

COURT FILE NUMBER

Clerk's Stamp

COURT

COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY

PLAINTIFF

ATB FINANCIAL (FORMERLY ALBERTA  
TREASURY BRANCHES)

DEFENDANTS

ST. ALBERT LIMITED PARTNERSHIP by and through  
its general partner ST. ALBERT REAL ESTATE  
SYNDICATE GP LTD., ST. ALBERT REAL ESTATE  
SYNDICATE GP LTD., and JOHN TORODE

**DOCUMENT**

**AFFIDAVIT**

ADDRESS FOR  
SERVICE AND  
CONTACT  
INFORMATION OF  
PARTY FILING THIS  
DOCUMENT

MLT AIKINS LLP  
Barristers and Solicitors  
2100, 222 3<sup>rd</sup> Ave SW  
Calgary, Alberta T2P 0B4  
Fax: 403.508.4349  
Attention: Ryan Zahara/Molly McIntosh  
Phone: 403.693.5420/780.969.3501  
File: 0114153.00065

**AFFIDAVIT OF OLENA OLENCHUK**

**Sworn/Affirmed on March 12, 2024**

I, Olena Olenchuk, of the City of Calgary, in the Province of Alberta, **SWEAR/AFFIRM AND SAY THAT:**

1. I am a Director, Corporate Risk Advisory & Management of ATB Financial, formerly Alberta Treasury Branches ("ATB") and, as such, have personal knowledge of the facts and matters deposed herein, 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 maintained by ATB in respect of the matters at issue, which I verily believe were made in the ordinary and usual course of business, and where I do not have direct personal knowledge of the matters deposed herein, my knowledge is derived from my review of the business records of ATB, relevant copies of which are attached to this Affidavit.

3. I am authorized to make this Affidavit on behalf of ATB.

### **The Parties**

4. The Plaintiff, ATB, is a financial institution and Crown corporation owned by the Province of Alberta. ATB is regulated entirely by the Government of Alberta under the authority of the *ATB Act*, RSA 2000, c A-45.2, and the *Alberta Treasury Branches Regulation*, Alta Reg 187/1997.
5. The Defendant, St. Albert Limited Partnership ("**St. Albert LP**") is a limited partnership registered in accordance with the laws in Alberta. Attached hereto and marked as **Exhibit "A"** is a copy of an Alberta Corporate Registry Partnership search of St. Albert LP dated March 6, 2024.
6. The Defendant, St. Albert Real Estate Syndicate GP Ltd. ("**St. Albert GP**" or the "**Corporate Guarantor**"), is a corporation incorporated pursuant to the laws in the Province of Alberta with its registered office in Calgary, Alberta. Attached hereto and marked as **Exhibit "B"** is a copy of an Alberta Corporate Registry search of St. Albert GP, dated March 6, 2024.
7. The Defendant, John Torode ("**Torode**" or the "**Individual Guarantor**" and together with the Corporate Guarantor, the "**Guarantors**"), is an individual who to the best of ATB's knowledge, resides in Calgary, Alberta. Torode is one of two directors of St. Albert GP.

### **The Lands**

8. St. Albert GP is the registered owner on title to lands located at 7 9 St. Anne Street, St. Albert and legally described as follows:

Firstly

PLAN 7822207  
BLOCK 5  
LOT 61  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AREA: 0.429 HECTARES (1.06 ACRES) MORE OR LESS

Secondly

PLAN 8222311  
BLOCK 5

LOT 65  
EXCEPTING THEREOUT ALL MINES AND MINERALS

(the "Lands").

9. The Lands contain a three-storey commercial building comprised of office and retail rental space (the "**Building**" and together with the Lands, the "**Property**").
10. Attached hereto and collectively marked as **Exhibit "C"** is a copy of the Certificate of Title for the Lands from the Alberta Land Titles Office, dated March 6, 2024.

### The Commitment Letter

11. Pursuant to a commitment letter, dated April 9, 2020 (the "**Commitment Letter**"), between ATB, as lender, and St. Albert LP, by its general partner, St. Albert GP (jointly, the "**Borrower**"), ATB extended to the Borrower a Non-Revolver, Reducing Credit Facility in the amount of \$8,750,000 (the "**Credit Facility**") on certain terms and conditions including, but not limited to, the following:
  - (a) the Borrower agreed to pay interest on all amounts owing to ATB under the Credit Facility at a rate of 3.75% per annum;
  - (b) the Borrower agreed to pay all amounts owing to ATB under the Credit Facility upon demand by ATB and until such demand was made, the Borrower agreed to make monthly payments based on a 240-month amortization; and
  - (c) the Borrower agreed that it would not permit the Debt Service Coverage (as that term is defined in the Commitment Letter) ratio to be less than 1.25:1.00.
12. Attached hereto and marked as **Exhibit "D"** is a copy of Commitment Letter.

### The Security

13. As security for all amounts owing by the Borrower to ATB including, but not limited to, amounts owing pursuant to the Commitment Letter, the Borrower entered into a general security agreement, dated April 20, 2020 (the "**Borrower GSA**"), in favour of ATB in respect of the Borrower's present and after acquired personal property used in connection with or arising from the business carried on at or about the Lands, and the proceeds thereof.

14. Attached hereto and marked as **Exhibit "E"** is a copy of the Borrower GSA.
15. As further security for all amounts owing by the Borrower to ATB including, but not limited to, amounts owing pursuant to the Commitment Letter, the Guarantors entered into the following:
  - (a) an unlimited continuing guarantee and postponement of claims dated April 20, 2020 from the Corporate Guarantor to ATB (the "**Corporate Guarantee**"), a copy of which is attached hereto and marked as **Exhibit "F"**; and
  - (b) a continuing guarantee and postponement of claims dated April 20, 2020, from the Individual Guarantor to ATB, guaranteeing up to the amount of \$2,250,000.00 of the Borrower's obligations to ATB (the "**Torode Guarantee**", and together with the Corporate Guarantee, the "**Guarantees**"), a copy of which is attached hereto and marked as **Exhibit "G"**.
16. As further security for all amounts owing by the Borrower to ATB including, but not limited to, amounts owing pursuant to the Commitment Letter, and amounts owing by St. Albert GP to ATB pursuant to the Corporate Guarantee, St. Albert GP entered into the following:
  - (a) a general security agreement, dated April 20, 2020 (the "**GP GSA**"), in favour of ATB, a copy of which is attached hereto and marked as **Exhibit "H"**;
  - (b) a collateral mortgage in the amount of \$9,000,000, dated April 20, 2020 (the "**Collateral Mortgage**") in favour of ATB in respect of the Lands, a copy of which is attached hereto and marked as **Exhibit "I"**; and
  - (c) a general assignment of leases and rents, dated April 20, 2020 (the "**GP Assignment**" and together with the Corporate Guarantee, the GP GSA, the Collateral Mortgage, and the GP Assignment, the "**GP Security**") in favour of ATB in respect of the Lands, a copy of which is attached hereto and marked as **Exhibit "J"**.
17. The Borrower GSA, the Guarantees, and the GP Security are collectively referred to hereinafter as the "**Security**".



18. ATB has registered its security interests created by the Security at the Alberta Personal Property Registry (the “PPR”) and the Alberta Land Titles Office.
19. Attached hereto and marked as **Exhibit “K”** is a copy of a search of St. Albert LP at the PPR dated March 8, 2024.
20. Attached hereto and marked as **Exhibit “L”** is a copy of a search of St. Albert GP at the PPR dated March 8, 2024.

**The Indebtedness**

21. As of March 11, 2024, the total indebtedness of the Borrower to ATB pursuant to the Commitment Letter is \$7,737,946.67, plus interest accruing thereafter at the rates set out in the Commitment Letter, and all legal and other costs and expenses incurred by ATB in respect of the Commitment Letter (collectively, the “**Outstanding Indebtedness**”), which is comprised as follows:

Category	Amount in CAD\$ (as at March 11, 2024)
<b>Credit Facility – 760-37776674200</b>	
Principal	\$7,708,831.92
Accrued Interest	\$20,592.09
Per Diem Interest	\$792.00
<b>TOTAL</b>	<b>\$7,729,424.01</b>
<b>Cost Account – 760-46220277800</b>	
Principal	\$8,460.35
Accrued Interest	\$62.31
Per Diem Interest	\$2.60
<b>TOTAL</b>	<b>\$8,522.66</b>
<b>GRAND TOTAL</b>	<b>\$7,737,946.67</b>

22. Attached hereto and marked as **Exhibit “M”** is a copy of the Statement of Indebtedness dated March 11, 2024, exclusive of legal fees and other fees and disbursements.

**Defaults and Demands**

23. Starting on or around December 31, 2021, the Borrower failed to meet the Debt Service Coverage ratio of 1.25:1 as required by the Commitment Letter (the “**Ratio Default**”).

24. On June 26, 2023, ATB issued a Notice of Default to the Borrower advising of the Ratio Default (the "**Notice of Default**"). Attached hereto and marked as **Exhibit "N"** is a copy of the Notice of Default.
25. Notwithstanding the Ratio Default, ATB was prepared to, and made several attempts with the Defendants to propose a forbearance agreement to permit the Borrower time to attempt to increase the occupancy rate of the Property to maximize the value of the Property for a potential sale for the purpose of repaying the Outstanding Indebtedness. However, the Defendants were not agreeable to a forbearance agreement on the terms proposed by ATB. ATB understands that the Borrower was unable to reach an agreement amongst its principals on whether to proceed with a form of forbearance agreement.
26. On September 27, 2023, ATB submitted a letter of intention (the "**LOI**") to the Borrower whereby ATB would agree to forbear from the enforcement of the Security until May 31, 2024, on certain terms and conditions, however, the Borrower did not accept the LOI or attempt to negotiate any terms in the LOI. Attached hereto and marked as **Exhibit "O"** is a copy of the LOI.
27. On January 19, 2024, ATB submitted a further letter of intention (the "**Second LOI**") to the Borrower whereby ATB would agree to forbear from the enforcement of the Security until June 30, 2024, on certain terms and conditions, however, the Borrower did not accept the Second LOI or attempt to negotiate any terms in the Second LOI. Attached hereto and marked as **Exhibit "P"** is a copy of the Second LOI.
28. Starting in or around January 31, 2024, the Borrower failed to make scheduled payments on the Credit Facility as required by the Commitment Letter (the "**Payment Defaults**" and together with the Ratio Default, the "**Commitment Letter Defaults**").
29. As a result of the Commitment Letter Defaults, on February 20, 2024, ATB issued demand letters to each of the Borrower, St. Albert GP, and Torode, for payment of the indebtedness then owing to ATB, which at the time totaled \$7,725,222.68 plus any interest accruing thereafter, legal and professional fees, costs, charges, disbursements, and expenses, along with a notice of intention to enforce on the Security pursuant to section 244 of the *BIA* (the "**Demands**").

30. Attached hereto and marked as **Exhibit “Q”** is a copy of the demand and notice sent to St. Albert LP.
31. Attached hereto and marked as **Exhibit “R”** is a copy of the demand and notice sent to St. Albert GP.
32. Attached hereto and marked as **Exhibit “S”** is a copy of the demand sent to Torode.
33. In response to the Demands, legal counsel for ATB received correspondence (the **“Response”**) from legal counsel for the Borrower and the Guarantors on February 26, 2024. The Response proposed that the Borrower would cooperate and would be prepared to provide consent judgments in exchange for no further action against the Personal Guarantor. Attached hereto and marked as **Exhibit “T”** is a copy of the Response.
34. In reply, ATB proposed that the parties enter into a Standstill and Tolling Agreement (the **“Standstill Agreement”**) whereby the parties would agree to, among other things, the following:
  - (a) St. Albert LP and St. Albert GP shall provide executed copies of the Consent Documents (as defined in the Standstill Agreement), including the Consent Judgment, the Consent Receivership Order, and the Consent Redemption Order in respect of the Lands;
  - (b) ATB will refrain from taking any steps in the Action against Torode in respect of the Torode Guarantee until the earlier of:
    - (i) Torode fails to provide executed copies of the LTO Consent and/or Form 13 (as those terms are defined in the Standstill Agreement);
    - (ii) St. Albert LP and/or St. Albert GP fails to provide the Consent Documents in accordance with the Standstill Agreement;
    - (iii) the conclusion of the Receivership proceedings against St. Albert LP and St. Albert GP (provided ATB’s Application is granted) and a final distribution being made to ATB such that a calculation can be completed as to the shortfall between the indebtedness owing to ATB pursuant to the

Commitment Letter, the Borrower GSA, and the GP Security, and the realization on its security of St. Albert LP and St. Albert GP;

- (iv) upon 30 days' written notice to the other parties;
  - (v) in any event, no later than one year from the Effective Date (as defined in the Standstill Agreement); and
- (c) in addition to the Events of Termination (as that term is defined in the Standstill Agreement), ATB shall also have the right to terminate the Standstill Agreement, in its sole discretion, upon the occurrence of certain milestones in accordance with the Standstill Agreement.
35. Attached hereto and marked as **Exhibit "U"** is a copy of the executed Standstill Agreement, along with the Schedules attached thereto (including the Consent Documents).
36. Neither the Borrower nor the Guarantors have been able to provide payment in full of the Outstanding Indebtedness and the time for providing notice under section 244 of the *BIA* has now expired.

#### **Receiver and Manager**

37. The Defendants have had a significant amount of time to attempt to rectify the Commitment Letter Defaults and to repay the amounts outstanding to ATB, which is now in excess of 7 months since the issuance of the Notice of Default to the Borrower. The Borrower also does not appear to be able to function normally due to disputes amongst the principals and have not been able to repay amounts outstanding to ATB. ATB does not believe that providing any additional time to the Borrower or the Guarantors will result in the Outstanding Indebtedness being repaid.
38. Now shown to me and marked as **Confidential Exhibit "A"** (the "**Confidential Exhibit**") to this Affidavit but not attached to this Affidavit due to its confidential nature, is an appraisal (the "**Appraisal**") of the Lands, dated July 1, 2023, conducted by CBRE Limited, which concludes that the market value of the Lands is below the Outstanding Indebtedness owing to ATB (the "**Appraisal**").

39. The Confidential Exhibit contains confidential and commercially sensitive information of the Borrower and the Corporate Guarantor, as applicable, which if disclosed at this time could potentially prejudice any sales process that might be conducted by a Receiver of the Borrower and the Corporate Guarantor, should a receiver be appointed. ATB is seeking a sealing order over the Confidential Exhibit in order to preserve the confidentiality of this information until such time as a sales process is concluded.
40. As a result of the foregoing, I believe that the appointment of a receiver over the assets, undertakings, and properties of St. Albert LP and St. Albert GP is just, convenient, and necessary to protect the interests of ATB and to preserve and realize on the Security in an orderly and efficient fashion.
41. ATB is not aware of what, if any alternative funds, the Borrower has available to continue to fund operations or pay debts generally as they become due.
42. ATB believes that it is unlikely that St. Albert LP or St. Albert GP will be able to repay the Outstanding Indebtedness owing to ATB without realizing on and liquidating all or substantially all of their respective property.
43. The respective Security provides for the appointment of a receiver over the assets of St. Albert LP and St. Albert GP.
44. ATB believes that the appointment of a receiver will be the most cost effective and efficient way to realize on the value of the assets and minimize the costs associated with his process.
45. ATB has approached Kevin Meyler at BDO Canada Ltd. ("BDO") to act as Receiver of St. Albert LP and St. Albert GP should ATB's application be granted. BDO has consented to act as Receiver should the Court grant the relief sought by ATB. I am advised by my counsel and do verily believe that an executed Consent to Act as Receiver from Mr. Meyler of BDO will be submitted to the Court in advance of the application.

46. I make this affidavit in support of an application to appoint a receiver over the assets, undertakings and property of St. Albert LP and St. Albert GP, and for no improper purpose.

**SWORN BEFORE ME** at the City of  
Calgary, in the Province of Alberta,  
this 12<sup>th</sup> day of March, 2024.



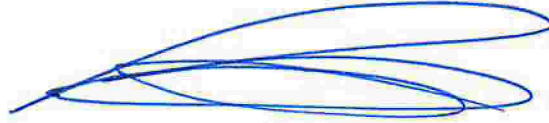
A Commissioner for Oaths in and for Alberta



Olena Olenchuk, Director, Corporate Risk  
Advisory & Management

**Kyle R. Smith**  
Barrister & Solicitor

**THIS IS EXHIBIT "A" TO THE  
AFFIDAVIT OF OLENA OLENCHUK  
SWORN BEFORE ME AT CALGARY, ALBERTA,  
this 12<sup>th</sup> day of March, 2024**

A handwritten signature in blue ink, consisting of several overlapping loops and a long horizontal stroke, positioned above a horizontal line.

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**A COMMISSIONER FOR OATHS IN AND FOR ALBERTA**

**Kyle R. Smith**  
Barrister & Solicitor

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

Date of Search: 2024/03/06  
 Time of Search: 03:05 PM  
 Search provided by: MLT AIKINS LLP (CALGARY)  
 Service Request No: 41634734  
 Customer Reference No: 0114153.00065

**Registration No:** LP17886912  
**Current Business Name:** ST. ALBERT LIMITED PARTNERSHIP  
**Status of Business Name:** Active  
**Trade Name / Partnership Type:** Limited Partnership  
**Date of Registration:** 2013/12/05 YYYY/MM/DD  
**Home Jurisdiction:** ALBERTA

## Current General Partner:

**Last/Legal Entity Name:** ST. ALBERT REAL ESTATE SYNDICATE GP LTD.  
**Street:** 226 - 1111 OLYMPIC WAY S.E.  
**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:** T2G0E6

## Other Information:

## Filing History:

List Date	Type of Filing
2013/12/05	Register Limited Partnership
2020/05/14	Amend Limited Partnership

## Attachments:

Attachment Type	Microfilm Barcode	Date Recorded (YYYY/MM/DD)
Certificate of Limited Partnership (AB)	10000601000201716	2013/12/05
Notice to Amend	10000607129352975	2020/05/14
Notice to Amend	10000007129352978	2020/05/14

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" TO THE  
AFFIDAVIT OF OLENA OLENCHUK  
SWORN BEFORE ME AT CALGARY, ALBERTA,  
this 12<sup>th</sup> day of March, 2024**

A handwritten signature in blue ink, consisting of several overlapping loops and lines, positioned above a horizontal line.

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**A COMMISSIONER FOR OATHS IN AND FOR ALBERTA**

**Kyle R. Smith**  
Barrister & Solicitor

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

Date of Search: 2024/03/06  
 Time of Search: 03:25 PM  
 Search provided by: MLT AIKINS LLP (CALGARY)  
 Service Request Number: 41635046  
 Customer Reference Number: 0114153.00065

**Corporate Access Number:** 2017848306  
**Business Number:** 817585524  
**Legal Entity Name:** ST. ALBERT REAL ESTATE SYNDICATE GP LTD.

**Legal Entity Status:** Active  
**Alberta Corporation Type:** Named Alberta Corporation  
**Registration Date:** 2013/11/15 YYYY/MM/DD

**Registered Office:**

**Street:** 104-7710 5 ST SE  
**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:** T2H2L9

**Mailing Address:**

**Post Office Box:** PO BOX 76037 RPO MILLRISE  
**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:** T2Y2Z9

**Email Address:** CMILLER@TORODE.COM

**Primary Agent for Service:**

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
MILLER	CONNIE	L		PO BOX 76037 RPO MILLRISE	CALGARY	ALBERTA	T2Y2Z9	CMILLER@TORODE.COM

**Directors:**

**Last Name:** TORODE

**First Name:** JOHN  
**Street/Box Number:** PO BOX 76037 RPO MILLRISE  
**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:** T2Y2Z9

**Voting Shareholders:**

**Last Name:** TORODE MCDONALD  
**First Name:** REECE  
**Street:** PO BOX 76037 RPO MILLRISE  
**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:** T2Y2Z9  
**Percent Of Voting Shares:** 100

**Details From Current Articles:**

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

**Share Structure:** ONE CLASS OF SHARES, TO BE DESIGNATED AS "COMMON SHARES", IN AN UNLIMITED NUMBER.  
**Share Transfers Restrictions:** THE ATTACHED SCHEDULE OF RESTRICTIONS ON SHARE TRANSFERS IS INCORPORATED INTO AND FORMS PART OF THIS FORM.  
**Min Number Of Directors:** 1  
**Max Number Of Directors:** 7  
**Business Restricted To:** NONE  
**Business Restricted From:** NONE  
**Other Provisions:** THE ATTACHED SCHEDULE OF OTHER PROVISIONS IS INCORPORATED INTO AND FORMS PART OF THIS FORM.

**Associated Registrations under the Partnership Act:**

Trade Partner Name	Registration Number
ST. ALBERT LIMITED PARTNERSHIP	LP17886912

**Other Information:**

**Last Annual Return Filed:**

File Year	Date Filed (YYYY/MM/DD)
2023	2023/10/26

**Filing History:**

List Date (YYYY/MM/DD)	Type of Filing
2013/11/15	Incorporate Alberta Corporation
2019/06/25	Change Director / Shareholder
2020/02/21	Update BN
2021/08/04	Change Address
2023/10/26	Enter Annual Returns for Alberta and Extra-Provincial Corp.


**Attachments:**

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
<a href="#">Restrictions on Share Transfers</a>	ELECTRONIC	2013/11/15
<a href="#">Other Rules or Provisions</a>	ELECTRONIC	2013/11/15

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



**THIS IS EXHIBIT "C" TO THE  
AFFIDAVIT OF OLENA OLENCHUK  
SWORN BEFORE ME AT CALGARY, ALBERTA,  
this 12<sup>th</sup> day of March, 2024**

A handwritten signature in blue ink, consisting of several overlapping loops and lines, positioned above a horizontal line.

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**A COMMISSIONER FOR OATHS IN AND FOR ALBERTA**

**Kyle R. Smith**  
Barrister & Solicitor



LAND TITLE CERTIFICATE

S  
LINC                                      SHORT LEGAL                                      TITLE NUMBER  
0013 568 507                                      7822207;5;61                                      142 063 626

LEGAL DESCRIPTION

PLAN 7822207

BLOCK 5

LOT 61

EXCEPTING THEREOUT ALL MINES AND MINERALS

AREA: 0.429 HECTARES (1.06 ACRES) MORE OR LESS

ESTATE: FEE SIMPLE

ATS REFERENCE: 4;25;53;52;RL

MUNICIPALITY: CITY OF ST. ALBERT

REFERENCE NUMBER: 092 453 788

---

REGISTRATION	DATE (DMY)	REGISTERED OWNER(S) DOCUMENT TYPE	VALUE	CONSIDERATION
142 063 626	28/02/2014	TRANSFER OF LAND		SEE INSTRUMENT

OWNERS

ST. ALBERT REAL ESTATE SYNDICATE GP LTD.

OF 226, 1111 OLYMPIC WAY SE

CALGARY

ALBERTA T2G 0E6

---

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
932 393 384	16/12/1993	CAVEAT RE : ENCROACHMENT AGREEMENT , ETC. CAVEATOR - 575732 ALBERTA LTD. C/O BISHOP & MCKENZIE 2500, 10104-103 AVE. EDMONTON ALBERTA T5J1V3 AGENT - ALLEN R EVANIEW

( CONTINUED )

## ENCUMBRANCES, LIENS &amp; INTERESTS

PAGE 2

# 142 063 626

## REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
012 226 658	26/07/2001	CAVEAT RE : LEASE CAVEATOR - NINE EAGLES EQUITY INC. SUITE 321, ST. ALBERT PROF BLDG, 7 ST. ANNE ST ST. ALBERT ALBERTA T8N1E8 AGENT - J GARY CHORNELL
042 100 107	10/03/2004	CAVEAT RE : LEASE AMENDING AGREEMENT , ETC. CAVEATOR - 486230 ALBERTA LTD. C/O 118,7 ST ANNE STREET ST ALBERT ALBERTA T8N2X4 AGENT - ERIC L ODDLEIFSON
192 014 410	17/01/2019	CAVEAT RE : LEASE INTEREST CAVEATOR - THE CITY OF ST. ALBERT. 5 ST. ANNE STREET, ST. ALBERT ALBERTA T8N3Z9 AGENT - MARTA CAUFIELD
202 090 064	27/04/2020	MORTGAGE MORTGAGEE - ATB FINANCIAL. 3699-63 AVE NE CALGARY ALBERTA T3J0G7 ORIGINAL PRINCIPAL AMOUNT: \$9,000,000
202 090 065	27/04/2020	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - ATB FINANCIAL. C/O DENTONS CANADA 1500 850 2 STREET SW CALGARY ALBERTA T2P0R8 AGENT - GLEN PETERSON

TOTAL INSTRUMENTS: 006

( CONTINUED )



THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN  
ACCURATE REPRODUCTION OF THE CERTIFICATE OF  
TITLE REPRESENTED HEREIN THIS 6 DAY OF MARCH,  
2024 AT 03:27 P.M.

ORDER NUMBER: 49912705

CUSTOMER FILE NUMBER: 0114153.0006



\*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).



LAND TITLE CERTIFICATE

S  
LINC                      SHORT LEGAL                      TITLE NUMBER  
0011 471 877              8222311;5;65                      142 063 626 +1

LEGAL DESCRIPTION  
PLAN 8222311  
BLOCK 5  
LOT 65  
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE  
ATS REFERENCE: 4;25;53;52;RL

MUNICIPALITY: CITY OF ST. ALBERT

REFERENCE NUMBER: 092 453 788 +1

---

REGISTRATION	DATE (DMY)	REGISTERED OWNER(S) DOCUMENT TYPE	VALUE	CONSIDERATION
142 063 626	28/02/2014	TRANSFER OF LAND		SEE INSTRUMENT

---

OWNERS

ST. ALBERT REAL ESTATE SYNDICATE GP LTD.  
OF 226, 1111 OLYMPIC WAY SE  
CALGARY  
ALBERTA T2G 0E6

---

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
932 324 040	20/10/1993	CAVEAT RE : ENCROACHMENT AGREEMENT CAVEATOR - 575732 ALBERTA LTD. C/O MESSRS.BISHOP & MCKENZIE 2500.10104-103 AVE EDMONTON ALBERTA T5J1V3 AGENT - ALLEN R EVANIEW.

( CONTINUED )

## REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
062 575 842	13/12/2006	CAVEAT RE : ASSIGNMENT OF LEASE CAVEATOR - 1230022 ALBERTA LTD. 5415-202 ST EDMONTON ALBERTA T6M2W5 AGENT - TELLAL JOMHA
202 090 064	27/04/2020	MORTGAGE MORTGAGEE - ATB FINANCIAL. 3699-63 AVE NE CALGARY ALBERTA T3J0G7 ORIGINAL PRINCIPAL AMOUNT: \$9,000,000
202 090 065	27/04/2020	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - ATB FINANCIAL. C/O DENTONS CANADA 1500 850 2 STREET SW CALGARY ALBERTA T2P0R8 AGENT - GLEN PETERSON

TOTAL INSTRUMENTS: 004

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN  
ACCURATE REPRODUCTION OF THE CERTIFICATE OF  
TITLE REPRESENTED HEREIN THIS 6 DAY OF MARCH,  
2024 AT 03:29 P.M.

ORDER NUMBER: 49912751

CUSTOMER FILE NUMBER: 0114153.0006



\*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 "D" TO THE  
AFFIDAVIT OF OLENA OLENCHUK  
SWORN BEFORE ME AT CALGARY, ALBERTA,  
this 12<sup>th</sup> day of March, 2024**

A handwritten signature in blue ink, consisting of several overlapping loops and a long horizontal stroke, positioned above a horizontal line.

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**A COMMISSIONER FOR OATHS IN AND FOR ALBERTA**

**Kyle R. Smith**  
Barrister & Solicitor

Calgary Stephen Avenue Centre  
102 8th Ave SW  
Calgary, Alberta T2P 1B3  
Phone: 587-783-1184

April 9, 2020

St Albert Limited Partnership  
1111 Olympic Way SE, Suite 226  
Calgary, Alberta T2G 0E6

Attn: John Torode

Dear Sir:

ATB Financial, previously Alberta Treasury Branches ("ATB") has approved and offers financial assistance on the terms and conditions in the attached Commitment Letter.

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 May 8, 2020 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 business.

Yours truly,

ATB

<p>DocuSigned by: <i>Emran Khan</i> Per: _____ Emran Khan Relationship Manager</p>	<p>DocuSigned by: <i>[Signature]</i> Per: _____ Michael Hoffman Managing Director</p>
--	---

Encl.

