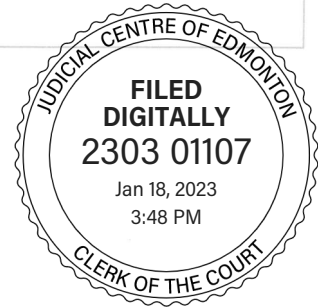


COURT FILE NUMBER 2303 00601
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON
PLAINTIFF ENDALE GUTAMA in his capacity as Litigation Representative of MELESSE DAHESSA GUTAMA (deceased)
DEFENDANTS VITAL PROPERTY SERVICES INC., TIDY HOLDINGS CORPORATION, HUSSEIN CHOUFI also known as HUSS CHOUFI, and BASIMA CHOUFI
DOCUMENT **AFFIDAVIT**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT Sharek Logan & van Leenen LLP, Barristers and Solicitors
2100 Scotia Place, 10060 Jasper Avenue, Edmonton, AB T5J 3R8
Phone: 780.413.3100 Lawyer: David Archibold & Genuino Di Pinto
File 16524/GDP

Clerk's Stamp



AFFIDAVIT OF ENDALE GUTAMA
Sworn on January 16, 2023

I, Endale Gutama, of Edmonton, Alberta, MAKE OATH AND SAY THAT:

1. I am a the self-appointed litigation representative of MELESSE DAHESSA GUTAMA ("Melesse"), deceased, and as such have a personal knowledge of the matters herein deposed to, except where stated to be based upon information and belief.
2. Melesse was my brother. He died on January 15, 2022 in Addis Ababa, Ethiopia and I have been named as a joint executor of his estate under his last will and testament dated January 16, 2019. Attached hereto and marked as **Exhibit "A"** is a redacted copy of the said last will and testament.
3. Melesse had traveled to Ethiopia in November of 2020 to visit family with a planned return in April 2021; however at the time he was too ill to travel back to Canada and, ultimately, he did not return. Attached hereto and marked as **Exhibit "B"** is a true copy of the Ethiopian death certificate.
4. I am advised by Dr. Game, Melesse's physician and longtime friend, that for a period of at least a year prior to his death, Melesse was not in any state of mind to be able to manage his affairs.
5. Melesse had interests in a number of private business including Vital Property Services Inc. ("**VPS**") and Tidy Holdings Corporation ("**THC**"), which are the subject of this Action. Hussein Choufi also known as Huss Choufi ("**Huss**") is the other shareholder and director of VPS and THC.

Vital Property Services Inc.

6. VPS operates as a commercial and specialized cleaning and building maintenance service providing commercial landscape maintenance and installation; office, retail and food court cleaning services; day porter services; warehouse cleaning; construction clean up; parking lot services including asphalt and concrete repair, snow removal, litter services, and line painting; window cleaning; hardwood restoration; pressure washing; roofing; carpet cleaning; painting and yard work for commercial entities.
7. VPS was incorporated in Alberta by Melesse on May 20, 2015 with the initial directors and being Melesse and Huss Choufi, who I understand to be Huss. The corporation did not register shareholders at the time of incorporation. Attached hereto and marked as **Exhibit "C"** is a true copy of a printout of the Articles of Incorporation of VPS which indicate that VPS was authorized to issue an unlimited number of Class "A" Voting Shares and an unlimited number of Class "B" Voting Shares, and that no other shares were authorized to be issued. Attached hereto and marked as **Exhibit "D"** is a true copy of a printout of the share structure schedule for the Articles of Incorporation of VPS.
8. Though my counsel, in my capacity as a joint Executor of the estate of Melesse, I have made request of VPS to provide me a number of documents, including share ledgers and lists of shareholdings of VPS. Attached hereto and marked as **Exhibit "E"** is a true copy of a letter from my counsel to Cooper Regel LLP as to the request. As of the date of this my affidavit, I am advised by counsel that they have received no response to my request of corporate information.
9. I am further advised by counsel and do verily believe it to be true that they have reviewed the records of the Registrar of Corporations that these indicate that no shareholders were registered at the time of Incorporation of VPS; however, on or about April 25, 2017 Huss registered the shareholders of VPS listing Melesse and Huss each as owing 50 percent of the voting shares of the Corporation. Attached hereto and marked as **Exhibit "F"** is a true copy of a printout of the Review Legal Entity History: Service Request Summary of VPS and attached hereto and marked as **Exhibit "G"** is a true copy of the Service Request Information as to Huss entering the annual returns of VPS on April 25, 2017. Further, attached hereto and marked collectively as **Exhibit "H"** is a Review Legal Entity History for VPS and Director/Shareholder/Liquidator information as at April 25, 2017 evidencing that Melesse held 50 percent of the voting shares of VPS as at that date.

[3]

10. Attached collectively as **Exhibit "I"** are copies of each of the Review Legal Entity History reports of the registrar of corporations as to the status of VPS through to May 10, 2021 wherein the annual returns were entered listing Melesse as holding 50% of the voting shares of VPS.
11. Further, on December 13, 2021, I am advised by counsel that a Peter Cave filed a Change of Director/Shareholder with the Registrar of Corporations wherein the records of the Registrar of Corporations were amended to show that Huss was made the sole voting shareholder of VPS.
12. I have no knowledge of whom Peter Cave is or what his relation to VPS may be.
13. In reviewing Melesse's records, I have become aware that VPS maintained a Unanimous Shareholders' Agreement (the "VPS USA") which contained provisions with respect to the death of a shareholder. A true copy of the VPS USA, dated July 29, 2015 is attached as **Exhibit "J"**. The VPS USA indicates to me that:
 - a) Melesse and Huss each held 50 Class "A" Shares of VPS;
 - b) Each of Melesse and Huss had the ability to nominate a director to the board of VPS;
 - c) In the event of disability of a shareholder as well as in the event of the death of a shareholder, there was a mechanism to have the shares of that shareholder valued and purchased.
14. To my knowledge, no such valuation and/or purchase of the shares of VPS by Huss or VPS has occurred on the disability of Melesse or on his death as required by the USA. I am also unaware of whether the VPS USA remains in force or was terminated; however I was provided with a copy of a letter from Cooper Regel LLP, lawyers for VPS, dated May 25, 2022, directed to Ms. Seada Hasan, Melesse's spouse, which indicates that:
 - A) Melesse was a shareholder and director of the VPS as at his death; and
 - B) There is a Unanimous Shareholders' Agreement in force and effect in respect to VPS. I can only assume this to be the VPS USA.
15. Attached hereto and marked as **Exhibit "K"** is a true copy of the said letter from Cooper Regel LLP to Seada Hasen. I do note that the shares held by Melesse were purported to be transferred after the date of this letter, indicating Melesse was still a shareholder of VPS.
16. As indicated in the letter to Seada Hasen, VPS is a beneficiary of a life insurance policies on Melesse in the amount of \$400,000.00 I am in the process of taking steps to make a claim on this policy; however, I am concerned that with the change of shareholders being registered by Huss that these funds may be usurped by Huss and not accrue to the benefit of VPS (and Melesse's estate's shares

[4]

and interests in VPS). I have, through my counsel, made enquiry as to how to claim these funds, and been advised by Ivvari, the insurer, that they are already in the process of dealing with the beneficiary, which could be to the Melesse's estates detriment. Attached hereto and marked as **Exhibit "L"** is a true copy of a printout of an email chain between counsel and Ivvari insurance's adjustor as to the foregoing.

17. Further, I am concerned that the estate of Melesse will suffer irreparable harm should VPS continue to operate under Huss' direction as I believe that the insurance funds may be dissipated.
18. Furthermore, given the events that have unfolded, I have no confidence in the management of VPS and, since it is a term of the VPS USA that Melesse's representative may be a Director of the corporation, I do verily believe that it will be impossible to manage VPS with a representative of Melesse's estate and Huss as directors of VPS given (a) the non-compliances with respect to the VPS USA; (b) the possibility of deadlock in management of VPS and (c) the complete lack of trust between the representatives of Melesse's estate and Huss. Furthermore, VPS has not provided any response to requests for corporate records that Melesse would be entitled to by virtue of his shareholdings in VPS under the *Business Corporations Act*.

Tidy Holdings Corporation

19. THC is a holding corporation which was incorporated on or about August 2, 1984 as Panrim Resources Ltd. and on November 22, 1985 changed its name to Tidy Building Maintenance Ltd. On November 9, 2015, THC changed its names from Tidy Building Maintenance Ltd. to Tidy Holdings Corporation. Attached hereto and marked as **Exhibit "M"** is a true copy of a printout of a Corporation / Non-Profit Search if the records of the Registrar of Corporations evidencing the foregoing. Attached hereto and marked as **Exhibit "N"** is a true copy of the Service Request Summary with the Registrar of Corporations for THC.
20. Further, attached hereto and marked as **Exhibit "O"** is a copy of a Review Legal Entity History of THC as at November 9, 2015 which indicates that the directors of THC were, as at that time, Melesse and Huss and that each of Melesse and Huss held 50 percent of the voting shares of THC.
21. I am unaware if there is a Unanimous Shareholders Agreement in THC and, as with VPS, have requested information on this from THC. As of the date of this my affidavit I am advised by counsel that they have received no response to my request of corporate information.

22. Huss and Melesse remained shareholders of THC according to the records of the Registrar of Corporations through until filings made on July 27, 2022 of the 2021 and 2022 annual returns by Huss. Attached hereto and marked as **Exhibit "P"** are copies of the Review Legal History Service Request information pages evidencing the foregoing. Attached hereto and marked as **Exhibit "Q"** collectively are the Review Legal Entity History reports associated with these Review Legal History Service Request information pages. These indicate at that time, that the shareholders of THC (and directors) were updated by Huss to remove Melesse as a director and shareholder of THC and to list as shareholders Huss and Basima Choufi, each holding 50 percent of the voting shares in THC.
23. I understand Basima Choufi to be Huss's wife.
24. Throughout 2021 and until his death, Melesse was in no state to have transferred his shares in THC to Basima Choufi, or had any capacity to manage his affairs, or otherwise deal with his shares in this Corporation. I do verily believe that the shares have, in fact, not been transferred but the records of the Registrar of Corporations were updated improperly and for improper purposes by Huss to attempt to take Melesse's share of the ownership of THC from Melesse's estate.
25. THC operates as a holding corporation holding, generally, the property legally described as:
PLAN 6999ET
BLOCK 10
LOT 4
EXCEPTING THEREOUT ALL MINES AND MINERALS
- and municipally described as 12304-96 Street, Edmonton, Alberta T5G 1W5 which is a converted house that VPS operates out of as its head office. Attached hereto and marked as **Exhibit "R"** is a true copy of a certificate of title to the aforesaid property.
26. THC came to own this property through Melesse. On or about May 26, 2015 Melesse purchased this property from Tung Le and Anh Le for the sum of \$390,000 which I understand was paid for by way of cash and a new mortgage obtained by Melesse from the Toronto Dominion Bank, in his name.
27. This mortgage was registered as instrument 152 221 982 (the "Mortgage") and a true copy of a printout of the said mortgage is attached hereto as **Exhibit "S"**. In reviewing the records of Melesse, I have been able to determine that the monies other than the mortgage monies came from Huss and Melesse equally as set out in a collateral Property Agreement between Huss and Melese dated July 13, 2015, a true copy of which is attached as **Exhibit "T"**.

28. On or about December 15, 2016 Melesse transferred the lands to himself, jointly and Huss. Attached hereto and marked as **Exhibit "U"** is a true copy of a transfer of land I have obtained from the Registrar of Land Titles evidencing the foregoing.
29. On or about August 6, 2020, Melesse and Huss transferred the lands to THC. Attached hereto and marked as **Exhibit "V"** is a true copy of a transfer of land I have obtained from the Registrar of Land Titles evidencing the foregoing.
30. Notwithstanding these transfers, the mortgage on the lands remained in the name of Melesse personally. In that respect, I am also aware that the Mortgage was protected by way of a mortgage life insurance policy and I am in the process of applying for the mortgage life insurance benefit, which, if I am successful, will result in the payout of the Mortgage. Attached hereto and marked as **Exhibit "W"** is a true copy of correspondence to the Estate of Melesse from the Toronto Dominion Bank advising of the said insurance benefits.
31. Additionally, I have been made aware that as of August 2, 2022 the insurance on the THC property was cancelled by its insurer. Attached hereto and marked as **Exhibit "X"** is a copy of a registered letter directed to Melesse advising that the insurance on the property was being cancelled due to a material change in risk. I have no knowledge of whether the property is currently insured or not.
32. I am further advised, by Beth Sutherland of the Toronto Dominion Bank, that prior to this letter being issued, Huss attended at the Toronto Dominion Bank to attempt to have the Toronto Dominion Bank consider him the representative of the estate of Melesse. I was advised by Beth Sutherland that when she reviewed the Toronto Dominion Bank's records in respect to Melesse during a meeting with her, that they indicate that Huss had attended and advised them that:
- (a) Melesse had died;
 - (b) Melesse had no family in Canada, which he knew or ought to have known was false; and
 - (c) That Melesse had no will, again which he knew or ought to have known was false.
33. I can only assume Huss did so in an effort to be able to have Toronto Dominion Bank deal with himself in respect to Melesse's life insurance on the Mortgage so as to have the Mortgage on THC's property paid out (having purported to have the shareholdings updated to himself and his wife).

[7]

34. When Huss filed the annual returns of THC, changing the shareholders therein, I believe this was in order to gain the benefit of the assets of THC and remove Melesse's estate's entitlement to the benefit of his shareholdings.
35. I do verily believe that this conduct was done without regard to Melesse's estate's entitlements as a shareholder of THC and has the effect of unfairly prejudicing Melesse's estate in that it would receive no benefit from his shareholdings in THC or its assets and the conduct is oppressive to the estate of Melesse. Melesse, in his lifetime, and his estate has an expectation that they would receive the benefit of his shareholdings in THC and VPS.
36. Further, I believe that, as with VPS, there is an effective deadlock in the business of THC given that the Estate rightfully has 50 percent of the voting shares and Huss the other 50 percent such that continued management of the business is intractable. Furthermore, given the actions of THC, Huss and Basima Choufi, I have no confidence in the continued management of THC.
37. I do verily believe it is in the interest of the true shareholders of VPS and THC that the shareholdings of each of these entities be corrected to indicate the actual shareholdings in the entities, in each instance 50% of the common voting shares being held by Huss and 50% of the common voting shares being held by the Estate of Melesse.
38. Further, given the actions that have occurred to date, the lack of trust in management, the fact that the shareholdings of each corporation are deadlocked, the fact that VPS is not adhering to the VPS USA, the lack of disclosure by VPS and THC of corporate records that are rightfully disclosable to the Estate, it is my belief that these corporations cannot continue and that a third party receiver-manager needs to be appointed in each instance to operate and/or liquidate each of VPS and THC.
39. MNP Ltd. has consented to act as a Receiver-Manager or liquidator of each of VPS and THC, should the Court appoint them in such capacity.

40. I make this affidavit in support of Orders:

- a) Under Section 244 of the Business Corporations Act (Alberta), requiring that the records of VPS and THC be corrected to list Melesse and Huss as the shareholders of each of the corporations, in each instance holding 50 percent of the voting shares;
- b) Declaring the conduct of Huss, Basima Choufi, VPS, and THC to be oppressive, unfairly prejudicial and unfairly disregarding the interest of the the estate of Melesse; and
- c) Appointing MNP Ltd. as Receiver-Manager of VPS and THC or, in the alternative appointing MNP LTD. as a liquidator of VPS and THC.

SWORN BEFORE ME at Edmonton, Alberta,
this 16th day of January, 2023.

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

David Archibold
Barrister & Solicitor

)
)
)
)
)
)
)
)



ENDALE GUTAMA

WILL

THIS IS THE LAST WILL of me, **MELESSE DAHESSA GUTAMA**, of Edmonton, Alberta.

This is Exhibit " A " referred to in the Affidavit of

Endale Gutama

PART I
INITIAL MATTERS

Sworn before me this *16* day
of *January* A.D., 20*23*

[Signature]
A Commissioner for Oaths in and for
the Province of Alberta

David Archibold
Barrister & Solicitor

1. **REVOCAATION**

I REVOKE all previous Wills and Codicils.

2. **APPOINTMENT OF EXECUTOR**

(A) I APPOINT my brother **ENDALE GUTAMA** of Edmonton, Alberta and my brother **SORA YADESSA GUTAMA** to be the Joint Executors of this my Will.

(B) If either **ENDALE GUTAMA** or **SORA YADESSA GUTAMA** should predecease me or be otherwise unwilling or unable to act, I appoint the other to be the Executor of this my Will.

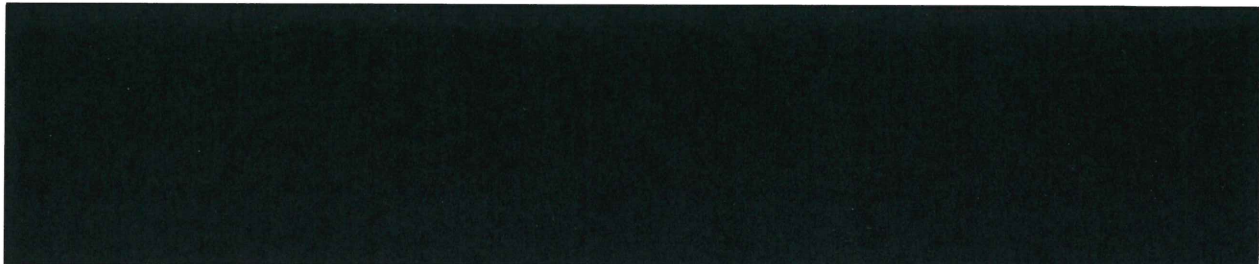
PART II
DISPOSITION OF ESTATE

3. **ESTATE TO EXECUTOR**

I GIVE all of my property to my Executor upon the following trusts:

(A) **Payments of Debts:**

To pay all my legally enforceable debts and funeral expenses.



2



PART III
ADMINISTRATION OF ESTATE

4. **POWERS OF EXECUTOR**

I GIVE my Executor the following powers.

a. **Power to Realize Estate:**

To use discretion in the realization of my Estate with power to sell any part of my Estate not consisting of money at any time and upon any terms which my Executor may choose, or to postpone the realization of any part of my Estate for whatever length of time my Executor may choose.

b. **Payment of Taxes:**

To prepay any part of those taxes for which my Estate is or may become liable, or to postpone the payment of any part of those taxes and to make any elections or allocations which my Executor considers to be in the best interest of my Estate and the beneficiaries of my Estate. The exercise by my Executor of his/her discretion shall be binding upon all beneficiaries of my Estate.

c. **Transfer of Assets:**

To distribute my property or pay any share in it, by transferring some or all of the assets in the form they are in at the date of my death or the date of such distribution. For the purpose of such distribution my Executor may determine the value of the assets as he/she sees fit and that determination is binding upon all of my beneficiaries.

d. **Dealing with Real Property:**

To sell, exchange, mortgage, or otherwise deal with or dispose of any real property held by my Executor and to repair, alter, improve, add to or remove any buildings on that property and generally to manage that property.

e. Continuation of Business:

To continue, discontinue or wind up any business, partnership, contract or transaction in force or pending at the time of my death and to participate in the amalgamation, reorganization or recapitalisation of my corporation or firm in which I may have any share or interest, and generally to deal with any and all shares and securities belonging to my Estate.

f. Employment of Agents:

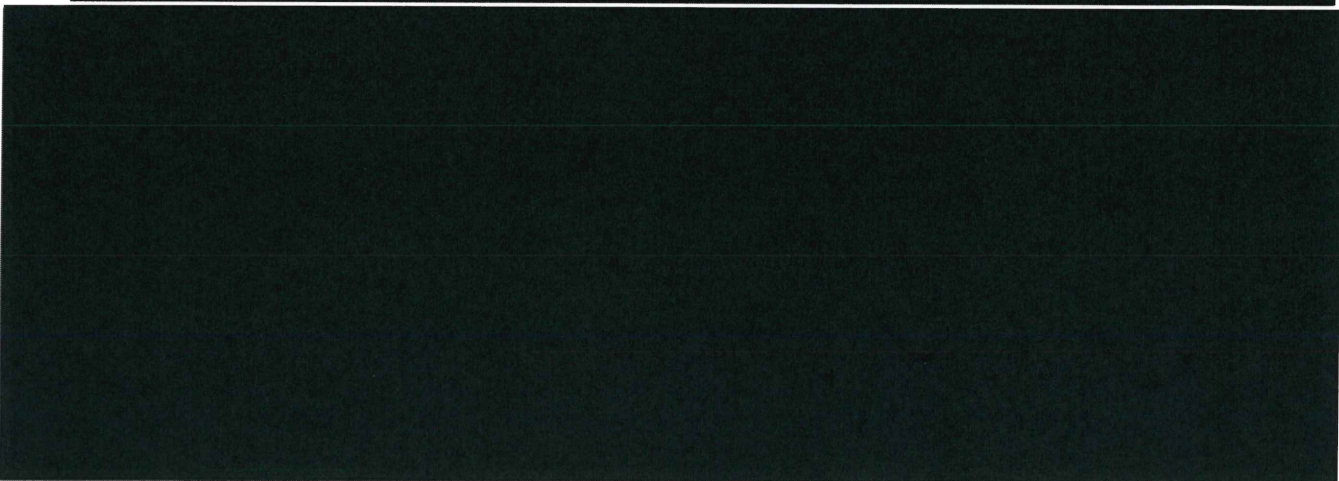
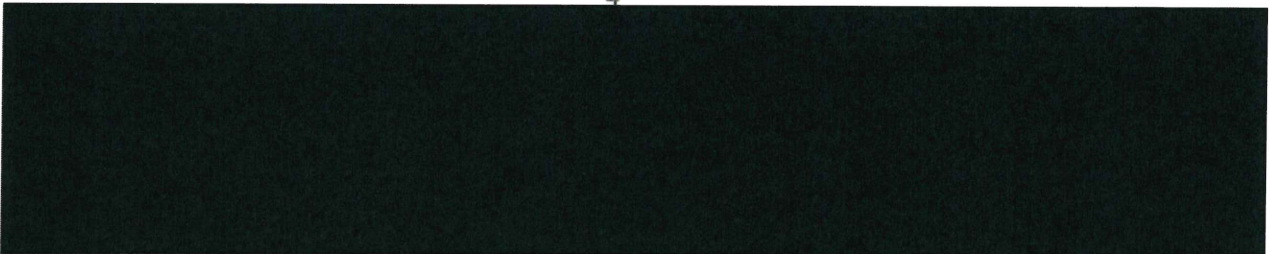
Instead of acting personally, to employ and pay any other person or persons, including a body corporate, to transact any business or to do any act of any nature in relation to this Will and the trusts hereof, including the receipt and payment of money, without being liable for any loss incurred thereby; and to appoint from time to time upon such terms as my Executor may think fit, any person or persons, including a body corporate, for the purpose of exercising any of the trusts or powers herein expressly or impliedly given to my Executor with respect to any property belonging to me.

g. Investment Powers:

To invest the monies of my Estate (including any income received from any part of my Estate that remains unconverted and any monies arising from the sale or conversion of any part of my Estate as aforesaid) in any investment or investments authorized by law, and to in like manner from time to time alter or vary such investments. I hereby exonerate my Executor from any responsibility or liability for loss or damage which may be occasioned to my Estate through a *bona fide* exercise by my Executor of any of the discretions vested in my Executor, whether as to retention, realization, conversion or investment.

PART IV
MISCELLANEOUS





I HEREBY subscribe my name this 16th day of January 2019.

SIGNED by Testator)
in our presence and attested)
by us in his presence and in)
the presence of each other)

NAME: **STEWART F. BROWNLEE**
ADDRESS: #204 Lakeside Landing
15379 Castle Downs Road
Edmonton, AB T5X 3Y7

MELESSE DAHESSA GUTAMA

NAME: **ELEONORA BARATTA**
ADDRESS: #204 Lakeside Landing
15379 Castle Downs Road
Edmonton, AB T5X 3Y7

This is Exhibit " B " referred to in the
Affidavit of

Endale Gutama

Sworn before me this 16 day

of January A.D., 2023


A Commissioner for Oaths in and for
the Province of Alberta

David Archibold
Barrister & Solicitor

የምት ክብር መዝገብ ቅጽ ቁጥር
Death Registration Form Number

የምት ምዝገባ ልዩ መለያ ቁጥር
Death Registration Unique Identification Number



የላይት ምዝገባ ልዩ መለያ ቁጥር
Birth Registration Unique Identification Number

በኢትዮጵያ ፌዴራላዊ ዲሞክራሲያዊ ሪፐብሊክ የወሰኝ ኩነት ምዝገባ
Federal Democratic Republic of Ethiopia Vital Event Registration

የምት ምስክር ወረቀት
Death Certificate

AAMDE N: 0039941

የሞት ስም ማህ የአባት ስም MELESE የአያት ስም ገብር
Deceased's Name MELESE Father's Name ማህ Grandfather's Name ገብር
ጾታ ወንድም የትውልድ ወር ጠቅላይ ወር ጥ.ም 1951 ጥ.ም 2011
Title DOCTOR Sex MALE Date of Birth : Month ለፒሪ Day 10 Year 1962
ዜግነት ንጋዳ ሞት የተከሰተበት ቦታ ገደማ ገበያ ሞት የተመዘገበበት ወር ጳጉሜ ቀን 15 ጥ.ም 2011
Citizenship CANADIAN Place of Death ADDIS ABABA ሞት የተመዘገበበት ወር ጳጉሜ ቀን 15 ጥ.ም 2011
Date of Death Month JANUARY Day 15 Year 2011
የምስክር ወረቀት የተሰጠበት ወር ጳጉሜ ቀን 15 ጥ.ም 2011
Certificate Issued Month FEBRUARY Day 22 Year 2012
የክብር መዝገብ ሹም መሥሪያ ስም ገደማል ለገሰ ለገሰ ስም ገደማል
Full Name of the Officer of Civil Status AMANUEL BEKELE ስም ገደማል
Signature



Handwritten signature

23 FEB 2022

የግንባር ለህዝብ አገልግሎት
YENIGUS ANTENEH TEMESGEN
የግንባር ለህዝብ አገልግሎት ላይ የሚሰጡ አገልግሎት ሰጪዎች
Vital Events data provider & certification

Service Expert



የኢትዮጵያ ፌዴራላዊ ዲሞክራሲያዊ ጠቅላይ ሚኒስትር
FEDERAL DEMOCRATIC REPUBLIC OF ETHIOPIA
የውጭ ጉዳይ ሚኒስቴር
MINISTRY OF FOREIGN AFFAIRS
የውጭ ጉዳይ ሚኒስቴር ተቋማት
SEALS AND SEAL AUTHENTICATED
ቁጥር: 501589/22
ቀን: 2/23/22
ፊርማ: *[Signature]*
Authentic: *[Signature]* Official

Dagnachew Warku Debele
Document Authentication Officer

The Embassy of Canada to Ethiopia
has duly authenticated the foregoing
signature of Dagnachew Warku Debele
Deputy at Addis Ababa this 23 day of
February, 2022.



