

COURT FILE NUMBER

Clerk's Stamp

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY

APPLICANT

2314174 ALBERTA LTD.

RESPONDENT

1652563 ALBERTA LTD.

DOCUMENT

AFFIDAVIT OF JERRY ROBERTS

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 403-351-2922

Facsimile 403-648-1151

E-mail: joliver@cassels.com / dmarechal@cassels.com

File No. 55397-1

Attention: Jeffrey Oliver / Danielle Marechal

AFFIDAVIT OF:

JERRY ROBERTS

SWORN ON:

JANUARY 29, 2021

I, **JERRY ROBERTS**, of the Town of Carstairs, in the Province of Alberta, SWEAR AND SAY THAT:

1. I am the sole director of 2314174 Alberta Ltd. ("**231 Ltd.**"), 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 231 Ltd. to swear this affidavit on its behalf.
3. I am also a former director and 40% voting shareholder of 1652563 Alberta Ltd. ("**165 Ltd.**") as well as a guarantor of the Indebtedness (as defined below).

Background

4. 165 Ltd. is a corporation incorporated pursuant to the laws of the Province of Alberta with a registered office in Carstairs, Alberta. 165 Ltd. operates under the trade name "Two Guys Trailers". Attached hereto and marked as **Exhibits "A"** and **"B"** are copies the corporate registry search for 165 Ltd. dated January 28, 2020 and the trade name search for Two Guys Trailers dated January 28, 2020, respectively.
5. 165 Ltd. operates a business specializing in trailer and used vehicles sales in Carstairs, Alberta.
6. Courtney Moffatt ("**Courtney**") is the sole director and President of 165 Ltd., a 60% voting shareholder of 165 Ltd., a guarantor of the Indebtedness and is responsible for the day to day management of 165 Ltd. ("**Management**").

Loan and Security Documents

Credit Agreement

7. The Bank of Montreal ("**BMO**") extended credit facilities and related services to 165 Ltd. pursuant to, among other, a Letter of Agreement executed June 18, 2018, as amended and restated pursuant to two Letters of Agreement – Amendment and restatement executed September 13, 2018 and February 10, 2020, an Application for Credit and Promise to Give Bills of Lading, Warehouse Receipts, or Security under Section 427 of the *Bank Act* dated July 20, 2018 and a Section 427 *Bank Act* Security Letter of Agreement (undated) (collectively, the "**Loan Agreements**"). Attached here to as **Exhibit "C"** are copies of the Loan Agreements.
8. Pursuant to the Loan Agreements, BMO made certain advances to 165 Ltd. As of January 28, 2021, funds in the amount of \$656,961.49, inclusive of interest up to January 28, 2021 and BMO's legal fees up to January 11, 2021 (the "**Indebtedness**") remain due, owing and unpaid under the Loan Agreements. Further particulars of the Indebtedness are as follows:

Account No. 2519-6998-300 inclusive of interest to and including January 28, 2021	\$602,735.62
Account No. 5192420000192728	\$40,000.00
BMO's Legal Fees up to January 11, 2021	\$14,225.87
<hr/>	
Total Balance as at January 28, 2021	\$656,961.49

9. Attached hereto and marked as **Exhibit "D"** is a copy of a payout statement as at January 28, 2021 (the "**Payout Statement**").
10. In accordance with the terms of the Loan Agreements, the facilities thereunder (the "**Facilities**") are demand facilities pursuant to which BMO is entitled to (among other things) demand repayment in full of any amounts outstanding under the facilities at any time and enforce any security.

Security Documents

11. The Facilities are secured by the following:
- (a) a security agreement against all present and after-acquired personal property of 165 Ltd. dated July 16, 2018 (the "**GSA**");
- (b) a mortgage dated July 6, 2018 (the "**Mortgage**") granted by 165 Ltd. in the principal amount of \$500,000 against the property municipally described as 419 10 Avenue South, Carstairs, Alberta T0M 0N0 and legally described as:

PLAN 3845CO
 BLOCK 28
 LOTS 5 AND 6
 EXCEPTING THEREOUT ALL MINES AND MINERALS
 AND THE RIGHT TO WORK THE SAME

PLAN 3845CO
 BLOCK 28
 LOTS 7 AND 8

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

PLAN 3845CO
THAT PORTION OF THE ROADWAY
SOUTH OF LOT 8 BLOCK 28
AND NORTH OF LOT 1 BLOCK 29
EXCEPTING THEREOUT ALL MINES AND MINERALS

(collectively, the "**Property**");

- (c) a mortgage amending agreement dated October 26, 2020 ("**Mortgage Amendment**");
- (d) a chattel mortgage dated February 15, 2020 ("**Chattel Mortgage**"); and
- (e) the following security (collectively, the "**Bank Act Security Documents**") granted pursuant to the Section 427 of the Bank Act, SC 1991, c 46 (the "**Bank Act**"):
 - (i) Notice of Intention to grant security under Section 427 of the Bank Act granted by the Borrower in favour of the Assignor dated July 17, 2018;
 - (ii) Security under Section 427 of the Bank Act dated July 20, 2018 executed by the Borrower in favour of the Assignor; and
 - (iii) Agreement as to Loans and Advances and Security therefor dated July 20, 2018 executed by the Borrower in favour of the Assignor;

(collectively, the "**Security**" and together with the Loan Agreements, the "**Loan Documents**").

- 12. Attached hereto and marked as **Exhibits "E", "F", "G", "H" and "I"** are copies of the GSA, Mortgage, Mortgage Amendment, Chattel Mortgage and *Bank Act* Security Documents.
- 13. Pursuant to the GSA and Chattel Mortgage, BMO was granted (among other things) a security interest in all present and after-acquired personal property of 165 Ltd. as well as a security interest in specific motor vehicles.
- 14. BMO's security interests granted under the GSA and Chattel Mortgage were perfected through the filing of financing statements registered in the Alberta Personal Property Registry as follows:
 - (a) Registration number 18070513346 made on July 5, 2018 (as amended); and
 - (b) Registration number 20021336944 made on February 13, 2020 (as amended).
- 15. Attached hereto and marked as **Exhibits "J"** is a copy of the Alberta Personal Property Registry search dated January 28, 2021 for 165 Ltd.
- 16. BMO's security interest created under the Mortgage and Mortgage Amendment were perfected through the registration of the Mortgage and Mortgage Amendment with Alberta Land Titles as instrument numbers 181 209 630 and 201 208 518. Copies of the Alberta Land Titles Searches in respect of the Property are attached hereto as **Exhibit "K"**.

Guarantees

- 17. The Facilities are also secured by the following guarantees:
 - (a) a guarantee in the limited amount of \$1,645,000 granted by Courtney dated February 7, 2020; and
 - (b) a guarantee in the limited amount of \$1,645,000 jointly granted by Jerry Roberts and Sandi Roberts (collectively, the "**Roberts**" and together with Courtney the "**Guarantors**");

(collectively, the “**Guarantees**”).

18. Attached hereto and marked as **Exhibits “L”** and **“M”** are copies of the Guarantees.

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

19. As noted previously, the Facilities are demand facilities pursuant to which BMO is entitled to demand repayment in full of any amounts outstanding under the Loan Agreements at any time and enforce any security granted in connection with the Facilities. Notwithstanding that the facilities are demand facilities, 165 Ltd. also committed events of default under the Loan Documents by, among other things failing to make payments to BMO when due and breaching covenants contained in the Loan Documents.
20. On May 26, 2020, BMO, through its counsel Burnet Duckworth & Palmer LLP, issued a demand for payment to 165 Ltd. and each of the Guarantors together with a notice of intention to enforce pursuant to section 244 of the *Bankruptcy and Insolvency Act* (Canada). Attached hereto and marked as **Exhibit “N”** are copies of the demands and section 244 notices.

Forbearance Agreements

21. On June 15, 2020, BMO, 165 Ltd. and the Guarantors entered into a Forbearance Agreement (the “**Forbearance Agreement**”). Pursuant to the terms of the Forbearance Agreement, BMO agreed to forbear from exercising its rights and remedies under the Loan Documents until the earlier of August 15, 2020 or the occurrence of a default under the Forbearance Agreement. Attached hereto as **Exhibit “O”** is a copy of the Forbearance Agreement.
22. The forbearance period under the Forbearance Agreement was extended to January 31, 2021 pursuant to two Forbearance Amending Agreements (collectively, the “**Amending Agreements**” and together with the Forbearance Agreement, the “**Forbearance Agreements**”). Attached hereto as **Exhibit “P”** are copies of the Amending Agreements.
23. At the time the Forbearance Agreement was entered into, BMO was owed approximately \$1,644,764.86. During the forbearance period, the amount owed to BMO was reduced to the current Indebtedness amount (i.e. approximately \$654,753.57) as a result of payments primarily made by me personally. Details of the payments made by me personally to BMO during the forbearance period, include (without limitation) the following:

Date	Description	Amount
June 23, 2020	Payment under Forbearance Agreement	\$5,576.00
June 30, 2020	Payment for BMO legal fees	\$4,552.38
July 3, 2020	Loan to 165 Ltd.	\$2,000.00
August 26, 2020	Payment to BMO to reduce amounts owing under Loan Documents	\$815,204.37
September 29, 2020	Payment under Forbearance Agreement	\$8,000.00
October 26, 2020	Payment to BMO to reduce amounts owing under Loan	\$197,828.21

Documents		
November 13, 2020	Payment of Property taxes	\$4,598.09
December 2, 2020	Loan to 165 Ltd.	\$800.00
TOTAL		\$1,038,559.05

24. In order to finance the above noted payments, I sold two of my personal properties and paid the proceeds of sale from those properties to BMO.
25. Notwithstanding my efforts to pay down the amounts owing to BMO, 165 Ltd. committed several events of default under the Forbearance Agreements by, among other things:
- (a) failing to make payments to BMO under the Forbearance Agreements when due; and
 - (b) failing to perform or comply with the covenants and obligations contained in the Forbearance Agreements.
26. On January 12, 2021, BMO through its counsel, issued a default notice pursuant to which BMO advised of the above noted defaults under the Forbearance Agreements, indicated that these defaults were not being waived and reserved its right enforce at any time. Attached hereto and marked as **Exhibit "Q"** is a copy of the default notice.

Assignment of Loan Documents and Forbearance Agreements

27. On January 13, 2021, 231 Ltd. took an assignment from BMO of (among other things) the Loan Documents, which includes the Security. Notice of this assignment was issued to 165 Ltd. and the Guarantors on January 13, 2021. In other words, 231 Ltd. has now stepped into the shoes of BMO and 231 Ltd. is the primary secured creditor of 165 Ltd. Attached hereto and marked as **Exhibit "R"** is a copy of the assignment notice.
28. The forbearance period under the Forbearance Agreements expired on January 31, 2021 and the Forbearance Agreements have not been extended or renewed by 231 Ltd. As at the date of this affidavit, 165 Ltd. has failed to repay the Indebtedness and the full amount of the Indebtedness remains due, owing and payable.

Appointment of Receiver

29. Pursuant to the terms of the Loan Documents, 231 Ltd. is entitled to seek the appointment of a receiver and manager over the assets of 165 Ltd.
30. To the best of my knowledge, 165 Ltd. is no longer operating or is only conducting minor operations and there are no anticipated revenues through which the Indebtedness can be repaid.
31. I am the chief economic stakeholder in 165 Ltd. and I have lost faith in Management of 165 Ltd.
32. The primary assets of 165 Ltd. consist of the Property and approximately 100 vehicles, the majority of which are currently being held in the United States. It is my view that a receiver is in the best position to realize on the assets of 165 Ltd. and maximize recovery for all creditors of 165 Ltd., particularly as the nature of the detention of the vehicles in the United States is somewhat unclear.
33. I am aware of at least two actions that have been commenced against 165 Ltd. by other creditors of 165 Ltd.
34. Given (among other things) the failure of 165 Ltd. to repay the Indebtedness, my loss of confidence in Management of 165 Ltd. and the existence of outstanding actions against 165 Ltd.,

I believe it is just and convenient to appoint a receiver over the assets of 165 Ltd. to protect the assets underlying the Security as well as to protect the interests of other creditors.

- 35. BDO Canada Limited ("BDO") has consented to act as receiver and manager of the assets, undertakings and properties of 165 Ltd. should a receiver be appointed.
- 36. I swear this affidavit in support of an Order appointing BDO as the court appointed receiver and manager of 165 Ltd.

SWORN BEFORE ME at the City of Calgary, in the)
Province of Alberta, this 29th day of January, 2021)

R Kay

Commissioner for Oaths/Notary Public in and for
Alberta)

Jerry Roberts

JERRY ROBERTS)

Richard Kay

My Commission expires September 21, 2022

[Handwritten mark]

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

JERRY ROBERTS

sworn this 29th day of January, 2021

R Kay

A Commissioner for Oaths in and for Alberta

Richard Kay

My Commission Expires September 21, 2022

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

Date of Search: 2021/01/28
Time of Search: 09:53 AM
Service Request Number: 34767190
Customer Reference Number: 03239673-EDD3_5_1314392

Corporate Access Number: 2016525632
Business Number: 830503488
Legal Entity Name: 1652563 ALBERTA LTD.

Legal Entity Status: Active
Alberta Corporation Type: Numbered Alberta Corporation
Registration Date: 2012/01/16 YYYY/MM/DD

Registered Office:

Street: 419 10 AVE S
City: CARSTAIRS
Province: ALBERTA
Postal Code: T0M0N0

Mailing Address:

Post Office Box: PO BOX 2044
City: CARSTAIRS
Province: ALBERTA
Postal Code: T0M0N0

Directors:

Last Name: MOFFATT
First Name: COURTNEY
Street/Box Number: BOX 2044
City: CARSTAIRS
Province: ALBERTA
Postal Code: T0M0N0

Last Name: ROBERTS
First Name: JERRY
Street/Box Number: PO BOX 2044
City: CARSTAIRS

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Province: ALBERTA
Postal Code: T0M0N0

Voting Shareholders:

Last Name: MOFFATT
First Name: COURTNEY
Street: PO BOX 2044
City: CARSTAIRS
Province: ALBERTA
Postal Code: T0M0N0
Percent Of Voting Shares: 60

Last Name: ROBERTS
First Name: JERRY
Street: PO BOX 1096
City: CARSTAIRS
Province: ALBERTA
Postal Code: T0M0N0
Percent Of Voting Shares: 40

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: SEE ELECTRONIC ATTACHMENT SCHEDULE A
Share Transfers Restrictions: SEE ELECTRONIC ATTACHMENT SCHEDULE B
Min Number Of Directors: 1
Max Number Of Directors: 10
Business Restricted To: NONE
Business Restricted From: NONE
Other Provisions: SEE ELECTRONIC ATTACHMENT SCHEDULE C

Associated Registrations under the Partnership Act:

Trade Partner Name	Registration Number
TWO GUYS TRAILERS	TN16526063

Other Information:

rk

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2020	2020/01/29

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2012/01/16	Incorporate Alberta Corporation
2012/02/06	Change Address
2014/05/15	Change Director / Shareholder
2020/01/29	Enter Annual Returns for Alberta and Extra-Provincial Corp.
2020/02/20	Update BN

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2012/01/16
Restrictions on Share Transfers	ELECTRONIC	2012/01/16
Other Rules or Provisions	ELECTRONIC	2012/01/16

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.



rk

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

JERRY ROBERTS

sworn this 29th day of January, 2021

R. Kay

A Commissioner for Oaths in and for Alberta

Richard Kay

My Commission Expires September 21, 2022

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

Date of Search: 2021/01/28
Time of Search: 09:54 AM
Service Request No: 34767192
Customer Reference No: 03239675-EDD3_5_1314394

Registration No: TN16526063
Current Business Name: TWO GUYS TRAILERS
Status of Business Name: Active
Trade Name / Partnership Type: Trade Name
Commencement Date: 2012/01/16 YYYY/MM/DD
Date of Registration: 2012/01/16 YYYY/MM/DD
Type of Business: SALES & SERVICE

Current Declarant:

Last/Legal Entity Name: 1652563 ALBERTA LTD.
Street: 146 JJ THIESSEN CRST
City: SASKATOON
Province: SASKATCHEWAN
Postal Code: S7K6A1

Other Information:

Filing History:

List Date	Type of Filing
2012/01/16	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.



rk

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

JERRY ROBERTS

sworn this 29th day of January, 2021

R. Kay

A Commissioner for Oaths in and for Alberta

Richard Kay

My Commission Expires September 21, 2022

Letter of Agreement

BMO  Bank of Montreal

121 10th Ave P.O. Box 489
Carstairs, Alberta, T0M 0N0

June 18, 2018

1652563 ALBERTA LTD. ,
CARSTAIRS, ALBERTA T0M 0N0
Box 2044
Attention: Courtney, Jerry and Sandi,

LETTER OF AGREEMENT

Bank of Montreal ("**BMO**") is pleased to advise that it has authorized the following credit Facilities for **1652563 ALBERTA LTD.** (each, a "**Facility**" and collectively, the "**Facilities**") on the terms and conditions outlined in this Letter of Agreement. The Schedules listed below and attached form part of this Letter of Agreement.

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

In this Letter of Agreement, certain capitalized terms are defined in Schedule A hereto. Please refer to Schedule A for the meaning of such terms.

Borrower(s): 1652563 ALBERTA LTD.
(the "Borrower")

Guarantor(s): COURTNEY MOFFATT, SANDI ROBERTS, JERRY D. ROBERTS,
(the "Guarantor(s)")

Total Facility Limit: The total approved amount of all facilities shall not exceed \$1,464,000.00 at any time.

Facility # 1

Facility Authorization: \$250,000.00
Type of Loan: Asset and capital financing
Purpose: For general capital requirements
Maximum Amortization: 180 months

Advance Options (each a "Loan" and collectively the "Loans")	Cap Amount	Additional Details
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Demand Loan
Non Revolving

Currency: CAD

Interest Rate: Prime Rate plus 1.25%. Interest is calculated monthly in arrears, and payable monthly. The Prime Rate in effect as of May 14, 2018 is 3.45%.

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

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

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

Other:

Fixed Rate
Term Loan

Currency: CAD

Interest Rate: To be determined at time of Advance. By way of reference only, the rate in effect as of May 14, 2018 for a two year term is 4.16% per annum; and the rate is valid for 10 days, and thereafter subject to change at BMO's sole discretion from time to time.

Notwithstanding the foregoing and unless otherwise prohibited by law, if the Loan is not paid in full with interest at the Maturity Date, the Loan shall bear interest at a rate per annum equal to the sum of 3% plus the Prime Rate, determined and accrued daily and compounded monthly, not in advance, on the outstanding balance, from the Maturity Date and both before and after demand and both before and after judgment until actual

payment in full.

Repayment Terms: Equal monthly principal payments and monthly interest, to be collected separately on the last day of each month. The amount of the payments will be determined based on the Loan amount, payment frequency, amortization, and term.

The balance of the Loan then outstanding, together with all accrued and unpaid interest, shall be due and payable at the end of the term of the Loan.

Prepayment Terms: May not be prepaid, in whole or in part, prior to the maturity date.

Maximum Term: 5 years

Maturity Date: The last day of the month determined based on the term selected and the date of advance.

Other:

The aggregate of all outstanding Advances under this Facility shall at no time exceed the Facility Authorization for this Facility.

Each Loan under this Facility shall be a separate Loan, shall be non-revolving and shall be permanently reduced by any repayments or payments by the Borrower.

The Borrower shall give to BMO 5 Business Days notice with respect to any request for a Loan under this Facility.

Facility # 2

Facility Authorization:	\$14,000.00
Type of Loan:	Letter of Credit, Documentary Credit or Letter of Guarantee
Purpose:	To pay out Letter of Credit held with MVCU.
Repayments:	To be reduced and/or cancelled in normal course.
Interest Rate:	Standard pricing as determined by BMO Capital Markets.
Currency:	CAD
Maximum Term:	12 months from the date of issue. Renewals as required.
Drawdown Conditions:	The Borrower may request the issuance of Letters of Credit, in a form

reasonably acceptable to BMO, at any time and from time to time. Each Letter of Credit shall expire at or prior to the close of business on the date that is one year after the date of the issuance of such Letter of Credit.

Commissions and Fees: Advised based on specifics of request and Trade Finance client fee schedule.

Terms and Conditions: Per Indemnity Agreement

Facility # 3

Facility Authorization: \$1,200,000.00

Type of Loan: Operating Demand Loan

Purpose: Operating Financing

Interest Rate: Prime Rate plus 1.25%. Interest is calculated monthly in arrears, and payable monthly on the last day of each month. The Prime Rate in effect as of May 14, 2018 is 3.45%.

Repayments: Repayable on demand

Currency: CAD

Facility Fee: \$300.00 per month. This is the fee for the loan and does not include other account fees. Refer to our Better Banking Guide for other applicable fees.

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

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

Conditions Precedent to Advances:

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

1. Receipt of satisfactory legal opinions relating to all matters considered relevant by BMO including, without limitation, the due authorization, execution, delivery and enforceability of the Loan and Security documentation by and against the Borrower and each Guarantor, if any.
2. Satisfactory review by BMO (or, at BMO's option and the Borrower's expense, an insurance consultant) of insurance policies issued to the Borrower and each Guarantor, if any, and compliance

- with any changes required to satisfy BMO's insurance requirements.
3. Receipt of all documents and legal opinions required by BMO with respect to the beneficial (true) owner of the Mortgaged Property and the charge of such interest delivered by such owner to BMO.
 4. Receipt of satisfactory Environmental Review, Compliance Certificate and Indemnity for Mortgaged Property executed by the Borrower in favour of BMO.
 5. Satisfactory review (site visit) of the Mortgaged Property, and the condition of the improvements thereon.
 6. Receipt of satisfactory appraisal of SW 13-34-5W5th Plan 8311528 (5079 Township Road 342A). from an appraiser or agrologist satisfactory to BMO confirming a minimum market value of \$825,000.00, together with a letter by the appraiser or agrologist addressed to BMO confirming that BMO may rely on the appraisal for financing purposes.
 7. Receipt of satisfactory appraisal of Lot 5-8 Block 28 Plan 3845C0 from an appraiser or agrologist satisfactory to BMO confirming a minimum market value of \$500,000.00, together with a letter by the appraiser or agrologist addressed to BMO confirming that BMO may rely on the appraisal for financing purposes.
 8. A postponement from NextGear Capital and Wells Fargo if financing is to be retained with them.
 9. Postponement and subordination agreement for Shareholder loans and all other General Security Agreements.
 10. Operating Demand Loan can be fully advanced for \$1,200,000 prior to obtaining the collateral mortgage over commercial property (Lot 5-8 Block 28 Plan 3845C0). **NOTE: The collateral mortgage is to be obtained by July 31, 2018.**

Covenants:

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

Additional Covenants:

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

1. The Borrower will not, without BMO's prior written consent, participate in any retrofit project or energy or water efficiency project affecting the Mortgaged Property which would have the effect of creating a lien, hypothec or other interest (including, but without limitation, a local improvement charge or similar interest) in the Mortgaged Property ranking, or potentially ranking, in priority to or *pari passu* with the interest of BMO in the Mortgaged Property, whether or not such project is sponsored or endorsed by a municipal or other government, governmental organization or utility.

Security:

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

1. Insurance on a "Fire and Extended Coverage" or "All Risks" basis must be arranged (with satisfactory evidence thereof delivered to BMO) satisfactory to BMO for the full insurable or replacement value with loss payable to BMO. The policy is to contain the Standard Mortgage Clause. A copy of the policy is to be provided.
2. Registered first-ranking All Indebtedness/Collateral Mortgage in the amount of \$825,000.00 registered over SW 13-34-5W5th Plan 8311528 (5079 Township Road 342A). (the "Mortgaged Property") with appropriate enabling resolutions and documentation.
3. Section 427 Security over inventories – registered in first position (vehicles).
4. Registered first-ranking All Indebtedness/Collateral Mortgage in the amount of \$500,000.00 registered over Lot 5-8 Block 28 Plan 3845C0 (the "Mortgaged Property") with appropriate enabling resolutions and documentation.
5. \$1,464,000.00 Personal guarantee from Jerry & Sandi Roberts.

6. \$1,464,000.00 Personal guarantee from Courtney Moffatt.
7. Registered General Security Agreement ("GSA") providing BMO with a security interest over all present and after-acquired personal/movable property of the Borrower with a First ranking for Machinery and Equipment, CDN Accounts Receivable.
8. Postponement and subordination agreement for Shareholder loans and all other General Security Agreements.

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

Reporting Requirements:

<p>Annual</p>	<p>Borrower is required to provide all necessary information within 120 days of fiscal year end to complete annual review of credit facility/facilities, including, but not limited to:</p> <ul style="list-style-type: none"> • Financial Statements (minimum Notice to Reader quality) along with Corporate Tax Return. • Corporate Notice of Assessment. • Updated Personal Net Worth Statement for all guarantors. Accompanied by confirmation of personal assets. • T1 General and Notice of Assessment for all guarantors. • Inventory Listing. • A/R Listing. • Such other information as the bank may require for the review.
<p>Quarterly</p>	<p>Operating line is to be monitored on a quarterly basis. Monitoring will be over:</p> <ul style="list-style-type: none"> - Quarterly Sales - long - Quarterly inventory listing of vehicle and trailer inventory (showing purchase date) - Quarterly inventory listing of parts inventory (showing purchase date) - Quarterly AR and AP listings <p>Any inventory that stays with the company over 90 days will not count towards inventory.</p>

A \$100 per month fee will be applied for non compliance with reporting requirements. The application of this fee does not waive the default condition.

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

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

FK

Representations and Warranties:

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

Events of Default:

Each of the events set out in Schedule F shall constitute an event of default in respect of this letter of agreement and each of the facilities. The inclusion of these events of default shall not in any way affect the right of BMO to make demand for payment at any time under any facility that is stated to be a demand facility.

Upon the occurrence of any Event of Default, in addition to any remedies available to BMO pursuant to the Security (i) BMO may accelerate the payment of principal and interest under, and cancel any undrawn portion of, any Facility, (ii) the ability of the Borrower to obtain further Advances under any Facility under this Letter of Agreement shall immediately terminate, (iii) BMO may, by written notice to the Borrower, declare the Advances outstanding under any Facility to be immediately due and payable, and (iv) BMO may review the pricing of any Facility. The rights of BMO on the occurrence of an Event of Default shall not limit any of its other rights under or in connection with this Letter of Agreement or any of the Facilities to terminate or demand payment of, or cancel or restrict the availability of any unutilized portion of, any demand or other discretionary Facility made available under this Letter of Agreement.

Other Fees:

A one-time fee ("Fee") of \$3,700.00 is payable by the Borrower to BMO upon acceptance of this Letter of Agreement. This fee is deemed to be earned by BMO upon acceptance of this Letter of Agreement, to compensate for time, effort and expense incurred by BMO in authorizing these Facilities.

Credit renewal fees will be payable as advised by BMO annually; at the date of this letter such fees are estimated to be \$1,500.00.

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

Cash Management Services:

BMO will provide Non-Credit and Cash Management Banking Services to the Borrower. BMO's commercial On-Line Banking for Business platform (OLBB) will be implemented at a cost of \$20.00 per month upon opening of Current Account(s). BMO's Cash Management Specialist will contact the Borrower at the time of account opening to discuss optional Cash Management features such as Electronic Funds Transfer (EFT), Electronic Wire Payments and Deposit Edge Service. The BMO's objective is to provide a package of services that are tailored to meet both the current and future needs of the Borrower and that are provided in a cost efficient operating environment.

Commercial Loan Insurance Plan:

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

Governing Law:

Province or Territory of Alberta and the federal laws of Canada applicable therein.

Schedules:

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

- Schedule A – Definitions
- Schedule B – General Terms & Conditions
- Schedule C – Conditions Precedent to Advances
- Schedule D – Covenants
- Schedule E – Representations and Warranties
- Schedule F – Events of Default

Legal Counsel: MHR Law 1 – 5401 49 Ave Olds AB T4H 1G3

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

Please indicate your acceptance of the terms and conditions hereof by signing and returning one copy of this Letter of Agreement (and making payment of the above noted fee, if applicable) to BMO no later than July 31, 2018. If your acceptance of this Letter of Agreement is not received by BMO by that date, BMO shall not be required to proceed with any of the Facilities.

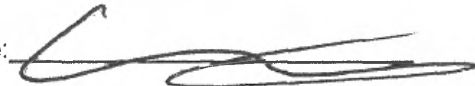
Yours truly,
BANK OF MONTREAL

By: 
Name: ROBERT ANDREWS
Title: Relationship Manager

Accepted and agreed to this 18 day of June, 2018

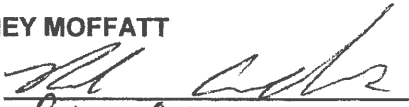
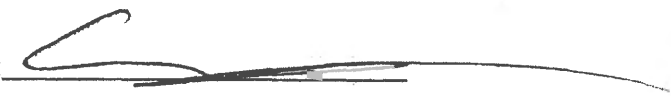
BORROWER(S)

1652563 ALBERTA LTD.

Signature: 
Name: Courtney Moffatt
Title: President

GUARANTOR(S)

COURTNEY MOFFATT

Witness:  Signature: 
Name: COURTNEY MOFFATT Name: Courtney Moffatt

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SANDI ROBERTS

Witness: *Rob Andrews*
Name: ~~SANDI ROBERTS~~

Signature: *Sandi Roberts*
Name: Sandi Roberts

JERRY D. ROBERTS

Witness: *Rob Andrews*
Name: ~~JERRY D. ROBERTS~~

Signature: *Jerry Roberts*
Name: Jerry Roberts

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SCHEDULE A – DEFINITIONS

Advances:	Each borrowing by the Borrower and any reference to the amount of Advances shall mean the aggregate principal amount of all outstanding Advances
Business Day:	Any day that is not a Saturday, Sunday or other day on which BMO is authorized or required by applicable law in the applicable Province or Territory to remain closed.
Mortgaged Property:	Includes the real/immovable property described in this Letter of Agreement and in any Mortgages/Hypothec, all appurtenances thereto and all estates and interests therein, and includes all buildings, plant, machinery, crops, erections and improvements, fixed or otherwise, present or future, built, grown, placed or put thereon including all fences, heating equipment, plumbing equipment, antennae, radiators, mirrors, air-conditioning equipment, ventilating equipment, fire alarm and protective systems, lighting and lighting fixtures, hay racks, barn fixtures, milking machine equipment, water tanks, pumps and windmills, water bowls and pipes, feed boxes, litter carriers and tracks, mobile homes affixed to the real property, furnaces, boilers, oil burners, stokers, water heating equipment, cooking and refrigeration equipment, window blinds, floor coverings, storm windows, storm doors, window screens, door screens, shutters and awnings, all apparatus and equipment appurtenant thereto, and all other fixtures and accessions of any kind or nature.
Overdraft Rate:	The annual rate of interest established from time to time by BMO as the interest rate it will use to calculate the interest payable on overdrawn accounts and designated by BMO as the "Overdraft Rate".
Prime Rate:	On any day, the annual rate of interest established by BMO and in effect on such day as the reference rate used to determine the rate of interest charged on Canadian dollar loans to commercial customers in Canada, and designated by BMO as its "Prime Rate".
US Base Rate:	On any day, the annual rate of interest established by BMO and in effect on such day as the reference rate used to determine the rate of interest charged on U.S. dollar loans to commercial customers in Canada, and designated by BMO as its "US Base Rate".

SCHEDULE B - GENERAL TERMS AND CONDITIONS

- Assignment:** This Letter of Agreement shall be binding upon and enure to the benefit of the parties and their respective successors and permitted assigns. The Borrower shall not assign any of its rights or obligations hereunder without the prior written consent of BMO. BMO may assign all or part of its rights or obligations under this Letter of Agreement or in respect of any Facility or any Security to any person.
- Confidentiality:** The Borrower and each Guarantor agrees that, without the prior written consent of BMO, it shall not provide this Letter of Agreement to, nor discuss the terms and structure of this offering with, any party other than its employees, lawyers and financial advisors (but not commercial lenders). The Borrower and each Guarantor consents to the release of information provided to BMO in connection with this Letter of Agreement and the Facilities to BMO Financial Group business groups, affiliates and subsidiaries for the purpose of assisting BMO in supporting the Borrower with its strategic plans.
- Conflicts:** All terms and conditions of BMO's usual and customary security documents and supporting documents shall be deemed to be incorporated in and form part of this commitment. In the event of any conflict or inconsistency between this Letter of Agreement and the terms of any security or supporting document given in connection with this Letter of Agreement, any Facility or the Security, the terms of the Security shall prevail.
- Entire Agreement; Waivers; Severability; Amendments:** This Letter of Agreement supersedes and replaces all prior discussions, letters and agreements (if any) describing the terms and conditions of the facilities contained in this Letter of Agreement. This Letter of Agreement does not, however, serve to operate as a novation. To the extent necessary, BMO reserves all of its rights in respect of any security that has previously been granted to secure the obligations with respect to the Facilities. The failure of BMO to require performance by the Borrower or any Guarantor of any provision of this Letter of Agreement shall in no way affect the right thereafter to enforce such provision; nor shall the waiver by BMO of any breach of any covenant, condition or proviso of this Letter of Agreement be taken or held to be a waiver of any further breach of the same covenant, condition or proviso. If any provision of this Letter of Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision and the remainder of this Letter of Agreement shall continue in full force and effect. No change or modification of this Letter of Agreement is binding upon the parties unless it is in writing and signed by all parties.
- Evidence of Debt:** The Borrower acknowledges that the actual recording of the amount of any advance or repayment under the Facilities, and interest, fees and other amounts due in connection with the Facilities, in the accounts of the Borrower maintained by BMO, shall constitute prima facie evidence of the Borrower's indebtedness and liability from time to time under this Letter of Agreement; provided that the obligation of the Borrower to pay or repay any indebtedness and liability in accordance with this Letter of Agreement shall not be affected by the failure of BMO to make such recording
- Expenses:** All costs and expenses incurred by BMO in establishing, documenting and operating the Facilities (including, but not limited to, legal, appraisal and consulting fees and costs) and in connection with the enforcement of the loan documentation are for the account of the Borrower and the Borrower agrees to pay the same in full whether or not this transaction is completed as contemplated herein.
- Increased Costs, Taxes, Risks, etc.** The Borrower will reimburse any costs BMO incurs in performing its obligations under the Facilities resulting from any change in law, including any reserve or special deposit requirement or any tax or capital requirement or any change in the compliance of BMO therewith, that has the effect of increasing the cost of funding to BMO or reducing the effective return on its capital. All loan repayments shall be made free and clear of any present and future taxes, withholdings or any other deductions. Upon the occurrence of any event which is deemed, in BMO's sole discretion, to increase risk to BMO in respect of any Facility, BMO may review the pricing of any Facility.

Indemnification: The Borrower and each Guarantor jointly and severally (solidarily) agree to indemnify BMO from and against any and all losses, claims, damages and liabilities arising from activities under or contemplated under this Letter of Agreement, any Facility or the Security other than those arising solely as a result of BMO's gross negligence or wilful misconduct.

