

COURT FILE NUMBER **2203-13244**

COURT COURT OF QUEEN'S BENCH OF ALBERTA

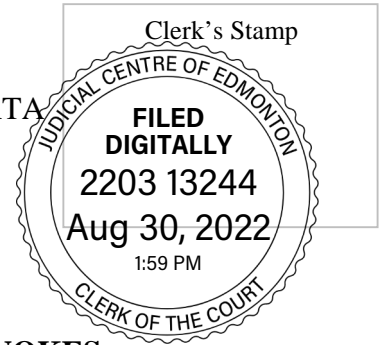
JUDICIAL CENTRE EDMONTON

PLAINTIFF /
APPLICANT **ROYAL BANK OF CANADA**

DEFENDANTS /
RESPONDENTS **927676 ALBERTA LTD. and GEORDIE NOKES**

DOCUMENT **AFFIDAVIT**

ADDRESS FOR
SERVICE AND
CONTACT
INFORMATION OF
PARTY FILING THIS
DOCUMENT Robyn Gurofsky / Tiffany Bennett
 Borden Ladner Gervais LLP
 1900, 520 3rd Ave. S.W.
 Calgary, AB T2P 0R3
 Telephone: 403.232.9774 / 403.232.9199
 Facsimile: 403.266.1395
 Email: RGurofsky@blg.com / TiBennett@blg.com
 File No. 404600.000930



AFFIDAVIT OF DEBRA CERNY

Sworn on August 24, 2022

I, **DEBRA CERNY**, of the City of Edmonton, in the Province of Alberta, **SWEAR AND SAY THAT:**

1. I am a Senior Manager of the Special Loans and Advisory Services group for the Plaintiff, Royal Bank of Canada ("**RBC**" or the "**Bank**"), and am presently responsible for the administration of the Defendants' accounts. As such, I have personal knowledge of the matters and facts hereinafter sworn to, except where stated to be based on information and belief, and where so stated, I verily believe the same to be true.
2. The Defendant, 927676 Alberta Ltd. ("**927**") is a corporation duly incorporated pursuant to the laws of the Province of Alberta, with a registered office located in St. Albert, Alberta.

Attached hereto and marked as Exhibit “A” is a copy of an Alberta Corporate Registry search result for 927 dated May 17, 2021.

3. 927 is also the owner of lands legally described as:

PLAN B
BLOCK 12
LOT 67
EXCEPTING THEREOUT ALL MINES AND MINERALS

and municipally described as 10018 112 Street NW, Edmonton, Alberta, T5K 1L9 (the “Property”). 927 had entered mortgage agreements with the Bank in respect of a number of different properties, including the Property.

4. The Defendant, Geordie Nokes, is an individual resident in Banff, Alberta. At all material times, Mr. Nokes was the sole shareholder and director of 927, as well as a guarantor of the obligations of a mortgage pledged by 927, as more particularly described below.

Loans and Security

5. Pursuant to a commitment letter dated October 20, 2016, the Bank advanced a mortgage loan in the principal amount of \$1,000,000.00, with a fixed rate interest of 4.95% per annum, calculated semi-annually (the “Loan”). Attached hereto and marked as Exhibit “B” is a copy of the referenced commitment letter.
6. The Loans were secured by, among other things, various general security agreements and a collateral mortgage, as follows:
- (a) a first mortgage and charge (the “Mortgage”) in the amount of \$1,000,000.00 on the Property, which has a building with 17 legal residential rental units (the “Devonshire”). Attached hereto and marked as Exhibit “C” is a copy of the statutory commercial mortgage form in respect of the Mortgage;
 - (b) a general assignment of rents and leases from the Property (the “Assignment”). Attached hereto and marked as Exhibit “D” is a copy of the Assignment;

- (c) a site specific security agreement dated November 2, 2016 (the “**Security Agreement**”), pursuant to which 927 granted a first security interest in favour of the Bank on all present and after-acquired personal property situated on, used in connection or arising from the Property. Attached hereto and marked as Exhibit “**E**” is a copy of the Security Agreement;
 - (d) a guarantee of mortgage dated November 2, 2016 (the “**Guarantee**”), pursuant to which Mr. Nokes provided a personal guarantee of the principal amount advanced under the Mortgage, together with interest and other chargeable costs arising thereunder. Attached hereto and marked as Exhibit “**F**” is a copy of the Guarantee
- (the agreements described in the foregoing sub-paragraphs are collectively referred to herein as the “**Security**”).

7. The Bank registered its interest pursuant to the Mortgage and the Assignment on title to the Property on December 8, 2016, and its interest pursuant to the Security Agreement at the Alberta Personal Property Registry (the “**PPR**”) on November 9, 2016. Attached hereto and marked as Exhibits “**G**” and “**H**” are, respectively, a copy of the Certificate of Title for the Property dated August 24, 2022 evidencing the registrations thereon, and a copy of the PPR search result dated May 17, 2021, evidencing the Bank’s registration of its security interest.

Borrower History

8. In addition to the Loan and Security granted by the Bank to the Borrower, the Bank granted a series of other mortgage loans to the Borrower, including but not limited to those loans referred to as the Myrna Manor facility, the Carlington facility, the Terrace I and Terrace II facilities, the Nines facility and the Innisfail facility (together, the “**Prior Loans**”).
9. In 2021, the Borrower defaulted on its obligations to the Bank, including but not limited to failing to pay property taxes as and when owing, causing tax liens to be filed on title to certain of the properties and by causing other non-permitted encumbrances on the various properties, including third party mortgages. As a result of these defaults, the Bank issued demand for payment and a 244 notice on or about July 6, 2021.

10. After issuing the demands in July of 2021, the Borrower indicated to the Bank that it was working on a series of refinancings for its properties. These refinancings ultimately occurred throughout the remainder of 2021 and early 2022, and resulted in the repayment of the Prior Loans. The Borrower was unable to obtain refinancing for the Devonshire and associated Loan.

The Property

11. The Devonshire is a 90-year-old building that requires continuous repairs. I am advised by Mr. Nokes and do verily believe that the Defendants have replaced the boiler for the building and undertook renovation work for certain rental units, but that significant additional work to the building is required.
12. I also understand, based on historical information provided by the Borrower to the Bank, that the rents charged to tenants at the Devonshire are under market and was advised by Mr. Nokes that the renters residing at the Devonshire are generally low income individuals.
13. Despite repeated requests, 927 has failed to provide any financial information to the Bank for over a year and does not maintain a business account with the Bank. As a result, the Bank has no transparency as to the amount and timing of the rents collected, if at all. Similarly, the Bank does not have any means of verifying the present state and condition of the Devonshire or determining whether the Devonshire is fully rented.

Defaults and Demands

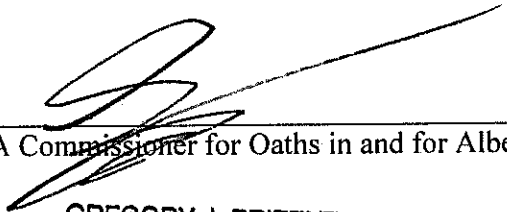
14. 927 has defaulted under the terms of the Loan, the Mortgage and the Security. In particular, 927 gas defaulted by, among other things:
 - (a) failing to pay the balances due and owing under the Loan as and when due;
 - (b) failing to satisfy the financial reporting requirements under the Loan;
 - (c) permitting third party mortgages to be registered on title to the Property; and

- (d) failing to pay municipal property taxes due and owing on the Property, as described below.
15. As a result of 927's defaults, on January 17, 2022, the Bank issued a demand for 927, with a copy to Mr. Nokes, to provide proof of refinancing in respect of 927's various remaining mortgages with the Bank, including the Mortgage. While 927 was able to obtain refinancing for its other mortgages with the Bank, 927 was not able to refinance the Mortgage, which is now 927's only financing product with the Bank.
 16. As of June 20, 2022, the total amount owing under the Loan, the Security and the Guarantee was \$932,784.68, together with all interest, legal fees and other chargeable costs continuing to accrue thereon (the "**Devonshire Indebtedness**"). No payment has been made to the Bank by 927, Mr. Nokes or otherwise to satisfy any of the Devonshire Indebtedness, nor have they presented the Bank with any alternative plan or financing to address the Devonshire Indebtedness. Attached hereto and marked as Exhibit "**T**" is a copy of the Bank's Payout Statement dated June 20, 2022 in respect of the Mortgage.
 17. As of the date of this Affidavit, the Defendants have failed to put forth any satisfactory plan to refinance the Devonshire Indebtedness, remedy the contractual breaches and defaults, or otherwise demonstrate that 927 is able to manage the leases of Devonshire or ensure that the Property is properly maintained and any necessary repairs performed. 927 has not provided the Bank with any information as to the state and condition of the Property.
 18. I understand, based on discussions with Mr. Nokes, that 927 has attempted to obtain refinancing or other sources of funding to satisfy the Devonshire Indebtedness. As previously indicated, Mr. Nokes had successfully done so in the fall of 2021 and early 2022 with other properties 927 had mortgaged to the Bank that were in default. However, 927 has been unsuccessful in identifying a lender willing to similarly refinance the Devonshire Indebtedness.
 19. At this time, due to 927's continuing failure to satisfy its financial reporting obligations, the Bank has no visibility as to 927's financial viability or its ability to carry on business as landlord of the leases of Devonshire, as well as the state and condition of the Property

and whether there is any further erosion of value. Based on a property tax search dated July 2, 2022, I understand that there are municipal taxes owing on the Property in the amount of \$20,582.59. Attached hereto and marked as Exhibit "J" is a copy of the property tax search report dated August 24, 2022.

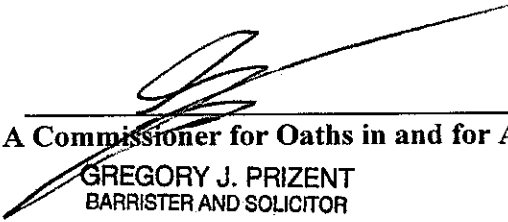
- 20. The Bank has significant concerns that letting 927 maintain control of the Devonshire will cause value to further erode.
- 21. The only efficient way of preserving and realizing upon the assets in an orderly manner that preserves value for the Bank and other interested parties, and without incurring any significant payment obligations ranking in priority to the Bank, is through the appointment of a receiver and manager over the Property. In particular, the appointment of a receiver and manager will provide the Bank with the needed transparency into the state and condition of the Devonshire and ensure that rents are collected in a timely fashion.
- 22. MNP Ltd. has consented to act as receiver and manager of the Property.

SWORN BEFORE ME at Edmonton, Alberta,)
this 24th day of August, 2022.)


 _____)
 A Commissioner for Oaths in and for Alberta)
)
GREGORY J. PRIZENT
 BARRISTER AND SOLICITOR


 _____)
DEBRA CERNY

This is Exhibit "A" referred to
in the Affidavit of Debra Cerny
Sworn before me this 24th day of August, 2022



A Commissioner for Oaths in and for Alberta
GREGORY J. PRIZENT
BARRISTER AND SOLICITOR

Government of Alberta ■ Corporation/Non-Profit Search

Corporate Registration System

Date of Search: 2021/05/17
Time of Search: 02:01 PM
Search provided by: BORDEN LADNER GERVAIS LLP
Service Request Number: 35459097
Customer Reference Number: 404600.930

Corporate Access Number: 209276765
Business Number: 862542917
Legal Entity Name: 927676 ALBERTA LTD.

Legal Entity Status: Active
Alberta Corporation Type: Numbered Alberta Corporation
Registration Date: 2001/04/03 YYYY/MM/DD

Registered Office:
Street: 400, 1 TACHE STREET
City: ST. ALBERT
Province: ALBERTA
Postal Code: T8N1B4

Records Address:
Street: 400, 1 TACHE STREET
City: ST. ALBERT
Province: ALBERTA
Postal Code: T8N1B4

Email Address: CORPORATE@RWLAW.CA

Directors:

Last Name: NOKES
First Name: GEORDIE
Street/Box Number: BOX 875
City: BANFF
Province: ALBERTA

Postal Code: T1L1A9

Voting Shareholders:

Last Name: NOKES
First Name: GEORDIE
Street: BOX 875
City: BANFF
Province: ALBERTA
Postal Code: T1L1A9
Percent Of Voting Shares: 100

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 OF THE CORPORATION SHALL BE TRANSFERRED WITHOUT THE APPROVAL OF THE BOARD OF DIRECTORS, EVIDENCED BY A DIRECTOR'S RESOLUTION.

Min Number Of Directors: 1

Max Number Of Directors: 7

Business Restricted To: THERE ARE NO RESTRICTIONS ON THE BUSINESS WHICH MAY BE CARRIED ON BY THE CORPORATION.

Business Restricted From: THERE ARE NO RESTRICTIONS ON THE BUSINESS WHICH MAY BE CARRIED ON BY THE COPRORATION.

Other Provisions: SEE ATTACHED SCHEDULE "B"

Other Information:

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2020	2020/10/19

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2001/04/03	Incorporate Alberta Corporation
2019/10/02	Change Address
2020/02/17	Update BN
2020/10/19	Enter Annual Returns for Alberta and Extra-Provincial Corp.

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2001/04/03
Other Rules or Provisions	ELECTRONIC	2001/04/03

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 Debra Cerny
Sworn before me this 24th day of August, 2022



A Commissioner for Oaths in and for Alberta

GREGORY J. PRIZENT
BARRISTER AND SOLICITOR



Commercial Mortgages
335 8th Avenue SW, 6th Floor
Calgary, AB
T2P 1C9
Tel: 403-292-1737
Fax: 403-292-1762

COMMITMENT LETTER

October 20, 2016

927676 Alberta Ltd
408 Otter Street
PO Box 875
Banff, AB
T1L 1A9

Attention: Geordie Nokes

Dear Madam:

We are pleased to confirm that Royal Bank of Canada has approved a **First** mortgage loan (herein the "Loan") upon the terms and conditions set out herein and in the attached Schedule of Standard Mortgage Loan Terms.

MORTGAGOR: 927676 Alberta Ltd ("you" or the "Mortgagor").

MORTGAGEE: Royal Bank of Canada ("us" or "we" or the "Mortgagee").

LOAN AMOUNT: \$1,000,000.00

LOAN PURPOSE: The proceeds of the Loan will be used to payout financing provided by another lender and balance as an equity withdrawal.

INTEREST RATE AND TERM: A fixed rate of interest will be set on the day of advance and will be equal to Royal Bank of Canada's cost of funds, as determined by us in our sole discretion, for the term of the Loan set out below, plus a spread as indicated in the chart below, per annum, calculated semi-annually not in advance, both before and after maturity, default and judgment.

Please have all Mortgagors and guarantors initial in the "Initial" box of the row that represents the selected Term:

Term (years)	Royal Bank of Canada Cost of Funds	Spread (%)	Indication Interest Rate* (%)	Mortgagor(s) initials:	Guarantor(s) Initials:
1	1.180%	1.300%	2.480%		
2	1.350%	1.300%	2.650%		
3	1.450%	1.250%	2.700%	SN	SN
4	1.560%	1.250%	2.810%		
5	1.660%	1.250%	2.910%		

*Rates are indication rates only and are subject to change daily. As noted above the interest rate will be set on the day of advance.

The Term will commence on the interest adjustment date as hereinafter defined.

AMORTIZATION:

25 years.

REPAYMENT:

Interest shall accrue on the amounts advanced from time to time, from the respective dates of such advances, and be paid monthly by you until the interest adjustment date inclusively, which shall be the first day of the month next following the final advance, unless the date of such final advance is the first day of a month, whereupon that date will be the interest adjustment date.

Thereafter, a blended payment of principal and interest, in an amount set at the advance date of the Loan, shall be paid by you on the 1st day of each month during the term of the Loan and the balance shall be due and payable in full on maturity.

PREPAYMENT:

The term of the Loan is stipulated in favour of the Mortgagee.

The Loan is a fixed rate Loan, and it may not be prepaid and bears no right of prepayment prior to the maturity date. This provision takes precedence over any prepayment provision contained in the Mortgagee's mortgage documentation. You hereby expressly waive any right of prepayment you now have or hereafter may have pursuant to Section 10 of the *Interest Act* (Canada) and/or any other federal or provincial legislation permitting prepayment prior to the maturity date.

PAYMENT AUTHORIZATION:

You authorize us to automatically debit any account maintained by you with Royal Bank of Canada or its affiliates for principal, interest and all other amounts due in respect of the Loan. Alternatively, you will execute such documents as may be required to permit us to automatically debit your account at another financial institution for all amounts owing under this commitment letter.