Accepted this *10* day of *April*, 2020

BORROWER

St Albert Limited Partnership

*[Signature]*  
Per: \_\_\_\_\_

Date Accepted:

*[Signature]*  
Per: \_\_\_\_\_

Date Accepted:

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**LENDER:** ATB FINANCIAL, previously Alberta Treasury Branches ("ATB")

**BORROWER:** St Albert Limited Partnership

**GUARANTOR:** John Torode

**St Albert Real Estate Syndicate GP Ltd**

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

**Credit Facility #1 – Non-Revolver, Reducing Credit Facility ("Term Loan") \$8,750,000.00**

- is available by way of
  - Fixed-rate loans
    - Interest is payable at 3.75 % per annum for the period from advance or conversion to this Credit Facility's Maturity Date.
    - may be amortized over a maximum of 240 months.
    - Borrower may, when not in default hereunder, prepay the whole or any part of the outstanding principal amount upon payment of an amount (which Lender and Borrower agree is a genuine pre-estimate of damages and not a penalty) equal to 3 months' interest on the amount prepaid or the Interest Rate Differential, whichever is greater.
- is available by way of one-draw on or before July 31, 2020. Unless approved by Lender in writing, any amount not drawn on or before that date will be cancelled and no longer available to the Borrower.
- is to be used to payout CWB and equity pull for capex costs
- is non-revolving. Amounts repaid may not be reborrowed.
- is payable in full on demand by Lender but in any event no later than April 30, 2025 ("**this Credit Facility's Maturity Date**").
- Borrower shall make Interest only payments for 6 months with blended payments of \$52,775.00 per month to commence on November 30, 2020 and, 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.
- 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;

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- (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.

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 June 30, 2021 but may be set at an earlier or later date at the sole discretion of Lender.

3. **FEES:**

- Non-refundable application fee of \$30,625.00 is payable on acceptance of this offer
- Annual review fee is payable annually in the maximum amount of \$ 1,000.00 each year.
- 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 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 security documents required at this time are as follows:

- (a) General Security Agreement from Borrower providing a security interest over all present and after acquired personal property
- (b) Continuing Guarantee from John Torode - limited to \$ 2,250,000.00.
- (c) Continuing Guarantee from St Albert Real Estate Syndicate GP Ltd – unlimited, supported by the following:
  - Corporate Guarantee Resolution
  - General Security Agreement providing a security interest over all present and after acquired personal property
  - Land Mortgage in the principal sum of \$9,000,000.00 constituting a first fixed charge on the lands located at Plan 8222311 Block 5 Lot 65 and Plan 7822207, Block 5 Lot 61
  - General Assignment of Leases and Rents in respect of the lands described above, to be registered by way of Caveat at Land Titles Office

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- (d) Postponement and Assignment of Claims from Reece Torode-McDonald

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 notice to reader 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 120 days after the end of each of its fiscal years Personal Net Worth Statements from personal Guarantors on ATB form
- (c) Within 120 days after the end of each of its fiscal years confirmation that property tax and fire insurance are current to be provided
- (d) Within 120 days after the end of each of its fiscal years Rent Roll on the property to be provided in written form detailing building and unit #, name of tenant, leased area, lease type, lease term, expiry date of lease, lease rate, annual rental income, recoveries per square foot, other income, total annual income and arrears
- (e) Within 120 days after the end of each of its fiscal years Signed copies of all new leases, renewal leases and amendments to leases
- (f) Within 120 days after the end of each of its fiscal years detailed breakdown of income and expenses specific to the property pledged as security to ATB

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- (g) Within 120 days after the end of each of its fiscal years written detailed list of repairs and maintenance completed each year on each of the properties pledged as security to ATB, including a detailed list of the costs for all the repairs and maintenance completed.
- (h) Within 120 days after the end of each of its fiscal years Borrower to provide evidence to the Lender that all sums owing to tax and other governmental authorities ( including without limitations, any sums in respect to employee and GST) are up to date and that no arrears are outstanding – as applicable
- (i) 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;

**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:

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- (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;

**9. FINANCIAL COVENANTS:**

Borrower will not at any time, without the prior written consent of Lender, breach the following restrictions:

- (a) permit the Debt Service Coverage ratio to be less than 1.25:1.00;

Each of the above financial ratios shall be maintained at all times

**10. 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:

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- 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;
- Pre-Disbursement Conditions – ATB
  - Transmittal letter for the appraisal giving ATB authority to utilize.
  - Provision and satisfactory review of the Building Condition report with transmittal letter.
  - Provision and satisfactory review of the Environmental Phase 1 Site Assessment with transmittal letter.
  - Copy of the renewal lease of Bell Canada.
  - Copy of lease from Antenna
- Pre-Disbursement Conditions – Solicitor
  - Security to be solicitor prepared/registered to ensure our position is perfected. All agreements (lease) are to be reviewed by the Solicitor to ensure there are no terms or conditions that would negatively impact ATB's position or impair our ability to remedy against our security
  - Solicitor to confirm that all property taxes are paid and up to date.
  - Solicitor to confirm payout form CWB.

(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

**11. AUTHORIZATIONS AND SUPPORTING DOCUMENTS:**

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

(a) Corporate Guarantors:

- Incorporation documents including Certificate of Incorporation, Articles of Incorporation (including any amendments) and last Notice of Directors
- Banking resolution in form provided by Lender or otherwise acceptable to Lender
- Certified Directors' Resolution

(b) Real Property Report with Compliance Letter or alternatively, Title Insurance

(c) Any other security that the Solicitor may require to protect ATB's assets

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

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- (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 Calgary Stephen Avenue Centre, 102 8th Ave SW Calgary Alberta T2P 1B3. Funds under the Credit Facilities will be advanced into and repaid from account no. 760-To be Determined 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.

**13. 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

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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.

**14. 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

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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) Glen Peterson of Dentons LLP is designated as Lender's solicitor and Bennett Jones LLP is designated as Borrower'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 Available To Service Debt" [use this definition for business Borrowers]** in respect of Borrower for any fiscal year, the Net Operating Income Pertaining to the Property determined in accordance with GAAP.

**"Cash Flow Available To Service Debt" [use this definition for agricultural Borrowers]** means Net Farming Income + Optional/Mandatory Inventory Adjustment-Previous Year - Optional/Mandatory Inventory Adjustment-Current Year + Depreciation/Capital Cost Allowance + Interest and bank charges + Extraordinary Expense - Extraordinary Income - Living Expenses (applicable to Non-Incorporated Farms) + Ending Accounts Receivable + Ending Inventory + Opening Accounts Payable - Opening Accounts Receivable - Opening Inventory - Closing Accounts Payable.

**"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 fiscal year, the ratio of:(a) The Net Operating Income Pertaining to the Property in such fiscal year, determined in accordance with GAAP, to(b) The scheduled principal and interest payments required during such fiscal year relating to the Property debt.

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**"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.

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**"Net Operating Income Pertaining to the Property"** means the income generated by the property before income taxes, depreciation, amortization, property management fees, or interest, LESS miscellaneous income and a 5% property management fee.

**"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.

**"Property"** means, the lands and buildings legally described as Plan 7822207, Block 5, Lot 61 and municipally located at 102 Southfork Road, Leduc, Alberta and Plan 8222311, Block 5, Lot 65 municipally located at 3341 – 34 Street, Edmonton, AB

**"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

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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.

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**GUARANTORS**

  
\_\_\_\_\_  
John Terode

Date Accepted:

St Albert Real Estate Syndicate GP Ltd

  
\_\_\_\_\_  
Per:

Date Accepted:

  
\_\_\_\_\_  
Per:

Date Accepted:

**ATB Financial™**

**Certificate Of Completion**

Envelope Id: EA47685D534B4D559C97FA43EF3129D4  
 Subject: Please DocuSign: Executed Commitment Letter - St. Albert - April 2020 (1).pdf  
 Source Envelope:  
 Document Pages: 14 Signatures: 2  
 Certificate Pages: 4 Initials: 0  
 AutoNav: Enabled  
 Envelope Stamping: Enabled  
 Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Status: Completed  
 Envelope Originator:  
 Andrew Chen  
 2100-10020 100 St NW  
 Edmonton, AB T5J 0N3  
 AChen@atb.com  
 IP Address: 142.241.240.68

**Record Tracking**

Status: Original  
 4/13/2020 3:20:54 PM  
 Holder: Andrew Chen  
 AChen@atb.com  
 Location: DocuSign

**Signer Events**

Emran Khan  
 ekhan@atb.com  
 Relationship Manager  
 Alberta Treasury Branches, operating as ATB  
 Financial  
 Security Level: Email, Account Authentication  
 (None)  
**Electronic Record and Signature Disclosure:**  
 Accepted: 4/14/2020 1:31:27 PM  
 ID: 46ee3014-a17e-4342-886c-4e144431d30c

**Signature**

DocuSigned by:  
  
 632C62787822477 ...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 142.241.240.68

**Timestamp**

Sent: 4/13/2020 3:25:43 PM  
 Viewed: 4/14/2020 1:31:27 PM  
 Signed: 4/14/2020 1:31:37 PM

Michael Hoffman  
 mhoffman@atb.com  
 Mng Dir Real Estate #South  
 ATB Financial  
 Security Level: Email, Account Authentication  
 (None)  
**Electronic Record and Signature Disclosure:**  
 Accepted: 4/13/2020 4:19:16 PM  
 ID: f8ab8020-5a45-4887-bfab-669fce67f0bc

DocuSigned by:  
  
 304D06593F694A6 ...  
 Signature Adoption: Drawn on Device  
 Using IP Address: 142.241.254.68

Sent: 4/13/2020 3:25:43 PM  
 Viewed: 4/13/2020 4:19:16 PM  
 Signed: 4/14/2020 1:11:21 PM

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/13/2020 3:25:43 PM

<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Certified Delivered	Security Checked	4/14/2020 1:31:28 PM
Signing Complete	Security Checked	4/14/2020 1:31:37 PM
Completed	Security Checked	4/14/2020 1:31:37 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
<b>Electronic Record and Signature Disclosure</b>		

# DocuSign Disclosure and Consent

**Thank you for choosing to go paperless! ATB Financial is providing you the attached documents through DocuSign, Inc. (DocuSign), an electronic records and electronic signatures service.**

**Before you can officially start using electronic records and related electronic signatures, we need your consent to the following:**

*We can send and display to you the attached information about your accounts, products and other services (Required Information) electronically, and:*

1. *you agree to:*
  - *download or print the Required Information; and,*
  - *file it; and,*
2. *you agree to use electronic records and electronic signatures in connection with the Required Information, attached.*

[**Please note:** Even with this Disclosure and Consent, it may be necessary that certain Required Information or other communications be exchanged between us in paper format from time to time.]

**About downloading or printing, in order to file your Required Information:**

If you're unable to download or print any of the Required Information, please contact your ATB Financial team member or visit your local branch. We will be happy to print and provide you with this material.

**Privacy**

ATB Financial is committed to protecting your privacy and the confidentiality of your personal information. We will collect, use and disclose your personal information in accordance with our **Privacy Code** found at [www.atb.com](http://www.atb.com). Personal information that we collect, use or disclose may be processed and stored in the United States of America. To view our Out of Canada Service Providers Statement, please visit [www.atb.com](http://www.atb.com) under the heading Privacy and Security. If you have questions about the collection, use or disclosure of your personal information, please contact ATB Financial's Chief Privacy Officer either by e-mail at [PrivacyOfficer@atb.com](mailto:PrivacyOfficer@atb.com) or by phone at (780) 408-7588.

**I have read the above information about electronic records and electronic signatures.**

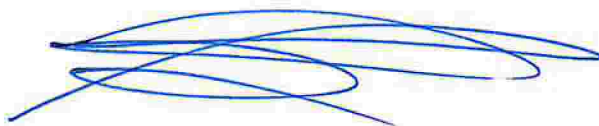
**I acknowledge that I am able to use this computer, tablet, mobile phone or other electronic device to view information by email or by web pages, including, yet not limited to, materials in .pdf format.**

**I further acknowledge that I have created or I am adopting an electronic signature and, in accepting my electronic signature, ATB Financial and I recognize this electronic signature as unique to me.**

**I consent to using electronic records and electronic signatures in place of paper documents and handwritten signatures in relation to the accounts, products and/or other services that I have requested. This includes, without restriction, the Required Information.**

**I agree and I provide my consent by clicking on the "I Accept" button, below.**

**THIS IS EXHIBIT "E" TO THE  
AFFIDAVIT OF OLENA OLENCHUK  
SWORN BEFORE ME AT CALGARY, ALBERTA,  
this 12<sup>th</sup> day of March, 2024**

A handwritten signature in blue ink, consisting of several overlapping loops and lines, positioned above a horizontal line.

---

**A COMMISSIONER FOR OATHS IN AND FOR ALBERTA**

**Kyle R. Smith**  
Barrister & Solicitor



# Security Agreement Non-Consumer

TO: ATB Financial, previously Alberta Treasury Branches ("ATB")

BRANCH: 3699 - 63 AVENUE N.E.  
CALGARY, ALBERTA T3J 0G7

FROM: St. Albert Limited Partnership (the "Debtor")

## 1. DEFINITIONS

All capitalized terms used in this Agreement and in any schedules attached hereto (as such schedules may be amended or supplemented from time to time) shall, except where defined herein, be interpreted pursuant to their respective meanings when used in the *Personal Property Security Act* (the "PPSA") of the province or territory referred to in the "Governing Law" section of this Agreement (the "Province") and any regulations issued thereunder.

## 2. SECURITY INTEREST AND CHARGE

(a) As general and continuing collateral security for the payment and performance of all debts, liabilities and obligations of the Debtor to ATB howsoever arising, both present and future, absolute and contingent, direct and indirect, matured or not, and whether the Debtor be bound alone or jointly or severally with others (the "Indebtedness"), the Debtor hereby assigns and grants to and in favour of ATB:

- (i) a security interest and pledge in the personal property of the Debtor selected and referred to in Schedule "A"; and
- (ii) if so selected on Schedule "A", a mortgage by way of a floating charge on any and all present and after-acquired lands, real property, immoveable property, leasehold property and other property, assets and undertaking of the Debtor not subject to the PPSA, including all such property, assets and undertaking owned or leased by or licensed to the Debtor and 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 (herein collectively called the "Collateral").

(b) The assignments, mortgages, pledges, charges, security interests and floating charges (if applicable) granted hereunder are hereinafter collectively called the "Security Interests". The Debtor warrants and acknowledges to and in favour of ATB that:

- (i) the Debtor has rights in all existing Collateral and the parties intend the Security Interest hereby created in any of the Debtor's existing property which is subject to the PPSA to attach upon execution and delivery hereof;
- (ii) the parties intend the Security Interest created in any of the Debtor's after-acquired property which is subject to the PPSA to attach at the same time as it acquires rights in the after-acquired property; and
- (iii) value has been given.







- (c) For greater certainty, where the Collateral includes all of the Debtor's present and after-acquired Personal Property, and any of such Collateral is or becomes located on lands or premises leased or subleased by the Debtor, the Collateral includes the Debtor's interest as tenant or lessee under any and all of such leases and subleases of the lands or premises.
- (d) The last day of any term reserved by any lease or agreement to lease is excepted out of the Security Interest and does not form part of the Collateral, but the Debtor shall stand possessed of such last day in trust to assign the same to any person acquiring such term.
- (e) If the grant of the Security Interest in respect of any contract, lease, agreement to lease, license, permit, approval or intellectual property right would result in the termination or breach of such contract, lease, agreement to lease, license, permit, approval or intellectual property right, then the applicable contract, lease, agreement to lease, license, permit, approval or intellectual property right will not be subject to the Security Interest but will be held in trust by the Debtor for the benefit of ATB and, on exercise by ATB of any of its rights under this Agreement following Default, assigned by the Debtor as directed by ATB.

### 3. CONTINUOUS INTEREST

The Security Interest hereby created is a continuing charge, and shall secure all Indebtedness notwithstanding that the Indebtedness may be fluctuating and even may from time to time and at any time be reduced to a nil balance, and notwithstanding that monies advanced may be repaid and future advances may be made to or to the order of the Debtor or in respect of which the Debtor is liable. The Security Interest maintains priority for all Indebtedness secured hereby whether incurred or arising before or after the creation or registration of any Encumbrance (as hereinafter defined) and notwithstanding that at any time there may not be any Indebtedness then outstanding.

### 4. AUTHORIZED DEALING WITH COLLATERAL

Until Default (as hereinafter defined), or until ATB provides written notice to the contrary to the Debtor, the Debtor may deal with the Collateral in the ordinary course of the Debtor's business in any manner not inconsistent with the provisions of this Agreement, provided that the Debtor shall not, without the prior written consent of ATB:

- (a) sell, exchange, lease, transfer or otherwise dispose of any of the Collateral other than inventory being sold, leased or disposed of for fair market value in the ordinary course of the Debtor's business as it is presently conducted and for the purpose of carrying on that business, or
- (b) create, incur or permit to exist any security interest, mortgage, lien, claim, charge or other encumbrance (herein collectively called the "Encumbrances" and individually, an "Encumbrance") upon any of the Collateral whether it would rank or purport to rank in priority to, equally with or behind the Security Interest granted under this Agreement.

Nothing in this Agreement or otherwise creates a postponement or subordination of any priority of ATB in any of the Collateral in favour of any present or future holder of an Encumbrance (including without limitation, a holder of a lease) in any of the Collateral.

If the Collateral comprises any Investment Property, Chattel Paper, Instrument, Money or Document of Title, the Debtor will, forthwith upon request, deliver the same to ATB and will allow ATB to retain possession of the same. If the Collateral comprises any Investment Property that is a Certificated Security, the Debtor will, upon request, deliver to ATB all Security Certificates relating to such Certificated Security endorsed in blank. If the Collateral comprises any Investment Property that is an Uncertificated Security or a Security Entitlement, the Debtor, on request by ATB, will, or will cause the issuer of such Investment Property to, or will cause the Securities Intermediary that holds such Investment Property to, take all steps as are necessary to give exclusive control (as that term is used in the PPSA) over such Investment Property to ATB on terms and conditions satisfactory to ATB.





## 5. REPRESENTATIONS AND WARRANTIES OF THE DEBTOR

The Debtor hereby represents and warrants to ATB that:

- (a) the Collateral is owned by the Debtor free of all Encumbrances, save for those Encumbrances agreed to in writing between ATB and the Debtor and those shown on Schedule "A" hereto;
- (b) each Account, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "Account Debtor") and the amount represented by the Debtor to ATB from time to time as owing by each Account Debtor will be the correct amount actually and unconditionally owing from such Account Debtor, except for normal cash discounts where applicable;
- (c) as at the date hereof, the description of the Collateral in Schedule "A" and/or Schedule "B" hereto is complete and accurate, and, if so requested by ATB, all serial numbers and vehicle identification numbers affixed to or ascribed to any of the Collateral have been provided to ATB;
- (d) the Debtor has full power and authority to conduct its business and own its properties in all jurisdictions in which the Debtor carries on business, except to the extent any failure to do so would not reasonably be expected to have a material adverse effect on its business, operations or financial condition or impair its ability to perform its obligations hereunder, and has full power and authority to grant to ATB the Security Interest created under this Agreement and to execute, deliver and perform all of its obligations under this Agreement;
- (e) this Agreement has been duly executed and delivered by the Debtor and constitutes a legal, valid and binding obligation of the Debtor, subject only that such enforcement may be limited by bankruptcy, insolvency and any other similar laws of general application affecting creditors' rights generally and by rules of equity limiting enforceability by specific performance;
- (f) there is no provision in any agreement to which the Debtor is a party, nor is there any statute, rule or regulation, or to the knowledge of the Debtor any judgment, decree or order of any court, binding on the Debtor which would be contravened by the execution and delivery of this Agreement;
- (g) there is no litigation, proceeding or dispute pending, or to the knowledge of the Debtor threatened, against or affecting the Debtor or the Collateral, the adverse determination of which might materially and adversely affect the Debtor's business, financial condition or operations or impair the Debtor's ability to perform its obligations hereunder or affect the priority of the Security Interest created hereunder or affect the rights and remedies of ATB hereunder;
- (h) the name of the Debtor is accurately and fully set out below, and the Debtor is not nor has it been known by any other name other than as set out below;
- (i) as at the date hereof, the Collateral is located in the Province and such other jurisdictions indicated on Schedule "A" hereto. With respect to Goods (including Inventory) constituting Collateral, the locations specified in Schedule "A" are accurate and complete save for Goods in transit to such locations and Inventory on lease or consignment; and all buildings, fixtures or Goods about to become fixtures and all crops and all oil, gas or other minerals to be extracted and all timber to be cut which forms part of the Collateral will be situated at one of such locations. For certainty, the Security Interests attach to all personal property Collateral, wherever located, whether or not in jurisdictions indicated on Schedule "A" hereto;
- (j) the Collateral does not consist of Consumer Goods;
- (k) the Collateral, except as previously communicated to ATB in writing, does not consist of Goods that are of a kind that are normally used in more than one jurisdiction; and





- (l) the Debtor's place of business, or if more than one place of business, the Debtor's chief executive office, is located in the Province (unless otherwise advised to ATB in writing).

## 6. COVENANTS OF THE DEBTOR

The Debtor hereby covenants with ATB that:

- (a) the Debtor owns and will maintain the Collateral free of Encumbrances, except those agreed to in writing between ATB and the Debtor and those described in Schedule "A" hereto, or hereafter approved in writing by ATB prior to their creation or assumption, and will defend its title to the Collateral for the benefit of ATB against the claims and demands of all persons;
- (b) the Debtor will maintain the Collateral in good condition and repair and will not allow the value of the Collateral to be materially impaired and will permit ATB or such person as ATB may from time to time appoint to enter into any premises during business hours and on reasonable prior notice (or at such other time as may be reasonably requested by ATB or such person) where the Collateral may be kept to view its condition;
- (c) the Debtor will conduct its business in a proper and business-like manner and will keep proper books of account and records of its business, and upon request will furnish access to its books and records at all reasonable times, and will give to ATB any information which it may reasonably require relating to the Debtor's business;
- (d) the Debtor will punctually pay all rents, taxes, rates and assessments lawfully assessed or imposed upon any property or income of the Debtor and will punctually pay all debts and obligations to labourers, workers, employees, contractors, subcontractors, suppliers of materials and other creditors which, when unpaid, might under applicable federal, provincial, state or other laws have priority over the Security Interest granted by this Agreement;
- (e) the Debtor will punctually make all payments and perform all of its obligations under any contracts under which any material Collateral is held or to which it is subject;
- (f) the Debtor will immediately give notice to ATB of:
  - (i) any change in the location of the Collateral from that specified in Section 5(i) hereof;
  - (ii) the details of any material acquisition or disposition of Collateral (whether authorized by ATB or not), including any additions to or deletions from the listing of serial numbers and vehicle identification numbers specified in Schedule "A" hereto;
  - (iii) any material loss of or damage to Collateral;
  - (iv) the details of any claims or litigation that could adversely affect the Debtor or the Collateral in any material way;
  - (v) any change of its name or of any trade or business name used by it;
  - (vi) any change of its place of business, or if it has more than one place of business, of its chief executive office; and
  - (vii) any merger or amalgamation of the Debtor with any person;

and the Debtor agrees not to effect or permit any of the changes referred to in clauses (i), (ii), (v), (vi) or (vii) above unless all filings have been made and all other actions have been taken that are required or desirable (as determined by ATB) in order for ATB to continue to have a valid and perfected Security Interest in respect of the Collateral at all times following such change;





- (g) the Debtor will insure and keep insured the Collateral (or, in the case of any real property, the buildings located on and constituting part of the Collateral) against loss or damage by fire, lightning, explosion, smoke, impact by aircraft or land vehicle, riot, windstorm, hail and other insurable hazards to the extent of its full insurable value, and will maintain all such other insurance as ATB may reasonably require. The loss under the policies of insurance will be made payable to ATB as its interest may appear and will be written by an insurance company approved by ATB on terms reasonably satisfactory to ATB, and the Debtor will provide ATB with copies of the same. The Debtor will pay all premiums and other sums of money necessary for such purposes as they become due and will deliver to ATB proof of said payment, and will not allow anything to be done by which the policies may become vitiated. Upon the happening of any loss or damage the Debtor will furnish at its expense all necessary proofs and will do all necessary acts to enable ATB to obtain payment of the insurance monies;
- (h) the Debtor will observe the requirements of any regulatory or governmental authority with respect to the Collateral, except to the extent any failure to do so would not reasonably be expected to have a material adverse effect on its business, operations or financial condition or affect the priority of the Security Interest created hereunder or affect the rights and remedies of ATB hereunder;
- (i) the Debtor will not remove any of the Collateral from any location specified in Section 5(i) hereof without the prior written consent of ATB;
- (j) ATB may pay or satisfy any Encumbrance created in respect of any Collateral, or any sum necessary to be paid to clear title to such Collateral, and the Debtor agrees to repay the same on demand, plus interest thereon at a rate equal to the highest rate of interest payable by the Debtor on any portion of the Indebtedness;
- (k) ATB and the Debtor may from time to time agree in writing as to affirmative and negative covenants and restrictions to be performed and observed by the Debtor in respect of provision of financial information, payment of dividends, capital expenditures, incurring of additional obligations, reduction of capital, distribution of assets, amalgamation, repayment of loans, lending of money, sale and other disposition of assets and/or such other matters as ATB and the Debtor may think fit, and the Debtor agrees to perform and observe such affirmative and negative covenants and restrictions to the same extent and effect as if the same were fully set forth in this Agreement; and
- (l) the Debtor will not permit the Collateral constituting personal property to become affixed to real or other personal property (unless the Debtor owns such real or other personal property, and ATB has a Security Interest therein having the same priority as in respect of the Collateral becoming so affixed) without the prior consent of ATB in writing, and will obtain and deliver to ATB such waivers regarding the Collateral as ATB may reasonably request from any owner, landlord or mortgagee of the premises where the Collateral is or may be located.

## 7. DEFAULT

The happening of any of the following shall constitute default (a "Default") under this Agreement:

- (a) the Debtor fails to pay, when due, the Indebtedness or any part thereof;
- (b) the Debtor fails, when due, to perform any obligation (other than payment of the Indebtedness or any part thereof) to ATB, and such failure, if capable of being cured, is not cured within 5 days of the date the Debtor first knew or should have known of such failure;
- (c) the Debtor fails when due to perform any obligation to any other person, and such failure, if capable of being cured, is not cured within 7 days of the date the Debtor first knew or should have known of such failure;
- (d) any representation or warranty made in this Agreement or any other document or report furnished to ATB in respect of the Debtor or the Collateral is false or misleading in any material respect;





- (e) the Debtor ceases or demonstrates an intention to cease to carry on business or disposes or purports to dispose of all or a substantial part of its assets;
- (f) any of the licenses, permits or approvals granted by any government or any government authority and material to the business of the Debtor is withdrawn, cancelled or significantly altered;
- (g) an order is made or a resolution is passed for winding up the Debtor, or a petition is filed for the winding up, dissolution, liquidation or amalgamation of the Debtor or any arrangement or composition of its debts;
- (h) the Debtor becomes insolvent or makes an assignment or proposal or files a notice of intention to make a proposal for the benefit of its creditors, or a bankruptcy petition or receiving order is filed or made against the Debtor, or a Receiver (as hereinafter defined), trustee, custodian or other similar official of the Debtor or any part of its property is appointed, or the Debtor commits or demonstrates an intention to commit any act of bankruptcy, or the Debtor otherwise becomes subject to the provisions of the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangements Act* (Canada) or any other act for the benefit of its creditors;
- (i) any execution, sequestration, extent or distress or any other like process is levied or enforced against any property of the Debtor, or a secured party takes possession of any of the Debtor's property;
- (j) any material adverse change occurs in the financial position of the Debtor; or
- (k) ATB considers that it is insecure, or that the prospect of payment or performance by the Debtor of the Indebtedness is or is about to be impaired, or that the Collateral is or is about to be placed in jeopardy.

## 8. REMEDIES

### On Default:

- (a) ATB may seize or otherwise take possession of the Collateral or any part thereof and sell the same by public or private sale at such price and upon such terms as ATB in its sole discretion may determine, and the proceeds of such sale less all costs and expenses of ATB (including costs as between a solicitor and its own client on a full indemnity basis) shall be applied on the Indebtedness and the surplus, if any, shall be disposed of according to law;
- (b) ATB may apply to a court of competent jurisdiction for the sale or foreclosure of any or all of the Collateral;
- (c) ATB may enforce this Agreement by any method provided for in this Agreement, under the PPSA or under any other applicable statute or otherwise as permitted by law, and may dispose of the Collateral by any method permitted by law, including disposal by lease or deferred payment. ATB may use the Collateral in any manner as it in its sole discretion deems advisable; and
- (d) ATB may apply to a court for the appointment of a Receiver (as hereinafter defined), or may appoint by instrument any person or persons, to be a Receiver of any Collateral, and may remove any person so appointed and appoint another in his/her stead. The term "Receiver" as used in this Agreement includes a receiver, a manager and a receiver-manager. Any Receiver will have the power:
  - (i) to take possession of any or all of the Collateral and for that purpose to take any proceedings, in the name of the Debtor or otherwise;
  - (ii) to carry on or concur in carrying on the business of the Debtor and enter on, occupy and use (without charge by the Debtor) any of the premises, buildings, plant and undertaking of, or occupied or used by, the Debtor;
  - (iii) to sell or lease any Collateral;





- (iv) to make any arrangement or compromise which he may think expedient in the interest of ATB;
- (v) to pay all liabilities and expenses connected with the Collateral, including the cost of insurance and payment of taxes or other charges incurred in obtaining, maintaining possession of and preserving the Collateral, and the same shall be added to the Indebtedness and secured by the Collateral;
- (vi) to hold as additional security any increase or profits resulting from the Collateral;
- (vii) to exercise all rights that ATB has under this Agreement or otherwise at law;
- (viii) with the consent of ATB in writing, to borrow money for the purpose of carrying on the business of the Debtor or for the maintenance of the Collateral or any part thereof or for other purposes approved by ATB, and any amount so borrowed together with interest thereon shall form a charge upon the Collateral in priority to the Security Interest created by this Agreement;
- (ix) to enter into and to occupy any premises in which the Debtor has any interest; and
- (x) to exercise any of the powers and rights of an Entitlement Holder in respect of any Security Entitlement of the Debtor.