Interest on Advances: Interest on Advances, including those subject to the Prime Rate and subject to US Base Rate, shall be calculated on the basis of the actual number of days elapsed over a year of 365 or 366 days, as the case may be.

Joint and Several: Where more than one person is liable as Borrower or Guarantor for any obligation under or in connection with this Letter of Agreement, then the liability of each such person for such obligation is joint and several (solidary) with each other such person.

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

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

Notice provision: Any notice or other communication required or permitted to be given to a party under this Letter of Agreement shall be in writing and may be delivered personally or sent by mail to (i) the address for BMO provided on the first page of this Letter of Agreement, if sent to BMO, (ii) the address for the Borrower provided on the first page of this Letter of Agreement, if sent to the Borrower, and (iii) the address for a Guarantor contained in BMO's records, if sent to a Guarantor. A notice or other communication delivered personally shall be deemed received when delivered to the receiving party, if delivered on a Business Day, and on the next Business Day following otherwise, and a notice or other communication delivered by mail shall be deemed received on the fifth Business Day after sending.

Repayment Recognition: Any payments to be paid on a non-Business Day may, at BMO's discretion, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon.

Review: BMO retains the right to review the Facilities at any time and at least annually.

SCHEDULE C - CONDITIONS PRECEDENT TO ADVANCES

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

SCHEDULE D – COVENANTS

1. Payment of all indebtedness due in connection with this Letter of Agreement or any Facility
2. Maintenance of corporate existence and status, if applicable
3. Payment of all taxes when due (including, without limitation, corporate, GST, HST, sales tax and withholdings)
4. Compliance with all laws, regulations and applicable permits or approvals (including health, safety and employment standards, labour codes and environmental laws)
5. Compliance with all material agreements
6. Maintenance of property and assets in good working condition
7. Use of proceeds to be consistent with the approved purpose
8. Notices of death of Borrower or Guarantor, default, material litigation, and regulatory proceedings to be provided to BMO on a timely basis
9. Access by BMO to books and records; BMO to have right to inspect property to which its security applies
10. No assumption of additional indebtedness or guarantee obligations by Borrower without prior written consent of BMO
11. No liens or encumbrances on any assets except with the prior written consent of BMO
12. No change of control or ownership without the prior written consent of BMO
13. No disposition of property or assets (except in the ordinary course of business) without the prior written consent of BMO
14. No material acquisitions, hostile takeovers, mergers or amalgamations without BMO's prior written approval
15. The Borrower will not, without the BMO's prior written consent, enter into any material lease or amend any material lease.
16. The Borrower will not, without the BMO's prior written consent, request or accept any prepayments of rent pursuant to any Lease except for the last month's rent

SCHEDULE E - REPRESENTATIONS AND WARRANTIES

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

SCHEDULE F - EVENTS OF DEFAULT

1. Failure to pay any interest, principal, fees or other amounts due in connection with this Letter of Agreement or any of the Facilities
2. Breach by the Borrower or any Guarantor of any covenant or agreement under or in connection with this Letter of Agreement or any of the Facilities
3. The occurrence of an event of default under any document executed in connection with a Facility or any of the Security
4. Inaccurate or false representations or warranties made by the Borrower or any Guarantor under or in connection with this Letter of Agreement
5. The Letter of Agreement or any document executed in connection therewith or in connection with a Facility or the Security is repudiated by the Borrower or any Guarantor or is no longer in force and effect
6. The Borrower or any Guarantor (i) becomes insolvent, (ii) is unable generally to pay its debts as they become due, (iii) makes a proposal in bankruptcy or files a notice of intention to make such a proposal, (iv) makes an assignment in bankruptcy, (v) brings a court action to have itself declared insolvent or bankrupt, or another person brings an action for such a declaration, or (vi) defaults under any payment obligation to another creditor or breaches any agreement with another creditor in respect of a payment obligation
7. A material adverse change occurs in the financial condition, business, property or prospects of the Borrower or any Guarantor, as determined by BMO
8. Death of Borrower or any Guarantor, if such Borrower or Guarantor is an individual.
9. Change of ownership or control occurs without BMO's prior consent
10. A material judgment is made against the Borrower or any Guarantor by any court of competent jurisdiction and such judgment is not either (i) actively and diligently appealed and execution thereof stayed, or (ii) paid or otherwise satisfied, in each case within 30 days of the rendering of such judgment

Letter of Agreement – Amendment & Restatement

BMO  Bank of Montreal

121-10TH AVENUE S PO BOX 489,
CARSTAIRS, AB T0M 0N0

August 15, 2018

1652563 ALBERTA LTD.
CARSTAIRS, ALBERTA T0M 0N0

Attention: Courtney, Jerry and Sandi,]

LETTER OF AGREEMENT – AMENDMENT & RESTATEMENT

Bank of Montreal (“**BMO**”) is pleased to provide this amended and restated Letter of Agreement with respect to the credit Facilities (each a “**Facility**” and collectively, the “**Facilities**”) described herein. The letter (the “**Letter of Agreement**”) amends and restates the existing Letter of Agreement dated June 18, 2018] (the “**Prior Letter**”). The Facilities are offered (or continue to be offered, as applicable) on the terms and conditions set out in this Letter of Agreement. The Schedules listed below and attached form part of this Letter of Agreement.

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

In this Letter of Agreement, certain capitalized terms are defined in Schedule A hereto. Please refer to Schedule A for the meaning of such terms.

Borrower(s): 1652563 ALBERTA LTD.
(the “**Borrower**”)

Guarantor(s): SANDI ROBERTS, JERRY D. ROBERTS, COURTNEY MOFFATT,
(the “**Guarantor(s)**”)

Total Facility Limit: The total approved amount of all facilities shall not exceed \$1,494,000.00 at any time.

Facility # 1

Facility Authorization: \$250,000.00 CAD
Type of Loan: Asset and capital financing
Purpose: For general capital requirements
Maximum Amortization: 180 months

Advance Options (each a "Loan" and collectively the "Loans")	Cap Amount	Additional Details
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**Demand Loan
Non
Revolving**

Interest Rate: Prime Rate plus 1.25%. Interest is calculated monthly in arrears, and payable monthly. The Prime Rate in effect as of August 15, 2018 is 3.7%.

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

Blended monthly payments comprising principal and interest to be paid in arrears, on the last day of each month. The amount of the payment will be initially determined based on the Loan amount, amortization and the interest rate in effect at the time of the Advance. Subject to review at BMO's sole discretion.

OR

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

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

Other:

**Fixed Rate
Term Loan**

Interest Rate: To be determined at time of Advance. By way of reference only, the rate in effect as of August 15, 2018 for a two year term is 4.89% per annum; and the rate is valid for 10 days, and thereafter subject to change at BMO's sole discretion from time to time.

Notwithstanding the foregoing and unless otherwise prohibited by law, if the Loan is not paid in full with interest at the Maturity Date, the Loan

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shall bear interest at a rate per annum equal to the sum of 3% plus the Prime Rate, determined and accrued daily and compounded monthly, not in advance, on the outstanding balance, from the Maturity Date and both before and after demand and both before and after judgment until actual payment in full.

Repayment Terms: Equal monthly principal payments and monthly interest, to be collected separately on the last day of each month. The amount of the payments will be determined based on the Loan amount, payment frequency, amortization, and term.

OR

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

The balance of the Loan then outstanding, together with all accrued and unpaid interest, shall be due and payable at the end of the term of the Loan.

Prepayment Terms: May not be prepaid, in whole or in part, prior to the maturity date.

Maximum Term: ⁵ [XX] years

Maturity Date: The last day of the month determined based on the term selected and the date of advance.

Other:

The aggregate of all outstanding Advances under this Facility shall at no time exceed the Facility Authorization for this Facility.

Each Loan under this Facility shall be a separate Loan, shall be non-revolving and shall be permanently reduced by any repayments or payments by the Borrower.

At the request of the Borrower, the rate may be fixed up to 45 days before the Advance is made. If requested, the Borrower shall pay a refundable rate reservation fee of 1% of the principal amount of the Advance, which fee will be refunded to the Borrower on the day the Advance is made. In the event that the Advance is cancelled by the Borrower, such fee will not be refunded to the Borrower.

The Borrower shall give to BMO 5 Business Days notice with respect to any request for a Loan under this Facility.

Facility # 2

Facility Authorization: \$1,200,000.00 CAD

Type of Loan: Operating Demand Loan

Purpose: Operating Financing

Interest Rate: Prime Rate plus 1.25%. Interest is calculated monthly in arrears, and payable monthly on the last day of each month. The Prime Rate in effect as of August 15, 2018 is 3.7%.

Repayments: Repayable on demand

Facility Fee: \$300.00 per month. This is the fee for the loan and does not include other account fees. Refer to our Better Banking Guide for other applicable fees.

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

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

Facility # 3

Facility Authorization: \$14,000.00 CAD

Type of Loan: Letter of Credit, Documentary Credit or Letter of Guarantee

Purpose: To pay out Letter of Credit held with MVCU.

Repayments: To be reduced and/or cancelled in normal course.

Interest Rate: Standard pricing as determined by BMO Capital Markets..

Maximum Term: 12 months from the date of issue. Renewals as required.

Drawdown Conditions: The Borrower may request the issuance of Letters of Credit, in a form reasonably acceptable to BMO, at any time and from time to time. Each Letter of Credit shall expire at or prior to the close of business on the date that is one year after the date of the issuance of such Letter of Credit.

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Commissions and Fees: Advised based on specifics of request and Trade Finance client fee schedule.

Terms and Conditions: Per Indemnity Agreement

Facility # 4

Facility Authorization: \$30,000.00 CAD

Type of Loan: Corporate MasterCard^{Â®}

Purpose: Operating Financing

Interest Rate: As determined by Corporate MasterCard Agreement.

Repayments: As determined by Corporate MasterCard Agreement.

Facility Fee: As determined by Corporate MasterCard Agreement.

Â® MasterCard is a registered trademark of MasterCard International Incorporated. Used under license.

Conditions Precedent to Advances:

BMO will have no obligation to make any advance to the Borrower unless and until each of the conditions set out below and in Schedule C has been completed to BMO's satisfaction

1. Receipt of satisfactory legal opinions relating to all matters considered relevant by BMO including, without limitation, the due authorization, execution, delivery and enforceability of the Loan and Security documentation by and against the Borrower and each Guarantor, if any.
2. Satisfactory review by BMO (or, at BMO's option and the Borrower's expense, an insurance consultant) of insurance policies issued to the Borrower and each Guarantor, if any, and compliance with any changes required to satisfy BMO's insurance requirements.
3. Receipt of all documents and legal opinions required by BMO with respect to the beneficial (true) owner of the Mortgaged Property and the charge of such interest delivered by such owner to BMO.
4. Receipt of satisfactory Environmental Review, Compliance Certificate and Indemnity for Mortgaged Property executed by the Borrower in favour of BMO.
5. Satisfactory review (site visit) of the Mortgaged Property, and the condition of the improvements thereon.
6. Receipt of satisfactory appraisal of SW 13-34-5W5th Plan 8311528 (5079 Township Road 342A). from an appraiser or agrologist satisfactory to BMO confirming a minimum market value of \$825,000.00, together with a letter by the appraiser or agrologist addressed to BMO confirming that BMO may rely on the appraisal for financing purposes.
7. Receipt of satisfactory appraisal of Lot 5-8 Block 28 Plan 3845C0 from an appraiser or agrologist satisfactory to BMO confirming a minimum market value of \$450,000.00, together with a letter by the appraiser or agrologist addressed to BMO confirming that BMO may rely on the appraisal for financing purposes.
8. A postponement from NextGear Capital and Wells Fargo if financing is to be retained with them.
9. Postponement and subordination agreement for Shareholder loans and all other General Security Agreements.
10. Operating Demand Loan can be fully advanced for \$1,200,000 prior to obtaining the collateral mortgage over commercial property (Lot 5-8 Block 28 Plan 3845C0).

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Covenants

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

Additional Covenants:

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

1. The Borrower will not, without BMO's prior written consent, participate in any retrofit project or energy or water efficiency project affecting the Mortgaged Property which would have the effect of creating a lien, hypothec or other interest (including, but without limitation, a local improvement charge or similar interest) in the Mortgaged Property ranking, or potentially ranking, in priority to or *pari passu* with the interest of BMO in the Mortgaged Property, whether or not such project is sponsored or endorsed by a municipal or other government, governmental organization or utility.

Security:

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

1. Insurance on a "Fire and Extended Coverage" or "All Risks" basis must be arranged (with satisfactory evidence thereof delivered to BMO) satisfactory to BMO for the full insurable or replacement value with loss payable to BMO. The policy is to contain the Standard Mortgage Clause. A copy of the policy is to be provided.
2. Registered first-ranking All Indebtedness/Collateral Mortgage in the amount of \$825,000.00 registered over SW 13-34-5W5th Plan 8311528 (5079 Township Road 342A). (the "Mortgaged Property") with appropriate enabling resolutions and documentation.
3. Section 427 Security over inventories – registered in first position (vehicles).
4. Registered first-ranking All Indebtedness/Collateral Mortgage in the amount of \$500,000.00 registered over Lot 5-8 Block 28 Plan 3845C0 (the "Mortgaged Property") with appropriate enabling resolutions and documentation.
5. \$1,464,000.00 Personal guarantee from Jerry & Sandi Roberts.
6. \$1,464,000.00 Personal guarantee from Courtney Moffatt.
7. Registered General Security Agreement ("GSA") providing BMO with a security interest over all present and after-acquired personal/movable property of the Borrower with a First ranking for Machinery and Equipment, CDN Accounts Receivable.
8. Postponement and subordination agreement for Shareholder loans and all other General Security Agreements.

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

Reporting Requirements:

<p>Annual</p>	<p>Borrower is required to provide all necessary information within 120 days of fiscal year end to complete annual review of credit facility/facilities, including, but not limited to:</p> <ul style="list-style-type: none"> • Financial Statements (minimum Notice to Reader quality) along with Corporate Tax Return. • Corporate Notice of Assessment. • Updated Personal Net Worth Statement for all guarantors.
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	<p>Accompanied by confirmation of personal assets.</p> <ul style="list-style-type: none"> • T1 General and Notice of Assessment for all guarantors. • Inventory Listing. • A/R Listing. <p>Such other information as the bank may require for the review.</p>
<p>Quarterly</p>	<p>Operating line is to be monitored on a quarterly basis. Monitoring will be over:</p> <ul style="list-style-type: none"> -Quarterly Sales - long -Quarterly inventory listing of vehicle and trailer inventory (showing purchase date) -Quarterly inventory listing of parts inventory (showing purchase date) -Quarterly AR and AP listings <p>Any inventory that stays with the company over 90 days will not count towards inventory.</p>

A \$100 per month fee will be applied for non compliance with reporting requirements. The application of this fee does not waive the default condition.

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

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

Representations and Warranties:

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

Events of Default:

Each of the events set out in Schedule F shall constitute an event of default in respect of this letter of agreement and each of the facilities. The inclusion of these events of default shall not in any way affect the right of BMO to make demand for payment at any time under any facility that is stated to be a demand facility.

Upon the occurrence of any Event of Default, (i) BMO may accelerate the payment of principal and interest under, and cancel any undrawn portion of, any Facility, (ii) the ability of the Borrower to obtain further Advances under any Facility under this Letter of Agreement shall immediately terminate, (iii) BMO may, by written notice to the Borrower, declare the Advances outstanding under any Facility to be immediately due and payable, and (iv) BMO may review the pricing of any Facility. The rights of BMO on the occurrence of an Event of Default shall not limit any of its other rights under or in connection with this Letter of Agreement or any of the Facilities to terminate or demand payment of, or cancel or restrict the availability of any unutilized portion of, any demand or other discretionary Facility made available under this Letter of

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Agreement.

Other Fees:

A one-time fee ("Fee") of \$0 is payable by the Borrower to BMO upon acceptance of this Letter of Agreement. This fee is deemed to be earned by BMO upon acceptance of this Letter of Agreement, to compensate for time, effort and expense incurred by BMO in authorizing these Facilities.

Credit renewal fees will be payable as advised by BMO annually; at the date of this letter such fees are estimated to be \$1,500.00

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

Banking Services:

The Borrower shall maintain its Bank Accounts, solely with the BMO.

Cash Management Services:

BMO will provide Non-Credit and Cash Management Banking Services to the Borrower. BMO's commercial On-Line Banking for Business platform (OLBB) will be implemented at a cost of \$20.00 per month upon opening of Current Account(s). BMO's Cash Management Specialist will contact the Borrower at the time of account opening to discuss optional Cash Management features such as Electronic Funds Transfer (EFT), Electronic Wire Payments and Deposit Edge Service. The BMO's objective is to provide a package of services that are tailored to meet both the current and future needs of the Borrower and that are provided in a cost efficient operating environment.

Commercial Loan Insurance Plan:

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

Governing Law:

Province or Territory of Alberta and the federal laws of Canada applicable therein.

Schedules:

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

- Schedule A – Definitions
- Schedule B – General Terms & Conditions
- Schedule C – Conditions Precedent to Advances
- Schedule D – Covenants
- Schedule E – Representations and Warranties
- Schedule F – Events of Default

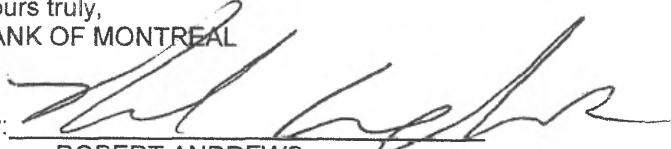
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This Letter of Agreement amends and restates, without novation, the Prior Letter, as of June 18, 2018], without prejudice to the effect of the terms of the Prior Letter or to any actions taken under or pursuant to the Prior Letter prior to such date. The entry into effect of this Letter of Agreement shall not be deemed to waive or limit any of BMO's rights in respect of any Event of Default then existing under the Prior Letter or any Event of Default under this Letter of Agreement which exists because of matters occurring prior to such effective date, whether or not known to BMO.

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

Please indicate your acceptance of the terms and conditions hereof by signing and returning one copy of this Letter of Agreement (and making payment of the above noted fee, if applicable) to BMO no later than September 30, 2018]. If your acceptance of this Letter of Agreement is not received by BMO by that date, BMO shall have no obligation to proceed with any of the Facilities.

Yours truly,
BANK OF MONTREAL

By: 
Name: ROBERT ANDREWS
Title: Relationship Manager

Accepted and agreed to this 13 day of Sept, 2018

BORROWER(S)

1652563 ALBERTA LTD.

Signature: 

Name: Country Robbitt

Title: President

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GUARANTOR(S)

Witness: *Rob Andrews* Signature: *Sandi Roberts*
Name: Rob Andrews Name: **SANDI ROBERTS**

Witness: *Rob Andrews* Signature: *Jerry D. Roberts*
Name: Rob Andrews Name: **JERRY D. ROBERTS**

Witness: *Rob Andrews* Signature: *Courtney Moffatt*
Name: Rob Andrews Name: **COURTNEY MOFFATT**

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SCHEDULE A - DEFINITIONS

- Advances: Each borrowing by the Borrower and any reference to the amount of Advances shall mean the aggregate principal amount of all outstanding Advances
- Business Day: Any day that is not a Saturday, Sunday or other day on which BMO is authorized or required by applicable law in the applicable Province or Territory to remain closed.
- Mortgaged Property: Includes the real/immovable property described in this Letter of Agreement and in any Mortgages/Hypothec, all appurtenances thereto and all estates and interests therein, and includes all buildings, plant, machinery, crops, erections and improvements, fixed or otherwise, present or future, built, grown, placed or put thereon including all fences, heating equipment, plumbing equipment, antennae, radiators, mirrors, air-conditioning equipment, ventilating equipment, fire alarm and protective systems, lighting and lighting fixtures, hay racks, barn fixtures, milking machine equipment, water tanks, pumps and windmills, water bowls and pipes, feed boxes, litter carriers and tracks, mobile homes affixed to the real property, furnaces, boilers, oil burners, stokers, water heating equipment, cooking and refrigeration equipment, window blinds, floor coverings, storm windows, storm doors, window screens, door screens, shutters and awnings, all apparatus and equipment appurtenant thereto, and all other fixtures and accessions of any kind or nature.
- Overdraft Rate: The annual rate of interest established from time to time by BMO as the interest rate it will use to calculate the interest payable on overdrawn accounts and designated by BMO as the "Overdraft Rate".
- Prime Rate: On any day, the annual rate of interest established by BMO and in effect on such day as the reference rate used to determine the rate of interest charged on Canadian dollar loans to commercial customers in Canada, and designated by BMO as its "Prime Rate".
- US Base Rate: On any day, the floating annual rate of interest established by BMO and in effect on such day as the reference rate used to determine the rate of interest charged on U.S. dollar loans to commercial customers in Canada, and designated by BMO as its "US Base Rate".

SCHEDULE B - GENERAL TERMS AND CONDITIONS

- Assignment:** This Letter of Agreement shall be binding upon and enure to the benefit of the parties and their respective successors and permitted assigns. The Borrower shall not assign any of its rights or obligations hereunder without the prior written consent of BMO. BMO may assign all or part of its rights or obligations under this Letter of Agreement or in respect of any Facility or any Security to any person.
- Confidentiality:** The Borrower and each Guarantor agrees that, without the prior written consent of BMO, it shall not provide this Letter of Agreement to, nor discuss the terms and structure of this offering with, any party other than its employees, lawyers and financial advisors (but not commercial lenders). The Borrower and each Guarantor consents to the release of information provided to BMO in connection with this Letter of Agreement and the Facilities to BMO Financial Group business groups, affiliates and subsidiaries for the purpose of assisting BMO in supporting the Borrower with its strategic plans.
- Conflicts:** All terms and conditions of BMO's usual and customary security documents and supporting documents shall be deemed to be incorporated in and form part of this commitment. In the event of any conflict or inconsistency between this Letter of Agreement and the terms of any security or supporting document given in connection with this Letter of Agreement, any Facility or the Security, the terms of the Security shall prevail.
- Entire Agreement; Waivers; Severability; Amendments:** This Letter of Agreement supersedes and replaces all prior discussions, letters and agreements (if any) describing the terms and conditions of the facilities contained in this Letter of Agreement. This Letter of Agreement does not, however, serve to operate as a novation. To the extent necessary, BMO reserves all of its rights in respect of any security that has previously been granted to secure the obligations with respect to the Facilities. The failure of BMO to require performance by the Borrower or any Guarantor of any provision of this Letter of Agreement shall in no way affect the right thereafter to enforce such provision; nor shall the waiver by BMO of any breach of any covenant, condition or proviso of this Letter of Agreement be taken or held to be a waiver of any further breach of the same covenant, condition or proviso. If any provision of this Letter of Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision and the remainder of this Letter of Agreement shall continue in full force and effect. No change or modification of this Letter of Agreement is binding upon the parties unless it is in writing and signed by all parties.
- Evidence of Debt:** The Borrower acknowledges that the actual recording of the amount of any advance or repayment under the Facilities, and interest, fees and other amounts due in connection with the Facilities, in the accounts of the Borrower maintained by BMO, shall constitute prima facie evidence of the Borrower's indebtedness and liability from time to time under this Letter of Agreement; provided that the obligation of the Borrower to pay or repay any indebtedness and liability in accordance with this Letter of Agreement shall not be affected by the failure of BMO to make such recording
- Expenses:** All costs and expenses incurred by BMO in establishing, documenting and operating the Facilities (including, but not limited to, legal, appraisal and consulting fees and costs) and in connection with the enforcement of the loan documentation are for the account of the Borrower and the Borrower agrees to pay the same in full whether or not this transaction is completed as contemplated herein.
- Increased Costs, Taxes, Risks, etc.:** The Borrower will reimburse any costs BMO incurs in performing its obligations under the Facilities resulting from any change in law, including any reserve or special deposit requirement or any tax or capital requirement or any change in the compliance of BMO therewith, that has the effect of increasing the cost of funding to BMO or reducing the effective return on its capital. All loan repayments shall be made free and clear of any present and future taxes, withholdings or any other deductions. Upon the occurrence of any event which is deemed, in BMO's sole discretion, to increase risk to BMO in respect of any Facility, BMO may review the pricing of any Facility.

Indemnification: The Borrower and each Guarantor jointly and severally (solidarily) agree to indemnify BMO from and against any and all losses, claims, damages and liabilities arising from activities under or contemplated under this Letter of Agreement, any Facility or the Security other than those arising solely as a result of BMO's gross negligence or wilful misconduct.

Interest on Advances: Interest on Advances, including those subject to the Prime Rate and subject to US Base Rate, shall be calculated on the basis of the actual number of days elapsed over a year of 365 or 366 days, as the case may be.

Joint and Several: Where more than one person is liable as Borrower or Guarantor for any obligation under or in connection with this Letter of Agreement, then the liability of each such person for such obligation is joint and several (solidary) with each other such person.

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

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

Notice provision: Any notice or other communication required or permitted to be given to a party under this Letter of Agreement shall be in writing and may be delivered personally or sent by mail to (i) the address for BMO provided on the first page of this Letter of Agreement, if sent to BMO, (ii) the address for the Borrower provided on the first page of this Letter of Agreement, if sent to the Borrower, and (iii) the address for a Guarantor contained in BMO's records, if sent to a Guarantor. A notice or other communication delivered personally shall be deemed received when delivered to the receiving party, if delivered on a Business Day, and on the next Business Day following otherwise, and a notice or other communication delivered by mail shall be deemed received on the fifth Business Day after sending.

Repayment Recognition: Any payments to be paid on a non-Business Day may, at BMO's discretion, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon.

Review: BMO retains the right to review the Facilities at any time and at least annually.

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SCHEDULE C - CONDITIONS PRECEDENT TO ADVANCES

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

SCHEDULE D - COVENANTS

1. Payment of all indebtedness due in connection with this Letter of Agreement or any Facility
2. Maintenance of corporate existence and status, if applicable
3. Payment of all taxes when due (including, without limitation, corporate, GST, HST, sales tax and withholdings)
4. Compliance with all laws, regulations and applicable permits or approvals (including health, safety and employment standards, labour codes and environmental laws)
5. Compliance with all material agreements
6. Maintenance of property and assets in good working condition
7. Use of proceeds to be consistent with the approved purpose
8. Notices of death of Borrower or Guarantor, default, material litigation, and regulatory proceedings to be provided to BMO on a timely basis
9. Access by BMO to books and records; BMO to have right to inspect property to which its security applies
10. No assumption of additional indebtedness or guarantee obligations by Borrower without prior written consent of BMO
11. No liens or encumbrances on any assets except with the prior written consent of BMO
12. No change of control or ownership without the prior written consent of BMO
13. No disposition of property or assets (except in the ordinary course of business) without the prior written consent of BMO
14. No material acquisitions, hostile takeovers, mergers or amalgamations without BMO's prior written approval
15. The Borrower will not, without the BMO's prior written consent, enter into any material lease or amend any material lease.
16. The Borrower will not, without the BMO's prior written consent, request or accept any prepayments of rent pursuant to any Lease except for the last month's rent

SCHEDULE E - REPRESENTATIONS AND WARRANTIES

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

SCHEDULE F - EVENTS OF DEFAULT

1. Failure to pay any interest, principal, fees or other amounts due in connection with this Letter of Agreement or any of the Facilities
2. Breach by the Borrower or any Guarantor of any covenant or agreement under or in connection with this Letter of Agreement or any of the Facilities
3. The occurrence of an event of default under any document executed in connection with a Facility or any of the Security
4. Inaccurate or false representations or warranties made by the Borrower or any Guarantor under or in connection with this Letter of Agreement
5. The Letter of Agreement or any document executed in connection therewith or in connection with a Facility or the Security is repudiated by the Borrower or any Guarantor or is no longer in force and effect
6. The Borrower or any Guarantor (i) becomes insolvent, (ii) is unable generally to pay its debts as they become due, (iii) makes a proposal in bankruptcy or files a notice of intention to make such a proposal, (iv) makes an assignment in bankruptcy, (v) brings a court action to have itself declared insolvent or bankrupt, or another person brings an action for such a declaration, or (vi) defaults under any payment obligation to another creditor or breaches any agreement with another creditor in respect of a payment obligation
7. A material adverse change occurs in the financial condition, business, property or prospects of the Borrower or any Guarantor, as determined by BMO
8. Death of Borrower or any Guarantor, if such Borrower or Guarantor is an individual.
9. Change of ownership or control occurs without BMO's prior consent
10. A material judgment is made against the Borrower or any Guarantor by any court of competent jurisdiction and such judgment is not either (i) actively and diligently appealed and execution thereof stayed, or (ii) paid or otherwise satisfied, in each case within 30 days of the rendering of such judgment

Letter of Agreement – Amendment & Restatement

BMO  Bank of Montreal

121-10th Ave S PO Box 489,
Carstairs, Alberta T0M 0N0

February 07, 2020

1652563 Alberta Ltd.,
Carstairs, Alberta T0M 0N0

Attention: Courtney, Jerry and Sandi]

LETTER OF AGREEMENT – AMENDMENT & RESTATEMENT

Bank of Montreal (“BMO”) is pleased to provide this amended and restated Letter of Agreement with respect to the credit Facilities (each a “Facility” and collectively, the “Facilities”) described herein. The letter (the “Letter of Agreement”) amends and restates the existing Letter of Agreement dated June 18, 2018 signed by the borrower June 18, 2018 as amended by prior amending letters August 15, 2018 signed by the borrower September 13, 2018] (the “Prior Letter”). The Facilities are offered (or continue to be offered, as applicable) on the terms and conditions set out in this Letter of Agreement. The Schedules listed below and attached form part of this Letter of Agreement.

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

Borrower: 1652563 Alberta Ltd.
(the “Borrower”)

Guarantors: Courtney Moffatt, Jerry D. Roberts, Sandi Roberts
(the “Guarantor(s)”)

Total Facility Limit: The total approved amount of all facilities shall not exceed \$1,630,447.25 at any time.

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Facility # 1

Facility Authorization: \$800,000.00 CAD

Type of Loan: Asset and capital financing

Purpose: Paying out/Terming out: \$600,000.00 existing BMO Overdraft Lending Product + \$30,000.00 BMO Corporate MasterCard (The excess would be paid from client injection into the company.) + Pay out 2 leases totaling \$93,000.00 approx (one over a 2019 Expedition (Valued around \$65,000.00, and the other over a 2019 Jaguar F Pace valued around \$65,000.00) +-\$16,000.00 approx Wells Fargo + \$61,000.000 to D+D Sales.

Maximum Amortization: 120 months

Advance Options (each a "Loan" and collectively the "Loans")	Cap Amount	Additional Details
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**Demand Loan
Non
Revolving**

Interest Rate: Prime Rate plus 2.25%. Interest is calculated monthly in arrears, and payable monthly. The Prime Rate in effect as of February 07, 2020 is 3.95%.

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

Blended monthly payments comprising principal and interest to be paid in arrears, on the last day of each month. The amount of the payment will be initially determined based on the Loan amount, amortization and the interest rate in effect at the time of the Advance. Subject to review at BMO's sole discretion.

OR

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

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

**Fixed Rate
Term Loan**

Type of Loan: Closed Term Loan

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Interest Rate: To be determined at time of Advance. By way of reference only, the rate in effect as of February 07, 2020 for a 2 year term is 5.68% per annum; and the rate is valid for 14 days, and thereafter subject to change at BMO's sole discretion from time to time.

Notwithstanding the foregoing and unless otherwise prohibited by law, if the Loan is not paid in full with interest at the Maturity Date, the Loan shall bear interest at a rate per annum equal to the sum of 3% plus the Prime Rate, determined and accrued daily and compounded monthly, not in advance, on the outstanding balance, from the Maturity Date and both before and after demand and both before and after judgment until actual payment in full.

Repayment Terms: Equal monthly principal payments and monthly interest, to be collected separately on the last day of each month. The amount of the payments will be determined based on the Loan amount, payment frequency, amortization, and term.

OR

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

The balance of the Loan then outstanding, together with all accrued and unpaid interest, shall be due and payable at the end of the term of the Loan.

Prepayment Terms: *Closed Term Loan Only*

May not be prepaid, in whole or in part, prior to the maturity date.

Maximum Term: 1-2 years

Maturity Date: The last day of the month determined based on the term selected and the date of advance.

The aggregate of all outstanding Advances under this Facility shall at no time exceed the Facility Authorization for this Facility.

Each Loan under this Facility shall be a separate Loan, shall be non-revolving and shall be permanently reduced by any repayments or payments by the Borrower.

At the request of the Borrower, the rate may be fixed up to 45 days before the Advance is made. If requested, the Borrower shall pay a refundable rate reservation fee of 1.00% of the principal amount of the

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Advance, which fee will be refunded to the Borrower on the day the Advance is made. In the event that the Advance is cancelled by the Borrower, such fee will not be refunded to the Borrower.

The Borrower shall give to BMO 5 Business Days notice with respect to any request for a Loan under this Facility.

Facility # 2

Facility Authorization: \$230,447.25 CAD
Type of Loan: Asset and capital financing
Purpose: To purchase 419 10 Ave S Carstairs Alberta
Maximum Amortization: 165 months

Advance Options (each a "Loan" and collectively the "Loans")	Cap Amount	Additional Details
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**Demand Loan
Non
Revolving**

Interest Rate: Prime Rate plus 2.25%. Interest is calculated monthly in arrears, and payable month. The Prime Rate in effect as of February 07, 2020 is 3.95%.

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

Blended monthly payments comprising principal and interest to be paid in arrears, on the last day of each month. The amount of the payment will be initially determined based on the Loan amount, amortization and the interest rate in effect at the time of the Advance. Subject to review at BMO's sole discretion.

OR

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

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

Fixed Rate

Type of Loan: Closed Term Loan

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Term Loan

Interest Rate: To be determined at time of Advance. By way of reference only, the rate in effect as of February 07, 2020 for a year term is 5.68% per annum; and the rate is valid for 14 days, and thereafter subject to change at BMO's sole discretion from time to time.

Notwithstanding the foregoing and unless otherwise prohibited by law, if the Loan is not paid in full with interest at the Maturity Date, the Loan shall bear interest at a rate per annum equal to the sum of 3% plus the Prime Rate, determined and accrued daily and compounded monthly, not in advance, on the outstanding balance, from the Maturity Date and both before and after demand and both before and after judgment until actual payment in full.

Repayment Terms: Equal monthly principal payments and monthly interest, to be collected separately on the last day of each month. The amount of the payments will be determined based on the Loan amount, payment frequency, amortization, and term.

OR

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

The balance of the Loan then outstanding, together with all accrued and unpaid interest, shall be due and payable at the end of the term of the Loan.

Prepayment Terms: *Closed Term Loan Only*

May not be prepaid, in whole or in part, prior to the maturity date.

Maximum Term: 1-5 years

Maturity Date: The last day of the month determined based on the term selected and the date of advance.

Other:

The aggregate of all outstanding Advances under this Facility shall at no time exceed the Facility Authorization for this Facility.