SECURITY:

The security for the Loan (the "Security") shall be:

- (a) a **first mortgage and charge (the "Mortgage")** in the amount of **\$1,000,000.00** on the freehold property known municipally as 10018, 112 Street NW, Edmonton, AB, T5K 1L9, and having a legal description of Plan B, Block 12, Lot 67 Edmonton and having a building thereon with not less than 17 legal residential **rental units** (the "Property");
- (b) a first general assignment of rents and leases from the Property upon terms which will, until default, permit you to continue to receive such rents and revenues;
- (c) a site specific security agreement comprising a first security interest on the personal property now or hereafter situate on, used in connection with or arising from the Property, including, without limitation, accounts receivable;
- (d) the unconditional guarantee of Geordie Nokes, guaranteeing payment of the principal of the Loan, and all other amounts due hereunder, including, without limitation, interest.

All documentation shall be in the forms used by us and must in all respects be satisfactory to us and our solicitors in our and their absolute discretion. Our solicitors in this transaction are Warren Benson Amantea LLP, Attention: Jon Warren, Tel: 403-228-8399, who must act exclusively on our behalf in connection with this matter.

REPORTS/FINANCIAL INFORMATION:

Each year during the term of the Loan, within 90 days of each fiscal year end (or by such other date as indicated below, if applicable), you shall provide the following information to us:

- (a) Notice to Reader financial statements of 927676 Alberta Ltd, duly signed and dated;
- (b) An updated personal statement of affairs for Geordie Nokes, duly signed and dated 36 months from the date of the first advance and at the end of every 36 months thereafter.
- (c) Operating statements relating specifically to the Property, for the preceding fiscal year including inter alia, realty taxes, repairs and maintenance, utilities, management costs, tenant inducements and leasing commissions;
- (d) A current rent-roll for the Property showing inter alia, the area and location leased, annual payment (specifying gross or net), recovered amounts, any revenue escalation entitlement and/or leasing inducements, as well as expiry date and renewal options for each lease;

- (e) A residential rent roll (including suite number, number of bedrooms, lease expiry dates, monthly rent, whether rents include utilities, and parking charges);
- (f) A property tax receipt indicating that taxes are paid, by the deadline indicated under the section entitled "Taxes" below;
- (g) A copy of the current insurance policy.

In addition, we may require that you and/or the guarantor provide to us any of the above-described financial statements or statements of net worth, as the case may be, updated to any date subsequent to the end of the last complete fiscal year or the effective date of the last statement of net worth, as the case may be.

We may also require that you provide to us an Interim financial statement relating specifically to the operation of the Property, including a current rent roll showing, *inter alia*, base rent, recovered amounts and expenses, updated to any date subsequent to the end of your last complete operating period.

Upon our request, you and/or the guarantor(s) shall provide to us such further information, reports or statements as may be required from time to time.

Failure to provide any statement when due or within 30 days of a written request will constitute a default under this commitment letter and under the Mortgage.

LEASES:

You represent and warrant to us that the total of monthly residential rents for the Property, as of the date hereof, are **\$14,540.00**.

TAXES:

All realty taxes and local improvement assessments ("**Taxes**") pertaining to the Property are to be paid directly by you or your tenants to the municipality when due and you shall provide us with receipted copies of the Tax bills for the Property or other evidence of payment of Taxes satisfactory to us within 30 days after the same has become payable. If at any time you do not pay any Taxes when due or fail to provide us with copies of your receipted Tax bills or other satisfactory evidence of payment, we may pay these Taxes and you shall repay us, on demand, any amount so paid. Any amount paid by us and remaining unpaid by you shall bear interest at the rate set out in this commitment letter. We may, at our option, at any time require that you pay to us in monthly instalments on the dates on which the monthly payments on the Loan are payable hereunder, sums, which in our estimation, will be sufficient to enable us to pay the whole amount of Taxes due, on or before the date for payment thereof or, if such amount of Taxes is payable in instalments, on or before the due date for payment of the first instalment thereof. **Any deficiency on your tax escrow account at any time shall be payable to us immediately upon demand.**

COSTS AND FEES:

Whether or not the transaction contemplated hereby is completed, you will pay all costs incurred by us in connection with this commitment letter and the Loan and Security including, without limitation, the legal fees and disbursements of our solicitors, and the fees and disbursements of our agents or consultants. Such costs may be deducted from the Loan proceeds advanced. In addition, you agree to pay all costs, charges and expenses incurred by us in connection with the operation or enforcement of this commitment letter, the Loan or the Security, or any amendment, extension, variation, discharge or renewal thereof, including, without limitation, costs of registration of financing statements or financing change statements and searches in connection therewith, periodic property inspections and Tax verifications and other similar costs, and any fees or charges of agents or other third parties retained by us for the purpose of conducting such activities on our behalf. In addition, you agree to pay our administration fees in connection with our administration of the Loan, including the provision of mortgage statements, provision of discharges, processing late payments and cheques or automatic debits which are dishonoured or not accepted by the financial institution, the amount of each such administration fee being a liquidated amount to cover administrative costs of the Mortgage and not a penalty. If you fail to pay any such costs, charges or expenses upon demand, the amount of the cost, charge or expense will be added to the outstanding principal amount of the Loan and shall be secured by the Security.

APPLICATION FEE:

A fee of **\$2,500.00** is payable at or before the time of your acceptance of this commitment letter to validate your acceptance hereof. This fee is non-refundable and shall have been earned by us at the time of acceptance as compensation for time, effort and expense incurred in processing, approving and providing this commitment, excluding all costs and fees referred to herein.

CONDITIONS PRECEDENT TO ADVANCE:

Our obligation to advance the Loan is conditional upon receipt by us or our solicitors of the following, all in form and substance satisfactory to us or our solicitors:

- a) a duly executed copy of this commitment letter, **together with the \$2,500.00 application fee**, on or before the time indicated in the section of this commitment letter entitled "Acceptance";
- b) duly executed copies of the Security and evidence of registration of same, in the manner and with the priorities required by us, in all appropriate governmental offices;
- c) certificate of insurance coverage pursuant to policies as required under the terms hereof, to be delivered to our solicitors within **10** days after execution of the commitment letter;
- d) an original up-to-date survey of the Property prepared for us, at your expense, by a qualified land surveyor, to be delivered to our solicitors. Such survey must show the boundaries of the Property, the location of all rights-of-way and easements, the location of all entrances and exits to and from the Property, the locations and dimensions of all parking

areas of the Property and the location of all buildings and other improvements situate on the Property at the date of your acceptance of this commitment letter and the distances of all such buildings and improvements from all lot lines, and the information disclosed by such survey must be acceptable to us in our absolute discretion. If you don't have an original up-to-date survey of the Property as described above, title insurance from First American Title Insurance Company and offered through First Canadian Title Company Limited, or Stewart Title Guaranty Company will be required;

- e) an environmental questionnaire about the Property from you, the findings and conclusions of which shall be satisfactory to us in our sole discretion;
- f) a reliance letter, at your expense, addressed to us confirming that we may rely on the appraisal of the Property;
- g) evidence of payment of Taxes due and owing in respect of the Property;
- h) evidence of compliance with all applicable laws, by-laws and governmental and municipal regulations, orders or requirements including, without limitation, those dealing with planning, zoning, use, occupancy, environmental matters or fire including, without limitation, **all requirements under any applicable fire retrofit provisions**, and that there are no outstanding work orders, deficiency notices or like violations outstanding against the Property. If the buildings or improvements situate on the Property were constructed or substantially renovated within 12 months prior to the date of this commitment letter, we require evidence the buildings and improvements on the Property may be lawfully occupied, which evidence shall include an occupancy certificate / permit, if applicable;
- i) directors' resolutions, certificates of officers and opinions of counsel to the Mortgagee and the Mortgagor and any guarantor, confirming corporate capacity and the due authorization, execution, delivery, enforceability and priority of the Security, as may be required by us;
- j) any other information and documentation as we may reasonably request.

RIGHT OF TERMINATION:

We shall have the right to terminate our agreement to provide the Loan to you and be relieved of all obligations in connection therewith in the event any of the following events occur prior to the time of the advance (or any final advance) of the Loan hereunder:

- a) you fail or are unable or unwilling for any reason whatsoever to comply with any of the terms and conditions set out in this commitment letter within the time indicated for such compliance;
- b) you fail or refuse to execute and deliver any documentation required by this commitment letter or requested by us or our solicitors in connection herewith;

- c) you refuse to accept any funds when advanced;
- d) you or any guarantor or any tenant of the Property with a Major Lease shall become insolvent or bankrupt, or subject to proceedings under the Companies' Creditors Arrangement Act or other similar legislation, or subject to any other bankruptcy, receivership, insolvency, winding-up or other similar proceedings, whether voluntary or involuntary;
- e) there has been in our sole opinion a material adverse change in your financial condition or the condition of the Property or in the actual or anticipated revenues from the Property, or any event has occurred that could reasonably be expected to result in any of the foregoing;
- f) we are advised of or are made aware that any material containing asbestos or other substances considered harmful by us been used, or will be used in the Property, or there is in, on or about the Property any product or substance (including PCB's), contaminants or hazardous materials, equipment, or any other thing which, in our opinion, constitutes or may constitute an environmental hazard or contravenes any environmental law, regulation, order or directive;
- g) you have not complied with all the provisions of applicable provincial construction / builders / mechanics lien legislation to our or our solicitor's satisfaction or you have not paid any sum or complied with any obligation that may confer right on a third party in respect of the Property or in the actual or anticipated revenues from the Property;
- h) any representation or warranty made by you in this commitment letter is not true and accurate as of the date of advance;
- i) we or our solicitors are not satisfied with any of the matters set out in the section entitled "Title" in the attached Schedule of Standard Mortgage Loan Terms;
- j) the net proceeds of the Loan have not been fully advanced on or before **December 20, 2016**. We require 3 business days prior written notice to advance funds from the date that all Conditions Precedent to Advance have been fulfilled;
- k) if any person, including a federal, provincial or municipal authority, other than you, requires or claims from us the full or partial amount of any sums advanced hereunder.

If, in accordance with the foregoing, we elect to terminate our agreement to provide the Loan to you prior to the advance of the entire Loan amount, the amount advanced on the Loan, if any, together with interest thereon at the rate set out herein shall become immediately due and payable and we shall, whether or not any amount has been advanced on the Loan, and without prejudice to our right to recover from you all costs and fees incurred by us, be entitled to retain the holding deposit as compensation for all damages sustained by us, it being agreed that the amount of such

holding deposit is a fair estimate of the damages which will be suffered by us in such event.

MORTGAGE RATE:

For registration purposes only, the mortgage will provide for an interest rate of 18.0% per annum, calculated semi-annually, not in advance, and the payment terms of the Mortgage will be based on that rate.

Notwithstanding the foregoing or any other provisions of this commitment letter or the Security, the actual interest rate and payment terms applicable to the Loan during the term will be determined in accordance with the sections of this letter entitled "Interest Rate And Term" and "Repayment".

SCHEDULES:

The attached schedules are incorporated into this commitment letter by reference and form a part hereof.

ASSIGNMENT:

You and any guarantors cannot assign any of your rights or obligations under this commitment letter or the Loan to a third party. You agree that we may transfer and assign, without your consent and without notice to you, our rights and obligations under this commitment letter, the Loan, the Security and any related documentation (the "Mortgage Loan and Security") to any affiliate or other third party. We may also syndicate, securitize or grant participation interests in the Mortgage Loan and Security, without your consent or notice to you. You agree that we may disclose confidential information relating to the Mortgage Loan and Security, including any financial information provided by you or any guarantor at any time or otherwise relating to you, or any guarantor, or to the Property and any plans, drawings or other documentation or information regarding the Property, to any associate or third party in connection with any of the transactions contemplated in this section.

TIME:

Time is of the essence hereof.

AMENDMENT:

No amendment or waiver of any provision of this agreement will be effective unless it is in writing and signed by the Mortgagor and the Mortgagee. No failure or delay, on the part of the Mortgagee, in exercising any right or power hereunder shall operate as a waiver thereof. All other parties to this commitment letter hereby agree that the amendment or waiver of any provision of this commitment letter (other than agreements, covenants or representations expressly made by such other party hereunder, if any) may be made without and do not require the consent or agreement of, or notice to, such other parties.

GOVERNING LAW:

The agreement constituted by your acceptance of this commitment letter shall be governed by the laws of the province in which the Property is situated.

SURVIVAL: The terms and conditions of this commitment letter shall, after acceptance by you, survive the execution and registration of the Security and there shall be no merger of these provisions or conditions in the Mortgage or other Security; provided that in the event of any conflict between the provisions of this commitment letter and the provisions of the Security, we may elect which provisions shall prevail.

JOINT AND SEVERAL: Where more than one person is liable as Mortgagor or as a guarantor or otherwise for any obligation under or pursuant to this commitment letter, then the liability of each such person for such obligation is joint and several (in Quebec, solidary) with each other such person.

E-MAIL AND FAX TRANSMISSION: The Mortgagee is entitled to rely on any agreement, document, instrument, report or certificate provided to the Mortgagee by the Mortgagor or any Guarantor by way of e-mail or fax transmission as though it were an originally signed agreement, document, instrument, report or certificate. The Mortgagee is further entitled to assume that any communication from the Mortgagor or any Guarantor received by e-mail or fax transmission is a reliable communication from the Mortgagor or Guarantor.

ELECTRONIC IMAGING: The parties hereto agree that, at any time, the Mortgagee may convert paper records of this commitment letter and all other documentation delivered to the Mortgagee (each, a "Paper Record") into electronic images (each, an "Electronic Image") as part of the Mortgagee's normal business practices. The parties agree that each such Electronic Image shall be considered as an authoritative copy of the Paper Record and shall be legally binding on the parties and admissible in any legal, administrative or other proceeding as conclusive evidence of the contents of such document in the same manner as the original Paper Record.

ACCEPTANCE: The terms of this commitment letter are open for acceptance by you and all guarantors by your executing the original of this letter where indicated below and returning the original of this letter, together with the application fee of **\$2,500.00** to our office at 335 8th Avenue SW, 6th Floor, Calgary, AB, T2P 1C9, **Attention: Deborah Mooers** on or before 2:00 p.m. on **November 21, 2016**, after which date and time this commitment letter shall lapse and be of no further force or effect, unless it is extended by the Mortgagee in its sole discretion.

USE OF LOAN PROCEEDS BY MORTGAGOR: The Mortgagor covenants and agrees with the Mortgagee that the Mortgagor will not use the proceeds of the Loan for the benefit or on behalf of any Person other than the Mortgagor. "Person" includes an individual, a partnership, a joint venture, a trust, an unincorporated organization, a company, a corporation, an association and any other incorporated or unincorporated entity.

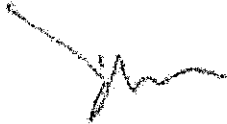
LANGUAGE:

The parties acknowledge that they have requested that the present agreement, as well as all notices and communications contemplated hereby, be drafted in the English language.

Les parties aux présentes reconnaissent qu'elles ont demandé que la présente convention ainsi que tous avis et communications en résultant soient rédigés dans la langue anglaise.

Yours very truly,

Royal Bank of Canada



Deborah Mooers
/cs

ACCEPTED on Oct 20, 2016

The undersigned borrowers have read, understand and accept the terms and conditions of this commitment letter and acknowledge receiving a copy of it, and the Schedule of Standard Mortgage Loan Terms.

927676 Alberta Ltd

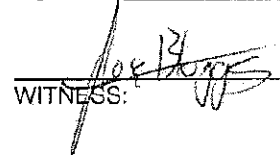
By: G Nokes
Title: OFFICER

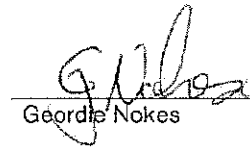
By: _____
Title: _____

I / We have the authority to bind the Corporation

The undersigned guarantors have read, understand and accept the terms and conditions of this commitment letter and acknowledge receiving a copy of it, and the Schedule of Standard Mortgage Loan Terms. Each of the guarantors authorizes the Mortgagor to provide, and the Mortgagee to obtain, all information relating to each such guarantor referred to in the "Reports/Financial Information" clause.

Signed on Oct 20, 2016.

