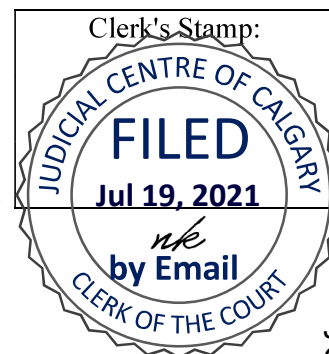




COURT FILE NUMBER 2101 - 08877
 COURT COURT OF QUEEN'S BENCH OF ALBERTA
 JUDICIAL CENTRE CALGARY



702717

PLAINTIFF ATB FINANCIAL
 DEFENDANTS **732482 ALBERTA LTD., HAN SEUNG YOO, JAI HYUN YOO, HYE YOUNG YEO, JIN OK YEO, GAB BUN KIM, OK SOON KIM, SE JIN KIM, SUNG YEON KIM, YOUNG OK KIM and YO SUP KIM**

Justice Jones
COM

July 30, 2021

DOCUMENT **AFFIDAVIT NO.1 OF BRIAN SPILCHEN**

Burnet, Duckworth & Palmer LLP
 2400, 525 – 8 Avenue SW
 Calgary, Alberta T2P 1G1
 Lawyer: **David LeGeyt / Ryan Algar**
 Phone Number: (403) 260-0210 / (403) 260-0126
 Fax Number: (403) 260-0332
 Email Address: dlegeyt@bdplaw.com / ralgar@bdplaw.com
 File No. 38795-2792

AFFIDAVIT NO. 1 OF BRIAN SPILCHEN

Sworn on July 19th, 2021

I, Brian Spilchen, of the City of Calgary, in the Province of Alberta, MAKE OATH AND SAY THAT:

1. I am a Director, Risk Advisory & Management of ATB Financial ("ATB" or the "Lender"), the Plaintiff and applicant creditor herein and, as such, have personal knowledge of the matters deposed to except where stated to be based on information and belief, in which case I verily believe the same to be true.
2. I have reviewed the business records of ATB relevant to the ATB application seeking the appointment of a receiver and manager over all of the current and future assets, undertakings and property of 732482 Alberta Ltd., ("732 AB Ltd." or the "Borrower") and have satisfied myself that I am possessed of sufficient information and knowledge to swear this Affidavit on behalf of ATB.

The Defendants

3. 732 AB Ltd. is a corporation incorporated under the laws of Alberta. A search record for 732 AB Ltd. from the Alberta Corporate Registry is attached and marked as **Exhibit "A"**. 732 AB Ltd.'s registered office is located in Whitecourt, Alberta.
4. The Defendants, Han Seung Yoo, Jai Hyun Yoo, Hye Young Yeo, Jin Ok Yeo, Gab Bun Kim, Ok Soon Kim, Se Jin Kim, Sung Yeon Kim, Young Ok Kim and Yo Sup Kim are individuals, resident in Alberta, British Columbia and Saskatchewan.
5. Han Seung Yoo, Jai Hyun Yoo, Hye Young Yeo, Jin Ok Yeo, Gab Bun Kim, Ok Soon Kim, Se Jin Kim, Sung Yeon Kim, Young Ok Kim and Yo Sup Kim are collectively referred to herein as the "**Guarantors**", and each as a "**Guarantor**".

The Credit Agreement and the Indebtedness

6. ATB extended credit facilities and related services to 732 AB Ltd. pursuant to a Credit Agreement dated July 26, 2016 (the "**Credit Agreement**"). A copy of the Credit Agreement is attached and marked as **Exhibit "B"**.
7. As at July 16, 2021, 732 AB Ltd. was indebted to ATB for at least \$5,202,943.23 in respect of funds borrowed pursuant to the Credit Agreement, plus interest and costs, which continue to accrue (the "**Indebtedness**").

The Guarantees

8. The Guarantors granted security to ATB in respect of 732 AB Ltd.'s obligations pursuant to continuing guarantees and postponements of claim granted to ATB as follows:
 - (a) Han Seung Yoo dated November 25, 2014;
 - (b) Han Seung Yoo dated April 14, 2015;
 - (c) Jai Hyun Yoo dated November 24, 2014;
 - (d) Hye Young Yeo and Jin Ok Yeo dated November 25, 2014;
 - (e) Se Jin Kim and Young Ok Kim dated November 25, 2014;
 - (f) Sung Yeon Kim and Ok Soon Kim dated November 24, 2014; and
 - (g) Yo Sup Kim and Gab Bun Kim dated November 24, 2014

(the "**Guarantees**").

9. The Guarantees provide that the Guarantors each guarantee to ATB payment on demand of all debts and liabilities at any time owing by 732 AB Ltd. to ATB arising under any agreement or dealings between 732 AB Ltd. and ATB or however otherwise incurred or arising, to the limited amount of \$1,500,000.00 together with interest thereon from the date of demand for payment at rate equal to ATB's prime lending rate plus 3.00 percent both before and after judgment plus legal costs incurred by ATB on a solicitor and own client basis. The Guarantees are attached and marked as **Exhibit "C"**.

The Security

10. 732 AB Ltd. granted security to ATB in respect of all of its obligations, indebtedness and liabilities to ATB under the Credit Agreement, including:
- (a) a commercial mortgage dated December 9, 2014 with a principal amount of \$5,800,000.00 constituting a first charge on 732 AB Ltd.'s interest in the lands legally described as:
- PLAN 4847NY
BLOCK 49
LOT 38
EXCEPTING THEREOUT ALL MINES AND MINERALS (the "**Hotel Property**")
- (the "**Mortgage**");
- (b) Assignment of Leases and Rents dated December 9, 2014 made by 732 AB Ltd. in favour of ATB, whereby 732 AB Ltd. assigned to ATB all leases now or in the future to be entered into by 732 AB Ltd. and all and any renewals thereof, and all rents reserved and payable and to become payable thereunder (including without limitation the right to distress contained therein) (the "**Assignment of Leases and Rents**") ; and
- (c) a general security agreement dated November 26, 2014 wherein as security for payment and performance of any and all obligation, indebtedness and liability of 732 AB Ltd. to ATB, 732 AB Ltd. granted to ATB a security interest in all of the Debtor's present and after-acquired property, assets and undertaking, including without limitation all present and after-acquired Personal Property, and all present and after-acquired real, immovable and leasehold property in which the Debtor at any time has an interest or to which the Debtor

is or at any time may become entitled) and in all Proceeds and renewals thereof, Accessions thereto and substitutions therefor (the "**GSA**").

11. In addition to the foregoing security granted to ATB under the Credit Agreement, and pursuant to the Forbearance Agreement (as defined below), 732 AB Ltd. granted security to ATB pursuant to a collateral mortgage on 732 AB Ltd.'s interest in the lands legally described as:

CONDOMINIUM PLAN 0721242
UNIT 10
AND 132 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE
COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS (the "**Condominium
Property**")

(the "**Collateral Mortgage**").

12. Together, the Mortgage, the Assignment of Leases and Rents, the GSA and the Collateral Mortgage are referred to herein as the "**Security**".
13. The Mortgage and the Assignment of Leases and rents are duly registered with the Alberta Land Titles Office. A Certificate of Title with respect to the Hotel Property dated July 5, 2021 is attached and marked as **Exhibit "D"**.
14. The Collateral Mortgage is duly registered with the Alberta Land Titles Office. A Certificate of Title with respect to the Condominium Property dated July 14, 2021 is attached and marked as **Exhibit "E"**.
15. ATB perfected its security under the GSA in Alberta by registering its interest with the Alberta PPR. An Alberta PPR Debtor Name Search for 732 AB Ltd., dated July 6, 2021 is attached and marked as **Exhibit "F"**.

Payment History and Eroding Security

16. With the exception of certain payments made against its operating loan and a Mastercard facility, 732 AB Ltd. has failed to make any principal payments towards the Indebtedness since approximately December 2017.

17. Property Tax Certificates from the City of Lloydminster attached and marked as **Exhibit "G"** indicate that as of July 7, 2021, there is \$53,803.51 in property taxes owing to the City of Lloydminster pursuant to 732 AB Ltd.'s 2020 tax assessments in respect of the Hotel Property.
18. As a result of the Unpaid Taxes, ATB's security interest in 732 AB Ltd. has eroded and continues to erode.

Demands

19. On or about March 4, 2020, ATB demanded repayment of the Indebtedness from 732 AB Ltd. and concurrently therewith served upon 732 AB Ltd. a Notice of Intention to Enforce Security in accordance with section 244 of the *Bankruptcy and Insolvency Act* RSC 1985, c B-3 (the "**BIA**") (the "**732 Demand**").
20. 732 AB Ltd. has failed, refused or neglected to repay all of the Indebtedness.
21. On or about March 4, 2020, ATB provided notice of the foregoing defaults the Guarantors and demanded repayment of the Indebtedness from the Guarantors pursuant to the Guarantees (the "**Guarantor Demands**").
22. The Guarantors have failed, refused, or neglected to repay all of the Indebtedness.
23. The 732 Demand and the Guarantor Demands are collectively referred to as (the "**Demands**"). Copies of the Demands are attached and collectively marked as **Exhibit "H"**.
24. On or about April 30 2020, and after the Borrower and the Guarantors failed to repay the Indebtedness following the Demands, the parties entered into a forbearance agreement on or about April 30, 2020 (as amended and extended, the "**Forbearance Agreement**"). A copy of the Forbearance Agreement and related Forbearance Extension and Amending Agreement are collectively attached and marked as **Exhibit "I"**.
25. 732 AB Ltd.'s obligations under the Forbearance Agreement included, but were not limited to:
 - (a) remitting, in accordance with legal requirements, all taxes owing by the Borrower to any municipality (as that term is defined in the *Municipal Government Act* (Alberta)) with respect to any real property subject to the Security;

- (b) making monthly interest payments towards the Indebtedness, effective August 31, 2020; and
 - (c) entering into payment plans with Ramada Worldwide Inc. ("**Ramada**") and Canada Revenue Agency;
 - (d) reducing the Indebtedness to \$0.00 on or before May 31, 2021, the expiry of the Forbearance Period (as defined therein),

(collectively, the "**Forbearance Obligations**").
26. Further, 732 AB Ltd. and the Guarantors covenanted and agreed under the Forbearance Agreement, among other things, that:
- (a) the Loan Agreement and the Guarantees were duly and properly executed and was valid, binding and enforceable in accordance with its terms;
 - (b) the Security was valid, binding and enforceable in accordance with its terms and secures repayment and performance of all obligations of the Borrower and the Guarantors to ATB;
 - (c) ATB was in a position to enforce the Security and pursue all remedies as it may deem appropriate; and
 - (d) 732 AB Ltd. and the Guarantors have no claims for set-off, counterclaim or damages on any basis whatsoever against ATB or any of its directors, officers, employees, representatives or agents.
27. Further, 732 AB Ltd. and the Guarantors delivered a form of Consent Receivership Order, to be held in accordance with the terms of the Forbearance Agreement.
28. Since May 31, 2021 ATB has continued to informally forbear from enforcing its rights, although its was no longer obliged to do so.
29. By agreement between ATB and 732 AB Ltd. the Hotel Property has been listed for sale for quite some time. There have been third party offers to acquire the Hotel Property which were acceptable to ATB, however 732 AB Ltd. has been unable to complete a sale of the Hotel Property notwithstanding ATB's support of the same. ATB has lost confidence in the ability of 732 AB Ltd. to transact the sale of the Hotel Property to the satisfaction of ATB.

Defaults under the Credit Agreement and Forbearance Agreement

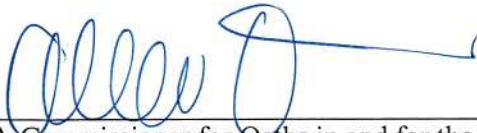
30. 732 AB Ltd. is in default of its obligations to ATB under the Credit Agreement, the Forbearance Agreement and the Mortgage including but not limited to, by reason of the following, which are continuing:
- (a) the failure to provide annual evidence that all sums owing to tax and governmental authorities are up to date;
 - (b) the failure to confirm annually that all parties taxes are current;
 - (c) the failure to provide the most recent quality assurance report conducted by Ramada, the franchisor of the Hotel Property;
 - (d) the failure to remit all sums owing to tax and governmental authorities;
 - (e) the failure to make scheduled payments to ATB in accordance with the Credit Agreement;
 - (f) the ability of the Debtor to repay the Indebtedness is, or is about to be, impaired; and
 - (g) ATB is of the opinion that there has been a material adverse change in the financial condition of the Debtor.
31. Further, 732 AB Ltd. and the Guarantors committed Events of Defaults of under the Forbearance Agreement, including, not limited to, breaching the Forbearance Obligations.

Appointment of a Receiver

32. It is a term of the Security that if 732 AB Ltd. is in default of its obligations to ATB, ATB may apply to this Honourable Court for the appointment of a receiver and manager.
33. ATB is presently entitled to prosecute its legal remedies under the Security, and ATB has the right to appoint or apply to this Honourable Court to appoint a receiver and manager over the property, assets and undertaking of 732 AB Ltd. ATB wishes to exercise that right at this time.
34. I verily believe that the immediate appointment of a receiver manager of all undertaking, property and assets of 732 AB Ltd. is just and convenient and is necessary to protect the interests of ATB, including to preserve the remaining assets of 732 AB Ltd. and to realize on ATB's Security.

- 35. I verily believe ATB's collateral is at risk and will be further eroded unless a receiver is immediately appointed. No other viable alternative is presently available to ATB.
- 36. I verily believe that BDO Canada Limited is qualified and prepared to act as receiver or receiver and manager of 732 AB Ltd. Attached hereto, marked as **Exhibit "J"** is a true copy of a Consent to Act executed by an authorized representative of BDO Canada Limited.
- 37. I make this Affidavit in support of ATB's application for a receivership in respect of the assets, undertakings, and properties of 732 AB Ltd.

SWORN BEFORE ME at the City of Calgary, in)
 the Province of Alberta this 19th day of July, 2021.)
)
)



 A Commissioner for Oaths in and for the
 Province of Alberta



 Brian Spilchen

COLLEEN ELIZABETH JILL KONKIN
 A Commissioner for Oaths/Notary Public
 In and for the Province of Alberta

COLLEEN ELIZABETH JILL KONKIN
 Student-at-Law

THIS IS **EXHIBIT "A"** REFERRED TO IN THE
AFFIDAVIT OF BRIAN SPILCHEN.

SWORN BEFORE ME THIS 19 DAY OF
JULY, 2021.



A Commissioner for Oaths in and for the Province
of Alberta

COLLEEN ELIZABETH JILL KONKIN
Student-at-Law

COLLEEN ELIZABETH JILL KONKIN
A Commissioner for Oaths/Notary Public
In and for the Province of Alberta

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

Date of Search: 2021/07/19
Time of Search: 08:19 AM
Search provided by: ELDOR-WAL REGISTRATIONS (1987) LTD
Service Request Number: 35825636
Customer Reference Number:

Corporate Access Number: 207324823
Business Number: 884585589
Legal Entity Name: 732482 ALBERTA LTD.

Legal Entity Status: Active
Alberta Corporation Type: Numbered Alberta Corporation
Registration Date: 1997/03/20 YYYY/MM/DD

Registered Office:

Street: 5610 44 ST
City: LLOYDMINSTER
Province: ALBERTA
Postal Code: T9V0B6

Email Address: RAMADA-LLOYD@SHAW.CA

Directors:

Last Name: KIM
First Name: SUNG YEON
Street/Box Number: #85 - 2979 PANORAMA DRIVE
City: COQUITLAM
Province: BRITISH COLUMBIA
Postal Code: V3E2E8

Last Name: KIM
First Name: SE JIN
Street/Box Number: 7236-197TH STREET
City: LANGLEY
Province: BRITISH COLUMBIA

Postal Code: V2J3R6
Last Name: KIM
First Name: YO SUP
Street/Box Number: 1662 WASCANA HIGHLANDS
City: REGINA
Province: SASKATCHEWAN
Postal Code: S4V2K7

Last Name: KIM
First Name: GAB BUN
Street/Box Number: 1662 WASCANA HIGHLANDS
City: REGINA
Province: SASKATCHEWAN
Postal Code: S4V2K7

Last Name: KIM
First Name: OK SOON
Street/Box Number: #85 - 2979 PANORAMA DRIVE
City: COQUITLAM
Province: BRITISH COLUMBIA
Postal Code: V3E2E8

Last Name: KIM
First Name: YOUNG OK
Street/Box Number: #402, 3071 GLEN DRIVE
City: COQUITLAM
Province: BRITISH COLUMBIA
Postal Code: V3B7B1

Last Name: YEO
First Name: HYE YOUNG
Street/Box Number: 4530 BRUNSWICK AVENUE
City: WINDSOR
Province: ONTARIO
Postal Code: N9G3G7

Last Name: YEO
First Name: JIN OK
Street/Box Number: 4530 BRUNSWICK AVENUE
City: WINDSOR

Province: ONTARIO
Postal Code: N9G3G7

Last Name: YOO
First Name: HAN SEUNG
Street/Box Number: 1327 WINSLOW AVENUE
City: COQUITLAM
Province: BRITISH COLUMBIA
Postal Code: V3J2G5

Last Name: YOO
First Name: JAI
Middle Name: HYUN
Street/Box Number: 1327 WINSLOW AVENUE
City: COQUITLAM
Province: BRITISH COLUMBIA
Postal Code: V3J2G5

Voting Shareholders:

Last Name: HAN SEUNG YOO & JAI HYUN YOO
Street: 1327 WINSLOW AVENUE
City: COQUITLAM
Province: BRITISH COLUMBIA
Postal Code: V3J2G5
Percent Of Voting Shares: 20

Last Name: HYE YOUNG YEO & JIN OK YEO
Street: 4530 BRUNSWICK AVENUE
City: WINDSOR
Province: ONTARIO
Postal Code: N9G3G7
Percent Of Voting Shares: 20

Last Name: SUNG YEON KIM & OK SOON KIM
Street: #85 - 2979 PANORAMA DRIVE
City: COQUITLAM
Province: BRITISH COLUMBIA
Postal Code: V3E2E8
Percent Of Voting Shares: 20

Last Name: YO SUP KIM & GAB BUN KIM
Street: 1662 WASCANA HIGHLANDS
City: REGINA
Province: SASKATCHEWAN
Postal Code: S4V2K7
Percent Of Voting Shares: 20

Last Name: YOUNG OK KIM & SEI JIN KIM
Street: #402, 3071 GLEN DRIVE
City: COQUITLAM
Province: BRITISH COLUMBIA
Postal Code: V3B7B1
Percent Of Voting Shares: 20

Other Information:

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2020	2020/07/06

Outstanding Returns:

Annual returns are outstanding for the 2021 file year(s).

Filing History:

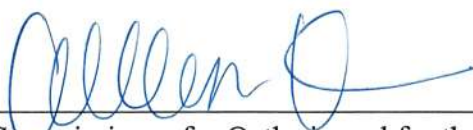
List Date (YYYY/MM/DD)	Type of Filing
2000/01/11	Service Provider Correct Legal Entity
2014/10/08	Change Director / Shareholder
2020/02/07	Change Address
2020/02/17	Update BN
2020/07/06	Enter Annual Returns for Alberta and Extra-Provincial Corp.

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



THIS IS **EXHIBIT "B"** REFERRED TO IN THE
AFFIDAVIT OF BRIAN SPILCHEN.

SWORN BEFORE ME THIS 19 DAY OF
JULY, 2021.



A Commissioner for Oaths in and for the Province
of Alberta

COLLEEN ELIZABETH JILL KONKIN
Student-at-Law

COLLEEN ELIZABETH JILL KONKIN
A Commissioner for Oaths/Notary Public
In and for the Province of Alberta

Edmonton Southbrook
111 Street and Ellerslie Road
(1003 James Mowatt Trail)
Edmonton, AB. T6W 1S4
Phone: 780-717-3733

July 26, 2016

732482 Alberta Ltd.
5610 44th Street
Lloydminster, AB. T9V 0B6

Attn: Yo Sup Kim

Dear Sir:

Alberta Treasury Branches has approved and offers financial assistance on the terms and conditions in the attached Commitment Letter. This agreement amends and restates in its entirety our previous letter(s). Any borrowings outstanding under previous letter agreement(s) are deemed to be Borrowings hereunder under the related facility referenced herein.


You may accept our offer by returning the enclosed duplicate of this letter, signed as indicated below, by 4:00 p.m. mountain standard time ("MST") on or before August 26, 2016 or our offer will automatically expire. This correspondence may be executed electronically; this correspondence may be delivered by email, facsimile or other functionally-equivalent electronic means. We reserve the right to cancel our offer at any time prior to acceptance.

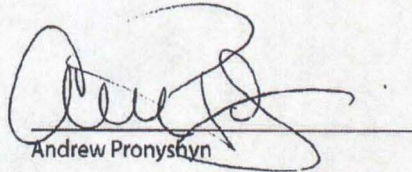
Thank you for your continued business

Yours truly,

ALBERTA TREASURY BRANCHES

By:


Patty Schnell
Relationship Manager


Andrew Pronyshyn
Director

Encl.

Accepted this day of , 20

BORROWER

732482 Alberta Ltd.


Per:

Date Accepted:

Per:

Date Accepted:

ATB Financial™

GUARANTORS

Sung Yeon Kim

Date Accepted:

Ok Soon Kim

Date Accepted:

Yo Sup Kim

Date Accepted:

Gab Bun Kim

Date Accepted:

Han Seung Yoo

Date Accepted:

Jai Hyun Yoo

Date Accepted:

Hye Young Yeo

Date Accepted:

Jin Ok Yeo

Date Accepted:

Se Jin Kim

Date Accepted:

Young Ok Kim

Date Accepted:

GUARANTORS

Sung Yeon Kim

Date Accepted:

Ok Soon Kim

Date Accepted:

Yo Sup Kim

Date Accepted:

Gab Bun Kim

Date Accepted:

Han Seung Yoo

Date Accepted:

Jai Hyun Yoo

Date Accepted:

김혜영
Hye Young Yeo

Date Accepted:

진옥예
Jin Ok Yeo

Date Accepted:

Se Jin Kim

Date Accepted:

Young Ok Kim

Date Accepted:

ATB Financial™

GUARANTORS

Sung Yeon Kim

Date Accepted:

Ok Soon Kim

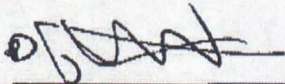
Date Accepted:

Yo Sup Kim

Date Accepted:

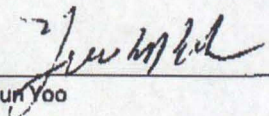
Gab Bun Kim

Date Accepted:



03 Oct. 2016
Date Accepted:

Han Seung Yoo



03 Oct. 2016
Date Accepted:

Jai Hyun Yoo

Hye Young Yeo

Date Accepted:

Jin Ok Yeo

Date Accepted:

Se Jin Kim

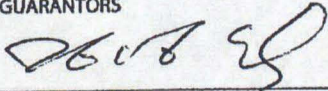
Date Accepted:

Young Ok Kim

Date Accepted:

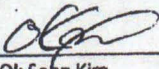
ATB Financial

GUARANTORS



Sung Yeon Kim

Date Accepted:


Ok Soon Kim

Date Accepted:

Yo Sup Kim

Date Accepted:

Gab Bun Kim

Date Accepted:

Han Seung Yoo

Date Accepted:

Jai Hyun Yoo

Date Accepted:

Hye Young Yeo

Date Accepted:

Jin Ok Yeo

Date Accepted:


Se Jin Kim

Date Accepted:


Young Ok Kim

Date Accepted:

ATB Financial

LENDER: ALBERTA TREASURY BRANCHES

BORROWER: 732482 Alberta Ltd.

GUARANTOR(S): Sung Yeon Kim

Ok Soon Kim

Yo Sup Kim

Gab Bun Kim

Han Seung Yoo

Jai Hyun Yoo

Hye Young Yeo

Jin Ok Yeo

Se Jin Kim

Young Ok Kim

1. **DETAILS OF CREDIT FACILITIES (EACH REFERRED TO AS A "CREDIT FACILITY"):**

Credit Facility #1 - Operating Credit Facility (Revolving) – \$100,000.00

- is available by way of Prime-based loans.
 - Interest will be calculated from the date or dates funds are advanced on the daily outstanding principal at Prime plus 2.50% per annum and will be payable on the last day of each month.
- is to be used to assist with day to day operations of the Hotel of Borrower.
- may be prepaid in whole or in part at any time without penalty.
- Borrower may borrow, repay and reborrow up to this Credit Facility amount above. Principal advances and repayments to be in the minimum sum of \$0.01 or multiples of it.
- is payable in full on demand by Lender.

Credit Facility #2 – Non-Revolving, Reducing Credit Facility ("Term Loan") \$4,536,709.94

- was available by way of
 - Prime-based loans
 - Interest will be calculated from the date or dates funds are advanced on the daily outstanding principal at Prime plus 2.87% per annum.
 - may be prepaid in whole or in part at any time without penalty.
- was funded on December 05, 2014
- was used to finance the purchase of a Ramada in Lloydminster, Alberta
- is non-revolving. Amounts repaid may not be reborrowed.

- is payable in full on demand by Lender but in any event no later than August 31, 2016 ("**this Credit Facility's Maturity Date**").
- Interest is calculated on the daily outstanding principal balance and is payable on the last day of each month commencing May 31, 2016 up to and including October 31, 2016, then thereafter: The Borrower shall make blended payments of \$35,300.00 per month on the last day of each month to recommence November 30, 2016, to be applied at Lender's option firstly to accrued interest and secondly to principal, with the balance of all amounts owing under this Credit Facility being due and payable in full on demand by Lender but in any event no later than this Credit Facility's Maturity Date. Payment amounts are subject to adjustment on notice to Borrower to ensure amortization period of 180 months is maintained.
- For Term Loans and for each advance drawn under an Evergreen Line of Credit Facility, the Borrower may apply, in writing, at any time to the Lender to change the applicable interest rate from a fixed rate Credit Facility to a variable rate Credit Facility. If approval is granted, the Borrower shall pay: (a) all out-of-pocket expenses incurred by the Lender; (b) a fee of 3 months' interest on the principal balance outstanding as at the date of conversion or the Interest Rate Differential, whichever is greater; and (c) all accrued interest up to the conversion date.
- Borrower may apply at any time to Lender to change the applicable interest rate from a variable rate to a fixed rate. If approval is granted, the Borrower will pay:
 - a) An administration fee of:
 - (i) \$500 for a Term Loan with an outstanding balance of \$100,000 or less;
 - (ii) \$750 for a Term Loan with an outstanding balance greater than \$100,000 up to and including \$500,000;
 - (iii) \$1,000 for a Term Loan with an outstanding balance greater than \$500,000;
 - b) All out of pocket expenses incurred by Lender; and
 - c) All accrued interest to the conversion date.

Credit Facility #3 – Non-Revolving, Reducing Credit Facility ("Term Loan") \$640,326.30

- was available by way of
 - Prime-based loans
 - Interest will be calculated from the date or dates funds are advanced on the daily outstanding principal at Prime plus 2.87% per annum.
 - may be prepaid in whole or in part at any time without penalty.
- was funded on December 05, 2014
- was used to assist with the purchase of the Ramada in Lloydminster, Alberta
- is non-revolving. Amounts repaid may not be reborrowed.
- is payable in full on demand by Lender but in any event no later than August 31, 2016 ("**this Credit Facility's Maturity Date**").
- Interest is calculated on the daily outstanding principal balance and is payable on the last day of each month commencing May 31, 2016 up to and including October 31, 2016, then thereafter: The Borrower shall make blended payments of \$16,100.00 per month on the last day of each month to recommence

ATB Financial™

November 30, 2016, to be applied at Lender's option firstly to accrued interest and secondly to principal, with the balance of all amounts owing under this Credit Facility being due and payable in full on demand by Lender but in any event no later than this Credit Facility's Maturity Date. Payment amounts are subject to adjustment on notice to Borrower to ensure amortization period of 180 months is maintained.

- For Term Loans and for each advance drawn under an Evergreen Line of Credit Facility, the Borrower may apply, in writing, at any time to the Lender to change the applicable interest rate from a fixed rate Credit Facility to a variable rate Credit Facility. If approval is granted, the Borrower shall pay: (a) all out-of-pocket expenses incurred by the Lender; (b) a fee of 3 months' interest on the principal balance outstanding as at the date of conversion or the Interest Rate Differential, whichever is greater; and (c) all accrued interest up to the conversion date.
- Borrower may apply at any time to Lender to change the applicable interest rate from a variable rate to a fixed rate. If approval is granted, the Borrower will pay:
 - a) An administration fee of:
 - (i) \$500 for a Term Loan with an outstanding balance of \$100,000 or less;
 - (ii) \$750 for a Term Loan with an outstanding balance greater than \$100,000 up to and including \$500,000;
 - (iii) \$1,000 for a Term Loan with an outstanding balance greater than \$500,000;
 - b) All out of pocket expenses incurred by Lender; and
 - c) All accrued interest to the conversion date.

Credit Facility #4- Alberta BusinessCard MasterCard – \$25,000.00 (called the Business Credit Limit in the Agreement)

- interest will be calculated on the total interest bearing balance at a fixed rate of 18.99% per annum.
- minimum monthly payment of 3.00% of the new balance at payment due date is required.
- other terms and conditions are outlined in the ATB Financial MasterCard cardholder agreement in effect from time to time.

2. NEXT REVIEW DATE:

All Credit Facilities are demand facilities and are subject to review by Lender at any time in its sole discretion and at least annually. The next annual review date has been set for September 30, 2016 but may be set at an earlier or later date at the sole discretion of Lender.

3. FEES:

- Non-refundable renewal fee of \$15,831.00 is payable on acceptance of this offer.
- Renewal fee is payable annually in an amount determined by Lender
- Any amount in excess of established Credit Facilities may be subject to a fee where Lender in its sole discretion permits excess Borrowings, if any.

- For reports or statements not received within the stipulated periods (and without limiting Lender's rights by virtue of such default), Borrower will be subject to a fee of \$250.00 per month (per monthly or quarterly report or statement) and \$250.00 per month (per annual report or statement) for each late reporting occurrence.

Lender is hereby authorized to debit Borrower's account for any unpaid fees.

4. **SECURITY DOCUMENTS:**

All security documents (whether held or later delivered) (collectively referred to as the "Security Documents") shall secure all Credit Facilities and all other obligations of Borrower to Lender (whether present or future, direct or indirect, contingent or matured). The parties acknowledge that the following security documents are currently held:

- (a) General Security Agreement from Borrower providing a security interest over all present and after acquired personal property and a floating charge on all lands
- (b) Land Mortgage in the principal sum of \$5,800,000.00 from Borrower constituting a first fixed charge on the lands located at Plan 4847NY, Block 49, Lot 38
- (c) General Assignment of Leases and Rents in respect of the lands described above, to be registered by way of Caveat at Land Titles Office.
- (d) Continuing Joint and Several Guarantee from Sung Yeon Kim, Ok Soon Kim, Yo Sup Kim, Gab Bun Kim, Han Seung Yoo, Jai Hyun Yoo, Hye Young Yeo, Jin Ok Yeo, Se Jin Kim & Young Ok Kim - limited to \$1,500,000.00.

The Security Documents are to be registered in the following jurisdictions: Alberta.

5. **REPRESENTATIONS AND WARRANTIES:**

Borrower represents and warrants to Lender that:

- (a) each Loan Party (other than any that are individuals) is duly incorporated or duly created, validly existing and duly registered or qualified to carry on business in the Province of Alberta and in each other jurisdiction where it carries on any material business;
- (b) the execution, delivery and performance by Borrower and each Guarantor (if any) of this agreement and each Security Document to which it is a party have been duly authorized by all necessary actions and do not violate its governing documents or any applicable laws or agreements to which it is subject or by which it is bound;
- (c) the most recent financial statements of Borrower and, if applicable, any Guarantor, provided to Lender fairly present its financial position as of the date thereof and its results of operations and cash flows for the fiscal period covered thereby and, since the date of such financial statements, there has occurred no material adverse change in its business or financial condition;
- (d) each Loan Party has good and marketable title to all of its properties and assets, free and clear of any encumbrances other than Permitted Encumbrances;
- (e) Borrower has no subsidiaries

All representations and warranties are deemed to be repeated by Borrower on each request for an advance hereunder.

6. REPORTING COVENANTS:

Borrower covenants with Lender that it will provide the following to Lender:

- (a) Within 120 days after the end of each of its fiscal years unconsolidated financial statements of Borrower on a review engagement basis and prepared by a firm of qualified accountants. If audited financial statements are not currently required, Lender reserves the right to require audited financial statements
- (b) within 20 days following the end of each calendar month, internally produced financial statements of Borrower
- (c) within 20 days following the end of each calendar month, accounts payable and accounts receivables listings and statements of inventory value as at the end of such month and giving separate listings and statements for each business location of Borrower certified by a senior officer of Borrower
- (d) Annually, Personal Guarantors to provide Lender fully completed and executed personal financial statements utilizing Lender's form personal financial statement, net of all company, related and privately held corporations etc.
- (e) Annually, The Borrower to provide evidence to the Lender that all sums owing to tax and other governmental authorities (including without limitation, any sums in respect to employees and GST) are up-to-date and that no arrears are outstanding
- (f) Annually, confirmation that property taxes are up to date on annual basis
- (g) Annually, confirmation that fire insurance is current on an annual basis
- (h) within 20 days following the end of each calendar month, monthly summary of Occupancy & ADR information
- (i) Annually, most recent quality assurance report conducted by Ramada or designate
- (j) Within 120 days after the end of each of its fiscal years, annual budget including: Balance Sheet, Income Statement, Monthly Cash Flow and Capital Expenditures Schedule. This document should align with the Borrower's fiscal year not the calendar year. Covenant calculations including quarterly breakdowns there of.
- (k) within 20 days following the end of each calendar month, Separate repair and maintenance expense listing(s) to be provided for each department class
- (l) on request, any further information regarding the assets, operations and financial condition of Borrower and any Guarantor that Lender may from time to time reasonably require

7. POSITIVE COVENANTS:

Borrower covenants with Lender that:

- (a) it will pay to Lender when due all amounts (whether principal, interest or other sums) owing by it to Lender from time to time;
- (b) it will pay to Lender on demand, all legal (on a solicitor and his own client, full indemnity basis) and other costs incurred by Lender in respect of all Credit Facilities including the preparation, registration and any realization on the Security Documents and other related matters;

- (c) it will deliver to Lender the Security Documents, in all cases in form and substance acceptable to Lender and Lender's solicitor;
- (d) it will ensure that each Loan Party maintains appropriate types and amounts of insurance with Lender shown as first loss payee on any property insurance covering any assets on which Lender has security, with such other terms as Lender may require;
- (e) it will promptly advise Lender, in writing, of any significant loss or damage to the property of any Loan Party;
- (f) it will ensure that each Loan Party maintains its corporate or partnership status (if applicable) in good standing and maintains, repairs and keeps in good working order and condition all of its property and assets;
- (g) it will permit Lender at any reasonable time or times and on reasonable prior notice to enter the premises of each Loan Party and to inspect its property and operation and to examine and copy all of its relevant books of accounts and records;
- (h) it will ensure that each Loan Party remits when due all sums owing to tax and other governmental authorities including, without limitation, any sums in respect of employees and GST, and provides proof to Lender upon request;
- (i) it will ensure that each Loan Party complies with all applicable laws, permits and regulations including, without limitation, those relating to the environment, and obtains and maintains all necessary licenses, permits, authorizations and approvals which are required to be obtained and maintained by it in the operation of its business;
- (j) Guarantors will cover any operating shortfalls that may occur

8. **NEGATIVE COVENANTS:**

Borrower covenants with Lender that, except with the prior written consent of Lender, Borrower will not and will not permit any Loan Party to:

- (a) create or permit to exist any mortgage, charge, lien, encumbrance or other security interest on any of its present or future assets, other than Permitted Encumbrances;
- (b) sell, lease or otherwise dispose of any assets except (i) inventory sold, leased or disposed of in the ordinary course of business, (ii) obsolete equipment which is being replaced with equipment of equivalent value, and (iii) assets sold, leased or disposed of during a fiscal year having an aggregate fair market value not exceeding Cdn. \$50,000.00, for such fiscal year;
- (c) provide financial assistance (by means of a loan, guarantee or otherwise) to any person other than Lender;
- (d) pay to or for the benefit of shareholders or persons associated with shareholders (within the meaning of the *Alberta Business Corporations Act*) by way of salaries, bonuses, dividends, management fees, repayment of loans or otherwise, any amount which would cause the breach of a provision hereof;
- (e) amalgamate, consolidate or merge with any person other than a Loan Party or enter into any partnership with any other person unless the partnership becomes a Loan Party hereunder and provides security in favour of Lender;
- (f) consent to or facilitate a change in the ownership of its shares or allow a material change in its management without the prior written consent of Lender;

- (g) acquire any assets in or move any assets to a jurisdiction where Lender has not registered the Security Documents;
- (h) operate accounts with or otherwise conduct any banking business with any financial institution other than Lender;
- (i) enter into any commodity, currency or interest rate hedging arrangement which is not used for risk management in relation to its business but is entered into for speculative purposes;
- (j) That no dividends/payroll are to be expensed throughout the fiscal year beyond the already expensed amount as communicated.
- (k) **Non-Waiver**

It is acknowledged by the Borrower and Guarantor that 732482 Alberta Ltd. is currently in breach of the following Covenant as measured against the April 30, 2015 Financial Statements:

Debt Service Coverage Ratio:	Required	Actual
	1.40:1	(1.90:1)

Notwithstanding the foregoing, any excusing, overlooking or waiver by ATB of any default, breach or non-observance of any of the terms of this Commitment Letter, or in respect to any ATB documents, shall not constitute a waiver by ATB of its rights under this Commitment Letter, or pursuant to any or more of the Security Documents, in respect of any continuing or subsequent default, breach or non-performance, so as to defeat in any way the rights of ATB for the recovery of any indebtedness.

9. **CONDITIONS PRECEDENT:**

It is a condition precedent to each advance hereunder that, at the time of such advance, all representations and warranties hereunder must be true and there must be no default hereunder or under any Security Document. In addition, no Credit Facility will be available until the following conditions precedent have been satisfied, unless waived by Lender:

- (a) Lender is satisfied that no prior liens, mortgages, charges, encumbrances, writs or other security interests are registered against any Loan Party's assets other than as permitted by Lender;
- (b) Lender has received all Security Documents and all registrations and filings have been completed in Alberta, in all cases in form and substance satisfactory to Lender;
- (c) Borrower and Guarantor (if any) have provided all authorizations and all financial statements, appraisals, environmental reports and other information that Lender may require, including, but not limited to:
 - Sunlife Assurance Company of Canada Group Creditor's Life Insurance – application or waiver
 - Credit Information and Alberta Land Titles Office Name Search Consent Form;
 - Universal Lender's Report and Solicitor's Opinion Letter
 - Evidence of renewed first insurance with 1st loss payable to ATB for full insurable value. Pre-renewal
- (d) Lender has received payment of all fees due in respect hereof

- (e) Lender is satisfied as to the value of Borrower's and any Guarantor's assets and financial condition and each Loan Party's ability to carry on business and repay any amount owed to Lender from time to time;

10. **AUTHORIZATIONS AND SUPPORTING DOCUMENTS:**

Borrower has delivered or will deliver the following authorizations and supporting documents to Lender:

- (a) Corporate Borrower and Corporate Guarantors, if applicable:
- Incorporation documents including Certificate of Incorporation, Articles of Incorporation (including any amendments) and last Notice of Directors
 - Business Corporation Agreement
 - Certified Directors' Resolution
- (b) ATB Financial MasterCard Cardholder Agreement
- (c) Real Property Report with Compliance Certificate OR Title Insurance on file
- (d) Appraisal
- (e) Copy of Franchise Agreement with Ramada

11. **DRAWDOWNS, PAYMENTS AND EVIDENCE OF INDEBTEDNESS:**

- (a) Borrower may cancel the availability of any unused portion of a Credit Facility on 5 Business Days' notice. Any such cancellation is irrevocable.
- (b) All interest rates specified are nominal annual rates. The effective annual rate in any case will vary with payment frequency. The annual rates of interest or fees to which the rates calculated in accordance with this agreement are equivalent are the rates so calculated multiplied by the actual number of days in the calendar year in which such calculation is made and divided by 365.
- (c) If any amount due hereunder is not paid when due, Borrower shall pay interest on such unpaid amount including, without limitation, interest on interest if and to the fullest extent permitted by applicable law at a rate per annum equal to the rate payable hereunder on such amount as if it were not in arrears.
- (d) The branch of Lender (the "**Branch of Account**") where Borrower maintains an account and through which the Borrowings will be made available is located at Edmonton Oliver Village 11366 104th Avenue Edmonton, AB. T5K 2W9. Funds under the Credit Facilities will be advanced into and repaid from account no. 725 00113461224 at the Branch of Account or such other branch or account as Borrower and Lender may agree upon from time to time.
- (e) Lender shall open and maintain at the Branch of Account accounts and records evidencing the Borrowings made available to Borrower by Lender under this agreement. Lender shall record the principal amount of each Borrowing and the payment of principal, interest and fees and all other amounts becoming due to Lender under this agreement. Lender's accounts and records constitute, in the absence of manifest error, conclusive evidence of the indebtedness of Borrower to Lender pursuant to this agreement.
- (f) Borrower authorizes and directs Lender to automatically debit, by mechanical, electronic or manual means, any bank account of Borrower maintained with Lender for all amounts payable by Borrower to Lender pursuant to this agreement. Any amount due on a day other than a Business Day shall be deemed to be due on the Business Day next following such day and interest shall accrue accordingly.

