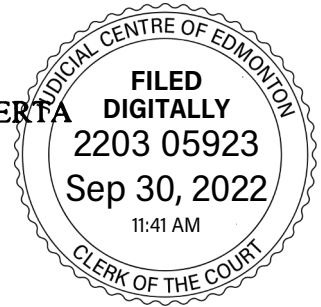


COURT FILE NUMBER 2203-05923
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON
PLAINTIFF COBRA MORTGAGE SERVICES LTD.
DEFENDANT WOLF CREEK GOLF RESORT LTD., WOLF CREEK VILLAGE LTD. and RYAN VOLD



DOCUMENT **AFFIDAVIT**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
WARREN SINCLAIR LLP
600, 4911 – 51 STREET
RED DEER, AB T4N 6V4
ATTENTION: MATTHEW R. PARK
PHONE: (403) 343-3320
FAX: (403) 343-6069
FILE NUMBER: 116174/MP

AFFIDAVIT OF Thomas Hazlett

Sworn on September 27, 2022

I, THOMAS HAZLETT, of the Town of Summerland, in the Province of British Columbia, an authorized representative of Cobra Mortgage Services Ltd. ("Cobra") MAKE OATH AND SAY AS FOLLOWS:

Introduction:

1. I have personal knowledge of the matters hereinafter deposed to, except where stated

to be based on information and belief, in which case I verily believe the same to be true.

2. I hold the position of Vice President, Lending with Cobra and am authorized to swear this affidavit on Cobra's behalf.
3. I have reviewed Cobra's business records relevant to the within proceedings and application, which I believe were made in the ordinary and usual course of business, and where I do not have direct personal knowledge of the matters deposed to in this affidavit, my knowledge is derived from my review of Cobra's business records.

Background:

4. The defendant Wolf Creek Golf Resort Ltd. ("**Resort**") is a corporation incorporated pursuant to the laws of Alberta.
5. The defendant Wolf Creek Village Ltd. ("**Village**") is a corporation incorporated pursuant to the laws of Alberta.
6. The defendant Ryan Vold ("**Ryan**") is a director and voting shareholder of both Resort and Village.
7. Marked collectively as **Exhibit "A"** and attached hereto are the results of searches conducted at the Alberta Corporate Registry on September 22, 2022 in respect of Resort and Village.
8. Resort owns and operates two, 18-hole golf courses from the Cobra Mortgaged Lands (as hereinafter defined), which are located in the vicinity of Ponoka, Alberta (the "**Wolf Creek Courses**").
9. As part of its operations in respect of the Wolf Creek Courses, Resort operates and maintains a practice facility and clubhouse.
10. Additionally, Resort has developed an RV resort on a portion of the Cobra Mortgaged

Lands (the “RV Resort”).

11. The RV Resort consists of 76 lots. Insofar as Cobra is aware, 41 of those lots are currently under lease to tenants.
12. Village is the developer of a residential subdivision located near the Wolf Creek Courses and known as “The Village at Wolf Creek”.
13. Insofar as Cobra is aware, Village has sold some of the lots within The Village at Wolf Creek and remains the owner of some of the lots within that subdivision (the “Village-Owned Lots”).
14. Cobra does not have a mortgage registered against title to the Village-Owned Lots.
15. Resort has permitted Village to construct a water treatment facility and wastewater treatment facility on a portion of the Cobra Mortgaged Lands (collectively the “Treatment Facility”)
16. Insofar as Cobra is aware, the Treatment Facility primarily services the lots within The Village at Wolf Creek.
17. Insofar as Cobra is aware, the Treatment Facility is operated by Village.
18. The nature of the arrangements, if any, between Resort and Village that: (1) allowed for the construction of the Treatment Facility on land owned by Resort and (2) the operation of the Treatment Facility from land owned by Resort, are unclear to Cobra.

The Resort Credit Facility:

19. On application by Resort, Cobra agreed to provide to Resort a non-revolving loan in the principal amount \$2,750,000.00, with interest thereon at the greater of 8.00% per annum and a variable rate per annum (in either case, both before and after maturity, default and judgment) equal to the rate established by the Royal Bank of Canada from time to time as the Royal Bank of Canada’s prime lending rate for Canadian Dollar

Loans, plus 4.30% on the outstanding balance of the principal sum owing from time to time, with such interest calculated daily and payable monthly (the “**Resort Credit Facility**”).

20. The terms of the Resort Credit Facility are set out in a written commitment dated August 27, 2018 (the “**Commitment**”), a true copy of which is marked as **Exhibit “B”** and attached hereto.
21. The terms of repayment of the Resort Credit Facility were monthly, interest-only payments on any funds advanced by Cobra to Resort, commencing November 1, 2018 and continuing until October 1, 2019, at which time the balance of principal and interest then outstanding was due and payable.
22. As of September 22, 2022, the indebtedness owed by Resort to Cobra pursuant to the Resort Credit Facility amounted to \$2,985,617.57, inclusive of principal and interest, plus interest thereafter at the per diem rate of \$583.69, plus all of Cobra’s costs, including legal costs on a solicitor and own client, full indemnity basis (the “**Resort Indebtedness**”).

The Guarantees:

23. To secure all indebtedness owing by Resort to Cobra, including the Resort Indebtedness, the following guarantees were executed in favor of Cobra:
 - a) A Guarantee dated September 12, 2018 and executed by Village in favor of Cobra, guaranteeing to Cobra the repayment of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing to Cobra by Resort, including all of Cobra’s legal costs on a solicitor and own client, full indemnity basis (the “**Village Guarantee**”).
 - b) A Guarantee dated September 12, 2018 and executed by Ryan in favor of Cobra, guaranteeing to Cobra the repayment of all debts and liabilities, present or

future, direct or indirect, absolute or contingent, matured or not, at any time owing to Cobra by Resort, including all of Cobra's legal costs on a solicitor and own client, full indemnity basis.

Marked collectively as **Exhibit "C"** and attached hereto are true copies of the said Guarantees.

The Security:

24. To secure due payment of all present and future indebtedness and liabilities of Resort to Cobra, Resort granted to Cobra the following:
 - a) A promissory note dated September 12, 2018, a true copy of which is marked as **Exhibit "D"** and attached hereto.
 - b) A collateral mortgage dated September 12, 2018 and registered in the Alberta Land Titles Office on October 2, 2018 as registration number 182 246 658 securing the principal amount of \$2,750,000.00, plus interest as set out in the Commitment and legal costs on a solicitor and own client full indemnity basis (the "**Cobra Collateral Mortgage**"). Marked as **Exhibit "E"** and attached hereto is a true copy of the Cobra Collateral Mortgage.
 - c) An Assignment of Rents and Leases dated September 12, 2018 and registered in the Alberta Land Titles Office by way of caveat on October 2, 2018 as registration number 182 246 659. Marked as **Exhibit "F"** and attached hereto is a true copy of the Assignment of Rents and Leases.
 - d) General Security Agreement dated September 12, 2018 whereby Resort granted a security interest in favor of Cobra in all of its present and after-acquired personal property (the "**Resort GSA**"). Marked as **Exhibit "G"** and attached hereto is a true copy of the Resort GSA.

- e) General Security Agreement dated September 12, 2018, whereby Village granted a security interest in favor of Cobra in all of its present and after-acquired personal property (the “Village GSA”). Marked as **Exhibit “H”** and attached hereto is a true copy of the Resort GSA.
 - f) Assignment of Lease Proceeds dated May 1, 2019, a true copy of which is marked as **Exhibit “I”** and attached hereto.
25. The real property charged by the Cobra Collateral Mortgage will be referred to in this affidavit as the “**Cobra Mortgaged Lands**”. Marked collectively as **Exhibit “J”** and attached hereto are Land Title Certificates for the Cobra Mortgaged Lands as of September 21, 2022.
26. At all material times, the Resort GSA and the Village GSA have been perfected by registration at the Alberta Personal Property Registry (“**PPR**”). In that regard, marked collectively as **Exhibit “K”** and attached hereto are printouts of the results of PPR searches conducted on September 21, 2022.

The Initial Default:

27. Default was made by Resort in payment of the Resort Credit Facility on the terms provided for by the Commitment.
28. Additionally, Cobra came to learn that Resort had permitted the registration of a subordinate mortgage against title to the Cobra Mortgage Lands in contravention of the terms of the Cobra Collateral Mortgage.
29. Accordingly, by way of letter dated April 20, 2020, Cobra demanded payment of the Resort Credit Facility. Marked as **Exhibit “L”** and attached hereto is a true copy of the said letter.
30. By way of letter dated April 20, 2020, Cobra demanded payment of the amounts owing

to it by Village under the terms of the Village Guarantee. Marked as **Exhibit “M”** and attached hereto is a true copy of the said letter.

The Forbearance Agreement:

31. On or about April 20, 2020, a Forbearance Agreement was entered into by the parties (the “**Forbearance Agreement**”). Marked as **Exhibit “N”** and attached hereto is a true copy of the Forbearance Agreement.

32. By the Forbearance Agreement, the Defendants, as applicable, acknowledged and agreed, amongst other things, that:

a) They were in default of their obligations owed to Cobra.

b) Their liability to Cobra was joint and several.

c) They did not dispute their liability to Cobra and had no claims for set-off, counterclaim or damages as against Cobra.

d) The Security (as defined in the Forbearance Agreement) was binding upon them and enforceable against them in accordance with the terms thereof.

33. By the Forbearance Agreement, the Defendants agreed to the appointment of a Receiver of all of Resort and Village’s current and future assets, undertakings and properties of every nature and kind whatsoever and wherever situate, including all proceeds thereof.

34. By the Forbearance Agreement, the parties agreed that:

a) The Forbearance Agreement constituted the entire agreement of the parties relating to the subject matter thereof and could not be amended or modified except by written consent executed by all parties.

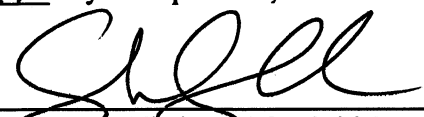
- b) No provision of the Forbearance Agreement would be deemed waived by any course of conduct unless such waiver was in writing and signed by all parties, specifically stating that it is intended to modify the Forbearance Agreement.
35. By the Forbearance Agreement, the Defendants agreed to pay all amounts owed by them to Cobra, as particularized in the Forbearance Agreement, no later than August 1, 2020, failing which Cobra would be at liberty to pursue all remedies available to it at law and in equity including, without limitation, the remedies available to it pursuant to the terms of the Forbearance Agreement.
36. The purpose of the formal forbearance period provided for by the Forbearance Agreement, and the informal forbearance period that followed, was to allow Resort time to pay the Resort Credit Facility by way of obtaining other financing or through a sale of some or all of its assets.
37. Despite making efforts to do so, Resort has been unable to secure alternate financing or to otherwise pay the Resort Credit Facility and Cobra has lost any confidence it may have once had in Resort's ability to do so.

The Post-Forbearance Default:

38. Default was made by the Defendants in terms of their payment obligations owed to Cobra pursuant to the Forbearance Agreement.
39. Since April, 2020, Cobra has received limited and sporadic payments from Resort.
40. At the same time, as of April, 2022, Resort had incurred payables exceeding \$1,000,000.00, a significant portion of which relate to construction of the RV Resort.
41. Cobra has also learned that Resort obtained a Western Economic Diversification loan in the amount of \$340,000,000.

42. Further, Cobra recently discovered that NU Edge Construction Ltd. (“**NU Edge**”) has obtained a judgment against Resort in the approximate amount of \$564,000.00.
43. Based on my review of some of the financial information Resort has provided to Cobra, it is my belief that the NU Edge judgment relates to services and/or materials provided by NU Edge to Resort in respect of the construction of the RV Resort and for which NU Edge has not been paid.
44. Based on my review of tax certificates issued by Lacombe County and Ponoka County, true copies of which are marked collectively as **Exhibit “O”** and attached hereto, I am informed that Resort’s property tax accounts in relation to the Cobra Mortgaged Lands are in arrears in excess of \$160,000.00 Some of these arrears appear to date back more than 2 years
45. Cobra is concerned that during the last approximately 2.5 years, Resort has made only minimal payments to Cobra while at the same time incurring significant liabilities, which it seemingly lacks the capacity to service.
46. Cobra is also concerned that Resort’s property tax account remains in arrears, which is a situation that existed as of the date on which the Forbearance Agreement was entered into.
47. For the reasons stated above, Cobra has lost confidence in the ability of Resort’s management to operate Resort’s business in a commercially reasonable manner and in compliance with its covenants made, and obligations owed, to Cobra
48. Accordingly, by way of letters dated March 28, 2022, Cobra again demanded payment of the Resort Credit Facility and the amounts owing to it under the Village Guarantee. Marked collectively as **Exhibit “P”** and attached hereto are true copies of the said letters. Those demands have not been complied with.
49. The most recent demands were made by Cobra shortly before the beginning of the 2022 golf season.

- 50. Given Ryan's significant knowledge and expertise in the operation of golf courses generally, and in particular the Wolf Creek Courses, Cobra thought it prudent to permit Ryan and Resort to operate the Wolf Creek Courses for the 2022 season.
- 51. The 2022 golf season is nearing its end and Cobra now wishes to move forward with the enforcement of its security.
- 52. I swear this affidavit in support of an application for an order for the relief claimed in the Application filed herewith.

SWORN before me at Kelowna)
 in the Province of British Columbia, this)
27 day of September, 2022)
)
 _____)
 A Notary Public in and for British)
 Columbia)



 THOMAS HAZLETT

SHAUN CAMPBELL
 LAWYER
 Pushor Mitchell LLP
 301 - 1665 Ellis Street
 Kelowna, BC V1Y 2B3
 Phone: (250) 762-2108

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

Date of Search: 2022/09/22
 Time of Search: 10:18 AM
 Search provided by: WARREN SINCLAIR LLP
 Service Request Number: 38330079
 Customer Reference Number: mp

Corporate Access Number: 203741392
 Business Number: 125432880
 Legal Entity Name: WOLF CREEK GOLF RESORT LTD.

Name History:

Previous Legal Entity Name	Date of Name Change (YYYY/MM/DD)
374139 ALBERTA INC.	1988/06/01

Legal Entity Status: Active
 Alberta Corporation Type: Named Alberta Corporation
 Registration Date: 1987/10/27 YYYY/MM/DD
 Date of Last Status Change: 2017/03/01 YYYY/MM/DD

Registered Office:
 Street: 5034 - 49 AVENUE
 City: PONOKA
 Province: ALBERTA
 Postal Code: T4J1S1


Records Address:
 Legal Description: SW 03 42 26 W4

Mailing Address:
 Post Office Box: P.O. BOX 4546
 City: PONOKA
 Province: ALBERTA
 Postal Code: T4J1S1

Email Address: CORPPON@SIRRSLLP.COM

Directors:

Last Name: VOLD

THIS IS EXHIBIT " A " referred to
 in the Affidavit of Thomas Hazlett
 sworn before me this 27
 day of September A.D. 2022

 A Notary Public in and for British Columbia

SHAUN CAMPBELL
 LAWYER
 Pushor Mitchell LLP
 301 - 1665 Ellis Street
 Kelowna, BC V1Y 2B3
 Phone: (250) 762-2108

First Name: RYAN
Street/Box Number: RR#3, SITE 10, BOX 5
City: PONOKA
Province: ALBERTA
Postal Code: T4J1R3

Last Name: VOLD
First Name: LORI
Street/Box Number: RR#3, SITE 10, BOX 5
City: PONOKA
Province: ALBERTA
Postal Code: T4J1R3

Last Name: WIANCKO
First Name: CATHY
Street/Box Number: RR#3, SITE 10, BOX 5
City: PONOKA
Province: ALBERTA
Postal Code: T4J1R3

Voting Shareholders:

Last Name: VOLD
First Name: RALPH
Street: R.R.3 SITE 20 BOX 6
City: PONOKA
Province: ALBERTA
Postal Code: T4J1R3
Percent Of Voting Shares: 52

Last Name: VOLD
First Name: DELORES
Street: R.R.3 SITE 20 BOX 6
City: PONOKA
Province: ALBERTA
Postal Code: T4J1R3
Percent Of Voting Shares: 2

Last Name: VOLD
First Name: RYAN
Street: RR 3 SITE 10 BOX 5
City: PONOKA
Province: ALBERTA
Postal Code: T4J1R3

•Percent Of Voting Shares: 45

Last Name: VOLD
First Name: LORI
Street: RR#3, SITE 10, BOX 5
City: PONOKA
Province: ALBERTA
Postal Code: T4J1R3
Percent Of Voting Shares: .5

Last Name: WIANCKO
First Name: CATHY
Street: RR#3, SITE 10, BOX 5
City: PONOKA
Province: ALBERTA
Postal Code: T4J1R3
Percent Of Voting Shares: .5

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: SEE SCHEDULE "A"

Share Transfers Restrictions: NO SHARES OF THE CORPORATION MAY BE TRANSFERRED WITHOUT THE PRIOR CONSENT OF THE DIRECTORS EXPRESSED BY A RESOLUTION PASSED BY THE DIRECTORS.

Min Number Of Directors: 1

Max Number Of Directors: 11

Business Restricted To: NONE

Business Restricted From: NONE

Other Provisions: SEE SCHEDULE "B"

Other Information:

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2021	2021/09/23

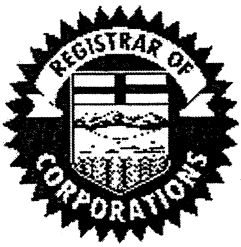
Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2001/03/19	Name/Structure Change Alberta Corporation
2016/12/02	Status Changed to Start for Failure to File Annual Returns
2018/10/19	Change Director / Shareholder
2018/10/19	Change Address
2020/02/17	Update BN
2021/09/23	Enter Annual Returns for Alberta and Extra-Provincial Corp.

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2001/03/19
Other Rules or Provisions	ELECTRONIC	2001/03/19
Letter - Spelling Error	10000707130936778	2018/09/26

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.



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

Date of Search: 2022/09/22
 Time of Search: 10:18 AM
 Search provided by: WARREN SINCLAIR LLP
 Service Request Number: 38330089
 Customer Reference Number: mp

Corporate Access Number: 2012225492
 Business Number: 803018472
 Legal Entity Name: WOLF CREEK VILLAGE LTD.

Legal Entity Status: Active
 Alberta Corporation Type: Named Alberta Corporation
 Registration Date: 2006/02/15 YYYY/MM/DD

Registered Office:

Legal Description: PLAN 6097AH, BLOCK 17
 Province: ALBERTA

Records Address:

Legal Description: PLAN 7822276, BLOCK 13, LOT 20
 Province: ALBERTA

Mailing Address:

Post Office Box: RR 3 SITE 10 BOX 5
 City: PONOKA
 Province: ALBERTA
 Postal Code: T4J1R3

Email Address: LORI@WOLFCREEKGOLF.COM

Directors:

Last Name: VOLD
 First Name: DAWN
 Street/Box Number: RR 3, BOX 5, SITE 10
 City: PONOKA
 Province: ALBERTA
 Postal Code: T4J1R3

Last Name: VOLD

First Name: RYAN
Street/Box Number: RR 3, BOX 5, SITE 10
City: PONOKA
Province: ALBERTA
Postal Code: T4J1R3

Voting Shareholders:

Last Name: VOLD
First Name: RYAN
Street: RR 3 SITE 10 BOX 5
City: PONOKA
Province: ALBERTA
Postal Code: T4J1R3
Percent Of Voting Shares: 40

Last Name: VOLD
First Name: ELEANOR
Street: RR 3 SITE 10 BOX 5
City: PONOKA
Province: ALBERTA
Postal Code: T4J1R3
Percent Of Voting Shares: 40

Last Name: VOLD
First Name: LORI
Street: RR 3 SITE 12 BOX 17
City: PONOKA
Province: ALBERTA
Postal Code: T4J1R3
Percent Of Voting Shares: 10

Last Name: WIANCKO
First Name: CATHY
Street: RR 3 SITE 12 BOX 18
City: PONOKA
Province: ALBERTA
Postal Code: T4J1R3
Percent Of Voting Shares: 10

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments**Share** SEE ATTACHED SCHEDULE "A".**Structure:****Share** NO SHARES OF THE CORPORATION SHALL BE TRANSFERRED TO ANY PERSON
Transfers WITHOUT THE UNANIMOUS APPROVAL OF THE BOARD OF DIRECTORS BY
Restrictions: RESOLUTION PASSED AT A DULY CONSTITUTED MEETING OF THE BOARD.**Min****Number Of** 1**Directors:****Max****Number Of** 7**Directors:****Business**
Restricted
To: THERE SHALL BE NO RESTRICTIONS ON THE BUSINESS WHICH THE CORPORATION MAY CARRY ON.**Business**
Restricted
From: THERE SHALL BE NO RESTRICTIONS ON THE BUSINESS WHICH THE CORPORATION MAY CARRY ON.**Other**
Provisions: SEE ATTACHED SCHEDULE "B".**Other Information:****Last Annual Return Filed:**

File Year	Date Filed (YYYY/MM/DD)
2022	2022/01/21

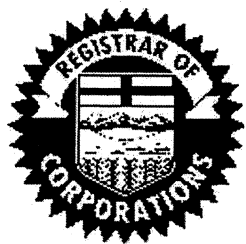
Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2006/02/15	Incorporate Alberta Corporation
2011/12/28	Change Address
2020/02/19	Update BN
2022/01/21	Enter Annual Returns for Alberta and Extra-Provincial Corp.

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2006/02/15
Other Rules or Provisions	ELECTRONIC	2006/02/15

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.



August 27, 2018



Wolf Creek Golf Resort Ltd.
C/O Mr. Ryan Vold
RR3, Site 10, Box 5
Ponoka, Alberta
T4R 1R3

Dear Mr. Ryan Vold,

Re: Terms of a 1st Mortgage financing up to \$2,750,000 secured among other things by a 1st Mortgage charge on +/- 467.54 acres known as The Wolf Creek Golf Resort in Ponoka, Alberta.

<u>Legal :</u>	<u>Containing:</u>
1. Meridian 4, Range 26, Township 42 Section, Quarter South East Excepting thereout:	160 acres
A. Plan 4300LZ Road 7.14	17.64 acres
B. Plan 5777LZ Road 0.417	1.03 acres
C. Plan 1420102 Road 0.345	.85 acres
2. Meridian 4, Range 26, Township 4-1 Section 35, All that portion of the Northwest Quarter which lies north west of the road as shown on road plan 4159EU Excepting thereout:	118.5 acres
A. Plan 1420102 Road 0.513	1.27 acres
3. Plan 0628446, Block A, Lot 1 Excepting thereout:	189.04 acres
A. Plan 0740337 Subdivision	17.10 acres
B. Plan 0823398 Subdivision	18.85 acres
C. Plan 1420102 Road	3.23 acres

THIS IS EXHIBIT "B" referred to
in the Affidavit of Thomas Hazlett
sworn before me this 27th
day of September A.D. 2012
A Notary Public in and for
British Columbia

COLLECTIVELY (the "Lands")

Further to our recent discussions and emails, I wish to advise that Cobra Mortgage Services Ltd. and/or nominee(s) are prepared to offer financing on the following terms:

- Borrower: Wolf Creek Golf Resort Limited
- Guarantor: Unlimited Personal Guarantee by Mr. Ryan Vold
- Corporate Guarantor: Unlimited Corporate Guarantee by Wolf Creek Villages Ltd.
- Lender: Cobra Mortgage Services Ltd.

SHAUN CAMPBELL
LAWYER
Pushor Mitchell LLP
301 - 1665 Ellis Street
Kelowna, BC V1Y 2R3
Phone: (250) 762-2108

5. **Principal Amount of Loan:** First Mortgage of \$2,750,000 charge over the "Lands" described above.
6. **Purpose:** To provide the Borrower with funds to pay off existing mortgage with ATB and TD and fund an Interest Reserve.
7. **Interest Rate:** To be set at the greater of Royal Bank of Canada prime lending rate +4.30% or 8% per annum calculated daily and paid monthly. Royal bank of Canada prime lending rate is 3.7% as of August 27, 2018. An interest reserve of \$100,000 will be deducted from the first advance.
8. **Lender Fee** A non-refundable lender fee of \$20,000 will be levied by the Lender to process the loan. The fee will be the responsibility of the Borrower and deemed earned upon execution of this Mortgage Lending Commitment. The lender fee will be deducted from the first advance.
9. **Date of Advance:** On or before September 30, 2018.
10. **Term:** The loan shall have a term of Twelve (12) Months. The full outstanding principal and all accrued and outstanding interest shall be due and payable on August 31, 2019.
11. **Repayment:** Monthly payments of interest only payable on the first day of each month of the term. Interest will be taken from the Interest Reserve first. Upon depletion of the Interest Reserve, the Borrower will be responsible for paying interest each month from its own reserves.
12. **Source and Application of Funds:**
- | | |
|--|------------------------------|
| Renewal of Existing Mortgage | \$1,200,000.00 |
| Addition of outstanding Interest to Mortgage | 126,345.20 |
| Payout of ATB Mortgage | 650,000.00 |
| Payout of TD Mortgage
(Final amounts TBD) | 430,000.00 |
| Interest Reserve | 100,000.00 |
| Lender Fee | <u>20,000.00</u> |
| Amount of Initial Advance | <u>\$2,526,345.20</u> |

13. Security:

- a. A promissory note in the amount of \$2,750,000;
- b. First Mortgage charge in the amount of \$2,750,000 over the Lands and improvements thereon;
- c. General Assignment of Leases and Rents to be registered against the Lands;
- d. Unlimited Personal Guarantee of Ryan Vold;
- e. General Security Agreement over all present and after – acquired personal property of the Borrower in the first priority;
- f. Approval and Assignment of all Insurance Policies in first priority for the Lands;
- g. Unlimited Corporate Guarantee of Wolf Creek Villages Ltd.
- h. General Security Agreement collateral to the Unlimited Corporate Guarantee of Wolf Creek Villages Ltd. over all present and after – acquired personal property of Wolf Creek Villages Ltd. in the first priority;
- i. General Security Agreement collateral to the Unlimited Corporate Guarantee of Wolf Creek Villages Ltd. in first priority over the water treatment facility owned by Wolf Creek Villages Ltd. and located on the lands legally described as:
 - Plan 0628446, Block A, Lot 1 189.04 acres
 - Excepting thereout:
 - A. Plan 0740337 Subdivision 17.10 acres
 - B. Plan 0823398 Subdivision 18.85 acres
 - Plan 1420102 Road 3.23 acres
- j. General Security Agreement collateral to the Unlimited Corporate Guarantee of Wolf Creek Villages Ltd. in first priority over the sewage treatment facility owned by Wolf Creek Villages Ltd. and located on the lands legally described as:
 - Meridian 4, Range 26, Township 41 118.5 acres
Section 35, All that portion of the
Northwest Quarter which lies north west
of the road as shown on road plan 4159EU
 - Excepting thereout:
 - Plan 1420102 Road 0:513 1.27 acres
- k. Assignment and postponement of claims from Wolf Creek Villages Ltd.;

- l. **Assignment and postponement of shareholder loans from the shareholders of the Borrower;**
- m. **Such other and future security as may be reasonably required by the Lender or its counsel to complete and perfect the security;**

14. Late Payments:

Late payments, including NSF or other returned cheques, will result in a \$250.00 administrative charge for each such occurrence.

15. Disbursements:

A single advance less deductions of Interest Reserve, Lender Fee and Legal Fees – in trust to the Borrower's solicitor upon such solicitor's confirmation that all security documentation has been executed and registered at the appropriate public offices.

16. Insurance:

The Borrower shall arrange for property and casualty insurance protection, including fire and other perils suitable to the Lender, on the Lands showing first loss payable to the Lender, as its interest may appear.

17. Conditions Precedent to be satisfied by Borrower:

In addition to the above cited security and related documentation, each of the following conditions precedent must be satisfied by the Borrower, in each case in form and substance satisfactory to the Lender and its counsel, prior to any advance being made, and the Lender must acknowledge in writing to the Borrower that each of such conditions precedent have been satisfied or waived;

- a) **Borrower to complete and sign the Lender's current form of Loan Application and the Borrower must cause to be attached to the Loan Application completed and signed Personal Net Worth Statements by each of the Personal Guarantors;**
- b) **Borrower to provide evidence of corporate authority of Borrower to enter into this Mortgage Lending Commitment and the security and related documents thereto, including an opinion of the Borrower's counsel as to usual matters, such as corporate status, authority, execution and delivery of all relevant supporting documentation;**
- c) **Borrower to provide evidence of satisfactory title to the Lands and the absence of any encumbrances, liens and interests except those permitted by the Lender;**

- d) Borrower to provide last two (2) years financial statements, including current or year-to-date statements, for the Borrower; (Received)
- e) Borrower to provide evidence that the Lands comply in all material respects with any restrictive covenants affecting the site and have been built and are occupied and being operated, in all materials respects, in full compliance with requirements of law, including all zoning, land use classification, building, planning, fire and health by-laws, rules, regulations, orders and codes of all federal, provincial, regional and municipal government authorities having jurisdiction with respect thereto;
- f) Borrower to provide evidence that all realty and property taxes, including levies, development charges, educational development charges and local improvement rates on the Lands billed to the date of initial advance of funds are paid in full;
- g) Borrower to sign a blanket authorization letter that grants permission to all stakeholders involved in the property in any way, to speak and/or release information to Cobra Mortgage Services Ltd and/or its agents;
- h) Borrower to execute Lender's form of Borrower Disclosure document;

**18. Conditions Precedent
to be Satisfied by
Lender:**

Each of the following conditions precedent must be satisfied or waived by the Lender, prior to the initial advance of funds and the Lender may acknowledge in writing to the Borrower if and when each of such conditions precedent have been so satisfied or waived;

- a. Site visit by Lender, accompanied by the Borrower, to the Lands for advance, when necessary, cost of which shall be to the Borrower's account; (Completed)
- b. Approval of this Mortgage Lending Commitment by the Lender's Credit Committee. (Completed)
- c. Lender being satisfied, at its sole discretion, that all of Wolf Creek Villages Ltd.'s indebtedness and security with the TD Bank is paid out and discharged.

19. Legal Fees:

All legal fees, for the Borrower and the Lender, (on a solicitor and his own clients basis) and disbursements associated with this Mortgage Lending Commitment, including the initial documentation, matters which may arise during the term of the loan and the payout of the loan, are the sole responsibility of the Borrower. All fees and costs associated with the discharge of any security are also to the Borrower's account. The legal fees will be deducted from the first advance.

20. Payment of Costs:

Any costs associated with this Mortgage Lending Commitment which the Lender may incur or be liable for, including the Lender Fees, stand by fees, application fees and legal fees and disbursements, shall be a charge against the Lands and shall bear interest at the interest rate described herein from the initial date of advance until they have been paid in full and may be deducted from mortgage proceeds. The Borrower hereby mortgages and charges all of its estate and interest in the Lands to secure the aforementioned costs.

21. Caveat:

It is also understood that Cobra Mortgage Services Ltd. or the Lender or both may register a caveat against the Lands to more fully secure the payment of costs relative to this Mortgage Lending Commitment.

**22. Termination of this
Mortgage Lending
Commitment:**

In the event that the conditions precedent to be satisfied by the Lender have been satisfied or waived by the Lender and in the further event that the conditions precedent to be satisfied by the Borrower have not been satisfied by the Borrower or the funds are not advanced by September 30, 2018 then the Lender may terminate this Mortgage Lending Commitment and if it does so, it shall have no further obligation to the Borrower to advance all or any portion of the Mortgage Loan Amount and the Borrower shall be liable to pay the Lender Fee to the Lender.

23. Not Assignable:

This Mortgage Lending Commitment and all the benefits derived there from are neither assignable nor transferable by the Borrower.

24. Advertisement:

The Lender is authorized to advertise their involvement in this project by various means including, but not limited to, worldwide web, signage on property, newspaper ads, magazine ads, and internally prepared print material.

25. Offer Expiry:

The Mortgage Lending Commitment is open for acceptance by the Borrower until 6 pm MST on August 31, 2018. Once accepted, this agreement is binding on the Borrower.

26. Consent:

In connection with this Mortgage Lending Commitment, the Borrower has and will continue to provide information including, but not limited to, confidential financial information of the Borrower and other persons, such as guarantors, to both Cobra Mortgage Services Ltd. (the "Lender") for the purposes of enabling the Lender to make decisions of creditworthiness as the Borrower, of enabling the Lender to determine its willingness to advance the loan to the Borrower and, if the Lender determines to proceed to make the loan, documenting and securing the loan to its satisfaction. Further the Lender may collect information from third parties other than the Borrower, such as credit bureaus, banks and other sources of credit information, to accomplish the above purposes

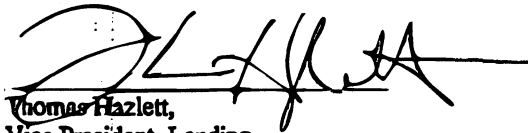
and the Borrower hereby specifically authorizes the Lender to obtain such information from such third parties. The Borrower acknowledges that in order to accomplish the aforesaid purposes, the Lender may collect, use and disclose all such information to other third parties including, but not limited to, other brokers, agents and consultants, other potential Lenders and co-Lenders and professional advisors such as lawyers, accountants, real estate professionals, etc, who the Lender may engage for advice in respect of the above purposes. The Borrower hereby consents to the collection, use and disclosure of such information by the Lender and such other third parties to accomplish the aforesaid purposes.

**27. Post Funding
Covenants**

The Borrower acknowledges that it has represented to the Lender that it is anticipating to close a sale of the Lands by no later than December 31, 2018. In the event the Borrower is unable to close the sale of the Lands by December 31, 2018, it shall report to the Lender and seek the Lender's assistance in finding an alternate buyer.

We trust you will find this letter of commitment is in accordance with your requirements and look forward to assisting you with this financing requirement.

Regards,



Thomas Hazlett,
Vice President, Lending
Cobra Mortgage Services Ltd.
Ph: 778-594-2007
Fax: 403-309-3505
Email: thazlett@cobramortgage.com

ACCEPTANCE

The terms of this Mortgage Lending Commitment of funds are hereby acknowledged and agreed to.

Dated at POWELL, AB, Canada, on the 31 day of AUGUST 2018.

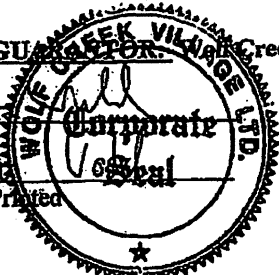
Borrower: Wolf Creek Golf Resort Limited

Per: [Signature]
Ryan Vold
Printed

Witness: [Signature]
MILES A.M. CYMBALUK, Q.C.
Printed

CORPORATE GUARANTOR: Wolf Creek Villages Limited

Per: [Signature]
Ryan Vold
Printed



Witness: [Signature]
MILES A.M. CYMBALUK, Q.C.
Printed

PERSONAL GUARANTOR:

Per: [Signature]
Mr. Ryan Vold

Witness: [Signature]
MILES A.M. CYMBALUK, Q.C.
Printed

SHAUN CAMPBELL
LAWYER
Pushor Mitchell LLP
301 - 1665 Ellis Street
Kelowna, BC V1Y 2B3
Phone: (250) 762-2108

THIS IS EXHIBIT " C " referred to
in the Affidavit of Thomas Hazlett
sworn before me this 27
day of September, A.D. 2022

FULL LIABILITY GUARANTEE



A Notary Public in and for British Columbia

For value received the undersigned ("Guarantor") hereby guarantees to COBRA MORTGAGE SERVICES LTD. ("Lender") payment, forthwith after demand made therefor as hereinafter provided, of all indebtedness and liability (present and future, direct or indirect, absolute or contingent, matured or not) of WOLF CREEK GOLF RESORT LTD. ("Borrower") to the Lender whether arising from agreement or dealings between the Lender and the Borrower or from agreement or dealings between the Lender and any third person by which the Borrower now is or hereafter may become indebted or liable to the Lender or however otherwise arising and whether the Borrower be bound alone or with another or others, and whether as principal or surety or guarantor; and the Guarantor further agrees that where more than one Guarantor executes this instrument the provisions hereof shall be read with all grammatical changes thereby rendered necessary and each reference to the Guarantor shall include the undersigned and each and every one of them severally and this guarantee and all covenants and agreements herein contained shall be deemed to be joint and several. This instrument shall be read with all grammatical changes made necessary by the Guarantor's or Borrower's gender.

