

COURT FILE NUMBER

KBG-SA- 755 -2023



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

JUDICIAL CENTRE

SASKATOON

APPLICANT

THE TORONTO-DOMINION BANK

RESPONDENT

ABILITY SOCIETY OF ALBERTA

IN THE MATTER OF THE RECEIVERSHIP OF ABILITY SOCIETY OF ALBERTA

AFFIDAVIT OF DAVID QUINN

I, David Quinn, of the City of Calgary, in the Province of Alberta, **MAKE OATH AND SAY THAT:**

1. I am employed as Account Manager, Financial Restructuring Group by The Toronto-Dominion Bank ("TD Bank"). In that capacity, I am responsible for the administration of, and am fully acquainted with, the indebtedness owed to TD Bank by Ability Society of Alberta (the "Debtor"). Accordingly, I have personal knowledge of the facts and matters herein deposed to, except where stated to be sworn by me based upon on information and belief, and where so stated, I verily believe the same to be true.
2. I make this Affidavit in support of an application by TD Bank for an order pursuant to section 243 of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the "BIA"), section 64(8) of *The Personal Property Security Act*, 1993, SS 1993, c P-6.2, and section 65(1) of *The Queen's Bench Act*, 1998, SS 1998, c Q-1.01, appointing MNP Ltd. as Receiver of the real property legally described as Surface Parcel #104091195, Lot A Blk/Par 5 Plan No 84MJ01102 Ext. 0 (the "Mortgaged Lands") and the personal property owned by the Ability Society of Alberta (the "Debtor") situated at or upon the Mortgaged Lands (the "Personal Property Collateral", and together with the Mortgaged Lands, the "Collateral").

Background to the Debtor

3. The Debtor is an Alberta non-profit corporation that is extra-provincially registered to carry on business in Saskatchewan. A true copy of the Debtor's corporate profile obtained from Saskatchewan Corporate Registry is attached to this Affidavit and marked as **Exhibit A**.
4. The Debtor's operations in Saskatchewan consisted of managing and operating the Chez Nous Senior Citizens Home ("Chez Nous") at the premises comprising the Mortgaged Lands and bearing the civic address of 1101 Grafton Avenue, Moose Jaw, Saskatchewan.

5. I have been informed by individuals associated with the Debtor, including the Debtor's director, Jon Ouellette ("**Mr. Ouellette**"), that the Debtor carries on business in Alberta and owns certain real and personal property located in Alberta. TD Bank is not seeking appointment of a receiver over the Debtor's assets located in Alberta. Rather, TD Bank is only seeking the appointment of a receiver over the Collateral, which consists of the real and personal property owned by the Debtor in relation to its operation of Chez Nous in Moose Jaw, Saskatchewan.

Loan and Security Documentation

6. Pursuant to a Letter of Agreement dated September 12, 2022 (the "**Letter Agreement**"), TD Bank made credit available and advanced funds to the Debtor in the form of an operating line, a term loan, and a Visa Account. A true copy of the Letter Agreement is attached to this Affidavit and marked as **Exhibit B**.
7. The Debtor's performance of its obligations to TD Bank under the Letter of Agreement was secured by the following real property security:
 - (a) Collateral Mortgage dated March 10, 2017 in the principal amount of \$3,979,000.00 (the "**Mortgage**"), pursuant to which the Debtor mortgaged to and in favour of TD Bank all of its estate and interest in the Mortgaged Lands; and
 - (b) General Assignment of Rents and Leases dated March 10, 2017 (the "**Assignment of Rents**"), pursuant to which the Debtor assigned to and created a security interest in favour of TD Bank in all of its right, title, benefit, and interest in the leases and rents from the Mortgage Lands.

True copies of the Mortgage and Assignment of Rents are attached to this Affidavit and marked respectively as **Exhibit C** and **Exhibit D**. A copy of the title to the Mortgaged Lands obtained from the Saskatchewan Land Titles Registry on June 26, 2023 is attached to this Affidavit as **Exhibit E**.

8. The Debtors' performance of its obligations to TD Bank are also secured by a General Security Agreement dated March 10, 2017 (the "**GSA**"), pursuant to which the Debtor granted to TD Bank a security interest in all of its present and after-acquired personal property. A true copy of the GSA is attached as **Exhibit F**. Saskatchewan Personal Property Registry Search results for the Debtor dated NTD are attached to this affidavit and marked as **Exhibit G**.

Appointment of Administrator Over Chez Nous

9. On or about May 30, 2023, the Debtor advised the Saskatchewan Ministry of Health that it was no longer able to provide safe and appropriate care to the residents of Chez Nous and, particularly, that it was no longer solvent, that it would not be able to meet its payroll obligations by June 9,

2023, and that it would not be able to purchase groceries for the residents of Chez Nous. As a result, the Debtor requested the Saskatchewan Ministry of Health to appoint an administrator over Chez Nous pursuant to *The Personal Care Homes Act*, SS 1989-90, c P-6.01. A true copy of correspondence from the Saskatchewan Ministry of Health to the Debtor recounting the Debtor's request for the appointment of an administrator over Chez Nous is attached to this Affidavit and marked as **Exhibit H**.

10. By order dated March 30, 2023, the Saskatchewan Minister of Health appointed an administrator over Chez Nous for a period commencing May 30, 2023 and ending June 30, 2023 (the "**Administrator Appointment Order**"). A true copy of the Administrator Appointment Order is attached to this Affidavit and marked as **Exhibit I**.
11. I have been informed by Mr. Ouellette, and I verily believe it to be true, that the administrator was appointed to manage the operations of Chez Nous until the forty-five residents could be relocated to other care homes. I am further advised that all of the residents of Chez Nous had been relocated and that Chez Nous business operations had ceased by June 28, 2023.

Default, Demand, and Indebtedness

12. The Debtor defaulted on its obligations to TD Bank under the Letter of Agreement since around May of 2023 by failing to make certain loan payments as they became due, suspending its business operations, and TD Bank's determination that there was a material adverse change in the Debtor's financial condition and business operations.
13. On June 30, 2023, TD Bank demanded repayment of the Debtor's indebtedness under the Letter Agreement. True copies of the documents comprising the Demand, namely, a Demand Letter and Notice of Intention to Enforce Security pursuant to section 244 of the *BIA* are attached to this Affidavit and marked as **Exhibit J**.
14. As of the date of this Affidavit, the credit facilities provided by TD Bank to the Debtor pursuant to the Letter Agreement remain outstanding. The Debtor's indebtedness to TD Bank totalled \$3,698,751.54 as at June 26, 2023.

Risk to Collateral at Chez Nous

15. No residents remain at Chez Nous. The administrator will be discharged in accordance with the terms of the Administrator Appointment Order on June 30, 2023. Accordingly, Chez Nous will be vacant as of June 30, 2023.

THIS IS EXHIBIT " A " referred to in the Affidavit of **David Quinn**, SWORN before me by electronic means on Friday, June 30, 2023.


A COMMISSIONER FOR OATHS for the Province of Saskatchewan — Being a Solicitor

Entity Number: 102016250

Page 1 of 4

Entity Name: ABILITY SOCIETY OF ALBERTA

Report Date: 26-Jun-2023

Entity Details

Entity Type	Non-profit Corporation
Entity Subtype	Extra-provincial Non-profit
Entity Status	Active
Registration Date	01-Mar-2017
Entity Number in Home Jurisdiction	503117384
Entity Name in Home Jurisdiction	ABILITY SOCIETY OF ALBERTA
Home Jurisdiction	Alberta, Canada
Incorporation/Amalgamation Date in Home Jurisdiction	20-Aug-1984
Annual Return Due Date	30-Sep-2023
Nature of Business	Nursing care facilities

Registered Office Addresses

Physical Address	1101 GRAFTON AVENUE, MOOSE JAW, Saskatchewan, Canada, S6H3S4
Attention To	MANON DESRUISSEAUX
Mailing Address	CHEZ NOUS SENIOR CITIZENS HOME, 1101 GRAFTON AVENUE, MOOSE JAW, Saskatchewan, Canada, S6H3S4
Attention To	MANON DESRUISSEAUX

Directors/Officers

JON OUELLETTE (Director)	Effective Date:	01-Mar-2017
Physical Address:	616 - 80 SAGE HILL ROAD SW, CALGARY, Alberta, Canada, T3R 1W8	
Mailing Address:	616 - 80 SAGE HILL ROAD SW, CALGARY, Alberta, Canada, T3R 1W8	



Entity Number: 102016250

Page 2 of 4

Entity Name: ABILITY SOCIETY OF ALBERTA

Report Date: 26-Jun-2023

JON OUELLETTE (Officer)

Effective Date:

01-Mar-2017

Physical Address: 616 - 80 SAGE HILL ROAD SW,
CALGARY, Alberta, Canada, T3R
1W8

Mailing Address: 616 - 80 SAGE HILL ROAD SW,
CALGARY, Alberta, Canada, T3R
1W8

Office Held:

CHAIRPERSON

ADRIAN BOHACH (Director)

Effective Date:

01-Mar-2017

Physical Address: 19 DRAKE LANDING LOOP,
OKOTOKS, Alberta, Canada, T1S
0G9

Mailing Address: 19 DRAKE LANDING LOOP,
OKOTOKS, Alberta, Canada, T1S
0G9

ADRIAN BOHACH (Officer)

Effective Date:

01-Mar-2017

Physical Address: 19 DRAKE LANDING LOOP,
OKOTOKS, Alberta, Canada, T1S
0G9

Mailing Address: 19 DRAKE LANDING LOOP,
OKOTOKS, Alberta, Canada, T1S
0G9

Office Held:

PRESIDENT & CEO

DOUG MARLIN (Director)

Effective Date:

01-Mar-2017

Physical Address: 30 BLUERIDGE WAY NW,
CALGARY, Alberta, Canada, T3L
2N5

Mailing Address: 30 BLUERIDGE WAY NW,
CALGARY, Alberta, Canada, T3L
2N5

JOSEPH MOREAU (Director)

Effective Date:

01-Mar-2017

Physical Address: 319 SIERRA MORENA PLACE SW,
CALGARY, Alberta, Canada, T3H
2X3

Mailing Address: 319 SIERRA MORENA PLACE SW,
CALGARY, Alberta, Canada, T3H
2X3



Entity Number: 102016250

Page 3 of 4

Entity Name: ABILITY SOCIETY OF ALBERTA

Report Date: 26-Jun-2023

DEBORAH TOOLE (Director)

Effective Date:

01-Mar-2017

Physical Address: 2344 ERLTON PLACE SW,
CALGARY, Alberta, Canada, T2S
2Z4

Mailing Address: 2344 ERLTON PLACE SW,
CALGARY, Alberta, Canada, T2S
2Z4

JERILYN WRIGHT (Director)

Effective Date:

01-Mar-2017

Physical Address: 503 - 30 AVENUE SW, CALGARY,
Alberta, Canada, T2S 0P4

Mailing Address: 503 - 30 AVENUE SW, CALGARY,
Alberta, Canada, T2S 0P4

Power of Attorney

STATHY G. MARKATOS

Physical Address: 1500 - 1874 SCARTH STREET, REGINA, Saskatchewan, Canada, S4P 4E9

Mailing Address: 1500 - 1874 SCARTH STREET, REGINA, Saskatchewan, Canada, S4P 4E9

NATHAN A. SCHISSEL

Physical Address: 1500 - 1874 SCARTH STREET, REGINA, Saskatchewan, Canada, S4P 4E9

Mailing Address: 1500 - 1874 SCARTH STREET, REGINA, Saskatchewan, Canada, S4P 4E9

DANIELLE L. GRAFF

Physical Address: 1500 - 1874 SCARTH STREET, REGINA, Saskatchewan, Canada, S4P 4E9

Mailing Address: 1500 - 1874 SCARTH STREET, REGINA, Saskatchewan, Canada, S4P 4E9

Business Names Owned By Corporation

Number	Name	Type
102022679	CHEZ NOUS SENIOR CITIZENS HOME	Saskatchewan Business Name - Sole Proprietor

Notes

Date	Note
3/11/2023 8:12:31 AM	Annual return and financial statement due dates updated to align with The Non-profit Corporations Act, 2022, effective March 12, 2023.



Entity Number: 102016250

Page 4 of 4

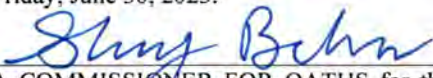
Entity Name: ABILITY SOCIETY OF ALBERTA

Report Date: 26-Jun-2023

Event History

Type	Date
Power of Attorney	31-Oct-2022
Non-profit Corporation - Annual Return	01-Sep-2022
Resignation of Director	01-Sep-2022
Non-profit Corporation - Annual Return	21-Sep-2021
Notice of Change of Directors/Officers	21-Sep-2021
Power of Attorney	04-Mar-2021
Non-profit Corporation - Annual Return	24-Aug-2020
Notice of Change of Directors/Officers	24-Aug-2020
Non-profit Corporation - Annual Return	03-Sep-2019
Resignation of Director	03-Sep-2019
Non-profit Corporation - Annual Return	17-Oct-2018
Notice of Change of Directors/Officers	17-Oct-2018
Notice of Change of Registered Office/Mailing Address	02-Aug-2018
Non-profit Corporation - Extra-provincial Registration	01-Mar-2017

THIS IS EXHIBIT “ B ” referred to in the Affidavit of **David Quinn**, SWORN before me by electronic means on Friday, June 30, 2023.


A COMMISSIONER FOR OATHS for the Province of Saskatchewan Being a Solicitor



Financial Restructuring Group
TD Canada Trust Tower
421 – 7th Avenue S.W., 10th Floor
Calgary, Alberta T2P 4K9
Telephone No.:(403) 292-1827
Fax No.: (403) 292-2863

September 12, 2022

ABILITY SOCIETY OF ALBERTA
302 327-41 Avenue NE
Calgary, Alberta
T2E 2N4

9018347/107.0
2022

Attention: Jon Ouellette and Debbie Toole

LETTER OF AGREEMENT

We are pleased to offer the Borrower the following credit facilities (the "Facilities"), subject to the following terms and conditions.

BORROWER

ABILITY SOCIETY OF ALBERTA (the "Borrower")

LENDER

The Toronto-Dominion Bank (the "Bank"), through its Financial Restructuring Group in Calgary, Alberta.

CREDIT LIMIT

- 1) \$110,000 CAD until expiry on January 31, 2023, reducing to \$50,000 CAD where it shall remain thereafter
- 2) \$3,396,904 CAD

TYPE OF CREDIT AND BORROWING OPTIONS

- 1) **Operating Loan** available at the Borrower's option by way of:
 - Prime Rate Based Loans in CAD\$ ("Prime Based Loans")
- 2) **Demand Loan** available at the Borrower's option by way of:
 - Prime Rate Based Loans in CAD\$ ("Prime Based Loans")

PURPOSE

- 1) To finance day-to-day working capital requirements
- 2) To convert TD Commercial Mortgage to a Demand Loan

TENOR

- 1, 2) Uncommitted

INTEREST RATES AND FEES

Advances shall bear interest and fees as follows:

- 1) **Operating Loan:**
 - Prime Based Loans: Prime Rate + 1.300% per annum

- 2) **Demand Loan:**
 - Prime Based Loans: Prime Rate + 2.000% per annum

For all Facilities, interest payments will be made in accordance with Schedule "A" attached hereto unless otherwise stated in this Letter or in the Rate and Payment Terms Notice applicable for a particular drawdown. Information on interest rate and fee definitions, interest rate calculations and payment is set out in the Schedule "A" attached hereto.

ADMINISTRATION FEE

\$100 per month

RENEWAL FEE

\$5,000 per annum

WORK FEE

\$1,000 payable upon signing of this agreement

EXCESS MONITORING FEE

The Borrower shall pay, unless waived by the Bank in the Bank's sole discretion, an Excess Monitoring Fee of \$350.00, payable in the currency of the Facility, each time that the Credit Limit of a Facility is exceeded. Any extension of credit above the Credit Limit will be at the Bank's sole and absolute discretion.

LATE REPORTING FEE

The Borrower shall pay, unless waived by the Bank in the Bank's sole discretion, a Late Reporting Fee of 350.00 per occurrence, and monthly thereafter until reporting is provided to the Bank, each time financial reporting is not provided within the timelines established in the Positive Covenants and Reporting Covenants.

DISCHARGE FEE

The Borrower shall pay, unless waived by the Bank in the Bank's sole discretion, a Discharge Fee of \$250.00 per collateral charge to prepare the documents needed to register the discharge of any collateral charge under the Bank Security, in addition to the applicable government fee(s) for registering each discharge.

DRAWDOWN

- 1) The Borrower can use the Facility on a revolving basis
- 2) Fully drawn in the amount of \$3,401,904 on July 22, 2022, to repay Facility #1 Mortgage. Funds repaid cannot be redrawn.

OVERDRAFTS

The Borrower will have access to Prime Based Loans under the Operating Loan via overdraft from Account Number 5019173 at Branch 8022 (the "Account") up to the Credit Limit.

REPAYMENT AND REDUCTION OF AMOUNT OF CREDIT FACILITY

- 1) The Borrower agrees to repay the Bank on demand. If the Bank demands repayment, the Borrower will pay to the Bank all amounts outstanding under the Facility. All costs to the Bank and all loss suffered by the Bank in re-employing the amounts so repaid will be paid by the Borrower.
- 2) On demand, in the absence of demand, the Borrower agrees to repay the Bank in full by January 31, 2023. In any event, monthly interest payments are required. If the Bank demands repayment, the Borrower will pay to the Bank all amounts outstanding under the Facility. All costs to the Bank and all loss suffered by the Bank in re-employing the amounts so repaid will be paid by the Borrower.

PREPAYMENT

- 2) No prepayment penalties.

SECURITY

The following security shall be provided, shall, unless otherwise indicated, support all present and future indebtedness and liability of the Borrower and the grantor of the security to the Bank including without limitation indebtedness and liability under guarantees, foreign exchange contracts, cash management products, and derivative contracts, shall be registered in first position, and shall be on the Bank's standard form, supported by resolutions and solicitor's opinion, all acceptable to the Bank.

- a) General Security Agreement ("GSA") representing a Second charge on all the Borrower's present and after acquired personal property, and all other property, assets and undertakings of **ABILITY SOCIETY OF ALBERTA**.
- b) Continuing Collateral Mortgage, representing a First charge, on real property located at 1101 Grafton Avenue, Moose Jaw, Saskatchewan in the principal amount of CAD \$3,979,000, beneficially owned by and registered in the name of **ABILITY SOCIETY OF ALBERTA**.
- c) General Assignment of Rents and Leases from **ABILITY SOCIETY OF ALBERTA**, representing a first charge. On real properties located at
- d) Assignment of Fire Insurance listing TD as first loss payee, issued for **ABILITY SOCIETY OF ALBERTA**.
- e) Evidence of Commercial Liability Insurance issued for **ABILITY SOCIETY OF ALBERTA**.

All persons and entities required to provide a guarantee shall be referred to in this Agreement individually as a "Surety" and/or "Guarantor" and collectively as the "Guarantors".

All of the above security and guarantees shall be referred to collectively in this Agreement as "Bank Security".

DISBURSEMENT CONDITIONS

The obligation of the Bank to permit any drawdown hereunder is subject to the Standard Disbursement Conditions contained in Schedule "A" and the following additional drawdown conditions:

Delivery to the Bank of the following, all of which must be satisfactory to the Bank:

- 1) All security and documentation to be on hand and satisfactory to the Bank.

REPRESENTATIONS AND WARRANTIES

All representations and warranties shall be deemed to be continually repeated so long as any amounts remain outstanding and unpaid under this Agreement or so long as any commitment under this Agreement remains in effect. The Borrower makes the Standard Representations and Warranties set out in Schedule "A".