Simon Leblanc

Deuxième Secrétaire et Vice-Consul
Second Secretary and Vice-Consul

**Articles of Incorporation
For
VITAL PROPERTY SERVICES INC.**

Share Structure: UNLIMITED CLASS "A" VOTING SHARES. UNLIMITED CLASS "B" VOTING SHARES.

Share Transfers Restrictions: NO SHARE OF THE CAPITAL OF THE CORP SHALL BE TRANSFERRED WITHOUT THE APPROVAL OF MAJORITY OF THE DIRECTORS OF THE CORPORATION.

Number of Directors:

Min Number of Directors: 1

Max Number of Directors: 7

Business Restricted To: NONE

Business Restricted From: NONE

Other Provisions: NONE

**Registration Authorized By: MELESSE GUTAMA
INCORPORATOR**

This is Exhibit " C " referred to in the
Affidavit of

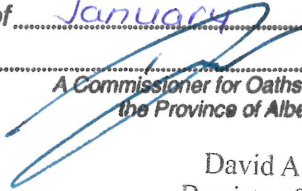
Endale Gutama

Sworn before me this 16 day

of January A.D., 2023

.....

A Commissioner for Oaths in and for
the Province of Alberta



David Archibold
Barrister & Solicitor

FILED
MAY 20 2015
Northtown Registry Services Ltd.
Authorized Registry Agent
for Corporate Registry

SCHEDULE "A"

THE COMPANY IS AUTHORIZED TO ISSUE AN UNLIMITED AMOUNT OF COMMON SHARES. THE SHARES WILL HAVE THE FOLLOWING RIGHTS:

- A) TO BE ENTITLED TO DIVIDENDS AS AND WHEN DECLARED BY THE BOARD OF DIRECTORS.
- B) TO ONE VOTE PER SHARE AT MEETINGS OF SHAREHOLDERS OF THE CORPORATION.
- C) UPON LIQUIDATION, TO RECEIVE SUCH ASSETS OF THE CORPORATION AS ARE REMAINING AND DISTRIBUTABLE TO THE HOLDERS OF THE COMMON SHARES.

This is Exhibit " D " referred to in the Affidavit of
Endale Gutama
 Sworn before me this *16* day
 of *January* A.D., 20 *23*
 A Commissioner for Oaths in and for
 the Province of Alberta

David Archibold
 Barrister & Solicitor

Our File No: 16524 GDP

January 11, 2023

Tidy Holdings Corporation
c/o Cooper Regel LLP
77 Chippewa Road
Sherwood Park, AB T8A 6J7

Vital Property Services Inc.
c/o Cooper Regel LLP
77 Chippewa Road
Sherwood Park, AB T8A 6J7

2100 Scotia Place
10060 Jasper Avenue
Edmonton, AB T5J 3R8
phone 780 413 3100
fax 780 413 3152
www.yeglaw.ca

ATTENTION: Ronald Halabi

ATTENTION: Ronald Halabi

Dear Sir:

Re: Tidy Holdings Corporation and Vital Property Services Inc. (the "Corporations") Corporate Records Request Pursuant to Business Corporations Act (Alberta)

Please be advised that we have been retained by the Executors of the Estate of Melesse Gutama, as represented by Sora Gutama and Endale Gutama ("**Sora and Endale**"). It is our understanding that your office acts for the Corporations in this matter. Our client is a shareholder in the Corporations and our office have made several requests to access certain records of the Corporations.

As a shareholder, the Estate, as represented by Sora and Endale, is entitled to access various corporate records that are required to be kept by the Corporations. We request copies of the following documents pursuant to sections 21 and 23 of the *Business Corporations Act* (Alberta):

- (a) the Articles and the Bylaws, all amendments to the articles and bylaws, a copy of any Unanimous Shareholder Agreement(s) and any amendment to a unanimous shareholder agreement(s);
- (b) the minutes of meetings and Resolutions of shareholders;
- (c) copies of all Notices;
- (d) a copy of the Securities Register;
- (e) copies of the financial statements, reports and information; and
- (f) the Register of Disclosures made pursuant to section 120.

We ask that you provide us with access to the records of the Corporation which are set out above, by either allowing us to attend at your office and make copies of the records or by sending us copies of the records. Our client will pay your reasonable expenses for making such copies, provided you provide an estimate thereof prior to incurring the expense for approval.

We look forward to hearing from you shortly.

Yours truly,

SHAREK LOGAN & VAN LEENEN LLP

Per:

DAVID ARCHIBOLD

direct 780 413 3179

email darchibold@sharekco.com

DA/da

This is Exhibit " E " referred to in the
Affidavit of

Endale Gutama

Sworn before me this 16 day
of January, A.D., 2023

A Commissioner for Oaths in and for
the Province of Alberta

David Archibold
Barrister & Solicitor

Review Legal Entity History

2018978995, 821137320, VITAL PROPERTY SERVICES INC.

Service Request Summary

Service Request Number	Transaction Type	Creation Date	Last Updated	Activity Status	Comments
36688909	Change Director / Shareholder	2021/12/13	2021/12/13	Complete	
36049002	Change Agent for Service	2021/08/31	2021/08/31	Complete	
35416097	Enter Annual Returns for Alberta and Extra-Provincial Corp.	2021/05/10	2021/05/10	Complete	
33356755	Enter Annual Returns for Alberta and Extra-Provincial Corp.	2020/04/27	2020/04/27	Complete	
32918929	Update BN	2020/02/22	2020/02/22	Complete	UPDATE BUSINESS NUMBER
30884392	Enter Annual Returns for Alberta and Extra-Provincial Corp.	2019/04/24	2019/04/24	Complete	
30884332	Enter Annual Returns for Alberta and Extra-Provincial Corp.	2019/04/24	2019/04/24	Complete	
26924260	Enter Annual Returns for Alberta and Extra-Provincial Corp.	2017/04/25	2017/04/25	Complete	
25192725	Enter Annual Returns for Alberta and Extra-Provincial Corp.	2016/05/25	2016/05/25	Complete	
24070056	Change Address	2015/10/13	2015/10/13	Complete	
23343175	Incorporate Alberta Corporation	2015/05/20	2015/05/20	Complete	

This is Exhibit " F " referred to in the
Affidavit of

Endale Gutama

Sworn before me this 16 day

of January A.D., 2023.

A Commissioner for Oaths in and for
the Province of Alberta

David Archibold
Barrister & Solicitor

Review Legal Entity History

Service Request Information

Service Request Number: 25192725
Transaction Type: Enter Annual Returns for Alberta and Extra-Provincial Corp.
Date Created: 2016/05/25
Date Last Updated: 2016/05/25
Activity Status: Complete

AUTHORIZED REPRESENTATIVE

Last Name: CHOUFI
First Name: HUSSEIN
Middle Name:
Relationship to Legal Entity: Agent of Corporation
Comments:

[View Legal Entity Information](#) [Certified Copy of Transaction](#) [Print Certified Copy of Information](#)

Review Legal Entity History

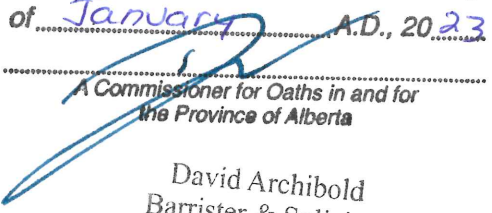
Service Request Information

Service Request Number: 26924260
Transaction Type: Enter Annual Returns for Alberta and Extra-Provincial Corp.
Date Created: 2017/04/25
Date Last Updated: 2017/04/25
Activity Status: Complete

AUTHORIZED REPRESENTATIVE

Last Name: CHOUFI
First Name: HUSSEIN
Middle Name:
Relationship to Legal Entity: Agent of Corporation
Comments:

[View Legal Entity Information](#)
 [Certified Copy of Transaction](#)
 [Print Certified Copy of Information](#)

This is Exhibit " *G* " referred to in the
 Affidavit of
Endale Gutama
 Sworn before me this *16* day
 of *January* A.D., 20*23*

 A Commissioner for Oaths in and for
 the Province of Alberta
 David Archibold
 Barrister & Solicitor

Review Legal Entity History

VITAL PROPERTY SERVICES INC.

Not For Resale

Service Request Number: 26924260
Legal Entity Type: Alberta Business Corporation
Alberta Corporation Type: Named Alberta Corporation
Corporate Access Number: 2018978995

Legal Entity Name: VITAL PROPERTY SERVICES INC.

Business Number:

Legal Entity Status: Active

Nuans Number: 115531423

Nuans Date: 2015/05/20

REGISTERED ADDRESS

Street/Box Number: 12304 96 ST

City: EDMONTON

Province: ALBERTA

Postal Code: T5G1W5

RECORDS ADDRESS

Street/Box Number: 12304 96 ST

City: EDMONTON

Province: ALBERTA

Postal Code: T5G1W5

This is Exhibit "H" referred to in the
Affidavit of

Endale Gurtama
Sworn before me this 16 day
of January A.D., 2023

A Commissioner for Oaths in and for
the Province of Alberta

David Archibold
Barrister & Solicitor

The information in this legal entity table

supersedes equivalent electronic attachments

Share Structure: UNLIMITED CLASS "A" VOTING SHARES. UNLIMITED CLASS "B" VOTING SHARES.

Share Transfers Restrictions: NO SHARE OF THE CAPITAL OF THE CORP SHALL BE TRANSFERRED WITHOUT THE APPROVAL OF MAJORITY OF THE DIRECTORS OF THE CORPORATION.

Min Number Of Directors: 1

Max Number Of Directors: 7

Directors:

Business Restricted To: NONE

Business Restricted From: NONE

Other Provisions: NONE

Registration Date: 2015/05/20

Continuances

No Records returned

Director / Shareholder / Liquidator

Last Name	First Name	Middle Name
CHOUFI	HUSSEIN	
GUTAMA	MELESSE	
GUTAMA	MELESSE	
HUSS	CHOUFI	

Agent for Service

No Records returned

Attachment

No Records returned

Annual Return

File Year	Date Filed
2016	2016/05/25
2017	2017/04/25

Court Registrar Orders

No Records returned

Successor of Amalgamation

No Records returned

Amalgamating Corporations Registered in Alberta

No Records returned

Amalgamating Corporation - Not Registered in Alberta

No Records returned

Successor of Merger

No Records returned

Merging Corporations

No Records returned Not For Resale

Director / Shareholder / Liquidator

CHOUFI, HUSSEIN,

Director/Shareholder Status: Active
Director/Shareholder Type: Shareholder
Individual / Corporation Type: Individual
Corporate Access Number:
Last Name: CHOUFI
First Name: HUSSEIN
Middle Name:
Street/Box Number: 12304-96 ST NW
City: EDMONTON
Province: ALBERTA
Postal Code: T5G1W5
Country:
Appointment Date:
Cessation Date:
Percent Of Voting Shares: 50
Named On Stat Dec:
Stat Dec Director Notice Error:
Letter - Spelling Error:
Letter - For Legal Name Change:

Director / Shareholder / Liquidator

GUTAMA, MELESSE,

Director/Shareholder Status: Active
Director/Shareholder Type: Shareholder
Individual / Corporation Type: Individual
Corporate Access Number:
Last Name: GUTAMA
First Name: MELESSE
Middle Name:
Street/Box Number: 12304-96 ST NW
City: EDMONTON
Province: ALBERTA
Postal Code: T5G1W5
Country:
Appointment Date:
Cessation Date:
Percent Of Voting Shares: 50
Named On Stat Dec:
Stat Dec Director Notice Error:
Letter - Spelling Error:
Letter - For Legal Name Change:

Director / Shareholder / Liquidator

HUSS, CHOUI,

Director/Shareholder Status: Active
Director/Shareholder Type: Director
Individual / Corporation Type: Individual
Corporate Access Number:
Last Name: HUSS
First Name: CHOUI
Middle Name:
Street/Box Number: 15508-74 ST
City: EDMONTON
Province: ALBERTA
Postal Code: T5Z2Y1
Country:
Appointment Date: 2015/05/20
Cessation Date:
Percent Of Voting Shares:
Named On Stat Dec:
Stat Dec Director Notice Error:
Letter - Spelling Error:
Letter - For Legal Name Change:

Director / Shareholder / Liquidator

GUTAMA, MELESSE,

Director/Shareholder Status: Active
Director/Shareholder Type: Director
Individual / Corporation Type: Individual
Corporate Access Number:
Last Name: GUTAMA
First Name: MELESSE
Middle Name:
Street/Box Number: 12304-96 ST NW
City: EDMONTON
Province: ALBERTA
Postal Code: T5G1W5
Country:
Appointment Date: 2015/05/20
Cessation Date:
Percent Of Voting Shares:
Named On Stat Dec:
Stat Dec Director Notice Error:
Letter - Spelling Error:
Letter - For Legal Name Change:

Review Legal Entity History

VITAL PROPERTY SERVICES INC.

Not For Resale

Service Request Number: 23343175
Legal Entity Type: Alberta Business Corporation
Alberta Corporation Type: Named Alberta Corporation
Corporate Access Number: 2018978995

Legal Entity Name: VITAL PROPERTY SERVICES INC.
Business Number:
Legal Entity Status: Active
Nuans Number: 115531423
Nuans Date: 2015/05/20

REGISTERED ADDRESS

Street/Box Number: 15508-74 ST
City: EDMONTON
Province: ALBERTA
Postal Code: T5Z2Y1

RECORDS ADDRESS

Street/Box Number: 15508-74 ST
City: EDMONTON
Province: ALBERTA
Postal Code: T5Z2Y1

The information in this legal entity table

supersedes equivalent electronic attachments

Share Structure: UNLIMITED CLASS "A" VOTING SHARES. UNLIMITED CLASS "B" VOTING SHARES.

Share Transfers Restrictions: NO SHARE OF THE CAPITAL OF THE CORP SHALL BE TRANSFERRED WITHOUT THE APPROVAL OF MAJORITY OF THE DIRECTORS OF THE CORPORATION.

Min Number Of Directors: 1
Max Number Of Directors: 7

Business Restricted To: NONE
Business Restricted From: NONE
Other Provisions: NONE

Registration Date: 2015/05/20

This is Exhibit " I " referred to in the Affidavit of

Endale Gutama

Sworn before me this 16 day of January A.D., 2023

Commissioner for Oaths in and for the Province of Alberta

David Archibold
Barrister & Solicitor

Continuances

No Records returned

Director / Shareholder / Liquidator

Last Name	First Name	Middle Name
GUTAMA	MELESSE	
HUSS	CHOUFI	

Agent for Service

No Records returned

Attachment

No Records returned

Annual Return

No Records returned

Court Registrar Orders

No Records returned

Successor of Amalgamation

No Records returned

Amalgamating Corporations Registered in Alberta

No Records returned

Amalgamating Corporation - Not Registered in Alberta

No Records returned

Successor of Merger

No Records returned

Merging Corporations

No Records returned Not For Resale

Review Legal Entity History

VITAL PROPERTY SERVICES INC.

Not For Resale

Service Request Number: 24070056
Legal Entity Type: Alberta Business Corporation
Alberta Corporation Type: Named Alberta Corporation
Corporate Access Number: 2018978995

Legal Entity Name: VITAL PROPERTY SERVICES INC.

Business Number:

Legal Entity Status: Active

Nuans Number: 115531423

Nuans Date: 2015/05/20

REGISTERED ADDRESS

Street/Box Number: 12304 96 ST

City: EDMONTON

Province: ALBERTA

Postal Code: T5G1W5

RECORDS ADDRESS

Street/Box Number: 12304 96 ST

City: EDMONTON

Province: ALBERTA

Postal Code: T5G1W5

The information in this legal entity table

supersedes equivalent electronic attachments

Share Structure: UNLIMITED CLASS "A" VOTING SHARES. UNLIMITED CLASS "B" VOTING SHARES.

Share Transfers Restrictions: NO SHARE OF THE CAPITAL OF THE CORP SHALL BE TRANSFERRED WITHOUT THE APPROVAL OF MAJORITY OF THE DIRECTORS OF THE CORPORATION.

Min Number Of Directors: 1

Max Number Of Directors: 7

Directors:

Business Restricted To: NONE

Business Restricted From: NONE

Other Provisions: NONE

Registration Date: 2015/05/20

Continuances

No Records returned

Director / Shareholder / Liquidator

Last Name	First Name	Middle Name
GUTAMA	MELESSE	
HUSS	CHOUFI	

Agent for Service

No Records returned

Attachment

No Records returned

Annual Return

No Records returned

Court Registrar Orders

No Records returned

Successor of Amalgamation

No Records returned

Amalgamating Corporations Registered in Alberta

No Records returned

Amalgamating Corporation - Not Registered in Alberta

No Records returned

Successor of Merger

No Records returned

Merging Corporations

No Records returned Not For Resale

Review Legal Entity History

VITAL PROPERTY SERVICES INC.

Not For Resale

Service Request Number: 25192725
Legal Entity Type: Alberta Business Corporation
Alberta Corporation Type: Named Alberta Corporation
Corporate Access Number: 2018978995
Legal Entity Name: VITAL PROPERTY SERVICES INC.
Business Number:
Legal Entity Status: Active
Nuans Number: 115531423
Nuans Date: 2015/05/20

REGISTERED ADDRESS

Street/Box Number: 12304 96 ST
City: EDMONTON
Province: ALBERTA
Postal Code: T5G1W5

RECORDS ADDRESS

Street/Box Number: 12304 96 ST
City: EDMONTON
Province: ALBERTA
Postal Code: T5G1W5

The information in this legal entity table

supersedes equivalent electronic attachments

Share Structure: UNLIMITED CLASS "A" VOTING SHARES. UNLIMITED CLASS "B" VOTING SHARES.
Share Transfers Restrictions: NO SHARE OF THE CAPITAL OF THE CORP SHALL BE TRANSFERRED WITHOUT THE APPROVAL OF MAJORITY OF THE DIRECTORS OF THE CORPORATION.
Min Number Of Directors: 1
Max Number Of Directors: 7
Business Restricted To: NONE
Business Restricted From: NONE
Other Provisions: NONE
Registration Date: 2015/05/20

Continuances

No Records returned

Director / Shareholder / Liquidator

Last Name	First Name	Middle Name
GUTAMA	MELESSE	
HUSS	CHOUFI	

Agent for Service

No Records returned

Attachment

No Records returned

Annual Return

File Year	Date Filed
2016	2016/05/25

Court Registrar Orders

No Records returned

Successor of Amalgamation

No Records returned

Amalgamating Corporations Registered in Alberta

No Records returned

Amalgamating Corporation - Not Registered in Alberta

No Records returned

Successor of Merger

No Records returned

Merging Corporations

No Records returned Not For Resale

Review Legal Entity History

VITAL PROPERTY SERVICES INC.

Not For Resale

Service Request Number: 26924260
Legal Entity Type: Alberta Business Corporation
Alberta Corporation Type: Named Alberta Corporation
Corporate Access Number: 2018978995
Legal Entity Name: VITAL PROPERTY SERVICES INC.
Business Number:
Legal Entity Status: Active
Nuans Number: 115531423
Nuans Date: 2015/05/20

REGISTERED ADDRESS

Street/Box Number: 12304 96 ST
City: EDMONTON
Province: ALBERTA
Postal Code: T5G1W5

RECORDS ADDRESS

Street/Box Number: 12304 96 ST
City: EDMONTON
Province: ALBERTA
Postal Code: T5G1W5

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: UNLIMITED CLASS "A" VOTING SHARES. UNLIMITED CLASS "B" VOTING SHARES.
Share Transfers Restrictions: NO SHARE OF THE CAPITAL OF THE CORP SHALL BE TRANSFERRED WITHOUT THE APPROVAL OF MAJORITY OF THE DIRECTORS OF THE CORPORATION.
Min Number Of Directors: 1
Max Number Of Directors: 7
Business Restricted To: NONE
Business Restricted From: NONE
Other Provisions: NONE
Registration Date: 2015/05/20

Continuances

No Records returned

Director / Shareholder / Liquidator

Last Name	First Name	Middle Name
CHOUFI	HUSSEIN	
GUTAMA	MELESSE	
GUTAMA	MELESSE	
HUSS	CHOUFI	

Agent for Service

No Records returned

Attachment

No Records returned

Annual Return

File Year	Date Filed
2016	2016/05/25
2017	2017/04/25

Court Registrar Orders

No Records returned

Successor of Amalgamation

No Records returned

Amalgamating Corporations Registered in Alberta

No Records returned

Amalgamating Corporation - Not Registered in Alberta

No Records returned

Successor of Merger

No Records returned

Merging Corporations

No Records returned Not For Resale

Review Legal Entity History

VITAL PROPERTY SERVICES INC.

Not For Resale

Service Request Number: 30884332
Legal Entity Type: Alberta Business Corporation
Alberta Corporation Type: Named Alberta Corporation
Corporate Access Number: 2018978995
Legal Entity Name: VITAL PROPERTY SERVICES INC.
Business Number:
Legal Entity Status: Active
Nuans Number: 115531423
Nuans Date: 2015/05/20

REGISTERED ADDRESS

Street/Box Number: 12304 96 ST
City: EDMONTON
Province: ALBERTA
Postal Code: T5G1W5

RECORDS ADDRESS

Street/Box Number: 12304 96 ST
City: EDMONTON
Province: ALBERTA
Postal Code: T5G1W5

The information in this legal entity table

supersedes equivalent electronic attachments

Share Structure: UNLIMITED CLASS "A" VOTING SHARES. UNLIMITED CLASS "B" VOTING SHARES.
Share Transfers Restrictions: NO SHARE OF THE CAPITAL OF THE CORP SHALL BE TRANSFERRED WITHOUT THE APPROVAL OF MAJORITY OF THE DIRECTORS OF THE CORPORATION.
Min Number Of Directors: 1
Max Number Of Directors: 7
Business Restricted To: NONE
Business Restricted From: NONE
Other Provisions: NONE
Registration Date: 2015/05/20

Continuances

No Records returned

Director / Shareholder / Liquidator

Last Name	First Name	Middle Name
CHOUFI	HUSSEIN	
GUTAMA	MELESSE	
GUTAMA	MELESSE	
HUSS	CHOUFI	

Agent for Service

No Records returned

Attachment

No Records returned

Annual Return

File Year	Date Filed
2016	2016/05/25
2017	2017/04/25
2018	2019/04/24

Court Registrar Orders

No Records returned

Successor of Amalgamation

No Records returned

Amalgamating Corporations Registered in Alberta

No Records returned

Amalgamating Corporation - Not Registered in Alberta

No Records returned

Successor of Merger

No Records returned

Merging Corporations

No Records returned Not For Resale

Review Legal Entity History

VITAL PROPERTY SERVICES INC.

Not For Resale

Service Request Number: 30884392
Legal Entity Type: Alberta Business Corporation
Alberta Corporation Type: Named Alberta Corporation
Corporate Access Number: 2018978995
Legal Entity Name: VITAL PROPERTY SERVICES INC.
Business Number:
Legal Entity Status: Active
Nuans Number: 115531423
Nuans Date: 2015/05/20

REGISTERED ADDRESS

Street/Box Number: 12304 96 ST
City: EDMONTON
Province: ALBERTA
Postal Code: T5G1W5

RECORDS ADDRESS

Street/Box Number: 12304 96 ST
City: EDMONTON
Province: ALBERTA
Postal Code: T5G1W5

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: UNLIMITED CLASS "A" VOTING SHARES. UNLIMITED CLASS "B" VOTING SHARES.
Share Transfers Restrictions: NO SHARE OF THE CAPITAL OF THE CORP SHALL BE TRANSFERRED WITHOUT THE APPROVAL OF MAJORITY OF THE DIRECTORS OF THE CORPORATION.
Min Number Of Directors: 1
Max Number Of Directors: 7
Business Restricted To: NONE
Business Restricted From: NONE
Other Provisions: NONE
Registration Date: 2015/05/20

Continuances

No Records returned

Director / Shareholder / Liquidator

Last Name	First Name	Middle Name
CHOUFI	HUSSEIN	
GUTAMA	MELESSE	
GUTAMA	MELESSE	
HUSS	CHOUFI	

Agent for Service

No Records returned

Attachment

No Records returned

Annual Return

File Year	Date Filed
2016	2016/05/25
2017	2017/04/25
2018	2019/04/24
2019	2019/04/24

Court Registrar Orders

No Records returned

Successor of Amalgamation

No Records returned

Amalgamating Corporations Registered in Alberta

No Records returned

Amalgamating Corporation - Not Registered in Alberta

No Records returned

Successor of Merger

No Records returned

Merging Corporations

No Records returned Not For Resale

Review Legal Entity History

VITAL PROPERTY SERVICES INC.