2. The Lender may increase, reduce, discontinue or otherwise vary the Borrower's credit, grant time, renewals, extensions, releases and discharges to, take and give up securities (which may include other guarantees), and otherwise deal with the Borrower and other parties and securities as the Lender may see fit, and may apply all monies received from the Borrower or others or from the sale or other disposal of security upon such part of the Borrower's liability as the Lender may think best, without prejudice to or in any way limiting or lessening the liability of the Guarantor under this guarantee. The Guarantor's obligation to pay under this guarantee shall not be limited or reduced as a result of the termination, invalidity or unenforceability of any right of the Lender against the Borrower or any other party (including other guarantors) for any cause whatsoever.
3. This guarantee shall be a continuing security for payment by the Borrower to the Lender of all the indebtedness and liability aforesaid; provided that the Guarantor may determine his further liability under this guarantee by 30 days written notice given to the branch of the Lender at which this guarantee is held but, if such notice be given, this guarantee shall apply and extend to any indebtedness or liability of the Borrower to the Lender incurred prior to the expiration of 30 days from the date of receipt of such notice by the said branch of the Lender.
4. The Lender shall not be bound to exhaust its recourse against the Borrower or other parties or the securities that it may hold before being entitled to payment from the Guarantor under this guarantee.
5. Any loss of or in respect of securities received by the Lender from the Borrower or others, whether occasioned through the fault of the Lender or otherwise, shall not discharge or limit or lessen the liability of the Guarantor under this guarantee.
6. Any change or changes in the name of the Borrower, or, if the Borrower is a partnership, any change or changes in the membership of the Borrower's firm by death or by the retirement of one or more of the partners or by the introduction of one or more new partners or otherwise, shall not affect or in any way limit or lessen the liability of the Guarantor under this guarantee and this guarantee shall extend to the person, firm or corporation acquiring or from time to time carrying on the business of the Borrower.
7. All monies, advances, renewals and credits borrowed or obtained from the Lender shall be deemed to form part of the indebtedness and liabilities hereby guaranteed, notwithstanding any incapacity, disability, limitation of status or lack of power of the Borrower or the directors, partners or agents thereof, or that the Borrower may not be a legal entity, or any defect in the borrowing or obtaining of such money, advances, renewals or credits; and any amount which may not be recoverable from the Guarantor on the footing of a guarantee shall be recoverable from the Guarantor as principal debtor in respect thereof and it shall be paid to the Lender after demand therefor by the Lender.

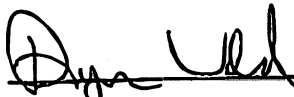
8. Any account settled or stated by or between the Lender and the Borrower shall be accepted by the Guarantor as conclusive evidence that the balance or amount thereby appearing due by the Borrower to the Lender is in fact so due.
9. The Guarantor agrees not to assert any right of contribution against any other guarantor until the Borrower's indebtedness and liabilities have been paid in full. If the Lender should receive from the Guarantor a payment in full or on account of the indebtedness or liability under this guarantee, all rights of subrogation arising therefrom shall be postponed and the Guarantor shall not be entitled to claim repayment against the Borrower or the Borrower's estate until the Lender's claims against the Borrower have been paid in full; and in the case of liquidation, winding up or Bankruptcy of the Borrower (whether voluntary or compulsory) or in the event that the Borrower shall make a bulk sale of any of the Borrower's assets within the bulk transfer provisions of any applicable legislation, or shall make any compromise with creditors or scheme of arrangement, the Lender shall have the right to rank for its full claim and receive all dividends or other payments in respect thereof until its claim has been paid in full and the Guarantor shall continue to be liable, up to the amount guaranteed, less any payments made by the Guarantor, for any balance which may be owing to the Lender by the Borrower. In the event of the valuation by the Lender of any of its securities and/or the retention of such securities by the Lender, such valuation and/or retention shall not, as between the Lender and the Guarantor, be considered as a purchase of such securities or as payment or satisfaction or reduction of the Borrower's indebtedness or liabilities to the Lender, or any part thereof.
10. Any notice or demand which the Lender may wish to give may be served on the Guarantor either personally on him or his legal personal representative or, in the case of a corporation, on any officer or director of the corporation, or by sending the same registered mail in an envelope addressed to the last known address of the Guarantor as it appears on the Lender's records and the notice so sent shall be deemed to be received on the fifth business day following that on which it is mailed.
11. As security for the performance of the Guarantor's covenants herein and the payment of the present and future debts and liabilities of the Borrower to the Lender, the Guarantor hereby grants to the Lender a security interest in all debts and liabilities, present and future, of the Borrower to the Guarantor, all of which are hereby assigned by the Guarantor to the Lender and postponed to the present and future debts and liabilities of the Borrower to the Lender. Any monies or other proceeds received by the Guarantor in respect of such debts and liabilities shall be received in trust for and forthwith paid over to the Lender, in whole, without in any way limiting or lessening the liability of the Guarantor hereunder. Notwithstanding anything to the contrary herein, the assignment and postponement contained in this paragraph 11 are intended to be and are independent of the remainder of this guarantee and may, at the option of the Lender, be severed therefrom. A notice of termination given by the Guarantor pursuant to paragraph 3 shall not terminate the provisions contained in this paragraph 11, which shall continue in full force and effect until released in writing by the Lender. The Guarantor hereby acknowledges receiving a copy of this guarantee and waives all rights to receive from the Lender a copy of any financing statement, financing change statement or verification statement filed or issued at any time in respect of this assignment.
12. The Guarantor shall be currently liable under this guarantee at any time for the full amount of the debts and liabilities of the Borrower to the Lender then outstanding, provided that the Guarantor shall not be in default under or in breach of this guarantee unless and until the Lender has made demand upon the Guarantor hereunder and the Guarantor has failed to pay the amount demanded or otherwise failed to comply with such demand forthwith following receipt (or deemed receipt) of such demand. In the case of default the Lender may maintain an action upon this guarantee whether or not the Borrower is joined therein or separate action is brought against the Borrower or judgement obtained against him. The Lender's rights are cumulative and shall not be exhausted by the exercise of any of the Lender's rights hereunder or otherwise against the Guarantor or by any successive actions until and unless all indebtedness and liability hereby guaranteed has been paid and each of the Guarantor's obligations under the guarantee has been fully performed.

13. The Guarantor shall pay to the Lender on demand (in addition to all debts and liabilities of the Borrower hereby guaranteed) all costs, charges and expenses (including, without limitation, lawyer's fees as between solicitor and his own client on a full indemnity basis) incurred by the Lender for the preparation, execution and perfection and enforcement of this guarantee and of any securities collateral thereto, together with interest thereon, both before and after demand, default and judgement, calculated from the date of payment by the Lender of each such cost, charge and expense until payment by the Guarantor hereunder, together with interest at the greater of 8.00% per annum (the "Minimum Rate") and a variable rate per annum (in either case, both before and after maturity, default and judgement) equal to the rate established by the Royal Bank of Canada from time to time as the Royal Bank of Canada's prime lending rate for Canadian Dollar Loans ("Prime Rate") plus 4.30% per cent on the outstanding balance of the principal sum owing from time to time. Interest shall be calculated daily and payable monthly. Overdue interest shall bear interest at the same variable rate.
14. This instrument is in addition and without prejudice to any other securities of any kind including any other guarantees, whether or not in the same form as this instrument, now or hereafter held by the Lender. Without limiting the generality of the foregoing, all limits and evidence of liability pursuant to any guarantee now or hereafter held by the Lender shall be cumulative.
15. There are no representations, warranties, collateral agreements or conditions with respect to this guarantee or affecting the Guarantor's liability hereunder other than as contained herein. Without restricting the generality of the foregoing, this guarantee shall be operative and binding upon every signatory hereto notwithstanding the non-execution hereof by any other proposed or intended signatory or signatories.
16. This instrument shall be construed in accordance with the laws of ALBERTA, and the Guarantor agrees that any legal suit, action or proceedings arising out of or relating to this instrument may be instituted in the courts of such province or territory and the Guarantor hereby accepts and irrevocably submits to the jurisdiction of the said courts and acknowledges their competence and agrees to be bound by any judgement thereof, provided that nothing herein shall limit the Lender's right to bring proceedings against the Guarantor elsewhere.
17. This instrument shall extend to and enure to the benefit of the successors and assigns of the Lender and shall be binding upon the Guarantor and the heirs, executors, administrators and successors of the Guarantor.

GIVEN under seal at Ponoka, Alberta, this 12 day of September, 2018.



WOLF CREEK VILLAGE LTD.

Per: 
 Ryan Vold - Director / Officer
 Per: _____

FULL LIABILITY GUARANTEE

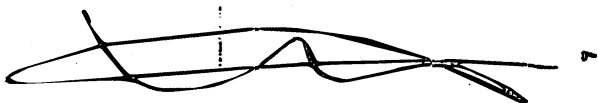
For value received the undersigned ("Guarantor") hereby guarantees to **COBRA MORTGAGE SERVICES LTD.** ("Lender") payment, forthwith after demand made therefor as hereinafter provided, of all indebtedness and liability (present and future, direct or indirect, absolute or contingent, matured or not) of **WOLF CREEK GOLF RESORT LTD.** ("Borrower") to the Lender whether arising from agreement or dealings between the Lender and the Borrower or from agreement or dealings between the Lender and any third person by which the Borrower now is or hereafter may become indebted or liable to the Lender or however otherwise arising and whether the Borrower be bound alone or with another or others and whether as principal or surety or guarantor; and the Guarantor further agrees that:

1. If more than one Guarantor executes this instrument the provisions hereof shall be read with all grammatical changes thereby rendered necessary and each reference to the Guarantor shall include the undersigned and each and every one of them severally and this guarantee and all covenants and agreements herein contained shall be deemed to be joint and several. This instrument shall be read with all grammatical changes made necessary by the Guarantor's or Borrower's gender.
2. The Lender may increase, reduce, discontinue or otherwise vary the Borrower's credit, grant time, renewals, extensions, releases and discharges to, take and give up securities (which may include other guarantees), and otherwise deal with the Borrower and other parties and securities as the Lender may see fit, and may apply all monies received from the Borrower or others or from the sale or other disposal of security upon such part of the Borrower's liability as the Lender may think best, without prejudice to or in any way limiting or lessening the liability of the Guarantor under this guarantee. The Guarantor's obligation to pay under this guarantee shall not be limited or reduced as a result of the termination, invalidity or unenforceability of any right of the Lender against the Borrower or any other party (including other guarantors) for any cause whatsoever.
3. This guarantee shall be a continuing security for payment by the Borrower to the Lender of all the indebtedness and liability aforesaid; provided that the Guarantor may determine his further liability under this guarantee by 30 days written notice given to the branch of the Lender at which this guarantee is held but, if such notice be given, this guarantee shall apply and extend to any indebtedness or liability of the Borrower to the Lender incurred prior to the expiration of 30 days from the date of receipt of such notice by the said branch of the Lender.
4. The Lender shall not be bound to exhaust its recourse against the Borrower or other parties or the securities that it may hold before being entitled to payment from the Guarantor under this guarantee.
5. Any loss of or in respect of securities received by the Lender from the Borrower or others, whether occasioned through the fault of the Lender or otherwise, shall not discharge or limit or lessen the liability of the Guarantor under this guarantee.
6. Any change or changes in the name of the Borrower, or, if the Borrower is a partnership, any change or changes in the membership of the Borrower's firm by death or by the retirement of one or more of the partners or by the introduction of one or more new partners or otherwise, shall not affect or in any way limit or lessen the liability of the Guarantor under this guarantee and this guarantee shall extend to the person, firm or corporation acquiring or from time to time carrying on the business of the Borrower.
7. All monies, advances, renewals and credits borrowed or obtained from the Lender shall be deemed to form part of the indebtedness and liabilities hereby guaranteed, notwithstanding any incapacity, disability, limitation of status or lack of power of the Borrower or the directors, partners or agents thereof, or that the Borrower may not be a legal entity, or any defect in the borrowing or obtaining of such money, advances, renewals or credits; and any amount which may not be recoverable from the Guarantor on the footing of a guarantee shall be recoverable from the Guarantor as principal debtor in respect thereof and it shall be paid to the Lender after demand therefor by the Lender.

8. Any account settled or stated by or between the Lender and the Borrower shall be accepted by the Guarantor as conclusive evidence that the balance or amount thereby appearing due by the Borrower to the Lender is in fact so due.
9. The Guarantor agrees not to assert any right of contribution against any other guarantor until the Borrower's indebtedness and liabilities have been paid in full. If the Lender should receive from the Guarantor a payment in full or on account of the indebtedness or liability under this guarantee, all rights of subrogation arising therefrom shall be postponed and the Guarantor shall not be entitled to claim repayment against the Borrower or the Borrower's estate until the Lender's claims against the Borrower have been paid in full; and in the case of liquidation, winding up or Bankruptcy of the Borrower (whether voluntary or compulsory) or in the event that the Borrower shall make a bulk sale of any of the Borrower's assets within the bulk transfer provisions of any applicable legislation, or shall make any compromise with creditors or scheme of arrangement, the Lender shall have the right to rank for its full claim and receive all dividends or other payments in respect thereof until its claim has been paid in full and the Guarantor shall continue to be liable, up to the amount guaranteed, less any payments made by the Guarantor, for any balance which may be owing to the Lender by the Borrower. In the event of the valuation by the Lender of any of its securities and/or the retention of such securities by the Lender, such valuation and/or retention shall not, as between the Lender and the Guarantor, be considered as a purchase of such securities or as payment or satisfaction or reduction of the Borrower's indebtedness or liabilities to the Lender, or any part thereof.
10. Any notice or demand which the Lender may wish to give may be served on the Guarantor either personally on him or his legal personal representative or, in the case of a corporation, on any officer or director of the corporation, or by sending the same registered mail in an envelope addressed to the last known address of the Guarantor as it appears on the Lender's records and the notice so sent shall be deemed to be received on the fifth business day following that on which it is mailed.
11. As security for the performance of the Guarantor's covenants herein and the payment of the present and future debts and liabilities of the Borrower to the Lender, the Guarantor hereby grants to the Lender a security interest in all debts and liabilities, present and future, of the Borrower to the Guarantor, all of which are hereby assigned by the Guarantor to the Lender and postponed to the present and future debts and liabilities of the Borrower to the Lender. Any monies or other proceeds received by the Guarantor in respect of such debts and liabilities shall be received in trust for and forthwith paid over to the Lender, in whole, without in any way limiting or lessening the liability of the Guarantor hereunder. Notwithstanding anything to the contrary herein, the assignment and postponement contained in this paragraph 11 are intended to be and are independent of the remainder of this guarantee and may, at the option of the Lender, be severed therefrom. A notice of termination given by the Guarantor pursuant to paragraph 3 shall not terminate the provisions contained in this paragraph 11, which shall continue in full force and effect until released in writing by the Lender. The Guarantor hereby acknowledges receiving a copy of this guarantee and waives all rights to receive from the Lender a copy of any financing statement, financing change statement or verification statement filed or issued at any time in respect of this assignment.
12. The Guarantor shall be currently liable under this guarantee at any time for the full amount of the debts and liabilities of the Borrower to the Lender then outstanding, provided that the Guarantor shall not be in default under or in breach of this guarantee unless and until the Lender has made demand upon the Guarantor hereunder and the Guarantor has failed to pay the amount demanded or otherwise failed to comply with such demand forthwith following receipt (or deemed receipt) of such demand. In the case of default the Lender may maintain an action upon this guarantee whether or not the Borrower is joined therein or separate action is brought against the Borrower or judgement obtained against him. The Lender's rights are cumulative and shall not be exhausted by the exercise of any of the Lender's rights hereunder or otherwise against the Guarantor or by any successive actions until and unless all indebtedness and liability hereby guaranteed has been paid and each of the Guarantor's obligations under the guarantee has been fully performed.

13. The Guarantor shall pay to the Lender on demand (in addition to all debts and liabilities of the Borrower hereby guaranteed) all costs, charges and expenses (including, without limitation, lawyer's fees as between solicitor and his own client on a full indemnity basis) incurred by the Lender for the preparation, execution and perfection and enforcement of this guarantee and of any securities collateral thereto, together with interest thereon, both before and after demand, default and judgement, calculated from the date of payment by the Lender of each such cost, charge and expense until payment by the Guarantor hereunder, together with interest at the greater of 8.00% per annum (the "Minimum Rate") and a variable rate per annum (in either case, both before and after maturity, default and judgement) equal to the rate established by the Royal Bank of Canada from time to time as the Royal Bank of Canada's prime lending rate for Canadian Dollar Loans ("Prime Rate") plus 4.30% per cent on the outstanding balance of the principal sum owing from time to time. Interest shall be calculated daily and payable monthly. Overdue interest shall bear interest at the same variable rate.
14. This instrument is in addition and without prejudice to any other securities of any kind including any other guarantees, whether or not in the same form as this instrument, now or hereafter held by the Lender. Without limiting the generality of the foregoing, all limits and evidence of liability pursuant to any guarantee now or hereafter held by the Lender shall be cumulative.
15. There are no representations, warranties, collateral agreements or conditions with respect to this guarantee or affecting the Guarantor's liability hereunder other than as contained herein. Without restricting the generality of the foregoing, this guarantee shall be operative and binding upon every signatory hereto notwithstanding the non-execution hereof by any other proposed or intended signatory or signatories.
16. This instrument shall be construed in accordance with the laws of ALBERTA, and the Guarantor agrees that any legal suit, action or proceedings arising out of or relating to this instrument may be instituted in the courts of such province or territory and the Guarantor hereby accepts and irrevocably submits to the jurisdiction of the said courts and acknowledges their competence and agrees to be bound by any judgement thereof, provided that nothing herein shall limit the Lender's right to bring proceedings against the Guarantor elsewhere.
17. This instrument shall extend to and enure to the benefit of the successors and assigns of the Lender and shall be binding upon the Guarantor and the heirs, executors, administrators and successors of the Guarantor.

GIVEN under seal at Ponoka, Alberta, this 12 day of September, 2018.



Witness

MILES A.M. CYMBALUK, Q.C.
Barrister & Solicitor



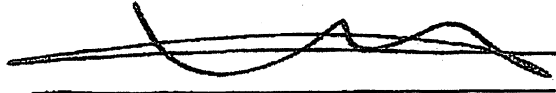
RYAN VOLD

**Guarantees Acknowledgment Act
Certificate**

I HEREBY CERTIFY THAT:

1. Ryan Vold, of Ponoka, in the Province of Alberta, the guarantor (or one of the guarantors) in the guarantee dated the _____ day of September, 2018, made between Ryan Vold and Cobra Mortgage Services Ltd. which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he had executed the guarantee.
2. I satisfied myself by examination of him that he is aware of the contents of the guarantee and understands it.


CERTIFIED by MILES A.M. CYMBALUK, Q.C.
Barrister & Solicitor, (print name), Lawyer, at the Town of Ponoka, in the Province of Alberta, this 12 day of September, 2018.



SIGNATURE

STATEMENT OF GUARANTOR

I am the person named in this certificate.


Ryan Vold

PROMISSORY NOTE

\$ 2,750,000.00

DATE: September 2, 2018

DUE DATE: October 1, 2019

Red Deer, Alberta

1. FOR VALUE RECEIVED, WOLF CREEK GOLF RESORT LTD. promises to pay to COBRA MORTGAGE SERVICES LTD., the sum of \$2,750,000.00, together with interest at the greater of 8.00% per annum (the "Minimum Rate") and a variable rate per annum (in either case, both before and after maturity, default and judgement) equal to the rate established by the Royal Bank of Canada from time to time as the Royal Bank of Canada's prime lending rate for Canadian Dollar Loans ("Prime Rate") plus 4.30% per cent on the outstanding balance of the principal sum owing from time to time. Interest shall be calculated daily and payable monthly. Overdue interest shall bear interest at the same variable rate.
2. Interest at the said rate on the amounts from time to time advanced, computed from the respective dates of such advances, shall become due and be paid on the 1st day of October, 2018 (hereinafter referred to as the "date for adjustment of interest");
3. The said sum of \$2,750,000.00 with interest thereon at the said rate computed from the date of adjustment of interest, shall become due and be paid by monthly instalments of interest only each on the 1st day of each and every month from and commencing the 1st day of November, 2018 until the 1st day of October, 2019 when the balance of the principal and interest then outstanding shall become due and payable.

The undersigned hereby expressly waives presentment for payment, protest, notice of protest, demand for payment and notice of non-payment. Notice given to, or security taken from or release of any security or composition or arrangement entered into with any party hereto shall not prejudice the rights of the holder to proceed against any other party.

The loan shall be open for prepayment without penalty.

WOLF CREEK GOLF RESORT LTD.

Per: [Signature]
Ryan Vold - Director/Officer
Per: _____

SHAUN CAMPBELL
LAWYER
Pushor Mitchell LLP
301 - 1665 Ellis Street
Kelowna, BC V1Y 2B3
Phone: (250) 762-2108

THIS IS EXHIBIT "D" referred to
in the Affidavit of Thomas Hazlett
sworn before me this 27
day of September, A.D. 20 22
[Signature]
A Notary Public in and for British Columbia

SHAUN CAMPBELL
LAWYER
Pushor Mitchell LLP
301 - 1665 Ellis Street
Kelowna, BC V1Y 2B3
Phone: (250) 762-2108

THIS IS EXHIBIT " E " referred to
in the Affidavit of Thomas Hazelton
sworn before me this 27
day of September, A.D. 2022
Sh. Jell
A Notary Public in and for British Columbia

MORTGAGE

The Land Titles Act

RECITALS:

- A. The MORTGAGOR is or is entitled to become the registered owner of the LANDS, in fee simple possession.
- B. The MORTGAGEE has agreed to advance from time to time moneys, collectively herein referred to as the PRINCIPAL SUM.
- C. As security for repayment of the PRINCIPAL SUM together with interest and performance of the covenants contained herein, the MORTGAGOR, has agreed to grant this MORTGAGE in favour of the MORTGAGEE.

The MORTGAGOR and MORTGAGEE covenant each with the other as follows:

ARTICLE I

1.01 **Definitions**

In this MORTGAGE, unless there is something in the subject matter or contest inconsistent therewith:

- (a) "ASSIGNMENT" means the assignment of rents contained in Section 6.01 herein;
- (b) "BUSINESS DAYS" means days other than Saturdays, Sundays and Statutory Holidays;
- (c) "HAZARDOUS SUBSTANCES" means any substance which is hazardous to persons or property and includes, without limiting the generality of the foregoing:
- (i) radioactive materials,
 - (ii) explosives,
 - (iii) any substance that, if added to any water, would degrade or alter or form part of a process of degradation or alteration of the quality of that water to the extent that is detrimental to its use by man or by any animal, fish or plant,
 - (iv) any solid, liquid, gas or odour or combination of any of them that, if emitted into the air, would create or contribute to the creation of a condition of the air that:
 - A. endangers the health, safety or welfare of persons or the health of animal life,
 - B. interferes with normal enjoyment of life or property, or
 - C. causes damage to plant life or to property
 - (v) toxic substances including, without restriction, urea formaldehyde foam insulation, asbestos and poly-chlorinated biphenyls, and

- (vi) substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority having jurisdiction over the MORTGAGOR, the MORTGAGEE or the LANDS;
- (d) "INTEREST RATE" is the rate per annum charged in Section 2.02 hereof and calculated in the manner provided;
- (e) "LANDS" means those parcels of land together with all improvements and attachments thereon forming part of the realty situated in the Province of Alberta as described in Schedule "A" hereto;
- (f) "MORTGAGE" means this mortgage together with all recitals and schedules attached hereto
- (g) "MORTGAGE MONEYS" means the PRINCIPAL SUM with interest thereon at the INTEREST RATE, together with all other moneys and liabilities secured by this MORTGAGE, including without restrictions, any advances, fees or expenses made or incurred by the MORTGAGEE in accordance with Section 5.05 hereof;
- (h) "MORTGAGEE" means COBRA MORTGAGE SERVICES LTD.;
- (i) "MORTGAGEE'S ADDRESS" means 102 - 542 LAURA AVENUE, RED DEER, ALBERTA, T4E 0A5, or such other address as the MORTGAGEE shall from time to time direct;
- (j) "MORTGAGOR" means WOLF CREEK GOLF RESORT LTD.;
- (k) "MORTGAGOR'S ADDRESS" means RR 3, SITE 10, BOX 5, PONOKA, ALBERTA, T4J 1R3;
- (l) "PRINCIPAL SUM" means the sum of TWO MILLION SEVEN HUNDRED FIFTY THOUSAND (\$2,750,000.00) DOLLARS in lawful money of Canada;
- (m) "PRIOR CHARGE" means any mortgage, lien, agreement for sale, encumbrance, interest in land or other charge or claim upon or with respect to the LANDS which has or may have or which may acquire priority to this MORTGAGE, including, without restriction, the PERMITTED ENCUMBRANCES;
- (n) "REAL ESTATE TAXES" means all taxes, local improvement charges, rates, assessments, levies, liens and penalties which are now or may hereafter be imposed or charged or be chargeable against or payable in respect of the LANDS, but excluding income taxes;
- (o) "RECEIVER" means any person or persons appointed by the MORTGAGEE in accordance with Section 5.11 herein and includes a receiver and a receiver/manager.

ARTICLE II

2.01 Principal Sum

The MORTGAGOR agrees to execute and deliver this MORTGAGE for the PRINCIPAL SUM as security for advances made from time to time.

2.02 Repayment

The MORTGAGOR covenants and agrees to pay to the MORTGAGEE the PRINCIPAL SUM, namely the sum of TWO MILLION SEVEN HUNDRED FIFTY THOUSAND (\$2,750,000.00) DOLLARS in lawful money of Canada at the MORTGAGEE'S ADDRESS or at such other place which may from time to time be designated in writing, ON DEMAND, with interest thereon or on such part of the PRINCIPAL SUM which remains from time to time unpaid at the greater of 8.00% per annum and a variable rate per annum (in either case, both before and after maturity, default and judgement) equal to Royal Bank of Canada Prime Rate ("Prime Rate") plus 4.30% on the outstanding balance of the principal sum owing from time to time. Interest shall be calculated daily and compounded and payable monthly. Overdue interest shall bear interest at the same variable rate.

This Mortgage is additional and collateral security for the payment by the Mortgagor to the Mortgagee of all present and future debts and liabilities owed by the Mortgagor to the Mortgagee as represented by Promissory Notes or other evidences of indebtedness. Such debts or liabilities may be direct or indirect (and incurred either as principal or as surety), absolute, matured or not matured, or contingent and may be owed or incurred by the Mortgagor either alone or jointly with any other person or corporation. This Mortgage is a continuing security and shall remain in effect notwithstanding that advances are in part repaid and further advances made from time to time or that the indebtedness secured by this Mortgage has been reduced to a "nil" balance and further advances made thereafter. This Mortgage shall remain in effect until such time that the same is actually discharged by instrument in writing to which the Mortgagor shall be entitled when it has discharged to the Mortgagee all debts or liabilities charged by this Mortgage. It is expressly agreed that this Mortgage is in addition to and not in substitution for any other mortgage or securities held by the Mortgagee.

ARTICLE III

3.01 Insurance

- (a) The Mortgagor shall forthwith insure the lands and, during the continuance of this Mortgage, keep insured in favour of the Mortgagee to the extent of the full insurable value of the lands, or sufficient to protect the Mortgagee as the Mortgagee may reasonably request in lawful money of Canada with a company or companies approved by the Mortgagee against:
- (i) loss or damage by fire, windstorm, flooding, hail, lightning, explosion, riot, earthquake, impact by aircraft or vehicles, smoke damage; and
 - (ii) to the extent applicable, against loss or damage caused by the explosion of any steam boiler or other object generating or operated by steam and/or any closed circulation hot water system and/or any pressure vessel or by the escape of water from any sprinkler system or other piping within or operated upon the lands, (such policies of insurance to contain the usual "Extended Coverage" and "Replacement Cost" endorsements);
- (b) Further, the Mortgagor will maintain:
- (i) general comprehensive liability insurance against claims for personal injury, death or property damage occurring on or about the lands, such insurance to afford protection in such amounts as the Mortgagee may from time to time reasonably require;
 - (ii) rental or business interruption insurance in such amounts as the Mortgagee may require;
- (c) The Mortgagee may, in the event of any default, effect such insurance and, if required by the Mortgagee, will also insure the lands against loss or damage from any other cause whatsoever;

- (d) The Mortgagor will not do or permit anything to be done whereby the said policy or policies may be voided, and will pay all premiums and sums of money necessary for maintaining every such insurance as aforesaid, as the same become due, and will assign and deliver unto the Mortgagee, the policy or policies of insurance and the receipt or receipts relating thereto;
- (e) The policies shall, to the extent applicable, bear endorsements in a form satisfactory to the Mortgagee making all proceeds thereunder payable to the Mortgagee. All policies shall contain either the Insurance Bureau of Canada standard mortgage clause or the Mortgagee's special mortgage clause, and shall, in any event, be endorsed for moneys to be payable to the Mortgagee as its interest may appear;
- (f) The policies of insurance, or certified copies, and renewals thereof, if applicable, shall be delivered to the Mortgagee at such times as are requested by the Mortgagee, but without limitation, evidence of renewal shall be delivered, in no event, less than 30 business days prior to expiration of the insurance;
- (g) The Mortgagee may require any such insurance to be written by insurance companies acceptable to it, and may, at its option, cancel existing policies and require that new insurance be effected, and may, in the event of failure by the Mortgagor to deliver policies or renewals thereof to the Mortgagee as herein provided, effect and maintain any insurance herein provided for. Any amount or amounts paid by the Mortgagee in respect thereof shall be payable by the Mortgagor to the Mortgagee forthwith on demand, and shall be added to the principal sum and will accrue interest at the interest rate as if the money were interest in arrears and shall bear interest at the interest rate until payment is received by the Mortgagee. Such interest to run from the date of payment by the Mortgagee and shall be added to the principal sum and be a charge upon the lands until repaid with interest as aforesaid. However, nothing set out herein shall obligate the Mortgagee to obtain such insurance and doing so is solely at the option of the Mortgagee;
- (h) The Mortgagor shall forthwith, on the happening of any loss or damage, furnish at its own expense, all necessary proofs and do all necessary acts to enable the Mortgagee to obtain payment of the insurance moneys, and all moneys received by virtue of any policy or policies of insurance may at the option of the Mortgagee:
 - (i) be forthwith applied in or towards substantially rebuilding, reinstating and repairing the lands, or
 - (ii) in the event of loss, the Mortgagee, at its option, may apply the insurance proceeds regressively against the balance outstanding against the Mortgagor or release said proceeds to the Mortgagor to repair, replace or rebuild or apply the said proceeds or any part thereof to repair, replace or rebuild, or partly the one and partly the other or others, and that nothing done under this sub-paragraph (h) of Section 3.01 shall operate as payment or novation or in any way affect the security hereof or any other security for the amount hereby secured.

Pending application of the insurance moneys for the purpose aforesaid, the same shall be deemed to form part of the lands and be subject to the charge hereby created; and

- (i) The Mortgagor hereby constitutes and appoints the Mortgagee as its attorney for the purpose of demanding, recovering and receiving payment of any and all insurance moneys to which it may be or may become entitled. Without limiting the generality of the foregoing, the Mortgagee may, in the name of the Mortgagor:
 - (i) file proofs of claim with any insurer who shall insure the lands;
 - (ii) settle or compromise any claim for insurance proceeds in respect of the lands;

- (ii) commence and prosecute any action in the name of the Mortgagor for recovery of insurance proceeds in respect of the lands, and
- (iv) settle or compromise any such action in the name of the Mortgagor for recovery of insurance proceeds in respect of the lands.

Notwithstanding anything herein contained, it shall remain the responsibility of the Mortgagor to demand, recover and receive such payment and nothing herein shall render the Mortgagee liable to the Mortgagor for any act done by it in pursuance of the Power of Attorney hereby granted or for its failure to do any act or take any steps.

3.02 Payment of Real Estate Taxes

The Mortgagor shall pay, as they become due, all real estate taxes, provided that:

- (a) The Mortgagee may deduct from any advance of the principal sum, an amount sufficient to pay any real estate taxes;
- (b) The Mortgagor shall at the option of the Mortgagee, pay to the Mortgagee on the days appointed herein for payment of interest or monthly installments, such sums in addition thereto as the Mortgagee shall compute to be required to provide a fund sufficient to pay in full the real estate taxes when such taxes become due and payable and the Mortgagee shall be at liberty to exercise its discretion at any time during the currency of this Mortgage. A forbearance by the Mortgagee to exercise its discretion, either at the commencement of the term or at any other time thereafter, shall in no way affect or preclude the Mortgagee from requiring the Mortgagor to pay installments for real estate taxes at any subsequent time;
- (c) In the event that the real estate taxes actually charged for any particular year exceed the estimated amount or in the event of any part of the estimated amount paid to the Mortgagee being applied by the Mortgagee in or towards principal and interest or other moneys in default, the Mortgagor will pay to the Mortgagee on demand the amount required to make up the deficiency;
- (d) The Mortgagor will transmit to the Mortgagee all assessment notices, tax bills and other notices affecting the imposition of real estate taxes forthwith after the receipt of same by the Mortgagor;
- (e) So long as there is no default under any covenant or agreement contained in this Mortgage or in any security collateral hereto, the Mortgagee shall apply such payments on the real estate taxes chargeable against the lands, but the Mortgagee shall be under no obligation to apply such payments more often than yearly;
- (f) If before any such sums or sums in the hands of the Mortgagee shall have been so applied there shall be default in respect of the payment of any of the principal sum, the mortgage moneys or interest as herein provided or in any collateral security, the Mortgagee may, at its option, apply such sum or sums in or towards payment of principal, interest or other moneys so in default;
- (g) If the Mortgagor desires to take advantage of any discounts or avoid any penalties in connection with the payment of real estate taxes, it shall pay to the Mortgagee such additional amounts as in the opinion of the Mortgagee are required for that purpose; provided always, that the Mortgagee may, at its option, decide to prepay either in whole or in part any real estate taxes; and
- (h) The Mortgagee may at any time pay all real estate taxes in order to perfect the title to the lands or any part thereof and to make or keep this Mortgage a charge thereon and any amount or amounts paid by the Mortgagee in respect thereof shall be payable by the Mortgagor to the Mortgagee forthwith on demand and shall be added to the principal sum and will accrue interest at the interest rate as if the money were interest in arrears and shall bear interest at the interest rate until payment is received by the Mortgagee (such interest to run from the date of payment by the

Mortgagee) and shall be added to the principal sum and be a charge upon the lands until repaid with interest as aforesaid; however, nothing set out herein shall oblige or obligate the Mortgagee to pay such real estate taxes and doing so is solely at the option of the Mortgagee.