WITNESS: 


Géordie Nokes

REALTY TAX INFORMATION

(to be completed by the Mortgagor)

Amount of Realty Taxes for the year ended December 31, 2015 \$ _____ *

Amount of Realty Taxes billed for the 9 months ended September 30, 2016 \$ _____ *

*Please attach a copy of the relevant tax bill(s).

AS PER APPRAISAL
THEY ARE PAID ON THE
MONTHLY PAYMENT PLAN.

Please complete:

My solicitor in this transaction will be:

Firm: ON FILE
Attention:
Address: JESSICA STURGEON
Phone number: 403-678-9822.
Fax number:
e-mail address:

This is Exhibit "C" referred to
in the Affidavit of Debra Cerny
Sworn before me this 24th day of August, 2022



A Commissioner for Oaths in and for Alberta

GREGORY J. PRIZENT
BARRISTER AND SOLICITOR

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

162345433

ORDER NUMBER: 41737949

ADVISORY

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COMMERCIAL MORTGAGE
LAND TITLES ACT (ALBERTA)

1.	NAME AND ADDRESS OF MORTGAGOR (THE "MORTGAGOR") 927676 ALBERTA LTD. of 408 Otter Street, PO Box 875, Banff, Alberta, T1L 1A9
2.	NAME AND ADDRESS OF ANY CORPORATE GUARANTOR (THE "GUARANTOR") (if applicable)
3.	MAXIMUM PRINCIPAL AMOUNT FOR WHICH GUARANTOR IS LIABLE (if applicable). (If not completed, the Guarantor shall be liable for the full amount as indicated in the Guarantee provisions of the Mortgage.)
4.	NAME AND ADDRESS OF MORTGAGEE (THE "MORTGAGEE") ROYAL BANK OF CANADA of 36 York Mills Road, 4 th Floor, Toronto, Ontario, M2P 0A4
5.	LEGAL DESCRIPTION OF LANDS (THE "LANDS") PLAN B BLOCK 12 LOT 67 EXCEPTING THEREOUT ALL MINES AND MINERALS
6.	PAYMENT PROVISIONS
(a)	Principal Amount: \$1,000,000.00
(b)	Mortgage Interest Rate (delete inapplicable options): (i) if fixed rate of interest: 18.0% per annum, calculated semi-annually not in advance (ii) if variable rate of interest based on the Prime Rate: the Prime Rate as the same will vary from time to time, plus _____% (the "Margin") per annum, calculated monthly not in advance

	(iii) if other (insert as applicable):
(c)	Interest Adjustment Date: November 1, 2016
(d)	Instalment Date: first day of each and every month in each and every year until the Maturity Date
(e)	First Instalment Date: December 1, 2016
(f)	Maturity Date: November 1, 2019
(g)	Instalment Amount (delete inapplicable option): (i) if fixed rate of interest or variable rate of interest with blended payments (to include principal and interest): \$14,663.80 (ii) if variable rate of interest with interest only payments: such amount of interest as may accrue under the Mortgage
7.	STANDARD MORTGAGE TERMS This Mortgage consists of the Mortgagee's set of Standard Form Mortgage Terms ("SMT") filed at the South Alberta Land Registration District as Instrument number 031 040 055 and at the North Alberta Land Registration District as Instrument number 032 043 007 together with all schedules thereto and is subject to the terms contained in the SMT as varied by any deletions from, or amendments or additions to the terms of the SMT as set out herein.
8.	DELETED, AMENDED OR ADDED TERMS See Schedule "A" (if any).
9.	ACKNOWLEDGEMENTS The Mortgagor hereby acknowledges as follows: (a) That the Mortgagor understands the nature of the SMT referred to in clause 7 above and the statements made in the said clause; (b) That the Mortgagor has been given a copy of the SMT;

- (c) That the Mortgagor is the registered owner of the Mortgaged Premises; and
- (d) For the better securing to the Mortgagee of the repayment in the manner set out in this Mortgage of the Principal Amount and interest and all other indebtedness and obligations of the Mortgagor secured by this Mortgage, the Mortgagor hereby mortgages and charges to the Mortgagee all the Mortgagor's estate and interest in the Mortgaged Premises.

The Guarantor hereby acknowledges that the Guarantor has been given a copy of the SMT.

10. EXECUTION BY MORTGAGOR

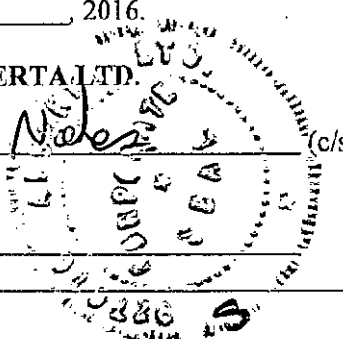
The Mortgagor has executed this Mortgage on NOV. 2, 2016.

927676 ALBERTA LTD.

Per: G. Niles (c/s)

Witness

Per: _____



11. EXECUTION BY CORPORATE GUARANTOR

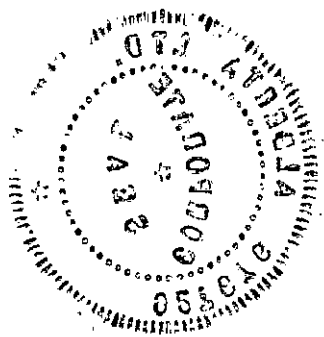
The Guarantor has executed the Guarantee contained in this Mortgage on _____

CORPORATE GUARANTOR

Per: _____ (e/s)

Witness

Per: _____



12. AFFIDAVIT OF EXECUTION

I, _____, of the _____ of _____, in the Province of Alberta, _____, (occupation) make oath and say:

- (a) THAT I was personally present and did see _____ and _____ named in the within instrument, who are personally known to me to be the person(s) named therein, duly sign, seal and execute the same for the purposes named therein.
- (b) THAT the same was executed at the _____ of _____, in the _____ of _____ and that I am a subscribing witness thereto.
- (c) THAT I know the said persons and each is in my belief of the full age of eighteen years.

Sworn before me at _____, in)
 the Province of _____, this)
 _____ day of _____, ____)
 _____)
 _____)
 _____)
 _____)
 A Commissioner for Oaths in and for the Province)
 of Alberta)

Signature of Witness

13. AFFIDAVIT VERIFYING CORPORATE AUTHORITY

I, _____, of the _____ of _____, in the Province of Alberta, MAKE OATH AND SAY:

- (a) I am an officer or a director of **927676 ALBERTA LTD.** named in the within or annexed instrument (or caveat).
- (b) I am authorized by the corporation to execute the instrument (or caveat) without affixing a corporate seal.

SWORN before me at _____, in the)
 Province of _____, this _____ day of)
 _____, ____)
 _____)
 _____)
 _____)
 A Commissioner for Oaths in and for the Province)
 of Alberta)

SCHEDULE A TO COMMERCIAL MORTGAGE
Deleted, Added or Amended Terms

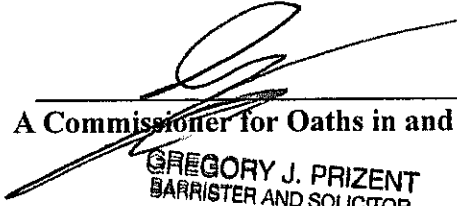
1. Paragraph 25 of the Standard Form Mortgage Terms is amended by deleting the words "audited financial statements" in lines 7 and 8 and replacing same with "Notice to Reader financial statements."
2. Paragraph 25 of the Standard Form Mortgage Terms is further amended by reducing the number of days for delivery of Notice to Reader financial statements by a corporate Mortgagor and/or Guarantor from one hundred twenty (120) to ninety (90) days.



162345433

162345433 REGISTERED 2016 12 08
MORT - MORTGAGE
DOC 1 OF 4 DRR#: D0ED5AB ADR/EDNMACHI
LINC/S: 0013118385

This is Exhibit "D" referred to
in the Affidavit of Debra Cerny
Sworn before me this 24th day of August, 2022



A Commissioner for Oaths in and for Alberta
GREGORY J. PRIZENT
BARRISTER AND SOLICITOR

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

162345434

ORDER NUMBER: 41737949

ADVISORY

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

CAVEAT FORBIDDING REGISTRATION

TO THE REGISTRAR OF ALBERTA REGISTRIES

TAKE NOTICE that Royal Bank of Canada, of the City of Toronto, in the Province of Ontario, claims an interest as Assignee under and by virtue of an Assignment of Rents, a copy of which is attached hereto, in the lands described as follows:

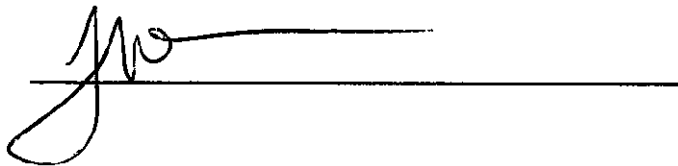
PLAN B
BLOCK 12
LOT 67
EXCEPTING THEREOUT ALL MINES AND MINERALS

as more particularly described in the Certificate of Title standing in the register in the name of 927676 ALBERTA LTD. and I/we forbid the registration of any person as transferee or owner of, or of any instrument affecting the estate or interest, unless the certificate of title is expressed to be subject to my/our claim.

I APPOINT ROYAL BANK OF CANADA, 36 York Mills Road, 4th Floor, Toronto, Ontario, M2P 0A4, as the place at which notices and proceedings relating hereto may be served.

DATED this 26 day of October, 2016.

JONATHAN D. WARREN, Solicitor
and Agent for the Caveator



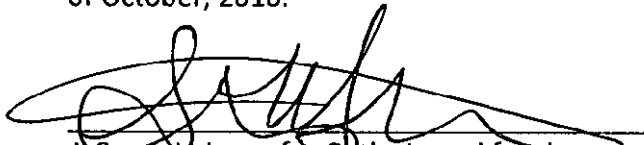
ASIA

C A N A D A)
PROVINCE OF ALBERTA) AFFIDAVIT
TO WIT:)

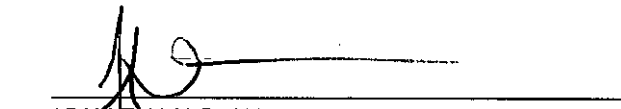
I, JONATHAN D. WARREN, of the City of Calgary, in the Province of Alberta, Barrister and Solicitor,
MAKE OATH AND SAY;

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

SWORN BEFORE ME at the City of Calgary, in)
the Province of Alberta, this 26 day)
of October, 2016.)


A Commissioner for Oaths in and for the
Province of Alberta

SHEENA AINSLEY MARSHALL
A Commissioner for Oaths
In and for Alberta
My Commission Expires April 17, 2017


JONATHAN D. WARREN

THE UNIVERSITY OF CHICAGO
A COMMITMENT TO EXCELLENCE
IN RESEARCH AND TEACHING
1990-1991

ASSIGNMENT OF RENTS

THIS INDENTURE made this 2 day of November, 2016

BETWEEN:

927676 ALBERTA LTD.
hereinafter called the "Assignor"

OF THE FIRST PART,

and

ROYAL BANK OF CANADA,
hereinafter called the "Assignee"

OF THE SECOND PART.

WHEREAS, by a Mortgage registered in the Land Titles Office for the Alberta Land Registration District, the Assignor herein did grant and mortgage unto the Assignee herein the lands and premises more particularly described in Schedule "A" hereto annexed which Mortgage secures payment of the sum of ONE MILLION (\$1,000,000.00) DOLLARS and interest as therein mentioned and which Mortgage is hereinafter referred to as "the Mortgage". Whenever in this indenture reference is made to the Mortgage, it shall be deemed to include any renewals or extensions thereof and any Mortgage taken in substitution therefor either in whole or in part;

AND WHEREAS it is a condition of the lending of the monies secured or to be secured by the Mortgage, that the Assignor should assign to the Assignee, its successors and assigns, the rents reserved and payable and/or intended to be reserved and payable under, and all advantages and benefits to be derived from, leases of premises erected on the lands and premises more particularly described in Schedule "A" hereto (the "Leases") now or hereafter entered into by the Assignor as landlord with tenants thereof (Lessees) and including without limitation the specific leases referred to in Schedule "B" hereto annexed, as additional security for the payment of the money secured by the Mortgage, and for the performance of the covenants contained therein;

AND WHEREAS it is agreed that notwithstanding anything in this Indenture contained, the Assignee is not to be bound to advance the said mortgage monies or any unadvanced portion thereof;

NOW THEREFORE THIS INDENTURE WITNESSETH that the Assignor in consideration of the premises, the making of the said Mortgage, and the sum of One (\$1.00) Dollar now paid by the Assignee to the Assignor (the receipt whereof is hereby acknowledged), doth covenant and agree with the Assignee as follows:

1. The Assignor hereby irrevocably transfers, assigns, and sets over to the Assignee all rents reserved and payable under the Leases (including without limitation the specific leases referred to in Schedule "B" hereto annexed) and all benefits and advantages to be derived therefrom, to hold and receive the same unto the said Assignee, its successors and assigns.
2. The Assignor covenants and agrees with the Assignee that the Assignor will not, without the consent in writing of the Assignee, permit any prepayment of rents payable under any of the Leases that will result in more than two months' of such rents being prepaid under such Leases, or variation, cancellation or surrender of any of the Leases, or of the terms, covenants, provisos or conditions thereof.

3. The Assignor covenants with the Assignee to perform and observe all the covenants, conditions and obligations binding upon it under the Leases.

4. The Assignor covenants and agrees irrevocably with the Assignee that the Assignee shall have the right to sue for payment and/or for enforcing anything in this Indenture herein contained in any or all of the following ways:

- (a) in its own name;
- (b) in the name of the Assignor, and
- (c) in the names of both the Assignor and the Assignee jointly.

5. The Assignor agrees to assign any of the said Leases to the Assignee upon request should the Assignee deem such assignment advisable for the protection of its security, such assignment to be on a form to be prepared by the Assignee's solicitors in such case.

6. PROVIDED, however, that until notified to the contrary in writing the Lessees shall pay the rent reserved under the Leases, (but only to the extent that the same may be due and payable under the Leases) to the said Assignor and any notice to the contrary required by this proviso may be effectively given by sending the same by registered mail to any Lessee at its premises on the lands and premises described in Schedule "A" hereto or by delivering the same personally to any Lessee, or an officer of such Lessee.

7. The Assignor does hereby declare that any direction or request from the Assignee to pay the rents reserved to the Assignee shall be sufficient warrant and authority to the said Lessee to make such payments, and the payments of the said rentals to the Assignee shall be and operate as a discharge of the said rents to the said Lessee.

8. The Assignor covenants and agrees with the Assignee not to renew nor extend any of the Leases at rentals reserved and payable of lesser amounts than are now reserved and payable under such Leases unless compelled to do so as the result of an Arbitration Award, or with the consent of the Assignee.

9. The Assignee covenants and agrees with the Assignor to release this Assignment of Rents upon payment in full of the Mortgage in accordance with the terms thereof and that the Assignee will, at the request and cost of the Assignor, reassign any unmatured rents to the Assignor. In the absence of such a request the delivery to the Assignor of a discharge or cessation of the Mortgage shall operate as a release and reassignment of such rents.

10. The Assignor hereby covenants and agrees to and with the Assignee that this Assignment and everything herein contained shall be irrevocable without the consent of the Assignee.

11. PROVIDED that nothing in this Indenture contained shall be deemed to have the effect of making the Assignee responsible for the collection of the said rents or any part thereof or for the performance of any covenants, terms or conditions either by the Assignor or by the Lessees contained in any of the said Leases, and that the Assignee shall not by virtue of these presents be deemed a mortgagee in possession of the lands and premises described in Schedule "A" hereto and the Assignee shall not be liable to account for any monies other than those actually received by it by virtue of these presents.

12. IT IS AGREED that waiver of or failure to enforce at any time or from time to time any of the rights of the Assignee under or by virtue of this Indenture shall not prejudice the Assignee's rights in the event of the breach, default or other occasion for the exercise of such rights again occurring.

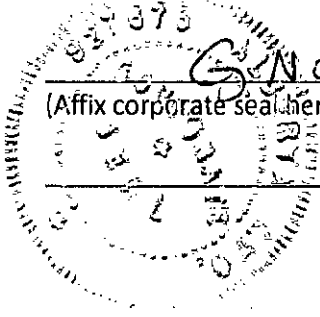
13. IT IS HEREBY DECLARED AND AGREED that these presents and everything herein contained shall enure to the benefit of and be binding upon the parties hereto and each of their respective successors and assigns.

IN WITNESS WHEREOF the Assignor has hereunto affixed its corporate seal under the hands of its proper signing officers duly authorized in that behalf.