Not For Resale

Service Request Number: 32918929
Legal Entity Type: Alberta Business Corporation
Alberta Corporation Type: Named Alberta Corporation
Corporate Access Number: 2018978995
Legal Entity Name: VITAL PROPERTY SERVICES INC.
Business Number: 821137320
Legal Entity Status: Active
Nuans Number: 115531423
Nuans Date: 2015/05/20

REGISTERED ADDRESS

Street/Box Number: 12304 96 ST
City: EDMONTON
Province: ALBERTA
Postal Code: T5G1W5

RECORDS ADDRESS

Street/Box Number: 12304 96 ST
City: EDMONTON
Province: ALBERTA
Postal Code: T5G1W5

The information in this legal entity table

supersedes equivalent electronic attachments

Share Structure: UNLIMITED CLASS "A" VOTING SHARES. UNLIMITED CLASS "B" VOTING SHARES.

Share Transfers Restrictions: NO SHARE OF THE CAPITAL OF THE CORP SHALL BE TRANSFERRED WITHOUT THE APPROVAL OF MAJORITY OF THE DIRECTORS OF THE CORPORATION.

Min Number Of Directors: 1
Max Number Of Directors: 7

Business Restricted To: NONE
Business Restricted From: NONE
Other Provisions: NONE
Registration Date: 2015/05/20

Continuances

No Records returned

Director / Shareholder / Liquidator

Last Name	First Name	Middle Name
CHOUFI	HUSSEIN	
GUTAMA	MELESSE	
GUTAMA	MELESSE	
HUSS	CHOUFI	

Agent for Service

No Records returned

Attachment

No Records returned

Annual Return

File Year	Date Filed
2016	2016/05/25
2017	2017/04/25
2018	2019/04/24
2019	2019/04/24

Court Registrar Orders

No Records returned

Successor of Amalgamation

No Records returned

Amalgamating Corporations Registered in Alberta

No Records returned

Amalgamating Corporation - Not Registered in Alberta

No Records returned

Successor of Merger

No Records returned

Merging Corporations

No Records returned Not For Resale

Review Legal Entity History

VITAL PROPERTY SERVICES INC.

Not For Resale

Service Request Number: 33356755
Legal Entity Type: Alberta Business Corporation
Alberta Corporation Type: Named Alberta Corporation
Corporate Access Number: 2018978995

Legal Entity Name: VITAL PROPERTY SERVICES INC.
Business Number: 821137320
Legal Entity Status: Active
Nuans Number: 115531423
Nuans Date: 2015/05/20

REGISTERED ADDRESS

Street/Box Number: 12304 96 ST
City: EDMONTON
Province: ALBERTA
Postal Code: T5G1W5

RECORDS ADDRESS

Street/Box Number: 12304 96 ST
City: EDMONTON
Province: ALBERTA
Postal Code: T5G1W5

The information in this legal entity table

supersedes equivalent electronic attachments

Share Structure: UNLIMITED CLASS "A" VOTING SHARES. UNLIMITED CLASS "B" VOTING SHARES.

Share Transfers Restrictions: NO SHARE OF THE CAPITAL OF THE CORP SHALL BE TRANSFERRED WITHOUT THE APPROVAL OF MAJORITY OF THE DIRECTORS OF THE CORPORATION.

Min Number Of Directors: 1

Max Number Of Directors: 7

Business Restricted To: NONE

Business Restricted From: NONE

Other Provisions: NONE

Registration Date: 2015/05/20

Continuances

No Records returned

Director / Shareholder / Liquidator

Last Name	First Name	Middle Name
CHOUFI	HUSSEIN	
GUTAMA	MELESSE	
GUTAMA	MELESSE	
HUSS	CHOUFI	

Agent for Service

No Records returned

Attachment

No Records returned

Annual Return

File Year	Date Filed
2016	2016/05/25
2017	2017/04/25
2018	2019/04/24
2019	2019/04/24
2020	2020/04/27

Court Registrar Orders

No Records returned

Successor of Amalgamation

No Records returned

Amalgamating Corporations Registered in Alberta

No Records returned

Amalgamating Corporation - Not Registered in Alberta

No Records returned

Successor of Merger

No Records returned

Merging Corporations

No Records returned Not For Resale

Review Legal Entity History

VITAL PROPERTY SERVICES INC.

Not For Resale

Service Request Number: 35416097

Legal Entity Type: Alberta Business Corporation

Alberta Corporation Type: Named Alberta Corporation

Corporate Access Number: 2018978995

Legal Entity Name: VITAL PROPERTY SERVICES INC.

Business Number: 821137320

Legal Entity Status: Active

Nuans Number: 115531423

Nuans Date: 2015/05/20

REGISTERED ADDRESS

Street/Box Number: 12304 96 ST

City: EDMONTON

Province: ALBERTA

Postal Code: T5G1W5

RECORDS ADDRESS

Street/Box Number: 12304 96 ST

City: EDMONTON

Province: ALBERTA

Postal Code: T5G1W5

Email Address: HUSS@VITALPROPS.COM

The information in this legal entity table

supersedes equivalent electronic attachments

Share Structure: UNLIMITED CLASS "A" VOTING SHARES. UNLIMITED CLASS "B" VOTING SHARES.

Share Transfers Restrictions: NO SHARE OF THE CAPITAL OF THE CORP SHALL BE TRANSFERRED WITHOUT THE APPROVAL OF MAJORITY OF THE DIRECTORS OF THE CORPORATION.

Min Number Of Directors: 1

Max Number Of Directors: 7

Business Restricted To: NONE

Business Restricted From: NONE

Other Provisions: NONE
Registration Date: 2015/05/20

Continuances

No Records returned

Director / Shareholder / Liquidator

Last Name	First Name	Middle Name
CHOUFI	HUSSEIN	
GUTAMA	MELESSE	
GUTAMA	MELESSE	
HUSS	CHOUFI	

Agent for Service

No Records returned

Attachment

No Records returned

Annual Return

File Year	Date Filed
2016	2016/05/25
2017	2017/04/25
2018	2019/04/24
2019	2019/04/24
2020	2020/04/27
2021	2021/05/10

Court Registrar Orders

No Records returned

Successor of Amalgamation

No Records returned

Amalgamating Corporations Registered in Alberta

No Records returned

Amalgamating Corporation - Not Registered in Alberta

No Records returned

Successor of Merger

No Records returned

Merging Corporations

No Records returned Not For Resale

DATED: July 29, A.D. 2015

BETWEEN:

VITAL PROPERTY SERVICES INC.
a corporation duly incorporated under the laws of
the Province of Alberta in the Province of Alberta,
(hereinafter called "*the Corporation*")

- and -

MELESSE GUTAMA
an individual residing in the Province of Alberta,
(hereinafter called "*Gutama*")

- and -

HUSS CHOUI
an individual residing in the Province of Alberta,
(hereinafter called "*Choufi*")

COPY

UNANIMOUS SHAREHOLDER AGREEMENT

STEWART BROWNLEE LAW
BARRISTER & SOLICITOR
#202 North Town Centre
9450 137 Ave. NW
Edmonton, Alberta, T5E 6

This is Exhibit " J " referred to in the
Affidavit of

Endale Gutama

Sworn before me this 16 day
of January A.D., 2023

A Commissioner for Oaths in and for
the Province of Alberta

David Archibold
Barrister & Solicitor

THIS AGREEMENT made the _____ day of _____, 2015.

B E T W E E N:

VITAL PROPERTY SERVICES INC.
a corporation duly incorporated under the laws of
the Province of Alberta in the Province of Alberta,
(hereinafter called "*the Corporation*")

- and -

MELESSE GUTAMA
an individual residing in the Province of Alberta,
(hereinafter called "*Gutama*")

- and -

HUSS CHOUFI
an individual residing in the Province of Alberta,
(hereinafter called "*Choufi*")

UNANIMOUS SHAREHOLDER AGREEMENT

WHEREAS the Corporation was duly incorporated pursuant to the laws of the Province of Alberta, on May 20, 2015;

AND WHEREAS the Shareholders wish to determine their rights and responsibilities to purchase the shares of one another in various circumstances and to otherwise deal with those matters permitted to be dealt with under the *Business Corporations Act* of Alberta.

AND WHEREAS the Corporation is authorized to issue an unlimited number of common shares without par value;

AND WHEREAS the shareholders currently registered on the books and records of the Corporation are as follows:

<u>SHAREHOLDER</u>	<u>COMMON SHARE</u>	<u>STATED CAPITAL</u>
Melesse Gutama	50 Class "A"	\$1.00 per share

AND WHEREAS the above-noted shares constitute all of the presently issued and outstanding shares in the capital stock of the Corporation, which shares are free and clear of any liens, claims and encumbrances whatsoever;

AND WHEREAS the parties have agreed to enter into this Agreement for the purposes of recording the manner by which the affairs of the Corporation shall be conducted and to provide for their respective obligations with respect to the Corporation.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants herein contained and for other good and valuable consideration, the parties agree as follows:

ARTICLE 1 – TERMINATION OF PRIOR AGREEMENTS

- 1.1 All prior agreements among some or all of the parties hereto regarding the organization and affairs of the Corporation and/or the sale of any Shareholder's shares of the Corporation under certain circumstances, whether written or oral, are hereby terminated.

ARTICLE 2 - DEFINITIONS

- 2.1 In this Agreement, unless there is something in the subject matter or context inconsistent therewith:
- (a) "Board" means the Board of Directors as elected by the Shareholders from time to time;
 - (b) "Business Day" means any day that is not a Saturday, Sunday or statutory holiday in the Province of Alberta;
 - (c) "convey" means sell, assign, transfer or otherwise dispose of;
 - (d) "person" means and includes any individual, corporation, partnership, firm, joint venture, syndicate, trust or trustee, association or other form of entity or organization;
 - (e) "Place of Closing" means such place as may be agreed upon by the vendor and purchaser in the subject transaction;
 - (f) "Share" means an issued and outstanding share in the capital stock of the Corporation and "Shares" means all issued and outstanding shares in the capital stock of the Corporation;
 - (g) "Shareholders" means Melesse Gutama and Huss Choufi, collectively and "Shareholder" means any one of them, individually;

- (h) **"this Agreement", "hereto", "herein", "hereby", "hereunder", "hereof", and similar expressions refer to this Agreement and not to any particular section, subsection, paragraph, or other portion of this Agreement; and**
- (i) **"Time of Closing" means two o'clock p.m. Mountain time or such other time as may be agreed to by the vendor and purchaser in the subject transaction.**

ARTICLE 3 - AFFAIRS OF THE CORPORATION

- 3.1 The shareholders hereto shall each vote or cause their nominees to vote all voting shares which they own or control in the capital stock of the Corporation, and to cause such meetings of the Corporation to be held, resolutions passed, articles enacted, agreements and other documents signed, and other acts and things performed and done as may be required to provide for the following arrangement in connection with the affairs of the Corporation unless otherwise agreed in writing between them and further covenant and agree that they will not act or vote in any manner which would prevent the accomplishment of the following purposes or would be in contravention of the following:
- (a) The affairs of the Corporation shall be managed by a Board of two (2) directors, which shall at all times consist of one (1) nominee of Melesse Gutama and one (1) nominee of Huss Choufi. Should any vacancy occur on the Board, such vacancy shall be filled forthwith by the Shareholder whose nominee caused the vacancy;
 - (b) The officers of the Corporation shall be such other officers as the Shareholders may mutually agree,
 - (c) Each director shall have only one vote at any meeting of the Board and the chairman of any such meeting shall not have an additional or tie-casting vote. Similarly, each Shareholder shall have one (1) vote for each Share held by him at any shareholders' meeting and the chairman of such meeting shall not have an additional or tie-casting vote;
 - (d) A quorum for a meeting of the directors of the Corporation shall be two (2) directors and a quorum for a meeting of the Shareholders of the Corporation shall be such persons personally present and holding or representing sixty-five (65%) percent of the voting shares issued and outstanding;
 - (e) No meeting of the Shareholders or directors shall be held unless and until the notice of the said meeting shall have been sent by prepaid registered mail to all persons entitled to notice, in the case of Shareholders at least ten (10) business days, or in the case of directors at least ten (10) days, before the date fixed for the holding of such meeting; provided, however, that the time for such meeting may be shortened and such notice may be waived in writing by the parties entitled thereto;
 - (f) A meeting of the directors may be called by one of the directors and a special meeting of the Shareholders may be called by any one of the Shareholders;
 - (g) Except as expressly permitted by this Agreement, no officer, director, Shareholder or persons related thereto as defined by the *Income Tax Act* (Canada) shall be employed by the Corporation or be paid any salary, wage, commission, bonus or other remuneration by the Corporation except upon the unanimous consent of the directors;

- (h) There will be no change in the Articles of Incorporation or by-laws of the Corporation without the consent of the holders of one hundred percent (100%) of the voting Shares, if any such change would affect the respective positions of the parties hereunder;
- (i) Except as expressly permitted by this Agreement, without the prior consent of the holders of one hundred percent (100%) of the Shares:

 - (i) The Corporation shall not enter into any agreement or make any offer or grant any right capable of becoming an agreement to, and shall not, issue shares or any other securities of the Corporation;
 - (ii) The Corporation shall not pay any dividend or make any other distribution of its shares or make any payment for the purchase, redemption or retirement of any of its shares or otherwise return any capital to or make any distribution of assets or surplus to holders of its shares;
 - (iii) No Shareholder shall sell, assign, transfer, mortgage, pledge, hypothecate, or otherwise dispose of, alienate or in any way encumber or create a security interest in, or grant any option on any of the Shares or securities convertible into or exercisable or exchangeable for shares of the Corporation owned by him;
 - (iv) The Corporation shall not sell, lease, exchange, transfer or dispose of its assets and undertaking or any part thereof as an entirety or substantially as an entirety;
 - (v) The Corporation shall not acquire shares in any other corporation;
 - (vi) There shall be no amalgamation or merger of the Corporation with any other body corporate, nor any corporate reorganization of the Corporation of any kind, nor any continuation, dissolution, liquidation or winding-up of the Corporation;
 - (vii) No lands shall be purchased by the Corporation;
 - (viii) The Corporation shall not make any material change in the nature of its business;
 - (ix) The Corporation shall not enter into any transaction other than on normal commercial terms at arm's length;
- (j) It is further agreed that none of the Shareholders to this Agreement shall other than as required in the ordinary course of business:

 - (i) Divulge to any person, firm or corporation any name, address or requirement of any customer of the Corporation and/or any of its subsidiaries or of any person, firm or corporation likely to become a customer of the Corporation and/or of its subsidiaries;
 - (ii) Divulge to any person, firm or corporation any process, method or device of the Corporation and/or any of its subsidiaries or other information whether of the foregoing character or not acquired as a result

of the Shareholder's involvement with the Corporation and/or any of its subsidiaries; or

- (iii) Attempt to obtain the withdrawal from the employment of the Corporation and/or its subsidiaries of any persons then in the employ of the Corporation or any of its subsidiaries,
 - (k) The Corporation's bank shall be such bank as the Board from time to time determines;
 - (l) The accountant for the Corporation shall such accountant as may be appointed by the Shareholders; and
 - (m) The determination of the net profits and the preparation of the Corporation's financial statements by the said auditor and/or accountant shall be final and binding upon the parties hereto, except for errors and omissions. All costs in connection with such service shall be borne by the Corporation. Provided, however, that any of the parties may, at their own costs, engage an auditor or accountant to examine the books and records of the Corporation and such auditors or accountants shall have full access to such books.
- 3.2 The parties hereto, save for the Corporation, agree that they will at all times be faithful and honest to each other and do their utmost to further the interests of the Corporation. It is distinctly understood and agreed that the parties hereto shall work in harmony.
- 3.3 All cheques shall be signed by any two of the officers of the Corporation.
- 3.4 Any additional capital stock in the Corporation acquired by any of the parties hereto whether by purchase, gift, stock, dividend or otherwise shall become subject to the within Agreement upon the same terms and conditions as the stock presently owned or controlled by them. The parties hereto shall execute such further or other documents, cause such meetings to be held, resolutions passed and by-laws enacted, exercise their votes and influence and do and perform, and cause to be done or performed such further and other actions or things as may be necessary or desirable to give full effect to the within Agreement.
- 3.5 Proper books of account and entries shall be made therein of all matters, transactions and things as are usually written and entered in books of account kept by Corporations engaged in concerns of a similar nature together with all books, securities, letters and other things belonging to or concerning how the Corporation's business is being carried on and each of the Shareholders shall have free access at all times to examine and copy them and shall at all times furnish to the other correct information, accounts and statements of and concerning all transactions pertaining to the Corporation without any concealment or suppression.
- 3.6 Meetings of Board and or/Shareholders of the Corporation may be held at any place within or outside of Alberta. If all the directors and/or Shareholders of the Corporation, as the case may be, present at or participating in a meeting consent, a meeting of directors, or of Shareholders may be held by means of such telephone, electronic or other communication facilities as permit all persons participating in the meeting to communicate with each other simultaneously and instantaneously, and a director and/or Shareholder, as the case may be,

participating in such a meeting by such means is deemed for the purposes of the Agreement to be present at that meeting.

ARTICLE 4 - LOANS AND GUARANTEES

- 4.1 The Corporation acknowledges that as at the date hereof, it is not indebted to any Shareholders under loans
- 4.2 It is agreed that additional funds required for the carrying on of the business of the Corporation shall be obtained, to the greatest extent possible, by borrowing from a chartered bank or other lender. The decision whether such funds are required, from whom such funds will be borrowed, and the terms and conditions of such borrowing shall be determined by the Board from time to time. Each of the Shareholders covenants to use their best reasonable efforts to obtain such documents and statements as may be required by such bank or other lender.
- 4.3 If, notwithstanding compliance by the Shareholders with section 4.2, the Corporation shall not have obtained all or part of the funds from a bank or other lender, then, any of the Shareholders may, but shall not be required to, advance funds by way of loan to the Corporation from time to time and such loans shall bear such terms and be payable in the manner agreed by such Shareholder and the Corporation from time to time (such loans being hereinafter referred to as "Party Indebtedness").
- 4.4 The Shareholders covenant and agree to cause the Corporation to make the following payments, subject to the financial ability of the Corporation, in the following order of priorities:
 - (a) to pay interest and principal to the Corporation's bankers in accordance with the terms of the loan or loans from such bankers;
 - (b) to pay interest and repay principal sums on Party Indebtedness to the Shareholders firstly to equalize the Party Indebtedness and thereafter in equal amounts without preference or priority, one over the other, at such time and from time to time as the Corporation is in a financial position to do so;
 - (c) to pay interest, if any, and repay principal sums of the Shareholders' Loans, *pro rata*, at such times and from time to time as the Corporation is in a financial position to do so; and
 - (d) to pay dividends to the Shareholders and management bonuses to the directors and/or officers in such amounts and at such times as the Board may determine.
- 4.5 If guarantees from each of the Shareholders are required for any borrowings by the Corporation, Melesse Gutama and Huss Choufi agree that they shall attempt to obtain such funds upon their several guarantees only with each one guaranteeing (50%) of the Corporation's obligation to repay such funds; provided that if such funds can only be obtained upon the joint and several guarantees of the Shareholders, then the Shareholders will execute and deliver such joint and several guarantees or other assurances as may be required in that regard.
- 4.6 To the extent that any Shareholder or any firm, person or corporation on behalf of him has guaranteed the obligation of the Corporation to any bank, lender or other creditor as of the

date of this Agreement, the Shareholders hereby covenant and agree that they will use their best efforts to replace such guarantees with the several guarantees of the Shareholders, with each Shareholder guaranteeing their percentage, in accordance with section 5.6, of all amounts previously guaranteed by the Shareholders, and/or any person, firm or corporation on behalf of him. If the Shareholders are unable to replace such guarantees as aforesaid, then the Shareholders will replace such guarantees with their joint and several guarantees.

- 4.7 The Shareholders covenant that to the extent that any Shareholder, or any person, firm or corporation on behalf of him, has guaranteed or will in the future guarantee any liabilities of or obligations owing by the Corporation to any bank, lender or creditor, the Shareholders will share any liabilities of or payments made by any of them pursuant to any such guarantee.
- 4.8 To the extent that any Shareholder (the "Payor"), is required to pay more than their proportionate share of liabilities under any guarantee as aforesaid then, the other of them (the "Indemnifier") shall indemnify and pay to the Payor the amount of such excess upon demand.

ARTICLE 5 - INTERPRETATION

- 5.1 All payments contemplated herein shall be paid in Canadian funds, in cash or by certified cheque.
- 5.2 All words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to as each case requires and all verbs shall be read and construed as agreeing with the required word and pronoun.
- 5.3 If any Article, Section or any portion of any Section of this Agreement is determined to be unenforceable or invalid by all of the parties or by the decision of any court of competent jurisdiction which is not appealed or appealable, for any reason whatsoever, that unenforceability or invalidity shall not affect the enforceability or validity of the remaining portions of this Agreement and such unenforceable or invalid Article, Section or portion thereof shall be severed from the remainder of this Agreement.
- 5.4 The division of this Agreement into Articles and Sections is for convenience of reference only and shall not affect the interpretation or construction of this Agreement.
- 5.5 This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by the laws of the Province of Alberta. Each of the parties hereto hereby irrevocably attorns to the jurisdiction of the courts of the Province of Alberta.
- 5.6 Time shall be of the essence in this Agreement and of every part hereof and no extension or variation of this Agreement shall operate as a waiver of this provision.
- 5.7 When calculating the period of time within which or following which any act is to be done or step taken pursuant to this Agreement, the date which is the reference day in calculating such period shall be excluded. If the last day of such period is a non-business day, the period in question shall end on the next business day.

ARTICLE 6 - PRE-EMPTIVE RIGHTS

- 6.1 Except as the Shareholders shall otherwise unanimously agree, each offering by the Corporation of Shares shall be made in accordance with this Article 6;
- 6.2 Each offer shall be made to the then Shareholders as nearly as may be in proportion to the number of Shares respectively held by the Shareholders at the date of the offer.
- 6.3 Each offer shall be made in writing by an officer of the Corporation, shall indicate the price at which the Shares are being offered (the price to be determined from time to time by the Board) shall state the use of the proceeds of the issue and shall state that any Shareholder who desires to subscribe for the Shares in excess of their proportion shall, in their subscription, specify the number of shares in excess of their proportion which the Shareholder desires to purchase. If any Shareholder does not subscribe for their proportion, the unsubscribed Shares shall be used to satisfy the subscriptions of the Shareholders for Shares in excess of their proportion. If the subscriptions in excess are more than sufficient to exhaust the unsubscribed Shares, the unsubscribed Shares shall be divided *pro rata* among the Shareholders desiring Shares in excess of their proportion in proportion to the number of Shares held by them respectively at the date of the offer, but no Shareholder shall be bound to take any Shares in excess of the amount the Shareholder so desires.
- 6.4 If the Shares of any issue shall not be capable, without division into fractions, of being offered to or being divided among the Shareholders in the proportion above-mentioned, the same shall be offered to or divided among Shareholders as nearly as may be in these proportions and any balance shall be offered to or divided among the Shareholders or some of them in such manner as may be determined by the Board.
- 6.5 If all of the Shares of any issue are not subscribed for within a period of thirty (30) days after the same are offered to the Shareholders pursuant to the provisions of this Article, the Corporation shall, during the following period of sixty (60) days, offer all or any of the Shares not taken up by the Shareholders to any person who is not a Shareholder, but the price at which the Shares may be allotted and sold shall not be less than the subscription price offered to the Shareholders and the terms shall be no less favourable than those offered to the Shareholders, pursuant to this Article.
- 6.6 Every issue of Shares shall be subject to the condition that the subscriber therefor shall, if not a party hereto, agree to be bound by the terms of this Agreement and become a party hereto.

ARTICLE 7 - RIGHT OF FIRST REFUSAL IN CERTAIN CIRCUMSTANCES

- 7.1 A Right of First Refusal shall exist as described in Schedule 1 to this Agreement.

