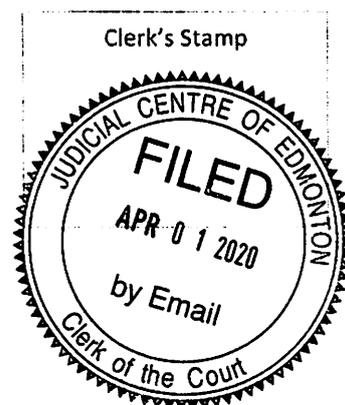


COURT FILE NUMBER 2003-06728  
COURT COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL CENTRE EDMONTON  
PLANTIFF ROMSPEN MORTGAGE LIMITED PARTNERSHIP  
AND ROMSPEN INVESTMENT CORPORATION  
DEFENDANTS 3443 ZEN GARDEN LIMITED PARTNERSHIP, LOT  
11 GP LTD., LOT 11 LIMITED PARTNERSHIP, ECO-  
INDUSTRIAL BUSINESS PARK INC., ABSOLUTE  
ENERGY RESOURCES INC., ABSOLUTE  
ENVIRONMENTAL WATER MANAGEMENT INC.  
AND DANIEL ALEXANDER WHITE  
DOCUMENT SUPPLEMENTAL AFFIDAVIT  
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY  
FILING THIS DOCUMENT BORDEN LADNER GERVAIS LLP  
1900, 520 Third Avenue S.W.  
Calgary, Alberta T2P 0R3



Josef Krüger, QC/Kevin E. Barr  
Telephone: 403.232.9563/9786  
Facsimile: 403.266.1395  
Email: jkruger@blg.com/kbarr@blg.com  
File Number: 443063-000012

---

**AFFIDAVIT OF WESLEY ROITMAN**

Sworn on April 1, 2020

---

I, WESLEY ROITMAN, of Toronto, Ontario, SWEAR AND SAY THAT:

**Introduction**

1. I am Managing General Partner of Romspen Investment Corporation, the manager and administrative agent for Romspen Mortgage Limited Partnership ("RMLP") (collectively "Romspen"). As such, I have personal knowledge of the matters and facts hereinafter sworn to,

except where stated to be based on information and belief, and where so stated, I verily believe the same to be true.

2. Capitalized terms not expressly defined herein shall have the same meaning as those terms defined in my Affidavit sworn on March 30, 2020.
3. This Affidavit has been sworn during the COVID-19 pandemic.

**Corrections to my March 30, 2020 Affidavit**

4. I have had an opportunity to review my Affidavit sworn in these proceedings on March 30, 2020 and wish to correct a few inadvertent errors and omissions on my part.
5. Attached hereto and marked as **Exhibit "A"** to this my Affidavit is a complete copy of the Demand and Notice referenced in paragraph 28 (Exhibit "C") to my Affidavit sworn on March 30, 2020.
6. I note that in the preamble prior to paragraph 1, it states that the deponent is Mary Gianfriddo. Ms. Gianfriddo is one of my partners at Romspen and it was originally contemplated that she would swear the March 30, 2020 Affidavit. I confirm that the March 30, 2020 Affidavit was, in fact, sworn by me using video-conference technology in the presence of Kevin Barr of Borden Ladner Gervais LLP.
7. I have been advised by the Applicants' Texas counsel, Tom Scannell ("**Scannell**") of Foley & Lardner LLP, and do verily believe that the Standstill Agreement referenced in paragraph 31 (Exhibit "E") of my March 30, 2020 Affidavit was signed only by White, Eco-Industrial, GP, LP, Absolute Energy and Absolute Environmental. It was not signed by either RMLP or Romspen Investment Corporation as Lender parties nor was it signed by either of Zen Garden or Eightfold as Borrower parties.
8. Romspen made the decision not to sign the Standstill Agreement on the basis that the due diligence that Romspen had requested in respect of the assets subject to the Alberta Security was never completed.
9. I have been further advised by Scannell, and do verily believe, that the Receivership Order referenced in paragraph 32 (Exhibit "F") of my March 30, 2020 Affidavit was signed only by White. It was not signed by counsel for any of RMLP, Zen Garden, Eightfold or Adam Zarafshani.

KSS

**Conclusion**

- 10. This Affidavit was sworn using video technology due to the COVID-19 pandemic.
- 11. In advance of swearing this Affidavit, I have shown the Notary Public the front and back of my current government-issued photo identification.
- 12. I do verily believe that this Affidavit has been sworn in compliance with NPP#2020-01 issued by the Court of Queen's Bench on January 28, 2020.
- 13. I am authorized to swear this Affidavit on behalf on Romspen.
- 14. I make this Affidavit for no improper purpose.
- 15. I make this Affidavit in support of an Order appointing a Receiver and Receiver-Manager over each of:

- (i) GP;
- (ii) LP;
- (iii) Absolute Environmental;
- (iv) Absolute Energy;
- (v) Eco-Industrial; and
- (vi) White

SWORN BEFORE ME at Toronto, Ontario, this )  
1 day of April, 2020. )

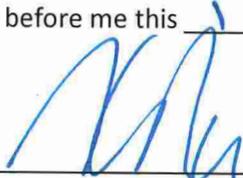
  
 \_\_\_\_\_ )  
 A Notary Public in and for the Province of )  
 Alberta )

\_\_\_\_\_  
**WESLEY ROITMAN**

**KEVIN E. BARR**  
 Barrister & Solicitor

KJB

This is **Exhibit "A"** referred to  
in the Affidavit of Wesley Roitman  
Sworn before me this \_\_\_\_\_ day of April, 2020