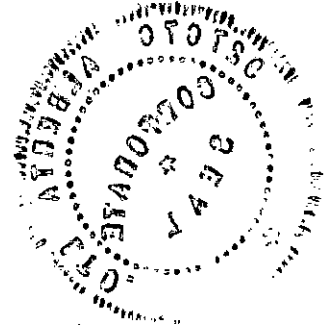
SIGNED, SEALED AND DELIVERED

927676 ALBERTA LTD.

Per *G. N. Jones*
(Affix corporate seal here)
Per _____



Witness if executed without a corporate seal



(execute if signed by individuals or without a corporate seal)

AFFIDAVIT OF EXECUTION

CANADA) I, _____ (Witness – print name)
PROVINCE OF ALBERTA) of the City of _____, Province of Alberta
TO WIT:) MAKE OATH AND SAY:

- 1. That I was personally present and did see _____ named in the within instrument who is/are known to me to be the persons named therein, duly sign, seal and execute the same for the purpose named therein.
- 2. That the same was executed at the City of _____, Province of Alberta, and that I am the subscribing witness thereto.
- 3. That I know the said parties and he/she is/they are in my belief of the full age of eighteen years.

Sworn before me at City of _____)
Province of Alberta, on _____, 2016.)
)
) _____
) Witness signature

A Commissioner for Oaths in and for
the Province of Alberta

**AFFIDAVIT VERIFYING
CORPORATE SIGNING AUTHORITY**

I, _____ (name of officer or director) of the City of _____
Province of Alberta, MAKE OATH AND SAY:

- 1. I am an officer or a director of 927676 ALBERTA LTD. named in the within or annexed instrument.
- 2. I am authorized by the corporation to execute the instrument without affixing a corporate seal.

Sworn before me at City of _____)
Province of Alberta, on _____, 2016.)
)
) _____
)

A Commissioner for Oaths in and for
the Province of Alberta

SCHEDULE "A"

Description of Property

PLAN B
BLOCK 12
LOT 67
EXCEPTING THEREOUT ALL MINES AND MINERALS

SCHEDULE "B"

LESSEE

**LEASE DATE
(MM/DD/YYYY)**

**EXPIRY DATE
(MM/DD/YYYY)**

REGISTRATION NO.



162345434

162345434 REGISTERED 2016 12 08

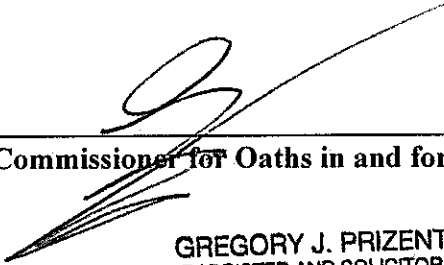
CAVE - CAVEAT

DOC 2 OF 4 DRR#: D0ED5AB ADR/EDMMACMI

LINC/S: 0013118385

2

This is Exhibit "E" referred to
in the Affidavit of Debra Cerny
Sworn before me this 24th day of August, 2022



A Commissioner for Oaths in and for Alberta

GREGORY J. PRIZENT
BARRISTER AND SOLICITOR

2010/03/24 4 4 4 1949

SITE SPECIFIC SECURITY AGREEMENT

1. SECURITY INTEREST

(a) For value received, the undersigned ("Debtor"), hereby grants to **Royal Bank of Canada** (the "Lender"), having a place of business at 36 York Mills Road, 4th Floor, Toronto, Ontario, M2P 0A4, a security interest (the "Security Interest") in the undertaking of Debtor and in all of Debtor's present and after acquired personal property consisting of all Goods (including all parts, accessories, attachments, special tools, additions and accessions thereto), Chattel Paper, Documents of Title (whether negotiable or not), Instruments, Intangibles, Money and Securities now owned or hereafter owned or acquired by or on behalf of Debtor (including such as may be returned to or repossessed by Debtor) now or hereafter situate on, used in connection with or arising from the business or affairs carried on, at or about the real property located at or about **10018 – 112 Street NW, Edmonton, Alberta, legally described as Plan B, Block 12, Lot 67, Excepting thereout all mines and minerals** (the "Mortgaged Property") and in all proceeds and renewals thereof, accretions thereto and substitutions therefore (hereinafter collectively called "Collateral"), and as further general and continuing security for the Debtor's indebtedness to the Lender the Debtor hereby assigns the Collateral to the Lender and mortgages and charges the Collateral as and by way of a fixed and specific mortgage and charge to the Lender. The Security Interest hereby created shall include such assignment, mortgage and charge. Without limiting the generality of the foregoing, the Collateral includes all of the following now owned or hereafter owned or acquired by or on behalf of Debtor now or hereafter situate on, used in connection with or arising from the business or affairs carried on at the Mortgaged Property or the business or operations of the Debtor related to the Mortgaged Property:

- (i) all Inventory of whatever kind;
- (ii) all equipment (other than Inventory) of whatever kind, including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatsoever nature or kind;
- (iii) all Accounts and book debts and generally all debts, dues, claims, choses in action and demands of every nature and kind including letters of credit and advices of credit, which are now due, owing or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by Debtor ("Debts");
- (iv) all deeds, documents, writings, papers, books of account and other books relating to or being records of Debts, Chattel Paper or Documents or Title or by which such are or may hereafter be secured, evidenced, acknowledged or made payable;
- (v) all lists, records and files relating to Debtor's customers, clients and patients; and
- (vi) all property described in Schedule "C" or any schedule now or hereafter annexed hereto.

(b) The Security Interest granted hereby shall not extend or apply to and Collateral shall not include the last day of the term of any lease or agreement therefor but upon the enforcement of the Security Interest, Debtor shall stand possessed of such last day in trust to assign the same to any person acquiring such term in the course of the enforcement of the said Security Interest; nor shall the Security Interest render the Lender liable to observe or perform any term, covenant or condition of any agreement, documents or instrument to which the Debtor is a party or by which it is bound.

(c) The terms "Goods", "Chattel Paper", "Document of Title", "Instrument", "Intangible", "Security", "proceed", "Inventory", "accession", "Money", "Account", "financing statement" and "financing change statement" whenever used herein shall be interpreted pursuant to their respective meanings when used in The Personal Property Security Act of the province referred to in Clause 14(s), as amended from time to time, which Act, including amendments thereto and any Act substituted therefor and amendments thereto is herein referred to as the "P.P.S.A.". Provided always that the term "Goods" when used herein shall not include "consumer goods" of

00203805v1

Debtor as that term is defined in the P.P.S.A.. Any reference herein to "collateral" shall, unless the context otherwise requires, be deemed a reference to "Collateral or any part thereof".

(d) The Debtor and the Lender acknowledge and agree that the Security Interest is taken over all of the Debtor's present and after acquired personal property except: (i) Goods not ordinarily located on the Mortgaged Property; and (ii) Accounts, Chattel Paper, Documents of Title (whether negotiable or not), Instruments, Intangibles, Money and Securities not used in connection with, or not arising from, the Mortgaged Property or the business or affairs carried on at the Mortgaged Property.

2. INDEBTEDNESS SECURED

The Security Interest granted hereby secures payment and performance of any and all obligations, indebtedness and liability of Debtor to the Lender (including interest thereon) present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever incurred and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again, and whether Debtor be bound alone or with another or others and whether as principal or surety (hereinafter collectively called the "Indebtedness"). If the Security Interest in the Collateral is not sufficient, in the event of default, to satisfy all Indebtedness of the Debtor, the Debtor acknowledges and agrees that Debtor shall continue to be liable for any Indebtedness remaining outstanding and the Lender shall be entitled to pursue full payment thereof.

3. REPRESENTATIONS AND WARRANTIES OF DEBTOR

Debtor represents and warrants and so long as this Security Agreement remains in effect shall be deemed to continuously represent and warrant that:

(a) the Collateral is genuine and owned by Debtor free of all security interests, mortgages, liens, claims, charges, licenses, leases, infringements by third parties, encumbrances or other adverse claims or interests (hereinafter collectively called "Encumbrances"), save for the Security Interest and those Encumbrances shown on Schedule "A" or hereafter approved in writing by the Lender, prior to their creation or assumption;

(b) each Debt, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "Account Debtor"), and the amount represented by Debtor to the Lender from time to time as owing by each Account Debtor or by all Account Debtors will be the correct amount actually and unconditionally owing by such Account Debtor or Account Debtors, except for normal cash discounts where applicable, and no Account Debtor will have any defence, set off, claim or counterclaim against Debtor which can be asserted against the Lender, whether in any proceeding to enforce Collateral or otherwise;

(c) the locations specified in Schedule "B" as to business operations and records are accurate and complete and with respect to Goods (including Inventory) constituting Collateral, the locations specified in Schedule "B" are accurate and complete save for Goods in transit to such locations and Inventory on lease or consignment; and all fixtures or Goods about to become fixtures and all crops and all oil, gas or other minerals to be extracted and all timber to be cut which forms part of the Collateral will be situate at one of such locations;

(d) the execution, delivery and performance of the obligations under this Security Agreement and the creation of any security interest in or assignment hereunder of Debtor's rights in the Collateral to the Lender will not result in a breach of any agreement to which Debtor is a party; and

(e) None of the Collateral in existence on the date hereof (i) is incapable of being assigned or otherwise secured in favour of the Lender in accordance with the provisions of this Security Agreement; (ii) is incapable of further assignment or security granted by the Lender or by any Receiver (as that term is defined in section 13(b) herein) after default; or (iii) requires the consent of any third party to the security interest granted hereby, except for any consent that has already been obtained. The Debtor covenants with the Lender that no

Collateral will be hereafter obtained or agreed to by the Debtor which is not secured in favour of the Lender in accordance with the provisions hereof or which requires the consent of any third party to any such security.

4. COVENANTS OF THE DEBTOR

So long as this Security Agreement remains in effect Debtor covenants and agrees:

(a) to defend the Collateral against the claims and demands of all other parties claiming the same or an interest therein; to diligently initiate and prosecute legal action against all infringers of Debtor's rights in Intellectual Property; to take all reasonable action to keep the Collateral free from all Encumbrances, except for the Security Interest, licenses which are compulsory under federal or provincial legislation and those shown on Schedule "A" or hereafter approved in writing by the Lender, prior to their creation or assumption, and not to sell, exchange, transfer, assign, lease, license or otherwise dispose of Collateral or any interest therein without the prior written consent of the Lender; provided always that, until default, Debtor may, in the ordinary course of Debtor's business, sell or lease Inventory and, subject to Clause 7 hereof, use Money available to Debtor;

(b) to notify the Lender promptly of:

- (i) any change in the information contained herein or in the Schedules hereto relating to Debtor, Debtor's business or Collateral,
- (ii) the details of any significant acquisition of Collateral,
- (iii) the details of any claims or litigation affecting Debtor or Collateral,
- (iv) any loss or damage to Collateral,
- (v) any default by any Account Debtor in payment or other performance of its obligations with respect to Collateral, and
- (vi) the return to or repossession by Debtor of Collateral;

(c) to keep Collateral in good order, condition and repair and not to use Collateral in violation of the provisions of this Security Agreement or any other agreement relating to Collateral or any policy insuring Collateral or any applicable statute, law, by-law, rule, regulation or ordinance;

(d) to do, execute, acknowledge and deliver such financing statements, financing change statements and further assignments, transfers, documents, acts, matters and things (including further schedules hereto) as may be reasonably requested by the Lender of or with respect to Collateral in order to give effect to these presents and to pay all costs for searches and filings in connection therewith;

(e) to pay all taxes, rates, levies, assessments and other charges of every nature which may be lawfully levied, assessed or imposed against or in respect of Debtor or Collateral as and when the same become due and payable;

(f) to insure Collateral in such amounts and against such risks as would customarily be insured by a prudent owner of similar Collateral and in such additional amounts and against such additional risks as the Lender may from time to time direct, with loss payable to the Lender and Debtor, as insured, as their respective interests may appear, and to pay all premiums therefor and deliver copies of policies and evidence of renewal to the Lender on request;

(g) to prevent Collateral, save Inventory sold or leased as permitted hereby, from being or becoming an accession to other property not covered by this Security Agreement;

(h) to carry on and conduct the business of Debtor in a proper and efficient manner and so as to protect and preserve Collateral and to keep, in accordance with generally accepted accounting principles, consistently applied, proper books of account for Debtor's business as well as accurate and complete records concerning Collateral, and mark any and all such records and Collateral at the Lender's request so as to indicate the Security Interest;

(i) to deliver to the Lender from time to time promptly upon request:

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- (i) any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to Collateral,
- (ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to Collateral for the purpose of inspecting, auditing or copying the same,
- (iii) all financial statements prepared by or for Debtor regarding Debtor's business,
- (iv) all policies and certificates of insurance relating to Collateral, and
- (v) such information concerning Collateral, the Debtor and Debtor's business and affairs as the Lender may reasonably request.

5. USE AND VERIFICATION OF COLLATERAL

Subject to compliance with Debtor's covenants contained herein and Clause 7 hereof, Debtor may, until default, possess, operate, collect, use and enjoy and deal with Collateral in the ordinary course of Debtor's business in any manner not inconsistent with the provisions hereof, provided always that the Lender shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner the Lender may consider appropriate and Debtor agrees to furnish all assistance and information and to perform all such acts as the Lender may reasonably request in connection therewith and for such purpose to grant to the Lender or its agents access to all places where Collateral may be located and to all premises occupied by Debtor.

6. SECURITIES

If Collateral at any time includes Securities, Debtor authorizes the Lender to transfer the same or any part thereof into its own name or that of its nominee(s) so that the Lender or its nominee(s) may appear of record as the sole owner thereof; provided that, until default, the Lender shall deliver promptly to Debtor all notices or other communications received by it or its nominee(s) as such registered owner and, upon demand and receipt of payment of any necessary expenses thereof, shall issue to Debtor or its order a proxy to vote and take all action with respect to such Securities. After default, Debtor waives all rights to receive any notices or communications received by the Lender or its nominee(s) as such registered owner and agrees that no proxy issued by the Lender to Debtor or its order as aforesaid shall thereafter be effective.

7. COLLECTION OF DEBTS

Before or after default under this Security Agreement, the Lender may notify all or any Account Debtors of the Security Interest and may also direct such Account Debtors to make all payments on Collateral to the Lender. Debtor acknowledges that any payments on or other proceeds of Collateral received by Debtor from Account Debtors, whether before or after notification of this Security Interest to Account Debtors and whether before or after default under this Security Agreement, shall be received and held by Debtor in trust for the Lender and shall be turned over to the Lender upon request.

Debtor authorizes the Lender to take such action or proceedings in Debtor's name and at Debtor's expense as may be necessary to collect and recover any rents.

8. INCOME FROM AND INTEREST ON COLLATERAL

(a) Until default, Debtor reserves the right to receive any Money constituting income from or interest on Collateral and if the Lender receives any such Money prior to default, the Lender shall either credit the same against the Indebtedness or pay the same promptly to Debtor.

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(b) After default, Debtor will not request or receive any Money constituting income from or interest on Collateral and if Debtor receives any such Money without any request by it, Debtor will pay the same promptly to the Lender.

9. INCREASES, PROFITS, PAYMENTS OR DISTRIBUTIONS

- (a) Whether or not default has occurred, Debtor authorizes the Lender:
- (i) to receive any increase in or profits on Collateral (other than Money) and to hold the same as part of Collateral. Money so received shall be treated as income for the purposes of Clause 8 hereof and dealt with accordingly;
 - (ii) to receive any payment or distribution upon redemption or retirement or upon dissolution and liquidation of the issuer of Collateral; to surrender such Collateral in exchange therefor and to hold any such payment or distribution as part of Collateral.

(b) If Debtor receives any such increase or profits (other than Money) or payments or distributions, Debtor will deliver the same promptly to the Lender to be held by the Lender as herein provided.

10. DISPOSITION OF MONEY

Subject to any applicable requirements of the P.P.S.A., all Money collected or received by the Lender pursuant to or in exercise of any right it possesses with respect to Collateral shall be applied on account of Indebtedness in such manner as the Lender deems best or, at the option of the Lender, may be held unappropriated in a collateral account or released to Debtor, all without prejudice to the liability of Debtor or the rights of the Lender hereunder, and any surplus shall be accounted for as required by law.

