

COURT FILE NUMBER BK01 095190
COURT Court of Queen's Bench of Alberta
JUDICIAL CENTRE Calgary

APPLICANT **BANK OF MONTREAL**

RESPONDENT **APTUS MANAGEMENT INC.**

DOCUMENT **AFFIDAVIT OF TRUTH IN APPLICATION FOR
BANKRUPTCY ORDER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT **Fasken Martineau DuMoulin LLP**
Barristers and Solicitors
3400 First Canadian Centre
350 – 7 Avenue SW
Calgary, Alberta T2P 3N9

Attention: Mihai Tomos
Tel: (403) 261 7386
Email: mtomos@fasken.com
File No.: 317271.00006



205259

AFFIDAVIT OF TRUTH OF MICHAELA WOLF
Sworn of January 27, 2021

I, Michaela Wolf, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SWEAR AND SAY THAT:**

Introduction

1. I am a Senior Account Manager in the Western Canada Special Accounts Management Unit of the Applicant, Bank of Montreal ("**BMO**") in the within proceedings, and as such, I have personal knowledge of the facts and matters hereinafter deposed to, save where stated to be based upon information and belief, and where so stated, I believe the same to be true.
2. I am authorized by BMO to make this Affidavit on its behalf.

A handwritten signature in blue ink, appearing to be "M. Wolf".

CERTIFICATE OF COMMISSIONER FOR OATHS

The undersigned Commissioner of Oaths certifies that the enclosed Affidavit was declared utilizing video technology following the process described in the Court of Queen's Bench of Alberta Notice to the Profession and Public *RE: Remote Commissioning of Affidavits for Use in Civil and Family Proceedings During the COVID-19 Pandemic* dated March 25, 2020 for remote commissioning of affidavits. The undersigned is satisfied that the process was necessary because it was impossible or unsafe, for medical reasons, for the deponent of the affidavit and the undersigned commissioner to be physically present together.

DATED at Calgary, Alberta on this 27 day of January, 2021.



(Commissioner for Oaths in and for the
Province of Alberta)

Steve Myles
Student-at-Law
3400, 350 – 7th Avenue SW
Calgary, Alberta T2P 3N9
Ph: (403) 261-9427

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2. I am authorized by BMO to make this Affidavit on its behalf.



3. I have read the Application for Bankruptcy Order and the statements made therein are, to my own knowledge, true.

Aptus

4. Aptus Management Inc. ("**Aptus**") is a body corporate which carries on business in the City of Nanton, in the Province of Alberta.
5. A corporate search with respect to Aptus is attached hereto and marked as **Exhibit "A"**.
6. The directors of Aptus are Danielle Sears and Tyrell Sears, individuals that, to the best of my knowledge, reside in Nanton, Alberta. The shareholders of Aptus are also Danielle Sears (holding 49% of Aptus' shares) and Tyrell Sears (holding 51% of Aptus' shares).
7. Pursuant to a Letter of Agreement dated April 4, 2019 executed by Aptus (the "**Letter Agreement**"), BMO agreed to make and made certain loans to Aptus (the "**Loans**"). A copy of the Letter Agreement is attached hereto and marked as **Exhibit "B"**.
8. As security for the repayment of the Loans, Aptus executed a Security Agreement dated December 17, 2018 in favour of BMO (the "**Security Agreement**"). A copy of the Security Agreement is attached hereto and marked as **Exhibit "C"**.
9. Pursuant to the Security Agreement, BMO holds security over all present and after acquired personal property of Aptus (the "**Security**").
10. BMO demanded the repayment of the indebtedness from Aptus pursuant to a demand letter and a Notice of Intention to Enforce Security under subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada) dated December 2, 2019.
11. As of January 25, 2021, BMO is still owed principal and interest in the sum of \$2,273,500.77 plus costs in respect of the recovery of the foregoing amount, which equal \$34,666.27 as of January 25, 2021, plus further accruing interest and costs by Aptus.
12. BMO values the Security at \$0.

13. On May 21, 2020 R A West International Inc. registered at the Alberta Personal Property Registry a writ of enforcement against Aptus in the amount of \$48,113.72 (the “**RA West Writ**”). An Alberta Personal Property Registry search result with respect to Aptus, which evidences the RA West Writ, is attached hereto and marked as **Exhibit “D”**.
14. I am advised by Mihai Tomos of Fasken Martineau DuMoulin LLP (“**Fasken**”), counsel for BMO, that
 - (a) Kubota Canada Ltd. (“**Kubota**”) is a secured creditor of Aptus;
 - (b) on or about August 19, 2020 Kubota seized three assets of Aptus (the “**Kubota Seizure**”); and
 - (c) after the Kubota Seizure, as of December 10, 2020 Kubota is still owed \$17,825.48 by Aptus (the “**Kubota Debt**”).
15. A letter from Fasken to Kubota dated November 23, 2020 and an email response from Sharon Novalski of Kubota to Fasken dated December 10, 2020 confirming the Kubota Seizure and the Kubota Debt are collectively attached hereto and marked as **Exhibit “E”**.
16. On November 15, 2020, BMO received a Notice of Sale or Other Disposition from John Deere Financial Inc. (the “**John Deere Disposition Notice**”) pursuant to which John Deere advised that:
 - (a) it was owed \$512,714.50 by Aptus (the “**John Deere Debt**”); and
 - (b) it would seize a certain asset of Aptus.
17. A copy of the John Deere Disposition Notice is attached hereto and marked as **Exhibit “F”**.

Suspicious Circumstances

18. Mesabi Ranches Inc. (“**Mesabi**”) is a corporation incorporated pursuant to the laws of the Province of Alberta.
19. An Alberta Corporate Registry search result with respect to Mesabi is attached hereto and marked as **Exhibit “G”**.

20. The directors of Mesabi are Joann Sears and Michael Sears. The shareholders of Mesabi are also Joann Sears (holding 49% of shares) and Michael Sears (holding 51% of shares).
21. I believe that Joann Sears and Michael Sears are the parents of Tyrell Sears.
22. Between January 2, 2019 and August 28, 2019, Aptus transferred in aggregate \$736,770.24 to Mesabi (the "**Transferred Funds**") as follows:
 - (a) \$35,595.00 on January 2, 2019;
 - (b) \$103,742.33 on January 8, 2019;
 - (c) \$229,228.44 on May 2, 2019;
 - (d) \$123,968.25 on May 23, 2019;
 - (e) \$100,953.36 on June 27, 2019;
 - (f) \$102,504.13 on July 20, 2019;
 - (g) \$29,730.93 on August 13, 2019; and
 - (h) \$11,047.80 on August 28, 2019.
23. The transfers of the Transferred Funds to Mesabi are suspicious given that they (i) were made to an entity that does not appear to be at arm's length to Aptus, (ii) do not appear to be made for value, and (iii) likely rendered Aptus insolvent.
24. I verily believe that the application of BMO to bankrupt Aptus should be granted based upon the following:
 - (a) BMO is owed by Aptus a debt greater than \$1,000;
 - (b) as evidenced by the RA West Writ, the Kubota Debt, and the John Deere Debt, Aptus ceased to meet its liabilities generally as they become due and, as such, Aptus has committed an act of bankruptcy pursuant to section 42(j) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the "**BIA**") within six months next preceding the filing of BMO's application,
 - (c) BMO is a significant creditor of Aptus;



- (d) as described in more detail above with respect to the Transferred Funds, there are suspicious circumstances in the way Tyrell Sears and Danielle Sears have handled the assets of Aptus, which require that the processes of the BIA be set in motion; and
- (e) as evidenced by the Kubota Seizure, Aptus permitted a process issued against it under which its property was taken in execution and such execution remained unsatisfied for fifteen days after such process. As such, Aptus committed an act of bankruptcy pursuant to section 42(e) of the BIA.

Consent to Act

- 25. MNP Ltd. has consented to act as trustee of the assets, undertakings and properties of Aptus and they are qualified to act as a Trustee in Bankruptcy with respect to Aptus. MNP Ltd. is acceptable to BMO.
- 26. I swear this Affidavit in support of the Application by BMO for a Bankruptcy Order to be made against Aptus and for no other or improper purpose.
- 27. I was not physically present before the commissioner to swear this affidavit, but was linked with the commissioner utilizing video technology and following the process as outlined in "Court of Queen's Bench of Alberta, Notice to the Profession and Public, Remote Commissioning of Affidavits for Use in Civil and Family Proceedings During the COVID-19 Pandemic, a copy of which is attached here as **Exhibit "H"**.

SWORN BEFORE ME at Calgary, Alberta,)
 this 27th day of January, 2021.)
 _____)
 A Commissioner of Oaths or Notary Public in)
 and for the Province of Alberta.)

MICHAELA WOLF

Steve Myles
 Student-at-Law
 3400, 350 – 7th Avenue SW
 Calgary, Alberta T2P 3N9
 Ph: (403) 261-9427

This is Exhibit "A"
Referred to in the Affidavit of
Michaela Wolf
Sworn before me this 27th
Day of January, 2021



COMMISSIONER FOR OATHS IN AND
FOR THE PROVINCE OF ALBERTA

Steve Myles
Student-at-Law
3400, 350 – 7th Avenue SW
Calgary, Alberta T2P 3N9
Ph: (403) 261-9427



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

Date of Search: 2021/01/26
Time of Search: 07:44 AM
Search provided by: FASKEN MARTINEAU DUMOULIN LLP
Service Request Number: 34748475
Customer Reference Number: 317271.00006

Corporate Access Number: 2016070704
Business Number: 815631031
Legal Entity Name: APTUS MANAGEMENT INC.

Legal Entity Status: Active
Alberta Corporation Type: Named Alberta Corporation
Registration Date: 2011/05/15 YYYY/MM/DD

Registered Office:

Street: #300, 2912 MEMORIAL DRIVE S.E.
City: CALGARY
Province: ALBERTA
Postal Code: T2A6R1

Records Address:

Street: #300, 2912 MEMORIAL DRIVE S.E.
City: CALGARY
Province: ALBERTA
Postal Code: T2A6R1

Email Address: MAIL@BEAUMONTCHURCH.COM

Directors:

Last Name: SEARS
First Name: DANIELLE
Middle Name: JANINE
Street/Box Number: BOX 1319
City: NANTON
Province: ALBERTA
Postal Code: T0L1R0

Last Name: SEARS
First Name: TYRELL



Middle Name: C.
Street/Box Number: BOX 1319
City: NANTON
Province: ALBERTA
Postal Code: T0L1R0

Voting Shareholders:

Last Name: SEARS
First Name: DANIELLE
Middle Name: JANINE
Street: BOX 1319
City: NANTON
Province: ALBERTA
Postal Code: T0L1R0
Percent Of Voting Shares: 49

Last Name: SEARS
First Name: TYRELL
Middle Name: C.
Street: BOX 1319
City: NANTON
Province: ALBERTA
Postal Code: T0L1R0
Percent Of Voting Shares: 51

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: SEE ATTACHED SCHEDULE "A"

Share Transfers: NO SHARE(S) SHALL BE TRANSFERRED WITHOUT THE CONSENT OF A MAJORITY OF THE BOARD OF DIRECTORS. NO SHARE(S) SHALL BE SOLD TO THE PUBLIC.
Restrictions: THERE SHALL BE NO MORE THAN FIFTEEN (15) SHAREHOLDERS.

Min Number Of Directors: 1

Max Number Of Directors: 9

Business Restricted To: NO RESTRICTIONS

Business NO RESTRICTIONS
Restricted
From:
Other
Provisions: SEE ATTACHED SCHEDULE "B"

Other Information:

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2020	2020/05/02

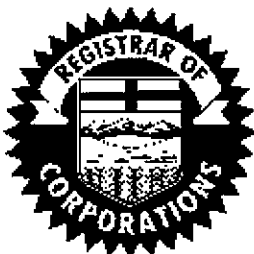
Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2011/05/15	Incorporate Alberta Corporation
2018/09/29	Change Director / Shareholder
2020/02/20	Update BN
2020/05/02	Enter Annual Returns for Alberta and Extra-Provincial Corp.

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2011/05/15
Other Rules or Provisions	ELECTRONIC	2011/05/15

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



Handwritten signature or initials.

This is Exhibit "B"
Referred to in the Affidavit of
Michaela Wolf
Sworn before me this 27th
Day of January, 2021



COMMISSIONER FOR OATHS IN AND
FOR THE PROVINCE OF ALBERTA

Steve Myles
Student-at-Law
3400, 350 – 7th Avenue SW
Calgary, Alberta T2P 3N9
Ph: (403) 261-9427



Letter of Agreement

BMO  **Bank of Montreal**

606 - 4TH AVE. SOUTH,
LETHBRIDGE, AB T1J 0N7

April 02, 2019

APTUS MANAGEMENT INC.
NANTON, ALBERTA T0L 1R0

Attention: Tyrell & Danielle Sears

LETTER OF AGREEMENT

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

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

Borrower(s):	APTUS MANAGEMENT INC. (the " Borrower ")
Guarantor(s):	DANIELLE SEARS, TYRELL SEARS (the " Guarantor(s) ")
Total Facility Limit:	The total approved amount of all facilities shall not exceed \$3,050,000.00 at any time.



Facility # 1

Facility Authorization: \$500,000.00 CAD
Type of Loan: Farm Equipment Readiline^{AE}
Purpose: To finance the purchase of farm machinery or equipment from Mesabi Ranch.
Maximum Amortization: Initial Advance of \$500,000 ammortization to be capped at 3 years until renewal of Land Lease in 2022. Amortization not to exceed remaining economic life of Carmangay Land Lease.

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

Fixed Rate Term Loan

Type of Loan: Closed Term Loan

Interest Rate: To be determined at time of Advance. By way of reference only, the rate in effect as of 04/02/2019 for a 5 year term is 4.70% per annum; and the rate is valid for 14 days, and thereafter subject to change at BMO's sole discretion from time to time.

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

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

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

Prepayment Terms: *Closed Term Loan Only*

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

GA

Maximum Term: 3 years

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

Minimum Advance: \$10,000

Other:

**Demand Loan
Non
Revolving**

Interest Rate: Prime Rate plus 1.0%. Interest is calculated monthly in arrears, and payable on the last day of each month. The Prime Rate in effect as of April 02, 2019 is 3.95%.

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

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

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

Minimum Advance: \$10,000

Other:

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

Each Loan under this Facility shall be a separate loan and shall be non-revolving.

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

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

Â® Registered trademark of Bank of Montreal

Drawdown Condition: BMO shall have received on or before the Advance of each Loan:

a chattel mortgage, hypothec, agricultural pledge or other security agreement on the machinery or equipment to be purchased by the Borrower with the Loan, such security to be registered as a first charge

It is intended first draw is to be by Mesabi Ranch Equipment at 100% financing.

Bill of Sale/Proof of Title Requirement: Receipt within 5 days of each Advance of a bill of sale or proof of title over the machinery or equipment purchased with such Loan.

Facility # 2

Facility Authorization: \$50,000.00 CAD
Type of Loan: Corporate MasterCard^{AM}
Purpose: Operating Financing
Interest Rate: As determined by Corporate MasterCard Agreement.
Repayments: As determined by Corporate MasterCard Agreement.
Facility Fee: As determined by Corporate MasterCard Agreement.

AM[®] MasterCard is a registered trademark of MasterCard International Incorporated. Used under license.

Facility # 3

Facility Authorization: \$1,500,000.00 CAD
Type of Loan: Operating Demand Loan
Purpose: Operating Financing
Interest Rate: Prime Rate plus 1%. Interest is calculated monthly in arrears, and payable monthly on the last day of each month. The Prime Rate in effect as of April 02, 2019 is 3.95%.
Repayments: Repayable on demand
Facility Fee: \$50.00 per month. This is the fee for the loan and does not include other account fees. Refer to our Better Banking Guide for other applicable fees.
Other Costs: BMO is not obliged to permit the Advances under this Facility to exceed the Facility Authorization.

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

Facility # 4

Facility Authorization: \$1,000,000.00 CAD

Type of Loan: Demand Loan Non-Revolving

Purpose: To inject to operating account with BMO demand loan for cattle purchase

Interest Rate: Prime Rate plus 1%. Interest is calculated monthly in arrears, and payable monthly, on the last day of each month. The Prime Rate in effect as of April 02, 2019 is 3.95%.

Repayments: Equal single principal payments and at maturity interest, to be collected separately, on August 15th, 2019. The amount of the payments will be determined based on the Loan amount, amortization and the interest rate in effect at the time of the Advance, as applicable.

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

Maximum Amortization: 5 months

Conditions Precedent to Advances:

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

1. Completion of all loan and account documents and all Security as outlined below.
2. Compliance with all covenants, representations and warranties in all loan documents and Security.
3. Receipt of all information necessary for BMO to comply with all legal and internal requirements in respect of money laundering and proceeds of crime legislation, and "know your customer" requirements.
4. Satisfactory review by BMO of insurance policies issued to the Borrower and each Guarantor, if any, and compliance with any changes required to satisfy BMO's insurance requirements.
5. Confirmation of no material adverse change to the Borrower and the Guarantor and their respective property and assets since the latest financial statements provided to BMO.
6. Confirmation that no default or breach under this Letter of Agreement, any of the loan documents or the Security has occurred.

