentation - HELD
6. Registered General Security Agreement ("GSA")/Moveable Hypothec ("Hypothec") providing BMO with a security interest/hypothec over all present and after-acquired personal/movable property of the Borrower with a First ranking for Inventory/Warehouse Receipts, Automobiles and Trucks, Machinery and Equipment, CDN Accounts Receivable - HELD

Any other documents, instruments or agreements as may be required by BMO, acting reasonably

Reporting Requirements:

Annual	Annual Review Engagement F/S for borrower and Annual F/S for corporate guarantor to be provided within 120 days of year end. Up-dated PNW from all personal guarantors with asset verification Up-dated A/R and A/P listings on an annual basis. Verification of Paid Property taxes and Verification of Property Value i.e. Current Tax Assessment
---------------	--

A \$100 per month fee will be applied for non compliance with reporting requirements. The application of this

fee does not waive the default condition.

Prompt notification of management letters, default notices, litigation, and any other material events

Satisfactory evidence that all taxes (including, without limitation, GST, HST, sales tax, withholdings, etc.) have been paid to date

Representations and Warranties:

The Borrower and each Guarantor, as applicable, makes the representations and warranties set out in Schedule B. All representations and warranties of the Borrower and any Guarantor, in addition to any representation or warranty provided in any document executed in connection with a Facility or any Security, shall be true and correct on the date of this Letter of Agreement and on the date of any Advance under a Facility.

Noteless Advances:

The Borrower acknowledges that the actual recording of the amount of any advance or repayment thereof under the Facilities, and interest, fees and other amounts due in connection with the Facilities, in an account of the Borrower maintained by BMO, shall constitute *prima facie* evidence of the Borrower's indebtedness and liability from time to time under the Facilities; provided that the obligation of the Borrower to pay or repay any indebtedness and liability in accordance with the terms and conditions of the Facilities set out in this Letter of Agreement shall not be affected by the failure of BMO to make such recording. The Borrower also hereby acknowledges being indebted to BMO for principal amounts shown as outstanding from time to time in BMO's account records, and all accrued and unpaid interest in respect thereto, which principal and interest the Borrower hereby undertakes to pay to BMO in accordance with the terms and conditions applicable to the Facilities as set out in this Letter of Agreement.

Fees:

All costs and expense incurred by BMO in connection with this Letter of Agreement and the Facilities (including without limitation all legal, appraisal and consulting fees), and the enforcement of the Security are for the account of the Borrower.

A one-time fee ("Fee") of \$500.00 is payable by the Borrower to BMO upon acceptance of this Letter of Agreement. This fee is deemed to be earned by BMO upon acceptance of this Letter of Agreement, to compensate for time, effort and expense incurred by BMO in authorizing these Facilities.

A one-time fee ("Fee") of \$500.00 for covenant breach in fiscal year 2018 is payable by the Borrower to BMO upon acceptance of this Letter of Agreement.

Credit renewal fees will be payable as advised by BMO annually; at the date of this letter such fees are estimated to be \$2,500.00.

All fees payable under this Letter of Agreement shall be paid to BMO on the dates due, in immediately available funds. Fees paid shall not be refundable except in the case of manifest error in the calculation of any fee payment.

Banking Services:

The Borrower shall maintain its bank accounts, solely with BMO.

Treasury & Payment Solutions:

BMO will provide Non-Credit and treasury & payment solutions to the Borrower. A Treasury & Payment Specialist will contact the Borrower to implement BMO's On-Line Banking for Business platform (OLBB) and discuss additional treasury & payment features such as Electronic Funds Transfer (EFT), Wire Payments, BMO DepositEdge® and Moneris® Payment Processing Solutions. BMO's objective is to provide a package of services that are tailored to meet both the current and future needs of the Borrower in a cost efficient operating environment.

Commercial Loan Insurance Plan:

You understand that unless you submit an Application for Commercial Loan Insurance Plan ("Application"), and it has been approved by Canada Life as the insurer, you will not be covered under the Commercial Loan Insurance Plan for any facilities under this Letter of Agreement and would be ineligible to submit a claim should you undergo an insurable event.

Counterparts; Electronic Transmissions:

This agreement may be executed in any number of counterparts with the same effect as if all parties hereto had all signed the same document. Any counterpart of this Agreement may be executed and circulated by facsimile, PDF or other electronic means and any counterpart executed and circulated in such a manner shall be deemed to be an original counterpart of this Agreement. All counterparts shall be construed together and shall constitute one and the same original agreement.

Governing Law:

Alberta and the federal laws of Canada applicable therein.

Schedules:

The following Schedules are attached to and form part of this letter of agreement:

Schedule A – Covenants

Schedule B – Representations and Warranties

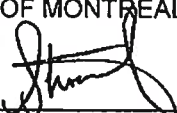
Schedule C – Conditions Precedent to Advances

BMO's Legal Counsel: N/A

In accepting this Letter of Agreement you acknowledge that if, in the opinion of BMO, a material adverse change in risk occurs including, without limitation, any material adverse change in the financial condition, business, property or prospects of the Borrower or any Guarantor, the rights and remedies of BMO, or the ability of the Borrower or any Guarantor to perform its obligations to BMO, any obligation to advance some or all of the above Facilities may be withdrawn or cancelled.

Please indicate your acceptance of the terms and conditions hereof by signing and returning one copy of this Letter of Agreement (and making payment of the above noted fee, if applicable) to BMO no later than November 7, 2018]. If your acceptance of this Letter of Agreement is not received by BMO by that date, BMO shall not be required to proceed with any of the Facilities.

Yours truly,
BANK OF MONTREAL

By: 
Name: SHOAIB SYED
Title: Relationship Manager

Accepted and agreed to this 31st day of OCTOBER, 2018

BORROWER(S)

608772 ALBERTA LTD
(Name of Entity)

If signed by corporation or other entity (e.g. partnership):

Signature: 

Name: Brett Payne

Title: OWNER

If signed by individual (i.e. natural person) borrower (e.g. sole proprietor):

Witness: _____ Signature: _____

Name: _____ Name: _____

Title: _____

GUARANTOR(S)

VERA PAYNE
(Name of Entity)

If signed by corporate guarantor:

Signature: _____ Signature: _____

Name: _____ Name: _____

Title: _____ Title: _____

If signed by personal guarantor:

Witness: [Signature] Signature: Vera Payne

Name: SHOAB SYED Name: VERA PAYNE

DARRELL PAYNE
(Name of Entity)

If signed by corporate guarantor:

Signature: _____ Signature: _____

Name: _____ Name: _____

Title: _____ Title: _____

If signed by personal guarantor:

Witness: [Signature] Signature: Darrell Payne

Name: SHOAB SYED Name: Darrell Payne

BRETT PAYNE
(Name of Entity)

If signed by corporate guarantor:

Signature: _____ Signature: _____

Name: _____ Name: _____

Title: _____ Title: _____

If signed by personal guarantor:

Witness: [Signature] Signature: Brett Payne

Name: SHOAB SYED Name: Brett Payne

1943969 ALBERTA LTD.
(Name of Entity)

If signed by corporate guarantor:

Signature: Brett Payne Signature: _____

Name: Brett Payne Name: _____

Title: OWNER Title: _____

If signed by personal guarantor:

Witness: _____ Signature: _____

Name: _____ Name: _____

SCHEDULE ACOVENANTS

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

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

SCHEDULE B
REPRESENTATIONS AND WARRANTIES

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

SCHEDULE CCONDITIONS PRECEDENT TO ADVANCES

1. Evidence of corporate (or other) status and authority
2. Completion and registration (as applicable) of all Security (defined herein) and other supporting documents
3. Completion of all facility documentation and account agreements and authorities, as applicable
4. Compliance with all representations and warranties contained herein
5. Compliance with all covenants (financial and non-financial) contained herein
6. No Event of Default (defined herein) shall have occurred and be continuing
7. Compliance with all laws (including environmental)
8. Payment of all fees and expenses
9. Receipt of all necessary material governmental, regulatory and other third party approvals including environmental approvals and certificates
10. Satisfactory due diligence (including, without limitation, anti-money laundering, proceeds of crime and "know your customer" requirements and procedures, environmental and insurance due diligence)
11. Repayment of all existing indebtedness (excluding permitted indebtedness), as applicable.
12. Satisfactory review of material contracts, as applicable
13. Satisfactory review by BMO (or, at BMO's option and the Borrower's expense, an insurance consultant) of insurance policies issued to the Borrower(s) and/or the Guarantor(s) and compliance with any changes required to satisfy BMO's insurance requirements
14. Disclosure of all material contingent obligations
15. Confirmation that no shares of the Borrower held by the principal shareholders have been pledged as security for any financial or other indebtedness
16. Corporate taxes of the Borrower and corporate/personal taxes of the Guarantor(s) are to be confirmed current and up-to-date
17. Satisfactory evidence that all other taxes payable by the Borrower and Guarantor(s) (including, without limitation, GST, HST, sales tax, and withholdings) have been paid to date
18. No material judgments or material legal action initiated against the Borrower and/or any Guarantor(s)
19. Any other document or action which BMO may reasonably require

This is Exhibit "D" referred to in the Affidavit of Michelle Madriga
sworn before me this 23rd day of March, 2022.



A Commissioner for Oaths in and for the Province of Alberta

Nathan A. Stewart
Barrister & Solicitor

Guarantee for Indebtedness of an Incorporated Company

To BANK OF MONTREAL:

IN CONSIDERATION of Bank of Montreal (the "Bank") dealing with 608772 ALBERTA LTD (the "Customer"), the undersigned hereby jointly and severally (solidarily in the Province of Québec) guarantees payment to the Bank of all present and future debts and liabilities in any currency, direct, indirect, contingent or otherwise, matured or not, including interest thereon, now or at any time, due or owing to the Bank from or by the Customer or by any successor of the Customer, whether arising from dealings between the Bank and the Customer or from other dealings or proceedings by which the Bank may be or become in any manner whatever a creditor of the Customer, wherever incurred and whether incurred by the Customer as principal or surety, alone or jointly with any other person, or otherwise howsoever. The liability of the undersigned (or each undersigned, if more than one), under this Guarantee, is limited to the aggregate amount of FIFTY THOUSAND CANADIAN Dollars \$50,000.00 plus interest thereon at a rate of 3.0 per cent per annum above the Bank's prime interest rate in effect from time to time, from and including the date of demand until payment, and legal or other costs, charges and expenses. The liability of the undersigned to make payment under this Guarantee shall arise immediately after demand for payment under this Guarantee has been made in writing by the Bank on the undersigned or any one of them, if more than one. The term "prime interest rate" means the floating annual rate of interest established from time to time by the Bank as the base rate it uses to determine rates of interest on Canadian dollar loans to customers in Canada and designated as Prime Rate.

IT IS AGREED that no change in the name, objects, capital stock, ownership, control or constitution of the Customer shall in any way affect the liability of the undersigned with respect to transactions occurring either before or after any such change. If the Customer amalgamates with one or more other corporations this Guarantee shall continue and apply to all debts and liabilities owing to the Bank by the corporation continuing from the amalgamation. The Bank shall not be required to inquire into or confirm the powers of the Customer or any of its directors or other agents acting or purporting to act on its behalf, and all amounts, liabilities, advances, renewals and credits in fact incurred, borrowed or obtained from the Bank shall be deemed to form part of the debts and liabilities hereby guaranteed, notwithstanding whether incurring such debts or liabilities exceeded the powers of the Customer or of its directors or agents, or was in any way irregular, defective or improper.

IT IS FURTHER AGREED that the undersigned shall be liable to the Bank in respect of all debts and liabilities, subject to the limitation, if any, set forth in the first paragraph of this Guarantee, stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, notwithstanding whether any such agreement or any provision thereof is invalid, void, illegal, or unenforceable and notwithstanding whether such agreement was properly completed, entered into or authorized. Subject to the limitation, if any, set forth in the first paragraph of this Guarantee, the undersigned shall indemnify and save the Bank harmless from any losses which may arise by virtue of any debts and liabilities stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, or any other agreement relating to any of the foregoing, being or becoming for any reason whatsoever in whole or in part (a) void, voidable, null, *ultra vires*, illegal, invalid, ineffective or otherwise unenforceable in accordance with its terms, or (b) released or discharged by operation of law (all of the foregoing being an "Indemnifiable Circumstance"). For greater certainty, the losses shall include the amount of all debts and liabilities owing to the Bank by the Customer which would have been payable by the Customer but for the Indemnifiable Circumstance. Nothing set out herein shall be interpreted as requiring any debts or liabilities which are hereby guaranteed to be documented by written agreement between the Bank and the Customer.

IT IS FURTHER AGREED that the Bank, without the consent of the undersigned and without exonerating in whole or in part the undersigned, may grant time, renewals, extensions, indulgences, releases and discharges to, may abstain from taking, perfecting or realizing upon security from, may release security to, may accept compositions from, and may otherwise change the terms of any of the debts and liabilities hereby guaranteed and otherwise deal with, the Customer and all other persons (including any other undersigned and any other guarantor) and security, as the Bank may see fit. No loss or diminution of any security received by the Bank from the Customer or others, whether the loss or diminution is due to the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this Guarantee. All dividends, compositions, and amounts received by the Bank from the Customer or from any other person or estate capable of being applied by the Bank in reduction of the debts and liabilities hereby guaranteed, shall be regarded for all purposes as payments in gross, and the Bank shall be entitled to prove against the estate of the Customer upon any insolvency or winding-up in respect of the whole of said debts and liabilities, and the undersigned shall have no right to be subrogated to the Bank in respect of any such proof until the Bank has received from such estate payment in full of its claim with interest.

AND IT IS FURTHER AGREED that this shall be a continuing guarantee, and shall guarantee any ultimate balance owing to the Bank, including all costs, charges and expenses which the Bank may incur in enforcing or obtaining payment of amounts due to the Bank from the Customer either alone or in conjunction with any other person or otherwise howsoever, or attempting to do so. The Bank shall not be obliged to seek recourse against the Customer or any other person or realize upon any security it may hold before being entitled to payment from the undersigned of all debts and liabilities hereby guaranteed. The undersigned hereby renounces the benefits of discussion and division. The undersigned renounces claiming or setting up against the Bank any right which such undersigned may have to be subrogated in any of the rights, hypothecs, privileges and other security held from time to time by the Bank. The undersigned may terminate the further liability of such terminating party under this continuing Guarantee by providing ninety days' prior written notice to be given to the Bank. The liability of such terminating party shall continue under this Guarantee during such 90-day period, notwithstanding the death or insanity of such terminating party. After the expiry of such 90-day period, the terminating party shall be released from this Guarantee with respect to debts and liabilities arising after the expiry of such 90-day period but shall remain liable under this Guarantee in respect of all debts and liabilities owing to the Bank prior to the expiry of such 90-day period and also in respect of any contingent or future liabilities incurred to or by the Bank on or before such date which mature thereafter. Termination by the undersigned or the executors, liquidators, administrators or legal representatives of such undersigned shall not terminate the liability hereunder of any other undersigned. If after such termination any payment from the Customer must be returned to the Customer, or any successor or representative of the Customer, for any reason (including the designation of such payment as a mistake or as a preference following the bankruptcy of the Customer), then this

Guarantee shall continue after the termination as if such payment had not been made. A written statement from any manager or acting manager of the Bank purporting to show the amount at any particular time due and payable to the Bank, and guaranteed by this Guarantee, shall be conclusive evidence as against the undersigned that such amount is at such time so due and payable to the Bank and is guaranteed hereby. Each of the executors, liquidators, administrators and legal representatives of the undersigned shall immediately give notice in writing to the Bank of the death of such undersigned.

Insert name of Canadian Province in which Customer's account with the Bank is kept at the time Guarantee is given

THIS CONTRACT shall be construed in accordance with the laws of the Province of ALBERTA and for the purpose of legal proceedings this contract shall be deemed to have been made in the said province and to be performed there, and the courts of that province shall have non-exclusive jurisdiction over all disputes which may arise under this contract, provided always that nothing herein contained shall prevent the Bank from proceeding at its election against the undersigned in the courts of any other province or country.

IF ANY PROVISION of this Guarantee is determined to be unenforceable, prohibited, invalid or illegal, it shall be severed from this Guarantee solely to the extent of such unenforceability, prohibition, invalidity or illegality and the remainder of such provision and the remainder of this Guarantee shall be unaffected thereby. The liability of the undersigned under this Guarantee shall not be terminated if this Guarantee is held to be unenforceable against any other undersigned.

ALL DEBTS AND LIABILITIES present and future of the Customer to the undersigned are hereby assigned (to the extent permitted by applicable law) to the Bank and postponed to the debts and liabilities of the Customer to the Bank and all such amounts paid to the undersigned or its assigns shall be received on behalf of and in trust for the Bank and shall immediately be paid over to the Bank. Any request by the undersigned to the Bank for useful information respecting the content and the terms and conditions of the debts and liabilities of the Customers hereby guaranteed or the progress made in their performance, shall be made in writing by such undersigned to the Bank.

THE UNDERSIGNED acknowledges that this Guarantee has been delivered free of any conditions and that no representations have been made to the undersigned affecting the liability of the undersigned under this Guarantee save as may be specifically embodied herein and agrees that this Guarantee is in addition to and not in substitution for any other guarantees now or subsequently held by the Bank.

THE UNDERSIGNED represents and warrants that (i) it fully understands the provisions of this Guarantee and its obligations hereunder; (ii) it has been afforded the opportunity to engage independent legal counsel, at its own expense, to explain the provisions of this Guarantee and its obligations hereunder; and (iii) it has either engaged legal counsel in connection with its execution of this Guarantee or has decided, at its sole discretion, not to do so.

THE UNDERSIGNED agrees, without limitation of the rights of the Bank under applicable law, that the Bank may apply any amounts owing to, or sum standing to the credit of, the undersigned with any office, branch, subsidiary or affiliate of the Bank to the payment when due of any amount owing by the undersigned hereunder. For this purpose, the Bank may convert any such amount or sum into the currency of the amount owing hereunder at a rate of exchange at which the Bank could purchase the relevant currency on the relevant date acting in good faith.

THIS GUARANTEE shall remain in effect notwithstanding any change in the circumstances having led the undersigned to execute this Guarantee and notwithstanding the termination of or a change in the office or duties of such undersigned or in any relationship between such undersigned and the Customer.

THE UNDERSIGNED acknowledges and agrees that the Bank may make a claim or demand payment hereunder notwithstanding any limitation period regarding such claim or demand set forth in the *Limitations Act, 2002* (Ontario) or under any other applicable law with similar effect and, to the maximum extent permitted by applicable law, any limitations periods set forth in such act or applicable law are hereby explicitly excluded or, if excluding such limitations periods is not permitted by such act or applicable law, are hereby extended to the maximum limitation period permitted by such act or applicable law. For greater certainty, the undersigned acknowledges and agrees that this Guarantee is a "business agreement" as defined under Section 22 of the *Limitations Act, 2002* (Ontario).


IN THIS GUARANTEE, unless the context otherwise requires, references to the undersigned shall be interpreted as referring to each of the undersigned if there is more than one undersigned.


It is the express wish of the parties hereto that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

This clause applies to the Province of Québec only

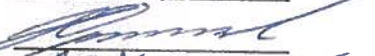
DATED as of June 3, 2012, 2012.


Witness
Name


AC Yurmanov


Name: DARRELL PAYNE

Witness
Name


AC Yurmanov


Name: VERA PAYNE

® Registered trade-marks of Bank of Montreal

**CERTIFICATE OF NOTARY PUBLIC
(FOR USE IN THE PROVINCE OF ALBERTA ONLY)**

I hereby certify that:

1. DARRELL PAYNE of FORT MCMURRAY in the Province of ALBERTA, the guarantor in the guarantee dated June 1/2012 made between DARRELL PAYNE AND VERA PAYNE and BANK OF MONTREAL which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;

2. I satisfied myself by examination of him/her that he/she is aware of the contents of the guarantee and understands it.

Given at Ft McMurray AB this 1st day of June, 2012

under my hand and seal of office.




A Notary Public in and for

STATEMENT OF GUARANTOR

ANDREY C. YURMANOV
Barrister & Solicitor
Commissioner for Oaths and
Notary Public in and for
the Province of Alberta

I am the person named in this certificate

Prod. 2245239 Form LF 305 (02/03)


Signature of Guarantor

**CERTIFICATE OF NOTARY PUBLIC
(FOR USE IN THE PROVINCE OF ALBERTA ONLY)**

I hereby certify that:

1. VERA PAYNE of FORT MCMURRAY in the Province of ALBERTA, the guarantor in the guarantee dated June 1/2012 made between DARRELL PAYNE AND VERA PAYNE and BANK OF MONTREAL which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;

2. I satisfied myself by examination of him/her that he/she is aware of the contents of the guarantee and understands it.

Given at Ft McMurray AB this 1st day of June, 2012

under my hand and seal of office.




A Notary Public in and for

STATEMENT OF GUARANTOR

ANDREY C. YURMANOV
Barrister & Solicitor
Commissioner for Oaths and
Notary Public in and for
the Province of Alberta

I am the person named in this certificate

Prod. 2245239 Form LF 305 (02/03)


Signature of Guarantor

This is Exhibit "E" referred to in the Affidavit of Michelle Madrigga
sworn before me this 23rd day of March, 2022.



A Commissioner for Oaths in and for the Province of Alberta

Nathan A. Stewart
Barrister & Solicitor

Guarantee for Indebtedness of an Incorporated Company

To BANK OF MONTREAL:

IN CONSIDERATION of Bank of Montreal (the "Bank") dealing with 608772 Alberta Ltd O/A Birchwood Auto Body (the "Customer"), the undersigned hereby jointly and severally (solidarily in the Province of Québec) guarantees payment to the Bank of all present and future debts and liabilities in any currency, direct, indirect, contingent or otherwise, matured or not, including interest thereon, now or at any time, due or owing to the Bank from or by the Customer or by any successor of the Customer, whether arising from dealings between the Bank and the Customer or from other dealings or proceedings by which the Bank may be or become in any manner whatever a creditor of the Customer, wherever incurred and whether incurred by the Customer as principal or surety, alone or jointly with any other person, or otherwise howsoever. The liability of the undersigned (or each undersigned, if more than one), under this Guarantee, is limited to the aggregate amount of One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00) plus interest thereon at a rate of 3.00 per cent per annum above the Bank's prime interest rate in effect from time to time, from and including the date of demand until payment, and legal or other costs, charges and expenses. The liability of the undersigned to make payment under this Guarantee shall arise immediately after demand for payment under this Guarantee has been made in writing by the Bank on the undersigned or any one of them, if more than one. The term "prime interest rate" means the floating annual rate of interest established from time to time by the Bank as the base rate it uses to determine rates of interest on Canadian dollar loans to customers in Canada and designated as Prime Rate.

IT IS AGREED that no change in the name, objects, capital stock, ownership, control or constitution of the Customer shall in any way affect the liability of the undersigned with respect to transactions occurring either before or after any such change. If the Customer amalgamates with one or more other corporations this Guarantee shall continue and apply to all debts and liabilities owing to the Bank by the corporation continuing from the amalgamation. The Bank shall not be required to inquire into or confirm the powers of the Customer or any of its directors or other agents acting or purporting to act on its behalf, and all amounts, liabilities, advances, renewals and credits in fact incurred, borrowed or obtained from the Bank shall be deemed to form part of the debts and liabilities hereby guaranteed, notwithstanding whether incurring such debts or liabilities exceeded the powers of the Customer or of its directors or agents, or was in any way irregular, defective or improper.

IT IS FURTHER AGREED that the undersigned shall be liable to the Bank in respect of all debts and liabilities, subject to the limitation, if any, set forth in the first paragraph of this Guarantee, stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, notwithstanding whether any such agreement or any provision thereof is invalid, void, illegal, or unenforceable and notwithstanding whether such agreement was properly completed, entered into or authorized. Subject to the limitation, if any, set forth in the first paragraph of this Guarantee, the undersigned shall indemnify and save the Bank harmless from any losses which may arise by virtue of any debts and liabilities stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, or any other agreement relating to any of the foregoing, being or becoming for any reason whatsoever in whole or in part (a) void, voidable, null, *ultra vires*, illegal, invalid, ineffective or otherwise unenforceable in accordance with its terms, or (b) released or discharged by operation of law (all of the foregoing being an "Indemnifiable Circumstance"). For greater certainty, the losses shall include the amount of all debts and liabilities owing to the Bank by the Customer which would have been payable by the Customer but for the Indemnifiable Circumstance. Nothing set out herein shall be interpreted as requiring any debts or liabilities which are hereby guaranteed to be documented by written agreement between the Bank and the Customer.

IT IS FURTHER AGREED that the Bank, without the consent of the undersigned and without exonerating in whole or in part the undersigned, may grant time, renewals, extensions, indulgences, releases and discharges to, may abstain from taking, perfecting or realizing upon security from, may release security to, may accept compositions from, and may otherwise change the terms of any of the debts and liabilities hereby guaranteed and otherwise deal with, the Customer and all other persons (including any other undersigned and any other guarantor) and security, as the Bank may see fit. No loss or diminution of any security received by the Bank from the Customer or others, whether the loss or diminution is due to the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this Guarantee. All dividends, compositions, and amounts received by the Bank from the Customer or from any other person or estate capable of being applied by the Bank in reduction of the debts and liabilities hereby guaranteed, shall be regarded for all purposes as payments in gross, and the Bank shall be entitled to prove against the estate of the Customer upon any insolvency or winding-up in respect of the whole of said debts and liabilities, and the undersigned shall have no right to be subrogated to the Bank in respect of any such proof until the Bank has received from such estate payment in full of its claim with interest.

AND IT IS FURTHER AGREED that this shall be a continuing guarantee, and shall guarantee any ultimate balance owing to the Bank, including all costs, charges and expenses which the Bank may incur in enforcing or obtaining payment of amounts due to the Bank from the Customer either alone or in conjunction with any other person or otherwise howsoever, or attempting to do so. The Bank shall not be obliged to seek recourse against the Customer or any other person or realize upon any security it may hold before being entitled to payment from the undersigned of all debts and liabilities hereby guaranteed. The undersigned hereby renounces the benefits of discussion and division. The undersigned renounces claiming or setting up against the Bank any right which such undersigned may have to be subrogated in any of the rights, hypothecs, privileges and other security held from time to time by the Bank. The undersigned may terminate the further liability of such terminating party under this continuing Guarantee by providing ninety days' prior written notice to be given to the Bank. The liability of such terminating party shall continue under this Guarantee during such 90-day period, notwithstanding the death or insanity of such terminating party. After the expiry of such 90-day period, the terminating party shall be released from this Guarantee with respect to debts and liabilities arising after the expiry of such 90-day period but shall remain liable under this Guarantee in respect of all debts and liabilities owing to the Bank prior to the expiry of such 90-day period and also in respect of any contingent or future liabilities incurred to or by the Bank on or before such date which mature thereafter. Termination by the undersigned or the executors, liquidators, administrators or legal representatives of such undersigned shall not terminate the liability hereunder of any other undersigned. If after such termination any payment from the Customer must be returned to the Customer, or any successor or representative of the Customer, for any reason (including the designation of such payment as a mistake or as a preference following the bankruptcy of the Customer), then this

Guarantee shall continue after the termination as if such payment had not been made. A written statement from any manager or acting manager of the Bank purporting to show the amount at any particular time due and payable to the Bank, and guaranteed by this Guarantee, shall be conclusive evidence as against the undersigned that such amount is at such time so due and payable to the Bank and is guaranteed hereby. Each of the executors, liquidators, administrators and legal representatives of the undersigned shall immediately give notice in writing to the Bank of the death of such undersigned.

Insert name of Canadian Province in which Customers account with the Bank is kept at the time Guarantee is given

THIS CONTRACT shall be construed in accordance with the laws of the Province of Alberta and for the purpose of legal proceedings this contract shall be deemed to have been made in the said province and to be performed there, and the courts of that province shall have non-exclusive jurisdiction over all disputes which may arise under this contract, provided always that nothing herein contained shall prevent the Bank from proceeding at its election against the undersigned in the courts of any other province or country.

IF ANY PROVISION of this Guarantee is determined to be unenforceable, prohibited, invalid or illegal, it shall be severed from this Guarantee solely to the extent of such unenforceability, prohibition, invalidity or illegality and the remainder of such provision and the remainder of this Guarantee shall be unaffected thereby. The liability of the undersigned under this Guarantee shall not be terminated if this Guarantee is held to be unenforceable against any other undersigned.

ALL DEBTS AND LIABILITIES present and future of the Customer to the undersigned are hereby assigned (to the extent permitted by applicable law) to the Bank and postponed to the debts and liabilities of the Customer to the Bank and all such amounts paid to the undersigned or its assigns shall be received on behalf of and in trust for the Bank and shall immediately be paid over to the Bank. Any request by the undersigned to the Bank for useful information respecting the content and the terms and conditions of the debts and liabilities of the Customers hereby guaranteed or the progress made in their performance, shall be made in writing by such undersigned to the Bank.

THE UNDERSIGNED acknowledges that this Guarantee has been delivered free of any conditions and that no representations have been made to the undersigned affecting the liability of the undersigned under this Guarantee save as may be specifically embodied herein and agrees that this Guarantee is in addition to and not in substitution for any other guarantees now or subsequently held by the Bank.

THE UNDERSIGNED represents and warrants that (i) it fully understands the provisions of this Guarantee and its obligations hereunder; (ii) it has been afforded the opportunity to engage independent legal counsel, at its own expense, to explain the provisions of this Guarantee and its obligations hereunder; and (iii) it has either engaged legal counsel in connection with its execution of this Guarantee or has decided, at its sole discretion, not to do so.

THE UNDERSIGNED agrees, without limitation of the rights of the Bank under applicable law, that the Bank may apply any amounts owing to, or sum standing to the credit of, the undersigned with any office, branch, subsidiary or affiliate of the Bank to the payment when due of any amount owing by the undersigned hereunder. For this purpose, the Bank may convert any such amount or sum into the currency of the amount owing hereunder at a rate of exchange at which the Bank could purchase the relevant currency on the relevant date acting in good faith.

THIS GUARANTEE shall remain in effect notwithstanding any change in the circumstances having led the undersigned to execute this Guarantee and notwithstanding the termination of or a change in the office or duties of such undersigned or in any relationship between such undersigned and the Customer.

THE UNDERSIGNED acknowledges and agrees that the Bank may make a claim or demand payment hereunder notwithstanding any limitation period regarding such claim or demand set forth in the Limitations Act, 2002 (Ontario) or under any other applicable law with similar effect and, to the maximum extent permitted by applicable law, any limitations periods set forth in such act or applicable law are hereby explicitly excluded or, if excluding such limitations periods is not permitted by such act or applicable law, are hereby extended to the maximum limitation period permitted by such act or applicable law. For greater certainty, the undersigned acknowledges and agrees that this Guarantee is a "business agreement" as defined under Section 22 of the Limitations Act, 2002 (Ontario).

IN THIS GUARANTEE, unless the context otherwise requires, references to the undersigned shall be interpreted as referring to each of the undersigned if there is more than one undersigned.

It is the express wish of the parties hereto that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

This clause applies to the Province of Québec only

DATED as of April 2, 2013.

Witness Name

[Signature]

Darrell Payne
Name: Darrell Payne

Witness Name

[Signature]

Vera Payne
Name: Vera Payne

J. RYAN TAITINGER
Barristers & Solicitors
Commissioner for Oaths and
Notary Public in and for
the Province of Alberta

® Registered trade-marks of Bank of Montreal

CERTIFICATE OF NOTARY PUBLIC (FOR USE IN THE PROVINCE OF ALBERTA ONLY)

I hereby certify that:

- 1. Darrell Payne of Fort McMurray in the Province of Alberta, the guarantor in the guarantee dated April 2 made between Darell Payne & Vera Payne and Bank of Montreal which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;
2. I satisfied myself by examination of him/her that he/she is aware of the contents of the guarantee and understands it

Given at Fort McMurray this 2 day of April 2013 under my hand and seal of office.



J. RYAN TAITINGER Barristers & Solicitors Commissioner for Oaths and Notary Public in the Province of Alberta

Handwritten signature of J. Ryan Taitinger

STATEMENT OF GUARANTOR

I am the person named in this certificate

Prod. 2245239 Form LF 305 (02/03)

Handwritten signature of Darrell Payne, Signature of Guarantor

CERTIFICATE OF NOTARY PUBLIC (FOR USE IN THE PROVINCE OF ALBERTA ONLY)

I hereby certify that:

- 1. Vera Payne of Fort McMurray in the Province of Alberta, the guarantor in the guarantee dated April 2, 2013 made between Vera Payne & Darrell Payne and Bank of Montreal which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;
2. I satisfied myself by examination of him/her that he/she is aware of the contents of the guarantee and understands it

Given at Fort McMurray this 2 day of April 2013 under my hand and seal of office.



J. RYAN TAITINGER Barristers & Solicitors Commissioner for Oaths and Notary Public in the Province of Alberta

Handwritten signature of J. Ryan Taitinger

STATEMENT OF GUARANTOR

I am the person named in this certificate

Prod. 2245239 Form LF 305 (02/03)

Handwritten signature of Vera Payne, Signature of Guarantor

This is Exhibit "F" referred to in the Affidavit of Michelle Madrigga
sworn before me this 23rd day of March, 2022.



A Commissioner for Oaths in and for the Province of Alberta

Nathan A. Stewart
Barrister & Solicitor

Guarantee for Indebtedness of an Incorporated Company

To BANK OF MONTREAL:

IN CONSIDERATION of Bank of Montreal (the "Bank") dealing with 608772 ALBERTA LTD. (the "Customer"), the undersigned hereby jointly and severally (solidarily in the Province of Québec) guarantees payment to the Bank of all present and future debts and liabilities in any currency, direct, indirect, contingent or otherwise, matured or not, including interest thereon, now or at any time, due or owing to the Bank from or by the Customer or by any successor of the Customer, whether arising from dealings between the Bank and the Customer or from other dealings or proceedings by which the Bank may be or become in any manner whatever a creditor of the Customer, wherever incurred and whether incurred by the Customer as principal or surety, alone or jointly with any other person, or otherwise howsoever. The liability of the undersigned (or each undersigned, if more than one), under this Guarantee, is limited to the aggregate amount of TWO MILLION Dollars (\$2,000,000.00) plus interest thereon at a rate of FOUR (4.00%) per cent per annum above the Bank's prime interest rate in effect from time to time, from and including the date of demand until payment, and legal or other costs, charges and expenses. The liability of the undersigned to make payment under this Guarantee shall arise immediately after demand for payment under this Guarantee has been made in writing by the Bank on the undersigned or any one of them, if more than one. The term "prime interest rate" means the floating annual rate of interest established from time to time by the Bank as the base rate it uses to determine rates of interest on Canadian dollar loans to customers in Canada and designated as Prime Rate.

IT IS AGREED that no change in the name, objects, capital stock, ownership, control or constitution of the Customer shall in any way affect the liability of the undersigned with respect to transactions occurring either before or after any such change. If the Customer amalgamates with one or more other corporations this Guarantee shall continue and apply to all debts and liabilities owing to the Bank by the corporation continuing from the amalgamation. The Bank shall not be required to inquire into or confirm the powers of the Customer or any of its directors or other agents acting or purporting to act on its behalf, and all amounts, liabilities, advances, renewals and credits in fact incurred, borrowed or obtained from the Bank shall be deemed to form part of the debts and liabilities hereby guaranteed, notwithstanding whether incurring such debts or liabilities exceeded the powers of the Customer or of its directors or agents, or was in any way irregular, defective or improper.

IT IS FURTHER AGREED that the undersigned shall be liable to the Bank in respect of all debts and liabilities, subject to the limitation, if any, set forth in the first paragraph of this Guarantee, stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, notwithstanding whether any such agreement or any provision thereof is invalid, void, illegal, or unenforceable and notwithstanding whether such agreement was properly completed, entered into or authorized. Subject to the limitation, if any, set forth in the first paragraph of this Guarantee, the undersigned shall indemnify and save the Bank harmless from any losses which may arise by virtue of any debts and liabilities stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, or any other agreement relating to any of the foregoing, being or becoming for any reason whatsoever in whole or in part (a) void, voidable, null, *ultra vires*, illegal, invalid, ineffective or otherwise unenforceable in accordance with its terms, or (b) released or discharged by operation of law (all of the foregoing being an "Indemnifiable Circumstance"). For greater certainty, the losses shall include the amount of all debts and liabilities owing to the Bank by the Customer which would have been payable by the Customer but for the Indemnifiable Circumstance. Nothing set out herein shall be interpreted as requiring any debts or liabilities which are hereby guaranteed to be documented by written agreement between the Bank and the Customer.

IT IS FURTHER AGREED that the Bank, without the consent of the undersigned and without exonerating in whole or in part the undersigned, may grant time, renewals, extensions, indulgences, releases and discharges to, may abstain from taking, perfecting or realizing upon security from, may release security to, may accept compositions from, and may otherwise change the terms of any of the debts and liabilities hereby guaranteed and otherwise deal with, the Customer and all other persons (including any other undersigned and any other guarantor) and security, as the Bank may see fit. No loss or diminution of any security received by the Bank from the Customer or others, whether the loss or diminution is due to the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this Guarantee. All dividends, compositions, and amounts received by the Bank from the Customer or from any other person or estate capable of being applied by the Bank in reduction of the debts and liabilities hereby guaranteed, shall be regarded for all purposes as payments in gross, and the Bank shall be entitled to prove against the estate of the Customer upon any insolvency or winding-up in respect of the whole of said debts and liabilities, and the undersigned shall have no right to be subrogated to the Bank in respect of any such proof until the Bank has received from such estate payment in full of its claim with interest.

