

CANADA
PROVINCE OF SASKATCHEWAN

)

Estate No: 23-2654754

COURT FILE NUMBER **Q.B. 872 OF 2020**

COURT OF QUEEN'S BENCH FOR SASKATCHEWAN
IN BANKRUPTCY AND INSOLVENCY

JUDICIAL CENTRE **SASKATOON**

APPLICANT **101100090 SASKATCHEWAN LTD.**

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL
UNDER SECTION 50.4 OF THE *BANKRUPTCY AND INSOLVENCY ACT*, RSC 1985, C.
B-3, AS AMENDED, OF 101100090 SASKATCHEWAN LTD.**

AFFIDAVIT OF DAN POLKINGHORNE

I, **DAN POLKINGHORNE**, of the Town of Watrous, in the Province of Saskatchewan,
MAKE OATH AND SAY:

1. THAT I am the Collections & Overdraft Team Lead for Affinity Credit Union 2013 ("ACU"), a Respondent in this matter. I have personal knowledge of the facts and matters herein deposed to save where stated to be on information and belief, and where so stated, I believe the same to be true.
2. I have worked for ACU or its predecessors for in excess of Thirty (30) years and during much of that time, I have been involved in the sourcing and funding of loans and the collection or other resolution of a wide variety of delinquent loans (personal, agricultural and commercial). I have conducted a review of the ACU records, security documents, applications, approval submissions, files and correspondence related to the ACU loans to the Applicant.

The ACU Loans

3. In July of 2017, the Applicant applied for a revolving line of credit loan from ACU. The loan was approved and ACU issued an offer to finance on July 17, 2017 a copy of which is attached and marked as Exhibit "A". The offer to finance provided for a revolving line of credit in the amount of \$350,000.00 (the "RLOC Loan").
4. The RLOC Loan was evidenced by a Farm/Business Revolving Line of Credit Agreement dated July 17, 2017 (the "RLOC Agreement"). The RLOC Agreement is attached and marked as Exhibit "B".
5. The repayment of the RLOC Loan was secured by the following:
 - (a) A General Security Agreement dated July 17, 2017 (the "2017 GSA") a copy of which is attached and marked as Exhibit "C";
 - (b) the Guarantee and Postponement of Claim made by Ryan Kolibab on July 17, 2017 (the "Kolibab Guarantee"), a copy of which is attached and marked as Exhibit "D";
 - (c) the Guarantee and Postponement of Claim made by Holly Kral on July 17, 2017 (the "Kral Guarantee"), a copy of which is attached and marked as Exhibit "E".
6. The 2017 GSA provides ACU with a security interest in all of the present and after acquired property of the Applicant which would include all accounts receivable and tangible assets. This security interest was perfected by a registration at the Saskatchewan Personal Property registry on July 13, 2017 as registration #1301688983 which expires on July 13, 2022. A copy of the PPSA search dated July 22, 2020 confirms this registration and is attached and marked as Exhibit "F". Save for the priority of Polaris Leasing Ltd with respect to the Continental Cargo trailer, ACU claims first priority to all assets of the Debtor by virtue of a priority agreement entered into between ACU and Business Developmental Bank of Canada.

7. Credit has been advanced pursuant to the RLOC Agreement from time to time and the amount owing on the RLOC Loan as at July 21, 2020 is as follows:

(a) Principal.....	\$ 352,073.50
(b) Interest.....	\$ <u>2,547.81</u>
(c) Total.....	\$ <u>354,621.31</u>

8. The RLOC Loan is payable ON DEMAND. Through its solicitors Leland Kimpinski LLP, ACU made demand upon the Applicant (the “Debtor Demand”) for repayment of the RLOC Loan on June 17, 2020. A copy of the Debtor Demand is attached and marked as Exhibit “G”. The Debtor Demand has not been answered at this time. Contemporaneously, ACU made demand on the Kolibab Guarantee and the Kral Guarantee.

9. On January 16, 2020 the Applicant applied to ACU for a loan in the amount of \$100,000.00 (the “2020 Loan”), the purpose of which was “to bring LOC back within authorized limit”. A copy of the loan application is attached and marked as Exhibit “H”. The 2020 Loan was advanced and credited to the RLOC Loan on January 20, 2020. Just prior to that deposit the RLOC Loan was overdrawn and stood at \$440,020.30.

10. The 2020 Loan was evidenced by a Promissory in the amount of \$100,000.00 (the “2020 Note”). A copy of the 2020 Note is attached and marked as Exhibit “I”.

11. The 2020 Loan was secured by:

- (a) the 2017 GSA; and
 - (b) the existing Guarantee and Postponement of Claim of Ryan Kolibab made on December 21, 2018 in the amount of \$150,000.00 (the “Kolibab 2018 Guarantee”).
- A copy of the Kolibab 2018 Guarantee is attached and marked Exhibited “J”.

12. The 2020 Loan and the 2020 Note are payable ON DEMAND. Demand for payment of the 2020 Loan and 2020 Note was made pursuant to the Debtor Demand. The Debtor Demand has not been met.

13. The amount owing on the 2020 Loan as at July 21, 2020 is as follows:
- | | |
|------------------------|----------------------------|
| (a) Principal | \$ 86,377.17 |
| (b) Interest | <u>\$ 1,728.14</u> |
| (c) Total | <u>\$ 88,105.31</u> |

Applicant's Financial Position

14. Advances pursuant to the RLOC Loan were made on a margin basis. The last deposit made to the operating account which is supported by the RLOC Loan was made on July 9, 2020 in the amount of \$2,442.00. Based upon the ACU margin formula, the authorized limit on the RLOC Loan stands at \$20,087.
15. A list of the tangible assets owned by the Applicant was provided to our solicitors and is attached as Exhibit "K". Based upon my experience sourcing and funding loans and the collection of loans in default, I am of the opinion that ACU would incur a substantial shortfall if the tangible assets were sold today. My opinion is bolstered by my discussions with Loren McDougall of McDougall Auctioneers Ltd. He has reviewed the tangible asset list and informed me by telephone on July 21, 2020 that he would be comfortable with a sale price of \$275,000.00. Given that ACU is owed approximately \$442,000.00 plus costs, a substantial shortfall is anticipated.
16. I have reviewed the Affidavit of Ryan Kolibab sworn July 20, 2020 (the "Kolibab Affidavit") and the Trustee's First Report to the Court (the "Trustee's First Report") including the Cash Flow Reports attached to the Trustee's First Report. I wish to make the following comments on the foregoing documents:
- (a) There is no reference in either document to the value of the Applicant's assets save for the assertion in Paragraph 33 of the Kolibab Affidavit that "... there will be a shortfall to the primary secured creditor....";
 - (b) The projected Cash Flow Statement indicates that the closing balance is less than the opening balance and the Interim Financing has been consumed;

(c) There is nothing in either document to indicate the source of funding for any proposal to the unsecured creditors;

(d) The relief sought by the Applicant provides for the Administrative Charge and the Interim Financing to have priority over the security interest of ACU. The effect of this priority is that ACU funds the proposed re-structuring in the amount of \$200,000.00. This is un-acceptable to ACU;

(e) Contrary to the assertion made in Paragraph 14 of the Kolibab Affidavit, the relief sought by the Applicant for priority of the Administrative Charge and Interim Financing will effectively compromise the ACU debt; and

(f) In response to the assertions made in Paragraph 47 of the Kolibab Affidavit my comments are as follows:

(i) the Applicant does not have the confidence of ACU;

(ii) ACU will be prejudiced by both the Administrative Charge and the Interim Financing to the extent that either or both have priority over ACU; and

(iii) The Trustee's First Report makes no reference to the Interim Financing sought by the Applicant or any recommendation in favour of the Interim Financing.

17. I make this affidavit in opposition to the application made by the Applicant in these proceedings.

SWORN BEFORE ME at the Town)
of Watrous, in the Province of)
Saskatchewan, this 22nd day of)
July, 2020.)

[Signature])
A Commissioner for Oaths/Notary Public)
for Saskatchewan)
My appointment expires: Mar 31, 2025

[Signature]
Dan Polkinghorne

CONTACT INFORMATION AND ADDRESS FOR SERVICE

This document was prepared and delivered by:

Leland Kimpinski LLP
Lawyer in charge of file: Wayne L. Pederson
336 6th Avenue North
Saskatoon, SK S7K 2S5

Telephone: (306) 653-6427
Facsimile: (306) 653-7008
E-mail: wpederson@lelandlaw.ca

The address for service for Affinity Credit Union 2013 is as above.

File #: WP93000.35

This page and the annexed 11 pages form

Exhibit "A"

to the Affidavit of Dan Polkinghorne
sworn before me this 22nd day of July, 2020.

Almabee

A COMMISSIONER FOR OATHS/NOTARY PUBLIC *AL*

for the Province of Saskatchewan

My Commission/Appointment expires: March 31, 2025

(Affix Notary Seal)

July 12, 2017

101100090 Saskatchewan Ltd.
o/a Kolibab Mechanical
3306 Faithful Avenue
Saskatoon, Saskatchewan

(hereinafter called "the Borrower")

Attention: Ryan Kolibab

Dear Ryan:

RE: OFFER TO FINANCE

Affinity Credit Union 2013 (hereinafter called "ACU") is pleased to confirm that your application for financing has been approved subject to the following terms and conditions:

PURPOSE OF LOAN

The financing is being provided to the Borrower to assist in funding the following program:

Financing

Operating Line of Credit \$350,000.00

Total Loans \$350,000.00

SPECIFIC LOAN TERMS

Type: Operating Line of Credit Facility

Amount: \$350,000.00

ACU has established an Operating Line of Credit for the Borrower (the "Operating Line of Credit Facility") to finance day to day working capital requirements of the Borrower arising in the ordinary course of its operations.

The total authorized amount as above on the Operating Line of Credit Facility will be referred to as the Maximum Operating Line of Credit Limit.

At ACU sole discretion and at the request of the Borrower, ACU may issue Letters of Credit or issue Letters of Credit by way of Agent, under the Revolving Line of Credit Facilities. All Letters of Credit issued by ACU shall:

- a) be in a form ACU approves;
- b) provide for payment at site or within a specified period not exceeding one year from its date of issue;
- c) be subject to separate Business Application, Promissory Note, and Standby Credit Agreement;
- d) cause an adjustment to the authorized amount of the applicable authorized Operating Line of Credit within the ACU banking system when issued, cancelled, or drawn upon.

Margin:

Total outstanding of all advances under the Operating Line of Credit Facility plus cumulative face amounts of all Letters of Credit issued by ACU on behalf of the Borrower and all claims having priority to ACU including but not limited to all Potential Preferred Claims and all GST and PST liabilities, will not at any time exceed the total of the following amounts (the "Operating Credit Margin"):

1) **75% of Acceptable Assigned Canadian Trade Accounts Receivable;**

Acceptable Assigned Canadian Trade Account Receivable represents total Canadian Dollar value of the face amount of unencumbered accounts receivable which represent unconditional promises of payment from payees in Canada which are derived from the Borrower's ordinary course of business as determined from the aged listing provided by the borrower, LESS: all accounts with a portion exceeding 10% of the entire account in excess of 90 days aged, accounts due from related/associated companies and/or shareholders, off setting accounts payable, known doubtful accounts, holdbacks, or any accounts receivable in the judgement of ACU are an unacceptable risk.

Potential Preferred Claims represents amounts that may from time to time be owing for wages, employee deductions, workers compensation, sales tax, income tax, overdue rents or any other claims which might rank in priority to any claim of ACU's security, including without limitation, any claims arising under the Bankruptcy Act. In the event the borrower does not provide sufficient information to identify preferred claim liability, ACU reserves the right to estimate an amount in our sole discretion.

Letters of Credit represents amounts issued by ACU upon request from the Borrower to a Beneficiary.

Unencumbered Inventory means inventory carried by the Borrower, excluding inventory on consignment and any inventory which is subject to purchase money security interest or any other claims which would effectively rank in priority to any of ACU's security.

The Borrower shall immediately pay ACU any amount outstanding under the Operating Line of Credit Facility which is in excess of the Operating Credit Margin or the Maximum Operating Line of Credit Limit. ACU shall not be bound or obliged to honour any cheque, order or Borrower-initiated debit transaction or any transaction if advances exceed the Maximum Operating Line of Credit Limit or the Operating Credit Margin. If, however, ACU in its absolute discretion chooses to honour any cheque, order or Borrower-initiated debit transaction or otherwise permits such transaction, the amount by which the advance exceeds the Maximum Operating Line of Credit Limit or the Operating Credit Margin, as the case may be, shall bear interest at the Overdraft Rate posted at the Credit Union and identified in Statements or publications made available to the Borrower. ACU may charge its standard fees for each cheque, withdrawal or item accepted in excess of the Maximum Operating Line of Credit Limit or the Operating Credit Margin as well as an overdraft fee, the amount of such fee to

be determined at the sole discretion of ACU. ACU may also charge a Line of Credit-Out-of-Margin Fee, the amount of such fee as stated within Schedule "B".

It is hereby understood by the Borrower that the Operating Line of Credit authorized amount may be adjusted within the ACU banking system to the lesser of the Maximum Operating Line of Credit Limit and the Operating Credit Margin, at minimum, each margin reporting period.

The Line of Credit is forward margined.

Interest Rate: ACU Prime Rate of Interest as declared from time to time, plus 3.50% per annum (Prime Rate currently 2.70% per annum).

The Overdraft Rate is posted at the Credit Union and identified in Statements or publications made available to the Borrower. A certificate signed by a representative of ACU setting forth the applicable Overdraft Rate at any time shall be conclusive evidence as to the said rate.

Interest is calculated annually on fixed rate loans, not in advance and on an annual basis for floating rate loans.

Repayment: Upon Demand; Until Demand;

Payments of interest only, payable monthly, provided it is also expected that deposits will be made regularly so the Operating Line of Credit Facility fluctuates within its limits.

Security:

- General Borrowing Resolution
- Specific Borrowing Resolution
- Line of Credit Agreement
- 1st Charge General Security Agreement securing all present and after acquired assets of the company, to be registered at Personal Property Registry with postponement obtained from BDC
- Guarantee & Postponement of Claim in the amount of **\$350,000.00** signed by **Ryan Kolibab**
- Guarantee & Postponement of Claim in the amount of **\$350,000.00** signed by **Holly Kral** with independent legal advice

PROPERTY/LIABILITY INSURANCE

The Borrower will be required to insure its real and personal property to the full extent of their insurable value against hazard in respect of which it is usual to insure in its business, with loss under such policies of insurance to be firstly payable to Affinity Credit Union 2013. Certified copies of the insurance policies are to be provided to ACU.

No funds will be disbursed until all the insurance and assignments have been received, reviewed and accepted by ACU.

LIFE/DISABILITY INSURANCE

CUMIS Life/Disability Insurance may be purchased, through ACU, for all individuals /shareholders or guarantors of the subject financing.

Please acknowledge your intention.

We are interested in purchasing **CUMIS** Life/Disability Insurance coverage for this loan. Please provide us with quotes as to the cost of the insurance.

OR

We acknowledge that **CUMIS** Life/Disability Insurance Coverage is available through ACU for the subject financing, however **we elect not to apply for insurance protection on this loan from ACU.**

Signature

Guarantor - Ryan Kolibab

Guarantor - Holly Kral

GUARANTEES

The performance of the Borrower's obligations must be jointly and severally unconditionally guaranteed by the Shareholders of the Borrower. The guarantors are to provide ACU with personal net worth statements annually and whenever requested by ACU and execute a Guarantee and Postponement of Claim in favour of ACU.

Guarantee & Postponement of Claim in the amount of \$350,000.00 signed by Ryan Kolibab

Guarantee & Postponement of Claim in the amount of \$350,000.00 signed by Holly Kral with independent legal advice

In addition, the Guarantors are to execute and deliver the following security for repayment of the loan:

DISBURSEMENT OF LOAN

The following shall govern the disbursement of the loan:

1. The disbursement of this loan shall be conditional upon:

The execution, delivery and registration of the security outlined in this letter in form and terms acceptable to ACU and its legal counsel; and

2. Any financing in addition to the amount of the loan herein required to complete the program must be paid into the Borrower and the same expended as applicable prior to the disbursement of this loan, and that evidence of same be furnished to the satisfaction of ACU.

3. ACU will disburse the loan proceeds at such time as it views appropriate provided same is in accordance with the program.
4. Unless otherwise stated, ACU shall require a minimum of three full business days' prior written notice for each disbursement.

ADVANCES TO BE MADE AT THE DISCRETION OF ACU

Neither the acceptance of this Offer to Finance by the Borrower, nor execution or registration of any security documents, nor the advance of part of the loans contemplated herein shall bind ACU to advance any funds or any un-advanced part thereof, and the advance of any funds or any part thereof from time to time shall be in the sole discretion of ACU.

CONDITIONS AND COVENANTS OF BORROWER

The conditions and covenants of the Borrower as set forth on Schedule "A" attached hereto form part of and are incorporated into this offer.

EVENTS OF DEFAULT

Any default of the terms and conditions of this offer, once accepted, or the terms and conditions of the security taken for the loan, shall constitute an Event of Default, entitling ACU to demand payment of all sums owing to ACU, including interest, and realize on all security taken for the loan.

Without limiting the generality of the foregoing, the Borrower shall be considered in default if:

1. There occurs, in the sole opinion of ACU:
 - a) A material change in risk or an adverse change in the financial condition of the Borrower;
 - b) An unacceptable change in ownership;
 - c) Legal implications detrimental to the affairs of the Borrower.
2. The Borrower is in default under any prior or subsequent loan.

ADDITIONAL CONDITIONS

The following additional conditions must be fulfilled to ACU's satisfaction prior to any disbursement.

1. Account Opening Documents
2. Postponement of BDC PPR registration to be administered by ACU solicitor
3. Pay-out of Canadian Western Bank line of credit to be administered by ACU solicitor
4. Finalized December 31, 2016 company financial statement (received)
5. Confirmation of full payment of any year end amounts owing to Canada Revenue Agency

6. Confirmation of Holly Kral's annual income
7. Quarterly reporting confirming tax remittances are up to date (ongoing)

REVIEW

Without limiting ACU's right to make demand for payment at any time, all Loans and Lines of Credit will be subject to review from time to time at ACU's discretion and at least annually.

PREPARATION OF LEGAL DOCUMENTATION AND EXPENSES

The Security Documents (at the option of ACU) will be prepared by our solicitors in a form necessary to protect the interest of ACU and are not limited to the security documentation outlined. All legal fees, together with all expenses required to register and/or perfect our priority, will be the responsibility of the Borrower, whether the loan is completed or not. Such fees are payable by the Borrower in addition to any processing, application or administration fees payable to ACU and may be paid by ACU from the loan proceeds.

The legal documentation, including the report on title, shall be prepared by our legal counsel, **Brent Hillestad of Leland Kimpinski** all cost of which shall be borne by you and shall be forwarded to your counsel of **to be determined**.

NON-ASSIGNMENT OF OFFER

This offer shall not be assigned, transferred or otherwise disposed of without ACU's prior written consent.

WAIVER OF RECEIPT OF FINANCING OR AMENDMENT STATEMENTS:

The Debtor hereby waives the right to receive a copy of any Financing Statement or Verification Statement pertaining to such security agreement(s).

REPRESENTATIONS AND WARRANTIES

This approval is based upon and is subject to the accuracy of information furnished in connection with the application for this loan or loans. If at any time before the final advance of funds there is or has been any material discrepancy, inaccuracy, or misstatement in any written information, statements or representations at any time made or furnished to us by you or on your behalf concerning the Program or your financial condition and responsibility, ACU shall be entitled, forthwith, to withdraw and cancel our obligations hereunder or decline to advance further funds, as the case may be, and to declare any monies then advanced, with interest, to be forthwith due and payable.

MATERIAL CHANGES

Acceptance of this offer letter provides full and sufficient acknowledgement that if, in the opinion of ACU, any material change in risk or adverse change in the financial condition of the Borrower occurs, or if the Borrower has failed to comply with any of the conditions outlined herein, this shall constitute default, and at the sole discretion of ACU, any amount outstanding may become due and payable on demand, notwithstanding the form or style of the evidence of debt and any commitments by ACU outlined in this letter may be withdrawn or cancelled.

NON-MERGER

The provisions and terms of this offer, shall survive the preparation, execution, and registration of the security for the loan and the funding herein contemplated. There shall be no merger of these provisions with the security granted by the Borrower. ACU's rights under this agreement and any security subsequently granted are cumulative and are in addition to and not in substitution for any right, power or remedy available herein, at law, or in equity.

CONFIDENTIALITY AND EXCLUSIVE USE

This Offer is considered confidential, and for the sole use and benefit of ACU and the parties herein and may not be provided to, used or relied upon by any third party without the written consent of ACU.

COLLECTION, USE, DISCLOSURE AND RELEASE OF INFORMATION

ACU is authorized to obtain credit or other information and may, during the term of the loan, exchange information with any financial institution, credit reporting agency, rating agency, credit bureau, governmental body or regulatory authority, taxing authority, employer, persons with whom the member may have business relations, and anyone with whom the member may have or purpose to have financial dealings. ACU may use the loan information for its internal research and marketing purposes and ACU may contact the member regarding other products and services.

APPLICABLE LAW

This agreement shall be governed and construed in accordance with the laws in force in the Province of Saskatchewan. The member hereby agrees to submit to the jurisdiction of the Province of Saskatchewan.

OFFER OF FINANCING

This offer to finance is open for acceptance until **July 31, 2017**. Failure to provide ACU with your signed acceptance on the attached copy of this letter by the above date will make this offer null and void. Acceptance of this offer authorizes ACU to provide the Borrower's Accountant with a copy of this "Offer to Finance", and also constitutes our authority to instruct our Solicitors to prepare the necessary documentation.

LAPSE

If this offer is accepted, it will lapse within one year, unless security has been furnished and the credit drawn upon, or an extension of the lapsing date is negotiated and agreed to in writing, and will require the payment of an appropriate fee.

Yours truly,

AFFINITY CREDIT UNION

Chris MacLean
Commercial Account Manager
/sm

ACCEPTANCE

Accepted and agreed to this 13 day of July, 2017.



**101100090 Saskatchewan Ltd.
Operating as Kolibab Mechanical**

By: President/owner
Position

GUARANTORS:

We, the undersigned, as Guarantors declare that we have examined the terms and conditions of this Offer and agree to the terms and conditions as specified herein.

[Signature]
Witness

[Signature]
Ryan Kolibab

[Signature]
Witness

[Signature]
Holly Kral

SCHEDULE "A"

UNDERLYING CONDITIONS AND COVENANTS OF BORROWER

All covenants and agreements herein shall remain in force for the benefit of ACU at all times. Any alteration must be approved by ACU in writing.

The Borrower, by accepting this Offer, covenants and agrees with ACU as follows:

Financial Covenants

TO pay the loan, including all principal and interest, in the manner and on the terms and conditions set forth above, and to observe and perform all of the terms and conditions set forth in this agreement, and in the security taken for the loan.

TO well and truly keep, preserve and perform and fulfil all terms, covenants, conditions, provisos and agreements contained herein, and in the security taken for the said loan, as well as all covenants, provisos, conditions and terms of any agreement taken herewith.

ON loans repayable on a floating rate basis, instalment payments may fluctuate according to changes in the Prime Rate of Interest as declared by ACU from time to time, and agrees to pay the adjusted and fluctuating payments upon notice from ACU. The Borrower also authorizes ACU to adjust automatic debits to reflect the changes in the Prime Rate of Interest from time to time.

TO maintain a minimum current ratio of 1.2:1.

TO maintain a minimum DSC of 1.50:1.

TO maintain a maximum Debt to Equity of 4:1.

TO carry on its regular banking business with Affinity Credit Union 2013.

Reporting Requirements:

TO provide Personal Net Worth Statement(s) of the Principal or Principal(s) of the Borrower, as well as that of the Guarantor(s) if any, to the Credit Union as may be requested, but in any event, at least annually.