Covenants:

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

Financial Covenants:

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

Maintain a Current ratio greater than or equal to 1.1:1

Current Ratio = $\frac{\text{Current Assets}}{\text{Current Liabilities}}$

Current ratio to be a minimum of 1.10:1 for year ending December 31, 2019, and 1.25:1 for year ending December 31, 2020 and thereafter.

Definition:

Current Asset excluding due from Related/ Deferred Tax Receivable and any other items deemed intangible to the bank/Current Liabilities excluding Current Portion of Deferred Income Tax Liability; in addition any other items within CLP discretion.

Additional Covenants:

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

1. Outside financing for CAPEX not to exceed \$350,000 without prior written authorization from BMO®.
2. No third party livestock financing allowed.

Security:

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

1. \$2,500,000.00 Personal guarantee from TYRELL SEARS, DANIELLE SEARS **On File**
2. Registered first-ranking security under the Bank Act. **On File**
3. Registered General Security Agreement ("GSA")/Moveable Hypothec ("Hypothec") providing BMO with a security interest/hypothec over all present and after-acquired personal/movable property of the Borrower with a First ranking for Inventory Agriculture – Crop/Feeds, Machinery and Equipment, Inventory – Agriculture Livestock **On File**

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

Reporting Requirements:

<p>Annual</p>	<p>Following reporting to be provided within 120 days of fiscal year-end:</p> <ul style="list-style-type: none">• Year-end Review Engagement financial statements of the borrower, prepared by a professional accountant (CA, CGA or CMA)• Personal net worth statements of guarantor(s) are to be provided with borrower financial statements annually. Supporting statements to verify personal asset value to be included.• Aged certified lists of Accounts receivable, Accounts payable and Inventory to be provided annually at annual review• Post seeding report detailing acreage, crop planted, anticipated yield and price. To be provided no later than Jun 1 annually• Post harvest report of field crop yields, quality and anticipated /contract price. To be provided no later than Nov 1 annually• At annual review, report of owned cattle fed, sale weights, price and profit generated
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A \$50 per month fee will be applied for non compliance with reporting requirements. The application of this fee does not waive the default condition.

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

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

Representations and Warranties:

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

Noteless Advances:

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

Fees:

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

A one-time fee ("Fee") of \$750.00 is payable by the Borrower to BMO upon acceptance of this Letter of Agreement. This fee is deemed to be earned by BMO upon acceptance of this Letter of Agreement, to compensate for time, effort and expense incurred by BMO in authorizing these Facilities.

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

Banking Services:

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

Treasury & Payment Solutions:

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

Commercial Loan Insurance Plan:

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

Counterparts; Electronic Transmissions:

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

Governing Law:

Alberta and the federal laws of Canada applicable therein.

Schedules:

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

Schedule A – Covenants

Schedule B – Representations and Warranties


Schedule C – Conditions Precedent to Advances

]

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

Please indicate your acceptance of the terms and conditions hereof by signing and returning one copy of this Letter of Agreement (and making payment of the above noted fee, if applicable) to BMO no later than April 03 2019]. If your acceptance of this Letter of Agreement is not received by BMO by that date, BMO shall not be required to proceed with any of the Facilities.

Yours truly,
BANK OF MONTREAL

By: 
Name: JAVIER VELARDE
Title: Relationship Manager

Accepted and agreed to this 4 day of April, 2019

BORROWER(S)

APTUS MANAGEMENT INC.

Signature: 

Name: Tyrell Sears

Title: CEO/President

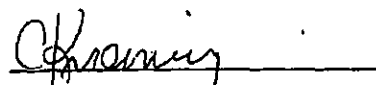
GUARANTOR(S)

DANIELLE SEARS

Signature: 

Name: Danielle Sears

Title: Secretary

Witness:  Signature: _____

Name: Carlie Kroening Name: _____

TYRELL SEARS

Signature: 

Name: Tyrell Sears

Title: CEO/President



Witness: Xavier Velarde Signature: [Signature]

Name: _____ Name: _____

[Handwritten mark]

SCHEDULE A

COVENANTS

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

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



SCHEDULE B

REPRESENTATIONS AND WARRANTIES

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



SCHEDULE C

CONDITIONS PRECEDENT TO ADVANCES

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

ROUTING SLIP - ABS

To: Community Funder /Analyst (Name): Vera Barata

Date: January 24/2019

- Transit # 6652 - Calgary Funders Transit # 6173 - Edmonton Funders
 Transit # 0010 - Calgary Analysts Other Transit # 4663

From:	Suzanne Erdmann	Transit #: 0525
Client Name:	Aptus Management Inc.	
RM Name:	Javier Velarde	Fin. Request # 200130045
RMC #:	16977	Transactions: 300530592 300593639
CA Name:	Jameson Yiu	

New Draw Proposed Funding Date*: Funding Date Flexible

* Complete funding package to be received by Funder minimum 2 working days before the Funding Date

<input type="checkbox"/> LOA is on file	<input type="checkbox"/> Confirmed that all Conditions Precedents (CP) have been met
<input type="checkbox"/> Confirmed that the enclosed docs are properly completed	<input type="checkbox"/> All supporting docs for CP are uploaded in BConnect
<input type="checkbox"/> Docs arranged in same sequence as in Docs tab	<input type="checkbox"/> Pricing authorization uploaded in BConnect
<input type="checkbox"/> Is the draw package COMPLETE? If not, list the missing docs below	<input type="checkbox"/> Application fee details added on App Details tab
<input type="checkbox"/> BConnect Transaction is in "Booking" Status	<input type="checkbox"/> Loan Disbursements updated on Funds tab
<input type="checkbox"/> AML/KYC Checklist validated / BAQ Attested	<input type="checkbox"/> Product level fee updated on Funds tab
<input type="checkbox"/> Loan Details tab: Payment Method & SONO effective date updated	<input type="checkbox"/> Current Account Authority docs uploaded are current

Generally each Business Connect document enclosed should have a scan sheet attached.

Name of the person confirming the above: _____ Position: _____ Signature: _____

Other Items

<input type="checkbox"/> Annual Review	<input type="checkbox"/> Section 427 Registration
<input type="checkbox"/> Docs for COMPLETED draw	<input type="checkbox"/> Exception Log items
<input type="checkbox"/> Product Renewal/ Extension	<input type="checkbox"/> Other (include brief explanation below)

NOTES/ COMMENTS:

LF278 and Form 932 only to take registration over equipment on Schedule A.

Please register 278.

For Routing to PBPCO (TR #4663)

Date: June 05/19


PSO Name: (OPTIONAL - Leave blank if name of PSO is not known. Do not search for the name)

Purpose	
<input checked="" type="checkbox"/> Security for Filing	<input checked="" type="checkbox"/> Update to BConnect Required
<input type="checkbox"/> Other	

Note: Notwithstanding the information indicated above and provided in the comment sections, PBPCO is accountable to ensure that appropriate due diligence is taken when handling documentation. This includes, but is not limited to, the cross referencing of the Compliance Work List, Exception Log and updating Business Connect as required.


NOTES/ COMMENTS: *attached*

1) LF984
2) 2x LF278 already registered
3) Form 932


BMO Bank of Montreal
 Commercial Community Funder
 358 3rd Ave SW
 Calgary, AB T2P 3N9
 Tel: 403-553-8538 Fax: 403-234-3608

[Handwritten initials]

This is Exhibit "C"
Referred to in the Affidavit of
Michaela Wolf
Sworn before me this 27th
Day of January, 2021



COMMISSIONER FOR OATHS IN AND
FOR THE PROVINCE OF ALBERTA

Steve Myles
Student-at-Law
3400, 350 – 7th Avenue SW
Calgary, Alberta T2P 3N9
Ph: (403) 261-9427



SECURITY AGREEMENT.

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

1. The Debtor hereby represents and warrants to the Bank that it has assets at the following locations in Alberta:
SE 31-16-29 W4

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

2. The Debtor hereby

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

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

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

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

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



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

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

5. The Debtor

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

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

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

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

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

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

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

- (a) the Debtor shall default under any of the Obligations;
- (b) the Debtor shall default in the due observance or performance of any covenant, undertaking or agreement heretofore or hereafter given to the Bank, whether contained herein or not and including any covenant or undertaking set out in any Schedule to this Security Agreement;
- (c) an execution of any other process of any court shall become enforceable against the Debtor or a distress or analogous process shall be levied upon the property of the Debtor or any part thereof, or a receiver shall be appointed for the Debtor;
- (d) the Debtor shall become insolvent or commit an act of bankruptcy, or make an assignment in bankruptcy or a bulk sale of its assets or a bankruptcy petition shall be filed or presented against the Debtor and not be bona fide opposed by the Debtor;
- (e) the Debtor shall cease to carry on business, or shall fail to keep the Collateral in repair and in good working order, or shall fail to promptly pay when due all taxes, licence fees and assessments levied on the Debtor;
- (f) the Bank in good faith and on commercially reasonable grounds deems itself insecure or decides that the due discharge of the Obligations, the Collateral or the security is in jeopardy;
- (g) the Debtor shall, without the prior written consent of the Bank, pay any dividend or bonus to shareholders or otherwise distribute or reduce its capital, or make capital expenditures in excess of \$ _____ in any year, or make any capital expenditure or payment while in default of the Obligations, or become guarantor, surety or endorser of the obligations of any other person other than in favour of the Bank, or lend money other than in the ordinary course of its business.

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

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

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

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

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

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

- (a) exercise any power or right granted to the Bank hereunder;
- (b) enter upon any premises under the control of the Debtor and take possession of the Collateral by any method not prohibited by law;
- (c) borrow money by charge against the Collateral for the preservation, processing, maintenance or preparation for sale of the Collateral, or for any other purpose;
- (d) realize on and dispose of the Collateral by any method not prohibited by law, and on any terms, whether to the highest bidder or not and whether in the ordinary course of the Debtor's business or not;
- (e) execute deeds, enter contracts and otherwise act as the attorney of the Debtor in dealing with the Collateral;
- (f) institute, defend, compromise, settle or continue any proceedings relating to the Collateral;
- (g) generally, to do any act necessary or convenient to the realization of the Collateral that the Debtor itself could have done.

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

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

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

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

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

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

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



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

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

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


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


IN WITNESS WHEREOF this Security Agreement has been executed by the Debtor on the 17 day of December, 2018.

Insert date of execution

If signed by corporation or other entity (e.g. partnership):

Aptus Management Inc.

By: 
Name: Vincent Sears
Title: President

By: 
Name: Danielle Sears
Title: _____

By: _____
Name: _____
Title: _____

® Registered trade-marks of Bank of Montreal



CORPORATE AUTHORIZING RESOLUTION

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

NOW THEREFORE BE IT RESOLVED THAT:

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

CERTIFICATE

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

I am the Secretary of _____ and I hereby certify that:

Insert the appropriate date

1. the foregoing is a true copy of a resolution duly and properly passed or consented to by the board of directors of the said Company on the 17 day of December, 20__.

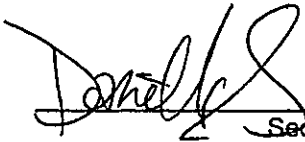
2. the attached Security Agreement is in the form of the draft security agreement referred to in the resolution and has been duly and properly executed by the proper officers of the Company under its corporate seal; and

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

Use applicable clause

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

To be signed by Secretary or
other authorized officer



Secretary

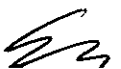


This is Exhibit "D"
Referred to in the Affidavit of
Michaela Wolf
Sworn before me this 27th
Day of January, 2021



COMMISSIONER FOR OATHS IN AND
FOR THE PROVINCE OF ALBERTA

Steve Myles
Student-at-Law
3400, 350 – 7th Avenue SW
Calgary, Alberta T2P 3N9
Ph: (403) 261-9427



Search ID #: Z13459552

Transmitting Party

FASKEN MARTINEAU DUMOULIN LLP

3400, 350 7 Avenue SW
Calgary, AB T2P 3N9

Party Code: 60008049

Phone #: 403 261 5359

Reference #: 317271.00006

Search ID #: Z13459552

Date of Search: 2021-Jan-26

Time of Search: 07:45:34

Business Debtor Search For:

APTUS MANAGEMENT INC.

Exact Result(s) Only Found

NOTE:

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



Search ID #: Z13459552

Business Debtor Search For:

APTUS MANAGEMENT INC.

Search ID #: Z13459552

Date of Search: 2021-Jan-26

Time of Search: 07:45:34

Registration Number: 18121910077

Registration Date: 2018-Dec-19

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2023-Dec-19 23:59:59

Exact Match on:

Debtor

No: 1

Debtor(s)

Block

Status

1 APTUS MANAGEMENT INC.
PO BOX 820
NANTON, AB T0L 1R0

Current

Secured Party / Parties

Block

Status

1 BANK OF MONTREAL/BANQUE DE MONTREAL
250 YONGE STREET
TORONTO, ON M5B 2L7

Current

Collateral: General

Block

Description

Status

1 LF377 All present and after acquired personal property.

Current

2 Location of Chattels: SE 31-16-29 W4th

Current

Search ID #: Z13459552

Business Debtor Search For:

APTUS MANAGEMENT INC.

Search ID #: Z13459552

Date of Search: 2021-Jan-26

Time of Search: 07:45:34

Registration Number: 19012101970

Registration Date: 2019-Jan-21

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2024-Jan-21 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status

1 APTUS MANAGEMENT INC.
BOX 820
NANTON, AB T0L1R0

Current

Block

Status

2 SEARS, TYRELL, CLARK
BOX 820
NANTON, AB T0L1R0

Current

Birth Date:
1985-Jan-01

Secured Party / Parties

Block

Status

1 KUBOTA CANADA LTD
5900 14TH AVE
MARKHAM, ON L3S4K4

Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	44321	2019	KUBOTA ISVL95-2SHFC	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	2019 KUBOTA SVL95-2SHFC 44321	Current

Search ID #: Z13459552

Particulars

Block **Additional Information**

Status

1 PRINCIPAL AMOUNT \$94,857.00

Current



Search ID #: Z13459552

Business Debtor Search For:

APTUS MANAGEMENT INC.

Search ID #: Z13459552

Date of Search: 2021-Jan-26

Time of Search: 07:45:34

Registration Number: 19020724335

Registration Type: SECURITY AGREEMENT

Registration Date: 2019-Feb-07

Registration Status: Current

Expiry Date: 2024-Feb-07 23:59:59

Exact Match on: Debtor No: 1

Amendments to Registration

19060350776	Amendment	2019-Jun-03
19120617630	Amendment	2019-Dec-06
20011415339	Amendment	2020-Jan-14
20021227911	Amendment	2020-Feb-12
20021822845	Amendment	2020-Feb-18
20080709148	Amendment	2020-Aug-07
21011109185	Amendment	2021-Jan-11

Debtor(s)

Block

1 APTUS MANAGEMENT INC.
PO BOX 1319
NANTON, AB T0L 1R0

Status

Current

Secured Party / Parties

Block

1 BANK OF MONTREAL/BANQUE DE MONTREAL
9TH FLOOR - 250 YONGE STREET
TORONTO, ON M5B 2L7

Status

Deleted by
19120617630

Block

2 BANK OF MONTREAL/BANQUE DE MONTREAL
9TH FLOOR - 250 YONGE STREET
TORONTO, ON M5B 2L7

Status

Current by
19120617630

Email: CLST.RegistryConfirmations@bmo.com

Search ID #: Z13459552

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	1NKDLB0X5XR954877	1999	KENWORTH MANURE TRUCK	MV - Motor Vehicle	Deleted By 20021227911
2	1GDT7H4JXNJ522805	1992	GMC TOP KICK TRUCK	MV - Motor Vehicle	Current
3	1FV6HLAA9YHF29494	2000	FREIGHTLINER SERVICE TRUC	MV - Motor Vehicle	Deleted By 20021227911
4	2NPLHZ8X96M890207	2006	PETERBILT FEED TRUCK	MV - Motor Vehicle	Deleted By 20021227911
5	1GTGK24R9VE542656	1997	GMC brown single cab	MV - Motor Vehicle	Deleted By 20021227911
6	SPTGD2724A1012937	2010	SNAKE RIVER TRAILER	TR - Trailer	Current
7	1GT423C87BF201022	2011	GMC 1 TON	MV - Motor Vehicle	Deleted By 20021227911
8	1J4FY19S8WP741570	1998	JEEP	MV - Motor Vehicle	Deleted By 20021227911
9	2C9B3S3D9TS133131	1998	CASTLETON TRAILER	TR - Trailer	Current
10	1XKWD40X97J930961	2007	KENWORTH PURPLE TRUCK	MV - Motor Vehicle	Current
11	3GTU2LEH1GG320218	2016	CHEV SILVERADO tykro sal	MV - Motor Vehicle	Deleted By 20080709148
12	1DW624KHLB0636143	2011	JOHN DEERE 624K WHEEL LOA	MV - Motor Vehicle	Deleted By 20021227911
13	P06403X002575	2007	JOHN DEERE 6403 UTILITY T	MV - Motor Vehicle	Current
14	1RW9620RCFP016529	2015	JOHN DEERE 9620R TRACTOR	MV - Motor Vehicle	Current
15	1N04038RTG0174412	2017	R4038	MV - Motor Vehicle	Current
16	1RW8370RAHD116042	2017	8370R	MV - Motor Vehicle	Current
17	1FDYF70J0NVA24548	1992	FORD	MV - Motor Vehicle	Current
18	1GCGK29F6TE266240	1996	CHEV	MV - Motor Vehicle	Current
19	1GCGK29F6WE183735	1998	CHEV	MV - Motor Vehicle	Current
20	JT4VN13G7P5106058	1993	TOYO	MV - Motor Vehicle	Current
21	1GTGK29U93Z161814	2003	GMC SIERRA	MV - Motor Vehicle	Current
22	1FDKF38M9LKA59102	1990	FORD	MV - Motor Vehicle	Current