The Debtor hereby appoints each Receiver appointed by ATB to be its attorney to effect the sale or lease of any Collateral and any deed, lease, agreement or other document signed by a Receiver under his seal pursuant hereto will have the same effect as if it were under the seal of the Debtor. Any Receiver will be deemed (for purposes relating to responsibility for the Receiver's acts or omissions) to be the agent of the Debtor and not of ATB, and the Debtor will be solely responsible for his acts or defaults and for his remuneration and expenses, and ATB will not be in any way responsible for any misconduct or negligence on the part of any Receiver.

Neither ATB nor any civil enforcement agent, sheriff, Receiver or person having similar responsibilities will be required to take any steps to preserve any rights against other parties pursuant to any Collateral, including without limitation, any Investment Property, Chattel Paper or Instrument constituting the Collateral or any part of it. Furthermore, ATB shall have no obligation to take any steps to preserve prior encumbrances on any Collateral whether or not in ATB's possession and shall not be liable or accountable for failure to do so. Neither ATB nor any civil enforcement agent, sheriff, Receiver or person having similar responsibilities is required to keep Collateral identifiable.

ATB may exercise any or all of the foregoing rights and remedies (or any other rights and remedies available to ATB) without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except as required by applicable law) to or on the Debtor or any other person, and the Debtor by this Agreement waives each such demand, presentment, protest, advertisement and notice to the extent permitted by applicable law. None of the rights and remedies contained herein or otherwise available to ATB will be exclusive of or dependent on or merge in any other right or remedy, and one or more of such rights and remedies may be exercised independently or in combination from time to time.

**9. COLLECTION OF DEBTS**

Before or after Default, ATB may notify all or any Account Debtors of the Security Interest and may also direct such Account Debtors to make all payments on any Collateral to ATB. The Debtor acknowledges that any payments on or other proceeds of Collateral received by the Debtor from Account Debtors after Default under this Agreement and whether before or after notification of this Security Interest to Account Debtors shall be received and held by the Debtor in trust for ATB and shall be turned over to ATB on request. The Debtor shall furnish ATB with all information which may assist in the collection of all Accounts and any other monies or debts due to the Debtor.







## 10. INVESTMENT PROPERTY

If the Collateral at any time includes Investment Property, the Debtor irrevocably authorizes and appoints ATB as its attorney and agent to transfer the same or any part thereof into its own name or that of its nominee(s) so that ATB or its nominee(s) may appear on record as the sole owner thereof; provided that, until Default, ATB shall deliver promptly to the Debtor all notices or other communications received by it or its nominee(s) as such registered owner and, upon demand and receipt of payment of any necessary expenses thereof, shall issue to the Debtor or its order a proxy to vote and take all action with respect to such Investment Property. After Default, the Debtor waives all rights to receive any notices or communications received by ATB or its nominee(s) as such registered owner and agrees that no proxy issued by ATB to the Debtor or to its order as aforesaid shall thereafter be effective. These powers are coupled with an interest and are irrevocable until this Agreement is terminated and the Security Interests created by this Agreement are released.

## 11. COLLATERAL IN POSSESSION OF ATB

The Debtor agrees with ATB that, with respect to any Collateral held in the possession of ATB pursuant to this Agreement ("**Retained Collateral**"):

- (a) ATB's responsibility with regard to the Retained Collateral shall be limited to exercising the same degree of care which it gives to similar property held by ATB at the branch where the Retained Collateral is held. ATB shall not in any event be obligated to protect the Retained Collateral from depreciating or becoming worthless, or to present, protest, collect, enforce or realize on any of the Retained Collateral;
- (b) ATB shall not be obliged to collect or see to the payment of revenue, income, interest or dividends upon any of the Retained Collateral, but all such revenue, income, interest or dividends, if any, when received by the Debtor, shall immediately be paid to ATB. ATB, in its sole discretion, may hold such monies as Collateral or appropriate it to any portion of the Indebtedness;
- (c) the Debtor irrevocably appoints ATB as its attorney and agent, with full powers of substitution, to sell, transfer, surrender, redeem, endorse or otherwise deal with any of the Retained Collateral as ATB, in its sole discretion, may see fit. These powers are coupled with an interest and are irrevocable until this Agreement is terminated and the Security Interests created by this Agreement are released; and
- (d) ATB shall have all rights and powers, but shall not be required to exercise any right or benefit which the holder or owner of the Retained Collateral may at any time have in connection with the Retained Collateral.

## 12. ACCELERATION

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

## 13. NOTICE

Any notice or demand required or permitted to be made or given by ATB to the Debtor may be validly served by delivering the same or by mailing the same prepaid registered mail, addressed to the Debtor at the last known address of the Debtor or of any officer or director thereof, as shown on the records of ATB, and in the case of mailing, such notice or demand shall be deemed to have been received by the Debtor on the third business day following the date of mailing.

## 14. COSTS AND EXPENSES

The Debtor agrees to pay all reasonable costs, charges and expenses incurred by ATB or any Receiver appointed by it (including without restricting the generality of the foregoing, 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 ATB or any agent, solicitor, or servant of ATB for any purpose herein provided at such rates as ATB may establish in its sole discretion from time to time) in preparing, registering or enforcing this Agreement, taking custody of, preserving, maintaining, repairing, processing, preparing for disposing of the Collateral and in enforcing or collecting the Indebtedness, and all such costs, charges and expenses shall be a first charge on the proceeds of realization, collection or disposition of the Collateral and shall be secured hereby.

## 15. REAL PROPERTY

- (a) For all purposes, including any application to register a crystallized floating charge under the *Land Title Act* (British Columbia) against any real property, the floating charge (if any) created by this Agreement against any lands, real property, immovable property and leasehold property (collectively, "**Real Property**") shall be crystallized and become a fixed charge:
- (i) against any Real Property of the Debtor or in which the Debtor has an interest, upon the earlier of:
    - (A) a declaration by ATB pursuant to Section 12 or a demand for payment otherwise being made by ATB and in either case ATB electing to crystallize the floating charge; or
    - (B) ATB taking any action to appoint a Receiver or to enforce its Security Interest or to realize upon all or any part of the Collateral, whether under Section 8(a), (b), (c) or (d) hereof or otherwise; and
  - (ii) against certain specified Real Property of the Debtor or in which the Debtor has an interest, upon ATB taking any action to register the floating charge hereunder or any caveat, security notice or other instrument in respect thereof against such specified Real Property at any real property registry or other similar office.
- (b) In accordance with the *Property Law Act* (British Columbia), the doctrine of consolidation applies to this Agreement.
- (c) The crystallization of the floating charge (if any) created by this Agreement against any real property then owned or held by the Debtor or in which the Debtor then has an interest shall not operate so as to prevent the floating charge granted hereunder from attaching to any real property subsequently acquired by the Debtor or in which the Debtor subsequently acquires an interest and for greater certainty, the floating charge (if any) granted hereunder shall extend to such after-acquired real property, and on election by ATB, such floating charge shall thereupon crystallize.

## 16. REGISTRATION

- The Debtor will ensure that this Agreement and all such supplementary and corrective instruments and any additional mortgage and security documents, and all documents, caveats, cautions, security notices and financing statements in respect thereof are, to the extent required by ATB, promptly filed and refiled, registered and re-registered and deposited and re-deposited, in such manner, in such offices and places, and at such times and as often as may be required by applicable law or as may be necessary or desirable to perfect and preserve the Security Interests as a first priority mortgage, charge and security interest and the rights conferred or intended to be conferred upon ATB by the Security Interests and will cause to be furnished promptly to ATB evidence satisfactory to ATB of such filing, registering and depositing.

## 17. MISCELLANEOUS

- (a) Without limiting any other right of ATB, whenever the debts and liabilities of the Debtor to ATB are immediately due and payable, or ATB has the right to declare the debts and liabilities to be immediately due and payable, whether or not it has so declared, ATB may, in its sole discretion, set-off against the debts and liabilities any and all monies then owed to the Debtor by ATB in any capacity, whether due or not due, and ATB shall be deemed to have







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

- (b) ATB may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with the Debtor, sureties and others and with Collateral and other security as ATB may see fit without prejudice to the liability of the Debtor or to ATB's right to hold and realize the Security Interest. ATB may demand, collect and sue on the Collateral in either the Debtor's or ATB's name, at ATB's option, and may endorse the Debtor's name on any and all cheques, commercial paper and any other instruments pertaining to or constituting Collateral and for this purpose, the Debtor irrevocably authorizes and appoints ATB as its attorney and agent, with full power of substitution. These powers are coupled with an interest and are irrevocable until this Agreement is terminated and the Security Interests created by this Agreement are released.
- (c) Upon the Debtor's failure to perform any of its obligations under this Agreement, ATB may, but shall not be required to, perform any such obligations, and the Debtor will pay to ATB, upon demand, an amount equal to the expense incurred by ATB in so doing with interest thereon from the date such expense is incurred at a rate equal to the highest rate of interest payable by the Debtor on any portion of the Indebtedness.
- (d) This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. The Debtor may not assign this Agreement, or any of its rights or obligations under this Agreement, without the prior written consent of ATB. In any action brought by an assignee of this Agreement or the Security Interest created hereunder or any part thereof, the Debtor shall not assert against the assignee any claim or defense which the Debtor now has or hereafter may have against ATB.
- (e) If more than one person executes this Agreement as the Debtor:
  - (i) the obligations of such persons hereunder shall be joint and several;
  - (ii) the Security Interests shall secure the Indebtedness of each Debtor, whether or not any other Debtor or any other person is also liable therefor; and
  - (iii) the Collateral shall include the interest of any Debtor in the property, assets and undertaking constituting Collateral owned or otherwise held by such Debtor, whether or not any other Debtor also has an interest therein.
- (f) The Debtor acknowledges and agrees that in the event it amalgamates with any other corporation or corporations it is the intention of the parties hereto that the term "Debtor" when used herein shall apply to each of the amalgamating corporations and to the amalgamated corporation, such that the Security Interests granted hereby:
  - (i) shall extend and attach to "Collateral" (as that term is herein defined) owned by each of the amalgamating corporations and the amalgamated corporation at the time of amalgamation and to any "Collateral" thereafter owned or acquired by the amalgamated corporation; and
  - (ii) shall secure the "Indebtedness" (as that term is herein defined) of each of the amalgamating corporations and the amalgamated corporation to ATB at the time of amalgamation and any "Indebtedness" of the amalgamated corporation to ATB thereafter arising.
- (g) This Agreement is in addition to and not in substitution for any other security or securities now or hereafter held by ATB and all such other securities shall remain in full force and effect. ATB will not be obliged to exhaust its recourse against the Debtor or any other person or against any other security it may hold in respect of the Indebtedness before realizing upon or otherwise dealing with the Collateral in such manner as ATB may consider desirable.





- (h) The Debtor further agrees to execute and deliver to ATB such further assurances and conveyances and supplemental deeds and instruments as may be necessary to properly carry out the intention of this Agreement, as determined by ATB, or as may be required by ATB from time to time, in each case acting reasonably.
- (i) After Default, ATB may from time to time apply and re-apply, notwithstanding any previous application, in any such manner as it, in its sole discretion, sees fit, any monies received by it from the Debtor or as a result of any enforcement or recovery proceedings, in or toward payment of any portion of the Indebtedness. The Debtor will remain liable for any Indebtedness that is outstanding following realization of all or any part of the Collateral and the application of the proceeds thereof.
- (j) In the event that the Debtor is a body corporate, it is hereby agreed that *The Limitation of Civil Rights Act* (Saskatchewan), or any provision thereof, shall have no application to this Agreement or any agreement or Instrument renewing or extending or collateral to this Agreement. In the event that the Debtor is an agricultural corporation within the meaning of *The Saskatchewan Farm Security Act* (Saskatchewan), the Debtor agrees with ATB that all of Part IV (other than Section 46) of that Act shall not apply to the Debtor.
- (k) In the event that the Debtor is a body corporate, the Debtor further agrees that *The Land Contracts (Actions) Act* (Saskatchewan) shall have no application to an action, as defined in that Act, with respect to this Agreement.
- (l) For the purpose of assisting ATB in assessing the creditworthiness of the Debtor or the ownership or description of any of the Collateral, and for the purpose of collecting all or any portion of the Indebtedness owing by the Debtor to ATB, the Debtor consents to the disclosure and release to ATB of personal information, including without limitation, motor vehicle information from Alberta Registries (or any other provincial government department having jurisdiction in that area). This consent is effective from the effective date of this Agreement and shall remain in effect until all Indebtedness is fully satisfied.

#### 18. INTERPRETATION

- (a) If a portion of this Agreement is wholly or partially invalid, then this Agreement will be interpreted as if the invalid portion had not been a part of it.
- (b) Where the context so requires, the singular number shall be read as if the plural were expressed and the provisions hereof shall be read with all grammatical changes necessary depending upon the person referred to being male, female or body corporate.

#### 19. GOVERNING LAW

This Agreement will be interpreted in accordance with the laws of the Province of Alberta, and the Debtor irrevocably agrees that any suit or proceeding with respect to any matters arising out of or in connection with this Agreement may be brought in the courts of such Province or in any court of competent jurisdiction, as ATB may elect, and the Debtor agrees to attorn to the same.

#### 20. COPY OF AGREEMENT

The Debtor hereby acknowledges receipt of a copy of this Agreement, and waives any right it may have to receive a Financing Statement, Financing Change Statement or Verification Statement relating to it.





THIS AGREEMENT may be executed electronically; this Agreement may be delivered by email, facsimile or other functionally-equivalent electronic means.

IN WITNESS WHEREOF the Debtor has executed this Agreement this 20 day of April, 2020.

**ST. ALBERT LIMITED PARTNERSHIP by its general partner  
ST. ALBERT REAL ESTATE SYNDICATE GP LTD.**

Per: [Signature]  
I/we have the authority to bind the Partnership

Per: \_\_\_\_\_

Full Address of Debtor:

226 - 1111 OLYMPIC WAY S.E.  
Calgary, Alberta T2G0E6

Full List of all prior names by which Debtor has been known (whether by way of name change, amalgamation or otherwise):

Amalgamation Predecessors  
NIL

Previous Legal Entity Name(s)  
NIL



### SCHEDULE A

1. Description of Collateral:

Select appropriate box or boxes. If no box is selected, the Debtor shall be deemed to have selected box (a).

- (a) All of the Debtor's present and after-acquired Personal Property, as well as a mortgage by way of a floating charge on all of the Debtor's lands, real property, immoveable property, leasehold property and other property, assets and undertaking not subject to the PPSA, including all such property, assets and undertaking owned or leased by or licensed to the Debtor and in which the Debtor at any time has an interest or to which the Debtor is or at any time may become entitled.
- (b) All of the Debtor's present and after-acquired Personal Property.
- (c) All of the Debtor's present and after acquired personal property (including but not limited to Equipment, Inventory, Accounts, Chattel Paper, Documents of Title, Goods, Intangibles, Investment Property, Money and Fixtures) now or hereafter situate on, annexed to, used in connection with or arising from the business or affairs carried on at or about the lands and premises described on Schedule "B" hereto (or any other description by which such lands may be described) (the "Lands") and any proceeds thereof (including insurance proceeds), all present and future contracts for the supply of work or materials or provision of services relating to the construction, operation or maintenance of the Lands and the business or affairs carried on at or about the Lands, and all permits, licences and concessions relating to the ownership of the Lands or the operation of the business or affairs carried on at or about the Lands, as well as all documents, contracts, books of account and other books relating to or being records of or by which such are or may hereafter be secured, evidenced, acknowledged or made payable or relating to the Debtor's business, customers and clients.
- (d) All of the Debtor's present and after-acquired Personal Property except
- (e) All of the Debtor's equipment of whatever kind and wherever situated including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatever nature.
- (f) All Accounts, Instruments, debts and Chattel Paper which are now due, owing or accruing due, or which may hereafter become due, owing or accruing due, to the Debtor, together with all records (whether in writing or not) and other documents of any kind which in any way evidence or relate to any or all of the Accounts, Instruments, debts or Chattel Paper.
- (g) All of the Debtor's present and after-acquired Inventory, wherever located.
- (h) The following described Personal Property:  
\_\_\_\_\_  
\_\_\_\_\_
- (i) All harvested and unharvested crops whether growing or matured, and whether grain, roots, seeds, leaves or otherwise howsoever, and any interest of the Debtor therein, wherever located.
- (j) All of the Debtor's , male or female, born or unborn, branded or unbranded, of whatever age or stage of growth , wherever located.





2. Listing of Serial Numbers:

The registration mark (for aircraft only) and the serial numbers or vehicle identification numbers of any motor vehicles, trailers, mobile homes, manufactured homes, boats, outboard motors for boats, or aircraft (other than those held as inventory for sale or lease by the Debtor) constituting Collateral are as follows:

<u>Make and Model</u>	<u>Year of Manufacture</u>	<u>Serial Number (and Registration Mark for aircraft only)</u>
<hr/>		

3. Locations of Personal Property Collateral:

The personal property Collateral is located at the following location(s):

7 and 9 St. Anne Street, St. Albert, Alberta

4. Permitted Encumbrances (if any):

St. Albert Limited Partnership

- NIL





SCHEDULE B  
DESCRIPTION OF LANDS

Firstly

PLAN 7822207

BLOCK 5

LOT 61

EXCEPTING THEREOUT ALL MINES AND MINERALS  
AREA: 0.429 HECTARES (1.06 ACRES) MORE OR LESS

Encumbrances:

- 932 393 384 CAVEAT RE : ENCROACHMENT AGREEMENT , ETC. IN FAVOUR OF 575732 ALBERTA LTD.
- 012 226 658 CAVEAT RE : LEASE IN FAVOUR OF NINE EAGLES EQUITY INC.
- 042 100 107 CAVEAT RE : LEASE AMENDING AGREEMENT , ETC. IN FAVOUR OF 486230 ALBERTA LTD.
- 062 340 666 CAVEAT RE : LEASE IN FAVOUR OF ALBERTA HOMOEOPATHIC MEDICAL CLINIC &
- 092 418 896 CAVEAT RE : LEASE INTEREST IN FAVOUR OF DOUGLAS RITZEN PROFESSIONAL CORPORATION.
- 092 418 897 CAVEAT RE : LEASE INTEREST IN FAVOUR OF DOUGLAS RITZEN PROFESSIONAL CORPORATION.
- 152 075 556 MORTGAGE IN FAVOUR OF CANADIAN WESTERN BANK. (to be discharged)
- 152 075 557 CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES IN FAVOUR OF CANADIAN WESTERN BANK. (to be discharged)
- 192 014 410 CAVEAT RE : LEASE INTEREST IN FAVOUR OF THE CITY OF ST. ALBERT.

Secondly

PLAN 8222311

BLOCK 5

LOT 65

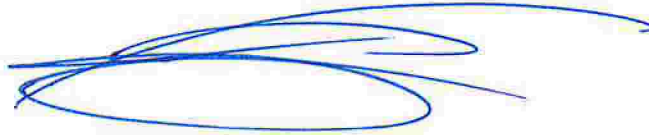
EXCEPTING THEREOUT ALL MINES AND MINERALS

Encumbrances:

- 932 324 040 CAVEAT RE : ENCROACHMENT AGREEMENT IN FAVOUR OF 575732 ALBERTA LTD.
- 062 575 842 CAVEAT RE : ASSIGNMENT OF LEASE IN FAVOUR OF 1230022 ALBERTA LTD.
- 152 075 556 MORTGAGE IN FAVOUR OF CANADIAN WESTERN BANK. (to be discharged)
- 152 075 557 CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES IN FAVOUR OF CANADIAN WESTERN BANK. (to be discharged)



THIS IS EXHIBIT "F" TO THE  
AFFIDAVIT OF OLENA OLENCHUK  
SWORN BEFORE ME AT CALGARY, ALBERTA,  
this 12<sup>th</sup> day of March, 2024

A handwritten signature in blue ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

---

A COMMISSIONER FOR OATHS IN AND FOR ALBERTA

**Kyle R. Smith**  
Barrister & Solicitor

## Continuing Guarantee (Including Postponement and Assignment of Claims)

TO: ATB Financial, previously Alberta Treasury Branches ("ATB" or "you")  
IN CARE OF:  
3699 - 63 Avenue N.E.  
Calgary, Alberta T3J 0G7

IN CONSIDERATION of ATB extending credit to or otherwise dealing or continuing to deal with

### St. Albert Limited Partnership

( 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.

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 otherwise deal 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 of 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 change, 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 or 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 Limitations 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, lawyers' 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 a 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 ATB 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.

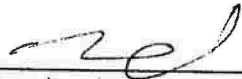




- 20. Any word herein contained importing the singular number shall include the plural and vice versa, and any word importing gender shall include the masculine, feminine and neuter gender, and any word importing a person shall include a corporation and a partnership and any entity, in each case as the 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 representatives, 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 therefor 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 this guarantee under seal, this 20 day of April 2020.

ST. ALBERT REAL ESTATE SYNDICATE GP LTD.

Per:   
 I/we have the authority to bind the Corporation

Per: \_\_\_\_\_



**THIS IS EXHIBIT "G" TO THE  
AFFIDAVIT OF OLENA OLENCHUK  
SWORN BEFORE ME AT CALGARY, ALBERTA,  
this 12<sup>th</sup> day of March, 2024**

A handwritten signature in blue ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

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**A COMMISSIONER FOR OATHS IN AND FOR ALBERTA**

**Kyle R. Smith**  
Barrister & Solicitor



## Continuing Guarantee (Including Postponement and Assignment of Claims)

TO: ATB FINANCIAL, previously Alberta Treasury Branches ("ATB" or "you")  
IN CARE OF:  
3699 - 63 Avenue N.E.  
Calgary, Alberta T3J 0G7

IN CONSIDERATION of ATB extending credit to or otherwise dealing or continuing to deal with

**St. Albert Limited Partnership**  
(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 TWO MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$2,250,000.00), 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 Limitations 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 judgement 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 ATB 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 judgement 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 20 day of April, 2020.

[Signature]  
Witness

[Signature]  
JOHN TORODE





GUARANTEES ACKNOWLEDGEMENT ACT  
(Section 3)  
CERTIFICATE

I HEREBY CERTIFY THAT:

1. John Torode, the guarantor in the guarantee dated the 20 day of April, 2020, made between John Torode and ATB Financial, which this certificate is attached to or noted on, appeared in person before me and acknowledged that he/she had executed the guarantee.
2. I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

CERTIFIED by Wayne R Whitlock, Lawyer at the City of Calgary, in the Province of Alberta,  
this 20 day of April, 2020.

Wayne R Whitlock  
Signature

STATEMENT OF GUARANTOR

I am the person named in this certificate.

John Torode  
Signature of Guarantor ~~John Torode~~



**THIS IS EXHIBIT "H" TO THE  
AFFIDAVIT OF OLENA OLENCHUK  
SWORN BEFORE ME AT CALGARY, ALBERTA,  
this 12<sup>th</sup> day of March, 2024**

A handwritten signature in blue ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

---

**A COMMISSIONER FOR OATHS IN AND FOR ALBERTA**

**Kyle R. Smith**  
Barrister & Solicitor



# Security Agreement Non-Consumer

TO: ATB Financial, previously Alberta Treasury Branches ("ATB")

BRANCH: 3699 - 63 AVENUE N.E.  
CALGARY, ALBERTA T3J 0G7

FROM: St. Albert Real Estate Syndicate GP Ltd. (the "Debtor")

## 1. DEFINITIONS

All capitalized terms used in this Agreement and in any schedules attached hereto (as such schedules may be amended or supplemented from time to time) shall, except where defined herein, be interpreted pursuant to their respective meanings when used in the *Personal Property Security Act* (the "PPSA") of the province or territory referred to in the "Governing Law" section of this Agreement (the "Province") and any regulations issued thereunder.

## 2. SECURITY INTEREST AND CHARGE

(a) As general and continuing collateral security for the payment and performance of all debts, liabilities and obligations of the Debtor to ATB howsoever arising, both present and future, absolute and contingent, direct and indirect, matured or not, and whether the Debtor be bound alone or jointly or severally with others (the "Indebtedness"), the Debtor hereby assigns and grants to and in favour of ATB:

- (i) a security interest and pledge in the personal property of the Debtor selected and referred to in Schedule "A"; and
- (ii) if so selected on Schedule "A", a mortgage by way of a floating charge on any and all present and after-acquired lands, real property, immoveable property, leasehold property and other property, assets and undertaking of the Debtor not subject to the PPSA, including all such property, assets and undertaking owned or leased by or licensed to the Debtor and 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 (herein collectively called the "Collateral").

(b) The assignments, mortgages, pledges, charges, security interests and floating charges (if applicable) granted hereunder are hereinafter collectively called the "Security Interests". The Debtor warrants and acknowledges to and in favour of ATB that:

- (i) the Debtor has rights in all existing Collateral and the parties intend the Security Interest hereby created in any of the Debtor's existing property which is subject to the PPSA to attach upon execution and delivery hereof;
- (ii) the parties intend the Security Interest created in any of the Debtor's after-acquired property which is subject to the PPSA to attach at the same time as it acquires rights in the after-acquired property; and
- (iii) value has been given.





- (c) For greater certainty, where the Collateral includes all of the Debtor's present and after-acquired Personal Property, and any of such Collateral is or becomes located on lands or premises leased or subleased by the Debtor, the Collateral includes the Debtor's interest as tenant or lessee under any and all of such leases and subleases of the lands or premises.
- (d) The last day of any term reserved by any lease or agreement to lease is excepted out of the Security Interest and does not form part of the Collateral, but the Debtor shall stand possessed of such last day in trust to assign the same to any person acquiring such term.
- (e) If the grant of the Security Interest in respect of any contract, lease, agreement to lease, license, permit, approval or intellectual property right would result in the termination or breach of such contract, lease, agreement to lease, license, permit, approval or intellectual property right, then the applicable contract, lease, agreement to lease, license, permit, approval or intellectual property right will not be subject to the Security Interest but will be held in trust by the Debtor for the benefit of ATB and, on exercise by ATB of any of its rights under this Agreement following Default, assigned by the Debtor as directed by ATB.

### 3. CONTINUOUS INTEREST

The Security Interest hereby created is a continuing charge, and shall secure all Indebtedness notwithstanding that the Indebtedness may be fluctuating and even may from time to time and at any time be reduced to a nil balance, and notwithstanding that monies advanced may be repaid and future advances may be made to or to the order of the Debtor or in respect of which the Debtor is liable. The Security Interest maintains priority for all Indebtedness secured hereby whether incurred or arising before or after the creation or registration of any Encumbrance (as hereinafter defined) and notwithstanding that at any time there may not be any Indebtedness then outstanding.

### 4. AUTHORIZED DEALING WITH COLLATERAL

Until Default (as hereinafter defined), or until ATB provides written notice to the contrary to the Debtor, the Debtor may deal with the Collateral in the ordinary course of the Debtor's business in any manner not inconsistent with the provisions of this Agreement, provided that the Debtor shall not, without the prior written consent of ATB:

- (a) sell, exchange, lease, transfer or otherwise dispose of any of the Collateral other than Inventory being sold, leased or disposed of for fair market value in the ordinary course of the Debtor's business as it is presently conducted and for the purpose of carrying on that business, or
- (b) create, incur or permit to exist any security interest, mortgage, lien, claim, charge or other encumbrance (herein collectively called the "Encumbrances" and individually, an "Encumbrance") upon any of the Collateral whether it would rank or purport to rank in priority to, equally with or behind the Security Interest granted under this Agreement.

Nothing in this Agreement or otherwise creates a postponement or subordination of any priority of ATB in any of the Collateral in favour of any present or future holder of an Encumbrance (including without limitation, a holder of a lease) in any of the Collateral.

If the Collateral comprises any Investment Property, Chattel Paper, Instrument, Money or Document of Title, the Debtor will, forthwith upon request, deliver the same to ATB and will allow ATB to retain possession of the same. If the Collateral comprises any Investment Property that is a Certificated Security, the Debtor will, upon request, deliver to ATB all Security Certificates relating to such Certificated Security endorsed in blank. If the Collateral comprises any Investment Property that is an Uncertificated Security or a Security Entitlement, the Debtor, on request by ATB, will, or will cause the issuer of such Investment Property to, or will cause the Securities Intermediary that holds such Investment Property to, take all steps as are necessary to give exclusive control (as that term is used in the PPSA) over such Investment Property to ATB on terms and conditions satisfactory to ATB.





