

COURT FILE NO.: 2301-03129

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

APPLICANT ROYAL BANK OF CANADA

RESPONDENTS RAMBRIDGE STRUCTURE & DESIGN LTD., BRENT ANDREW PARKER and CHRISTIANA MAY PARKER



COM
Mar 17 2023

DOCUMENT **AFFIDAVIT**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

Cassels Brock & Blackwell LLP
Suite 3810, Bankers Hall West
888 3rd Street SW
Calgary, Alberta, T2P 5C5

Telephone: (403) 351-2920
Facsimile: (403) 648-1151
Email: joliver@cassels.com / dmarechal@cassels.com

File No.: 33337-876

Attention: Jeffrey Oliver / Danielle Marechal

AFFIDAVIT OF: ALICE CHAN

SWORN ON: MARCH 7, 2023

I, ALICE CHAN of the City of Calgary, in the Province of Alberta, SWEAR AND SAY THAT:

1. I am Senior Manager, Special Loans and Advisory Services at Royal Bank of Canada (“**RBC**”), and as such have personal knowledge of the matters hereinafter deposed to except where stated to be based upon information and belief, and where so stated I do verily believe the same to be true.
2. I am authorized by RBC to swear this affidavit on its behalf.

Background

3. Rambridge Structure & Design Ltd. (“**Rambridge**”) is a corporation incorporated pursuant to the laws of the Province of Alberta with a registered office in Calgary, Alberta. Rambridge is also extra-provincially registered in British Columbia and operates under the tradename Rambridge Wholesale Supply. Attached hereto and marked as **Exhibit “A”** are copies of an Alberta corporate registry search for Rambridge, a copy of a British Columbia corporate registry search for Rambridge and an Alberta tradename search for Rambridge Wholesale Supply, each dated March 3, 2023.
4. Rambridge is a manufacturer and wholesale distributor with leased premises in Calgary, Alberta and Delta, British Columbia focused on indoor/outdoor garden and greenhouse goods.

5. Brent Parker ("**Brent**") and Christiana Parker ("**Christiana**" and together with Brent, the "**Parkers**") are the directors of Rambridge. The Parkers have also guaranteed the indebtedness owing by Rambridge to RBC, as more particularly described below.

Loan and Security Documents

Credit Agreements

6. RBC and Rambridge entered into certain loan and credit agreements (collectively and as amended the "**Loan Agreements**") including, but not limited to:
 - (a) credit agreement dated February 23, 2022 and accepted on February 23, 2022;
 - (b) amending letter agreement dated August 17, 2022 and accepted August 23, 2022;
 - (c) master lease agreement (Lease No. 874904204) dated June 19, 2020 (the "**Master Lease Agreement**") and associated lease schedule nos. 201000053944, 201000057242, 201000060148, 201000060427 and 201000064085 (the "**Lease Schedules**"); and
 - (d) commitment to lease no. 201000060427 dated, May 5, 2021 (the "**Commitment to Lease**" and together with the Master Lease Agreement and Lease Schedules, the "**Lease Agreements**").

Copies of the Loan Agreements are attached hereto and marked as **Exhibit "B"**.

7. Pursuant to the Loan Agreements, RBC extended certain facilities to Rambridge (the "**Loans**"). As at March 3, 2023, the total amount outstanding under the Loans is \$3,028,771.99 (the "**Indebtedness**"), which sum includes principal, accrued interest and certain fees to March 3, 2023, but excludes other fees, charges and expenses including legal fees on a solicitor-and-own-client basis that may arise and/or continue to accrue. A payout statement evidencing further particulars of the Loans and Indebtedness is attached hereto as **Exhibit "C"**.
8. Notwithstanding that certain of the Loans are demand facilities, pursuant to which RBC is entitled to demand repayment at any time, Rambridge also committed events of default under the terms of the Loan Agreements and Security (defined herein).

Guarantees & Postponement of Claims

9. The Loans were guaranteed by the Parkers pursuant to the following guarantees and postponements:
 - (a) guarantee and postponement of claim dated August 22, 2011 and granted by Brent in the amount of \$250,000;
 - (b) guarantee and postponement of claim dated June 22, 2015 and granted by Brent in the amount of \$775,000;
 - (c) guarantee and postponement of claim dated April 2, 2020 and granted by Brent in the amount of \$900,000;
 - (d) guarantee and postponement of claim dated June 12, 2020 and granted by Brent in the amount of \$500,000;
 - (e) guarantee and postponement of claim dated May 3, 2021 and granted by Brent in the amount of \$2,400,000; and

- (f) guarantee and postponement of claim dated August 23, 2022 and granted by the Parkers in the amount of \$500,000;

(collectively, the "**Guarantees**"). Attached hereto and marked as **Exhibit "D"** are copies of the Guarantees.

Security Documents

- 10. The Loans are secured by (among other things) a general security agreement granted by Rambridge in favour of RBC dated November 27, 1990 (the "**GSA**").

- 11. Additionally, as security for the Guarantees, the Guarantors granted:

- (a) a collateral mortgage dated February 25, 2021 and granted by the Parkers in the amount of \$650,000 (the "**First Collateral Mortgage**") and charging the following lands:

PID: 027-956-504

STRATA LOT 55 DISTRICT LOT 496 KAMLOOPS DIVISION YALE DISTRICT
STRATA PLAN EPS104 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS
SHOWN ON FORM V

(the "**Property**"); and

- (b) a collateral mortgage dated September 7, 2022 and granted by the Parkers in the amount of \$500,000 (the "**Second Collateral Mortgage**") and together with the First Collateral Mortgage, the "**Collateral Mortgages**") and charging the Property;

(collectively, the GSA and Collateral Mortgages are referred to as the "**Security**" and together with the Loan Agreements, the "**Loan Documents**"). Copies of the GSA and the Collateral Mortgages are attached hereto and marked as **Exhibits "E"** and "**F"**, respectively.

- 12. The Property is a condominium located in Mara Lake, British Columbia and has a 2023 tax assessed value of \$829,000 as at July 1, 2022. I understand that the Property is the Parkers' vacation property and that no one resides in Property on a full-time basis. A copy of the BC Assessment for the Property is attached hereto and marked as **Exhibit "G"**.

- 13. RBC's security interests granted under the Security were perfected through:

- (a) the filing of financing statements registered against Rambridge and Rambridge Wholesale Supply in the Alberta Personal Property Registry and British Columbia Personal Property Registry; and

- (b) the registration of the Collateral Mortgages on title to the Property.

Registration of the Security

- 14. RBC's security interest granted pursuant to the Security was registered against:

- (a) Rambridge and Rambridge Wholesale and Supply in the Alberta Personal Property Registry ("**AB PPR**"); and

- (b) Rambridge and Rambridge Wholesale and Supply in the British Columbia Personal Property Registry ("**BC PPR**").

Copies of the AB PPR and BC PPR searches for Rambridge and Rambridge Wholesale Supply dated March 3, 2023 are attached as **Exhibit "H"**.

15. The Collateral Mortgages were registered at the British Columbia Land Titles Office as registration numbers CA8799266 on February 25, 2021 and CB219465 on September 14, 2022 against the Property (the "**Mortgage Registrations**"). A copy of title to the Property pulled on March 3, 2023 evidencing the Mortgage Registrations is attached hereto and marked as **Exhibit "I"**.

Events of Default, Demand Letters and Notice of Intention to Enforce Security

16. Notwithstanding that some of the Loans are demand facilities, Rambridge also committed events of default under the Loan Documents, as a result of, among other things: (i) the occurrence of a material adverse change in the financial condition of Rambridge as indicated in the financial reports provided by Rambridge to RBC; and (ii) failing to pay any amount when due under the Loan Documents following demand for repayment of the demand facilities.
17. On January 31, 2023, RBC, through its counsel Cassels Brock & Blackwell LLP ("**Cassels**") sent a letter demanding payment to each of Rambridge and the Parkers together with a notice of intention to enforce security pursuant to section 244 of the *Bankruptcy and Insolvency Act* (Canada) ("**BIA**") (collectively, the "**Demands**"). Attached hereto and marked as **Exhibit "J"** are copies of the Demands.
18. The 10-day period referenced in section 244(2) of the BIA has expired.
19. As at the date of this affidavit, Rambridge has failed to repay the Indebtedness, and accordingly, the full amount of the Indebtedness remains due, owing and payable.

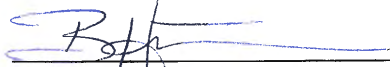
Additional Correspondence between RBC and Rambridge

20. The Loans were transferred to RBC's Special Loans department on June 21, 2022. Since that date, RBC has been working with Rambridge to try come up with a plan that would see RBC paid out in full.
21. RBC's attempts to reach a resolution with Rambridge have included frequent correspondence via phone call and email, as well as several in person meetings with the Parkers, starting as early as July 7, 2022. Beginning in September 2022, RBC has also had monthly phone calls with Rambridge's controller and Brent (among others) to review monthly financial results.
22. On November 18, 2022, Brent advised RBC that Netled Ltd. ("**Netled**"), a vertical farming company based out of Finland, or one of its partners may have an interest in purchasing some or all of the assets of Rambridge. I was advised by Brent that a letter of intent ("**LOI**") from Netled would be provided by November 25, 2022.
23. RBC did not receive the LOI on or before November 25, 2022 and followed up with Brent on the status of the LOI on the following dates:
 - (a) December 2, 2022 – I was advised by Brent that Rambridge had not received anything from Netled but that Rambridge was working on a Calgary-based investment to build out Rambridge's vertical farm.
 - (b) January 10, 2023 – I was advised by Brent that Netled's COO would be in Calgary in late January to discuss a future collaboration.
 - (c) February 6, 2023 – I attended a WebEx call with Netled's CEO and COO during which call I was assured that RBC would receive the LOI by February 21, 2023.

This is Exhibit "A"
referenced in the Affidavit of

ALICE CHAN

sworn before me on this 7 day of March 2023



A Commissioner for Oaths in and for Alberta

BARBARA ANN HUTMAN
MY COMMISSION EXPIRES
DECEMBER 28, 2024

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

Date of Search: 2023/03/03
 Time of Search: 02:41 PM
 Service Request Number: 39287927
 Customer Reference Number: 04407909-10917714

Corporate Access Number: 202191250
Business Number: 104392055
Legal Entity Name: RAMBRIDGE STRUCTURE & DESIGN LTD.

Legal Entity Status: Active
Alberta Corporation Type: Named Alberta Corporation
Registration Date: 1979/12/20 YYYY/MM/DD

Registered Office:

Street: 802, 1333 - 8TH STREET SW
City: CALGARY
Province: ALBERTA
Postal Code: T2R1M6

Records Address:

Street: 802, 1333 - 8TH STREET SW
City: CALGARY
Province: ALBERTA
Postal Code: T2R1M6

Email Address: SEAN@VANDERLEELAW.CA

Primary Agent for Service:

| Last Name | First Name | Middle Name | Firm Name | Street | City | Province | Postal Code | Email |
|-----------|------------|-------------|-----------|--------------------------------|---------|----------|-------------|---------------------------|
| PARKER | BRENT | | | 8, 8009 - 57 ST SE | CALGARY | ALBERTA | T2C5K7 | BRENTPARKER@RAMBRIDGE.COM |

Directors:

Last Name: PARKER
First Name: CHRISTIANA
Street/Box Number: 104 MOUNT CASCADE CLOSE SE
City: CALGARY

Province: ALBERTA
Postal Code: T2Z2K3

Last Name: PARKER
First Name: BRENT
Street/Box Number: 8, 8009 57 ST SE
City: CALGARY
Province: ALBERTA
Postal Code: T2C5K7

Voting Shareholders:

Legal Entity Name: KEMPCO SALES & SERVICE INC.
Corporate Access Number: 2013712894
Street: 198 MOUNTAIN PARK SE
City: CALGARY
Province: ALBERTA
Postal Code: T2Z2J9
Percent Of Voting Shares: 10.4

Legal Entity Name: LE FUTURE LIGHT LTD.
Corporate Access Number: 2010929848
Street: #1, 2421 CENTRE AVE. S.E.
City: CALGARY
Province: ALBERTA
Postal Code: T2E0A9
Percent Of Voting Shares: 79.2

Last Name: SERRES LAMBERT INC.
Street: 1581 BOUL. JUTRAS
City: O VICTORIAVILLE
Province: QUEBEC
Postal Code: G6T2B1
Percent Of Voting Shares: 10.4

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: THE ATTACHED SCHEDULE "A" IS INCORPORATED INTO AND FORMS PART OF THESE RESTATED ARTICLES.
Share Transfers: NO SHARES IN THE CAPITAL OF THE CORPORATION SHALL BE TRANSFERRED WITHOUT THE EXPRESS CONSENT OF A MAJORITY OF THE BOARD OF DIRECTORS TO BE SIGNIFIED
Restrictions: BY A RESOLUTION OF THE BOARD OF DIRECTORS.
Min Number Of 2

Directors:

Max

Number Of 7

Directors:

Business

Restricted NIL.

To:

Business

Restricted NIL.

From:

Other THE ATTACHED SCHEDULE "B" IS INCORPORATED INTO AND FORMS PART OF THESE

Provisions: RESTATED ARTICLES.

Holding Shares In:

| |
|--------------------------|
| Legal Entity Name |
| EPIC GROW CANADA INC. |

Associated Registrations under the Partnership Act:

| Trade Partner Name | Registration Number |
|----------------------------|----------------------------|
| RAMBRIDGE WHOLESALE SUPPLY | TN8433005 |

Other Information:

Last Annual Return Filed:

| File Year | Date Filed (YYYY/MM/DD) |
|------------------|--------------------------------|
| 2022 | 2022/11/14 |

Continued Under the Business Corporations Act on: 1982/12/23 YYYY/MM/DD

Filing History:

| List Date (YYYY/MM/DD) | Type of Filing |
|-------------------------------|---|
| 2005/07/27 | Name/Structure Change Alberta Corporation |
| 2016/11/09 | Change Address |
| 2020/02/18 | Update BN |
| 2020/04/06 | Change Director / Shareholder |
| 2022/11/14 | Enter Annual Returns for Alberta and Extra-Provincial Corp. |

Attachments:

| Attachment Type | Microfilm Bar Code | Date Recorded (YYYY/MM/DD) |
|------------------------|---------------------------|-----------------------------------|
|------------------------|---------------------------|-----------------------------------|

| | | |
|---|-------------------|------------|
| Share Structure | ELECTRONIC | 2005/07/27 |
| Other Rules or Provisions | ELECTRONIC | 2005/07/27 |
| Letter - Spelling Error | 10000007122083498 | 2016/06/09 |

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.





Extraprovincial Company Summary For RAMBRIDGE STRUCTURE & DESIGN LTD.

Date and Time of Search: March 03, 2023 01:41 PM Pacific Time
Currency Date: September 20, 2022

ACTIVE

Registration Number in BC: A0099149
Name of Extraprovincial Company: RAMBRIDGE STRUCTURE & DESIGN LTD.
Business Number: 104392055 BC0001
Registration Date and Time: Registered in British Columbia on June 10, 2016 12:25 PM Pacific Time
Last Annual Report Filed: Not Required Receiver: No

FOREIGN JURISDICTION INFORMATION

Identifying Number in Foreign Jurisdiction: 202191250 Name in Foreign Jurisdiction: RAMBRIDGE STRUCTURE & DESIGN LTD.
Date of Incorporation, Continuation or Amalgamation in Foreign Jurisdiction: December 19, 1979 Foreign Jurisdiction: ALBERTA

HEAD OFFICE INFORMATION

Mailing Address: 8-8009 57 STREET SE CALGARY AB T2C 5K7 CANADA
Delivery Address: 8-8009 57 STREET SE CALGARY AB T2C 5K7 CANADA

ATTORNEY INFORMATION

Last Name, First Name, Middle Name: CICCONE, FRANK
Mailing Address: 104, 1772 BROADWAY STREET PORT COQUITLAM BC V3C 2M8 CANADA
Delivery Address: 104, 1772 BROADWAY STREET PORT COQUITLAM BC V3C 2M8 CANADA

DIRECTOR INFORMATION

Directors are not recorded for extraprovincial registration types. Go to the incorporating jurisdiction for director information.

Government of Alberta ■ Trade Name / Partnership Search Corporate Registration System

Date of Search: 2023/03/03
Time of Search: 02:42 PM
Service Request No: 39287938
Customer Reference No: 04407911-10917716

Registration No: TN8433005
Current Business Name: RAMBRIDGE WHOLESALE SUPPLY
Status of Business Name: Active
Trade Name / Partnership Type: Trade Name
Commencement Date: 1999/08/24 YYYY/MM/DD
Date of Registration: 1999/08/24 YYYY/MM/DD
Type of Business: HORTICULTURAL PRODUCTS

Current Declarant:

Last/Legal Entity Name: RAMBRIDGE STRUCTURE & DESIGN LTD.
Street: 202, 703 - 6TH AVENUE S.W.
City: CALGARY
Province: ALBERTA
Postal Code: T2P0T9

Other Information:

Filing History:

| List Date | Type of Filing |
|------------|---------------------|
| 1999/08/24 | Register Trade Name |

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



This is Exhibit "B"
referenced in the Affidavit of

ALICE CHAN

sworn before me on this 7 day of March 2023



A Commissioner for Oaths in and for Alberta

BARBARA E. HUTMAN
MY COMMISSION EXPIRES
DECEMBER 28, 2024



ROYAL BANK OF CANADA CREDIT AGREEMENT

DATE: February 23, 2022

| | |
|--|--------------------------|
| BORROWER: RAMBRIDGE STRUCTURE & DESIGN LTD. | SRF: 874904204 |
| ADDRESS (Street, City/Town, Province, Postal Code) 8009 57 STREET SE BAY 8 CALGARY, AB T2C 5K7 | |

Royal Bank of Canada (the “**Bank**”) hereby confirms to the undersigned (the “**Borrower**”) the following credit facilities (the “**Credit Facilities**”), banking services and other products subject to the terms and conditions set forth below and in the standard terms provided herewith (collectively the “**Agreement**”). The Credit Facilities are made available at the sole discretion of the Bank and the Bank may cancel or restrict availability of any unutilized portion of these facilities at any time and from time to time without notice.

CREDIT FACILITIES

Facility #1 Revolving demand facility in the amount of \$3,500,000.00, available by way of RBP based loans.
Minimum retained balance \$0.00
Revolved by the Bank in increments of \$5,000.00
Interest rate: RBP + 1.00% per annum. Interest payable monthly, in arrears, on the same day each month as determined by the Bank.
Margined: Yes [X] No []

Facility #2 Revolving lease line of credit in the amount of \$250,000.00. Leases will be governed by this Agreement and separate agreements between the Borrower and the Bank. In the event of a conflict between this Agreement and any such separate agreement, the terms of the separate agreement will govern. The determination by the Bank as to whether it will enter into any Lease will be entirely at its sole discretion.

Facility #3 Lease facility (non-revolving) fully drawn in the amount of \$1,100,000.00. Leases will be governed by this Agreement and separate agreements between the Borrower and the Bank. In the event of a conflict between this Agreement and any such separate agreement, the terms of the separate agreement will govern. The determination by the Bank as to whether it will enter into any Lease will be entirely at its sole discretion.

OTHER FACILITIES

The Credit Facilities are in addition to the following facilities (the “**Other Facilities**”). The Other Facilities will be governed by this Agreement and separate agreements between the Borrower and the Bank. In the event of a conflict between this Agreement and any such separate agreement, the terms of the separate agreement will govern.

- a) Credit Card to a maximum amount of \$75,000.00 available in Canadian currency and US currency.

SECURITY

Security for the Borrowings and all other obligations of the Borrower to the Bank, including without limitation any amounts outstanding under any Leases, if applicable, (collectively, the “**Security**”), shall include:

- a) Guarantee and postponement of claim on the Bank’s form 812 in the amount of \$2,400,000.00 signed by Brent Parker;
- b) General security agreement on the Bank’s form 924 signed by the Borrower constituting a first ranking security interest in all personal property of the Borrower;
- c) Deed of movable hypothec (all present and future obligations) on the Bank’s form 890 in the amount of \$2,000,000.00 signed by the Borrower constituting a first ranking hypothec on the universality of all present and future debts and claims of the Borrower;

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- d) Assignment under section 427 of the Bank Act (Canada) granted by the Borrower constituting a first charge on all inventory of the Borrower.

FEES

Facility #1 management fee of \$500.00 payable in arrears on the same day each month.

MARGIN REQUIREMENTS

Margin to be established at the end of each month. Total Borrowings outstanding under all revolving demand facilities indicated as Margined must not exceed at any time the aggregate of the following, less Potential Prior-Ranking Claims:

- a) 75.00% of Good Canadian Accounts Receivable;
- b) 75.00% of Good US Accounts Receivable;
- c) to a maximum of \$1,500,000.00, 50.00% of the lesser of cost or net realizable value of Finished Goods Inventory.

REPORTING REQUIREMENTS

The Borrower will provide to the Bank:

- a) monthly Borrowing Limit Certificate, substantially in the format included herein, signed on behalf of the Borrower by any one of the Chief Executive Officer, the President, the Vice-President Finance, the Treasurer, the Comptroller, the Chief Accountant or any other employee of the Borrower holding equivalent office, within 30 days of each month end;
- b) monthly aged list of accounts receivable, aged list of accounts payable, listing of inventory and listing of Potential Prior-Ranking Claims for the Borrower, within 20 days of each month end;
- c) monthly company prepared financial statements for the Borrower, within 20 days of each month end;
- d) annual review engagement financial statements for the Borrower, within 120 days of each fiscal year end;
- e) biennial personal statement of affairs for all Guarantors, who are individuals, within 120 days of the end of every second fiscal year of the Borrower, commencing with the fiscal year ending in 2022;
- f) such other financial and operating statements and reports as and when the Bank may reasonably require.

OTHER INFORMATION/REQUIREMENTS

- a) No Lease will be made available to the Borrower unless it meets the leasing criteria established by the Bank and the Bank has received such documentation in respect thereof as may be required by the Bank.

BUSINESS LOAN INSURANCE PLAN

The Borrower hereby acknowledges that the Bank has offered it group creditor insurance coverage on the Borrowings under the Business Loan Insurance Plan and the Borrower hereby acknowledges that it is the Borrower's responsibility to apply for any new or increased insurance amount for the Borrowings that may be eligible.

If the Borrower decides to apply for insurance on the Borrowings, the application will be made via the Bank's Business Loan Insurance Plan application (form 3460 ENG or 53460 FRE). If the Borrower has existing uninsured Borrowings and decides not to apply for Business Loan Insurance Plan coverage on any new Borrowings, it hereby acknowledges that the Bank may accept the Borrower's signature below as the Borrower's waiver of the Bank's offer to apply for Business Loan Insurance Plan coverage on all such Borrowings, and that all such Borrowings are not insured under the Policy as at the date of acceptance of this Agreement.

If the Borrower has Business Loan Insurance Plan coverage on previously approved Borrowings, such coverage will be applied automatically to all new Borrowings eligible for Business Loan Insurance Plan coverage that share the same loan account number, up to the approved amount of Business Loan Insurance Plan coverage. This Agreement cannot be used to waive coverage on new Borrowings eligible for Business Loan Insurance Plan coverage if Business Loan Insurance Plan coverage is in effect on the Borrower's existing Borrowings. If the Borrower does not want Business Loan Insurance Plan coverage to apply to any new Borrowings, a different loan account number will need to be set up and all uninsured loans attached to it.

If the Borrower has existing Borrowings to which Business Loan Insurance Plan coverage applies, and any new

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Borrowings would exceed the approved amount of Business Loan Insurance Plan coverage already in place, the Borrower must apply for additional Business Loan Insurance Plan coverage (if eligible) in order for Business Loan Insurance Plan coverage to apply to any new Borrowings. If the Borrower decides not to apply for additional Business Loan Insurance Plan coverage in respect of any new Borrowings (if eligible), the Borrower hereby acknowledges that the Bank may accept the Borrower's signature below as the Borrower's waiver of the Bank's offer to apply for additional Business Loan Insurance Plan coverage on such new Borrowings and that such new Borrowings are not insured under the Policy as at the date the Borrower executes this Agreement.

If there are any discrepancies between the insurance information in this Agreement and the Business Loan Insurance Plan documents regarding the Borrowings, the Business Loan Insurance Plan documents govern.

Business Loan Insurance Plan premiums (plus applicable taxes), will be taken as a separate payment, directly from the bank account associated with the loan, at the same frequency and schedule as your regular loan payments, where applicable. As premiums are based on the outstanding loan balance and the insured person's age at the time the premiums are due, the cost of Business Loan Insurance Plan coverage may increase during the term of the loan. The premium calculation is set out in the Business Loan Insurance Plan terms and conditions provided to the Borrower at the time the application for Business Loan Insurance Plan coverage was completed. Refer to the terms and conditions (form 3460 ENG or 53460 FRE) for further explanation and disclosure.

STANDARD TERMS

The following standard terms have been provided to the Borrower:

- Form 472 (11/2020) Royal Bank of Canada Credit Agreement – Standard Terms
- Form 473 (02/2020) Royal Bank of Canada Credit Agreement – Margined Accounts Standard Terms
- Form 473A (06/2021) Royal Bank of Canada Credit Agreement – RBC Covarity Terms and Conditions
- Form 473B (02/2020) Royal Bank of Canada Credit Agreement – Margined Accounts Standard Terms

ACCEPTANCE

This Agreement is open for acceptance until March 25, 2022, after which date it will be null and void, unless extended by the Bank in its sole discretion.

ROYAL BANK OF CANADA



Per: _____
Title: Vice President

RBC Contact: RAJESH BRIAH

/bd

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CONFIRMATION & ACCEPTANCE

The Borrower (i) confirms that it has received a copy of the Royal Bank of Canada Credit Agreement Standard Terms, Form 472, as well as all other standard terms which are hereinabove shown as having been delivered to the Borrower, all of which are incorporated in and form an integral part of this Agreement; and (ii) accepts and agrees to be bound by the terms and conditions of this Agreement including all terms and conditions contained in such standard terms.

Confirmed, accepted and agreed this 23RD day of FEBRUARY, 2022

RAMBRIDGE STRUCTURE & DESIGN LTD.

Per: _____
Name: BRENT PARTER
Title: PRGSDENT

Per: _____
Name: _____
Title: _____

I/We have the authority to bind the Borrower

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Royal Bank of Canada
 Commercial Financial Services
 1333 32nd Avenue NE
 Calgary AB T2E 7Z5

August 17, 2022

Private and Confidential

RAMBRIDGE STRUCTURE & DESIGN LTD.

Unit 150 - 7880 66 Street SE
 Calgary, Alberta
 T2C 5V2

ROYAL BANK OF CANADA (the “**Bank**”) hereby confirms the credit facilities described below (the “**Credit Facilities**”) subject to the terms and conditions set forth below and in the attached Terms & Conditions and Schedules (collectively the “**Agreement**”). This Agreement amends and restates without novation the existing agreement dated February 23, 2022 and any amendments thereto. Any amount owing by the Borrower to the Bank under such previous agreement is deemed to be a Borrowing under this Agreement. Any and all security that has been delivered to the Bank and is set forth as Security below, shall remain in full force and effect, is expressly reserved by the Bank and, unless expressly indicated otherwise, shall apply in respect of all obligations of the Borrower under the Credit Facilities. Unless otherwise provided, all dollar amounts are in Canadian currency.

The Bank reserves all of its rights and remedies at any time and from time to time in connection with any or all breaches, defaults or Events of Default now existing or hereafter arising under this Agreement or any other agreement delivered to the Bank, and whether known or unknown, and this Agreement shall not be construed as a waiver of any such breach, default or Event of Default.

BORROWER: Rambridge Structure & Design Ltd. (the “**Borrower**”)

CREDIT FACILITIES

Facility #1: \$2,800,000.00 revolving demand facility by way of:

a) RBP based loans (“**RBP Loans**”)

| | | | |
|---------------------------|------------|----------------------------|-------------|
| Revolve in increments of: | \$5,000.00 | Minimum retained balance: | \$0.00 |
| Revolved by: | Bank | Interest rate (per annum): | RBP + 1.00% |

b) Letters of Guarantee in Canadian currency or US currency (“**LGs**”)

Fees to be advised on a transaction-by-transaction basis. Fees and drawings to be charged to Borrower’s accounts. Minimum fee of \$100.00 in the currency of issue (where in Canadian currency or US currency).

AVAILABILITY

The Borrower may borrow, convert, repay and reborrow up to the amount of this facility provided this facility is made available at the sole discretion of the Bank and the Bank may cancel or restrict the availability of any unutilized portion at any time and from time to time without notice.

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Borrowings outstanding under this facility must not exceed at any time the aggregate of the following, less Potential Prior-Ranking Claims (the "**Borrowing Limit**"):

- a) 75% of Good Canadian/US Accounts Receivable;
- b) to a maximum of \$1,800,000.00, 50% of the lesser of cost or net realizable value of Finished Goods Inventory.

REPAYMENT

Notwithstanding compliance with the covenants and all other terms and conditions of this Agreement, and regardless of the maturities of any outstanding instruments or contracts, Borrowings under this facility are repayable on demand.

GENERAL ACCOUNT

The Borrower shall establish a current account with the Bank (the "**General Account**") for the conduct of the Borrower's day-to-day banking business. The Borrower authorizes the Bank daily or otherwise as and when determined by the Bank, to ascertain the balance of the General Account and:

- a) if such position is a debit balance the Bank may, subject to the revolving increment amount and minimum retained balance specified in this Agreement, make available a Borrowing by way of RBP Loans under this facility;
- b) if such position is a credit balance, where the facility is indicated to be Bank revolved, the Bank may, subject to the revolving increment amount and minimum retained balance specified in this Agreement, apply the amount of such credit balance or any part as a repayment of any Borrowings outstanding by way of RBP Loans under this facility.

Facility #2: \$200,000.00 non-revolving term facility by way of:

- a) RBP Loans Interest rate (per annum) RBP + 1.00%

AVAILABILITY

The Borrower may borrow up to the amount of this term facility provided this facility is made available at the sole discretion of the Bank and the Bank may cancel or restrict availability of any unutilized portion of this facility at any time from time to time without notice.

REPAYMENT

| | | | |
|-----------------------|-------------------------|--------------------------------|--|
| Payment Amount: | \$33,333.33 | Payment Frequency: | Monthly |
| Payment Type: | Principal Plus Interest | First Payment date: | April 30, 2023 |
| | | | Interest only for 6 months starting October 31, 2022 to March 31, 2023 inclusive |
| Repayable in full on: | September 30, 2023 | Original Amortization (months) | 12 |

Facility #3: \$90,000.00 revolving lease line of credit by way of Leases. Leases will be governed by this Agreement and separate agreements between the Borrower and the Bank. In the event of a conflict between this Agreement and a separate agreement, the terms of the separate agreement will govern.

AVAILABILITY

The Borrower may borrow, repay and reborrow up to the amount of this facility provided this facility is made available at the sole discretion of the Bank and the Bank may cancel or restrict availability of any unutilized portion of this facility at any time from time to time without notice. The determination by the Bank as to whether it will enter into any Lease will be entirely at its sole discretion.

Facility #4: \$950,000.00 non-revolving lease facility by way of Leases. Leases will be governed by this Agreement and separate agreements between the Borrower and the Bank. In the event of a conflict between this Agreement and a separate agreement, the terms of the separate agreement will govern.

AVAILABILITY

The Borrower may borrow up to the amount of this facility provided this facility is made available at the sole discretion of the Bank and the Bank may cancel or restrict availability of any unutilized portion of this facility at any time from time to time without notice. The determination by the Bank as to whether it will enter into any Lease will be entirely at its sole discretion.

OTHER FACILITIES

The Credit Facilities are in addition to the following facilities (the “**Other Facilities**”). The Other Facilities will be governed by this Agreement and separate agreements between the Borrower and the Bank. In the event of a conflict between this Agreement and any such separate agreement, the terms of the separate agreement will govern.

- a) Credit Card to a maximum amount of \$75,000.00 available in Canadian currency and US currency.

FEES

Other Fees:

Renewal Fee:

If the Bank renews or extends any term facility or term loan beyond its Maturity Date, an additional renewal fee may be payable in connection with any such renewal in such amount as the Bank may determine and notify the Borrower.

SECURITY

Security for the Borrowings and all other obligations of the Borrower to the Bank, including, without limitation, any amounts outstanding under any Leases, if applicable, (collectively, the “**Security**”), shall include:

- a) General security agreement on the Bank’s form 924 signed by the Borrower constituting a first ranking security interest in all personal property of the Borrower;
- b) Deed of movable hypothec (all present and future obligations) on the Bank’s form 890 in the amount of \$2,000,000.00 signed by the Borrower constituting a first ranking hypothec on all assets of the Borrower;
- c) Assignment under section 427 of the *Bank Act* (Canada) granted by the Borrower constituting a first charge on all inventory of the Borrower;
- d) Guarantee and postponement of claim on the Bank’s form 812 in the amount of \$500,000.00 signed by Brent Parker and Christiana Parker, supported by a collateral mortgage in the amount of \$500,000.00 signed by Brent Parker and Christiana Parker constituting a second fixed charge on the lands and improvements located at Unit 605, 326 Mara Lake Lane, Sicamous, British Columbia; and
- e) Guarantee and postponement of claim on the Bank’s form 812 in the amount of \$2,400,000.00 signed by Brent Parker.

REPORTING REQUIREMENTS

The Borrower will provide the following to the Bank:

- a) monthly Borrowing Limit Certificate, substantially in the form of Schedule “F” signed on behalf of the Borrower by any one of the Chief Executive Officer, the President, the Vice-President Finance, the Treasurer, the Comptroller, the Chief Accountant or any other employee of the Borrower holding equivalent office, within 20 days of each month end;

- b) monthly aged list of accounts receivable, aged list of accounts payable, listing of inventory, and listing of Potential Prior-Ranking Claims for the Borrower, within 20 days of each month end;
- c) monthly company prepared financial statements for the Borrower, within 20 days of each month end;
- d) annual review engagement financial statements for the Borrower, within 90 days of each fiscal year end;
- e) biennial personal statement of affairs for all Guarantors, who are individuals, within 120 days of the end of every second fiscal year of the Borrower, commencing with the fiscal year ending in 2023; and
- f) such other financial and operating statements and reports as and when the Bank may reasonably require.

CONDITIONS PRECEDENT

In no event will the Credit Facilities or any part thereof be available unless the Bank has received:

- a) a duly executed copy of this Agreement;
- b) the Security provided for herein, registered, as required, to the satisfaction of the Bank;
- c) such financial and other information or documents relating to the Borrower or any Guarantor if applicable as the Bank may reasonably require; and
- d) such other authorizations, approvals, opinions and documentation as the Bank may reasonably require.

Additionally:

- e) all documentation to be received by the Bank shall be in form and substance satisfactory to the Bank; and
- f) no Lease will be made available to the Borrower unless it meets the leasing criteria established by the Bank and the Bank has received such documentation in respect thereof as may be required by the Bank.

BUSINESS LOAN INSURANCE PLAN

The Borrower hereby acknowledges that the Bank has offered it group creditor insurance coverage on the Borrowings under the Business Loan Insurance Plan and the Borrower hereby acknowledges that it is the Borrower's responsibility to apply for any new or increased insurance amount for the Borrowings that may be eligible.

If the Borrower decides to apply for insurance on the Borrowings, the application will be made via the Bank's Business Loan Insurance Plan application (form 3460 ENG or 53460 FRE). If the Borrower has existing uninsured Borrowings and decides not to apply for Business Loan Insurance Plan coverage on any new Borrowings, it hereby acknowledges that the Bank may accept the Borrower's signature below as the Borrower's waiver of the Bank's offer to apply for Business Loan Insurance Plan coverage on all such Borrowings, and that all such Borrowings are not insured under the Policy as at the date of acceptance of this Agreement.

If the Borrower has Business Loan Insurance Plan coverage on previously approved Borrowings, such coverage will be applied automatically to all new Borrowings eligible for Business Loan Insurance Plan coverage that share the same loan account number, up to the approved amount of Business Loan Insurance Plan coverage. This Agreement cannot be used to waive coverage on new Borrowings eligible for Business Loan Insurance Plan coverage if Business Loan Insurance Plan coverage is in effect on the Borrower's existing Borrowings. If the Borrower does not want Business Loan Insurance Plan coverage to apply to any new Borrowings, a different loan account number will need to be set up and all uninsured loans attached to it.

If the Borrower has existing Borrowings to which Business Loan Insurance Plan coverage applies, and any new Borrowings would exceed the approved amount of Business Loan

Insurance Plan coverage already in place, the Borrower must apply for additional Business Loan Insurance Plan coverage (if eligible) in order for Business Loan Insurance Plan coverage to apply to any new Borrowings. If the Borrower decides not to apply for additional Business Loan Insurance Plan coverage in respect of any new Borrowings (if eligible), the Borrower hereby acknowledges that the Bank may accept the Borrower's signature below as the Borrower's waiver of the Bank's offer to apply for additional Business Loan Insurance Plan coverage on such new Borrowings and that such new Borrowings are not insured under the Policy as at the date the Borrower executes this Agreement.

If there are any discrepancies between the insurance information in this Agreement and the Business Loan Insurance Plan documents regarding the Borrowings, the Business Loan Insurance Plan documents govern.

Business Loan Insurance Plan premiums (plus applicable taxes), will be taken as a separate payment, directly from the bank account associated with the loan, at the same frequency and schedule as your regular loan payments, where applicable. As premiums are based on the outstanding loan balance and the insured person's age at the time the premiums are due, the cost of Business Loan Insurance Plan coverage may increase during the term of the loan. The premium calculation is set out in the Business Loan Insurance Plan terms and conditions provided to the Borrower at the time the application for Business Loan Insurance Plan coverage was completed. Refer to the terms and conditions (form 3460 ENG or 53460 FRE) for further explanation and disclosure.

GOVERNING LAW JURISDICTION

Province of Alberta.

ACCEPTANCE

This Agreement is open for acceptance until September 17, 2022 after which date it will be null and void, unless extended by the Bank in its sole discretion.

ROYAL BANK OF CANADA



Per: _____
Title: Vice President

RBC Contact: Alice P. Chan

/vg

We acknowledge and accept the terms and conditions of this Agreement on this 23 day of August, 2022.

RAMBRIDGE STRUCTURE & DESIGN LTD.

Per: _____
Name: BRENT PARKER
Title: PROSEDENT

Per: Chris Parker
Name: _____
Title: Director Chris Parker

I/We have the authority to bind the Borrower

Attachments:

Terms and Conditions

Schedules:

- Definitions
- Calculation and Payment of Interest and Fees
- Additional Borrowing Conditions
- Borrowing Limit Certificate
- RBC Covarity Dashboard Terms and Conditions

TERMS AND CONDITIONS

The Bank is requested by the Borrower to make the Credit Facilities available to the Borrower in the manner and at the rates and times specified in this Agreement. Terms defined elsewhere in this Agreement and not otherwise defined in the Terms and Conditions below or the Schedules attached hereto have the meaning given to such terms as so defined. In consideration of the Bank making the Credit Facilities available, the Borrower agrees, and if the Borrower is comprised of more than one Person, such Persons jointly and severally agree, or in Quebec solidarily agree, with the Bank as follows:

REPAYMENT

Amounts outstanding under the Credit Facilities, together with interest, shall become due in the manner and at the rates and times specified in this Agreement and shall be paid in the currency of the Borrowing. Unless the Bank otherwise agrees, any payment hereunder must be made in money which is legal tender at the time of payment. In the case of a demand facility of any kind, the Borrower shall repay all principal sums outstanding under such facility upon demand including, without limitation, an amount equal to the face amount of all LGs which are unmaturred or unexpired, which amount shall be held by the Bank as security for the Borrower's obligations to the Bank in respect of such Borrowings. Where any Borrowings are repayable by scheduled blended payments, such payments shall be applied, firstly, to interest due, and the balance, if any, shall be applied to principal outstanding. If any such payment is insufficient to pay all interest then due, the unpaid balance of such interest will be added to such Borrowing, will bear interest at the same rate, and will be payable on demand or on the date specified herein, as the case may be. Borrowings repayable by way of scheduled payments of principal and interest shall be so repaid with any balance of such Borrowings being due and payable as and when specified in this Agreement. The Borrower shall ensure that the maturities of instruments or contracts selected by the Borrower when making Borrowings will be such so as to enable the Borrower to meet its repayment obligations. For any Borrowings that are repayable by scheduled payments, if the scheduled payment date is changed then the Maturity Date of the applicable Borrowings shall automatically be amended accordingly.

In the case of any reducing term loan and/or reducing term facility ("**Reducing Term Loan/Facility**"), provided that nothing contained in this paragraph shall confer any right of renewal or extension upon the Borrower, the Borrower and the Bank agree that, at the Bank's option, the Bank may provide a letter ("**Renewal Letter**") to the Borrower setting out the terms upon which the Bank is prepared to extend the Reducing Term Loan/Facility. In the event that the Bank provides a Renewal Letter to the Borrower and the Reducing Term Loan/Facility is not repaid on or before the Maturity Date of the applicable Reducing Term Loan/Facility, then at the Bank's option the Reducing Term Loan/Facility shall be automatically renewed on the terms set out in the Renewal Letter and the terms of this Agreement shall be amended accordingly.

PREPAYMENT

Where Borrowings are by way of RBP Loans, the Borrower may prepay such Borrowings in whole or in part without fee or premium.

The prepayment of any Borrowings under a term facility and/or any term loan will be made in the reverse order of maturity.

EVIDENCE OF INDEBTEDNESS

The Bank shall maintain accounts and records (the "**Accounts**") evidencing the Borrowings made available to the Borrower by the Bank under this Agreement. The Bank shall record the principal amount of such Borrowings, the payment of principal and interest on account of the Borrowings, and all other amounts becoming due to the Bank under this Agreement. The Accounts constitute, in the absence of manifest error, conclusive evidence of the indebtedness of the Borrower to the Bank pursuant to this Agreement. The Borrower authorizes and directs the Bank to automatically debit, by mechanical, electronic or manual means, any bank account of the Borrower for all amounts payable under this Agreement, including, but not limited to, the

repayment of principal and the payment of interest, fees and all charges for the keeping of such bank accounts.

GENERAL COVENANTS

Without affecting or limiting the right of the Bank to terminate or demand payment of, or cancel or restrict availability of any unutilized portion of, any demand or other discretionary facility, the Borrower covenants and agrees with the Bank that the Borrower:

- a) will pay all sums of money when due under the terms of this Agreement;
- b) will immediately advise the Bank of any event which constitutes or which, with notice, lapse of time or both, would constitute a breach of any covenant or other term or condition of this Agreement or any Security or an Event of Default;
- c) will file all material tax returns which are or will be required to be filed by it, pay or make provision for payment of all material taxes (including interest and penalties) and Potential Prior-Ranking Claims, which are or will become due and payable and provide adequate reserves for the payment of any tax, the payment of which is being contested;
- d) will give the Bank 30 days prior notice in writing of any intended change in its ownership structure or composition and will not make or facilitate any such changes without the prior written consent of the Bank;
- e) will comply with all Applicable Laws, including, without limitation, all Environmental and Health and Safety Laws;
- f) will immediately advise the Bank of any action requests or violation notices received concerning the Borrower and hold the Bank harmless from and against any losses, costs or expenses which the Bank may suffer or incur for any environment related liabilities existent now or in the future with respect to the Borrower;
- g) will deliver to the Bank such financial and other information as the Bank may reasonably request from time to time, including, but not limited to, the reports and other information set out under Reporting Requirements;
- h) will immediately advise the Bank of any unfavourable change in its financial position which may adversely affect its ability to pay or perform its obligations in accordance with the terms of this Agreement;
- i) will keep its assets fully insured against such perils and in such manner as would be customarily insured by Persons carrying on a similar business or owning similar assets and, in addition, for any buildings located in areas prone to flood and/or earthquake, will insure and keep fully insured such buildings against such perils;
- j) except for Permitted Encumbrances, will not, without the prior written consent of the Bank, grant, create, assume or suffer to exist any mortgage, charge, lien, pledge, security interest or other encumbrance affecting any of its properties, assets or other rights;
- k) will not, without the prior written consent of the Bank, sell, transfer, convey, lease or otherwise dispose of any of its properties or assets other than in the ordinary course of business and on commercially reasonable terms;
- l) will not, without the prior written consent of the Bank, guarantee or otherwise provide for, on a direct, indirect or contingent basis, the payment of any monies or performance of any obligations by any other Person, except as may be provided for herein;
- m) will not, without the prior written consent of the Bank, merge, amalgamate, or otherwise enter into any other form of combination with any other Person;
- n) will permit the Bank or its representatives, from time to time, i) to visit and inspect the Borrower's premises, properties and assets and examine and obtain copies of the Borrower's records or other information, ii) to collect information from any entity regarding any Potential Prior-Ranking Claims and iii) to discuss the Borrower's affairs with the auditors, counsel and other professional advisers of the Borrower. The Borrower hereby authorizes and directs any such third party to provide to the Bank or its representatives all such information, records or documentation requested by the Bank; and
- o) will not use the proceeds of any Credit Facility for the benefit or on behalf of any Person other than the Borrower.