---

A Notary Public in and for  
the Province of Alberta

**KEVIN E. BARR**  
Barrister & Solicitor

KJB

KEVIN E. BARR  
T (403) 232-9786  
F (403) 266-1395  
kbarr@blg.com  
File No. 443063-000011

Borden Ladner Gervais LLP  
Centennial Place, East Tower  
1900, 520 - 3rd Ave SW  
Calgary, AB, Canada T2P 0R3  
T 403.232.9500  
F 403.266.1395  
blg.com



October 11, 2019

**DELIVERED VIA COURIER**

**3443 Zen Garden Limited Partnership**  
Registered Office  
701 S. Taylor, Suite 501  
Amarillo, Texas, 79101, USA

**Zen Garden GP LLC**  
Registered Office  
701 S. Taylor, Suite 501  
Amarillo, Texas, 79101, USA

**Eightfold Development LLC**  
Registered Office  
701 S. Taylor, Suite 501  
Amarillo, Texas, 79101, USA

**Panache Development & Construction Inc.**  
Registered Office  
701 S. Taylor, Suite 501  
Amarillo, Texas, 79101, USA

**3443 Zen Garden Limited Partnership**  
3443 Ed Bluestein Blvd  
Austin, Texas, 78721, USA

**Zen Garden GP LLC**  
PO Box 26539  
Austin, Texas, 78755-0539 USA

**Eightfold Development LLC**  
PO Box 26538  
Austin, Texas 78755-0538, USA

**Panache Development & Construction Inc.**  
PO Box 26539  
Austin, Texas, 78755, USA

**Lot 11 Limited Partnership**  
Registered Office  
1250 Hayter Road  
Edmonton, AB T6S 1A2

**Eco-Industrial Business Park Inc.**  
Registered Office  
600, 9707 – 110 Street NW  
Edmonton, AB T5K 2L9

**Lot 11 Limited Partnership**  
260, 2833 Broadmoor Blvd.  
Sherwood Park, Alberta T8H 2H3

**Eco-Industrial Business Park Inc.**  
1250 Hayter Road  
Edmonton, AB T6S 1A2

**Absolute Energy Resources Inc.**  
Registered Office  
600, 9707 – 110 Street NW  
Edmonton, AB T5K 2L9

**Absolute Environmental Waste  
Management Inc.**  
Registered Office.  
600, 9707 – 110 Street NW  
Edmonton, AB T5K 2L9

**Daniel Alexander White**  
1250 Hayter Road  
Edmonton, AB T6S 1A2  
Email: [dwhite@symmetryinc.com](mailto:dwhite@symmetryinc.com) and  
[d.white.eight@icloud.com](mailto:d.white.eight@icloud.com)

**Absolute Environmental Waste  
Management Inc.**  
1250 Hayter Road  
Edmonton, AB T6S 1A2

Dear Sir/Madam:

**Re: Romspen Investment Corporation (the "Lender") indebtedness owing by  
Zen Garden Limited Partnership (the "Borrower")  
Guaranteed by: Lot 11 Limited Partnership, Eco-Industrial Business Park Inc., Absolute  
Energy Resources Inc., Absolute Environmental Waste Management Inc. and Daniel  
Alexander White (collectively the "Guarantors")**

---

Our offices are the solicitors who act on behalf of the Lender in connection with the amounts owed to it pursuant to various loans and advances made to the commencing to the Borrower with a Commitment Letter (including all amendments thereto) including, and as secured by, the following:

1. Commitment Letter;
2. Acknowledgment re Mortgage Custodian;
3. Mortgage from Lot 11 GP Ltd.;
4. Assignment of Leases and Rents from Lot 11 GP;
5. Copy of Caveat re Assignment of Leases and Rents;
6. Specific Assignment of Lease from Lot 11 GP;
7. Acknowledgment of Specific Assignment of Lease;
8. Assignment of Tenant's Interest in Lease from Eco-Industrial Business Park Inc.;
9. Copy of Caveat re Assignment of Tenant's Interest in Lease;
10. General Security Agreement from Lot 11 GP and Lot 11 LP;
11. Assignment of Material Contracts from Lot 11 GP;
12. Assignment of Insurance Interest from Lot 11 GP;
13. Environmental Indemnity for execution by the Borrower and all Guarantors;
14. Direction and Acknowledgment;
15. Hypothecation and Pledge Agreement;
16. Shareholder Subordination from Symmetry Asset Management Inc. ("**Symmetry**")
17. Irrevocable Proxy from Symmetry;
18. Stock Power of Attorney from Symmetry;
19. Hypothecation and Pledge Agreement from the Unit Holder of Lot 11 LP;
20. Irrevocable Proxy from the Unit Holder;
21. Stock Power of Attorney from the Unit Holder;
22. Guarantee from Eco-Industrial Business Park Inc. ("**Eco**")
23. Mortgage from Eco;
24. Assignment of Leases and Rents from Eco;
25. Specific Assignment of Leases from Eco;
26. Acknowledgment of Specific Assignment of Lease;

27. Assignment of Tenant's Interest in Lease from Absolute Environmental Waste Management Inc.;
28. General Security Agreement from Eco;
29. Assignment of Material Contracts from Eco;
30. Assignment of Insurance Interest from Eco;
31. Hypothecation and Pledge Agreement;
32. Shareholder Subordination from 1468527 Alberta Ltd. ("**1468527**");
33. Irrevocable Proxy from 1468527;
34. Stock Power of Attorney from 1468527;
35. Guarantee from Absolute Energy Resources Inc. ("**AER**");
36. General Security Agreement from AER;
37. Assignment of Purchase Contracts from AER;
38. Hypothecation and Pledge Agreement;
39. Shareholder Subordination from 1468527;
40. Irrevocable Proxy from 1468527;
41. Stock Power of Attorney from 1468527;
42. Guarantee from Absolute Environmental Waste Management Inc. ("**AEWM**");
43. General Security Agreement from AEWM;
44. Hypothecation and Pledge Agreement;
45. Shareholder Subordination from 1468527;
46. Irrevocable Proxy from 1468527;
47. Stock Power of Attorney from 1468527;
48. Guarantee from Daniel Alexander White;
49. General Security Agreement from Daniel Alexander White;
50. Statutory Declaration regarding leases; and
51. Title Insurance Policy.