ARTICLE 8 - GENERAL PROVISIONS RELATING TO THE PURCHASE AND SALE OF SHARES

- 8.1 In the event of the sale of Shares pursuant to any of the provisions of this Agreement except as otherwise specifically provided for under an agreement of purchase and sale contemplated in this Agreement, the party selling shall in this section be referred to as the "Seller" and the party or parties purchasing shall in this section be referred to as the "Purchaser" and the following provisions shall apply:

- (a) The date scheduled for closing (the "Closing") may be at any earlier or later date agreed to and fixed by the parties hereto;
- (b) The Seller and any nominee of the Seller shall resign from the Board and from any office or employment with the Corporation;
- (c) If upon the date set for the Closing, the Corporation shall be indebted to the Seller for a shareholder's advance recorded on the books of the Corporation and verified by the auditor of the Corporation, such indebtedness shall be paid to the Seller by the Corporation at the time of closing or the Purchaser shall pay the same to the Seller in addition to the purchase price and the Seller shall assign the said claim to the Purchaser;
- (d) If, upon the date set for Closing, the Seller shall be indebted to the Corporation in an amount recorded on the books of the Corporation and verified by the auditor of the Corporation, the Purchaser shall be entitled to pay, satisfy and discharge all or any portion of such indebtedness and to receive and to take credit against the Purchase Price for the amount or amounts so paid on account of such indebtedness;
- (e) The Seller shall contemporaneously with the execution of this transaction execute and deliver to the Purchaser all such notices, documents and other assurances as may be necessary to enable the Purchaser to exercise voting control of the Shares of the Seller;
- (f) If all or any portion of the monies to be paid by the Purchaser to the Seller are not paid on Closing, the Seller shall deliver to the solicitor of the Corporation the certificate or certificates representing the Shares duly endorsed in blank for transfer or accompanied by a duly endorsed blank stock transfer power and the Purchaser shall deliver to the Seller a promissory note executed by the Purchaser under seal evidencing the unpaid balance of the purchase price. The shares shall be held in escrow by the solicitor (hereinafter in this section referred to as the "Escrow Agent") of the Corporation until the Purchaser shall have paid the unpaid balance of the purchase price in full in accordance with the terms and conditions of the accepted or deemed accepted offer, as the case may be;
- (g) Subject as hereinafter provided, if the Purchaser is in default for more than thirty (30) days in respect of the payment of an instalment of the purchase price for the Shares, the Escrow Agent will, at the request of the Seller, return all the Shares of the Seller who shall be entitled to re-transfer the Shares into the Seller's own name. The Seller shall thereupon be entitled to retain the portion of the purchase price therefore received by him and retain the Shares as the Seller's own property absolutely and the Purchaser shall be discharged from liability for payment of the remaining balance of the purchase price;
- (h) Until the purchase price shall have been paid in full, the Seller shall not, until the Purchaser is in default, be entitled to any dividends or other distributions which may be declared or become payable on the Shares being sold and any such dividends or other distributions shall be paid by the Corporation to the Escrow Agent, who is holding the Shares in escrow. To the extent that such dividends or other distributions are in cash, they shall be applied by the said Escrow Agent in payment of the purchase price for the Shares and to the extent that such dividends are not paid in

cash, they shall be held by the Escrow Agent on the same terms and conditions as the Shares. Further, as long as the Purchaser is not in default in respect of the purchase price for the Shares, the Escrow Agent shall execute and deliver to the Purchaser such instruments of proxy with respect to the Shares as the Purchaser may reasonably request;

- (i) Upon payment in full by the Purchaser of the purchase price for the Shares as herein provided, the Escrow Agent shall deliver to the Purchaser the certificates representing the Shares duly endorsed in blank for transfer or accompanied by a stock transfer power of attorney duly executed in blank;
- (j) In the event the Purchaser is in default as herein provided, the Escrow Agent shall thereafter, while the Purchaser continues to hold the Shares, receive all dividends, stock dividends and other distributions from time to time in respect thereof, solely and exclusively for the account of and subject in all respects to the direction of the Seller. In addition, the Escrow Agent shall, at the direction of the Seller in the event of such default, revoke all previous proxies issued by him to the Purchaser and shall issue, at the request of the Seller, new proxies to the Seller;
- (k) In the event the solicitor of the Corporation refuses or is unwilling to act as Escrow Agent for the purposes described herein, the parties hereto shall appoint the general manager of the branch of the Chartered Bank of the Corporation at the time of the Closing to act as Escrow Agent and if such general manager refuses or is unable to assume the duties of Escrow Agent hereunder, the parties hereto shall select a Trust Company licensed to carry on business to so act as Escrow Agent hereunder and each of the parties hereto shall pay the necessary fees and expenses of any such Escrow Agent in equal proportions and the provisions contained herein respecting the duties of the solicitor acting as Escrow Agent shall apply to any such general manager or Trust Company, *mutatis mutandis*;
- (l) If, on the date of closing, the Seller is responsible on any covenant to or for the liabilities of the Corporation, the Purchaser shall use best efforts to procure for the Seller and deliver to the Seller at the time of closing, a release from any such covenants or guarantee;
- (m) If on the date of Closing, the Seller shall have furnished a guarantee or lodged any securities with any person, including the Corporation's bankers, to secure any indebtedness of the Corporation, then the Purchaser shall use best efforts to discharge and release the guarantee and to deliver such securities free and clear from any claims in connection with such indebtedness, to the Seller. In the event that the Purchaser is unable to do so, the Purchaser shall execute all such documents as may be reasonably required in order to indemnify and save harmless the Seller in relation thereto;
- (n) The Purchaser shall deliver to the Seller a covenant to save harmless and keep indemnified the Seller, and the Seller's heirs, executors and administrators, successors, personal representatives and permitted assigns, from and against all losses, costs, expenses and damages whatsoever which may be incurred by reason of any action or proceeding or claim which shall or may be brought or instituted against the Seller in respect of any debt or obligation of the Corporation that may arise

subsequent to the completion of this transaction including, without limiting the generality of the foregoing, any claim that may hereinafter arise as based upon the Income Tax Act (Canada) or any amendments thereto;

- (o) If, on the date of Closing, the Seller shall for any reason fail or refuse to complete the transaction, the Purchaser shall have the right upon such default (without prejudice to any other rights which the Purchaser may have at law or in equity) upon payment by the Purchaser of the balance due on closing (less or plus any adjustments herein permitted) to the credit of the Seller in any Chartered Bank, or the solicitors for the Corporation on behalf of and in the name of the Seller to complete the transaction as aforesaid, and to obtain or cause the Escrow Agent to obtain the delivery of all share certificates to which the Purchaser is entitled and the Seller hereby irrevocably constitutes the Purchaser the true and lawful attorney of the Seller to complete the transaction and to execute any and every document necessary in that behalf; and
- (p) Notwithstanding any term or provision in this Agreement to the contrary, upon any sale provisions hereinbefore referred to anywhere in this Agreement, being invoked or becoming operative pursuant to the provisions of this Agreement, no other offer or notice of sale or intention of sale shall be given or accepted until the closing or termination of the operative transaction.

8.2 As expeditiously as possible after the closing of the transaction of the purchase and sale, the remaining shareholders shall execute a new agreement containing the same terms and conditions as herein contained, with such amendments as may be necessary to provide for the changes required as a result of the change in the shareholders of the Corporation, or as they may be mutually agreed upon, and pending the execution of such new agreement, all of the terms and provisions herein contained shall remain in full force and effect, insofar as the same may be applicable.

ARTICLE 9 - INCAPACITY AND DISABILITY

9.1 Upon the incapacity or disability of a shareholder the provisions of Schedule 2 to this Agreement shall govern.

ARTICLE 10 - DEATH

10.1 Upon the death of a shareholder the provisions of Schedule 3 to this Agreement shall govern.

ARTICLE 11 - NON-COMPETITION

11.1 None of the Shareholders will, without the prior written consent of the other Shareholders, at any time while a Shareholder of the Corporation and for a period of three (3) years after he ceases to be a Shareholder of the Corporation, either individually or in partnership or jointly or in conjunction with any person as principal, agent, employee, shareholder (other than a holding of shares listed on a Canadian or United States stock exchange that does not exceed five percent (5%) of the outstanding shares so listed) or in any other manner whatsoever carry on or be engaged in or be concerned with or interested in or advise, lend money to, guarantee the debts or obligations of or permit the Shareholder's name or any part thereof to be used or employed by any person engaged in or concerned with or interested in any business similar to or competitive with the business carried on by the Corporation within the Province of Alberta or, if the Shareholder has ceased to be a Shareholder of the Corporation, any business similar to or competitive with the business

carried on by the Corporation at the time such Shareholder ceased to be a shareholder of the Corporation.

ARTICLE 12- MATRIMONIAL PROPERTY AND DIVORCE

12.1 If at any time during the continuance of this Agreement an application or proceeding is brought by a Shareholder or the spouse or former spouse of a Shareholder under matrimonial property or divorce legislation, or under any similar rights at common-law from time to time, to determine the entitlement of the spouse or former spouse to the net family property of such Shareholder (hereinafter called the Selling Shareholder), and the Selling Shareholder shall not have produced evidence reasonably satisfactory to the other Shareholders, within ninety (90) days of the date on which such application or proceeding is brought (the "Settlement Period"), that the financial claims of such spouse or former spouse to such entitlement can be settled without in any way, directly or indirectly, affecting, encumbering or interfering with the holding of Shares by the Selling Shareholder, then the Selling Shareholder shall give notice of such event to the other Shareholders and the other Shareholders shall have the right, exercisable by notice to the Selling Shareholder within sixty (60) days after the giving of notice by the Selling Shareholder, to purchase, each in proportion to their beneficial ownership of Shares in the Corporation, at a price equal to the fair value thereof (as defined in Section 11.1 hereof) at the time of the expiry of the Settlement Period, all, but not less than all, of the Shares owned by the Selling Shareholder. In the event that the Selling Shareholder shall fail to give notice of the aforesaid application or proceeding or of the failure to effect settlement thereof, the other Shareholders may, notwithstanding such failure, exercise their right to purchase, each in proportion to their beneficial ownership of Shares in the Corporation, all (but not less than all) of the Shares owned by the Selling Shareholder by notice to the Selling Shareholder within sixty (60) days after expiry of the Settlement Period or within sixty (60) days of learning of the aforesaid application or proceeding, whichever is the later (the "Notice Period"). The said purchase and sale shall be completed within fifteen (15) days after the expiry of the Notice Period.

In the event any Shareholder does not exercise their right to purchase hereunder, the remaining Shareholders shall have the right, exercisable by notice to the Selling Shareholder within thirty (30) days after expiry of the Notice Period, to purchase, each in proportion to their beneficial ownership of Shares in the Corporation, the Shares for which such Shareholder has not exercised their option to purchase.

12.2 For the purposes of Section 13.1 hereof, the "fair value" of the shares owned by the Selling Shareholder shall be the fair market value thereof.

ARTICLE 13 - GENERAL PROVISIONS

13.1 The parties hereto covenant and agree that a copy of this Agreement shall be inserted in the minute book of the Corporation and that any certificates representing Shares in the Corporation heretofore issued and hereafter issued shall legibly and conspicuously state thereon as follows:

The class or series of shares that this Share Certificate represents is subject to the provisions of a Shareholders Agreement containing, among other things, restrictions on the sale, transfer or other disposition of these shares.

- 13.2 The provisions of this Agreement relating to the Shares shall apply *mutatis mutandis* to any shares or securities into which such Shares may be converted, reclassified, divided, redesignated, subdivided or consolidated, to any shares or securities which are received by the parties hereto as a stock dividend or distribution payable in shares or securities of the Corporation and to any shares or securities of the Corporation or of any successor or continuing corporation which may be received by the parties hereto on a reorganization, amalgamation or consolidation.
- 13.3 Nothing in this Agreement shall be deemed in any way or for any purpose to constitute any party a partner of any other party to this Agreement in the conduct of any business or otherwise a member of a joint venture or joint enterprise with any other party to this Agreement.
- 13.4 All notices, consents, approvals, statements, authorizations, documents, or other communications (collectively "Notice") required or permitted to be given hereunder shall be in writing, and shall be delivered personally, transmitted by facsimile machine or mailed by registered mail, postage prepaid, to the said parties at their respective addresses set forth hereunder, namely:
- (i) in the case of Melesse Gutama to:
 - 15911 – 95 St.
Edmonton, Alberta
T5Z 0E9
 - (ii) in the case of Huss Choufi to:
 - 15508 – 74 St.
Edmonton, Alberta
T5Z 2Y1
 - (iii) in the case of the Corporation to:
 - 12304 – 96 St. N.W.
Edmonton, Alberta
T5G 1W5

or at any such address or addresses as may be given by any of them to the other in writing from time to time. Such Notice, if mailed, shall be deemed to have been given on the fourth business day (except Saturdays and Sundays) following such mailing, or, if delivered personally, or transmitted, shall be deemed to have been given on the day of delivery or transmittal, if a business day, or if not a business day, on the business day next following the day of delivery; provided that if such Notice shall have been mailed and if regular mail service shall be interrupted by strike or other irregularity before the deemed receipt of such Notice as aforesaid, then such Notice shall not be effective unless delivered or transmitted.

- 13.5 Each of the parties hereto covenants and agrees that they, their heirs, executors, administrators, successors and assigns will sign such further agreements, assurances, papers and documents, attend such meetings, enact such by-laws, and pass such resolutions and exercise such votes and influence and do and perform and cause to be done and performed

such further and other acts and things as may be necessary or desirable from time to time in order to give full force and effect to this Agreement and every part thereof.

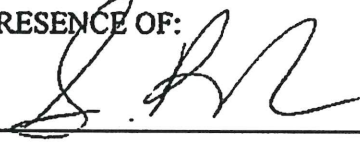
- 13.6 Each of the parties hereto hereby agree that the Shareholder will at all times be faithful to the others and will do their best to further the interests of the Corporation and will at all times cast their votes for the election of the persons as herein provided as officers and directors of the Corporation, and will at no time cast their vote as a director or shareholder for the purpose of ousting the other parties hereto from office, nor shall any of the parties hereto take any measure by way of entering into a conspiracy or agreement for the purpose of ousting the other parties hereto from office or for doing that which may prove detrimental to the interests of any of the parties hereto.
- 13.7 This Agreement expresses the final Agreement amongst the parties hereto with respect to all matters herein and its execution has not been induced, nor do any of the parties hereto rely upon or regard as material any representations or promises whatsoever not incorporated herein or made a part hereof, and it shall not be altered, amended or qualified except by memorandum in writing signed by all of the parties hereto, and any alteration, amendment or qualification thereof, shall be null and void and shall not be binding upon any such party unless made and recorded as aforesaid.
- 13.8 This Agreement supersedes any previous agreement in writing or otherwise made amongst the parties hereto in connection with their relationship as Shareholders of the Corporation.
- 13.9 This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.
- 13.10 This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.
- 13.11 Each party hereby agrees that all provisions of this Agreement shall forever survive the execution and delivery of this Agreement and any and all documents delivered in connection herewith.
- 13.12 This Agreement and the schedules referred to herein constitute the entire Agreement between the parties hereto with respect to the subject matter thereof and supersede all prior letters of intent, agreements, representations, warranties, statements, promises, information, arrangements and understandings, whether oral or written, express or implied, with respect to the subject matter thereof.
- 13.13 It is agreed that if any conflict shall appear between the by-laws and resolutions of the Corporation and the provisions hereof, that as between the parties hereto, the provisions of this Agreement shall govern rather than the provisions of such by-laws and resolutions and any such conflict shall be resolved by appropriate amendments to such by-laws and resolutions.
- 13.14 Every issue of shares shall be subject to the condition that each subscriber shall, if not already a party hereto, agree to be bound by the terms hereof and become a party hereto and to execute, along with the shareholders existing at the time, a new shareholder agreement containing the same terms and conditions as herein contained, with such amendments as may be necessary to provide for the changes required as a result of the change in the shareholders of the Corporation, or as they may be mutually agreed upon.

13.15 This Agreement shall terminate upon the occurrence of any one of the following events:

- (a)** the written agreement of the Shareholders to that effect;
- (b)** the bankruptcy, receivership or dissolution of the Corporation;
- (c)** the death of all the shareholders simultaneously or within a period of thirty (30) days;
- (d)** the transfer of all of the shares in the capital stock of the Corporation to one Shareholder.

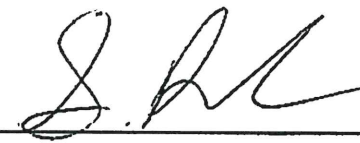
IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the day, month and year first above written.

SIGNED, SEALED AND
DELIVERED IN THE
PRESENCE OF:



as to the signature of
Melesse Gutama

)
)
)
)
)
_____)Melesse Gutama

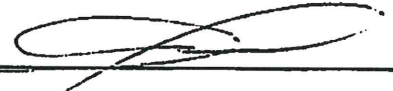


as to the signature of
Huss Choufi

)
)
)
)
)
_____)Huss Choufi

Vital Property Services Inc.

Per:


_____)
Name:
Title: Director

SCHEDULE 1 - RIGHT OF FIRST REFUSAL

(ARTICLE 7)

7.1 In the event that any Shareholder (hereinafter in this section called the "Offeror") shall receive a bona fide offer (hereinafter in this section called the "Offer") from any person, firm or corporation dealing at arm's length with the Offeror, to purchase or otherwise acquire all, but not less than all, of the Shares owned by the Offeror, which is acceptable to him, the following shall occur:

(a) The Offeror shall by notice in writing (hereinafter in this section called the "Second Offer") offer to sell such Shares to the other Shareholders (hereinafter in this section called the "Offeree") at the same price and upon the same terms and conditions as are contained in the Offer. The Second Offer shall be accompanied by a copy of the Offer and be irrevocable except with the consent of the Offeree and shall be open for acceptance by the Offeree for a period of thirty (30) days from the date upon which such notice was given.

(b) If within the said thirty (30) days, the Second Offer is accepted by the Offeree in writing then it shall become a binding agreement of purchase and sale of the Shares of the Offeror to the Offeree at the price and upon the terms and conditions that are contained in the Second Offer.

(c) If within the said thirty (30) days, the Offeree shall not accept the Second Offer, then the Offeror shall be entitled to sell such Shares to the person, firm or corporation which made the Offer at the price and upon the terms and conditions contained in the Offer, such sale to take place within ninety (90) days from the giving of the aforementioned notice to the Offeree. Before consenting to the transfer of any such shares, the Board shall be entitled to require proof of the date when and the price at which the Offeror has sold its Shares and proof that the sale has been completed upon such terms and conditions as are contained in the Offer. The directors of the Corporation shall refuse to permit the recording of the transfer of any such interest which may have been sold otherwise than in accordance with the provisions of this Section 8.1.

(d) If a sale of the Shares of the Offeror to the third party purchaser is not completed within ninety (90) days from the giving of the notice to the Offeree as aforementioned, no sale of the Shares of the Offeror shall be made without again complying with the provisions of this Section 7.1, and so on from time to time.

7.2 If any of the Shareholders receive an Offer from any person, firm or corporation dealing at arm's length with them to purchase or otherwise acquire all of the issued and outstanding Shares and one of the Shareholders (hereinafter in this section called the "Selling Shareholder") wishes to accept such Offer, then the following shall occur:

(a) The Selling Shareholder shall, by notice in writing (hereinafter in this section called the "Second Offer") offer to sell to the other Shareholders (hereinafter in this section called the "Notified Shareholder") all of the Shares owned or beneficially controlled by the Selling Shareholder, upon the same terms and conditions as are contained in the Offer, except that the purchase price for the Shares of the Selling Shareholder shall be an amount which is in the same ratio to the purchase price for all of the issued Shares that is contained in the Offer as all of the Shares of the Selling Shareholder bear to the total number of the issued Shares. The Second Offer shall be accompanied by a true copy of the Offer. The Second Offer shall be irrevocable except with the consent of the Notified Shareholder and shall be

open for acceptance by the Notified Shareholder for a period of thirty (30) days from the date upon which such notice is given.

(b) If the Second Offer is accepted by the Notified Shareholder in writing then it shall become a binding agreement of purchase and sale and the Selling Shareholder will sell and the Notified Shareholder will purchase all of the issued Shares beneficially owned or controlled by the Selling Shareholder upon the same terms and conditions as are contained in the Offer and for an amount which is in the same ratio to the purchase price for all of the issued Shares that is contained in the Offer as all of the Shares of the Selling Shareholder bear to the total number of issued Shares.

(c) If, within the said period of thirty (30) days, the Notified Shareholder does not accept the Second Offer, the Selling Shareholder shall be entitled to sell all of the Shares owned and controlled by him to the third party purchaser at the price and upon the terms and conditions contained in the Offer, and, in that event, the Notified Shareholder shall also sell all of the Shares owned and controlled by them to the third party purchaser at the price per share and upon the terms and conditions contained in the Offer, such sale to take place within ninety (90) days from the giving of notice to the Notified Shareholder as aforesaid. In the event the Notified Shareholder is called upon to sell their shares in accordance with this subparagraph, the Notified Shareholder hereby irrevocably appoints the Selling Shareholder as its agent and attorney to execute and deliver, on behalf of the Notified Shareholder, such deeds, transfers, share certificates, resignations or other documents as may be reasonably necessary to complete the sale in accordance with the terms of the Offer.

(d) If the sale of all of the issued and outstanding Shares is not completed within ninety (90) days from the giving of notice to the Notified Shareholder as aforesaid, no sale of the said Shares shall be made without again complying with the provisions of this Schedule and so on from time to time.

7.3 The Shareholders agree that in the event they mutually agree to sell a part (but not all) of the Shares of the Corporation owned by them to a third party, such sale shall be made by each of them, pro rata to the Shares owned by each of them at the time of such sale.

SCHEDULE 2 - INCAPACITY AND DISABILITY

(ARTICLE 9)

9.1 If a Shareholder is incapacitated from performing the Shareholder's duties as an employee of the corporation; or, if the Shareholder is unable to manage its own affairs for a period of six (6) consecutive months due to illness or mental or physical disability; or, if the Shareholder has been declared bankrupt or makes an assignment for the benefit of creditors; or, if the Shareholder suffers its Shares to be liable to seizure (such party being in this Schedule referred to as the "Inactive Party"), the remaining Shareholders (hereinafter referred to as the "Active Party") shall have the exclusive right (but not the obligation) to purchase all but not less than all the Shares and indebtedness owned by the Inactive Party at the purchase price to be determined by the Corporation's auditors, which purchase price for the indebtedness shall be the face amount thereof and for the Shares shall be the fair market value thereof, within sixty (60) Business Days of any of the aforesaid events. In the event that the Inactive Party and/or the Active Party disputes the purchase price, as determined by the Corporation's auditors, by giving notice thereof to the other Shareholders within thirty (30) Business Days from the date that the auditors' valuation has been delivered to the Shareholders, then the fair market value of the Shares shall be determined by two independent accredited business appraisers, one of whom shall be designated by the Inactive Party and the other shall be designated by the Active Party. In the event that the two independent accredited business appraisers are unable to agree upon the fair market value of the Shares then for the purposes of this Article 11 the purchase price for the Shares shall be the average of the fair market value thereof as determined by each independent accredited business appraiser. The Shareholders hereby agree that the determination of the purchase price for the Shares as herein provided shall be conclusive and binding upon each of them for the purpose of this Schedule.

The terms of the said purchase shall be as follows:

- (a) the purchase price shall be paid to the Inactive Party in cash or, at the option of the Active Party, may be paid, as to twenty-five percent (25%) thereof, on closing, being no later than ninety (90) Business Days from the date of the determination in writing thereof by the said auditors, and the balance in twelve (12) consecutive equal monthly instalments, the first of which said instalment shall be payable one (1) month next following the closing, together with interest from the closing at a rate equivalent to the prime rate charged by the Corporation's banker, from time to time, calculated and payable monthly upon the balance of the unpaid purchase price, provided that the Active Party shall have the right to prepay the unpaid balance of the purchase price plus accrued interest at any time or times without notice or bonus;
- (b) all other provisions with respect to the purchase of Shares by the Active Party from the Inactive Party shall be in accordance with the provisions of Article 8.

SCHEDULE 3 - DEATH

(ARTICLE 10)

10.1 For the purpose of this Article 12 "Personal Representative" shall mean the person responsible for the administration of the deceased Shareholder's estate and in whom title of the Shares of such deceased Shareholder is or becomes vested and includes, where applicable, the heirs, the executors, the administrators and the Personal Representatives of such deceased Shareholder.

10.2 Upon the death of any Shareholder, the Corporation shall be obligated to purchase and the Personal Representative of the deceased Shareholder shall be obligated to sell all but not less than all of the Shares held by the Personal Representative free of any lien, charge or encumbrance as hereinafter provided.

10.3 The price to be paid for the Shares held by the Personal Representative (hereinafter in this Article called the "Purchase Price"), shall be the fair market value per Share as at the date of death of the deceased Shareholder multiplied by the number of Shares of the Corporation held by the Personal Representative.

10.4 The Corporation shall satisfy the Purchase Price as follows:

(a) as to an amount equal to the aggregate of the insurance proceeds received by the Corporation on the policy or policies of insurance on the life of the deceased Shareholder, by certified cheque on closing;

(b) as to the balance of the Purchase Price, if any, by the execution and delivery to the Personal Representative on closing of a promissory note of the Corporation in an amount equal to such unpaid balance, and providing that the unpaid balance from time to time shall bear interest from the time of closing at the "prime rate" of the Corporation's bank or financial institution, from time to time plus one percent (1%) per annum calculated daily, not in advance. The unpaid balance of the Purchase Price plus the accrued annual interest, shall be paid in thirty-six (36) consecutive monthly instalments commencing one (1) year from the date of closing. Default on any payment of principal or interest, if such default continues for a period of thirty (30) days, shall at the option of the holder of the promissory note cause the entire balance thereof to mature, provided that the Corporation as maker of the promissory note may prepay the amount owing thereunder in whole or in part, in reverse order of maturity, without notice or bonus; and

(c) the surviving Shareholders shall personally guarantee the payment of the promissory note by the Corporation.



