

COURT FILE NUMBER

COURT

COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE

EDMONTON

PLAINTIFF

SERVUS CREDIT UNION LTD.

DEFENDANTS

CHATEAU INN LTD., BECA INTERNATIONAL LTD., ALBERT DAVID MESSIER, THE ESTATE OF ALBERT DAVID MESSIER, and JOHN or JANE DOE as the Litigation Representative of THE ESTATE OF ALBERT DAVID MESSIER, deceased

Clerk's Stamp

DOCUMENT

AFFIDAVIT

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

MILLER THOMSON LLP
Barristers and Solicitors
2700, Commerce Place
10155-102 Street
Edmonton, AB, Canada T5J 4G8
Phone: 780.429.1751 Fax: 780.424.5866

Lawyer's Name: Spencer Norris
Lawyer's Email: snorris@millerthomson.com
File No.: 0138667.0314

AFFIDAVIT OF ED CHRISTENSON

Sworn on April 13, 2023

I, Ed Christenson, of the Hamlet of Sherwood Park, in the Province of Alberta, SWEAR AND SAY THAT:

1. I am a Senior Relationship Manager of Special Loans with Servus Credit Union Ltd. ("**Servus**"), and as such, have personal knowledge of the facts and matters herein deposed except where stated to be based upon information and belief, and where so stated I verily believe the same to be true.
2. I have reviewed the business records maintained by Servus in respect of the matters at issue, which I verily believe were made in the ordinary and usual course of business, and where I do not have direct personal knowledge of matters deposed herein, my knowledge is derived from my review of the business records of Servus, relevant copies of which are attached to this my Affidavit.
3. I am authorized to make this Affidavit on behalf of Servus.

BACKGROUND

4. The Defendant, Chateau Inn Ltd. ("**Chateau Inn**") is a corporation incorporated pursuant to the laws of Alberta. Attached hereto as **Exhibit "A"** is a true copy of an Alberta Corporate Registry search of Chateau Inn.

5. Chateau Inn owns and operates a hotel operating as "Best Western Plus Chateau Inn Sylvan Lake" in the town of Sylvan Lake located at 5027 Lakeshore Dr, Sylvan Lake, Alberta (the "Hotel") on the lands legally described as:

PLAN 5569KS
BLOCK A
LOTS 7 TO 9 INCLUSIVE
EXCEPTING THEREOUT ALL MINES AND MINERALS

("Chateau Inn Lands")

6. Attached hereto as **Exhibit "B"** is a true copies of land title certificates of Chateau Inn Lands as at April 6, 2023.
7. The Defendant, Beca International Ltd. ("**Beca**"), is a corporation incorporated pursuant to the laws of Alberta. Attached hereto as **Exhibit "C"** is a true copy of an Alberta Corporate Registry search of Beca.
8. Beca is the amalgamated corporation of Bear Development Corp. and Beca International Ltd. which amalgamated on or around January 31, 2019.
9. According to the Alberta Corporate Registry, Beca (formerly Bear Development Corp.) owns a 95% shareholder interest in Chateau Inn. The remaining 5% is owned by a third party corporation, 1123755 Alberta Ltd.
10. The Defendant, Albert Messier ("**Messier**"), passed away on or around February 10, 2023. I am not aware of any grant of probate with respect to Messier's estate.
11. Prior to his passing, Messier was a director and shareholder of Beca and a director of Chateau Inn.

THE CREDIT FACILITIES OF CHATEAU INN LTD.

12. On the application of Chateau Inn, Servus agreed to extend to Chateau Inn:

- (a) a demand mortgage facility in the amount of \$7,475,000;
 - (b) an authorized overdraft facility in the amount of \$50,000;
 - (c) a Canadian Emergency Business Act ("**CEBA**") loan in the amount of \$60,000; and
 - (d) a Highly Affected Sectors Credit Availability Program ("**HASCAP**") loan in the amount of \$250,000;
- (collectively, the "**Credit Facilities**")

the terms of which are set out in the following documents:

- (e) the Credit Facility Letter dated June 15, 2020, a true copy of which is attached hereto as **Exhibit "D"**;
- (f) the Credit Facility Letter Amendment, dated February 23, 2021, a true copy of which is attached hereto as **Exhibit "E"**;
- (g) the Credit Facility Letter Amendment, dated May 25, 2021, a true copy of which is attached hereto as **Exhibit "F"**;
- (h) the Credit Facility Letter Amendment, dated September 29, 2021, a true copy of which is attached hereto as **Exhibit "G"**; and

- (i) the Authorized Overdraft Agreement, dated April 26, 2019, a true copy of which is attached hereto as **Exhibit "H"**.

(collectively, the "**Facility Documents**")

GUARANTEES GRANTED BY THE DEFENDANTS

13. To secure all indebtedness owed by Chateau Inn to Servus, including the Credit Facilities, Beca executed a Guarantee and Postponement (Unlimited) dated May 5, 2017 in favour of Servus with respect to the indebtedness and obligations of Chateau Inn owing to Servus, plus interest thereon from the date of demand for payment at the rate agreed to by Chateau Inn, plus costs, including legal costs incurred by Servus in enforcing and obtaining payment under the guarantee, including the enforcement of any security held by Servus, on a solicitor and his own client indemnity basis (the "**Beca Guarantee**").
14. Attached hereto as **Exhibit "I"** is a true copy of the Beca Guarantee.
15. To further secure all indebtedness owed by Chateau Inn to Servus, including the Credit Facilities, Messier executed a Guarantee and Postponement (Limited) dated February 11, 2015 in favour of Servus with respect to the indebtedness and obligations of Chateau Inn owing to Servus, in the limited principal amount of \$3,900,000, plus interest thereon from the date of demand for payment at the rate agreed to by Chateau Inn, plus costs, including legal costs incurred by Servus in enforcing and obtaining payment under the Guarantee, including the enforcement of any security held by Servus, on a solicitor and his own client indemnity basis (the "**Messier Guarantee**").
16. Attached hereto as **Exhibit "J"** is a true copy of the Messier Guarantee.

SECURITY GRANTED BY DEFENDANTS

17. To secure due payment and discharge of all present and future indebtedness and liabilities of Chateau Inn to Servus, Chateau Inn granted or caused to be granted in favour of Servus a General Security Agreement dated February 11, 2015 granting Servus a security interest in all present and after-acquired property of Chateau Inn (the "**Chateau Inn GSA**").
18. Attached hereto as **Exhibit "K"** is a true copy of the Chateau Inn GSA.
19. The Chateau Inn GSA was registered at the Alberta Personal Property Registry on January 27, 2015 as Registration No. 15012724980.
20. Attached hereto as **Exhibit "L"** is a true copy of a search of Chateau Inn at the Alberta Personal Property Registry on March 13, 2023.
21. Further, by a collateral Mortgage made under the *Land Titles Act*, dated February 11, 2015, and registered at the Land Titles Office under Registration No. 152 056 054, Chateau Inn mortgaged to Servus as mortgagee the Chateau Inn Lands as continuing collateral security for the payment of all present and future indebtedness and liabilities of Chateau Inn to Servus, including the Credit Facilities, in the principal amount of \$12,000,000, plus interest accruing thereon at a rate of Servus's prime lending rate, from time to time, plus 10.00% per annum, calculated on a daily basis and payable monthly, following demand, default, judgment or any with interest calculated and payable on overdue interest (the "**Original Chateau Inn Mortgage**").
22. Attached hereto as **Exhibit "M"** is a true copy of the Original Chateau Inn Mortgage.
23. Attached hereto as **Exhibit "N"** is a true copy of Servus's Standard Form Mortgage Terms applicable to the Original Chateau Inn Mortgage and registered at the Land Titles Office as Instrument 142 064 607.
24. On April 20, 2015, Chateau Inn Ltd. executed a Mortgage Amendment Agreement reducing the principal amount of the Original Chateau Inn Mortgage from \$12,000,000 to \$7,475,000 (the "**Mortgage Amendment**").

Agreement” and, collectively, with the Original Chateau Inn Mortgage, the “**Chateau Inn Mortgage**”) registered at the Land Titles Office as Instrument 152 124 030.

25. Attached hereto as **Exhibit “O”** is a true copy of the Mortgage Amendment Agreement.
26. As further security, Chateau Inn granted in favour of Servus a General Assignment of Leases and Rents dated February 11, 2015 with respect to the Chateau Lands, which has been registered against the Chateau Inn Lands at the Land Titles Office as Instrument 152 056 055.
27. Attached hereto as **Exhibit “P”** is a true copy of the General Assignment of Leases and Rents.
28. As further security, Chateau Inn, Bear Development Corp. (now Beca), and Messier executed an Environmental Indemnity Agreement dated February 11, 2015 in favour of Servus with respect to Chateau Inn Lands.
29. Attached hereto as **Exhibit “Q”** is a true copy of the Environmental Indemnity Agreement.
30. As further security, Bear Development Corp. (now Beca) executed in favour of Servus an Assignment and Postponement dated February 11, 2015 granting a security interest to Servus in all and every indebtedness and liability, present and future, direct and indirect, absolute and contingent of Chateau Inn to Bear Development Corp.
31. Attached hereto as **Exhibit “R”** is a true copy of the Assignment and Postponement executed by Bear Development Corp. in favour of Servus.
32. Attached hereto as **Exhibit “S”** is a true copy of a search of Beca at the Alberta Personal Property Registry on March 13, 2023.
33. As further security, Messier executed in favour of Servus an Assignment and Postponement dated February 11, 2015 granting a security interest to Servus in all and every indebtedness and liability, present and future, direct and indirect, absolute and contingent of Chateau Inn to Messier.
34. Attached hereto as **Exhibit “T”** is a true copy of the Assignment of Postponement executed by Messier in favour of Servus.
35. Attached hereto as **Exhibit “U”** is a true copy of a search of Messier at the Alberta Personal Property Registry on March 13, 2023.

THE INDEBTEDNESS OF CHATEAU INN LTD

36. As at April 4, 2023, there is outstanding under the Credit Facilities, plus further amounts owed in respect of costs and expenses incurred by Servus including legal costs on a solicitor and own client full indemnity basis, plus further accruing interest thereon, the amounts as follows:

Description	Principal	Accrued Interest	Total	Per Diem
Demand Mortgage Facility	\$6,500,125.24	\$127,671.54	\$6,627,796.78	\$1,503.04
CEBA Loan	\$60,000.00	\$ -	\$60,000.00	
HASCAP Loan	\$224,398.23	\$73.78	\$224,472.01	\$24.59
Authorized Overdraft Facility	\$39,463.53	\$ -	\$39,463.53	
Total	\$6,823,987.00	\$127,745.32	\$6,951,732.32	\$1,527.63

Total, plus further interest, costs, charges and expenses, including legal fees on a solicitor and own client full indemnity basis (the "Indebtedness"): **\$6,951,732.32**

DEFAULT AND DEMAND


37. Chateau Inn is in default of the Facility Documents by, among other things, failing to make payments to the Credit Facilities in accordance with the Facility Documents (delinquent by 53 days as at April 4, 2023) (the "Default").
38. On March 6, 2023, Servus issued a Letter of Default to Chateau Inn (the "Letter of Default"). Attached hereto as Exhibit "V" is a true copy of the Letter of Default.
39. Chateau Inn failed to remedy the Default.
40. I am advised by Servus's counsel that on or around March 21, 2023, Servus, through its legal counsel, demanded payment of the Indebtedness, from the Defendants, and served on Chateau Inn a Notice of Intention to Enforce Security pursuant to s. 244 of the *Bankruptcy and Insolvency Act* (the "Demand and Notices").
41. Attached hereto as Exhibit "W" are true copies of the Demands and Notices.
42. To date, the Indebtedness has remained outstanding.

FINANCIAL TROUBLES OF CHATEAU INN

43. Chateau Inn and the Hotel have suffered from financial issues over the preceding years.
44. Beginning in or around 2014, Chateau Inn could no longer make blended principal and interest payments year round. Servus permitted Chateau Inn to only make interest payment during the winter months (November to April), the slow months of the Hotel.
45. Chateau Inn has been experiencing losses for several years now. Most recently, Chateau Inn experienced net losses of \$813,611, \$785,775, \$752,182, and \$525,183 in 2019, 2020, 2021, and 2022, respectively. Shareholders' Deficiency has increased from \$4,967,622 in 2019 to \$7,048,036 in 2022.
46. Attached hereto as Exhibit "X" is a true copy of Chateau Inn's unaudited Financial Statements for the year ending September 30, 2020.
47. Attached hereto as Exhibit "Y" is a true copy of Chateau Inn's unaudited Financial Statements for the year ending September 30, 2021.

48. Attached hereto as **Exhibit "Z"** is a true copy of Chateau Inn's unaudited Financial Statements for the year ending September 30, 2022.
49. The Hotel has been able continue operations primarily through the support of loans from related parties. Amounts owed by Chateau Inn to Beca have increased from \$5,619,356 in 2019 to \$6,907,478 in 2022.
50. In addition to the Indebtedness, Chateau Inn is indebted to Agriculture Financial Services Corporation, which, as provided in the 2022 Financial Statements, was \$609,203 as at September 30, 2022.
51. To exacerbate Chateau Inn's inability to turn its business around, on February 10, 2023, Messier, the operating mind of Chateau Inn passed away.
52. On or around March 1, 2023, Andrew LeBlanc of Servus met with Carolyn Messier, wife of Messier, who has taken over Messier's role with Chateau Inn as well the Operations Manager of the Hotel. I am advised by Mr. LeBlanc that Ms. Messier advised that no further funds will be injected into Chateau Inn to cover payments to Servus and that Chateau Inn was behind on its bills. The Operations Manager further advised Mr. LeBlanc that Chateau Inn will be about \$25,000 short to continue operations to May of 2023. However, Servus is unwilling to advance further funds to Hotel given its current and past performance.
53. I am advised by Mr. LeBlanc that Chateau Inn has attempted to sell the hotel over the past approximate two years without avail.
54. Given the financial state of Chateau Inn, I do verily believe that it is unlikely that Chateau Inn will be able to obtain short term financing for a third party to continue operations.
55. Based on the foregoing, Servus believes Chateau Inn and its stakeholders will benefit from an orderly sales process conducted by a Court-appointed Receiver to sell the Hotel. A sales process conducted by a Court-appointed Receiver would maximize the realization of the Hotel for the benefit of all stakeholders.
56. Further, the granting of a Receivership Order ensures access to funding to pay the preservation costs of the Hotel until it can be sold.
57. I do verily believe that it is just and convenient to appoint a receiver over Chateau Inn and Hotel.
58. I am advised by Servus's counsel that MNP Ltd. has consented to act as receiver and manager of Chateau Inn. Attached hereto as **Exhibit AA** is a true copy of the Consent to Act executed by MNP Ltd.
59. I swear this affidavit in support of an application for the appointment of MNP Ltd. as Receiver-Manager of Chateau Inn.

SWORN BEFORE ME at the Hamlet of Sherwood
Park, Alberta, this 13th day of April, 2023.


Commissioner for Oaths in and for the Province of
Alberta

SPENCER NORRIS
BARRISTER & SOLICITOR


ED CHRISTENSON

This is **Exhibit "A"** referred to in the Affidavit of Ed Christenson,
sworn before me this 13th day of April, 2023



A Commissioner for Oaths in and for Alberta

SPENCER NORRIS
BARRISTER & SOLICITOR

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

Date of Search: 2021/12/20
 Time of Search: 03:22 PM
 Search provided by: SERVUS CREDIT UNION LTD. - LLOYDMINSTER
 Service Request Number: 36734191
 Customer Reference Number:

Corporate Access Number: 2015212943
Business Number: 819934654
Legal Entity Name: CHATEAU INN LTD.

Legal Entity Status: Active
Alberta Corporation Type: Named Alberta Corporation
Registration Date: 2010/03/02 YYYY/MM/DD

Registered Office:

Street: #1, 5100 LAKESHORE DRIVE
City: SYLVAN LAKE
Province: ALBERTA
Postal Code: T4S2L7

Email Address: SUEF@BECA.CA

Directors:

Last Name: MCCOLMAN
First Name: ERNIE
Street/Box Number: 3651 - 99 STREET
City: EDMONTON
Province: ALBERTA
Postal Code: T6E6K5

Last Name: MESSIER
First Name: BERT
Street/Box Number: #1, 5100 LAKESHORE DRIVE
City: SYLVAN LAKE

Province: ALBERTA
Postal Code: T4S2L7

Voting Shareholders:

Legal Entity Name: 1123755 ALBERTA LTD.
Corporate Access Number: 2011237555
Street: 3651 99 ST E
City: EDMONTON
Province: ALBERTA
Postal Code: T6E6A5
Percent Of Voting Shares: 5

Legal Entity Name: BEAR DEVELOPMENT CORP.
Corporate Access Number: 208218198
Street: #1, 5100 LAKESHORE DRIVE
City: SYLVAN LAKE
Province: ALBERTA
Postal Code: T4S2L7
Percent Of Voting Shares: 95

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: SEE SCHEDULE 'A' ATTACHED
Share Transfers Restrictions: SEE SCHEDULE 'B' ATTACHED
Min Number Of Directors: 1
Max Number Of Directors: 15
Business Restricted To: NONE
Business Restricted From: NONE
Other Provisions: SEE SCHEDULE 'C' ATTACHED

Other Information:

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)

2021|2021/02/17

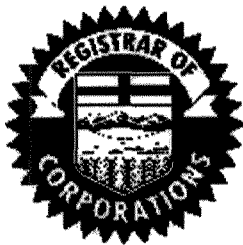
Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2010/03/02	Incorporate Alberta Corporation
2010/03/11	Change Address
2012/10/29	Change Director / Shareholder
2020/02/20	Update BN
2021/02/17	Enter Annual Returns for Alberta and Extra-Provincial Corp.