## 5. REPRESENTATIONS AND WARRANTIES OF THE DEBTOR

The Debtor hereby represents and warrants to ATB that:

- (a) the Collateral is owned by the Debtor free of all Encumbrances, save for those Encumbrances agreed to in writing between ATB and the Debtor and those shown on Schedule "A" hereto;
- (b) each Account, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "Account Debtor") and the amount represented by the Debtor to ATB from time to time as owing by each Account Debtor will be the correct amount actually and unconditionally owing from such Account Debtor, except for normal cash discounts where applicable;
- (c) as at the date hereof, the description of the Collateral in Schedule "A" and/or Schedule "B" hereto is complete and accurate, and, if so requested by ATB, all serial numbers and vehicle identification numbers affixed to or ascribed to any of the Collateral have been provided to ATB;
- (d) the Debtor has full power and authority to conduct its business and own its properties in all jurisdictions in which the Debtor carries on business, except to the extent any failure to do so would not reasonably be expected to have a material adverse effect on its business, operations or financial condition or impair its ability to perform its obligations hereunder, and has full power and authority to grant to ATB the Security Interest created under this Agreement and to execute, deliver and perform all of its obligations under this Agreement;
- (e) this Agreement has been duly executed and delivered by the Debtor and constitutes a legal, valid and binding obligation of the Debtor, subject only that such enforcement may be limited by bankruptcy, insolvency and any other similar laws of general application affecting creditors' rights generally and by rules of equity limiting enforceability by specific performance;
- (f) there is no provision in any agreement to which the Debtor is a party, nor is there any statute, rule or regulation, or to the knowledge of the Debtor any judgment, decree or order of any court, binding on the Debtor which would be contravened by the execution and delivery of this Agreement;
- (g) there is no litigation, proceeding or dispute pending, or to the knowledge of the Debtor threatened, against or affecting the Debtor or the Collateral, the adverse determination of which might materially and adversely affect the Debtor's business, financial condition or operations or impair the Debtor's ability to perform its obligations hereunder or affect the priority of the Security Interest created hereunder or affect the rights and remedies of ATB hereunder;
- (h) the name of the Debtor is accurately and fully set out below, and the Debtor is not nor has it been known by any other name other than as set out below;
- (i) as at the date hereof, the Collateral is located in the Province and such other jurisdictions indicated on Schedule "A" hereto. With respect to Goods (including Inventory) constituting Collateral, the locations specified in Schedule "A" are accurate and complete save for Goods in transit to such locations and Inventory on lease or consignment; and all buildings, fixtures or Goods about to become fixtures and all crops and all oil, gas or other minerals to be extracted and all timber to be cut which forms part of the Collateral will be situate at one of such locations. For certainty, the Security Interests attach to all personal property Collateral, wherever located, whether or not in jurisdictions indicated on Schedule "A" hereto;
- (j) the Collateral does not consist of Consumer Goods;
- (k) the Collateral, except as previously communicated to ATB in writing, does not consist of Goods that are of a kind that are normally used in more than one jurisdiction; and





- (l) the Debtor's place of business, or if more than one place of business, the Debtor's chief executive office, is located in the Province (unless otherwise advised to ATB in writing).

## 6. COVENANTS OF THE DEBTOR

The Debtor hereby covenants with ATB that:

- (a) the Debtor owns and will maintain the Collateral free of Encumbrances, except those agreed to in writing between ATB and the Debtor and those described in Schedule "A" hereto, or hereafter approved in writing by ATB prior to their creation or assumption, and will defend its title to the Collateral for the benefit of ATB against the claims and demands of all persons;
- (b) the Debtor will maintain the Collateral in good condition and repair and will not allow the value of the Collateral to be materially impaired and will permit ATB or such person as ATB may from time to time appoint to enter into any premises during business hours and on reasonable prior notice (or at such other time as may be reasonably requested by ATB or such person) where the Collateral may be kept to view its condition;
- (c) the Debtor will conduct its business in a proper and business-like manner and will keep proper books of account and records of its business, and upon request will furnish access to its books and records at all reasonable times, and will give to ATB any information which it may reasonably require relating to the Debtor's business;
- (d) the Debtor will punctually pay all rents, taxes, rates and assessments lawfully assessed or imposed upon any property or income of the Debtor and will punctually pay all debts and obligations to labourers, workers, employees, contractors, subcontractors, suppliers of materials and other creditors which, when unpaid, might under applicable federal, provincial, state or other laws have priority over the Security Interest granted by this Agreement;
- (e) the Debtor will punctually make all payments and perform all of its obligations under any contracts under which any material Collateral is held or to which it is subject;
- (f) the Debtor will immediately give notice to ATB of:
  - (i) any change in the location of the Collateral from that specified in Section 5(i) hereof;
  - (ii) the details of any material acquisition or disposition of Collateral (whether authorized by ATB or not), including any additions to or deletions from the listing of serial numbers and vehicle identification numbers specified in Schedule "A" hereto;
  - (iii) any material loss of or damage to Collateral;
  - (iv) the details of any claims or litigation that could adversely affect the Debtor or the Collateral in any material way;
  - (v) any change of its name or of any trade or business name used by it;
  - (vi) any change of its place of business, or if it has more than one place of business, of its chief executive office; and
  - (vii) any merger or amalgamation of the Debtor with any person;

and the Debtor agrees not to effect or permit any of the changes referred to in clauses (i), (ii), (v), (vi) or (vii) above unless all filings have been made and all other actions have been taken that are required or desirable (as determined by ATB) in order for ATB to continue to have a valid and perfected Security Interest in respect of the Collateral at all times following such change;





- (g) the Debtor will insure and keep insured the Collateral (or, in the case of any real property, the buildings located on and constituting part of the Collateral) against loss or damage by fire, lightning, explosion, smoke, impact by aircraft or land vehicle, riot, windstorm, hail and other insurable hazards to the extent of its full insurable value, and will maintain all such other insurance as ATB may reasonably require. The loss under the policies of insurance will be made payable to ATB as its interest may appear and will be written by an insurance company approved by ATB on terms reasonably satisfactory to ATB, and the Debtor will provide ATB with copies of the same. The Debtor will pay all premiums and other sums of money necessary for such purposes as they become due and will deliver to ATB proof of said payment, and will not allow anything to be done by which the policies may become vitiated. Upon the happening of any loss or damage the Debtor will furnish at its expense all necessary proofs and will do all necessary acts to enable ATB to obtain payment of the insurance monies;
- (h) the Debtor will observe the requirements of any regulatory or governmental authority with respect to the Collateral, except to the extent any failure to do so would not reasonably be expected to have a material adverse effect on its business, operations or financial condition or affect the priority of the Security Interest created hereunder or affect the rights and remedies of ATB hereunder;
- (i) the Debtor will not remove any of the Collateral from any location specified in Section 5(i) hereof without the prior written consent of ATB;
- (j) ATB may pay or satisfy any Encumbrance created in respect of any Collateral, or any sum necessary to be paid to clear title to such Collateral, and the Debtor agrees to repay the same on demand, plus interest thereon at a rate equal to the highest rate of interest payable by the Debtor on any portion of the Indebtedness;
- (k) ATB and the Debtor may from time to time agree in writing as to affirmative and negative covenants and restrictions to be performed and observed by the Debtor in respect of provision of financial information, payment of dividends, capital expenditures, incurring of additional obligations, reduction of capital, distribution of assets, amalgamation, repayment of loans, lending of money, sale and other disposition of assets and/or such other matters as ATB and the Debtor may think fit, and the Debtor agrees to perform and observe such affirmative and negative covenants and restrictions to the same extent and effect as if the same were fully set forth in this Agreement; and
- (l) the Debtor will not permit the Collateral constituting personal property to become affixed to real or other personal property (unless the Debtor owns such real or other personal property, and ATB has a Security Interest therein having the same priority as in respect of the Collateral becoming so affixed) without the prior consent of ATB in writing, and will obtain and deliver to ATB such waivers regarding the Collateral as ATB may reasonably request from any owner, landlord or mortgagee of the premises where the Collateral is or may be located.

## 7. DEFAULT

The happening of any of the following shall constitute default (a "Default") under this Agreement:

- (a) the Debtor fails to pay, when due, the Indebtedness or any part thereof;
- (b) the Debtor fails, when due, to perform any obligation (other than payment of the Indebtedness or any part thereof) to ATB, and such failure, if capable of being cured, is not cured within 5 days of the date the Debtor first knew or should have known of such failure;
- (c) the Debtor fails when due to perform any obligation to any other person, and such failure, if capable of being cured, is not cured within 7 days of the date the Debtor first knew or should have known of such failure;
- (d) any representation or warranty made in this Agreement or any other document or report furnished to ATB in respect of the Debtor or the Collateral is false or misleading in any material respect;







- (e) the Debtor ceases or demonstrates an intention to cease to carry on business or disposes or purports to dispose of all or a substantial part of its assets;
- (f) any of the licenses, permits or approvals granted by any government or any government authority and material to the business of the Debtor is withdrawn, cancelled or significantly altered;
- (g) an order is made or a resolution is passed for winding up the Debtor, or a petition is filed for the winding up, dissolution, liquidation or amalgamation of the Debtor or any arrangement or composition of its debts;
- (h) the Debtor becomes insolvent or makes an assignment or proposal or files a notice of intention to make a proposal for the benefit of its creditors, or a bankruptcy petition or receiving order is filed or made against the Debtor, or a Receiver (as hereinafter defined), trustee, custodian or other similar official of the Debtor or any part of its property is appointed, or the Debtor commits or demonstrates an intention to commit any act of bankruptcy, or the Debtor otherwise becomes subject to the provisions of the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangements Act* (Canada) or any other act for the benefit of its creditors;
- (i) any execution, sequestration, extent or distress or any other like process is levied or enforced against any property of the Debtor, or a secured party takes possession of any of the Debtor's property;
- (j) any material adverse change occurs in the financial position of the Debtor; or
- (k) ATB considers that it is insecure, or that the prospect of payment or performance by the Debtor of the Indebtedness is or is about to be impaired, or that the Collateral is or is about to be placed in jeopardy.

## 8. REMEDIES

### On Default:

- (a) ATB may seize or otherwise take possession of the Collateral or any part thereof and sell the same by public or private sale at such price and upon such terms as ATB in its sole discretion may determine, and the proceeds of such sale less all costs and expenses of ATB (including costs as between a solicitor and its own client on a full indemnity basis) shall be applied on the Indebtedness and the surplus, if any, shall be disposed of according to law;
- (b) ATB may apply to a court of competent jurisdiction for the sale or foreclosure of any or all of the Collateral;
- (c) ATB may enforce this Agreement by any method provided for in this Agreement, under the PPSA or under any other applicable statute or otherwise as permitted by law, and may dispose of the Collateral by any method permitted by law, including disposal by lease or deferred payment. ATB may use the Collateral in any manner as it in its sole discretion deems advisable; and
- (d) ATB may apply to a court for the appointment of a Receiver (as hereinafter defined), or may appoint by Instrument any person or persons, to be a Receiver of any Collateral, and may remove any person so appointed and appoint another in his/her stead. The term "Receiver" as used in this Agreement includes a receiver, a manager and a receiver-manager. Any Receiver will have the power:
  - (i) to take possession of any or all of the Collateral and for that purpose to take any proceedings, in the name of the Debtor or otherwise;
  - (ii) to carry on or concur in carrying on the business of the Debtor and enter on, occupy and use (without charge by the Debtor) any of the premises, buildings, plant and undertaking of, or occupied or used by, the Debtor;
  - (iii) to sell or lease any Collateral;







- (iv) to make any arrangement or compromise which he may think expedient in the interest of ATB;
- (v) to pay all liabilities and expenses connected with the Collateral, including the cost of insurance and payment of taxes or other charges incurred in obtaining, maintaining possession of and preserving the Collateral, and the same shall be added to the Indebtedness and secured by the Collateral;
- (vi) to hold as additional security any increase or profits resulting from the Collateral;
- (vii) to exercise all rights that ATB has under this Agreement or otherwise at law;
- (viii) with the consent of ATB in writing, to borrow money for the purpose of carrying on the business of the Debtor or for the maintenance of the Collateral or any part thereof or for other purposes approved by ATB, and any amount so borrowed together with interest thereon shall form a charge upon the Collateral in priority to the Security Interest created by this Agreement;
- (ix) to enter into and to occupy any premises in which the Debtor has any interest; and
- (x) to exercise any of the powers and rights of an Entitlement Holder in respect of any Security Entitlement of the Debtor.

The Debtor hereby appoints each Receiver appointed by ATB to be its attorney to effect the sale or lease of any Collateral and any deed, lease, agreement or other document signed by a Receiver under his seal pursuant hereto will have the same effect as if it were under the seal of the Debtor. Any Receiver will be deemed (for purposes relating to responsibility for the Receiver's acts or omissions) to be the agent of the Debtor and not of ATB, and the Debtor will be solely responsible for his acts or defaults and for his remuneration and expenses, and ATB will not be in any way responsible for any misconduct or negligence on the part of any Receiver.

Neither ATB nor any civil enforcement agent, sheriff, Receiver or person having similar responsibilities will be required to take any steps to preserve any rights against other parties pursuant to any Collateral, including without limitation, any Investment Property, Chattel Paper or Instrument constituting the Collateral or any part of it. Furthermore, ATB shall have no obligation to take any steps to preserve prior encumbrances on any Collateral whether or not in ATB's possession and shall not be liable or accountable for failure to do so. Neither ATB nor any civil enforcement agent, sheriff, Receiver or person having similar responsibilities is required to keep Collateral identifiable.

ATB may exercise any or all of the foregoing rights and remedies (or any other rights and remedies available to ATB) without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except as required by applicable law) to or on the Debtor or any other person, and the Debtor by this Agreement waives each such demand, presentment, protest, advertisement and notice to the extent permitted by applicable law. None of the rights and remedies contained herein or otherwise available to ATB will be exclusive of or dependent on or merge in any other right or remedy, and one or more of such rights and remedies may be exercised independently or in combination from time to time.

## 9. COLLECTION OF DEBTS

Before or after Default, ATB may notify all or any Account Debtors of the Security Interest and may also direct such Account Debtors to make all payments on any Collateral to ATB. The Debtor acknowledges that any payments on or other proceeds of Collateral received by the Debtor from Account Debtors after Default under this Agreement and whether before or after notification of this Security Interest to Account Debtors shall be received and held by the Debtor in trust for ATB and shall be turned over to ATB on request. The Debtor shall furnish ATB with all information which may assist in the collection of all Accounts and any other monies or debts due to the Debtor.





## 10. INVESTMENT PROPERTY

If the Collateral at any time includes Investment Property, the Debtor irrevocably authorizes and appoints ATB as its attorney and agent to transfer the same or any part thereof into its own name or that of its nominee(s) so that ATB or its nominee(s) may appear on record as the sole owner thereof; provided that, until Default, ATB shall deliver promptly to the Debtor all notices or other communications received by it or its nominee(s) as such registered owner and, upon demand and receipt of payment of any necessary expenses thereof, shall issue to the Debtor or its order a proxy to vote and take all action with respect to such Investment Property. After Default, the Debtor waives all rights to receive any notices or communications received by ATB or its nominee(s) as such registered owner and agrees that no proxy issued by ATB to the Debtor or to its order as aforesaid shall thereafter be effective. These powers are coupled with an interest and are irrevocable until this Agreement is terminated and the Security Interests created by this Agreement are released.

## 11. COLLATERAL IN POSSESSION OF ATB

The Debtor agrees with ATB that, with respect to any Collateral held in the possession of ATB pursuant to this Agreement ("Retained Collateral"):

- (a) ATB's responsibility with regard to the Retained Collateral shall be limited to exercising the same degree of care which it gives to similar property held by ATB at the branch where the Retained Collateral is held. ATB shall not in any event be obligated to protect the Retained Collateral from depreciating or becoming worthless, or to present, protest, collect, enforce or realize on any of the Retained Collateral;
- (b) ATB shall not be obliged to collect or see to the payment of revenue, income, interest or dividends upon any of the Retained Collateral, but all such revenue, income, interest or dividends, if any, when received by the Debtor, shall immediately be paid to ATB. ATB, in its sole discretion, may hold such monies as Collateral or appropriate it to any portion of the Indebtedness;
- (c) the Debtor irrevocably appoints ATB as its attorney and agent, with full powers of substitution, to sell, transfer, surrender, redeem, endorse or otherwise deal with any of the Retained Collateral as ATB, in its sole discretion, may see fit. These powers are coupled with an interest and are irrevocable until this Agreement is terminated and the Security Interests created by this Agreement are released; and
- (d) ATB shall have all rights and powers, but shall not be required to exercise any right or benefit which the holder or owner of the Retained Collateral may at any time have in connection with the Retained Collateral.

## 12. ACCELERATION

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

## 13. NOTICE

Any notice or demand required or permitted to be made or given by ATB to the Debtor may be validly served by delivering the same or by mailing the same prepaid registered mail, addressed to the Debtor at the last known address of the Debtor or of any officer or director thereof, as shown on the records of ATB, and in the case of mailing, such notice or demand shall be deemed to have been received by the Debtor on the third business day following the date of mailing.

## 14. COSTS AND EXPENSES

The Debtor agrees to pay all reasonable costs, charges and expenses incurred by ATB or any Receiver appointed by it (including without restricting the generality of the foregoing, 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 ATB or any agent, solicitor, or servant of ATB for any purpose herein provided at such rates as ATB may establish in its sole discretion from time to time) in preparing, registering or enforcing this Agreement, taking custody of, preserving, maintaining, repairing, processing, preparing for disposing of the Collateral and in enforcing or collecting the Indebtedness, and all such costs, charges and expenses shall be a first charge on the proceeds of realization, collection or disposition of the Collateral and shall be secured hereby.

## 15. REAL PROPERTY

- (a) For all purposes, including any application to register a crystallized floating charge under the *Land Title Act* (British Columbia) against any real property, the floating charge (if any) created by this Agreement against any lands, real property, immoveable property and leasehold property (collectively, "Real Property") shall be crystallized and become a fixed charge:
- (i) against any Real Property of the Debtor or in which the Debtor has an interest, upon the earlier of:
    - (A) a declaration by ATB pursuant to Section 12 or a demand for payment otherwise being made by ATB and in either case ATB electing to crystallize the floating charge; or
    - (B) ATB taking any action to appoint a Receiver or to enforce its Security Interest or to realize upon all or any part of the Collateral, whether under Section 8(a), (b), (c) or (d) hereof or otherwise; and
  - (ii) against certain specified Real Property of the Debtor or in which the Debtor has an interest, upon ATB taking any action to register the floating charge hereunder or any caveat, security notice or other instrument in respect thereof against such specified Real Property at any real property registry or other similar office.
- (b) In accordance with the *Property Law Act* (British Columbia), the doctrine of consolidation applies to this Agreement.
- (c) The crystallization of the floating charge (if any) created by this Agreement against any real property then owned or held by the Debtor or in which the Debtor then has an interest shall not operate so as to prevent the floating charge granted hereunder from attaching to any real property subsequently acquired by the Debtor or in which the Debtor subsequently acquires an interest and for greater certainty, the floating charge (if any) granted hereunder shall extend to such after-acquired real property, and on election by ATB, such floating charge shall thereupon crystallize.

## 16. REGISTRATION

The Debtor will ensure that this Agreement and all such supplementary and corrective instruments and any additional mortgage and security documents, and all documents, caveats, cautions, security notices and financing statements in respect thereof are, to the extent required by ATB, promptly filed and refiled, registered and re-registered and deposited and re-deposited, in such manner, in such offices and places, and at such times and as often as may be required by applicable law or as may be necessary or desirable to perfect and preserve the Security Interests as a first priority mortgage, charge and security interest and the rights conferred or intended to be conferred upon ATB by the Security Interests and will cause to be furnished promptly to ATB evidence satisfactory to ATB of such filing, registering and depositing.

## 17. MISCELLANEOUS

- (a) Without limiting any other right of ATB, whenever the debts and liabilities of the Debtor to ATB are immediately due and payable, or ATB has the right to declare the debts and liabilities to be immediately due and payable, whether or not it has so declared, ATB may, in its sole discretion, set-off against the debts and liabilities any and all monies then owed to the Debtor by ATB in any capacity, whether due or not due, and ATB shall be deemed to have





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

- (b) ATB may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with the Debtor, sureties and others and with Collateral and other security as ATB may see fit without prejudice to the liability of the Debtor or to ATB's right to hold and realize the Security Interest. ATB may demand, collect and sue on the Collateral in either the Debtor's or ATB's name, at ATB's option, and may endorse the Debtor's name on any and all cheques, commercial paper and any other instruments pertaining to or constituting Collateral and for this purpose, the Debtor irrevocably authorizes and appoints ATB as its attorney and agent, with full power of substitution. These powers are coupled with an interest and are irrevocable until this Agreement is terminated and the Security Interests created by this Agreement are released.
- (c) Upon the Debtor's failure to perform any of its obligations under this Agreement, ATB may, but shall not be required to, perform any such obligations, and the Debtor will pay to ATB, upon demand, an amount equal to the expense incurred by ATB in so doing with interest thereon from the date such expense is incurred at a rate equal to the highest rate of interest payable by the Debtor on any portion of the Indebtedness.
- (d) This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. The Debtor may not assign this Agreement, or any of its rights or obligations under this Agreement, without the prior written consent of ATB. In any action brought by an assignee of this Agreement or the Security Interest created hereunder or any part thereof, the Debtor shall not assert against the assignee any claim or defense which the Debtor now has or hereafter may have against ATB.
- (e) If more than one person executes this Agreement as the Debtor:
  - (i) the obligations of such persons hereunder shall be joint and several;
  - (ii) the Security Interests shall secure the Indebtedness of each Debtor, whether or not any other Debtor or any other person is also liable therefor; and
  - (iii) the Collateral shall include the interest of any Debtor in the property, assets and undertaking constituting Collateral owned or otherwise held by such Debtor, whether or not any other Debtor also has an interest therein.
- (f) The Debtor acknowledges and agrees that in the event it amalgamates with any other corporation or corporations it is the intention of the parties hereto that the term "Debtor" when used herein shall apply to each of the amalgamating corporations and to the amalgamated corporation, such that the Security Interests granted hereby:
  - (i) shall extend and attach to "Collateral" (as that term is herein defined) owned by each of the amalgamating corporations and the amalgamated corporation at the time of amalgamation and to any "Collateral" thereafter owned or acquired by the amalgamated corporation; and
  - (ii) shall secure the "Indebtedness" (as that term is herein defined) of each of the amalgamating corporations and the amalgamated corporation to ATB at the time of amalgamation and any "Indebtedness" of the amalgamated corporation to ATB thereafter arising.
- (g) This Agreement is in addition to and not in substitution for any other security or securities now or hereafter held by ATB and all such other securities shall remain in full force and effect. ATB will not be obliged to exhaust its recourse against the Debtor or any other person or against any other security it may hold in respect of the Indebtedness before realizing upon or otherwise dealing with the Collateral in such manner as ATB may consider desirable.





- (h) The Debtor further agrees to execute and deliver to ATB such further assurances and conveyances and supplemental deeds and instruments as may be necessary to properly carry out the Intention of this Agreement, as determined by ATB, or as may be required by ATB from time to time, in each case acting reasonably.
- (i) After Default, ATB may from time to time apply and re-apply, notwithstanding any previous application, in any such manner as it, in its sole discretion, sees fit, any monies received by it from the Debtor or as a result of any enforcement or recovery proceedings, in or toward payment of any portion of the Indebtedness. The Debtor will remain liable for any Indebtedness that is outstanding following realization of all or any part of the Collateral and the application of the proceeds thereof.
- (j) In the event that the Debtor is a body corporate, it is hereby agreed that *The Limitation of Civil Rights Act* (Saskatchewan), or any provision thereof, shall have no application to this Agreement or any agreement or instrument renewing or extending or collateral to this Agreement. In the event that the Debtor is an agricultural corporation within the meaning of *The Saskatchewan Farm Security Act* (Saskatchewan), the Debtor agrees with ATB that all of Part IV (other than Section 46) of that Act shall not apply to the Debtor.
- (k) In the event that the Debtor is a body corporate, the Debtor further agrees that *The Land Contracts (Actions) Act* (Saskatchewan) shall have no application to an action, as defined in that Act, with respect to this Agreement.
- (l) For the purpose of assisting ATB in assessing the creditworthiness of the Debtor or the ownership or description of any of the Collateral, and for the purpose of collecting all or any portion of the Indebtedness owing by the Debtor to ATB, the Debtor consents to the disclosure and release to ATB of personal information, including without limitation, motor vehicle information from Alberta Registries (or any other provincial government department having jurisdiction in that area). This consent is effective from the effective date of this Agreement and shall remain in effect until all Indebtedness is fully satisfied.

#### 18. INTERPRETATION

- (a) If a portion of this Agreement is wholly or partially invalid, then this Agreement will be interpreted as if the invalid portion had not been a part of it.
- (b) Where the context so requires, the singular number shall be read as if the plural were expressed and the provisions hereof shall be read with all grammatical changes necessary depending upon the person referred to being male, female or body corporate.

#### 19. GOVERNING LAW

This Agreement will be interpreted in accordance with the laws of the Province of Alberta, and the Debtor irrevocably agrees that any suit or proceeding with respect to any matters arising out of or in connection with this Agreement may be brought in the courts of such Province or in any court of competent jurisdiction, as ATB may elect, and the Debtor agrees to attorn to the same.

#### 20. COPY OF AGREEMENT

The Debtor hereby acknowledges receipt of a copy of this Agreement, and waives any right it may have to receive a Financing Statement, Financing Change Statement or Verification Statement relating to it.





THIS AGREEMENT may be executed electronically; this Agreement may be delivered by email, facsimile or other functionally-equivalent electronic means.

IN WITNESS WHEREOF the Debtor has executed this Agreement this 20 day of April, 2020.

ST. ALBERT REAL ESTATE SYNDICATE GP LTD.

Per:   
I/we have the authority to bind the Corporation

Per: \_\_\_\_\_

Full Address of Debtor:

226, 1111 Olympic Way S.E.  
Calgary, Alberta T2G0E6

Full List of all prior names by which Debtor has been known (whether by way of name change, amalgamation or otherwise):

Amalgamation Predecessors

NIL

Previous Legal Entity Name(s)

NIL





SCHEDULE A

1. Description of Collateral:

Select appropriate box or boxes. If no box is selected, the Debtor shall be deemed to have selected box (a).

- (a) All of the Debtor's present and after-acquired Personal Property, as well as a mortgage by way of a floating charge on all of the Debtor's lands, real property, immoveable property, leasehold property and other property, assets and undertaking not subject to the PPSA, including all such property, assets and undertaking owned or leased by or licensed to the Debtor and in which the Debtor at any time has an interest or to which the Debtor is or at any time may become entitled.
- (b) All of the Debtor's present and after-acquired Personal Property.
- (c) All of the Debtor's present and after acquired personal property (including but not limited to Equipment, Inventory, Accounts, Chattel Paper, Documents of Title, Goods, Intangibles, Investment Property, Money and Fixtures) now or hereafter situate on, annexed to, used in connection with or arising from the business or affairs carried on at or about the lands and premises described on Schedule "B" hereto (or any other description by which such lands may be described) (the "Lands") and any proceeds thereof (including insurance proceeds), all present and future contracts for the supply of work or materials or provision of services relating to the construction, operation or maintenance of the Lands and the business or affairs carried on at or about the Lands, and all permits, licences and concessions relating to the ownership of the Lands or the operation of the business or affairs carried on at or about the Lands, as well as all documents, contracts, books of account and other books relating to or being records of or by which such are or may hereafter be secured, evidenced, acknowledged or made payable or relating to the Debtor's business, customers and clients.
- (d) All of the Debtor's present and after-acquired Personal Property except \_\_\_\_\_
- (e) All of the Debtor's \_\_\_\_\_ equipment of whatever kind and wherever situated including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatever nature.
- (f) All Accounts, Instruments, debts and Chattel Paper which are now due, owing or accruing due, or which may hereafter become due, owing or accruing due, to the Debtor, together with all records (whether in writing or not) and other documents of any kind which in any way evidence or relate to any or all of the Accounts, Instruments, debts or Chattel Paper.
- (g) All of the Debtor's present and after-acquired Inventory, wherever located.
- (h) The following described Personal Property: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- (i) All harvested and unharvested crops whether growing or matured, and whether grain, roots, seeds, leaves or otherwise howsoever, and any interest of the Debtor therein, wherever located.
- (j) All of the Debtor's \_\_\_\_\_, male or female, born or unborn, branded or unbranded, of whatever age or stage of growth, wherever located.







2. Listing of Serial Numbers:

The registration mark (for aircraft only) and the serial numbers or vehicle identification numbers of any motor vehicles, trailers, mobile homes, manufactured homes, boats, outboard motors for boats, or aircraft (other than those held as inventory for sale or lease by the Debtor) constituting Collateral are as follows:

<u>Make and Model</u>	<u>Year of Manufacture</u>	<u>Serial Number (and Registration Mark for aircraft only)</u>
_____	_____	_____

3. Locations of Personal Property Collateral:

The personal property Collateral is located at the following location(s):

7 and 9 St. Anne Street, St. Albert, Alberta

4. Permitted Encumbrances (if any):

St. Albert Real Estate Syndicate GP Ltd.  
Nil







SCHEDULE B  
DESCRIPTION OF LANDS

Firstly

PLAN 7822207

BLOCK 5

LOT 61

EXCEPTING THEREOUT ALL MINES AND MINERALS

AREA: 0.429 HECTARES (1.06 ACRES) MORE OR LESS

Encumbrances:

- 932 393 384 CAVEAT RE : ENCROACHMENT AGREEMENT , ETC. IN FAVOUR OF 575732 ALBERTA LTD.
- 012 226 658 CAVEAT RE : LEASE IN FAVOUR OF NINE EAGLES EQUITY INC.
- 042 100 107 CAVEAT RE : LEASE AMENDING AGREEMENT , ETC. IN FAVOUR OF 486230 ALBERTA LTD.
- 062 340 666 CAVEAT RE : LEASE IN FAVOUR OF ALBERTA HOMOEOPATHIC MEDICAL CLINIC &
- 092 418 896 CAVEAT RE : LEASE INTEREST IN FAVOUR OF DOUGLAS RITZEN PROFESSIONAL CORPORATION.
- 092 418 897 CAVEAT RE : LEASE INTEREST IN FAVOUR OF DOUGLAS RITZEN PROFESSIONAL CORPORATION.
- 152 075 556 MORTGAGE IN FAVOUR OF CANADIAN WESTERN BANK. (to be discharged)
- 152 075 557 CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES IN FAVOUR OF CANADIAN WESTERN BANK. (to be discharged)
- 192 014 410 CAVEAT RE : LEASE INTEREST IN FAVOUR OF THE CITY OF ST. ALBERT.