FEES, COSTS AND EXPENSES

The Borrower agrees to pay the Bank all fees stipulated in this Agreement and all fees charged by the Bank relating to the documentation or registration of this Agreement and the Security. In

addition, the Borrower agrees to pay all fees (including legal fees), costs and expenses incurred by the Bank in connection with the preparation, negotiation, documentation and registration of this Agreement and any Security and the administration, operation, termination, enforcement or protection of its rights in connection with this Agreement and the Security. The Borrower shall indemnify and hold the Bank harmless against any loss, cost or expense incurred by the Bank if any facility under the Credit Facilities is repaid or prepaid other than on its Maturity Date. The determination by the Bank of such loss, cost or expense shall be conclusive and binding for all purposes and shall include, without limitation, any loss incurred by the Bank in liquidating or redeploying deposits acquired to make or maintain any facility.

GENERAL INDEMNITY

The Borrower hereby agrees to indemnify and hold the Bank and its directors, officers, employees and agents harmless from and against any and all claims, suits, actions, demands, debts, damages, costs, losses, obligations, judgements, charges, expenses and liabilities of any nature which are suffered, incurred or sustained by, imposed on or asserted against any such Person as a result of, in connection with or arising out of i) any breach of any term or condition of this Agreement or any Security or any other agreement delivered to the Bank by the Borrower or any Guarantor if applicable, or any Event of Default, ii) the Bank acting upon instructions given or agreements made by electronic transmission of any type, iii) the presence of Contaminants at, on or under or the discharge or likely discharge of Contaminants from, any properties now or previously used by the Borrower or any Guarantor and iv) the breach of or non compliance with any Applicable Law by the Borrower or any Guarantor.

AMENDMENTS AND WAIVERS

Save and except for any waiver or extension of the deadline for acceptance of this Agreement at the Bank's sole discretion, which may be communicated in writing, verbally, or by conduct, no amendment or waiver of any provision of this Agreement will be effective unless it is in writing, signed by the Borrower and the Bank. No failure or delay, on the part of the Bank, in exercising any right or power hereunder or under any Security or any other agreement delivered to the Bank shall operate as a waiver thereof. Each Guarantor, if applicable, agrees that the amendment or waiver of any provision of this Agreement (other than agreements, covenants or representations expressly made by any Guarantor herein, if any) may be made without and does not require the consent or agreement of, or notice to, any Guarantor. Any amendments requested by the Borrower will require review and agreement by the Bank and its counsel. Costs related to this review will be for the Borrower's account.

SUCCESSORS AND ASSIGNS

This Agreement shall extend to and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. The Borrower shall not be entitled to assign or transfer any rights or obligations hereunder, without the consent in writing of the Bank. The Bank may assign or transfer all or any part of its rights and obligations under this Agreement to any Person. The Bank may disclose to potential or actual assignees or transferees confidential information regarding the Borrower and any Guarantor if applicable, (including, any such information provided by the Borrower, and any Guarantor if applicable, to the Bank) and shall not be liable for any such disclosure.

GAAP

Unless otherwise provided, all accounting terms used in this Agreement shall be interpreted in accordance with Canadian Generally Accepted Accounting Principles, as appropriate, for publicly accountable enterprises, private enterprises, not-for-profit organizations, pension plans and in accordance, as appropriate, with Public Sector Accounting Standards for government organizations in effect from time to time, applied on a consistent basis from period to period. All financial statements and/or reports shall be prepared using one of the above bases of presentation, as appropriate. Except for the transition of accounting standards in Canada, any change in accounting principles or the application of accounting principles is only permitted with the prior written consent of the Bank.

SEVERABILITY

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement and such invalid provision shall be deemed to be severable.

GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of the Province identified in the Governing Law Jurisdiction section of this Agreement and the laws of Canada applicable therein. The Borrower irrevocably submits to the non-exclusive jurisdiction of the courts of such Province and acknowledges the competence of such courts and irrevocably agrees to be bound by a judgment of any such court.

DEFAULT BY LAPSE OF TIME

The mere lapse of time fixed for performing an obligation shall have the effect of putting the Borrower, or a Guarantor if applicable, in default thereof.

SET-OFF

The Bank is authorized (but not obligated), at any time and without notice, to apply any credit balance (whether or not then due) in any account in the name of the Borrower, or to which the Borrower is beneficially entitled (in any currency) at any branch or agency of the Bank in or towards satisfaction of the indebtedness of the Borrower due to the Bank under the Credit Facilities and the other obligations of the Borrower under this Agreement. For that purpose, the Bank is irrevocably authorized to use all or any part of any such credit balance to buy such other currencies as may be necessary to effect such application.

NOTICES

Any notice or demand to be given by the Bank shall be given in writing by way of a letter addressed to the Borrower. If the letter is sent by telecopier, it shall be deemed received on the date of transmission, provided such transmission is sent prior to 5:00 p.m. on a day on which the Borrower's business is open for normal business, and otherwise on the next such day. If the letter is sent by ordinary mail to the address of the Borrower, it shall be deemed received on the date falling five (5) days following the date of the letter, unless the letter is hand-delivered to the Borrower, in which case the letter shall be deemed to be received on the date of delivery. The Borrower must advise the Bank at once about any changes in the Borrower's address.

CONSENT OF DISCLOSURE

The Borrower hereby grants permission to any Person having information in such Person's possession relating to any Potential Prior-Ranking Claim, to release such information to the Bank (upon its written request), solely for the purpose of assisting the Bank to evaluate the financial condition of the Borrower.

NON-MERGER

The provisions of this Agreement shall not merge with any Security provided to the Bank, but shall continue in full force for the benefit of the parties hereto.

JOINT AND SEVERAL

Where more than one Person is liable as Borrower or Guarantor if applicable for any obligation under this Agreement, then the liability of each such Person for such obligation is joint and several (in Quebec, solidarily) with each other such Person.

COUNTERPART EXECUTION

This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together constitute one and the same instrument.

ELECTRONIC MAIL AND FAX TRANSMISSION

The Bank is entitled to rely on any agreement, document or instrument provided to the Bank by the Borrower or any Guarantor as applicable, by way of electronic mail or fax transmission as

though it were an original document. The Bank is further entitled to assume that any communication from the Borrower received by electronic mail or fax transmission is a reliable communication from the Borrower.

ELECTRONIC IMAGING

The parties hereto agree that, at any time, the Bank may convert paper records of this Agreement and all other documentation delivered to the Bank (each, a "**Paper Record**") into electronic images (each, an "**Electronic Image**") as part of the Bank's normal business practices. The parties agree that each such Electronic Image shall be considered as an authoritative copy of the Paper Record and shall be legally binding on the parties and admissible in any legal, administrative or other proceeding as conclusive evidence of the contents of such document in the same manner as the original Paper Record.

REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Bank that:

- a) if applicable, it is duly constituted, validly existing and duly registered or qualified to carry on business or its operations in all jurisdictions where the nature of its properties, assets, business or operations make such registration or qualification necessary or desirable;
- b) the execution, delivery and performance by it of this Agreement do not violate any Applicable Laws or agreements to which it is subject or by which it is bound, and where applicable, have been duly authorized by all necessary actions and do not violate its constating documents;
- c) no event has occurred which constitutes, or which, with notice, lapse of time, or both, would constitute, a breach of any covenant or other term or condition of this Agreement or any Security or any other agreement delivered to the Bank or an Event of Default;
- d) there is no claim, action, prosecution or other proceeding of any kind pending or threatened against it or any of its assets or properties before any court or administrative agency which relates to any non-compliance with any Environmental and Health and Safety Laws which, if adversely determined, might have a material adverse effect upon its financial condition or operations or its ability to perform its obligations under this Agreement or any Security, and there are no circumstances of which it is aware which might give rise to any such proceeding which it has not fully disclosed to the Bank; and
- e) it has good and marketable title to all of its properties and assets, free and clear of any encumbrances, other than as may be provided for herein.

Representations and warranties are deemed to be repeated as at the time of each Borrowing and/or the entering into each Lease, if applicable, hereunder.

LANGUAGE

The parties hereto have expressly requested that this Agreement and all related documents, including notices, be drawn up in the English language. Les parties ont expressément demandé que la présente convention et tous les documents y afférents, y compris les avis, soient rédigés en langue anglaise.

WHOLE AGREEMENT

This Agreement and any documents or instruments referred to in, or delivered pursuant to, or in connection with, this Agreement constitute the whole and entire agreement between the Borrower and the Bank with respect to the Credit Facilities.

EXCHANGE RATE FLUCTUATIONS

If, for any reason, the amount of Borrowings and/or Leases, if applicable, outstanding under any facility in a currency other than Canadian currency, when converted to the Equivalent Amount in Canadian currency, exceeds the amount available under such facility, the Borrower shall immediately repay such excess or shall secure such excess to the satisfaction of the Bank.

JUDGEMENT CURRENCY

If for the purpose of obtaining judgement in any court in any jurisdiction with respect to this Agreement, it is necessary to convert into the currency of such jurisdiction (the "**Judgement Currency**") any amount due hereunder in any currency other than the Judgement Currency, then

conversion shall be made at the rate of exchange prevailing on the Business Day before the day on which judgement is given. For this purpose "rate of exchange" means the rate at which the Bank would, on the relevant date, be prepared to sell a similar amount of such currency in the Toronto foreign exchange market, against the Judgement Currency, in accordance with normal banking procedures.

In the event that there is a change in the rate of exchange prevailing between the Business Day before the day on which judgement is given and the date of payment of the amount due, the Borrower will, on the date of payment, pay such additional amounts as may be necessary to ensure that the amount paid on such date is the amount in the Judgement Currency which, when converted at the rate of exchange prevailing on the date of payment, is the amount then due under this Agreement in such other currency together with interest at RBP and expenses (including legal fees on a solicitor and client basis). Any additional amount due from the Borrower under this section will be due as a separate debt and shall not be affected by judgement being obtained for any other sums due under or in respect of this Agreement.

EVENTS OF DEFAULT

Without affecting or limiting the right of the Bank to terminate or demand payment of, or to cancel or restrict availability of any unutilized portion of, any demand or other discretionary facility, each of the following shall constitute an "Event of Default" which shall entitle the Bank, in its sole discretion, to cancel any Credit Facilities, demand immediate repayment in full of any amounts outstanding under any term facility, together with outstanding accrued interest and any other indebtedness under or with respect to any term facility, and to realize on all or any portion of any Security:

- a) failure of the Borrower to pay any principal, interest or other amount when due pursuant to this Agreement;
- b) failure of the Borrower, or any Guarantor if applicable, to observe any covenant, term or condition contained in this Agreement, the Security, or any other agreement delivered to the Bank or in any documentation relating hereto or thereto;
- c) the Borrower, or any Guarantor if applicable, is unable to pay its debts as such debts become due, or is, or is adjudged or declared to be, or admits to being, bankrupt or insolvent;
- d) if any proceeding is taken to effect a compromise or arrangement with the creditors of the Borrower, or any Guarantor if applicable, or to have the Borrower, or any Guarantor if applicable, declared bankrupt or wound up, or to have a receiver appointed for any part of the assets or operations of the Borrower, or any Guarantor if applicable, or if any encumbrancer takes possession of any part thereof;
- e) if in the opinion of the Bank there is a material adverse change in the financial condition, ownership or operation of the Borrower, or any Guarantor if applicable;
- f) if any representation or warranty made by the Borrower, or any Guarantor if applicable, under this Agreement or in any other document relating hereto or under any Security shall be false in any material respect; or
- g) if the Borrower, or any Guarantor if applicable, defaults in the payment of any other indebtedness, whether owing to the Bank or to any other Person, or defaults in the performance or observance of any agreement in respect of such indebtedness where, as a result of such default, the maturity of such indebtedness is or may be accelerated.

Should the Bank demand immediate repayment in full of any amounts outstanding under any term facility due to an Event of Default, the Borrower shall immediately repay all principal sums outstanding under such facility and all other obligations in connection with any such term facility.

INCREASED COSTS

If any change in Applicable Laws or the interpretation thereof after the date hereof (i) imposes or increases taxes on payments due to the Bank hereunder (other than taxes on the overall net income of the Bank), (ii) imposes or increases any reserve or other similar requirement or (iii) imposes or changes any other condition affecting the Credit Facilities, and the result of any of the foregoing results in any additional cost to the Bank of making available, continuing or maintaining any of the Credit Facilities hereunder (or maintaining any obligations to make any such Credit Facilities available hereunder) or results in any reduction in the amount of any sum

received or receivable by the Bank in connection with this Agreement or the Credit Facilities made available hereunder, then from time to time, upon written request of the Bank, the Borrower shall promptly pay to the Bank, such additional amount or amounts as will compensate the Bank for any such additional costs incurred or reduction suffered.

CONFIDENTIALITY

This Agreement and all of its terms are confidential (“**Confidential Information**”). The Borrower shall keep the Confidential Information confidential and will not disclose the Confidential Information, or any part thereof, to any Person other than the Borrower’s directors, officers, employees, agents, advisors, contractors, consultants and other representatives of the Borrower who need to know the Confidential Information for the purpose of this Agreement, who shall be informed of the confidential nature of the Confidential Information and who agree or are otherwise bound to treat the Confidential Information consistent with the terms of this Agreement. Without limiting the generality of the foregoing, the Borrower shall not issue any press release or make any other public announcement or filing with respect to the Confidential Information without the Bank’s prior written consent.

Schedule "A"

DEFINITIONS

For the purpose of this Agreement, if applicable, the following terms and phrases shall have the following meanings:

"Applicable Laws" means, with respect to any Person, property, transaction or event, all present or future applicable laws, statutes, regulations, rules, policies, guidelines, rulings, interpretations, directives (whether or not having the force of law), orders, codes, treaties, conventions, judgements, awards, determinations and decrees of any governmental, quasi-governmental, regulatory, fiscal or monetary body or agency or court of competent jurisdiction in any applicable jurisdiction;

"Borrowing" means each use of a Credit Facility, excluding Leases, and all such usages outstanding at any time are **"Borrowings"**;

"Business Day" means a day, excluding Saturday, Sunday and any other day which shall be a legal holiday or a day on which banking institutions are closed throughout Canada;

"Business Loan Insurance Plan" means the optional group creditor insurance coverage, underwritten by Sun Life Assurance Company of Canada, and offered in connection with eligible loan products offered by the Bank;

"Canadian/US Accounts Receivable" means trade accounts receivable of the Borrower owing by Persons whose chief operating activities are located in the US or Canada;

"Contaminant" includes, without limitation, any pollutant, dangerous substance, liquid waste, industrial waste, hazardous material, hazardous substance or contaminant including any of the foregoing as defined in any Environmental and Health and Safety Law;

"Environmental Activity" means any activity, event or circumstance in respect of a Contaminant, including, without limitation, its storage, use, holding, collection, purchase, accumulation, assessment, generation, manufacture, construction, processing, treatment, stabilization, disposition, handling or transportation, or its Release into the natural environment, including movement through or in the air, soil, surface water or groundwater;

"Environmental and Health and Safety Laws" means all Applicable Laws relating to the environment or occupational health and safety, or any Environmental Activity;

"Equivalent Amount" means, with respect to an amount of any currency, the amount of any other currency required to purchase that amount of the first mentioned currency through the Bank in Toronto, in accordance with normal banking procedures;

"Finished Goods Inventory" means the portion of the Borrower's Unencumbered Inventory that is classified as finished goods inventory;

"Good Canadian/US Accounts Receivable" means Canadian/US Accounts Receivable excluding (i) the entire amount of accounts, any portion of which is outstanding more than 90 days after billing date, provided that the under 90 day portion may be included where the over 90 day portion is less than 10% of the amount of accounts, or where the Bank has designated such portion as nevertheless good, (ii) all amounts due from any affiliate, (iii) bad or doubtful accounts, (iv) accounts subject to any security interest or other encumbrance ranking or capable of ranking in priority to the Bank's security, (v) the amount of all holdbacks, contra accounts or rights of set-off on the part of any account debtor, (vi) those trade accounts receivable included elsewhere in the Borrowing Limit calculation, or (vii) any accounts which the Bank has previously advised to be ineligible;

“Guarantor” means any Person who has guaranteed the obligations of the Borrower under this Agreement;

“Lease” means an advance of credit by the Bank to the Borrower by way of a Master Lease Agreement, Master Leasing Agreement, Leasing Schedule, Equipment Lease, Conditional Sales Contract, or pursuant to an Interim Funding Agreement or an Agency Agreement, in each case issued to the Borrower;

“Letter of Guarantee” or **“LG”** means a documentary credit issued by the Bank on behalf of the Borrower for the purpose of providing security to a third party that the Borrower or a person designated by the Borrower will perform a contractual obligation owed to such third party;

“Maturity Date” means the date on which a facility is due and payable in full;

“Permitted Encumbrances” means, in respect of the Borrower:

- a) liens arising by operation of law for amounts not yet due or delinquent, minor encumbrances on real property such as easements and rights of way which do not materially detract from the value of such property, and security given to municipalities and similar public authorities when required by such authorities in connection with the operations of the Borrower in the ordinary course of business; and
- b) Security granted in favour of the Bank;

“Person” includes an individual, a partnership, a joint venture, a trust, an unincorporated organization, a company, a corporation, an association, a government or any department or agency thereof, and any other incorporated or unincorporated entity;

“Policy” means the Business Loan Insurance Plan policy 5100, issued by Sun Life Assurance Company of Canada to the Bank;

“Potential Prior-Ranking Claims” means all amounts owing or required to be paid, where the failure to pay any such amount could give rise to a claim pursuant to any law, statute, regulation or otherwise, which ranks or is capable of ranking in priority to the Security or otherwise in priority to any claim by the Bank for repayment of any amounts owing under this Agreement;

“RBP” and **“Royal Bank Prime”** each means the annual rate of interest announced by the Bank from time to time as being a reference rate then in effect for determining interest rates on commercial loans made in Canadian currency in Canada;

“RBR” and **“Royal Bank US Base Rate”** each means the annual rate of interest announced by the Bank from time to time as a reference rate then in effect for determining interest rates on commercial loans made in US currency in Canada;

“Release” includes discharge, spray, inject, inoculate, abandon, deposit, spill, leak, seep, pour, emit, empty, throw, dump, place and exhaust, and when used as a noun has a similar meaning;

“Unencumbered Inventory” means inventory of the Borrower which is not subject to any security interest or other encumbrance or any other right or claim which ranks or is capable of ranking in priority to the Bank’s security including, without limitation, rights of unpaid suppliers to repossess inventory within 30 days after delivery and rights of unpaid farmers, fishermen and aquaculturalists in respect of any unpaid amounts for products sold and delivered within the previous 15 days, under the *Bankruptcy and Insolvency Act*, Canada;

“US” means United States of America.

Schedule "B"

CALCULATION AND PAYMENT OF INTEREST AND FEES

LIMIT ON INTEREST

The Borrower shall not be obligated to pay any interest, fees or costs under or in connection with this Agreement in excess of what is permitted by Applicable Law. In no event shall the effective interest rate payable by the Borrower under any facility be less than zero.

OVERDUE PAYMENTS

Any amount that is not paid when due hereunder shall, unless interest is otherwise payable in respect thereof in accordance with the terms of this Agreement or the instrument or contract governing same, bear interest until paid at the rate of RBP plus 5% per annum or the highest premium indicated for any of the Borrower's facilities when in excess of 5%, or, in the case of an amount in US currency if applicable, RBUSBR plus 5% per annum or the highest premium indicated for any of the Borrower's facilities when in excess of 5%. Such interest on overdue amounts shall be computed daily, compounded monthly and shall be payable both before and after any or all of default, maturity date, demand and judgement.

EQUIVALENT YEARLY RATES

The annual rates of interest or fees to which the rates calculated in accordance with this Agreement are equivalent, are the rates so calculated multiplied by the actual number of days in the calendar year in which such calculation is made and divided by 365.

TIME AND PLACE OF PAYMENT

Amounts payable by the Borrower hereunder shall be paid at such place as the Bank may advise from time to time in the applicable currency. Amounts due on a day other than a Business Day shall be deemed to be due on the Business Day next following such day. Interest and fees payable under this Agreement are payable both before and after any or all of default, maturity date, demand and judgement.

RBP LOANS

The Borrower shall pay interest on each RBP Loan, monthly in arrears, on the 26th day of each month or such other day as may be agreed to between the Borrower and the Bank. Such interest will be calculated monthly and will accrue daily on the basis of the actual number of days elapsed and a year of 365 days and shall be paid in the currency of the applicable Borrowing.

LETTER OF GUARANTEE FEES

The Borrower shall pay LG fees in advance on a quarterly basis calculated on the face amount of the LG issued and based on the number of days in the upcoming quarter or remaining term thereof and a year of 365 days. LG fees are non-refundable. If applicable, fees for LGs issued in US currency shall be paid in US currency and fees for LGs issued in any other approved currency shall be paid in Canadian currency.

Schedule "D"

ADDITIONAL BORROWING CONDITIONS

LGs:

Borrowings made by way of LGs will be subject to the following terms and conditions:

- a) each LG shall expire on a Business Day and shall have a term of not more than 365 days;
- b) at least 2 Business Days prior to the issue of an LG, the Borrower shall execute a duly authorized application with respect to such LG and each LG shall be governed by the terms and conditions of the relevant application for such contract;
- c) an LG may not be revoked prior to its expiry date unless the consent of the beneficiary of the LG has been obtained;
- d) any LG issued under a term facility must have an expiry date on or before the Maturity Date of the term facility, unless otherwise agreed by the Bank; and
- e) if there is any inconsistency at any time between the terms of this Agreement and the terms of the application for LG, the terms of the application for LG shall govern.

BORROWING LIMIT CERTIFICATE

I, _____, representing the Borrower hereby certify as of month ending _____ :

1. I am familiar with and have examined the provisions of the Agreement dated August 17, 2022 and any amendments thereto, between Rambridge Structure & Design Ltd., as Borrower, and Royal Bank of Canada, as the Bank and have made reasonable investigations of corporate records and inquiries of other officers and senior personnel of the Borrower. Terms defined in the Agreement have the same meanings where used in this certificate.

2. The Borrowing Limit is \$ _____, calculated as follows:

| | | | |
|---|---|----------|------------|
| Total Canadian/US Accounts Receivable | | | \$ _____ |
| Less: | a) Accounts, any portion of which exceeds 90 days | \$ _____ | |
| | b) Accounts due from affiliates | \$ _____ | |
| | c) "Under 90 days" accounts where collection is suspect | \$ _____ | |
| | d) Accounts subject to prior encumbrances | \$ _____ | |
| | e) Holdbacks, contra-accounts or rights of set-off | \$ _____ | |
| | f) Accounts included elsewhere in the Borrowing Limit calculation | \$ _____ | |
| | g) Other ineligible accounts | \$ _____ | |
| Plus: | h) Under 90 day portion of accounts included in a) above, where the over 90 day portion is less than 10% of the amount of accounts, or which the Bank has designated as nevertheless good | \$ _____ | |
| Good Canadian/US Accounts Receivable | | | A \$ _____ |
| Marginable Good Canadian/US Accounts Receivable at 75% of A | | | B \$ _____ |
| Total inventory classified as finished goods inventory (valued at lesser of cost or net realizable value) | | | \$ _____ |
| Less: | a) Inventory subject to prior encumbrances | \$ _____ | |
| | b) Inventory subject to 30 day supplier payables | \$ _____ | |
| | c) Other non qualifying inventory | \$ _____ | |
| Finished Goods Inventory | | | C \$ _____ |
| Marginable Finished Goods Inventory at 50% of C (Max \$1,800,000.00) | | | D \$ _____ |
| Less: | Potential Prior-Ranking Claims while not limited to these include: | | |
| Sales tax, Excise & GST | | \$ _____ | |
| Employee source deductions such as E.I., CPP, Income Tax | | \$ _____ | |
| Workers Compensation Board | | \$ _____ | |
| Wages, Commissions, Vacation Pay | | \$ _____ | |
| Unpaid Pension Plan Contributions | | \$ _____ | |
| Overdue Rent, Property & Business Tax and potential claims from third parties such as subcontractors | | \$ _____ | |
| Other | | \$ _____ | |
| Total Potential Prior-Ranking Claims | | | E \$ _____ |
| Borrowing Limit (B+D-E) | | | \$ _____ |
| Less: Facility #1 Borrowings | | | \$ _____ |
| Margin Surplus (Deficit) | | | \$ _____ |

3. The reports (if required as per the Reporting Requirements section of the Agreement) and information provided herewith are accurate and complete in all respects and all amounts certified as Potential Prior-Ranking Claims are current amounts owing and not in arrears.

Dated this _____ day of _____, 20_____.

Per: _____

Name: _____

Title: _____

Schedule "H"

RBC COVARIETY DASHBOARD TERMS AND CONDITIONS

If the Borrower elects to fulfill the reporting requirements relating to the submission of financial information set out in this Agreement by accessing a secure web based portal ("**RBC Covarity Dashboard**") via the Internet and using RBC Covarity Dashboard to electronically upload the Borrower's financial information and to complete online and electronically submit certificates, reports and/or forms (the "**Service**"), then the following terms and conditions (the "**RBC Covarity Dashboard Terms and Conditions**") apply and are deemed to be included in, and form part of, the Agreement.

1. Definitions. For the purpose of the RBC Covarity Dashboard Terms and Conditions:

"Disabling Code" means any clock, timer, counter, computer virus, worm, software lock, drop dead device, Trojan horse routine, trap door, time bomb, or any other unauthorized codes, designs, routines or instructions that may be used to access, modify, replicate, distort, delete, damage or disable any Electronic Channel, including any related hardware or software.

"Designated User" an individual permitted to act on behalf of and bind the Borrower in all respects, and specifically in the submission of Electronically Uploaded Financial Information and/or Electronically Submitted Certificates.

"Electronic Channel" means any telecommunication or electronic transmission method which may be used in connection with the Service, including computer, Internet, telephone, e-mail or facsimile.

"Electronic Communication" means any information, disclosure, request or other communication or agreement sent, received or accepted using an Electronic Channel.

"Electronically Submitted Certificates" means certificates, reports and/or forms completed online and electronically submitted by any Designated User accessing the Service.

"Electronically Uploaded Financial Information" means financial data, reports and/or information of the Borrower electronically uploaded by any Designated User accessing the Service.

"Internet" means a decentralized global communications medium and the world-wide network of computer networks, accessible to the public, that are connected to each other using specific protocols, which provides for file transfer, electronic mail, remote log in, news, database access, and other services.

"Password" means a combination of numbers and/or letters selected by a Designated User that is used to identify the Designated User. The Password is used in conjunction with a User ID to access the Service.

"Security Breach" means any breach in the security of the Service, or any actual or threatened use of the Service, a Security Device, or Electronic Channel in a manner contrary to the Agreement, including, without limitation, the introduction of Disabling Code or a Virus to the Service.

"Security Device" means a combination of a User ID and Password.

"Software" means any computer program or programming (in any code format, including source code), as modified from time to time, and related documentation.

"User ID" means the combination of numbers and/or letters selected by the Borrower used to identify a particular Designated User. The User ID is used in conjunction with a Password to access the Service.

"Virus" means an element which is designed to corrupt data or enable access to or adversely impact upon the performance of computer systems, including any virus, worm, logic bomb and Trojan horse.

Terms defined in the Agreement have the same meanings where used in the RBC Covarity Dashboard Terms and Conditions.

2. Access to the Service. The Borrower will appoint one or more Designated User(s) to access the Service on behalf of the Borrower. The Borrower acknowledges and agrees that each Designated User appointed by the Borrower may electronically upload the Borrower's financial information and may view all previously uploaded financial information and all calculations in the RBC Covarity Dashboard.

At the time of registration for the Service, the Borrower will advise the Bank of the name and e-mail address of each Designated User. The Borrower will immediately advise the Bank if a Designated User changes or is no longer valid.

The Bank will provide the Borrower with a User ID and temporary password for each Designated User. Each Designated User will receive the User ID and temporary password delivered to their e-mail address. Each Designated User will change the temporary password to a unique Password which may not be easily guessed or obtained by others. If it is suspected or known that the Password has been compromised in any way, the Password must be changed immediately.

On first access to the Service, each Designated User will be required to read and agree to terms of use which will thereafter be accessible from a link located on each web page of the Service.

3. Security Devices. The Borrower recognizes that possession of a Security Device by any person may result in that person having access to the Service. The Borrower agrees that the use of a Security Device in connection with the Service, including any information sent, received or accepted using the Service, will be deemed to be conclusive proof that such information is accurate and complete, and the submission of which is authorized by, and enforceable against, the Borrower.

The Borrower is responsible for maintaining the security and confidentiality of Security Devices which may be used in connection with the Service. The Borrower is responsible for ensuring that a Security Device will only be provided to and used by a Designated User. The Borrower agrees to be bound by any actions or omissions resulting from the use of any Security Device in connection with the Service.

4. Security. Each party shall at all times have in place appropriate policies and procedures to protect the security and confidentiality of the Service, Electronic Channels and Electronic Communication and to prevent any unauthorized access to and use of the Service and Electronic Channels. The Borrower agrees to comply with any additional procedures, standards or other security requirements that the Bank may require in order to access the Service.

The Borrower will not (i) access or use the Service for an illegal, fraudulent, malicious or defamatory purpose, or (ii) take steps or actions that could or do undermine the security, integrity, effectiveness, goodwill or connectivity of the Service (including illegal, fraudulent, malicious, defamatory or other activities that threaten to harm or cause harm to any other person).

The Borrower agrees not to transmit via the Service any viruses, worms, defects, Trojan horses or any items of a destructive nature. The Borrower shall maintain the security of their computer by using anti-virus scanning, a firewall and installing the latest security patches to provide assurance that no Virus is introduced into the systems or Software while accessing the Service.

5. Unsecure Electronic Channels. The Borrower acknowledges and agrees that if it uses, or if it authorizes and directs the Bank to use, any unencrypted Electronic Channel, including unencrypted e-mail or facsimile, any Electronic Communication sent, received and/or accepted

using such Electronic Channel is not secure, reliable, private or confidential. Any such Electronic Communication could be subject to interception, loss or alteration, and may not be received by the intended recipient in a timely manner or at all. The Borrower assumes full responsibility for the risks associated with such Electronic Communication.

6. Notice of Security Breach. The Borrower shall notify the Bank by notifying the RBC Account Manager in writing immediately of any Security Breach including: (i) any application vulnerability or if a Virus is contained in or affects transmission of information to the Service; or (ii) if the Borrower knows or reasonably ought to know that an unauthorized person may have access to the Service, Security Device or Electronic Channel.

If a Security Breach occurs the Borrower shall: (i) assist the Bank in the management of any consequences arising from it; (ii) take any reasonable steps necessary for it to take to mitigate any harm resulting from it; and (iii) take appropriate steps to prevent its recurrence.

7. Binding Effect. Any Electronic Communication that the Bank receives from or in the name of, or purporting to be from or in the name of, the Borrower or any other person on the Borrower's behalf in connection with the Service, will be considered to be duly authorized by, and enforceable against, the Borrower. The Bank will be authorized to rely and act on any such Electronic Communication, even if the Electronic Communication was not actually from the Borrower or such other person or differs in any way from any previous Electronic Communication sent to the Bank. Any Electronically Uploaded Financial Information will be considered to be financial information submitted to the Bank by an individual permitted to act on behalf of and bind the Borrower in all respects, and the Bank will be authorized to rely and act on any such Electronically Uploaded Financial Information accordingly. Any Electronically Submitted Certificates will be considered to be certificates, reports and/or forms completed and submitted to the Bank by an individual permitted to act on behalf of and bind the Borrower in all respects, and the Bank will be authorized to rely and act on any such Electronically Submitted Certificates accordingly.

8. Representations and Warranties. The Borrower represents and warrants to the Bank that each time Electronically Uploaded Financial Information and/or Electronically Submitted Certificates are submitted: (i) all financial statements, certificates, forms, reports and all information contained therein will be accurate and complete in all respects; (ii) all amounts certified as Potential Prior-Ranking Claims will be current amounts owing and not in arrears; (iii) all representations and warranties contained in the Agreement will be true and correct; and (iv) no event will have occurred which constitutes, or which, with notice, lapse of time, or both, would constitute an Event of Default or breach of any covenant or other term or condition of the Agreement. The Borrower will be deemed to repeat these representations and warranties each time Electronically Uploaded Financial Information and/or Electronically Submitted Certificates are submitted.

9. Evidence. Electronic records and other information obtained by the Bank in an Electronic Communication will be admissible in any legal, administrative or other proceedings as conclusive evidence of the contents of those communications in the same manner as an original paper document, and the Borrower waives any right to object to the introduction of any such record or other information into evidence on that basis.

10. Limitation of Liability. The Bank is not responsible or liable for any damages arising from: (i) inaccurate, incomplete, false, misleading, or fraudulent information provided to the Bank; (ii) losses incurred as a result of an actual or potential Security Breach; or (iii) losses incurred as a result of application vulnerability or Virus that is contained in or affects any Software or systems used by or on behalf of the Borrower in connection with the Service.

Although every effort is made to provide secure transmission of information, timely communication and confidentiality cannot be guaranteed. In no event shall the Bank be liable for any loss or harm resulting from the use of the Service, or from a breach of confidentiality in respect of use of the Service.

11. Termination. The ability of the Borrower to fulfill the reporting requirements relating to the submission of financial information set out in the Agreement using RBC Covarity Dashboard shall terminate upon revocation of access to the Service. In addition, the Bank may suspend or terminate access to or discontinue the Service immediately for any reason at any time without prior notice. The Bank will not be responsible for any loss or inconvenience that may result from such suspension or termination. The Borrower, upon giving notice to the Bank by notifying the RBC Account Manager in writing, may terminate use of the Service at any time.

12. Amendment. The Bank may amend these RBC Covarity Dashboard Terms and Conditions upon 30 days notice (which may be given electronically by way of e-mail or in writing) to the Borrower. The Borrower agrees that the continued use of the Service after the effective date of a change will constitute conclusive evidence of consent to all such amendments and the Borrower shall be bound by the amendments.



This Master Lease Agreement (the "Master Lease Agreement") made as of the 19th day of June, 2020 between

ROYAL BANK OF CANADA ("Lessor")

and

RAMBRIDGE STRUCTURE & DESIGN LTD. ("Lessee")

Address:
5575 North Service Rd,
Suite 300,
Burlington, Ontario
L7L 6M1

Address:
8-8009 57 STREET SE
CALGARY, Alberta
T2C 5K7

Lessor and Lessee agree as follows:

1. Leasing of Equipment

- 1.1 Lessor may, from time to time, at its option, on the request of Lessee, acquire equipment for leasing to Lessee pursuant to the terms of this Lease Agreement and the relevant supplemental agreement ("Leasing Schedule"). Equipment which is acquired for leasing to Lessee and which is described in a Leasing Schedule is referred to in this Lease Agreement as the "Equipment".
- 1.2 Neither Lessor, nor Lessee on behalf of Lessor, will order or acquire any Equipment unless Lessee has executed such documents and agreements as Lessor may require. Lessee will advise Lessor promptly of any Equipment ordered or acquired by Lessee on behalf of Lessor.
- 1.3 Lessee will provide Lessor with a copy of the invoice for each item of Equipment. If Lessee has purchased the Equipment on behalf of Lessor, Lessee shall cause the purchase invoice to be addressed to Lessor. Payment will be made by Lessor to the seller directly.
- 1.4 Lessee shall conduct such acceptance testing of any Equipment as may be appropriate in the circumstances, and promptly upon successful completion of that acceptance testing shall sign the relevant Leasing Schedule for the Equipment, and return one executed Leasing Schedule to Lessor.
- 1.5 Lessor shall have no responsibility under any purchase order or any purchase or license agreement or any Leasing Schedule if Lessee does not accept the Equipment and sign and deliver to Lessor the Leasing Schedule(s) and acceptance certificate for that Equipment. Any agreement with the seller of the Equipment will include a provision to this effect.
- 1.6 Each Leasing Schedule shall constitute a separate lease (each, a "Lease") of the Equipment described in the Leasing Schedule but incorporating the terms of this Lease Agreement. In the event of a conflict between the terms of this Lease Agreement and any Leasing Schedule with respect to any Lease, the terms of the Leasing Schedule shall govern.
- 1.7 Terms not otherwise defined herein shall have the same meaning ascribed under the Leasing Schedule.

2. Payment of Equipment Cost

- 2.1 Lessor will pay the agreed cost to be funded by Lessor for the Equipment as set out in the Leasing Schedule on the later of: (i) the due date for payment, and (ii) delivery of the signed Leasing Schedule.

3. Rental

- 3.1 Lessee shall pay to Lessor the rental payable, as set out in the relevant Leasing Schedule. The Total Monthly Rental installment set out in each Leasing Schedule is referred to in this Lease Agreement as an "Installment". The first

Installment is payable on the Commencement Date of the Term and the last of such Installments is payable on the Termination Date of Term, all as set out in the relevant Leasing Schedule.

4. Rent Payment

- 4.1 Each Installment shall be paid at the office of Lessor, at the address set out on page 1 of this Lease Agreement, or at such other place in Canada as Lessor may from time to time designate by notice.

5. Ownership

- 5.1 Title to, ownership of, and property in, the Equipment shall at all times be and remain solely and exclusively in Lessor, subject only to the rights of Lessee to use the Equipment pursuant to the provisions of this Lease, and to purchase the same pursuant to any option granted in the relevant Leasing Schedule. Lessor may require plates or markings to be affixed or placed at the sole cost of Lessee on each item of Equipment indicating Lessor as owner.
- 5.2 The Equipment shall be located and used at the address of Lessee or the location shown under the heading "Equipment Location" of the applicable Leasing Schedule, and shall not be removed from that location without the written consent of Lessor. In the event that the location of the Equipment is changed, Lessee will give to Lessor notice of the new location not later than five (5) days after the change.

6. Personal Property

- 6.1 Notwithstanding any purposes for which the Equipment may be used or that it may become in any manner affixed or attached to or embedded in or permanently rested upon land or any structure thereon, it shall remain moveable personal property, and subject to all of the rights of Lessor under the Lease to which it is subject.
- 6.2 Lessee agrees to use all reasonable commercial efforts to obtain a waiver, if required by and in a form satisfactory to Lessor, from any landlord, mortgagee, hypothecary creditor or other encumbrancers or any person having any interest in the land or structure referred to in Section 6.1 hereof consenting to this Lease Agreement and any relevant Leasing Schedule, and to the exercise by Lessor of its rights thereunder and hereunder and declaring that such encumbrances do not affect the Equipment.
- 6.3 Solely for the purpose of, and to the extent reasonably necessary to protect the interest of Lessor as to its title and first priority interest in the Equipment, and without election or admission that this Agreement or any Leasing Schedule is a finance lease, Lessee grants a security interest in any interest of Lessee in the Equipment to Lessor.

7. Licence

- 7.1 Lessee agrees that Lessor:
 - (a) may at any time and from time to time, if an Event of Default (s.18) has occurred and is continuing, enter upon any lands

- and premises where any Equipment is located with all such force as may be reasonably required, to dismantle, detach and remove the Equipment or render it unusable;
- (b) shall not be liable for any damage done to those lands or premises in exercising those rights, save only such damage as may be caused by the gross negligence or willful act of Lessor or its agents or servants; and
 - (c) may, at its election, register, by way of caveat or otherwise, against those lands and premises of its rights under the Lease.

8. Exclusion of Representations and Warranties

- 8.1 Lessee acknowledges that the Equipment will be personally chosen and selected by Lessee without any reliance whatsoever on Lessor, and that it will be of a make, size, design and capacity specified by Lessee for the purpose intended by Lessee.
- 8.2 Lessee confirms that Lessor does not make or give any representation or warranty, express or implied, as to the Equipment, its condition, fitness or suitability for any particular use intended by Lessee.
- 8.3 Lessee shall bear the risk of any theft, loss or destruction of or damage to any item of Equipment. Lessee acknowledges that none of these events will in any way affect its obligations, which will continue in full force and effect, except to the extent of any proceeds of any insurance maintained by Lessee that are actually received by Lessor.
- 8.4 Lessee shall not exert or claim against Lessor any defense, write-off, set-off, claim or counterclaim to which Lessee may be entitled against any supplier of Equipment, and no such right shall affect Lessee's obligations under any Lease.

9. Maintenance and Use

- 9.1 Lessee will, at its own expense:
 - (a) keep the Equipment in good operating condition and repair including, without limitation, the repair of any damage to the Equipment, whatever the cost, except for the repair of ordinary wear and tear, provided that Lessee will repair ordinary wear and tear if such repair is required to maintain the Equipment in good operating condition and repair; and
 - (b) comply in all respects with all recommendations, or requirements of the supplier(s) or manufacturer(s) regarding the Equipment, as may be necessary to preserve all warranties.
- 9.2 Any parts or anything else that are, as part of Lessee's maintenance and repair of the Equipment, placed in or upon the Equipment shall form part of the Equipment, become property of Lessor, and be free of all adverse claims.

10. Inspection

- 10.1 Lessor and its agents shall have the right to inspect the Equipment at any reasonable time upon reasonable notice to Lessee, and Lessee shall afford all reasonable facilities required by Lessor or its agents for the purpose of inspection, and for that purpose may enter any premises where the Equipment is located.

11. Insurance

- 11.1 As and from the earlier of the date upon which Lessor acquires ownership of, or title to, the Equipment or the date on which Lessee takes possession or control of the Equipment, and thereafter throughout the term of each relevant Leasing Schedule, Lessee shall, at its sole expense:
 - (a) place and maintain all risks property insurance on the Equipment, in amounts satisfactory to Lessor, consistent with Lessee's normal and usual practice for insuring equipment of the same general classification. This insurance shall specifically state by its wording or by endorsement that it:
 - i) includes Lessor (as owner) as an additional named insured, and
 - ii) includes a loss payable clause in favour of Lessor;

- (b) place and maintain comprehensive general liability insurance, and automobile liability insurance in the case of leased licensed motor vehicles, with limits of liability satisfactory to Lessor for injury to or death of any one or more persons or damage to property. Said insurance shall specifically state by its wording or by endorsement that it:
 - i) extends to cover the liabilities of Lessee from the use or possession of the Equipment,
 - ii) includes Lessor as an additional named insured, and
 - iii) includes a cross liability provision that the policy shall insure each person, firm or corporation insured thereunder in the same manner and to the same extent as if a separate policy had been issued to each, but the inclusion therein of more than one insured shall not operate to increase the limits of the insurers' liability.

- 11.2 Lessee shall supply Lessor with a certificate of insurance or other evidence satisfactory to Lessor evidencing the foregoing coverage and evidence of its renewal or replacement from time to time, so long as any Leasing Schedule remains in force and effect.

12. Taxes

- 12.1 Lessee shall pay punctually all sales taxes, licence fees, business taxes, levies and assessments of every nature and kind whatsoever which be or become payable at any time or from time to time upon, or in respect of, the Equipment, and any payments to be made under this Lease Agreement or any Leasing Schedule, except for income taxes payable by Lessor.

13. Adverse Claims

- 13.1 Lessee shall keep the Equipment free and clear of all adverse claims. Lessee may contest any adverse claim provided that Lessee:
 - (a) gives Lessor notice of the adverse claim;
 - (b) provides Lessor with an indemnity and collateral security, both satisfactory to Lessor; and
 - (c) contests the adverse claim with all due dispatch.

14. Laws and Regulations

- 14.1 Lessee shall comply with all laws, by-laws and regulations relating to the ownership, possession, operation and maintenance of the Equipment including, without limiting the generality of the foregoing, laws, by-laws or regulations dealing with the protection of the environment, health and safety. Lessee will obtain and maintain all necessary licenses, permits and permissions required for the use of the Equipment.

15. Alterations

- 15.1 All alterations, additions or improvements made by Lessee to the Equipment shall be at Lessee's expense and shall belong to and become the property of Lessor and be subject to all the provisions of this Lease Agreement and the relevant Leasing Schedule.