Each Loan under this Facility shall be a separate Loan, shall be non-revolving and shall be permanently reduced by any repayments or payments by the Borrower.

At the request of the Borrower, the rate may be fixed up to 45 days before the Advance is made. If requested, the Borrower shall pay a refundable rate reservation fee of 1.00% of the principal amount of the

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Advance, which fee will be refunded to the Borrower on the day the Advance is made. In the event that the Advance is cancelled by the Borrower, such fee will not be refunded to the Borrower.

The Borrower shall give to BMO 5 Business Days notice with respect to any request for a Loan under this Facility.

Facility # 3

Facility Authorization: \$600,000.00 CAD

Type of Loan: Operating Demand Loan

Purpose: Operating Financing

Interest Rate: Prime Rate plus 2.25%. Interest is calculated monthly in arrears, and payable monthly on the last day of each month. The Prime Rate in effect as of February 07, 2020 is 3.95%.

Repayments: Repayable on demand

Facility Fee: \$150.00 per month. This is the fee for the loan and does not include other account fees. Refer to our Better Banking Guide for other applicable fees.

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

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

Conditions Precedent to Advances:

BMO will have no obligation to make any advance to the Borrower unless and until each of the conditions set out below and in Schedule C has been completed to BMO's satisfaction

1. Completion of all loan and account documents and all Security as outlined below.
2. Compliance with all covenants, representations and warranties in all loan documents and Security.
3. Receipt of all information necessary for BMO to comply with all legal and internal requirements in respect of money laundering and proceeds of crime legislation, and "know your customer" requirements.
4. Satisfactory review by BMO of insurance policies issued to the Borrower and each Guarantor, if any, and compliance with any changes required to satisfy BMO's insurance requirements.
5. Confirmation that no default or breach under this Letter of Agreement, any of the loan documents or the Security has occurred.
6. LF9B dated July 06, 2018 signed by Jerry, Sandi & Courtney on hand. Per Note 2: \$165M due to

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Courtney breached with this application per 2019 FS updated to be obtained.

7. 419 10 Ave S Carstairs - confirmation all the taxes are up to date.

Security:

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

Security on hand:

1. Registered General Security Agreement ("GSA")/Moveable Hypothec ("Hypothec") providing BMO with a security interest/hypothec over all present and after-acquired personal/movable property of the Borrower with a First ranking for CDN Accounts Receivable, Machinery and Equipment and inventory.
2. Section 427 over Inventory.
3. Registered first-ranking All Indebtedness in the amount of \$500,000.00 registered over Lot 5-8 Block 28 Plan 3845C0 with the municipal address of 419 10 Ave S, Carstairs, AB, T0M 040 (the "Mortgaged Property") with appropriate enabling resolutions and documentation.
4. \$1,464,000.00 Personal guarantee from Courtney Moffatt.
5. \$1,464,000.00 Joint and Several Personal guarantee from Jerry D. Roberts, Sandi Roberts supported by Registered first-ranking All Indebtedness in the amount of \$825,000.00 registered over SW 13-34-5W5th Plan 8311528 (5079 Township Road 342A). with the municipal address of AB (the "Mortgaged Property") with appropriate enabling resolutions and documentation.

Security to be Released:

1. \$1,464,000.00 Personal guarantee from Courtney Moffatt.
2. \$1,464,000.00 Joint and Several Personal guarantee from Jerry D. Roberts, Sandi Roberts

Security to be Obtained:

1. \$1,645,000.00 Personal guarantee from Courtney Moffatt.
2. \$1,645,000.00 Joint and Several Personal guarantee from Jerry D. Roberts, Sandi Roberts
3. Chattel Mortgage over over a 2019 Expedition and 2019 Jaguar F.

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

Covenants

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

Financial Covenants:

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

Additional Covenants:

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

1. The Borrower will not, without BMO's prior written consent, participate in any retrofit project or energy or water efficiency project affecting the Mortgaged Property which would have the effect of creating a lien, hypothec or other interest (including, but without limitation, a local improvement charge or similar interest) in the Mortgaged Property ranking, or potentially ranking, in priority to or *pari passu* with the interest of BMO in the Mortgaged Property, whether or not such project is sponsored or endorsed by a municipal or other government, governmental organization or utility.

Reporting Requirements:

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<p>Annual</p>	<p>Borrower is required to provide all necessary information within 120 days of fiscal year end to complete annual review of credit facility/facilities, including, but not limited to:</p> <ol style="list-style-type: none"> 1. Financial Statements (minimum Notice to Reader quality) along with Corporate Tax Return. Corporate Notice of Assessment. 2. Updated Personal Net Worth Statement for all guarantors. Accompanied by confirmation of personal assets, T1 General and Notice of Assessment for all guarantors. 3. Inventory Listing. 4. A/R Listing. 5. Such other information as the bank may require for the review.
<p>Quarterly</p>	<p>Operating line is to be monitored on a quarterly basis. Monitoring will be over:</p> <ol style="list-style-type: none"> 1. Quarterly Sales - long 2. Quarterly inventory listing of vehicle and trailer inventory (showing purchase date) 3. Quarterly inventory listing of parts inventory (showing purchase date) 4. Quarterly AR and AP listings 5. Any inventory that stays with the company over 90 days will not count towards inventory.

A \$100.00 per month fee will be applied for non compliance with reporting requirements. The application of this fee does not waive the default condition.

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

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

Representations and Warranties:

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

Noteless Advances:

The Borrower acknowledges that the actual recording of the amount of any advance or repayment thereof under the Facilities, and interest, fees and other amounts due in connection with the Facilities, in an account of the Borrower maintained by BMO, shall constitute *prima facie* evidence of the Borrower's indebtedness

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

Fees:

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

A one-time fee ("Fee") of \$800.00 is payable by the Borrower to BMO upon acceptance of this Letter of Agreement. This fee is deemed to be earned by BMO upon acceptance of this Letter of Agreement, to compensate for time, effort and expense incurred by BMO in authorizing these Facilities.

Credit renewal fees will be payable as advised by BMO annually; at the date of this letter such fees are estimated to be \$2,000.00

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

Banking Services:

The Borrower shall maintain its Bank Accounts, solely with the BMO. Borrower acknowledges that the pricing (including interest, fees and charges) contained in this Letter of Agreement is contingent on the Borrower maintaining all of its operating accounts with BMO. In the event the Borrower does not do so, BMO may, at any time, in its sole discretion and without any requirement to obtain the agreement of, or provide prior notice to the Borrower, increase such pricing.

Treasury & Payment Solutions:

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

Commercial Loan Insurance Plan:

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

Counterparts; Electronic Transmissions:

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

Governing Law:

Alberta and the federal laws of Canada applicable therein.

Schedules:

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

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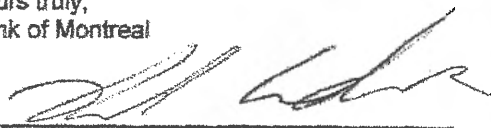
Schedule A – Covenants
Schedule B – Representations and Warranties
Schedule C – Conditions Precedent to Advances

[
This Letter of Agreement amends and restates, without novation, the Prior Letter, as of June 18, 2018 signed by the borrower June 18, 2018 as amended by prior amending letters August 15, 2018 signed by the borrower September 13, 2018], without prejudice to the effect of the terms of the Prior Letter or to any actions taken under or pursuant to the Prior Letter prior to such date. The entry into effect of this Letter of Agreement shall not be deemed to waive or limit any of BMO's rights in respect of any Event of Default then existing under the Prior Letter or any Event of Default under this Letter of Agreement which exists because of matters occurring prior to such effective date, whether or not known to BMO.

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

Please indicate your acceptance of the terms and conditions hereof by signing and returning one copy of this Letter of Agreement (and making payment of the above noted fee, if applicable) to BMO no later than [Feb 29, 2020]. If your acceptance of this Letter of Agreement is not received by BMO by that date, BMO shall have no obligation to proceed with any of the Facilities.

Yours truly,
Bank of Montreal

By: 
Name: Robert Andrews
Title: Relationship Manager

Accepted and agreed to this 10 day of Feb, 2020

Borrower

1652563 Alberta Ltd

Signature: 

Name: Parney Moffitt

Title: Director

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Guarantors

Courtney Moffatt:

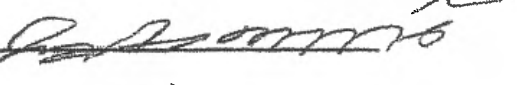
Signature: 

Title: _____

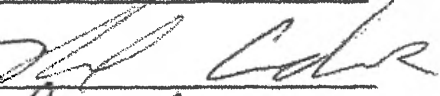
Witness: 

Name: Rob Andrews

Jeery D. Roberts


Signature: 

Title: _____

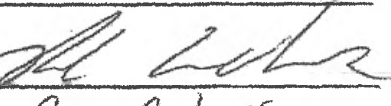
Witness: 

Name: Rob Andrews

Sandi Roberts

Signature: 

Title: _____

Witness: 

Name: Rob Andrews

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SCHEDULE A

COVENANTS

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

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

SCHEDULE B

REPRESENTATIONS AND WARRANTIES

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

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SCHEDULE C

CONDITIONS PRECEDENT TO ADVANCES

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

To the
Bank of Montreal

2519 CARSTAIRS ALTA 121-10TH AVENUE S PO BOX 489 CARSTAIRS, AB T0M0N0

The Bank is hereby requested by the undersigned to grant and continue certain credit facilities (whether by loans, the acceptance of our bills of exchange, or otherwise) and to make loans or advances to the undersigned thereunder on the security of all property of the kind(s) hereinafter described of which the undersigned is now or may thereafter become the owner or in respect of which the undersigned does now have or hereafter may acquire rights, to wit

Note

All inventory and all products stored at our place or places of business and without limiting the generality of the foregoing to include all products and any inventory whatsoever of the company in whatever manner obtained and all supplies used in the company's operations.

and/or on the security of warehouse receipts and/or bills of lading covering such property.

And the undersigned promise(s) and agree(s) to give the Bank security for all loans and advances by the Bank to the undersigned pursuant to this application for credit and promise to give security and any application(s) for credit and promise(s) to give security supplemental hereto, by way of assignment under Section 427 of the Bank Act covering all the property aforesaid which is now or may hereafter be in the place or places hereinafter designated, to wit

419 10 Avenue S, Carstairs, AB T0M 0N0

Note

or in transit thereto or therefrom or in any other place or places in Canada in which any of the said property may be located.

The undersigned promise(s) and agree(s) to give the Bank from time to time and as often as requested by the Bank warehouse receipts and/or bills of lading covering all the property aforesaid or any part thereof which is now or may hereafter be covered by warehouse receipts or bills of lading, as security for all the said loans and advances.

And the undersigned will pay the Bank all costs, charges and expenses which the Bank may incur in enforcing or obtaining payment of the sums of money due to the Bank from the undersigned or in attempting so to do.

The undersigned hereby appoint(s) the person for the time being acting as manager of the above-mentioned branch of the Bank the attorney of the undersigned, on behalf of the undersigned to give from time to time to the Bank any and all security mentioned above and to sign or endorse and deliver any and all instruments and documents in connection therewith.

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The Bank may from time to time take from the undersigned notes representing the said loans and advances or any part thereof; and any notes so taken shall not extinguish or pay the indebtedness created by such loans and advances but shall represent the same only.

No security acquired by the Bank shall be merged in any subsequent security or be taken to be substituted for any security previously acquired.

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

Note DATED at Olds, Alberta the 20 day of JULY, 2018

1652563 Alberta Ltd.

By: 
Name: Courtney Moffatt, President
Title: Authorized Signatory

By: 
Name: Jerry Roberts, Secretary-Treasurer
Title: Authorized Signatory

® Registered trade-marks of Bank of Montreal

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1652563 ALBERTA LTD.
CARSTAIRS, Alberta
Canada T0M0N0
_____, 2018

BMO Bank of Montreal

2519 CARSTAIRS ALTA 121-10TH AVENUE S PO BOX 489 CARSTAIRS, AB T0M0N0
Dear Sirs/Mesdames:

Re: Section 427 *Bank Act* Security Documents

This is your irrevocable authority to do the following acts in connection with our Section 427 *Bank Act* security documents on our behalf and as our duly authorized agents:

1. date them a date that is subsequent to the date of filing of the Notice of Intention to Give Security under Section 427 of the *Bank Act*; and
2. insert all other appropriate reference dates as you see fit.

It is understood and agreed that the Section 427 *Bank Act* security documents described herein shall not become operative and take effect until they have been dated by the Bank as provided above and they shall be deemed to have been delivered and given to the Bank pursuant to Section 427 of the *Bank Act* as of the date designated by the Bank pursuant to paragraph one of this letter.

1652563 Alberta Ltd.

By: 

Name: Courtney Moffitt

Title: Authorized Signatory

By: 

Name: BETSY ROBERTS

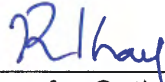
Title: Authorized Signatory

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

JERRY ROBERTS

sworn this 29th day of January, 2021



A Commissioner for Oaths in and for Alberta

Richard Kay

My Commission Expires September 21, 2022

Account #	Principal Balance	Interest and Other	Total	Per Diem
2519-6998-300	\$559,477.08	\$43,258.54	\$602,735.62	\$122.45
5192420000192720.00	\$40,000.00	-nil-	\$40,000.00	-nil-

Summary

Principi Balance:	\$599,477.08
Accrued Interest (up to January 28, 2021):	\$43,258.54
BMO's Legal Fees (up to January 11, 2021):	\$14,225.87
TOTAL (January 28, 2021)	\$656,961.49
Per Diem:	\$122.45

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

JERRY ROBERTS

sworn this 29th day of January, 2021

R. Kay

A Commissioner for Oaths in and for Alberta

Richard Kay

My Commission Expires September 21, 2022

SECURITY AGREEMENT

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

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

419 - 10 Avenue S, Carstairs, Alberta T0M 0N0

2. The Debtor hereby

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

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

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

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

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

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

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

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

5. The Debtor

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) exercise any power or right granted to the Bank hereunder;

(b) enter upon any premises under the control of the Debtor and take possession of the Collateral by any method not prohibited by law;

(c) borrow money by charge against the Collateral for the preservation, processing, maintenance or preparation for sale of the Collateral, or for any other purpose;

(d) realize on and dispose of the Collateral by any method not prohibited by law, and on any terms, whether to the highest bidder or not and whether in the ordinary course of the Debtor's business or not;

(e) execute deeds, enter contracts and otherwise act as the attorney of the Debtor in dealing with the Collateral;

(f) institute, defend, compromise, settle or continue any proceedings relating to the Collateral;

(g) generally, to do any act necessary or convenient to the realization of the Collateral that the Debtor itself could have done.

13. Any and all payments made in respect of the Obligations from time to time and moneys realized from any securities held therefor (including moneys realized on any enforcement of this Security Agreement) may be applied to such part or parts of the Obligations as the Bank may see fit, and the Bank shall at all times and from time to time have the right to change any appropriation as the Bank may see fit.

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

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

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

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

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

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

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

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

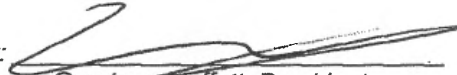
22. The Debtor waives the right to receive any financing statement or financing change statement registered by the Bank and any confirmation of registration or verification statement issued.

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

IN WITNESS WHEREOF this Security Agreement has been executed by the Debtor on the 6th day of July, 2018.

Insert date of execution

1652563 ALBERTA LTD.

By: 
Name: Courtney Moffatt, President
Title: Authorized Signatory

By: 
Name: Jerry Roberts, Secretary-Treasurer
Title: Authorized Signatory

® Registered trade-marks of Bank of Montreal

CORPORATE AUTHORIZING RESOLUTION

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

NOW THEREFORE BE IT RESOLVED THAT:

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

CERTIFICATE

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

I am the Secretary-Treasurer of 1652563 ALBERTA LTD. and I hereby certify that:

Insert the appropriate date

1. the foregoing is a true copy of a resolution duly and properly passed or consented to by the board of directors of the said Company on the 6th day of July, 2018.

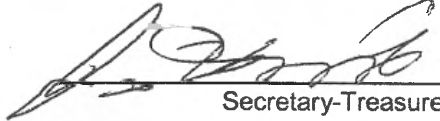
2. the attached Security Agreement is in the form of the draft security agreement referred to in the resolution and has been duly and properly executed by the proper officers of the Company under its corporate seal; and

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

Use applicable clause

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

To be signed by Secretary or
other authorized officer



Secretary-Treasurer

rk

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

JERRY ROBERTS

sworn this 29th day of January, 2021



A Commissioner for Oaths in and for Alberta

Richard Kay

My Commission Expires September 21, 2022



Bank of Montreal

MORTGAGE OF LAND
LAND TITLES ACT (ALBERTA)

Mortgagor:

Name: 1652563 ALBERTA LTD.

Address: Box 2044, Carstairs, Alberta T0M 0N0
(as on title)

Name:

Address:
(as on title)

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

Mortgagee: BANK OF MONTREAL ("BMO")

121 - 10 Avenue, PO Box 489, Carstairs, Alberta T0M 0N0

Mortgaged Land Description:

(attach page(s) if space insufficient)

PLAN 3845CO
BLOCK 28
LOTS 5 TO 8 INCLUSIVE
EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME

Principal Amount Secured: \$500,000.00

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

Term of Mortgage / Payment Provision: Payable in full on demand.

Standard Mortgage Terms: The Mortgagor acknowledges that:

- a) This Mortgage of Land consists of the terms contained herein and is subject to the terms contained in the Standard Form Mortgage that was filed with the Registrar of Land Titles under the *Land Titles Act* as # 161 070 428;

rK

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

Dated: July 6 2018, in the Town of Olds, in the Province of Alberta.

Witness (for individual Mortgagor only)

Mortgagor

Witness (for individual Mortgagor only)

Mortgagor

1652563 ALBERTA LTD.
Corporate Mortgagor

Per: [Signature]

Per: [Signature] c/s

[Signature]
Witness
DANIEL R. McPHERSON
Barrister & Solicitor & Notary Public
ALBERTA - CANADA

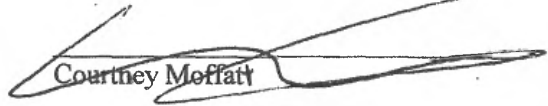
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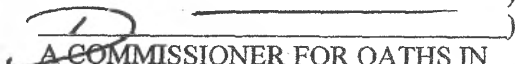
AFFIDAVIT VERIFYING CORPORATE SIGNING AUTHORITY

I, Courtney Moffatt and I, Jerry Roberts, each of the Town of Carstairs, in the Province of Alberta MAKE OATH AND SAY:

1. I am an officer and a director of 1652563 Alberta Ltd. which company is named in the within or annexed instrument.
2. I am authorized by the corporation to execute the instrument without affixing a corporate seal.

SWORN before me at the Town)
of Olds, in the Province of Alberta)
this 6 day of July, 2018)
9th)


Courtney Moffatt


A COMMISSIONER FOR OATHS IN)
AND FOR ALBERTA)


Jerry Roberts

DANIEL R. MCPHERSON
Barrister & Solicitor & Notary Public
ALBERTA - CANADA

rk

CERTIFICATE OF ACKNOWLEDGMENT BY SPOUSE

1. This document was acknowledged before me by _____ apart from her husband (his wife).

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

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

A Commissioner For Oaths in and
For the Province of Alberta

CONSENT OF SPOUSE

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

(Signature of Spouse)

rK

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

161070428

ORDER NUMBER: 40718410

ADVISORY

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

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

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

Filing Number

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

A. TABLE OF CONTENTS

A.	TABLE OF CONTENTS.....	1
B.	DEFINITIONS.....	3
C.	OPERATION OF THE MORTGAGE.....	4
	1. Charge of Mortgaged Land.....	4
	2. Repayment of Principal on Demand.....	4
	3. Restriction on Voluntary Prepayments.....	4
	4. Calculation and Payment of Interest.....	4
	5. Continuing Security.....	5
	6. Divided Parts of Mortgaged Land.....	5
	7. Application of Amounts Paid.....	5
	8. Discharge of Mortgage.....	5
	9. Consolidation of Mortgages.....	5
D.	COVENANTS, REPRESENTATIONS AND WARRANTIES OF MORTGAGOR.....	6
	1. Payment of Principal and Interest.....	6
	2. Observance and Performance of Other Obligations.....	6
	3. Payment of Taxes.....	6
	4. Good Title and Free From Encumbrances.....	6
	5. Insurance.....	6
	6. Payment of Other Encumbrances.....	7
	7. Payment of Expenses.....	7
	8. Compliance with Laws.....	7
	9. Maintain in Good Repair and Avoid Waste.....	7
	10. Environmental Representation and Indemnity.....	8
	11. No Alterations or Change in Use.....	8
	12. No Unapproved Charge or Encumbrance by Mortgagor.....	8
	13. Change in Ownership or Spousal Status.....	8
	14. Expropriation.....	9
	15. Power of Attorney.....	9
	16. Further Assurances.....	9
	17. Business Purposes Only.....	9
	18. No Registration of Condominiums or Strata Title Developments.....	9
	19. Delivery of Information.....	9
	20. No Litigation or Other Proceedings.....	9
	21. Mortgagor a Canadian Resident.....	9
	22. Good Management of Mortgaged Land.....	10
E.	MORTGAGE OF LEASEHOLD INTEREST.....	10
	1. Representations and Warranties.....	10
	2. Covenants Relating to Lease.....	10
	3. Last Day of Term Excepted.....	11
	4. Charge by way of Sublease.....	11
	5. Leasehold Interests.....	11
F.	ASSIGNMENT OF LEASES AND RENTS.....	11
	1. Assignment.....	11
	2. Separate Assignments.....	11
	3. Collection by Mortgagor before Default.....	11
	4. No Liability of Mortgagee and Indemnity by Mortgagor.....	12

rK

5.	Re-assignment.....	12
6.	Application by Mortgagee.....	12
7.	Not Mortgagee in Possession.....	12
G.	CONDOMINIUM OR STRATA TITLE DEVELOPMENT PROVISIONS.....	13
1.	Compliance with Requirements.....	13
2.	Common Expense Payments.....	13
3.	Right of Mortgagee to Pay.....	13
4.	Voting by Mortgagee.....	13
H.	MORTGAGE AS SECURITY FOR A GUARANTEE.....	14
I.	DEFAULT.....	14
J.	REMEDIES OF MORTGAGEE.....	15
1.	Acceleration and Termination of Obligation to Extend Credit.....	15
2.	Right of Entry.....	15
3.	Sale or Lease.....	15
4.	Additional Sale or Lease Provisions.....	16
5.	Attornment.....	16
6.	Right to Distrain.....	16
7.	Judgments and Non-Merger.....	16
8.	Separate Remedies.....	17
9.	Application of Proceeds and Mortgagor's Liability for Deficiency.....	17
10.	Mortgagor's Insolvency Proceedings.....	17
K.	APPOINTMENT OF A RECEIVER.....	17
1.	Appointment.....	17
2.	Powers of Receiver.....	17
3.	Identity of Receiver and Removal.....	18
4.	Receiver as Agent of Mortgagor.....	18
5.	Receivership Expenses.....	18
6.	No Enquiries Required.....	18
L.	MISCELLANEOUS.....	18
1.	Records of Mortgagee.....	18
2.	Revolving Line of Credit.....	18
3.	Assignment and Syndication.....	19
4.	General Indemnity by Mortgagor.....	19
5.	Effect of Sale.....	19
6.	Dealings with the Mortgagor and Others.....	19
7.	Amendments to Mortgage.....	19
8.	Waiver.....	19
9.	Discharge or Assignment.....	20
10.	No Obligation to Advance.....	20
11.	Appointment of Attorney Irrevocable.....	21
12.	Other Security.....	21
13.	Financing Statement.....	21
14.	Notice.....	21
15.	Different Currencies.....	21
16.	Judgment Currency.....	21
17.	Foreign Exchange Rate Determinations.....	21
18.	Governing Law.....	21
19.	Time of Essence.....	21
20.	Severability.....	21
21.	Interpretation.....	21
22.	Titles.....	22
23.	Joint and Several Obligations.....	22
24.	Schedule.....	22
25.	Equivalent Rate Information.....	22
26.	Successors and Assigns.....	22

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B. DEFINITIONS

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

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

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11. **"Mortgagee's Prime Rate"** means the fluctuating annual rate of interest determined by Bank of Montreal from time to time as the reference rate it will use to determine rates of interest payable by borrowers from Bank of Montreal of Canadian dollar loans made in Canada and designated by Bank of Montreal as its prime rate.
12. **"Mortgagor"** means the person or persons identified as the mortgagor or chargor in the Mortgage and his, her, its or their respective heirs, executors, administrators, personal representatives, successors and assigns.
13. **"Other Encumbrances"** means all statutory liens, construction liens, mechanics' liens, builders' liens, other liens, executions, mortgages, charges, and other encumbrances which charge or otherwise affect or could affect the Mortgaged Land but excludes the Mortgage.
14. **"Permitted Prior Mortgage"** means a mortgage or charge of the Mortgaged Land which ranks in priority to the Mortgage and which the Mortgagee has approved in writing.
15. **"Receiver"** means a receiver, receiver and manager or other similar person.
16. **"Schedule"** means a schedule to the Mortgage.
17. **"Taxes"** means all taxes, rates and assessments, municipal, provincial, federal or otherwise, with respect to the Mortgaged Land.

C. OPERATION OF THE MORTGAGE

1. *Charge of Mortgaged Land.* In consideration of other valuable consideration and a loan advance made or other credit extended by the Mortgagee to the Mortgagor (the receipt and sufficiency of which are acknowledged by the Mortgagor), the Mortgagor hereby mortgages and charges the Mortgaged Land to and in favour of the Mortgagee as security for payment to the Mortgagee of all Indebtedness and as security for the observance and performance by the Mortgagor of all other obligations of the Mortgagor pursuant to or in respect of the Mortgage or the Standard Form Mortgage. Subject to the provisions of the Mortgage, the Mortgagor releases to the Mortgagee, all the Mortgagor's claims upon the Mortgaged Land.
2. *Repayment of Principal on Demand.* The Mortgagor shall pay all Indebtedness to the Mortgagee on demand by the Mortgagee for payment.
3. *Restriction on Voluntary Prepayments.* The Mortgagor shall not be entitled to prepay voluntarily any principal amount (including any principal amount owing with respect to a revolving line of credit or a demand loan) except to the extent agreed to by the Mortgagee in writing.
4. *Calculation and Payment of Interest.* The Mortgagor shall pay to the Mortgagee when due interest payable by the Mortgagor on each part of the Indebtedness (including interest on overdue interest) at the Applicable Rate which applies to such part of the Indebtedness. Interest shall accrue on each part of the Indebtedness from the date such part is incurred to the date such part is paid to the Mortgagee in full. Interest shall, both before and after Default, be calculated and payable monthly not in advance on the first day of each month unless otherwise agreed by the Mortgagor and the Mortgagee in writing. Whenever there is more than one Applicable Rate, the Applicable Rate referred to in sections D, E, G, J and K shall, unless otherwise agreed by the Mortgagee in writing, be the higher or highest of such Applicable Rates.

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5. *Continuing Security.* The Mortgage shall be continuing security in favour of the Mortgagee for the payment of all Indebtedness, notwithstanding at any time and from time to time there is:

- (a) any change in the nature, state or form of any account between the Mortgagor and the Mortgagee;
- (b) any new advance by the Mortgagee to the Mortgagor, whether by way of loan, discount, the drawing of a cheque against an account of the Mortgagor or otherwise;
- (c) any discount or acceptance by the Mortgagee from or for the Mortgagor of any note, bill of exchange or other negotiable instrument or commercial paper;
- (d) any credit of any amount to any account of the Mortgagor by reason of deposit of moneys or otherwise; or
- (e) any renewal, replacement, substitution or alteration of any note, bill of exchange or other negotiable instrument or other commercial paper from time to time held by the Mortgagee or any reduction, satisfaction, payment, release or discharge thereof or of any other security therefor.

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

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

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

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

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

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D. COVENANTS, REPRESENTATIONS AND WARRANTIES
OF MORTGAGOR

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

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

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

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

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

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to be or to have been the owner of the Mortgaged Land, or be applied to pay Indebtedness whether or not then due, despite any law, equity or statute to the contrary. The Mortgagor, to the extent permitted by law, hereby waives any statutory or other right it may have (including any right under the *Insurance Act* (Alberta) or the *Fire Prevention (Metropolis) Act* (Alberta)) to require any insurance proceeds to be applied in any particular manner.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. *No Litigation or Other Proceedings.* The Mortgagor represents and warrants that, as at the date of the Mortgage, there is no application, litigation, proceeding or investigation outstanding or, to the Mortgagor's knowledge, pending or threatened, against the Mortgagor or any Guarantor or with respect to the Mortgaged Land or any part thereof including any application, litigation, proceeding or investigation in respect of residential or other property by-laws or regulations. The Mortgagor shall notify the Mortgagee in writing of any such application, litigation, proceeding or investigation commenced after the date of the Mortgage, promptly after such commencement.

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

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

E. MORTGAGE OF LEASEHOLD INTEREST

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

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

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

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

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

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Mortgagor's right of redemption under the Mortgage. The Mortgagor hereby irrevocably appoints the Mortgagee as the Mortgagor's attorney for and on behalf of the Mortgagor to exercise any such renewal or extension right and to assign the Lease and convey the leasehold interest in the Mortgaged Land and the reversion thereof as the Mortgagee shall at any time direct after the occurrence of a Default and, in particular, upon any sale made by the Mortgagee under any power of sale contained in the Mortgage or granted by statute to assign the Lease and convey the Mortgagor's leasehold interest in the Mortgaged Land and the reversion to a purchaser. The Mortgagee may at any time remove the Mortgagor or any other person from being a trustee of the Lease under the above declaration of trust and appoint a new trustee or trustees.

- (d) The Mortgagor shall not surrender, terminate, amend or modify the Lease or agree to do so without the prior written consent of the Mortgagee, which the Mortgagee may withhold in its absolute discretion. No release or forbearance of any of the Mortgagor's obligations under the Lease or under any Other Encumbrance shall release the Mortgagor from any of the Mortgagor's obligations under the Mortgage.
- (e) Unless the Mortgagee expressly consents in writing, the title in fee simple to the Mortgaged Land and the leasehold estate shall not merge but shall always remain separate and distinct, notwithstanding the union of said estates by purchase or otherwise.

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

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

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

F. ASSIGNMENT OF LEASES AND RENTS

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

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

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

3. *Collection by Mortgagor before Default.* Until there occurs a Default, the Mortgagor may collect, retain and apply all rents, incomes, profits and other amounts and deal with all leases,

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offers to lease, tenancy agreements and other similar agreements from time to time in accordance with sound business practice.

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

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

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

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

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G. CONDOMINIUM OR STRATA TITLE DEVELOPMENT PROVISIONS

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

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

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

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

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

- (a) in any case where the Mortgagee is entitled to receive and does receive notice of a meeting of owners, the Mortgagee may notify the condominium or strata corporation and the Mortgagor of its intention to exercise the right of the owner to vote or to consent at such meeting at least two days before the date specified in the notice for the meeting, failing which the Mortgagor may exercise such right to vote or consent at such meeting;
- (b) the Mortgagee shall not, by virtue of the giving to the Mortgagee of the right to vote or consent, be under any obligation to vote or consent or to protect the interests of the Mortgagor, and the Mortgagee shall not be responsible for any exercise or failure to exercise the right to vote or consent; and
- (c) nothing herein contained, including the exercise by the Mortgagee of the right to vote or consent, shall constitute the Mortgagee a mortgagee in possession.

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H. MORTGAGE AS SECURITY FOR A GUARANTEE

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

I. DEFAULT

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

1. the Mortgagor fails to pay any Indebtedness when due;
2. the Mortgagor or a Guarantor fails to comply with any obligation of the Mortgagor or the Guarantor pursuant to or in respect of the Mortgage or any existing or future note, instrument or agreement delivered by the Mortgagor and the Guarantors (or any of them) to the Mortgagee or between the Mortgagor and the Guarantors (or any of them) and the Mortgagee;
3. the Mortgagor fails to comply with any obligation of the Mortgagor pursuant to or in respect of any Permitted Prior Mortgage or any Other Encumbrance;
4. any representation or warranty made by the Mortgagor or a Guarantor in the Mortgage, any agreement between the Mortgagor and the Guarantors (or any of them) and the Mortgagee, or any loan or credit application made in connection with any Indebtedness was untrue when made;
5. a Receiver is appointed of any asset of the Mortgagor or of a Guarantor;
6. any construction lien, mechanics' lien or builders' lien is registered against all or any part of the Mortgaged Land and is not discharged within seven days after a request by the Mortgagee that such lien be discharged;
7. all or any part of the Mortgaged Land is condemned or expropriated;
8. the Mortgagor or a Guarantor becomes bankrupt or insolvent;
9. a petition in bankruptcy is filed against the Mortgagor or a Guarantor;
10. the Mortgagor or a Guarantor makes a proposal in bankruptcy or files a notice of intention to make a proposal in bankruptcy;
11. the Mortgagor or a Guarantor makes an application as a debtor in any Insolvency Proceeding or any other person makes an application against the Mortgagor or a Guarantor in any Insolvency Proceeding;
12. the Mortgagor sells, transfers or disposes of in any other manner the Mortgaged Land, any part thereof or any interest therein (unless the Mortgagee has approved in writing such sale, transfer or other disposition);
13. an execution, judgment or order of execution is filed or made against the Mortgaged Land or any part thereof and remains unsatisfied for a period of ten days;
14. the Mortgagor fails to pay when due any amount owing by the Mortgagor to the applicable condominium corporation or strata corporation or any agent thereof referred to in section G.2.; or

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15. the Mortgagor or a Guarantor is not an individual and a change in control of the Mortgagee or such Guarantor occurs without the prior written consent of the Mortgagee; for the purposes hereof, a change in control of the Mortgagor or a Guarantor shall be deemed to occur if there occurs one or more sales, transfers or other dispositions of the beneficial ownership existing on the date of the Mortgage in the aggregate of:
- (a) shares, other securities or other equity interests issued by the Mortgagor or such Guarantor which have more than 50% of the total ordinary voting power of all shares, other securities and other equity interests issued by the Mortgagor or such Guarantor; or
 - (b) shares, other securities or equity interests issued by any Controlling Entity which have more than 50% of the total ordinary voting power of all shares, other securities and other equity interests issued by such Controlling Entity.