11. EVENTS OF DEFAULT

The happening of any of the following events or conditions shall constitute default hereunder which is herein referred to as "default":

(a) the nonpayment when due, whether by acceleration or otherwise, of any principal or interest forming part of Indebtedness or the failure of Debtor to observe or perform any obligation, covenant, term, provision or condition contained in this Security Agreement or any other agreement between Debtor and the Lender;

(b) the death of or a declaration of incompetency by a court of competent jurisdiction with respect to Debtor, if an individual;

(c) the bankruptcy or insolvency of Debtor; the filing against Debtor of a petition in bankruptcy; the making of an assignment for the benefit of creditors by Debtor; the appointment of a receiver or trustee for Debtor or for any assets of Debtor or the institution by or against Debtor of any other type of insolvency proceeding under the Bankruptcy and Insolvency Act or otherwise;

(d) the institution by or against Debtor of any formal or informal proceeding for the dissolution or liquidation of, settlement of claims against or winding up of affairs of Debtor;

(e) if any Encumbrance affecting Collateral becomes enforceable against Collateral;

(f) if Debtor ceases or threatens to cease to carry on business or makes or agrees to make a bulk sale of assets without complying with applicable law or commits or threatens to commit an act of bankruptcy;

(g) if any execution, sequestration, extent or other process of any court becomes enforceable against Debtor or if distress or analogous process is levied upon the assets of Debtor or any part thereof;

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(h) if any certificate, statement, representation, warranty or audit report heretofore or hereafter furnished by or on behalf of Debtor pursuant to or in connection with this Security Agreement, or otherwise (including, without limitation, the representations and warranties contained herein) or as an inducement to the Lender to extend any credit to or to enter into this or any other agreement with Debtor, proves to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or proves to have omitted any substantial contingent or unliquidated liability or claim against Debtor; or if upon the date of execution of this Security Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty or audit report, which change shall not have been disclosed to the Lender at or prior to the time of such execution.

12. ACCELERATION

The Lender, in its sole discretion, may declare all or any part of Indebtedness which is not by its terms payable on demand to be immediately due and payable, without demand or notice of any kind, in the event of default, or if the Lender considers itself insecure or that the Collateral is in jeopardy. The provisions of this clause are not intended in any way to affect any rights of the Lender with respect to any Indebtedness which may now or hereafter be payable on demand.

13. REMEDIES

(a) Upon default, the Security Interest granted hereby will at the option of the Lender in its sole discretion become immediately enforceable.

(b) Upon default, the Lender may appoint or reappoint by instrument in writing, any person or persons, whether an officer or officers or an employee or employees of the Lender or not, to be a receiver or receivers (hereinafter called a "Receiver", which term when used herein shall include a receiver and manager) of Collateral (including any interest, income or profits therefrom) and may remove any Receiver so appointed and appoint another in his/her stead. Any such Receiver shall, so far as concerns responsibility for his/her acts, be deemed the agent of Debtor and not the Lender, and the Lender shall not be in any way responsible for any misconduct, negligence or non-feasance on the part of any such Receiver, his/her servants, agents or employees. Subject to the provisions of the instrument appointing him/her, any such Receiver shall have power to take possession of Collateral, to preserve Collateral or its value, to carry on or concur in carrying on all or any part of the business of Debtor and to sell, lease, license or otherwise dispose of or concur in selling, leasing, licensing or otherwise disposing of Collateral. To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others, including Debtor, enter upon, use and occupy all premises owned or occupied by Debtor wherein Collateral may be situate, maintain Collateral upon such premises, borrow Money on a secured or unsecured basis and use Collateral directly in carrying on Debtor's business or as security for loans or advances to enable the Receiver to carry on Debtor's business or otherwise, as such Receiver shall, in its discretion, determine. Except as may be otherwise directed by the Lender, all Money received from time to time by such Receiver in carrying out his/her appointment shall be received in trust for and paid over to the Lender. Every such Receiver may, in the discretion of the Lender, be vested with all or any of the rights and powers of the Lender.

(c) Upon default, the Lender may, either directly or through its agents or nominees, exercise any or all of the powers and rights given to a Receiver by virtue of the foregoing sub-clause (b).

(d) The Lender may take possession of, collect, demand, sue on, enforce, recover and receive Collateral and give valid and binding receipts and discharges therefor and in respect thereof and, upon default, the Lender may sell, license, lease or otherwise dispose of Collateral in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as to the Lender may seem reasonable.

(e) In addition to those rights granted herein and in any other agreement now or hereafter in effect between Debtor and the Lender and in addition to any other rights the Lender may have at law or in equity, the Lender shall have, both before and after default, all rights and remedies of a secured party under the P.P.S.A. Provided always, that the Lender shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease, license or otherwise dispose of Collateral or to institute any

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and may endorse Debtor's name on any and all cheques, commercial paper, and any other Instruments pertaining to or constituting Collateral.

(e) No delay or omission by the Lender in exercising any right or remedy hereunder or with respect to any Indebtedness shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Furthermore, the Lender may remedy any default by Debtor hereunder or with respect to any Indebtedness in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by Debtor. All rights and remedies of the Lender granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.

(f) Debtor waives protest of any Instrument constituting Collateral at any time held by the Lender on which Debtor is in any way liable and, subject to Clause 13(h) hereof, notice of any other action taken by the Lender.

(g) This Security Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. In any action brought by an assignee of this Security Agreement and the Security Interest or any part thereof to enforce any rights hereunder, Debtor shall not assert against the assignee any claim or defence which Debtor now has or hereafter may have against the Lender. If more than one Debtor executes this Security Agreement the obligations of such Debtors hereunder shall be joint and several.

(h) The Lender may provide any financial and other information it has about Debtor, the Security Interest and the Collateral to any one acquiring or who may acquire an interest in the Security Interest or the Collateral from the Lender or any one acting on behalf of the Lender.

(i) Save for any schedules which may be added hereto pursuant to the provisions hereof, no modification, variation or amendment of any provision of this Security Agreement shall be made except by a written agreement, executed by the parties hereto and no waiver of any provision hereof shall be effective unless in writing.

(j) Subject to the requirements of Clauses 13(h) and 14(k) hereof, whenever either party hereto is required or entitled to notify or direct the other or to make a demand or request upon the other, such notice, direction, demand or request shall be in writing and shall be sufficiently given, in the case of the Lender, if delivered to it or sent by prepaid registered mail addressed to it at its address herein set forth or as changed pursuant hereto, and, in the case of Debtor, if delivered to it or if sent by prepaid registered mail addressed to it at its last address known to the Lender. Either party may notify the other pursuant hereto of any change in such party's principal address to be used for the purposes hereof.

(k) This Security Agreement and the security afforded hereby is in addition to and not in substitution for any other security now or hereafter held by the Lender and is intended to be a continuing Security Agreement and shall remain in full force and effect until the Manager or Acting Manager from time to time of the place of business of the Lender mentioned in section 1(a) shall actually receive written notice of its discontinuance; and, notwithstanding such notice, shall remain in full force and effect thereafter until all Indebtedness contracted for or created before the receipt of such notice by the Lender, and any extensions or renewals thereof (whether made before or after receipt of such notice) together with interest accruing thereon after such notice, shall be paid in full.

(l) The headings used in this Security Agreement are for convenience only and are not to be considered a part of this Security Agreement and do not in any way limit or amplify the terms and provisions of this Security Agreement.

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

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(n) In the event any provisions of this Security Agreement, as amended from time to time, shall be deemed invalid or void, in whole or in part, by any Court of competent jurisdiction, the remaining terms and provisions of this Security Agreement shall remain in full force and effect.

(o) Nothing herein contained shall in any way obligate the Lender to grant, continue, renew, extend time for payment of or accept anything which constitutes or would constitute Indebtedness.

(p) The Security Interest created hereby is intended to attach when this Security Agreement is signed by Debtor and delivered to the Lender.

(q) Debtor acknowledges and agrees that in the event it amalgamates with any other company or companies it is the intention of the parties hereto that the term "Debtor" when used herein shall apply to each of the amalgamating companies and to the amalgamated company, such that the Security Interest granted hereby

- (i) shall extend to "Collateral" (as that term is herein defined) owned by each of the amalgamating companies and the amalgamated company at the time of amalgamation and to any "Collateral" thereafter owned or acquired by the amalgamated company, and
- (ii) shall attach to "Collateral" owned by each company amalgamating with Debtor, and by the amalgamated company, at the time of the amalgamation, and shall attach to any "Collateral" thereafter owned or acquired by the amalgamated company when such becomes owned or is acquired.

(r) In the event that Debtor is a body corporate, it is hereby agreed that The Limitation of Civil Rights Act of the Province of Saskatchewan, or any provision thereof, shall have no application to this Security Agreement or any agreement or instrument renewing or extending or collateral to this Security Agreement. In the event that Debtor is an agricultural corporation within the meaning of The Saskatchewan Farm Security Act, Debtor agrees with the Lender that all of Part IV (other than Section 46) of that Act shall not apply to Debtor.

(s) This Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of Alberta, as those laws may from time to time be in effect, including where applicable, the P.P.S.A.

15. COPY OF AGREEMENT

(a) Debtor hereby acknowledges receipt of a copy of this Security Agreement.

(b) Debtor waives Debtor's right to receive a copy of any financing statement or financing change statement registered by the Lender or of any verification statement with respect to any financing statement or financing change statement registered by the Lender. (Applies in all P.P.S.A. Provinces except Ontario).

16. Debtor represents and warrants that the following information is accurate:

INDIVIDUAL DEBTOR

SURNAME (LAST NAME)	FIRST NAME	SECOND NAME	BIRTH DATE: YR / MO / DAY
ADDRESS OF INDIVIDUAL DEBTOR	CITY	PROVINCE	POSTAL CODE
SURNAME (LAST NAME)	FIRST NAME	SECOND NAME	BIRTH DATE: YR / MO / DAY

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ADDRESS OF INDIVIDUAL DEBTOR	CITY	PROVINCE	POSTAL CODE

BUSINESS DEBTOR

NAME OF BUSINESS DEBTOR			
927676 ALBERTA LTD.			
ADDRESS OF BUSINESS DEBTOR	CITY	PROVINCE	POSTAL CODE
408 Otter Street, PO Box 875	Banff	Alberta	T1L 1A9
NAME OF BUSINESS DEBTOR			
ADDRESS OF BUSINESS DEBTOR	CITY	PROVINCE	POSTAL CODE
NAME OF BUSINESS DEBTOR			
ADDRESS OF BUSINESS DEBTOR	CITY	PROVINCE	POSTAL CODE

IN WITNESS WHEREOF the Debtor has executed this Security Agreement this 2 day of November 2016.

927676 ALBERTA LTD.

By: G. Nobes

Title: _____

Witness (if executed without a Corporate Seal)

By: _____

Title: _____

I / We have the authority to bind the Corporation

SCHEDULE "A"

(ENCUMBRANCES AFFECTING COLLATERAL)

NIL

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SCHEDULE "B"

1. Locations of Debtor's Business Operations

408 Otter Street, PO Box 875, Banff, Alberta, T1L 1A9

2. Locations of Records relating to Collateral (if different from 1. above)

302, 7 St. Anne Street, St. Albert, Alberta, T8N 2X4

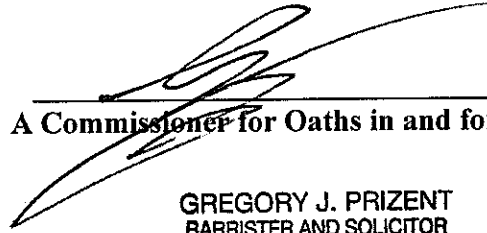
3. Locations of Collateral (if different from 1. above)

10018 – 112 Street NW, Edmonton, Alberta, T5K 1L9

SCHEDULE "C"
(DESCRIPTION OF PROPERTY)

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This is Exhibit "F" referred to
in the Affidavit of Debra Cerny
Sworn before me this 24th day of August, 2022



A Commissioner for Oaths in and for Alberta

GREGORY J. PRIZENT
BARRISTER AND SOLICITOR

2017/03/24

GUARANTEE OF MORTGAGE

WHEREAS:

A. Royal Bank of Canada (the "**Mortgagee**") has agreed or is about to advance to 927676 ALBERTA LTD. (the "**Mortgagor**") a loan up to the amount (for principal monies) of ONE MILLION DOLLARS (\$1,000,000.00) (any such loan as advanced at any time or from time to time being hereinafter referred to as the "**Loan**" and the principal amount thereof being hereinafter referred to as the "**Principal Amount**");

B. The Mortgagor has agreed to pay interest on the Loan at a rate (the "**Mortgage Interest Rate**") equal to *(i) 18.0% per annum, calculated semi-annually not in advance OR (ii) the Prime Rate of Royal Bank of Canada as the same will vary from time to time, plus _____% per annum, calculated monthly not in advance OR (iii) (insert applicable rate if other than (i) or (ii)) _____;

C. It is intended that the Loan will be secured by a mortgage (such mortgage as hereinafter amended, extended, varied or otherwise modified being hereinafter referred to as the "**Mortgage**") covering certain lands and premises (the "**Mortgaged Premises**") being legally described as:

PLAN B
BLOCK 12
LOT 67
EXCEPTING THEREOUT ALL MINES AND MINERALS

D. It is a condition precedent of any advance of the Loan that the undersigned (hereinafter referred to as the "**Guarantor**", which expression, if there is more than one undersigned, shall include all of them jointly and each of them severally) enter into this Guarantee in favour of the Mortgagee.

NOW THEREFORE for valuable consideration (receipt of which is hereby acknowledged) and in compliance with the aforesaid condition precedent, the Guarantor and each of them (if more than one) hereby agrees as follows:

Each Guarantor hereby:

- (a) guarantees the payment on demand by the Mortgagor to the Mortgagee of all of the Principal Amount and other liabilities of the Mortgagor secured or payable under the Mortgage, present or future, direct or indirect, absolute or contingent, matured or not, including, without limitation, principal, interest, taxes, fees and expenses as and when the same are due and payable under the Mortgage (the "**Guaranteed Amounts**"), and
- (b) covenants and agrees to perform on demand all other covenants and obligations of the Mortgagor under the Mortgage as and when the same are required to be observed or performed under the Mortgage (the "**Guaranteed Covenants**"),

~~**provided that the liability of the Guarantor under this Guarantee in respect of the Guaranteed Amounts shall be limited to \$ _____, together with interest after the date of demand for payment at the Mortgage Interest Rate, and any legal costs (on a solicitor and its own client basis) and expenses incurred in recovering or attempting to recover amounts under this Guarantee.~~

The obligations of the Mortgagor to pay the Guaranteed Amounts and perform and observe the Guaranteed Covenants are hereinafter collectively referred to as the "**Guaranteed Obligations**", and this guarantee is hereinafter referred to as the "**Guarantee**".

If there is more than one Guarantor, the obligations of the Guarantors under this Guarantee shall be joint and several and any reference herein to "the Guarantor" is to each and every such Guarantor.

*Delete inapplicable options

**Delete if not applicable. To be used for limited guarantee only.

If any monies or amounts expressed to be owing or payable under this Guarantee by the Guarantor are not recoverable from the Guarantor, or any of them, on the footing of a guarantee for any reason whatever, such monies or amounts may be recovered from the Guarantor, or any of them, as a primary obligor and principal debtor in respect of such monies or amounts, regardless of whether such monies or amounts are recoverable from the Mortgagor or would be payable by the Mortgagor to the Mortgagee. For greater certainty, but without restricting the generality of the foregoing, if the Mortgagee is prevented or restricted from exercising its rights or remedies with respect to any of the Guaranteed Obligations, including, without limitation, the right of acceleration, the right to be paid interest at the Mortgage Interest Rate in respect of the Guaranteed Obligations or the right to enforce or exercise any other right or remedy with respect to the Guaranteed Obligations, the Guarantor agrees to pay the amount that would otherwise have been due and payable had the Mortgagee been permitted to exercise such rights and remedies in accordance with the terms agreed to between the Mortgagor and Mortgagee; provided, however, that the foregoing characterization of the liability of the Guarantor as that of a primary obligor and principal debtor is not intended and shall not be interpreted to confer on the Guarantor, or any of them, any right, benefit or advantage that the Guarantor would not otherwise have in the absence of such characterization.