12. EVENTS OF DEFAULT:

All Credit Facilities are payable in full on demand by Lender. Without restricting the Lender's right to demand payment at any time, Lender may, by notice to Borrower, terminate any or all of the Credit Facilities and demand immediate payment and, failing such immediate payment, Lender may realize under the Security Documents as Lender thinks fit in any of the following events:

- (a) if Borrower defaults in paying when due all or any part of its indebtedness or other liability to Lender;
- (b) if Borrower or a Guarantor (if any) defaults in the observance or performance of any of its covenants or obligations hereunder or in any of the Security Documents (other than as provided under section (a) above), or in any other document under which Borrower or a Guarantor (if any) is obligated to Lender and, in any such case, the default continues after notice from Lender;
- (c) if any event or circumstance occurs which has or would reasonably be expected to have a Material Adverse Effect (as determined by Lender in its sole discretion);
- (d) if an order is made, an effective resolution passed or a petition is filed for the winding up of the affairs of Borrower or a Guarantor (if any) or if a receiver or liquidator of Borrower or a Guarantor (if any) or any part of its assets is appointed; or
- (e) if Borrower or a Guarantor (if any) becomes insolvent or makes a general assignment for the benefit of its creditors or an assignment in bankruptcy or files a proposal or notice of intention to file a proposal under the *Bankruptcy and Insolvency Act* or otherwise acknowledges its insolvency or if a bankruptcy petition is filed or receiving order is made against Borrower or a Guarantor (if any) and is not being disputed in good faith.
- (f) Notwithstanding anything else contained herein, in the case of default by Borrower, Lender may apply payments received during a period of default in whatever order it may elect, as between the Credit Facilities, to any interest owed thereunder, any fees or charges or any other obligations of the Borrower.
- (g) Loss of Franchise with Ramada is an event of default

13. MISCELLANEOUS:

- (a) If applicable, the Borrower agrees to waive the two (2) day time period for delivery of the *Fair Trading Act* disclosure statement. If applicable, the Borrower may notify the Lender, in writing, of the Borrower's intention to withdraw from this commitment letter within two (2) days from signing it and if the Borrower withdraws, it has the right to be relieved from any obligations under this commitment letter and receive a refund of any payments made hereunder except any of the following fees which may have been incurred by the Lender and charged to the Borrower: (i) search or registration costs paid to a registry or agent, (ii) fees for any inspection, appraisal, survey or environmental audit report obtained by the Borrower and used by the Lender, (iii) mortgage insurance premium on a high ratio mortgage and (iv) casualty insurance premium.
- (b) Within the term of each Credit Facility hereunder, the Lender may issue a renewal offer presenting various options for the renewal of such Credit Facility. Provided the Credit Facility is not then in default and the balance of the principal, interest and other sums due and payable hereunder is not paid in full, then the Credit Facility may be renewed based upon the terms and conditions in such renewal offer as selected by the Lender (in its sole discretion) and the terms and conditions of this commitment letter (as amended by such renewal offer) will otherwise continue in full force and effect.
- (c) The Lender may send the Borrower monthly statements (if applicable), notices or demands for payment to the latest address the Lender has for the Borrower in the Lender's records. Any statement, notice or demand shall be deemed to be received by the Borrower on the date received (if delivered personally)

or the fifth day after the Lender has mailed it to the Borrower (if mailed). If there are multiple Borrowers hereunder, then communication to any one of them is deemed to be communication to all.

- (d) Lender, without restriction, may waive, in writing, the satisfaction, observance or performance of any of the provisions of this Commitment Letter. The obligations of a Guarantor (if any) will not be diminished, discharged or otherwise affected by or as a result of any such waiver except to the extent that such waiver relates to an obligation of such Guarantor. Any waiver by Lender of the strict performance of any provision hereof will not be deemed to be a waiver of any subsequent default and any partial exercise of any right or remedy by Lender shall not be deemed to affect any other right or remedy to which Lender may be entitled.
- (e) Where more than one person, firm or corporation signs this agreement as Borrower, each party is jointly and severally liable for any such obligation hereunder and the Lender may require payment of all such amounts from any one of them or a portion from each.
- (f) If any portion of this agreement is held invalid or unenforceable, the remainder of this agreement will not be affected and will be valid and enforceable to the fullest extent permitted by law. In the event of a conflict between the provisions hereof and of any Security Document or loan agreement, the provisions hereof shall prevail to the extent of the conflict.
- (g) All interest payable hereunder bears interest as well after as before maturity, default and judgment with interest on overdue interest at the applicable rate payable hereunder. To the extent permitted by law, Borrower waives the provisions of the *Judgment Interest Act* (Alberta).
- (h) Borrower shall indemnify Lender against all losses, liabilities, claims, damages or expenses (including, without limitation, legal expenses on a solicitor and his own client, full indemnity basis) incurred in connection with the Credit Facilities. This indemnity will survive the repayment or cancellation of any of the Credit Facilities or any termination of this agreement.
- (i) For certainty, the permission to create a Permitted Encumbrance shall not be construed as a subordination or postponement, express or implied, of Lender's Security Documents to such Permitted Encumbrance.
- (j) Time shall be of the essence in all provisions of this agreement.
- (k) This agreement may be executed in counterpart.
- (l) This agreement shall be governed by the laws of Alberta.
- (m) Jay Krushell of Witten LLP is designated as Lender's solicitor.

DEFINITIONS:

"**A Locations**" means Calgary, Edmonton.

"**B Locations**" means urban areas.

"**Borrowings**" means all amounts outstanding under the Credit Facilities or, if the context so requires, all amounts outstanding under one or more of the Credit Facilities or under one or more borrowing options of one or more of the Credit Facilities.

"**Business Day**" means a day excluding Saturday and Sunday on which Lender is open for business in Alberta.

"Cash Flow" effective the first year of operations means, the net income of Borrower determined on a consolidated basis in accordance with GAAP; provided that (but without duplication) there shall be (i) added thereto income taxes, deferred taxes, amortization and other non-cash charges.

"Cash Flow" effective the second and third full year of operations means, the net income of Borrower determined on a consolidated basis in accordance with GAAP; provided that (but without duplication) there shall be (ii) added thereto income taxes, deferred taxes, amortization and other non-cash charges, (iii) minus a replacement reserve provision equal to 3.00% of the total revenues

"Cash Flow" effective the fourth and subsequent years of operations means, the net income of Borrower determined on a consolidated basis in accordance with GAAP; provided that (but without duplication) there shall be (iv) added thereto income taxes, deferred taxes, amortization and other non-cash charges, (v) minus a replacement reserve provision equal to 4.00% of the total revenue

"Current Assets" means, for a day, the amount of current assets of Borrower as determined in accordance with GAAP on a consolidated basis.

"Current Liabilities" means for a day, the amount of current liabilities of the Borrower as determined in accordance with GAAP on a consolidated basis including only the Current Portion of the Long Term Debt of any Funded Debt.

"Current Portion of Long Term Debt" or **"Debt"** is determined based on the annual scheduled principal payments of Funded Debt required to be made in a 12 month period notwithstanding the fact that the entire portion of a demand facility may be or may not be shown as current in accordance with GAAP.

"Debt Service Coverage" means, for any period, the ratio of (i) Cash Flow Available to Service Debt, to (ii) Interest Expense and scheduled principal payments in respect of Funded Debt.

"EBITDA" means, for any period, net income (excluding extraordinary items) from continuing operations plus, to the extent deducted in determining net income, Interest Expense and income taxes accrued during the period and depreciation, depletion and amortization deducted for the period.

"Equity" means, at any time and as determined in accordance with GAAP on a consolidated basis, an amount equal to the amount of shareholders' equity of Borrower, including share capital, retained earnings and postponed advances (if postponed on terms and in a manner acceptable to Lender) but excluding advances to affiliates/shareholders, goodwill and intangible assets.

"Funded Debt" means, in respect of Borrower, all outstanding, non-postponed, interest-bearing debt (but only excluding such postponed debt if it is postponed on terms and in a manner acceptable to Lender) including capital leases (as defined according to GAAP), debt subject to scheduled repayment terms, credit card debt and letters of credit/guarantees.

"Generally Accepted Accounting Principles" or **"GAAP"** means generally accepted accounting principles as may be described in the Canadian Institute of Chartered Accountants Handbook.

"Good Accounts Receivable" means unencumbered accounts receivable of Borrower from Canadian *[and U.S. if permitted by AFC]* debtors excluding (i) bad or doubtful accounts; (ii) all amounts due from any affiliate, (iii) the entire amount of accounts, any portion of which is outstanding more than 90 days after billing date, provided that the under 90 day portion may be included where the over 90 day portion is less than 10% of the entire account, and provided that the entire account may be included where Lender has nevertheless designated the account as good, (iv) the amount of all holdbacks or contra accounts, and (v) any accounts which Lender has previously advised to be ineligible.

"Guarantor" means any persons which have provided or hereafter provide a guarantee in favour of Lender with respect to the Borrowings hereunder.

"Interest Expense" means, for any period, the cost of advances of credit during that period including actual interest charges, potential interest payable on any non-utilized portion of any revolving facility (including credit cards), the interest component of capital leases, capitalized interest, fees payable on bankers' acceptances and guaranteed notes and fees payable in respect of letters of credit and letters of guarantee.

"Interest Rate Differential" or **"IRD"** means the Lender's lost potential interest earnings on the Credit Facility calculated by taking the lost earnings rate and multiplying it by the amount that the Borrower prepays. The **lost earnings rate** is the difference between: (a) the interest rate that the Borrower is being charged at the time of prepayment (the **"Borrower's Rate"**) and (b) the sum of: (i) the Lender's interest rate loan funding cost at the time of prepayment as determined by the Lender; and (ii) the **margin rate**, where the margin rate is equal to the difference between (A) the Borrower's Rate, and (B) the Lender's interest rate loan funding cost at the later of the granting of the Credit Facility and the latest renewal of the Credit Facility.

"Inventory" means unencumbered inventory of Borrower (including raw materials and finished goods but excluding work in progress) which is not subject to any security interest, encumbrance, right or claim which ranks or is capable of ranking in priority to Lender's security.

"Loan Parties" means, collectively, Borrower and all Guarantors, other than any Guarantors that are individuals.

"Long Term Debt" means, for a day and as determined in accordance with GAAP on a consolidated basis, all indebtedness, obligations and liabilities of Borrower which would be classified as long term debt upon a balance sheet of Borrower.

"Material Adverse Effect" refers to (i) a material adverse effect on the financial condition of Borrower or of any Guarantor, or (ii) a material adverse effect on the ability of Borrower or any Guarantor to repay amounts owing hereunder or under its guarantee in respect hereof.

"Permitted Encumbrances" means the following: (i) liens for taxes, assessments or governmental charges or by operation of law not yet due or delinquent or the validity of which is being contested in good faith, and (ii) security interests consented to in writing by Lender.

"Pre-Sold Home" means a home owned by and registered in the name of Borrower that has been sold to an arms length third party under an accepted and unconditional offer to purchase with a non-refundable deposit of at least 10% (at least 5% if the purchaser is obtaining an insured mortgage).

"Prime" means the prime-lending rate per annum established by Lender from time to time for commercial loans in Canadian dollars. Where the interest rate for a Credit Facility is based on Prime, the applicable rate on any day will depend on the Prime in effect on that day. The statement by Lender as to Prime and as to the rate of interest applicable to a Credit Facility on any day will be binding and conclusive for all purposes.

"Replacement Reserve" means, the Borrower will during each of their fiscal years for it's second and third year of operations, expend an amount equal to 3.00% of their total room revenues annually on capital expenditures in respect of the hotel. This amount is to increase to 4.00% in the forth and subsequent full years of operations. In those fiscal years where the amount expended is less than this threshold, the difference, on the request of the Lender, will be placed in a Replacement Reserve Account that is on deposit and assigned to the Lender by no later than 180 following the fiscal year under review. Draws against this Replacement Reserve account will be permitted in those fiscal years where the capital expenditures exceed the threshold and only for the amount that the threshold is exceeded.

"Residential Mortgage Loan Rate" means the rate per annum established by Lender from time to time for residential mortgage loans in Canadian dollars.

"Sales" means the gross sales as reported in the Statement of Profit and Loss of Borrower's financial statement for the fiscal year.

"Sales to Equity" means, at any time, the ratio of Sales to Equity.

"Show Home" means a home owned by and registered in the name of Borrower whose primary purpose is to either house Borrower's sales office for a particular sub-division or to display the product line of Borrower. A Show Home is usually part of a show home parade and is usually not intended to be immediately sold.

"Spec Home" means a home owned by and registered in the name of Borrower that is intended to be immediately sold, but for which Borrower has not received and approved an accepted offer to purchase for the home. Removal of loans from this status must be supported by evidence of an unconditional offer to purchase with an arms length third party purchaser who has provided a non-refundable deposit of at least 10% (at least 5% if the purchaser is obtaining an insured mortgage).

"Standby Letter of Credit" means a standby letter of credit or a letter of guarantee issued by ATB or another financial institution at ATB's request

"Subsidiaries" means (i) a person of which another person alone or in conjunction with its other subsidiaries owns an aggregate number of voting shares sufficient to elect a majority of the directors regardless of the manner in which other voting shares are voted; and (ii) a partnership of which at least a majority of the outstanding income interests or capital interests are directly or indirectly owned or controlled by such person and includes a person in like relation to a Subsidiary.

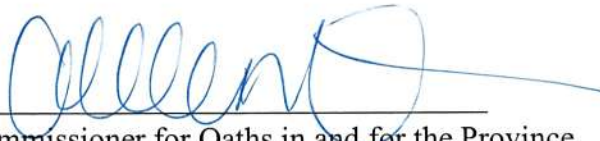
"Total Debt" means, in respect of Borrower, as of the end of any fiscal quarter and as determined in accordance with GAAP on a consolidated basis and without duplication, an amount equal to (i) the amount of Current Liabilities, plus, if not already included therein, the Current Portion of Long Term Debt, plus (ii) the aggregate of (a) the amount of Long Term Debt including the Borrowings, and (b) to the extent not included in Long Term Debt, obligations with respect to prepaid obligations and deferred revenues relating to third party obligations and the amount of all obligations outstanding under a capital lease or any sale-leaseback to the extent it constitutes a capital lease and shall exclude in any event postponed advances (if postponed on terms and in a manner acceptable to Lender).

"Total Debt to Equity Ratio" means, at any time, the ratio of (i) Total Debt to (ii) Equity.

"Working Capital Ratio" also known as the **"Current Ratio"** means, at any time, the ratio of (i) Current Assets to (ii) Current Liabilities.

THIS IS **EXHIBIT "C"** REFERRED TO IN THE
AFFIDAVIT OF BRIAN SPILCHEN.

SWORN BEFORE ME THIS 19 DAY OF
JULY, 2021.



A Commissioner for Oaths in and for the Province
of Alberta

COLLEEN ELIZABETH JILL KONKIN
Student-at-Law

COLLEEN ELIZABETH JILL KONKIN
A Commissioner for Oaths/Notary Public
In and for the Province of Alberta



**CONTINUING GUARANTEE
(Including Postponement and Assignment of Claims)**

TO: ALBERTA TREASURY BRANCHES
IN CARE OF: 11366 104 Avenue, Edmonton, Alberta, T5K 2W9

IN CONSIDERATION of Alberta Treasury Branches (hereafter sometimes called "ATB or "you") extending credit to or otherwise dealing or continuing to deal with

732482 ALBERTA LTD.

(hereafter called "the Customer"),

the undersigned (jointly and severally if more than one) hereby guarantees unconditionally and promises to pay to ATB or order all existing and future debts and liabilities of the Customer to ATB whether such debts and liabilities are direct or indirect or by way of guarantee or otherwise, whether incurred alone or with another or others, whether heretofore or hereafter incurred, whether voluntarily or involuntarily incurred, whether due or not due, and whether absolute, inchoate, contingent, liquidated or unliquidated, and including, without limitation, interest accrued or to accrue on all such debts and liabilities at the same rate or rates payable by the Customer, both before and after default, maturity, and judgment, whether such judgment be obtained against the Customer and the undersigned or any of them, PROVIDED THAT the undersigned's liability under this guarantee shall not exceed \$1,500,000.00, plus interest after demand for payment hereunder, both before and after judgment, at a floating rate per annum of 3% above the prime lending rate from time to time established by ATB, plus any sums payable pursuant to paragraphs 12, 13, 16 and 22 of this guarantee.

The undersigned (jointly and severally if more than one) further covenants and agrees with ATB as follows:

1. Without further authorization from or notice to the undersigned you may grant credit to or continue to deal with the Customer from time to time, either before or after revocation hereof, in such manner, upon such terms and for such time as you may deem best, and with or without notice to the undersigned you may alter, compromise, accelerate, extend or change the time or manner for the payment by the Customer or by any person or persons liable to you for any of the debts and liabilities hereby guaranteed, increase or reduce the interest rate thereon, release or add one or more guarantors or endorsers, accept additional or substituted security or release or subordinate any security. No exercise or non-exercise by you of any right hereby given you, no dealing by you with the Customer or any guarantor or endorser, no charge, impairment or suspension of any right or remedy you may have against any person or persons shall in any way affect any of the undersigned's obligations hereunder or any security furnished by the undersigned or give the undersigned any recourse against you. No loss of or in respect of any securities received by you from the Customer or any other person, whether occasioned by your fault or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.
2. This shall be a continuing guarantee and shall cover and secure any ultimate balance owing to you by the Customer, but you shall not be obliged to take any action to exhaust your recourse against the Customer, any other guarantor hereunder or under any other guarantee agreement, or against any other person, firm or corporation, or under any securities you may hold at any time, nor to value such securities, before requiring or being entitled to payment from the undersigned of all debts and liabilities hereby guaranteed; PROVIDED always that the undersigned (or any of them, if more than one hereunder) may determine his further liability under this continuing guarantee by thirty (30) days' notice in writing to you, and the liability hereunder of such undersigned shall continue until the expiration of thirty (30) days after the giving of such notice, and after the expiration of such notice such undersigned shall remain liable under this guarantee in respect of any sum or sums of money owing to you as aforesaid on the date such notice expired, together with interest thereafter at the rate or rates payable by the Customer on such sum or sums; if there is more than one undersigned hereunder, a notice by one undersigned under this clause shall not affect the liability of any other undersigned under this guarantee.

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3. If the undersigned is a corporation registered, incorporated, or continued under the *Business Corporations Act* (Alberta), the corporation will comply with all notice requirements at the times and in the manner as required under Section 45 (previously section 42) of the *Business Corporations Act* (Alberta).
4. When this guarantee is delivered to a lending officer of ATB it shall be deemed to be finally executed and delivered by the person or persons signing the same and shall not be subject to or affected by any promise or condition affecting or limiting the (or any of the) undersigned's liability except as set forth herein, and no statement representation, agreement or promise on the part of any officer, employee or agent of ATB, unless contained herein, forms any part of this guarantee or has induced the making thereof or shall be deemed in any way to affect the liability of the undersigned or any of the undersigned hereunder.
5. No alteration or waiver of this guarantee or of any of its terms, provisions or conditions shall be binding on ATB unless made in writing over the signature of the President and CEO, Chief Operating Officer or Chief Credit Officer of ATB.
6. Until all indebtedness of the Customer to you has been paid in full, the undersigned shall not have any right of subrogation or to securities held by ATB, unless expressly given to the undersigned in writing by the President and CEO, Chief Operating Officer or Chief Credit Officer of ATB.
7. You shall be at liberty (without in any way prejudicing or affecting your rights hereunder) to appropriate any payment made or monies received hereunder to any portion of the debts and liabilities hereby guaranteed whether then due or to become due, and from time to time to revoke or alter any such appropriation, all as you shall from time to time in your uncontrolled discretion see fit.
8. No change in the name, objects, share capital, business, membership, directors' powers, organization or management of the Customer shall in any way affect the obligations of the undersigned either with respect to transactions occurring before or after any such change, it being understood that where the Customer is a partnership or corporation, this guarantee is to extend to the person or persons or corporation for the time being and from time to time carrying on the business now carried on by the Customer, notwithstanding any change or changes in the name or membership of the Customer's firm or in the name of a corporate Customer, and notwithstanding any reorganization of a corporate Customer, or its amalgamation with another or others or the sale or disposal of its business in whole or in part to another or others.
9. Where the Customer is a corporation or partnership or any entity, you shall not be concerned to see or inquire into the powers of the Customer or its directors, partners or agents acting or purporting to act on its behalf, and credit in fact obtained from you in the professed exercise of such powers shall be deemed to form part of the debts and liabilities hereby guaranteed even though the borrowing or obtaining of such credit was irregularly, fraudulently, defectively or informally affected, or in excess of the powers of the Customer or of the directors, partners or agents thereof.
10. The statement in writing from time to time by a lending officer or account manager of ATB where any of the Customer's accounts are kept, or of a Vice-President of ATB, as to the debts and liabilities of the Customer to you and covered by this guarantee shall be received as prima facie evidence as against the undersigned that such amount is at such time so due and payable to you and is covered hereby.
11. The undersigned shall have a continuing current liability to ATB under this guarantee to the extent of the debts and liabilities of the Customer to ATB from time to time, provided however that for the purpose of the Limitation of Actions Act of Alberta or any similar legislation, the undersigned shall not be in breach of this guarantee and no cause of action against the undersigned shall arise hereunder unless and until ATB has served written demand upon the undersigned to pay or otherwise observe or perform his obligations under this guarantee and the undersigned has failed to do so promptly following service of such demand.
12. Upon the bankruptcy or winding up or other distribution of assets of the Customer or of any surety or guarantor for any indebtedness of the Customer to you, your rights shall not be affected or impaired by your omission to prove your claim or to prove your full claim and you may prove such claim as you see fit and may refrain from proving any claim, and in your discretion you may value as you see fit or refrain from valuing any security or securities held by you without in any way releasing, reducing or otherwise affecting any undersigned's liability to you, and until all indebtedness of the Customer to you has been fully paid to you, you shall have the right to include in your claim the amount of all sums paid by the undersigned to you under this guarantee and to prove and rank for such sums paid by the undersigned and to receive the full amount of all dividends in respect thereto, all of the same being hereby assigned and transferred to you. The undersigned shall not be released from liability if recovery from the Customer, any other guarantor (including any other guarantor under this guarantee) or any other person becomes barred by any Statute of Limitations or is otherwise prevented.



13. The undersigned will file all claims against the Customer in any bankruptcy or other proceeding in which the filing of claims is required by law upon any indebtedness of the Customer to the undersigned and will assign to you all of the undersigned's rights thereunder. If the undersigned does not file any such claim, you, as attorney in fact of the undersigned, are hereby authorized to do so in the name of the undersigned or in your discretion to assign the claim to you or your nominee and cause proof of claim to be filed in your name or the name of your nominee. In all such cases, whether in administration, bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to you or your nominee the full amount payable on the claim in the proceeding before making any payment to the undersigned, and to the full extent necessary for that purpose the undersigned hereby assigns to you all the undersigned's rights to any payments or distributions to which the undersigned otherwise would be entitled. If the amount so paid is greater than the indebtedness of the Customer to you then outstanding, you are authorized to pay the amount of the excess to the person entitled thereto.
14. All your rights, powers and remedies hereunder and under any other agreement now or at any time hereafter in force between you and the undersigned shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to you by law. If you hold one or more other guarantees executed by the undersigned in respect of the Customer, the amount of the undersigned's liability under such other guarantee or guarantees shall be in addition to the undersigned's liability under this guarantee.
15. In case of default you may maintain an action upon this guarantee against the undersigned (or any one or more of the undersigned) whether or not the Customer is joined therein or separate action is brought against the Customer or judgment obtained against him. Your rights are cumulative and shall not be exhausted by the exercise of any of your rights hereunder or otherwise against the undersigned (or any one undersigned if more than one hereunder) or by any number of successive actions until and unless all debts and liabilities hereby guaranteed have been paid and each of the undersigned's obligations hereunder has been fully performed.
16. The undersigned shall pay to you on demand (in addition to all debts and liabilities of the Customer hereby guaranteed) all costs, charges and expenses (including, without limitation, lawyer's fees as between solicitor and his own client on a full indemnity basis) incurred by you for the preparation, execution, perfection and enforcement of this guarantee and of any securities collateral thereto, together with interest calculated from the date of payment by you of each of such costs, charges and expenses until payment by the undersigned hereunder at a floating rate per annum equal to 3% above the prime lending rate established by you from time to time.
17. Should any one or more provisions of this guarantee be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective.
18. Any notice or demand which you may wish to give may be served on the undersigned either personally on him, or his legal personal representative or in the case of corporation on any officer or director of the corporation, or by sending the same by registered mail in an envelope addressed to the last known place of address of the person to be served as it appears on your records, and the notice so sent shall be deemed to be served on the second business day following that on which it is mailed. Any notice which the undersigned may wish to give you shall be served personally on the Manager or acting Manager of the Alberta Treasury Branch at the address specified on the first page of this guarantee.
19. This guarantee shall be construed in accordance with the laws of the Province of Alberta and in any action thereon the undersigned shall be estopped from denying the same; any judgment recovered in the Courts of such Province against any undersigned or his executors, administrators, legal personal representatives, successors and/or assigns shall be binding on him and them. The undersigned accepts and submits to the jurisdiction of the courts of the Province of Alberta in respect of this guarantee.
20. Any word herein contained importing the singular number shall include the plural and vice versa, and any word importing gender shall include the masculine, feminine and neuter gender, and any word importing a person shall include a corporation and a partnership and any entity, in each case as the context requires or permits.
21. This guarantee and agreement on the part of the undersigned shall extend to and enure to your benefit and the benefit of your successors and assigns and shall be binding on the undersigned (jointly and severally if more than one hereunder) and on his (or on each of their) executors, administrators, legal personal representative, successors and assigns.
22. **POSTPONEMENT AND ASSIGNMENT OF CLAIMS:** All indebtedness, present and future, of the Customer to the undersigned (and each of the undersigned if more than one) together with each and every security therefore is hereby assigned

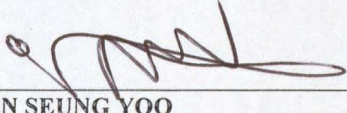
ATB Financial



to you and postponed to the present and future debts and liabilities of the Customer to you, and all monies received from the Customer or for its account by the undersigned shall be by him received in trust for you, and forthwith upon receipt paid over to you until the Customer's debts and other liabilities to you are fully paid and satisfied, all without prejudice to and without in any way limiting or lessening the liability of the undersigned (or any of them if more than one) to you under this guarantee.

IN WITNESS WHEREOF the undersigned has executed the guarantee under seal, this 25 day of November, 2014.

Witness



HAN SEUNG YOO

Witness

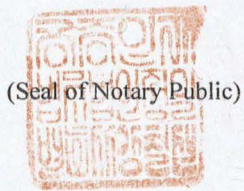
JAI HYUN YOO

GUARANTEES ACKNOWLEDGEMENT ACT
Certificate of Notary Public



I hereby certify that

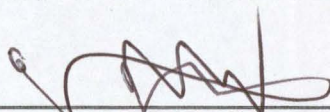
1. HAN SEUNG YOO of Coquitlam in the Province of British Columbia, the Guarantor in the guarantee dated the 25 day of November, 2014, made between HAN SEUNG YOO, JAI HYUN YOO and ALBERTA TREASURY BRANCHES, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that they had executed the guarantee;
 2. I satisfied myself by examination of the above person that they are aware of the contents of the guarantee and understand it.
- GIVEN at Seoul in the Province of KOREA, this 25 day of November, 2014 under my hand and seal of office.



Kang, C. S.
A Notary Public in and for the Province of

STATEMENT OF GUARANTOR

I am the person named in this Certificate



HAN SEUNG YOO
(Guarantor to sign in presence of Notary Public)

[별지 제42호서식] <개정 2010.2.5.> 공증인가 정 일
법무법인



등부 2014 년 제 2870 호 Registered No. 2014 - 2870

인 증 NOTARIAL CERTIFICATE

위 계속보증서 에 기재된 HAN SEUNG YOO

유 한 승 은(는) personally appeared before me and admitted his(her) subscription to the attached

본 공증인의 면전에서 위 사서증서에 자기가 기(서)명 날인한 것임을 자인 하였다. CONTINUING GUARANTEE

2014 년 11 월 25 일 This is hereby attested on this
이 사무소에서 위 인증한다. 25th day of November, 2014 at this office.

公證認可 法務法人 正 一

JUNG IL LAW AND NOTARY OFFICE

소 속 서울남부지방검찰청 belong to Seoul Southern District Prosecutors' Office
주 소 서울 양천구 신월로375 375 Sinwol-ro, Yangcheon-gu, Seoul, Korea
(신정동, 공평빌딩3층) (Sinjeong-dong, Gongpyeong Building 3F)
공증인 공증담당변호사 (강 철 선) NOTARY (Lawyer : KANG, CHUL SUN)

Handwritten signature and red notary seal of Kang C.S.

This office has been authorized by the Minister of Justice, the Republic of Korea, to act as Notary Public since March 19, 1996 under Law No. 82.

**CONTINUING GUARANTEE
(Including Postponement and Assignment of Claims)**

TO: ALBERTA TREASURY BRANCHES
IN CARE OF: 11366 104 Avenue, Edmonton, Alberta, T5K 2W9

IN CONSIDERATION of Alberta Treasury Branches (hereafter sometimes called "ATB or "you") extending credit to or otherwise dealing or continuing to deal with

732482 ALBERTA LTD.

(hereafter called "the Customer"),

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2. This shall be a continuing guarantee and shall cover and secure any ultimate balance owing to you by the Customer, but you shall not be obliged to take any action to exhaust your recourse against the Customer, any other guarantor hereunder or under any other guarantee agreement, or against any other person, firm or corporation, or under any securities you may hold at any time, nor to value such securities, before requiring or being entitled to payment from the undersigned of all debts and liabilities hereby guaranteed; PROVIDED always that the undersigned (or any of them, if more than one hereunder) may determine his further liability under this continuing guarantee by thirty (30) days' notice in writing to you, and the liability hereunder of such undersigned shall continue until the expiration of thirty (30) days after the giving of such notice, and after the expiration of such notice such undersigned shall remain liable under this guarantee in respect of any sum or sums of money owing to you as aforesaid on the date such notice expired, together with interest thereafter at the rate or rates payable by the Customer on such sum or sums; if there is more than one undersigned hereunder, a notice by one undersigned under this clause shall not affect the liability of any other undersigned under this guarantee.

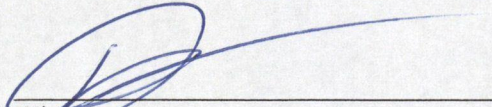
3. If the undersigned is a corporation registered, incorporated, or continued under the *Business Corporations Act* (Alberta), the corporation will comply with all notice requirements at the times and in the manner as required under Section 45 (previously section 42) of the *Business Corporations Act* (Alberta).
4. When this guarantee is delivered to a lending officer of ATB it shall be deemed to be finally executed and delivered by the person or persons signing the same and shall not be subject to or affected by any promise or condition affecting or limiting the (or any of the) undersigned's liability except as set forth herein, and no statement representation, agreement or promise on the part of any officer, employee or agent of ATB, unless contained herein, forms any part of this guarantee or has induced the making thereof or shall be deemed in any way to affect the liability of the undersigned or any of the undersigned hereunder.
5. No alteration or waiver of this guarantee or of any of its terms, provisions or conditions shall be binding on ATB unless made in writing over the signature of the President and CEO, Chief Operating Officer or Chief Credit Officer of ATB.
6. Until all indebtedness of the Customer to you has been paid in full, the undersigned shall not have any right of subrogation or to securities held by ATB, unless expressly given to the undersigned in writing by the President and CEO, Chief Operating Officer or Chief Credit Officer of ATB.
7. You shall be at liberty (without in any way prejudicing or affecting your rights hereunder) to appropriate any payment made or monies received hereunder to any portion of the debts and liabilities hereby guaranteed whether then due or to become due, and from time to time to revoke or alter any such appropriation, all as you shall from time to time in your uncontrolled discretion see fit.
8. No change in the name, objects, share capital, business, membership, directors' powers, organization or management of the Customer shall in any way affect the obligations of the undersigned either with respect to transactions occurring before or after any such change, it being understood that where the Customer is a partnership or corporation, this guarantee is to extend to the person or persons or corporation for the time being and from time to time carrying on the business now carried on by the Customer, notwithstanding any change or changes in the name or membership of the Customer's firm or in the name of a corporate Customer, and notwithstanding any reorganization of a corporate Customer, or its amalgamation with another or others or the sale or disposal of its business in whole or in part to another or others.
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11. The undersigned shall have a continuing current liability to ATB under this guarantee to the extent of the debts and liabilities of the Customer to ATB from time to time, provided however that for the purpose of the Limitation of Actions Act of Alberta or any similar legislation, the undersigned shall not be in breach of this guarantee and no cause of action against the undersigned shall arise hereunder unless and until ATB has served written demand upon the undersigned to pay or otherwise observe or perform his obligations under this guarantee and the undersigned has failed to do so promptly following service of such demand.
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13. The undersigned will file all claims against the Customer in any bankruptcy or other proceeding in which the filing of claims is required by law upon any indebtedness of the Customer to the undersigned and will assign to you all of the undersigned's rights thereunder. If the undersigned does not file any such claim, you, as attorney in fact of the undersigned, are hereby authorized to do so in the name of the undersigned or in your discretion to assign the claim to you or your nominee and cause proof of claim to be filed in your name or the name of your nominee. In all such cases, whether in administration, bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to you or your nominee the full amount payable on the claim in the proceeding before making any payment to the undersigned, and to the full extent necessary for that purpose the undersigned hereby assigns to you all the undersigned's rights to any payments or distributions to which the undersigned otherwise would be entitled. If the amount so paid is greater than the indebtedness of the Customer to you then outstanding, you are authorized to pay the amount of the excess to the person entitled thereto.
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17. Should any one or more provisions of this guarantee be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective.
18. Any notice or demand which you may wish to give may be served on the undersigned either personally on him, or his legal personal representative or in the case of corporation on any officer or director of the corporation, or by sending the same by registered mail in an envelope addressed to the last known place of address of the person to be served as it appears on your records, and the notice so sent shall be deemed to be served on the second business day following that on which it is mailed. Any notice which the undersigned may wish to give you shall be served personally on the Manager or acting Manager of the Alberta Treasury Branch at the address specified on the first page of this guarantee.
19. This guarantee shall be construed in accordance with the laws of the Province of Alberta and in any action thereon the undersigned shall be estopped from denying the same; any judgment recovered in the Courts of such Province against any undersigned or his executors, administrators, legal personal representatives, successors and/or assigns shall be binding on him and them. The undersigned accepts and submits to the jurisdiction of the courts of the Province of Alberta in respect of this guarantee.
20. Any word herein contained importing the singular number shall include the plural and vice versa, and any word importing gender shall include the masculine, feminine and neuter gender, and any word importing a person shall include a corporation and a partnership and any entity, in each case as the context requires or permits.
21. This guarantee and agreement on the part of the undersigned shall extend to and enure to your benefit and the benefit of your successors and assigns and shall be binding on the undersigned (jointly and severally if more than one hereunder) and on his (or on each of their) executors, administrators, legal personal representative, successors and assigns.
22. **POSTPONEMENT AND ASSIGNMENT OF CLAIMS:** All indebtedness, present and future, of the Customer to the undersigned (and each of the undersigned if more than one) together with each and every security therefore is hereby assigned

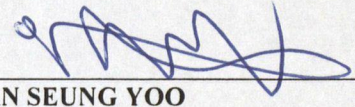
ATB Financial

to you and postponed to the present and future debts and liabilities of the Customer to you, and all monies received from the Customer or for its account by the undersigned shall be by him received in trust for you, and forthwith upon receipt paid over to you until the Customer's debts and other liabilities to you are fully paid and satisfied, all without prejudice to and without in any way limiting or lessening the liability of the undersigned (or any of them if more than one) to you under this guarantee.

IN WITNESS WHEREOF the undersigned has executed the guarantee under seal, this 14 day of April, ~~2014~~ 2015.



Witness



HAN SEUNG YOO

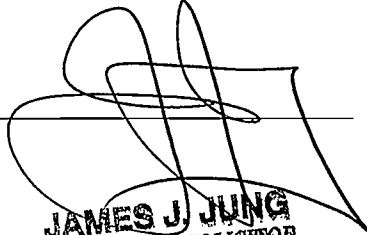
Witness

JAI HYUN YOO

to you and postponed to the present and future debts and liabilities of the Customer to you, and all monies received from the Customer or for its account by the undersigned shall be by him received in trust for you, and forthwith upon receipt paid over to you until the Customer's debts and other liabilities to you are fully paid and satisfied, all without prejudice to and without in any way limiting or lessening the liability of the undersigned (or any of them if more than one) to you under this guarantee.

IN WITNESS WHEREOF the undersigned has executed the guarantee under seal, this 24th day of Nov., 2014.

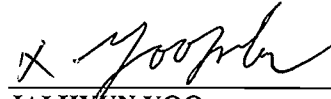
Witness



Witness

JAMES J. JUNG
BARRISTER & SOLICITOR
300 - 906 Roderick Avenue,
Coquitlam, BC V3K 1R1
Tel: (604) 777-7457

HAN SEUNG YOO



JAI HYUN YOO

GUARANTEES ACKNOWLEDGEMENT ACT

Certificate of Notary Public

I hereby certify that

1. HAN SEUNG YOO of Coquitlam in the Province of British Columbia, the Guarantor in the guarantee dated the 14 day of April, 2014, made between HAN SEUNG YOO, JAI HYUN YOO and ALBERTA TREASURY BRANCHES, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that they had executed the guarantee;

2. I satisfied myself by examination of the above person that they are aware of the contents of the guarantee and understand it.

GIVEN at Edmonton in the Province of Alberta, this 14 day of April, 2014 under my hand and seal of office.

(Seal of Notary Public)

[Signature of Notary Public]

A Notary Public in and for the Province of

STATEMENT OF GUARANTOR

I am the person named in this Certificate

DONALD J. MASSON
Barrister, Solicitor, Notary
#220, 8723 - 82nd Ave. NW
Edmonton, AB T6C 0Y9
(780) 466-1175

[Signature of HAN SEUNG YOO]

HAN SEUNG YOO

(Guarantor to sign in presence of Notary Public)

GUARANTEES ACKNOWLEDGEMENT ACT

Certificate of Notary Public

I hereby certify that

1. JAI HYUN YOO of Coquitlam in the Province of British Columbia, the Guarantor in the guarantee dated the 24th day of NOV, 2014, made between HAN SEUNG YOO, JAI HYUN YOO and ALBERTA TREASURY BRANCHES, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that they had executed the guarantee;

2. I satisfied myself by examination of the above person that they are aware of the contents of the guarantee and understand it.

GIVEN at Coquitlam in the Province of B.C., this 24th day of NOV, 2014 under my hand and seal of office.

(Seal of Notary Public)

A Notary Public in and for the Province of

[Handwritten signature of James J. Jung]

STATEMENT OF GUARANTOR

I am the person named in this Certificate

JAMES J. JUNG
BARRISTER & SOLICITOR
300 - 906 Roderick Avenue,
Coquitlam, BC V3K 1R1
Tel: (604) 777-7457

[Handwritten signature of Jai Hyun Yoo]

JAI HYUN YOO
(Guarantor to sign in presence of Notary Public)

**CONTINUING GUARANTEE
(Including Postponement and Assignment of Claims)**

TO: ALBERTA TREASURY BRANCHES
IN CARE OF: 11366 104 Avenue, Edmonton, Alberta, T5K 2W9

IN CONSIDERATION of Alberta Treasury Branches (hereafter sometimes called "ATB or "you") extending credit to or otherwise dealing or continuing to deal with

732482 ALBERTA LTD.

(hereafter called "the Customer"),

the undersigned (jointly and severally if more than one) hereby guarantees unconditionally and promises to pay to ATB or order all existing and future debts and liabilities of the Customer to ATB whether such debts and liabilities are direct or indirect or by way of guarantee or otherwise, whether incurred alone or with another or others, whether heretofore or hereafter incurred, whether voluntarily or involuntarily incurred, whether due or not due, and whether absolute, inchoate, contingent, liquidated or unliquidated, and including, without limitation, interest accrued or to accrue on all such debts and liabilities at the same rate or rates payable by the Customer, both before and after default, maturity, and judgment, whether such judgment be obtained against the Customer and the undersigned or any of them, PROVIDED THAT the undersigned's liability under this guarantee shall not exceed \$1,500,000.00, plus interest after demand for payment hereunder, both before and after judgment, at a floating rate per annum of 3% above the prime lending rate from time to time established by ATB, plus any sums payable pursuant to paragraphs 12, 13, 16 and 22 of this guarantee.

The undersigned (jointly and severally if more than one) further covenants and agrees with ATB as follows:

1. Without further authorization from or notice to the undersigned you may grant credit to or continue to deal with the Customer from time to time, either before or after revocation hereof, in such manner, upon such terms and for such time as you may deem best, and with or without notice to the undersigned you may alter, compromise, accelerate, extend or change the time or manner for the payment by the Customer or by any person or persons liable to you for any of the debts and liabilities hereby guaranteed, increase or reduce the interest rate thereon, release or add one or more guarantors or endorsers, accept additional or substituted security or release or subordinate any security. No exercise or non-exercise by you of any right hereby given you, no dealing by you with the Customer or any guarantor or endorser, no charge, impairment or suspension of any right or remedy you may have against any person or persons shall in any way affect any of the undersigned's obligations hereunder or any security furnished by the undersigned or give the undersigned any recourse against you. No loss of or in respect of any securities received by you from the Customer or any other person, whether occasioned by your fault or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.
2. This shall be a continuing guarantee and shall cover and secure any ultimate balance owing to you by the Customer, but you shall not be obliged to take any action to exhaust your recourse against the Customer, any other guarantor hereunder or under any other guarantee agreement, or against any other person, firm or corporation, or under any securities you may hold at any time, nor to value such securities, before requiring or being entitled to payment from the undersigned of all debts and liabilities hereby guaranteed; PROVIDED always that the undersigned (or any of them, if more than one hereunder) may determine his further liability under this continuing guarantee by thirty (30) days' notice in writing to you, and the liability hereunder of such undersigned shall continue until the expiration of thirty (30) days after the giving of such notice, and after the expiration of such notice such undersigned shall remain liable under this guarantee in respect of any sum or sums of money owing to you as aforesaid on the date such notice expired, together with interest thereafter at the rate or rates payable by the Customer on such sum or sums; if there is more than one undersigned hereunder, a notice by one undersigned under this clause shall not affect the liability of any other undersigned under this guarantee.