The Lender takes the position that the Borrower and the Guarantors are in default of their obligations.

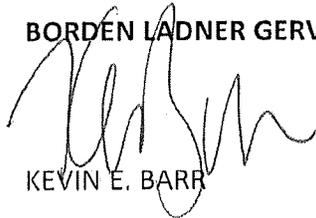
The amount outstanding and owing to the Lender inclusive of interest, as at October 11, 2019, is approximately **\$87,865,453.79 USD** plus costs, disbursements and interest accruing thereupon at the rate of **\$28,706.61 USD** per diem.

Demand is hereby made upon the Borrower and the Guarantors for payment in full of the amounts outstanding together with any accrued interest and other legal fees or charges that may arise. In the event that payment is not made in full by close of business on October 24, 2019, or the Lender determines that its collateral is at risk, the Lender will take such steps as it may consider necessary to protect its position.

Also enclosed for service upon you is a Notice of Intention to Enforce Security provided in accordance with the provisions of the *Bankruptcy and Insolvency Act*. If you consent to the Lender taking earlier enforcement, please return the enclosed consent.

Sincerely,

**BORDEN LADNER GERVAIS LLP**



KEVIN E. BARR

KEB/dm  
Enclosure

Assistant: Demara Mills  
Direct: (403) 232-9758  
Email: dmills@blg.com

**3443 Zen Garden Limited Partnership** hereby:

- (a) consents to the immediate enforcement by the Lender as a secured party of the security described in paragraph 2 above pursuant to Section 244(2) of the *Bankruptcy and Insolvency Act* (Canada);
- (b) consents to the secured party's (the Lender's) disposition of any or all collateral subject to the secured party's security immediately or otherwise as the secured party may determine in its sole discretion, without notice as required by the *Personal Property Security Act* (Alberta);
- (c) Consents to the secured party's (the Lender's) immediate appointment of a Receiver, or a Receiver-Manager, in accordance with the provisions of the above noted security.

**3443 Zen Garden Limited Partnership**

Per: \_\_\_\_\_ c/s  
BY ITS AUTHORIZED SIGNATORY

Name:

Title:

## SCHEDULE "A"

- Commitment Letter;
- Acknowledgment re Mortgage Custodian;
- Mortgage from Lot 11 GP Ltd.;
- Assignment of Leases and Rents from Lot 11 GP;
- Copy of Caveat re Assignment of Leases and Rents;
- Specific Assignment of Lease from Lot 11 GP;
- Acknowledgment of Specific Assignment of Lease;
- Assignment of Tenant's Interest in Lease from Eco-Industrial Business Park Inc.;
- Copy of Caveat re Assignment of Tenant's Interest in Lease;
- General Security Agreement from Lot 11 GP and Lot 11 LP;
- Assignment of Material Contracts from Lot 11 GP;
- Assignment of Insurance Interest from Lot 11 GP;
- Environmental Indemnity for execution by the Borrower and all Guarantors;
- Direction and Acknowledgment;
- Hypothecation and Pledge Agreement;
- Shareholder Subordination from Symmetry Asset Management Inc. ("**Symmetry**")
- Irrevocable Proxy from Symmetry;
- Stock Power of Attorney from Symmetry;
- Hypothecation and Pledge Agreement from the Unit Holder of Lot 11 LP;
- Irrevocable Proxy from the Unit Holder;
- Stock Power of Attorney from the Unit Holder;
- Guarantee from Eco-Industrial Business Park Inc. ("**Eco**")
- Mortgage from Eco;
- Assignment of Leases and Rents from Eco;
- Specific Assignment of Leases from Eco;
- Acknowledgment of Specific Assignment of Lease;
- Assignment of Tenant's Interest in Lease from Absolute Environmental Waste Management Inc.;
- General Security Agreement from Eco;
- Assignment of Material Contracts from Eco;
- Assignment of Insurance Interest from Eco;
- Hypothecation and Pledge Agreement;
- Shareholder Subordination from 1468527 Alberta Ltd. ("**1468527**")
- Irrevocable Proxy from 1468527;
- Stock Power of Attorney from 1468527;
- Guarantee from Absolute Energy Resources Inc. ("**AER**")
- General Security Agreement from AER;
- Assignment of Purchase Contracts from AER;
- Hypothecation and Pledge Agreement;
- Shareholder Subordination from 1468527;
- Irrevocable Proxy from 1468527;
- Stock Power of Attorney from 1468527;

- Guarantee from Absolute Environmental Waste Management Inc. ("AEWM");
- General Security Agreement from AEWM;
- Hypothecation and Pledge Agreement;
- Shareholder Subordination from 1468527;
- Irrevocable Proxy from 1468527;
- Stock Power of Attorney from 1468527;
- Guarantee from Daniel Alexander White;
- General Security Agreement from Daniel Alexander White;
- Statutory Declaration regarding leases; and
- Title Insurance Policy.