3.03 Maintenance and Repair of the Lands

- (a) The Mortgagor will not commit any waste upon the lands nor do or permit to be done any act which may impair the value thereof;
- (b) The Mortgagor will take good and reasonable care of all buildings and/or structures and improvements now or hereafter from time to time erected on the lands and without cost and expense to the Mortgagee will manage, operate, maintain and keep or cause the same to be kept in good order, repair and condition throughout, both exterior and interior, structural or otherwise, and promptly will make all required or necessary repairs and replacements thereto, including without limitation, the roof, walls, foundations and appurtenances, pipes and mains, and all other fixtures, machinery, facilities and equipment that belong to or are used in connection with the lands, all of the foregoing to the extent that a prudent owner would do. Notwithstanding the foregoing, the Mortgagor shall not be obligated to repair any damage caused by reasonable wear and tear which does not affect the use and enjoyment of the improvements except as and when such damage would be ordinarily repaired by a prudent owner;
- (c) The Mortgagee by its agents, solicitors or inspectors may enter upon the lands at any reasonable time to view the state of repair; and
- (d) Should, in the opinion of the Mortgagee, the lands not be in a proper state of repair, the Mortgagee may serve notice upon the Mortgagor to make such repairs or replacements as the Mortgagee deems proper within a period of 20 business days and in the event of the Mortgagor not having complied or not being in the process of diligently complying with such requisition; the Mortgagee may authorize the making of such repairs or replacements by its agents, employees or contractors and they may enter upon the lands for the purpose of doing such work with or without the Mortgagor's concurrence and the cost thereof shall be paid for by the Mortgagor upon demand and until paid shall be secured by this Mortgage, bear interest at the interest rate and be a charge upon the lands in priority to the interest of the Mortgagor. Provided always that should the Mortgagor have vacated or abandoned the lands, or, should the lands be occupied by a tenant or tenants who are failing to properly maintain and repair the same, and, the Mortgagee, in its sole discretion, deems it necessary to enter upon the lands in order to properly maintain and preserve its security, then in such events, the Mortgagee shall be entitled to so enter and such action by the Mortgagee shall not constitute it a mortgagee in possession nor liable as such.

3.04 Alterations or Additions

The Mortgagor shall not make, or permit to be made, any alterations or additions in the lands without the consent of the Mortgagee and the Mortgagor shall not use the lands or permit them to be used for the purpose of any business, trade or manufacture of any description, without the consent of the Mortgagee.

3.05 Hazardous Substances

- (a) The Mortgagor represents and warrants to the Mortgagee that to the best of the Mortgagor's knowledge after due and diligent inquiry, no regulated hazardous or toxic substances are being stored on the lands or any adjacent property nor have any such substances been stored or used on the lands or any adjacent property prior to the Mortgagor's ownership, possession or control of the lands. The Mortgagor agrees to provide written notice to the Mortgagee immediately upon the Mortgagor becoming aware that the lands or any adjacent property is being or has been contaminated with regulated, hazardous or toxic substances. The Mortgagor will not cause nor permit any activities on the lands which directly or indirectly could result in the lands or any other

property being contaminated with regulated hazardous or toxic substances. For the purposes of this Mortgage the term "regulated, hazardous or toxic substances" means any substance defined or designated as hazardous or toxic wastes, hazardous or toxic material, a hazardous, toxic or radioactive substance or other similar term, by any applicable federal, provincial, state or local statute, regulation or ordinance now or hereafter in effect, or any substance or materials, the use or disposition of which is regulated by any such statute, regulation or ordinance.

- (b) The Mortgagor shall promptly comply with all statutes, regulations and ordinances, and with all orders, decrees or judgments of governmental authorities or courts have jurisdiction, relating to the use, collection, storage, treatment, control, removal or cleanup of regulated, hazardous or toxic substances in, on or under the lands or in, on or under any adjacent property that becomes contaminated with regulated, hazardous or toxic substances as a result of construction, operations or other activities on, or the contamination of, the lands, or incorporated in any improvements thereon. The Mortgagee may, but shall not be obliged to, enter upon the lands and take such actions and incur such costs and expenses to effect such compliance as it deems advisable and the Mortgagor shall reimburse the Mortgagee on demand for the full amount of all costs and expenses incurred by the Mortgagee in connection with such compliance activities.

ARTICLE IV

4.01 Mortgagor's Representations and Warranties

The Mortgagor represents and warrants to the Mortgagee that;

- (a) The Mortgagor has a good title to the lands;
- (b) The Mortgagor has the right to mortgage the lands;
- (c) On default, the Mortgagee shall have quiet possession of the lands, free from all encumbrances (except the permitted encumbrances);
- (d) The Mortgagor will execute such further assurances with respect to the lands as may be required by the Mortgagee.

ARTICLE V

5.01 Default

In the event of default being made in any of the covenants, agreements, provisos, payments (including, without restriction, payment of any principal, interest or other moneys secured hereby or any part thereof) or stipulations expressed or implied herein, then:

- (a) The Mortgagee may, at its option, and at the Mortgagor's expense and when and to such extent as the Mortgagee deems advisable, observe and perform or cause to be observed and performed such covenant, agreement, proviso or stipulation;
- (b) The Mortgagee may send or employ an Inspector or Agent to inspect and report upon the value, state and condition of the lands and a Solicitor to examine and report upon the title to the same;
- (c) The Mortgagee may enter into possession of the lands, either by itself or its agent, and whether in or out of possession collect the rents and profits thereof, and make any demise or lease of the lands or any part thereof for such terms, periods, and at such rent as the Mortgagee shall think proper;
- (d) It shall and may be lawful for, and the Mortgagor does hereby grant full power, right and license to the Mortgagee to enter, seize and distrain upon the lands or any part thereof, and by distress

warrant to recover by way of rent reserved as in the case of demise of the premises as much of the mortgage moneys as shall from time to time be or remain in arrears and unpaid, together with all costs, charges and expenses attending such levy or distress, as in like cases of distress for rent;

- (e) The whole of the mortgage moneys shall, at the option of the Mortgagee, immediately become due and payable;
- (f) The Mortgagee may exercise each of the foregoing powers without notice to the Mortgagor; and
- (g) The exercise or the attempted exercise of one or more of the Mortgagee's rights or remedies hereunder shall not affect, delay or prejudice any other rights or remedies nor operate as a waiver thereof, and any or all of the said rights or remedies may be exercised concurrently or successively.

5.02 No Merger

The taking of a judgment or judgments on any covenant contained herein or on any covenant which is set forth in any other security for payment of the mortgage moneys or performance of the obligations hereby secured shall not operate as a merger of such covenant or affect the Mortgagee's right to interest at the interest rate set forth herein on any moneys which are owing to the Mortgagee and such judgment shall provide that interest thereon shall be computed at the interest rate in the same manner as provided for herein until the judgment has been paid in full. Moreover, the Mortgage shall not merge in any simple contract debt nor in any other security or securities held by the Mortgagee and the exercise by the Mortgagee of one right or remedy under this Mortgage or pursuant to any other security shall not be construed as a waiver of any other right or remedy.

5.03 Release

The Mortgagee may at any time release any part of the lands, or any of the covenants and agreements herein contained, or any collateral security, either with or without any consideration therefor, and without being accountable either for the value thereof, or for any money except that which is actually received, and without thereby releasing or affecting any other of the lands or any of the other covenants or agreements herein contained or releasing any guarantor of any other security.

5.04 No Obligation to Advance

Neither execution nor registration nor acceptance of this Mortgage, nor the advance of part of the mortgage moneys shall bind the Mortgagee to advance the principal sum or any unadvanced portion thereof, but nevertheless this Mortgage shall take effect forthwith on its execution and if the principal sum or any part thereof shall not be advanced at the date hereof, the Mortgagee may advance the same in one or more sums to or on behalf of the Mortgagor at any future date or dates and the amount of such advances when so made shall be secured hereby and repayable with interest as herein provided. In all events, the advance of the mortgage moneys or any part thereof from time to time shall be in the sole, absolute, unfettered and unqualified discretion of the Mortgagee.

5.05 Additional Charges

All proper solicitor's, inspector's, valuator's and surveyor's fees and expenses for drawing and registering this Mortgage and for examining the lands and the title thereto, and for making or maintaining this Mortgage as a valid and subsisting charge (subject only to the permitted encumbrances) on the lands, together with all sums which the Mortgagee may and does from time to time advance, expend or incur hereunder as principal, insurance premiums, real estate taxes, rates or in or toward payment of any prior charge, or in maintaining, repairing, restoring or completing the lands, and in inspecting, leasing, managing, or improving the lands, including the price or value of any goods of any sort or description

supplied, to be used on the lands, and in exercising or enforcing or attempting to enforce or in pursuance of any right, power, remedy or purpose hereunder or subsisting, and legal costs as between a solicitor and his own client, and also an allowance for the time, work and expenses of the Mortgagee, or of any agent, solicitor or servant of the Mortgagee, for any purpose herein provided or whether or not such sums are advanced or incurred with the knowledge, consent, concurrence or acquiescence of the Mortgagor or otherwise, are to be secured hereby and shall be a charge on the lands, together with interest thereon at the interest rate, and all such moneys shall be repayable to the Mortgagee on demand, or if not demanded, then with the next ensuing monthly instalment payable hereunder, except as herein otherwise provided.

5.06 Right of Subrogation

In the event of the mortgage moneys advanced hereunder or any part thereof being applied to the payment of any charge or encumbrance, the Mortgagee shall be subrogated to all the rights of, and stand in the position of and be entitled to all the equities of the party so paid whether such charge or encumbrance has or has not been discharged, and the decision of the Mortgagee as to the validity or amount of any advance or disbursement made under this Mortgage or of any claim so paid shall be final and binding on the Mortgagor.

5.07 Moneys Received or Collected

The Mortgagee shall not be charged with any moneys receivable or collectable out of the lands or otherwise except those actually received, and all revenue of the lands received or collected by the Mortgagee from any source other than payment by the Mortgagor may at the option of the Mortgagee be retained in a suspense account or used in maintaining or insuring or improving the lands, or in payment of real estate taxes or other charges against the lands, or applied on the mortgage account, and the Mortgagee shall not be under any liability to pay interest on any sums in a suspense account.

5.08 Discharge

Any discharge of this Mortgage shall be prepared by the solicitor for the Mortgagee and the Mortgagee shall have a reasonable time after receipt of payment in full within which to have prepared and to execute such discharge. A tender of the mortgage moneys shall not entitle the Mortgagor to immediately receive such discharge.

5.09 Default under Prior Charges

If the Mortgagor makes default in the performance of the covenants, payments or conditions contained in any prior charge then such default shall constitute a default hereunder and the mortgage moneys shall, at the option of the Mortgagee, become forthwith due and payable without notice or demand. The Mortgagee shall be at liberty in the event of such default, but shall not be obligated, to pay any arrears or other sums payable under the prior charge, or pay off all or any portion of the principal and/or interest thereby secured. Any amounts so paid by the Mortgagee shall:

- (a) Be added to the mortgage moneys;
- (b) Bear interest at the interest rate until paid;
- (c) Be a charge upon the lands; and
- (d) Unless repaid to the Mortgagee upon demand, shall be recoverable from the Mortgagor in the same manner as if such sums had been originally advanced and secured hereby. For the purpose of tendering any arrears or other sums payable to a holder of a prior charge, the Mortgagor hereby irrevocably appoints the Mortgagee its agent for such purpose and irrevocably directs the Mortgagee to tender such moneys upon the holder of a prior charge, in the name of and on behalf

of the Mortgagor, and in this regard the Mortgagor hereby assigns unto the Mortgagee, its equity of redemption, if any, with respect to the said prior charge together with the statutory right of redemption given to the Mortgagor by the provisions of Section 39 of the Law of Property Act of Alberta. It is the intention of the parties that the Mortgagee shall have the same rights and powers but not the liabilities as the Mortgagor under and pursuant to the terms of the prior charge so that the Mortgagee will be in a position to take whatever steps are necessary to bring the prior charge into good standing once a default has occurred thereunder. This assignment is not intended to encompass the Mortgagor's entire interest in the said prior charge, but only to the extent hereinbefore stipulated. Nothing herein contained shall create an obligation upon the Mortgagee to cure any default on behalf of the Mortgagor.

5.10 Power to Sell and Lease

PROVIDED that the Mortgagor, on default of payment of the Indebtedness or any portion thereof for the minimum default period, on giving the minimum notice, according to applicable law, may enter on, lease or sell the Mortgaged Property. Provided further that, on default of payment for the relevant minimum default period, according to applicable law, the foregoing powers of entry, leasing and selling may be exercised by the Mortgagee without any notice whatsoever.

THE MORTGAGEE, in the event of default by the Mortgagor in payment of the Indebtedness or any portion thereof, may sell the Mortgaged Property or any part thereof by public auction or private sale for such price as can reasonably be obtained therefore and on such terms as to credit and otherwise and with such conditions of sale as it shall in its discretion deem proper and, in the event of any sale on credit or for cash or for part cash and part credit, the Mortgagee shall not be accountable for or be charged with any moneys until actually received by it; and the Mortgagee may rescind or vary any contract of sale and may buy in and re-sell the Mortgaged Property or any part thereof without being answerable for loss occasioned thereby; and no purchaser shall be bound to enquire into the legality, regularity or propriety of any sale or be affected by notice of any irregularity or impropriety; and no lack of default or want of notice or other requirement or any irregularity or impropriety of any kind shall invalidate any sale hereunder; and the Mortgagee may sell without entering into actual possession of the Mortgaged Property and while in possession shall be accountable only for moneys which are actually received by it and sales may be made from time to time of parts of the Mortgaged Property to satisfy any portion of the Indebtedness, leaving the residue thereof secured hereunder on the remainder of the Mortgaged Property, or may take proceedings to sell and may sell the Mortgaged Property for any portion of the Indebtedness subject to the balance of any Indebtedness not yet due at the time of the sale; and the costs of any sale proceedings hereunder, whether such sale proves abortive or not, and all costs, charges and expenses, including solicitors' costs, charges and expenses as between solicitor and his own client incurred in taking, recovering or keeping possession of the Mortgaged Property or in enforcing the personal remedies under this Mortgage or by reason of non-payment or in procuring payment of the moneys payable hereunder shall be payable forthwith by the Mortgagor.

5.11 Appointment of Receiver

If the Mortgagors shall be in default in the observance or performance of any of the terms, conditions, covenants or payments described herein, or in any additional or collateral security given by the Mortgagors to the Mortgagee then the Mortgagee may in writing appoint any person, whether an officer or employee of the Mortgagee or not, to be a receiver of the Mortgaged Property and the rents and profits derived therefrom, and may remove the receiver so appointed and appoint another in his stead. The following provisions shall apply to this paragraph:

- (a) A Receiver so appointed is conclusively the agent or agents of the Mortgagors and the Mortgagors shall be solely responsible for the acts or defaults and for the remuneration and expenses of the Receiver. The Mortgagee shall not be in any way responsible for any misconduct or negligence on the part of any Receiver and may, from time to time, fix the remuneration of every Receiver and be at liberty to direct the payment thereof from proceeds collected;

- (b) Nothing contained herein, or in the Mortgage, and nothing done by the Mortgagee or by a Receiver shall render the Mortgagee a mortgagee in possession or responsible as such;
- (c) All moneys received by the Receiver, after providing for payment and charges ranking prior to this Mortgage and for all costs, charges and expenses of or incidental to the exercise of any of the powers of the Receiver as hereinafter set forth, shall be applied in or towards satisfaction of the moneys owing pursuant to this Mortgage;
- (d) The Receiver so appointed shall have power to:
 - (i) take possession of, collect and get in the property, rents and profits, charged by this Mortgage and any additional or collateral security granted by the Mortgagors to the Mortgagee and for that purpose to take any proceedings, be they legal or otherwise, in the name of the Mortgagors, or otherwise.
 - (ii) carry on or concur in carrying on the business which the Mortgagors are conducting on and from the lands, and
 - (iii) lease or re-lease all or any portion of the lands and for this purpose to execute contracts in the name of the Mortgagors which said contracts shall be binding upon the Mortgagors;
- (e) The rights and powers conferred by this paragraph are supplemental to and not in substitution for any other rights which the Mortgagee may have from time to time;
- (f) The Mortgagors hereby irrevocably appoint the Mortgagee and any Receiver appointed as aforesaid to be its attorney, if the security hereby granted becomes enforceable, in its name and on its behalf to execute and perform any conveyances, assurances and things which the Mortgagors ought to execute and perform under the covenants herein contained and generally to use the name of the Mortgagors in the exercise of any of the powers hereby conferred on the Mortgagee and any Receiver and, without limiting the generality of the foregoing, the Mortgagee and Receiver appointed as aforesaid are hereby appointed pursuant to s. 115 of the *Alberta Land Titles Act* (or such other section of the Act which may be applicable) as the Mortgagors' attorney to execute and deliver under the seals of the Mortgagors, or by the hand and under the seal of the Mortgagee or the Receiver any and all transfers, deeds, mortgages, discharges, postponements and any and all other documents which the Mortgagee or the Receiver deem it expedient to execute or deliver;
- (g) The Receiver appointed hereunder shall not be obligated to take possession or control of the whole of the business of the Mortgagors. Rather, the Mortgagee's right to appoint shall be restricted to the lands and the rents, profits and any business deriving therefrom;
- (h) Insofar as any provisions contained in this article are not in accordance with the laws of any province in which the lands are situated, in such event the said provisions shall be construed in a manner which will make them applicable to the laws of such province.

ARTICLE VI

6.01 Assignment of Rents

- (a) The Mortgagor does hereby fully and absolutely assign, transfer and set over to the Mortgagee all of the rents due or to accrue due and to be payable in respect of the lands and any and every part thereof including but not restricted to any and all leases and rental agreements of every nature, kind and description, present and future and all benefits and advantages to be derived therefrom and all the rights of the Mortgagor to enforce payment thereof, by way of distress or

otherwise;

- (b) This Assignment shall be effective during the currency of the Mortgage;
- (c) Nothing contained herein shall be deemed to have the effect of making the Mortgagee responsible for the collection of the rents, or any part thereof, or for the performance of any covenant, term or condition by the Mortgagor as Landlord or Lessor, as contained in any lease or rental agreement;
- (d) The Mortgagee shall, at its option, be entitled to enforce and rely upon this assignment upon the Mortgagor being in default of its obligations under the terms of this Mortgage or any collateral security granted by the Mortgagor to the Mortgagee;
- (e) The Mortgagee shall not, by reason of this paragraph or by reason of any steps, actions, distress or other proceedings taken to enforce any of the rights granted to it hereunder, be deemed to be or will be a mortgagee in possessions of the lands or any part thereof;
- (f) The Mortgagee shall be liable to account to the Mortgagor for only such moneys as may be actually received by the Mortgagee. The Mortgagee agrees that such moneys, when received, shall be applied on account of the mortgage moneys;
- (g) Neither this assignment nor anything contained herein shall bind the Mortgagee to recognize any lease or rental agreement with respect to the lands or any part thereof, nor in any way render the interest of the Mortgagee in the lands subject to any such lease or rental agreement. All remedies now or hereafter available to the Mortgagee as described in this Mortgage or in any collateral security granted to the Mortgagee by the Mortgagor are hereby reserved to the Mortgagee and may be exercised notwithstanding any lease, rental agreement or this assignment;
- (h) The Mortgagor represents to the Mortgagee that no rental in excess of one monthly installment in advance has been paid under any lease or rental agreement in respect of the lands or any part thereof and that the Mortgagor will not demand or accept in advance any rents reserved or payable under any lease or rental agreement in excess of one monthly installment without the prior consent of the Mortgagee;
- (i) When required by the Mortgagee, the Mortgagor will from time to time, assign to the Mortgagee the Mortgagor's interest in each and every specific lease of the lands and any and every part thereof; and
- (j) In the event that the Mortgagor shall be in default in the observance or performance of any of the terms or conditions of this assignment then, at the option of the Mortgagee the mortgage moneys shall forthwith become due and payable and in default of payment, the Mortgagee shall be entitled to exercise such remedies to realize its security under the Mortgage, as it may by law be entitled.

6.02 Leases

The Mortgagor covenants and agrees as follows:

- (a) To faithfully perform any Lessor's covenants which it may have undertaken or which it may undertake under any subsisting and future leases affecting the lands and neither do, nor neglect to do, nor permit to be done, any act (other than pursuing the enforcement of the terms of such lease in the exercise of the Lessor's remedies thereunder following default on the part of any Lessee in the performance of its prescribed obligations) which may cause the material modification or the termination of any said leases, or of the obligations of any Lessee or any

person claiming through such Lessee or which may diminish or impair the value of any lease, or the rents provided for herein, or the interest of the Lessor or of the Mortgagee therein or thereunder;

- (b) Not to permit any assignment of any said lease or any subleasing thereunder unless the right to sublet or assign under the said lease is expressly reserved by the Lessee nor to collect in advance for more than one month any rents that may become collectable under such lease;
- (c) In the ownership, operation and management of the lands, the Mortgagor will observe and comply with all applicable Federal, Provincial and local by-laws, statutes, ordinances and regulations, orders and restrictions including without limitation, all zoning and building codes affecting the lands.

ARTICLE VII

7.01 Expropriation and Condemnation

- (a) If the lands or any part thereof be condemned under any power of eminent domain or be acquired by expropriation for any public use or quasi public use, the damages, proceeds, consideration and award for such acquisition, to the extent of the full amount of the Mortgage moneys and obligations secured hereby remaining unpaid, are hereby assigned by the Mortgagor and shall be paid forthwith to the Mortgagee and its successors and assigns. If a portion only of the lands be taken in the expropriation without resulting damage to the buildings and improvements or any part thereof, or if a portion of the lands shall be taken in such expropriation proceedings with resulting damages to the buildings and improvements and the amount of the award made therein is based on a determination that the portion of the buildings and improvements remaining on the portion of the lands not so taken can practicably be rehabilitated then the provisions of this Mortgage relating to Insurance proceeds in case of loss or damage shall apply to the award in the said expropriation and the same shall be applied accordingly;
- (b) Notwithstanding the foregoing subparagraph the Mortgagee shall be at liberty, at its sole option, to declare the whole of the mortgage moneys as being immediately due and payable in the event that any portion of the lands shall be the subject matter of an expropriation proceeding; and
- (c) Any moneys awarded by any Order of a Court of competent jurisdiction or any administrative tribunal with respect to any lands which have been appropriated are hereby assigned by the Mortgagor and shall be paid forthwith to the Mortgagee, its successors and assigns.

ARTICLE VIII

8.01 Interpretation

Wherever the singular number or masculine gender is used in this instrument the same shall be construed as including the plural and feminine and neuter respectively where the fact or context so requires. In any case, where this Mortgage is executed by more than one party, all covenants and agreements herein contained shall be construed and taken as against such executing parties as joint and several. The respective heirs, executors, administrators, successors and assigns of any party executing this Mortgage are jointly and severally bound by the covenants, agreements, stipulations and provisos herein contained. The covenants, agreements, stipulations and provisos herein stated shall be in addition to those granted or implied by statute.

8.02 Permitted Encumbrances

The parties acknowledge that this Mortgage is to be registered subject only to the Permitted Encumbrances.

8.03 Renewal or Extension

In the event that the Mortgagee shall agree to renew or extend the term of this Mortgage, such renewal or extension agreement need not be registered against the title to the lands, but the agreement shall be binding upon the Mortgagor, its assignees, and all subsequent mortgagees, encumbrancers or other parties claiming an interest in the lands. Such agreement shall take priority as against such assignees and subsequent mortgagees, encumbrancers and other parties. It is expressly acknowledged that such agreement may increase the rate of interest chargeable hereunder.

8.04 Commitment Letter Not Merged

The provisions of any commitment letter, as accepted by the Mortgagor, are not superseded by or merged in the execution or registration of the Mortgage or any additional and collateral security and the provisions of the commitment letter shall remain in full force and effect until all of the conditions thereof to be observed and performed by the Mortgagor have been fully paid and satisfied, provided however that in the event of a conflict between the terms of the commitment letter and the terms of this Mortgage or the collateral security, the terms of this Mortgage or the collateral security, as the case may be, shall prevail.

8.05 Collateral Security

As additional and collateral security for the repayment of the moneys hereby secured and the performance of the covenants contained herein, the Mortgagor shall execute and deliver to the Mortgagee the collateral security. None of the rights or remedies of the Mortgagee under this Mortgage or under any collateral security shall be merged in, waived, delayed, impaired, prejudiced or suspended by any such additional security or any act of the Mortgagee pursuant thereto.

8.06 Default under Collateral Security

(a) If the Mortgagor or any guarantor makes default under any security other than this Mortgagee now or hereafter granted by the Mortgagor to the Mortgagee as additional security for the due performance of the Mortgagor's covenants hereunder, the same shall constitute default under this Mortgage and the Mortgagee shall be at liberty to exercise its rights under this Mortgage and under any one or more of the other securities, either successively or concurrently, to the same extent as if the time for payment of the principal sum and other moneys hereby secured had fully come and expired; and

(b) It is understood and agreed that a default by the Mortgagor hereunder shall constitute a default under all other instruments or agreements, if any, securing and/or evidencing the loan herein or any indebtedness, present or future, of the Mortgagor to the Mortgagee and a default by the Mortgagor under any such instruments or agreements shall constitute a default hereunder.

8.07 Receipt Acknowledged

The Mortgagor acknowledges receipt of a true copy of this Mortgage.

8.08 Charge

For better securing to the Mortgagee repayment of the principal sum, interest and the mortgage moneys, the Mortgagor hereby mortgages to the Mortgagee all of its rights, title, estate and interest in the said lands.

8.09 Unenforceable Terms

If any term, covenant or condition of this Mortgage or the application thereof to any party or circumstance shall be invalid or unenforceable to any extent the remainder of this Mortgage or application of such term, covenant or condition to a party or circumstance other than those to which it is held invalid

or unenforceable shall not be affected thereby and each remaining term, covenant or condition of this Mortgage shall be valid and shall be enforceable to the fullest extent permitted by law.

8.10 Sale or Transfer of Property

Notwithstanding any other provisions hereof, the whole of the unpaid principal and interest hereby secured shall, at the option of the Mortgagee, forthwith become due and payable as if the time herein mentioned for payment had expired, if the Mortgagor sells, assigns, transfers, conveys or otherwise disposes of all or any of his interest in the within property.

8.11 Continuing Security

THE MORTGAGOR agrees that this mortgage is continuing collateral security and that the indebtedness hereby secured shall include all current or running accounts and all monies and liabilities whether direct or indirect, absolute or contingent, now or hereafter owing, wheresoever or howsoever incurred from or by the Mortgagor, as principal or surety, whether alone or jointly with any other person and in whatever style or firm, whether otherwise secured or not and whether arising from dealings between the Mortgagee and the Mortgagor from other dealings or proceedings by which the Mortgagee may become a creditor of the Mortgagor including, without limitation, advances upon overdrawn accounts or upon bills of exchange, promissory notes or other obligations discounted for the Mortgagor or otherwise, all bills of exchange, promissory notes and other obligations negotiable or otherwise representing money and liabilities, or any portion thereof, now or hereafter owing or incurred from or by the Mortgagor and all interest, damages, costs, charges and expenses which may become due or payable to the Mortgagee or may be paid or incurred by the Mortgagee, upon or in respect of the said money and liabilities or any portion thereof, all premiums of insurance upon the buildings, fixtures, and improvements now or hereafter brought or erected upon the said lands which may be paid by the Mortgagee.

8.12 Additional Financing

The Mortgagor shall not obtain additional financing from any lender or other third party nor grant any further or other security without first having obtained the consent of the Mortgagee.

8.13 Prepayment

The Mortgage shall be open for prepayment without penalty.

Executed this 12 day of September, 2018, by the Mortgagor at Ponoka, in the Province of Alberta.

WOLF CREEK GOLF RESORT LTD.

Per: 
Ryan Vold - Director / Officer

Per: _____

SCHEDULE "A"

LEGAL DESCRIPTION OF LANDS

FIRST:

**MERIDIAN 4 RANGE 26 TOWNSHIP 42
SECTION 3
QUARTER SOUTH EAST
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS
EXCEPTING THEREOUT:**

	HECTARES	(ACRES) MORE OR LESS
A) PLAN 4300LZ ROAD	7.14	17.64
B) PLAN 5777LZ ROAD	0.417	1.03
C) PLAN 1420102 ROAD	0.345	0.85

EXCEPTING THEREOUT ALL MINES AND MINERALS

SECOND:

**MERIDIAN 4 RANGE 26 TOWNSHIP 41
SECTION 35
ALL THAT PORTION OF THE NORTH WEST QUARTER
WHICH LIES NORTH WEST OF THE NORTH WESTERLY LIMIT OF THE ROAD
AS SHOWN ON ROAD PLAN 4159 EU
CONTAINING 48 HECTARES (118.5 ACRES) MORE OR LESS
EXCEPTING THEREOUT:**

	HECTARES	(ACRES) MORE OR LESS
A) PLAN 1420102 ROAD	0.513	1.27

**EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME**

THIRD:

**PLAN 0628446
BLOCK A
LOT 1
CONTAINING 76.5 HECTARES (189.04 ACRES) MORE OR LESS
EXCEPTING THEREOUT:**

	HECTARES	(ACRES) MORE OR LESS
A) PLAN 0740337 SUBDIVISION	6.92	17.10
B) PLAN 0823398 SUBDIVISION	7.63	18.85
C) PLAN 1420102 ROAD	1.309	3.23

EXCEPTING THEREOUT ALL MINES AND MINERALS

GENERAL ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT made the 12 day of September, 2018.

BETWEEN:

WOLF CREEK GOLF RESORT LTD.
RR 3, SITE 10, BOX 5
PONOKA, ALBERTA, T4J 1R3 (the "Borrower")

and

COBRA MORTGAGE SERVICES LTD.
102, 542 LAURA AVENUE
RED DEER COUNTY, ALBERTA, T4E 0A5 ("CMS")

THIS IS EXHIBIT "E" referred to
in the Affidavit of Thomas Hazlett
sworn before me this 27
day of September A.D. 2018
Shaun Campbell
A Notary Public in and for
British Columbia

RECITAL:

- A. As continuing security for the payment and performance of all debts, liabilities and obligations of the Borrower to CMS howsoever arising (present and future, absolute and contingent, direct and indirect) (the "Indebtedness") and for value received, the receipt and sufficiency of which the Borrower acknowledges, the Borrower has agreed to assign to CMS all leases, licences, tenancy agreements or rights of use or occupation of every kind in respect of the lands described in Schedule "A" hereto (the "Premises") or any part thereof (which, as may be amended, extended, renewed or replaced from time to time are herein individually called a "Lease" and collectively the "Leases") and all rents and other payments now or hereinafter due under the Leases (the "Rents");

SHAUN CAMPBELL
LAWYER
Pushor Mitchell LLP
301 - 1665 Ellis Street
Kelowna, BC V1Y 2B3
Phone: (250) 762-2108

AGREEMENT:

The Borrower agrees with CMS as follows:

- 1. The Borrower assigns to CMS:
 - (a) all Leases;
 - (b) all Rents;
 - (c) the benefit of all guarantees of the Leases; and
 - (d) the benefit of all covenants by all tenants, lessees, users, occupiers and licencees of the Premises (collectively called the "Lessees");

with full power and authority to demand, collect, sue for, distain for, recover, receive and give receipts for the Rents, to enforce payment thereof and to enforce performance of all the Leases in the name of and as agent for the Borrower.

2. **All Rents shall be recoverable as rent in arrears. Wherever CMS is entitled to levy distress against the goods and personal property of any of the Lessees or to re-enter the Premises described in any Lease, CMS may use such force as it sees fit without being liable to any action in respect thereof or for any loss or damage occasioned thereby. The Borrower releases CMS from all actions, proceedings, claims or demands in respect of any such forceable entry or any loss or damage sustained by the Borrower in respect thereof.**
3. **Notwithstanding any variation of the terms of any agreement or arrangement with the Borrower or any extension of time for payment or any release of part or parts of the Premises, or any collateral security, this Assignment shall continue as security until the Indebtedness and all terms of any agreement or agreements between the Borrower and CMS in respect of the Indebtedness are fully paid and satisfied.**
4. **Although this is a present Assignment, CMS shall not exercise its rights hereunder until CMS determines that default has been made in payment of the Indebtedness, or any part thereof, or in the performance of any term contained in any agreement between CMS and the Borrower in respect of the Indebtedness.**
5. **CMS may waive any default and shall not be bound to serve any notice on any Lessees on the happening of any default. No waiver shall extend to any subsequent default.**
6. **CMS is not responsible for collecting any Rents or performing any terms under any Lease. CMS shall not be a mortgagee in possession of the Premises by virtue of this Assignment or by virtue of anything done or omitted to be done by CMS in respect of this Assignment. CMS is not under any obligation to take any action or exercise any remedy in the collection or recovery of any Rents or to see to or enforce the performance of any terms of any Lease.**
7. **CMS shall only be liable to account for moneys which actually come into its hands by virtue of this Assignment, after deduction of all collection charges, inspection fees and other expenses (including legal fees as between a solicitor and his own client on a full indemnity basis) to which CMS may be put in respect of this Assignment and all moneys received by CMS shall be applied on account of any such part of the Indebtedness.**
8. **The Borrower shall not, without the consent in writing of CMS:**
 - (a) **assign, pledge or hypothecate the whole or any part of any Leases or Rents other than to CMS;**
 - (b) **do or permit or omit to do or permit any act to be done which either directly or indirectly has the effect of waiving, releasing, reducing or abating any rights or remedies of the Borrower or obligations of any other party under or in respect of any Lease;**
 - (c) **terminate, accept a surrender of or amend in any manner any Lease other than month to month tenancies; or**
 - (d) **receive or permit the prepayment of any Rent for more than two months in advance.**

9. The Borrower will from time to time on demand furnish to CMS a current list of all Leases in such detail as CMS requires.
10. The Borrower shall execute such further documents as are required by CMS from time to time to perfect this Assignment.
11. This Assignment is taken by way of additional security only. Neither the taking of this Assignment nor anything done in respect of this Assignment shall in any way prejudice or limit the rights of CMS or the obligations of the Borrower under any agreement between the Borrower and CMS or any collateral security thereto.
12. The Borrower will at the request of CMS from time to time give any of the Lessees notice of this Assignment and will obtain from those Lessees acknowledgment of such notice. The notice and acknowledgment shall be in the form required by CMS and such notice (or any notice of this Assignment given by CMS) shall be effective and binding on each Lessee upon CMS giving the Lessee notice that the Borrower has defaulted under the terms of any agreement between CMS and the Borrower, whether or not there has actually been a default under such agreement.
13. The rights and remedies given to CMS hereunder are in addition to and not in substitution for and shall not in any way derogate from or delay or prejudice any rights or remedies to which CMS may be entitled under or in respect of any other agreement between the Borrower and CMS.
14. The Borrower warrants and represents to CMS that:
 - (a) none of the Leases or the Borrower's rights thereunder, including the right to receive the Rents, has been or will be amended, sublet, assigned, encumbered, discounted, anticipated, waived, reduced, released or abated without the prior written consent of CMS;
 - (b) none of the Rent has been or will be paid prior to the due date for payment thereof other than as permitted by paragraph 8(d) hereof;
 - (c) there has been no default under any Lease by any of the parties thereto;
 - (d) there is no outstanding dispute under any Lease between the Borrower and any of the Lessees;
 - (e) the Borrower has performed and will perform all of its obligations under such Lease;
 - (f) each Lease at the date hereof is valid, enforceable and in full force and effect;
 - (g) the Borrower now has good right, full power and absolute authority to assign its rights in accordance with this Assignment.
15. The Borrower charges the Premises to CMS to secure the due performance of this Assignment and the payment of all Rents to CMS.

16. CMS or its agent may forthwith register this Assignment at such Registry Offices as CMS sees fit. The Borrower shall not take any steps to challenge or remove any instrument or notice filed in respect of this Assignment until the Indebtedness and all terms of any agreement between the Borrower and CMS in respect of the Indebtedness are fully paid and satisfied.
17. In this Assignment, "Borrower", "Borrowers" and "CMS" include the heirs, executors, administrators, successors and assigns of the Borrower and CMS respectively; the singular number and masculine and neuter genders include the masculine, feminine and neuter genders and the plural number when the context so requires; and "term" or "terms" include conditions, covenants, agreements, stipulations, provisions and obligations. If this Assignment is executed by more than one person as Borrower, all terms herein contained are binding on all Borrowers jointly and severally.