AND IT IS FURTHER AGREED that this shall be a continuing guarantee, and shall guarantee any ultimate balance owing to the Bank, including all costs, charges and expenses which the Bank may incur in enforcing or obtaining payment of amounts due to the Bank from the Customer either alone or in conjunction with any other person or otherwise howsoever, or attempting to do so. The Bank shall not be obliged to seek recourse against the Customer or any other person or realize upon any security it may hold before being entitled to payment from the undersigned of all debts and liabilities hereby guaranteed. The undersigned hereby renounces the benefits of discussion and division. The undersigned renounces claiming or setting up against the Bank any right which such undersigned may have to be subrogated in any of the rights, hypothecs, privileges and other security held from time to time by the Bank. The undersigned may terminate the further liability of such terminating party under this continuing Guarantee by providing ninety days' prior written notice to be given to the Bank. The liability of such terminating party shall continue under this Guarantee during such 90-day period, notwithstanding the death or insanity of such terminating party. After the expiry of such 90-day period, the terminating party shall be released from this Guarantee with respect to debts and liabilities arising after the expiry of such 90-day period but shall remain liable under this Guarantee in respect of all debts and liabilities owing to the Bank prior to the expiry of such 90-day period and also in respect of any contingent or future liabilities incurred to or by the Bank on or before such date which mature thereafter. Termination by the undersigned or the executors, liquidators, administrators or legal representatives of such undersigned shall not terminate the liability hereunder of any other undersigned. If after such termination any payment from the Customer must be returned to the Customer, or any successor or representative of the Customer, for any reason (including the designation of such payment as a mistake or as a preference following the bankruptcy of the Customer), then this

Guarantee shall continue after the termination as if such payment had not been made. A written statement from any manager or acting manager of the Bank purporting to show the amount at any particular time due and payable to the Bank, and guaranteed by this Guarantee, shall be conclusive evidence as against the undersigned that such amount is at such time so due and payable to the Bank and is guaranteed hereby. Each of the executors, liquidators, administrators and legal representatives of the undersigned shall immediately give notice in writing to the Bank of the death of such undersigned.

Insert name of Canadian Province in which Customer's account with the Bank is kept at the time Guarantee is given

THIS CONTRACT shall be construed in accordance with the laws of the Province of Alberta and for the purpose of legal proceedings this contract shall be deemed to have been made in the said province and to be performed there, and the courts of that province shall have non-exclusive jurisdiction over all disputes which may arise under this contract, provided always that nothing herein contained shall prevent the Bank from proceeding at its election against the undersigned in the courts of any other province or country.

IF ANY PROVISION of this Guarantee is determined to be unenforceable, prohibited, invalid or illegal, it shall be severed from this Guarantee solely to the extent of such unenforceability, prohibition, invalidity or illegality and the remainder of such provision and the remainder of this Guarantee shall be unaffected thereby. The liability of the undersigned under this Guarantee shall not be terminated if this Guarantee is held to be unenforceable against any other undersigned.

ALL DEBTS AND LIABILITIES present and future of the Customer to the undersigned are hereby assigned (to the extent permitted by applicable law) to the Bank and postponed to the debts and liabilities of the Customer to the Bank and all such amounts paid to the undersigned or its assigns shall be received on behalf of and in trust for the Bank and shall immediately be paid over to the Bank. Any request by the undersigned to the Bank for useful information respecting the content and the terms and conditions of the debts and liabilities of the Customers hereby guaranteed or the progress made in their performance, shall be made in writing by such undersigned to the Bank.

THE UNDERSIGNED acknowledges that this Guarantee has been delivered free of any conditions and that no representations have been made to the undersigned affecting the liability of the undersigned under this Guarantee save as may be specifically embodied herein and agrees that this Guarantee is in addition to and not in substitution for any other guarantees now or subsequently held by the Bank.

THE UNDERSIGNED represents and warrants that (i) it fully understands the provisions of this Guarantee and its obligations hereunder; (ii) it has been afforded the opportunity to engage independent legal counsel, at its own expense, to explain the provisions of this Guarantee and its obligations hereunder; and (iii) it has either engaged legal counsel in connection with its execution of this Guarantee or has decided, at its sole discretion, not to do so.

THE UNDERSIGNED agrees, without limitation of the rights of the Bank under applicable law, that the Bank may apply any amounts owing to, or sum standing to the credit of, the undersigned with any office, branch, subsidiary or affiliate of the Bank to the payment when due of any amount owing by the undersigned hereunder. For this purpose, the Bank may convert any such amount or sum into the currency of the amount owing hereunder at a rate of exchange at which the Bank could purchase the relevant currency on the relevant date acting in good faith.

THIS GUARANTEE shall remain in effect notwithstanding any change in the circumstances having led the undersigned to execute this Guarantee and notwithstanding the termination of or a change in the office or duties of such undersigned or in any relationship between such undersigned and the Customer.

THE UNDERSIGNED acknowledges and agrees that the Bank may make a claim or demand payment hereunder notwithstanding any limitation period regarding such claim or demand set forth in the Limitations Act, 2002 (Ontario) or under any other applicable law with similar effect and, to the maximum extent permitted by applicable law, any limitations periods set forth in such act or applicable law are hereby explicitly excluded or, if excluding such limitations periods is not permitted by such act or applicable law, are hereby extended to the maximum limitation period permitted by such act or applicable law. For greater certainty, the undersigned acknowledges and agrees that this Guarantee is a "business agreement" as defined under Section 22 of the Limitations Act, 2002 (Ontario).

IN THIS GUARANTEE, unless the context otherwise requires, references to the undersigned shall be interpreted as referring to each of the undersigned if there is more than one undersigned.

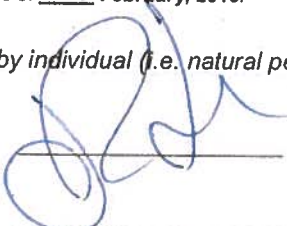
This clause applies to the Province of Québec only

It is the express wish of the parties hereto that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

DATED as of 19 February, 2016.

If signed by individual (i.e. natural person) borrower (e.g. sole proprietor):

Witness Name



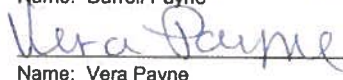
Name: Darrell Payne



Witness Name

JERROLD RYAN TAITINGER Q.C.
Barrister & Solicitor
Commissioner for Oaths and
Notary Public in and for
the Province of Alberta

Name: Vera Payne



® Registered trade-marks of Bank of Montreal

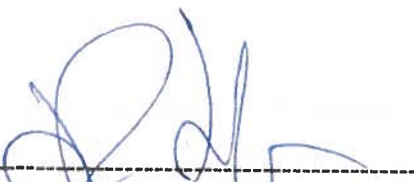
Guarantees Acknowledgment Act of Alberta (Section 3)

CERTIFICATE
(FOR USE IN THE PROVINCE OF ALBERTA ONLY)

I hereby certify that:

1. Vera Payne, the guarantor in the guarantee dated 19 February, 2016 made between Darrell Payne and Vera Payne and the Bank of Montreal, which this certificate is attached to or noted on, appeared in person before me and acknowledged that he/she had executed the guarantee.
2. I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

CERTIFIED by J. Ryan Taitinger, Barrister and Solicitor at the City of Fort McMurray, in the Province of Alberta, this 19 day of February, 2016.




Signature of Barrister and Solicitor

JERHOLD RYAN TAITINGER Q.C.
Barrister & Solicitor
Commissioner for Oaths and
Notary Public in and for
the Province of Alberta

STATEMENT OF GUARANTOR

I am the person named in this certificate.



Signature of Guarantor

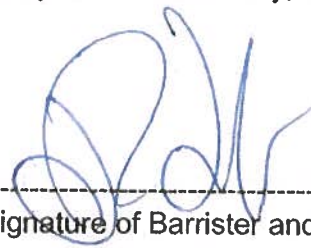
Guarantees Acknowledgment Act of Alberta (Section 3)

CERTIFICATE
(FOR USE IN THE PROVINCE OF ALBERTA ONLY)

I hereby certify that:

1. Darrell Payne, the guarantor in the guarantee dated 19 February, 2016 made between Darrell Payne and Vera Payne and the Bank of Montreal, which this certificate is attached to or noted on, appeared in person before me and acknowledged that he/she had executed the guarantee.
2. I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

CERTIFIED by J. Ryan Taitinger, Barrister and Solicitor at the City of Fort McMurray, in the Province of Alberta, this 19 day of February, 2016.

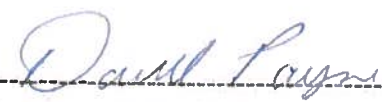


Signature of Barrister and Solicitor

JERROLD RYAN TAITINGER Q.C.
Barrister & Solicitor
Commissioner for Oaths and
Notary Public in and for
the Province of Alberta

STATEMENT OF GUARANTOR

I am the person named in this certificate.



Signature of Guarantor

This is Exhibit "G" referred to in the Affidavit of Michelle Madrigga
sworn before me this 23rd day of March, 2022.



A Commissioner for Oaths in and for the Province of Alberta

Nathan A. Stewart
Barrister & Solicitor

Guarantee for Indebtedness of an Incorporated Company

To BANK OF MONTREAL:

IN CONSIDERATION of Bank of Montreal (the "Bank") dealing with 608772 ALBERTA LTD. (the "Customer"), the undersigned hereby jointly and severally (solidarily in the Province of Québec) guarantees payment to the Bank of all present and future debts and liabilities in any currency, direct, indirect, contingent or otherwise, matured or not, including interest thereon, now or at any time, due or owing to the Bank from or by the Customer or by any successor of the Customer, whether arising from dealings between the Bank and the Customer or from other dealings or proceedings by which the Bank may be or become in any manner whatever a creditor of the Customer, wherever incurred and whether incurred by the Customer as principal or surety, alone or jointly with any other person, or otherwise howsoever. The liability of the undersigned (or each undersigned, if more than one), under this Guarantee, is limited to the aggregate amount of ONE MILLION Dollars (\$1,000,000.00) plus interest thereon at a rate of FOUR (4.00%) per cent per annum above the Bank's prime interest rate in effect from time to time, from and including the date of demand until payment, and legal or other costs, charges and expenses. The liability of the undersigned to make payment under this Guarantee shall arise immediately after demand for payment under this Guarantee has been made in writing by the Bank on the undersigned or any one of them, if more than one. The term "prime interest rate" means the floating annual rate of interest established from time to time by the Bank as the base rate it uses to determine rates of interest on Canadian dollar loans to customers in Canada and designated as Prime Rate.

IT IS AGREED that no change in the name, objects, capital stock, ownership, control or constitution of the Customer shall in any way affect the liability of the undersigned with respect to transactions occurring either before or after any such change. If the Customer amalgamates with one or more other corporations this Guarantee shall continue and apply to all debts and liabilities owing to the Bank by the corporation continuing from the amalgamation. The Bank shall not be required to inquire into or confirm the powers of the Customer or any of its directors or other agents acting or purporting to act on its behalf, and all amounts, liabilities, advances, renewals and credits in fact incurred, borrowed or obtained from the Bank shall be deemed to form part of the debts and liabilities hereby guaranteed, notwithstanding whether incurring such debts or liabilities exceeded the powers of the Customer or of its directors or agents, or was in any way irregular, defective or improper.

IT IS FURTHER AGREED that the undersigned shall be liable to the Bank in respect of all debts and liabilities, subject to the limitation, if any, set forth in the first paragraph of this Guarantee, stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, notwithstanding whether any such agreement or any provision thereof is invalid, void, illegal, or unenforceable and notwithstanding whether such agreement was properly completed, entered into or authorized. Subject to the limitation, if any, set forth in the first paragraph of this Guarantee, the undersigned shall indemnify and save the Bank harmless from any losses which may arise by virtue of any debts and liabilities stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, or any other agreement relating to any of the foregoing, being or becoming for any reason whatsoever in whole or in part (a) void, voidable, null, *ultra vires*, illegal, invalid, ineffective or otherwise unenforceable in accordance with its terms, or (b) released or discharged by operation of law (all of the foregoing being an "Indemnifiable Circumstance"). For greater certainty, the losses shall include the amount of all debts and liabilities owing to the Bank by the Customer which would have been payable by the Customer but for the Indemnifiable Circumstance. Nothing set out herein shall be interpreted as requiring any debts or liabilities which are hereby guaranteed to be documented by written agreement between the Bank and the Customer.

IT IS FURTHER AGREED that the Bank, without the consent of the undersigned and without exonerating in whole or in part the undersigned, may grant time, renewals, extensions, indulgences, releases and discharges to, may abstain from taking, perfecting or realizing upon security from, may release security to, may accept compositions from, and may otherwise change the terms of any of the debts and liabilities hereby guaranteed and otherwise deal with, the Customer and all other persons (including any other undersigned and any other guarantor) and security, as the Bank may see fit. No loss or diminution of any security received by the Bank from the Customer or others, whether the loss or diminution is due to the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this Guarantee. All dividends, compositions, and amounts received by the Bank from the Customer or from any other person or estate capable of being applied by the Bank in reduction of the debts and liabilities hereby guaranteed, shall be regarded for all purposes as payments in gross, and the Bank shall be entitled to prove against the estate of the Customer upon any insolvency or winding-up in respect of the whole of said debts and liabilities, and the undersigned shall have no right to be subrogated to the Bank in respect of any such proof until the Bank has received from such estate payment in full of its claim with interest.

AND IT IS FURTHER AGREED that this shall be a continuing guarantee, and shall guarantee any ultimate balance owing to the Bank, including all costs, charges and expenses which the Bank may incur in enforcing or obtaining payment of amounts due to the Bank from the Customer either alone or in conjunction with any other person or otherwise howsoever, or attempting to do so. The Bank shall not be obliged to seek recourse against the Customer or any other person or realize upon any security it may hold before being entitled to payment from the undersigned of all debts and liabilities hereby guaranteed. The undersigned hereby renounces the benefits of discussion and division. The undersigned renounces claiming or setting up against the Bank any right which such undersigned may have to be subrogated in any of the rights, hypothecs, privileges and other security held from time to time by the Bank. The undersigned may terminate the further liability of such terminating party under this continuing Guarantee by providing ninety days' prior written notice to be given to the Bank. The liability of such terminating party shall continue under this Guarantee during such 90-day period, notwithstanding the death or insanity of such terminating party. After the expiry of such 90-day period, the terminating party shall be released from this Guarantee with respect to debts and liabilities arising after the expiry of such 90-day period but shall remain liable under this Guarantee in respect of all debts and liabilities owing to the Bank prior to the expiry of such 90-day period and also in respect of any contingent or future liabilities incurred to or by the Bank on or before such date which mature thereafter. Termination by the undersigned or the executors, liquidators, administrators or legal representatives of such undersigned shall not terminate the liability hereunder of any other undersigned. If after such termination any payment from the Customer must be returned to the Customer, or any successor or representative of the Customer, for any reason (including the designation of such payment as a mistake or as a preference following the bankruptcy of the Customer), then this

Guarantee shall continue after the termination as if such payment had not been made. A written statement from any manager or acting manager of the Bank purporting to show the amount at any particular time due and payable to the Bank, and guaranteed by this Guarantee, shall be conclusive evidence as against the undersigned that such amount is at such time so due and payable to the Bank and is guaranteed hereby. Each of the executors, liquidators, administrators and legal representatives of the undersigned shall immediately give notice in writing to the Bank of the death of such undersigned.

Insert name of Canadian Province in which Customer's account with the Bank is kept at the time Guarantee is given

THIS CONTRACT shall be construed in accordance with the laws of the Province of Alberta and for the purpose of legal proceedings this contract shall be deemed to have been made in the said province and to be performed there, and the courts of that province shall have non-exclusive jurisdiction over all disputes which may arise under this contract, provided always that nothing herein contained shall prevent the Bank from proceeding at its election against the undersigned in the courts of any other province or country.

IF ANY PROVISION of this Guarantee is determined to be unenforceable, prohibited, invalid or illegal, it shall be severed from this Guarantee solely to the extent of such unenforceability, prohibition, invalidity or illegality and the remainder of such provision and the remainder of this Guarantee shall be unaffected thereby. The liability of the undersigned under this Guarantee shall not be terminated if this Guarantee is held to be unenforceable against any other undersigned.

ALL DEBTS AND LIABILITIES present and future of the Customer to the undersigned are hereby assigned (to the extent permitted by applicable law) to the Bank and postponed to the debts and liabilities of the Customer to the Bank and all such amounts paid to the undersigned or its assigns shall be received on behalf of and in trust for the Bank and shall immediately be paid over to the Bank. Any request by the undersigned to the Bank for useful information respecting the content and the terms and conditions of the debts and liabilities of the Customers hereby guaranteed or the progress made in their performance, shall be made in writing by such undersigned to the Bank.

THE UNDERSIGNED acknowledges that this Guarantee has been delivered free of any conditions and that no representations have been made to the undersigned affecting the liability of the undersigned under this Guarantee save as may be specifically embodied herein and agrees that this Guarantee is in addition to and not in substitution for any other guarantees now or subsequently held by the Bank.

THE UNDERSIGNED represents and warrants that (i) it fully understands the provisions of this Guarantee and its obligations hereunder; (ii) it has been afforded the opportunity to engage independent legal counsel, at its own expense, to explain the provisions of this Guarantee and its obligations hereunder; and (iii) it has either engaged legal counsel in connection with its execution of this Guarantee or has decided, at its sole discretion, not to do so.

THE UNDERSIGNED agrees, without limitation of the rights of the Bank under applicable law, that the Bank may apply any amounts owing to, or sum standing to the credit of, the undersigned with any office, branch, subsidiary or affiliate of the Bank to the payment when due of any amount owing by the undersigned hereunder. For this purpose, the Bank may convert any such amount or sum into the currency of the amount owing hereunder at a rate of exchange at which the Bank could purchase the relevant currency on the relevant date acting in good faith.

THIS GUARANTEE shall remain in effect notwithstanding any change in the circumstances having led the undersigned to execute this Guarantee and notwithstanding the termination of or a change in the office or duties of such undersigned or in any relationship between such undersigned and the Customer.

THE UNDERSIGNED acknowledges and agrees that the Bank may make a claim or demand payment hereunder notwithstanding any limitation period regarding such claim or demand set forth in the Limitations Act, 2002 (Ontario) or under any other applicable law with similar effect and, to the maximum extent permitted by applicable law, any limitations periods set forth in such act or applicable law are hereby explicitly excluded or, if excluding such limitations periods is not permitted by such act or applicable law, are hereby extended to the maximum limitation period permitted by such act or applicable law. For greater certainty, the undersigned acknowledges and agrees that this Guarantee is a "business agreement" as defined under Section 22 of the Limitations Act, 2002 (Ontario).

IN THIS GUARANTEE, unless the context otherwise requires, references to the undersigned shall be interpreted as referring to each of the undersigned if there is more than one undersigned.

This clause applies to the Province of Québec only

It is the express wish of the parties hereto that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

DATED as of 19 February, 2016.

If signed by individual (i.e. natural person) borrower (e.g. sole proprietor):

Witness Name [Signature]

[Signature] Name: Brett Payne

Witness Name JERROLD RYAN TAITINGER Q.C. Barrister & Solicitor Commissioner for Oaths and Notary Public in and for the Province of Alberta

Name:

® Registered trade-marks of Bank of Montreal

Guarantees Acknowledgment Act of Alberta (Section 3)

CERTIFICATE
(FOR USE IN THE PROVINCE OF ALBERTA ONLY)

I hereby certify that:

1. Brett Payne, the guarantor in the guarantee dated 19 February, 2016 made between Brett Payne and the Bank of Montreal, which this certificate is attached to or noted on, appeared in person before me and acknowledged that he/she had executed the guarantee.
2. I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

CERTIFIED by J. Ryan Taitinger, Barrister and Solicitor at the City of Fort McMurray, in the Province of Alberta, this 19 day of February, 2016.



Signature of Barrister and Solicitor

JERROLD RYAN TAITINGER Q.C.
Barrister & Solicitor
Commissioner for Oaths and
Notary Public in and for
the Province of Alberta

STATEMENT OF GUARANTOR

I am the person named in this certificate.



Signature of Guarantor

This is Exhibit "H" referred to in the Affidavit of Michelle Madriga
sworn before me this 23rd day of March, 2022.



A Commissioner for Oaths in and for the Province of Alberta

Nathan A. Stewart
Barrister & Solicitor

Guarantee for Indebtedness of an Incorporated Company

To BANK OF MONTREAL:

IN CONSIDERATION of Bank of Montreal (the "Bank") dealing with 608772 ALBERTA LTD. (the "Customer"), the undersigned hereby jointly and severally (solidarily in the Province of Québec) guarantees payment to the Bank of all present and future debts and liabilities in any currency, direct, indirect, contingent or otherwise, matured or not, including interest thereon, now or at any time, due or owing to the Bank from or by the Customer or by any successor of the Customer, whether arising from dealings between the Bank and the Customer or from other dealings or proceedings by which the Bank may be or become in any manner whatever a creditor of the Customer, wherever incurred and whether incurred by the Customer as principal or surety, alone or jointly with any other person, or otherwise howsoever. The liability of the undersigned (or each undersigned, if more than one), under this Guarantee, is limited to the aggregate amount of TWO MILLION EIGHT HUNDRED FIFTY EIGHT THOUSAND EIGHT HUNDRED NINETY Dollars (\$2,858,890.00) plus interest thereon at a rate of FOUR (4.00%) per cent per annum above the Bank's prime interest rate in effect from time to time, from and including the date of demand until payment, and legal or other costs, charges and expenses. The liability of the undersigned to make payment under this Guarantee shall arise immediately after demand for payment under this Guarantee has been made in writing by the Bank on the undersigned or any one of them, if more than one. The term "prime interest rate" means the floating annual rate of interest established from time to time by the Bank as the base rate it uses to determine rates of interest on Canadian dollar loans to customers in Canada and designated as Prime Rate.

IT IS AGREED that no change in the name, objects, capital stock, ownership, control or constitution of the Customer shall in any way affect the liability of the undersigned with respect to transactions occurring either before or after any such change. If the Customer amalgamates with one or more other corporations this Guarantee shall continue and apply to all debts and liabilities owing to the Bank by the corporation continuing from the amalgamation. The Bank shall not be required to inquire into or confirm the powers of the Customer or any of its directors or other agents acting or purporting to act on its behalf, and all amounts, liabilities, advances, renewals and credits in fact incurred, borrowed or obtained from the Bank shall be deemed to form part of the debts and liabilities hereby guaranteed, notwithstanding whether incurring such debts or liabilities exceeded the powers of the Customer or of its directors or agents, or was in any way irregular, defective or improper.

IT IS FURTHER AGREED that the undersigned shall be liable to the Bank in respect of all debts and liabilities, subject to the limitation, if any, set forth in the first paragraph of this Guarantee, stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, notwithstanding whether any such agreement or any provision thereof is invalid, void, illegal, or unenforceable and notwithstanding whether such agreement was properly completed, entered into or authorized. Subject to the limitation, if any, set forth in the first paragraph of this Guarantee, the undersigned shall indemnify and save the Bank harmless from any losses which may arise by virtue of any debts and liabilities stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, or any other agreement relating to any of the foregoing, being or becoming for any reason whatsoever in whole or in part (a) void, voidable, null, *ultra vires*, illegal, invalid, ineffective or otherwise unenforceable in accordance with its terms, or (b) released or discharged by operation of law (all of the foregoing being an "Indemnifiable Circumstance"). For greater certainty, the losses shall include the amount of all debts and liabilities owing to the Bank by the Customer which would have been payable by the Customer but for the Indemnifiable Circumstance. Nothing set out herein shall be interpreted as requiring any debts or liabilities which are hereby guaranteed to be documented by written agreement between the Bank and the Customer.

IT IS FURTHER AGREED that the Bank, without the consent of the undersigned and without exonerating in whole or in part the undersigned, may grant time, renewals, extensions, indulgences, releases and discharges to, may abstain from taking, perfecting or realizing upon security from, may release security to, may accept compositions from, and may otherwise change the terms of any of the debts and liabilities hereby guaranteed and otherwise deal with, the Customer and all other persons (including any other undersigned and any other guarantor) and security, as the Bank may see fit. No loss or diminution of any security received by the Bank from the Customer or others, whether the loss or diminution is due to the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this Guarantee. All dividends, compositions, and amounts received by the Bank from the Customer or from any other person or estate capable of being applied by the Bank in reduction of the debts and liabilities hereby guaranteed, shall be regarded for all purposes as payments in gross, and the Bank shall be entitled to prove against the estate of the Customer upon any insolvency or winding-up in respect of the whole of said debts and liabilities, and the undersigned shall have no right to be subrogated to the Bank in respect of any such proof until the Bank has received from such estate payment in full of its claim with interest.

AND IT IS FURTHER AGREED that this shall be a continuing guarantee, and shall guarantee any ultimate balance owing to the Bank, including all costs, charges and expenses which the Bank may incur in enforcing or obtaining payment of amounts due to the Bank from the Customer either alone or in conjunction with any other person or otherwise howsoever, or attempting to do so. The Bank shall not be obliged to seek recourse against the Customer or any other person or realize upon any security it may hold before being entitled to payment from the undersigned of all debts and liabilities hereby guaranteed. The undersigned hereby renounces the benefits of discussion and division. The undersigned renounces claiming or setting up against the Bank any right which such undersigned may have to be subrogated in any of the rights, hypothecs, privileges and other security held from time to time by the Bank. The undersigned may terminate the further liability of such terminating party under this continuing Guarantee by providing ninety days' prior written notice to be given to the Bank. The liability of such terminating party shall continue under this Guarantee during such 90-day period, notwithstanding the death or insanity of such terminating party. After the expiry of such 90-day period, the terminating party shall be released from this Guarantee with respect to debts and liabilities arising after the expiry of such 90-day period but shall remain liable under this Guarantee in respect of all debts and liabilities owing to the Bank prior to the expiry of such 90-day period and also in respect of any contingent or future liabilities incurred to or by the Bank on or before such date which mature thereafter. Termination by the undersigned or the executors, liquidators, administrators or legal representatives of such undersigned shall not terminate the liability hereunder of any other undersigned. If after such termination any payment from the Customer must be returned to the Customer, or any successor or representative of the Customer, for any

reason (including the designation of such payment as a mistake or as a preference following the bankruptcy of the Customer), then this Guarantee shall continue after the termination as if such payment had not been made. A written statement from any manager or acting manager of the Bank purporting to show the amount at any particular time due and payable to the Bank, and guaranteed by this Guarantee, shall be conclusive evidence as against the undersigned that such amount is at such time so due and payable to the Bank and is guaranteed hereby. Each of the executors, liquidators, administrators and legal representatives of the undersigned shall immediately give notice in writing to the Bank of the death of such undersigned.

Insert name of
Canadian
Province in
which
Customer's
account with
the Bank is
kept at the time
Guarantee is
given

THIS CONTRACT shall be construed in accordance with the laws of the Province of Alberta and for the purpose of legal proceedings this contract shall be deemed to have been made in the said province and to be performed there, and the courts of that province shall have non-exclusive jurisdiction over all disputes which may arise under this contract, provided always that nothing herein contained shall prevent the Bank from proceeding at its election against the undersigned in the courts of any other province or country.

IF ANY PROVISION of this Guarantee is determined to be unenforceable, prohibited, invalid or illegal, it shall be severed from this Guarantee solely to the extent of such unenforceability, prohibition, invalidity or illegality and the remainder of such provision and the remainder of this Guarantee shall be unaffected thereby. The liability of the undersigned under this Guarantee shall not be terminated if this Guarantee is held to be unenforceable against any other undersigned.

ALL DEBTS AND LIABILITIES present and future of the Customer to the undersigned are hereby assigned (to the extent permitted by applicable law) to the Bank and postponed to the debts and liabilities of the Customer to the Bank and all such amounts paid to the undersigned or its assigns shall be received on behalf of and in trust for the Bank and shall immediately be paid over to the Bank. Any request by the undersigned to the Bank for useful information respecting the content and the terms and conditions of the debts and liabilities of the Customers hereby guaranteed or the progress made in their performance, shall be made in writing by such undersigned to the Bank.

THE UNDERSIGNED acknowledges that this Guarantee has been delivered free of any conditions and that no representations have been made to the undersigned affecting the liability of the undersigned under this Guarantee save as may be specifically embodied herein and agrees that this Guarantee is in addition to and not in substitution for any other guarantees now or subsequently held by the Bank.

THE UNDERSIGNED represents and warrants that (i) it fully understands the provisions of this Guarantee and its obligations hereunder; (ii) it has been afforded the opportunity to engage independent legal counsel, at its own expense, to explain the provisions of this Guarantee and its obligations hereunder; and (iii) it has either engaged legal counsel in connection with its execution of this Guarantee or has decided, at its sole discretion, not to do so.

THE UNDERSIGNED agrees, without limitation of the rights of the Bank under applicable law, that the Bank may apply any amounts owing to, or sum standing to the credit of, the undersigned with any office, branch, subsidiary or affiliate of the Bank to the payment when due of any amount owing by the undersigned hereunder. For this purpose, the Bank may convert any such amount or sum into the currency of the amount owing hereunder at a rate of exchange at which the Bank could purchase the relevant currency on the relevant date acting in good faith.

THIS GUARANTEE shall remain in effect notwithstanding any change in the circumstances having led the undersigned to execute this Guarantee and notwithstanding the termination of or a change in the office or duties of such undersigned or in any relationship between such undersigned and the Customer.

THE UNDERSIGNED acknowledges and agrees that the Bank may make a claim or demand payment hereunder notwithstanding any limitation period regarding such claim or demand set forth in the *Limitations Act, 2002* (Ontario) or under any other applicable law with similar effect and, to the maximum extent permitted by applicable law, any limitations periods set forth in such act or applicable law are hereby explicitly excluded or, if excluding such limitations periods is not permitted by such act or applicable law, are hereby extended to the maximum limitation period permitted by such act or applicable law. For greater certainty, the undersigned acknowledges and agrees that this Guarantee is a "business agreement" as defined under Section 22 of the *Limitations Act, 2002* (Ontario).

IN THIS GUARANTEE, unless the context otherwise requires, references to the undersigned shall be interpreted as referring to each of the undersigned if there is more than one undersigned.

This clause
applies to
the Province
of Québec
only

It is the express wish of the parties hereto that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

DATED as of 19 February, 2016

If signed by corporation or other entity (e.g. partnership).

1943969 ALBERTA LTD.

(Name of Entity)

By:

Name:

Title:

Brett Payne

Brett Payne

President

® Registered trade-marks of Bank of Montreal

This is Exhibit "I" referred to in the Affidavit of Michelle Madrigga
sworn before me this 23rd day of March, 2022.



A Commissioner for Oaths in and for the Province of Alberta

Nathan A. Stewart
Barrister & Solicitor

SECURITY AGREEMENT

The undersigned (hereinafter called the "Debtor") hereby enters into this Security Agreement with Bank of Montreal (hereinafter called the "Bank") for valuable consideration and as security for the repayment of all present and future indebtedness of the Debtor to the Bank and interest thereon and for the payment and discharge of all other present and future liabilities and obligations, direct or indirect, absolute or contingent, of the Debtor to the Bank (all such indebtedness, interest, liabilities and obligations being hereinafter collectively called the "Obligations"). This Security Agreement is entered into pursuant to and is governed by the Alberta Personal Property Security Act insofar as it affects personal property located in Alberta.

1. The Debtor hereby represents and warrants to the Bank that it has assets at the following locations in Alberta:
133 MACKENZIE ST, FORT MCMURRAY
ALBERTA, T9H4K9

List all premises and asset locations, by schedule, if necessary

2. The Debtor hereby

(a) mortgages and charges to the Bank as and by way of a fixed and specific mortgage and charge, and grants to the Bank a security interest in, all its present and future goods and any proceeds therefrom, including, without limiting the generality of the foregoing, all fixtures, building materials, leased goods, plant, machinery, tools and furniture now or hereafter owned or acquired, and any goods specifically listed or otherwise described in any Schedule hereto;

Attach a schedule, if goods and/or equipment are to be listed

(b) mortgages and charges to the Bank, and grants to the Bank a security interest in, all its present and future inventory and any proceeds therefrom, including, without limiting the generality of the foregoing, all raw materials, goods in process, work in progress, materials used or consumed in business, finished goods and packaging material and goods acquired or held for sale or lease or furnished under contracts of rental or service;

(c) assigns, transfers and sets over to the Bank and grants to the Bank a security interest in, all its present and future intangibles, chattel paper, securities, documents of title, instruments and money, and any proceeds therefrom, including, without limiting the generality of the foregoing, all its present and future book debts and other accounts receivable, monetary obligations, contract rights and other choses in action of every kind or nature now due or hereafter to become due, including insurance rights arising from or out of the assets referred to in sub-clauses (a) and (b) above; and

(d) charges in favour of the Bank as and by way of a floating charge its undertaking and all its property and assets, real and personal, moveable or immoveable, of whatsoever nature and kind, including without limitation client lists, client records and client files, both present and future (other than property and assets hereby validly assigned or subjected to a specific mortgage and charge and to the exceptions hereinafter contained). For the purposes of this Security Agreement, the goods, inventory, intangibles, chattel paper, securities, documents of title, instruments, money, undertaking and all other property and assets of the Debtor referred to in this clause 2 are hereinafter sometimes collectively called the "Collateral".

3. The Collateral is on the date hereof primarily situate or located at the location(s) set out in clause 1 hereof but may from time to time be located at other premises of the Debtor. The Collateral may also be located at other places while in transit to and from such locations and premises; and the Collateral may from time to time be situated or located at any other place when on lease or consignment to any lessee or consignee from the Debtor. The Collateral shall not be removed from the Province of Alberta without the prior written consent of the Bank.

4. It is hereby declared that the last day of any term of years reserved by any lease, verbal or written, or any agreement therefor, now held or hereafter acquired by the Debtor, is hereby or shall be excepted out of the mortgages, charges and security interests hereby created, but the Debtor shall stand possessed of the reversion of one day remaining in the Debtor in respect of any such term of years, for the time being demised, as aforesaid upon trust to assign and dispose of the same as any purchaser of such term of years shall direct. There shall also be excluded from the security created by clause 2 (d) after-acquired consumer goods of the Debtor other than when subject to purchase money security interests in favour of the Bank, and other than accessions.

5. The Debtor

(a) shall not without the prior written consent of the Bank sell or dispose of any of the Collateral other than that described in sub-clause (b) of clause 2 above which may be sold only in the ordinary course of business and for the purpose of carrying on the same; and if the amounts of any of the Collateral of the type referred to in sub-clause (c) of clause 2 above or any proceeds arising from the Collateral of the type described in sub-clauses (a) and (b) of clause 2 above shall be paid to the Debtor, the Debtor shall receive the same as Trustee for the Bank and forthwith pay over the same to the Bank. The Debtor shall not without the prior written consent of the Bank create any liens upon or assign or transfer as security or pledge or hypothecate as security or create a security interest in the Collateral except to the Bank. The Debtor agrees that the Bank may at any time before or after default require any account debtor of the Debtor to make payment to the Bank and the Bank may take control of any proceeds referred to in sub-clauses (a), (b) and (c) of clause 2 hereof and may hold all amounts received from any account debtors and any proceeds as cash collateral as part of the Collateral and as security for the Obligations of the Debtor to the Bank.

(b) covenants not to substitute or modify any of the Debtor's rights under any Collateral of the type listed in sub-clause (c) of clause 2 above without the written consent of the Bank, and any substitution or modification not consented to may at the option of the Bank be treated as an act of default hereunder.

6. The Debtor shall at all times do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered all and singular every such further acts, deeds, transfers, assignments, security agreements and assurances as the Bank may reasonably require for the better granting, transferring, assigning, charging, setting over, assuring and confirming unto the Bank the property and assets hereby mortgaged and charged or subjected to security interests or intended so to be or which the Debtor may hereafter become bound to mortgage, charge, transfer, assign or subject to a security interest in favour of the Bank and for the better accomplishing and effectuating of this Security Agreement.

7. The Debtor shall at all times have and maintain insurance over the Collateral against risks of fire (including so-called extended coverage), theft, and also against such other risks as the Bank may reasonably require in writing, containing such terms, in such form, for such periods and written by such companies as may be reasonably satisfactory to the Bank. The Debtor shall duly and seasonably pay all premiums and other sums payable for maintaining such insurance and shall cause the insurance money thereunder to be payable to the Bank as its interest hereunder may appear and shall, if required, furnish the Bank with certificates or other evidence satisfactory to the Bank of compliance with the foregoing insurance provisions.

8. The Debtor shall keep proper books of account and shall at all times upon request by the Bank furnish the Bank with such information concerning the Collateral and the Debtor's affairs and business as the Bank may reasonably request, including financial statements, lists of inventory and equipment and lists of accounts receivable showing the amounts owing upon each account and securities therefor and copies of all financial statements, books and accounts, invoices, letters, papers and other documents in any way evidencing or relating to the account. The Debtor shall

permit the Bank at all reasonable times to enter onto its premises to inspect and copy its books, and to inspect the Collateral.

9. The Debtor shall be in default under this Security Agreement upon the occurrence of any one of the following events:

(a) the Debtor shall default under any of the Obligations;

(b) the Debtor shall default in the due observance or performance of any covenant, undertaking or agreement heretofore or hereafter given to the Bank, whether contained herein or not and including any covenant or undertaking set out in any Schedule to this Security Agreement;

(c) an execution of any other process of any court shall become enforceable against the Debtor or a distress or analogous process shall be levied upon the property of the Debtor or any part thereof, or a receiver shall be appointed for the Debtor;

(d) the Debtor shall become insolvent or commit an act of bankruptcy, or make an assignment in bankruptcy or a bulk sale of its assets or a bankruptcy petition shall be filed or presented against the Debtor and not be bona fide opposed by the Debtor;

(e) the Debtor shall cease to carry on business, or shall fail to keep the Collateral in repair and in good working order, or shall fail to promptly pay when due all taxes, licence fees and assessments levied on the Debtor;

(f) the Bank in good faith and on commercially reasonable grounds deems itself insecure or decides that the due discharge of the Obligations, the Collateral or the security is in jeopardy;

(g) the Debtor shall, without the prior written consent of the Bank, pay any dividend or bonus to shareholders or otherwise distribute or reduce its capital, or make capital expenditures in excess of \$ _____ in any year, or make any capital expenditure or payment while in default of the Obligations, or become guarantor, surety or endorser of the obligations of any other person other than in favour of the Bank, or lend money other than in the ordinary course of its business.

10. Upon any default under this Security Agreement, the Bank may declare any or all of the Obligations to be immediately due and payable and may proceed to realize the security hereby constituted and to enforce its rights by any method not prohibited by law, including by the appointment by instrument in writing of a receiver or receivers of the subject matter of such security or any part thereof and such receiver or receivers may be any person or persons, whether an officer or officers or employee or employees of the Bank or not, and the Bank may remove any receiver or receivers so appointed and appoint another or others in his or their stead; or by proceedings in any court of competent jurisdiction for the appointment of a receiver or receivers, or by sale of the Collateral or any part thereof; or by any other action, suit, remedy or proceeding authorized or permitted hereby or by law or by equity; and may file such proofs of claim and other documents as may be necessary or advisable in order to have its claim lodged in any bankruptcy, winding-up or other judicial proceedings relative to the Debtor. Any such receiver or receivers so appointed shall have power to take possession of the Collateral or any part thereof and if appointed a receiver-manager the power to carry on the business of the Debtor, and to borrow money required for the maintenance, preservation or protection of the Collateral or any part thereof or the carrying on of the business of the Debtor, and to further charge the Collateral in priority to the security constituted by this Security Agreement as security for money so borrowed, and to sell, lease or otherwise dispose of the whole or any part of the Collateral on such terms and conditions and in such manner as he shall determine. In exercising any powers any such receiver or receivers shall act as agent or agents for the Debtor and the Bank shall not be responsible for his or their actions.