Without giving notice to or obtaining the consent or concurrence of any Guarantor, the Mortgagee may:

- (a) grant any time, indulgences, waivers or extensions of time for payment of any of the Guaranteed Obligations;
- (b) grant any renewals or extensions of the Mortgage with or without a change in the Mortgage Interest Rate or in any other terms or conditions of the Mortgage and whether by express agreement signed by the Mortgagor or otherwise;
- (c) change the interest rate provided in the Mortgage, either during the initial term of the Mortgage or in any subsequent extension or renewal term, whether by way of increase, decrease, or change in the reference rate by which the interest rate is calculated or determined; change from a fixed rate to a variable or floating rate, or from a variable or floating rate to a fixed rate, or otherwise;
- (d) change the amortization of the Mortgage, whether by way of increase or decrease;
- (e) otherwise amend, supplement, modify, vary or otherwise change any of the terms or conditions of the Mortgage in any manner whatever;
- (f) release or discharge from the Mortgage the whole or any part of the Mortgaged Premises;
- (g) accept compositions, compromises or proposals from the Mortgagor or otherwise deal with the Mortgagor or any other person (including without limitation, the Guarantor or any other Guarantor of the Guaranteed Obligations), any security (including, without limitation, the Mortgage) or the Mortgaged Premises as the Mortgagee sees fit, including, without limitation, realizing on, releasing, accepting substitutions for or replacing any of the security for the Guaranteed Obligations;
- (h) release or discharge any Guarantor or one or more other co-covenantors or Guarantors or Mortgagors in respect of the Mortgage whether under this Guarantee or otherwise; or
- (i) release any subsequent legal or beneficial owner of the Mortgaged Premises from any liability for the Guaranteed Obligations, or any of them, or refrain from requiring any such owner to assume any such liability;

and none of the foregoing actions shall in any way lessen, limit or otherwise affect the obligations or liability of any Guarantor under this Guarantee, regardless of whether any such action has the effect of amending or varying the Mortgage or increasing, expanding or otherwise altering the nature, effect, term, extent or scope of the Guaranteed Obligations. The Guaranteed Obligations and the liability of each Guarantor under this Guarantee shall extend to and include the obligations of the Mortgagor under the Mortgage as so

2017/03/24 4 4 8 4 1 6 7 2

amended, renewed, extended, or varied and the Guaranteed Obligations as so increased, expanded or altered without further action on the part of the Mortgagee or the consent or concurrence of any Guarantor; and for greater certainty and without limiting the foregoing, if the interest rate provided in the Mortgage is increased or otherwise altered, the Guaranteed Obligations and the liability of each Guarantor under this Guarantee shall be extended to and include the obligation of the Mortgagor to pay interest at such increased or altered rate.

The obligations of the Guarantor under this Guarantee shall be unaffected by:

- (a) any lack or limitation of status or power, disability, incapacity, death, dissolution or other circumstances relating to the Mortgagor, any Guarantor or any other party;
- (b) any irregularly, defect, unenforceability or invalidity in respect of the Mortgage or any indebtedness, liability or other obligation of the Mortgagor or any other party;
- (c) any release or discharge of the Guaranteed Obligations, except by reason of their irrevocable payment and satisfaction in full;
- (d) any judgment obtained against the Mortgagor, or the taking, enforcing, exercising or realizing on, or refusing or neglecting to take, enforce, exercise or realize on, or negligence in taking, enforcing, exercising or realizing on, any security (including without limitation any money on deposit and any guarantee) or any right or remedy, from or against the Mortgagor or any other party or their respective assets or releasing or discharging, or failing, refusing or neglecting to maintain, protect, renew or perfect, any security (including without limitation any money on deposit or any guarantee) or any right or remedy;
- (e) any change in the name, control, objects, business, assets, capital structure, or constitution of the Mortgagor or any Guarantor, or any merger or amalgamation of the Mortgagor or any Guarantor whether or not under the laws of a jurisdiction other than the jurisdiction under which the Mortgagor or Guarantor was originally formed, or any change in the membership of the Mortgagor or any Guarantor, if a partnership, through the death, retirement or introduction of one or more partners, or otherwise; and each reference to the "Mortgagor" or the "Guarantor" in this Guarantee will be deemed to include each corporation and each partnership resulting from any of the foregoing;
- (f) any law, regulation or decree now or hereafter in effect which might in any manner affect any of the terms or provisions of the Mortgage or this Guarantee, or the Mortgagor or any Guarantor;
- (g) any failure on the part of the Mortgagee to perfect, maintain or enforce its rights whether due to its default, negligence or otherwise on the part of the Mortgagee with respect to the Mortgage, or any other security granted to the Mortgagee relating to the Mortgage; and
- (h) any other circumstances whatsoever (with or without notice to or the knowledge of the Guarantor) which may or might in any manner or to any extent vary the risk of the Guarantor under this Guarantee, or might otherwise constitute a legal or equitable discharge of a surety or guarantor;

it being the purpose and intent of each Guarantor that the liabilities and obligations of each Guarantor under this Guarantee shall be absolute and unconditional under any and all circumstances.

Unless and until all Guaranteed Obligations have been irrevocably paid and satisfied in full and the Mortgagee shall have no further obligation to advance any further monies to the Mortgagor, the Guarantor shall not be subrogated to any of the rights or claims of the Mortgagee in respect of any of the Guaranteed Obligations, or under any security agreement or guarantee or other instrument which may at any time be held by or on behalf of the Mortgagee, and the Guarantor shall not seek any reimbursement from the Mortgagor.

2017/03/24 4 841973

The obligations of the Guarantor under this Guarantee shall continue to be effective or shall be reinstated, as the case may be, if at any time any payment which would otherwise have reduced the obligations of the Guarantor or any of them under the Mortgage (whether such payment shall have been made by or on behalf of the Mortgagor or the Guarantor or any of them) is rescinded, or is reclaimed from the Mortgagee, upon the insolvency, bankruptcy, liquidation, dissolution or reorganization of the Mortgagor or the Guarantor or any of them, or for any other reason.

The Mortgagee shall have no obligation to enforce any rights or remedies or security or guarantees or to take any other steps against the Mortgagor or any other party or any assets of the Mortgagor or any other party before being entitled to demand payment or performance by any Guarantor of its obligations under this Guarantee. Each Guarantor hereby waives all benefit of discussion and division.

Any Guarantor may, by notice in writing delivered to the Mortgagee at the address for service stated in the Mortgage, terminate the Guarantor's liability under this Guarantee with effect from and after the date (the "Termination Date") that is thirty (30) days following the date of such notice in respect of Guaranteed Obligations incurred or arising at any time on or after the Termination Date but not in respect of any Guaranteed Obligations incurred, arising or existing before the Termination Date, even though not then matured. Notwithstanding the foregoing, the Mortgagee may fulfill any requirements of the Mortgagor under the Mortgage or any advance of all or part of the Principal Amount requested by the Mortgagor prior to the receipt of such notice and any liabilities of the Mortgagor resulting from such fulfillment shall be added to the Guaranteed Obligations and shall be secured by the Mortgage and by this Guarantee. Termination of the liability of one or more of the Guarantors shall not affect the liability of any other Guarantor.

Each Guarantor shall indemnify and save harmless the Mortgagee from and against all losses, damages, costs and expenses which the Mortgagee may sustain, incur or become liable for by reason of:

- (a) the failure, for any reason whatever, of the Mortgagor to pay any amounts expressed to be payable pursuant to the provisions of the Mortgage, regardless of whether the Mortgagor's obligation to pay such amounts is valid or enforceable against the Mortgagor;
- (b) the failure, for any reason whatever, of the Mortgagor to perform any other obligation under the Mortgage; or
- (c) any act, action or proceeding of or by the Mortgagee for or in connection with the recovery of such amounts or the performance of such obligations.

Each Guarantor acknowledges that the Mortgagee may transfer or assign the Mortgage without notice to the Mortgagor or any Guarantor. Each Guarantor agrees that the Mortgagee may disclose to a third party any information relating to the Mortgage, including any financial information relating to the Mortgaged Premises, the Mortgagor or any Guarantor as may be required in order to effect the aforementioned transactions.

In the event that any Guarantor is a corporation, it shall provide to the Mortgagee audited financial statements within one hundred twenty (120) days after its fiscal year-ends for the duration of the term of this Mortgage. In the event that any Guarantor is an individual, he/she shall provide to the Mortgagee a statement of net worth, a copy of current tax returns and a copy of assessment notices received from Canada Customs and Revenue Agency (or a successor agency), in each case by May 30th of each year during the term of this Mortgage.


The "Prime Rate of Royal Bank of Canada" means the annual rate of interest announced from time to time by Royal Bank of Canada as being its reference rate then in effect for determining interest rates on Canadian dollar denominated commercial loans made by Royal Bank of Canada in Canada.

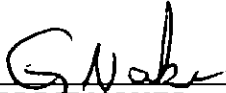
Each Guarantor acknowledges receipt of a copy of the Mortgage, including the Standard Form Mortgage Terms forming a part thereof.

This Guarantee shall be governed by and construed in accordance with the laws of the Province of Alberta.

This Guarantee shall be operative and binding upon every Guarantor hereto upon execution and delivery of this Guarantee by such Guarantor regardless of whether it has been executed by any other proposed Guarantor or Guarantors.

Executed at Canmore, Alberta this 2 day of November, 2016.

Witness 


GEORDE NOKES

2017-11-03 14:44:19

This is Exhibit "G" referred to
in the Affidavit of Debra Cerny
Sworn before me this 24th day of August, 2022



A Commissioner for Oaths in and for Alberta

GREGORY J. PRIZENT
BARRISTER AND SOLICITOR



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0013 118 385 NB;12;67 042 167 114

LEGAL DESCRIPTION

PLAN B
BLOCK 12
LOT 67
EXCEPTING THEREOUT ALL MINES AND MINERALS

ATS REFERENCE: 4;24;52;HB
ESTATE: FEE SIMPLE

MUNICIPALITY: CITY OF EDMONTON

REFERENCE NUMBER: 902 201 678

REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
042 167 114	30/04/2004	TRANSFER OF LAND	\$590,000	\$590,000

OWNERS

927676 ALBERTA LTD.
OF BOX 875
BANFF
ALBERTA T1L 1A9

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
002 027 402	01/02/2000	CAVEAT RE : LEASE CAVEATOR - COINAMATIC CANADA INC. 301 MATHESON BLVD W MISSISSAUGA ONTARIO L5R3G3 (DATA UPDATED BY: TRANSFER OF CAVEAT 162269098)

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

042 167 114

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
072 416 632	13/07/2007	CAVEAT RE : LEASE INTEREST CAVEATOR - COINAMATIC CANADA INC. 10011-56 AVE EDMONTON ALBERTA T6E5L7
162 345 433	08/12/2016	MORTGAGE MORTGAGEE - ROYAL BANK OF CANADA. 36 YORK MILLS RD, 4TH FLR. TORONTO ONTARIO M2P0A4 ORIGINAL PRINCIPAL AMOUNT: \$1,000,000
162 345 434	08/12/2016	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - ROYAL BANK OF CANADA. 36 YORK MILLS RD, 4TH FLR. TORONTO ONTARIO M2P0A4 AGENT - JONATHAN D WARREN.
162 345 435	08/12/2016	POSTPONEMENT OF CAVE 002027402 TO MORT 162345433 CAVE 162345434
162 345 436	08/12/2016	POSTPONEMENT OF CAVE 072416632 TO MORT 162345433 CAVE 162345434
202 242 296	31/10/2020	MORTGAGE MORTGAGEE - JANA LUPTAKOVA 726 MILLYARD VANCOUVER BRITISH COLUMBIA V5Z4A1 ORIGINAL PRINCIPAL AMOUNT: \$350,000
212 012 365	14/01/2021	POSTPONEMENT OF CAVE 002027402 TO MORT 202242296
212 012 366	14/01/2021	POSTPONEMENT OF CAVE 072416632 TO MORT 202242296
212 034 840	03/02/2021	MORTGAGE MORTGAGEE - CHALAAS CAPITAL CORPORATION. 1800-401 WEST GEORGIA ST VANCOUVER BRITISH COLUMBIA V6B5A1

(CONTINUED)

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

ORIGINAL PRINCIPAL AMOUNT: \$300,000
 (DATA UPDATED BY: TRANSFER OF MORTGAGE
 212083166)

212 034 841 03/02/2021 CAVEAT
 RE : ASSIGNMENT OF RENTS AND LEASES
 CAVEATOR - CHALAAS CAPITAL CORPORATION.
 1800-401 WEST GEORGIA ST
 VANCOUVER
 BRITISH COLUMBIA V6B5A1
 AGENT - JAROLD M SWITZER
 (DATA UPDATED BY: TRANSFER OF CAVEAT
 212083167)

212 034 842 03/02/2021 POSTPONEMENT
 OF CAVE 002027402 CAVE 072416632
 TO MORT 212034840 CAVE 212034841

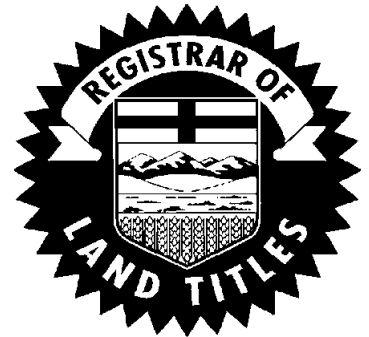
212 272 046 07/12/2021 MORTGAGE
 MORTGAGEE - OLYMPIA TRUST COMPANY.
 P.O. BOX 2581, STN CENTRAL
 CALGARY
 ALBERTA T2P1C8
 MORTGAGEE - KELLY MCMURDO
 12664-25TH AVENUE
 SURREY
 BRITISH COLUMBIA V4A2K4
 ORIGINAL PRINCIPAL AMOUNT: \$200,000

TOTAL INSTRUMENTS: 013

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
 ACCURATE REPRODUCTION OF THE CERTIFICATE OF
 TITLE REPRESENTED HEREIN THIS 24 DAY OF AUGUST,
 2022 AT 08:41 A.M.

ORDER NUMBER: 45250646

CUSTOMER FILE NUMBER: 404600.00030



END OF CERTIFICATE

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

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

This is Exhibit "H" referred to
in the Affidavit of Debra Cerny
Sworn before me this 24th day of August, 2022



A Commissioner for Oaths in and for Alberta

GREGORY J. PRIZENT
BARRISTER AND SOLICITOR

Search ID #: Z13832460

Transmitting Party

BORDEN LADNER GERVAIS LLP

Centennial Place, East Tower
1900, 520-3rd Avenue SW
CALGARY, AB T2P 0R3

Party Code: 50008002
Phone #: 403 232 9500
Reference #: 404600.930

Search ID #: Z13832460

Date of Search: 2021-May-17

Time of Search: 14:00:05

Business Debtor Search For:

927676 ALBERTA LTD.

Exact Result(s) Only Found

NOTE:

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



Search ID #: Z13832460

Business Debtor Search For:

927676 ALBERTA LTD.

Search ID #: Z13832460

Date of Search: 2021-May-17

Time of Search: 14:00:05

Registration Number: 14091914269

Registration Type: SECURITY AGREEMENT

Registration Date: 2014-Sep-19

Registration Status: Current

Expiry Date: 2024-Sep-19 23:59:59

Exact Match on:

Debtor

No: 1

Amendments to Registration

19082325444

Renewal

2019-Aug-23

Debtor(s)

Block

Status

Current

1 927676 ALBERTA LTD.
BOX 875
BANFF, AB T0C 0C0

Secured Party / Parties

Block

Status

Current

1 ROYAL BANK OF CANADA
4TH FLOOR, 36 YORK MILLS ROAD
TORONTO, ON M2P 0A4

Search ID #: Z13832460

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	<p>ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF EVERY TYPE OR KIND (INCLUDING BUT NOT LIMITED TO ACCOUNTS, CHATTEL PAPER, DOCUMENTS OF TITLE, EQUIPMENT, INVENTORY, INSTRUMENTS, INTANGIBLES, MONEY, SECURITIES AND INVESTMENT PROPERTY) OF THE DEBTOR AND NOW OR HEREAFTER SITUATE ON, USED IN CONNECTION WITH OR ARISING FROM THE BUSINESS OR AFFAIRS CARRIED ON, AT OR ABOUT THE REAL PROPERTY MUNICIPALLY KNOWN AS 5220 - 41 STREET, INNISFAIL, ALBERTA, LEGALLY DESCRIBED AS: CONDOMINIUM PLAN 0820236 UNITS 1 TO 24 INCLUSIVE AND ALL APPLICABLE UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY EXCEPTING THEREOUT ALL MINES AND MINERALS (OR ANY OTHER DESCRIPTION BY WHICH SUCH REAL PROPERTY MAY BE DESCRIBED, WHETHER BY RE-DIVISION, SUBDIVISION, CONDOMINIUMIZATION OR OTHERWISE) AND IN AND TO ALL DEEDS, DOCUMENTS, WRITINGS, PAPER AND BOOKS RELATING THERETO AND ALL CONTRACTUAL RIGHTS AND INSURANCE CLAIMS RELATING THERETO. PROCEEDS: ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF EVERY TYPE OR KIND (INCLUDING BUT NOT LIMITED TO ACCOUNTS, CHATTEL PAPERS, DOCUMENTS OF TITLE, EQUIPMENT, INVENTORY, INSTRUMENTS, INTANGIBLES, MONEY, SECURITIES OR INVESTMENT PROPERTY) THAT MAY BE DERIVED FROM THE SALE OR OTHER DISPOSITION OF THE COLLATERAL DESCRIBED ABOVE AND ANY PROCEEDS THEREOF.</p>	Current