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2010/03/02
Restrictions on Share Transfers	ELECTRONIC	2010/03/02
Other Rules or Provisions	ELECTRONIC	2010/03/02

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



This is **Exhibit "B"** referred to in the Affidavit of Ed Christenson,
sworn before me this 13 day of April, 2023



A Commissioner for Oaths in and for Alberta

**SPENCER NORRIS
BARRISTER & SOLICITOR**



LAND TITLE CERTIFICATE

S			
LINC	SHORT LEGAL	TITLE NUMBER	
0012 533 833	5569KS;A;7	102 190 713	
0012 533 841	5569KS;A;8		
0012 609 780	5569KS;A;9		

LEGAL DESCRIPTION
 PLAN 5569KS
 BLOCK A
 LOTS 7 TO 9 INCLUSIVE
 EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
 ATS REFERENCE: 5;1;38;32;SE

MUNICIPALITY: TOWN OF SYLVAN LAKE

REFERENCE NUMBER: 102 060 380

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION

102 190 713	03/06/2010	TRANSFER OF LAND	\$1,800,000	\$1,800,000

OWNERS

CHATEAU INN LTD.
 OF 1, 5100 LAKESHORE DRIVE
 SYLVAN LAKE
 ALBERTA T4S 2L7

 ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION	DATE (D/M/Y)	PARTICULARS
NUMBER		

102 128 176	20/04/2010	CAVEAT RE : ENCROACHMENT AGREEMENT PURSUANT TO MUNICIPAL GOVERNMENT ACT CAVEATOR - THE TOWN OF SYLVAN LAKE. 4926-50 AVE SYLVAN LAKE ALBERTA T4S1A1

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
102 190 713

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

AGENT - KEITH R LAMB

112 083 904 25/03/2011 CAVEAT
RE : RIGHT OF WAY AGREEMENT
CAVEATOR - FORTISALBERTA INC.
700, 801 - 7 AVE SW
CALGARY
ALBERTA T2P3P7
AGENT - MARK HAMEISTER
AFFECTED LAND: 5569KS;A;9

112 399 101 09/12/2011 CAVEAT
RE : ENCROACHMENT AGREEMENT PURSUANT TO MUNICIPAL
GOVERNMENT ACT
CAVEATOR - THE TOWN OF SYLVAN LAKE.
4926-50 AVE
SYLVAN LAKE
ALBERTA T4S1A1

132 140 466 16/05/2013 CAVEAT
RE : LEASE INTEREST
CAVEATOR - TM MOBILE INC.
C/O TELUS
200 CONSILIUM PLACE SUITE 1600
SCARBOROUGH
ONTARIO M1H3J3

152 056 054 18/02/2015 MORTGAGE
MORTGAGEE - SERVUS CREDIT UNION LTD.
151 KARL CLARK RD NW
EDMONTON
ALBERTA T6N1H5
ORIGINAL PRINCIPAL AMOUNT: \$12,000,000

152 056 055 18/02/2015 CAVEAT
RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - SERVUS CREDIT UNION LTD.
151 KARL CLARK RD NW
EDMONTON
ALBERTA T6N1H5
AGENT - EVAN C HARDY

152 124 030 27/04/2015 CAVEAT
RE : AMENDING AGREEMENT
CAVEATOR - SERVUS CREDIT UNION LTD.
151 KARL CLARK ROAD NW
EDMONTON
ALBERTA T6N1H5
AGENT - EVAN C HARDY

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3
102 190 713

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

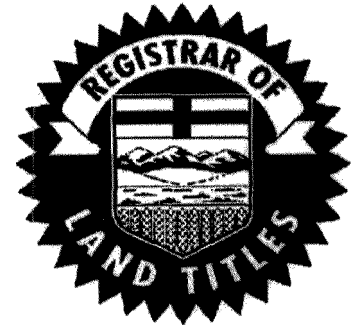
152 131 003 05/05/2015 MORTGAGE
MORTGAGEE - AGRICULTURE FINANCIAL SERVICES
CORPORATION.
4910-52 ST
CAMROSE
ALBERTA T4V2V4
ORIGINAL PRINCIPAL AMOUNT: \$800,000

TOTAL INSTRUMENTS: 008

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 8 DAY OF MARCH,
2023 AT 10:08 A.M.

ORDER NUMBER: 46667529

CUSTOMER FILE NUMBER:



END OF CERTIFICATE

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

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

This is **Exhibit "C"** referred to in the Affidavit of Ed Christenson,
sworn before me this 13th day of April, 2023

A handwritten signature in black ink, appearing to read 'Spencer Norris', is written over a horizontal line.

A Commissioner for Oaths in and for Alberta

**SPENCER NORRIS
BARRISTER & SOLICITOR**

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

Date of Search: 2021/12/20
Time of Search: 03:55 PM
Search provided by: SERVUS CREDIT UNION LTD. - LLOYDMINSTER
Service Request Number: 36734718
Customer Reference Number:

Corporate Access Number: 2021698267
Business Number: 100446921
Legal Entity Name: BECA INTERNATIONAL LTD.

Legal Entity Status: Active
Alberta Corporation Type: Named Alberta Corporation
Method of Registration: Amalgamation
Registration Date: 2019/01/31 YYYY/MM/DD

Registered Office:

Street: #1, 5100 LAKESHORE DRIVE
City: SYLVAN LAKE
Province: ALBERTA
Postal Code: T4S2L7

Email Address: KIN@BECA.CA

Directors:

Last Name: MESSIER
First Name: ALBERT
Middle Name: D.
Street/Box Number: 1, 5100 LAKESHORE DRIVE
City: SYLVAN LAKE
Province: ALBERTA
Postal Code: T4S2L7

Voting Shareholders:

Last Name: MESSIER
First Name: ALBERT
Middle Name: D
Street: #105 5100 LAKESHORE DRIVE
City: SYLVAN LAKE
Province: ALBERTA
Postal Code: T4S2L7
Percent Of Voting Shares: 100

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: SEE SCHEDULE 'A' ATTACHED
Share Transfers Restrictions: SEE SCHEDULE 'B' ATTACHED
Min Number Of Directors: 1
Max Number Of Directors: 15
Business Restricted To: NONE
Business Restricted From: NONE
Other Provisions: SEE SCHEDULE 'C' ATTACHED

Holding Shares In:

Legal Entity Name
PIRATE'S COVE LTD.

Other Information:

Amalgamation Predecessors:

Corporate Access Number	Legal Entity Name
208218198	BEAR DEVELOPMENT CORP.
203788468	BECA INTERNATIONAL LTD.

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2020	2020/01/02

Outstanding Returns:

Annual returns are outstanding for the 2021 file year(s).

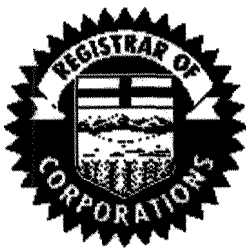
Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2019/01/31	Amalgamate Alberta Corporation
2020/01/02	Enter Annual Returns for Alberta and Extra-Provincial Corp.
2020/02/23	Update BN

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Statutory Declaration	10000307130124658	2019/01/31
Share Structure	ELECTRONIC	2019/01/31
Restrictions on Share Transfers	ELECTRONIC	2019/01/31
Other Rules or Provisions	ELECTRONIC	2019/01/31

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



This is **Exhibit "D"** referred to in the Affidavit of Ed Christenson,
sworn before me this 13 day of April, 2023



A Commissioner for Oaths in and for Alberta

**SPENCER NORRIS
BARRISTER & SOLICITOR**



June 15, 2020

Private & Confidential

Credit Facility Letter to:
Chateau Inn Ltd.
Attention: Bert Messier
5027 Lakeshore Drive
Sylvan Lake, Alberta T4S 1R3
T: 403-887-7788

Provided by:
Servus Credit Union Ltd
C/O: John McLellan
4415 50 Street
Innisfail, Alberta T4G 1P3
T: 403-227-7460 Ext. 23176
E: john.mclellan@servus.ca
W: Servus.ca

Dear Sir:

We are pleased to confirm that Servus Credit Union Ltd. (the "Credit Union") has authorized the following credit facilities in the name of Chateau Inn Ltd. subject to the following terms and conditions as well as those Standard Credit Terms and Conditions in Schedule "A" attached to and forming part of this Credit Facility Letter.

Revised Credit Facilities:

1. \$6,584,173.92 (approx.) Mortgage Facility #12032124-1

Interest Rate: An annual rate of interest of 6.60%, fixed, calculated daily and payable monthly in arrears.

Repayment Terms: Repayable with interest instalments on the principal balance outstanding from time to time based on a fixed rate of interest of 6.60% per annum, calculated daily and payable monthly commencing June 10, 2020, for a term of 4 months with a Term expiring on September 10, 2020, remaining amortization over a 24 years period.

Prepayment Privileges: See Schedule "A" – Standard Terms and Conditions, Prepayment Privileges, Fixed Interest Rate

Existing Credit Facilities:

1. \$50,000.00 Authorized Overdraft Facility #12032124 –Cheq 0

Purpose: Revolving operating facility

Interest Rate: An annual rate of interest equal to the Credit Union's Prime Lending Rate plus 3.95%, floating, calculated daily and payable monthly in arrears.

Repayment Terms: Revolving; interest payable monthly.

Prepayment Privileges: See Schedule "A" – Standard Terms and Conditions, Prepayment Privileges, Open Prepayment

INTEREST RATES:

Amounts advanced by the Credit Union to the Borrower will bear interest while outstanding, before and after maturity, default and judgment at the rates stated above.

The "Prime Lending Rate" referred to above shall mean the floating annual rate of interest established and recorded as such from time to time by the Credit Union as its reference rate for determining rates of interest it will charge for loans denominated in Canadian Dollars and commonly called the Credit Union's Prime Lending Rate, adjusted automatically upon any change by the Credit Union. The Credit Union's Prime Lending Rate is 2.45% per annum as at the date of this Credit Facility Letter.





REPAYMENT TERMS:

The Borrower shall repay all loans on demand. Prior to demand by the Credit Union, loans shall be repayable as stated above.

PLEASE NOTE: The Credit Union advises that with respect to any loans for which a term repayment schedule is provided that upon maturity all such loans will bear interest from the maturity date forward until paid at the Credit Union's prime lending rate from time to time plus 5.00% per annum unless otherwise agreed to between the Borrower and the Credit Union.

GENERAL FEES:

At the time of this Credit Facility Letter, the Credit Union's fees are as stated throughout this Credit Facility Letter (subject to Schedule "A", Acceptance, Advances, Payments, Expenses, Fees and Consents, (5) Change in Fees).

1. An Account Review Fee of \$750.00 will be due and payable annually by the Borrower after completion of our Account Review.
2. An appropriate fee as determined by the Credit Union will be payable for any modifications of the credit application as initiated by the borrower which require a formal Amendment For Authorized Loans to be prepared.
3. A late reporting fee for annual reporting requirements of \$150.00 is due and payable by the Borrower at the end of the month in which the reporting due date occurs and will continue monthly until the reporting requirements are met.

FEES RELATED TO SPECIFIC CREDIT FACILITIES:

The facility reference number below refers to the sub number of the credit facility.

Authorized Overdraft Facility #12032124-Cheq 0:

1. A monthly standby and utilization fee of \$10.000 is due and payable by the Borrower at month end.

For Other Specific Credit Facilities:

1. A monthly CAFT fee of \$40.00 is due and payable by the Borrower at month end.

REPORTING REQUIREMENTS:

1. Quarterly, within 30 days of MONTH, MONTH, MONTH & MONTH month end:
 - a. Signed or electronically submitted in-house year-to-date Financial Statement including Balance Sheet and Profit and Loss Statement.
 - b. Summary of vital operating statistics including Rooms, Room nights, Occupancy, Average Daily Rate (ADR) and Revenue Per Available Room (RevPAR) signed by the owner or manager attesting to their accuracy.
2. Annually, within 120 days of the Borrower's fiscal year end:
 - a. Minimum Review Engagement financial statements, prepared by a qualified external accountant satisfactory to the Credit Union and signed by a company director of the borrower, are to be provided
 - b. Minimum Notice To Reader financial statements, prepared by a qualified external accountant satisfactory to the Credit Union and signed by a company director of the following related/guarantor companies, are to be provided

- Bear Developments Corp.



- Beca International Ltd.
 - c. Evidence that the property taxes are paid in full and / or confirmation that the borrower is set up on a monthly electronic payment schedule.
 - d. Confirmation of renewal of all required insurance policies.
 - e. Proof of payment of Hotel Tax and GST.
3. Biennially or sooner
- a. Signed and dated personal net worth statements on approved Servus Credit Union form, to be supplied by all personal guarantors.
4. Periodically, as requested:
- a. Such information as the Credit Union may request from time to time.

RESTRICTIVE COVENANTS:

1. Shareholder's remuneration, in any form, is to be limited to no more than \$0.00 on an annual basis. Upon an account review considered satisfactory at the sole discretion of the Credit Union, this restriction may be lifted, or amended, provided the Debt Service Coverage Ratio, Debt/ Equity Ratio and Current Ratio remain within the stipulated covenants as stated above.

INSURANCE REQUIREMENTS:

1. Evidence of property insurance is as follows:

Insure and keep fully insured all property and assets against the following perils:

- a. With respect to all buildings and other improvements now or hereafter situated on the subject property and all insurable property included within the buildings, coverage against loss or damage by fire and other insurable hazards defined in an "All Risks" insurance policy for the full replacement cost.
- b. Boiler and pressure vessel insurance for the full replacement cost of the subject property and all improvements thereon or such lesser amount as shall be acceptable to the Credit Union.
- c. Public liability insurance to an amount not less than \$2,000,000 on a per occurrence basis.

The policies of insurance to be maintained shall not contain any co insurance clauses less than 90% and shall be in form and with insurers satisfactory to the Credit Union and shall include the agreement of the insurer that the policy will not be cancelled or permitted to expire on expiry date without at least thirty (30) days prior written notice of intended cancellation or non-renewal to the Credit Union.

Servus Credit Union Ltd. shall be named in all policies of insurance (other than public liability insurance) as the **first loss payee** and as first mortgagee upon the terms of the standard Insurance Bureau of Canada Mortgage Endorsement Clause.

The Borrower will furnish to the Credit Union or its solicitors, at least ten (10) days prior to the advance of any funds, a binder policy, with certified copies of the policies being provided within 45 days thereafter, providing the above coverage.

2. The Borrower will be required to insure all furniture, fixtures and equipment held as security to the full extent of their insurable value against loss or damage with loss under such policies of insurance to be (firstly) payable to Servus Credit Union Ltd (as their interest appears).

SECURITY:

The types of security, supporting resolutions and agreements to be provided by the Borrower will be in a form and content determined by the Credit Union and/or its solicitors and registered in the appropriate government or other registry as required or desirable, and includes the following:

Security Presently Held - All Credit Facilities:

1. Appropriate Banking and Borrowing Resolutions dated April 26, 2019
2. Certificate of Non-Restriction dated April 26, 2019.
3. General Security Agreement providing a first charge and security interest in and to all the Borrower's present and after-acquired personal property with specific security interest in serial numbered goods as required by the Credit Union.
4. Assignment and Postponement of Related Party Loans executed by Albert (Bert) David Messier in the amount of \$UNLIMITED.
5. Assignment and Postponement of Shareholder Loans executed by Bear Developments Corp in the amount of \$3,900,000.
6. Personal Guarantee and Postponement of Albert (Bert) David Messier for \$3,900,000 supported by a Guarantees Acknowledgement Act Certificate executed by each individual guarantor.
7. Corporate Guarantee and Postponement of Bear Development Corp, for \$3,900,000 supported by:
 - a. General Security Agreement providing a second charge and security interest in and to all the Borrower's present and after-acquired personal property with specific security interest in serial numbered goods as required by the Credit Union.
 - b. Guarantee Certificate.
 - c. Resolution of Directors to Grant Limited Guarantee.
 - d. Certificate of Non-Restriction
 - e. Solicitor's Opinion Letter regarding the ability of the Corporation to issue a Corporate Guarantee.
 - f. Certificate of Authorized Signing Authorities.
8. Corporate Guarantee and Postponement of Beca International Ltd for \$7,200,000 supported by:
 - a. Guarantee Certificate.
 - b. Resolution of Directors to Grant Limited Guarantee.
 - c. Certificate of Non-Restriction
 - d. Solicitor's Opinion Letter regarding the ability of the Corporation to issue a Corporate Guarantee.
 - e. Certificate of Authorized Signing Authorities.
9. Continuous Demand Mortgage for \$12,000,000 representing a first fixed charge over buildings, land and improvements at 5027 Lakeshore Drive, Sylvan Lake Alberta legally described as Plan 5569KS, Block A ,Lots 7, 8 & 9.

10. General Assignment of Leases and Rents registered by way of Caveat representing a second fixed charge over buildings, land and improvements at 5027 Lakeshore Drive, Sylvan Lake Alberta legally described as Plan 5569KS, Block A, Lots 7, 8 & 9.
11. Environmental Indemnity Agreement
12. Real Property Report with proof of Zoning Compliance from the appropriate regulating authority and if any real property is condominium property, a copy of the registered Condominium Plan as well as an Estoppel Certificate certifying that all condominium fees are paid in full, attaching copies of the Condominium Corporation's By-Laws, latest fiscal financial reports and approved reserve fund plans and reports and an agreement to provide notification of any amendments to the By-Laws of the corporation. **** OR **** Certificate of Insurance real property issued by First Canadian Title.
13. Solicitor's letter of opinion regarding capacity, due authorization and legal effectiveness of security.

Security Presently Held - Specific Credit Facilities:

Authorized Overdraft Facility #12032124-Cheq 0:

1. Authorized Overdraft Agreement for \$50,000.00.

ACCEPTANCE:

1. To become effective this Credit Facility Letter must be accepted in writing by the Borrower and Guarantors.
2. This Credit Facility Letter may be signed by the Credit Union and the Borrower and Guarantors in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document.