16. Loss of Equipment

- 16.1 Lessee shall bear the risks of (i) any total loss, or loss that amounts, in the sole opinion of Lessor, to a total loss of Equipment through theft, damage, or destruction and (ii) any expropriation or other compulsory taking or use of Equipment by any government or other authority ("Loss of Equipment"). If a Loss of Equipment occurs, Lessee shall pay to Lessor an amount calculated as the aggregate of (A) all installments which were to be paid during the remainder of the Term, (B) any instalments then owing and unpaid, and (C) the Purchase Option amount, if any, (each of (A), (B), and (C) as specified under the relevant Leasing Schedule) and (D) all federal and provincial sales, goods and services or transfer taxes, licence fees and similar assessments connected with the transfer of Lessor's right, title and interest in the Equipment to Lessee.

16.2 Upon such payment, Lessor shall convey on an "as is", "where is" basis, subject to the rights of the insurer, all its right, title and interest in the Equipment and any claim for proceeds of loss of equipment, in which case the Lease shall terminate with respect to that Equipment, and no further Installments shall be payable thereafter with respect to that Equipment.

17. Lessee's Acknowledgements - Foreseeable Damages

17.1 Lessee hereby acknowledges that Lessor:

- (a) has or will acquire the Equipment at the request and direction of Lessee and for the purpose of leasing same to Lessee under a Leasing Schedule; and
- (b) intends to treat the lease of Equipment to Lessee as a true lease and to claim over the term of the lease all available tax benefits.

Lessee acknowledges that if an Event of Default occurs, Lessor's return on its investment may be adversely affected. In that case Lessor may, in addition to its immediate loss of interest on its investments, sustain and claim from Lessee other foreseeable damages which cannot be quantified on the date of execution of this Lease Agreement or any Leasing Schedule. Those damages may include, without limitation, loss of fiscal benefits for the remainder of the term of any lease of any Equipment or increased tax liabilities or both, unanticipated increased administrative costs, amortized but unrecovered setup costs, fees and disbursements as well as additional or increased monetary liabilities towards any third party lender, under or by reason of such Event of Default and the premature termination of the lease of any Equipment and the funding thereof.

18. Events of Default

18.1 Any of the following is an "Event of Default":

- (a) Failure by Lessee to pay any Installment or other amount pursuant to any Leasing Schedule.
- (b) Failure by Lessee to perform any of its obligations under Sections 11 or 14 of this Lease.
- (c) Failure of Lessee to perform any of its other obligations within 15 days of notice from Lessor as to the failure and requiring it to be rectified.
- (d) The bankruptcy or insolvency of Lessee, the filing against Lessee of a petition in bankruptcy, the making of an authorized assignment for the benefit of creditors by Lessee, the appointment of a receiver or trustee for Lessee or for any assets of Lessee or the institution by or against Lessee of any other type of insolvency proceeding under the Bankruptcy and Insolvency Act or otherwise, or the institution by or against Lessee of any formal or informal proceedings for the dissolution or liquidation of, settlement of, claim against or winding up of affairs of Lessee.
- (e) The amalgamation of Lessee with another corporation or corporations, or continuation of Lessee under a statute other than the statute under which it exists at the date of execution of this Lease Agreement.
- (f) If any adverse claim becomes enforceable against Lessee affecting or against any Equipment.
- (g) Failure of Lessee to perform any obligation it may have under any agreement with Royal Bank of Canada or any of its subsidiaries.
- (h) A change that is, in the opinion of Lessor, a material adverse change in the business, financial condition or ownership of Lessee or Equipment.

19. Lessor's Remedies on Default

19.1 If an Event of Default occurs, Lessor may, without notice to Lessee, and in addition to any other rights or remedies Lessor may have at law or in equity, under this Lease Agreement or the relevant Leasing Schedule:

- (a) take possession of all Equipment, and for that purpose may enter any premises where any of the Equipment is located;

- (b) sell, lease or otherwise dispose of Equipment for such consideration and upon such terms and conditions as it considers reasonable;

- (c) without terminating or being deemed to have terminated the relevant Leasing Schedule, acting in the name of and as the irrevocably appointed agent and attorney of Lessee, to lease any item of the Equipment to any other person upon such terms and conditions, for such rental and for such period of time as Lessor may deem reasonable, and to receive that rental and hold and apply it against any amount owing by Lessee to Lessor under the Leasing Schedule.

19.2 If an Event of Default occurs, then whether or not Lessor has taken possession of any Equipment, Lessee shall pay to Lessor on demand an amount determined as follows:

- (a) an amount calculated by discounting the aggregate amount of all Installments, including the Purchase Option amount, if any, specified under the relevant Leasing Schedule which were to be paid during the remainder of the Term, using an assumed rate equal to the lesser of;

- i) five percent (5%);
- ii) the bond rate at the date, for the equivalent term to maturity, of the relevant Leasing Schedule; and
- iii) the bond rate at the date of the discount calculation for a term equivalent to the remaining term of such Leasing Schedule (with, in the case of (ii) and (iii), Canadian dollar obligations being benchmarked against bonds issued by the Government of Canada and U.S. dollar obligations being benchmarked against bonds issued by the Government of the United States of America); plus.

- (b) the amount of any damages described in Section 17.1 suffered or sustained by Lessor and not recovered pursuant to Section 19.2 (a); plus

- (c) the amount of any Installments or payments of interim rental due as of the date of Event of Default and unpaid, and any other amount due on that date and unpaid under the Lease; plus

- (d) any cost of disposition of the Equipment; less

- (e) the amount of any security deposits under that Leasing Schedule and any proceeds of the disposal of the Equipment actually received by Lessor.

19.3 If Lessor has leased Equipment pursuant to its rights under this Section 19 it may demand payment under Section 19.2, and account to Lessee for the proceeds of that lease as and when Lessor receives them.

19.4 If Lessor has not taken possession of the Equipment, and Lessee pays Lessor the amount determined under Section 19.2 hereof, then Lessor will convey all of its right, title and interest in all Equipment to Lessee, on the terms of Sections 21.5 and 21.6 hereof

20. Lessor's Option to Terminate

20.1 Lessee agrees that neither this Lease Agreement nor any Leasing Schedule, nor any interest therein or in any Equipment, shall be assignable or transferable by operation of law and it is agreed and covenanted by and between the parties hereto that if any Event of Default shall occur or happen, then this Lease Agreement and any and all Leasing Schedules shall, at the option of Lessor to be exercised by notice hereunder, immediately end and terminate and neither this Lease Agreement nor any Leasing Schedule or any interest therein shall be an asset of Lessee after the exercise of that option; provided that no such termination shall terminate or affect any right or remedy which shall have arisen under the Lease prior to such termination.

21. Option to Purchase

21.1 If there is no Event of Default, Lessor hereby grants to Lessee an option to purchase whatever title Lessor may have to the Equipment for the purchase price and at the time or times set forth in the relevant Leasing Schedule.

- 21.2 This option to purchase may be exercised by Lessee by giving to Lessor notice of Lessee's intention to exercise such option, at least thirty (30) days prior to the date of intended purchase, describing the Equipment with respect to which such option is being exercised.
- 21.3 The intended purchase and sale shall be concluded on a date specified in the said notice falling on or after, the date stated in the relevant Leasing Schedule, but in any event not later than the termination date of the term pertaining to the Equipment being purchased.
- 21.4 Upon the exercise of this option, there shall be a binding agreement for the sale and purchase of the Equipment described in the notice on the terms and conditions provided herein. The purchase price shall be paid to Lessor at the time of the conclusion of the sale.
- 21.5 Upon this purchase, Lessor shall sell the Equipment so purchased free and clear of all interests of Lessor under this Lease Agreement and any Leasing Schedule and thereupon the Lease shall terminate with respect to the Equipment so purchased. The sale shall be on an "as-is where-is" basis and be without representation or warranty by Lessor except that it has the right to sell the Equipment to Lessee and that it has not given any security interest in the Equipment to any third party.
- 21.6 Lessee shall bear the cost of any taxes, licence or registration fees or other assessments or charges imposed on, or connected with, the transfer of title to and ownership of the Equipment.

22. Remedying Defaults

- 22.1 If Lessee shall fail to perform or comply with any of its obligations under this Lease Agreement or any Leasing Schedule, Lessor at its discretion may do all such acts and make all such disbursements as may be necessary to cure the default and any costs incurred or disbursements made by Lessor in curing any such default shall be payable by Lessee on demand.

23. Indemnification

- 23.1 Lessee shall indemnify Lessor and save Lessor harmless from and against all loss, costs, damage or expense of every nature and kind whatsoever sustained or suffered by Lessor, or for which Lessor may be or become liable, resulting from:
- (a) the execution of the Lease Agreement or any Leasing Schedule by Lessor or the purchase or ownership by Lessor of the Equipment;
 - (b) the non-acceptance by Lessee or the failure, refusal or neglect of Lessee to accept the Equipment;
 - (c) the moving, delivery, maintenance, repair, use, operation or possession of the Equipment or the ownership thereof or other rights held therein by Lessor; or
 - (d) the failure of Lessee to comply with any of its obligations under this Lease Agreement or any Leasing Schedule; unless caused by the act or neglect of Lessor, its servants or agents.

24. Assignment of Warranties

- 24.1 Lessor hereby assigns to Lessee the benefit of all warranties resulting from the sale entered into with the supplier for its use during the term of the Lease.

25. Patent Infringement

- 25.1 Lessee shall defend and hold Lessor free and harmless from any cost, loss, damage or expense suffered or incurred by Lessor in any suit, proceeding or otherwise so far as the same is based on any claim that the use or operation of the Equipment by Lessee infringes any patent or copyright.

26. Overdue Payment

- 26.1 Any overdue payment shall bear interest at the rate of Royal Bank Prime Interest Rate plus five per cent (5%) per annum calculated monthly whether before or after judgement, from the date it is due until paid.

27. Delivery at Termination

Rev 11/2018

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- 27.1 Lessee shall on the expiration or sooner termination of any Lease, surrender the Equipment to Lessor at a place in Canada designated by Lessor in good order and repair, ordinary wear and tear excepted.

- 27.2 In the event that with or without the consent of Lessor, Lessee remains in the possession of or uses the Equipment after the expiration of the term of the Lease pertaining thereto, all the provisions of the Lease shall apply thereto, including the payment of rental and all other payments required, unless and until the same has been surrendered pursuant to the terms of this section, or Lessor has relieved Lessee from its obligations under the Lease with respect to the Equipment.

28. Notice

- 28.1 Any notice required to be given hereunder shall be in writing and may be personally delivered, sent by facsimile or electronic mail or may be forwarded by registered mail. If any such notice is so mailed it shall be deemed to have been given by the sender and received by the party hereto to whom it has been addressed two (2) business days after the mailing thereof by prepaid registered mail addressed to the address shown on page 1 of this Lease Agreement or on the same business day if sent by delivery, facsimile or by electronic mail.
- 28.2 Any person to whom a notice is required to be addressed may from time to time give notice of any change of address and in such event the foregoing addresses shall be deemed to have been changed accordingly.

29. Third Parties

- 29.1 Lessee will not (i) cause or permit the Equipment to be used by, on behalf of or for the benefit of any person other than Lessee, or (ii) cause or permit any person other than Lessee to give notices or instructions in respect of the Equipment or direct the manner of exercise of the rights of Lessee pursuant to any Lease.
- 29.2 Lessee shall not part with possession of the Equipment.
- 29.3 Lessee will not assign any Lease or sub-lease any Equipment without the prior consent in writing of Lessor, such consent not to be unreasonably withheld. No assignment of the Lease or sub-leasing of any Equipment shall relieve Lessee of its obligations hereunder.

30. Corporate Waiver

- 30.1 Lessee waives its right to receive a copy of any financing statement or financing change statement registered by Lessor.
- 30.2 Lessee hereby acknowledges that seizure or repossession of the Equipment referred to in any Lease shall not, by implication of law, extinguish Lessee's indebtedness under any such Lease or other collateral security.

31. Limitation of Civil Rights - Saskatchewan

- 31.1 Lessee covenants and agrees with Lessor that The Limitation of Civil Rights Act of the Province of Saskatchewan shall have no application to this Lease Agreement or any Leasing Schedule.

32. Successors and Assigns

- 32.1 This Lease Agreement and each Leasing Schedule shall enure to the benefit of, and be binding upon Lessor and Lessee, their successors and assigns. Lessor shall be at liberty to assign and otherwise deal with its rights under any Lease.

33. Records

- 33.1 Lessee shall maintain a record describing each item of Equipment, all changes, replacements, modifications and alterations thereto and the cost thereof. The record described shall be available to Lessor, its representatives or agents for inspection and to copy.

34. Offset

34.1 Lessee hereby waives any and all existing and future claims and offsets against any payment due to Lessor hereunder and agrees to pay those amounts due hereunder regardless of any offset or claim which may be asserted by Lessee or on its behalf.

35. Remedies Cumulative

35.1 All rights and remedies of Lessor hereunder are cumulative and not alternative and may be exercised by Lessor separately or together, in any order, sequence of combination.

36. Time

36.1 Time is and shall be in all respects of the essence of any Lease.

37. Entire Transaction

37.1 This Lease Agreement and each Leasing Schedule represents the entire transaction between the parties hereto relating to the subject matter.

37.2 No agreement purporting to amend or modify this Lease Agreement or any Leasing Schedule or any document, paper or written relating hereto or thereto, or connected herewith or therewith, shall be valid and binding upon the parties hereto unless in writing and signed and accepted in writing by both parties hereto.

38. No Merger in Judgment

38.1 The taking of any judgment under this Lease Agreement or any Leasing Schedule shall not operate as a merger of any term, condition or provision hereof or thereof.

39. Further Assurances/Copy of Agreement

39.1 Lessee shall give further assurances and do, execute and perform all such acts, deeds, documents and things as may be reasonably required to enable Lessor to have the full benefit of all rights and remedies intended to be reserved or created hereby.

39.2 Lessee acknowledges receipt of a copy of this Lease Agreement.

40. Applicable Law

40.1 This Lease Agreement and each Leasing Schedule hereto shall be governed, construed and enforced in accordance with the laws of the Province of Alberta.

41. Currency

41.1 All sums payable by Lessee to Lessor under this Lease Agreement or any Leasing Schedule hereto shall be paid in Canadian dollars, unless otherwise specified in the Leasing Schedule.

42. Language

42.1 This Lease Agreement and each Leasing Schedule are drawn up in the English language at the request of both parties.

Le présent contrat de location a été rédigé en langue anglaise à la demande des deux parties.

43. General

43.1 Any terms herein defined in the singular number shall have a corresponding meaning when used in the plural.

43.2 Any act or deed required to be observed, performed or done hereunder falling on a Saturday, Sunday or other statutory holiday shall be observed, performed or done on the business day next following but any delay hereby granted shall not extend to relieve either party from the due performance and fulfillment of its obligations hereunder.

44. Electronic Communications

44.1 Lessor will be entitled to rely on any communication of agreement (including, without limitation, a signature affixed on behalf of Lessee) appearing on a facsimile transmission or on a document, agreement, instrument, notice or instructions (each, a "Document", and collectively, the "Documents") delivered by electronic mail that purports to be a communication of agreement by or on behalf of Lessee or of a representative of Lessee as being authorized, valid and binding on Lessee, even if the signature was not, in fact, signed by Lessee or its representative, or any other communication of agreement was not, in fact, made or given by Lessee or its representative. Lessee will keep the originals of all documents, agreements, instruments, notices and instructions transmitted to Lessor by facsimile or electronic mail, and will produce them to Lessor upon request. Lessor and Lessee agree that a copy of a document, agreement, instrument, notice or instructions transmitted by facsimile or electronic mail shall be admissible as evidence of its contents and its execution by the parties in the same manner as an original document, and expressly waive any right to object to its introduction in evidence, including any right to object based on the best evidence rule. Lessee further agrees that Lessor may convert paper records of any Document (each, a "Paper Record") into electronic images (each, an "Electronic Image") as part of Lessor's normal business practices. The parties agree that such Electronic Image shall be considered as an authoritative copy of the Paper Record, shall have the same legal value as the Paper Record, shall be legally binding on the parties and shall be admissible as conclusive evidence of its content in the same manner as the original Paper Record.

45. Financial Information

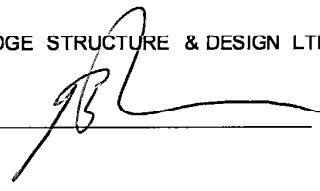
45.1 Lessee will provide to Lessor from time to time such information about Lessee and Lessee's business as Lessor shall reasonably request, including, without limitation, bank and financing ratings, any financial statements prepared by or for Lessee regarding Lessee's business.

In witness whereof the parties hereto (acting, where applicable, through their proper signing officers duly authorized in that behalf) have executed this Lease Agreement on the date indicated on the first page hereof, irrespective of the date of actual execution by each of the parties.

Royal Bank of Canada ("Lessor")

per 
Eugene Basolini
Head, Equipment Finance Solution Centre

RAMBRIDGE STRUCTURE & DESIGN LTD. ("Lessee")

per 

per _____



Leasing Schedule

(PPSA – S)

Lessee # 874904204 Lease # 201000053944

Royal Bank of Canada, as Lessor, hereby leases to RAMBRIDGE STRUCTURE & DESIGN LTD. as Lessee, the Equipment hereinafter described, in consideration of rental and for the term hereinafter set forth the whole pursuant to and subject to the terms and conditions set forth in that certain Master Leasing Agreement entered into between the Lessor and the Lessee as of June 19, 2020

| 1. Equipment | Quantity | Make and Description | Model Number | Serial Number |
|---|--|--|--------------|---------------------------|
| | 1 | GF Bunzel Stretch Wrapper | SMH-150-S | 169855-1-01 |
| | 1 | Dell Latitude Computer Software & Website Development | 7212 | D7TPTG2 |
| All equipment, goods and services as further listed on the Equipment Schedule A attached hereto, including all attachments, additions, replacements and substitutions. | | | | |
| Subject to Software Addendum | | | | |
| 2. Term | Term (in months) | | | 36 |
| | Commencement Date of Term | | | June 19, 2020 |
| | Termination Date of Term | | | June 19, 2023 |
| 3. Rental | Rental Installment, payable Monthly, in advance | | | Refer to Payment Schedule |
| | GST/HST, if any | | | |
| | PST/QST, if any | | | |
| | Total Monthly Rental Installment | | | |
| | Other Charges (plus applicable taxes) | | | \$500.00 |
| 4. Option to Purchase | Option to Purchase Date | | | Purchase Price |
| | June 18, 2023 | | | \$1.00 |
| 5. Place of Use | 103 1750 Coast Meridian Road Port Coquitlam British Columbia V3C 6R8 8-8009 57 STREET SE Calgary Alberta T2C 5K7 | | | |
| 6. Equipment Acceptance Certificate | The Lessee hereby certifies that all the equipment identified above in Section (1) of this Leasing Schedule has been received in good condition as ordered and has been assembled, installed, tested, etc., applicable, and is operating in accordance with the manufacturers' specification. Lessee has made or caused to be made all such tests and inspections of the Equipment, as they have reasonably deemed necessary to satisfy themselves as to the foregoing. Without prejudice to the Lessee's rights against manufacturers, suppliers or other, the Lessee hereby releases and discharges the Lessor from any and all actions, causes of actions, claims, demands rights, defences, setoffs, abatements and compensation now or hereinafter arising out of or in relation to the Equipment, or, without limitation, any latent defect therein. | | | |

As provided in the Master Lease Agreement, the Lessor will be entitled to rely on facsimile transmissions from the Lessee.

The Lessee covenants and agrees with the Lessor that the Lessee is not entering into, and will not otherwise direct, administer or operate, this Leasing Schedule for the benefit or on behalf of any Person other than the Lessee. "Person" includes an individual, a partnership, a joint venture, a trust, an unincorporated organization, a company, a corporation, an association and any other incorporated or unincorporated entity.

The parties hereto have each executed this Leasing Schedule on the respective dates set forth below and this schedule is deemed to have been executed on the later of such dates. All appendices, if any, attached to this schedule form part of the Leasing Schedule.

ROYAL BANK OF CANADA

RAMBRIDGE STRUCTURE & DESIGN LTD.

per 
Eugene Basolini
Head, Equipment Finance Solution Centre

per 

date _____

date June 19, 2020

Equipment Schedule A

This is the Equipment Schedule attached to and forming part of Lease No. 874904204-201000053944 (the "Lease") between RAMBRIDGE STRUCTURE & DESIGN LTD. as Lessee and Royal Bank of Canada as Lessor.

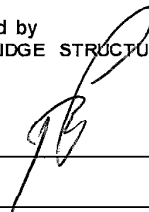
| Supplier | Invoice number | Invoice Date | USD Pre-tax | FX Rate | CAD Pre-tax |
|--------------------------------|------------------|--------------|-------------|---------|-------------|
| Dell Canada Inc. | 1015089064 | 4/13/20 | | | \$ 6,010.19 |
| GF - A Bunzel Company | 5316156 | 1/31/20 | | | \$12,660.00 |
| Mike's Warehouse Supplies Ltd. | 14125 | 3/22/19 | | | \$ 5,358.80 |
| Open Door Technology Inc. | SI0019903 | 7/31/19 | | | \$ 1,565.84 |
| Open Door Technology Inc. | SI0020256 | 9/30/19 | | | \$ 2,220.00 |
| Open Door Technology Inc. | SI0020257 | 9/30/19 | | | \$ 1,156.25 |
| Open Door Technology Inc. | ODT-SSI-000975 | 10/31/19 | | | \$ 1,007.90 |
| Open Door Technology Inc. | SI0020452 | 10/31/19 | | | \$ 92.50 |
| Open Door Technology Inc. | SI0020453 | 10/31/19 | | | \$ 5,133.75 |
| Open Door Technology Inc. | ODT-SSI-001020 | 11/1/19 | | | \$ 633.40 |
| Open Door Technology Inc. | SI0020654 | 11/30/19 | | | \$12,441.25 |
| Open Door Technology Inc. | ODT-SSI-001097 | 12/1/19 | | | \$ 633.40 |
| Open Door Technology Inc. | ODT-SSI-001178 | 1/1/20 | | | \$ 633.40 |
| Open Door Technology Inc. | SI0020790 | 12/31/19 | | | \$16,418.75 |
| Open Door Technology Inc. | ODT-SSI-001275 | 2/1/20 | | | \$ 633.40 |
| Open Door Technology Inc. | SI0021069 | 1/31/20 | | | \$19,425.00 |
| Open Door Technology Inc. | SI0021264 | 2/29/20 | | | \$17,158.75 |
| Open Door Technology Inc. | SI0021460 | 3/31/20 | | | \$28,628.75 |
| Open Door Technology Inc. | SI0021632 | 4/30/20 | | | \$17,158.75 |
| Sana Software USA Inc. | SUSA19-PSI001806 | 10/28/19 | \$ 3,000.00 | 1.3749 | \$ 4,124.70 |
| Sana Software USA Inc. | SUSA19-PSI001807 | 10/28/19 | \$20,000.00 | 1.3749 | \$27,498.00 |
| Sana Software USA Inc. | SUSA19-PSI001808 | 10/28/19 | \$31,200.00 | 1.3749 | \$42,896.88 |

Initialed by
Royal Bank of Canada:



Eugene Basolini
Head, Equipment Finance Solution Centre

Initialed by
RAMBRIDGE STRUCTURE & DESIGN LTD.



Payment Schedule

This is the Payment Schedule attached to and forming part of Lease No. 874904204-201000053944 (the "Lease") between RAMBRIDGE STRUCTURE & DESIGN LTD. as Lessee and Royal Bank of Canada as Lessor.

| Number of Rentals | From (Inclusive) | To (Inclusive) | Amount of each Rental Payment | GST/HST | PST/QST | Total Rental Payment |
|-------------------|------------------|----------------|-------------------------------|------------|----------|----------------------|
| 1 | 19-Jun-2020 | 18-Jul-2020 | \$55,872.42 | \$2,793.62 | \$315.33 | \$58,981.37 |
| 1 | 19-Jul-2020 | 18-Aug-2020 | \$5,058.72 | \$252.94 | \$28.55 | \$5,340.21 |
| 1 | 19-Aug-2020 | 18-Sep-2020 | \$5,058.72 | \$252.94 | \$28.55 | \$5,340.21 |
| 1 | 19-Sep-2020 | 18-Oct-2020 | \$5,058.72 | \$252.94 | \$28.55 | \$5,340.21 |
| 1 | 19-Oct-2020 | 18-Nov-2020 | \$5,058.72 | \$252.94 | \$28.55 | \$5,340.21 |
| 1 | 19-Nov-2020 | 18-Dec-2020 | \$5,058.72 | \$252.94 | \$28.55 | \$5,340.21 |
| 1 | 19-Dec-2020 | 18-Jan-2021 | \$5,058.72 | \$252.94 | \$28.55 | \$5,340.21 |
| 1 | 19-Jan-2021 | 18-Feb-2021 | \$5,058.72 | \$252.94 | \$28.55 | \$5,340.21 |
| 1 | 19-Feb-2021 | 18-Mar-2021 | \$5,058.72 | \$252.94 | \$28.55 | \$5,340.21 |
| 1 | 19-Mar-2021 | 18-Apr-2021 | \$5,058.72 | \$252.94 | \$28.55 | \$5,340.21 |
| 1 | 19-Apr-2021 | 18-May-2021 | \$5,058.72 | \$252.94 | \$28.55 | \$5,340.21 |
| 1 | 19-May-2021 | 18-Jun-2021 | \$5,058.72 | \$252.94 | \$28.55 | \$5,340.21 |
| 1 | 19-Jun-2021 | 18-Jul-2021 | \$5,058.72 | \$252.94 | \$28.55 | \$5,340.21 |
| 1 | 19-Jul-2021 | 18-Aug-2021 | \$5,058.72 | \$252.94 | \$28.55 | \$5,340.21 |
| 1 | 19-Aug-2021 | 18-Sep-2021 | \$5,058.72 | \$252.94 | \$28.55 | \$5,340.21 |
| 1 | 19-Sep-2021 | 18-Oct-2021 | \$5,058.72 | \$252.94 | \$28.55 | \$5,340.21 |
| 1 | 19-Oct-2021 | 18-Nov-2021 | \$5,058.72 | \$252.94 | \$28.55 | \$5,340.21 |
| 1 | 19-Nov-2021 | 18-Dec-2021 | \$5,058.72 | \$252.94 | \$28.55 | \$5,340.21 |
| 1 | 19-Dec-2021 | 18-Jan-2022 | \$5,058.72 | \$252.94 | \$28.55 | \$5,340.21 |
| 1 | 19-Jan-2022 | 18-Feb-2022 | \$5,058.72 | \$252.94 | \$28.55 | \$5,340.21 |
| 1 | 19-Feb-2022 | 18-Mar-2022 | \$5,058.72 | \$252.94 | \$28.55 | \$5,340.21 |
| 1 | 19-Mar-2022 | 18-Apr-2022 | \$5,058.72 | \$252.94 | \$28.55 | \$5,340.21 |
| 1 | 19-Apr-2022 | 18-May-2022 | \$5,058.72 | \$252.94 | \$28.55 | \$5,340.21 |
| 1 | 19-May-2022 | 18-Jun-2022 | \$5,058.72 | \$252.94 | \$28.55 | \$5,340.21 |
| 1 | 19-Jun-2022 | 18-Jul-2022 | \$5,058.72 | \$252.94 | \$28.55 | \$5,340.21 |
| 1 | 19-Jul-2022 | 18-Aug-2022 | \$5,058.72 | \$252.94 | \$28.55 | \$5,340.21 |
| 1 | 19-Aug-2022 | 18-Sep-2022 | \$5,058.72 | \$252.94 | \$28.55 | \$5,340.21 |
| 1 | 19-Sep-2022 | 18-Oct-2022 | \$5,058.72 | \$252.94 | \$28.55 | \$5,340.21 |
| 1 | 19-Oct-2022 | 18-Nov-2022 | \$5,058.72 | \$252.94 | \$28.55 | \$5,340.21 |
| 1 | 19-Nov-2022 | 18-Dec-2022 | \$5,058.72 | \$252.94 | \$28.55 | \$5,340.21 |
| 1 | 19-Dec-2022 | 18-Jan-2023 | \$5,058.72 | \$252.94 | \$28.55 | \$5,340.21 |
| 1 | 19-Jan-2023 | 18-Feb-2023 | \$5,058.72 | \$252.94 | \$28.55 | \$5,340.21 |
| 1 | 19-Feb-2023 | 18-Mar-2023 | \$5,058.72 | \$252.94 | \$28.55 | \$5,340.21 |
| 1 | 19-Mar-2023 | 18-Apr-2023 | \$5,058.72 | \$252.94 | \$28.55 | \$5,340.21 |
| 1 | 19-Apr-2023 | 18-May-2023 | \$5,058.72 | \$252.94 | \$28.55 | \$5,340.21 |
| 1 | 19-May-2023 | 18-Jun-2023 | \$5,058.72 | \$252.94 | \$28.55 | \$5,340.21 |
| 1 | 19-Jun-2023 | 18-Jul-2023 | \$1.00 | \$0.05 | \$0.01 | \$1.06 |

Initialed by
Royal Bank of Canada:



Eugene Basolini
Head, Equipment Finance Solution Centre

Initialed by
RAMBRIDGE STRUCTURE & DESIGN LTD.





Rental Statement

RAMBRIDGE STRUCTURE & DESIGN LTD.
8-8009 57 STREET SE
CALGARY, Alberta
T2C 5K7

PLEASE REMIT PAYMENT TO:
Royal Bank of Canada
Leasing Division
5575 North Service Rd, Suite 300
Burlington, Ontario
L7L 6M1

| Lease Number | Net Equipment Cost | Rental Factor |
|---|---------------------|----------------------------------|
| 874904204 - 201000053944 | \$223,489.86 | N/A |
| RENTAL | | \$55,872.42 |
| GST/HST * | | \$2,793.62 |
| PST/QST * | | \$535.33 |
| SUB TOTAL | | <u><u>\$58,981.37</u></u> |
| ADMINISTRATION FEE | | \$500.00 |
| GST/HST * | | \$25.00 |
| PST/QST * | | \$2.82 |
| SUB TOTAL | | <u><u>\$527.82</u></u> |
| TOTAL DUE ON June 19, 2020 (to be debited from your account) | | <u><u>\$59,509.19</u></u> |

**Taxes are calculated based on equipment location*

This is the only notice of payment that will be sent to you. Your subsequent payments of **\$5,340.21** will be debited from your account on the **19th** of each month starting **July 19, 2020** unless alternative arrangements are made with the bank.

We thank you for this opportunity to provide you with our leasing service.

**RAMBRIDGE STRUCTURE &
DESIGN LTD.**

Per: _____

(authorized signatory and title)

Brent Parken

PRESIDENT

Per: _____

(authorized signatory and title)

GST/HST/PST/QST NO. 105248165 RT0001

Software Addendum

To lease # 874904204-201000053944

between

Royal Bank of Canada (as Lessor)

and RAMBRIDGE STRUCTURE & DESIGN LTD. (as Lessee)

The Lessee declares that software and service license agreements have been or will be entered into by the Lessee with various suppliers in respect of the software programs that will form the subject of the Lease.

The parties agree as follows:

1. Definition

- 1.1 **"License Agreement"** means, for the purposes of this appendix, all software and service license agreements entered into by the Lessee, as well as any other document, agreement, amendment, addition, change or appendix and any other right in respect of the software program which may from time to time be agreed upon during the term of the Lease.
- 1.2 **"Software Program"** means the original version as well as subsequent versions, upgrades, changes or improvements to the original version of a software program, and the original source code or any modified version thereof that may, from time to time, be adopted if the rights to the source code have been acquired by the Lessee under the terms of a License Agreement, as well as any manual or other documentation pertaining to a software program, diskettes, CDs or other media on which a software program is reproduced and any copy of the Software Program, including that kept on file.
- 1.3 **"Supplier"** means the holder of the intellectual property rights in respect of a Software Program.

2. Obligations of the Lessee

2.1 The Lessee undertakes:

- i) to comply with each and every provision of all License Agreements;
- ii) not to terminate or cause to be terminated a License Agreement without the prior written consent of the Lessor for as long as the Lease is in force;
- iii) to deliver promptly to the Lessor a copy of each License Agreement in its entirety;
- iv) not to export a Software Program outside the country without the prior written consent of the Lessor;
- v) not to allow a Software Program to be used by any party whatsoever without the prior written consent of the Lessor;

2.2 In the event that a License Agreement is cancelled for any reason whatsoever, the Lessee undertakes to reimburse the Lessor forthwith for the portion of the unpaid payments or rentals applicable to the Software Program, as determined by the Lessor.

3. Rights of the Lessor

3.1 In the event that the Lessee defaults under the terms of a License Agreement:

- i) the Lessee shall then return the Software Program immediately, without prejudice to any other recourse of the Lessor;
- ii) the Lessee agrees not to keep any copy of the Software Program and to cease using it immediately;
- iii) with the consent of the Supplier, the Lessor may deliver the Software Program to any party that acquires the business of the Lessee, provided such party accepts in writing full responsibility in respect of the License Agreement.

3.2 In the event that the Lessee defaults under the terms of the provisions contained in Article 14 "Events of Default" of the Lease Agreement:



- i) the Lessee shall then return each Software Program immediately, without prejudice to any other recourse of the Lessor;
- ii) the Lessee agrees not to keep a copy of any Software Program and to cease using all Software Programs immediately;
- iii) with the consent of the Supplier, the Lessor may deliver each Software Program to any party that acquires the business of the Lessee, provided such party accepts in writing full responsibility in respect of the License Agreement.

4. Undertakings of the Lessor

4.1 In the event that a Software Program is returned to the Lessor as a result of a default on the part of the Lessee, the Lessor undertakes:

- i) not to do anything that would have the effect of compromising the confidentiality commitments undertaken by the Lessee which have been brought to the attention of the Lessor;
- ii) not to reproduce the Software Program or allow it to be reproduced;
- iii) not to use the Software Program without the prior written consent of the Supplier.

5. Acknowledgement of Debt

The Lessee acknowledges that, notwithstanding the cancellation of a License Agreement and notwithstanding the return of a Software Program to the Bank or to the Supplier, it is and shall remain indebted to the Bank for the portion of the unpaid payments or rentals under the terms of the Lease, as determined by the Bank, that apply to the Software Program.

The Lessee further acknowledges that although no Software Program constitutes a property that could be the subject of a lease within the meaning of Articles 1842 and following of the Civil Code of Québec, the portion of the payments or rentals earmarked for each Software Program, as determined by the Bank, constitutes a debt for which the Lessee is liable to the Bank, on the same basis and in the same manner as if, instead of entering into a lease with the Lessee in respect of each Software Program, the Bank had granted an interest-bearing loan to the Lessee in connection therewith.

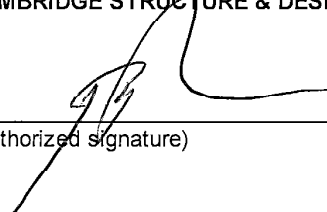
This Friday 19th day of June, 2020

ROYAL BANK OF CANADA



Eugene Basolini
Head, Equipment Finance Solution Centre

RAMBRIDGE STRUCTURE & DESIGN LTD.



(Authorized signature)

(Authorized signature)



Commitment to Lease
Lessee No. 874904204
Lease No. 201000060427
Always refer to these numbers

RAMBRIDGE STRUCTURE & DESIGN LTD.
8-8009 57 STREET SE
CALGARY, Alberta
T2C 5K7

Attention: BRENT PARKER

Royal Bank of Canada (hereinafter called "Royal Bank") is pleased to confirm that we are prepared to acquire, for the purpose of leasing to your Company, the assets (hereinafter called the "Equipment") as described below, upon the terms and conditions hereinafter set forth.

1. Lessee

RAMBRIDGE STRUCTURE & DESIGN LTD. (hereinafter called the "Lessee")

2. Lessor

Royal Bank

3. Equipment

VERTICLE FARM SYSTEM

The Equipment shall remain the property of Royal Bank, and the Lessee shall have no right or interest in the Equipment except as provided in this agreement. The Equipment shall at all times be and remain personal or movable property, regardless of the manner in which it may be attached to any real or immovable property.

4. Net Equipment Cost

The cost of acquisition of the Equipment (the "Net Equipment Cost"), according to your advice, shall not exceed the sum of \$200,000.00. Any increase in the Net Equipment Cost to be paid by Royal Bank is subject to prior written approval.

5. Timing of Purchase

The Equipment must be purchased by Royal Bank prior to May 3, 2021 (hereinafter called the "Expiry Date"). Any extension by Royal Bank of this agreement is subject to prior written approval.

6. Term

The Equipment shall be leased for a term of 84 months.

7. Rental

- a). The rentals shall be based on the RBC COF CAD RBC Lease Base Rate being 1.66% ("Index Rate") on May 5, 2021. If Royal Bank determines, which determination is final, conclusive and binding on the Lessee that adequate and fair means do not exist for ascertaining the Index Rate (including, without limitation, because such rate is not available from or published on a current basis by the services used by Royal Bank to obtain such rate), then Royal Bank shall promptly notify the Lessee of such determination and the rentals shall be based on Royal Bank's US Base Rate as announced from time to time (the "Replacement Index Rate"). For any increase or decrease in the Index Rate or Replacement Index Rate as of the day prior to execution of Royal Bank's Leasing Agreement, the rentals will be adjusted upwards or downwards, as the case may be to reflect the new Index Rate.

- b). For each .1% increase or decrease in the Index Rate as of the day prior to execution of our Lease Schedule, the factor will be adjusted upwards or downwards, as the case may be.

Below rentals are based on a lease finance amount of \$200,000.00 with a commencement date of May 3, 2022. Applicable tax will be added to each rental.

| No. of Rentals | From (Inclusive) | To (Inclusive) | Amount of each Rental Payment | GST/HST | PST/QST | Total Rental Payment |
|----------------|------------------|----------------|-------------------------------|------------|---------|----------------------|
| 1 | May 3, 2022 | June 2, 2022 | \$50,000.00 | \$2,500.00 | \$0.00 | \$52,500.00 |
| 83 | June 3, 2022 | May 2, 2029 | \$2,020.38 | \$101.02 | \$0.00 | \$2,121.40 |
| 1 | May 2, 2029 | May 2, 2029 | \$1.00 | \$0.05 | \$0.00 | \$1.05 |

This Schedule is provided for information purposes only and does not form part of any lease agreement. It may not be used for any other purposes including determination of any prepayment and/or early termination of a lease agreement.

8. Option to Purchase

The Lessee shall have the right to purchase the Equipment on the dates hereinafter set forth in consideration of the respective purchase price established by applying the respective percentage, or amount where applicable, stated hereunder to the Net Equipment Cost.

| <u>Purchase Option Date</u> | <u>Net Equipment Cost</u> |
|------------------------------------|---------------------------|
| After 84 rentals have been paid | \$1.00 |

9. Insurance

The Lessee shall provide evidence of public liability and property damage insurance coverage in respect of the Equipment with limits of not less than \$2,000,000.00. The Equipment must also be insured to its full insurable value against all insurable risks and perils consistent with your usual practice for equipment of the same general classification and furnish evidence to Royal bank prior to the delivery of the equipment and thereafter upon request. Such insurance shall take effect on the date on which Royal Bank assumes responsibility for the Equipment or any part thereof.

10. Documentation and Legal Fees

The Lessee acknowledges that it has reviewed Royal Bank's standard Leasing Agreement(s) and that it is deemed acceptable for use on this transaction. A copy of the standard Leasing Agreement(s) will be provided upon request, if the lessee has not already been provided with one prior to this agreement. All expenses, costs or charges incurred by the Lessor, acting reasonably, for the publication or registration of the Leasing Agreement or other documents related to or connected with this proposed transaction are for your account.

All documents, agreements or writings, including without restriction a Leasing Agreement, in the reasonable opinion of our solicitors required to evidence the lease transaction, shall contain such terms and conditions as may be mutually agreed upon, and shall in all respects be satisfactory to our respective solicitors.

In the event you request changes in the terms and conditions of our standard Leasing Agreement which require us to engage counsel to consider and/or negotiate the details of such changes, then the legal fees thus incurred by us will be for your account.

11. Fees

A fee in the amount of \$500.00 plus applicable taxes, will be collected upon the execution for the Leasing Agreement.

12. Other Agreements and Appendices

All other agreements held by Royal Bank for the purposes of leasing the Equipment described in paragraph (3) which reference this Commitment to Lease are considered part of this agreement. The undernoted appendices, if shown, also form part of this agreement.

13. General Conditions

The Lessee will personally choose and select the Equipment and Royal Bank shall not, in any respect, be liable or responsible for the quality, adequacy or suitability of the Equipment or for any warranty claims for the maintenance, repair or satisfactory operation of the Equipment. Furthermore, the Lessor hereby conveys to the Lessee the warranty resulting from the sale entered into with the supplier.

Royal Bank will not become obligated to purchase the Equipment or any part thereof until the Leasing Agreement and all other documents required shall have been executed between us.

- 14. Any information, disclosure, request, instruction, signature, acceptance, agreement, document, instrument or other communication sent, received or accepted by or on behalf of Lessee by way of any telecommunication or electronic transmission method, including computer, internet, telephone, e-mail or facsimile, (an "Electronic Communication") shall be considered an original thereof, duly authorized by and enforceable against Lessee, even if the Electronic Communication was not actually by or from Lessee or a person representing Lessee or differs in any way from any previous Electronic Communication. Lessee shall keep copies of all Electronic Communications and shall produce them to Royal Bank upon request. Royal Bank's records of Electronic Communications shall be admissible in any legal, administrative or other proceeding as conclusive evidence of the contents thereof and, where applicable, execution by the parties in the same manner as a writing on paper, and Lessee waives any right to object to the introduction of such records in evidence, including any right to object based on the best evidence rule. Royal Bank may convert paper records of this Agreement and any other information, disclosure, request, instruction, signature, acceptance, agreement, document, instrument or other communication delivered to Royal Bank on paper (each, a "Paper Record") into electronic images (each, an "Electronic Image") as part of Royal Bank's normal business practices. Each such Electronic Image shall be considered as an authoritative copy of the Paper Record, shall have the same legal value as the Paper Record, shall be legally binding on the parties and admissible in any legal, administrative or other proceeding as conclusive evidence of the contents thereof in the same manner as the original Paper Record, and Lessee waives any right to object to the introduction of any Electronic Image into evidence, including any right to object based on the best evidence rule.

This Commitment to Lease is open for acceptance by the Lessee for 30 days from the 5th day of May, 2021, after which date, unless extended by us in writing, the same shall lapse, become null and void and be of no further force and effect.

If the foregoing is acceptable to you, please so indicate by executing this agreement and returning a copy to us. Please retain a copy of this agreement for your records and future reference.

We, the undersigned, agree to lease the described Equipment on the above terms and conditions and confirm that we have the authority to sign for on behalf of the Lessee. The Lessee may not assign, cede or otherwise dispose of their rights under this Commitment to Lease and no amendment hereto shall be binding on either of us unless the same is in writing.


Royal Bank and Lessee hereby acknowledge that they have required this Agreement and all related documents to be drawn up in the English language. La Banque Royale et le crédit-preneur reconnaissent avoir exigé que la présente demande de crédit-bail et les documents s'y rattachant soient rédigés en anglais.

Dated on the 5th day of May, 2021.

RAMBRIDGE STRUCTURE & DESIGN LTD.

Royal Bank of Canada

Per: _____
(Authorized Signatory)


Per: _____
Eugene Basolini

Title: _____
PRESIDENT

Per: _____
(Authorized Signatory)

Title: _____



Progress Payment Agreement
(Common Law)

THIS AGREEMENT made the 05 day of May 2021

BETWEEN:
RAMBRIDGE STRUCTURE & DESIGN LTD. ("Lessee")

-and-

ROYAL BANK OF CANADA ("Royal Bank"),

WHEREAS both parties herein confirm arrangements been made concerning the purchase for the purpose of leasing to the Lessee VERTICLE FARM SYSTEM (hereinafter called the "Equipment") to be installed in 8-8009 57 STREET SE, CALGARY , AB, T2C 5K7.

The Lessee further confirms that they will receive the Equipment on behalf of Royal Bank at location(s) designated by the Lessee prior to May 3, 2022, and that Royal Bank will be required to make partial payments (hereinafter called "Progress Payment Advances") of the purchase price prior to that date to various suppliers.