In addition, the Bank may enter upon and lease or sell the whole or any part or parts of the Collateral.

Any such sale shall be on such terms and conditions as to credit or otherwise and as to upset or reserve bid or price as to the Bank in its discretion may seem advantageous and such sale may take place whether or not the Bank has taken possession of such property and assets.

No remedy for the realization of the security hereof or for the enforcement of the rights of the Bank shall be exclusive of or dependent on any other such remedy, but any one or more of such remedies may from time to time be exercised independently or in combination and the Bank may exercise any one or more of such remedies in respect of all or any portion of the Collateral as the Bank deems fit. The term "receiver" as used in this Security Agreement includes a receiver and manager.

11. The Bank shall not be responsible for any loss or damage to the Collateral, whether caused by the negligence or fault of the Bank, its servants or agents, or a sheriff or receiver, and the Bank shall not be obliged to preserve rights against other persons, keep the Collateral identifiable or repair, process or prepare the Collateral for disposition, and shall only be liable to account for funds (net of costs of collection, realization and sale, including solicitor and his own client legal costs), actually received by the Bank.

12. Any receiver-manager appointed by the Bank may carry on the business of the Debtor, and in addition to any powers or rights granted by law, a receiver or receiver-manager may, but shall be under no obligation to:

- (a) exercise any power or right granted to the Bank hereunder;
- (b) enter upon any premises under the control of the Debtor and take possession of the Collateral by any method not prohibited by law;
- (c) borrow money by charge against the Collateral for the preservation, processing, maintenance or preparation for sale of the Collateral, or for any other purpose;
- (d) realize on and dispose of the Collateral by any method not prohibited by law, and on any terms, whether to the highest bidder or not and whether in the ordinary course of the Debtor's business or not;
- (e) execute deeds, enter contracts and otherwise act as the attorney of the Debtor in dealing with the Collateral;
- (f) institute, defend, compromise, settle or continue any proceedings relating to the Collateral;
- (g) generally, to do any act necessary or convenient to the realization of the Collateral that the Debtor itself could have done.

13. Any and all payments made in respect of the Obligations from time to time and moneys realized from any securities held therefor (including moneys 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 shall at all times and from time to time have the right to change any appropriation as the Bank may see fit.

14. The Debtor agrees to pay all reasonable expenses, including solicitor's fees as between a solicitor and his own client and disbursements and the remuneration of any receiver appointed hereunder, incurred by the Bank in the preparation, perfection and enforcement of this Security Agreement or the Obligations, or in the holding, repairing, processing or preparing for disposition and disposing of the Collateral, with interest at the rate provided in the obligations, and the payment of such expenses shall be secured hereby.

15. The Bank may waive any default herein referred to; provided always that no act or omission by the Bank in the premises shall extend to or be taken in any manner whatsoever to affect any subsequent default or the rights resulting therefrom.

16. The Debtor acknowledges that value has been given, that the Debtor has rights in the Collateral and that the parties have not agreed to postpone the time for attachment of any security interest in this Security Agreement.

17. The security hereof is in addition to and not in substitution for any other security now or hereafter held by the Bank and shall be general and continuing security notwithstanding that the Obligations of the Debtor shall at any time or from time to time be fully satisfied or paid.

18. Nothing herein shall obligate the Bank to make any advance or loan or further advance or loan or to renew any note or extend any time for payment of any indebtedness or liability of the Debtor to the Bank.

19. This Security Agreement shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, sucesors and assigns of the Debtor and the Bank.

20. This Security Agreement is a security agreement within the meaning of the Alberta Personal Property Security Act and does not constitute an acknowledgement of any particular indebtedness or liability of the Debtor to the Bank.

21. In construing this Security Agreement, terms herein shall have the same meaning as defined in the Alberta Personal Property Security Act, unless the context otherwise requires. The word "Debtor", the personal pronoun "it" or "its" and any verb relating thereto and used therewith shall be read and construed as required by and in accordance with the context in which such words are used depending upon whether the Debtor is one or more individuals, corporations or partnerships and, if more than one, this Security Agreement shall apply and be binding upon each of them severally. The term "successors" shall include, without limiting its meaning, any corporation resulting from the amalgamation of a corporation with another corporation and, where the Debtor is a partnership, any new partnership resulting from the admission of new partners or any other change in the Debtor, including, without limiting the generality of the foregoing, the death of any or all of the partners.

22. The Debtor waives the right to receive any financing statement or financing change statement registered by the Bank and any confirmation of registration or verification statement issued.

23. The Debtor acknowledges receipt of a copy of this Security Agreement.

IN WITNESS WHEREOF this Security Agreement has been executed by the Debtor on the 1 day of June, 2012.

Insert date of execution

608772 ALBERTA LTD

By:
Name:
Title:

Darrell Payne
Darrell Payne

By:
Name:
Title:

® Registered trade-marks of Bank of Montreal

Required only for a
Corporation

CORPORATE AUTHORIZING RESOLUTION

"Whereas it is in the interests of the Company to enter into a security agreement with the Bank of Montreal as security for its present and future obligations to the Bank of Montreal and therein mortgage, charge, assign and otherwise transfer and encumber and grant security interests in all its present and future property and assets;

NOW THEREFORE BE IT RESOLVED THAT:

1. the Company do enter into, execute and deliver to the Bank of Montreal a security agreement substantially in the form of the draft security agreement presented to the directors, subject to such alterations, amendments or additions to which the President or a Vice-President of the Company may agree;
2. the Company do mortgage, charge, assign and otherwise transfer and encumber and grant security interests in all its present and future goods, inventory, intangibles, undertaking and other property and assets as security for its present and future obligations to the Bank of Montreal, all as provided in the said draft security agreement;
3. the execution by the President or a Vice-President of the Company of the said security agreement shall be conclusive proof of his or her agreement to any amendments, alterations or additions incorporated therein;
4. the President and the Vice-President of the Company be and they are each alone hereby authorized to execute and deliver the security agreement aforesaid on behalf of the Company and each of the officers of the Company are hereby authorized to execute all such other documents and writings and to do such other acts and things as may be necessary for fulfilling the Company's obligations under the said security agreement."

CERTIFICATE

To be completed by
Secretary or other
authorized officer; insert
name of corporation

I am the Secretary of _____ and I hereby certify that:

Insert the appropriate date

1. the foregoing is a true copy of a resolution duly and properly passed or consented to by the board of directors of the said Company on the 1 day of June, 2012.

2. the attached Security Agreement is in the form of the draft security agreement referred to in the resolution and has been duly and properly executed by the proper officers of the Company under its corporate seal; and

3. the resolution was passed at a meeting duly called and held on the date aforesaid and at which a quorum of the directors was present throughout the meeting, all the directors having received proper notice of the meeting or waiving such notice in accordance with the by-laws of the Company

Use applicable clause

(or where applicable - the Company is subject to the Business Corporations Act of Alberta and the resolution was consented to by the signatures of all the directors of the Company on the date aforesaid in accordance with the Business Corporations Act.)

To be signed by Secretary or
other authorized officer



Secretary

This is Exhibit "J" referred to in the Affidavit of Michelle Madriga
sworn before me this 23rd day of March, 2022.



A Commissioner for Oaths in and for the Province of Alberta

Nathan A. Stewart
Barrister & Solicitor

SECURITY AGREEMENT

The undersigned (hereinafter called the "Debtor") hereby enters into this Security Agreement with Bank of Montreal (hereinafter called the "Bank") for valuable consideration and as security for the repayment of all present and future indebtedness of the Debtor to the Bank and interest thereon and for the payment and discharge of all other present and future liabilities and obligations, direct or indirect, absolute or contingent, of the Debtor to the Bank (all such indebtedness, interest, liabilities and obligations being hereinafter collectively called the "Obligations"). This Security Agreement is entered into pursuant to and is governed by the Alberta Personal Property Security Act insofar as it affects personal property located in Alberta.

1. The Debtor hereby represents and warrants to the Bank that it has assets at the following locations in Alberta:

133 MacKenzie Street, Fort McMurray, Alberta, T9H 4K9

2. The Debtor hereby

(a) mortgages and charges to the Bank as and by way of a fixed and specific mortgage and charge, and grants to the Bank a security interest in, all its present and future goods and any proceeds therefrom, including, without limiting the generality of the foregoing, all fixtures, building materials, leased goods, plant, machinery, tools and furniture now or hereafter owned or acquired, and any goods specifically listed or otherwise described in any Schedule hereto;

(b) mortgages and charges to the Bank, and grants to the Bank a security interest in, all its present and future inventory and any proceeds therefrom, including, without limiting the generality of the foregoing, all raw materials, goods in process, work in progress, materials used or consumed in business, finished goods and packaging material and goods acquired or held for sale or lease or furnished under contracts of rental or service;

(c) assigns, transfers and sets over to the Bank and grants to the Bank a security interest in, all its present and future intangibles, chattel paper, securities, documents of title, instruments and money, and any proceeds therefrom, including, without limiting the generality of the foregoing, all its present and future book debts and other accounts receivable, monetary obligations, contract rights and other choses in action of every kind or nature now due or hereafter to become due, including insurance rights arising from or out of the assets referred to in sub-clauses (a) and (b) above; and

(d) charges in favour of the Bank as and by way of a floating charge its undertaking and all its property and assets, real and personal, moveable or immovable, of whatsoever nature and kind, including without limitation client lists, client records and client files, both present and future (other than property and assets hereby validly assigned or subjected to a specific mortgage and charge and to the exceptions hereinafter contained). For the purposes of this Security Agreement, the goods, inventory, intangibles, chattel paper, securities, documents of title, instruments, money, undertaking and all other property and assets of the Debtor referred to in this clause 2 are hereinafter sometimes collectively called the "Collateral".

List all premises and asset locations, by schedule, if necessary

Attach a schedule, if goods and/or equipment are to be listed

3. The Collateral is on the date hereof primarily situate or located at the location(s) set out in clause 1 hereof but may from time to time be located at other premises of the Debtor. The Collateral may also be located at other places while in transit to and from such locations and premises; and the Collateral may from time to time be situated or located at any other place when on lease or consignment to any lessee or consignee from the Debtor. The Collateral shall not be removed from the Province of Alberta without the prior written consent of the Bank.

4. It is hereby declared that the last day of any term of years reserved by any lease, verbal or written, or any agreement therefor, now held or hereafter acquired by the Debtor, is hereby or shall be excepted out of the mortgages, charges and security interests hereby created, but the Debtor shall stand possessed of the reversion of one day remaining in the Debtor in respect of any such term of years, for the time being demised, as aforesaid upon trust to assign and dispose of the same as any purchaser of such term of years shall direct. There shall also be excluded from the security created by clause 2 (d) after-acquired consumer goods of the Debtor other than when subject to purchase money security interests in favour of the Bank, and other than accessions.

5. The Debtor

(a) shall not without the prior written consent of the Bank sell or dispose of any of the Collateral other than that described in sub-clause (b) of clause 2 above which may be sold only in the ordinary course of business and for the purpose of carrying on the same; and if the amounts of any of the Collateral of the type referred to in sub-clause (c) of clause 2 above or any proceeds arising from the Collateral of the type described in sub-clauses (a) and (b) of clause 2 above shall be paid to the Debtor, the Debtor shall receive the same as Trustee for the Bank and forthwith pay over the same to the Bank. The Debtor shall not without the prior written consent of the Bank create any liens upon or assign or transfer as security or pledge or hypothecate as security or create a security interest in the Collateral except to the Bank. The Debtor agrees that the Bank may at any time before or after default require any account debtor of the Debtor to make payment to the Bank and the Bank may take control of any proceeds referred to in sub-clauses (a), (b) and (c) of clause 2 hereof and may hold all amounts received from any account debtors and any proceeds as cash collateral as part of the Collateral and as security for the Obligations of the Debtor to the Bank.

(b) covenants not to substitute or modify any of the Debtor's rights under any Collateral of the type listed in sub-clause (c) of clause 2 above without the written consent of the Bank, and any substitution or modification not consented to may at the option of the Bank be treated as an act of default hereunder.

6. The Debtor shall at all times do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered all and singular every such further acts, deeds, transfers, assignments, security agreements and assurances as the Bank may reasonably require for the better granting, transferring, assigning, charging, setting over, assuring and confirming unto the Bank the property and assets hereby mortgaged and charged or subjected to security interests or intended so to be or which the Debtor may hereafter become bound to mortgage, charge, transfer, assign or subject to a security interest in favour of the Bank and for the better accomplishing and effectuating of this Security Agreement.

7. The Debtor shall at all times have and maintain insurance over the Collateral against risks of fire (including so-called extended coverage), theft, and also against such other risks as the Bank may reasonably require in writing, containing such terms, in such form, for such periods and written by such companies as may be reasonably satisfactory to the Bank. The Debtor shall duly and seasonably pay all premiums and other sums payable for maintaining such insurance and shall cause the insurance money thereunder to be payable to the Bank as its interest hereunder may appear and shall, if required, furnish the Bank with certificates or other evidence satisfactory to the Bank of compliance with the foregoing insurance provisions.

8. The Debtor shall keep proper books of account and shall at all times upon request by the Bank furnish the Bank with such information concerning the Collateral and the Debtor's affairs and business as the Bank may reasonably request, including financial statements, lists of inventory and equipment and lists of accounts receivable showing the amounts owing upon each account and securities therefor and copies of all financial statements, books and accounts, invoices, letters, papers and other documents in any way evidencing or relating to the account. The Debtor shall

permit the Bank at all reasonable times to enter onto its premises to inspect and copy its books, and to inspect the Collateral.

9. The Debtor shall be in default under this Security Agreement upon the occurrence of any one of the following events:

(a) the Debtor shall default under any of the Obligations;

(b) the Debtor shall default in the due observance or performance of any covenant, undertaking or agreement heretofore or hereafter given to the Bank, whether contained herein or not and including any covenant or undertaking set out in any Schedule to this Security Agreement;

(c) an execution of any other process of any court shall become enforceable against the Debtor or a distress or analogous process shall be levied upon the property of the Debtor or any part thereof, or a receiver shall be appointed for the Debtor;

(d) the Debtor shall become insolvent or commit an act of bankruptcy, or make an assignment in bankruptcy or a bulk sale of its assets or a bankruptcy petition shall be filed or presented against the Debtor and not be bona fide opposed by the Debtor;

(e) the Debtor shall cease to carry on business, or shall fail to keep the Collateral in repair and in good working order, or shall fail to promptly pay when due all taxes, licence fees and assessments levied on the Debtor;

(f) the Bank in good faith and on commercially reasonable grounds deems itself insecure or decides that the due discharge of the Obligations, the Collateral or the security is in jeopardy;

(g) the Debtor shall, without the prior written consent of the Bank, pay any dividend or bonus to shareholders or otherwise distribute or reduce its capital, or make capital expenditures in excess of \$ _____ in any year, or make any capital expenditure or payment while in default of the Obligations, or become guarantor, surety or endorser of the obligations of any other person other than in favour of the Bank, or lend money other than in the ordinary course of its business.

10. Upon any default under this Security Agreement, the Bank may declare any or all of the Obligations to be immediately due and payable and may proceed to realize the security hereby constituted and to enforce its rights by any method not prohibited by law, including by the appointment by instrument in writing of a receiver or receivers of the subject matter of such security or any part thereof and such receiver or receivers may be any person or persons, whether an officer or officers or employee or employees of the Bank or not, and the Bank may remove any receiver or receivers so appointed and appoint another or others in his or their stead; or by proceedings in any court of competent jurisdiction for the appointment of a receiver or receivers, or by sale of the Collateral or any part thereof; or by any other action, suit, remedy or proceeding authorized or permitted hereby or by law or by equity; and may file such proofs of claim and other documents as may be necessary or advisable in order to have its claim lodged in any bankruptcy, winding-up or other judicial proceedings relative to the Debtor. Any such receiver or receivers so appointed shall have power to take possession of the Collateral or any part thereof and if appointed a receiver-manager the power to carry on the business of the Debtor, and to borrow money required for the maintenance, preservation or protection of the Collateral or any part thereof or the carrying on of the business of the Debtor, and to further charge the Collateral in priority to the security constituted by this Security Agreement as security for money so borrowed, and to sell, lease or otherwise dispose of the whole or any part of the Collateral on such terms and conditions and in such manner as he shall determine. In exercising any powers any such receiver or receivers shall act as agent or agents for the Debtor and the Bank shall not be responsible for his or their actions.

In addition, the Bank may enter upon and lease or sell the whole or any part or parts of the Collateral.

Any such sale shall be on such terms and conditions as to credit or otherwise and as to upset or reserve bid or price as to the Bank in its discretion may seem advantageous and such sale may take place whether or not the Bank has taken possession of such property and assets.

No remedy for the realization of the security hereof or for the enforcement of the rights of the Bank shall be exclusive of or dependent on any other such remedy, but any one or more of such remedies may from time to time be exercised independently or in combination and the Bank may exercise any one or more of such remedies in respect of all or any portion of the Collateral as the Bank deems fit. The term "receiver" as used in this Security Agreement includes a receiver and manager.

11. The Bank shall not be responsible for any loss or damage to the Collateral, whether caused by the negligence or fault of the Bank, its servants or agents, or a sheriff or receiver, and the Bank shall not be obliged to preserve rights against other persons, keep the Collateral identifiable or repair, process or prepare the Collateral for disposition, and shall only be liable to account for funds (net of costs of collection, realization and sale, including solicitor and his own client legal costs), actually received by the Bank.

12. Any receiver-manager appointed by the Bank may carry on the business of the Debtor, and in addition to any powers or rights granted by law, a receiver or receiver-manager may, but shall be under no obligation to:

- (a) exercise any power or right granted to the Bank hereunder;
- (b) enter upon any premises under the control of the Debtor and take possession of the Collateral by any method not prohibited by law;
- (c) borrow money by charge against the Collateral for the preservation, processing, maintenance or preparation for sale of the Collateral, or for any other purpose;
- (d) realize on and dispose of the Collateral by any method not prohibited by law, and on any terms, whether to the highest bidder or not and whether in the ordinary course of the Debtor's business or not;
- (e) execute deeds, enter contracts and otherwise act as the attorney of the Debtor in dealing with the Collateral;
- (f) institute, defend, compromise, settle or continue any proceedings relating to the Collateral;
- (g) generally, to do any act necessary or convenient to the realization of the Collateral that the Debtor itself could have done.

13. Any and all payments made in respect of the Obligations from time to time and moneys realized from any securities held therefor (including moneys 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 shall at all times and from time to time have the right to change any appropriation as the Bank may see fit.

14. The Debtor agrees to pay all reasonable expenses, including solicitor's fees as between a solicitor and his own client and disbursements and the remuneration of any receiver appointed hereunder, incurred by the Bank in the preparation, perfection and enforcement of this Security Agreement or the Obligations, or in the holding, repairing, processing or preparing for disposition and disposing of the Collateral, with interest at the rate provided in the obligations, and the payment of such expenses shall be secured hereby.

15. The Bank may waive any default herein referred to; provided always that no act or omission by the Bank in the premises shall extend to or be taken in any manner whatsoever to affect any subsequent default or the rights resulting therefrom.

16. The Debtor acknowledges that value has been given, that the Debtor has rights in the Collateral and that the parties have not agreed to postpone the time for attachment of any security interest in this Security Agreement.

17. The security hereof is in addition to and not in substitution for any other security now or hereafter held by the Bank and shall be general and continuing security notwithstanding that the Obligations of the Debtor shall at any time or from time to time be fully satisfied or paid.

18. Nothing herein shall obligate the Bank to make any advance or loan or further advance or loan or to renew any note or extend any time for payment of any indebtedness or liability of the Debtor to the Bank.

19. This Security Agreement shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Debtor and the Bank.

20. This Security Agreement is a security agreement within the meaning of the Alberta Personal Property Security Act and does not constitute an acknowledgement of any particular indebtedness or liability of the Debtor to the Bank.

21. In construing this Security Agreement, terms herein shall have the same meaning as defined in the Alberta Personal Property Security Act, unless the context otherwise requires. The word "Debtor", the personal pronoun "it" or "its" and any verb relating thereto and used therewith shall be read and construed as required by and in accordance with the context in which such words are used depending upon whether the Debtor is one or more individuals, corporations or partnerships and, if more than one, this Security Agreement shall apply and be binding upon each of them severally. The term "successors" shall include, without limiting its meaning, any corporation resulting from the amalgamation of a corporation with another corporation and, where the Debtor is a partnership, any new partnership resulting from the admission of new partners or any other change in the Debtor, including, without limiting the generality of the foregoing, the death of any or all of the partners.

22. The Debtor waives the right to receive any financing statement or financing change statement registered by the Bank and any confirmation of registration or verification statement issued.

23. The Debtor acknowledges receipt of a copy of this Security Agreement.

IN WITNESS WHEREOF this Security Agreement has been executed by the Debtor on the / day of February, 2016.

Insert date of execution

If signed by corporation or other entity (e.g. partnership):

608772 ALBERTA LTD.
(Name of Entity)

By:

Name:

Title:



Brett Payne

President

® Registered trade-marks of Bank of Montreal

Required only for a
Corporation

CORPORATE AUTHORIZING RESOLUTION

"Whereas it is in the interests of the Company to enter into a security agreement with the Bank of Montreal as security for its present and future obligations to the Bank of Montreal and therein mortgage, charge, assign and otherwise transfer and encumber and grant security interests in all its present and future property and assets;

NOW THEREFORE BE IT RESOLVED THAT:

1. the Company do enter into, execute and deliver to the Bank of Montreal a security agreement substantially in the form of the draft security agreement presented to the directors, subject to such alterations, amendments or additions to which the President or a Vice-President of the Company may agree;
2. the Company do mortgage, charge, assign and otherwise transfer and encumber and grant security interests in all its present and future goods, inventory, intangibles, undertaking and other property and assets as security for its present and future obligations to the Bank of Montreal, all as provided in the said draft security agreement;
3. the execution by the President or a Vice-President of the Company of the said security agreement shall be conclusive proof of his or her agreement to any amendments, alterations or additions incorporated therein;
4. the President and the Vice-President of the Company be and they are each alone hereby authorized to execute and deliver the security agreement aforesaid on behalf of the Company and each of the officers of the Company are hereby authorized to execute all such other documents and writings and to do such other acts and things as may be necessary for fulfilling the Company's obligations under the said security agreement."

CERTIFICATE

To be completed by
Secretary or other
authorized officer; insert
name of corporation

I am the Secretary 608772 Alberta Ltd. of Fort McMurray, Alberta and I hereby certify that:

Insert the appropriate date

1. the foregoing is a true copy of a resolution duly and properly passed or consented to by the board of directors of the said Company on the 1 day of February, 2016.

2. the attached Security Agreement is in the form of the draft security agreement referred to in the resolution and has been duly and properly executed by the proper officers of the Company under its corporate seal; and

3. the resolution was passed at a meeting duly called and held on the date aforesaid and at which a quorum of the directors was present throughout the meeting, all the directors having received proper notice of the meeting or waiving such notice in accordance with the by-laws of the Company

Use applicable clause

(or where applicable - the Company is subject to the Business Corporations Act of Alberta and the resolution was consented to by the signatures of all the directors of the Company on the date aforesaid in accordance with the Business Corporations Act.)

To be signed by Secretary or
other authorized officer


Secretary

This is Exhibit "K" referred to in the Affidavit of Michelle Madriga
sworn before me this 23rd day of March, 2022.



A Commissioner for Oaths in and for the Province of Alberta

Nathan A. Stewart
Barrister & Solicitor

SECURITY AGREEMENT

The undersigned (hereinafter called the "Debtor") hereby enters into this Security Agreement with Bank of Montreal (hereinafter called the "Bank") for valuable consideration and as security for the repayment of all present and future indebtedness of the Debtor to the Bank and interest thereon and for the payment and discharge of all other present and future liabilities and obligations, direct or indirect, absolute or contingent, of the Debtor to the Bank (all such indebtedness, interest, liabilities and obligations being hereinafter collectively called the "Obligations"). This Security Agreement is entered into pursuant to and is governed by the Alberta Personal Property Security Act insofar as it affects personal property located in Alberta.

1. The Debtor hereby represents and warrants to the Bank that it has assets at the following locations in Alberta:

133 MacKenzie Street, Fort McMurray, Alberta, T9H 4K9

2. The Debtor hereby

(a) mortgages and charges to the Bank as and by way of a fixed and specific mortgage and charge, and grants to the Bank a security interest in, all its present and future goods and any proceeds therefrom, including, without limiting the generality of the foregoing, all fixtures, building materials, leased goods, plant, machinery, tools and furniture now or hereafter owned or acquired, and any goods specifically listed or otherwise described in any Schedule hereto;

(b) mortgages and charges to the Bank, and grants to the Bank a security interest in, all its present and future inventory and any proceeds therefrom, including, without limiting the generality of the foregoing, all raw materials, goods in process, work in progress, materials used or consumed in business, finished goods and packaging material and goods acquired or held for sale or lease or furnished under contracts of rental or service;

(c) assigns, transfers and sets over to the Bank and grants to the Bank a security interest in, all its present and future intangibles, chattel paper, securities, documents of title, instruments and money, and any proceeds therefrom, including, without limiting the generality of the foregoing, all its present and future book debts and other accounts receivable, monetary obligations, contract rights and other choses in action of every kind or nature now due or hereafter to become due, including insurance rights arising from or out of the assets referred to in sub-clauses (a) and (b) above; and

(d) charges in favour of the Bank as and by way of a floating charge its undertaking and all its property and assets, real and personal, moveable or immoveable, of whatsoever nature and kind, including without limitation client lists, client records and client files, both present and future (other than property and assets hereby validly assigned or subjected to a specific mortgage and charge and to the exceptions hereinafter contained). For the purposes of this Security Agreement, the goods, inventory, intangibles, chattel paper, securities, documents of title, instruments, money, undertaking and all other property and assets of the Debtor referred to in this clause 2 are hereinafter sometimes collectively called the "Collateral".

List all premises and asset locations, by schedule, if necessary

Attach a schedule, if goods and/or equipment are to be listed

3. The Collateral is on the date hereof primarily situate or located at the location(s) set out in clause 1 hereof but may from time to time be located at other premises of the Debtor. The Collateral may also be located at other places while in transit to and from such locations and premises; and the Collateral may from time to time be situated or located at any other place when on lease or consignment to any lessee or consignee from the Debtor. The Collateral shall not be removed from the Province of Alberta without the prior written consent of the Bank.

4. It is hereby declared that the last day of any term of years reserved by any lease, verbal or written, or any agreement therefor, now held or hereafter acquired by the Debtor, is hereby or shall be excepted out of the mortgages, charges and security interests hereby created, but the Debtor shall stand possessed of the reversion of one day remaining in the Debtor in respect of any such term of years, for the time being demised, as aforesaid upon trust to assign and dispose of the same as any purchaser of such term of years shall direct. There shall also be excluded from the security created by clause 2 (d) after-acquired consumer goods of the Debtor other than when subject to purchase money security interests in favour of the Bank, and other than accessions.

5. The Debtor

(a) shall not without the prior written consent of the Bank sell or dispose of any of the Collateral other than that described in sub-clause (b) of clause 2 above which may be sold only in the ordinary course of business and for the purpose of carrying on the same; and if the amounts of any of the Collateral of the type referred to in sub-clause (c) of clause 2 above or any proceeds arising from the Collateral of the type described in sub-clauses (a) and (b) of clause 2 above shall be paid to the Debtor, the Debtor shall receive the same as Trustee for the Bank and forthwith pay over the same to the Bank. The Debtor shall not without the prior written consent of the Bank create any liens upon or assign or transfer as security or pledge or hypothecate as security or create a security interest in the Collateral except to the Bank. The Debtor agrees that the Bank may at any time before or after default require any account debtor of the Debtor to make payment to the Bank and the Bank may take control of any proceeds referred to in sub-clauses (a), (b) and (c) of clause 2 hereof and may hold all amounts received from any account debtors and any proceeds as cash collateral as part of the Collateral and as security for the Obligations of the Debtor to the Bank.

(b) covenants not to substitute or modify any of the Debtor's rights under any Collateral of the type listed in sub-clause (c) of clause 2 above without the written consent of the Bank, and any substitution or modification not consented to may at the option of the Bank be treated as an act of default hereunder.

6. The Debtor shall at all times do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered all and singular every such further acts, deeds, transfers, assignments, security agreements and assurances as the Bank may reasonably require for the better granting, transferring, assigning, charging, setting over, assuring and confirming unto the Bank the property and assets hereby mortgaged and charged or subjected to security interests or intended so to be or which the Debtor may hereafter become bound to mortgage, charge, transfer, assign or subject to a security interest in favour of the Bank and for the better accomplishing and effectuating of this Security Agreement.

7. The Debtor shall at all times have and maintain insurance over the Collateral against risks of fire (including so-called extended coverage), theft, and also against such other risks as the Bank may reasonably require in writing, containing such terms, in such form, for such periods and written by such companies as may be reasonably satisfactory to the Bank. The Debtor shall duly and seasonably pay all premiums and other sums payable for maintaining such insurance and shall cause the insurance money thereunder to be payable to the Bank as its interest hereunder may appear and shall, if required, furnish the Bank with certificates or other evidence satisfactory to the Bank of compliance with the foregoing insurance provisions.

8. The Debtor shall keep proper books of account and shall at all times upon request by the Bank furnish the Bank with such information concerning the Collateral and the Debtor's affairs and business as the Bank may reasonably request, including financial statements, lists of inventory and equipment and lists of accounts receivable showing the amounts owing upon each account and securities therefor and copies of all financial statements, books and accounts, invoices, letters, papers and other documents in any way evidencing or relating to the account. The Debtor shall

permit the Bank at all reasonable times to enter onto its premises to inspect and copy its books, and to inspect the Collateral.

9. The Debtor shall be in default under this Security Agreement upon the occurrence of any one of the following events:

(a) the Debtor shall default under any of the Obligations;

(b) the Debtor shall default in the due observance or performance of any covenant, undertaking or agreement heretofore or hereafter given to the Bank, whether contained herein or not and including any covenant or undertaking set out in any Schedule to this Security Agreement;

(c) an execution of any other process of any court shall become enforceable against the Debtor or a distress or analogous process shall be levied upon the property of the Debtor or any part thereof, or a receiver shall be appointed for the Debtor;

(d) the Debtor shall become insolvent or commit an act of bankruptcy, or make an assignment in bankruptcy or a bulk sale of its assets or a bankruptcy petition shall be filed or presented against the Debtor and not be bona fide opposed by the Debtor;

(e) the Debtor shall cease to carry on business, or shall fail to keep the Collateral in repair and in good working order, or shall fail to promptly pay when due all taxes, licence fees and assessments levied on the Debtor;

(f) the Bank in good faith and on commercially reasonable grounds deems itself insecure or decides that the due discharge of the Obligations, the Collateral or the security is in jeopardy;

(g) the Debtor shall, without the prior written consent of the Bank, pay any dividend or bonus to shareholders or otherwise distribute or reduce its capital, or make capital expenditures in excess of \$ _____ in any year, or make any capital expenditure or payment while in default of the Obligations, or become guarantor, surety or endorser of the obligations of any other person other than in favour of the Bank, or lend money other than in the ordinary course of its business.

10. Upon any default under this Security Agreement, the Bank may declare any or all of the Obligations to be immediately due and payable and may proceed to realize the security hereby constituted and to enforce its rights by any method not prohibited by law, including by the appointment by instrument in writing of a receiver or receivers of the subject matter of such security or any part thereof and such receiver or receivers may be any person or persons, whether an officer or officers or employee or employees of the Bank or not, and the Bank may remove any receiver or receivers so appointed and appoint another or others in his or their stead; or by proceedings in any court of competent jurisdiction for the appointment of a receiver or receivers, or by sale of the Collateral or any part thereof; or by any other action, suit, remedy or proceeding authorized or permitted hereby or by law or by equity; and may file such proofs of claim and other documents as may be necessary or advisable in order to have its claim lodged in any bankruptcy, winding-up or other judicial proceedings relative to the Debtor. Any such receiver or receivers so appointed shall have power to take possession of the Collateral or any part thereof and if appointed a receiver-manager the power to carry on the business of the Debtor, and to borrow money required for the maintenance, preservation or protection of the Collateral or any part thereof or the carrying on of the business of the Debtor, and to further charge the Collateral in priority to the security constituted by this Security Agreement as security for money so borrowed, and to sell, lease or otherwise dispose of the whole or any part of the Collateral on such terms and conditions and in such manner as he shall determine. In exercising any powers any such receiver or receivers shall act as agent or agents for the Debtor and the Bank shall not be responsible for his or their actions.

In addition, the Bank may enter upon and lease or sell the whole or any part or parts of the Collateral.

Any such sale shall be on such terms and conditions as to credit or otherwise and as to upset or reserve bid or price as to the Bank in its discretion may seem advantageous and such sale may take place whether or not the Bank has taken possession of such property and assets.

No remedy for the realization of the security hereof or for the enforcement of the rights of the Bank shall be exclusive of or dependent on any other such remedy, but any one or more of such remedies may from time to time be exercised independently or in combination and the Bank may exercise any one or more of such remedies in respect of all or any portion of the Collateral as the Bank deems fit. The term "receiver" as used in this Security Agreement includes a receiver and manager.

11. The Bank shall not be responsible for any loss or damage to the Collateral, whether caused by the negligence or fault of the Bank, its servants or agents, or a sheriff or receiver, and the Bank shall not be obliged to preserve rights against other persons, keep the Collateral identifiable or repair, process or prepare the Collateral for disposition, and shall only be liable to account for funds (net of costs of collection, realization and sale, including solicitor and his own client legal costs), actually received by the Bank.

12. Any receiver-manager appointed by the Bank may carry on the business of the Debtor, and in addition to any powers or rights granted by law, a receiver or receiver-manager may, but shall be under no obligation to:

- (a) exercise any power or right granted to the Bank hereunder;
- (b) enter upon any premises under the control of the Debtor and take possession of the Collateral by any method not prohibited by law;
- (c) borrow money by charge against the Collateral for the preservation, processing, maintenance or preparation for sale of the Collateral, or for any other purpose;
- (d) realize on and dispose of the Collateral by any method not prohibited by law, and on any terms, whether to the highest bidder or not and whether in the ordinary course of the Debtor's business or not;
- (e) execute deeds, enter contracts and otherwise act as the attorney of the Debtor in dealing with the Collateral;
- (f) institute, defend, compromise, settle or continue any proceedings relating to the Collateral;
- (g) generally, to do any act necessary or convenient to the realization of the Collateral that the Debtor itself could have done.

13. Any and all payments made in respect of the Obligations from time to time and moneys realized from any securities held therefor (including moneys 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 shall at all times and from time to time have the right to change any appropriation as the Bank may see fit.

14. The Debtor agrees to pay all reasonable expenses, including solicitor's fees as between a solicitor and his own client and disbursements and the remuneration of any receiver appointed hereunder, incurred by the Bank in the preparation, perfection and enforcement of this Security Agreement or the Obligations, or in the holding, repairing, processing or preparing for disposition and disposing of the Collateral, with interest at the rate provided in the obligations, and the payment of such expenses shall be secured hereby.

15. The Bank may waive any default herein referred to; provided always that no act or omission by the Bank in the premises shall extend to or be taken in any manner whatsoever to affect any subsequent default or the rights resulting therefrom.

16. The Debtor acknowledges that value has been given, that the Debtor has rights in the Collateral and that the parties have not agreed to postpone the time for attachment of any security interest in this Security Agreement.

17. The security hereof is in addition to and not in substitution for any other security now or hereafter held by the Bank and shall be general and continuing security notwithstanding that the Obligations of the Debtor shall at any time or from time to time be fully satisfied or paid.

18. Nothing herein shall obligate the Bank to make any advance or loan or further advance or loan or to renew any note or extend any time for payment of any indebtedness or liability of the Debtor to the Bank.

19. This Security Agreement shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Debtor and the Bank.

20. This Security Agreement is a security agreement within the meaning of the Alberta Personal Property Security Act and does not constitute an acknowledgement of any particular indebtedness or liability of the Debtor to the Bank.

21. In construing this Security Agreement, terms herein shall have the same meaning as defined in the Alberta Personal Property Security Act, unless the context otherwise requires. The word "Debtor", the personal pronoun "it" or "its" and any verb relating thereto and used therewith shall be read and construed as required by and in accordance with the context in which such words are used depending upon whether the Debtor is one or more individuals, corporations or partnerships and, if more than one, this Security Agreement shall apply and be binding upon each of them severally. The term "successors" shall include, without limiting its meaning, any corporation resulting from the amalgamation of a corporation with another corporation and, where the Debtor is a partnership, any new partnership resulting from the admission of new partners or any other change in the Debtor, including, without limiting the generality of the foregoing, the death of any or all of the partners.

22. The Debtor waives the right to receive any financing statement or financing change statement registered by the Bank and any confirmation of registration or verification statement issued.

23. The Debtor acknowledges receipt of a copy of this Security Agreement.

IN WITNESS WHEREOF this Security Agreement has been executed by the Debtor on the 19 day of February, 2016.

Insert date of execution

If signed by corporation or other entity (e.g. partnership):

1943969 ALBERTA LTD.
(Name of Entity)

By: Brett Payne
Name: Brett Payne
Title: President

® Registered trade-marks of Bank of Montreal

Required only for a
Corporation

CORPORATE AUTHORIZING RESOLUTION

"Whereas it is in the interests of the Company to enter into a security agreement with the Bank of Montreal as security for its present and future obligations to the Bank of Montreal and therein mortgage, charge, assign and otherwise transfer and encumber and grant security interests in all its present and future property and assets;

NOW THEREFORE BE IT RESOLVED THAT:

1. the Company do enter into, execute and deliver to the Bank of Montreal a security agreement substantially in the form of the draft security agreement presented to the directors, subject to such alterations, amendments or additions to which the President or a Vice-President of the Company may agree;

2. the Company do mortgage, charge, assign and otherwise transfer and encumber and grant security interests in all its present and future goods, inventory, intangibles, undertaking and other property and assets as security for its present and future obligations to the Bank of Montreal, all as provided in the said draft security agreement;

3. the execution by the President or a Vice-President of the Company of the said security agreement shall be conclusive proof of his or her agreement to any amendments, alterations or additions incorporated therein;

4. the President and the Vice-President of the Company be and they are each alone hereby authorized to execute and deliver the security agreement aforesaid on behalf of the Company and each of the officers of the Company are hereby authorized to execute all such other documents and writings and to do such other acts and things as may be necessary for fulfilling the Company's obligations under the said security agreement."