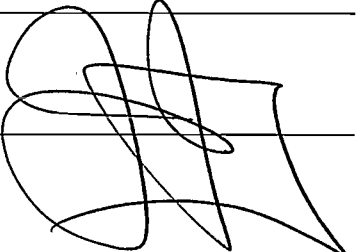
3. If the undersigned is a corporation registered, incorporated, or continued under the *Business Corporations Act* (Alberta), the corporation will comply with all notice requirements at the times and in the manner as required under Section 45 (previously section 42) of the *Business Corporations Act* (Alberta).
4. When this guarantee is delivered to a lending officer of ATB it shall be deemed to be finally executed and delivered by the person or persons signing the same and shall not be subject to or affected by any promise or condition affecting or limiting the (or any of the) undersigned's liability except as set forth herein, and no statement representation, agreement or promise on the part of any officer, employee or agent of ATB, unless contained herein, forms any part of this guarantee or has induced the making thereof or shall be deemed in any way to affect the liability of the undersigned or any of the undersigned hereunder.
5. No alteration or waiver of this guarantee or of any of its terms, provisions or conditions shall be binding on ATB unless made in writing over the signature of the President and CEO, Chief Operating Officer or Chief Credit Officer of ATB.
6. Until all indebtedness of the Customer to you has been paid in full, the undersigned shall not have any right of subrogation or to securities held by ATB, unless expressly given to the undersigned in writing by the President and CEO, Chief Operating Officer or Chief Credit Officer of ATB.
7. You shall be at liberty (without in any way prejudicing or affecting your rights hereunder) to appropriate any payment made or monies received hereunder to any portion of the debts and liabilities hereby guaranteed whether then due or to become due, and from time to time to revoke or alter any such appropriation, all as you shall from time to time in your uncontrolled discretion see fit.
8. No change in the name, objects, share capital, business, membership, directors' powers, organization or management of the Customer shall in any way affect the obligations of the undersigned either with respect to transactions occurring before or after any such change, it being understood that where the Customer is a partnership or corporation, this guarantee is to extend to the person or persons or corporation for the time being and from time to time carrying on the business now carried on by the Customer, notwithstanding any change or changes in the name or membership of the Customer's firm or in the name of a corporate Customer, and notwithstanding any reorganization of a corporate Customer, or its amalgamation with another or others or the sale or disposal of its business in whole or in part to another or others.
9. Where the Customer is a corporation or partnership or any entity, you shall not be concerned to see or inquire into the powers of the Customer or its directors, partners or agents acting or purporting to act on its behalf, and credit in fact obtained from you in the professed exercise of such powers shall be deemed to form part of the debts and liabilities hereby guaranteed even though the borrowing or obtaining of such credit was irregularly, fraudulently, defectively or informally affected, or in excess of the powers of the Customer or of the directors, partners or agents thereof.
10. The statement in writing from time to time by a lending officer or account manager of ATB where any of the Customer's accounts are kept, or of a Vice-President of ATB, as to the debts and liabilities of the Customer to you and covered by this guarantee shall be received as prima facie evidence as against the undersigned that such amount is at such time so due and payable to you and is covered hereby.
11. The undersigned shall have a continuing current liability to ATB under this guarantee to the extent of the debts and liabilities of the Customer to ATB from time to time, provided however that for the purpose of the Limitation of Actions Act of Alberta or any similar legislation, the undersigned shall not be in breach of this guarantee and no cause of action against the undersigned shall arise hereunder unless and until ATB has served written demand upon the undersigned to pay or otherwise observe or perform his obligations under this guarantee and the undersigned has failed to do so promptly following service of such demand.
12. Upon the bankruptcy or winding up or other distribution of assets of the Customer or of any surety or guarantor for any indebtedness of the Customer to you, your rights shall not be affected or impaired by your omission to prove your claim or to prove your full claim and you may prove such claim as you see fit and may refrain from proving any claim, and in your discretion you may value as you see fit or refrain from valuing any security or securities held by you without in any way releasing, reducing or otherwise affecting any undersigned's liability to you, and until all indebtedness of the Customer to you has been fully paid to you, you shall have the right to include in your claim the amount of all sums paid by the undersigned to you under this guarantee and to prove and rank for such sums paid by the undersigned and to receive the full amount of all dividends in respect thereto, all of the same being hereby assigned and transferred to you. The undersigned shall not be released from liability if recovery from the Customer, any other guarantor (including any other guarantor under this guarantee) or any other person becomes barred by any Statute of Limitations or is otherwise prevented.

13. The undersigned will file all claims against the Customer in any bankruptcy or other proceeding in which the filing of claims is required by law upon any indebtedness of the Customer to the undersigned and will assign to you all of the undersigned's rights thereunder. If the undersigned does not file any such claim, you, as attorney in fact of the undersigned, are hereby authorized to do so in the name of the undersigned or in your discretion to assign the claim to you or your nominee and cause proof of claim to be filed in your name or the name of your nominee. In all such cases, whether in administration, bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to you or your nominee the full amount payable on the claim in the proceeding before making any payment to the undersigned, and to the full extent necessary for that purpose the undersigned hereby assigns to you all the undersigned's rights to any payments or distributions to which the undersigned otherwise would be entitled. If the amount so paid is greater than the indebtedness of the Customer to you then outstanding, you are authorized to pay the amount of the excess to the person entitled thereto.
14. All your rights, powers and remedies hereunder and under any other agreement now or at any time hereafter in force between you and the undersigned shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to you by law. If you hold one or more other guarantees executed by the undersigned in respect of the Customer, the amount of the undersigned's liability under such other guarantee or guarantees shall be in addition to the undersigned's liability under this guarantee.
15. In case of default you may maintain an action upon this guarantee against the undersigned (or any one or more of the undersigned) whether or not the Customer is joined therein or separate action is brought against the Customer or judgment obtained against him. Your rights are cumulative and shall not be exhausted by the exercise of any of your rights hereunder or otherwise against the undersigned (or any one undersigned if more than one hereunder) or by any number of successive actions until and unless all debts and liabilities hereby guaranteed have been paid and each of the undersigned's obligations hereunder has been fully performed.
16. The undersigned shall pay to you on demand (in addition to all debts and liabilities of the Customer hereby guaranteed) all costs, charges and expenses (including, without limitation, lawyer's fees as between solicitor and his own client on a full indemnity basis) incurred by you for the preparation, execution, perfection and enforcement of this guarantee and of any securities collateral thereto, together with interest calculated from the date of payment by you of each of such costs, charges and expenses until payment by the undersigned hereunder at a floating rate per annum equal to 3% above the prime lending rate established by you from time to time.
17. Should any one or more provisions of this guarantee be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective.
18. Any notice or demand which you may wish to give may be served on the undersigned either personally on him, or his legal personal representative or in the case of corporation on any officer or director of the corporation, or by sending the same by registered mail in an envelope addressed to the last known place of address of the person to be served as it appears on your records, and the notice so sent shall be deemed to be served on the second business day following that on which it is mailed. Any notice which the undersigned may wish to give you shall be served personally on the Manager or acting Manager of the Alberta Treasury Branch at the address specified on the first page of this guarantee.
19. This guarantee shall be construed in accordance with the laws of the Province of Alberta and in any action thereon the undersigned shall be estopped from denying the same; any judgment recovered in the Courts of such Province against any undersigned or his executors, administrators, legal personal representatives, successors and/or assigns shall be binding on him and them. The undersigned accepts and submits to the jurisdiction of the courts of the Province of Alberta in respect of this guarantee.
20. Any word herein contained importing the singular number shall include the plural and vice versa, and any word importing gender shall include the masculine, feminine and neuter gender, and any word importing a person shall include a corporation and a partnership and any entity, in each case as the context requires or permits.
21. This guarantee and agreement on the part of the undersigned shall extend to and enure to your benefit and the benefit of your successors and assigns and shall be binding on the undersigned (jointly and severally if more than one hereunder) and on his (or on each of their) executors, administrators, legal personal representative, successors and assigns.
22. **POSTPONEMENT AND ASSIGNMENT OF CLAIMS:** All indebtedness, present and future, of the Customer to the undersigned (and each of the undersigned if more than one) together with each and every security therefore is hereby assigned

to you and postponed to the present and future debts and liabilities of the Customer to you, and all monies received from the Customer or for its account by the undersigned shall be by him received in trust for you, and forthwith upon receipt paid over to you until the Customer's debts and other liabilities to you are fully paid and satisfied, all without prejudice to and without in any way limiting or lessening the liability of the undersigned (or any of them if more than one) to you under this guarantee.

IN WITNESS WHEREOF the undersigned has executed the guarantee under seal, this 24th day of Nov., 2014.

Witness



Witness

JAMES J. JUNG
BARRISTER & SOLICITOR
300 - 906 Roderlok Avenue,
Coquitlam, BC V3K 1R1
Tel: (604) 777-7457

HAN SEUNG YOO



JAI HYUN YOO

GUARANTEES ACKNOWLEDGEMENT ACT

Certificate of Notary Public

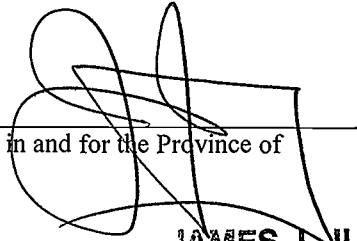
I hereby certify that

- 1. JAI HYUN YOO of Coquitlam in the Province of British Columbia, the Guarantor in the guarantee dated the 24th day of Nov., 2014, made between HAN SEUNG YOO, JAI HYUN YOO and ALBERTA TREASURY BRANCHES, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that they had executed the guarantee;
- 2. I satisfied myself by examination of the above person that they are aware of the contents of the guarantee and understand it.

GIVEN at Coquitlam in the Province of B.C., this 24th day of Nov., 2014 under my hand and seal of office.

(Seal of Notary Public)

A Notary Public in and for the Province of



STATEMENT OF GUARANTOR

I am the person named in this Certificate

JAMES J. JUNG
BARRISTER & SOLICITOR
300 - 906 Roderick Avenue,
Coquitlam, BC V3K 1R1
Tel: (604) 777-7457



JAI HYUN YOO
(Guarantor to sign in presence of Notary Public)



**CONTINUING GUARANTEE
(Including Postponement and Assignment of Claims)**

TO: ALBERTA TREASURY BRANCHES
IN CARE OF: 11366 104 Avenue, Edmonton, Alberta, T5K 2W9

IN CONSIDERATION of Alberta Treasury Branches (hereafter sometimes called "ATB or "you") extending credit to or otherwise dealing or continuing to deal with

732482 ALBERTA LTD.

(hereafter called "the Customer"),

the undersigned (jointly and severally if more than one) hereby guarantees unconditionally and promises to pay to ATB or order all existing and future debts and liabilities of the Customer to ATB whether such debts and liabilities are direct or indirect or by way of guarantee or otherwise, whether incurred alone or with another or others, whether heretofore or hereafter incurred, whether voluntarily or involuntarily incurred, whether due or not due, and whether absolute, inchoate, contingent, liquidated or unliquidated, and including, without limitation, interest accrued or to accrue on all such debts and liabilities at the same rate or rates payable by the Customer, both before and after default, maturity, and judgment, whether such judgment be obtained against the Customer and the undersigned or any of them, PROVIDED THAT the undersigned's liability under this guarantee shall not exceed \$1,500,000.00, plus interest after demand for payment hereunder, both before and after judgment, at a floating rate per annum of 3% above the prime lending rate from time to time established by ATB, plus any sums payable pursuant to paragraphs 12, 13, 16 and 22 of this guarantee.

The undersigned (jointly and severally if more than one) further covenants and agrees with ATB as follows:

1. Without further authorization from or notice to the undersigned you may grant credit to or continue to deal with the Customer from time to time, either before or after revocation hereof, in such manner, upon such terms and for such time as you may deem best, and with or without notice to the undersigned you may alter, compromise, accelerate, extend or change the time or manner for the payment by the Customer or by any person or persons liable to you for any of the debts and liabilities hereby guaranteed, increase or reduce the interest rate thereon, release or add one or more guarantors or endorsers, accept additional or substituted security or release or subordinate any security. No exercise or non-exercise by you of any right hereby given you, no dealing by you with the Customer or any guarantor or endorser, no charge, impairment or suspension of any right or remedy you may have against any person or persons shall in any way affect any of the undersigned's obligations hereunder or any security furnished by the undersigned or give the undersigned any recourse against you. No loss of or in respect of any securities received by you from the Customer or any other person, whether occasioned by your fault or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.
2. This shall be a continuing guarantee and shall cover and secure any ultimate balance owing to you by the Customer, but you shall not be obliged to take any action to exhaust your recourse against the Customer, any other guarantor hereunder or under any other guarantee agreement, or against any other person, firm or corporation, or under any securities you may hold at any time, nor to value such securities, before requiring or being entitled to payment from the undersigned of all debts and liabilities hereby guaranteed; PROVIDED always that the undersigned (or any of them, if more than one hereunder) may determine his further liability under this continuing guarantee by thirty (30) days' notice in writing to you, and the liability hereunder of such undersigned shall continue until the expiration of thirty (30) days after the giving of such notice, and after the expiration of such notice such undersigned shall remain liable under this guarantee in respect of any sum or sums of money owing to you as aforesaid on the date such notice expired, together with interest thereafter at the rate or rates payable by the Customer on such sum or sums; if there is more than one undersigned hereunder, a notice by one undersigned under this clause shall not affect the liability of any other undersigned under this guarantee.

ATB Financial®

3. If the undersigned is a corporation registered, incorporated, or continued under the *Business Corporations Act* (Alberta), the corporation will comply with all notice requirements at the times and in the manner as required under Section 45 (previously section 42) of the *Business Corporations Act* (Alberta).
4. When this guarantee is delivered to a lending officer of ATB it shall be deemed to be finally executed and delivered by the person or persons signing the same and shall not be subject to or affected by any promise or condition affecting or limiting the (or any of the) undersigned's liability except as set forth herein, and no statement representation, agreement or promise on the part of any officer, employee or agent of ATB, unless contained herein, forms any part of this guarantee or has induced the making thereof or shall be deemed in any way to affect the liability of the undersigned or any of the undersigned hereunder.
5. No alteration or waiver of this guarantee or of any of its terms, provisions or conditions shall be binding on ATB unless made in writing over the signature of the President and CEO, Chief Operating Officer or Chief Credit Officer of ATB.
6. Until all indebtedness of the Customer to you has been paid in full, the undersigned shall not have any right of subrogation or to securities held by ATB, unless expressly given to the undersigned in writing by the President and CEO, Chief Operating Officer or Chief Credit Officer of ATB.
7. You shall be at liberty (without in any way prejudicing or affecting your rights hereunder) to appropriate any payment made or monies received hereunder to any portion of the debts and liabilities hereby guaranteed whether then due or to become due, and from time to time to revoke or alter any such appropriation, all as you shall from time to time in your uncontrolled discretion see fit.
8. No change in the name, objects, share capital, business, membership, directors' powers, organization or management of the Customer shall in any way affect the obligations of the undersigned either with respect to transactions occurring before or after any such change, it being understood that where the Customer is a partnership or corporation, this guarantee is to extend to the person or persons or corporation for the time being and from time to time carrying on the business now carried on by the Customer, notwithstanding any change or changes in the name or membership of the Customer's firm or in the name of a corporate Customer, and notwithstanding any reorganization of a corporate Customer, or its amalgamation with another or others or the sale or disposal of its business in whole or in part to another or others.
9. Where the Customer is a corporation or partnership or any entity, you shall not be concerned to see or inquire into the powers of the Customer or its directors, partners or agents acting or purporting to act on its behalf, and credit in fact obtained from you in the professed exercise of such powers shall be deemed to form part of the debts and liabilities hereby guaranteed even though the borrowing or obtaining of such credit was irregularly, fraudulently, defectively or informally affected, or in excess of the powers of the Customer or of the directors, partners or agents thereof.
10. The statement in writing from time to time by a lending officer or account manager of ATB where any of the Customer's accounts are kept, or of a Vice-President of ATB, as to the debts and liabilities of the Customer to you and covered by this guarantee shall be received as prima facie evidence as against the undersigned that such amount is at such time so due and payable to you and is covered hereby.
11. The undersigned shall have a continuing current liability to ATB under this guarantee to the extent of the debts and liabilities of the Customer to ATB from time to time, provided however that for the purpose of the Limitation of Actions Act of Alberta or any similar legislation, the undersigned shall not be in breach of this guarantee and no cause of action against the undersigned shall arise hereunder unless and until ATB has served written demand upon the undersigned to pay or otherwise observe or perform his obligations under this guarantee and the undersigned has failed to do so promptly following service of such demand.
12. Upon the bankruptcy or winding up or other distribution of assets of the Customer or of any surety or guarantor for any indebtedness of the Customer to you, your rights shall not be affected or impaired by your omission to prove your claim or to prove your full claim and you may prove such claim as you see fit and may refrain from proving any claim, and in your discretion you may value as you see fit or refrain from valuing any security or securities held by you without in any way releasing, reducing or otherwise affecting any undersigned's liability to you, and until all indebtedness of the Customer to you has been fully paid to you, you shall have the right to include in your claim the amount of all sums paid by the undersigned to you under this guarantee and to prove and rank for such sums paid by the undersigned and to receive the full amount of all dividends in respect thereto, all of the same being hereby assigned and transferred to you. The undersigned shall not be released from liability if recovery from the Customer, any other guarantor (including any other guarantor under this guarantee) or any other person becomes barred by any Statute of Limitations or is otherwise prevented.

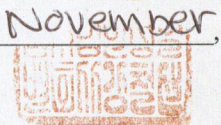


13. The undersigned will file all claims against the Customer in any bankruptcy or other proceeding in which the filing of claims is required by law upon any indebtedness of the Customer to the undersigned and will assign to you all of the undersigned's rights thereunder. If the undersigned does not file any such claim, you, as attorney in fact of the undersigned, are hereby authorized to do so in the name of the undersigned or in your discretion to assign the claim to you or your nominee and cause proof of claim to be filed in your name or the name of your nominee. In all such cases, whether in administration, bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to you or your nominee the full amount payable on the claim in the proceeding before making any payment to the undersigned, and to the full extent necessary for that purpose the undersigned hereby assigns to you all the undersigned's rights to any payments or distributions to which the undersigned otherwise would be entitled. If the amount so paid is greater than the indebtedness of the Customer to you then outstanding, you are authorized to pay the amount of the excess to the person entitled thereto.
14. All your rights, powers and remedies hereunder and under any other agreement now or at any time hereafter in force between you and the undersigned shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to you by law. If you hold one or more other guarantees executed by the undersigned in respect of the Customer, the amount of the undersigned's liability under such other guarantee or guarantees shall be in addition to the undersigned's liability under this guarantee.
15. In case of default you may maintain an action upon this guarantee against the undersigned (or any one or more of the undersigned) whether or not the Customer is joined therein or separate action is brought against the Customer or judgment obtained against him. Your rights are cumulative and shall not be exhausted by the exercise of any of your rights hereunder or otherwise against the undersigned (or any one undersigned if more than one hereunder) or by any number of successive actions until and unless all debts and liabilities hereby guaranteed have been paid and each of the undersigned's obligations hereunder has been fully performed.
16. The undersigned shall pay to you on demand (in addition to all debts and liabilities of the Customer hereby guaranteed) all costs, charges and expenses (including, without limitation, lawyer's fees as between solicitor and his own client on a full indemnity basis) incurred by you for the preparation, execution, perfection and enforcement of this guarantee and of any securities collateral thereto, together with interest calculated from the date of payment by you of each of such costs, charges and expenses until payment by the undersigned hereunder at a floating rate per annum equal to 3% above the prime lending rate established by you from time to time.
17. Should any one or more provisions of this guarantee be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective.
18. Any notice or demand which you may wish to give may be served on the undersigned either personally on him, or his legal personal representative or in the case of corporation on any officer or director of the corporation, or by sending the same by registered mail in an envelope addressed to the last known place of address of the person to be served as it appears on your records, and the notice so sent shall be deemed to be served on the second business day following that on which it is mailed. Any notice which the undersigned may wish to give you shall be served personally on the Manager or acting Manager of the Alberta Treasury Branch at the address specified on the first page of this guarantee.
19. This guarantee shall be construed in accordance with the laws of the Province of Alberta and in any action thereon the undersigned shall be estopped from denying the same; any judgment recovered in the Courts of such Province against any undersigned or his executors, administrators, legal personal representatives, successors and/or assigns shall be binding on him and them. The undersigned accepts and submits to the jurisdiction of the courts of the Province of Alberta in respect of this guarantee.
20. Any word herein contained importing the singular number shall include the plural and vice versa, and any word importing gender shall include the masculine, feminine and neuter gender, and any word importing a person shall include a corporation and a partnership and any entity, in each case as the context requires or permits.
21. This guarantee and agreement on the part of the undersigned shall extend to and enure to your benefit and the benefit of your successors and assigns and shall be binding on the undersigned (jointly and severally if more than one hereunder) and on his (or on each of their) executors, administrators, legal personal representative, successors and assigns.
22. **POSTPONEMENT AND ASSIGNMENT OF CLAIMS:** All indebtedness, present and future, of the Customer to the undersigned (and each of the undersigned if more than one) together with each and every security therefore is hereby assigned

ATB Financial

to you and postponed to the present and future debts and liabilities of the Customer to you, and all monies received from the Customer or for its account by the undersigned shall be by him received in trust for you, and forthwith upon receipt paid over to you until the Customer's debts and other liabilities to you are fully paid and satisfied, all without prejudice to and without in any way limiting or lessening the liability of the undersigned (or any of them if more than one) to you under this guarantee.

IN WITNESS WHEREOF the undersigned has executed the guarantee under seal, this 25 day of November, 2014.



Handwritten signature: Hye Young Yeo

Witness

HYE YOUNG YEO

Handwritten signature: Esther Yeo

Witness

JIN OK YEO

GUARANTEES ACKNOWLEDGEMENT ACT

Certificate of Notary Public



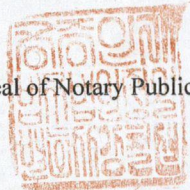
I hereby certify that

1. HYE YOUNG YEO of Toronto in the Province of Ontario, the Guarantor in the guarantee dated the 25 day of November, 2014, made between HYE YOUNG YEO, JIN OK YEO and ALBERTA TREASURY BRANCHES, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that they had executed the guarantee;

2. I satisfied myself by examination of the above person that they are aware of the contents of the guarantee and understand it.

GIVEN at seoul in the Province of Korea, this 25 day of November, 2014 under my hand and seal of office.

(Seal of Notary Public)



Kang, C.S.

A Notary Public in and for the Province of

STATEMENT OF GUARANTOR

I am the person named in this Certificate

여혜영

HYE YOUNG YEO

(Guarantor to sign in presence of Notary Public)

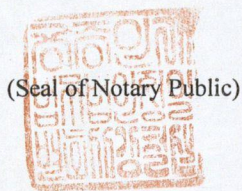
GUARANTEES ACKNOWLEDGEMENT ACT
Certificate of Notary Public



I hereby certify that

1. **JIN OK YEO** of Toronto in the Province of Ontario, the Guarantor in the guarantee dated the 25 day of November, 2014, made between **HYE YOUNG YEO, JIN OK YEO** and **ALBERTA TREASURY BRANCHES**, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that they had executed the guarantee;
2. I satisfied myself by examination of the above person that they are aware of the contents of the guarantee and understand it.

GIVEN at Seoul in the Province of Korea, this 25 day of November, 2014 under my hand and seal of office.



Kang, C.S.
A Notary Public in and for the Province of

STATEMENT OF GUARANTOR

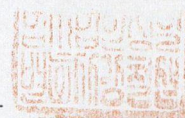
I am the person named in this Certificate

Jin Ok Yeo
JIN OK YEO
(Guarantor to sign in presence of Notary Public)

[별지 제42호서식] <개정 2010.2.5.>

공증인가
법무법인 정 일

등부 2014 년 제 2871 호 Registered No. 2014 - 2871



인 증 NOTARIAL CERTIFICATE

위 계속보증서 에 기재된 HYE YOUNG YEO and JIN OK YEO

여혜영, 여진옥 은(는) personally appeared before me and admitted his(her) subscription to the attached

본 공증인의 면전에서 위 사서증서에 자기가 기(서)명 날인한 것임을 자인 하였다. CONTINUING GUARANTEE

2014 년 11 월 25 일 This is hereby attested on this
이 사무소에서 위 인증한다. 25th day of November, 2014 at this office.

公證認可 法務法人 正 一

JUNG IL LAW AND NOTARY OFFICE

소 속 서울남부지방검찰청

belong to Seoul Southern District Prosecutors' Office

주 소 서울 양천구 신월로375

375 Sinwol-ro, Yangcheon-gu, Seoul, Korea

(신정동, 공평빌딩3층)

(Sinjeong-dong, Gongpyeong Building 3F)

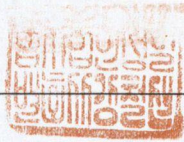
공증인 공증담당변호사 (강 철 선)

NOTARY (Lawyer : KANG, CHUL SUN)

Handwritten signature and red notary seal of Kang Chul Sun.

This office has been authorized by the Minister of Justice, the Republic of Korea, to act as Notary Public since March 19, 1996 under Law No. 82.

ATB Financial



**CONTINUING GUARANTEE
(Including Postponement and Assignment of Claims)**

TO: ALBERTA TREASURY BRANCHES
IN CARE OF: 11366 104 Avenue, Edmonton, Alberta, T5K 2W9

IN CONSIDERATION of Alberta Treasury Branches (hereafter sometimes called "ATB or "you") extending credit to or otherwise dealing or continuing to deal with

732482 ALBERTA LTD.

(hereafter called "the Customer"),

the undersigned (jointly and severally if more than one) hereby guarantees unconditionally and promises to pay to ATB or order all existing and future debts and liabilities of the Customer to ATB whether such debts and liabilities are direct or indirect or by way of guarantee or otherwise, whether incurred alone or with another or others, whether heretofore or hereafter incurred, whether voluntarily or involuntarily incurred, whether due or not due, and whether absolute, inchoate, contingent, liquidated or unliquidated, and including, without limitation, interest accrued or to accrue on all such debts and liabilities at the same rate or rates payable by the Customer, both before and after default, maturity, and judgment, whether such judgment be obtained against the Customer and the undersigned or any of them, PROVIDED THAT the undersigned's liability under this guarantee shall not exceed \$1,500,000.00, plus interest after demand for payment hereunder, both before and after judgment, at a floating rate per annum of 3% above the prime lending rate from time to time established by ATB, plus any sums payable pursuant to paragraphs 12, 13, 16 and 22 of this guarantee.

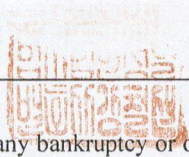
The undersigned (jointly and severally if more than one) further covenants and agrees with ATB as follows:

1. Without further authorization from or notice to the undersigned you may grant credit to or continue to deal with the Customer from time to time, either before or after revocation hereof, in such manner, upon such terms and for such time as you may deem best, and with or without notice to the undersigned you may alter, compromise, accelerate, extend or change the time or manner for the payment by the Customer or by any person or persons liable to you for any of the debts and liabilities hereby guaranteed, increase or reduce the interest rate thereon, release or add one or more guarantors or endorsers, accept additional or substituted security or release or subordinate any security. No exercise or non-exercise by you of any right hereby given you, no dealing by you with the Customer or any guarantor or endorser, no charge, impairment or suspension of any right or remedy you may have against any person or persons shall in any way affect any of the undersigned's obligations hereunder or any security furnished by the undersigned or give the undersigned any recourse against you. No loss of or in respect of any securities received by you from the Customer or any other person, whether occasioned by your fault or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.
2. This shall be a continuing guarantee and shall cover and secure any ultimate balance owing to you by the Customer, but you shall not be obliged to take any action to exhaust your recourse against the Customer, any other guarantor hereunder or under any other guarantee agreement, or against any other person, firm or corporation, or under any securities you may hold at any time, nor to value such securities, before requiring or being entitled to payment from the undersigned of all debts and liabilities hereby guaranteed; PROVIDED always that the undersigned (or any of them, if more than one hereunder) may determine his further liability under this continuing guarantee by thirty (30) days' notice in writing to you, and the liability hereunder of such undersigned shall continue until the expiration of thirty (30) days after the giving of such notice, and after the expiration of such notice such undersigned shall remain liable under this guarantee in respect of any sum or sums of money owing to you as aforesaid on the date such notice expired, together with interest thereafter at the rate or rates payable by the Customer on such sum or sums; if there is more than one undersigned hereunder, a notice by one undersigned under this clause shall not affect the liability of any other undersigned under this guarantee.

ATB Financial



3. If the undersigned is a corporation registered, incorporated, or continued under the *Business Corporations Act* (Alberta), the corporation will comply with all notice requirements at the times and in the manner as required under Section 45 (previously section 42) of the *Business Corporations Act* (Alberta).
4. When this guarantee is delivered to a lending officer of ATB it shall be deemed to be finally executed and delivered by the person or persons signing the same and shall not be subject to or affected by any promise or condition affecting or limiting the (or any of the) undersigned's liability except as set forth herein, and no statement representation, agreement or promise on the part of any officer, employee or agent of ATB, unless contained herein, forms any part of this guarantee or has induced the making thereof or shall be deemed in any way to affect the liability of the undersigned or any of the undersigned hereunder.
5. No alteration or waiver of this guarantee or of any of its terms, provisions or conditions shall be binding on ATB unless made in writing over the signature of the President and CEO, Chief Operating Officer or Chief Credit Officer of ATB.
6. Until all indebtedness of the Customer to you has been paid in full, the undersigned shall not have any right of subrogation or to securities held by ATB, unless expressly given to the undersigned in writing by the President and CEO, Chief Operating Officer or Chief Credit Officer of ATB.
7. You shall be at liberty (without in any way prejudicing or affecting your rights hereunder) to appropriate any payment made or monies received hereunder to any portion of the debts and liabilities hereby guaranteed whether then due or to become due, and from time to time to revoke or alter any such appropriation, all as you shall from time to time in your uncontrolled discretion see fit.
8. No change in the name, objects, share capital, business, membership, directors' powers, organization or management of the Customer shall in any way affect the obligations of the undersigned either with respect to transactions occurring before or after any such change, it being understood that where the Customer is a partnership or corporation, this guarantee is to extend to the person or persons or corporation for the time being and from time to time carrying on the business now carried on by the Customer, notwithstanding any change or changes in the name or membership of the Customer's firm or in the name of a corporate Customer, and notwithstanding any reorganization of a corporate Customer, or its amalgamation with another or others or the sale or disposal of its business in whole or in part to another or others.
9. Where the Customer is a corporation or partnership or any entity, you shall not be concerned to see or inquire into the powers of the Customer or its directors, partners or agents acting or purporting to act on its behalf, and credit in fact obtained from you in the professed exercise of such powers shall be deemed to form part of the debts and liabilities hereby guaranteed even though the borrowing or obtaining of such credit was irregularly, fraudulently, defectively or informally affected, or in excess of the powers of the Customer or of the directors, partners or agents thereof.
10. The statement in writing from time to time by a lending officer or account manager of ATB where any of the Customer's accounts are kept, or of a Vice-President of ATB, as to the debts and liabilities of the Customer to you and covered by this guarantee shall be received as prima facie evidence as against the undersigned that such amount is at such time so due and payable to you and is covered hereby.
11. The undersigned shall have a continuing current liability to ATB under this guarantee to the extent of the debts and liabilities of the Customer to ATB from time to time, provided however that for the purpose of the Limitation of Actions Act of Alberta or any similar legislation, the undersigned shall not be in breach of this guarantee and no cause of action against the undersigned shall arise hereunder unless and until ATB has served written demand upon the undersigned to pay or otherwise observe or perform his obligations under this guarantee and the undersigned has failed to do so promptly following service of such demand.
12. Upon the bankruptcy or winding up or other distribution of assets of the Customer or of any surety or guarantor for any indebtedness of the Customer to you, your rights shall not be affected or impaired by your omission to prove your claim or to prove your full claim and you may prove such claim as you see fit and may refrain from proving any claim, and in your discretion you may value as you see fit or refrain from valuing any security or securities held by you without in any way releasing, reducing or otherwise affecting any undersigned's liability to you, and until all indebtedness of the Customer to you has been fully paid to you, you shall have the right to include in your claim the amount of all sums paid by the undersigned to you under this guarantee and to prove and rank for such sums paid by the undersigned and to receive the full amount of all dividends in respect thereto, all of the same being hereby assigned and transferred to you. The undersigned shall not be released from liability if recovery from the Customer, any other guarantor (including any other guarantor under this guarantee) or any other person becomes barred by any Statute of Limitations or is otherwise prevented.



13. The undersigned will file all claims against the Customer in any bankruptcy or other proceeding in which the filing of claims is required by law upon any indebtedness of the Customer to the undersigned and will assign to you all of the undersigned's rights thereunder. If the undersigned does not file any such claim, you, as attorney in fact of the undersigned, are hereby authorized to do so in the name of the undersigned or in your discretion to assign the claim to you or your nominee and cause proof of claim to be filed in your name or the name of your nominee. In all such cases, whether in administration, bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to you or your nominee the full amount payable on the claim in the proceeding before making any payment to the undersigned, and to the full extent necessary for that purpose the undersigned hereby assigns to you all the undersigned's rights to any payments or distributions to which the undersigned otherwise would be entitled. If the amount so paid is greater than the indebtedness of the Customer to you then outstanding, you are authorized to pay the amount of the excess to the person entitled thereto.
14. All your rights, powers and remedies hereunder and under any other agreement now or at any time hereafter in force between you and the undersigned shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to you by law. If you hold one or more other guarantees executed by the undersigned in respect of the Customer, the amount of the undersigned's liability under such other guarantee or guarantees shall be in addition to the undersigned's liability under this guarantee.
15. In case of default you may maintain an action upon this guarantee against the undersigned (or any one or more of the undersigned) whether or not the Customer is joined therein or separate action is brought against the Customer or judgment obtained against him. Your rights are cumulative and shall not be exhausted by the exercise of any of your rights hereunder or otherwise against the undersigned (or any one undersigned if more than one hereunder) or by any number of successive actions until and unless all debts and liabilities hereby guaranteed have been paid and each of the undersigned's obligations hereunder has been fully performed.
16. The undersigned shall pay to you on demand (in addition to all debts and liabilities of the Customer hereby guaranteed) all costs, charges and expenses (including, without limitation, lawyer's fees as between solicitor and his own client on a full indemnity basis) incurred by you for the preparation, execution, perfection and enforcement of this guarantee and of any securities collateral thereto, together with interest calculated from the date of payment by you of each of such costs, charges and expenses until payment by the undersigned hereunder at a floating rate per annum equal to 3% above the prime lending rate established by you from time to time.
17. Should any one or more provisions of this guarantee be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective.
18. Any notice or demand which you may wish to give may be served on the undersigned either personally on him, or his legal personal representative or in the case of corporation on any officer or director of the corporation, or by sending the same by registered mail in an envelope addressed to the last known place of address of the person to be served as it appears on your records, and the notice so sent shall be deemed to be served on the second business day following that on which it is mailed. Any notice which the undersigned may wish to give you shall be served personally on the Manager or acting Manager of the Alberta Treasury Branch at the address specified on the first page of this guarantee.
19. This guarantee shall be construed in accordance with the laws of the Province of Alberta and in any action thereon the undersigned shall be estopped from denying the same; any judgment recovered in the Courts of such Province against any undersigned or his executors, administrators, legal personal representatives, successors and/or assigns shall be binding on him and them. The undersigned accepts and submits to the jurisdiction of the courts of the Province of Alberta in respect of this guarantee.
20. Any word herein contained importing the singular number shall include the plural and vice versa, and any word importing gender shall include the masculine, feminine and neuter gender, and any word importing a person shall include a corporation and a partnership and any entity, in each case as the context requires or permits.
21. This guarantee and agreement on the part of the undersigned shall extend to and enure to your benefit and the benefit of your successors and assigns and shall be binding on the undersigned (jointly and severally if more than one hereunder) and on his (or on each of their) executors, administrators, legal personal representative, successors and assigns.
22. **POSTPONEMENT AND ASSIGNMENT OF CLAIMS:** All indebtedness, present and future, of the Customer to the undersigned (and each of the undersigned if more than one) together with each and every security therefore is hereby assigned

ATB Financial



to you and postponed to the present and future debts and liabilities of the Customer to you, and all monies received from the Customer or for its account by the undersigned shall be by him received in trust for you, and forthwith upon receipt paid over to you until the Customer's debts and other liabilities to you are fully paid and satisfied, all without prejudice to and without in any way limiting or lessening the liability of the undersigned (or any of them if more than one) to you under this guarantee.

IN WITNESS WHEREOF the undersigned has executed the guarantee under seal, this 25 day of November, 2014.

Witness



SE JIN KIM

Witness



YOUNG OK KIM

GUARANTEES ACKNOWLEDGEMENT ACT
Certificate of Notary Public

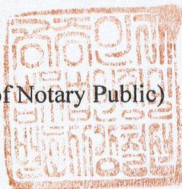


I hereby certify that

1. SE JIN KIM of Langley in the Province of British Columbia, the Guarantor in the guarantee dated the 24 day of November, 2014, made between SE JIN KIM, YOUNG OK KIM and ALBERTA TREASURY BRANCHES, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that they had executed the guarantee;
2. I satisfied myself by examination of the above person that they are aware of the contents of the guarantee and understand it.

GIVEN at Seoul in the Province of KORCA, this 24 day of November, 2014 under my hand and seal of office.

(Seal of Notary Public)



Kang, C. S.
A Notary Public in and for the Province of

STATEMENT OF GUARANTOR

I am the person named in this Certificate

[Signature]
SE JIN KIM
(Guarantor to sign in presence of Notary Public)

GUARANTEES ACKNOWLEDGEMENT ACT

Certificate of Notary Public



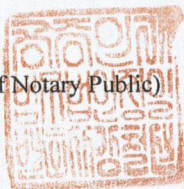
I hereby certify that

1. YOUNG OK KIM of Langley in the Province of British Columbia, the Guarantor in the guarantee dated the 25 day of November, 2014, made between SE JIN KIM, YOUNG OK KIM and ALBERTA TREASURY BRANCHES, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that they had executed the guarantee;

2. I satisfied myself by examination of the above person that they are aware of the contents of the guarantee and understand it.

GIVEN at Seoul in the Province of KOREA, this 25 day of November, 2014 under my hand and seal of office.

(Seal of Notary Public)



Kang, C. S.

A Notary Public in and for the Province of

STATEMENT OF GUARANTOR

I am the person named in this Certificate

[Handwritten signature]

YOUNG OK KIM

(Guarantor to sign in presence of Notary Public)

[별지 제42호서식] <개정 2010.2.5.> 공증인가 정 일
법무법인



등부 2014 년 제 2872 호 Registered No. 2014 - 2872

인 증 NOTARIAL CERTIFICATE

위 계 속 보 증 서 에 기재된 SE JIN KIM and YOUNG OK KIM

김 세 진, 김 영 옥 은(는) personally appeared before me and admitted his(her) subscription to the attached

본 공증인의 면전에서 위 사서증서에 CONTINUING GUARANTEE
자기가 기(서)명 날인한 것임을 자인 하였다.

2014 년 11 월 25 일 This is hereby attested on this
이 사무소에서 위 인证한다. 25th day of November, 2014 at this office.

公證認可 法務法人 正 一

JUNG IL LAW AND NOTARY OFFICE

소 속 서울남부지방검찰청 belong to Seoul Southern District Prosecutors' Office
주 소 서울 양천구 신월로375 375 Sinwol-ro, Yangcheon-gu, Seoul, Korea
(신정동, 공평빌딩3층) (Sinjeong-dong, Gongpyeong Building 3F)
공증인 공증담당변호사 (강 철 선) NOTARY (Lawyer : KANG, CHUL SUN)

Handwritten signature and red notary seal of Kang Chul Sun

Handwritten signature of Kang C.S.

This office has been authorized by the Minister of Justice, the Republic of Korea, to act as Notary Public since March 19, 1996 under Law No. 82.

**CONTINUING GUARANTEE
(Including Postponement and Assignment of Claims)**

TO: ALBERTA TREASURY BRANCHES
IN CARE OF: 11366 104 Avenue, Edmonton, Alberta, T5K 2W9

IN CONSIDERATION of Alberta Treasury Branches (hereafter sometimes called "ATB or "you") extending credit to or otherwise dealing or continuing to deal with

732482 ALBERTA LTD.

(hereafter called "the Customer"),

the undersigned (jointly and severally if more than one) hereby guarantees unconditionally and promises to pay to ATB or order all existing and future debts and liabilities of the Customer to ATB whether such debts and liabilities are direct or indirect or by way of guarantee or otherwise, whether incurred alone or with another or others, whether heretofore or hereafter incurred, whether voluntarily or involuntarily incurred, whether due or not due, and whether absolute, inchoate, contingent, liquidated or unliquidated, and including, without limitation, interest accrued or to accrue on all such debts and liabilities at the same rate or rates payable by the Customer, both before and after default, maturity, and judgment, whether such judgment be obtained against the Customer and the undersigned or any of them, PROVIDED THAT the undersigned's liability under this guarantee shall not exceed \$1,500,000.00, plus interest after demand for payment hereunder, both before and after judgment, at a floating rate per annum of 3% above the prime lending rate from time to time established by ATB, plus any sums payable pursuant to paragraphs 12, 13, 16 and 22 of this guarantee.

The undersigned (jointly and severally if more than one) further covenants and agrees with ATB as follows:

1. Without further authorization from or notice to the undersigned you may grant credit to or continue to deal with the Customer from time to time, either before or after revocation hereof, in such manner, upon such terms and for such time as you may deem best, and with or without notice to the undersigned you may alter, compromise, accelerate, extend or change the time or manner for the payment by the Customer or by any person or persons liable to you for any of the debts and liabilities hereby guaranteed, increase or reduce the interest rate thereon, release or add one or more guarantors or endorsers, accept additional or substituted security or release or subordinate any security. No exercise or non-exercise by you of any right hereby given you, no dealing by you with the Customer or any guarantor or endorser, no charge, impairment or suspension of any right or remedy you may have against any person or persons shall in any way affect any of the undersigned's obligations hereunder or any security furnished by the undersigned or give the undersigned any recourse against you. No loss of or in respect of any securities received by you from the Customer or any other person, whether occasioned by your fault or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.
2. This shall be a continuing guarantee and shall cover and secure any ultimate balance owing to you by the Customer, but you shall not be obliged to take any action to exhaust your recourse against the Customer, any other guarantor hereunder or under any other guarantee agreement, or against any other person, firm or corporation, or under any securities you may hold at any time, nor to value such securities, before requiring or being entitled to payment from the undersigned of all debts and liabilities hereby guaranteed; PROVIDED always that the undersigned (or any of them, if more than one hereunder) may determine his further liability under this continuing guarantee by thirty (30) days' notice in writing to you, and the liability hereunder of such undersigned shall continue until the expiration of thirty (30) days after the giving of such notice, and after the expiration of such notice such undersigned shall remain liable under this guarantee in respect of any sum or sums of money owing to you as aforesaid on the date such notice expired, together with interest thereafter at the rate or rates payable by the Customer on such sum or sums; if there is more than one undersigned hereunder, a notice by one undersigned under this clause shall not affect the liability of any other undersigned under this guarantee.