May 25, 2022

Via Email: seadah5@gmail.com

Seada Hasen
15911-95 Street
Edmonton, AB T5Z 0E9

Ronald Halabi
Barrister and Solicitor
Sherwood Park, AB
Phone: (780) 570-8448
Ronald@CooperRegel.ca

Jamie Grift, Legal Assistant
Sherwood Park, AB
Phone: (780) 570-8448
Jamie@CooperRegel.ca

Dear Ms. Hasen:

Our File: RH2021

RE: Death of Melesse Gutama – Vital Property Services INC. – Failure to Produce Death Certificate

I represent Vital Property Services INC. (hereinafter referred to as the “Corporation”) regarding the above noted issue.

My client was informed that Mr. Gutama, a director and shareholder of the Corporation, had passed away, in or around December of 2021. Mr. Gutama held a life insurance policy with Ivari with the premiums paid by the Corporation.

Since learning of Mr. Gutama’s death, our client has made extensive efforts to contact you to obtain the necessary information to proceed with the life insurance claim process, however, you have failed to respond. Further, the life insurance provider, Ivari (hereinafter referred to as the “Insurer”), has also made numerous attempts to contact you without response.

As the probable executor or administrator of the estate, you are likely aware that both the estate and the Corporation are beneficiaries under the life insurance policy. You are also likely aware of your obligations under the Corporation’s Unanimous Shareholder Agreement which governs your obligations upon the death of Mr. Gutama.

Your failure to produce the necessary documents and information to the Insurer has resulted in the Corporation suffering significant damages.

77 Chippewa Road
SHERWOOD PARK, AB T5A 0G1
Tel: 780 570-8448
Fax: 780-570-8467
Toll Free: 1-800-994-7477

This is Exhibit X referred to in the Affidavit of Endale Gutama

www.CooperRegel.ca

P.O. Box 383
YELLOWKNIFE, NWT X1A 2N3
Tel: 867-920-4000
Fax: 867-920-7389
Toll Free: 1-800-994-7477

Sworn before me this 16 day
of January, A.D., 2023

[Signature]
A Commissioner for Oaths in and for
the Province of Alberta

David Archibold
Barrister & Solicitor

May 25, 2022

Page 2 of 2

If you fail to produce the required information to the Corporation or Insurer by June 3, 2022, we expect to receive instructions from our client to file a claim against both you and the estate of Mr. Gutama.

The Corporation has neither an obligation nor intent to provide any further notice to you in advance of commencing an action. Please govern yourself accordingly.

Sincerely,

COOPER REGEL LLP

Per: 

RONALD HALABI

Barrister & Solicitor

Ronald@CooperRegel.ca

RH/jg

cc: client

David Archibold

From: David Archibold
Sent: January 16, 2023 9:44 AM
To: Robinson, Greg
Cc: Darlene Irwin; gregory.robinson@dxc.com; Genuino (Jim) Di Pinto
Subject: RE: GUTAMA; Policy 081007075

Importance: High

Greg,

Thank you for your email. We are aware that the designated beneficiary of the policy is Vital Property Services Inc. ("VPS"). The Estate's position is it is a 50% shareholder in VPS. There is also a dispute over whom has authority to speak for VPS (and Tidy Holdings Corporation, a related entity). Accordingly, we advise Ivori that it is our client's position that whomever you are dealing with on behalf of VPS is not authorized to speak for the corporation.

As such, if any payment is made on the insurance in the face of being advised of this dispute over authority and ownership, our client reserves its rights to bring a claim against Ivori for loss and damage arising from such disbursement.

If Ivori has counsel that they utilize in respect to these disputed matters, we would request that they contact us immediately in respect to this matter. Further our client requires that no funds be disbursed without either the resolution of the dispute on ownership and authority, or an Order to that effect from the court (obtained on notice to our client).

Thank you,

David Archibold | Barrister & Solicitor*

Sharek Logan & van Leenen LLP

*Denotes Professional Corporation

📞 [780 413 3179](tel:7804133179) | ✉️ darchibold@sharekco.com | 🌐 yeglaw.ca

Important Notice: This office will not accept documents for service by email, unless we have given express prior written consent to do so.

*This is Exhibit " L " referred to in the
Affidavit of*

Endale Gutama

*Sworn before me this 16 day
of January A.D., 2023*

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

David Archibold
Barrister & Solicitor

From: Robinson, Greg <Greg.Robinson@ivari.ca>
Sent: January 16, 2023 8:05 AM
To: David Archibold <darchibold@sharekco.com>
Cc: diwrin@sharekco.com; gregory.robinson@dxc.com
Subject: GUTAMA; Policy 081007075

Thank you for your email stating that your client is the Estate. However, the Estate is not the designated beneficiary of this life insurance policy contract and therefore has no interest in it. We note we had already been made aware of the death of our life insured and have since been dealing with the designated beneficiary of record.

If your firm represents any other client in this matter, please advise. Thank you.

Greg Robinson
Senior Claims Analyst

DXC Insurance Services, Canada
(416) 883-5628
(855) 806-5057, Ext. 1 (Toll-Free)
www.ivari.ca
ClaimsDepartment@ivari.ca
Gregory.robinson@dxc.com

Back Office on behalf of **ivari**

From: ClaimsDepartment <ClaimsDepartment@ivari.ca>
Sent: January 10, 2023 8:30 AM
To: Robinson, Greg <Greg.Robinson@ivari.ca>
Subject: GUTAMA; Policy 081007075

From: David Archibold <darchibold@sharekco.com>
Sent: Monday, January 9, 2023 2:42 PM
To: ClaimsDepartment <ClaimsDepartment@ivari.ca>
Cc: Darlene Irwin <dirwin@sharekco.com>
Subject: Melesse D. GUTAMA; Policy No. 081007075

Hello, Claims Department. We are counsel for the executors of the estate of Dr. Melesse D. Gutama who we understand to be the beneficiary of Policy 081007075 with you.

We write to advise of the passing of Dr. Gutama on January 15, 2022 in Adis Ababa, Ethiopia. Kindly provide at your absolute earliest the required material you need to make a claim under this policy. Thank you

David Archibold | Barrister & Solicitor*

Sharek Logan & van Leenen LLP

*Denotes Professional Corporation

☎ 780 413 3179
✉ darchibold@sharekco.com
🌐 yeglaw.ca
📍 #2100 Scotia Place, 10060 Jasper Avenue NW
Edmonton, AB T5J 3R8

Sharek & Co.
Barristers and Solicitors

This communication is intended for the recipient(s) to whom it is addressed, and may contain confidential, personal, and/or privileged information. If directed to a client or prospective client, it is subject to solicitor-client privilege. Please contact the sender immediately if you are not an intended recipient of this communication, and do not copy, distribute, or take action relying on it. Distribution, copying or disclosure is, in such circumstances, strictly prohibited. Any communication received in error, or subsequent reply should be deleted or destroyed.

Important Notice: This office will not accept documents for service by email, unless we have given express prior written consent to do so.

The information contained in and/or attached to this message may be confidential and is intended to be delivered to the recipient(s) named above. If you are not an intended addressee (or responsible for delivery of the message to such person), you are requested to destroy this message and kindly notify the sender by reply email. / Les renseignements contenus dans le présent message et/ou joints au présent message sont confidentiels et sont destinés au(x) destinataire(s) ci-dessus. Si vous n'êtes pas le destinataire désigné (ou la personne chargée de l'envoi de ce message au destinataire désigné), veuillez détruire ce message et aviser l'expéditeur par courrier électronique.

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

Date of Search: 2023/01/14
Time of Search: 12:44 PM
Search provided by: SHAREK LOGAN & VAN LEENEN LLP
Service Request Number: 38963229
Customer Reference Number: 16524/GDP

Corporate Access Number: 203172879
Business Number: 105281604
Legal Entity Name: TIDY HOLDINGS CORPORATION

Name History:

Previous Legal Entity Name	Date of Name Change (YYYY/MM/DD)
PANRIM RESOURCES LTD.	1985/11/22
TIDY BUILDING MAINTENANCE LTD.	2015/11/09

Legal Entity Status: Active
Alberta Corporation Type: Named Alberta Corporation
Registration Date: 1984/08/02 YYYY/MM/DD
Date of Last Status Change: 2015/11/09 YYYY/MM/DD

Revival/Restoration Date: 2000/04/15 YYYY/MM/DD

Registered Office:

Street: 12304-96 ST
City: EDMONTON
Province: ALBERTA
Postal Code: T5G1W5

Records Address:

Street: 12304 - 96 STREET NW
City: EDMONTON
Province: ALBERTA
Postal Code: T5G1W5

Email Address: INFO@VITALPROPS.COM

Primary Agent for Service:

This is Exhibit " M " referred to in the Affidavit of

Endale Gutama

Sworn before me this *16* day of *January* A.D., 20 *23*

A Commissioner for Oaths in and for the Province of Alberta

David Archibold
Barrister & Solicitor

Last	First	Middle	Firm	Street	City	Province	Postal	Email

Name	Name	Name	Name				Code	
CHOUFI	HUSSEIN			15508 74 ST NW	EDMONTON	ALBERTA	T5Z2Y1	HUSS@VITALPROPS.COM

Directors:

Last Name: CHOUFI
First Name: BASIMA
Street/Box Number: 15508 74 ST NW
City: EDMONTON
Province: ALBERTA
Postal Code: T5Z2Y1

Last Name: CHOUFI
First Name: HUSSEIN
Street/Box Number: 15508 - 74 STREET
City: EDMONTON
Province: ALBERTA
Postal Code: T5Z2Y1

Voting Shareholders:

Last Name: CHOUFI
First Name: BASIMA
Street: 15508 74 ST NW
City: EDMONTON
Province: ALBERTA
Postal Code: T5Z2Y1
Percent Of Voting Shares: 50

Last Name: CHOUFI
First Name: HUSSEIN
Street: 15508 - 74 STREET
City: EDMONTON
Province: ALBERTA
Postal Code: T5Z2Y1
Percent Of Voting Shares: 50

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: SEE ATTACHMENT
Share Transfers Restrictions: NONE
Min Number Of Directors: 1
Max Number Of Directors: 15
Business Restricted To: NONE
Business Restricted From: NONE
Other Provisions: NONE

Other Information:

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2022	2022/07/27

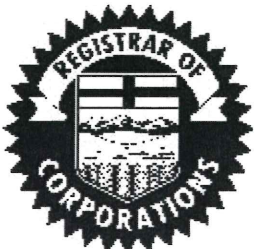
Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2000/02/01	Status Changed to Struck for Failure to File Annual Returns
2000/04/15	Initiate Revival of Alberta Corporation
2000/04/15	Complete Revival of Alberta Corporation
2011/04/07	Change Director / Shareholder
2015/10/02	Status Changed to Start for Failure to File Annual Returns
2015/11/09	Name Change Alberta Corporation
2020/02/17	Update BN
2022/07/27	Enter Annual Returns for Alberta and Extra-Provincial Corp.

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2000/04/15

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 " N " referred to in the
Affidavit of

Endale Gutama

Sworn before me this 16 day

of January A.D., 2023


A Commissioner for Oaths in and for
the Province of Alberta

David Archibold
Barrister & Solicitor

Review Legal Entity History

203172879, 105281604, TIDY HOLDINGS CORPORATION

Service Request Summary

Service Request Number	Transaction Type	Creation Date	Last Updated	Activity Status	Comments
38018679	Enter Annual Returns for Alberta and Extra-Provincial Corp.	2022/07/27	2022/07/27	Complete	
38018525	Enter Annual Returns for Alberta and Extra-Provincial Corp.	2022/07/27	2022/07/27	Complete	
33754943	Enter Annual Returns for Alberta and Extra-Provincial Corp.	2020/07/17	2020/07/17	Complete	
32565657	Update BN	2020/02/17	2020/02/17	Complete	UPDATE BUSINESS NUMBER
31388683	Enter Annual Returns for Alberta and Extra-Provincial Corp.	2019/07/19	2019/07/19	Complete	
30470498	Enter Annual Returns for Alberta and Extra-Provincial Corp.	2019/02/12	2019/02/12	Complete	
27605745	Enter Annual Returns for Alberta and Extra-Provincial Corp.	2017/09/01	2017/09/01	Complete	
25892211	Enter Annual Returns for Alberta and Extra-Provincial Corp.	2016/10/12	2016/10/12	Complete	
24202011	Name Change Alberta Corporation	2015/11/09	2015/11/09	Complete	
24201624	Enter Annual Returns for Alberta and Extra-Provincial Corp.	2015/11/09	2015/11/09	Complete	
24196249	Enter Annual Returns for Alberta and Extra-Provincial Corp.	2015/11/06	2015/11/09	Complete	
24019503	Status Changed to Start for Failure to File Annual Returns	2015/10/02	2015/10/02	Complete	
20801427	Enter Annual Returns for Alberta and Extra-Provincial	2014/01/10	2014/01/10	Complete	

	Corp.					
18593383	Enter Annual Returns for Alberta and Extra-Provincial Corp.	2012/09/25	2012/09/25	Complete		
18039422	Enter Annual Returns for Alberta and Extra-Provincial Corp.	2012/05/25	2012/05/25	Complete		
16192716	Change Director / Shareholder	2011/04/07	2011/04/07	Complete		
15126800	Enter Annual Returns for Alberta and Extra-Provincial Corp.	2010/08/16	2010/08/16	Complete		
13490723	Enter Annual Returns for Alberta and Extra-Provincial Corp.	2009/08/06	2009/08/06	Complete		
11996809	Enter Annual Returns for Alberta and Extra-Provincial Corp.	2008/08/25	2008/08/25	Complete		
10516686	Enter Annual Returns for Alberta and Extra-Provincial Corp.	2007/08/31	2007/08/31	Complete		
8986421	Enter Annual Returns for Alberta and Extra-Provincial Corp.	2006/08/08	2006/08/08	Complete		
7651302	Enter Annual Returns for Alberta and Extra-Provincial Corp.	2005/08/23	2005/08/23	Complete		
6432210	Enter Annual Returns for Alberta and Extra-Provincial Corp.	2004/09/02	2004/09/02	Complete		
5181155	Enter Annual Returns for Alberta and Extra-Provincial Corp.	2003/07/24	2003/07/24	Complete		
4205185	Enter Annual Returns for Alberta and Extra-Provincial Corp.	2002/08/23	2002/08/23	Complete		
3150920	Enter Annual Returns for Alberta and Extra-Provincial Corp.	2001/07/26	2001/07/26	Complete		
2269134	Enter Annual Returns for Alberta and Extra-Provincial Corp.	2000/08/24	2000/08/24	Complete		
1945774	Complete Revival of Alberta Corporation	2000/04/15	2000/04/15	Complete		
1945772	Enter Annual Returns for Alberta and Extra-Provincial Corp.	2000/04/15	2000/04/15	Complete		

1945770	Enter Annual Returns for Alberta and Extra-Provincial Corp.	2000/04/15	2000/04/15	Complete		
1938397	Initiate Revival of Alberta Corporation	2000/04/12	2000/04/15	Complete		
1762237	Status Changed to Struck for Failure to File Annual Returns	2000/02/01	2000/02/01	Complete		
1487606	Status Changed to Start for Failure to File Annual Returns	1999/10/05	1999/10/05	Complete		

Review Legal Entity History

TIDY BUILDING MAINTENANCE LTD.

Not For Resale

Service Request Number: 24201624
Legal Entity Type: Alberta Business Corporation
Alberta Corporation Type: Named Alberta Corporation
Corporate Access Number: 203172879
Legal Entity Name: TIDY BUILDING MAINTENANCE LTD.
Business Number:
Legal Entity Status: Active
Nuans Number: PRE-CONV
Nuans Date: 1984/08/02

REGISTERED ADDRESS

Street/Box Number: 5458 - 136 AVENUE NW
City: EDMONTON
Province: ALBERTA
Postal Code: T5A0E4

RECORDS ADDRESS

Street/Box Number: 12304 - 96 STREET NW
City: EDMONTON
Province: ALBERTA
Postal Code: T5G1W5

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: SEE ATTACHMENT
Share Transfers Restrictions: NONE
Min Number Of Directors: 1
Max Number Of Directors: 15
Business Restricted To: NONE
Business Restricted From: NONE
Other Provisions: NONE
Registration Date: 1984/08/02
Reason For Dissolution: FAILURE TO FILE ANNUAL RETURNS
Reason For Revival: CORPORATION WANTS TO CONTINUE BUSINESS
Revival Date: 2000/04/15 (YYYY/MM/DD)

This is Exhibit " 0 " referred to in the
 Affidavit of
 Endale Gutoma
 Sworn before me this 16 day
 of January A.D., 2023

A Commissioner for Oaths in and for
 the Province of Alberta

David Archibold
 Barrister & Solicitor

Continuances

No Records returned

Director / Shareholder / Liquidator

Last Name	First Name	Middle Name
CHOUFI	HUSSEIN	
CHOUFI	HUSSEIN	
GUTAMA	MELESSE	DAHESSA
GUTAMA	MELESSE	DAHESSA

Agent for Service

No Records returned

Attachment

Attachment Type	Microfilm Bar Code	Date Recorded	Reel	Reel Sequence
Share Structure	ELECTRONIC	2000/04/15		

Annual Return

File Year	Date Filed
1985	
1986	
1987	
1988	
1989	
1990	
1991	
1992	
1993	
1994	
1995	
1996	
1997	1997/09/25
1998	2000/04/15
1999	2000/04/15
2000	2000/08/24
2001	2001/07/26
2002	2002/08/23

2003	2003/07/24
2004	2004/09/02
2005	2005/08/23
2006	2006/08/08
2007	2007/08/31
2008	2008/08/25
2009	2009/08/06
2010	2010/08/16
2011	2012/05/25
2012	2012/09/25
2013	2014/01/10
2014	2015/11/09
2015	2015/11/09

Court Registrar Orders

No Records returned

Successor of Amalgamation

No Records returned

Amalgamating Corporations Registered in Alberta

No Records returned

Amalgamating Corporation - Not Registered in Alberta

No Records returned

Successor of Merger

No Records returned

Merging Corporations

No Records returned Not For Resale

Director / Shareholder / Liquidator

CHOUFI, HUSSEIN,

Director/Shareholder Status: Active
Director/Shareholder Type: Director
Individual / Corporation Type: Individual
Corporate Access Number:
Last Name: CHOUFI
First Name: HUSSEIN
Middle Name:
Street/Box Number: 15508 - 74 STREET
City: EDMONTON
Province: ALBERTA
Postal Code: T5Z2Y1
Country:
Appointment Date: 1111/11/11
Cessation Date:
Percent Of Voting Shares:
Named On Stat Dec:
Stat Dec Director Notice Error:
Letter - Spelling Error:
Letter - For Legal Name Change:

Director / Shareholder / Liquidator

CHOUFI, HUSSEIN,

Director/Shareholder Status: Active
Director/Shareholder Type: Shareholder
Individual / Corporation Type: Individual
Corporate Access Number:
Last Name: CHOEFI
First Name: HUSSEIN
Middle Name:
Street/Box Number: 15508 - 74 STREET
City: EDMONTON
Province: ALBERTA
Postal Code: T5Z2Y1
Country:
Appointment Date:
Cessation Date:
Percent Of Voting Shares: 50
Named On Stat Dec:
Stat Dec Director Notice Error:
Letter - Spelling Error:
Letter - For Legal Name Change:

Director / Shareholder / Liquidator

GUTAMA, MELESSE, DAHESSA

Director/Shareholder Status: Active
Director/Shareholder Type: Director
Individual / Corporation Type: Individual
Corporate Access Number:
Last Name: GUTAMA
First Name: MELESSE
Middle Name: DAHESSA
Street/Box Number: 15911 - 95 STREET NW
City: EDMONTON
Province: ALBERTA
Postal Code: T5Z0E9
Country:
Appointment Date: 2015/10/05
Cessation Date:
Percent Of Voting Shares:
Named On Stat Dec:
Stat Dec Director Notice Error:
Letter - Spelling Error:
Letter - For Legal Name Change:

Director / Shareholder / Liquidator

GUTAMA, MELESSE, DAHESSA

Director/Shareholder Status: Active
Director/Shareholder Type: Shareholder
Individual / Corporation Type: Individual
Corporate Access Number:
Last Name: GUTAMA
First Name: MELESSE
Middle Name: DAHESSA
Street/Box Number: 15911 - 95 STREET NW
City: EDMONTON
Province: ALBERTA
Postal Code: T5Z0G9
Country:
Appointment Date:
Cessation Date:
Percent Of Voting Shares: 50
Named On Stat Dec:
Stat Dec Director Notice Error:
Letter - Spelling Error:
Letter - For Legal Name Change:

Review Legal Entity History

Service Request Information

Service Request Number: 38018525
Transaction Type: Enter Annual Returns for Alberta and Extra-Provincial Corp.
Date Created: 2022/07/27
Date Last Updated: 2022/07/27
Activity Status: Complete

AUTHORIZED REPRESENTATIVE

Last Name: CHOUFI
First Name: HUSSEIN
Middle Name:
Relationship to Legal Entity: Agent of Corporation
Comments:

[View Legal Entity Information](#)
 [Certified Copy of Transaction](#)
 [Print Certified Copy of Information](#)

This is Exhibit " P " referred to in the
 Affidavit of
 Endale Gutama
 Sworn before me this 16 day
 of January A.D., 20 23
 A Commissioner for Oaths in and for
 the Province of Alberta

David Archibold
 Barrister & Solicitor

Review Legal Entity History

Service Request Information

Service Request Number: 38018679
Transaction Type: Enter Annual Returns for Alberta and Extra-Provincial Corp.
Date Created: 2022/07/27
Date Last Updated: 2022/07/27
Activity Status: Complete

AUTHORIZED REPRESENTATIVE

Last Name: CHOUFI
First Name: HUSSEIN
Middle Name:
Relationship to Legal Entity: Agent of Corporation
Comments:

[View Legal Entity Information](#) [Certified Copy of Transaction](#) [Print Certified Copy of Information](#)

Review Legal Entity History

TIDY HOLDINGS CORPORATION

Not For Resale

Service Request Number: 38018525
Legal Entity Type: Alberta Business Corporation
Alberta Corporation Type: Named Alberta Corporation
Corporate Access Number: 203172879
Legal Entity Name: TIDY HOLDINGS CORPORATION
Business Number: 105281604
Legal Entity Status: Active
Nuans Number: 117017722
Nuans Date: 2015/11/05

REGISTERED ADDRESS

Street/Box Number: 12304-96 ST
City: EDMONTON
Province: ALBERTA
Postal Code: T5G1W5

RECORDS ADDRESS

Street/Box Number: 12304 - 96 STREET NW
City: EDMONTON
Province: ALBERTA
Postal Code: T5G1W5
Email Address: INFO@VITALPROPS.COM

The information in this legal entity table
 supersedes equivalent electronic attachments

Share Structure: SEE ATTACHMENT
Share Transfers Restrictions: NONE
Min Number Of Directors: 1
Max Number Of Directors: 15
Business Restricted To: NONE
Business Restricted From: NONE
Other Provisions: NONE
Registration Date: 1984/08/02
Reason For Dissolution: FAILURE TO FILE ANNUAL RETURNS
Reason For Revival: CORPORATION WANTS TO CONTINUE BUSINESS
Revival Date: 2000/04/15 (YYYY/MM/DD)

This is Exhibit " Q " referred to in the
 Affidavit of

Endale Gutama

Sworn before me this 16 day
 of January A.D., 2023

A Commissioner for Oaths in and for
 the Province of Alberta
 David Archibold
 Barrister & Solicitor

Continuances

No Records returned

Director / Shareholder / Liquidator

Last Name	First Name	Middle Name
CHOUFI	HUSSEIN	
CHOUFI	BASIMA	
CHOUFI	BASIMA	
CHOUFI	HUSSEIN	

Agent for Service

Last Name	First Name	Middle Name
CHOUFI	HUSSEIN	

Attachment

Attachment Type	Microfilm Bar Code	Date Recorded	Reel	Reel Sequence
Share Structure	ELECTRONIC	2000/04/15		

Annual Return

File Year	Date Filed
1985	
1986	
1987	
1988	
1989	
1990	
1991	
1992	
1993	
1994	
1995	
1996	
1997	1997/09/25
1998	2000/04/15
1999	2000/04/15

2000	2000/08/24
2001	2001/07/26
2002	2002/08/23
2003	2003/07/24
2004	2004/09/02
2005	2005/08/23
2006	2006/08/08
2007	2007/08/31
2008	2008/08/25
2009	2009/08/06
2010	2010/08/16
2011	2012/05/25
2012	2012/09/25
2013	2014/01/10
2014	2015/11/09
2015	2015/11/09
2016	2016/10/12
2017	2017/09/01
2018	2019/02/12
2019	2019/07/19
2020	2020/07/17
2021	2022/07/27

Court Registrar Orders

No Records returned

Successor of Amalgamation

No Records returned

Amalgamating Corporations Registered in Alberta

No Records returned

Amalgamating Corporation - Not Registered in Alberta

No Records returned

Successor of Merger

No Records returned

Merging Corporations

No Records returned Not For Resale

Review Legal Entity History

TIDY HOLDINGS CORPORATION

Not For Resale

Service Request Number:	38018679
Legal Entity Type:	Alberta Business Corporation
Alberta Corporation Type:	Named Alberta Corporation
Corporate Access Number:	203172879
Legal Entity Name:	TIDY HOLDINGS CORPORATION
Business Number:	105281604
Legal Entity Status:	Active
Nuans Number:	117017722
Nuans Date:	2015/11/05 (YYYY/MM/DD)

REGISTERED ADDRESS

Street/Box Number:	12304-96 ST
City:	EDMONTON
Province:	ALBERTA
Postal Code:	T5G1W5