CERTIFICATE

To be completed by
Secretary or other
authorized officer; insert
name of corporation

I am the Secretary 1943969 ALBERTA LTD. of Fort McMurray, Alberta and I hereby certify that:

Insert the appropriate date

1. the foregoing is a true copy of a resolution duly and properly passed or consented to by the board of directors of the said Company on the 19 day of February, 2016.

2. the attached Security Agreement is in the form of the draft security agreement referred to in the resolution and has been duly and properly executed by the proper officers of the Company under its corporate seal; and

3. the resolution was passed at a meeting duly called and held on the date aforesaid and at which a quorum of the directors was present throughout the meeting, all the directors having received proper notice of the meeting or waiving such notice in accordance with the by-laws of the Company

Use applicable clause

(or where applicable - the Company is subject to the Business Corporations Act of Alberta and the resolution was consented to by the signatures of all the directors of the Company on the date aforesaid in accordance with the Business Corporations Act.).

To be signed by Secretary or
other authorized officer


Secretary

This is Exhibit "L" referred to in the Affidavit of Michelle Madriga
sworn before me this 23rd day of March, 2022.



A Commissioner for Oaths in and for the Province of Alberta

Nathan A. Stewart
Barrister & Solicitor



**MORTGAGE OF LAND
LAND TITLES ACT (ALBERTA)**

Mortgagor:

Name: 608772 ALBERTA LTD.

Address: 133 MACKENZIE STREET, FORT MCMURRAY, ALBERTA
(as on title)

Name: _____

Address: _____
(as on title)

<input type="checkbox"/>	Joint Tenant	<input type="checkbox"/>	Tenant in Common	<input type="checkbox"/>	Life Estate
<input checked="" type="checkbox"/>	Fee Simple	<input type="checkbox"/>	Leasehold	<input type="checkbox"/>	_____

Mortgagee: BANK OF MONTREAL ("BMO")

10705 West Side Drive, Grande Prairie, Alberta, T8V 8E6

Mortgaged Land Description:

(attach page(s) if space insufficient)

PLAN7620533,
BLOCK 19
LOT 1
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 0.202 HECTARES (0.5 ACRES) MORE OR LESS

Principal Amount Secured: \$2,775,000.00

Interest Rate: Mortgagee's Prime Rate plus 5% per annum calculated and payable monthly not in advance, both before and after demand, both before and after default and both before and after judgment with interest calculated and payable on overdue interest.

Term of Mortgage / Payment Provision: Payable in full on demand.**Standard Mortgage Terms:** The Mortgagor acknowledges that:

- a) This Mortgage of Land consists of the terms contained herein and is subject to the terms contained in the Standard Form Mortgage that was filed with the Registrar of Land Titles under the *Land Titles Act* as # 101 289 720;

- b) The following clauses of the Standard Form Mortgage are specifically deleted (none are deleted unless specified here):
- c) The following clauses are specifically added to and included in the Standard Form Mortgage (see attached schedule – if no schedule is attached, no clauses are added):
- d) The Mortgagor acknowledges that it understands the nature of the statements made in (a), (b) and (c) above;
- e) The Mortgagor acknowledges receipt of a copy of the Standard Form Mortgage referred to in (a) above containing the mortgage terms;
- f) The Mortgagor is the registered owner of the land being mortgaged;
- g) By signing this Mortgage, the Mortgagor mortgages all of the Mortgagor's estate and interest in the land described herein to BMO for the purposes of securing payment of the principal sum secured, interest and all other amounts or sums secured by this Mortgage.

Dated: 19 February, 2016, in the City of Fort McMurray, in the Province of Alberta.

Witness (for individual Mortgagor only)

Mortgagor

Witness (for individual Mortgagor only)

Mortgagor

608772 ALBERTA LTD.
Corporate Mortgagor

Per: Brett Payne

Per: _____
c/s

AFFIDAVIT OF EXECUTION

I, _____, of _____,

in the Province of Alberta, make oath and say:

1. I was personally present and did see _____, who is known to me to be the person named in the within (or annexed) instrument, duly sign the instrument;

or

I was personally present and did see _____, who, on the basis of the identification provided to me, I believe to be the person named in the within (or annexed) instrument, duly sign the instrument;

2. The instrument was signed at the _____ of _____, in the Province of Alberta, and I am the subscribing witness thereto;

3. I believe the person whose signature I witnessed is at least eighteen years of age.

SWORN before me at the _____)
of _____ in the)
Province of Alberta, this _____ day)
of _____, 20__.

A Commissioner of Oaths in and for the)
Province of Alberta)

DOWER OF AFFIDAVIT

I, _____, of _____,

in the Province of Alberta, MAKE OATH AND SAY:

1. I am the Mortgagor named in the within (or annexed) instrument.

2. I am not married.

or

Neither myself nor my spouse have resided on the within mentioned land at any time since our marriage.

Or

I am married to _____ being the person who executed the release of dower rights registered in the Land Titles Office on _____, _____, as instrument number _____.

SWORN before me at the _____)
of _____, in the)
Province of Alberta, this _____ day)
of _____, 20__.

A Commissioner of Oaths in and for the)
Province of Alberta)

CERTIFICATE OF ACKNOWLEDGMENT BY SPOUSE

1. This document was acknowledged before me by _____ apart from her husband (his wife).
2. _____ acknowledged to me that she (or he):
 - (a) is aware of the nature of the disposition,
 - (b) is aware that the Dower Act gives her (or him) a life estate in the homestead and the right to prevent disposition of the homestead by withholding consent,
 - (c) consents to the disposition for the purpose of giving up the life estate and other dower rights in the homestead given to her (or him) by the Dower Act, to the extent necessary to give effect to the said disposition,
 - (d) is executing the document freely and voluntarily without any compulsion on the part of her husband (his wife).

Dated at the _____ of _____, in the Province of Alberta, this _____ day of _____, 20__.

A Commissioner For Oaths in and
For the Province of Alberta

CONSENT OF SPOUSE

I, _____, being married to the above named _____ do hereby give my consent to the disposition of our homestead, made in this instrument, and I have executed this document for the purpose of giving up my life estate and other dower rights in the property given to me by the Dower Act, to the extent necessary to give effect to the said disposition.

(Signature of Spouse)

**BANK OF MONTREAL
ALBERTA
STANDARD FORM MORTGAGE
ALL INDEBTEDNESS MORTGAGE
(COMMERCIAL/FARM)**

Filing Number 101 289 720

The following standard form mortgage (together with the schedule attached hereto, the "Standard Form Mortgage") shall be deemed to be included in each mortgage or charge in which it is referred to by its filing number except to the extent that the provisions of the Standard Form Mortgage are excluded or varied by such mortgage or charge.

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B. DEFINITIONS

In this Standard Form Mortgage and in each Mortgage, the following terms shall have the following meanings:

1. **"Applicable Rate"** means:
 - (a) the applicable interest rate specified by the applicable note or agreement delivered by the Mortgagor to the Mortgagee or between the Mortgagor and the Mortgagee; or
 - (b) if the interest rate referred to in subsection (a) is not so specified, the applicable interest rate specified by the Mortgage.
2. **"Controlling Entity"** means any corporation or other entity which on the date of the Mortgage beneficially owned, directly or indirectly, shares, other securities or other equity interests issued by the Mortgagor or a Guarantor which have more than 50% of the total ordinary voting power of all shares, other securities and other equity interests issued by the Mortgagor or such Guarantor.
3. **"Default"** means a default referred to in section I.
4. **"Guarantor"** means a person who guaranteed payment of all or any Indebtedness.
5. **"Indebtedness"** means all present and future indebtedness and liability now or hereafter owing by the Mortgagor to the Mortgagee whether direct or indirect, absolute or contingent, or revolving or non-revolving, whether incurred by the Mortgagor alone or together with any other debtor or debtors and whether incurred pursuant to the provisions of the Mortgage or otherwise including all principal, interest, guarantee liabilities, letter of credit indemnity liabilities, bankers acceptance indemnity liabilities, fees and expenses now or hereafter owing by the Mortgagor to the Mortgagee.
6. **"Insolvency Proceeding"** means a proceeding commenced under the *Companies' Creditors Arrangement Act*, the *Bankruptcy and Insolvency Act* or any other similar statute.
7. **"Lease"** means a lease, offer to lease or other similar agreement of or with respect to the Mortgaged Land in favour of, or held by the Mortgagor as tenant and referred to in the Mortgage, as such lease, offer to lease or other similar agreement is amended or replaced from time to time.
8. **"Mortgage"** means the applicable registered mortgage or charge (as amended from time to time) in which this Standard Form Mortgage is incorporated by reference to its filing number (including all Schedules thereto), includes any such mortgage or charge registered electronically or otherwise and includes such mortgage or charge whether or not any provision of the Standard Form Mortgage is excluded or varied.
9. **"Mortgaged Land"** means the real property described in the Mortgage, all appurtenances thereto and all estates and interests therein, and includes all buildings, plant, machinery, crops, erections and improvements, fixed or otherwise, present or future, built, grown, placed or put thereon including all fences, heating equipment, plumbing equipment, antennae, radiators, mirrors, air-conditioning equipment, ventilating equipment, fire alarm and protective systems, lighting and lighting fixtures, hay racks, barn fixtures, milking machine equipment, water tanks, pumps and windmills, water bowls and pipes, feed boxes, litter carriers and tracks, mobile homes affixed to the real property, furnaces, boilers, oil burners, stokers, water heating equipment, cooking and refrigeration equipment, window blinds, floor coverings, storm windows, storm doors, window screens, door screens, shutters and awnings, all apparatus and equipment appurtenant thereto, and all other fixtures and accessions of any kind or nature.
10. **"Mortgagee"** means the mortgagee or chargee referred to in the Mortgage and its successors and assigns.
11. **"Mortgagee's Prime Rate"** means the fluctuating annual rate of interest determined by Bank of Montreal from time to time as the reference rate it will use to determine rates of interest payable by borrowers from Bank of Montreal of Canadian dollar loans made in Canada and designated by Bank of Montreal as its prime rate.

12. **"Mortgagor"** means the person or persons identified as the mortgagor or chargor in the Mortgage and his, her, its or their respective heirs, executors, administrators, personal representatives, successors and assigns.
13. **"Other Encumbrances"** means all statutory liens, construction liens, mechanics' liens, builders' liens, other liens, executions, mortgages, charges, and other encumbrances which charge or otherwise affect or could affect the Mortgaged Land but excludes the Mortgage.
14. **"Permitted Prior Mortgage"** means a mortgage or charge of the Mortgaged Land which ranks in priority to the Mortgage and which the Mortgagee has approved in writing.
15. **"Receiver"** means a receiver, receiver and manager or other similar person.
16. **"Schedule"** means a schedule to the Mortgage.
17. **"Taxes"** means all taxes, rates and assessments, municipal, provincial, federal or otherwise, with respect to the Mortgaged Land.

C. OPERATION OF THE MORTGAGE

1. *Charge of Mortgaged Land.* In consideration of other valuable consideration and a loan advance made or other credit extended by the Mortgagee to the Mortgagor (the receipt and sufficiency of which are acknowledged by the Mortgagor), the Mortgagor hereby mortgages and charges the Mortgaged Land to and in favour of the Mortgagee as security for payment to the Mortgagee of all Indebtedness and as security for the observance and performance by the Mortgagor of all other obligations of the Mortgagor pursuant to or in respect of the Mortgage or the Standard Form Mortgage. Subject to the provisions of the Mortgage, the Mortgagor releases to the Mortgagee, all the Mortgagor's claims upon the Mortgaged Land.
2. *Repayment of Principal on Demand.* The Mortgagor shall pay all Indebtedness to the Mortgagee on demand by the Mortgagee for payment.
3. *Restriction on Voluntary Prepayments.* The Mortgagor shall not be entitled to prepay voluntarily any principal amount (including any principal amount owing with respect to a revolving line of credit or a demand loan) except to the extent agreed to by the Mortgagee in writing.
4. *Calculation and Payment of Interest.* The Mortgagor shall pay to the Mortgagee when due interest payable by the Mortgagor on each part of the Indebtedness (including interest on overdue interest) at the Applicable Rate which applies to such part of the Indebtedness. Interest shall accrue on each part of the Indebtedness from the date such part is incurred to the date such part is paid to the Mortgagee in full. Interest shall, both before and after Default, be calculated and payable monthly not in advance on the first day of each month unless otherwise agreed by the Mortgagor and the Mortgagee in writing. Whenever there is more than one Applicable Rate, the Applicable Rate referred to in sections D, E, G, J and K shall, unless otherwise agreed by the Mortgagee in writing, be the higher or highest of such Applicable Rates.
5. *Continuing Security.* The Mortgage shall be continuing security in favour of the Mortgagee for the payment of all Indebtedness, notwithstanding at any time and from time to time there is:
 - (a) any change in the nature, state or form of any account between the Mortgagor and the Mortgagee;
 - (b) any new advance by the Mortgagee to the Mortgagor, whether by way of loan, discount, the drawing of a cheque against an account of the Mortgagor or otherwise;
 - (c) any discount or acceptance by the Mortgagee from or for the Mortgagor of any note, bill of exchange or other negotiable instrument or commercial paper;
 - (d) any credit of any amount to any account of the Mortgagor by reason of deposit of moneys or otherwise; or

- (e) any renewal, replacement, substitution or alteration of any note, bill of exchange or other negotiable instrument or other commercial paper from time to time held by the Mortgagee or any reduction, satisfaction, payment, release or discharge thereof or of any other security therefor.

Nothing herein shall prejudice any of the Mortgagee's rights pursuant to or in respect of any note, bill of exchange, other agreement or other security now or hereafter held by the Mortgagee.

6. *Divided Parts of Mortgaged Land.* Every part of the Mortgaged Land into which the Mortgaged Land may hereafter be divided by a plan of subdivision or otherwise shall continue to be charged with payment of all Indebtedness but the Mortgagee may discharge any part or parts of the Mortgaged Land with or without sufficient consideration and without releasing the Mortgagor from the Mortgage and no person shall have any right to require the Indebtedness to be apportioned between or among such parts.

7. *Application of Amounts Paid.* Any and all amounts received by the Mortgagee with respect to Indebtedness before a Default shall, unless otherwise specified by the Mortgagee in writing, be applied firstly to reduce compound interest, secondly to reduce interest (other than compound interest), thirdly to reduce principal and fourthly to reduce any other Indebtedness. Any and all amounts received by the Mortgagee after a Default (including any and all amounts received from any security held by the Mortgagee) shall be applied by the Mortgagee in the manner determined by the Mortgagee in its sole discretion.

8. *Discharge of Mortgage.* If the Mortgagor shall duly pay to the Mortgagee all Indebtedness and the Mortgagee is not then obligated to extend any credit to the Mortgagor, the Mortgagor may request from the Mortgagee a discharge of the Mortgage and, upon delivery by the Mortgagee to the Mortgagor of a discharge of the Mortgage, the Mortgage shall terminate and cease to operate; provided that the Mortgage shall not terminate or cease to operate while any Indebtedness remains unpaid or while the Mortgagee is obligated to extend any credit to the Mortgagor only because, at any prior time or times, all Indebtedness had been paid in full. The Mortgagee shall not be obligated to deliver any partial discharge of the Mortgage.

9. *Consolidation of Mortgages.* To the extent permitted by law, the doctrine of consolidation shall apply with respect to *inter alia* the Mortgage.

D. COVENANTS, REPRESENTATIONS AND WARRANTIES OF MORTGAGOR

1. *Payment of Principal and Interest.* The Mortgagor shall pay to the Mortgagee when due all Indebtedness without deduction or set-off of any kind. The Mortgagor expressly agrees not to fail to pay any Indebtedness when due and not to reduce the amount of any due payment of any Indebtedness as a result, or in respect of any existing or future claim by the Mortgagor against the Mortgagee or against any other person whether such claim relates to any or all Indebtedness, the Mortgage, any other agreement between the Mortgagor and the Mortgagee, any other transaction or any other agreement or matter whatsoever.

2. *Observance and Performance of Other Obligations.* The Mortgagor shall duly and punctually observe and perform all the Mortgagor's existing and future obligations pursuant to the Mortgage and all the Mortgagor's existing and future obligations pursuant to any and all other existing and future agreements delivered by the Mortgagor to the Mortgagee or between the Mortgagor and the Mortgagee.

3. *Payment of Taxes.* The Mortgagor shall promptly pay all Taxes as they become due and, within one month after the date fixed for the payment of the last installment of Taxes in each year, shall deliver to the Mortgagee a receipted tax bill showing payment in full of all such Taxes payable during such year. If the Mortgagor fails to pay any Taxes as they become due, the Mortgagee may, at its option, pay the whole or any part of such Taxes. The amounts so paid by the Mortgagee shall be payable forthwith by the Mortgagor to the Mortgagee with interest thereon at the Applicable Rate, shall be a part of the Indebtedness and shall be secured by the Mortgage.

4. *Good Title and Free From Encumbrances.* The Mortgagor represents and warrants to the Mortgagee that the Mortgagor is the legal and beneficial owner of, and has good, absolute and

indefeasible title and estate in fee simple to the Mortgaged Land (or the leasehold interest therein if section E applies), free of any Other Encumbrances except any Permitted Prior Mortgage, statutory liens that secure payment of amounts not in arrears, public utilities easements or minor easements or restrictive covenants that do not impair the value, marketability or use of the Mortgaged Land or other encumbrances consented to by the Mortgagee in writing, and free of any reservations, limitations, provisos or conditions whatsoever except those contained in the original grant thereof, if any, from the Crown; the Mortgagor has good right, full power and lawful and absolute authority to mortgage and charge the Mortgaged Land (or, if section E applies, its leasehold interest therein) to the Mortgagee in accordance with the provisions of the Mortgage.

5. *Insurance.* The Mortgagor shall maintain, in form, substance and amount and with insurers satisfactory to the Mortgagee, all insurance required by the Mortgagee from time to time with respect to the Mortgaged Land (including boiler, property, public liability, rental, environmental and business interruption insurance and insurance covering all crops grown on the Mortgaged Land insuring such crops against damage by hail and against perils covered by all-risk crop insurance). The Mortgagor shall deliver to the Mortgagee, from time to time at the Mortgagee's request, certificates of insurance and certified copies of such insurance policies showing all loss payable to the Mortgagee as first mortgagee (subject to the interests of the holder of any Permitted Prior Mortgage) and loss payee and containing a mortgage clause satisfactory to the Mortgagee. As additional and separate security for payment of all Indebtedness, the Mortgagor hereby assigns to the Mortgagee all the Mortgagor's present and future interests in and to all such present and future insurance policies and all proceeds therefrom. The Mortgagor shall not repair any damage using proceeds of any insurance without the Mortgagee's prior written consent and the Mortgagee may, at its discretion, apply any and all insurance proceeds to reduce Indebtedness. If the Mortgagor fails to maintain insurance required by the Mortgagee, the Mortgagee may arrange insurance with respect to the Mortgaged Land, the Mortgagor shall pay to the Mortgagee, on demand by the Mortgagee, all amounts paid by the Mortgagee to effect such insurance and the Mortgagor shall pay interest thereon at the Applicable Rate; and all such amounts owing by the Mortgagor shall be part of the Indebtedness and secured by the Mortgage. The Mortgagor shall, forthwith on the occurrence of any loss or damage, furnish at the Mortgagor's own expense all necessary proofs and do all necessary acts to enable the Mortgagee to obtain payment of the insurance monies. Any insurance monies received may, at the option of the Mortgagee, to the extent permitted by law, be applied to rebuild or repair the premises on the Mortgaged Land or be paid to the Mortgagor or any other person appearing by the registered title to be or to have been the owner of the Mortgaged Land, or be applied to pay Indebtedness whether or not then due, despite any law, equity or statute to the contrary. The Mortgagor, to the extent permitted by law, hereby waives any statutory or other right it may have (including any right under the *Insurance Act* (Alberta) or the *Fire Prevention (Metropolis) Act* (Alberta)) to require any insurance proceeds to be applied in any particular manner.

6. *Payment of Other Encumbrances.* The Mortgagor shall promptly pay when due all amounts now or hereafter owing pursuant to or with respect to any Other Encumbrances and shall deliver to the Mortgagee, at the Mortgagee's request, evidence showing payment in full of all such amounts. If the Mortgagor fails to pay any Other Encumbrances when due, the Mortgagee may, at its option, pay the whole or any part of any present or future Other Encumbrances. The amounts so paid shall be payable forthwith by the Mortgagor to the Mortgagee with interest thereon at the Applicable Rate, shall be a part of the Indebtedness and shall be secured by the Mortgage. In the event the Mortgagee pays any Other Encumbrance, it shall be entitled to all the equities, rights and securities of the person or persons so paid and to obtain an assignment of such Other Encumbrance so paid and of any right to payment and is hereby authorized to retain any discharge thereof without registration for so long as it may think fit to do so.

7. *Payment of Expenses.* The Mortgagor shall pay to the Mortgagee, on demand by the Mortgagee, all costs, charges, expenses (including legal fees as between a solicitor and his or her own client), commissions and fees which may be incurred by the Mortgagee in negotiating any credit or credits secured by the Mortgage, investigating the title to the Mortgaged Land, preparing and registering the Mortgage and other documents, administering any credit or credits extended by the Mortgagee to the Mortgagor, inspecting the Mortgaged Land, collecting any Indebtedness, taking any proceeding in connection with or to collect any Indebtedness, taking and maintaining possession of the Mortgaged Land, maintaining and repairing the Mortgaged Land, and taking any other enforcement proceedings. The Mortgagor shall deliver to the Mortgagee, at the Mortgagee's request, evidence showing payment in full of all such amounts. If

the Mortgagor fails to pay any such amounts as they become due, the Mortgagee may, at its option, pay any such amounts and the amounts so paid by the Mortgagee shall be payable forthwith by the Mortgagor to the Mortgagee with interest thereon at the Applicable Rate, shall be a part of the Indebtedness and shall be secured by the Mortgage.

8. *Compliance with Laws.* The Mortgagor represents and warrants to the Mortgagee that, as at the date of the Mortgage, the Mortgagor has complied with, and the Mortgagor agrees that it shall comply with all laws, by-laws and regulations affecting the Mortgaged Land and all orders and decisions of any governmental authority, governmental agency or court having jurisdiction affecting the Mortgaged Land (including all such laws, by-laws, regulations, orders and decisions relating to the environment or to residential or other property, including those relating to the amount of rent charged by the Mortgagor with respect to any part of the Mortgaged Land). The Mortgagor shall, at the Mortgagor's expense, promptly and in good and workmanlike manner make all improvements, alterations, clean-ups and repairs and effect any change in use that may be required from time to time to so comply.

9. *Maintain in Good Repair and Avoid Waste.* The Mortgagor represents and warrants to the Mortgagee that, as at the date of the Mortgage, all buildings, erections, equipment, machinery and improvements on the Mortgaged Land are in good condition and repair and that all noxious weeds have been eradicated from the Mortgaged Land. The Mortgagor shall maintain all buildings, erections, equipment, machinery and improvements on the Mortgaged Land in good condition and repair to the satisfaction of the Mortgagee, shall eradicate all noxious weeds from the Mortgaged Land and shall not permit waste to be committed or suffered on the Mortgaged Land or any part thereof. The Mortgagee or its agent shall be entitled, from time to time, to enter on the Mortgaged Land to inspect the Mortgaged Land and to undertake any tests (including intrusive environmental tests) required by the Mortgagee. If the Mortgagor neglects to keep the Mortgaged Land or any buildings, erections, equipment, machinery or improvements on the Mortgaged Land in good condition and repair, fails to eradicate noxious weeds from the Mortgaged Land or commits or permits any act of waste on the Mortgaged Land (as to which the Mortgagee shall be the sole judge), or fails to comply with section D.8., the Mortgagee or its agent may enter upon the Mortgaged Land and make such repairs and undertake such work and take such action as the Mortgagee deems necessary. All costs of such inspection, testing, repairs, work and action shall be payable forthwith by the Mortgagor to the Mortgagee with interest thereon at the Applicable Rate, shall be a part of the Indebtedness and shall be secured by the Mortgage.

10. *Environmental Representation and Indemnity.* The Mortgagor represents and warrants to the Mortgagee that there has not occurred, after the date the Mortgagor acquired an interest in the Mortgaged Land, any spill, leak, contamination or other material environmental problem affecting the Mortgaged Land or any part thereof (other than any such spill, leak, contamination or other environmental problem which has been remedied). The Mortgagor shall indemnify and save harmless the Mortgagee and any Receiver of the Mortgaged Land from any and all expenses and damages incurred or suffered by the Mortgagee or such Receiver as a result, or in respect of any spill, leak, contamination or other environmental problem affecting the Mortgaged Land or any part thereof. This indemnity shall survive the payment of all Indebtedness and the satisfaction, discharge or enforcement of the Mortgage or any other security.

11. *No Alterations or Change in Use.* The Mortgagor shall not, without the prior written consent of the Mortgagee, make, or permit to be made, any alterations or additions to the Mortgaged Land or any building thereon or change the Mortgagor's use of the Mortgaged Land or any building thereon and the Mortgagor shall not allow the Mortgaged Land to be unoccupied or unused.

12. *No Unapproved Charge or Encumbrance by Mortgagor.* The Mortgagor shall not, without the Mortgagee's prior written consent, mortgage, charge, lien or encumber the Mortgaged Land or any part thereof or any interest therein or permit any Other Encumbrance to remain thereon except for any Permitted Prior Mortgage, statutory liens that secure payment of amounts not in arrears and public utilities easements or minor easements or restrictive covenants that do not impair the value, marketability or use of the Mortgaged Land.

13. *Change in Ownership or Spousal Status.* Upon any change or event affecting any of the following, namely:

- (a) the spousal status of the Mortgagor, if the Mortgagor is an individual;
- (b) the qualification of the Mortgaged Land as a matrimonial home; or
- (c) the ownership of the Mortgaged Land,

the Mortgagor shall forthwith advise the Mortgagee accordingly in writing and furnish the Mortgagee with full particulars thereof, the intention being that the Mortgagee shall be kept fully informed of the names and addresses of the owner or owners of the Mortgaged Land and of any spouse who is not an owner but who may have a legal right of possession of or interest in the Mortgaged Land. The Mortgagor shall furnish the Mortgagee with such evidence in connection with any of subsections (a), (b) and (c) of this provision as the Mortgagee may from time to time request.

14. *Expropriation.* If the Mortgaged Land or any part thereof is condemned or expropriated to an extent which, in the Mortgagee's sole discretion, materially affects the Mortgagee's security, all Indebtedness shall, at the option of the Mortgagee, be deemed to have become due and payable on the day before such condemnation or expropriation, and interest shall continue to accrue thereon, at the Applicable Rate, until the Mortgagee has been paid all Indebtedness. The Mortgagor shall pay to the Mortgagee from any condemnation or expropriation proceeds the full amount thereof, to be applied by the Mortgagee to reduce Indebtedness. The Mortgagor acknowledges that it has been advised by its counsel as to the meaning of section 49 of the *Expropriation Act* (Alberta), and being fully aware that under the terms of the said Act the Mortgagee may be restricted to recovering the market value of the Mortgage at the date of any expropriation, the Mortgagor hereby waives the provisions of section 49 of the *Expropriation Act* (Alberta) and further waives any provisions which may be enacted and in force from time to time in replacement of, or in addition to, the provisions of section 49 of the *Expropriation Act* (Alberta).

15. *Power of Attorney.* The Mortgagor hereby irrevocably appoints the Mortgagee or any Receiver appointed by the Mortgagee under or pursuant to the Mortgage or by any order of a court of competent jurisdiction, as the Mortgagor's attorney for all purposes to take any and all action deemed appropriate by the Mortgagee or such Receiver after the occurrence of a Default. Such appointment shall, for the purposes of section 115(5) of the *Land Titles Act* (Alberta), constitute an irrevocable power of attorney granted by the Mortgagor. The Mortgagee shall have full power of substitution and may provide any Receiver with the power to exercise such rights as attorney hereunder, and may at any time revoke any such substitution.

16. *Further Assurances.* The Mortgagor shall (and shall cause each person having or claiming to have an estate, right, title or interest in or to the Mortgaged Land to) at any time and from time to time, at the Mortgagee's request, do, execute and deliver or cause to be made, executed and delivered to the Mortgagee such further and other reasonable acts, deeds, conveyances, charges and assurances as may be required by the Mortgagee to fully and effectually carry out the intention and meaning of the Mortgage and the provisions included in the Mortgage and the reasonable cost of such further assurances shall be part of the Indebtedness and secured by the Mortgage.

17. *Business Purposes Only.* The Mortgagor shall use only for business purposes any amounts loaned by the Mortgagee to the Mortgagor and secured by the Mortgage.

18. *No Registration of Condominiums or Strata Title Developments.* The Mortgagor shall not, without the Mortgagee's prior written consent, register any condominium or strata title development with respect to all or part of the Mortgaged Land or any declaration or description with respect thereto and the Mortgagee shall not have any obligation to provide such consent.

19. *Delivery of Information.* The Mortgagor shall deliver to the Mortgagee, promptly at the Mortgagee's request, all financial statements and other information as the Mortgagee may request from time to time with respect to the Mortgagor, a Guarantor or the Mortgaged Land.

20. *No Litigation or Other Proceedings.* The Mortgagor represents and warrants that, as at the date of the Mortgage, there is no application, litigation, proceeding or investigation outstanding or, to the Mortgagor's knowledge, pending or threatened, against the Mortgagor or any Guarantor or with respect to the Mortgaged Land or any part thereof including any application,

litigation, proceeding or investigation in respect of residential or other property by-laws or regulations. The Mortgagor shall notify the Mortgagee in writing of any such application, litigation, proceeding or investigation commenced after the date of the Mortgage, promptly after such commencement.

21. *Mortgagor a Canadian Resident.* The Mortgagor represents and warrants that, as at the date of the Mortgage, it is not a non-resident of Canada for purposes of the Income Tax Act and agrees that the Mortgagor shall not, without the Mortgagee's prior written consent, become a non-resident of Canada.

22. *Good Management of Mortgaged Land.* The Mortgagor shall at all times cause the Mortgaged Land to be managed in a commercially reasonable manner by the Mortgagor or by a property manager satisfactory to the Mortgagee, acting reasonably.

E. MORTGAGE OF LEASEHOLD INTEREST

If the Mortgagor is not the owner of the Mortgaged Land in fee simple but is the owner of a leasehold interest in the Mortgaged Land as tenant, or as an assignee or successor of a tenant, pursuant to a Lease, the following provisions shall apply:

1. *Representations and Warranties.* The Mortgagor represents and warrants to the Mortgagee that, as at the date of the Mortgage:

- (a) the Lease is a good, valid and subsisting lease and has not been surrendered, forfeited or terminated or, except as specified in the Mortgage, amended, and the rents, covenants and provisions therein reserved and contained have been duly paid, performed and observed by the Mortgagor up to the date of the Mortgage; and
- (b) the Mortgagor has good right and full, lawful and absolute authority to charge, mortgage, demise and sublet the Mortgaged Land in accordance with the Mortgage and any consent thereto required of the applicable landlord has been obtained.

2. *Covenants Relating to Lease.* The Mortgagor agrees with the Mortgagee as follows:

- (a) The Mortgagor shall at all times fully perform and comply with all the obligations of the Mortgagor under or with respect to the Lease, or imposed on, assumed by or agreed to by the Mortgagor pursuant to any Other Encumbrances and, if the Mortgagor fails to do so, the Mortgagee may (but shall not be obliged to) take any action the Mortgagee deems necessary or desirable to prevent or to cure any default by the Mortgagor in the performance of or compliance with any such obligations. The Mortgagor shall promptly provide to the Mortgagee a copy of any notice the Mortgagor receives from the landlord, any prior mortgagee or encumbrancer, any claimant of any of the Other Encumbrances or any other person under or relating to the Lease of the Mortgaged Land. Upon receipt by the Mortgagee from the Mortgagor, the landlord, any prior mortgagee or encumbrancer, any claimant of any of the Other Encumbrances or any other person of any notice, including a notice of default, the Mortgagee may rely thereon and take any action with respect to such notice as may be required in the Mortgagee's sole discretion, including to cure a default even though the existence of such default or the nature thereof may be questioned or denied by or on behalf of the Mortgagor and the Mortgagee shall have the absolute and immediate right to enter in and upon the Mortgaged Land or any part thereof to such extent and as often as the Mortgagee, in its sole discretion deems necessary or desirable, in order to prevent or to cure any such default. The Mortgagee may pay and expend such amounts as the Mortgagee in its sole discretion deems necessary for any such purpose, and the amounts so paid shall be payable by the Mortgagor to the Mortgagee on demand by the Mortgagee with interest thereon at the Applicable Rate, and shall be a part of the Indebtedness and be secured by the Mortgage.
- (b) If the Mortgage is outstanding at the expiration of the term of the Lease and the Mortgagor refuses or neglects to exercise the Mortgagor's right, if any, to renew

or extend the term of the Lease or refuses to pay any fees, costs, charges or expenses payable upon any such renewal or extension, the Mortgagee may effect such renewal or extension in the name of the Mortgagor or otherwise, and every such renewed or extended Lease shall remain and be mortgaged and charged pursuant to the Mortgage in accordance with the Mortgage.

- (c) From and after the execution and delivery of the Mortgage, the Mortgagor shall stand possessed of the Mortgaged Land for the remainder of the Lease in trust for the Mortgagee, and shall exercise any right to renew or extend the term of the Lease or to assign the Lease as the Mortgagee may direct, but subject to the Mortgagor's right of redemption under the Mortgage. The Mortgagor hereby irrevocably appoints the Mortgagee as the Mortgagor's attorney for and on behalf of the Mortgagor to exercise any such renewal or extension right and to assign the Lease and convey the leasehold interest in the Mortgaged Land and the reversion thereof as the Mortgagee shall at any time direct after the occurrence of a Default and, in particular, upon any sale made by the Mortgagee under any power of sale contained in the Mortgage or granted by statute to assign the Lease and convey the Mortgagor's leasehold interest in the Mortgaged Land and the reversion to a purchaser. The Mortgagee may at any time remove the Mortgagor or any other person from being a trustee of the Lease under the above declaration of trust and appoint a new trustee or trustees.
- (d) The Mortgagor shall not surrender, terminate, amend or modify the Lease or agree to do so without the prior written consent of the Mortgagee, which the Mortgagee may withhold in its absolute discretion. No release or forbearance of any of the Mortgagor's obligations under the Lease or under any Other Encumbrance shall release the Mortgagor from any of the Mortgagor's obligations under the Mortgage.
- (e) Unless the Mortgagee expressly consents in writing, the title in fee simple to the Mortgaged Land and the leasehold estate shall not merge but shall always remain separate and distinct, notwithstanding the union of said estates by purchase or otherwise.

3. *Last Day of Term Excepted.* Despite any other provision of the Mortgage, the last day of the term of the Lease and of any renewal or extension thereof and of any agreement therefor now held or hereafter acquired by the Mortgagor shall be excepted out of the mortgage, charge and demise contained in the Mortgage.

4. *Charge by way of Sublease.* Despite section C.1. and any other provision of the Mortgage (except section E.3.), the Mortgagor mortgages and charges, by way of sublease, the Mortgagor's leasehold interest in the Mortgaged Land pursuant to the Lease, the mortgages and charges contained in the Mortgage shall be by way of sublease and the Mortgagee shall not have any obligation or liability to the landlord or any other person pursuant to or in respect of the Lease.

5. *Leasehold Interests.* Wherever any reference is made in the Mortgage to any right of the Mortgagee to sell, transfer, assign, lease, sublease, alienate or otherwise deal with the Mortgaged Land, such reference shall be deemed, subject to section E.3., to relate to the existing and future rights and interests of the Mortgagor in the Mortgaged Land pursuant to the Lease.

F. ASSIGNMENT OF LEASES AND RENTS

If the Mortgagor or any predecessor of the Mortgagor grants or has granted any lease, offer to lease, tenancy agreement or other similar agreement of all or any part of the Mortgaged Land as landlord, the following provisions shall apply:

1. *Assignment.* As additional and separate security for payment of all Indebtedness, the Mortgagor hereby assigns, transfers and sets over to the Mortgagee, all the Mortgagor's rights and interests as landlord in all existing and future leases, tenancy agreements, offers to lease and other similar agreements with respect to all or part of the Mortgaged Land, and all rents, incomes, profits and other amounts now or hereafter arising from or out of all or part of the Mortgaged Land or any building, improvement, fixture or part thereof forming part of the Mortgaged Land.

2. *Separate Assignments.* The assignment of each of the foregoing and of each of the rents, incomes, profits and other amounts by the Mortgagor to the Mortgagee pursuant to section F.1. shall be deemed to be a separate assignment so that the Mortgagee in its discretion may exercise its rights in respect of any or all of such leases, offers to lease, tenancy agreements or other similar agreements or the rents, incomes, profits or other amounts paid or payable thereunder.

3. *Collection by Mortgagor before Default.* Until there occurs a Default, the Mortgagor may collect, retain and apply all rents, incomes, profits and other amounts and deal with all leases, offers to lease, tenancy agreements and other similar agreements from time to time in accordance with sound business practice.

4. *No Liability of Mortgagee and Indemnity by Mortgagor.* Nothing herein shall obligate the Mortgagee to assume or perform (and nothing herein shall impose on the Mortgagee) any liability or obligation of the Mortgagor to any tenant or other person pursuant to or in respect of any lease, offer to lease, tenancy agreement, other similar agreement or otherwise and the Mortgagor hereby indemnifies and saves harmless the Mortgagee from any and all claims with respect thereto, provided that the Mortgagee may, at its sole option, assume or perform any such obligations as it considers necessary or desirable.

5. *Re-assignment.* The Mortgagee may, at any time without further request or agreement by the Mortgagor, reassign to the Mortgagor, or the Mortgagor's heirs, administrators, successors or assigns, any or all of the collateral referred to in section F.1.

6. *Application by Mortgagee.* The Mortgagee's obligations with respect to any amount collected by the Mortgagee shall be discharged by the application of such amount to reduce Indebtedness.

7. *Not Mortgagee in Possession.* Nothing contained herein shall have the effect of making the Mortgagee a mortgagee in possession of the Mortgaged Land.

G. CONDOMINIUM OR STRATA TITLE DEVELOPMENT PROVISIONS

If the Mortgaged Land is or includes one or more condominium units or strata title units, the following provisions shall apply:

1. *Compliance with Requirements.* The Mortgagor shall observe and perform each of the covenants and provisions required to be observed and performed pursuant to the Mortgage, all applicable statutes governing or affecting condominiums or strata title developments, and the declaration, description, by-laws and rules, as amended from time to time, of the applicable condominium corporation or strata corporation.