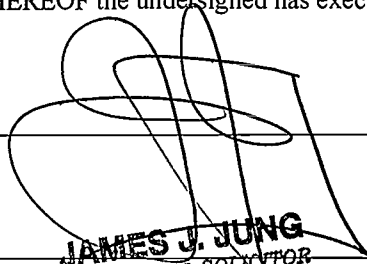
3. If the undersigned is a corporation registered, incorporated, or continued under the *Business Corporations Act* (Alberta), the corporation will comply with all notice requirements at the times and in the manner as required under Section 45 (previously section 42) of the *Business Corporations Act* (Alberta).
4. When this guarantee is delivered to a lending officer of ATB it shall be deemed to be finally executed and delivered by the person or persons signing the same and shall not be subject to or affected by any promise or condition affecting or limiting the (or any of the) undersigned's liability except as set forth herein, and no statement representation, agreement or promise on the part of any officer, employee or agent of ATB, unless contained herein, forms any part of this guarantee or has induced the making thereof or shall be deemed in any way to affect the liability of the undersigned or any of the undersigned hereunder.
5. No alteration or waiver of this guarantee or of any of its terms, provisions or conditions shall be binding on ATB unless made in writing over the signature of the President and CEO, Chief Operating Officer or Chief Credit Officer of ATB.
6. Until all indebtedness of the Customer to you has been paid in full, the undersigned shall not have any right of subrogation or to securities held by ATB, unless expressly given to the undersigned in writing by the President and CEO, Chief Operating Officer or Chief Credit Officer of ATB.
7. You shall be at liberty (without in any way prejudicing or affecting your rights hereunder) to appropriate any payment made or monies received hereunder to any portion of the debts and liabilities hereby guaranteed whether then due or to become due, and from time to time to revoke or alter any such appropriation, all as you shall from time to time in your uncontrolled discretion see fit.
8. No change in the name, objects, share capital, business, membership, directors' powers, organization or management of the Customer shall in any way affect the obligations of the undersigned either with respect to transactions occurring before or after any such change, it being understood that where the Customer is a partnership or corporation, this guarantee is to extend to the person or persons or corporation for the time being and from time to time carrying on the business now carried on by the Customer, notwithstanding any change or changes in the name or membership of the Customer's firm or in the name of a corporate Customer, and notwithstanding any reorganization of a corporate Customer, or its amalgamation with another or others or the sale or disposal of its business in whole or in part to another or others.
9. Where the Customer is a corporation or partnership or any entity, you shall not be concerned to see or inquire into the powers of the Customer or its directors, partners or agents acting or purporting to act on its behalf, and credit in fact obtained from you in the professed exercise of such powers shall be deemed to form part of the debts and liabilities hereby guaranteed even though the borrowing or obtaining of such credit was irregularly, fraudulently, defectively or informally affected, or in excess of the powers of the Customer or of the directors, partners or agents thereof.
10. The statement in writing from time to time by a lending officer or account manager of ATB where any of the Customer's accounts are kept, or of a Vice-President of ATB, as to the debts and liabilities of the Customer to you and covered by this guarantee shall be received as prima facie evidence as against the undersigned that such amount is at such time so due and payable to you and is covered hereby.
11. The undersigned shall have a continuing current liability to ATB under this guarantee to the extent of the debts and liabilities of the Customer to ATB from time to time, provided however that for the purpose of the Limitation of Actions Act of Alberta or any similar legislation, the undersigned shall not be in breach of this guarantee and no cause of action against the undersigned shall arise hereunder unless and until ATB has served written demand upon the undersigned to pay or otherwise observe or perform his obligations under this guarantee and the undersigned has failed to do so promptly following service of such demand.
12. Upon the bankruptcy or winding up or other distribution of assets of the Customer or of any surety or guarantor for any indebtedness of the Customer to you, your rights shall not be affected or impaired by your omission to prove your claim or to prove your full claim and you may prove such claim as you see fit and may refrain from proving any claim, and in your discretion you may value as you see fit or refrain from valuing any security or securities held by you without in any way releasing, reducing or otherwise affecting any undersigned's liability to you, and until all indebtedness of the Customer to you has been fully paid to you, you shall have the right to include in your claim the amount of all sums paid by the undersigned to you under this guarantee and to prove and rank for such sums paid by the undersigned and to receive the full amount of all dividends in respect thereto, all of the same being hereby assigned and transferred to you. The undersigned shall not be released from liability if recovery from the Customer, any other guarantor (including any other guarantor under this guarantee) or any other person becomes barred by any Statute of Limitations or is otherwise prevented.

13. The undersigned will file all claims against the Customer in any bankruptcy or other proceeding in which the filing of claims is required by law upon any indebtedness of the Customer to the undersigned and will assign to you all of the undersigned's rights thereunder. If the undersigned does not file any such claim, you, as attorney in fact of the undersigned, are hereby authorized to do so in the name of the undersigned or in your discretion to assign the claim to you or your nominee and cause proof of claim to be filed in your name or the name of your nominee. In all such cases, whether in administration, bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to you or your nominee the full amount payable on the claim in the proceeding before making any payment to the undersigned, and to the full extent necessary for that purpose the undersigned hereby assigns to you all the undersigned's rights to any payments or distributions to which the undersigned otherwise would be entitled. If the amount so paid is greater than the indebtedness of the Customer to you then outstanding, you are authorized to pay the amount of the excess to the person entitled thereto.
14. All your rights, powers and remedies hereunder and under any other agreement now or at any time hereafter in force between you and the undersigned shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to you by law. If you hold one or more other guarantees executed by the undersigned in respect of the Customer, the amount of the undersigned's liability under such other guarantee or guarantees shall be in addition to the undersigned's liability under this guarantee.
15. In case of default you may maintain an action upon this guarantee against the undersigned (or any one or more of the undersigned) whether or not the Customer is joined therein or separate action is brought against the Customer or judgment obtained against him. Your rights are cumulative and shall not be exhausted by the exercise of any of your rights hereunder or otherwise against the undersigned (or any one undersigned if more than one hereunder) or by any number of successive actions until and unless all debts and liabilities hereby guaranteed have been paid and each of the undersigned's obligations hereunder has been fully performed.
16. The undersigned shall pay to you on demand (in addition to all debts and liabilities of the Customer hereby guaranteed) all costs, charges and expenses (including, without limitation, lawyer's fees as between solicitor and his own client on a full indemnity basis) incurred by you for the preparation, execution, perfection and enforcement of this guarantee and of any securities collateral thereto, together with interest calculated from the date of payment by you of each of such costs, charges and expenses until payment by the undersigned hereunder at a floating rate per annum equal to 3% above the prime lending rate established by you from time to time.
17. Should any one or more provisions of this guarantee be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective.
18. Any notice or demand which you may wish to give may be served on the undersigned either personally on him, or his legal personal representative or in the case of corporation on any officer or director of the corporation, or by sending the same by registered mail in an envelope addressed to the last known place of address of the person to be served as it appears on your records, and the notice so sent shall be deemed to be served on the second business day following that on which it is mailed. Any notice which the undersigned may wish to give you shall be served personally on the Manager or acting Manager of the Alberta Treasury Branch at the address specified on the first page of this guarantee.
19. This guarantee shall be construed in accordance with the laws of the Province of Alberta and in any action thereon the undersigned shall be estopped from denying the same; any judgment recovered in the Courts of such Province against any undersigned or his executors, administrators, legal personal representatives, successors and/or assigns shall be binding on him and them. The undersigned accepts and submits to the jurisdiction of the courts of the Province of Alberta in respect of this guarantee.
20. Any word herein contained importing the singular number shall include the plural and vice versa, and any word importing gender shall include the masculine, feminine and neuter gender, and any word importing a person shall include a corporation and a partnership and any entity, in each case as the context requires or permits.
21. This guarantee and agreement on the part of the undersigned shall extend to and enure to your benefit and the benefit of your successors and assigns and shall be binding on the undersigned (jointly and severally if more than one hereunder) and on his (or on each of their) executors, administrators, legal personal representative, successors and assigns.
22. **POSTPONEMENT AND ASSIGNMENT OF CLAIMS:** All indebtedness, present and future, of the Customer to the undersigned (and each of the undersigned if more than one) together with each and every security therefore is hereby assigned

to you and postponed to the present and future debts and liabilities of the Customer to you, and all monies received from the Customer or for its account by the undersigned shall be by him received in trust for you, and forthwith upon receipt paid over to you until the Customer's debts and other liabilities to you are fully paid and satisfied, all without prejudice to and without in any way limiting or lessening the liability of the undersigned (or any of them if more than one) to you under this guarantee.

IN WITNESS WHEREOF the undersigned has executed the guarantee under seal, this 24th day of Nov., 2014.

Witness



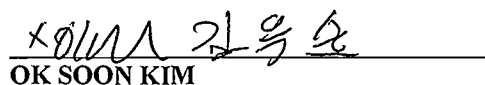
Witness

JAMES J. JUNG
BARRISTER & SOLICITOR
300 - 906 Roderick Avenue,
Coquitlam, BC V3K 1R1
Tel: (604) 777-7457

*As to both
Signatures*

SUNG YEON KIM

OK SOON KIM



GUARANTEES ACKNOWLEDGEMENT ACT

Certificate of Notary Public

I hereby certify that

1. SUNG YEON KIM of Coquitlam in the Province of British Columbia, the Guarantor in the guarantee dated the 24th day of Nov., 2014, made between SUNG YEON KIM, OK SOON KIM and ALBERTA TREASURY BRANCHES, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that they had executed the guarantee;

2. I satisfied myself by examination of the above person that they are aware of the contents of the guarantee and understand it.

GIVEN at Coquitlam in the Province of B.C., this 24th day of Nov., 2014 under my hand and seal of office.

(Seal of Notary Public)

A Notary Public in and for the Province of

STATEMENT OF GUARANTOR

I am the person named in this Certificate

X [Signature]
SUNG YEON KIM
(Guarantor to sign in presence of Notary Public)

[Signature]

JAMES J. JUNG
BARRISTER & SOLICITOR
300 - 906 Roderick Avenue,
Coquitlam, BC V3K 1R1
Tel: (604) 777-7457

GUARANTEES ACKNOWLEDGEMENT ACT

Certificate of Notary Public

I hereby certify that

1. OK SOON KIM of Coquitlam in the Province of British Columbia, the Guarantor in the guarantee dated the 24th day of Nov., 2014, made between SUNG YEON KIM, OK SOON KIM and ALBERTA TREASURY BRANCHES, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that they had executed the guarantee;

2. I satisfied myself by examination of the above person that they are aware of the contents of the guarantee and understand it.

GIVEN at Coquitlam in the Province of B.C., this 24th day of Nov., 2014 under my hand and seal of office.

(Seal of Notary Public)

A Notary Public in and for the Province of

STATEMENT OF GUARANTOR

I am the person named in this Certificate

JAMES J. JUNG
BARRISTER & SOLICITOR
300 - 906 Roderick Avenue,
Coquitlam, BC V3K 1R1
Tel: (604) 777-7457

X *이순근*

OK SOON KIM

(Guarantor to sign in presence of Notary Public)

**CONTINUING GUARANTEE
(Including Postponement and Assignment of Claims)**

TO: ALBERTA TREASURY BRANCHES
IN CARE OF: 11366 104 Avenue, Edmonton, Alberta, T5K 2W9

IN CONSIDERATION of Alberta Treasury Branches (hereafter sometimes called "ATB or "you") extending credit to or otherwise dealing or continuing to deal with

732482 ALBERTA LTD.

(hereafter called "the Customer"),

the undersigned (jointly and severally if more than one) hereby guarantees unconditionally and promises to pay to ATB or order all existing and future debts and liabilities of the Customer to ATB whether such debts and liabilities are direct or indirect or by way of guarantee or otherwise, whether incurred alone or with another or others, whether heretofore or hereafter incurred, whether voluntarily or involuntarily incurred, whether due or not due, and whether absolute, inchoate, contingent, liquidated or unliquidated, and including, without limitation, interest accrued or to accrue on all such debts and liabilities at the same rate or rates payable by the Customer, both before and after default, maturity, and judgment, whether such judgment be obtained against the Customer and the undersigned or any of them, PROVIDED THAT the undersigned's liability under this guarantee shall not exceed \$1,500,000.00, plus interest after demand for payment hereunder, both before and after judgment, at a floating rate per annum of 3% above the prime lending rate from time to time established by ATB, plus any sums payable pursuant to paragraphs 12, 13, 16 and 22 of this guarantee.

The undersigned (jointly and severally if more than one) further covenants and agrees with ATB as follows:

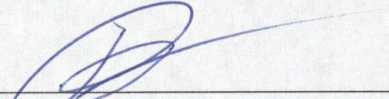
1. Without further authorization from or notice to the undersigned you may grant credit to or continue to deal with the Customer from time to time, either before or after revocation hereof, in such manner, upon such terms and for such time as you may deem best, and with or without notice to the undersigned you may alter, compromise, accelerate, extend or change the time or manner for the payment by the Customer or by any person or persons liable to you for any of the debts and liabilities hereby guaranteed, increase or reduce the interest rate thereon, release or add one or more guarantors or endorsers, accept additional or substituted security or release or subordinate any security. No exercise or non-exercise by you of any right hereby given you, no dealing by you with the Customer or any guarantor or endorser, no charge, impairment or suspension of any right or remedy you may have against any person or persons shall in any way affect any of the undersigned's obligations hereunder or any security furnished by the undersigned or give the undersigned any recourse against you. No loss of or in respect of any securities received by you from the Customer or any other person, whether occasioned by your fault or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.
2. This shall be a continuing guarantee and shall cover and secure any ultimate balance owing to you by the Customer, but you shall not be obliged to take any action to exhaust your recourse against the Customer, any other guarantor hereunder or under any other guarantee agreement, or against any other person, firm or corporation, or under any securities you may hold at any time, nor to value such securities, before requiring or being entitled to payment from the undersigned of all debts and liabilities hereby guaranteed; PROVIDED always that the undersigned (or any of them, if more than one hereunder) may determine his further liability under this continuing guarantee by thirty (30) days' notice in writing to you, and the liability hereunder of such undersigned shall continue until the expiration of thirty (30) days after the giving of such notice, and after the expiration of such notice such undersigned shall remain liable under this guarantee in respect of any sum or sums of money owing to you as aforesaid on the date such notice expired, together with interest thereafter at the rate or rates payable by the Customer on such sum or sums; if there is more than one undersigned hereunder, a notice by one undersigned under this clause shall not affect the liability of any other undersigned under this guarantee.

3. If the undersigned is a corporation registered, incorporated, or continued under the *Business Corporations Act* (Alberta), the corporation will comply with all notice requirements at the times and in the manner as required under Section 45 (previously section 42) of the *Business Corporations Act* (Alberta).
4. When this guarantee is delivered to a lending officer of ATB it shall be deemed to be finally executed and delivered by the person or persons signing the same and shall not be subject to or affected by any promise or condition affecting or limiting the (or any of the) undersigned's liability except as set forth herein, and no statement representation, agreement or promise on the part of any officer, employee or agent of ATB, unless contained herein, forms any part of this guarantee or has induced the making thereof or shall be deemed in any way to affect the liability of the undersigned or any of the undersigned hereunder.
5. No alteration or waiver of this guarantee or of any of its terms, provisions or conditions shall be binding on ATB unless made in writing over the signature of the President and CEO, Chief Operating Officer or Chief Credit Officer of ATB.
6. Until all indebtedness of the Customer to you has been paid in full, the undersigned shall not have any right of subrogation or to securities held by ATB, unless expressly given to the undersigned in writing by the President and CEO, Chief Operating Officer or Chief Credit Officer of ATB.
7. You shall be at liberty (without in any way prejudicing or affecting your rights hereunder) to appropriate any payment made or monies received hereunder to any portion of the debts and liabilities hereby guaranteed whether then due or to become due, and from time to time to revoke or alter any such appropriation, all as you shall from time to time in your uncontrolled discretion see fit.
8. No change in the name, objects, share capital, business, membership, directors' powers, organization or management of the Customer shall in any way affect the obligations of the undersigned either with respect to transactions occurring before or after any such change, it being understood that where the Customer is a partnership or corporation, this guarantee is to extend to the person or persons or corporation for the time being and from time to time carrying on the business now carried on by the Customer, notwithstanding any change or changes in the name or membership of the Customer's firm or in the name of a corporate Customer, and notwithstanding any reorganization of a corporate Customer, or its amalgamation with another or others or the sale or disposal of its business in whole or in part to another or others.
9. Where the Customer is a corporation or partnership or any entity, you shall not be concerned to see or inquire into the powers of the Customer or its directors, partners or agents acting or purporting to act on its behalf, and credit in fact obtained from you in the professed exercise of such powers shall be deemed to form part of the debts and liabilities hereby guaranteed even though the borrowing or obtaining of such credit was irregularly, fraudulently, defectively or informally affected, or in excess of the powers of the Customer or of the directors, partners or agents thereof.
10. The statement in writing from time to time by a lending officer or account manager of ATB where any of the Customer's accounts are kept, or of a Vice-President of ATB, as to the debts and liabilities of the Customer to you and covered by this guarantee shall be received as prima facie evidence as against the undersigned that such amount is at such time so due and payable to you and is covered hereby.
11. The undersigned shall have a continuing current liability to ATB under this guarantee to the extent of the debts and liabilities of the Customer to ATB from time to time, provided however that for the purpose of the Limitation of Actions Act of Alberta or any similar legislation, the undersigned shall not be in breach of this guarantee and no cause of action against the undersigned shall arise hereunder unless and until ATB has served written demand upon the undersigned to pay or otherwise observe or perform his obligations under this guarantee and the undersigned has failed to do so promptly following service of such demand.
12. Upon the bankruptcy or winding up or other distribution of assets of the Customer or of any surety or guarantor for any indebtedness of the Customer to you, your rights shall not be affected or impaired by your omission to prove your claim or to prove your full claim and you may prove such claim as you see fit and may refrain from proving any claim, and in your discretion you may value as you see fit or refrain from valuing any security or securities held by you without in any way releasing, reducing or otherwise affecting any undersigned's liability to you, and until all indebtedness of the Customer to you has been fully paid to you, you shall have the right to include in your claim the amount of all sums paid by the undersigned to you under this guarantee and to prove and rank for such sums paid by the undersigned and to receive the full amount of all dividends in respect thereto, all of the same being hereby assigned and transferred to you. The undersigned shall not be released from liability if recovery from the Customer, any other guarantor (including any other guarantor under this guarantee) or any other person becomes barred by any Statute of Limitations or is otherwise prevented.

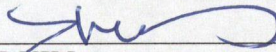
13. The undersigned will file all claims against the Customer in any bankruptcy or other proceeding in which the filing of claims is required by law upon any indebtedness of the Customer to the undersigned and will assign to you all of the undersigned's rights thereunder. If the undersigned does not file any such claim, you, as attorney in fact of the undersigned, are hereby authorized to do so in the name of the undersigned or in your discretion to assign the claim to you or your nominee and cause proof of claim to be filed in your name or the name of your nominee. In all such cases, whether in administration, bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to you or your nominee the full amount payable on the claim in the proceeding before making any payment to the undersigned, and to the full extent necessary for that purpose the undersigned hereby assigns to you all the undersigned's rights to any payments or distributions to which the undersigned otherwise would be entitled. If the amount so paid is greater than the indebtedness of the Customer to you then outstanding, you are authorized to pay the amount of the excess to the person entitled thereto.
14. All your rights, powers and remedies hereunder and under any other agreement now or at any time hereafter in force between you and the undersigned shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to you by law. If you hold one or more other guarantees executed by the undersigned in respect of the Customer, the amount of the undersigned's liability under such other guarantee or guarantees shall be in addition to the undersigned's liability under this guarantee.
15. In case of default you may maintain an action upon this guarantee against the undersigned (or any one or more of the undersigned) whether or not the Customer is joined therein or separate action is brought against the Customer or judgment obtained against him. Your rights are cumulative and shall not be exhausted by the exercise of any of your rights hereunder or otherwise against the undersigned (or any one undersigned if more than one hereunder) or by any number of successive actions until and unless all debts and liabilities hereby guaranteed have been paid and each of the undersigned's obligations hereunder has been fully performed.
16. The undersigned shall pay to you on demand (in addition to all debts and liabilities of the Customer hereby guaranteed) all costs, charges and expenses (including, without limitation, lawyer's fees as between solicitor and his own client on a full indemnity basis) incurred by you for the preparation, execution, perfection and enforcement of this guarantee and of any securities collateral thereto, together with interest calculated from the date of payment by you of each of such costs, charges and expenses until payment by the undersigned hereunder at a floating rate per annum equal to 3% above the prime lending rate established by you from time to time.
17. Should any one or more provisions of this guarantee be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective.
18. Any notice or demand which you may wish to give may be served on the undersigned either personally on him, or his legal personal representative or in the case of corporation on any officer or director of the corporation, or by sending the same by registered mail in an envelope addressed to the last known place of address of the person to be served as it appears on your records, and the notice so sent shall be deemed to be served on the second business day following that on which it is mailed. Any notice which the undersigned may wish to give you shall be served personally on the Manager or acting Manager of the Alberta Treasury Branch at the address specified on the first page of this guarantee.
19. This guarantee shall be construed in accordance with the laws of the Province of Alberta and in any action thereon the undersigned shall be estopped from denying the same; any judgment recovered in the Courts of such Province against any undersigned or his executors, administrators, legal personal representatives, successors and/or assigns shall be binding on him and them. The undersigned accepts and submits to the jurisdiction of the courts of the Province of Alberta in respect of this guarantee.
20. Any word herein contained importing the singular number shall include the plural and vice versa, and any word importing gender shall include the masculine, feminine and neuter gender, and any word importing a person shall include a corporation and a partnership and any entity, in each case as the context requires or permits.
21. This guarantee and agreement on the part of the undersigned shall extend to and enure to your benefit and the benefit of your successors and assigns and shall be binding on the undersigned (jointly and severally if more than one hereunder) and on his (or on each of their) executors, administrators, legal personal representative, successors and assigns.
22. **POSTPONEMENT AND ASSIGNMENT OF CLAIMS:** All indebtedness, present and future, of the Customer to the undersigned (and each of the undersigned if more than one) together with each and every security therefore is hereby assigned

to you and postponed to the present and future debts and liabilities of the Customer to you, and all monies received from the Customer or for its account by the undersigned shall be by him received in trust for you, and forthwith upon receipt paid over to you until the Customer's debts and other liabilities to you are fully paid and satisfied, all without prejudice to and without in any way limiting or lessening the liability of the undersigned (or any of them if more than one) to you under this guarantee.

IN WITNESS WHEREOF the undersigned has executed the guarantee under seal, this 26 day of November, 2014.



Witness



YO SUP KIM

Witness

GAB BUN KIM

to you and postponed to the present and future debts and liabilities of the Customer to you, and all monies received from the Customer or for its account by the undersigned shall be by him received in trust for you, and forthwith upon receipt paid over to you until the Customer's debts and other liabilities to you are fully paid and satisfied, all without prejudice to and without in any way limiting or lessening the liability of the undersigned (or any of them if more than one) to you under this guarantee.

IN WITNESS WHEREOF the undersigned has executed the guarantee under seal, this 24 day of NOV, 2014.

Witness

Ryan Leatherston
Witness

YO SUP KIM

7/10/14
GAB BUN KIM

GUARANTEES ACKNOWLEDGEMENT ACT

Certificate of Notary Public

I hereby certify that

- 1. YO SUP KIM of Regina in the Province of Saskatchewan, the Guarantor in the guarantee dated the 26 day of November, 2014, made between YO SUP KIM, GAB BUN KIM and ALBERTA TREASURY BRANCHES, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that they had executed the guarantee;
- 2. I satisfied myself by examination of the above person that they are aware of the contents of the guarantee and understand it.

GIVEN at Edmonton in the Province of Alberta, this 26 day of November, 2014 under my hand and seal of office.

(Seal of Notary Public)

[Handwritten Signature]

A Notary Public in and for the Province of

STATEMENT OF GUARANTOR

I am the person named in this Certificate

DONALD J. MASSON
Barrister, Solicitor, Notary
#22G, 8723 - 82nd Ave. NW
Edmonton, AB T6C 0Y9
(780) 466-1175

[Handwritten Signature]

YO SUP KIM

(Guarantor to sign in presence of Notary Public)

GUARANTEES ACKNOWLEDGEMENT ACT

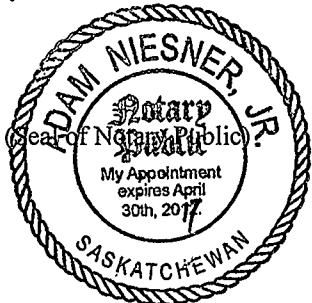
Certificate of Notary Public

I hereby certify that

1. GAB BUN KIM of Regina in the Province of Saskatchewan, the Guarantor in the guarantee dated the 24th day of NOVEMBER, 2014, made between YO SUP KIM, GAB BUN KIM and ALBERTA TREASURY BRANCHES, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that they had executed the guarantee;

2. I satisfied myself by examination of the above person that they are aware of the contents of the guarantee and understand it.

GIVEN at City of Regina in the Province of Saskatchewan, this 24th day of NOVEMBER, 2014 under my hand and seal of office.



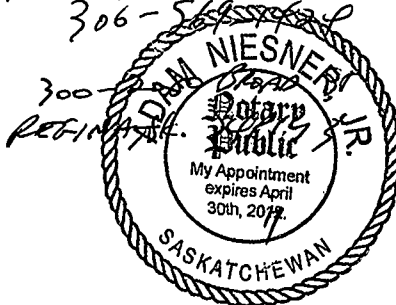
Handwritten signature of Adam Niesner, Jr. and text: A Notary Public in and for the Province of Saskatchewan, Expires: April 30th/17, 306-569-5729

STATEMENT OF GUARANTOR

I am the person named in this Certificate

Handwritten signature of GAB BUN KIM

GAB BUN KIM (Guarantor to sign in presence of Notary Public)



THIS IS **EXHIBIT "D"** REFERRED TO IN THE
AFFIDAVIT OF BRIAN SPILCHEN.

SWORN BEFORE ME THIS 19 DAY OF
JULY, 2021.



A Commissioner for Oaths in and for the Province
of Alberta

COLLEEN ELIZABETH JILL KONKIN
Student-at-Law

COLLEEN ELIZABETH JILL KONKIN
A Commissioner for Oaths/Notary Public
In and for the Province of Alberta



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0032 250 110 0721242;10 142 393 069

LEGAL DESCRIPTION
CONDOMINIUM PLAN 0721242
UNIT 10
AND 132 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;1;49;25;SE

MUNICIPALITY: CITY OF LLOYDMINSTER

REFERENCE NUMBER: 072 290 486

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
142 393 069	19/11/2014	TRANSFER OF LAND	\$223,500	\$223,500

OWNERS
732482 ALBERTA LTD.
OF 1662 WASCANA HIGHLANDS
REGINA
SASKATCHEWAN S4V 2K7

ENCUMBRANCES, LIENS & INTERESTS		
REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
052 298 467	21/07/2005	UTILITY RIGHT OF WAY GRANTEE - THE CITY OF LLOYDMINSTER. AS TO PORTION OR PLAN:0523825
182 052 996	05/03/2018	MORTGAGE MORTGAGEE - CALVERT HOME MORTGAGE INVESTMENT CORPORATION. 130, 4029-8 STREET SE CALGARY

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

ALBERTA T2G3A5

ORIGINAL PRINCIPAL AMOUNT: \$73,000

182 052 997 05/03/2018 CAVEAT
RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - CALVERT HOME MORTGAGE INVESTMENT
CORPORATION.
130, 4029-8 STREET SE
CALGARY
ALBERTA T2G3A5
AGENT - ERIC ROUNCE

212 056 739 05/03/2021 MORTGAGE
MORTGAGEE - ATB FINANCIAL.
SUITE 600, 585 8TH AVE SW
CALGARY
ALBERTA T2P1G1
ORIGINAL PRINCIPAL AMOUNT: \$223,500

* ADDITIONAL REGISTRATIONS MAY BE SHOWN ON THE CONDOMINIUM ADDITIONAL
PLAN SHEET

TOTAL INSTRUMENTS: 004

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 14 DAY OF JULY,
2021 AT 01:49 P.M.

ORDER NUMBER: 42149852

CUSTOMER FILE NUMBER:



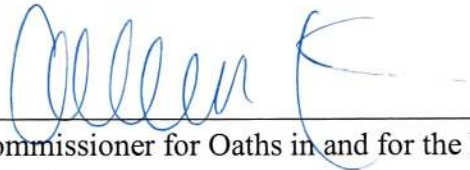
END OF CERTIFICATE

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

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

THIS IS **EXHIBIT "E"** REFERRED TO IN THE
AFFIDAVIT OF BRIAN SPILCHEN.

SWORN BEFORE ME THIS 19 DAY OF
JULY, 2021.



A Commissioner for Oaths in and for the Province
of Alberta

COLLEEN ELIZABETH JILL KONKIN
Student-at-Law

COLLEEN ELIZABETH JILL KONKIN
A Commissioner for Oaths/Notary Public
In and for the Province of Alberta



LAND TITLE CERTIFICATE

S
 LINC SHORT LEGAL TITLE NUMBER
 0017 269 325 4847NY;49;38 142 416 954

LEGAL DESCRIPTION
 PLAN 4847NY
 BLOCK 49
 LOT 38
 EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
 ATS REFERENCE: 4;1;50;1;SW

MUNICIPALITY: CITY OF LLOYDMINSTER

REFERENCE NUMBER: 032 323 620

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
142 416 954	09/12/2014	TRANSFER OF LAND	\$8,750,000	\$8,750,000

OWNERS

732482 ALBERTA LTD.
 OF 5610 44 STREET
 LLOYDMINSTER
 ALBERTA T9V 0B6

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
142 416 955	09/12/2014	MORTGAGE MORTGAGEE - ALBERTA TREASURY BRANCHES. 11366 104 AVE EDMONTON ALBERTA T5K2W9 ORIGINAL PRINCIPAL AMOUNT: \$5,800,000
142 416 956	09/12/2014	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES

REGISTRATION

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

CAVEATOR - ALBERTA TREASURY BRANCHES.
2500,10303 JASPER AVE
EDMONTON
ALBERTA T5J3N6
AGENT - JAY F KRUSHELL

TOTAL INSTRUMENTS: 002

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 5 DAY OF JULY,
2021 AT 04:35 P.M.

ORDER NUMBER: 42076163

CUSTOMER FILE NUMBER: 38795-02792



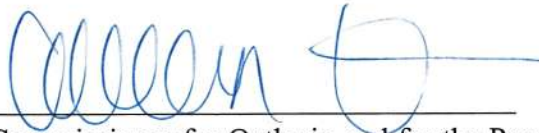
END OF CERTIFICATE

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

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

THIS IS **EXHIBIT "F"** REFERRED TO IN THE
AFFIDAVIT OF BRIAN SPILCHEN.

SWORN BEFORE ME THIS 19 DAY OF
JULY, 2021.



A Commissioner for Oaths in and for the Province
of Alberta

COLLEEN ELIZABETH JILL KONKIN
Student-at-Law

COLLEEN ELIZABETH JILL KONKIN
A Commissioner for Oaths/Notary Public
In and for the Province of Alberta

Search ID #: Z13995908

Transmitting Party

ELDOR-WAL REGISTRATIONS (1987) LTD.

1200, 10123 99 st NW
EDMONTON, AB T5J 3H1

Party Code: 50073881
Phone #: 780 429 5969
Reference #:

Search ID #: Z13995908

Date of Search: 2021-Jul-05

Time of Search: 16:32:11

Business Debtor Search For:

732482 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 #: Z13995908

Business Debtor Search For:

732482 ALBERTA LTD

Search ID #: Z13995908

Date of Search: 2021-Jul-05

Time of Search: 16:32:11

Registration Number: 97052801665

Registration Date: 1997-May-28

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2031-May-28 23:59:59

Exact Match on: Debtor No: 1

Amendments to Registration

02011428584	Renewal	2002-Jan-14
07040220712	Renewal	2007-Apr-02
12050325927	Renewal	2012-May-03
13043028784	Renewal	2013-Apr-30
14120214383	Amendment And Renewal	2014-Dec-02
15042007537	Amendment	2015-Apr-20

Debtor(s)**Block****Status**

Current

1 732482 ALBERTA LTD.
3555 CAXTON STREET
WHITECOURT, AB T7S1P4

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

Current

1 ALBERTA TREASURY BRANCHES - 07259
10665 JASPER AVENUE
EDMONTON, AB T5J3S9

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

1	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY	Current
2	PROCEEDS: ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY	Current

Search ID #: Z13995908

3 PROCEEDS:
ALL OF THE DEBTORS' PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY
INCLUDING: ACCOUNTS, CASH, CHATTEL PAPER, INTANGIBLES, GOODS,
INSURANCE PROCEEDS, DOCUMENTS OF TITLE, INSTRUMENTS, INVESTMENT
PROPERTY, MOTOR VEHICLES AND ALL OTHER SUBSTITUTIONS, RENEWALS,
ALTERATIONS OR PROCEEDS OF ANY TYPE OR KIND WHATSOEVER DERIVED
DIRECTLY OR INDIRECTLY FROM ANY DEALINGS WITH THE GENERAL
COLLATERAL
DESCRIBED ABOVE OR PROCEEDS THEREFROM.

Deleted By
15042007537

Search ID #: Z13995908

Business Debtor Search For:

732482 ALBERTA LTD

Search ID #: Z13995908

Date of Search: 2021-Jul-05

Time of Search: 16:32:11

Registration Number: 97052802325

Registration Type: LAND CHARGE

Registration Date: 1997-May-28

Registration Status: Current

Registration Term: Infinity

Exact Match on:

Debtor

No: 1

Debtor(s)

Block

Status

Current

1 732482 ALBERTA LTD.
3555 CAXTON STREET
WHITECOURT, AB T7S1P4

Secured Party / Parties

Block

Status

Current

1 ALBERTA TREASURY BRANCHES - 07259
10665 JASPER AVENUE
EDMONTON, AB T5J3S9

Search ID #: Z13995908

Business Debtor Search For:

732482 ALBERTA LTD

Search ID #: Z13995908

Date of Search: 2021-Jul-05

Time of Search: 16:32:11

Registration Number: 17112104879

Registration Type: SECURITY AGREEMENT

Registration Date: 2017-Nov-21

Registration Status: Current

Expiry Date: 2022-Nov-21 23:59:59

Inexact Match on: Debtor No: 1

Debtor(s)**Block****Status**

1 732482 ALBERTA LTD(DBA RAMADA
5610 44 ST
LLOYDMINSTER, AB T9V0B6

Current

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

1 HONDA CANADA FINANCE INC.
180 HONDA BLVD
MARKHAM, ON L6C0H9

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	2HKRW2H25JH101014	2018	HONDA CRV	MV - Motor Vehicle	Current

Search ID #: Z13995908

Business Debtor Search For:

732482 ALBERTA LTD

Search ID #: Z13995908

Date of Search: 2021-Jul-05

Time of Search: 16:32:11

Registration Number: 19042632305

Registration Type: SECURITY AGREEMENT

Registration Date: 2019-Apr-26

Registration Status: Current

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

Exact Match on: Debtor No: 1

Debtor(s)**Block****Status**

Current

1 732482 ALBERTA LTD.
5610 44TH STREET
LLOYDMINSTER, AB T9V 0B6

Block**Status**

Current

2 RAMADA INN
5610 44TH STREET
LLOYDMINSTER, AB T9V 0B6

Block**Status**

Current

3 LLOYDMINSTER RAMADA
5610 44TH STREET
LLOYDMINSTER, AB T9V 0B6

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

Current

1 BLUE CHIP LEASING CORPORATION
156 DUNCAN MILL RD, UNIT 16
TORONTO, ON M3B 3N2

Search ID #: Z13995908

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	ALL TELECOMMUNICATIONS EQUIPMENT OF EVERY NATURE OR KIND, FINANCED BY THE SECURED PARTY, AS LESSOR, TO THE DEBTOR , AS LESSEE, PURSUANT TO A SECURITY AGREEMENT LEASE NUMBER 58203(98565), AS AMENDED FROM TIME TO TIME, INCLUDING : OFFICE PHONE SYSTEM WITH 1-AX CONTROLLER,3-4 LS PLUS 12 ONS COMBO CARDS,2-3300 24 PORT ONSP CARDS,1-5540 IP CONSOLE, 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. PROCEEDS: ACCOUNTS, CHATTEL PAPER, GOODS, DOCUMENTS OF TITLE, INVENTORY, INSTRUMENTS, MONEY, INTANGIBLES AND SECURITIES (ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) AND INSURANCE PROCEEDS.	Current

Search ID #: Z13995908

Business Debtor Search For:

732482 ALBERTA LTD

Search ID #: Z13995908

Date of Search: 2021-Jul-05

Time of Search: 16:32:11

Registration Number: 20032026275

Registration Type: WRIT OF ENFORCEMENT

Registration Date: 2020-Mar-20

Registration Status: Current

Expiry Date: 2022-Mar-20 23:59:59

Issued in Edmonton Judicial Centre

Court File Number is 200305838

Judgment Date is 2020-Mar-16

This Writ was issued on 2020-Mar-16

Type of Judgment is Crown

Original Judgment Amount: \$79,787.59

Costs Are: \$0.00

Post Judgment Interest: \$0.00

Current Amount Owing: \$79,787.59

Exact Match on: Debtor No: 1

Solicitor / Agent

HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA
6TH FL WEST HAULTAIN BLDG; 9811 109 ST
EDMONTON, AB T5K 2L5

Phone #: 780 644 4230 Fax #: 780 644 4924

Email: tbf-r-ops-paralegal@gov.ab.ca

Debtor(s)

Block

Status

Current

1 732482 ALBERTA LTD.
5610 44 STREET
LLOYDMINSTER, AB T9V0B6

Creditor(s)

Block

Status

Current

1 HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA
6TH FL WEST HAULTAIN BLDG; 9811 109 ST
EDMONTON, AB T5K 2L5

Search ID #: Z13995908

Phone #: 780 644 4230 Fax #: 780 644 4924
Email: tbf-r-ops-paralegal@gov.ab.ca

Result Complete

THIS IS **EXHIBIT "G"** REFERRED TO IN THE
AFFIDAVIT OF BRIAN SPILCHEN.

SWORN BEFORE ME THIS 19 DAY OF
JULY, 2021.



A Commissioner for Oaths in and for the Province
of Alberta

COLLEEN ELIZABETH JILL KONKIN
Student-at-Law

COLLEEN ELIZABETH JILL KONKIN
A Commissioner for Oaths/Notary Public
In and for the Province of Alberta

City of Lloydminster

4420 50 Avenue
Lloydminster, AB T9V 0W2
Canada

TAX CERTIFICATE

Roll Number: 21107535000
Certificate #: 4548
Your File #: 38795-02792

Requested By

Eldor Wal Registrations
1200-10123 99 Street NW
Edmonton AB T5J 3H1

Municipal Address

5610 44 Street

Legal Description

Lot	Block	Plan
38	49	4847 NY

Statement of Current Taxes for 2021

Taxes Levied to Date	Special Charges	Penalty	Current Owing
\$29,871.56	\$0.00	\$0.00	\$31,925.96

Statement of Tax Arrears

Year	Taxes	Penalty	Outstanding
2020	\$18,898.65	\$2,978.90	\$21,877.55
2019	\$0.00	\$0.00	\$0.00
2018 & Prior	\$0.00	\$0.00	\$0.00

Total Taxes Owing and Billed at Date of Certification:

\$53,803.51

Penalties on current taxes are added at an increasing rate of 3%, 4% & 5% after July 25th, September 25th & November 25th respectively.

Penalties on tax arrears are added at a rate of 5% after January 25th, April 25th & September 25th.

Special Charges Breakdown

Code	Description	Amount	Expires
------	-------------	--------	---------

Additional Information

Previous Year Taxes Levied

2020 \$44,993.39

Water / Sewer Balance

\$2,213.82

Comments:

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

1. All arrears of taxes returned to this office and due against the property described herein.
2. The current amount of taxes levied to date on the real property described herein and the amount of current year's and prior year's taxes owing as at the date of certification
3. That no part of the lands described herein have been sold for taxes and no certificate of tax arrears has been registered against said lands unless specifically identified.

Certified as at: 7/5/2021



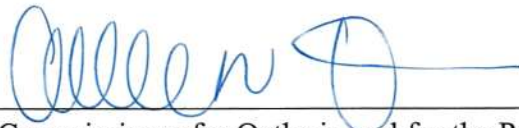
Treasurer

Qualifications

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

THIS IS **EXHIBIT "H"** REFERRED TO IN THE
AFFIDAVIT OF BRIAN SPILCHEN.

SWORN BEFORE ME THIS 19 DAY OF
JULY, 2021.



A Commissioner for Oaths in and for the Province
of Alberta

COLLEEN ELIZABETH JILL KONKIN
Student-at-Law

COLLEEN ELIZABETH JILL KONKIN
A Commissioner for Oaths/Notary Public
In and for the Province of Alberta

Reply to: David LeGeyt
 Direct Phone: (403) 260-0210
 Direct Fax: (403) 260-0332
 dlegeyt@bdplaw.com

Assistant: Annie Gillis-Tapp
 Direct Phone: 403-267-1611
 Our File: 38795-2792

Burnet,
 Duckworth
 & Palmer LLP
 Law Firm

VIA COURIER AND EMAIL (YOSUPKIM@HOTMAIL.COM)

March 4, 2020

732482 Alberta Ltd.
 5610 44 Street
 Lloydminster, AB T9V 0B6

220, 8723 82 Avenue
 Edmonton, AB T6C 0Y9

Dear Sirs/Madams:

Re: ATB Financial re: 732482 Alberta Ltd. ("732482")

We are counsel to ATB Financial ("**ATB**") in connection with a Commitment Letter dated July 26, 2016, as amended from time to time between ATB and 732482 (the "**Commitment Letter**"). Reference is also made to a general security agreement, mortgage and general assignment of rents and leases between ATB and 732482 (the "**Security**").

732482 is in default of the Commitment Letter and the Security, and all amounts owing to ATB under the Commitment Letter and Security are immediately due and payable. The defaults of 732482 include (i) a failure to provide annual evidence that all sums owing to tax and governmental authorities are up to date, (ii) a failure to confirm annually that property taxes are current, (iii) a failure to provide most recent quality assurance report conducted by the Ramada or a designate, (iv) a failure to remit all sums owing to tax and governmental authorities, (v) a failure to make scheduled payments to ATB in accordance with the Commitment Letter, and (vi) the ability of 732482 to repay the indebtedness owing to ATB is, or is about to be, impaired.

On behalf of ATB, we hereby demand repayment of all amounts due and owing by 732482 to ATB under the Commitment Letter and Security, namely the amount of \$5,085,866.73 as of February 27, 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 ATB for which 732482 will be responsible, until payment of all amounts owing is received by either certified cheque or bank draft at the following address:

9223755.4



ATB Financial
c/o Burnet, Duckworth & Palmer LLP
2400, 525-8 Avenue SW
Calgary, AB T2P 1G1

Attention: David LeGeyt

If full payment, as set forth above, is not received by close of business on March 16, 2020, ATB 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 ("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.

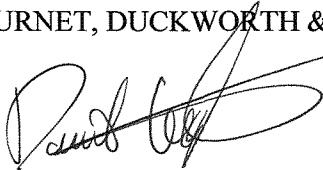
For your information, demands will be issued on the guarantors in respect of 732482's indebtedness.