POSITIVE COVENANTS

So long as any amounts remain outstanding and unpaid under this Agreement or so long as any commitment under this Agreement remains in effect, the Borrower will and will ensure that its subsidiaries and each of the Guarantors will observe the Standard Positive Covenants set out in Schedule "A" and in addition will:

- 1) Pay all reasonable out of pocket expenses incurred by the Bank. The Bank shall be entitled to conduct sub-searches and verify payment of realty taxes in respect of the Property, inspect and/or audit the financial records of the Borrower, and conduct PPSA registry searches, all as applicable at the discretion of the Bank.
Maintain all requisite licenses and funding agreements in good order; license renewals and
- 2) service/operating agreements or amendments, notices, approvals granted, and inspection or compliance reports are to be provided to the Bank within 30 days of issuance.
- 3) Advise the Bank of the commencement of any collective agreement at the Property and any material grievances or labour disputes/disruptions arising from a collective agreement.
- 4) Maintain all day-to-day operating accounts for the Property with the Bank.
- 5) Permit a representative of the Bank to visit the Property on an annual basis.
- 6) Borrower to advise and consult the Bank on all offers to purchase Chez Nous prior to acting on any offer. Bank to provide written confirmation pertaining to each offer within 5 business days.

REPORTING COVENANTS

- 1) Annual Audited Financial Statements for Ability Society of Alberta within 90 calendar days of fiscal year end.
- 2) Annual Operating Statement and Rent Roll for The Property, within 90 calendar days of fiscal year end.
- 3) Annual Confirmation That Taxes are Current, with 90 calendar days of fiscal year end.
- 4) Annual Confirmation of Insurance Renewals within 90 calendar days of fiscal year end.
- 5) Copy of the Most Recent Home Operating License Renewal for the Property, within 90 calendar days of fiscal year end.
- 6) Quarterly Company Prepared Financial Statements within 45 calendar days of fiscal quarter end.
- 7) Monthly Operating Statement for Chez Nous within 25 calendar days of month end.

NEGATIVE COVENANTS

So long as any amounts remain outstanding and unpaid under this Agreement or so long as any commitment under this Agreement remains in effect, the Borrower will and will ensure that its subsidiaries and each of the Guarantors will observe the Standard Negative Covenants set out in Schedule "A". In addition, the Borrower will not and will ensure that its subsidiaries and each of the Guarantors will not:

- 1) Create, incur, assume or suffer to exist any lease or easement that would restrict use of the Property without the prior approval of the Bank and its Solicitor. Such approval not to be unreasonably withheld.
- 2) Permit subsequent encumbrances of the subject Property without the Bank's prior written consent.
- 3) Sell or transfer the Property herein secured, or materially amend the ownership of the Borrower without the prior written consent of the Bank. Such consent not to be unreasonably withheld.

PERMITTED LIENS

Permitted Liens as referred to in Schedule "A" are:

- Purchase Money Security Interests in equipment which Purchase Money Security Interests exist on the date of this Agreement ("Existing PMSIs") which are known to the Bank and all future Purchase Money Security Interests on equipment acquired to replace the equipment under Existing PMSIs, provided that the cost of such replacement equipment may not exceed the cost of the equipment subject to the Existing PMSI by more than 10%

FINANCIAL COVENANTS

The Borrower agrees at all times to:

- 1) Borrower Debt Service Coverage (DSC) of not less than 100% to be maintained at all times and tested at minimum from the year-end Audited financial statements of the Borrower. DSC is calculated as follows:

$$\frac{(\text{EBITDA}^* - \text{Unfinanced CAPEX}^{**})}{(\text{Principal} + \text{Interest})}$$

EBITDA* is defined as Earnings before interest, taxes, depreciation and amortization.

Unfinanced CAPEX** is defined as capital expenditures which are not funded by equity or permitted debt.

- 2) Property-specific Debt Service Coverage (PDSC) of not less than 130% to be maintained at all times and tested at minimum from the year-end Property operating statement/rent roll. PDSC is calculated as follows:

$$\frac{(\text{Net Operating Income ("NOI") }^*)}{(\text{Property-Specific Principal} + \text{Interest})}$$

NOI* is defined as Gross Rental Income – Unrecovered Operating Expenses – Management Deduction – Vacancy Deduction appropriate for the Property and local market conditions.

EVENTS OF DEFAULT

The Bank may accelerate the payment of principal and interest under any committed credit facility hereunder and cancel any undrawn portion of any committed credit facility hereunder, at any time after the occurrence of any one of the Standard Events of Default contained in Schedule "A" attached hereto and after any one of the following additional Events of Default:

All) Cross default to all other indebtedness of the Borrower.

ANCILLARY FACILITIES

As at the date of this Agreement, the following uncommitted ancillary products are made available. These products may be subject to other agreements.

1) TD Visa Business card (or cards) for an aggregate amount of \$20,000 CAD

AVAILABILITY OF OPERATING LOAN

The Operating Loan is uncommitted, made available at the Bank's discretion, and is not automatically available upon satisfaction of the terms and conditions, conditions precedent, or financial tests set out herein.

The occurrence of an Event of Default is not a precondition to the Bank's right to accelerate repayment and cancel the availability of the Operating Loan.

SCHEDULE "A" - STANDARD TERMS AND CONDITIONS

Schedule "A" sets out the Standard Terms and Conditions ("Standard Terms and Conditions") which apply to these credit facilities. The Standard Terms and Conditions, including the defined terms set out therein, form part of this Agreement, unless this letter states specifically that one or more of the Standard Terms and Conditions do not apply or are modified.

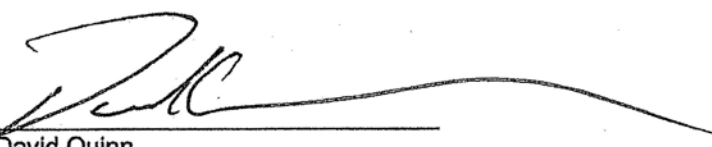
We trust you will find these facilities helpful in meeting your ongoing financing requirements. We ask that if you wish to accept this offer of financing (which includes the Standard Terms and Conditions), please do so by signing and returning the attached duplicate copy of this letter to the undersigned. This offer will expire if not accepted in writing and received by the Bank on or before **September 26, 2022**.

Yours truly,

THE TORONTO-DOMINION BANK



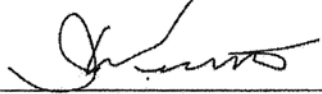
Emily Still
Account Manager



David Quinn
Manager Commercial Credit

TO THE TORONTO-DOMINION BANK:

ABILITY SOCIETY OF ALBERTA hereby accepts the foregoing offer this 13th day of September 2022. The Borrower confirms that, except as may be set out above, the credit facility(ies) detailed herein shall not be used by or on behalf of any third party.



Signature

Jon Ouellette, Board Chair

Print Name & Position



Signature

Debbie Toole Director

Print Name & Position

cc. Guarantor(s)

The Bank is providing the guarantor(s) with a copy of this letter as a courtesy only. The delivery of a copy of this letter does not create any obligation of the Bank to provide the guarantor(s) with notice of any changes to the credit facilities, including without limitation, changes to the terms and conditions, increases or decreases in the amount of the credit facilities, the establishment of new credit facilities or otherwise. The Bank may, or may not, at its option, provide the guarantor(s) with such information, provided that the Bank will provide such information upon the written request of the guarantor.

SCHEDULE "A" - STANDARD TERMS AND CONDITIONS

1. INTEREST RATE DEFINITIONS

Prime Rate means the rate of interest per annum (based on a 365 day year) established and reported by the Bank to the Bank of Canada from time to time as the reference rate of interest for determination of interest rates that the Bank charges to customers of varying degrees of creditworthiness in Canada for Canadian dollar loans made by it in Canada.

The Stamping Fee rate per annum for CAD B/As is based on a 365 day year and the Stamping Fee is calculated on the Face Amount of each B/A presented to the Bank for acceptance. The Stamping Fee rate per annum for USD B/As is based on a 360 day year and the Stamping Fee is calculated on the Face Amount of each B/A presented to the Bank for acceptance.

CDOR means, for any day, the annual rate for B/As denominated in Canadian Dollars for a specified term that appears on the Reuters Screen CDOR Page as of 10:00 a.m. (Toronto time) on such day (or, if such day is not a Business Day, then on the immediately preceding Business Day).

LIBOR means the rate of interest per annum (based on a 360 day year) as determined by the Bank (rounded upwards, if necessary to the nearest whole multiple of 1/16th of 1%) at which the Bank may make available United States dollars which are obtained by the Bank in the Interbank Euro Currency Market, London, England at approximately 11:00 a.m. (Toronto time) on the second Business Day before the first day of, and in an amount similar to, and for the period similar to the interest period of, such advance.

USBR means the rate of interest per annum (based on a 365 day year) established by the Bank from time to time as the reference rate of interest for the determination of interest rates that the Bank charges to customers of varying degrees of creditworthiness for US dollar loans made by it in Canada.

Interest rates will never be less than zero. If Prime Rate, CDOR, LIBOR, USBR or any other applicable base rate changes, resulting in a variable or floating annual interest rate that is a negative number, the interest rate will be 0.00%. Notwithstanding the foregoing, if a Floating Rate Loan with an interest rate based on CDOR or LIBOR has been hedged in its entirety with an interest rate swap with the Bank (the "Swap") and the Swap does not include a negative interest rate floor, the foregoing restriction on CDOR or LIBOR never being less than 0.00% shall not apply. However, for purposes of certainty, if the Swap is subsequently terminated or novated the restriction on CDOR or LIBOR never being less than 0.00% shall apply.

Any interest rate based on a period less than a year expressed as an annual rate for the purposes of the Interest Act (Canada) is equivalent to such determined rate multiplied by the actual number of days in the calendar year in which the same is to be ascertained and divided by the number of days in the period upon which it was based.

2. INTEREST CALCULATION AND PAYMENT

Interest on Prime Based Loans and USBR Loans is calculated daily (including February 29 in a leap year) and payable monthly in arrears based on the number of days the subject loan is outstanding unless otherwise provided in the Rate and Payment Terms Notice. Interest is charged on February 29 in a leap year.

The Stamping Fee is calculated based on the amount and the term of the B/A and is payable upon acceptance by the Bank of the B/A. The net proceeds received by the Borrower on a B/A advance will be equal to the Face Amount of the B/A discounted at the Bank's then prevailing B/A discount rate for CAD B/As or USD B/As as the case may be, for the specified term of the B/A less the B/A Stamping Fee. If the B/A discount rate (or the rate used to determine the B/A discount rate) is less than zero, it shall instead be deemed to be zero for purposes of this Agreement.

Interest on LIBOR Loans and CDOR Loans is calculated and payable on the earlier of contract maturity or quarterly in arrears, for the number of days in the LIBOR or CDOR interest period, as applicable.

L/C and L/G fees are payable at the time set out in the Letter of Credit Indemnity Agreement applicable to the issued L/C or L/G.

Interest on Fixed Rate Term Loans is compounded monthly and payable monthly in arrears unless otherwise provided in the Rate and Payment Terms Notice.

Interest is payable both before and after maturity or demand, default and judgment.

Each payment under this Agreement shall be applied first in payment of costs and expenses, then interest and fees and the balance, if any, shall be applied in reduction of principal.

For loans not secured by real property, all overdue amounts of principal and interest and all amounts outstanding in excess of the Credit Limit shall bear interest from the date on which the same became due or from when the excess was incurred, as the case may be, until the date of payment or until the date the excess is repaid at the Bank's standard rate charged from time to time for overdrafts, or such lower interest rate if the Bank agrees to a lower interest rate in writing. Nothing in this clause shall be deemed to authorize the Borrower to incur loans in excess of the Credit Limit.

If any provision of this Agreement would oblige the Borrower to make any payment of interest or other amount payable to the Bank in an amount or calculated at a rate which would be prohibited by law or would result in a receipt by the Bank of "interest" at a "criminal rate" (as such terms are construed under the Criminal Code (Canada)), then, notwithstanding such provision, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by applicable law or so result in a receipt by the Bank of "interest" at a "criminal rate", such adjustment to be effected, to the extent necessary (but only to the extent necessary), as follows: first, by reducing the amount or rate of interest, and, thereafter, by reducing any fees, commissions, costs, expenses, premiums and other amounts required to be paid to the Bank which would constitute interest for purposes of section 347 of the Criminal Code (Canada).

3. DRAWDOWN PROVISIONS

Prime Based and USBR Loans

There is no minimum amount of drawdown by way of Prime Based Loans and USBR Loans, except as stated in this Agreement. The Borrower shall provide the Bank with 3 Business Days' notice of a requested Prime Based Loan or USBR Loan over \$1,000,000.

B/As

The Borrower shall advise the Bank of the requested term or maturity date for B/As issued hereunder. The Bank shall have the discretion to restrict the term or maturity dates of B/As. In no event shall the term of the B/A exceed the Contractual Term Maturity Date or Maturity Date, as applicable. Except as otherwise stated in this Agreement, the minimum amount of a drawdown by way of B/As is \$1,000,000 and in multiples of \$100,000 thereafter. The Borrower shall provide the Bank with 3 Business Days' notice of a requested B/A drawdown.

The Borrower shall pay to the Bank the full amount of the B/A at the maturity date of the B/A.

The Borrower appoints the Bank as its attorney to and authorizes the Bank to (i) complete, sign, endorse, negotiate and deliver B/As on behalf of the Borrower in handwritten form, or by facsimile or mechanical signature or otherwise, (ii) accept such B/As, and (iii) purchase, discount, and/or negotiate B/As.

LIBOR and CDOR

The Borrower shall advise the Bank of the requested LIBOR or CDOR contract maturity or interest period. The Bank shall have the discretion to restrict the LIBOR or CDOR contract maturity. In no event shall the term of the LIBOR or CDOR contract exceed the Contractual Term Maturity Date or Maturity Date, as applicable. Except as otherwise stated in this Agreement, the minimum amount of a drawdown by way of a LIBOR Loan or a CDOR Loan is \$1,000,000, and shall be in multiples of \$100,000 thereafter. The Borrower will provide the Bank with 3 Business Days' notice of a requested LIBOR Loan or CDOR Loan.

L/C and/or L/G

The Bank shall have the discretion to restrict the maturity date of L/Gs or L/Cs.

B/A, LIBOR and CDOR - Conversion

Any portion of any B/A, LIBOR or CDOR Loan that is not repaid, rolled over or converted in accordance with the applicable notice requirements hereunder shall be converted by the Bank to a Prime Based Loan effective as of the maturity date of the B/A or the last day in the interest period of the LIBOR or CDOR contract, as applicable. The Bank may charge interest on the amount of the Prime Based Loan at the rate of 115% of the rate applicable to Prime Based Loans for the 3 Business Day period immediately following such maturity. Thereafter, the rate shall revert to the rate applicable to Prime Based Loans.

B/A, LIBOR and CDOR – Market Disruption

If the Bank determines, in its sole discretion, that a normal market in Canada for the purchase and sale of B/As or the making of CDOR or LIBOR Loans does not exist, any right of the Borrower to request a drawdown under the applicable borrowing option shall be suspended until the Bank advises otherwise. Any drawdown request for B/As, LIBOR or CDOR Loans, as applicable, during the suspension period shall be deemed to be a drawdown notice requesting a Prime Based Loan in an equivalent amount.

LIBOR Discontinuation

On the earliest of:

- (a) the date that the administrator of LIBOR has permanently or indefinitely ceased to make LIBOR available;
- (b) the governmental authority having jurisdiction over the administrator of LIBOR has made a public statement or publication of information announcing LIBOR is no longer representative; and
- (c) the Early Opt-in Effective Date,

the LIBOR Successor Rate will replace LIBOR for all purposes hereunder and under any other documents (other than any swap agreement, but including any other Bank Security) required in connection herewith, in respect of any interest period and contract maturity of such benchmark on such day and all subsequent interest periods and contract maturities without any amendment to, or further action or consent of any party to this Agreement. If the LIBOR Successor Rate is Daily Simple SOFR, all interest payments will be payable on a monthly basis unless otherwise agreed by the Bank. Notwithstanding anything else herein, any definition of the LIBOR Successor Rate (exclusive of any margin) shall provide that in no event shall such LIBOR Successor Rate be less than zero for the purposes of this Agreement.

The Bank does not warrant or accept any responsibility for, and shall not have any liability with respect to, the administration, submission or any other matter related to LIBOR or the LIBOR Successor Rate including without limitation, whether the composition or characteristics of the LIBOR Successor Rate, will be similar to, or produce the same value or economic equivalence of, LIBOR or have the same volume or liquidity as did LIBOR prior to its discontinuance or unavailability.

In connection with the implementation and administration of the LIBOR Successor Rate, the Bank will have the right to make LIBOR Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary in this Agreement or in any Bank Security or other document provided in connection herewith, any amendments implementing such LIBOR Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement.

The Bank will promptly notify the Borrower of (i) the occurrence of an Early Opt-in Election, (ii) the implementation of the LIBOR Successor Rate and (iii) the effectiveness of any LIBOR Replacement Conforming Changes. Any determination, decision or election that may be made by the Bank pursuant to this Section, including any determination with respect to a interest period, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action, will be conclusive and binding absent manifest error and may be made in its sole discretion and without consent from any other party hereto, except, in each case, as expressly required pursuant to this Section.

Cash Management

The Bank may, and the Borrower hereby authorizes the Bank to, drawdown under the Operating Loan or Farm Property Line of Credit to satisfy any obligations of the Borrower to the Bank in connection with any cash management service provided by the Bank to the Borrower. The Bank may drawdown under the Operating Loan or Farm Property Line of Credit even if the drawdown results in amounts outstanding in excess of the Credit Limit.

Notice

Prior to each drawdown under a Fixed Rate Term Loan, other than a Long Term Farm Loan, an Agriculture Term Loan, a Canadian Agricultural Loans Act Loan, a Dairy Term Loan or a Poultry Term Loan and at least 10 days prior to the maturity of each Rate Term, the Borrower will advise the Bank of its selection of drawdown options from those made available by the Bank. The Bank will, after each drawdown, other than drawdowns by way of BA, CDOR, or LIBOR Loan or under the operating loan, send a Rate and Payment Terms Notice to the Borrower.

4. PREPAYMENT

Fixed Rate Term Loans

10% Prepayment Option Chosen.

- (a) Once, each calendar year, ("Year"), the Borrower may, provided that an Event of Default has not occurred, prepay in one lump sum, an amount of principal outstanding under a Fixed Rate Term Loan not exceeding 10% of the original amount of the Fixed Rate Term Loan, upon payment of all interest accrued to the date of prepayment without paying any prepayment charge. If the prepayment privilege is not used in one Year, it cannot be carried forward and used in a later Year.
- (b) Provided that an Event of Default has not occurred, the Borrower may prepay more than 10% of the original amount of a Fixed Rate Term Loan in any Year, upon payment of all interest accrued to the date of prepayment and an amount equal to the greater of:
 - i) three months' interest on the amount of the prepayment (the amount of prepayment is the amount of prepayment exceeding the 10% limit described in Section 4(a)) using the interest rate applicable to the Fixed Rate Term Loan being prepaid; and
 - ii) the Yield Maintenance, being the difference between:
 - a. the current outstanding principal balance of the Fixed Rate Term Loan; and
 - b. the sum of the present values as of the date of the prepayment of the future payments to be made on the Fixed Rate Term Loan until the last day of a Rate Term, plus the present value of the principal amount of the Fixed Rate Term Loan that would have been due on the maturity of the Rate Term, when discounted at the Government of Canada bond yield rate with a term which has the closest maturity to the unexpired term of the Fixed Rate Term Loan.

10% Prepayment Option Not Chosen.

- (c) The Borrower may, provided that an Event of Default has not occurred, prepay all or any part of the principal then outstanding under a Fixed Rate Term Loan upon payment of all interest accrued to the date of prepayment and an amount equal to the greater of:
 - i) three months' interest on the amount of the prepayment using the interest rate applicable to the Fixed Rate Term Loan being prepaid; and
 - ii) the Yield Maintenance, being the difference between:
 - a. the current outstanding principal balance of the Fixed Rate Term Loan; and
 - b. the sum of the present values as of the date of the prepayment of the future payments to be made on the Fixed Rate Term Loan until the last day of the Rate Term, plus the present value of the principal amount of the Fixed Rate Term Loan that would have been due on the maturity of the Rate Term when discounted at the Government of Canada bond yield rate with a term which has the closest maturity to the unexpired term of the Fixed Rate Term Loan.

Floating Rate Term Loans

The Borrower may prepay the whole or any part of the principal outstanding under a Floating Rate Term Loan, at any time without the payment of prepayment charges.