The Borrower has executed this Assignment the day and year first above written.

WOLF CREEK GOLF RESORT LTD.

PER: 
Ryan Vord - Director/Officer

PER: _____

SCHEDULE "A"

FIRST:

MERIDIAN 4 RANGE 26 TOWNSHIP 42

SECTION 3

QUARTER SOUTH EAST

CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS

EXCEPTING THEREOUT:

	HECTARES	(ACRES) MORE OR LESS
A) PLAN 4300LZ ROAD	7.14	17.64
B) PLAN 5777LZ ROAD	0.417	1.03
C) PLAN 1420102 ROAD	0.345	0.85

EXCEPTING THEREOUT ALL MINES AND MINERALS

SECOND:

MERIDIAN 4 RANGE 26 TOWNSHIP 41

SECTION 35

ALL THAT PORTION OF THE NORTH WEST QUARTER

WHICH LIES NORTH WEST OF THE NORTH WESTERLY LIMTT OF THE ROAD

AS SHOWN ON ROAD PLAN 4159 EU

CONTAINING 48 HECTARES (118.5 ACRES) MORE OR LESS

EXCEPTING THEREOUT:

	HECTARES	(ACRES) MORE OR LESS
A) PLAN 1420102 ROAD	0.513	1.27

EXCEPTING THEREOUT ALL MINES AND MINERALS

AND THE RIGHT TO WORK THE SAME

THIRD:

PLAN 0628446

BLOCK A

LOT 1

CONTAINING 76.5 HECTARES (189.04 ACRES) MORE OR LESS

EXCEPTING THEREOUT:

		HECTARES	(ACRES) MORE OR LESS
A) PLAN 0740337	SUBDIVISION	6.92	17.10
B) PLAN 0823398	SUBDIVISION	7.63	18.85
C) PLAN 1420102	ROAD	1.309	3.23

EXCEPTING THEREOUT ALL MINES AND MINERALS

THIS GENERAL SECURITY AGREEMENT DATED September 12, 2018.

LENDER ADDRESS: 102, 542 Laura Avenue, Red Deer County, Alberta, T4E 0A5

1. DEFINITIONS

The following definitions shall apply herein:

- (a) "Act" means the Personal Property Security Act of the Province of Alberta in effect on the date hereof;
- (b) "Accessions", "Account", "Chattel Paper", "Consumer Goods", "Document of Title", "Equipment", "Financing Change Statement", "Financing Statement", "Goods", "Instrument", "Intangible", "Inventory", "Money", "Purchase Money Security Interest" and "Security" shall have the meanings ascribed to them in the Act and shall be deemed to include both the singular and plural of such terms. All other capitalized words or terms used herein, unless otherwise defined herein, shall have the meanings ascribed to them in the Act and the Regulations passed pursuant thereto;
- (c) "Agreement", "herein", and similar expressions refer to the whole of this Security Agreement and not to any particular section or other portion thereof and extend to and include every instrument which amends or supplements this Agreement;
- (d) "Lender" means COBRA MORTGAGE SERVICES LTD.;
- (e) "Collateral" means all present and after-acquired personal property and Real Property of the Debtor of whatever kind and wherever situate, including, without limiting the generality of the foregoing, those specific items, if any, described on the attached Schedule "A", together with all documents, writings, papers, books of account and records relating to the foregoing and all rights and interests therein, but shall not include:
 - (i) the last day of any term of years reserved by any lease, verbal or written, or any agreement therefor now or hereafter held by the Debtor, it being the intention that the Debtor shall stand possessed of the reversion remaining in respect of any leasehold interest forming part of the Collateral upon trust to assign and dispose thereof as the Lender may after default direct,
 - (ii) Consumer Goods, or
 - (iii) those specific items, if any, described on the attached Schedule "B";
- (f) "Debtor" means WOLF CREEK GOLF RESORT LTD.;
- (g) "Default" means the happening of any one or more of the events or conditions described in section 7 and such term shall be deemed to include each, any, or all such events or conditions, whether any such event is voluntary or involuntary or is effected by operation of law or pursuant to or in compliance with any judgement, decree or order of any Court or any order, rule or regulation of any administrative or governmental body;

SHAUN CAMPBELL
LAWYER
Pushor Mitchell LLP
301 - 1665 Ellis Street
Kelowna, BC V1Y 2B3
Phone: (250) 762-2108

THIS IS EXHIBIT "G" referred to
in the Affidavit of Thomas Hazlett
sworn before me this 27
day of September, A.D. 20 22
Shel
A Notary Public in and for British Columbia

- (h) "Indebtedness" means and includes any and all obligations, indebtedness and liability of the Debtor to the Lender, (including but not limited to principal, interest and all costs on a full indemnity basis) present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wherever and however incurred, together with any ultimate unpaid balance thereof, whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again, and whether the Debtor is bound alone or with another or others and whether as principal or surety;
- (i) "Permitted Encumbrances" means those specific security interests, if any, whether by way of mortgage, lien, claim, charge or otherwise, listed on Schedule "A" or hereafter approved in writing by the Lender prior to their creation or assumption;
- (j) "Proceeds" shall have the meaning ascribed to it in the Act and shall be interpreted to include Lender accounts, cash, trade-ins, Equipment, notes, Chattel Paper, Goods, contractual rights, Accounts and any other personal property or obligation received when Collateral or Proceeds thereof are sold, exchanged, collected or otherwise disposed of;
- (k) "Real Property" means all of the Debtor's right, title and interest in and to all its presently owned or held and after acquired or held real, immovable and leasehold property and all interests therein, and all easements, rights-of-way, privileges, benefits, licenses, improvements and rights whether connected therewith or appurtenant thereto or separately owned or held, including all structures, plant and other fixtures;
- (l) "Receiver" means any one or more persons (whether officers of the Lender or not), firms or corporations appointed pursuant to subsection 9(f) and shall be deemed to include a receiver, manager, receiver-manager, or receiver and manager;
- (m) "Security Interest" means the security interest and the floating charge granted by the Debtor to the Lender pursuant to this Agreement; and
- (n) "Specifically Described Collateral" means those items, if any, described in Schedule "A" which comprise part of the Collateral.

2. GRANT OF SECURITY INTEREST

For value received (the receipt and sufficiency of which is hereby acknowledged):

- (a) the Debtor hereby grants, assigns, conveys, mortgages, pledges and charges, as and by way of a specific mortgage, pledge and charge and grants a continuing Security Interest to and in favour of the Lender in the Collateral (other than Real Property); and
- (b) the Debtor hereby charges the Real Property as and by way of a floating charge.

3. INDEBTEDNESS SECURED

The Security Interest secures payment and satisfaction of the Indebtedness; provided however, that if the Security Interest in the Collateral is not sufficient to satisfy the Indebtedness of the Debtor in full, the Debtor agrees that the Debtor shall continue to be liable for any Indebtedness remaining outstanding and the Lender shall be entitled to pursue full payment and satisfaction thereof.

4. ATTACHMENT OF SECURITY INTEREST

The Security Interest shall attach to the Collateral at the earliest possible moment in accordance with the Act, there being no intention on the part of the Debtor and the Lender that it attach at any later time.

5. REPRESENTATIONS AND WARRANTIES OF THE DEBTOR

The Debtor represents and warrants, and as long as this Agreement remains in effect shall be deemed to continuously represent and warrant, that:

- (a) the Debtor, if a natural person, is of legal age and, if a corporation, is duly organized, existing and in good standing under the laws of its incorporating jurisdiction and of each other jurisdiction in which the nature of its activities make such necessary;
- (b) the Debtor has the right, power and authority to enter into this Agreement and to grant the Security Interest;
- (c) the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate action and are not in contravention of any instrument by which the Debtor has been incorporated or continued, any instrument amending any such instrument, any internal regulation of the Debtor, any law, or any indenture, agreement or undertaking to which the Debtor is a party or by which it is bound;
- (d) the Debtor has not previously carried on business, does not currently carry on business, and shall not, without the prior written consent of the Lender, in the future carry on business under any name other than the name set forth in paragraph 1(f);
- (e) the Collateral is genuine and is legally and beneficially owned by the Debtor free of all security interests except for the Security Interest and the Permitted Encumbrances;
- (f) the description of the Specifically Described Collateral, whether contained herein or provided elsewhere by the Debtor to the Lender, is complete and accurate and all serial numbers affixed or ascribed to any of the Collateral have been provided to the Lender;
- (g) each Chattel Paper, Intangible and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same ("Account Debtor"), the amount represented by the Debtor to the Lender from time to time as owing by each Account Debtor shall be the correct amount owing unconditionally by such Account Debtor, and no Account Debtor shall have any defence, set-off, claim or counterclaim against the Debtor which can be asserted against the Lender, whether in any proceedings to enforce the Collateral or otherwise;
- (h) the locations specified in the attached Schedule "C" as to business operations and records are accurate and complete and, except for Goods in transit to such locations and Inventory on lease or consignment, all Collateral shall be situate at one of such locations;
- (i) all financial statements, certificates and other information concerning the Debtor's financial condition or otherwise from time to time furnished by the Debtor to the Lender are and shall be in all respects complete, correct and fair representations of the affairs of the Debtor stated in accordance with generally accepted accounting principles applied on a consistent basis;
- (j) there has not been and shall not be a material adverse change in the Debtor's position, financial or otherwise, from that indicated by the financial statements which have been delivered to the Lender;
- (k) there are no actions, suits or proceedings pending or, to the knowledge of the Debtor, threatened against the Debtor except as have been disclosed in writing to and approved by the Lender; and

- (l) none of the Collateral is or shall be Consumer Goods.

6. COVENANTS OF THE DEBTOR

The Debtor covenants:

- (a) to defend the Collateral against the claims and demands of all other parties claiming the same or an interest therein and to keep the Collateral free from all security interests except for the Security Interest and the Permitted Encumbrances;
- (b) except as expressly permitted herein, not to sell, exchange, transfer, assign, destroy, lease or otherwise dispose of the Collateral or any interest therein without the prior written consent of the Lender;
- (c) except as expressly permitted herein, not to move the Collateral from its current location, as indicated on Schedule "C", without the prior written consent of the Lender;
- (d) to assemble and deliver the Collateral to the Lender at such location as the Lender may direct;
- (e) to notify the Lender promptly in writing of:
- (i) any change in the information contained in this Agreement including any information relating to the Debtor (including its name), the Debtor's business, the Collateral, or the locations of the Collateral or the records of the Debtor, so that the Lender shall be constantly advised of all places where the Debtor conducts its business, maintains the Collateral and maintains its records,
 - (ii) the details of any significant acquisition of Collateral (including serial numbers where required under the Act in connection with registration or as otherwise requested by the Lender), and for the purposes of this Agreement "significant" shall mean any item or items the value of which exceeds in the aggregate \$ _____,
 - (iii) the removal of any of the Collateral to any jurisdiction in which any registration of, or in respect of, this Agreement may not be effective to protect the Security Interest, and in the case of such removal to provide the Lender with a written certificate stating the time of removal, what is being removed and the intended new locality of such Collateral, and to assist the Lender in effecting such further registrations as may be required by the Lender to protect its Security Interest; provided however that this provision shall not be construed as a waiver of any prohibition against removal or relocation of Collateral contained elsewhere in this Agreement, nor shall it be construed as permission to do so,
 - (iv) the details of any claims or litigation affecting the Debtor or the Collateral,
 - (v) any loss or damage to the Collateral,
 - (vi) any Default by an Account Debtor in payment or other performance of its obligations with respect to any Collateral, and
 - (vii) the return to or repossession by the Debtor of any Collateral;
- (f) to keep all of its property, including the Collateral, in good order, condition and repair and not to use the Collateral in violation of the provisions of this Agreement or any other agreement relating to the Collateral or any policy insuring the Collateral or any applicable statute, law, by-law, rule, regulation or ordinance having jurisdiction over the same;
- (g) to execute, acknowledge and deliver such further agreements and documents supplemental hereto (including financing statements, further schedules to this Agreement, assignments and transfers) and to

do all acts, matters and things as may be requested by the Lender in order to give effect to this Agreement and to perfect the Security Interest, including but not limited to any of the same which may be required to correct or amplify the description of any Collateral or for any other purpose not inconsistent with the terms of this Agreement;

- (h) to pay all costs and expenses on a full indemnity basis (including legal fees as between a solicitor and his own client) incidental to:
 - (i) the preparation, execution and filing of this Agreement,
 - (ii) maintaining, protecting and defending the Collateral, the Security Interest, and all of the Lender's rights and interest arising pursuant to this Agreement, and
 - (iii) the exercise of any rights or remedies of the Lender pursuant to this Agreement, including but not limited to the costs of the appointment of a Receiver and all expenditures incurred by such Receiver, the cost of any sale proceedings (whether the same prove abortive or not), and all costs of inspection, and all other costs and expenses incurred by the Lender in connection with or arising out of, directly or indirectly, this Agreement, all without limitation. All such costs and expenses shall be payable by the Debtor immediately upon demand from the Lender and until paid shall bear interest from the date incurred by the Lender at the highest rate of interest then chargeable by the Lender to the Debtor on any of the Indebtedness. The amount of all such costs and expenses shall be added to the Indebtedness and shall be secured by this Agreement;
- (i) to punctually pay and discharge all taxes, rates, levies, assessments and other charges of every nature which might result in any lien, encumbrance, right of distress, forfeiture or termination or sale, or any other remedy being enforced against the Collateral and to provide to the Lender satisfactory evidence of such payment and discharge;
- (j) to maintain its corporate existence, and to diligently preserve all its rights, licenses, powers, privileges, franchises and goodwill;
- (k) to observe and perform all of its obligations and comply with all conditions under leases, licenses and other agreements to which it is a party or pursuant to which any of the Collateral is held;
- (l) to carry on and conduct its business in an efficient and proper manner so as to preserve and protect the Collateral and income therefrom;
- (m) to keep, in accordance with generally accepted accounting principles consistently applied, proper books of account and records of all transactions in relation to its business and the Collateral;
- (n) to observe and conform to all valid requirements of law and of any governmental or municipal authority relating to the Collateral or the carrying on by the Debtor of its business;
- (o) at all reasonable times, to allow the Lender access to its premises in order to view the state and condition of its property and to inspect its books and records and make extracts therefrom;
- (p) to insure the Collateral for such periods, in such amounts, on such terms, with such insurers and against such loss or damage by fire and other such risks as the Lender reasonably directs, with loss payable to the Lender and the Debtor as insureds, as their respective interests may appear, to pay all premiums therefor, to deliver evidence of the same on request, and to do all acts necessary to obtain payment to the Lender of any insurance proceeds;
- (q) to prevent the Collateral from being or becoming an Accession or a fixture to other property not covered by this Agreement or other security granted by the Debtor in favour of the Lender;
- (r) to deliver to the Lender from time to time promptly upon request:

- (i) any Documents of Title, Instruments, Securities and Chattel Paper constituting the Collateral,
 - (ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to the Collateral,
 - (iii) all financial statements prepared by or for the Debtor regarding its business, or, where the Debtor is an individual, all tax returns and such personal financial statements as the Lender may request,
 - (iv) all policies and certificates of insurance relating to the Collateral, and
 - (v) such further information concerning the Collateral, the Debtor and the Debtor's business and affairs as the Lender may request;
- (s) not to change the present use of the Collateral; and
- (t) to comply with all other requirements of the Lender, whether in the nature of positive or negative covenants, as may be communicated by the Lender to the Debtor from time to time, including but not limited to those additional covenants, terms and conditions, if any, contained on the attached Schedule "D".

7. EVENTS OF DEFAULT

The following constitute Default:

- (a) non-payment when due, whether by acceleration or otherwise, of any principal or interest forming part of the Indebtedness;
- (b) failure of the Debtor to perform or observe any obligation, covenant, term, provision or condition contained in this Agreement or any other agreement, security instrument or other document made by the Debtor with or in favour of the Lender or any other person, firm or corporation;
- (c) the death of or declaration of incompetency by a Court of competent jurisdiction with respect to the Debtor, if an individual;
- (d) the Debtor becomes insolvent or makes a voluntary assignment or proposal in Bankruptcy or otherwise acknowledges its insolvency, a Bankruptcy petition is filed or presented against the Debtor, the making of an authorized assignment for the benefit of the creditors of the Debtor, the appointment of a receiver, receiver-manager, receiver and manager or trustee for the Debtor or any assets of the Debtor, or the institution by or against the Debtor of any other type of insolvency proceeding under the Bankruptcy and Insolvency Act, Companies Creditors Arrangement Act or similar legislation in any jurisdiction;
- (e) any act, matter or thing being done toward, or the commencement of any action or proceeding for, terminating the corporate existence of the Debtor, or if the Debtor is a partnership, the existence of the partnership, whether by way of winding-up, surrender of charter or otherwise;
- (f) any encumbrance or security interest affecting the Collateral becomes enforceable;
- (g) the Debtor ceases or threatens to cease to carry on its business or makes or proposes to make a bulk sale of its assets or any sale of the Collateral other than as expressly permitted herein;
- (h) any execution or other process of any Court becomes enforceable against the Debtor or a distress or analogous process is levied upon the assets of the Debtor or any part thereof (whether or not forming part of the Collateral);

- (i) the Debtor permits any amount which has been admitted as due by it or is not disputed to be due by it and which forms, or is capable of being made, a charge upon the Collateral in priority to, or pari passu with, the charge created by this Agreement to remain unpaid for 30 days after proceedings have been taken to enforce the same;
 - (j) the Debtor allows any amount outstanding from it to the Crown pursuant to any federal or provincial statute to remain unpaid for 30 days or more;
 - (k) a corporate dispute occurs within the Debtor, if a corporation, (whether between or among its shareholders, directors, officers, employees or otherwise) which may hamper the business operations of the Debtor or otherwise adversely affect, in the sole opinion of the Lender, the Debtor's business, assets or the Collateral;
 - (l) any representation or warranty furnished by or on behalf of the Debtor pursuant to or in connection with this Agreement (regardless of the form thereof or whether contained herein or elsewhere), whether as an inducement to the Lender to extend any credit to or to enter into this or any other agreement with the Debtor or otherwise proves to have been false or misleading as of the day made in any material respect or to have omitted any substantial contingent or unliquidated liability or claim against the Debtor;
 - (m) there is any material adverse change in any of the facts disclosed to the Lender, in the Debtor's position (financial or otherwise), or in the nature and value of the Collateral; or
- the Lender considers or deems, in its sole opinion, that the Security Interest and the Collateral are not sufficient security in relation to the extent of the indebtedness.

For the purposes of Section 198.1 of the Land Title Act (British Columbia), the floating charge created by this Security Agreement over Real Property shall become a fixed charge thereon upon the earlier of:

- (a) the occurrence of an event described in clause 7(d), (e), (f), (g) or (h); or
- (b) the Lender taking any action pursuant to clause 9 to enforce and realize on the Security Interests created by this Security Agreement.

8. ACCELERATION

In the event of Default the Lender, in its sole discretion, may declare all or any part of the indebtedness which is not by its terms payable on demand to be immediately due and payable, without demand or notice of any kind. The provisions of this clause shall not in any way affect any rights of the Lender with respect to any indebtedness which may now or hereafter be payable on demand.

9. REMEDIES

Upon Default the Lender shall have the following rights and powers, which the Lender may exercise immediately:

- (a) to enter upon the premises of the Debtor or any other premises where the Collateral may be situated and to take possession of all or any part of the Collateral, by any method permitted by law, to the exclusion of all others, including the Debtor, its directors, officers, agents and employees, and the Debtor hereby waives and releases the Lender and any Receiver from all claims in connection therewith or arising therefrom;
- (b) to remove all or any part of the Collateral to such place as the Lender deems advisable;

- (c) to preserve and maintain the Collateral and to do all such acts incidental thereto as the Lender considers advisable, including but not limited to making replacements and additions to the Collateral;
- (d) to collect, demand, sue on, enforce, recover and receive Collateral and give receipts and discharges therefor, and may do any such act and take any proceedings related thereto in the name of the Debtor or otherwise as the Lender considers appropriate;
- (e) to sell, lease, or otherwise dispose of the Collateral in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as the Lender deems reasonable (including without limitation, by deferred payment) all in the Lender's absolute discretion and without the concurrence of the Debtor; provided however, that the Lender shall not be required to do so and it shall be lawful for the Lender to use and possess the Collateral for any and all purposes and in any manner the Lender sees fit, all without hindrance or interruption by the Debtor or any other person or persons, provided however that none of the foregoing shall prejudice the Lender's right to pursue the Debtor for recovery in full of the amount of the Indebtedness, including the amount of any deficiency owing after the application of the proceeds of realization (and to the extent permitted by laws, the Debtor waives its rights to the protection afforded by any rule of law or legislation respecting such deficiency);
- (f) to appoint by instrument in writing, with or without bond, or by application to any Court of competent jurisdiction, a Receiver of the Collateral and to remove any Receiver so appointed and appoint another or others in his stead. Any such Receiver shall, so far as concerns responsibility for his acts, be deemed the agent of the Debtor and not of the Lender and the Lender shall not be in any way responsible for any misconduct, negligence or non-feasance on the part of any such Receiver, his agents, servants or employees. Subject to the provisions of the instrument appointing him, any such Receiver shall have the power to take possession of the Collateral, to preserve the Collateral or its value, to carry on or concur in carrying on all or any part of the business of the Debtor and to sell, lease or otherwise dispose of or concur in selling, leasing or otherwise disposing of the Collateral (including dispositions by way of deferred payment). To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others including the Debtor, enter upon, use and occupy all premises owned or occupied by the Debtor where Collateral may be situate, to employ and discharge such employees, agents or professional advisors as the Receiver deems advisable, to enter into such compromises, arrangements or settlements as the Receiver deems advisable, to borrow or otherwise raise money on the security of the Collateral and to issue Receiver's certificates and do all such other acts as the Receiver deems advisable in connection with any of the powers referred to herein. Except as may be otherwise directed by the Lender, all monies received from time to time by the Receiver in carrying out his appointment shall be received in trust for and paid over to the Lender. In addition, every Receiver may, in the discretion of Lender, be vested with all or any of the rights and powers of the Lender under the Act or any other applicable legislation or under this Agreement or any other agreement;
- (g) to rescind or vary any contract for sale, lease or other disposition that the Debtor or the Lender may have entered into and to resell, release or redispense of the Collateral;
- (h) to deliver to any purchasers of the Collateral good and sufficient conveyances or deeds for the same free and clear of any claim by the Debtor. For such purposes, the purchaser or lessee receiving any disposition of the Collateral need not inquire whether Default under this Agreement has actually occurred but may as to this and all other matters rely upon a statutory declaration of an officer of the Lender, which declaration shall be conclusive evidence as between the Debtor and such purchaser or lessee, and any such disposition shall not be affected by any irregularity of any nature or kind relating to the enforcement of this Agreement or the exercise of the rights and remedies of the Lender;
- (i) to exercise any of the powers and rights given to a Receiver pursuant to this Agreement;
- (j) to provide written notice to the Debtor that all the powers, functions, rights and privileges of the directors and officers of the Debtor with respect to the Collateral, business and undertaking of the Debtor have or shall cease as of the date notified therein, except to the extent specifically continued at any time by the Lender in writing; and

- (k) to take the benefit of or to exercise any other right, proceeding or remedy authorized or permitted at law or in equity, whether as a secured party pursuant to the Act as the same is in force from time to time or otherwise.

All rights and remedies of the Lender are cumulative and may be exercised at any time and from time to time independently or in combination. No delay or omission by the Lender in exercising any right or remedy shall operate as a waiver thereof or of any other right or remedy, and no singular partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Provided always that the Lender shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, maintain, lease or otherwise dispose of the Collateral, or to institute any proceedings for such purposes. The Lender shall have no obligation to take any steps to preserve rights against other parties, shall have no obligation to exercise any of the rights and remedies available to it on Default and shall not be liable or accountable for not exercising any such rights and remedies.

The Lender may waive any Default but no such waiver shall be effective unless made in writing and signed by an authorized officer of the Lender. Any such waiver shall not extend to, or be taken in any manner whatsoever to affect, any subsequent Default or the rights resulting therefrom.

By its acceptance of this Agreement, the Lender acknowledges that it shall not, except in the case of the bankruptcy of the Debtor, enforce this Security Agreement against any personal property of the Debtor used solely for the personal or household use and enjoyment of the Debtor or the Debtor's immediate family.

10. LENDER MAY REMEDY DEFAULT

The Lender shall have the right, but shall not be obliged to, remedy any Default of the Debtor and all sums thereby expended by the Lender shall be payable immediately by the Debtor, together with interest thereon at the highest rate of interest then chargeable by the Lender to the Debtor on any portion of the Indebtedness. All such sums shall be added to the Indebtedness and shall be secured by this Agreement. In no case shall the exercise of the Lender's rights pursuant to this Section 10 be deemed to relieve the Debtor from such Default or be deemed a waiver of such Default or of any other prior or subsequent Default.

11. USE OF COLLATERAL

Subject to compliance with the Debtor's covenants contained herein and to the following provisions of this Section 11, until Default the Debtor may:

- (a) in the case of Equipment, dispose of the same for the purpose of immediately replacing it by other Equipment of a similar nature or of a more useful or convenient character and of at least equal value;
- (b) in the case of Inventory and Money, dispose of the same in the ordinary course of the business of the Debtor and for the sole purpose of carrying on the same; and
- (c) otherwise possess, collect, use, enjoy and deal with the Collateral in the ordinary course of the Debtor's business in any manner not expressly or impliedly prohibited herein or otherwise inconsistent with the provisions of this Agreement.

Notwithstanding the foregoing:

- (a) before or after Default the Lender may notify all or any Account Debtors and may direct such Account Debtors to make all payments owed in respect of the Collateral directly to the Lender; and
- (b) the Debtor agrees that any payments on or other Proceeds of Collateral received by the Debtor, whether before or after Default, shall be received and held by the Debtor in trust for the Lender and shall be turned over to the Lender upon request.

If the Collateral at any time includes Securities, the Debtor authorizes the Lender to transfer the same or any part thereof into its own name or that of its nominees so that the Lender or its nominees may appear on record as the sole owner thereof; provided however that until Default the Lender shall deliver to the Debtor all notices or other communications received by it or its nominees as registered owner and upon demand and receipt of payment of any necessary expenses shall issue to the Debtor or its order a proxy to vote and take all action with respect to such Securities. However, after Default the Debtor waives all rights to receive any notices or communications in respect of such Securities and agrees that no proxy issued by the Lender to the Debtor or its order as aforesaid shall thereafter be effective.

12. APPROPRIATION OF PAYMENTS

All payments made at any time in respect of the Indebtedness and all Proceeds realized from any Securities held therefor may be applied (and reapplied from time to time notwithstanding any previous application) in such manner as the Lender sees fit or, at the option of the Lender, may be held unappropriated in a collateral account or released to the Debtor all without prejudice to the rights of the Lender hereunder, including the Lender's right to collect from the Debtor the amount of any deficiency remaining after application of all such payments and Proceeds.

13. POWER OF ATTORNEY AND AUTHORIZATION TO FILE

The Debtor hereby authorizes the Lender to file such Financing Statements and other documents and do such acts, matters and things (including completing and adding schedules to this Agreement identifying Collateral or locations) as the Lender from time to time deems appropriate to perfect, continue and realize upon the Security Interest and to protect and preserve the Collateral. In addition, for valuable consideration, the Debtor hereby irrevocably appoints the Lender and its officers from time to time, or any one or more of them, to be the true and lawful attorney of the Debtor, with full power of substitution, in the name of and on behalf of the Debtor to execute and to do all deeds, transfers, conveyances, assignments, assurances, and other things which the Debtor ought to execute and do under the covenants and provisions contained in this Agreement and generally to use the name of the Debtor in the exercise of all or any of the rights, remedies and powers of the Lender.

14. MISCELLANEOUS

- (a) The Lender may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, comprise, settle, grant releases and discharges and otherwise deal with the Debtor, debtors of the Debtor, sureties and others and with the Collateral and other securities as the Lender sees fit, all without prejudice to the liability of the Debtor to the Lender or to the Lender's rights in respect thereof. In addition, the Lender may demand, collect, and sue on the Collateral in either the Debtor's or the Lender's name, all at the Lender's option, and may endorse the Debtor's name on any and all cheques, commercial paper and other Instruments pertaining to or constituting the Collateral.
- (b) Neither the execution or registration of this Agreement, nor the advance or readvance of part of the monies hereby intended to be secured, shall bind the Lender to advance or readvance the said monies or any unadvanced part thereof. The advance or readvance of the said monies or any part thereof from time to time shall be in the sole discretion of the Lender.
- (c) The Debtor hereby waives protest of any Instrument constituting Collateral at any time held by the Lender on which the Debtor is in any way liable and, except as expressly prohibited by law, waives notice of any other action taken by the Lender.
- (d) Without limiting any other right of the Lender, whenever the Indebtedness is due and payable or the Lender has the right to declare it to be due and payable (whether or not it has been so declared), the Lender may, in its sole discretion, set off against the Indebtedness any and all monies then owed to the Debtor by the Lender in any capacity, whether or not due, and the Lender shall be deemed to have

exercised such right to set-off immediately at the time of making its decision to do so even though any charge therefor is made or entered on the Lender's records subsequent thereto.

- (e) In any action brought by an assignee of this Agreement and the Security Interest or any part thereof to enforce any rights hereunder, the Debtor shall not assert against such assignee any claim or defence which the Debtor now has or may hereafter have against the Lender.

15. NOTICE

In addition to the notice provisions contained in the Act, whenever the Debtor or the Lender is required or entitled to notify or direct the other or to make a demand or request upon the other, such notice, direction, demand or request shall be in writing and shall be sufficiently given only if delivered, transmitted by facsimile, or sent by prepaid registered mail addressed to the party for whom it is intended at the Lender Address, in the case of the Lender, and at the Debtor Address, in the case of the Debtor, as set out herein or as changed pursuant hereto. Either party may notify the other of any change in such party's address to be used for the purposes hereof. All such communications shall, in the case of delivery or facsimile, be deemed received on the date of delivery and, if mailed as aforesaid, shall be deemed received on the third business day following the date of posting. In the case of a disruption in postal service all such communications shall be delivered or transmitted by facsimile.

16. INTERPRETATION

- (a) This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta.
- (b) This Agreement and the security afforded by it is in addition to and not in substitution for any other security now or hereafter held by the Lender and is intended to be a continuing security agreement and shall remain in full force and effect until released in writing by the Lender. The Lender shall have no obligation to provide such release unless and until the full amount of the Indebtedness has been paid in full.
- (c) If any provision of this Agreement is held invalid, in whole or in part, by any Court of competent jurisdiction, the remaining terms and provisions of this Agreement shall remain in full force and effect and this Agreement shall be enforced to the fullest extent permitted by law.
- (d) The Debtor hereby waives the benefit of all statutory, common law and equitable rights, benefits and provisions which in any way limit or restrict the Lender's rights and remedies, to the extent that such waiver is not expressly prohibited by law. The Debtor acknowledges and agrees that the Lender shall have the right to recover the full amount of the Indebtedness by all lawful means, including the right to seek recovery of any deficiency remaining after the sale of the Collateral, including any sale thereof to the Lender.
- (e) The headings of the sections of this Agreement are inserted for convenience of reference only and shall not affect or limit the construction or interpretation of this Agreement.
- (f) All schedules, whether attached hereto on the date hereof or subsequently attached pursuant to the provisions of this Agreement, form part of this Agreement. With the exception of any schedules which may be added hereafter by the Lender without the concurrence of the Debtor pursuant to the provisions of this Agreement, no modification, variation or amendment of this Agreement shall be made except by a written agreement executed by the Debtor and the Lender.
- (g) When the context so requires, words importing the singular number shall be read to include the plural and vice versa, and words importing gender shall be read with all grammatical changes necessary to reflect the identity of the parties.

- (h) This Agreement shall enure to the benefit of the Lender, its successors and assigns and shall be binding upon the Debtor, its personal representatives, administrators, successors and permitted assigns. If more than one Debtor executes this Agreement, the obligations of the Debtor shall be joint and several.
- (i) Time shall be in all respects of the essence of this Agreement.

17. RECEIPT OF DOCUMENTS

- (a) The Debtor hereby acknowledges receiving a copy of this Agreement.
- (b) The Debtor hereby waives its right to receive a copy of any Financing Statement, Financing Change Statement or verification statement which may be filed by or issued to the Lender pursuant to the Act.

IN WITNESS WHEREOF the Debtor has executed this Agreement as of the day and year first above written.

WOLF CREEK GOLF RESORT LTD.

Per: 
Ryan Wold Director / Officer

Per: _____

DEBTOR ADDRESS:
RR 3, SITE 10, BOX 5, PONOKA, ALBERTA, T4J 1R3

SCHEDULE "A"

1. SPECIFICALLY DESCRIBED COLLATERAL

(a) Serial Number Goods

<u>Make</u>	<u>Model</u>	<u>Year of Manufacture</u>	<u>Serial Number</u>
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(b) Other

2. PURCHASE MONEY SECURITY INTERESTS

3. PERMITTED ENCUMBRANCES

SCHEDULE "B"

PERSONAL PROPERTY NOT INCLUDED IN COLLATERAL

SCHEDULE "C"

1. LOCATIONS OF DEBTOR'S BUSINESS OPERATIONS

(a) Chief Executive Office

(b) Other Locations

2. LOCATIONS OF RECORDS RELATING TO COLLATERAL

3. LOCATIONS OF COLLATERAL

SCHEDULE "D"

ADDITIONAL COVENANTS, TERMS AND CONDITIONS

THIS GENERAL SECURITY AGREEMENT DATED September 12, 2018.