TO deliver to ACU such financial and other information as ACU may reasonably request from time to time, including but not limited to the following:

- Independently-prepared Notice to Reader Financial Statements from a CA/CPA deemed acceptable to ACU, in a format acceptable to ACU, annually within 120 days of the Borrower's fiscal year end;
- Personal guarantors will provide to ACU, upon request, within 20 days, copies of their latest personal income tax returns (including all schedules and attachments, thereto, and including Notice of Assessments) along with a fully completed Personal Financial Profile document in a format acceptable to ACU

- Internally prepared interim financial statements to ACU monthly within 25 days of period end in a format acceptable to ACU;
- Margin reporting within 25 days of period end (Margin Reporting Period) consisting of: Margin Reports, Aged A/R Listings, Aged A/P Listings/Inventory Information/Borrowing Limit Certificate/Other info in a format acceptable to ACU;
- Quarterly tax remittances ensuring accounts are up to date

IN the event the requirements are not complied with, that ACU at its discretion, may apply charges as specified in this letter under the processing and administration fees (see Schedule "B").

Other Covenants:

TO not change or alter its capital structure, create any subsidiary, amalgamate, consolidate or merge with any other company.

TO not declare or pay dividends on its capital stock or redeem any shares or securities in excess of \$84,000 per annum.

TO not change the general nature of the business.

TO not create or assume any additional indebtedness, outside the normal trade credit of the business.

TO not sell, remove, lease or agree to lease, or otherwise dispose of any part of the machinery, equipment, fixtures and chattels forming part of the assets charged to ACU.

TO promptly notify ACU if the Borrower changes its principal place of business, or the location of the inventory or equipment, or the location of the office where it keeps its records respecting the accounts receivable, or acquires other places of business.

THAT no material change may be made in this program without the prior written consent of ACU.



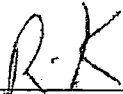
Initial for Acceptance of Schedule "A"

Schedule "B" - Processing and administration fees

All commercial credits are subject to the following charges (subject to change without notice):

- Application Fee - **\$3,500.00**
- Documentation Administration Fee - **As per ACU standard rates and fees**
- Late receipt of Annual Financial Statement - **\$250.00** per month.
- Breach of Terms/Conditions/Covenants - **\$250.00** per month
- Security Documentation Registration Fee - **As per ACU standard rates and fees**
- Monthly Margining Fee - **\$150.00**
- Line of Credit Out of Margin - **\$250.00**
- Late receipt of Monthly Margin Reports of **\$25.00** per month.
- Credit Excess/Overdraft Fee - in the event, at the sole and absolute discretion of ACU, any cheque(s) or withdrawal(s) is honoured such that an overdraft of the authorized limit occurs, the account will be subject to a minimum fee of \$5.00 per item.

Without limitation, all legal fees, security registration, third party reports (examples: appraisal costs, environmental reports, progress draw certification costs, etc.), maintenance and reviewing costs, Land Titles and PPSA Searches are the responsibility of the Borrower.



Initial for Acceptance of Schedule "B"

This page and the annexed 6 pages form
Exhibit "B"
to the Affidavit of Dan Polkinghorne
sworn before me this 22nd day of July, 2020.

[Handwritten Signature]

A COMMISSIONER FOR OATHS/NOTARY PUBLIC *xx*

for the Province of Saskatchewan

My Commission/Appointment expires: March 31, 2025

(Affix Notary Seal)

**FARM / BUSINESS
REVOLVING LINE OF CREDIT AGREEMENT**

Name(s) of Borrower(s) In Full

101100090 Saskatchewan Ltd.

Operating as Kolibab Mechanical

3306 Faithfull Avenue,

Saskatoon Sk S7K 8H1

("You", "Yours" or "the Borrower")

IN CONSIDERATION OF Affinity Credit Union 2013

(name of Credit Union or Caisse Populaire)
(the "Credit Union")

agreeing to lend to the Borrower sums of money by way of a revolving line of credit not to exceed the principal sum of
(\$ 350,000.00) Three Hundred and Fifty Thousand Dollars

INSERT
CREDIT
LIMIT
HERE

(the "Authorized Limit")

upon the terms and conditions hereinafter set forth, THE BORROWER COVENANTS AND AGREES WITH THE CREDIT UNION AS FOLLOWS:

1. ADVANCES

Any portion of the line of credit from time to time available to the Borrower may be accessed by the Borrower by issuing orders drawn on the Credit Union, ("cheque" or "cheques") or by any other authorized member initiated debit transaction (all of which shall be considered an advance or a loan to the Borrower on the line of credit subject to the terms of this agreement).

2. ADVANCES NOT TO EXCEED AUTHORIZED LIMIT

Advances are not to exceed the Authorized Limit and the Credit Union is not bound or obliged to honor any cheque or permit any transaction, if by doing so the loan exceeds or would after such payment or transaction exceed the Authorized Limit. If however, the Credit Union in its absolute discretion chooses to do so the amount of such cheque or transaction shall be considered an overdraft and bear interest at the Overdraft Rate. It is expressly understood that the Credit Union shall be under no obligation to honor any such cheque or permit any such transaction and that any decision to allow the same shall be in the sole and absolute discretion of the Credit Union. The Borrower further acknowledges that no agreement either expressed or implied shall separately result from or be implied from any decision by the Credit Union to honor any such cheque or permit any such transaction, and that any such decision shall not in any way affect or prejudice the rights of the Credit Union to thereafter refuse to permit any such transaction or honor any such cheque.

3. INTEREST

The Borrower agrees to pay interest to the Credit Union on all amounts advanced up to the Authorized Limit, as well after as before maturity, default or judgment as follows:

Complete
(a), (b) or
(c)

(a) **Floating Rate of Interest:** at the rate of interest equal to the Prime Rate of Interest of the Credit Union declared from time to time, plus 3.50 % per annum.

(b) **Floating Rate of Interest with Minimum:** at the rate of interest equal to the Prime Rate of Interest of the Credit Union declared from time to time, plus _____ % per annum provided such rate of interest shall not be less than _____ % per annum at any time.

At the date of making this agreement the Prime Rate of Interest of the Credit Union is 2.95 % per annum.

(c) **Fixed Rate of Interest:** at _____ % per annum.

4. ACCRUAL AND PAYMENT OF INTEREST

All interest accrues daily and is payable on the last day of each and every month during which there are sums outstanding and owing hereunder, provided if interest is not paid as required the Credit Union is hereby authorized and directed to advance such sums on the line of credit as may be required to pay the interest and such advance shall be considered an advance or loan on the terms of this line of credit and shall bear interest at the applicable rate from the date of such advance.

5. **OVERDRAFT RATE**

If for any reason advances exceed the Authorized Limit at any time the Borrower shall pay interest on all amounts exceeding the Authorized Limit (the "Overdraft Amount") as well after as before maturity, default or judgment at the rate applicable to over-drafts as declared from time to time by the Credit Union (the "Overdraft Rate"). The Overdraft Rate is payable on the Overdraft Amount for so long as the line of credit exceeds the Authorized Limit. The Overdraft Rate is posted at the Credit Union and identified in Statements or publications made available to the Borrower. A certificate signed by a representative of the Credit Union setting forth the applicable Overdraft Rate at any time shall be conclusive evidence as to the said rate.

6. **COMPOUND INTEREST ON DEFAULT**

On default of payment of any sum to become due for interest at any time appointed for payment compound interest shall be payable thereon, and the sum in arrears for interest from time to time, as well after as before maturity, default and judgment, shall bear interest at the rates aforesaid compounded monthly.

7. **NOMINAL RATE**

The nominal rate method of interest calculation shall apply to the calculation and payment of interest under this agreement and the Credit Union shall not be deemed to reinvest any interest from time to time received hereunder.

8. **ADVANCES AND DEPOSITS**

All sums advanced to the Borrower on the line of credit shall be debited to the line of credit and interest shall be charged on all sums from the date of the advance. All sums paid by the Borrower or deposited into the Borrower's line of credit or linked deposit account shall be credited on the date of receipt of funds. Where the line of credit is linked to a deposit account all credits and debits shall be handled by means of electronic funds transfer and to the extent necessary the Borrower hereby authorizes such electronic funds transfer. All deposits and electronic funds transfer to the line of credit are a payment on the line of credit and for the purpose of *The Personal Property Security Act* constitute a debtor initiated payment. If any cheque deposited to the account is subsequently dishonored for any reason, any such payment shall for all purposes be treated as not having been made and interest shall continue to accrue and be recalculated on the full amount of the loan.

9. **REPAYMENT**

The Borrower agrees to repay all advances on the line of credit together with all interest thereon; *ON DEMAND*. A demand shall terminate any obligation of the Credit Union to make further advances to the Borrower on the line of credit. It is also acknowledged and agreed that the Borrower shall have the right to repay all sums due on the line of credit including interest at any time without notice, bonus or penalty.

10. **CONVERSION OF EXISTING LINE OF CREDIT**

In the event the Borrower has an existing line of credit which is intended to be replaced by this agreement, the existing line of credit will be converted to and be governed by the terms of this agreement. Everyone who signs this agreement understands and agrees that the present balance owing, as well as any future amounts advanced under this agreement, will be considered to be amounts advanced under this agreement, and agrees to pay all such advances with interest as provided for in this agreement. In addition it is agreed that all terms and conditions set forth in the original security taken for the amounts advanced under the existing line of credit, except as may be amended by this agreement or any other amendment agreement executed in conjunction with this agreement, shall continue in full force and effect and nothing herein is intended to or shall have the effect of discharging, merging, replacing or rendering unenforceable the original security taken for the amounts advanced under the existing line of credit agreement, and all such security shall apply to and secure advances made under this agreement. Any default under this agreement shall be deemed to be a default under the security.

11. **TERMINATION**

This agreement shall also terminate at the option of the Credit Union:

(a) immediately, **without notice**, if the Borrower is in arrears on any Credit Union loan, becomes insolvent, commits an act of bankruptcy or upon the death of the Borrower

Or

(b) **By notice** to the Borrower indicating the date of termination, provided that the parties agree that the Credit Union shall not in any event, be required to give more than seven (7) days notice of such termination. If the Credit Union gives notice of termination it may restrict advances or require other special arrangements be made in order to continue to honor cheques or allow transactions prior to the date of termination.

On termination all sums owing including interest are immediately due and payable. In the event of non-payment, the Credit Union may realize on all security granted by the Borrower. In any case, the Credit Union shall not be obliged or required to honor any cheque or allow any transaction after the date of termination of this agreement.

12. REVIEW DATE

The Line of Credit may, at the option of the Credit Union, be reviewed at a date specified ("the Review Date") in any application for loan or commitment letter and thereafter as frequently as may be required by the Credit Union. At the Review Date the Credit Union may modify or vary the terms of the Line of Credit, including reducing the Authorized Limit and the Borrower agrees to execute such documents as may be required to give effect to this provision including a new Revolving Line of Credit Agreement or such Amendment or Conversion Agreement as may be required. In the event the Credit Union requires execution of a new Revolving Line of Credit Agreement the balance outstanding on this agreement as well as any future advances shall be treated as and considered to be advances under the new Revolving Line of Credit Agreement and be due and payable in accordance with the terms of the new Revolving Line of Credit Agreement or Amendment Agreement.

13. LIMIT OF AGGREGATE AMOUNT ADVANCED OR REDUCE AUTHORIZED LIMIT

In addition to the rights of the Credit Union at the Review Date the Credit Union shall have the right at any time during the currency of this agreement, by notice to the Borrower, to limit the aggregate amount to be advanced hereunder or to reduce the Authorized Limit. The Credit Union shall also have the right to limit advances as provided for in paragraph 16 hereof.

14. SERVICE OF NOTICES

Unless otherwise specifically stated, service of any notice under this agreement may be made on the Borrower either personally or by forwarding a letter to the Borrower by ordinary post to the address of the Borrower listed in the Credit Union's records. A notice sent by post shall be deemed to have been received by the Borrower forty-eight (48) hours after it was posted.

15. USE OF ADVANCES

The Borrower agrees to use the advances made on the line of credit agreement in accordance with the purposes as represented to the Credit Union on the application for credit.

16. MARGIN LIMITS

The Borrower shall not permit the loan to exceed the loan limit nor any margin requirement which may be imposed by the Credit Union. The Credit Union may refuse to honour any cheque, permit any withdrawal or pay any other item if the loan exceeds, or would exceed, the loan limit, or cause a margin requirement to be exceeded on the date of such cheque, withdrawal or other item being presented to the Credit Union for payment. Notwithstanding the above, this Agreement shall continue to apply to the loan and to the Borrower to any amounts in excess of the loan limit.

In the event that the amount of the loan exceeds the loan limit and/or margin requirement, the Credit Union may charge its standard fees for each cheque, withdrawal or item accepted in excess of the loan limit and/or margin requirement, as well as an overdraft fee, the amount of such fee to be determined at the sole discretion of the Credit Union.

17. FINANCIAL REPORTS

The Borrower shall provide the Credit Union with financial reports showing, among other things, the value of inventory owner and accounts receivable outstanding. The financial reports shall be provided at such times in such manner as the Credit Union may request. Unless the Credit Union shall otherwise advise in writing, the financial reports shall be provided monthly/ quarterly / annually. The Borrower agrees to provide such further financial or other reports or information as the Credit Union may require from time to time.

18. LIEN ON SHARES AND DEPOSITS

The Borrower acknowledges that the Credit Union has a lien upon any share held by the Borrower and any amount standing to the credit of the Borrower or his legal representative with the Credit Union for amounts due on the line of credit and that the Credit Union may enforce the lien in any manner and apply any monies to the credit of the Borrower toward payment of the amount due by the Borrower to the Credit Union on the line of credit.

19. SECURITY GRANTED

The security hereby granted by the Borrower together with any substituted security that may be granted by the Borrower to the Credit Union in the future shall be held by the Credit Union as a continuing security for the payment and satisfaction of all debts and liabilities which are now or at any time hereafter due, owing or incurred by the Borrower under this agreement and notwithstanding any fluctuation or change in the amount, nature or form of the indebtedness and any ultimate unpaid balance and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again. The Borrower agrees to execute such additional security documents as may be necessary to give further effect to this provision. Any such documents taken shall be in addition to this agreement and shall not merge with or otherwise affect the enforceability of this agreement. No right or remedy of the Credit Union under this agreement or which the Credit Union may have at law shall be exclusive of or dependent upon any right, remedy or agreement but any one or more of such rights, remedies or agreements may from time to time be exercised independently or in combination. The Borrower shall also agree to deliver forthwith to the Credit Union such additional security as may be required by the Credit Union, from time to time, and in the event of failure by the Borrower to do so, the Credit Union may in its discretion cease or refrain from

making further loans or advances to the Borrower under this agreement or limit the aggregate amount to be advanced hereunder or reduce the Authorized Limit.

20. REMEDIES ON DEFAULT

If the Borrower shall make default in payment of the amounts advanced on the line of credit or fail to perform any covenant or condition required herein, the Credit Union shall be entitled to exercise all rights or remedies available to it by law for collection of all sums outstanding herein, including seizure and/or sale of all property pledged as security for this agreement. All monies realized by the Credit Union from any security granted by the Borrower shall be applied in repayment of the amount owing under this agreement. The Borrower shall be liable for and forthwith pay any deficiency remaining after realization of any such security.

21. PROVISIONS SEVERABLE

Each provision of this agreement is distinct and severable. If any provision is found to be invalid or unenforceable, in whole or in part, the determination will only affect that provision and will not affect the validity or enforceability of the remaining provisions of this agreement.

22. ADVANCES THROUGH ERROR

In the event that the Credit Union advances to or for the Borrower sums through error, through any other agreement or other-wise, the terms of this agreement shall apply to such advance unless otherwise agreed.

23. CORPORATE WAIVER OF PROVISIONS

And it is further agreed that the following paragraph applies only if the Borrower is a corporation body, in which case the Borrower also covenants and agrees with the Credit Union:

- (a) That *The Land Contracts (Actions) Act* of the Province of Saskatchewan shall have no application to any action, as defined in That *The Land Contracts (Actions) Act*, with respect to this agreement;
- (b) That *The Limitation of Civil Rights Act* of the Province of Saskatchewan shall have no application to this agreement, any charge or other security for the payment of money made, given or created by this agreement or any agreement renewing or extending this agreement and shall in no way limit the rights, powers or remedies of the Credit Union granted herein.

24. APPLICABLE LAW

This agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the Province of Saskatchewan.

25. OBLIGATIONS, JOINT AND SEVERAL

This agreement shall enure to the benefit of and be binding upon the parties hereto, their respective successors, heirs and assigns. If more than one Borrower executes this agreement, the obligation of each Borrower hereunder shall be joint and several.

26. ELECTRONIC DOCUMENTS AND SIGNATURE

This document may be signed and delivered electronically or by other similar means and may be executed in counterparts, all of which shall be as effective as if signed and delivered as one original document with original signatures.

27. HEADINGS AND MARGINAL NOTES

The Borrower covenants and agrees with the Credit Union that the headings and marginal notes are included in this agreement only for convenience, and do not form part of the covenants, provisos and agreements herein contained.

28. ADDITIONAL TERMS AND CONDITIONS

The additional terms and conditions set forth on the Schedule(s) hereto shall form part of and are incorporated into this agreement.

29. PRIVACY

Credit Union and Privacy legislation prescribe and restrict the use of personal, financial or credit information (Information) without consent. To obtain details about Credit Union policies and procedures for protecting privacy of information and Customer rights please contact the Credit Union, Attention: Privacy Officer.

Where an electronic signature is available and used, the person using the electronic signature is adopting such signature and authorizes it to be attached to or associated with this document.

IN WITNESS WHEREOF the Borrower has hereunto signed, sealed and delivered this agreement this 17th
day of July, 2017, at Saskatoon, Saskatchewan.

WITNESS

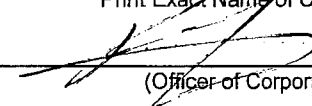
IF BORROWER IS AN INDIVIDUAL OR PARTNERSHIP

SIGNATURE OF BORROWER(S)

IF BORROWER IS A CORPORATION, BOARD OF
EDUCATION, MUNICIPALITY OR REGIONAL HEALTH
AUTHORITY, ETC.

101100090 Saskatchewan Ltd.

Print Exact Name of Corporation

By: 
(Officer of Corporation)

By: _____
(Officer of Corporation)



NAME OF BORROWER

101100090 Saskatchewan Ltd.

ADDRESS

3306 Faithfull Avenue, Saskatoon, Saskatchewan

POSTAL CODE

S7K 8H1

SCHEDULE OF ADDITIONAL TERMS AND CONDITIONS

The Schedule forms part of and is incorporated into the Revolving Line of Credit Agreement dated _____
of _____ (month) _____ (year) _____ (day)

This page and the annexed 8 pages form
Exhibit "C"
to the Affidavit of Dan Polkinghorne
sworn before me this 22nd day of July, 2020.

[Handwritten Signature]

A COMMISSIONER FOR OATHS/NOTARY PUBLIC *[initials]*

for the Province of Saskatchewan

My Commission/Appointment expires: March 31, 2025

(Affix Notary Seal)

GENERAL SECURITY AGREEMENT

1. SECURITY INTEREST

Name and Address of Debtor(s) in full:

NAME	ADDRESS	POSTAL CODE
101100090 Saskatchewan Ltd.	300 110 21st Street East, Saskatoon Sk	S7K 0B6

(the "Debtor")

For valuable consideration, the Debtor hereby **GRANTS, CHARGES AND RESERVES** to:

Affinity Credit Union 2013

(name of Credit Union or Caisse Populaire)

(the "Credit Union")

A SECURITY INTEREST (the "Security Interest"), IN ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PROPERTY, (all of which property, together with all cash and non-cash proceeds thereof, is herein referred to as the "Collateral").

2. MEANING OF TERMS

The terms, "Goods, Fixtures, Inventory, Equipment, Accounts, Money, Chattel Paper, Intangibles, Documents of Title, Instruments, Investment Property, Fixtures, Accession and Proceeds" whenever used herein, shall have the respective meanings ascribed to each such term in *The Personal Property Security Act, 1993*, as amended from time to time. The term "Investment Property" in this agreement shall not be limited to the principal amount or face amount of the Investment Property or any proceeds realized from the sale or realization of the Investment Property, and shall include any and all accrued interest or any other payments or dividends that may accrue or otherwise be paid on or to the benefit of the said Investment Property, or in whose name the Investment Property is indicated and any increase in value of the Investment Property.

3. SECURITY INTEREST EXTENDS TO PROCEEDS

The Debtor hereby agrees that the Security Interest granted herein extends to all cash and non-cash Proceeds of the Collateral of whatever nature and kind, and includes any interest earned on or any dividend or payment made in relation to the Collateral. The Security Interest shall not apply or extend to the last day of the term of any lease, but upon Default the Debtor shall stand possessed of such last day in trust to assign the same as the Credit Union may direct.

4. INDEBTEDNESS SECURED

The Security Interest granted by the Debtor to the Credit Union secures the performance or payment and satisfaction of any and all obligations, indebtedness and liability of the Debtor to the Credit Union (including interest thereon), present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, where-so-ever and howsoever incurred and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again, and whether the Debtor be bound alone or with another or others, and whether as principal, surety or guarantor (the "Indebtedness"). The term "Agreed Rate" shall mean the rate of interest payable under the document(s) evidencing the Indebtedness and in the event any such documents bear differing rates of interest the term "Agreed Rate" shall mean the highest of such rates of interest.

5. PROCEEDS OF COLLATERAL HELD IN TRUST

Before or after Default under this agreement, the Credit Union may notify any debtor of the Debtor on an Intangible, Chattel Paper or Account, or any obligor on an Instrument (collectively, called the "Account Debtor") to make all payments on Collateral to the Credit Union. The Debtor acknowledges that the proceeds of all sales, or any payments on or other proceeds of the Collateral, including but not limited to payments on, or other proceeds of, the Collateral received by the Debtor from any Account Debtor, whether before or after notification of this Security Interest to such Account Debtor and whether before or after Default under this agreement, shall be received and held by the Debtor in trust for the Credit Union and shall be turned over to the Credit Union upon request. The Debtor agrees that it will not commingle any proceeds of or payments on the Collateral with any of the Debtor's funds or property, but will hold them separate and apart.

6. APPLICATION OF MONIES RECEIVED

All monies collected or received by the Credit Union from or with respect to the Collateral shall be applied on account of the Indebtedness in such manner as the Credit Union deems best, or at the option of the Credit Union, may be held unapplied in a Collateral account, or released to the Debtor, all without prejudice to the rights of the Credit Union.