Search ID #: Z13459552

23	1GTFK24F1TE512098	1996	GMC	MV - Motor Vehicle	Current
24	5PTGF3925C1016480	2010	SNAKE RIVER	TR - Trailer	Current By 19060350776
25	77E7	2017	PORTABLE TRUCK SCALE	MV - Motor Vehicle	Current By 19060350776
26	20224002	2015	ORKEL COMPACTOR	MV - Motor Vehicle	Current By 19060350776
27	1601TP830FS	2016	INTERSEEDER	MV - Motor Vehicle	Current By 19060350776
28	JJGN58WTEBC545127	2010	CASE BACKHOE	MV - Motor Vehicle	Current By 19060350776
29	1XKWD40X97J930961	2007	KENWORTH PURPLE TRUCK	MV - Motor Vehicle	Current By 19120617630
30	1T0332DKCCD222878	2012	JOHN DEERE 332D	MV - Motor Vehicle	Current By 19120617630
31	A01760R700203	2016	JOHN DEERE 1760 CORN PLAN	MV - Motor Vehicle	Current By 19120617630
32	5PTGF3925C1016480	2013	SNAKE RIVER T/A 25 FT TR	TR - Trailer	Current By 20011415339
33	1FDYF70J0NVA24548	1992	FORD F700 BOOM TRUCK	MV - Motor Vehicle	Current By 20011415339
34	20224002	2015	ORKEL MP 2000-F10 BALER	MV - Motor Vehicle	Current By 20011415339
35	P06403X002575	2007	JOHN DEERE 6403 MFWD TRAC	MV - Motor Vehicle	Current By 20011415339
36	N00510X005265	1999	JOHN DEERE DD510 15FT	MV - Motor Vehicle	Current By 20011415339
37	JJGN58WTEBC545127	2011	CASE 580 SUPER N LOADER	MV - Motor Vehicle	Current By 20011415339
38	NVSN	2015	PDG 25 KVA 14.4 KW GEN	MV - Motor Vehicle	Current By 20011415339
39	07022078LPWS3A408	2009	LISTER PETER 14.5 KVA	MV - Motor Vehicle	Current By 20011415339
40	JT4VN13G7P5106058	1993	TOYOTA SR5 PICKUP	MV - Motor Vehicle	Current By 20011415339
41	1GTGK24F1TE512098	1996	GMC 2500 SL PICKUP	MV - Motor Vehicle	Current By 20011415339
42	1FDKF38M9LKA59102	1990	FORD F350 PICKUP	MV - Motor Vehicle	Current By 20011415339

Search ID #: Z13459552

43	1GDT7H4JXNJ522805	1992	GMC TOP KICK GRAIN TRUCK	MV - Motor Vehicle	Current By 20011415339
44	4FVCASSASCU431455	2012	INGERSOLL-RAND HP220 AIR	MV - Motor Vehicle	Current By 20011415339
45	1GTGK29U93Z161814	2003	GMC 2500 PICKUP	MV - Motor Vehicle	Current By 20011415339
46	1GCGK29F6TE266240	1996	CHEVROLET 1500 PICKUP	MV - Motor Vehicle	Current By 20011415339
47	1GCGK29F6WE183735	1998	CHEVROLET 1500 PICKUP	MV - Motor Vehicle	Current By 20011415339
48	44321	2019	KUBOTA SVL95-2SHFC	MV - Motor Vehicle	Current By 20021822845
49	10584	2019	KUBOTA #M7-151S-PS	MV - Motor Vehicle	Current By 20021822845
50	A0965	2019	KUBOTA *LM2605	MV - Motor Vehicle	Current By 20021822845
51	1RW9620REHP802289	2017	JOHN DEERE 9620XRW	MV - Motor Vehicle	Current By 20021822845
52	1GTR9AEH9KZ251924	2019	GMC New Sierra 1500	MV - Motor Vehicle	Current By 20021822845
53	1XF2530LLKK196705	2019	JOHN DEERE	MV - Motor Vehicle	Current By 21011109185

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	LF278 Any after-acquired property in replacement or	Current
2	substitution of such equipment, and all proceeds thereof and	Current
3	accessions thereto.	Current
4	Location of Chattels - SE 31-16-29-W4	Current
5	JD 332D skid steer Serial Number 1T0332DKCCD222878	Current
6	INTERSEEDER DRILL Serial Number 1601TP830FS	Current
7	JD 1760 CORN PLANTER S/N A01760R700203	Current By 19060350776
8	2017 RICE LAKE EZ8511-ST-100-ATV 8 CELL TRUCK SCALE	Current By 20011415339
9	PDG 30 KVA GEN SET (10-249 KW/12.5-310 KVA) S/N: NVSN	Current By 20011415339

Search ID #: Z13459552

10	PATRIOT 6 DISC PIVOT TRACK FILLER IRRIGATION EQUIPMENT - OTHER S/N: 25189	Current By 20011415339
11	VERVILLE VP400 COMPRESSION BAGGER AGRICULTURAL EQUIPMENT - OTHER S/N: NVSN	Current By 20011415339
12	JOHN DEERE 2530LXF NT SIDEFOLD LIQ. APPLICATOR	Current By 20021822845

Particulars

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
1	THE COMPLETE DESCRIPTION OF THE SERIAL COLLATERALS ARE - 2000 FREIGHTLINER SERVICE TRUCK S/N 1FV6HLAA9YHF29494 2016 CHEV SILVERADO tykro sales S/N 3GTU2LEH1GG320218 2011 JOHN DEERE 624K WHEEL LOADER S/N 1DW624KHLB0636143 2007 JOHN DEERE 6403 UTILITY TRACTOR S/N P06403X002575	Current

Search ID #: Z13459552

Business Debtor Search For:

APTUS MANAGEMENT INC.

Search ID #: Z13459552

Date of Search: 2021-Jan-26

Time of Search: 07:45:34

Registration Number: 19040925761

Registration Type: SECURITY AGREEMENT

Registration Date: 2019-Apr-09

Registration Status: Current

Expiry Date: 2025-Apr-09 23:59:59

Exact Match on:

Debtor

No: 1

Debtor(s)

Block

Status

Current

1 APTUS MANAGEMENT INC.
295006 TWP RD 165
NANTON, AB T0L 1R0

Block

Status

Current

2 SEARS, TYRELL
295006
NANTON, AB T0L 1R0

Block

Status

Current

3 SEARS, TYRELL, CLARK
295006
NANTON, AB T0L 1R0

Block

Status

Current

4 SEARS, TYRELL
295006 TWP RD 165
NANTON, AB T0L 1R0

Block

Status

Current

5 SEARS, TYRELL, CLARK
295006 TWP RD 165
NANTON, AB T0L 1R0

Search ID #: Z13459552

Secured Party / Parties

Block

Status

Current

1 JOHN DEERE FINANCIAL INC.
3430 SUPERIOR COURT
OAKVILLE, ON L6L 0C4

Collateral: General

Block

Description

Status

Current

1 ONE JOHN DEERE 2530LXF NT SIDEFOLD LIQ. APPLICATOR TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL

Search ID #: Z13459552

Business Debtor Search For:

APTUS MANAGEMENT INC.

Search ID #: Z13459552

Date of Search: 2021-Jan-26

Time of Search: 07:45:34

Registration Number: 19081313727

Registration Date: 2019-Aug-13

Registration Type: SECURITY AGREEMENT

Registration Status: Current

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

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status

1 APTUS MANAGEMENT INC.
SE 31 16 29 W4 RANGE
NANTON, AB T0L 1R0

Current

Block

Status

2 SEARS, TYRELL, CLARK
SE 31 16 29 W4 RANGE
NANTON, AB T0L 1R0

Current

Birth Date:
1985-Jan-01

Secured Party / Parties

Block

Status

1 ROYAL BANK OF CANADA
10 YORK MILLS ROAD 3RD FLOOR
TORONTO, ON M2P 0A2

Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	1GTR9AEH9KZ251924	2019	GMC New Sierra 1500	MV - Motor Vehicle	Current

Search ID #: Z13459552

Business Debtor Search For:

APTUS MANAGEMENT INC.

Search ID #: Z13459552

Date of Search: 2021-Jan-26

Time of Search: 07:45:34

Registration Number: 20052633557

Registration Type: WRIT OF ENFORCEMENT

Registration Date: 2020-May-26

Registration Status: Current

Expiry Date: 2022-May-26 23:59:59

Issued in Calgary Judicial Centre

Court File Number is 2001-06602

Judgment Date is 2020-May-12

This Writ was issued on 2020-May-21

Type of Judgment is Other

Original Judgment Amount: \$47,898.72

Costs Are: \$215.00

Post Judgment Interest: \$0.00

Current Amount Owing: \$48,113.72

Exact Match on: Debtor No: 1

Solicitor / Agent

T & S COLLECTIONS LTD
105, 412 53RD AVENUE SE
CALGARY, AB T2H 0N4

Phone #: 403 202 7336 Fax #: 403 201 7236

Email: tscollections@shaw.ca

Debtor(s)

Block

Status
Current

1 APTUS MANAGEMENT INC
P O BOX 1319
NANTON, AB T0L 1R0

Creditor(s)

Block

Status
Current

1 R A WEST INTERNATIONAL INC
105, 412-53RD AVENUE SE
CALGARY, AB T2H 0N4

Search ID #: Z13459552

Email: tscollection@shaw.ca

Result Complete



This is Exhibit "E"
Referred to in the Affidavit of
Michaela Wolf
Sworn before me this 27th
Day of January, 2021



COMMISSIONER FOR OATHS IN AND
FOR THE PROVINCE OF ALBERTA

Steve Myles
Student-at-Law
3400, 350 – 7th Avenue SW
Calgary, Alberta T2P 3N9
Ph: (403) 261-9427



FASKEN

Fasken Martineau DuMoulin LLP
Barristers and Solicitors
Patent and Trade-mark Agents

350 7th Avenue SW, Suite 3400
Calgary, Alberta T2P 3N9
Canada

T +1 403 261 5350
+1 877 336 5350
F +1 403 261 5351

fasken.com

November 23, 2020
File No.: 317271.00006/20066

Rachel Kardal
Direct +1 587 233 4104
rkardal@fasken.com

By Registered Mail

Kubota Canada Ltd.
5900 14th Ave
Markham, ON L3S 4K4

To Whom it May Concern:

Re: **Kubota Registrations**

We act for the Bank of Montreal (the "**Bank**") who, further to credit facilities granted by the Bank to Aptus Management Inc. ("**Aptus**"), Tyrell Sears and Danielle Sears (collectively, the "**Borrowers**"), the Bank is a secured creditor of Aptus, as well as a judgment creditor of Mr. and Mrs. Sears.

We understand that Kubota has made registrations against three motor vehicles:

- a) A 2019 Kubota SVL95-2SHFC, SN 44321;
- b) A 2019 Kubota #M7-151S-PS, SN 10584; and
- c) A 2019 Kubota *LM2605, SN A0965

(collectively, the "**Motor Vehicles**").

In accordance with section 18(1)(b) of the *Personal Property Security Act*, RSA 2000, c P-7 (the "**PPSA**"), we request that Kubota provide our office with a statement of indebtedness that it is owed with respect to the Motor Vehicles.

In addition we request that Kubota advise our office if they intend to, or are in the process of, seizing and selling the Motor Vehicles and that Kubota forward any excess funds to our firm, in trust for BMO, as secured creditor of Aptus.

Further, we also ask that you:

1. advise our office if one or more of the Borrowers holds additional accounts with Kubota with respect to other equipment (the "**Further Collateral**") and whether those accounts remain in good standing;



FASKEN

2. kindly advise our office if Kubota intends to, or is in the process of, seizing and selling any Further Collateral and/or the Motor Vehicles; and
3. provide our office with any excess funds realized if, after disposition, Kubota has been paid out in full with respect to such Further Collateral and/or the Motor Vehicles.

We thank you for your time. If you have any questions or concerns, please do not hesitate to contact me directly.

Yours truly,

FASKEN MARTINEAU DuMOULIN LLP



Rachel Kardal

RK/eb



Sabina Mancilla

From: Mihai Tomos
Sent: January-25-21 5:24 PM
To: Mihai Tomos
Subject: FW: [EXT] Aptus Management Inc./Tyrell Sears kcl# 665318 & 664693 your file# 317271.00006/20066

Mihai Tomos
ASSOCIATE
T. +1 403 261 7386 | F. +1 403 261 5351

From: Novalski, Sharon <sharon.novalski@kubota.com>
Sent: December-10-20 8:50 AM
To: Rachel Kardal <rkardal@fasken.com>
Subject: [EXT] Aptus Management Inc./Tyrell Sears kcl# 665318 & 664693 your file# 317271.00006/20066

Hi Rachel:

I am just following up with an email; I just left you a voicemail.

We repossessed and sold our equipment with regard to the above-mentioned Kubota contracts on or about August 19, 2020.

We have a total deficiency balance owing after the sale of \$17,825.48.

Please let me know if you need anything further.

Thank you.

Sharon Novalski
Kubota Canada Ltd.
Legal Credit & Recovery Specialist


Telephone:
905 294-6535 ext 2262
800 268-9836 ext 2262

Fax:
800 878-8279

Please note new email address sharon.novalski@kubota.com



This is Exhibit "F"
Referred to in the Affidavit of
Michaela Wolf
Sworn before me this 27th
Day of January, 2021



COMMISSIONER FOR OATHS IN AND
FOR THE PROVINCE OF ALBERTA

Steve Myles
Student-at-Law
3400, 350 – 7th Avenue SW
Calgary, Alberta T2P 3N9
Ph: (403) 261-9427





NOTICE OF SALE OR OTHER DISPOSITION

REGISTERED MAIL

TO: The persons listed on Schedule "A" hereto.

RE: Account Number : 1000386592001

TAKE NOTICE that default has been made under the terms of the Security Agreement* dated on or about April 1, 2019 between APTUS MANAGEMENT INC. (the debtor) SEARS TYRELL CLARK and our dealer, WESTERN TRACTOR COMPANY INC., LETHBRIDGE, AB which Security Agreement has been duly assigned to John Deere Financial Inc., in respect of which a financing statement was registered under the Personal Property Security Act.

The collateral covered under the Security Agreement is:

<u>Model Year</u>	<u>Model</u>	<u>Description</u>	<u>Serial Number</u>
2017	9620XRW	9620RX 4 TRACK TRACTOR	1RW9620REHP802289

C/W

AND TAKE FURTHER NOTE that John Deere Financial intends to dispose of the Collateral unless redeemed.

1. The amount required to satisfy the obligations secured by the Security Agreement as of October 26, 2020 is the sum of \$ 512,714.5 comprising of principal, interest, and all applicable taxes, together with additional interest on the principal amount at the rate of 24% per annum, compounded monthly, calculated from the date hereof to the date of actual payment.
2. The amount actually in arrears, exclusive of the operation of an acceleration clause in the Security Agreement, is \$ 97,750.61 plus interest at 24% per annum from time to time, from the date hereof until payment in full plus applicable taxes.
3. The amount of expenses incurred by John Deere Financial, including the cost of insurance and payment of taxes and other charges incurred in taking, holding, repairing, processing, preparing for disposition and disposing of the Collateral and any other reasonable expenses to be incurred by John Deere Financial and provided for in the Security Agreement is estimated to be \$ 51,271.45 .
4. Upon payment of the amounts indicated in paragraphs (1) and (3), by certified cheque or money order payable to John Deere Financial, any person entitled to receive this notice may redeem the Collateral, and upon receipt of payment the payer will be credited with any rebates or allowances to which the Debtor is entitled by law or under the Security Agreement.
5. On payment of the sums in arrears, as outlined in paragraph (2), exclusive or the operation of any acceleration clause in the Security Agreement or on the curing of any other default, as the case may be, together with payment of the amount indicated in paragraph (3) above, the Debtor may reinstate the Security Agreement.
6. Unless payment of the amounts set out above is made to John Deere Financial within 21 days of the date of the mailing of this notice, the Collateral will be disposed of without further notice by private disposition, and the Debtor may be liable for any deficiency resulting from such sale or other disposition of the Collateral.