By executing this agreement, and returning same to us, we mutually agree as follows:

1. The Lessee shall lease the Equipment from Royal Bank on or before May 3, 2022, (hereinafter called the "Expiry Date") under the terms and conditions stated in the Lease Application or Commitment to Lease dated May 5, 2021, and Royal Bank's standard Equipment Lease or Master Lease Agreement (and appropriate Leasing Schedule) as applicable, hereinafter referred to as the "Lease", a copy of which can be provided upon request. Notwithstanding the fact that the Lessee has not taken full possession of the Equipment and has not signed Royal Bank's standard form Equipment Acceptance Notice, all terms and conditions of the Lease, including those pertaining to Events of Default and Lessor's Remedies on Default, shall be applicable to this Agreement and are incorporated herein by reference.
2. Royal Bank will pay up to \$200,000.00 (Approved Amount) in respect of the purchase price for the Equipment to the supplier(s), in whole or in part prior to the execution of the Lease.
3. In the event the Lease is not entered into by the Expiry Date, or at such earlier or later date as may be mutually agreed upon, the Lessee shall, at Royal Bank's request purchase the equipment for a purchase price equal to the full amount of money paid to the supplier(s) plus all taxes, installation costs, or otherwise paid, any unpaid Interim Rentals as determined in paragraph (4) hereunder and at the Bank's discretion a cancellation fee not to exceed \$2,500.00 plus applicable taxes (hereinafter called the "Purchase Price"). Such payment shall be deemed due and payable within 10 business days of the Expiry Date, unless otherwise mutually agreed to by both parties in writing. Upon payment in full of the Purchase Price Royal Bank will transfer whatever right or title Royal Bank may have therein. The transfer of Royal Bank's rights or interest in, or title to, said Equipment will be without warranty of any kind on our part.
4. On the last day of every month, until the day on which the Lease takes effect, the Lessee shall pay to Royal Bank an Interim Rental, plus applicable taxes, on all monies paid out by Royal Bank to suppliers to that day. Such Interim Rent shall be based on Royal Bank's Interim Rental Rate "IRR", which fluctuates from time to time based on Royal Bank Prime plus 0.25%, and is calculated using to the undernoted formula:

$$\text{Progress Payment Advances} \times (\text{IRR}/100) \div 365$$

and by multiplying the result thereof by the number of days from and including the day on which payment is made, to and including the last day of the month.

5. The Lessee shall use and preserve the Equipment in a careful and proper manner, and shall cause the Equipment to be operated by competent operators only.
6. The Lessee shall be liable to maintain the Equipment in the same condition in which it was received, normal and responsible wear and tear excepted, and shall bear all costs of operation including all necessary repairs, maintenance and replacements.
7. The Lessee shall, while this Agreement is in effect, at its sole expense place and maintain insurance, in a form, acceptable to Royal Bank and shall provide evidence of such insurance as requested from time to time.

8. The Lessee shall pay an initial set-up fee of \$0.00 upon the execution of this Agreement and a further fee of \$0.00 payable monthly for the management and administration of this Agreement. The Lessee further authorizes Royal Bank to debit the Lessee's account for the purposes of paying aforementioned fees, together with any Interim Rentals due under Paragraph 4 of this Agreement. Details of the Account upon which the Royal Bank is authorized to debit are indicated below and a specimen cheque for the account marked "Void" is attached to this Agreement.

Name of Financial Institution & Number: **RBC 003**
Transit # **01659** Account # **1017631**

9. The Lessee shall indemnify Royal Bank and save harmless from and against any and all loss, damages, costs, expense, claims and demands, liens and other liabilities of every nature and kind whatsoever that may arise or which Royal Bank may sustain by reason of or in consequence of the payment of the whole or part of the purchase price of the Equipment or the use, possession or operation thereof by the Lessee or Royal Bank acting or relying upon any information, disclosure, request, instruction, signature, acceptance, agreement, document, instrument or other communication sent, received or accepted by or on behalf of Lessee by way of any telecommunication or electronic transmission method.
10. The Lessee hereby grants to and in favor of Royal Bank a security interest, within the meaning of the Personal Property Security Act, in all its right, title and interest, from time to time, in the Equipment, such security interest to be given as to each and every of the obligations of the Lessee to Royal Bank, and as to the interest of the Lessee in the Equipment, whether the obligations secured, or the interest in the Equipment arises under this Agreement, the Lease Application or Commitment to Lease, the Lease, or otherwise. Royal Bank shall have, as a consequence of the grant of security interest herein, the rights of a secured creditor, under the Personal Property Security Act, and it shall have the right to exercise each and every of such rights, including the right to provide notice, and seek to exercise its remedies by way of sale or seizure of the Equipment, forthwith upon default under or pursuant to this Agreement, the Lease Application or Commitment to Lease, the Lease, or any other agreement as between the Lessee and Royal Bank relating to the Equipment. Default under the terms of this Agreement include any failure to enter into the Lease, as required by paragraph 3, or to reacquire the Equipment as required in paragraph 3 of this Agreement. The security interest granted herein is, to the extent title or interest in the Equipment is deemed to be that of the Lessee, a purchase money security interest, the acquisition by Royal Bank being an acquisition of Equipment for the purposes of lease to Lessee. Royal Bank hereby reserves all right, title, and interest in and to the Equipment, on the terms and conditions as provided in the Lease.
11. Any information, disclosure, request, instruction, signature, acceptance, agreement, document, instrument or other communication sent, received or accepted by or on behalf of Lessee by way of any telecommunication or electronic transmission method, including computer, internet, telephone, e-mail or facsimile, (an "Electronic Communication") shall be considered an original thereof, duly authorized by and enforceable against Lessee, even if the Electronic Communication was not actually by or from Lessee or a person representing Lessee or differs in any way from any previous Electronic Communication. Lessee shall keep copies of all Electronic Communications and shall produce them to Royal Bank upon request. Royal Bank's records of Electronic Communications shall be admissible in any legal, administrative or other proceeding as conclusive evidence of the contents thereof and, where applicable, execution by the parties in the same manner as a writing on paper, and Lessee waives any right to object to the introduction of such records in evidence, including any right to object based on the best evidence rule. Royal Bank may convert paper records of this Agreement and any other information, disclosure, request, instruction, signature, acceptance, agreement, document, instrument or other communication delivered to Royal Bank on paper (each, a "Paper Record") into electronic images (each, an "Electronic Image") as part of Royal Bank's normal business practices. Each such Electronic Image shall be considered as an authoritative copy of the Paper Record, shall have the same legal value as the Paper Record, shall be legally binding on the parties and admissible in any legal, administrative or other proceeding as conclusive evidence of the contents thereof in the same manner as the original Paper Record, and Lessee waives any right to object to the introduction of any Electronic Image into evidence, including any right to object based on the best evidence rule.

This Agreement does not constitute a lease of the Equipment.

This Agreement shall be binding upon and enure to the benefit of both parties, their respective successors, administrators and assigns.


ROYAL BANK OF CANADA



Eugene Basolini
Head, Equipment Finance Solution Centre

RAMBRIDGE STRUCTURE & DESIGN LTD.

Per: _____



BRENT PARKER - PRESIDENT

Per: _____

Summary of Your Registration

(This is not a Verification Statement)

ALBERTA

Requested By: CEDMISTON

Request Date: 06-MAY-2021

R=R ID#: 805663

SUBMITTED REGISTRATION

Registration Type: SECURITY AGREEMENT

Client Reference#: 201000060427

Docket#: 874904204

Registration Period: 8

Trust Indenture:

Notes:

Debtor : RAMBRIDGE STRUCTURE & DESIGN LTD.
8 - 8009 57 STREET SE
CALGARY AB T2C 5K7

General Collateral: EQUIPMENT AS FURTHER DESCRIBED UNDER LEASE CONTRACT # 201000060427. EQUIPMENT DESCRIPTION: NETLED VERA COMPACT VERTICAL FARMING SYSTEM C/W ATTACHMENTS AND ACCESSORIES TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.

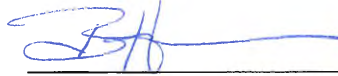
Secured Party: 045235 ROYAL BANK OF CANADA
300-5575 NORTH SERVICE RD
BURLINGTON ON L7L 6M1

Register the same details in another province

This is Exhibit "C"
referenced in the Affidavit of

ALICE CHAN

sworn before me on this 7 day of March 2023



A Commissioner for Oaths in and for Alberta

BARBARA ANN HUTMA
MY COMMISSION EXPIRES
DECEMBER 28, 2024

RAMBRIDGE STRUCTURE & DESIGN

Payout Balances - Mar 3, 2023

| Borrower | Facility | Facility # | Principal | Interest | Insurance | Total | Per Diem Interest |
|-------------------|-------------------|-------------------------|------------------------|---------------------|------------------|------------------------|--|
| Rambridge | Visa | Visa ending 7748 | \$ 890.77 | | - | \$ 890.77 | |
| Rambridge | Visa | Visa ending 7839 | \$ 12,125.93 | | | \$ 12,125.93 | |
| Rambridge | Visa | Visa ending 1005 | \$ 6,070.80 | | | \$ 6,070.80 | |
| Rambridge | Visa | Visa ending 2425 | \$ 6,800.44 | | | \$ 6,800.44 | |
| Rambridge | Operating Line | 3009 80106065-001 | \$ 1,732,085.00 | \$ 3,632.36 | | \$ 1,735,717.36 | \$ 365.40 |
| Rambridge | Term Loan | 3009 80106065-002 | \$ 200,000.00 | \$ 210.96 | | \$ 200,210.96 | \$ 42.19 |
| | | Total Facilities | \$ 1,957,972.94 | \$ 3,843.32 | | \$ 1,961,816.26 | |
| | | | Amount | Taxes | | | |
| Rambridge | Fixed Lease | 201000053944 | \$ 20,234.88 | \$ 1,125.94 | | \$ 21,360.82 | |
| Rambridge | Fixed Lease | 201000057242 | \$ 6,714.51 | \$ 805.75 | | \$ 7,520.26 | |
| Rambridge | Fixed Lease | 201000060148 | \$ 3,981.04 | \$ 199.05 | | \$ 4,180.09 | |
| Rambridge | IFA Interim Lease | 201000060427 | \$ 136,860.83 | \$ 6,843.05 | | \$ 143,703.88 | |
| Rambridge | IFA Interim Lease | 201000064085 | \$ 788,586.68 | \$ 39,429.34 | | \$ 828,016.02 | |
| | | Total Lease | \$ 956,377.94 | \$ 48,403.13 | | \$ 1,004,781.07 | |
| | | | | | | | Lease balances as of Feb 3, 2023. |
| Professional Fees | | | | | | \$ 8,602.08 | |
| Professional Fees | | | | | | \$ 53,572.58 | |
| | | | | | | Total | \$ 62,174.66 |
| | | | \$ 2,914,350.88 | \$ 52,246.45 | | \$ 3,028,771.99 | |

This is Exhibit "D"
referenced in the Affidavit of

ALICE CHAN

sworn before me on this 7 day of March 2023



A Commissioner for Oaths in and for Alberta

COMMISSIONER FOR OATHS
ALBERTA
NOVEMBER 20, 2024

GUARANTEE AND POSTPONEMENT OF CLAIM

TO: ROYAL BANK OF CANADA

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by **Rambridge Structure & Design Ltd** (hereinafter called the "Customer") to the Bank or remaining unpaid by the Customer to the Bank, heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the Customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the Customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "Liabilities"); the liability of the undersigned hereunder being limited to the sum of **\$250,000.00 Two Hundred Fifty Thousand Dollars** together with interest thereon from the date of demand for payment at a rate equal to the **Bank's Prime Interest Rate per annum in effect from time to time plus 5.000 Five percent per annum** as well after as before default and judgment.

AND THE UNDERSIGNED AND EACH OF THEM (IF MORE THAN ONE) HEREBY JOINTLY AND SEVERALLY AGREE(S) WITH THE BANK AS FOLLOWS:

(1) The Bank may grant time, renewals, extensions, indulgences, releases and discharges to, take securities (which word as used herein includes securities taken by the Bank from the Customer and others, monies which the Customer has on deposit with the Bank, other assets of the Customer held by the Bank in safekeeping or otherwise, and other guarantees) from and give the same and any or all existing securities up to, abstain from taking securities from, or perfecting securities of, cease or refrain from giving credit or making loans or advances to, or change any term or condition applicable to the liabilities, including without limitation, the rate of interest or maturity date, if any, or introduce new terms and conditions with regard to the liabilities, or accept compositions from and otherwise deal with, the Customer and others and with all securities as the Bank may see fit, and may apply all moneys at any time received from the Customer or others or from securities upon such part of the liabilities as the Bank deems best and change any such application in whole or in part from time to time as the Bank may see fit, the whole without in any way limiting or lessening the liability of the undersigned under this guarantee, and no loss of or in respect of any securities received by the Bank from the Customer or others, whether occasioned by the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.

(2) This guarantee shall be a continuing guarantee and shall cover all the Liabilities, and it shall apply to and secure any ultimate balance due or remaining unpaid to the Bank.

(3) The Bank shall not be bound to exhaust its recourse against the Customer or others or any securities it may at any time hold before being entitled to payment from the undersigned of the Liabilities. The undersigned renounce(s) to all benefits of discussion and division.

(4) The undersigned or any of them may, by notice in writing delivered to the Manager of the branch or agency of the Bank receiving this instrument, with effect from and after the date that is 30 days following the date of receipt by the Bank of such notice, determine their or his/her liability under this guarantee in respect of Liabilities thereafter incurred or arising but not in respect of any Liabilities theretofore incurred or arising even though not then matured, provided, however, that notwithstanding receipt of any such notice the Bank may fulfil any requirements of the Customer based on agreements express or implied made prior to the receipt of such notice and any resulting Liabilities shall be covered by this guarantee; and provided further that in the event of the determination of this guarantee as to one or more of the undersigned it shall remain a continuing guarantee as to the other or others of the undersigned.

(5) All indebtedness and liability, present and future, of the customer to the undersigned or any of them are hereby assigned to the Bank and postponed to the liabilities, and all moneys received by the undersigned or any of them in respect thereof shall be received in trust for the Bank and forthwith upon receipt shall be paid over to the Bank, the



whole without in any way limiting or lessening the liability of the undersigned under the foregoing guarantee; and this assignment and postponement is independent of the said guarantee and shall remain in full effect notwithstanding that the liability of the undersigned or any of them under the said guarantee may be extinct. The term "Liabilities", as previously defined, for purposes of the postponement feature provided by this agreement, and this section in particular, includes any funds advanced or held at the disposal of the Customer under any line(s) of credit.

(6) This guarantee and agreement shall not be affected by the death or loss or diminution of capacity of the undersigned or any of them or by any change in the name of the Customer or in the membership of the Customer's firm through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, or by the acquisition of the Customer's business by a corporation, or by any change whatsoever in the objects, capital structure or constitution of the Customer, or by the Customer's business being amalgamated with a corporation, but shall notwithstanding the happening of any such event continue to apply to all the Liabilities whether theretofore or thereafter incurred or arising and in this instrument the word "Customer" shall include every such firm and corporation.

(7) This guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time or times of any sum or sums of money for the time being due or remaining unpaid to the Bank, and all dividends, compositions, proceeds of security valued and payments received by the Bank from the Customer or from others or from estates shall be regarded for all purposes as payments in gross without any right on the part of the undersigned to claim in reduction of the liability under this guarantee the benefit of any such dividends, compositions, proceeds or payments or any securities held by the Bank or proceeds thereof, and the undersigned shall have no right to be subrogated in any rights of the Bank until the Bank shall have received payment in full of the Liabilities.

(8) All monies, advances, renewals, credits and credit facilities in fact borrowed or obtained from the Bank shall be deemed to form part of the Liabilities, notwithstanding any lack or limitation of status or of power, incapacity or disability of the Customer or of the directors, partners or agents of the Customer, or that the Customer may not be a legal or suable entity, or any irregularity, defect or informality in the borrowing or obtaining of such monies, advances, renewals, credits or credit facilities, or any other reason, similar or not, the whole whether known to the Bank or not. Any sum which may not be recoverable from the undersigned on the footing of a guarantee, whether for the reasons set out in the previous sentence, or for any other reason, similar or not, shall be recoverable from the undersigned and each of them as sole or principal debtor in respect of that sum, and shall be paid to the Bank on demand with interest and accessories.

(9) This guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given, at any time held by the Bank, and any present or future obligation to the Bank incurred or arising otherwise than under a guarantee, of the undersigned or any of them or of any other obligant, whether bound with or apart from the Customer; excepting any guarantee surrendered for cancellation on delivery of this instrument.

(10) The undersigned and each of them shall be bound by any account settled between the Bank and the Customer, and if no such account has been so settled immediately before demand for payment under this guarantee any account stated by the Bank shall be accepted by the undersigned and each of them as conclusive evidence of the amount which at the date of the account so stated is due by the Customer to the Bank or remains unpaid by the Customer to the Bank.

(11) This guarantee and agreement shall be operative and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank shall be conclusive evidence against the undersigned and each of them that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any conditions precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Bank each signatory thereof obtains from the Manager of the branch or agency of the Bank receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.

(12) No suit based on this guarantee shall be instituted until demand for payment has been made, and demand for payment shall be deemed to have been effectually made upon any guarantor if and when an envelope containing such demand, addressed to such guarantor at the address of such guarantor last known to the Bank, is posted, postage prepaid, in the post office, and in the event of the death of any guarantor demand for payment addressed to any of such guarantor's heirs, executors, administrators or legal representatives at the address of the addressee last known to the Bank and posted as aforesaid shall be deemed to have been effectually made upon all of them. Moreover, when demand for payment has been made, the undersigned shall also be liable to the Bank for all legal costs (on a solicitor and own client basis) incurred by or on behalf of the Bank resulting from any action instituted on the basis of this guarantee. All payments hereunder shall be made to the Bank at a branch or agency of the Bank.

(13) This instrument covers all agreements between the parties hereto relative to this guarantee and assignment and postponement, and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein.

(14) This guarantee and agreement shall extend to and enure to the benefit of the Bank and its successors and assigns, and every reference herein to the undersigned or to each of them or to any of them, is a reference to and shall be construed as including the undersigned and the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned or of each of them or of any of them, as the case may be, to and upon all of whom this guarantee and agreement shall extend and be binding.

(15) Prime Interest Rate is the annual rate of interest announced from time to time by Royal Bank of Canada as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada.

(16) This Guarantee and Postponement of Claim shall be governed by and construed in accordance with the laws of the Province of Alberta ("Jurisdiction"). The undersigned irrevocably submits to the courts of the Jurisdiction in any action or proceeding arising out of or relating to this Guarantee and Postponement of Claim, and irrevocably agrees that all such actions and proceedings may be heard and determined in such courts, and irrevocably waives, to the fullest extent possible, the defense of an inconvenient forum. The undersigned agrees that a judgment or order in any such action or proceeding may be enforced in other jurisdictions in any manner provided by law. Provided, however, that the Bank may serve legal process in any manner permitted by law or may bring an action or proceeding against the undersigned or the property or assets of the undersigned in the courts of any other jurisdiction.

(Applicable in all P.P.S.A. Provinces except Ontario.)

(17) The Undersigned hereby acknowledges receipt of a copy of this agreement.

(18) The Undersigned hereby waives Undersigned's right to receive a copy of any Financing Statement or Financing Change Statement registered by the Bank.

EXECUTED at Calgary, Alberta this August 22, 2011
(MONTH) (DAY) (YEAR)

IN THE PRESENCE OF

Witness _____

BRENT PARTER

Witness _____

Witness _____

Witness _____

(To be completed when the guarantee is stated to be governed by the laws of the Province of Alberta, the loan is repayable in Alberta, the guarantee is executed in Alberta, the Customer carries on business in Alberta, or the guarantor is resident or owns assets in Alberta.)

(To be completed only where the guarantor is not a corporation)

**THE GUARANTEES ACKNOWLEDGEMENT ACT, (ALBERTA)
CERTIFICATE OF NOTARY PUBLIC**

I HEREBY CERTIFY THAT:

(1) Brent Andrew Parker of Calgary in the Province of Alberta, the guarantor in the guarantee dated Aug 22, 2011 made between ROYAL BANK OF CANADA and Brent Andrew Parker, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;

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

Given at Calgary Alberta this Aug 22, 2011 under my hand and seal of office

(SEAL OF NOTARY PUBLIC)

A NOTARY PUBLIC IN AND FOR THE PROVINCE OF ALBERTA
JEFFREY B. WOODRUFF
Barrister & Solicitor, Notary Public
in and for the Province of Alberta
120, 3636 - 23 STREET N.E.
CALGARY, ALBERTA T2E 8Z5
PH: (403) 291-2532

STATEMENT OF GUARANTOR

I am the person named in the certificate

Signature of Guarantor

(Guarantor to sign in presence of Notary Public)

(To be completed when the guarantee is stated to be governed by the laws of the Province of Saskatchewan and the Borrower or Guarantor is a farmer in Saskatchewan, or the farmer or Guarantor owns farm assets in Saskatchewan.)

**THE SASKATCHEWAN FARM SECURITY ACT ACKNOWLEDGEMENT OF GUARANTEE
(SECTION 31)**

CERTIFICATE OF LAWYER OR NOTARY PUBLIC

I HEREBY CERTIFY THAT:

(1) Brent Andrew Parker of Calgary in the Province of Alberta, the guarantor in the guarantee dated _____ made between ROYAL BANK OF CANADA and Brent Andrew Parker, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;

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

(3) I have not prepared any documents on behalf of the creditor, Royal Bank of Canada, relating to the transaction and I am not otherwise interested in the transaction;

(4) I acknowledge that the guarantor signed the following "Statement of Guarantor" in my presence.

Given at _____ this _____ under my hand and seal of office

(SEAL REQUIRED WHERE NOTARY PUBLIC SIGNS CERTIFICATE)

A LAWYER OR A NOTARY PUBLIC IN AND FOR

STATEMENT OF GUARANTOR

I am the person named in the certificate

Signature of Guarantor



Royal Bank of Canada
Guarantee and Postponement of Claim

SRF: 874904204
Borrower: RAMBRIDGE STRUCTURE & DESIGN LTD.

1333 32ND AVE NE
CALGARY
ALBERTA
T2E 7Z5
CA

TO: ROYAL BANK OF CANADA

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by **RAMBRIDGE STRUCTURE & DESIGN LTD.** (hereinafter called the "Customer") to the Bank or remaining unpaid by the Customer to the Bank, heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the Customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the Customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "Liabilities"); the liability of the undersigned hereunder being limited to the sum of **\$775,000.00** together with interest thereon from the date of demand for payment at a rate equal to **the Bank's Prime Interest Rate plus 5.00 percent per annum** as well after as before default and judgment.

AND THE UNDERSIGNED AND EACH OF THEM (IF MORE THAN ONE) HEREBY JOINTLY AND SEVERALLY AGREE(S) WITH THE BANK AS FOLLOWS:

(1) The Bank may grant time, renewals, extensions, indulgences, releases and discharges to, take securities (which word as used herein includes securities taken by the Bank from the Customer and others, monies which the Customer has on deposit with the Bank, other assets of the Customer held by the Bank in safekeeping or otherwise, and other guarantees) from and give the same and any or all existing securities up to, abstain from taking securities from, or perfecting securities of, cease or refrain from giving credit or making loans or advances to, or change any term or condition applicable to the Liabilities, including without limitation, the rate of interest or maturity date, if any, or introduce new terms and conditions with regard to the Liabilities, or accept compositions from and otherwise deal with, the Customer and others and with all securities as the Bank may see fit, and may apply all moneys at any time received from the Customer or others or from securities upon such part of the Liabilities as the Bank deems best and change any such application in whole or in part from time to time as the Bank may see fit, the whole without in any way limiting or lessening the liability of the undersigned under this guarantee, and no loss of or in respect of any securities received by the Bank from the Customer or others, whether occasioned by the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.

(2) This guarantee shall be a continuing guarantee and shall cover all the Liabilities, and it shall apply to and secure any ultimate balance due or remaining unpaid to the Bank.

(3) The Bank shall not be bound to exhaust its recourse against the Customer or others or any securities it may at any time hold before being entitled to payment from the undersigned of the Liabilities. The undersigned renounce(s) to all benefits of discussion and division.

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(4) The undersigned or any of them may, by notice in writing delivered to the Manager of the branch or agency of the Bank receiving this instrument, with effect from and after the date that is 30 days following the date of receipt by the Bank of such notice, determine their or his/her liability under this guarantee in respect of Liabilities thereafter incurred or arising but not in respect of any Liabilities theretofore incurred or arising even though not then matured, provided, however, that notwithstanding receipt of any such notice the Bank may fulfil any requirements of the Customer based on agreements express or implied made prior to the receipt of such notice and any resulting Liabilities shall be covered by this guarantee; and provided further that in the event of the determination of this guarantee as to one or more of the undersigned it shall remain a continuing guarantee as to the other or others of the undersigned.

(5) All indebtedness and liability, present and future, of the customer to the undersigned or any of them are hereby assigned to the Bank and postponed to the Liabilities, and all moneys received by the undersigned or any of them in respect thereof shall be received in trust for the Bank and forthwith upon receipt shall be paid over to the Bank, the whole without in any way limiting or lessening the liability of the undersigned under the foregoing guarantee; and this assignment and postponement is independent of the said guarantee and shall remain in full effect notwithstanding that the liability of the undersigned or any of them under the said guarantee may be extinct. The term "Liabilities", as previously defined, for purposes of the postponement feature provided by this agreement, and this section in particular, includes any funds advanced or held at the disposal of the Customer under any line(s) of credit.

(6) This guarantee and agreement shall not be affected by the death or loss or diminution of capacity of the undersigned or any of them or by any change in the name of the Customer or in the membership of the Customer's firm through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, or by the acquisition of the Customer's business by a corporation, or by any change whatsoever in the objects, capital structure or constitution of the Customer, or by the Customer's business being amalgamated with a corporation, but shall notwithstanding the happening of any such event continue to apply to all the Liabilities whether theretofore or thereafter incurred or arising and in this instrument the word "Customer" shall include every such firm and corporation.

(7) This guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time or times of any sum or sums of money for the time being due or remaining unpaid to the Bank, and all dividends, compositions, proceeds of security valued and payments received by the Bank from the Customer or from others or from estates shall be regarded for all purposes as payments in gross without any right on the part of the undersigned to claim in reduction of the liability under this guarantee the benefit of any such dividends, compositions, proceeds or payments or any securities held by the Bank or proceeds thereof, and the undersigned shall have no right to be subrogated in any rights of the Bank until the Bank shall have received payment in full of the Liabilities.

(8) All monies, advances, renewals, credits and credit facilities in fact borrowed or obtained from the Bank shall be deemed to form part of the Liabilities, notwithstanding any lack or limitation of status or of power, incapacity or disability of the Customer or of the directors, partners or agents of the Customer, or that the Customer may not be a legal or suable entity, or any irregularity, defect or informality in the borrowing or obtaining of such monies, advances, renewals, credits or credit facilities, or any other reason, similar or not, the whole whether known to the Bank or not. Any sum which may not be recoverable from the undersigned on the footing of a guarantee, whether for the reasons set out in the previous sentence, or for any other reason, similar or not, shall be recoverable from the undersigned and each of them as sole or principal debtor in respect of that sum, and shall be paid to the Bank on demand with interest and accessories.

(9) This guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given, at any time held by the Bank, and any present or future obligation to the Bank incurred or arising otherwise than under a guarantee, of the undersigned or any of them or of any other obligant, whether bound with or apart from the Customer; excepting any guarantee surrendered for cancellation on delivery of this instrument or confirmed in writing by the Bank to be cancelled.

(10) The undersigned and each of them shall be bound by any account settled between the Bank and the Customer, and if no such account has been so settled immediately before demand for payment under this guarantee any account stated by the Bank shall be accepted by the undersigned and each of them as conclusive evidence of the amount which at the date of the account so stated is due by the Customer to the Bank or remains unpaid by the Customer to the Bank.

(11) This guarantee and agreement shall be operative and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank shall

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be conclusive evidence against the undersigned and each of them that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any conditions precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Bank each signatory thereof obtains from the Manager of the branch or agency of the Bank receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.

(12) No suit based on this guarantee shall be instituted until demand for payment has been made, and demand for payment shall be deemed to have been effectually made upon any guarantor if and when an envelope containing such demand, addressed to such guarantor at the address of such guarantor last known to the Bank, is posted, postage prepaid, in the post office, and in the event of the death of any guarantor demand for payment addressed to any of such guarantor's heirs, executors, administrators or legal representatives at the address of the addressee last known to the Bank and posted as aforesaid shall be deemed to have been effectually made upon all of them. Moreover, when demand for payment has been made, the undersigned shall also be liable to the Bank for all legal costs (on a solicitor and own client basis) incurred by or on behalf of the Bank resulting from any action instituted on the basis of this guarantee. All payments hereunder shall be made to the Bank at a branch or agency of the Bank.

(13) This instrument covers all agreements between the parties hereto relative to this guarantee and assignment and postponement, and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein.

(14) This guarantee and agreement shall extend to and enure to the benefit of the Bank and its successors and assigns, an every reference herein to the undersigned or to each of them or to any of them, is a reference to and shall be construed as including the undersigned and the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned or of each of them or of any of them, as the case may be, to and upon all of whom this guarantee and agreement shall extend and be binding.

(15) Prime Interest Rate is the annual rate of interest announced from time to time by Royal Bank of Canada as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada.

(16) This Guarantee and Postponement of Claim shall be governed by and construed in accordance with the laws of the province of ALBERTA ("Jurisdiction"). The undersigned irrevocably submits to the courts of the Jurisdiction in any action or proceeding arising out of or relating to this Guarantee and Postponement of Claim, and irrevocably agrees that all such actions and proceedings may be heard and determined in such courts, and irrevocably waives, to the fullest extent possible, the defense of an inconvenient forum. The undersigned agrees that a judgment or order in any such action or proceeding may be enforced in other jurisdictions in any manner provided by law. Provided, however, that the Bank may serve legal process in any manner permitted by law or may bring an action or proceeding against the undersigned or the property or assets of the undersigned in the courts of any other jurisdiction.

(17) The Undersigned hereby acknowledges receipt of a copy of this agreement.

(Applicable in all P.P.S.A. except Ontario.) (18) The Undersigned hereby waives Undersigned's right to receive a copy of any Financing Statement or Financing Change Statement registered by the Bank.

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EXECUTED this JUNE 22, 2015
(MONTH) (DAY) (YEAR)

IN THE PRESENCE OF
[Signature]
Witness Signature:

x [Signature]
BRENT PARKER

Name: GREGORY C. COLLIER

Insert the full name and address of Guarantor (Undersigned above).

Full name and address

BRENT PARKER
104 MT CASCADE CLOSE SE
CALGARY
ALBERTA
T2Z2K5
CA

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(To be completed when the guarantee is stated to be governed by the laws of the Province of Alberta, the loan is repayable in Alberta, the guarantee is executed in Alberta, the Customer carries on business in Alberta, or the guarantor is resident or owns assets in Alberta.)

To be completed only when the guarantor is not a corporation)

**THE GUARANTEES ACKNOWLEDGEMENT ACT, (ALBERTA)
CERTIFICATE OF BARRISTER AND SOLICITOR**

I HEREBY CERTIFY THAT:

(1) BRENT PARKER, the guarantor in the guarantee dated JUNE 22 2015 made between ROYAL BANK OF CANADA and BRENT PARKER, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;

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

CERTIFIED by GREGORY C. COLLVER, Barrister and Solicitor at the CITY of CALGARY, in the Province of Alberta, this 22 day of JUNE, 2015.

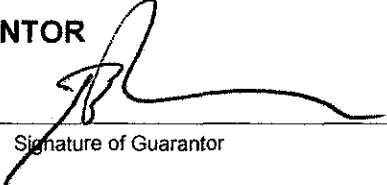
GREGORY C. COLLVER
A Commissioner for Oaths-Notary Public
in and for the Province of Alberta
My Appointment expires at the pleasure
of the Attorney General
for the Province of Alberta


Signature

(Guarantor to sign in presence of Barrister and Solicitor)

STATEMENT OF GUARANTOR

I am the person named in the certificate X


Signature of Guarantor

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Royal Bank of Canada Guarantee and Postponement of Claim

SRF:
874904204

BRANCH ADDRESS:
1333 32ND AVE NE
CALGARY, AB
T2E 7Z5

BORROWER:
RAMBRIDGE STRUCTURE & DESIGN LTD.

TO: ROYAL BANK OF CANADA

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by **RAMBRIDGE STRUCTURE & DESIGN LTD.** (hereinafter called the "Customer") to the Bank or remaining unpaid by the Customer to the Bank, heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the Customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the Customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "Liabilities"); the liability of the undersigned hereunder being limited to the sum of **\$900,000.00 Nine Hundred Thousand Dollars** together with interest thereon from the date of demand for payment at a rate equal to the **Prime Interest Rate of the Bank plus 5.000 Five percent per annum** as well after as before default and judgment.

AND THE UNDERSIGNED AND EACH OF THEM (IF MORE THAN ONE) HEREBY JOINTLY AND SEVERALLY AGREE(S) WITH THE BANK AS FOLLOWS:

- (1) The Bank may grant time, renewals, extensions, indulgences, releases and discharges to, take securities (which word as used herein includes securities taken by the Bank from the Customer and others, monies which the Customer has on deposit with the Bank, other assets of the Customer held by the Bank in safekeeping or otherwise, and other guarantees) from and give the same and any or all existing securities up to, abstain from taking securities from, or perfecting securities of, cease or refrain from giving credit or making loans or advances to, or change any term or condition applicable to the Liabilities, including without limitation, the rate of interest or maturity date, if any, or introduce new terms and conditions with regard to the Liabilities, or accept compositions from and otherwise deal with, the Customer and others and with all securities as the Bank may see fit, and may apply all moneys at any time received from the Customer or others or from securities upon such part of the Liabilities as the Bank deems best and change any such application in whole or in part from time to time as the Bank may see fit, the whole without in any way limiting or lessening the liability of the undersigned under this guarantee, and no loss of or in respect of any securities received by the Bank from the Customer or others, whether occasioned by the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.
- (2) This guarantee shall be a continuing guarantee and shall cover all the Liabilities, and it shall apply to and secure any ultimate balance due or remaining unpaid to the Bank.
- (3) The Bank shall not be bound to exhaust its recourse against the Customer or others or any securities it may at any time hold before being entitled to payment from the undersigned of the Liabilities. The undersigned renounce(s) to all benefits of discussion and division.
- (4) The undersigned or any of them may, by notice in writing delivered to the Manager of the branch or agency of the Bank receiving this instrument, with effect from and after the date that is 30 days following the date of receipt by the Bank of such notice, determine their or his/her liability under this guarantee in respect of Liabilities thereafter incurred or arising but not in respect of any Liabilities theretofore incurred or arising even though not then matured, provided, however, that notwithstanding receipt of any such notice the Bank may fulfil any requirements of the Customer based on agreements express or implied made prior to the receipt of such notice and any resulting Liabilities shall be covered by this guarantee; and provided further that in the event of the determination of this guarantee as to one or more of the undersigned it shall remain a continuing guarantee as to the other or others of the undersigned.
- (5) All indebtedness and liability, present and future, of the customer to the undersigned or any of them are hereby assigned to the Bank and postponed to the Liabilities, and all moneys received by the undersigned or any of them in respect thereof shall be received in trust for the Bank and forthwith upon receipt shall be paid over to the Bank, the whole without in any way limiting or lessening the liability of the undersigned under the foregoing guarantee; and this assignment and postponement is independent of the said guarantee and shall remain in full effect notwithstanding that the liability of the undersigned or any of them under the said guarantee may be extinct. The term "Liabilities", as previously defined, for purposes of the postponement feature provided by this agreement, and this section in particular, includes any funds advanced or held at the disposal of the Customer under any line(s) of credit.
- (6) This guarantee and agreement shall not be affected by the death or loss or diminution of capacity of the undersigned or any of them or by any change in the name of the Customer or in the membership of the Customer's firm through the death or retirement of

one or more partners or the introduction of one or more other partners or otherwise, or by the acquisition of the Customer's business by a corporation, or by any change whatsoever in the objects, capital structure or constitution of the Customer, or by the Customer's business being amalgamated with a corporation, but shall notwithstanding the happening of any such event continue to apply to all the Liabilities whether theretofore or thereafter incurred or arising and in this instrument the word "Customer" shall include every such firm and corporation.

(7) This guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time or times of any sum or sums of money for the time being due or remaining unpaid to the Bank, and all dividends, compositions, proceeds of security valued and payments received by the Bank from the Customer or from others or from estates shall be regarded for all purposes as payments in gross without any right on the part of the undersigned to claim in reduction of the liability under this guarantee the benefit of any such dividends, compositions, proceeds or payments or any securities held by the Bank or proceeds thereof, and the undersigned shall have no right to be subrogated in any rights of the Bank until the Bank shall have received payment in full of the Liabilities.

(8) All monies, advances, renewals, credits and credit facilities in fact borrowed or obtained from the Bank shall be deemed to form part of the Liabilities, notwithstanding any lack or limitation of status or of power, incapacity or disability of the Customer or of the directors, partners or agents of the Customer, or that the Customer may not be a legal or suable entity, or any irregularity, defect or informality in the borrowing or obtaining of such monies, advances, renewals, credits or credit facilities, or any other reason, similar or not, the whole whether known to the Bank or not. Any sum which may not be recoverable from the undersigned on the footing of a guarantee, whether for the reasons set out in the previous sentence, or for any other reason, similar or not, shall be recoverable from the undersigned and each of them as sole or principal debtor in respect of that sum, and shall be paid to the Bank on demand with interest and accessories.

(9) This guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given, at any time held by the Bank, and any present or future obligation to the Bank incurred or arising otherwise than under a guarantee, of the undersigned or any of them or of any other obligant, whether bound with or apart from the Customer; excepting any guarantee surrendered for cancellation on delivery of this instrument or confirmed in writing by the Bank to be cancelled.

(10) The undersigned and each of them shall be bound by any account settled between the Bank and the Customer, and if no such account has been so settled immediately before demand for payment under this guarantee any account stated by the Bank shall be accepted by the undersigned and each of them as conclusive evidence of the amount which at the date of the account so stated is due by the Customer to the Bank or remains unpaid by the Customer to the Bank.

(11) This guarantee and agreement shall be operative and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank shall be conclusive evidence against the undersigned and each of them that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any conditions precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Bank each signatory thereof obtains from the Manager of the branch or agency of the Bank receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.

(12) No suit based on this guarantee shall be instituted until demand for payment has been made, and demand for payment shall be deemed to have been effectually made upon any guarantor if and when an envelope containing such demand, addressed to such guarantor at the address of such guarantor last known to the Bank, is posted, postage prepaid, in the post office, and in the event of the death of any guarantor demand for payment addressed to any of such guarantor's heirs, executors, administrators or legal representatives at the address of the addressee last known to the Bank and posted as aforesaid shall be deemed to have been effectually made upon all of them. Moreover, when demand for payment has been made, the undersigned shall also be liable to the Bank for all legal costs (on a solicitor and own client basis) incurred by or on behalf of the Bank resulting from any action instituted on the basis of this guarantee. All payments hereunder shall be made to the Bank at a branch or agency of the Bank.

(13) This instrument covers all agreements between the parties hereto relative to this guarantee and assignment and postponement, and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein.

(14) This guarantee and agreement shall extend to and enure to the benefit of the Bank and its successors and assigns, and every reference herein to the undersigned or to each of them or to any of them, is a reference to and shall be construed as including the undersigned and the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned or of each of them or of any of them, as the case may be, to and upon all of whom this guarantee and agreement shall extend and be binding.

(15) Prime Interest Rate is the annual rate of interest announced from time to time by Royal Bank of Canada as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada.

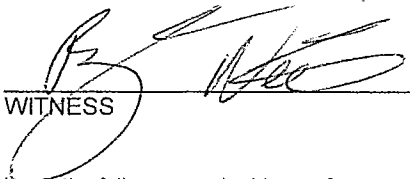
(16) This Guarantee and Postponement of Claim shall be governed by and construed in accordance with the laws of the **Province of Alberta** ("Jurisdiction"). The undersigned irrevocably submits to the courts of the Jurisdiction in any action or proceeding arising out of or relating to this Guarantee and Postponement of Claim, and irrevocably agrees that all such actions and proceedings may be heard and determined in such courts, and irrevocably waives, to the fullest extent possible, the defense of an inconvenient forum. The undersigned agrees that a judgment or order in any such action or proceeding may be enforced in other jurisdictions in any manner provided by law. Provided, however, that the Bank may serve legal process in any manner permitted by law or may

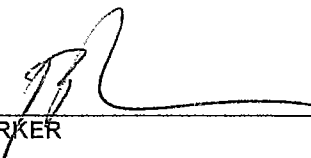
bring an action or proceeding against the undersigned or the property or assets of the undersigned in the courts of any other jurisdiction.

(17) The Undersigned hereby acknowledges receipt of a copy of this agreement.

(18) The Undersigned hereby waives Undersigned's right to receive a copy of any Financing Statement or Financing Change Statement registered by the Bank.

EXECUTED this 2ND day of APRIL, 2020


WITNESS


BRENT PARKER

Insert the full name and address of guarantor (Undersigned above).

| |
|--|
| <u>Full name and address</u> |
| BRENT PARKER |
| 104 MT CASCADE CLOSE SE, CALGARY, AB T2Z 2K5 |

BRYAN JAMES NEILL
A Commissioner for Oaths
in and for the Province of Alberta
My Commission Expires May 03, 2021

(Applicable
in all
P.P.S.A
Provinces.)

(To be completed when the guarantee is stated to be governed by the laws of the Province of Alberta, the loan is repayable in Alberta, the guarantee is executed in Alberta, the Customer carries on business in Alberta, or the guarantor is resident or owns assets in Alberta.)

(To be completed only where the guarantor is not a corporation.)

GC
**THE GUARANTEES ACKNOWLEDGEMENT ACT (ALBERTA)
CERTIFICATE OF BARRISTER AND SOLICITOR**

I HEREBY CERTIFY THAT:

1. BRENT PARKER, the guarantor in the guarantee dated April 12, 2020 made between ROYAL BANK OF CANADA and BRENT PARKER, which this certificate is attached to or noted upon, ~~appeared in person before me~~ and acknowledged that he/she had executed the guarantee: *GC - by telephone ONLY * (SEE BELOW)*
2. I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

CERTIFIED by Gregory C Collver Barrister and Solicitor at the City 2ND of Calgary in the Province of Alberta, this April 20, 2020 day of April, 2020.

[Signature]

Signature

STATEMENT OF GUARANTOR

I am the person named in the certificate.

[Signature]

Signature of Guarantor *(See Below)*

(Guarantor to sign in presence of Barrister and Solicitor)

Gregory C. Collver
Barrister & Solicitor
A lawyer within the definition contained in the *Guarantees Acknowledgement Act (Alberta)*

GC

** Due to COVID-19 PANDEMIC PRECAUTIONS, NO MEETING IN PERSON. SCANNED COPIES ONLY REVIEWED BY TELEPHONE. ACKNOWLEDGE BY TELEPHONE ONLY.*
GC



Royal Bank of Canada Guarantee and Postponement of Claim

SRF:
874904204

BRANCH ADDRESS:
1333 32ND AVE NE
CALGARY, AB
T2E 7Z5

BORROWER:
RAMBRIDGE STRUCTURE & DESIGN LTD.

TO: ROYAL BANK OF CANADA

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by RAMBRIDGE STRUCTURE & DESIGN LTD. (hereinafter called the "Customer") to the Bank or remaining unpaid by the Customer to the Bank, heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the Customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the Customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "Liabilities"); the liability of the undersigned hereunder being limited to the sum of \$500,000.00 Five Hundred Thousand Dollars together with interest thereon from the date of demand for payment at a rate equal to the Prime Interest Rate of the Bank plus 5.000 Five percent per annum as well after as before default and judgment.

AND THE UNDERSIGNED AND EACH OF THEM (IF MORE THAN ONE) HEREBY JOINTLY AND SEVERALLY AGREE(S) WITH THE BANK AS FOLLOWS:

(1) The Bank may grant time, renewals, extensions, indulgences, releases and discharges to, take securities (which word as used herein includes securities taken by the Bank from the Customer and others, monies which the Customer has on deposit with the Bank, other assets of the Customer held by the Bank in safekeeping or otherwise, and other guarantees) from and give the same and any or all existing securities up to, abstain from taking securities from, or perfecting securities of, cease or refrain from giving credit or making loans or advances to, or change any term or condition applicable to the Liabilities, including without limitation, the rate of interest or maturity date, if any, or introduce new terms and conditions with regard to the Liabilities, or accept compositions from and otherwise deal with, the Customer and others and with all securities as the Bank may see fit, and may apply all moneys at any time received from the Customer or others or from securities upon such part of the Liabilities as the Bank deems best and change any such application in whole or in part from time to time as the Bank may see fit, the whole without in any way limiting or lessening the liability of the undersigned under this guarantee, and no loss of or in respect of any securities received by the Bank from the Customer or others, whether occasioned by the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.