7. COVENANTS OF THE DEBTOR

The Debtor covenants and agrees:

- (a) To defend the Collateral against all claims and demands of all persons claiming the Collateral or an interest therein at any time;
- (b) Upon demand, to furnish in writing, all information requested concerning the Collateral and permit the Credit Union, from time to time, to inspect the Collateral, and for such purpose to enter the premises of the Debtor;
- (c) To give the Credit Union thirty (30) days notice of any intended change of name of the Debtor;
- (d) Upon demand, to do, execute, acknowledge and deliver such financing statements and further assignments, transfers, documents, acts, matters and things (including further schedules hereto) as may be reasonably requested by the Credit Union with respect to the Collateral in order to give effect to this agreement including but not limited to any forms or agreements as may be required by the Saskatchewan Crop Insurance Corporation or its successor and to pay all costs for searches and filings;
- (e) To pay any taxes, rates, liens, rents, charges, encumbrances, claims or any other payments relating to the Collateral; in the event that the Debtor should fail to pay the same, the Credit Union may pay the same, but shall not be obligated to do so, and any such payments made by the Credit Union, together with all costs, charges and expenses which may be incurred, shall forthwith be repayable by the Debtor to the Credit Union and until repaid shall be added to the Indebtedness hereby secured and shall be a charge upon the Collateral and bear interest at the Agreed Rate;
- (f) To reimburse the Credit Union for any costs or expenses, including legal fees on a solicitor and client basis, incurred by the Credit Union in enforcing this agreement or realizing upon its Security Interest and such costs, until paid, shall form a charge upon the Collateral and bear interest at the Agreed Rate. Provided in the event *The Saskatchewan Farm Security Act* or *The Cost of Credit Disclosure Act, 2002*, as may be amended or replaced from time to time, applies to this agreement, the costs, expenses and fees chargeable to the Debtor shall be limited to those allowed under that Act;
- (g) To keep the Collateral continuously insured with such carriers and in such amounts, and against such risks and with such loss payable clause as may be required by the Credit Union. All policies of insurance shall provide for ten (10) days written notice of cancellation by the insurer to the Credit Union, and the Credit Union shall be furnished with satisfactory evidence of compliance with the foregoing. In the event of loss, the Credit Union shall have full power to collect any and all insurance upon the Collateral, and then to apply the same at its option to any obligation secured hereby, whether or not matured, or to the restoration or repair of the Collateral;
- (h) To prevent the Collateral from being or becoming attached as an accession to other property not subject to the Security Interest;
- (i) To ensure that the Collateral has not been or will not be attached to real estate property in such manner as to become a Fixture, without the prior written consent of the Credit Union;
- (j) To immediately advise the Credit Union if the Collateral is damaged, destroyed, expropriated or stolen;
- (k) To immediately reduce, by an amount set by the Credit Union, the Indebtedness, in the event the Collateral shall deteriorate in value;
- (l) Not to remove, or permit the removal of, the Collateral from the Province of Saskatchewan without prior written consent of the Credit Union;
- (m) To deliver to the Credit Union any proceeds of Collateral evidenced by Instruments or Chattel Paper;
- (n) Except as herein provided, to not sell, lease or dispose of any Collateral or any interest therein, without the prior written consent of the Credit Union;
- (o) To keep the Collateral in good order, condition and repair and not to use Collateral in violation of the provisions of this Security Agreement or any other agreement relating to Collateral or any policy insuring Collateral or any applicable statute, law, by-law, rule, regulation or ordinance;
- (p) To keep the Collateral free of all liens, encumbrances, or Security Interests except the Security Interest granted herein or such other Security Interests as may be approved in writing by the Credit Union prior to their creation.

In the event the Debtor carries on a farm or agricultural operation the following provisions will also apply:

- (q) To attend to and care for the Collateral; do all other acts which may be necessary to raise and fatten livestock and to grow, cultivate, spray, irrigate, cut, harvest, pick, clean, preserve and protect Crops, all according to the most approved methods of farming husbandry and to keep the farm on which the Collateral is located free of noxious weeds and grasses; maintain the present buildings and improvements on the said farm in good condition and repair;
- (r) To provide suitable range, pasture, and feed for all livestock and care for and protect them from disease, damage, injury, death, destruction by weather, wild animals, theft or other cause;
- (s) To market such livestock as the Credit Union shall authorize or direct;
- (t) To pay, when due, all obligations incurred for labour or material or otherwise in care or feeding or shearing of such livestock;
- (u) That all proceeds and right to payment from the sale of crops, grains and Inventory are hereby assigned to the Credit Union, and the Debtor agrees to deliver to the Credit Union the Debtor's Canadian Wheat Board Producer's permit book, if so requested by the Credit Union;

- (v) To assign and transfer to the Credit Union all the Debtor's right, title and interest to indemnity under any contract of crop insurance with the Saskatchewan Crop Insurance Corporation or any other insurer;
- (w) To allow the Credit Union, at its election, to enter upon the Debtor's lands and do all such things for the production, harvesting, storage and marketing of Crops as it shall deem proper. All of the Debtor's tools, animals, machinery and Equipment and all buildings on any of the Debtor's lands shall be available for the Credit Union's exclusive use for any of these purposes;
- (x) To allow the Credit Union, at its election, to enter upon any lands where any of the livestock may be situate and take and retain possession of such livestock, doing all things that the Credit Union shall deem necessary or appropriate for the carrying or disposition thereof, including but not limited to, caring for, protecting, feeding, lambing, shearing, running, preparing for market and marketing all or any of such livestock. For any of such purposes, the Credit Union shall have the exclusive use of the Debtor's farming outfit, whether or not part of the Collateral, including but not limited to his feed, range, barns, sheds, corrals, machinery, tools and Equipment; and
- (y) That the security interest in Crops attaches all future Crops to be grown on the land mortgaged by way of a real property mortgage executed in conjunction with or collateral to this security agreement and any renewals thereof.

8. REPRESENTATIONS AND WARRANTIES

The Debtor represents and warrants:

- (a) The Collateral is real and genuine;
- (b) The Debtor is entitled to create the Security Interest granted hereunder; and
- (c) The Security Interest created hereunder is and will remain a charge upon the Collateral in priority to all Security Interests except those expressly agreed to by the Credit Union.

9. EVENTS OF DEFAULT

The happening of any one of the following events or conditions shall constitute default hereunder ("Default"):

- (a) If the Debtor should fail to pay any part of the Indebtedness, or any other liability to the Credit Union, when due, or fail to perform or observe any other covenant or condition contained in this agreement or contained in any other agreement with the Credit Union;
- (b) If any representation or warranty made by the Debtor herein or in any loan application or financial statement given by the Debtor to the Credit Union is found to be incorrect;
- (c) If, without the consent of the Credit Union, the Debtor sells, transfers, assigns, or in any way parts with possession of, or removes from the Province of Saskatchewan, the Collateral, or attempts or intends to do any of the same;
- (d) If any execution, judgment or other process of Court shall become enforceable against the Debtor, or if a distress or analogous process should be levied upon the property of the Debtor, or any part thereof, or if a receiver or trustee be appointed for the Debtor or the Debtor's assets;
- (e) If any other party claiming a security interest, charge, mortgage or lien on the Collateral enforces or takes steps to enforce its security against the Collateral;
- (f) If, in the opinion of the Credit Union, upon commercially reasonable grounds, its Security Interest in the Collateral is endangered;
- (g) If the Debtor should become insolvent or bankrupt or is the subject of a petition in bankruptcy or makes a general assignment in bankruptcy for the benefit of creditors or otherwise acknowledges insolvency, or if a corporation, fails to maintain its corporate existence;
- (h) If an individual, the death of the Debtor or a declaration of incompetency by a Court of competent jurisdiction with respect to the Debtor; or
- (i) If the Debtor has ceased to carry on or abandoned his business.

10. USE OF COLLATERAL

Until Default, the Debtor:

- (a) Shall generally be entitled to possess, operate, collect, use and enjoy the Collateral in any manner not inconsistent with the terms hereof.
- (b) Where the Collateral is used in a Farm Business, may retain possession of the Collateral and harvest, process and store and use in any lawful manner not inconsistent with the agreement herein or with the terms and conditions of any policy of insurance thereon and may use and consume any hay, grain, food, forage, fodder or Crops covered hereby in preserving and preparing for market any livestock in which the Credit Union has a security interest.
- (c) May sell Inventory in the ordinary course of business provided that:
 - (i) All sales shall be on commercially reasonable terms;
 - (ii) All cash proceeds of sales shall immediately be deposited with the Credit Union;
 - (iii) The proceeds of any such sales may, at the option of the Credit Union, be applied to the Indebtedness; and
 - (iv) The Credit Union may collect the proceeds of any Accounts and other non-cash proceeds of sale, and at its discretion, sell or dispose of any or all of the proceeds of the said sale without notice to the Debtor.

A "sale in the ordinary course of business" does not include a transfer in partial or total satisfaction of a debt or any bulk sale.

11. ACCELERATION OF INDEBTEDNESS ON DEFAULT

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

12. REMEDIES ON DEFAULT

Upon Default, in addition to any other rights or remedies it may have at law, the Credit Union may:

- (a) By its officers, employees or agents, and at any time during the night or day, enter lands or premises where the Collateral or any part thereof may be, for the purpose of taking possession or removing the Collateral and, if necessary, may enter buildings or enclosures where-so-ever the Collateral may be found;
- (b) Without notice to the Debtor, seize, collect, realize, sell, lease, borrow money on the security of, release to third parties, use in any manner and for whatever purposes the Credit Union determines, or otherwise deal with the Collateral or any part thereof in such manner and upon such terms and conditions and at such times as it deems advisable;
- (c) At its option, elect to retain all or any part of the Collateral in satisfaction of the obligations of the Debtor under this agreement then outstanding provided that the Credit Union shall not be deemed to have so elected, unless notice in writing to that effect is served upon the Debtor; and;
- (d) By instrument appoint a receiver or a receiver manager (the "Receiver") of the Collateral and the undertaking of the Debtor or any part thereof and of the rents and/or profits derived there from and with or without security, and may from time to time by similar writing remove any Receiver without appointing another in his stead and the Credit Union may apply to a Court of competent jurisdiction for such appointment and removal.

13. APPOINTMENT OF RECEIVER

The following provisions shall apply to and upon the appointment of a Receiver by the Credit Union:

- (a) A statutory declaration of an officer or other duly authorized representative of the Credit Union as to Default under this agreement shall be conclusive evidence thereof for the purposes of the appointment of such Receiver;
- (b) Every such Receiver shall be the irrevocable agent or attorney of the Debtor (whose appointment as such shall be revocable only by the Credit Union) for the collection of all rents and profits falling due and becoming payable in respect of the Collateral or any part thereof whether in respect of any tenancies created in priority to this agreement or subsequent thereto, or otherwise;
- (c) Every such Receiver may, in the discretion of the Credit Union be vested with all or any of the powers and discretions of the Credit Union;
- (d) The Credit Union may from time to time fix the remuneration for every such Receiver, who shall be entitled to deduct the same out of revenue or sale proceeds of the Collateral;
- (e) Every such Receiver shall so far as concerns responsibility for his acts or omissions, be deemed the agent or attorney of the Debtor and in no event the agent of the Credit Union;
- (f) The appointment of every such Receiver by the Credit Union shall not incur or create any liability on the part of the Credit Union to the Receiver or to the Debtor or to any other person, firm or corporation in any respect;
- (g) No such Receiver shall be liable to the Debtor to account for monies other than monies actually received by him in respect of the Collateral and out of such monies so received from time to time every such Receiver may, subject to the claims of any creditors ranking in priority to this agreement, pay: the Indebtedness; his remuneration; costs and expenses incurred by him in his capacity as Receiver; and, at his discretion, monies payable on encumbrances on the Collateral subsequent in priority to the interest of the Credit Union; and that such Receiver shall in his discretion retain reasonable reserves to meet accruing amounts and anticipated payments in connection with any of the foregoing and further that any surplus remaining in the hands of every such Receiver, after payments made and such reasonable reserves retained as aforesaid, shall be payable to those parties who may appear to be entitled thereto;

Powers of Receiver

(h) The Receiver shall have power to:

- (i) take possession of and to collect the Collateral for those purposes to enter any premises of the Debtor and to act in the name of the Debtor or otherwise as the Receiver considers necessary;
- (ii) rent or lease any portion of the Collateral for such term and subject to such provisions as he may deem advisable or expedient, subject to the restrictions on leasing contained in any existing leases or agreements to lease affecting any of the Collateral or to terminate any existing leases or tenancies as he shall consider advisable or expedient, and in so doing, ever such Receiver shall act as the attorney or agent of the Debtor and shall have authority to execute under seal of the Debtor any lease of the Collateral in the name of and on behalf of the Credit Union, and the Debtor agrees to ratify and confirm whatever such Receiver may do in the premises;
- (iii) make arrangements, at such time or times as it may deem necessary without the concurrence of any other persons, for the repairing, finishing, altering, improving, adding to, or putting in order the Collateral;
- (iv) manage, operate, and conduct the undertakings of the Debtor, or any part thereof and may make capital expenditures with respect thereto, in the name of the Debtor;

- (v) employ or retain and discharge any persons (including legal counsel, accountants, engineers and other reasonably necessary experts or consultants) upon the terms and at the remuneration the Receiver considers proper;
 - (vi) make any compromise or arrangements which the Receiver considers expedient in the interest of the Credit Union and to assent to any modification of this agreement, and to exchange any part or parts of the Collateral for any property suitable for the purposes of the Debtor upon such terms as the Receiver considers expedient, either with or without payment of money or equality of exchange or otherwise;
 - (vii) borrow money upon the security of the whole or any part of the Collateral, in the amount from time to time required by the Receiver for any purpose hereunder and in so doing the Receiver may issue certificates (a "Receiver's Certificate") that may be payable when the Receiver thinks expedient and which shall bear interest as stated therein and the amounts from time to time payable under any Receiver's Certificate shall charge the Collateral in priority to this agreement;
 - (viii) sell or lease or concur in the selling or leasing of the whole or any part of the Collateral;
 - (ix) defend and prosecute all suits, proceedings and actions which the Receiver in his opinion considers necessary for the proper protection of the Collateral, to defend all suits, proceedings and actions against the Credit Union or the Receiver, to appear in and conduct the prosecution and defence of any suit, proceeding or action then pending or thereafter instituted and to appeal any suit, proceeding or action; and
 - (x) execute all documents on behalf of the Debtor and appoint a signing officer for such purpose;
- (i) In exercising the Receiver's foregoing power to sell or lease the Collateral, the Receiver may in his absolute discretion:
- (i) sell the whole or any part of the Collateral at public auction, by public or private tender, or by private sale;
 - (ii) effect a sale or lease by conveying in the name of or on behalf of the Credit Union or otherwise;
 - (iii) make any stipulation as to title or conveyance or commencement of title;
 - (iv) rescind or vary any contract of sale or lease;
 - (v) re-sell or re-lease without being answerable for any loss occasioned thereby; and
 - (vi) sell on terms as to credit as shall appear to be most advantageous to the Receiver and if a sale is on credit the Receiver shall not be accountable for any monies until actually received;
- (j) No purchaser at any sale purporting to be made by the Receiver pursuant to the aforesaid power shall be bound to enquire whether any notice required hereunder has been given, or as to the necessity or expediency of the stipulations subject to which the sale is made, or otherwise as to the propriety of the sale or regularity of its proceedings, or be affected by notice that no default has been made or continues, or notice that sale is otherwise unnecessary, improper or irregular, and despite any impropriety or irregularity, or notice thereof to any purchaser the sale as regards that purchaser shall be conclusively deemed to be within the aforesaid powers and be valid accordingly and the remedy, if any, of the Debtor or any other person in respect of any impropriety or irregularity what-so-ever in any sale by the Receiver shall be in damages only;
- (k) the Credit Union may at any time terminate any such Receivership by notice in writing to the Debtor and to the Receiver; and
- (l) the Debtor hereby releases and discharges the Credit Union and every such Receiver from every claim of every nature, whether in damages for negligence or trespass or otherwise, which may arise or be caused to the Debtor or any person claiming through or under it by reason or as a result of anything done by the Credit Union or any such Receiver under the provisions of this agreement, unless such claim is the direct and proximate result of bad faith or gross neglect.

14. OTHER AGREEMENTS - POWER OF ATTORNEY

The Debtor shall from time to time, execute, draw and endorse and deliver all such Instruments and documents and do all such things as the Credit Union may deem necessary or desirable for the purpose of perfecting the Security Interest of the Credit Union in the Collateral or for carrying into effect any or all of the provisions of this agreement or for securing the fulfillment of all obligations contained herein of the Debtor to the Credit Union. The Debtor hereby appoints the Credit Union and its General Manager and persons for the time being acting as Managers of branches of the Credit Union where an account of the Debtor may be kept and any person or persons from time to time named by the Credit Union for the purpose hereinafter mentioned, and any one of them acting alone, the attorneys and attorney of the said Debtor will full power of substitution from time to time for and in the name of the Debtor to do whatever the said attorneys or attorney may deem expedient for the purpose of carrying into effect any or all of the provisions of this agreement. This appointment being made in consideration of a loan or loans, advance or advances, by the Credit Union to the Debtor or to a third party at the request or guarantee of the Debtor shall be irrevocable and shall be of full force and effect whenever and so often as any Indebtedness by the Debtor to the Credit Union is unpaid or any such obligation as aforesaid to the Credit Union in unfulfilled and notwithstanding any occurrence or event which would otherwise terminate such agency. Every power, right and discretion vested by law in the Credit Union or conferred upon it by this agreement may be exercised on its behalf by the said officers or acting officers of the Credit Union or any person or persons from time to time named by the Credit Union for such purpose, and any one of them acting alone.

15. CHARGES AND EXPENSES

The Credit Union shall use reasonable care in the custody and preservation of the Collateral, provided however, that reasonable care shall not include taking steps to preserve rights against any other person. All reasonable charges and expenses incurred either directly or indirectly by the Credit Union in seizing, caring for, preserving, and selling or otherwise disposing of the Collateral (including legal costs on a solicitor and client basis) shall be a debt due to the Credit Union and forthwith payable by the Debtor and shall form a charge on the Collateral and bear interest at the Agreed Rate. Provided in the event *The Saskatchewan Farm Security Act* or *The Cost of Credit Disclosure Act, 2002*, as may be amended or replaced from time to time, applies to this agreement, the costs, expenses and fees chargeable to the Debtor shall be limited to those allowed under that Act.

16. CREDIT UNION NOT LIABLE TO INSTITUTE PROCEEDINGS

The Credit Union shall not be liable or accountable for any failure to seize, collect, realize upon, sell, lease or obtain payment of or for the Collateral or any part thereof and shall not be bound to institute proceedings for the purpose of seizing, collecting, realizing or obtaining possession of or payment of the Collateral or for the purpose of preserving any rights of the Credit Union, the Debtor, or any other person in respect of the Collateral.

17. DEBTOR LIABLE FOR DEFICIENCY

Without limiting any rights the Credit Union may have at law, the Debtor shall be liable for and forthwith pay any deficiency remaining after the sale or disposition of the Collateral.

18. CORPORATE WAIVER

- (a) In the event that the Debtor is a body corporate, it is hereby agreed that *The Limitation of Civil Rights Act* of the Province of Saskatchewan or any provision thereof shall have no application to this agreement or any agreement or instrument renewing or extending or collateral to this agreement.
- (b) In the event the Debtor is an agricultural corporation as defined in *The Saskatchewan Farm Security Act* and has received independent legal advice concerning and prior to entry into this agreement, then it is agreed that the provisions of Part IV of *The Saskatchewan Farm Security Act*, other than Section 46, shall not apply to the Debtor or this agreement.

19. AGREEMENT IN ADDITION TO OTHER SECURITY AGREEMENTS

This agreement is in addition to and not in substitution for any other agreement between the parties creating a security interest, mortgage or charge in all or part of the Collateral whether made before or after this agreement and this agreement shall not merge in or be replaced by any subsequent security agreement, mortgage or charge or judgment obtained by the Credit Union unless expressly provided to the contrary in writing by the Credit Union.

20. NOTICES

Subject to section 68 of *The Personal Property Security Act, 1993*, as amended from time to time, any notice, demand, request, statement of instrument required or permitted to be given under or pursuant to this agreement or enforcement of this agreement must be in writing and may be given by facsimile or email to the fax number or email address of the Debtor set out in the records of the Credit Union or by registered mail addressed to the Debtor's address as it appears herein and will be deemed to have been delivered the sooner of the date of actual receipt by the Debtor or in the case of facsimile or email transmission on the day after it was sent and in the case of registered mail, (3) days after posting by registered mail or may be given in any other manner of service authorized by law.

21. NO REPRESENTATION OR WARRANTIES BY CREDIT UNION

The Debtor acknowledges that the Credit Union has made no representations or warranties other than those contained in this agreement.

22. PROVISIONS SEVERABLE

Each provision of this agreement is distinct and severable. If any provision is found to be invalid or unenforceable, in whole or in part, the determination will only affect that provision and will not affect the validity or enforceability of the remaining provisions of this agreement.

23. OBLIGATIONS JOINT AND SEVERAL

This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors, heirs, executors and permitted assigns. If more than one Debtor executes this agreement, the obligations of each Debtor hereunder shall be joint and several.

24. ELECTRONIC DOCUMENTS AND SIGNATURE

This document may be signed and delivered electronically or by other similar means and may be executed in counterparts, all of which shall be as effective as if signed and delivered as one original document with original signatures.

25. NO WAIVER UNLESS IN WRITING

No waiver, extension of time, or other indulgence shall be binding upon the Credit Union unless made in writing by the Credit Union.

26. PERFORM DEBTOR'S COVENANTS

Upon the Debtor's failure to perform any of its duties hereunder, the Credit Union may, but shall not be obligated to, perform any or all of such duties, and the Debtor shall pay to the Credit Union, forthwith upon written demand therefore, an amount equal to the expense incurred by the Credit Union in so doing plus interest thereon from the date such expense is incurred until it is paid at the Agreed Rate.

27. EXTENSION OF TIME NOT PREJUDICIAL

The Credit Union may grant extensions of time and other indulgences, taken and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with the Debtor, debtors of the Debtor, sureties and others and with the Collateral as the Credit Union may see fit without prejudice to the liability of the Debtor or the Credit Union's right to hold and realize the Security Interest and without prejudice to the rights of the Credit Union with respect to any future time limits or breach.

28. SINGULAR READ AS PLURAL

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

29. COLLATERAL INCLUDES PART THEREOF

Any reference herein to the Collateral shall, unless the context otherwise requires, be deemed to refer to the Collateral or any part thereof.

30. ATTACHMENT - PURCHASE MONEY SECURITY INTEREST

The Security Interest created hereby is intended to attach when this agreement is signed by the Debtor and delivered to the Credit Union. To the extent that the Security Interest was granted in relation to a loan or loans made by the Credit Union to enable the Debtor to acquire rights in any or all of the Collateral, the Credit Union is and shall be considered a Purchase Money Secured party, and may at its discretion disburse the proceeds directly to the seller of Collateral or party holding a prior Security Interest.

31. LIEN ON SHARES AND DEPOSITS

The Debtor acknowledges that in addition to the Security Interest created by this agreement, the Credit Union has a statutory lien upon any share held by the Debtor, and any amount standing to the credit of the Debtor or his legal representative with the Credit Union, for any debt due by the Debtor, whether as principal, guarantor or otherwise, and that the Credit Union may enforce the lien in any manner and apply any monies to the credit of the Debtor towards the debt due to the Credit Union.

32. APPLICABLE LAW

This agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the Province of Saskatchewan.

33. HEADINGS

The descriptive headings of this agreement are included for convenience only and do not form part of the covenants, provisos and agreements herein contained.

34. ACKNOWLEDGEMENT AND WAIVER

The Debtor acknowledges having read the terms and conditions herein and having received a copy of this agreement. The debtor hereby waives the requirement of being provided with a copy of any financing or verification statement or other registration pertaining to this agreement or any renewal thereof, and expressly agrees that the Credit Union shall not be obliged to provide the Debtor with a copy of any such statements or other registration.

PRIVACY – Credit Union and Privacy legislation prescribe and restrict the use of personal, financial or credit information (Information) without consent. To obtain details about Credit Union policies and procedures for protecting privacy of Information and Customer rights please contact the Credit Union, Attention: Privacy Officer.

Where an electronic signature is available and used, the person using the electronic signature is adopting such signature and authorizes it to be attached to or associated with this document.

IN WITNESS WHEREOF the Debtor has hereunto signed, sealed and delivered this agreement this 17th day of July, 2017, at Saskatoon, Saskatchewan.

WITNESS

IF DEBTOR IS AN INDIVIDUAL OR PARTNERSHIP

SIGNATURE OF DEBTOR(S)

IF DEBTOR IS A CORPORATION, BOARD OF EDUCATION, MUNICIPALITY OR REGIONAL HEALTH AUTHORITY, ETC.



101100090 Saskatchewan Ltd.
Print Exact Name of Corporation

By: _____
(Officer of Corporation)

By: _____
(Officer of Corporation)

This page and the annexed 7 pages form
Exhibit "D"
to the Affidavit of Dan Polkinghorne
sworn before me this 22nd day of July, 2020.