**Zen Garden GP LLC** hereby:

- (a) consents to the immediate enforcement by the Lender as a secured party of the security described in paragraph 2 above pursuant to Section 244(2) of the *Bankruptcy and Insolvency Act* (Canada);
- (b) consents to the secured party's (the Lender's) disposition of any or all collateral subject to the secured party's security immediately or otherwise as the secured party may determine in its sole discretion, without notice as required by the *Personal Property Security Act* (Alberta);
- (c) Consents to the secured party's (the Lender's) immediate appointment of a Receiver, or a Receiver-Manager, in accordance with the provisions of the above noted security.

---

**Zen Garden GP LLC**

Per: \_\_\_\_\_ c/s  
BY ITS AUTHORIZED SIGNATORY

Name:

Title:

1CSB

## SCHEDULE "A"

- Commitment Letter;
- Acknowledgment re Mortgage Custodian;
- Mortgage from Lot 11 GP Ltd.;
- Assignment of Leases and Rents from Lot 11 GP;
- Copy of Caveat re Assignment of Leases and Rents;
- Specific Assignment of Lease from Lot 11 GP;
- Acknowledgment of Specific Assignment of Lease;
- Assignment of Tenant's Interest in Lease from Eco-Industrial Business Park Inc.;
- Copy of Caveat re Assignment of Tenant's Interest in Lease;
- General Security Agreement from Lot 11 GP and Lot 11 LP;
- Assignment of Material Contracts from Lot 11 GP;
- Assignment of Insurance Interest from Lot 11 GP;
- Environmental Indemnity for execution by the Borrower and all Guarantors;
- Direction and Acknowledgment;
- Hypothecation and Pledge Agreement;
- Shareholder Subordination from Symmetry Asset Management Inc. ("**Symmetry**")
- Irrevocable Proxy from Symmetry;
- Stock Power of Attorney from Symmetry;
- Hypothecation and Pledge Agreement from the Unit Holder of Lot 11 LP;
- Irrevocable Proxy from the Unit Holder;
- Stock Power of Attorney from the Unit Holder;
- Guarantee from Eco-Industrial Business Park Inc. ("**Eco**")
- Mortgage from Eco;
- Assignment of Leases and Rents from Eco;
- Specific Assignment of Leases from Eco;
- Acknowledgment of Specific Assignment of Lease;
- Assignment of Tenant's Interest in Lease from Absolute Environmental Waste Management Inc.;
- General Security Agreement from Eco;
- Assignment of Material Contracts from Eco;
- Assignment of Insurance Interest from Eco;
- Hypothecation and Pledge Agreement;
- Shareholder Subordination from 1468527 Alberta Ltd. ("**1468527**");
- Irrevocable Proxy from 1468527;
- Stock Power of Attorney from 1468527;
- Guarantee from Absolute Energy Resources Inc. ("**AER**");
- General Security Agreement from AER;
- Assignment of Purchase Contracts from AER;
- Hypothecation and Pledge Agreement;
- Shareholder Subordination from 1468527;
- Irrevocable Proxy from 1468527;
- Stock Power of Attorney from 1468527;

- Guarantee from Absolute Environmental Waste Management Inc. ("AEWM");
- General Security Agreement from AEWM;
- Hypothecation and Pledge Agreement;
- Shareholder Subordination from 1468527;
- Irrevocable Proxy from 1468527;
- Stock Power of Attorney from 1468527;
- Guarantee from Daniel Alexander White;
- General Security Agreement from Daniel Alexander White;
- Statutory Declaration regarding leases; and
- Title Insurance Policy.

**Eightfold Development LLC** hereby:

- (a) consents to the immediate enforcement by the Lender as a secured party of the security described in paragraph 2 above pursuant to Section 244(2) of the *Bankruptcy and Insolvency Act* (Canada);
- (b) consents to the secured party's (the Lender's) disposition of any or all collateral subject to the secured party's security immediately or otherwise as the secured party may determine in its sole discretion, without notice as required by the *Personal Property Security Act* (Alberta);
- (c) Consents to the secured party's (the Lender's) immediate appointment of a Receiver, or a Receiver-Manager, in accordance with the provisions of the above noted security.

---

**Eightfold Development LLC**

Per: \_\_\_\_\_ c/s  
BY ITS AUTHORIZED SIGNATORY

Name:

Title:

## SCHEDULE "A"

- Commitment Letter;
- Acknowledgment re Mortgage Custodian;
- Mortgage from Lot 11 GP Ltd.;
- Assignment of Leases and Rents from Lot 11 GP;
- Copy of Caveat re Assignment of Leases and Rents;
- Specific Assignment of Lease from Lot 11 GP;
- Acknowledgment of Specific Assignment of Lease;
- Assignment of Tenant's Interest in Lease from Eco-Industrial Business Park Inc.;
- Copy of Caveat re Assignment of Tenant's Interest in Lease;
- General Security Agreement from Lot 11 GP and Lot 11 LP;
- Assignment of Material Contracts from Lot 11 GP;
- Assignment of Insurance Interest from Lot 11 GP;
- Environmental Indemnity for execution by the Borrower and all Guarantors;
- Direction and Acknowledgment;
- Hypothecation and Pledge Agreement;
- Shareholder Subordination from Symmetry Asset Management Inc. ("**Symmetry**")
- Irrevocable Proxy from Symmetry;
- Stock Power of Attorney from Symmetry;
- Hypothecation and Pledge Agreement from the Unit Holder of Lot 11 LP;
- Irrevocable Proxy from the Unit Holder;
- Stock Power of Attorney from the Unit Holder;
- Guarantee from Eco-Industrial Business Park Inc. ("**Eco**")
- Mortgage from Eco;
- Assignment of Leases and Rents from Eco;
- Specific Assignment of Leases from Eco;
- Acknowledgment of Specific Assignment of Lease;
- Assignment of Tenant's Interest in Lease from Absolute Environmental Waste Management Inc.;
- General Security Agreement from Eco;
- Assignment of Material Contracts from Eco;
- Assignment of Insurance Interest from Eco;
- Hypothecation and Pledge Agreement;
- Shareholder Subordination from 1468527 Alberta Ltd. ("**1468527**");
- Irrevocable Proxy from 1468527;
- Stock Power of Attorney from 1468527;
- Guarantee from Absolute Energy Resources Inc. ("**AER**");
- General Security Agreement from AER;
- Assignment of Purchase Contracts from AER;
- Hypothecation and Pledge Agreement;
- Shareholder Subordination from 1468527;
- Irrevocable Proxy from 1468527;
- Stock Power of Attorney from 1468527;