At the sole discretion of the Credit Union, this Credit Facility Letter may also be transmitted by facsimile or by other electronic means and if so signed and transmitted, this Agreement shall be for all purposes as if the Credit Union and the Borrower and Guarantors had delivered an executed original Credit Facility Letter.

3. Your acceptance of this Credit Facility Letter will constitute authority for the Credit Union to, where applicable, instruct its solicitors or First Canadian Title to prepare the necessary documentation.
4. Servus Credit Union reserves the right to discuss the terms and conditions of the borrower's financing and/or financial statements directly with the borrower's accountant, if required.

Please note that this Credit Facility Letter restates and modifies and takes precedence over any prior Commitment Letters or Credit Facility Letters issued to you; however, it is not a novation. All existing security and guarantees held by the Credit Union continue in full force and effect and are security for the loans and credit facilities described in this Credit Facility Letter and in the previous Credit Facility/Commitment Letters save and except as they have been restated and modified by this Credit Facility Letter.


Nothing herein shall be construed to impair any security, lien, or charge held by the Credit Union to secure the loans and Credit Facilities and nothing herein shall affect or impair any powers which the Credit Union may have against the Borrower, any Guarantors or any other person for recover of the loans and Credit Facilities.

If you are in agreement with the above terms and conditions, as well as the Standard Credit Terms and Conditions as detailed in the attached Schedule "A", Standard Credit Terms and Conditions which form part of this Credit Facility Letter, please sign this letter and return this letter with the attached Schedule "A", Standard Credit Terms and Conditions to the Credit Union together with the applicable fee.


This Credit Facility Letter will expire if not accepted or extended in writing by **June 30, 2020**. The foregoing is offered in good faith and is to be held in strict confidence.

Yours truly,

Servus Credit Union Ltd.

Per: 

John McLellan
Senior Relationship Manager


Per: 

Andrew LeBlanc
Regional Manager – Central Region


Accepted this 17 day of June, 2020.

BORROWER(S):

Chateau Inn Ltd.

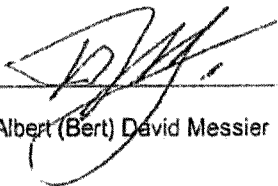
Per: 
Albert (Bert) David Messier

PERSONAL GUARANTOR(S):

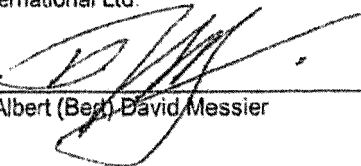

Albert (Bert) David Messier

CORPORATE GUARANTOR(S):

Bear Development Corp

Per: 
Albert (Bert) David Messier

Beca International Ltd.

Per: 
Albert (Bert) David Messier

SCHEDULE "A"

STANDARD CREDIT TERMS AND CONDITIONS

All references to "Credit Union" shall mean Servus Credit Union Ltd. in this Schedule "A" unless otherwise specified. All references herein to "the Credit Facility Letter" shall mean the Credit Facility Letter to which this Schedule "A" is attached and in the event of a conflict between the terms of the Credit Facility Letter and this Schedule "A", the terms of the Credit Facility Letter shall prevail but for clarity the mention of a provision in the Credit Facility Letter and not in Schedule "A" or vice versa shall not constitute a conflict but shall be deemed to be supplemental and in addition to any of the terms and conditions under either of the Credit Facility Letter or Schedule "A" as the case may be.

ACCEPTANCE, ADVANCES, PAYMENTS, EXPENSES, FEES AND CONSENTS:

1. **Acceptance:** The Borrower and all Guarantors must accept in writing the terms and conditions of the Credit Facility Letter prior to any advances being made.
2. **Evidence of Advances:** The Borrower and all of the Guarantors agree that the Credit Union's records evidencing an advance shall be complete and final proof, absent manifest error, that funds have been advanced under any one or more of the loans set forth in the Credit Facility Letter and may, from time to time dependent upon the type of loan facility made available, be evidenced by other documentation such as, for example and without limitation, promissory notes, direct deposits, drafts or cheques made payable to other parties including solicitors and agents and any other means by which the Credit Union provides value to the Borrower under any one or more of the loan facilities.
3. **Debit from Borrower Account:** Unless otherwise stated in writing, payments for all loans and credits will be automatically transferred or debited from the Borrower's operating account with the Credit Union.
4. **Payment of Costs:** The Borrower agrees to pay all expenses, fees and charges incurred by the Credit Union in relation to all loans and credits, the preparation and registration of all security, enforcement or preservation of any or all of the Credit Union's rights and remedies including those incurred during an annual or any other periodic review of the Borrower's relationship with the Credit Union, whether or not any such documentation is completed or any funds are advanced, including but not limited to legal expenses (on a solicitor-and-his-own-client full indemnity basis), costs of accountants, engineers, architects, consultants, appraisers and the costs of any and all searches and registrations the Credit Union or its solicitor deems either necessary or desirable.
5. **Change in Fees:** The Borrower and all Guarantors acknowledge that the Credit Union may change the fees payable pursuant to the Credit Facility Letter from time to time upon notice to the Borrower in person, by telephone, by letter that is sent either by mail or facsimile transmission or by electronic mail (e-mail) to the address, telephone number and/or electronic mail (e-mail) address on file at the Credit Union.
6. **Not Assumable:** All loans and credits are not assumable without the Credit Union's prior, written consent and if the Borrower does attempt to have some other entity assume any loan or security, any and all loans and credits shall, in the Credit Union's discretion, become immediately due and payable and the Credit Union may commence enforcement.
7. **General Fees:**
 - a. All expenses, fees and charges due and payable, as outlined in this Credit Facility Letter, if not paid forthwith by the Borrower may be charged to the Borrower's account(s) or may be added to the Borrower's loans, at the sole discretion of the Credit Union, and shall be secured by all of the security taken in support of all loans by the Credit Union to the Borrower.

- b. The Borrower agrees to forthwith pay to the Credit Union a charge for each cheque presented for deposit which is dishonoured or, in the Credit Union's absolute discretion, a late payment fee whenever a payment is not remitted on its due date at the Credit Union's normal charges in effect from time to time respecting dishonoured cheques and/or late payment fees.
 - c. Mortgages registered outside of Alberta:
 - i. A Concentra Financial Services Association Application Fee of \$1,000 will be due and payable at the time the mortgage is registered.
 - ii. A Processing/Administration Fee will be due and payable at the time the mortgage is released. The amount of the fee will be determined by Concentra Financial Services Association at the time of the release.
8. Availability:
- a. All loans available by way of direct Canadian Dollar advances.

CONDITIONS PRECEDENT TO DRAWDOWN:

- 1. Security Completion:
 - a. Prior to funding any loans or credits or making any further advances, all security as contemplated by the Credit Facility Letter must be completed and registered wherever required or desirable by and in form and content acceptable to the Credit Union and its solicitors, and all certificates, searches, solicitor's opinions and other documents as required by the Credit Union shall be delivered to the Credit Union in form and content acceptable to the Credit Union.
 - b. All security documentation to be completed and registered with a solicitor's letter of opinion confirming that the Credit Union's security is a valid and enforceable first charge and that any prior encumbrances will not affect that first registered position.
 - c. The Credit Union's solicitor is to confirm all proper signing operating account documents and enabling resolutions have been or will be executed.
- 2. Title Insurance: With respect to real estate transactions including, without limitation, mortgages, the Credit Union may fund upon receipt of an acceptable title insurance policy issued by any major title insurer including at this time Stewart Title Insurance, Chicago Title Insurance and First Canadian Title.

REPRESENTATIONS AND WARRANTIES:

The Borrower, all Corporate Guarantors and any other Guarantors represent and warrant to the Credit Union that:

- 1. Corporate Status: If a corporation, it is duly incorporated, validly existing and duly registered and qualified to carry on business in the Province of Alberta and in all other jurisdictions where it carries on business and shall maintain such corporate existence and registration at all times during which any money may be owing to the Credit Union or it shall be liable to the Credit Union;
- 2. Authorizations: The execution, delivery and performance by it of this Credit Facility Letter and any and all terms and conditions thereunder including provision of security have been duly authorized by all necessary actions and do not violate its constating documents or any applicable Laws or agreements to which it is subject or by which it

is bound;

3. **Environmental Claims:** There are no claims, actions, prosecutions or other proceedings of any kind pending or threatened against it or any of its assets or properties before any court or administrative tribunal or agency which relate to any noncompliance with any environmental law or any release from its lands of a contaminant into the natural environment or which, if adversely determined, might have a material adverse effect upon its financial condition or operations or its ability to perform its obligations under the Credit Facility Letter or under any of the Credit Union's security and that there are no circumstances of which they are aware which might give rise to any such proceeding which has not already been fully disclosed to the Credit Union;
4. **Claims:** There are no claims, actions, prosecutions or other proceedings of any kind pending or threatened against it or against any of their assets or properties before any court or other administrative agency which relate to any noncompliance with any other applicable law or which, if adversely determined, might have a material adverse effect upon their financial condition or operation or their ability to perform their obligations under the Credit Facility Letter or in any of the Credit Union's security, and that there are no circumstances of which they are aware that might give rise to any such proceeding that have not already been fully disclosed to the Credit Union;
5. **Crime Proceeds and Terrorism:** That they are not in violation of any applicable law relating to terrorism or money laundering, including the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada).
6. **Accuracy of Information and Accounting:** That all information provided to the Credit Union is complete and accurate and does not omit any material fact and all financial statements delivered by it to the Credit Union fairly represent its financial condition as of the date of such financial statement all in accordance with Accounting Standards for Private Enterprises (ASPE) or International Financial Reporting Standards (IFRS), as the case may be;
7. **Good Title/Interest:** In respect of all property and assets subject to Credit Union security, it has good and marketable title or a valid interest in such property and assets free and clear of all claims and encumbrances except those claims and encumbrances to which the Credit Union has provided its prior consent in writing;
8. **No Default:** There is no default or event of default that has occurred or is occurring as of acceptance of the Credit Facility Letter;
9. **Material Adverse Change:** To the best of their knowledge no event or circumstance has occurred or is continuing which has or would reasonably be expected to have a material adverse impact on the operations or financial condition of the Borrower or any Guarantor;
10. **Government Remittances:** That all material remittances required to be made to government authorities have been made, are currently up to date and that there are no outstanding arrears, other than those that are being validly contested and that have been disclosed to the Credit Union;
11. **Tax Payments:** That the Borrower and all Guarantors have duly filed on a timely basis all tax returns or other information required to be filed and have paid all material taxes which are due and payable including all assessments and reassessments other than those that are being validly contested and that have been disclosed to the Credit Union and that they have made adequate provision for, and all required instalment payments have been made in respect of taxes payable for the current period for which returns have not as yet been required to be filed and that there are no agreements, waivers or other arrangements providing for any extension of time with respect to the filing of any tax returns or the payment of any taxes and that no actions or proceedings are being taken or threatened by any taxation authority in any jurisdiction where a Borrower or Guarantor carries on business other than those that are being validly contested and that have been disclosed in writing to the Credit

Union; and,

12. **Intellectual Property:** That they have the legal right to use all intellectual property necessary for the operation and conduct of their businesses, affairs, operations and processes and that they will continue to maintain such legal right so long as any monies are owing to the Credit Union.

All representations and warranties set out herein shall survive the acceptance of the Credit Facility Letter and shall be deemed to be repeated at the time of each advance hereunder and the Credit Union may rely upon them upon each advance pursuant to the Credit Facility Letter except for those representations and warranties that the Credit Union has been notified of in writing that can no longer be repeated for any such advance. Failure to provide such notification shall, in the Credit Union's discretion, be considered an event of default and all credits may become immediately due and payable and the Credit Union may proceed to enforce the same in its discretion.

All other representations, warranties, certifications and statements of the Borrower or any Guarantor contained in any other document delivered pursuant to the Credit Facility Letter or thereafter to the Credit Union shall be deemed to constitute additional representations and warranties made by the Borrower or any Guarantor to the Credit Union.

GENERAL COVENANTS:

Each of the Borrower and each Guarantor covenants and agrees with the Credit Union, that for so long as any monies are due and payable to the Credit Union as follows:

1. **Timely Payment:** To pay all sums of money when due to the Credit Union.
2. **Performance of Obligations:** To perform all of the obligations and covenants under the Credit Facility Letter or under any security document.
3. **Maintenance of Security:** To maintain in full force and effect any security contemplated by the Credit Facility Letter and any security that may be granted thereafter.
4. **Notice of Default:** To provide the Credit Union with prompt written notice of any event that constitutes, or which, with notice, lapse of time, or both, would constitute an Event of Default under the Credit Facility Letter or any security.
5. **Change of Ownership:** To give the Credit Union at least 30 days' prior written notice of any intended change in the ownership of its shares and not to consent to or facilitate a change in the ownership of its shares without prior written consent of the Credit Union.
6. **Insurance:** The Borrower, and the Guarantors shall insure and keep fully insured all property and assets in accordance with insurance requirement in the Credit Facility Letter so long as any monies are owing to the Credit Union.
7. **Guarantees:** Not, without the prior written consent of the Credit Union, guarantee or otherwise provide for, on a direct, indirect or contingent basis, the payment of any monies or performance of any obligations by any other entity, except as may be provided for in the Credit Facility Letter.
8. **Sale of Property:** Not, without the prior written consent of the Credit Union, to sell, transfer, convey, lease or otherwise dispose of any of its property or assets subject to security under the Credit Facility Letter except where such is done in the ordinary course of the Borrower's business operations.

9. Merger: Not, without the prior written consent of the Credit Union, to merge, amalgamate, or otherwise enter into any other form of business combination with any other entity.
10. Environmental Non-Compliance: To provide the Credit Union with prompt written notice of any non-compliance by the Borrower with any environmental laws or any release from the land of the Borrower by the Borrower of a contaminant into the natural environment and to indemnify and save harmless the Credit Union from all liability of loss as a result of such environmental activity or any non-compliance with any environmental law.
11. Illegal Activity: To not engage or allow any person in any of its business premises to engage in any activity that is contrary to any applicable laws and in particular any laws prohibiting criminal or illegal activities.
12. Personal Information: The Borrower and each Guarantor acknowledge that the Credit Union is required to verify and record information regarding the Borrower and each Guarantor, their directors, authorized signing officers, shareholders and any persons in control of the Borrower and each Guarantor and that they shall each promptly provide all such information including such other supporting documentation and other evidence as may be required by the Credit Union or any assignee or other entity participating in any credits with the Credit Union in order to comply with not only the Credit Union's internal identification policies but all applicable laws regarding anti-money laundering and "anti-terrorist financing".
13. Inspection: To permit the Credit Union or its representatives, from time to time, to visit and inspect the Borrower's premises, properties and assets and examine and obtain copies of the Borrower's records or other information and to discuss or otherwise communicate about the Borrower's affairs with the auditors, accountants, counsel and other professional advisers of the Borrower from time to time as the Credit Union may deem necessary.
14. Monthly Books and Records: That it shall keep proper books of record and account in which complete and correct entries will be made of all of its business transactions in accordance with ASPE or IFRS.
15. Prudent Operation: That it will keep all of its properties, assets and operations maintained and operated in accordance with diligent and prudent industry practice and in accordance with the law in compliance with any applicable insurance policy or policies covering such assets or activities.
16. Use of Loan Proceeds: That it shall use the proceeds of all loans and credits being made available to it pursuant to the Credit Facility Letter or otherwise solely for the purposes set forth thereunder and for no other purpose whatsoever without the prior, written consent of the Credit Union.
17. Related Party Dealings: The Borrower shall not, without the prior written consent of the Credit Union, enter into any contract, agreement or transaction whatsoever including for the sale, purchase, lease or other dealing in any property or provision of any service with any non-arms' length entity or any related party as defined in the Business Corporations Act of Alberta except upon fair and reasonable terms, which terms are not less favourable than it would obtain on a arms' length transaction and for a consideration which equals the fair market value of such property or other than a fair market rental as regards lease property.
18. Other Encumbrances: Not, without the prior written consent of the Credit Union, grant, create, assume or suffer to exist any mortgage, charge, lien, pledge, security interest or other encumbrance affecting any of its properties, assets or any other rights.
19. Exclusive Account Operation: That for so long as there are any monies due and owing or any Credit Facility outstanding with the Credit Union, maintain all of its operating accounts with the Credit Union.

20. **Payment of Management or Shareholder Fees:** The Borrower will not pay or agree to pay any management or shareholder fees or executive management compensation except as agreed and approved by the Credit Union.

21. **Interest Rates:**

- a. Interest shall be payable without demand and, unless otherwise specified herein, shall be calculated daily and payable monthly in arrears on the date specified by the Credit Union and will accrue daily. Overdue interest shall bear interest at the same rate as that used in calculating the interest overdue, while the same remains unpaid.
- b. Notwithstanding anything to the contrary contained herein, the Credit Union may, at its sole discretion, make an advance under an Authorized Overdraft, or make a reduction from the advance otherwise requested under the loans, to pay any interest that has become due and payable.

Nothing contained in the foregoing Covenants shall limit any right of the Credit Union under the Credit Facility Letter or any other agreement with the Borrower to terminate or demand payment of, or cancel or restrict availability of any unutilized portion of, any demand or other discretionary loan or credit facility made available by the Credit Union to the Borrower.