Secondly

PLAN 8222311

BLOCK 5

LOT 65

EXCEPTING THEREOUT ALL MINES AND MINERALS

Encumbrances:

- 932 324 040 CAVEAT RE : ENCROACHMENT AGREEMENT IN FAVOUR OF 575732 ALBERTA LTD.
- 062 575 842 CAVEAT RE : ASSIGNMENT OF LEASE IN FAVOUR OF 1230022 ALBERTA LTD.
- 152 075 556 MORTGAGE IN FAVOUR OF CANADIAN WESTERN BANK. (to be discharged)
- 152 075 557 CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES IN FAVOUR OF CANADIAN WESTERN BANK. (to be discharged)



**THIS IS EXHIBIT "I" TO THE  
AFFIDAVIT OF OLENA OLENCHUK  
SWORN BEFORE ME AT CALGARY, ALBERTA,  
this 12<sup>th</sup> day of March, 2024**

A handwritten signature in blue ink, consisting of several overlapping loops and lines, positioned above a horizontal line.

---

**A COMMISSIONER FOR OATHS IN AND FOR ALBERTA**

**Kyle R. Smith**  
Barrister & Solicitor

# LAND MORTGAGE COLLATERAL TO GUARANTEE

St. Albert Real Estate Syndicate GP Ltd. of 226, 1111 Olympic Way SE, Calgary, Alberta T2G 0E6 (the "Mortgagor") has executed and delivered to ATB Financial, previously Alberta Treasury Branches at 3699 - 63 Avenue N.E. Calgary, Alberta T3J 0G7 (the "Mortgagee") a guarantee (the "Guarantee") in relation to the indebtedness and liability to the Mortgagee of St. Albert Limited Partnership (the "Borrower").

As collateral security for the payment by the Mortgagor of any sums required to be paid and the performance of any covenants and obligations of the Mortgagor to be performed from time to time pursuant to the Guarantee or any other guarantees or agreements referred to herein, 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 described in the attached Schedule "A" (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 obligated to pay to the Mortgagee the debts and liabilities of the Borrower to the Mortgagee from time to time in accordance with the Guarantee and all other guarantees and agreements referred to herein (including principal, interest, costs and all other sums which the Mortgagor may become liable to pay to the Mortgagee pursuant thereto, all of which are herein collectively called the "Indebtedness").

## 2. AMOUNT SECURED

For the purposes of the Land Titles Act of Alberta (the "Act", which term includes all amendments and substituted legislation from time to time in effect), the amount secured by this mortgage is: (a) the principal sum of **NINE MILLION DOLLARS AND ZERO CENTS (\$9,000,000.00)**, 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, together with (c) all further monies which may become payable pursuant to the terms of this mortgage and interest thereon as herein provided.

## 3. NO MERGER

The taking of a judgment or judgments under any of the covenants contained in this mortgage, in the Guarantee, or in any other security for payment of the Indebtedness 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.

## 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 law 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 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 may require. 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 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 for such purpose 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 19(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.
- (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, amend 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.
- (h) 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 condition 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.

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. 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. 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.

- (i) 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.

#### 8. 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 noted on the Certificate of Title thereto;
- (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 noted on the Certificate of Title thereto.

#### 9. 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 obligation, covenant or liability of the Mortgagor to the Mortgagee, whether contained herein, in the Guarantee, 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 their 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 becomes enforceable and any step is taken to enforce the same;
- (f) if an order is made, an effective resolution passed or an application 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 application or bankruptcy 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.

#### 10. POWER OF ATTORNEY

Upon the occurrence of an event of default pursuant to paragraph 9, 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.

#### 11. 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.

#### 12. 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 the purpose of securing the payment of rental for the Lands or any part of them. 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.

### 13. 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) R.S.C. 1985, c.1 (5<sup>th</sup> Supp) 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.

#### 14. 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.

#### 15. 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.

#### 16. 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 Indebtedness 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 Section



38 of the Law of Property Act, RSA 2000, c.L-17, 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.

**17. 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.

**18. 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.

**19. APPROPRIATION OF PAYMENTS**

- (a) This mortgage is intended as collateral security to secure the Indebtedness 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 Guarantee or on account of any other obligation for which this mortgage is held as security, 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 under the Guarantee or such other obligations of the Mortgagor as are, at that time, secured by this mortgage. The Mortgagee will credit such collateral account with interest calculated at the same rate and on the same basis as if such monies were on deposit in a Pass Account with the Mortgagee.

20. 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 Guarantee 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 Indebtedness 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 Guarantee 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.



**21. 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) In addition to the Guarantee, this mortgage may, if approved by the Mortgagor, be held by the Mortgagee as security for other obligations of the Mortgagor to the Mortgagee from time to time. In such case, 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 thereof or hereof. 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. If the Mortgagor subsequently executes a new guarantee or guarantees in favour of the Mortgagee in respect of the Borrower's indebtedness to the Mortgagee, whether in addition to the Guarantee or in substitution therefor, this mortgage will continue in full force and effect and stand as collateral security in respect of all obligations and liabilities of the Mortgagor to the Mortgagee arising pursuant to such additional guarantee or guarantees.

**22. 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.






**23. 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 20 day of April, 2020.

SIGNED AND DELIVERED  
by the Mortgagor in the presence of:

**ST. ALBERT REAL ESTATE SYNDICATE GP LTD.**

Per:   
I/we have the authority to bind the Corporation

Per: \_\_\_\_\_

  
Witness



AFFIDAVIT OF EXECUTION

Canada  
Province of Alberta

To Wit:

I, Wayne R Whitlock of  
Calgary in the Province of Alberta  
MAKE OATH AND SAY:

1. THAT I was personally present and did see Reece Torvale who is personally known to me, duly sign and execute the same on behalf of St. Albert Real Estate Syndicate GP Ltd. for the purpose named therein.
2. THAT the instrument was signed at Calgary, in the Province of Alberta, and I am subscribing witness thereto.
3. THAT I believe the person whose signature I witnessed is at least eighteen (18) years of age.

SWORN before me at the City of Calgary, in the Province of Alberta, this 20 day of April, 2020.

Donna I. Litster

A Commissioner for Oaths in and for Alberta

el DONNA I. LITSTER  
A Commissioner for Oaths in and for el  
the Province of Alberta  
My Commission Expires June 10, 2022

AFFIDAVIT VERIFYING CORPORATE SIGNING AUTHORITY

I, Reece Torvale, of Calgary, in the Province of Alberta MAKE OATH AND SAY:

1. I am an officer or a director of St. Albert Real Estate Syndicate GP Ltd. named in the within or annexed instrument (or caveat).
2. I am authorized by the Corporation to execute the instrument (or caveat) without affixing a corporate seal.

SWORN before me at the City of Calgary, in the Province of Alberta, this 20 day of April, 2020.

[Signature]  
A Commissioner for Oaths in and for Alberta



SCHEDULE "A"  
THE LANDS and MEMORANDUM OF ENCUMBRANCES

Firstly  
PLAN 7822207  
BLOCK 5  
LOT 61  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AREA: 0.429 HECTARES (1.06 ACRES) MORE OR LESS

Encumbrances:

- 932 393 384 CAVEAT RE : ENCROACHMENT AGREEMENT , ETC. IN FAVOUR OF 575732 ALBERTA LTD.
- 012 226 658 CAVEAT RE : LEASE IN FAVOUR OF NINE EAGLES EQUITY INC.
- 042 100 107 CAVEAT RE : LEASE AMENDING AGREEMENT , ETC. IN FAVOUR OF 486230 ALBERTA LTD.
- 062 340 666 CAVEAT RE : LEASE IN FAVOUR OF ALBERTA HOMOEOPATHIC MEDICAL CLINIC &
- 092 418 896 CAVEAT RE : LEASE INTEREST IN FAVOUR OF DOUGLAS RITZEN PROFESSIONAL CORPORATION.
- 092 418 897 CAVEAT RE : LEASE INTEREST IN FAVOUR OF DOUGLAS RITZEN PROFESSIONAL CORPORATION.
- 152 075 556 MORTGAGE IN FAVOUR OF CANADIAN WESTERN BANK. (to be discharged)
- 152 075 557 CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES IN FAVOUR OF CANADIAN WESTERN BANK. (to be discharged)
- 192 014 410 CAVEAT RE : LEASE INTEREST IN FAVOUR OF THE CITY OF ST. ALBERT.

Secondly  
PLAN 8222311  
BLOCK 5  
LOT 65  
EXCEPTING THEREOUT ALL MINES AND MINERALS

Encumbrances:

- 932 324 040 CAVEAT RE : ENCROACHMENT AGREEMENT IN FAVOUR OF 575732 ALBERTA LTD.
- 062 575 842 CAVEAT RE : ASSIGNMENT OF LEASE IN FAVOUR OF 1230022 ALBERTA LTD.
- 152 075 556 MORTGAGE IN FAVOUR OF CANADIAN WESTERN BANK. (to be discharged)
- 152 075 557 CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES IN FAVOUR OF CANADIAN WESTERN BANK. (to be discharged)





**THIS IS EXHIBIT "J" TO THE  
AFFIDAVIT OF OLENA OLENCHUK  
SWORN BEFORE ME AT CALGARY, ALBERTA,  
this 12<sup>th</sup> day of March, 2024**

A handwritten signature in blue ink, consisting of several overlapping loops and a long horizontal stroke at the bottom.

---

**A COMMISSIONER FOR OATHS IN AND FOR ALBERTA**

**Kyle R. Smith**  
Barrister & Solicitor



# GENERAL ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT made the 20 day of April, 2020.

BETWEEN:

**ST. ALBERT REAL ESTATE SYNDICATE GP LTD.** (the "Debtor"), of  
226, 1111 Olympic Way S.E., Calgary, Alberta T2G0E6

and

**ATB FINANCIAL ("ATB")**, of  
3699 - 63 Avenue N.E.  
Calgary, Alberta T3J 0G7

RECITAL:

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

## AGREEMENT:

The Debtor agrees with ATB as follows:

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

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

2. All Rents shall be recoverable as rent in arrears. Wherever ATB is entitled to levy distress against the goods and personal property of any of the Lessees or to re-enter the premises described in any Lease, ATB may use such force as it sees fit without being liable to any action in respect thereof or for any loss or damage occasioned thereby. The Debtor releases ATB from all actions, proceedings, claims or demands in respect of any such forceable entry or any loss or damage sustained by the Debtor in respect thereof.
3. Notwithstanding any variation of the terms of any agreement or arrangement with the Debtor or any extension of time for payment or any release of part or parts of the Premises, or of any collateral security, this Assignment shall continue as security until the Indebtedness and all terms of any agreement or agreements between the Debtor and ATB in respect of the Indebtedness are fully paid and satisfied.





4. Although this is a present Assignment, ATB shall not exercise its rights hereunder until ATB determines that default has been made in payment of the Indebtedness, or any part thereof, or in the performance of any term contained in any agreement between ATB and the Debtor in respect of the Indebtedness.
5. ATB may waive any default and shall not be bound to serve any notice on any Lessees on the happening of any default. No waiver shall extend to any subsequent default.
6. ATB is not responsible for collecting any Rents or performing any terms under any Lease. ATB shall not be a mortgagee in possession of the Premises by virtue of this Assignment or by virtue of anything done or omitted to be done by ATB in respect of this Assignment. ATB is not under any obligation to take any action or exercise any remedy in the collection or recovery of any Rents or to see to or enforce the performance of any terms of any Lease.
7. ATB shall only be liable to account for moneys which actually come into its hands by virtue of this Assignment, after deduction of all collection charges, inspection fees and other expenses (including legal fees as between a solicitor and his own client on a full indemnity basis) to which ATB may be put in respect of this Assignment and all moneys received by ATB shall be applied on account of any such part of the Indebtedness.
8. The Debtor shall not, without the consent in writing of ATB:
  - (a) assign, pledge or hypothecate the whole or any part of any Leases or Rents other than to ATB;
  - (b) do or permit or omit to do or permit any act to be done which either directly or indirectly has the effect of waiving, releasing, reducing or abating any rights or remedies of the Debtor or obligations of any other party under or in respect of any Lease;
  - (c) terminate, accept a surrender of or amend in any manner any Lease other than month to month tenancies; or
  - (d) receive or permit the prepayment of any Rent for more than two months in advance.
9. The Debtor will from time to time on demand furnish to ATB a current list of all Leases in such detail as ATB requires.
10. The Debtor shall execute such further documents as are required by ATB from time to time to perfect this Assignment.
11. This Assignment is taken by way of additional security only. Neither the taking of this Assignment nor anything done in respect of this Assignment shall in any way prejudice or limit the rights of ATB or the obligations of the Debtor under any agreement between the Debtor and ATB or any collateral security thereto.
12. The Debtor will at the request of ATB from time to time give any of the Lessees notice of this Assignment and will obtain from those Lessees acknowledgement of such notice. The notice and acknowledgement shall be in the form required by ATB and such notice (or any notice of this Assignment given by ATB) shall be effective and binding on each Lessee upon ATB giving the Lessee notice that the Debtor has defaulted under the terms of any agreement between ATB and the Debtor, whether or not there has actually been a default under such agreement.
13. The rights and remedies given to ATB hereunder are in addition to and not in substitution for and shall not in any way derogate from or delay or prejudice any rights or remedies to which ATB may be entitled under or in respect of any other agreement between the Debtor and ATB.
14. The Debtor warrants and represents to ATB that:
  - (a) none of the Leases or the Debtor's rights thereunder, including the right to receive the Rents, has been or will be amended, sublet, assigned, encumbered, discounted, anticipated, waived, reduced, released or abated without the prior written consent of ATB;
  - (b) none of the Rents has been or will be paid prior to the due date for payment thereof other than as permitted by paragraph 8(d) hereof;
  - (c) there has been no default under any Lease by any of the parties thereto;
  - (d) there is no outstanding dispute under any Lease between the Debtor and any of the Lessees;
  - (e) the Debtor has performed and will perform all of its obligations under each Lease;





- (f) each Lease at the date hereof is valid, enforceable and In full force and effect;
- (g) the Debtor now has good right, full power and absolute authority to assign its rights in accordance with this Assignment.

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

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

**ST. ALBERT REAL ESTATE SYNDICATE GP LTD.**

Per:   
I/we have the authority to bind the Corporation

Per: \_\_\_\_\_





**SCHEDULE "A"**

(Legal description of the Premises)

**Firstly**

**PLAN 7822207**

**BLOCK 5**

**LOT 61**

**EXCEPTING THEREOUT ALL MINES AND MINERALS**

**AREA: 0.429 HECTARES (1.06 ACRES) MORE OR LESS**

**Secondly**

**PLAN 8222311**

**BLOCK 5**

**LOT 65**

**EXCEPTING THEREOUT ALL MINES AND MINERALS**



**THIS IS EXHIBIT "K" TO THE  
AFFIDAVIT OF OLENA OLENCHUK  
SWORN BEFORE ME AT CALGARY, ALBERTA,  
this 12<sup>th</sup> day of March, 2024**

A handwritten signature in blue ink, consisting of several overlapping loops and strokes, positioned above a horizontal line.

---

**A COMMISSIONER FOR OATHS IN AND FOR ALBERTA**

**Kyle R. Smith**  
Barrister & Solicitor

Search ID #: Z17131673

**Transmitting Party**

MLT AIKINS LLP

2100 222 3rd AVE SW  
Calgary, AB T2P 0B4

Party Code: 60006660  
Phone #: 403 693 4331  
Reference #: 114153.65/cef

Search ID #: Z17131673

Date of Search: 2024-Mar-08

Time of Search: 15:35:01

**Business Debtor Search For:**

ST. ALBERT LIMITED PARTNERSHIP

Exact Result(s) Only Found

**NOTE:**

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



Search ID #: Z17131673

Business Debtor Search For:

ST. ALBERT LIMITED PARTNERSHIP

Search ID #: Z17131673

Date of Search: 2024-Mar-08

Time of Search: 15:35:01

Registration Number: 20042725195

Registration Date: 2020-Apr-27

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2040-Apr-27 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status  
Current

1 ST. ALBERT LIMITED PARTNERSHIP  
226, 1111 OLYMPIC WAY SE  
CALGARY, AB T2G 0E6

Block

Status  
Current

2 ST. ALBERT REAL ESTATE SYNDICATE GP LTD.  
226, 1111 OLYMPIC WAY SE  
CALGARY, AB T2G 0E6

Secured Party / Parties

Block

Status  
Current

1 ATB FINANCIAL  
3699 - 63 AVENUE N.E.  
CALGARY, AB T3J 0G7  
Email: ppnotices@atb.com

Collateral: General

Block

Description

Status

1 ALL OF THE DEBTOR'S PERSONAL PROPERTY, INCLUDING, WITHOUT LIMITATION, ALL GOODS, ACCOUNTS, CHATTEL PAPER, MONEY, SECURITIES, DOCUMENTS OF TITLE, INSTRUMENTS AND/OR INTANGIBLES, WHICH IS NOW, OR AT ANY TIME HEREAFTER, LOCATED AT, RELATED TO, USED IN CONNECTION WITH, ARISES FROM THE BUSINESS OR AFFAIRS CARRIED ON AT, AND/OR GENERATED IN RESPECT OF, THE LANDS WHICH ARE MUNICIPALLY KNOWN AS 7 ST ANNE STREET, ST. ALBERT, ALBERTA AND 9 ST ANNE STREET, ST. ALBERT, ALBERTA AND/OR LEGALLY KNOWN AS PLAN 7822207 BLOCK 5 LOT 61 AND PLAN 8222311 BLOCK 5 LOT 65 AND ANY AMENDMENTS TO TITLE OR SUBDIVISIONS THEREOF AND ALL PARTS, ACCESSORIES, ATTACHMENTS, EQUIPMENT ADDITIONS, ACCRETIONS AND ACCESSIONS THERETO AND PROCEEDS THEREOF. Current



**Search ID #: Z17131673**

Result Complete

**THIS IS EXHIBIT "L" TO THE  
AFFIDAVIT OF OLENA OLENCHUK  
SWORN BEFORE ME AT CALGARY, ALBERTA,  
this 12<sup>th</sup> day of March, 2024**

A handwritten signature in blue ink, consisting of several overlapping loops and a long horizontal stroke.

---

**A COMMISSIONER FOR OATHS IN AND FOR ALBERTA**

**Kyle R. Smith**  
Barrister & Solicitor

Search ID #: Z17131679

Transmitting Party

MLT AIKINS LLP

2100 222 3rd AVE SW  
Calgary, AB T2P 0B4

Party Code: 60006660  
Phone #: 403 693 4331  
Reference #: 114153.65/cef

Search ID #: Z17131679

Date of Search: 2024-Mar-08

Time of Search: 15:35:46

**Business Debtor Search For:**

ST. ALBERT REAL ESTATE SYNDICATE GP LTD.

Exact Result(s) Only Found

**NOTE:**

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



Search ID #: Z17131679

**Business Debtor Search For:**

ST. ALBERT REAL ESTATE SYNDICATE GP LTD.

Search ID #: Z17131679

Date of Search: 2024-Mar-08

Time of Search: 15:35:46

Registration Number: 20042725195

Registration Date: 2020-Apr-27

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2040-Apr-27 23:59:59

Exact Match on: Debtor No: 2

**Debtor(s)**

**Block**

**Status**

Current

1 ST. ALBERT LIMITED PARTNERSHIP  
226, 1111 OLYMPIC WAY SE  
CALGARY, AB T2G 0E6

**Block**

**Status**

Current

2 ST. ALBERT REAL ESTATE SYNDICATE GP LTD.  
226, 1111 OLYMPIC WAY SE  
CALGARY, AB T2G 0E6

**Secured Party / Parties**

**Block**

**Status**

Current

1 ATB FINANCIAL  
3699 - 63 AVENUE N.E.  
CALGARY, AB T3J 0G7  
Email: pprnotices@atb.com

**Collateral: General**

**Block**

**Description**

**Status**

1 ALL OF THE DEBTOR'S PERSONAL PROPERTY, INCLUDING, WITHOUT LIMITATION, ALL GOODS, ACCOUNTS, CHATTEL PAPER, MONEY, SECURITIES, DOCUMENTS OF TITLE, INSTRUMENTS AND/OR INTANGIBLES, WHICH IS NOW, OR AT ANY TIME HEREAFTER, LOCATED AT, RELATED TO, USED IN CONNECTION WITH, ARISES FROM THE BUSINESS OR AFFAIRS CARRIED ON AT, AND/OR GENERATED IN RESPECT OF, THE LANDS WHICH ARE MUNICIPALLY KNOWN AS 7 ST ANNE STREET, ST. ALBERT, ALBERTA AND 9 ST ANNE STREET, ST. ALBERT, ALBERTA AND/OR LEGALLY KNOWN AS PLAN 7822207 BLOCK 5 LOT 61 AND PLAN 8222311 BLOCK 5 LOT 65 AND ANY AMENDMENTS TO TITLE OR SUBDIVISIONS THEREOF AND ALL PARTS, ACCESSORIES, ATTACHMENTS, EQUIPMENT ADDITIONS, ACCRETIONS AND ACCESSIONS THERETO AND PROCEEDS THEREOF.

**Search ID #: Z17131679**

Result Complete

**THIS IS EXHIBIT "M" TO THE  
AFFIDAVIT OF OLENA OLENCHUK  
SWORN BEFORE ME AT CALGARY, ALBERTA,  
this 12<sup>th</sup> day of March, 2024**

A handwritten signature in blue ink, consisting of several overlapping loops and a long horizontal stroke, positioned above a horizontal line.

---

**A COMMISSIONER FOR OATHS IN AND FOR ALBERTA**

**Kyle R. Smith**  
Barrister & Solicitor

## ATB Financial

Eighth Avenue Place  
600 - 585, 8 Avenue SW  
Calgary, AB T2P 1G1

### Loan Payout Estimate

The loan information and payout amounts below are provided for information purposes only and represent an estimate of the total amount outstanding for the facilities on the scheduled payout date. The actual payout figure on the date of payment may be different than the figure indicated below.

**Date Completed:** 03/08/2024  
**Expected Payout Date:** 03/11/2024

#### Loan Payout Statement

St. Albert Limited Partnership

Loan(s)	Principal	Interest	Facility/ Standby Fee	Prepayment Fee	Outstanding Transaction Fees	Total	Interest Per Diem
760-37776674200	\$7,708,831.92	\$20,592.09	\$0.00	\$0.00	\$0.00	\$7,729,424.01	\$792.00
760-46220277800	\$8,460.35	\$62.31	\$0.00	\$0.00	\$0.00	\$8,522.66	\$2.60
Subtotal	\$7,717,292.27	\$20,654.40	\$0.00	\$0.00		\$7,737,946.67	
<b>Other Products</b>	<b>Beneficiary</b>	<b>Note</b>				<b>Total</b>	
N/A	N/A	N/A				\$0.00	
Subtotal						\$0.00	
<b>Grand Total for All Facilities</b>						<b>\$7,737,946.67</b>	

*NOTE: Letters of Credit/Guarantee may not be cancelled unless we receive consent of the beneficiary and the original letter of Credit/Guarantee or sufficient cash security as determined by ATB Financial.*

## ATB Financial

To make sure we're on the same page ATB's lawyers would like to remind you that this Statement is subject to the following conditions

1. This Statement is valid for 30 days from the date of issue noted above.
2. All payments scheduled prior to the Payout Date are paid in full when due and no further charges, adjustments or advances are made to the loan prior to and including the Payout Date.
3. Payment must be received by ATB Financial at the above noted address prior to 2:00 pm on the Payout Date by wire, internal Transfer or lawyer's trust cheque.
4. The payout amount is in equivalent or excess of \$25 Million CAD must be sent by wire transfer.
5. This Statement is issued subject to any errors and omissions.
6. The variable rate advances can change with any change to the Prime rate. Contact your ATB expert to verify the balances on the Payout Date.

Please note that acceptance and/or processing of any payment by ATB in any amount less than the full amount owing as per the relevant loan agreements between you (the Borrower) and ATB shall not be deemed payment of the debt owing and you shall not be entitled to a discharge of any relevant security held by ATB until full repayment of all applicable loan balances are received by ATB.



**THIS IS EXHIBIT "N" TO THE  
AFFIDAVIT OF OLENA OLENCHUK  
SWORN BEFORE ME AT CALGARY, ALBERTA,  
this 12<sup>th</sup> day of March, 2024**

A handwritten signature in blue ink, consisting of several overlapping loops and a long horizontal stroke at the bottom.

---

**A COMMISSIONER FOR OATHS IN AND FOR ALBERTA**

**Kyle R. Smith**  
Barrister & Solicitor

June 26, 2023

**St. Albert Limited Partnership**  
 1111 Olympic Way SE, Suite 226  
 Calgary, Alberta T2G 0E6

**Attention: John Torode**

**Notice of Default: ATB Financial Loan to St. Albert Limited Partnership.**

We refer to the commitment Letter dated April 9, 2020 (collectively, the “**Commitment Letter**”), between, ATB Financial (formerly Alberta Treasury Branches), as lender (the “**Lender**”) and St. Albert Limited Partnership, as borrower (the “**Borrower**”).

In connection with the Commitment Letter, the Borrower, St. Albert Real Estate Syndicate GP Ltd. (the “**Corporate Guarantor**”) and John Torode (the “**Personal Guarantor**”) and together with the Corporate Guarantor, the “**Guarantors**”) have, *inter alia*, issued the following security in favour of the Lender:

1. a General Security Agreement dated April 9, 2020 from the Borrower to the Lender;
2. an unlimited Continuing Guarantee dated April 9, 2020 from the Corporate Guarantor to the Lender;
3. a General Security Agreement dated April 9, 2020 from the Corporate Guarantor to the Lender;
4. a Collateral Mortgage in the amount of \$9,000,000.00 dated April 9, 2020 from the Corporate Guarantor to the Lender;
5. a General Assignment of Leases and Rents dated April 9, 2020 from the Corporate Guarantor to the Lender; and
6. a Continuing Guarantee limited to \$2,250,000 dated April 9, 2020 from the Personal Guarantor to the Lender,

(collectively with the Commitment Letter, the “**Loan Documents**”).

As at June 26, 2023 the following facility (the “**Facility**”) remains outstanding to the Lender under the Loan Documents:

	Amount in CAD\$
<b>Credit Facility #1 – Non-Revolving Demand Loan</b>	
Principal	\$7,925,279.72
Interest	\$18,727.54
<b>Total</b>	<b>\$7,944,007.26</b>
	(collectively, the “ <b>Outstanding Indebtedness</b> ”)

The Facility and all of the Outstanding Indebtedness are repayable on demand in accordance with the terms of the Loan Documents.

We are writing to formally provide the Borrower and Guarantors with notice under the Loan Documents that the following Event(s) of Default have occurred and are continuing:

- The Borrower has failed to meet the Debt Service Coverage Ratio of 1.25:1 pursuant to Section 9(b) of the Commitment Letter for each of the fiscal years ending December 31, 2021 and December 31, 2022 (the “**Specified Defaults**”).

The Lender shall not be deemed to have waived the Specified Defaults, or any other default or event of default that has now or may in the future occur in respect of the Loan Documents.

No failure or delay on the part of the Lender in exercising any right, remedy, option, power or privilege under the Loan Documents or under applicable law, and no course of dealing between the Lender, on the one hand, and the Borrower or Guarantors, on the other hand, shall operate as a waiver of or amendment to any such right, remedy, option, power or privilege, nor shall any single or partial exercise of any such right, remedy, power or privilege preclude any other or further exercise thereof.

The Lender hereby retains and reserves all of its rights, remedies, powers and privileges under the Loan Documents and under applicable law.

As a condition to the Lender’s willingness to continue any discussions or negotiations with the Borrower and Guarantors concerning the Specified Defaults or any other matters relating to Loan Documents, it is understood as between the parties to the Loan Documents that:

1. any such discussions or negotiations with the Borrower and Guarantors will not toll any cure period, notice period, or other applicable period relating to the Lender’s rights and remedies under the Loan Documents;
2. the Lender shall not be bound by any oral agreement, and no rights or liabilities, either express or implied, shall arise on the part of the Lender on account of any oral agreement or understanding, until and unless the agreement on any given issue has been reduced to a definitive written agreement signed and approved by the Borrower, the Guarantors and the Lender;
3. nothing whatsoever herein or in the Loan Documents shall derogate from, limit or alter (i) the demand nature of the Facility and all of the Outstanding Indebtedness under or pursuant to the Facility shall be immediately due and payable upon demand for payment by the Lender and (ii) the ability of the Lender to immediately proceed to take such steps as it may deem appropriate to enforce its rights under the Loan Documents in the event of an Event of Default or further Events of Default; and
4. the Borrower and Guarantors acknowledge and agree that all reasonable expenses incurred by the Lender with respect to the Specified Defaults (including legal fees and disbursements on a solicitor and his own client basis) shall be for the account of the Borrower and Guarantors.