(2) This guarantee shall be a continuing guarantee and shall cover all the Liabilities, and it shall apply to and secure any ultimate balance due or remaining unpaid to the Bank.

(3) The Bank shall not be bound to exhaust its recourse against the Customer or others or any securities it may at any time hold before being entitled to payment from the undersigned of the Liabilities. The undersigned renounce(s) to all benefits of discussion and division.

(4) The undersigned or any of them may, by notice in writing delivered to the Manager of the branch or agency of the Bank receiving this instrument, with effect from and after the date that is 30 days following the date of receipt by the Bank of such notice, determine their or his/her liability under this guarantee in respect of Liabilities thereafter incurred or arising but not in respect of any Liabilities theretofore incurred or arising even though not then matured, provided, however, that notwithstanding receipt of any such notice the Bank may fulfil any requirements of the Customer based on agreements express or implied made prior to the receipt of such notice and any resulting Liabilities shall be covered by this guarantee; and provided further that in the event of the determination of this guarantee as to one or more of the undersigned it shall remain a continuing guarantee as to the other or others of the undersigned.

(5) All indebtedness and liability, present and future, of the customer to the undersigned or any of them are hereby assigned to the Bank and postponed to the Liabilities, and all moneys received by the undersigned or any of them in respect thereof shall be received in trust for the Bank and forthwith upon receipt shall be paid over to the Bank, the whole without in any way limiting or lessening the liability of the undersigned under the foregoing guarantee; and this assignment and postponement is independent of the said guarantee and shall remain in full effect notwithstanding that the liability of the undersigned or any of them under the said guarantee may be extinct. The term "Liabilities", as previously defined, for purposes of the postponement feature provided by this agreement, and this section in particular, includes any funds advanced or held at the disposal of the Customer under any line(s) of credit.

(6) This guarantee and agreement shall not be affected by the death or loss or diminution of capacity of the undersigned or any of them or by any change in the name of the Customer or in the membership of the Customer's firm through the death or retirement of

one or more partners or the introduction of one or more other partners or otherwise, or by the acquisition of the Customer's business by a corporation, or by any change whatsoever in the objects, capital structure or constitution of the Customer, or by the Customer's business being amalgamated with a corporation, but shall notwithstanding the happening of any such event continue to apply to all the Liabilities whether theretofore or thereafter incurred or arising and in this instrument the word "Customer" shall include every such firm and corporation.

(7) This guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time or times of any sum or sums of money for the time being due or remaining unpaid to the Bank, and all dividends, compositions, proceeds of security valued and payments received by the Bank from the Customer or from others or from estates shall be regarded for all purposes as payments in gross without any right on the part of the undersigned to claim in reduction of the liability under this guarantee the benefit of any such dividends, compositions, proceeds or payments or any securities held by the Bank or proceeds thereof, and the undersigned shall have no right to be subrogated in any rights of the Bank until the Bank shall have received payment in full of the Liabilities.

(8) All monies, advances, renewals, credits and credit facilities in fact borrowed or obtained from the Bank shall be deemed to form part of the Liabilities, notwithstanding any lack or limitation of status or of power, incapacity or disability of the Customer or of the directors, partners or agents of the Customer, or that the Customer may not be a legal or suable entity, or any irregularity, defect or informality in the borrowing or obtaining of such monies, advances, renewals, credits or credit facilities, or any other reason, similar or not, the whole whether known to the Bank or not. Any sum which may not be recoverable from the undersigned on the footing of a guarantee, whether for the reasons set out in the previous sentence, or for any other reason, similar or not, shall be recoverable from the undersigned and each of them as sole or principal debtor in respect of that sum, and shall be paid to the Bank on demand with interest and accessories.

(9) This guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given, at any time held by the Bank, and any present or future obligation to the Bank incurred or arising otherwise than under a guarantee, of the undersigned or any of them or of any other obligant, whether bound with or apart from the Customer; excepting any guarantee surrendered for cancellation on delivery of this instrument or confirmed in writing by the Bank to be cancelled.

(10) The undersigned and each of them shall be bound by any account settled between the Bank and the Customer, and if no such account has been so settled immediately before demand for payment under this guarantee any account stated by the Bank shall be accepted by the undersigned and each of them as conclusive evidence of the amount which at the date of the account so stated is due by the Customer to the Bank or remains unpaid by the Customer to the Bank.

(11) This guarantee and agreement shall be operative and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank shall be conclusive evidence against the undersigned and each of them that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any conditions precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Bank each signatory thereof obtains from the Manager of the branch or agency of the Bank receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.

(12) No suit based on this guarantee shall be instituted until demand for payment has been made, and demand for payment shall be deemed to have been effectually made upon any guarantor if and when an envelope containing such demand, addressed to such guarantor at the address of such guarantor last known to the Bank, is posted, postage prepaid, in the post office, and in the event of the death of any guarantor demand for payment addressed to any of such guarantor's heirs, executors, administrators or legal representatives at the address of the addressee last known to the Bank and posted as aforesaid shall be deemed to have been effectually made upon all of them. Moreover, when demand for payment has been made, the undersigned shall also be liable to the Bank for all legal costs (on a solicitor and own client basis) incurred by or on behalf of the Bank resulting from any action instituted on the basis of this guarantee. All payments hereunder shall be made to the Bank at a branch or agency of the Bank.

(13) This instrument covers all agreements between the parties hereto relative to this guarantee and assignment and postponement, and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein.

(14) This guarantee and agreement shall extend to and enure to the benefit of the Bank and its successors and assigns, and every reference herein to the undersigned or to each of them or to any of them, is a reference to and shall be construed as including the undersigned and the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned or of each of them or of any of them, as the case may be, to and upon all of whom this guarantee and agreement shall extend and be binding.

(15) Prime Interest Rate is the annual rate of interest announced from time to time by Royal Bank of Canada as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada.

(16) This Guarantee and Postponement of Claim shall be governed by and construed in accordance with the laws of the Province of Alberta ("Jurisdiction"). The undersigned irrevocably submits to the courts of the Jurisdiction in any action or proceeding arising out of or relating to this Guarantee and Postponement of Claim, and irrevocably agrees that all such actions and proceedings may be heard and determined in such courts, and irrevocably waives, to the fullest extent possible, the defense of an inconvenient forum. The undersigned agrees that a judgment or order in any such action or proceeding may be enforced in other jurisdictions in any manner provided by law. Provided, however, that the Bank may serve legal process in any manner permitted by law or may

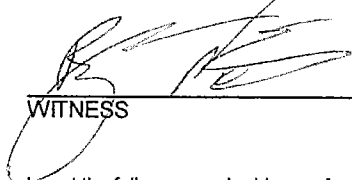
bring an action or proceeding against the undersigned or the property or assets of the undersigned in the courts of any other jurisdiction.

(17) The Undersigned hereby acknowledges receipt of a copy of this agreement.

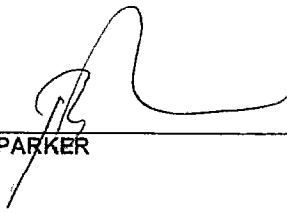
(18) The Undersigned hereby waives Undersigned's right to receive a copy of any Financing Statement or Financing Change Statement registered by the Bank.

EXECUTED this 12TH day of JUNE, 2020.

(Applicable in all P.P.S.A Provinces.)



WITNESS



BRENT PARKER

Insert the full name and address of guarantor (Undersigned above).

| | |
|--------------------------------|------------------------------|
| <u>BRENT PARKER</u> | <u>Full name and address</u> |
| <u>104 MT CASCADE CLOSE SE</u> | |
| <u>CALGARY, AB T2Z 2K5</u> | |

BRYAN JAMES NEILL
A Commissioner for Oaths
in and for the Province of Alberta
My Commission Expires May 03, 21

(To be completed when the guarantee is stated to be governed by the laws of the Province of Alberta, the loan is repayable in Alberta, the guarantee is executed in Alberta, the Customer carries on business in Alberta, or the guarantor is resident or owns assets in Alberta.)

(To be completed only where the guarantor is not a corporation.)

BCC

THE GUARANTEEES ACKNOWLEDGEMENT ACT (ALBERTA)
CERTIFICATE OF BARRISTER AND SOLICITOR

I HEREBY CERTIFY THAT:

1. BRENT PARKER, the guarantor in the guarantee dated JUNE 17, 2020 made between ROYAL BANK OF CANADA and BRENT PARKER, which this certificate is attached to or noted upon, ~~appeared in person before me~~ ^{spoke by telephone only (SEE BELOW) *} and acknowledged that he/she had executed the guarantee;
2. I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

CERTIFIED by Gregory C. Collver, Barrister and Solicitor at the CITY of CALGARY, in the Province of Alberta, this 17 day of JUN, 2020.

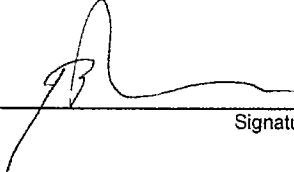
Gregory C. Collver
Barrister & Solicitor
Suite 802, 1333 8th Street S.W.
Calgary, Alberta T2R 1M6



Signature

STATEMENT OF GUARANTOR


I am the person named in the certificate.



Signature of Guarantor

(Guarantor to sign in presence of Barrister and Solicitor)

BCC ✓

* DUE TO COVID-19 PANDEMIC PRECAUTIONS
NO MEETINGS IN PERSON.
SCANNED COPIES ONLY REVIEWED BY TELEPHONE.
ACKNOWLEDGED BY TELEPHONE ONLY. 

**Royal Bank of Canada
Guarantee and Postponement of Claim**SRF:
874904204BRANCH ADDRESS:
1333 32ND AVE NE
CALGARY, AB
T2E 7Z5BORROWER:
RAMBRIDGE STRUCTURE & DESIGN LTD.

TO: ROYAL BANK OF CANADA

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by **RAMBRIDGE STRUCTURE & DESIGN LTD.** (hereinafter called the "Customer") to the Bank or remaining unpaid by the Customer to the Bank, heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the Customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the Customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "Liabilities"); the liability of the undersigned hereunder being limited to the sum of **\$2,400,000.00 Two Million Four Hundred Thousand Dollars** together with interest thereon from the date of demand for payment at a rate equal to the **Prime Interest Rate of the Bank plus 5.000 Five percent per annum** as well after as before default and judgment.

AND THE UNDERSIGNED AND EACH OF THEM (IF MORE THAN ONE) HEREBY JOINTLY AND SEVERALLY AGREE(S) WITH THE BANK AS FOLLOWS:

- (1) The Bank may grant time, renewals, extensions, indulgences, releases and discharges to, take securities (which word as used herein includes securities taken by the Bank from the Customer and others, monies which the Customer has on deposit with the Bank, other assets of the Customer held by the Bank in safekeeping or otherwise, and other guarantees) from and give the same and any or all existing securities up to, abstain from taking securities from, or perfecting securities of, cease or refrain from giving credit or making loans or advances to, or change any term or condition applicable to the Liabilities, including without limitation, the rate of interest or maturity date, if any, or introduce new terms and conditions with regard to the Liabilities, or accept compositions from and otherwise deal with, the Customer and others and with all securities as the Bank may see fit, and may apply all moneys at any time received from the Customer or others or from securities upon such part of the Liabilities as the Bank deems best and change any such application in whole or in part from time to time as the Bank may see fit, the whole without in any way limiting or lessening the liability of the undersigned under this guarantee, and no loss of or in respect of any securities received by the Bank from the Customer or others, whether occasioned by the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.
- (2) This guarantee shall be a continuing guarantee and shall cover all the Liabilities, and it shall apply to and secure any ultimate balance due or remaining unpaid to the Bank.
- (3) The Bank shall not be bound to exhaust its recourse against the Customer or others or any securities it may at any time hold before being entitled to payment from the undersigned of the Liabilities. The undersigned renounce(s) to all benefits of discussion and division.
- (4) The undersigned or any of them may, by notice in writing delivered to the Manager of the branch or agency of the Bank receiving this instrument, with effect from and after the date that is 30 days following the date of receipt by the Bank of such notice, determine their or his/her liability under this guarantee in respect of Liabilities thereafter incurred or arising but not in respect of any Liabilities theretofore incurred or arising even though not then matured, provided, however, that notwithstanding receipt of any such notice the Bank may fulfil any requirements of the Customer based on agreements express or implied made prior to the receipt of such notice and any resulting Liabilities shall be covered by this guarantee; and provided further that in the event of the determination of this guarantee as to one or more of the undersigned it shall remain a continuing guarantee as to the other or others of the undersigned.
- (5) All indebtedness and liability, present and future, of the customer to the undersigned or any of them are hereby assigned to the Bank and postponed to the Liabilities, and all moneys received by the undersigned or any of them in respect thereof shall be received in trust for the Bank and forthwith upon receipt shall be paid over to the Bank, the whole without in any way limiting or lessening the liability of the undersigned under the foregoing guarantee; and this assignment and postponement is independent of the said guarantee and shall remain in full effect notwithstanding that the liability of the undersigned or any of them under the said guarantee may be extinct. The term "Liabilities", as previously defined, for purposes of the postponement feature provided by this agreement, and this section in particular, includes any funds advanced or held at the disposal of the Customer under any line(s) of credit.
- (6) This guarantee and agreement shall not be affected by the death or loss or diminution of capacity of the undersigned or any of them or by any change in the name of the Customer or in the membership of the Customer's firm through the death or retirement of

one or more partners or the introduction of one or more other partners or otherwise, or by the acquisition of the Customer's business by a corporation, or by any change whatsoever in the objects, capital structure or constitution of the Customer, or by the Customer's business being amalgamated with a corporation, but shall notwithstanding the happening of any such event continue to apply to all the Liabilities whether theretofore or thereafter incurred or arising and in this instrument the word "Customer" shall include every such firm and corporation.

(7) This guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time or times of any sum or sums of money for the time being due or remaining unpaid to the Bank, and all dividends, compositions, proceeds of security valued and payments received by the Bank from the Customer or from others or from estates shall be regarded for all purposes as payments in gross without any right on the part of the undersigned to claim in reduction of the liability under this guarantee the benefit of any such dividends, compositions, proceeds or payments or any securities held by the Bank or proceeds thereof, and the undersigned shall have no right to be subrogated in any rights of the Bank until the Bank shall have received payment in full of the Liabilities.

(8) All monies, advances, renewals, credits and credit facilities in fact borrowed or obtained from the Bank shall be deemed to form part of the Liabilities, notwithstanding any lack or limitation of status or of power, incapacity or disability of the Customer or of the directors, partners or agents of the Customer, or that the Customer may not be a legal or suable entity, or any irregularity, defect or informality in the borrowing or obtaining of such monies, advances, renewals, credits or credit facilities, or any other reason, similar or not, the whole whether known to the Bank or not. Any sum which may not be recoverable from the undersigned on the footing of a guarantee, whether for the reasons set out in the previous sentence, or for any other reason, similar or not, shall be recoverable from the undersigned and each of them as sole or principal debtor in respect of that sum, and shall be paid to the Bank on demand with interest and accessories.

(9) This guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given, at any time held by the Bank, and any present or future obligation to the Bank incurred or arising otherwise than under a guarantee, of the undersigned or any of them or of any other obligant, whether bound with or apart from the Customer; excepting any guarantee surrendered for cancellation on delivery of this instrument or confirmed in writing by the Bank to be cancelled.

(10) The undersigned and each of them shall be bound by any account settled between the Bank and the Customer, and if no such account has been so settled immediately before demand for payment under this guarantee any account stated by the Bank shall be accepted by the undersigned and each of them as conclusive evidence of the amount which at the date of the account so stated is due by the Customer to the Bank or remains unpaid by the Customer to the Bank.

(11) This guarantee and agreement shall be operative and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank shall be conclusive evidence against the undersigned and each of them that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any conditions precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Bank each signatory thereof obtains from the Manager of the branch or agency of the Bank receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.

(12) No suit based on this guarantee shall be instituted until demand for payment has been made, and demand for payment shall be deemed to have been effectually made upon any guarantor if and when an envelope containing such demand, addressed to such guarantor at the address of such guarantor last known to the Bank, is posted, postage prepaid, in the post office, and in the event of the death of any guarantor demand for payment addressed to any of such guarantor's heirs, executors, administrators or legal representatives at the address of the addressee last known to the Bank and posted as aforesaid shall be deemed to have been effectually made upon all of them. Moreover, when demand for payment has been made, the undersigned shall also be liable to the Bank for all legal costs (on a solicitor and own client basis) incurred by or on behalf of the Bank resulting from any action instituted on the basis of this guarantee. All payments hereunder shall be made to the Bank at a branch or agency of the Bank.

(13) This instrument covers all agreements between the parties hereto relative to this guarantee and assignment and postponement, and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein.

(14) This guarantee and agreement shall extend to and enure to the benefit of the Bank and its successors and assigns, and every reference herein to the undersigned or to each of them or to any of them, is a reference to and shall be construed as including the undersigned and the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned or of each of them or of any of them, as the case may be, to and upon all of whom this guarantee and agreement shall extend and be binding.

(15) Prime Interest Rate is the annual rate of interest announced from time to time by Royal Bank of Canada as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada.

(16) This Guarantee and Postponement of Claim shall be governed by and construed in accordance with the laws of the **Province of Alberta** ("Jurisdiction"). The undersigned irrevocably submits to the courts of the Jurisdiction in any action or proceeding arising out of or relating to this Guarantee and Postponement of Claim, and irrevocably agrees that all such actions and proceedings may be heard and determined in such courts, and irrevocably waives, to the fullest extent possible, the defense of an inconvenient forum. The undersigned agrees that a judgment or order in any such action or proceeding may be enforced in other jurisdictions in any manner provided by law. Provided, however, that the Bank may serve legal process in any manner permitted by law or may

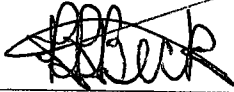
bring an action or proceeding against the undersigned or the property or assets of the undersigned in the courts of any other jurisdiction.

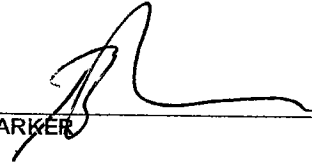
(Applicable in all P.P.S.A Provinces.)

(17) The Undersigned hereby acknowledges receipt of a copy of this agreement.

(18) The Undersigned hereby waives Undersigned's right to receive a copy of any Financing Statement or Financing Change Statement registered by the Bank.

EXECUTED this 3 day of May 2021.

X 
WITNESS

X 
BRENT PARKER

Insert the full name and address of guarantor (Undersigned above).

| |
|--|
| <u>Full name and address</u> |
| BRENT PARKER |
| 104 MT CASCADE CLOSE SE, CALGARY, AB T2Z 2K5 |

(To be completed when the guarantee is stated to be governed by the laws of the Province of Alberta, the loan is repayable in Alberta, the guarantee is executed in Alberta, the Customer carries on business in Alberta, or the guarantor is resident or owns assets in Alberta.)

(To be completed only where the guarantor is not a corporation.)

THE GUARANTEES ACKNOWLEDGEMENT ACT (ALBERTA)
CERTIFICATE OF BARRISTER AND SOLICITOR

(Section 3)

bcc

by two-way video conference

I HEREBY CERTIFY THAT:

bcc the guarantee

1. BRENT PARKER, the guarantor in the guarantee dated May 3 2021 made between ROYAL BANK OF CANADA and BRENT PARKER, which this certificate is attached to or noted upon, appeared ~~in person~~ before me and acknowledged that he/she had executed the guarantee;

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

CERTIFIED by Gregory C. Colver, Barrister and Solicitor at the City of Calgary, in the Province of Alberta, this 3 day of May, 2021.

Gregory C. Colver
Barrister & Solicitor
A lawyer within the definition contained in the *Guarantees Acknowledgement Act (Alberta)*

[Signature]
Signature

STATEMENT OF GUARANTOR

I am the person named in the certificate.

X [Signature]
Signature of Guarantor

BRENT PARKER

(Guarantor to sign in presence of Barrister and Solicitor)



Royal Bank of Canada Guarantee and Postponement of Claim

SRF:
874904204

BRANCH ADDRESS:
1333 32ND AVE NE
CALGARY, AB
T2E 7Z5

BORROWER:
RAMBRIDGE STRUCTURE & DESIGN LTD.

TO: ROYAL BANK OF CANADA

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by **RAMBRIDGE STRUCTURE & DESIGN LTD.** (hereinafter called the "Customer") to the Bank or remaining unpaid by the Customer to the Bank, heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the Customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the Customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "Liabilities"); the liability of the undersigned hereunder being limited to the sum of **\$500,000.00 Five Hundred Thousand Dollars** together with interest thereon from the date of demand for payment at a rate equal to **the Prime Interest Rate of the Bank plus 5.000 Five percent per annum** as well after as before default and judgment.

AND THE UNDERSIGNED AND EACH OF THEM (IF MORE THAN ONE) HEREBY JOINTLY AND SEVERALLY AGREE(S) WITH THE BANK AS FOLLOWS:

- (1) The Bank may grant time, renewals, extensions, indulgences, releases and discharges to, take securities (which word as used herein includes securities taken by the Bank from the Customer and others, monies which the Customer has on deposit with the Bank, other assets of the Customer held by the Bank in safekeeping or otherwise, and other guarantees) from and give the same and any or all existing securities up to, abstain from taking securities from, or perfecting securities of, cease or refrain from giving credit or making loans or advances to, or change any term or condition applicable to the Liabilities, including without limitation, the rate of interest or maturity date, if any, or introduce new terms and conditions with regard to the Liabilities, or accept compositions from and otherwise deal with, the Customer and others and with all securities as the Bank may see fit, and may apply all moneys at any time received from the Customer or others or from securities upon such part of the Liabilities as the Bank deems best and change any such application in whole or in part from time to time as the Bank may see fit, the whole without in any way limiting or lessening the liability of the undersigned under this guarantee, and no loss of or in respect of any securities received by the Bank from the Customer or others, whether occasioned by the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.
- (2) This guarantee shall be a continuing guarantee and shall cover all the Liabilities, and it shall apply to and secure any ultimate balance due or remaining unpaid to the Bank.
- (3) The Bank shall not be bound to exhaust its recourse against the Customer or others or any securities it may at any time hold before being entitled to payment from the undersigned of the Liabilities. The undersigned renounce(s) to all benefits of discussion and division.
- (4) The undersigned or any of them may, by notice in writing delivered to the Manager of the branch or agency of the Bank receiving this instrument, with effect from and after the date that is 30 days following the date of receipt by the Bank of such notice, determine their or his/her liability under this guarantee in respect of Liabilities thereafter incurred or arising but not in respect of any Liabilities theretofore incurred or arising even though not then matured, provided, however, that notwithstanding receipt of any such notice the Bank may fulfil any requirements of the Customer based on agreements express or implied made prior to the receipt of such notice and any resulting Liabilities shall be covered by this guarantee; and provided further that in the event of the determination of this guarantee as to one or more of the undersigned it shall remain a continuing guarantee as to the other or others of the undersigned.
- (5) All indebtedness and liability, present and future, of the customer to the undersigned or any of them are hereby assigned to the Bank and postponed to the Liabilities, and all moneys received by the undersigned or any of them in respect thereof shall be received in trust for the Bank and forthwith upon receipt shall be paid over to the Bank, the whole without in any way limiting or lessening the liability of the undersigned under the foregoing guarantee; and this assignment and postponement is independent of the said guarantee and shall remain in full effect notwithstanding that the liability of the undersigned or any of them under the said guarantee may be extinct. The term "Liabilities", as previously defined, for purposes of the postponement feature provided by this agreement, and this section in particular, includes any funds advanced or held at the disposal of the Customer under any line(s) of credit.
- (6) This guarantee and agreement shall not be affected by the death or loss or diminution of capacity of the undersigned or any of them or by any change in the name of the Customer or in the membership of the Customer's firm through the death or retirement of

one or more partners or the introduction of one or more other partners or otherwise, or by the acquisition of the Customer's business by a corporation, or by any change whatsoever in the objects, capital structure or constitution of the Customer, or by the Customer's business being amalgamated with a corporation, but shall notwithstanding the happening of any such event continue to apply to all the Liabilities whether theretofore or thereafter incurred or arising and in this instrument the word "Customer" shall include every such firm and corporation.

(7) This guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time or times of any sum or sums of money for the time being due or remaining unpaid to the Bank, and all dividends, compositions, proceeds of security valued and payments received by the Bank from the Customer or from others or from estates shall be regarded for all purposes as payments in gross without any right on the part of the undersigned to claim in reduction of the liability under this guarantee the benefit of any such dividends, compositions, proceeds or payments or any securities held by the Bank or proceeds thereof, and the undersigned shall have no right to be subrogated in any rights of the Bank until the Bank shall have received payment in full of the Liabilities.

(8) All monies, advances, renewals, credits and credit facilities in fact borrowed or obtained from the Bank shall be deemed to form part of the Liabilities, notwithstanding any lack or limitation of status or of power, incapacity or disability of the Customer or of the directors, partners or agents of the Customer, or that the Customer may not be a legal or suable entity, or any irregularity, defect or informality in the borrowing or obtaining of such monies, advances, renewals, credits or credit facilities, or any other reason, similar or not, the whole whether known to the Bank or not. Any sum which may not be recoverable from the undersigned on the footing of a guarantee, whether for the reasons set out in the previous sentence, or for any other reason, similar or not, shall be recoverable from the undersigned and each of them as sole or principal debtor in respect of that sum, and shall be paid to the Bank on demand with interest and accessories.

(9) This guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given, at any time held by the Bank, and any present or future obligation to the Bank incurred or arising otherwise than under a guarantee, of the undersigned or any of them or of any other obligant, whether bound with or apart from the Customer; excepting any guarantee surrendered for cancellation on delivery of this instrument or confirmed in writing by the Bank to be cancelled.

(10) The undersigned and each of them shall be bound by any account settled between the Bank and the Customer, and if no such account has been so settled immediately before demand for payment under this guarantee any account stated by the Bank shall be accepted by the undersigned and each of them as conclusive evidence of the amount which at the date of the account so stated is due by the Customer to the Bank or remains unpaid by the Customer to the Bank.

(11) This guarantee and agreement shall be operative and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank shall be conclusive evidence against the undersigned and each of them that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any conditions precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Bank each signatory thereof obtains from the Manager of the branch or agency of the Bank receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.

(12) No suit based on this guarantee shall be instituted until demand for payment has been made, and demand for payment shall be deemed to have been effectually made upon any guarantor if and when an envelope containing such demand, addressed to such guarantor at the address of such guarantor last known to the Bank, is posted, postage prepaid, in the post office, and in the event of the death of any guarantor demand for payment addressed to any of such guarantor's heirs, executors, administrators or legal representatives at the address of the addressee last known to the Bank and posted as aforesaid shall be deemed to have been effectually made upon all of them. Moreover, when demand for payment has been made, the undersigned shall also be liable to the Bank for all legal costs (on a solicitor and own client basis) incurred by or on behalf of the Bank resulting from any action instituted on the basis of this guarantee. All payments hereunder shall be made to the Bank at a branch or agency of the Bank.

(13) This instrument covers all agreements between the parties hereto relative to this guarantee and assignment and postponement, and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein.

(14) This guarantee and agreement shall extend to and enure to the benefit of the Bank and its successors and assigns, and every reference herein to the undersigned or to each of them or to any of them, is a reference to and shall be construed as including the undersigned and the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned or of each of them or of any of them, as the case may be, to and upon all of whom this guarantee and agreement shall extend and be binding.

(15) Prime Interest Rate is the annual rate of interest announced from time to time by Royal Bank of Canada as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada.

(16) This Guarantee and Postponement of Claim shall be governed by and construed in accordance with the laws of the **Province of Alberta** ("Jurisdiction"). The undersigned irrevocably submits to the courts of the Jurisdiction in any action or proceeding arising out of or relating to this Guarantee and Postponement of Claim, and irrevocably agrees that all such actions and proceedings may be heard and determined in such courts, and irrevocably waives, to the fullest extent possible, the defense of an inconvenient forum. The undersigned agrees that a judgment or order in any such action or proceeding may be enforced in other jurisdictions in any manner provided by law. Provided, however, that the Bank may serve legal process in any manner permitted by law or may

bring an action or proceeding against the undersigned or the property or assets of the undersigned in the courts of any other jurisdiction.

(17) The Undersigned hereby acknowledges receipt of a copy of this agreement.

(18) The Undersigned hereby waives Undersigned's right to receive a copy of any Financing Statement or Financing Change Statement registered by the Bank.

EXECUTED this 23 day of August, 2022

(Applicable in all P.P.S.A Provinces.)

[Signature]
WITNESS

GARRETT N. WYNNE

Barrister & Solicitor
450 Lakeshore Drive, NE
PO Box 826
Salmon Arm, BC V1E 4N9
(250) 833-0914

[Signature]
BRENT PARKER

[Signature]
WITNESS

GARRETT N. WYNNE

Barrister & Solicitor
450 Lakeshore Drive, NE
PO Box 826
Salmon Arm, BC V1E 4N9
(250) 833-0914

[Signature]
CHRISTIANA PARKER

Insert the full name and address of ~~Signature~~ Signature (Undersigned above).
(250) 833-0914

| | |
|---------------------------------|-----------------------|
| <i>Brent Parker</i> | Full name and address |
| <i>104 Mt. Cascade Close SE</i> | |
| <i>Calgary, AB T2Z 2K5.</i> | |

| | |
|--------------------------------|-----------------------|
| <i>Chris Parker</i> | Full name and address |
| <i>104 Mt Cascade Close SE</i> | |
| <i>Calgary AB T2Z 2K5</i> | |

(To be completed when the guarantee is stated to be governed by the laws of the Province of Alberta, the loan is repayable in Alberta, the guarantee is executed in Alberta, the Customer carries on business in Alberta, or the guarantor is resident or owns assets in Alberta.)

(To be completed only where the guarantor is not a corporation.)

THE GUARANTEES ACKNOWLEDGEMENT ACT (ALBERTA)
CERTIFICATE OF BARRISTER AND SOLICITOR

I HEREBY CERTIFY THAT:

- 1. BRENT PARKER, the guarantor in the guarantee dated August 23 2022 made between ROYAL BANK OF CANADA and BRENT PARKER and CHRISTIANA PARKER, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;
2. I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

CERTIFIED by GARRETT N WYNNE, Barrister and Solicitor at the City of Salmon Arm, in the Province of Alberta, this 23 day of Aug, 20 22 BC

STATEMENT OF GUARANTOR

I am the person named in the certificate.

Signature of GARRETT N. WYNNE, Barrister & Solicitor, 450 Lakeshore Drive, NE, PO Box 826, Salmon Arm, BC V1E 4N9, (250) 833-0914

(Guarantor to sign in presence of Barrister and Solicitor)

I HEREBY CERTIFY THAT:

- 1. CHRISTIANA PARKER, the guarantor in the guarantee dated August 23 2022 made between ROYAL BANK OF CANADA and BRENT PARKER and CHRISTIANA PARKER, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;
2. I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

CERTIFIED by GARRETT N WYNNE, Barrister and Solicitor at the City of Salmon Arm, in the Province of Alberta, this 23 day of Aug, 20 22 BC

STATEMENT OF GUARANTOR

I am the person named in the certificate.

Signature of GARRETT N. WYNNE, Barrister & Solicitor, 450 Lakeshore Drive, NE, PO Box 826, Salmon Arm, BC V1E 4N9, (250) 833-0914

(Guarantor to sign in presence of Barrister and Solicitor)

This is Exhibit "E"
referenced in the Affidavit of

ALICE CHAN

sworn before me on this 7 day of March 2023



A Commissioner for Oaths in and for Alberta

COMMISSIONER FOR OATHS
EXPIRES
2024

GENERAL SECURITY AGREEMENT

1. SECURITY INTEREST

(a) For value received, the undersigned ("Debtor"), hereby grants to **ROYAL BANK OF CANADA** ("RBC"), by way of mortgage, charge, assignment and transfer, a security interest (the "Security Interest") in the undertaking of Debtor and in all of Debtor's present and after acquired personal property including, without limitation, in all Goods (including all parts, accessories, attachments, special tools, additions and accretions thereto), Chattel Paper, Documents of Title (whether negotiable or not), Instruments, Intangibles, Money and Securities now owned or hereafter owned or acquired by or on behalf of Debtor (including such as may be returned to or repossessed by Debtor) and in all proceeds and renewals thereof, accretions thereto and substitutions therefor (hereinafter collectively called "Collateral"), and including, without limitation, all of the following now owned or hereafter owned or acquired by or on behalf of Debtor:

- (i) all inventory of whatever kind and wherever situate;
- (ii) all equipment (other than inventory) of whatever kind and wherever situate, including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatsoever nature or kind;
- (iii) all accounts and book debts and generally all debts, dues, claims, choses in action and demands of every nature and kind howsoever arising or secured including letters of credit and advices of credit, which are now due, owing or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by Debtor ("Debts");
- (iv) all deeds, documents, writings, papers, books of account and other books relating to or being records of Debts, Chattel Paper or Documents of Title or by which such are or may hereafter be secured, evidenced, acknowledged or made payable;
- (v) all contractual rights and insurance claims and all goodwill, patents, trademarks, copyrights, and other industrial property;
- (vi) all property described in schedule "C" or any schedule now or hereafter annexed hereto.

(b) The Security Interest granted hereby shall not extend or apply to and Collateral shall not include (i) any personal property held in trust by Debtor and lawfully belonging to others or (ii) the last day of the term of any lease or agreement therefor but upon the enforcement of the Security Interest Debtor shall stand possessed of such last day in trust to assign the same to any person acquiring such term.

(c) The terms "Goods", "Chattel Paper", "Documents of Title", "Instruments", "Intangibles", "Securities", "proceeds", "inventory", "accession", "Money", "Accounts", "financing statements" and "financing charge statements" whenever used herein shall be interpreted pursuant to their respective meanings when used in The Personal Property Security Act of the province referred to in section 14 (r), as amended from time to time, which Act, including amendments thereto and any Act substituted therefor and amendments thereto is herein referred to as the "P.P.S.A.". Provided always that the term "Goods" when used herein shall not include "consumer goods" of Debtor as that term is defined in the P.P.S.A., and the term "Inventory" when used herein shall include livestock and the young thereof after conception and crops that become such within one year of execution of this Security Agreement. Any reference herein to "Collateral" shall, unless the context otherwise requires, be deemed a reference to "Collateral or any part thereof".

2. INDEBTEDNESS SECURED

The Security Interest granted hereby secures payment and performance of any and all obligations, indebtedness and liability of Debtor to RBC (including interest thereon) present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever incurred and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether Debtor be bound alone or with another or others and whether as principal or surety (hereinafter collectively called the "Indebtedness"). If the Security Interest in the Collateral is not sufficient, in the event of default, to satisfy all indebtedness of the Debtor, the Debtor acknowledges and agrees that Debtor shall continue to be liable for any indebtedness remaining outstanding and RBC shall be entitled to pursue full payment thereof.

3. REPRESENTATIONS AND WARRANTIES OF DEBTOR

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

- (a) the Collateral is genuine and owned by Debtor free of all security interests, mortgages, liens, claims, charges or other encumbrances (hereinafter collectively called "Encumbrances"), save for the Security Interest and those Encumbrances shown on Schedule "A" or hereafter approved in writing by RBC, prior to their creation or assumption;
- (b) each Debt, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "Account Debtor"), and the amount represented by Debtor to RBC from time to time as owing by each Account Debtor or by all Account Debtors will be the correct amount actually and unconditionally owing by such Account Debtor or Account Debtors, except for normal cash discounts where applicable, and no Account Debtor will have any defence, set off, claim or counterclaim against Debtor which can be asserted against RBC, whether in any proceeding to enforce Collateral or otherwise; and
- (c) the locations specified in Schedule "B" as to business operations and records are accurate and complete and with respect to Goods (including Inventory) constituting Collateral, the locations specified in Schedule "B" are accurate and complete save for Goods in transit to such locations and Inventory on lease or consignment; and all fixtures or Goods about to become fixtures and all crops and all oil, gas or other minerals to be extracted and all timber to be cut which forms part of the Collateral will be situate at one of such locations.

4. COVENANTS OF THE DEBTOR

So long as this Security Agreement remains in effect Debtor covenants and agrees:

(a) to defend the Collateral against the claims and demands of all other parties claiming the same or an interest therein; to keep the Collateral free from all Encumbrances, except for the Security Interest and those shown on Schedule "A" or hereafter approved in writing by RBC, prior to their creation or assumption and not to sell, exchange, transfer, assign, lease, or otherwise dispose of Collateral or any interest therein without the prior written consent of RBC; provided always that, until default, Debtor may, in the ordinary course of Debtor's business, sell or lease Inventory and, subject to Clause 7 hereof, use Money available to Debtor,

(b) to notify RBC promptly of:

- (i) any change in the information contained herein or in the Schedules hereto relating to Debtor, Debtor's business or Collateral;
- (ii) the details of any significant acquisition of Collateral;
- (iii) the details of any claims or litigation affecting Debtor or Collateral;
- (iv) any loss or damage to Collateral;

- (v) any default by any Account Debtor in payment or other performance of his obligations with respect to Collateral; and
- (vi) the return to or repossession by Debtor of Collateral;
- (c) to keep the Collateral in good order, condition and repair and not to use Collateral in violation of the provisions of this Security Agreement or any other agreement relating to Collateral or any policy insuring Collateral or any applicable statute, law, by-law, rule, regulation or ordinance;
- (d) to do, execute, acknowledge and deliver such financing statements, financing change statements and further assignments, transfers, documents, acts, matters and things (including further schedules hereto) as may be reasonably requested by RBC or with respect to Collateral in order to give effect to these presents and to pay all costs for searches and filings in connection therewith;
- (e) to pay all taxes, rates, levies, assessments and other charges of every nature which may be lawfully levied, assessed or imposed against or in respect of Debtor or Collateral as and when the same become due and payable;
- (f) to insure the Collateral for such periods, in such amounts, on such terms and against loss or damage by fire and such other risks as RBC shall reasonably direct with loss payable to RBC and Debtor, as insureds, as their respective interests may appear, and to pay all premiums therefor;
- (g) to prevent Collateral, save Inventory sold or leased as permitted hereby, from being or becoming an Accession to other property not covered by this Security Agreement;
- (h) to carry on and conduct the business of Debtor in a proper and efficient manner and so as to protect and preserve the Collateral and to keep, in accordance with generally accepted accounting principles, consistently applied, proper books of account for Debtor's business as well as accurate and complete records concerning Collateral, and mark any and all such records and Collateral at RBC's request so as to indicate the Security Interest;
- (i) to deliver to RBC from time to time promptly upon request:
 - (i) any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to Collateral;
 - (ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to Collateral for the purpose of inspecting, auditing or copying the same;
 - (iii) all financial statements prepared by or for Debtor regarding Debtor's business;
 - (iv) all policies and certificates of insurance relating to Collateral; and
 - (v) such information concerning Collateral, the Debtor and Debtor's business and affairs as RBC may reasonably request.

5. USE AND VERIFICATION OF COLLATERAL

Subject to compliance with Debtor's covenants contained herein and Clause 7 hereof, Debtor may, until default, possess; operate; collect, use and enjoy and deal with Collateral in the ordinary course of Debtor's business in any manner not inconsistent with the provisions hereof; provided always that RBC shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner RBC may consider appropriate and Debtor agrees to furnish all assistance and information and to perform all such acts as RBC may reasonably request in connection therewith and for such purpose to grant to RBC or its agents access to all places where Collateral may be located and to all premises occupied by Debtor.

6. SECURITIES

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

7. COLLECTION OF DEBTS

Before or after default under this Security Agreement, RBC may notify all or any Account Debtors of the Security Interest and may also direct such Account Debtors to make all payments on Collateral to RBC. Debtor acknowledges that any payments on or other proceeds of Collateral received by Debtor from Account Debtors, whether before or after notification of this Security Interest to Account Debtors and whether before or after default under this Security Agreement shall be received and held by Debtor in trust for RBC and shall be turned over to RBC upon request.

8. INCOME FROM AND INTEREST ON COLLATERAL

- (a) Until default, Debtor reserves the right to receive any Money constituting income from or interest on Collateral and if RBC receives any such Money prior to default, RBC shall either credit the same against the indebtedness or pay the same promptly to Debtor.
- (b) After default, Debtor will not request or receive any Money constituting income from or interest on Collateral and if Debtor receives any such Money without any request by it, Debtor will pay the same promptly to RBC.

9. INCREASES, PROFITS, PAYMENTS OR DISTRIBUTIONS

- (a) Whether or not default has occurred, Debtor authorizes RBC:
 - (i) to receive any increase in or profits on Collateral (other than Money) and to hold the same as part of Collateral. Money so received shall be treated as income for the purposes of Clause 8 hereof and dealt with accordingly;
 - (ii) to receive any payment or distribution upon redemption or retirement or upon dissolution and liquidation of the issuer of Collateral; to surrender such Collateral in exchange therefor; and to hold any such payment or distribution as part of Collateral;
- (b) If Debtor receives any such increase or profits (other than Money) or payments or distributions, Debtor will deliver the same promptly to RBC to be held by RBC as herein provided.

10. DISPOSITION OF MONEY

Subject to any applicable requirements of the P.P.S.A., all Money collected or received by RBC pursuant to or in exercise of any right it possesses with respect to Collateral shall be applied on account of indebtedness in such manner as RBC deems best or, at the option of RBC, may be held unappropriated in a collateral account or released to Debtor, all without prejudice to the liability of Debtor or the rights of RBC hereunder, and any surplus shall be accounted for as required by law.

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11. EVENTS OF DEFAULT

The happening of any of the following events or conditions shall constitute default hereunder which is herein referred to as "default":

- (a) the nonpayment when due, whether by acceleration or otherwise, of any principal or interest forming part of Indebtedness or the failure of Debtor to observe or perform any obligation, covenant, term, provision or condition contained in this Security Agreement or any other agreement between Debtor and RBC;
- (b) the death of or a declaration of incompetency by a court of competent jurisdiction with respect to Debtor, if an individual;
- (c) the bankruptcy or insolvency of Debtor; the filing against Debtor of a petition in bankruptcy; the making of an authorized assignment for the benefit of creditors by Debtor; the appointment of a receiver or trustee for Debtor or for any assets of Debtor or the institution by or against Debtor of any other type of insolvency proceeding under the Bankruptcy Act or otherwise;
- (d) the institution by or against Debtor of any formal or informal proceeding for the dissolution or liquidation of, settlement of claims against or winding up of affairs of Debtor;
- (e) if any Encumbrance affecting Collateral becomes enforceable against Collateral;
- (f) if Debtor ceases or threatens to cease to carry on business or makes or agrees to make a bulk sale of assets without complying with applicable law or commits or threatens to commit an act of bankruptcy;
- (g) if any execution, sequestration, extent or other process of any court becomes enforceable against Debtor or if a distress or analogous process is levied upon the assets of Debtor or any part thereof;
- (h) if any certificate, statement, representation, warranty or audit report heretofore or hereafter furnished by or on behalf of Debtor pursuant to or in connection with this Security Agreement, or otherwise (including, without limitation, the representations and warranties contained herein) or as an inducement to RBC to extend any credit to or to enter into this or any other agreement with Debtor, proves to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or proves to have omitted any substantial contingent or unliquidated liability or claim against Debtor; or if upon the date of execution of this Security Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty or audit report, which change shall not have been disclosed to RBC at or prior to the time of such execution.

12. ACCELERATION

RBC, in its sole discretion, may declare all or any part of Indebtedness which is not by its terms payable on demand to be immediately due and payable, without demand or notice of any kind, in the event of default, or, if RBC considers itself insecure or that the Collateral is in jeopardy. The provisions of this clause are not intended in any way to affect any rights of RBC with respect to any Indebtedness which may now or hereafter be payable on demand.

13. REMEDIES

(a) Upon default, RBC may appoint or reappoint by instrument in writing, any person or persons, whether an officer or officers or an employee or employees of RBC or not, to be a receiver or receivers (hereinafter called a "Receiver", which term when used herein shall include a receiver and manager) of Collateral (including any interest, income or profits therefrom) and may remove any Receiver so appointed and appoint another in his stead. Any such Receiver shall, so far as concerns responsibility for his acts, be deemed the agent of Debtor and not RBC, and RBC shall not be in any way responsible for any misconduct, negligence, or non-feasance on the part of any such Receiver, his servants, agents or employees. Subject to the provisions of the instrument appointing him, any such Receiver shall have power to take possession of Collateral, to preserve Collateral or its value, to carry on or concur in carrying on all or any part of the business of Debtor and to sell, lease or otherwise dispose of or concur in selling, leasing or otherwise disposing of Collateral. To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others, including Debtor, enter upon, use and occupy all premises owned or occupied by Debtor wherein Collateral may be situated, maintain Collateral upon such premises, borrow money on a secured or unsecured basis and use Collateral directly in carrying on Debtor's business or as security for loans or advances to enable him to carry on Debtor's business or otherwise, as such Receiver shall, in their discretion, determine. Except as may be otherwise directed by RBC, all Money received from time to time by such Receiver in carrying out his appointment shall be received in trust for and paid over to RBC. Every such Receiver may, in the discretion of RBC, be vested with all or any of the rights and powers of RBC.