LENDER ADDRESS: 102, 542 Laura Avenue, Red Deer County, Alberta, T4E 0A5

1. DEFINITIONS

The following definitions shall apply herein:

- (a) "Act" means the Personal Property Security Act of the Province of Alberta in effect on the date hereof;
- (b) "Accessions", "Account", "Chattel Paper", "Consumer Goods", "Document of Title", "Equipment", "Financing Change Statement", "Financing Statement", "Goods", "Instrument", "Intangible", "Inventory", "Money", "Purchase Money Security Interest" and "Security" shall have the meanings ascribed to them in the Act and shall be deemed to include both the singular and plural of such terms. All other capitalized words or terms used herein, unless otherwise defined herein, shall have the meanings ascribed to them in the Act and the Regulations passed pursuant thereto;
- (c) "Agreement", "herein", and similar expressions refer to the whole of this Security Agreement and not to any particular section or other portion thereof and extend to and include every instrument which amends or supplements this Agreement;
- (d) "Lender" means COBRA MORTGAGE SERVICES LTD.;
- (e) "Collateral" means all present and after-acquired personal property and Real Property of the Debtor of whatever kind and wherever situate, including, without limiting the generality of the foregoing, those specific items, if any, described on the attached Schedule "A", together with all documents, writings, papers, books of account and records relating to the foregoing and all rights and interests therein, but shall not include:
 - (i) the last day of any term of years reserved by any lease, verbal or written, or any agreement therefor now or hereafter held by the Debtor, it being the intention that the Debtor shall stand possessed of the reversion remaining in respect of any leasehold interest forming part of the Collateral upon trust to assign and dispose thereof as the Lender may after default direct,
 - (ii) Consumer Goods, or
 - (iii) those specific items, if any, described on the attached Schedule "B";
- (f) "Debtor" means WOLF CREEK VILLAGE LTD.;
- (g) "Default" means the happening of any one or more of the events or conditions described in section 7 and such term shall be deemed to include each, any, or all such events or conditions, whether any such event is voluntary or involuntary or is effected by operation of law or pursuant to or in compliance any judgement, decree or order of any Court or any order, rule or regulation of any administrative or governmental body;

SHAUN CAMPBELL
LAWYER
Pushor Mitchell LLP
301 - 1665 Ellis Street
Kelowna, BC V1Y 2B3
Phone: (250) 762-2108

THIS IS EXHIBIT "H" referred to
in the Affidavit of Thomas Hazlett
sworn before me this 27
day of September A.D. 2022

Shull
A Notary Public in and for
British Columbia

- (h) "Indebtedness" means and includes any and all obligations, indebtedness and liability of the Debtor to the Lender, (including but not limited to principal, interest and all costs on a full indemnity basis) present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wherever and however incurred, together with any ultimate unpaid balance thereof, whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again, and whether the Debtor is bound alone or with another or others and whether as principal or surety;
- (i) "Permitted Encumbrances" means those specific security interests, if any, whether by way of mortgage, lien, claim, charge or otherwise, listed on Schedule "A" or hereafter approved in writing by the Lender prior to their creation or assumption;
- (j) "Proceeds" shall have the meaning ascribed to it in the Act and shall be interpreted to include Lender accounts, cash, trade-ins, Equipment, notes, Chattel Paper, Goods, contractual rights, Accounts and any other personal property or obligation received when Collateral or Proceeds thereof are sold, exchanged, collected or otherwise disposed of;
- (k) "Real Property" means all of the Debtor's right, title and interest in and to all its presently owned or held and after acquired or held real, immovable and leasehold property and all interests therein, and all easements, rights-of-way, privileges, benefits, licenses, improvements and rights whether connected therewith or appurtenant thereto or separately owned or held, including all structures, plant and other fixtures;
- (l) "Receiver" means any one or more persons (whether officers of the Lender or not), firms or corporations appointed pursuant to subsection 9(f) and shall be deemed to include a receiver, manager, receiver-manager, or receiver and manager;
- (m) "Security Interest" means the security interest and the floating charge granted by the Debtor to the Lender pursuant to this Agreement; and
- (n) "Specifically Described Collateral" means those items, if any, described in Schedule "A" which comprise part of the Collateral.

2. GRANT OF SECURITY INTEREST

For value received (the receipt and sufficiency of which is hereby acknowledged):

- (a) the Debtor hereby grants, assigns, conveys, mortgages, pledges and charges, as and by way of a specific mortgage, pledge and charge and grants a continuing Security Interest to and in favour of the Lender in the Collateral (other than Real Property); and
- (b) the Debtor hereby charges the Real Property as and by way of a floating charge.

3. INDEBTEDNESS SECURED

The Security Interest secures payment and satisfaction of the Indebtedness; provided however, that if the Security Interest in the Collateral is not sufficient to satisfy the Indebtedness of the Debtor in full, the Debtor agrees that the Debtor shall continue to be liable for any Indebtedness remaining outstanding and the Lender shall be entitled to pursue full payment and satisfaction thereof.

4. ATTACHMENT OF SECURITY INTEREST

The Security Interest shall attach to the Collateral at the earliest possible moment in accordance with the Act, there being no intention on the part of the Debtor and the Lender that it attach at any later time.

5. REPRESENTATIONS AND WARRANTIES OF THE DEBTOR

The Debtor represents and warrants, and as long as this Agreement remains in effect shall be deemed to continuously represent and warrant, that:

- (a) the Debtor, if a natural person, is of legal age and, if a corporation, is duly organized, existing and in good standing under the laws of its incorporating jurisdiction and of each other jurisdiction in which the nature of its activities make such necessary;
- (b) the Debtor has the right, power and authority to enter into this Agreement and to grant the Security Interest;
- (c) the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate action and are not in contravention of any instrument by which the Debtor has been incorporated or continued, any instrument amending any such instrument, any internal regulation of the Debtor, any law, or any indenture, agreement or undertaking to which the Debtor is a party or by which it is bound;
- (d) the Debtor has not previously carried on business, does not currently carry on business, and shall not, without the prior written consent of the Lender, in the future carry on business under any name other than the name set forth in paragraph 1(f);
- (e) the Collateral is genuine and is legally and beneficially owned by the Debtor free of all security interests except for the Security Interest and the Permitted Encumbrances;
- (f) the description of the Specifically Described Collateral, whether contained herein or provided elsewhere by the Debtor to the Lender, is complete and accurate and all serial numbers affixed or ascribed to any of the Collateral have been provided to the Lender;
- (g) each Chattel Paper, Intangible and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same ("Account Debtor"), the amount represented by the Debtor to the Lender from time to time as owing by each Account Debtor shall be the correct amount owing unconditionally by such Account Debtor, and no Account Debtor shall have any defence, set-off, claim or counterclaim against the Debtor which can be asserted against the Lender, whether in any proceedings to enforce the Collateral or otherwise;
- (h) the locations specified in the attached Schedule "C" as to business operations and records are accurate and complete and, except for Goods in transit to such locations and Inventory on lease or consignment, all Collateral shall be situated at one of such locations;
- (i) all financial statements, certificates and other information concerning the Debtor's financial condition or otherwise from time to time furnished by the Debtor to the Lender are and shall be in all respects complete, correct and fair representations of the affairs of the Debtor stated in accordance with generally accepted accounting principles applied on a consistent basis;
- (j) there has not been and shall not be a material adverse change in the Debtor's position, financial or otherwise, from that indicated by the financial statements which have been delivered to the Lender;
- (k) there are no actions, suits or proceedings pending or, to the knowledge of the Debtor, threatened against the Debtor except as have been disclosed in writing to and approved by the Lender; and
- (l) none of the Collateral is or shall be Consumer Goods.

6. COVENANTS OF THE DEBTOR

The Debtor covenants:

- (a) to defend the Collateral against the claims and demands of all other parties claiming the same or an interest therein and to keep the Collateral free from all security interests except for the Security Interest and the Permitted Encumbrances;
- (b) except as expressly permitted herein, not to sell, exchange, transfer, assign, destroy, lease or otherwise dispose of the Collateral or any interest therein without the prior written consent of the Lender;
- (c) except as expressly permitted herein, not to move the Collateral from its current location, as indicated on Schedule "C", without the prior written consent of the Lender;
- (d) to assemble and deliver the Collateral to the Lender at such location as the Lender may direct;
- (e) to notify the Lender promptly in writing of:
 - (i) any change in the information contained in this Agreement including any information relating to the Debtor (including its name), the Debtor's business, the Collateral, or the locations of the Collateral or the records of the Debtor, so that the Lender shall be constantly advised of all places where the Debtor conducts its business, maintains the Collateral and maintains its records,
 - (ii) the details of any significant acquisition of Collateral (including serial numbers where required under the Act in connection with registration or as otherwise requested by the Lender), and for the purposes of this Agreement "significant" shall mean any item or items the value of which exceeds in the aggregate \$ _____,
 - (iii) the removal of any of the Collateral to any jurisdiction in which any registration of, or in respect of, this Agreement may not be effective to protect the Security Interest, and in the case of such removal to provide the Lender with a written certificate stating the time of removal, what is being removed and the intended new locality of such Collateral, and to assist the Lender in effecting such further registrations as may be required by the Lender to protect its Security Interest; provided however that this provision shall not be construed as a waiver of any prohibition against removal or relocation of Collateral contained elsewhere in this Agreement, nor shall it be construed as permission to do so,
 - (iv) the details of any claims or litigation affecting the Debtor or the Collateral,
 - (v) any loss or damage to the Collateral,
 - (vi) any Default by an Account Debtor in payment or other performance of its obligations with respect to any Collateral, and
 - (vii) the return to or repossession by the Debtor of any Collateral;
- (f) to keep all of its property, including the Collateral, in good order, condition and repair and not to use the Collateral in violation of the provisions of this Agreement or any other agreement relating to the Collateral or any policy insuring the Collateral or any applicable statute, law, by-law, rule, regulation or ordinance having jurisdiction over the same;
- (g) to execute, acknowledge and deliver such further agreements and documents supplemental hereto (including financing statements, further schedules to this Agreement, assignments and transfers) and do all acts, matters and things as may be requested by the Lender in order to give effect to this Agreement and to perfect the Security Interest, including but not limited to any of the same which

be required to correct or amplify the description of any Collateral or for any other purpose not inconsistent with the terms of this Agreement;

(h) to pay all costs and expenses on a full indemnity basis (including legal fees as between a solicitor and his own client) incidental to:

(i) the preparation, execution and filing of this Agreement,

(ii) maintaining, protecting and defending the Collateral, the Security Interest, and all of the Lender's rights and interest arising pursuant to this Agreement, and

(iii) the exercise of any rights or remedies of the Lender pursuant to this Agreement, including but not limited to the costs of the appointment of a Receiver and all expenditures incurred by such Receiver, the cost of any sale proceedings (whether the same prove abortive or not), and all costs of inspection, and all other costs and expenses incurred by the Lender in connection with or arising out of, directly or indirectly, this Agreement, all without limitation. All such costs and expenses shall be payable by the Debtor immediately upon demand from the Lender and until paid shall bear interest from the date incurred by the Lender at the highest rate of interest then chargeable by the Lender to the Debtor on any of the Indebtedness. The amount of all such costs and expenses shall be added to the Indebtedness and shall be secured by this Agreement;

(i) to punctually pay and discharge all taxes, rates, levies, assessments and other charges of every nature which might result in any lien, encumbrance, right of distress, forfeiture or termination or sale, or any other remedy being enforced against the Collateral and to provide to the Lender satisfactory evidence of such payment and discharge;

(j) to maintain its corporate existence, and to diligently preserve all its rights, licenses, powers, privileges, franchises and goodwill;

(k) to observe and perform all of its obligations and comply with all conditions under leases, licenses and other agreements to which it is a party or pursuant to which any of the Collateral is held;

(l) to carry on and conduct its business in an efficient and proper manner so as to preserve and protect the Collateral and income therefrom;

(m) to keep, in accordance with generally accepted accounting principles consistently applied, proper books of account and records of all transactions in relation to its business and the Collateral;

(n) to observe and conform to all valid requirements of law and of any governmental or municipal authority relating to the Collateral or the carrying on by the Debtor of its business;

(o) at all reasonable times, to allow the Lender access to its premises in order to view the state and condition of its property and to inspect its books and records and make extracts therefrom;

(p) to insure the Collateral for such periods, in such amounts, on such terms, with such insurers and against such loss or damage by fire and other such risks as the Lender reasonably directs, with loss payable to the Lender and the Debtor as insureds, as their respective interests may appear, to pay all premiums therefor, to deliver evidence of the same on request, and to do all acts necessary to obtain payment to the Lender of any insurance proceeds;

(q) to prevent the Collateral from being or becoming an Accession or a fixture to other property not covered by this Agreement or other security granted by the Debtor in favour of the Lender;

(r) to deliver to the Lender from time to time promptly upon request:

- (i) any Documents of Title, Instruments, Securities and Chattel Paper constituting the Collateral,
- (ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to the Collateral,
- (iii) all financial statements prepared by or for the Debtor regarding its business, or, where the Debtor is an individual, all tax returns and such personal financial statements as the Lender may request,
- (iv) all policies and certificates of insurance relating to the Collateral, and
- (v) such further information concerning the Collateral, the Debtor and the Debtor's business and affairs as the Lender may request;

(s) not to change the present use of the Collateral; and

(t) to comply with all other requirements of the Lender, whether in the nature of positive or negative covenants, as may be communicated by the Lender to the Debtor from time to time, including but not limited to those additional covenants, terms and conditions, if any, contained on the attached Schedule "D".

7. EVENTS OF DEFAULT

The following constitute Default:

- (a) non-payment when due, whether by acceleration or otherwise, of any principal or interest forming part of the Indebtedness;
- (b) failure of the Debtor to perform or observe any obligation, covenant, term, provision or condition contained in this Agreement or any other agreement, security instrument or other document made by the Debtor with or in favour of the Lender or any other person, firm or corporation;
- (c) the death of or declaration of incompetency by a Court of competent jurisdiction with respect to the Debtor, if an individual;
- (d) the Debtor becomes insolvent or makes a voluntary assignment or proposal in Bankruptcy or otherwise acknowledges its insolvency, a Bankruptcy petition is filed or presented against the Debtor, the making of an authorized assignment for the benefit of the creditors of the Debtor, the appointment of a receiver, receiver-manager, receiver and manager or trustee for the Debtor or any assets of the Debtor, or the institution by or against the Debtor of any other type of insolvency proceeding under the Bankruptcy and Insolvency Act, Companies Creditors Arrangement Act or similar legislation in any jurisdiction;
- (e) any act, matter or thing being done toward, or the commencement of any action or proceeding for, terminating the corporate existence of the Debtor, or if the Debtor is a partnership, the existence of the partnership, whether by way of winding-up, surrender of charter or otherwise;
- (f) any encumbrance or security interest affecting the Collateral becomes enforceable;
- (g) the Debtor ceases or threatens to cease to carry on its business or makes or proposes to make a bulk sale of its assets or any sale of the Collateral other than as expressly permitted herein;
- (h) any execution or other process of any Court becomes enforceable against the Debtor or a distress or analogous process is levied upon the assets of the Debtor or any part thereof (whether or not forming part of the Collateral);

- (l) the Debtor permits any amount which has been admitted as due by it or is not disputed to be due by it and which forms, or is capable of being made, a charge upon the Collateral in priority to, or pari passu with, the charge created by this Agreement to remain unpaid for 30 days after proceedings have been taken to enforce the same;
- (m) the Debtor allows any amount outstanding from it to the Crown pursuant to any federal or provincial statute to remain unpaid for 30 days or more;
- (n) a corporate dispute occurs within the Debtor, if a corporation, (whether between or among its shareholders, directors, officers, employees or otherwise) which may hamper the business operations of the Debtor or otherwise adversely affect, in the sole opinion of the Lender, the Debtor's business, assets or the Collateral;
- (o) any representation or warranty furnished by or on behalf of the Debtor pursuant to or in connection with this Agreement (regardless of the form thereof or whether contained herein or elsewhere), whether as an inducement to the Lender to extend any credit to or to enter into this or any other agreement with the Debtor or otherwise proves to have been false or misleading as of the day made in any material respect or to have omitted any substantial contingent or unliquidated liability or claim against the Debtor;
- (p) there is any material adverse change in any of the facts disclosed to the Lender, in the Debtor's position (financial or otherwise), or in the nature and value of the Collateral; or
- (q) the Lender considers or deems, in its sole opinion, that the Security Interest and the Collateral are not sufficient security in relation to the extent of the Indebtedness.

For the purposes of Section 198.1 of the Land Title Act (British Columbia), the floating charge created by this Security Agreement over Real Property shall become a fixed charge thereon upon the earlier of:

- (a) the occurrence of an event described in clause 7(d), (e), (f), (g) or (h); or
- (b) the Lender taking any action pursuant to clause 9 to enforce and realize on the Security Interests created by this Security Agreement.

8. ACCELERATION

In the event of Default the Lender, in its sole discretion, may declare all or any part of the Indebtedness which is not by its terms payable on demand to be immediately due and payable, without demand or notice of any kind. The provisions of this clause shall not in any way affect any rights of the Lender with respect to any Indebtedness which may now or hereafter be payable on demand.

9. REMEDIES

Upon Default the Lender shall have the following rights and powers, which the Lender may exercise immediately:

- (a) to enter upon the premises of the Debtor or any other premises where the Collateral may be situated and to take possession of all or any part of the Collateral, by any method permitted by law, to the exclusion of all others, including the Debtor, its directors, officers, agents and employees, and the Debtor hereby waives and releases the Lender and any Receiver from all claims in connection therewith or arising therefrom;
- (b) to remove all or any part of the Collateral to such place as the Lender deems advisable;

- (c) to preserve and maintain the Collateral and to do all such acts incidental thereto as the Lender considers advisable, including but not limited to making replacements and additions to the Collateral;
- (d) to collect, demand, sue on, enforce, recover and receive Collateral and give receipts and discharges therefor, and may do any such act and take any proceedings related thereto in the name of the Debtor or otherwise as the Lender considers appropriate;
- (e) to sell, lease, or otherwise dispose of the Collateral in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as the Lender deems reasonable (including without limitation, by deferred payment) all in the Lender's absolute discretion and without the concurrence of the Debtor; provided however, that the Lender shall not be required to do so and it shall be lawful for the Lender to use and possess the Collateral for any and all purposes and in any manner the Lender sees fit, all without hindrance or interruption by the Debtor or any other person or persons, provided however that none of the foregoing shall prejudice the Lender's right to pursue the Debtor for recovery in full of the amount of the indebtedness, including the amount of any deficiency owing after the application of the proceeds of realization (and to the extent permitted by laws, the Debtor waives its rights to the protection afforded by any rule of law or legislation respecting such deficiency);
- (f) to appoint by instrument in writing, with or without bond, or by application to any Court of competent jurisdiction, a Receiver of the Collateral and to remove any Receiver so appointed and appoint another or others in his stead. Any such Receiver shall, so far as concerns responsibility for his acts, be deemed the agent of the Debtor and not of the Lender and the Lender shall not be in any way responsible for any misconduct, negligence or non-feasance on the part of any such Receiver, his agents, servants or employees. Subject to the provisions of the instrument appointing him, any such Receiver shall have the power to take possession of the Collateral, to preserve the Collateral or its value, to carry on or concur in carrying on all or any part of the business of the Debtor and to sell, lease or otherwise dispose of or concur in selling, leasing or otherwise disposing of the Collateral (including dispositions by way of deferred payment). To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others including the Debtor, enter upon, use and occupy all premises owned or occupied by the Debtor where Collateral may be situated, to employ and discharge such employees, agents or professional advisors as the Receiver deems advisable, to enter into such compromises, arrangements or settlements as the Receiver deems advisable, to borrow or otherwise raise money on the security of the Collateral and to issue Receiver's certificates and do all such other acts as the Receiver deems advisable in connection with any of the powers referred to herein. Except as may be otherwise directed by the Lender, all monies received from time to time by the Receiver in carrying out his appointment shall be received in trust for and paid over to the Lender. In addition, every Receiver may, in the discretion of Lender, be vested with all or any of the rights and powers of the Lender under the Act or any other applicable legislation or under this Agreement or any other agreement;
- (g) to rescind or vary any contract for sale, lease or other disposition that the Debtor or the Lender may have entered into and to resell, release or redispense of the Collateral;
- (h) to deliver to any purchasers of the Collateral good and sufficient conveyances or deeds for the same free and clear of any claim by the Debtor. For such purposes, the purchaser or lessee receiving any disposition of the Collateral need not inquire whether Default under this Agreement has actually occurred but may as to this and all other matters rely upon a statutory declaration of an officer of the Lender, which declaration shall be conclusive evidence as between the Debtor and such purchaser or lessee, and any such disposition shall not be affected by any irregularity of any nature or kind relating to the enforcement of this Agreement or the exercise of the rights and remedies of the Lender;
- (i) to exercise any of the powers and rights given to a Receiver pursuant to this Agreement;
- (j) to provide written notice to the Debtor that all the powers, functions, rights and privileges of the directors and officers of the Debtor with respect to the Collateral, business and undertaking of the Debtor have or shall cease as of the date notified therein, except to the extent specifically continued at any time by the Lender in writing; and

- (k) to take the benefit of or to exercise any other right, proceeding or remedy authorized or permitted at law or in equity, whether as a secured party pursuant to the Act as the same is in force from time to time or otherwise.

All rights and remedies of the Lender are cumulative and may be exercised at any time and from time to time independently or in combination. No delay or omission by the Lender in exercising any right or remedy shall operate as a waiver thereof or of any other right or remedy, and no singular partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Provided always that the Lender shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, maintain, lease or otherwise dispose of the Collateral, or to institute any proceedings for such purposes. The Lender shall have no obligation to take any steps to preserve rights against other parties, shall have no obligation to exercise any of the rights and remedies available to it on Default and shall not be liable or accountable for not exercising any such rights and remedies.

The Lender may waive any Default but no such waiver shall be effective unless made in writing and signed by an authorized officer of the Lender. Any such waiver shall not extend to, or be taken in any manner whatsoever to affect, any subsequent Default or the rights resulting therefrom.

By its acceptance of this Agreement, the Lender acknowledges that it shall not, except in the case of the bankruptcy of the Debtor, enforce this Security Agreement against any personal property of the Debtor used solely for the personal or household use and enjoyment of the Debtor or the Debtor's immediate family.

10. LENDER MAY REMEDY DEFAULT

The Lender shall have the right, but shall not be obliged to, remedy any Default of the Debtor and all sums thereby expended by the Lender shall be payable immediately by the Debtor, together with interest thereon at the highest rate of interest then chargeable by the Lender to the Debtor on any portion of the Indebtedness. All such sums shall be added to the Indebtedness and shall be secured by this Agreement. In no case shall the exercise of the Lender's rights pursuant to this Section 10 be deemed to relieve the Debtor from such Default or be deemed a waiver of such Default or of any other prior or subsequent Default.

11. USE OF COLLATERAL

Subject to compliance with the Debtor's covenants contained herein and to the following provisions of this Section 11, until Default the Debtor may:

- (a) in the case of Equipment, dispose of the same for the purpose of immediately replacing it by other Equipment of a similar nature or of a more useful or convenient character and of at least equal value;
- (b) in the case of Inventory and Money, dispose of the same in the ordinary course of the business of the Debtor and for the sole purpose of carrying on the same; and
- (c) otherwise possess, collect, use, enjoy and deal with the Collateral in the ordinary course of the Debtor's business in any manner not expressly or impliedly prohibited herein or otherwise inconsistent with the provisions of this Agreement.

Notwithstanding the foregoing:

- (a) before or after Default the Lender may notify all or any Account Debtors and may direct such Account Debtors to make all payments owed in respect of the Collateral directly to the Lender; and
- (b) the Debtor agrees that any payments on or other Proceeds of Collateral received by the Debtor, whether before or after Default, shall be received and held by the Debtor in trust for the Lender and shall be turned over to the Lender upon request.

If the Collateral at any time includes Securities, the Debtor authorizes the Lender to transfer the same or any part thereof into its own name or that of its nominees so that the Lender or its nominees may appear on record as the sole owner thereof; provided however that until Default the Lender shall deliver to the Debtor all notices or other communications received by it or its nominees as registered owner and upon demand and receipt of payment of any necessary expenses shall issue to the Debtor or its order a proxy to vote and take all action with respect to such Securities. However, after Default the Debtor waives all rights to receive any notices or communications in respect of such Securities and agrees that no proxy issued by the Lender to the Debtor or its order as aforesaid shall thereafter be effective.

12. APPROPRIATION OF PAYMENTS

All payments made at any time in respect of the Indebtedness and all Proceeds realized from any Securities held therefor may be applied (and reapplied from time to time notwithstanding any previous application) in such manner as the Lender sees fit or, at the option of the Lender, may be held unappropriated in a collateral account or released to the Debtor all without prejudice to the rights of the Lender hereunder, including the Lender's right to collect from the Debtor the amount of any deficiency remaining after application of all such payments and Proceeds.

13. POWER OF ATTORNEY AND AUTHORIZATION TO FILE

The Debtor hereby authorizes the Lender to file such Financing Statements and other documents and do such acts, matters and things (including completing and adding schedules to this Agreement identifying Collateral or locations) as the Lender from time to time deems appropriate to perfect, continue and realize upon the Security Interest and to protect and preserve the Collateral. In addition, for valuable consideration, the Debtor hereby irrevocably appoints the Lender and its officers from time to time, or any one or more of them, to be the true and lawful attorney of the Debtor, with full power of substitution, in the name of and on behalf of the Debtor to execute and to do all deeds, transfers, conveyances, assignments, assurances, and other things which the Debtor ought to execute and do under the covenants and provisions contained in this Agreement and generally to use the name of the Debtor in the exercise of all or any of the rights, remedies and powers of the Lender.

14. MISCELLANEOUS

- (a) The Lender may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, comprise, settle, grant releases and discharges and otherwise deal with the Debtor, debtors of the Debtor, sureties and others and with the Collateral and other securities as the Lender sees fit, all without prejudice to the liability of the Debtor to the Lender or to the Lender's rights in respect thereof. In addition, the Lender may demand, collect, and sue on the Collateral in either the Debtor's or the Lender's name, all at the Lender's option, and may endorse the Debtor's name on any and all cheques, commercial paper and other Instruments pertaining to or constituting the Collateral.
- (b) Neither the execution or registration of this Agreement, nor the advance or readvance of part of the monies hereby intended to be secured, shall bind the Lender to advance or readvance the said monies or any unadvanced part thereof. The advance or readvance of the said monies or any part thereof from time to time shall be in the sole discretion of the Lender.
- (c) The Debtor hereby waives protest of any Instrument constituting Collateral at any time held by the Lender on which the Debtor is in any way liable and, except as expressly prohibited by law, waives notice of any other action taken by the Lender.
- (d) Without limiting any other right of the Lender, whenever the Indebtedness is due and payable or the Lender has the right to declare it to be due and payable (whether or not it has been so declared), the Lender may, in its sole discretion, set off against the Indebtedness any and all monies then owed to the Debtor by the Lender in any capacity, whether or not due, and the Lender shall be deemed to have

exercised such right to set-off immediately at the time of making its decision to do so even though any charge therefor is made or entered on the Lender's records subsequent thereto.

- (e) In any action brought by an assignee of this Agreement and the Security Interest or any part thereof to enforce any rights hereunder, the Debtor shall not assert against such assignee any claim or defence which the Debtor now has or may hereafter have against the Lender.

15. NOTICE

In addition to the notice provisions contained in the Act, whenever the Debtor or the Lender is required or entitled to notify or direct the other or to make a demand or request upon the other, such notice, direction, demand or request shall be in writing and shall be sufficiently given only if delivered, transmitted by facsimile, or sent by prepaid registered mail addressed to the party for whom it is intended at the Lender Address, in the case of the Lender, and at the Debtor Address, in the case of the Debtor, as set out herein or as changed pursuant hereto. Either party may notify the other of any change in such party's address to be used for the purposes hereof. All such communications shall, in the case of delivery or facsimile, be deemed received on the date of delivery and, if mailed as aforesaid, shall be deemed received on the third business day following the date of posting. In the case of a disruption in postal service all such communications shall be delivered or transmitted by facsimile.

16. INTERPRETATION

- (a) This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta.
- (b) This Agreement and the security afforded by it is in addition to and not in substitution for any other security now or hereafter held by the Lender and is intended to be a continuing security agreement and shall remain in full force and effect until released in writing by the Lender. The Lender shall have no obligation to provide such release unless and until the full amount of the indebtedness has been paid in full.
- (c) If any provision of this Agreement is held invalid, in whole or in part, by any Court of competent jurisdiction, the remaining terms and provisions of this Agreement shall remain in full force and effect and this Agreement shall be enforced to the fullest extent permitted by law.
- (d) The Debtor hereby waives the benefit of all statutory, common law and equitable rights, benefits and provisions which in any way limit or restrict the Lender's rights and remedies, to the extent that such waiver is not expressly prohibited by law. The Debtor acknowledges and agrees that the Lender shall have the right to recover the full amount of the indebtedness by all lawful means, including the right to seek recovery of any deficiency remaining after the sale of the Collateral, including any sale thereof to the Lender.
- (e) The headings of the sections of this Agreement are inserted for convenience of reference only and shall not affect or limit the construction or interpretation of this Agreement.
- (f) All schedules, whether attached hereto on the date hereof or subsequently attached pursuant to the provisions of this Agreement, form part of this Agreement. With the exception of any schedules which may be added hereafter by the Lender without the concurrence of the Debtor pursuant to the provisions of this Agreement, no modification, variation or amendment of this Agreement shall be made except by a written agreement executed by the Debtor and the Lender.
- (g) When the context so requires, words importing the singular number shall be read to include the plural and vice versa, and words importing gender shall be read with all grammatical changes necessary to reflect the identity of the parties.

- (h) This Agreement shall enure to the benefit of the Lender, its successors and assigns and shall be binding upon the Debtor, its personal representatives, administrators, successors and permitted assigns. If more than one Debtor executes this Agreement, the obligations of the Debtor shall be joint and several.
- (i) Time shall be in all respects of the essence of this Agreement.

17. RECEIPT OF DOCUMENTS

- (a) The Debtor hereby acknowledges receiving a copy of this Agreement.
- (b) The Debtor hereby waives its right to receive a copy of any Financing Statement, Financing Change Statement or verification statement which may be filed by or issued to the Lender pursuant to the Act.

IN WITNESS WHEREOF the Debtor has executed this Agreement as of the day and year first above written.



WOLF CREEK VILLAGE LTD.

Per: *Ryan Vole*
Ryan Vole - Director / Officer
Per: _____

DEBTOR ADDRESS:
RR 3, SITE 10, BOX 5, PONOKA, ALBERTA, T4J 1R3



SCHEDULE "A"

1. SPECIFICALLY DESCRIBED COLLATERAL

(a) **Serial Number Goods**

<u>Make</u>	<u>Model</u>	<u>Year of Manufacture</u>	<u>Serial Number</u>
-------------	--------------	--------------------------------	----------------------

(b) **Other**

All present and after-acquired personal property of the Debtor relating specifically to the water treatment facility owned by the Debtor and located on the lands legally described as Plan 0628446, Block A, Lot 1, containing 149.86 acres more or less

All present and after-acquired personal property of the Debtor relating specifically to the sewage treatment facility owned by the Debtor and located on the lands legally described as the NW-35-41-26-W4, containing 117.23 acres more or less

2. PURCHASE MONEY SECURITY INTERESTS

3. PERMITTED ENCUMBRANCES

SCHEDULE "B"

PERSONAL PROPERTY NOT INCLUDED IN COLLATERAL

SCHEDULE "C"

1. LOCATIONS OF DEBTOR'S BUSINESS OPERATIONS

(a) Chief Executive Office

(b) Other Locations

2. LOCATIONS OF RECORDS RELATING TO COLLATERAL

3. LOCATIONS OF COLLATERAL

SCHEDULE "D"

ADDITIONAL COVENANTS, TERMS AND CONDITIONS

ASSIGNMENT OF LEASE PROCEEDS

WOLF CREEK GOLF RESORT LTD. of RR 3 Site 10 Box 5, Ponoka, Alberta, T4J 1R3 (the "Assignor") hereby absolutely and irrevocably sells, assigns and transfers unto WARREN SINCLAIR LLP, of 600, 4911 - 51 Street, Red Deer, Alberta, T4N 6V4, in trust for COBRA MORTGAGE SERVICES LTD., of 102, 542 Laura Avenue, Red Deer, Alberta, T4E 0A5 (the "Assignee"), 100% of the Net Lease Proceeds (including any deposits related thereto) from leasing recreational vehicle lots on the properties legally described in short as:

SE - 3 - 42 - 26 - W4

SE & SW - 2 - 42 - 26 - W4, Plan 0628446 Block A Lot 1

NW - 35 - 41 - 26 - W4

Excepting thereout all mines and minerals

Net Lease Proceeds are defined as gross lease proceeds from each recreational vehicle lot leased less GST, leasing commissions, marketing services fees, lot servicing fees including electrical, sewer and water, current property tax and the Assignor's legal and closing costs.

The Assignor represents and warrants to the Assignee that the Net Lease Proceeds are shall be approximately \$17,000.00 per recreational vehicle lot leased.

We understand that this Assignment is irrevocable without the written consent of the Assignee.

Dated at the City of Red Deer, in the Province of Alberta, this 1st day of May, 2019.

WOLF CREEK GOLF RESORT LTD.

Per: Ryan Vold

A true copy hereof is acknowledged to have been received this 1st day of May, 2019.

Ryan Vold
Ryan Vold

00446897-1

THIS IS EXHIBIT "I" referred to in the Affidavit of Thomas Hazlett sworn before me this 27 day of September, A.D. 2022

Shaun Campbell
A Notary Public in and for British Columbia

SHAUN CAMPBELL
LAWYER
Pushor Mitchell LLP
301 - 1665 Ellis Street
Kelowna, BC V1Y 2B3
Phone: (250) 762-2108



LAND TITLE CERTIFICATE

THIS IS EXHIBIT " J " referred to in the Affidavit of Thomas Hazellett sworn before me this 27

S LINC 0035 999 549 SHORT LEGAL 0628446;A;1 day of September A.D. 2022 TITLE NUMBER 142 086 541

LEGAL DESCRIPTION

PLAN 0628446 BLOCK A LOT 1 CONTAINING 76.5 HECTARES (189.04 ACRES) MORE OR LESS EXCEPTING THEREOUT:

A Notary Public in and for the Province of British Columbia SHAUN CAMPBELL LAWYER Pushor Mitchell LLP 301 - 1665 Ellis Street Kelowna, BC V1Y 2B3 Phone: (250) 762-2108

Table with 5 columns: Description, HECTARES, (ACRES), MORE OR LESS. Rows include PLAN 0740337 SUBDIVISION, PLAN 0823398 SUBDIVISION, PLAN 1420102 ROAD.

ATS REFERENCE: 4;26;42;2;S ESTATE: FEE SIMPLE

MUNICIPALITY: PONOKA COUNTY

REFERENCE NUMBER: 142 007 593 +12

Table with 5 columns: REGISTRATION, DATE (DMY), DOCUMENT TYPE, VALUE, CONSIDERATION. Row: 142 086 541, 24/03/2014, TRANSFER OF LAND, \$1,000,000, NIL

OWNERS

WOLF CREEK GOLF RESORT LTD. OF RR 3, SITE 10, BOX 5 PONOKA ALBERTA T4J 1R3

ENCUMBRANCES, LIENS & INTERESTS

Table with 3 columns: REGISTRATION NUMBER, DATE (D/M/Y), PARTICULARS. Row: 782 060 885, 28/03/1978, UTILITY RIGHT OF WAY GRANTEE - ATCO GAS AND PIPELINES LTD.

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
142 086 541

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

10035-105 ST
EDMONTON
ALBERTA T5J2V6
"PART AS DESCRIBED"
(DATA UPDATED BY: TRANSFER OF UTILITY RIGHT
OF WAY 012025460)

802 284 679 26/11/1980 UTILITY RIGHT OF WAY
GRANTEE - ATCO GAS AND PIPELINES LTD.
10035-105 ST
EDMONTON
ALBERTA T5J2V6
AS TO PORTION DESCRIBED
(DATA UPDATED BY: TRANSFER OF UTILITY RIGHT
OF WAY 012032950)

062 589 822 21/12/2006 CAVEAT
RE : EASEMENT

062 589 846 21/12/2006 CAVEAT
RE : DEFERRED RESERVE
CAVEATOR - PONOKA COUNTY.
WEST CENTRAL PLANNING AGENCY
#105, 5111-50 AVENUE
WETASKIWIN
ALBERTA T9A0S5

072 279 919 16/05/2007 UTILITY RIGHT OF WAY
GRANTEE - ATCO GAS AND PIPELINES LTD.

072 620 540 18/10/2007 CAVEAT
RE : UTILITY RIGHT OF WAY
CAVEATOR - WOLF CREEK VILLAGE LTD.
C/O WILLIAM KACHMAN
10949-120 STREET
EDMONTON
ALBERTA T5H3R2
AGENT - WILLIAM KACHMAN

072 700 713 30/11/2007 CAVEAT
RE : EASEMENT

082 158 219 14/04/2008 CAVEAT
RE : EASEMENT

082 282 001 12/07/2008 CAVEAT
RE : RIGHT OF WAY AGREEMENT
CAVEATOR - NORTH RED DEER RIVER WATER SERVICES
COMMISSION.
C/O TOWN OF LACOMBE

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3
142 086 541

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

5432 - 56 AVENUE
LACOMBE
ALBERTA T4L1E9
AGENT - NATSHA NASSYROVA

092 049 567 17/02/2009 CAVEAT
RE : RESTRICTIVE COVENANT

092 049 568 17/02/2009 CAVEAT
RE : RESTRICTIVE COVENANT

102 132 886 23/04/2010 CAVEAT
RE : RESTRICTIVE COVENANT

102 132 932 23/04/2010 RESTRICTIVE COVENANT

102 154 950 10/05/2010 CAVEAT
RE : UTILITY RIGHT OF WAY
CAVEATOR - TELUS COMMUNICATIONS INC.
SULLIVAN STATION 1ST FLOOR
15079 - 64 AVE
SURREY
ALBERTA V3S3Z7
AGENT - PROGRESS LAND SERVICES LTD.