The Borrower and Guarantors hereby confirm and agree that none of them have any claims, suits, causes of action or rights of set off against the Lender.

*[Remainder of Page Intentionally Left Blank]*

**DATED** effective as of the date first above written.

**ATB FINANCIAL (formerly Alberta Treasury Branches), as Lender**

Per: \_\_\_\_\_  
Name: John Sullivan  
Title: Director

Per: \_\_\_\_\_  
Name: Aleksandar Nakevski  
Title: Associate Director

**ACKNOWLEDGED AND ACCEPTED** this \_\_\_\_ day of \_\_\_\_\_, 2023:

**St. Alberta Limited Partnership by its general partner, St. Albert Real Estate Syndicate GP Ltd.**

**St. Albert Real Estate Syndicate GP Ltd.**

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

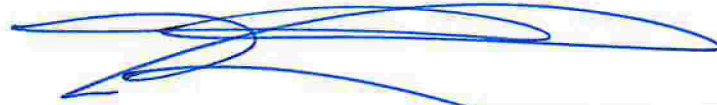
Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
**John Torode**

**THIS IS EXHIBIT "O" TO THE  
AFFIDAVIT OF OLENA OLENCHUK  
SWORN BEFORE ME AT CALGARY, ALBERTA,  
this 12<sup>th</sup> day of March, 2024**

A handwritten signature in blue ink, consisting of several overlapping loops and lines, positioned above a horizontal line.

---

**A COMMISSIONER FOR OATHS IN AND FOR ALBERTA**

**Kyle R. Smith**  
Barrister & Solicitor





September 27, 2023

St. Albert LP.

## Re: Indicative Terms and Conditions

This letter will confirm the present intention of ATB Financial ("ATB"), hereinafter referred to as the "Lender", to enter into a transaction with **St. Albert LP.** (the "Borrower"), whereby the Lender would provide to the Borrower credit facilities (the "Loan") as noted herein.

Specific details of the Loan will be determined as soon as possible and once these matters have been settled to the satisfaction of the Lender, particulars of the Loan will be formalized in a **Forbearance Agreement** ("the Agreement"). For guidance in settling the provisions of the Agreement, the following are some of the basic terms and conditions that will govern the Loan:

<b>Borrower</b>	<ul style="list-style-type: none"> <li>St. Albert LP</li> </ul>
<b>Credit Facility</b>	<ul style="list-style-type: none"> <li>Facility#1 – Term Loan: \$7,839,265</li> </ul>
<b>Availability</b>	<ul style="list-style-type: none"> <li>Facility#1 – Single Draw, Drawn</li> </ul>
<b>Repayment</b>	<ul style="list-style-type: none"> <li>Facility#1 – Blended P&amp;I of \$63,186 at each month end</li> </ul>
<b>Interest Rate</b>	<ul style="list-style-type: none"> <li>Fixed at 6.25% until May 31, 2024</li> </ul>
<b>Fees</b>	<ul style="list-style-type: none"> <li>Forbearance Fee: \$15,000</li> </ul>
<b>Tenor</b>	<ul style="list-style-type: none"> <li>Demand</li> </ul>
<b>Security</b>	<ul style="list-style-type: none"> <li>No changes contemplated</li> </ul>
<b>Financial Covenants</b>	<ul style="list-style-type: none"> <li>Restriction on all Shareholder withdrawals and remuneration of any kind.</li> <li>Maximum Property Management Fees of: <ul style="list-style-type: none"> <li>7.5% of annual income in the first year for new leases.</li> <li>4% of annual income in the first year for renewed leases.</li> </ul> </li> <li>Minimum Repairs and Maintenance at 3% of Revenues</li> <li>Monthly TTM EBITDA Minimum of \$750M <ul style="list-style-type: none"> <li>Until December 31, 2023 when we have a true TTM, YTD EBITDA will be annualized and tested against the TTM requirement.</li> </ul> </li> <li>Monthly Minimum Occupancy (Based on SF) <ul style="list-style-type: none"> <li>October 31, 2023 – 72%</li> <li>November 30, 2023 – 75%</li> <li>December 31, 2023 – 75%</li> <li>January 31, 2023 – 80%</li> <li>February 28, 2023 – 80%</li> <li>March 31, 2023 – 85%</li> <li>April 30, 2023 – 90%</li> </ul> </li> </ul>
<b>Reporting Requirements</b>	<ul style="list-style-type: none"> <li>Current Reporting Requirements with addition of:</li> <li>Year End Accountant Statements to include Cashflow Statement</li> <li>Monthly Rent Roll, Income Statement and Balance Sheet</li> </ul>
<b>Milestones</b>	<ul style="list-style-type: none"> <li>Achieve 90% occupancy (based on SF) by April 30, 2024</li> </ul>
<b>Forbearance Date</b>	<ul style="list-style-type: none"> <li>May 31, 2024</li> </ul>
<b>Other Notable Terms</b>	<ul style="list-style-type: none"> <li>Borrower will switch operating accounts from TD to ATB no later than October 31, 2023.</li> </ul>

**ATB**

- Monthly cashflow sweep of total cash in the borrowers account less an amount required for working capital [\$5,000].
- New and renewal leases that are not market are subject to ATB approval.

This letter shall be open for acceptance and communication of acceptance by the Borrower until **October 4, 2023**, or such other date as agreed to by the Lender's in their sole discretion, failing which this letter shall be null and void and of no further force and effect.

This letter is not a loan commitment but a letter of intent. The Agreement will be subject to obtaining formal approval of the Lender's risk management committee. The Borrower is committed promptly to proceed to provide the information required by the Lender to proceed with the Agreement and to negotiate the various matters still to be discussed and agreed upon. This letter should not be regarded as creating any firm or binding obligation on the part of the Lender or the Borrower other than the obligation of negotiating in good faith and other than as set forth herein with respect to the Application Fee.

Upon receipt of a signed copy of this letter along with all related due diligence that has not otherwise been provided and the noted loan Application Fee the Lender will proceed to review the relevant materials, draft the Agreement and seek the necessary approvals.

If the terms and conditions of this letter are agreeable to you, please sign the enclosed copy of this letter and return it to us along with the Application Fee before **October 4, 2023**, or such other date as subsequently agreed to by the Lender in its sole discretion.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document.

This Agreement may be executed and delivered by facsimile transmission and when so delivered this Agreement shall be deemed to be an original executed and delivered agreement and binding upon the parties for all purposes as if originally executed and delivered.

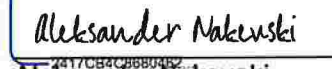
Sincerely,

DocuSigned by:



**Olena Olenchuk**  
Director,  
Corporate Risk Advisory and Management  
ATB Financial

DocuSigned by:



**Aleksandar Nakevski**  
Associate Director,  
Corporate Risk Advisory and Management  
ATB Financial

**ACCEPTANCE**





The foregoing is in accordance with our understanding and is hereby agreed to by the Loan Parties.

DATED this \_\_\_\_ day of \_\_\_\_\_

**St. Albert LP**

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

I/We have the authority to bind the corporation

**Certificate Of Completion**

Envelope Id: 070DC398BF2648D788A0987990B89404  
 Subject: Complete with DocuSign: 23.09.25. - St. Albert LP. - Term Sheet.docx  
 Source Envelope:  
 Document Pages: 3  
 Certificate Pages: 2  
 AutoNav: Enabled  
 Enveloped Stamping: Enabled  
 Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Status: Completed

Envelope Originator:  
 Aleksander Nakevski  
 Suite 2100, 10020 100 Street NW  
 Edmonton, AB T5J 0N3  
 ANakevski@atb.com  
 IP Address: 163.116.141.119

**Record Tracking**

Status: Original  
 9/27/2023 4:09:35 PM

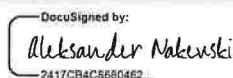
Holder: Aleksander Nakevski  
 ANakevski@atb.com

Location: DocuSign

**Signer Events**

Aleksander Nakevski  
 anakevski@atb.com  
 Associate Director  
 ATB Financial - Corporate Financial Services  
 Security Level: Email, Account Authentication (Optional)

**Signature**



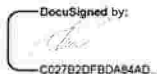
Signature Adoption: Pre-selected Style  
 Using IP Address: 163.116.141.119

**Timestamp**

Sent: 9/27/2023 4:10:12 PM  
 Viewed: 9/27/2023 4:10:25 PM  
 Signed: 9/27/2023 4:10:29 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Olena Olenchuk  
 oolenchuk@atb.com  
 Director, Corporate Risk Advisory & Management  
 ATB Financial  
 Security Level: Email, Account Authentication (Optional)



Signature Adoption: Uploaded Signature Image  
 Using IP Address: 163.116.141.113

Sent: 9/27/2023 4:10:12 PM  
 Viewed: 9/27/2023 4:14:59 PM  
 Signed: 9/27/2023 4:15:14 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

**Intermediary Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**Status**

**Timestamp**

**Carbon Copy Events**

**Status**

**Timestamp**

**Witness Events**

**Signature**

**Timestamp**

**Notary Events**

**Signature**

**Timestamp**

**Envelope Summary Events**

**Status**

**Timestamps**

Envelope Sent	Hashed/Encrypted	9/27/2023 4:10:12 PM
Certified Delivered	Security Checked	9/27/2023 4:14:59 PM
Signing Complete	Security Checked	9/27/2023 4:15:14 PM

**Envelope Summary Events****Status****Timestamps**

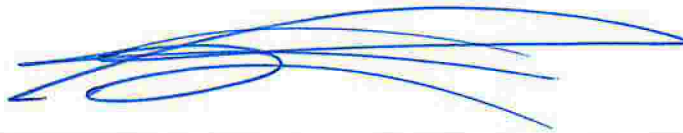
Completed

Security Checked

9/27/2023 4:15:14 PM

**Payment Events****Status****Timestamps**

**THIS IS EXHIBIT "P" TO THE  
AFFIDAVIT OF OLENA OLENCHUK  
SWORN BEFORE ME AT CALGARY, ALBERTA,  
this 12<sup>th</sup> day of March, 2024**

A handwritten signature in blue ink, consisting of several overlapping, fluid strokes that form a cursive-like shape.

---

**A COMMISSIONER FOR OATHS IN AND FOR ALBERTA**

**Kyle R. Smith**  
Barrister & Solicitor



January 19, 2024

St. Albert LP.

## Re: Indicative Terms and Conditions

This letter will confirm the present intention of ATB Financial ("ATB"), hereinafter referred to as the "Lender", to enter into a transaction with **St. Albert LP.** (the "Borrower"), whereby the Lender would provide to the Borrower credit facilities (the "Loan") as noted herein.

Specific details of the Loan will be determined as soon as possible and once these matters have been settled to the satisfaction of the Lender, particulars of the Loan will be formalized in a **Forbearance Agreement** ("the Agreement"). For guidance in settling the provisions of the Agreement, the following are some of the basic terms and conditions that will govern the Loan:

<b>Borrower</b>	<ul style="list-style-type: none"> <li>St. Albert LP</li> </ul>																				
<b>Credit Facility</b>	<ul style="list-style-type: none"> <li>Facility#1 – Term Loan: \$7,725,888</li> </ul>																				
<b>Availability</b>	<ul style="list-style-type: none"> <li>Facility#1 – Single Draw, Drawn</li> </ul>																				
<b>Repayment</b>	<ul style="list-style-type: none"> <li>Facility#1 – Blended P&amp;I of \$52,775 at each month end</li> </ul>																				
<b>Interest Rate</b>	<ul style="list-style-type: none"> <li>Fixed at 3.75% until June 30, 2024 with PIK'd Interest based on grid.</li> </ul> <table border="1" data-bbox="570 989 1317 1188"> <thead> <tr> <th>Occupancy</th> <th>Total Interest</th> <th>Included in Payment</th> <th>PIK'd</th> </tr> </thead> <tbody> <tr> <td>&lt;70%</td> <td>6.75%</td> <td>3.75%</td> <td>3.00%</td> </tr> <tr> <td>≥70% and ≤80%</td> <td>5.75%</td> <td>3.75%</td> <td>2.00%</td> </tr> <tr> <td>&gt;80% and ≤90%</td> <td>4.75%</td> <td>3.75%</td> <td>1.00%</td> </tr> <tr> <td>&gt;90%</td> <td>3.75%</td> <td>3.75%</td> <td>0.00%</td> </tr> </tbody> </table> <p>PIK'd interest to accrue until Forbearance Date.</p>	Occupancy	Total Interest	Included in Payment	PIK'd	<70%	6.75%	3.75%	3.00%	≥70% and ≤80%	5.75%	3.75%	2.00%	>80% and ≤90%	4.75%	3.75%	1.00%	>90%	3.75%	3.75%	0.00%
Occupancy	Total Interest	Included in Payment	PIK'd																		
<70%	6.75%	3.75%	3.00%																		
≥70% and ≤80%	5.75%	3.75%	2.00%																		
>80% and ≤90%	4.75%	3.75%	1.00%																		
>90%	3.75%	3.75%	0.00%																		
<b>Forbearance Date</b>	<ul style="list-style-type: none"> <li>June 30, 2024</li> </ul>																				
<b>Fees</b>	<ul style="list-style-type: none"> <li>Forbearance Fee: \$15,000</li> </ul>																				
<b>Term</b>	<ul style="list-style-type: none"> <li>Demand</li> </ul>																				
<b>Security</b>	<ul style="list-style-type: none"> <li>No changes contemplated</li> </ul>																				
<b>Financial Covenants</b>	<ul style="list-style-type: none"> <li>Restriction on all Shareholder withdrawals and remuneration of any kind.</li> <li>Maximum Property Management Fees of: <ul style="list-style-type: none"> <li>7.5% of annual income in the first year for new leases.</li> <li>4% of annual income in the first year for renewed leases.</li> </ul> </li> <li>Minimum Repairs and Maintenance at 3% of Revenues</li> <li>Monthly TTM EBITDA Minimum of \$792,000 <ul style="list-style-type: none"> <li>Until December 31, 2023, when we have a true TTM, YTD EBITDA will be annualized and tested against the TTM requirement.</li> </ul> </li> </ul>																				
<b>Reporting Requirements</b>	<ul style="list-style-type: none"> <li>Current Reporting Requirements with addition of:</li> <li>Year End Statements to include Cash Flow Statement</li> <li>Monthly Rent Roll, Income Statement and Balance Sheet</li> </ul>																				
<b>Milestones</b>	<ul style="list-style-type: none"> <li>Achieve 90% occupancy (based on SF) by June 30, 2024</li> </ul>																				

**Other Notable  
Terms**

- Borrower will switch operating accounts from TD to ATB no later than February 29, 2024
- Monthly cash flow sweep of total cash in the borrowers account less an amount required for working capital [\$5,000].
- New and renewal leases that are not market are subject to ATB approval.

This letter shall be open for acceptance and communication of acceptance by the Borrower until **January 31, 2024**, or such other date as agreed to by the Lender's in their sole discretion, failing which this letter shall be null and void and of no further force and effect.

This letter is not a loan commitment but a letter of intent. The Agreement will be subject to obtaining formal approval of the Lender's risk management committee. The Borrower is committed promptly to proceed to provide the information required by the Lender to proceed with the Agreement and to negotiate the various matters still to be discussed and agreed upon. This letter should not be regarded as creating any firm or binding obligation on the part of the Lender or the Borrower other than the obligation of negotiating in good faith.

Upon receipt of a signed copy of this letter along with all related due diligence that has not otherwise been provided the Lender will proceed to review the relevant materials, draft the Agreement and seek the necessary approvals.

If the terms and conditions of this letter are agreeable to you, please sign the enclosed copy of this letter and return it to us before **January 31, 2024**, or such other date as subsequently agreed to by the Lender in its sole discretion.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document.

This Agreement may be executed and delivered by facsimile transmission and when so delivered this Agreement shall be deemed to be an original executed and delivered agreement and binding upon the parties for all purposes as if originally executed and delivered.

Sincerely,

---

**Olena Olenchuk**  
Director,  
Corporate Risk Advisory and Management  
ATB Financial

---

**Aleksandar Nakevski**  
Associate Director,  
Corporate Risk Advisory and Management  
ATB Financial



**ACCEPTANCE**

The foregoing is in accordance with our understanding and is hereby agreed to by the Loan Parties.

DATED this \_\_\_\_ day of \_\_\_\_\_

**St. Albert LP**

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

I/We have the authority to bind the corporation

**THIS IS EXHIBIT "Q" TO THE  
AFFIDAVIT OF OLENA OLENCHUK  
SWORN BEFORE ME AT CALGARY, ALBERTA,  
this 12<sup>th</sup> day of March, 2024**

A handwritten signature in blue ink, consisting of several overlapping loops and lines, positioned above a horizontal line.

---

**A COMMISSIONER FOR OATHS IN AND FOR ALBERTA**

**Kyle R. Smith**  
Barrister & Solicitor



February 20, 2024

**VIA COURIER, REGISTERED MAIL & EMAIL**

St. Albert Limited Partnership  
226 – 1111 Olympic Way SE  
Calgary, Alberta  
T2G 0E6

**Re: Demand for Payment**

As counsel to ATB Financial (the "**Lender**"), we hereby advise St. Albert Limited Partnership, by its general partner, St. Albert Real Estate Syndicate GP Ltd. (jointly, the "**Borrower**") as follows:

1. Reference is made to the following:
  - (a) a commitment letter dated April 9, 2020 between the Lender and the Borrower (as further amended, restated, supplemented or otherwise modified from time to time to the date hereof, the "**Commitment Letter**"); and
  - (b) a General Security Agreement (Non-Consumer) dated April 20, 2020, granted by the Borrower to the Lender.

The documents referred to in paragraphs 1(a) through (b) above are collectively referred to as the "**ATB Loan Documents**."

2. Pursuant to the Commitment Letter, all included credit facilities (the "**Credit Facilities**") are payable in full on demand by the Lender at any time. Accordingly, the Lender hereby demands from the Borrower payment of the Credit Facilities in the amounts set out in **Schedule "A"** hereto, plus all accrued interest and all legal and professional fees, costs, charges, disbursements, and expenses incurred by the Lender prior to the date of this demand and hereafter, and any other amounts whatsoever, which may be claimed by the Lender under the ATB Loan Documents, or any other document relating thereto, including, without limitation, all legal costs incurred on a solicitor-client basis in respect of enforcing the Lender's rights under the ATB Loan Documents. For greater certainty, interest continues to accrue on the Credit Facilities and other indebtedness and costs, including as aforesaid, at the rates determined in accordance with the ATB Loan Documents (collectively, the "**Outstanding Indebtedness**").

# MLT AIKINS

WESTERN CANADA'S LAW FIRM

3. If the Borrower fails to make payment of the Outstanding Indebtedness by way of certified cheque, bank draft, or other immediately payable funds by no later than 5:00 p.m. MST on February 26, 2024, the Lender will take such lawful steps to recover the Outstanding Indebtedness owing to it as it considers appropriate, including, but not limited to, pursuing all of the Lender's rights and remedies against the Borrower under the ATB Loan Documents.
4. We enclose a Notice of Intention to Enforce Security delivered pursuant to section 244 of the *Bankruptcy and Insolvency Act (Canada)* together with a form to facilitate the Borrower's waiver of the notice period referred to therein if it chooses to permit the same.

Yours truly,

MLT AIKINS LLP



Per: Ryan Zahara

Encl.

cc: Molly McIntosh, MLT Aikins, via email

**Schedule "A" – Outstanding Indebtedness**

<b>Category</b>	<b>Amount in CAD\$ as of February 20, 2024</b>
<b>Credit Facility 760-37776674200</b>	
Principal	\$7,708,831.92
Interest	\$7,920.03
Per Diem Interest	\$1,320.01
<b>TOTAL</b>	<b>\$7,716,751.95</b>
<b>Credit Facility 760-46220277800</b>	
Principal	\$8,450.35
Interest	\$10.38
Per Diem Interest	\$2.60
<b>TOTAL</b>	<b>\$8,470.73</b>
<b>TOTAL</b>	<b>\$7,725,222.68</b>
	(collectively, the "Outstanding Indebtedness")

Plus all interest, legal, and professional fees, costs, charges, disbursements, and expenses incurred by the Lender prior to the date hereof.

**Form 86****NOTICE OF INTENTION TO ENFORCE SECURITY**  
*(Section 244 of the Bankruptcy and Insolvency Act)*

TO: **St. Albert Limited Partnership**, by its general partner, **St. Albert Real Estate Syndicate GP Ltd.**, an insolvent person (the "**Debtor**")

Take notice that:

ATB Financial (the "**Lender**"), pursuant to a commitment letter dated April 9, 2020 (as further amended, restated, supplemented or otherwise modified from time to time to the date hereof, the "**Commitment Letter**") between the Lender and the Debtor, intends to enforce its security on all of the Debtor's present and after-acquired property (both real and personal), as more particularly described in the Security (as defined below).

The security that is to be enforced is in the form of the following (the "**Security**"):

- (a) a General Security Agreement (Non-Consumer) executed on April 9, 2020, which is from the Debtor to the Lender.

The total amount of indebtedness secured by the Security is in the amounts set out in **Schedule "A"** hereto, plus all accrued interest and all legal and professional fees, costs, charges, disbursements, and expenses incurred by the Lender, and any other amounts whatsoever, which may be claimed by the Lender under the Commitment Letter, the Security, or any other document relating thereto, including without limitation all legal costs incurred on a solicitor-client basis in respect of enforcing the Lender's rights under the Commitment Letter and the Security.

The Lender will not have the right to enforce the Security until after the expiry of the 10-day period after this notice is sent unless the Debtor consents to an earlier enforcement.

DATED at Calgary, Alberta, this 20<sup>th</sup> day of February, 2024

**MLT AIKINS LLP, Agents and Solicitors for the Lender**



Per: \_\_\_\_\_

Name: Ryan Zahara

Title: Barrister and Solicitor



**Schedule "A" – Outstanding Indebtedness**

<b>Category</b>	<b>Amount in CAD\$ as of February 20, 2024</b>
<b>Credit Facility 760-37776674200</b>	
Principal	\$7,708,831.92
Interest	\$7,920.03
Per Diem Interest	\$1,320.01
<b>TOTAL</b>	<b>\$7,716,751.95</b>
<b>Credit Facility 760-46220277800</b>	
Principal	\$8,450.35
Interest	\$10.38
Per Diem Interest	\$2.60
<b>TOTAL</b>	<b>\$8,470.73</b>
<b>TOTAL</b>	<b>\$7,725,222.68</b>
	(collectively, the "Outstanding Indebtedness")

Plus all interest, legal, and professional fees, costs, charges, disbursements, and expenses incurred by the Lender prior to the date hereof.

**Schedule "B" – Waiver**

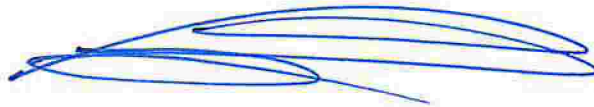
St. Albert Limited Partnership, by its general partner, St. Albert Real Estate Syndicate Ltd., hereby waives the notice period provided for under Section 244(2) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended, and consents to the immediate enforcement by the Lender of the Security described above.

DATED at Calgary, Alberta this \_\_\_\_ day of \_\_\_\_\_ 2024.

**St. Albert Limited Partnership, by its general partner,  
St. Albert Real Estate Syndicate Ltd.**

By: \_\_\_\_\_  
Name:  
Title:

**THIS IS EXHIBIT "R" TO THE  
AFFIDAVIT OF OLENA OLENCHUK  
SWORN BEFORE ME AT CALGARY, ALBERTA,  
this 12<sup>th</sup> day of March, 2024**

A handwritten signature in blue ink, consisting of several overlapping loops and a long horizontal stroke.

---

**A COMMISSIONER FOR OATHS IN AND FOR ALBERTA**

**Kyle R. Smith**  
Barrister & Solicitor

February 20, 2024

**VIA COURIER, REGISTERED MAIL & EMAIL**

St. Albert Real Estate Syndicate GP Ltd.  
1111 Olympic Way SE, Suite 226  
Calgary, AB  
T2G 0E6

*c/o Address for Service*  
PO Box 76037 RPO Millrise  
Calgary, AB T2Y 2Z9  
Email: cmiller@torode.com

**Re: Demand for Payment**

As counsel to ATB Financial (the "**Lender**"), we hereby advise you, the guarantor (the "**Guarantor**") of St. Albert Limited Partnership, by its general partner, St. Albert Real Estate Syndicate GP Ltd. (the "**Borrower**"), of the following:

1. Reference is made to the following:
  - (a) a commitment letter dated April 9, 2020 between the Lender and the Borrower (as further amended, restated, supplemented or otherwise modified from time to time to the date hereof, the "**Commitment Letter**");
  - (b) an unlimited continuing guarantee and postponement of claims dated April 20, 2020 from the Guarantor to the Lender (the "**Guarantee**");
  - (c) a General Security Agreement dated April 20, 2020 granted by the Guarantor to the Lender;
  - (d) a Collateral Mortgage in the amount of \$9,000,000.00 dated April 20, 2020 from the Guarantor to the Lender, securing the property legally described as:

Firstly  
PLAN 7822207  
BLOCK 5  
LOT 61  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AREA: 0.429 HECTARES (1.06 ACRES) MORE OR LESS



Secondly  
PLAN 8222311  
BLOCK 5  
LOT 65  
EXCEPTING THEREOUT ALL MINES AND MINERALS

(collectively, the "**Mortgaged Lands**"); and

- (e) a General Assignment of Leases and Rents dated April 20, 2020 from the Guarantor to the Lender respecting the Mortgaged Lands.

The documents referred to in paragraph 1(a) through (e) above are collectively referred to as the "**ATB Loan Documents**."

2. Pursuant to the Commitment Letter, all included credit facilities (the "**Credit Facilities**") are payable in full on demand by the Lender at any time. The Lender has demanded from the Borrower payment of the Credit Facilities in the amounts set out in **Schedule "A"** hereto, plus all accrued interest and all legal and all professional fees, costs, charges, disbursements, and expenses incurred by the Lender prior to the date of this demand and hereafter, and any other amounts whatsoever, which may be claimed by the Lender under the ATB Loan Documents, or any other document relating thereto, including, without limitation, all legal costs incurred on a solicitor-client basis in respect of enforcing the Lender's rights under the ATB Loan Documents. For greater certainty, interest continues to accrue on the Credit Facilities and other indebtedness and costs, including as aforesaid, at the rates determined in accordance with the ATB Loan Documents (collectively, the "**Outstanding Indebtedness**").
3. Pursuant to the Guarantee, the Guarantor unconditionally guaranteed the prompt payment to the Lender, forthwith upon demand by the Lender, of all present and future debts and liabilities owed by the Borrower to the Lender in an unlimited amount, plus interest after demand as required pursuant to the terms of the Guarantee.
4. Pursuant to the terms of the Guarantee, the Lender hereby demands payment by the Guarantor of the Outstanding Indebtedness, plus interest after demand, as required pursuant to the terms of the Guarantee (collectively, the "**Guaranteed Outstanding Indebtedness**").
5. If the Guarantor fails to make payment of the Guaranteed Outstanding Indebtedness by way of certified cheque, bank draft, or other immediately payable funds by no later than 5:00 p.m. Calgary time on February 26, 2024, the Lender will take such lawful steps to recover the Guaranteed Outstanding Indebtedness owing to it as it considers appropriate, including, but not limited to, pursuing all of the Lender's rights and remedies against the Guarantor under the ATB Loan Documents.

6. We enclose a Notice of Intention to Enforce Security delivered pursuant to section 244 of the *Bankruptcy and Insolvency Act* (Canada) together with a form to facilitate the Guarantor's waiver of the notice period referred to therein if it chooses to permit the same.

Sincerely,

MLT AIKINS LLP

  
Ryan Zahara

Encl.

Cc: Molly McIntosh, MLT Aikins, via email

**Schedule "A" – Outstanding Indebtedness**

<b>Category</b>	<b>Amount in CAD\$ as of February 20, 2024</b>
<b>Credit Facility 760-37776674200</b>	
Principal	\$7,708,831.92
Interest	\$7,920.03
Per Diem Interest	\$1,320.01
<b>TOTAL</b>	<b>\$7,716,751.95</b>
<b>Credit Facility 760-46220277800</b>	
Principal	\$8,450.35
Interest	\$10.38
Per Diem Interest	\$2.60
<b>TOTAL</b>	<b>\$8,470.73</b>
<b>TOTAL</b>	<b>\$7,725,222.68</b>
	(collectively, the "Outstanding Indebtedness")

Plus all interest, legal, and professional fees, costs, charges, disbursements, and expenses incurred by the Lender prior to the date hereof.