MISCELLANEOUS:

1. **Cumulative Powers of Credit Union:** The rights and powers of the Credit Union pursuant to the Credit Facility Letter and the securities taken pursuant hereto are cumulative and not alternative, and not in substitution for any rights, remedies, or powers of the Credit Union.
2. **Failure:** Any failure or delay by the Credit Union to exercise fully its rights and remedies pursuant to this Credit Facility Letter and the securities taken to pursuant hereto shall not be construed as a waiver of such rights and remedies.
3. **Time:** Time is of the essence.
4. **Non-Assignability:** This Credit Facility Letter is not assignable by the Borrower in any manner.
5. **Laws of Alberta:** This Credit Facility Letter and the security documentation to be provided by the Borrower pursuant hereto shall be construed in accordance with and governed by the laws of the Province of Alberta.
6. **Cross-Default:** Any default hereunder or under any security document or other agreement between the Borrower and the Credit Union shall be a default under each and every other obligation of the Borrower to the Credit Union, whether or not collateral or supplemental hereto.
7. **Conflict:** The terms and conditions of this Credit Facility Letter shall not be merged by and shall survive the execution, delivery and registration of any and all security documents. In the event of a conflict between the terms of this Credit Facility Letter and the terms of any security document, the terms of this Credit Facility Letter shall prevail. For clarity, the mention of a provision in either the Credit Facility Letter and not in the security or vice versa shall not constitute a conflict but shall be deemed to be supplemental and in addition to any of the terms and conditions available under either the Credit Facility or the security as the case may be.
8. **Periodic Review of Accounts:** The Credit Union may conduct periodic reviews of the affairs of the Borrower, as and when determined by the Credit Union, for the purpose of evaluating the financial condition of the Borrower. The Borrower shall make available to the Credit Union such financial statements and other information and documentation as the Credit Union may reasonably require and shall do all things reasonably necessary to

facilitate such review by the Credit Union.

9. **Limitation Period:** The Borrower and all Guarantors by their signature and acceptance of the Credit Facility Letter hereby expressly provide that any and all limitation periods or action on any and all loans and credit facilities made available from time to time pursuant to the Credit Facility Letter or otherwise by the Credit Union shall be extended for a period of six years from the date of any event of default on a non-demand loan and for a period of six years on any demand loan from the time at which a demand for payment is made.
10. **Application of Account Balances:** The Credit Union is authorized, but not obligated, at any time, to apply any credit balance, whether or not then due, to which the Borrower is entitled and any account in any currency at any branch or office of the Credit Union in or towards satisfaction of the loans and obligations of the Borrower to the Credit Union at any time. The Credit Union is authorized to use any such credit balance to convert such credit balance to any currency required as may be necessary to effect such application.
11. **Notification Credit Facility Letter:** The Credit Union may, from time to time, unilaterally amend the provisions of this agreement where (i) such change is for the advantage of the Borrower as determined by the Credit Union, or made at the Borrower's request, including without limitation, decreases to fees or interest payable hereunder or (ii) where such an amendment makes compliance with this agreement less burdensome to the Borrower, including without limitation, release of security. These changes can be made by the Credit Union by providing written notice to the Borrower of such amendments.
12. **Non-Waiver:** Other than items contemplated in #11 above, no amendment or waiver of any provision of this agreement or any agreement amending, supplemental or relating hereto, will be effective unless it is in writing signed by the Borrower and the Credit Union. No failure or delay, on the part of the Credit Union in exercising any right or power hereunder or under any security document taken pursuant to the Credit Facility Letter or otherwise shall operate as a waiver thereof. The Guarantors agree that the amendment or waiver of any provision of this agreement (other than agreements, covenants or representations expressly made by the Guarantors herein, if any) may be made without and does not require the consent or agreement of, or notice to, the Guarantors.
13. **Enforceability:** If any provision of the Credit Facility Letter or any other agreement is or becomes prohibited or unenforceable in any jurisdiction, such prohibition or unenforceability shall not invalidate or render unenforceable the provision concerned in any other jurisdiction nor invalidate, affect or impair any of the remaining provisions of the Credit Facility Letter or any other agreement and such remaining provisions or parts thereof that are not invalid, illegal or unenforceable or severable from such provision.
14. **Joint and Several Liability:** Where more than one person is liable as a Borrower or Guarantor for any loan or credit facility or obligation under the Credit Facility Letter or otherwise then the liability of each such person is joint and several with each other such person.
15. **Mandatory Membership:** Membership with Servus Credit Union requires that every Borrower invest a minimum of \$1.00 in Common Shares of Servus Credit Union Ltd. and such ownership and membership must be maintained so long as there are any monies and obligations outstanding by the Borrower to Servus Credit Union Ltd.
16. **Accuracy of Information:** The Borrower and Guarantor represent and warrant to the Credit Union that all information set out and certified in any electronic transfer and on any accompanying report is true and complete in all respects and acknowledges that Servus Credit Union Ltd. is relying upon all such representations and warranties from time to time.
17. **Entire Agreement:** This Credit Facility Letter, the security and any other written agreement delivered pursuant to or referred to in the Credit Facility Letter constitute the whole and entire agreement between the Credit Union and the Borrower and Guarantors in respect of the credit facilities hereunder. There are no verbal agreements,

undertakings or representations by the Credit Union in connection with any loans or other credit made available to the Borrower at any time.

18. **Non-Merger:** All remedies provided herein shall be deemed to be in addition to and not restrictive of any other remedies of the Credit Union at law or in equity, may be enforced in priority to, or concurrently with, or subsequent to any other remedy or remedies, the Credit Union may rely upon the various securities and parts thereof in such order as it may deem fit without prejudice to any other realization and the powers of sale contained therein. The security provided for in this Credit Facility Letter is in addition to and not in substitution for any other security now or hereafter held by the Credit Union.
19. **Waiver Under PPSA:** The Borrower expressly waives the right to receive any copies of any Financing Statements or Financing Change Statements (or any other jurisdiction equivalent) that might be registered by the Credit Union in connection with any security or any Verification Statement issued with respect thereto including all amendments, extensions or renewals of such registration and in any jurisdiction where not otherwise prohibited by law.
20. **Accounting Standards:** In the event that the Borrower or any Guarantor as a result of the changes to Canadian Accounting Standards on January 1, 2011 to the International Financial Reporting Standards ("IFRS"), Accounting Standards for Private Enterprises and/or Accounting Standards for Not-for-Profit Organizations and such adoption has an effect on any provision of the Credit Facility Letter relying on financial statement calculations or other financial reporting requirements, the Credit Union may amend such provision to reflect the original intent of such provision at any time.
21. **General Conditions of Credit:**
 - a. The borrower's accountant may receive, directly from Servus Credit Union, a copy of the Credit Facility Letter and revised versions / amendments as they may be executed.
 - b. Servus Credit Union reserves the right to erect signage, or other notices, on the sites of the projects involving new construction or expansion of an existing enterprise.
 - c. Goods and Services Tax (GST) is the responsibility of the borrower.

22. **Prepayment Privileges:**

Definitions:

"Interest Differential" is the amount by which interest at the rate applicable to the fixed term chosen by the Borrower exceeds interest at the Credit Union's reinvestment interest rate for the term remaining at the time of prepayment as determined by the Credit Union.

"Year" means a one-year period commencing on the interest adjustment date or an anniversary thereof and ending on the day prior to the next anniversary of the interest adjustment date.

a. **Floating Interest Rate:**

On any business day of any month, the Borrower will be entitled to prepay without notice, bonus or penalty, a minimum of One Hundred (\$100.00) Dollars to a maximum of Twenty percent (20%) of the original principal amount of the mortgage per year, commencing from the interest adjustment date. If not paid in full, regular payments will continue as set out in the Agreement. This privilege is noncumulative. If within five (5) business days after any partial prepayment, the Borrower prepays the entire principal

amount owing then an added prepayment bonus as stated in paragraph 2 below will apply.

The Borrower may, if not in default, prepay the balance owing on payment of three months' interest calculated on the document interest rate (the annual rate of interest, calculated daily) on the amount prepaid. If the Borrower has exercised a partial prepayment right pursuant to paragraph 1 within the five (5) business days prior to full payment, the Borrower must pay an added prepayment bonus of three months' interest calculated on the document interest rate (the annual rate of interest, calculated daily) on the amount of the partial prepayment.

b. Fixed Interest Rate:

On any business day of any month, the Borrower will be entitled to prepay without notice, bonus or penalty, a minimum of One Hundred (\$100.00) Dollars to a maximum of Twenty percent (20%) of the original principal amount of the mortgage per year, commencing from the interest adjustment date. If not paid in full, regular payments will continue as set out in the Agreement. This privilege is noncumulative. If within five (5) business days after any partial prepayment, the Borrower prepays the entire principal amount owing then an added prepayment bonus as stated in paragraph 2 below will apply.

The Borrower may, if not in default, prepay the balance owing on payment of the greater of three months' interest calculated on the document interest rate (the annual rate of interest, calculated daily) or the Interest Differential on the amount prepaid. If the Borrower has exercised a partial prepayment right pursuant to paragraph 1 within the five (5) business days prior to full payment, the Borrower must pay an added prepayment bonus of the greater of three months' interest calculated on the document interest rate (the annual rate of interest, calculated daily) or the Interest Differential on the amount of the partial prepayment.

c. Open Prepayment:

The Borrower, at any time and from time to time, when not in default, shall have the privilege of paying the whole amount or any part thereof without notice or bonus.

SALE OR ASSIGNMENT OF CREDIT FACILITIES:

1. Assignability: The Credit Union shall have the unrestricted right to sell or assign the Credit Facilities or any loan thereunder, and/or the security documents (including this Credit Facility Letter), in whole or in part, in connection with any syndication, securitization or otherwise, to any other party or parties (each a "Holder"), and the Holder(s) shall thereafter have all the rights herein of the Credit Union, including the right to so sell or assign in turn.
2. Syndication:
 - a. The Credit Union may from time to time, in connection with any syndication or securitization of the Credit Facilities or loans thereunder or otherwise, appoint or designate a custodian or agent for the same, which custodian or agent may be the registered security document holder. The Borrower and each Guarantor, if any, acknowledges that such custodian or agent will have no liability whatsoever to the Borrower or Guarantor, if any, in connection with the Credit Facility or loans thereunder, being merely custodian or agent for the Credit Union and/or Holders.
 - b. Servus Credit Union Ltd reserves the right to syndicate a portion or all of the loan(s) and may share the borrower's and guarantors' information on a confidential basis with the syndication partners. Servus Credit Union Ltd will maintain full management of the loan(s) and the borrower will only have dealings with Servus Credit Union Ltd with respect to the loan(s).

3. **Loan Administration:** The Credit Union shall have the unrestricted right from time to time to appoint a third party to service or administer the Credit Facilities or loans, and to deal with the Borrower and Guarantor, if any, in place of the Credit Union, provided that until the Credit Union gives notice of such appointment to the Borrower, the Borrower and Guarantor, if any, shall continue to deal with the Credit Union in matters pertaining to the servicing or administration of the Credit Facilities and loans.

COLLECTION, USE, DISCLOSURE AND RELEASE OF FINANCIAL AND OTHER INFORMATION AND MATERIALS:

For the purposes of making, administering, reporting, selling or assigning in whole or in part, in connection with securitization or otherwise, and collecting the Credit Facilities and loans, the following parties (collectively, the "Authorized Parties") will be reviewing and examining financial and other information and materials provided to or obtained by the Credit Union concerning the Credit Facilities and loans, the Borrower and the Guarantor, if any:

1. The Credit Union and/or any Holder or servicer of the Credit Facilities and loans or of an interest therein from time to time and/or their respective affiliates and/or agents;
2. Rating agencies, purchasers or investors and prospective purchasers or investors;
3. Respective third party advisors of the parties listed in 1) and 2) above, such as lawyers, accountants, real estate brokers, investment dealers and underwriters, consultants, and appraisers; and,
4. Credit verification sources.

The Borrower and each Guarantor, if any, acknowledges and irrevocably consents to the foregoing and irrevocably agrees that, in such manner as the Authorized Parties may determine to be necessary or desirable for these purposes, the Authorized Parties may disclose, release, exchange and share such information and materials:

1. To and with any individual(s), corporation(s) or other entities designated from time to time to hold title to the Credit Facilities or loans and/or security documents as custodian(s) or agent(s);
2. To and with each other;
3. The Borrower and each Guarantor, if any, hereby consents to the Authorized Parties conducting such credit inquiries, as they may from time to time consider advisable for these purposes; and,
4. The provisions of this paragraph shall apply until all loans have been fully and completely repaid and the security documents have been discharged.

EVENTS OF DEFAULT:

The occurrence of any one of the following shall constitute an Event of Default, the happening of which shall entitle the Credit Union, in its sole discretion, to demand immediate payment of all loans and credits in full, together with outstanding accrued interest and any other costs outstanding, and to realize and enforce on any and all of the security granted in its favour under the Credit Facility Letter or otherwise:

1. **Payment:** Failure of the Borrower to pay any principal, interest or other amount due and owing at any time.
2. **Breach of Term:** Failure or refusal of the Borrower to observe or perform any term, covenant, condition or provision contained in this Credit Facility Letter or any documentation or security relating thereto.
3. **Cross-Default:** If the Borrower is in default under any other agreement with the Credit Union or any third party for the granting of the loan or other financial assistance and such default remains unremedied after any cure period

provided in any other such agreement.

4. **Breach of Representation or Warranty:** If any representation or warranty made by the Borrower or any Guarantor in any document (including the Credit Facility Letter) is breached, false or misleading in any material respect or becomes at any time false or misleading in any material respect.
5. **Accuracy of Documentation:** If any schedule, certificate, financial statement report or other writing furnished by the Borrower or any Guarantor to the Credit Union in connection with the Credit Facility Letter or any other agreement is false or misleading in any material respect on the date on which it is certified or stated.
6. **Insolvency:** The Borrower or any Guarantor becomes insolvent or generally fails to pay its just debts as they become due or they apply for, consent to or acquiesce in the appointment of a trustee, receiver or other custodian for the Borrower or any Guarantor or any property thereof or makes a general assignment for the benefit of creditors; or for a trustee, receiver or other custodian is appointed for the Borrower or Guarantor or for a substantial part of the property of such Borrower or Guarantor, or any bankruptcy, reorganization, debt arrangement or other case or proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding, as commenced in respect of the Borrower or Corporate Guarantor or if they take any action to authorize or further any of the foregoing.
7. **Cessation of Business:** The Borrower or Guarantors ceases or threatens to cease to carry on all or substantially all of their business.
8. **Margin Report Delivery:** If margining reports are not received within 10 days of a reporting deadline as set forth in the Credit Facility Letter and the Credit Union determines it would issue a Notice of Default with respect to such reporting.
9. **Margin Report Demand:** If such margining reports have still not been received within 10 days from the issuance of a Notice of Default, Servus Credit Union Ltd. has the right to reduce all lines of credit and outstanding authorizations to zero.
10. **Material Adverse Change:** There occurs, in the sole opinion of the Credit Union, acting reasonably:
 - a. A material adverse change in the financial or environmental condition of the Borrower or any Guarantor,
 - b. An unacceptable, or unapproved change in ownership or control of the Borrower or any Guarantors takes place, or
 - c. Without authorization, the Borrower disposes of all or substantially all of its key business assets or substantially all of its assets.

OTHER SECURITY:

In addition to the security referred to herein, the Borrower hereby pledges all deposits and paid up shares which it now or may have in the Credit Union, the proceeds of which may, upon default, be applied by the Credit Union to amounts then due and owing under any loan.

This is **Exhibit "E"** referred to in the Affidavit of Ed Christenson,
sworn before me this 13 day of April, 2023



A Commissioner for Oaths in and for Alberta

**SPENCER NORRIS
BARRISTER & SOLICITOR**

February 23, 2021

Private & Confidential

Amending Credit Facility Letter to:
Chateau Inn Ltd.
Attention: Bert Messier
5027 Lakeshore Drive
Sylvan Lake, Alberta T4S 1R3
T: 403-887-7788

Provided by:
Servus Credit Union Ltd
C/O: John McLellan
4415 50 Street
Innisfail, Alberta T4G 1P3
T: 587-484-0384
E: John.McLellan@servus.ca
W: Servus.ca

Dear Sir:

RE: Amending Credit Facility Letter to Credit Facility Letter(s) dated June 15, 2020

Servus Credit Union Ltd. (the "Credit Union") advises that the following amendment(s) to your credit facilities has/have been approved on the terms and conditions below. **All other terms and conditions of the Credit Facility Letter(s) stated above including all security and guarantees provided therein remain unchanged except as amended by this Amending Credit Facility Letter.**

In consideration of the Credit Union providing or continuing to provide credit facilities and if you agree with these terms please sign this letter in the space provided below under the heading "Acceptance" and return it to the Credit Union, Attention: John McLellan.

NEW CREDIT FACILITIES

\$250,000 Term Loan Facility #12032124 - 4

Purpose: To facilitate a request for financing under the COVID 19 relief HASCAP program (Highly Affected Sectors Credit Availability Program).

Interest Rate: An annual rate of interest of 4.00%, fixed, calculated daily and payable monthly in arrears. If funds are not fully disbursed by June 1, 2021 or as otherwise agreed to by the Borrower and the Credit Union in writing, the availability of such interest rates from the Credit Union shall, at the Credit Union's sole discretion, be subject to change.

Application Fee: \$N/A

Repayment Terms: Repayable with interest instalments on the principal balance outstanding from time to time based on a fixed rate of interest of 4.00% per annum, calculated daily and payable monthly commencing one month after the Interest Adjustment Date (IAD), for a term of 12 months after the Interest Adjustment Date. An interest adjustment on the principal amount advanced will be calculated from the date of the initial advance and will be due and payable on the 1st day of the month immediately following the initial advance (IAD).

Upon Completion of the Interest Only Period: An option to convert the principal balance to a loan facility may be available; it will be repayable with monthly blended instalments, applied firstly to interest and secondly to the principal amount outstanding from time to time based on a fixed annual rate of interest; the term to be determined at time of completion. The maximum amortization is 120 months from the original advance. The Borrower/Guarantor(s) acknowledges the payment schedule is to be reviewed/adjusted annually (as required) to ensure the original amortization is maintained at all times.