JOHN DEERE FINANCIAL

John Deere Financial Inc.
3430 Superior Court
Oakville ON L6L 0C4

* A security agreement could be as follows: Retail Installment Contract, Lease Purchase, Operating lease, Finance lease to a \$1.00 or other amount, Commercial Lease with or without a purchase option or a DRV Lease.

DATED at Oakville, Ontario November 4, 2020

John Deere Financial

JENNIFER SPELIC
Recovery Specialist
Phone: (888) 297-6723
Fax: (905)-319-1809

cc: **TEL COL, TM, DEALER, ERS**

NOTE TO DEALER: You may be legally required to be accountable to the purchaser for proceeds realized from the sale of the above repossession, less expenses to recondition, to sell, etc. It is recommended you establish a permanent and accurate record of these transactions.



JOHN DEERE
FINANCIAL

John Deere Financial Inc.
3430 Superior Court
Oakville ON L6L 0C4

SCHEDULE "A"

APTUS MANAGEMENT INC.
PO BOX 1319 TWP RD
NANTON, AB T0L 1R0

SEARS TYRELL CLARK
PO BOX 1319
NANTON, AB T0L 1R0

BANK OF MONTREAL/BANQUE DE MONTREAL
9TH FLOOR - 250 YONGE STREET
TORONTO, ON M5B 2L7

T & S COLLECTIONS LTD
105, 412 53RD AVENUE SE
CALGARY, AB T2H 0N4

WESTERN TRACTOR COMPANY INC.
#48 BROXBURN BLVD
BROXBURN BUSINESS PARK
LETHBRIDGE, AB T1J 4P4

JOHN DEERE FINANCIAL INC.
3430 SUPERIOR COURT
OAKVILLE, ON L6L 0C4

This is Exhibit "G"
Referred to in the Affidavit of
Michaela Wolf
Sworn before me this 27th
Day of January, 2021



COMMISSIONER FOR OATHS IN AND
FOR THE PROVINCE OF ALBERTA

Steve Myles
Student-at-Law
3400, 350 – 7th Avenue SW
Calgary, Alberta T2P 3N9
Ph: (403) 261-9427



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

Date of Search: 2021/01/26
Time of Search: 07:44 AM
Search provided by: FASKEN MARTINEAU DUMOULIN LLP
Service Request Number: 34748479
Customer Reference Number: 317271.00006

Corporate Access Number: 209813518
Business Number: 132961848
Legal Entity Name: MESABI RANCHES INC.

Name History:

Previous Legal Entity Name	Date of Name Change (YYYY/MM/DD)
MESABI RANCHES LTD.	2002/06/11

Legal Entity Status: Active
Alberta Corporation Type: Named Alberta Corporation
Method of Registration: Amalgamation
Registration Date: 2002/04/01 YYYY/MM/DD

Registered Office:

Street: 300, 2912 MEMORIAL DRIVE S.E.
City: CALGARY
Province: ALBERTA
Postal Code: T2A6R1

Records Address:

Street: 300, 2912 MEMORIAL DRIVE S.E.
City: CALGARY
Province: ALBERTA
Postal Code: T2A6R1

Email Address: MAIL@BEAUMONTCHURCH.COM

Directors:

Last Name: SEARS
First Name: JOANN
Middle Name: L.
Street/Box Number: BOX 400



City: NANTON
Province: ALBERTA
Postal Code: T0L1R0

Last Name: SEARS
First Name: MICHAEL
Middle Name: J.
Street/Box Number: BOX 400
City: NANTON
Province: ALBERTA
Postal Code: T0L1R0

Voting Shareholders:

Last Name: SEARS
First Name: JOANN
Middle Name: L.
Street: BOX 400
City: NANTON
Province: ALBERTA
Postal Code: T0L1R0
Percent Of Voting Shares: 49

Last Name: SEARS
First Name: MICHAEL
Middle Name: J.
Street: BOX 400
City: NANTON
Province: ALBERTA
Postal Code: T0L1R0
Percent Of Voting Shares: 51

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: THE ATTACHED SCHEDULE "A" IS INCORPORATED INTO AND FORMS A PART OF THIS FORM 9.

Share Transfers: NO SHARE(S) SHALL BE TRANSFERRED WITHOUT THE APPROVAL OF A MAJORITY OF THE BOARD OF DIRECTORS. NO SHARE(S) SHALL BE SOLD TO THE PUBLIC.

Restrictions: THERE SHALL BE NO MORE THAN FIFTEEN (15) SHAREHOLDERS.

Min Number Of Directors: 1



Max
Number Of 9

Directors:

Business
Restricted NONE

To:
Business
Restricted NONE
From:
Other THE ATTACHED SCHEDULE "B" IS INCORPORATED INTO AND FORMS A PART OF
Provisions: THIS FORM.

Holding Shares In:

Legal Entity Name
LOVE HATE INVESTMENTS LTD.
TYKRO FORAGE SOLUTIONS INC.

Other Information:

Amalgamation Predecessors:

Corporate Access Number	Legal Entity Name
205132525	MESABI RANCHES INC.
200282770	S & D RANCHES LTD

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2020	2020/05/09

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2002/04/01	Amalgamate Alberta Corporation
2002/06/11	Name Change Alberta Corporation
2005/09/29	Change Address
2019/04/06	Change Director / Shareholder
2020/02/18	Update BN
2020/05/09	Enter Annual Returns for Alberta and Extra-Provincial Corp.

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2002/04/01
Other Rules or Provisions	ELECTRONIC	2002/04/01
Statutory Declaration	10000001000287058	2002/04/01

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



A handwritten signature in the bottom right corner of the page.

This is Exhibit "H"
Referred to in the Affidavit of
Michaela Wolf
Sworn before me this 27th
Day of January, 2021



COMMISSIONER FOR OATHS IN AND
FOR THE PROVINCE OF ALBERTA

Steve Myles
Student-at-Law
3400, 350 – 7th Avenue SW
Calgary, Alberta T2P 3N9
Ph: (403) 261-9427



The Court of Queen's Bench of Alberta

Accounting Section
Judicial Centre of Calgary
Calgary Courts Centre Box 2549 Mai
603N, 601 - 5 Street S.W.
Calgary, Alberta T2P 5P7
Telephone: 403-297-2209 Fax: 403-297-4984

January 11, 2021

ATB FINANCIAL
2202 - 20 ST
NANTON, AB T0L 1R0

Dear Sir/Madam:

Subject: BANK OF MONTREAL
vs APTUS MANAGEMENT INC
~~SEARS, DANIELLE Et Al~~

Our File #: Q 2001 04500

This acknowledges receipt of \$4,615.35 on the 11th day of January, 2021. This payment into court was remitted pursuant to the Garnishee Summons issued on the 4th day of December, 2020. This letter is your OFFICIAL RECEIPT # 022424.

It is the responsibility of the Garnishee to inform our offices immediately if the money has been assigned to the wrong party and/or in the wrong amount set out.

The Certificate of Service of the Garnishee Summons on the debtor(s) has not been received. ~~Please complete and return your signed Certificate of Service located within the Garnishee Summons.~~

~~Please be advised that monies cannot be paid out of court until service requirements on the debtor(s) have been met.~~

Yours truly,

Total sum of \$4,615.35 has been paid into court to date by the garnishee.


Clerk of the Court

cc: FASKEN MARTNEAU DUMOULIN LLP
350 - 7 AVE SW
CALGARY, AB T2P 3N9

Your File #: 317271.00006 403-261-7386



The Court of Queen's Bench of Alberta

Accounting Section
Judicial Centre of Calgary
Calgary Courts Centre Box 2549 Mai
603N, 601 - 5 Street S.W.
Calgary, Alberta T2P 5P7
Telephone: 403-297-2209 Fax: 403-297-4984

January 20, 2021

CANADIAN IMPERIAL BANK OF COMMERCE
1919 - 20 AVE, PO BOX 459
NANTON, AB T0L 1R0

Dear Sir/Madam:

Subject: BANK OF MONTREAL
vs APTUS MANAGEMENT INC Tyrell Sears
SEARS, DANIELLE Et Al

Our File #: Q 2001 04500

This acknowledges receipt of \$5,112.47 on the 20th day of January, 2021. This payment into court was remitted pursuant to the Garnishee Summons issued on the 4th day of December, 2020. This letter is your OFFICIAL RECEIPT # 023318.

It is the responsibility of the Garnishee to inform our offices immediately if the money has been assigned to the wrong party and/or in the wrong amount set out.

The Certificate of Service of the Garnishee Summons on the debtor(s) has been received.

Yours truly,

Total sum of \$ 5112.47 has been paid into court to date by the garnishee.

UMF

Clerk of the Court

cc: FASKEN MARTINEAU DUMOULIN LLP
350 - 7 AVE SW
CALGARY, AB T2P 3N9

Your File #: 317271.00006 403-261-7386



The Court of Queen's Bench of Alberta

Accounting Section
Judicial Centre of Calgary
Calgary Courts Centre Box 2549 Mail
603N, 601 - 5 Street S.W.
Calgary, Alberta T2P 5P7
Telephone: 403-297-2209 Fax: 403-297-4984

January 20, 2021

FASKEN MARTINEAU DUMOULIN LLP
350 - 7 AVE SW
CALGARY, AB T2P 3N9

Dear Sir/Madam:

Subject: BANK OF MONTREAL
vs APTUS MANAGEMENT INC
SEARS, DANIELLE Et Al

Our File #: Q 2001 04500
Your file #: 317271.00006 403-261-7386

Enclosed is a copy of a reply to garnishee summons filed on the 20th day of January, 2021 by the garnishee:

CANADIAN IMPERIAL BANK OF COMMERCE

Yours truly,



Clerk of the Court

Enclosure





Calgary Courts Centre
601- 5th Street S.W.
Calgary, AB T2P 5P7



ENTERED

CIBC Commerce Court Operations
Third Party Payments Department
199 Bay St. Securities Level Toronto Ontario
M5L1G9

January 8, 2021

Subject: Remittance to issuer of a Third Party Demand (the "Demand")

Your Reference number:

CIBC Reference number: PID#175689700
Customer/debtor name: Danielle Sears
Agent/creditor name: Bank of Montreal
Court/File Number: 2001-04500 (applicable to Garnishments)

Dear Sir/Madame:

This letter is to acknowledge your Demand for payment served on Canadian Imperial Bank of Commerce "CIBC" 1919- 20th Avenue, PO Box 459, Nanton, AB, naming Danielle Sears dated December 4, 2020 in the amount of \$2,550,754.45. The action noted below is our response to the Demand. *(Select one)*

- Copy of completed Garnishee Statement is attached.
- Full payment is enclosed in the amount of \$ _____ after deducting our \$10.00 commission Charges
- Final payment is enclosed in the amount of \$ _____ after deducting our 10.00 commission charge.
- <Select> payment is enclosed in the amount of \$ _____
- No payment enclosed because we maintain no account(s) in the name of the debtor.
- <Select>- Final payment is enclosed in the amount of \$0.00
- Account has been closed in the name of the debtor
- Funds in the debtors account are exempt from attachment or seizure pursuant to _____
- No payment is enclosed, as CIBC Trust is the trustee of the Debtor's [Life Income Retirement Account/Locked-in RSP] and <Select> are exempt from the attachment pursuant to <Select> legislation.
- We are in receipt of the above-noted RTP served on CIBC Mortgages/First Line Mortgages. Please confirm if this CRA's demand is meant to attach any mortgage advance and/or refinance related solely to the debtor's mortgage. If you are intending to attach other products of the debtor located at CIBC or its subsidiaries, we would kindly ask you to issue and serve your RTP on the appropriate entity of CIBC accordingly".
- We maintain no account(s) in the name of joint debtors named in the demand.
- Other

Please be advised that if the enclosed payment represents only a partial payment or if no payment is enclosed because there are no funds to remit, the account(s), including any registered product (if applicable), will be monitored until such time as the Demand is satisfied, expires or is withdrawn.

Should you require further clarification, please contact us at the fax number below.

Sincerely,

CIBC Commerce Court Operations
Third Party Payments Department
Fax: 1-866-284-0760

This is Exhibit "I"
Referred to in the Affidavit of
Michaela Wolf
Sworn before me this 27th
Day of January, 2021



COMMISSIONER FOR OATHS IN AND
FOR THE PROVINCE OF ALBERTA

Steve Myles
Student-at-Law
3400, 350 – 7th Avenue SW
Calgary, Alberta T2P 3N9
Ph: (403) 261-9427





COURT OF QUEEN'S BENCH OF ALBERTA

NOTICE TO THE PROFESSION AND PUBLIC

REMOTE COMMISSIONING OF AFFIDAVITS FOR USE IN CIVIL AND FAMILY PROCEEDINGS DURING THE COVID-19 PANDEMIC

During the COVID-19 pandemic, some accommodation must be made for the commissioning of affidavits in circumstances where it is not possible or is medically unsafe for the deponent to physically attend before a commissioner. Examples might include deponents who are unable to leave their residences, are not permitted to receive visitors, or for those who are required to self-isolate or self-quarantine.

With the approval of the Law Society of Alberta, until further notice, the following accommodations will be made for affidavits to be used in the Court of Queen's Bench of Alberta, subject always to the discretion of the Courts to apply the best evidence requirements to their use:

1. Any affidavit to be sworn using video technology must contain a paragraph at the end of the body of the affidavit describing that the deponent was not physically present before the commissioner, but was linked with the commissioner utilizing video technology and that the process described below for remote commissioning of affidavits was utilized.
2. While connected via video technology, the deponent must show the commissioner the front and back of the deponent's current government-issued photo identification and the commissioner must compare the video image of the deponent and information in the deponent's government-issued photo identity document to be reasonably satisfied that it is the same person and that the document is valid and current. The commissioner must also take a screenshot of the front and back of the deponent's government-issued photo identity document and retain it.
3. The commissioner and the deponent are both required to have a paper copy of the affidavit, including all exhibits, before each of them while connected via video technology.
4. The commissioner and the deponent must review each page of the affidavit and exhibits to verify that the pages are identical and if so, must initial each page in the lower right corner.

A handwritten signature in black ink, located in the bottom right corner of the page.


5. At the conclusion of the review, the commissioner will administer the oath, the deponent will state what needs to be said to swear or affirm the truth of the facts, and the commissioner must watch the deponent sign his or her name to the affidavit.

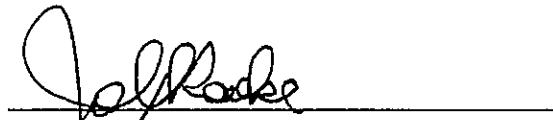
6. The deponent will then send the signed affidavit with exhibits electronically to the commissioner.

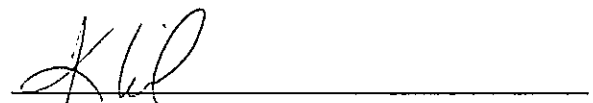
7. Before completing the affidavit, the commissioner must compare each page of the copy received from the deponent against the initialed copy that was before him or her in the video conference and may affix his or her name to the jurat only upon being satisfied that the two copies are identical.

8. The two copies will then be attached together with a certificate signed by the commissioner stating that the commissioner was satisfied that the process was necessary because it was impossible or unsafe, for medical reasons, for the deponent and the commissioner to be physically present together.

9. The completed package would then be permitted to be filed.


Mary T. Moreau, Chief Justice


John D. Rooke, Associate Chief Justice


Kenneth G. Nielsen, Associate Chief Justice



COURT FILE NUMBER

COURT Court of Queen's Bench of Alberta

JUDICIAL CENTRE Calgary

APPLICANT **BANK OF MONTREAL**

RESPONDENT **APTUS MANAGEMENT INC.**

DOCUMENT **AFFIDAVIT OF TRUTH IN APPLICATION FOR BANKRUPTCY ORDER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT **Fasken Martineau DuMoulin LLP**
Barristers and Solicitors
3400 First Canadian Centre
350 – 7 Avenue SW
Calgary, Alberta T2P 3N9

Attention: Mihai Tomos
Tel: (403) 261 7386
Email: mtomos@fasken.com
File No.: 317271.00006

AFFIDAVIT OF TRUTH OF MICHAELA WOLF
Sworn of January 27, 2021

I, Michaela Wolf, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SWEAR AND SAY THAT:**

Introduction

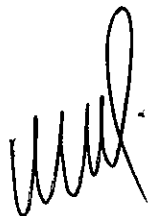
1. I am a Senior Account Manager in the Western Canada Special Accounts Management Unit of the Applicant, Bank of Montreal ("BMO") in the within proceedings, and as such, I have personal knowledge of the facts and matters hereinafter deposed to, save where stated to be based upon information and belief, and where so stated, I believe the same to be true.
2. I am authorized by BMO to make this Affidavit on its behalf.