J. REMEDIES OF MORTGAGEE

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

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

3. *Sale or Lease.* Upon Default, the Mortgagee may without notice sell the whole or any part or parts of the Mortgaged Land by public auction or private contract, or partly one and partly the other, on such terms as to credit or otherwise as to the Mortgagee shall appear most advantageous and for such prices as can reasonably be obtained therefor. Sales may be made from time to time of portions of the Mortgaged Land to satisfy interest or parts of the principal, interest or other monies due, leaving the balance thereof to accrue interest, payable as aforesaid. The Mortgagee may make any stipulations as to title, or evidence of commencement of title, or otherwise, as the Mortgagee shall deem proper. The Mortgagee may buy in at any sale of, or rescind or vary any contract for sale of, any of the Mortgaged Land and resell, without being answerable for loss occasioned thereby. In case of a lease of any of the Mortgaged Land or a sale on credit, the Mortgagee shall only be bound to apply to payment of Indebtedness such monies as have been actually received from the lessee or purchaser. For any of such purposes the Mortgagee may make and execute all agreements and assurances as the Mortgagee deems fit. To enable the Mortgagee to exercise the powers granted to it hereunder, the Mortgagor hereby irrevocably appoints the Mortgagee as its attorney and on its behalf to effect any sale, lease or other disposition of the Mortgaged Land, and to execute all instruments and deeds, and do all acts, matters and things that may be necessary or advisable in the name of or on behalf of the Mortgagor or otherwise. Any deed, lease, agreement or other instrument required to be signed

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under seal and signed by the Mortgagee under its seal pursuant hereto shall have the same effect as if it were signed under the corporate seal of the Mortgagor.

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

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

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

6. *Right to Distrain.* Upon the occurrence of a Default, to the extent permitted by law, the Mortgagee may distrain for payment of any and all Indebtedness upon the Mortgaged Land or any part thereof and all chattels situated thereon and by distress warrant recover, by way of rent reserved from the Mortgaged Land, such moneys as shall from time to time be or remain in arrears and all costs, charges and expenses incurred by or on behalf of the Mortgagee with respect to or in connection therewith as in like cases of distress for rent. The Mortgagor waives the right to claim exceptions and agrees that the Mortgagee shall not be limited in the amount for which it may distrain.

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

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8. *Separate Remedies.* All remedies of the Mortgagee may be exercised from time to time separately or in combination and are in addition to and not in substitution for any other rights of the Mortgagee however created.

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

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

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

K. APPOINTMENT OF A RECEIVER

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

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

- (a) to enter upon, take possession of, use, and occupy the Mortgaged Land or any part thereof;
- (b) to collect all rents, incomes, profits and other amounts in respect of the Mortgaged Land and to carry on the business of the Mortgagor on the Mortgaged Land;

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

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

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

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

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

L. MISCELLANEOUS

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

2. *Revolving Line of Credit.* The Mortgagee may wish to make loan advances and re-advances or otherwise extend credit to the Mortgagor from time to time up to a total outstanding principal amount not exceeding the principal amount referred to in the Mortgage. Accordingly, the Mortgage shall be deemed to be a revolving line of credit mortgage within the meaning of, and shall take priority in accordance with, the provisions dealing with same in the *Land Titles Act* (Alberta). The Mortgage is and shall be continuing security to the Mortgagee for the payment of all Indebtedness. Any portion of the Indebtedness may be advanced or re-advanced by the Mortgagee or other credit may be extended by the Mortgagee in one or more sums at any future time or times and the amount of all such advances, re-advances or other credits when so made or

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extended shall be secured by the Mortgage and be payable by the Mortgagor with interest thereon at the Applicable Rate and the Mortgage shall be deemed to be taken as security for the ultimate balance of the monies hereby secured, provided that none of the execution or registration of the Mortgage or the advance in part of any monies or extension of any other credit by the Mortgagee shall obligate the Mortgagee to advance any unadvanced portion thereof or to extend any other credit. The Mortgage shall not be void or cease to operate because the Indebtedness secured hereby has at any time or times been paid in full.

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

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

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

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

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

6. *Dealings with the Mortgagor and Others.* The Mortgagee may grant time, renewals, extensions, indulgences, releases and discharges to, may take security from and give the same and any and all existing security up to, may abstain from taking security from or from perfecting security of, may accept compositions from, may amend the Mortgage, and may otherwise deal with the Mortgagor and all other persons (including any principal debtor, any Guarantor or any owner of the Mortgaged Land) and security as the Mortgagee may see fit without prejudicing any rights of the Mortgagee under the Mortgage.

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

8. *Waiver.* No waiver, condonation or excusing by the Mortgagee of any default, breach or other non-performance by the Mortgagor at any time or times in respect of any provision of the

Mortgage (including any Default) shall operate as a waiver by the Mortgagee of any subsequent or other default, breach or non-performance or prejudice or affect in any way the rights of the Mortgagee in respect of any such subsequent or other default, breach or non-performance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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SCHEDULE "A"

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

COLUMN A Interest rate calculated monthly not in advance	COLUMN B Interest rate calculated quarter- annually not in advance	COLUMN C Interest rate calculated half-yearly not in advance	COLUMN A Interest rate calculated monthly not in advance	COLUMN B Interest rate calculated quarter- annually not in advance	COLUMN C Interest rate calculated half-yearly not in advance
1.0000%	1.0008%	1.0021%	9.5000%	9.5754%	9.6900%
1.1250%	1.1261%	1.1276%	9.6250%	9.7024%	9.8201%
1.2500%	1.2513%	1.2533%	9.7500%	9.8294%	9.9502%
1.3750%	1.3766%	1.3789%	9.8750%	9.9565%	10.0804%
1.5000%	1.5019%	1.5047%	10.0000%	10.0836%	10.2107%
1.6250%	1.6272%	1.6305%	10.1250%	10.2107%	10.3410%
1.7500%	1.7526%	1.7564%	10.2500%	10.3378%	10.4714%
1.8750%	1.8779%	1.8823%	10.3750%	10.4650%	10.6019%
2.0000%	2.0033%	2.0084%	10.5000%	10.5921%	10.7324%
2.1250%	2.1288%	2.1344%	10.6250%	10.7194%	10.8630%
2.2500%	2.2542%	2.2606%	10.7500%	10.8466%	10.9937%
2.3750%	2.3797%	2.3868%	10.8750%	10.9739%	11.1244%
2.5000%	2.5052%	2.5131%	11.0000%	11.1011%	11.2552%
2.6250%	2.6307%	2.6394%	11.1250%	11.2285%	11.3861%
2.7500%	2.7563%	2.7658%	11.2500%	11.3558%	11.5170%
2.8750%	2.8819%	2.8923%	11.3750%	11.4832%	11.6480%
3.0000%	3.0075%	3.0188%	11.5000%	11.6106%	11.7791%
3.1250%	3.1331%	3.1454%	11.6250%	11.7380%	11.9102%
3.2500%	3.2588%	3.2721%	11.7500%	11.8654%	12.0414%
3.3750%	3.3845%	3.3988%	11.8750%	11.9929%	12.1727%
3.5000%	3.5102%	3.5256%	12.0000%	12.1204%	12.3040%
3.6250%	3.6360%	3.6525%	12.1250%	12.2479%	12.4354%
3.7500%	3.7617%	3.7794%	12.2500%	12.3755%	12.5669%
3.8750%	3.8875%	3.9064%	12.3750%	12.5031%	12.6985%
4.0000%	4.0133%	4.0335%	12.5000%	12.6307%	12.8301%
4.1250%	4.1392%	4.1606%	12.6250%	12.7583%	12.9618%
4.2500%	4.2651%	4.2878%	12.7500%	12.8859%	13.0935%
4.3750%	4.3910%	4.4151%	12.8750%	13.0136%	13.2253%
4.5000%	4.5169%	4.5424%	13.0000%	13.1413%	13.3572%
4.6250%	4.6428%	4.6698%	13.1250%	13.2691%	13.4892%
4.7500%	4.7688%	4.7973%	13.2500%	13.3968%	13.6212%
4.8750%	4.8948%	4.9248%	13.3750%	13.5246%	13.7533%
5.0000%	5.0209%	5.0524%	13.5000%	13.6524%	13.8854%
5.1250%	5.1469%	5.1800%	13.6250%	13.7803%	14.0177%
5.2500%	5.2730%	5.3078%	13.7500%	13.9082%	14.1499%
5.3750%	5.3991%	5.4355%	13.8750%	14.0360%	14.2823%
5.5000%	5.5252%	5.5634%	14.0000%	14.1640%	14.4147%
5.6250%	5.6514%	5.6913%	14.1250%	14.2919%	14.5472%
5.7500%	5.7776%	5.8193%	14.2500%	14.4199%	14.6798%
5.8750%	5.9038%	5.9474%	14.3750%	14.5479%	14.8124%
6.0000%	6.0300%	6.0755%	14.5000%	14.6759%	14.9451%
6.1250%	6.1563%	6.2037%	14.6250%	14.8040%	15.0779%
6.2500%	6.2826%	6.3319%	14.7500%	14.9320%	15.2108%
6.3750%	6.4089%	6.4603%	14.8750%	15.0601%	15.3437%
6.5000%	6.5353%	6.5887%	15.0000%	15.1883%	15.4766%
6.6250%	6.6616%	6.7171%	15.1250%	15.3164%	15.6097%
6.7500%	6.7880%	6.8456%	15.2500%	15.4446%	15.7428%
6.8750%	6.9145%	6.9742%	15.3750%	15.5728%	15.8760%
7.0000%	7.0409%	7.1029%	15.5000%	15.7011%	16.0092%
7.1250%	7.1674%	7.2316%	15.6250%	15.8293%	16.1425%
7.2500%	7.2939%	7.3604%	15.7500%	15.9576%	16.2759%
7.3750%	7.4204%	7.4892%	15.8750%	16.0859%	16.4094%
7.5000%	7.5470%	7.6182%	16.0000%	16.2143%	16.5429%
7.6250%	7.6736%	7.7472%	16.1250%	16.3427%	16.6765%
7.7500%	7.8002%	7.8762%	16.2500%	16.4710%	16.8102%
7.8750%	7.9268%	8.0053%	16.3750%	16.5995%	16.9439%
8.0000%	8.0535%	8.1345%	16.5000%	16.7279%	17.0777%
8.1250%	8.1801%	8.2638%	16.6250%	16.8564%	17.2116%
8.2500%	8.3068%	8.3931%	16.7500%	16.9849%	17.3455%
8.3750%	8.4336%	8.5225%	16.8750%	17.1134%	17.4795%
8.5000%	8.5604%	8.6519%	17.0000%	17.2420%	17.6136%
8.6250%	8.6871%	8.7815%	17.1250%	17.3706%	17.7477%
8.7500%	8.8140%	8.9111%	17.2500%	17.4992%	17.8819%
8.8750%	8.9408%	9.0407%	17.3750%	17.6278%	18.0162%
9.0000%	9.0677%	9.1704%	17.5000%	17.7564%	18.1506%
9.1250%	9.1946%	9.3002%	17.6250%	17.8851%	18.2850%
9.2500%	9.3215%	9.4301%	17.7500%	18.0138%	18.4195%
9.3750%	9.4484%	9.5600%	17.8750%	18.1426%	18.5540%

rk

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

JERRY ROBERTS

sworn this 29th day of January, 2021

R. Kay

A Commissioner for Oaths in and for Alberta

Richard Kay

My Commission Expires September 21, 2022

MORTGAGE AMENDING AGREEMENT

(this "Agreement")

This Agreement will take effect as of the 26th day of October, 2020 (the "Effective Date").

WHEREAS 1652563 ALBERTA LTD. (the "Mortgagor") is indebted to BANK OF MONTREAL, a chartered bank having an office at 121 - 10 Avenue, PO Box 489, Carstairs, Alberta T0M 0N0 (the "Mortgagee"). As security for this debt, the Mortgagee holds, among other security, a certain mortgage originally registered at the Land Titles Office on September 28, 2018, as instrument number 181 209 630, a copy of which is attached hereto as Schedule "B" (the "Original Mortgage"), which Original Mortgage is registered against certain lands owned in fee simple by the Mortgagor, which are described in the Original Mortgage.

A portion of lands, which are legally described in Schedule "A" hereto (the "Lands") were mistakenly excluded from the Mortgaged Land Description, as defined and included in the Original Mortgage.

In consideration of the continuation of the credit extended by the Mortgagee to the Mortgagor and in consideration of the sum of ONE (\$1.00) DOLLAR, the receipt of which is acknowledged by the Mortgagor, the Mortgagor agrees with the Mortgagee as follows:

ARTICLE 1 MORTGAGE AMENDMENT

- 1.1 The Original Mortgage is hereby amended to include the Lands within the Mortgaged Land Description, as defined within the Original Mortgage (the "Amended Lands").

ARTICLE 2 CHARGE

- 2.1 For further securing repayment of the Amended Lands, the Mortgagor hereby mortgages and/or encumbers to the Mortgagee all its estate, right, title and interest in the Lands.

ARTICLE 3 AMENDED MORTGAGE

- 3.1 The Original Mortgage, as amended by this Agreement, is hereinafter referred to as the "Amended Mortgage". The Mortgagor confirms to pay the Principal Amount Secured, as defined in the Original Mortgage, with interest thereon in accordance with, and at the time and in the manner provided for in the Amended Mortgage and to observe, perform and be bound by all of the terms, conditions, covenants and provisions contained in the Amended Mortgage.

ARTICLE 4 GENERAL

- 4.1 This Agreement will be read and interpreted with the Original Mortgage and will be treated as part of it. For such purpose and to the extent necessary to give effect to this Agreement, the Original Mortgage will be regarded as being amended and the Original Mortgage so amended, together with all the remaining conditions and covenants in it, will remain in full force and effect.
- 4.2 All terms, conditions and provisions contained in the Amended Mortgage, which call for performance by the Mortgagor, will be considered covenants and the use of either the word "will" or the word "shall", will have the same mandatory meaning, requiring performance by the Mortgagor.
- 4.3 Nothing in this Agreement and no act or omission of the Mortgagee in respect of it will in any way prejudice the rights, remedies or powers of the Mortgagee with respect to the Original Mortgage. Neither this Agreement nor anything contained in it will constitute a novation of the

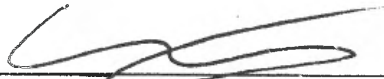
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Original Mortgage.

- 4.4 Wherever any reference is made in this Agreement to any sum or amount of money, such reference shall be deemed to be to Canadian Dollars
- 4.5 All of the parties hereto shall from time to time hereafter and upon any reasonable request of any other, execute and deliver, make or cause to be made all such further acts, deeds, assurances and things as may be required or necessary to carry out the intent of this Agreement.
- 4.6 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- 4.7 If any term, condition or provision of this Agreement shall be determined to be invalid or unenforceable it shall be deemed to be severable from the remainder of this Agreement, and this Agreement as amended shall continue in full force and effect.
- 4.8 This Agreement shall be governed and interpreted in accordance with the laws of the Province of Alberta.
- 4.9 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 when taken together constitute one and the same instrument.

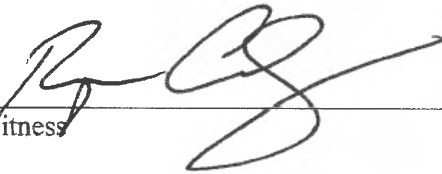
IN WITNESS WHEREOF the Mortgagor and the Mortgagee have executed this Agreement as of the Effective Date.

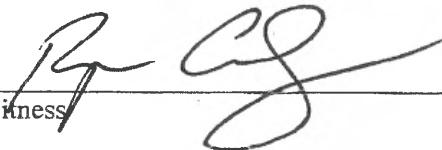
1652563 ALBERTA LTD.

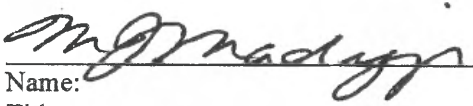
Per: 
Authorized Signing Officer c/s

BANK OF MONTREAL

Per: 
Name:
Title:


Witness


Witness

Per: 
Name:
Title:

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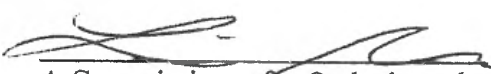
**AFFIDAVIT VERIFYING
CORPORATE SIGNING AUTHORITY**

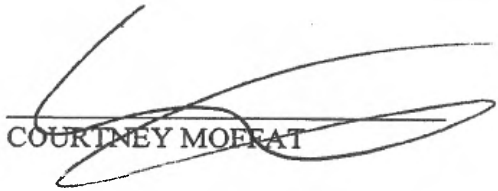
I, COURTNEY MOFFAT, of the Town of Carstairs in the Province of Alberta, MAKE OATH AND SAY:

1. I am an officer or director of 1652563 ALBERTA LTD. named in the within or annexed instrument.
2. I am authorized by the corporation to execute the instrument without affixing a corporate seal.

SWORN before me
at the Town of Carstairs
in the Province of Alberta
this 29 day of September, 2020.

}
}
}
}
}
}
}
}
}
}
}
}


A Commissioner for Oaths in and
For Alberta


COURTNEY MOFFAT

LINDA J. NEILSON
A Commissioner for Oaths
In and for the Province of Alberta,
being a Lawyer

rk

SCHEDULE "A"
TO MORTGAGE AMENDING AGREEMENT

THE LANDS

PLAN 3845CO
THAT PORTION OF THE ROADWAY
SOUTH OF LOT 8 BLOCK 28
AND NORTH OF LOT 1 BLOCK 29
EXCEPTING THEREOUT ALL MINES AND MINERALS

rK

SCHEDULE "B"
TO MORTGAGE AMENDING AGREEMENT

ORIGINAL MORTGAGE

rk



Bank of Montreal

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

Mortgagor:

Name: 1652563 ALBERTA LTD.

Address: Box 2044, Carstairs, Alberta T0M 0N0
(as on title)

Name:

Address:
(as on title)

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

Mortgagee: BANK OF MONTREAL ("BMO")

121 - 10 Avenue, PO Box 489, Carstairs, Alberta T0M 0N0 ✓

Mortgaged Land Description:
(attach page(s) if space insufficient)

PLAN 3845CO
BLOCK 28
LOTS 5 TO 8 INCLUSIVE
EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME

Principal Amount Secured: \$500,000.00 ✓

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

Term of Mortgage / Payment Provision: Payable in full on demand.

Standard Mortgage Terms: The Mortgagor acknowledges that:

- a) This Mortgage of Land consists of the terms contained herein and is subject to the terms contained in the Standard Form Mortgage that was filed with the Registrar of Land Titles under the *Land Titles Act* as # 161 070 428; ✓

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

Dated: July 6 2018, in the Town of Olds, in the Province of Alberta.

Witness (for individual Mortgagor only)

Mortgagor

Witness (for individual Mortgagor only)

Mortgagor

1652563 ALBERTA LTD.

Corporate Mortgagor

Per: [Signature]

Per: [Signature] c/s

[Signature]
Witness
DANIEL N. McPHERSON
Barrister & Solicitor & Notary Public
ALBERTA - CANADA

rk

AFFIDAVIT OF EXECUTION

DANIEL R. McPHERSON
Barrister & Solicitor & Notary Public
ALBERTA - CANADA

I, _____, of the Town of Olds

in the Province of Alberta, make oath and say:

1. I was personally present and did see Jerry Roberts and Courtney Moffat officers and directors of 1652503 Alberta Ltd., who are, who is known to me to be the person named in the within (or annexed) instrument, duly sign the instrument;

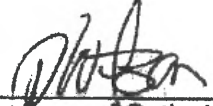
~~or~~

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

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


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

SWORN before me at the Town of Olds in the Province of Alberta, this 6 day of July, 2018.



A Commissioner of Oaths in and for the Province of Alberta

PATRICIA LYNN WILSON
My Commission Expires September 08, 2019



DANIEL R. McPHERSON
Barrister & Solicitor & Notary Public
ALBERTA - CANADA

rK

AFFIDAVIT VERIFYING CORPORATE SIGNING AUTHORITY


I, Courtney Moffatt and I, Jerry Roberts, each of the Town of Carstairs, in the Province of Alberta MAKE OATH AND SAY:

1. I am an officer and a director of 1652563 Alberta Ltd. which company is named in the within or annexed instrument.
2. I am authorized by the corporation to execute the instrument without affixing a corporate seal.

SWORN before me at the Town)
of Olds, in the Province of Alberta)
this 4 day of July, 2018)


Courtney Moffatt


A COMMISSIONER FOR OATHS IN)
AND FOR ALBERTA)


Jerry Roberts

DANIEL R. MCPHERSON
Barrister & Solicitor & Notary Public
ALBERTA - CANADA

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CERTIFICATE OF ACKNOWLEDGMENT BY SPOUSE

1. This document was acknowledged before me by _____ apart from her husband (his wife).

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

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

A Commissioner For Oaths in and
For the Province of Alberta

CONSENT OF SPOUSE

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

(Signature of Spouse)

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FORM 27

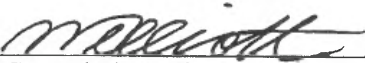
**LAND TITLES ACT
(Section 131)**

AFFIDAVIT IN SUPPORT OF CAVEAT

I, HARRISON M. CLARK, Solicitor, of the City of Calgary, in the Province of Alberta, MAKE OATH AND SAY AS FOLLOWS:

- 1. I am the agent for the above named Caveator.
- 2. I believe that the said Caveator has a good and valid claim upon the said land and I say that this Caveat is not being filed for the purpose of delaying or embarrassing any person interested in or proposing to deal therewith.

SWORN BEFORE ME at the City of Calgary, in)
the Province of Alberta this 6th day of November,)
2020.)
)
)
)



A Commissioner for Oaths in and for the Province
of Alberta



HARRISON M. CLARK

Megan A Elliott
Commissioner for Oaths
In and for Alberta
My Commission expires April 4 2022

rk

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

JERRY ROBERTS

sworn this 29th day of January, 2021

R. Kay

A Commissioner for Oaths in and for Alberta

Richard Kay

My Commission Expires September 21, 2022

rk

THIS INDENTURE made (in duplicate) BETWEEN

1652563 ALBERTA LTD.

Name in Full - No Abbreviations (for Individual: Last name - First Name - Middle Name)

of Post Office Box

2044 in the
(Street Address)

Town
(City, etc.)

of CARSTAIRS in the Province of
(Name of City)

Alberta,

T0M0N0,
(Postal Code)

(hereinafter called the "Mortgagor")

- and -

BANK OF MONTREAL, the Mortgagee

(hereinafter called the "Bank")

In consideration of money lent or to be lent by the Bank to the Mortgagor, the Mortgagor mortgages and assigns to the Bank the following chattels and all proceeds thereof and accessions thereto (hereinafter called "the property") :

Description of Chattels	Location of Chattels
2019 Ford Expedition VIN 1FMJK2AT7KEA59647,	419 10 Ave S Carstairs AB, T0M0N0
2019 Jaguar F-Pace VIN SADCJ2FX5KA616580	

TO HAVE AND TO HOLD the same unto the Bank:

PROVIDED that if the Mortgagor shall pay to the Bank all indebtedness and interest thereon now owed by the Mortgagor to the Bank and also all other present and future indebtedness, interest and other liabilities, direct or indirect or contingent, and whether now existing or hereafter created, then this mortgage shall be void.

The Mortgagor covenants with the Bank as follows:

1. THAT the Mortgagor will pay to the Bank all present and future indebtedness, interest and liabilities now or hereafter owed by the Mortgagor to the Bank.
2. THAT the Mortgagor is the sole owner of the property and there are no liens, mortgages, charges or other

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encumbrances thereon.

3. THAT if the property is now, or hereafter becomes, subject to any charge in favour of any person other than the Bank, the Bank may pay such charge and the amount so paid shall, together with interest thereon at the rate then applicable upon indebtedness owed by the Mortgagor to the Bank (or, if more than one such rate, the highest rate), become a charge on the property in favour of the Bank and be added to the sum secured hereby, and the sum secured hereby, including the amount so added, shall, at the option of the Bank, forthwith become due and payable.

4. THAT the Mortgagor will insure and keep insured the property for its full insurable value against loss or damage by fire or theft, or if the property includes a motor vehicle, collision, and hereby assigns to the Bank all such policies of insurance and all amounts payable thereunder. If the Mortgagor fails to effect or maintain such insurance, the Bank may effect and maintain the same and all moneys expended by it for such purpose, together with interest thereon at the rate then applicable upon indebtedness owed by the Mortgagor to the Bank (or, if more than one such rate, the highest rate), from the time the same has been expended, shall become a charge on the property and be added to the sum secured hereby.

5. THAT the Mortgagor will not sell or dispose of or part with the possession of the property or any part thereof and will not permanently remove it from the premises where it now is without first obtaining the written consent of the Bank.

6. THAT if the Mortgagor fails to pay any indebtedness, interest or liability owed to the Bank when due or fails to perform any other obligation of the Mortgagor to the Bank or institutes, or does anything which permits to be instituted any proceedings leading to the Mortgagor becoming a bankrupt, or if the Mortgagor dies, then all the moneys secured hereby shall, at the option of the Bank, forthwith become due and payable and the Bank, its servants or agents, may, with or without legal process, take possession of the property (and may for that purpose enter upon the premises where the property is located) and sell the same at public auction or private sale, or otherwise realize on the property by any method not prohibited by law, including by lease or by sale for deferred payment, with or without notice to the Mortgagor. After payment out of the net proceeds of such sale of all amounts due to the Bank hereunder the Bank shall pay over to the Mortgagor or such other person who may be entitled thereto any surplus but if such proceeds are not sufficient to pay all amounts due to the Bank hereunder the Mortgagor will pay the deficiency to the Bank. The Bank may deduct from the proceeds of any sale of the property all reasonable costs on a solicitor and his client basis incurred by the Bank in enforcing this mortgage and disposing of the property. Out of the net proceeds of any sale the Bank shall first be paid all of the costs incurred by the Bank in enforcing the security interest it holds herein or in enforcing the covenants contained herein, including preparation of the property or any part thereof for disposition or sale and including all sale costs and all legal fees incurred by the Bank on a solicitor and his own client basis.

7. THAT the Bank may, in order to recover any amount owing to it hereunder, pursue either singly or concurrently the remedy of action and the remedy of taking possession and selling given to it hereby and shall not be precluded by the exercise of either remedy from the exercise of any other remedy. The Bank shall not be responsible for any loss or damage to the property, whether caused by the negligence or fault of the Bank, its servants or agents, or a sheriff or receiver, and the Bank shall not be obliged to preserve rights against other persons or prepare the property for disposition or keep the property identifiable, and shall only be liable to account for funds (net of costs of collection, realization and sale, including solicitor and his own client legal costs), actually received by the Bank.

8. This Mortgage shall be a continuing security to the Bank for the repayment of all present and future indebtedness, interest and liability owed to the Bank. Notwithstanding at any time or from time to time there is (i) any change in the nature, state or form of any account between the Mortgagor and the Bank, (ii) any new advance by the Bank to the Mortgagor, whether by way of loan, discount, the drawing of a cheque against an account of the Mortgagor or otherwise (iii) any discount or acceptance by the Bank from or for the Mortgagor of any promissory note, bill of exchange or other negotiable instrument or commercial paper, (iv) any credit of any amount to any account of the Mortgagor by reason of deposit of moneys or otherwise, (v) any renewal, replacement, substitution or alteration of any promissory note, bill of exchange or other negotiable instrument or other commercial paper from time to time held by the Bank or any reduction, satisfaction, payment, release or discharge thereof, or of any other security therefor, no such event or act shall constitute or be deemed to be a repayment on account of any indebtedness or any part thereof or call for or require any application, appropriation or payment on account of any indebtedness or any part thereof, unless such application, appropriation or payment shall have been expressly agreed to in writing by the Bank and have been certified on a copy of this Mortgage by the signature of some official of the Bank or until this mortgage shall have been fully released and discharged by the unconditional delivery of a Discharge of Mortgage expressly discharging this Mortgage; and this Mortgage shall be deemed to be taken as security for the ultimate balance of the said indebtedness, interest and liability owed to the Bank. It is further agreed that this mortgage shall not nor shall anything herein

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contained operate so as to create any merger, rebate or discharge of any debt owing to the Bank or of any lien, bond, promissory note, bill of exchange, or other security held by or which may hereafter be held by the Bank for any indebtedness or any part or parts thereof or the liability of any endorser or any other person or persons upon any such lien, bond, bill of exchange, promissory note or other security or contract or any renewal or renewals thereof held by the Bank for or on account of indebtedness or any part thereof, nor shall the remedies of the Bank in respect thereof be prejudiced or delayed in any manner whatsoever by the taking of this Mortgage.

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

10. The Mortgagor acknowledges receipt of a copy of this Chattel Mortgage.

All grants, warrants, covenants, agreements, rights, powers, privileges and liabilities contained in this indenture shall enure to the benefit of and be binding upon the executors, administrators, successors and assigns of the parties hereto respectively; all covenants and agreements on the part of the Mortgagor shall be construed as both joint and several and when the context so requires the singular number shall be read as if the plural were expressed.

This Mortgage was executed on the 10 day of Feb, 2020.

IN WITNESS whereof the Mortgagor has hereunto set his hand and seal.

SIGNED, SEALED AND DELIVERED

in the presence of

1652563 ALBERTA LTD.

SEAL


Witness


Mortgagor

Type or print
exact name of
customer and
fill in corporate
entity in the case of
corporation
with a corporate
seal

rK

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

JERRY ROBERTS

sworn this 29th day of January, 2021

R Kay

A Commissioner for Oaths in and for Alberta

Richard Kay

My Commission Expires September 21, 2022

Note

**2519 CARSTAIRS ALTA 121-10TH AVENUE S PO
BOX 489 CARSTAIRS, AB T0M0N0**

2519-001

Notice of Intention

Branch

Transit

01319827

- (1) Name(s) in full, including initials
- (2) Do not use abbreviations, except where they appear in Company's registered name.

To Whom It May Concern:

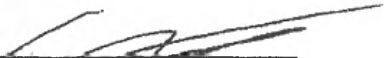
1652563 ALBERTA LTD.
O/A TWO GUYS TRAILERS

Name of Person (1), Firm (2) or Company
~~PO Box 2644~~ (Address Details) 419 - 10 AVENUE S
CARSTAIRS Alberta T0M0N0
P.O. Address

hereby gives notice that it is their intention to give security under Sec. 427 of the Bank Act to the Bank of Montreal.

Dated at CARSTAIRS, ALBERTA, this 17 day of July, 2018 (year).

1652563 Alberta Ltd.

By: 
Name: Courtney Moffatt, President
Title: Authorized Signatory

By: 
Name: Jerry Roberts, Secretary-Treasurer
Title: Authorized Signatory

® Registered trade-marks of Bank of Montreal

NOTICE RECEIVED / PRÉAVIS REÇU

07, 19, 2018 8:43 A.M.
mm dd yyyy time PDT

D+H COLLATERAL MANAGEMENT CORPORATION

Authorized Section 427 Bank Act
Registrar for Bank of Canada

Bureau d'enregistrement autorisé de la
Banque du Canada conformément à
l'article 427 de la loi sur les banques

PROVINCE OF AB

Pour / For Registrar 

rK

Confirmation Letter / Lettre de confirmation

D+H Collateral Management Corporation / Gestion des services connexes de D+H

Suite 200, 4126 Norland Avenue, Burnaby, BC V5G 3S8

Authorized Section 427 Bank Act Registrar / Bureau d'enregistrement autorisé conformément à l'article 427 de la Loi sur les banques.

D+H Registry Services
for BANK OF MONTREAL
c/o 200-4126 Norland Avenue
Burnaby, British Columbia
V5G 3S8

07/19/2018 09:23:40 AM PDT

Ref / Objet: 04335248; 04335249

Tel/Tél:

Fax/Télécopie: 604-637-4015

Attn: Donna Schollar

Acct# 6006

Dear Sir / Madam

Monsieur / Madame

Re: Bank Act Security - Section 427

Objet: Garanties données en vertu de la Loi sur les banques -
article 427

We have processed your request(s) and hereby
confirm the following results: (*see below).

Nous avons donné suite à votre (vos) demande(s) et nous vous
faisons part des résultats suivants: (* voir ci-dessous).

Type	Registration Name	Address	Date	Expires	Number	Bank
Type	Enregistrement au nom de	Adresse	Date	Expire	Numéro	Banque
(1)	1652563 Alberta Ltd. Two Guys Trailers	419-10 Avenue S Carstairs, AB, T0M0N0	07/19/2018 08:43:33 AM PDT	2023/12/31	01318817	Bank of Montreal

Reference

(1) We have entered the above name(s) on our
register of notices of intention to give security under
the Bank Act in the province of Alberta.

Reference

(1) Nous avons ajouté le(s) nom(s) ci-dessus à notre registre de
préavis se rapportant aux garanties données en vertu de la Loi
sur les banques dans la province de: Alberta.

(2) A search has been made of the notices of intention
to give security under the Bank Act registered in the
province of Alberta. As at the date and time above, our
records indicate the following.

(2) Nous avons examiné les préavis qui se rapportent aux
garanties données en vertu de la Loi sur les banques et qui sont
enregistrés pour la province de: Alberta. À la date et à l'heure
indiquées ci-dessus.

Your search criteria

Votre critère de recherche

1652563 Alberta Ltd.
Two Guys Trailers

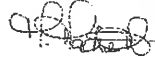
1652563 Alberta Ltd.
Two Guys Trailers

returns the following results:

révèle les résultats suivants:

rk

Type	Registration Name	Address	Date	Expires	Number	Bank
Type	Enregistrement au nom de	Adresse	Date	Expire	Numéro	Banque
(2)	1652563 Alberta Ltd. Two Guys Trailers	419-10 Avenue S Carstairs AB T0M0N0	2018/07/19 08:43 AM PDT	2023/12/31	01318817	Bank of Montreal



For Registrar / Pour le Régistrare

We acknowledge receipt of fees as follows:

Nous accusons réception des droits prescrits dont les montants s'établissent comme suit:

Type	Fee	GST/HST	Quantity	TOTAL	Receipt No.
Type	Tarif	TPS/TVH	Quantité	TOTAL	Numéro du reçu
(1)	\$8.00	\$0.00	1	\$8.00	04335248 - C-R-RN-F
(2)	\$4.00	\$0.00	2	\$8.00	04335249 - C-R-PS-F
				\$16.00	

GST-HST/TPS-TVH #: 713 901 494

rk

**Security under Section 427 of the Bank Act
(Continuing security on all property of specified kinds)**

FOR GOOD AND VALUABLE CONSIDERATION, the undersigned hereby assigns to the BANK OF MONTREAL (hereinafter called "the Bank") as continuing security for the payment of all loans and advances made or that may be made by the Bank to the undersigned pursuant to the application for credit and promise to give security made by the undersigned to the Bank and dated the 20 day of JULY, 2018, and any application(s) for credit and promise(s) to give security supplemental thereto made or that may be made by the undersigned to the Bank or renewals of such loans and advances or substitutions therefor and interest on such loans and advances and on any such renewals and substitutions, all property and classes of property of the kind(s) hereinafter described of which the undersigned is now or may hereafter become the owner or in respect of which the undersigned does now have or hereafter may acquire rights, to wit, - (description of property or classes of property, and if for fishing property, include a description of fishing equipment, supplies and products assigned, and the number, name and port of registry of any registered or recorded vessels)

All inventory and all products stored at our place or places of business and without limiting the generality of the foregoing to include all products and any inventory whatsoever of the company in whatever manner obtained and all supplies used in the company's operations.

and that is now or may hereafter be in the place or places hereinafter, designated, to wit, - (designate the place or places)
419 10 Avenue S, Carstairs, AB T0M 0N0

or in transit thereto or therefrom or in any other place or places in Canada in which any of the said property may be located or, where the property consists in whole or in part of fishing vessels, fishing equipment and supplies or products of the sea, lakes and rivers, wherever such property may be.