[Signature]
A COMMISSIONER FOR OATHS/NOTARY PUBLIC *ka*

for the Province of Saskatchewan

My Commission/Appointment expires: *March 31, 2025*

(Affix Notary Seal)

GUARANTEE AND POSTPONEMENT OF CLAIM

Account No. 1738210 Max 1

TO: Affinity Credit Union 2013

(hereafter called the "Credit Union")

Name & Address of Guarantor in Full:

Ryan Kolibab

615 Atton Crescent

Saskatoon Sk S7W 0K4

in the Province of Saskatchewan

IN CONSIDERATION OF the Credit Union agreeing to deal with or continuing to deal with 101100090 Saskatchewan Ltd. operating as Kolibab Mechanical

(hereafter called the "Borrower")

the undersigned Guarantor covenants, promises and agrees as follows:

1. GUARANTOR DEFINED

In this Guarantee the word "Guarantor" shall mean the undersigned. When the context so requires, the provisions hereof shall be read with all grammatical changes necessary dependent upon the person referred to being a male, female, firm or corporation.

2. GUARANTEED OBLIGATIONS

The Guarantor irrevocably and unconditionally guarantees the due and punctual payment and performance of all debts, liabilities and obligations, present or future, direct or indirect, absolute or contingent, matured or not, including all principal, interest, costs and expenses, (such debts, liabilities and obligations hereafter called the "Guaranteed Liability" or the "Guaranteed Liabilities", as the context may require) of the Borrower to the Credit Union whenever, however, or wherever incurred by the Borrower whether as principal or surety and any ultimate unpaid balance thereof.

3. LIMITATION PROVISION

Notwithstanding the foregoing, the Guaranteed Liability of the Guarantor, hereunder, shall be limited to the sum of: Three Hundred Fifty Thousand -----xx/100

(\$ 350,000.00

) dollars together with interest thereon from the date of demand for payment at the rate or rates applicable to the Guaranteed Liabilities plus the costs and expenses incurred by the Credit Union in enforcing and collecting upon the Guarantee as between solicitor and client. (This paragraph hereafter being referred to as the "Limitation Provision".)

4. CONTINUING GUARANTEE

This Guarantee shall be a continuing guarantee of all the Guaranteed Liabilities and shall apply to and secure any ultimate balance due or remaining unpaid to the Credit Union; and this Guarantee shall not be considered as wholly or partially satisfied by the payment or collection at any time of any sum of money for the time being due or remaining unpaid to the Credit Union.

5. RIGHT TO IMMEDIATE PAYMENT

The Credit Union shall not be bound to exhaust its recourse against the Borrower or others or any securities or other guarantees it may at any time hold before requiring or being entitled to payment from the Guarantor. The Guarantor renounces all benefits of discussion and division.

6. PAYMENT AFTER DEMAND

The Guarantor shall make payment to the Credit Union of the amount of the Guaranteed Liabilities forthwith, after demand is made therefore, in writing. Such demand shall be deemed to have been made when an envelope containing the demand is mailed postage prepaid and registered, to the Guarantor at the last address known to the Credit Union for the Guarantor, or when delivered personally to the Guarantor. In the event of the death of any Guarantor, demand for payment shall be sufficient if sent by registered mail or delivered personally to any of the Guarantor's heirs, executors, administrators or legal representatives known to the Credit Union and such demand shall be deemed to be effectively made on all of them.

N.B.
COMPLETE IF
SASK. FARM
SECURITY ACT
APPLIES TO
THIS
GUARANTEE OR
IN ANY OTHER
CASE WHERE
THE
GUARANTEE IS
TO BE LIMITED
TO A SPECIFIED
SUM

The parties agree that a certificate in writing, signed by a representative of the Credit Union setting forth particulars of the Guaranteed Liabilities including the applicable interest rates payable from time to time, shall be conclusive evidence as to the amount payable by the Guarantor.

7. REMEDIES ON DEFAULT

Upon default in payment of any sum owing by the Borrower to the Credit Union at any time, the Credit Union may treat all Guaranteed Liabilities as due and payable and may forthwith collect from the Guarantor the total amount hereby guaranteed and may apply the sum so collected upon the Guaranteed Liabilities or may place it to the credit of a special account.

8. LIABILITY ABSOLUTE

The liability of the Guarantor shall be absolute and unconditional irrespective of:

- (a) the invalidity, unenforceability or illegality, in whole or in part, of any agreements, instruments or other documents held by the Credit Union to create, represent or evidence any Guaranteed Liabilities;
- (b) any defence, counterclaim or right of set-off available to the Borrower;
- (c) any change in the name, objects, capital, constating documents or by-laws of the Borrower;
- (d) any amalgamation, merger or re-organization of the Borrower or, if a partnership, in the firm, including, without limitation, by reason of death, retirement or admission for membership of any partners (in which case this agreement shall apply to the corporation or partnership, as the case may be, resulting or continuing therefrom); or
- (e) any other circumstances which might otherwise constitute, in whole or in part, a defence available to, or a discharge of, the Guarantee, the Borrower or any other persons, firms or corporations in respect of the Guaranteed Liabilities or the liability of the Guarantor.

9. GUARANTEE IN ADDITION TO OTHER GUARANTEES

This Guarantee shall be in addition to and not in substitution for any other guarantees or other securities which the Credit Union may now or hereafter hold in respect of the Guaranteed Liabilities and the Credit Union shall be under no obligation to marshal in favour of the Guarantor any other guarantees or other securities or any money or other assets which the Credit Union may be entitled to receive or may have a claim upon; and no loss of or in respect of or unenforceability of any other guarantees or other securities which the Credit Union may now or hereafter hold in respect of the Guaranteed Liabilities, whether occasioned by the fault of the Credit Union or otherwise, shall in any way limit or lessen the Guarantor's liability.

10. DEALINGS WITH THE BORROWER

The Credit Union may without prejudice to or in any way limiting or lessening the Guarantor's liability and without obtaining the consent or giving notice to the Guarantor, discontinue, reduce, increase or otherwise vary the credit of the Borrower, grant time, renewals (including renewing any loan at a different or increased interest rate), extensions, indulgences, releases and discharges to and accept compromise from or otherwise deal with the Borrower and others including the Guarantor and any other guarantor as the Credit Union may see fit and the Credit Union and the Borrower may, by conduct or agreement, renew any applicable limitation period and no action of the Credit Union in taking, abstaining from taking or perfecting, varying, exchanging, renewing, including renewing any limitation period, discharging, giving up, realizing or failing to realize or otherwise dealing with securities collateral or other guarantees by the Credit Union shall in any manner affect, reduce or diminish the liability of the Guarantor hereunder except to the extent that the proceeds of such security or collateral are credited to the Borrower's account and the Credit Union may apply all monies received from the Borrower or others or from securities or guarantees upon such parts of the Guaranteed Liabilities as the Credit Union may see fit and change any such application in whole or in part from time to time, and no loss of or in respect of any securities received by the Credit Union from the Borrower or others, whether occasioned by the fault of the Credit Union or otherwise, shall in any way limit or lessen the liability of the Guarantor under this Guarantee.

11. LIABILITY AS PRINCIPAL

All debts, liabilities and obligations purporting to be incurred by the Borrower and owing to the Credit Union shall form part of the Guaranteed Liabilities despite any incapacity, disability, or lack or limitation of status or power of the Borrower or any of its directors, officers or agents or that the Borrower may not be a legal entity or any irregularity or defect or informality in the incurring of such debts, liabilities, or obligations and any such debts, liabilities and obligations which may not be recoverable from the Guarantor as guarantor shall be recoverable from the Guarantor as a principal Borrower upon demand and with interest, calculated and payable as provided in this agreement.

12. PAYMENTS BY BORROWER TO THIRD PARTIES

Until repayment in full of all of the Guaranteed Liabilities, all dividends, compositions, proceeds of securities, securities valued or payments received by the Credit Union from the Borrower or others or from estates in respect of the Guaranteed Liabilities shall be regarded for all purposes as payments in gross without any right on the part of the Guarantor to claim the benefit thereof in reduction of the liability under this Guarantee, and the Guarantor shall not claim any setoff or counterclaim against the Borrower in respect of any liability of the Borrower to the Guarantor, claim or prove in the bankruptcy or insolvency of the Borrower in competition with the Credit Union or have any right to be subrogated to the Credit Union.

13. NO DISCHARGE OF GUARANTEE

This Guarantee shall not be discharged or otherwise affected by the death or loss of capacity of the Borrower, by any change in the name of the Borrower, or in the membership of the Borrower, if a partnership, or in the objects, capital structure or constitution of the Borrower, if a corporation or by the sale of the Borrower's business or any part thereof or by the Borrower being amalgamated with a corporation, but shall, notwithstanding any such event, continue to apply to all Guaranteed Liabilities whether theretofore or thereafter incurred; and in the case of a change in the membership of a Borrower which is a partnership or in the case of the Borrower being amalgamated with a corporation, this Guarantee shall apply to the liabilities of the resulting partnership or corporation, and the term "Borrower" shall include each such resulting partnership and corporation.

14. LIQUIDATION, BANKRUPTCY, ETC.

In the event of any liquidation, winding up or bankruptcy of the Borrower (whether voluntary or compulsory) or in the event that the Borrower shall make a bulk sale of its assets within the bulk transfer provisions of any applicable legislation or any composition with creditors or scheme of arrangement, the Credit Union shall have the right to rank in priority to the Guarantor for its claim in respect of the Guaranteed Liabilities and to receive all dividends or other payments in respect thereof until its claim has been paid in full, all without prejudice to its claim against the Guarantor who shall continue to be liable for any remaining unpaid balance of the Guaranteed Liabilities. In the event of any valuation or retention by the Credit Union of any securities, such valuation or retention shall not, as between the Credit Union and the Guarantor, be considered payment, satisfaction or reduction of any Guaranteed Liabilities.

15. ADVANCES, RENEWALS OR CREDITS TO BORROWER

All advances, renewals, and credits made or granted by the Credit Union purportedly to or for the Borrower, after the death, loss of capacity, bankruptcy or insolvency of the Borrower, but before the Credit Union has received notice thereof shall be deemed to form part of the Guaranteed Liabilities; and all advances, renewals, and credits obtained from the Credit Union purportedly by or on behalf of the Borrower shall be deemed to form part of the Guaranteed Liabilities, notwithstanding any lack or limitation of power, incapacity or disability of the Borrower or of the directors, partners or agents thereof or that the Borrower may not be a legal, or suitable entity, or any irregularity, defect or informality in the obtaining of such advances, renewals or credits, whether or not the Credit Union had knowledge thereof; and any such advance, renewal or credit which may not be recoverable from the Guarantor as Guarantor on the footing of this Guarantee shall be recoverable from the Guarantor as principal Borrower in respect thereof and shall be paid to the Credit Union on demand with interest at the rates or rates applicable to the Guaranteed Liabilities.

16. WAIVER OF SUBROGATION RIGHTS

In the event that the Credit Union receives any payments on account of the liability of the Guarantor, the Guarantor shall not have, and waives to the extent required, all rights to claim repayment from or against the Borrower and any other guarantors and all rights shall to be subrogated to any rights of the Credit Union, until the Guaranteed Liabilities have been paid in full.

17. DEBTS AND LIABILITIES ASSIGNED TO THE CREDIT UNION

All debts and liabilities, present and future of the Borrower to the Guarantor are hereby assigned to the Credit Union and postponed to the Guaranteed Liabilities, and all monies received by the Guarantor in respect thereof shall be received in trust for the Credit Union and forthwith upon receipt shall be paid over to the Credit Union, all without in any way lessening or limiting the liability of the Guarantor under this Guarantee; and this assignment and postponement is independent of the guarantee and shall remain in full force and effect until repayment in full to the Credit Union of all the Guaranteed Liabilities, notwithstanding that the liability of the Guarantor under this Guarantee may have been discharged or terminated.

18. TERMINATION OF FURTHER LIABILITY

The Guarantor or his executors or administrators, may, by giving thirty days notice in writing to the Credit Union at which the account of the Borrower is kept, terminate his further liability under this Guarantee in respect of the liabilities of the Borrower incurred or arising after the expiration of such thirty days, but not in respect of any Guaranteed Liabilities incurred or arising before the expiration of such thirty days even though not then matured; provided that notwithstanding receipt of any such notice the Credit Union may fulfill any requirements of the Borrower based on agreements expressly or implicitly made prior to the expiration of such thirty days and any resulting liabilities shall be covered by this Guarantee.

19. NO RIGHTS OF SET-OFF

All amounts payable by the Guarantor shall be paid without set-off or counterclaim and without any deduction or withholding whatsoever unless and to the extent that the Guarantor shall be prohibited by law from doing so, in which case the Guarantor shall pay to the Credit Union such additional amount as shall be necessary to ensure that the Credit Union receives the full amount it would have received if no such deduction or withholding had been made.

20. BINDING ON SIGNATORIES TO THE AGREEMENT

The Guarantee shall be operative and binding upon every signatory hereto notwithstanding the non-execution hereof by any other proposed signatory or signatories and possession of this instrument by the Credit Union shall be conclusive evidence against the Guarantor that the instrument was not delivered in escrow or pursuant to any agreement that is should not be effective until any condition precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Credit Union each signatory thereof obtains from the Credit Union receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.

21. AGREEMENTS BINDING ON SUCCESSORS IN INTEREST

This Guarantee shall extend to and enure the benefit of the Credit Union and its successors and assigns, and any reference herein to the Guarantor is a reference to and should be construed as including the Guarantor and the heirs, executors, administrators, legal representatives, successors and assigns of the Guarantor to and upon all of whom this Guarantee shall extend and be binding; if the Guarantor is a company, the term "successor" shall include without limiting its meaning, any company resulting from the amalgamation of the company with another company.

22. ELECTRONIC DOCUMENTS AND SIGNATURE

This document may be signed and delivered electronically or by other similar means and may be executed in counterparts, all of which shall be as effective as if signed and delivered as one original document with original signatures.

23. PROVISIONS SEVERABLE

Each provision of this Guarantee is distinct and severable. If any provision is found to be invalid or unenforceable, in whole or in part, the determination will only affect that provision and will not affect the validity or enforceability of the remaining provisions of this Guarantee.

24. FURTHER ASSURANCES

The Guarantor shall from time to time upon the request of the Credit Union, execute and deliver, under seal or otherwise, all such further agreements, instruments and documents and do all such further acts and things as the Credit Union may require to give effect to the transactions contemplated by this agreement.

25. NO WAIVER UNLESS IN WRITING

No term, condition of provision hereof or any right hereunder or in respect hereof, can be or shall be deemed to have been waived except by express waiver in writing signed by the Credit Union. Neither forbearance nor indulgence by the Credit Union shall constitute a waiver of any term, conditions or provision to be performed or observed by the Guarantor or any want of performance or observance thereof.

26. GOVERNING LAW AND APPLICABLE JURISDICTION

This Guarantee shall be governed by and construed in accordance with the laws of the Province of Saskatchewan. For the purpose of legal proceedings this agreement shall be deemed, to have been made in the Province of Saskatchewan and to have been performed there, and the Courts of Saskatchewan shall have jurisdiction over all disputes which may arise under the agreement and judgment recovered in the Courts of Saskatchewan against the Guarantor shall be binding on him. The Guarantor expressly agrees to submit to the jurisdiction of the Courts of Saskatchewan for the resolution of all disputes arising out of this agreement and agrees that unless the Credit Union otherwise specifies any legal action commenced on this Guarantee shall be tried at the judicial centre nearest the Credit Union provided always that nothing herein

contained shall prevent the Credit Union from proceeding against the Guarantor in the Courts of any other Province or Country.

27. NO MERGER

This Guarantee is in addition to and not in substitution for any other existing guarantees between the parties, whether made before or after this Guarantee, and this Guarantee shall not merge in any subsequent Guarantee or judgement obtained by the Credit Union unless expressly provided to the contrary in writing by the Credit Union.

28. DELIVERY OF GUARANTEE

The Guarantor acknowledges that this Guarantee is delivered as his act and deed and that he intends to be strictly bound by its provisions.

29. GUARANTEE UNDER THE SASKATCHEWAN FARM SECURITY ACT

In the event *The Saskatchewan Farm Security Act* shall apply to this Guarantee, then:

- (a) "Guaranteed Liability" or "Guaranteed Liabilities" shall be interpreted and read, so as to exclude such commissions, legal and other costs, charges and expenses as may be restricted by *The Saskatchewan Farm Security Act*.
- (b) The Limitation Provision shall be interpreted and read, so as to delete the costs and expenses incurred by the Credit Union in enforcing and collecting upon the Guarantee as between solicitor and client.
- (c) All remaining provisions of the Guarantee shall be interpreted, read and construed so as to be consistent with, and allowed by, *The Saskatchewan Farm Security Act* and any restriction as provided by that Act shall apply to this Guarantee.

30. HEADINGS

The Guarantor covenants and agrees with the Credit Union that the headings are included in this agreement only for convenience and do not form part of the covenants, provisos and agreements herein contained.

31. ENTIRE AGREEMENT

This Guarantee embodies all the agreements between the parties hereto relative to the guarantee, assignment and postponement and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein; and it is specifically agreed that the Credit Union shall not be bound by any representations or promises made by the Borrower to the Guarantor.

32. ACKNOWLEDGEMENT AND WAIVER

The Guarantor acknowledges having read the terms and conditions herein and having received a copy of this Guarantee and Postponement of Claim. The Guarantor hereby waives the requirement of being provided with a copy of any financing or verification statement or other registration pertaining to this agreement or security held in connection with the said loan or any renewal thereof, and expressly agrees that the Credit Union shall not be obliged to provide the Guarantor with a copy of any such statements or other registration.

33. COLLECTION AND USE OF INFORMATION

In providing a guarantee to the Credit Union in connection with the Guaranteed Liabilities of the Borrower to the Credit Union the Guarantor acknowledges that the Credit Union may be collecting and gathering personal, financial and credit information (Information) from and about Guarantor to:

- (a) obtain credit reports and evaluate the Guarantor's credit rating and credit worthiness;
- (b) determine the Guarantor's financial situation and make decisions about the said loan;
- (c) administer, monitor and collect the said loan;
- (d) comply with legal, security and regulatory requirements.

The Guarantor also acknowledges and agrees that the Credit Union may share Information with the Borrower where, in the opinion of the Credit Union, any change in the Information affects the ability to collect the loan and may share Information with any other lender or credit grantor that is participating in the loan or who may receive an assignment of all or part of the loan.

To the extent necessary the Guarantor hereby consents to the Credit Union obtaining, gathering, copying, scanning, updating, disclosing, sharing or exchanging such Information as may be necessary about the Guarantor for the purposes described. The Credit Union may use the Information for so long as it is needed for such purposes. The Guarantor understands that the Credit Union requires and may use the Guarantor's Social Insurance or Business Number as an aid to identify the Guarantor with credit bureaus and other financial institutions for credit matching purposes. The Guarantor understands that the provision of the Guarantor's Social Insurance Number for credit matching purposes is optional and is not a condition of service. The Guarantor also understands that the Guarantor may ask the Credit Union to stop using the Guarantor's Social Insurance Number for credit matching purposes at any time.

In the process of administering loans, the Credit Union may use service providers located in the United States. In the event that a service provider is located in the United States, Information may be processed and stored in the United States and United States governments, courts or law enforcement or regulatory agencies may be able to obtain disclosure of the Information through the laws of Canada and the United States.

34. PRIVACY

Credit Union and Privacy legislation prescribe and restrict the use of personal, financial or credit information (Information) without consent. To obtain details about Credit Union policies and procedures for protecting privacy of Information and Customer rights please contact the Credit Union, Attention: Privacy Officer.

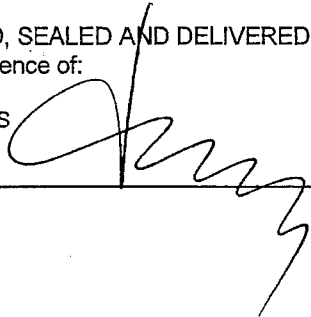
Where an electronic signature is available and used, the person using the electronic signature is adopting such signature and authorizes it to be attached to or associated with this document.

IN WITNESS WHEREOF the said Guarantor has affixed his hand and seal, or as the case may be, has hereto affixed its corporate seal attested by the hands of its duly authorized officers this 17th day July, 2017.

PRIVACY NOTICE: THIS FORM CONTAINS AN AUTHORIZATION TO SHARE AND EXCHANGE INFORMATION AND, UNLESS THE GUARANTOR HAS ASKED THE CREDIT UNION NOT TO DO SO, USE A SOCIAL INSURANCE NUMBER FOR CREDIT MATCHING PURPOSES.

SIGNED, SEALED AND DELIVERED in the presence of:

WITNESS



) IF GUARANTOR IS AN INDIVIDUAL OR PARTNER



IF GUARANTOR IS A CORPORATION

Print Exact Name of Corporation

AFFIX CORPORATE SEAL HERE

C.S. By: _____ (Officer of Corporation)

C.S. By: _____ (Officer of Corporation)

Name of Guarantor	Address	Postal Code
Ryan Kolibab	615 Atton Crescent, Saskatoon, SK	S7W 0K4

**ACKNOWLEDGMENT OF GUARANTEE
CERTIFICATE OF LAWYER OR NOTARY PUBLIC**

I hereby certify that:

1. Ryan Kolibab of the City of Saskatoon in the
(Guarantor)
Province of Saskatchewan, the Guarantor in the guarantee dated July 17, 2017, made
between Ryan Kolibab and Affinity Credit Union 2013,
(Guarantor) (Credit Union)
which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he has
executed the guarantee;
2. I satisfied myself by examination of the Guarantor that he is aware of the contents of the guarantee and
understands it.
3. I have not prepared any documents on behalf of the Credit Union relating to the transaction and I am not otherwise
interested in the transaction.
4. I acknowledge that the Guarantor signed the following "Statement of Guarantor" in my presence.

Given at Saskatoon, Sk, this 17th day of July, 2017, under my
hand and seal of office.

(SEAL REQUIRED
WHERE NOTARY PUBLIC
SIGNS CERTIFICATE.)

JENNY UNDERHILL
Barrister & Solicitor
Print Name of Lawyer or Notary Public
~~The W. Law Group~~
Suite 300, 110-21st Street East
Saskatoon SK S7K 0B6


A LAWYER OR A NOTARY PUBLIC IN AND
FOR THE PROVINCE OF SASKATCHEWAN

STATEMENT OF GUARANTOR

I am the person named in the certificate. 

This page and the annexed 7 pages form
Exhibit "E"
to the Affidavit of Dan Polkinghorne
sworn before me this 22nd day of July, 2020.

[Handwritten Signature]

A COMMISSIONER FOR OATHS/NOTARY PUBLIC *[initials]*
for the Province of Saskatchewan

My Commission/Appointment expires: March 31, 2025

(Affix Notary Seal)

GUARANTEE AND POSTPONEMENT OF CLAIM

Account No. 1738210 Max 1

TO: Affinity Credit Union 2013

(hereafter called the "Credit Union")

Name & Address of Guarantor in Full:

Holly Kral

615 Atton Crescent

Saskatoon Sk S7W 0K4

in the Province of Saskatchewan

IN CONSIDERATION OF the Credit Union agreeing to deal with or continuing to deal with _____
101100090 Saskatchewan Ltd. operating as Kolibab Mechanical

(hereafter called the "Borrower")

the undersigned Guarantor covenants, promises and agrees as follows:

1. GUARANTOR DEFINED

In this Guarantee the word "Guarantor" shall mean the undersigned. When the context so requires, the provisions hereof shall be read with all grammatical changes necessary dependent upon the person referred to being a male, female, firm or corporation.

2. GUARANTEED OBLIGATIONS

The Guarantor irrevocably and unconditionally guarantees the due and punctual payment and performance of all debts, liabilities and obligations, present or future, direct or indirect, absolute or contingent, matured or not, including all principal, interest, costs and expenses, (such debts, liabilities and obligations hereafter called the "Guaranteed Liability" or the "Guaranteed Liabilities", as the context may require) of the Borrower to the Credit Union whenever, however, or wherever incurred by the Borrower whether as principal or surety and any ultimate unpaid balance thereof.

3. LIMITATION PROVISION

Notwithstanding the foregoing, the Guaranteed Liability of the Guarantor, hereunder, shall be limited to the sum of: Three Hundred Fifty Thousand -----xx/100

(\$ 350,000.00) dollars together with interest thereon from the date of demand for payment at the rate or rates applicable to the Guaranteed Liabilities plus the costs and expenses incurred by the Credit Union in enforcing and collecting upon the Guarantee as between solicitor and client. (This paragraph hereafter being referred to as the "Limitation Provision".)