**Form 86****NOTICE OF INTENTION TO ENFORCE SECURITY**  
*(Section 244 of the Bankruptcy and Insolvency Act)*

TO: **St. Albert Real Estate Syndicate GP Ltd.**, an insolvent person (the "**Debtor**")

Take notice that:

ATB Financial (the "**Lender**"), pursuant to a commitment letter dated April 9, 2020 (as further amended, restated, supplemented or otherwise modified from time to time to the date hereof, the "**Commitment Letter**"), between the Lender and St. Albert Limited Partnership, by its general partner, St. Albert Real Estate Syndicate GP Ltd. as guaranteed by the Debtor, as guarantor, intends to enforce its security on all of the Debtor's present and after-acquired property (both real and personal), as more particularly described in the Security (as defined below).

The security that is to be enforced is in the form of the following (the "**Security**"):

1. a General Security Agreement (Non-Consumer) executed on April 20, 2020, which is from the Debtor to the Lender;
2. a Collateral Mortgage in the amount of \$9,000,000.00 executed on April 20, 2020, which is from the Debtor to the Lender, securing the property legally described as:

Firstly  
PLAN 7822207  
BLOCK 5  
LOT 61  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AREA: 0.429 HECTARES (1.06 ACRES) MORE OR LESS

Secondly  
PLAN 8222311  
BLOCK 5  
LOT 65  
EXCEPTING THEREOUT ALL MINES AND MINERALS

(collectively, the "**Mortgaged Lands**"); and

3. a General Assignment of Leases and Rents dated April 20, 2020 from the Guarantor to the Lender respecting the Mortgaged Lands.

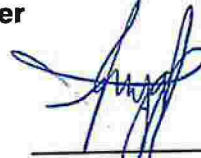
The total amount of indebtedness secured by the Security is in the amounts set out in **Schedule "A"** hereto, plus all accrued interest and all legal and professional fees, costs, charges, disbursements, and expenses incurred by the Lender, and any other amounts whatsoever, which may be claimed by the Lender under the Commitment Letter, the Security, or any other document

relating thereto, including without limitation all legal costs incurred on a solicitor-client basis in respect of enforcing the Lender's rights under the Commitment Letter and the Security.

The Lender will not have the right to enforce the Security until after the expiry of the 10-day period after this notice is sent unless the Debtor consents to an earlier enforcement.

DATED at Calgary, Alberta, this 20th day of February, 2024.

**MLT AIKINS LLP, Agents and Solicitors for the Lender**



Per: \_\_\_\_\_

Name: Ryan Zahara

Title: Barrister and Solicitor



**Schedule "A" – Outstanding Indebtedness**

<b>Category</b>	<b>Amount in CAD\$ as of February 20, 2024</b>
<b>Credit Facility 760-37776674200</b>	
Principal	\$7,708,831.92
Interest	\$7,920.03
Per Diem Interest	\$1,320.01
<b>TOTAL</b>	<b>\$7,716,751.95</b>
<b>Credit Facility 760-46220277800</b>	
Principal	\$8,450.35
Interest	\$10.38
Per Diem Interest	\$2.60
<b>TOTAL</b>	<b>\$8,470.73</b>
<b>TOTAL</b>	<b>\$7,725,222.68</b>
(collectively, the "Outstanding Indebtedness")	

Plus all interest, legal, and professional fees, costs, charges, disbursements, and expenses incurred by the Lender prior to the date hereof.

**Schedule "B" – Waiver**

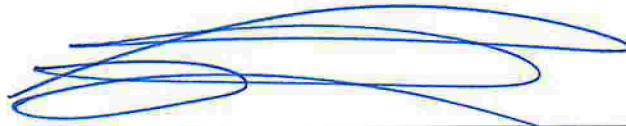
St. Albert Real Estate Syndicate GP Ltd. hereby waives the notice period provided for under Section 244(2) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended, and consents to the immediate enforcement by the Lender of the Security described above.

DATED at Calgary, Alberta this \_\_\_ day of February, 2024.

**St. Albert Real Estate Syndicate GP Ltd.**

By: \_\_\_\_\_  
Name:  
Title:

**THIS IS EXHIBIT "S" TO THE  
AFFIDAVIT OF OLENA'OLENCHUK  
SWORN BEFORE ME AT CALGARY, ALBERTA,  
this 12<sup>th</sup> day of March, 2024**

A handwritten signature in blue ink, consisting of several overlapping loops and strokes, positioned above a horizontal line.

---

**A COMMISSIONER FOR OATHS IN AND FOR ALBERTA**

**Kyle R. Smith**  
Barrister & Solicitor



February 20, 2024

**VIA REGISTERED MAIL & COURIER**

John Torode  
1410-450 8 Ave SE  
Calgary, AB T2G 1T2

PO Box 76037 RPO Millrise  
Calgary, AB T2Y 2Z9

**Re: Demand for Payment**

As counsel to ATB Financial (the "**Lender**"), we hereby advise you, the guarantor (the "**Guarantor**") of St. Albert Limited Partnership, by its general partner, St. Albert Real Estate Syndicate GP Ltd. (the "**Borrower**") of the following:

1. Reference is made to the following:
  - (a) a commitment letter dated April 9, 2020 (as further amended, restated, supplemented or otherwise modified from time to time to the date hereof, the "**Commitment Letter**"); and
  - (b) a continuing guarantee and postponement of claims dated April 20, 2020 from the Guarantor to the Lender, guaranteeing up to the amount of \$2,250,000.00 of the Borrower's obligations to the Lender (the "**Guarantee**").

The documents referred to in paragraph 1(a) through (b) above are collectively referred to as the "**ATB Loan Documents**."

2. Pursuant to the Commitment Letter, all included credit facilities (the "**Credit Facilities**") are payable in full on demand by the Lender at any time. The Lender has demanded from the Borrower payment of the Credit Facilities in the amounts set out in **Schedule "A"** hereto, plus all accrued interest and all legal and all professional fees, costs, charges, disbursements, and expenses incurred by the Lender prior to the date of this demand and hereafter, and any other amounts whatsoever, which may be claimed by the Lender under the ATB Loan Documents, or any other document relating thereto, including, without limitation, all legal costs incurred on a solicitor-client basis in respect of enforcing the Lender's rights under the ATB Loan Documents. For greater certainty, interest continues to accrue on the Credit Facilities and other indebtedness and costs, including as aforesaid,

at the rates determined in accordance with the Commitment Letter (collectively, the "Outstanding Indebtedness").

3. Pursuant to the Guarantee, the Guarantor unconditionally guaranteed the prompt payment to the Lender, forthwith upon demand by the Lender, of all present and future debts and liabilities owed by the Borrower to the Lender in an unlimited amount, plus interest after demand as required pursuant to the terms of the Guarantee.
4. Pursuant to the terms of the Guarantee, the Lender hereby demands payment by the Guarantor of \$2,250,000.00, plus interest after demand, as required pursuant to the terms of the Guarantee (the "Guaranteed Outstanding Indebtedness").
5. If the Guarantor fails to make payment of the Guaranteed Outstanding Indebtedness by way of certified cheque, bank draft, or other immediately payable funds by no later than 5:00 p.m. Calgary time on February 26, 2024, the Lender will take such lawful steps to recover the Guaranteed Outstanding Indebtedness owing to it as it considers appropriate, including, but not limited to, pursuing all of the Lender's rights and remedies against the Guarantor under the ATB Loan Documents.

Sincerely,

MLT AIKINS LLP

Per: Ryan Zahara

Encl.

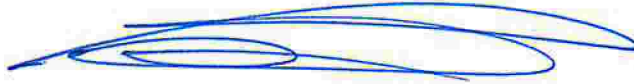
Cc: Molly McIntosh, MLT Aikins, via email

**Schedule "A" – Outstanding Indebtedness**

<b>Category</b>	<b>Amount in CAD\$ as of February 20, 2024</b>
<b>Credit Facility 760-37776674200</b>	
Principal	\$7,708,831.92
Interest	\$7,920.03
Per Diem Interest	\$1,320.01
<b>TOTAL</b>	<b>\$7,716,751.95</b>
<b>Credit Facility 760-46220277800</b>	
Principal	\$8,450.35
Interest	\$10.38
Per Diem Interest	\$2.60
<b>TOTAL</b>	<b>\$8,470.73</b>
<b>TOTAL</b>	<b>\$7,725,222.68</b>
	(collectively, the "Outstanding Indebtedness")

Plus all interest, legal, and professional fees, costs, charges, disbursements, and expenses incurred by the Lender prior to the date hereof.

**THIS IS EXHIBIT "T" TO THE  
AFFIDAVIT OF OLENA OLENCHUK  
SWORN BEFORE ME AT CALGARY, ALBERTA,  
this 12<sup>th</sup> day of March, 2024**

A handwritten signature in blue ink, consisting of several overlapping loops and a long horizontal stroke.

---

**A COMMISSIONER FOR OATHS IN AND FOR ALBERTA**

**Kyle R. Smith**  
Barrister & Solicitor



**Bennett Jones**

**Bennett Jones LLP**  
4500 Bankers Hall East, 855 2nd Street SW  
Calgary, Alberta, T2P 4K7 Canada  
T: 403.298.3100  
F: 403.265.7219

**W. R. Whitlock, K.C.**  
**Partner**  
Direct Line: 403.298.3331  
e-mail: whitlockw@bennettjones.com  
Our File No.: 68639.8

February 26, 2024

**Via Email**

MLT Aikins LLP  
2100 - 222 3 Avenue SW  
Calgary, AB T2P 0B4

**Attention: Ryan Zahara**

Dear Sir:

**Re: Demand for Payment**

Further to your letter of February 20, 2024, we acted as counsel for St. Albert Limited Partnership ("LP") and St. Albert Real Estate Syndicate GP Ltd. ("GP") in the loan by ATB referred to in your letters.

We are pleased to cooperate and have the LP and GP sign consent judgments in exchange for no further action against the guarantor, John Torode. We are prepared to provide an affidavit signed by Mr. Torode confirming he has no assets which are exigible. The foregoing is subject to final client agreement.

We look forward to your advice.

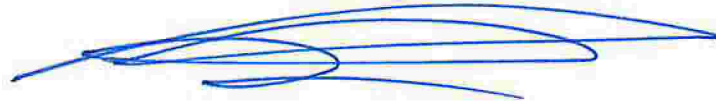
Yours truly,

**BENNETT JONES LLP**

W. R. Whitlock, K.C.

WRW.md  
cc: Reece Torode via Email rtorode@torode.com

**THIS IS EXHIBIT "U" TO THE  
AFFIDAVIT OF OLENA OLENCHUK  
SWORN BEFORE ME AT CALGARY, ALBERTA,  
this 12<sup>th</sup> day of March, 2024**



---

**A COMMISSIONER FOR OATHS IN AND FOR ALBERTA**

**Kyle R. Smith**  
Barrister & Solicitor

## TOLLING AND STANDSTILL AGREEMENT

This Agreement is dated effective this \_\_\_\_ day of March, 2024 (the "Effective Date")

**BETWEEN:**

**ATB FINANCIAL (formerly ALBERTA TREASURY BRANCHES)  
("ATB")**

-and-

**ST. ALBERT LIMITED PARTNERSHIP  
("St. Albert LP")**

-and-

**ST. ALBERT REAL ESTATE SYNDICATE GP LTD.  
("St. Albert GP")**

-and-

**JOHN TORODE  
("Torode")**

(collectively, the "**Parties**").

**WHEREAS:**

- A. Pursuant to a commitment letter, dated April 9, 2020, between ATB, as lender, and St. Albert LP, by its general partner, St. Albert GP (jointly, the "**Borrower**"), ATB extended to the Borrower a Non-Revolver, Reducing Credit Facility in the amount of \$8,750,000 on certain terms and conditions (the "**Commitment Letter**").
- B. As security for all amounts owing by the Borrower to ATB, the parties entered into the following:
  - a. a general security agreement, dated April 20, 2020, from the Borrower to ATB (the "**Borrower GSA**") in respect of the Borrower's all present and after-acquired personal property used in connection with or arising from business carried on at or about the following lands:

Firstly  
PLAN 7822207  
BLOCK 5  
LOT 61



EXCEPTING THEREOUT ALL MINES AND MINERALS  
AREA: 0.429 HECTARES (1.06 ACRES) MORE OR LESS

Secondly  
PLAN 8222311  
BLOCK 5  
LOT 65  
EXCEPTING THEREOUT ALL MINES AND MINERALS

(the "**Lands**");

- b. a continuing guarantee and postponement of claims, dated April 20, 2020, from Torode to ATB, guaranteeing an amount up to \$2,250,000 of the Borrower's obligations to ATB (the "**Torode Guarantee**"); and
  - c. an unlimited continuing guarantee and postponement of claims, dated April 20, 2020, from St. Albert GP to ATB (the "**Corporate Guarantee**"), which was also secured by:
    - i. a general security agreement, dated April 20, 2020 (the "**GP GSA**");
    - ii. a collateral mortgage in the amount of \$9,000,000, dated April 20, 2020, in favour of ATB in respect of the Lands; and
    - iii. a general assignment of leases and rents, dated April 20, 2020 in favour of ATB in respect of the Lands (the "**GP Assignment**", and together with the Corporate Guarantee, the GP GSA, the Collateral Mortgage, and the GP Assignment, the "**GP Security**").
- C. The Borrower GSA, the Torode Guarantee, and the GP Security are collectively referred to hereinafter as the "**Security**".
- D. ATB perfected its security interests created by the Security by way of registration at the Alberta Personal Property Registry and the Alberta Land Titles Office.
- E. The Borrower defaulted on its commitments to ATB pursuant to the Commitment Letter by, among other things, failing to meet the Debt Service Coverage Ratio of 1.25:1 (as defined in the Commitment Letter) and failing to make scheduled payments on the Credit Facility as required by the Commitment Letter (collectively, the "**Defaults**").



- F. As of February 20, 2024, the total indebtedness of the Borrower to ATB pursuant to the Commitment Letter is \$7,725,222.68, plus interest accruing thereafter at the rates set out in the Commitment Letter, and all legal and other costs and expenses incurred by ATB in respect of the Commitment Letter (collectively, the "**Outstanding Indebtedness**").
- G. On February 20, 2024, ATB issued demand letters to each of the Borrower, St. Albert GP, and Torode, for payment of the Outstanding Indebtedness, along with a notice of intention to enforce on the Security pursuant to section 244 of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3.
- H. ATB has, or intends to forthwith, commence an Action in the Alberta Court of King's Bench against St. Albert LP, St. Albert GP, and Torode for repayment of the Outstanding Indebtedness (the "**Action**").
- I. ATB scheduled an application to appoint a receiver over the assets, undertaking, and properties of St. Albert LP and St. Albert GP on March 21, 2024, at 2:00 pm on the Commercial List (the "**Receivership Application**").
- J. ATB also intends to file an application in the Action seeking to assign Torode into bankruptcy (the "**Bankruptcy Application**").
- K. The Lands contain a three-storey commercial building comprised of office and retail rental space (the "**Building**" and together with the Lands, the "**Property**").
- L. The Parties desire to toll, suspend or stop temporarily any applicable limitation period to any claim or defence in respect of the claim in the Action as against Torode, including the Bankruptcy Application (collectively, the "**Torode Claim**"), pursuant to section 7 of the *Limitations Act*, RSA 2000, c L-12 (the "**Limitations Act**") and to similarly toll, suspend or stop temporarily any other applicable statutory limitation, common law rule or equitable provision in respect of the Torode Claim in accordance with the terms of this Agreement. For clarity, the Parties do not intend to toll, suspend or stop temporarily any applicable limitation period in respect of the claims in the Action as against St. Albert LP and St. Albert GP (the "**St. Albert Claims**").
- M. In consideration for ATB agreeing to enter into this Agreement, St. Albert LP and St. Albert GP have agreed to provide executed copies to ATB of the following documents:

- a. the Consent Judgments attached hereto as **Schedule "A"**;
- b. the Consent Receivership Order attached hereto as **Schedule "B"**; and
- c. The Consent Redemption Order in respect of the Lands attached hereto as **Schedule "C"**.

(collectively, the "**Consent Documents**").

**NOW THEREFORE** in consideration of the mutual covenants, terms, and conditions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Torode shall provide to ATB, on or before March 11, 2024 (the "**Deadline**"): ~~-----~~
  - a. an executed copy of the Form 13, attached hereto as **Schedule "D"** (the "**Form 13**"); and
  - b. an executed copy of the Consent to Conduct a Name Search at the Alberta Land Titles Office, attached hereto as **Schedule "E"** (the "**LTO Consent**"). Torode also hereby provides its consent to ATB to make any necessary changes to the attached LTO Consent in order to allow it to be accepted by the Alberta Land Titles Office.
2. The Borrower shall provide executed copies of the Consent Documents to ATB on or before the Deadline. The Borrower also hereby provides its consent to ATB to make any necessary changes to the attached form of Consent Orders in order to allow them to be filed with the Court of King's Bench of Alberta.
3. Upon: (i) ATB's receipt of executed copies of the Consent Documents, which the Parties agree shall be done; and (ii) the date of service of the Statement of Claim or the Bankruptcy Application (whichever occurs later) filed in the Action on Torode in accordance with the Alberta *Rules of Court*, AR 124/2010 (the "**Rules of Court**") (collectively, the "**Commencement Date**"), any applicable statutory limitation, common law rule or equitable provision, including, but not limited to, the Alberta *Limitations Act* or deadline under the *Rules of Court*, including, but not limited to, Rules 4.31 and 4.33, will

be suspended as set out in and during the term of this Agreement in respect of the Torode Claim (including, for certainty, the Bankruptcy Application).

4. ATB agrees to adjourn the Bankruptcy Application *sine die* during the term of this Agreement.
5. Torode shall not transfer, sell, or otherwise dispose of any assets or property identified in Form 13 or cause a charge to be made on any assets or property identified in Form 13 in a way that would give the transferee a preference over ATB or which Torode receives consideration for the transferred asset or property of less than the fair market value of said asset or property.
6. This Agreement shall remain in effect until the earlier of (an "**Event of Termination**"):
  - a. Torode fails to provide an executed copy of the LTO Consent and/or an executed copy of the Form 13 in a manner satisfactory to ATB on or before the Deadline in accordance with paragraph 1;
  - b. St. Albert LP and/or St. Albert GP failing to provide executed copies of the Consent Documents to ATB on or before the Deadline in accordance with paragraph 2;
  - c. the conclusion of the Receivership proceedings against St. Albert LP and St. Albert GP (provided ATB's application is granted) and a final distribution being made to ATB such that a calculation can be completed as to the shortfall between the indebtedness owing to ATB pursuant to the Commitment Letter, the Borrower GSA, and the GP Security, and the realization on its security of St. Albert LP and GP;
  - d. upon 30 days' written notice to the other Parties of a Party's intention to terminate this Agreement; or
  - e. in any event, no later than one year from the Effective Date.
7. In addition to the Events of Termination outlined in paragraph 6, ATB may, in its sole discretion, elect to terminate this Agreement upon 1 days' written notice to Torode where:
  - a. an appraisal of the Property is obtained in the Receivership proceedings (if ATB's Application is granted), either by the Court-appointed Receiver or ATB, and it is

determined by ATB that the appraised market value of the Property (if obtained on a sale of the Property) would not reduce the guaranteed indebtedness owing by Torode to ATB (taking into account ATB's and the Receiver's and its counsel's costs incurred as of the date of the appraisal in the Receivership proceedings, plus an estimated amount for the costs to complete the Receivership proceedings); or

- b. upon the issuance of an Order from the Court approving the sale of the Property in the Receivership proceedings or any other Court proceeding in respect of the Property.
8. This Agreement shall be terminated immediately upon the Event of Termination in accordance with paragraph 6 or 1 day after issuing written notice of ATB's election to terminate this Agreement in accordance with paragraph 7 (in either instance, the "**Termination Date**").
  9. The Parties agree that after the Termination Date, either ATB or Torode may pursue any rights to which they may be entitled in respect of the Action and that any defence or argument outlined in paragraph 3 herein shall no longer be suspended. For certainty, the Bankruptcy Application will no longer be adjourned *sine die* and ATB may proceed to schedule the Bankruptcy Application to be heard forthwith.
  10. This Agreement may only be terminated by any Party in accordance with paragraph 6 or by ATB in accordance with paragraph 7 herein.
  11. Notice under this Agreement shall be delivered by electronic transmission to the Party for which it is intended at the email address indicated below:

**ATB:**

MLT Aikins LLP  
2100-222 3rd Ave SW  
Calgary, AB T2P 0B4  
Fax: 403-508-4349  
Attention: Ryan Zahara/Molly McIntosh  
Email: [rzahara@mltaikins.com](mailto:rzahara@mltaikins.com)/[mmcintosh@mltaikins.com](mailto:mmcintosh@mltaikins.com)

**St. Albert LP/St. Albert GP/John Torode: [NTD: to confirm]**

Bennett Jones  
4500 Bankers Hall East  
855 2<sup>nd</sup> Street SW  
Calgary, AB T2P 4K7

Attention: W.R. Whitlock, K.C.  
Email: [whitlockw@bennettjones.com](mailto:whitlockw@bennettjones.com)

12. Any Notice delivered as set out in paragraph 6 herein shall be deemed to be received on the date of actual delivery thereof.
13. This Agreement shall enure to the benefit of and be binding upon any successors and assigns of the Parties.
14. The Parties maintain any and all of their rights at law with respect to matters that may be raised in the Action and have not, by entering into this Agreement, waived any of said rights.
15. This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta. In the event of a dispute arising out of or relating to this Agreement, the Parties irrevocably submit and attorn to the jurisdiction of the Court of Queen's Bench in the Province of Alberta.
16. This Agreement constitutes the entire agreement between the Parties respecting the subject matter hereof.
17. This Agreement may be executed in counterpart and may also be executed by counsel for each of the Parties, by facsimile or electronic transmission, each of which shall be deemed to be an original instrument, and when all Parties have executed a counterpart hereof, all such counterparts together shall constitute one and the same agreement.


**IN WITNESS WHEREOF** the Parties hereto have executed this Agreement effective the date and year written above.

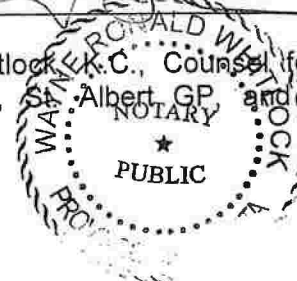
**MLT Aikins LLP**

**Bennett Jones LLP**

---

Ryan Zahara, Counsel for ATB  
Financial

  
W.R. Whitlock, K.C., Counsel for St.  
Albert LP, St. Albert GP and John  
Torode



**SCHEDULE "A"**

**(see attached Consent Judgment)**

COURT FILE NUMBER

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

APPLICANT ATB FINANCIAL (FORMERLY ALBERTA  
TREASURY BRANCHES)

RESPONDENTS ST. ALBERT LIMITED PARTNERSHIP, ST. ALBERT  
REAL ESTATE SYNDICATE GP LTD., and JOHN  
TORODE

**DOCUMENT ORDER**

ADDRESS FOR SERVICE AND CONTACT  
INFORMATION OF PARTY  
FILING THIS DOCUMENT MLT AIKINS LLP  
Barristers and Solicitors  
2100, 222 3<sup>rd</sup> Ave SW  
Calgary, Alberta T2P 0B4  
Fax: 403.508.4349  
Attention: Ryan Zahara/Molly McIntosh  
Phone: 403.693.5403/780.969.3501  
File: 0114153.00065

**DATE ON WHICH ORDER WAS PRONOUNCED:** \_\_\_\_\_

**LOCATION WHERE ORDER WAS PRONOUNCED:** **Calgary, Alberta**

**NAME OF JUSTICE WHO MADE THIS ORDER:** \_\_\_\_\_

**UPON** the Application of ATB Financial (formerly Alberta Treasury Branches) ("**ATB**"); **AND UPON** noting the consent of the Defendants, St. Albert Limited Partnership ("**LP**") and St. Albert Real Estate Syndicate GP Ltd. ("**GP**" and together with LP, the "**Defendants**"); **AND UPON** hearing from counsel for ATB and all other interested parties present:

**IT IS HEREBY ORDERED AND DECLARED THAT:**

1. ATB is awarded judgment against the Defendants, jointly and severally, in the amount of \$7,745,061.71 plus interest at a rate of 6.25% on Term Loan 760-37776674200 per annum and Prime + 4% on Cost Account 760-46220277800 per annum from March 6, 2024, until the Judgment is repaid in full.
2. Costs are awarded in favour of ATB against the Defendants, jointly and severally, on a solicitor and client (full indemnity basis).

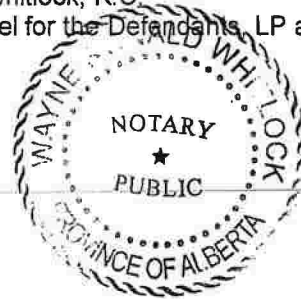
**CONSENTED TO BY:**

**MLT AIKINS LLP**

**BENNETT JONES**

\_\_\_\_\_  
Ryan Zahara/Molly McIntosh  
Counsel for the Plaintiff, ATB

  
\_\_\_\_\_  
W.R. Whitlock, K.C.  
Counsel for the Defendants, LP and GP





**SCHEDULE "A"**  
**RECEIVER CERTIFICATE**

CERTIFICATE NO. \_\_\_\_\_  
AMOUNT \$ \_\_\_\_\_

1. **THIS IS TO CERTIFY** that BDO Canada Ltd. the receiver and manager (the "**Receiver**") of all of the Property of St. Alberta Limited Partnership and St. Albert Real Estate Syndicate GP Ltd., appointed by Order of the Court of King's Bench of Alberta (the "**Court**") dated March 21, 2024 (the "**Order**") made in action number \_\_\_\_\_, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ \_\_\_\_\_, being part of the total principal sum of \$ \_\_\_\_\_ which the Receiver is authorized to borrow under and pursuant to the Order.
2. ~~The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily] [monthly not in advance on the \_\_\_\_\_ day of each month] after the date hereof at a notional rate per annum equal to the rate of \_\_\_\_\_ per cent above the prime commercial lending rate of Bank of \_\_\_\_\_ from time to time.~~
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at \_\_\_\_\_.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property) as authorized by the Order and as authorized by any further or other order of the Court.
7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**BDO Canada Ltd.**, solely in its capacity as Receiver of the Property (as defined in the Order), and not in its personal or corporate capacity

Per: \_\_\_\_\_

Name:

Title:

**SCHEDULE "B"**

**(see attached Consent Receivership Order)**

COURT FILE NUMBER

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

APPLICANT ATB FINANCIAL (FORMERLY ALBERTA  
TREASURY BRANCHES)

RESPONDENTS ST. ALBERT LIMITED PARTNERSHIP, by and through  
its general partner, ST. ALBERT REAL ESTATE  
SYNDICATE GP LTD., ST. ALBERT REAL ESTATE  
SYNDICATE GP LTD., and JOHN TORODE

**DOCUMENT ORDER**

ADDRESS FOR SERVICE AND CONTACT  
INFORMATION OF PARTY  
FILING THIS DOCUMENT MLT AIKINS LLP  
Barristers and Solicitors  
2100, 222 3<sup>rd</sup> Ave SW  
Calgary, Alberta T2P 0B4  
Fax: 403.508.4349  
Attention: Ryan Zahara/Molly McIntosh  
Phone: 403.693.5403/780.969.3501  
File: 0114153.00065

**DATE ON WHICH ORDER WAS PRONOUNCED: March 21, 2024**

**LOCATION WHERE ORDER WAS PRONOUNCED: Calgary, Alberta**

**NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice B.  
Johnston**

**UPON** the Application of ATB Financial (formerly Alberta Treasury Branches) ("ATB") for an Order seeking to appoint a receiver and manager over the Property (as defined below) of St. Albert Limited Partnership and St. Alberta Real Estate Syndicate (collectively, the "Debtors"); **AND UPON** having read the Affidavit of \_\_\_\_\_, sworn on March \_\_\_\_, 2024, the Affidavit of Service of \_\_\_\_\_, sworn on March \_\_\_\_, 2024; **AND UPON** reading the consent to act of the proposed receiver, BDO Canada Ltd. ("BDO"), **AND UPON** hearing from counsel for ATB, and any other parties present at the within Application;

**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 service thereof is deemed good and sufficient and this application is properly returnable today.

## **APPOINTMENT**

2. Pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 ("**BIA**"), section 13(2) of the *Judicature Act*, R.S.A. 2000, c.J-2, 99, and section 65(7) of the *Personal Property Security Act*, R.S.A. 2000, c.P-7, BDO (the "**Receiver**") is hereby appointed Receiver and Manager, without security, of all of the Debtors' 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, which shall include the Receiver's ability:
    - (i) to abandon, dispose of, or otherwise release any interest in any of the Debtor's real or personal property, or any right in any immovable; and
    - (ii) upon further order of the Court, to abandon, dispose of, otherwise release any license or authorization issued by the Alberta Energy Regulator, or any other similar government authority;
  - (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 Debtors, 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 Debtors;
- (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 Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (g) to settle, extend, or compromise any indebtedness owing to or by the Debtors;
- (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 Debtors, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtors;
- (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 Debtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in this Order shall authorize the Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court;

- (k) to market any or all the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (l) to sell, convey, transfer, lease, or assign the Property or any part or parts thereof out of the ordinary course of business;
  - (i) without the approval of this Court in respect of any transaction not exceeding **\$100,000.00**, provided that the aggregate consideration for all such transactions does not exceed **\$250,000.00**; and
  - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,and in each such case notice under subsection 60(8) of the *Personal Property Security Act*, RSA 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 Debtors and not in its personal capacity;
- (p) to apply for any permits, licenses, 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 Debtors;
  - (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
  - (r) to exercise any shareholder, partnership, joint venture, or other rights which the Debtors may have;
  - (s) to assign the Debtors into bankruptcy, in accordance with the provisions of the *BIA*, where the Receiver is of the opinion that the making of such assignment is proper and in the best interests of the estate; and
  - (t) 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 (as defined below), including the Debtors, and without interference from any other Person.