(b) Upon default, RBC may, either directly or through its agents or nominees, exercise any or all of the powers and rights given to a Receiver by virtue of the foregoing sub-clause (a).

(c) RBC may take possession of, collect, demand, sue on, enforce, recover and receive Collateral and give valid and binding receipts and discharges therefor and in respect thereof and, upon default, RBC may sell, lease or otherwise dispose of Collateral in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as to RBC may seem reasonable.

(d) In addition to those rights granted herein and in any other agreement now or hereafter in effect between Debtor and RBC and in addition to any other rights RBC may have at law or in equity, RBC shall have, both before and after default, all rights and remedies of a secured party under the P.P.S.A. Provided always, that RBC shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease or otherwise dispose of Collateral or to institute any proceedings for such purposes. Furthermore, RBC shall have no obligation to take any steps to preserve rights against prior parties to any Instrument or Chattel Paper whether Collateral or Proceeds and whether or not in RBC's possession and shall not be liable or accountable for failure to do so.

(e) Debtor acknowledges that RBC or any Receiver appointed by it may take possession of Collateral wherever it may be located and by any method permitted by law and Debtor agrees upon request from RBC or any such Receiver to assemble and deliver possession of Collateral at such place or places as directed.

(f) Debtor agrees to pay all costs, charges and expenses reasonably incurred by RBC or any Receiver appointed by it, whether directly or for services rendered (including reasonable solicitors and auditors costs and other legal expenses and Receiver remuneration), in operating Debtor's accounts, in preparing or enforcing this Security Agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting Indebtedness and all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by RBC or any Receiver appointed by it, as permitted hereby, shall be a first charge on the proceeds of realization, collection or disposition of Collateral and shall be secured hereby.

(g) RBC will give debtor such notice, if any, of the date, time and place of any public sale or of the date after which any private disposition of Collateral is to be made, as may be required by the PPSA.

14. MISCELLANEOUS

(a) Debtor hereby authorizes RBC to file such financing statements, financing change statements and other documents and do such acts, matters and things (including completing and adding schedules hereto identifying Collateral or any permitted Encumbrances affecting Collateral or identifying the locations at which Debtor's business is carried on and Collateral and records relating thereto are situated) as RBC may deem appropriate to perfect on an ongoing basis and continue the Security Interest, to protect and preserve Collateral and to realize upon the Security Interest and Debtor hereby irrevocably constitutes and appoints the Manager or Acting Manager from time to time of the above mentioned branch of RBC the true and lawful attorney of Debtor, with full power of substitution, to do any of the foregoing in the name of Debtor whenever and wherever it may be deemed necessary or expedient.

(b) Without limiting any other right of RBC, whenever Indebtedness is immediately due and payable or RBC has the right to declare Indebtedness to be immediately due and payable (whether or not it has so declared), RBC may, in its sole discretion, set off against Indebtedness

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any and all amounts then owed to Debtor by RBC in any capacity, whether or not due, and RBC 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 RBC's records subsequent thereto.

(c) Upon Debtor's failure to perform any of its duties hereunder, RBC may, but shall not be obligated to, perform any or all of such duties, and Debtor shall pay to RBC, forthwith upon written demand therefor, an amount equal to the expense incurred by RBC in so doing plus interest thereon from the date such expense is incurred until it is paid at the rate of 15% per annum.

(d) RBC may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with Debtor, debtors of Debtor, sureties and others and with Collateral and other security as RBC may see fit without prejudice to the liability of Debtor or RBC's right to hold and realize the Security Interest. Furthermore, RBC may demand, collect and sue on Collateral in either Debtor's or RBC's name, at RBC's option, and may endorse Debtor's name on any and all cheques, commercial paper, and any other Instruments pertaining to or constituting Collateral.

(e) No delay or omission by RBC in exercising any right or remedy hereunder or with respect to any indebtedness shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Furthermore, RBC may remedy any default by Debtor hereunder or with respect to any indebtedness in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by Debtor. All rights and remedies of RBC granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.

(f) Debtor waives protest of any Instrument constituting Collateral at any time held by RBC on which Debtor is in any way liable and, subject to Clause 13 (g) hereof, notice of any other action taken by RBC.

(g) This Security Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. In any action brought by an assignee of this Security Agreement and the Security Interest or any part thereof to enforce any rights hereunder, Debtor shall not assert against the assignee any claim or defence which Debtor now has or hereafter may have against RBC. If more than one Debtor executes this Security Agreement the obligations of such Debtors hereunder shall be joint and several.

(h) Save for any schedules which may be added hereto pursuant to the provisions hereof, no modification, variation or amendment of any provision of this Security Agreement shall be made except by a written Agreement, executed by the parties hereto and no waiver of any provision hereof shall be effective unless in writing.

(i) Subject to the requirements of Clauses 13 (g) and 14 (j) hereof, whenever either party hereto 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, in the case of RBC, if delivered to it or sent by prepaid registered mail addressed to it at its address herein set forth or as changed pursuant hereto and, in the case of Debtor, if delivered to it or if sent by prepaid registered mail addressed to it at its last address known to RBC. Either party may notify the other pursuant hereto of any change in such party's principal address to be used for the purposes hereof.

(j) This Security Agreement and the security afforded hereby is in addition to and not in substitution for any other security now or hereafter held by RBC and is, and is intended to be a continuing Security Agreement and shall remain in full force and effect until the Manager or Acting Manager from time to time of the above mentioned branch of RBC shall actually receive written notice of its discontinuance; and, notwithstanding such notice, shall remain in full force and effect thereafter until all indebtedness contracted for or created before the receipt of such notice by RBC, and any extensions or renewals thereof (whether made before or after receipt of such notice) together with interest accruing thereon after such notice, shall be paid in full.

(k) The headings used in this Security Agreement are for convenience only and are not to be considered a part of this Security Agreement and do not in any way limit or amplify the terms and provisions of this Security Agreement.

(l) When the context so requires, the singular number shall be read as if the plural were expressed and the provisions hereof shall be read with all grammatical changes necessary dependent upon the person referred to being a male, female, firm or corporation.

(m) In the event any provisions of this Security Agreement, as amended from time to time, shall be deemed invalid or void, in whole or in part, by any Court of competent jurisdiction, the remaining terms and provisions of this Security Agreement shall remain in full force and effect.

(n) Nothing herein contained shall in any way obligate RBC to grant, continue, renew, extend time for payment of or accept anything which constitutes or would constitute indebtedness.

(o) The Security Interest created hereby is intended to attach when this Security Agreement is signed by Debtor and delivered to RBC.

(p) Debtor acknowledges and agrees that in the event it amalgamates with any other company or companies it is the intention of the parties hereto that the term "Debtor" when used herein shall apply to each of the amalgamating companies and to the amalgamated company, such that the Security Interest granted hereby

(i) shall extend to "Collateral" (as that term is herein defined) owned by each of the amalgamating companies and the amalgamated company at the time of amalgamation and to any "Collateral" thereafter owned or acquired by the amalgamated company, and

(ii) shall secure the "indebtedness" (as that term is herein defined) of each of the amalgamating companies and the amalgamated company to RBC at the time of amalgamation and any "indebtedness" of the amalgamated company to RBC thereafter arising. The Security Interest shall attach to "Collateral" owned by each company amalgamating with Debtor, and by the amalgamated company, at the time of amalgamation, and shall attach to any "Collateral" thereafter owned or acquired by the amalgamated company when such becomes owned or is acquired.

(q) In the event that Debtor is a body corporate, it is hereby agreed that The Limitation of Civil Rights Act of the Province of Saskatchewan, or any provision thereof, shall have no application to this Security Agreement or any agreement or Instrument renewing or extending or collateral to this Security Agreement. In the event that Debtor is an agricultural corporation within the meaning of The Saskatchewan Farm Security Act, Debtor agrees with RBC that all of Part IV (other than Section 46) of that Act shall not apply to Debtor.

Insert appropriate province

(r) This security agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the province of ALBERTA as the same may from time to time be in effect, including, where applicable, the P.P.S.A..

15. COPY OF AGREEMENT.

(a) Debtor hereby acknowledges receipt of a copy of this Security Agreement.

(b) Debtor waives Debtor's right to receive a copy of any financing statement or financing change statement registered by RBC. (Applies only in Alberta and British Columbia).

16. Debtor represents and warrants that the following information is accurate:

W4200000 4 40 8100

INDIVIDUAL DEBTOR

| | | | | | |
|------------------------------|------------|-------------|----------------------------------|--|--|
| SURNAME (LAST NAME) | FIRST NAME | SECOND NAME | BIRTH DATE YEAR MONTH DAY | | |
| ADDRESS OF INDIVIDUAL DEBTOR | CITY | PROVINCE | POSTAL CODE | | |
| SURNAME (LAST NAME) | FIRST NAME | SECOND NAME | BIRTH DATE YEAR MONTH DAY | | |
| ADDRESS OF INDIVIDUAL DEBTOR | CITY | PROVINCE | POSTAL CODE | | |

BUSINESS DEBTOR

| | | | |
|--|------|-----------|----------------|
| NAME OF BUSINESS DEBTOR <i>RAMBRIDGE STRUCTURE & DESIGN LTD</i> | | | |
| ADDRESS OF BUSINESS DEBTOR | CITY | PROVINCE | POSTAL CODE |
| <i>1316 CENTRE ST. N. CALGARY</i> | | <i>AB</i> | <i>T2E 2R7</i> |

IN WITNESS WHEREOF Debtor has executed this Security Agreement this 27 day of NOV 19 90

WITNESS

Lore W. Weyen Seal

**Carrying on Business as:

(Principal Address)

(City, Town, etc. & Province)

| | |
|------------------------------------|---|
| BRANCH ADDRESS 01989-003 | Hillhurst Branch, 417 - 10th St. N.W., CALGARY, ALTA. T2N 1W1 |
|------------------------------------|---|

(**Strike out where Inapplicable.)

2018/04/17 4 059244

SCHEDULE "A"
(ENCUMBRANCES AFFECTING COLLATERAL)

UNIVERSITY OF CALIFORNIA

SCHEDULE "B"

1. Locations of Debtor's Business Operations

1316 CENTRE ST. N.
CALGARY, ALTA

2. Locations of Records relating to Collateral

1316 CENTRE ST. N.
CALGARY, ALTA

3. Locations of Collateral

1316 CENTRE ST. N.
CALGARY, ALTA



2018041744059246

SCHEDULE "C"
(DESCRIPTION OF PROPERTY)

This is Exhibit "F"
referenced in the Affidavit of

ALICE CHAN

sworn before me on this 7 day of March 2023



A Commissioner for Oaths in and for Alberta

BARBARA ANN HUTCHINSON
Commissioner for Oaths
2024

KAMLOOPS LAND TITLE OFFICE

LAND TITLE ACT
FORM B (Section 225)

Feb-25-2021 14:31:08.002

CA8799266

MORTGAGE - PART 1 Province of British Columbia

PAGE 1 OF 5 PAGES

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

John Everett
Fletcher
QN6R1K
Digitally signed by John
Everett Fletcher QN6R1K
Date: 2021.02.25
14:23:14 -07'00'

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

MERGEN LAW LLP

Barrister and Solicitor

402 10325 Bonaventure Drive SE

Calgary

AB T2J 7E4

Phone: 403-209-4988

File Ref. No: 55981-02

Document Fees: \$74.87

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[legal description]

SEE SCHEDULE

STC?

YES

3. BORROWER(S) (MORTGAGOR(S)): (including postal address(es) and postal code(s))

BRENT PARKER, Self-Employed

CHRISTIANA PARKER, Self-Employed

104 Mt Cascade Close SE

Calgary

AB

AS JOINT TENANTS

T2Z 2K5

Canada

4. LENDER(S) (MORTGAGEE(S)): (including occupation(s), postal address(es) and postal code(s))

ROYAL BANK OF CANADA

3rd Floor- 10 York Mills Road

Toronto

ON

Canada

M2P 0A2

5. PAYMENT PROVISIONS:

(a) Principal Amount:

See Schedule

(b) Interest Rate:

See Schedule

(c) Interest Adjustment

Date: N/A

Y M D

(d) Interest Calculation Period:

Monthly, not in advance

(e) Payment Dates:

ON DEMAND

(f) First Payment

Date: N/A

(g) Amount of each periodic payment:

N/A

(h) *Interest Act* (Canada) Statement.

The equivalent rate of interest calculated half yearly not in advance is N/A % per annum.

(i) Last Payment

Date: N/A

(j) Assignment of Rents which the applicant wants registered ?

YES NO

If YES, page and paragraph number:

(k) Place of payment:

Postal Address In Item 4

(l) Balance Due

Date: ON DEMAND

MORTGAGE – PART 1

6. MORTGAGE contains floating charge on land ?
YES NO

7. MORTGAGE secures a current or running account ?
YES NO

8. INTEREST MORTGAGED:
Fee Simple
Other (specify)

9. MORTGAGE TERMS:

Part 2 of this mortgage consists of (select one only):

(a) Prescribed Standard Mortgage Terms

(b) Filed Standard Mortgage Terms

(c) Express Mortgage Terms

D F Number: MT190007

(annexed to this mortgage as Part 2)

A selection of (a) or (b) includes any additional or modified terms referred to in item 10 or in a schedule annexed to this mortgage.

10. ADDITIONAL OR MODIFIED TERMS:

See Schedule

11. PRIOR ENCUMBRANCES PERMITTED BY LENDER:

N/A

12. EXECUTION(S): This mortgage charges the Borrower's interest in the land mortgaged as security for payment of all money due and performance of all obligations in accordance with the mortgage terms referred to in item 9 and the Borrower(s) and every other signatory agree(s) to be bound by, and acknowledge(s) receipt of a true copy of, those terms.

Officer Signature(s)

John E. Fletcher
Barrister & Solicitor
402, 10325 Bonaventure Drive SE
Calgary, AB T2J 7E4
(as to both signatures)

| Execution Date | | |
|----------------|----|----|
| Y | M | D |
| 21 | 02 | 24 |

Borrower(s) Signature(s)

Brent Parker

Christiana Parker

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

**LAND TITLE ACT
FORM E**

SCHEDULE

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

027-956-504

**STRATA LOT 55 DISTRICT LOT 496 KAMLOOPS DIVISION YALE DISTRICT
STRATA PLAN EPS104 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA
LOT AS SHOWN ON FORM V**

STC? YES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

STC? YES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

STC? YES

Land Title Act
Form E
SCHEDULE

Enter the required information in the same order as the information must appear on the Freehold Transfer form, Mortgage form, or General Instrument form.

5. Payment Provisions

(1) Principal Amount

The parties agree that this Mortgage will secure an amount up to **\$620,000.00** (the "**Principal Amount**") (together with interest and compound interest at the Interest Rate and our Costs). This Mortgage will not secure any amount of the aggregate principal part of the Customer Liabilities that exceeds this amount.

(2) Interest Rate

You promise to pay us, on demand, the Customer Liabilities not to exceed the Principal Amount, together with interest on the amount demanded at a rate equal to the Prime Rate per annum in effect from time to time, **per cent (%)** per annum (the "**Interest Rate**"). This interest will be calculated monthly, not in advance and is payable on demand, before and after Default and judgment. Interest will be charged on overdue interest at the Interest Rate.

10. Additional or Modified Terms

All words that are capitalized in this Schedule shall have the same defined meanings as are ascribed to such words in the Filed Standard Mortgage Terms referred to in Item 9 of the attached Mortgage – Part 1 (Land Title Act) From B.

This Mortgage

- (1) You have agreed to grant this Mortgage of your Property as a continuing security for payment of all the Customer Liabilities.

Recitals

- (a) We are lending money or providing other forms of credit (either now or in the future) to who is referred to in this Schedule and Filed Standard Mortgage Terms as the "Customer". If more than one person is the Customer, the term "Customer" refers to all such persons.
- (b) In this document, we use the word "you" to describe the person who has signed, authorized or promised to be bound by this Mortgage. If more than one person has signed, authorized or promised to be bound by this Mortgage, then all of those persons will be jointly and severally liable to comply with all Promises under this Mortgage.
- (c) In this document, we use the word "we" or "us" to describe the financial institution lending money or providing other forms of credit to the Customer, which is the same as the mortgagee under this Mortgage.
- (d) ***RBC Home line Plan***

Land Title Act
Form E
SCHEDULE

Enter the required information in the same order as the information must appear on the Freehold Transfer form, Mortgage form, or General Instrument form.

The term “**Customer Liabilities**” means all of the Customer’s debts and obligations under any current or future RBC Homeline Plan Agreement which by its terms is, or is to be, secured by the Mortgage and under any agreement entered into pursuant to any such RBC Homeline Plan Agreement, whether owing now or in the future, whether such debts or obligations are absolute or contingent, and whether they are due now or at some time in the future; and any extensions, supplements, renewals, amendments, restatements or replacements of such debts or obligations that you have agreed in writing in the Mortgage, and that you and the Customer have agreed in writing in an RBC Homeline Plan Agreement, or under any agreement entered into pursuant to an RBC Homeline Plan Agreement, will be secured by the Mortgage.

- (e) If the Customer Liabilities are reduced, or increased, or paid off, and then incurred again, the Customer Liabilities include all of those liabilities, up to the Principal Amount.
- (f) Unless otherwise defined, any capitalized terms mean the same as they do in the set of Filed Standard Mortgage Terms that apply to this Mortgage.



1. Application

Angela He, Cassels Brock & Blackwell LLP
2200, 885 West Georgia Street
Vancouver BC V6C 3E8
778.372.7664

LTO Client No: 121379572
 File No: 33337.876
 RBC Rambridge

2. Description of Land

| PID/Plan Number | Legal Description |
|-----------------|---|
| 027-956-504 | STRATA LOT 55 DISTRICT LOT 496 KAMLOOPS DIVISION YALE DISTRICT STRATA PLAN EPS104 |

3. Borrower(s) (Mortgagor(s))

| | |
|--|---------------|
| BRENT PARKER | SELF-EMPLOYED |
| CHRISTIANA PARKER | SELF-EMPLOYED |
| 104 MT. CASCADE CLOSE S.E. CALGARY AB T2Z 2K5 | |

4. Lender(s) (Mortgagee(s))

ROYAL BANK OF CANADA
 A Canadian Chartered Bank Having a Branch Office and
 Postal Address at
 4TH FLOOR, 36 YORK MILLS ROAD
 TORONTO ON M2P 0A4

5. Payment Provisions

| | | |
|---|---|--------------------------|
| Principal Amount | Interest Rate | Interest Adjustment Date |
| \$500,000 | Royal Bank Prime Rate plus 5.00% | N/A |
| Interest Calculation Period | Payment Dates | First Payment Date |
| N/A | N/A | N/A |
| Amount of each periodic payment | Interest Act (Canada) Statement. The equivalent rate of interest calculated half yearly not in advance is | Last Payment Date |
| N/A | N/A % per annum | N/A |
| Assignment of Rents which the applicant wants registered? | Place of payment | Balance Due Date |
| No | Postal Address in Item 4 | On Demand |

6. Mortgage contains floating charge on land?

No

7. Mortgage secures a current or running account?

Yes



Land Title Act

Mortgage

Part 1 Province of British Columbia

8. Interest Mortgaged

Fee Simple

9. Mortgage Terms

Part 2 of this mortgage consists of:

(b) Filed Standard Mortgage Terms

D F Number: **MT190022**

A selection of (a) or (b) includes any additional or modified terms.

10. Additional or Modified Terms

Section 10 Additional or Modified Terms:

This mortgage is granted for valuable consideration (the receipt and sufficiency of which are hereby acknowledged by the Mortgagor) as general and continuing collateral security for payment and satisfaction of all debts, liabilities and obligations, present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, of whatsoever nature and kind and howsoever arising, at any time and from time to time owing or payable by the Mortgagor (or either or any of them) to the Mortgagee, all as may be more fully set forth in the Filed Standard Mortgage Terms (referred to in item 9 of Form B) which form part of this Mortgage and Defeasance Option #3 under Section 3 of the said Filed Standard Mortgage Terms applies to this Mortgage, and in interpreting this Mortgage, Section entitled "Advances" of the said Filed Standard Mortgage Terms shall be read subject to the following:

NOTICE IS HEREBY GIVEN to every person dealing with the title to the Mortgaged Land that the liabilities secured by this Mortgage include, without limiting the generality of any other provisions hereof, the liabilities of the Mortgagor to the Mortgagee with respect to any bankers' acceptances from time to time issued by the Mortgagor and accepted by the Mortgagee and with respect to any letters of credit or letters of guarantee from time to time issued by the Mortgagee at the request of the Mortgagor and that advances by the Mortgagee not exceeding from time to time the aggregate amount referred to herein are contemplated and secured by this Mortgage and that with respect to any such bankers' acceptances and any such letters of credit or letters of guarantee, the Mortgagee is hereby and thereby required, subject to the defences available to any obligant thereunder, from the date of acceptance of each such bankers' acceptance and from the date of issuance of each such letter of credit or letter of guarantee, to make the advances contemplated therein in accordance with the terms thereof.

The following shall be added immediately following Section 8 of the Filed Standard Mortgage Terms:

"8A. PROHIBITIONS

Without the prior written consent of the Mortgagee, the Mortgagor shall not and shall not have the power to:

- a) Grant, create or permit to be created any mortgage, charge or security interest in, encumbrances or lien over, or claim against the Mortgaged Land or any part thereof which ranks or could in any event rank in priority to or *pari passu* with the charge of this Mortgage; or
- b) Issue or have outstanding at any time any secured or unsecured bonds, debentures, debenture stock or other evidences of indebtedness of the Mortgagor or of any predecessor in title of the Mortgagor issued under a trust deed or other instrument running in favour of a trustee."

The following shall be added immediately following Section entitled "Additional Acceleration Provisions" of the said Filed Standard Mortgage Terms:

IMMEDIATE PAYMENT AND PREPAYMENT

The Mortgagee may exercise its rights and remedies hereunder immediately upon default, and the Mortgagor hereby confirms that except as may be expressly otherwise provided herein or in any other written agreement between the Mortgagor and the Mortgagee contemplating the granting of this Mortgage, the Mortgagee has not given any covenant, express or implied, and is under no obligation to allow the Mortgagor any period of time to remedy any default prior to the Mortgagee exercising its rights and remedies hereunder.

Any right or option contained in the said Filed Standard Mortgage Terms to prepay or repay prior to the date of final



payment hereunder the whole balance or any portion of the principal monies remaining unpaid hereunder may only be exercised in the absence of any agreement to the contrary with respect to all or any portion of the debts, liabilities and obligations from time to time secured hereby.

11. Prior Encumbrances Permitted by Lender

Mortgage CA8799266

12. Execution(s)

This mortgage charges the Borrower's interest in the land mortgaged as security for payment of all money due and performance of all obligations in accordance with the mortgage terms referred to in item 9 and the Borrower(s) and every other signatory agree(s) to be bound by, and acknowledge(s) receipt of a true copy of, those terms.

Witnessing Officer Signature

Execution Date

Borrower / Party Signature(s)

YYYY-MM-DD
2022-09-07

BRENT PARKER

SEAN VAN DER LEE, BARRISTER & SOLICITOR
802, 1333 8TH ST. SW
CALGARY, AB T2R 1M6
Officer Certification

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Witnessing Officer Signature

Execution Date

Borrower / Party Signature(s)

YYYY-MM-DD
2022-09-07

CHRISTIANA PARKER

SEAN VAN DER LEE, BARRISTER & SOLICITOR
802, 1333 8TH ST SW
CALGARY, AB T2R 1M6
Officer Certification

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

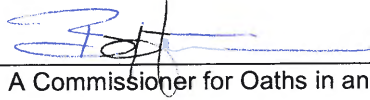
Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

This is Exhibit "G"
referenced in the Affidavit of

ALICE CHAN

sworn before me on this 7 day of March 2023



A Commissioner for Oaths in and for Alberta

DIANE ANN HUTMA
COMMISSIONER
DECEMBER 29, 2024

605-326 MARA LAKE LANE SICAMOUS V0E 2V1

Area-Jurisdiction-Roll: 20-348-05404.065



Total value **\$829,000**

2023 assessment as of July 1, 2022

Previous year value \$756,000

Property information

| | |
|-----------------------|---------------------------|
| Year built | 2009 |
| Description | Strata Apartment -Hi-Rise |
| Bedrooms | 3 |
| Baths | 3 |
| Carports | |
| Garages | |
| Land size | |
| First floor area | |
| Second floor area | |
| Basement finish area | |
| Strata area | 1,663 |
| Building storeys | 8 |
| Gross leasable area | |
| Net leasable area | |
| No.of apartment units | |

Legal description and parcel ID

STRATA LOT 55, PLAN EPS104, DISTRICT LOT 496, KAMLOOPS DIV OF YALE LAND DISTRICT, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V
 PID: 027-956-504

Sales history (last 3 full calendar years)

Feb 25, 2021 \$620,000

Manufactured home

Width
 Length
 Total area

Register with BC Assessment



Search properties on a map



Compare property information and assessment values



Store and access favourite properties across devices



View recently viewed properties

Search ID #: Z15906326

Transmitting Party

WEST-END REGISTRATIONS LICENSING & SEARCHES
LTD. (P158)

10011 170 STREET
EDMONTON, AB T5P 4R5

Party Code: 50076967
Phone #: 780 483 8211
Reference #: 04407905

Search ID #: Z15906326

Date of Search: 2023-Mar-03

Time of Search: 14:43:33

Business Debtor Search For:

RAMBRIDGE STRUCTURE & DESIGN 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 #: Z15906326

Business Debtor Search For:

RAMBRIDGE STRUCTURE & DESIGN LTD.

Search ID #: Z15906326

Date of Search: 2023-Mar-03

Time of Search: 14:43:33

Registration Number: 91011100954

Registration Type: SECURITY AGREEMENT

Registration Date: 1991-Jan-11

Registration Status: Current

Expiry Date: 2024-Jan-11 23:59:59

Exact Match on:

Debtor

No: 1

Amendments to Registration

| | | |
|-------------|-----------------------|-------------|
| 93123112265 | Renewal | 1993-Dec-31 |
| 98111913426 | Amendment And Renewal | 1998-Nov-19 |
| 03110718917 | Amendment And Renewal | 2003-Nov-07 |
| 08120422021 | Amendment And Renewal | 2008-Dec-04 |
| 13120911530 | Renewal | 2013-Dec-09 |
| 18120746467 | Renewal | 2018-Dec-07 |

Debtor(s)

Block

Status

Current

1 RAMBRIDGE STRUCTURE & DESIGN LTD.
1316 CENTRE STREET N
CALGARY, AB T2E2R7

Secured Party / Parties

Block

Status

Deleted by
98111913426

1 ROYAL BANK OF CANADA
417 10 STREET NW
CALGARY, AB T2N1W1

Block

Status

Deleted by
03110718917

2 ROYAL BANK OF CANADA
1313 10 AVENUE S.W.
CALGARY, AB T3C 3P9

Search ID #: Z15906326

Block

3 ROYAL BANK -BUSINESS SERVICE CENTRE
102 8 AVENUE SW
CALGARY, AB T2P 1B3

Status

Deleted by
08120422021

Block

4 ROYAL BANK OF CANADA
180 WELLINGTON ST W BSC 3RD FL
TORONTO, ON M5J 1J1

Status

Current by
08120422021

Collateral: General

Block

Description

1 ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.

Status

Current

Search ID #: Z15906326

Business Debtor Search For:

RAMBRIDGE STRUCTURE & DESIGN LTD.

Search ID #: Z15906326

Date of Search: 2023-Mar-03

Time of Search: 14:43:33

Registration Number: 18031904872

Registration Type: SECURITY AGREEMENT

Registration Date: 2018-Mar-19

Registration Status: Current

Expiry Date: 2024-Mar-19 23:59:59

Exact Match on:

Debtor

No: 1

Debtor(s)

Block

Status

1 RAMBRIDGE STRUCTURE & DESIGN LTD
8 - 8009 57 STREET SE
CALGARY, AB T2C5K7

Current

Secured Party / Parties

Block

Status

1 XEROX CANADA LTD
20 YORK MILLS ROAD, SUITE 500 BOX 700
TORONTO, ON M2P2C2

Current

Collateral: General

Block

Description

Status

1 ALL PRESENT AND FUTURE OFFICE EQUIPMENT AND
SOFTWARE SUPPLIED OR FINANCED FROM TIME TO TIME BY THE SECURED
PARTY (WHETHER BY LEASE, CONDITIONAL SALE OR OTHERWISE), WHETHER
OR NOT MANUFACTURED BY THE SECURED PARTY OR ANY AFFILIATE
THEREOF, AND ALL PROCEEDS THEREOF.

Current

Search ID #: Z15906326

Business Debtor Search For:

RAMBRIDGE STRUCTURE & DESIGN LTD.

Search ID #: Z15906326

Date of Search: 2023-Mar-03

Time of Search: 14:43:33

Registration Number: 19060412064

Registration Type: SECURITY AGREEMENT

Registration Date: 2019-Jun-04

Registration Status: Current

Expiry Date: 2023-Jun-04 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status

1 RAMBRIDGE STRUCTURE & DESIGN LTD.
8, 8009 57TH STREET SE
CALGARY, AB T2C 5K7

Current

Secured Party / Parties

Block

Status

1 MERIDIAN ONECAP CREDIT CORP.
SUITE 1500, 4710 KINGSWAY
BURNABY, BC V5H 4M2

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 | 61162 | 2013 | TOYOTA 8FBCHU25 | MV - Motor Vehicle | Current |

Collateral: General

| <u>Block</u> | <u>Description</u> | <u>Status</u> |
|---------------------|--|----------------------|
| 1 | FORKLIFT(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL | Current |

Search ID #: Z15906326

Business Debtor Search For:

RAMBRIDGE STRUCTURE & DESIGN LTD.

Search ID #: Z15906326

Date of Search: 2023-Mar-03

Time of Search: 14:43:33

Registration Number: 20061927579

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Jun-19

Registration Status: Current

Expiry Date: 2030-Jun-19 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status

1 RAMBRIDGE STRUCTURE & DESIGN LTD.
8-8009 57 STREET SE
CALGARY, AB T2C5K7

Current

Secured Party / Parties

Block

Status

1 ROYAL BANK OF CANADA
300-5575 NORTH SERVICE RD
BURLINGTON, ON L7L 6M1
Email: cms_alberta_notifications@teranet.ca

Current

Collateral: General

Block

Description

Status

1 AS PER MASTER LEASE AGREEMENT DATED JUNE 19, 2020 TOGETHER WITH ALL INVENTORY AND EQUIPMENT NOW OR HEREAFTER ACQUIRED BY THE DEBTOR AND FINANCED BY THE SECURED PARTY TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.

Current

Search ID #: Z15906326

Business Debtor Search For:

RAMBRIDGE STRUCTURE & DESIGN LTD.

Search ID #: Z15906326

Date of Search: 2023-Mar-03

Time of Search: 14:43:33

Registration Number: 20062202684

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Jun-22

Registration Status: Current

Expiry Date: 2024-Jun-22 23:59:59

Exact Match on: Debtor No: 3

Exact Match on: Debtor No: 4

Amendments to Registration

23012622899

Amendment

2023-Jan-26

Debtor(s)

Block

1 RAMBRIDGE STRUCTURE & DESIGN LTD.
8-8009 57 STREET SE
CALGARY, AB T2C5K7

Status

Deleted by
23012622899

Block

2 RAMBRIDGE STRUCTURE & DESIGN LTD.
103 1750 COAST MERIDIAN ROAD
PORT COQUITLAM, BC V3C6R8

Status

Deleted by
23012622899

Block

3 RAMBRIDGE STRUCTURE & DESIGN LTD.
150, 7880 66 ST SE
CALGARY, AB T2C 5V2

Status

Current by
23012622899

Block

4 RAMBRIDGE STRUCTURE & DESIGN LTD.
802, 1333 8TH ST SW
CALGARY, AB T2R 1M6

Status

Current by
23012622899

Search ID #: Z15906326

Block

5 RAMBRIDGE WHOLESALE SUPPLY
150, 7880 66 ST SE
CALGARY, AB T2C 5V2

Status

Current by
23012622899

Secured Party / Parties

Block

1 ROYAL BANK OF CANADA
300-5575 NORTH SERVICE RD
BURLINGTON, ON L7L 6M1
Email: cms_alberta_notifications@teranet.ca

Status

Current

Collateral: General

Block

Description

1 EQUIPMENT AS FURTHER DESCRIBED UNDER LEASE CONTRACT # 201000053944
EQUIPMENT DESCRIPTION: DELL LATITUDE 7212 COMPUTER, (S/N D7TPTG2), GF
BUNZEL SMH-150S STRETCH WRAPPER (S/N 169855-1-01), SOFTWARE, WEBSITE
DEVELOPMENT TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES,
ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND
IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED
DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR
PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS
IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR
OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL
PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND
RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY
OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS
OF THE COLLATERAL.

Status

Current

Search ID #: Z15906326

Business Debtor Search For:

RAMBRIDGE STRUCTURE & DESIGN LTD.

Search ID #: Z15906326

Date of Search: 2023-Mar-03

Time of Search: 14:43:33

Registration Number: 20121415962

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Dec-14

Registration Status: Current

Expiry Date: 2025-Dec-14 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status

1 RAMBRIDGE STRUCTURE & DESIGN LTD.
8, 8009 57 STREET SE
CALGARY, AB T2C 5K7

Current

Secured Party / Parties

Block

Status

1 MERIDIAN ONECAP CREDIT CORP.
SUITE 1500, 4710 KINGSWAY
BURNABY, BC V5H 4M2
Email: absecparties@avssystem.com

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 | 63810 | 2015 | TOYOTA 8FBCU30 | MV - Motor Vehicle | Current |

Collateral: General

| <u>Block</u> | <u>Description</u> | <u>Status</u> |
|---------------------|--|----------------------|
| 1 | FORKLIFT(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL | Current |

Search ID #: Z15906326

Business Debtor Search For:

RAMBRIDGE STRUCTURE & DESIGN LTD.

Search ID #: Z15906326

Date of Search: 2023-Mar-03

Time of Search: 14:43:33

Registration Number: 21041622329

Registration Type: SECURITY AGREEMENT

Registration Date: 2021-Apr-16

Registration Status: Current

Expiry Date: 2024-Apr-16 23:59:59

Exact Match on: Debtor No: 2

Exact Match on: Debtor No: 3

Amendments to Registration

23012623020

Amendment

2023-Jan-26

Debtor(s)

Block

1 RAMBRIDGE STRUCTURE & DESIGN LTD.
8-8009 57 STREET SE
CALGARY, AB T2C 5K7

Status

Deleted by
23012623020

Block

2 RAMBRIDGE STRUCTURE & DESIGN LTD.
150, 7880 66 ST SE
CALGARY, AB T2C 5V2

Status

Current by
23012623020

Block

3 RAMBRIDGE STRUCTURE & DESIGN LTD.
802, 1333 8TH ST SW
CALGARY, AB T2R 1M6

Status

Current by
23012623020

Block

4 RAMBRIDGE WHOLESALE SUPPLY
150, 7880 66 ST SE
CALGARY, AB T2C 5V2

Status

Current by
23012623020

Search ID #: Z15906326

Secured Party / Parties

Block

Status

Current

1 ROYAL BANK OF CANADA
300-5575 NORTH SERVICE RD
BURLINGTON, ON L7L 6M1
Email: cms_alberta_notifications@teranet.ca

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 | WBWF003997 | 2021 | EPSON TM-C7500G | MV - Motor Vehicle | Deleted By 23012623020 |

Collateral: General

Block

Description

Status

Current

1 EQUIPMENT AS FURTHER DESCRIBED UNDER LEASE CONTRACT #201000060148
EQUIPMENT DESCRIPTION:2021 EPSON TM-C7500G GLOSS COLOR INKJET LABEL
PRINTER 4" C/W ACCESSORIES SN: WBWF003997 TOGETHER WITH ALL
ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS,
ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM
DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL
OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES,
DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE,
RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL,
CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE,
SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS
AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL
OR PROCEEDS OF THE COLLATERAL.

Search ID #: Z15906326

Business Debtor Search For:

RAMBRIDGE STRUCTURE & DESIGN LTD.

Search ID #: Z15906326

Date of Search: 2023-Mar-03

Time of Search: 14:43:33

Registration Number: 21050624380

Registration Type: SECURITY AGREEMENT

Registration Date: 2021-May-06

Registration Status: Current

Expiry Date: 2029-May-06 23:59:59

Exact Match on: Debtor No: 2

Exact Match on: Debtor No: 3

Amendments to Registration

23012623255

Amendment

2023-Jan-26

Debtor(s)

Block

1 RAMBRIDGE STRUCTURE & DESIGN LTD.
8-8009 57 STREET SE
CALGARY, AB T2C 5K7

Status

Deleted by
23012623255

Block

2 RAMBRIDGE STRUCTURE & DESIGN LTD.
150, 7880 66 ST SE
CALGARY, AB T2C 5V2

Status

Current by
23012623255

Block

3 RAMBRIDGE STRUCTURE & DESIGN LTD.
802, 1333 8TH ST SW
CALGARY, AB T2R 1M6

Status

Current by
23012623255

Block

4 RAMBRIDGE WHOLESALE SUPPLY
150, 7880 66 ST SE
CALGARY, AB T2C 5V2

Status

Current by
23012623255

Search ID #: Z15906326

Secured Party / Parties

Block

Status

Current

1 ROYAL BANK OF CANADA
300-5575 NORTH SERVICE RD
BURLINGTON, ON L7L 6M1
Email: cms_alberta_notifications@teranet.ca

Collateral: General

Block

Description

Status

1 EQUIPMENT AS FURTHER DESCRIBED UNDER LEASE CONTRACT # 201000060427. Current
EQUIPMENT DESCRIPTION: NETLED VERA COMPACT VERTICAL FARMING
SYSTEM C/W ATTACHMENTS AND ACCESSORIES TOGETHER WITH ALL
ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS,
ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM
DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL
OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES,
DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE,
RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL,
CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE,
SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS
AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL
OR PROCEEDS OF THE COLLATERAL.

Search ID #: Z15906326

Business Debtor Search For:

RAMBRIDGE STRUCTURE & DESIGN LTD.

Search ID #: Z15906326

Date of Search: 2023-Mar-03

Time of Search: 14:43:33

Registration Number: 21102820554

Registration Type: SECURITY AGREEMENT

Registration Date: 2021-Oct-28

Registration Status: Current

Expiry Date: 2029-Oct-28 23:59:59

Exact Match on: Debtor No: 2

Exact Match on: Debtor No: 3

Amendments to Registration

23012623392

Amendment

2023-Jan-26

Debtor(s)

Block

1 RAMBRIDGE STRUCTURE & DESIGN LTD.
154- 7880 66 STREET SE
CALGARY, AB T2C 4S6

Status

Deleted by
23012623392

Block

2 RAMBRIDGE STRUCTURE & DESIGN LTD.
150, 7880 66 ST SE
CALGARY, AB T2C 5V2

Status

Current by
23012623392

Block

3 RAMBRIDGE STRUCTURE & DESIGN LTD.
802, 1333 8TH ST SW
CALGARY, AB T2R 1M6

Status

Current by
23012623392

Block

4 RAMBRIDGE WHOLESALE SUPPLY
150, 7880 66 ST SE
CALGARY, AB T2C 5V2

Status

Current by
23012623392

Search ID #: Z15906326

Secured Party / Parties

Block

Status

Current

1 ROYAL BANK OF CANADA
300-5575 NORTH SERVICE RD
BURLINGTON, ON L7L 6M1
Email: cms_alberta_notifications@teranet.ca

Collateral: General

Block

Description

Status

1 EQUIPMENT AS FURTHER DESCRIBED UNDER LEASE CONTRACT # 201000064085. Current
EQUIPMENT DESCRIPTION: LEASEHOLDS IMPROVEMENTS & EQUIPMENT FOR
NEW WAREHOUSE TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES,
ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND
IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED
DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR
PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS
IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR
OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL
PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND
RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY
OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS
OF THE COLLATERAL.

Search ID #: Z15906326

Business Debtor Search For:

RAMBRIDGE STRUCTURE & DESIGN LTD.

Search ID #: Z15906326

Date of Search: 2023-Mar-03

Time of Search: 14:43:33

Registration Number: 21112620733

Registration Type: SECURITY AGREEMENT

Registration Date: 2021-Nov-26

Registration Status: Current

Expiry Date: 2027-Nov-26 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status

1 RAMBRIDGE STRUCTURE & DESIGN LTD.
8009 57 STREET SE SUITE 8
CALGARY, AB T2C 5K7

Current

Secured Party / Parties

Block

Status

1 MERIDIAN ONECAP CREDIT CORP.
SUITE 1500, 4710 KINGSWAY
BURNABY, BC V5H 4M2
Email: absecparties@avssystems.ca

Current

Collateral: General

Block

Description

Status

1 RACKING SYSTEM(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES
ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS
THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY
FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN
INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR
COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF
THE COLLATERAL

Current

Search ID #: Z15906326

Business Debtor Search For:

RAMBRIDGE STRUCTURE & DESIGN LTD.

Search ID #: Z15906326

Date of Search: 2023-Mar-03

Time of Search: 14:43:33

Registration Number: 22010621851

Registration Type: SECURITY AGREEMENT

Registration Date: 2022-Jan-06

Registration Status: Current

Expiry Date: 2028-Jan-06 23:59:59

Exact Match on:

Debtor

No: 1

Debtor(s)

Block

Status

1 RAMBRIDGE STRUCTURE & DESIGN LTD.
7880 68 ST SE SUITE 146
CALGARY, AB T2C5V2

Current

Secured Party / Parties

Block

Status

1 XEROX CANADA LTD
20 YORK MILLS ROAD, SUITE 500 BOX 700
TORONTO, ON M2P2C2
Email: cancreditdept@xerox.com

Current

Collateral: General

Block

Description

Status

1 ALL PRESENT AND FUTURE OFFICE EQUIPMENT AND
SOFTWARE SUPPLIED OR FINANCED FROM TIME TO TIME BY THE SECURED
PARTY (WHETHER BY LEASE, CONDITIONAL SALE OR OTHERWISE), WHETHER
OR NOT MANUFACTURED BY THE SECURED PARTY OR ANY AFFILIATE
THEREOF, AND ALL PROCEEDS THEREOF.

Current

Search ID #: Z15906326

Business Debtor Search For:

RAMBRIDGE STRUCTURE & DESIGN LTD.

Search ID #: Z15906326

Date of Search: 2023-Mar-03

Time of Search: 14:43:33

Registration Number: 22050512582

Registration Type: SECURITY AGREEMENT

Registration Date: 2022-May-05

Registration Status: Current

Expiry Date: 2026-May-05 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status

1 RAMBRIDGE STRUCTURE & DESIGN LTD.
7880 66 STREET SE #150
CALGARY, AB T2C 5V2

Current

Secured Party / Parties

Block

Status

1 TRICOR LEASE & FINANCE CORP.
PO BOX 397
BURLINGTON, ON L7R 3Y3
Email: absecparties@avssystems.ca

Current

Block

Status

2 ADVANTAGE FORD SALES LTD.
MACLEOD TRAIL SE 12800
CALGARY, AB T2J 7E5
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 | 1FTFW1E85NKD15093 | 2022 | FORD F150 | MV - Motor Vehicle | Current |

Search ID #: Z15906326

Business Debtor Search For:

RAMBRIDGE STRUCTURE & DESIGN LTD.