N.B
COMPLETE IF
SASK. FARM
SECURITY ACT
APPLIES TO
THIS
GUARANTEE OR
IN ANY OTHER
CASE WHERE
THE
GUARANTEE IS
TO BE LIMITED
TO A SPECIFIED
SUM

4. CONTINUING GUARANTEE

This Guarantee shall be a continuing guarantee of all the Guaranteed Liabilities and shall apply to and secure any ultimate balance due or remaining unpaid to the Credit Union; and this Guarantee shall not be considered as wholly or partially satisfied by the payment or collection at any time of any sum of money for the time being due or remaining unpaid to the Credit Union.

5. RIGHT TO IMMEDIATE PAYMENT

The Credit Union shall not be bound to exhaust its recourse against the Borrower or others or any securities or other guarantees it may at any time hold before requiring or being entitled to payment from the Guarantor. The Guarantor renounces all benefits of discussion and division.

6. PAYMENT AFTER DEMAND

The Guarantor shall make payment to the Credit Union of the amount of the Guaranteed Liabilities forthwith, after demand is made therefore, in writing. Such demand shall be deemed to have been made when an envelope containing the demand is mailed postage prepaid and registered, to the Guarantor at the last address known to the Credit Union for the Guarantor, or when delivered personally to the Guarantor. In the event of the death of any Guarantor, demand for payment shall be sufficient if sent by registered mail or delivered personally to any of the Guarantor's heirs, executors, administrators or legal representatives known to the Credit Union and such demand shall be deemed to be effectively made on all of them.

The parties agree that a certificate in writing, signed by a representative of the Credit Union setting forth particulars of the Guaranteed Liabilities including the applicable interest rates payable from time to time, shall be conclusive evidence as to the amount payable by the Guarantor.

7. REMEDIES ON DEFAULT

Upon default in payment of any sum owing by the Borrower to the Credit Union at any time, the Credit Union may treat all Guaranteed Liabilities as due and payable and may forthwith collect from the Guarantor the total amount hereby guaranteed and may apply the sum so collected upon the Guaranteed Liabilities or may place it to the credit of a special account.

8. LIABILITY ABSOLUTE

The liability of the Guarantor shall be absolute and unconditional irrespective of:

- (a) the invalidity, unenforceability or illegality, in whole or in part, of any agreements, instruments or other documents held by the Credit Union to create, represent or evidence any Guaranteed Liabilities;
- (b) any defence, counterclaim or right of set-off available to the Borrower;
- (c) any change in the name, objects, capital, constating documents or by-laws of the Borrower;
- (d) any amalgamation, merger or re-organization of the Borrower or, if a partnership, in the firm, including, without limitation, by reason of death, retirement or admission for membership of any partners (in which case this agreement shall apply to the corporation or partnership, as the case may be, resulting or continuing therefrom); or
- (e) any other circumstances which might otherwise constitute, in whole or in part, a defence available to, or a discharge of, the Guarantee, the Borrower or any other persons, firms or corporations in respect of the Guaranteed Liabilities or the liability of the Guarantor.

9. GUARANTEE IN ADDITION TO OTHER GUARANTEES

This Guarantee shall be in addition to and not in substitution for any other guarantees or other securities which the Credit Union may now or hereafter hold in respect of the Guaranteed Liabilities and the Credit Union shall be under no obligation to marshal in favour of the Guarantor any other guarantees or other securities or any money or other assets which the Credit Union may be entitled to receive or may have a claim upon; and no loss of or in respect of or unenforceability of any other guarantees or other securities which the Credit Union may now or hereafter hold in respect of the Guaranteed Liabilities, whether occasioned by the fault of the Credit Union or otherwise, shall in any way limit or lessen the Guarantor's liability.

10. DEALINGS WITH THE BORROWER

The Credit Union may without prejudice to or in any way limiting or lessening the Guarantor's liability and without obtaining the consent or giving notice to the Guarantor, discontinue, reduce, increase or otherwise vary the credit of the Borrower, grant time, renewals (including renewing any loan at a different or increased interest rate), extensions, indulgences, releases and discharges to and accept compromise from or otherwise deal with the Borrower and others including the Guarantor and any other guarantor as the Credit Union may see fit and the Credit Union, and the Borrower may, by conduct or agreement, renew any applicable limitation period and no action of the Credit Union in taking, abstaining from taking or perfecting, varying, exchanging, renewing, including renewing any limitation period, discharging, giving up, realizing or failing to realize or otherwise dealing with securities collateral or other guarantees by the Credit Union shall in any manner affect, reduce or diminish the liability of the Guarantor hereunder except to the extent that the proceeds of such security or collateral are credited to the Borrower's account and the Credit Union may apply all monies received from the Borrower or others or from securities or guarantees upon such parts of the Guaranteed Liabilities as the Credit Union may see fit and change any such application in whole or in part from time to time, and no loss of or in respect of any securities received by the Credit Union from the Borrower or others, whether occasioned by the fault of the Credit Union or otherwise, shall in any way limit or lessen the liability of the Guarantor under this Guarantee.

11. LIABILITY AS PRINCIPAL

All debts, liabilities and obligations purporting to be incurred by the Borrower and owing to the Credit Union shall form part of the Guaranteed Liabilities despite any incapacity, disability, or lack or limitation of status or power of the Borrower or any of its directors, officers or agents or that the Borrower may not be a legal entity or any irregularity or defect or informality in the incurring of such debts, liabilities, or obligations and any such debts, liabilities and obligations which may not be recoverable from the Guarantor as guarantor shall be recoverable from the Guarantor as a principal Borrower upon demand and with interest, calculated and payable as provided in this agreement.

12. PAYMENTS BY BORROWER TO THIRD PARTIES

Until repayment in full of all of the Guaranteed Liabilities, all dividends, compositions, proceeds of securities, securities valued or payments received by the Credit Union from the Borrower or others or from estates in respect of the Guaranteed Liabilities shall be regarded for all purposes as payments in gross without any right on the part of the Guarantor to claim the benefit thereof in reduction of the liability under this Guarantee, and the Guarantor shall not claim any setoff or counterclaim against the Borrower in respect of any liability of the Borrower to the Guarantor, claim or prove in the bankruptcy or insolvency of the Borrower in competition with the Credit Union or have any right to be subrogated to the Credit Union.

13. NO DISCHARGE OF GUARANTEE

This Guarantee shall not be discharged or otherwise affected by the death or loss of capacity of the Borrower, by any change in the name of the Borrower, or in the membership of the Borrower, if a partnership, or in the objects, capital structure or constitution of the Borrower, if a corporation or by the sale of the Borrower's business or any part thereof or by the Borrower being amalgamated with a corporation, but shall, notwithstanding any such event, continue to apply to all Guaranteed Liabilities whether theretofore or thereafter incurred; and in the case of a change in the membership of a Borrower which is a partnership or in the case of the Borrower being amalgamated with a corporation, this Guarantee shall apply to the liabilities of the resulting partnership or corporation, and the term "Borrower" shall include each such resulting partnership and corporation.

14. LIQUIDATION, BANKRUPTCY, ETC.

In the event of any liquidation, winding up or bankruptcy of the Borrower (whether voluntary or compulsory) or in the event that the Borrower shall make a bulk sale of its assets within the bulk transfer provisions of any applicable legislation or any composition with creditors or scheme of arrangement, the Credit Union shall have the right to rank in priority to the Guarantor for its claim in respect of the Guaranteed Liabilities and to receive all dividends or other payments in respect thereof until its claim has been paid in full, all without prejudice to its claim against the Guarantor who shall continue to be liable for any remaining unpaid balance of the Guaranteed Liabilities. In the event of any valuation or retention by the Credit Union of any securities, such valuation or retention shall not, as between the Credit Union and the Guarantor, be considered payment, satisfaction or reduction of any Guaranteed Liabilities.

15. ADVANCES, RENEWALS OR CREDITS TO BORROWER

All advances, renewals, and credits made or granted by the Credit Union purportedly to or for the Borrower, after the death, loss of capacity, bankruptcy or insolvency of the Borrower, but before the Credit Union has received notice thereof shall be deemed to form part of the Guaranteed Liabilities; and all advances, renewals, and credits obtained from the Credit Union purportedly by or on behalf of the Borrower shall be deemed to form part of the Guaranteed Liabilities, notwithstanding any lack or limitation of power, incapacity or disability of the Borrower or of the directors, partners or agents thereof or that the Borrower may not be a legal, or suitable entity, or any irregularity, defect or informality in the obtaining of such advances, renewals or credits, whether or not the Credit Union had knowledge thereof; and any such advance, renewal or credit which may not be recoverable from the Guarantor as Guarantor on the footing of this Guarantee shall be recoverable from the Guarantor as principal Borrower in respect thereof and shall be paid to the Credit Union on demand with interest at the rates or rates applicable to the Guaranteed Liabilities.

16. WAIVER OF SUBROGATION RIGHTS

In the event that the Credit Union receives any payments on account of the liability of the Guarantor, the Guarantor shall not have, and waives to the extent required, all rights to claim repayment from or against the Borrower and any other guarantors and all rights shall to be subrogated to any rights of the Credit Union, until the Guaranteed Liabilities have been paid in full.

17. DEBTS AND LIABILITIES ASSIGNED TO THE CREDIT UNION

All debts and liabilities, present and future of the Borrower to the Guarantor are hereby assigned to the Credit Union and postponed to the Guaranteed Liabilities, and all monies received by the Guarantor in respect thereof shall be received in trust for the Credit Union and forthwith upon receipt shall be paid over to the Credit Union, all without in any way lessening or limiting the liability of the Guarantor under this Guarantee; and this assignment and postponement is independent of the guarantee and shall remain in full force and effect until repayment in full to the Credit Union of all the Guaranteed Liabilities, notwithstanding that the liability of the Guarantor under this Guarantee may have been discharged or terminated.

18. TERMINATION OF FURTHER LIABILITY

The Guarantor or his executors or administrators, may, by giving thirty days notice in writing to the Credit Union at which the account of the Borrower is kept, terminate his further liability under this Guarantee in respect of the liabilities of the Borrower incurred or arising after the expiration of such thirty days, but not in respect of any Guaranteed Liabilities incurred or arising before the expiration of such thirty days even though not then matured; provided that notwithstanding receipt of any such notice the Credit Union may fulfill any requirements of the Borrower based on agreements expressly or implicitly made prior to the expiration of such thirty days and any resulting liabilities shall be covered by this Guarantee.

19. NO RIGHTS OF SET-OFF

All amounts payable by the Guarantor shall be paid without set-off or counterclaim and without any deduction or withholding whatsoever unless and to the extent that the Guarantor shall be prohibited by law from doing so, in which case the Guarantor shall pay to the Credit Union such additional amount as shall be necessary to ensure that the Credit Union receives the full amount it would have received if no such deduction or withholding had been made.

20. BINDING ON SIGNATORIES TO THE AGREEMENT

The Guarantee shall be operative and binding upon every signatory hereto notwithstanding the non-execution hereof by any other proposed signatory or signatories and possession of this instrument by the Credit Union shall be conclusive evidence against the Guarantor that the instrument was not delivered in escrow or pursuant to any agreement that is should not be effective until any condition precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Credit Union each signatory thereof obtains from the Credit Union receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.

21. AGREEMENTS BINDING ON SUCCESSORS IN INTEREST

This Guarantee shall extend to and enure the benefit of the Credit Union and its successors and assigns, and any reference herein to the Guarantor is a reference to and should be construed as including the Guarantor and the heirs, executors, administrators, legal representatives, successors and assigns of the Guarantor to and upon all of whom this Guarantee shall extend and be binding; if the Guarantor is a company, the term "successor" shall include without limiting its meaning, any company resulting from the amalgamation of the company with another company.

22. ELECTRONIC DOCUMENTS AND SIGNATURE

This document may be signed and delivered electronically or by other similar means and may be executed in counterparts, all of which shall be as effective as if signed and delivered as one original document with original signatures.

23. PROVISIONS SEVERABLE

Each provision of this Guarantee is distinct and severable. If any provision is found to be invalid or unenforceable, in whole or in part, the determination will only affect that provision and will not affect the validity or enforceability of the remaining provisions of this Guarantee.

24. FURTHER ASSURANCES

The Guarantor shall from time to time upon the request of the Credit Union, execute and deliver, under seal or otherwise, all such further agreements, instruments and documents and do all such further acts and things as the Credit Union may require to give effect to the transactions contemplated by this agreement.

25. NO WAIVER UNLESS IN WRITING

No term, condition of provision hereof or any right hereunder or in respect hereof, can be or shall be deemed to have been waived except by express waiver in writing signed by the Credit Union. Neither forbearance nor indulgence by the Credit Union shall constitute a waiver of any term, conditions or provision to be performed or observed by the Guarantor or any want of performance or observance thereof.

26. GOVERNING LAW AND APPLICABLE JURISDICTION

This Guarantee shall be governed by and construed in accordance with the laws of the Province of Saskatchewan. For the purpose of legal proceedings this agreement shall be deemed, to have been made in the Province of Saskatchewan and to have been performed there, and the Courts of Saskatchewan shall have jurisdiction over all disputes which may arise under the agreement and judgment recovered in the Courts of Saskatchewan against the Guarantor shall be binding on him. The Guarantor expressly agrees to submit to the jurisdiction of the Courts of Saskatchewan for the resolution of all disputes arising out of this agreement and agrees that unless the Credit Union otherwise specifies any legal action commenced on this Guarantee shall be tried at the judicial centre nearest the Credit Union provided always that nothing herein

contained shall prevent the Credit Union from proceeding against the Guarantor in the Courts of any other Province or Country.

27. NO MERGER

This Guarantee is in addition to and not in substitution for any other existing guarantees between the parties, whether made before or after this Guarantee, and this Guarantee shall not merge in any subsequent Guarantee or judgement obtained by the Credit Union unless expressly provided to the contrary in writing by the Credit Union.

28. DELIVERY OF GUARANTEE

The Guarantor acknowledges that this Guarantee is delivered as his act and deed and that he intends to be strictly bound by its provisions.

29. GUARANTEE UNDER THE SASKATCHEWAN FARM SECURITY ACT

In the event *The Saskatchewan Farm Security Act* shall apply to this Guarantee, then:

- (a) "Guaranteed Liability" or "Guaranteed Liabilities" shall be interpreted and read, so as to exclude such commissions, legal and other costs, charges and expenses as may be restricted by *The Saskatchewan Farm Security Act*.
- (b) The Limitation Provision shall be interpreted and read, so as to delete the costs and expenses incurred by the Credit Union in enforcing and collecting upon the Guarantee as between solicitor and client.
- (c) All remaining provisions of the Guarantee shall be interpreted, read and construed so as to be consistent with, and allowed by, *The Saskatchewan Farm Security Act* and any restriction as provided by that Act shall apply to this Guarantee.

30. HEADINGS

The Guarantor covenants and agrees with the Credit Union that the headings are included in this agreement only for convenience and do not form part of the covenants, provisos and agreements herein contained.

31. ENTIRE AGREEMENT

This Guarantee embodies all the agreements between the parties hereto relative to the guarantee, assignment and postponement and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein; and it is specifically agreed that the Credit Union shall not be bound by any representations or promises made by the Borrower to the Guarantor.

32. ACKNOWLEDGEMENT AND WAIVER

The Guarantor acknowledges having read the terms and conditions herein and having received a copy of this Guarantee and Postponement of Claim. The Guarantor hereby waives the requirement of being provided with a copy of any financing or verification statement or other registration pertaining to this agreement or security held in connection with the said loan or any renewal thereof, and expressly agrees that the Credit Union shall not be obliged to provide the Guarantor with a copy of any such statements or other registration.

33. COLLECTION AND USE OF INFORMATION

In providing a guarantee to the Credit Union in connection with the Guaranteed Liabilities of the Borrower to the Credit Union the Guarantor acknowledges that the Credit Union may be collecting and gathering personal, financial and credit information (Information) from and about Guarantor to:

- (a) obtain credit reports and evaluate the Guarantor's credit rating and credit worthiness;
- (b) determine the Guarantor's financial situation and make decisions about the said loan;
- (c) administer, monitor and collect the said loan;
- (d) comply with legal, security and regulatory requirements.

The Guarantor also acknowledges and agrees that the Credit Union may share Information with the Borrower where, in the opinion of the Credit Union, any change in the Information affects the ability to collect the loan and may share Information with any other lender or credit grantor that is participating in the loan or who may receive an assignment of all or part of the loan.

To the extent necessary the Guarantor hereby consents to the Credit Union obtaining, gathering, copying, scanning, updating, disclosing, sharing or exchanging such Information as may be necessary about the Guarantor for the purposes described. The Credit Union may use the Information for so long as it is needed for such purposes. The Guarantor understands that the Credit Union requires and may use the Guarantor's Social Insurance or Business Number as an aid to identify the Guarantor with credit bureaus and other financial institutions for credit matching purposes. The Guarantor understands that the provision of the Guarantor's Social Insurance Number for credit matching purposes is optional and is not a condition of service. The Guarantor also understands that the Guarantor may ask the Credit Union to stop using the Guarantor's Social Insurance Number for credit matching purposes at any time.

In the process of administering loans, the Credit Union may use service providers located in the United States. In the event that a service provider is located in the United States, Information may be processed and stored in the United States and United States governments, courts or law enforcement or regulatory agencies may be able to obtain disclosure of the Information through the laws of Canada and the United States.

34. PRIVACY

Credit Union and Privacy legislation prescribe and restrict the use of personal, financial or credit information (Information) without consent. To obtain details about Credit Union policies and procedures for protecting privacy of Information and Customer rights please contact the Credit Union, Attention: Privacy Officer.

Where an electronic signature is available and used, the person using the electronic signature is adopting such signature and authorizes it to be attached to or associated with this document.

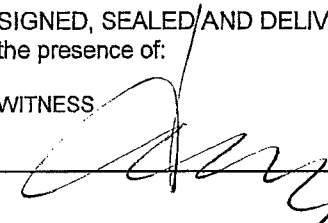
IN WITNESS WHEREOF the said Guarantor has affixed his hand and seal, or as the case may be, has hereto affixed its corporate seal attested by the hands of its duly authorized officers this 17th day July, 2017.

PRIVACY NOTICE: THIS FORM CONTAINS AN AUTHORIZATION TO SHARE AND EXCHANGE INFORMATION AND, UNLESS THE GUARANTOR HAS ASKED THE CREDIT UNION NOT TO DO SO, USE A SOCIAL INSURANCE NUMBER FOR CREDIT MATCHING PURPOSES.

SIGNED, SEALED AND DELIVERED in the presence of:

WITNESS

) IF GUARANTOR IS AN INDIVIDUAL OR PARTNER

 _____

IF GUARANTOR IS A CORPORATION

Print Exact Name of Corporation

C.S. By: _____
(Officer of Corporation)

C.S. By: _____
(Officer of Corporation)

AFFIX
CORPORATE
SEAL HERE

Name of Guarantor	Address	Postal Code
Holly Kolibab	615 Atton Crescent, Saskatoon, SK	S7W 0K4

**ACKNOWLEDGMENT OF GUARANTEE
CERTIFICATE OF LAWYER OR NOTARY PUBLIC**

I hereby certify that:

1. Holly Kral of the City of Saskatoon in the
(Guarantor)
Province of Saskatchewan, the Guarantor in the guarantee dated July 17, 2017, made
between Holly Kral and Affinity Credit Union 2013,
(Guarantor) (Credit Union)
which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he has
executed the guarantee;
2. I satisfied myself by examination of the Guarantor that he is aware of the contents of the guarantee and
understands it.
3. I have not prepared any documents on behalf of the Credit Union relating to the transaction and I am not otherwise
interested in the transaction.
4. I acknowledge that the Guarantor signed the following "Statement of Guarantor" in my presence.

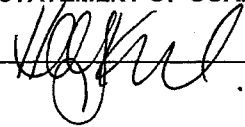
Given at Saskatoon, Sk, this 17th day of July, 2017, under my
hand and seal of office.

(SEAL REQUIRED
WHERE NOTARY PUBLIC
SIGNS CERTIFICATE.)

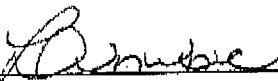
JENNY UNDERHILL
Barrister & Solicitor
Print Name of Lawyer or Notary Public
The Law Group
Suite 300, 110-21st Street East
Saskatoon SK S7K 0B6



A LAWYER OR A NOTARY PUBLIC IN AND
FOR THE PROVINCE OF SASKATCHEWAN

STATEMENT OF GUARANTOR

I am the person named in the certificate. 

This page and the annexed 11 pages form
Exhibit "F"
to the Affidavit of Dan Polkinghorne
sworn before me this 22nd day of July, 2020.



A COMMISSIONER FOR OATHS/NOTARY PUBLIC 
for the Province of Saskatchewan
My Commission/Appointment expires: March 31, 2025

(Affix Notary Seal)



Saskatchewan Personal Property Registry Search Result

Searching Party: Leland Kimpinski LLP
Search Date: 22-Jul-2020 08:17:29
Search Type: Standard

Search #: 203340927
Client Reference: WP93000.35
Control #:

Search Criteria

Search By: Business Debtor Name
Business Name

101100090 Saskatchewan Ltd.

The following list displays all matches & indicates the ones that were selected.
4 Registration(s) Found: Exacts (4) - Similar (0)

Selected	Match	Reg #	Registration Type	Debtor Name	City	Enforcement Instruction Reg #
Yes	Exact	301255882	Personal Property Security Agreement	101100090 Saskatchewan Ltd.	Saskatoon	N/A
Yes	Exact	301648983	Personal Property Security Agreement	101100090 Saskatchewan Ltd.	Saskatoon	N/A
Yes	Exact	301805993	Personal Property Security Agreement	101100090 SASKATCHEWAN LTD.	SASKATOON	N/A
Yes	Exact	301978462	Personal Property Security Agreement	101100090 Saskatchewan Ltd.	Saskatoon	N/A



**Saskatchewan
Personal Property Registry
Search Result**

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 14-Oct-2014 11:20:00

Registration #: 301255882
Expiry Date: 14-Oct-2030

Event Type: Amendment
Transaction Reason: Regular

Notations

Trust Indenture: No

Registrant

Party ID:	150001206-1	Address:	MAIN FLOOR, PO BOX 6, 505 BURRARD STREET
Entity Type:	Business		VANCOUVER,, BC
Name:	BUSINESS DEVELOPMENT BANK OF CANADA		V7X1V3 Canada

Secured Party

Item #:	1	Address:	135 - 21 Street East
Party ID:	150029358-1		Saskatoon, Saskatchewan
Entity Type:	Business		S7K0B4
Name:	Business Development Bank of Canada		Canada

Debtor Party

* Item #:	1	Address:	300-110-21st Street East
Party ID:	152197542-1		Saskatoon, Saskatchewan
Entity Type:	Business		S7K0B6
Name:	101100090 Saskatchewan Ltd.		Canada
Item #:	2	Address:	300-110-21st Street East
Party ID:	152197543-1		Saskatoon, Saskatchewan
Entity Type:	Business		S7K0B6
Name:	Kolibab Mechanical		Canada

General Property

ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR AND WITHOUT LIMITATION, ALL CROPS, FIXTURES AND LICENCES.

History - Setup

Registration Type: Personal Property Security Agreement
Registration Date: 14-Oct-2014 11:20:00

Registration #: 301255882
Transaction #: 1
Expiry Date: 14-Oct-2027

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: No



**Saskatchewan
Personal Property Registry
Search Result**

Registrant

Party ID:	150001206-1	Address:	MAIN FLOOR, PO BOX 6, 505 BURRARD STREET
Entity Type:	Business		VANCOUVER,, BC
Name:	BUSINESS DEVELOPMENT BANK OF CANADA		V7X1V3 Canada

Secured Party

Item #:	1	Address:	135 - 21 Street East
Party ID:	150029358-1		Saskatoon, Saskatchewan
Entity Type:	Business		S7K0B4
Name:	Business Development Bank of Canada		Canada

Debtor Party

Item #:	1	Address:	300-110-21st Street East
Party ID:	152197542-1		Saskatoon, Saskatchewan
Entity Type:	Business		S7K0B6
Name:	101100090 Saskatchewan Ltd.		Canada
Item #:	2	Address:	300-110-21st Street East
Party ID:	152197543-1		Saskatoon, Saskatchewan
Entity Type:	Business		S7K0B6
Name:	Kolibab Mechanical		Canada

General Property

ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR AND WITHOUT LIMITATION, ALL CROPS, FIXTURES AND LICENCES.