3. I have read the Application for Bankruptcy Order and the statements made therein are, to my own knowledge, true.

Aptus

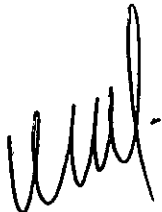
4. Aptus Management Inc. ("**Aptus**") is a body corporate which carries on business in the City of Nanton, in the Province of Alberta.
5. A corporate search with respect to Aptus is attached hereto and marked as **Exhibit "A"**.
6. The directors of Aptus are Danielle Sears and Tyrell Sears, individuals that, to the best of my knowledge, reside in Nanton, Alberta. The shareholders of Aptus are also Danielle Sears (holding 49% of Aptus' shares) and Tyrell Sears (holding 51% of Aptus' shares).
7. Pursuant to a Letter of Agreement dated April 4, 2019 executed by Aptus (the "**Letter Agreement**"), BMO agreed to make and made certain loans to Aptus (the "**Loans**"). A copy of the Letter Agreement is attached hereto and marked as **Exhibit "B"**.
8. As security for the repayment of the Loans, Aptus executed a Security Agreement dated December 17, 2018 in favour of BMO (the "**Security Agreement**"). A copy of the Security Agreement is attached hereto and marked as **Exhibit "C"**.
9. Pursuant to the Security Agreement, BMO holds security over all present and after acquired personal property of Aptus (the "**Security**").
10. BMO demanded the repayment of the indebtedness from Aptus pursuant to a demand letter and a Notice of Intention to Enforce Security under subsection 244(1) of the *Bankruptcy and Insolvency Act (Canada)* dated December 2, 2019.
11. As of January 25, 2021, BMO is still owed principal and interest in the sum of \$2,273,500.77 plus costs in respect of the recovery of the foregoing amount, which equal \$34,666.27 as of January 25, 2021, plus further accruing interest and costs by Aptus.
12. BMO values the Security at \$0.



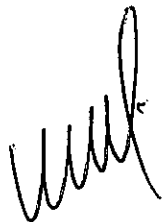
13. On May 21, 2020 R A West International Inc. registered at the Alberta Personal Property Registry a writ of enforcement against Aptus in the amount of \$48,113.72 (the “**RA West Writ**”). An Alberta Personal Property Registry search result with respect to Aptus, which evidences the RA West Writ, is attached hereto and marked as **Exhibit “D”**.
14. I am advised by Mihai Tomos of Fasken Martineau DuMoulin LLP (“**Fasken**”), counsel for BMO, that
 - (a) Kubota Canada Ltd. (“**Kubota**”) is a secured creditor of Aptus;
 - (b) on or about August 19, 2020 Kubota seized three assets of Aptus (the “**Kubota Seizure**”); and
 - (c) after the Kubota Seizure, as of December 10, 2020 Kubota is still owed \$17,825.48 by Aptus (the “**Kubota Debt**”).
15. A letter from Fasken to Kubota dated November 23, 2020 and an email response from Sharon Novalski of Kubota to Fasken dated December 10, 2020 confirming the Kubota Seizure and the Kubota Debt are collectively attached hereto and marked as **Exhibit “E”**.
16. On November 15, 2020, BMO received a Notice of Sale or Other Disposition from John Deere Financial Inc. (the “**John Deere Disposition Notice**”) pursuant to which John Deere advised that:
 - (a) it was owed \$512,714.50 by Aptus (the “**John Deere Debt**”); and
 - (b) it would seize a certain asset of Aptus.
17. A copy of the John Deere Disposition Notice is attached hereto and marked as **Exhibit “F”**.

Suspicious Circumstances

18. Mesabi Ranches Inc. (“**Mesabi**”) is a corporation incorporated pursuant to the laws of the Province of Alberta.
19. An Alberta Corporate Registry search result with respect to Mesabi is attached hereto and marked as **Exhibit “G”**.

A handwritten signature in black ink, appearing to be 'M. Tomos', is located in the bottom right corner of the page.

20. The directors of Mesabi are Joann Sears and Michael Sears. The shareholders of Mesabi are also Joann Sears (holding 49% of shares) and Michael Sears (holding 51% of shares).
21. I believe that Joann Sears and Michael Sears are the parents of Tyrell Sears.
22. Between January 2, 2019 and August 28, 2019, Aptus transferred in aggregate \$736,770.24 to Mesabi (the “**Transferred Funds**”) as follows:
 - (a) \$35,595.00 on January 2, 2019;
 - (b) \$103,742.33 on January 8, 2019;
 - (c) \$229,228.44 on May 2, 2019;
 - (d) \$123,968.25 on May 23, 2019;
 - (e) \$100,953.36 on June 27, 2019;
 - (f) \$102,504.13 on July 20, 2019;
 - (g) \$29,730.93 on August 13, 2019; and
 - (h) \$11,047.80 on August 28, 2019.
23. The transfers of the Transferred Funds to Mesabi are suspicious given that they (i) were made to an entity that does not appear to be at arm’s length to Aptus, (ii) do not appear to be made for value, and (iii) likely rendered Aptus insolvent.
24. I verily believe that the application of BMO to bankrupt Aptus should be granted based upon the following:
 - (a) BMO is owed by Aptus a debt greater than \$1,000;
 - (b) as evidenced by the RA West Writ, the Kubota Debt, and the John Deere Debt, Aptus ceased to meet its liabilities generally as they become due and, as such, Aptus has committed an act of bankruptcy pursuant to section 42(j) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the “**BIA**”) within six months next preceding the filing of BMO’s application,
 - (c) BMO is a significant creditor of Aptus;

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is cursive and appears to be the name of the person who prepared the document.

- (d) as described in more detail above with respect to the Transferred Funds, there are suspicious circumstances in the way Tyrell Sears and Danielle Sears have handled the assets of Aptus, which require that the processes of the BIA be set in motion; and
- (e) as evidenced by the Kubota Seizure, Aptus permitted a process issued against it under which its property was taken in execution and such execution remained unsatisfied for fifteen days after such process. As such, Aptus committed an act of bankruptcy pursuant to section 42(e) of the BIA.

Consent to Act

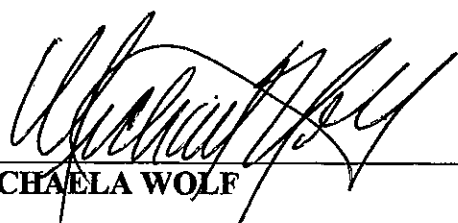
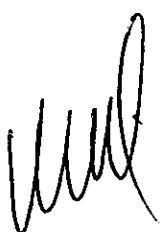
- 25. MNP Ltd. has consented to act as trustee of the assets, undertakings and properties of Aptus and they are qualified to act as a Trustee in Bankruptcy with respect to Aptus. MNP Ltd. is acceptable to BMO.
- 26. I swear this Affidavit in support of the Application by BMO for a Bankruptcy Order to be made against Aptus and for no other or improper purpose.
- 27. I was not physically present before the commissioner to swear this affidavit, but was linked with the commissioner utilizing video technology and following the process as outlined in "Court of Queen's Bench of Alberta, Notice to the Profession and Public, Remote Commissioning of Affidavits for Use in Civil and Family Proceedings During the COVID-19 Pandemic, a copy of which is attached here as **Exhibit "H"**.

SWORN BEFORE ME at Calgary, Alberta,
this 27th day of January, 2021.

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

)
)
)
)
)
)
)

MICHAELA WOLF

This is Exhibit "A"
Referred to in the Affidavit of
Michaela Wolf
Sworn before me this 27th
Day of January, 2021

COMMISSIONER FOR OATHS IN AND
FOR THE PROVINCE OF ALBERTA

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be the name of the Commissioner for Oaths.

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

Date of Search: 2021/01/26
Time of Search: 07:44 AM
Search provided by: FASKEN MARTINEAU DUMOULIN LLP
Service Request Number: 34748475
Customer Reference Number: 317271.00006

Corporate Access Number: 2016070704
Business Number: 815631031
Legal Entity Name: APTUS MANAGEMENT INC.

Legal Entity Status: Active
Alberta Corporation Type: Named Alberta Corporation
Registration Date: 2011/05/15 YYYY/MM/DD

Registered Office:

Street: #300, 2912 MEMORIAL DRIVE S.E.
City: CALGARY
Province: ALBERTA
Postal Code: T2A6R1

Records Address:

Street: #300, 2912 MEMORIAL DRIVE S.E.
City: CALGARY
Province: ALBERTA
Postal Code: T2A6R1

Email Address: MAIL@BEAUMONTCHURCH.COM

Directors:

Last Name: SEARS
First Name: DANIELLE
Middle Name: JANINE
Street/Box Number: BOX 1319
City: NANTON
Province: ALBERTA
Postal Code: T0L1R0

Last Name: SEARS
First Name: TYRELL



Middle Name: C.
Street/Box Number: BOX 1319
City: NANTON
Province: ALBERTA
Postal Code: T0L1R0

Voting Shareholders:

Last Name: SEARS
First Name: DANIELLE
Middle Name: JANINE
Street: BOX 1319
City: NANTON
Province: ALBERTA
Postal Code: T0L1R0
Percent Of Voting Shares: 49

Last Name: SEARS
First Name: TYRELL
Middle Name: C.
Street: BOX 1319
City: NANTON
Province: ALBERTA
Postal Code: T0L1R0
Percent Of Voting Shares: 51

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: SEE ATTACHED SCHEDULE "A"

Share Transfers Restrictions: NO SHARE(S) SHALL BE TRANSFERRED WITHOUT THE CONSENT OF A MAJORITY OF THE BOARD OF DIRECTORS. NO SHARE(S) SHALL BE SOLD TO THE PUBLIC. THERE SHALL BE NO MORE THAN FIFTEEN (15) SHAREHOLDERS.

Min Number Of Directors: 1

Max Number Of Directors: 9

Business Restricted To: NO RESTRICTIONS



Business Restricted From: NO RESTRICTIONS
Other Provisions: SEE ATTACHED SCHEDULE "B"

Other Information:

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2020	2020/05/02

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2011/05/15	Incorporate Alberta Corporation
2018/09/29	Change Director / Shareholder
2020/02/20	Update BN
2020/05/02	Enter Annual Returns for Alberta and Extra-Provincial Corp.

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2011/05/15
Other Rules or Provisions	ELECTRONIC	2011/05/15

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



This is Exhibit "B"
Referred to in the Affidavit of
Michaela Wolf
Sworn before me this 27th
Day of January, 2021

COMMISSIONER FOR OATHS IN AND
FOR THE PROVINCE OF ALBERTA

Handwritten signature

Letter of Agreement

BMO  **Bank of Montreal**

606 - 4TH AVE. SOUTH,
LETHBRIDGE, AB T1J 0N7

April 02, 2019

APTUS MANAGEMENT INC.
NANTON, ALBERTA T0L 1R0

Attention: Tyrell & Danielle Sears

LETTER OF AGREEMENT


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

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

Borrower(s): APTUS MANAGEMENT INC.
(the "Borrower")

Guarantor(s): DANIELLE SEARS, TYRELL SEARS
(the "Guarantor(s)")

Total Facility Limit: The total approved amount of all facilities shall not exceed \$3,050,000.00 at any time.



Facility # 1

Facility Authorization: \$500,000.00 CAD

Type of Loan: Farm Equipment ReadilineSM

Purpose: To finance the purchase of farm machinery or equipment from Mesabi Ranch.

Maximum Amortization: Initial Advance of \$500,000 amortization to be capped at 3 years until renewal of Land Lease in 2022. Amortization not to exceed remaining economic life of Garmangey Land Lease.

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

Fixed Rate Term Loan

Type of Loan: Closed Term Loan

Interest Rate: To be determined at time of Advance. By way of reference only, the rate in effect as of 04/02/2019 for a 5 year term is 4.70% per annum; and the rate is valid for 14 days, and thereafter subject to change at BMO's sole discretion from time to time.

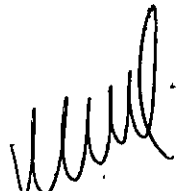
Notwithstanding the foregoing and unless otherwise prohibited by law, if the Loan is not paid in full with interest at the Maturity Date, the Loan shall bear interest at a rate per annum equal to the sum of 3% plus the Prime Rate, determined and accrued daily and compounded monthly, not in advance, on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

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

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

Prepayment Terms: Closed Term Loan Only

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



Maximum Term: 3 years

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

Minimum Advance: \$10,000

Other:

**Demand Loan
Non
Revolving**

Interest Rate: Prime Rate plus 1.0%. Interest is calculated monthly in arrears, and payable on the last day of each month. The Prime Rate in effect as of April 02, 2019 is 3.95%.

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

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

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

Minimum Advance: \$10,000

Other:

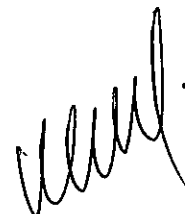
The aggregate of all outstanding Advances under this Facility shall at no time exceed the Facility Authorization for this Facility.

Each Loan under this Facility shall be a separate loan and shall be non-revolving.

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

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

® Registered trademark of Bank of Montreal



Drawdown Condition: BMO shall have received on or before the Advance of each Loan:
a chattel mortgage, hypothec, agricultural pledge or other security agreement on the machinery or equipment to be purchased by the Borrower with the Loan, such security to be registered as a first charge
It is intended first draw is to be by Mesabi Ranch Equipment at 100% financing.

Bill of Sale/Proof of Title Requirement: Receipt within 5 days of each Advance of a bill of sale or proof of title over the machinery or equipment purchased with such Loan.

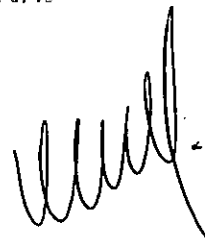
Facility # 2

Facility Authorization: \$50,000.00 CAD
Type of Loan: Corporate MasterCardSM
Purpose: Operating Financing
Interest Rate: As determined by Corporate MasterCard Agreement.
Repayments: As determined by Corporate MasterCard Agreement.
Facility Fee: As determined by Corporate MasterCard Agreement.

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

Facility # 3

Facility Authorization: \$1,500,000.00 CAD
Type of Loan: Operating Demand Loan
Purpose: Operating Financing
Interest Rate: Prime Rate plus 1%. Interest is calculated monthly in arrears, and payable monthly on the last day of each month. The Prime Rate in effect as of April 02, 2019 is 3.95%.
Repayments: Repayable on demand
Facility Fee: \$50.00 per month. This is the fee for the loan and does not include other account fees. Refer to our Better Banking Guide for other applicable fees.
Other Costs: BMO is not obliged to permit the Advances under this Facility to exceed the Facility Authorization.



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

Facility # 4

Facility Authorization: \$1,000,000.00 CAD

Type of Loan: Demand Loan Non-Revolving

Purpose: To inject to operating account with BMO demand loan for cattle purchase

Interest Rate: Prime Rate plus 1%. Interest is calculated monthly in arrears, and payable monthly, on the last day of each month. The Prime Rate in effect as of April 02, 2019 is 3.95%.

Repayments: Equal single principal payments and at maturity interest, to be collected separately, on August 15th, 2019. The amount of the payments will be determined based on the Loan amount, amortization and the interest rate in effect at the time of the Advance, as applicable.

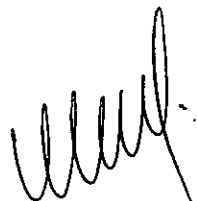
Prepayments of principal in whole or in part are permitted, without penalty.

Maximum Amortization: 5 months

Conditions Precedent to Advances:

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

1. Completion of all loan and account documents and all Security as outlined below.
2. Compliance with all covenants, representations and warranties in all loan documents and Security.
3. Receipt of all information necessary for BMO to comply with all legal and internal requirements in respect of money laundering and proceeds of crime legislation, and "know your customer" requirements.
4. Satisfactory review by BMO of insurance policies issued to the Borrower and each Guarantor, if any, and compliance with any changes required to satisfy BMO's insurance requirements.
5. Confirmation of no material adverse change to the Borrower and the Guarantor and their respective property and assets since the latest financial statements provided to BMO.
6. Confirmation that no default or breach under this Letter of Agreement, any of the loan documents or the Security has occurred.



Covenants:

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

Financial Covenants:

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

Maintain a Current ratio greater than or equal to 1.1:1

$$\text{Current Ratio} = \frac{\text{Current Assets}}{\text{Current Liabilities}}$$

Current ratio to be a minimum of 1.10:1 for year ending December 31, 2019, and 1.25:1 for year ending December 31, 2020 and thereafter.

Definition:

Current Asset excluding due from Related/ Deferred Tax Receivable and any other items deemed intangible to the bank/Current Liabilities excluding Current Portion of Deferred Income Tax Liability; in addition any other items within CLP discretion.