Search ID #: Z15906326

Date of Search: 2023-Mar-03

Time of Search: 14:43:33

Registration Number: 23012622181

Registration Type: SECURITY AGREEMENT

Registration Date: 2023-Jan-26

Registration Status: Current

Expiry Date: 2027-Jan-26 23:59:59

Exact Match on: Debtor No: 1

Exact Match on: Debtor No: 2

Debtor(s)

Block

Status

Current

1 RAMBRIDGE STRUCTURE & DESIGN LTD.
150, 7880 66 ST SE
CALGARY, AB T2C 5V2

Block

Status

Current

2 RAMBRIDGE STRUCTURE & DESIGN LTD.
802, 1333 8TH ST SW
CALGARY, AB T2R 1M6

Block

Status

Current

3 RAMBRIDGE WHOLESALE SUPPLY
150, 7880 66 ST SE
CALGARY, AB T2C 5V2

Secured Party / Parties

Block

Status

Current

1 ROYAL BANK OF CANADA
300-5575 NORTH SERVICE RD
BURLINGTON, ON L7L 6M1
Email: cms_alberta_notifications@teranet.ca

Search ID #: Z15906326

Collateral: General

| <u>Block</u> | <u>Description</u> | <u>Status</u> |
|---------------------|--|----------------------|
| 1 | <p>ALL PRESENT AND AFTER-ACQUIRED GOODS LEASED BY THE SECURED PARTY TO THE DEBTORS PURSUANT TO A MASTER LEASE AGREEMENT NUMBER 874904204 DATED JUNE 19, 2020 AND LEASING SCHEDULE NUMBER 201000057242 TO THE MASTER LEASE AGREEMENT, DATED JANUARY 19, 2021 (AS MAY BE AMENDED, MODIFIED, SUPPLEMENTED, RESTATED OR REPLACED FROM TIME TO TIME) INCLUDING BUT NOT LIMITED TO, NEW STORAGE RACKING SYSTEM AND BOX STORAGE FRAMES, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS, AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL, AND A RIGHT TO AN INSURANCE PAYMENT OR ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.</p> <p>PROCEEDS: ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED GOODS, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY, ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF ALBERTA AND REGULATIONS THEREUNDER, DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALINGS WITH THE ORIGINAL COLLATERAL.</p> | Current |

Search ID #: Z15906326

Business Debtor Search For:

RAMBRIDGE STRUCTURE & DESIGN LTD.

Search ID #: Z15906326

Date of Search: 2023-Mar-03

Time of Search: 14:43:33

Registration Number: 23012622249

Registration Type: SECURITY AGREEMENT

Registration Date: 2023-Jan-26

Registration Status: Current

Expiry Date: 2031-Jan-26 23:59:59

Exact Match on: Debtor No: 1

Exact Match on: Debtor No: 2

Debtor(s)

Block

Status

Current

1 RAMBRIDGE STRUCTURE & DESIGN LTD.
150, 7880 66 ST SE
CALGARY, AB T2C 5V2

Block

Status

Current

2 RAMBRIDGE STRUCTURE & DESIGN LTD.
802, 1333 8TH ST SW
CALGARY, AB T2R 1M6

Block

Status

Current

3 RAMBRIDGE WHOLESALE SUPPLY
150, 7880 66 ST SE
CALGARY, AB T2C 5V2

Secured Party / Parties

Block

Status

Current

1 ROYAL BANK OF CANADA
300-5575 NORTH SERVICE RD
BURLINGTON, ON L7L 6M1
Email: cms_alberta_notifications@teranet.ca

Search ID #: Z15906326

Collateral: General

| <u>Block</u> | <u>Description</u> | <u>Status</u> |
|---------------------|--|----------------------|
| 1 | <p>ALL PRESENT AND AFTER-ACQUIRED GOODS LEASED BY THE SECURED PARTY TO THE DEBTORS PURSUANT TO A MASTER LEASE AGREEMENT NUMBER 874904204 DATED JUNE 19, 2020 AND LEASING SCHEDULE NUMBER 201000061670 TO THE MASTER LEASE AGREEMENT (AS MAY BE AMENDED, MODIFIED, SUPPLEMENTED, RESTATED OR REPLACED FROM TIME TO TIME), TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS, AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL, AND A RIGHT TO AN INSURANCE PAYMENT OR ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.</p> <p>PROCEEDS: ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED GOODS, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY, ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF ALBERTA AND REGULATIONS THEREUNDER, DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALINGS WITH THE ORIGINAL COLLATERAL.</p> | Current |

Result Complete

Search ID #: Z15906329

Transmitting Party

WEST-END REGISTRATIONS LICENSING & SEARCHES
LTD. (P158)

10011 170 STREET
EDMONTON, AB T5P 4R5

Party Code: 50076967
Phone #: 780 483 8211
Reference #: 04407906

Search ID #: Z15906329

Date of Search: 2023-Mar-03

Time of Search: 14:43:58

Business Debtor Search For:

RAMBRIDGE WHOLESALE SUPPLY

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 #: Z15906329

Business Debtor Search For:

RAMBRIDGE WHOLESALE SUPPLY

Search ID #: Z15906329

Date of Search: 2023-Mar-03

Time of Search: 14:43:58

Registration Number: 20062202684

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Jun-22

Registration Status: Current

Expiry Date: 2024-Jun-22 23:59:59

Exact Match on:

Debtor

No: 5

Amendments to Registration

23012622899

Amendment

2023-Jan-26

Debtor(s)

Block

1 RAMBRIDGE STRUCTURE & DESIGN LTD.
8-8009 57 STREET SE
CALGARY, AB T2C5K7

Status

Deleted by
23012622899

Block

2 RAMBRIDGE STRUCTURE & DESIGN LTD.
103 1750 COAST MERIDIAN ROAD
PORT COQUITLAM, BC V3C6R8

Status

Deleted by
23012622899

Block

3 RAMBRIDGE STRUCTURE & DESIGN LTD.
150, 7880 66 ST SE
CALGARY, AB T2C 5V2

Status

Current by
23012622899

Block

4 RAMBRIDGE STRUCTURE & DESIGN LTD.
802, 1333 8TH ST SW
CALGARY, AB T2R 1M6

Status

Current by
23012622899

Block

5 RAMBRIDGE WHOLESALE SUPPLY
150, 7880 66 ST SE
CALGARY, AB T2C 5V2

Status

Current by
23012622899

Search ID #: Z15906329

Secured Party / Parties

Block

Status

Current

1 ROYAL BANK OF CANADA
300-5575 NORTH SERVICE RD
BURLINGTON, ON L7L 6M1
Email: cms_alberta_notifications@teranet.ca

Collateral: General

Block

Description

Status

Current

1 EQUIPMENT AS FURTHER DESCRIBED UNDER LEASE CONTRACT # 201000053944
EQUIPMENT DESCRIPTION: DELL LATITUDE 7212 COMPUTER, (S/N D7TPTG2), GF
BUNZEL SMH-150S STRETCH WRAPPER (S/N 169855-1-01), SOFTWARE, WEBSITE
DEVELOPMENT TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES,
ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND
IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED
DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR
PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS
IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR
OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL
PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND
RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY
OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS
OF THE COLLATERAL.

Search ID #: Z15906329

Business Debtor Search For:

RAMBRIDGE WHOLESALE SUPPLY

Search ID #: Z15906329

Date of Search: 2023-Mar-03

Time of Search: 14:43:58

Registration Number: 21041622329

Registration Type: SECURITY AGREEMENT

Registration Date: 2021-Apr-16

Registration Status: Current

Expiry Date: 2024-Apr-16 23:59:59

Exact Match on: Debtor No: 4

Amendments to Registration

23012623020

Amendment

2023-Jan-26

Debtor(s)

Block

1 RAMBRIDGE STRUCTURE & DESIGN LTD.
8-8009 57 STREET SE
CALGARY, AB T2C 5K7

Status

Deleted by
23012623020

Block

2 RAMBRIDGE STRUCTURE & DESIGN LTD.
150, 7880 66 ST SE
CALGARY, AB T2C 5V2

Status

Current by
23012623020

Block

3 RAMBRIDGE STRUCTURE & DESIGN LTD.
802, 1333 8TH ST SW
CALGARY, AB T2R 1M6

Status

Current by
23012623020

Block

4 RAMBRIDGE WHOLESALE SUPPLY
150, 7880 66 ST SE
CALGARY, AB T2C 5V2

Status

Current by
23012623020

Secured Party / Parties

Block

1 ROYAL BANK OF CANADA
300-5575 NORTH SERVICE RD
BURLINGTON, ON L7L 6M1

Status

Current

Search ID #: Z15906329

Email: cms_alberta_notifications@teranet.ca

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 | WBWF003997 | 2021 | EPSON TM-C7500G | MV - Motor Vehicle | Deleted By 23012623020 |

Collateral: General

| <u>Block</u> | <u>Description</u> | <u>Status</u> |
|---------------------|--|----------------------|
| 1 | EQUIPMENT AS FURTHER DESCRIBED UNDER LEASE CONTRACT #201000060148 EQUIPMENT DESCRIPTION:2021 EPSON TM-C7500G GLOSS COLOR INKJET LABEL PRINTER 4" C/W ACCESSORIES SN: WBWF003997 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHattel PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL. | Current |

Search ID #: Z15906329

Business Debtor Search For:

RAMBRIDGE WHOLESALE SUPPLY

Search ID #: Z15906329

Date of Search: 2023-Mar-03

Time of Search: 14:43:58

Registration Number: 21050624380

Registration Type: SECURITY AGREEMENT

Registration Date: 2021-May-06

Registration Status: Current

Expiry Date: 2029-May-06 23:59:59

Exact Match on:

Debtor

No: 4

Amendments to Registration

23012623255

Amendment

2023-Jan-26

Debtor(s)

Block

1 RAMBRIDGE STRUCTURE & DESIGN LTD.
8-8009 57 STREET SE
CALGARY, AB T2C 5K7

Status

Deleted by
23012623255

Block

2 RAMBRIDGE STRUCTURE & DESIGN LTD.
150, 7880 66 ST SE
CALGARY, AB T2C 5V2

Status

Current by
23012623255

Block

3 RAMBRIDGE STRUCTURE & DESIGN LTD.
802, 1333 8TH ST SW
CALGARY, AB T2R 1M6

Status

Current by
23012623255

Block

4 RAMBRIDGE WHOLESALE SUPPLY
150, 7880 66 ST SE
CALGARY, AB T2C 5V2

Status

Current by
23012623255

Secured Party / Parties

Block

1 ROYAL BANK OF CANADA
300-5575 NORTH SERVICE RD
BURLINGTON, ON L7L 6M1

Status

Current

Search ID #: Z15906329

Email: cms_alberta_notifications@teranet.ca

Collateral: General

| <u>Block</u> | <u>Description</u> | <u>Status</u> |
|---------------------|--|----------------------|
| 1 | EQUIPMENT AS FURTHER DESCRIBED UNDER LEASE CONTRACT # 201000060427. EQUIPMENT DESCRIPTION: NETLED VERA COMPACT VERTICAL FARMING SYSTEM C/W ATTACHMENTS AND ACCESSORIES TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL. | Current |

Search ID #: Z15906329

Business Debtor Search For:

RAMBRIDGE WHOLESALE SUPPLY

Search ID #: Z15906329

Date of Search: 2023-Mar-03

Time of Search: 14:43:58

Registration Number: 21102820554

Registration Type: SECURITY AGREEMENT

Registration Date: 2021-Oct-28

Registration Status: Current

Expiry Date: 2029-Oct-28 23:59:59

Exact Match on:

Debtor

No: 4

Amendments to Registration

23012623392

Amendment

2023-Jan-26

Debtor(s)

Block

1 RAMBRIDGE STRUCTURE & DESIGN LTD.
154- 7880 66 STREET SE
CALGARY, AB T2C 4S6

Status

Deleted by
23012623392

Block

2 RAMBRIDGE STRUCTURE & DESIGN LTD.
150, 7880 66 ST SE
CALGARY, AB T2C 5V2

Status

Current by
23012623392

Block

3 RAMBRIDGE STRUCTURE & DESIGN LTD.
802, 1333 8TH ST SW
CALGARY, AB T2R 1M6

Status

Current by
23012623392

Block

4 RAMBRIDGE WHOLESALE SUPPLY
150, 7880 66 ST SE
CALGARY, AB T2C 5V2

Status

Current by
23012623392

Secured Party / Parties

Block

1 ROYAL BANK OF CANADA
300-5575 NORTH SERVICE RD
BURLINGTON, ON L7L 6M1

Status

Current

Search ID #: Z15906329

Email: cms_alberta_notifications@teranet.ca

Collateral: General

| <u>Block</u> | <u>Description</u> | <u>Status</u> |
|---------------------|--|----------------------|
| 1 | EQUIPMENT AS FURTHER DESCRIBED UNDER LEASE CONTRACT # 201000064085. EQUIPMENT DESCRIPTION: LEASEHOLDS IMPROVEMENTS & EQUIPMENT FOR NEW WAREHOUSE TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL. | Current |

Search ID #: Z15906329

Business Debtor Search For:

RAMBRIDGE WHOLESALE SUPPLY

Search ID #: Z15906329

Date of Search: 2023-Mar-03

Time of Search: 14:43:58

Registration Number: 23012622181

Registration Type: SECURITY AGREEMENT

Registration Date: 2023-Jan-26

Registration Status: Current

Expiry Date: 2027-Jan-26 23:59:59

Exact Match on: Debtor No: 3

Debtor(s)

Block

Status

Current

1 RAMBRIDGE STRUCTURE & DESIGN LTD.
150, 7880 66 ST SE
CALGARY, AB T2C 5V2

Block

Status

Current

2 RAMBRIDGE STRUCTURE & DESIGN LTD.
802, 1333 8TH ST SW
CALGARY, AB T2R 1M6

Block

Status

Current

3 RAMBRIDGE WHOLESALE SUPPLY
150, 7880 66 ST SE
CALGARY, AB T2C 5V2

Secured Party / Parties

Block

Status

Current

1 ROYAL BANK OF CANADA
300-5575 NORTH SERVICE RD
BURLINGTON, ON L7L 6M1
Email: cms_alberta_notifications@teranet.ca

Search ID #: Z15906329

Collateral: General

| <u>Block</u> | <u>Description</u> | <u>Status</u> |
|---------------------|--|----------------------|
| 1 | <p>ALL PRESENT AND AFTER-ACQUIRED GOODS LEASED BY THE SECURED PARTY TO THE DEBTORS PURSUANT TO A MASTER LEASE AGREEMENT NUMBER 874904204 DATED JUNE 19, 2020 AND LEASING SCHEDULE NUMBER 201000057242 TO THE MASTER LEASE AGREEMENT, DATED JANUARY 19, 2021 (AS MAY BE AMENDED, MODIFIED, SUPPLEMENTED, RESTATED OR REPLACED FROM TIME TO TIME) INCLUDING BUT NOT LIMITED TO, NEW STORAGE RACKING SYSTEM AND BOX STORAGE FRAMES, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS, AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL, AND A RIGHT TO AN INSURANCE PAYMENT OR ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.</p> <p>PROCEEDS: ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED GOODS, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY, ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF ALBERTA AND REGULATIONS THEREUNDER, DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALINGS WITH THE ORIGINAL COLLATERAL.</p> | Current |

Search ID #: Z15906329

Business Debtor Search For:

RAMBRIDGE WHOLESALE SUPPLY

Search ID #: Z15906329

Date of Search: 2023-Mar-03

Time of Search: 14:43:58

Registration Number: 23012622249

Registration Type: SECURITY AGREEMENT

Registration Date: 2023-Jan-26

Registration Status: Current

Expiry Date: 2031-Jan-26 23:59:59

Exact Match on: Debtor No: 3

Debtor(s)

Block

Status

Current

1 RAMBRIDGE STRUCTURE & DESIGN LTD.
150, 7880 66 ST SE
CALGARY, AB T2C 5V2

Block

Status

Current

2 RAMBRIDGE STRUCTURE & DESIGN LTD.
802, 1333 8TH ST SW
CALGARY, AB T2R 1M6

Block

Status

Current

3 RAMBRIDGE WHOLESALE SUPPLY
150, 7880 66 ST SE
CALGARY, AB T2C 5V2

Secured Party / Parties

Block

Status

Current

1 ROYAL BANK OF CANADA
300-5575 NORTH SERVICE RD
BURLINGTON, ON L7L 6M1
Email: cms_alberta_notifications@teranet.ca

Search ID #: Z15906329

Collateral: General

| <u>Block</u> | <u>Description</u> | <u>Status</u> |
|---------------------|--|----------------------|
| 1 | <p>ALL PRESENT AND AFTER-ACQUIRED GOODS LEASED BY THE SECURED PARTY TO THE DEBTORS PURSUANT TO A MASTER LEASE AGREEMENT NUMBER 874904204 DATED JUNE 19, 2020 AND LEASING SCHEDULE NUMBER 201000061670 TO THE MASTER LEASE AGREEMENT (AS MAY BE AMENDED, MODIFIED, SUPPLEMENTED, RESTATED OR REPLACED FROM TIME TO TIME), TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS, AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL, AND A RIGHT TO AN INSURANCE PAYMENT OR ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.</p> <p>PROCEEDS: ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED GOODS, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY, ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF ALBERTA AND REGULATIONS THEREUNDER, DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALINGS WITH THE ORIGINAL COLLATERAL.</p> | Current |

Result Complete

Business Debtor - "RAMBRIDGE STRUCTURE & DESIGN LTD."

Search Date and Time: March 3, 2023 at 1:41:33 pm Pacific time
Account Name: Not available.
Folio Number: 24307646

TABLE OF CONTENTS

18 Matches in 10 Registrations in Report

Exact Matches: 18 (*)

Total Search Report Pages: 26

| | Base Registration | Base Registration Date | Debtor Name | Page |
|---|-------------------------|------------------------|--|--------------------|
| 1 | 699005K | April 18, 2018 | * RAMBRIDGE STRUCTURE & DESIGN LTD. * RAMBRIDGE STRUCTURE & DESIGN LTD. | 3 |
| 2 | 562077L | June 11, 2019 | * RAMBRIDGE STRUCTURE & DESIGN LTD. | 7 |
| 3 | 288145M | June 19, 2020 | * RAMBRIDGE STRUCTURE & DESIGN LTD. * RAMBRIDGE STRUCTURE & DESIGN LTD. | 9 |
| 4 | 710842M | January 15, 2021 | * RAMBRIDGE STRUCTURE & DESIGN LTD. * RAMBRIDGE STRUCTURE & DESIGN LTD. | 12 |
| 5 | 750424N | May 24, 2022 | * RAMBRIDGE STRUCTURE & DESIGN LTD. | 15 |
| 6 | 323384P | January 26, 2023 | * RAMBRIDGE STRUCTURE & DESIGN LTD. * RAMBRIDGE STRUCTURE & DESIGN LTD. | 17 |
| 7 | 323390P | January 26, 2023 | * RAMBRIDGE STRUCTURE & DESIGN LTD. * RAMBRIDGE STRUCTURE & DESIGN LTD. | 19 |
| 8 | 323391P | January 26, 2023 | * RAMBRIDGE STRUCTURE & DESIGN LTD. * RAMBRIDGE STRUCTURE & DESIGN LTD. | 21 |
| 9 | 323399P | January 26, 2023 | * RAMBRIDGE STRUCTURE & DESIGN LTD. | 23 |

* RAMBRIDGE STRUCTURE & DESIGN LTD.

10 [323402P](#)

January 26, 2023

* RAMBRIDGE STRUCTURE & DESIGN LTD.

[25](#)

* RAMBRIDGE STRUCTURE & DESIGN LTD.



Base Registration Number: 699005K

| | |
|---|---|
| Registration Description: | PPSA SECURITY AGREEMENT |
| Act: | PERSONAL PROPERTY SECURITY ACT |
| Base Registration Date and Time: | April 18, 2018 at 9:47:41 am Pacific time |
| Current Expiry Date and Time: | April 18, 2028 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s) |
| Trust Indenture: | No |

CURRENT REGISTRATION INFORMATION

(as of March 3, 2023 at 1:41:33 pm Pacific time)

Secured Party Information

ROYAL BANK OF CANADA

Address

36 YORK MILLS ROAD, 4TH FLOOR
TORONTO ON
M2P 0A4 Canada

Debtor Information

RAMBRIDGE STRUCTURE & DESIGN LTD.

Address

150, 7880 66 ST SE
CALGARY AB
T2C 5V2 Canada

RAMBRIDGE STRUCTURE & DESIGN LTD.

Address

104, 1772 BROADWAY ST
PORT COQUITLAM BC
V3C 2M8 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY WHEREVER SITUATE INCLUDING BUT NOT LIMITED TO GOODS (INCLUDING INVENTORY, EQUIPMENT (EQUIPMENT INCLUDES, WITHOUT LIMITATION, MACHINERY, TOOLS, APPARATUS, PLANTS, FURNITURE, FIXTURES, AIRCRAFT AND VEHICLES OF WHATSOEVER ,NATURE AND KIND), BUT EXCLUDING CONSUMER GOODS) CHATTEL PAPER, DOCUMENTS OF TITLE, INSTRUMENTS, INTANGIBLES, MONEY, LICENCES, CROPS, SECURITIES AND OTHER INVESTMENT PROPERTY.

Original Registering Party

ROYAL BANK OF CANADA

Address

36 YORK MILLS ROAD, 4TH FLOOR
TORONTO ON
M2P 0A4 Canada



HISTORY

(Showing most recent first)

AMENDMENT

Registration Date and Time: January 26, 2023 at 12:00:41 pm Pacific time
Registration Number: 323411P
Description: TO UPDATE DEBTOR'S ADDRESS.

Debtor Information

**RAMBRIDGE STRUCTURE &
DESIGN LTD.**

ADDRESS CHANGED

Address

150, 7880 66 ST SE
CALGARY AB
T2C 5V2 Canada

**RAMBRIDGE STRUCTURE &
DESIGN LTD.**

ADDED

Address

104, 1772 BROADWAY ST
PORT COQUITLAM BC
V3C 2M8 Canada

Registering Party Information

**CASELS BROCK & BLACKWELL
LLP**

Address

885 WEST GEORGIA STREET, SUITE 2200
VANCOUVER BC
V6C 3E8 Canada

RENEWAL

Registration Date and Time: January 26, 2023 at 11:49:01 am Pacific time
Registration Number: 323383P
Registration Life: 5 Years
New Expiration Date and Time: April 18, 2028 at 11:59:59 pm Pacific time

Registering Party Information

**CASELS BROCK & BLACKWELL
LLP**

Address

885 WEST GEORGIA STREET, SUITE 2200
VANCOUVER BC
V6C 3E8 Canada



Base Registration Number: 562077L

| | |
|---|--|
| Registration Description: | PPSA SECURITY AGREEMENT |
| Act: | PERSONAL PROPERTY SECURITY ACT |
| Base Registration Date and Time: | June 11, 2019 at 9:57:48 am Pacific time |
| Current Expiry Date and Time: | June 11, 2023 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s) |
| Trust Indenture: | No |

CURRENT REGISTRATION INFORMATION

(as of March 3, 2023 at 1:41:33 pm Pacific time)

Secured Party Information

| | |
|-------------------------------------|---|
| MERIDIAN ONECAP CREDIT CORP. | Address |
| | SUITE 1500, 4710 KINGSWAY BURNABY BC V5H 4M2 Canada |

Debtor Information

| | |
|--|--|
| RAMBRIDGE STRUCTURE & DESIGN LTD. | Address |
| | 8, 8009 57TH STREET SE CALGARY AB T2C 5K7 Canada |

Vehicle Collateral

| Type | Year | Make/Model | Serial/VIN/DOT Number |
|--------------------|------|-------------------|-----------------------|
| Motor Vehicle (MV) | 2013 | TOYOTA / 8FBCHU25 | 61162 |

General Collateral

Base Registration General Collateral:

FORKLIFT(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO ,THE COLLATERAL OR PROCEEDS OF THE COLLATERAL

Original Registering Party

AVS SYSTEMS INC.

Address

201-1325 POLSON DR.
VERNON BC
V1T 8H2 Canada



Base Registration Number: 288145M

| | |
|---|--|
| Registration Description: | PPSA SECURITY AGREEMENT |
| Act: | PERSONAL PROPERTY SECURITY ACT |
| Base Registration Date and Time: | June 19, 2020 at 1:27:19 pm Pacific time |
| Current Expiry Date and Time: | June 19, 2024 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s) |
| Trust Indenture: | No |

CURRENT REGISTRATION INFORMATION

(as of March 3, 2023 at 1:41:33 pm Pacific time)

Secured Party Information

ROYAL BANK OF CANADA

Address

300-5575 NORTH SERVICE RD
BURLINGTON ON
L7L 6M1 Canada

Debtor Information

RAMBRIDGE STRUCTURE & DESIGN LTD.

Address

150, 7880 66 ST SE
CALGARY AB
T2C 5V2 Canada

RAMBRIDGE STRUCTURE & DESIGN LTD.

Address

104, 1772 BROADWAY ST
PORT COQUITLAM BC
V3C 2M8 Canada

RAMBRIDGE WHOLESALE SUPPLY

Address

150, 7880 66 ST SE
CALGARY AB
T2C 5V2 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

EQUIPMENT AS FURTHER DESCRIBED UNDER LEASE CONTRACT # 201000053944 EQUIPMENT DESCRIPTION: DELL LATITUDE 7212 COMPUTER, (S/N D7TPTG2), GF BUNZEL SMH-150S STRETCH WRAPPER (S/N 169855-1-01), SOFTWARE, WEBSITE DEVELOPMENT TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ,ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.

Original Registering Party

(REGISTRY=RECOVERY) TM INC.

Address

1551 THE QUEENSWAY
TORONTO ON
M8Z 1T8 Canada

HISTORY

(Showing most recent first)

AMENDMENT

Registration Date and Time: January 26, 2023 at 12:15:19 pm Pacific time
Registration Number: 323435P
Description: 1. TO UPDATE DEBTOR'S ADDRESS; AND 2. TO ADD AN ADDITIONAL DEBTOR.

Debtor Information

RAMBRIDGE STRUCTURE & DESIGN LTD.

ADDRESS CHANGED

Address

150, 7880 66 ST SE
CALGARY AB
T2C 5V2 Canada

RAMBRIDGE STRUCTURE & DESIGN LTD.

ADDRESS CHANGED

Address

104, 1772 BROADWAY ST
PORT COQUITLAM BC
V3C 2M8 Canada

RAMBRIDGE WHOLESALE SUPPLY

ADDED

Address

150, 7880 66 ST SE
CALGARY AB
T2C 5V2 Canada

Registering Party Information

CASELS BROCK & BLACKWELL LLP

Address

885 WEST GEORGIA STREET, SUITE 2200
VANCOUVER BC
V6C 3E8 Canada

Base Registration Number: 710842M

| | |
|---|---|
| Registration Description: | PPSA SECURITY AGREEMENT |
| Act: | PERSONAL PROPERTY SECURITY ACT |
| Base Registration Date and Time: | January 15, 2021 at 10:44:40 am Pacific time |
| Current Expiry Date and Time: | January 15, 2024 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s) |
| Trust Indenture: | No |

CURRENT REGISTRATION INFORMATION

(as of March 3, 2023 at 1:41:33 pm Pacific time)

Secured Party Information

ROYAL BANK OF CANADA

Address

300-5575 NORTH SERVICE RD
BURLINGTON ON
L7L 6M1 Canada

Debtor Information

RAMBRIDGE STRUCTURE & DESIGN LTD.

Address

150, 7880 66 ST SE
CALGARY AB
T2C 5V2 Canada

RAMBRIDGE STRUCTURE & DESIGN LTD.

Address

104, 1772 BROADWAY ST
PORT COQUITLAM BC
V3C 2M8 Canada

RAMBRIDGE WHOLESALE SUPPLY

Address

150, 7880 66 ST SE
CALGARY AB
T2C 5V2 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

EQUIPMENT AS FURTHER DESCRIBED UNDER LEASE CONTRACT # 201000057242 EQUIPMENT DESCRIPTION:NEW STORAGE RACKING SYSTEM AND BOX STORAGE FRAMES TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY ,DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ,ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.

Original Registering Party

(REGISTRY=RECOVERY) TM INC.

Address

1551 THE QUEENSWAY
TORONTO ON
M8Z 1T8 Canada

HISTORY

(Showing most recent first)

AMENDMENT

Registration Date and Time: January 26, 2023 at 12:19:28 pm Pacific time
Registration Number: 323441P
Description: 1. TO UPDATE DEBTOR'S ADDRESS; AND 2. TO ADD AN ADDITIONAL DEBTOR.

Debtor Information

RAMBRIDGE STRUCTURE & DESIGN LTD.

ADDRESS CHANGED

Address

150, 7880 66 ST SE
CALGARY AB
T2C 5V2 Canada

RAMBRIDGE STRUCTURE & DESIGN LTD.

ADDED

Address

104, 1772 BROADWAY ST
PORT COQUITLAM BC
V3C 2M8 Canada

RAMBRIDGE WHOLESALE SUPPLY

ADDED

Address

150, 7880 66 ST SE
CALGARY AB
T2C 5V2 Canada

Registering Party Information

CASELS BROCK & BLACKWELL LLP

Address

885 WEST GEORGIA STREET, SUITE 2200
VANCOUVER BC
V6C 3E8 Canada

Base Registration Number: 750424N

| | |
|---|---|
| Registration Description: | PPSA SECURITY AGREEMENT |
| Act: | PERSONAL PROPERTY SECURITY ACT |
| Base Registration Date and Time: | May 24, 2022 at 3:26:51 pm Pacific time |
| Current Expiry Date and Time: | May 24, 2026 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s) |
| Trust Indenture: | No |

CURRENT REGISTRATION INFORMATION

(as of March 3, 2023 at 1:41:33 pm Pacific time)

Secured Party Information

TRICOR LEASE & FINANCE CORP. **Address**
 PO BOX 397
 BURLINGTON ON
 L7R 3Y3 Canada

ADVANTAGE FORD SALES LTD. **Address**
 MACLEOD TRAIL SE 12800
 CALGARY AB
 T2J 7E5 Canada

Debtor Information

RAMBRIDGE STRUCTURE & DESIGN LTD. **Address**
 1750 COAST MERIDIAN ROAD #103
 PORT COQUITLAM BC
 V3C 6R8 Canada

Vehicle Collateral

| Type | Year | Make/Model | Serial/VIN/DOT Number |
|--------------------|------|-------------|-----------------------|
| Motor Vehicle (MV) | 2022 | FORD / F150 | 1FTEW1EP8NKD46714 |

General Collateral

None.

Original Registering Party

AVS SYSTEMS INC.

Address

201-1325 POLSON DR.
VERNON BC
V1T 8H2 Canada



Base Registration Number: 323384P

| | |
|---|---|
| Registration Description: | PPSA SECURITY AGREEMENT |
| Act: | PERSONAL PROPERTY SECURITY ACT |
| Base Registration Date and Time: | January 26, 2023 at 11:49:35 am Pacific time |
| Current Expiry Date and Time: | January 26, 2031 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s) |
| Trust Indenture: | No |

CURRENT REGISTRATION INFORMATION

(as of March 3, 2023 at 1:41:33 pm Pacific time)

Secured Party Information

ROYAL BANK OF CANADA

Address

300-5575 NORTH SERVICE RD
BURLINGTON ON
L7L 6M1 Canada

Debtor Information

RAMBRIDGE STRUCTURE & DESIGN LTD.

Address

150, 7880 66 ST SE
CALGARY AB
T2C 5V2 Canada

RAMBRIDGE STRUCTURE & DESIGN LTD.

Address

104, 1772 BROADWAY ST
PORT COQUITLAM BC
V3C 2M8 Canada

RAMBRIDGE WHOLESALE SUPPLY

Address

150, 7880 66 ST SE
CALGARY AB
T2C 5V2 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL PRESENT AND AFTER-ACQUIRED GOODS LEASED BY THE SECURED PARTY TO THE DEBTORS PURSUANT TO A MASTER LEASE AGREEMENT NUMBER 874904204 DATED JUNE 19, 2020 AND LEASING SCHEDULE NUMBER 201000064085 TO THE MASTER LEASE AGREEMENT, DATED OCTOBER 28, 2021 (AS MAY BE AMENDED, MODIFIED, SUPPLEMENTED, RESTATED OR REPLACED FROM TIME TO TIME) INCLUDING BUT NOT LIMITED TO, LEASEHOLDS/EQUIPMENT - NEW WAREHOUSE, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS, AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL, AND A RIGHT TO AN INSURANCE PAYMENT OR ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.

PROCEEDS:ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED GOODS, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES, CROPS, LICENCES AND MONEY, ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF BRITISH COLUMBIA AND REGULATIONS THEREUNDER, DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALINGS WITH THE ORIGINAL COLLATERAL.

Original Registering Party

CASSELS BROCK & BLACKWELL LLP

Address

885 WEST GEORGIA STREET, SUITE 2200
VANCOUVER BC
V6C 3E8 Canada

Base Registration Number: 323390P

| | |
|---|---|
| Registration Description: | PPSA SECURITY AGREEMENT |
| Act: | PERSONAL PROPERTY SECURITY ACT |
| Base Registration Date and Time: | January 26, 2023 at 11:52:49 am Pacific time |
| Current Expiry Date and Time: | January 26, 2027 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s) |
| Trust Indenture: | No |

CURRENT REGISTRATION INFORMATION

(as of March 3, 2023 at 1:41:33 pm Pacific time)

Secured Party Information

ROYAL BANK OF CANADA

Address

300-5575 NORTH SERVICE RD
BURLINGTON ON
L7L 6M1 Canada

Debtor Information

RAMBRIDGE STRUCTURE & DESIGN LTD.

Address

150, 7880 66 ST SE
CALGARY AB
T2C 5V2 Canada

RAMBRIDGE STRUCTURE & DESIGN LTD.

Address

104, 1772 BROADWAY ST
PORT COQUITLAM BC
V3C 2M8 Canada

RAMBRIDGE WHOLESALE SUPPLY

Address

150, 7880 66 ST SE
CALGARY AB
T2C 5V2 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL PRESENT AND AFTER-ACQUIRED GOODS LEASED BY THE SECURED PARTY TO THE DEBTORS PURSUANT TO A MASTER LEASE AGREEMENT NUMBER 874904204 DATED JUNE 19, 2020 AND LEASING SCHEDULE NUMBER 201000060148 TO THE MASTER LEASE AGREEMENT, DATED APRIL 5, 2021 (AS MAY BE AMENDED, MODIFIED, SUPPLEMENTED, RESTATED OR REPLACED FROM TIME TO TIME) INCLUDING BUT NOT LIMITED TO, ONE (1) 2021 EPSON TM-C7500G GLOSS COLOR INKJET LABEL PRINTER 4" C/W ACCESSORIES, SERIAL NUMBER WBWF003997, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS, AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL, AND A RIGHT TO AN INSURANCE PAYMENT OR ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.

PROCEEDS:ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED GOODS, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES, CROPS, LICENCES AND MONEY, ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF BRITISH COLUMBIA AND REGULATIONS THEREUNDER, DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALINGS WITH THE ORIGINAL COLLATERAL.

Original Registering Party

CASSELS BROCK & BLACKWELL LLP

Address

885 WEST GEORGIA STREET, SUITE 2200
VANCOUVER BC
V6C 3E8 Canada

Base Registration Number: 323391P

| | |
|---|---|
| Registration Description: | PPSA SECURITY AGREEMENT |
| Act: | PERSONAL PROPERTY SECURITY ACT |
| Base Registration Date and Time: | January 26, 2023 at 11:52:51 am Pacific time |
| Current Expiry Date and Time: | January 26, 2031 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s) |
| Trust Indenture: | No |

CURRENT REGISTRATION INFORMATION

(as of March 3, 2023 at 1:41:33 pm Pacific time)

Secured Party Information

ROYAL BANK OF CANADA

Address

300-5575 NORTH SERVICE RD
BURLINGTON ON
L7L 6M1 Canada

Debtor Information

RAMBRIDGE STRUCTURE & DESIGN LTD.

Address

150, 7880 66 ST SE
CALGARY AB
T2C 5V2 Canada

RAMBRIDGE STRUCTURE & DESIGN LTD.

Address

104, 1772 BROADWAY ST
PORT COQUITLAM BC
V3C 2M8 Canada

RAMBRIDGE WHOLESALE SUPPLY

Address

150, 7880 66 ST SE
CALGARY AB
T2C 5V2 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL PRESENT AND AFTER-ACQUIRED GOODS LEASED BY THE SECURED PARTY TO THE DEBTORS PURSUANT TO A MASTER LEASE AGREEMENT NUMBER 874904204 DATED JUNE 19, 2020 AND LEASING SCHEDULE NUMBER 201000060427 TO THE MASTER LEASE AGREEMENT, DATED MAY 5, 2021 (AS MAY BE AMENDED, MODIFIED, SUPPLEMENTED, RESTATED OR REPLACED FROM TIME TO TIME) INCLUDING BUT NOT LIMITED TO, VERTICLE FARM SYSTEM, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS, AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL, AND A RIGHT TO AN INSURANCE PAYMENT OR ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.

PROCEEDS:ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED GOODS, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES, CROPS, LICENCES AND MONEY, ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF BRITISH COLUMBIA AND REGULATIONS THEREUNDER, DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALINGS WITH THE ORIGINAL COLLATERAL.

Original Registering Party

CASSELS BROCK & BLACKWELL LLP

Address

885 WEST GEORGIA STREET, SUITE 2200
VANCOUVER BC
V6C 3E8 Canada

Base Registration Number: 323399P

| | |
|---|---|
| Registration Description: | PPSA SECURITY AGREEMENT |
| Act: | PERSONAL PROPERTY SECURITY ACT |
| Base Registration Date and Time: | January 26, 2023 at 11:56:40 am Pacific time |
| Current Expiry Date and Time: | January 26, 2031 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s) |
| Trust Indenture: | No |

CURRENT REGISTRATION INFORMATION

(as of March 3, 2023 at 1:41:33 pm Pacific time)

Secured Party Information

ROYAL BANK OF CANADA

Address

300-5575 NORTH SERVICE RD
BURLINGTON ON
L7L 6M1 Canada

Debtor Information

RAMBRIDGE STRUCTURE & DESIGN LTD.

Address

150, 7880 66 ST SE
CALGARY AB
T2C 5V2 Canada

RAMBRIDGE STRUCTURE & DESIGN LTD.

Address

104, 1772 BROADWAY ST
PORT COQUITLAM BC
V3C 2M8 Canada

RAMBRIDGE WHOLESALE SUPPLY

Address

150, 7880 66 ST SE
CALGARY AB
T2C 5V2 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL PRESENT AND AFTER-ACQUIRED GOODS LEASED BY THE SECURED PARTY TO THE DEBTORS PURSUANT TO A MASTER LEASE AGREEMENT NUMBER 874904204 DATED JUNE 19, 2020 AND LEASING SCHEDULE NUMBER 201000061670 TO THE MASTER LEASE AGREEMENT (AS MAY BE AMENDED, MODIFIED, SUPPLEMENTED, RESTATED OR REPLACED FROM TIME TO TIME), TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS, AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL, AND A RIGHT TO AN INSURANCE PAYMENT OR ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.

PROCEEDS:ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED GOODS, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES, CROPS, LICENCES AND MONEY, ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF BRITISH COLUMBIA AND REGULATIONS THEREUNDER, DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALINGS WITH THE ORIGINAL COLLATERAL.

Original Registering Party

CASSELS BROCK & BLACKWELL LLP

Address

885 WEST GEORGIA STREET, SUITE 2200
VANCOUVER BC
V6C 3E8 Canada

Base Registration Number: 323402P

| | |
|---|---|
| Registration Description: | PPSA SECURITY AGREEMENT |
| Act: | PERSONAL PROPERTY SECURITY ACT |
| Base Registration Date and Time: | January 26, 2023 at 11:57:10 am Pacific time |
| Current Expiry Date and Time: | January 26, 2033 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s) |
| Trust Indenture: | No |

CURRENT REGISTRATION INFORMATION

(as of March 3, 2023 at 1:41:33 pm Pacific time)

Secured Party Information

ROYAL BANK OF CANADA

Address

300-5575 NORTH SERVICE RD
BURLINGTON ON
L7L 6M1 Canada

Debtor Information

RAMBRIDGE STRUCTURE & DESIGN LTD.

Address

150, 7880 66 ST SE
CALGARY AB
T2C 5V2 Canada

RAMBRIDGE STRUCTURE & DESIGN LTD.

Address

104, 1772 BROADWAY ST
PORT COQUITLAM BC
V3C 2M8 Canada

RAMBRIDGE WHOLESALE SUPPLY

Address

150, 7880 66 ST SE
CALGARY AB
T2C 5V2 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL PRESENT AND AFTER-ACQUIRED GOODS LEASED BY THE SECURED PARTY TO THE DEBTORS PURSUANT TO A MASTER LEASE AGREEMENT NUMBER 874904204 DATED JUNE 19, 2020 (AS MAY BE AMENDED, MODIFIED, SUPPLEMENTED, RESTATED OR REPLACED FROM TIME TO TIME), TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS, AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL, AND A RIGHT TO AN INSURANCE PAYMENT OR ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.

PROCEEDS:ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED GOODS, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES, CROPS, LICENCES AND MONEY, ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF BRITISH COLUMBIA AND REGULATIONS THEREUNDER, DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALINGS WITH THE ORIGINAL COLLATERAL.

Original Registering Party

CASSELS BROCK & BLACKWELL LLP

Address

885 WEST GEORGIA STREET, SUITE 2200
VANCOUVER BC
V6C 3E8 Canada

Business Debtor - "Rambridge Wholesale Supply"

Search Date and Time: March 3, 2023 at 1:41:40 pm Pacific time
Account Name: Not available.
Folio Number: 24307651

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Base Registration Number: 288145M

| | |
|---|--|
| Registration Description: | PPSA SECURITY AGREEMENT |
| Act: | PERSONAL PROPERTY SECURITY ACT |
| Base Registration Date and Time: | June 19, 2020 at 1:27:19 pm Pacific time |
| Current Expiry Date and Time: | June 19, 2024 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s) |
| Trust Indenture: | No |

CURRENT REGISTRATION INFORMATION

(as of March 3, 2023 at 1:41:40 pm Pacific time)

Secured Party Information

ROYAL BANK OF CANADA

Address

300-5575 NORTH SERVICE RD
BURLINGTON ON
L7L 6M1 Canada

Debtor Information

RAMBRIDGE STRUCTURE & DESIGN LTD.

Address

150, 7880 66 ST SE
CALGARY AB
T2C 5V2 Canada

RAMBRIDGE STRUCTURE & DESIGN LTD.

Address

104, 1772 BROADWAY ST
PORT COQUITLAM BC
V3C 2M8 Canada

RAMBRIDGE WHOLESALE SUPPLY

Address

150, 7880 66 ST SE
CALGARY AB
T2C 5V2 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

EQUIPMENT AS FURTHER DESCRIBED UNDER LEASE CONTRACT # 201000053944 EQUIPMENT DESCRIPTION: DELL LATITUDE 7212 COMPUTER, (S/N D7TPTG2), GF BUNZEL SMH-150S STRETCH WRAPPER (S/N 169855-1-01), SOFTWARE, WEBSITE DEVELOPMENT TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ,ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.

Original Registering Party

(REGISTRY=RECOVERY) TM INC.

Address

1551 THE QUEENSWAY
TORONTO ON
M8Z 1T8 Canada

HISTORY

(Showing most recent first)

AMENDMENT

Registration Date and Time: January 26, 2023 at 12:15:19 pm Pacific time
Registration Number: 323435P
Description: 1. TO UPDATE DEBTOR'S ADDRESS; AND 2. TO ADD AN ADDITIONAL DEBTOR.

Debtor Information

RAMBRIDGE STRUCTURE & DESIGN LTD.

ADDRESS CHANGED

Address

150, 7880 66 ST SE
CALGARY AB
T2C 5V2 Canada

RAMBRIDGE STRUCTURE & DESIGN LTD.

ADDRESS CHANGED

Address

104, 1772 BROADWAY ST
PORT COQUITLAM BC
V3C 2M8 Canada

RAMBRIDGE WHOLESALE SUPPLY

ADDED

Address

150, 7880 66 ST SE
CALGARY AB
T2C 5V2 Canada

Registering Party Information

CASELS BROCK & BLACKWELL LLP

Address

885 WEST GEORGIA STREET, SUITE 2200
VANCOUVER BC
V6C 3E8 Canada

Base Registration Number: 710842M

| | |
|---|---|
| Registration Description: | PPSA SECURITY AGREEMENT |
| Act: | PERSONAL PROPERTY SECURITY ACT |
| Base Registration Date and Time: | January 15, 2021 at 10:44:40 am Pacific time |
| Current Expiry Date and Time: | January 15, 2024 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s) |
| Trust Indenture: | No |

CURRENT REGISTRATION INFORMATION

(as of March 3, 2023 at 1:41:40 pm Pacific time)

Secured Party Information

ROYAL BANK OF CANADA

Address

300-5575 NORTH SERVICE RD
BURLINGTON ON
L7L 6M1 Canada

Debtor Information

RAMBRIDGE STRUCTURE & DESIGN LTD.

Address

150, 7880 66 ST SE
CALGARY AB
T2C 5V2 Canada

RAMBRIDGE STRUCTURE & DESIGN LTD.