182 246 658 02/10/2018 MORTGAGE
MORTGAGEE - COBRA MORTGAGE SERVICES LTD.
102,542 LAURA AVE
RED DEER
ALBERTA T4E0A5
ORIGINAL PRINCIPAL AMOUNT: \$2,750,000

182 246 659 02/10/2018 CAVEAT
RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - COBRA MORTGAGE SERVICES LTD.
102,542 LAURA AVE
RED DEER
ALBERTA T4E0A5
AGENT - MICHAEL J SINCLAIR

192 028 440 04/02/2019 MORTGAGE
MORTGAGEE - 1224512 ALBERTA LTD.
RR3,SITE 10,BOX 26
PONOKA
ALBERTA T4J1R3
ORIGINAL PRINCIPAL AMOUNT: \$2,388,518

202 079 615 14/04/2020 TAX NOTIFICATION
BY - PONOKA COUNTY.
4205 HWY 2A

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 4
142 086 541

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

PONOKA, ALBERTA
T4J1V9

TOTAL INSTRUMENTS: 018

PENDING REGISTRATION QUEUE

DRR NUMBER	RECEIVED DATE (D/M/Y)	CORPORATE LLP TRADENAME	LAND ID
D009RN6	09/09/2022	FARNHAM WEST STOLEE LLP 780-679-0444 CUSTOMER FILE NUMBER: 41,898 SHH	
001		WRIT	0035 999 549

TOTAL PENDING REGISTRATIONS: 001

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 21 DAY OF
SEPTEMBER, 2022 AT 02:38 P.M.

ORDER NUMBER: 45463028

CUSTOMER FILE NUMBER: 116174



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).

IF MORE INFORMATION IS REQUIRED ON A PENDING REGISTRATION WHERE
THE CONTACT INFORMATION DISPLAYS N/A PLEASE EMAIL LTO@GOV.AB.CA.



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0035 999 648 4;26;41;35;NW 142 007 593 +22

LEGAL DESCRIPTION

MERIDIAN 4 RANGE 26 TOWNSHIP 41
SECTION 35
ALL THAT PORTION OF THE NORTH WEST QUARTER
WHICH LIES NORTH WEST OF THE NORTH WESTERLY LIMTT OF THE ROAD
AS SHOWN ON ROAD PLAN 4159 EU
CONTAINING 48 HECTARES (118.5 ACRES) MORE OR LESS
EXCEPTING THEREOUT:

	HECTARES	(ACRES)	MORE OR LESS
A) PLAN 1420102 ROAD	0.513	1.27	

EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME

ESTATE: FEE SIMPLE

MUNICIPALITY: LACOMBE COUNTY

REFERENCE NUMBER: 902 005 337

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
142 007 593	08/01/2014	ROAD PLAN		

OWNERS

WOLF CREEK GOLF RESORT LTD.
OF BOX 1378
PONOKA
ALBERTA T0C 2H0

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION	DATE (D/M/Y)	PARTICULARS
NUMBER		
852 168 385	12/08/1985	CAVEAT RE : DEVELOPMENT AGREEMENT

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
142 007 593 +22

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

CAVEATOR - LACOMBE COUNTY.
RR3
LACOMBE
ALBERTA T4L2N3
(DATA UPDATED BY: CHANGE OF NAME 162126042)

102 057 078 19/02/2010 CAVEAT
RE : DEVELOPMENT AGREEMENT PURSUANT TO MUNICIPAL
GOVERNMENT ACT
CAVEATOR - LACOMBE COUNTY.
RR3
LACOMBE
ALBERTA T4L2N3

102 392 607 05/11/2010 UTILITY RIGHT OF WAY
GRANTEE - ATCO GAS AND PIPELINES LTD.

182 246 658 02/10/2018 MORTGAGE
MORTGAGEE - COBRA MORTGAGE SERVICES LTD.
102,542 LAURA AVE
RED DEER
ALBERTA T4E0A5
ORIGINAL PRINCIPAL AMOUNT: \$2,750,000

182 246 659 02/10/2018 CAVEAT
RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - COBRA MORTGAGE SERVICES LTD.
102,542 LAURA AVE
RED DEER
ALBERTA T4E0A5
AGENT - MICHAEL J SINCLAIR

192 028 440 04/02/2019 MORTGAGE
MORTGAGEE - 1224512 ALBERTA LTD.
RR3,SITE 10,BOX 26
PONOKA
ALBERTA T4J1R3
ORIGINAL PRINCIPAL AMOUNT: \$2,388,518

TOTAL INSTRUMENTS: 006

PENDING REGISTRATION QUEUE

DRR NUMBER	RECEIVED DATE (D/M/Y)	CORPORATE LLP TRADENAME	LAND ID
D009RN6	09/09/2022	FARNHAM WEST STOLEE LLP 780-679-0444	

(CONTINUED)

PENDING REGISTRATION QUEUE

PAGE 3

DRR NUMBER	RECEIVED DATE (D/M/Y)	CORPORATE LLP TRADENAME	# 142 007 593 +22 LAND ID
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CUSTOMER FILE NUMBER:
41,898 SHH

001

WRIT

0035 999 648

TOTAL PENDING REGISTRATIONS: 001

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 21 DAY OF
SEPTEMBER, 2022 AT 02:37 P.M.

ORDER NUMBER: 45462985

CUSTOMER FILE NUMBER: 116174



END OF CERTIFICATE

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SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

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PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).

IF MORE INFORMATION IS REQUIRED ON A PENDING REGISTRATION WHERE
THE CONTACT INFORMATION DISPLAYS N/A PLEASE EMAIL LTO@GOV.AB.CA.



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0035 999 622 4;26;42;3;SE 142 007 593 +20

LEGAL DESCRIPTION

MERIDIAN 4 RANGE 26 TOWNSHIP 42
SECTION 3
QUARTER SOUTH EAST
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS
EXCEPTING THEREOUT:

		HECTARES	(ACRES)	MORE OR LESS
A) PLAN 4300LZ	ROAD	7.14	17.64	
B) PLAN 5777LZ	ROAD	0.417	1.03	
C) PLAN 1420102	ROAD	0.345	0.85	

EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

MUNICIPALITY: PONOKA COUNTY

REFERENCE NUMBER: 892 125 443

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
142 007 593	08/01/2014	ROAD PLAN		

OWNERS

WOLF CREEK GOLF RESORT LTD.
OF PONOKA
ALBERTA

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION	DATE (D/M/Y)	PARTICULARS
NUMBER		
792 053 345	09/03/1979	UTILITY RIGHT OF WAY GRANTEE - THE TOWN OF LACOMBE.
812 062 395	19/03/1981	UTILITY RIGHT OF WAY

(CONTINUED)

 ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
 # 142 007 593 +20

REGISTRATION
 NUMBER DATE (D/M/Y) PARTICULARS

GRANTEE - ATCO GAS AND PIPELINES LTD.
 AS TO PORTION OR PLAN:8120024
 (DATA UPDATED BY: TRANSFER OF UTILITY RIGHT
 OF WAY 012028573)

182 246 658 02/10/2018 MORTGAGE
 MORTGAGEE - COBRA MORTGAGE SERVICES LTD.
 102,542 LAURA AVE
 RED DEER
 ALBERTA T4E0A5
 ORIGINAL PRINCIPAL AMOUNT: \$2,750,000

182 246 659 02/10/2018 CAVEAT
 RE : ASSIGNMENT OF RENTS AND LEASES
 CAVEATOR - COBRA MORTGAGE SERVICES LTD.
 102,542 LAURA AVE
 RED DEER
 ALBERTA T4E0A5
 AGENT - MICHAEL J SINCLAIR

192 028 440 04/02/2019 MORTGAGE
 MORTGAGEE - 1224512 ALBERTA LTD.
 RR3,SITE 10,BOX 26
 PONOKA
 ALBERTA T4J1R3
 ORIGINAL PRINCIPAL AMOUNT: \$2,388,518

202 079 615 14/04/2020 TAX NOTIFICATION
 BY - PONOKA COUNTY.
 4205 HWY 2A
 PONOKA, ALBERTA
 T4J1V9

TOTAL INSTRUMENTS: 006

 PENDING REGISTRATION QUEUE

DRR NUMBER	RECEIVED DATE (D/M/Y)	CORPORATE LLP TRADENAME	LAND ID
D009RN6	09/09/2022	FARNHAM WEST STOLEE LLP 780-679-0444 CUSTOMER FILE NUMBER: 41,898 SHH	
001		WRIT	0035 999 622

TOTAL PENDING REGISTRATIONS: 001

(CONTINUED)

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 21 DAY OF
SEPTEMBER, 2022 AT 02:36 P.M.

ORDER NUMBER: 45462959

CUSTOMER FILE NUMBER: 116174



END OF CERTIFICATE

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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).

IF MORE INFORMATION IS REQUIRED ON A PENDING REGISTRATION WHERE
THE CONTACT INFORMATION DISPLAYS N/A PLEASE EMAIL LTO@GOV.AB.CA.

Search ID #: Z15430306

Transmitting Party

ONE STOP LICENCE SHOP LTD. (P460)

#7 5105 76A STREET CLOSE
RED DEER, AB T4P 3M2

Party Code: 50076751
Phone #: 403 341 7867
Reference #:

Search ID #: Z15430306

Date of Search: 2022-Sep-21

Time of Search: 15:28:48

Business Debtor Search For:

WOLF CREEK GOLF RESORT LTD.

Both Exact and Inexact Result(s) Found

NOTE:

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

THIS IS EXHIBIT " K " referred to
in the Affidavit of Thomas Hazlett
sworn before me this 27
day of September, A.D. 20 22
[Signature]
A Notary Public in and for British Columbia

SHAUN CAMPBELL
LAWYER
Pushor Mitchell LLP
301 - 1665 Ellis Street
Kelowna, BC V1Y 2B3
Phone: (250) 762-2108



Search ID #: Z15430306

Business Debtor Search For:

WOLF CREEK GOLF RESORT LTD.

Search ID #: Z15430306

Date of Search: 2022-Sep-21

Time of Search: 15:28:48

Registration Number: 16080938099

Registration Date: 2016-Aug-09

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2026-Aug-09 23:59:59

Exact Match on:

Debtor

No: 1

Amendments to Registration

22030728643

Amendment

2022-Mar-07

22030730045

Renewal

2022-Mar-07

Debtor(s)

Block

1 WOLF CREEK GOLF RESORT LTD.
RR3, SITE 10, BOX 5
PONOKA, AB T4J 1R3

Status
Current

Block

2 VOLD, RYAN, RALPH
RR5 SITE 6
PONOKA, AB T4J 0B3

Status
Current by
22030728643

Birth Date:
1954-Oct-30

Block

3 VOLD, RALPH, NANSEN
RR3 SITE 20
PONOKA, AB T4J 0B3

Status
Current by
22030728643

Birth Date:
1930-Dec-03

Search ID #: Z15430306

Secured Party / Parties

Block

1 DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.
3450 SUPERIOR COURT, UNIT 1
OAKVILLE, ON L6L 0C4

Status
Deleted by
22030728643

Block

2 DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.
3450 SUPERIOR COURT, UNIT 1
OAKVILLE, ON L6L 0C4
Email: abautonsp@teranet.ca

Status
Current by
22030728643

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	SL1648701943	2016	CLUB CAR PRECEDENT GAS	MV - Motor Vehicle	Current
2	SL1648701944	2016	CLUB CAR PRECEDENT GAS	MV - Motor Vehicle	Current
3	SL1648701945	2016	CLUB CAR PRECEDENT GAS	MV - Motor Vehicle	Current
4	SL1648701946	2016	CLUB CAR PRECEDENT GAS	MV - Motor Vehicle	Current
5	SL1648701947	2016	CLUB CAR PRECEDENT GAS	MV - Motor Vehicle	Current
6	SL1648701951	2016	CLUB CAR PRECEDENT GAS	MV - Motor Vehicle	Current
7	SL1648701954	2016	CLUB CAR PRECEDENT GAS	MV - Motor Vehicle	Current
8	SL1648701957	2016	CLUB CAR PRECEDENT GAS	MV - Motor Vehicle	Current
9	SL1648701958	2016	CLUB CAR PRECEDENT GAS	MV - Motor Vehicle	Current
10	SL1648701959	2016	CLUB CAR PRECEDENT GAS	MV - Motor Vehicle	Current
11	SL1648701961	2016	CLUB CAR PRECEDENT GAS	MV - Motor Vehicle	Current
12	SL1648702050	2016	CLUB CAR PRECEDENT GAS	MV - Motor Vehicle	Current
13	SL1648702054	2016	CLUB CAR PRECEDENT GAS	MV - Motor Vehicle	Current

Search ID #: Z15430306

14	SL1648702058	2016 CLUB CAR PRECEDENT GAS	MV - Motor Vehicle	Current
15	SL1648702059	2016 CLUB CAR PRECEDENT GAS	MV - Motor Vehicle	Current
16	SL1648702060	2016 CLUB CAR PRECEDENT GAS	MV - Motor Vehicle	Current
17	SL1648702061	2016 CLUB CAR PRECEDENT GAS	MV - Motor Vehicle	Current
18	SL1648702062	2016 CLUB CAR PRECEDENT GAS	MV - Motor Vehicle	Current
19	SL1648702063	2016 CLUB CAR PRECEDENT GAS	MV - Motor Vehicle	Current
20	SL1648702064	2016 CLUB CAR PRECEDENT GAS	MV - Motor Vehicle	Current
21	SL1648702065	2016 CLUB CAR PRECEDENT GAS	MV - Motor Vehicle	Current
22	SL1648702067	2016 CLUB CAR PRECEDENT GAS	MV - Motor Vehicle	Current
23	SL1648702070	2016 CLUB CAR PRECEDENT GAS	MV - Motor Vehicle	Current
24	SL1648702072	2016 CLUB CAR PRECEDENT GAS	MV - Motor Vehicle	Current
25	SL1648702074	2016 CLUB CAR PRECEDENT GAS	MV - Motor Vehicle	Current
26	SL1648702076	2016 CLUB CAR PRECEDENT GAS	MV - Motor Vehicle	Current
27	SL1648702078	2016 CLUB CAR PRECEDENT GAS	MV - Motor Vehicle	Current
28	SL1648702080	2016 CLUB CAR PRECEDENT GAS	MV - Motor Vehicle	Current
29	SL1648702082	2016 CLUB CAR PRECEDENT GAS	MV - Motor Vehicle	Current
30	SL1648702083	2016 CLUB CAR PRECEDENT GAS	MV - Motor Vehicle	Current
31	SL1648702087	2016 CLUB CAR PRECEDENT GAS	MV - Motor Vehicle	Current
32	SL1648702091	2016 CLUB CAR PRECEDENT GAS	MV - Motor Vehicle	Current
33	SL1648702092	2016 CLUB CAR PRECEDENT GAS	MV - Motor Vehicle	Current

Search ID #: Z15430306

34	SL1648702093	2016 CLUB CAR PRECEDENT GAS	MV - Motor Vehicle	Current
35	SL1648702094	2016 CLUB CAR PRECEDENT GAS	MV - Motor Vehicle	Current
36	SL1648702095	2016 CLUB CAR PRECEDENT GAS	MV - Motor Vehicle	Current
37	SL1648702099	2016 CLUB CAR PRECEDENT GAS	MV - Motor Vehicle	Current
38	SL1648702101	2016 CLUB CAR PRECEDENT GAS	MV - Motor Vehicle	Current
39	SL1648702104	2016 CLUB CAR PRECEDENT GAS	MV - Motor Vehicle	Current
40	SL1648702105	2016 CLUB CAR PRECEDENT GAS	MV - Motor Vehicle	Current
41	SL1648702107	2016 CLUB CAR PRECEDENT GAS	MV - Motor Vehicle	Current
42	SL1648702109	2016 CLUB CAR PRECEDENT GAS	MV - Motor Vehicle	Current
43	SL1648702112	2016 CLUB CAR PRECEDENT GAS	MV - Motor Vehicle	Current
44	SL1648702114	2016 CLUB CAR PRECEDENT GAS	MV - Motor Vehicle	Current
45	SL1648702116	2016 CLUB CAR PRECEDENT GAS	MV - Motor Vehicle	Current
46	SL1648702118	2016 CLUB CAR PRECEDENT GAS	MV - Motor Vehicle	Current
47	SL1648702120	2016 CLUB CAR PRECEDENT GAS	MV - Motor Vehicle	Current
48	SL1648702122	2016 CLUB CAR PRECEDENT GAS	MV - Motor Vehicle	Current
49	SL1648702131	2016 CLUB CAR PRECEDENT GAS	MV - Motor Vehicle	Current
50	SL1648702132	2016 CLUB CAR PRECEDENT GAS	MV - Motor Vehicle	Current
51	SL1648702133	2016 CLUB CAR PRECEDENT GAS	MV - Motor Vehicle	Current
52	SL1648702134	2016 CLUB CAR PRECEDENT GAS	MV - Motor Vehicle	Current

Search ID #: Z15430306

53	SL1648702135	2016	CLUB CAR PRECEDENT GAS	MV - Motor Vehicle	Current
54	SL1648702136	2016	CLUB CAR PRECEDENT GAS	MV - Motor Vehicle	Current
55	SL1648702139	2016	CLUB CAR PRECEDENT GAS	MV - Motor Vehicle	Current
56	SL1648702140	2016	CLUB CAR PRECEDENT GAS	MV - Motor Vehicle	Current
57	SL1648702142	2016	CLUB CAR PRECEDENT GAS	MV - Motor Vehicle	Current
58	SL1648702144	2016	CLUB CAR PRECEDENT GAS	MV - Motor Vehicle	Current
59	SL1648702147	2016	CLUB CAR PRECEDENT GAS	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	All personal property of the debtor described herein by vehicle	Current
2	identification number or serial number, as applicable, wherever	Current
3	situated, together with all parts and accessories relating	Current
4	thereto, all attachments, accessories and accessions thereto or	Current
5	thereon, all replacements, substitutions, additions and	Current
6	improvements of all or any part of the foregoing.	Current
7	Proceeds: all of the debtor's present and after acquired goods,	Current
8	motor vehicles, accounts, money, chattel paper, documents of	Current
9	title, investment property, instruments and intangibles as	Current
10	defined in the Personal Property Security Act, insurance proceeds	Current
11	and all other substitutions, renewals, alterations or proceeds of	Current
12	every description and of any kind whatsoever derived directly or	Current
13	indirectly from any dealings with the serial number collateral	Current
14	described above, or proceeds therefrom.	Current

Search ID #: Z15430306

Business Debtor Search For:

WOLF CREEK GOLF RESORT LTD.

Search ID #: Z15430306

Date of Search: 2022-Sep-21

Time of Search: 15:28:48

Registration Number: 18090532066

Registration Date: 2018-Sep-05

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2023-Sep-05 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status

Current

1 WOLF CREEK GOLF RESORT LTD.
RR 3 SITE 10 BOX 5
PONOKA, AB T4J 1R3

Secured Party / Parties

Block

Status

Current

1 COBRA MORTGAGE SERVICES LTD.
102, 542 LAURA AVENUE
RED DEER COUNTY, AB T4E 0A5

Collateral: General

Block

Description

Status

Current

1 ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY AND REAL
PROPERTY OF THE DEBTOR OF WHATEVER KIND AND WHEREVER SITUATE.

Search ID #: Z15430306

Business Debtor Search For:

WOLF CREEK GOLF RESORT LTD.

Search ID #: Z15430306

Date of Search: 2022-Sep-21

Time of Search: 15:28:48

Registration Number: 21062103406

Registration Date: 2021-Jun-21

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2027-Jun-21 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status

1 WOLF CREEK GOLF RESORT LTD.
RR 3 STN MAIN SITE 10 COMP 5
PONOKA, AB T4J 1R3

Current

Secured Party / Parties

Block

Status

1 JOHN DEERE FINANCIAL INC.
295 HUNTER ROAD, P.O. BOX 1000
GRIMSBY, ON L3M 4H5
Email: absecparties@avssystems.ca

Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	1TC7700ALMV080064	2021	JOHN DEERE 7700A	MV - Motor Vehicle	Current
2	1TC7700ATMV080085	2021	JOHN DEERE 7700A	MV - Motor Vehicle	Current
3	04357310001310	2015	TORO GRTRIPLEX3150	MV - Motor Vehicle	Current
4	04357310001357	2015	TORO GRTRIPLEX3150	MV - Motor Vehicle	Current

Search ID #: Z15430306

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	ONE JOHN DEERE 7700A PRECISIONCUT FAIRWAY MOWER ONE JOHN DEERE 7700A PRECISIONCUT FAIRWAY MOWER ONE JOHN DEERE 1200 HYDRO RAKE ONE JOHN DEERE 1200A BUNKER AND FIELD RAKE ONE JOHN DEERE 1200A BUNKER AND FIELD RAKE ONE TORO PROCORE-648 AERATION ONE TORO GRTRIPLEX3150 GOLF MOWERS ONE TORO GRTRIPLEX3150 GOLF MOWERS TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL	Current

Search ID #: Z15430306

Business Debtor Search For:

WOLF CREEK GOLF RESORT LTD.

Search ID #: Z15430306

Date of Search: 2022-Sep-21

Time of Search: 15:28:48

Registration Number: 21121523855

Registration Date: 2021-Dec-15

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2026-Dec-15 23:59:59

Exact Match on: Debtor No: 1
Inexact Match on: Debtor No: 2

Debtor(s)

Block

1 WOLF CREEK GOLF RESORT LTD.
RR 3 SITE 10 BOX 5 STN MAIN
PONOKA, AB T4J 1R3

Status
Current

Block

2 WOLF CREEK GOLF COURSE
RR 3 SITE 10 BOX 5 STN MAIN
PONOKA, AB T4J 1R3

Status
Current

Secured Party / Parties

Block

1 CWB NATIONAL LEASING INC.
1525 BUFFALO PLACE
WINNIPEG, MB R3T 1L9
Phone #: 204 954 9000 Fax #: 866 814 4752
Email: ppsa.adminstration@cwbnationalleasing.com

Status
Current

Collateral: General

Block

1 ALL GCQUAD COMPLETE SIMULATOR OF EVERY NATURE OR KIND DESCRIBED IN AGREEMENT NUMBER 3075267, BETWEEN THE SECURED PARTY AND THE DEBTOR, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, SUBSTITUTIONS AND PROCEEDS OF ANY KIND DERIVED DIRECTLY OR INDIRECTLY THEREFROM.

Status
Current

Search ID #: Z15430306

Particulars

Block **Additional Information**

Status

1 Purchase Money Security Interest.

Current

Search ID #: Z15430306

Business Debtor Search For:

WOLF CREEK GOLF RESORT LTD.

Search ID #: Z15430306

Date of Search: 2022-Sep-21 Time of Search: 15:28:48

Registration Number: 22081820279

Registration Type: WRIT OF ENFORCEMENT

Registration Date: 2022-Aug-18

Registration Status: Current

Expiry Date: 2024-Aug-18 23:59:59

Issued in Wetaskiwin Judicial Centre

Court File Number is 221200100

Judgment Date is 2022-Jul-28

This Writ was issued on 2022-Aug-16

Type of Judgment is Other

Original Judgment Amount: \$561,915.43

Costs Are: \$1,721.80

Post Judgment Interest: \$0.00

Current Amount Owing: \$563,637.23

Exact Match on: Debtor No: 1

Solicitor / Agent

FARNHAM WEST STOLEE KAMBEITZ LLP

5016 - 52 STREET

CAMROSE, AB T4V 1V7

Phone #: 780 679 0444

Fax #: 780 679 0958

Reference #: #41,898 EHB

Email: camlaw@telusplanet.net

Debtor(s)

Block

Status

Current

1 WOLF CREEK GOLF RESORT LTD.
C/O 5034 - 49TH AVENUE
PONOKA, AB T4J 1S1

Creditor(s)

Block

Status

Current

1 NU EDGE CONSTRUCTION LTD.
C/O 3815A - 47TH AVENUE
CAMROSE, AB T4V 4S4

Search ID #: Z15430306

Phone #: 780 679 7825

Email: info@necltd.ca

Result Complete

Search ID #: Z15430321

Transmitting Party

ONE STOP LICENCE SHOP LTD. (P460)

#7 5105 76A STREET CLOSE
RED DEER, AB T4P 3M2

Party Code: 50076751
Phone #: 403 341 7867
Reference #:

Search ID #: Z15430321

Date of Search: 2022-Sep-21

Time of Search: 15:30:53

Business Debtor Search For:

WOLF CREEK VILLAGE LTD.

Exact Result(s) Only Found

NOTE:

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



Search ID #: Z15430321

Business Debtor Search For:

WOLF CREEK VILLAGE LTD.

Search ID #: Z15430321

Date of Search: 2022-Sep-21

Time of Search: 15:30:53

Registration Number: 18090539868

Registration Type: SECURITY AGREEMENT

Registration Date: 2018-Sep-05

Registration Status: Current

Expiry Date: 2023-Sep-05 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status

1 WOLF CREEK VILLAGE LTD.
RR 3 SITE 10 BOX 5
PONOKA, AB T4J 1R3

Current

Secured Party / Parties

Block

Status

1 COBRA MORTGAGE SERVICES LTD.
102, 542 LAURA AVENUE
RED DEER COUNTY, AB T4E 0A5

Current

Collateral: General

Block

Description

Status

1 ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY AND REAL
PROPERTY OF THE DEBTOR OF WHATEVER KIND AND WHEREVER SITUATE.

Current

2 ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR
RELATING SPECIFICALLY TO THE WATER TREATMENT FACILITY OWNED BY THE
DEBTOR AND LOCATED ON THE LANDS LEGALLY DESCRIBED AS PLAN 0628446,
BLOCK A, LOT 1, CONTAINING 149.86 ACRES MORE OR LESS.

Current

3 ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR
RELATING SPECIFICALLY TO THE SEWAGE TREATMENT FACILITY OWNED BY THE
DEBTOR AND LOCATED ON THE LANDS LEGALLY DESCRIBED AS THE NW-35-41-
26-W4, CONTAINING 117.23 ACRES MORE OR LESS.

Current

Result Complete

Warren Sinclair_{LLP}

LAWYERS

April 20, 2020

Wolf Creek Golf Resort Ltd.
RR3, Site 10, Box 5
Ponoka, AB T4J 1R3

Lawyer: Matthew R. Park
E-mail: mpark@warrensinclair.com
Assistant: Kayla Walsh
E-mail: kwalsh@warrensinclair.com
Our File 116174/MP

Dear Sir/Madam:

Re: Cobra Mortgage Services Inc. (the "Lender") loan(s) to Wolf Creek Golf Resort Ltd.

This office represents the Lender.

We advise that default has been made by you with respect to the above-referenced loan(s). Accordingly, pursuant to the terms of the said loan(s), the entire balance(s) outstanding thereunder have become due and payable. The amount due and payable as at April 17, 2020 is \$2,734,553.31.

Payment in full in the total amount of \$2,734,553.31. is accordingly demanded. If payment is not received within 10 days from the date of this correspondence, the Lender will take whatever action it considers to be appropriate in the circumstances, including realization of any or all of the security the Lender holds in respect of the amount owing. Please note that all costs incurred by the Lender as a result of any action taken, including legal costs on a solicitor and his own client, full indemnity basis, will be added to your liability.

Payment may be made by way of wire transfer, bank draft or solicitor's trust cheque, payable to "Warren Sinclair LLP" and delivered to this office to the attention of the undersigned. The exact amount owing should be confirmed with this office prior to payment.

Pursuant to section 244 of the *Bankruptcy and Insolvency Act*, we have enclosed our form of Notice of Intention to Enforce Security. The stay period referred to in that document should not be considered a waiver of the Lender's right to proceed prior to the expiry of that period as it may be entitled.

SHAUN CAMPBELL
LAWYER
Pushor Mitchell LLP
301 - 1665 Ellis Street
Kelowna, BC V1Y 2B3
Phone: (250) 762-2108

THIS IS EXHIBIT " L " referred to
in the Affidavit of Thomas Hazlett
sworn before me this 27
day of September A.D. 20 22
Shaun Campbell
A Notary Public in and for British Columbia

00621154-1

Please give this matter your immediate attention.

Yours truly,

Warren Sinclair LLP

A handwritten signature in black ink, appearing to read 'Matthew R. Park', with a long horizontal line extending to the right.

Matthew R. Park

MP/kw

enclosure

via courier and email to: ryan@wolfcreekgolf.com

cc: client

cc: Wolf Creek Village Ltd.

cc: Ryan Vold

**FORM 86
NOTICE OF INTENTION TO ENFORCE SECURITY
(RULE 124)**

TO: WOLF CREEK GOLF RESORT LTD., an insolvent person


Take notice that:

1. Cobra Mortgage Services Ltd., a secured creditor, intends to enforce its security on the property of the insolvent person described below:
 - a) Real property having the legal descriptions set out in Schedule "A" hereto, which shall be referred to collectively as the "Mortgaged Lands".
 - b) All of the insolvent person's present and after-acquired personal property, as particularized in the General Security Agreement dated September 12, 2018.
2. The security that is to be enforced is in the form of:
 - a) Collateral Mortgage dated September 12, 2018 and registered against title to the Mortgaged Lands on October 2, 2018 as registration number 182 246 658.
 - b) General Assignment of Leases and Rents dated September 12, 2018 and registered against title to the Mortgaged Lands on October 2, 2018 as registration number 182 246 659.
 - c) General Security Agreement dated September 12, 2018 and registered at the Alberta Personal Property Registry on September 5, 2018 as registration number 18090532066.
 - d) Assignment of Lease Proceeds dated May 1, 2019.
3. The total amount of the indebtedness secured by the security is \$2,734,553.31 as at April 17, 2020.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

Dated at Red Deer, Alberta this 20th day of April, 2020.

Warren Sinclair LLP

Per:


Matthew R. Park, Solicitors for Cobra Mortgage Services Ltd.

SCHEDULE "A"

LEGAL DESCRIPTION OF LANDS

FIRST:

MERIDIAN 4 RANGE 26 TOWNSHIP 42

SECTION 3

QUARTER SOUTH EAST

CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS

EXCEPTING THEREOUT:

	HECTARES	(ACRES) MORE OR LESS
A) PLAN 4300LZ ROAD	7.14	17.64
B) PLAN 5777LZ ROAD	0.417	1.03
C) PLAN 1420102 ROAD	0.345	0.85

EXCEPTING THEREOUT ALL MINES AND MINERALS

SECOND:

MERIDIAN 4 RANGE 26 TOWNSHIP 41

SECTION 35

ALL THAT PORTION OF THE NORTH WEST QUARTER

WHICH LIES NORTH WEST OF THE NORTH WESTERLY LIMTT OF THE ROAD

AS SHOWN ON ROAD PLAN 4159 EU

CONTAINING 48 HECTARES (118.5 ACRES) MORE OR LESS

EXCEPTING THEREOUT:

	HECTARES	(ACRES) MORE OR LESS
A) PLAN 1420102 ROAD	0.513	1.27

**EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME**

THIRD:

PLAN 0628446

BLOCK A

LOT 1

CONTAINING 76.5 HECTARES (189.04 ACRES) MORE OR LESS

EXCEPTING THEREOUT:

		HECTARES	(ACRES) MORE OR LESS
A) PLAN 0740337	SUBDIVISION	6.92	17.10
B) PLAN 0823398	SUBDIVISION	7.63	18.85
C) PLAN 1420102	ROAD	1.309	3.23

EXCEPTING THEREOUT ALL MINES AND MINERALS

Warren Sinclair LLP

LAWYERS

April 20, 2020

Wolf Creek Village Ltd.
RR3, Site 10, Box 5
Ponoka, AB T4J 1R3

Lawyer: Matthew R. Park
E-mail: mpark@warrensinclair.com
Assistant: Kayla Walsh
E-mail: kwalsh@warrensinclair.com
Our File 116174/MP

Dear Sir/Madam:

Re: Cobra Mortgage Services Inc. (the "Lender") loan(s) to Wolf Creek Golf Resort Ltd.

This office represents the Lender.

Enclosed for your information is a copy of our letter dated April 20, 2020 and addressed to Wolf Creek Golf Resort Ltd. (the "Debtor").

As you know, the Lender holds your Guarantee dated September 12, 2018 as security for the repayment of indebtedness owed by the Debtor to the Lender. By virtue of the said Guarantee, as of April 17, 2020, you are indebted to the Lender in the amount of \$2,734,553.31, with interest and costs accruing thereon until the date of payment in full. Payment in full in the total amount of \$2,734,553.31. is accordingly demanded. If payment is not received within 10 days from the date of this correspondence, the Lender will take whatever action it considers to be appropriate in the circumstances, including realization of any or all of the security the Lender holds in respect of the amount owing. Please note that all costs incurred by the Lender as a result of any action taken, including legal costs on a solicitor and his own client, full indemnity basis, will be added to your liability.

Payment may be made by way of wire transfer, bank draft or solicitor's trust cheque, payable to "Warren Sinclair LLP" and delivered to this office to the attention of the undersigned. The exact amount owing should be confirmed with this office prior to payment.

Pursuant to section 244 of the *Bankruptcy and Insolvency Act*, we have enclosed our form of Notice of Intention to Enforce Security. The stay period referred to in that document should not be considered a waiver of the Lender's right to proceed prior to the expiry of that period as it may be entitled.

THIS IS EXHIBIT " M " referred to
in the Affidavit of Thomas Hazlett
sworn before me this 27
day of September A.D. 2022
Subell
A Notary Public in and for British Columbia

SHAUN CAMPBELL
LAWYER
Pushor Mitchell LLP
301 - 1665 Ellis Street
Kelowna, BC V1Y 2B3
Phone: (250) 762-2108

Please give this matter your immediate attention.

Yours truly,

Warren Sinclair LLP

A handwritten signature in black ink, appearing to read 'Matthew R. Park', with a large, stylized flourish extending to the right.

Matthew R. Park

MP/kw

enclosure

via registered mail and email to: ryan@wolfcreekgolf.com

cc: client

**FORM 86
NOTICE OF INTENTION TO ENFORCE SECURITY
(RULE 124)**

TO: WOLF CREEK VILLAGE LTD., an insolvent person


Take notice that:

1. Cobra Mortgage Services Ltd., a secured creditor, intends to enforce its security on the property of the insolvent person described below:
 - a) All present and after-acquired personal property of the insolvent person, as particularized in the General Security Agreement dated September 12, 2018.
2. The security that is to be enforced is in the form of a General Security Agreement dated September 12, 2018 and registered at the Alberta Personal Property Registry on September 5, 2018 as registration number 18090539868.
3. The total amount of the indebtedness secured by the security is \$2,734,553.31 as at April 17, 2020.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

Dated at Red Deer, Alberta this 20th day of April, 2020.

Warren Sinclair LLP

Per:



Matthew R. Park, Solicitors for Cobra Mortgage Services Ltd.

Warren Sinclair^{LLP}

LAWYERS

April 20, 2020

Wolf Creek Golf Resort Ltd.
RR3 Site 10, Box 5
Bonoka, AB T4J 1R3

Lawyer: Matthew R. Park
E-mail: mpark@warrensinclair.com
Assistant: Kayla Walsh
E-mail: kwalsh@warrensinclair.com
Our File 116174/MP

Dear Sir/Madam:

Re: Cobra Mortgage Services Inc. (the "Lender") loan(s) to Wolf Creek Golf Resort Ltd.