Search ID #: Z13832460

Business Debtor Search For:

927676 ALBERTA LTD.

Search ID #: Z13832460

Date of Search: 2021-May-17

Time of Search: 14:00:05

Registration Number: 14120933770

Registration Date: 2014-Dec-09

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2023-Dec-09 23:59:59

Exact Match on: Debtor No: 1

Exact Match on: Debtor No: 2

Exact Match on: Debtor No: 3

Amendments to Registration

18110836186

Renewal

2018-Nov-08

Debtor(s)

Block

Status

Current

1 927676 ALBERTA LTD.
PO BOX 875
BANFF, AB T0C 0C0

Block

Status

Current

2 927676 ALBERTA LTD.
408 OTTER STREET
BANFF, AB T1L 1A9

Block

Status

Current

3 927676 ALBERTA LTD.
302, 7 ST. ANNE STREET
ST. ALBERT, AB T8N 2X4

Secured Party / Parties

Block

Status

Current

1 ROYAL BANK OF CANADA
36 YORK MILLS ROAD, 4TH FLOOR
TORONTO, ON M2P 0A4

Search ID #: Z13832460

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	<p>ALL OF DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INCLUDING BUT NOT LIMITED TO ALL GOODS (INCLUDING ALL APPLIANCES, PARTS, ACCESSORIES, ATTACHMENTS, SPECIAL TOOLS, ADDITIONS AND ACCESSIONS THERETO), CHATTEL PAPER, DOCUMENTS OF TITLE (WHETHER NEGOTIABLE OR NOT), INSTRUMENTS, INTANGIBLES, MONEY AND SECURITIES NOW OWNED OR HEREAFTER OWNED OR ACQUIRED BY OR ON BEHALF OF DEBTOR (INCLUDING SUCH AS MAY BE RETURNED TO OR REPOSSESSED BY DEBTOR) AND ACCOUNTS RECEIVABLE NOW OR HEREAFTER SITUATE ON, USED IN CONNECTION WITH OR ARISING FROM THE BUSINESS OR AFFAIRS CARRIED ON, AT OR ABOUT THE REAL PROPERTY MUNICIPALLY DESCRIBED AS 9030 - 149 STREET NW, EDMONTON, ALBERTA AND LEGALLY DESCRIBED AS:</p> <p>FIRST PLAN 2139 H.W. BLOCK THREE (3) LOT FOUR (4) EXCEPTING THEREOUT:- THE MOST EASTERLY TEN (10) FEET IN UNIFORM WIDTH THROUGHOUT OF THE SAID LOT. EXCEPTING THEREOUT ALL MINES AND MINERALS</p> <p>SECOND PLAN 2139 H.W. BLOCK THREE (3) LOT FIVE (5) EXCEPTING THEREOUT:- (A) THE MOST EASTERLY TEN (10) FEET IN UNIFORM WIDTH THROUGHOUT OF THE SAID LOT EXCEPTING THEREOUT ALL MINES AND MINERALS</p> <p>THIRD PLAN 2139 H.W. BLOCK THREE (3) LOT SIX (6) EXCEPTING THEREOUT:- (A) THE MOST EASTERLY TEN (10) FEET IN UNIFORM WIDTH THROUGHOUT OF THE SAID LOT. EXCEPTING THEREOUT ALL MINES AND MINERALS</p>	Current

Search ID #: Z13832460

Business Debtor Search For:

927676 ALBERTA LTD.

Search ID #: Z13832460

Date of Search: 2021-May-17

Time of Search: 14:00:05

Registration Number: 15082825637

Registration Date: 2015-Aug-28

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2024-Aug-28 23:59:59

Exact Match on: Debtor No: 1

Exact Match on: Debtor No: 2

Amendments to Registration

19080122110

Renewal

2019-Aug-01

Debtor(s)

Block

Status

Current

1 927676 ALBERTA LTD.
408 OTTER STREET, P.O. BOX 875
BANFF, AB T1L 1A9

Block

Status

Current

2 927676 ALBERTA LTD.
C/O 302, 7 ST. ANNE STREET
ST. ALBERT, AB T8N 2X4

Secured Party / Parties

Block

Status

Current

1 ROYAL BANK OF CANADA
36 YORK MILLS ROAD, 4TH FLOOR
TORONTO, ON M2P 0A4

Search ID #: Z13832460

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	<p>ALL OF DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INCLUDING BUT NOT LIMITED TO ALL GOODS (INCLUDING ALL APPLIANCES, PARTS, ACCESSORIES, ATTACHMENTS, SPECIAL TOOLS, ADDITIONS AND ACCESSIONS THERETO), CHATTEL PAPER, DOCUMENTS OF TITLE (WHETHER NEGOTIABLE OR NOT), INSTRUMENTS, INTANGIBLES, MONEY AND SECURITIES NOW OWNED OR HEREAFTER OWNED OR ACQUIRED BY OR ON BEHALF OF DEBTOR (INCLUDING SUCH AS MAY BE RETURNED TO OR REPOSSESSED BY DEBTOR) AND ACCOUNTS RECEIVABLE NOW OR HEREAFTER SITUATE ON, USED IN CONNECTION WITH OR ARISING FROM THE BUSINESS OR AFFAIRS CARRIED ON, AT OR ABOUT THE REAL PROPERTY MUNICIPALLY DESCRIBED AS 10140 - 152 STREET NW, EDMONTON, ALBERTA, T5P 1X9 AND LEGALLY DESCRIBED AS:</p> <p>PLAN 4792KS BLOCK 39 LOT C EXCEPTING THEREOUT ALL MINES AND MINERALS</p>	Current

Search ID #: Z13832460

Business Debtor Search For:

927676 ALBERTA LTD.

Search ID #: Z13832460

Date of Search: 2021-May-17

Time of Search: 14:00:05

Registration Number: 15082826387

Registration Date: 2015-Aug-28

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2024-Aug-28 23:59:59

Exact Match on: Debtor No: 1

Exact Match on: Debtor No: 2

Amendments to Registration

19071131058

Renewal

2019-Jul-11

Debtor(s)

Block

Status

Current

1 927676 ALBERTA LTD.
408 OTTER STREET, P.O. BOX 875
BANFF, AB T1L 1A9

Block

Status

Current

2 927676 ALBERTA LTD.
C/O 302, 7 ST. ANNE STREET
ST. ALBERT, AB T8N 2X4

Secured Party / Parties

Block

Status

Current

1 ROYAL BANK OF CANADA
36 YORK MILLS ROAD, 4TH FLOOR
TORONTO, ON M2P 0A4

Search ID #: Z13832460

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	ASSIGNMENT OF RENTS WITH RESPECT TO PROPERTY MUNICIPALLY DESCRIBED AS 10140 - 152 STREET NW, EDMONTON, ALBERTA, T5P 1X9 AND LEGALLY DESCRIBED AS: PLAN 4792KS BLOCK 39 LOT C EXCEPTING THEREOUT ALL MINES AND MINERALS	Current

Search ID #: Z13832460

Business Debtor Search For:

927676 ALBERTA LTD.

Search ID #: Z13832460

Date of Search: 2021-May-17

Time of Search: 14:00:05

Registration Number: 15082830057

Registration Date: 2015-Aug-28

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2024-Aug-28 23:59:59

Exact Match on: Debtor No: 1

Exact Match on: Debtor No: 2

Amendments to Registration

19080122098

Renewal

2019-Aug-01

Debtor(s)

Block

Status

Current

1 927676 ALBERTA LTD.
408 OTTER STREET, P.O. BOX 875
BANFF, AB T1L 1A9

Block

Status

Current

2 927676 ALBERTA LTD.
C/O 302, 7 ST. ANNE STREET
ST. ALBERT, AB T8N 2X4

Secured Party / Parties

Block

Status

Current

1 ROYAL BANK OF CANADA
36 YORK MILLS ROAD, 4TH FLOOR
TORONTO, ON M2P 0A4

Search ID #: Z13832460

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	<p>ALL OF DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INCLUDING BUT NOT LIMITED TO ALL GOODS (INCLUDING ALL APPLIANCES, PARTS, ACCESSORIES, ATTACHMENTS, SPECIAL TOOLS, ADDITIONS AND ACCESSIONS THERETO), CHATTEL PAPER, DOCUMENTS OF TITLE (WHETHER NEGOTIABLE OR NOT), INSTRUMENTS, INTANGIBLES, MONEY AND SECURITIES NOW OWNED OR HEREAFTER OWNED OR ACQUIRED BY OR ON BEHALF OF DEBTOR (INCLUDING SUCH AS MAY BE RETURNED TO OR REPOSSESSED BY DEBTOR) AND ACCOUNTS RECEIVABLE NOW OR HEREAFTER SITUATE ON, USED IN CONNECTION WITH OR ARISING FROM THE BUSINESS OR AFFAIRS CARRIED ON, AT OR ABOUT THE REAL PROPERTY MUNICIPALLY DESCRIBED AS 6936 - 101 AVENUE NW, EDMONTON, ALBERTA, T6A 0H7 AND LEGALLY DESCRIBED AS:</p> <p>PLAN 1189KS BLOCK 1 LOT 6 EXCEPTING THEREOUT ALL MINES AND MINERALS AND THE RIGHT TO WORK THE SAME</p>	Current

Search ID #: Z13832460

Business Debtor Search For:

927676 ALBERTA LTD.

Search ID #: Z13832460

Date of Search: 2021-May-17

Time of Search: 14:00:05

Registration Number: 15082831063

Registration Date: 2015-Aug-28

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2024-Aug-28 23:59:59

Exact Match on: Debtor No: 1

Exact Match on: Debtor No: 2

Amendments to Registration

19080122151

Renewal

2019-Aug-01

Debtor(s)

Block

Status

Current

1 927676 ALBERTA LTD.
408 OTTER STREET, P.O. BOX 875
BANFF, AB T1L 1A9

Block

Status

Current

2 927676 ALBERTA LTD.
C/O 302, 7 ST. ANNE STREET
ST. ALBERT, AB T8N 2X4

Secured Party / Parties

Block

Status

Current

1 ROYAL BANK OF CANADA
36 YORK MILLS ROAD, 4TH FLOOR
TORONTO, ON M2P 0A4

Search ID #: Z13832460

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	ASSIGNMENT OF RENTS WITH RESPECT TO PROPERTY MUNICIPALLY DESCRIBED AS 6936 - 101 AVENUE NW, EDMONTON, ALBERTA, T6A 0H7 AND LEGALLY DESCRIBED AS: PLAN 1189KS BLOCK 1 LOT 6 EXCEPTING THEREOUT ALL MINES AND MINERALS AND THE RIGHT TO WORK THE SAME	Current

Search ID #: Z13832460

Business Debtor Search For:

927676 ALBERTA LTD.

Search ID #: Z13832460

Date of Search: 2021-May-17

Time of Search: 14:00:05

Registration Number: 15083109203

Registration Date: 2015-Aug-31

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2024-Aug-31 23:59:59

Exact Match on: Debtor No: 1

Exact Match on: Debtor No: 2

Amendments to Registration

19080122109

Renewal

2019-Aug-01

Debtor(s)

Block

Status

Current

1 927676 ALBERTA LTD.
408 OTTER STREET, P.O. BOX 875
BANFF, AB T1L 1A9

Block

Status

Current

2 927676 ALBERTA LTD.
C/O 302, 7 ST. ANNE STREET
ST. ALBERT, AB T8N 2X4

Secured Party / Parties

Block

Status

Current

1 ROYAL BANK OF CANADA
36 YORK MILLS ROAD, 4TH FLOOR
TORONTO, ON M2P 0A4

Search ID #: Z13832460

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	<p>ALL OF DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INCLUDING BUT NOT LIMITED TO ALL GOODS (INCLUDING ALL APPLIANCES, PARTS, ACCESSORIES, ATTACHMENTS, SPECIAL TOOLS, ADDITIONS AND ACCESSIONS THERETO), CHATTEL PAPER, DOCUMENTS OF TITLE (WHETHER NEGOTIABLE OR NOT), INSTRUMENTS, INTANGIBLES, MONEY AND SECURITIES NOW OWNED OR HEREAFTER OWNED OR ACQUIRED BY OR ON BEHALF OF DEBTOR (INCLUDING SUCH AS MAY BE RETURNED TO OR REPOSSESSED BY DEBTOR) AND ACCOUNTS RECEIVABLE NOW OR HEREAFTER SITUATE ON, USED IN CONNECTION WITH OR ARISING FROM THE BUSINESS OR AFFAIRS CARRIED ON, AT OR ABOUT THE REAL PROPERTY MUNICIPALLY DESCRIBED AS 6912 - 101 AVENUE NW, EDMONTON, ALBERTA, T6A 0H7 AND LEGALLY DESCRIBED AS:</p> <p>PLAN 1189KS BLOCK 1 LOT 9 EXCEPTING THEREOUT ALL MINES AND MINERALS AND THE RIGHT TO WORK THE SAME</p>	Current

Search ID #: Z13832460

Business Debtor Search For:

927676 ALBERTA LTD.

Search ID #: Z13832460

Date of Search: 2021-May-17

Time of Search: 14:00:05

Registration Number: 15083109545

Registration Type: SECURITY AGREEMENT

Registration Date: 2015-Aug-31

Registration Status: Current

Expiry Date: 2024-Aug-31 23:59:59

Exact Match on: Debtor No: 1

Exact Match on: Debtor No: 2

Amendments to Registration

19080122047

Renewal

2019-Aug-01

Debtor(s)

Block

Status

Current

1 927676 ALBERTA LTD.
408 OTTER STREET, P.O. BOX 875
BANFF, AB T1L 1A9

Block

Status

Current

2 927676 ALBERTA LTD.
C/O 302, 7 ST. ANNE STREET
ST. ALBERT, AB T8N 2X4

Secured Party / Parties

Block

Status

Current

1 ROYAL BANK OF CANADA
36 YORK MILLS ROAD, 4TH FLOOR
TORONTO, ON M2P 0A4

Search ID #: Z13832460

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	ASSIGNMENT OF RENTS WITH RESPECT TO PROPERTY MUNICIPALLY DESCRIBED AS 6912 - 101 AVENUE NW, EDMONTON, ALBERTA, T6A 0H7 AND LEGALLY DESCRIBED AS: PLAN 1189KS BLOCK 1 LOT 9 EXCEPTING THEREOUT ALL MINES AND MINERALS AND THE RIGHT TO WORK THE SAME	Current

Search ID #: Z13832460

Business Debtor Search For:

927676 ALBERTA LTD.

Search ID #: Z13832460

Date of Search: 2021-May-17

Time of Search: 14:00:05

Registration Number: 15083110448

Registration Date: 2015-Aug-31

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2024-Aug-31 23:59:59

Exact Match on: Debtor No: 1

Exact Match on: Debtor No: 2

Amendments to Registration

19080122197

Renewal

2019-Aug-01

Debtor(s)