- Guarantee from Absolute Environmental Waste Management Inc. ("AEWM");
- General Security Agreement from AEWM;
- Hypothecation and Pledge Agreement;
- Shareholder Subordination from 1468527;
- Irrevocable Proxy from 1468527;
- Stock Power of Attorney from 1468527;
- Guarantee from Daniel Alexander White;
- General Security Agreement from Daniel Alexander White;
- Statutory Declaration regarding leases; and
- Title Insurance Policy.

**Panache Development & Construction Inc.** hereby:

- (a) consents to the immediate enforcement by the Lender as a secured party of the security described in paragraph 2 above pursuant to Section 244(2) of the *Bankruptcy and Insolvency Act* (Canada);
- (b) consents to the secured party's (the Lender's) disposition of any or all collateral subject to the secured party's security immediately or otherwise as the secured party may determine in its sole discretion, without notice as required by the *Personal Property Security Act* (Alberta);
- (c) Consents to the secured party's (the Lender's) immediate appointment of a Receiver, or a Receiver-Manager, in accordance with the provisions of the above noted security.

---

**Panache Development & Construction Inc.**

Per: \_\_\_\_\_ c/s  
BY ITS AUTHORIZED SIGNATORY

Name:

Title:

## SCHEDULE "A"

- Commitment Letter;
- Acknowledgment re Mortgage Custodian;
- Mortgage from Lot 11 GP Ltd.;
- Assignment of Leases and Rents from Lot 11 GP;
- Copy of Caveat re Assignment of Leases and Rents;
- Specific Assignment of Lease from Lot 11 GP;
- Acknowledgment of Specific Assignment of Lease;
- Assignment of Tenant's Interest in Lease from Eco-Industrial Business Park Inc.;
- Copy of Caveat re Assignment of Tenant's Interest in Lease;
- General Security Agreement from Lot 11 GP and Lot 11 LP;
- Assignment of Material Contracts from Lot 11 GP;
- Assignment of Insurance Interest from Lot 11 GP;
- Environmental Indemnity for execution by the Borrower and all Guarantors;
- Direction and Acknowledgment;
- Hypothecation and Pledge Agreement;
- Shareholder Subordination from Symmetry Asset Management Inc. ("**Symmetry**")
- Irrevocable Proxy from Symmetry;
- Stock Power of Attorney from Symmetry;
- Hypothecation and Pledge Agreement from the Unit Holder of Lot 11 LP;
- Irrevocable Proxy from the Unit Holder;
- Stock Power of Attorney from the Unit Holder;
- Guarantee from Eco-Industrial Business Park Inc. ("**Eco**")
- Mortgage from Eco;
- Assignment of Leases and Rents from Eco;
- Specific Assignment of Leases from Eco;
- Acknowledgment of Specific Assignment of Lease;
- Assignment of Tenant's Interest in Lease from Absolute Environmental Waste Management Inc.;
- General Security Agreement from Eco;
- Assignment of Material Contracts from Eco;
- Assignment of Insurance Interest from Eco;
- Hypothecation and Pledge Agreement;
- Shareholder Subordination from 1468527 Alberta Ltd. ("**1468527**");
- Irrevocable Proxy from 1468527;
- Stock Power of Attorney from 1468527;
- Guarantee from Absolute Energy Resources Inc. ("**AER**");
- General Security Agreement from AER;
- Assignment of Purchase Contracts from AER;
- Hypothecation and Pledge Agreement;
- Shareholder Subordination from 1468527;
- Irrevocable Proxy from 1468527;
- Stock Power of Attorney from 1468527;

- Guarantee from Absolute Environmental Waste Management Inc. ("AEWM");
- General Security Agreement from AEWM;
- Hypothecation and Pledge Agreement;
- Shareholder Subordination from 1468527;
- Irrevocable Proxy from 1468527;
- Stock Power of Attorney from 1468527;
- Guarantee from Daniel Alexander White;
- General Security Agreement from Daniel Alexander White;
- Statutory Declaration regarding leases; and
- Title Insurance Policy.

**Lot 11 Limited Partnership** hereby:

- (a) consents to the immediate enforcement by the Lender as a secured party of the security described in paragraph 2 above pursuant to Section 244(2) of the *Bankruptcy and Insolvency Act* (Canada);
- (b) consents to the secured party's (the Lender's) disposition of any or all collateral subject to the secured party's security immediately or otherwise as the secured party may determine in its sole discretion, without notice as required by the *Personal Property Security Act* (Alberta);
- (c) Consents to the secured party's (the Lender's) immediate appointment of a Receiver, or a Receiver-Manager, in accordance with the provisions of the above noted security.