Prepayment Privileges:

Definitions:

"Year" means a one-year period commencing on the interest adjustment date or an anniversary thereof and ending on the day prior to the next anniversary of the interest adjustment date.



Open Prepayment:

The Borrower, at any time and from time to time, when not in default, shall have the privilege of paying the whole amount or any part thereof without notice or bonus.

Availability: If funds are not fully disbursed within 90 days of the date of this Credit Facility Letter or as otherwise agreed to by the Borrower and the Credit Union in writing, the availability of such credit facilities from the Credit Union shall, at the Credit Union's sole discretion, expire and be cancelled.

PRE-FUNDING CONDITIONS (Borrower):

Prior to funding, the Credit Union is to be in receipt of and satisfied with:

1. Unique ID code is to be provided so the loan can be processed (member to receive a unique ID code by email from BDC - as per procedure).
2. HASCAP – Eligible Form Borrower's Representation and Warranties

ACCEPTANCE:

Acceptance of this Amending Credit Facility Letter provides full and sufficient acknowledgement that the Credit Union has no obligation to advance any funds under this agreement and if, in the opinion of the Credit Union, any material adverse change in risk occurs, the approved credit facility may be withdrawn or cancelled at the sole discretion of the Credit Union.

This Amending Credit Facility Letter may be signed by the Credit Union and the Borrower and Guarantors in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document.

In the discretion of the Credit Union, this Amending Credit Facility Letter may also be transmitted by facsimile or by other electronic means and if so signed and transmitted, this Agreement shall be for all purposes as if the Credit Union and the Borrower and Guarantors had delivered an executed original Amending Credit Facility Letter.

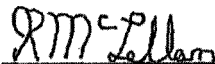
Your acceptance of this letter will constitute authority for the Credit Union to prepare any necessary security or other documentation required. This amendment commitment is not assignable without the prior written consent of the Credit Union.

We hereby acknowledge and accept the credit facilities based on the terms and conditions outlined in the Credit Facility Letter(s) stated above and this Amending Credit Facility Letter.

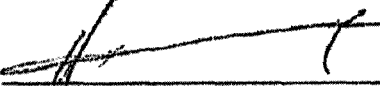
This Amending Credit Facility Letter shall expire if not accepted by March 15, 2021.

Yours truly,

Servus Credit Union Ltd.

Per: 

John McLellan
Relationship Manager

Per: 

Andrew LeBlanc
Regional Manager – Central Region



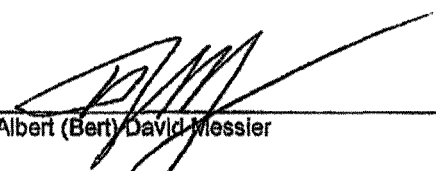
Accepted this 26 day of FEBRUARY, 2021.

BORROWER(S):

Chateau Inn Ltd.

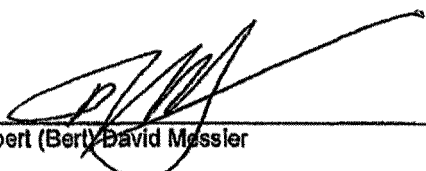
Per: 
Albert (Bert) David Messier

PERSONAL GUARANTOR(S):

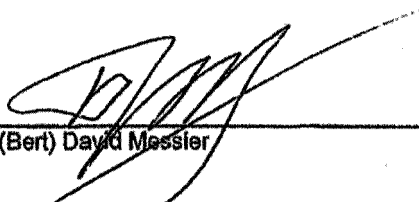

Albert (Bert) David Messier

CORPORATE GUARANTOR(S):

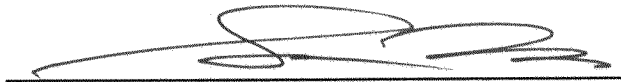
Bear Development Corp.

Per: 
Albert (Bert) David Messier

Beca International Ltd.

Per: 
Albert (Bert) David Messier

This is **Exhibit “F”** referred to in the Ed Christenson, sworn
before me this 13 day of April, 2023

A handwritten signature in black ink, appearing to read 'Spencer Norris', written over a horizontal line.

A Commissioner for Oaths in and for Alberta

**SPENCER NORRIS
BARRISTER & SOLICITOR**

May 25, 2021

Private & Confidential

Amending Credit Facility Letter to:
Chateau Inn Ltd.
5027 Lakeshore Dr
Sylvan Lake, Alberta T4S 1R3
T: 403-887-7788

Provided by:
Servus Credit Union Ltd
C/O: John McLellan, Senior Relationship Manager
151 Karl Clark Road
Edmonton, Alberta T6N 1H5

Dear Sir(s) / Madam(s):

RE: Amending Credit Facility Letter to Credit Facility Letter dated January 21, 2015

Servus Credit Union Ltd. (the "Credit Union") advises that the following amendment(s) to your credit facilities has/have been approved on the terms and conditions below. **All other terms and conditions of the Credit Facility Letter stated above including all security and guarantees provided therein remain unchanged except as amended by this Amending Credit Facility Letter.**

In consideration of the Credit Union providing or continuing to provide credit facilities and if you agree with these terms please sign this letter in the space provided below under the heading "Acceptance" and return it to the Credit Union, Attention: John McLellan, Senior Relationship Manager.

REVISED CREDIT FACILITIES

\$6,584,173.92 Mortgage Facility #12032124-1

Purpose: To facilitate loan renewal - Plan 5569KS Block A lots 7, 8 and 9 .

Interest Rate: An annual rate of interest of 6.60%, fixed, calculated daily and payable monthly in arrears.

Loan Renewal Fee: \$N/A

Repayment Terms:

Repayable with monthly blended instalments of \$45,615.00 commencing June 10, 2021 based on a fixed rate of interest of 6.60% per annum, applied firstly to interest and secondly to principal; remaining amortization of a 288 month period with the term expiring May 10, 2022. An interest adjustment is due and payable on n/a.

PLEASE NOTE: The Credit Union advises that with respect to any loans for which a term repayment schedule is provided that upon maturity all such loans will bear interest from the maturity date forward until paid at the Credit Union's prime lending rate from time to time plus 5% per annum unless otherwise agreed to between the Borrower and the Credit Union.

Prepayment Privileges:

Definitions:

"Interest Differential" is the amount by which interest at the rate applicable to the fixed term chosen by the Borrower exceeds interest at the Credit Union's reinvestment interest rate for the term remaining at the time of prepayment as determined by the Credit Union.

"Year" means a one-year period commencing on the interest adjustment date or an anniversary thereof and ending on the day prior to the next anniversary of the interest adjustment date.

Fixed Interest Rate:

On any business day of any month, the Borrower will be entitled to prepay, without notice or penalty, to a maximum of Twenty percent (20%) per year of the original Principal Amount (but not less than One Hundred (\$100) Dollars and not the full outstanding Principal Balance), without charge (the "20% Allowance"). This privilege is non-cumulative from year to year and if not used in one year, cannot be carried forward for use in a later year. Proceeds from the sale or re-finance of the Property cannot be used towards the 20% Allowance. In

addition, once per year, the Borrower will be entitled to increase the Principal and Interest Payment Amount, so long as the total of all such increases over the Term is not greater than 20% of the Principal and Interest Payment Amount specified in the most recent Mortgage, Lending or Renewal Agreement. If the Principal and Interest Payment Amount is increased, the Borrower may decrease it at a later date to an amount not less than the Principal and Interest Payment Amount set out in the most recent Mortgage, Lending or Renewal Agreement.

The Borrower may, if not in default, prepay the balance owing on payment of the greater of three months' interest calculated on the document interest rate (the annual rate of interest, calculated daily) or the Interest Differential on the amount prepaid. If the Borrower has exercised a partial prepayment right pursuant to paragraph 1 within the five (5) business days prior to full payment, the Borrower must pay an added prepayment charge of the greater of three months' interest calculated on the document interest rate (the annual rate of interest, calculated daily) or the Interest Differential on the amount of the partial prepayment.

ACCEPTANCE:

Acceptance of this Amending Credit Facility Letter provides full and sufficient acknowledgement that the Credit Union has no obligation to advance any funds under this agreement and if, in the opinion of the Credit Union, any material adverse change in risk occurs, the approved credit facility may be withdrawn or cancelled at the sole discretion of the Credit Union.

This Amending Credit Facility Letter may be signed by the Credit Union and the Borrower and Guarantors in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document.

In the discretion of the Credit Union, this Amending Credit Facility Letter may also be transmitted by facsimile or by other electronic means and if so signed and transmitted, this Agreement shall be for all purposes as if the Credit Union and the Borrower and Guarantors had delivered an executed original Amending Credit Facility Letter.

Your acceptance of this letter will constitute authority for the Credit Union to prepare any necessary security or other documentation required. This amendment commitment is not assignable without the prior written consent of the Credit Union.

We hereby acknowledge and accept the credit facilities based on the terms and conditions outlined in the Credit Facility Letter stated above and this Amending Credit Facility letter.

This Amending Credit Facility Letter shall expire if not accepted by **June 4, 2021**.

Yours truly,

Servus Credit Union Ltd.

Per: 
John McLellan
Senior Relationship Manager

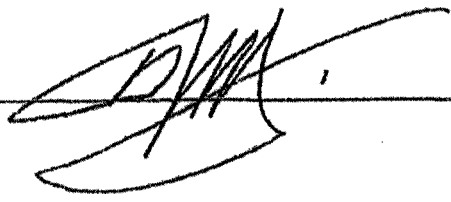
Per: _____



Accepted this 25 day of MAY, 2021.

BORROWER(S):

Chateau Inn Ltd.

Per:  _____

Per: _____



This is **Exhibit "G"** referred to in the Affidavit of Ed Christenson,
sworn before me this 13th day of April, 2023



A Commissioner for Oaths in and for Alberta

**SPENCER NORRIS
BARRISTER & SOLICITOR**

September 29, 2021

Private & Confidential

Amending Credit Facility Letter to:
Chateau Inn Ltd.
Attention: Bert Messier
5027 Lakeshore Drive
Sylvan Lake, Alberta T4S 1R2
T: 403-887-7788

Provided by:
Servus Credit Union Ltd
C/O: John McLellan
4415 50 Street
Innisfail, Alberta T4G 1P3
T: 587-484-0384
E: John.McLellan@servus.ca
W: Servus.ca

Dear Sir:

RE: Amending Credit Facility Letter to Credit Facility Letter(s) dated June 15, 2020 and Amending Credit Facility Letter(s) dated February 23, 2021

Servus Credit Union Ltd. (the "Credit Union") advises that the following amendment(s) to your credit facilities has/have been approved on the terms and conditions below. **All other terms and conditions of the Credit Facility Letter(s) stated above including all security and guarantees provided therein remain unchanged except as amended by this Amending Credit Facility Letter.**

In consideration of the Credit Union providing or continuing to provide credit facilities and if you agree with these terms please sign this letter in the space provided below under the heading "Acceptance" and return it to the Credit Union, Attention: John McLellan.

REVISED CREDIT FACILITIES

1. \$6,547,847.41 (approx.) Mortgage Facility #12032124 - 1

Interest Rate: An annual rate of interest of 6.60%, fixed, calculated daily and payable monthly in arrears.

Repayment Terms: Repayable with interest instalments on the principal balance outstanding from time to time based on a fixed rate of interest of 6.60% per annum, calculated daily and payable monthly commencing October 10, 2021, for a term of 6 months with a Term expiring on March 10, 2022, remaining amortization over a 24 years period.

Prepayment Privileges:

Definitions:

"Interest Differential" is the amount by which interest at the rate applicable to the fixed term chosen by the Borrower exceeds interest at the Credit Union's reinvestment interest rate for the term remaining at the time of prepayment as determined by the Credit Union.

"Year" means a one-year period commencing on the Interest adjustment date or an anniversary thereof and ending on the day prior to the next anniversary of the Interest adjustment date.

- a. Fixed Interest Rate:

On any business day of any month, the Borrower will be entitled to prepay, without notice or penalty, to a maximum of Twenty percent (20%) per year of the original Principal Amount (but not less than One Hundred (\$100) Dollars and not the full outstanding Principal Balance), without charge (the "20% Allowance"). This privilege is non-cumulative from year to year and if not used in one year, cannot be carried forward for use in a later year. Proceeds from the sale or re-finance of the Property cannot be used towards the 20% Allowance. In addition, once per year, the Borrower will be entitled to increase the Principal and Interest Payment Amount, so long as the total of all such increases over the Term is not greater than 20% of the Principal and Interest Payment Amount specified in the most recent Mortgage, Lending or Renewal Agreement. If the Principal and Interest Payment Amount is increased, the Borrower may decrease it at a later date to an amount not less than the Principal and Interest Payment Amount set out in the most recent Mortgage, Lending or Renewal Agreement.



The Borrower may, if not in default, prepay the balance owing on payment of the greater of three months' interest calculated on the document interest rate (the annual rate of interest, calculated daily) or the Interest Differential on the amount prepaid. If the Borrower has exercised a partial prepayment right pursuant to paragraph 1 within the five (5) business days prior to full payment, the Borrower must pay an added prepayment charge of the greater of three months' interest calculated on the document interest rate (the annual rate of interest, calculated daily) or the Interest Differential on the amount of the partial prepayment.

ACCEPTANCE:

Acceptance of this Amending Credit Facility Letter provides full and sufficient acknowledgement that the Credit Union has no obligation to advance any funds under this agreement and if, in the opinion of the Credit Union, any material adverse change in risk occurs, the approved credit facility may be withdrawn or cancelled at the sole discretion of the Credit Union.

This Amending Credit Facility Letter may be signed by the Credit Union and the Borrower and Guarantors in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document.

In the discretion of the Credit Union, this Amending Credit Facility Letter may also be transmitted by facsimile or by other electronic means and if so signed and transmitted, this Agreement shall be for all purposes as if the Credit Union and the Borrower and Guarantors had delivered an executed original Amending Credit Facility Letter.

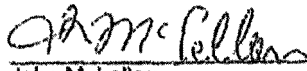
Your acceptance of this letter will constitute authority for the Credit Union to, where applicable, instruct its solicitors or First Canadian Title to prepare any necessary security or other documentation required. This amendment commitment is not assignable without the prior written consent of the Credit Union.

We hereby acknowledge and accept the credit facilities based on the terms and conditions outlined in the Credit Facility Letter(s) stated above and this Amending Credit Facility Letter.


This Amending Credit Facility Letter shall expire if not accepted by October 9, 2021.

Yours truly,

Servus Credit Union Ltd.

Per: 

John McLellan
Relationship Manager

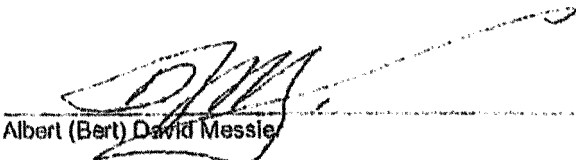
Per: 

Andrew LeBlanc
Regional Manager - Central Region

Accepted this 7 day of OCTOBER, 2021.

BORROWER(S):

Chateau Inn Ltd.

Per: 

Albert (Bert) David Messier



This is **Exhibit "H"** referred to in the Affidavit of Ed Christenson,
sworn before me this 13 day of April, 2023



A Commissioner for Oaths in and for Alberta

**SPENCER NORRIS
BARRISTER & SOLICITOR**



AUTHORIZED OVERDRAFT AGREEMENT

Borrower(s):
Chateau Inn Ltd.

Servus Credit Union Ltd. (the "Credit Union")
151 Karl Clark Road NW
Edmonton AB T6N 1H5
Member Number: **12032124**

AGREEMENT

In return for the Credit Union permitting the Borrower to overdraw the Borrower's Chequing Account the Borrower agrees to the following:

1. The maximum amount the Borrower may overdraw the Account is **\$50,000.00** ("Overdraft Limit").
2. The Credit Union may debit to the Account the amount of any cheque or withdrawal, or other item drawn on the Account and interest as provided in this agreement. The Credit Union may refuse to pay any cheque, withdrawal or any other item if the outstanding debit balance of the Account exceeds, or would after payment of such cheque, withdrawal or other item exceed, the Overdraft Limit on the date such cheque, withdrawal or other item is presented to the Credit Union for payment.
3. The Borrower will pay on demand all amounts which overdraw the Account and the Borrower will pay both before and after demand, default and judgment interest on all amounts which overdraw the Account calculated from the date each such amount is debited to the Account until the date of payment at a rate per annum equal to **3.95%** per annum above the Credit Union Prime Rate, both before and after demand, default and judgment. Overdue interest shall be compounded monthly. Interest shall be calculated daily and payable monthly. As of the date of this agreement the Credit Union Prime Rate is **3.95%** per annum and the interest rate hereunder is **7.90%** per annum.

"Credit Union Prime Rate" means the floating annual rate of interest established from time to time by the Credit Union as the base rate it will use to determine rates of interest on Canadian Dollar loans to its members and designated by the Credit Union as its Credit Union Prime Rate. A change in the Credit Union Prime Rate shall on the day of such change also vary the interest rate on the amounts which overdraw the Account in the same manner.


4. In addition to interest payable under clause 3, the Borrower agrees to pay to the Credit Union its costs of administration that relate to transactions that overdraw or increase the amount overdrawn in the Account (the "Transaction Fee") as well as those that relate to maintaining the Overdraft Limit (the "Standby Fee"). These fees may change from time to time. The current Transaction Fee and Standby Fee may be ascertained from the Credit Union. These fees may be debited to the Account and any such fees so charged will be reflected on the Borrower's periodic statement pertaining to the Account.
5. The Credit Union may charge against any other of the Borrower's accounts with the Credit Union and credit to the Account any payment that the Borrower is obligated to make to the Credit Union under this agreement.
6. The Borrower hereby pledges to the Credit Union all deposits and paid up shares which the Borrower now or may have in the Credit Union, the proceeds of which may, upon default of the Borrower's obligations contained in this agreement, be applied by the Credit Union to amounts due and owing hereunder. This pledge is in addition to any other rights of or security held by the Credit Union in regard to the Borrower's obligations hereunder.
7. In order to further secure the Borrower's obligations hereunder the Borrower agrees to grant to the Credit Union the following security:


Any such security as the Credit Union may require from time to time.