Block

Status

Current

1 927676 ALBERTA LTD.
408 OTTER STREET, P.O. BOX 875
BANFF, AB T1L 1A9

Block

Status

Current

2 927676 ALBERTA LTD.
C/O 302, 7 ST. ANNE STREET
ST. ALBERT, AB T8N 2X4

Secured Party / Parties

Block

Status

Current

1 ROYAL BANK OF CANADA
36 YORK MILLS ROAD, 4TH FLOOR
TORONTO, ON M2P 0A4

Search ID #: Z13832460

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	<p>ALL OF DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INCLUDING BUT NOT LIMITED TO ALL GOODS (INCLUDING ALL APPLIANCES, PARTS, ACCESSORIES, ATTACHMENTS, SPECIAL TOOLS, ADDITIONS AND ACCESSIONS THERETO), CHATTEL PAPER, DOCUMENTS OF TITLE (WHETHER NEGOTIABLE OR NOT), INSTRUMENTS, INTANGIBLES, MONEY AND SECURITIES NOW OWNED OR HEREAFTER OWNED OR ACQUIRED BY OR ON BEHALF OF DEBTOR (INCLUDING SUCH AS MAY BE RETURNED TO OR REPOSSESSED BY DEBTOR) AND ACCOUNTS RECEIVABLE NOW OR HEREAFTER SITUATE ON, USED IN CONNECTION WITH OR ARISING FROM THE BUSINESS OR AFFAIRS CARRIED ON, AT OR ABOUT THE REAL PROPERTY MUNICIPALLY DESCRIBED AS 6928 - 101 AVENUE NW, EDMONTON, ALBERTA, T6A 0H7 AND LEGALLY DESCRIBED AS:</p> <p>PLAN 1189KS BLOCK 1 LOT 7 EXCEPTING THEREOUT ALL MINES AND MINERALS AND THE RIGHT TO WORK THE SAME</p>	Current

Search ID #: Z13832460

Business Debtor Search For:

927676 ALBERTA LTD.

Search ID #: Z13832460

Date of Search: 2021-May-17

Time of Search: 14:00:05

Registration Number: 15083110548

Registration Date: 2015-Aug-31

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2024-Aug-31 23:59:59

Exact Match on: Debtor No: 1

Exact Match on: Debtor No: 2

Amendments to Registration

19080122189

Renewal

2019-Aug-01

Debtor(s)

Block

Status

Current

1 927676 ALBERTA LTD.
408 OTTER STREET, P.O. BOX 875
BANFF, AB T1L 1A9

Block

Status

Current

2 927676 ALBERTA LTD.
C/O 302, 7 ST. ANNE STREET
ST. ALBERT, AB T8N 2X4

Secured Party / Parties

Block

Status

Current

1 ROYAL BANK OF CANADA
36 YORK MILLS ROAD, 4TH FLOOR
TORONTO, ON M2P 0A4

Search ID #: Z13832460

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	ASSIGNMENT OF RENTS WITH RESPECT TO PROPERTY MUNICIPALLY DESCRIBED AS 6928 - 101 AVENUE NW, EDMONTON, ALBERTA, T6A 0H7 AND LEGALLY DESCRIBED AS: PLAN 1189KS BLOCK 1 LOT 7 EXCEPTING THEREOUT ALL MINES AND MINERALS AND THE RIGHT TO WORK THE SAME	Current

Search ID #: Z13832460

Business Debtor Search For:

927676 ALBERTA LTD.

Search ID #: Z13832460

Date of Search: 2021-May-17

Time of Search: 14:00:05

Registration Number: 16110920542

Registration Type: SECURITY AGREEMENT

Registration Date: 2016-Nov-09

Registration Status: Current

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

Exact Match on: Debtor No: 1

Exact Match on: Debtor No: 2

Amendments to Registration

20101425944

Renewal

2020-Oct-14

Debtor(s)

Block

Status

Current

1 927676 ALBERTA LTD.
408 OTTER STREET, PO BOX 875
BANFF, AB T1L 1A9

Block

Status

Current

2 927676 ALBERTA LTD.
C/O 302, 7 ST. ANNE STREET
ST. ALBERT, AB T8N 2X4

Secured Party / Parties

Block

Status

Current

1 ROYAL BANK OF CANADA
36 YORK MILLS ROAD, 4TH FLOOR
TORONTO, ON M2P 0A4
Phone #: 866 300 0021 Fax #: 866 254 4406

Search ID #: Z13832460

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	<p>ALL OF DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INCLUDING BUT NOT LIMITED TO ALL GOODS (INCLUDING ALL APPLIANCES, PARTS, ACCESSORIES, ATTACHMENTS, SPECIAL TOOLS, ADDITIONS AND ACCESSIONS THERETO), CHATTEL PAPER, DOCUMENTS OF TITLE (WHETHER NEGOTIABLE OR NOT), INSTRUMENTS, INTANGIBLES, MONEY AND SECURITIES NOW OWNED OR HEREAFTER OWNED OR ACQUIRED BY OR ON BEHALF OF DEBTOR (INCLUDING SUCH AS MAY BE RETURNED TO OR REPOSSESSED BY DEBTOR) AND ACCOUNTS RECEIVABLE NOW OR HEREAFTER SITUATE ON, USED IN CONNECTION WITH OR ARISING FROM THE BUSINESS OR AFFAIRS CARRIED ON, AT OR ABOUT THE REAL PROPERTY MUNICIPALLY DESCRIBED 10018 - 112 STREET NW, EDMONTON, ALBERTA AND LEGALLY DESCRIBED AS:</p> <p>PLAN B BLOCK 12 LOT 67 EXCEPTING THEREOUT ALL MINES AND MINERALS</p>	Current

Search ID #: Z13832460

Business Debtor Search For:

927676 ALBERTA LTD.

Search ID #: Z13832460

Date of Search: 2021-May-17

Time of Search: 14:00:05

Registration Number: 16110921329

Registration Date: 2016-Nov-09

Registration Type: SECURITY AGREEMENT

Registration Status: Current

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

Exact Match on: Debtor No: 1

Exact Match on: Debtor No: 2

Amendments to Registration

20101425838

Renewal

2020-Oct-14

Debtor(s)

Block

Status

Current

1 927676 ALBERTA LTD.
408 OTTER STREET, PO BOX 875
BANFF, AB T1L 1A9

Block

Status

Current

2 927676 ALBERTA LTD.
C/O 302, 7 ST. ANNE STREET
ST. ALBERT, AB T8N 2X4

Secured Party / Parties

Block

Status

Current

1 ROYAL BANK OF CANADA
36 YORK MILLS ROAD, 4TH FLOOR
TORONTO, ON M2P 0A4
Phone #: 866 300 0021 Fax #: 866 254 4406

Search ID #: Z13832460

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	ASSIGNMENT OF RENTS WITH RESPECT TO PROPERTY MUNICIPALLY DESCRIBED AS 10018 - 112 STREET NW, EDMONTON, ALBERTA AND LEGALLY DESCRIBED AS: PLAN B BLOCK 12 LOT 67 EXCEPTING THEREOUT ALL MINES AND MINERALS	Current

Search ID #: Z13832460

Business Debtor Search For:

927676 ALBERTA LTD.

Search ID #: Z13832460

Date of Search: 2021-May-17

Time of Search: 14:00:05

Registration Number: 17101917123

Registration Date: 2017-Oct-19

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2022-Oct-19 23:59:59

Exact Match on:

Debtor

No: 1

Debtor(s)

Block

Status

1 927676 ALBERTA LTD.
BOX 875
BANFF, AB T1L 1A9

Current

Block

Status

2 NOKES, GEORDIE
BOX 875
BANFF, AB T1L 1A9

Current

Birth Date:
1959-Dec-16

Secured Party / Parties

Block

Status

1 WILMAN FINANCIAL INC.
701, 10060 JASPER AVENUE NW
EDMONTON, AB T5J 3R8

Current

Collateral: General

Block

Description

Status

1 ALL RENTS AND LEASES RELATED TO OR ARISING FROM LANDS LOCATED AT 9030 - 149 STREET NW, EDMONTON, ALBERTA (PLAN 2139 H.W., BLOCK 3, LOTS 4,5 & 6); 6912, 6928 & 6936 - 101 AVENUE NW, EDMONTON, ALBERTA (PLAN 1189KS, BLOCK 1, LOTS 6, 7 & 9); AND 341 OTTER STREET, BANFF, ALBERTA (LEASEHOLD OF PLAN 6719BC, BLOCK 16, LOT 16).

Current

Search ID #: Z13832460

Business Debtor Search For:

927676 ALBERTA LTD.

Search ID #: Z13832460

Date of Search: 2021-May-17

Time of Search: 14:00:05

Registration Number: 17111313673

Registration Date: 2017-Nov-13

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2022-Nov-13 23:59:59

Exact Match on:

Debtor

No: 1

Amendments to Registration

17111313746

Amendment

2017-Nov-13

Debtor(s)

Block

Status

1 927676 ALBERTA LTD.
BOX 875
BANFF, AB T1L 1A9

Current

Secured Party / Parties

Block

Status

1 GJS HOLDINGS INC.
305, 85 CRANFORD WAY
SHERWOOD PARK, AB T8H 0H9

Current

Collateral: General

Block

Description

Status

1 ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.

Current

2 ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY
IN RELATION TO PLAN 823AI, BLOCK 30, THE NORTH HALF OF LOT 9 AND ALL OF
LOT 10 EXCEPTING THEREOUT ALL MINES AND MINERALS

Current By
17111313746

Search ID #: Z13832460

Business Debtor Search For:

927676 ALBERTA LTD.

Search ID #: Z13832460

Date of Search: 2021-May-17

Time of Search: 14:00:05

Registration Number: 18030110996

Registration Date: 2018-Mar-01

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2023-Mar-01 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status

1 927676 ALBERTA LTD.
BOX 875
BANFF, AB T0L 0C0

Current

Block

Status

2 NOKES, GEORDIE, TASMAN
1034 DONWOOD DRIVE
VICTORIA, BC V8X 4G2

Current

Birth Date:
1959-Dec-16

Secured Party / Parties

Block

Status

1 GJS HOLDINGS INC.
305, 85 CRANFORD WAY
SHERWOOD PARK, AB T8H 0H9

Current

Collateral: General

Block

Description

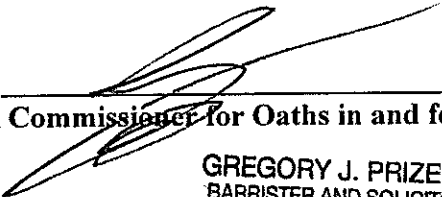
Status

1 ALL OF 927676 ALBERTA LTD.'S PRESENT AND AFTER ACQUIRED PERSONAL
PROPERTY WITH RESPECT TO PLAN RN43A, BLOCK 52, LOT 22; AND ALL OF
GEORDIE TASMAN NOKES' PRESENT AND AFTER ACQUIRED PERSONAL
PROPERTY WITH RESPECT TO PLAN 7620630, BLOCK 6, LOT 14.

Current

Result Complete

This is Exhibit "I" referred to
in the Affidavit of Debra Cerny
Sworn before me this 24th day of August, 2022



A Commissioner for Oaths in and for Alberta

GREGORY J. PRIZENT
BARRISTER AND SOLICITOR



Business Service Centre
 36 York Mills Rd. 4th Floor Tr#4679
 Toronto, Ontario, M2P 0A4
 Attention: Commercial Mortgage Department
 Fax: (416) 955-2038 / 1-866 254-4406

Discharge Statement

MORTGAGE ACCOUNT NUMBER: 51666063-007

STATEMENT EFFECTIVE DATE: June 20, 2022

ISSUE TO:
 DEBRA CERNY
 ACCOUNT MANAGER
 9034 51 AVE NW - COMMERCIAL SOUTH
 EDMONTON, AB T6E 5X4
PAYOUT STATEMENT

DATE ISSUED: June 21, 2022
MORTGAGOR(S) NAME:
 927676 ALBERTA LTD.

PROPERTY ADDRESS:
 10018 112 STREET NW
 EDMONTON, AB

PAYMENT INFORMATION

P & I PAYMENT:	\$5,645.97
TAX PAYMENT:	\$0.00
LIFE INSURANCE:	\$0.00
TOTAL PAYMENT:	\$5,645.97
PAYMENT FREQUENCY:	MONTHLY
LAST PAYMENT DATE:	4/6/2021

PAYOUT INFORMATION

PRINCIPAL BALANCE	AS OF: June 6, 2022	\$931,036.87
ACCRUED INTEREST	AS OF: June 20, 2022	\$1,747.81
LIFE INSURANCE:		\$0.00
ADMINISTRATION FEE:		\$0.00
TAX ACCOUNT BALANCE:		\$0.00
REPAYMENT COMPENSATION:		\$0.00
TOTAL BALANCE DUE:	AS OF: June 20, 2022	\$932,784.68

INTEREST RATE:	4.950%	
PER DIEM RATE:	\$124.74	E&OE

THIS STATEMENT IS ISSUED SUBJECT TO INSTALLMENTS DUE UP TO AND INCLUDING **April 6, 2021** BEING PAID AND HONOURED BY THE BANK.
 * AUTOMATIC WITHDRAWALS WILL BE CANCELLED AFTER THE FINAL PAYMENT IS MADE.

PAYMENT INSTRUCTIONS:

PLEASE REMIT THE BALANCE DUE VIA WIRE PAYMENT NO LATER THAN 12:00 P.M LOCAL TIME
BENEFICIARY: ROYAL BANK COMMERCIAL MORTGAGES
TRANSIT 09211, ACCOUNT NUMBER 9916560, 5TH FLOOR 180 WELLINGTON ST. W. TORONTO ON.
ATTN: _____ PHONE #1-866-300-0021

PAYMENT DETAILS: MORTGAGE #: 51666063-007 MORTGAGOR NAME: 927676 ALBERTA LTD.

Statement Conditions: The above outlines the amount required to fully repay the mortgage.

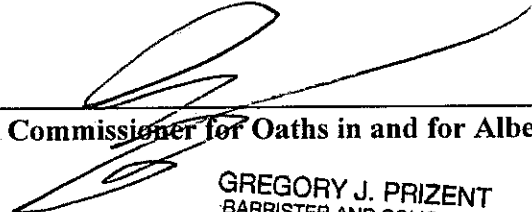
- This repayment statement is valid for 3 days only. If repayment is not completed on the date of this statement, Solicitors/Notaries must obtain a new repayment statement effective on the actual repayment date.

"RBC reserves the right to reject payment for discharge purposes if repayment funds are not disbursed to RBC on date of this statement."
- If the amount of the payment received by the lender is less than the total balance due plus the per diem amount owing, the amount of the shortfall will still be owing and no registrable discharge document will be provided until that amount is received by the lender.
- We will undertake to provide a registrable discharge within a reasonable period of time upon receipt of full payment, in certified funds.

NOTE: In the event the transaction does not close on the due date, please advise our office immediately

Prepared by: Jason Babiarz

This is Exhibit "J" referred to
in the Affidavit of Debra Cerny
Sworn before me this 24th day of August, 2022



A Commissioner for Oaths in and for Alberta

GREGORY J. PRIZENT
BARRISTER AND SOLICITOR



Property Tax Search

Date: August 24, 2022

Account: 3306107

The information displayed below is the most recent information for the tax year indicated at the time of this request.

Property Address: 10018 112 STREET NW EDMONTON AB T5K 1L9

Legal Description: Plan: NB Block: 12 Lot: 67

Assessed Parcel Description:

Mortgage Company Billed: No Monthly Payment Plan: No

Valuation Group: MULTI-RESIDENTIAL

Community Revitalization Levy Area:

Owner Name:

Owners Address:

Assessment Year: 2022 Assessment: 1,877,500 Year Built: 1922

Land Use Description	Tax Class	Taxable Status
131 Lowrise apartment building	OTHER RESIDENTIAL 100 %	131: (100%): FULLY TAXABLE JAN-2022 TO DEC-2022

Property Tax		Account Status	
Prior Year: 2021			
Taxes:	\$19,084.26	Tax Arrears:	\$.00
Annual Local Improvements:	\$24.08	Penalty:	\$.00
Total Prior Year Taxes:	\$19,108.34	Arrears Sub-Total:	\$.00
Tax Year: 2022		Current Taxes:	\$19,602.47
Taxes:	\$19,568.79	Penalty:	\$980.12
Annual Local Improvements:**	\$33.68	Current Sub-Total:	\$20,582.59
Total Current Year Taxes:	\$19,602.47	Other Charges:	\$.00
		Penalty:	\$.00
		Other Charges Sub-Total:	\$.00
		Total Balance Owning on August 24, 2022	\$20,582.59

Disclaimer: The balance on this report is conditional upon all payments clearing the City's and the payer's bank. In the event that any such payment is rejected or is not completed, or additional charges are incurred in the clearing of a payment, the amount of the payment and any additional charges incurred will be added to the account without further notice. The City of Edmonton accepts no liability from the reliance of any party on the contents of this report. Individuals who require certification of the current amount of taxes imposed, or the total amount of taxes owing should request a Tax Certificate from the City of Edmonton. (Errors and Omissions excepted).

** For information on newly constructed or proposed local improvements that may affect the property, contact 311 (780-442-5311 if outside Edmonton).