---

**Lot 11 Limited Partnership**

Per: \_\_\_\_\_ c/s  
BY ITS AUTHORIZED SIGNATORY

Name:

Title:

## SCHEDULE "A"

- Commitment Letter;
- Acknowledgment re Mortgage Custodian;
- Mortgage from Lot 11 GP Ltd.;
- Assignment of Leases and Rents from Lot 11 GP;
- Copy of Caveat re Assignment of Leases and Rents;
- Specific Assignment of Lease from Lot 11 GP;
- Acknowledgment of Specific Assignment of Lease;
- Assignment of Tenant's Interest in Lease from Eco-Industrial Business Park Inc.;
- Copy of Caveat re Assignment of Tenant's Interest in Lease;
- General Security Agreement from Lot 11 GP and Lot 11 LP;
- Assignment of Material Contracts from Lot 11 GP;
- Assignment of Insurance Interest from Lot 11 GP;
- Environmental Indemnity for execution by the Borrower and all Guarantors;
- Direction and Acknowledgment;
- Hypothecation and Pledge Agreement;
- Shareholder Subordination from Symmetry Asset Management Inc. ("**Symmetry**")
- Irrevocable Proxy from Symmetry;
- Stock Power of Attorney from Symmetry;
- Hypothecation and Pledge Agreement from the Unit Holder of Lot 11 LP;
- Irrevocable Proxy from the Unit Holder;
- Stock Power of Attorney from the Unit Holder;
- Guarantee from Eco-Industrial Business Park Inc. ("**Eco**")
- Mortgage from Eco;
- Assignment of Leases and Rents from Eco;
- Specific Assignment of Leases from Eco;
- Acknowledgment of Specific Assignment of Lease;
- Assignment of Tenant's Interest in Lease from Absolute Environmental Waste Management Inc.;
- General Security Agreement from Eco;
- Assignment of Material Contracts from Eco;
- Assignment of Insurance Interest from Eco;
- Hypothecation and Pledge Agreement;
- Shareholder Subordination from 1468527 Alberta Ltd. ("**1468527**");
- Irrevocable Proxy from 1468527;
- Stock Power of Attorney from 1468527;
- Guarantee from Absolute Energy Resources Inc. ("**AER**");
- General Security Agreement from AER;
- Assignment of Purchase Contracts from AER;
- Hypothecation and Pledge Agreement;
- Shareholder Subordination from 1468527;
- Irrevocable Proxy from 1468527;
- Stock Power of Attorney from 1468527;

- Guarantee from Absolute Environmental Waste Management Inc. ("AEWM");
- General Security Agreement from AEWM;
- Hypothecation and Pledge Agreement;
- Shareholder Subordination from 1468527;
- Irrevocable Proxy from 1468527;
- Stock Power of Attorney from 1468527;
- Guarantee from Daniel Alexander White;
- General Security Agreement from Daniel Alexander White;
- Statutory Declaration regarding leases; and
- Title Insurance Policy.

**Eco-Industrial Business Park Inc.** hereby:

- (a) consents to the immediate enforcement by the Lender as a secured party of the security described in paragraph 2 above pursuant to Section 244(2) of the *Bankruptcy and Insolvency Act* (Canada);
- (b) consents to the secured party's (the Lender's) disposition of any or all collateral subject to the secured party's security immediately or otherwise as the secured party may determine in its sole discretion, without notice as required by the *Personal Property Security Act* (Alberta);
- (c) Consents to the secured party's (the Lender's) immediate appointment of a Receiver, or a Receiver-Manager, in accordance with the provisions of the above noted security.

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**Eco-Industrial Business Park Inc.**

Per: \_\_\_\_\_ c/s  
BY ITS AUTHORIZED SIGNATORY

Name:

Title:

## SCHEDULE "A"

- Commitment Letter;
- Acknowledgment re Mortgage Custodian;
- Mortgage from Lot 11 GP Ltd.;
- Assignment of Leases and Rents from Lot 11 GP;
- Copy of Caveat re Assignment of Leases and Rents;
- Specific Assignment of Lease from Lot 11 GP;
- Acknowledgment of Specific Assignment of Lease;
- Assignment of Tenant's Interest in Lease from Eco-Industrial Business Park Inc.;
- Copy of Caveat re Assignment of Tenant's Interest in Lease;
- General Security Agreement from Lot 11 GP and Lot 11 LP;
- Assignment of Material Contracts from Lot 11 GP;
- Assignment of Insurance Interest from Lot 11 GP;
- Environmental Indemnity for execution by the Borrower and all Guarantors;
- Direction and Acknowledgment;
- Hypothecation and Pledge Agreement;
- Shareholder Subordination from Symmetry Asset Management Inc. ("**Symmetry**")
- Irrevocable Proxy from Symmetry;
- Stock Power of Attorney from Symmetry;
- Hypothecation and Pledge Agreement from the Unit Holder of Lot 11 LP;
- Irrevocable Proxy from the Unit Holder;
- Stock Power of Attorney from the Unit Holder;
- Guarantee from Eco-Industrial Business Park Inc. ("**Eco**")
- Mortgage from Eco;
- Assignment of Leases and Rents from Eco;
- Specific Assignment of Leases from Eco;
- Acknowledgment of Specific Assignment of Lease;
- Assignment of Tenant's Interest in Lease from Absolute Environmental Waste Management Inc.;
- General Security Agreement from Eco;
- Assignment of Material Contracts from Eco;
- Assignment of Insurance Interest from Eco;
- Hypothecation and Pledge Agreement;
- Shareholder Subordination from 1468527 Alberta Ltd. ("**1468527**");
- Irrevocable Proxy from 1468527;
- Stock Power of Attorney from 1468527;
- Guarantee from Absolute Energy Resources Inc. ("**AER**");
- General Security Agreement from AER;
- Assignment of Purchase Contracts from AER;
- Hypothecation and Pledge Agreement;
- Shareholder Subordination from 1468527;
- Irrevocable Proxy from 1468527;
- Stock Power of Attorney from 1468527;

- Guarantee from Absolute Environmental Waste Management Inc. ("AEWM");
- General Security Agreement from AEWM;
- Hypothecation and Pledge Agreement;
- Shareholder Subordination from 1468527;
- Irrevocable Proxy from 1468527;
- Stock Power of Attorney from 1468527;
- Guarantee from Daniel Alexander White;
- General Security Agreement from Daniel Alexander White;
- Statutory Declaration regarding leases; and
- Title Insurance Policy.