5. STANDARD DISBURSEMENT CONDITIONS

The obligation of the Bank to permit any drawdowns hereunder at any time is subject to the following conditions precedent:

- a) The Bank shall have received the following documents which shall be in form and substance satisfactory to the Bank:
 - i) A copy of a duly executed resolution of the Board of Directors of the Borrower empowering the Borrower to enter into this Agreement;
 - ii) A copy of any necessary government approvals authorizing the Borrower to enter into this Agreement;
 - iii) All of the Bank Security and supporting resolutions and solicitors' letter of opinion required hereunder;
 - iv) The Borrower's compliance certificate certifying compliance with all terms and conditions hereunder;
 - v) All operation of account documentation; and
 - vi) For drawdowns under the Facility by way of L/C or L/G, the Bank's standard form Letter of Credit Indemnity Agreement
- b) The representations and warranties contained in this Agreement are correct.
- c) No event has occurred and is continuing which constitutes an Event of Default or would constitute an Event of Default, but for the requirement that notice be given or time elapse or both.
- d) The Bank has received the arrangement fee payable hereunder (if any) and the Borrower has paid all legal and other expenses incurred by the Bank in connection with the Agreement or the Bank Security.

6. STANDARD REPRESENTATIONS AND WARRANTIES

The Borrower hereby represents and warrants, which representations and warranties shall be deemed to be continually repeated so long as any amounts remain outstanding and unpaid under this Agreement or so long as any commitment under this Agreement remains in effect, that:

- a) The Borrower is a duly incorporated corporation, a limited partnership, partnership, or sole proprietorship, duly organized, validly existing and in good standing under the laws of the jurisdiction where the Branch/Centre is located and each other jurisdiction where the Borrower has property or assets or carries on business and the Borrower has adequate corporate power and authority to carry on its business, own property, borrow monies and enter into agreements therefore, execute and deliver the Agreement, the Bank Security, and documents required hereunder, and observe and perform the terms and provisions of this Agreement.
- b) There are no laws, statutes or regulations applicable to or binding upon the Borrower and no provisions in its charter documents or in any by-laws, resolutions, contracts, agreements, or arrangements which would be contravened, breached, violated as a result of the execution, delivery, performance, observance, of any terms of this Agreement.
- c) No Event of Default has occurred nor has any event occurred which, with the passage of time or the giving of notice, would constitute an Event of Default under this Agreement or which would constitute a default under any other agreement.
- d) There are no actions, suits or proceedings, including appeals or applications for review, or any knowledge of pending actions, suits, or proceedings against the Borrower and its subsidiaries, before any court or administrative agency which would result in any material adverse change in the property, assets, financial condition, business or operations of the Borrower.
- e) All material authorizations, approvals, consents, licenses, exemptions, filings, registrations and other requirements of governmental, judicial and public bodies and authorities required to carry on its business have been or will be obtained or effected and are or will be in full force and effect.

- f) The financial statements and forecasts delivered to the Bank fairly present the present financial position of the Borrower, and have been prepared by the Borrower and its auditors in accordance with the International Financial Reporting Standards or GAAP for Private Enterprises.
- g) All of the remittances required to be made by the Borrower to the federal government and all provincial and municipal governments have been made, are currently up to date and there are no outstanding arrears. Without limiting the foregoing, all employee source deductions (including income taxes, Employment Insurance and Canada Pension Plan), sales taxes (both provincial and federal), corporate income taxes, corporate capital taxes, payroll taxes and workers' compensation dues are currently paid and up to date.
- h) If the Bank Security includes a charge on real property, the Borrower or Guarantor, as applicable, is the legal and beneficial owner of the real property with good and marketable title in fee simple thereto, free from all easements, rights-of-way, agreements, restrictions, mortgages, liens, executions and other encumbrances, save and except for those approved by the Bank in writing.
- i) All information that the Borrower has provided to the Bank is accurate and complete respecting, where applicable:
 - i) the names of the Borrower's directors and the names and addresses of the Borrower's beneficial owners;
 - ii) the names and addresses of the Borrower's trustees, known beneficiaries and/or settlors; and
 - iii) the Borrower's ownership, control and structure.

7. STANDARD POSITIVE COVENANTS

So long as any amounts remain outstanding and unpaid under this Agreement or so long as any commitment under this Agreement remains in effect, the Borrower will, and will ensure that its subsidiaries and each of the Guarantors will:

- a) Pay all amounts of principal, interest and fees on the dates, times and place specified herein, under the Rate and Payment Terms Notice, and under any other agreement between the Bank and the Borrower.
- b) Advise the Bank of any change in the amount and the terms of any credit arrangement made with other lenders or any action taken by another lender to recover amounts outstanding with such other lender.
- c) Advise promptly after the happening of any event which will result in a material adverse change in the financial condition, business, operations, or prospects of the Borrower or the occurrence of any Event of Default or default under this Agreement or under any other agreement for borrowed money.
- d) Do all things necessary to maintain in good standing its corporate existence and preserve and keep all material agreements, rights, franchises, licenses, operations, contracts or other arrangements in full force and effect.
- e) Take all necessary actions to ensure that the Bank Security and its obligations hereunder will rank ahead of all other indebtedness of and all other security granted by the Borrower.
- f) Pay all taxes, assessments and government charges unless such taxes, assessments, or charges are being contested in good faith and appropriate reserves shall be made with funds set aside in a separate trust fund.
- g) Provide the Bank with information and financial data as it may request from time to time, including, without limitation, such updated information and/or additional supporting information as the Bank may require with respect to any or all the matters in the Borrower's representation and warranty in Section 6(i).
- h) Maintain property, plant and equipment in good repair and working condition.
- i) Inform the Bank of any actual or probable litigation and furnish the Bank with copies of details of any litigation or other proceedings, which might affect the financial condition, business, operations, or prospects of the Borrower.
- j) Provide such additional security and documentation as may be required from time to time by the Bank or its solicitors.

- k) Continue to carry on the business currently being carried on by the Borrower its subsidiaries and each of the Guarantors at the date hereof.
- l) Maintain adequate insurance on all of its assets, undertakings, and business risks.
- m) Permit the Bank or its authorized representatives full and reasonable access to its premises, business, financial and computer records and allow the duplication or extraction of pertinent information therefrom.
- n) Comply with all applicable laws.

8. STANDARD NEGATIVE COVENANTS

So long as any amounts remain outstanding and unpaid under this Agreement or so long as any commitment under this Agreement remains in effect, the Borrower will not and will ensure that its subsidiaries and each of the Guarantors will not:

- a) Create, incur, assume, or suffer to exist, any mortgage, deed of trust, pledge, lien, security interest, assignment, charge, or encumbrance (including without limitation, any conditional sale, or other title retention agreement, or finance lease) of any nature, upon or with respect to any of its assets or undertakings, now owned or hereafter acquired, except for those Permitted Liens, if any, set out in the Letter.
- b) Create, incur, assume or suffer to exist any other indebtedness for borrowed money (except for indebtedness resulting from Permitted Liens, if any) or guarantee or act as surety or agree to indemnify the debts of any other Person.
- c) Merge or consolidate with any other Person, or acquire all or substantially all of the shares, assets or business of any other Person.
- d) Sell, lease, assign, transfer, convey or otherwise dispose of any of its now owned or hereafter acquired assets (including, without limitation, shares of stock and indebtedness of subsidiaries, receivables and leasehold interests), except for inventory disposed of in the ordinary course of business.
- e) Terminate or enter into a surrender of any lease of any property mortgaged under the Bank Security.
- f) Cease to carry on the business currently being carried on by each of the Borrower, its subsidiaries, and the Guarantors at the date hereof.
- g) Permit any change of ownership or change in the capital structure of the Borrower.

9. ENVIRONMENTAL

The Borrower represents and warrants (which representation and warranty shall continue throughout the term of this Agreement) that the business of the Borrower, its subsidiaries and each of the Guarantors is being operated in compliance with applicable laws and regulations respecting the discharge, omission, spill or disposal of any hazardous materials and that any and all enforcement actions in respect thereto have been clearly conveyed to the Bank.

The Borrower shall, at the request of the Bank from time to time, and at the Borrower's expense, obtain and provide to the Bank an environmental audit or inspection report of the property from auditors or inspectors acceptable to the Bank.

The Borrower hereby indemnifies the Bank, its officers, directors, employees, agents and shareholders, and agrees to hold each of them harmless from all loss, claims, damages and expenses (including legal and audit expenses) which may be suffered or incurred in connection with the indebtedness under this Agreement or in connection with the Bank Security.

10. STANDARD EVENTS OF DEFAULT

The Bank may accelerate the payment of principal and interest under any committed credit facility hereunder and cancel any undrawn portion of any committed credit facility hereunder, at any time after the occurrence of any one of the following Events of Default:

- a) Non-payment of principal outstanding under this Agreement when due or non-payment of interest or fees outstanding under this Agreement within 3 Business Days of when due.
- b) If any representation, warranty or statement made hereunder or made in connection with the execution and delivery of this Agreement or the Bank Security is false or misleading at any time.
- c) If any representation or warranty made or information provided by the Guarantor to the Bank from time to time, including without limitation, under or in connection with the Personal Financial Statement and Privacy Agreement provided by the Guarantor, is false or misleading at any time.
- d) If there is a breach or non-performance or non-observance of any term or condition of this Agreement or the Bank Security and, if such default is capable to being remedied, the default continues unremedied for 5 Business Days after the occurrence.
- e) If the Borrower, any one of its subsidiaries, or, if any of the Guarantors makes a general assignment for the benefit of creditors, files or presents a petition, makes a proposal or commits any act of bankruptcy, or if any action is taken for the winding up, liquidation or the appointment of a liquidator, trustee in bankruptcy, custodian, curator, sequestrator, receiver or any other officer with similar powers or if a judgment or order shall be entered by any court approving a petition for reorganization, arrangement or composition of or in respect of the Borrower, any of its subsidiaries, or any of the Guarantors or if the Borrower, any of its subsidiaries, or any of the Guarantors is insolvent or declared bankrupt.
- f) If there exists a voluntary or involuntary suspension of business of the Borrower, any of its subsidiaries, or any of the Guarantors.
- g) If action is taken by an encumbrancer against the Borrower, any of its subsidiaries, or any of the Guarantors to take possession of property or enforce proceedings against any assets.
- h) If any final judgment for the payment of monies is made against the Borrower, any of its subsidiaries, or any of the Guarantors and it is not discharged within 30 days from the imposition of such judgment.
- i) If there exists an event, the effect of which with lapse of time or the giving of notice, will constitute an event of default or a default under any other agreement for borrowed money in excess of the Cross Default Threshold entered into by the Borrower, any of its subsidiaries, or any of the Guarantors.
- j) If the Borrower, any one of its subsidiaries, or any of the Guarantors default under any other present or future agreement with the Bank or any of the Bank's subsidiaries, including without limitation, any other loan agreement, forward foreign exchange transactions, interest rate and currency and/or commodity swaps.
- k) If the Bank Security is not enforceable or if any party to the Bank Security shall dispute or deny any liability or any of its obligations under the Bank Security, or if any Guarantor terminates a guarantee in respect of future advances.
- l) If, in the Bank's determination, a material adverse change occurs in the financial condition, business operations or prospects of the Borrower, any of the Borrower's subsidiaries, or any of the Guarantors.
- m) If the Borrower or a Guarantor is an individual, the Borrower or such Guarantor dies or is found by a court to be incapable of managing his or her affairs.

11. ACCELERATION

If the Bank accelerates the payment of principal and interest hereunder, the Borrower shall immediately pay to the Bank all amounts outstanding hereunder, including without limitation, the amount of unmatured B/As, CDOR and LIBOR Loans and the amount of all drawn and undrawn L/Gs and L/Cs. All cost to the Bank of unwinding CDOR and LIBOR Loans and all loss suffered by the Bank in re-employing amounts repaid will be paid by the Borrower.

The Bank may demand the payment of principal and interest under the Operating Loan or Farm Property Line of Credit (and any other uncommitted facility) hereunder and cancel any undrawn portion of the Operating Loan or Farm Property Line of Credit (and any other uncommitted facility) hereunder, at any time whether or not an Event of Default has occurred.

12. INDEMNITY

The Borrower agrees to indemnify the Bank from and against any and all claims, losses and liabilities arising or resulting from this Agreement. USD loans must be repaid with USD and CAD loans must be repaid with CAD and the Borrower shall indemnify the Bank for any loss suffered by the Bank if USD loans are repaid with CAD or vice versa, whether such payment is made pursuant to an order of a court or otherwise. In no event will the Bank be liable to the Borrower for any direct, indirect or consequential damages arising in connection with this Agreement.

13. TAXATION ON PAYMENTS

All payments made by the Borrower to the Bank will be made free and clear of all present and future taxes (excluding the Bank's income taxes), withholdings or deductions of whatever nature. If these taxes, withholdings or deductions are required by applicable law and are made, the Borrower, shall, as a separate and independent obligation, pay to the Bank all additional amounts as shall fully indemnify the Bank from any such taxes, withholdings or deductions.

14. REPRESENTATION

No representation or warranty or other statement made by the Bank concerning any of the Facilities shall be binding on the Bank unless made by it in writing as a specific amendment to this Agreement.

15. CHANGING THE AGREEMENT

- a) The Bank may, from time to time, unilaterally change the provisions of this Agreement where (i) the provisions of the Agreement relate to the Operating Loan or Farm Property Line of Credit (and any other uncommitted facility), including changing or adding fees that may be charged in connection therewith, or (ii) such change is for the benefit of the Borrower, or made at the Borrower's request, including without limitation, decreases to fees or interest payable hereunder or (iii) where such change makes compliance with this Agreement less onerous to the Borrower, including without limitation, release of security. These changes can be made by the Bank providing written notice to the Borrower of such changes in the form of a specific waiver or a document constituting an amending agreement. The Borrower is not required to execute such waiver or amending agreement, unless the Bank requests the Borrower to sign such waiver or amending agreement. A change in the Prime Rate and USBR is not an amendment to the terms of this Agreement that requires notification to be provided to the Borrower.
- b) Changes to the Agreement, other than as described in a) above, including changes to covenants and fees payable by the Borrower, are required to be agreed to by the Bank and the Borrower in writing, by the Bank and the Borrower each signing an amending agreement.
- c) The Bank is not required to notify a Guarantor of any change in the Agreement, including any increase in the Credit Limit.

16. ADDED COST

If the introduction of or any change in any present or future law, regulation, treaty, official or unofficial directive, or regulatory requirement, (whether or not having the force of law) or in the interpretation or application thereof, relates to:

- i) the imposition or exemption of taxation of payments due to the Bank or on reserves or deemed reserves in respect of the undrawn portion of any Facility or loan made available hereunder; or,
- ii) any reserve, special deposit, regulatory or similar requirement against assets, deposits, or loans or other acquisition of funds for loans by the Bank; or,
- iii) the amount of capital required or expected to be maintained by the Bank as a result of the existence of the advances or the commitment made hereunder;

and the result of such occurrence is, in the sole determination of the Bank, to increase the cost of the Bank or to reduce the income received or receivable by the Bank hereunder, the Borrower shall, on demand by the Bank, pay to the Bank that amount which the Bank estimates will compensate it for such additional cost or reduction in income and the Bank's estimate shall be conclusive, absent manifest error.

17. EXPENSES

The Borrower shall pay, within 5 Business Days following notification, any fees and expenses (including but not limited to all legal fees) incurred by the Bank in connection with the preparation, registration, ongoing administration, and discharge of this Agreement and the Bank Security and with the enforcement of the Bank's rights and remedies under this Agreement and the Bank Security whether or not any amounts are advanced under the Agreement. These fees and expenses shall include, but not be limited to, any outside counsel fees and expenses, and any in-house legal fees and expenses (if in-house counsel are used), and any outside professional advisory fees and expenses, and any registration, renewal and discharge fees in connection with the Bank Security, including but not limited to, as applicable, land registry, intellectual property registry, Personal Property Security Act, and Le Registre des droits personnels et réels mobiliers fees as established by the applicable federal, provincial and/or territorial government(s) from time to time. The Borrower shall pay interest on unpaid amounts due pursuant to this paragraph at the All-In Rate plus 2% per annum.

Without limiting the generality of Section 25, the Bank or the Bank's agent, is authorized to debit any of the Borrower's accounts with the amount of the fees and expenses owed by the Borrower hereunder, including any registration, renewal and discharge fee as described in this section in connection with the Bank Security, even if that debiting creates an overdraft in any such account. If there are insufficient funds in the Borrower's accounts to reimburse the Bank or its agent for payment of the fees and expenses owed by the Borrower hereunder, the amount debited to the Borrower's accounts shall be deemed to be a Prime Based Loan under the Operating Loan or Farm Property Line of Credit.

The Borrower will, if requested by the Bank, sign a Pre-Authorized Payment Authorization in a format acceptable to the Bank to permit the Bank's agent to debit the Borrower's accounts as contemplated in this Section.

18. NON WAIVER

Any failure by the Bank to object to or take action with respect to a breach of this Agreement or any Bank Security or upon the occurrence of an Event of Default shall not constitute a waiver of the Bank's right to take action at a later date on that breach. No course of conduct by the Bank will give rise to any reasonable expectation which is in any way inconsistent with the terms and conditions of this Agreement and the Bank Security or the Bank's rights thereunder.

19. EVIDENCE OF INDEBTEDNESS

The Bank shall record on its records the amount of all loans made hereunder, payments made in respect thereto, and all other amounts becoming due to the Bank under this Agreement. The Bank's records constitute, in the absence of manifest error, conclusive evidence of the indebtedness of the Borrower to the Bank pursuant to this Agreement.

The Borrower will sign the Bank's standard form Letter of Credit Indemnity Agreement for all L/Cs and L/Gs issued by the Bank.

With respect to chattel mortgages taken as Bank Security, this Agreement is the Promissory Note referred to in same chattel mortgage, and the indebtedness incurred hereunder is the true indebtedness secured by the chattel mortgage.

20. ENTIRE AGREEMENTS

This Agreement replaces any previous letter agreements dealing specifically with terms and conditions of the credit facilities described in the Letter. Agreements relating to other credit facilities made available by the Bank continue to apply for those other credit facilities. This Agreement, and if applicable, the Letter of Credit Indemnity Agreement, are the entire agreements relating to the Facilities described in this Agreement.

21. NON-MERGER

Notwithstanding the execution, delivery or registration of the Bank Security and notwithstanding any advances made pursuant thereto, this Agreement shall continue to be valid, binding and enforceable and shall not merge as a result thereof. Any default under this Agreement shall constitute concurrent default under the Bank Security. Any default under the Bank Security shall constitute concurrent default under this Agreement. In the event of an

inconsistency between the terms of this Agreement and the terms of the Bank Security, the terms of this Agreement shall prevail and the inclusion of any term in the Bank Security that is not dealt with in this Agreement shall not be an inconsistency.

22. ASSIGNMENT

The Bank may assign or grant participation in all or part of this Agreement or in any loan made hereunder without notice to and without the Borrower's consent.

The Borrower may not assign or transfer all or any part of its rights or obligations under this Agreement.

23. RELEASE OF INFORMATION

The Borrower hereby irrevocably authorizes and directs the Borrower's accountant, (the "Accountant") to deliver all financial statements and other financial information concerning the Borrower to the Bank and agrees that the Bank and the Accountant may communicate directly with each other.

24. FX CLOSE OUT

The Borrower hereby acknowledges and agrees that in the event any of the following occur: (i) Default by the Borrower under any forward foreign exchange contract ("FX Contract"); (ii) Default by the Borrower in payment of monies owing by it to anyone, including the Bank; (iii) Default in the performance of any other obligation of the Borrower under any agreement to which it is subject; or (iv) the Borrower is adjudged to be or voluntarily becomes bankrupt or insolvent or admits in writing to its inability to pay its debts as they come due or has a receiver appointed over its assets, the Bank shall be entitled without advance notice to the Borrower to close out and terminate all of the outstanding FX Contracts entered into hereunder, using normal commercial practices employed by the Bank, to determine the gain or loss for each terminated FX contract. The Bank shall then be entitled to calculate a net termination value for all of the terminated FX Contracts which shall be the net sum of all the losses and gains arising from the termination of the FX Contracts which net sum shall be the "Close Out Value" of the terminated FX Contracts. The Borrower acknowledges that it shall be required to forthwith pay any positive Close Out Value owing to the Bank and the Bank shall be required to pay any negative Close Out Value owing to the Borrower, subject to any rights of set-off to which the Bank is entitled or subject.