History - Amendment

Amendment Date: 20-Dec-2018 13:49:44

Registration #: 301255882
Transaction #: 2
Expiry Date: 14-Oct-2030

Event Type: Amendment
Transaction Reason: Regular

Life Time: Life Time Amended

Registrant

Party ID:	150001206-1	Address:	MAIN FLOOR, PO BOX 6, 505 BURRARD STREET
Entity Type:	Business		VANCOUVER,, BC
Name:	BUSINESS DEVELOPMENT BANK OF CANADA		V7X1V3 Canada



**Saskatchewan
Personal Property Registry
Search Result**

Current - Exact

Registration Type: Personal Property Security Agreement
 Registration Date: 13-Jul-2017 14:51:54

Registration #: 301648983
 Expiry Date: 13-Jul-2022

Event Type: Amendment
 Transaction Reason: Regular

Notations

Trust Indenture: No

Registrant

Party ID:	152754244-1	Address:	336 - 6th Avenue North
Entity Type:	Business		Saskatoon, Saskatchewan
Name:	Leland Kimpinski LLP		S7K2S5 Canada

Secured Party

Item #:	1	Address:	PO Box 1330
Party ID:	152920204-1		Saskatoon, Saskatchewan
Entity Type:	Business		S7K3P4
Name:	Affinity Credit Union 2013		Canada

Debtor Party

* Item #:	1	Address:	300 110 21st Street East
Party ID:	152817333-1		Saskatoon, Saskatchewan
Entity Type:	Business		S7K0B6
Name:	101100090 Saskatchewan Ltd.		Canada

Serial Property

Item #:	1	Year:	1999
Serial Type:	Motor Vehicle	Make/Desc:	Ford
Serial #:	2FTRF18W41CA49460	Model:	Single Cab
Override:	No	Color:	Blue
Item #:	2	Year:	2005
Serial Type:	Motor Vehicle	Make/Desc:	FORD
Serial #:	1FTNE24L85HB10729	Model:	ECONOLINE E250
Override:	No	Color:	WHITE
Item #:	3	Year:	2005
Serial Type:	Motor Vehicle	Make/Desc:	GMC
Serial #:	1GTHK29K98E124120	Model:	SIERRA 2500HD
Override:	No	Color:	RED
Item #:	4	Year:	
Serial Type:	Motor Vehicle	Make/Desc:	GMC VAN
Serial #:	1GTW7GCA6D1160872	Model:	
Override:	No	Color:	WHITE



Saskatchewan Personal Property Registry Search Result

Item #:	5	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	FORD
Serial #:	1FT7W2B66BEC26849	Model:	F-250
Override:	No	Color:	BLUE
Item #:	6	Year:	2019
Serial Type:	Motor Vehicle	Make/Desc:	FORD
Serial #:	1FTEW1EG7KFB53717	Model:	F-150 LIMITED
Override:	No	Color:	WHITE
Item #:	7	Year:	2006
Serial Type:	Motor Vehicle	Make/Desc:	FORD
Serial #:	1FTVX14546NA74854	Model:	F-150 SUPERCAB
Override:	No	Color:	GREY
Item #:	8	Year:	
Serial Type:	Motor Vehicle	Make/Desc:	CHEVROLET
Serial #:	1GCZGFBAXA1141598	Model:	EXPRESS 2500 CARGO VAN
Override:	No	Color:	WHITE
Item #:	9	Year:	2014
Serial Type:	Motor Vehicle	Make/Desc:	DODGE
Serial #:	1C6RR7LT0ES15165	Model:	RAM 1500
Override:	Yes	Color:	GREY
Item #:	10	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	FORD
Serial #:	1FTEX1EM0BFC67688	Model:	F-150 SUPERCAB
Override:	No	Color:	BLACK
Item #:	11	Year:	
Serial Type:	Motor Vehicle	Make/Desc:	KUBOTA
Serial #:	4FF1930	Model:	U17 MINI EXCAVATOR 41604
Override:	Yes	Color:	
Item #:	12	Year:	
Serial Type:	Motor Vehicle	Make/Desc:	BOBCAT 160 c/w TOOTH BUCKET
Serial #:	529911626	Model:	S160
Override:	Yes	Color:	

General Property

ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY, PROCEEDS: ACCOUNTS, CASH, CHATTEL PAPER, INTANGIBLES, GOODS, INSURANCE PROCEEDS, CHEQUES, DOCUMENTS OF TITLE, INSTRUMENTS, SECURITIES, TRADE-INS AND ALL OTHER SUBSTITUTIONS OF ANY KIND WHATSOEVER DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALINGS WITH THE GENERAL COLLATERAL OR PROCEEDS THEREFROM.

History - Setup

Registration Type: Personal Property Security Agreement
Registration Date: 13-Jul-2017 14:51:54

Registration #: 301648983
Transaction #: 1
Expiry Date: 13-Jul-2022

Event Type: Setup

Search #: 203340927

22-Jul-2020 08:18 AM

Page 5 of 11



**Saskatchewan
Personal Property Registry
Search Result**

Transaction Reason: Regular

Transaction Description: Register General Security Agreement

Notations

Trust Indenture: No

Registrant

Party ID:	152754244-1	Address:	336 - 6th Avenue North
Entity Type:	Business		Saskatoon, Saskatchewan
Name:	Leland Kimpinski LLP		S7K2S5 Canada

Secured Party

Item #:	1	Address:	300 130 1st Avenue North
Party ID:	151874592-1		Saskatoon, Saskatchewan
Entity Type:	Business		S7K0G1
Name:	Affinity Credit Union 2013		Canada

Debtor Party

Item #:	1	Address:	300 110 21st Street East
Party ID:	152817333-1		Saskatoon, Saskatchewan
Entity Type:	Business		S7K0B6
Name:	101100090 Saskatchewan Ltd.		Canada

General Property

ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY, PROCEEDS: ACCOUNTS, CASH, CHATTEL PAPER, INTANGIBLES, GOODS, INSURANCE PROCEEDS, CHEQUES, DOCUMENTS OF TITLE, INSTRUMENTS, SECURITIES, TRADE-INS AND ALL OTHER SUBSTITUTIONS OF ANY KIND WHATSOEVER DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALINGS WITH THE GENERAL COLLATERAL OR PROCEEDS THEREFROM.

History - Amendment

Amendment Date: 10-Jan-2018 03:56:47

Registration #: 301648983

Transaction #: 2

Event Type: Amendment

Transaction Reason: Regular

Transaction Description: Global Change

Registrant

Party ID:	152920204-1	Address:	PO Box 1330
Entity Type:	Business		Saskatoon, Saskatchewan
Name:	Affinity Credit Union 2013		S7K3P4 Canada



Saskatchewan Personal Property Registry Search Result

Secured Party

Action:	Update	Address:	PO Box 1330
Item #:	1		Saskatoon, Saskatchewan
Party ID:	152920204-1		S7K3P4
Entity Type:	Business		Canada
Name:	Affinity Credit Union 2013		

History - Amendment

Amendment Date: 21-Apr-2020 14:18:58

Registration #: 301648983

Transaction #: 3

Event Type: Amendment
Transaction Reason: Regular

Registrant

Party ID:	152754244-1	Address:	336 - 6th Avenue North
Entity Type:	Business		Saskatoon, Saskatchewan
Name:	Leland Kimpinski LLP		S7K2S5
			Canada

Serial Property

Action:	Add	Year:	1999
Item #:	1	Make/Desc:	Ford
Serial Type:	Motor Vehicle	Model:	Single Cab
Serial #:	2FTRF18W41CA49460	Color:	Blue
Override:	No		
Action:	Add	Year:	2005
Item #:	2	Make/Desc:	FORD
Serial Type:	Motor Vehicle	Model:	ECONOLINE E250
Serial #:	1FTNE24L85HB10729	Color:	WHITE
Override:	No		
Action:	Add	Year:	2005
Item #:	3	Make/Desc:	GMC
Serial Type:	Motor Vehicle	Model:	SIERRA 2500HD
Serial #:	1GTHK29K98E124120	Color:	RED
Override:	No		
Action:	Add	Year:	
Item #:	4	Make/Desc:	GMC VAN
Serial Type:	Motor Vehicle	Model:	
Serial #:	1GTW7GCA6D1160872	Color:	WHITE
Override:	No		



Saskatchewan Personal Property Registry Search Result

Action: Add
Item #: 5
Serial Type: Motor Vehicle
Serial #: 1FT7W2B66BEC26849
Override: No

Year: 2012
Make/Desc: FORD
Model: F-250
Color: BLUE

Action: Add
Item #: 6
Serial Type: Motor Vehicle
Serial #: 1FTEW1EG7KFB53717
Override: No

Year: 2019
Make/Desc: FORD
Model: F-150 LIMITED
Color: WHITE

Action: Add
Item #: 7
Serial Type: Motor Vehicle
Serial #: 1FTVX14546NA74854
Override: No

Year: 2006
Make/Desc: FORD
Model: F-150 SUPERCAB
Color: GREY

Action: Add
Item #: 8
Serial Type: Motor Vehicle
Serial #: 1GCZGFBAXA1141598
Override: No

Year:
Make/Desc: CHEVROLET
Model: EXPRESS 2500 CARGO VAN
Color: WHITE

Action: Add
Item #: 9
Serial Type: Motor Vehicle
Serial #: 1C6RR7LT
Override: Yes

Year: 2014
Make/Desc: DODGE
Model: RAM 1500
Color: GREY

Action: Add
Item #: 10
Serial Type: Motor Vehicle
Serial #: 1FTEX1EM0BFC67688
Override: No

Year: 2011
Make/Desc: FORD
Model: F-150 SUPERCAB
Color: BLACK

History - Amendment

Amendment Date: 21-Apr-2020 16:05:32

Registration #: 301648983

Transaction #: 4

Event Type: Amendment
Transaction Reason: Regular

Registrant

Party ID:	152754244-1	Address:	336 - 6th Avenue North
Entity Type:	Business		Saskatoon, Saskatchewan
Name:	Leland Kimpinski LLP		S7K2S5
			Canada



Saskatchewan Personal Property Registry Search Result

Serial Property

Action:	Update	Year:	2014
Item #:	9	Make/Desc:	DODGE
Serial Type:	Motor Vehicle	Model:	RAM 1500
Serial #:	1C6RR7LT0ES15165	Color:	GREY
Override:	Yes		
Action:	Add	Year:	
Item #:	11	Make/Desc:	KUBOTA
Serial Type:	Motor Vehicle	Model:	U17 MINI EXCAVATOR 41604
Serial #:	4FF1930	Color:	
Override:	Yes		
Action:	Add	Year:	
Item #:	12	Make/Desc:	BOBCAT 160 c/w TOOTH BUCKET
Serial Type:	Motor Vehicle	Model:	S160
Serial #:	529911626	Color:	
Override:	Yes		



Saskatchewan
Personal Property Registry
Search Result

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 22-Aug-2018 13:23:34

Registration #: 301805993
Expiry Date: 01-May-2024

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: No

Registrant

Party ID:	152168440-1	Address:	Unit 2 - 396 Assiniboine Avenue
Entity Type:	Business		Winnipeg, Manitoba
Name:	POLARIS LEASING LTD.		R3C0Y1 Canada

Secured Party

Item #:	1	Address:	Unit 2 - 396 Assiniboine Avenue
Party ID:	152168440-1		Winnipeg, Manitoba
Entity Type:	Business		R3C0Y1
Name:	POLARIS LEASING LTD.		Canada

Debtor Party

Item #:	1	Address:	615 ATTON CRESCENT
Party ID:	153072799-1		SASKATOON, Saskatchewan
Entity Type:	Person		S7W0K4
Name:	KOLIBAB, RYAN JAMES		Canada
Birth Date:	30-Jun-1981		

Item #:	2	Address:	3306 FAITHFUL AVE.
Party ID:	153072800-1		SASKATOON, Saskatchewan
Entity Type:	Business		S7K8H1
Name:	KOLIBAB MECHANICAL LTD.		Canada

* Item #:	3	Address:	3306 FAITHFUL AVE.
Party ID:	153072801-1		SASKATOON, Saskatchewan
Entity Type:	Business		S7K8H1
Name:	101100090 SASKATCHEWAN LTD.		Canada

Serial Property

Item #:	1	Year:	2019
Serial Type:	Trailer	Make/Desc:	CONTINENTAL CARGO TRAILER
Serial #:	5NHUAPZ23KN087780	Model:	
Override:	No	Color:	



Saskatchewan
Personal Property Registry
Search Result

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 21-Nov-2019 13:29:52

Registration #: 301978462
Expiry Date: 21-Nov-2026

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: No

Registrant

Party ID:	153111463-1	Address:	200, 450 - 2nd Ave N
Entity Type:	Business		Saskatoon, Saskatchewan
Name:	Cuelenaere LLP		S7K2C3 Canada

Secured Party

Item #:	1	Address:	102 Saskatchewan Crescent West
Party ID:	152775988-1		Saskatoon, Saskatchewan
Entity Type:	Business		S7M0A3
Name:	Specific Consulting Corp.		Canada

Debtor Party

* Item #:	1	Address:	615 Atton Crescent
Party ID:	153359274-1		Saskatoon, Saskatchewan
Entity Type:	Business		S7W0K4
Name:	101100090 Saskatchewan Ltd.		Canada
Item #:	2	Address:	615 Atton Crescent
Party ID:	153359275-1		Saskatoon, Saskatchewan
Entity Type:	Business		S7W0K4
Name:	Kolibab Mechanical		Canada

General Property

All of the Debtors' present and after-acquired property

End of Search Result

This page and the annexed 2 pages form
Exhibit "G"
to the Affidavit of Dan Polkinghorne
sworn before me this 22nd day of July, 2020.

[Signature]
A COMMISSIONER FOR OATHS/NOTARY PUBLIC *[initials]*

for the Province of Saskatchewan

My Commission/Appointment expires: March 31, 2025

(Affix Notary Seal)



via Registered Mail

Reply to: WAYNE L. PEDERSON
Direct Dial: (306) 653-6427
E-mail: wpederson@lelandlaw.ca

Assistant: PATTI MALACH
Direct Dial: (306) 653-6473
E-mail: pmalach@lelandlaw.ca

June 17, 2020

101100090 Saskatchewan Ltd. o/a Kolibab Mechanical
615 Atton Crescent
Saskatoon, SK S7W 0K4

Attention: Ryan Kolibab

Dear Sir and/or Madam:

Re: Outstanding Loans with Affinity Credit Union 2013 ("Affinity")
Loan #: 1738210-2
Loan #: 1738210-max 1
Our File #: WP93000.35

We wish to advise that this office acts for Affinity with regard to collection of the amounts owing on your outstanding Loans which are payable On Demand.

As of June 12, 2020, Affinity advises that the balance owing on your Loans are as follows:

Loan # 1738210-2:

Principal Balance	\$ 86,352.17
Accrued Interest	\$ 1,132.98
Total Principal & Accrued Interest	
owing as of June 12, 2020	\$ 87,485.15
Per Diem rate after June 12, 2020	\$ 15.26

Loan # 1738210-max 1:

Principal Balance	\$ 347,135.24
Accrued Interest	\$ 2,507.54
Total Principal & Accrued Interest	
owing as of June 12, 2020	\$ 349,642.78
Per Diem rate after June 12, 2020	\$ 56.59

We hereby **DEMAND** payment in full of the Principal and Interest owing on your Loans in the amount of **\$437,127.93 together with applicable per diems from June 12, 2020 to date of payment.**

Please remit payment in the amount of **\$437,127.93 together with applicable per diems from June 12, 2020 to date of payment** in the form of a **bank draft** or **money order** (personalized cheques will **NOT** be accepted) payable and addressed to our office as follows:

**Leland Kimpinski LLP
Attention: WAYNE L. PEDERSON
336 6th Avenue North
Saskatoon, SK S7K 2S5**

Please govern your actions accordingly.

Yours truly,

LELAND KIMPINSKI LLP

Wayne L. Pederson

/plm

cc: Affinity Credit Union 2013
Attention: Judy du Chalard

This page and the annexed 10 pages form
Exhibit "H"
to the Affidavit of Dan Polkinghorne
sworn before me this 22nd day of July, 2020.



A COMMISSIONER FOR OATHS/NOTARY PUBLIC *AD*

for the Province of Saskatchewan

My Commission/Appointment expires: MARCH 31, 2025

(Affix Notary Seal)

Application No. 3168882
 Account No. _____
 Loan No. 1738210-2
 Date of Application January 16th, 2020

Farm/Business Application For Credit

- Term Loan
- Revolving Line of Credit
- Quick Loan
- Letter of Credit
- Mortgage Loan
- Amendment to Existing Loan

Affinity Credit Union 2013

P.O. Box 1330 Saskatoon SK S7K 3P4
 (the "Credit Union")

APPLICANT(S):

101100090 Saskatchewan LTD 3306 Faithfull Ave, Saskatoon, SK, S7K 8H1, Canada

Business name and address (if applicable):

101100090 Saskatchewan LTD
3306 Faithfull Ave Saskatoon SK S7K 8H1

Phone: (306) 249-1049 Fax: _____ Email: _____
 (the "Applicant")

The Applicant hereby applies for:

A loan in the principal amount of	\$	<u>100,000.00</u>
Fees to be financed (if applicable)	\$	<u>0.00</u>
Insurance premium to be financed (if applicable)		
<u>No</u> Disability	\$	<u>0.00</u>
<u>No</u> Life	\$	<u>0.00</u>
<u>No</u> Critical Illness	\$	<u>0.00</u>
Total Loan Applied for	\$	<u>100,000.00</u>

The Applicant declines the following insurance coverage:

- Life
- Disability
- Critical Illness

 Initials

Amount of Loan Request: \$ 100,000.00 Term: 5 Months Amortization: 5 Months

Purpose/Intended Use:

Loan is requested to bring LOC back within authorized limit.

Is there a third party instructing what happens with this account? No Yes (complete AML 9.330)

Where Applicant is an entity (entity includes corporation, partnership and unincorporated organization):

Is a current completed AML 313.01 on file?

Yes (on No. 1738210); No (complete applicable AML 313.01)

Has identity of signing authorities been previously ascertained and verified?

Yes (on No. 1738210); No (complete AML 9.310 or AML 342.01, as applicable)

Where Applicant is an individual:

Has Identity of Applicant been previously ascertained and verified?

Applicant No. 1 Yes (on No. _____); No (complete AML 9.310 or AML 342.01, as applicable)

Applicant No. 2 Yes (on No. _____); No (complete AML 9.310 or AML 342.01, as applicable)

Applicant No. 3 Yes (on No. _____); No (complete AML 9.310 or AML 342.01, as applicable)

Applicant No. 4 Yes (on No. _____); No (complete AML 9.310 or AML 342.01, as applicable)

Applicant No. 5 Yes (on No. _____); No (complete AML 9.310 or AML 342.01, as applicable)

Applicant No. 6 Yes (on No. _____); No (complete AML 9.310 or AML 342.01, as applicable)

Is Applicant a Politically Exposed Foreign Person (PEFP) or close associate, Politically Exposed Domestic Person (PEDP) or Head of an International Organization (HIO) (includes family members of all)?

Applicant No. 1 No Yes, reason: _____

Applicant No. 2 No Yes, reason: _____

Applicant No. 3 No Yes, reason: _____

Applicant No. 4 No Yes, reason: _____

Applicant No. 5 No Yes, reason: _____

Applicant No. 6 No Yes, reason: _____

(complete AML 312.01 for any PEFP and for any high risk PEDP or HIO.)

Time and Manner of Payment:

Interest shall be payable on the Loan at the rate of interest equal to the Prime Rate of Interest of the Credit Union declared from time to time, plus 4.0000% per annum.

At the time of making this Agreement the Prime Rate of Interest of the Credit Union is 3.95000% per annum.

Term: 5 Months Amortization: 5 Months

On Demand, Until Demand; interest shall be paid monthly, the first installment of interest to be made on January 31, 2020, and such payments to continue until February 29, 2020. Commencing on February 29, 2020 monthly installments of \$20,474.89 each are to begin, with a like payment every month thereafter until June 30, 2020 at which time the total amount owing (inclusive of principal and interest) shall be paid

Except as otherwise agreed, each payment will be applied firstly on interest, the balance on principal. Where loans are repayable with interest calculated on the basis of the Credit Union Prime Rate of Interest, plus a percentage (Floating Rate), instalments may fluctuate according to changes in Prime.

Skip A Payment (complete if applicable)

So long as any qualifying and notice requirements are met at the time, the Credit Union may allow a regular payment on the loan to be skipped. The unpaid amount resulting from the skipped payment will be handled as follows:

N/A

Electronic Disclosure Statements, Notices and Renewals (complete if applicable)

- The Applicant requests the Credit Union deliver, and the Applicant consents to receive loan and disclosure statements, notices and renewals relating to the loan(s) electronically. By consenting to receive such statements, notices and renewals electronically the Applicant acknowledges that they will no longer receive paper statements, notices and renewals relating to their loans and accounts. Electronic statements received online will only be available online for a limited time from the statement date. Should the Applicant require a permanent record they will print or save a copy of any statements they require.

Applicant Declaration:

The Applicant acknowledges, understands and agrees that any loan granted by the Credit Union to them shall be subject to the following terms and conditions which terms and conditions shall be deemed to be part of the loan contract:

- 1) All statements in this application and the net worth statement are correct. Except as otherwise specifically disclosed, all statutory remittances and other payables are current.
- 2) The Credit Union is relying on the accuracy of all information contained in the application and in the net worth statement for the purpose of granting credit to the Applicant.
- 3) If, between the time of this application and the advancing of funds, the Credit Union has reason to believe that any of the information which the Applicant provided is incorrect or there is a material change in their circumstances, the Credit Union will be under no obligation to advance any funds.
- 4) The Applicant will execute in favour of and deliver to the Credit Union such documents as the Credit Union may require for the granting of the loan(s) including, but not restricted to, all mortgages, promissory notes, loan or repayment agreements, security agreements, assignments, life, fire or other insurance policies and they further agree to provide such additional security as the Credit Union may from time to time require for the maintenance of the loan(s). The provisions and terms of this application and any approval shall survive the preparation, execution and registration of the security for the loan and the advance of funds. There shall be no merger of these provisions with the security granted, to the extent that if there is any conflict or inconsistency between the terms of this agreement and the security of the loan, the terms of the security shall prevail.
- 5) At the request of the Credit Union, the Applicant will provide the Credit Union with a written acknowledgment of the amount outstanding. The Applicant authorizes the Credit Union to automatically transfer payments from their account(s) to pay the loan and agree such payments shall constitute an acknowledgment of the debt on the date(s) on which the payments were transferred. For the purpose of *The Limitations Act* and making payments the Applicant agrees all Applicants are agents of each other.
- 6) The Applicant acknowledges having read the terms and conditions herein and having received a copy of this Agreement. The Applicant hereby waives the requirement of being provided with a copy of any financing or verification statement or other registration pertaining to this Agreement or any security held for this Agreement or any renewal or discharge or any judgment or judgment renewal arising from this loan.
- 7) This is accepted as written notice that the Credit Union will be collecting and gathering personal, financial and credit information from and about the Applicant (Information) to:
 - (i) verify and/or authenticate their identity;
 - (ii) obtain credit reports and evaluate their credit rating and credit worthiness and check references;
 - (iii) better understand their financial situation and make decisions about loan or credit applications;
 - (iv) administer, monitor and service their account and collect their loan;

- (v) administer and manage security and risk in relation to their loan and any of their accounts and the financial services provided to them;
- (vi) comply with legal, security and regulatory requirements;
- (vii) assist in dispute resolution;
- (viii) better understand their needs and eligibility for products or services and manage their relationship with the credit union;
- (ix) conduct research and surveys to assess their satisfaction with the credit union, its products and services;
- (x) offer and provide them with the other products and services of the credit union and of its partners, affiliates and service suppliers.