RECORDS ADDRESS

Street/Box Number:	12304 - 96 STREET NW
City:	EDMONTON
Province:	ALBERTA
Postal Code:	T5G1W5
Email Address:	INFO@VITALPROPS.COM

**The information in this legal entity table
supersedes equivalent electronic attachments**

Share Structure:	SEE ATTACHMENT
Share Transfers Restrictions:	NONE
Min Number Of Directors:	1
Max Number Of Directors:	15
Business Restricted To:	NONE
Business Restricted From:	NONE
Other Provisions:	NONE
Registration Date:	1984/08/02 (YYYY/MM/DD)
Reason For Dissolution:	FAILURE TO FILE ANNUAL RETURNS
Reason For Revival:	CORPORATION WANTS TO CONTINUE BUSINESS
Revival Date:	2000/04/15 (YYYY/MM/DD)

Continuance

No Records returned

Director / Shareholder / Liquidator

Last Name / Corporation Name	First Name	Middle Name
CHOUFI	HUSSEIN	
CHOUFI	HUSSEIN	
CHOUFI	BASIMA	
CHOUFI	BASIMA	

Agent for Service

Last Name	First Name	Middle Name
CHOUFI	HUSSEIN	

Attachment

Attachment Type	Microfilm Bar Code	Date Recorded	Reel	Reel Sequence
Share Structure	ELECTRONIC	2000/04/15		

Annual Return

File Year	Date Filed
2022	2022/07/27
2021	2022/07/27
2020	2020/07/17
2019	2019/07/19
2018	2019/02/12
2017	2017/09/01
2016	2016/10/12
2015	2015/11/09
2014	2015/11/09
2013	2014/01/10
2012	2012/09/25
2011	2012/05/25
2010	2010/08/16
2009	2009/08/06
2008	2008/08/25

2007	2007/08/31
2006	2006/08/08
2005	2005/08/23
2004	2004/09/02
2003	2003/07/24
2002	2002/08/23
2001	2001/07/26
2000	2000/08/24
1999	2000/04/15
1998	2000/04/15
1997	1997/09/25
1996	
1995	
1994	
1993	
1992	
1991	
1990	
1989	
1988	
1987	
1986	
1985	

Court Order

No Records returned

Successor of Amalgamation

No Records returned

Amalgamating Corporations Registered In Alberta

No Records returned

Amalgamating Corporation - Not Registered in Alberta

No Records returned

Successor of Merger

No Records returned

Merging Corporations

No Records returned Not For Resale



LAND TITLE CERTIFICATE

S
LINC 0015 934 649 SHORT LEGAL 6999ET;10;4 TITLE NUMBER 202 176 935

LEGAL DESCRIPTION
PLAN 6999ET
BLOCK 10
LOT 4
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;24;53;16;NW

MUNICIPALITY: CITY OF EDMONTON

REFERENCE NUMBER: 172 004 928

This is Exhibit " R " referred to in the Affidavit of

Endale Gutama

Sworn before me this 16 day of January A.D., 2023

A Commissioner for Oaths in and for the Province of Alberta

David Archibold
Barrister & Solicitor

Table with 5 columns: REGISTRATION, DATE (DMY), DOCUMENT TYPE, VALUE, CONSIDERATION. Row 1: 202 176 935, 20/08/2020, TRANSFER OF LAND, \$310,500, SEE INSTRUMENT

OWNERS

TIDY HOLDINGS CORPORATION.
OF 12304-96 STREET
EDMONTON
ALBERTA T5G 1W5

ENCUMBRANCES, LIENS & INTERESTS

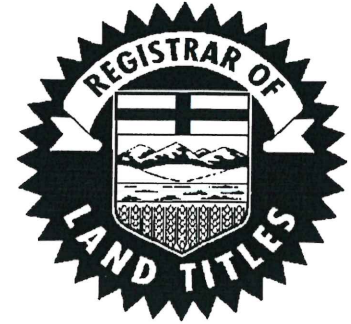
Table with 3 columns: REGISTRATION NUMBER, DATE (D/M/Y), PARTICULARS. Row 1: 152 221 982, 21/07/2015, MORTGAGE MORTGAGEE - THE TORONTO DOMINION BANK. 500 EDMONTON CITY CENTRE EAST EDMONTON ALBERTA T5J5E8 ORIGINAL PRINCIPAL AMOUNT: \$290,000

TOTAL INSTRUMENTS: 001

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 22 DAY OF AUGUST,
2022 AT 04:08 P.M.

ORDER NUMBER: 45237596

CUSTOMER FILE NUMBER: 15429



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).

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

152221982

ORDER NUMBER: 46258066

This is Exhibit " *S* " referred to in the
Affidavit of

Endale Gutama

Sworn before me this *16* day
of *January* A.D., 20*23*

[Signature]
A Commissioner for Oaths in and for
the Province of Alberta

David Archibold
Barrister & Solicitor

ADVISORY

This electronic image is a reproduction of the original document registered at the Land Titles Office. Please compare the registration number on this coversheet with that on the attached document to ensure that you have received the correct document. Note that Land Titles Staff are not permitted to interpret the contents of this document.

Please contact the Land Titles Office at (780) 422-7874 if the image of the document is not legible.

Mortgage
Province of Alberta

This *Mortgage* is made

BETWEEN:

MELESSE DAHESSA GUTAMA, of 12304 - 96 Street NW, Edmonton, Alberta T5G 1W5

the "Mortgagor" or "you"

- AND -

THE TORONTO-DOMINION BANK,
a Canadian chartered Bank having a branch address at
500 Edmonton City Centre East, Edmonton, Alberta T5J 5E8

the "Bank"

1. The legal description of the *Property* is:
PLAN 6999ET
BLOCK 10
LOT 4
EXCEPTING THEREOUT ALL MINES AND MINERALS

(the "*Property*")

2. Collateral Security:

The *Mortgage* is given as collateral security to the *Credit Documents*. The *Mortgage* may secure, without limitation, a revolving line of credit and readvances of credit up to the *Principal Amount*.

3. *Principal Amount*: TWO HUNDRED NINETY THOUSAND-----XX/100-----

(\$ 290,000.00-----) Dollars

4. *Interest Rate Provisions*:

The *Interest Rate* under the *Mortgage* shall be the Prime Rate plus 10.00 % per annum, calculated half-yearly not in advance.

"Prime Rate" means the annual interest rate (calculated monthly not in advance) that the *Bank* sets and adjusts at its discretion as the reference rate the *Bank* will charge for variable interest rate loans on prime residential properties. The current Prime Rate is available from the *Bank's* branch offices.

5. Interest Mortgaged: Freehold X Leasehold _____

6. Permitted Encumbrances:

None

7. Other Covenants and Terms:

- (a) The Mortgagor promises and covenants to pay to the *Bank* the *Debt* and all other charges and money hereby secured and perform all *Obligations* in accordance with and subject to the terms of the *Mortgage*, including the Additional Terms attached as Schedule "A" hereto (the "Additional Terms").
- (b) Each Mortgagor covenants he or she is the registered owner of an estate in the *Property* as indicated in Paragraph 5 above, subject, however, to the registered encumbrances, liens and interests indicated in Paragraph 6 above.

(c) The Mortgagor:

- (i) has good title to the *Property*;
 - (ii) has the right to mortgage the *Property*;
 - (iii) agrees that on default, the *Bank* will have quiet possession of the *Property* free from all encumbrances except Permitted Encumbrances set out in Paragraph 6 above;
 - (iv) will execute such further assurances of the *Property*, as may be requisite;
 - (v) has done no act to encumber the *Property*, except for the Permitted Encumbrances set out in Paragraph 6 above.
- (d) You agree that the *Mortgage* includes and secures the *Principal Amount* advanced or re-advanced in whole or in part at any time as long as the *Mortgage* remains outstanding and any renewals or extensions of the *Mortgage* under any revolving, running or current account or line of credit facilities *Approved* by the *Bank* from time to time and as such you agree that all amounts secured by this *Mortgage* from time to time are to be treated as such. Also, you agree that the initial designation outlined above is subject to changes from time to time as outlined in Paragraph 2.01 of the Additional Terms.
- (e) The attached Schedule "A" Additional Terms forms part of this *Mortgage*. The Mortgagor acknowledges that the *Mortgage* consists of these terms and the Additional Terms. The Mortgagor covenants and agrees to be bound by and observe and perform all of the terms and conditions of the *Mortgage*, including such Additional Terms. Each of the undersigned Mortgagors acknowledges having received a true copy of the *Mortgage*.

8. For the purposes of the *Law of Property Act* (Alberta), the *Mortgage* is :

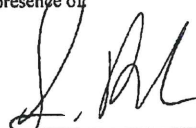
- (i) a High Ratio Mortgage; or
- (ii) not a High Ratio Mortgage.


If the *Mortgage* is a High Ratio Mortgage, the following applies :

This *Mortgage* is a high ratio mortgage to which sections 43(4.1) and (4.2) and 44(4.1) and (4.2) of the *Law of Property Act* apply. You and anyone who, expressly or impliedly, assumes this *Mortgage* from you, could be sued for any obligation under this *Mortgage* if there is a default by you or a person who assumes this *Mortgage*.

And for better securing to the *Bank* the repayment in the manner set out in this *Mortgage* of the *Original Principal Amount* and *Interest* (and other amounts hereby secured), I (we) hereby mortgage to **The Toronto-Dominion Bank**, all my (our) estate and interest in the *Property*.

Each of the Mortgagors has signed this *Mortgage* this 16th day of July, 2015 .

SIGNED, SEALED AND DELIVERED)
 in the presence of)
)
)
)
)
)
)
)
)
)
)

 (affix seal)

 MELESSE DAHESSA GUTAMA
 _____ (affix seal)

Consent of Spouse

I, _____, being married to _____, 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 said property given to me by THE DOWER ACT, to the extent necessary to give effect to the said disposition.

Signature of Spouse

Certificate of Acknowledgement by Spouse

- This document was acknowledged before me by _____ apart from her husband (or his wife).
- _____ acknowledged to me that she (or he),
 - is aware of the nature of the disposition;
 - 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;
 - 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;
 - is executing the document freely and voluntarily without any compulsion on the part of her husband (or his wife).

Dated at _____, in the Province of _____
this _____ day of _____, _____, _____
month year

A Commissioner for Oaths in and for the Province of Alberta

Affidavit

Canada I, MELESSE DAHESSA GUTAMA
Province of Alberta of the City _____ of Edmonton,
To Wit: in the Province of Alberta,

MAKE OATH AND SAY:

- That I am the mortgagor named in the within Instrument.
- ~~That I am not married~~
or
That neither myself nor my spouse have resided on the within mentioned land at any time since our marriage.

SWORN before me at the City of Edmonton, _____
in the Province of Alberta, _____
this 10th day of July, 2015.
month year

A Commissioner for Oaths in and for the Province of Alberta

Affidavit of Execution

Canada STEWART F. BROWNLEE
Province of Alberta A Notary Public/Commissioner for Oaths
To Wit: in and for the Province of Alberta
being a Solicitor
I, STEWART F. BROWNLEE, Barrister and Solicitor,
of Edmonton,

MAKE OATH AND SAY:

- That I was personally present and did see MELESSE DAHESSA GUTAMA, named in the within Instrument, who is/are personally known to me to be the person(s) named therein, duly sign, seal and execute the same for the purpose named therein.
- That the same was executed at the City of Edmonton, _____ of Alberta, _____ in the Province _____ and that I am the subscribing witness thereto.
- That I know the said MELESSE DAHESSA GUTAMA, and he is _____ in my belief of the full age of eighteen years.

SWORN before me at the City of Edmonton, _____
in the Province of Alberta, _____
this 10th day of July, 2015.
month year

A Commissioner for Oaths in and for the Province of Alberta

**Schedule "A"
Additional Terms
The Toronto-Dominion Bank**

The following Additional Terms form a part of *your Mortgage*.

While these Additional Terms use common words, some words have a precise, particular meaning. These words are italicized. Definitions of the italicized words that are used in these Additional Terms may be found in Article 7. All other words have their ordinary meanings.

A handwritten signature in black ink, consisting of several loops and a horizontal stroke at the end.

TABLE OF CONTENTS

	Page
ARTICLE 1 MORTGAGE AND PROMISES	3
1.01 You Give your Property as Security	3
1.02 Your Promises to the Bank	3
1.03 Redemption	3
ARTICLE 2 GENERAL PROVISIONS	3
2.01 Changes to Debt	3
2.02 Application of Payments	4
2.03 Place of Payment	4
2.04 Time of Payment	4
2.05 Failure to Pay or Perform Obligations	4
2.06 Costs	4
2.07 Advances under the Mortgage	4
2.08 Repayment	4
2.09 Prepayment	4
2.10 Other Terms	4
ARTICLE 3 OTHER PROVISIONS AFFECTING THE MORTGAGE	4
3.01 Sale or Transfer of Property	4
3.02 Assignment of Leases	4
3.03 Assignment of Rents	5
3.04 Payments the Bank may Make	5
3.05 Taxes	5
3.06 Repair and Maintenance of the Property	5
3.07 The Bank's Rights During Construction	5
3.08 Insurance	6
3.09 Subdivision, Release and Replacement of Property	7
3.10 Change of Control	7
3.11 Servicing Fees	7
3.12 Repayment of Payments Made by the Bank	7
ARTICLE 4 PROVISIONS FOR SPECIFIC TYPES OF PROPERTIES	7
4.01 Additional Promises for Leased Property	7
4.02 Additional Provisions for Leased Property	7
4.03 Additional Promises if the Property is a Condominium Unit	8
4.04 National Housing Act	8
4.05 Law of Property Act (Alberta)	8
ARTICLE 5 ENFORCEMENT	8
5.01 Enforcing the Bank's Rights	8
5.02 Other Defaults	9
5.03 Costs of Proceedings	9
5.04 Appointment of Receiver	9
5.05 Court Appointed Receiver	10
ARTICLE 6 MISCELLANEOUS PROVISIONS	10
6.01 Judgments	10
6.02 Costs of Dishonoured Payments	10
6.03 Discharge	10
6.04 Conflict	10
6.05 Notices by the Bank	10
6.06 Notices by You	11
6.07 Number	11
6.08 Who is Bound	11
6.09 Consents and Disclosure	11
6.10 Partial Invalidity	11
6.11 Liability	11
6.12 Telephone Calls	12
6.13 Governing Law	12
6.14 Statute References	12
ARTICLE 7 DEFINITIONS	13
7.01 Definitions	13

**ARTICLE 1
MORTGAGE AND PROMISES**

1.01 You Give your Property as Security.

In return for the *Bank* agreeing to loan money to *you* or to loan money to someone else when *you* guarantee payment, *you* agree as follows:

- (a) if *you* are the owner of the *Property*, *you* mortgage and charge *your* entire interest in the *Property* to the *Bank*;
- (b) if the *Property* includes *Leased Property* *you* mortgage and charge the *Leased Property* to the *Bank* as security as set out in Section 4.02;
- (c) the *Mortgage* is given to secure repayment of all *Debt* under all *Credit Documents* and all *Costs* and to secure performance and satisfaction by *you* of all other *Obligations*.

1.02 Your Promises to the Bank.

You promise and confirm that:

- (a) *you* will pay all of the *Debt* to the *Bank* and perform all of the other *Obligations* as provided in the *Mortgage* and the *Credit Documents*;
- (b) *you* are the lawful owner of the *Property* and no other person owns all or part of the *Property* (unless the *Property* is *Leased Property*);
- (c) *you* have the right to give the *Mortgage* to the *Bank* and charge the *Property* in favour of the *Bank*;
- (d) if *you* do not pay the *Debt* to the *Bank* or perform *your* other *Obligations* as provided in the *Mortgage* and the *Credit Documents*, the *Bank* may, at its discretion, take possession of the *Property* free from any interference by *you* or anyone else living on the *Property* and free from any interests, encumbrances, limitations or restrictions other than those that the *Bank* has *Approved*;
- (e) there are no limitations or restrictions to *your* title to the *Property* except those *you* have disclosed to the *Bank* in writing and the *Bank* has *Approved*;
- (f) *you* will, at *your* expense, sign any other documents and take any further action that the *Bank* requests in order to ensure that *your* entire interest in the *Property* has been charged to the *Bank* and that the *Debt* is adequately secured by the *Property* and the *Mortgage*; and
- (g) if the *Mortgage* is not a first mortgage on the *Property*, *you* agree not to increase the principal amount owing under any prior mortgage or to re-borrow any amount repaid under a prior mortgage without the *Approval* of the *Bank* unless the prior mortgage is held by the *Bank*. The *Bank* may withhold its *Approval* for any reason. *You* promise not to default under any prior mortgage. *You* consent to the *Bank* giving notice to the holder of the other mortgage of the existence of this *Mortgage* and of all of the terms of this *Mortgage* and the *Credit Documents*.

1.03 Redemption.

When the *Bank* has delivered a discharge of the *Mortgage* to *you*, the *Mortgage* will no longer have any effect, and the *Bank's* interest in the *Property* will automatically return to *you*.

**ARTICLE 2
GENERAL PROVISIONS**

2.01 Changes to Debt.

At *your* request and if the *Bank Approves*, the *Mortgage* will secure any future loans, lines of credit and advances to *you* only if the *Credit Documents* indicate that they are to be secured by the *Property*. The *Mortgage* will continue to secure all of the *Debt*, *Costs* and other *Obligations* and *you* will continue to be liable for all of the *Debt*, *Costs* and other *Obligations* even if one or more of the following occurs:

- (a) the *Bank* advances additional money secured by the *Mortgage* or readvances money that *you* have repaid under the *Mortgage*;
- (b) the amount of the *Debt* increases or decreases, or if the *Debt* is reduced to zero and then increases;
- (c) the documents that evidence the *Debt* change, or are replaced; for example if some *Credit Documents* are replaced by others - even if the new *Credit Documents* given by *you* have additional persons or fewer persons promising to pay the amount owing;
- (d) the *Bank* increases or reduces the monetary amount of any credit available to *you*;
- (e) the form of the *Debt* changes in any way;

- (f) the *Mortgage* secures more than one type of loan, line of credit or other indebtedness contained in the *Credit Documents*; or
- (g) the terms applicable to the *Debt* are changed, for example if the *Interest Rate* changes or if the *Debt* or a portion of the *Debt* is renewed or extended.

2.02 Application of Payments.

If you are in default under any of your *Obligations*, the *Bank* may, subject to the terms of any particular *Credit Document*, apply any payments made by you to any one or more loan, line of credit or other indebtedness contained in the *Credit Documents* as the *Bank* may decide in its discretion.

2.03 Place of Payment.

You agree to repay the *Debt* to the *Bank* at its head office in Toronto, Ontario or any other place *Approved* by the *Bank*.

2.04 Time of Payment.

Any payment that is due on a day that is not a *Business Day* must be made on the *Business Day* immediately preceding the due date. Payments received after 2:00 p.m. (Mountain Standard Time or Mountain Daylight Time, as applicable) will be considered to have been made on the next *Business Day* unless the *Bank* is able to process and apply such payments on the same day.

2.05 Failure to Pay or Perform Obligations.

If you fail to pay any part of the *Debt* when it is due or if you do not perform any of your *Obligations* when required, then, at the *Bank's* option, all of the *Debt* will immediately become payable. If you default under any prior mortgage (as mentioned in Section 1.02(g)), that default will be a default under the *Mortgage*.

2.06 Costs.

All *Costs* incurred by the *Bank* will be immediately payable by you, bear *Interest* at the highest *Interest Rate* and form part of the *Debt*. See Article 7 for the definition of *Costs*.

2.07 Advances under the Mortgage.

The *Bank* may decide, for any reason, that it will not advance all or any part of the *Principal Amount* even if the *Mortgage* has been registered and whether or not any part of the *Principal Amount* has previously been advanced to you. Even though the *Bank* has not advanced any money, the *Mortgage* will still secure *Costs*.

2.08 Repayment.

- (a) You will pay *Interest* to the *Bank* on the *Debt* at the interest rate and on the terms set out in the *Credit Documents*.
- (b) If any payment is late, you will pay the *Bank* additional *Interest* as set out in the *Credit Documents*.

2.09 Prepayment.

The *Debt* may only be prepaid as set out in the *Credit Documents*.

2.10 Other Terms.

Other terms applicable to the *Mortgage* and the *Debt* are set out in the *Credit Documents*.

ARTICLE 3 OTHER PROVISIONS AFFECTING THE MORTGAGE

3.01 Sale or Transfer of Property.

If you *Convey* the *Property* or any interest in the *Property* to anyone (in this Section a "*Purchaser*"), and the *Purchaser* has not:

- a) applied for and received the *Bank's Approval* to assume the *Mortgage* and the *Credit Documents*; and
- b) signed an assumption agreement and any other documents *Approved* by the *Bank*;

then the *Bank* may demand repayment of the *Debt* by notice in writing, upon which the *Debt* will become immediately payable. The applicable prepayment provisions in the *Credit Documents* will continue to apply to any repayment by a *Purchaser*. No change in the ownership of the *Property* or any agreement between the *Bank* and a *Purchaser* will in any way affect or prejudice the *Bank's* rights against you or any other person liable for payment of the *Debt*. The *Bank* may enter into agreements with a *Purchaser* without notice to you and without your *Approval*. Except with the *Bank's Approval*, you will not be released from your *Obligations*, even if the *Bank* accepts money from a *Purchaser* or a *Purchaser* agrees with the *Bank*, with or without notice to you, to assume, renew, extend or amend the *Credit Documents*.

3.02 Assignment of Leases.

As additional security for *your* performance of the *Obligations*, *you* agree to assign to the *Bank* from time to time, immediately on its request, any lease of the whole or any part of the *Property* that *you* enter into as landlord. Any assignment must be in a form acceptable to the *Bank*. *You* will deliver to the *Bank* executed copies of all leases of the *Property* at the *Bank's* request. *You* will comply with all of the landlord's obligations in any lease assigned by *you* to the *Bank*. *You* agree that none of the *Bank's* rights or remedies under the *Mortgage* will be delayed, hindered or prejudiced by these assignments.

3.03 Assignment of Rents.

You agree with the *Bank* as follows:

- (a) For the purposes of this Section the term "leases" includes agreements to lease, tenancy agreements, licenses and occupancy agreements.
- (b) *You* hereby assign to the *Bank* all rents payable from time to time under all present and future leases of all or any part of the *Property*; *you* also assign the *Bank* the benefit of all other tenants' obligations under those leases.
- (c) As soon as *you* enter into any lease of the *Property* *you* will, if requested by the *Bank*, execute and deliver to the *Bank* an assignment in the *Bank's* usual form of all rents payable under that lease and the benefit of all other tenants' obligations under that lease. *You* will also execute and deliver to the *Bank* any other documents that the *Bank* determines are necessary to make the assignment effective.
- (d) Nothing in the *Mortgage*, or in the assignments referred to in this Section, will make the *Bank* responsible for the collection of rents payable under any lease of the *Property* or for the performance of any other obligations in any lease.
- (e) The *Bank* will not be considered a mortgagee in possession or landlord of the *Property* because of any assignment referred to in this Article.
- (f) The *Bank* only has to account for rent that the *Bank* actually receives (less reasonable collection charges) and the *Bank* may apply those rents to repayment of the *Debt* in any manner that the *Bank* in its discretion determines.

3.04 Payments the Bank may Make.

The *Bank* may pay any rents or satisfy any present or future *Taxes*, mortgages, rates, charges, *Common Expenses* or other similar liabilities or interests in the *Property*. These amounts, when paid by the *Bank*, form part of the *Debt*.

3.05 Taxes.

You will pay all *Taxes* on the *Property* promptly as they fall due. If the *Bank* requests evidence of payment of *Taxes*, *you* will immediately provide the *Bank* with evidence satisfactory to the *Bank* that *you* have paid all *Taxes*. If *you* do not provide the *Bank* with this evidence the *Bank* may obtain it directly from the municipality or other taxing authority. Any charge the *Bank* incurs to obtain this evidence will be added to the *Debt* and is payable by *you* immediately. *You* hereby authorize the municipality or other taxing authority to release all tax information on the *Property* to the *Bank*.

3.06 Repair and Maintenance of the Property.

You agree as follows:

- (a) *You* will keep the *Property* in good condition and repair and *you* will not do anything that will diminish the value of the *Property*.
- (b) *You* will not change the use of the *Property*.
- (c) The *Bank* or any insurer of the *Mortgage* may, whenever they deem it necessary, enter and inspect the *Property* and conduct any environmental testing, site assessment, investigation or study that the *Bank* or any insurer thinks is necessary. *You* will pay the *Bank* on demand the reasonable *Costs* of those inspections, investigations, assessments, studies and testing.
- (d) *You* will promptly, at *your* own cost, comply with all *Laws* concerning the *Property*. At *your* own cost *you* will make all improvements or alterations to the *Property* that may be required at any time by any *Law*.

3.07 The Bank's Rights During Construction.

- (a) Before commencing any construction on the *Property* *you* will have all plans and specifications *Approved* by the *Bank*.
- (b) If at any time
 - (i) any construction on the *Property* remains unfinished and without any work being done on it for more than ten (10) consecutive days;
 - (ii) *you* deviate from any plans that have been *Approved* by the *Bank*;
 - (iii) *you* deviate from the generally accepted local standards of construction; or
 - (iv) *you* allow a builders' lien to be registered against the *Property* for more than thirty (30) days,

then the *Bank* may, without becoming a mortgagee in possession, enter the *Property* and do all work necessary to protect the *Property* from deterioration. The *Bank* may complete any construction on the *Property* in accordance with plans and specifications that have been *Approved* by the *Bank* or otherwise as the *Bank* in its discretion determines. In completing construction the *Bank* may use and have exclusive possession of all materials and equipment on the *Property* without any interference from *you*. The *Bank* may also pay the amount of any lien and add that amount to the *Debt*.