25. SET-OFF

In addition to and not in limitation of any rights now or hereafter granted under applicable law, the Bank may at any time and from time to time without notice to the Borrower or any other Person, any notice being expressly waived by the Borrower, set-off and compensate and apply any and all deposits, general or special, time or demand, provisional or final, matured or unmatured, in any currency, and any other indebtedness or amount payable by the Bank (irrespective of the place of payment or booking office of the obligation), to or for the credit of or for the Borrower's account, including without limitation, any amount owed by the Bank to the Borrower under any FX Contract or other treasury or derivative product, against and on account of the indebtedness and liability under this Agreement notwithstanding that any of them are contingent or unmatured or in a different currency than the indebtedness and liability under this Agreement.

When applying a deposit or other obligation in a different currency than the indebtedness and liability under this Agreement to the indebtedness and liability under this Agreement, the Bank will convert the deposit or other obligation to the currency of the indebtedness and liability under this Agreement using the exchange rate determined by the Bank at the time of the conversion.

26. SEVERABILITY

In the event any one or more of the provisions of this Agreement shall for any reason, including under any applicable statute or rule of law, be held to be invalid, illegal or unenforceable, that part will be severed from this Agreement and will not affect the enforceability of the remaining provisions of this Agreement, which shall remain in full force and effect.

27. MISCELLANEOUS

- i) The Borrower has received a signed copy of this Agreement;

- ii) If more than one Person, firm or corporation signs this Agreement as the Borrower, each party is jointly and severally liable hereunder, and the Bank may require payment of all amounts payable under this Agreement from any one of them, or a portion from each, but the Bank is released from any of its obligations by performing that obligation to any one of them;
- iii) Accounting terms will (to the extent not defined in this Agreement) be interpreted in accordance with accounting principles established from time to time by the Canadian Institute of Chartered Accountants (or any successor) consistently applied, and all financial statements and information provided to the Bank will be prepared in accordance with those principles;
- iv) This Agreement is governed by the law of the Province or Territory where the Branch/Centre is located;
- v) Unless stated otherwise, all amounts referred to herein are in Canadian dollars.
- vi) If the Borrower qualifies as an Eligible Enterprise and the facility/ies hereunder are not secured by a mortgage on real property, the Borrower has the right to cancel this Agreement without incurring a cancellation charge until the end of the third Business Day after the day on which this Agreement is entered into and may be entitled to the refund of certain fees other than (i) any amounts related to the use of the product or service prior to its cancellation; and (ii) any expense that the Bank has reasonably incurred in providing the product or service. Eligible Enterprise, as defined in the Bank Act, means a business with authorized credit of less than CAD\$1,000,000, fewer than 500 employees and annual revenues of less than CAD\$50,000,000.

28. CUSTOMER RESOLUTION PROCESS

Tell us about your problem or concern in the way that is most convenient for you. You may contact a Customer Service Representative at your Branch or Business Unit that handles your account, call us toll free at 1-833-259-5980, contact us by mail at Customer Service, TD Centre, P.O. Box 193, Toronto, Ontario, M5K 1H6, by fax at 1-877-983-2932 or by e-mail at customer.service@td.com. As a next step, if your concern remains unresolved, the Manager will offer to elevate your problem to a representative of the Senior Management Office. Alternatively, if you prefer to elevate the problem yourself, you may contact the Manager, or one of our telephone banking specialists at the toll-free number above, and they will assist you.

If your concern remains unresolved, you may contact the Senior Customer Complaints Office by email at td.scco@td.com, by mail at P.O. Box 1, TD Centre, Toronto, Ontario, M5K 1A2, or toll free at 1-888-361-0319. If your concern still remains unresolved, you may then contact the ADR Chambers Banking Ombuds Office (ADRBO) by mail at 31 Adelaide Street East, P.O. Box 1066, Toronto, Ontario, M5C 1K9 or telephone: 1-800-941-3655 or toll free fax: 1-877-307-5127 and at www.bankingombuds.ca or contact@bankingombuds.ca. For a more detailed overview please obtain a copy of our "If You Have a Problem or Concern" brochure from any branch or from our website at www.td.com.

Financial Consumer Agency of Canada (FCAC) - If you have a complaint regarding a potential violation of a consumer protection law, a public commitment, or an industry code of conduct, you can contact the FCAC in writing at: 6th Floor, Enterprise Building, 427 Laurier Ave. West, Ottawa, Ontario K1R 1B9. The FCAC can also be contacted by telephone at 1-866-461-3222 (en français 1-866-461-2232) or through its website at www.fcac-acfc.gc.ca. Please note that the FCAC does not become involved in matters of redress or compensation - all such requests must follow the process set out above.

29. CONSENT TO THE COLLECTION, USE AND/OR DISCLOSURE OF INFORMATION - INDIVIDUALS

In this Section, "you" and "your" means: (i) any individual, or that individual's authorized representative, who is the Borrower; (ii) any individual, or that individual's authorized representative, who has offered to provide a guarantee for any product or service offered by us to the Borrower; (iii) any individual who is a partner of the Borrower; and (iv) the signing authorities, as identified to us, of the Borrower. In this Section and in Section 30, the words "we", "us" and "our" mean TD Bank Group ("TD"). TD includes The Toronto-Dominion Bank and its world-wide affiliates, which provide deposit, investment, loan, securities, trust, insurance and other products or services. The word "Information" means financial, personal and other details about you, that you provide to us and we obtain from others outside our organization, including through the products and services that are provided by us to the Borrower. You agree that, at the time you request to begin a relationship with us and during the course of our relationship, we may share your Information within TD, and collect, use and disclose your Information as described in the Privacy Agreement separately provided to you and available at any TD Canada Trust branch or online at td.com, including for, but not limited to, the purposes of identifying you, providing you with ongoing service, helping us serve you better, protecting us both from fraud and error, complying with legal and regulatory requirements, and marketing products and services to you.

We may communicate with you for any of these purposes by telephone, fax, text messaging, or other electronic means, and automatic dialing-announcing device, at the numbers you have provided to us, or by ATM, internet, mail, email and other methods. If:

- a) there are changes to the signing authorities of the Borrower; or
- b) at the time of obtaining a product or service from us, the Borrower has indicated that the product or service will be used by or on behalf of a third party who is an individual; or
- c) at the time of obtaining a product or service from us, the Borrower, if a corporation, has any individual who owns or controls, directly or indirectly, 25 per cent or more of the shares of the corporation, or has any director, where such individual or director is not, as such time, either a signing authority of the corporation or a personal banking customer of TD; or
- d) at the time of obtaining a product or service from us, such Borrower, if other than a corporation, has any individual who owns or controls, directly or indirectly, 25 per cent or more of such Borrower, where such individual is not, at such time, either a signing authority of the Borrower or a personal banking customer of TD;

then the Borrower agrees to make such signing authorities and any such individual or director aware of the Privacy Agreement, advise them that they are subject to such agreement and inform them that a copy of such agreement is available at any TD Canada Trust branch or online at td.com. The definition of "you" in the Privacy Agreement shall be deemed to include any such individual or director. Notwithstanding the foregoing, c) and d) shall not apply where the Borrower is a public body, or a corporation that has minimum net assets of \$75 million on its last audited balance sheet and whose shares are traded on a Canadian stock exchange or a stock exchange that is prescribed by section 3201 of the Income Tax Regulations, as may be amended from time to time, and operates in a country that is a member of the Financial Action Task Force.

To understand how you can withdraw your consent, refer to the "Marketing Purposes" section of the Privacy Agreement or contact us at 1-866-567-8888.

30. CONSENT TO THE COLLECTION AND/OR DISCLOSURE OF INFORMATION – BORROWER (OTHER THAN AN INDIVIDUAL)

In addition to any rights the Bank may have regarding the collection and disclosure of the Borrower's information, the Borrower authorizes the Bank to obtain information about the Borrower from, and disclose information about the Borrower to, TD, other lenders, credit reporting or credit rating agencies, credit bureaus, auditors, governmental and regulatory authorities, references provided by the Borrower and any supplier, agent or other party that performs services for the Borrower or for the Bank.

31. DEFINITIONS

Capitalized Terms used in this Agreement shall have the following meanings:

"*Agreement*" means the agreement between the Bank and the Borrower set out in the Letter and this Schedule "A" - Standard Terms and Conditions, as amended from time to time in accordance with Section 15 of this Schedule "A".

"*All-In Rate*" means the greater of the interest rates that the Borrower pays for Floating Rate Loans or the highest fixed rate paid for Fixed Rate Term Loans.

"*Business Day*" means any day (other than a Saturday or Sunday) that the Branch/Centre is open for business.

"*Branch/Centre*" means The Toronto-Dominion Bank branch or banking centre noted on the first page of the Letter, or such other branch or centre as may from time to time be designated by the Bank.

"*Contractual Term Maturity Date*" means the last day of the Contractual Term period. If the Letter does not set out a specific Contractual Term period but rather refers to a period of time up to which the Contractual Term Maturity Date can occur, the Bank and the Borrower must agree on a Contractual Term Maturity Date before first drawdown, which Contractual Term Maturity Date will be set out in the Rate and Payments Terms Notice.

"*Cross Default Threshold*" means the cross default threshold set out in the Letter. If no such cross default threshold is set out in the Letter it will be deemed to be zero.

"*Face Amount*" means, in respect of:

- (i) a B/A, the amount payable to the holder thereof on its maturity;
- (ii) A L/C or L/G, the maximum amount payable to the beneficiary specified therein or any other Person to whom payments may be required to be made pursuant to such L/C or L/G.

"*Daily Simple SOFR*" means, for any day, SOFR, with the conventions for this rate (which will include a lookback being established by the Bank in accordance with the conventions for this rate recommended by the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or any successor thereto, for determining "Daily Simple SOFR" for bilateral business loans; provided, that if the Bank decides that any such convention is not administratively feasible for the Bank, then the Bank may establish another convention in its reasonable discretion.

"*Early Opt-in Effective Date*" means, with respect to any Early Opt-in Election, the sixth (6th) Business Day after the date notice of such Early Opt-in Election is provided to the Borrower.

"*Early Opt-in Election*" means the occurrence of:

- (i) a determination by the Bank that at least five currently outstanding U.S. dollar-denominated syndicated or bilateral credit facilities at such time contain (as a result of amendment or as originally executed) a SOFR-based rate (including SOFR, a term SOFR or any other rate based upon SOFR) as a benchmark rate, and
- (ii) the election by the Bank to trigger a fallback from LIBOR and the provision by the Bank of written notice of such election to the Borrower.

"*Fixed Rate Term Loan*" means any drawdown in Canadian dollars under a Facility at an interest rate which is fixed for a Rate Term at such rate as is determined by the Bank at its sole discretion.

"*Floating Rate Loan*" means any loan drawn down, converted or extended under a Facility at an interest rate which is referenced to a variable rate of interest, such as the Prime Rate.

"*Inventory Value*" means, at any time of determination, the total value (based on the lower of cost or market) of the Borrower's inventories that are subject to the Bank Security (other than (i) those inventories supplied by trade creditors who at that time have not been fully paid and would have a right to repossess all or part of such inventories if the Borrower were then either bankrupt or in receivership, (ii) those inventories comprising work in process and (iii) those inventories that the Bank may from time to time designate in its sole discretion) minus the total amount of any claims, liens or encumbrances on those inventories having or purporting to have priority over the Bank.

"*Letter*" means the letter from the Bank to the Borrower to which this Schedule "A" - Standard Terms and Conditions is attached.

"*Letter of Credit*" or "*L/C*" means a documentary letter of credit or similar instrument in form and substance satisfactory to the Bank.

"*Letter of Guarantee*" or "*L/G*" means a stand-by letter of guarantee or similar instrument in form and substance satisfactory to the Bank.

"*LIBOR Replacement Conforming Changes*" means any technical, administrative or operational changes (including changes to applicable definitions, timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Bank decides may be appropriate to reflect the adoption and implementation of the LIBOR Successor Rate and the Bank's administration thereof in a manner substantially consistent with market practice (or, if the Bank decides that adoption of any portion of such market practice is not administratively feasible or determines that no market practice for the administration of the LIBOR Successor Rate exists, in such other manner of administration as the Bank decides is reasonably necessary in connection with the administration of this Agreement and the other documents required hereunder).

"*LIBOR Successor Rate*" means, for any interest period as of the applicable date of determination, the first alternative set forth below that can be determined by the Bank:

- (i) the sum of: (a) Term SOFR and (b) 0.11448% (11.448 basis points) for an interest period of 1 month, 0.26161% (26.161 basis points) for an interest period of 3 months, and 0.42826% (42.826 basis points) for an interest period of 6 months, or
- (ii) the sum of: (x) Daily Simple SOFR and (y) the spread adjustment selected or recommended by the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or any successor thereto, for the replacement of the contract maturity of LIBOR with a SOFR-based rate having approximately the same length as the interest payment period specified in the "LIBOR Discontinuation" clause in Section 3 of this Schedule A.

"*Maturity Date*" for a Facility, means the date on which all amounts outstanding under such Facility are due and payable to the Bank.

"*Person*" includes any individual, sole proprietorship, corporation, partnership, joint venture, trust, unincorporated association, association, institution, entity, party, or government (whether national, federal, provincial, state, municipal, city, county, or otherwise and including any instrumentality, division, agency, body, or department thereof).

"*Purchase Money Security Interest*" means a security interest on an asset which is granted to a lender or to the seller of such asset in order to secure the purchase price of such asset or a loan incurred to acquire such asset, provided that the amount secured by the security interest does not exceed the cost of the asset and provided that the Borrower provides written notice to the Bank prior to the creation of the security interest, and the creditor under the security interest has, if requested by the Bank, entered into an inter-creditor agreement with the Bank, in a format acceptable to the Bank.

"*Rate Term*" means that period of time as selected by the Borrower from the options offered to it by the Bank, during which a Fixed Rate Term Loan will bear a particular interest rate. If no Rate Term is selected, the Borrower will be deemed to have selected a Rate Term of 1 year.

"*Rate and Payment Terms Notice*" means the written notice sent by the Bank to the Borrower setting out the interest rate and payment terms for a particular drawdown.

"*Receivable Value*" means, at any time of determination, the total value of those of the Borrower's trade accounts receivable that are subject to the Bank Security other than (i) those accounts then outstanding for 90 days, (ii) those accounts owing by Persons, firms or corporations affiliated with the Borrower, (iii) those accounts that the Bank may from time to time designate in its sole discretion, (iv) those accounts subject to any claim, liens, or encumbrance having or purporting to have priority over the Bank, (v) those accounts which are subject to a claim of set-off by the obligor under such account, MINUS the total amount of all claims, liens, or encumbrances on those receivables having or purporting to have priority over the Bank.

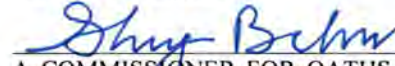
"Receivables/Inventory Summary" means a summary of the Borrower's trade account receivables and inventories, in form as the Bank may require and certified by a senior officer/representative of the Borrower.

"SOFR" means, with respect to any Business Day, a rate per annum equal to the secured overnight financing rate for such Business Day published by the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate) on the website of the Federal Reserve Bank of New York, currently at <http://www.newyorkfed.org> (or any successor source for the secured overnight financing rate identified as such by the administrator of the secured financing rate from time to time), on the immediately succeeding Business Day.

"Term SOFR" means, for the applicable corresponding interest period, the forward-looking term rate based on SOFR that has been selected or recommended by the Federal Reserve System or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or any successor thereto.

"USD" or "USD Equivalent" means, on any date, the equivalent amount in United States Dollars after giving effect to a conversion of a specified amount of Canadian Dollars to United States Dollars at the exchange rate determined by the Bank at the time of the conversion.

THIS IS EXHIBIT " C " referred to in the Affidavit of **David Quinn**, SWORN before me by electronic means on Friday, June 30, 2023.



A COMMISSIONER FOR OATHS for the Province of Saskatchewan - Being a Solicitor

Mortgage
The Land Titles Act - Saskatchewan

I/WE, ABILITY SOCIETY OF ALBERTA

(hereinafter called the "Mortgagor") being registered as owner of an estate in fee simple in that piece of land described as follows.

LOT A
BLK/PAR 5
PLAN NO 84MJ011012 EXTENSION 0

Full Legal
Description of
Mortgaged
Property

in consideration of the sum of TWO DOLLARS (\$2.00) in lawful money of Canada now paid by THE TORONTO-DOMINION BANK (hereinafter called the "Bank") to the Mortgagor (the receipt whereof is hereby acknowledged) hereby covenant with the Bank that the Mortgagor will pay to the Bank ON DEMAND the principal sum of THREE MILLION NINE HUNDRED SEVENTY NINE THOUSAND-----00/100

Principal Amount
of Mortgage

* Insert Fixed
or Margin Rate
and Delete
Inapplicable
Bracketed
Wording

(\$3,979,000.00) (hereinafter called "Principal Sum") with interest thereon (at the rate of -----%*)/ (at the rate equal to the Bank's Prime Rate - defined below - charged on loans by the Bank in Canadian dollars as announced from time to time by the Bank plus 5.00 %*) per annum calculated and payable monthly not in advance before and after maturity, default and judgment with interest on overdue interest at the rate aforesaid and all other amounts charged to

the Mortgagor hereunder (the Principal Sum, interest and other amounts being hereinafter referred to as the "Indebtedness") and taxes and performance of statute labour, and will observe and perform all covenants, provisos and conditions herein contained. Any payment appropriated as a permanent reduction of the Indebtedness shall be first applied against interest accrued hereunder. If applicable, "Prime Rate" means the rate of interest per annum established and reported by the Bank to the Bank of Canada from time to time as the reference rate for the determination of interest rates that the Bank charges to customers of varying degrees of credit worthiness in Canada for Canadian dollar loans made by it in Canada.

**OBLIGATIONS
SECURED**

THE MORTGAGOR agrees that this Mortgage is a continuing collateral security for payment of the Indebtedness up to a maximum amount equal to the Principal Sum with interest thereon at the said rate. THE MORTGAGOR further agrees that the Indebtedness hereby secured shall include all monies and liabilities whether direct or indirect, absolute or contingent, now or hereafter owing, wheresoever or howsoever incurred from or by the Mortgagor, as principal or surety, whether alone or jointly with any other person and in whatever name style or firm, whether otherwise secured or not and whether arising from dealings between the Bank and the Mortgagor or from other dealings or proceedings by which the Bank may become a creditor of the Mortgagor including, without limitation, advances upon overdrawn account or upon bills of exchange, promissory notes or other obligations negotiable or otherwise representing money and liabilities, or any portion thereof, now or hereafter owing or incurred from or by the Mortgagor and all interest, damages, costs, charges and expenses which may become due or payable to the Bank or may be paid or incurred by the Bank, upon or in respect of the said money and liabilities or any portion thereof, all premiums of insurance upon the buildings, fixtures and improvements now or hereafter brought or erected upon the said lands (which buildings, fixtures, improvements and the lands and premises shall hereinafter be referred to as the "Mortgaged Property" unless the context otherwise provides), which may be paid by the Bank and taxes.

AND THE MORTGAGOR further covenants and agrees with the Bank that the Mortgagor will assume and pay all costs, charges and expenses, including solicitors' costs, charges and expenses as between solicitor and his own client, of the Bank relating to the preparation and registration of this mortgage or to the collection, enforcement, realization or protection of the security herein contained or the monies due and payable hereunder, including foreclosure or execution proceedings commenced by the Bank or any other party, and until paid the same shall be part of the principal hereby secured and be a charge on the Mortgaged Property in favour of the Bank, carrying interest at the rate aforesaid, prior to all claims thereon subsequent to this mortgage.

DEFERANCE

PROVIDED, however, this mortgage to be void UPON REPAYMENT of the Indebtedness upon demand or UPON PERMANENT REPAYMENT of the Indebtedness with written notice to such effect to the Bank.