Additional Covenants:

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

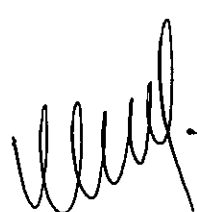
1. Outside financing for CAPEX not to exceed \$350,000 without prior written authorization from BMO®.
2. No third party livestock financing allowed. ✓

Security:

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

1. \$2,500,000.00 Personal guarantee from TYRELL SEARS, DANIELLE SEARS On File
2. Registered first-ranking security under the Bank Act. On File
3. Registered General Security Agreement ("GSA")/Moveable Hypothec ("Hypothec") providing BMO with a security interest/hypothec over all present and after-acquired personal/movable property of the Borrower with a First ranking for Inventory Agriculture - Crop/Feeds, Machinery and Equipment, Inventory - Agriculture Livestock On File

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



Reporting Requirements:

<p>Annual</p>	<p>Following reporting to be provided within 120 days of fiscal year-end:</p> <ul style="list-style-type: none">• Year-end Review Engagement financial statements of the borrower, prepared by a professional accountant (CA, CGA or CMA)• Personal net worth statements of guarantor(s) are to be provided with borrower financial statements annually. Supporting statements to verify personal asset value to be included.• Aged certified lists of Accounts receivable, Accounts payable and Inventory to be provided annually at annual review• Post seeding report detailing acreage, crop planted, anticipated yield and price. To be provided no later than Jun 1 annually• Post harvest report of field crop yields, quality and anticipated /contract price. To be provided no later than Nov 1 annually• At annual review, report of owned cattle fed, sale weights, price and profit generated
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A \$50 per month fee will be applied for non compliance with reporting requirements. The application of this fee does not waive the default condition.

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

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

Representations and Warranties:

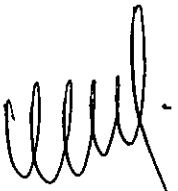
The Borrower and each Guarantor, as applicable, makes the representations and warranties set out in Schedule B. All representations and warranties of the Borrower and any Guarantor, in addition to any representation or warranty provided in any document executed in connection with a Facility or any Security,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

Noteless Advances:

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

Fees:

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



A one-time fee ("Fee") of \$750.00 is payable by the Borrower to BMO upon acceptance of this Letter of Agreement. This fee is deemed to be earned by BMO upon acceptance of this Letter of Agreement, to compensate for time, effort and expense incurred by BMO in authorizing these Facilities.

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

Banking Services:

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

Treasury & Payment Solutions:

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

Commercial Loan Insurance Plan:

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

Counterparts; Electronic Transmissions:

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

Governing Law:

Alberta and the federal laws of Canada applicable therein.

Schedules:

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

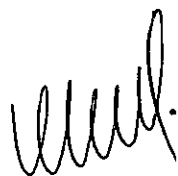
Schedule A – Covenants

Schedule B – Representations and Warranties

Schedule C – Conditions Precedent to Advances


]

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



Please indicate your acceptance of the terms and conditions hereof by signing and returning one copy of this Letter of Agreement (and making payment of the above noted fee, if applicable) to BMO no later than April 03 2019. If your acceptance of this Letter of Agreement is not received by BMO by that date, BMO shall not be required to proceed with any of the Facilities.

Yours truly,
BANK OF MONTREAL

By: 
Name: JAVIER VELARDE
Title: Relationship Manager

Accepted and agreed to this 4 day of April, 2019

BORROWER(S)

APTUS MANAGEMENT INC.

Signature: 

Name: Tyrell Sears

Title: CEO/President

GUARANTOR(S)

DANIELLE SEARS

Signature: 

Name: Danielle Sears

Title: Secretary

Witness:  Signature: _____

Name: Carlie Kroening Name: _____

TYRELL SEARS

Signature: 

Name: Tyrell Sears

Title: CEO/President



Witness: Savior Velarde Signature: [Signature]

Name: _____ Name: _____

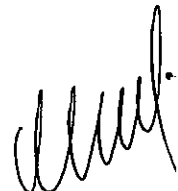
[Handwritten signature]

SCHEDULE A

COVENANTS

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

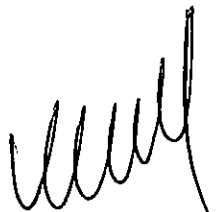
If, for the purposes of obtaining judgment in any court in any jurisdiction with respect to this Letter of Agreement, it becomes necessary to convert into a particular currency (the "Judgment Currency") any amount due under this Letter of Agreement in any currency other than the Judgment Currency (the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



SCHEDULE B

REPRESENTATIONS AND WARRANTIES

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



SCHEDULE C

CONDITIONS PRECEDENT TO ADVANCES

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



ROUTING SLIP - ABS

To: Community Funder / Analyst (Name): Vera Barata

Date: January 24/2019

- Transit # 6652 - Calgary Funders
- Transit # 0010 - Calgary Analysts

- Transit # 6173 - Edmonton Funders
- Other Transit # 4663

From:	Suzanne Erdmann	Transit #: 0525
Client Name:	Aptus Management Inc.	
RM Name:	Javier Velarde	Fin. Request # 200130045
RMC #:	16977	Transactions: 300530592 300593639
CA Name:	Jameson Yiu	

New Draw Proposed Funding Date*: Funding Date Flexible

* Complete funding package to be received by Funder minimum 2 working days before the Funding Date

<input type="checkbox"/> LOA is on file	<input type="checkbox"/> Confirmed that all Conditions Precedents (CP) have been met
<input type="checkbox"/> Confirmed that the enclosed docs are properly completed	<input type="checkbox"/> All supporting docs for CP are uploaded in BConnect
<input type="checkbox"/> Docs arranged in same sequence as in Docs tab	<input type="checkbox"/> Pricing authorization uploaded in BConnect
<input type="checkbox"/> Is the draw package COMPLETE? If not, list the missing docs below	<input type="checkbox"/> Application fee details added on App Details tab
<input type="checkbox"/> BConnect Transaction is in "Booking" Status	<input type="checkbox"/> Loan Disbursements updated on Funds tab
<input type="checkbox"/> AML/KYC Checklist validated / BAQ Attested	<input type="checkbox"/> Product level fee updated on Funds tab
<input type="checkbox"/> Loan Details tab: Payment Method & SONO effective date updated	<input type="checkbox"/> Current Account Authority docs uploaded are current

Generally each Business Connect document enclosed should have a scan sheet attached.

Name of the person confirming the above: _____ Position: _____ Signature: _____

Other Items

<input type="checkbox"/> Annual Review	<input type="checkbox"/> Section 427 Registration
<input type="checkbox"/> Docs for COMPLETED draw	<input type="checkbox"/> Exception Log items
<input type="checkbox"/> Product Renewal/ Extension	<input type="checkbox"/> Other (include brief explanation below)

NOTES/ COMMENTS:

LF278 and Form 932 only to take registration over equipment on Schedule A.

Please register 278.

For Routing to PBPCO (TR #4663)

Date: June 05/19

PSO Name: (OPTIONAL - Leave blank if name of PSO is not known. Do not search for the name)

Purpose

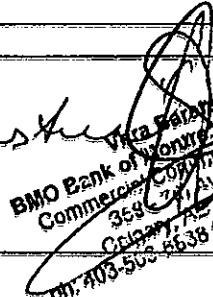
<input checked="" type="checkbox"/> Security for Filing	<input checked="" type="checkbox"/> Update to BConnect Required
<input type="checkbox"/> Other	

Note: Notwithstanding the information indicated above and provided in the comment sections, PBPCO is accountable to ensure that appropriate due diligence is taken when handling documentation. This includes, but is not limited to, the cross referencing of the Compliance Work List, Exception Log and updating Business Connect as required.

NOTES/ COMMENTS:

Attached

- 1) LF984
- 2) 2x LF278 already registered
- 3) Form 932


 Vera Barata
 BMO Bank of Montreal
 Commercial Copying/Funder
 359 7th Ave SW
 Calgary, AB T2P 3N9
 PH: 403-503-5538 FX: 403-234-3508
 Ver (09/18)

This is Exhibit "C"
Referred to in the Affidavit of
Michaela Wolf
Sworn before me this 27th
Day of January, 2021

COMMISSIONER FOR OATHS IN AND
FOR THE PROVINCE OF ALBERTA

A handwritten signature in black ink, appearing to be 'M. Wolf', is located in the bottom right corner of the page.

SECURITY AGREEMENT

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

1. The Debtor hereby represents and warrants to the Bank that it has assets at the following locations in Alberta:
SE 31-16-29 W4

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

2. The Debtor hereby

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

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

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

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

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

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

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

5. The Debtor

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

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

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

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

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

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

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

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

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

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

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

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

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

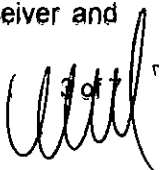
(g) the Debtor shall, without the prior written consent of the Bank, pay any dividend or bonus to shareholders or otherwise distribute or reduce its capital, or make capital expenditures in excess of \$ _____ in any year, or make any capital expenditure or payment while in default of the Obligations,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

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

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

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

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



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

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

- (a) exercise any power or right granted to the Bank hereunder;
- (b) enter upon any premises under the control of the Debtor and take possession of the Collateral by any method not prohibited by law;
- (c) borrow money by charge against the Collateral for the preservation, processing, maintenance or preparation for sale of the Collateral, or for any other purpose;
- (d) realize on and dispose of the Collateral by any method not prohibited by law, and on any terms, whether to the highest bidder or not and whether in the ordinary course of the Debtor's business or not;
- (e) execute deeds, enter contracts and otherwise act as the attorney of the Debtor in dealing with the Collateral;
- (f) institute, defend, compromise, settle or continue any proceedings relating to the Collateral;
- (g) generally, to do any act necessary or convenient to the realization of the Collateral that the Debtor itself could have done.

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

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

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

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

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

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

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

A handwritten signature in black ink, appearing to be 'W. J. ...', is located in the bottom right corner of the page. The signature is written in a cursive style and is positioned over the right side of the page, partially overlapping the footer area.

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

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

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

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


IN WITNESS WHEREOF this Security Agreement has been executed by the Debtor on the 17 day of December, 2018.

Insert date of execution

If signed by corporation or other entity (e.g. partnership):

Aptus Management Inc.


By:
Name:
Title:



Doreen Sears

President

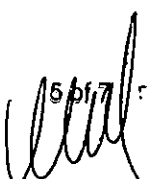
By:
Name:
Title:



Danielle Sears

By:
Name:
Title:

© Registered trade-marks of Bank of Montreal


5 p 17

CORPORATE AUTHORIZING RESOLUTION

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

NOW THEREFORE BE IT RESOLVED THAT:

1. the Company do enter into, execute and deliver to the Bank of Montreal a security agreement substantially in the form of the draft security agreement presented to the directors, subject to such alterations, amendments or additions to which the President or a Vice-President of the Company may agree;

2. the Company do mortgage, charge, assign and otherwise transfer and encumber and grant security interests in all its present and future goods, inventory, intangibles, undertaking and other property and assets as security for its present and future obligations to the Bank of Montreal, all as provided in the said draft security agreement;

3. the execution by the President or a Vice-President of the Company of the said security agreement shall be conclusive proof of his or her agreement to any amendments, alterations or additions incorporated therein;

4. the President and the Vice-President of the Company be and they are each alone hereby authorized to execute and deliver the security agreement aforesaid on behalf of the Company and each of the officers of the Company are hereby authorized to execute all such other documents and writings and to do such other acts and things as may be necessary for fulfilling the Company's obligations under the said security agreement."

A handwritten signature in black ink, appearing to be a stylized name, located in the bottom right corner of the page.

CERTIFICATE

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

I am the Secretary of _____ and I hereby certify that:

Insert the appropriate date

1. the foregoing is a true copy of a resolution duly and properly passed or consented to by the board of directors of the said Company on the 17 day of December, 20____.

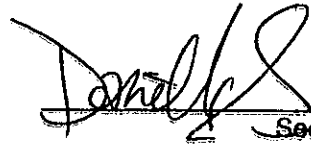
2. the attached Security Agreement is in the form of the draft security agreement referred to in the resolution and has been duly and properly executed by the proper officers of the Company under its corporate seal; and

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

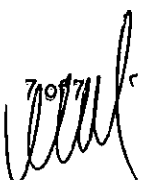
Use applicable clause

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

To be signed by Secretary or
other authorized officer

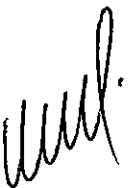


Secretary


70177

This is Exhibit "D"
Referred to in the Affidavit of
Michaela Wolf
Sworn before me this 27th
Day of January, 2021

COMMISSIONER FOR OATHS IN AND
FOR THE PROVINCE OF ALBERTA

A handwritten signature in black ink, appearing to be 'M. Wolf', is located in the bottom right corner of the page.

Search ID #: Z13459552

Transmitting Party

FASKEN MARTINEAU DUMOULIN LLP

3400, 350 7 Avenue SW
Calgary, AB T2P 3N9

Party Code: 60008049
Phone #: 403 261 5359
Reference #: 317271.00006

Search ID #: Z13459552

Date of Search: 2021-Jan-26

Time of Search: 07:45:34

Business Debtor Search For:

APTUS MANAGEMENT INC.

Exact Result(s) Only Found

NOTE:

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



Search ID #: Z13459552

Business Debtor Search For:

APTUS MANAGEMENT INC.

Search ID #: Z13459552

Date of Search: 2021-Jan-26

Time of Search: 07:45:34

Registration Number: 18121910077

Registration Date: 2018-Dec-19

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2023-Dec-19 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status

1 APTUS MANAGEMENT INC.
PO BOX 820
NANTON, AB T0L 1R0

Current

Secured Party / Parties

Block

Status

1 BANK OF MONTREAL/BANQUE DE MONTREAL
250 YONGE STREET
TORONTO, ON M5B 2L7

Current

Collateral: General

Block

Description

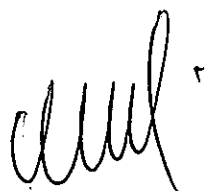
Status

1 LF377 All present and after acquired personal property.

Current

2 Location of Chattels: SE 31-16-29 W4th

Current



Search ID #: Z13459552

Business Debtor Search For:

APTUS MANAGEMENT INC.

Search ID #: Z13459552

Date of Search: 2021-Jan-26

Time of Search: 07:45:34

Registration Number: 19012101970

Registration Type: SECURITY AGREEMENT

Registration Date: 2019-Jan-21

Registration Status: Current

Expiry Date: 2024-Jan-21 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

1 APTUS MANAGEMENT INC.
BOX 820
NANTON, AB T0L1R0

Status
Current

Block

2 SEARS, TYRELL, CLARK
BOX 820
NANTON, AB T0L1R0

Status
Current

Birth Date:
1985-Jan-01

Secured Party / Parties

Block

1 KUBOTA CANADA LTD
5900 14TH AVE
MARKHAM, ON L3S4K4

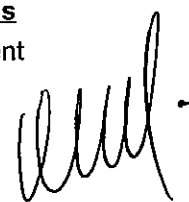
Status
Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	44321	2019	KUBOTA !SVL95-2SHFC	MV - Motor Vehicle	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	2019 KUBOTA SVL95-2SHFC 44321	Current



Search ID #: Z13459552

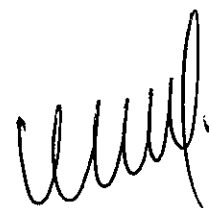
Particulars

Block **Additional Information**

Status

1 PRINCIPAL AMOUNT \$94,857.00

Current

A handwritten signature in black ink, consisting of several loops and a long tail, located in the bottom right corner of the page.

Search ID #: Z13459552

Business Debtor Search For:

APTUS MANAGEMENT INC.