8. If the Borrower fails to make any payment in accordance with this agreement, or if the Borrower fails to do anything the Borrower is required to do under this agreement, or if the Borrower dies, becomes subject to or takes advantage of any law relating to bankruptcy or insolvency or for the relief of debtors or upon attachment, execution or levy against the Borrower or its property, then the Credit Union shall have no further obligation to pay any cheques or withdrawals which overdraw the Account or increase an overdraft in the Account and at the option of the Credit Union any outstanding debit balance in the Account shall, without limiting any other of the Credit Union's rights, become immediately due and payable without notice or demand.
9. Either the Credit Union or the Borrower may terminate this agreement forthwith by giving written notice to the other, but no termination will relieve the Borrower of any obligation the Borrower has to the Credit Union under this agreement until the Borrower has paid to the Credit Union the outstanding debt balance of the Account in full.
10. If more than one person has signed this agreement, the obligations of those persons is joint and several. The Credit Union is authorized to pay any cheques or withdrawals on the Account which overdraw the Account or increase an overdraft in the Account signed by any person who has signed this agreement.
11. This agreement shall be governed by the laws of the Province of Alberta whose courts shall have non-exclusive jurisdiction in regard to matters pertaining hereto and to whose jurisdiction the Borrower does attorn for such purposes. The Borrower agrees to pay to the Credit Union all costs including legal fees it incurs in enforcing its rights under this agreement on a solicitor and his own client indemnity basis.
12. The Borrower acknowledges receiving a copy of this Agreement.

SIGNED at SYLVAN LAKE, ALBERTA this
26 day of APRIL, 2019.

Chateau Inn Ltd.


Credit Union Officer

per: 

per: _____

This is **Exhibit "I"** referred to in the Affidavit of Ed Christenson,
sworn before me this 13 day of April, 2023



A Commissioner for Oaths in and for Alberta
SPENCER NORRIS
BARRISTER & SOLICITOR

GUARANTEE AND POSTPONEMENT (UNLIMITED)

Servus Credit Union Ltd.
151 Karl Clark Road NW
Edmonton AB T6N 1H5

TO: SERVUS CREDIT UNION LTD. (the "Credit Union")

1. In consideration of the Credit Union dealing with **Chateau Inn Ltd.** (hereinafter referred to as the "Borrower"), the undersigned and each of them, if more than one, hereby jointly and severally guarantee payment to the Credit Union of all present and future debts and liabilities (direct or indirect, absolute or contingent, matured or otherwise), now or at any time and from time to time hereafter due or owing to the Credit Union by the Borrower, whether incurred by the Borrower alone or jointly with any corporation, person or persons, or otherwise howsoever, including all costs (and in respect of legal costs on a solicitor and his own client indemnity basis) and disbursements incurred by the Credit Union in recovering or attempting to recover the said debts and liabilities from the Borrower including the enforcement of any security held by the Credit Union therefor plus (i) interest thereon (such interest to be calculated daily and compounded monthly), or on so much thereof as may be outstanding from time to time, from the date of demand of payment until paid, at the rate(s) agreed upon, between the Credit Union and the Borrower, and (ii) legal costs incurred by the Credit Union in enforcing and obtaining payment under this guarantee including the enforcement of any security held by the Credit Union therefore on a solicitor and his own client indemnity basis (the "Legal Costs").
2. In this guarantee, the word "Guarantor" shall mean the undersigned and if there is more than one, it shall mean each of them.
3. This guarantee shall not be affected by the death or loss or diminution of capacity of the Borrower or of the Guarantor or by any change in the name of the Borrower or in the membership of the firm of the Borrower through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, or by the acquisition of the business of the Borrower by a corporation, firm or person, or by any change whatsoever in the objects, capital structure or constitution of the Borrower, or by the Borrower or the business of the Borrower being amalgamated with a firm or corporation but shall, notwithstanding the happening of any such event, continue to exist and apply to the full extent as if such event has not happened. The Guarantor agrees to monitor changes in the financial position of the Borrower and hereby releases the Credit Union from any liability resulting therefrom.
4. All monies, advances, renewals and credits borrowed or obtained by the Borrower from the Credit Union shall be deemed to form a part of the debts and liabilities, notwithstanding any lack or limitation of status or of power, incapacity or disability of the Borrower or of the directors, partners or agents thereof, or that the Borrower may not be a legal or suable entity, or any irregularity, defect or informality in the borrowing or obtaining or such monies, advances, renewals or credits, whether known to the Credit Union or not; or whether known to the Guarantor or not; and any sum which may not be recoverable from the Guarantor on the basis of a guarantee shall be recoverable from the Guarantor as sole and principal debtor in respect thereof and shall be paid to the Credit Union on demand with interest and Legal Costs on a solicitor and client indemnity basis as herein provided.
5. This guarantee shall continue and be enforceable notwithstanding any amalgamation of the Credit Union with any other Credit Union(s), financial institutions(s) or other corporation(s), and any further amalgamation, in which event this guarantee shall also extend to all debts and liabilities then or thereafter owed by the Borrower to the amalgamated entity. Furthermore, all security, real or personal, moveable or immovable, which has been or will be given by the Guarantor of the said debts and liabilities shall be valid in the hands of the Credit Union, as well as its successors and assigns.
6. It is further agreed that this shall be a continuing guarantee, and shall cover and secure any ultimate balance owing to the Credit Union.
7. This guarantee shall bind the Guarantor and the Guarantor's heirs, executors, administrators, legal representatives, successors, and assigns until termination thereof by notice in writing to the manager of the branch of the Credit Union at which the account of the Borrower is kept, but such termination by any of the Guarantors or their respective heirs, executors, administrators, legal representatives, successors or assigns shall not prevent the continuance of the liability hereunder of any other Guarantor. Such termination shall apply only to those debts or liabilities of the Borrower incurred or arising after ninety days after receipt of the notice by the Credit Union, but not in respect of any prior debts or liabilities, matured or not. The notice of termination shall have no effect on those debts or liabilities incurred more than ninety days after receipt of said notice which result or will result from express or implied commitments made prior to the ninetieth day after receipt of the notice.
8. This guarantee will not be diminished or modified on account of any act on the part of the Credit Union which would prevent subrogation from operating in favor of the Guarantor. It is further agreed

that the Credit Union, without exonerating in whole or in part the Guarantor, may grant time, renewals, extensions, indulgences, releases and discharges to, may take security from, and give up or release any or part of the security held, may abstain from taking, perfecting, registering or renewing security or from realizing on security, may accept compositions and otherwise deal with the Borrower and with any other person or persons, including any of the Guarantors, and dispose of any security held by the Credit Union as it may see fit, and that all dividends and monies received by the Credit Union from the Borrower or from any other person, capable of being applied by the Credit Union in reduction of the debts and liabilities hereby guaranteed, shall be considered for all purposes as payment in gross which the Credit Union shall have the right to apply as it may see fit, not being bound by the law of imputation, and the Credit Union shall be entitled to prove against the estate of the Borrower upon any insolvency or winding up, in respect of the whole said debts and liabilities. The Guarantor shall have no right to be subrogated to the Credit Union until the Credit Union shall have received payment in full of its claims against the Borrower with interest and legal costs on a solicitor and client indemnity basis.

9. If any circumstances arise necessitating the Credit Union to file its claim against the estate of the Borrower and to value its security, it will be entitled to place such valuation as the Credit Union may in its discretion see fit, and the filing of such claim and the valuation of its security shall in no way prejudice or restrict its rights against the Guarantor.
10. The Credit Union shall not be obligated to exhaust its recourse against the Borrower or other persons or security it may hold before being entitled to payment from the Guarantor of each and every of the debts and liabilities hereby guaranteed and it shall not be obliged to offer or deliver its security before its whole claim has been paid. The Guarantor waives all benefits of discussion and division.
11. All indebtedness and liability, present and future, of the Borrower to the Guarantor are hereby assigned to the Credit Union and postponed to the present and future debts and liabilities of the Borrower to the Credit Union. All monies received from the Borrower or on the Borrower's behalf by the Guarantor shall be held as agent, mandatary and trustee for the Credit Union and shall be paid over to the Credit Union forthwith. This provision will remain in full force and effect, notwithstanding the termination of this guarantee pursuant to the provisions of paragraph 7 in which event it will terminate when the debts and liabilities of the Borrower to the Credit Union covered by this guarantee pursuant to paragraph 7 hereof have been paid in full.
12. This guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given, at any time held by the Credit Union, and without prejudice to any other security by whomsoever given held at any time by the Credit Union and the Credit Union shall be under no obligation to marshal in favour of the Guarantor any such security or any of the funds or assets the Credit Union may be entitled to receive or have a claim upon.
13. The Guarantor shall be bound by any account settled between the Credit Union and the Borrower and, if no such account has been so settled, any account stated by the Credit Union shall be accepted by the Guarantor as conclusive evidence of the amount which at the date of the account so stated is due by the Borrower to the Credit Union.
14. The Guarantor shall make payment to the Credit Union of the Guarantor's liability hereunder forthwith after demand therefor is made in writing. Such demand shall be deemed to have been effectually made when an envelope containing it addressed to the Guarantor's last address known to the Credit Union is deposited postage prepaid in the Post Office. The liability of the Guarantor shall bear interest from the date of such demand at the rate or rates then applicable to the debts and liabilities of the Borrower to the Credit Union.
15. For better certainty, and in addition to any limitations of the liability of the Guarantor hereunder, the Guarantor upon the demand of the Credit Union shall pay to the Credit Union all Legal Costs.
16. This guarantee and agreement shall be operative and binding upon every signatory hereto and notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Credit Union shall be conclusive evidence against the Guarantor that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any condition has been complied with. None of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein. The liability of the Guarantor hereunder begins on the date of the Guarantor's signature on this guarantee.
17. This guarantee shall be binding upon the undersigned and each of them, and if more than one, then jointly and severally between them and also upon the heirs, executors, administrators, successors, and assigns of the Guarantor and will extend to and enure to the benefit of the successors and assigns of the Credit Union. Each and every provision hereof is severable and should any provision hereof be illegal or not enforceable for any reason whatsoever, such illegality or invalidity shall not affect the other provisions hereof which shall remain in force and be binding on the Guarantor.
18. The Guarantor acknowledges having read and taken cognizance of this guarantee before signing it and declares that the Guarantor understands perfectly the terms, conditions and undertakings contained herein.


19. This guarantee shall be construed in accordance with the laws of the Province of Alberta and the Guarantor agrees that any legal suit, action or proceeding arising out of or relating to this guarantee may be instituted in the courts of such province, and the Guarantor hereby accepts and irrevocably submits to the jurisdiction of the said courts, and acknowledges their competence and agrees to be bound by any judgement thereof, provided that nothing herein shall limit the Credit Union's right to bring proceedings against the Guarantor elsewhere.

20. The Guarantor acknowledges and agrees that this guarantee is in addition to and not in substitution for any other guarantee(s) that any of the undersigned (alone or jointly with any other person) may have granted to the Credit Union in respect of the Borrower's obligations and liability of the Borrower to the Credit Union or to the Credit Union and any other person(s). This guarantee shall remain in full force and effect until all debts and obligations hereby secured have been irrevocably and indefeasibly paid and released.

AS WITNESS the hands and seals of the Guarantor(s), at Red Deer
Alberta this 5 day of May, 2017.

SIGNED, SEALED AND DELIVERED

Beca International Ltd.

per: 
per: _____

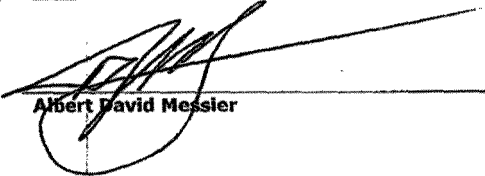
GUARANTEE CERTIFICATE

TO: Servus Credit Union Ltd.
151 Karl Clark Road NW
Edmonton AB T6N 1H5

I, ALBERT MESSIER, being the Director of **Beca International Ltd.** (the "Corporation") refer to the guarantee (the "Guarantee") dated the 5 day of May, 2017 given by the Corporation to the Credit Union for the debts and liabilities of **Chateau Inn Ltd.** and hereby certify that:

- a) the Corporation is aware of S.45 of the Business Corporation Act (Alberta) (the "Act"); and
- b) to the extent required by S.45(3) of the Act the Corporation either has given, or will within the time period required by S.45(3) of the Act be giving, the notice(s) required by S.45(3) of the Act.
- a) the Corporation is aware of S.42 of the Business Corporation Act (Saskatchewan) (the "Act"); and
- b) to the extent required by S.42 of the Act the Corporation either has given, or will within the time period required by S.42 of the Act be giving, the notice(s) required by S.42 of the Act.

Dated this 5 day of May, 2017.


Albert David Messier

RESOLUTION OF THE DIRECTORS TO GRANT UNLIMITED GUARANTEE

(With or Without Security)

Name of Corporation: **Beca International Ltd.**

WHEREAS it is deemed expedient and in the best interest of the **Beca International Ltd.** (the "Guarantor") that it lend assistance to **Chateau Inn Ltd.** (the "Borrower") in connection with its borrowing, both present and future, from Servus Credit Union Ltd. (the "Credit Union");

AND WHEREAS the Guarantor has complied in all respects with all requirements, legislative or otherwise, with respect to the provision of financial assistance by the Guarantor;

NOW THEREFORE BE IT RESOLVED:

1. THAT the Guarantor does guarantee payment to the Credit Union of all present and future debts and liabilities, including interest at any time owing by the Borrower to the Credit Union, and, that the liability of the Guarantor shall be unlimited together with interest from the date of demand for payment as provided for in the Guarantee and Postponement of Claim.
2. THAT the Guarantor do further secure the Credit Union by postponing all debts, claims and liabilities both present and future, of the Guarantor against the Borrower to the debts, claims and liabilities of the Borrower to the Credit Union.
3. THAT the Guarantor shall secure its obligations under the Guarantee and Postponement of Claim by granting to and in favour of the Credit Union the following security that shall be deemed to form part of the Guarantee and Postponement of Claim: any such security as the Credit Union may require from time to time.
4. THAT the Guarantor approves the Guarantee and Postponement of Claim in the format presented by the Credit Union a copy of which has been reviewed and approved by the directors of the Guarantor and the same is hereby approved as containing the correct statement of terms and conditions upon which the said guarantee and postponement are to be made. The Guarantee and Postponement of Claim may be executed by any officer of the Guarantor under seal or otherwise and their execution shall be conclusive evidence of such approval.

CERTIFIED to be a true copy of a resolution duly passed by the directors of the Guarantor, which resolution is as of the date hereof in full force and effect.

Dated this 5 day of May, 2017.


Secretary

C/S



CERTIFICATE OF NON-RESTRICTION

Member Number: **12032124**

TO: Servus Credit Union Ltd. (herein called the "Credit Union")

I, the undersigned, Authorized Signing Officer of **Beca International Ltd.** hereby certify that there are no provision in the articles or by-laws of the Corporation or in any unanimous shareholder agreement relating to the Corporation which restrict, limit or regulate in any way:

- (i) the powers of the directors of the Corporation to borrow moneys upon the credit of the Corporation and to issue, reissue, sell or pledge debt obligations of the Corporation, and to give a guarantee on behalf of the Corporation to secure performance of an obligation of any person, and to mortgage, hypothecate, pledge or otherwise create a security interest in all or any of the property of the Corporation, present and future as security for all or any moneys borrowed by the Corporation from the Credit Union or any other liability of the Corporation to the said Credit Union, or
- (ii) the power, capacity or authority of the directors of the Corporation to delegate to a director, a committee of directors, or an officer, the exercise from time to time of any of the said powers for, and in the name of the Corporation.

This certificate shall remain in force and be binding upon the Corporation as regards the Credit Union until a certificate repealing or replacing this certificate shall have been received by the said Credit Union.

SIGNED at Red Deer, Alberta this 5 day of May, 2017.


Authorized Signing Officer

Servus Credit Union Ltd.
151 Karl Clark Road NW
Edmonton AB T6N 1H5

May 4, 2017

Schinton Ming Manning LLP
4943 - 50th Street
Red Deer, Alberta

Attention: Brett Bothwell

RE: Ability of Corporation to Issue a Corporate Guarantee

Please provide our office with confirmation that **Beca International Ltd.** is at this time able to issue to Servus Credit Union Ltd. an unlimited Corporate Guarantee and Postponement.

By acknowledging this letter you are confirming you have reviewed the Articles/Minute Book of the Corporation to ensure there are no restrictions in the Corporation's bylaws restricting the granting of a guarantee. In addition, all necessary steps have been taken by the officers/directors of the Corporation to enable the granting of the guarantee, that the guarantee has been properly executed, and that the Corporation is in good standing at Corporate Registry.

If there is any reason why the above noted Corporation may not issue a Corporate Guarantee and Postponement, please contact the undersigned.

Thank you for your attention in this matter.

Yours truly,

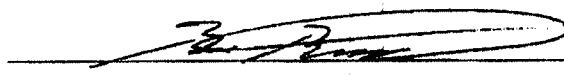
Servus Credit Union Ltd.

Per:



Andrew LeBlanc
Regional Manager Business Banking I

Beca International Ltd. can at this time issue an unlimited Corporate Guarantee and Postponement to Servus Credit Union Ltd.



Barrister & Solicitor

BRETT A. BOTHWELL
Barrister & Solicitor



**CERTIFICATE OF AUTHORIZED SIGNING AUTHORITIES OF
Beca International Ltd.**

I, the undersigned secretary of **Beca International Ltd.** (the "Corporation"), hereby certify that as of the date hereof:

- a) The directors of the Corporation are:
Albert David Messier

- b) The officers of the Corporation are:

Name
Albert David Messier

Title
President

Certified to be correct this 5 day of May, 2017.