**PROMISE TO
PAY
TITLE
INSURANCE**

THE MORTGAGOR covenants with the Bank THAT: he will ON DEMAND pay the Indebtedness and observe all provisos contained herein; he has a good title in fee simple to the Mortgaged Property, save and except prior registered encumbrances; he has the right to charge the Mortgaged Property to the Bank; on default the Bank shall have quiet possession of the Mortgaged Property free from all encumbrances, save as aforesaid; he will execute such further assurances of the Mortgaged Property as may be requisite; and he will insure the Mortgaged Property to an amount of not less than the principal amount hereby secured in dollars of lawful money of Canada, PROVIDED that if and whenever such amount be greater than the insurable value of the buildings, fixtures and improvements now or hereafter brought or erected upon the lands and premises, such insurance shall not be required to any greater extent than such insurable value and if and whenever such amount shall be less than the insurable value the Bank may require such insurance to the full insurable value. It is further agreed that the Bank may require any insurance hereunder to be cancelled and new insurance effected by an insurer to be approved by it and also may of its own accord effect or maintain any insurance herein provided for, and any amount paid by it therefor shall be forthwith payable to it with interest at the aforesaid rate by the Mortgagor and shall be a charge upon the Mortgaged Property prior to all claims thereon subsequent to this mortgage.

**REPAIRS AND
MAINTENANCE**

THE MORTGAGOR covenants with the Bank that he will keep the Mortgaged Property in good condition and repair, and that the Bank may, whenever it deems it necessary, by its surveyor or agent enter upon and inspect the Mortgaged Property and the reasonable cost of such inspection shall be added to the Indebtedness, and that if the Mortgagor or those claiming under him neglect to keep the Mortgaged Property in good condition and repair or commit any act of waste on the Mortgaged Property or do anything by which the value of the Mortgaged Property shall be diminished, as to all of which the Bank shall be sole judge, or make default as to any of the covenants or provisos herein contained, the Indebtedness shall, at the option of the Bank, forthwith become due and payable, and in default of payment thereof the powers of entering upon, leasing and selling hereby given may, subject to applicable law, be exercised forthwith, and the Bank may make such repairs as it deems necessary and the cost thereof with interest thereon at the aforesaid rate shall be a charge upon the Mortgaged Property prior to all claims thereon subsequent to this mortgage.

OBLIGATION
TO BUILD
DILIGENTLY

THE MORTGAGOR covenants with the Bank that if the Mortgagor fails at any time for a period of ten days to diligently carry on the work of construction of any building or buildings being or to be erected on the Mortgaged Property or, without the consent in writing of the Bank, departs in such construction from any plans and specifications thereof approved by the Bank or from the generally accepted standards of construction in the locality of the Mortgaged Property, or permits any mechanics' or other lien to be registered against the Mortgaged Property for any period exceeding thirty days, the Bank at its option at any time thereafter through its agents or contractors may enter the Mortgaged Property and have exclusive possession thereof and of all materials, plant, gear and equipment thereon free of interference from or by the Mortgagor and proceed to complete the construction of the building or buildings either according to the said plans and specifications or according to other plans, specifications or design as the Bank in its absolute discretion shall elect, and all expenses of every nature incurred by the Bank in going into possession and securing and in completing and equipping the building or buildings or in any way in connection therewith shall be payable by the Mortgagor to the Bank, and at the aforesaid rate shall be a charge upon the Mortgaged Property prior to all claims thereon subsequent to this mortgage.

POWER TO
LEASE OR SELL
MORTGAGED
PROPERTY

PROVIDED that the Bank, on default of payment of the Indebtedness or any portion thereof for the minimum default period, on giving the minimum notice, according to applicable law, may enter on, lease or sell the Mortgaged Property. Provided further that, on default of payment for the relevant minimum default period, according to applicable law, the foregoing powers of entry, leasing and selling may be exercised by the Bank without any notice whatsoever.

RIGHTS OF
BANK IN
SALE OF
MORTGAGED
PROPERTY

THE BANK, in the event of default by the Mortgagor in payment of the Indebtedness or any portion thereof, may sell the Mortgaged Property or any part thereof by public auction or private sale for such price as can reasonably be obtained therefor and on such terms as to credit and otherwise and with such conditions of sale as it shall in its discretion deem proper and, in the event of any sale on credit or for cash or for part cash and part credit, the Bank shall not be accountable for or be charged with any monies until actually received by it; and the Bank may rescind or vary any contract of sale and may buy in and resell the Mortgaged Property or any part thereof without being answerable for loss occasioned thereby; and no purchaser shall be bound to enquire into the legality, regularity or propriety of any sale or be affected by notice of any irregularity or impropriety; and no lack of default or want of notice or other requirement or any irregularity or impropriety of any kind shall invalidate any sale hereunder, but the Bank alone shall be responsible; and the Bank may sell without entering into actual possession of the Mortgaged Property and while in possession shall be accountable only for monies which are actually received by it and sales may be made from time to time of parts of the Mortgaged Property to satisfy any portion of the Indebtedness, leaving the residue thereof secured hereunder on the remainder of the Mortgaged Property, or may take proceedings to sell and may sell the Mortgaged Property for any portion of the Indebtedness subject to the balance of any Indebtedness not yet due at the time of the sale; and the costs of any sale proceedings hereunder, whether such sale proves abortive or not, and all costs, charges and expenses, including solicitors' costs, charges and expenses as between solicitor and his own client incurred in taking, recovering or keeping possession of the Mortgaged Property or in enforcing the personal remedies under this mortgage or by reason of non-payment or in procuring payment of the monies payable hereunder shall be payable forthwith by the Mortgagor.

APPOINTMENT
OF RECEIVER

If the Mortgagor shall be in default in the observance or performance of any of the terms, conditions, covenants or payments described herein or in any additional or collateral security given by the Mortgagor to the Bank then the Bank may in writing appoint any person, whether an officer or employee of the Bank or not, to be a receiver of the Mortgaged Property and the rents and profits derived therefrom, and may remove the receiver so appointed and appoint another in his stead. The term "receiver" as used in this mortgage includes a receiver and manager. The following provisions shall apply to this paragraph:

- (a) The receiver so appointed is conclusively the agent of the Mortgagor and the Mortgagor shall be solely responsible for the acts or defaults and for the remuneration and expenses of the receiver. The Bank shall not be in any way responsible for any misconduct or negligence on the part of the receiver and may, from time to time, fix the remuneration of the receiver and be at liberty to direct the payment thereof from proceeds collected.
- (b) Nothing contained herein and nothing done by the Bank or by the receiver shall render the Bank a mortgagee in possession or responsible as such.
- (c) All monies received by the receiver, after providing for payment and charges ranking prior to this mortgage and for all costs, charges and expenses of or incidental to the exercise of any of the powers of the receiver as hereinafter set forth, shall be applied in or towards satisfaction of the monies owing pursuant to this mortgage.
- (d) The receiver so appointed shall have power to:

- (i) take possession of, collect rents and profits and get in, the property charged by this mortgage and any additional or collateral security granted by the Mortgagor to the Bank and for that purpose may take any proceedings, be they legal or otherwise, in the name of the Mortgagor or otherwise;
 - (ii) carry on or concur in carrying on the business which the Mortgagor is conducting on and from the Mortgaged Property and for that purpose may borrow money on the security of the Mortgaged Property in priority to this mortgage;
 - (iii) lease all or any portion of the Mortgaged Property and for that purpose execute contracts in the name of the Mortgagor which said contracts shall be binding upon the Mortgagor.
- (e) The rights and powers conferred herein are supplemental to and not in substitution for any other rights which the Bank may have from time to time.

TAKING
POSSESSION
OF PERSONAL
PROPERTY

PROVIDED that the Bank may distrain for arrears of any portion of the Indebtedness. The Mortgagor hereby waives the right to claim exemption of, and agrees that the Bank shall not be limited to, the amount for which the Bank may distrain.

QUIET
POSSESSION

PROVIDED that until default of payment the Mortgagor shall have quiet possession of the Mortgaged Property.

RELEASE OF
MORTGAGED
PROPERTY
BY BANK

IT IS FURTHER AGREED by the Mortgagor that the Bank may at its discretion at all times release any part or parts of the Mortgaged Property or any other security or any surety for the Indebtedness or any portion thereof either with or without any sufficient consideration therefor, without responsibility therefor and without thereby releasing any other part of the Mortgaged Property or any person from this mortgage or from any of the covenants herein contained and without being accountable to the Mortgagor for the value thereof or for any money except that actually received by the Bank, it being expressly agreed that every part or lot into which the Mortgaged Property is or may hereafter be divided does and shall stand charged with the whole of the Indebtedness. PROVIDED that no extension of time given by the Bank to the Mortgagor or anyone claiming under the Mortgagor or any other dealing by the Bank with the owner or owners of the equity of redemption of the Mortgaged Property or of any part thereof shall in any way affect or prejudice the rights of the Bank against the Mortgagor or any other person liable for the payment of the Indebtedness or any portion thereof.

PAYMENT
OF OTHER
CHARGES
BY BANK

AND IT IS FURTHER AGREED by the Mortgagor that the Bank may satisfy any charge now or hereafter existing or to arise or be claimed upon the Mortgaged Property, and the amounts so paid shall be added to the Indebtedness and bear interest at the aforesaid rate and shall be forthwith payable by the Mortgagor to the Bank and in default of payment, the Indebtedness, at the option of the Bank, shall forthwith become due and payable and the power of sale hereby given may be exercised forthwith without any notice. And, in the event of the Bank satisfying any such charge or claim, the Bank shall be entitled to all equities and securities of the person or persons so paid off and it may retain any discharge unregistered for six months and thereafter as long as it may think proper.

SALE OR
TRANSFER OF
MORTGAGED
PROPERTY BY
MORTGAGOR

AND THE MORTGAGOR covenants and agrees with the Bank that he will not, without the prior consent in writing of the Bank, sell, transfer or otherwise dispose of the Mortgaged Property or any portion thereof or any interest therein; and, in the event of such sale, transfer or other disposition, without the consent of the Bank, the Indebtedness shall, at the option of the Bank, forthwith become due and payable.

MORTGAGE
NOT A
SUBSTITUTE
FOR ANY
OTHER
SECURITY

PROVIDED ALWAYS and it is hereby expressly agreed by the Mortgagor that this mortgage shall not create any merger, rebate or discharge of any debt owing to the Bank or of any lien, bond, promissory note, bill of exchange or other security held by or which may hereafter be held by the Bank, whether from the Mortgagor or any other party or parties whomsoever, and this mortgage shall not in any way affect any security held or which may hereafter be held by the Bank for the Indebtedness or any portion or portions thereof or the liability of any endorser or any other person or persons upon any such lien, bond, bill of exchange, promissory note or other security or contract or any renewal or renewals thereof held by the Bank for or on account of the Indebtedness or any portion or portions thereof nor shall the remedies of the Bank in respect thereof be affected in any manner whatsoever. PROVIDED further that the taking of a judgment or judgments against the Mortgagor on any of the covenants herein contained shall not operate as a merger of the said covenants or affect the Bank's right to interest on the Indebtedness at the rate payable by the Mortgagor to the Bank, and further that any such judgment may provide that interest thereon shall be computed at the same rate until such judgment shall have been fully paid and satisfied.

BANK MAY
APPROPRIATE
PAYMENTS
TO ANY DEBT

AND IT IS FURTHER UNDERSTOOD AND AGREED that the Bank shall have the right at any time, subject to applicable law, to appropriate any payment made as a temporary or permanent reduction of any portion of the

Indebtedness, whether the same be represented by open account, overdraft or by any bills, notes or other instruments and whether then due or to become due, and may from time to time, subject to applicable law, revoke or alter such appropriation and appropriate such payment as a temporary or permanent reduction of any other portion of the Indebtedness as the Bank in its sole and uncontrolled discretion may see fit.

**MORTGAGE
CONTINUING
SECURITY**

AND IT IS FURTHER UNDERSTOOD AND AGREED that this mortgage may secure a current or running account and shall stand as a continuing collateral security to the Bank for the payment of the Indebtedness and all interest, damages, costs, charges and expenses which may become due or payable to the Bank or which may be paid or incurred by the Bank upon or in respect of the Indebtedness or any portion thereof notwithstanding any fluctuation or change in the amount, nature or form of the Indebtedness or in the bills, notes or other obligations now or hereafter representing the same or any portion thereof or in the names of the parties to the said bills, notes or obligations or any of them.

TAXES

AND THE MORTGAGOR covenants and agrees with the Bank that he will in each year within ten (10) days after the same become due and payable produce to and leave with the Bank the duly receipted tax bills for that year covering the Mortgaged Property.

**CONDOMINIUMS
BANK'S RIGHT
TO VOTE**

If a condominium unit or units are part of the Mortgaged Property, the Bank by accepting delivery of and registering this mortgage authorizes and empowers the Mortgagor to vote or consent or not to consent respecting all matters relating to the relevant Condominium Corporation provided that:

- (a) the Bank may at any time upon written notice to the Mortgagor and the Condominium Corporation revoke this authorization; in such case
- (b) the Bank shall not be under any obligation to vote or consent or not to consent as aforesaid to protect the interests of the Mortgagor; and
- (c) the exercise by the Bank of its right to vote or consent or not to consent as aforesaid shall not constitute the Bank a mortgagee in possession.

IT IS HEREBY AGREED that wherever in this mortgage the word "Mortgagor" is used the same shall extend to and include the heirs, executors, administrators, successors and assigns of the Mortgagor, and wherever in this mortgage the word "Bank" is used the same shall extend to and include the successors and assigns of the Bank and wherever the singular or masculine is used the same shall be construed as meaning the plural or the feminine or the neuter where the context or the parties hereto so require,

IT IS UNDERSTOOD AND AGREED that this mortgage shall be deemed to be made in and shall be construed according to the laws of the province of Saskatchewan.

If the Mortgagor is a body corporate, the Mortgagor further covenants and agrees with the Bank:

- (I) That The Land Contracts (Actions) Act of the Province of Saskatchewan shall have no application to any action, as defined in The Land Contracts (Actions) Act, aforesaid, with respect to this mortgage; and
- (II) That The Limitation of Civil Rights Act of the Province of Saskatchewan shall have no application to:
 - (a) this mortgage;
 - (b) any mortgage, charge or other security for the payment of money made, given or created by this mortgage;
 - (c) any agreement or instrument renewing or extending or collateral to this mortgage or renewing or extending or collateral to any mortgage, charge or other security referred to or mentioned in sub-division (b) of this paragraph (II); or
 - (d) the rights, powers or remedies of the Bank under this mortgage or under any mortgage, charge, other security, agreement or instrument referred to or mentioned in sub-division (b) or sub-division (c) of this paragraph (II).

And for the better securing to the Bank the repayment in manner aforesaid of the Indebtedness, the Mortgagor does hereby mortgage to the Bank all the Mortgagor's estate and interest in the land above described.

IF THE MORTGAGOR IS AN INDIVIDUAL:
IN WITNESS WHEREOF the Mortgagor(s) has/have signed this Mortgage this

SIGNED, SEALED AND DELIVERED by)
the above named)
and)
in the presence of:)
_____)
_____)
WITNESS _____)

IF THE MORTGAGOR IS A CORPORATION:
IN WITNESS WHEREOF the Mortgagor(s) has/have caused to be affixed its corporate seal duly attested to by the signature(s) of its proper officer(s) in that behalf this

ABILITY SOCIETY OF ALBERTA

**AFFIX CORPORATE
SEAL HERE**

(Corporate Name)
Per: _____
(Officer of the Corporation)
Per: _____
(Officer of the Corporation)

The postal address of the Bank is:
163 Quarry Park Boulevard SE Unit 800
Calgary, AB T2C 5E1

Consent of Non-Ownning Spouse

I, _____, non-ownning spouse of _____, consent to the attached disposition. I declare that I have signed this consent for the purpose of relinquishing all my homestead rights in the property described in the attached disposition in favour of The Toronto-Dominion Bank to the extent necessary to give effect to this Mortgage.

Signature of Non-Ownning Spouse

Certificate of Acknowledgment

I, _____, a Notary Public/Practicing Solicitor, CERTIFY THAT I have examined _____, non-ownning spouse of _____, the ownning spouse, in the attached mortgage separate and apart from the ownning spouse. The non-ownning spouse acknowledged to me that he or she:

1. Signed the consent to the disposition of his or her own free will and consent and without any compulsion on the part of the ownning spouse; and
2. Understands his or her rights in the homestead.

I FURTHER CERTIFY THAT I have not, nor has my employer, partner or clerk prepared the above Mortgage AND THAT I am not, nor is my employer, partner or clerk otherwise interested in the transaction involved.

A Notary Public in and for the Province of
Saskatchewan.
My appointment expires _____
OR Being a Solicitor in and for the Province of
Saskatchewan.

THE LAND TITLES ACT

DATED MARCH 10, 2017

A.D.

ABILITY SOCIETY OF ALBERTA

TO

THE TORONTO-DOMINION BANK

MORTGAGE

Condominium Clauses

- (a) The provisions contained on this page entitled "CONDOMINIUM CLAUSES" are hereby incorporated into and form part of the mortgage granted by the Mortgagors in the mortgage and as identified at the bottom of this page.
- (b) "Condominium Corporation" as used herein means the Condominium Corporation of which the Mortgagor is a member by virtue of the ownership by the Mortgagor of the condominium unit being charged by this mortgage.
- (c) The Mortgagor hereby assigns, transfers and sets over unto the Mortgagee the Mortgagor's rights which now exist or may hereafter come into existence to vote at meetings of the Condominium Corporation:
- (i) In all cases, in which the unanimous resolution is required by The Condominium Property Act, 1993, as amended, the By-Laws of the Corporation, or any agreement with the Condominium Corporation.
 - (ii) In all other cases other than as referred to in Subclause (i) of this Clause (c), provided, that in the event that the Mortgagee is either not present or present by proxy, or if present, does not wish to vote, then the Mortgagor may exercise the voting right without further authority.
- (d) The Mortgagor does hereby covenant and agree to execute any documents which the Mortgagee may request the Mortgagor to execute, including, but not limited to proxies if required, in order to give effect to the assignment of the aforesaid voting rights of the Mortgagee.
- (e) The Mortgagor agrees to observe and perform all covenants and provisions required to be observed and performed pursuant to:
- (i) The terms of this Mortgage,
 - (ii) The Condominium Property Act, 1993, all amendments thereto, and any legislation passed in substitution thereof, and
 - (iii) The By-Laws of the Condominium Corporation and any amendments thereto.
- (f) The Mortgagor further covenants and agrees that where the Mortgagor defaults in the Mortgagor's obligation to contribute to the common expenses assessed or levied by the Condominium Corporation, or any authorized agent on its behalf or any assessment, instalment or payment due to the Condominium Corporation or upon breach of any covenant or provision hereinbefore in this paragraph contained, including those covenants or provisions referred to in Clause (e) hereof, regardless of any other action or proceeding taken or to be taken by the Condominium Corporation, the Mortgagee, at its option and without notice to the Mortgagor, may deem such default to be default under the terms of this mortgage and proceed to exercise its rights herein.
- (g) Upon default herein and notwithstanding any right or action of the Condominium Corporation, or the Mortgagee, the Mortgagee may distrain for arrears of any assessments, instalments or payments due to the Mortgagee or arising under any of the Clauses herein contained.

THIS SHEET FORMS PART OF THE MORTGAGE DOCUMENT IN THE NAME(S) OF:

(print name)

(initials)

(print name)

(initials)

THIS IS EXHIBIT “ D ” referred to in the Affidavit of **David Quinn**, SWORN before me by electronic means on Friday, June 30, 2023.