2. *Common Expense Payments.* The Mortgagor shall pay promptly when due any and all unpaid condominium or strata development fees, common expenses, common element expenses, assessments, levies, instalments, payments or any other amounts due to the applicable condominium corporation or strata corporation or any agent thereof by the Mortgagor and, at the Mortgagee's request, deliver to the Mortgagee evidence of the payment thereof.

3. *Right of Mortgagee to Pay.* If the Mortgagor does not pay when due any condominium or strata development fees, common expenses or other amounts referred to in section G.2., the Mortgagee may (but shall not be obliged to) pay such amounts, the Mortgagor shall forthwith pay such amounts to the Mortgagee with interest thereon at the Applicable Rate, and all such amounts owing by the Mortgagor to the Mortgagee shall be a part of the Indebtedness and secured by the Mortgage.

4. *Voting by Mortgagee.* The Mortgagor hereby irrevocably authorizes the Mortgagee to exercise the rights of the Mortgagor as an owner of the Mortgaged Land to vote or to consent in all matters relating to the affairs of the condominium corporation or strata corporation or arising under applicable law or the declaration or by-laws of the condominium or strata corporation, provided that:

- (a) in any case where the Mortgagee is entitled to receive and does receive notice of a meeting of owners, the Mortgagee may notify the condominium or strata corporation and the Mortgagor of its intention to exercise the right of the owner to

vote or to consent at such meeting at least two days before the date specified in the notice for the meeting, failing which the Mortgagor may exercise such right to vote or consent at such meeting;

- (b) the Mortgagee shall not, by virtue of the giving to the Mortgagee of the right to vote or consent, be under any obligation to vote or consent or to protect the interests of the Mortgagor, and the Mortgagee shall not be responsible for any exercise or failure to exercise the right to vote or consent; and
- (c) nothing herein contained, including the exercise by the Mortgagee of the right to vote or consent, shall constitute the Mortgagee a mortgagee in possession.

H. MORTGAGE AS SECURITY FOR A GUARANTEE

If the Mortgagor has delivered to the Mortgagee or now or hereafter delivers to the Mortgagee a guarantee or guarantees of payment to the Mortgagee of indebtedness or liability of another or others, the Indebtedness shall include all indebtedness and liability now or hereafter owing by the Mortgagor to the Mortgagee pursuant to such guarantee or guarantees, whether direct or indirect, absolute or contingent, and the Mortgage shall secure payment of all such indebtedness and liability of the Mortgagor pursuant to such guarantee or guarantees in addition to all other Indebtedness. If any such guarantee is increased or otherwise amended, the Mortgage shall also secure payment of all indebtedness and liability now or hereafter owing by the Mortgagor to the Mortgagee pursuant to such guarantee as increased or otherwise amended.

I. DEFAULT

The Mortgagor shall be in default of the Mortgage and a Default shall occur pursuant to the Mortgage if:

1. the Mortgagor fails to pay any Indebtedness when due;
2. the Mortgagor or a Guarantor fails to comply with any obligation of the Mortgagor or the Guarantor pursuant to or in respect of the Mortgage or any existing or future note, instrument or agreement delivered by the Mortgagor and the Guarantors (or any of them) to the Mortgagee or between the Mortgagor and the Guarantors (or any of them) and the Mortgagee;
3. the Mortgagor fails to comply with any obligation of the Mortgagor pursuant to or in respect of any Permitted Prior Mortgage or any Other Encumbrance;
4. any representation or warranty made by the Mortgagor or a Guarantor in the Mortgage, any agreement between the Mortgagor and the Guarantors (or any of them) and the Mortgagee, or any loan or credit application made in connection with any Indebtedness was untrue when made;
5. a Receiver is appointed of any asset of the Mortgagor or of a Guarantor;
6. any construction lien, mechanics' lien or builders' lien is registered against all or any part of the Mortgaged Land and is not discharged within seven days after a request by the Mortgagee that such lien be discharged;
7. all or any part of the Mortgaged Land is condemned or expropriated;
8. the Mortgagor or a Guarantor becomes bankrupt or insolvent;
9. a petition in bankruptcy is filed against the Mortgagor or a Guarantor;
10. the Mortgagor or a Guarantor makes a proposal in bankruptcy or files a notice of intention to make a proposal in bankruptcy;
11. the Mortgagor or a Guarantor makes an application as a debtor in any Insolvency Proceeding or any other person makes an application against the Mortgagor or a Guarantor in any Insolvency Proceeding;

12. the Mortgagor sells, transfers or disposes of in any other manner the Mortgaged Land, any part thereof or any interest therein (unless the Mortgagee has approved in writing such sale, transfer or other disposition);
13. an execution, judgment or order of execution is filed or made against the Mortgaged Land or any part thereof and remains unsatisfied for a period of ten days;
14. the Mortgagor fails to pay when due any amount owing by the Mortgagor to the applicable condominium corporation or strata corporation or any agent thereof referred to in section G.2.; or
15. the Mortgagor or a Guarantor is not an individual and a change in control of the Mortgagor or such Guarantor occurs without the prior written consent of the Mortgagee; for the purposes hereof, a change in control of the Mortgagor or a Guarantor shall be deemed to occur if there occurs one or more sales, transfers or other dispositions of the beneficial ownership existing on the date of the Mortgage in the aggregate of:
 - (a) shares, other securities or other equity interests issued by the Mortgagor or such Guarantor which have more than 50% of the total ordinary voting power of all shares, other securities and other equity interests issued by the Mortgagor or such Guarantor; or
 - (b) shares, other securities or equity interests issued by any Controlling Entity which have more than 50% of the total ordinary voting power of all shares, other securities and other equity interests issued by such Controlling Entity.

J. REMEDIES OF MORTGAGEE

1. *Acceleration and Termination of Obligation to Extend Credit.* Without prejudice to any right of the Mortgagee to demand at any time payment by the Mortgagor of any and all Indebtedness, upon the occurrence of a Default all Indebtedness (or any part thereof determined by the Mortgagee) shall, at the Mortgagee's option, forthwith become due and payable, the Mortgage shall become enforceable and the Mortgagee shall not be obligated to extend any further credit to the Mortgagor.

2. *Right of Entry.* Upon the occurrence of a Default, the Mortgagee may, at any time or times without the concurrence of any person, enter upon, take and maintain possession of the Mortgaged Land, inspect, complete the construction of, repair or maintain any buildings or other improvements thereon, lease, collect the rents, profits and other amounts derived from the Mortgaged Land and manage the Mortgaged Land as the Mortgagee may deem fit without hindrance or interruption by the Mortgagor or any other person, and all reasonable costs, charges and expenses, including legal fees on a solicitor and his or her own client basis, and disbursements, commissions and allowances for the time and services of any employees of the Mortgagee or any agent of the Mortgagee or other persons appointed for any such purpose shall be forthwith payable by the Mortgagor to the Mortgagee with interest thereon at the Applicable Rate, shall be a part of the Indebtedness and shall be secured by the Mortgage. Upon the occurrence of a Default, the Mortgagee may also enforce its security against all crops growing on the Mortgaged Land, the Mortgagee may, at any time or times without the concurrence of any person, enter upon the Mortgaged Land for the purpose of cutting, harvesting and removing such crops and for otherwise farming and working the Mortgaged Land, the Mortgagee may bring on the Mortgaged Land all machines, equipment and instruments necessary for such purposes, and the Mortgagee may use all yards, barns, granaries, grain bins or all other improvements and equipment located on the Mortgaged Land to carry out any of such activities.

3. *Sale or Lease.* Upon Default, the Mortgagee may without notice sell the whole or any part or parts of the Mortgaged Land by public auction or private contract, or partly one and partly the other, on such terms as to credit or otherwise as to the Mortgagee shall appear most advantageous and for such prices as can reasonably be obtained therefor. Sales may be made from time to time of portions of the Mortgaged Land to satisfy interest or parts of the principal, interest or other monies due, leaving the balance thereof to accrue interest, payable as aforesaid. The Mortgagee may make any stipulations as to title, or evidence of commencement of title, or otherwise, as the Mortgagee shall deem proper. The Mortgagee may buy in at any sale of, or rescind or vary any contract for sale of, any of the Mortgaged Land and resell, without being

answerable for loss occasioned thereby. In case of a lease of any of the Mortgaged Land or a sale on credit, the Mortgagee shall only be bound to apply to payment of Indebtedness such monies as have been actually received from the lessee or purchaser. For any of such purposes the Mortgagee may make and execute all agreements and assurances as the Mortgagee deems fit. To enable the Mortgagee to exercise the powers granted to it hereunder, the Mortgagor hereby irrevocably appoints the Mortgagee as its attorney and on its behalf to effect any sale, lease or other disposition of the Mortgaged Land, and to execute all instruments and deeds, and do all acts, matters and things that may be necessary or advisable in the name of or on behalf of the Mortgagor or otherwise. Any deed, lease, agreement or other instrument required to be signed under seal and signed by the Mortgagee under its seal pursuant hereto shall have the same effect as if it were signed under the corporate seal of the Mortgagor.

4. *Additional Sale or Lease Provisions.* The following shall apply with respect to any sale or lease by the Mortgagee, its agent or any Receiver of all or part of the Mortgaged Land after the occurrence of a Default:

- (a) no purchaser or lessee shall be bound to enquire into the legality, regularity or propriety of any sale or lease or be affected by notice of any irregularity or impropriety and no lack of default or lack of notice or other requirement or any irregularity or impropriety of any kind shall invalidate any sale or lease;
- (b) the Mortgagee may sell or lease all or part of the Mortgaged Land without entering into actual possession of the Mortgaged Land and, when it desires to take possession, it may break locks and bolts and while in possession shall only be accountable for moneys actually received by it;
- (c) the Mortgagor hereby appoints the Mortgagee as the Mortgagor's true and lawful attorney and agent to make application under any statute for consent to sever, sell or lease part or parts of the Mortgaged Land and to do all things and execute all documents to effectually complete any such severance, sale or lease;
- (d) the Mortgagee may lease or take sale proceedings notwithstanding that other mortgage proceedings have been taken or are then pending;
- (e) the Mortgagee shall not be responsible for any loss which may arise by reason of any such leasing or sale of the Mortgaged Land unless such loss is caused by the Mortgagee's willful misconduct; and
- (f) no sale, leasing or other dealing by the Mortgagee with the Mortgaged Land or any part thereof shall in any way change the liability of the Mortgagor or in any way alter the rights of the Mortgagee as against the Mortgagor or any other person liable for payment of any Indebtedness.

5. *Attornment.* To the extent the Mortgaged Land or any part thereof is not a residential premises so as to be subject to the provisions of the applicable statute governing residential tenancies and to the extent permitted by law, the Mortgagor hereby attorns to and becomes a tenant of such Mortgaged Land to the Mortgagee from year to year from the date of the execution of the Mortgage until the Mortgage is discharged at a rental equivalent to and applicable in satisfaction of the interest payments forming part of the Indebtedness, the legal relation of landlord and tenant being hereby constituted between the Mortgagee and the Mortgagor in regard to the Mortgaged Land. The Mortgagor agrees that neither the existence of this provision nor anything done by virtue hereof shall impose any obligation on the Mortgagee or render the Mortgagee a mortgagee in possession or accountable for any moneys except moneys actually received by the Mortgagee and the Mortgagee may, upon the occurrence of any Default, enter on the Mortgaged Land and terminate the tenancy hereby created without notice.

6. *Right to Distrain.* Upon the occurrence of a Default, to the extent permitted by law, the Mortgagee may distrain for payment of any and all Indebtedness upon the Mortgaged Land or any part thereof and all chattels situated thereon and by distress warrant recover, by way of rent reserved from the Mortgaged Land, such moneys as shall from time to time be or remain in arrears and all costs, charges and expenses incurred by or on behalf of the Mortgagee with respect to or in connection therewith as in like cases of distress for rent. The Mortgagor waives

the right to claim exceptions and agrees that the Mortgagee shall not be limited in the amount for which it may distrain.

7. *Judgments and Non-Merger.* The taking of a judgment or judgments with respect to any of the covenants contained herein, in the Mortgage or otherwise shall not operate as a merger of any such covenants or affect the Mortgagee's right to receive interest under the Mortgage and each such judgment may provide, at the option of the Mortgagee, that interest thereon shall be computed and payable until such judgment has been fully paid and satisfied.

8. *Separate Remedies.* All remedies of the Mortgagee 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 Mortgagee however created.

9. *Application of Proceeds and Mortgagor's Liability for Deficiency.* All amounts received by the Mortgagee or any Receiver pursuant to any enforcement of the Mortgage may be held by the Mortgagee as security for the Indebtedness or applied to reduce Indebtedness in such manner as may be determined by the Mortgagee and the Mortgagee may at any time apply or change any such appropriation of such payments to such part or parts of the Indebtedness as the Mortgagee may determine in its sole discretion. The Mortgagor shall be and remain liable to the Mortgagee for any deficiency. Any surplus amounts realized after payment of all Indebtedness shall be paid in accordance with applicable law.

10. *Mortgagor's Insolvency Proceedings.* The Mortgagor acknowledges that the Mortgaged Land is of such a unique nature that, if the Mortgagor seeks to reorganize or restructure its affairs pursuant to any Insolvency Proceeding, the Mortgagee would not have a sufficient commonality of interest with any other creditor or creditors of the Mortgagor such that the Mortgagee would be required to vote on any plan, reorganization, arrangement, compromise or other transaction in a class with any other creditor or creditors of the Mortgagor and, in that regard, the Mortgagor agrees that the Mortgagee shall be placed in its own exclusive class of creditors for voting purposes. The Mortgagor further agrees that:

- (a) it will give the Mortgagee not less than 10 days written notice prior to the commencement of any Insolvency Proceeding with respect to the Mortgagor;
- (b) in no circumstance will the Mortgagor seek an order which stays any right of the Mortgagee or, to the extent permitted by law, permit any right of the Mortgagee to be stayed, in any Insolvency Proceeding and, if any court-ordered or automatic stay is imposed on the Mortgagee, the Mortgagor hereby consents to an order lifting such stay as against the Mortgagee;
- (c) if an Insolvency Proceeding is commenced with respect to the Mortgagor, the Mortgagor will consent to an order directing that all rents or other revenues generated or received from or in respect of the Mortgaged Land be deposited to a segregated trust account under the sole control of the Mortgagee and that same shall not result in the Mortgagee's being a mortgagee in possession of, or in control or management of the Mortgaged Land or result in the acceleration of payment of any Indebtedness unless such acceleration is required by the Mortgagee in writing; and
- (d) it shall not, without the Mortgagee's prior written consent, propose or permit the sale or transfer of the Mortgaged Land or any part thereof, in or as part of any Insolvency Proceeding, for a net sale price less than the amount required to pay in full all Indebtedness outstanding as at the date of payment of such net sale proceeds to the Mortgagee.

K. APPOINTMENT OF A RECEIVER

1. *Appointment.* Upon the occurrence of a Default, in addition to any other remedies available to the Mortgagee, the Mortgagee may by instrument in writing appoint a Receiver of all or any part of the Mortgaged Land and all rents, incomes, profits and other amounts now or hereafter arising therefrom. The Mortgagee may also apply to any court of competent jurisdiction for the appointment of a Receiver.

2. *Powers of Receiver.* Any Receiver appointed by the Mortgagee shall, to the extent permitted by law, have the following powers:

- (a) to enter upon, take possession of, use, and occupy the Mortgaged Land or any part thereof;
- (b) to collect all rents, incomes, profits and other amounts in respect of the Mortgaged Land and to carry on the business of the Mortgagor on the Mortgaged Land;
- (c) to borrow money required for the maintenance, preservation or protection of the Mortgaged Land or for carrying on the business of the Mortgagor and, in the discretion of the Receiver, to charge the Mortgaged Land in priority to the Mortgage as security for the principal amounts so borrowed, interest thereon and costs related thereto;
- (d) to sell, lease, or otherwise dispose of the Mortgaged Land or any part thereof on such terms and conditions and in such manner as the Receiver shall determine in its sole discretion, and to effect such sale by conveying in the name and on behalf of the Mortgagor or otherwise;
- (e) to demand, commence, continue or defend any judicial or administrative proceedings for the purpose of protecting, seizing, collecting, realizing or obtaining possession of the Mortgaged Land, and to give valid and effectual receipts and discharges therefor and to compromise or give time for the payment or performance of all or any part of the rents, accounts receivable or any other obligation of any person to the Mortgagor;
- (f) to exercise any rights or remedies which could have been exercised by the Mortgagee against the Mortgagor or the Mortgaged Land or with respect thereto; and
- (g) to execute all documents required to effect any of the foregoing.

3. *Identity of Receiver and Removal.* Any Receiver so appointed by the Mortgagee may be any person or persons satisfactory to the Mortgagee, and the Mortgagee may remove any Receiver so appointed and appoint another or others instead.

4. *Receiver as Agent of Mortgagor.* Any Receiver appointed by the Mortgagee shall be deemed to be agent of the Mortgagor unless the Mortgagee expressly specifies in writing that the Receiver shall be agent of the Mortgagee. The Mortgagor agrees to ratify and confirm all actions of the Receiver acting as agent for the Mortgagor and to release and indemnify the Receiver in respect of all such actions.

5. *Receivership Expenses.* The Mortgagor shall pay to the Receiver, forthwith on demand by the Mortgagee or the Receiver, the amount of all reasonable fees, disbursements and other expenses incurred by the Receiver in the exercise of its powers hereunder, with interest thereon at the Applicable Rate from the date on which such sums are incurred. All such sums, together with interest thereon at the Applicable Rate, shall be part of the Indebtedness and secured by the Mortgage.

6. *No Enquiries Required.* No persons dealing with the Receiver or its agents, upon any sale or other dealing with the Mortgaged Land, shall be concerned to inquire as to their powers or as to the application of any money paid to them, such sale or dealing shall be deemed as regards such person to be within the powers hereby conferred and to be valid and effectual.

L. MISCELLANEOUS

1. *Records of Mortgagee.* The records of the Mortgagee disclosing the amount of an extension of credit by the Mortgagee to the Mortgagor, the repayment of any principal amount of Indebtedness, the amount of accrued and unpaid interest owing by the Mortgagor and the amount of other Indebtedness (or any part thereof) at any time outstanding, shall constitute conclusive evidence thereof in the absence of mathematical error.

2. *Revolving Line of Credit.* The Mortgagee may wish to make loan advances and re-advances or otherwise extend credit to the Mortgagor from time to time up to a total outstanding principal amount not exceeding the principal amount referred to in the Mortgage. Accordingly, the Mortgage shall be deemed to be a revolving line of credit mortgage within the meaning of, and shall take priority in accordance with, the provisions dealing with same in the *Land Titles Act* (Alberta). The Mortgage is and shall be continuing security to the Mortgagee for the payment of all Indebtedness. Any portion of the Indebtedness may be advanced or re-advanced by the Mortgagee or other credit may be extended by the Mortgagee in one or more sums at any future time or times and the amount of all such advances, re-advances or other credits when so made or extended shall be secured by the Mortgage and be payable by the Mortgagor with interest thereon at the Applicable Rate and the Mortgage shall be deemed to be taken as security for the ultimate balance of the monies hereby secured, provided that none of the execution or registration of the Mortgage or the advance in part of any monies or extension of any other credit by the Mortgagee shall obligate the Mortgagee to advance any unadvanced portion thereof or to extend any other credit. The Mortgage shall not be void or cease to operate because the Indebtedness secured hereby has at any time or times been paid in full.

3. *Assignment and Syndication.* The Mortgagee shall be entitled from time to time, both before and after a Default, without notice to, or the consent of the Mortgagor or any Guarantor:

- (a) to sell or assign all or part of the Indebtedness and the Mortgagee's interests in the Mortgage and any other security and agreements held by the Mortgagee; and
- (b) to syndicate all or part of the Indebtedness, the Mortgage and any other security and agreements held by the Mortgagee and to grant participations therein.

To facilitate the foregoing, the Mortgagee may provide each prospective purchaser, assignee, syndicated lender or participant and their respective advisers with financial and other information concerning the Indebtedness, the Mortgagor, the Mortgaged Land, any Guarantor, any other collateral or any other matter.

4. *General Indemnity by Mortgagor.* The Mortgagor hereby agrees, on demand by the Mortgagee, to indemnify and hold harmless the Mortgagee and its officers, directors, employees and agents from and against any and all claims, expenses, liabilities, losses and damages that may be asserted against or incurred by any of such indemnified persons arising out of, or in connection with the Mortgage, any Indebtedness or any claim, investigation, proceeding or litigation relating to any of the foregoing, regardless of whether any such indemnified person is a party thereto (including any and all breakage costs reasonably incurred by the Mortgagee in respect of any breach by the Mortgagor of any of its obligations under the Mortgage) and to reimburse each such indemnified person, on demand by the Mortgagee, for any and all reasonable legal and other expenses incurred in investigating, pursuing or defending any of the foregoing or otherwise in connection with any of the foregoing; provided that the foregoing indemnity shall not, as to any indemnified person, apply to any claim, expense, liability, loss or damage or related expense to the extent they are found by a final, non-appealable judgment of a court of competent jurisdiction to have resulted from the wilful misconduct or gross negligence of such indemnified person.

5. *Effect of Sale.* No sale, conveyance, transfer or other dealing by the Mortgagor with the Mortgaged Land or any part thereof or any approval of the Mortgagee relating thereto shall in any way change or affect the liability of the Mortgagor or in any way alter the rights of the Mortgagee as against the Mortgagor or any other person or persons liable for payment of the Indebtedness or any part thereof.

6. *Dealings with the Mortgagor and Others.* The Mortgagee may grant time, renewals, extensions, indulgences, releases and discharges to, may take security from and give the same

and any and all existing security up to, may abstain from taking security from or from perfecting security of, may accept compositions from, may amend the Mortgage, and may otherwise deal with the Mortgagor and all other persons (including any principal debtor, any Guarantor or any owner of the Mortgaged Land) and security as the Mortgagee may see fit without prejudicing any rights of the Mortgagee under the Mortgage.

7. *Amendments to Mortgage.* The Mortgagor and the Mortgagee may from time to time amend the Mortgage (including to increase the interest rate specified by the Mortgage) by an amendment agreement between the Mortgagor and the Mortgagee, whether or not such amendment agreement (or notice thereof) is registered. This provision shall constitute notice of such amendments and the Mortgage shall secure payment of all Indebtedness (including all interest and other Indebtedness arising or resulting from such amendments) and retain its priority with respect thereto over any mortgage, charge or other instrument registered subsequent to the Mortgage.

8. *Waiver.* No waiver, condonation or excusing by the Mortgagee of any default, breach or other non-performance by the Mortgagor at any time or times in respect of any provision of the Mortgage (including any Default) shall operate as a waiver by the Mortgagee of any subsequent or other default, breach or non-performance or prejudice or affect in any way the rights of the Mortgagee in respect of any such subsequent or other default, breach or non-performance.

9. *Discharge or Assignment.* The Mortgagee shall be entitled to prepare or have its counsel prepare a discharge or assignment of the Mortgage and any other documents necessary to discharge or assign any other security held by the Mortgagee and shall have a reasonable time after payment of the Indebtedness in full within which to prepare, execute and deliver such instruments. All reasonable costs, fees and disbursements of the Mortgagee and the Mortgagee's counsel in connection with the preparation, review, execution and delivery of the discharge, assignment or any other documents necessary to discharge or assign the Mortgage or any other security shall, to the extent permitted by law, be paid by the Mortgagor to the Mortgagee and be secured by the Mortgage.

10. *No Obligation to Advance.* Nothing herein and nothing contained in the Mortgage shall obligate the Mortgagee to loan any amount to the Mortgagor or to extend any other credit to the Mortgagor.

11. *Appointment of Attorney Irrevocable.* Each appointment by the Mortgagor of an attorney in the Mortgage or the Standard Form Mortgage is coupled with an interest and may not be revoked.

12. *Other Security.* The Mortgage is in addition to and not in substitution for any other security at any time held by the Mortgagee as security for payment of all or any part of the Indebtedness, and the Mortgagee may, at its option, pursue its remedies thereunder or under the Mortgage concurrently or successively. Any judgment or recovery under the Mortgage or under any other security held by the Mortgagee as security for payment of Indebtedness shall not affect the right of the Mortgagee to enforce or realize on the Mortgage or any other such security.

13. *Financing Statement.* To the extent permitted by law, the Mortgagor hereby waives its right to receive from the Mortgagee a copy of any financing statement, financing change statement, verification statement or other similar statement filed by or received by the Mortgagee or any agent of the Mortgagee.

14. *Notice.* Except as otherwise herein provided, any notice, demand or other communication to the Mortgagor referred to herein or in the Mortgage may be forwarded to the Mortgagor by personal delivery or mailed by prepaid ordinary or registered mail to the Mortgagor at the Mortgagor's last known address as shown on the Mortgagee's records. The Mortgagor shall be deemed to have received the same on the date of delivery, if personally delivered, or on the fourth day after the same is mailed by prepaid ordinary mail or registered mail, if mailed, even if the Mortgagor does not actually receive it.

15. *Different Currencies.* The payment of any part of the Indebtedness shall be made by the Mortgagor in the same currency as the currency in which such part of the Indebtedness is then denominated and all interest and fees shall be paid by the Mortgagor in the same currency as the currency in which that part of the Indebtedness to which they relate is denominated.

16. *Judgment Currency.* If in the recovery by the Mortgagee of any Indebtedness in any currency, judgment can only be obtained in another currency and, because of changes in the exchange rate of such currencies between the date of judgment and payment in full of the amount of such judgment, the recovery under the judgment differs from the receipt by the Mortgagee of the full amount of such Indebtedness, the Mortgagor shall pay any such deficiency to the Mortgagee, such deficiency may be claimed by the Mortgagee against the Mortgagor as an alternative or additional cause of action and any surplus received by the Mortgagee shall be repaid to the Mortgagor.

17. *Foreign Exchange Rate Determinations.* Whenever any provision of the Mortgage requires or permits the determination of the rate of exchange between any currencies, such rate of exchange shall be determined by the Mortgagee based on its normal practice as at the date of such determination.

18. *Governing Law.* This Standard Form Mortgage and the Mortgage shall be governed by the law of the jurisdiction in which the Mortgaged Land is located.

19. *Time of Essence.* Time shall be of the essence of the Mortgage.

20. *Severability.* If any provision of the Mortgage is found by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision shall not apply and the Mortgage shall remain in full force and effect without such provision.

21. *Interpretation.* Whenever the context so requires, words in the singular shall include the plural, words in the plural shall include the singular and words importing any gender shall include the other genders. Whenever used in the Standard Form Mortgage, the Mortgage or any Schedule, the words "including" and "includes" shall mean "including, without limitation" and "includes, without limitation", respectively, and the word "person" shall include an individual, corporation, partnership, government, government agency and any other entity.

22. *Titles.* Titles used in the Standard Form Mortgage, the Mortgage or any Schedule are inserted for convenience of reference only and shall not affect or modify the interpretation or construction of any provision of the Standard Form Mortgage, the Mortgage or any Schedule.

23. *Joint and Several Obligations.* If there is more than one Mortgagor, all Mortgagors shall be jointly and severally liable for all obligations of the Mortgagors pursuant to the Mortgage.

24. *Schedule.* Schedule "A" shall form part of the Standard Form Mortgage.

25. *Equivalent Rate Information.* Schedule "A" is a summary of various annual rates of interest calculated half-yearly not in advance equivalent to the corresponding annual rates calculated monthly not in advance or calculated quarter-annually not in advance. The rate of interest chargeable, calculated half-yearly not in advance, equivalent to each Applicable Rate, is shown by Schedule "A".

26. *Successors and Assigns.* All rights and powers of the Mortgagee shall enure to the benefit of and be exercisable by the Mortgagee and the Mortgagee's successors and assigns. All covenants, obligations and liabilities entered into or imposed on the Mortgagor shall be binding on the Mortgagor and the Mortgagor's heirs, executors, administrators, personal representatives, successors and assigns.

SCHEDULE "A"

The interest rates set out in Column C are the annual interest rates calculated half-yearly not in advance which are equivalent to the corresponding annual interest rates calculated monthly not in advance set out in Column A and quarter-annually not in advance set out in Column B.

COLUMN A	COLUMN B	COLUMN C	COLUMN A	COLUMN B	COLUMN C
Interest rate calculated monthly not in advance	Interest rate calculated quarter-annually not in advance	Interest rate calculated half-yearly not in advance	Interest rate calculated monthly not in advance	Interest rate calculated quarter-annually not in advance	Interest rate calculated half-yearly not in advance
3.0000%	3.0075%	3.0188%	11.8250%	11.7380%	11.9102%
3.1250%	3.1331%	3.1454%	11.7500%	11.8654%	12.0414%
3.2500%	3.2588%	3.2721%	11.8750%	11.9929%	12.1727%
3.3750%	3.3845%	3.3988%	12.0000%	12.1204%	12.3040%
3.5000%	3.5102%	3.5256%	12.1250%	12.2479%	12.4354%
3.6250%	3.6360%	3.6525%	12.2500%	12.3755%	12.5669%
3.7500%	3.7617%	3.7794%	12.3750%	12.5031%	12.6985%
3.8750%	3.8875%	3.9064%	12.5000%	12.6307%	12.8301%
4.0000%	4.0133%	4.0335%	12.6250%	12.7583%	12.9618%
4.1250%	4.1392%	4.1606%	12.7500%	12.8859%	13.0935%
4.2500%	4.2651%	4.2878%	12.8750%	13.0136%	13.2253%
4.3750%	4.3910%	4.4151%	13.0000%	13.1413%	13.3572%
4.5000%	4.5169%	4.5424%	13.1250%	13.2691%	13.4892%
4.6250%	4.6428%	4.6698%	13.2500%	13.3968%	13.6212%
4.7500%	4.7688%	4.7973%	13.3750%	13.5246%	13.7533%
4.8750%	4.8948%	4.9248%	13.5000%	13.6524%	13.8854%
5.0000%	5.0209%	5.0524%	13.6250%	13.7803%	14.0177%
5.1250%	5.1469%	5.1800%	13.7500%	13.9082%	14.1499%
5.2500%	5.2730%	5.3078%	13.8750%	14.0360%	14.2823%
5.3750%	5.3991%	5.4355%	14.0000%	14.1640%	14.4147%
5.5000%	5.5252%	5.5634%	14.1250%	14.2919%	14.5472%
5.6250%	5.6514%	5.6913%	14.2500%	14.4199%	14.6798%
5.7500%	5.7776%	5.8193%	14.3750%	14.5479%	14.8124%
5.8750%	5.9038%	5.9474%	14.5000%	14.6759%	14.9451%
6.0000%	6.0300%	6.0755%	14.6250%	14.8040%	15.0779%
6.1250%	6.1563%	6.2037%	14.7500%	14.9320%	15.2108%
6.2500%	6.2826%	6.3319%	14.8750%	15.0601%	15.3437%
6.3750%	6.4089%	6.4603%	15.0000%	15.1883%	15.4766%
6.5000%	6.5353%	6.5887%	15.1250%	15.3164%	15.6097%
6.6250%	6.6616%	6.7171%	15.2500%	15.4446%	15.7428%
6.7500%	6.7880%	6.8456%	15.3750%	15.5728%	15.8760%
6.8750%	6.9145%	6.9742%	15.5000%	15.7011%	16.0092%
7.0000%	7.0409%	7.1029%	15.6250%	15.8293%	16.1425%
7.1250%	7.1674%	7.2318%	15.7500%	15.9576%	16.2759%
7.2500%	7.2939%	7.3604%	15.8750%	16.0859%	16.4094%
7.3750%	7.4204%	7.4892%	16.0000%	16.2143%	16.5429%
7.5000%	7.5470%	7.6182%	16.1250%	16.3427%	16.6765%
7.6250%	7.6736%	7.7472%	16.2500%	16.4710%	16.8102%
7.7500%	7.8002%	7.8762%	16.3750%	16.5995%	16.9439%
7.8750%	7.9268%	8.0053%	16.5000%	16.7279%	17.0777%
8.0000%	8.0535%	8.1345%	16.6250%	16.8564%	17.2116%
8.1250%	8.1801%	8.2639%	16.7500%	16.9849%	17.3455%
8.2500%	8.3068%	8.3931%	16.8750%	17.1134%	17.4795%
8.3750%	8.4336%	8.5225%	17.0000%	17.2420%	17.6136%
8.5000%	8.5604%	8.6519%	17.1250%	17.3706%	17.7477%
8.6250%	8.6871%	8.7815%	17.2500%	17.4992%	17.8819%
8.7500%	8.8140%	8.9111%	17.3750%	17.6278%	18.0162%
8.8750%	8.9408%	9.0407%	17.5000%	17.7564%	18.1508%
9.0000%	9.0677%	9.1704%	17.6250%	17.8851%	18.2850%
9.1250%	9.1946%	9.3002%	17.7500%	18.0138%	18.4195%
9.2500%	9.3215%	9.4301%	17.8750%	18.1426%	18.5540%
9.3750%	9.4484%	9.5600%	18.0000%	18.2713%	18.6887%
9.5000%	9.5754%	9.6900%	18.1250%	18.4001%	18.8233%
9.6250%	9.7024%	9.8201%	18.2500%	18.5290%	18.9581%
9.7500%	9.8294%	9.9502%	18.3750%	18.6578%	19.0929%
9.8750%	9.9565%	10.0804%	18.5000%	18.7867%	19.2278%
10.0000%	10.0836%	10.2107%	18.6250%	18.9156%	19.3628%
10.1250%	10.2107%	10.3410%	18.7500%	19.0445%	19.4979%
10.2500%	10.3378%	10.4714%	18.8750%	19.1734%	19.6330%
10.3750%	10.4650%	10.6019%	19.0000%	19.3024%	19.7682%
10.5000%	10.5921%	10.7324%	19.1250%	19.4314%	19.9034%
10.6250%	10.7194%	10.8630%	19.2500%	19.5605%	20.0387%
10.7500%	10.8468%	10.9937%	19.3750%	19.6895%	20.1741%
10.8750%	10.9739%	11.1244%	19.5000%	19.8186%	20.3096%
11.0000%	11.1011%	11.2552%	19.6250%	19.9477%	20.4451%
11.1250%	11.2286%	11.3861%	19.7500%	20.0768%	20.5807%
11.2500%	11.3568%	11.5170%	19.8750%	20.2060%	20.7163%
11.3750%	11.4832%	11.6480%	20.0000%	20.3352%	20.8521%
11.5000%	11.6106%	11.7791%			

This is Exhibit "M" referred to in the Affidavit of Michelle Madrigga
sworn before me this 23rd day of March, 2022.



A Commissioner for Oaths in and for the Province of Alberta

Nathan A. Stewart
Barrister & Solicitor

Search ID #: Z14767294

Transmitting Party

MCCARTHY TETRAULT LLP

4000, 421 - 7th AVENUE SW
CALGARY, AB T2P 4K9

Party Code: 50087121

Phone #: 403 260 3500

Reference #: 004138-543294

Search ID #: Z14767294

Date of Search: 2022-Mar-09

Time of Search: 13:39:08

Business Debtor Search For:

608772 ALBERTA LTD.

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 #: Z14767294

Business Debtor Search For:

608772 ALBERTA LTD.

Search ID #: Z14767294

Date of Search: 2022-Mar-09 Time of Search: 13:39:08

Registration Number: 12060132337

Registration Date: 2012-Jun-01

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2022-Jun-01 23:59:59

Exact Match on: Debtor No: 1

Amendments to Registration

17052529562

Renewal

2017-May-25

Debtor(s)**Block**

1 608772 ALBERTA LTD
133 MACKENZIE ST
FORT MCMURRAY, AB T9H 4K9

Status
Current**Secured Party / Parties****Block**

1 BANK OF MONTREAL/BANQUE DE MONTREAL
2ND FLOOR, 234 SIMCOE ST.
TORONTO, ON M5T 1T4

Status
Current**Collateral: General****Block****Description**

1 LF377-
2 ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY

Status
Current

Current

Search ID #: Z14767294

Business Debtor Search For:

608772 ALBERTA LTD.

Search ID #: Z14767294

Date of Search: 2022-Mar-09

Time of Search: 13:39:08

Registration Number: 16021913922

Registration Type: SECURITY AGREEMENT

Registration Date: 2016-Feb-19

Registration Status: Current

Expiry Date: 2026-Feb-19 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

1 608772 ALBERTA LTD.
133 MACKENZIE STREET
FORT MCMURRAY, AB T9H 4K9

Status
Current

Secured Party / Parties

Block

1 BANK OF MONTREAL
10705 WEST SIDE DRIVE
GRANDE PRAIRIE, AB T8V 8E6

Status
Current

Collateral: General

Block

Description

1 ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY

Status
Current

Search ID #: Z14767294

Business Debtor Search For:

608772 ALBERTA LTD.

Search ID #: Z14767294

Date of Search: 2022-Mar-09

Time of Search: 13:39:08

Registration Number: 19121733443

Registration Date: 2019-Dec-17

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2025-Dec-17 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

1 608772 ALBERTA LTD.
133 MACKENZIE ST
FORT MCMURRAY, AB T9H4K9

Status
Current

Block

2 PAYNE, BRETT, HOLLIS
141 CHEECHAM CT
ANZAC, AB T0P1J0

Status
Current

Birth Date:
1986-Sep-20

Secured Party / Parties

Block

1 THE BANK OF NOVA SCOTIA
10 WRIGHT BOULEVARD
STRATFORD, ON N5A7X9
Email: collateral.guard@teranet.ca

Status
Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	1GTU9FEL9LZ119291	2020	GMC New Sierra 1500	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE AND THE PROCEEDS OF THOSE VEHICLES	Current

Search ID #: Z14767294

Business Debtor Search For:

608772 ALBERTA LTD.

Search ID #: Z14767294

Date of Search: 2022-Mar-09

Time of Search: 13:39:08

Registration Number: 20102636696

Registration Date: 2020-Oct-26

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2024-Oct-26 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

1 608772 ALBERTA LTD.
133 MACKENZIE STREET
FORT MCMURRAY, AB T9H 4K9

Status
Current

Block

2 PAYNE, BRETT, HOLIS
141 CHEECHAM COURT
ANZAC, AB T0P 1J0

Birth Date:
1986-Sep-20

Status
Current

Block

3 PAYNE, BRETT, H
141 CHEECHAM COURT
ANZAC, AB T0P 1J0

Birth Date:
1986-Sep-20

Status
Current

Secured Party / Parties

Block

1 TD AUTO FINANCE (CANADA) INC.
PO BOX 4086, STATION A
TORONTO, ON M5W5K3
Email: collateral.guard@teranet.ca

Status
Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	3C6UR5TLXLG106506	2020	RAM 2500	MV - Motor Vehicle	Current

Search ID #: Z14767294

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	ALL ATTACHMENTS, ACCESSORIES, ADDITIONS, ALTERNATIONS, REPLACEMENTS AND REPAIRS (WHETHER PRESENT OR FUTURE) TO THE VEHICLE COLLATERAL. PROCEEDS: ALL CASH AND NON-CASH PROCEEDS OF THE VEHICLE COLLATERAL, INCLUDING, WITHOUT LIMITATION, PROCEEDS DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE VEHICLE COLLATERAL OR THAT INDEMNIFIES OR COMPENSATES THE DEBTOR(S) FOR THE DESTRUCTION OR DAMAGE TO OR LOSS OF THE VEHICLE COLLATERAL. THE PROCEEDS MAY TAKE THE FORM OF ANY ONE OR MORE OF THE FOLLOWING: GOODS, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY, INVESTMENT PROPERTY OR INTANGIBLES. ACCORDINGLY, ANY OF THE DEBTOR (S) AFTER ACQUIRED PROPERTY MAY BE PROCEEDS AND THEREFORE SUBJECT TO THE SECURED PARTY'S SECURITY INTEREST.	Current

Search ID #: Z14767294

Business Debtor Search For:

608772 ALBERTA LTD.

Search ID #: Z14767294

Date of Search: 2022-Mar-09

Time of Search: 13:39:08

Registration Number: 21071225190

Registration Date: 2021-Jul-12

Registration Type: LAND CHARGE

Registration Status: Current

Registration Term: Infinity

Exact Match on:

Debtor

No: 1

Debtor(s)**Block**

1 608772 ALBERTA LTD.
133 MACKENZIE STREET
FORT MCMURRAY, AB T9H 4K9

Status

Current

Secured Party / Parties**Block**

1 BANK OF MONTREAL
10175 101 STREET NW, 20TH FLOOR
EDMONTON, AB T5J 0H3
Email: westernpprnotices@bmo.com

Status

Current

Result Complete

This is Exhibit "N" referred to in the Affidavit of Michelle Madriga
sworn before me this 23rd day of March, 2022.