This security is given under the provisions of section 427 of the Bank Act.

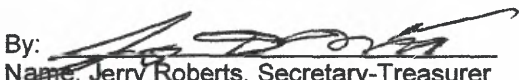
The property now owned by the undersigned or in respect of which the undersigned now has or may hereafter acquire rights and hereby assigned is free from any mortgage, lien or charge thereon, other than previous assignments, if any, to the Bank, and the undersigned warrants that the property that may hereafter be acquired by the undersigned and is hereby assigned shall be free from any mortgage, lien or charge thereon, other than previous assignments, if any, to the Bank.

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

DATED at CALGARY the 20 day of JULY, 2018.

1652563 Alberta Ltd.

By: 
Name: Courtney Moffatt, President
Title: Authorized Signatory

By: 
Name: Jerry Roberts, Secretary-Treasurer
Title: Authorized Signatory

® Registered trade-marks of Bank of Montreal

rK

To the
BANK OF MONTREAL:

In consideration of the loan(s) or advance(s) being made and/or to be made hereafter by the BANK OF MONTREAL (hereinafter called "the Bank") to the undersigned (hereinafter called "the Customer") the Customer agrees with the Bank as follows:

1. All security now or at any time hereafter held by the Bank for the payment of any debt or liability of the Customer (the said security being hereinafter called "the security"), including, without limiting the generality of the foregoing, security by way of warehouse receipt or bill of lading or under Section 427 of the Bank Act, together with all property covered by or comprised in the security (the said property being hereinafter called "the property"), and all proceeds of the security and of the property, shall be continuing collateral security for the payment of such debt or liability and also for the payment of interest thereon and of all costs, charges and expenses of or incurred by the Bank in connection therewith, including solicitor and his own client legal costs, whether in protecting, preserving, possessing, preparing for disposition, disposing of, realizing or collecting the security or the property or attempting so to do or otherwise, and interest thereon at the rate and calculated in the manner agreed upon by the Customer and the Bank, all of which the Customer agrees to pay to the Bank.

2. The Customer shall keep the property insured to its full insurable value against loss or damage by fire, and, if requested by the Bank, against loss or damage from any other cause, with insurers approved by the Bank, and shall assign to the Bank the policies evidencing such insurance or all claims thereunder and/or have the loss made payable to the Bank as the Bank may require and shall deliver the policies to the Bank, and in the event of failure so to do the Bank may but shall not be bound to effect such insurance on the property as it sees fit and the Customer will on demand repay to the Bank the amount of any premiums paid by it with interest thereon at the rate and calculated in the manner agreed upon by the Customer and the Bank.

3. If the Bank surrenders to the Customer the security or the property or any part of either of them, the Customer shall receive the same in trust for and on behalf of the Bank and from time to time shall deal therewith as the Bank may direct and, at the request of the Bank, shall give to the Bank security on the property so surrendered, or covered by the security so surrendered, to the satisfaction of the Bank.

4. Until default by the Customer in payment of all or any part of the indebtedness and liability of the Customer to the Bank, or until notice by the Bank to the Customer to cease so doing, the Customer may sell such property from time to time in the ordinary course of business and remove the same for the purpose of delivery to purchasers thereof. The proceeds of all sales by the Customer of the property or any part thereof, including, without limiting the generality of the foregoing, cash, debts arising from such sales or otherwise, evidences of title, instruments, documents and securities, which the Customer may receive or be entitled to receive in respect thereof, are hereby assigned to the Bank and shall be paid or transferred to the Bank forthwith, and until so paid or transferred shall be held by the Customer in trust for the Bank. Execution by the Customer and acceptance by the Bank of an assignment of book debts or any additional assignment of any of such proceeds shall be deemed to be in furtherance hereof and not an acknowledgement by the Bank of any right or title on the part of the Customer to such book debts or proceeds.

5. The Customer shall at all times duly and seasonably pay and discharge all claims whatsoever in any way secured by or constituting a charge upon the property or any part thereof and particularly, but without limiting the generality of the foregoing, all wages, salaries and other remuneration of all employees employed by the Customer in connection with the business or farm of the Customer in respect of which any property covered by the security is held or acquired by the Customer, and shall from time to time at the request of the Bank exhibit to the Bank evidence of such payment and discharge and obtain and deliver to the Bank such waivers or releases as the Bank may deem necessary to secure to the Bank the priority of its rights in the property.

6. The Customer shall from time to time on demand and to the satisfaction of the Bank deliver to the Bank additional security, and in the event of failure by the Customer so to do or to make due payment to the Bank of any debt or liability or part thereof or to observe any provision of this agreement, the Bank may in its discretion cease or refrain from making loans or advances to the Customer whether under any credit extended by the Bank or otherwise, and all debts and liabilities of the Customer to the Bank shall at the option of the Bank be payable forthwith and without any demand, and the Bank is hereby authorized from time to time to sell at public or private sale or otherwise realize upon the security or any part thereof and all or any of the property whenever and wherever and for such price in money or other consideration and in such manner and upon such terms and conditions as the Bank deems best, the whole without advertisement or notice to the Customer or others and to deal with the proceeds as in this agreement provided or as otherwise agreed, without prejudice to its claim for any deficiency and free from any right of redemption on the part of the Customer which is hereby waived and released, the Customer expressly waiving all and every formality prescribed by custom or by law in relation to any such sale or other realization.

7. The Bank may from time to time, enter upon or into and occupy and use, enjoy and exercise free of charge and to the exclusion of all others, including the Customer, any and all premises and property (real and personal, immovable and movable) and rights, powers and privileges of or used, enjoyed or exercised by the Customer in connection with the property or any part thereof or in or upon which the same may be (not being the premises of a warehouseman or carrier) until the property shall be fully realized upon, and may from time to time appoint a receiver, receiver-manager or agent to act for the Customer, for whose acts the Customer alone shall be responsible, and the Customer shall have no power to revoke such appointment or determine such agency. Such receiver, receiver-manager or agent shall have and may exercise all the powers, rights and discretions granted to the Bank by this agreement and the Bank and any such receiver, receiver-manager or agent shall have the right from time to time in the name of the Customer to exercise any and all of the Customer's rights, powers and privileges of every kind and to do all acts and things which the Customer could do if acting, for the purpose of completing, selling, shipping or otherwise dealing with the property in such manner as the Bank may deem best for the purpose of realizing upon the security.

8. Any promissory note or bill of exchange received by the Bank together with any securities or documents attached thereto or received therewith shall be subject to the terms of this agreement and the Bank and holders for the time being of any such bill or note may at any time before or after its maturity and whether or not it has been dishonoured accept payment and deliver the securities or documents or accept partial payment from time to time and thereupon release part of the securities or of the property covered by the documents or any of them.

9. The Bank may from time to time apply

- (a) all payments which it receives,
- (b) the proceeds of sales by the Customer of the property or any part thereof, and
- (c) the proceeds of realization of any part of the security or of the property which are applicable generally to the debts and liabilities of the Customer to the Bank,

against, or as the Bank deems best, hold the same with all the powers, rights and discretions conferred on it by this agreement or otherwise, as continuing collateral security for the fulfilment of any or all obligations, present or future, direct or indirect, absolute or contingent, matured or not, of the Customer to the Bank whether arising from agreement or dealings between the Bank and the Customer or from any agreement or dealings with any third person by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise arising and whether the Customer be bound alone or with another or others and whether as principal or surety, and any such application by the Bank may, in whole or in part, be changed by the Bank from time to time as it deems best.

The proceeds of realization of any part of the security or of the property which are applicable only to part of the debts and liabilities of the Customer to the Bank shall first be applied to such part of the debts and liabilities, and any surplus remaining after payment of such part may from time to time be held or applied by the Bank for the purposes set out in and in accordance with the preceding paragraph of this Clause 9.

10. The Bank may release, compromise, settle and adjust any claim, dispute or difference which may arise in respect of the security or of the property or the proceeds of either of them and may grant extensions of time and indulgences. The Bank may use any Clearing Houses established by The Canadian Bankers' Association and in all dealings with the Customer's accounts and with instruments may act pursuant to the rules and regulations under which such Clearing Houses are operated.

11. The Customer shall from time to time execute, draw, endorse and deliver all such instruments and documents and do all such acts and things as the Bank may deem necessary or desirable for the purpose of perfecting the title of the Bank to the security of the property or the proceeds of either of them or of carrying into effect any or all of the provisions of this agreement or of securing the fulfilment of such obligations as aforesaid of the Customer to the Bank. The Customer hereby appoints the Bank and its Vice-Presidents, Inspectors, Managers and persons for the time being acting as managers of branches of the Bank where an account of the Customer may be kept and any person or persons from time to time named by the Bank for the purposes hereinafter mentioned, and any one of them acting alone, the Attorneys and Attorney of the Customer with full power of substitution from time to time for and in the name of the Customer to do whatsoever the said Attorneys or Attorney may deem expedient for the purpose of carrying into effect any or all of the provisions of this agreement, and this appointment being made in consideration of a loan or loans, advance or advances, by the Bank to the Customer shall be irrevocable and shall be of full force and effect whenever and so often as any loan or advance by the Bank to the Customer is unpaid or any such obligation as aforesaid to the Bank is unfulfilled and notwithstanding any occurrence or event which would otherwise terminate such agency. Every power, right and discretion vested by law in the Bank or conferred upon it by this agreement may be exercised on its behalf by the said officers or acting officers of the Bank or any person from time to time named by the Bank for such purpose, and any one of them acting alone.

12. The Bank shall not be responsible for any failure to exercise or enforce or for any delay in the exercise or enforcement of any powers, rights or discretions of the Bank, including the failure to take steps to preserve rights against other persons nor for any act, default or misconduct of any agent, officer, employee or servant of the Bank and the Bank shall be accountable only for such moneys as it shall actually receive. The Bank shall not be responsible for any loss or damage to the property while in the possession of the Bank, a receiver or a sheriff, whether due to the negligence or other default of any of them or otherwise, and specifically the Bank shall not be obligated to preserve, repair, process, or prepare for disposition any of the property.

13. Any notice to or demand upon the Customer shall be sufficiently given if despatched by post addressed to the Customer at the address of the Customer as shown by the books kept in relation to the account of the Customer at the branch of the Bank from which notice or demand is despatched and shall be deemed to have been received by the Customer at the time when in the ordinary course of post it would be expected to reach the said address.

14. The benefit of all rules of law or equity and compliance with any statutory provisions now or hereafter in force inconsistent with any of the provisions of this agreement are hereby waived by the Customer.

15. The provisions hereof shall be in addition to all other remedies of the Bank existing in law and to all rights under agreements heretofore given and no sale or delivery by the customer of the property or any part thereof shall prejudice or affect the rights however arising of the Bank in or with respect to property so sold or delivered, and this shall be a continuing agreement and all its provisions shall extend to all loans and advances to the Customer by the Bank and all obligations of the Customer to the Bank at any time outstanding and to the security and the property as they may exist from time to time and all proceeds thereof; and every loan and advance heretofore, now or hereafter made shall be deemed to have been made upon the agreements herein contained.

r.k.

16. This agreement shall be binding upon and enure to the benefit of the Customer and the Bank and the heirs, executors and administrators or successors and assigns, as the case may be, of each of them.

Note

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

Note

Dated at *Olds, Alberta*, this 20 day of JULY, 2018.

1652563 Alberta Ltd.

By: 

Name: Courtney Moffatt, President

Title: Authorized Signatory

By: 

Name: Jerry Roberts, Secretary-Treasurer

Title: Authorized Signatory

® Registered trade-marks of Bank of Montreal

rk

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

JERRY ROBERTS

sworn this 29th day of January, 2021



A Commissioner for Oaths in and for Alberta

Richard Kay

My Commission Expires September 21, 20~~21~~²²



Search ID #: Z13468584

Transmitting Party

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

10011 170 STREET
EDMONTON, AB T5P 4R5

Party Code: 50076967
Phone #: 780 483 8211
Reference #: 03239774-EDD3 5
1314

Search ID #: Z13468584

Date of Search: 2021-Jan-28

Time of Search: 10:16:35

Business Debtor Search For:

1652563 ALBERTA LTD.

Both Exact and Inexact Result(s) Found

NOTE:

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



Search ID #: Z13468584

Business Debtor Search For:

1652563 ALBERTA LTD.

Search ID #: Z13468584

Date of Search: 2021-Jan-28

Time of Search: 10:16:35

Registration Number: 16101422023

Registration Date: 2016-Oct-14

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2022-Oct-14 23:59:59

Exact Match on: Debtor No: 1

Amendments to Registration

16101427036

Amendment

2016-Oct-14

Debtor(s)

Block

1 1652563 ALBERTA LTD
419 10 AVENUE
CARSTAIRS, AB T0M0N0

Status

Current

Block

2 MOFFAT, COURTNEY, R
PO BOX 2044
CARSTAIRS, AB T0M0N0

Status

Deleted by
16101427036

Birth Date:
1980-Jan-01

Block

3 MOFFAT, COURTNEY
PO BOX 2044
CARSTAIRS, AB T0M0N0

Status

Deleted by
16101427036

Birth Date:
1980-Jan-01

Block

4 MOFFATT, COURTNEY, R
PO BOX 2044
CARSTAIRS, AB T0M0N0

Status

Deleted by
16101427036

Birth Date:
1980-Jan-01

nk

Search ID #: Z13468584

Block

5 MOFFATT, COURTNEY, R
PO BOX 2044
CARSTAIRS, AB T0M0N0

Status

Current by
16101427036

Birth Date:
1980-Apr-18

Block

6 MOFFAT, COURTNEY
PO BOX 2044
CARSTAIRS, AB T0M0N0

Status

Current by
16101427036

Birth Date:
1980-Apr-18

Block

7 MOFFAT, COURTNEY, R
PO BOX 2044
CARSTAIRS, AB T0M0N0

Status

Current by
16101427036

Birth Date:
1980-Apr-18

Secured Party / Parties

Block

1 BLUE CHIP LEASING CORPORATION
156 DUNCAN MILL RD, UNIT 16
TORONTO, ON M3B3N2

Status

Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	1C6RR7TT5FS533400	2015	RAM 1500	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	ALL TRUCK EQUIPMENT OF EVERY NATURE OR KIND DESCRIBED IN LEASE NUMBER 46476 (72993) BETWEEN THE SECURED PARTY, AS LESSOR AND THE DEBTOR AS LESSEE, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, SUBSTITUTIONS AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF.	Current

rk

Search ID #: Z13468584

Business Debtor Search For:

1652563 ALBERTA LTD.

Search ID #: Z13468584

Date of Search: 2021-Jan-28

Time of Search: 10:16:35

Registration Number: 18070513346

Registration Date: 2018-Jul-05

Registration Type: SECURITY AGREEMENT

Registration Status: Current

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

Exact Match on: Debtor No: 1

Amendments to Registration

20041409947	Amendment	2020-Apr-14
20041614016	Amendment	2020-Apr-16
21011419683	Amendment	2021-Jan-14

Debtor(s)

Block

1 1652563 ALBERTA LTD.
BOX 2044
CARSTAIRS, AB T0M 0N0

Status
Current

Block

2 TWO GUYS TRAILERS
419 - 10 AVENUE SOUTH
CARSTAIRS, AB T0M 0N0

Status
Current by
21011419683

Block

3 2 GUYS TRAILERS
419 - 10 AVENUE SOUTH
CARSTAIRS, AB T0M 0N0

Status
Current by
21011419683

Secured Party / Parties

Block

1 BANK OF MONTREAL
121-10 AVENUE PO BOX489
CARSTAIRS, AB T0M 0N0

Status
Deleted by
20041409947

rk

Search ID #: Z13468584

Block

2 BANK OF MONTREAL
121-10 AVENUE PO BOX489
CARSTAIRS, AB T0M 0N0
Email: abautonsp@teranet.ca

Status

Deleted by
21011419683

Block

3 2314174 ALBERTA LTD.
SUITE 3810, 888 3RD STREET SW
CALGARY, AB T2P 5C5
Email: jdrsjr@telus.net

Status

Current by
21011419683

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	3C63R3FL4EG198145	2014	RAM 3500 RETAIL TRUCK	MV - Motor Vehicle	Deleted By 20041614016
2	WAUPL68E14A075344	2004	AUDI S4 RETAIL TRUCK	MV - Motor Vehicle	Deleted By 20041614016
3	1FTFW1EF6BFC54064	2011	FORD F150 XLT WHOLE SALE	MV - Motor Vehicle	Deleted By 20041614016
4	3D3KU28C64G251766	2004	DODGE 25000 WHOLE SALE TR	MV - Motor Vehicle	Deleted By 20041614016
5	1FTEW1EF0HKE00325	2017	FORD F150 LARIAT WHOLE S	MV - Motor Vehicle	Deleted By 20041614016
6	1FT7W2B67EEB48778	2014	FORD F-250 SUPER DUTY WH	MV - Motor Vehicle	Deleted By 20041614016

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	All present and after acquires personal/moveable property. including but not limited to Machinery, Equipment, CDN Accounts receivable.	Current

Particulars

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
1	The Complete Description of Serial Collateral is:	Current By 20041409947

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
2	2014 RAM3500 RETAIL TRUCK SERIAL NUMBER 3C63R3FL4EG198145	Current By 20041409947

rk

Search ID #: Z13468584

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
3	2004 AUDI S4 RETAIL TRUCK SERIAL NUMBER WAUPL68E14A075344	Current By 20041409947
<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
4	2011 FORD F150 XLT WHOLE SALE TRUCK SERIAL NUMBER	Current By 20041409947
<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
5	1FTFW1EF6BFC54064	Current By 20041409947
<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
6	2004 DODGE 25000 WHOLE SALE TRUCK SERIAL NUMBER 3D3KU28C64G251766	Current By 20041409947
<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
7	2017 F150 LARIAT WHOLE SALE TRUCK SERIAL NUMBER 1FTEW1EF0HKE00325	Current By 20041409947
<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
8	2014 FORD F-250 SUPER DUTY WHOLE SALE TRUCK SERIAL NUMBER	Current By 20041409947
<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
9	1FT7W2B67EEB48778	Current By 20041409947
<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
10	DELETE	Current By 20041614016
<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
11	The Complete Description of Serial Collateral is:	Current By 20041614016
<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
12	2014 RAM3500 RETAIL TRUCK SERIAL NUMBER 3C63R3FL4EG198145	Current By 20041614016

rk

Search ID #: Z13468584

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
13	2004 AUDI S4 RETAIL TRUCK SERIAL NUMBER WAUPL68E14A075344	Current By 20041614016
<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
14	2011 FORD F150 XLT WHOLE SALE TRUCK SERIAL NUMBER	Current By 20041614016
<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
15	1FTFW1EF6BFC54064	Current By 20041614016
<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
16	2004 DODGE 25000 WHOLE SALE TRUCK SERIAL NUMBER 3D3KU28C64G251766	Current By 20041614016
<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
17	2017 F150 LARIAT WHOLE SALE TRUCK SERIAL NUMBER 1FTEW1EF0HKE00325	Current By 20041614016
<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
18	2014 FORD F-250 SUPER DUTY WHOLE SALE TRUCK SERIAL NUMBER	Current By 20041614016
<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
19	1FT7W2B67EEB48778	Current By 20041614016
<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
20	THE COMPLETE ADDRESS FOR THE SECURED PARTY IN BLOCK 3 IS SUITE 3810, BANKERS HALL WEST, 888 3RD STREET SW, CALGARY, AB, T2P 5C5.	Current By 21011419683

rK

Search ID #: Z13468584

Business Debtor Search For:

1652563 ALBERTA LTD.

Search ID #: Z13468584

Date of Search: 2021-Jan-28

Time of Search: 10:16:35

Registration Number: 19031820579

Registration Date: 2019-Mar-18

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2022-Mar-18 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

1 1652563 ALBERTA LTD.
419 - 10 AVE SOUTH
CARSTAIRS, AB T0M 0N0

Status
Current

Block

2 MOFFATT, COURTNEY
419 - 10 AVE SOUTH
CARSTAIRS, AB T0M 0N0

Status
Current

Birth Date:
1980-Apr-18

Secured Party / Parties

Block

1 D & D VEHICLE SALES INC.
3760 - 48 AVE
CAMROSE, AB T4V 3Z7

Status
Current

Block

2 ATB FINANCIAL
100 4911 51 STREET
RED DEER, AB T4N 3Z7

Status
Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	1FT8W3BT5HED74483	2017	Ford F350	MV - Motor Vehicle	Current

rk

Search ID #: Z13468584

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	PROCEEDS: All present and after acquired personal property derived directly or indirectly from any dealings with the original collateral of proceeds thereof.	Current

rk

Search ID #: Z13468584

Business Debtor Search For:

1652563 ALBERTA LTD.

Search ID #: Z13468584

Date of Search: 2021-Jan-28

Time of Search: 10:16:35

Registration Number: 19032724194

Registration Date: 2019-Mar-27

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2021-Mar-27 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

1 1652563 ALBERTA LTD
419 10 AVENUE S
CARSTAIRS, AB T0M 0N0

Status
Current

Block

2 2 GUYS TRAILERS
419 10 AVENUE S
CARSTAIRS, AB T0M 0N0

Status
Current

Secured Party / Parties

Block

1 EMERALD HOLDINGS INC
2625 26 STREET NE
CALGARY, AB T1Y 1A4
Phone #: 403 680 1587

Status
Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	3C7WDNFL3CG233418	2012	Ram 5500	MV - Motor Vehicle	Current
2	3C7WDNFL9CG308585	2012	Ram 5500	MV - Motor Vehicle	Current

rk

Search ID #: Z13468584

Business Debtor Search For:

1652563 ALBERTA LTD.

Search ID #: Z13468584

Date of Search: 2021-Jan-28

Time of Search: 10:16:35

Registration Number: 19040414396

Registration Date: 2019-Apr-04

Registration Type: REPORT OF SEIZURE

Registration Status: Current

Registration Term: Infinity

Service Area 4

Amount being seized for is \$74,000.00.

Property was seized on 2019-Apr-03

<u>Registration Type</u>	<u>Date</u>	<u>Registration #</u>	<u>Value</u>
Report of Seizure	2019-Apr-03	19040414396	\$74,000.00

Exact Match on: Debtor No: 1

Solicitor / Agent

EMERALD HOLDINGS LTD.
2625 26 STREET NE
CALGARY, AB

Civil Enforcement Agent

STEWART BELLAND & ASSOC. INC.
12540 - 126 AVENUE
EDMONTON, AB T5L 3C7
Phone #: 780 465 9725 Fax #: 780 469 6815

Debtor(s)

Block

1 1652563 ALBERTA LTD
419 10 AVENUE S
CARSTAIRS, AB T0M 0N0

Status
Current

rk

Search ID #: Z13468584

Block

2 2 GUYS TRAILERS
419 10 AVENUE S
CARSTAIRS, AB T0M 0N0

Status
Current

Creditor(s)

Block

1 EMERALD HOLDINGS INC
2625 26 STREET NE
CALGARY, AB T1Y 1A4
Phone #: 403 680 1587

Status
Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	3C7WDNFL9CG308588	2012	RAM 5500	MV - Motor Vehicle	Current
2	3C7WDNFL3CG233418	2012	DODGE 5500	MV - Motor Vehicle	Current

Particulars

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
1	SEIZED AND REMOVED TO OIL COUNTRY TOWING, NISKU, AB.	Current

rk

Search ID #: Z13468584

Business Debtor Search For:

1652563 ALBERTA LTD.

Search ID #: Z13468584

Date of Search: 2021-Jan-28

Time of Search: 10:16:35

Registration Number: 19100226917

Registration Date: 2019-Oct-02

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2022-Oct-02 23:59:59

Exact Match on:

Debtor

No: 1

Debtor(s)

Block

1 1652563 ALBERTA LTD.
419 - 10TH AVE. SOUTH
CARSTAIRS, AB T0N 0N0

Status
Current

Secured Party / Parties

Block

1 JUBILEE FORD SALES (1983) LTD.
419 BRAND PLACE
SASKATOON, SK S7J 5L6

Status
Current

Block

2 HSBC BANK CANADA
321- 21ST STREET EAST
SASKATOON, SK S7K 0C1

Status
Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	SADCJ2FX5KA616580	2019	JAGUAR F-PACE	MV - Motor Vehicle	Current

rk

Search ID #: Z13468584

Business Debtor Search For:

1652563 ALBERTA LTD.

Search ID #: Z13468584

Date of Search: 2021-Jan-28

Time of Search: 10:16:35

Registration Number: 19100226938

Registration Date: 2019-Oct-02

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2022-Oct-02 23:59:59

Inexact Match on: Debtor No: 1

Debtor(s)

Block

1 1652563 ALBERTA
419 - 10TH AVE. SOUTH
CARSTAIRS, AB T0N 0N0

Status
Current

Secured Party / Parties

Block

1 JUBILEE FORD SALES (1983) LTD.
419 BRAND PLACE
SASKATOON, SK S7J 5L6

Status
Current

Block

2 HSBC BANK CANADA
321 - 21ST STREET EAST
SASKATOON, SK S7K 0C1

Status
Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	1FTFW1RG7KFB22398	2019	FORD F150 RAPTOR	MV - Motor Vehicle	Current

rK

Search ID #: Z13468584

Business Debtor Search For:

1652563 ALBERTA LTD.

Search ID #: Z13468584

Date of Search: 2021-Jan-28

Time of Search: 10:16:35

Registration Number: 19102341356

Registration Date: 2019-Oct-23

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2022-Oct-23 23:59:59

Exact Match on:

Debtor

No: 1

Debtor(s)

Block

Status

Current

1 1652563 ALBERTA LTD.
419 - 10TH AVE. SOUTH
CARSTAIRS, AB T0N 0N0

Secured Party / Parties

Block

Status

Current

1 JUBILEE FORD SALES (1983) LTD.
419 BRAND PLACE
SASKATOON, SK S7J 5L6

Block

Status

Current

2 HSBC BANK CANADA
321- 21ST STREET EAST
SASKATOON, SK S7K 0C1

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	1FMJK2AT7KEA59647	2019	FORD EXPEDITION	MV - Motor Vehicle	Current

rk

Search ID #: Z13468584

Business Debtor Search For:

1652563 ALBERTA LTD.

Search ID #: Z13468584

Date of Search: 2021-Jan-28

Time of Search: 10:16:35

Registration Number: 20021336944

Registration Date: 2020-Feb-13

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2025-Feb-13 23:59:59

Exact Match on: Debtor No: 1

Amendments to Registration

20041624794	Amendment	2020-Apr-16
20061126012	Amendment	2020-Jun-11
21011419702	Amendment	2021-Jan-14

Debtor(s)

Block

1 1652563 ALBERTA LTD.
PO BOX 2044
CARSTAIRS, AB T0M 0N0

Status
Current

Block

2 TWO GUYS TRAILERS
419 - 10 AVENUE SOUTH
CARSTAIRS, AB T0M 0N0

Status
Current by
21011419702

Block

3 2 GUYS TRAILERS
419 - 10 AVENUE SOUTH
CARSTAIRS, AB T0M 0N0

Status
Current by
21011419702

Secured Party / Parties

Block

1 BANK OF MONTREAL/BANQUE DE MONTREAL
250 YONGE STREET, 9TH FLOOR
TORONTO, ON M5B 2L7
Email: abautonsp@teranet.ca

Status
Deleted by
21011419702

r k

Search ID #: Z13468584

Block

2 2314174 ALBERTA LTD.
SUITE 3810, 888 3RD STREET SW
CALGARY, AB T2P 5C5
Email: jdrsjr@telus.net

Status

Current by
21011419702

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	1FMJK2AT7KEA59647	2019	Ford Expedition	MV - Motor Vehicle	Current
2	SADCJ2FX5KA616580	2019	Jaguar F-Pace	MV - Motor Vehicle	Current
3	3C63R3FL4EG198145	2014	RAM3500 RETAIL TRUCK	MV - Motor Vehicle	Current By 20041624794
4	WAUPL68E14A075344	2004	AUDI S4 RETAIL TRUCK	MV - Motor Vehicle	Current By 20041624794
5	1FTFW1EF6BFC54064	2011	FORD F150 XLT WHOLE SALE	MV - Motor Vehicle	Current By 20041624794
6	3D3KU28C64G251766	2004	DODGE 25000 WHOLE SALE TR	MV - Motor Vehicle	Deleted By 20061126012
7	1FTEW1EF0HKE00325	2017	F150 LARIAT WHOLE SALE T	MV - Motor Vehicle	Current By 20041624794
8	1FT7W2B67EEB48778	2014	FORD F-250 SUPER DUTY WH	MV - Motor Vehicle	Current By 20041624794

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	LF278 Any after-acquired property in replacement or	Current
2	substitution of such equipment, and all proceeds thereof and	Current
3	accessions thereto.	Current

Particulars

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
1	THE COMPLETE DESCRIPTION OF SERIAL COLLATERALS SHOULD READ AS - 2014 RAM3500 RETAIL TRUCK SERIAL NUMBER 3C63R3FL4EG198145 2004 AUDI S4 RETAIL TRUCK SERIAL NUMBER WAUPL68E14A075344 2011 FORD F150 XLT WHOLE SALE TRUCK SERIAL NUMBER 1FTFW1EF6BFC54064 2004 DODGE 25000 WHOLE SALE TRUCK SERIAL NUMBER 3D3KU28C64G251766 2017 F150 LARIAT WHOLE SALE TRUCK SERIAL NUMBER 1FTEW1EF0HKE00325 2014 FORD F-250 SUPER DUTY WHOLE SALE TRUCK SERIAL NUMBER 1FT7W2B67EEB48778	Current By 20041624794

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
2	DELETE THE FOLLOWING - 2004 DODGE 25000 WHOLE SALE TRUCK SERIAL NUMBER 3D3KU28C64G251766	Current By 20061126012

rk

Search ID #: Z13468584

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
3	THE COMPLETE ADDRESS FOR THE SECURED PARTY IN BLOCK 2 IS SUITE 3810, BANKERS HALL WEST, 888 3RD STREET SW, CALGARY, AB, T2P 5C5.	Current By 21011419702

rk

Search ID #: Z13468584

Business Debtor Search For:

1652563 ALBERTA LTD.

Search ID #: Z13468584

Date of Search: 2021-Jan-28

Time of Search: 10:16:35

Registration Number: 20102636032

Registration Date: 2020-Oct-26

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2021-Oct-26 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status
Current

1 1652563 ALBERTA LTD
419 - 10TH AVE S
CARSTAIRS, AB T0N 0N0

Secured Party / Parties

Block

Status
Current

1 JUBILEE FORD SALES (1983) LTD.
419 BRAND PLACE
SASKATOON, SK S7J 5L6
Email: abautonsp@teranet.ca

Block

Status
Current

2 HSBC BANK CANADA
321 - 21ST STREET EAST
SASKATOON, SK S7K 0C1
Email: abautonsp@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	WP0AC2A79DL090143	2013	PORSCHE PANAMERA	MV - Motor Vehicle	Current

rk

Search ID #: Z13468584

Business Debtor Search For:

1652563 ALBERTA LTD.

Search ID #: Z13468584

Date of Search: 2021-Jan-28

Time of Search: 10:16:35

Registration Number: 21011123890

Registration Type: WRIT OF ENFORCEMENT

Registration Date: 2021-Jan-11

Registration Status: Current

Expiry Date: 2023-Jan-11 23:59:59

Issued in Medicine Hat Judicial Centre

Court File Number is 210800008

Judgment Date is 2021-Jan-04

This Writ was issued on 2021-Jan-08

Type of Judgment is Other

Original Judgment Amount: \$22,250.00

Costs Are: \$233.03

Post Judgment Interest: \$0.00

Current Amount Owing: \$22,483.03

Exact Match on: Debtor No: 1

Solicitor / Agent

NIBLOCK & COMPANY LLP/BRYCE R. FARRELL
420 MACLEOD TRAIL S.E.
MEDICINE HAT, AB T1A 7G5

Phone #: 403 526 2806

Fax #: 403 526 2356

Reference #: 64,297-002
BRF

Email: bfarrell@niblock.ca

Debtor(s)

Block

1 1652563 ALBERTA LTD.
419 10 AVE S
CARSTAIRS, AB T0M 0N0

Status
Current

Block

2 MOFFATT, COURTNEY
419 10 AVE S
CARSTAIRS, AB T0M 0N0

Status
Current

rk

Search ID #: Z13468584

Gender:
Female

Block

3 ROBERTS, JERRY
419 10 AVE S
CARSTAIRS, AB T0M 0N0

Status
Current

Gender:
Male

Creditor(s)

Block

1 STERLING TRAILER SALES (A PARTNERSHIP)
1935 2 AVE
DUNMORE, AB T0J 1A0
Email: marksemrau@shaw.ca

Status
Current

Result Complete

rk

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

JERRY ROBERTS

sworn this 29th day of January, 2021

R. Kay

A Commissioner for Oaths in and for Alberta

Richard Kay

My Commission Expires September 21, 2022



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0038 673 109 3845CO;28;5,6 201 128 945 +1

LEGAL DESCRIPTION
PLAN 3845CO
BLOCK 28
LOTS 5 AND 6
EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME

ESTATE: FEE SIMPLE
ATS REFERENCE: 5;1;30;17;SE

MUNICIPALITY: TOWN OF CARSTAIRS

REFERENCE NUMBER: 181 209 629

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
201 128 945	24/07/2020	SEPARATION - PARCEL		

OWNERS

1652563 ALBERTA LTD.
OF BOX 2144
CARSTAIRS
ALBERTA T0M 0N0

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
181 209 630	28/09/2018	MORTGAGE MORTGAGEE - BANK OF MONTREAL. 121 10TH AVENUE, PO BOX 489 CARSTAIRS ALBERTA T0M0N0 ORIGINAL PRINCIPAL AMOUNT: \$500,000
211 018 902	22/01/2021	WRIT

(CONTINUED)

rk

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

CREDITOR - STERLING TRAILER SALES (A PARTNERSHIP).
1935-2 AVE
DUNMORE
ALBERTA T0J1A0
DEBTOR - 1652563 ALBERTA LTD.
419-10 AVE S
CARSTAIRS
ALBERTA TOM0N0
AMOUNT: \$22,250 AND COSTS IF ANY
ACTION NUMBER: 210800008

TOTAL INSTRUMENTS: 002

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 28 DAY OF
JANUARY, 2021 AT 10:09 A.M.

ORDER NUMBER: 40920057

CUSTOMER FILE NUMBER: 55397-1 kn



END OF CERTIFICATE

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

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

rk

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
201 128 945

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

CREDITOR - STERLING TRAILER SALES (A PARTNERSHIP) .
1935-2 AVE
DUNMORE
ALBERTA T0J1A0
DEBTOR - 1652563 ALBERTA LTD.
419-10 AVE S
CARSTAIRS
ALBERTA T0M0N0
AMOUNT: \$22,250 AND COSTS IF ANY
ACTION NUMBER: 210800008

TOTAL INSTRUMENTS: 002

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 28 DAY OF
JANUARY, 2021 AT 10:09 A.M.