Please note that ATB reserves the right to proceed against 732482: (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



David LeGeyt

DLG/agt
Encl.

cc: Muhammad Ashraf, ATB Financial (mashraf@atb.com)
Mike Rozak, ATB Financial (mrozak@atb.com)

FORM 86**NOTICE OF INTENTION TO ENFORCE SECURITY**

(Subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada))

To: 732482 Alberta Ltd., an insolvent person (the "**Debtor**")

TAKE NOTICE THAT:

1. ATB Financial ("**ATB**"), 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; and
 - (b) all proceeds of the foregoing collateral.
2. The security that is to be enforced is in the form of a general security agreement, mortgage and general assignment of rents and leases between ATB and 732482 (the "**Security**").
3. The total amount of indebtedness secured by the Security is, as of February 27, 2020, the sum of \$5,085,866.73, plus all accrued and accruing interest and legal costs.

ATB 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 4th day of March, 2020.

BURNET, DUCKWORTH & PALMER LLP,
solicitors and agents for ATB Financial

Per: 

David LeGeyt

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 ATB of the Security referred to herein.

DATED this _____ day of March, 2020.

732482 ALBERTA LTD.

Per: _____

Name:

Title:

Burnet,
Duckworth
& Palmer LLP
Law Firm

Reply to: David LeGeyt
Direct Phone: (403) 260-0210
Direct Fax: (403) 260-0332
dlegeyt@bdplaw.com

Assistant: Annie Gillis-Tapp
Direct Phone: (403) 267-1611
Our File: 38795-2792

VIA COURIER

March 4, 2020

Han Seung Yoo
8855 Erin Ave
Burnaby, BC V3N 4E8

1327 Winslow Avenue
Coquitlam, BC V3J 2G5

Dear Sir/Madam:

Re: ATB Financial re: 732482 Alberta Ltd. ("732482")

We are counsel to ATB Financial ("ATB") in connection with the credit facilities provided by our client to 732482, and the obligations outstanding between Han Seung Yoo and ATB, including pursuant to a Continuing Joint and Several Guarantee of the obligations of 732482.

732482 is in default of its obligations to ATB, and ATB has today demanded repayment from 732482 in the amount of \$5,085,866.73 as of February 27, 2020, plus all accrued and accruing interest and legal costs on a fully indemnity basis (the "**Indebtedness**"). You have guaranteed repayment of the Indebtedness up to the amount of \$1,500,000.00. Accordingly, ATB hereby demands repayment of these amounts by Han Seung Yoo in the amount of \$1,500,000.00 plus interest accruing as of the date hereof and costs in accordance with the guarantee by March 16, 2020.

The Indebtedness will continue to accrue interest at the rates agreed to and costs until payment of all amounts owing is received. Payment may be made by way of certified cheque or bank draft to the following address:

ATB Financial
c/o Burnet, Duckworth & Palmer LLP
2400, 525-8th Avenue SW
Calgary, AB T2P 1G1
Attention: David LeGeyt

If full payment, as set forth above, is not received by close of business on March 16, 2020, our client will take whatever steps it deems appropriate to seek repayment of such amounts. To this end we enclose for service upon you a Notice of Intention to Enforce Security ("**NOI**") in accordance with section 244 of the *Bankruptcy and Insolvency Act* (Canada).

Please note that ATB reserves the right to proceed against Han Seung Yoo: (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

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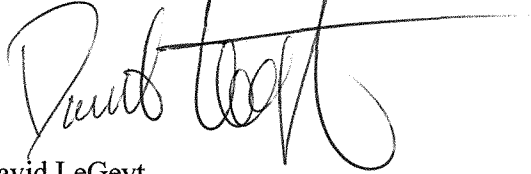


time after any dates stipulated above have passed, and in either case without the necessity of serving a new demand for payment.

If you have any questions, please contact the undersigned.

Yours truly,

BURNET, DUCKWORTH & PALMER LLP

A handwritten signature in black ink, appearing to read "David LeGeyt", written over a horizontal line.

David LeGeyt

DLG/rea

Encl.

cc: Muhammad Ashraf, ATB Financial (mashraf@atb.com)
Mike Rozak, ATB Financial (mrozak@atb.com)

FORM 86**NOTICE OF INTENTION TO ENFORCE SECURITY**

(Subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada))

To: Han Seung Yoo, an insolvent person (the "**Debtor**")

TAKE NOTICE THAT:

1. ATB Financial ("**ATB**"), 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; and
 - (b) all proceeds of the foregoing collateral.
2. The security that is to be enforced is in the form of a Continuing Joint and Several Guarantee (the "**Security**").
3. The total amount of indebtedness secured by the Security is, as of February 27, 2020, the sum of \$5,085,866.73, plus all accrued and accruing interest and legal costs.

ATB 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 Debtors consent to an earlier enforcement.

DATED at the City of Calgary, in the Province of Alberta, this 4th day of March, 2020.

BURNET, DUCKWORTH & PALMER LLP,
solicitors and agents for ATB Financial

Per: _____

David LeGeyt

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 ATB of the Security referred to herein.

DATED this _____ day of March, 2020.

Han Seung Yoo

Witness

Burnet,
Duckworth
& Palmer LLP
Law Firm

Reply to: David LeGeyt
Direct Phone: (403) 260-0210
Direct Fax: (403) 260-0332
diegeyt@bdplaw.com

Assistant: Annie Gillis-Tapp
Direct Phone: 403-267-1611
Our File: 38795-2792

VIA COURIER

March 4, 2020

Jai Hyun Yoo
1327 Winslow Avenue
Coquitlam, BC V3J 2G5

Dear Sir/Madam:

Re: ATB Financial re: 732482 Alberta Ltd. ("732482")

We are counsel to ATB Financial ("ATB") in connection with the credit facilities provided by our client to 732482, and the obligations outstanding between Jai Hyun Yoo and ATB, including pursuant to a Continuing Joint and Several Guarantee of the obligations of 732482.

732482 is in default of its obligations to ATB, and ATB has today demanded repayment from 732482 in the amount of \$5,085,866.73 as of February 27, 2020, plus all accrued and accruing interest and legal costs on a fully indemnity basis (the "**Indebtedness**"). You have guaranteed repayment of the Indebtedness up to the amount of \$1,500,000.00. Accordingly, ATB hereby demands repayment of these amounts by Jai Hyun Yoo in the amount of \$1,500,000.00 plus interest accruing as of the date hereof and costs in accordance with the guarantee by March 16, 2020.

The Indebtedness will continue to accrue interest at the rates agreed to and costs until payment of all amounts owing is received. Payment may be made by way of certified cheque or bank draft to the following address:

ATB Financial
c/o Burnet, Duckworth & Palmer LLP
2400, 525-8th Avenue SW
Calgary, AB T2P 1G1

Attention: David LeGeyt

If full payment, as set forth above, is not received by close of business on March 16, 2020, our client will take whatever steps it deems appropriate to seek repayment of such amounts. To this end we enclose for service upon you a Notice of Intention to Enforce Security ("**NOI**") in accordance with section 244 of the *Bankruptcy and Insolvency Act* (Canada).

Please note that ATB reserves the right to proceed against Jai Hyun Yoo: (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.

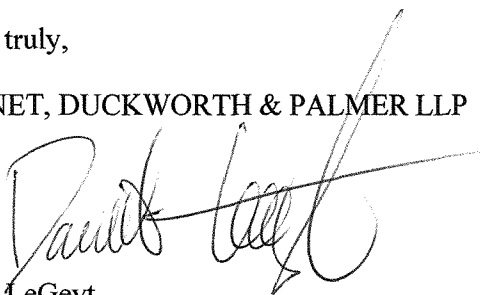
9235525.3



If you have any questions, please contact the undersigned.

Yours truly,

BURNET, DUCKWORTH & PALMER LLP

A handwritten signature in black ink, appearing to read "David LeGeyt", written over a horizontal line.

David LeGeyt

DLG/agt

Encl.

cc: Muhammad Ashraf, ATB Financial (mashraf@atb.com)
Mike Rozak, ATB Financial (mrozak@atb.com)

FORM 86**NOTICE OF INTENTION TO ENFORCE SECURITY**

(Subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada))

To: Jai Hyun Yoo, an insolvent person (the "**Debtor**")

TAKE NOTICE THAT:

1. ATB Financial ("**ATB**"), 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; and
 - (b) all proceeds of the foregoing collateral,
2. The security that is to be enforced is in the form of a Continuing Joint and Several Guarantee (the "**Security**").
3. The total amount of indebtedness secured by the Security is, as of February 27, 2020, the sum of \$5,085,866.73, plus all accrued and accruing interest and legal costs.

ATB 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 Debtors consent to an earlier enforcement.

DATED at the City of Calgary, in the Province of Alberta, this 4th day of March, 2020.

BURNET, DUCKWORTH & PALMER LLP,
solicitors and agents for ATB Financial

Per: _____

David LeGeyt

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 ATB of the Security referred to herein.

DATED this _____ day of March, 2020.

Jai Hyun Yoo

Witness

Burnet,
Duckworth
& Palmer LLP
Law Firm

Reply to: David LeGeyt
Direct Phone: (403) 260-0210
Direct Fax: (403) 260-0332
dlegeyt@bdplaw.com

Assistant: Annie Gillis-Tapp
Direct Phone: 403-267-1611
Our File: 38795-2792

VIA COURIER

March 4, 2020

Hye Young Yeo
4530 Brunswick Avenue
Windsor, ON N9G 3G7

Dear Sir/Madam:

Re: ATB Financial re: 732482 Alberta Ltd. ("732482")

We are counsel to ATB Financial ("ATB") in connection with the credit facilities provided by our client to 732482, and the obligations outstanding between Hye Young Yeo and ATB, including pursuant to a Continuing Joint and Several Guarantee of the obligations of 732482.

732482 is in default of its obligations to ATB, and ATB has today demanded repayment from 732482 in the amount of \$5,085,866.73 as of February 27, 2020, plus all accrued and accruing interest and legal costs on a fully indemnity basis (the "**Indebtedness**"). You have guaranteed repayment of the Indebtedness up to the amount of \$1,500,000.00. Accordingly, ATB hereby demands repayment of these amounts by Hye Young Yeo in the amount of \$1,500,000.00 plus interest accruing as of the date hereof and costs in accordance with the guarantee by March 16, 2020.

The Indebtedness will continue to accrue interest at the rates agreed to and costs until payment of all amounts owing is received. Payment may be made by way of certified cheque or bank draft to the following address:

ATB Financial
c/o Burnet, Duckworth & Palmer LLP
2400, 525-8th Avenue SW
Calgary, AB T2P 1G1

Attention: David LeGeyt

If full payment, as set forth above, is not received by close of business on March 16, 2020, our client will take whatever steps it deems appropriate to seek repayment of such amounts. To this end we enclose for service upon you a Notice of Intention to Enforce Security ("**NOI**") in accordance with section 244 of the *Bankruptcy and Insolvency Act* (Canada).

Please note that ATB reserves the right to proceed against Hye Young Yeo: (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.

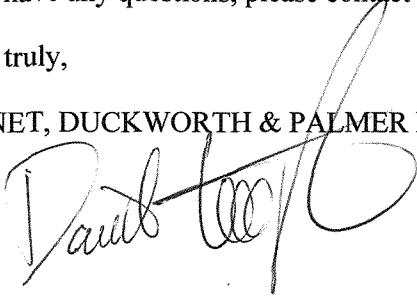
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If you have any questions, please contact the undersigned.

Yours truly,

BURNET, DUCKWORTH & PALMER LLP

A handwritten signature in black ink, appearing to read "David LeGeyt". The signature is written in a cursive style with a large, sweeping initial "D" and a long, horizontal stroke extending across the middle of the name.

David LeGeyt

DLG/agt
Encl.

cc: Muhammad Ashraf, ATB Financial (mashraf@atb.com)
Mike Rozak, ATB Financial (mrozak@atb.com)

FORM 86

NOTICE OF INTENTION TO ENFORCE SECURITY

(Subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada))

To: Hye Young Yeo, an insolvent person (the "**Debtor**")

TAKE NOTICE THAT:

1. ATB Financial ("**ATB**"), 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; and
 - (b) all proceeds of the foregoing collateral.
2. The security that is to be enforced is in the form of a Continuing Joint and Several Guarantee (the "**Security**").
3. The total amount of indebtedness secured by the Security is, as of February 27, 2020, the sum of \$5,085,866.73, plus all accrued and accruing interest and legal costs.

ATB 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 Debtors consent to an earlier enforcement.

DATED at the City of Calgary, in the Province of Alberta, this 4th day of March, 2020.

BURNET, DUCKWORTH & PALMER LLP,
solicitors and agents for ATB Financial

Per: 

David LeGeyt

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 ATB of the Security referred to herein.

DATED this _____ day of March, 2020.

Hye Young Yeo

Witness

Burnet,
Duckworth
& Palmer LLP
Law Firm

Reply to: David LeGeyt
Direct Phone: (403) 260-0210
Direct Fax: (403) 260-0332
dlegeyt@bdplaw.com

Assistant: Annie Gillis-Tapp
Direct Phone: 403-267-1611
Our File: 38795-2792

VIA COURIER

March 4, 2020

Jin Ok Yeo
4530 Brunswick Avenue
Windsor, ON N9G 3G7

Dear Sir/Madam:

Re: ATB Financial re: 732482 Alberta Ltd. ("732482")

We are counsel to ATB Financial ("ATB") in connection with the credit facilities provided by our client to 732482, and the obligations outstanding between Jin Ok Yeo and ATB, including pursuant to a Continuing Joint and Several Guarantee of the obligations of 732482.

732482 is in default of its obligations to ATB, and ATB has today demanded repayment from 732482 in the amount of \$5,085,866.73 as of February 27, 2020, plus all accrued and accruing interest and legal costs on a fully indemnity basis (the "**Indebtedness**"). You have guaranteed repayment of the Indebtedness up to the amount of \$1,500,000.00. Accordingly, ATB hereby demands repayment of these amounts by Jin Ok Yeo in the amount of \$1,500,000.00 plus interest accruing as of the date hereof and costs in accordance with the guarantee by March 16, 2020.

The Indebtedness will continue to accrue interest at the rates agreed to and costs until payment of all amounts owing is received. Payment may be made by way of certified cheque or bank draft to the following address:

ATB Financial
c/o Burnet, Duckworth & Palmer LLP
2400, 525-8th Avenue SW
Calgary, AB T2P 1G1

Attention: David LeGeyt

If full payment, as set forth above, is not received by close of business on March 16, 2020, our client will take whatever steps it deems appropriate to seek repayment of such amounts. To this end we enclose for service upon you a Notice of Intention to Enforce Security ("**NOI**") in accordance with section 244 of the *Bankruptcy and Insolvency Act* (Canada).

Please note that ATB reserves the right to proceed against Jin Ok Yeo: (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.

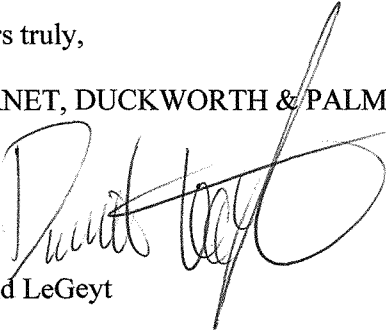
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If you have any questions, please contact the undersigned.

Yours truly,

BURNET, DUCKWORTH & PALMER LLP

A handwritten signature in black ink, appearing to read "David LeGeyt", written over the printed name and firm name.

David LeGeyt

DLG/agt
Encl.

cc: Muhammad Ashraf, ATB Financial (mashraf@atb.com)
Mike Rozak, ATB Financial (mrozak@atb.com)

FORM 86**NOTICE OF INTENTION TO ENFORCE SECURITY**

(Subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada))

To: Jin Ok Yeo, an insolvent person (the "**Debtor**")

TAKE NOTICE THAT:

1. ATB Financial ("**ATB**"), 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; and
 - (b) all proceeds of the foregoing collateral.
2. The security that is to be enforced is in the form of a Continuing Joint and Several Guarantee (the "**Security**").
3. The total amount of indebtedness secured by the Security is, as of February 27, 2020, the sum of \$5,085,866.73, plus all accrued and accruing interest and legal costs.

ATB 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 Debtors consent to an earlier enforcement.

DATED at the City of Calgary, in the Province of Alberta, this 4th day of March, 2020.

BURNET, DUCKWORTH & PALMER LLP,
solicitors and agents for ATB Financial

Per: _____

David LeGeyt

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 ATB of the Security referred to herein.

DATED this _____ day of March, 2020.

Jin Ok Yeo

Witness

Burnet,
Duckworth
& Palmer LLP
Law Firm

Reply to: David LeGeyt
Direct Phone: (403) 260-0210
Direct Fax: (403) 260-0332
dlegeyt@bdplaw.com

Assistant: April Cuncannon
Direct Phone: (403) 806-7868
Our File: 38795-2792

VIA COURIER

March 4, 2020

Se Jin Kim
7236, 197 Street
Langley, BC V2J 3R6

402, 3071 Glen Drive
Coquitlam, BC V3B 7B1

Dear Sir/Madam:

Re: ATB Financial re: 732482 Alberta Ltd. ("732482")

We are counsel to ATB Financial ("ATB") in connection with the credit facilities provided by our client to 732482, and the obligations outstanding between Se Jin Kim and ATB, including pursuant to a Continuing Joint and Several Guarantee of the obligations of 732482.

732482 is in default of its obligations to ATB, and ATB has today demanded repayment from 732482 in the amount of \$5,085,866.73 as of February 27, 2020, plus all accrued and accruing interest and legal costs on a fully indemnity basis (the "**Indebtedness**"). You have guaranteed repayment of the Indebtedness up to the amount of \$1,500,000.00. Accordingly, ATB hereby demands repayment of these amounts by Se Jin Kim in the amount of \$1,500,000.00 plus interest accruing as of the date hereof and costs in accordance with the guarantee by March 16, 2020.

The Indebtedness will continue to accrue interest at the rates agreed to and costs until payment of all amounts owing is received. Payment may be made by way of certified cheque or bank draft to the following address:

ATB Financial
c/o Burnet, Duckworth & Palmer LLP
2400, 525-8th Avenue SW
Calgary, AB T2P 1G1
Attention: David LeGeyt

If full payment, as set forth above, is not received by close of business on March 16, 2020, our client will take whatever steps it deems appropriate to seek repayment of such amounts. To this end we enclose for service upon you a Notice of Intention to Enforce Security ("**NOI**") in accordance with section 244 of the *Bankruptcy and Insolvency Act* (Canada).

Please note that ATB reserves the right to proceed against Se Jin Kim: (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

9235464.3



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 black ink, appearing to read "David LeGeyt", written over the printed name of the firm.

David LeGeyt

DLG/agt

Encl.

cc: Muhammad Ashraf, ATB Financial (mashraf@atb.com)
Mike Rozak, ATB Financial (mrozak@atb.com)

FORM 86

NOTICE OF INTENTION TO ENFORCE SECURITY

(Subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada))

To: Se Jin Kim, an insolvent person (the "**Debtor**")

TAKE NOTICE THAT:

1. ATB Financial ("**ATB**"), 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; and
 - (b) all proceeds of the foregoing collateral.
2. The security that is to be enforced is in the form of a Continuing Joint and Several Guarantee (the "**Security**").
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DATED at the City of Calgary, in the Province of Alberta, this 4th day of March, 2020.

BURNET, DUCKWORTH & PALMER LLP,
solicitors and agents for ATB Financial

Per: 

David LeGeyt

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 ATB of the Security referred to herein.

DATED this _____ day of March, 2020.

Se Jin Kim

Witness

Burnet,
Duckworth
& Palmer LLP
Law Firm

Reply to: David LeGeyt
Direct Phone: (403) 260-0210
Direct Fax: (403) 260-0332
dlegeyt@bdplaw.com

Assistant: Annie Gillis-Tapp
Direct Phone: (403) 267-1611
Our File: 38795-2792

VIA COURIER

March 4, 2020

Young Ok Kim
7236-197th Street
Langley, BC V2J 3R6

#402, 3071 Glen Drive
Coquitlam, BC V3B 7B1

Dear Sir/Madam:

Re: ATB Financial re: 732482 Alberta Ltd. ("732482")

We are counsel to ATB Financial ("ATB") in connection with the credit facilities provided by our client to 732482, and the obligations outstanding between Young Ok Kim and ATB, including pursuant to a Continuing Joint and Several Guarantee of the obligations of 732482.

732482 is in default of its obligations to ATB, and ATB has today demanded repayment from 732482 in the amount of \$5,085,866.73 as of February 27, 2020, plus all accrued and accruing interest and legal costs on a fully indemnity basis (the "**Indebtedness**"). You have guaranteed repayment of the Indebtedness up to the amount of \$1,500,000.00. Accordingly, ATB hereby demands repayment of these amounts by Young Ok Kim in the amount of \$1,500,000.00 plus interest accruing as of the date hereof and costs in accordance with the guarantee by March 16, 2020.

The Indebtedness will continue to accrue interest at the rates agreed to and costs until payment of all amounts owing is received. Payment may be made by way of certified cheque or bank draft to the following address:

ATB Financial
c/o Burnet, Duckworth & Palmer LLP
2400, 525-8th Avenue SW
Calgary, AB T2P 1G1
Attention: David LeGeyt

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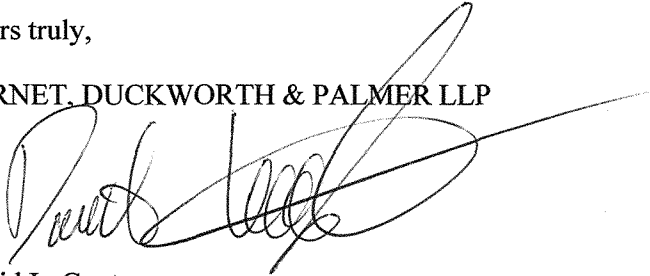


time after any dates stipulated above have passed, and in either case without the necessity of serving a new demand for payment.

If you have any questions, please contact the undersigned.

Yours truly,

BURNET, DUCKWORTH & PALMER LLP

A large, stylized handwritten signature in black ink, appearing to read 'David LeGeyt', is written over the printed name and firm name.

David LeGeyt

DLG/rea

Encl.

cc: Muhammad Ashraf, ATB Financial (mashraf@atb.com)
Mike Rozak, ATB Financial (mrozak@atb.com)

FORM 86**NOTICE OF INTENTION TO ENFORCE SECURITY**

(Subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada))

To: Young Ok Kim, an insolvent person (the "**Debtor**")

TAKE NOTICE THAT:

1. ATB Financial ("**ATB**"), 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; and
 - (b) all proceeds of the foregoing collateral.
2. The security that is to be enforced is in the form of a Continuing Joint and Several Guarantee (the "**Security**").
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DATED at the City of Calgary, in the Province of Alberta, this 4th day of March, 2020.

BURNET, DUCKWORTH & PALMER LLP,
solicitors and agents for ATB Financial

Per: 

David LeGeyt

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 ATB of the Security referred to herein.

DATED this _____ day of March, 2020.

Young Ok Kim

Witness

Burnet,
Duckworth
& Palmer LLP
Law Firm

Reply to: David LeGeyt
Direct Phone: (403) 260-0210
Direct Fax: (403) 260-0332
dlegeyt@bdplaw.com

Assistant: Annie Gillis-Tapp
Direct Phone: (403) 267-1611
Our File: 38795-2792

VIA COURIER

March 4, 2020

Sung Yeon Kim
#85-2979 Panorama Drive
Coquitlam, BC V3E 2E8

Dear Sir/Madam:

Re: ATB Financial re: 732482 Alberta Ltd. ("732482")

We are counsel to ATB Financial ("ATB") in connection with the credit facilities provided by our client to 732482, and the obligations outstanding between Sung Yeon Kim and ATB, including pursuant to a Continuing Joint and Several Guarantee of the obligations of 732482.

732482 is in default of its obligations to ATB, and ATB has today demanded repayment from 732482 in the amount of \$5,085,866.73 as of February 27, 2020, plus all accrued and accruing interest and legal costs on a fully indemnity basis (the "**Indebtedness**"). You have guaranteed repayment of the Indebtedness up to the amount of \$1,500,000.00. Accordingly, ATB hereby demands repayment of these amounts by Sung Yeon Kim in the amount of \$1,500,000.00 plus interest accruing as of the date hereof and costs in accordance with the guarantee by March 16, 2020.

The Indebtedness will continue to accrue interest at the rates agreed to and costs until payment of all amounts owing is received. Payment may be made by way of certified cheque or bank draft to the following address:

ATB Financial
c/o Burnet, Duckworth & Palmer LLP
2400, 525-8th Avenue SW
Calgary, AB T2P 1G1

Attention: David LeGeyt

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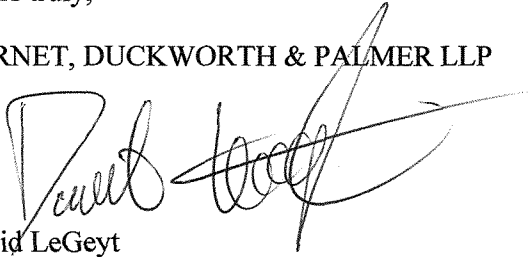
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If you have any questions, please contact the undersigned.

Yours truly,

BURNET, DUCKWORTH & PALMER LLP

A handwritten signature in black ink, appearing to read "David LeGeyt", with a long horizontal flourish extending to the right.

David LeGeyt

DLG/rea

Encl.

cc: Muhammad Ashraf, ATB Financial (mashraf@atb.com)
Mike Rozak, ATB Financial (mrozak@atb.com)

FORM 86

NOTICE OF INTENTION TO ENFORCE SECURITY

(Subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada))

To: Sung Yeon Kim, an insolvent person (the "**Debtor**")

TAKE NOTICE THAT:

1. ATB Financial ("**ATB**"), 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; and
 - (b) all proceeds of the foregoing collateral.
2. The security that is to be enforced is in the form of a Continuing Joint and Several Guarantee (the "**Security**").
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DATED at the City of Calgary, in the Province of Alberta, this 4th day of March, 2020.

BURNET, DUCKWORTH & PALMER LLP,
solicitors and agents for ATB Financial

Per: 

David LeGeyt

CONSENT AND WAIVER

THE UNDERSIGNED hereby:

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Waives the ten days of notice required under section 244 of the *Bankruptcy and Insolvency Act* (Canada); and

Consents to the immediate enforcement by ATB of the Security referred to herein.

DATED this _____ day of March, 2020.

Sung Yeon Kim

Witness

Burnet,
Duckworth
& Palmer LLP
Law Firm

Reply to: David LeGeyt
Direct Phone: (403) 260-0210
Direct Fax: (403) 260-0332
dlegeyt@bdplaw.com

Assistant: April Cuncannon
Direct Phone: (403) 806-7868
Our File: 38795-2792

VIA COURIER

March 4, 2020

Ok Soon Kim
#85-2979 Panorama Drive
Coquitlam, BC V3E 2E8

Dear Sir/Madam:

Re: ATB Financial re: 732482 Alberta Ltd. ("732482")

We are counsel to ATB Financial ("ATB") in connection with the credit facilities provided by our client to 732482, and the obligations outstanding between Ok Soon Kim and ATB, including pursuant to a Continuing Joint and Several Guarantee of the obligations of 732482.

732482 is in default of its obligations to ATB, and ATB has today demanded repayment from 732482 in the amount of \$5,085,866.73 as of February 27, 2020, plus all accrued and accruing interest and legal costs on a fully indemnity basis (the "**Indebtedness**"). You have guaranteed repayment of the Indebtedness up to the amount of \$1,500,000.00. Accordingly, ATB hereby demands repayment of these amounts by Ok Soon Kim in the amount of \$1,500,000.00 plus interest accruing as of the date hereof and costs in accordance with the guarantee by March 16, 2020.

The Indebtedness will continue to accrue interest at the rates agreed to and costs until payment of all amounts owing is received. Payment may be made by way of certified cheque or bank draft to the following address:

ATB Financial
c/o Burnet, Duckworth & Palmer LLP
2400, 525-8th Avenue SW
Calgary, AB T2P 1G1

Attention: David LeGeyt

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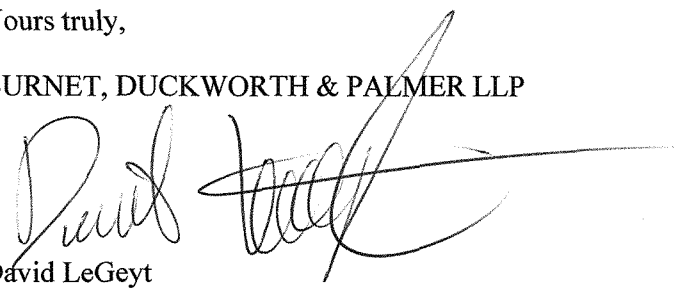
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If you have any questions, please contact the undersigned.

Yours truly,

BURNET, DUCKWORTH & PALMER LLP

A handwritten signature in black ink, appearing to read "David LeGeyt", with a long horizontal flourish extending to the right.

David LeGeyt

DLG/agt
Encl.

cc: Muhammad Ashraf, ATB Financial (mashraf@atb.com)
Mike Rozak, ATB Financial (mrozak@atb.com)

FORM 86**NOTICE OF INTENTION TO ENFORCE SECURITY**

(Subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada))

To: Ok Soon Kim, an insolvent person (the "**Debtor**")

TAKE NOTICE THAT:

1. ATB Financial ("**ATB**"), 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; and
 - (b) all proceeds of the foregoing collateral.
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ATB 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 Debtors consent to an earlier enforcement.

DATED at the City of Calgary, in the Province of Alberta, this 4th day of March, 2020.

BURNET, DUCKWORTH & PALMER LLP,
solicitors and agents for ATB Financial

Per: 

David LeGeyt

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 ATB of the Security referred to herein.

DATED this _____ day of March, 2020.

Ok Soon Kim

Witness

Burnet,
Duckworth
& Palmer LLP
Law Firm

Reply to: David LeGeyt
Direct Phone: (403) 260-0210
Direct Fax: (403) 260-0332
dlegeyt@bdplaw.com

Assistant: Annie Gillis-Tapp
Direct Phone: (403) 267-1611
Our File: 38795-2792

VIA COURIER AND EMAIL (YOSUPKIM@HOTMAIL.COM)

March 4, 2020

Yo Sup Kim
1662 Wascana Highlands
Regina, SK S4V 2K7

Dear Sir/Madam:

Re: ATB Financial re: 732482 Alberta Ltd. ("732482")

We are counsel to ATB Financial ("ATB") in connection with the credit facilities provided by our client to 732482, and the obligations outstanding between Yo Sup Kim and ATB, including pursuant to a Continuing Joint and Several Guarantee of the obligations of 732482.

732482 is in default of its obligations to ATB, and ATB has today demanded repayment from 732482 in the amount of \$5,085,866.73 as of February 27, 2020, plus all accrued and accruing interest and legal costs on a fully indemnity basis (the "**Indebtedness**"). You have guaranteed repayment of the Indebtedness up to the amount of \$1,500,000.00. Accordingly, ATB hereby demands repayment of these amounts by Yo Sup Kim in the amount of \$1,500,000.00 plus interest accruing as of the date hereof and costs in accordance with the guarantee by March 16, 2020.

The Indebtedness will continue to accrue interest at the rates agreed to and costs until payment of all amounts owing is received. Payment may be made by way of certified cheque or bank draft to the following address:

ATB Financial
c/o Burnet, Duckworth & Palmer LLP
2400, 525-8th Avenue SW
Calgary, AB T2P 1G1

Attention: David LeGeyt

If full payment, as set forth above, is not received by close of business on March 16, 2020, our client will take whatever steps it deems appropriate to seek repayment of such amounts. To this end we enclose for service upon you a Notice of Intention to Enforce Security ("**NOI**") in accordance with section 244 of the *Bankruptcy and Insolvency Act* (Canada).

Please note that ATB reserves the right to proceed against Yo Sup Kim: (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.

9235417.3



If you have any questions, please contact the undersigned.

Yours truly,

BURNET, DUCKWORTH & PALMER LLP



David LeGeyt

DLG/rea

Encl.

cc: Muhammad Ashraf, ATB Financial (mashraf@atb.com)
Mike Rozak, ATB Financial (mrozak@atb.com)

FORM 86**NOTICE OF INTENTION TO ENFORCE SECURITY**

(Subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada))

To: Yo Sup Kim, an insolvent person (the "**Debtor**")

TAKE NOTICE THAT:

1. ATB Financial ("**ATB**"), 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; and
 - (b) all proceeds of the foregoing collateral.
2. The security that is to be enforced is in the form of a Continuing Joint and Several Guarantee (the "**Security**").
3. The total amount of indebtedness secured by the Security is, as of February 27, 2020, the sum of \$5,085,866.73, plus all accrued and accruing interest and legal costs.

ATB 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 Debtors consent to an earlier enforcement.

DATED at the City of Calgary, in the Province of Alberta, this 4th day of March, 2020.

BURNET, DUCKWORTH & PALMER LLP,
solicitors and agents for ATB Financial

Per: 

David LeGeyt

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 ATB of the Security referred to herein.

DATED this _____ day of March, 2020.

Yo Sup Kim

Witness

Burnet,
Duckworth
& Palmer LLP
Law Firm

Reply to: David LeGeyt
Direct Phone: (403) 260-0210
Direct Fax: (403) 260-0332
dlegeyt@bdplaw.com

Assistant: Annie Gillis-Tapp
Direct Phone: 403-267-1611
Our File: 38795-2792

VIA COURIER

March 4, 2020

Gab Bun Kim
1662 Wascana Highlands
Regina, SK S4V 2K7

Dear Sir/Madam:

Re: ATB Financial re: 732482 Alberta Ltd. ("732482")

We are counsel to ATB Financial ("ATB") in connection with the credit facilities provided by our client to 732482, and the obligations outstanding between Gab Bun Kim and ATB, including pursuant to a Continuing Joint and Several Guarantee of the obligations of 732482.

732482 is in default of its obligations to ATB, and ATB has today demanded repayment from 732482 in the amount of \$5,085,866.73 as of February 27, 2020, plus all accrued and accruing interest and legal costs on a fully indemnity basis (the "Indebtedness"). You have guaranteed repayment of the Indebtedness up to the amount of \$1,500,000.00. Accordingly, ATB hereby demands repayment of these amounts by Gab Bun Kim in the amount of \$1,500,000.00 plus interest accruing as of the date hereof and costs in accordance with the guarantee by March 16, 2020.

The Indebtedness will continue to accrue interest at the rates agreed to and costs until payment of all amounts owing is received. Payment may be made by way of certified cheque or bank draft to the following address:

ATB Financial
c/o Burnet, Duckworth & Palmer LLP
2400, 525-8th Avenue SW
Calgary, AB T2P 1G1

Attention: David LeGeyt

If full payment, as set forth above, is not received by close of business on March 16, 2020, our client will take whatever steps it deems appropriate to seek repayment of such amounts. To this end we enclose for service upon you a Notice of Intention to Enforce Security ("NOI") in accordance with section 244 of the *Bankruptcy and Insolvency Act* (Canada).

Please note that ATB reserves the right to proceed against Gab Bun Kim: (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.

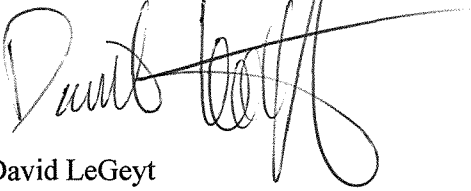
9235422.3



If you have any questions, please contact the undersigned.

Yours truly,

BURNET, DUCKWORTH & PALMER LLP

A handwritten signature in black ink, appearing to read "David LeGeyt", written over the printed name and firm name.

David LeGeyt

DLG/agt
Encl.

cc: Muhammad Ashraf, ATB Financial (mashraf@atb.com)
Mike Rozak, ATB Financial (mrozak@atb.com)

FORM 86**NOTICE OF INTENTION TO ENFORCE SECURITY**

(Subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada))

To: Gab Bun Kim, an insolvent person (the "**Debtor**")

TAKE NOTICE THAT:

1. ATB Financial ("**ATB**"), 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; and
 - (b) all proceeds of the foregoing collateral.
2. The security that is to be enforced is in the form of a Continuing Joint and Several Guarantee (the "**Security**").
3. The total amount of indebtedness secured by the Security is, as of February 27, 2020, the sum of \$5,085,866.73, plus all accrued and accruing interest and legal costs.

ATB 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 Debtors consent to an earlier enforcement.

DATED at the City of Calgary, in the Province of Alberta, this 4th day of March, 2020.

BURNET, DUCKWORTH & PALMER LLP,
solicitors and agents for ATB Financial

Per: _____

David LeGeyt

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 ATB of the Security referred to herein.

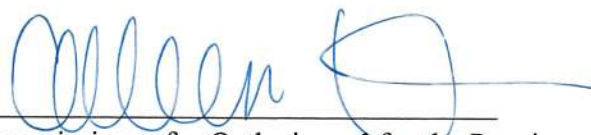
DATED this _____ day of March, 2020.

Gab Bun Kim

Witness

THIS IS **EXHIBIT "I"** REFERRED TO IN THE
AFFIDAVIT OF BRIAN SPILCHEN.

SWORN BEFORE ME THIS 19 DAY OF
JULY, 2021.



A Commissioner for Oaths in and for the Province
of Alberta

COLLEEN ELIZABETH JILL KONKIN
A Commissioner for Oaths/Notary Public
In and for the Province of Alberta

COLLEEN ELIZABETH JILL KONKIN
Student-at-Law

FORBEARANCE AGREEMENT

THIS FORBEARANCE AGREEMENT is made this 30th day of April, 2020.

AMONG:

ATB FINANCIAL
("ATB" or the "Lender")

- and -

732482 ALBERTA LTD.

(the "Borrower")

- and -

HAN SEUNG YOO

- and -

JAI HYUN YOO

- and -

HYE YOUNG YEO

- and -

JIN OK YEO

- and -

GAB BUN KIM

- and -

OK SOON KIM

- and -

SE JIN KIM

- and -

SUNG YEON KIM

- and -

YOUNG OK KIM

- and -

YO SUP KIM

(each a "**Guarantor**" and collectively, the "**Guarantors**")

WHEREAS:

- A. ATB extended credit facilities and related services to the Borrower pursuant to a commitment letter dated July 26, 2016, as amended from time to time between ATB and the Borrower (as amended, the "**Loan Agreement**"), collectively referred to in this Forbearance 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 ATB (the "**Obligations**"), the Borrower granted certain security in favour of ATB, as more particularly described in **Schedule "A"** (the "**Security**").
- C. The Loans are in default pursuant to the terms of the Loan Agreement and the Security.
- D. On or about March 4, 2020, ATB issued a notice of default to the Borrowers and concurrently issued demand for payment to the Borrowers (the "**Borrower Demand**").
- E. On or about March 4, 2020, ATB delivered to the Borrower a notice of its intention to enforce the Security pursuant to section 244 of the *Bankruptcy and Insolvency Act* (Canada) (a "**244 Notice**").
- F. As further security for the Obligations, the Guarantors have granted guarantees in favour of ATB as more particularly described in **Schedule "B"** (the "**Guarantees**").
- G. On or about March 4, 2020, ATB issued demand for payment to the Guarantors (the "**Guarantor Demands**") and together with the Borrower Demand, the "**Demands**").
- H. On or about March 4, 2020, ATB delivered 244 Notices to the Guarantors.
- I. ATB is prepared to forbear from exercising its rights and remedies and to forbear from enforcing the Security, subject to the terms of this Agreement.
- J. 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 ATB from the Borrower and the Guarantors and by the Borrower and the Guarantors from ATB, ATB, 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 ATB, the Borrower and the Guarantors, including, without limitation, the Loan Agreement, 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 Agreement or any other agreement between ATB, 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 ATB 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 Agreement has been duly and properly executed and is valid, binding, and enforceable in accordance with its 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 ATB, including without limitation the Obligations and the Indebtedness;
 - (e) without limitation, as at the opening of business on March 4, 2020, the aggregate amount of the borrowings by the Borrower under the Loans, inclusive of principal and interest, but exclusive of costs, was CAD\$5,085,866.73 (the "**Indebtedness**") and such amounts, together with the balance of the Obligations, remain outstanding to ATB, as more particularly described in **Schedule "C"**;
 - (f) without limitation, except as provided in this Agreement, ATB 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, ATB (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 its 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 ATB or any of its directors, officers, employees, representatives and agents.
- 2.4 The Borrower and Guarantors acknowledge receipt of the Demands and the 244 Notices.

ARTICLE 3 DEFAULTS

- 3.1 The Borrower has committed certain defaults under the Loan Agreement, including but not limited to:
- (a) the failure to provide annual evidence that all sums owing to tax and governmental authorities are up to date;
 - (b) the failure to confirm annually that all parties taxes are current;
 - (c) the failure to provide the most recent quality assurance report conducted by the franchisor (or its delegate) of the Hotel Lands;
 - (d) the failure to remit all sums owing to tax and governmental authorities;
 - (e) the failure to make scheduled payments to ATB in accordance with the Loan Agreement;
 - (f) the ability of the Borrower to repay the Indebtedness is, or is about to be, impaired; and
 - (g) ATB is of the opinion that there has been a material adverse change in the financial condition of the Borrower, and as such, the Borrower is in default of the Loan Agreement.

ARTICLE 4 COVENANTS AND AGREEMENTS

- 4.1 The Borrower covenants and agrees with ATB:
- (a) to comply with all reporting covenants under the Loan Agreement, including, but not limited to producing notice to reader financial statements for the fiscal year ending April 30, 2020 by 5:00 pm on August 28, 2020;
 - (b) to make monthly interest payments towards the Loan, effective August 31, 2020;
 - (c) to report to ATB on the twentieth day of each month during the Forbearance Period, or more frequent basis in the discretion of ATB, with respect to all efforts (and the results of all efforts) in relation to attempts by or on behalf of the Borrower to solicit interest from persons to:
 - (i) acquire all or any of the shares of the Borrower;
 - (ii) acquire all or any portion of the business or assets of the Borrower;
 - (iii) provide financing to repay the Indebtedness in full; or
 - (iv) inject capital by way of equity, loan or otherwise in favour of the Borrower;
 - (d) to explore and apply for all subsidies, programs and deferrals under the COVID-19 Economic Response Plan, including but not limited to those listed in Schedule "D";
 - (e) effective June 30, the Borrower will 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 by the Borrower to any municipality (as that term is defined in the *Municipal Government Act* (Alberta)) with respect to any real property subject to the Security; and
- (f) it shall provide to ATB, at the request of ATB, a certificate, in form and substance acceptable to ATB, certifying the current status of remittances and payments described in paragraph 4.1(e) hereof as of the date designated in the Lender's request.