A COMMISSIONER FOR OATHS for the Province of
Saskatchewan – Being a Solicitor



This agreement and assignment is made as of the 10 day of March, 2017

BETWEEN:

ABILITY SOCIETY OF ALBERTA a society incorporated under the laws of Alberta, and extra-provincially registered in SK _____,
 a corporation incorporated under the laws of Saskatchewan, (hereinafter called the "Assignor") of the first part,

- and -

The Toronto-Dominion Bank, a Canadian chartered Bank (hereinafter called the "Assignee") of the second part,

Whereas the Assignor is the owner of the Lands subject to the Mortgage;

And Whereas in order to secure payment of the Obligations, the Assignor has agreed to assign the Leases and Rents to the Assignee as provided herein;

Now therefore this agreement and assignment witnesses that in consideration of the premises and the covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, the parties hereto agree as follows:

1. Interpretation

In this agreement and assignment, unless there is something in the subject matter or context inconsistent therewith,

- (a) "Lands" means the lands and premises described in Schedule A attached to this agreement and assignment.
- (b) "Leases" means:
 - (i) every existing and future lease or sublease of, and agreement to lease or sublease, the whole or any portion of the Assignor's interest in the Lands;
 - (ii) every existing and future tenancy, agreement as to use or occupation and licence in respect of the whole or any portion of the Lands, whether or not pursuant to any written lease, agreement or licence;
 - (iii) every existing and future indemnity or guarantee of all or any of the obligations of any existing or future Tenant of the whole or any portion of the Lands; and
 - (iv) every existing and future assignment and agreement to assume the obligations of Tenants of the whole or any portion of the Lands;
 in each case, as amended, modified, supplemented, replaced or restated from time to time.
- (c) "Mortgage" means a registered charge/mortgage of the Lands, in the amount of Three Million Nine Hundred Seventy Nine Thousand _____/100
(\$ 3,979,000.00) from the Assignor to the Assignee, which was signed, or for which an Acknowledgement and Direction was signed, on March 10, 2017 and any amendments or modifications thereto and any mortgage or mortgages made or take in substitution thereof.
- (d) "Obligations" means the indebtedness and liability of the Assignor to the Assignee that is secured by the Mortgage.
- (e) "Rents" means all rents and other monies now due and payable or hereafter to become due and payable and the benefit of all covenants of Tenants, indemnitors and guarantors, under or in respect of the Leases.
- (f) "Tenant" means any lessee, sublessee, licensee or grantee of a right of use or occupation under a Lease and that person's successors and permitted assigns.

2. Assignment

As continuing collateral security for payment of the Obligations, the Assignor hereby assigns to the Assignee and creates a security interest in all of the Assignor's right, title, benefit and interest in and to the following:

- (a) the Leases and all benefits, powers, options and advantages of the Assignor to be derived therefrom and all covenants, obligations, undertakings and agreements of Tenants, thereunder; and
- (b) the Rents, with full power and authority to demand, collect, sue for, recover, receive and give receipts for the Rents and to enforce payment of the Rents and performance of the obligations of the Tenants, indemnitors and guarantors under the Leases in the name of the Assignor or the owner from time to time of the Lands.

3. Representations and Covenants of the Assignor

The Assignor hereby represents to, and covenants and agrees with, the Assignee that:

- (a) none of the Rents has been or will be paid more than one month in advance (except, if so provided in the Lease, for payment of rent for the last month of the term);
- (b) there has been no default of a material nature under any of the existing Leases which has not been remedied by any of the parties thereto;
- (c) it will observe and perform all of its obligations under each of the Leases and will not do or permit to be done anything that could reasonably be expected to adversely affect the enforceability of any Lease;
- (d) it will not surrender or materially modify, alter or amend any Lease or consent to an assignment of the Tenant's interest under any Lease without first obtaining the consent in writing of the Assignee;
- (e) it will not at any time assign, grant a security interest in or otherwise encumber its interest under any Lease or the Rents due or to become due thereunder, or any part thereof, other than to the Assignee; and
- (f) it will not lease or agree to lease any of the Lands except at a rent and on terms and conditions which a prudent landlord would expect to receive for such premises, and except to Tenants to whom a prudent landlord would rent the particular premises.

4. Dealing with Rents by the Assignor

Subject to paragraph 3(a) above, the Assignor shall be permitted to collect and receive the Rents as and when they shall become due and payable according to the terms of the particular Lease unless and until the Assignor is in default in payment of any of the Obligations or in observing or performing any covenant, obligation or condition under this agreement and assignment or any other agreement collateral hereto. After the occurrence and during the continuation of a default, the Assignee may deliver a written notice to any Tenant under any of the Leases directing it to pay the Rents payable under its Lease to the Assignee, and such notice shall be good and sufficient authority for the Tenant in so doing.

5. Rights and Duties of the Assignee

Nothing contained herein or in any statute shall have the effect of making the Assignee, its successors or assigns, responsible for the collection of any Rents or for the observance or performance of any covenant, obligation or condition under any of the Leases to be observed or performed by the Assignor, and the Assignee shall not, by virtue of this agreement and assignment or its receipt of any Rents, become or be deemed a mortgagee in possession of the Lands, and the Assignee shall not be under any obligation to take any action or exercise any remedy for the collection or recovery of any Rents or to enforce the performance of the obligations of any person under or in respect of any of the Leases; and the Assignee shall be liable to account only for such Rents as it shall actually receive, less all costs and expenses incurred by the Assignee in the collection thereof.

6. Further Assurances

The Assignor hereby agrees to execute such further documents and instruments and to do all such further acts and things as may be reasonably required by the Assignee from time to time to perfect and to carry out the purpose and intent of this agreement and assignment.

7. Additional Continuing Security

This agreement and assignment is being taken as additional collateral security for payment of the Obligations, and none of the rights or remedies of the Assignee under the Mortgage or any other security held by the Assignee shall be delayed or in any way prejudiced by the entering into of this agreement and assignment; and following delivery by the Assignee to the Assignor of a discharge of the Mortgage this agreement and assignment shall be of no further force or effect.

8. Indemnity

The Assignor shall reimburse, indemnify and hold harmless the Assignee for and from any and all expenses, losses, damages and liabilities which the Assignee may reasonably incur by reason of this agreement and assignment and the exercise by or on behalf of the Assignee of any rights under this agreement and assignment.

9. Benefit of this Agreement

This agreement and assignment shall enure to the benefit of the successors and assigns of the Assignee and Assignor. This agreement and assignment has been executed by the Assignor by its duly authorized officers as of the date first above written.

Per: ABILITY SOCIETY OF ALBERTA

Name: _____ Office: _____

Per: _____

Name: Adrian Blhach Office: President + CEO

Schedule A
Legal Description of Lands

LOT A
BLK/PAR 5
PLAN NO 84MJ01102 EXTENSION 0

THIS IS EXHIBIT " E " referred to in the Affidavit of
David Quinn, SWORN before me by electronic means on
Friday, June 30, 2023.


A COMMISSIONER FOR OATHS for the Province of
Saskatchewan – Being a Solicitor

Province of Saskatchewan Land Titles Registry Title

Title #: 149315182 **As of:** 26 Jun 2023 09:15:45
Title Status: Active **Last Amendment Date:** 27 Jan 2023 10:50:45.033
Parcel Type: Surface **Issued:** 27 Mar 2017 12:39:27.740
Parcel Value: \$1,723,050.00 CAD
Title Value: \$1,723,050.00 CAD **Municipality:** CITY OF MOOSE JAW
Converted Title: 90MJ16616
Previous Title and/or Abstract #: 101954066

ABILITY SOCIETY OF ALBERTA is the registered owner of Surface Parcel #104091195

Reference Land Description: Lot A Blk/Par 5 Plan No 84MJ01102 Extension 0 As described on Certificate of Title 90MJ16616.

This title is subject to any registered interests set out below and the exceptions, reservations and interests mentioned in section 14 of *The Land Titles Act, 2000*.

Registered Interests:

Interest #:
178465809 CNV Easement

Value: N/A
Reg'd: 04 Jan 1984 00:00:16
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder as Tenant in Common
Interest Share: 1/2
Interest Share Number: **191894406**
Holder:
 Saskatchewan Telecommunications
 13th Floor, 2121 Saskatchewan Drive
 Regina, Saskatchewan, Canada S4P 3Y2
Client #: 100006861

Holder as Tenant in Common
Interest Share: 1/2
Interest Share Number: **191894417**
Holder:
 Saskatchewan Power Corporation
 N/A
 N/A, Saskatchewan, Canada
Client #: 101705723

Int. Register #: 100323425
Converted Instrument #: 84MJ00159

Interest #:
178465810 CNV Caveat

Value: N/A
Reg'd: 28 Apr 1995 00:08:33
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A

Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder as Tenant in Common
Interest Share: 1/2
Interest Share Number: 191894428
Holder:
 Harvey Emilian Rioux
 220 Hall St W
 Moose Jaw, Saskatchewan, Canada S6H 2R3
Client #: 101705745

Holder as Tenant in Common
Interest Share: 1/2
Interest Share Number: 191894439
Holder:
 Jeannine Emilia Rioux
 220 Hall St W
 Moose Jaw, Saskatchewan, Canada S6H 2R3
Client #: 101705756

Int. Register #: 100323447
Converted Instrument #: 95MJ05131

Interest #:
178465843

Mortgage

Value: \$3,979,000.00 CAD
Reg'd: 27 Mar 2017 12:39:28
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:
 The Toronto-Dominion Bank
 163 Quarry Park BLVD SE, Unit 800
 Calgary, AB, Canada T2C 5E1
Client #: 132766634

Int. Register #: 122160855

Interest #:
178465854

Assignment of Rents

Value: N/A
Reg'd: 27 Mar 2017 12:39:29
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:
 The Toronto-Dominion Bank
 163 Quarry Park BLVD SE, Unit 800
 Calgary, AB, Canada T2C 5E1
Client #: 132766634

Int. Register #: 122160866

Addresses for Service:

Name	Address
Owner: ABILITY SOCIETY OF ALBERTA	1101 GRAFTON AVENUE MOOSE JAW, Saskatchewan, Canada S6H 3S4
Client #: 132690281	

Notes:

Parcel Class Code: [Parcel \(Generic\)](#)



Back to top

THIS IS EXHIBIT “ F ” referred to in the Affidavit of **David Quinn**, SWORN before me by electronic means on Friday, June 30, 2023.


A COMMISSIONER FOR OATHS for the Province of Saskatchewan – Being a Solicitor



TO: The Toronto-Dominion Bank (the "Bank")

Branch of the Bank: Transit #8022, 163 Quarry Park Boulevard SE Unit 800, Calgary, AB T2C 5E1

Granted By: ABILITY SOCIETY OF ALBERTA

(the "Grantor")

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor agrees with the Bank as follows:

I. Security Interest

The Grantor hereby grants to the Bank a security interest in, and assigns (other than with respect to trade-marks), mortgages, charges and pledges (collectively, the "Security Interest") to the Bank, all property of the Grantor, including all present and after acquired personal property and all other property, assets and undertaking of the kind hereinafter described below, in which the Grantor now has, or hereafter acquires, any right, title or interest, and accretions and accessions thereto (collectively called the "Collateral"):

- (a) **Intangibles.** All intangible property not otherwise described in this Section I, including all contractual rights and insurance claims, options, permits, licences, quotas, subsidies, franchises, orders, judgments, patents, trademarks, trade names, trade secrets and know-how, inventions, goodwill, copyrights and other intellectual property of the Grantor, including any right or licence to use intellectual property belonging to a third party together with any specified collateral described in Schedule "A" hereto (collectively called "Intangibles");
- (b) **Chattel Paper and Documents of Title.** All chattel paper and all warehouse receipts, bills of lading and other documents of title, whether negotiable or not;
- (c) **Deposits and Credit Balances.** All monies and credit balances, including interest due thereon, which are now or may hereafter from time to time be on deposit with or standing to the credit of the Grantor with the Bank or any other bank, financial institution or other Person;
- (d) **Books and Records.** All deeds, documents, writings, papers, books of account and other books and records in any form, electronic or otherwise, relating to or evidencing any of the Collateral;
- (e) **Accounts and Book Debts.** All debts, accounts, claims and choses in action for moneys now due or owing or accruing due or which may hereafter become due or owing to the Grantor, including claims against the Crown in right of Canada or of any province, moneys which may become payable under any policy of insurance (collectively called "Accounts and Book Debts"), together with all contracts, securities, bills, notes, lien notes, judgments, mortgages, letters of credit and advices of credit, and all other rights, benefits and documents which are now or which may be taken, vested in or held by the Grantor in respect of or as security for the Accounts and Book Debts or any part thereof, and the full benefit and advantage thereof and all rights of actions, claims or demands which the Grantor now has or may hereafter have in respect of the foregoing;
- (f) **Equipment.** All tools, machinery, apparatus, equipment, vehicles, furniture, plants, fixtures, and other tangible personal property, other than Inventory, wherever situate, including the assets, if any, described in Schedule "A" hereto (collectively called "Equipment");
- (g) **Inventory.** All goods forming the inventory of the Grantor, of whatever kind and wherever located, whether raw material, work in process or finished goods held for sale, lease or resale, or furnished or to be furnished under contracts for service or used or consumed in the business of the Grantor, goods used in or procured for packing or packaging, timber cut or to be cut, oil, gas and minerals extracted or to be extracted, all livestock and the young thereof after conception and all crops which become such within one year after the date of execution of this Agreement (collectively called "Inventory");
- (h) **Instruments.** All bills, notes, cheques, letters of credit and other instruments, whether negotiable or not (collectively called "Instruments");
- (i) **Securities.** All shares, stocks, warrants, options, bonds, debentures, debenture stock and all other securities and investment property of any kind and all instruments, whether negotiable or non-negotiable, and interest thereon and dividends, whether in shares, money or property, received or receivable upon or in respect of any securities and other investment property and all money or other property paid or payable on account of any return on, or repayment of, capital in respect of any securities or otherwise distributed or distributable in respect thereof or that will in any way be charged to, or be payable out of or in respect of, the capital of the issuer of the securities (collectively called "Securities");
- (j) **Real Property.** All real and immovable property, both freehold and leasehold, together with all buildings and fixtures (collectively called "Real Property"), and all rights under any lease or agreement relating to Real Property;

- (k) **Proceeds.** All proceeds of the property described above, including any property in any form derived directly or indirectly from any use or dealing with the property described above or the proceeds therefrom or that indemnifies or compensates for damage or loss to such property or the proceeds therefrom, including the money held in banks, financial institutions or any other Person (collectively called "Proceeds");

provided that (i) the Security Interest does not and will not extend to, and the Collateral will not include, any agreement, lease, right, franchise, licence or permit (the "contractual rights") to which the Grantor is a party or of which the Grantor has the benefit, to the extent that the Security Interest would permit any person to terminate the contractual rights unless the consent of one or more Persons has been obtained and until such consent has been obtained, which the Grantor agrees it will use commercially reasonable efforts to obtain if requested by the Bank, the Grantor agrees to hold its interest therein in trust for the Bank, and notwithstanding the foregoing, contractual rights shall not include any account or chattel paper; and (ii) with respect to Real Property, (A) the Security Interest granted hereby is constituted by way of a floating charge, but will become a fixed charge upon the earlier of the Obligations becoming immediately payable, and the occurrence of any other event that by operation of law would result in such floating charge becoming a fixed charge; and (B) the assignment, mortgage and charge granted hereby will not extend to the last day of the term of any lease or agreement relating to Real Property, but the Grantor will hold such last day in trust for the Bank and, upon the enforcement by the Bank of its Security Interest, will assign such last day as directed by the Bank.

2. Obligations Secured

The Security Interest secures the payment and performance of all present and future obligations of the Grantor to the Bank, including all debts and liabilities, direct or indirect, absolute or contingent, matured or not, wheresoever and howsoever incurred, whether incurred before, at the time of, or after the execution of this Agreement, whether the indebtedness and liability is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again, whether arising from dealings between the Bank and the Grantor or from other dealings or proceedings by which the Bank may be or become in any manner whatsoever a creditor of the Grantor, and in any currency, whether incurred by the Grantor alone or with another or others and whether as a principal or surety, including all interest thereon and all amounts owed by the Grantor under this Agreement for fees, costs and expenses and in respect of indemnities granted under this Agreement (collectively called the "Obligations").

3. Definitions

- (a) Any word or term that is not otherwise defined in this Agreement shall have the meaning given to it in the *Personal Property Security Act* of the province in which the Branch of the Bank is located, as amended from time to time, and being referred to in this Agreement as the "PPSA". Any reference herein to "Collateral" shall, unless the context requires otherwise, be deemed to be a reference to "Collateral or any part thereof".
- (b) The following terms shall have the respective meanings set out below:

"Branch of the Bank" means the branch of the Bank located at the address specified above.

"Business Day" means any day other than a Saturday, Sunday or statutory holiday in the province in which the Branch of the Bank is located.

"Control Agreement" means:

- (a) with respect to any uncertificated security, an agreement between the issuer of such uncertificated security and any Person whereby such issuer agrees to comply with instructions that are originated by such Person in respect of such uncertificated security, without the further consent of the Grantor; and
- (b) with respect to any securities account or security entitlement, an agreement between the securities intermediary which maintains the particular securities account to which security entitlements included in the Collateral relate and any Person whereby such securities intermediary agrees to comply with any entitlement orders with respect to such securities accounts or security entitlements that are originated by such Person, without the further consent of the Grantor.

"Person" means any individual, sole proprietorship, joint venture, partnership, corporation, company, firm, association, co-operative, estate, government, government agency, regulatory authority, trust, or any entity of any nature.

4. Representations & Warranties

The Grantor hereby represents and warrants with the Bank and so long as this Agreement remains in effect shall be deemed to continuously represent and warrant that:

- (a) **Location of Head Office.** The address of the Grantor's chief executive office and the office where it keeps its records respecting the Accounts and Book Debts (the "Head Office") is set out below the name of the Grantor on the signature page of this Agreement;

- (e) **Payment of Fees and Expenses.** The Grantor will pay the Bank on demand all costs, fees and expenses (including legal fees on a solicitor and his own client basis) incurred by the Bank in the preparation, execution, registration and perfection of this Agreement and the carrying out of any of the provisions of this Agreement, including, protecting and preserving the Security Interest and enforcing by legal process or otherwise the remedies provided herein. All such costs and expenses payable by the Grantor to the Bank shall bear interest from time to time at the highest interest rate then applicable to any of the Obligations, calculated and compounded monthly, and shall be added to and form part of the Obligations secured hereunder;
- (f) **Maintenance and Protection of Collateral/No Fixtures.** The Grantor shall care for, protect and preserve the Collateral and not permit its value to be impaired and will not permit the Collateral to be affixed to real or personal property so as to become a fixture or accession without the prior written consent of the Bank. The Grantor shall keep the Collateral in good order, condition and repair and shall not use the Collateral in violation of the provisions of this Agreement or any other agreement relating to the Collateral or any policy insuring the Collateral or any applicable statute, law, by-law, rule, regulation or ordinance. The Grantor will keep all licences, permits, agreements, registrations and applications relating to intellectual property used by Grantor in its business in good standing, unless otherwise agreed to in writing by the Bank. The Grantor shall apply to register all existing and future copyrights, trade-marks, patents, integrated circuit topographies and industrial designs whenever it is commercially reasonable to do so. The Grantor shall defend title to the Collateral against all claims and demands of all other Persons claiming the same or an interest therein and shall diligently initiate and prosecute legal action against every Person who infringes upon the Grantor's rights in intellectual property;
- (g) **Dealing with Collateral.** (i) The Grantor will not sell, lease, transfer, assign, deliver or otherwise dispose of the Collateral or any interest therein without the prior written consent of the Bank, except that the Grantor may, until an event of default as hereinafter provided occurs, deal with any Inventory or Real Property (other than fixtures financed by the Bank and any replacements or substitutions therefor) in the ordinary course of business so that the purchaser thereof takes title thereto free and clear of the Security Interest; (ii) All Proceeds shall continue to be subject to the Security Interest, granted hereby and all money received by the Grantor as Proceeds, other than from the sale of Inventory, shall be received as trustee for the Bank and shall be held separate and apart from other money of the Grantor, and shall be paid over to the Bank upon request; (iii) All money collected or received by the Bank in respect of the Collateral may be applied on account of such parts of the Obligations as the Bank in its sole discretion determines, or may be held unappropriated in a collateral account, or in the discretion of the Bank may be released to the Grantor, all without prejudice to the Bank's rights against the Grantor; (iv) Before an event of default occurs hereunder, the Bank may give notice of this Agreement and the Security Interest to any Account Debtor who is obligated to the Grantor under any of the Accounts and Book Debts and, after the occurrence of an event of default hereunder, may give notice to any such Account Debtor to make all further payments to the Bank, and any payment or other Proceeds received by the Grantor from an Account Debtor after an event of default whether before or after any notice is given by the Bank, shall be held by the Grantor in trust for the Bank and paid over to the Bank on request. The Bank 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 Bank may consider appropriate and the Grantor agrees to furnish all assistance and information and to perform all such acts as the Bank may reasonably request in connection therewith and for such purpose to grant to the Bank or its agents access to all places where Collateral may be located and to all premises occupied by the Grantor;
- (h) **Maintenance of Records.** The Grantor will keep proper books of account in accordance with sound accounting practice and mark any and all such records and the Collateral at the Bank's request so as to indicate the Security Interest. The Grantor shall furnish to the Bank such financial information and statements and such information and statements relating to the Collateral as the Bank may from time to time require and shall permit the Bank or its agents at any time at the expense of the Grantor to examine the books of account and other financial records and reports relating to the Collateral and to make copies thereof and take extracts therefrom and to make inquiries of third parties for the purpose of verification of such information. The Grantor authorizes any Person holding any Books and Records to make them available, in a readable form, upon the request of the Bank. The Grantor will deliver to the Bank any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to Collateral;
- (i) **Negative Pledge.** The Grantor will not create, incur, assume or suffer to exist, any mortgage, deed of trust, pledge, lien, security interest, assignment, charge, hypothec, encumbrance or statutory lien or trust (including any conditional sale, or other title retention agreement or finance lease) of any nature, on any of the Collateral (other than Real Property, but not including any fixtures financed by the Bank and any replacements or substitutions therefor) without the express prior written consent of the Bank;
- (j) **Insurance.** The Grantor will keep the Collateral insured under policies with such coverage, for such amounts and with such insurers as are satisfactory to the Bank from time to time, with loss thereunder, payable to the Bank and shall furnish the Bank with a copy of any policy of insurance, certificate of insurance or other evidence satisfactory to the Bank that such insurance coverage is in effect;
- (k) **Further Assurances.** The Grantor will from time to time forthwith, at the expense of the Grantor, duly authorize, execute and deliver such further instruments and documents, and take such further action, as the Bank may request for the purpose of obtaining or preserving the benefits of, and the rights and powers granted by, this Agreement (including the filing of any financing statements or financing change statements under any applicable legislation with respect to the Collateral) and for the purpose of correcting any deficiencies or clerical errors in this Agreement; and

- (l) **Landlord Agreement.** The Grantor will, at the request of the Bank, obtain a written agreement from each landlord of premises where any of the Collateral is located, in favour of the Bank and in form and substance satisfactory to the Bank, whereby such landlord agrees to give notice to the Bank of any default by the Grantor under the lease and a reasonable opportunity to cure such default prior to the exercise of any remedies by the landlord and acknowledges the Security Interest created by this Agreement and the right of the Bank to enforce the Security Interest created by this Agreement in priority to any claim of such landlord, including the right of the landlord to distrain on the Collateral for arrears of rent.