ORDER NUMBER: 40920057

CUSTOMER FILE NUMBER: 55397-1 kn



END OF CERTIFICATE

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

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

rk



LAND TITLE CERTIFICATE

S
 LINC SHORT LEGAL TITLE NUMBER
 0019 707 009 3845CO;OT 201 137 322

LEGAL DESCRIPTION

PLAN 3845CO
 THAT PORTION OF THE ROADWAY
 SOUTH OF LOT 8 BLOCK 28
 AND NORTH OF LOT 1 BLOCK 29
 EXCEPTING THEREOUT ALL MINES AND MINERALS

ATS REFERENCE: 5;1;30;17;SE
 ESTATE: FEE SIMPLE

MUNICIPALITY: TOWN OF CARSTAIRS

REFERENCE NUMBER: 851 042 530

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
201 137 322	07/08/2020	TRANSFER OF LAND	\$240,000	NOMINAL

OWNERS

1652563 ALBERTA LTD.
 OF BOX 2144
 CARSTAIRS
 ALBERTA T0M 0N0

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
201 208 518	10/11/2020	CAVEAT RE : AMENDING AGREEMENT CAVEATOR - BANK OF MONTREAL. C/O BURNET, DUCKWORTH & PALMER SUITE 2400, 525 - 8 AVENUE SW CALGARY ALBERTA T2P1G1

rk

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

AGENT - HARRISON M CLARK

TOTAL INSTRUMENTS: 001

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 28 DAY OF
JANUARY, 2021 AT 12:13 P.M.

ORDER NUMBER: 40923688

CUSTOMER FILE NUMBER: 055280-00001



END OF CERTIFICATE

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

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

rk

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

JERRY ROBERTS

sworn this 29th day of January, 2021

R. Kay

A Commissioner for Oaths in and for Alberta

Richard Kay

My Commission Expires September 21, 2022

Guarantee for Indebtedness of an Incorporated Company

To BANK OF MONTREAL:

IN CONSIDERATION of Bank of Montreal (the "Bank") dealing with 1652563 ALBERTA LTD. (the "Customer"), the undersigned hereby jointly and severally (solidarity in the Province of Québec) guarantees payment to the Bank of all present and future debts and liabilities in any currency, direct, indirect, contingent or otherwise, matured or not, including interest thereon, now or at any time, due or owing to the Bank from or by the Customer or by any successor of the Customer, whether arising from dealings between the Bank and the Customer or from other dealings or proceedings by which the Bank may be or become in any manner whatever a creditor of the Customer, wherever incurred and whether incurred by the Customer as principal or surety, alone or jointly with any other person, or otherwise howsoever. The liability of the undersigned (or each undersigned, if more than one), under this Guarantee, is limited to the aggregate amount of One Million six hundred forty five thousand Dollars \$1,645,000.00 plus interest thereon at a rate of 3.0 per cent per annum above the Bank's prime interest rate in effect from time to time, from and including the date of demand until payment, and legal or other costs, charges and expenses. The liability of the undersigned to make payment under this Guarantee shall arise immediately after demand for payment under this Guarantee has been made in writing by the Bank on the undersigned or any one of them, if more than one. The term "prime interest rate" means the floating annual rate of interest established from time to time by the Bank as the base rate it uses to determine rates of interest on Canadian dollar loans to customers in Canada and designated as Prime Rate.

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

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

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

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

rk

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

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

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

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

ALL DEBTS AND LIABILITIES present and future of the Customer to the undersigned are hereby assigned (to the extent permitted by applicable law) to the Bank and postponed to the debts and liabilities of the Customer to the Bank and all such amounts paid to the undersigned or its assigns shall be received on behalf of and in trust for the Bank and shall immediately be paid over to the Bank.

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

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

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

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

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

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

This clause
applies to
the Province
of Québec
only

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

rk

Dated this 7 day of Feb, 2020

Courtney Moffatt

Signature: 

Witness Signature: 

Name: **Linda J. Neilson**
Barrister and Solicitor
P.O. Box 95
Carstairs, Alberta
T0M 0N0



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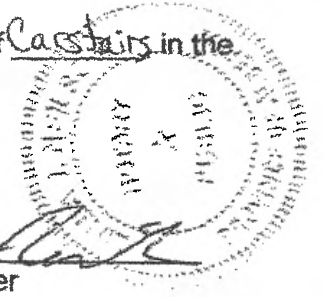
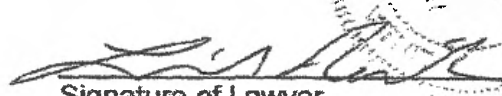
rk

CERTIFICATE
(FOR USE IN THE PROVINCE OF ALBERTA ONLY)

I hereby certify that:

1. , the guarantor in the guarantee dated Feb 7, 2020 made between Courtney Moffatt and Bank of Montreal, which this certificate is attached to or noted on, appeared in person before me and acknowledged that he/she had executed the guarantee.
2. I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

CERTIFIED by Linda J. Neilson, Lawyer at the town of Carstairs in the Province of Alberta, this 7 day of February, 2020

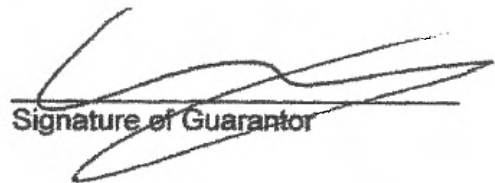


Signature of Lawyer

Linda J. Neilson
Barrister and Solicitor
P.O. Box 95
Carstairs, Alberta
T0M 0N0

STATEMENT OF GUARANTOR

I am the person named in this certificate.



Signature of Guarantor

rk

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

JERRY ROBERTS

sworn this 29th day of January, 2021

R. Kay

A Commissioner for Oaths in and for Alberta

Richard Kay

My Commission Expires September 21, 2022

Guarantee for Indebtedness of an Incorporated Company

To BANK OF MONTREAL:

IN CONSIDERATION of Bank of Montreal (the "Bank") dealing with 1652563 ALBERTA LTD. (the "Customer"), the undersigned hereby jointly and severally (solidarily in the Province of Québec) guarantees payment to the Bank of all present and future debts and liabilities in any currency, direct, indirect, contingent or otherwise, matured or not, including interest thereon, now or at any time, due or owing to the Bank from or by the Customer or by any successor of the Customer, whether arising from dealings between the Bank and the Customer or from other dealings or proceedings by which the Bank may be or become in any manner whatever a creditor of the Customer, wherever incurred and whether incurred by the Customer as principal or surety, alone or jointly with any other person, or otherwise howsoever. The liability of the undersigned (or each undersigned, if more than one), under this Guarantee, is limited to the aggregate amount of One Million six hundred forty five thousand Dollars \$1,645,000.00 plus interest thereon at a rate of 3.0 per cent per annum above the Bank's prime interest rate in effect from time to time, from and including the date of demand until payment, and legal or other costs, charges and expenses. The liability of the undersigned to make payment under this Guarantee shall arise immediately after demand for payment under this Guarantee has been made in writing by the Bank on the undersigned or any one of them, if more than one. The term "prime interest rate" means the floating annual rate of interest established from time to time by the Bank as the base rate it uses to determine rates of interest on Canadian dollar loans to customers in Canada and designated as Prime Rate.

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

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

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

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

rk

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

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

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

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

ALL DEBTS AND LIABILITIES present and future of the Customer to the undersigned are hereby assigned (to the extent permitted by applicable law) to the Bank and postponed to the debts and liabilities of the Customer to the Bank and all such amounts paid to the undersigned or its assigns shall be received on behalf of and in trust for the Bank and shall immediately be paid over to the Bank.

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

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

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

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

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

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

This clause
applies to
the Province
of Québec
only

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

rk

Dated this 11 day of February, 2020.

Jerry Roberts

Signature: [Handwritten Signature]

Witness Signature: [Handwritten Signature]

Name: Linda J. Neilson

Sandi Roberts

Signature: [Handwritten Signature]

Witness Signature: [Handwritten Signature]

Name: Linda J. Neilson

© Registered trade-marks of Bank of Montreal

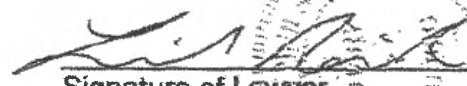
rk

CERTIFICATE
(FOR USE IN THE PROVINCE OF ALBERTA ONLY)

I hereby certify that:

1. , the guarantor in the guarantee dated Feb. 11, 2020 made between Jerry Roberts and Sandi Roberts and Bank of Montreal, which this certificate is attached to or noted on, appeared in person before me and acknowledged that he/she had executed the guarantee.
2. I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

CERTIFIED by Linda J. Neilson, Lawyer at the town of Carstairs in the Province of Alberta, this 11 day of Feb, 2020.


Signature of Lawyer
Linda J. Neilson
Barrister and Solicitor
P.O. Box 95
Carstairs, Alberta
T0M 0N0

STATEMENT OF GUARANTOR

I am the person named in this certificate.


Signature of Guarantor


rk

CERTIFICATE
(FOR USE IN THE PROVINCE OF ALBERTA ONLY)

I hereby certify that:

1. , the guarantor in the guarantee dated Feb. 11, 2020 made between Jerry Roberts and Sandi Roberts and Bank of Montreal, which this certificate is attached to or noted on, appeared in person before me and acknowledged that he/she had executed the guarantee.
2. I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

CERTIFIED by Linda J. Neilson, Lawyer at the town of Carstairs, in the Province of Alberta, this 11 day of Feb, 2020.


Signature of Lawyer
Linda J. Neilson
Barrister and Solicitor
P.O. Box 95
Carstairs, Alberta
T0M 0N0

STATEMENT OF GUARANTOR

I am the person named in this certificate.


Signature of Guarantor

rk

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

JERRY ROBERTS

sworn this 29th day of January, 2021

R Kay

A Commissioner for Oaths in and for Alberta

Richard Kay

My Commission Expires September 21, 2022

VIA REGISTERED MAIL & EMAIL (Rodtek@hotmail.com and jdrsjr@telus.net)

May 26, 2020

1652563 Alberta Ltd.
419, 10th Avenue S.
Carstairs, AB T0M 0N0

Dear Sir/Madam:

Re: Bank of Montreal ("BMO" or the "Lender") and 1652563 Alberta Ltd. ("165" or the "Borrower")

We are counsel to BMO in connection with, among others, the following agreements entered into between BMO as lender and 165 as borrower:

- Letter of Agreement executed June 18, 2018;
- Letter of Agreement—Amendment and Restatement executed September 13, 2018;
- Letter of Agreement—Amendment and Restatement executed February 10, 2020;
- Application for Credit and Promise to Give Bills of Lading, Warehouse Receipts, or Security under Section 427 of the Bank Act dated July 20, 2018; and
- Section 427 Bank Act Security Letter of Agreement (undated) authorizing the Lender to: (i) date security documents granted under the Bank Act; and (ii) insert all other appropriate reference dates as the Lender sees fit,

(collectively, the "Loan Agreements").

Reference is also made to the following security:

- a Security Agreement dated July 6, 2018 granted by 165 in favour of BMO;
- a mortgage dated July 6, 2018 granted by 165 in the principal amount of CAD\$500,000;
- a Chattel Mortgage (P.P.S.A.) dated February 10, 2020;
- a Notice of Intention to grant security under Section 427 of the Bank Act granted by the Borrower in favour of the Lender dated July 17, 2018; and

10180364.1

BD&P

rk

- Security under Section 427 of the Bank Act dated July 20, 2018 executed by the Borrower in favour of the Lender,

(collectively, the "**Security**").

The Borrower is in default of the Loan Agreements and the Security, and all amounts owing to BMO under the Loan Agreements are immediately due and payable. The Borrower's defaults include but are not limited to: (i) failure to make payments to BMO when due; (ii) breaches by the Borrower of covenants under the Loan Agreements; and (iii) a material adverse change to the Borrower's financial condition.

On behalf of BMO, we hereby demand repayment of all amounts due and owing by 165 to BMO under the Loan Agreements and Security, namely the amount of CAD\$1,695,234.47 as of May 21, 2020, plus all accrued and accruing interest and legal costs on a solicitor and own client fully indemnity basis (the "**Indebtedness**").

Please note that the Indebtedness will continue to accrue interest at the rates agreed to, and costs and expenses will continue to be incurred by BMO for which 165 will be responsible, until payment of all amounts owing is received by either certified cheque or bank draft at the following address:

Bank of Montreal
c/o Burnet, Duckworth & Palmer LLP
2400, 525-8th Avenue SW
Calgary, Alberta
T2P 1G1

Attention: Ryan Algar

If full payment, as set forth above, is not received by close of business on June 5, 2020, BMO will take whatever steps it deems appropriate to seek repayment of the said amount. To this end, we enclose for service upon 165 a Notice of Intention to Enforce Security (an "**NOI**") in accordance with section 244 of the *Bankruptcy and Insolvency Act* (Canada). If 165 is prepared to waive the ten-day notice period, please endorse the Consent and Waiver located on page 2 of the NOI and return to the undersigned.

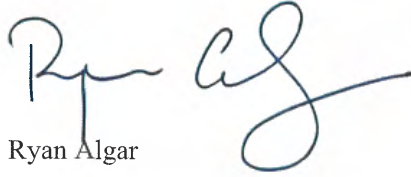
For your information, demands will be issued on the guarantors in respect of the Indebtedness.

Please note that BMO reserves the right to proceed against you: (i) prior to the time stipulated above in the event that it determines that its position has been further jeopardized; and (ii) anytime, or from time to time after any dates stipulated above have passed, and in either case without the necessity of serving a new demand for payment.

If you have any questions, please contact the undersigned.

Yours truly,

BURNET, DUCKWORTH & PALMER LLP


Ryan Algar

REA/kjj

Encl.

cc: Trevor Bauer, Bank of Montreal – *via* email (trevor.bauer@bmo.com)
Sandi Roberts & Jerry Roberts– *via* email (jdrsjr@telus.net)
Courtney Moffatt – *via* email (Rodtek@hotmail.com)

FORM 86

NOTICE OF INTENTION TO ENFORCE SECURITY

(Subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada))

To: 1652563 Alberta Ltd., an insolvent person (the "**Debtor**").

TAKE NOTICE THAT:

1. The Bank of Montreal ("**BMO**"), a secured creditor of the Debtor, intends to enforce its security on the property of the Debtor as set out below:
 - (a) all present and after-acquired real and personal property of the Debtor, including but not limited to:
 - (i) 2019 Ford Expedition, SN: 1FMJK2AT7KEA59647;
 - (ii) 2019 Jaguar F-Pace, SN: SADJC2FX5KA616580;
 - (iii) 2014 Ram 3500 Retail Truck, SN: 3C63R3FL4EG198145;
 - (iv) 2004 Audi S4 Retail Truck, SN: WAUPL68E14A075344;
 - (v) 2011 Ford F150 XLT Whole Sale Truck, SN: 1FTFW1EF6BFC54064;
 - (vi) 2004 Dodge 25000 Whole Sale Truck, SN: 3D3KU28C64G251766;
 - (vii) 2017 F150 Lariat Whole Sale Truck, SN: 1FTEW1EF0HKE00325; and
 - (viii) 2014 Ford F250 Super Duty Whole Sale Truck, SN: 1FT7W2B67EEB48778;
 - (b) real property legally described as Plan 3845CO, Block 28, Lots 5 to 8 inclusive, excepting thereout all mines and minerals and the right to work the same (the "**Real Property**");
 - (c) all inventory and products of the Debtor; and
 - (d) all proceeds of the foregoing collateral.
2. The security to be enforced is in the form of:
 - (a) a Security Agreement dated July 6, 2018;
 - (b) a mortgage with respect to the Real Property dated July 6, 2018;
 - (c) a Chattel Mortgage (P.P.S.A.) dated February 10, 2020;

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- (d) a Notice of Intention to grant security under Section 427 of the Bank Act dated July 17, 2018;
and
- (e) Security under Section 427 of the Bank Act dated July 20, 2018,

(the "**Security**").

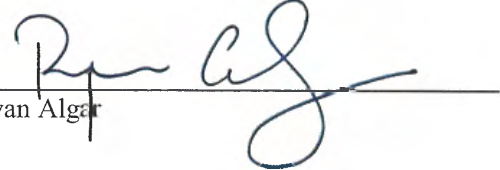
3. The total amount of indebtedness secured by the Security is, as of May 21, 2020, the sum of CAD\$1,695,234.47, plus all accrued and accruing interest and legal costs.

BMO will not have the right to enforce its 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 at the City of Calgary, in the Province of Alberta, this 26th day of May, 2020.

BURNET, DUCKWORTH & PALMER LLP,
solicitors and agents for the Bank of Montreal

Per:



Ryan Algar

CONSENT AND WAIVER

THE UNDERSIGNED hereby:

Acknowledges receipt of the Notice of Intention to Enforce Security;

Waives the ten days of notice required under section 244 of the *Bankruptcy and Insolvency Act* (Canada); and

Consents to the immediate enforcement by the Bank of Montreal of the Security referred to herein.

DATED this _____ day of _____, 2020.

1652563 ALBERTA LTD.

Per: _____

Name:

Title:

rK

VIA REGISTERED MAIL & EMAIL (Rodtek@hotmail.com)

May 26, 2020

Courtney Moffatt
PO Box 2044
Carstairs, AB T0M 0N0

Dear Madam:

Re: Bank of Montreal ("BMO" or the "Lender") and 1652563 Alberta Ltd. ("165" or the "Borrower")

We are counsel to BMO in connection with the credit facilities provided by our client to 165 and the obligations outstanding between you and BMO pursuant to:

- a continuing guarantee in favour of BMO dated July 6, 2018 granted by you in the principal amount of CAD\$1,464,000;
- a continuing guarantee in favour of BMO dated February 7, 2020 granted by you in the principal amount of CAD\$1,645,000;
- an Assignment Postponement and Subordination Agreement in favour of BMO dated July 6, 2018, executed by you, Sandi Roberts and Jerry Roberts; and
- an Assignment Postponement and Subordination Agreement in favour of BMO dated February 10, 2020, executed by you, Sandi Roberts and Jerry Roberts.

The Borrower is in default of its obligations to BMO and BMO has today demanded repayment from the Borrower in the amount of CAD\$1,695,234.47, plus all accrued and accruing interest and legal costs (the "**Indebtedness**"). You have guaranteed repayment of a portion of the Indebtedness. Accordingly, BMO hereby demands payment from you in the amount of CAD\$1,695,234.47 (the "**Guaranteed Indebtedness**").

Please note that the Guaranteed Indebtedness will continue to accrue interest at the rates agreed to, and costs and expenses will continue to be incurred by BMO for which you will be responsible, until payment of all amounts owing is received by either certified cheque or bank draft at the following address:

Bank of Montreal
c/o Burnet, Duckworth & Palmer LLP
2400, 525-8th Avenue SW
Calgary, Alberta
T2P 1G1

Attention: Ryan Algar

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If full payment, as set forth above, is not received by close of business on June 5, 2020, BMO will take whatever steps it deems appropriate to seek repayment of the said amount. To this end, we enclose for service upon you a Notice of Intention to Enforce Security (an "NOI") in accordance with section 244 of the *Bankruptcy and Insolvency Act* (Canada). If you are prepared to waive the ten-day notice period, please endorse the Consent and Waiver located on page 2 of the NOI and return to the undersigned.

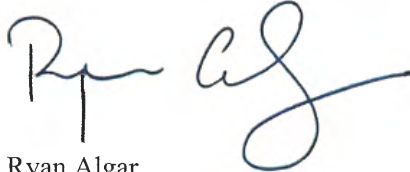
For your information, demands will be issued on other guarantors in respect of the Indebtedness.

Please note that BMO reserves the right to proceed against you: (i) prior to the time stipulated above in the event that it determines that its position has been further jeopardized; and (ii) anytime, or from time to time after any dates stipulated above have passed, and in either case without the necessity of serving a new demand for payment.

If you have any questions, please contact the undersigned.

Yours truly,

BURNET, DUCKWORTH & PALMER LLP

A handwritten signature in blue ink, appearing to read 'Ryan Algar', written over the printed name.

Ryan Algar

REA/kjj

Encl.

cc: Trevor Bauer, Bank of Montreal – via email (trevor.bauer@bmo.com)
1652563 Alberta Ltd. – via email (Rodtek@hotmail.com and jdrsjr@telus.net)

rk

FORM 86

NOTICE OF INTENTION TO ENFORCE SECURITY

(Subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada))

To: Courtney Moffatt, an insolvent person (the "**Debtor**").

TAKE NOTICE THAT:

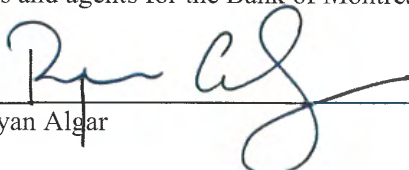
1. The Bank of Montreal ("**BMO**"), a secured creditor of the Debtor, intends to enforce its security on the property of the Debtor as set out below:
 - (a) all amounts owing by 1652563 Alberta Ltd. (the "**Borrower**") to the Debtor.
2. The security to be enforced is in the form of:
 - (a) an Assignment Postponement and Subordination Agreement in favour of BMO dated July 6, 2018; and
 - (b) an Assignment Postponement and Subordination Agreement in favour of BMO dated February 10, 2020.

(the "**Security**").
3. The total amount of indebtedness secured by the Security is, as of May 21, 2020, the sum of CAD\$1,695,234.47, plus all accrued and accruing interest and legal costs.

BMO will not have the right to enforce its 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 at the City of Calgary, in the Province of Alberta, this 26th day of May, 2020.

BURNET, DUCKWORTH & PALMER LLP,
solicitors and agents for the Bank of Montreal

Per: 
Ryan Algar

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BD&P

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CONSENT AND WAIVER

THE UNDERSIGNED hereby:

Acknowledges receipt of the Notice of Intention to Enforce Security;

Waives the ten days of notice required under section 244 of the *Bankruptcy and Insolvency Act* (Canada); and

Consents to the immediate enforcement by the Bank of Montreal of the Security referred to herein.

DATED this _____ day of _____, 2020.

Courtney Moffatt

rk

VIA REGISTERED MAIL & EMAIL (jdrsir@telus.net)

May 26, 2020

Jerry Roberts
PO Box 1096
Carstairs, AB T0M 0N0

Dear Sir:

Re: Bank of Montreal ("BMO" or the "Lender") and 1652563 Alberta Ltd. ("165" or the "Borrower")

We are counsel to BMO in connection with the credit facilities provided by our client to 165 and the obligations outstanding between you and BMO pursuant to:

- a mortgage dated July 6, 2018 granted by you and Sandi Roberts in the principal amount of CAD\$825,000;
- a continuing guarantee in favour of BMO dated July 9, 2018 granted by you and Sandi Roberts, jointly and severally, in the principal amount of CAD\$1,464,000;
- a continuing guarantee in favour of BMO dated February 11, 2020 granted by you and Sandi Roberts, jointly and severally, in the principal amount of CAD\$1,645,000;
- an Assignment Postponement and Subordination Agreement in favour of BMO dated July 6, 2018, executed by you, Sandi Roberts and Courtney Moffatt; and
- an Assignment Postponement and Subordination Agreement in favour of BMO dated February 10, 2020, executed by you, Sandi Roberts and Courtney Moffatt.

The Borrower is in default of its obligations to BMO and BMO has today demanded repayment from the Borrower in the amount of CAD\$1,695,234.47, plus all accrued and accruing interest and legal costs (the "**Indebtedness**"). You have guaranteed repayment of a portion of the Indebtedness. Accordingly, BMO hereby demands payment from you in the amount of CAD\$1,695,234.47 (the "**Guaranteed Indebtedness**").

Please note that the Guaranteed Indebtedness will continue to accrue interest at the rates agreed to, and costs and expenses will continue to be incurred by BMO for which you will be responsible, until payment of all amounts owing is received by either certified cheque or bank draft at the following address:

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Bank of Montreal
c/o Burnet, Duckworth & Palmer LLP
2400, 525-8th Avenue SW
Calgary, Alberta
T2P 1G1

Attention: Ryan Algar

If full payment, as set forth above, is not received by close of business on June 5, 2020, BMO will take whatever steps it deems appropriate to seek repayment of the said amount. To this end, we enclose for service upon you a Notice of Intention to Enforce Security (an "**NOI**") in accordance with section 244 of the *Bankruptcy and Insolvency Act* (Canada). If you are prepared to waive the ten-day notice period, please endorse the Consent and Waiver located on page 2 of the NOI and return to the undersigned.

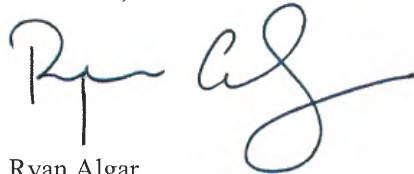
For your information, demands will be issued on other guarantors in respect of the Indebtedness.

Please note that BMO reserves the right to proceed against you: (i) prior to the time stipulated above in the event that it determines that its position has been further jeopardized; and (ii) anytime, or from time to time after any dates stipulated above have passed, and in either case without the necessity of serving a new demand for payment.

If you have any questions, please contact the undersigned.

Yours truly,

BURNET, DUCKWORTH & PALMER LLP

A handwritten signature in blue ink, appearing to read 'Ryan Algar', is written over the typed name.

Ryan Algar

REA/jm

Encl.

cc: Trevor Bauer, Bank of Montreal – via email (trevor.bauer@bmo.com)
1652563 Alberta Ltd. – via email (Rodtek@hotmail.com and jdrsjr@telus.net)

FORM 86

NOTICE OF INTENTION TO ENFORCE SECURITY

(Subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada))

To: Jerry Roberts, an insolvent person (the "**Debtor**").

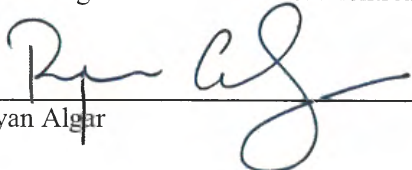
TAKE NOTICE THAT:

1. The Bank of Montreal ("**BMO**"), a secured creditor of the Debtor, intends to enforce its security on the property of the Debtor as set out below:
 - (a) real property legally described as Plan 8311528, Block A, excepting thereout all mines and minerals, area: 20.5 hectares (50.68 acres) more or less (the "**Real Property**");
 - (b) all amounts owing by 1652563 Alberta Ltd. (the "**Borrower**") to the Debtor; and
 - (c) all proceeds of the foregoing collateral.
2. The security to be enforced is in the form of:
 - (a) a mortgage with respect to the Real Property dated July 6, 2018;
 - (b) an Assignment Postponement and Subordination Agreement in favour of BMO dated July 6, 2018; and
 - (c) an Assignment Postponement and Subordination Agreement in favour of BMO dated February 10, 2020.(the "**Security**").
3. The total amount of indebtedness secured by the Security is, as of May 21, 2020, the sum of CAD\$1,695,234.47, plus all accrued and accruing interest and legal costs.

BMO will not have the right to enforce its 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 at the City of Calgary, in the Province of Alberta, this 26th day of May, 2020.

BURNET, DUCKWORTH & PALMER LLP,
solicitors and agents for the Bank of Montreal

Per: 
Ryan Algar

rk

CONSENT AND WAIVER

THE UNDERSIGNED hereby:

Acknowledges receipt of the Notice of Intention to Enforce Security;

Waives the ten days of notice required under section 244 of the *Bankruptcy and Insolvency Act* (Canada); and

Consents to the immediate enforcement by the Bank of Montreal of the Security referred to herein.

DATED this _____ day of _____, 2020.

Jerry Roberts

rk

VIA REGISTERED MAIL & EMAIL (jdrsir@telus.net)

May 26, 2020

Sandi Roberts
PO Box 1096
Carstairs, AB T0M 0N0

Dear Madam:

Re: Bank of Montreal ("BMO" or the "Lender") and 1652563 Alberta Ltd. ("165" or the "Borrower")

We are counsel to BMO in connection with the credit facilities provided by our client to 165 and the obligations outstanding between you and BMO pursuant to:

- a mortgage dated July 6, 2018 granted by you and Jerry Roberts in the principal amount of CAD\$825,000;
- a continuing guarantee in favour of BMO dated July 9, 2018 granted by you and Jerry Roberts, jointly and severally, in the principal amount of CAD\$1,464,000;
- a continuing guarantee in favour of BMO dated February 11, 2020 granted by you and Jerry Roberts, jointly and severally, in the principal amount of CAD\$1,645,000;
- an Assignment Postponement and Subordination Agreement in favour of BMO dated July 6, 2018, executed by you, Jerry Roberts and Courtney Moffatt; and
- an Assignment Postponement and Subordination Agreement in favour of BMO dated February 10, 2020, executed by you, Jerry Roberts and Courtney Moffatt.

The Borrower is in default of its obligations to BMO and BMO has today demanded repayment from the Borrower in the amount of CAD\$1,695,234.47, plus all accrued and accruing interest and legal costs (the "**Indebtedness**"). You have guaranteed repayment of a portion of the Indebtedness. Accordingly, BMO hereby demands payment from you in the amount of CAD\$1,695,234.47 (the "**Guaranteed Indebtedness**").

Please note that the Guaranteed Indebtedness will continue to accrue interest at the rates agreed to, and costs and expenses will continue to be incurred by BMO for which you will be responsible, until payment of all amounts owing is received by either certified cheque or bank draft at the following address:

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Bank of Montreal
c/o Burnet, Duckworth & Palmer LLP
2400, 525-8th Avenue SW
Calgary, Alberta
T2P 1G1

Attention: Ryan Algar

If full payment, as set forth above, is not received by close of business on June 5, 2020, BMO will take whatever steps it deems appropriate to seek repayment of the said amount. To this end, we enclose for service upon you a Notice of Intention to Enforce Security (an "NOI") in accordance with section 244 of the *Bankruptcy and Insolvency Act* (Canada). If you are prepared to waive the ten-day notice period, please endorse the Consent and Waiver located on page 2 of the NOI and return to the undersigned.

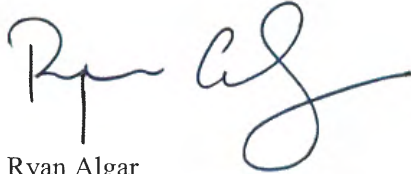
For your information, demands will be issued on other guarantors in respect of the Indebtedness.

Please note that BMO reserves the right to proceed against you: (i) prior to the time stipulated above in the event that it determines that its position has been further jeopardized; and (ii) anytime, or from time to time after any dates stipulated above have passed, and in either case without the necessity of serving a new demand for payment.

If you have any questions, please contact the undersigned.

Yours truly,

BURNET, DUCKWORTH & PALMER LLP



Ryan Algar

REA/kjj

Encl.

cc: Trevor Bauer, Bank of Montreal – via email (trevor.bauer@bmo.com)
1652563 Alberta Ltd. – via email (Rodtek@hotmail.com and jdrsjr@telus.net)

FORM 86

NOTICE OF INTENTION TO ENFORCE SECURITY

(Subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada))

To: Sandi Roberts, an insolvent person (the "**Debtor**").

TAKE NOTICE THAT:

1. The Bank of Montreal ("**BMO**"), a secured creditor of the Debtor, intends to enforce its security on the property of the Debtor as set out below:
 - (a) real property legally described as Plan 8311528, Block A, Excepting thereout all mines and minerals, Area: 20.5 hectares (50.68 acres) more or less (the "**Real Property**");
 - (b) all amounts owing by 1652563 Alberta Ltd. (the "**Borrower**") to the Debtor; and
 - (c) all proceeds of the foregoing collateral.
2. The security to be enforced is in the form of:
 - (a) a mortgage with respect to the Real Property dated July 6, 2018;
 - (b) an Assignment Postponement and Subordination Agreement in favour of BMO dated July 6, 2018; and
 - (c) an Assignment Postponement and Subordination Agreement in favour of BMO dated February 10, 2020.(the "**Security**").
3. The total amount of indebtedness secured by the Security is, as of May 21, 2020, the sum of CAD\$1,695,234.47, plus all accrued and accruing interest and legal costs.

BMO will not have the right to enforce its 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 at the City of Calgary, in the Province of Alberta, this 26th day of May, 2020.

BURNET, DUCKWORTH & PALMER LLP,
solicitors and agents for the Bank of Montreal

Per: _____

Ryan Algar

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CONSENT AND WAIVER

THE UNDERSIGNED hereby:

Acknowledges receipt of the Notice of Intention to Enforce Security;

Waives the ten days of notice required under section 244 of the *Bankruptcy and Insolvency Act* (Canada); and

Consents to the immediate enforcement by the Bank of Montreal of the Security referred to herein.

DATED this _____ day of _____, 2020.

Sandi Roberts

rk

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

JERRY ROBERTS

sworn this 29th day of January, 2021

R. Kay

A Commissioner for Oaths in and for Alberta

Richard Kay

My Commission Expires September 21, 2022

FORBEARANCE AGREEMENT

THIS FORBEARANCE AGREEMENT is dated effective the 15th day of June, 2020.

AMONG:

BANK OF MONTREAL
("BMO" or the "Lender")

- and -

1652563 ALBERTA LTD.
("165" or the "Borrower")

- and -

COURTNEY MOFFATT
("Courtney")

- and -

JERRY ROBERTS
("Jerry")

- and -

SANDI ROBERTS
("Sandi")

(each a "Guarantor" and collectively, the "Guarantors")

WHEREAS:

- A. BMO extended credit facilities and related services to the Borrower pursuant to, among others, a Letter of Agreement executed June 18, 2018, as amended and restated pursuant to two Letters of Agreement—Amendment and Restatement executed September 13, 2018 and February 10, 2020, an Application for Credit and Promise to Give Bills of Lading, Warehouse Receipts, or Security under Section 427 of the Bank Act dated July 20, 2018 and a Section 427 Bank Act Security Letter of Agreement (undated) (collectively, the "Loan Agreements"), referred to in this Agreement as the "Loans".
- B. As security for the Loans and for all other present and future indebtedness, fees, expenses and other liabilities direct or indirect, absolute or contingent, due by the Borrower to BMO (the "Obligations"), the Borrower granted certain security in favour of BMO, as more particularly described in Schedule "A" (the "Borrower Security").
- C. The Loans are in default pursuant to the terms of the Loan Agreements and the Borrower Security.
- D. On or about May 26, 2020, BMO issued a notice of default to the Borrower and concurrently issued a demand for payment to the Borrower (the "Borrower Demand") together with notice of

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its intention to enforce the Borrower Security pursuant to section 244 of the *Bankruptcy and Insolvency Act* (Canada) (a "244 Notice").