**Absolute Energy Resources Inc.** hereby:

- (a) consents to the immediate enforcement by the Lender as a secured party of the security described in paragraph 2 above pursuant to Section 244(2) of the *Bankruptcy and Insolvency Act* (Canada);
- (b) consents to the secured party's (the Lender's) disposition of any or all collateral subject to the secured party's security immediately or otherwise as the secured party may determine in its sole discretion, without notice as required by the *Personal Property Security Act* (Alberta);
- (c) Consents to the secured party's (the Lender's) immediate appointment of a Receiver, or a Receiver-Manager, in accordance with the provisions of the above noted security.

---

**Absolute Energy Resources Inc.**

Per: \_\_\_\_\_ c/s  
BY ITS AUTHORIZED SIGNATORY

Name:

Title:

## SCHEDULE "A"

- Commitment Letter;
- Acknowledgment re Mortgage Custodian;
- Mortgage from Lot 11 GP Ltd.;
- Assignment of Leases and Rents from Lot 11 GP;
- Copy of Caveat re Assignment of Leases and Rents;
- Specific Assignment of Lease from Lot 11 GP;
- Acknowledgment of Specific Assignment of Lease;
- Assignment of Tenant's Interest in Lease from Eco-Industrial Business Park Inc.;
- Copy of Caveat re Assignment of Tenant's Interest in Lease;
- General Security Agreement from Lot 11 GP and Lot 11 LP;
- Assignment of Material Contracts from Lot 11 GP;
- Assignment of Insurance Interest from Lot 11 GP;
- Environmental Indemnity for execution by the Borrower and all Guarantors;
- Direction and Acknowledgment;
- Hypothecation and Pledge Agreement;
- Shareholder Subordination from Symmetry Asset Management Inc. ("**Symmetry**")
- Irrevocable Proxy from Symmetry;
- Stock Power of Attorney from Symmetry;
- Hypothecation and Pledge Agreement from the Unit Holder of Lot 11 LP;
- Irrevocable Proxy from the Unit Holder;
- Stock Power of Attorney from the Unit Holder;
- Guarantee from Eco-Industrial Business Park Inc. ("**Eco**")
- Mortgage from Eco;
- Assignment of Leases and Rents from Eco;
- Specific Assignment of Leases from Eco;
- Acknowledgment of Specific Assignment of Lease;
- Assignment of Tenant's Interest in Lease from Absolute Environmental Waste Management Inc.;
- General Security Agreement from Eco;
- Assignment of Material Contracts from Eco;
- Assignment of Insurance Interest from Eco;
- Hypothecation and Pledge Agreement;
- Shareholder Subordination from 1468527 Alberta Ltd. ("**1468527**");
- Irrevocable Proxy from 1468527;
- Stock Power of Attorney from 1468527;
- Guarantee from Absolute Energy Resources Inc. ("**AER**");
- General Security Agreement from AER;
- Assignment of Purchase Contracts from AER;
- Hypothecation and Pledge Agreement;
- Shareholder Subordination from 1468527;
- Irrevocable Proxy from 1468527;
- Stock Power of Attorney from 1468527;

- Guarantee from Absolute Environmental Waste Management Inc. ("AEWM");
- General Security Agreement from AEWM;
- Hypothecation and Pledge Agreement;
- Shareholder Subordination from 1468527;
- Irrevocable Proxy from 1468527;
- Stock Power of Attorney from 1468527;
- Guarantee from Daniel Alexander White;
- General Security Agreement from Daniel Alexander White;
- Statutory Declaration regarding leases; and
- Title Insurance Policy.

**Absolute Environmental Waste Management Inc. hereby:**

- (a) consents to the immediate enforcement by the Lender as a secured party of the security described in paragraph 2 above pursuant to Section 244(2) of the *Bankruptcy and Insolvency Act* (Canada);
- (b) consents to the secured party's (the Lender's) disposition of any or all collateral subject to the secured party's security immediately or otherwise as the secured party may determine in its sole discretion, without notice as required by the *Personal Property Security Act* (Alberta);
- (c) Consents to the secured party's (the Lender's) immediate appointment of a Receiver, or a Receiver-Manager, in accordance with the provisions of the above noted security.