The Applicant understands the Credit Union requires and may use their Social Insurance or Business Number as may be applicable as an aid to identify them with credit bureaus and other financial institutions for credit matching purposes or for income tax reporting purposes. They also understand that the provision of their Social Insurance Number for credit matching purposes is optional and is not a condition of service.

The Applicant understands that the Credit Union needs their consent to collect, use and disclose Information gathered about them except when the law allows the Credit Union to do so without their consent. For that purpose, the Applicant authorizes, consents to, and accepts this as written notice of the Credit Union obtaining, gathering, copying, scanning, updating, using, disclosing, sharing or exchanging such Information about them at any time for the purposes described including from or with any credit bureau, government agency, credit grantor or other entity in possession of such Information and they specifically direct and authorize such entities to provide Information at the Credit Union's request. The Credit Union is also authorized to continually update, obtain and use Information at any time in connection with their loans, including enforcement purposes. The Credit Union may share and exchange Information with any guarantor of the loan or any other lender or credit grantor that is participating in the loan or who may receive an assignment of all or part of the loan. The Credit Union may use this Information for so long as it is needed for the purposes described. The Applicant understands that they can ask the Credit Union to stop using the Information to offer other products or services at any time.

The Applicant also understands that they may ask the Credit Union to stop using their Social Insurance Number for credit matching purposes at any time. The Applicant understands it is necessary to keep their Information current and they agree to notify the Credit Union of any changes in their Information.

For the purpose of this authorization, Credit Union partners, affiliates and service suppliers mean Credit Union partners, affiliates and service suppliers that are engaged in the business of providing services or products to the public in Canada including, but not limited to deposits, financing arrangements, credit, charge and payment card services, trust and custodial services, securities and brokerage services, insurance services, electronic services, information and technology services, educational and consulting services.

To assist in providing financial services, the Credit Union may use cloud providers or other service providers located outside of Canada. In the event a cloud provider is used or a service provider is located outside of Canada, Information may be processed and stored outside of Canada and foreign governments, courts or law enforcement or regulatory agencies may be able to obtain disclosure of the Information through the laws of Canada and the foreign jurisdiction.

Credit Union and Privacy legislation prescribe and restrict the use of personal, financial or credit information (Information) without consent. To obtain details about Credit Union policies and procedures for protecting privacy of Information and Customer rights please contact the Credit Union, Attention: Privacy Officer.

- 8) The Applicant will from time to time, upon request of the Credit Union, provide the Credit Union with any information that it may require concerning the operation of their business and permit the Credit Union or its agents to inspect security pledged in support of any financing they receive from the Credit Union; and they authorize the Credit Union or its agents to obtain from any creditor, person, or credit reporting agency and for those said persons, creditors or agencies to provide such information as may be required by the Credit Union at any time; and they authorize that any information obtained in the course of such investigations or any other information presently in the possession of the Credit Union may be exchanged with other credit reporting agencies or creditors with whom they deal now or in the future. The Applicant further authorizes the Credit Union to provide such information it deems appropriate to any person(s) and/or corporation who is to co-make or guarantee the requested loan(s), or who is presently co-maker or guarantor of existing loans.
- 9) The Applicant will pay all costs in connection with this loan application, including all legal, appraisal, search, registration, insurance and other fees and charges associated with the preparation and registration of any security documents.
- 10) The Credit Union may conduct an annual review of all credit facilities. The Applicant will pay the Credit Union's fees and charges associated with the annual review. The Credit Union may add such fees and charges to the loan.

- 11) If the Applicant is in default in repaying this loan, they agree to pay the Credit Union any missed payments, interest on any missed payments, reasonable charges respecting costs or expenses including legal costs the Credit Union incurs in collecting or attempting to collect a payment or enforcing this Agreement or realizing on any security interest or protecting the subject-matter of any security interest after default, and reasonable charges respecting costs the Credit Union incurs because their payment is dishonoured. Provided in the event *The Saskatchewan Farm Security Act* or *The Cost of Credit Disclosure Act, 2002* as may be amended or replaced from time to time, applies to this Agreement, the costs, expenses and fees chargeable to the Applicant shall be limited to those allowed under that Act, as applicable.
- 12) In the event of default of any payment or in default of any term hereof, the entire amount of the indebtedness to the Credit Union shall, at the option of the Credit Union, become immediately due and payable by the Applicant.
- 13) Unless indicated otherwise, the Applicant represents the loan is not to be used by or on behalf of a third party.
- 14) If the Applicant has provided the Credit Union with a fax number, email address, cell phone number or contact information for any other electronic communication medium, they are authorizing the Credit Union to communicate with them electronically via that medium. The Applicant recognizes such electronic communications may not be completely secure and agrees to accept that risk and to take the steps we deem necessary to ensure the medium is secure. The Applicant acknowledges and agrees that the Credit Union will not be responsible for any damages they may incur in the event that a third party obtains access to confidential information via the electronic communication exchange. The Applicant also authorizes and directs the Credit Union to accept instruction sent from that contact number or address which shall be received and accepted by the Credit Union as a communication and direction from all of them who have signed this Agreement and they collectively agree to be bound by any such communication or direction received by the Credit Union or sent to them by the Credit Union at that number or address.
- 15) This document may be signed and delivered electronically or by other similar means and may be executed in counterparts, all of which shall be as effective as if signed and delivered as one original document with original signatures.
- 16) When an account number and amount is completed in this paragraph, the Applicant authorizes payment of the amount by auto transfer from the account number indicated. The Applicant warrants that the signatures set out below are signatures of persons authorized to sign on the account number specified.

1738210-max 1

(Account Number)

\$

(Amount)

- 17) **Cost of Credit Disclosure (applicable to non-corporate farm borrowers):** The Applicant acknowledges receipt of the Disclosure Statement which is a separate form accompanying this Application.

Consent to Delivery of Disclosure Statement:

Where there is more than one borrower on this loan, they consent and agree to the Credit Union delivering all Disclosure Statements including any future statement, notice or other documents required to be delivered in relation to this loan to only one borrower.

Waiver of Advance Delivery of Disclosure:

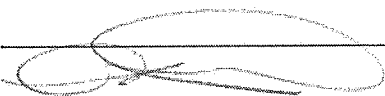
In the event of a mortgage loan, the Credit Union is required to provide this Disclosure Statement at least two business days before the Applicant incurs any obligation or makes any payment to the Credit Union in connection with the mortgage loan. By signing this document the Applicant agrees to waive this requirement.

DATED, this 17 day of Jan, 2020, at Saskatoon,
Saskatchewan.

PRIVACY NOTICE: THIS FORM CONTAINS AN AUTHORIZATION TO SHARE AND EXCHANGE INFORMATION AND, UNLESS THE APPLICANT HAS ASKED THE CREDIT UNION NOT TO DO SO, USE A SOCIAL INSURANCE NUMBER FOR CREDIT MATCHING PURPOSES

Where an electronic signature is available and used, the person using the electronic signature is adopting such signature and authorizes it to be attached to or associated with this document.

WITNESS



IF APPLICANT IS AN INDIVIDUAL OR PARTNERSHIP

SIGNATURE OF APPLICANT(S)

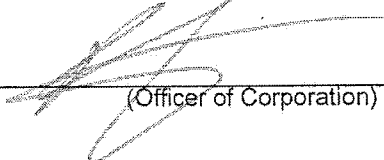
IF APPLICANT IS A CORPORATION

affix
seal
here

(if applicable)

101100090 Saskatchewan LTD

Print Exact Name of Corporation

By: 
(Officer of Corporation)
By: _____
(Officer of Corporation)
By: _____
(Officer of Corporation)
By: _____
(Officer of Corporation)

AGREEMENT OF GUARANTOR

In consideration of the Credit Union granting the loan applied for herein to the Applicant, the Guarantor(s) hereby guarantees repayment of the said loan, in accordance with the terms established for repayment including any amendment to the loan or extension of time for payment and agrees to execute a Guarantee in favour of the Credit Union, and to be bound by all of the terms and conditions set out in this application and in the Guarantee.

In providing a guarantee to the Credit Union in connection with the loan applied for the Guarantor(s) acknowledges that the Credit Union may be collecting and gathering personal, financial and credit information (Information) from and about the Applicant(s) to:

- (i) verify and/or authenticate the Guarantor's identity;
- (ii) obtain credit reports and evaluate the Guarantor's credit rating and credit worthiness and check references;
- (iii) better understand the Guarantor's financial situation and make decisions about the said loan;
- (iv) administer, monitor and collect the said loan;
- (v) comply with legal, security and regulatory requirements.

The Guarantor(s) acknowledges and agrees that the Credit Union may share Information with the Applicant where, in the opinion of the Credit Union, any change in the Information affects the ability to collect the loan and may share Information with any other lender or credit grantor that is participating in the loan or who may receive an assignment of all or part of the loan copying, scanning, updating, disclosing, sharing or exchanging such Information as may be necessary about the Guarantor(s). To the extent necessary the Guarantor(s) hereby consents to the Credit Union obtaining, gathering, for the purposes described. The Credit Union may use the Information for so long as it is needed for such purposes.

The Guarantor(s) understands that the Credit Union requires and may use their Social Insurance or Business Number as an aid to identify the Guarantor(s) with credit bureaus and other financial institutions for credit matching purposes. The Guarantor(s) understands that the provision of their Social Insurance Number for credit matching purposes is optional and is not a condition of service. The Guarantor(s) also understands that they may ask the Credit Union to stop using their Social Insurance Number for credit matching purposes at any time.

To assist in providing financial services, the Credit Union may use cloud providers or other service providers located outside of Canada. In the event a cloud provider is used or a service provider is located outside of Canada, Information may be processed and stored outside of Canada and foreign governments, courts or law enforcement or regulatory agencies may be able to obtain disclosure of the Information through the laws of Canada and the foreign jurisdiction.

The Guarantor(s) acknowledges having read the terms and conditions herein and having received a copy of this Agreement. The Guarantor(s) hereby waives the requirement of being provided with a copy of any financing or verification statement or other registration pertaining to this Agreement or to the security held for this Agreement or any renewal or discharge or any judgment or judgment renewal arising from this loan and any guarantees.

And the Guarantor(s) further agrees if payment is not made as provided, to pay the fees and charges as detailed in the application herein. The Guarantor(s) further agrees to execute in favour of and deliver to the Credit Union the following additional security for the repayment of the loan:

Name and Address of Guarantor(s): Ryan Kolibab

615 Atton CRES, Saskatoon, SK, S7W0K4, Canada

Amount of Guarantee: Full Loan Partial \$ _____

Check if existing Guarantee and Postponement of Claim to apply. Date of existing Guarantee: Dec 21, 2018

Name and Address of Guarantor(s): _____

Amount of Guarantee: Full Loan Partial \$ _____

Check if existing Guarantee and Postponement of Claim to apply. Date of existing Guarantee: _____

Name and Address of Guarantor(s): _____

Amount of Guarantee: Full Loan Partial \$ _____

Check if existing Guarantee and Postponement of Claim to apply. Date of existing Guarantee: _____

Name and Address of Guarantor(s): _____

Amount of Guarantee: Full Loan Partial \$ _____

Check if existing Guarantee and Postponement of Claim to apply. Date of existing Guarantee: _____

Name and Address of Guarantor(s): _____

Amount of Guarantee: Full Loan Partial \$ _____

Check if existing Guarantee and Postponement of Claim to apply. Date of existing Guarantee: _____

Name and Address of Guarantor(s): _____

Amount of Guarantee: Full Loan Partial \$ _____

Check if existing Guarantee and Postponement of Claim to apply. Date of existing Guarantee: _____

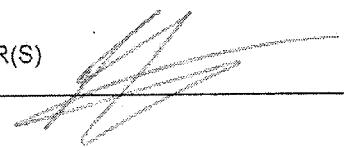
Where an electronic signature is available and used, the person using the electronic signature is adopting such signature and authorizes it to be attached to or associated with this document.

WITNESS



GUARANTOR(S)

Ryan Kolibab



NB. COMPLETE GUARANTEE IF GUARANTEE REQUIRED. COMPLETE SEPARATE SECURITY AGREEMENT OR MORTGAGE, AS APPLICABLE, WHERE GUARANTOR IS PROVIDING SECURITY.

SECURITY ANALYSIS

SECURITY FOR LOANS BEING APPLIED FOR	ASSET \$ VALUE	BASIS *	%	LENDING VALUE	PRIOR ENCUMBRANCES		
					AMOUNT	CREDITOR	SURPLUS
<input type="checkbox"/> Land Mortgage							
<input checked="" type="checkbox"/> Promissory Note							
<input type="checkbox"/> Loan Repayment Agreement							
<input type="checkbox"/> Line of Credit Agreement							
<input type="checkbox"/> Quick Loan Agreement							
<input type="checkbox"/> Variable Rate Credit Agreement							
<input type="checkbox"/> Specific Security Agreement							
<input type="checkbox"/> Specific Security Agreement with Waiver							
<input type="checkbox"/> Assignment of Lease as Security							
<input type="checkbox"/> General Security Agreement							
<input checked="" type="checkbox"/> Existing GSA dated <u>July 13 2017</u>							
Guarantee of <u>Ryan Kolibab</u>							
Amount: <u>\$100,000.00</u>							
<input checked="" type="checkbox"/> Existing Guarantee and Postponement of Claim dated <u>Dec 21 2018</u>							
Guarantee of _____							
Amount: \$ _____							
<input type="checkbox"/> Existing Guarantee and Postponement of Claim dated _____							
Guarantee of _____							
Amount: \$ _____							
<input type="checkbox"/> Existing Guarantee and Postponement of Claim dated _____							
Guarantee of _____							
Amount: \$ _____							
<input type="checkbox"/> Existing Guarantee and Postponement of Claim dated _____							
Guarantee of _____							
Amount: \$ _____							
<input type="checkbox"/> Existing Guarantee and Postponement of Claim dated _____							
Other Security (Specify)							
TOTAL VALUE OF SECURITY							
0.00 0.00 0.00 0.00							

*Denote as follows:
IA - Independent Appraisal CUE - Credit Union Estimate PP - Purchase Price
ME - Member Estimate BV - Blackbook SAMA

Other Terms and Conditions:

- Financial Statements Monthly Quarterly Semi-Annual Annual
- Aged List of Receivables Monthly Quarterly
- Inventory Balances Monthly Quarterly
- Assignment of Shareholders Loans (Form 3.177) \$ _____
- No Interest Payable on Shareholders Loans
- Shareholder Remuneration Not To Exceed \$ _____
- Capital Expenditures Not To Exceed \$ _____
- No Dividends To Be Paid
- Insurance Fire Key Person Life Other _____
- Other:

Other Terms and Conditions:

This page and the annexed 2 pages form
Exhibit "I"
to the Affidavit of Dan Polkinghorne
sworn before me this 22nd day of July, 2020.

[Handwritten Signature]

A COMMISSIONER FOR OATHS/NOTARY PUBLIC *[Handwritten Initials]*

for the Province of Saskatchewan

My Commission/Appointment expires: March 31, 2025

(Affix Notary Seal)

Application No. 3168882

Account Holder No.

Loan No. 1738210-2

FLOATING INTEREST RATE

January 16, 2020

PROMISSORY NOTE

FOR VALUE RECEIVED

101100090 Saskatchewan LTD	3306 Faithfull Ave, Saskatoon, SK, S7K 8H1, Canada
----------------------------	--

as Maker(s)"

promise(s) to pay to the order of

AFFINITY CREDIT UNION 2013
P.O. Box 1330, Saskatoon SK S7K 3P4
(the "Credit Union")

Principal Sum the sum of One Hundred Thousand -----xx/100
(\$ 100,000.00) Dollars together with interest thereon, both before and after maturity, default or Judgment,

Interest Rate Interest shall be payable on the Loan at the rate of interest equal to the Prime Rate of Interest of the Credit Union declared from time to time, plus 4.00000% per annum.
At the time of making this Agreement the Prime Rate of Interest of the Credit Union is 3.95000% per annum.

Time And Manner Of Payment On Demand, Until Demand; interest shall be paid monthly, the first installment of interest to be made on January 31, 2020, and such payments to continue until February 29, 2020. Commencing on February 29, 2020 monthly installments of \$20,474.89 each are to begin, with a like payment every month thereafter until June 30, 2020 at which time the total amount owing (inclusive of principal and interest) shall be paid

Current Prime Rate At the date of the making of this note, the Prime Rate of Interest of the Credit Union is 3.95000% per annum.

All payments shall be applied firstly on account of interest and secondly, in reduction of principal. In the event of any default of payment herein, the entire balance of principal and interest becomes immediately due and payable at the option of the Credit Union. On default of payment of any sum due for interest at the option of the Credit Union, compound interest shall be payable thereon and the sum in arrears of interest from time to time, as well after as before maturity, default or Judgment shall bear interest at the rate specified herein. Each party to this Note, whether as maker, surety or endorser, severally waives presentment for payment, demand, protest and notice of protest and dishonour.

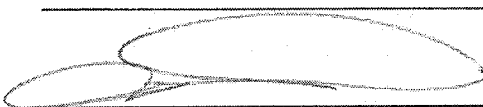
The interest portion of the installment payments may fluctuate according to changes in the Prime Rate of Interest of the Credit Union from time to time, and as such, the Maker promises and agrees to pay the adjusted and fluctuating payments and authorizes the Credit Union to adjust automatic debits to reflect the changes in the Prime Rate of Interest from time to time.

The nominal rate method of interest calculation shall apply to the calculation and payment of interest under this Promissory Note and the Credit Union shall not be deemed to reinvest any interest from time to time received hereunder.

This Promissory Note shall enure to the benefit of and be binding upon each of the persons named herein, and each of their heirs, executors, administrators, successors and assigns, and where signed by more than one Maker, the obligation and liability of each Maker shall be joint and several and shall enure to the benefit of the Credit Union, and its successors and assigns.

IF MAKER IS AN INDIVIDUAL OR PARTNERSHIP:

In the presence of:	Signature of Maker(s)
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____



Witness

IF MAKER IS A CORPORATION, BOARD OF EDUCATION, MUNICIPALITY OR REGIONAL HEALTH AUTHORITY, ETC.:

affix
seal
here
(if applicable)

101100090 Saskatchewan LTD
(Name of Corporation)

Per: _____

Per: _____

This page and the annexed 7 pages form
Exhibit "J"
to the Affidavit of Dan Polkinghorne
sworn before me this 22nd day of July, 2020.

[Handwritten Signature]

A COMMISSIONER FOR OATHS/NOTARY PUBLIC

for the Province of Saskatchewan

My Commission/Appointment expires: March 31, 2025

(Affix Notary Seal)

GUARANTEE AND POSTPONEMENT OF CLAIM

Account No. 1738210-1

TO: Affinity Credit Union 2013

(hereafter called the "Credit Union")

Name & Address of Guarantor in Full:

Ryan Kolibab

615 Atton Cres

Saskatoon SK S7W 0K4

in the Province of Saskatchewan

IN CONSIDERATION OF the Credit Union agreeing to deal with or continuing to deal with _____
101100090 Saskatchewan Ltd.

(hereafter called the "Borrower")

the undersigned Guarantor covenants, promises and agrees as follows:

1. GUARANTOR DEFINED

In this Guarantee the word "Guarantor" shall mean the undersigned. When the context so requires, the provisions hereof shall be read with all grammatical changes necessary dependent upon the person referred to being a male, female, firm or corporation.

2. GUARANTEED OBLIGATIONS

The Guarantor irrevocably and unconditionally guarantees the due and punctual payment and performance of all debts, liabilities and obligations, present or future, direct or indirect, absolute or contingent, matured or not, including all principal, interest, costs and expenses, (such debts, liabilities and obligations hereafter called the "Guaranteed Liability" or the "Guaranteed Liabilities", as the context may require) of the Borrower to the Credit Union whenever, however, or wherever incurred by the Borrower whether as principal or surety and any ultimate unpaid balance thereof.

3. LIMITATION PROVISION

Notwithstanding the foregoing, the Guaranteed Liability of the Guarantor, hereunder, shall be limited to the sum of: _____
One Hundred and Fifty Thousand Dollars

(\$ 150,000.00) dollars together with interest thereon from the date of demand for payment at the rate or rates applicable to the Guaranteed Liabilities plus the costs and expenses incurred by the Credit Union in enforcing and collecting upon the Guarantee as between solicitor and client. (This paragraph hereafter being referred to as the "Limitation Provision".)

4. CONTINUING GUARANTEE

This Guarantee shall be a continuing guarantee of all the Guaranteed Liabilities and shall apply to and secure any ultimate balance due or remaining unpaid to the Credit Union; and this Guarantee shall not be considered as wholly or partially satisfied by the payment or collection at any time of any sum of money for the time being due or remaining unpaid to the Credit Union.

5. RIGHT TO IMMEDIATE PAYMENT

The Credit Union shall not be bound to exhaust its recourse against the Borrower or others or any securities or other guarantees it may at any time hold before requiring or being entitled to payment from the Guarantor. The Guarantor renounces all benefits of discussion and division.

6. PAYMENT AFTER DEMAND

The Guarantor shall make payment to the Credit Union of the amount of the Guaranteed Liabilities forthwith, after demand is made therefore, in writing. Such demand shall be deemed to have been made when an envelope containing the demand is mailed postage prepaid and registered, to the Guarantor at the last address known to the Credit Union for the Guarantor, or when delivered personally to the Guarantor. In the event of the death of any Guarantor, demand for payment shall be sufficient if sent by registered mail or delivered personally to any of the Guarantor's heirs, executors, administrators or legal representatives known to the Credit Union and such demand shall be deemed to be effectively made on all of them.

N.B.
COMPLETE IF
SASK. FARM
SECURITY ACT
APPLIES TO
THIS
GUARANTEE OR
IN ANY OTHER
CASE WHERE
THE
GUARANTEE IS
TO BE LIMITED
TO A SPECIFIED
SUM

The parties agree that a certificate in writing, signed by a representative of the Credit Union setting forth particulars of the Guaranteed Liabilities including the applicable interest rates payable from time to time, shall be conclusive evidence as to the amount payable by the Guarantor.

7. REMEDIES ON DEFAULT

Upon default in payment of any sum owing by the Borrower to the Credit Union at any time, the Credit Union may treat all Guaranteed Liabilities as due and payable and may forthwith collect from the Guarantor the total amount hereby guaranteed and may apply the sum so collected upon the Guaranteed Liabilities or may place it to the credit of a special account.

8. LIABILITY ABSOLUTE

The liability of the Guarantor shall be absolute and unconditional irrespective of:

- (a) the invalidity, unenforceability or illegality, in whole or in part, of any agreements, instruments or other documents held by the Credit Union to create, represent or evidence any Guaranteed Liabilities;
- (b) any defence, counterclaim or right of set-off available to the Borrower;
- (c) any change in the name, objects, capital, constating documents or by-laws of the Borrower;
- (d) any amalgamation, merger or re-organization of the Borrower or, if a partnership, in the firm, including, without limitation, by reason of death, retirement or admission for membership of any partners (in which case this agreement shall apply to the corporation or partnership, as the case may be, resulting or continuing therefrom); or
- (e) any other circumstances which might otherwise constitute, in whole or in part, a defence available to, or a discharge of, the Guarantor, the Borrower or any other persons, firms or corporations in respect of the Guaranteed Liabilities or the liability of the Guarantor.

9. GUARANTEE IN ADDITION TO OTHER GUARANTEES

This Guarantee shall be in addition to and not in substitution for any other guarantees or other securities which the Credit Union may now or hereafter hold in respect of the Guaranteed Liabilities and the Credit Union shall be under no obligation to marshal in favour of the Guarantor any other guarantees or other securities or any money or other assets which the Credit Union may be entitled to receive or may have a claim upon; and no loss of or in respect of or unenforceability of any other guarantees or other securities which the Credit Union may now or hereafter hold in respect of the Guaranteed Liabilities, whether occasioned by the fault of the Credit Union or otherwise, shall in any way limit or lessen the Guarantor's liability.