A Commissioner for Oaths in and for the Province of Alberta

Nathan A. Stewart
Barrister & Solicitor

Search ID #: Z14767297

Transmitting Party

MCCARTHY TETRAULT LLP

4000, 421 - 7th AVENUE SW
CALGARY, AB T2P 4K9

Party Code: 50087121

Phone #: 403 260 3500

Reference #: 004138-543294

Search ID #: Z14767297

Date of Search: 2022-Mar-09

Time of Search: 13:39:22

Business Debtor Search For:

1943969 ALBERTA LTD.

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 #: Z14767297

Business Debtor Search For:

1943969 ALBERTA LTD.

Search ID #: Z14767297

Date of Search: 2022-Mar-09 Time of Search: 13:39:22

Registration Number: 16021914576

Registration Date: 2016-Feb-19

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2026-Feb-19 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

1 1943969 ALBERTA LTD.
133 MACKENZIE STREET
FORT MCMURRAY, AB T9H 4K9

Status
Current

Secured Party / Parties

Block

1 BANK OF MONTREAL
10705 WEST SIDE DRIVE
GRANDE PRAIRIE, AB T8V 8E6

Status
Current

Collateral: General

Block

Description

1 ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY

Status
Current

Search ID #: Z14767297

Business Debtor Search For:

1943969 ALBERTA LTD.

Search ID #: Z14767297

Date of Search: 2022-Mar-09

Time of Search: 13:39:22

Registration Number: 21071225162

Registration Date: 2021-Jul-12

Registration Type: LAND CHARGE

Registration Status: Current

Registration Term: Infinity

Exact Match on:

Debtor

No: 1

Debtor(s)**Block**

1 1943969 ALBERTA LTD.
133 MACKENZIE STREET
FORT MCMURRAY, AB T9H 4K9

Status

Current

Secured Party / Parties**Block**

1 BANK OF MONTREAL
10175 101 STREET NW, 20TH FLOOR
EDMONTON, AB T5J 0H3
Email: westernpprnotices@bmo.com

Status

Current

Result Complete

This is Exhibit "O" referred to in the Affidavit of Michelle Madriga
sworn before me this 23rd day of March, 2022.



A Commissioner for Oaths in and for the Province of Alberta

Nathan A. Stewart
Barrister & Solicitor



LAND TITLE CERTIFICATE

S
 LINC SHORT LEGAL TITLE NUMBER
 0014 851 745 7620533;19;1 032 089 435

LEGAL DESCRIPTION
 PLAN 7620533
 BLOCK 19
 LOT 1
 EXCEPTING THEREOUT ALL MINES AND MINERALS
 AREA: 0.202 HECTARES (0.5 ACRES) MORE OR LESS

ESTATE: FEE SIMPLE
 ATS REFERENCE: 4;9;88;26;NW
 ATS REFERENCE: 4;9;88;27;NE
 ATS REFERENCE: 4;9;88;34;SE

MUNICIPALITY: REGIONAL MUNICIPALITY OF WOOD BUFFALO (FORT MCMURRAY)

REFERENCE NUMBER: 012 319 165

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
032 089 435	13/03/2003	TRANSFER OF LAND	\$350,000	\$350,000

OWNERS
 608772 ALBERTA LTD.
 OF 133 MACKENZIE STREET
 FORT MC MURRAY
 ALBERTA

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
762 011 893	21/01/1976	ZONING REGULATIONS BY - HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY DEPARTMENT OF TRANSPORT
162 063 379	02/03/2016	MORTGAGE MORTGAGEE - BANK OF MONTREAL.

(CONTINUED)

PAGE 2
032 089 435

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
------------------------	--------------	-------------

10705 WEST SIDE DRIVE
GRANDE PRAIRIE
ALBERTA T8V8E6
ORIGINAL PRINCIPAL AMOUNT: \$2,775,000

TOTAL INSTRUMENTS: 002

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 9 DAY OF MARCH,
2022 AT 01:45 P.M.

ORDER NUMBER: 43878288

CUSTOMER FILE NUMBER: 004138543294



END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED
FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER,
SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM
INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION,
APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS
PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).

This is Exhibit "P" referred to in the Affidavit of Michelle Madrigga
sworn before me this 23rd day of March, 2022.



A Commissioner for Oaths in and for the Province of Alberta

Nathan A. Stewart
Barrister & Solicitor

Search ID #: Z14767299

Transmitting Party

MCCARTHY TETRAULT LLP

4000, 421 - 7th AVENUE SW
CALGARY, AB T2P 4K9

Party Code: 50087121

Phone #: 403 260 3500

Reference #: 004138-543294

Search ID #: Z14767299

Date of Search: 2022-Mar-09

Time of Search: 13:39:40

Individual Debtor Search For:

PAYNE, VERA

Both Exact and Inexact Result(s) Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.
Be sure to read the reports carefully.



Search ID #: Z14767299

Individual Debtor Search For:

PAYNE, VERA

Search ID #: Z14767299

Date of Search: 2022-Mar-09 Time of Search: 13:39:40

Registration Number: 21031231804

Registration Date: 2021-Mar-12

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2026-Mar-12 23:59:59

Exact Match on: Debtor No: 2

Debtor(s)

Block

1 PAYNE, BRETT
141 CHEECHAM COURT
ANZAC, BC T0P 1J0

Birth Date:
1986-Sep-20

Status
Current

Block

2 PAYNE, VERA
464 MAIN STREET
SUMMERSIDE-IRISHTOWN, NL A2H 4A1

Birth Date:
1955-Mar-04

Status
Current

Block

3 PAYNE, DARRELL
464 MAIN STREET
SUMMERSIDE-IRISHTOWN, NL A2H 4A1

Birth Date:
1957-Dec-23

Status
Current

Secured Party / Parties

Block

1 BANK OF MONTREAL
10175 101 STREET NW, 20TH FLOOR
EDMONTON, AB T5J 0H3
Email: westernpprnotices@bmo.com

Status
Current

Search ID #: Z14767299

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	Any and all present and future accounts and monies and all other indebtedness, obligations and liabilities of any kind, direct or indirect, absolute or contingent, joint or several, of 608772 Alberta Ltd. which are now or hereafter owed to the Debtor. Proceeds: Chattel paper, goods, investment property, documents of title, instruments, money, and intangibles.	Current

Search ID #: Z14767299

Individual Debtor Search For:

PAYNE, VERA

Search ID #: Z14767299

Date of Search: 2022-Mar-09

Time of Search: 13:39:40

Registration Number: 22021108826

Registration Type: SECURITY AGREEMENT

Registration Date: 2022-Feb-11

Registration Status: Current

Expiry Date: 2029-Feb-11 23:59:59

Exact Match on: Debtor No: 3

Debtor(s)

Block

Status
Current

1 SCOTT CULLEN, VERA, WILHELMEN
47 BIRCH ROAD
FORT MCMURRAY, AB T9H 1J6

Birth Date:
1973-May-31

Block

Status
Current

2 HOPKINS, VERA
47 BIRCH ROAD
FORT MCMURRAY, AB T9H 1J6

Birth Date:
1973-May-31

Block

Status
Current

3 PAYNE, VERA
47 BIRCH ROAD
FORT MCMURRAY, AB T9H 1J6

Birth Date:
1973-May-31

Block

Status
Current

4 SCOTT, VERA, W
47 BIRCH ROAD
FORT MCMURRAY, AB T9H 1J6

Birth Date:
1973-May-31

Search ID #: Z14767299

Secured Party / Parties

Block

1 BANK OF MONTREAL/BANQUE DE MONTREAL
9920 FRANKLIN AVENUE
FORT MCMURRAY, AB T9H 2K5
Email: abautonsp@teranet.ca

Status

Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	JTERU5JR2N6017792	2022	TOYOTA 4RUNNER	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	0000	Current

Search ID #: Z14767299

Note:

The following is a list of matches closely approximating your Search Criteria,
which is included for your convenience and protection.

Debtor Name / Address	Birth Date:	Reg.#
PANNU, VARINDER JIT 142 SADDLELAKE WAY NE CALGARY, AB T3J 0V1	1984-Mar-10	22011105189

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
PANNU, VARINDER JIT, SINGH 142 SADDLELAKE WAY NE CALGARY, AB T3J 0V1	1984-Mar-10	22011105189

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
PAYNE, V 37 CATALINA COURT FORT SASKATCHEWAN, AB T8L0K5	1984-Feb-03	21053122679

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
PAYNE, VALERIE 417 13 STREET SLAVE LAKE, AB T0G 2A0	1967-Feb-01	18072616237

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
PAYNE, VALETTA, S PO BOX 39 3602 63 MULHURST BAY, AB T0C 2C0	1956-Nov-21	20102738682

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
PAYNE, VANESSA 37 CATALINA COURT FORT SASKATCHEWAN, AB T8L0K5	1984-Feb-03	21053122679

Search ID #: Z14767299

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
PAYNE, VAUGHAN, BERNARD 1445 - HIGHWOOD BLVD DEVON, AB T9G 2E9	1972-May-09	19082618256

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
PAYNE, VAUGHAN, BERNARD 1445 HIGHWOOD BV DEVON, AB T9G2E9	1972-May-09	21061204388

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
PAYNE, VAUGHAN, BERNARD 1445 HIGHWOOD BV DEVON, AB T9G2E9	1972-May-09	21061204388

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
PAYNE, VAUGHAN, D 1445 HIGHWOOD BV DEVON, AB T9G2E9	1972-May-09	21061204388

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
PAYNE, VERNON RR 15242 CASTOR, AB T0C 0X0	1968-Nov-04	16083116554

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
PAYNE, VERNON, LEONARD PO BOX 71 1542 RANGE ROAD CASTOR, AB T0C 0X0	1968-Apr-11	17052917117

SECURITY AGREEMENT

Search ID #: Z14767299

Debtor Name / Address	Birth Date:	Reg.#
PAYNE, VERNON, LEONARD PO BOX 71 CASTOR, AB T0C 0X0	1968-Nov-04	20051529371

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
PAYNE, VERNON, LORENTZ PO BOX 3839 VERMILION, AB T9X 2B8	1953-Apr-08	19032136867

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
PAYNE, VERNON, LORENTZ PO BOX 3839 VERMILION, AB T9X 2B8	1953-Apr-08	20072831018

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
PAYNE, VEUGHAN, BERNARD 1445 HIGHWOOD BV DEVON, AB T9G2E9	1972-May-09	21061204388

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
PAYNE, VICTORIA, M BOX 641 18 CENTENIAL CRES SWAN HILLS, AB T0G 2C0	1973-Jun-11	19052443361

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
PAYNE, VICTORIA, VANESS 204 60 STREET SW EDMONTON, AB T6X 0J7	1990-Aug-26	15092303814

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
	1971-Jan-23	

Search ID #: Z14767299

PAYNE, VINCENT, ALLEN
PO BOX 1766
HIGH PRAIRIE, AB T0G1E0

20030502478

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1981-Nov-01

Reg.#

PENA, VANESA, S
711 NORTH RIDGE AVE BOX 1164BOX 1164
PICTURE BUTTE, AB T0K1V0

21101828992

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1999-Mar-04

Reg.#

PENA, VIANCA
4308 - 44 AVENUE NORTH EAST
CALGARY, AB T1Y 3E3

18112719424

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1974-Jun-01

Reg.#

PENA, VICTOR
156 DAFOE WAY
FORT MCMURRAY, AB T9K2Y5

21060803092

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1974-Jun-01

Reg.#

PENA, VICTOR, M
156 DAFOE WAY
FORT MCMURRAY, AB T9K2Y5

21060803092

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1970-May-16

Reg.#

PENA, VILMA, DELA
7 SHARPE CRESCENT
TOTTENHAM, ON L0G 1W0

21082517031

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1970-May-16

Reg.#

Search ID #: Z14767299

PENA, VILMA, DELA
21 MCQUAID COURT
HOLLAND LANDING, ON L9N1E8

22030712459

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1957-May-09

Reg.#

PENA, VILMATAN, DELA
17 SADDLETREE CLOSE NE
CALGARY, AB T3J 5H9

21022403197

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1964-Oct-16

Reg.#

PENA, VIRTEL
14 BRIDLEWOOD WAY SW
CALGARY, AB T2Y 3R5

20072306048

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1965-Nov-20

Reg.#

PENAS, VITA JOY, MEDEL
7118 36 STREET NW
CALGARY, AB T3B1T8

21031803796

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1989-Dec-23

Reg.#

PINE, VANESSA, R
1120 11 STRE N
LETHBRIDGE, AB T1H 2G1

22012128792

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1989-Dec-23

Reg.#

PINE, VANESSA, YOUNG
1120 11 STRE N
LETHBRIDGE, AB T1H 2G1

22012128792

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1982-Apr-18

Reg.#

Search ID #: Z14767299

PONAYO, VALERY
7015 SUMMERSIDE GRANDE BLVD S
EDMONTON, AB T6X 2E7

19050916413

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1982-Apr-18

Reg.#

PONAYO, VALERY, C
7015 SUMMERSIDE GRANDE BLVD S
EDMONTON, AB T6X 2E7

19050916413

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1982-Apr-18

Reg.#

PONAYO, VALERY, CARANDANG
7015 SUMMERSIDE GRANDE BLVD SW
EDMONTON, AB T6X 2E7

19040516838

SECURITY AGREEMENT

Result Complete

Search ID #: Z14767330

Transmitting Party

MCCARTHY TETRAULT LLP

4000, 421 - 7th AVENUE SW
CALGARY, AB T2P 4K9

Party Code: 50087121

Phone #: 403 260 3500

Reference #: 004138-543294

Search ID #: Z14767330

Date of Search: 2022-Mar-09

Time of Search: 13:41:54

Individual Debtor Search For:

PAYNE, DARRELL

Both Exact and Inexact Result(s) Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.
Be sure to read the reports carefully.



Search ID #: Z14767330

Individual Debtor Search For:

PAYNE, DARRELL

Search ID #: Z14767330

Date of Search: 2022-Mar-09 Time of Search: 13:41:54

Registration Number: 16032307414

Registration Type: SECURITY AGREEMENT

Registration Date: 2016-Mar-23

Registration Status: Current

Expiry Date: 2026-Mar-23 23:59:59

Inexact Match on: Debtor No: 2

Amendments to Registration

21022222192

Renewal

2021-Feb-22

Debtor(s)**Block****Status**
Current1 1435258 ALBERTA LTD
PO BOX 209
JOUSSARD, AB T0G 1J0**Block****Status**
Current2 PAYNE, DARRELL, GORDON HERBERT
PO BOX 209
JOUSSARD, AB T0G 1J0Birth Date:
1958-Jan-05**Block****Status**
Current3 PAYNE, PATRICIA, ANN
PO BOX 209
JOUSSARD, AB T0G 1J0Birth Date:
1953-Apr-27**Secured Party / Parties****Block****Status**
Current1 ALBERTA TREASURY BRANCHES-07799
BOX 520
HIGH PRAIRIE, AB T0G1E0

Search ID #: Z14767330

Phone #: 780 523 5201

Fax #: 780 523 5204

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY	Current

Search ID #: Z14767330

Individual Debtor Search For:

PAYNE, DARRELL

Search ID #: Z14767330

Date of Search: 2022-Mar-09

Time of Search: 13:41:54

Registration Number: 17012530422

Registration Type: SECURITY AGREEMENT

Registration Date: 2017-Jan-25

Registration Status: Current

Expiry Date: 2024-Jan-25 23:59:59

Inexact Match on: Debtor No: 1

Debtor(s)

Block

1 PAYNE, DARRELL, SYLVESTER
262 PROSPECT DR
FORT MCMURRAY, AB T9K 0W7

Status
Current

Birth Date:
1967-Nov-20

Secured Party / Parties

Block

1 ROYAL BANK OF CANADA
10 YORK MILLS ROAD
TORONTO, ON M2P 0A2

Status
Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	3GTU2PEJ1HG267385	2017	GMC Sierra 1500	MV - Motor Vehicle	Current

Search ID #: Z14767330

Individual Debtor Search For:

PAYNE, DARRELL

Search ID #: Z14767330

Date of Search: 2022-Mar-09

Time of Search: 13:41:54

Registration Number: 21022622203

Registration Date: 2021-Feb-26

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2024-Feb-26 23:59:59

Inexact Match on: Debtor

No: 3

Amendments to Registration

21022622629

Amendment

2021-Feb-26

Debtor(s)

Block

1 PAYNE, DARRELL, GORDON
BOX 209
JOUSSARD, AB T0G 1J0

Birth Date:
1958-Jan-25

Status

Deleted by
21022622629

Block

2 PAYNE, PATRICIA
BOX 209
JOUSSARD, AB T0G 1J0

Birth Date:
1953-Apr-27

Status

Current

Block

3 PAYNE, DARRELL, GORDON
BOX 209
JOUSSARD, AB T0G 1J0

Birth Date:
1958-Jan-05

Status

Current by
21022622629

Search ID #: Z14767330

Secured Party / Parties**Block****Status**

Current

1 APEETOGOSAN (METIS) DEVELOPMENT INC.
302, 12308 - 111 AVE
EDMONTON, AB T5M 2N4
Phone #: 780 452 7951 Fax #: 780 454 5997
Email: office@amdi.co

Collateral: General**Block****Description****Status**

1	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF EVERY NATURE AND KIND.	Current
2	ALL PROCEEDS OF EVERY NATURE AND KIND, BOTH PRESENT AND FUTURE, INCLUDING, WITHOUT LIMITATION, ALL ACCOUNTS, INTANGIBLES, INDEBTEDNESS AND CLAIMS FOR OR RIGHTS TO MONEY, AND ALL CASH, NOTES, RENTAL PAYMENTS, INSURANCE PAYMENTS, GOODS, CHATTEL PAPER, SECURITIES, INSTRUMENTS, DOCUMENTS OF TITLE, SUBSTITUTIONS, TRADE-INS, AND ANY OTHER PROPERTY OR OBLIGATIONS RECEIVED WHEN THE SAID COLLATERAL AND/OR SERIAL NUMBERED GOODS DESCRIBED HEREIN, TOGETHER WITH ALL ACCESSIONS OR ACCRETIONS THERETO, OR PROCEEDS THEREOF, ARE SOLD, DEALT WITH, EXCHANGED, COLLECTED, DAMAGED, DESTROYED OR OTHERWISE DISPOSED OF.	Current

Search ID #: Z14767330

Individual Debtor Search For:

PAYNE, DARRELL

Search ID #: Z14767330

Date of Search: 2022-Mar-09 Time of Search: 13:41:54

Registration Number: 21031231804

Registration Date: 2021-Mar-12

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2026-Mar-12 23:59:59

Exact Match on: Debtor No: 3

Debtor(s)**Block**

1 PAYNE, BRETT
141 CHEECHAM COURT
ANZAC, BC T0P 1J0

Birth Date:
1986-Sep-20

Status
Current

Block

2 PAYNE, VERA
464 MAIN STREET
SUMMERSIDE-IRISHTOWN, NL A2H 4A1

Birth Date:
1955-Mar-04

Status
Current

Block

3 PAYNE, DARRELL
464 MAIN STREET
SUMMERSIDE-IRISHTOWN, NL A2H 4A1

Birth Date:
1957-Dec-23

Status
Current

Secured Party / Parties**Block**

1 BANK OF MONTREAL
10175 101 STREET NW, 20TH FLOOR
EDMONTON, AB T5J 0H3
Email: westernpprnotices@bmo.com

Status
Current

Search ID #: Z14767330

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	Any and all present and future accounts and monies and all other indebtedness, obligations and liabilities of any kind, direct or indirect, absolute or contingent, joint or several, of 608772 Alberta Ltd. which are now or hereafter owed to the Debtor. Proceeds: Chattel paper, goods, investment property, documents of title, instruments, money, and intangibles.	Current

Search ID #: Z14767330

Note:

The following is a list of matches closely approximating your Search Criteria,
which is included for your convenience and protection.

Debtor Name / Address	Birth Date:	Reg.#
PAINE, DAVID, ROY 11929 41 ST NW EDMONTON, AB T5W2M1	1941-Apr-02	18062645326

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
PAINE, DENNIS, GORDON 208-7180 A PARKE AVE RED DEER, AB T4P 1M9	1952-Jul-30	20080511832

SECURITY AGREEMENT

Debtor Name / Address	Reg.#
PANAS, DEAN, PAUL 44 HILLVIEW ONE EDMONTON, AB T6L5C4	96010826756

BANKRUPTCY / PROPOSAL

Debtor Name / Address	Birth Date:	Reg.#
PANAS, DEAN, PAUL 6 4325 101A AVE EDMONTON, AB T6A 0L2	1968-Aug-20 Gender: Male	05020820162

MAINTENANCE ORDER

Debtor Name / Address	Birth Date:	Reg.#
PANAS, DEVON 20-14825 118 STREET NW EDMONTON, AB T5X 3A6	1991-Jan-31	19041228361

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
PANAS, DEVON APT 20, 14825-118 STREET EDMONTON, AB T5X 3A6	1991-Jan-31 Gender: Male	21091321326

WRIT OF ENFORCEMENT

Search ID #: Z14767330

Debtor Name / Address	Birth Date:	Reg.#
PANE, DIANA, HEDY 107 HARVEST HILLS DR CALGARY, AB T3K 3X4	1950-Mar-07	17010303161

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
PANNU, DILPREET, SINGH 2312 CAMERON RAVINE COVE NW EDMONTON, AB T6M 0L2	1986-Oct-31	20081908816

SECURITY AGREEMENT

Debtor Name / Address	Reg.#
PANNU, DILPREET, SINGH 21 RED SKY WAY NE CALGARY AB, T3N0X6	21081334456

BANKRUPTCY / PROPOSAL

Debtor Name / Address	Birth Date:	Reg.#
PANNU, DIPREET, SINGH 2312 CAMERON RAVINE CV NW EDMONTON, AB T6M0L2	1986-Oct-31	20052121374

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
PAYNE, D, NEIL 4221 42ND STREET LEDUC, AB T9E 4S3	1963-Sep-14	17090715887

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
PAYNE, D'ARCY, NICHOLAS 10512 35 AVENUE NW EDMONTON, AB T6J 2L9	1973-Dec-05	21062328314

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
	1949-Jun-08	

Search ID #: Z14767330

PAYNE, DALE
304 SPRING NEARWAY DRIVE
CHESTERMERE, AB T1X 1T2

19080639476

SECURITY AGREEMENT
Debtor Name / Address
Birth Date:
1972-May-22
Reg.#

PAYNE, DALE
129 ARSENAULT CRESCENT
FORT MCMURRAY, AB T9J1J5

21060143801

SECURITY AGREEMENT
Debtor Name / Address
Birth Date:
1972-May-22
Reg.#

PAYNE, DALE
5 DR DD MACDONALD DRIVE
DEER LAKE, NL A8A0B5

21060927124

SECURITY AGREEMENT
Debtor Name / Address
Birth Date:
1972-May-22
Reg.#

PAYNE, DALE, MINNIE
22 128 AVE SW
SLAVE LAKE, AB T0G2A4

20081836887

SECURITY AGREEMENT
Debtor Name / Address
Birth Date:
1972-May-22
Reg.#

PAYNE, DALE, MINNIE
129 ARSENAULT CRESCENT
FORT MCMURRAY, AB T9J1J5

21060143801

SECURITY AGREEMENT
Debtor Name / Address
Birth Date:
1972-May-22
Reg.#

PAYNE, DALE, MINNIE
5 DR DD MACDONALD DRIVE
DEER LAKE, NL A8A0B5

21060927124

SECURITY AGREEMENT
Debtor Name / Address
Birth Date:
1999-Jul-09
Reg.#

Search ID #: Z14767330

PAYNE, DALTON
NE-20-50-4-W4 ABBEY
LLOYDMINSTER, AB T9V3B5

21122925099

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1981-Nov-11

Reg.#

PAYNE, DAN
3828 11 STREET SOUTH WEST
CALGARY, AB T2T 3M4

18120768182

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1985-May-30

Reg.#

PAYNE, DAN, MICHAEL
5503 115 ST NW
EDMONTON, AB T6H 3P4

21020802959

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1981-Nov-11

Reg.#

PAYNE, DANIEL
3828 11 STREET SOUTH WEST
CALGARY, AB T2T 3M4

18120768182

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1959-May-16

Reg.#

PAYNE, DANIEL
125 BERENS PL
FORT MCMURRAY, AB T9K2C8

20071629160

SECURITY AGREEMENT**Debtor Name / Address**

PAYNE, DANIEL
64 VALENTINE CRESCENT
RED DEER, AB T4R 0E9

Reg.#

20081815413

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1949-Jan-03

Reg.#

PAYNE, DANIEL, ANTHONY
3304, 42 ST
LEDUC, AB T9E 6C5

19062203626

Search ID #: Z14767330

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
PAYNE, DANIEL, GEORGE 201 GREELY RD FORT MCMURRAY, AB T9H 3Y7	1977-Mar-27	16012925502

REPORT OF SEIZURE

Debtor Name / Address	Birth Date:	Reg.#
PAYNE, DANIEL, JAMES 3828 11 STREET SOUTH WEST CALGARY, AB T2T 3M4	1981-Nov-11	18120768182

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
PAYNE, DANIEL, KENNETH 207 SUNSET DR SUITE 418 SUITE 418 COCHRANE, AB T4C0H7	1984-Jun-24	20052706213

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
PAYNE, DANIEL, KENNETH 249 ROSS AVEN APT 8 COCHRANE, AB T4C 2J5	1984-Jun-24	21060220348

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
PAYNE, DANIEL, KENNETH 249 ROSS AV SUITE 8 SUITE 8 COCHRANE, AB T4C2J5	1984-Jun-24	21062830831

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
PAYNE, DANIEL, MICHAEL 5503 115 ST NW EDMONTON, AB T6H 3P4	1985-May-30	21020802959

SECURITY AGREEMENT

Search ID #: Z14767330

Debtor Name / Address	Birth Date:	Reg.#
PAYNE, DANIELLE 914 173A ST SW EDMONTON, AB T6W3V3	1988-Mar-29	20060308460

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
PAYNE, DANIELLE 63 TARARIDGE PLACE NE CALGARY, AB T3J2R5	1971-Nov-13	21101821885

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
PAYNE, DANIELLE, CANDACE 63 TARARIDGE PL CALGARY, AB T3J 2R5	1971-Nov-13	20090833621

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
PAYNE, DANIELLE, CANDANCE 63 TARARIDGE PLACE NE CALGARY, AB T3J 2R5	1971-Nov-13	20052028689

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
PAYNE, DANIELLE, CANDANCE 63 TARARIDGE PLACE NE CALGARY, AB T3J2R5	1971-Nov-13	21101821885

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
PAYNE, DAPHNE 80 - EVERSTONE DR SW CALGARY, AB T2Y 4M4	1957-May-13	15040212703

SECURITY AGREEMENT

Search ID #: Z14767330

Debtor Name / Address
 Birth Date:
1973-Dec-05
Reg.#
 PAYNE, DARCY, NICHOLAS
10512 35 AVENUE NW
EDMONTON, AB T6J2L9

21062328314

SECURITY AGREEMENT**Debtor Name / Address**
 Birth Date:
1968-Jul-03
Reg.#
 PAYNE, DARREN, N
91 CRANFORD CLOSE SOUTH EAST
CALGARY, AB T3M 1N2

20101932647

SECURITY AGREEMENT**Debtor Name / Address**
 Birth Date:
1968-Jul-03
Reg.#
 PAYNE, DARREN, NICHOLAS
91 CRANFORD CLOSE SOUTH EAST
CALGARY, AB T3M 1N2

20101932647

SECURITY AGREEMENT**Debtor Name / Address**
 Birth Date:
1964-Jan-23
Reg.#
 PAYNE, DARRYL
176 - PAMELY AVENUE
RED DEER, AB T4P 1J2

17042122859

SECURITY AGREEMENT**Debtor Name / Address**
 Birth Date:
1964-Jan-23
Reg.#
 PAYNE, DARRYL
176 PAMELY AVE
RED DEER, AB T4P1J2

19070540507

SECURITY AGREEMENT**Debtor Name / Address**
 Birth Date:
1964-Jan-23
Reg.#
 PAYNE, DARRYL, R
176 PAMELY AVE
RED DEER, AB T4P1J2

19070540507

SECURITY AGREEMENT**Debtor Name / Address****Reg.#**

Search ID #: Z14767330

PAYNE, DARRYL, SCOTT
5152 37 AVENUE
EDMONTON, AB T6L1C8

08091836751

BANKRUPTCY / PROPOSAL**Debtor Name / Address**

Birth Date:

Reg.#

1964-Jan-23

PAYNE, DARYL
176 PAMELY AVE
RED DEER, AB T4P 1J2

17020309113

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:

Reg.#

1973-Jul-17

PAYNE, DARYL, PATRICK
204 HIGHWOOD VILLAGE PLACE NW
HIGH RIVER, AB T1V 1V9

21080325874

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:

Reg.#

1970-Dec-22

PAYNE, DAVE
3142 DOUGLASDALE BLVD SE
CALGARY, AB T2Z 2S9

20012214015

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:

Reg.#

1970-Dec-22

PAYNE, DAVE, G
3142 DOUGLASDALE BLVD SE
CALGARY, AB T2Z 2S9

20012214015

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:

Reg.#

1970-Dec-22

PAYNE, DAVE, T
3142 DOUGLASDALE BLVD SE
CALGARY, AB T2Z 2S9

20012214015

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:

Reg.#

1970-Dec-22

Search ID #: Z14767330

PAYNE, DAVID
3142 DOUGLASDALE BLVD SE
CALGARY, AB T2Z 2S9

20012214015

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1980-Sep-29

Reg.#

PAYNE, DAVID
631 4A STREET W BOX 1362BOX 1362
CARDSTON, AB T0K0K0

21042035625

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1959-Dec-03

Reg.#

PAYNE, DAVID
144131 498 AVE W
HARTELL, AB T1S1A1

21122105003

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1970-Dec-22

Reg.#

PAYNE, DAVID, WILLIAM GIBSON
3142 DOUGLASDALE BLVD SE
CALGARY, AB T2Z 2S9

20012214015

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1983-Jan-25

Reg.#

PAYNE, DAWN
117 LABOUCANE CRESCENT
FORT MCMURRAY, AB T9K 2M2

18053119616

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1980-Oct-17

Reg.#

PAYNE, DAWN
4116 - 123 AVENUE NORTH WEST
EDMONTON, AB T5W 5C4

19052212635

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1979-Mar-20

Reg.#

Search ID #: Z14767330

PAYNE, DAWN
273 GREY CS
FORT MCMURRAY, AB T9H2N7

20080712798

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1983-Jan-25

Reg.#

PAYNE, DAWN
117 - LABOUCANE CRESCENT
FORT MCMURRAY, AB T9K 2M2

21060920986

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1980-Oct-17

Reg.#

PAYNE, DAWN, C
16537 130A STREET NW SUITE 11
EDMONTON, AB T6V0M6

21071518641

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1980-Oct-17

Reg.#

PAYNE, DAWN, C
16537 130A ST NW SUITE 11 SUITE 11
EDMONTON, AB T6V0M6

21072921409

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1980-Oct-17

Reg.#

PAYNE, DAWN, CORRINE
16537 130A STREET NW SUITE 11
EDMONTON, AB T6V0M6

21071518641

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1980-Oct-17

Reg.#

PAYNE, DAWN, CORRINE
16537 130A ST NW SUITE 11 SUITE 11
EDMONTON, AB T6V0M6

21072921409

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1966-Aug-26

Reg.#

Search ID #: Z14767330

PAYNE, DAWN, I
887 VILLAGE MEWS
SHERWOOD PARK, AB T8A 4L9

20100215865

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1966-Aug-26

Reg.#

PAYNE, DAWN, I
887 VILLAGE MEWS
SHERWOOD PARK, AB T8A4L9

21071224134

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1961-Jan-09

Reg.#

PAYNE, DAWN, IRENE
27 STRATHMORE LAKES WY
STRATHMORE, AB T1P1R1

20030908943

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1966-Aug-26

Reg.#

PAYNE, DAWN, IRENE
887 VILLAGE MEWS
SHERWOOD PARK, AB T8A 4L9

20100215865

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1966-Aug-26

Reg.#

PAYNE, DAWN, MARIE
887 VILLAGE MEWS
SHERWOOD PARK, AB T8A4L9

21071224134

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1997-Dec-20

Reg.#

PAYNE, DAWSON, TYLER
1705 - 1188 3RD SE
CALGARY, AB T2G 1H8

21091303762

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1966-Dec-30

Reg.#

Search ID #: Z14767330

PAYNE, DEAN, ANTHONY
209 840 67 AVE SW
CALGARY, AB T2V 0N6

Gender:
Male

00071021174

MAINTENANCE ORDER**Debtor Name / Address**

Birth Date:
1974-Oct-16

Reg.#

PAYNE, DEAN, LORNE
PO BOX 954-51 ROBINSON AVE
PENHOLD, AB T0M 1R0

18120418861

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1968-Nov-27

Reg.#

PAYNE, DEBBIE
1 CRYSTAL GREEN LN SUITE 205SUITE 205
OKOTOKS, AB T1S0C5

21122317587

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1953-Nov-16

Reg.#

PAYNE, DEBORAH
1002 - 110 COOPERS COMMON SW
AIRDRIE, AB T4B3Y3

21061000714

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1953-Nov-16

Reg.#

PAYNE, DEBORAH, JANE
1002 - 110 COOPERS COMMON SW
AIRDRIE, AB T4B3Y3

21061000714

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1961-May-07

Reg.#

PAYNE, DEBORAH, L
223 CHAPARRAL RAVINE
CALGARY, AB T2X 0A6

21051724134

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1942-Dec-12

Reg.#

Search ID #: Z14767330

PAYNE, DELBERT, B
PO BOX 1358 651 7 ST W
CARDSTON, AB T0K 0K0

19061022927

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:

Reg.#

1942-Dec-12

PAYNE, DELBERT, BRYCE
PO BOX 1358 651 7 ST W
CARDSTON, AB T0K 0K0

19061022927

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:

Reg.#

1995-Apr-27

PAYNE, DENIKA
13436 127 ST
EDMONTON, AB T5L1B7

20112338113

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:

Reg.#

1995-Apr-27

PAYNE, DENIKA, MEGAN
13436 127 ST
EDMONTON, AB T5L1B7

20112338113

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:

Reg.#

1968-Nov-22

PAYNE, DENISE, M
262 LAFFONT WAY
FORT MCMURRAY, AB T9K 2R2

19040936444

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:

Reg.#

1965-Mar-13

PAYNE, DENNIS
204 GREENWICH LANE
FORT MCMURRAY, AB T9H3Z3

19123032484

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:

Reg.#

1965-Mar-13

Search ID #: Z14767330

PAYNE, DENNIS
204 GREENWICH LANE
FORT MCMURRAY, AB T9H3Z3

21100600777

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:

Reg.#

1990-Jan-05

PAYNE, DEVIN, VINCENT
PO 8587
CANMORE, AB T1W 2V3

17033128525

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:

Reg.#

1960-Mar-09

PAYNE, DONALD
11 - BEDRIDGE ROAD NORTH EAST
CALGARY, AB T3K 1M3

16072727855

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:

Reg.#

1979-Jan-22

PAYNE, DONALD, JAMES
5206 43 STREET
TOFIELD, AB T0B 4J0

16071818878

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:

Reg.#

1979-Feb-11

PAYNE, DONALD, JAMES
5206 46 STREET
TOFIELD, AB T0B 4J0

20122208458

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:

Reg.#

1973-Dec-26

PAYNE, DONALD, S
67 DRAKE LANDNG
OKOTOKS, AB T1S 0E6

21042614797

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:

Reg.#

1973-Dec-26

Search ID #: Z14767330

PAYNE, DONALD, STEPHEN
67 DRAKE LANDING CRES
OKOTOKS, AB T1S0E6

19071739767

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1973-Dec-26

Reg.#

PAYNE, DONALD, STEPHEN
67 DRAKE LANDNG
OKOTOKS, AB T1S 0E6

21042614797

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1965-Oct-01

Reg.#

PAYNE, DONNA
10803 100 AVE
FORT SASKATCHEWAN, AB T8L 2A1

17080204734

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1966-Feb-16

Reg.#

PAYNE, DORIS, MARIE
PO BOX 1223
LLOYDMINSTER, AB T9V1G1

02072404201

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1945-Sep-04

Reg.#

PAYNE, DOUG
P.O.BOX# 1233
MAGRATH, AB T0K1J0

20110601008

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1945-Sep-04

Reg.#

PAYNE, DOUGLAS
P.O.BOX# 1233
MAGRATH, AB T0K1J0

20110601008

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1963-Sep-14

Reg.#

Search ID #: Z14767330

PAYNE, DOUGLAS, NEIL
4221 42ND STREET
LEDUC, AB T9E 4S3

17090715887

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1945-Sep-04

Reg.#

PAYNE, DOUGLAS, R
P.O.BOX# 1233
MAGRATH, AB T0K1J0

20110601008

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1972-Jul-19

Reg.#

PAYNE, DOUGLAS, RYAN
11856 58 ST
NW EDMONTON, AB T5W 3W7

19031819782

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1979-May-23

Reg.#

PAYNE, DUANE, ALEXANDER
607 9909 104ST
EDMONTON, AB T5K 2G5

02052905391

Gender:
Male

MAINTENANCE ORDER**Debtor Name / Address**

Birth Date:
1986-Jun-20

Reg.#

PAYNE, DUSTIN
117 10511 42 AVENUE NORTH WEST
EDMONTON, AB T6J 7G8

15122322980

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1980-Sep-17

Reg.#

PAYNE, DUSTIN
31 DENISON
RED DEER, AB T4R 2E9

20080406465

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1986-Jun-20

Reg.#

Search ID #: Z14767330

PAYNE, DUSTIN, DARIN
117 10511 42 AVENUE NORTH WEST
EDMONTON, AB T6J 7G8

15122322980

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1980-Sep-17

Reg.#

PAYNE, DUSTIN, SIMPSON
31 DENISON
RED DEER, AB T4R 2E9

20080406465

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1980-Sep-17

Reg.#

PAYNE, DUSTIN SIMPSON, SIMPSON
31 DENISON
RED DEER, AB T4R 2E9

20080406465

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1954-Aug-14

Reg.#

PAYNE, DWIGHT, ALBERT
209 ARCHIBALD CLOSE
FORT MCMURRAY, AB T9K 2P4

17060602076

SECURITY AGREEMENT**Debtor Name / Address**

PAYNE, DYLAN
107 SACKVILLE DRIVE SW
CALGARY, AB T2W0W4

Reg.#

21072618983

SECURITY AGREEMENT**Debtor Name / Address**

PAYNE, DYLLON
10 CASCADE ST
BLACKFALDS, AB T4M 0A8

Birth Date:
1988-Mar-17

Reg.#

21110203867

SECURITY AGREEMENT**Debtor Name / Address**

PAYNE, DYLLON, M
10 CASCADE ST
BLACKFALDS, AB T4M 0A8

Birth Date:
1988-Mar-17

Reg.#

21110203867

Search ID #: Z14767330

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
PENA, DAN 86 JAMES ST RED DEER, AB T4P4A1	1990-Mar-22	20082831893

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
PENA, DANIEL 538 MCKENZIE TOWNE CLOSE SE CALGARY, AB T2Z 1A8	1986-Jul-19	20110603902

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
PENA, DANIEL F 339 TEMPLEBY PL NE CALGARY, AB T1Y 5H2	1992-Sep-20	20010923255

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
PENA, DANIEL FERNANDO 339 TEMPLEBY PL NE CALGARY, AB T1Y 5H2	1992-Sep-20	20010923255

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
PENA, DANIEL FERNANDO 339 TEMPLEBY PL NE CALGARY, AB T1Y 5H2	1992-Sep-20	20010923255

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
PENA, DANIEL, R 538 MCKENZIE TOWNE CLOSE SE CALGARY, AB T2Z 1A8	1986-Jul-19	20110603902

SECURITY AGREEMENT

Search ID #: Z14767330

Debtor Name / Address	Birth Date:	Reg.#
PENA, DAVID, REINALDO 138 FOREST ROAD SE CALGARY, AB T2A 5B7	1961-Sep-28	17121816101

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
PENA, DAVID, REINALDO 138 FOREST RD SE CALGARY, AB T2A 5B7	1961-Sep-28	18011902135

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
PENA, DAVID, REINALDO 138 FOREST ROAD SE CALGARY, AB T2A5B7	1961-Sep-28	18061440995

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
PENA, DEHIVI, JOSE 17528 76 ST NW EDMONTON, AB T5Z0R3	1993-Jul-07	18060636558

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
PENA, DIEGO 27 MILLBANK ROAD SW CALGARY, AB T2Y 2B6	1999-Nov-08	20092816615

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
PENA, DIEGO, ISAAC 27 MILLBANK ROAD SW CALGARY, AB T2Y 2B6	1999-Nov-08	20092816615

SECURITY AGREEMENT

Search ID #: Z14767330

Debtor Name / Address	Birth Date:	Reg.#
PENA, DON, P 2808 22 , SUITE 301 EDMONTON, AB T6T 0M3	1979-May-12	19072201294

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
PENNO, DANIELLE, MARIE 75 SANDSTONE CRES SE AIRDRIE, AB T4B 1T7	1973-Jul-19	22020304295

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
PENNO, DAYLLIN 10721 92ND STREET PEACE RIVER, AB T8S 1P4	1994-Oct-28	19041035467

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
PENNO, DAYLLIN, ELIZABETH 10721 92ND STREET PEACE RIVER, AB T8S 1P4	1994-Oct-28	19041035467

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
PINA, DANIELLE 2143 141 AVE NW EDMONTON, AB T5Y 1C4	1976-Feb-09 Gender: Female	20032521713

WRIT OF ENFORCEMENT

Debtor Name / Address	Birth Date:	Reg.#
PINEAU, DAVID, KEITH 101 - 819 4A ST NE CALGARY, AB	1967-Sep-27 Gender: Male	16040810442

WRIT OF ENFORCEMENT

Debtor Name / Address	Birth Date:	Reg.#
	1967-Sep-27	

Search ID #: Z14767330

PINEAU, DAVID, KEITH
101 - 819 4A ST NE
CALGARY, AB

Gender:
Male

16040810601

WRIT OF ENFORCEMENT**Debtor Name / Address**

Birth Date:
1968-Nov-26

Reg.#

PINEAU, DAVID, LAWRENCE
28 WOODBINE RD
SHERWOOD PARK, AB T8A 4A9

18081602551

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1956-Dec-10

Reg.#

PINEAU, DAVID, RICHARD
630 HOWATT DRIVE SW
EDMONTON, AB T6W 2T6

16071336676

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1956-Dec-10

Reg.#

PINEAU, DAVID, RICHARD
630 HOWATT DR
EDMONTON, AB T6W 2T6

16071434054

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1972-Jul-05

Reg.#

PINEAU, DAWNE
195 - RISPLER WAY
HINTON, AB T7V 1L8

19031913068

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1972-Jul-05

Reg.#

PINEAU, DAWNE
195 RISPLER WAY
HINTON, AB T7V1L8

20122416959

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1972-Jul-05

Reg.#

Search ID #: Z14767330

PINEAU, DAWNE, ADINE
195 RISPLER WAY
HINTON, AB T7V1L8

20122416959

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1969-Jul-14

Reg.#

PINEAU, DENNETTE, ARLENE
PO 681 SE 14 59 12 W5
WHITECOURT, AB T7S 1N7

18073109737

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1996-Nov-24

Reg.#

PINEAU, DONOVAN, JOSEPH
PO BOX 353
BOWDEN, AB T0M0K0

15030909318

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1980-Dec-04

Reg.#

PINEAU, DWAYNE
103 CHURCHILL AVE
NORTH RUSTICO, PE C0A 1X0

Gender:
Male

21062819876

WRIT OF ENFORCEMENT**Debtor Name / Address**

Birth Date:
1956-Mar-07

Reg.#

PINO, DAVID
15 CLEARWATER LANE
SHERWOOD PARK, AB T8H2X1

20061801419

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1956-Mar-07

Reg.#

PINO, DAVID, CARLOS
15 CLEARWATER LANE
SHERWOOD PARK, AB T8H2X1

20061801419

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1963-Dec-16

Reg.#

Search ID #: Z14767330

PINO, DEBBIE, E
217 35 SURGEON RD
ST ALBERT, AB T8N0E8

19111312437

SECURITY AGREEMENT
Debtor Name / Address

PINO, DINO
1731 35 ST
EDMONTON, AB T6L2N9

Birth Date:
1959-Mar-10

Reg.#

00042725002

Gender:
Male

MAINTENANCE ORDER
Debtor Name / Address

PINO, DINO
1731-35 ST
EDMONTON, AB T6L2N9

Birth Date:
1959-Mar-10

Reg.#

00042725044

Gender:
Male

MAINTENANCE ORDER
Debtor Name / Address

PUNNI, DANIAL
396 SKYVIEW SHR MA NE
CALGARY, AB T3N 0H4

Birth Date:
1980-Sep-06

Reg.#

20080507877

SECURITY AGREEMENT
Debtor Name / Address

PUNYI, DIANA
101B STEWART CREEK LA SUITE 2107SUITE 21
CANMORE, AB T1W0E3

Birth Date:
1989-Apr-06

Reg.#

19030810015

SECURITY AGREEMENT
Debtor Name / Address

PYNE, DANIEL
125 BERENS PL
FORT MCMURRAY, AB T9K2C8

Birth Date:
1959-May-16

Reg.#

20071629160

SECURITY AGREEMENT
Debtor Name / Address

Birth Date:
1960-Jun-22

Reg.#

Search ID #: Z14767330

PYNE, DARRELL, G
14925 89 AVEN NW APT 303
EDMONTON, AB T5R 4P8

20052217072

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:

Reg.#

1960-Jun-22

PYNE, DARRELL, GORDON
14925 89 AVEN NW APT 303
EDMONTON, AB T5R 4P8

20052217072

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:

Reg.#

1950-Oct-19

PYNE, DEREK, JAMES
26 CARMEL
SHERWOOD PARK, AB T8A 5L1

19041001613

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:

Reg.#

1950-Oct-19

PYNE, DEREK, S
26 CARMEL
SHERWOOD PARK, AB T8A 5L1

19041001613

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:

Reg.#

1954-Apr-09

PYNE, DONNA
PO BOX 215
WARNER, AB T0K 2L0

08050510809

SECURITY AGREEMENT

Result Complete

Search ID #: Z14767314

Transmitting Party

MCCARTHY TETRAULT LLP

4000, 421 - 7th AVENUE SW
CALGARY, AB T2P 4K9

Party Code: 50087121
Phone #: 403 260 3500
Reference #: 004138-543294

Search ID #: Z14767314

Date of Search: 2022-Mar-09

Time of Search: 13:40:56

Individual Debtor Search For:

PAYNE, BRETT

Both Exact and Inexact Result(s) Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.
Be sure to read the reports carefully.



Search ID #: Z14767314

Individual Debtor Search For:

PAYNE, BRETT

Search ID #: Z14767314

Date of Search: 2022-Mar-09

Time of Search: 13:40:56

Registration Number: 17041825501

Registration Type: SECURITY AGREEMENT

Registration Date: 2017-Apr-18

Registration Status: Current

Expiry Date: 2022-Apr-18 23:59:59

Inexact Match on: Debtor No: 1

Debtor(s)

Block

1 PAYNE, BRETT, H
133 MACKENZIE ST
FORT MCMURRAY, AB T9H 4K9

Status
Current

Birth Date:
1986-Sep-20

Secured Party / Parties

Block

1 SNAP-ON CREDIT CANADA
195A HARRY WALKER PKWY N
NEWMARKET, ON L3Y 7B3

Status
Current

Collateral: General

Block

Description

1 ALL OF THE RIGHT, TITLE AND INTEREST OF THE DEBTOR IN AND TO ALL TOOLS AND EQUIPMENT PURCHASED FROM SNAP-ON TOOLS COMPANY OF CANADA LTD. OR ANY SNAP-ON TOOLS COMPANY OF CANADA LTD. FRANCHISEE OR OTHER SALES REPRESENTATIVE OR ANY AFFILIATE, OR COVERED UNDER ALL CONTRACTS, LEASES AND INVOICE NUMBERS ASSIGNED TO SNAP-ON CREDIT CANADA., AND ALL ACCESSIONS AND OTHER TANGIBLE PERSONAL PROPERTY PRESENT AND HEREAFTER ACQUIRED INCLUDING, WITHOUT LIMITATION, INTANGIBLES, CHOSSES IN ACTIONS, ACCOUNTS, ACCOUNTS RECEIVABLE, DEBTS, MONIES AND ALL PAYMENTS AND PROCEEDS THEREFROM.

Status
Current

Search ID #: Z14767314

Individual Debtor Search For:

PAYNE, BRETT

Search ID #: Z14767314

Date of Search: 2022-Mar-09

Time of Search: 13:40:56

Registration Number: 19121733443

Registration Date: 2019-Dec-17

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2025-Dec-17 23:59:59

Inexact Match on: Debtor No: 2

Debtor(s)**Block**

1 608772 ALBERTA LTD.
133 MACKENZIE ST
FORT MCMURRAY, AB T9H4K9

Status
Current

Block

2 PAYNE, BRETT, HOLLIS
141 CHEECHAM CT
ANZAC, AB T0P1J0

Status
Current

Birth Date:
1986-Sep-20

Secured Party / Parties**Block**

1 THE BANK OF NOVA SCOTIA
10 WRIGHT BOULEVARD
STRATFORD, ON N5A7X9
Email: collateral.guard@teranet.ca

Status
Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	1GTU9FEL9LZ119291	2020	GMC New Sierra 1500	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE AND THE PROCEEDS OF THOSE VEHICLES	Current

Search ID #: Z14767314

Individual Debtor Search For:

PAYNE, BRETT

Search ID #: Z14767314

Date of Search: 2022-Mar-09

Time of Search: 13:40:56

Registration Number: 20021028164

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Feb-10

Registration Status: Current

Expiry Date: 2025-Feb-10 23:59:59

Inexact Match on: Debtor No: 1

Inexact Match on: Debtor No: 2

Debtor(s)

Block

1 PAYNE, BRETT, HOLLIS
141 CHEECHAM
ANZAC, AB TOP 1J0

Status
Current

Birth Date:
1986-Sep-20

Block

2 PAYNE, BRETT, H
141 CHEECHAM
ANZAC, AB TOP 1J0

Status
Current

Birth Date:
1986-Sep-20

Secured Party / Parties

Block

1 NATIONAL BANK OF CANADA
500 PLACE D'ARMES, 16TH FLOOR
MONTREAL, QC H2Y 2W3
Email: absecparties@avssystems.ca

Status
Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	4UF8NP109LT000716	2020	YAMAHA SNOSCOOT ES	MV - Motor Vehicle	Current
2	4UF8NP107LT000858	2020	YAMAHA SNOSCOOT ES	MV - Motor Vehicle	Current

Search ID #: Z14767314

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	(SRT MOTORSPORTS LTD) AS THE INITIAL SECURED PARTY, HAS ASSIGNED TO NATIONAL BANK OF CANADA ALL OF ITS RIGHT, TITLE AND INTEREST IN THE CONSUMER GOOD AND IN A CONDITIONAL SALE CONTRACT, PURSUANT TO SAID CONDITIONAL SALE CONTRACT.	Current

Search ID #: Z14767314

Individual Debtor Search For:

PAYNE, BRETT

Search ID #: Z14767314

Date of Search: 2022-Mar-09

Time of Search: 13:40:56

Registration Number: 20101435156

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Oct-14

Registration Status: Current

Expiry Date: 2028-Oct-14 23:59:59

Exact Match on: Debtor No: 2

Debtor(s)

Block

1 PAYNE, GORDON, BRETT
2904 49A ST NW
EDMONTON, AB T6L5J5

Birth Date:
1980-Jul-05

Status
Current

Block

2 PAYNE, BRETT
2904 49A ST NW
EDMONTON, AB T6L5J5

Birth Date:
1980-Jul-05

Status
Current

Secured Party / Parties

Block

1 THE BANK OF NOVA SCOTIA
10 WRIGHT BOULEVARD
STRATFORD, ON N5A7X9
Email: collateral.guard@teranet.ca

Status
Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	1C6SRFLT4LN188043	2020	Ram 1500	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE AND THE PROCEEDS OF THOSE VEHICLES	Current

Search ID #: Z14767314

Individual Debtor Search For:

PAYNE, BRETT

Search ID #: Z14767314

Date of Search: 2022-Mar-09

Time of Search: 13:40:56

Registration Number: 20102636696

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Oct-26

Registration Status: Current

Expiry Date: 2024-Oct-26 23:59:59

Inexact Match on: Debtor No: 2

Inexact Match on: Debtor No: 3

Debtor(s)

Block

1 608772 ALBERTA LTD.
133 MACKENZIE STREET
FORT MCMURRAY, AB T9H 4K9

Status
Current

Block

2 PAYNE, BRETT, HOLIS
141 CHEECHAM COURT
ANZAC, AB T0P 1J0

Status
Current

Birth Date:
1986-Sep-20

Block

3 PAYNE, BRETT, H
141 CHEECHAM COURT
ANZAC, AB T0P 1J0

Status
Current

Birth Date:
1986-Sep-20

Secured Party / Parties

Block

1 TD AUTO FINANCE (CANADA) INC.
PO BOX 4086, STATION A
TORONTO, ON M5W5K3
Email: collateral.guard@teranet.ca

Status
Current

Search ID #: Z14767314

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	3C6UR5TLXLG106506	2020	RAM 2500	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	ALL ATTACHMENTS, ACCESSORIES, ADDITIONS, ALTERNATIONS, REPLACEMENTS AND REPAIRS (WHETHER PRESENT OR FUTURE) TO THE VEHICLE COLLATERAL. PROCEEDS: ALL CASH AND NON-CASH PROCEEDS OF THE VEHICLE COLLATERAL, INCLUDING, WITHOUT LIMITATION, PROCEEDS DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE VEHICLE COLLATERAL OR THAT INDEMNIFIES OR COMPENSATES THE DEBTOR(S) FOR THE DESTRUCTION OR DAMAGE TO OR LOSS OF THE VEHICLE COLLATERAL. THE PROCEEDS MAY TAKE THE FORM OF ANY ONE OR MORE OF THE FOLLOWING: GOODS, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY, INVESTMENT PROPERTY OR INTANGIBLES. ACCORDINGLY, ANY OF THE DEBTOR (S) AFTER ACQUIRED PROPERTY MAY BE PROCEEDS AND THEREFORE SUBJECT TO THE SECURED PARTY'S SECURITY INTEREST.	Current

Search ID #: Z14767314

Individual Debtor Search For:

PAYNE, BRETT

Search ID #: Z14767314

Date of Search: 2022-Mar-09

Time of Search: 13:40:56

Registration Number: 21031231804

Registration Type: SECURITY AGREEMENT

Registration Date: 2021-Mar-12

Registration Status: Current

Expiry Date: 2026-Mar-12 23:59:59

Exact Match on:

Debtor

No: 1

Debtor(s)**Block**

1 PAYNE, BRETT
141 CHEECHAM COURT
ANZAC, BC T0P 1J0

Birth Date:
1986-Sep-20

Status
Current

Block

2 PAYNE, VERA
464 MAIN STREET
SUMMERSIDE-IRISHTOWN, NL A2H 4A1

Birth Date:
1955-Mar-04

Status
Current

Block

3 PAYNE, DARRELL
464 MAIN STREET
SUMMERSIDE-IRISHTOWN, NL A2H 4A1

Birth Date:
1957-Dec-23

Status
Current

Secured Party / Parties**Block**

1 BANK OF MONTREAL
10175 101 STREET NW, 20TH FLOOR
EDMONTON, AB T5J 0H3
Email: westernprnotices@bmo.com

Status
Current

Search ID #: Z14767314

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	Any and all present and future accounts and monies and all other indebtedness, obligations and liabilities of any kind, direct or indirect, absolute or contingent, joint or several, of 608772 Alberta Ltd. which are now or hereafter owed to the Debtor. Proceeds: Chattel paper, goods, investment property, documents of title, instruments, money, and intangibles.	Current

Search ID #: Z14767314

Individual Debtor Search For:

PAYNE, BRETT

Search ID #: Z14767314

Date of Search: 2022-Mar-09

Time of Search: 13:40:56

Registration Number: 21092228381

Registration Type: SECURITY AGREEMENT

Registration Date: 2021-Sep-22

Registration Status: Current

Expiry Date: 2024-Sep-22 23:59:59

Inexact Match on: Debtor No: 1

Debtor(s)

Block

Status

1 PAYNE, BRETT, HOLLIS
141 CHEECHAM COURT
ANZAC, AB T0P 1J0

Current

Birth Date:
1986-Sep-20

Secured Party / Parties

Block

Status

1 YAMAHA MOTOR FINANCE CANADA LTD.
480 GORDON BAKER ROAD
TORONTO, ON M2H 3B4
Email: absecparties@avssystems.ca

Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	MH4LXSD10NJP00686	2022	KAWASAKI KLX 110RL	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL	Current

Search ID #: Z14767314

Note:

The following is a list of matches closely approximating your Search Criteria,
which is included for your convenience and protection.

Debtor Name / Address	Birth Date:	Reg.#
PAINE, BRAIN 8618 90 ST GRANDE PRAIRIE, AB T8X1V6	1985-Aug-18	20022624455

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
PAINE, BRYAN, GARY 9801 109 AVE GRANDE PRAIRIE, AB T8V 1R5	1985-Aug-18	17021304200

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
PAINE, BRYAN, GARY 8618 90 ST GRANDE PRAIRIE, AB T8X 1V6	1985-Aug-18	19042343494

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
PAINE, BRYAN, GARY 8618 90 ST GRANDE PRAIRIE, AB T8X1V6	1985-Aug-18	20022624455

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
PANA, BRENDAN BOX 401 QU'APPELLE, SK S0G4A0	1969-Jul-22	07032325685

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
PANA, BRIAN, ROY 120 PENWORTH CRES SE CALGARY, AB T2A 4C9	1956-Oct-31 Gender: Male	96070823156

Search ID #: Z14767314

MAINTENANCE ORDER

Debtor Name / Address	Birth Date:	Reg.#
PANAS, BLAINE 6223 - 30 AVENUE CAMROSE, AB T4V 4V7	1960-Feb-19	19011607064

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
PANAS, BLAINE, PAUL 6223 - 30 AVE CAMROSE, AB T4V 4V7	1960-Feb-19	13070435484

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
PANES, BENIGRACE 130 FULHAM STRE SE APT 248 CALGARY, AB T2H 1H6	1985-Nov-09	21100813441

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
PANNU, BALJINDER 3035 34A AVE NW EDMONTON, AB T6T 1W6	1972-Nov-21	19013022275

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
PANNU, BALJINDER, K 3035 34A AVE EDMONTON, AB T6T 1W6	1972-Nov-02	20060326115

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
PANNU, BALJINDER, KAUR 3035 34A AVE NW EDMONTON, AB T6T 1W6	1972-Nov-21	19013022275

SECURITY AGREEMENT

Search ID #: Z14767314

Debtor Name / Address

PANNU, BISHAN, SINGH
4118-33A STREET NW
EDMONTON, AB T6T 1R4

Reg.#

17040721266

Gender:
Male

WRIT OF ENFORCEMENT**Debtor Name / Address**

PANNU, BISHAN, SINGH
4118-33A STREET NW
EDMONTON, AB T6T 1R4

Reg.#

17040721532

Gender:
Male

WRIT OF ENFORCEMENT**Debtor Name / Address**

PANNU, BISHAN, SINGH
1515 21 STREET
EDMONTON, AB T6T1R4

Reg.#

17120634382

BANKRUPTCY / PROPOSAL**Debtor Name / Address**

PAYNE, BAILEY, ANNE
1068 LAWRENCE AV SUITE ASUITE A
KELOWNA, BC V1Y6M2

Birth Date:
1990-Sep-21

Reg.#

20072113576

SECURITY AGREEMENT**Debtor Name / Address**

PAYNE, BARB, J
4410 1ST AVENUE S
LETHBRIDGE, AB T1J4B3

Birth Date:
1960-Jul-16

Reg.#

22030118876

SECURITY AGREEMENT**Debtor Name / Address**

PAYNE, BARBARA
PO BOX 161 5303 51 STREET
EDGERTON, AB T0B 1K0

Birth Date:
1964-Nov-16

Reg.#

15121533895

SECURITY AGREEMENT**Debtor Name / Address**

PAYNE, BARRY
116 MACRAE PLACE
FORT MCMURRAY, AB T9K0Z7

Birth Date:
1957-Nov-25

Reg.#

18091123382

Search ID #: Z14767314

SECURITY AGREEMENT**Debtor Name / Address**

PAYNE, BARRY
409 HARPE WAY
FORT MCMURRAY, AB T9K 2L7

Birth Date:
1957-Nov-25

Reg.#

20091407374

SECURITY AGREEMENT**Debtor Name / Address**

PAYNE, BAXTER, MICHAEL
1317 17TH STREET SE
MEDICINE HAT, AB T1A2A7

Reg.#

13031234143

BANKRUPTCY / PROPOSAL**Debtor Name / Address**

PAYNE, BEATRICE
NE 23 86 16 WEST OF THE 5TH THNX CHAR
PEACE RIVER, AB T8S 1R9

Birth Date:
1956-May-16

Reg.#

21062238908

SECURITY AGREEMENT**Debtor Name / Address**

PAYNE, BEATRICE
BOX 5309
PEACE RIVER, AB T8S1R9

Birth Date:
1956-May-16

Reg.#

21062334400

SECURITY AGREEMENT**Debtor Name / Address**

PAYNE, BENJAMIN, HAWKINS
BOX 6
ROLLING HILLS, AB T0J2S0

Birth Date:
1977-Dec-26

Reg.#

21073005444

SECURITY AGREEMENT**Debtor Name / Address**

PAYNE, BENJAMIN, LESLIE
237 COYOTE CRESCENT
FORT MCMURRAY, AB T9K 0C6

Birth Date:
1975-Aug-16

Reg.#

21070622710

SECURITY AGREEMENT

Search ID #: Z14767314

Debtor Name / Address	Birth Date:	Reg.#
PAYNE, BENJAMIN, TEDFORD 1070 MCCONACHIE BLVD NW #303 EDMONTON, AB T5Y 0X1	2000-Nov-03	22022520215

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
PAYNE, BENJAMINE, HAWKINS BOX 6 ROLLING HILLS, AB T0J 2S0	1977-Dec-26	12041127887

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
PAYNE, BETTY 112 HALL CRES FORT MCMURRAY, AB T9K 2K9	1974-Jul-22	20062217823

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
PAYNE, BEVERLEE, A 97 EVEROAK PK SW CALGARY, AB T2Y2J1	1970-Feb-24	18083139734

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
PAYNE, BILL, M 120 RIDGEPOINT WAY SHERWOOD PARK, AB T8A 6B3	1941-May-13	19021312786

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
PAYNE, BLAIR 381 HARPE WAY FORT MCMURRAY, AB T9K 2L6	1977-Feb-15	21030514696

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
	1977-Feb-15	

Search ID #: Z14767314

PAYNE, BLAIR, D 19082639698
381 HARPE WAY
FORT MCMURRAY, AB T9K2L6

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
PAYNE, BLAIR, DAVID	1977-Feb-15	19082639698
381 HARPE WAY		
FORT MCMURRAY, AB T9K2L6		

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
PAYNE, BLAIR, DAVID	1977-Feb-15	20062935329
381 HARPE WAY		
FORT MCMURRAY, AB T9K 2L6		

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
PAYNE, BLOSSOM, SHARON	1992-Jul-18	21081618013
14023 118 ST NW		
EDMONTON, AB T5X4K8		

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
PAYNE, BOBBI, J	1988-Sep-08	18070618799
12216 51 ST NW		
EDMONTON, AB T5W 3H2		

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
PAYNE, BRADFORD, R	1974-May-04	18120340959
261 WARREN WAY		
FORT MCMURRAY, AB T9H5H8		

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
	1974-May-04	

Search ID #: Z14767314

PAYNE, BRADFORD, R
261 WARREN WY
FORT MCMURRAY, AB T9H 5H8

21061401535

SECURITY AGREEMENT**Debtor Name / Address**
Birth Date:
1974-May-04
Reg.#

PAYNE, BRADFORD, ROBERT
181 CAOUETTE CRESCENT
FORT MCMURRAY, AB T9K 2H9

16080512092

SECURITY AGREEMENT**Debtor Name / Address**
Birth Date:
1974-May-04
Reg.#

PAYNE, BRADFORD, ROBERT
261 WARREN WAY
FORT MCMURRAY, AB T9H5H8

18120340959

SECURITY AGREEMENT**Debtor Name / Address**
Birth Date:
1978-Nov-21
Reg.#

PAYNE, BRADLEY
136 SILICA PLACE
FORT MCMURRAY, AB T9H2Z8

21042238164

SECURITY AGREEMENT**Debtor Name / Address**
Birth Date:
1982-Jun-25
Reg.#

PAYNE, BRADLEY, REGINALD TEX
84355 RR 213 BOX 6762 BOX 6762
PEACE RIVER, AB T8S1S5

19041721712

SECURITY AGREEMENT**Debtor Name / Address**
Birth Date:
1978-Nov-21
Reg.#

PAYNE, BRADLEY, T
136 SILICA PLACE
FORT MCMURRAY, AB T9H2Z8

20121004381

SECURITY AGREEMENT**Debtor Name / Address**
Birth Date:
1978-Nov-21
Reg.#

Search ID #: Z14767314

PAYNE, BRADLEY, T
136 SILICA PLACE
FORT MCMURRAY, AB T9H2Z8

21042003518

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1978-Nov-21

Reg.#

PAYNE, BRADLEY, T
136 SILICA PLACE
FORT MCMURRAY, AB T9H2Z8

21042238164

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1978-Nov-21

Reg.#

PAYNE, BRADLEY, T
345 DIEFENBAKER DRIVE
FORT MCMURRAY, AB T9K 2K1

21101216081

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1978-Nov-21

Reg.#

PAYNE, BRADLEY, THOMAS
136 SILICA PLACE
FORT MCMURRAY, AB T9H2Z8

21042238164

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1987-Jan-04

Reg.#

PAYNE, BRADY, CHARLES
604 14 AVENUE SW
CALGARY, AB T2R0M8

21020602044

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1989-Feb-14

Reg.#

PAYNE, BRANDLEY, JESSE
6011 4TH AVENUE S.W.
EDMONTON, AB T6X 0J8

20072813334

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1992-Jul-18

Reg.#

Search ID #: Z14767314

PAYNE, BRANDON
225-480 CRYSTALLINA NERA DR NW
EDMONTON, AB T5Z 0R6

20030403397

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1995-Mar-03

Reg.#

PAYNE, BRANDON
403 217 LAKE STREET
RED DEER COUNTY, AB T4E1B9

21102217503

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1992-Aug-23

Reg.#

PAYNE, BRANDON
806 1710 RADISSON DR SW
CALGARY, AB T2A 7E9

Gender:
Male

21111922938

WRIT OF ENFORCEMENT**Debtor Name / Address**

Birth Date:
1992-Aug-23

Reg.#

PAYNE, BRANDON, JAY
UNKNOWN
EDMONTON, AB

Gender:
Male

20082528323

WRIT OF ENFORCEMENT**Debtor Name / Address**

Birth Date:
1992-Aug-23

Reg.#

PAYNE, BRANDON, JAY
UNKNOWN
EDMONTON, AB

Gender:
Male

20082608865

WRIT OF ENFORCEMENT**Debtor Name / Address**

Birth Date:
1992-Aug-23

Reg.#

PAYNE, BRANDON, JAY ALEXANDER
1710 RADISON DRIVE SE
CALGARY, AB

Gender:
Male

19082131054

WRIT OF ENFORCEMENT**Debtor Name / Address**

Birth Date:
1992-Jul-18

Reg.#

Search ID #: Z14767314

PAYNE, BRANDON, R
225-480 CRYSTALLINA NERA DR NW
EDMONTON, AB T5Z 0R6

20030403397

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1988-Jun-17

Reg.#

PAYNE, BRANDON, S
404 MCCONACHIE WAY
EDMONTON, AB T5Y 0S6

21051305777

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1995-Mar-03

Reg.#

PAYNE, BRANDON, WILLIAM
403 217 LAKE STREET
RED DEER COUNTY, AB T4E1B9

21102217503

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1995-Mar-03

Reg.#

PAYNE, BRANDON, WILLIAM C
93 REYNOLDS ROAD
SYLVAN LAKE, AB T4S0L9

22030401226

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1972-Jun-25

Reg.#

PAYNE, BRENDA
710050 RANGE ROAD 70 RANG APT 30
COUNTY OF GRANDE P, AB T8W 5E1

19040131787

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1972-Dec-08

Reg.#

PAYNE, BRENDAN, B
PO BOX 45 4719 GRIZZLY
SWAN HILLS, AB T0G 2C0

20071516458

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1972-Dec-08

Reg.#

Search ID #: Z14767314

PAYNE, BRENDAN, BLAIR
PO BOX 45 4719 GRIZZLY
SWAN HILLS, AB T0G 2C0

20071516458

SECURITY AGREEMENT**Debtor Name / Address**
Birth Date:
1994-Jun-23
Reg.#

PAYNE, BRENDYN
21 - BROOKSIDE CRESCENT
SPRUCE GROVE, AB T7X 1B8

16020312972

SECURITY AGREEMENT**Debtor Name / Address**
Birth Date:
1986-Feb-07
Reg.#

PAYNE, BRENNAN, FREDERICK
24 WINDERMERE CLOSE
RED DEER, AB T4N 2J8

22022431174

SECURITY AGREEMENT**Debtor Name / Address**
Birth Date:
1964-Sep-19
Reg.#

PAYNE, BRIAN
16356 - 65 STREET
EDMONTON, AB T5Y 3E4

17100425456

SECURITY AGREEMENT**Debtor Name / Address**
Birth Date:
1968-Jan-02
Reg.#

PAYNE, BRIAN
46-525114 RANGE ROAD 223 STREET
SHERWOOD PARK, AB T8A 4R2

18110804475

SECURITY AGREEMENT**Debtor Name / Address**
Birth Date:
1968-Jan-02
Reg.#

PAYNE, BRIAN
146-52514 RANGE ROAD 223 ROAD
SHERWOOD PARK, AB T8A 4R2

20091101972

SECURITY AGREEMENT**Debtor Name / Address**
Birth Date:
1961-Sep-28
Reg.#

Search ID #: Z14767314

PAYNE, BRIAN, ALAN
5017 55 STREET
LLOYDMINSTER, AB T9V 0S6

19011010074

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1976-Feb-02

Reg.#

PAYNE, BRIAN, ALBERT
41 SKAGGS CROSSING
WHITECOURT, AB T7S1W4

21031619499

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1984-Dec-20

Reg.#

PAYNE, BRIAN, CHELSEY HAYWARD
4320 55 ST
DRAYTON VALLEY, AB T7A 1K4

20061818989

Gender:
Male

MAINTENANCE ORDER**Debtor Name / Address**

Birth Date:
1968-Jan-02

Reg.#

PAYNE, BRIAN, DOUGLAS
146-52514 RANGE ROAD 223 ROAD
SHERWOOD PARK, AB T8A 4R2

20091101972

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1960-Oct-21

Reg.#

PAYNE, BRUCE
1087 2 AVE NW UNIT 802
CALGARY, AB T2N5B2

20031733557

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1960-Oct-21

Reg.#

PAYNE, BRUCE
138 - WATERFRONT COURT SOUTH WEST
CALGARY, AB T2P 1L1

21061737513

SECURITY AGREEMENT**Debtor Name / Address**

Birth Date:
1985-Apr-10

Reg.#

Search ID #: Z14767314

PAYNE, BRYCE
61 COPPERPOND LANDING SE
CALGARY, AB T2Z 1G6

Gender:
Male

19081235104

WRIT OF ENFORCEMENT**Debtor Name / Address**

PAYNE, BRYCE, A
61 COPPERPOND LANDING SE
CALGARY, AB T2Z 1G6

Birth Date:
1985-Apr-10

Reg.#

Gender:
Male

18091133234

WRIT OF ENFORCEMENT**Debtor Name / Address**

PENA, BABY JUDITH, ANTONIO
10318 157ST NW
EDMONTON, AB T5P2V3

Birth Date:
1972-Jul-21

Reg.#

17012320935

SECURITY AGREEMENT**Debtor Name / Address**

PENNEI, BRAD, E
6 GRANDVIEW RI
ROCKY VIEW COUNTY, AB T3Z0A8

Birth Date:
1983-Dec-06

Reg.#

21073030634

SECURITY AGREEMENT**Debtor Name / Address**

PENNO, BRADLEY, L
RR 1
BARRHEAD, AB T7N 1N2

Birth Date:
1958-Dec-15

Reg.#

19100732439

SECURITY AGREEMENT**Debtor Name / Address**

PENNO, BRADLEY, LENNARD
RR 1
BARRHEAD, AB T7N 1N2

Birth Date:
1958-Dec-15

Reg.#

16012817683

SECURITY AGREEMENT**Debtor Name / Address**

PENNO, BRADLEY, LENNARD
RR 1
BARRHEAD, AB T7N 1N2

Reg.#

18120314323

Search ID #: Z14767314

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
PINNO, BRADLEY 34 WOODBRIDGE LINK FORT SASKATCHEWAN, AB T8L 0H1	1976-Jul-15	17082408920

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
PUNNI, BALJINDER, SINGH 8715 181 EDMONTON, AB T5T 0Y5	1976-Aug-10	20090102467

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
PUNO, BOBI-ANNE 142 - BRIDLERIDGE CIRCLE SOUTH WEST CALGARY, AB T2Y 4C8	1995-Dec-26	20112316953

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
PYNE, BRENDON 6 CAMBRIDGE RD W LETHBRIDGE, AB T1K 4V8	1977-Apr-19	20091813235

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
PYNE, BRITTANY, LEANNE 5227 44 AVEN APT 4 TABER, AB T1G 1B5	1995-Aug-25	20032516914

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
PYNE, BRITTANY, LEANNE 5811A 50 STREET TABER, AB T1G 1K6	1995-Aug-25	21030315030

SECURITY AGREEMENT

Search ID #: Z14767314

Result Complete

This is Exhibit "Q" referred to in the Affidavit of Michelle Madriga
sworn before me this 23rd day of March, 2022.



A Commissioner for Oaths in and for the Province of Alberta

Nathan A. Stewart
Barrister & Solicitor



Canada Revenue
Agency

Agence du revenu
du Canada

Page 1 of 2

Notice details

Date	FEB 24 2022
Contact name	Dennis Hollett (1201)
Telephone number	(709) 772-5048 Ext
Toll free number	1 800-264-8957 Ext
Account number	138110267RT0001

Bank of Montreal (RTP)
Attn: Specialized Demands-RBTPO
8th Floor, 250 Yonge Street
Toronto ON M5B 2L7

Requirement to pay

The following taxpayer(s) owe(s) **\$44,247.68** for the account 138110267RT0001.