Secretary

This is **Exhibit "J"** referred to in the Affidavit of Ed Christenson,
sworn before me this 13 day of April, 2023



A Commissioner for Oaths in and for Alberta

**SPENCER NORRIS
BARRISTER & SOLICITOR**

GUARANTEE AND POSTPONEMENT (LIMITED)

Servus Credit Union Ltd.
151 Karl Clark Road NW
Edmonton AB T6N 1H5

TO: SERVUS CREDIT UNION LTD. (the "Credit Union")

1. In consideration of the Credit Union dealing with **Chateau Inn Ltd.** (hereinafter referred to as the "Borrower"), the undersigned and each of them, if more than one, hereby jointly and severally guarantee payment to the Credit Union of all present and future debts and liabilities (direct or indirect, absolute or contingent, matured or otherwise), now or at any time and from time to time hereafter due or owing to the Credit Union by the Borrower, whether incurred by the Borrower alone or jointly with any corporation, person or persons, or otherwise howsoever, including all costs (and in respect of legal costs on a solicitor and his own client indemnity basis) and disbursements incurred by the Credit Union in recovering or attempting to recover the said debts and liabilities from the Borrower including the enforcement of any security held by the Credit Union therefor. Provided, however, that the liability of the undersigned, and of each of the undersigned herein, is limited to **Three Million Nine Hundred Thousand dollars (\$3,900,000.00)** plus (i) interest thereon (such interest to be calculated daily and compounded monthly) , or on so much thereof as may be outstanding from time to time, from the date of demand of payment until paid, at the rate(s) agreed upon, between the Credit Union and the Borrower, and (ii) legal costs incurred by the Credit Union in enforcing and obtaining payment under this guarantee including the enforcement of any security held by the Credit Union therefore on a solicitor and his own client indemnity basis (the "Legal Costs").
2. In this guarantee, the word "Guarantor" shall mean the undersigned and if there is more than one, it shall mean each of them.
3. This guarantee shall not be affected by the death or loss or diminution of capacity of the Borrower or of the Guarantor or by any change in the name of the Borrower or in the membership of the firm of the Borrower through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, or by the acquisition of the business of the Borrower by a corporation, firm or person, or by any change whatsoever in the objects, capital structure or constitution of the Borrower, or by the Borrower or the business of the Borrower being amalgamated with a firm or corporation but shall, notwithstanding the happening of any such event, continue to exist and apply to the full extent as if such event has not happened. The Guarantor agrees to monitor changes in the financial position of the Borrower and hereby releases the Credit Union from any liability resulting therefrom.
4. All monies, advances, renewals and credits borrowed or obtained by the Borrower from the Credit Union shall be deemed to form a part of the debts and liabilities, notwithstanding any lack or limitation of status or of power, incapacity or disability of the Borrower or of the directors, partners or agents thereof, or that the Borrower may not be a legal or suable entity, or any irregularity, defect or informality in the borrowing or obtaining of such monies, advances, renewals or credits, whether known to the Credit Union or not; or whether known to the Guarantor or not; and any sum which may not be recoverable from the Guarantor on the basis of a guarantee shall be recoverable from the Guarantor as sole and principal debtor in respect thereof and shall be paid to the Credit Union on demand with interest and Legal Costs on a solicitor and client indemnity basis as herein provided.
5. This guarantee shall continue and be enforceable notwithstanding any amalgamation of the Credit Union with any other Credit Union(s), financial institutions(s) or other corporation(s), and any further amalgamation, in which event this guarantee shall also extend to all debts and liabilities then or thereafter owed by the Borrower to the amalgamated entity. Furthermore, all security, real or personal, moveable or immovable, which has been or will be given by the Guarantor of the said debts and liabilities shall be valid in the hands of the Credit Union, as well as its successors and assigns.
6. It is further agreed that this shall be a continuing guarantee, and shall cover and secure any ultimate balance owing to the Credit Union.
7. This guarantee shall bind the Guarantor and the Guarantor's heirs, executors, administrators, legal representatives, successors, and assigns until termination thereof by notice in writing to the manager of the branch of the Credit Union at which the account of the Borrower is kept, but such termination by any of the Guarantors or their respective heirs, executors, administrators, legal representatives, successors or assigns shall not prevent the continuance of the liability hereunder of any other Guarantor. Such termination shall apply only to those debts or liabilities of the Borrower incurred or arising after ninety days after receipt of the notice by the Credit Union, but not in respect of any prior debts or liabilities, matured or not. The notice of termination shall have no effect on those debts or liabilities incurred more than ninety days after receipt of said notice which result or will result from express or implied commitments made prior to the ninetieth day after receipt of the notice.

8. This guarantee will not be diminished or modified on account of any act on the part of the Credit Union which would prevent subrogation from operating in favor of the Guarantor. It is further agreed that the Credit Union, without exonerating in whole or in part the Guarantor, may grant time, renewals, extensions, indulgences, releases and discharges to, may take security from, and give up or release any or part of the security held, may abstain from taking, perfecting, registering or renewing security or from realizing on security, may accept compositions and otherwise deal with the Borrower and with any other person or persons, including any of the Guarantors, and dispose of any security held by the Credit Union as it may see fit, and that all dividends and monies received by the Credit Union from the Borrower or from any other person, capable of being applied by the Credit Union in reduction of the debts and liabilities hereby guaranteed, shall be considered for all purposes as payment in gross which the Credit Union shall have the right to apply as it may see fit, not being bound by the law of imputation, and the Credit Union shall be entitled to prove against the estate of the Borrower upon any insolvency or winding up, in respect of the whole said debts and liabilities. The Guarantor shall have no right to be subrogated to the Credit Union until the Credit Union shall have received payment in full of its claims against the Borrower with interest and legal costs on a solicitor and client indemnity basis.
9. If any circumstances arise necessitating the Credit Union to file its claim against the estate of the Borrower and to value its security, it will be entitled to place such valuation as the Credit Union may in its discretion see fit, and the filing of such claim and the valuation of its security shall in no way prejudice or restrict its rights against the Guarantor.
10. The Credit Union shall not be obligated to exhaust its recourse against the Borrower or other persons or security it may hold before being entitled to payment from the Guarantor of each and every of the debts and liabilities hereby guaranteed and it shall not be obliged to offer or deliver its security before its whole claim has been paid. The Guarantor waives all benefits of discussion and division.
11. All indebtedness and liability, present and future, of the Borrower to the Guarantor are hereby assigned to the Credit Union and postponed to the present and future debts and liabilities of the Borrower to the Credit Union. All monies received from the Borrower or on the Borrower's behalf by the Guarantor shall be held as agent, mandatary and trustee for the Credit Union and shall be paid over to the Credit Union forthwith. This provision will remain in full force and effect, notwithstanding the termination of this guarantee pursuant to the provisions of paragraph 7 in which event it will terminate when the debts and liabilities of the Borrower to the Credit Union covered by this guarantee pursuant to paragraph 7 hereof have been paid in full.
12. This guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given, at any time held by the Credit Union, and without prejudice to any other security by whomsoever given held at any time by the Credit Union and the Credit Union shall be under no obligation to marshal in favour of the Guarantor any such security or any of the funds or assets the Credit Union may be entitled to receive or have a claim upon.
13. The Guarantor shall be bound by any account settled between the Credit Union and the Borrower and, if no such account has been so settled, any account stated by the Credit Union shall be accepted by the Guarantor as conclusive evidence of the amount which at the date of the account so stated is due by the Borrower to the Credit Union.
14. The Guarantor shall make payment to the Credit Union of the Guarantor's liability hereunder forthwith after demand therefor is made in writing. Such demand shall be deemed to have been effectually made when an envelope containing it addressed to the Guarantor's last address known to the Credit Union is deposited postage prepaid in the Post Office. The liability of the Guarantor shall bear interest from the date of such demand at the rate or rates then applicable to the debts and liabilities of the Borrower to the Credit Union.
15. For better certainty, and in addition to any limitations of the liability of the Guarantor hereunder, the Guarantor upon the demand of the Credit Union shall pay to the Credit Union all Legal Costs.
16. This guarantee and agreement shall be operative and binding upon every signatory hereto and notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Credit Union shall be conclusive evidence against the Guarantor that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any condition has been complied with. None of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein. The liability of the Guarantor hereunder begins on the date of the Guarantor's signature on this guarantee.
17. This guarantee shall be binding upon the undersigned and each of them, and if more than one, then jointly and severally between them and also upon the heirs, executors, administrators, successors, and assigns of the Guarantor and will extend to and enure to the benefit of the successors and assigns of the Credit Union. Each and every provision hereof is severable and should any provision hereof be illegal or not enforceable for any reason whatsoever, such illegality or invalidity shall not affect the other provisions hereof which shall remain in force and be binding on the Guarantor.

18. The Guarantor acknowledges having read and taken cognizance of this guarantee before signing it and declares that the Guarantor understands perfectly the terms, conditions and undertakings contained herein.
19. This guarantee shall be construed in accordance with the laws of the Province of Alberta and the Guarantor agrees that any legal suit, action or proceeding arising out of or relating to this guarantee may be instituted in the courts of such province, and the Guarantor hereby accepts and irrevocably submits to the jurisdiction of the said courts, and acknowledges their competence and agrees to be bound by any judgement thereof, provided that nothing herein shall limit the Credit Union's right to bring proceedings against the Guarantor elsewhere.
20. The Guarantor acknowledges and agrees that this guarantee is in addition to and not in substitution for any other guarantee(s) that any of the undersigned (alone or jointly with any other person) may have granted to the Credit Union in respect of the Borrower's obligations and liability of the Borrower to the Credit Union or to the Credit Union and any other person(s). This guarantee shall remain in full force and effect until all debts and obligations hereby secured have been irrevocably and indefeasibly paid and released.

AS WITNESS the hands and seals of the Guarantor(s), at Red Deer,
Alberta this 11 day of February, 2015.

SIGNED, SEALED AND DELIVERED



Albert Messier

CERTIFICATE OF NOTARY PUBLIC

I HEREBY CERTIFY THAT:

1. Albert Messier, of Sylvan Lake, in the Province of Alberta, the Guarantor (or one of the Guarantors) in the guarantee dated the 11 day of February, 2015 made between Albert Messier and the Credit Union named in the Guarantee and Postponement to which this certificate is attached or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee.
2. I satisfied myself by examination of him/her that he/she is aware of the contents of the guarantee and understands it.

GIVEN at Red Deer, Alberta, this 11 day of February, 2015 under my hand and seal of office.


A Notary Public in and for the Province of Alberta

BRETT BOTHWELL ^{AB}
Student-at-Law

STATEMENT OF GUARANTOR

I am the person named in this certificate.


Albert Messier

NOTE: A separate Certificate must be completed for each individual Guarantor.

This is **Exhibit “K”** referred to in the Affidavit of Ed Christenson,
sworn before me this 13 day of April, 2023



A Commissioner for Oaths in and for Alberta

**SPENCER NORRIS
BARRISTER & SOLICITOR**



GENERAL SECURITY AGREEMENT (AB)

Borrower(s):
Chateau Inn Ltd.
1, 5100 Lakeshore Drive
Sylvan Lake, Alberta T4S 2L7

Servus Credit Union Ltd. (the "Credit Union")
151 Karl Clark Road NW
Edmonton AB T6N 1H5
Member Number: **12032124**
Loan Number: **ALL**

1. DEFINITIONS

- (a) All capitalized terms used in this agreement ("Agreement") including any schedules ("Schedules") annexed hereto shall, except where defined herein, be interpreted pursuant to their respective meanings when used in the Personal Property Security Act of Alberta in force at the date of this Agreement ("PPSA") or the Security Transfer Act ("STA") of Alberta in force at the date of this Agreement.
- (b) In this Agreement:
- (i) "Account Debtor" means a debtor of the Debtor on an Intangible, Chattel Paper or Account, or any obligor of the Debtor on an instrument;
 - (ii) "Agreed Rate" means the rate of interest payable under the document(s) evidencing the Indebtedness and in the event that such document(s) bear different rates of interest the "Agreed Rate" shall mean the highest of such interest rates;
 - (iii) "Consumer Goods" means those goods that are used or acquired by the Debtor for use primarily for his personal, family or household purposes;
 - (iv) "Debtor" means the "Borrower(s)";
 - (v) "Encumbrances" means any Security Interests, mortgages, liens, claims, charges and other encumbrances affecting the Collateral including Permitted Encumbrances but excluding the Security Interest created hereby;
 - (vi) "Permitted Encumbrances" means any Encumbrances which are described in Schedule "B" and any others approved in writing by the Credit Union prior to their creation or assumption; and
 - (vii) "Receiver" includes a Receiver-Manager.

2. SECURITY INTEREST

- (a) For value received, the Debtor hereby grants to the Credit Union, by way of a mortgage, charge and assignment a security interest in and to all of the following property as hereinafter described and all Proceeds of such property (herein collectively called the "Collateral"):

GENERAL

All of the property, real and personal, of whatsoever nature and kind and wheresoever situated, now or hereafter owned or acquired by or on behalf of the Debtor or in which the Debtor now has or hereafter acquires any right, title or interest, both present and future, including, without limiting the generality of the foregoing, the following:

- (i) the property described in Schedule "A";
- (ii) all parts, accessories, attachments, accessions, additions or increases to the property;
- (iii) all substitutions for or replacements of the property;

- (iv) all Proceeds of the property; and
- (v) all deeds, documents, writings, papers and books relating to or being records of the property.

SPECIFIC

- (i) the property described in Schedule "A" (herein called the "Described Property");
- (ii) all parts, accessories, attachments, accessions, additions or increases to the Described Property;
- (iii) all substitutions for or replacements of the Described Property;
- (iv) all Proceeds of the Described Property; and
- (v) all deeds, documents, writings, papers and books relating to or being records of the Described Property.

(any mark in a box in this paragraph 2(a) will indicate which of the above sub-paragraphs are to apply. If no box is checked, then the paragraph entitled General will apply.)

- (b) Any reference to "Collateral" shall, unless its context otherwise requires, be deemed a reference to "Collateral or any part thereof".
- (c) The Security Interest granted hereby shall not extend or apply to and the Collateral shall not include the last day of the term of any lease or agreement therefor but upon the enforcement of the Security Interest the Debtor shall stand possessed of such last day in trust to assign the same to any person acquiring such term.

3. INDEBTEDNESS SECURED

The Security Interest granted hereby secures payment of any and all obligations, indebtedness and liabilities of the Debtor to the Credit Union whether present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever incurred and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether the Debtor is bound alone or with another or others and whether as principal or surety (hereinafter collectively called the "Indebtedness").

4. DEBTOR'S REPRESENTATIONS AND WARRANTIES

The Debtor represents and warrants and so long as this Agreement remains in effect continuously represents and warrants that:

- (a) the Collateral is genuine and owned by the Debtor free of all Encumbrances except Permitted Encumbrances;
- (b) each Account, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same and the amount represented by the Debtor to the Credit Union from time to time as owing by each Account Debtor is the correct amount actually and unconditionally owing by such Account Debtor;
- (c) there is no litigation, proceeding or dispute pending or to the knowledge of the Debtor threatened against or affecting the Debtor or the Collateral, the adverse determination of which might materially and adversely affect the Debtor's financial condition or impair the Debtor's ability to perform its obligations hereunder;
- (d) the name(s) of the Debtor is(are) accurately and fully set out above, and the Debtor is not known by any other name(s); and
- (e) there is no provision in any agreement to which the Debtor is a party, nor to the knowledge of the Debtor is there any statute, rule or regulation, or any judgment, decree or order of any court binding on the Debtor, which would be contravened by the execution and delivery of this Agreement.

5. DEBTOR'S COVENANTS

The Debtor covenants and agrees:

- (a) to defend the Collateral (except Collateral dealt with as permitted by clause 7 hereof) against the claims and demands of all other parties claiming the same or an interest therein;
- (b) to keep the Collateral free from all Encumbrances except Permitted Encumbrances;
- (c) subject to clause 7 hereof, not to sell, exchange, transfer, assign, lease or otherwise dispose of Collateral or any interest therein without the prior written consent of the Credit Union;
- (d) to notify the Credit Union promptly of:
 - (i) any change in the information contained herein or in the Schedules relating to the Debtor, the Debtor's name, the Debtor's business or Collateral;
 - (ii) the details of any significant acquisition of Collateral or any right, title or interest in Collateral;
 - (iii) the details of any claims or litigation affecting the Debtor or Collateral;
 - (iv) any loss or damage to Collateral;
 - (v) any default by any Account Debtor in payment or other performance of his obligations with respect to Collateral; and
 - (vi) the return to or repossession by the Debtor of Collateral;
- (e) to keep the Collateral in good order, condition and repair and not to use 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;
- (f) to pay all taxes, rates, levies, assessments and other charges of every nature which may be lawfully levied, assessed or imposed against or in respect of the Debtor or Collateral as and when the same become due and payable;
- (g) to punctually make all payments and perform all obligations in any lease by the Debtor and under any agreement charging property of the Debtor;
- (h) to prevent Collateral from being or becoming a Fixture or an Accession to other property that is not Collateral;
- (i) to carry on and conduct the business of the Debtor in a proper and efficient manner so as to protect and preserve the Collateral and to keep, in accordance with generally accepted accounting principles, consistently applied, proper books of account for the Debtor's business as well as accurate and complete records concerning the Collateral;
- (j) to deliver to the Credit Union from time to time promptly upon request:
 - (i) any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to the Collateral;
 - (ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to the Collateral for the purpose of inspecting, auditing or copying the same;
 - (iii) all financial statements prepared by or for the Debtor regarding the Debtor's business;
 - (iv) all policies and certificates of insurance relating to the Collateral; and
 - (v) such information concerning the Collateral, the Debtor and the Debtor's business and affairs as the Credit Union may reasonably request;

- (k) not to remove any of the Collateral from the Provinces of Alberta/Saskatchewan without the prior written consent of the Credit Union;
- (l) in the event the value of the Collateral shall be materially reduced, to immediately reduce the amount of the Indebtedness by an amount determined by the Credit Union;
- (m) if the Collateral includes crops and livestock, in addition to the Debtor's other obligations regarding Collateral:
 - (i) to do all acts which may be necessary to attend to, care for, raise and fatten the livestock and to grow, cultivate, spray, irrigate, cut, harvest, pick, clean, preserve and protect the crops, all according to the most approved methods of farming husbandry and to keep the farm(s) on which the Collateral is located free of noxious weeds and grasses, and maintain the present buildings and improvements on the said farm(s) in good condition and repair;
 - (ii) to provide suitable range, pasture and feed for all livestock and care for and protect them from disease, damage, injury, death, destruction by weather, wild animals, theft or other cause;
 - (iii) to pay, when due, all obligations incurred for labour or material or otherwise in the care or feeding or shearing of such livestock; and
 - (iv) at the request of the Credit Union, to deliver to the Credit Union the Debtor's Canadian Wheat Board producer's permit book or similar documentation and to assign to the Credit Union all of the Debtor's rights thereunder, and
- (n) to permit the Credit Union, by its officers or authorized agents, at any time, and from time to time, as often as the Credit Union in its sole discretion may determine, to enter the premises owned or occupied by the Debtor for the purpose of inspecting the Collateral and the operation of the Debtor's business.