This office represents the Lender.

We advise that default has been made by you with respect to the above-referenced loan(s). Accordingly, pursuant to the terms of the said loan(s), the entire balance(s) outstanding thereunder have become due and payable. The amount due and payable as at April 17, 2020 is \$2,734,553.31.

Payment in full in the total amount of \$2,734,553.31. is accordingly demanded. If payment is not received within 10 days from the date of this correspondence, the Lender will take whatever action it considers to be appropriate in the circumstances, including realization of any or all of the security the Lender holds in respect of the amount owing. Please note that all costs incurred by the Lender as a result of any action taken, including legal costs on a solicitor and his own client, full indemnity basis, will be added to your liability.

Payment may be made by way of wire transfer, bank draft or solicitor's trust cheque, payable to "Warren Sinclair LLP" and delivered to this office to the attention of the undersigned. The exact amount owing should be confirmed with this office prior to payment.

Pursuant to section 244 of the *Bankruptcy and Insolvency Act*, we have enclosed our form of Notice of Intention to Enforce Security. The stay period referred to in that document should not be considered a waiver of the Lender's right to proceed prior to the expiry of that period as it may be entitled.

00621154-1

First Red Deer Place, 600, 4911 - 51 Street, Red Deer, AB, Canada T4N 6V4
Tel: (403) 343-3320 | Fax: (403) 343-6069 | Delburne: (403) 749-3650 | Web: www.warrensinclair.com

Please give this matter your immediate attention.

Yours truly,

Warren Sinclair LLP

Matthew R. Park

MP/kw

enclosure

via courier and email to: rvan@wolfcreekgolf.com

cc: client

~~cc:~~ Wolf Creek Village Ltd.

cc: Ryan Vold

FORM 86
NOTICE OF INTENTION TO ENFORCE SECURITY
(RULE 124)

TO: WOLF CREEK GOLF RESORT LTD., an insolvent person

Take notice that:

1. Cobra Mortgage Services Ltd., a secured creditor, intends to enforce its security on the property of the insolvent person described below:
 - a) Real property having the legal descriptions set out in Schedule "A" hereto, which shall be referred to collectively as the "Mortgaged Lands".
 - b) All of the insolvent person's present and after-acquired personal property, as particularized in the General Security Agreement dated September 12, 2018.
2. The security that is to be enforced is in the form of:
 - a) Collateral Mortgage dated September 12, 2018 and registered against title to the Mortgaged Lands on October 2, 2018 as registration number 182 246 658.
 - b) General Assignment of Leases and Rents dated September 12, 2018 and registered against title to the Mortgaged Lands on October 2, 2018 as registration number 182 246 659.
 - c) General Security Agreement dated September 12, 2018 and registered at the Alberta Personal Property Registry on September 5, 2018 as registration number 18090532066.
 - d) Assignment of Lease Proceeds dated May 1, 2019.
3. The total amount of the indebtedness secured by the security is \$2,734,553.31 as at April 17, 2020.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

Dated at Red Deer, Alberta this 20th day of April, 2020.

Warren Sinclair LLP

Per:

Matthew R. Park, Solicitors for Cobra Mortgage Services Ltd.

SCHEDULE "A"

LEGAL DESCRIPTION OF LANDS

FIRST:

MERIDIAN 4 RANGE 26 TOWNSHIP 42

SECTION 3

QUARTER SOUTH EAST

CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS

EXCEPTING THEREOUT:

	HECTARES	(ACRES) MORE OR LESS
A) PLAN 4300LZ ROAD	7.14	17.64
B) PLAN 5777LZ ROAD	0.417	1.03
C) PLAN 1420102 ROAD	0.345	0.85

EXCEPTING THEREOUT ALL MINES AND MINERALS

SECOND:

MERIDIAN 4 RANGE 26 TOWNSHIP 41

SECTION 35

ALL THAT PORTION OF THE NORTH WEST QUARTER

WHICH LIES NORTH WEST OF THE NORTH WESTERLY LIMIT OF THE ROAD

AS SHOWN ON ROAD PLAN 4159 EU

CONTAINING 48 HECTARES (118.5 ACRES) MORE OR LESS

EXCEPTING THEREOUT:

	HECTARES	(ACRES) MORE OR LESS
A) PLAN 1420102 ROAD	0.513	1.27

**EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME**

THIRD:

PLAN 0628446

BLOCK A

LOT 1

CONTAINING 76.5 HECTARES (189.04 ACRES) MORE OR LESS

EXCEPTING THEREOUT:

		HECTARES	(ACRES) MORE OR LESS
A) PLAN 0740337	SUBDIVISION	6.92	17.10
B) PLAN 0823398	SUBDIVISION	7.63	18.85
C) PLAN 1420102	ROAD	1.309	3.23

EXCEPTING THEREOUT ALL MINES AND MINERALS

SHAUN CAMPBELL
LAWYER
Pushor Mitchell LLP
301 - 1665 Ellis Street
Kelowna, BC V1Y 2B3
Phone: (250) 762-2108

FORBEARANCE AGREEMENT

THIS AGREEMENT is made effective as of the day of 20th day of April, 2020.

BETWEEN:

COBRA MORTGAGE SERVICES LTD.
(hereinafter referred to as "Cobra")

- and -

WOLF CREEK GOLF RESORT LTD.
(hereinafter referred to as "Resort")

- and -

WOLF CREEK VILLAGE LTD.
(hereinafter referred to as "Village")

- and -

RYAN VOLD
(hereinafter referred to as "Vold")

THIS IS EXHIBIT "N" referred to
in the Affidavit of Thomas Hazel
sworn before me this 27
day of September, A.D. 2022
Shawn Campbell
A Notary Public in and for
British Columbia

WHEREAS:

- A. By virtue of a Promissory Note dated September 12, 2018 (the "Promissory Note"), Resort was and remains indebted to Cobra in the amount of \$2,734,553.31, as at April 17, 2020, with a per diem of \$582.09 from and including April 18, 2020.
- B. Resort and Village's business operations include the operation of various golf courses (the "Courses") (and services ancillary thereto, including food and beverage facilities and a performance centre) and an RV resort (collectively the "Debtor Businesses").
- C. As security for the said indebtedness, and for all other present and future indebtedness, fees, expenses and other liabilities direct or indirect, absolute or contingent, due by Resort to Cobra, Resort executed, delivered and/or granted to Cobra a mortgage (the "Collateral Mortgage"), which was executed by Resort on or about September 12, 2018 and which was registered at the Land Titles Office on October 2, 2018 as against title to certain real property, the legal descriptions for which appear in the document attached as Schedule "A" hereto (collectively the "Lands").
- D. As further security for the said indebtedness, and for all other present and future indebtedness, fees, expenses and other liabilities direct or indirect, absolute or contingent, due by Resort to Cobra, Resort executed, delivered and/or granted to Cobra a General Assignment of Leases and

Rents (the "Assignment"), which was executed by Resort on or about September 12, 2018 and registered against title to the Lands on October 2, 2018.

- E. As further security for the said indebtedness, and for all other present and future indebtedness, fees, expenses and other liabilities direct or indirect, absolute or contingent, due by Resort to Cobra, and by virtue of a General Security Agreement dated September 12, 2018 (the "Resort GSA"), Resort granted to Cobra a security interest in certain of its personal property (as particularized in the Resort GSA), which security interest is presently registered at the Alberta Personal Property Registry as registration number 18090532066.**
- F. As further security for the said indebtedness, and for all other present and future indebtedness, fees, expenses and other liabilities direct or indirect, absolute or contingent, due by Resort to Cobra, Resort executed, delivered and/or granted to Cobra an assignment of the proceeds of various leases (the "Lease Assignment").**
- G. As further security for the said indebtedness, and for all other present and future indebtedness, fees, expenses and other liabilities direct or indirect, absolute or contingent, due by Resort to Cobra, Village executed a Guarantee of all present and future debts and liabilities of Resort to Cobra, including the covenants and conditions contained in the Promissory Note, which Guarantee was duly executed and acknowledged by Village on or about September 12, 2018 (the "Village Guarantee").**
- H. As further security for the said indebtedness, and for all other present and future indebtedness, fees, expenses and other liabilities direct or indirect, absolute or contingent, due by Resort and Village to Cobra, and by virtue of a General Security Agreement dated September 12, 2018 (the "Village GSA"), Village granted to Cobra a security interest in certain of its personal property (as particularized in the Village GSA), which security interest is presently registered at the Alberta Personal Property Registry as registration number 18090539868.**
- I. By virtue of the Village Guarantee, Village was and remains indebted to Cobra in the amount of \$2,734,553.31, as at April 17, 2020, with a per diem of \$582.09 from and including April 18, 2020.**
- J. As further security for the said indebtedness, and for all other present and future indebtedness, fees, expenses and other liabilities direct or indirect, absolute or contingent, due by Resort to Cobra, Vold executed a Guarantee of all present and future debts and liabilities of Resort to Cobra, including the covenants and conditions contained in the Promissory Note, which Guarantee was duly executed and acknowledged by Vold on or about September 12, 2018 (the "Vold Guarantee").**
- K. By virtue of the Vold Guarantee, Vold was and remains indebted to Cobra in the amount of \$2,734,553.31, as at April 17, 2020, with a per diem of \$582.09 from and including April 18, 2020.**
- L. On February 4, 2019, 1224512 Alberta Ltd. ("122") caused a mortgage to be registered against title to the Lands (the "122 Mortgage").**

- M. The 122 Mortgage was given by Resort to 122 in contravention of the terms of the Collateral Mortgage.
- N. Resort acknowledges that it is in default of its payment obligations under the Promissory Note and Village and Vold each acknowledge that they are in default of their respective obligations and covenants to Cobra arising thereunder or relating thereto.
- O. Cobra issued a demand letter and Notice of Intention to Enforce Security to Resort on or about April 20, 2020 demanding repayment in full of the said indebtedness. Resort has not complied with that demand.
- P. Cobra issued a demand letter and Notice of Intention to Enforce Security to Village on or about April 20, 2020 demanding repayment in full of the said indebtedness. Village has not complied with that demand.
- Q. Cobra issued a demand letter to Vold on or about April 20, 2020 demanding repayment in full of the said indebtedness. Vold has not complied with that demand.
- R. Cobra has or will cause a Statement of Claim to be filed in the Court of Queen's Bench of Alberta (the "Action"), which names Resort, Village and Vold as defendants.
- S. Cobra has agreed, subject to the terms of this Agreement, to forbear from taking further steps to enforce the security it holds, as particularized above, and to not prosecute the Action, until August 1, 2020.
- T. Cobra has not waived the aforementioned defaults or breaches by Resort, Village and Vold, or any of them, of the terms of the Promissory Note, the Collateral Mortgage, the Assignment, the Resort GSA, the Lease Assignment, the Village Guarantee, the Village GSA and the Vold Guarantee (collectively the "Security"), but rather has strictly reserved its rights and remedies under the same, and its rights to enforce the same.

NOW THEREFORE this Agreement witnesses that in consideration of the mutual covenants herein contained including, without limitation, Cobra's agreement to forbear from exercising its enforcement rights and its right to prosecute the Action, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ACKNOWLEDGMENTS / AGREEMENTS

1. Resort, Village and Vold each acknowledge and agree in favour of Cobra that:
 - (a) The facts as set out in the preamble to this Agreement are true and accurate in all respects and the same are expressly incorporated into and form part of this Agreement;
 - (b) Without limitation, as of April 17, 2020, the aggregate amount owing by them, jointly and severally, to Cobra was \$2,734,553.31, with a per diem of \$582.09 from and including April 18, 2020, plus legal costs on a solicitor and client, full indemnity basis, and such amount, together with all other amounts accruing (the "Indebtedness"), remains outstanding and owing to Cobra;

- (c) Without limitation, except as provided in this Agreement, Cobra is in a position to enforce the Security and to pursue all remedies with respect to the Indebtedness as it may deem appropriate;
- (d) Without limitation, except as provided in this Agreement, Cobra (either by itself or through its employees or agents) has made no promises, nor has it taken any action or omitted to take any action, that would constitute a waiver of its rights to enforce the Security and pursue its remedies in respect of the Indebtedness or that would estop it from so doing;
- (e) The Security has not been discharged, varied, waived or altered (except to the extent set out herein) and, without limitation, each of the documents comprising the Security are binding upon Resort, Village and Vold (as applicable) and are enforceable against them in accordance with the terms thereof;
- (f) Concurrent with the execution and delivery of this Agreement, they shall provide to Cobra a Consent Receivership Order in a form identical to that which is attached as Schedule "B" hereto. Resort, Village and Vold each acknowledge and agree that Cobra will be entitled to proceed to court on or after August 2, 2020, or before such date if Resort, Village and Vold, or any of them, breach any terms of this Agreement, to obtain the Consent Receivership Order.
- (g) Concurrent with the execution and delivery of this Agreement, they shall each provide to Cobra a Consent Judgment in a form identical to that which is attached as Schedule "C" hereto. Resort, Village and Vold each consent to and authorize Cobra to proceed to court on or after August 2, 2020, or before such date if there is a breach of any term of this Agreement, to obtain the Consent Judgment.
- (h) Concurrent with the execution and delivery of this Agreement, they shall provide to Cobra a Consent Redemption Order - Listing in a form identical to that which is attached as Schedule "D" hereto, with the listing price (as provided for by paragraph 3 of and Scheduled "B" to the Judicial Sale Listing Agreement attached to the Consent Redemption Order - Listing) left blank.

Resort, Village and Vold each hereby consent and authorize Cobra and its solicitor to insert the listing price into Schedule "B" to the said Judicial Listing Agreement, and to proceed to court to obtain the Consent Redemption Order - Listing. Resort, Village and Vold each agree that Lands shall be listed for sale pursuant to the terms of the Consent Redemption Order - Listing at "fair market value", as determined by an appraisal conducted by an appraiser of Cobra's choosing. Resort, Village and Vold each acknowledge and agree that Cobra will be entitled to proceed to court on or after August 2, 2020, or before such date if Resort, Village and Vold, or any of them, breach any terms of this Agreement, to obtain the Consent Redemption Order-Listing

- (i) To the extent permitted by law, Resort and Village shall carry on the Debtor Businesses in the ordinary course and, in any event, shall maintain the Courses in accordance with accepted industry standards and shall otherwise ensure the maintenance and preservation of all property used in connection with the Debtor Businesses.

- (j) At all times during the currency of the Forbearance Period, as hereinafter defined, Resort shall maintain the 122 Mortgage in good standing. Notwithstanding the foregoing, Resort shall forthwith inform Cobra of any anticipated or actual breach of the 122 Mortgage.
- (k) They shall each promptly notify Cobra if any legal proceedings or security enforcement is taken against them by any of their other creditors, including any government agency, which shall include Canada Revenue Agency, Lacombe County and Ponoka County.
- (l) They each waive any right they may have to rely on Part 4, Division 6 of the *Alberta Rules of Court* and, in particular, Rules 4.31 and 4.33 thereof;
- (m) None of them in any way dispute their liability to repay the Indebtedness on any basis and each further acknowledge and agree that they have no claims for set-off, counterclaim or damages on any basis whatsoever against Cobra or any of its directors, officers, employees, representatives and agents;
- (n) Cobra is not required to grant any further extensions of time for repayment of the Indebtedness or compliance with any of the within covenants. Any further extensions for payment will be in the sole discretion of Cobra and will require Cobra's express written acknowledgment.

REPAYMENT OF INDEBTEDNESS

2. On or before August 1, 2020, Resort, Village and Vold, or any of them, shall pay the entire balance of the Indebtedness to Cobra. Upon and subject to the terms of this Agreement, Cobra will forbear from exercising its enforcement rights arising under and pursuant to the Security from the effective date hereof to and including the earlier of (i) an Event of Default, as defined in section 3, or (ii) August 2, 2020 (the "Forbearance Period").

EVENTS OF DEFAULT

3. The occurrence of any one or more of the following events (unless consented to or waived in writing by Cobra) shall constitute an event of default (an "Event of Default") under this Agreement:

- (a) if Resort, Village and Vold, or any of them, shall fail to pay to Cobra any amount owing under this Agreement on the applicable due date;
- (b) if Resort, Village and Vold, or any of them, shall fail to provide any reports, certificates, information or materials required to be supplied pursuant to the Security (or any of it) or this Agreement;
- (c) if Resort, Village and Vold, or any of them, shall fail to perform or comply with any of their covenants or obligations contained in this Agreement or in any other agreement or undertaking made between them and Cobra;

- (d) if Resort, Village and Vold, or any of them, commit an act of bankruptcy, as defined in the *Bankruptcy and Insolvency Act (Canada)*, or if Resort, Village and Vold, or any of them, make an assignment for the benefit of their creditors, or make a proposal under the *Bankruptcy and Insolvency Act (Canada)*, or if a petition or like document is filed against Resort, Village and Vold, or any of them, in bankruptcy;
- (e) if a final judgment or decree for the payment of money is obtained or entered against Resort, Village and Vold, or any of them;
- (f) if Cobra, for any reason, reasonably considers that any of the collateral secured by the Security, or any of it, or any parts thereof, are at risk;
- (g) if Resort, Village and Vold, or any of them, take steps to challenge the validity of the Security, or any of it, or this Agreement, or any parts thereof;
- (h) if 122 takes measures to enforce the 122 Mortgage; and
- (i) if Cobra reasonably believes that a material adverse change, financial or otherwise, occurs in the business, affairs or condition of Resort, Village and Vold, or any of them, for any reason whatsoever, as determined by Cobra in its sole and unfettered discretion.

TERMINATING EVENTS

4. Upon the occurrence of either an Event of Default or the non-payment of the Indebtedness in full on or before August 1, 2020, and notwithstanding any other provision hereof, Cobra may immediately pursue all remedies that it may have in connection with Resort, Village and Vold, or any of them, as it deems appropriate and to the extent permissible by law including, without limitation, entry of the Consent Receivership Order, the Consent Redemption Order - Listing and the Consent Judgment, or any one or combination of them.

GENERAL

5. Time is of the essence of this Agreement. In this Agreement, the term "business day" means a day which is not a Saturday, Sunday or other statutory holiday in the Province of Alberta. In the event that any action, step or proceeding contemplated by this Agreement is scheduled to occur on a day which is not a business day, then the action or step or proceeding shall instead be required to occur on the next following business day.

6. The parties hereto will do all things necessary to effect and carry out the terms of this Agreement, including signing any necessary deeds, instruments and documents for the purpose of carrying out the same.

7. This Agreement shall be governed by the laws of the Province of Alberta and the laws of Canada applicable therein. All references in this Agreement to currency are to Canadian currency unless expressly stated otherwise.

8. If any provision of this Agreement shall be deemed by any court of competent jurisdiction to be invalid or void, the remaining provisions shall remain in full force and effect.

9. This Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors and assigns.

10. Words importing the singular include the plural and vice-versa, and words importing gender include all genders unless the context expressly otherwise requires. The headings contained in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

11. Resort, Village and Vold each acknowledge that they have had the opportunity to obtain independent legal advice in relation to the execution of this Agreement and that they are executing this Agreement of their own free will and without compulsion or pressure or undue influence by Cobra or any employee or agent of Cobra.

12. This Agreement constitutes the entire agreement of the parties relating to the subject matter hereof and may not be amended or modified except by written consent executed by all parties. No provision of this Agreement shall be deemed waived by any course of conduct unless such waiver is in writing and signed by all parties, specifically stating that it is intended to modify this Agreement. There are no representations, warranties or undertakings between the parties hereto with respect to the subject matter hereof other than as set out in this Agreement.

13. The parties hereto agree that this Agreement may be executed in counterpart and transmitted by facsimile, e-mail or such similar device and that the reproduction of signatures by facsimile, e-mail or such similar device will be treated as binding as if originals and both parties hereto undertake to provide the other party with a copy of this Agreement bearing original signatures forthwith on demand.

14. All communications and notices required or permitted to be given hereunder, unless otherwise specifically provided for, must be given in writing by way of email transmission as follows:

If to Cobra:

Warren Sinclair LLP
600, 4911 – 51 Street
Red Deer, Alberta T4N 6V4
Attention: Matthew R. Park
email: mpark@warrensincclair.com

If to Resort, Village and Vold:

RR 3, Site 10, Box 5
Ponoka, AB T4J 1R3
Attention: Ryan Vold
Email ryan@wolfcreekgolf.com

BALANCE OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the parties hereto as of the day and year first above written.

COBRA MORTGAGE SERVICES LTD.

Per:


_____ (c/s)

WOLF CREEK GOLF RESORT LTD.

Per:

_____ (c/s)

WOLF CREEK VILLAGE LTD.

Per:

_____ (c/s)

Witness

RYAN VOLD

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the parties hereto as of the day and year first above written.

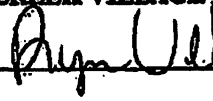
COBRA MORTGAGE SERVICES LTD.

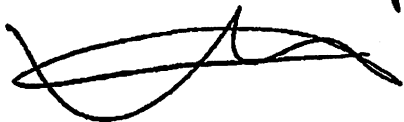
Per: _____ (c/s)

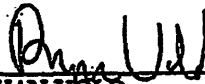
WOLF CREEK GOLF RESORT LTD.

Per:  (c/s)

WOLF CREEK VILLAGE LTD.

Per:  (c/s)


Witness



RYAN VOLD

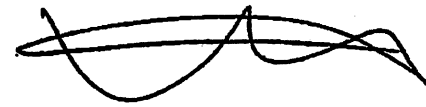
AFFIDAVIT OF EXECUTION

CANADA)
)
PROVINCE OF ALBERTA)
)
TO WIT:)

I, MILES A.M. CYMBALUK, Q.C.
Barrister & Solicitor
of WETASKIWIN, in the Province
of Alberta, MAKE OATH AND SAY
THAT:

1. I was personally present and did see RYAN VOLD, one of the parties named in the annexed instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.
2. The same was executed at WETASKIWIN, in the Province of Alberta, and that I am the subscribing witness thereto.
3. I know the said RYAN VOLD and he is, in my belief, of the full age of 18 years.

SWORN BEFORE ME at Wetaskiwin)
in the Province of Alberta, this 29 day of)
April, 2020)
)
_____)
A COMMISSIONER FOR OATHS in and)
for Alberta)



Laurel Ann Wheeler
A Commissioner for Oaths
in and for Alberta
My Commission Expires Aug. 29, 2021

SCHEDULE "A"

LEGAL DESCRIPTION OF LANDS

FIRST:

MERIDIAN 4 RANGE 26 TOWNSHIP 42

SECTION 3

QUARTER SOUTH EAST

CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS

EXCEPTING THEREOUT:

	HECTARES	(ACRES) MORE OR LESS
A) PLAN 4300LZ ROAD	7.14	17.64
B) PLAN 5777LZ ROAD	0.417	1.03
C) PLAN 1420102 ROAD	0.345	0.85

EXCEPTING THEREOUT ALL MINES AND MINERALS

SECOND:

MERIDIAN 4 RANGE 26 TOWNSHIP 41

SECTION 35

ALL THAT PORTION OF THE NORTH WEST QUARTER

WHICH LIES NORTH WEST OF THE NORTH WESTERLY LIMIT OF THE ROAD

AS SHOWN ON ROAD PLAN 4159 EU

CONTAINING 48 HECTARES (118.5 ACRES) MORE OR LESS

EXCEPTING THEREOUT:

	HECTARES	(ACRES) MORE OR LESS
A) PLAN 1420102 ROAD	0.513	1.27

**EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME**

THIRD:

PLAN 0628446

BLOCK A

LOT 1

CONTAINING 76.5 HECTARES (189.04 ACRES) MORE OR LESS

EXCEPTING THEREOUT:

		HECTARES	(ACRES) MORE OR LESS
A) PLAN 0740337	SUBDIVISION	6.92	17.10
B) PLAN 0823398	SUBDIVISION	7.63	18.88
C) PLAN 1420102	ROAD	1.389	3.23

EXCEPTING THEREOUT ALL MINES AND MINERALS

SCHEDULE "B"

COURT FILE NUMBER

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

EDMONTON

PLAINTIFF

COBRA MORTGAGE SERVICES LTD.

DEFENDANTS

WOLF CREEK GOLF RESORT LTD., WOLF CREEK VILLAGE LTD. and RYAN VOLD

DOCUMENT

RECEIVERSHIP ORDER

**ADDRESS FOR SERVICE
AND CONTACT
INFORMATION OF PARTY
FILING THIS DOCUMENT**

**WARREN SINCLAIR LLP
Barristers & Solicitors
600, 4911-51 Street
Red Deer, AB T4N 6V4
ATTENTION: MATTHEW R. PARK
Phone: (403) 343-3320
Fax: (403) 343-6069
File Number: 116174/MP**

DATE ON WHICH ORDER WAS PRONOUNCED:

LOCATION AT WHICH ORDER WAS PRONOUNCED:

NAME OF MASTER/JUDGE WHO MADE THIS ORDER:

RECEIVERSHIP ORDER

UPON the application of Cobra Mortgage Services Ltd. ("Cobra") in respect of Wolf Creek Golf Resort Ltd. and Wolf Creek Village Ltd. (collectively the "Debtor"); AND UPON having read the Application and the affidavit of _____; AND UPON reading the consent of _____ to act as receiver and manager ("Receiver") of the Debtor,

filed; AND UPON hearing counsel for Cobra; AND UPON NOTING the consent of the Defendants noted hereon;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. The time for service of the notice of application for this order is hereby abridged and service thereof is deemed good and sufficient.

APPOINTMENT

2. Pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 ("BIA"), and sections 13(2) of the *Judicature Act*, R.S.A. 2000, c.J-2, and 65(7) of the *Personal Property Security Act*, R.S.A. 2000, c.P-7.

_____ is hereby appointed Receiver, without security, of all of the Debtor's current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the "Property").

RECEIVER'S POWERS

3. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
 - (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
 - (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

- (c) to manage, operate and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part other business, or cease to perform any contracts of the Debtor;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to or by the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in this Order shall authorize

the Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court.

- (k) to market any or all the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate.
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$100,000.00, provided that the aggregate consideration for all such transactions does not exceed \$300,000.00; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,and in each such case notice under subsection 60(8) of the *Personal Property Security Act*, R.S.A. 2000, c. P-7 shall not be required.
- (m) to apply for any vesting order or other orders (including, without limitation, confidentiality or sealing orders) necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property, and when submitted by the Receiver for registration this Order shall be immediately registered by the Registrar of Land

Titles of Alberta, or any other similar government authority, notwithstanding section 191 of the *Land Titles Act*, R.S.A. 2000, c. L-4, or the provisions of any other similar legislation in any other province or territory, and notwithstanding that the appeal period in respect of this Order has not elapsed and the Registrar of Land Titles shall accept all Affidavit of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtor and not in its personal capacity;

- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;**
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;**
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and**
- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;**

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

- 4. (i) The Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and**

continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependant on maintaining possession) to the Receiver upon the Receiver's request.

5. All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.

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

NO PROCEEDINGS AGAINST THE RECEIVER

7. No proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

8. No Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall: (i) prevent any Person from commencing a proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such proceeding is not commenced before the expiration of the stay provided by this paragraph 8; and (ii) affect a Regulatory Body's investigation in respect of the debtor or an action, suit or proceeding that is taken in respect of the debtor by or before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body or the Court. "Regulatory Body" means a person or body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a province.

NO EXERCISE OF RIGHTS OF REMEDIES

9. All rights and remedies of any Person, whether judicial or extra-judicial, statutory or non-statutory or non-statutory (including, without limitation, set-off rights) against or in respect of the Debtor or the Receiver or affecting the Property are hereby stayed and suspended and shall not be commenced, proceed or continued except with leave of this Court, provided, however, that nothing in this Order shall:
 - a) empower the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on;
 - b) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment;

- c) prevent the filing of any registration to preserve or perfect a security interest; or
 - d) prevent the registration of a claim for lien.
10. Nothing in this Order shall prevent any party from taking an action against the Debtor where such action must be taken in order to comply with statutory time limitations in order to preserve their rights at law, provided that no further steps shall be taken by such party except in accordance with the other provisions of this Order, and notice in writing of such action be given to the Receiver at the first available opportunity.

NO INTERFERENCE WITH THE RECEIVER

11. No Person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, except with the written consent of the Receiver or leave of this Court. Nothing in this Order shall prohibit any party to an eligible financial contract from closing out and terminating such contract in accordance with its terms.

CONTINUATION OF SERVICES

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

payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

14. Subject to employees' rights to terminate their employment, all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, S.C. 2005, c.47 ("WEPPA").
15. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if

it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. (a) Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:
- (i) before the Receiver's appointment; or
 - (ii) after the Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.
- (b) Nothing in sub-paragraph (a) exempts a Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.
- (c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph (a) hereof, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, the Receiver is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,
- (i) if, within such time as is specified in the order, within 10 days after the order is made if no time is so specified, within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, or during the period of the stay referred to in clause (ii) below, the Receiver:
 - A. complies with the order, or

- B. on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;
- (ii) during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within 10 days after the order is made or within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, by,
 - A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the Receiver to contest the order; or
 - B. the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or
 - (iii) if the Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

LIMITATION ON THE RECEIVER'S LIABILITY

- 17. Except for gross negligence or wilful misconduct, as a result of its appointment or carrying out the provisions of this Order the Receiver shall incur no liability or obligation that exceeds an amount for which it may obtain full indemnity from the Property. Nothing in this Order shall derogate from any limitation on liability or other protection afforded to the Receiver under any applicable law, including, without limitation, Section 14.06, 81.4(5) or 81.6(3) of the BIA.

RECEIVER'S ACCOUNTS

- 18. The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case, incurred at their standard rates and charges. The Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "Receiver's Charge") on the Property, as security for such fees and disbursements, incurred both before

and after the making of this Order in respect of these proceedings, and the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person but subject to section 14.06(7), 81.4(4) and 81.6(2) of the BIA.

19. The Receiver and its legal counsel shall pass their accounts from time to time.
20. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including the legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

21. The Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$300,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges set out in sections 14.06(7), 81.4(4) and 81.6(2) of the BIA.
22. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

23. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.
24. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.
25. The Receiver shall be allowed to repay any amounts borrowed by way of Receiver's Certificates out of the Property or any proceeds, including any proceeds from the sale of any assets without further approval of this Court.

ALLOCATION

26. Any interested party may apply to this Court on notice to any other party likely to be affected, for an order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the various assets comprising the Property.

GENERAL

27. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
28. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Receiver will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence.
29. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.
30. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested

to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

31. The Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
32. The Plaintiff shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.
33. Any interested party may apply to this Court to vary or amend this Order on not less than 7 days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

FILING

34. The Receiver shall establish and maintain a website in respect of these proceedings at _____ and shall post there as soon as practicable:
 - (a) all materials prescribed by statute or regulation to be made publically available; and
 - (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, or served upon it, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.
35. Service of this Order shall be deemed good and sufficient by:
 - a) Serving the same on:

- i. The persons listed on the service list created in these proceedings or otherwise served with notice of these proceedings;
- ii. Any other person served with notice of the application for this Order;
- iii. Any other parties attending or represented at the application for this Order; and

b) Posting a copy of this Order on the Receiver's website

Service on any other person is hereby dispensed with. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

J.C.Q.B.A

CONSENTED TO THIS ___ day of _____, 2020

WOLF CREEK GOLF RESORT LTD.

Per: _____
(c/s)

CONSENTED TO THIS ___ day of _____, 2020

WOLF CREEK VILLAGE LTD.

Per: _____
(c/s)

CONSENTED TO THIS ___ day of _____, 2020

Ryan Vold

Witness

SCHEDULE "A"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. **THIS IS TO CERTIFY** that _____, the receiver and receiver and manager (the "Receiver") of all of the assets, undertakings and properties of Wolf Creek Golf Resort Ltd. and Wolf Creek Village Ltd. appointed by Order of the Court of Queen's Bench of Alberta and Court of Queen's Bench of Alberta in Bankruptcy and Insolvency (collectively, the "Court") dated the ____ day of _____, _____ (the "Order") made in action numbers _____, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily] [monthly not in advance on the ____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at ●.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property) as authorized by the Order and as authorized by any further or other order of the Court.

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

DATED the _____ day of _____, 20__.

_____, solely
in its capacity as Receiver of the Property (as
defined in the Order), and not in its personal
capacity

Per: _____
Name:
Title:

SCHEDULE "C"

00621488-1

COURT FILE NUMBER

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

EDMONTON

PLAINTIFF

COBRA MORTGAGE SERVICES LTD.

DEFENDANTS

WOLF CREEK GOLF RESORT LTD., WOLF CREEK VILLAGE LTD. and RYAN VOLD

DOCUMENT

CONSENT JUDGMENT

**ADDRESS FOR SERVICE
AND CONTACT
INFORMATION OF PARTY
FILING THIS DOCUMENT**

**WARREN SINCLAIR LLP
600, 4911-51 Street
Red Deer, AB T4N 6V4
ATTENTION: MATTHEW R. PARK
Phone: (403) 343-3320
Fax: (403) 343-6069
File Number: 116174/MP**

DATE ON WHICH JUDGMENT WAS PRONOUNCED:

LOCATION AT WHICH JUDGMENT WAS PRONOUNCED:

NAME OF MASTER WHO GRANTED JUDGMENT:

CONSENT JUDGMENT

UPON THE APPLICATION of the Plaintiff; AND UPON hearing from counsel to the Plaintiff; AND UPON noting the consent of the Defendants endorsed hereon;

IT IS HEREBY ORDERED THAT:

1. The Plaintiff is granted judgment as against the Defendants, jointly and severally, in the amount of \$2,734,553.31, plus per diem interest of \$582.09 from and including April 18, 2020 to the date of judgment.
2. The Plaintiff is awarded its costs of this action on a solicitor and his own client, full indemnity basis. The Assessment Officer is hereby directed to certify the Plaintiff's Bill of Costs without assessment.

Master of the Court of Queen's Bench of Alberta

CONSENTED TO THIS ___ day of _____, 2020

WOLF CREEK GOLF RESORT LTD.

Per: _____
(c/s)

CONSENTED TO THIS ___ day of _____, 2020

WOLF CREEK VILLAGE LTD.

Per: _____
(c/s)

CONSENTED TO THIS ___ day of _____, 2020

Ryan Vold
00622107-1

Witness

SCHEDULE "D"

COURT FILE NUMBER

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE EDMONTON

PLAINTIFF COBRA MORTGAGE SERVICES LTD.