3.08 Insurance.

- (a) As long as any *Obligations* are outstanding, *you* will, at *your* expense, take out and keep in force insurance on the *Property*. *You* will keep the *Property* insured against loss or damage in an amount equal to not less than the full replacement value of the *Property* pursuant to a mortgage endorsement issued by *your* insurer for the *Property*. The risks against which *you* must insure include fire, extended perils, tempest, tornado, cyclone, lightning, wind, storm, hail, explosion, riot, impact by aircraft or vehicle, smoke damage, other risks covered by a standard extended coverage insurance policy and any other risks and hazards that the *Bank* may from time to time require. *You* will ensure that the *Bank* is sent copies of all notices sent to *you* about this insurance. If the *Property* is a condominium unit, *you* will ensure that the *Condominium Corporation* takes out and keeps this insurance in force.
- (b) As long as any *Obligations* are outstanding, if a sprinkler system, a steam boiler or any apparatus operating or operated by steam is installed in or operated on the *Property*, *you* will insure the buildings on the *Property* against loss or damage caused by any bursting, explosion or defect in the sprinkler system, boiler or apparatus to the full replacement value of the *Property*.
- (c) All insurance policies must provide that any loss will be payable to the *Bank* as its interest may appear and must contain the standard mortgage clause *Approved* by the *Bank*.
- (d) The *Bank* may require any insurance on the *Property* to be cancelled and new insurance taken out with an insurance company *Approved* by the *Bank* (and *Approved* by the landlord under the *Lease* if the *Property* is a *Leased Property* and if required by the *Lease*). The *Bank* may, without consulting *you*, take out any insurance on the *Property* if the *Bank* has not received proof of coverage satisfactory to it.
- (e) *You* agree that *you* will deliver certificates of insurance or, if required by the *Bank*, certified copies of insurance policies as soon as possible after placing the required insurance.
- (f) All policies must contain an undertaking by the insurer to notify the *Bank* in writing not less than fifteen (15) days prior to any material change, cancellation, failure to renew or termination of any policy.
- (g) If *you* fail to take out or to keep in force any insurance policy, or if any insurance policy is not *Approved* by the *Bank*, and if *you* do not rectify the situation within seven (7) days after written notice from the *Bank*, or if *you* have failed to meet any of *your* other *Obligations*, the *Bank* may take out insurance under an individual policy or the *Property* may be insured under a blanket insurance policy issued to the *Bank*. In each case, the cost of such insurance will be *your* expense. The *Bank* is under no obligation to insure the *Property* or to insure the *Property* for more than the *Debt*.
- (h) If the *Bank* pays any premiums for insuring the *Property*, the amount of any payments will be added to the *Debt* and will be payable immediately.
- (i) When the *Bank* requests it, *you* will provide the *Bank* with satisfactory evidence of the insurance required under this Section and proof that the premiums for that insurance have been paid. *You* must also provide the *Bank* with satisfactory evidence of the renewal of all insurance policies at least fifteen (15) days before the termination of each policy.
- (j) The *Bank* in its discretion may require that all insurance proceeds be paid to the *Bank*, to *you* or to any other person appearing by the records of the Land Titles Office to be or to have been the owner of the *Property*. The proceeds may also be paid partly in one way and partly in another, or they may be applied, in the *Bank's* sole discretion, in whole or in part to repay the *Debt* even if the *Debt* is not yet due. The *Bank* may in its discretion instead require that the insurance proceeds be applied to rebuilding or repairing the *Property*. If the *Property* is a *Leased Property*, the insurance proceeds will be applied to rebuilding or repairing the *Property*, if required by the *Lease*.
- (k) All policies of insurance must show any loss payable (i) to the *Bank*, (ii) to a trustee *Approved* by the *Bank* pursuant to an insurance trust agreement *Approved* by the *Bank* or (iii) to both (if the *Property* is a condominium unit). The terms of any insurance trust agreement may not, once *Approved* by the *Bank*, be altered without the *Bank's* further *Approval*.
- (l) The *Mortgage* also charges all insurance proceeds as security for the *Obligations*. If the *Property* is a condominium unit, the *Mortgage* also charges *your* interest in the insurance trust mentioned in Subsection 3.08(k) and any insurance proceeds relating to the *Property* held by the trustee.
- (m) If the *Property* is a condominium unit, *you* will ensure that the *Condominium Corporation* will at all times comply with the terms of all insurance policies and the insurance provisions of the by-laws of the *Condominium Corporation* and any insurance trust agreement. *You* will also ensure that the insurance taken out by the *Condominium Corporation* complies with the *Obligations* of this Section. Finally, *you* will ensure that the *Condominium Corporation* assigns and delivers to the *Bank* certificates of insurance or, if required by the *Bank*, certified copies of each insurance policy, as soon as possible after placing the required insurance.
- (n) If there is any loss or damage, *you* must furnish at *your* own expense all necessary proofs and do all necessary acts to enable the *Bank* to obtain payment of the insurance proceeds. Production of the *Mortgage* will be sufficient authority for the insurer to pay any loss to the *Bank*.

- (o) The insurance provisions of this Section apply to all buildings, structures and improvements on the *Property* whenever built and during construction.

3.09 Subdivision, Release and Replacement of Property.

You agree as follows:

- (a) The *Mortgage* charges every part or lot into which the *Property* is or may be divided for all of the *Debt*, *Costs* and other *Obligations*. No person will have any right to require the *Debt*, *Costs* or other *Obligations* to be apportioned with respect to any part or lot.
- (b) At any time before or after the *Mortgage* is registered, the *Bank* may take other security, take evidence of indebtedness or obtain additional promises of payment. None of these actions will affect the *Bank's* rights under the *Mortgage* or limit the liability of any person who is liable under the *Mortgage* or any *Guarantor*.
- (c) The *Bank* may from time to time release or discharge the *Property*, any part of the *Property*, any other security the *Bank* has taken, or any *Guarantor*, on any terms that the *Bank* thinks proper. At any time, without notice to any person or without the consent of any person, the *Bank* may make a settlement, extension or variation in the terms of any *Obligation*. No release, discharge, settlement, extension or variation in terms, nor any carelessness or neglect by the *Bank* in asserting its rights, the loss by operation of *Law* of any right the *Bank* has against *you* or any other person, or the loss or destruction of any security, will in any way release, diminish or prejudice its security against any undischarged *Property*. Similarly, no such action will release or prejudice any of the *Obligations* or release or diminish *your* liability or the liability of any *Guarantor* so long as any *Obligation* remains unpaid. No security or *Guarantor* will be released or discharged except by a written release or discharge executed by the *Bank*.

3.10 Change of Control.

If *you* are a corporation and *you* Convey any interest in *your* issued and outstanding shares so that there is a change in *your* effective voting control without the *Bank's* Approval, then the *Bank* may exercise any of the remedies set out in Article 5. The *Bank's* Approval may be withheld in its unqualified subjective discretion.

3.11 Servicing Fees.

The *Bank* may charge a reasonable servicing fee to process each application for Approval contemplated by this Article. This servicing fee will be payable immediately upon demand and will form part of the *Debt*.

3.12 Repayment of Payments Made by the Bank.

Any payments made by the *Bank* under this Article will be added to the *Debt*, are payable by *you* immediately and will bear *Interest* until repaid in full.

ARTICLE 4 PROVISIONS FOR SPECIFIC TYPES OF PROPERTIES

4.01 Additional Promises for Leased Property.

If the *Property* is a *Leased Property*, *you* promise and confirm to the *Bank* that:

- (a) *you* own *your* leasehold interest in the *Property*;
- (b) *you* have the right to mortgage or charge the *Lease* and sublet the *Leased Property* to the *Bank*; if required under the *Lease*, *you* have obtained the landlord's consent to the *Mortgage*;
- (c) neither *you* nor any other person has mortgaged or otherwise encumbered the *Lease* or *your* rights under the *Lease*;
- (d) the *Lease* is a valid, existing lease and has not been amended except as *you* have advised the *Bank* in writing; *you* have paid the rent and performed *your* obligations under the *Lease* up to the date *you* signed the *Mortgage* and there is no default under the *Lease*;
- (e) *you* will not amend, surrender or terminate the *Lease* without the *Bank's* prior Approval;
- (f) *you* will pay the rent under the *Lease* and perform *your* obligations under the *Lease* as long as any *Obligations* are outstanding;
- (g) *you* will provide the *Bank* with any notice of default under the *Lease* that *you* receive; and
- (h) *you* will indemnify the *Bank* from all actions, claims and demands relating to defaults under the *Lease*;

4.02 Additional Provisions for Leased Property.

If the *Property* is a *Leased Property*, the following provisions apply:

- (a) *You* mortgage and charge the *Leased Property* to the *Bank* as security only and not as a complete assignment of *your* interest. *You* sublease the *Leased Property* to the *Bank* to the extent required by *Law* for the charge to be effective for the remainder of the term of the *Lease*, except for the last day of the term of the *Lease* (including the last day of any renewal). *You* hold all other rights under the *Lease* in trust for the *Bank*, including the last day of the term, and any right of renewal or right to purchase.

- (b) *You* hereby irrevocably appoint the *Bank* as *your* agent. If there is default under the *Mortgage*, the *Bank* may, as *your* agent, assign the *Lease* and the last day of the term of the *Lease* as the *Bank* may determine in its discretion. If the *Bank* sells the *Leased Property* pursuant to Article 5, the *Bank* may assign *your* interest in the *Lease* to a purchaser. The *Bank* may at any time remove *you* or any other person from being a trustee of the *Lease* under the trust set out in Subsection 4.02(a) and appoint a new trustee in *your* place.
- (c) At the *Bank's* request, but at *your* cost, *you* will assign to the *Bank* the last day of the term of the *Lease* or any renewal or substituted term.
- (d) If *you* neglect or refuse to renew the *Lease* then the *Bank* may renew the *Lease* in its own name so that the *Lease* will continue to be security for the *Mortgage*.
- (e) If *you* have not performed *your* *Obligations* for fifteen (15) days, the *Bank* may, on at least thirty-five (35) days written notice to *you*, assign the *Lease*. Any assignment may be on the terms set out in Subsection 5.01(h) of these Additional Terms.
- (f) No sale or other dealing by *you* with the *Lease* or the *Leased Property* and no extension of time given by the *Bank* to *you*, or anyone claiming under *you*, or any dealing by the *Bank* with the landlord or the *Lease*, will in any way affect or prejudice the *Bank's* rights against *you* or any other person liable to repay the *Debt*.
- (g) If *you* acquire any additional interest in the *Leased Property*, then by the *Mortgage* *you* charge that additional interest to the *Bank* without *you* or the *Bank* having to do anything further.

4.03 Additional Promises if the Property is a Condominium Unit.

- (a) *You* promise to perform all of *your* obligations under the *Condominium Property Act* and under the by-laws and the rules of the *Condominium Corporation*. Any breach of those obligations will constitute a default under the *Mortgage*. In addition, the following provisions apply:
 - (i) *You* will pay promptly when due *your* contribution to *Common Expenses*.
 - (ii) *You* will provide the *Bank* immediately on request with satisfactory evidence that *your* contribution to *Common Expenses* has been paid.
 - (iii) The *Bank* may deduct from any advance of the *Principal Amount* the amount of *your* contribution to *Common Expenses* that are payable and are unpaid at the date of that advance.
 - (iv) If the *Bank* requests, *you* will give it copies of all notices, financial statements, reserve fund studies and other documents from time to time given to *you* by the *Condominium Corporation*.
 - (v) If the *Bank* gives *you* notice, *you* will pay the amount necessary to pay *your* contribution to *Common Expenses* to the *Bank*. The *Bank* will remit all sums to the *Condominium Corporation* on *your* behalf.
- (b) *You* irrevocably authorize the *Bank* to exercise *your* right to vote or to consent in all matters relating to the affairs of the *Condominium Corporation*, provided that:
 - (i) the *Bank* will only exercise *your* right to vote or consent if the *Bank* has given *you* and the *Condominium Corporation* the notice required by the *Condominium Property Act* that the *Bank* intends to exercise this right;
 - (ii) the *Bank* is not under any obligation to vote or consent;
 - (iii) in voting or consenting the *Bank* is not obligated to protect *your* interests, but may vote or consent as the *Bank* in its discretion determines; and
 - (iv) if the *Bank* votes or consents the *Bank* is not a mortgagee in possession.

4.04 National Housing Act

If the mortgage is Canada Mortgage and Housing Canada insured, it is made according to the *National Housing Act*.

4.05 Law of Property Act (Alberta)

If this mortgage is a high ratio mortgage, then sections 43(4.1) and (4.2) and 44(4.1) and (4.2) of the *Law of Property Act* apply. *You* and anyone who, expressly or impliedly, assumes this mortgage from *you*, could be sued for any obligations under this mortgage if there is a default by *you* or by a person who assumes this mortgage.

ARTICLE 5 ENFORCEMENT

5.01 Enforcing the Bank's Rights.

If *you* do not comply with any of *your* *Obligations*, the *Bank* may exercise any one or more of the remedies listed below in any order that the *Bank* chooses:

- (a) **Immediate Payment.**

The *Bank* may, at its option without notice to *you*, require all *Debt* to be paid to the *Bank* immediately.

(b) **Legal Action.**

The *Bank* may take whatever legal action is necessary to collect all or part of the *Debt*. This legal action may include suing *you* for the *Debt*.

(c) **Personal Property.**

The *Bank* may enter the *Property* and distrain against (i.e. seize and sell) any personal property owned by *you* to repay all or part of the *Debt*.

(d) **Take Possession of the Property.**

The *Bank* may take and keep possession of the *Property*, collect rents from it and manage or lease the *Property* or any part of it. Before the *Bank* takes possession of the *Property*, the *Bank* can ask *you* to leave the *Property* with all *your* belongings and if *you* do not do so the Courts of Alberta will order *you* to leave. If *you* refuse to do so the Court will have *you* forcibly removed. If *you* have not removed *your* personal belongings from the *Property* before the *Bank* takes possession, *you* authorize the *Bank* to remove and dispose of *your* belongings in any manner that the *Bank*, in its absolute discretion, deems appropriate, without notice to *you*. The *Bank* will have no liability for moving, disposing or storing those belongings. *You* will be responsible for all *Costs* incurred by the *Bank* in dealing with those belongings. These *Costs* will be added to the *Debt*.

(e) **Lease the Property.**

The *Bank* may take possession of the *Property* and lease it on any terms that the *Bank* determines in its discretion without notice to *you*. The *Bank* may apply the net proceeds of any lease to reduce the *Debt*. If the net proceeds do not pay all of the *Debt* *you* must immediately pay the *Bank* the difference.

(f) **Foreclosure.**

The *Bank* may take court proceedings to foreclose *your* interest in the *Property*. If the *Bank* obtains a final order of foreclosure, *your* interest in the *Property* will belong to the *Bank* and *you* will have no further interest in the *Property*.

(g) **Judicial Sale.**

The *Bank* may ask the court to order a sale of the *Property*, under the court's supervision. If the amount the *Bank* receives from the sale of the *Property* is less than the *Debt* *you* must immediately pay the *Bank* the difference.

(h) **Power of Sale.**

If any default continues for at least fifteen (15) days the *Bank* may sell the *Property* or any part of it. Any sale may be for cash or on credit, or partly for cash and partly on credit, by private sale or public auction and on any terms that the *Bank* determines in its discretion. The *Bank* will apply the net proceeds of any sale to reduce the *Debt*. If the net proceeds do not pay all of the *Debt* *you* must immediately pay the *Bank* the difference. The exercise by the *Bank* of its power of sale does not preclude the *Bank* from any further exercise of its power of sale in accordance with this Section. *You* hereby irrevocably appoint the *Bank* as *your* attorney to execute all necessary documents to sell the *Property*.

(i) **Cure any Defaults.**

The *Bank* may, but is not obligated to, cure any of *your* defaults under the *Mortgage* at *your* expense, and generally take any other steps or proceedings against *you* as are permitted by *Law*. *You* will immediately pay the *Bank* any money it spends or is obligated to spend in curing any defaults. The *Bank* may add any money it has spent curing *your* defaults to the *Debt*. In order to cure any defaults the *Bank* may enter on the *Property* as often as necessary. If the *Bank* enters the *Property* it will not be a mortgagee in possession.

5.02 Other Defaults.

The *Bank* may also exercise its remedies under this Article if any one or more of the following occurs:

- (a) if the *Property* is the subject of a restraint order under the *Controlled Drugs and Substances Act* or a similar order under any *Law*;
- (b) if *you* have ever used the *Property* for any purpose that is in violation of the *Controlled Drugs and Substances Act* or any similar *Law*; or
- (c) if *you* have made any material misrepresentation to the *Bank* in connection with the *Mortgage* or the *Credit Documents*.

5.03 Costs of Proceedings.

The *Costs* of any sale or foreclosure proceedings, whether or not the sale or foreclosure is completed, or any *Costs* that the *Bank* incurs in taking or keeping possession of the *Property* or enforcing its remedies under the *Mortgage*, are immediately payable by *you* whether or not any actual proceeding has commenced.

5.04 Appointment of Receiver.

If *you* do not comply with any of *your* *Obligations*, the *Bank* may appoint a *Receiver* on any terms (including remuneration) that the *Bank* thinks are reasonable. The *Bank* may also remove any *Receiver* and appoint another *Receiver*. The following provisions apply:

- (a) The *Receiver* will be *your* agent, not the *Bank's*; *you* alone will be responsible for any of the *Receiver's* acts or omissions. The *Bank* will not be responsible for any misconduct or negligence of the *Receiver*.
- (b) Any *Receiver* may or may not be the *Bank's* officer or employee.
- (c) Appointing a *Receiver* will not constitute the *Bank* a mortgagee in possession.
- (d) From the income collected, the *Receiver* may pay all *Taxes*, insurance premiums and other expenses required to keep the *Property* in good condition; pay its own fees as *Receiver*; pay all amounts required to keep any mortgages or other interests ranking in priority to the *Mortgage* in good standing; pay *Interest*; and pay all or any part of the *Debt*, whether due or not.
- (e) The *Bank* is not accountable for any money received by the *Receiver* except to the extent that the *Bank* actually receives that money.
- (f) The *Receiver* may do any one or more of the following:
 - (i) use every right or remedy that the *Bank* has under the *Mortgage* to collect the income from the *Property*, take possession of all or part of the *Property*, manage the *Property* and keep the *Property* in good condition;
 - (ii) manage any business conducted on the *Property*;
 - (iii) lease all or any portion of the *Property*, and for this purpose enter into contracts in *your* name that will be binding on *you*;
 - (iv) sell the *Property*;
 - (v) arrange for the repair and maintenance of the *Property*; arrange to complete any construction on the *Property*; arrange for construction of leasehold improvements. The *Receiver* may register plans of subdivision and declarations and descriptions for the *Property*. The *Receiver* may also take possession of and use any materials, supplies, plans, tools or equipment on the *Property*; and
 - (vi) borrow money on the security of the *Property* in priority to the *Mortgage*.
- (g) The rights and powers in this Section are supplemental to any other rights and powers that the *Bank* may have.

5.05 Court Appointed Receiver.

The *Bank* may ask the Court to appoint a *Receiver*, or confirm the appointment of a *Receiver*, of the *Property*. The terms of the appointment of this *Receiver* will be as the Court determines.

ARTICLE 6 MISCELLANEOUS PROVISIONS

6.01 Judgments.

If the *Bank* obtains a judgment because of *your* default in any *Obligation*, that judgment will not operate as a merger of any *Obligation* or affect the *Bank's* right to *Interest*. Any judgment will provide that *Interest* is to be computed at the same rate and in the same manner as set out in the *Credit Documents* until the judgment is fully paid.

6.02 Costs of Dishonoured Payments.

If any cheque *you* have given the *Bank* is not honoured, or if any automatic deduction is not processed, *you* must pay the *Bank's* then current standard administration fee for each cheque that is dishonoured or payment that is not processed. The *Bank's* standard administration fee represents a reasonable estimate of the damages the *Bank* will suffer because the cheque is dishonoured or the payment is not processed. This sum will be added to the *Debt* from the date the cheque is dishonoured or the payment not processed.

6.03 Discharge.

When *you* have paid the *Debt* in full and performed all of *your* other *Obligations*, the *Bank* will, if requested by *you*, sign a discharge of the *Mortgage*. The *Bank* will have a reasonable time to prepare and sign the discharge. Registration and the costs of registration of any discharge will be *your* responsibility. If the *Bank* registers the discharge, *you* will pay any government fee that the *Bank* incurs for registration.

6.04 Conflict.

If there is any conflict between the terms of the *Mortgage* and the terms of the *Credit Documents*, the *Credit Documents* will prevail.

6.05 Notices by the Bank.

- (a) Unless otherwise stated in the *Mortgage*, if the *Mortgage* allows or requires the *Bank* to make a demand on, give a notice or consent to or make a request of any person (including *you*), the *Bank* may make the demand, give the notice or consent or make the request, in any one or more of the following ways, at the *Bank's* sole discretion:
 - (i) by delivering it personally to the person (if the person is a corporation, by delivering it personally to a director, officer or employee of the corporation);

- (ii) by transmitting it by facsimile to the person;
 - (iii) by transmitting it via e-mail to the person (if the person is a corporation, by transmitting it via e-mail to a director, officer or employee of the corporation);
 - (iv) by mailing it by prepaid registered mail addressed to the person at the person's last known address; or
 - (v) by transmitting it by any other means as the *Bank Approves* in writing in advance.
- (b) Unless otherwise stated in the *Mortgage*, notice will be regarded as received:
- (i) when it is personally delivered to the person or to the director, officer or employee of the corporation;
 - (ii) on the day of the facsimile transmission or, if that day is not a *Business Day*, on the first *Business Day* after the facsimile transmission;
 - (iii) on the first *Business Day* after the e-mail to the person or to the director, officer or employee of the corporation;
 - (iv) five (5) days after the date of mailing, whether the person receives it or not; or
 - (v) on any other date as the *Bank* advises *you* when it advises *you* of an alternative method of notice pursuant to Paragraph 6.05(a)(v).

6.06 Notices by You.

- (a) Any notice that *you* give the *Bank* must be by one of the following methods:
- (i) registered mail, postage prepaid to the address on the *Mortgage*;
 - (ii) personal delivery to the manager of the branch of the *Bank* that administers the *Mortgage*; or
 - (iii) any other method that the *Bank Approves* in advance.
- (b) Unless otherwise agreed to by *you* and the *Bank* notice will be deemed to be received:
- (i) five (5) days after mailing by registered mail;
 - (ii) when personally delivered to the branch manager; or
 - (iii) on any other date the *Bank* advises *you* when it advises *you* of an alternative method of notice.

6.07 Number.

Words in the singular include the plural and words in the plural include the singular.

6.08 Who is Bound.

The *Mortgage* is binding on *you*, *your* legal and personal representatives, *your* heirs, *your* successors and *your* assigns. The *Mortgage* is binding on the *Bank*, on its successors and on anyone to whom the *Bank* may transfer the *Mortgage*.

6.09 Consents and Disclosure.

- (a) *You* consent to the *Bank* transferring, selling or assigning the *Debt*, the benefit of all other *Obligations*, the *Mortgage* and all of its rights under the *Mortgage*;
- (b) If the *Bank* does so, it may disclose information about *you*, the *Mortgage* and the *Debt* to anyone to whom the *Bank* transfers, sells or assigns its rights;
- (c) The *Bank* may also disclose information about *you*, the *Mortgage* and the *Debt* to an insurer or other third party from whom the *Bank* may obtain benefits that protect its security;
- (d) *You* consent to insurers and other third parties that provide benefits or services to the *Bank* for the *Mortgage* obtaining information about *you* from credit bureaus and other lenders to evaluate *you* and the *Mortgage*.

6.10 Partial Invalidity.

If any provision of the *Mortgage* is found to be invalid or unenforceable, the validity and enforceability of all other provisions in the *Mortgage* will not be affected.

6.11 Liability.

If two or more persons are liable under the *Mortgage* their liability is both joint and several (that is, they are each liable for the full performance of all *Obligations*).

6.12 Telephone Calls.

You agree that the Bank may tape any telephone calls to ensure quality service and to confirm your discussions with the Bank and any of its employees.

6.13 Governing Law.

The Mortgage shall be governed by the Laws of Alberta and the applicable federal Laws of Canada. You submit to the jurisdiction of the courts of Alberta with respect to the Mortgage.

6.14 Statute References.

A reference in the Mortgage to a statute includes the statute and all regulations thereunder, as the same may be amended or replaced.

ARTICLE 7
DEFINITIONS

7.01 Definitions.

In these Additional Terms and in any *Mortgage* to which these Additional Terms are attached, the following words have the following meanings:

"*Approved*" means agreed to in writing or by another method that the *Bank* may make available. "*Approve*", "*Approves*" and "*Approval*" have corresponding meanings.

"*Bank*" means The Toronto-Dominion Bank, the mortgagee or chargee under the *Mortgage*.

"*Business Day*" means a day other than a Saturday, a Sunday or a statutory holiday observed in the Province of Alberta.