4.2 Unless otherwise agreed to by ATB and the Borrower, the Borrower and 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 and the Guarantors;
- (c) refrain from destroying any of their property;
- (d) except with the consent of ATB, 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 ATB and postponed and subordinated to all of the Borrower's obligations in favour of ATB; 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 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:

- (a) to deliver to ATB by no later than May 22, 2020:
 - (i) certificate(s) in accordance with paragraph 4.1(f);
 - (ii) the most current regular review report prepared by the franchisor of the Hotel Lands;
 - (iii) evidence that the Hotel Lands are comprehensively insured in accordance with paragraph 4.4 hereof, in a form and content satisfactory to ATB in its sole discretion;
 - (iv) fully executed Form A – Application for Name Search with respect to the Borrower and each of the Guarantors, substantially in the form attached as **Schedule "E"**;
 - (v) a Consent Receivership Order in the form attached as **Schedule "F"** to be held trust by Burnet, Duckworth & Palmer LLP pursuant to the terms of this Agreement; and
 - (vi) an executed engagement letter with BDO Canada Ltd. with respect to its duties as Monitor (as defined below), substantially in the form attached as **Schedule "G"**;
- (b) by October 31, 2020 to reduce the Indebtedness to CAD\$0.00 including all legal fees payable by ATB pursuant to paragraph 13.7;

4.4 With respect to the Hotel Lands, the Borrower and the Guarantors hereby acknowledge, represent and agree that:

- (a) the Hotel Lands are currently, and will continue to be, comprehensively insured during the Forbearance Period at current amounts and that ATB is listed as the first-loss payee under any and all valid insurance policies held in respect of the Hotel Lands; and
- (b) they shall take all necessary steps at their cost to preserve and maintain the Hotel Lands, and shall be responsible for all fees, costs and expenses in relation to the Hotel Lands during the Forbearance Period, including but not limited to all amounts in relation to insurance, utilities, property taxes, maintenance and preservation.

4.5 ATB, the Borrower and the Guarantors acknowledge and agree that:

- (a) the Borrower shall list the Hotel Lands with an accredited realtor employed by CBRE Group Inc. (the "**Realtor**") satisfactory to ATB acting reasonably, and upon terms and conditions satisfactory to ATB acting reasonably, including but not limited to:
 - (i) the Realtor shall be authorized to communicate directly with ATB in respect of its engage and the listing of the Hotel Lands; and
 - (ii) all confidentiality as between the Borrower and the Realtor is waived in favour of ATB;

- (b) the Hotel Lands shall be listed for sale at a listing price satisfactory to ATB not later than May 31, 2020 or such other date as directed in writing by ATB, acting reasonably;
- (c) the Borrower shall provide to ATB a copy of any listing agreement, as pre-approved by ATB in accordance with article 4.5(a);
- (d) the Borrower shall not amend any listing agreement in respect of the Hotel Lands without the prior written consent of ATB acting reasonably;
- (e) within 24 hours of receipt by the Borrower, the Borrower shall provide any and all offers to purchase the Hotel Lands received during the Forbearance Period to ATB;
- (f) the Borrower shall not accept any offer to purchase the Hotel Lands without ATB's prior written approval, acting reasonably; and
- (g) the listing price for the Hotel Lands shall be reduced from time to time to a price recommended by the Realtor, and consented to by ATB.

4.6 The Borrower and the Guarantors each covenant and agree:

- (a) that there shall be no further defaults under the Loan Agreement or the Security;
- (b) to provide ATB with immediate notice of any defaults of which the Borrower or the Guarantors is aware under the Loan Agreement 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 Guarantor, or any of them, or all or any substantial part of the assets of any of them, or any similar relief shall be commenced without the consent of ATB; and
- (d) that, without the consent of ATB, no application seeking or extending any stay of proceedings shall occur, which would, in the assessment of ATB, to be determined in its absolute discretion acting reasonably, impact ATB's rights and remedies against the Borrower or the Guarantor.

ARTICLE 5 APPOINTMENT OF MONITOR

5.1 The Borrower and the Guarantors acknowledge and agree that ATB shall be entitled, in its sole discretion, to retain and appoint a monitor (the "**Monitor**") of ATB's sole and absolute choosing for the purpose of monitoring the business and affairs of the Borrower including, without limitation, the business, property, contracts, projects, business plans, disposition plans, restructuring plans, refinancing plans and viability of the Borrower in accordance with the following:

- (a) the monitoring engagement shall be of such nature as the Monitor shall deem advisable and may include any and all reviews, investigations, analyses, valuations and inspections as considered appropriate by the Monitor for the purpose of enabling the Monitor to conduct a business review and evaluation of the business, property, contracts, projects, business plans, disposition plans, restructuring plans, refinancing plans and viability of the Borrower, including, without limitation, an assessment of the prospects for the business of the Borrower, evaluation of the Security (including, without limitation a review and analysis of any encumbrances or charges in relation to any of the property secured by the Security), the valuation of any or all of the property owned or leased by the Borrower, an assessment of any reporting documents provided by the Borrower and Guarantors as provided by Article 7 hereof, and an assessment of the Borrower's plans and efforts for restructuring or for the sale or refinancing of all or any of the property of the Borrower or any portion of the business of the Borrower;
- (b) the Monitor shall report to ATB and make recommendations to ATB in relation to any matter reviewed, investigated, analyzed, valued and inspected. The Monitor shall make all reasonable efforts to ensure that the information and advice contained in any report to the ATB shall address any requirements of ATB as to form, substance and timeliness, provided that ATB shall not be entitled to direct the Monitor with respect to any opinion which may be inserted in any report by the Monitor;
- (c) the findings, analyses, recommendations and valuations provided by the Monitor (or such other third party as may be appointed pursuant to this Article 5 shall not be binding upon ATB and ATB shall be at liberty to disagree with all or any of such findings, analyses, recommendations and valuations or to seek additional or other input, analysis, review, investigation and valuation with respect to any matter referenced in any report of the Monitor to ATB;
- (d) any report or document prepared by the Monitor specifically for ATB shall become the property of ATB, although copies may at the option of ATB be released to the Borrower. The Monitor may in its discretion provide any draft factual portions of a report (as opposed to conclusions or recommendations) to the Borrower for its review prior to submission to ATB. The Monitor may ask the Borrower to confirm that the facts as stated are accurate in all material respects and that the Borrower is not aware of any material matters that have been excluded. The Borrower shall respond to the draft documentation within 48 hours of such documentation being provided to the Borrower. The Monitor is, however, under no obligation to change any report as a result of any comment or response of the Borrower (or as a result of the failure of the Borrower to provide a comment or response). Any reports prepared by the Monitor shall not be delivered by the Borrower, in whole or in part, or disclosed by the Borrower, in whole or in part, to any third party without the Monitor's prior written consent;
- (e) the Monitor is authorized with the prior approval of ATB to employ such agents, consultants, firms, employees, advisors and monitors including legal and professional advisors as it may in its discretion consider appropriate to carry out its mandate hereunder;
- (f) the Borrower shall promptly pay the Monitor for the services rendered by it and the disbursements incurred by it on a full indemnity basis. If the Borrower does not pay any account of the Monitor pursuant to this Agreement, ATB is entitled to pay such account and any such payment shall constitute an addition to the Indebtedness, the specific

allocation of which shall be in the absolute discretion of ATB and shall be secured by the Security and guaranteed by the Guarantees;

- (g) the Monitor is not the agent of ATB by this Agreement;
- (h) the Borrower shall not be entitled to dictate to ATB or the Monitor the means by which the Monitor carries on its duties hereunder;
- (i) the Monitor shall discharge its duties in a professional manner and it is acknowledged and agreed that the Monitor shall act only as a monitor in accordance with this Agreement and has no decision making responsibility or managerial authority over the affairs of the Borrower;
- (j) the Monitor shall not take possession or be deemed to be in possession of any of the property of the Borrower; and
- (k) the Borrower acknowledges that the Borrower remains solely responsible for the management, direction and conduct of its business and affairs and agrees that it will not hold out to any person that ATB or the Monitor is responsible for the management, direction or conduct of the business and affairs of the Borrower.

5.2 The Borrower and the Guarantors irrevocably agree to promptly:

- (a) provide the Monitor full and unrestricted access to all lands and buildings whether owned by the Borrower, leased by or to the Borrower or on which the Borrower otherwise carries on business or businesses;
- (b) provide to the Monitor all computer records, electronic transmissions, books, records, account documents, including financial statements, supporting notes, analyses, working papers and related documents requested by the Monitor;
- (c) provide to the Monitor any information which it requests and to instruct its financial advisors, joint venturers, employees, agents, accountants, auditors, consultants, customers, insurers and insurance adjusters to supply any such information;
- (d) provide to the Monitor any information, communications and documentation which has been communicated to or released by the Borrower to any other creditor or creditors, which communications and information are to be provided to the Monitor in a prompt and comprehensive manner;
- (e) report to the Monitor in a prompt and comprehensive manner any and all communications and information received from any other creditor or creditors to the Borrower from time to time and to provide, concurrent therewith any and all relevant documentation received by the Borrower in connection with such communications or information;
- (f) make available to the Monitor for inspection all purchase and sale agreements, contracts, documents, records, inventory and equipment;
- (g) provide to the Monitor any information necessary to assist the Monitor in locating inventory or equipment of the Borrower, whether owned or leased, and to instruct any person in the possession of such inventory or equipment to grant to the Monitor access to

such inventory or equipment and to the premises upon which such inventory or equipment is located so as to facilitate the discharge of the Monitor's duties hereunder;

- (h) cooperate with the Monitor in every way to facilitate the discharge of the Monitor's duties hereunder and not to withhold any information which may be relevant to the Monitor's review;
- (i) provide to the Monitor all information, including supporting documentation with respect to contracts, insurance claims, revenues, expenses, accounts receivable and the collection thereof and payables;
- (j) report to the Monitor on a bi-weekly or more frequent basis, in the discretion of the Monitor, with respect to all efforts (and the results of all efforts) in relation to attempts by or on behalf of the Borrower to solicit interest from persons to:
 - (i) acquire all or any of the shares of the Borrower;
 - (ii) acquire all or any portion of the business or assets of the Borrower;
 - (iii) provide financing to repay the Indebtedness in full; or
 - (iv) inject capital by way of equity, loan or otherwise in favour of the Borrower;
- (k) provide to the Monitor in a prompt and timely manner, copies of all documentation in the possession or control of the Borrower with respect to the efforts set out herein at paragraph 13(j), including, without limitation, confidential information memoranda, teasers, control sheets, offers, letters of intent or other related documentation;
- (l) execute a revised or supplemental standard form engagement letter of the Monitor (or any consent thereto) if requested to do so by the Monitor;
- (m) authorize any restructuring officer and any monitor or Trustee (appointed in any CCAA (defined below) or proposal proceedings) to provide full, prompt and complete disclosure to the Monitor of any and all information and documentation in their respective possession or control which information and documentation is requested by the Monitor in respect of the Borrower or any of its business, affairs, property and restructuring, refinancing or liquidation efforts; and
- (n) report to the Monitor on a daily basis all receipts, deposits, and all cash balances in all accounts of the Borrower with financial institutions.

5.3 The Monitor shall be entitled to, without consultation or authorization from the Borrower:

- (a) disclose and communicate to ATB, its agents or employees and professional advisors any confidential or other information or knowledge that the Monitor may acquire in its review;
- (b) disclose and communicate any confidential or other information or knowledge concerning the affairs or operations of the Borrower to the Monitor's employees, agents, consultants and professional advisors;

- (c) copy any document which may come into the Monitor's possession and the Monitor shall not be required to return or otherwise account to the Borrower for any copies made and the Monitor shall be at liberty to provide copies to ATB; and
 - (d) use such methods and techniques as the Monitor considers reasonably necessary to carry out its duties hereunder including, without limitation:
 - (i) contacting the Borrower, customers, partners, joint venturers, suppliers, purchasers, contractors, subcontractors, bonding companies, insurers, and others to confirm the status of contracts, negotiations, receivables, and other similar matters; and
 - (ii) contacting creditors or other persons with claims including, without limitation, the CRA and Workers' Compensation Board to confirm the status of accounts.
- 5.4 The Borrower and Guarantors release and indemnify the Monitor and its officers, directors, agents, consultants, servants and employees from any and all claims (save for claims arising as a result of gross negligence or wilful misconduct) that the Borrower and Guarantors may have or acquire against the Monitor as the result of any steps taken and any methods and techniques employed in accordance with this Agreement, notwithstanding that such steps, methods or techniques may have an adverse impact on the reputation of the Borrower in the business community.
- 5.5 The Borrower and the Guarantors agree that:
- (a) the Monitor may be appointed monitor, receiver, receiver/manager or trustee of the Borrower all in ATB' discretion notwithstanding its appointment as Monitor;
 - (b) the assignment of the Monitor in accordance with this Agreement shall not be performed to audit standards;
 - (c) the terms of this Agreement so far as they concern the Monitor may (in the discretion of ATB) be read in supplement to any prior engagement letter between ATB and the Monitor; and
 - (d) the Monitor will make all reasonable efforts to conduct and fulfill its duties in coordination with the Borrower's financial advisors.

ARTICLE 6 DISCRETION OF LENDER

- 6.1 ATB is not acting in a fiduciary capacity with respect to the Borrower or the Guarantor. Any exercise of any discretion by or on behalf of ATB shall be final and binding upon the Borrower and the Guarantors and may be exercised by ATB in its best interests, without regard to the interests of the Borrower or the Guarantor.

ARTICLE 7 REPAYMENT OF OBLIGATIONS / CONTINUED AVAILABILITY OF LOANS

- 7.1 Upon and subject to the terms of this Agreement, ATB will continue to make available to the Borrower the Loans until 5:00pm Calgary time on October 31, 2020 (the "**Forbearance Period**"),

which Forbearance Period may be extended on the written agreement of ATB (acting in its sole discretion) the Borrower and the Guarantor, on the following basis:

- (a) the Borrower and each Guarantors shall comply with each and every covenant set out in:
 - (i) this Agreement;
 - (ii) the Loan Agreement;
 - (iii) the Guarantee; and
 - (iv) the Security; and
- (b) concurrent with the execution of this Agreement, the Borrower shall pay to ATB the Forbearance Fee as further outlined in Article **Error! Reference source not found.** of this Agreement.

7.2 The Guarantors hereby undertake and guarantee that any payments required to bring the outstanding amount under the Loans in compliance with Article 7.1 herein shall be made.

ARTICLE 8 REPORTING, ACCESS TO INFORMATION, RETENTION OF CONSULTANTS

- 8.1 The Borrower and Guarantors covenant and agree to provide to ATB 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 ATB may request.
- 8.2 The Borrower and Guarantors agree to allow ATB 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 ATB for such access by ATB or its agents.
- 8.3 The Borrower and Guarantors agree and acknowledge that ATB is at liberty to engage such professional advisors, or other individuals or entities as ATB's agents as ATB may determine necessary or desirable, in its sole discretion.
- 8.4 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 ATB.
- 8.5 Notwithstanding the foregoing, the Borrower and Guarantors agree that ATB may pay the reasonable fees, disbursements, and costs of ATB's agents and thereafter debit the Borrower's accounts with ATB, thereby increasing the Indebtedness owing by ATB 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 ATB, and will be subject to the Security and the Loan Agreement.

ARTICLE 9
EVENTS OF DEFAULT

- 9.1 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 Agreement 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 ATB;
 - (c) if the Borrower fails to repay to ATB 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 ATB by the Borrower or the Guarantor, or any of them, in the Loan Agreement, 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 any of the Borrower or 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 ATB to be determined in its absolute discretion, acting reasonably, have an adverse impact on the Borrower or the Guarantor, or the Security, or any priority position of ATB 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 ATB has been provided to ATB;
 - (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 ATB), or for any other reason ATB 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 ATB consents in writing, is commenced;
 - (k) if any of the Borrower or the Guarantors commence, or in proceedings seek substantive relief with respect to any of the Borrower or the Guarantor, without the consent of ATB, 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 Guarantor, 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 any of the Borrower or the Guarantors (by any person other than ATB) 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 any of the Borrower or the Guarantor, the appointment of a trustee, interim receiver, receiver, receiver and manager, custodian, guardian, liquidator, provisional liquidator, administrator, sequestrator or other like official for any of the Borrower or the Guarantor, or all or any substantial part of the assets of the Borrower or the Guarantor, or any similar relief;
 - (m) if the Borrower or the Guarantors, or any of them, apply absent the consent of ATB to extend any stay of proceedings;
 - (n) if, in ATB'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 ATB in its sole and unfettered discretion;
 - (o) if the Borrower or the Guarantors defaults in any obligation to any person (other than ATB) which involves or may involve a sum exceeding \$20,000, and the default has not been cured within 7 days of the date the Borrower or such Guarantors 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.
- 9.2 If an Event of Default occurs, and notwithstanding any other provision hereof, each of the Borrower and the Guarantors acknowledges and agrees that ATB may immediately proceed to enforce any or all of its rights and remedies, including without limitation the Security, and each of the Borrower and the Guarantors acknowledges and agrees that ATB may take whatever steps it deems necessary or advisable to enforce the Security including, without limitation, the filing of the consent judgment and consent receivership order granted pursuant to the terms of this Agreement as permitted by law.

**ARTICLE 10
FORBEARANCE**

- 10.1 The forbearance of ATB'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 ATB including, but not limited to, the Loan Agreement, 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 ATB's opinion acting reasonably; or
 - (c) the expiry of the Forbearance Period.

**ARTICLE 11
RELEASE**

- 11.1 The Borrower and Guarantors each hereby:
- (a) release and forever discharge ATB 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) the Borrower or Guarantors 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 ATB 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 ATB has not waived any of its rights in respect of the Events of Defaults, as defined in the Loan Agreement, and expressly reserve its rights to rely on the Events of Defaults upon the occurrence of an Event of Default.

**ARTICLE 12
NOTICE**

- 12.1 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 Agreement or the Security, including, but not limited to, the

service of any court documents, including commencement documents, 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 the Borrower and Guarantors:

5610 – 44 Street
Lloydminster, AB T9V 0B6

Attention: Yo Sup Kim
Fax: 1-780-778-3764
Email: ramadainnlloydminster@hotmail.com

- (b) for ATB:

ATB Financial
Suite 600, 525 – 8 Avenue SW
Calgary, AB T2P 1G1

Attention: Muhammad Ashraf
Fax: (403) 826-5270
Email: mashraf@ATB.com

- (c) with a copy to:

Burnet, Duckworth & Palmer LLP
Barristers and Solicitors
2400, 525 – 8th Avenue SW
Calgary, AB T2P 1G1

Attention: David LeGeyt
Fax: (403) 260-0332
Email: dlegeyt@bdplaw.com

- 12.2 The parties are entitled to rely upon the accuracy of the names, address and fax numbers set out herein unless and until notice of change shall be received by each party.

ARTICLE 13 MISCELLANEOUS

- 13.1 **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 Guarantors (collectively, the "**Debtors' Stakeholders**"), and the Borrower or

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 Guarantor.

- 13.2 **Independence.** The Borrower and 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 and 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.
- 13.3 **Further Acts.** Each of the Borrower and the Guarantors agrees to promptly do, make, execute and deliver all such further acts, documents and instruments as ATB may reasonably require to allow ATB to enforce any of its rights under this Agreement and to give effect to the intention of this Agreement.
- 13.4 **Binding Effect.** Each of the Borrower and 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 Guarantor.
- 13.5 **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).
- 13.6 **Costs of Preparation.** The Borrower covenants and agrees that this Agreement shall be subject to documentation by ATB's legal counsel, all costs of which shall be for the account of the Borrower.
- 13.7 **Legal Costs.** The Borrower, the Guarantors and ATB agree that all legal costs on a solicitor and his own client full indemnity basis incurred by ATB with respect to its dealings with the Borrower and the Guarantors shall be added to the Loans and allocated in the absolute discretion of ATB, and are secured by the Security and guaranteed by the Guarantees.
- 13.8 **Independent Legal Advice.** Each of the Borrower and the Guarantors agree 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.
- 13.9 **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.
- 13.10 **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 Agreement and the Security.

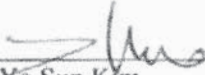
- 13.11 **Currency.** All references in this Agreement to currency are to Canadian currency unless expressly stated otherwise.
- 13.12 **Severability.** If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability 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.
- 13.13 **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 Agreement or the Security.
- 13.14 **Headings.** The headings contained in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
- 13.15 **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.
- 13.16 **Assignment.** This Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors and assigns.
- 13.17 **Effective Date.** This Agreement shall be deemed effective as of the date first written above.
- 13.18 **Further Costs.** If the Borrower or Guarantors fails 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 Agreement 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 pages follow]

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the parties hereto.

732482 ALBERTA LTD.

Per: _____


Name: Yo Sup Kim
Title: Director

ATB FINANCIAL

Per: _____

Name: Muhammad Ashraf
Title: Director, Risk Advisory &
Management

Per: _____

Name: Mike Rozak
Title: Associate Director, Risk Advisory &
Management

The Guarantors hereby acknowledge 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.

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the parties hereto.


732482 ALBERTA LTD.

Per:

Name: Yo Sup Kim
Title: Director

ATB FINANCIAL

Per:




Name: Muhammad Ashraf
Title: Director, Risk Advisory &
Management


Per:



Name: Mike Rozak
Title: Associate Director, Risk Advisory &
Management

The Guarantors hereby acknowledge 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.

Per: 
Witness

Per: 
Name: **Gab Bun Kim**

Per: _____
Witness

Per: _____
Name: **Han Seung Yoo**

Per: _____
Witness

Per: _____
Name: **Hye Young Yeo**

Per: _____
Witness


Per: _____
Name: **Jai Hyun Yoo**


Per: _____
Witness

Per: _____
Name: **Jin Ok Yeo**

Per: _____
Witness


Per: _____
Name: **Gab Bun Kim**

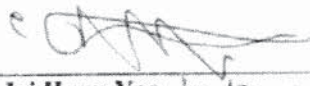
Per:  _____
Witness **PAUL B. CHOI**
Notary Public
JURIS NOTARY
315-9940 Lougheed Hwy
Burnaby, BC V3J 1N3
Permanent Commission
Tel: 604-416-0211 Fax: 604-416-0212
email: info@jurisnotary.com
Witnessed as to Execution
Only - No Advice Sought or Given

Per:  _____
Name: **Han Seung Yoo**

Per: _____
Witness

Per: _____
Name: **Hye Young Yeo**

Per:  _____
Witness **PAUL B. CHOI**
Notary Public
JURIS NOTARY
315-9940 Lougheed Hwy
Burnaby, BC V3J 1N3
Permanent Commission
Tel: 604-416-0211 Fax: 604-416-0212
email: info@jurisnotary.com
Witnessed as to Execution
Only - No Advice Sought or Given

Per:  _____
Name: **Jai Hyun Yoo, by his attorney**
Han Seung Yoo

Per: _____
Witness

Per: _____
Name: **Jin Ok Yeo**

Per: _____
Witness

Per: _____
Name: Gab Bun Kim

Per: _____
Witness

Per: _____
Name: Han Seung Yoo

Per: M. Kotylo
Witness
HEEZAN KOTYLO

Per: 김성영
Name: Hye Young Yeo

Per: _____
Witness

Per: _____
Name: Jai Hyun Yoo

Per: _____
Witness

Per: _____
Name: Jin Ok Yeo

Per: _____
Witness

Per: _____
Name: Gab Bun Kim

Per: _____
Witness

Per: _____
Name: Han Seung Yoo

Per: _____
Witness

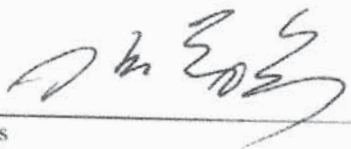
Per: _____
Name: Hye Young Yeo

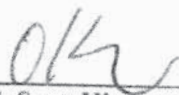
Per: _____
Witness

Per: _____
Name: Jai Hyun Yoo

Per: M. Kotylo
Witness
МЕЕЗРН КОТЯЛО

Per: Estu Yeo
Name: Jin Ok Yeo

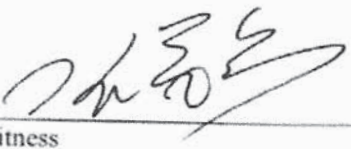
Per: 
Witness

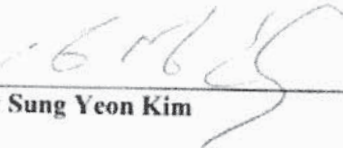
Per: 
Name: Ok Soon Kim

DONG SUK KIM
JURIS NOTARY
315-9940 Lougheed Hwy
Burnaby, BC V3J 1N3
A Commissioner for taking Affidavits
for the Province of British Columbia
Expiry Date: March 31, 2021

Per: Witness
Witnessed as to Execution
Only - No Advice Sought or Given

Per: _____
Name: Se Jin Kim

Per: 
Witness

Per: 
Name: Sung Yeon Kim

DONG SUK KIM
JURIS NOTARY
315-9940 Lougheed Hwy
Burnaby, BC V3J 1N3
A Commissioner for taking Affidavits
for the Province of British Columbia
Expiry Date: March 31, 2021

Per: Witness
Witnessed as to Execution
Only - No Advice Sought or Given


Per: _____
Name: Young Ok Kim

Per: _____
Witness

Per: _____
Name: Yo Sup Kim

Per: _____
Witness

Per: _____
Name: Ok Soon Kim

Per: 
Witness Young Ok Kim

Per: 
Name: Se Jih Kim


*Signed before me
at the city of Seoul in Korea
this 22nd day of May.*



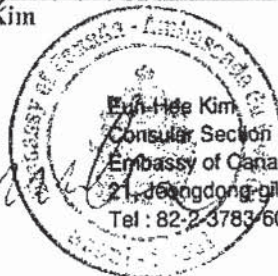
Per: _____
Witness

Per: _____
Name: Sung Yeon Kim

Per: 
Witness Se Jin Kim

Per: 
Name: Young Ok Kim

*Signed before me
at the city of Seoul in Korea
this 22nd day of May.*



Per: _____
Witness

Per: _____
Name: Yo Sup Kim

**The Embassy of Canada does not validate the content of this document.
L'ambassade du Canada ne valide pas le contenu du présent document.**

Per: _____
Witness

Per: _____
Name: **Ok Soon Kim**

Per: _____
Witness

Per: _____
Name: **Se Jin Kim**

Per: _____
Witness

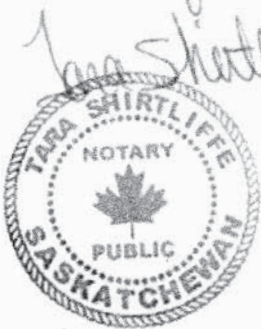
Per: _____
Name: **Sung Yeon Kim**

Per: _____
Witness

Per: _____
Name: **Young Ok Kim**

Per: *Tara Shirliffe*
Witness

Per: *Yo Sup Kim*
Name: **Yo Sup Kim**



AFFIDAVIT OF EXECUTION

CANADA
Province of SASKATCHEWAN Regina of the City of Regina
TOWNSHIP in the Province of SASKATCHEWAN
I, ROBERT JOZSA MAKE OATH AND SAY AS FOLLOWS:

- 1 That I was personally present and did see Gab Bun Kim, named in the written 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 Regina in the Province of SASKATCHEWAN and that I am the subscribing witness thereto.
- 3 That I know the said Gab Bun Kim and he is in my belief the full age of eighteen years.

SWORN BEFORE ME at the City of Regina,
in the Province of SASKATCHEWAN this this 13 day
of MAY, 2020

[Signature] KATEL
Symon

A Commissioner for Oaths in and for the
Province of SASKATCHEWAN

By Robert Jozsa
Name: ROBERT JOZSA



Robert J. Jozsa Notary Public
2225 14th Avenue
Regina SK Canada
S4P 0X9
(306) 526-5927

AFFIDAVIT OF EXECUTION

CANADA

Province of BC

TO WIT

I, Paul B. Choi, of the City of

Burnaby, in the Province of BC,

MAKE OATH AND SAY AS FOLLOWS:

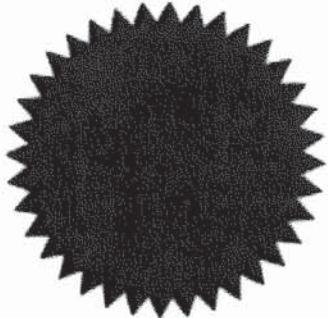
1. That I was personally present and did see Han Seung Yoo, named in the within instrument who is personally known to me to be the person named therein, sign and execute the same for the purpose named therein.
2. That the same was executed at the City of Burnaby in the Province of BC and that I am the subscribing witness thereto.
3. That I know the said Han Seung Yoo and he is in my belief the full age of eighteen years.

SWORN BEFORE ME at the City of Burnaby,)
in the Province of BC this this 7 day)
of May, 2020.)

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

[Signature])
Name: PAUL B. CHOI)
Notary Public)
JURIS NOTARY)
315-9940 Lougheed Hwy)
Burnaby, BC V3J 1N3)
Permanent Commission)
Tel: 604-416-0211 Fax: 604-416-0212)
email: info@jurisnotary.com)

ANN SOHYUN LEE
Notary Public
JURIS NOTARY
315-9940 Lougheed Hwy
Burnaby, BC V3J 1N3
Permanent Commission
Tel: 604-416-0211 Fax: 604-416-0212
email: info@jurisnotary.com



AFFIDAVIT OF EXECUTION

CANADA

Province of Ontario

TO WIT

I, Meezan Kalylo, of the City of Markham, in the Province of Ontario,

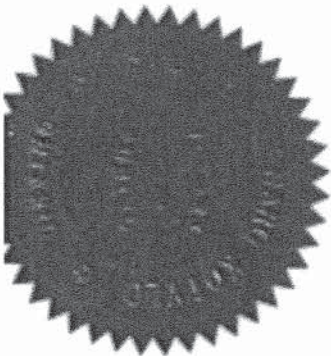
MAKE OATH AND SAY AS FOLLOWS:

- 1. That I was personally present and did see Hye Young Yeo, 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 Markham in the Province of Ontario and that I am the subscribing witness thereto.
- 3. That I know the said Hye Young Yeo and ^{is} he is in my belief the full age of eighteen years.

SWORN BEFORE ME at the City of Markham)
in the Province of Ontario this this 19 day)
of May, 2020.)

Stephen Leonard Kalylo)
A Commissioner for Oaths, in and for the)
Province of Ontario)

M. Kalylo)
Name: MEEZAN KALYLO)



AFFIDAVIT OF EXECUTION

CANADA

Province of BC

TO WIT

I, Paul B. Choi, of the City of

Burnaby, in the Province of BC,

MAKE OATH AND SAY AS FOLLOWS:


1. That I was personally present and did see Jai Hyun Yoo, 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, *by his attorney, Han Seung Yoo*
2. That the same was executed at the City of Burnaby in the Province of BC and that I am the subscribing witness thereto.
3. That I know the said Jai Hyun Yoo and he is in my belief the full age of eighteen years.

SWORN BEFORE ME at the City of Burnaby,)
in the Province of BC this this 7 day)
of May, 2020.)

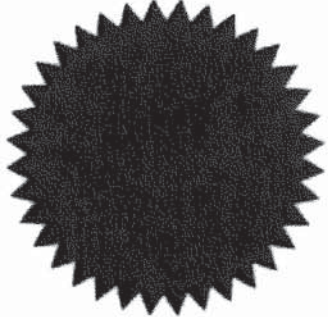


A Commissioner for Oaths in and for the)
Province of BC)

ANN SOHYUN LEE
Notary Public
JURIS NOTARY
315-9940 Lougheed Hwy
Burnaby, BC V3J 1N3
Permanent Commission
Tel: 604-416-0211 Fax: 604-416-0212
email: info@jurisnotary.com



Name: PAUL B. CHOI
Notary Public
JURIS NOTARY
315-9940 Lougheed Hwy
Burnaby, BC V3J 1N3
Permanent Commission
Tel: 604-416-0211 Fax: 604-416-0212
email: info@jurisnotary.com



AFFIDAVIT OF EXECUTION

CANADA

Province of Ontario

TO WIT

I, MELZAN KOTYSO, of the City of Markham, in the Province of Ontario.

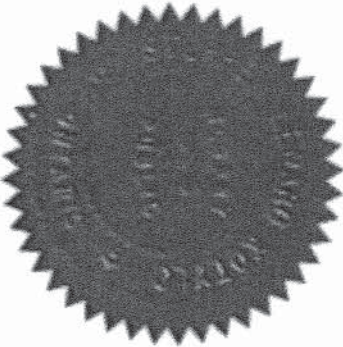
MAKE OATH AND SAY AS FOLLOWS:

- 1. That I was personally present and did see Jin Ok Yeo, 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 Markham in the Province of Ontario and that I am the subscribing witness thereto.
- 3. That I know the said Jin Ok Yeo and he is in my belief the full age of eighteen years.

SWORN BEFORE ME at the City of Markham in the Province of Ontario this this 19 day of May, 2020.

Stephen Edward Kotyso
A Commissioner for Oaths in and for the Province of Ontario

Name: MELZAN KOTYSO




AFFIDAVIT OF EXECUTION

CANADA
Province of BC
TO WIT

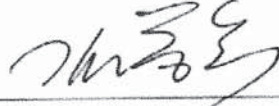
I, Dong Suk Kim, of the City of
Burnaby, in the Province of BC,
MAKE OATH AND SAY AS FOLLOWS:

1. That I was personally present and did see Ok Soon Kim, 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 Burnaby in the Province of BC and that I am the subscribing witness thereto.
3. That I know the said Ok Soon Kim and he is in my belief the full age of eighteen years.

SWORN BEFORE ME at the City of Burnaby,)
in the Province of BC this this 11 day)
of May, 2020.)



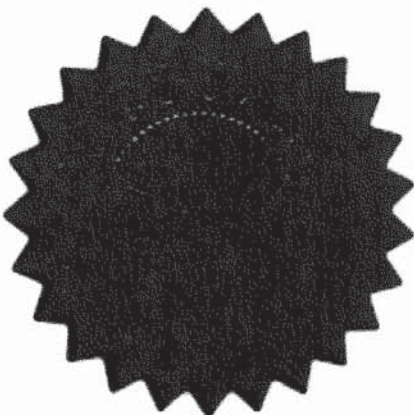
A Commissioner for Oaths in and for the)
Province of BC)



Name: _____

PAUL B. CHOI
Notary Public
JURIS NOTARY
315-9940 Lougheed Hwy
Burnaby, BC V3J 1N3
Permanent Commission
Tel: 604-416-0211 Fax: 604-416-0212
email: info@jurisnotary.com

DONG SUK KIM
JURIS NOTARY
315-9940 Lougheed Hwy
Burnaby, BC V3J 1N3
A Commissioner for taking Affidavits
for the Province of British Columbia
Expiry Date: March 31, 2021



AFFIDAVIT OF EXECUTION

I, Young^{ok} Kim, of the City of Vancouver, in the Province of B.C.

MAKE OATH AND SAY AS FOLLOWS:

1. That I was personally present and did see Se Jin Kim, 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 Seoul in the Province of Korea and that I am the subscribing witness thereto.
3. That I know the said Se Jin Kim and he is in my belief the full age of eighteen years.

SWORN BEFORE ME at the City of Seoul, Korea in the Province of N/A this this 22 day of May, 2020.

[Signature]



Eun-Hee Kim
Consular Section
Embassy of Canada, Seoul, Korea
21, Jeongdong-gil, Jung-gu, Seoul, 100-120
Tel : 82-2-3783-6000

[Signature]

Name: Young OK Kim

The Embassy of Canada does not validate the content of this document.
L'ambassade du Canada ne valide pas le contenu du présent document.


AFFIDAVIT OF EXECUTION

CANADA
Province of BC
TO WIT

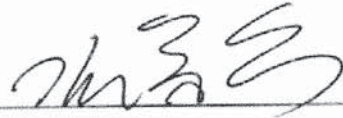
I, Dong Suk Kim, of the City of
Burnaby, in the Province of BC,
MAKE OATH AND SAY AS FOLLOWS:

1. That I was personally present and did see Sung Yeon Kim, 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 Burnaby in the Province of BC and that I am the subscribing witness thereto.
3. That I know the said Sung Yeon Kim and he is in my belief the full age of eighteen years.

SWORN BEFORE ME at the City of Burnaby,)
in the Province of BC this this 17 day)
of May, 2020.)



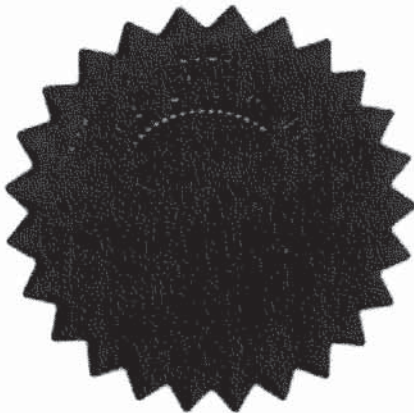
A Commissioner, for Oaths in and for the)
Province of BC)



Name: _____)

PAUL B. CHOI
Notary Public
JURIS NOTARY
315-9940 Lougheed Hwy
Burnaby, BC V3J 1N3
Permanent Commission
Tel: 604-418-0211 Fax: 604-418-0212
email: info@jurisnotary.com

DONG SUK KIM
JURIS NOTARY
315-9940 Lougheed Hwy
Burnaby, BC V3J 1N3
A Commissioner for taking Affidavits
for the Province of British Columbia
Expiry Date: March 31, 2021



AFFIDAVIT OF EXECUTION

I, SE JIN KIM, of the City of Vancouver, in the Province of B.C.

MAKE OATH AND SAY AS FOLLOWS:

1. That I was personally present and did see Young Ok Kim, 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 Seoul in the Province of Korea and that I am the subscribing witness thereto.
3. That I know the said Young Ok Kim and he is in my belief the full age of eighteen years.

SWORN BEFORE ME at the City of Seoul, Korea
in the Province of _____ this this 20 day
of May, 2020.

Eun-Hee Kim
Consular Section
Embassy of Canada, Seoul, Korea
21, Jeongdong-gil, Jung-gu, Seoul, 100-120
Tel : 82-2-3783-6000

 Name: Se Jin Kim

The Embassy of Canada does not validate the content of this document.
L'ambassade du Canada ne valide pas le contenu du présent document.

AFFIDAVIT OF EXECUTION

CANADA

Province of AB

TO WIT

I, MARIA TERESA LACRAMANA, of the City of Lloydminster, in the Province of Alberta,

MAKE OATH AND SAY AS FOLLOWS:

- 1. That I was personally present and did see Yo Sup Kim, 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 Lloydminster in the Province of Alberta and that I am the subscribing witness thereto.
- 3. That I know the said Yo Sup Kim and he is in my belief the full age of eighteen years.

SWORN BEFORE ME at the City of Lloydminster in the Province of Alberta this this 12 day of May, 2020

TARA SHIRTLIFFE
A Notary Public in and for the Province of Saskatchewan.
My appointment expires July 31, 2024

A Commissioner for Oaths in and for the Province of _____

[Signature]
Name: Maria Teresa Lacramana



AFFIDAVIT VERIFYING
SIGNING AUTHORITY

I, Yo Sup Kim of the City of Regina, in the Province of SK, make oath and say:

1. I am a director of 7322482 Alberta Ltd. named in the within agreement.
2. I am authorized by 7322482 Alberta Ltd. to execute the within document.

SWORN BEFORE ME at the City of Weyburn in the Province of SK this this 12 day of May, 2020

TARA SHIRTLIFFE
A Notary Public in and for the Province of Saskatchewan
My appointment expires July 31, 2024

A Commissioner for Oaths in and for the Province of SK

Yo Sup Kim



SCHEDULE "A"
BORROWER SECURITY

1. General Security Agreement dated November 26, 2014.
2. A mortgage registered in the Alberta Land Titles Office as instrument no. 142 416 955 against the real property legally described as:

LEGAL DESCRIPTION
PLAN 4847NY
BLOCK 49
LOT 38
EXCEPTING THEREOUT ALL MINES AND MINERALS

(the "**Hotel Lands**").

3. An assignment of rents and leases registered in the Alberta Land Titles Office as instrument no. 142 416 956 against the Hotel Lands.

SCHEDULE "B"
GUARANTEES

1. Han Seung Yoo dated November 25, 2014.
2. Han Seung Yoo dated April 14, 2015.
3. Jai Hyun Yoo dated November 24, 2014.
4. Hye Young Yeo and Jin Ok Yeo dated November 25, 2014.
5. Se Jin Kim and Young Ok Kim dated November 25, 2014.
6. Sung Yeon Kim and Ok Soon Kim dated November 24, 2014.
7. Yo Sup Kim and Gab Bun Kim dated November 24, 2014.

**SCHEDULE "C"
INDEBTEDNESS**

Facility	Principal	Interest	Amount Outstanding	Per Diem
725- 26007492600	\$100,000.00	\$455.93	\$100,455.93	17.76
725- 26007911100	\$509,322.77	\$856.50	\$510,179.27	\$95.17
725- 26007919700	\$4,385,419.87	\$22,124.14	\$4,407,544.01	\$819.41
725- 33665670600	\$39,602.43	\$2,361.99	\$41,964.42	\$7.54
Business MasterCard	-	-	\$25,723.10	-
Total:			CAD \$5,085,866.73	
as of March 4, 2020, excluding costs				

SCHEDULE "D"
COVID-19 ECONOMIC RESPONSE PLAN

Federal

- Canada Emergency Wage Subsidy – 75% subsidy for employers with at least a 15% drop in revenues in March;
- Temporary 10% Wage Subsidy – eligible employers can reduce payroll deductions required to be remitted to the CRA for three months;
- Income tax deferral – all businesses may defer payment, until after Aug 31, of income taxes due between March 18 and September 2020;
- Sales tax deferral – businesses can defer payment of GST payments and customs duty owing from March 27 to May 31 until June 30;
- Canada Emergency Business Account – interest-free loans of up to \$40,000 and loan forgiveness of up to \$10,000 if repaid before Dec 31, 2020;
- Business Credit Availability Program – term loans of up to \$6.25 million through the program's co-lending and guaranteed loan option;
- Canada Emergency Commercial Rent Assistance program – will seek to provide loans to commercial property owners who will in turn lower or forgo rent for small businesses for April, May, and June; and
- Funding for regional development agencies - \$962 million will go to help smaller employers in rural areas that don't have access to traditional financial institutions.

Provincial

- Corporate income tax deferrals – Alberta corporate income tax balances and instalment payments due between March 18, 2020 and August 31, 2020 are deferred until August 31, 2020;
- Education property tax deferrals – collection of non-residential education property tax for businesses will be deferred for 6 months;
- Workers' Compensation Board ("**WCB**") premium payment deferral – businesses can defer WCB premium payments until 2021. The Provincial government will also cover 50% of the 2020 premium when it's due in 2021;
- Utility payment deferral – residential, farm and small commercial customers can defer electricity and natural gas bill payments until June 19, 2020; and
- Tourism levy deferral – hotel and other lodgings providers can delay paying the tourism levy until August 31, 2020 without accruing interest, for amounts that become due on or after March 27, 2020.