6. Survival of Representations and Warranties and Covenants

All agreements, representations, warranties and covenants made by the Grantor in this Agreement are material, will be considered to have been relied on by the Bank and will survive the execution and delivery of this Agreement or any investigation made at any time by or on behalf of the Bank and any disposition or payment of the Obligations until the indefeasible repayment and performance in full of the Obligations.

7. Performance of Covenants by The Bank

- (a) The Bank may, in its sole discretion and upon notice to the Grantor, perform any covenant of the Grantor under this Agreement that the Grantor fails to perform including any covenant the performance of which requires the payment of money, provided that the Bank will not be obligated to perform such covenant on behalf of the Grantor. The performance by the Bank of any such covenant shall not oblige the Bank to continue to perform any such covenant or other covenants nor relieve the Grantor from any default or derogate from the rights and remedies of the Bank under this Agreement. The Grantor agrees to indemnify and to reimburse the Bank for all costs and expenses incurred by the Bank in connection with the performance by it of any such covenant, and all such costs and expenses shall be payable by the Grantor to the Bank on demand, shall bear interest at the highest rate per annum applicable to any of the Obligations, calculated and compounded monthly, and shall be added to and form part of the Obligations.
- (b) In holding any Collateral, the Bank and any agent or nominee on its behalf is only bound to exercise the same degree of care as it would exercise with respect to similar property of its own or of similar value held in the same or similar location. The Bank and any agent or nominee on its behalf will be deemed to have exercised reasonable care with respect to the custody and preservation of the Collateral if it takes such action for that purpose as the Grantor reasonably requests in writing, but failure of the Bank or its nominees to comply with any such request will not of itself be deemed a failure to exercise reasonable care.

8. Securities, Investment Property

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

Where any Investment Property is held in or credited to an account that has been established with a securities intermediary, the Bank may, at any time give a notice of exclusive control to any such securities intermediary with respect to such Investment Property.

The Grantor has not consented to and covenants that it will not consent to, the entering into of a Control Agreement by: (a) any issuer of any uncertificated securities included in or relating to the Collateral; or (b) any securities intermediary for any securities accounts or security entitlements included in or relating to the Collateral, other than, in either case, a Control Agreement to which the Bank is a party.

Promptly upon request from time to time by the Bank, the Grantor shall:

- (a) enter into and use reasonable commercial efforts to cause any securities intermediary for any securities accounts or securities entitlements included in or relating to the Collateral to enter into a Control Agreement with the Bank with respect to such securities accounts or securities entitlements as the Bank requires in form and substance satisfactory to the Bank; and
- (b) enter into and use reasonable commercial efforts to cause any issuer of any uncertificated securities included in or relating to the Collateral to enter into a Control Agreement with the Bank with respect to such uncertificated securities in form and substance satisfactory to the Bank.

9. Dealing with Security Interest

The Bank may grant extensions of time and other indulgences, give up any of the Security Interest, abstain from perfecting any of the Security Interest, accept compositions, grant releases and discharges and waive rights against and otherwise deal with the Grantor, Account Debtors of the Grantor, sureties and others and with any of the Collateral and any other security as the Bank may see fit without prejudice to the liability of the Grantor or the Bank's right to hold and realize any of the Security Interest. The Bank shall not be accountable to the Grantor for the value of any of the Security Interest released except for any moneys actually received by the Bank.

- (ii) to take possession of the Collateral and require the Grantor to assemble the Collateral and deliver or make the Collateral available to the Bank at such place as may be specified by the Bank, and the Bank will not be or be deemed to be a mortgagee in possession by virtue of any such actions;
 - (iii) to exercise and enforce all rights and remedies of the Grantor with respect to the Collateral, including collecting and realizing upon all Accounts and Book Debts;
 - (iv) to carry on or concur in carrying on all or any part of the business of the Grantor;
 - (v) for the maintenance, preservation or protection of the Collateral or for carrying on any of the business of the Grantor, to borrow money on the security of the Collateral, which security will rank in priority to the Security Interest, or on an unsecured basis;
 - (vi) to the exclusion of all others, including the Grantor, to enter upon, occupy and use all or any of the premises, buildings and plants owned or occupied by the Grantor and use all or any of the Collateral of the Grantor for such time as the Bank requires to facilitate the preservation and realization of the Collateral, free of charge, and the Bank will not be liable to the Grantor for any neglect in so doing or in respect of any rent, charges, depreciation or damages in connection with such actions;
 - (vii) to sell, lease, license or otherwise dispose of or concur in selling, leasing, licensing or otherwise disposing of the Collateral upon such terms and conditions as the Bank may determine;
 - (viii) to dispose of any of the Collateral in the condition in which it was at the date possession of it was taken, or after any commercially reasonable repair, processing or preparation thereof for disposition;
 - (ix) if any part of the Collateral is perishable or will decline speedily in value, to sell or otherwise dispose of same without giving any notice of such disposition;
 - (x) to make any arrangement or compromise which the Bank shall think expedient in the interests of the Bank, including compromising any Accounts and Book Debts, and giving time for payment thereof with or without security;
 - (xi) to appoint a consultant or monitor, at the Grantor's expense, to evaluate the Grantor's business and the value of the Collateral, and to review the options available to the Bank; and
 - (xii) to appoint or reappoint by instrument in writing any person or persons, whether an officer or officers or employee or employees of the Bank or not, to be a receiver or receivers or a receiver and manager of the Collateral and remove or replace any person or persons so appointed or apply to any court for the appointment of a receiver or receiver and manager (each hereinafter called a "Receiver").
- (b) Any Receiver so appointed shall be deemed to be the agent of the Grantor and not the Bank, and the Grantor and not the Bank, shall be solely responsible for the Receiver's acts or defaults and for the Receiver's remuneration and expenses. The Bank shall not be in any way responsible for any misconduct, negligence or failure to act on the part of any such Receiver, its servants, agents or employees.
- (c) The Grantor agrees to pay all costs, charges and expenses incurred by the Bank or any Receiver appointed by the Bank, whether directly or for services rendered (including reasonable legal and auditors' costs and expenses and Receiver remuneration), in operating the Grantor's accounts, in preparing or enforcing this Agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting the Obligations, and all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by the Bank or any Receiver appointed by the Bank, as permitted hereby, shall be a first charge on the Collateral and shall be secured hereby.
- (d) The Bank will give the Grantor such notice, if any, of the date, time and place of any public sale or of the date after which any private disposition of Collateral is to be made as may be required by the PPSA.
- (e) Upon default and receiving written demand from the Bank, the Grantor agrees to take such further action as may be necessary to evidence and effect an assignment or licensing of intellectual property to whomever the Bank directs, including to the Bank. The Grantor appoints any officer or employee of the Bank to be its attorney in accordance with applicable legislation with full power of substitution, to do on the Grantor's behalf anything that is required to assign, license or transfer, and to record any assignment, license or transfer of the Collateral. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.
- (f) The Grantor authorizes the Bank to file such financing statements, financing change statements and other documents and do such acts, matters and things (including completing and adding schedules hereto identifying any Collateral or identifying the locations at which the Collateral is located and correcting any clerical errors or deficiencies in this Agreement) as the Bank may deem appropriate to perfect on an ongoing basis and continue the Security Interest, to protect and preserve Collateral and to realize upon the Security Interest. The Grantor hereby irrevocably constitutes and appoints the Bank and any of its officers or employees from time to time as the true and lawful attorney of the Grantor, with full power of substitution, to do any of the foregoing in the name of the Grantor whenever and wherever it may be deemed necessary or

expedient. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.

If the disposition of the Collateral fails to satisfy the Obligations secured by this Agreement including the expenses incurred by the Bank in connection with the preservation and realization of the Collateral as described above, the Grantor shall be liable to pay any deficiency to the Bank forthwith on demand.

13. Environmental License and Indemnity

The Grantor hereby grants to the Bank and its officers, employees and agents an irrevocable and non-exclusive license, subject to the rights of tenants, to enter any Real Property to conduct investigations, inspections, audits, testing and monitoring with respect to any contaminants or hazardous substances and to remove and analyze samples of any contaminants or hazardous substances at the cost and expense of the Grantor (which cost and expense will form part of the Obligations and will be payable immediately on demand and secured hereby). The Grantor hereby indemnifies and will indemnify the Bank and agrees to hold the Bank harmless against and from all losses, fines, penalties, costs, damages and expenses which the Bank may sustain, incur or be held to be or for which it may become liable, at any time whatsoever for or by reason of or arising from the past, present or future presence of or, clean-up, removal or disposal of any contaminants or hazardous substances from, on, under or adjacent to any Real Property owned by the Grantor or which may become owned or occupied by the Bank or as a result of the Bank's compliance with environmental laws or environmental orders relating thereto, including any clean-up, decommissioning, restoration or remediation of any Real Property owned or occupied by the Grantor or other affected or adjacent lands or property. This indemnification will survive the satisfaction, release or extinguishment of the Obligations created hereby

14. Miscellaneous

- (a) **Interpretation.** The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement (including any schedule now or hereafter annexed hereto) and not to any particular Section or other portion hereof. Unless otherwise specified, any reference herein to a Section or Schedule refers to the specified Section of or Schedule to this Agreement. In this Agreement: (i) words importing the singular number only shall include the plural and vice versa and words importing the masculine gender shall include the feminine and neuter genders and vice versa; (ii) the words "include", "includes" and "including" mean "include", "includes" or "including", in each case, "without limitation"; (iii) reference to any agreement or other instrument in writing means such agreement or other instrument in writing as amended, modified, replaced or supplemented from time to time; (iv) unless otherwise indicated, time periods within which a payment is to be made or any other action is to be taken hereunder shall be calculated excluding the day on which the period commences and including the day on which the period ends; and (v) whenever any payment to be made or action to be taken hereunder is required to be made or taken on a day other than a Business Day, such payment shall be made or action taken on the next following Business Day.
- (b) **Successors and Assigns.** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. In any action brought by an assignee of this Agreement and the Security Interest or any part thereof to enforce any rights hereunder, the Grantor shall not assert against the assignee any claim or defence which the Grantor now has or hereafter may have against the Bank.
- (c) **Amalgamation.** The Grantor 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 "Grantor" 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) in which any amalgamating company has any rights at the time of amalgamation and to any "Collateral" in which the amalgamated company thereafter has any rights, and (ii) shall secure the "Obligations" (as that term is herein defined) of each of the amalgamating companies and the amalgamated company to the Bank at the time of amalgamation and any "Obligations" of the amalgamated company to the Bank thereafter arising.
- (d) **Joint and Several.** If there is more than one Grantor named herein, the term "Grantor" shall mean all and each of them, their obligations under this Agreement shall be joint and several, the Obligations shall include those of all or any one of them and no Grantor shall have the right of subrogation, exoneration, reimbursement or indemnity whatsoever and no right of recourse to the Collateral for the Obligations hereunder unless and until all of the Obligations have been paid or performed in full, notwithstanding any change for any cause or in any manner whatsoever in the composition of or membership of any firm or company which is a party hereto.
- (e) **Attachment of Security Interest.** The Grantor acknowledges that value has been given and that the Security Interest granted hereby will attach when the Grantor signs this Agreement and will attach to Collateral in which the Grantor subsequently acquires any rights, immediately upon the Grantor acquiring such rights. The parties do not intend to postpone the attachment of any Security Interest created by this Agreement.

- (f) **No Obligation to Advance.** Neither the execution of this Agreement nor any advance of funds shall oblige the Bank to advance any funds or any additional funds or enter into any transaction or renew any note or extend any time for payment of any of the Obligations of the Grantor to the Bank.
- (g) **Information.** The Bank may provide any financial and other information it has about the Grantor, 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 Bank or anyone acting on behalf of the Bank.
- (h) **Assignment.** The Bank may assign or transfer any of its rights under this Agreement without the consent of the Grantor. The Grantor may not assign its obligations under this Agreement without the prior written consent of the Bank.
- (i) **Amendment.** Subject to Section 12(f) of this Agreement, no amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by all of the parties hereto. No course of conduct by the Bank will be deemed to result in an amendment of this Agreement.
- (j) **Term.** This Agreement shall be a continuing agreement in every respect for the payment of the Obligations and it shall remain in full force and effect until all of the Obligations shall be indefeasibly paid in full or discharged by the Bank and until the Bank shall no longer have any commitment to the Grantor or any other Person, the fulfillment of which, might result in the creation of Obligations of the Grantor.
- (k) **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable in any respect, such invalidity or unenforceability will not affect the validity or enforceability of the remaining provisions of this Agreement.
- (l) **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the jurisdiction where the Branch of the Bank is located.
- (m) **Waiver by the Bank.** No delay or omission by the Bank in exercising any right or remedy hereunder or with respect to any Obligations 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 of any other right or remedy. Furthermore, the Bank may remedy any default by the Grantor hereunder or with respect to any Obligations in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by the Grantor. No course of conduct of the Bank will give rise to any reasonable expectation which is in any way inconsistent with the terms and conditions of this Agreement or the Bank's rights hereunder. All rights and remedies of the Bank granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.
- (n) **Waiver by the Grantor.** The Grantor waives protest of any Instrument constituting Collateral at any time held by the Bank on which the Grantor is in any way liable and, subject to clause 12(d) hereof, notice of any other action taken by the Bank.
- (o) **Non-Substitution.** The Security Interest is in addition to and not in substitution for any other security now or hereafter held by the Bank.
- (p) **Entire Agreement.** This Agreement including any schedule now or hereafter annexed hereto, constitutes the entire agreement between the Grantor and the Bank with respect to the subject matter hereof. There are no representations, warranties, terms and conditions, undertakings or collateral agreements, express, implied or statutory, between the parties except as expressly set forth in this Agreement.
- (q) **Acknowledgment.** The Grantor acknowledges receipt of a fully executed copy of this Agreement and, to the extent permitted by applicable law, waives the right to receive a copy of any financing statement, financing change statement or verification statement in respect of any registered financing statement or financing change statement prepared, registered or issued in connection with this Agreement.
- (r) **Execution.** The Grantor agrees that this Agreement may be executed electronically and in counterparts.

IN WITNESS WHEREOF the Grantor has executed this Agreement this 10 day of March, 2017.

ABILITY SOCIETY OF ALBERTA

Per: _____
(authorized signature)

Per: _____
(authorized signature)

Signature: _____

Name: _____

[Address of Grantor]

Signature: _____

Name: _____

[Address of Grantor]

Signature: _____

Name: _____

[Address of Grantor]

Signature: _____

Name: _____

[Address of Grantor]

Signature: _____

Name: _____

[Address of Grantor]

Signature: _____

Name: _____

[Address of Grantor]

Signature: _____

Name: _____

[Address of Grantor]

Witness as to execution

SCHEDULE "A"

DESCRIPTION OF EQUIPMENT/SERIAL NUMBERED GOODS

QUANTITY

DESCRIPTION

SERIAL NUMBER

LOCATION OF COLLATERAL

The Collateral is now and will hereafter be located at the following address(es) (include Street/Town/City and Province):

Municipal Address: 302, 32 - 41 Avenue NE, Calgary, Alberta T2E 2N4

SPECIFIED COLLATERAL (Ontario only)

Quota/Licence No. _____ issued by _____ (including any successor marketing board or licencing authority in respect of marketing or setting prices for the same commodity, their successors and assigns, in each case called the "Board") and proceeds therefrom.

Additional Covenants of Customer Applicable to Above Collateral:

1. By executing this Agreement, Grantor has granted an assignment to the Bank of any and all rights of the Grantor in and to the above quota/licence, any amendments, substitutions, additions or supplements thereto, and any proceeds thereof.
2. Grantor agrees to maintain all of the above quota/licence rights in good standing and to comply with all of the rules, regulations and orders of the Board issuing such quota/licence.
3. Grantor agrees not to apply to the Board for the transfer of the above quota/licence, in whole or in part, without the prior written consent of the Bank.
4. The security and/or rights hereby granted shall extend to and include all present and future acquired quota/licence rights issued by the Board to the Grantor, whether issued under the above quota/licence number or under any other such number.

RESOLUTION AUTHORIZING EXECUTION OF GENERAL SECURITY AGREEMENT

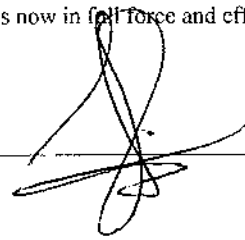
"RESOLVED THAT:

- (a) The President and the CEO are hereby authorized for and on behalf of the Corporation to execute and deliver to The Toronto-Dominion Bank a General Security Agreement substantially in the form of the General Security Agreement (attached hereto and initialed by the Secretary for identification) presented to the directors, with such alterations, amendments, deletions or additions as may be approved by the persons executing the same and their execution shall be conclusive evidence of such approval and that the General Security Agreement so executed is the General Security Agreement authorized by this Resolution.
- (b) Any officer or director be and is hereby authorized to execute and deliver on behalf of the Corporation all such other documents and writings and to do such other acts and things as may be necessary or desirable for fulfilling the Corporation's obligations under the General Security Agreement."

CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of a Resolution duly passed by the Directors of _____
ABILITY SOCIETY OF ALBERTA
on the 10 day of March, 2017 and that the said Resolution is now in full force and effect.

Secretary



C/S

THIS IS EXHIBIT "G" referred to in the Affidavit of **David Quinn**, SWORN before me by electronic means on Friday, June 30, 2023.

A handwritten signature in blue ink, appearing to read "Sheryl Behr", written over a horizontal line.