- E. As further security for the Obligations, the Guarantors have granted security in favour of BMO, as more particularly described in Schedule "A" (the "Guarantor Security" and together with the Borrower Security, the "Security") and have also granted continuing limited guarantees in favour of BMO as more particularly described in Schedule "B" (the "Guarantees").
- F. On or about May 26, 2020, BMO issued demands for payment and 244 Notices to the Guarantors (the "Guarantor Demands" and together with the Borrower Demands, the "Demands").
- G. BMO is prepared to forbear from exercising its rights and remedies and to forbear from enforcing the Security, subject to the terms of this Agreement.
- H. The Borrower and the Guarantors have agreed to observe all of the provisions of this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by BMO from the Borrower and the Guarantors and by the Borrower and the Guarantors from BMO, BMO, the Borrower and the Guarantors agree as follows:

ARTICLE 1 NO AMENDMENT

- 1.1 Save as expressly provided in this Agreement, nothing in this Agreement is intended to alter, amend, modify or limit the existence or the effectiveness of any agreement between BMO, the Borrower and the Guarantors, including, without limitation, the Loan Agreements, the Security, the Guarantees, or any agreement evidencing the Loans or detailing their terms. In the event of any conflict between provisions of this Agreement and any provisions of the Security, the provisions of this Agreement shall prevail.
- 1.2 All provisions of the Loan Agreements or any other agreement between BMO, the Borrower and the Guarantors shall continue in full force and effect, save and except as amended by this Agreement and to the extent that any provisions thereof are inconsistent with this Agreement, this Agreement shall prevail.

ARTICLE 2 ACKNOWLEDGMENTS

- 2.1 The Borrower and the Guarantors acknowledge and agree in favour of BMO that:
 - (a) the facts as set out in the recitals and schedules to this Agreement are true and accurate in all respects;
 - (b) the Loan Agreements have been duly and properly executed and are valid, binding, and enforceable in accordance with their terms;
 - (c) the Guarantees have been duly and properly executed and are valid, binding and enforceable in accordance with their terms;

- (d) the Security is valid, binding and enforceable in accordance with its terms, and secures repayment and performance of all obligations of the Borrower and Guarantors to BMO, including without limitation the Obligations and the Indebtedness;
 - (e) without limitation, as at the opening of business on May 21, 2020, the aggregate amount of the borrowings by the Borrower under the Loans was CAD \$1,644,764.86 including all accrued interest and excluding accruing interest and legal costs (the "**Indebtedness**") and such amounts, together with the balance of the Obligations, remain outstanding to BMO, as more particularly described in **Schedule "C"**;
 - (f) without limitation, except as provided in this Agreement, BMO is in a position to enforce the Security and pursue all remedies with respect to the Obligations as it may deem appropriate; and
 - (g) without limitation, except as provided in this Agreement, BMO (either by itself or through its employees or agents) has made no promises, nor has it taken any action or omitted to take any action, that would constitute a waiver of its rights to enforce the Security and pursue its remedies in respect of the Obligations or that would stop it from so doing.
- 2.2 Each of the Borrower and the Guarantors acknowledges that the Security has not been discharged, varied, waived or altered (except to the extent set out herein) and that the Security is binding upon each of them and is enforceable in accordance with the terms thereof.
- 2.3 Neither the Borrower nor the Guarantors dispute in any way their liability to repay the Obligations, including the Loans, on any basis, and acknowledge and agree that they have no claims for set-off, counterclaim or damages on any basis whatsoever against BMO or any of its directors, officers, employees, representatives and agents.
- 2.4 The Borrower and the Guarantors acknowledge receipt of the Demands and the 244 Notices.

ARTICLE 3 DEFAULTS

- 3.1 The Borrower has committed certain defaults under the Loan Agreements, including but not limited to:
- (a) the failure to make scheduled payments to BMO in accordance with the Loan Agreements;
 - (b) the ability of the Borrower to repay the Indebtedness is, or is about to be, impaired; and
 - (c) BMO is of the opinion that there have been material adverse changes in the financial condition of the Borrower.

ARTICLE 4 COVENANTS AND AGREEMENTS

- 4.1 The Borrower and the Guarantors covenant and agree with BMO:
- (a) to comply with all reporting covenants under the Loan Agreements;

- (b) concurrent with the execution of this Agreement, to commence a liquidation of all of the Borrower's real and personal property (the "**Liquidation**") including but not limited to all current and future vehicle inventory, the proceeds of which (net of costs associated with the sale) shall be applied against principal and accrued interest payments comprising the Indebtedness;
- (c) by June 19, 2020, to list the following properties (the "**Properties**") for sale in accordance with Article 4.5:
 - i. the Roberts Property as defined in Schedule "A" hereto;
 - ii. the 165 Property as defined in Schedule "A" hereto, which listing shall confirm that the 165 Property is subject to the Subdivision Application (as defined below); and
 - iii. the condominium legally described as: Unit #28 in Condo Plan #01PA09047 with 503 / 10000 shares of common property in Condominium Parcel #135780879 - Reference Land Description: Condo Plan No 01PA09047 Extension 1 as described on Certificate of Title 01PA09047L (the "**Elk Ridge Condo**");
- (d) by June 30, 2020, unless otherwise specified by BMO, to submit an application to subdivide the 165 Property into three separate lots (the "**Subdivision Application**") and to subsequently amend and supplement the listing agreement for the 165 Property for sale upon approval of the Subdivision Application;
- (e) commencing July 5, 2020, unless otherwise specified by BMO, to report to BMO during the Forbearance Period on the 5th day of each month regarding:
 - (i) the sales activities of the Borrower's business; and
 - (ii) any pricing updates and progress on the sales of the Properties;
- (f) in addition to the proceeds of the Liquidation, commencing June 15, 2020, by no later than the last business day of each month, to make principal payments towards the Indebtedness in the amount of no less than \$8,000;
- (g) from and after the date of this Agreement, that the interest rate for each of the Facilities shall be calculated at BMO's prime rate plus 5.00% per annum;
- (h) that interest shall continue to accrue on the Indebtedness as applicable, payable at the expiry of the Forbearance Period or upon full payment of the Indebtedness;
- (i) that, if it deems it in its interests to do so, BMO shall be entitled to obtain appraisals of the 165 Property and the Roberts Property (collectively, the "**Mortgaged Properties**"), the costs of which shall form part of the Indebtedness;
- (j) from and after the date of this Agreement, the Borrower shall remit, in accordance with legal requirements:

- (i) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any province which are required to be deducted from employees' wages, including, without limitation, amounts in respect of employment insurance, Canada Pension Plan and income taxes;
 - (ii) amounts payable by the Borrower in respect of Workers' Compensation, employment insurance, Canada Pension Plan, and income taxes with respect to employees;
 - (iii) all goods and services or sales taxes payable by the Borrower; and
 - (iv) all taxes owing to any municipality (as that term is defined in the *Municipal Government Act* (Alberta)) with respect to any real property subject to the Security, including but not limited to the Property;
- (k) to the extent that remittances and payments described in the preceding subparagraph are not current and in good standing, as of the date hereof, the Borrower has made arrangements to bring such remittances and payments into good standing;
- (l) to provide, at the request of BMO, a certificate, in form and substance acceptable to BMO, certifying that the remittance and payments described in paragraph 4.1(j) hereof are in good standing as of the date designated in the Lender's request; and
- (m) to reduce the Indebtedness to CAD\$0.00, including all legal fees payable by BMO pursuant to Article 12.7.

4.2 The Borrower and the Guarantors shall carry on their business on a day to day basis in the ordinary course and, in this regard, but without limiting the generality of the foregoing, shall (except with prior written consent of the Lender):

- (a) maintain all of its banking arrangements with the Lender, including without limitation depositing all receipts to, and drawing all disbursements from, the accounts it maintains with the Lender;
- (b) not make any payments or other divestitures in favour of the Guarantors, any shareholder, director, or related party, other than reasonable wages and remuneration currently being paid by the Borrower;
- (c) refrain from destroying any of their property;
- (d) except with the consent of BMO, the Borrower shall not incur any short or long term debt, other than in favour of trade creditors in the ordinary course of business, unless such credit is expressly authorized and consented to by BMO and postponed and subordinated to all of the Borrower's obligations in favour of BMO; and
- (e) not sell, encumber or otherwise dispose of any of their assets except:
 - (i) in the ordinary course of business; or
 - (ii) with the consent of the Lender, which consent may be unreasonably withheld. For all asset sales agreed to by the Lender, the Borrower and

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the Guarantors agree to execute reasonable directions to pay whereby the purchaser of those assets agrees to pay all of the net sale proceeds to the Lender directly in reduction of the amounts owed to the Lender, and a refusal by the Borrower or the Guarantors to execute such direction to pay shall be grounds for the Lender to withhold consent to any asset sale or disposition.

- 4.3 The Borrower and the Guarantors covenant and agree to deliver to BMO:
- (a) concurrent with the execution of this Agreement, fully executed Form A – Applications for Name Search with respect to the Borrower and each of the Guarantors, substantially in the form attached as **Schedule "D"**;
 - (b) by no later than June 19, 2020:
 - (i) copies of the listing agreements for the Properties in accordance with Article 4.5(c); and
 - (ii) evidence that Mortgaged Properties are comprehensively insured in accordance with Article 4.4 hereof, in a form and content satisfactory to BMO in its sole discretion; and
 - (c) by no later than June 30, 2020, unless otherwise specified by BMO, evidence that the Subdivision Application has been submitted.
- 4.4 With respect to the Mortgaged Properties, the Borrower and the Guarantors hereby acknowledge, represent and agree that:
- (a) the Mortgaged Properties are currently, and will continue to be, comprehensively insured during the Forbearance Period at current amounts and that BMO is listed as the first-loss payee under any and all valid insurance policies held in respect of the Mortgaged Properties; and
 - (b) they shall take all necessary steps at their cost to preserve and maintain the Mortgaged Properties, and shall be responsible for all fees, costs and expenses in relation to the Mortgaged Properties during the Forbearance Period, including but not limited to all amounts in relation to insurance, utilities, property taxes, maintenance and preservation.
- 4.5 BMO, the Borrower and the Guarantors acknowledge and agree that:
- (a) the Properties shall be listed for sale at a listing price satisfactory to BMO not later than June 19, 2020;
 - (b) the Borrower and the Guarantors shall list the Properties with an accredited realtor(s) satisfactory to BMO acting reasonably (collectively, the "**Realtor**"), and upon terms and conditions satisfactory to BMO acting reasonably, including but not limited to:
 - (i) the Realtor shall be authorized to communicate directly with BMO in respect of its engagement and the listing of the Properties; and

- (ii) all confidentiality as between the Borrower and the Realtor is waived in favour of BMO;
- (c) the Borrower and the Guarantors shall provide to BMO copies of any listing agreements, as pre-approved by BMO in accordance with Article 4.5(b);
- (d) the Borrower and the Guarantors shall not amend any listing agreements in respect of the Properties without the prior written consent of BMO, acting reasonably;
- (e) within 24 hours of receipt by the Borrower and the Guarantors, the Borrower and the Guarantors shall provide any and all offers to purchase the Properties received during the Forbearance Period to BMO;
- (f) the Borrower and the Guarantors shall not accept any offer to purchase the Properties without BMO's prior written approval, acting reasonably; and
- (g) in the event that offers to purchase the Properties are not accepted by the Borrower and the Guarantors (and approved by BMO pursuant to the preceding subparagraph) by July 19, 2020, then the listing prices for the Properties shall be reduced, and subsequently further reduced each month, in consultation with the Realtor, and consented to by BMO until the expiry of the Forbearance Period or until each of the Properties are sold.

4.6 The Borrower and the Guarantors each covenant and agree:

- (a) that there shall be no further defaults under the Loan Agreements or the Security;
- (b) to provide BMO with immediate notice of any defaults of which the Borrower or the Guarantors are aware under the Loan Agreements or the Security;
- (c) that no mediation, bankruptcy, insolvency, debt restructuring, reorganization, readjustment of debt, dissolution, liquidation or other similar proceedings (including, without limitation, proceedings under the *Bankruptcy and Insolvency Act* (Canada), the *Winding-up and Restructuring Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada), the *Bankruptcy Code* or other similar federal, provincial or foreign legislation) including, without limitation, the filing of a proposal or plan of arrangement or a notice of intention to file same, or proceedings for the appointment of a trustee, trustee in bankruptcy, interim receiver, receiver, receiver and manager, custodian, guardian, liquidator, provisional liquidator, administrator, sequestrator or other like official with respect to the Borrower or the Guarantors, or any of them, or all or any substantial part of the assets of any of them, or any similar relief shall be commenced by the Borrower or the Guarantors without the consent of BMO; and
- (d) that, without the consent of BMO, no application seeking or extending any stay of proceedings shall occur, which would, in the assessment of BMO, to be determined in its absolute discretion acting reasonably, impact BMO's rights and remedies against the Borrower or the Guarantors.

**ARTICLE 5
DISCRETION OF LENDER**

- 5.1 BMO is not acting in a fiduciary capacity with respect to the Borrower or the Guarantors. Any exercise of any discretion by or on behalf of BMO shall be final and binding upon the Borrower and the Guarantors and may be exercised by BMO in its best interests, without regard to the interests of the Borrower or the Guarantors.

**ARTICLE 6
REPAYMENT OF OBLIGATIONS & CONTINUED AVAILABILITY OF LOANS**

- 6.1 Upon and subject to the terms of this Agreement, BMO will continue to make available to the Borrower the Loans until 5:00pm Calgary time on August 15, 2020 (the "**Forbearance Period**"), which Forbearance Period may be extended on the written agreement of BMO (acting in its sole discretion), the Borrower and the Guarantors, on the following basis:
- (a) the Borrower and each Guarantor shall comply with each and every covenant set out in:
- (i) this Agreement;
 - (ii) the Loan Agreements;
 - (iii) the Guarantees; and
 - (iv) the Security; and
- (b) the Borrower shall pay to BMO the Forbearance Fee as further outlined in Article 9.2 of this Agreement.
- 6.2 The Guarantors hereby undertake and guarantee that any payments required to bring the outstanding amount under the Loans in compliance with Article 6.1 herein shall be made.

**ARTICLE 7
REPORTING, ACCESS TO INFORMATION, RETENTION OF CONSULTANTS**

- 7.1 The Borrower and Guarantors covenant and agree to provide to BMO any and all information concerning their business, trade, operations, finances and any matters relating thereto or in any way connected therewith (other than what may be subject to rules of privilege), as BMO may request.
- 7.2 The Borrower and Guarantors agree to allow BMO and its agents access to any of its premises or real property for the purpose of observing, verifying, cataloguing or otherwise recording the nature, extent, location, ownership and any other relevant aspect of their property and operations, and the collateral subject to the Security, forthwith upon request by BMO for such access by BMO or its agents.
- 7.3 The Borrower and Guarantors agree and acknowledge that BMO is at liberty to engage such professional advisors, or other individuals or entities as BMO's agents as BMO may determine necessary or desirable, in its sole discretion.

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- 7.4 The Borrower and Guarantors acknowledge and agree that they will be liable for the payment of the reasonable fees, disbursements and costs of any agents engaged by BMO.
- 7.5 Notwithstanding the foregoing, the Borrower and Guarantors agree that BMO may pay the reasonable fees, disbursements, and costs of BMO's agents and thereafter debit the Borrower's accounts with BMO, thereby increasing the Indebtedness owing to BMO by the amount of the agent's fees, disbursements and costs, and all such amounts will be added to the aggregate Indebtedness owing by the Borrower to BMO and will be subject to the Security and the Loan Agreements.

ARTICLE 8
EVENTS OF DEFAULT

- 8.1 Each of the following shall constitute an event of default (an "**Event of Default**") under the terms of this Agreement:
- (a) if the Borrower or the Guarantors, or any of them, further default under the Loan Agreements or under the Security;
 - (b) if the Borrower or the Guarantors, or any of them, fail to perform or comply with any of their covenants or obligations contained in this Agreement or in any other agreement or undertaking made between the Borrower or the Guarantors and BMO;
 - (c) if the Borrower fails to repay to BMO any amount owing under this Agreement on the applicable due date;
 - (d) if the Borrower or the Guarantors, or any of them, fail to provide any reports, certificates, information or materials required to be supplied pursuant to the Security or this Agreement within a reasonable period of time;
 - (e) if any representation or warranty provided to BMO by the Borrower or the Guarantors, or any of them, in the Loan Agreements, the Security, any of the Guarantees or this Agreement was incorrect when made or becomes incorrect;
 - (f) if any creditor or other person exercises or purports to exercise any rights as against the Borrower or any of the Guarantors or any assets of any of them, including, without limitation, by way of or in contemplation of enforcement of security, or a distress or execution or, which would, in the assessment of BMO to be determined in its absolute discretion, acting reasonably, have an adverse impact on the Borrower or the Guarantors, or the Security, or any priority position of BMO or the prospect of repayment of the Loans, or payment pursuant to the Guarantees;
 - (g) if proceedings are taken to enforce any encumbrance on the assets of the Borrower or the Guarantors, or any of them, unless such proceedings are contested in good faith by the Borrower or by the Guarantors and security satisfactory to BMO has been provided to BMO;
 - (h) if the Security ceases to constitute a valid and perfected security interest against the assets secured thereby, ranking first in priority against those assets (or such other ranking which is expressly agreed to in writing by BMO), or for any other reason BMO reasonably considers that the Security, or any part thereof, is at risk;

- (i) if the Borrower or the Guarantors, or any of them, take any steps to challenge the validity or enforceability of the Security or this Agreement or any parts thereof;
 - (j) if any legal proceeding seeking the dissolution or division or wind-up of the Borrower, the Guarantors, or any of them, save for any legal proceeding to which BMO consents in writing, is commenced;
 - (k) if the Borrower or any of the Guarantors commence, or in proceedings seek substantive relief with respect to the Borrower or any of the Guarantors, without the consent of BMO, in any mediation, bankruptcy, insolvency, debt restructuring, reorganization, readjustment of debt, dissolution, liquidation or other similar proceedings (including, without limitation, proceedings under the *Bankruptcy and Insolvency Act* (Canada), the *Winding-up and Restructuring Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada), the *Bankruptcy Code* or other similar federal, provincial or foreign legislation including, without limitation, the filing of a proposal or plan of arrangement or a notice of intention to file same, or proceedings for the appointment of a trustee, trustee in bankruptcy, interim receiver, receiver, receiver and manager, custodian, guardian, liquidator, provisional liquidator, administrator, sequestrator or other like official with respect to the Borrower or the Guarantors, or any of them, or all or any substantial part of the assets of any of them, or any similar relief;
 - (l) if a bankruptcy application or any other proceeding or case is filed, instituted, or commenced with respect to the Borrower or any of the Guarantors (by any person other than BMO) under any bankruptcy, insolvency, debt restructuring, reorganization, incorporation, readjustment of debts, dissolution, liquidation, winding-up or similar law, now or hereafter in effect, seeking the bankruptcy, liquidation, reorganization, dissolution, winding-up, composition or readjustment of debts of the Borrower or any of the Guarantors, the appointment of a trustee, interim receiver, receiver, receiver and manager, custodian, guardian, liquidator, provisional liquidator, administrator, sequestrator or other like official for the Borrower or any of the Guarantors, or all or any substantial part of the assets of the Borrower or the Guarantors, or any similar relief;
 - (m) if the Borrower or the Guarantors, or any of them, apply absent the consent of BMO to extend any stay of proceedings;
 - (n) if, in BMO's opinion acting reasonably, a material adverse change, financial or otherwise, in the status or financial position of the Borrower as at the date of this Agreement occurs on or after the date hereof in the business, affairs or condition of the Borrower, arising for any reason whatsoever, as determined by BMO in its sole and unfettered discretion;
 - (o) if the Borrower or the Guarantors default in any obligation to any person (other than BMO) which involves or may involve a sum exceeding \$20,000, and the default has not been cured within 7 days of the date such Borrower or Guarantor first knew or should have known of such default; or
 - (p) if final judgment or judgments are entered against the Borrower or the Guarantors for the payment of any amount of money exceeding \$20,000, and the judgment or judgments are not discharged within 15 days after entry.
- 8.2 If an Event of Default occurs, and notwithstanding any other provision hereof, the Borrower and each of the Guarantors acknowledges and agrees that BMO may immediately proceed to enforce

any or all of its rights and remedies, including without limitation the Security, and the Borrower and each of the Guarantors acknowledges and agrees that BMO may take whatever steps it deems necessary or advisable to enforce the Security.

ARTICLE 9 FORBEARANCE

- 9.1 The forbearance of BMO's rights pursuant to this Agreement shall remain in full force and effect until the occurrence of the earlier of any of the following events:
- (a) an Event of Default, including the non-performance of any obligation of the Borrower or Guarantors, under any agreement with BMO including, but not limited to, the Loan Agreements, the Security, and this Agreement;
 - (b) a material adverse change in the business, financial status, affairs or condition of the Borrower or Guarantors of any kind and arising for any reason, in BMO's opinion acting reasonably; or
 - (c) the expiry of the Forbearance Period.
- 9.2 In consideration of BMO entering into this Agreement the Borrower covenants and agrees to pay to BMO concurrent with the execution of this Agreement a non-refundable forbearance fee of \$8,150.00, which shall be added to, and form part of, the Indebtedness (the "Forbearance Fee").

ARTICLE 10 RELEASE

- 10.1 The Borrower and the Guarantors each hereby:
- (a) release and forever discharge BMO and its affiliates, and their directors, officers, servants, agents, consultants, shareholders, assigns, insurers, predecessors and successors (collectively, the "Releasees"), of and from any and all manner of actions, causes of actions, suits, contracts, claims, demands, damages, costs and expenses of any nature or kind whatsoever, whether known or unknown, suspected or unsuspected whether at law or in equity, which any one or more of the Borrower or the Guarantors ever had or now has or hereafter can, shall or may have or by reason of any cause, matter or thing whatsoever existing up to the present time and relating, whether directly or indirectly, to the Indebtedness or the Security or any errors or omissions of any of the Releasees with regard thereto;
 - (b) waive against each of the Releasees, any defence which they may have existing up to the present time to any present or future legal action or other enforcement brought by BMO to collect the Indebtedness or enforce or realize upon the Security, whether said defence arises (and expressed through counterclaim, defence, or otherwise), by reason of any cause, matter, error, omission, neglect or thing caused or done, whether direct or indirect, by any of the Releasees existing as at the date of this Agreement and relating to or arising, whether directly or indirectly, from the Indebtedness or the Security; and
 - (c) acknowledge that BMO has not waived any of its rights in respect of the Events of Defaults, as defined in the Loan Agreements, and expressly reserve its rights to rely on the Events of Defaults upon the occurrence of an Event of Default.

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**ARTICLE 11
NOTICE**

11.1 Without prejudice to any other method of giving notice, any notice required or permitted to be given to a party pursuant to this Agreement or in connection with the exercise of any of the Lender's rights under this Agreement, the Loan Agreements or the Security, including, but not limited to, the service of any court documents, including commencement documents pursuant to Part 11 of the *Alberta Rules of Court*, shall be conclusively deemed to be sufficient service of such documents and to have been received by such party on the next business day following the sending of the notice by prepaid private courier or on the same business day if sent by electronic mail or facsimile to such party at its email address or facsimile number as set out in this section. Any party may change its address for service by notice in the foregoing manner. The address, email and facsimile numbers for the parties are as follows:

(a) for 165:

1652563 Alberta Ltd.
419, 10th Avenue S.
Carstairs, AB T0M 0N0

Attention: Courtney Moffatt / Jerry Roberts
Email: rodtek@hotmail.com / jdrsjr@telus.net

(b) for Courtney:

Courtney Moffatt
PO Box 2044
Carstairs, AB T0M 0N0

Email: rodtek@hotmail.com

(c) for Jerry:

Jerry Roberts
PO Box 1096
Carstairs, AB T0M 0N0

Email: jdrsjr@telus.net

(d) for Sandi:

Sandi Roberts
PO Box 1096
Carstairs, AB T0M 0N0

Email: jdrsjr@telus.net

(e) each with a copy to:

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Hayes-Fry Law
#101, 10712 100 Street
Grand Prairie, AB T8V 3X8

Attention: Quentin Plester
Fax: (780) 831-7379
Email: quentin@hayesfrylaw.com

(f) for BMO:

Bank of Montreal
6th Floor, 350 – 7th Avenue SW
Calgary, AB T2P 3NP

Attention: Trevor Bauer
Email: trevor.bauer@bmo.com

(g) with a copy to:

Burnet, Duckworth & Palmer LLP
Barristers and Solicitors
2400, 525 – 8th Avenue SW
Calgary, AB T2P 1G1

Attention: Ryan Algar
Fax: (403) 260-0332
Email: ralgar@bdplaw.com

- 11.2 The parties are entitled to rely upon the accuracy of the names, addresses, email addresses and facsimile numbers set out herein unless and until notice of change is received by each party.

ARTICLE 12 MISCELLANEOUS

- 12.1 **Waiver of Confidentiality.** The Borrower and Guarantors hereby waive their rights to Lender confidentiality in respect of all communications the Lender has in favour of, and hereby authorizes the Lender, and its agents to communicate with any shareholders, guarantors, advisors, and agents of the Borrower or the Guarantors (collectively, the "Debtors' Stakeholders"), and the Borrower or the Guarantors shall provide such waivers and consents as may be required to ensure that any such Debtors' Stakeholders can fully and frankly discuss with the Lender all matters touching on its relationship with the Borrower or the Guarantors.
- 12.2 **Independence.** The Borrower and the Guarantors hereby acknowledge and agree that the implementation and performance of this Agreement is to facilitate the Lender's management of the Lender's financial risk and to facilitate the Borrower's and the Guarantors' efforts to retire the Indebtedness to the Lender and does not constitute any form of management or control over either or any of their assets or operations.
- 12.3 **Further Acts.** The Borrower and each of the Guarantors agrees to promptly do, make, execute and deliver all such further acts, documents and instruments as BMO may reasonably require to

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allow BMO to enforce any of its rights under this Agreement and to give effect to the intention of this Agreement.

- 12.4 **Binding Effect.** The Borrower and each of the Guarantors represents and warrants that the execution and delivery of this Agreement and any document contemplated by this Agreement has been duly authorized and all corporate and other approvals and resolutions have been obtained prior to the execution and delivery of this Agreement and any document contemplated by this Agreement for the purpose of ensuring that the Agreement and any such document is valid, effective and binding upon the Borrower and each of the Guarantors.
- 12.5 **Entire Agreement.** This Agreement constitutes the entire agreement of the parties relating to the subject matter hereof and may not be amended or modified except by written consent executed by all parties. There are no representations, warranties or undertakings between the parties hereto with respect to the subject matter hereof other than as set out in this Agreement (and the Security and other loan documentation ancillary hereto).
- 12.6 **Costs of Preparation.** The Borrower covenants and agrees that this Agreement shall be subject to documentation by BMO's legal counsel, all costs of which shall be for the account of the Borrower.
- 12.7 **Legal Costs.** The Borrower, the Guarantors and BMO agree that all legal costs on a solicitor and his own client full indemnity basis incurred by BMO with respect to its dealings with the Borrower and the Guarantors shall be added to the Loans and allocated in the absolute discretion of BMO, and are secured by the Security and guaranteed by the Guarantees.
- 12.8 **Independent Legal Advice.** The Borrower and each of the Guarantors agrees that they have either reviewed this Agreement with legal counsel and/or has had the opportunity to review this Agreement with legal counsel and has chosen not to do so.
- 12.9 **Time of the Essence.** The Borrower acknowledges that time is of the essence in this Agreement. The term "business day" in this Agreement means a day which is not a Saturday, Sunday or other statutory holiday in the Province of Alberta. In the event that any action, step or proceeding contemplated by this Agreement is scheduled to occur on a day which is not a business day, then the action or step or proceeding shall instead be required to occur on the next following business day.
- 12.10 **Governing Law.** This Agreement shall be governed by the laws of the Province of Alberta and the laws of Canada applicable therein. The parties attorn to the non-exclusive jurisdiction of the courts of the Province of Alberta, Judicial Centre of Calgary, with respect to the enforcement and interpretation of this Agreement, the Loan Agreements and the Security.
- 12.11 **Currency.** All references in this Agreement to currency are to Canadian currency unless expressly stated otherwise.
- 12.12 **Severability.** If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect:
- (a) the legality, validity or enforceability of the remaining provisions of this Agreement; or
 - (b) the legality, validity or enforceability of that provision in any other jurisdiction.

- 12.13 **Interpretation.** Words importing singular number only shall include the plural and vice versa. Words importing the neuter gender "it" shall include the feminine and masculine genders and words importing persons shall include corporations, partnerships, syndicates, trusts and any number or aggregate of persons. Capitalized terms not otherwise defined in this Agreement have the meaning set forth in the Schedules hereto, the Loan Agreements or the Security.
- 12.14 **Headings.** The headings contained in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
- 12.15 **Execution.** This Agreement may be executed in counterparts and such counterparts together shall be deemed to be an original and shall constitute a single instrument. Notwithstanding the date of execution, such counterparts shall be deemed to bear a date as of the date of this Agreement. Delivery of an executed counterpart of this Agreement by electronic means, including, without limitation, by facsimile transmission or by electronic delivery in portable document format (.pdf) or tagged image file format (.tif), shall be equally effective as delivery of a manually executed counterpart hereof. Any party delivering an executed counterpart of this Agreement by electronic means shall also deliver a manually executed counterpart hereof by mail or courier upon demand.
- 12.16 **Assignment.** This Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors and assigns.
- 12.17 **Effective Date.** This Agreement shall be deemed effective as of the date first written above.
- 12.18 **Further Costs.** If the Borrower or Guarantors fail to perform any of their covenants or agreements hereunder, the Lender may itself, but shall not be obliged to, perform or cause to be performed the same and all reasonable expenses incurred or payments made by the Lender in so doing shall be paid by the Borrower or Guarantors to the Lender forthwith upon demand. Any such expenses or payments remaining unpaid after demand shall bear interest at the rates agreed to pursuant to the Loan Agreements from the date such expense or payment was incurred or made by the Lender until paid and shall be added to the Indebtedness and secured by the Security.

[Remainder of page intentionally left blank, signature page follows]

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IN WITNESS WHEREOF, this Agreement has been executed and delivered by the parties hereto.

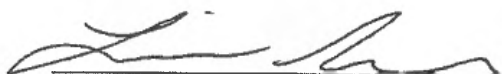
1652563 ALBERTA LTD.

Per: 
Courtney Moffatt
Director

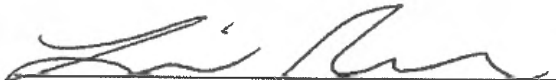
BANK OF MONTREAL

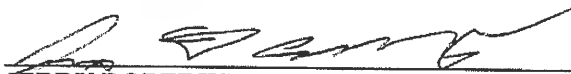
Per: _____
Trevor Bauer
Senior Account Manager

Each Guarantor hereby acknowledges receiving all information and advice that they require, including legal advice, related to this Agreement and, in this regard: (i) acknowledge receiving valuable consideration (the adequacy and sufficiency of which is specifically acknowledged) for their obligations hereunder; (ii) acknowledge and consent to this Agreement; (iii) agree to be bound by the provisions of this Agreement; and (iv) agree that if the Lender fails to insist upon strict performance or observance of the requirements of its rights set forth in this Agreement, or waives or amends any such requirements, such action shall not prejudice the Lender's rights under any or all of the guarantee and security arrangements granted by each of the undersigned in favour of the Lender.

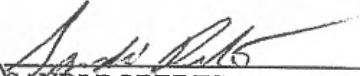

Witness


COURTNEY MOFFATT


Witness


JERRY ROBERTS


Witness


SANDI ROBERTS

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AFFIDAVIT OF EXECUTION

CANADA
Province of Alberta
TO WIT

I, Linda J. Neilson, of the ~~City~~ ^{Town} of Carstairs, in the Province of Alberta,

MAKE OATH AND SAY AS FOLLOWS:

1. That I was personally present and did see Courtney Moffatt, named in the within instrument who is personally known to me to be the person named therein, sign and execute the same for the purpose named therein.
2. That the same was executed at the ~~City~~ ^{Town} of Carstairs in the Province of Alberta and that I am the subscribing witness thereto.
3. That I know the said Courtney Moffatt and he is in my belief the full age of eighteen years.

SWORN BEFORE ME at the ~~City~~ ^{Town} of Carstairs, in the Province of Alberta this 11 day of June, 2020.

Laura Ann Van Der Stoop
A Commissioner for Oaths in and for the Province of Alberta

Linda J. Neilson

LAURA ANN VAN DER STOOP
A Commissioner for Oaths
In and for the Province of Alberta
My Commission Expires May 18, 2021

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AFFIDAVIT OF EXECUTION

CANADA
Province of Alberta
TO WIT

I, Lynda J. Nelson, of the City of Carstairs, in the Province of Alberta,

Town rk

MAKE OATH AND SAY AS FOLLOWS:

1. That I was personally present and did see Jerry Roberts, named in the within instrument who is personally known to me to be the person named therein, sign and execute the same for the purpose named therein.
2. That the same was executed at the City of Carstairs in the Province of Alberta and that I am the subscribing witness thereto.
3. That I know the said Jerry Roberts and he is in my belief the full age of eighteen years.

Town rk

SWORN BEFORE ME at the City of Carstairs, in the Province of Alberta this 17 day of June, 2020.

Town rk

Laura Ann van der Stoop
A Commissioner for Oaths in and for the Province of Alberta

Lynda J. Nelson

LAURA ANN VAN DER STOOP
A Commissioner for Oaths
In and for the Province of Alberta
My Commission Expires May 18, 2021

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AFFIDAVIT OF EXECUTION

CANADA
Province of Alberta
TO WIT

I, Linde J. Neilson, of the City of Carstairs in the Province of Alberta,
MAKE OATH AND SAY AS FOLLOWS:

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1. That I was personally present and did see Sandi Roberts, named in the within instrument who is personally known to me to be the person named therein, sign and execute the same for the purpose named therein.
2. That the same was executed at the City of Carstairs in the Province of Alberta and that I am the subscribing witness thereto.
3. That I know the said Sandi Roberts and she is in my belief the full age of eighteen years.

Town

SWORN BEFORE ME at the City of Carstairs, in the Province of Alberta this 17 day of June, 2020.

Laura Ann van der Stoop
A Commissioner for Oaths in and for the Province of Alberta

Linde J. Neilson

LAURA ANN VAN DER STOOP
A Commissioner for Oaths
in and for the Province of Alberta
My Commission Expires May 18, 2021

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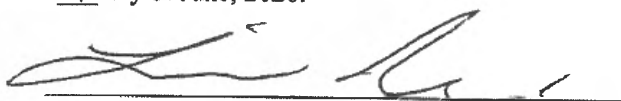
AFFIDAVIT VERIFYING

SIGNING AUTHORITY

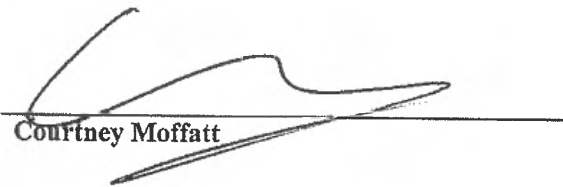
I, Courtney Moffatt of the City of Carstairs, in the Province of Alberta, make oath and say:

1. I am a director of 1652563 Alberta Ltd. named in the within agreement.
2. I am authorized by 1652563 Alberta Ltd. to execute the within document.