DEFENDANTS WOLF CREEK GOLF RESORT LTD., WOLF CREEK VILLAGE LTD. and RYAN VOLD

DOCUMENT REDEMPTION ORDER - LISTING

**ADDRESS FOR SERVICE
AND CONTACT
INFORMATION OF PARTY
FILING THIS DOCUMENT**

WARREN SINCLAIR LLP
600, 4911-51 Street
Red Deer, AB T4N 6V4
ATTENTION: MATTHEW R. PARK
Phone: (403) 343-3320
Fax: (403) 343-6069
File Number: 116174/MP

DATE ON WHICH ORDER WAS PRONOUNCED:

LOCATION AT WHICH ORDER WAS PRONOUNCED:

NAME OF MASTER/JUDGE WHO MADE THIS ORDER:

REDEMPTION ORDER - LISTING

UPON THE APPLICATION of the Plaintiff herein; AND UPON REFERENCE being made to the Statement of Claim, and evidence of service thereof, the Affidavit of Value, filed, and the Certified Copy of Certificate of Title to the lands in question; AND UPON HEARING

00622115-1

from counsel for the Plaintiff; AND UPON NOTING the consent of the Defendants noted hereon;

IT IS HEREBY ORDERED THAT:

1. In this order, the mortgaged lands are those lands which are specified in Schedule "A" hereto.
2. The mortgage described in the Statement of Claim is a valid and enforceable mortgage over the mortgaged lands.
3. There is outstanding, due and owing to the Plaintiff under the mortgage the sum of \$2,734,553.31, as at April 17, 2020, with a per diem thereafter of \$582.09 (as set forth in the statement of secured indebtedness which is annexed to this order), plus costs on a solicitor and client basis as worded in the mortgage, plus interest thereafter at the mortgage rate, plus other amounts chargeable under the mortgage (the "Indebtedness"). Prior to the entry of this order, the Assessment Officer shall check the amounts claimed in the Statement of Secured Indebtedness, including the particulars provided in the Affidavit of Default and the Plaintiff's calculations. If the Assessment Officer returns this order unentered, the Plaintiff may either submit a corrected order or seek the advice and direction of the Court. The requirement for service of documents prior to entry of this order, set out in rule 9.35(1) (a), is hereby waived.
4. The Defendants and subsequent encumbrancers have one month from service of this order upon them to apply to vary the amount declared owing pursuant to the preceding paragraph with respect to any amounts not disclosed in the Affidavit of Default served in support of the application for this order.
5. The Defendants or anyone else entitled to do so shall have 1 day from the date of

service of this order upon them (the "Redemption Date") to repay the Indebtedness, failing which the mortgaged lands shall be offered for sale in the manner described in the judicial listing agreement attached to this order. Subject to further order of the Court, and subject to paragraph 12 of this order, this action is stayed until the Redemption Date.

6. If the Defendants, or anyone entitled to do so, repay the Indebtedness prior to the mortgaged lands being sold or foreclosed in these proceedings, then the Plaintiff shall provide to the person who paid the Indebtedness, at the election of such person, either a registrable discharge of the mortgage, or a registrable transfer of the mortgage.
7. Provided that the mortgage has not matured, if the Defendants, or anyone entitled to do so, pays all arrears owing under the mortgage, including solicitor and client costs as worded in the mortgage, then this action is stayed so long as payments under the mortgage remain current.
8. If the Indebtedness has not been repaid by the Redemption Date, then the mortgaged lands shall be listed for sale with a licensed real estate agent (the "Realtor") to be selected at the sole discretion of the Plaintiff, upon the terms and conditions mentioned in the directions to realtor attached to this order.
9. The Realtor shall be entitled to post a "FOR SALE" sign of the type customarily posted by a realtor at a conspicuous location on the mortgaged lands, which sign shall remain during the period of the judicial listing and shall not be interfered with by any person.
10. During the period of the judicial listing ordered herein, the Defendants and any person in possession of the mortgaged lands shall cooperate with the Realtor, and shall allow access to the mortgaged lands to the Realtor, any representative of the

Realtor, any other realtor approved by the Realtor, and any prospective purchaser, upon receiving (24) hours written notice given by the Realtor for a viewing between 8:00 A.M. and 8:00 P.M. The written notice may be posted on the front door of the premises located on the mortgaged lands.

11. Any and all other real estate listings relative to the mortgaged lands shall be cancelled during the period of the judicial listing ordered herein.
12. If the mortgaged lands become vacant or abandoned during the course of this action, then the Plaintiff may enter the mortgaged lands for the purpose of doing any and all things necessary to preserve them, and the plaintiff shall not be considered a mortgagee in possession or trespasser.
13. The Assessment Officer is directed to approve the Statement of Secured Indebtedness attached to this order without assessment.

BALANCE OF PAGE INTENTIONALLY LEFT BLANK.

14. The Plaintiff is awarded costs of this action on a solicitor and own client, full indemnity basis. The Assessment Officer is hereby directed to certify the Plaintiff's Bill of Costs without assessment.

Master of the Court of Queen's Bench of Alberta

CONSENTED TO THIS ___ day of _____, 2020

WOLF CREEK GOLF RESORT LTD.

Per: _____
(c/s)

CONSENTED TO THIS ___ day of _____, 2020

WOLF CREEK VILLAGE LTD.

Per: _____
(c/s)

CONSENTED TO THIS ___ day of _____, 2020

Ryan Vold

Witness

AFFIDAVIT OF EXECUTION

CANADA)
PROVINCE OF ALBERTA)
TO WIT:)
I, _____)
of _____, in the Province)
of Alberta, MAKE OATH AND SAY)
THAT:)

1. I was personally present and did see RYAN VOLD, one of the parties named in the annexed instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.
2. The same was executed at _____, in the Province of Alberta, and that I am the subscribing witness thereto.
3. I know the said RYAN VOLD and he is, in my belief, of the full age of 18 years.

SWORN BEFORE ME at _____,)
in the Province of Alberta, this ____ day of)
_____, 2020)
_____)
_____)
A COMMISSIONER FOR OATHS in and)
for Alberta)

SCHEDULE "A"

LEGAL DESCRIPTION OF LANDS

FIRST:

MERIDIAN 4 RANGE 26 TOWNSHIP 42

SECTION 3

QUARTER SOUTH EAST

CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS

EXCEPTING THEREOUT:

	HECTARES	(ACRES) MORE OR LESS
A) PLAN 4300LZ ROAD	7.14	17.64
B) PLAN 5777LZ ROAD	0.417	1.03
C) PLAN 1420102 ROAD	0.345	0.85

EXCEPTING THEREOUT ALL MINES AND MINERALS

SECOND:

MERIDIAN 4 RANGE 26 TOWNSHIP 41

SECTION 35

ALL THAT PORTION OF THE NORTH WEST QUARTER

WHICH LIES NORTH WEST OF THE NORTH WESTERLY LIMIT OF THE ROAD

AS SHOWN ON ROAD PLAN 4159 EU

CONTAINING 48 HECTARES (118.5 ACRES) MORE OR LESS

EXCEPTING THEREOUT:

	HECTARES	(ACRES) MORE OR LESS
A) PLAN 1420102 ROAD	0.513	1.27

**EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME**

THIRD:

PLAN 0628446

BLOCK A

LOT 1

CONTAINING 76.5 HECTARES (189.04 ACRES) MORE OR LESS

EXCEPTING THEREOUT:

	HECTARES	(ACRES) MORE OR LESS
A) PLAN 0740337 SUBDIVISION	6.92	17.10
B) PLAN 0823398 SUBDIVISION	7.63	18.85
C) PLAN 1420102 ROAD	1.309	3.23

EXCEPTING THEREOUT ALL MINES AND MINERALS

JUDICIAL SALE LISTING AGREEMENT

TO: _____

1. You are hereby given authority as an officer of the Court to list for sale the mortgaged lands with the Multiple Listing Service, if any, in effect in the area in which the property is located.
2. The mortgaged lands shall be offered for sale subject to registered encumbrances, liens and interests prior to the Plaintiff's mortgage and security interest but free and clear of all registered encumbrances, liens and interests subsequent to the Plaintiff's mortgage and security interest.
3. The listing price for the mortgaged lands shall be as reflected in Schedule "B" to this Judicial Sale Listing Agreement, or such higher price as the Realtor may recommend after a comparative market analysis is conducted by the Realtor prior to the commencement of this judicial listing.
4. The listing shall take effect on the later of the day after the expiry of the Redemption Period or the date the listing is accepted in writing by the realtor, and shall continue for a period of 90 days thereafter.
5. Within a reasonable time of receiving any offer, you shall forward a true copy of the said offer to counsel for the Plaintiff. If the offer is insufficient to pay out the Plaintiff, it may be rejected by the Plaintiff. Otherwise, counsel for the Plaintiff shall either apply ex parte to reject an offer or apply on notice for the Court to consider that offer. Where the Plaintiff rejects an offer, or obtains an ex parte order rejecting an offer, it shall forthwith serve the Defendants and subsequent encumbrancers with a copy of such offer.
6. If no offers are received during the listing period, you shall so advise counsel for the Plaintiff in writing, immediately following the expiry of the judicial listing.

7. In the event that, as a result of the listing, a purchaser is introduced whose offer is accepted by the Court, and the transaction is completed by the purchaser paying the full purchase price and title is registered in the name of the purchaser or its nominee, then, in such event, you will receive a commission as follows:

7% of the first \$100,000 – 3% of the balance – or such lesser amount as may agreed by you – plus applicable taxes thereon

8. You shall have a first charge against the sale proceeds in the amount of any commission payable hereunder. If the Court accepts an offer to purchase and the purchaser fails to complete the purchase, and the Court does not order relief from forfeiture of the deposit, you will retain, as compensation for services rendered, fifty per cent (50%) of the said deposit (provided such amount does not exceed the commission payable had the sale been fully completed) and you will pay the balance of the deposit to counsel for the Plaintiff to be applied against the Indebtedness.
9. If the Defendants, any subsequent encumbrancer, or anyone else entitled to do so, pays all principal, interest and other amounts owing under the mortgage at any time after the judicial listing takes effect, or brings the mortgage current after the judicial listing takes effect, there shall be paid as part of the costs of redemption, the reasonable expenses incurred by you as the Realtor during this judicial listing.
10. All offers submitted pursuant to the judicial listing shall, subject to further order of the Court:
- a) be in writing and shall be signed by the offeror;
 - b) be subject to the approval and acceptance by the Court on such terms as the Court considers appropriate; and
 - c) provide for a possession date to be determined by the Court;

- d) contain and be subject to the terms and conditions as are contained in Schedule "A" which is attached to these directions; and
- e) be accompanied by a certified cheque or money order payable to your real estate company for the deposit amount referred to in the offer.

11. Nothing in the listing shall:

- a) affect the right of the Defendants, or anyone else entitled to do so, to pay all principal, interest and other amounts owing under the mortgage, or to bring the mortgage current or to privately sell the mortgaged lands;
- b) affect the Plaintiff's right to make a proposal to purchase the mortgaged lands, if applicable, or otherwise acquire the mortgaged lands after the expiry of the judicial listing without liability for any real estate commission or any other compensation payable to the Realtor hereunder;
- c) create or impose any liability on the plaintiff or the Court for the payment of any real estate commission or other compensation arising out of this listing.

12. The terms of the listing may be modified by the Court on application of any party or subsequent encumbrancer on five days' notice.

**Realtor licensed pursuant to the Real Estate Act,
R.S.A. 2000, c. R-5 hereby accepts the terms of this
judicial listing this ____ day of _____, 20__**

APPROVED on this ____ day of _____, 20__

Master of the Court of Queen's Bench of Alberta

SCHEDULE "A" TO THE REAL ESTATE PURCHASE CONTRACT entered into between

THE COURT OF QUEEN'S BENCH OF ALBERTA (the "Seller") and

_____ (the "Buyer")

The terms of this schedule replace, modify or add to the terms of the agreement of purchase and sale (the "Real Estate Purchase Contract") to which this schedule is attached. Where there is any inconsistency between the terms of this Schedule and the Real Estate Purchase Contract, the provisions of this Schedule shall prevail.

AS IS - WHERE IS

1. The Buyer acknowledges and agrees to purchase the mortgaged lands, all buildings and improvements located on the mortgaged lands (the "Property"), and any and all fixtures ("Attached Goods") and chattels ("Unattached Goods") included in the Real Estate Purchase Contract or included in the sale of the property, "as is" and agrees with the Seller that neither the Seller, nor its agents or representatives have made any representations or warranties with respect to the Property or any Attached Goods or Unattached Goods included in the sale of the Property. Without limiting the generality of the foregoing, the Buyer agrees that neither the Seller nor its agents have made any representations or warranties with respect to:
 - a) the condition of any buildings or improvements located on the Property;
 - b) the condition of any Attached Goods or Unattached Goods included in the Real Estate Purchase Contract or otherwise sold with the Property;
 - c) whether the Property complies with any existing land use or zoning bylaws or regulations, or municipal development agreements or plans;
 - d) the location of any buildings and other improvements on the Property and whether such location complies with any applicable municipal bylaws or regulations;
 - e) whether or not any buildings or improvements located on the Property encroach onto any neighbouring lands or any easements or rights of way;
 - f) whether or not any buildings or improvements located on any neighbouring lands encroach onto the Property;
 - g) the size and dimensions of the Property or any building or improvements located thereon;
 - h) whether or not the Property is contaminated with any hazardous substance; and
 - i) whether or not any of the buildings or other improvements located on the Property have been insulated with urea formaldehyde insulation.

OWNERSHIP OF UNATTACHED GOODS

2. The Buyer agrees that the Seller is selling only such interest as it may have in any Attached goods or Unattached Goods referred to in the Real Estate Purchase Contract, or which may be located on the Property, and the Seller does not warrant that it has title to such Attached Goods or Unattached Goods. Further, the Buyer agrees that the Seller will not be liable for the removal of any chattels found on the Property prior to or on the date of closing. On closing,

Buyer's Initial
Date:

the Buyer may have possession of the Attached Goods and Unattached Goods which are then on or about the Property on an "as is" basis, and the Seller will not provide a Bill of Sale, Warranty, or other title document to the Buyer. Further, there will be no adjustment or abatement of any kind to the Purchase Price with respect to any Attached Goods or Unattached Goods.

REAL PROPERTY REPORT & COMPLIANCE

3. The Seller is not required to provide the Buyer with a real property report or compliance certificate. Should the Seller provide the Buyer with a copy of a survey or real property report, the Buyer agrees that any use of or reliance upon such document shall be at the Buyer's own risk. The Buyer must satisfy itself that the survey or real property report which the Seller might provide accurately reflects the Property and the buildings and improvements located thereon as they currently exist and the Seller shall not be responsible for any errors or omissions which might exist on such document. The Seller does not represent or warrant the accuracy or validity of the said survey or real property report or compliance certificate.

CONDOMINIUM

4. If the Property is a condominium:
 - a) the Seller is not required to provide any condominium documentation to the Buyer and the Buyer shall be solely responsible to obtain any condominium documentation he may require. Without limiting the generality of the foregoing, the Buyer may obtain on his own and at his sole costs and expenses any estoppel certificate, copy of the condominium bylaws and financial statement for the Condominium Corporation that he may require;
 - b) the Buyer must satisfy himself with the condition of the condominium unit, the common property, and the financial condition of the condominium corporation and agrees that neither the Seller nor its agents, have made any representations or warranties pertaining to same including, without limiting the generality of the foregoing, the adequacy of any reserve fund the condominium corporation might have, any potential special assessments which might be levied by the condominium corporation or the existence of any legal actions pending against the condominium corporation;
 - c) the Seller shall be responsible for amounts payable up to the closing date on account of any condominium fees and special assessments levied by the condominium corporation.

GOODS AND SERVICES TAX (G.S.T.)

5. In addition to the purchase price payable thereunder, the Buyer shall pay to the Seller and indemnify the Seller against all Goods and Services Tax ("G.S.T.") payable on the purchase price as required by the Excise Tax Act. The Seller will not provide to the Buyer a Certificate of Exempt Supply, or any other certificate certifying that this purchase and sale transaction is not subject to the Goods and Services Tax. Should the Seller fail to collect G.S.T. from the Buyer, it shall not be construed by the Buyer as a certification by the Seller that no G.S.T. is payable by the Buyer hereunder, and the Buyer shall remain liable for any G.S.T. which might be payable with respect to this transaction.

ACCEPTANCE BY FACSIMILE

6. The Seller and Buyer agree that this contract may be signed in counterpart, and the acceptance of this offer communicated or confirmed by facsimile transmission shall be binding upon the parties. The Buyer agrees to promptly deliver an executed original Real Estate Purchase Contract to the Seller.

FORECLOSURE PROCEEDING

7. This offer is being made pursuant to or in a Court of Queen's Bench foreclosure proceeding and, as such, the Offer may be accepted only by Order of said Court and is subject to the terms of that Order. Any agreement arising out of the Seller's acceptance of this Offer is conditional upon the approval thereof by the said Court.

Buyer's Initial
Date: _____

STATEMENT OF SECURED INDEBTEDNESS

1.	Principal balance and interest as at April 17, 2020	\$2,734,553.31
1 (a).	Amount included in principal other than the amount lent	\$
2.	Interest as at	\$
3.	Interest at the mortgage rate from the date reflected in the Affidavit of Default to date of Order	\$
4.	Property tax account balance	\$
5.	Property management charges paid	\$
6.	Occupancy inspections paid	\$
7.	Property Insurance Premiums paid	\$
8.	NSF fees paid	\$
9.	Prior mortgage arrears paid	\$
10.	Condominium fees paid	\$
11.	Homeowners association fees paid	\$
12.	Any other amounts paid under the mortgage	\$
	TOTAL DUE TO PLAINTIFF AT DATE ORDER GRANTED (excluding costs)	\$2,734,553.31, plus per diem interest of \$582.09 from and including April 18, 2020

SCHEDULE "A"

00622115-1

LEGAL DESCRIPTION OF LANDS

**FIRST:
MERIDIAN 4 RANGE 26 TOWNSHIP 42
SECTION 3
QUARTER SOUTH EAST
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS
EXCEPTING THEREOUT:**

	HECTARES	(ACRES) MORE OR LESS
A) PLAN 4308LZ ROAD	7.14	17.64
B) PLAN 5777LZ ROAD	0.417	1.03
C) PLAN 1420102 ROAD	0.345	0.85

EXCEPTING THEREOUT ALL MINES AND MINERALS

**SECOND:
MERIDIAN 4 RANGE 26 TOWNSHIP 41
SECTION 35
ALL THAT PORTION OF THE NORTH WEST QUARTER
WHICH LIES NORTH WEST OF THE NORTH WESTERLY LIMIT OF THE ROAD
AS SHOWN ON ROAD PLAN 4159 EU
CONTAINING 48 HECTARES (118.5 ACRES) MORE OR LESS
EXCEPTING THEREOUT:**

	HECTARES	(ACRES) MORE OR LESS
A) PLAN 1420102 ROAD	0.513	1.27

**EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME**

**THIRD:
PLAN 0028446
BLOCK A
LOT 1
CONTAINING 76.5 HECTARES (189.04 ACRES) MORE OR LESS
EXCEPTING THEREOUT:**

		HECTARES	(ACRES) MORE OR LESS
A) PLAN 0740337	SUBDIVISION	6.92	17.10
B) PLAN 0823398	SUBDIVISION	7.63	18.89
C) PLAN 1420102	ROAD	1.309	3.23

EXCEPTING THEREOUT ALL MINES AND MINERALS

SCHEDULE "B"
(Schedule of listing prices for mortgaged lands)

First: \$ _____

Second: \$ _____

Third: \$ _____

Ponoka County 403-783-3333
4205 HWY 2A
Ponoka AB T4J 1V9
Tel.:(403) 783-3333 Fax: (403) 783-6965



Requested By:
WARREN SINCLAIR LLP

Law Firm: WARREN SINCLAIR,
600 4911-51 Street
Red Deer AB T4N 6V4

Tax (Folio) No.: 000 02179
Name of Registered Owner(s): Wolf Creek Golf Resort Ltd.
R.R.3, SITE 10, BOX 5
PONOKA AB T4J 1R3

Date : 22-Sep-22
Certificate No.: 4115

Property Address: 262016 TR 420 Golf Course Lot Size: 141.32889
Legal Description: QTR: SE SEC: 3 TWP: 42
RGE: 26 M: 4
Property ID No. 1. 0035999622

2022 Assessments:	Land			Improvements			Total NET
	Gross	Exempt	Net	Gross	Exempt	Net	
General	2087110	0	2087110	826940	0	826940	2914050

Tax Information

2022 Tax Levy:	31734.00	Penalty:	3173.40		
Balance As of 22-Sep-2022					
Current:	34907.40	Arrears 1yr:	0.00	2yr+:	92786.81
Total Due:	127694.21	Interest:	0.00	Interest:	0.00

Note: The 2022 tax levy is due July 31, 2022
The tax year runs from Jan-Dec
\$5.00 for certificate, no invoice will be mailed
Original sent when payment is received

For an abstract of any Encumbrances other than taxes, apply to
the Registrar, Land Titles Office, Edmonton Alberta

(seal)

for: L. Norn
Tax Clerk

THIS IS EXHIBIT " 0 " referred to
in the Affidavit of Thomas Hazlett
sworn before me this 27
day of September A.D. 2022
[Signature]
A Notary Public in and for British Columbia

SHAUN CAMPBELL
LAWYER
Pushor Mitchell LLP
301 - 1665 Ellis Street
Kelowna, BC V1Y 2B3
Phone: (250) 762-2108

Ponoka County 403-783-3333

4205 HWY 2A

Ponoka AB T4J 1V9

Tel.:(403) 783-3333 Fax: (403) 783-6965



Requested By:
WARREN SINCLAIR LLP

Law Firm: WARREN SINCLAIR,
600 4911-51 Street
Red Deer AB T4N 6V4

Tax (Folio) No.: 000 10241

Date: 22-Sep-22

Name of Registered Owner(s): Wolf Creek Golf Resort Ltd.

Certificate No.: 4116

R.R.3, SITE 10, BOX 5
PONOKA AB T4J 1R3

Property Address: Golf Course

Lot Size: 153.09

Legal Description: PL: 0628446

BLK: A

LOT: 01

QTR: SW

SEC: 2

TWP: 42

RGE: 26

M: 4

Property ID No. 1. 0035999549

2022 Assessments:

	----- Land -----			----- Improvements -----			Total NET
	Gross	Exempt	Net	Gross	Exempt	Net	
General	1313110	0	1313110	0	0	0	1313110

Tax Information

2022 Tax Levy: 14299.77 Penalty: 1263.46

Balance As of 22-Sep-2022

Current:	13898.07	Arrears 1yr:	0.00	2yr+:	0.00
Total Due:	13898.07	Interest:	0.00	Interest:	0.00

Note: The 2022 tax levy is due July 31, 2022
The tax year runs from Jan-Dec
\$5.00 for certificate, no invoice will be mailed
Original sent when payment is received

For an abstract of any Encumbrances other than taxes, apply to
the Registrar, Land Titles Office, Edmonton Alberta

(seal)

for: L. Norn
Tax Clerk



R.R. 3
Lacombe, AB
T4L 2N3

Phone: 403-782-6601
Fax: 403-782-3820

TAX CERTIFICATE

Roll Number: 4126353001
Fee: \$25.00
Certificate #: 2643

Requested By

WARREN SINCLAIR
BARRISTERS & SOLICITORS
600 4911 51 ST
RED DEER AB T4N 6V4
CANADA

Assessed Owners

WOLF CREEK GOLF RESORT LTD.

RR 3 SITE 10 BOX 5
PONOKA AB T4J 1R3
CANADA

Municipal Address

Legal Description

Qtr:[NW] Sec:[35] Twp:[41] Rge:[26] Mer:[4]
Linc: 0000000035999648
Title#: 142007593022

Statement of Current Taxes for 2022

Taxes Levied to Date	Penalty	Current Owing
\$19,697.35	\$1,181.84	\$20,879.19

Statement of Tax Arrears

Year	Taxes	Interest	Outstanding
2021			\$0.00
2020			\$0.00
2019 & prior			\$0.00
Total Taxes Owing and Billed at Date of Certification:			\$20,879.19

Previous Year Taxes Levied

2021 \$18,641.03

Utilities Balance
\$0.00

I hereby certify that, subject to the following qualifications, this statement shows:

1. All arrears of taxes returned to this office and due against the property described herein.
2. The current amount of taxes levied to date on the real property described herein and the amount of current year's and prior year's taxes owing as at the date of certification.

Certified as at: 2022-09-22

Bonnie Hehr
For County Manager
Lacombe County

Qualifications

1. Taxes shown may include additions to the Tax Collector's roll as authorized by provincial legislation.
2. The information on this certificate is based on cheques tendered but not necessarily honoured by the institution upon which they were drawn, and may not reflect payment made in the last 2 days.

Warren Sinclair^{LLP}

LAWYERS

March 28, 2022

Wolf Creek Golf Resort Ltd.
RR3, Site 10, Box 5
Ponoka, AB T4J 1R3

Lawyer: Matthew R. Park
E-mail: mpark@warrensinclair.com
Assistant: Kayla Walsh
E-mail: kwalsh@warrensinclair.com
Our File 116174/MP

Dear Sir/Madam:

Re: Cobra Mortgage Services Inc. (the "Lender") loan(s) to Wolf Creek Golf Resort Ltd.

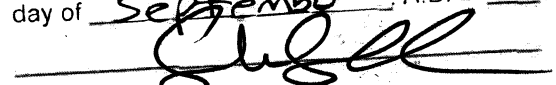
This office represents the Lender.

We advise that default has been made by you with respect to the above-referenced loan(s). Accordingly, pursuant to the terms of the said loan(s), the entire balance(s) outstanding thereunder have become due and payable. The amount due and payable as of **March 28, 2022** is **\$2,904,200.48**

Payment in full in the total amount of **\$2,904,200.48** is accordingly demanded. If payment is not received within **10 days** from the date of this correspondence, the Lender will take whatever action it considers to be appropriate in the circumstances, including realization of any or all of the security the Lender holds in respect of the amount owing. Please note that all costs incurred by the Lender as a result of any action taken, including legal costs on a solicitor and his own client, full indemnity basis, will be added to your liability.

Payment may be made by way of wire transfer, bank draft or solicitor's trust cheque, payable to "Warren Sinclair LLP" and delivered to this office to the attention of the undersigned. The exact amount owing should be confirmed with this office prior to payment.

Pursuant to section 244 of the *Bankruptcy and Insolvency Act*, we have enclosed our form of Notice of Intention to Enforce Security. The stay period referred to in that document should not be considered a waiver of the Lender's right to proceed prior to the expiry of that period as it may be entitled.

THIS IS EXHIBIT "P" referred to
in the Affidavit of Thomas Hazlett
sworn before me this 27
day of September A.D. 20 22

A Notary Public in and for British Columbia

SHAUN CAMPBELL
LAWYER
Pushor Mitchell LLP
301 - 1665 Ellis Street
Kelowna, BC V1Y 2B3
Phone: (250) 762-2108

01039704-1

Please give this matter your immediate attention.

Yours truly,

Warren Sinclair LLP

A handwritten signature in black ink, appearing to be 'Matthew R. Park', written over the company name.

Matthew R. Park

MP/kw

enclosure

via courier and email to: ryan@wolfcreekgolf.com

cc: client

cc: Wolf Creek Village Ltd.

cc: Ryan Vold

FORM 86
NOTICE OF INTENTION TO ENFORCE SECURITY
(RULE 124)

TO: WOLF CREEK GOLF RESORT LTD., an insolvent person

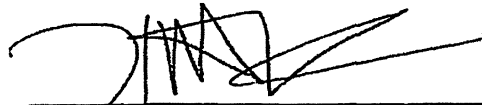
Take notice that:

1. Cobra Mortgage Services Ltd., a secured creditor, intends to enforce its security on the property of the insolvent person described below:
 - a) Real property having the legal descriptions set out in Schedule "A" hereto, which shall be referred to collectively as the "Mortgaged Lands".
 - b) All of the insolvent person's present and after-acquired personal property, as particularized in the General Security Agreement dated September 12, 2018.
2. The security that is to be enforced is in the form of:
 - a) Collateral Mortgage dated September 12, 2018 and registered against title to the Mortgaged Lands on October 2, 2018 as registration number 182 246 658.
 - b) General Assignment of Leases and Rents dated September 12, 2018 and registered against title to the Mortgaged Lands on October 2, 2018 as registration number 182 246 659.
 - c) General Security Agreement dated September 12, 2018 and registered at the Alberta Personal Property Registry on September 5, 2018 as registration number 18090532066.
 - d) Assignment of Lease Proceeds dated May 1, 2019.
3. The total amount of the indebtedness secured by the security is \$2,904,200.48 as of March 28, 2022.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

Dated at Red Deer, Alberta this 28th day of March, 2022.

Warren Sinclair LLP

Per:



Matthew R. Park, Solicitors for Cobra Mortgage Services Ltd.

SCHEDULE "A"

LEGAL DESCRIPTION OF LANDS

FIRST:

MERIDIAN 4 RANGE 26 TOWNSHIP 42

SECTION 3

QUARTER SOUTH EAST

CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS

EXCEPTING THEREOUT:

	HECTARES	(ACRES) MORE OR LESS
A) PLAN 4300LZ ROAD	7.14	17.64
B) PLAN 5777LZ ROAD	0.417	1.03
C) PLAN 1420102 ROAD	0.345	0.85

EXCEPTING THEREOUT ALL MINES AND MINERALS

SECOND:

MERIDIAN 4 RANGE 26 TOWNSHIP 41

SECTION 35

ALL THAT PORTION OF THE NORTH WEST QUARTER

WHICH LIES NORTH WEST OF THE NORTH WESTERLY LIMIT OF THE ROAD

AS SHOWN ON ROAD PLAN 4159 EU

CONTAINING 48 HECTARES (118.5 ACRES) MORE OR LESS

EXCEPTING THEREOUT:

	HECTARES	(ACRES) MORE OR LESS
A) PLAN 1420102 ROAD	0.513	1.27

**EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME**

THIRD:

PLAN 0628446

BLOCK A

LOT 1

CONTAINING 76.5 HECTARES (189.04 ACRES) MORE OR LESS

EXCEPTING THEREOUT:

		HECTARES	(ACRES) MORE OR LESS
A) PLAN 0740337	SUBDIVISION	6.92	17.10
B) PLAN 0823398	SUBDIVISION	7.63	18.85
C) PLAN 1420102	ROAD	1.309	3.23

EXCEPTING THEREOUT ALL MINES AND MINERALS

Warren Sinclair^{LLP}

LAWYERS

March 28, 2022

Wolf Creek Village Ltd.
RR3, Site 10, Box 5
Ponoka, AB T4J 1R3

Lawyer: Matthew R. Park
E-mail: mpark@warrensinclair.com
Assistant: Kayla Walsh
E-mail: kwash@warrensinclair.com
Our File 116174/MP

Dear Sir/Madam:

Re: Cobra Mortgage Services Inc. (the "Lender") loan(s) to Wolf Creek Golf Resort Ltd.

This office represents the Lender.

Enclosed for your information is a copy of our letter dated March 28, 2022 and addressed to Wolf Creek Golf Resort Ltd. (the "Debtor").

As you know, the Lender holds your Guarantee dated September 12, 2018 as security for the repayment of indebtedness owed by the Debtor to the Lender. By virtue of the said Guarantee, as of **March 28, 2022** you are indebted to the Lender in the amount of **\$2,904,200.48**, with interest and costs accruing thereon until the date of payment in full. Payment in full in the total amount of **\$2,904,200.48** is accordingly demanded. If payment is not received within **10 days** from the date of this correspondence, the Lender will take whatever action it considers to be appropriate in the circumstances, including realization of any or all of the security the Lender holds in respect of the amount owing. Please note that all costs incurred by the Lender as a result of any action taken, including legal costs on a solicitor and his own client, full indemnity basis, will be added to your liability.

Payment may be made by way of wire transfer, bank draft or solicitor's trust cheque, payable to "Warren Sinclair LLP" and delivered to this office to the attention of the undersigned. The exact amount owing should be confirmed with this office prior to payment.

Pursuant to section 244 of the *Bankruptcy and Insolvency Act*, we have enclosed our form of Notice of Intention to Enforce Security. The stay period referred to in that document should not be considered a waiver of the Lender's right to proceed prior to the expiry of that period as it may be entitled.

Please give this matter your immediate attention.

Yours truly,

Warren Sinclair LLP

A handwritten signature in black ink, appearing to read 'Matthew R. Park', with a long horizontal line extending to the right.

Matthew R. Park

MP/kw

enclosure

via registered mail and email to: rvan@wolfcreekgolf.com

cc: client

FORM 86
NOTICE OF INTENTION TO ENFORCE SECURITY
(RULE 124)

TO: WOLF CREEK VILLAGE LTD., an insolvent person


Take notice that:

1. Cobra Mortgage Services Ltd., a secured creditor, intends to enforce its security on the property of the insolvent person described below:
 - a) All present and after-acquired personal property of the insolvent person, as particularized in the General Security Agreement dated September 12, 2018.
2. The security that is to be enforced is in the form of a General Security Agreement dated September 12, 2018 and registered at the Alberta Personal Property Registry on September 5, 2018 as registration number 18090539868.
3. The total amount of the indebtedness secured by the security is \$2,904,200.48 as of March 28, 2022.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

Dated at Red Deer, Alberta this 28th day of March, 2022.

Warren Sinclair LLP

Per:


Matthew R. Park, Solicitors for Cobra Mortgage Services Ltd.

WarrenSinclair_{LLP}

LAWYERS

March 28, 2022

Wolf Creek Golf Resort Ltd.
RR3, Site 10, Box 5
Ponoka, AB T4J 1R3

Lawyer: Matthew R. Park
E-mail: mpark@warrensincclair.com
Assistant: Kayla Walsh
E-mail: kwalsh@warrensincclair.com
Our File 116174/MP

Dear Sir/Madam:

Re: Cobra Mortgage Services Inc. (the "Lender") loan(s) to Wolf Creek Golf Resort Ltd.

This office represents the Lender.

We advise that default has been made by you with respect to the above-referenced loan(s). Accordingly, pursuant to the terms of the said loan(s), the entire balance(s) outstanding thereunder have become due and payable. The amount due and payable as of March 28, 2022 is **\$2,904,200.48**

Payment in full in the total amount of **\$2,904,200.48** is accordingly demanded. If payment is not received within 10 days from the date of this correspondence, the Lender will take whatever action it considers to be appropriate in the circumstances, including realization of any or all of the security the Lender holds in respect of the amount owing. Please note that all costs incurred by the Lender as a result of any action taken, including legal costs on a solicitor and his own client, full indemnity basis, will be added to your liability.

Payment may be made by way of wire transfer, bank draft or solicitor's trust cheque, payable to "Warren Sinclair LLP" and delivered to this office to the attention of the undersigned. The exact amount owing should be confirmed with this office prior to payment.

Pursuant to section 244 of the *Bankruptcy and Insolvency Act*, we have enclosed our form of Notice of Intention to Enforce Security. The stay period referred to in that document should not be considered a waiver of the Lender's right to proceed prior to the expiry of that period as it may be entitled.

01039704-1

First Red Deer Place, 600, 4911 - 51 Street, Red Deer, AB, Canada T4N 6V4
Tel: (403) 343-3320 | Fax: (403) 343-6069 | Dalburne: (403) 749-3650 | Web: www.warrensincclair.com

Please give this matter your immediate attention.

Yours truly,

Warren Sinclair LLP



Matthew R. Park

MP/kw

enclosure

via courier and email to: ryan@wolfcreekgolf.com

cc: client

cc: Wolf Creek Village Ltd.

cc: Ryan Vold

**FORM 86
NOTICE OF INTENTION TO ENFORCE SECURITY
(RULE 124)**

TO: WOLF CREEK GOLF RESORT LTD., an insolvent person

Take notice that:

1. Cobra Mortgage Services Ltd., a secured creditor, intends to enforce its security on the property of the insolvent person described below:
 - a) Real property having the legal descriptions set out in Schedule "A" hereto, which shall be referred to collectively as the "Mortgaged Lands".
 - b) All of the insolvent person's present and after-acquired personal property, as particularized in the General Security Agreement dated September 12, 2018.
2. The security that is to be enforced is in the form of:
 - a) Collateral Mortgage dated September 12, 2018 and registered against title to the Mortgaged Lands on October 2, 2018 as registration number 182 246 658.
 - b) General Assignment of Leases and Rents dated September 12, 2018 and registered against title to the Mortgaged Lands on October 2, 2018 as registration number 182 246 659.
 - c) General Security Agreement dated September 12, 2018 and registered at the Alberta Personal Property Registry on September 5, 2018 as registration number 18090532066.
 - d) Assignment of Lease Proceeds dated May 1, 2019.
3. The total amount of the indebtedness secured by the security is \$2,904,200.48 as of March 28, 2022.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

Dated at Red Deer, Alberta this 28th day of March, 2022.

Warren Sinclair LLP

Per: 

Matthew R. Park, Solicitors for Cobra Mortgage Services Ltd.