A COMMISSIONER FOR OATHS for the Province of Saskatchewan – Being a Solicitor



Saskatchewan Personal Property Registry Search Result

Searching Party: MLT Aikins LLP
Search Date: 29-Jun-2023 14:39:04
Search Type: Standard

Search #: 204174228
Client Reference: 152.3794
Control #:

Search Criteria

Search By: Business Debtor Name
Business Name

Ability Society of Alberta

The following list displays all matches & indicates the ones that were selected.
2 Registration(s) Found: Exacts (2) - Similar (0)

Selected	Match	Reg #	Registration Type	Debtor Name	City	Enforcement Instruction Reg #
Yes	Exact	301598498	Personal Property Security Agreement	Ability Society of Alberta	Edmonton	N/A
Yes	Exact	302437783	Personal Property Security Agreement	Ability Society of Alberta	Edmonton	N/A



Saskatchewan Personal Property Registry Search Result

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 16-Mar-2017 08:50:27

Registration #: 301598498
Expiry Date: 15-Mar-2027

Event Type: Amendment
Transaction Reason: Regular

Notations

Trust Indenture: No

Registrant

Party ID: 152167111-1	Address: 939 EGLINTON AVE. EAST, SUITE 201
Entity Type: Business	TORONTO, Ontario
Name: D+H LIMITED PARTNERSHIP	M4G4H7 Canada

Secured Party

Item #: 1	Address: 163 Quarry Park Blvd. SE, Unit 800
Party ID: 152737545-1	Calgary, Alberta
Entity Type: Business	T2C5E1
Name: The Toronto-Dominion Bank	Canada

Debtor Party

* Item #: 1	Address: 104, 17707 - 105 Avenue
Party ID: 152737546-1	Edmonton, Alberta
Entity Type: Business	T5S1T1
Name: Ability Society of Alberta	Canada

General Property

All of the debtor's present and after acquired property, of every item, kind and description now or at any time hereafter located at or related to the lands municipally known as 1101 Grafton Avenue, Moose Jaw, Saskatchewan and legally described as Surface Parcel 104091195, Lot A, Block 5, Plan No 84MJ01102, and all parts, accessories, attachments, additions, accretions and accessions thereto and proceeds thereof.

History - Setup

Registration Type: Personal Property Security Agreement
Registration Date: 16-Mar-2017 08:50:27

Registration #: 301598498
Transaction #: 1
Expiry Date: 15-Mar-2022

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: No

Registrant

Party ID: 152185255-1	Address: 600, 2103 - 11th Avenue
Entity Type: Business	Regina, Saskatchewan
Name: Miller Thomson LLP	S4P3Z8 Canada



Saskatchewan Personal Property Registry Search Result

Secured Party

Item #:	1	Address:	163 Quarry Park Blvd. SE, Unit 800
Party ID:	152737545-1		Calgary, Alberta
Entity Type:	Business		T2C5E1
Name:	The Toronto-Dominion Bank		Canada

Debtor Party

Item #:	1	Address:	104, 17707 - 105 Avenue
Party ID:	152737546-1		Edmonton, Alberta
Entity Type:	Business		T5S1T1
Name:	Ability Society of Alberta		Canada

General Property

All of the debtor's present and after acquired property, of every item, kind and description now or at any time hereafter located at or related to the lands municipally known as 1101 Grafton Avenue, Moose Jaw, Saskatchewan and legally described as Surface Parcel 104091195, Lot A, Block 5, Plan No 84MJ01102, and all parts, accessories, attachments, additions, accretions and accessions thereto and proceeds thereof.

History - Amendment

Amendment Date: 20-Jan-2022 17:40:10

Registration #: 301598498

Transaction #: 2

Expiry Date: 15-Mar-2027

Event Type: Amendment

Transaction Reason: Regular

Life Time: Life Time Amended

Registrant

Party ID:	152167111-1	Address:	939 EGLINTON AVE. EAST, SUITE 201
Entity Type:	Business		TORONTO, Ontario
Name:	D+H LIMITED PARTNERSHIP		M4G4H7
			Canada



**Saskatchewan
Personal Property Registry
Search Result**

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 29-Jun-2023 14:38:16

Registration #: 302437783
Expiry Date: 29-Jun-2028

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: No

Registrant

Party ID:	153555741-1	Address:	1201 - 409 - 3rd Avenue S
Entity Type:	Business		Saskatoon, Saskatchewan
Name:	MLT Aikins LLP		S7K5R5 Canada

Secured Party

Item #:	1	Address:	163 Quarry Park Blvd. SE, Unit 800
Party ID:	152737545-1		Calgary, Alberta
Entity Type:	Business		T2C5E1
Name:	The Toronto-Dominion Bank		Canada

Debtor Party

* Item #:	1	Address:	104, 17707 - 105 Avenue
Party ID:	152737546-1		Edmonton, Alberta
Entity Type:	Business		T5S1T1
Name:	Ability Society of Alberta		Canada

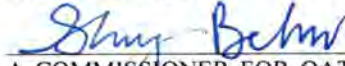
General Property

ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.

PROCEEDS: ALL PROCEEDS OF EVERY ITEM OR KIND, INCLUDING WITHOUT LIMITATION ALL ACCOUNTS, CASH, MONEY, CHATTEL PAPER, INTANGIBLES, GOODS, INSURANCE PROCEEDS, CHEQUES, DOCUMENTS OF TITLE, INSTRUMENTS, INVESTMENT PROPERTY, TRADE-INS AND ALL OTHER SUBSTITUTIONS OF ANY KIND WHATSOEVER DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALINGS WITH ANY OF THE GENERAL COLLATERAL OR PROCEEDS THEREFROM.

End of Search Result

THIS IS EXHIBIT " H " referred to in the Affidavit of
David Quinn, SWORN before me by electronic means on
Friday, June 30, 2023.



A COMMISSIONER FOR OATHS for the Province of
Saskatchewan – Being a Solicitor

May 30, 2023

Ability Society of Alberta (Jon Ouellette director)
Suite 302 327-41 Ave NE
Calgary, AB T2E 2N4

Dear Jon Ouellette:

RE: Facility number 9053 – licensed to Ability Society of Alberta (Chez Nous), located at 1101 Grafton Ave, Moose Jaw SK S6H 3S4

The purpose of this letter is to inform you that at your request we are appointing an Administrator in accordance with section 14.1 of *The Personal Care Homes Act* (the “Act”) effective May 30, 2023, to facilitate the safe relocation of residents due to the imminent closure of Chez Nous Personal Care Home (the “Home”). Section 14.1 provides:

Appointment of administrator

14.1(1) The minister may appoint an administrator to act in the place of the licensee of a personal care home if the minister has reason to believe that:

(a) the licensee:

- (i) has ceased to function or is otherwise unable to carry out the duties of the licensee relating to the operation of the personal care home or the care of the residents of the personal care home; and
- (ii) has not provided the department with written notice of intention to discontinue operation of the personal care home as required by the regulations;

Please see the attached Minister’s Order.

You have indicated that you are no longer able to provide safe and appropriate care to residents in the above referenced Home. More specifically, you have reported that Ability Society of Alberta (“ASA”) is no longer solvent, not able to meet payroll obligations on June 9th, and not able to purchase groceries for the residents. Today we were advised that you provided your staff with 2 weeks’ notice and that their last day would be June 12, 2023. We understand that there are 45 residents currently in the Home, while some have plans to move over the next week, there are others that require care until they can find alternate placement.

The License for Ability Society of Alberta will be maintained until the last resident has been placed.

The appointed Administrator will assist in the safe and orderly transfer of residents to new care situations.

The licensee responsibilities as described in the Act include:

... 2

Duties of licensee

14.3(1) On the appointment of an administrator, the licensee, any persons who act on the instructions of the licensee and any persons who have been given notice of the appointment of the administrator shall immediately grant access to the personal care home and to all possessions, assets and property that are necessary for the operation of the personal care home and the care of the residents of the personal care home.

(2) The licensee, any persons who act on the instructions of the licensee and any persons who have been given notice of the appointment of the administrator shall immediately deliver to the administrator:

(a) all real and personal property that is:

(i) owned or leased by the licensee or any partnership, firm or subsidiary corporation that is owned or controlled, directly or indirectly, by the licensee; and

(ii) used in connection with the personal care home;

(b) all books, records, documents and information of every kind relating to the personal care home; and

(c) all moneys, cheques, post-dated cheques, credit vouchers and remittances of every kind received at any time in relation to the personal care home.

(3) If any record or information relating to the personal care home is stored or otherwise contained in a computer or other electronic system of information storage, the licensee or any other person having control of the computer or system shall:

(a) give the administrator unfettered access to the computer or system for the purpose of obtaining a full copy of the information in any form that the administrator requires; and

(b) provide the administrator with any assistance that the administrator requires in gaining access to the information, including instruction in the use of the computer or system and provision of any access codes that may be required.

We expect that you will cooperate in providing access to the Administrator as required by the legislation.

In addition, please be advised that all resident fees are to be paid to the Administrator (per s. 14.31 of the Act), and the Administrator is not liable for any debts or obligations incurred by ASA (per s. 14.4 of the Act):

Payments to administrator by residents

14.31 If an administrator is appointed with respect to a personal care home, a resident of the personal care home shall pay to the administrator all fees and charges that are due or accruing due pursuant to the resident's agreement with the licensee.

Debts, etc., of licensee

14.4 (1) Notwithstanding any other Act or law, an administrator is not liable for any debts or obligations incurred by the licensee.

(2) Without limiting the generality of subsection (1), section 2-9 of The Saskatchewan Employment Act does not apply to an administrator, and the vesting in an administrator of the powers of a licensee and the transfer of the operation of a personal care home to an administrator does not constitute a sale, lease, transfer or other disposition of the business of a licensee for the purposes of that section.

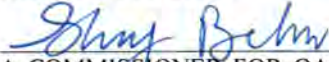
If you have any questions call Julie Busch at (306) 787 4091 or myself at (306) 787 1715.

Sincerely,

A handwritten signature in blue ink, appearing to read "Dawn Skalicky-Souliere", with a horizontal line underneath.

Dawn Skalicky-Souliere
Director of Licensing

THIS IS EXHIBIT “ 1 ” referred to in the Affidavit of **David Quinn**, SWORN before me by electronic means on Friday, June 30, 2023.



A COMMISSIONER FOR OATHS for the Province of
Saskatchewan – Being a Solicitor

MINISTER'S ORDER
APPOINTMENT OF ADMINISTRATOR
UNDER *THE PERSONAL CARE HOMES ACT*

WHEREAS **ABILITY SOCIETY OF ALBERTA** (the “**Licensee**”) is currently the holder of a license to operate a personal care home at **1101 Grafton Avenue, Moose Jaw, Saskatchewan** (the “**personal care home**”);

AND WHEREAS Section **14.1** of *The Personal Care Homes Act* provides that:

“**14.1(1)** The minister may appoint an administrator to act in the place of the licensee of a personal care home if the minister has reason to believe that:

(a) The licensee:

(i) Has ceased to function or is otherwise unable to carry out the duties of the licensee relating to the operation of the personal care home or the care of the residents of the personal care home.”;

AND WHEREAS Section **2-34** of *The Legislation Act* provides that:

“**2-34(1)** If an enactment directs or empowers a minister of the Crown to do an act or thing, or otherwise applies to the minister by the minister’s name of office, a reference in that enactment to the minister includes:

...

(d) the minister’s deputy minister or a person acting as deputy minister

AND WHEREAS it is necessary to appoint an administrator for the Licensee’s personal care home immediately in order to ensure the continued operation of the personal care home in accordance with *The Personal Care Homes Act* and *The Personal Care Homes Regulations* and to ensure continuity of care for the residents of the personal care home;

AND WHEREAS Diane Ireland (the “**Administrator**”) is prepared to assume the duties of an administrator under *The Personal Care Homes Act* and *The Personal Care Homes Regulations* on the terms and conditions outlined below;

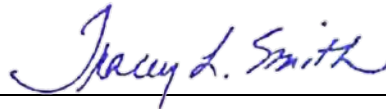
NOW THEREFORE, I, Tracey Smith, Deputy Minister of Health, by the authority pursuant to Section **2-34** of *The Legislation Act* and pursuant to Section **14.1** of *The Personal Care Homes Act*, do hereby appoint Diane Ireland as Administrator to act in the place of the Licensee, which appointment is subject to the following terms and conditions:

1. This appointment is for the period commencing May 30, 2023, and ending on June 30, 2023.
2. The Administrator is authorized to take control of the assets of the Licensee used for the operation of the personal care home, for the purpose of caring for the residents until alternative placements can be arranged and the residents discharged from the personal care home.

3. For the duration of this appointment:
 - a. The Administrator is entitled to the payment of two thousand dollars per week to a maximum amount of ten thousand dollars for the duties, but is otherwise entitled to no other remuneration for carrying out the duties of administrator under this appointment.
4. All dealings with and expenses paid out of the assets of the Licensee shall require the written approval of the Administrator.
5. The Administrator shall report weekly to the Director of Licensing, Community Care Branch, Ministry of Health (the “**Director**”) or her designate with respect to her progress in discharging residents from the personal care home and shall provide any other information requested by the Director regarding their operation of the personal care home.

Dated at Regina, Saskatchewan this 29 day of May 2023.

No. _____



Deputy Minister of Health

Note: For the information of persons dealing with the administrators, the following are some of the provisions of *The Personal Care Homes Act* governing the powers and duties of an administrator.

Powers of administrator

14.21(1) On the appointment of an administrator:

(a) the administrator:

(i) has all the powers and duties of the licensee with respect to the personal care home; and

(ii) has control of all assets of the licensee that are necessary for, or are used in, the operation of the personal care home; and

(b) if the licensee is a corporation, the administrator has all the powers and duties of the directors and officers of the corporation with respect to the personal care home.

(2) An administrator may delegate any of the powers vested in the administrator.

(3) While the powers and duties of a licensee or the directors or officers of a licensee are vested in an administrator, the licensee, directors or officers, as the case may be, shall not exercise those powers or carry out those duties.

Duties of licensee

14.3(1) On the appointment of an administrator, the licensee, any persons who act on the instructions of the licensee and any persons who have been given notice of the appointment of the administrator shall immediately grant access to the personal care home and to all possessions, assets and property that are necessary for the operation of the personal care home and the care of the residents of the personal care home.

(2) The licensee, any persons who act on the instructions of the licensee and any persons who have been given notice of the appointment of the administrator shall immediately deliver to the administrator:

(a) all real and personal property that is:

(i) owned or leased by the licensee or any partnership, firm or subsidiary corporation that is owned or controlled, directly or indirectly, by the licensee; and

(ii) used in connection with the personal care home;

(b) all books, records, documents and information of every kind relating to the personal care home; and

(c) all moneys, cheques, post-dated cheques, credit vouchers and remittances of every kind received at any time in relation to the personal care home.

(3) If any record or information relating to the personal care home is stored or otherwise contained in a computer or other electronic system of information storage, the licensee or any other person having control of the computer or system shall:

(a) give the administrator unfettered access to the computer or system for the purpose of obtaining a full copy of the information in any form that the administrator requires; and

(b) provide the administrator with any assistance that the administrator requires in gaining access to the information, including instruction in the use of the computer or system and provision of any access codes that may be required.

THIS IS EXHIBIT " J " referred to in the Affidavit of **David Quinn**, SWORN before me by electronic means on Friday, June 30, 2023.


A COMMISSIONER FOR OATHS for the Province of Saskatchewan – Being a Solicitor

June 30, 2023

VIA EMAIL: <mailto:jon@leadersteam.com>

Ability Society of Alberta
302 327-41 Avenue NE
Calgary, AB T2E 2N4

Attention: Jon Ouellette

Dear Sir:

Re: The Toronto-Dominion Bank v Ability Society of Alberta

We are solicitors for The Toronto-Dominion Bank ("**TD Bank**") in respect of the above-captioned matter.

Enclosed for service upon Ability Society of Alberta (the "**Society**") is a Notice of Intention to Enforce a Security pursuant to section 244(1) of the *Bankruptcy and Insolvency Act*.

By means of a Letter Agreement dated September 12, 2022 (the "**Letter Agreement**"), TD Bank made credit available and advanced funds to the Society.

As at June 26, 2023, the total aggregate amount of indebtedness owing by the Society to TD Bank pursuant to the Letter Agreement was **\$3,698,751.54** (the "**Indebtedness**"), particulars of which are as follows:

Item of Indebtedness	Total
Operating Line	\$247,566.95
Term Loan	\$3,431,329.53
Visa	\$19,855.06
TOTAL:	\$3,698.751.54

The above-noted credit facilities are in default as a result of, among other things, the Society's failure to make certain loan payments as they have become due, the suspension of the Society's business operations, and TD Bank's determination that there was a material adverse change in the financial condition and business operations of the Society.

TD Bank holds the following security in respect of the obligations owed to TD Bank by the Society pursuant to the Credit Agreements (collectively, the “**Security**”)

1. Mortgage dated March 10, 2017 in the principal amount of \$3,979,000.00, pursuant to which the Society mortgaged to and in favour of TD Bank all of its estate and interest in the lands legally described as Surface Parcel #104091195, Lot A Blk/Par 5 Plan No 84MJ01102 Ext. 0 (the “**Mortgaged Lands**”).
2. General Assignment of Rents & Leases dated March 10, 2017, pursuant to which the Society assigned to and created a security interest in favour of TD Bank in all of its right, title, benefit, and interest in the leases and rents from the Mortgaged Lands.
3. General Security Agreement dated March 10, 2017, pursuant to which the Society granted to TD Bank a security interest in all of its present and after-acquired personal property.

Accordingly, this letter constitutes formal demand by TD Bank that the Society make payment in full to our office of the outstanding amount of the Indebtedness, comprising **\$3,698,751.54** (plus additional interest accrued and legal fees incurred to the date of payment) **within ten days of the date of this letter** (i.e., on or before **July 10 2023**), failing which TD Bank will avail itself of the appropriate legal remedies to collect this indebtedness from the Society without further notice), including by enforcing the Security as more particularly described in the enclosed Notice of Intention to Enforce a Security.

TD Bank reserves the right to enforce the Security sooner than ten days from now if it deems the Security in any way to be endangered or in jeopardy, or if the Society consents to the earlier enforcement of the Security.

This is a serious matter. We trust that you will give this your immediate attention.

Yours truly,

MLT AIKINS LLP

Per: 
Jeffrey M. Lee, K.C..

cc: The Toronto Dominion Bank, Attention: Michael Holland
Michael.Holland@td.com

Encl. (1)

Form 86

Notice of Intention to Enforce A Security
(Rule 124)

TO: Ability Society of Alberta (the "**Debtor**"), an insolvent person.

TAKE NOTICE THAT:

1. The Toronto-Dominion Bank, a secured creditor, intends to enforce its security on the insolvent person's property described below:

See Schedule "A" appended hereto.

2. The security that is to be enforced is:

- a) Mortgage dated March 10, 2017.
- b) General Assignment of Leases and Rents dated March 10, 2017.
- c) General Security Agreement dated March 10, 2017.

3. The amount of indebtedness secured by the security as at June 26, 2023 is **\$3,698,751.54** plus accruing interest, and applicable legal fees from and after June 26, 2023 to the date of payment.

4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice unless the insolvent person consents to an earlier enforcement.

Dated at Saskatoon, Saskatchewan this 30th day of June, 2023.

The Toronto-Dominion Bank
by its solicitors and agents, MLT Aikins LLP

Per: 

Jeffrey M. Lee, K.C.

SCHEDULE A

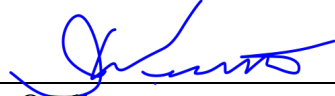
1. Real property legally described as Surface Parcel #104091195, Lot A Blk/Par 5 Plan No 84MJ01102 Ext. 0 (the “**Mortgaged Lands**”).
2. All rents and leases from the Mortgaged Lands.
3. All of the Debtor’s present and after-acquired personal property.

SCHEDULE B

Ability Society of Alberta hereby waives the notice period provided for under Section 244(2) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended, and consents to the immediate enforcement by The Toronto-Dominion Bank of the Security described above.

DATED at Calgary, Alberta this 30th day of June, 2023.

ABILITY SOCIETY OF ALBERTA

By: 
Name: Jon Ouellette
Title: Director