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**Absolute Environmental Waste Management Inc.**

Per: \_\_\_\_\_ c/s  
BY ITS AUTHORIZED SIGNATORY

Name:

Title:

## SCHEDULE "A"

- Commitment Letter;
- Acknowledgment re Mortgage Custodian;
- Mortgage from Lot 11 GP Ltd.;
- Assignment of Leases and Rents from Lot 11 GP;
- Copy of Caveat re Assignment of Leases and Rents;
- Specific Assignment of Lease from Lot 11 GP;
- Acknowledgment of Specific Assignment of Lease;
- Assignment of Tenant's Interest in Lease from Eco-Industrial Business Park Inc.;
- Copy of Caveat re Assignment of Tenant's Interest in Lease;
- General Security Agreement from Lot 11 GP and Lot 11 LP;
- Assignment of Material Contracts from Lot 11 GP;
- Assignment of Insurance Interest from Lot 11 GP;
- Environmental Indemnity for execution by the Borrower and all Guarantors;
- Direction and Acknowledgment;
- Hypothecation and Pledge Agreement;
- Shareholder Subordination from Symmetry Asset Management Inc. ("**Symmetry**")
- Irrevocable Proxy from Symmetry;
- Stock Power of Attorney from Symmetry;
- Hypothecation and Pledge Agreement from the Unit Holder of Lot 11 LP;
- Irrevocable Proxy from the Unit Holder;
- Stock Power of Attorney from the Unit Holder;
- Guarantee from Eco-Industrial Business Park Inc. ("**Eco**")
- Mortgage from Eco;
- Assignment of Leases and Rents from Eco;
- Specific Assignment of Leases from Eco;
- Acknowledgment of Specific Assignment of Lease;
- Assignment of Tenant's Interest in Lease from Absolute Environmental Waste Management Inc.;
- General Security Agreement from Eco;
- Assignment of Material Contracts from Eco;
- Assignment of Insurance Interest from Eco;
- Hypothecation and Pledge Agreement;
- Shareholder Subordination from 1468527 Alberta Ltd. ("**1468527**");
- Irrevocable Proxy from 1468527;
- Stock Power of Attorney from 1468527;
- Guarantee from Absolute Energy Resources Inc. ("**AER**");
- General Security Agreement from AER;
- Assignment of Purchase Contracts from AER;
- Hypothecation and Pledge Agreement;
- Shareholder Subordination from 1468527;
- Irrevocable Proxy from 1468527;
- Stock Power of Attorney from 1468527;

- Guarantee from Absolute Environmental Waste Management Inc. ("AEWM");
- General Security Agreement from AEWM;
- Hypothecation and Pledge Agreement;
- Shareholder Subordination from 1468527;
- Irrevocable Proxy from 1468527;
- Stock Power of Attorney from 1468527;
- Guarantee from Daniel Alexander White;
- General Security Agreement from Daniel Alexander White;
- Statutory Declaration regarding leases; and
- Title Insurance Policy.

Daniel Alexander White hereby:

- (a) consents to the immediate enforcement by the Lender as a secured party of the security described in paragraph 2 above pursuant to Section 244(2) of the *Bankruptcy and Insolvency Act* (Canada);
- (b) consents to the secured party's (the Lender's) disposition of any or all collateral subject to the secured party's security immediately or otherwise as the secured party may determine in its sole discretion, without notice as required by the *Personal Property Security Act* (Alberta);
- (c) Consents to the secured party's (the Lender's) immediate appointment of a Receiver, or a Receiver-Manager, in accordance with the provisions of the above noted security.

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Daniel Alexander White

Per: \_\_\_\_\_ c/s  
BY ITS AUTHORIZED SIGNATORY

Name:

Title:

## SCHEDULE "A"

- Commitment Letter;
- Acknowledgment re Mortgage Custodian;
- Mortgage from Lot 11 GP Ltd.;
- Assignment of Leases and Rents from Lot 11 GP;
- Copy of Caveat re Assignment of Leases and Rents;
- Specific Assignment of Lease from Lot 11 GP;
- Acknowledgment of Specific Assignment of Lease;
- Assignment of Tenant's Interest in Lease from Eco-Industrial Business Park Inc.;
- Copy of Caveat re Assignment of Tenant's Interest in Lease;
- General Security Agreement from Lot 11 GP and Lot 11 LP;
- Assignment of Material Contracts from Lot 11 GP;
- Assignment of Insurance Interest from Lot 11 GP;
- Environmental Indemnity for execution by the Borrower and all Guarantors;
- Direction and Acknowledgment;
- Hypothecation and Pledge Agreement;
- Shareholder Subordination from Symmetry Asset Management Inc. ("**Symmetry**")
- Irrevocable Proxy from Symmetry;
- Stock Power of Attorney from Symmetry;
- Hypothecation and Pledge Agreement from the Unit Holder of Lot 11 LP;
- Irrevocable Proxy from the Unit Holder;
- Stock Power of Attorney from the Unit Holder;
- Guarantee from Eco-Industrial Business Park Inc. ("**Eco**")
- Mortgage from Eco;
- Assignment of Leases and Rents from Eco;
- Specific Assignment of Leases from Eco;
- Acknowledgment of Specific Assignment of Lease;
- Assignment of Tenant's Interest in Lease from Absolute Environmental Waste Management Inc.;
- General Security Agreement from Eco;
- Assignment of Material Contracts from Eco;
- Assignment of Insurance Interest from Eco;
- Hypothecation and Pledge Agreement;
- Shareholder Subordination from 1468527 Alberta Ltd. ("**1468527**");
- Irrevocable Proxy from 1468527;
- Stock Power of Attorney from 1468527;
- Guarantee from Absolute Energy Resources Inc. ("**AER**");
- General Security Agreement from AER;
- Assignment of Purchase Contracts from AER;
- Hypothecation and Pledge Agreement;
- Shareholder Subordination from 1468527;
- Irrevocable Proxy from 1468527;
- Stock Power of Attorney from 1468527;

- Guarantee from Absolute Environmental Waste Management Inc. (“**AEWM**”);
- General Security Agreement from AEWM;
- Hypothecation and Pledge Agreement;
- Shareholder Subordination from 1468527;
- Irrevocable Proxy from 1468527;
- Stock Power of Attorney from 1468527;
- Guarantee from Daniel Alexander White;
- General Security Agreement from Daniel Alexander White;
- Statutory Declaration regarding leases; and
- Title Insurance Policy.