SCHEDULE "E"
FORM A
APPLICATION FOR NAME SEARCH

See Attached

LAND TITLES OFFICE NAME SEARCHCONSENT

To: Alberta Land Titles Office

Re: Consent of Han Seung Yoo

The undersigned hereby authorizes and consents to Burnet, Duckworth & Palmer LLP ("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. Han Seung Yoo

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 25 day of May, 2020

Per: 

Print Name: Han Seung Yoo

LAND TITLES OFFICE NAME SEARCH

CONSENT

To: Alberta Land Titles Office

Re: Consent of Jai Hyun Yoo, by his attorney, Han Seung Yoo

The undersigned hereby authorizes and consents to Burnet, Duckworth & Palmer LLP ("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

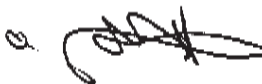
The name search is to be conducted in the name of:

1. Jai Hyun Yoo, by his attorney, Han Seung Yoo

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 25 day of May, 2020

Per: 

Print Name: Jai Hyun Yoo, by his attorney,
Han Seung Yoo

LAND TITLES OFFICE NAME SEARCHCONSENT

To: Alberta Land Titles Office

Re: Consent of HYE YOUNG YEO

The undersigned hereby authorizes and consents to Burnet, Duckworth & Palmer LLP ("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. Hye Young Yeo

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 19 day of May, 2020Per: 김예영Print Name: HYE YOUNG YEO

LAND TITLES OFFICE NAME SEARCHCONSENT

To: Alberta Land Titles Office

Re: Consent of Jinok Yeo

The undersigned hereby authorizes and consents to Burnet, Duckworth & Palmer LLP ("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. Jinok Yeo

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 19 day of May, 2020

Per: Eatin Yeo

Print Name: JINOK YEO

LAND TITLES OFFICE NAME SEARCHCONSENT

To: Alberta Land Titles Office

Re: Consent of Gab Bun Kim

The undersigned hereby authorizes and consents to Burnet, Duckworth & Palmer LLP ("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. Gab Bun Kim

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 23 day of May, 2020Per: Print Name: Gab Bun Kim

CONSENT

To: Alberta Land Titles Office

Re: Consent of OK Soon Kim

The undersigned hereby authorizes and consents to Burnet, Duckworth & Palmer LLP ("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. OK Soon Kim

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 25 day of May, 2020

Per: 

Print Name: OK Soon Kim

10155053.1

LAND TITLES OFFICE NAME SEARCHCONSENT

To: Alberta Land Titles Office

Re: Consent of Se Jin Kim

The undersigned hereby authorizes and consents to Burnet, Duckworth & Palmer LLP ("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. Se Jin Kim

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 26 day of May, 2020Per: Print Name: Se Jin Kim

LAND TITLES OFFICE NAME SEARCHCONSENT

To: Alberta Land Titles Office

Re: Consent of Sung Yeon Kim

The undersigned hereby authorizes and consents to Burnet, Duckworth & Palmer LLP ("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. Sung Yeon Kim

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 25 day of May, 2020Per: Print Name: Sung Yeon Kim

LAND TITLES OFFICE NAME SEARCHCONSENT

To: Alberta Land Titles Office

Re: Consent of Young OK Kim

The undersigned hereby authorizes and consents to Burnet, Duckworth & Palmer LLP ("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. Young OK Kim

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 26 day of May, 2020

Per: 

Print Name: Young OK Kim

CONSENT

To: Alberta Land Titles Office

Re: Consent of Yo Sup Kim

The undersigned hereby authorizes and consents to Burnet, Duckworth & Palmer LLP ("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

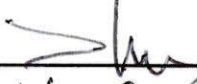
The name search is to be conducted in the name of:

1. Yo Sup Kim

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 23 day of May, 2020

Per: 
Print Name: Yo Sup Kim

LAND TITLES OFFICE NAME SEARCHCONSENT

To: Alberta Land Titles Office

Re: Consent of 732482 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: David LeGeyt, email: dlegeyt@bdplaw.com or fax: (403) 260-0332.

The name search is to be conducted in the name of:

1. 732482 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 2nd day of April, 2020.

June

732482 Alberta Ltd.

Per: _____

Print Name: Yosup Kim, Director

SCHEDULE "F"
CONSENT RECEIVERSHIP ORDER

See Attached

Clerk's Stamp:



COURT FILE NUMBER
 COURT
 JUDICIAL CENTRE OF
 APPLICANT:
 RESPONDENTS:

2001-
 COURT OF QUEEN'S BENCH OF ALBERTA
 CALGARY
 ATB FINANCIAL
 732482 ALBERTA LTD., HAN SEUNG YOO, JAI
 HYUN YOO, HYE YOUNG YEO, JIN OK YEO,
 GAB BUN KIM, OK SOON KIM, SE JIN KIM,
 SUNG YEON KIM, YOUNG OK KIM and YO SUP
 KIM

DOCUMENT

CONSENT RECEIVERSHIP ORDER

CONTACT INFORMATION OF
 PARTY FILING THIS DOCUMENT:

Burnet, Duckworth & Palmer LLP
 2400, 525 – 8 Avenue SW
 Calgary, Alberta T2P 1G1
 Lawyer: David LeGeyt / Ryan Algar
 Phone Number: (403) 260-0210 /0126
 Fax Number: (403) 260-0332
 Email Address: dlegeyt@bdplaw.com /
 ralgar@bdplaw.com
 File No. 55398-52

DATE ON WHICH ORDER WAS PRONOUNCED: _____, 2020

NAME OF JUDGE WHO MADE THIS ORDER: Justice

LOCATION OF HEARING: Calgary

UPON the application of ATB Financial ("ATB") in respect of 732482 Alberta Ltd. (the "Debtor"); AND UPON having read the Application, the Affidavit of •; and the Affidavit of Service of •, to be filed; AND UPON reading the consent of BDO Canada Limited to act as interim receiver and receiver and manager (the "Receiver") of the Debtor, filed; AND UPON noting the consent endorsed hereon of the Debtor; AND UPON hearing counsel for ATB, counsel for the proposed Receiver and any other counsel or other interested parties present; **IT IS HEREBY ORDERED AND DECLARED THAT:**

SERVICE

1. The time for service of the notice of application for this order (the "Order") is hereby abridged and deemed good and sufficient and this application is properly returnable today.

APPOINTMENT

2. Pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the "BIA"), and sections 13(2) of the *Judicature Act*, RSA 2000, c J-2, 99(a) of the *Business Corporations Act*, RSA 2000, c B-9, and 65(7) of the *Personal Property Security Act*, R.S.A. 2000, c P-7, BDO Canada Limited is hereby appointed Receiver, without security, of all of the Debtor's current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the "Property").

RECEIVER'S POWERS

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

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

- (i) without the approval of this Court in respect of any transaction not exceeding \$50,000, provided that the aggregate consideration for all such transactions does not exceed \$350,000; and
- (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,

and in each such case notice under subsection 60(8) of the *Personal Property Security Act*, R.S.A. 2000, c. P-7 or any other similar legislation in any other province or territory shall not be required;

- (m) to apply for any vesting order or other orders (including, without limitation, confidentiality or sealing orders) necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (o) to register a copy of this Order and any other orders in respect of the Property against title to any of the Property, and when submitted by the Receiver for registration this Order shall be immediately registered by the Registrar of Land Titles of Alberta, or any other similar government authority, notwithstanding Section 191 of the *Land Titles Act*, RSA 2000, c L-4, or the provisions of any other similar legislation in any other province or territory, and notwithstanding that the appeal period in respect of this Order has not elapsed and the Registrar of Land Titles shall accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtor and not in its personal capacity;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;

- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. (i) The Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being “**Persons**” and each being a “**Person**”) shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.
5. All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks or other data storage media containing any such information (the foregoing, collectively, the “**Records**”) in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph or in paragraph [6] of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.

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

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OF REMEDIES

9. All rights and remedies of any Person, whether judicial or extra-judicial, statutory or non-statutory (including, without limitation, set-off rights) against or in respect of the Debtor or the Receiver or affecting the Property are hereby stayed and suspended and shall not be commenced, proceeded with or continued except with leave of this Court, provided, however, that this stay and suspension does not apply in respect of any “eligible financial contract” (as defined in the BIA), and further provided that nothing in this Order shall:
- (a) empower the Debtor to carry on any business that the Debtor is not lawfully entitled to carry on;
 - (b) prevent the filing of any registration to preserve or perfect a security interest;
 - (c) prevent the registration of a claim for lien; or
 - (d) exempt the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment.
10. Nothing in this Order shall prevent any party from taking an action against the Debtor or the Property where such an action must be taken in order to comply with statutory time limitations in order to preserve their rights at law, provided that no further steps shall be taken by such party except in accordance with the other provisions of this Order, and notice in writing of such action be given to the Receiver at the first available opportunity.

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

12. All persons having:

- (a) statutory or regulatory mandates for the supply of goods and/or services; or
- (b) oral or written agreements or arrangements with the Debtor, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation, services, utility or other services to the Debtor

are hereby restrained until further order of this Court from discontinuing, altering, interfering with, suspending or terminating the supply of such goods or services as may be required by the Debtor or exercising any other remedy provided under such agreements or arrangements. The Debtor shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the usual prices or charges for all such goods or services received after the date of this Order are paid by the Debtor in accordance with the payment practices of the Debtor, or such other practices as may be agreed upon by the supplier or service provider and each of the Debtor and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

14. Subject to employees’ rights to terminate their employment, all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing

to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, S.C. 2005, c.47 (“**WEPPA**”).

15. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a “**Sale**”). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. (a) Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:
 - (i) before the Receiver's appointment; or
 - (ii) after the Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.
- (b) Nothing in sub-paragraph (a) exempts a Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.
- (c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph (a) hereof, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, the Receiver is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,

- (i) if, within such time as is specified in the order, within 10 days after the order is made if no time is so specified, within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, or during the period of the stay referred to in clause (ii) below, the Receiver:
 - A. complies with the order, or
 - B. on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;
- (ii) during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within 10 days after the order is made or within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, by,
 - A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the Receiver to contest the order; or
 - B. the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or
- (iii) if the Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

LIMITATION ON THE RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

18. The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case, incurred at their standard rates and charges. The Receiver and counsel to the Receiver shall be entitled to the benefits of and are hereby granted a charge (the “**Receiver’s Charge**”) on the Property, which charge shall not exceed an aggregate amount of \$500,000, as

security for their professional fees and disbursements incurred at the normal rates and charges of the Receiver and such counsel, both before and after the making of this Order in respect of these proceedings, and the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person but subject to section 14.06(7), 81.4(4) and 81.6(2) and 88 of the BIA.

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

FUNDING OF THE RECEIVERSHIP

21. The Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$1,000,000 (or such greater amount as this Court may by further order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges set out in sections 14.06(7), 81.4(4) and 81.6(2) and 88 of the BIA.
22. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
23. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

24. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.
25. The Receiver shall be allowed to repay any amounts borrowed by way of Receiver's Certificates out of the Property or any proceeds, including any proceeds from the sale of any assets without further approval of this Court.

ALLOCATION

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

GENERAL

27. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
28. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Receiver will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence. The Receiver's reports shall be filed by the Court Clerk notwithstanding that they do not include an original signature.
29. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.
30. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any foreign jurisdiction to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Receiver in any foreign proceeding, or to assist the Receiver and its agents in carrying out the terms of this Order.

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

FILING

34. The Receiver shall establish and maintain a website in respect of these proceedings at <http://www.extranets.bdo.ca/> _____ (the "**Receiver's Website**") and shall post there as soon as practicable:
 - (a) all materials prescribed by statute or regulation to be made publically available; and
 - (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, or served upon it, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.
35. Service of this Order shall be deemed good and sufficient by:
 - (a) serving the same on:
 - (i) the persons listed on the service list created in these proceedings or otherwise served with notice of these proceedings;
 - (ii) any other person served with notice of the application for this Order;
 - (iii) any other parties attending or represented at the application for this Order; and
 - (b) posting a copy of this Order on the Receiver's Website

and service on any other person is hereby dispensed with.

36. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

Justice of the Court of Queen's Bench of Alberta

CONSENTED TO THIS 22 day of
May, 2020 by SONG LAW OFFICE,
counsel to the Debtor

Per: 

J. Daniel Song

SCHEDULE "A"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that BDO CANADA LIMITED, the interim receiver and receiver and manager (the "**Receiver**") of all of the assets, undertakings and properties of 732482 ALBERTA LTD. appointed by Order of the Court of Queen's Bench of Alberta and Court of Queen's Bench of Alberta in Bankruptcy and Insolvency (collectively, the "**Court**") dated the [day] day of [month], 2020 (the "**Order**") made in action number [2001-], has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of [\$], being part of the total principal sum of [\$] that the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily] [monthly not in advance on the • day of each month] after the date hereof at a notional rate per annum equal to the rate of [•] per cent above the prime commercial lending rate of Bank of [•] from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at [•].
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.
7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 20__.

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

Per: _____
Name:
Title:

SCHEDULE "G"
BDO CANADA LTD.
ENGAGEMENT LETTER

See Attached

BDO Canada Limited
110, 5800 - 2nd Street SW
Calgary, AB T2H 0H2

Attention: *Kevin Meyler*
March 16, 2020

Dear Sirs:

732482 Alberta Ltd. (the "Company")

Background

The Company is currently indebted to ATB Financial (the "Lender") and has granted and may from time to time grant additional security in favour of the Lender charging the Company's assets for the Company's present and future indebtedness and obligations to the Lender (the "Security").

We write further to the executed engagement letter (the "Engagement Letter") dated on, or around, May 1, 2019 as between the Company, ATB Financial (the "Lender") and Hardie & Kelly Inc. ("H&K") as financial advisor ("Financial Advisor") to the Lender.

We confirm that the Engagement Letter continues in full force and effect. We also confirm that as a result of a merger between H&K and BDO Canada LLP ("BDO"), the firms H&K and BDO may be used interchangeably in the Engagement Letter and any subsequently issued documentation or correspondence.

Scope of Engagement

The Lender is contemplating providing a certain amount of time to allow the Company to seek a sale of its business operations through a forbearance agreement, with a condition of such forbearance agreement being the provision of certain financial and operational information to the Financial Advisor on a timely basis to allow the Financial Advisor to report to the Lender thereon.

The specific listing of potential procedures to be completed; information required to be submitted by the Company and the applicable timelines upon which the information is to be provided is appended to this correspondence as Appendix A, noting that such procedures and informational requirements remain subject to change.

The Lender may at any time instruct BDO to cease its review and/or not to report on any, or certain of the above noted matters.

Reporting

BDO shall report directly to the Lender in writing or as otherwise requested by the Lender.

All reports issued by BDO may be issued solely to the Lender, and the Company may not be provided with access to any information or recommendations provided by BDO to the Lender.

Consent of Debtor

As outlined in the attached Consent, Authorization and Acknowledgement, the Company has consented to BDO's engagement by the Lender and will provide, among other things, the full cooperation of management. The Lender acknowledges that BDO's ability to complete its mandate is dependent upon such cooperation and the Company fulfilling its other obligations outlined in the attached Consent, Authorization and Acknowledgement.

Staffing

This engagement will be under the direction of Kevin Meyler, who will maintain overall responsibility for the engagement on behalf of BDO. BDO is authorized to use any of its employees or outside agents, as BDO considers necessary, in the investigation of the affairs of the Company.

The members of the engagement team may be drawn from the resources of BDO and those of its affiliated and related partnerships and corporations, including those of other BDO member firms in countries outside of Canada, as deemed appropriate, during the conduct of this engagement.

Fees/Remuneration

The Lender agrees that BDO's fees for this engagement will be based upon hours spent by those individuals assigned to this matter plus expenses, including, but not limited to, travel (if required) which shall be billed FOB Calgary city limits at a rate of 50% of normal billing rates, meals, accommodations and reasonable out of pocket expenses, with hourly rates as per below:

Partners	\$400 per hour
Senior Managers	\$350 per hour
Managers	\$250 per hour
Administrative/Seniors	\$100 per hour

The Company shall be responsible for payment of BDO's invoices; however, the Lender agrees to guarantee payment of BDO's fees and expenses. Any amounts paid by the Lender in satisfaction of BDO's fees and expenses may be added to the Company's indebtedness to the Lender and any amounts so added shall bear interest at the applicable rate, and shall be secured by any and all security granted by the Company to the Lender, as well as any guarantees provided in support of such security.

Other Matters

The Lender acknowledges that:

1. it will independently assess the carrying value and loan provision to be applied to the relevant debt;

2. it will not rely on the BDO's work product as the sole or principal basis for that assessment;
3. BDO is only providing advice in connection with this engagement. BDO will not exercise any managerial or administrative authority, direction or control over the businesses or affairs of the Company, interfere with the conduct of the Company's business, sign cheques or otherwise take part in the management of the Company's affairs;
4. BDO's review will be based mainly on information supplied by the Company and the Lender and supplemented by discussions with management. The Lender understands that, although all information gathered will be reviewed for reasonableness, BDO will not be conducting an audit as part of this engagement. Therefore, BDO's work will not necessarily disclose any errors, irregularities or illegal acts, if such exist, on the part of the Company or their officers and employees; and
5. BDO's acceptance of this appointment is conditional on obtaining the Company's consent to the appointment substantially in the form of consent attached hereto.

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

Yours very truly,

ATB Financial

Per: 
Name: Muhammad Ashraf

I have the authority to bind the Lender

Agreed to this 1st day of June, 2020.

BDO Canada Limited hereby consents to act as Financial Advisor to the Lender in accordance with the terms of the foregoing dated this _____ day of _____ 2020.

BDO Canada Limited

Per: _____
Name: Kevin Meyler

1. it will independently assess the carrying value and loan provision to be applied to the relevant debt;
2. it will not rely on the BDO’s work product as the sole or principal basis for that assessment;
3. BDO is only providing advice in connection with this engagement. BDO will not exercise any managerial or administrative authority, direction or control over the businesses or affairs of the Company, interfere with the conduct of the Company’s business, sign cheques or otherwise take part in the management of the Company’s affairs;
4. BDO’s review will be based mainly on information supplied by the Company and the Lender and supplemented by discussions with management. The Lender understands that, although all information gathered will be reviewed for reasonableness, BDO will not be conducting an audit as part of this engagement. Therefore, BDO’s work will not necessarily disclose any errors, irregularities or illegal acts, if such exist, on the part of the Company or their officers and employees; and
5. BDO’s acceptance of this appointment is conditional on obtaining the Company’s consent to the appointment substantially in the form of consent attached hereto.

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

Yours very truly,

ATB Financial

Per: _____
Name: _____

I have the authority to bind the Lender

Agreed to this _____ day of _____, 2020.

BDO Canada Limited hereby consents to act as Financial Advisor to the Lender in accordance with the terms of the foregoing dated this 30th day of April, 2020.

BDO Canada Limited



Per: Kevin Meyler
Name: Senior Vice President

APPENDIX A

Procedure	Requirements	Timing
Review and comment on proposed disbursements.	Listing of proposed payments and copies of supporting documentation.	BDO would anticipate that two cheque runs would be run and BDO would be provided proposed disbursements, including supporting documentation for amounts in excess of \$1,000 three business days before timing of proposed disbursements with such timing to be refined as required for logistical requirements (i.e. timing of payroll cutoff).
Review and comment on revenues and other cash receipts.	Copies of online bank printouts referenced by Management as to the nature of the receipt.	To be provided at the same time as the proposed disbursements.
Review and comment on accounts receivable.	Copies of accounts receivable subledger and confirmation of any amounts invoiced or received during the period.	To be provided on a monthly basis by the 20 th day of the following month.
Monthly confirmation of CRA payments.	Copies of CRA remittances for GST, payroll taxes, together with documentation in support of the payment amount (i.e. copy of payroll register, copy of GST return).	To be provided on a monthly basis by the 20 th day of the following month.
Monthly confirmation of payment of other priority amounts.	Documentation of AB tourism tax payment, property tax payment, WCB payments and support of the payment amount.	To be provided on a monthly basis by the 20 th day of the following months.
Review and comment on any developments with Ramada.	Copy of monthly Ramada invoicing package, STR reports and any other correspondence received from Ramada.	To be provided on a monthly basis by the 20 th day of the following month.
Review and comment on any developments with any key customers.	Management to confirm any material correspondence or discussions with key customers.	To be provided on a monthly basis by the 20 th day of the following month.
Review and comment on developments with communications with suppliers.	Management to provide copies of any collection or litigation correspondence from creditors.	To be provided within 5 days of receipt.
Review and comment on any required capital expenditures greater than \$5,000.	Management to confirm any required maintenance or capital expenditure item greater than \$5,000	To be provided on a monthly basis by the 20 th day of the following month.

Monthly sales process update.	Update to be received directly from CBRE.	To be provided on monthly basis by the 20 th day of the following month.
-------------------------------	---	---

732482 Alberta Ltd.

CONSENT, AUTHORIZATION AND ACKNOWLEDGEMENT

To: BDO Canada Limited

To: ATB Financial

March 16, 2020

Dear Sirs:

Company (the "Company")

The Company is currently indebted to ATB Financial (the "Lender") and has granted and may from time to time grant additional security in favour of the Lender charging the Company's assets and undertaking as continuing collateral security for the Company's present and future indebtedness and obligations to the Lender (the "Security").

The Company acknowledges the executed engagement letter (the "Engagement Letter") dated on, or around, May 1, 2019 as between the Company, ATB Financial (the "Lender") and Hardie & Kelly Inc. ("H&K") as financial advisor ("Financial Advisor") to the Lender and confirms that the Engagement Letter continues in full force and affect. The Company also acknowledges that as a result of a merger between H&K and BDO Canada LLP ("BDO"), the firms H&K and BDO may be used interchangeably in the Engagement Letter and any subsequently issued documentation and correspondence.

The Company acknowledges that it has consulted with such advisors as it has considered necessary and hereby provides its informed consent to the engagement of BDO Canada Limited ("BDO") by ATB Financial (the "Lender") for the purposes and in accordance with the terms set out in the attached engagement letter from the Lender to BDO (the "Engagement Letter").

The Company agrees to authorize and direct its employees and advisors (including its accountants, auditors, solicitors, insurance agents, environment consultants and appraisers) to cooperate fully with BDO. The Company agrees to fully cooperate with BDO and to provide BDO complete and unrestricted access to its premises and provide BDO promptly upon request with all information and records of every kind and description, including, without limitation, banking, investment and other records, documents, information and files, which BDO may request, in connection with its engagement, and agrees to meet with BDO to provide whatever analysis and explanations BDO may reasonably require. The Company further agrees to use reasonable skill, care and attention to ensure that all information provided to BDO is accurate and complete and to notify BDO if it subsequently learns that the information provided is incorrect, inaccurate or otherwise should not be relied upon.

The Company agrees that BDO may make and retain copies of all documents or records it considers appropriate to discharge its mandate and that BDO will be entitled to communicate freely with the Lender regarding its engagement.

The Company agrees that all reports issued by BDO may be issued solely to the Lender and that the Company may not be provided with access to any information or recommendations provided by BDO to the Lender.

The Company acknowledges that BDO shall have and will assume no decision making responsibilities, will have no management capacity, will not offer advice or direction to, or exercise any degree of control over the business and affairs of the Company and that BDO will not be responsible for any decisions or actions of the Company.

In particular, BDO will have no duty of care to the Company and the Company specifically acknowledges that nothing contained herein will constitute an arrangement, agreement or relationship between the Company and BDO arising from or based, directly, upon BDO's engagement.

The Company acknowledges that the engagement of BDO is not an act of enforcement of the Security and, in particular, that BDO is not the owner of nor is it in charge, management, custody or control of any real property owned or occupied by the Company, its other property and assets, nor of its business and affairs.

The Company acknowledges that, by virtue of the Lender's engagement of BDO, the Lender is not waiving any of its rights and remedies available to it under any present or future agreement between the Lender and the Company including, without limitation, the Security.

The Company agrees that the Company will not object to the appointment of BDO and that BDO can be appointed as receiver, receiver and manager, monitor, trustee in bankruptcy or otherwise of the Company or any property and assets of the Company and that such appointment shall not be a conflict of interest by virtue of BDO having been retained by the Lender or the relationships disclosed above.

The Company agrees that BDO's fees for this engagement will be based upon hours spent by those individuals assigned to this matter plus expenses, including, but not limited to, travel (if required) which shall be billed FOB Calgary city limits at a rate of 50% of normal billing rates, meals, accommodations and reasonable out of pocket expenses, with hourly rates as per below:

Partners	\$400 per hour
Senior Managers	\$350 per hour
Managers	\$250 per hour
Administrative/Seniors	\$100 per hour

The Company shall be principally responsible for payment of BDO's fees and expenses; however, the Lender agrees to guarantee payment of BDO's fees and expenses as outlined above. Any amounts paid by the Lender in satisfaction of BDO's fees and expenses may be added to the Company's indebtedness to the Lender and any amounts so added shall bear interest at the applicable rate, and shall be secured by any and all security granted by the Company to the Lender, as well as any guarantees provided in support of such security.

BDO may be required to keep confidential all information it obtains regarding the Company and its business, assets and affairs during the course of its engagement hereunder to the same extent as such duty of confidentiality applies to the Lender. Without limiting the generality of the foregoing, the Company specifically waives any duty of confidentiality which either BDO or the Lender may have with respect to any such confidential information obtained by BDO and delivered to the Lender in connection with BDO's engagement hereunder. The Company specifically authorizes BDO and the Lender to divulge such information pursuant to any Court proceeding commenced by or to which the Lender is a party or in connection with the exercise of any of the Lender's remedies against the Company including, without limitation, enforcing the Security or to any potential assignee of the Lender's debt and Security.

All of the foregoing is acknowledged and agreed to by the undersigned this 22 day of May 2020.

Yours very truly,

732482 Alberta Ltd.

Per: 

Name: Yo Sup Kim

I have the authority to bind the Company

FORBEARANCE EXTENSION AND AMENDING AGREEMENT

THIS FORBEARANCE EXTENSION AND AMENDING AGREEMENT is made effective this 31st day of October 2020

(the "**Extension Agreement**")

AMONG:

ATB FINANCIAL
(**"ATB"** or the **"Lender"**)

- and -

7322482 ALBERTA LTD.

(the **"Borrower"**)

- and -

HAN SEUNG YOO

- and -

JAI HYUN YOO

- and -

HYE YOUNG YEO

- and -

JIN OK YEO

- and -

GAB BUN KIM

- and -

OK SOON KIM

- and -

SE JIN KIM

- and -

SUNG YEON KIM

- and -

YOUNG OK KIM

- and -

YO SUP KIM(each a "**Guarantor**" and collectively, the "**Guarantors**")**WHEREAS:**

- A.** ATB, the Borrower and the Guarantors entered into a forbearance agreement dated effective as of April 30, 2020 (the "**Forbearance Agreement**").
- B.** The Forbearance Period described in the Forbearance Agreement terminates at 5:00pm on October 31, 2020.
- C.** The parties desire to extend the duration of the Forbearance Period and the Forbearance Agreement on the terms and conditions of this Extension Agreement.

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 ATB, the Borrower and the Guarantors, the parties agree as follows:

- 1. Capitalized terms used in this Extension Agreement, but not defined herein, shall have the same meaning set forth in the Forbearance Agreement;
- 2. Article 2.1 of the Forbearance Agreement is hereby amended by deleting Article 2.1(e) in its entirety, and replacing it with the following:
 - (e) without limitation, as at the opening of business on October 15, 2020, the aggregate amount of the borrowings by the Borrower under the Loans, inclusive of principal and interest, but exclusive of costs, was CAD\$ \$5,142,115.51 (the "**Indebtedness**") and such amounts, together with the balance of the Obligations, remain outstanding to ATB, as more particularly described in **Schedule "C"**;
- 3. **Exhibit "A"** to this Extension Agreement shall be added as Schedule "H" to the Forbearance Agreement.
- 4. Article 4.1 of the Forbearance Agreement is hereby amended by deleting the "and" at the end of Article 4.1(e)(iv), replacing the period at the end of Article 4.1(f) with a semi-colon and adding the following new Articles 4.1(g) – 4.1(j):
 - (g) by no later than the date that is two (2) weeks following the Borrower's acceptance of the Extension Agreement, the Borrower shall deliver to ATB a collateral mortgage in the form attached as **Schedule "H"** in respect of the property located at 112A, 5101 – 18 Street Lloydminster, Alberta and legally described as:

CONDOMINIUM PLAN 0721242
 UNIT 10
 AND 132 UNDIVIDED ONE TEN THOUSANDTH SHARES
 IN THE COMMON PROPERTY
 EXCEPTING THEREOUT ALL MINES AND MINERALS;

- (h) effective as of October 31, 2020, the limit under the MasterCard Facility shall be reduced from \$25,000 to \$5,000 (the "**New MasterCard Limit**"), and all amounts outstanding under the MasterCard Facility, inclusive of principal and interest, in excess of the New MasterCard Limit shall be transferred to Term Loan Facility 100 and shall be added as amounts outstanding thereunder;
 - (i) effective as of October 31, 2020, all amounts outstanding under the Internal Cost Account Facility shall be attributed as follows:
 - (i) all outstanding principal amounts under the Internal Cost Account Facility, which as of October 15, 2020, was \$89,847.68 shall be transferred under Term Loan Facility 100 and shall be added as amounts outstanding thereunder; and
 - (ii) all outstanding interest amounts under the Internal Cost Account Facility, which as of October 15, 2020, was \$5,269.51 shall be transferred under the Revolver Facility and shall be added as amounts outstanding thereunder; and
 - (j) by no later than thirty (30) calendar days following the Borrower's acceptance of the Extension Agreement, the Borrower shall enter into, on terms and conditions satisfactory to ATB in its sole discretion, separate payment plans to pay all amounts owing to each of:
 - (i) Canadian Revenue Agency; and
 - (ii) Ramada Worldwide Inc.,
 (collectively, the "**Payment Plans**").
5. Article 7.1 of the Forbearance Agreement is hereby amended by replacing "October 31, 2020" with "May 31, 2021".
 6. Article 9.1 of the Forbearance Agreement is hereby amended by deleting the "or" at the end of Article 9.1(o), replacing the period at the end of Article 9.1(p) with "; or" and adding the following new Article 9.1(q):
 - (q) if the Borrower fails to perform or comply with the terms and conditions of the Payment Plans.
 7. The Forbearance Agreement is hereby amended by deleting Schedule "C" thereto in its entirety and replacing it with Schedule "C" attached hereto as **Exhibit "B"**.

8. Except as expressly modified or amended herein, nothing in this Extension Agreement is intended to alter, amend, modify or limit the existence, terms or effectiveness of any agreement between ATB, the Borrower and the Guarantors including, without limitation, the Forbearance Agreement, the Loan Agreement, the Guarantees and the Security.
9. This 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]

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the parties hereto.

732482 ALBERTA LTD.

Per: _____
 Name: Yo Sup Kim
 Title: Director

ATB FINANCIAL

Per: Brian Spilchen
 Name: Brian Spilchen
 Title: Director, Risk Advisory &
 Management

Per: Shruthi Belle
 Name: Shruthi Belle
 Title: Associate Director, Risk Advisory &
 Management

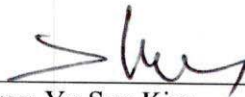
The Guarantors hereby acknowledge receiving all information and advice that they require, including legal advice, related to this Agreement and, in this regard: (i) acknowledge receiving valuable consideration (the adequacy and sufficiency of which is specifically acknowledged) for their obligations 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.

Per: _____
 Witness

Per: _____
 Name: **Gab Bun Kim**

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the parties hereto.

732482 ALBERTA LTD.


Per: 
Name: Yo Sup Kim
Title: Director


ATB FINANCIAL

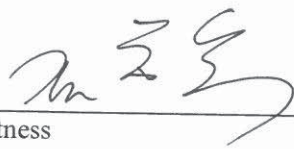
Per: _____
Name: Brian Spilchen
Title: Director, Risk Advisory & Management


Per: _____
Name: Shruthi Belle
Title: Associate Director, Risk Advisory & Management

The Guarantors hereby acknowledge 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.

Per: 
Witness

Per: 
Name: **Gab Bun Kim**

Per: 
Witness


Per: 
Name: **Han Seung Yoo**

DONG SUK KIM
JURIS NOTARY
315-9940 Lougheed Hwy
Burnaby, BC V3J 1N3
A Commissioner for taking Affidavits
for the Province of British Columbia
Expiry Date: March 31, 2021

Per: Witnessed as to Execution
Only - No Advice Sought or Given
Witness

Per: _____
Name: **Hye Young Yeo**

Per: 
Witness

Per: 
Name: **Jai Hyun Yoo, by his Attorney,
Han Seung Yoo**

DONG SUK KIM
JURIS NOTARY
315-9940 Lougheed Hwy
Burnaby, BC V3J 1N3
A Commissioner for taking Affidavits
for the Province of British Columbia
Expiry Date: March 31, 2021
Witnessed as to Execution
Only - No Advice Sought or Given

Per: _____
Witness

Per: _____
Name: **Jin Ok Yeo**

Per: 
Witness

Per: 
Name: **Ok Soon Kim**

DONG SUK KIM
JURIS NOTARY
315-9940 Lougheed Hwy
Burnaby, BC V3J 1N3
A Commissioner for taking Affidavits
for the Province of British Columbia
Expiry Date: March 31, 2021

10601867.4
Per: Witnessed as to Execution
Only - No Advice Sought or Given

Per: _____
Witness

Per: _____
Name: **Han Seung Yoo**

Per: *Amika Persaud*
Witness *Amika Persaud*

Per: *김혜영*
Name: **Hye Young Yeo**

Per: _____
Witness

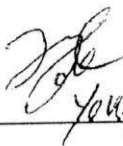
Per: _____
Name: **Jai Hyun Yoo**


Per: *Amika Persaud*
Witness *Amika Persaud*

Per: *진옥*
Name: **Jin Ok Yeo**

Per: _____
Witness

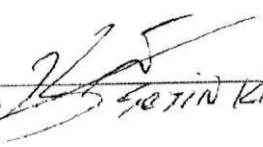
Per: _____
Name: **Ok Soon Kim**


Per: 
Witness Young Ok Kim

Per: 
Name: Se Jin Kim

Per: _____
Witness _____

Per: _____
Name: Sung Yeon Kim

Per: 
Witness Se Jin Kim

Per: 
Name: Young Ok Kim

Per: _____
Witness _____

Per: _____
Name: Yo Sup Kim

Per: _____
Witness

Per: _____
Name: **Se Jin Kim**

Per: _____
Witness

Per: _____
Name: **Sung Yeon Kim**

DONG SUK KIM
JURIS NOTARY
315-9940 Lougheed Hwy
Burnaby, BC V3J 1N3
A Commissioner for taking Affidavits
for the Province of British Columbia
Witness Date: March 31, 2021
Witnessed as to Execution
Only - No Advice Sought or Given

Per: _____
Witness

Per: _____
Name: **Young Ok Kim**

Per: _____
Witness

Per: _____
Name: **Yo Sup Kim**

Per: _____
Witness

Per: _____
Name: **Se Jin Kim**

Per: _____
Witness

Per: _____
Name: **Sung Yeon Kim**

Per: _____
Witness

Per: _____
Name: **Young Ok Kim**

Per: JK _____
Witness

Per: [Signature] _____
Name: **Yo Sup Kim**

AFFIDAVIT OF EXECUTION

CANADA
Province of SASKATCHEWAN
TO WIT

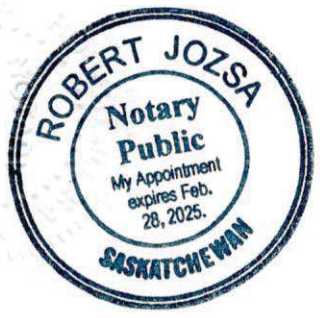
I, JINA KIM, of the City of
REGINA, in the Province of SASKATCHEWAN
MAKE OATH AND SAY AS FOLLOWS:

1. That I was personally present and did see Gab Bun Kim, 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 REGINA in the Province of SASKATCHEWAN and that I am the subscribing witness thereto.
3. That I know the said Gab Bun Kim and he is in my belief the full age of eighteen years.

SWORN BEFORE ME at the City of REGINA, in)
the Province of SASKATCHEWAN this this 16 day of)
October, 2020.)

RJA
NOVEMBER

_____))
A Commissioner for Oaths in and for the Province of) Name: JINA KIM
SASKATCHEWAN)
))




AFFIDAVIT OF EXECUTION

CANADA
Province of B.C.
TO WIT

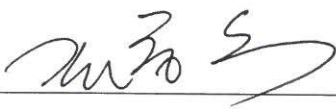
I, Dong Suk Kim, of the City of
Burnaby, in the Province of B.C.,
MAKE OATH AND SAY AS FOLLOWS:

1. That I was personally present and did see Han Seung Yoo, 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 Burnaby in the Province of B.C. and that I am the subscribing witness thereto.
3. That I know the said Han Seung Yoo and he is in my belief the full age of eighteen years.

SWORN BEFORE ME at the City of Burnaby, in)
the Province of B.C. this this 12 day of)
~~October~~, 2020.)
November



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



Name: _____

PAUL B. CHOI
Notary Public
JURIS NOTARY
315-9940 Lougheed Hwy
Burnaby, BC V3J 1N3
Permanent Commission
Tel: 604-416-0211 Fax: 604-416-0212
email: info@jurisnotary.com

DONG SUK KIM
JURIS NOTARY
315-9940 Lougheed Hwy
Burnaby, BC V3J 1N3
A Commissioner for taking Affidavits
for the Province of British Columbia
Expiry Date: March 31, 2021



AFFIDAVIT OF EXECUTION

CANADA

Province of Ontario

TO WIT

I, Anika Persaud, of the City of Toronto, in the Province of Ontario

MAKE OATH AND SAY AS FOLLOWS:

- 1. That I was personally present and did see Hye Young Yeo, 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 Toronto in the Province of Ontario and that I am the subscribing witness thereto.
- 3. That I know the said Hye Young Yeo and he is in my belief the full age of eighteen years.

SWORN BEFORE ME at the City of Toronto, in the Province of Ontario this this 19 day of October, 2020.

November 2020 SLK

Stephen Leonard Kelly

A Commissioner for Oaths in and for the Province of Ontario

Anika Persaud

Name: Anika Persaud



AFFIDAVIT OF EXECUTION


CANADA
Province of B.C.
TO WIT

I, Dong Suk Kim, of the City of
Burnaby, in the Province of B.C.,
MAKE OATH AND SAY AS FOLLOWS:


by his Attorney, Han Seung Yoo

- 1. That I was personally present and did see Jai Hyun Yoo, 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 Burnaby in the Province of B.C. and that I am the subscribing witness thereto.
- 3. That I know the said Jai Hyun Yoo and he is in my belief the full age of eighteen years.

SWORN BEFORE ME at the City of Burnaby, in)
the Province of B.C. this this 17 day of)
~~November~~ ~~October~~ ^{8th} 2020.)



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



Name: _____

PAUL B. CHOI)
Notary Public)
JURIS NOTARY)
315-9940 Lougheed Hwy)
Burnaby, BC V3J 1N3)
Permanent Commission)
Tel: 604-416-0211 Fax: 604-416-0212)
email: info@jurisnotary.com)

DONG SUK KIM
JURIS NOTARY
315-9940 Lougheed Hwy
Burnaby, BC V3J 1N3
A Commissioner for taking Affidavits
for the Province of British Columbia
Expiry Date: March 31, 2021



AFFIDAVIT OF EXECUTION

CANADA

Province of Ontario

TO WIT

I, Anika Persaud, of the City of Toronto, in the Province of Ontario,

MAKE OATH AND SAY AS FOLLOWS:

- 1. That I was personally present and did see Jin Ok Yeo, 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 Toronto in the Province of Ontario and that I am the subscribing witness thereto.
- 3. That I know the said Jin Ok Yeo and he is in my belief the full age of eighteen years.

SWORN BEFORE ME at the City of Toronto, in the Province of Ontario this this 19 day of October, 2020.

November 19
Stephen James Kelly
A Commissioner for Oaths in and for the Province of Ontario

Anika Persaud
Name: Anika Persaud



AFFIDAVIT OF EXECUTION

CANADA
Province of B.C.
TO WIT

I, Dong Suk Kim, of the City of
Burnaby, in the Province of B.C.,
MAKE OATH AND SAY AS FOLLOWS:

- 1. That I was personally present and did see Ok Soon Kim, 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 Burnaby in the Province of B.C. and that I am the subscribing witness thereto.
- 3. That I know the said Ok Soon Kim and ~~he~~^{she} is in my belief the full age of eighteen years.

SWORN BEFORE ME at the City of Burnaby, in)
the Province of B.C. this this 17 day of)
~~October~~, 2020.)
November ~~04~~.

[Signature]

[Signature]

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

Name: _____

PAUL B. CHOI
Notary Public
JURIS NOTARY
315-9940 Lougheed Hwy
Burnaby, BC V3J 1N3
Permanent Commission
Tel: 604-416-0211 Fax: 604-416-0212
email: info@jurisnotary.com

DONG SUK KIM
JURIS NOTARY
315-9940 Lougheed Hwy
Burnaby, BC V3J 1N3
Commissioner for taking Affidavits
of the Province of British Columbia
Expiry Date: March 31, 2021



AFFIDAVIT OF EXECUTION

CANADA

Province of _____

TO WIT

I, Young ok Kim, of the City of Vancouver, in the Province of B.C.
MAKE OATH AND SAY AS FOLLOWS:

1. That I was personally present and did see Se Jin Kim, 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 Seoul in the Province of Korea and that I am the subscribing witness thereto.

That I know the said Se Jin Kim and he is in my belief the full age of eighteen years.

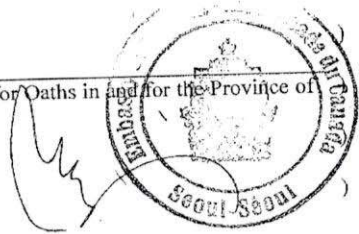
SWORN BEFORE ME at the City of Seoul, in)
the Province of Korea this this 17 day of)
October, 2020.



A Commissioner for Oaths in and for the Province of

Name: _____

Young ok Kim



Miran Kim
Consular Officer
Embassy of Canada, Seoul, Korea
21, Jeongdong-gil, Jung-gu, Seoul, 04518
Tel : 82-2-3783-6000

The Embassy of Canada does not validate the content of this document.
L'ambassade du Canada ne valide pas le contenu du présent document.

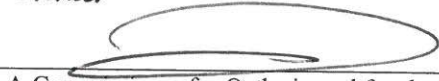
AFFIDAVIT OF EXECUTION

CANADA
Province of B.C.
TO WIT

I, Dong Suk Kim, of the City of
Burnaby, in the Province of B.C.,
MAKE OATH AND SAY AS FOLLOWS:

1. That I was personally present and did see Sung Yeon Kim, 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 Burnaby in the Province of B.C. and that I am the subscribing witness thereto.
3. That I know the said Sung Yeon Kim and he is in my belief the full age of eighteen years.