"*Common Expenses*" means the expenses related to the performance of the objects, powers and duties of the *Condominium Corporation* and all expenses specified as administrative or common expenses in the by-laws of the *Condominium Corporation* or in the *Condominium Property Act*.

"*Condominium Corporation*" means the condominium corporation that was created by the registration of the *Condominium Plan*.

"*Condominium Plan*" means the condominium plan that was registered for the *Property* under the *Condominium Property Act* to create the *Condominium Corporation* and by which the *Property* became condominium units and associated common property interests.

"*Condominium Property Act*" means the *Condominium Property Act*, R.S.A. 2000, c. C-22 (as amended or replaced) and includes all regulations made pursuant to that Act.

"*Convey*" means sell, convey, dispose of, transfer or lease, or enter into an agreement to sell, convey, dispose of, transfer or lease (whether by operation of law or otherwise); "*Conveyed*" has a corresponding meaning.

"*Costs*" means all of the fees, costs, charges and expenses relating to:

- (i) the *Approval*, preparation, execution and registration of the *Mortgage*, any document connected with the *Mortgage* and any amendment, discharge or transfer of the *Mortgage*;
- (ii) any amounts the *Bank* is entitled to charge you or pay on your behalf under the *Mortgage*;
- (iii) any expenses that the *Bank* incurs in enforcing any of its remedies under the *Mortgage*;
- (iv) any charges of a municipality or other taxing authority for providing the *Bank* with information on *Taxes* or imposed because the *Bank* (rather than you) is paying *Taxes*;
- (v) any inspection of the *Property*;
- (vi) any environmental testing, site assessment, investigation, study or inspection of the *Property*;
- (vii) all repairs made to the *Property*;
- (viii) having to take possession and secure, complete and equip any buildings, structures or improvements on the *Property*, including completing construction of the *Property*;
- (ix) the renewal of any leasehold interest;
- (x) the cost of any *Receiver*;
- (xi) any expenses incurred in removing a builders' lien from title to the *Property*, obtaining a discharge of a builders' lien or defending a builders' lien action relating to the *Property*;
- (xii) any *Property* insurance costs incurred by the *Bank*;
- (xiii) any mortgage insurance or title insurance; and
- (xiv) all lawyers' fees and disbursements (including those of the *Bank's* in-house lawyers) in any way relating to items (i) through (xii) on a full indemnity basis.

"*Credit Documents*" means documents *Approved* by you and the *Bank* that relate to *Debt*. *Credit Documents* include promissory notes, line-of-credit agreements, loan agreements, guarantees, any other documents that you have agreed will be secured by the *Property* and any amendments or renewals of those documents.

"*Debt*" means all present and future amounts owing by *you* to the *Bank*, including *Interest*, pursuant to a line of credit agreement, loan agreement, guarantee or any other document that *you* have agreed will be secured by the *Property*. Without limiting the previous sentence, *Debt* includes any debt, past, present or future, direct or indirect, absolute or contingent, matured or not, remaining unpaid by *you* to the *Bank*, in any currency, whether arising from dealings between *you* and the *Bank* or from any other dealings or proceedings by which the *Bank* may in any manner be or become *your* creditor, however incurred, whether incurred by *you* alone or with others and whether as principal or as surety.

"*Guarantor*" means each guarantor described in the *Mortgage* or who signs a written document, agreeing to be responsible for all or some of *your* *Obligations* and agreeing to be bound by the terms of either or both of the *Mortgage* and the *Credit Documents*.

"*Interest*" means all the interest owing from time to time under the *Mortgage* or the *Credit Documents*, calculated at the applicable *Interest Rate*.

"*Interest Rate*" means the interest rate or rates set out in the *Credit Documents*.

"*Law*" means any law, statute, rule, requirement, demand, order, direction, code, guideline, ordinance, by-law, policy or regulation of any government, governmental authority or agency.

"*Law of Property Act*" means the Law of Property Act, R.S.A. 2000, c. L-7 (as amended or replaced) and includes all regulations made pursuant to that Act.

"*Lease*" means any lease, sublease or agreement to lease that gives *you* *your* interest in the *Property* as a tenant, lessee, subtenant or sublessee.

"*Leased Property*" means *your* leasehold interest in the *Property* under a *Lease*.

"*Mortgage*" means the mortgage or charge of the *Property* signed by *you* and any schedules, including the terms of this Standard Form Mortgage. "*Mortgage*" also includes all amendments.

"*Obligations*" means all of the obligations that *you* have agreed to perform and all of the promises *you* have made under the *Mortgage* and the *Credit Documents*.

"*Principal Amount*" means the original principal that is indicated in the *Mortgage*.

"*Property*" means all or any part of (i) the lands described in the *Mortgage*, (ii) any buildings or structures now on those lands or added to those lands at any time and (iii) anything now or later attached or fixed to those lands, buildings or structures.

"*Purchaser*" has the meaning set out in Section 3.01.

"*Receiver*" means a person appointed by the *Bank* or a Court to collect income from and manage the *Property*; "*Receiver*" includes a receiver and a receiver and manager.

"*Taxes*" means all present and future realty taxes, rates and assessments of any nature or kind on the *Property* and includes interest and penalties.

"*You*" means each of the persons indicated as chargors or mortgagors in the *Mortgage* and anyone else who is bound by the *Mortgage* under Section 6.08. "*Your*" has a corresponding meaning.

Date: July, 2015

Mortgage Ref. No.: 1225570 (716)

MELESSE DAHESSA GUTAMA

- to -

THE TORONTO-DOMINION BANK

MORTGAGE

STEWART BROWNLEE LAW

Barrister & Solicitor
202 North Town Centre
9450 - 137th Avenue NW
Edmonton, AB T5E 6C2
T. (780) 800-5511
F. (780) 800-5583

Solicitor's File: 1377

152221982 REGISTERED 2015 07 21
MORT - MORTGAGE
DOC 2 OF 2 DR#: 00D2SEF ADR/ELDEROT
LINC/S: 0015934649



THIS AGREEMENT ENTERED INTO THIS 13th DAY OF JULY, 2015

BETWEEN:

MELESSE GUTAMA of

15911-95 Street

Edmonton, Alberta T5Z 0E9

PARTY OF THIS FIRST PART

-AND-

HUSS CHOUFI of

15508-74 Street

Edmonton, Alberta T5Z 2Y1

PARTY OF THE SECOND PART

This is Exhibit " T " referred to in the
Affidavit of

Endale Gutama

Sworn before me this 16 day
of January A.D., 2023

A Commissioner for Oaths in and for
the Province of Alberta

David Archibold
Barrister & Solicitor

COPY

PROPERTY AGREEMENT

WHEREAS MELESSE GUTAMA is the legal owner of a certain property municipally known as:

12304 – 96 STREET
EDMONTON, ALBERTA T5G 1W5

and legally described as:

PLAN 6999ET
BLOCK 10
LOT 4
EXCEPTING THEREOUT ALL MINES AND MINERALS

AND WHEREAS the party of the first part and the party of the second part have legal interests in the aforesaid property;

AND WHEREAS it is the intention of the parties that the property will be transferred to the corporation Vital Property Services Inc., or such similar corporation, so long as the transfer of ownership is beneficial on a legal and taxation basis;

AND WHEREAS it is acknowledged that title to the property, financing, insurance and other necessary matters are presently in the sole name of Melesse Gutama;

NOW THEREFORE:

1. It is agreed that the purchase price of the aforementioned property was **THREE HUNDRED & EIGHTY-SIX THOUSAND (\$386,000.00) DOLLARS** and that the property has been paid for in the following manner:

MELESSE GUTAMA	-	\$48,150.00
HUSS CHOUFI	-	\$48,150.00
MORTGAGE PROCEEDS	-	\$289,700.00
TOTAL	-	\$386,000.00

2. It is hereby **FURTHER** agreed that:
- a) Upon the sale of the aforesaid property, and deduction of Real Estate fees, any related disbursements, legal fees, payout of mortgage and taxes, the balance of the sale price, if any, will be split equally between the party of the first part and the party of the second part.
 - b) **IN THE EVENT** of foreclosure the same procedure as in a) above will be used to divide the proceeds.
3. Notwithstanding that the property, at any particular time, is legally held by Melesse Gutama, either party may force a sale relying on this agreement.
4. This agreement is void upon the transfer of the property to Vital Property Services Inc. or a similar corporation.

THIS AGREEMENT shall be binding and shall enure to the benefit of the parties hereto, their heirs, executors, administrators and assigns.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals as of the day, month and year first above written.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**



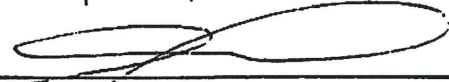
WITNESS STEWART F. BROWNLEE



WITNESS STEWART F. BROWNLEE



MELESSE GUTAMA



HUSS CHOUFI

ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE

IMAGE OF DOCUMENT REGISTERED AS:

172004928

ORDER NUMBER: 45247427

This is Exhibit " U " referred to in the
Affidavit of

Endale Gutama

Sworn before me this 16 day

of January A.D., 2023

A Commissioner for Oaths in and for
the Province of Alberta

David Archibold
Barrister & Solicitor

ADVISORY

This electronic image is a reproduction of the original document registered at the Land Titles Office. Please compare the registration number on this coversheet with that on the attached document to ensure that you have received the correct document. Note that Land Titles Staff are not permitted to interpret the contents of this document.

Please contact the Land Titles Office at (780) 422-7874 if the image of the document is not legible.

TRANSFER OF LAND

I, MELESSE GUTAMA

being registered owner of an estate in fee simple (leasehold, life estate), subject to registered encumbrances, liens and interests, if any, in all that piece of land described as follows:

PLAN 6999ET
BLOCK 10
LOT 4

EXPECTING THEREOUT ALL MINES AND MINERALS

do hereby, in consideration of (the sum of) Nil (\$ NIL) Dollars

transfer to: MELESSE GUTAMA
AND
HUSSEIN CHOUFI OF
12304-96 STREET
EDMONTON, AB.
T5G 1W5

all my (our) estate and interest in that piece of land.

IN WITNESS WHEREOF I (we) have hereunto subscribed (affixed) my (our, its) name(s) (and corporate seal by its proper officers)

this 15TH DAY OF DECEMBER, 2016
(DATE)

SIGNED by the above named

in the presence of MR. BOB DZERYK

x 
(TRANSFEROR SIGN HERE)

x R. A. Dzerzyk
(WITNESS SIGN HERE)

x 
(TRANSFEROR SIGN HERE)

AFFIDAVIT OF EXECUTION

I, BOB DZERYK

of EDMONTON in the Province of ALBERTA make oath and say:

1. I was personally present and did see MR. MELESSE GUTAMA AND MR. HUSSEIN CHOUFI

who is (are) known to me to be the person(s) named in the within 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(s) named in the within instrument, duly sign the instrument;

2. The instrument was signed at EDMONTON in the province of ALBERTA

and I am the subscribing witness thereto;


3. I believe the person(s) whose signature I witnessed is (are) at least eighteen (18) years of age.

SWORN before me at EDMONTON

in the Province of ALBERTA

this 15TH DAY OF DECEMBER, 2016
(DATE)

x R. A. Dzerzyk
(WITNESS SIGN HERE)


A COMMISSIONER, ETC. (OR AS THE CASE MAY BE)

KAMAL J. HALABI
A COMMISSIONER FOR OATHS IN THE AND
FOR THE PROVINCE OF ALBERTA

APPOINTEE # 0606722
MY APPOINTMENT EXPIRES FEBRUARY 20, 2018

CONSENT OF SPOUSE

I, SEADA ABDO HASEN

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 disposition.

x 
(SIGNATURE OF SPOUSE)

Form C CERTIFICATE OF ACKNOWLEDGEMENT BY SPOUSE Dower Act, Sections 5, 6 and 9

1. This document was acknowledged before me by SEADA ABDO HASEN apart from her husband (or his wife).

2. SEADA ABDO HASEN 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 (or his wife).

DATED at EDMONTON
 in the Province of ALBERTA
 this 15TH DAY OF DECEMBER, 2016
 (DATE)

[Signature]
 (TITLE OF OFFICIATING OFFICER)
 VERBALLY - HALABI

Form D DOWER AFFIDAVIT A COMMISSIONER FOR OATHS IN THE DOWER ACT, SECTION 4 FOR THE PROVINCE OF ALBERTA MY APPOINTMENT EXPIRES FEBRUARY 28, 2018 APPOINTEE # 063376

I, _____ of _____ in the Province of _____ make oath and say:

1. I am the transferor (or the agent acting under power of attorney in my favour registered in the Land Titles Office on _____ as instrument number _____ granted by the transferor) named in the within instrument.
 2. I am (or My principal is) not married.
 or
 Neither myself nor my spouse (or my principal nor my principal's spouse) have resided on the within mentioned land at any time since our (or their) marriage.
 or
 I am (or My principal is) married to _____ being the person who executed the instrument of dower rights registered in the Land Titles Office on _____ number _____

SWORN before me at _____
 in the Province of _____
 this _____ (DATE) _____ (SIGNATURE)

A COMMISSIONER, ETC. (OR AS THE CASE MAY BE)

172004928 REGISTERED 2017 01 06
 TFLA - TRANSFER OF LAND
 DOC 1 OF 1 DRR#: 5639298 ADR/CELDER
 LINC/S: 0015934649

Form G AFFIDAVIT OF EXECUTOR OR ADMINISTRATOR

I, _____ of _____ in the Province of _____ make oath:

1. I am the executor (administrator) of the estate of _____
 2. To the best of my knowledge, information and belief, the deceased was not married.
 or
 To the best of my knowledge, information and belief, the spouse of the deceased married person is dead.
 or
 To the best of my knowledge, information and belief, neither the deceased nor the spouse of the deceased have resided on the _____ at any time since their marriage.
 or
 To the best of my knowledge, information and belief, the deceased was, at the time of death, married to _____ being the person who executed the release of dower rights registered in the _____ as instrument number _____

3. There are no minors interested in the said estate nor were there any minors interested in the estate at the time of the death of the said deceased.

SWORN before me at _____
 in the Province of _____
 this _____ (DATE) _____ (EXECUTOR/ADMINISTRATOR)

A COMMISSIONER, ETC. (OR AS THE CASE MAY BE)

Form 32 AFFIDAVIT RE VALUE OF LAND Land Titles Act, Section 164

WE, MELESSE GUTAMA AND HUSSEIN CHECHI
 of EDMONTON in the Province of ALBERTA make oath and say:

1. I am (one of) the transferee(s) (or agent of the transferee(s)) named in the within transfer and I know the land therein described;
 2. I know the circumstances of the said transfer, and the true consideration paid by me (us) is as follows: (give full details: cash, assumption of mortgage, exchange or other consideration with cash value of same.) NIL
 3. The current value* of the land** in my opinion is \$ NIL \$334000.00

*"value" means the dollar amount that the land might be expected to realize if it were sold on the open market by a willing seller to a willing buyer.
 **"land" includes buildings and all other improvements affixed to the land.

SWORN before me at EDMONTON
 in the Province of ALBERTA
 this 15TH DAY OF DECEMBER, 2016
 (DATE)

[Signature]
 (SIGNATURE)

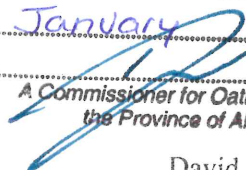
KAMAL J. HALABI
 COMMISSIONER FOR OATHS IN THE AND FOR THE PROVINCE OF ALBERTA
 MY APPOINTMENT EXPIRES FEBRUARY 28, 2018
 APPOINTEE # 0696722

ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE

IMAGE OF DOCUMENT REGISTERED AS:

202176935

ORDER NUMBER: 45247340

This is Exhibit " V " referred to in the
Affidavit of
Endale Gutama
Sworn before me this 16 day
of January A.D., 2023

A Commissioner for Oaths in and for
the Province of Alberta

David Archibold
Barrister & Solicitor

ADVISORY

This electronic image is a reproduction of the original document registered at the Land Titles Office. Please compare the registration number on this coversheet with that on the attached document to ensure that you have received the correct document. Note that Land Titles Staff are not permitted to interpret the contents of this document.

Please contact the Land Titles Office at (780) 422-7874 if the image of the document is not legible.

Transfer of Land

We, MELESSE GUTAMA AND HUSSEIN CHOUFI

being registered owner of an estate in fee simple (leasehold, life estate), subject to registered encumbrances, liens and interests, if any, in all that piece of land described as follows:

PLAN 6999ET
BLOCK 10
LOT 4
EXCEPTING THEREOUT ALL MINES AND MINERALS

Do hereby, in consideration of the sum of \$ \$1.00 transfer to:

TIDY HOLDINGS CORPORATION of 12304-96 STREET, EDMONTON, AB, T5G 1W5

All my/our estate and interest in that piece of land.


IN WITNESS WHEREOF I/we have hereunto subscribed (affixed) my/our names (and corporate seal by its proper officers) this 6th day of August, 2020.

SIGNED by the above named in the presence of:



Witness - Belal Najmeddine

)
)
)
)
)
)
)
)
)
)
)
)



MELESSE GUTAMA



HUSSEIN CHOUFI

Affidavit of Execution

I, Belal Najmeddine of Edmonton, AB make oath and say:


- 1. I was personally present and did see Melesse Gutama and Hussein Choufi who, on the basis of identification provided to me, I believe to be the person(s) named in the within instrument, duly sign the instrument.
- 2. The instrument was signed at Edmonton, in the province of Alberta and I am the subscribing witness thereto.
- 3. I believe the person(s) whose signature I witnessed is/are at least eighteen (18) years of age.

SWORN before me at Edmonton, in the)
 Province of Alberta this 6th day of)
 August, 2020.)



_____)
 A Commissioner for Oaths in and for)
 Alberta)

ADEEL MALIK
 Barrister & Solicitor



 Belal Najmeddine

Affidavit Re Value Of Land

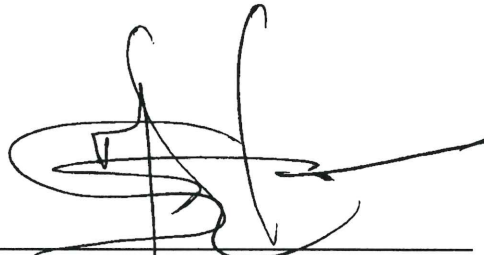
I Melesse Gutama of Edmonton, AB make oath and say:

1. I am agent of the transferee named in the within transfer and I know the land therein described.
2. I know the circumstances of the said transfer, and the true consideration paid by me(us) is as follows: (give full details: cash, assumption of mortgage, exchange or other consideration with cash value of same).


ASSUMPTION OF MORTGAGE

3. The current value* of the land**, in my opinion is \$310,500.00
***"value" means the dollar amount that the land might be expected to realize if it were sold on the open market by a willing seller to a willing buyer*
****"land" includes buildings and all other improvements affixed to the land*

SWORN before me at Edmonton, in the)
 Province of Alberta 6th day of August,)
 2020.)
)
)
)
)
)
)



 Melesse Gutama



 A Commissioner for Oaths in and for
 Alberta

BELAL NAJMEDDINE
 Barrister and Solicitor



202176935

202176935 REGISTERED 2020 08 20
TFLA - TRANSFER OF LAND
DOC 1 OF 1 DR#: B1694CA ADR/CSTRONSK
LINC/S: 0015934649



Estates Department
 4880 Tahoe Blvd,
 Mississauga, ON L4W 5P3

9/21/2022

The Estate of Melesse Dahessa Gutama
 C/O Authorized Representative
 15911 95 St Nw
 Edmonton AB T5Z 0E9

This is Exhibit " W " referred to in the
 Affidavit of
Endale Gutama
 Sworn before me this 16 day
 of January A.D., 2023
 A Commissioner for Oaths in and for
 the Province of Alberta

David Archibold
 Barrister & Solicitor

**Important information regarding the credit products held at
 TD Canada Trust by the Estate of Melesse Dahessa Gutama**

You are receiving this letter because we understand you are an authorized representative of the Estate. This letter provides you with important information regarding the TD Canada Trust credit products that the deceased held with us.

Our records indicate the following credit product (s) Mortgage - 1225570 covered by Credit Protection insurance.

To initiate a TD Credit Protection insurance claim for the mortgage, loan or line of credit, please complete the attached **Claim for Group Creditor Life Insurance** and return to the TD Canada Trust branch location most convenient for you or directly to the address below.

TD Life Insurance Company
 Claims Department
 P.O. Box 1
 TD Centre
 Toronto, ON M5K 1A2

For more information regarding TD Credit Protection insurance claims, please call 1-888-983-7070, Monday to Friday, 8:00 a.m. to 8:00 p.m. ET.

Sincerely,

Russ Gowan
 Associate Vice President
 Money In Customer Service

©/ The TD logo and other trade-marks are the property of The Toronto-Dominion Bank or a wholly-owned subsidiary, in Canada and/or other countries.



TD Insurance
Meloche Monnex

TD Insurance
Direct Agency Inc.
101 McNabb Street, 2nd Floor
Markham, ON L3R 4H8

Home Insurance Policy Cancellation

Policy no.: 00127279686 Account no.: 0056664802
 Insured by: Security National Insurance Company
 Policy term: July 13, 2022 to July 13, 2023
 Cancellation effective date: August 2, 2022

Payment Summary

Credit resulting from cancellation: \$1,231.00CR
 Unpaid balance prior to cancellation: \$1,080.62
 Total remaining balance: \$150.38CR

No taxes applicable

Confirmation of Pre-Authorized Debits Agreement

Following this transaction and considering payments made until now, we owe you an amount of \$150.38. This amount will be deposited in your account within 30 days of the invoice date.

Please verify your banking information below and contact us if any changes are required. The first digits have been concealed to protect your personal information.

Name of bank account holder(s): MELESSE GUTAMA
 Financial institution: The Toronto-Dominion Bank
 Transit number: ***69
 Account number: ***6086
 PAD category: Personal

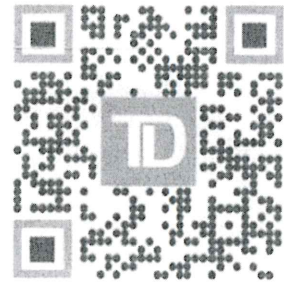
Invoice

Invoice date: July 13, 2022

Questions?

If you have questions about your invoice, visit us online at tdinsurance.com/myinsurance.

You can view billing and payment details, modify your payment plan or chat with an advisor. You can also access MyInsurance by scanning this QR code:



You can also call us at 1-800-268-8955.

This is Exhibit " X " referred to in the Affidavit of

Endale Gutama

Sworn before me this 16 day

of January A.D., 2023

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

David Archibold
Barrister & Solicitor



Important Information about your Pre-Authorized Debits ("PAD")

The requirements of the Canadian Payments Association ("CPA") are subject to the following conditions for all new PAD Agreements.

- **By entering into a PAD Agreement with us, you have agreed that we may reduce the standard Confirmation period of the PAD Agreement from fifteen (15) calendar days to three (3) calendar days.**
- **You also agree that we may waive the standard period of pre-notification for any changes to the amount or date of your PAD payments.**
- You may cancel your PAD Agreement by giving us notice at least fifteen (15) days before the next scheduled PAD.

You have certain recourse rights if any debit does not comply with these terms. For example, you have the right to receive a reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on your recourse rights, contact your financial institution or visit www.cdnpay.ca.



TD Insurance
Melroe Monnex

00001272796861 - RSLECA510E - 22-07

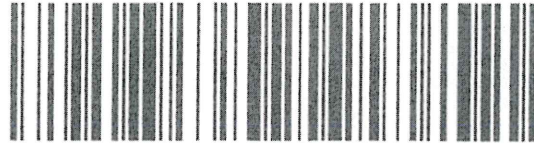
July 13, 2022
REGISTERED

TD Insurance
Direct Agency Inc.
101 McNabb Street
2nd Floor
Markham, ON L3R 4H8
T: 1-800-268-8955
F: 1-888-662-8024
www.tdinsurance.com/affinity

00001272796861
MELESSE GUTAMA
15911 95 ST NW
EDMONTON AB T5Z 0E9

000041

Registered Mail™ | Courrier Recommandé^{MC} SIGNATURE



TRACKING NUMBER RN 656 779 274 CA N° DE REPÉRAGE



Effective August 2, 2022, we will terminate
your home insurance policy #00127279686
Insured by: Security National Insurance Company

Dear Melesse Gutama,

We are committed to keeping you informed about matters affecting your coverage. Our goal is to always provide you with exceptional service.

I am writing to let you know that the home insurance policy noted above will be terminated, effective August 2, 2022.

The above noted policy provides coverage for the following property(ies):

- 12304 96 ST NW EDMONTON AB T5G 1W5

Coverage will be terminated for the following reason(s):

- There has been a material change in the risk.

If you have an outstanding balance due, the amount of this balance will be shown on the included invoice.

Please note that the termination of this policy could impact your eligibility for Multi-Home and Multi-Product savings on any other policy you may currently hold with us. Any such discount will be removed or decreased as of this policy's termination effective date, shown above. If this applies to you, we will send you all details by mail.

(over, please)



The TD Insurance Melroe Monnex home and auto policies are underwritten by Security National Insurance Company and distributed by TD Insurance Direct Agency Inc.

Questions? We're ready for you

We want to take this time to thank you for your business. If you have any questions or need assistance, please contact us at 1-800-268-8955. Our offices are open weekdays from 8:00 a.m. to 8:00 p.m. and Saturdays from 9:00 a.m. to 4:00 p.m.

Sincerely,



Suzanne Courtlander
Vice President, Customer Advice Centres

P0000041/C0000286_2/4_0220884__SEL /