Search ID #: Z13459552

Date of Search: 2021-Jan-26

Time of Search: 07:45:34

Registration Number: 19020724335

Registration Date: 2019-Feb-07

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2024-Feb-07 23:59:59

Exact Match on: Debtor No: 1

Amendments to Registration

19060350776	Amendment	2019-Jun-03
19120617630	Amendment	2019-Dec-06
20011415339	Amendment	2020-Jan-14
20021227911	Amendment	2020-Feb-12
20021822845	Amendment	2020-Feb-18
20080709148	Amendment	2020-Aug-07
21011109185	Amendment	2021-Jan-11

Debtor(s)

Block

1 APTUS MANAGEMENT INC.
PO BOX 1319
NANTON, AB T0L 1R0

Status

Current

Secured Party / Parties

Block

1 BANK OF MONTREAL/BANQUE DE MONTREAL
9TH FLOOR - 250 YONGE STREET
TORONTO, ON M5B 2L7

Status

Deleted by
19120617630

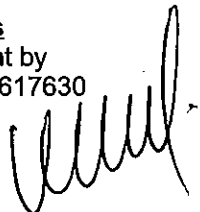
Block

2 BANK OF MONTREAL/BANQUE DE MONTREAL
9TH FLOOR - 250 YONGE STREET
TORONTO, ON M5B 2L7

Email: CLST.RegistryConfirmations@bmo.com

Status

Current by
19120617630



Search ID #: Z13459552

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	1NKDLB0X5XR954877	1999	KENWORTH MANURE TRUCK	MV - Motor Vehicle	Deleted By 20021227911
2	1GDT7H4JXNJ522805	1992	GMC TOP KICK TRUCK	MV - Motor Vehicle	Current
3	1FV6HLAA9YHF29494	2000	FREIGHTLINER SERVICE TRUC	MV - Motor Vehicle	Deleted By 20021227911
4	2NPLHZ8X96M890207	2006	PETERBILT FEED TRUCK	MV - Motor Vehicle	Deleted By 20021227911
5	1GTGK24R9VE542656	1997	GMC brown single cab	MV - Motor Vehicle	Deleted By 20021227911
6	SPTGD2724A1012937	2010	SNAKE RIVER TRAILER	TR - Trailer	Current
7	1GT423C87BF201022	2011	GMC 1 TON	MV - Motor Vehicle	Deleted By 20021227911
8	1J4FY19S8WP741570	1998	JEEP	MV - Motor Vehicle	Deleted By 20021227911
9	2C9B3S3D9TS133131	1998	CASTLETON TRAILER	TR - Trailer	Current
10	1XKWD40X97J930961	2007	KENWORTH PURPLE TRUCK	MV - Motor Vehicle	Current
11	3GTU2LEH1GG320218	2016	CHEV SILVERADO tykro sal	MV - Motor Vehicle	Deleted By 20080709148
12	1DW624KHLB0636143	2011	JOHN DEERE 624K WHEEL LOA	MV - Motor Vehicle	Deleted By 20021227911
13	P06403X002575	2007	JOHN DEERE 6403 UTILITY T	MV - Motor Vehicle	Current
14	1RW9620RCFP016529	2015	JOHN DEERE 9620R TRACTOR	MV - Motor Vehicle	Current
15	1N04038RTG0174412	2017	R4038	MV - Motor Vehicle	Current
16	1RW8370RAHD116042	2017	8370R	MV - Motor Vehicle	Current
17	1FDYF70J0NVA24548	1992	FORD	MV - Motor Vehicle	Current
18	1GCGK29F6TE266240	1996	CHEV	MV - Motor Vehicle	Current
19	1GCGK29F6WE183735	1998	CHEV	MV - Motor Vehicle	Current
20	JT4VN13G7P5106058	1993	TOYO	MV - Motor Vehicle	Current
21	1GTGK29U93Z161814	2003	GMC SIERRA	MV - Motor Vehicle	Current
22	1FDKF38M9LKA59102	1990	FORD	MV - Motor Vehicle	Current

Search ID #: Z13459552

23	1GTFK24F1TE512098	1996	GMC	MV - Motor Vehicle	Current
24	5PTGF3925C1016480	2010	SNAKE RIVER	TR - Trailer	Current By 19060350776
25	77E7	2017	PORTABLE TRUCK SCALE	MV - Motor Vehicle	Current By 19060350776
26	20224002	2015	ORKEL COMPACTOR	MV - Motor Vehicle	Current By 19060350776
27	1601TP830FS	2016	INTERSEEDER	MV - Motor Vehicle	Current By 19060350776
28	JJGN58WTEBC545127	2010	CASE BACKHOE	MV - Motor Vehicle	Current By 19060350776
29	1XKWD40X97J930961	2007	KENWORTH PURPLE TRUCK	MV - Motor Vehicle	Current By 19120617630
30	1T0332DKCCD222878	2012	JOHN DEERE 332D	MV - Motor Vehicle	Current By 19120617630
31	A01760R700203	2016	JOHN DEERE 1760 CORN PLAN	MV - Motor Vehicle	Current By 19120617630
32	5PTGF3925C1016480	2013	SNAKE RIVER T/A 25 FT TR	TR - Trailer	Current By 20011415339
33	1FDYF70J0NVA24548	1992	FORD F700 BOOM TRUCK	MV - Motor Vehicle	Current By 20011415339
34	20224002	2015	ORKEL MP 2000-F10 BALER	MV - Motor Vehicle	Current By 20011415339
35	P06403X002575	2007	JOHN DEERE 6403 MFWD TRAC	MV - Motor Vehicle	Current By 20011415339
36	N00510X005265	1999	JOHN DEERE DD510 15FT	MV - Motor Vehicle	Current By 20011415339
37	JJGN58WTEBC545127	2011	CASE 580 SUPER N LOADER	MV - Motor Vehicle	Current By 20011415339
38	NVSN	2015	PDG 25 KVA 14.4 KW GEN	MV - Motor Vehicle	Current By 20011415339
39	07022078LPWS3A408	2009	LISTER PETER 14.5 KVA	MV - Motor Vehicle	Current By 20011415339
40	JT4VN13G7P5106058	1993	TOYOTA SR5 PICKUP	MV - Motor Vehicle	Current By 20011415339
41	1GTGK24F1TE512098	1996	GMC 2500 SL PICKUP	MV - Motor Vehicle	Current By 20011415339
42	1FDKF38M9LKA59102	1990	FORD F350 PICKUP	MV - Motor Vehicle	Current By 20011415339



Search ID #: Z13459552

43	1GDT7H4JXNJ522805	1992	GMC TOP KICK GRAIN TRUCK	MV - Motor Vehicle	Current By 20011415339
44	4FVCASSASCU431455	2012	INGERSOLL-RAND HP220 AIR	MV - Motor Vehicle	Current By 20011415339
45	1GTGK29U93Z161814	2003	GMC 2500 PICKUP	MV - Motor Vehicle	Current By 20011415339
46	1GCGK29F6TE266240	1996	CHEVROLET 1500 PICKUP	MV - Motor Vehicle	Current By 20011415339
47	1GCGK29F6WE183735	1998	CHEVROLET 1500 PICKUP	MV - Motor Vehicle	Current By 20011415339
48	44321	2019	KUBOTA SVL95-2SHFC	MV - Motor Vehicle	Current By 20021822845
49	10584	2019	KUBOTA #M7-151S-PS	MV - Motor Vehicle	Current By 20021822845
50	A0965	2019	KUBOTA *LM2605	MV - Motor Vehicle	Current By 20021822845
51	1RW9620REHP802289	2017	JOHN DEERE 9620XRW	MV - Motor Vehicle	Current By 20021822845
52	1GTR9AEH9KZ251924	2019	GMC New Sierra 1500	MV - Motor Vehicle	Current By 20021822845
53	1XF2530LLKK196705	2019	JOHN DEERE	MV - Motor Vehicle	Current By 21011109185

Collateral: General

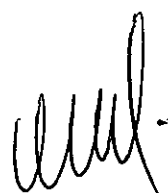
<u>Block</u>	<u>Description</u>	<u>Status</u>
1	LF278 Any after-acquired property in replacement or	Current
2	substitution of such equipment, and all proceeds thereof and	Current
3	accessions thereto.	Current
4	Location of Chattels - SE 31-16-29-W4	Current
5	JD 332D skid steer Serial Number 1T0332DKCCD222878	Current
6	INTERSEEDER DRILL Serial Number 1601TP830FS	Current
7	JD 1760 CORN PLANTER S/N A01760R700203	Current By 19060350776
8	2017 RICE LAKE EZ8511-ST-100-ATV 8 CELL TRUCK SCALE	Current By 20011415339
9	PDG 30 KVA GEN SET (10-249 KW/12.5-310 KVA) S/N: NVSN	Current By 20011415339

Search ID #: Z13459552

10	PATRIOT 6 DISC PIVOT TRACK FILLER IRRIGATION EQUIPMENT - OTHER S/N: 25189	Current By 20011415339
11	VERVILLE VP400 COMPRESSION BAGGER AGRICULTURAL EQUIPMENT - OTHER S/N: NVSN	Current By 20011415339
12	JOHN DEERE 2530LXF NT SIDEFOLD LIQ. APPLICATOR	Current By 20021822845

Particulars

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
1	THE COMPLETE DESCRIPTION OF THE SERIAL COLLATERALS ARE - 2000 FREIGHTLINER SERVICE TRUCK S/N 1FV6HLAA9YHF29494 2016 CHEV SILVERADO tykro sales S/N 3GTU2LEH1GG320218 2011 JOHN DEERE 624K WHEEL LOADER S/N 1DW624KHLB0636143 2007 JOHN DEERE 6403 UTILITY TRACTOR S/N P06403X002575	Current



Search ID #: Z13459552

Business Debtor Search For:

APTUS MANAGEMENT INC.

Search ID #: Z13459552

Date of Search: 2021-Jan-26

Time of Search: 07:45:34

Registration Number: 19040925761

Registration Type: SECURITY AGREEMENT

Registration Date: 2019-Apr-09

Registration Status: Current

Expiry Date: 2025-Apr-09 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status
Current

1 APTUS MANAGEMENT INC.
295006 TWP RD 165
NANTON, AB T0L 1R0

Block

Status
Current

2 SEARS, TYRELL
295006
NANTON, AB T0L 1R0

Block

Status
Current

3 SEARS, TYRELL, CLARK
295006
NANTON, AB T0L 1R0

Block

Status
Current

4 SEARS, TYRELL
295006 TWP RD 165
NANTON, AB T0L 1R0

Block

Status
Current

5 SEARS, TYRELL, CLARK
295006 TWP RD 165
NANTON, AB T0L 1R0

Search ID #: Z13459552

Secured Party / Parties

Block

1 JOHN DEERE FINANCIAL INC.
3430 SUPERIOR COURT
OAKVILLE, ON L6L 0C4

Status

Current

Collateral: General

Block

Description

1 ONE JOHN DEERE 2530LXF NT SIDEFOLD LIQ. APPLICATOR TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL

Status

Current

Search ID #: Z13459552

Business Debtor Search For:

APTUS MANAGEMENT INC.

Search ID #: Z13459552

Date of Search: 2021-Jan-26

Time of Search: 07:45:34

Registration Number: 19081313727

Registration Date: 2019-Aug-13

Registration Type: SECURITY AGREEMENT

Registration Status: Current

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

Exact Match on: Debtor No: 1

Debtor(s)

Block

1 APTUS MANAGEMENT INC.
SE 31 16 29 W4 RANGE
NANTON, AB T0L 1R0

Status
Current

Block

2 SEARS, TYRELL, CLARK
SE 31 16 29 W4 RANGE
NANTON, AB T0L 1R0

Status
Current

Birth Date:
1985-Jan-01

Secured Party / Parties

Block

1 ROYAL BANK OF CANADA
10 YORK MILLS ROAD 3RD FLOOR
TORONTO, ON M2P 0A2

Status
Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	1GTR9AEH9KZ251924	2019	GMC New Sierra 1500	MV - Motor Vehicle	Current

Search ID #: Z13459552

Business Debtor Search For:

APTUS MANAGEMENT INC.

Search ID #: Z13459552

Date of Search: 2021-Jan-26

Time of Search: 07:45:34

Registration Number: 20052633557

Registration Type: WRIT OF ENFORCEMENT

Registration Date: 2020-May-26

Registration Status: Current

Expiry Date: 2022-May-26 23:59:59

Issued in Calgary Judicial Centre

Court File Number is 2001-06602

Judgment Date is 2020-May-12

This Writ was issued on 2020-May-21

Type of Judgment is Other

Original Judgment Amount: \$47,898.72

Costs Are: \$215.00

Post Judgment Interest: \$0.00

Current Amount Owing: \$48,113.72

Exact Match on: Debtor No: 1

Solicitor / Agent

T & S COLLECTIONS LTD
105, 412 53RD AVENUE SE
CALGARY, AB T2H 0N4

Phone #: 403 202 7336 Fax #: 403 201 7236

Email: tscollections@shaw.ca

Debtor(s)

Block

Status
Current

1 APTUS MANAGEMENT INC
P O BOX 1319
NANTON, AB T0L 1R0

Creditor(s)

Block

Status
Current

1 R A WEST INTERNATIONAL INC
105, 412-53RD AVENUE SE
CALGARY, AB T2H 0N4



Search ID #: Z13459552

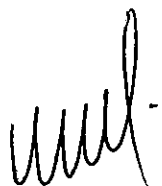
Email: tscollection@shaw.ca

Result Complete

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is cursive and appears to be the name 'Wendell'.

This is Exhibit "E"
Referred to in the Affidavit of
Michaela Wolf
Sworn before me this 27th
Day of January, 2021

COMMISSIONER FOR OATHS IN AND
FOR THE PROVINCE OF ALBERTA

A handwritten signature in black ink, appearing to be 'M. Wolf', located in the bottom right corner of the page.

FASKEN

Fasken Martineau DuMoulin LLP
Barristers and Solicitors
Patent and Trade-mark Agents

350 7th Avenue SW, Suite 3400
Calgary, Alberta T2P 3N9
Canada

T +1 403 261 5350
+1 877 336 5350
F +1 403 261 5351
fasken.com

November 23, 2020
File No.: 317271.00006/20066

Rachel Kardal
Direct +1 587 233 4104
rkardal@fasken.com

By Registered Mail

Kubota Canada Ltd.
5900 14th Ave
Markham, ON L3S 4K4

To Whom it May Concern:

Re: Kubota Registrations

We act for the Bank of Montreal (the “**Bank**”) who, further to credit facilities granted by the Bank to Aptus Management Inc.(“**Aptus**”), Tyrell Sears and Danielle Sears (collectively, the “**Borrowers**”), the Bank is a secured creditor of Aptus, as well as a judgment creditor of Mr. and Mrs. Sears.

We understand that Kubota has made registrations against three motor vehicles:

- a) A 2019 Kubota SVL95-2SHFC, SN 44321;
- b) A 2019 Kubota #M7-151S-PS, SN 10584; and
- c) A 2019 Kubota *LM2605, SN A0965

(collectively, the “**Motor Vehicles**”).

In accordance with section 18(1)(b) of the *Personal Property Security Act*, RSA 2000, c P-7 (the “**PPSA**”), we request that Kubota provide our office with a statement of indebtedness that it is owed with respect to the Motor Vehicles.

In addition we request that Kubota advise our office if they intend to, or are in the process of, seizing and selling the Motor Vehicles and that Kubota forward any excess funds to our firm, in trust for BMO, as secured creditor of Aptus.

Further, we also ask that you:

1. advise our office if one or more of the Borrowers holds additional accounts with Kubota with respect to other equipment (the “**Further Collateral**”) and whether those accounts remain in good standing;



FASKEN

2. kindly advise our office if Kubota intends to, or is in the process of, seizing and selling any Further Collateral and/or the Motor Vehicles; and
3. provide our office with any excess funds realized if, after disposition, Kubota has been paid out in full with respect to such Further Collateral and/or the Motor Vehicles.

We thank you for your time. If you have any questions or concerns, please do not hesitate to contact me directly.

Yours truly,

FASKEN MARTINEAU DuMOULIN LLP



Rachel Kardal

RK/eb



Sabina Mancilla

From: Mihai Tomos
Sent: January-25-21 5:24 PM
To: Mihai Tomos
Subject: FW: [EXT] Aptus Management Inc./Tyrell Sears kcl# 665318 & 664693 your file# 317271.00006/20066

Mihai Tomos

ASSOCIATE

T. +1 403 261 7386 | F. +1 403 261 5351

From: Novalski, Sharon <sharon.novalski@kubota.com>
Sent: December-10-20 8:50 AM
To: Rachel Kardal <rkardal@fasken.com>
Subject: [EXT] Aptus Management Inc./Tyrell Sears kcl# 665318 & 664693 your file# 317271.00006/20066

Hi Rachel:

I am just following up with an email; I just left you a voicemail.

We repossessed and sold our equipment with regard to the above-mentioned Kubota contracts on or about August 19, 2020.

We have a total deficiency balance owing after the sale of \$17,825.48.

Please let me know if you need anything further.

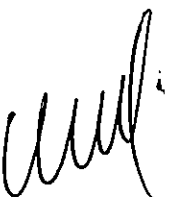
Thank you.

Sharon Novalski
Kubota Canada Ltd.
Legal Credit & Recovery Specialist

Telephone:
905 294-6535 ext 2262
800 268-9836 ext 2262

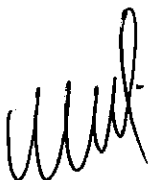
Fax:
800 878-8279

Please note new email address sharon.novalski@kubota.com.



This is Exhibit "F"
Referred to in the Affidavit of
Michaela Wolf
Sworn before me this 27th
Day of January, 2021

COMMISSIONER FOR OATHS IN AND
FOR THE PROVINCE OF ALBERTA

A handwritten signature in black ink, appearing to be the name 'Michaela Wolf', located in the bottom right corner of the page.



NOTICE OF SALE OR OTHER DISPOSITION

REGISTERED MAIL

TO: The persons listed on Schedule "A" hereto.

RE: Account Number : 1000386592001

TAKE NOTICE that default has been made under the terms of the Security Agreement* dated on or about April 1, 2019 between APTUS MANAGEMENT INC. (the debtor) SEARS TYRELL CLARK and our dealer, WESTERN TRACTOR COMPANY INC., LETHBRIDGE, AB which Security Agreement has been duly assigned to John Deere Financial Inc., in respect of which a financing statement was registered under the Personal Property Security Act.

The collateral covered under the Security Agreement is:

<u>Model Year</u>	<u>Model</u>	<u>Description</u>	<u>Serial Number</u>
2017	9620XRW	9620RX 4 TRACK TRACTOR	1RW9620REHP802289

C/W

AND TAKE FURTHER NOTE that John Deere Financial intends to dispose of the Collateral unless redeemed.