10. DEALINGS WITH THE BORROWER

The Credit Union may without prejudice to or in any way limiting or lessening the Guarantor's liability and without obtaining the consent or giving notice to the Guarantor, discontinue, reduce, increase or otherwise vary the credit of the Borrower, grant time, renewals (including renewing any loan at a different or increased interest rate), extensions, indulgences, releases and discharges to and accept compromise from or otherwise deal with the Borrower and others including the Guarantor and any other guarantor as the Credit Union may see fit and the Credit Union and the Borrower may, by conduct or agreement, renew any applicable limitation period and no action of the Credit Union in taking, abstaining from taking or perfecting, varying, exchanging, renewing, including renewing any limitation period, discharging, giving up, realizing or failing to realize or otherwise dealing with securities collateral or other guarantees by the Credit Union shall in any manner affect, reduce or diminish the liability of the Guarantor hereunder except to the extent that the proceeds of such security or collateral are credited to the Borrower's account and the Credit Union may apply all monies received from the Borrower or others or from securities or guarantees upon such parts of the Guaranteed Liabilities as the Credit Union may see fit and change any such application in whole or in part from time to time, and no loss of or in respect of any securities received by the Credit Union from the Borrower or others, whether occasioned by the fault of the Credit Union or otherwise, shall in any way limit or lessen the liability of the Guarantor under this Guarantee.

11. LIABILITY AS PRINCIPAL

All debts, liabilities and obligations purporting to be incurred by the Borrower and owing to the Credit Union shall form part of the Guaranteed Liabilities despite any incapacity, disability, or lack or limitation of status or power of the Borrower or any of its directors, officers or agents or that the Borrower may not be a legal entity or any irregularity or defect or informality in the incurring of such debts, liabilities, or obligations and any such debts, liabilities and obligations which may not be recoverable from the Guarantor as guarantor shall be recoverable from the Guarantor as a principal Borrower upon demand and with interest, calculated and payable as provided in this agreement.

12. PAYMENTS BY BORROWER TO THIRD PARTIES

Until repayment in full of all of the Guaranteed Liabilities, all dividends, compositions, proceeds of securities, securities valued or payments received by the Credit Union from the Borrower or others or from estates in respect of the Guaranteed Liabilities shall be regarded for all purposes as payments in gross without any right on the part of the Guarantor to claim the benefit thereof in reduction of the liability under this Guarantee, and the Guarantor shall not claim any setoff or counterclaim against the Borrower in respect of any liability of the Borrower to the Guarantor, claim or prove in the bankruptcy or insolvency of the Borrower in competition with the Credit Union or have any right to be subrogated to the Credit Union.

13. NO DISCHARGE OF GUARANTEE

This Guarantee shall not be discharged or otherwise affected by the death or loss of capacity of the Borrower, by any change in the name of the Borrower, or in the membership of the Borrower, if a partnership, or in the objects, capital structure or constitution of the Borrower, if a corporation or by the sale of the Borrower's business or any part thereof or by the Borrower being amalgamated with a corporation, but shall, notwithstanding any such event, continue to apply to all Guaranteed Liabilities whether theretofore or thereafter incurred; and in the case of a change in the membership of a Borrower which is a partnership or in the case of the Borrower being amalgamated with a corporation, this Guarantee shall apply to the liabilities of the resulting partnership or corporation, and the term "Borrower" shall include each such resulting partnership and corporation.

14. LIQUIDATION, BANKRUPTCY, ETC.

In the event of any liquidation, winding up or bankruptcy of the Borrower (whether voluntary or compulsory) or in the event that the Borrower shall make a bulk sale of its assets within the bulk transfer provisions of any applicable legislation or any composition with creditors or scheme of arrangement, the Credit Union shall have the right to rank in priority to the Guarantor for its claim in respect of the Guaranteed Liabilities and to receive all dividends or other payments in respect thereof until its claim has been paid in full, all without prejudice to its claim against the Guarantor who shall continue to be liable for any remaining unpaid balance of the Guaranteed Liabilities. In the event of any valuation or retention by the Credit Union of any securities, such valuation or retention shall not, as between the Credit Union and the Guarantor, be considered payment, satisfaction or reduction of any Guaranteed Liabilities.

15. ADVANCES, RENEWALS OR CREDITS TO BORROWER

All advances, renewals, and credits made or granted by the Credit Union purportedly to or for the Borrower, after the death, loss of capacity, bankruptcy or insolvency of the Borrower, but before the Credit Union has received notice thereof shall be deemed to form part of the Guaranteed Liabilities; and all advances, renewals, and credits obtained from the Credit Union purportedly by or on behalf of the Borrower shall be deemed to form part of the Guaranteed Liabilities, notwithstanding any lack or limitation of power, incapacity or disability of the Borrower or of the directors, partners or agents thereof or that the Borrower may not be a legal, or suitable entity, or any irregularity, defect or informality in the obtaining of such advances, renewals or credits, whether or not the Credit Union had knowledge thereof; and any such advance, renewal or credit which may not be recoverable from the Guarantor as Guarantor on the footing of this Guarantee shall be recoverable from the Guarantor as principal Borrower in respect thereof and shall be paid to the Credit Union on demand with interest at the rates or rates applicable to the Guaranteed Liabilities.

16. WAIVER OF SUBROGATION RIGHTS

In the event that the Credit Union receives any payments on account of the liability of the Guarantor, the Guarantor shall not have, and waives to the extent required, all rights to claim repayment from or against the Borrower and any other guarantors and all rights shall to be subrogated to any rights of the Credit Union, until the Guaranteed Liabilities have been paid in full.

17. DEBTS AND LIABILITIES ASSIGNED TO THE CREDIT UNION

All debts and liabilities, present and future of the Borrower to the Guarantor are hereby assigned to the Credit Union and postponed to the Guaranteed Liabilities, and all monies received by the Guarantor in respect thereof shall be received in trust for the Credit Union and forthwith upon receipt shall be paid over to the Credit Union, all without in any way lessening or limiting the liability of the Guarantor under this Guarantee; and this assignment and postponement is independent of the guarantee and shall remain in full force and effect until repayment in full to the Credit Union of all the Guaranteed Liabilities, notwithstanding that the liability of the Guarantor under this Guarantee may have been discharged or terminated.

18. TERMINATION OF FURTHER LIABILITY

The Guarantor or his executors or administrators, may, by giving thirty days notice in writing to the Credit Union at which the account of the Borrower is kept, terminate his further liability under this Guarantee in respect of the liabilities of the Borrower incurred or arising after the expiration of such thirty days, but not in respect of any Guaranteed Liabilities incurred or arising before the expiration of such thirty days even though not then matured; provided that notwithstanding receipt of any such notice the Credit Union may fulfill any requirements of the Borrower based on agreements expressly or implicitly made prior to the expiration of such thirty days and any resulting liabilities shall be covered by this Guarantee.

19. NO RIGHTS OF SET-OFF

All amounts payable by the Guarantor shall be paid without set-off or counterclaim and without any deduction or withholding whatsoever unless and to the extent that the Guarantor shall be prohibited by law from doing so, in which case the Guarantor shall pay to the Credit Union such additional amount as shall be necessary to ensure that the Credit Union receives the full amount it would have received if no such deduction or withholding had been made.

20. BINDING ON SIGNATORIES TO THE AGREEMENT

The Guarantee shall be operative and binding upon every signatory hereto notwithstanding the non-execution hereof by any other proposed signatory or signatories and possession of this instrument by the Credit Union shall be conclusive evidence against the Guarantor that the instrument was not delivered in escrow or pursuant to any agreement that is should not be effective until any condition precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Credit Union each signatory thereof obtains from the Credit Union receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.

21. AGREEMENTS BINDING ON SUCCESSORS IN INTEREST

This Guarantee shall extend to and enure the benefit of the Credit Union and its successors and assigns, and any reference herein to the Guarantor is a reference to and should be construed as including the Guarantor and the heirs, executors, administrators, legal representatives, successors and assigns of the Guarantor to and upon all of whom this Guarantee shall extend and be binding; if the Guarantor is a company, the term "successor" shall include without limiting its meaning, any company resulting from the amalgamation of the company with another company.

22. ELECTRONIC DOCUMENTS AND SIGNATURE

This document may be signed and delivered electronically or by other similar means and may be executed in counterparts, all of which shall be as effective as if signed and delivered as one original document with original signatures.

23. PROVISIONS SEVERABLE

Each provision of this Guarantee is distinct and severable. If any provision is found to be invalid or unenforceable, in whole or in part, the determination will only affect that provision and will not affect the validity or enforceability of the remaining provisions of this Guarantee.

24. FURTHER ASSURANCES

The Guarantor shall from time to time upon the request of the Credit Union, execute and deliver, under seal or otherwise, all such further agreements, instruments and documents and do all such further acts and things as the Credit Union may require to give effect to the transactions contemplated by this agreement.

25. NO WAIVER UNLESS IN WRITING

No term, condition of provision hereof or any right hereunder or in respect hereof, can be or shall be deemed to have been waived except by express waiver in writing signed by the Credit Union. Neither forbearance nor indulgence by the Credit Union shall constitute a waiver of any term, conditions or provision to be performed or observed by the Guarantor or any want of performance or observance thereof.

26. GOVERNING LAW AND APPLICABLE JURISDICTION

This Guarantee shall be governed by and construed in accordance with the laws of the Province of Saskatchewan. For the purpose of legal proceedings this agreement shall be deemed, to have been made in the Province of Saskatchewan and to have been performed there, and the Courts of Saskatchewan shall have jurisdiction over all disputes which may arise under the agreement and judgment recovered in the Courts of Saskatchewan against the Guarantor shall be binding on him. The Guarantor expressly agrees to submit to the jurisdiction of the Courts of Saskatchewan for the resolution of all disputes arising out of this agreement and agrees that unless the Credit Union otherwise specifies any legal action commenced on this Guarantee shall be tried at the judicial centre nearest the Credit Union provided always that nothing herein

contained shall prevent the Credit Union from proceeding against the Guarantor in the Courts of any other Province or Country.

27. NO MERGER

This Guarantee is in addition to and not in substitution for any other existing guarantees between the parties, whether made before or after this Guarantee, and this Guarantee shall not merge in any subsequent Guarantee or judgement obtained by the Credit Union unless expressly provided to the contrary in writing by the Credit Union.

28. DELIVERY OF GUARANTEE

The Guarantor acknowledges that this Guarantee is delivered as his act and deed and that he intends to be strictly bound by its provisions.

29. GUARANTEE UNDER THE SASKATCHEWAN FARM SECURITY ACT

In the event *The Saskatchewan Farm Security Act* shall apply to this Guarantee, then:

- (a) "Guaranteed Liability" or "Guaranteed Liabilities" shall be interpreted and read, so as to exclude such commissions, legal and other costs, charges and expenses as may be restricted by *The Saskatchewan Farm Security Act*.
- (b) The Limitation Provision shall be interpreted and read, so as to delete the costs and expenses incurred by the Credit Union in enforcing and collecting upon the Guarantee as between solicitor and client.
- (c) All remaining provisions of the Guarantee shall be interpreted, read and construed so as to be consistent with, and allowed by, *The Saskatchewan Farm Security Act* and any restriction as provided by that Act shall apply to this Guarantee.

30. HEADINGS

The Guarantor covenants and agrees with the Credit Union that the headings are included in this agreement only for convenience and do not form part of the covenants, provisos and agreements herein contained.

31. ENTIRE AGREEMENT

This Guarantee embodies all the agreements between the parties hereto relative to the guarantee, assignment and postponement and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein; and it is specifically agreed that the Credit Union shall not be bound by any representations or promises made by the Borrower to the Guarantor.

32. ACKNOWLEDGEMENT AND WAIVER

The Guarantor acknowledges having read the terms and conditions herein and having received a copy of this Guarantee and Postponement of Claim. The Guarantor hereby waives the requirement of being provided with a copy of any financing or verification statement or other registration pertaining to this agreement or security held in connection with the said loan or any renewal thereof, and expressly agrees that the Credit Union shall not be obliged to provide the Guarantor with a copy of any such statements or other registration.

33. COLLECTION AND USE OF INFORMATION

In providing a guarantee to the Credit Union in connection with the Guaranteed Liabilities of the Borrower to the Credit Union the Guarantor acknowledges that the Credit Union may be collecting and gathering personal, financial and credit information (Information) from and about Guarantor to:

- (a) obtain credit reports and evaluate the Guarantor's credit rating and credit worthiness;
- (b) determine the Guarantor's financial situation and make decisions about the said loan;
- (c) administer, monitor and collect the said loan;
- (d) comply with legal, security and regulatory requirements.

The Guarantor also acknowledges and agrees that the Credit Union may share Information with the Borrower where, in the opinion of the Credit Union, any change in the Information affects the ability to collect the loan and may share Information with any other lender or credit grantor that is participating in the loan or who may receive an assignment of all or part of the loan.

To the extent necessary the Guarantor hereby consents to the Credit Union obtaining, gathering, copying, scanning, updating, disclosing, sharing or exchanging such Information as may be necessary about the Guarantor for the purposes described. The Credit Union may use the Information for so long as it is needed for such purposes. The Guarantor understands that the Credit Union requires and may use the Guarantor's Social Insurance or Business Number as an aid to identify the Guarantor with credit bureaus and other financial institutions for credit matching purposes. The Guarantor understands that the provision of the Guarantor's Social Insurance Number for credit matching purposes is optional and is not a condition of service. The Guarantor also understands that the Guarantor may ask the Credit Union to stop using the Guarantor's Social Insurance Number for credit matching purposes at any time.

In the process of administering loans, the Credit Union may use service providers located in the United States. In the event that a service provider is located in the United States, Information may be processed and stored in the United States and United States governments, courts or law enforcement or regulatory agencies may be able to obtain disclosure of the Information through the laws of Canada and the United States.

34. PRIVACY

Credit Union and Privacy legislation prescribe and restrict the use of personal, financial or credit information (Information) without consent. To obtain details about Credit Union policies and procedures for protecting privacy of Information and Customer rights please contact the Credit Union, Attention: Privacy Officer.

Where an electronic signature is available and used, the person using the electronic signature is adopting such signature and authorizes it to be attached to or associated with this document.

IN WITNESS WHEREOF the said Guarantor has affixed his hand and seal, or as the case may be, has hereto affixed its corporate seal attested by the hands of its duly authorized officers this 21st day December, 2018.

PRIVACY NOTICE: THIS FORM CONTAINS AN AUTHORIZATION TO SHARE AND EXCHANGE INFORMATION AND, UNLESS THE GUARANTOR HAS ASKED THE CREDIT UNION NOT TO DO SO, USE A SOCIAL INSURANCE NUMBER FOR CREDIT MATCHING PURPOSES.

SIGNED, SEALED AND DELIVERED in the presence of:

) IF GUARANTOR IS AN INDIVIDUAL OR PARTNER

WITNESS

N. Colibab

[Signature]

IF GUARANTOR IS A CORPORATION

Print Exact Name of Corporation

AFFIX CORPORATE SEAL HERE

C.S. By: _____ (Officer of Corporation)

C.S. By: _____ (Officer of Corporation)

Name of Guarantor	Address	Postal Code
Ryan Kolibab	615 Atton Cres Saskatoon SK	S7W 0K4

**ACKNOWLEDGMENT OF GUARANTEE
CERTIFICATE OF LAWYER OR NOTARY PUBLIC**

I hereby certify that:

1. Ryan Kolibab of Saskatoon in the
(Guarantor)
Province of Saskatchewan, the Guarantor in the guarantee dated December 21, 2018, made
between Ryan Kolibab and Affinity Credit Union,
(Guarantor) (Credit Union)
which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he has
executed the guarantee;
2. I satisfied myself by examination of the Guarantor that he is aware of the contents of the guarantee and
understands it.
3. I have not prepared any documents on behalf of the Credit Union relating to the transaction and I am not otherwise
interested in the transaction.
4. I acknowledge that the Guarantor signed the following "Statement of Guarantor" in my presence.

Given at Saskatoon, this 21st day of December, 2018, under my
hand and seal of office.

(SEAL REQUIRED
WHERE NOTARY PUBLIC
SIGNS CERTIFICATE.)

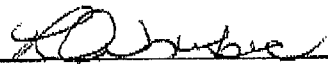
Nicholas Condon
Print Name of Lawyer or Notary Public


N Condon
A LAWYER OR A NOTARY PUBLIC IN AND
FOR THE PROVINCE OF SASKATCHEWAN

STATEMENT OF GUARANTOR

I am the person named in the certificate. _____


This page and the annexed 2 pages form
Exhibit "K"
to the Affidavit of Dan Polkinghorne
sworn before me this 22nd day of July, 2020.



A COMMISSIONER FOR OATHS/NOTARY PUBLIC 
for the Province of Saskatchewan
My Commission/Appointment expires: March 31, 2023

(Affix Notary Seal)

	A	B	C	D	E	F
1	Inventory Listing 2020				Tool inventory 2020	
2						
3	Item	Value			Item	Value
4	Copper Pipe	\$ 3,900.00			Air compressor - 10	\$ 2,000.00
5	Copper Fittings	\$ 4,600.00			Air compressor - 1 big	\$ 500.00
6	Gauges	\$ 2,400.00			Hammer drills - 3	\$ 7,500.00
7	ABS Pipe	\$ 2,500.00			Brad nailer - 2	\$ 800.00
8	ABS Fittings	\$ 4,500.00			shop Vacuum - 8	\$ 2,400.00
9	PVC Fittings	\$ 1,500.00			Dyson vacuum	\$ 800.00
10	PVC Pipe	\$ 800.00			Sawzall - 10	\$ 1,800.00
11	Glues	\$ 500.00			AC Gauges - 5	\$ 1,600.00
12	Silicon's	\$ 700.00			Transit	\$ 1,000.00
13	Waterline	\$ 500.00			Chopsaw - 2	\$ 800.00
14	Pex Fittings	\$ 3,500.00			Extension Cords - 20	\$ 3,000.00
15	Arma flex	\$ 800.00			Bolt cutters	\$ 70.00
16	Soft Copper	\$ 1,500.00			Pex Crimpers	\$ 1,800.00
17	BLK Pipe	\$ 3,500.00			Rod Cutters - 2	\$ 900.00
18	BLK Fittings	\$ 1,500.00			Stud punch	\$ 500.00
19	Copper Valves	\$ 1,800.00			Heaters 120 & 220 - 6	\$ 200.00
20	Pex Valves	\$ 2,500.00				\$ 2,000.00
21	Sheet Metal	\$ 3,200.00			bosch bulldog hammer drill - 5	
22	Thread Ball Valves	\$ 3,850.00			Jigsaw	\$ 100.00
23	Pipe Support & Hangars	\$ 2,750.00			Sewer Camera	\$ 200.00
24	Service Supplies	\$ 10,500.00			Ananometer	\$ 475.00
25	Screws, nuts, bolts	\$ 2,000.00			Refrigerant Weigh Scale	\$ 650.00
26	Brass fittings	\$ 2,000.00			Hilti gun	\$ 400.00
27	Sifos & AC Fittings	\$ 3,200.00			Battery booster box	\$ 380.00
28	Drain Hoses	\$ 1,500.00			Stepladders - 12	\$ 4,000.00
29	Gas tight	\$ 5,500.00			Sump Pump - 12	\$ 1,200.00
30	Gas tight fittings	\$ 2,500.00			Ryan Tool box w/tools	\$ 1,800.00
31	Kitchen sinks	\$ 4,500.00			Job Lights - 10	\$ 1,000.00
32	Basin taps	\$ 3,500.00			Wobble Lights - 6	\$ 1,500.00
33	kitchen taps	\$ 5,000.00			Hand Held Threader	\$ 1,800.00
34	basins	\$ 2,000.00			Mig Welder	\$ 2,000.00
35	rings and covers	\$ 1,600.00			Pipe stands - 2	\$ 300.00
36	air conditioners	\$ 5,000.00			Chain Vice - 2	\$ 800.00
37	tubs/showers	\$ 6,000.00			Generators - 2	\$ 800.00
38	boilers	\$ 2,900.00			Generators - 2	\$ 600.00
39	shower doors	\$ 1,800.00			Job Boxes - 6	\$ 2,100.00
40	radiant heaters	\$ 3,000.00			Pro press tool	\$ 4,500.00
41	humidifiers	\$ 2,500.00			Pipe threaders and Dies -5	\$ 13,500.00
42	water heaters	\$ 4,000.00			A/C Vac pump -3	\$ 2,400.00
43	furnaces	\$ 6,800.00			A/C reclaim unit	\$ 1,200.00
44	truck & site stock	\$ 29,500.00			Fall arrest	\$ 3,000.00
45	plumbing fixtures	\$ 9,500.00			Acetylene torch - 5	\$ 2,500.00
46	fasteners	\$ 1,800.00			Nitrogen/refrigerant cylinders	\$ 2,000.00
47	A-coils	\$ 2,000.00			whole saw kits - 15	\$ 3,000.00
48	Misc pipe	\$ 3,000.00			Miter saw	\$ 800.00
49	Redi rod	\$ 1,500.00			Hole hawg - 4	\$ 1,600.00
50	Unistrut	\$ 500.00			Angle drill - 6	\$ 1,800.00
51	Laundry box	\$ 500.00			cordless Kits - 2	\$ 2,800.00
52	Fixture material	\$ 5,200.00			extension ladders - 3	\$ 1,000.00
53	Wire	\$ 400.00			Scaffold	\$ 1,000.00
54	Safety supplies	\$ 800.00			10" metal break	\$ 3,000.00
55	WIPS & Disconnects	\$ 1,500.00			3' metal numatic sheer	\$ 2,500.00
56					4' foot sheer	\$ 800.00
57	TOTAL	\$ 178,800.00			Pitsberg bending machine	\$ 2,500.00
58					box and pan	\$ 1,500.00
59					Sheer machine	\$ 1,500.00
60					Pallet racking	\$ 3,000.00
61					pipe racks	\$ 500.00
62					Steel work bench	\$ 1,000.00
63					wood work bences - 2	\$ 500.00
64					Tool crib cage	\$ 500.00
65					wood shelving	\$ 200.00
66					bobcat attachment stand	\$ 500.00
67					Inventory metal shelving	\$ 1,800.00
68					battery charger	\$ 150.00
69					copper benders	\$ 300.00
70					Chain fall	\$ 100.00
71					electric winch	\$ 200.00
72					Chains and tie downs	\$ 300.00
73						
74						
75						\$ 109,725.00

	A	B	C	E	F
1	Machinery 2020			Office 2020	
2					
3	Item	Value		Item	value
4	Kabota mini hoe U17	\$ 27,000.00	Lease	Desk top Lenovo -7	\$ 1,500.00
5	Daikin RTU	\$ 3,500.00		Konica Printer	\$ 5,000.00
6	newer low boy trailer	\$ 4,500.00		back office desks -2	\$ 400.00
7	Dump trailer	\$ 6,500.00		front office desks -3	\$ 2,000.00
8	enclosed trailer	\$ 11,500.00	Lease	all office chairs	\$ 2,000.00
9	old low boy trailer	\$ 800.00		Mike and Ryans desks	\$ 3,000.00
10	56' semi trailer	\$ 8,000.00		spare upstairs desk	\$ 300.00
11	40' shipping container	\$ 3,000.00		all office supplies	\$ 3,500.00
12	20' Shipping container	\$ 2,000.00		lap tops -2	\$ 1,000.00
13	2005 GMC Van 2500	\$ 6,000.00		4 Surface Pro	\$ 1,200.00
14	2004 E250 Econiline van	\$ 6,000.00			
15	1999 ford single cab	\$ 4,000.00			\$ 19,900.00
16	2005 GMC 2500 truck	\$ 9,000.00			
17	2014 dodge truck	\$ 15,000.00			
18	Chev Express 2500 Cargo Van	\$ 14,000.00			
19	2006 F-150	\$ 7,000.00			
20	2012 Ford F-250	\$ 12,500.00			
21	2011 F150	\$ 10,500.00			
22					
23		\$ 150,800.00			