608772 ALBERTA LTD (sometime carrying on
business as BIRCHWOOD AUTOBODY)
133 MACKENZIE ST.
FORT MCMURRAY AB T9H 4K9

This requirement to pay from the Minister of National Revenue requires you to send us any money you would otherwise pay to the taxpayer; but do not send more than \$44,247.68, at the rate of 100% of all payments. For requirements to pay, money includes amounts from any assets of the taxpayer that can be converted into cash.

You are required to pay under subsections 317(1), (2), and/or (6) of the Excise Tax Act, subsections 289(1), (2), and/or (4) of the Excise Act, 2001, subsections 75(1), (2), and/or (5) of the Air Travellers Security Charge Act, or subsections 89(1), (2), and/or (4) of the Softwood Lumber Products Export Charge Act, 2006, or subsections 153(1), (2) and/or (4) of the Greenhouse Gas Pollution Pricing Act.

Money you owe or are paying to the taxpayer

You may owe money to the taxpayer now or you may have to pay the taxpayer later. Either way, you must send this money instead of paying the taxpayer.

1. If you owe money to the taxpayer now, you must send us this amount right away.
2. If you owe money to the taxpayer within the next year, you must send this amount to us as soon as this money becomes due.
3. If you owe money to the taxpayer within or after one year, such as interest, rent, salary or wages, dividends, annuities, or any other periodic payments, you must send this money to us as soon as it becomes due.

Please make your payment payable to the Receiver General.

Your legal obligation

You are required to send this money to us even if you were planning to or have been directed to send money that would otherwise be payable to the taxpayer, to a creditor of the taxpayer, the taxpayer's representative, or to any other person.

Bank of Montreal (RTP)
Attn: Specialized Demands - RBTPD
8th Floor, 250 Yonge Street
Toronto ON M5B 2L7

Notice details

Date **FEB 24 2022**

Your liability

If you do not pay the money that is required according to the terms of this requirement, you will become liable for the payment of this money.

Keep records

Keep a copy of this requirement to pay for at least one year. Also keep a detailed record of all payments you send us for at least six years from the date of this requirement.

For more information regarding requirements to pay, go to canada.ca/cra-requirement-to-pay.



Team Leader, Revenue Collections

(THIRD PARTY)



Bank of Montreal (RTP)
Attn: Specialized Demands-RETPO
8th Floor, 250 Yonge Street
Toronto ON M5B 2L7

Détails concernant l'avis

Date	24 FEV. 2022	
Personne-ressource	Dennis Hollett (1201)	
Numéro de téléphone	(709) 772-5048	Poste
Numéro sans frais	1 800-264-8957	Poste
Numéro de compte	138110267RT0001	

Demande formelle de paiement

Le contribuable suivant doit **44 247,68 \$** pour le compte 138110267RT0001.

608772 ALBERTA LTD (sometime carrying on
business as BIRCHWOOD AUTOBODY)
133 MACKENZIE ST.
FORT MCMURRAY AB T9H 4K9

Cette demande formelle de paiement du ministre du Revenu national exige que vous nous remettiez les sommes que vous devez verser au contribuable. Toutefois, n'envoyez pas plus que 44 247,68 \$, au taux de 100 % de tous les paiements. Ces sommes comprennent les biens du contribuable qui peuvent être convertis en espèces.

Vous êtes tenu de payer conformément aux paragraphes 317(1), (2) et/ou (6) de la Loi sur la taxe d'accise, aux paragraphes 289(1), (2) et/ou (4) de la Loi de 2001 sur l'accise, aux paragraphes 75(1), (2) et/ou (5) de la Loi sur le droit pour la sécurité des passagers du transport aérien, ou aux paragraphes 89(1), (2) et/ou (4) de la Loi de 2006 sur les droits d'exportation de produits de bois d'oeuvre, ou aux paragraphes 153(1), (2), et/ou (4) de la Loi sur la tarification de la pollution causée par les gaz à effet de serre.

Les sommes que vous versez ou devrez verser au contribuable

Vous devez peut-être des sommes au contribuable maintenant ou vous devrez peut-être payer le contribuable plus tard. D'une façon ou d'une autre, vous devez envoyer ces sommes au lieu de payer le contribuable.

1. Si vous devez une somme au contribuable en ce moment, faites-nous la parvenir immédiatement.
2. Si vous devez verser une somme au contribuable au cours de la prochaine année, faites-nous la parvenir dès qu'elle sera payable.
3. Si vous devez verser une somme au contribuable au cours de la prochaine année ou après, comme des intérêts, un loyer, un salaire ou un traitement, un dividende, une rente ou tout autre paiement périodique, faites-nous la parvenir dès qu'elle sera payable.

Veillez faire vos paiements au nom du receveur général.

Votre obligation selon la loi

Vous êtes tenu de nous faire parvenir les sommes, même si vous avez prévu ou si on vous a demandé de les envoyer à un créancier, au représentant du contribuable ou à toute autre personne.

Votre responsabilité

À défaut de verser les sommes exigibles conformément aux modalités de cette demande, vous serez responsable de leur paiement.

Bank of Montreal (RTP)
Attn: Specialized Demands-RBTPO
8th Floor, 250 Yonge Street
Toronto ON M5B 2L7

Détails concernant l'avis

Date

24 FEV. 2022

Conservation des registres

Veillez conserver une copie de cette demande formelle de paiement pendant au moins un an. Tenez aussi un registre détaillé de chaque paiement que vous nous envoyez pendant au moins six ans suivant la date de cette demande.

Pour en savoir plus sur les demandes formelles de paiement, allez à canada.ca/arc-demande-formelle-de-paiement.



Chef d'équipe, Recouvrement des recettes

(TIERS)



Canada Revenue Agency

Agence du revenu du Canada

Protected B when completed

Response - requirement to pay

If no money is due or payable to the taxpayer

Please provide us with the details by returning this form to the address shown below or by calling the contact on the requirement to pay.

Account number 138110267RT0001	Return address NL TSO/NVCC PO BOX 12071 STN A St. John's NL A1B 3Z1 ATTN: Dennis Hollett (1201)
Taxpayer name 608772 ALBERTA LTD (sometime carrying on business as BIRCHWOOD AUTOBODY)	
Third party Bank of Montreal (RTP) Attn: Specialized Demands-RBTPO	Reference number 006454057

Reason no money is due or payable:

Name (print)	Telephone number	
	Date	Position

Note

Returning this form does not relieve you of your obligation to comply with the requirement to pay.

(Ce formulaire est disponible en français.)

Agence du revenu
du CanadaCanada Revenue
Agency

Protégé B une fois rempli

Réponse - demande formelle de paiement**Si aucune somme n'est à payer ou ne sera versée au contribuable**

Veuillez fournir les détails en retournant ce formulaire à l'adresse mentionnée ci-dessous ou en téléphonant la personne-ressource indiquée sur la demande formelle de paiement.

Numéro de compte 138110267RT0001	Adresse de retour BSF/CNVR T-N CP 12071 SUCC A
Nom du contribuable 608772 ALBERTA LTD (sometime carrying on business as BIRCHWOOD AUTOBODY)	St. John's NL A1B 3Z1 ATTN: Dennis Hollett (1201)
Tiers Bank of Montreal (RTP) Attn: Specialized Demands-RBTPO	Numéro de référence 006454057

Raison pour laquelle aucune somme n'est à payer ou ne sera versée :

Nom (en lettres moulées)	Numéro de téléphone	
	Date	Poste

Remarque

Le fait de retourner ce formulaire ne vous libère pas de votre obligation de vous conformer à cette demande formelle de paiement.

(This form is available in English.)

The payment of this remittance CANNOT be made at a financial institution and must be forwarded to a Canada Revenue Agency office.

Vous NE POUVEZ PAS effectuer votre versement à un établissement financier. Veuillez retourner votre versement à un bureau de l'Agence du revenu du Canada.

203000020000900138110267RT0001000000000004247682030007

Tax Debtor - Débiteur fiscal
608772 ALBERTA LTD (sometimes carrying on business as BIRCHWOOD AUTOBODY)

Toronto
ON M5B 2L7

8th Floor, 250 Yonge Street

Bank of Montreal (RTP)
Attn: Specialized Demands-RBTPO

Third Party Remittance Voucher
Pièce de versement pour le tiers
Remitting Third Party - Tiers payeur

Canada Revenue Agency
Agence du revenu du Canada

Amount paid - Montant du paiement			
Contact Dennis Hollett (1201)		Tel. - Tél. (709) 772-5048	
Reference number - Numéro de référence			
138110267RT0001			
Account number - Numéro de compte			
	9889	20	9

Canada Revenue Agency
Agence du revenu du Canada

RC103 (17)X

Bank of Montreal (RTP)
Attn: Specialized Demands-RBTPO
8th Floor, 250 Yonge Street
Toronto
ON M5B 2L7

608772 ALBERTA LTD (sometimes carrying on business as BIRCHWOOD AUTOBODY)
133 MACKENZIE ST.
PORT MCMURRAY
AB T9H 4K9

Atlantic Regional Collection/Compliance Centre		
Contact Dennis Hollett (1201)	Tel. - Tél. (709) 772-5048	Ext. - Poste

Account number - Numéro de compte 138110267RT0001	Date	Amount paid - Montant du paiement
Reference number - Numéro de référence	Date	Amount paid - Montant du paiement

Canada Revenue Agency
Agence du revenu du Canada

RC103 (17)X

Third Party Remittance Voucher
Pièce de versement pour le tiers
Remitting Third Party - Tiers payeur

Bank of Montreal (RTP)
Attn: Specialized Demands-RBTPO
8th Floor, 250 Yonge Street
Toronto
ON M5B 2L7

	9889	20	9
Account number - Numéro de compte 138110267RT0001			
Reference number - Numéro de référence			
Contact Dennis Hollett (1201)	Tel. - Tél. (709) 772-5048	Ext. - Poste	

Tax Debtor - Débiteur fiscal
608772 ALBERTA LTD (sometimes carrying on business as BIRCHWOOD AUTOBODY)

Amount paid - Montant du paiement

203000020000900138110267RT0001000000000004247682030007

The payment of this remittance CANNOT be made at a financial institution and must be forwarded to a Canada Revenue Agency office.

Vous NE POUVEZ PAS effectuer votre versement à un établissement financier. Veuillez retourner votre versement à un bureau de l'Agence du revenu du Canada.

Canada Revenue
Agency
PO BOX 3800 STN A
SUDBURY ON P3A 0C3

Agence du revenu
du Canada
CP 3800 SUCC A
SUDBURY ON P3A 0C3

DO NOT mail cash.
cheque.

DO NOT staple, paper clip, tape or fold voucher or your
We will charge a fee for any dishonoured payment.

NE PAS envoyer de l'argent comptant.
plier le formulaire ou le chèque.
NE PAS agraffer, utiliser de trombone ou de ruban adhésif,
Vous devrez payer des frais si votre paiement est refusé.

To make your payment directly to the CRA, return the bottom portion with your cheque or money order made payable to the Receiver General to the address shown below. To help us credit your payment, write the tax debtor's account number on the back of your cheque or money order.

Pour effectuer votre paiement directement à l'ARC, retournez la partie inférieure avec votre chèque ou mandat payable au Receveur général à l'adresse indiquée ci-dessous. Pour nous aider à créditer votre paiement, inscrivez le numéro de compte du débiteur fiscal à l'endos de votre chèque ou mandat.

We will charge a fee for any dishonoured payment.
DO NOT staple, paper clip, tape or fold voucher or your cheque.
DO NOT mail cash.

Vous devrez payer des frais si votre paiement est refusé.
NE PAS agraffer, utiliser de trombone ou de ruban adhésif, plier le formulaire ou le chèque.
NE PAS envoyer de l'argent comptant.

Canada Revenue
Agency
PO BOX 3800 STN A
SUDBURY ON P3A 0C3

Agence du revenu
du Canada
CP 3800 SUCC A
SUDBURY ON P3A 0C3

This is Exhibit "R" referred to in the Affidavit of Michelle Madriga
sworn before me this 23rd day of March, 2022.



A Commissioner for Oaths in and for the Province of Alberta

Nathan A. Stewart
Barrister & Solicitor

Doran, Katie

From: Madrigga, Michelle <Michelle.Madrigga@bmo.com>
Sent: Friday, March 04, 2022 12:48 PM
To: Brett Payne
Subject: RE: 608772 Alberta Ltd. - Urgent items to be addressed

Hi Brett,

The current balance in the operating line is \$164,191.69 owing. Note that given the missed loan payment and the fact that you have not been making your ongoing payments to CRA in respect of GST and source deductions, you are in default with your lending agreement and the Bank is not obligated to continue to supply you with credit.

Given these defaults, the Bank is issuing demands today and you will be receiving these shortly from our legal counsel. If you are able to inject cash to address the GST arrears and present a formal repayment plan (agreed to by CRA) to the Bank with respect to the source deduction arrears, the Bank may consider extending a forbearance agreement to you. It is imperative that you speak with CRA regarding your GST and source deduction arrears and provide the Bank with details of a payment plan before you inject any cash into your account.

Please confirm that you are or will be speaking to CRA.

Yours sincerely,

Michelle Madrigga, CPA, CGA, CIRP
Senior Account Manager, ERPM Western Canada

BMO Financial Group
525 – 8th Ave SW, 9th Floor
Calgary, AB T2P 1G1

michelle.madrigga@bmo.com

T 403-503-6206

F 403-503-7020

Note change in address – please update your records accordingly

From: Brett Payne <brettpayne86@gmail.com>
Sent: March 4, 2022 12:07 PM
To: Madrigga, Michelle <Michelle.Madrigga@bmo.com>
Subject: Re: 608772 Alberta Ltd. - Urgent items to be addressed

I need to find out how much is in the account so I can come up with the remanded amount...

Sent from my iPhone

On Mar 4, 2022, at 10:49 AM, Madrigga, Michelle <Michelle.Madrigga@bmo.com> wrote:

Hi Brett,

Please reply to indicate if you have spoken with CRA and arrangement a payment plan.

Yours sincerely,

Michelle Madrigga, CPA, CGA, CIRP
Senior Account Manager, ERPM Western Canada

BMO Financial Group

525 – 8th Ave SW, 9th Floor
Calgary, AB T2P 1G1

michelle.madrigga@bmo.com

T 403-503-6206

F 403-503-7020

Note change in address – please update your records accordingly

From: Madrigga, Michelle
Sent: March 2, 2022 10:39 AM
To: 'Brett Payne' <brettpayne86@gmail.com>
Subject: RE: 608772 Alberta Ltd. - Urgent items to be addressed
Importance: High

Brett,

The account has been frozen as the Bank has received a garnishment from CRA in respect of the GST outstanding of \$44,247.68. The Bank is unable to unfreeze this account until either: (1) you have sufficient deposits in your account that the Bank can remit the full garnishment amount to CRA; or, (2) it receives notice directly from CRA to remove the garnishment.

You need to contact CRA immediately (Dennis Hollett, 709-772-5048 or 1-800-264-8957 is the contact provided on the garnishment) to discuss your situation and see if you can come to a payment arrangement directly with CRA, which would allow them to release the garnishment.

Yours sincerely,

Michelle Madrigga, CPA, CGA, CIRP
Senior Account Manager, ERPM Western Canada

BMO Financial Group

525 – 8th Ave SW, 9th Floor
Calgary, AB T2P 1G1

michelle.madrigga@bmo.com

T 403-503-6206

F 403-503-7020

Note change in address – please update your records accordingly

From: Madrigga, Michelle
Sent: March 1, 2022 4:40 PM
To: Brett Payne <brettpayne86@gmail.com>
Subject: RE: 608772 Alberta Ltd. - Urgent items to be addressed

Hi Brett,

Jing has confirmed that your OLBB is now functioning and all accounts are present. However, your main bank account does appear to be frozen and I am trying to figure out who put this on the account as it was not me. Once I have an answer, I will get right back to you.

Yours sincerely,

Michelle Madrigga, CPA, CGA, CIRP
Senior Account Manager, ERPM Western Canada

BMO Financial Group

525 – 8th Ave SW, 9th Floor
Calgary, AB T2P 1G1

michelle.madrigga@bmo.com
T 403-503-6206
F 403-503-7020

Note change in address – please update your records accordingly

From: Brett Payne <brettpayne86@gmail.com>
Sent: March 1, 2022 3:32 PM
To: Madrigga, Michelle <Michelle.Madrigga@bmo.com>
Subject: Re: 608772 Alberta Ltd. - Urgent items to be addressed

Okay that's weird I just went to the BMO cause I couldn't figure it out and they are now telling me to contact you ... I've been getting the run around all day ... Jong couldn't fully help me now I h as to setup and call the help Center ... I phoned and I don't no my phone password for online banking so I showed up there and they say my account is frozen

Sent from my iPhone

On Mar 1, 2022, at 3:08 PM, Madrigga, Michelle <Michelle.Madrigga@bmo.com> wrote:

Okay, but you can access your account online?

Michelle Madrigga, CPA, CGA, CIRP
Senior Account Manager, ERPM Western Canada

BMO Financial Group

525 – 8th Ave SW, 9th Floor
Calgary, AB T2P 1G1

michelle.madrigga@bmo.com
T 403-503-6206
F 403-503-7020

Note change in address – please update your records accordingly

From: Brett Payne <brettpayne86@gmail.com>
Sent: March 1, 2022 3:07 PM
To: Madrigga, Michelle <Michelle.Madrigga@bmo.com>
Subject: Re: 608772 Alberta Ltd. - Urgent items to be addressed

It's a direct deposit so probably won't show till tomorrow

Sent from my iPhone

On Mar 1, 2022, at 2:42 PM, Madrigga, Michelle
<Michelle.Madrigga@bmo.com> wrote:

Hi Brett,

Sorry, I'm not familiar with the online banking platform and am not able to assist in adding accounts or helping if an account is not showing up when you login so I have copied Jing on this email.

In terms of cash available, the system is showing that you have about \$8,300 available right now. There has not been a recent \$12,000 deposit.

Yours sincerely,

Michelle Madrigga, CPA, CGA, CIRP
Senior Account Manager, ERPM Western Canada

BMO Financial Group

525 – 8th Ave SW, 9th Floor
Calgary, AB T2P 1G1

michelle.madrigga@bmo.com
T 403-503-6206
F 403-503-7020

Note change in address – please update your records accordingly

From: Brett Payne <brettpayne86@gmail.com>
Sent: March 1, 2022 2:30 PM

To: Madrigga, Michelle <Michelle.Madrigga@bmo.com>
Subject: Re: 608772 Alberta Ltd. - Urgent items to be addressed

Hey now that I e almost got everything setup it says my account is unavailable

Maybe you can help me figure this out ... we have like 12000 I just seen from cooperators spose to go in but I had money for payroll like 8000 cause I'm am no longer taking a wage to try and catch up

Sent from my iPhone

On Mar 1, 2022, at 1:47 PM, Madrigga, Michelle <Michelle.Madrigga@bmo.com> wrote:

She is located in Vancouver so I think she may be advising you of the call in Pacific time. She has confirmed with me just now that her call today is at 1 pm Pacific/2 pm Alberta time.

Michelle Madrigga, CPA, CGA, CIRP
Senior Account Manager, ERPM Western Canada

BMO Financial Group

525 – 8th Ave SW, 9th Floor
Calgary, AB T2P 1G1

michelle.madrigga@bmo.com

T 403-503-6206

F 403-503-7020

Note change in address – please update your records accordingly

From: Brett Payne <brettpayne86@gmail.com>
Sent: March 1, 2022 1:45 PM
To: Madrigga, Michelle <Michelle.Madrigga@bmo.com>
Subject: Re: 608772 Alberta Ltd. - Urgent items to be addressed

She also said she would call yesterday at 3 and never called till 4 is there a time change where she is ?? Like should I cancel estimate for 2 or 3

Sent from my iPhone

On Mar 1, 2022, at 1:38 PM, Madrigga,
Michelle
<Michelle.Madrigga@bmo.com>
wrote:

Brett,

I understand that Jing tried to call you twice yesterday but you were busy. She has advised that she has a call scheduled with you for today at 2 pm. I trust you will be available given the urgency.

Yours sincerely,

Michelle Madrigga, CPA, CGA, CIRP
Senior Account Manager, ERPM Western Canada

BMO Financial Group

525 – 8th Ave SW, 9th Floor
Calgary, AB T2P 1G1

michelle.madrigga@bmo.com
T 403-503-6206
F 403-503-7020

***Note change in address – please update
your records accordingly***

From: Brett Payne
<brettpayne86@gmail.com>
Sent: March 1, 2022 1:09 PM
To: Madrigga, Michelle
<Michelle.Madrigga@bmo.com>
Subject: Re: 608772 Alberta Ltd. -
Urgent items to be addressed

External Email: Use caution with links and attachments. | **Courriel externe :** Faites preuve de prudence en ce qui a trait aux liens et aux pièces jointes.

I also reached out to you guys last week about my direct deposit stuff and they never called back till 4 last night when I was with a customer doing an estimate and wouldn't stay on hold .. said they would have to call back today at 4 which is too late to do anything... so

I've lost another guy because of this situation and it's hard enough to find anyone to work at this time as it is

Sent from my iPhone

On Mar 1, 2022, at 10:34 AM, Madrigga, Michelle
<Michelle.Madrigga@bmo.com> wrote:

Hi Brett,

The February loan payment due yesterday is outstanding as there are insufficient funds in the account to cover the payment. This needs to be rectified immediately. Please provide me with a date for when a deposit will be made to cover the loan payment.

In addition, we need to know who is taking over from Ying. Please provide an update as to where you are at with finding a replacement.

Finally, we need to see a payment plan that CRA has agreed to with respect to the outstanding payroll deductions and GST amounts.

Please get back to me as soon as possible with responses to the above matters.

Yours sincerely,

Michelle Madrigga, CPA, CGA, CIRP
Senior Account Manager, ERPM Western Canada

BMO Financial Group

525 – 8th Ave SW, 9th Floor
Calgary, AB T2P 1G1

michelle.madrigga@bmo.com

T 403-503-6206

F 403-503-7020

***Note change in address
– please update your
records accordingly***

This is Exhibit "S" referred to in the Affidavit of Michelle Madrigga
sworn before me this 23rd day of March, 2022.



A Commissioner for Oaths in and for the Province of Alberta

Nathan A. Stewart
Barrister & Solicitor

McCarthy Tétrault LLP
Suite 4000
421-7th Avenue S.W.
Calgary AB T2P 4K9
Canada
Tel: 403-260-3500
Fax: 403-260-3501

**mccarthy
tétrault**

Walker W. MacLeod
Partner
Direct Line: (403) 260-3710
Direct Fax: (403) 260-3501
Email: wmacleod@mccarthy.ca

Assistant: Katie Doran
Direct Line: (403) 260-3560
Email: kdoran@mccarthy.ca

March 4, 2022

Via Registered Mail and Courier

608772 Alberta Ltd.
133 Mackenzie Street
Fort McMurray, AB T9H 4K9

Attention: Darrell, Vera, & Brett Payne

Dear Sirs/Madam:

Re: Secured Credit Facilities granted by Bank of Montreal (the "Lender") to 608772 Alberta Ltd. (the "Borrower")

Reference is made to the secured credit facilities (collectively, the "**Credit Facilities**") the Lender has granted to the Borrower pursuant to the Letter of Agreement, dated October 30, 2018 (as subsequently amended, restated or otherwise modified from time to time, the "**Loan Agreement**"), between the Lender, as lender, the Borrower, as borrower, and Vera Payne, Darrell Payne, and Brett Payne (collectively, the "**Personal Guarantors**"), and 1943969 Alberta Ltd. (the "**Corporate Guarantor**", the Corporate Guarantor and the Personal Guarantors are collectively referred to as, the "**Guarantors**"), as corporate guarantor.

Furthermore, reference is also made to the following security agreements:

1. Security Agreement, dated June 1, 2012, granted by the Borrower, to and in favour of the Lender;
2. Security Agreement, dated February 1, 2016, granted by the Borrower, to and in favour of the Lender; and,
3. Mortgage of Land, *Land Titles Act* (Alberta), dated February 19, 2016, in the principal amount of \$2,775,000, granted by the Borrower to and in favour of the Lender,

(collectively, the "**Borrower Security**").

As of March 3, 2022, the Borrower is indebted to the Lender, pursuant to the Loan Agreement, in the following amounts:

Facility #1 - Operating Demand Loan Facility	
Outstanding Principal	\$164,191.69
Outstanding Interest	\$52.54
Total Facility #1 Indebtedness	\$164,244.23
Facility #2 – Non-Revolving Demand Loan Facility	
Outstanding Principal	\$2,324,065.54
Outstanding Interest	\$662.20
Total Facility #2 Indebtedness	\$2,324,727.74
Canadian Emergency Business Account Loan	\$40,000.00
Total Indebtedness	<u>\$2,528,971.97</u>

(collectively, the "Indebtedness").

The Indebtedness continues to accrue interest at an approximate cumulative *per diem* rate of \$371.53.

In accordance with the demand nature of the Credit Facilities, we hereby demand repayment of the Indebtedness plus any and all interest, standby fees, costs, and expenses, which continue to accrue in accordance with the terms and conditions of the Loan Agreement and the Borrower Security. Please contact us on the date repayment is to be made and we shall provide the then outstanding balance inclusive of professional fees and costs.

If full payment, as set forth above, is not made within ten (10) days from the date hereof, the Lender will take whatever steps it deems necessary or appropriate to secure payment of all amounts outstanding. To this end, we enclose for service upon the Borrower, a Notice of Intention to Enforce Security in accordance with Section 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

Additionally, reference is also made to the following:

1. \$50,000 Continuing Guarantee, dated June 1, 2012, granted by Darrell Payne and Vera Payne to and in favour of the Lender;
2. \$1,500,000 Continuing Guarantee, dated April 2, 2013, granted by Darrell Payne and Vera Payne to and in favour of the Lender;
3. \$2,000,000 Continuing Guarantee, dated February 19, 2016, granted by Darrell and Vera Payne to and in favour of the Lender;
4. \$1,000,000 Continuing Guarantee, dated February 19, 2016, granted by Brett Payne to and in favour of the Lender; and,
1. \$2,858,890 Continuing Guarantee, dated February 19, 2016, granted by the Corporate Guarantor to and in favour of the Lender,

(collectively, the "Guarantees").

By way of delivery of this letter to the Guarantors, the Lender hereby demands that the Guarantors perform their obligations, as set out under the Guarantees.

As it pertains to the Corporate Guarantor, reference is also made to the Security Agreement, dated February 19, 2016 (the "**Corporate Guarantor Security**"), granted by the Corporate Guarantor to and in favour of the Lender. Also enclosed herein, for service upon the Corporate Guarantor, is the Lender's Notice of Intention to Enforce Security in accordance with Section 244(1) of the *Bankruptcy and Insolvency Act* (Canada).

The Lender requests that the Borrower and the Corporate Guarantor consider providing their consent to the enforcement of the Lender's security prior to the expiration of the statutorily mandated ten (10) day period. Should the Borrower or the Corporate Guarantor determine it advisable to provide such consent, we kindly request that the Borrower or the Corporate Guarantor, as applicable, endorse and return the consent attached to the respective Notice of Intention to Enforce Security, as enclosed herein.

The Lender expressly reserves any and all of its rights and remedies as against the Borrower and the Guarantors, including, but not limited to, those in connection with any further amounts that may become due and owing to the Lender and the Lender's right to make an immediate application to the Court of Queen's Bench for the appointment of an interim receiver or for the appointment of a receiver and manager, prior to the expiration of the prescribed 10 day notice period, if the Lender determines that the collateral subject to the Loan Agreement, the Borrower Security, the Corporate Guarantor Security, or the Guarantees, is in jeopardy. This notice is without prejudice to any and all rights, powers, privileges, and remedies of the Lender under the Loan Agreement, the Borrower Security, the Corporate Guarantor Security, the Guarantees, or any applicable laws, including with respect to any defaults committed by the Borrower or the Guarantors, or any additional defaults that are or may be committed by the Borrower or the Guarantors under any of the Loan Agreement, the Borrower Security, the Corporate Guarantor Security, or the Guarantees, all of which rights, powers, privileges, and remedies are expressly reserved, and nothing herein shall act as a waiver thereof.

Yours truly,

McCarthy Tétrault LLP



Walker W. MacLeod

WWM/kd
Enclosure

cc: 1943969 Alberta Ltd.
133 Mackenzie Street
Fort McMurray, AB T9H 4K9

Vera Payne
464 Main Street
Summerside-Irishtown, NL A2H 4A1

Darrell Payne
464 Main Street
Summerside-Irishtown, NL A2H 4A1

004138/543294
MT MTDOS 44148915v2

Brett Payne
141 Cheecham Court
Anzac, AB T0P 1J0
AND
133 Mackenzie Street
Fort McMurray, AB T9H 4K9

FORM 86
Notice of Intention to Enforce Security
(Rule 124)


TO: 608772 Alberta Ltd. (the "Debtor"), an insolvent corporation

TAKE NOTICE THAT:

1. Bank of Montreal ("BMO"), a secured creditor, intends to enforce its security on the Debtor's property, being all of the Debtor's present and after acquired real and personal property, assets, and undertakings.
2. The security that is to be enforced is in the form of, *inter alia*:
 - (a) Security Agreement, dated June 1, 2012, granted by the Debtor, to and in favour of BMO;
 - (b) Security Agreement, dated February 1, 2016, granted by the Debtor, to and in favour of BMO; and,
 - (c) Mortgage of Land, *Land Titles Act* (Alberta), dated February 19, 2016, in the principal amount of \$2,775,000, granted by the Debtor to and in favour of BMO,(collectively, the "Security").
3. The total amount of indebtedness secured by the Security, as of March 3, 2022, is \$2,528,971.97 plus accruing interest, costs, expenses, and fees, including, without limitation, solicitor and own client costs on a full indemnity basis.
4. The secured creditors, the Lenders, 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 Calgary, Alberta, this 4th day of March, 2022.

**BANK OF MONTREAL, by its duly
authorized solicitors and agents McCarthy
Tétrault LLP**

Per: 
Walker MacLeod

CONSENT TO EARLY ENFORCEMENT

The undersigned, 608772 Alberta Ltd., being the Debtor referenced in the Notice of Intention to Enforce Security to which this consent is annexed, does hereby consent, in accordance with Section 244(2) of the *Bankruptcy and Insolvency Act* (Canada), to the early enforcement by the Bank of Montreal, the secured creditor, of all securities held notwithstanding the fact that the requisite 10-day period, as prescribed by Section 244(2) of the *Bankruptcy and Insolvency Act* (Canada), has not yet elapsed. The Debtor furthermore waives any and all cure periods to which it may be entitled to.

DATED at _____, Alberta, this ____ day of _____, 2022.

608772 ALBERTA LTD.

Per: _____
Name:
Title:

Per: _____
Name:
Title:

FORM 86
Notice of Intention to Enforce Security
(Rule 124)

TO: 1943969 Alberta Ltd. (the "Debtor"), an insolvent corporation

TAKE NOTICE THAT:

1. Bank of Montreal ("**BMO**"), a secured creditor, intends to enforce its security on the Debtor's property, being all of the Debtor's present and after acquired real and personal property, assets, and undertakings.
2. The security that is to be enforced is in the form of, *inter alia*, a security agreement, dated February 19, 2016 (the "**Security**"), granted by the Debtor to and in favour of BMO.
3. The total amount of indebtedness secured by the Security, as of March 3, 2022, is \$2,528,971.97 plus accruing interest, costs, expenses, and fees, including, without limitation, solicitor and own client costs on a full indemnity basis.
4. The secured creditors, the Lenders, 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 Calgary, Alberta, this 4th day of March, 2022.

**BANK OF MONTREAL, by its duly
authorized solicitors and agents McCarthy
Tétrault LLP**

Per:



Walker MacLeod

CONSENT TO EARLY ENFORCEMENT

The undersigned, 1943969 Alberta Ltd., being the Debtor referenced in the Notice of Intention to Enforce Security to which this consent is annexed, does hereby consent, in accordance with Section 244(2) of the *Bankruptcy and Insolvency Act* (Canada), to the early enforcement by the Bank of Montreal, the secured creditor, of all security held notwithstanding the fact that the requisite 10-day period, as prescribed by Section 244(2) of the *Bankruptcy and Insolvency Act* (Canada), has not yet elapsed. The Debtor furthermore waives any and all cure periods to which it may be entitled to.

DATED at _____, Alberta, this ____ day of _____, 2022.

1943969 ALBERTA LTD.

Per: _____
Name:
Title:

Per: _____
Name:
Title:

This is Exhibit "T" referred to in the Affidavit of Michelle Madrigga
sworn before me this 23rd day of March, 2022.



A Commissioner for Oaths in and for the Province of Alberta

Nathan A. Stewart
Barrister & Solicitor

Doran, Katie

From: Madrigga, Michelle <Michelle.Madrigga@bmo.com>
Sent: Tuesday, March 08, 2022 9:11 AM
To: 'Brettpayne86@gmail.com'; Brett Payne - 608772 Alberta Ltd.
(birchwoodautobody@shawcable.com)
Subject: [EXT] 608772 Alberta Ltd. - GST Arrears and Loan Payment
Importance: High

Dear Brett,

We note that there are now sufficient funds in the account to permit the full payment of the CRA GST requirement to payment in the amount of \$44,247.68 and the outstanding BMO February loan payment amount of \$18,270.95. As we have not heard from you, I am assuming that you have made arrangements to pay CRA for the GST arrears and, as such, we will process the payment to CRA as well as the BMO loan payment today.

Please note that the demands we have issued are still in effect and if you are looking for the Bank to consider extending a forbearance agreement to you, it is imperative that you present a formal repayment plan (agreed to by CRA) to the Bank with respect to the source deduction arrears by next Wednesday March 16, 2022.

Yours sincerely,

Michelle Madrigga, CPA, CGA, CIRP
Senior Account Manager, ERPM Western Canada

BMO Financial Group
525 – 8th Ave SW, 9th Floor
Calgary, AB T2P 1G1

michelle.madrigga@bmo.com
T 403-503-6206
F 403-503-7020

Note change in address – please update your records accordingly

External Email: Exercise caution before clicking links or opening attachments | **Courriel externe:** Soyez prudent avant de cliquer sur des liens ou d'ouvrir des pièces jointes

This is Exhibit "U" referred to in the Affidavit of Michelle Madriga
sworn before me this 23rd day of March, 2022.



A Commissioner for Oaths in and for the Province of Alberta

Nathan A. Stewart
Barrister & Solicitor

Doran, Katie

From: Brett Payne <brettpayne86@gmail.com>
Sent: Friday, March 18, 2022 9:39 AM
To: Madrigga, Michelle
Subject: Re: 608772 Alberta Ltd.

External Email: Use caution with links and attachments. | **Courriel externe :** Faites preuve de prudence en ce qui a trait aux liens et aux pièces jointes.

I talked to cra and he said there is nothing he can give me until they look at my payroll part... he said to just keep current and I said I would try and pay a thousand every payroll to back pay the payroll deductions ... and I also have like 200000 worth of stuff sitting around that I'm trying to sell ... but my ex is making it difficult because she seems to think she owns half of everything... if that's the case she can pay half the bills to cra and to you guys

Anyways I have no secretary or book keeper at the moment and I have been answering phones and working the front all week ... also my lawyer just cancel on me because I couldn't pay them before Christmas so now I have court with my ex on Tuesday and have no lawyer so she will probably get half ...

Sent from my iPhone

On Mar 18, 2022, at 9:19 AM, Madrigga, Michelle <Michelle.Madrigga@bmo.com> wrote:

Hi Brett,

I am not sure if you have had a chance to speak with a lawyer yet but please be aware that there is a legal process that has started once the demands were issued. Unless the Bank receives the following items from you, by email, no later than next Wednesday March 23, we will be proceeding with the next steps in our enforcement. The items we need to see from you are:

- (1) A formal, written payment agreement with CRA regarding the source deduction arrears;
- (2) A plan for how you intend to address the full repayment of the Bank's debt (i.e. sale of building, etc.).

Note that if you intend to list the land and building for sale, a new appraisal will be required but we appreciate that this may take more than a few days to obtain. Once you have provided us with the above two items, we can discuss the timing for the appraisal to be obtained.

Yours sincerely,

Michelle Madrigga, CPA, CGA, CIRP
Senior Account Manager, ERPM Western Canada

BMO Financial Group

525 – 8th Ave SW, 9th Floor
Calgary, AB T2P 1G1

michelle.madrigga@bmo.com
T 403-503-6206

F 403-503-7020

Note change in address – please update your records accordingly

This is Exhibit "V" referred to in the Affidavit of Michelle Madriga
sworn before me this 23rd day of March, 2022.



A Commissioner for Oaths in and for the Province of Alberta

Nathan A. Stewart
Barrister & Solicitor

COURT FILE NUMBER

COURT

JUDICIAL CENTRE

PLAINTIFF

DEFENDANTS

DOCUMENT

ADDRESS FOR SERVICE
AND CONTACT
INFORMATION OF PARTY
FILING THIS DOCUMENT

COURT OF QUEEN'S BENCH OF ALBERTA

EDMONTON

BANK OF MONTREAL

608772 ALBERTA LTD. o/a BIRCHWOOD AUTO BODY,
DARRELL PAYNE, VERA PAYNE, BRETT PAYNE and 1943969
ALBERTA LTD.

CONSENT TO ACT AS RECEIVER

McCARTHY TÉTRAULT LLP
Suite 4000, 421 7th Avenue SW
Calgary AB T2P 4K9
Attention: Walker MacLeod / Nathan Stewart / Erinn Wilson
(Student-at-Law)
Phone: 403 260 3710 / 3534 / 3682
Fax: 403 260 3501
Email: wmacleod@mccarthy.ca / nstewart@mccarthy.ca /
erinnwilson@mccarthy.ca

Clerk's Stamp


CONSENT TO ACT AS RECEIVER

TAKE NOTICE THAT The Bowra Group Inc., hereby consents to act as receiver and manager of all of the current and future assets, undertakings, and properties, of every nature and kind whatsoever and wherever situate, and all proceeds thereof, of 608772 Alberta Ltd. o/a Birchwood Auto Body and 1943969 Alberta Ltd., if so appointed by this Honourable Court.

DATED at Edmonton, Alberta this 22nd day of March, 2022.

THE BOWRA GROUP INC.

Per: _____


Name: Kristin Gray, LIT
Title: Senior Vice President