1. The amount required to satisfy the obligations secured by the Security Agreement as of October 26, 2020 is the sum of \$ 512,714.5 comprising of principal, interest, and all applicable taxes, together with additional interest on the principal amount at the rate of 24% per annum, compounded monthly, calculated from the date hereof to the date of actual payment.
2. The amount actually in arrears, exclusive of the operation of an acceleration clause in the Security Agreement, is \$ 97,750.61 plus interest at 24% per annum from time to time, from the date hereof until payment in full plus applicable taxes.
3. The amount of expenses incurred by John Deere Financial, including the cost of insurance and payment of taxes and other charges incurred in taking, holding, repairing, processing, preparing for disposition and disposing of the Collateral and any other reasonable expenses to be incurred by John Deere Financial and provided for in the Security Agreement is estimated to be \$ 51,271.45 .
4. Upon payment of the amounts indicated in paragraphs (1) and (3), by certified cheque or money order payable to John Deere Financial, any person entitled to receive this notice may redeem the Collateral, and upon receipt of payment the payer will be credited with any rebates or allowances to which the Debtor is entitled by law or under the Security Agreement.
5. On payment of the sums in arrears, as outlined in paragraph (2), exclusive of the operation of any acceleration clause in the Security Agreement or on the curing of any other default, as the case may be, together with payment of the amount indicated in paragraph (3) above, the Debtor may reinstate the Security Agreement.
6. Unless payment of the amounts set out above is made to John Deere Financial within 21 days of the date of the mailing of this notice, the Collateral will be disposed of without further notice by private disposition, and the Debtor may be liable for any deficiency resulting from such sale or other disposition of the Collateral.



**JOHN DEERE
FINANCIAL**

John Deere Financial Inc.
3430 Superior Court
Oakville ON L6L 0C4

* A security agreement could be as follows: Retail Installment Contract, Lease Purchase, Operating lease, Finance lease to a \$1.00 or other amount, Commercial Lease with or without a purchase option or a DRV Lease.

DATED at Oakville, Ontario November 4, 2020

John Deere Financial

JENNIFER SPELIC
Recovery Specialist
Phone: (888) 297-6723
Fax: (905)-319-1809

cc: **TEL COL, TM, DEALER, ERS**

NOTE TO DEALER: You may be legally required to be accountable to the purchaser for proceeds realized from the sale of the above repossession, less expenses to recondition, to sell, etc. It is recommended you establish a permanent and accurate record of these transactions.



**JOHN DEERE
FINANCIAL**

John Deere Financial Inc.
3430 Superior Court
Oakville ON L6L 0C4

SCHEDULE "A"

APTUS MANAGEMENT INC.
PO BOX 1319 TWP RD
NANTON, AB T0L 1R0

SEARS TYRELL CLARK
PO BOX 1319
NANTON, AB T0L 1R0

BANK OF MONTREAL/BANQUE DE MONTREAL
9TH FLOOR - 250 YONGE STREET
TORONTO, ON M5B 2L7

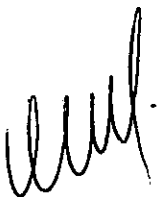
T & S COLLECTIONS LTD
105, 412 53RD AVENUE SE
CALGARY, AB T2H 0N4

WESTERN TRACTOR COMPANY INC.
#48 BROXBURN BLVD
BROXBURN BUSINESS PARK
LETHBRIDGE, AB T1J 4P4

JOHN DEERE FINANCIAL INC.
3430 SUPERIOR COURT
OAKVILLE, ON L6L 0C4

This is Exhibit "G"
Referred to in the Affidavit of
Michaela Wolf
Sworn before me this 27th
Day of January, 2021

COMMISSIONER FOR OATHS IN AND
FOR THE PROVINCE OF ALBERTA

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is cursive and appears to be the name of the Commissioner for Oaths.

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

Date of Search: 2021/01/26
Time of Search: 07:44 AM
Search provided by: FASKEN MARTINEAU DUMOULIN LLP
Service Request Number: 34748479
Customer Reference Number: 317271.00006

Corporate Access Number: 209813518
Business Number: 132961848
Legal Entity Name: MESABI RANCHES INC.

Name History:

Previous Legal Entity Name	Date of Name Change (YYYY/MM/DD)
MESABI RANCHES LTD.	2002/06/11

Legal Entity Status: Active
Alberta Corporation Type: Named Alberta Corporation
Method of Registration: Amalgamation
Registration Date: 2002/04/01 YYYY/MM/DD

Registered Office:

Street: 300, 2912 MEMORIAL DRIVE S.E.
City: CALGARY
Province: ALBERTA
Postal Code: T2A6R1

Records Address:

Street: 300, 2912 MEMORIAL DRIVE S.E.
City: CALGARY
Province: ALBERTA
Postal Code: T2A6R1

Email Address: MAIL@BEAUMONTCHURCH.COM

Directors:

Last Name: SEARS
First Name: JOANN
Middle Name: L.
Street/Box Number: BOX 400



City: NANTON
Province: ALBERTA
Postal Code: T0L1R0

Last Name: SEARS
First Name: MICHAEL
Middle Name: J.
Street/Box Number: BOX 400
City: NANTON
Province: ALBERTA
Postal Code: T0L1R0

Voting Shareholders:

Last Name: SEARS
First Name: JOANN
Middle Name: L.
Street: BOX 400
City: NANTON
Province: ALBERTA
Postal Code: T0L1R0
Percent Of Voting Shares: 49

Last Name: SEARS
First Name: MICHAEL
Middle Name: J.
Street: BOX 400
City: NANTON
Province: ALBERTA
Postal Code: T0L1R0
Percent Of Voting Shares: 51

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: THE ATTACHED SCHEDULE "A" IS INCORPORATED INTO AND FORMS A PART OF THIS FORM 9.
Share Transfers: NO SHARE(S) SHALL BE TRANSFERRED WITHOUT THE APPROVAL OF A MAJORITY OF THE BOARD OF DIRECTORS. NO SHARE(S) SHALL BE SOLD TO THE PUBLIC.
Restrictions: THERE SHALL BE NO MORE THAN FIFTEEN (15) SHAREHOLDERS.
Min Number Of Directors: 1



Max
Number Of 9
Directors:

Business
Restricted NONE
To:

Business
Restricted NONE
From:

Other THE ATTACHED SCHEDULE "B" IS INCORPORATED INTO AND FORMS A PART OF
Provisions: THIS FORM.

Holding Shares In:

Legal Entity Name
LOVE HATE INVESTMENTS LTD.
TYKRO FORAGE SOLUTIONS INC.

Other Information:

Amalgamation Predecessors:

Corporate Access Number	Legal Entity Name
205132525	MESABI RANCHES INC.
200282770	S & D RANCHES LTD

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2020	2020/05/09

Filing History:

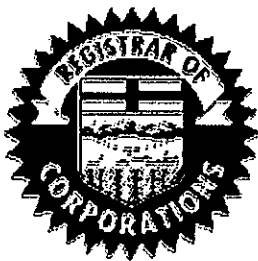
List Date (YYYY/MM/DD)	Type of Filing
2002/04/01	Amalgamate Alberta Corporation
2002/06/11	Name Change Alberta Corporation
2005/09/29	Change Address
2019/04/06	Change Director / Shareholder
2020/02/18	Update BN
2020/05/09	Enter Annual Returns for Alberta and Extra-Provincial Corp.



Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2002/04/01
Other Rules or Provisions	ELECTRONIC	2002/04/01
Statutory Declaration	10000001000287058	2002/04/01

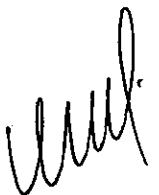
The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.



A handwritten signature in black ink, consisting of several loops and a long tail, located in the bottom right corner of the page.

This is Exhibit "H"
Referred to in the Affidavit of
Michaela Wolf
Sworn before me this 27th
Day of January, 2021

COMMISSIONER FOR OATHS IN AND
FOR THE PROVINCE OF ALBERTA

A handwritten signature in black ink, appearing to be 'W. Wolf', located in the bottom right corner of the page.

The Court of Queen's Bench of Alberta

Accounting Section
Judicial Centre of Calgary
Calgary Courts Centre Box 2549 Mai
603N, 601 - 5 Street S.W.
Calgary, Alberta T2P 5P7
Telephone: 403-297-2209 Fax: 403-297-4984

January 11, 2021

ATB FINANCIAL
2202 - 20 ST
NANTON, AB T0L 1R0

Dear Sir/Madam:

Subject: BANK OF MONTREAL
vs APTUS MANAGEMENT INC
SEARS, DANIELLE Et Al

Our File #: Q 2001 04500

This acknowledges receipt of \$4,615.35 on the 11th day of January, 2021. This payment into court was remitted pursuant to the Garnishee Summons issued on the 4th day of December, 2020. This letter is your OFFICIAL RECEIPT # 022424.

It is the responsibility of the Garnishee to inform our offices immediately if the money has been assigned to the wrong party and/or in the wrong amount set out.

The Certificate of Service of the Garnishee Summons on the debtor(s) has not been received. ~~Please complete and return your signed Certificate of Service located within the Garnishee Summons.~~

~~Please be advised that monies cannot be paid out of court until service requirements on the debtor(s) have been met.~~

Yours truly,

Total sum of \$4,615.35 has been paid into court to date by the garnishee.


Clerk of the Court

cc: FASKEN MARTNEAU DUMOULIN LLP
350 - 7 AVE SW
CALGARY, AB T2P 3N9

Your File #: 317271.00006 403-261-7386



The Court of Queen's Bench of Alberta

Accounting Section
Judicial Centre of Calgary
Calgary Courts Centre Box 2549 Mai
803N, 601 - 5 Street S.W.
Calgary, Alberta T2P 5P7
Telephone: 403-297-2209 Fax: 403-297-4984

January 20, 2021

CANADIAN IMPERIAL BANK OF COMMERCE
1919 - 20 AVE, PO BOX 459
NANTON, AB T0L 1R0

Dear Sir/Madam:

Subject: BANK OF MONTREAL
vs APTUS MANAGEMENT INC Tyrell Sears
SEARS, DANIELLE Et Al

Our File #: Q 2001 04500

This acknowledges receipt of \$5,112.47 on the 20th day of January, 2021. This payment into court was remitted pursuant to the Garnishee Summons issued on the 4th day of December, 2020. This letter is your OFFICIAL RECEIPT # 023318.

It is the responsibility of the Garnishee to inform our offices immediately if the money has been assigned to the wrong party and/or in the wrong amount set out.

The Certificate of Service of the Garnishee Summons on the debtor(s) has been received.

Yours truly,

Total sum of \$5112.47 has been paid into court to date by the garnishee.

umf

Clerk of the Court

cc: FASKEN MARTINEAU DUMOULIN LLP
350 - 7 AVE SW
CALGARY, AB T2P 3N9

Your File #: 317271.00006 403-261-7386

umf

The Court of Queen's Bench of Alberta

Accounting Section
Judicial Centre of Calgary
Calgary Courts Centre Box 2549 Mai
603N, 601 - 5 Street S.W.
Calgary, Alberta T2P 5P7
Telephone: 403-297-2209 Fax: 403-297-4984

January 20, 2021

FASKEN MARTINEAU DUMOULIN LLP
350 - 7 AVE SW
CALGARY, AB T2P 3N9

Dear Sir/Madam:

Subject: BANK OF MONTREAL
vs APTUS MANAGEMENT INC
SEARS, DANIELLE Et Al

Our File #: Q 2001 04500
Your file #: 317271.00006 403-261-7386

Enclosed is a copy of a reply to garnishee summons filed on the 20th day of January, 2021 by the garnishee:

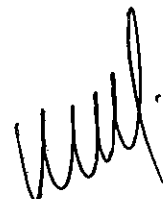
CANADIAN IMPERIAL BANK OF COMMERCE

Yours truly,



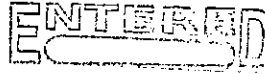
Clerk of the Court

Enclosure





Calgary Courts Centre
601- 5th Street S.W.
Calgary, AB T2P 5P7



CIBC Commerce Court Operations
Third Party Payments Department
100 Bay St. Securities Level Toronto Ontario
M5L1G9

January 8, 2021

Subject: Remittance to issuer of a Third Party Demand (the "Demand")

Your Reference number:

CIBC Reference number: PID#175689700
Customer/debtor name: Danielle Sears
Agent/creditor name: Bank of Montreal
Court/File Number: 2001-04600 (applicable to Garnishments)

Dear Sir/Madame:

This letter is to acknowledge your Demand for payment served on Canadian Imperial Bank of Commerce "CIBC" 1919- 20th Avenue, PO Box 459, Nanton, AB, naming Danielle Sears dated December 4, 2020 in the amount of \$2,550,754.45. The action noted below is our response to the Demand. (Select one)

- Copy of completed Garnishee Statement is attached.
- Full payment is enclosed in the amount of \$ _____ after deducting our \$10.00 commission Charges
- Final payment is enclosed in the amount of \$ _____ after deducting our 10.00 commission charge.
- <Select> payment is enclosed in the amount of \$ _____
- No payment enclosed because we maintain no account(s) in the name of the debtor.
- <Select>- Final payment is enclosed in the amount of \$0.00
- Account has been closed in the name of the debtor
- Funds in the debtors account are exempt from attachment or seizure pursuant to _____
- No payment is enclosed, as CIBC Trust is the trustee of the Debtor's [Life Income Retirement Account/Locked-in RSP] and <Select> are exempt from the attachment pursuant to <Select> legislation.
- We are in receipt of the above-noted RTP served on CIBC Mortgages/First Line Mortgages. Please confirm if this CRA's demand is meant to attach any mortgage advance and/or refinance related solely to the debtor's mortgage. If you are intending to attach other products of the debtor located at CIBC or its subsidiaries, we would kindly ask you to issue and serve your RTP on the appropriate entity of CIBC accordingly".
- We maintain no account(s) in the name of joint debtors named in the demand.
- Other

Please be advised that if the enclosed payment represents only a partial payment or if no payment is enclosed because there are no funds to remit, the account(s), including any registered product (if applicable), will be monitored until such time as the Demand is satisfied, expires or is withdrawn.

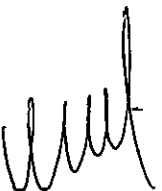
Should you require further clarification, please contact us at the fax number below.

Sincerely,

CIBC Commerce Court Operations
Third Party Payments Department
Fax: 1-888-264-0760

This is Exhibit "P"
Referred to in the Affidavit of
Michaela Wolf
Sworn before me this 27th
Day of January, 2021

COMMISSIONER FOR OATHS IN AND
FOR THE PROVINCE OF ALBERTA

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is cursive and appears to be the name of the Commissioner for Oaths.



COURT OF QUEEN'S BENCH OF ALBERTA

NOTICE TO THE PROFESSION AND PUBLIC

**REMOTE COMMISSIONING OF AFFIDAVITS FOR USE IN CIVIL AND FAMILY
PROCEEDINGS DURING THE COVID-19 PANDEMIC**

During the COVID-19 pandemic, some accommodation must be made for the commissioning of affidavits in circumstances where it is not possible or is medically unsafe for the deponent to physically attend before a commissioner. Examples might include deponents who are unable to leave their residences, are not permitted to receive visitors, or for those who are required to self-isolate or self-quarantine.

With the approval of the Law Society of Alberta, until further notice, the following accommodations will be made for affidavits to be used in the Court of Queen's Bench of Alberta, subject always to the discretion of the Courts to apply the best evidence requirements to their use:

1. Any affidavit to be sworn using video technology must contain a paragraph at the end of the body of the affidavit describing that the deponent was not physically present before the commissioner, but was linked with the commissioner utilizing video technology and that the process described below for remote commissioning of affidavits was utilized.
2. While connected via video technology, the deponent must show the commissioner the front and back of the deponent's current government-issued photo identification and the commissioner must compare the video image of the deponent and information in the deponent's government-issued photo identity document to be reasonably satisfied that it is the same person and that the document is valid and current. The commissioner must also take a screenshot of the front and back of the deponent's government-issued photo identity document and retain it.
3. The commissioner and the deponent are both required to have a paper copy of the affidavit, including all exhibits, before each of them while connected via video technology.
4. The commissioner and the deponent must review each page of the affidavit and exhibits to verify that the pages are identical and if so, must initial each page in the lower right corner.

A handwritten signature in black ink, appearing to be 'M. M. M.' or similar, located in the bottom right corner of the page.

5. At the conclusion of the review, the commissioner will administer the oath, the deponent will state what needs to be said to swear or affirm the truth of the facts, and the commissioner must watch the deponent sign his or her name to the affidavit.

6. The deponent will then send the signed affidavit with exhibits electronically to the commissioner.

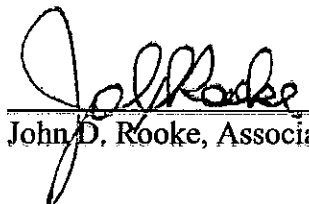
7. Before completing the affidavit, the commissioner must compare each page of the copy received from the deponent against the initialed copy that was before him or her in the video conference and may affix his or her name to the jurat only upon being satisfied that the two copies are identical.

8. The two copies will then be attached together with a certificate signed by the commissioner stating that the commissioner was satisfied that the process was necessary because it was impossible or unsafe, for medical reasons, for the deponent and the commissioner to be physically present together.

9. The completed package would then be permitted to be filed.



Mary T. Moreau, Chief Justice



John D. Rooke, Associate Chief Justice



Kenneth G. Nielsen, Associate Chief Justice