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

4. (i) The Debtors, (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 Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain, and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software, and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.
  
6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names, and account numbers that may be required to gain access to the information.

#### **NO PROCEEDINGS AGAINST THE RECEIVER**

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

## **NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY**

8. No Proceeding against or in respect of the Debtors 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 Debtors or the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall: (i) prevent any Person from commencing a proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such proceeding is not commenced before the expiration of the stay provided by this paragraph 8; and (ii) affect a Regulatory Body's investigation in respect of the Debtors or an action, suit, or proceeding that is taken in respect of the Debtors 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 Debtors, the Receiver, or affecting the Property, are hereby stayed and suspended and shall not be commenced, proceeded with or continued except with the written consent of the Receiver or with leave of this Court, that nothing in this Order shall:
- (a) empower the Debtors to carry on any business that the Debtors are 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 Debtors 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 Debtors where such an action must be taken in order to comply with statutory time limitations in order to preserve its 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, license, or permit in favour of or held by the Debtors, without written consent of the Debtors and the Receiver or leave of this Court.

#### **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 Debtors, 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 Debtors,

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 Debtors or exercising any other remedy provided under such agreements or arrangements. The Debtors shall be entitled to the continued use of their 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 Debtors in accordance with the payment practices of the Debtors, or such other practices as may be agreed upon by the supplier or service provider and each of the Debtors 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 the Property 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 generated from the Property 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 Debtors shall remain the employees of the Debtors until such time as the Receiver, on the Debtors' 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*, SC 2005, c 47.
15. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, SC 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 Debtors, 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 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) 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 shall 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 **\$200,000** (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) 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 authorized 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 the original signature.
29. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.
30. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada and the United States 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 Debtors' 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  (the "Receiver's Website") and shall post there as soon as practicable:
  - (a) all materials prescribed by statute or regulation to be made publicly 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.

#### **SERVICE**

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.

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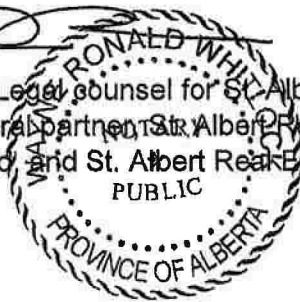
Justice of the Court of King's Bench of Alberta

**CONSENTED TO THIS 12 DAY OF MARCH, 2024**

**BENNETT JONES LLP**

Per: 

Wayne Whitlock, K.C., Legal counsel for St. Albert Limited Partnership,  
by and through its general partner, St. Albert Real  
Estate Syndicate GP Ltd. and St. Albert Real Estate  
GP Ltd.



**SCHEDULE "A"**  
**RECEIVER CERTIFICATE**

CERTIFICATE NO. \_\_\_\_\_  
AMOUNT \$ \_\_\_\_\_

1. **THIS IS TO CERTIFY** that BDO Canada Ltd. the receiver and manager (the "**Receiver**") of all of the Property of St. Alberta Limited Partnership and St. Albert Real Estate Syndicate GP Ltd., appointed by Order of the Court of King's Bench of Alberta (the "**Court**") dated March 21, 2024 (the "**Order**") made in action number \_\_\_\_\_, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$\_\_\_\_\_, being part of the total principal sum of \$\_\_\_\_\_ which the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily] [monthly not in advance on the \_\_\_\_\_ day of each month] after the date hereof at a notional rate per annum equal to the rate of \_\_\_\_\_ per cent above the prime commercial lending rate of Bank of \_\_\_\_\_ from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at \_\_\_\_\_.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property) as authorized by the Order and as authorized by any further or other order of the Court.

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

DATED the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**BDO Canada Ltd., solely in its capacity as Receiver of the Property (as defined in the Order), and not in its personal or corporate capacity**

Per: \_\_\_\_\_

Name:

Title:

**SCHEDULE "C"**

**(see attached Consent Redemption Order")**

COURT FILE NUMBER

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

APPLICANT ATB FINANCIAL (FORMERLY ALBERTA  
TREASURY BRANCHES)

RESPONDENTS ST. ALBERT LIMITED PARTNERSHIP, ST. ALBERT  
REAL ESTATE SYNDICATE GP LTD., and JOHN  
TORODE

**DOCUMENT CONSENT REDEMPTION ORDER**

ADDRESS FOR SERVICE AND CONTACT  
INFORMATION OF PARTY  
FILING THIS DOCUMENT MLT AIKINS LLP  
Barristers and Solicitors  
2100, 222 3<sup>rd</sup> Ave SW  
Calgary, Alberta T2P 0B4  
Fax: 403.508.4349  
Attention: Ryan Zahara/Molly McIntosh  
Phone: 403.693.5403/780.969.3501  
File: 0114153.00065

**DATE ON WHICH ORDER WAS PRONOUNCED:** \_\_\_\_\_

**LOCATION WHERE ORDER WAS PRONOUNCED:** **Calgary, Alberta**

**NAME OF JUSTICE WHO MADE THIS ORDER:** \_\_\_\_\_

**UPON** the Application of ATB Financial (formerly Alberta Treasury Branches) ("ATB"); **AND UPON** noting the consent of the Defendants, St. Albert Limited Partnership ("LP") and St. Albert Real Estate Syndicate GP Ltd. ("GP" and together with LP, the "**Defendants**"); **AND UPON** hearing from counsel for ATB and all other interested parties present:

**IT IS HEREBY ORDERED AND DECLARED THAT:**

1. In this Order, the mortgaged lands are the following:

Firstly  
PLAN 7822207  
BLOCK 5  
LOT 61  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AREA: 0.429 HECTARES (1.06 ACRES) MORE OR LESS

Secondly  
PLAN 8222311  
BLOCK 5

LOT 65  
EXCEPTING THEREOUT ALL MINES AND MINERALS

(the "**Lands**").

2. The collateral mortgage of ATB registered on title to the Lands at the Alberta Land Titles Office as Registration No. 202 090 064 on April 27, 2020 (the "**Mortgage**") over the Lands is valid and enforceable.
3. There is outstanding, due and owing to ATB under the Mortgage the sum of \$7,745,061.71, as at March 6, 2024 (as set for the in the Statement of Secured Indebtedness which is attached to this Order), plus costs on a solicitor client basis as worded in the Mortgage, plus interest thereafter at the Mortgage rate, plus other amounts chargeable under the Mortgage (collectively, the "**Indebtedness**").
4. Prior to the entry of this Order the assessment officer shall check the amounts claimed in the Statement of Secured Indebtedness including, the particulars provided in the Affidavit of Default and the Plaintiff's calculations. If the assessment officer returns this Order unentered, then the Plaintiff may either submit a corrected order or seek the advice and direction of the Court.
5. The requirement for service of documents prior to entry of this Order, set out in Rule 9.35(1)(a), is hereby waived.
6. The Defendants, and subsequent encumbrancers have one month from service of this Order upon them to apply to vary the amount declared owing pursuant to paragraph 4 with respect to any amounts not disclosed in the Affidavit of Default served in support of the application for this Order.
7. The Defendants or anyone else entitled to do so shall have until one day from service of this Order upon the Defendants (the "**Redemption Date**") to repay the Indebtedness, failing which the Lands shall be offered for sale in the manner described in the Judicial Listing Agreement attached to this Order. Subject to further Order of the Court, and subject to paragraph 16 of this Order, this Action is stayed until the Redemption Date.
8. If the Defendants, or anyone entitled to do so, repays the Indebtedness prior to the Lands being sold or foreclosed in these proceedings, then the Plaintiff shall provide to the person

who paid the Indebtedness, at the election of such person, either a registrable discharge of the Mortgage, or a registrable transfer of the Mortgage.

9. If the Indebtedness has not been repaid by the Redemption Date then the Lands shall be listed for sale with a licensed real estate agent (the "**Realtor**") to be selected at the sole discretion of the Plaintiff, upon the terms and conditions mentioned in the Directions to Realtor attached to this Order.
10. The Plaintiff may apply to vary the listing price set out in the attached Judicial List Agreement at any time after the Redemption Date upon filing and service of an Affidavit of Value.
11. The Realtor shall be entitled to post a "FOR SALE" sign of the type customarily posted by a realtor at a conspicuous location on the Lands, which sign shall remain during the period of the Judicial Listing and shall not be interfered with by any person.
12. During the period of the Judicial Listing ordered herein, the Defendants and any person in possession of the Lands shall cooperate with the Realtor, and shall allow access to the Lands to the Realtor, any representative of the Realtor, any other realtor approved by the Realtor, and any prospective purchaser, upon receiving 24 hours written notice given by the Realtor for a viewing between 8:00 A.M. and 8:00 P.M. The written notice may be posted on the front door of the premises located on the Lands.
13. Any and all other real estate listings relative to the Lands shall be cancelled during the period of the Judicial Listing ordered herein.
14. If the Lands become vacant or abandoned during the course of this action then the Plaintiff may enter the Lands for the purpose of doing any and all things necessary to preserve them, and the Plaintiff shall not be considered a mortgagee in possession or trespasser.
15. With respect to the annexed Statement of Secured Indebtedness:
  - (a) where nothing is claimed with respect to a listed category, the word "nil" shall be inserted opposite, and,
  - (b) where amounts are claimed for any of items 4 through 12, documents substantiating such claims shall be provided in affidavit form to the assessment officer for review prior to the entry of this order.



16. The Plaintiff is awarded costs of this action on a solicitor client basis. The costs shall be assessed without notice where:

- (a) the Defendants have not filed a Statement of Defence or a Demand for Notice, or appeared at the application where this order was granted, or
- (b) the Defendants have been provided with the proposed Bill of Costs (by mail or email to the Defendant's last known address) and has not provided the Plaintiff's counsel, within 15 days of the mailing or emailing, with notice that the Defendants object to the Bill of Costs.

otherwise the costs shall be assessed on notice pursuant to Rule 10.37.

17. Any subsequent encumbrancers may be served with a copy of this Order by regular mail at the address set out on the Certificate of Title.

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Justice of the Court of King's Bench of Alberta

**CONSENTED TO BY:**

**MLT AIKINS LLP**

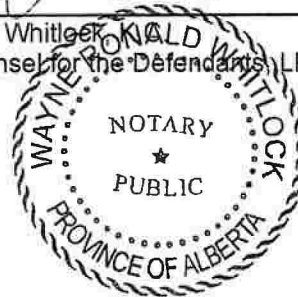
**BENNETT JONES LLP**

---

Ryan Zahara/Molly McIntosh  
Counsel for the Plaintiff, ATB

---

W.R. Whitlock, K.A.L.D.  
Counsel for the Defendants, LP and GP



## JUDICIAL LISTING AGREEMENT

TO: The Realtor

- You are hereby given authority as an officer of the Court to list for sale the Mortgaged Lands with the Multiple Listing Service, if any, in effect in the area in which the property is located.
- The Mortgaged Lands shall be offered for sale subject to registered encumbrances, liens and interests prior to the Plaintiff's Mortgage but free and clear of all registered encumbrances, liens and interests subsequent to the Plaintiff's mortgage.
- The listing price for the property legally described as PLAN 7822207, BLOCK 5, LOT 61 shall be \$\_\_\_\_\_ or such higher price as you may recommend after a comparative market analysis is conducted by you prior to the commencement of this judicial listing.
- The listing price for the property legally described as PLAN 8222311, BLOCK 5, LOT 65 shall be \$\_\_\_\_\_ or such higher price as you may recommend after a comparative market analysis is conducted by you prior to the commencement of this Judicial Listing.
- The listing shall take effect on the later of the day after the Redemption Date or the date the listing is accepted in writing by the Realtor, and shall continue for a period of 90 days thereafter.
- Within a reasonable time of receiving any offer, you shall forward a true copy of the said offer to counsel for the Plaintiff. If the offer is insufficient to pay out the Plaintiff it may be rejected by the Plaintiff. Otherwise counsel for the Plaintiff shall either apply without notice to reject an offer or apply on notice for the court to consider that offer. Where the Plaintiff rejects an offer, or obtains an order without notice rejecting an offer, it shall forthwith serve the Defendants and subsequent encumbrancers with a copy of such offer.
- If no offers are received during the listing period, you shall so advise counsel for the Plaintiff in writing, immediately following the expiry of the Judicial Listing.
- In the event that, as a result of the listing, a purchaser is introduced whose offer is accepted by the Court, and the transaction is completed by the purchaser paying the full purchase price and title is registered in the name of the purchaser or its nominee, then, in such event, you will receive a commission as follows:

7% of the first \$100,000 – 3% of the balance – or such lesser amount as may agreed by you – plus applicable taxes thereon
- You shall have a first charge against the sale proceeds in the amount of any commission payable hereunder. If the Court accepts an offer to purchase and the purchaser fails to complete the purchase, and the Court does not order relief from forfeiture of the deposit, you will retain, as compensation for services rendered, fifty per cent (50%) of the said deposit (provided such amount does not exceed the commission payable had the sale been fully completed) and you will pay the balance of the deposit to counsel for the Plaintiff to be applied against the Indebtedness.

- If the Defendants, any subsequent encumbrancer, or anyone else entitled to do so, pays all principal, interest and other amounts owing under the mortgage at any time after the Judicial Listing takes effect, or brings the mortgage current after the Judicial Listing takes effect, there shall be paid as part of the costs of redemption, the reasonable expenses incurred by you as the Realtor during this Judicial Listing and such reasonable compensation as the Court may order on application.
- All offers submitted pursuant to the Judicial Listing shall, subject to further order of the Court:
  - be in writing and shall be signed by the offeror; and
  - be subject to the approval and acceptance by the Court on such terms as the Court considers appropriate; and
  - provide for a possession date to be determined by the Court; and
  - contain and be subject to the terms and conditions as are contained in Schedule "A" which is attached to this Judicial Listing Agreement; and
  - be accompanied by a certified cheque or money order payable to your real estate company for the deposit amount referred to in the offer.
- Nothing in the Listing shall:
  - affect the right of the Defendants or anyone else entitled to do so to pay all principal, interest and other amounts owing under the mortgage, or to bring the mortgage current or to privately sell the Mortgaged Lands;
  - affect the Plaintiff's right to make a proposal to purchase the mortgaged property, if applicable or otherwise acquire the mortgaged property after the expiry of the judicial listing without liability for any real estate commission or any other compensation payable to the Realtor hereunder;
  - create or impose any liability on the plaintiff or the Court for the payment of any real estate commission or other compensation arising out of this listing.
- The terms of the listing may be modified by the Court on application of any party or subsequent encumbrancer on five days notice.

ACCEPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_,  
202\_\_

By: \_\_\_\_\_  
An Agent licensed pursuant to the  
*Real Estate Act*, R.S.A. 2000, c. R-5

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

---

A.J.C.K.B.A.

**SCHEDULE "A" TO THE REAL ESTATE PURCHASE CONTRACT** entered into between  
**THE COURT OF KING'S BENCH OF ALBERTA** (the "Seller")

and

\_\_\_\_\_ (the "Buyer")

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

**AS IS - WHERE IS**

1. The Buyer acknowledges and agrees to purchase the mortgaged lands, all buildings and improvements located on the mortgaged lands (the "**Property**"), and any and all fixtures ("**Attached Goods**") and chattels ("**Unattached Goods**") included in the Real Estate Purchase Contract or included in the sale of the property, "as is" and agrees with the Seller that neither the Seller, nor its agents or representatives have made any representations or warranties with respect to the Property or any Attached Goods or Unattached Goods included in the sale of the Property. Without limiting the generality of the foregoing, the Buyer agrees that neither the Seller nor its agents have made any representations or warranties with respect to:

- the condition of any buildings or improvements located on the Property;
- the condition of any Attached Goods or Unattached Goods included in the Real Estate Purchase Contract or otherwise sold with the Property;
- whether the Property complies with any existing land use or zoning bylaws or regulations, or municipal development agreements or plans;
- the location of any buildings and other improvements on the Property and whether such location complies with any applicable municipal bylaws or regulations;
- whether or not any buildings or improvements located on the Property encroach onto any neighbouring lands or any easements or rights of way;
- whether or not any buildings or improvements located on any neighbouring lands encroach onto the Property;
- the size and dimensions of the Property or any building or improvements located thereon;
- whether or not the Property is contaminated with any hazardous substance; and
- whether or not any of the buildings or other improvements located on the Property have been insulated with urea formaldehyde insulation.

**OWNERSHIP OF UNATTACHED GOODS**

- The Buyer agrees that the Seller is selling only such interest as it may have in any Attached Goods or Unattached Goods referred to in the Real Estate Purchase Contract, or which may be located on the Property, and the Seller does not warrant that it has title to such Attached Goods or Unattached Goods. Further, the Buyer agrees that the Seller will not be liable for the removal of any chattels found on the Property prior to or on the date of closing. On closing, the Buyer may have possession of the Attached Goods and Unattached Goods which are then on or about the Property on an "as is" basis, and the Seller will not provide a Bill of Sale, Warranty, or other title document to the Buyer. Further, there will be no adjustment or abatement of any kind to the Purchase Price with respect to any Attached Goods or Unattached Goods.

#### **REAL PROPERTY REPORT & COMPLIANCE**

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

#### **CONDOMINIUM**

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

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

- In addition to the purchase price payable thereunder, the Buyer shall pay to the Seller and indemnify the Seller against all Goods and Services Tax ("G.S.T.") payable on the

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

**ACCEPTANCE BY FACSIMILE**

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

**FORECLOSURE PROCEEDING**

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

\_\_\_\_\_  
Buyer's Initial

\_\_\_\_\_  
Date

**STATEMENT OF SECURED INDEBTEDNESS**

1.	Amount owing on Mortgage including interest owing as at _____	\$ _____
1(a).	Amounts included in principal other than the amount lent (such as enforcement legal fees already paid by the Plaintiffs)	
3.	Interest at the mortgage rate from _____ to date of Order ( _____, 202__)	\$ _____
4.	Tax paid	\$ _____
5.	Property maintenance paid	\$ _____
6.	Occupancy inspections paid	\$ _____
7.	Insurance paid	\$ _____
8.	NSF Fees paid (\$25 X ____)	\$ _____
9.	Prior mortgage arrears paid	\$ _____
10.	Condominium Fees paid	\$ _____
11.	Homeowners Association Fees paid	\$ _____
12.	Any other amounts paid under the mortgage	\$ _____
	<b>TOTAL DUE TO PLAINTIFF AT DATE ORDER GRANTED (excluding costs)</b>	<b>\$ _____</b>



**SCHEDULE "D"**

**(see attached Form 13)**

**Financial Statement of Debtor  
(Individual Debtor)**

File Number \_\_\_\_\_

In accordance with section 35.10 of the *Civil Enforcement Regulation*, you must, within 15 days of being served with this form, provide the completed form to the enforcement creditor.

**A. Debtor Information (Please Print)**

1. JOHN ARTHUR TORIDE 403-617-9432  
Full Name Telephone Number

N.A.  
Aliases, Nicknames or Previous Names

#1410- CALGARY ALTA  
of Present Address: Street Address City Province Postal Code

solemnly declare that the contents of this document are true and accurate.

How long have you lived at this address? 18 mos

<u>22</u>	<u>JULY</u>	<u>1949</u>	<u>614-323 006</u>
Day	Month	Year	

Birthdate Social Insurance No.

**B. Dependants**

Present Marital Status  
 Single  
 Married  
 Other

If Other, Specify \_\_\_\_\_

<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>
	Day	Month	Year

Name of Spouse or Adult Interdependent Partner Birthdate of Spouse or Adult Interdependent Partner

Do you have any children living with you who are legally dependent upon you for financial support?  
 Yes  No

If yes, provide the dependant's full name, age and relationship to you.

Full Name of Dependiant	Age	Relationship to You

Do you have any other dependants who are dependent on your financial support?

Yes  No

If yes, provide the dependant's full name, address, age and relationship to you, and the reason for the dependant's dependency.

Full Name	Age	Relationship to You	
Address		Reason for Dependency	
Full Name	Age	Relationship to You	
Address		Reason for Dependency	

**C. Employment**

N.A.			
Full Name of Current Employer		Telephone No.	Fax No.
Present Address of Employer	City	Province	Postal Code
Nature of Business	Position Occupied		
Place of Employment, if different from employer's address	How frequently are you paid?	If you are paid by the hour, what is your hourly wage?	
N/A		N/A	
If you are paid monthly, what is your gross monthly wage or salary?		What is your net monthly wage or salary?	

What deductions are made from your salary? Provide complete listing.


Are you qualified as a tradesman, professional or otherwise?

Yes  No

If yes, state nature of qualifications or special training.


Do you receive bonuses from your employer?

N/A

Yes  No

If yes, when did you receive your last bonus?

N/A

On what basis are bonuses paid?

NA

Do you expect to receive another bonus in the near future?

Yes  
 No

If yes, when and for how much?

Do you receive money in the form of commission?

Yes  
 No

If yes, state type of work, amount of income received and the most recent commission received.

Do you receive money from any part-time employment?

Yes  
 No

If yes, give employer's name, full address and telephone number and the amount of income.

Do you have any income-producing hobbies?

Yes  
 No

If yes, state type of hobby and amount of income received per year.

List all other income not set out above (e.g. dividends, rental income, annuities, pensions, etc.).

Have you received any income tax refunds in the past year?

Yes  
 No

Do you expect to receive any income tax refunds in the near future?

Yes  
 No

If yes, when and for how much?

Are you a veteran?

Yes  No

If yes, specify any veteran's benefits and allowances to which you are entitled.

Empty text box for veteran benefits.

What is the total income of your dependants from all sources?

NA.

**D. Income from Business or Self-Employment**

If you are self-employed or your business is a proprietorship or partnership, list the names, addresses and telephone numbers of any partners, principals or participants.

Name	Address	Telephone No.
REAL ADVISORS INC		403-617-9432

Empty text box for business details.

Type of Business	Name of Business	Telephone No.
REAL ESTATE		

Business Location	Street Address
CANADIAN	ALBERTA

City Province Postal Code

Is this business a  proprietorship  partnership  corporation

What percentage of the business is owned by you? 100 What is the net book value of the business? 0

What is the estimated market value of the business? 0

Itemize your yearly income: salary, business, dividends and other.

Salary	NA	\$
Bonuses	NA	\$
Dividends	NA	\$
Other (automobile allowances, expenses, etc., Provide details.)	NA	\$
		\$
		\$

Itemize other benefits: company car, house, loans, saving plans, share purchase options, etc.

	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

If business is a corporation, complete the following:

Are you an officer or director?

Yes  No

Title

PRESIDENT

Total number of shares issued by the corporation and outstanding (describe type and class of share):

Total number of shares of each class held by you:

Class	Number	Net Book Value	Class	Number	Net Book Value

Total amount of all loans payable to you by the corporation:

Amount

\$ 0

Interest earned (if any)

\$ 0

Terms of repayment:

Attach a copy of most recent financial statement.

**E. Monthly Expenses**

List all of your monthly debt payments (loans, credit cards, personal debts, etc.), specifying the following:

Type of Debt	To Whom Payable	Amount Outstanding	Monthly Payment
N.A.			

List other personal liabilities (personal guarantees, encumbrances and debts specifically attached to personal property, etc.), specifying name and address of creditor, and amount of liability.

Name of Creditor	Address of Creditor	Amount

List and give details regarding any other debts.


**F. Assets**

**Real Estate**

List all real estate (homes, rental properties, cottages, condominiums, etc.) both within and outside the Province of Alberta in which you own an interest, including municipal address, legal description, purchase price, balance owing and current market value.

	Municipal Address	Legal Description	Purchase Price	Balance Owing	Current Market Value
1.	N/A				
2.					
3.					
4.					

List the name and address of any mortgagee for each property described above, as well as the date the mortgage was granted and the amount outstanding on the mortgage.

	Name of Mortgagee	Address of Mortgagee	Date of Mortgage Granted	Amount Outstanding on Mortgage
1.	N/A			
2.				
3.				
4.				

**Motor Vehicles**

List all motor vehicles, including cars, trucks, farm machinery, construction equipment, recreational vehicles, aircraft, etc. in which you own an interest.

	Type - Make - Model - Year	Serial No.	Purchase Price	Current Market Value
1.	N/A			
2.				

3.			
4.			

If any of the above vehicles are subject to any liens or encumbrances, specify:

	Holder of Lien or Encumbrance	Date of Lien/ Encumbrance	Balance Owning on Lien/Encumbrance
1.	NA		
2.			
3.			
4.			

**Bank Accounts, etc.**

List all chequing and savings accounts, term deposits, RRSPs, annuities, etc., specifying the following:

	Type of Deposit	Name of Institution	Account No.	Branch Address	Amount
1.	N.A.				
2.					
3.					
4.					

Also, specify whether there are any conditions attached to redemption of the accounts, and, if applicable, any expiry dates.

	Conditions Attached to Redemption	Expiry Date, if Applicable
1.	NA	
2.		
3.		
4.		

**Shares and Securities**

If you have holdings in a corporation, complete the following:

List all shares, options, warrants, etc., and their current market value.

	Name of Corporat ion	Type	Numb er	Current Market Value	Dividends	Date Payable
1.	N.A.					
2.						
3.						

List all bonds and debentures held and their current market value.

	Name of Issuer	Class or Series	Quantity Held	Total Market Value
1.	N.A.			
2.				
3.				



--	--	--	--

List location of all certificates for all corporate holdings and the name(s) and address(es) of the respective broker(s).

	Location of Security Certificates or Other Evidence of Ownership of Securities	Name and Address of Broker(s)
1.	N A	
2.		
3.		
4.		

**Trust Properties**

List all properties or interests held by a trustee on your behalf.

	Description of Assets Held	Location of Assets	Name and Address of Trustee
1.	N A		
2.			
3.			
4.			

**Other Assets**

List all other assets, specifying kind, value and location, and whether solely or jointly owned.

Type of Asset	Description	Sole Owner		Location	Value
		Yes	No		
Interests in other businesses	N A				
Promissory notes, judgment debts	N A				
Loans and mortgages receivable	N A				
Pension plans, registered pension plans, self-administered pension plans, life insurance policies (cash surrender value)	N A				

List all other assets, specifying kind, value and location, and whether solely or jointly owned (e.g. art, jewellery, bullion, coins, cameras, household furniture and appliances, stereos, TVs, computers, crystal, dishwashers, etc.).

Description of Asset	Sole Owner		Location	Value
	Yes	No		
HOUSEHOLD	X		HOME	\$1000
EFFECTS				

**G. Transfer of Property**

Have you given away, sold, assigned or otherwise transferred any property (land, buildings, vehicles, money, household furnishings, etc.) to anyone within the past year? Specify details below.

Description of Property	To Whom Transferred	Date of Transfer	How Much Money, if Any, Was Recovered by You?
N.A.			

**H. Insurance**

List all insurance policies in which you are a named beneficiary, including the insurance company granting the policy, the policy number, the amount, the person insured, the premium and its cash surrender value.

Insurance Company	Policy No.	Amount	Person Insured	Premium	Cash Surrender Value
N.A.					

**I. Parties Who Owe You Money**

List all parties who owe you money.

Name	Address	Reason for Debt	Amount Owing	Status of Court Action, if Any
N.A.				

**J. Inheritances**

List all estates in which you are the beneficiary of an inheritance.

Deceased's Name	Address	Value of Inheritance
N.A.		

**K. Additional Income and Assets**

List all income and assets not itemized above (e.g. legal action claims under insurance policies, etc.).

NA

And I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

DECLARED BEFORE ME at Calgary, Alberta

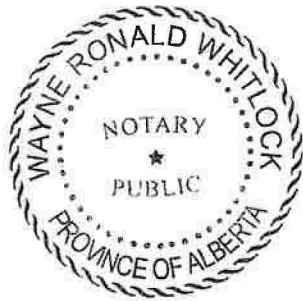
Alberta, on March 6, 2024

John Orndorff  
NAME

[Signature]

A Commissioner for Oaths/Notary Public  
in and for the Province of Alberta

Print Name and Expiry Date



**SCHEDULE "E"**

**(see attached LTO Consent)**

**TO: ALBERTA LAND TITLES OFFICE**

I, John Torode, hereby consent to ATB Financial requesting a Name Search from time to time in accordance with section 17 of the *Land Titles Act*, RSA 2000, c L-4, and section 2(b) of the *Name Search Regulation*, AR 207/99 for the period commencing on March \_\_\_\_, 2024 until the Action against me in Alberta Court of King's Bench Action No. \_\_\_\_\_ has been discontinued by ATB in accordance with the *Alberta Rules of Court*, AR 124/2010.

DATED as of the \_\_\_\_ day of March, 2024.

  
Per: John Torode