SWORN BEFORE ME at the City of Burnaby, in)
the Province of B.C. this this 11 day of)
~~October~~, 2020.)
November)



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



Name: _____)

PAUL B. CHOI
Notary Public
JURIS NOTARY
315-9940 Lougheed Hwy
Burnaby, BC V3J 1N3
Permanent Commission
Tel: 604-416-0211 Fax: 604-416-0212
Email: info@jurisnotary.com

DONG SUK KIM
JURIS NOTARY
315-9940 Lougheed Hwy
Burnaby, BC V3J 1N3
A Commissioner for taking Affidavits
for the Province of British Columbia
Expiry Date: March 31, 2021



AFFIDAVIT OF EXECUTION

CANADA
Province of _____

I, Se JIN KIM, of the City of
Vancouver, in the Province of BC

TO WIT

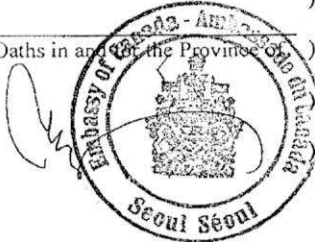
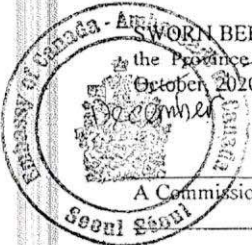
MAKE OATH AND SAY AS FOLLOWS:

1. That I was personally present and did see Young Ok Kim, 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 Seoul in the Province of Korea and that I am the subscribing witness thereto.
3. That I know the said Young Ok Kim and he is in my belief the full age of eighteen years.

SWORN BEFORE ME at the City of Seoul, in)
the Province of Korea this this 17 day of)
October, 2020.)

A Commissioner for Oaths in and for the Province of)

Name: Se Jin Kim



Miran Kim
Consular Officer
Embassy of Canada, Seoul, Korea
21, Jeongdong-gil, Jung-gu, Seoul, 04518
Tel : 82-2-3783-6000

**The Embassy of Canada does not validate the content of this document.
L'ambassade du Canada ne valide pas le contenu du présent document.**

AFFIDAVIT OF EXECUTION

CANADA

Province of SASKATCHEWAN

TO WIT

I, JINA KIM, of the City of
REGINA, in the Province of SASKATCHEWAN

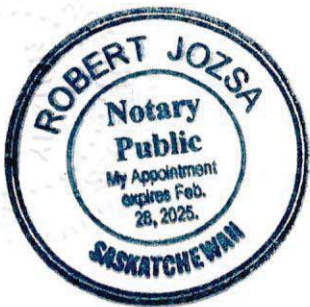
MAKE OATH AND SAY AS FOLLOWS:

1. That I was personally present and did see Yo Sup Kim, 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 REGINA in the Province of SASKATCHEWAN and that I am the subscribing witness thereto.
3. That I know the said Yo Sup Kim and he is in my belief the full age of eighteen years.

SWORN BEFORE ME at the City of REGINA in)
the Province of SASKATCHEWAN this this 16 day of)
NOVEMBER October, 2020.)

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

[Signature]
Name: JINA KIM



AFFIDAVIT VERIFYING

SIGNING AUTHORITY

I, Yo Sup Kim of the City of REGINA, in the Province of SASKATCHEWAN make oath and say:

- 1. I am a director of 7322482 Alberta Ltd. named in the within agreement.
- 2. I am authorized by 7322482 Alberta Ltd. to execute the within document.

SWORN BEFORE ME at the City of REGINA, in)
the Province of SASKATCHEWAN this this 16 day of)
October, 2020.)

299
NOVEMBER

A Commissioner for Oaths in and for the Province of)

SASKATCHEWAN

Yo Sup Kim

[Handwritten signature]

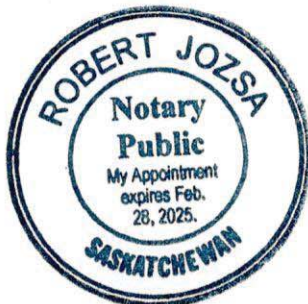


EXHIBIT "A"
FORM OF COLLATERAL MORTGAGE
(See attached.)



LAND TITLES ACT

COLLATERAL MORTGAGE

732482 ALBERTA LTD (the "Mortgagor") has become or may hereafter become indebted, obligated or liable, whether directly or indirectly, absolutely or contingently, to ATB Financial, previously Alberta Treasury Branches at Suite 600, 585 - 8 Avenue SW, Calgary, Alberta, T2P 1G1 (the "Mortgagee").

As collateral security for the payment by the Mortgagor of any sums required to be paid from time to time to the Mortgagee and the performance of any covenants and obligations of the Mortgagor to the Mortgagee to be performed from time to time, the Mortgagor has agreed to execute and deliver this mortgage.

The Mortgagor, being or being entitled to become registered as owner of an estate in fee simple possession, subject however to such encumbrances, liens and interests as are notified on the Certificate of Title therefor, in those lands located in the Province of Alberta and described as follows (or as described in Schedule "A" attached hereto):

CONDOMINIUM PLAN 0721242
 UNIT 10
 AND 132 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
 EXCEPTING THEREOUT ALL MINES AND MINERALS
 ESTATE: FEE SIMPLE
 ATS REFERENCE: 4;1;49;25;SE
 MUNICIPALITY: CITY OF LLOYDMINSTER
 REFERENCE NUMBER: 072 290 486

(which, with the buildings and improvements located thereon, are collectively called the "Lands"), in consideration of the premises, COVENANTS with the Mortgagee as follows:

1. PAYMENT

The Mortgagor hereby acknowledges that the Mortgagor is or may become obligated to pay to the Mortgagee the Obligations (as hereinafter defined) from time to time in accordance with and in the manner agreed to between the Mortgagee and the Mortgagor.

"Obligations" means, collectively, all amounts owing to the Mortgagee by the Mortgagor from time to time, whether present or future, direct or indirect, absolute or contingent, matured or not, and however arising, and whether pursuant to a revolving line of credit, and whether incurred or arising before, during or after the time that the Mortgagor is the owner of the Lands, including principal, interest and costs.

2. COLLATERAL SECURITY

The Mortgagor hereby encumbers, mortgages and charges the Lands with payment of the Obligations, up to: (a) the principal amount of TWO HUNDRED TWENTY THREE THOUSAND FIVE HUNDRED dollars (\$223,500.00), plus (b) interest (the "Interest Rate") thereon, before and after maturity, default and judgment, until paid, computed at a floating rate equal to 5% per annum above the prime lending rate established by the Mortgagee from time to time for commercial loans made by it in Canada in Canadian dollars, calculated daily and payable monthly not in advance, with interest on overdue interest at the same rate, and (c) all further monies which may become payable pursuant to the terms of this mortgage.

This mortgage is given and taken as general and continuing collateral security to secure payment and performance of the Obligations and this mortgage shall obtain priority for all Obligations notwithstanding that at any time or from time to time there may not be any Obligations then outstanding or the amount of the Obligations may fluctuate from time to time. It is acknowledged by the Mortgagor that if the Mortgagee extends a revolving line of credit to the Mortgagor, this mortgage may be held as collateral security for such revolving line of credit up to the principal amount specified above. The accounts and records of the Mortgagee shall, in the absence of manifest error, constitute prima facie evidence of the amount of Obligations outstanding and owing from time to time by the Mortgagor to the Mortgagee.



3. **NO MERGER**

The taking of a judgment or judgments under any of the covenants contained in this mortgage, in any agreement evidencing the Obligations, or in any other security for payment of the Obligations will not operate as a merger of such covenants or of the Mortgagee's security by way of a charge against the Lands or affect the Mortgagee's right to interest hereunder at the Interest Rate. It is distinctly understood and agreed that the Interest Rate will be payable on the amount of any judgment.

4. **TAXES, CLAIMS AND COSTS**

- (a) The Mortgagor will pay all taxes, rates, levies, assessments and impositions of the municipality or any other taxing authority which are now or may hereafter be levied, charged, assessed, imposed or payable against or in respect of the Lands, or any part thereof, or on this mortgage or on the Mortgagee in respect of this mortgage, when the same become due, and will provide the Mortgagee with the receipts therefor.
- (b) The Mortgagor will pay and discharge when due all claims of and obligations to labourers, builders, material suppliers and others and all other claims, debts and obligations which by the laws of Canada or of the Province of Alberta have or might have priority over the security hereby created, and will provide the Mortgagee with the receipts therefor.
- (c) If the Mortgagor fails to pay when due any of the items required to be paid by the Mortgagor pursuant to any provision of this mortgage, the Mortgagee may, but will not be obligated to, pay such items.
- (d) If the Mortgagor fails to repair as provided by this mortgage, the Mortgagee may, but will not be obligated to, at such time or times as it deems necessary and without the concurrence of any other person, make arrangements for maintaining, restoring, repairing, finishing, adding to, or putting in order the Lands, and for managing, improving, and taking care of them.
- (e) All solicitor's, inspector's, valuator's, surveyor's and other fees and expenses for drawing and registering this mortgage, for examining the Lands and the title thereto, and for making or maintaining this mortgage a first charge, or if approved by the Mortgagee, a subsequent charge, on the Lands, and in exercising or enforcing or attempting to enforce or in pursuance of any right, power, remedy or purpose hereunder or subsisting (including legal costs as between a solicitor and his own client on a full indemnity basis and also an allowance for the time, work and expenses of the Mortgagee or of any agent, solicitor or servant of the Mortgagee for any purpose herein provided), together with all sums which the Mortgagee from time to time advances, expends or incurs pursuant to any provision contained in this mortgage, whether such sums are advanced or incurred with the knowledge, consent, concurrence or acquiescence of the Mortgagor or otherwise, are to be secured hereby and will be a charge on the Lands, together with interest thereon at the Interest Rate calculated from the date of advance or expenditure by the Mortgagee to the date of payment to the Mortgagee. All such monies will be payable to the Mortgagee on demand.

5. **INSURANCE**

- (a) The Mortgagor will immediately insure and keep insured during the continuance of this security the Lands to their full insurable value, with an insurer or insurers approved by the Mortgagee, against loss or damage by fire, lightning, explosion, smoke, impact by aircraft or land vehicle, riot, windstorm, hail and such other risks as the Mortgagee requires. The Mortgagor will also obtain such other insurance, of kinds and in amounts required by the Mortgagee (including but not limited to business interruption or rental loss insurance if appropriate). The Mortgagor will not do or permit anything which might impair, reduce or void such insurance.
- (b) The Mortgagor will deliver to the Mortgagee the policy or policies of insurance affecting the Lands with a mortgage clause attached, any loss thereunder to be payable to the Mortgagee.
- (c) The Mortgagor will pay all premiums and sums of money necessary to obtain and maintain such insurance as the same become due and, if requested by the Mortgagee, will immediately after payment deliver to the Mortgagee the receipts therefor. Evidence of the renewal of such insurance will, if requested by the Mortgagee, be provided to the Mortgagee at least seven business days before the insurance then existing expires; otherwise the Mortgagee may insure as herein provided.
- (d) If there is loss or damage from any of the risks insured against, the Mortgagor will furnish proof of loss at its own expense and do all necessary acts to enable the Mortgagee to obtain payment of the insurance monies and in respect of any such insurance monies received by the Mortgagee the Mortgagee may at its option:
 - (i) apply the same in or towards substantially rebuilding, reinstating or repairing the Lands; or
 - (ii) apply the same in the manner set forth in paragraph 21(c) hereof; or
 - (iii) pay the same in whole or in part to the Mortgagor, but no such payment will operate as payment or a novation of the Mortgagor's indebtedness hereunder or as a reduction of this Mortgage; or
 - (iv) apply the same partly in one way and partly in another as the Mortgagee in its sole discretion determines.

To ensure that the Mortgagee may so apply such insurance monies in the manner aforesaid, the Mortgagor assigns and releases to the Mortgagee all rights of the Mortgagor to receive the insurance monies and expressly waives all rights and benefits, to the extent that the same is permitted by law, pursuant to any legislation which provides for a contrary application of such insurance monies.



- (e) The Mortgagor hereby constitutes and appoints the Mortgagee as its attorney for the purpose of demanding, recovering and receiving payment of all insurance monies to which it may become entitled. Without limiting the generality of the foregoing, the Mortgagee may, in the name of the Mortgagor, file proofs of claim with any insurer who insures the Lands, settle or compromise any claim for insurance proceeds in respect of the Lands, commence and prosecute any action for recovery of insurance proceeds in respect of the Lands, and settle or compromise any such action. Notwithstanding the foregoing, it will remain the Mortgagor's responsibility to demand, recover and receive such payments and nothing herein will render the Mortgagee liable to the Mortgagor for any act done by it in pursuance of the power of attorney granted in this paragraph 5(e) or for its failure to do any act or take any step permitted herein.
- (f) Pending application of any insurance monies by the Mortgagee, the same will be deemed to form part of the Lands and be subject to the charge hereby created.
- (g) If the Mortgagor neglects to keep the Lands or any part of them insured as aforesaid or to pay the said premiums and sums of money necessary for such purpose or to deliver the policy or policies or receipts as aforesaid then the Mortgagee will be entitled, but will not be obliged, to insure the Lands in the manner aforesaid.

6. IMPROVEMENTS TO BE FIXTURES

All improvements, fixed or otherwise, now on or hereafter put on the Lands (including but not limited to all buildings, mobile homes, machinery, plant, fences, furnaces, boilers, water heaters, heating, plumbing, air conditioning, cooking, refrigerating, ventilating, lighting and water-heating equipment, window blinds, storm windows, storm doors, window screens and screen doors, and all apparatus and equipment appurtenant thereto, whether movable or stationary, with the proper, usual and necessary gears, construction and appliances) are and will, in addition to other fixtures thereon, be and become fixtures and become part of the realty and of the security and are included in the expression the "Lands".

7. USE OF THE LANDS

- (a) The Mortgagor will not commit or permit any act of waste on the Lands or any portion thereof or do or permit anything which might impair the value thereof.
- (b) The Mortgagor will at all times during the continuance of this mortgage well and sufficiently repair, maintain, restore and keep the Lands and every part thereof in good and substantial repair.
- (c) The Mortgagee by its agents, solicitors or inspectors may enter upon the Lands or any part thereof at any reasonable time to view their state of repair.
- (d) If in the opinion of the Mortgagee the Lands or any part thereof are not in a proper state of repair it may serve notice upon the Mortgagor to make such repairs or replacements as the Mortgagee deems proper within a time limited by such notice. If the Mortgagor fails to comply with such notice such failure will constitute a breach of covenant hereunder and in such event the Mortgagee or its agents, employees or contractors may enter upon the Lands and proceed to repair as provided in this mortgage and will have all the remedies set forth herein.
- (e) The Mortgagor will not make, or permit to be made, any alterations or additions to the Lands, or change their present use thereof, without the consent of the Mortgagee.
- (f) If the Mortgagor rents out all or any portion of the Lands, the Mortgagor will faithfully perform any landlord's covenants which it may have undertaken or which it may hereafter undertake as landlord under any such leases and will neither do, neglect to do, nor permit to be done, anything (other than pursuing the enforcement of the terms of such leases in accordance with the terms thereof) which may cause a material modification or termination of any such leases or which may diminish the value of any leases, the rents provided for therein, or the interest of the Mortgagor or Mortgagee herein. The Mortgagor will not assign its interest in any such leases. The Mortgagor will give the Mortgagee immediate notice of any material default or notice of cancellation under any such leases.
- (g) In its ownership, operation and management of the Lands, the Mortgagor will observe and comply with all applicable federal, provincial and municipal by-laws, statutes, ordinances, regulations, orders and restrictions including but not limited to all health, fire safety and land use by-laws and all building codes affecting the Lands.

8. CARE OF THE LANDS

- (a) In this mortgage:
 - (i) "environment" includes the Lands and surroundings;
 - (ii) "pollutant" means any substance, class of substances, mixture of substances, form of energy or combination thereof that is capable of entering the environment in a quantity or concentration or under conditions that may cause an immediate or long term adverse effect, and includes anything defined as a hazardous substance, hazardous waste, toxic substance, dangerous goods, hazardous chemical, contaminant, or agricultural chemical under any federal, provincial or municipal laws or by-laws now or hereafter in force;
 - (iii) "release" includes the noun or verb form of spill, discharge, spray, inject, abandon, deposit, leak, seep, pour, emit, empty, throw, dump, place, exhaust and words of like or similar meaning.



- (b) Neither the Mortgagor, nor, to the knowledge of the Mortgagor after diligent inquiry and investigation, any other person, has ever caused or permitted any pollutant to be placed, handled, stored or disposed of on, under or at the Lands, or on, under or at adjacent lands, except as disclosed to the Mortgagee in writing.
- (c) The Mortgagor will not allow any pollutant to be placed, handled, stored or disposed of on, under or at the Lands without the prior written consent of the Mortgagee, which consent may be arbitrarily or unreasonably withheld.
- (d) In the event of a release, the Mortgagor will promptly take any and all necessary remedial action; provided, however, that the Mortgagor will not, without the Mortgagee's prior written consent, take any such remedial action nor enter into any settlement agreement, consent decree, or other compromise in respect of any related claims, proceedings, lawsuits or action commenced or threatened pursuant to any environmental, health or safety laws or in connection with any third party, if such remedial action, settlement, consent or compromise might impair the value of the Mortgagee's security hereunder. The Mortgagee's prior consent will not, however, be necessary if the release either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not possible to obtain the Mortgagee's consent prior to undertaking such action. If the Mortgagor undertakes any remedial action the Mortgagor will immediately notify the Mortgagee of any such remedial action in compliance with all applicable federal, provincial and municipal laws and by-laws, and in accordance with the orders and directives of all federal, provincial and municipal governmental authorities, to the satisfaction of the Mortgagee.
- (e) The Mortgagor agrees to defend, indemnify, and hold the Mortgagee harmless from and against any and all claims, losses, liabilities, damages and expenses (including, without limitation, legal costs as between a solicitor and his own client on a full indemnity basis, including those arising by reason of any of the aforesaid or an action under this indemnity) arising directly or indirectly from, out of or by reason of any release, environmental complaint, or any environmental health, fire, safety, and land use law governing the Mortgagor, its operations or the Lands. This indemnity will apply notwithstanding any negligent or other contributory conduct by or on the part of the Mortgagee or any one or more other parties or third parties and will survive the payment of and the satisfaction of this mortgage.

9. COVENANTS UNDER THE LAND TITLES ACT

- (a) The Mortgagor has a good title to the Lands;
- (b) The Mortgagor has the right to mortgage the Lands;
- (c) On default the Mortgagee will have quiet possession of the Lands;
- (d) The Lands are free from all encumbrances except as consented to in writing by the Mortgagee;
- (e) The Mortgagor will execute such further assurances of the Lands as may be required by the Mortgagee; and
- (f) The Mortgagor has done no act to encumber the Lands except as consented to in writing by the Mortgagee.

10. DEFAULT AND ACCELERATION

The security of this mortgage will, at the option of the Mortgagee, immediately become enforceable and may be enforced without the requirement of any or any further notice from the Mortgagee to the Mortgagor, in each of the following events, each of which shall constitute an event of default:

- (a) if the Mortgagor defaults in payment or in the observance or performance of any of the Obligations, or of any obligation, covenant or liability of the Mortgagor to the Mortgagee contained herein or in another security or agreement executed and delivered by the Mortgagor to the Mortgagee, and, except as otherwise expressly provided, such default continues for more than seven days following written notice from the Mortgagee to pay or to otherwise remedy the same;
- (b) if any warranty, representation or statement made or furnished to the Mortgagee by or on behalf of the Mortgagor in respect of the Lands or the Mortgagor proves to have been false or misleading in any material respect when made or furnished;
- (c) if the Lands are capable of generating income and there is loss or damage to the Lands or any part thereof which materially adversely affects its income-generating ability thereof in the reasonable opinion of the Mortgagee, and such loss or damage cannot be repaired or replaced so as to re-establish the income-generating ability of the Lands within a reasonable time and in any case within 90 days following such loss or damage;
- (d) if there is a seizure or attachment to or on the Lands;
- (e) if any charge or encumbrance created or issued by the Mortgagor affecting the Lands becomes enforceable and any step is taken to enforce the same;
- (f) if an order is made, an effective resolution passed or a petition is filed for the winding up of the Mortgagor, or a receiver of the Mortgagor or the Lands is appointed;
- (g) if the Mortgagor becomes insolvent, makes a general assignment for the benefit of its creditors or otherwise acknowledges insolvency, or a bankruptcy petition or receiving order is filed or made against the Mortgagor;
- (h) if the Mortgagor ceases or threatens to cease to carry on its business, makes a bulk sale of its assets or commits or threatens to commit any act of bankruptcy;



- (i) if any other mortgagee, encumbrancee or other party having a charge on the Lands commences proceedings to enforce its rights or security in such mortgage, encumbrance or charge or takes steps to collect all or any of the income generated from the Lands, or any part thereof;
- (j) if the Mortgagor grants or attempts to grant any form of security to any person other than the Mortgagee ranking or purporting to rank in priority to or equally with the security held by the Mortgagee on the Lands;
- (k) if the Mortgagor abandons the Lands or any part thereof;
- (l) if the Mortgagor operates a business on the Lands and fails to maintain and operate such business as a going concern in a prudent and businesslike manner to the reasonable satisfaction of the Mortgagee; or
- (m) if for any other reason the Mortgagee determines that its security under this mortgage is in jeopardy.

11. POWER OF ATTORNEY

Upon the occurrence of an event of default pursuant to paragraph 10, the following power of attorney will take effect: the Mortgagor hereby irrevocably appoints the Mortgagee, or such person or corporation as may be designated by the Mortgagee, as attorney on behalf of the Mortgagor to sell, lease, mortgage or otherwise dispose of or encumber the Lands or any part thereof, and to execute all instruments and do all acts, matters and things that may be necessary or convenient for carrying out the powers hereby given and for the recovery of all sums of money owing for or in respect of the Lands or any part thereof, and for the enforcement of all contracts and covenants in respect of the Lands or any part thereof, and for the taking and maintaining of possession of and the protection and preservation of the Lands or any part thereof.

12. RIGHT TO SEIZE

If the Mortgagor defaults in performing or fulfilling any of the covenants set forth in this mortgage it will be lawful for, and the Mortgagor hereby grants full power and license to, the Mortgagee to enter, seize and distrain upon the Lands or any part thereof, and by distress warrant to recover by way of rent reserved as in the case of a demise of the Lands as much of the principal and interest and other monies as is from time to time in arrears, together with all costs, charges and expenses attending such levy or distress as in like cases of distress for rent.

13. APPOINTMENT OF RECEIVER OR RECEIVER-MANAGER

- (a) At any time when there is default under any of the provisions of this mortgage the Mortgagee may, with or without entering into possession of the Lands or any part thereof, appoint in writing a receiver or a receiver/manager (the "Receiver") of the Lands or any part thereof and of the rents and revenues therefrom with or without security. The Mortgagee may from time to time by similar writing remove any Receiver and appoint another in its place. In making any such appointment or removal the Mortgagee will be deemed to be acting as agent or attorney for the Mortgagor. The statutory declaration of an officer of the Mortgagee as to the existence of such default will be conclusive evidence of such default. Every Receiver will be the irrevocable assignee or attorney of the Mortgagor for the collection of all rents falling due in respect of the Lands or any part of them. Every Receiver may, in the discretion of the Mortgagee and by writing under its corporate seal, be vested with all or any powers and discretions of the Mortgagee. The Mortgagee may from time to time fix the remuneration of every Receiver, who will be entitled to deduct the same from the income or proceeds of sale of the Lands. Every Receiver will, as far as concerns responsibility for his acts or omissions, be deemed the agent or attorney of the Mortgagor and in no event the agent of the Mortgagee. The appointment of every Receiver by the Mortgagee will not incur or create any liability on the part of the Mortgagee to the Receiver in any respect and such appointment or anything which may be done by the Receiver or the removal of any Receiver or the termination of any receivership will not have the effect of constituting the Mortgagee a mortgagee in possession of the Lands or any part of them. Every Receiver will from time to time have the power to rent any portion of the Lands which may become vacant for such term and subject to such provisions as it may deem advisable or expedient and in so doing every Receiver will act as the attorney or agent of the Mortgagor and will have the authority to execute under the Mortgagor's seal any lease of any such premises in the name of and on behalf of the Mortgagor. The Mortgagor undertakes to ratify and confirm whatever any Receiver may do in respect of the Lands. Every Receiver will have full power to manage, operate, amend, repair, alter or extend the Lands or any part thereof in the name of the Mortgagor for all purposes including securing the payment of rental for the Lands or any part of them. In exercising such powers, the Receiver will have all incidental powers, including the power to borrow such funds as may be required in connection therewith. No Receiver will be liable to the Mortgagor to account for monies or damages other than cash received by it in respect of the Lands or any part thereof. Out of such cash so received every Receiver will in the following order pay:
 - (i) its remuneration,
 - (ii) all payments made or incurred by it in connection with the management, operation, amendment, repair, alteration or extension of the Lands or any part of them, and
 - (iii) interest, principal and other money which may from time to time be charged upon the Lands in priority to this mortgage, and all taxes, insurance premiums and every other expenditure made or incurred by it in respect of the Lands or any part of them.
- (b) Notwithstanding the provisions of subparagraph (a) above, the Mortgagee, in addition to the right of private appointment contained therein, will have the right to apply to a court of competent jurisdiction for the appointment of a receiver or a receiver-manager, whether such application is made prior to or after the appointment of a receiver pursuant to subparagraph (a). The right to apply to a court for the appointment of a receiver or receiver-manager will be in addition to the right to appoint a receiver pursuant to subparagraph (a) and may be exercised at any time by the Mortgagee in its sole discretion.



14. DUE ON SALE

If, without the prior written consent of the Mortgagee:

- (a) the Mortgagor sells, conveys, transfers or assigns all or any part of its interest in the Lands, or
 - (b) where the Mortgagor is a corporation, there is a change in the control of such corporation;
- the full amount then secured by this mortgage shall, at the option of the Mortgagee, become immediately due and payable upon notice to the Mortgagor. For the purposes of this clause:
- (c) a change of control of a corporation will be deemed to occur if:
 - (i) there is a change of control in fact of the corporation within the meaning of section 256(5.1) and related sections of the Income Tax Act (Canada), or
 - (ii) more than 10% of the issued shares of the corporation carrying voting rights in respect of the election of directors of the corporation become owned by a body corporate, person or group of persons other than that or those which own or owns the issued voting shares in the corporation as at the date of this mortgage; and
 - (d) the giving or withholding of consent shall be solely within the Mortgagee's discretion and as a condition of consent the Mortgagee may require or impose such conditions as it sees fit, including but not limited to the requirement that any purchaser, transferee or assignee execute an assumption agreement in favour of the Mortgagee on such terms and conditions as the Mortgagee may require.

15. ASSIGNMENT OF RENTALS

As further security to the Mortgagee for repayment and performance of its other obligations as aforesaid, the Mortgagor hereby assigns, transfers and sets over to the Mortgagee all rents and other revenues from the Lands now or hereafter due or to become due, provided that:

- (a) the Mortgagor will be entitled to receive and recover such rents and other revenues until default under this mortgage;
- (b) if the Mortgagor defaults, all monies received by the Mortgagor in respect of the Lands after the default will be received by the Mortgagor in trust for the Mortgagee. Immediately after receiving such monies the Mortgagor will pay them to the Mortgagee;
- (c) the Mortgagee will have no obligation to collect any such rents or other revenues at any time and will be liable only for monies actually received;
- (d) nothing contained in this clause nor the exercise by the Mortgagee of any rights or remedies arising herefrom will place or be deemed to place the Mortgagee in possession of the Lands;
- (e) neither this assignment, nor the collection of rents pursuant to it, will be construed as a recognition or acceptance of any lease with respect to the Lands or any part thereof;
- (f) the Mortgagor will not accept any rents in excess of one monthly instalment in advance;
- (g) whenever requested by the Mortgagee the Mortgagor will assign to the Mortgagee its interest in each specific lease of the Lands or any part thereof and will execute such further specific or general assignments as may be requested by the Mortgagee from time to time; and
- (h) the Mortgagee or its agents may, but will not be obligated to, register this assignment at such registry offices as the Mortgagee in its discretion deems appropriate.

16. CONDOMINIUM

If the Lands are or hereafter become subject to a condominium plan duly created pursuant to the provisions of the *Condominium Property Act* (Alberta) (which, as amended from time to time, together with any legislation substituted therefor is herein collectively called "the Act"), then:

- (a) the Mortgagor fully and absolutely assigns, transfers and sets over to the Mortgagee all of the Mortgagor's voting rights now existing or which may hereafter come into existence with respect to the Lands and with respect to the Condominium Corporation of which the Mortgagor is a member by virtue of the Mortgagor's ownership of the condominium unit or units being charged by this mortgage (the "Condominium Corporation"), whether such voting rights arise under the Act, under the By laws of the Condominium Corporation, under any agreement with the Condominium Corporation, or otherwise howsoever. The Mortgagor will execute any documentation which in the sole opinion of the Mortgagee is necessary or advisable to give full effect to the foregoing. Provided however, that if the Mortgagee is not present in person or by proxy, or, if present, does not wish to vote, then the Mortgagor may without further authority exercise all voting rights other than the right to vote on any matter requiring a unanimous resolution. Provided further that the Mortgagee may, by written notice to the Mortgagor, terminate all voting rights and privileges of the Mortgagor;
- (b) notwithstanding anything to the contrary herein contained:
 - (i) the Mortgagor will observe and perform every covenant and provision required to be performed under or pursuant to the terms of this mortgage, the Act, the By laws of the Condominium Corporation in effect from time to time, and under any agreement between the Mortgagor and the Condominium Corporation; and



(ii) without limiting the generality of the preceding subparagraph, the Mortgagor will pay promptly when due all assessments, instalments or payments owing by it to the Condominium Corporation; and

(c) where the Mortgagor defaults in the Mortgagor's obligations to contribute to the common expenses assessed or levied by the Condominium Corporation or any authorized agent on its behalf, or any assessment, instalment or payment owing to the Condominium Corporation, or upon breach of any covenant or provision contained in this section, then regardless of any other action or proceeding taken or to be taken by the Condominium Corporation, the Mortgagee, at its option and without notice to the Mortgagor may pay such contribution owing to the Condominium Corporation or rectify any such default or breach by the Mortgagor.

17. SUBROGATION

The Mortgagee may pay off any charges or encumbrances against the Lands and in such cases will be subrogated to the rights of, stand in the position of, and be entitled to all the equities of the person so paid off, whether the same are or are not discharged.

18. PRIOR CHARGE

If the Mortgagor defaults in the performance of any covenants, payments or conditions contained in any mortgage, lien, agreement for sale, encumbrance, interest in land or other charge or claim upon or with respect to the Lands which has or may have or which may acquire priority to this mortgage (any and all of which are herein called the "Prior Charge") then such default will constitute a default under this mortgage and the Obligations will, at the option of the Mortgagee, become immediately due and payable without notice or demand. The Mortgagee will be entitled but not obligated to pay any arrears or other sums payable under the Prior Charge, or to pay off all or any portion of the amount thereby secured. For the purposes of tendering any arrears or other sums payable to a holder of a Prior Charge, the Mortgagor hereby irrevocably appoints the Mortgagee its agent and irrevocably directs the Mortgagee to tender such monies upon the holder of a Prior Charge in the name of and on behalf of the Mortgagor. In this regard the Mortgagor hereby assigns to the Mortgagee its equity of redemption, if any, with respect to the Prior Charge, together with the statutory right of redemption given to the Mortgagor by the provisions of *The Law of Property Act* (Alberta), as in force and amended from time to time. It is the intention of the parties that the Mortgagee will have the same rights and powers, but not the liabilities, as the Mortgagor under and pursuant to the terms of the Prior Charge so that the Mortgagee will be in a position to take whatever steps are necessary to bring the Prior Charge into good standing once default has occurred thereunder. This assignment is not intended to encompass the Mortgagor's entire interest in the Prior Charge, but only to the extent hereinbefore stipulated. Furthermore, nothing herein contained will create any obligation upon the Mortgagee to cure any default on behalf of the Mortgagor.

19. PARTIAL RELEASE

The Mortgagee may release any part of the Lands at any time at its discretion, or may release any person from this mortgage or from any of the covenants herein contained or contained in any collateral security, either with or without any consideration therefor, without responsibility therefor and without releasing any other part of the Lands, any other person or any collateral security.

20. MORTGAGEE IN POSSESSION

If the Mortgagee exercises any of its rights hereunder, or goes into possession of the Lands or any part thereof for any purpose under the powers conferred upon it by this mortgage or by law, it will not be deemed to be a mortgagee in possession nor responsible in any way for anything other than monies actually received by it.

21. APPROPRIATION OF PAYMENTS

(a) This mortgage is intended as collateral security to secure the Obligations and any other amounts owing under and secured hereby in accordance with the terms hereof, and will secure any ultimate balance owing. No payment by the Mortgagor will reduce the amount secured by this mortgage unless:

(i) the Mortgagee so agrees in writing; or

(ii) the Mortgagor's obligations to the Mortgagee do not exceed the principal sum secured as set forth in paragraph 2 of this mortgage, the Mortgagee has no obligation to advance further funds to the Mortgagor or for which the Mortgagor would be liable, and the Mortgagor advises the Mortgagee in writing that the amount paid will reduce the principal sum secured by this mortgage.

(b) Subject to clause (c) below, any amount received by the Mortgagee which reduces the gross amount secured by this mortgage will be applied in whatever manner the Mortgagee thinks fit as between principal, interest or other monies secured by this mortgage.

(c) If, prior to the Mortgagee requiring payment from the Mortgagor under the Obligations, the Mortgagee received:

(i) a payment from the Mortgagor which reduces the amount secured hereunder;

(ii) insurance proceeds which are not applied to rebuild, reinstate or repair the Lands or released to the Mortgagor; or

(iii) any monies as a result of a demand upon or realizing upon the security of this mortgage and which reduces the amount secured by this mortgage;



the Mortgagee will retain the amount received (after deduction of any appropriate costs and expenses in accordance with this mortgage) in a collateral account in substitution for this mortgage to the extent of the amount so retained, and such amount will constitute collateral security to the Mortgagee for the Obligations of the Mortgagor.

22. EXPROPRIATION AND CONDEMNATION

- (a) Notwithstanding anything to the contrary contained herein, if the Mortgagee receives a notice of intention to expropriate (as referred to in the *Expropriation Act* (Alberta)) the Lands or the estate or interest of the Mortgagee in the Lands, or the Lands are condemned by any authority having jurisdiction in that regard, then the Obligations will at the option of the Mortgagee automatically become due in full on demand by the Mortgagee.
- (b) The damages, proceeds, consideration and award, whether awarded by the Land Compensation Board, the Surface Rights Board, a court or otherwise, resulting from any expropriation are, to the extent of the full amount of the monies and obligations secured by this mortgage and remaining unpaid on the date of such expropriation, hereby assigned by the Mortgagor to the Mortgagee and will be paid immediately to the Mortgagee.
- (c) The Mortgagor acknowledges that it is aware of the provisions of Sections 49 and 52 of the *Expropriation Act* (Alberta); and any amendments thereto, and hereby waives the benefit of such provisions or any legislation similar thereto or in replacement thereof. The Mortgagor covenants to pay to the Mortgagee the difference between the amount secured under this mortgage and the monies paid by the expropriating authority to the Mortgagee, together with interest thereon at the Interest Rate both before and after maturity, default, acceleration and the obtaining of any judgment by the Mortgagee.

23. GENERAL CLAUSES

- (a) Any notice required or permitted to be given to the Mortgagor in connection with this mortgage may be delivered or mailed to it by registered mail addressed to it at its last address as shown on the records of the Mortgagee. Such notice will be conclusively deemed to have been received on the date of delivery or three business days after the date of mailing. No want of notice or publication when required by this mortgage or by any statute, nor any impropriety or irregularity, will invalidate any sale made or purported to be made under this mortgage.
- (b) No waiver by the Mortgagee of the performance of any covenant, proviso, condition or agreement herein contained will take effect or be binding on the Mortgagee unless the same is expressed in writing by the Mortgagee or its duly authorized agent. Such waiver will not nullify such covenant, proviso, condition or agreement, affect its future enforcement or be a waiver of any subsequent breach of the same.
- (c) A default in the due observance or performance by the Mortgagor of any of its covenants contained in the Obligations or in any promissory notes, agreements, or other securities which may now or at any time be held or taken by the Mortgagee in respect of the Obligations will, in addition to its usual effect, have the same effect and give rise to the same rights and remedies as a default under the terms of this mortgage. If the Mortgagee becomes entitled to take legal proceedings of any nature whatsoever against the Mortgagor in respect of this mortgage or in respect of the Obligations or any of the said promissory notes, agreements or other securities, the Mortgagee may either concurrently with such suit, successively or otherwise, pursue any or all of its other remedies. If the Mortgagee pursues one or other of the said remedies this will not constitute an election by the Mortgagee to abandon any of the other remedies.
- (d) The lien and charge hereby created will take effect immediately on the execution of this mortgage, and will secure the full amounts referenced in paragraph 2 hereof.
- (e) If the Mortgagor is a body corporate it will maintain its separate corporate existence and do all such things as are required in order to permit it to carry on its business.
- (f) If the Mortgagor operates a business on the lands or otherwise derives revenue therefrom the Mortgagor will:
 - (i) maintain proper records and books of account with respect to the operation of its business on the Lands and the income and expenses related thereto. The Mortgagor will allow the Mortgagee's representatives at all reasonable times to inspect all such records and books of account as such representatives may deem necessary; and
 - (ii) provide to the Mortgagee such information, financial or otherwise, as to the business and affairs of the Mortgagor, in relation to the Mortgagor being able to observe and perform its obligations to the Mortgagee under this mortgage, as the Mortgagee may from time to time request.
- (g) The Mortgagor will fulfill or comply with such additional terms, conditions and covenants, if any, as are contained on Schedule "B" to this mortgage.



24. **INTERPRETATION**

- (a) If the context so requires, wherever the neuter is used it will include the feminine and masculine, and wherever the singular is used it will include the plural.
- (b) If there is more than one Mortgagor then all covenants and stipulations herein contained or implied will apply to and be binding upon all the Mortgagors jointly and severally; provided always, and it is expressly agreed, that all covenants, provisos, powers, privileges and licenses herein expressed or implied will be binding upon and enure to the benefit of the respective legal personal representatives, successors and assigns of the parties.
- (c) The provisions contained in any schedules to this mortgage are incorporated by reference and form a part of this mortgage as fully as if set out in the body of this mortgage. The covenants and obligations of the Mortgagor and the rights and remedies of the Mortgagee contained in this mortgage are in addition to those granted or implied by statute or otherwise imposed or granted by law.
- (d) If any provision of this mortgage is held to be invalid or unenforceable by a Court of competent jurisdiction it will be deemed to have been deleted from the mortgage and the remaining provisions of this mortgage will continue in full force and effect and be enforceable to the greatest extent permitted by law.
- (e) The headings contained in this mortgage are inserted for ease of reference only and will not be construed so as to limit or restrict the obligations of the Mortgagor or the rights and remedies of the Mortgagee herein.
- (f) Neither the execution nor registration of this mortgage or any additional or other security or documentation will act as a merger of or otherwise affect the enforceability of the Obligations. All agreements and securities now or hereafter entered into by the Mortgagor with or in favour of the Mortgagee, whether related to the within transaction or otherwise, will be in addition to and not in substitution for any agreements or securities previously granted, unless expressly provided to the contrary therein.

25. **CHARGE**

For better securing to the Mortgagee the repayment in the manner aforesaid of the said principal sum and interest and other charges and monies hereby secured, and for the due performance by the Mortgagor of all of the covenants, provisos and conditions herein expressed or implied, the Mortgagor hereby mortgages to the Mortgagee all its estate and interest in the Lands.

26. **DISCHARGE**


The Mortgagee will have a reasonable time to provide the Mortgagor with a registrable discharge of this mortgage, upon the Mortgagor becoming entitled to such discharge. All costs related to such discharge will be borne by the Mortgagor to the extent permitted by law.

IN WITNESS WHEREOF the Mortgagor has executed this mortgage on the 29 day of December, 2020.

Witness:

732482 ALBERTA LTD




Per: YO SUP KIM
DIRECTOR

Witness:

EXHIBIT "B"

UPDATED PAYOUT STATEMENT AS AT OCTOBER 15, 2020

(See attached)

**"SCHEDULE "C"
INDEBTEDNESS**

Facility	Principal	Interest	Amount Outstanding	Per Diem
725-26007492600 (the "Revolving Loan Facility")	\$51,274.50	\$118.60	\$51,393.10	\$6.95
725-26007911100 (the "Term Loan Facility 100")	\$535,165.47	\$1,170.03	\$536,335.50	\$78.00
725-26007919700	\$4,385,419.87	\$9,587.85	\$4,395,007.72	\$639.19
725-33665670600 (the "Internal Cost Account Facility")	\$89,847.68	\$5,269.51	\$95,117.19	\$13.42
915-37952859800	\$40,000.00	-	\$40,000.00	-
Business MasterCard (the "MasterCard Facility")	-	-	\$24,262.00	-
	\$5,101,707.52	\$16,145.99	\$5,142,115.51	\$737.56
	Total: as of October 15, 2020, excluding costs:			
			\$5,142,115.51	

THIS IS **EXHIBIT "J"** REFERRED TO IN THE
AFFIDAVIT OF BRIAN SPILCHEN.

SWORN BEFORE ME THIS 19 DAY OF
JULY, 2021.



A Commissioner for Oaths in and for the Province
of Alberta

COLLEEN ELIZABETH JILL KONKIN
A Commissioner for Oaths/Notary Public
In and for the Province of Alberta

COLLEEN ELIZABETH JILL KONKIN
Student-at-Law

Clerk's Stamp:

COURT FILE NUMBER 2101 -

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

PLAINTIFF ATB FINANCIAL

DEFENDANTS **732482 ALBERTA LTD., HAN SEUNG YOO, JAI HYUN YOO, HYE YOUNG YEO, JIN OK YEO, GAB BUN KIM, OK SOON KIM, SE JIN KIM, SUNG YEON KIM, YOUNG OK KIM and YO SUP KIM**

DOCUMENT **CONSENT TO ACT**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

Burnet, Duckworth & Palmer LLP
 2400, 525 – 8 Avenue SW
 Calgary, Alberta T2P 1G1
 Lawyer: **David LeGeyt / Ryan Algar**
 Phone Number: (403) 260-0210 / (403) 260-0126
 Fax Number: (403) 260-0332
 Email Address: dlegeyt@bdplaw.com / ralgar@bdplaw.com
 File No. 38795-2792

CONSENT TO ACT

BDO Canada Limited hereby consents to act as receiver and manager of 732482 Alberta Ltd., without security, of all of 732482 Alberta Ltd.'s current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof in these proceedings if so appointed by this Honourable Court.

DATED at Calgary, Alberta this 15th day of July, 2021.

BDO CANADA LIMITED

Per: 

Name: Kevin Meyler
 Title: Senior Vice President / Partner