SWORN BEFORE ME at the City of)
 Carstairs in the Province of Alberta this)
 17 day of June, 2020.)



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



Courtney Moffatt)

LINDA J. NEILSON)
 A Commissioner for Oaths)
 in and for the Province of Alberta,)
 being a Lawyer)

rk

**SCHEDULE "A"
SECURITY**

Borrower Security

1. A Security Agreement dated July 6, 2018.
2. A mortgage dated July 6, 2018 granted by the Borrower and registered in the Alberta Land Titles Office as instrument no. 181 209 630 against the real property legally described as:

Plan 3845CO
Block 28
Lots 5 to 8 inclusive
Excepting thereout all mines and minerals and the right to work the same

(the "**165 Property**").

3. A Chattel Mortgage (P.P.S.A.) dated February 10, 2020 granted by the Borrower against Chattels described as:

Date	Description	Serial Number	Location
February 10, 2020	2019 Ford Expedition	1FMJK2AT7KEA59647	419, 10 th Ave S. Carstairs, AB T0M 0N0
	2019 Jaguar F-Pace	SADCJ2FX5KA616580	

4. The following security (collectively, the "**Bank Act Security Documents**") granted pursuant to the Section 427 of the *Bank Act*, SC 1991, c 46 (the "**Bank Act**"):
 - a. Notice of Intention to grant security under Section 427 of the Bank Act granted by the Borrower in favour of the Lender dated July 17, 2018 (the "**Bank Act Notice**"); and
 - b. Security under Section 427 of the Bank Act dated July 20, 2018 executed by the Borrower in favour of the Lender (the "**Bank Act Security**").

Guarantor Security

1. A mortgage dated July 6, 2018 granted by Jerry Roberts and Sandi Roberts and registered in the Alberta Land Titles Office as instrument no. 181 155 378 against the real property legally described as:

Plan 8311528
Block A
Excepting thereout all mines and minerals
Area: 20.5 hectares (50.68 acres) more or less

(the "**Roberts Property**").

rk

SCHEDULE "B"
GUARANTEES

Continuing Guarantees:

1. Courtney Moffatt dated February 7, 2020 in the amount of \$1,645,000 plus interest.
2. Jerry Roberts and Sandi Roberts (jointly and severally) dated February 11, 2020 in the amount of \$1,645,000 plus interest.

r/h

**SCHEDULE "C"
INDEBTEDNESS**

Facility (each a "Facility" and collectively the "Facilities")	Amount Outstanding	Principal	Accrued Interest	Total Other Charge	Per Diem
Operating Demand Loan (Account No: 2519 1998-053) (the "Demand Loan")	\$604,919.31	\$597,965.41	\$6,723.90	\$230.00	\$77.45
Fixed Rate Term Loan (Account No: 2519 6998-300) (the "Term Loan")	\$810,090.31	\$800,000.00	\$10,090.31	-	\$125.33
Demand Loan Non-Revolving (Account No: 2519 6998-685) (the "Non-Revolving Loan")	\$229,755.24	\$227,653.92	\$2,101.32	-	\$29.43
Total: (as of May 21 , 2020, excluding costs)	CAD \$1,644,764.86	\$1,625,619.33	\$18,915.53	\$230.00	\$232.21

nk

SCHEDULE "D"
FORM A
APPLICATION FOR NAME SEARCH

See Attached

rk

LAND TITLES OFFICE NAME SEARCH

CONSENT

To: Alberta Land Titles Office

Re: Consent of 1652563 Alberta Ltd.

The undersigned hereby authorizes and consents to Burnet, Duckworth and Palmer LLP, 2400, 525 – 8th Avenue SW, Calgary, Alberta T2P 1G1 ("BD&P") conducting a name search at the Land Titles Office in the Province of Alberta against the undersigned in respect of all lands owned by the undersigned. The undersigned hereby consents to and authorizes the release of any and all requested information to BD&P. Please send all requested search results to BD&P, Attention: Ryan Algar, email: ralgar@bdplaw.com or fax: (403) 260-0332.

The name search is to be conducted in the name of:

1. 1652563 Alberta Ltd.


The authorization for a name search is made pursuant to Section 17 of the *Land Titles Act* (Alberta) and Section 2 of the *Name Search Regulation 207/1999* or other similar legislation as may be substituted or amended from time to time.

This Consent may be executed electronically; this Consent may be delivered by email, facsimile or other electronic means.

DATED this 17 day of June, 2020.

1652563 Alberta Ltd.

Per:


Courtney Moffatt
Director

rK

LAND TITLES OFFICE NAME SEARCH

CONSENT

To: Alberta Land Titles Office

Re: Consent of Courtney Moffatt

The undersigned hereby authorizes and consents to Burnet, Duckworth and Palmer LLP, 2400, 525 – 8th Avenue SW, Calgary, Alberta T2P 1G1 ("BD&P") conducting a name search at the Land Titles Office in the Province of Alberta against the undersigned in respect of all lands owned by the undersigned. The undersigned hereby consents to and authorizes the release of any and all requested information to BD&P. Please send all requested search results to BD&P, Attention: Ryan Algar, email: ralgar@bdplaw.com or fax: (403) 260-0332.


The name search is to be conducted in the name of:

1. Courtney Moffatt

The authorization for a name search is made pursuant to Section 17 of the *Land Titles Act* (Alberta) and Section 2 of the *Name Search Regulation 207/1999* or other similar legislation as may be substituted or amended from time to time.

This Consent may be executed electronically; this Consent may be delivered by email, facsimile or other electronic means.

DATED this 17 day of June, 2020.



Courtney Moffatt

r k

LAND TITLES OFFICE NAME SEARCH

CONSENT

To: Alberta Land Titles Office

Re: Consent of Jerry Roberts

The undersigned hereby authorizes and consents to Burnet, Duckworth and Palmer LLP, 2400, 525 – 8th Avenue SW, Calgary, Alberta T2P 1G1 ("BD&P") conducting a name search at the Land Titles Office in the Province of Alberta against the undersigned in respect of all lands owned by the undersigned. The undersigned hereby consents to and authorizes the release of any and all requested information to BD&P. Please send all requested search results to BD&P, Attention: Ryan Algar, email: ralgar@bdplaw.com or fax: (403) 260-0332.

The name search is to be conducted in the name of:

1. Jerry Roberts

The authorization for a name search is made pursuant to Section 17 of the *Land Titles Act* (Alberta) and Section 2 of the *Name Search Regulation 207/1999* or other similar legislation as may be substituted or amended from time to time.

This Consent may be executed electronically; this Consent may be delivered by email, facsimile or other electronic means.

DATED this 17 day of June, 2020.


Jerry Roberts

rk

LAND TITLES OFFICE NAME SEARCH

CONSENT

To: Alberta Land Titles Office

Re: Consent of Sandi Roberts

The undersigned hereby authorizes and consents to Burnet, Duckworth and Palmer LLP, 2400, 525 – 8th Avenue SW, Calgary, Alberta T2P 1G1 ("BD&P") conducting a name search at the Land Titles Office in the Province of Alberta against the undersigned in respect of all lands owned by the undersigned. The undersigned hereby consents to and authorizes the release of any and all requested information to BD&P. Please send all requested search results to BD&P, Attention: Ryan Algar, email: ralgar@bdplaw.com or fax: (403) 260-0332.

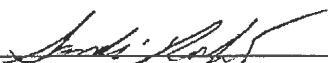
The name search is to be conducted in the name of:

1. Sandi Roberts

The authorization for a name search is made pursuant to Section 17 of the *Land Titles Act* (Alberta) and Section 2 of the *Name Search Regulation* 207/1999 or other similar legislation as may be substituted or amended from time to time.

This Consent may be executed electronically; this Consent may be delivered by email, facsimile or other electronic means.

DATED this 17 day of June, 2020.



Sandi Roberts

rk

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

JERRY ROBERTS

sworn this 29th day of January, 2021

R. Kay

A Commissioner for Oaths in and for Alberta

Richard Kay

My Commission Expires September 21, 2022

FORBEARANCE EXTENSION AGREEMENT

THIS FORBEARANCE EXTENSION AGREEMENT is made effective this 15th day of August, 2020.

AMONG:

BANK OF MONTREAL
("BMO" or the "Lender")

- and -

1652563 ALBERTA LTD.
("165" or the "Borrower")

- and -

COURTNEY MOFFATT
("Courtney")

- and -

JERRY ROBERTS
("Jerry")

- and -

SANDI ROBERTS
("Sandi")

(each a "Guarantor" and collectively, the "Guarantors")

WHEREAS BMO, the Borrower and the Guarantors entered into a forbearance agreement dated effective as of June 15, 2020 (the "**Forbearance Agreement**");

AND WHEREAS the Forbearance Period described in the Forbearance Agreement terminates at 5:00pm on August 15, 2020;

AND WHEREAS the parties desire to extend the duration of the Forbearance Period and the Forbearance Agreement on the terms and conditions described herein;

NOW THEREFORE, in consideration of these mutual covenants and agreements, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by BMO, the Borrower and the Guarantors, the parties agree as follows:

1. Capitalized terms used in this Forbearance Extension Agreement, but not defined herein, shall have the same meaning set forth in the Forbearance Agreement;

rk

2. Article 6.1 of the Forbearance Agreement is hereby amended by replacing "August 15, 2020" with "October 15, 2020".

3. In consideration of BMO entering into this Forbearance Extension Agreement, the Borrower covenants and agrees to pay to BMO concurrent with the execution of this Forbearance Extension Agreement a non-refundable forbearance extension fee of \$2,000, which shall be added to, and form part of, the Indebtedness.

4. Except as expressly modified or amended herein, nothing in this Forbearance Extension Agreement is intended to alter, amend, modify or limit the existence, terms or effectiveness of any agreement between BMO, the Borrower and the Guarantors including, without limitation, the Forbearance Agreement, the Loans or the Guarantees;

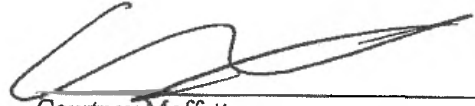
5. This Forbearance Extension Agreement may be executed in counterparts and delivered via e-mail or other electronic means, and all counterparts, when taken together, shall constitute the agreement.

[Remainder of page intentionally left blank, signature page follows]

rk

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the parties hereto.

1652563 ALBERTA LTD.

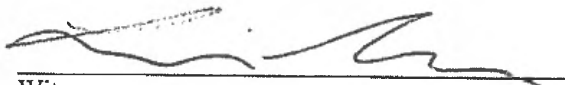
Per: 

Courtney Moffatt
Director

BANK OF MONTREAL

Per: _____
Trevor Bauer
Senior Account Manager

Each Guarantor hereby acknowledges receiving all information and advice that they require, including legal advice, related to this Agreement and, in this regard: (i) acknowledge receiving valuable consideration (the adequacy and sufficiency of which is specifically acknowledged) for their obligations hereunder; (ii) acknowledge and consent to this Agreement; (iii) agree to be bound by the provisions of this Agreement; and (iv) agree that if the Lender fails to insist upon strict performance or observance of the requirements of its rights set forth in this Agreement, or waives or amends any such requirements, such action shall not prejudice the Lender's rights under any or all of the guarantee and security arrangements granted by each of the undersigned in favour of the Lender.



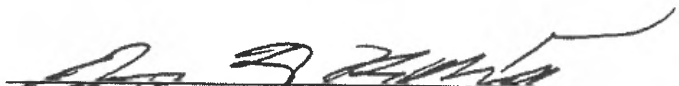
Witness




COURTNEY MOFFATT



Witness



JERRY ROBERTS



Witness



SANDI ROBERTS


rk

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the parties hereto.

1652563 ALBERTA LTD.

Per: _____
Courtney Moffatt
Director

BANK OF MONTREAL

Per:  _____
Trevor Bauer
Senior Account Manager

Each Guarantor hereby acknowledges receiving all information and advice that they require, including legal advice, related to this Agreement and, in this regard: (i) acknowledge receiving valuable consideration (the adequacy and sufficiency of which is specifically acknowledged) for their obligations hereunder; (ii) acknowledge and consent to this Agreement; (iii) agree to be bound by the provisions of this Agreement; and (iv) agree that if the Lender fails to insist upon strict performance or observance of the requirements of its rights set forth in this Agreement, or waives or amends any such requirements, such action shall not prejudice the Lender's rights under any or all of the guarantee and security arrangements granted by each of the undersigned in favour of the Lender.

Witness

COURTNEY MOFFATT

Witness

JERRY ROBERTS

Witness

SANDI ROBERTS

rk

AFFIDAVIT OF EXECUTION

CANADA
Province of Alberta
TO WIT

I, Linda J. Neilson, of the City of
Carstairs, in the Province of Alberta,
MAKE OATH AND SAY AS FOLLOWS:

1. That I was personally present and did see Courtney Moffatt, named in the within instrument who is personally known to me to be the person named therein, sign and execute the same for the purpose named therein.
2. That the same was executed at the City of Carstairs in the Province of Alberta and that I am the subscribing witness thereto.
3. That I know the said Courtney Moffatt and he is in my belief the full age of eighteen years.

SWORN BEFORE ME at the City of Carstairs)
in the Province of Alberta this 17 day of August, 2020.)

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

JAMES B. WILDE)
A Commissioner for Oaths)
In and for the Province of Alberta,)
being a Lawyer)

Linda J. Neilson

r k

AFFIDAVIT OF EXECUTION

CANADA
Province of Alberta
TO WIT

I, Linda J. Neilson, of the City of
Carstairs, in the Province of Alberta,
MAKE OATH AND SAY AS FOLLOWS:

1. That I was personally present and did see Jerry Roberts, named in the within instrument who is personally known to me to be the person named therein, sign and execute the same for the purpose named therein.
2. That the same was executed at the City of Carstairs in the Province of Alberta and that I am the subscribing witness thereto.
3. That I know the said Jerry Roberts and he is in my belief the full age of eighteen years.

SWORN BEFORE ME at the City of Carstairs,)
in the Province of Alberta this 17 day of August, 2020.)

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

JAMES B. WILDE)
A Commissioner for Oaths)
In and for the Province of Alberta,)
being a Lawyer)



rk

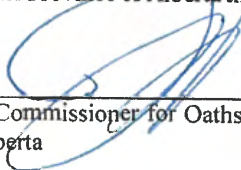
AFFIDAVIT OF EXECUTION

CANADA
Province of Alberta
TO WIT

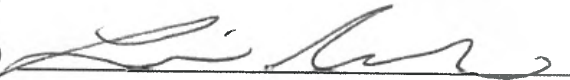
I, Linda J. Neilson, of the City of
Carstairs in the Province of Alberta,
MAKE OATH AND SAY AS FOLLOWS:

1. That I was personally present and did see Sandi Roberts, named in the within instrument who is personally known to me to be the person named therein, sign and execute the same for the purpose named therein.
2. That the same was executed at the City of Carstairs in the Province of Alberta and that I am the subscribing witness thereto.
3. That I know the said Sandi Roberts and she is in my belief the full age of eighteen years.

SWORN BEFORE ME at the City of Carstairs,)
in the Province of Alberta this 17 day of August, 2020.)


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

JAMES B. WILDE)
A Commissioner for Oaths)
In and for the Province of Alberta,)
being a Lawyer)



rk

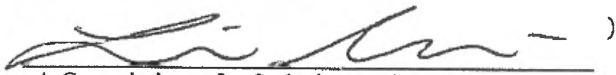
AFFIDAVIT VERIFYING


SIGNING AUTHORITY

I, Courtney Moffatt of the City of Carstairs, in the Province of Alberta, make oath and say:

1. I am a director of 1652563 Alberta Ltd. named in the within agreement.
2. I am authorized by 1652563 Alberta Ltd. to execute the within document.

SWORN BEFORE ME at the City of Carstairs)
in the Province of Alberta this 17 day of August,)
2020.)


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



Courtney Moffatt

LINDA J. NEILSON)
A Commissioner for Oaths)
in and for the Province of Alberta,)
being a Lawyer)

rk

SECOND FORBEARANCE EXTENSION AGREEMENT

THIS SECOND FORBEARANCE EXTENSION AGREEMENT is made effective this 15th day of October, 2020.

(the "**Second Extension Agreement**")

AMONG:

BANK OF MONTREAL
("BMO" or the "Lender")

- and -

1652563 ALBERTA LTD.
("165" or the "Borrower")

- and -

COURTNEY MOFFATT
("Courtney")

- and -

JERRY ROBERTS
("Jerry")

- and -

SANDI ROBERTS
("Sandi")

(each a "**Guarantor**" and collectively, the "**Guarantors**")

WHEREAS BMO, the Borrower and the Guarantors entered into a forbearance agreement dated effective as of June 15, 2020, as amended by a forbearance extension agreement dated August 15, 2020 (as amended, the "**Forbearance Agreement**");

AND WHEREAS the Forbearance Period described in the Forbearance Agreement terminates at 5:00pm on October 15, 2020;

AND WHEREAS the parties desire to extend the duration of the Forbearance Period and the Forbearance Agreement on the terms and conditions described in this Second Extension Agreement;

rk

NOW THEREFORE, in consideration of these mutual covenants and agreements, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by BMO, the Borrower and the Guarantors, the parties agree as follows:

Amendments

1. Capitalized terms used in this Second Forbearance Extension Agreement, but not defined herein, shall have the same meaning set forth in the Forbearance Agreement.
2. Article 4.1 (b) is hereby deleted in its entirety and replaced with the following:
 - (b) concurrent with the execution of this Agreement, to commence a liquidation of all of the Borrower's real and personal property (the "**Liquidation**") including but not limited to all current and future vehicle inventory. Subject to written direction from the Lender (acting in its sole discretion) that the Borrower is entitled to retain a portion of the proceeds of the Liquidation, proceeds (net of costs associated with the sale) shall be applied against principal and accrued interest payments comprising the Indebtedness;
3. Upon BMO receiving the net proceeds of sale of the Elk Ridge Condo (the "**Elk Ridge Proceeds**"), which is anticipated to be on or about October 31, 2020 (the "**Closing Date**"):
 - (a) Article 4.1(f) shall be deleted in its entirety and replaced with the following:
 - (f) in addition to the proceeds of the Liquidation, commencing June 15, 2020, by no later than the last business day of each month, to make principal payments towards the Indebtedness in the amount of no less than \$5,000;
 - (b) Article 4.1(h) shall be deleted in its entirety and replaced with the following:
 - (h) that, on the Closing Date, the Elk Ridge Proceeds shall first be applied against the accrued interest on the Indebtedness and the balance on the remainder of the Indebtedness;
 - (c) the following shall be added after paragraph 4.1(m):
 - (n) from and after the Closing Date, to make interest payments against the Indebtedness no later than the last business day of each month in accordance with the Loan Agreements, as may be amended by the terms of this Forbearance Agreement.

rk

4. Article 4.1(l) is hereby deleted in its entirety and replaced with the following:

- (l) on the 15th day of each month, to provide a certificate, in form and substance acceptable to BMO, certifying that the remittance and payments described in paragraph 4.1(j) hereof are in good standing, including but not limited to a Statement of Account from the Canada Revenue Agency; and

5. Article 4.2(e) is hereby deleted in its entirety and replaced with the following:

- (e) not sell, encumber or otherwise dispose (including export) of any of their assets except:
 - (i) within Alberta in the ordinary course of business in Alberta; or
 - (ii) outside of Alberta, with the prior written consent of the Lender, which consent may be unreasonably withheld; and
 - (iii) for all asset sales agreed to by the Lender, the Borrower and the Guarantors agree to execute reasonable directions to pay whereby the purchaser of those assets agrees to pay the portion, up to the entirety, of the net sale proceeds to the Lender directly in reduction of the amounts owed to the Lender, and a refusal by the Borrower or the Guarantors to execute such direction to pay shall be grounds for the Lender to withhold consent to any asset sale or disposition.

6. Article 6.1 of the Forbearance Agreement is hereby amended by replacing "October 15, 2020" with "January 31, 2021".

Mortgage Amending Agreement

7. The Borrower and Guarantors shall deliver an executed copy of a Mortgage Amending Agreement with respect to the 165 Property (the "**Mortgage Amending Agreement**") to BMO no later than October 15, 2020.

8. The Borrower and each of the Guarantors agrees to promptly do, make, execute and deliver all such further acts, documents and instruments as BMO may reasonably require to give effect to the intention of the Mortgage Amending Agreement.

rk

Discharge of Prior Security

9. No later than November 6, 2020, or such other time as agreed to by counsel to BMO, the Borrower and the Guarantors shall have taken such steps as are necessary to discharge the following security registrations in Alberta's Personal Property Registry:

Registration Number	Secured Parties	Collateral	Serial Number
19100226917	JUBILEE FORD SALES (1983) LTD. 419 BRAND PLACE SASKATOON, SK S7J 5L6 (" Jubilee Ford ") HSBC BANK CANADA 321- 21ST STREET EAST SASKATOON, SK S7K 0C1 (" HSBC ")	2019 Jaguar F-Pace	SADCJ2FX5KA616580
19102341356	Jubilee Ford HSBC	2019 Ford Expedition	1FMJK2AT7KEA59647

Extension Fee

10. In consideration of BMO entering into this Second Forbearance Extension Agreement, the Borrower covenants and agrees to pay to BMO concurrent with the execution of this Second Forbearance Extension Agreement a non-refundable forbearance extension fee of \$3,000, which shall be added to, and form part of, the Indebtedness.

Miscellaneous

11. **No Amendment.** Except as expressly modified or amended herein, nothing in this Second Forbearance Extension Agreement is intended to alter, amend, modify or limit the existence, terms or effectiveness of any agreement between BMO, the Borrower and the Guarantors including, without limitation, the Forbearance Agreement, the Loans or the Guarantees.

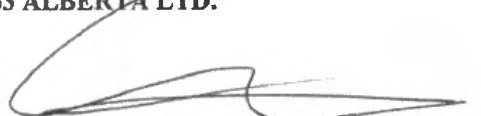
12. Execution. This Second Extension Agreement may be executed in counterparts and delivered via e-mail or other electronic means, and all counterparts, when taken together, shall constitute the agreement.

r/h

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the parties hereto.

1652563 ALBERTA LTD.


Per:



Courtney Moffatt
Director

BANK OF MONTREAL

Per:



Trevor Bauer
Senior Account Manager

Each Guarantor hereby acknowledges receiving all information and advice that they require, including legal advice, related to this Agreement and, in this regard: (i) acknowledge receiving valuable consideration (the adequacy and sufficiency of which is specifically acknowledged) for their obligations hereunder; (ii) acknowledge and consent to this Agreement; (iii) agree to be bound by the provisions of this Agreement; and (iv) agree that if the Lender fails to insist upon strict performance or observance of the requirements of its rights set forth in this Agreement, or waives or amends any such requirements, such action shall not prejudice the Lender's rights under any or all of the guarantee and security arrangements granted by each of the undersigned in favour of the Lender.



Witness



COURTNEY MOFFATT



Witness



JERRY ROBERTS



Witness



SANDI ROBERTS

rk

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

JERRY ROBERTS

sworn this 29th day of January, 2021

R. Kay

A Commissioner for Oaths in and for Alberta

Richard Kay

My Commission Expires September 21, 2022

rk

VIA EMAIL (RODTEK@HOTMAIL.COM / JDRSJR@TELUS.NET)

January 12, 2021

1652563 Alberta Ltd.
419, 10th Avenue S.
Carstairs, AB T0M 0N0

Attention: Courtney Moffatt & Jerry Roberts

Dear Sirs:

Re: Bank of Montreal ("BMO") vs. 1652563 Alberta Ltd. ("165" or the "Borrower")

As you are aware, we are counsel to BMO in connection with the Forbearance Agreement dated June 15, 2020 entered into between BMO as lender, 165 as borrower, and Jerry Roberts, Sandi Roberts and Courtney Moffatt as guarantors. As you are also aware, the Forbearance Agreement has been amended by a Forbearance Extension Agreement dated August 15, 2020 and a Second Forbearance Extension Agreement dated October 15, 2020 (as so amended, the "**Forbearance Agreement**"). Capitalized terms not otherwise defined herein have the meaning set forth in the Forbearance Agreement.

On behalf of BMO, we hereby provide notice in accordance with Article 11 of the Forbearance Agreement that the Borrower has committed Events of Default under the Forbearance Agreement (the "**Events of Default**"). The Events of Default include, but are not limited to:

1. the Borrower has failed to make payments to BMO under the Forbearance Agreement on the applicable due date, including but not limited to the principal and interest payments which were due and payable no later than December 31, 2020 which, as at January 7, 2021, remain unpaid. This Event of Default constitutes a further default under the Loan Agreement;
2. the Borrower has failed to perform or comply with its covenants and obligations contained in the Forbearance Agreement, including but not limited to the failure to discharge the Jubilee Ford registrations pursuant to Clause 9 of the Second Forbearance Extension Agreement; and
3. as a result of, among other things, the above Events of Default, there has been a material adverse change in the status or financial position of the Borrower in the business, affairs or condition of the Borrower,

(collectively, the "**Designated Defaults**").

Upon the occurrence of an Event of Default, BMO is entitled to immediately proceed to enforce any or all of its rights and remedies, including without limitation the Security.

10720735

BD&P

rk

BMO will continue to monitor the default situation very carefully and will determine, in its sole discretion and on a "day-to-day" basis, whether or not to exercise the rights and remedies afforded to it under the Forbearance Agreement. We remind you, however, that nothing in this letter, any ongoing discussions or negotiations between BMO and 165, nor any delay on the part of BMO in exercising any of its rights and remedies under the Forbearance Agreement, Loan Agreements, Security, Guarantees or any other document between BMO and any of the Borrower and Guarantors (collectively, the "**Loan Documents**") or under applicable law, shall directly or indirectly:

- (i) create any obligation to forbear from taking any enforcement action, or to make any further extensions of credit;
- (ii) constitute a consent to or waiver of any past, present or future Events of Default or other violation by the Borrower of any provisions of the Loan Documents;
- (iii) amend, modify or operate as a waiver of any provision of the Loan Documents or any right, power, privilege or remedy of BMO or under applicable law or constitute an agreement to forbear or to restructure the obligations in any respect; or
- (iv) constitute a course of dealing or other basis for altering any rights or obligations of BMO under the Loan Documents or any obligations of 165 or the Guarantors under the Loan Documents or any other contract or instrument. Nothing contained in this letter shall confer on 165 or any other person any right to notice or cure periods with respect to any Events of Default.

This letter confirms that BMO has not waived the Designated Defaults and expressly reserves all of its rights, powers, privileges and remedies under the Loan Documents or applicable law, including, without limitation, its right at any time, as applicable to:

- (i) commence any legal or other action to collect any or all of the obligations from 165, the Guarantors or any other person liable therefor;
- (ii) foreclose or otherwise realize on any or all of 165's assets;
- (iii) appoint a receiver or receiver manager over the collateral subject to the Security;
- (iv) take any other enforcement action or otherwise exercise any or all rights and remedies provided for by any or all of the Loan Documents or applicable law; and
- (v) reject any forbearance, financial restructuring or other proposal made by or on behalf of 165 or any creditor or equity holder.

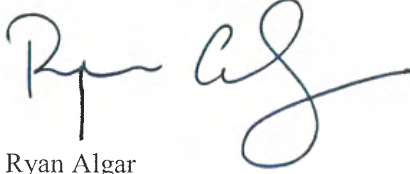
BMO may exercise its rights, powers, privileges and remedies, including those set forth in (i) through (v) above at any time in its sole and absolute discretion without further notice. No oral representations or course of dealing on the part of BMO or any of its officers, employees or agents, and no failure or delay by BMO with respect to the exercise of any right, power, privilege or remedy under any of the Loan Documents or applicable law shall operate as a waiver thereof, and the single or partial exercise of any such right, power, privilege or remedy shall not preclude any later exercise of any other right, power, privilege or remedy.

Furthermore, please be advised that BMO will not be extending the Forbearance Period past its current expiry on January 31, 2021.

Please do not hesitate to contact the undersigned with any questions.

Yours truly,

BURNET, DUCKWORTH & PALMER LLP

A handwritten signature in blue ink, appearing to read "Ryan Algar". The signature is fluid and cursive, with a large, sweeping "A" at the end.

Ryan Algar

cc: Courtney Moffatt
Jerry Roberts
Sandi Roberts
Quentin Plester, Hayes-Fry Law
Katy Josephs, Burnet, Duckworth & Palmer LLP
Trevor Bauer, Bank of Montreal

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

JERRY ROBERTS

sworn this 29th day of January, 2021

R. Kay

A Commissioner for Oaths in and for Alberta

Richard Kay

My Commission Expires September 21, 2022

Cassels

January 13, 2021

Via Email: rodtek@hotmail.com; jdrrjr@telus.net

1652563 Alberta Ltd.
419 10 Avenue South
Carstairs, Alberta, T0M 0N0

dmarechal@cassels.com
tel: +1 403 351 2922
fax: +1 403 648 1151
file # 55280-1

Attention: Courtney Moffatt and Jerry Roberts

Jerry and Sandi Roberts
PO Box 1096
Carstairs, Alberta, T0M 0N0

Courtney Moffatt
PO Box 2044
Carstairs, Alberta, T0M 0N0

Dear Sirs and Mesdames:

Re: Notice of Assignment

We are counsel to 2314174 Alberta Ltd. ("**231 Ltd.**")

We write to notify you that an assignment was made on January 13, 2021 (the "**Effective Date**") by Bank of Montreal ("**BMO**") to 231 Ltd. with respect to, among other things:

- (a) BMO's entire right, title, estate and interest in and to the documents listed in Appendix "A" hereto (collectively, the "**Loan Documents**"); and
- (b) all present and future indebtedness, costs, fees, expenses and other obligations or liabilities direct or indirect, absolute or contingent, due by 1652563 Alberta Ltd. (the "**Borrower**") to BMO under the Loan Documents, including, without limitation, all monies, demands and choses in action now due, owing or accruing or growing due or which may hereafter become due, owing or accruing or growing due, to BMO under, pursuant to, or in connection with the Loan Documents (collectively, the "**Indebtedness**");

(collectively, the "**Assigned Interests**").

As of the Effective Date, 231 Ltd. has assumed all of BMO's rights, title, estate and interest in and to the Assigned Interests.

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As at the Effective Date, all notices required under the Loans Documents should be sent to:

2314174 Alberta Ltd.
Suite 3810, Bankers Hall West
888 3rd Street SW
Calgary, Alberta T2P 5C5

Attention: Jerry Roberts

Email: jdrsjr@telus.net

With a copy to:

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

Attention: Jeffrey Oliver/Danielle Marechal

Email: joliver@cassels.com/dmarechal@cassels.com

In the future, you should deal with 231 Ltd. regarding all matters relating to Assigned Interests. All payments, questions and correspondence relating to the Assigned Interests should be sent to 231 Ltd. at the address set out above marked for the attention of Jerry Roberts. The Loan Documents will continue on their existing terms in all other respects.

Yours truly,

Cassels Brock & Blackwell LLP

Danielle Marechal

Danielle Marechal
Partner

DM/rk

cc: Quentin Plester, counsel to 1652563 Alberta Ltd. (by email: quentin@q4group.ca), Ryan Algar, counsel to Bank of Montreal (by email: ralgar@bdplaw.com)

rk

APPENDIX "A" LOAN DOCUMENTS

- A. A Security Agreement against All Present and After Acquired Personal Property granted by the Borrower in favour of BMO dated July 6, 2018 (the "**GSA**").
- B. A mortgage (the "**165 Mortgage**") dated July 6, 2018 granted by the Borrower in the principal amount of CAD\$500,000 against the property municipally described as 419 10 Avenue S., Carstairs, AB T0M 0N0 and legally described as:

Plan 3845CO
Block 28
Lots 5 to 8 inclusive
Excepting thereout all mines and minerals and the right to work the same

(the "**165 Property**").

- C. A mortgage amending agreement dated October 26, 2020 among Borrower and BMO.
- D. A Chattel Mortgage (P.P.S.A.), granted by the Borrower against Chattels described as:

Date	Description	Serial Number	Location
February 10, 2020	2019 Ford Expedition	1FMJK2AT7KEA59647	419, 10 th Ave S. Carstairs, AB T0M 0N0
	2019 Jaguar F-Pace	SADCJ2FX5KA616580	

- E. The following security (collectively, the "**Bank Act Security Documents**") granted pursuant to the Section 427 of the *Bank Act*, SC 1991, c 46 (the "**Bank Act**"):
1. Notice of Intention to grant security under Section 427 of the Bank Act granted by the Borrower in favour of the BMO dated July 17, 2018;
 2. Security under Section 427 of the Bank Act dated July 20, 2018 executed by the Borrower in favour of the BMO;
 3. Application for Credit and Promise to Give Bills of Lading, Warehouse Receipts or Security under Section 427 of the Bank Act dated July 10, 2018 executed by the Borrower in favour of the BMO;
 4. Agreement as to Loans and Advances and Security therefor dated July 20, 2018 executed by the Borrower in favour of the BMO; and

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5. Agreement regarding the Dating of Documents executed by the Borrower in favour of the BMO (undated).

- F. Guarantees for Indebtedness of an Incorporated Company (the "**Guarantees**") by the following:

Date	Guarantor	Amount
February 7, 2020	Courtney Moffatt	\$1,645,000 plus interest at 3% per annum above the BMO's prime rate in effect from the date of demand until payment and legal or other costs, charges and expenses
February 11, 2020	Jerry Roberts and Sandi Roberts (jointly and severally)	\$1,645,000 plus interest at 3% per annum above the BMO's prime rate in effect from the date of demand until payment and legal or other costs, charges and expenses

- G. Assignment Postponement and Subordination Agreement in favour of the BMO executed by the Guarantors dated July 6, 2018.
- H. Assignment Postponement and Subordination Agreement in favour of the BMO executed by the Guarantors dated February 10, 2020.
- I. Priority Agreement dated July 13, 2018 among the BMO, Borrower and NextGear Capital Corporation.
- J. Priority Agreement dated July 18, 2018 among the BMO, Borrower and Wells Fargo Capital Finance Corporation Canada.
- K. Forbearance Agreement dated June 15, 2020 among the BMO, Borrower and Guarantors.
- L. Forbearance Extension Agreement dated August 15, 2020 among the BMO, Borrower and Guarantors.
- M. Second Forbearance Extension Agreement dated October 15, 2020 the among BMO, Borrower and Guarantors.

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CERTIFICATE

As per the March 25, 2020 Notice to the Profession & Public: "Remote Commissioning":

I hereby state and confirm that I have commissioned the following Affidavit and am satisfied that the process was necessary because it was impossible or unsafe, for medical reasons, for the deponent and myself to be physically present together.

R Kay

Commissioner for Oaths for the Province of Alberta

Name: Richard Kay

My Commission Expires September 21, 2022

January 29, 2021

Date

rk