Address

104, 1772 BROADWAY ST
PORT COQUITLAM BC
V3C 2M8 Canada

RAMBRIDGE WHOLESALE SUPPLY

Address

150, 7880 66 ST SE
CALGARY AB
T2C 5V2 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

EQUIPMENT AS FURTHER DESCRIBED UNDER LEASE CONTRACT # 201000057242 EQUIPMENT DESCRIPTION:NEW STORAGE RACKING SYSTEM AND BOX STORAGE FRAMES TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY ,DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ,ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.

Original Registering Party

(REGISTRY=RECOVERY) TM INC.

Address

1551 THE QUEENSWAY
TORONTO ON
M8Z 1T8 Canada

HISTORY

(Showing most recent first)

AMENDMENT

Registration Date and Time: January 26, 2023 at 12:19:28 pm Pacific time
Registration Number: 323441P
Description: 1. TO UPDATE DEBTOR'S ADDRESS; AND 2. TO ADD AN ADDITIONAL DEBTOR.

Debtor Information

RAMBRIDGE STRUCTURE & DESIGN LTD.

ADDRESS CHANGED

Address

150, 7880 66 ST SE
CALGARY AB
T2C 5V2 Canada

RAMBRIDGE STRUCTURE & DESIGN LTD.

ADDED

Address

104, 1772 BROADWAY ST
PORT COQUITLAM BC
V3C 2M8 Canada

RAMBRIDGE WHOLESALE SUPPLY

ADDED

Address

150, 7880 66 ST SE
CALGARY AB
T2C 5V2 Canada

Registering Party Information

CASELS BROCK & BLACKWELL LLP

Address

885 WEST GEORGIA STREET, SUITE 2200
VANCOUVER BC
V6C 3E8 Canada

Base Registration Number: 323384P

| | |
|---|---|
| Registration Description: | PPSA SECURITY AGREEMENT |
| Act: | PERSONAL PROPERTY SECURITY ACT |
| Base Registration Date and Time: | January 26, 2023 at 11:49:35 am Pacific time |
| Current Expiry Date and Time: | January 26, 2031 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s) |
| Trust Indenture: | No |

CURRENT REGISTRATION INFORMATION

(as of March 3, 2023 at 1:41:40 pm Pacific time)

Secured Party Information

ROYAL BANK OF CANADA

Address

300-5575 NORTH SERVICE RD
BURLINGTON ON
L7L 6M1 Canada

Debtor Information

RAMBRIDGE STRUCTURE & DESIGN LTD.

Address

150, 7880 66 ST SE
CALGARY AB
T2C 5V2 Canada

RAMBRIDGE STRUCTURE & DESIGN LTD.

Address

104, 1772 BROADWAY ST
PORT COQUITLAM BC
V3C 2M8 Canada

RAMBRIDGE WHOLESALE SUPPLY

Address

150, 7880 66 ST SE
CALGARY AB
T2C 5V2 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL PRESENT AND AFTER-ACQUIRED GOODS LEASED BY THE SECURED PARTY TO THE DEBTORS PURSUANT TO A MASTER LEASE AGREEMENT NUMBER 874904204 DATED JUNE 19, 2020 AND LEASING SCHEDULE NUMBER 201000064085 TO THE MASTER LEASE AGREEMENT, DATED OCTOBER 28, 2021 (AS MAY BE AMENDED, MODIFIED, SUPPLEMENTED, RESTATED OR REPLACED FROM TIME TO TIME) INCLUDING BUT NOT LIMITED TO, LEASEHOLDS/EQUIPMENT - NEW WAREHOUSE, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS, AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL, AND A RIGHT TO AN INSURANCE PAYMENT OR ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.

PROCEEDS:ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED GOODS, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES, CROPS, LICENCES AND MONEY, ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF BRITISH COLUMBIA AND REGULATIONS THEREUNDER, DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALINGS WITH THE ORIGINAL COLLATERAL.

Original Registering Party

CASSELS BROCK & BLACKWELL LLP

Address

885 WEST GEORGIA STREET, SUITE 2200
VANCOUVER BC
V6C 3E8 Canada

Base Registration Number: 323390P

| | |
|---|---|
| Registration Description: | PPSA SECURITY AGREEMENT |
| Act: | PERSONAL PROPERTY SECURITY ACT |
| Base Registration Date and Time: | January 26, 2023 at 11:52:49 am Pacific time |
| Current Expiry Date and Time: | January 26, 2027 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s) |
| Trust Indenture: | No |

CURRENT REGISTRATION INFORMATION

(as of March 3, 2023 at 1:41:40 pm Pacific time)

Secured Party Information

ROYAL BANK OF CANADA

Address

300-5575 NORTH SERVICE RD
BURLINGTON ON
L7L 6M1 Canada

Debtor Information

RAMBRIDGE STRUCTURE & DESIGN LTD.

Address

150, 7880 66 ST SE
CALGARY AB
T2C 5V2 Canada

RAMBRIDGE STRUCTURE & DESIGN LTD.

Address

104, 1772 BROADWAY ST
PORT COQUITLAM BC
V3C 2M8 Canada

RAMBRIDGE WHOLESALE SUPPLY

Address

150, 7880 66 ST SE
CALGARY AB
T2C 5V2 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL PRESENT AND AFTER-ACQUIRED GOODS LEASED BY THE SECURED PARTY TO THE DEBTORS PURSUANT TO A MASTER LEASE AGREEMENT NUMBER 874904204 DATED JUNE 19, 2020 AND LEASING SCHEDULE NUMBER 201000060148 TO THE MASTER LEASE AGREEMENT, DATED APRIL 5, 2021 (AS MAY BE AMENDED, MODIFIED, SUPPLEMENTED, RESTATED OR REPLACED FROM TIME TO TIME) INCLUDING BUT NOT LIMITED TO, ONE (1) 2021 EPSON TM-C7500G GLOSS COLOR INKJET LABEL PRINTER 4" C/W ACCESSORIES, SERIAL NUMBER WBWF003997, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS, AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL, AND A RIGHT TO AN INSURANCE PAYMENT OR ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.

PROCEEDS:ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED GOODS, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES, CROPS, LICENCES AND MONEY, ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF BRITISH COLUMBIA AND REGULATIONS THEREUNDER, DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALINGS WITH THE ORIGINAL COLLATERAL.

Original Registering Party

CASSELS BROCK & BLACKWELL LLP

Address

885 WEST GEORGIA STREET, SUITE 2200
VANCOUVER BC
V6C 3E8 Canada

Base Registration Number: 323391P

| | |
|---|---|
| Registration Description: | PPSA SECURITY AGREEMENT |
| Act: | PERSONAL PROPERTY SECURITY ACT |
| Base Registration Date and Time: | January 26, 2023 at 11:52:51 am Pacific time |
| Current Expiry Date and Time: | January 26, 2031 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s) |
| Trust Indenture: | No |

CURRENT REGISTRATION INFORMATION

(as of March 3, 2023 at 1:41:40 pm Pacific time)

Secured Party Information

ROYAL BANK OF CANADA

Address

300-5575 NORTH SERVICE RD
BURLINGTON ON
L7L 6M1 Canada

Debtor Information

RAMBRIDGE STRUCTURE & DESIGN LTD.

Address

150, 7880 66 ST SE
CALGARY AB
T2C 5V2 Canada

RAMBRIDGE STRUCTURE & DESIGN LTD.

Address

104, 1772 BROADWAY ST
PORT COQUITLAM BC
V3C 2M8 Canada

RAMBRIDGE WHOLESALE SUPPLY

Address

150, 7880 66 ST SE
CALGARY AB
T2C 5V2 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL PRESENT AND AFTER-ACQUIRED GOODS LEASED BY THE SECURED PARTY TO THE DEBTORS PURSUANT TO A MASTER LEASE AGREEMENT NUMBER 874904204 DATED JUNE 19, 2020 AND LEASING SCHEDULE NUMBER 201000060427 TO THE MASTER LEASE AGREEMENT, DATED MAY 5, 2021 (AS MAY BE AMENDED, MODIFIED, SUPPLEMENTED, RESTATED OR REPLACED FROM TIME TO TIME) INCLUDING BUT NOT LIMITED TO, VERTICLE FARM SYSTEM, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS, AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL, AND A RIGHT TO AN INSURANCE PAYMENT OR ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.

PROCEEDS:ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED GOODS, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES, CROPS, LICENCES AND MONEY, ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF BRITISH COLUMBIA AND REGULATIONS THEREUNDER, DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALINGS WITH THE ORIGINAL COLLATERAL.

Original Registering Party

CASSELS BROCK & BLACKWELL LLP

Address

885 WEST GEORGIA STREET, SUITE 2200
VANCOUVER BC
V6C 3E8 Canada

Base Registration Number: 323399P

| | |
|---|---|
| Registration Description: | PPSA SECURITY AGREEMENT |
| Act: | PERSONAL PROPERTY SECURITY ACT |
| Base Registration Date and Time: | January 26, 2023 at 11:56:40 am Pacific time |
| Current Expiry Date and Time: | January 26, 2031 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s) |
| Trust Indenture: | No |

CURRENT REGISTRATION INFORMATION

(as of March 3, 2023 at 1:41:40 pm Pacific time)

Secured Party Information

ROYAL BANK OF CANADA

Address

300-5575 NORTH SERVICE RD
BURLINGTON ON
L7L 6M1 Canada

Debtor Information

RAMBRIDGE STRUCTURE & DESIGN LTD.

Address

150, 7880 66 ST SE
CALGARY AB
T2C 5V2 Canada

RAMBRIDGE STRUCTURE & DESIGN LTD.

Address

104, 1772 BROADWAY ST
PORT COQUITLAM BC
V3C 2M8 Canada

RAMBRIDGE WHOLESALE SUPPLY

Address

150, 7880 66 ST SE
CALGARY AB
T2C 5V2 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL PRESENT AND AFTER-ACQUIRED GOODS LEASED BY THE SECURED PARTY TO THE DEBTORS PURSUANT TO A MASTER LEASE AGREEMENT NUMBER 874904204 DATED JUNE 19, 2020 AND LEASING SCHEDULE NUMBER 201000061670 TO THE MASTER LEASE AGREEMENT (AS MAY BE AMENDED, MODIFIED, SUPPLEMENTED, RESTATED OR REPLACED FROM TIME TO TIME), TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS, AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL, AND A RIGHT TO AN INSURANCE PAYMENT OR ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.

PROCEEDS:ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED GOODS, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES, CROPS, LICENCES AND MONEY, ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF BRITISH COLUMBIA AND REGULATIONS THEREUNDER, DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALINGS WITH THE ORIGINAL COLLATERAL.

Original Registering Party

CASSELS BROCK & BLACKWELL LLP

Address

885 WEST GEORGIA STREET, SUITE 2200
VANCOUVER BC
V6C 3E8 Canada

Base Registration Number: 323402P

| | |
|---|---|
| Registration Description: | PPSA SECURITY AGREEMENT |
| Act: | PERSONAL PROPERTY SECURITY ACT |
| Base Registration Date and Time: | January 26, 2023 at 11:57:10 am Pacific time |
| Current Expiry Date and Time: | January 26, 2033 at 11:59:59 pm Pacific time Expiry date includes subsequent registered renewal(s) |
| Trust Indenture: | No |

CURRENT REGISTRATION INFORMATION

(as of March 3, 2023 at 1:41:40 pm Pacific time)

Secured Party Information

ROYAL BANK OF CANADA

Address

300-5575 NORTH SERVICE RD
BURLINGTON ON
L7L 6M1 Canada

Debtor Information

RAMBRIDGE STRUCTURE & DESIGN LTD.

Address

150, 7880 66 ST SE
CALGARY AB
T2C 5V2 Canada

RAMBRIDGE STRUCTURE & DESIGN LTD.

Address

104, 1772 BROADWAY ST
PORT COQUITLAM BC
V3C 2M8 Canada

RAMBRIDGE WHOLESALE SUPPLY

Address

150, 7880 66 ST SE
CALGARY AB
T2C 5V2 Canada

Vehicle Collateral

None

General Collateral

Base Registration General Collateral:

ALL PRESENT AND AFTER-ACQUIRED GOODS LEASED BY THE SECURED PARTY TO THE DEBTORS PURSUANT TO A MASTER LEASE AGREEMENT NUMBER 874904204 DATED JUNE 19, 2020 (AS MAY BE AMENDED, MODIFIED, SUPPLEMENTED, RESTATED OR REPLACED FROM TIME TO TIME), TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS, AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL, AND A RIGHT TO AN INSURANCE PAYMENT OR ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.

PROCEEDS:ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED GOODS, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES, CROPS, LICENCES AND MONEY, ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF BRITISH COLUMBIA AND REGULATIONS THEREUNDER, DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALINGS WITH THE ORIGINAL COLLATERAL.

Original Registering Party

CASSELS BROCK & BLACKWELL LLP


Address

885 WEST GEORGIA STREET, SUITE 2200
VANCOUVER BC
V6C 3E8 Canada

This is Exhibit "I"
referenced in the Affidavit of

ALICE CHAN

sworn before me on this 7 day of March 2023



A Commissioner for Oaths in and for Alberta

BERNARD HUTNICK
COMMISSIONER FOR OATHS
EDMONTON, ALBERTA
MARCH 23, 2024

COMMON PROPERTY SEARCH PRINT

2023-03-03, 13:49:30

File Reference: 33337.876

Requestor: Brandi Patton

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Land Title District KAMLOOPS
Land Title Office KAMLOOPS

Common Property Strata Plan EPS104

Transfers NONE

Legal Notations

DESIGNATION OF LIMITED COMMON PROPERTY FOR STRATA LOT 25,
SEE CA1551048 AND SHEET 3A, FILED 2010/05/05

DESIGNATION OF LIMITED COMMON PROPERTY FOR STRATA LOTS 1, 14, 36 AND
63 SEE LB384414, FILED 2010 05 10

Charges, Liens and Interests

Nature: UNDERSURFACE RIGHTS
Registration Number: 33486E
Registered Owner: THE DIRECTOR OF SOLDIER SETTLEMENT
Remarks: INTER ALIA
DD 108192F OTHER THAN THOSE
EXCEPTED BY THE CROWN

Nature: COVENANT
Registration Number: LB275128
Registration Date and Time: 2009-01-27 09:03
Registered Owner: DISTRICT OF SICAMOUS
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY
Registration Number: LB306303
Registration Date and Time: 2009-05-08 12:02
Registered Owner: BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY
Registration Number: LB306304
Registration Date and Time: 2009-05-08 12:02
Registered Owner: TELUS COMMUNICATIONS INC.
INCORPORATION NO. A0055547
Remarks: INTER ALIA

COMMON PROPERTY SEARCH PRINT

2023-03-03, 13:49:30

File Reference: 33337.876

Requestor: Brandi Patton

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA1154771
Registration Date and Time: 2009-06-19 17:48
Registered Owner: DISTRICT OF SICAMOUS
Remarks: INTER ALIA

Nature: EASEMENT
Registration Number: CA1154773
Registration Date and Time: 2009-06-19 17:48
Remarks: PART ON PLAN EPP2630
APPURTENANT TO THE COMMON PROPERTY
STRATA PLAN KAS3085

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA1154776
Registration Date and Time: 2009-06-19 17:48
Registered Owner: DISTRICT OF SICAMOUS
Remarks: INTER ALIA

Nature: COVENANT
Registration Number: CA1154781
Registration Date and Time: 2009-06-19 17:48
Registered Owner: DISTRICT OF SICAMOUS
Remarks: INTER ALIA

Miscellaneous Notes: NONE

TITLE SEARCH PRINT

2023-03-03, 13:49:30

File Reference: 33337.876

Requestor: Brandi Patton

Declared Value \$620000

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Title Issued Under STRATA PROPERTY ACT (Section 249)

Land Title District KAMLOOPS
Land Title Office KAMLOOPS

Title Number CA8799265
From Title Number CA5198261

Application Received 2021-02-25

Application Entered 2021-03-01

Registered Owner in Fee Simple
Registered Owner/Mailing Address: BRENT PARKER, SELF-EMPLOYED
CHRISTIANA PARKER, SELF-EMPLOYED
104 MT CASCADE CLOSE SE
CALGARY, AB
T2Z 2K5
AS JOINT TENANTS

Taxation Authority Sicamous, District of

Description of Land
Parcel Identifier: 027-956-504
Legal Description:
STRATA LOT 55 DISTRICT LOT 496 KAMLOOPS DIVISION YALE DISTRICT
STRATA PLAN EPS104 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY
IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON
FORM V

Legal Notations
HERETO IS ANNEXED EASEMENT CA1154780 OVER THAT PART OF MARA LAKE LANE
DL 496 KDYD BEING LANE DEDICATED BY PLAN 13830, AS SHOWN ON PLAN
EPP2632

TITLE SEARCH PRINT

2023-03-03, 13:49:30
Requestor: Brandi Patton

File Reference: 33337.876

Declared Value \$620000

PHASED STRATA PLAN DECLARATION (FORM P) FILED CA1162449
2009-06-25
AMENDED FORM P FILED, SEE CA1162450

AMENDED FORM P FILED, SEE CA1162451

AMENDED FORM P FILED, SEE CA1635438

AMENDED FORM P FILED, SEE CA4374869

AMENDED FORM P FILED, SEE CA8535286

HERETO IS ANNEXED EASEMENT CA1162458 OVER LOT 1 PLAN EPP2629 EXCEPT
STRATA PLAN EPS104 (PHASE 1)

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL
GOVERNMENT ACT, SEE LA140913

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL
GOVERNMENT ACT, SEE LB119073

Charges, Liens and Interests

Nature: UNDERSURFACE RIGHTS
Registration Number: 33486E
Registered Owner: THE DIRECTOR OF SOLDIER SETTLEMENT
Remarks: INTER ALIA
DD 108192F OTHER THAN THOSE
EXCEPTED BY THE CROWN

Nature: COVENANT
Registration Number: LB275128
Registration Date and Time: 2009-01-27 09:03
Registered Owner: DISTRICT OF SICAMOUS
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY
Registration Number: LB306303
Registration Date and Time: 2009-05-08 12:02
Registered Owner: BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
Remarks: INTER ALIA

TITLE SEARCH PRINT

2023-03-03, 13:49:30
Requestor: Brandi Patton

File Reference: 33337.876

Declared Value \$620000

Nature: STATUTORY RIGHT OF WAY
Registration Number: LB306304
Registration Date and Time: 2009-05-08 12:02
Registered Owner: TELUS COMMUNICATIONS INC.
INCORPORATION NO. A0055547
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA1154771
Registration Date and Time: 2009-06-19 17:48
Registered Owner: DISTRICT OF SICAMOUS
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA1154776
Registration Date and Time: 2009-06-19 17:48
Registered Owner: DISTRICT OF SICAMOUS
Remarks: INTER ALIA

Nature: COVENANT
Registration Number: CA1154781
Registration Date and Time: 2009-06-19 17:48
Registered Owner: DISTRICT OF SICAMOUS
Remarks: INTER ALIA

Nature: EASEMENT
Registration Number: CA1162460
Registration Date and Time: 2009-06-25 16:30
Remarks: INTER ALIA
APPURTENANT TO LOT 1 PLAB EPP2629 EXCEPT
STRATA PLAN EPS104 (PHASE 1)

Nature: MORTGAGE
Registration Number: CA8799266
Registration Date and Time: 2021-02-25 14:31
Registered Owner: ROYAL BANK OF CANADA

Nature: MORTGAGE
Registration Number: CB219465
Registration Date and Time: 2022-09-14 14:00
Registered Owner: ROYAL BANK OF CANADA

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

TITLE SEARCH PRINT

File Reference: 33337.876

Declared Value \$620000

2023-03-03, 13:49:30

Requestor: Brandi Patton


Pending Applications

NONE

This is Exhibit "J"
referenced in the Affidavit of

ALICE CHAN

sworn before me on this 7 day of March 2023



A Commissioner for Oaths in and for Alberta

COMMISSIONER FOR OATHS
ALBERTA
MARCH 10, 2024



January 31, 2023

VIA COURIER & EMAIL

Rambridge Structure & Design Ltd.
150, 7880 66 St SE
Calgary, AB T2C 5V2

dmarechal@cassels.com
tel: +1 403 351 2922
file # 33337-876

Rambridge Structure & Design Ltd.
c/o Registered Office
Van der lee Law
802, 1333 8th St SW
Calgary, AB T2R 1M6

(sean@vanderleelaw.ca)

Attn: Brent Parker, President
Christiana Parker, Director

c/o Primary Agent for Service
Brent Parker
8, 8009 57 St SE
Calgary, AB T2C 5K7

(brentparker@rambridge.com)

Dear Sir/Madam:

Re: Loan facility granted by Royal Bank of Canada (the “Lender”) to Rambridge Structure & Design Ltd. (the “Borrower”) and guaranteed by Brent Parker and Christiana Parker

We are counsel to the Lender. We refer you to the loan and security documents (collectively, the “**Loan Documents**”) referenced in Schedule “A” hereto, as applicable.

Pursuant to the Loan Documents, among other documents, the Lender extended the Borrower certain loan facilities (the “**Facilities**”). As of January 19, 2023 the total amount outstanding under the Facilities is \$2,880,963.71 (the “**Indebtedness**”), which sum includes principal, accrued interest and certain fees including legal, but may exclude other applicable fees (including legal fees), charges and expenses, that continue to accrue.

Certain of the Facilities are demand facilities pursuant to which the Lender is entitled to demand repayment at any time. Notwithstanding, the Borrower is also in default of the Loan Documents as a result of, among other things, a material adverse change in the financial condition of the Borrower, as indicated in the most recent financial reports provided by the Borrower to the Lender.

As a result of the foregoing, the Facility is now due and payable. The Lender hereby demands payment of the Indebtedness. Interest on the Indebtedness will continue to accrue to the date of payment at the rate set out in the applicable Loan Documents. The exact amount of the Indebtedness and interest accrued to any date of payment can be obtained by contacting the Lender. The Borrower will also be required to pay the Lender's legal fees (on a solicitor-and-own-client full indemnity basis) and other expenses incurred in connection with the recovery of the Indebtedness.

Please be advised that if payment or arrangements satisfactory to the Lender are not made within 10 days of the date of this letter, the Lender will proceed to take any and all steps it deems necessary to recover the outstanding obligations of the Borrower including, without limitation, to enforce its security.

Enclosed is a Notice of Intention to Enforce Security issued pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada). Should the Borrower wish to consent to the immediate enforcement by the Lender of its security, please sign the consent and waiver below and return it to the attention of the undersigned at your earliest convenience.

The Lender expressly reserves its right to proceed with the enforcement of its right and remedies under the Loan Documents at any time, without further notice to the Borrower, if it becomes aware of any circumstance that might prejudice its position.

Yours truly,

Cassels Brock & Blackwell LLP

Danielle Marechal

Danielle Marechal
Partner

DM/
Enclosures
cc: Royal Bank of Canada

ACKNOWLEDGMENT AND CONSENT

The undersigned hereby acknowledges receipt of a Notice of Intention to Enforce Security issued by the Lender pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada), in respect of the security granted by the undersigned and hereby consents to the Lender enforcing the security prior to the expiry of the 10-day notice period as stipulated in such notice. Rambridge Structure & Design Ltd. hereby waives all cure periods to which it may be entitled.

RAMBRIDGE STRUCTURE & DESIGN LTD.

Per: _____
Brent Parker, President

_____, 2023
Date

SCHEDULE "A"

LOAN AND SECURITY DOCUMENTS

1. Credit Agreement dated February 8, 2000 and accepted on February 16, 2000, between the Lender and the Borrower;
2. Credit Agreement dated April 18, 2001 and accepted on May 24, 2001 between the Lender and the Borrower;
3. Credit Agreement dated April 22, 2002 between the Lender and the Borrower;
4. Amending Letter Agreement dated September 1, 2011 and accepted on September 27, 2011 between the Lender and the Borrower amending an agreement dated April 28, 2009;
5. Credit Agreement dated August 8, 2018 and accepted on August 9, 2018 between the Lender and the Borrower;
6. Credit Agreement dated March 24, 2020 and accepted on March 31, 2020 between the Lender and the Borrower;
7. Credit Agreement dated June 11, 2020 and accepted on June 12, 2020 between the Lender and the Borrower;
8. Credit Agreement dated April 29, 2021 and accepted on April 29, 2021 between the Lender and the Borrower;
9. Credit Agreement dated May 5, 2021 and accepted on May 5, 2021 between the Lender and the Borrower;
10. Credit Agreement dated February 23, 2022 and accepted on February 23, 2022 between the Lender and the Borrower;
11. Amending Letter Agreement dated August 17, 2022 and accepted August 23, 2022 between the Lender and the Borrower;
12. Guarantee and Postponement dated August 22, 2011 and granted by Brent Parker in the amount of \$250,000;
13. Guarantee and Postponement dated June 22, 2015 and granted by Brent Parker in the amount of \$775,000;
14. Guarantee and Postponement dated April 2, 2020 and granted by Brent Parker in the amount of \$900,000;
15. Guarantee and Postponement dated June 12, 2020 and granted by Brent Parker in the amount of \$500,000;
16. Guarantee and Postponement dated May 3, 2021 and granted by Brent Parker in the amount of \$2,400,000;
17. Guarantee and Postponement dated August 23, 2022 and granted by Brent Parked and Christiana Parker in the amount of \$500,000;
18. General Security Agreement dated November 27, 1990 and granted by the Borrower;

19. Collateral Mortgage dated September 7, 2022 and granted by Brent Parker and Christiana Parker in the amount of \$500,000
20. Acknowledgment of Terms, dated September 7, 2022 and accepted September 7, 2022 by Brent Parker and Christiana Parker;
21. Deed of Movable Hypothec dated April 20, 2018 and granted by the Borrower in the amount of \$2,000,000; and
22. Master Lease Agreement (Lease No. 874904204) dated June 19, 2020 between the Lender and the Borrower and associated Leasing Schedule Nos. 201000053944, 201000057242, 201000060148, 201000060427 and 201000064085.

LEGAL*57966068.4

**NOTICE OF INTENTION TO ENFORCE SECURITY UNDER SECTION 244(1) OF
THE BANKRUPTCY AND INSOLVENCY ACT (CANADA)**

TO: Rambridge Structure & Design Ltd. (the “Debtor”)

Take notice that:

1. Under section 244(1) of the *Bankruptcy and Insolvency Act* (Canada), Royal Bank of Canada (the “Secured Party”) intends to enforce its security against substantially all of the Debtor’s present and after-acquired personal property.
2. The security to be enforce is in the form of the following:
 - (a) general security agreement granted by the Debtor, dated November 27, 1990 and registered at the Alberta Personal Property Registry (the “PPR”) as registration no. 91011100954, as amended;
 - (b) Master Lease Agreement (Lease No. 874904204) dated June 19, 2020 between the Lender and the Borrower (and associated Leasing Schedule Nos. 201000053944, 201000057242, 201000060148, 201000060427 and 201000064085), registered at the PPR as registration nos. 20061927579, 20062202684, 21041622329, 21050624380 and 21102820554;
 - (c) Deed of Movable Hypothec dated April 20, 2018; and
 - (d) all other security delivered by the Debtor to the Secured Party and all ancillary and supplement documents thereto.(collectively, the “Security”).
3. The amount of indebtedness secured by the Security as of January 19, 2023 is \$\$2,880,963, plus additional interest and costs (including legal fees on a solicitor-and-own-client full indemnity basis) continuing to accrue to the date of payment.
4. The Secured Party 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 Debtor consents to an earlier enforcement.

Dated: January 31, 2022

**ROYAL BANK OF CANADA, by its solicitors
CASSELS BROCK & BLACKWELL LLP**

Per: *Danielle Marechal*

Name: Danielle Marechal
Title: Partner

Cassels

January 31, 2023

VIA COURIER & EMAIL

Brent Andrew Parker
8, 8009 57 St SE
Calgary, AB T2C 5K7

104 Mount Cascade Close SE
Calgary, AB T2Z 2K5

603, 326 Mara Lake
Sicamous, BC V0E 2V1

(brentparker@rambridge.com)

Christiana May Parker
104 Mount Cascade Close SE
Calgary, AB T2Z 2K3

(forchriskparker@hotmail.com)

603, 326 Mara Lake
Sicamous, BC V0E 2V1

c/o Van der lee Law
802, 1333 8th St SW
Calgary, AB T2R 1M6

(sean@vanderleelaw.ca)

Attn: Sean van der Lee

Dear Sir/Madam:

Re: Loan facility granted by Royal Bank of Canada (the “Lender”) to Rambridge Structure & Design Ltd. (the “Borrower”) and guaranteed by Brent Andrew Parker and Christiana May Parker

We are counsel to the Lender. We refer you to the loan and security documents (collectively, the “**Loan Documents**”) referenced in Schedule “A” hereto, as applicable.

Pursuant to the Loan Documents, among other documents, the Lender extended the Borrower certain loan facilities (the “**Facilities**”). As of January 19, 2023 the total amount outstanding under the Facilities is \$2,880,963.71 (the “**Indebtedness**”), which sum includes principal, accrued interest and certain fees including legal, but may exclude other applicable fees (including legal fees), charges and expenses, that continue to accrue.

Certain of the Facilities are demand facilities pursuant to which the Lender is entitled to demand repayment at any time. Notwithstanding, the Borrower is also in default of the Loan Documents as a result of, among other things, a material adverse change in the financial condition of the Borrower, as indicated in the most recent financial reports provided by the Borrower to the Lender.

As a result of the foregoing, the Facility is now due and payable. Brent Parker ("**Brent**") and Christiana Parker ("**Christiana**") and together with Brent, the "**Guarantors**") have each guaranteed the repayment of the Indebtedness in the amounts set out in the applicable guarantees as more particularly described in Schedule "A" hereto (the "**Guarantees**" or individually, a "**Guarantee**"). Pursuant to the terms of the Guarantees, payment is due on demand.

The Lender hereby demands payment of the Indebtedness by you in the full amount stipulated in your Guarantee(s). Interest on the Indebtedness will accrue from the date of this letter to the date of payment at the rates set out in your Guarantee(s). The exact amount of the Indebtedness you are personally responsible for paying, together with interest accrued to any date of payment can be obtained by contacting the Lender. You will also be required to pay the Lender's legal fees (on a solicitor-and-own-client full indemnity basis) and other expenses incurred, in the event the Lender deems it necessary to commence a Court action against you for payment on the basis of your Guarantee(s).

Please be advised that if payment or arrangements satisfactory to the Lender are not made within 10 days of the date of this letter, the Lender will proceed to take any and all steps it deems necessary to recover the amount you have guaranteed including, without limitation, commencing an action and enforcing the security granted by you to the Lender.

Enclosed are Notices of Intention to Enforce Security issued pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada). Should you wish to consent to the immediate enforcement by the Lender of the security described therein, please sign the consent and waiver below and return it to the attention of the undersigned at your earliest convenience.

The Lender expressly reserves its right to proceed with the enforcement of its right and remedies under the Loan Documents at any time, without further notice to you, if it becomes aware of any circumstance that might prejudice its position.

Yours truly,

Cassels Brock & Blackwell LLP

Danielle Marechal

Danielle Marechal
Partner

DM/

Enclosures

cc: Royal Bank of Canada

ACKNOWLEDGMENT AND CONSENT

The undersigned hereby acknowledges receipt of a Notice of Intention to Enforce Security issued by the Lender pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada), in respect of the security granted by the undersigned and hereby consents to the Lender enforcing the security prior to the expiry of the 10-day notice period as stipulated in such notice. I hereby waive all cure periods to which I may be entitled.

Witness Name:

BRENT ANDREW PARKER

Contact Info:

Date

Witness Name:

CHRISTIANA MAY PARKER

Contact Info:

Date

SCHEDULE "A"

LOAN AND SECURITY DOCUMENTS

1. Credit Agreement dated February 8, 2000 and accepted on February 16, 2000, between the Lender and the Borrower;
2. Credit Agreement dated April 18, 2001 and accepted on May 24, 2001 between the Lender and the Borrower;
3. Credit Agreement dated April 22, 2002 between the Lender and the Borrower;
4. Amending Letter Agreement dated September 1, 2011 and accepted on September 27, 2011 between the Lender and the Borrower amending an agreement dated April 28, 2009;
5. Credit Agreement dated August 8, 2018 and accepted on August 9, 2018 between the Lender and the Borrower;
6. Credit Agreement dated March 24, 2020 and accepted on March 31, 2020 between the Lender and the Borrower;
7. Credit Agreement dated June 11, 2020 and accepted on June 12, 2020 between the Lender and the Borrower;
8. Credit Agreement dated April 29, 2021 and accepted on April 29, 2021 between the Lender and the Borrower;
9. Credit Agreement dated May 5, 2021 and accepted on May 5, 2021 between the Lender and the Borrower;
10. Credit Agreement dated February 23, 2022 and accepted on February 23, 2022 between the Lender and the Borrower;
11. Amending Letter Agreement dated August 17, 2022 and accepted August 23, 2022 between the Lender and the Borrower;
12. Guarantee and Postponement dated August 22, 2011 and granted by Brent Parker in the amount of \$250,000;
13. Guarantee and Postponement dated June 22, 2015 and granted by Brent Parker in the amount of \$775,000;
14. Guarantee and Postponement dated April 2, 2020 and granted by Brent Parker in the amount of \$900,000;
15. Guarantee and Postponement dated June 12, 2020 and granted by Brent Parker in the amount of \$500,000;
16. Guarantee and Postponement dated May 3, 2021 and granted by Brent Parker in the amount of \$2,400,000;
17. Guarantee and Postponement dated August 23, 2022 and granted by Brent Parked and Christiana Parker in the amount of \$500,000;

18. General Security Agreement dated November 27, 1990 and granted by the Borrower;
19. Collateral Mortgage dated September 7, 2022 and granted by Brent Parker and Christiana Parker in the amount of \$500,000
20. Acknowledgment of Terms, dated September 7, 2022 and accepted September 7, 2022 by Brent Parker and Christiana Parker;
21. Deed of Movable Hypothec dated April 20, 2018 and granted by the Borrower in the amount of \$2,000,000; and
22. Master Lease Agreement (Lease No. 874904204) dated June 19, 2020 between the Lender and the Borrower and associated Leasing Schedule Nos. 201000053944, 201000057242, 201000060148, 201000060427 and 201000064085.

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**NOTICE OF INTENTION TO ENFORCE SECURITY UNDER SECTION 244(1) OF
THE BANKRUPTCY AND INSOLVENCY ACT (CANADA)**

TO: Brent Andrew Parker (the “Debtor”)

Take notice that:

1. Under section 244(1) of the *Bankruptcy and Insolvency Act* (Canada), Royal Bank of Canada (the “Secured Party”) intends to enforce its security against the following property of the Debtor:

PARCEL IDENTIFIER: 027-956-504

LEGAL DESCRIPTION:

STRATA LOT 55 DISTRICT LOT 496 KAMLOOPS DIVISION YALE DISTRICT
STRATA PLAN EPS104 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA
LOT AS SHOWN ON
FORM V

2. The security to be enforce is in the form of the following:

- (a) mortgage granted by the Debtor and Christiana Parker dated September 7, 2022 and registered at British Columbia Land Title & Survey on September 14, 2022 as registration no. CB219465; and
- (b) all other security delivered by the Debtor to the Secured Party and all ancillary and supplement documents thereto.

(collectively, the “Security”).

3. The amount of indebtedness secured by the Security as of January 19, 2023 is \$2,880,963, plus additional interest and costs (including legal fees on a solicitor-and-own-client full indemnity basis) continuing to accrue to the date of payment.
4. The Secured Party 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 Debtor consents to an earlier enforcement.

Dated: January 31, 2022

ROYAL BANK OF CANADA, by its solicitors
CASELS BROCK & BLACKWELL LLP

Danielle Marechal

Per: _____

Name: Danielle Marechal
Title: Partner

**NOTICE OF INTENTION TO ENFORCE SECURITY UNDER SECTION 244(1) OF
THE BANKRUPTCY AND INSOLVENCY ACT (CANADA)**

TO: Christiana May Parker (the “Debtor”)

Take notice that:

1. Under section 244(1) of the *Bankruptcy and Insolvency Act* (Canada), Royal Bank of Canada (the “Secured Party”) intends to enforce its security against the following property of the Debtor:

PARCEL IDENTIFIER: 027-956-504

LEGAL DESCRIPTION:

STRATA LOT 55 DISTRICT LOT 496 KAMLOOPS DIVISION YALE DISTRICT
STRATA PLAN EPS104 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA
LOT AS SHOWN ON
FORM V

2. The security to be enforce is in the form of the following:
- (a) mortgage granted by the Debtor and Brent Parker dated September 7, 2022 and registered at British Columbia Land Title & Survey on September 14, 2022 as registration no. CB219465; and
 - (b) all other security delivered by the Debtor to the Secured Party and all ancillary and supplement documents thereto.

(collectively, the “Security”).

3. The amount of indebtedness secured by the Security as of January 19, 2023 is \$\$2,880,963, plus additional interest and costs (including legal fees on a solicitor-and-own-client full indemnity basis) continuing to accrue to the date of payment.
4. The Secured Party 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 Debtor consents to an earlier enforcement.

Dated: January 31, 2022

ROYAL BANK OF CANADA, by its solicitors
CASSELS BROCK & BLACKWELL LLP

Danielle Marechal

Per: _____

Name: Danielle Marechal
Title: Partner

This is Exhibit "K"
referenced in the Affidavit of

ALICE CHAN

sworn before me on this 7 day of March 2023



A Commissioner for Oaths in and for Alberta

COMMISSIONER FOR OATHS
ALBERTA
2023

Kay, Richard

Subject: FW: LOI Rambridge [IWOV-LEGAL.033337-00876]

From: Eeva Grannenfelt <eeva.grannenfelt@grannenfeltfinance.fi>
Date: February 24, 2023 at 12:20:14 PM MST
To: Brent Parker <brent.parker@netled.fi>
Cc: "Niko Kivioja (niko.kivioja@netled.fi)" <niko.kivioja@netled.fi>, Niko Kurumaa <niko.kurumaa@netled.fi>, Katrin Ahlbäck <katrin.ahlback@grannenfeltfinance.fi>
Subject: LOI Rambridge

Dear Mr Parker, here is the LOI which we promised

To Whom it may concern

Letter of Intent for Netled's plan to go operate or to take over Rambridge's vertical farming related assets

Netled and Rambridge have been in collaboration since 2019 and the two companies have formed a solid partnership. Netled is now planning to perform a comprehensive enter to the North American market. Rambridge's knowhow on industry, technology and cultivation are the utmost importance in this venture.

Above-mentioned North American market entry will be backed by a Finnish investment group with whom Netled has been negotiating with since August 2022. The negotiations have progressed now to the point where official term sheet is expected to arrive on week 10. In that term sheet, large scale investment plan will be outlined and it will include major investments both in Europe and in North America. Netled anticipates to be able to come back to you with a more detailed information during week 11

Existing vertical farm at Rambridge's office has a paramount role in providing samples to potential customers throughout North America. Naturally, the farm is not functional without the excellent cultivation team of Rambridge. The launch of the investment plan also includes at the moment a commercial size vertical farm project which will be located in the same building where Rambride is occupied at the moment.

In longer term, it has planned Rambridge's core team will create a basis for Netled's North American "technology and competence center". The team will be trained and expanded so that it can take over the technical, cultivational and project related support for all farming operations in North America.

At the moment technically, Netled will take over Rambridge's vertical farming related assests which also means that Netled hires the core team and take over the leases of the office and Vera farm. For this purpose, Netled will establish a Canadian entity.

For the avoidance of doubt, this letter is non-binding and the completion of Rambridge acquisition is subject to certain conditions precedence, including but not limited to, approval of Netled's board of directors.

Do not hesitate to call me if needed

Br. Eeva Grannenfelt

Eeva Grannenfelt
Partner

Grannenfelt Finance Oy
Salomonkatu 17 A, 3.krs
00100 Helsinki

Mobile +358505446355
eeva.grannenfelt@grannenfeltfinance.fi
www.grannenfeltfinance.fi

Tilaa uutiskirjeemme ja pysy ajantasalla rahoitusmarkkinoiden ajankohtaisista uutisista.

Grannenfelt Finance Oy on riippumaton rahoitusratkaisuihin keskittyvä yritys. Päämäärämme on löytää kasvuyrityksille rahoitusratkaisuja, jotka tukevat yritysten kasvua. Rahoitusmahdollisuudet ovat monipuolistuneet ja hajautuneet tavanomaisen pankkisektorin ulkopuolelle yksityiseen, valtion ja EU:n rahoitusratkaisuihin (sis. sekä velkarahoitus- ja oma pääoman ehtoiset instrumentit). Me yhdistämme näitä rahoitusmahdollisuuksia tehokkaasti asiakkaittemme yksilöllisiin tarpeisiin. Tavoittemme on luoda elinkaarirahoitusta ja siten mahdollistaa yritysten liiketoiminta ilman jatkuvaa huolta rahoituksen saatavuudesta.

Grannenfelt Finance (osa AIM Capital Groupia) tekee yhteistyötä varainhoitoyhtiö AIM Capitalin sekä EU:n avustusmuotoisen rahoituksen kansainvälistä huippua edustavan Inspiralia-ryhmän kanssa.

Tämän sähköpostin sisältö ja mahdolliset liitteet ovat salassa pidettävää tietoa. Jos olet saanut viestin epähuomiossa, ilmoitathan asiasta välittömästi viestin lähettäjälle ja poistat viestin liitteineen ilman aiheetonta viivytystä.

Lähetetty [Outlook for Android](#)

If you received this email in error, please advise the sender (by return email or otherwise) immediately. You have consented to receive the attached electronically at the above-noted email address; please retain a copy of this confirmation for future reference.

Si vous recevez ce courriel par erreur, veuillez en aviser l'expéditeur immédiatement, par retour de courriel ou par un autre moyen. Vous avez accepté de recevoir le(s) document(s) ci-joint(s) par voie électronique à l'adresse courriel indiquée ci-dessus; veuillez conserver une copie de cette confirmation pour les fins de référence future.

This message, including any attachments, is privileged and may contain confidential information intended only for the person(s) named above. Any other distribution, copying or disclosure is strictly prohibited. Communication by email is not a secure medium and, as part of the transmission process, this message may be copied to servers operated by third parties while in transit. Unless you advise us to the contrary, by accepting communications that may contain your personal information from us via email, you are deemed to provide your consent to our transmission of the contents of this message in this manner. If you are not the intended recipient or have received this message in error, please notify us immediately by reply email and permanently delete the original transmission from us, including any attachments, without making a copy.

This is Exhibit "L"
referenced in the Affidavit of

ALICE CHAN

sworn before me on this 7 day of March 2023



A Commissioner for Oaths in and for Alberta

COMMISSIONER FOR OATHS
ALBERTA
2023

Kay, Richard

From: Chan, Alice P <alice.p.chan@rbc.com>
Sent: Monday, March 06, 2023 1:07 PM
To: Niko Kivioja
Cc: Brent Parker
Subject: RE: Netled - Rambridge transaction status

Hello Niko,

My weekend was good and hope you had a good weekend too!

Thank you for the update. The Bank recognizes your efforts made with the investment group to date. The Bank had been told on numerous occasions to expect a formal offer by NetLed regarding a M & A transaction, nothing ever materialized from these commitments. The Bank was assured to expect a formal proposal today, unfortunately the email below is not a formal proposal.

Regrettably the Bank will move forward on its demand letter issued to Rambridge.

Should you have any questions please do not hesitate to reach out.

Alice P. Chan | Senior Manager, Special Loans and Advisory Services | **RBC Royal Bank** | **Royal Bank of Canada** | 5th Floor, 335 8th Avenue SW Calgary, Alberta T2P 1C9 | T. 403 292-1698 |

From: Niko Kivioja [mailto:niko.kivioja@netled.fi]
Sent: Monday, March 6, 2023 11:26 AM
To: Chan, Alice P <alice.p.chan@rbc.com>
Cc: Brent Parker <brent.parker@netled.fi>
Subject: Netled - Rambridge transaction status

[External]/[Externe]

Dear Alice,

I hope your weekend went well!

We made a break-through with the investor negotiations late last week. I am expecting to have their written proposal by the end of tomorrow and we will process this in our board meeting starting at 11 am Calgary time. The Rambridge transaction is going to be included in the prop.

I have already engaged legal group to start preparing M&A process. So, once we have the written proposal agreed, they will start working on the details of this deal.

Sincere thanks to your patience so far and I am confident that we will reach the finish line in appropriate time.

Niko Kivioja
CEO
+358 (0)50 360 8121

NETLED

Netled Ltd.

Annanmaankuja 2 A 2

FI-33960 Pirkkala

Finland

www.netled.fi