6. INSURANCE

The Debtor shall insure and keep insured against loss or damage by fire or other insurable hazards the Collateral to the extent of its full insurable value, and shall maintain such other insurance as the Credit Union may reasonably require. The loss under the policies of insurance shall be made payable to the Credit Union as its interest may appear and the insurance shall be written by an insurance company approved by the Credit Union in terms satisfactory to the Credit Union and the debtor shall provide the Credit Union with copies of the same. The Debtor shall pay all premiums and other sums of money necessary for such insurance as they become due and deliver to the Credit Union proof of said payment, and shall not allow anything to be done by which the policies may become vitiated. Upon the happening of any loss or damage the Debtor shall furnish at its expense all necessary proofs and shall do all necessary acts to enable the Credit Union to obtain payment of the insurance monies.

7. DEALING WITH COLLATERAL

The Debtor shall not sell, exchange, transfer, assign, lease or otherwise dispose of that Collateral described in Schedule "A" except with the prior written consent of the Credit Union which consent may be arbitrarily withheld. Until but not after Default the Debtor may deal with Collateral, other than that Collateral described in Schedule "A", in the ordinary course of the Debtor's business in any manner not inconsistent with the provisions of this Agreement, provided that the Debtor may only sell, exchange, transfer, assign, lease or otherwise dispose of such Collateral for fair value on commercially reasonable terms and provided that all cash Proceeds therefrom are immediately deposited with the Credit Union.

8. COLLATERAL IN POSSESSION OF CREDIT UNION, RECEIVER OR CIVIL ENFORCEMENT AGENT

If Collateral is at any time in the possession of the Credit Union, a Receiver or Civil Enforcement Agent, the Credit Union, Receiver or Civil Enforcement Agent in possession, as the case may be:

- (a) shall not be required to take any steps to preserve any rights against other parties to any Chattel Paper, Security, or Instrument constituting Collateral;

- (b) shall not be required to keep the Collateral identifiable; and
- (c) may use the Collateral in any manner and to any extent the Credit Union in its sole discretion, deems advisable.

9. SECURITIES

If the Collateral at any time includes Securities, the Debtor authorizes the Credit Union to transfer the same or any part thereof into its own name or that of its nominee(s) so that the Credit Union or its nominee(s) may appear of record as the sole owner thereof; provided that, until Default, the Credit Union shall promptly deliver to the Debtor all notices or other communications received by it or its nominee(s) as such registered owner and, upon demand and receipt of payment of any necessary expenses thereof, shall issue to the Debtor or its order a proxy to vote and take all action with respect to such Securities. After Default, the Debtor waives all rights to receive any notices or communications received by the Credit Union or its nominee(s) as such registered owner and agrees that no proxy issued by the Credit Union to the Debtor or its order as aforesaid shall thereafter be effective. The Debtor also will take whatever steps as the Credit Union may require to enable the Credit Union to obtain and maintain control of any Investment Property, including but not limited to arranging for any issuer of uncertified securities, securities intermediary or futures intermediary to enter into an agreement satisfactory to the Credit Union or any agent appointed by the Credit Union to enable the Credit Union or such agent to obtain and maintain control including, without limitation, Credential Securities Inc.

10. COLLECTION FROM ACCOUNT DEBTORS

Before or after Default, the Credit Union may notify any Account Debtor of this Security Interest and may direct such Account Debtor to make all payments to the Credit Union. The Debtor acknowledges that any payments on or other Proceeds of the Collateral received by the Debtor from any Account Debtor, whether before or after notice of this Security Interest is given to such Account Debtor and whether before or after Default, shall be received and held by the Debtor in trust for the Credit Union and shall be turned over to the Credit Union upon request. The Debtor agrees that it will not commingle any Proceeds of or payments on the Collateral with any of the Debtor's funds or property, but will hold them separate and apart.

11. OTHER TERMS

This Agreement includes the terms, if any, which are contained in Schedule "C".

12. APPLICATION OF MONIES

All Monies collected or received by the Credit Union pursuant to or in exercise of any right it possesses with respect to the Collateral shall be applied on account of the Indebtedness in such manner as the Credit Union may in its sole discretion determine or, at the option of the Credit Union, may be held unappropriated in a collateral account or released to the Debtor, all without prejudice to the liability of the Debtor or the rights of the Credit Union hereunder, and any surplus shall be accounted for as required by law.

13. DEFAULT

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

- (a) nonpayment when due, whether by acceleration, demand or otherwise, of any amount forming part of the indebtedness;
- (b) failure of the Debtor to observe or perform any term contained in this Agreement or in any other agreement between the Debtor and the Credit Union;
- (c) declaration of incompetency by a court of competent jurisdiction or death of an individual Debtor or an individual partner of a partnership Debtor;
- (d) bankruptcy or insolvency of the Debtor; filing against the Debtor of a petition in bankruptcy; making of an assignment for the benefit of creditors by the Debtor; appointment of a Receiver or trustee for the Debtor or for any property of the Debtor or institution by or against the Debtor of any proposal, plan of arrangement or other type of insolvency proceeding under the Bankruptcy Act or otherwise;

- (e) institution by or against the Debtor of any formal or informal proceeding for the dissolution or liquidation of, settlement of claims against, or winding up of the affairs of the Debtor;
- (f) any of the Encumbrances becomes enforceable;
- (g) the Debtor ceases or threatens to cease to carry on business or makes or agrees to make a bulk sale of assets or commits or threatens to commit an act of bankruptcy;
- (h) any execution, sequestration, extent or other process of any court becomes enforceable against the Debtor or if a distress or analogous process is levied upon the property of the Debtor or any part thereof;
- (i) any certificate, statement, representation, warranty or audit report heretofore or hereafter furnished by or on behalf of the Debtor pursuant to or in connection with this Agreement, or otherwise (including, without limitation, the representations and warranties contained herein) or as an inducement to the Credit Union to extend any credit to or to enter into this or any other agreement with the Debtor, is false in any material respect at the time as of which the facts therein set forth were stated or certified, or omits any substantial contingent or unliquidated liability or claim against the Debtor; or if upon the date of execution of this Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty or audit report, which change shall not have been disclosed to the Credit Union at or prior to the time of such execution;
- (j) any of the licenses, permits, quota or approvals granted by any government or any governmental authority and essential to the business of the Debtor is withdrawn, cancelled or significantly altered;
- (k) at any time, there is a material adverse change in the financial condition of the Debtor; or
- (l) the Credit Union considers that it is insecure, or that the prospect of payment or performance by the Debtor of the Indebtedness is or is about to be impaired, or that the Collateral is or is about to be placed in jeopardy.

14. ACCELERATION

In the event of Default, the Credit Union, in its sole discretion, may without demand or notice of any kind, declare all or any of the Indebtedness which is not by its terms payable on demand, to be immediately due and payable. This clause does not apply to or affect any of the Indebtedness payable on demand.

15. REMEDIES

On Default:

- (a) the Credit Union may enforce this Agreement by any method provided for in this Agreement, in the PPSA, the STA or as otherwise permitted by law or in equity, and, without limitation, may dispose of Collateral by lease or deferred payment;
- (b) the Credit Union may seize or otherwise take possession of the Collateral or any part thereof and sell the same by public or private sale at such price and upon such terms as the Credit Union in its sole discretion may determine and the proceeds of such sale less all costs, charges and expenses of the Credit Union (including costs as between a solicitor and his own client on a full indemnity basis) shall be applied on the Indebtedness and the surplus, if any, shall be disposed of according to law;
- (c) the Credit Union may take proceedings in any court of competent jurisdiction for the appointment of a Receiver;
- (d) the Credit Union may appoint by instrument any person or persons to be a Receiver of any Collateral, and may remove any person so appointed and appoint another in his stead;
- (e) unless otherwise restricted by his appointment, any Receiver shall have the power:
 - (i) to take possession of any Collateral and for that purpose to take any proceedings, in the name of the Debtor or otherwise;

- (ii) to carry on or concur in carrying on the business of the Debtor;
 - (iii) to sell or lease any Collateral;
 - (iv) to make any arrangement or compromise which he may think expedient in the interest of the Credit Union;
 - (v) to pay all liabilities and expenses connected with the Collateral, including the cost of insurance and payment of taxes or other costs, charges or expenses incurred in obtaining, maintaining possession of and preserving the Collateral, and the same shall be added to the Indebtedness and secured by the Collateral;
 - (vi) to hold as additional security any increase or profits resulting from the Collateral;
 - (vii) to exercise all rights and remedies that the Credit Union may have under this Agreement, the PPSA, the STA or otherwise at law or in equity;
 - (viii) with the written consent of the Credit Union, to borrow money for the purpose of carrying on the business of the Debtor or for maintenance of the Collateral or any part thereof or for other purposes approved by the Credit Union, and any amount so borrowed together with interest thereon shall form a charge upon the Collateral in priority to the Security Interest created by this Agreement; and
 - (ix) to do any other act or thing as may be considered to be incidental or conducive to any of the matters and powers aforesaid;
- (f) the Debtor hereby appoints each Receiver appointed by the Credit Union to be its attorney to effect a sale or lease of any Collateral and any deed, lease, agreement or other document signed by a Receiver pursuant to this power of attorney shall have the same effect as if it had been executed by the Debtor;
 - (g) a Receiver appointed by the Credit Union shall be deemed to be the agent of the Debtor, and the Debtor shall be solely responsible for his acts or defaults and for his remuneration and expenses, and the Credit Union shall not be in any way responsible for any misconduct or negligence on the part of any Receiver;
 - (h) all monies received by the Receiver after providing for payment of all costs, charges and expenses of or incidental to the exercise of any of the powers of the Receiver shall be paid to the Credit Union and applied on account of the Indebtedness;
 - (i) the Credit Union may enter upon, use and occupy all premises owned or occupied by the Debtor wherein the Collateral may be situate;
 - (j) before, during or after realizing on the Collateral, the Credit Union may recover and enforce judgment against the Debtor for the Indebtedness and all costs, charges and expenses reasonably incurred by the Credit Union (including, without limitation, costs as between a solicitor and his own client on a full indemnity basis) in recovering or enforcing judgment against the Debtor; and
 - (k) the Credit Union may, but shall not be bound to, realize on the Collateral.

16. DEFICIENCY

If the Credit Union realizes on the Collateral and the realization is not sufficient to satisfy all the Indebtedness, the Debtor acknowledges and agrees that the Debtor shall continue to be liable for any Indebtedness remaining outstanding and the Credit Union shall be entitled to pursue full payment thereof.

17. COSTS AND EXPENSES

- (a) Upon the Debtor's failure to perform any of its obligations under this Agreement then the Credit Union may, but shall not be obligated to perform the same and in the event of performance thereof by the Credit Union the Debtor shall pay to the Credit Union forthwith upon written demand therefor an amount equal to all costs, charges and expenses incurred by the Credit Union in performing the

Debtor's obligations plus interest thereon at the Agreed Rate from the date such costs, charges and expenses are incurred by the Credit Union until paid by the Debtor.

- (b) The Debtor shall pay all costs, charges and expenses reasonably incurred by the Credit Union or any Receiver appointed by it (including, but without restricting the generality of the foregoing, costs as between a solicitor and his own client on a full indemnity basis), in preparing, registering financing statements regarding or enforcing this Agreement, inspecting, taking custody of, preserving, repairing, maintaining, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting the Indebtedness and all such costs, charges and expenses together with any monies owing as a result of any borrowing by any Receiver appointed by the Credit Union shall be a first charge on the proceeds of realization, collection or disposition of Collateral and shall be secured hereby. Such costs, charges and expenses shall bear interest at the Agreed Rate from the date the same were incurred to the date of payment by the Debtor.
- (c) the Credit Union may pay or satisfy any Encumbrances or pay any sum necessary to clear title to any Collateral, and the Debtor agrees to repay the same on demand, plus interest thereon at the Agreed Rate.
- (d) All amounts paid by the Credit Union pursuant to this clause together with interest thereon at the Agreed Rate shall form part of the Indebtedness and be secured hereby.

18. SET OFF

Without limiting any other right the Credit Union may have, the Credit Union may, in its sole discretion at any time and without notice, set off any and all amounts owed to the Debtor by the Credit Union in any capacity and, whether or not due, against any and all Indebtedness including any contingent or non-matured Indebtedness and Indebtedness as principal or guarantor.

19. FURTHER ASSURANCES

The Debtor agrees to execute and deliver to the Credit Union such further assurances, conveyances and supplemental deeds as may be necessary to properly carry out the intention of this Agreement, as determined by the Credit Union, or as may be required by the Credit Union from time to time.

20. NOTICE

Any notice or demand required or permitted to be made or given by the Credit Union to the Debtor may be validly served by leaving the same with, or by mailing the same by prepaid registered mail to, the Debtor at his address as set out herein (or at such other address as the Debtor may in writing notify the Credit Union of as the Debtor's address for service under this Agreement) or by leaving such notice with any officer or director of the Debtor as shown on the records of the Credit Union, and in the case of mailing such notice or demand shall be deemed to have been received on the third business day following the date of mailing.

21. GENERAL

- (a) The Credit Union may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with the Debtor, Account Debtors, sureties and others and with Collateral and other security as the Credit Union may see fit without prejudice to the liability of the Debtor or the Credit Union's right to hold and realize upon the Security Interest. The Credit Union may demand, collect and sue on Collateral in either the Debtor's or the Credit Union's name and may endorse the Debtor's name on any and all cheques, commercial paper, and any other instruments pertaining to or constituting Collateral. The Credit Union shall not be liable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease or otherwise dispose of Collateral or to initiate any proceedings for such purposes.
- (b) No delay or omission by the Credit Union in exercising any right or remedy hereunder or with respect to any Indebtedness shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. The Credit Union may remedy any Default by the Debtor

hereunder in any manner without waiving the Default remedied and without waiving any other prior or subsequent Default by the Debtor. All rights and remedies of the Credit Union granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.

- (c) The Debtor waives protest of any Instrument constituting Collateral at any time held by the Credit Union in which the Debtor is in any way liable and notice of any other action taken by the Credit Union.
- (d) This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. In any action brought by an assignee of this Agreement and the Security Interest or any part thereof to enforce any rights hereunder, the Debtor shall not assert against the assignee any claim or defence which the Debtor now has or hereafter may have against the Credit Union.
- (e) If more than one Debtor executes this Agreement the obligations of such Debtors hereunder shall be joint and several.
- (f) No modification, variation or amendment of any term of this Agreement shall be binding or effective unless made by written agreement, executed by the Debtor and the Credit Union and no waiver of any term hereof shall be binding or effective unless in writing.
- (g) This Agreement is in addition to and not in substitution for any other agreements, securities or Security Interests now or hereafter held by the Credit Union and all such other agreements, securities and Security Interests shall remain in full force and effect.
- (h) The headings used in this Agreement are for convenience only and are not to be considered part of this Agreement and do not in any way limit, explain or amplify the terms of this Agreement.
- (i) When the context so requires, the singular shall be read as if the plural were expressed and vice versa and the terms hereof shall be read with all grammatical changes necessary dependent upon the person referred to being a male, female, partnership or corporation or entity.
- (j) In the event any terms of this Agreement, as amended from time to time, shall be deemed invalid, void or unenforceable, in whole or in part, by any court of competent jurisdiction, the remaining terms of this Agreement shall remain in full force and effect.
- (k) Nothing herein contained shall in any way obligate the Credit Union to grant, continue, renew or extend time for payment of the Indebtedness.

22. ATTACHMENT

- (a) Subject to subclause (b), the Security Interest created hereby is intended to attach to the Collateral when this Agreement is executed by the Debtor and delivered to the Credit Union.
- (b) With respect to that Collateral acquired by the Debtor after the date this Agreement is executed and delivered to the Credit Union, the Security Interest created hereby in such Collateral is intended to attach at the same time as the Debtor acquires rights in such Collateral.

23. DISCLOSING INFORMATION

This Agreement and any information pertaining thereto or to the Indebtedness may be disclosed by the Credit Union as required by the PPSA.

24. GOVERNING LAW AND JURISDICTION

This Agreement shall be interpreted in accordance with the laws of the Province of Alberta, and the Debtor irrevocably agrees that any suit or proceeding with respect to any matters arising out of or in connection with this Agreement may be brought in the courts of the Province of Alberta or in any court of competent jurisdiction, as the Credit Union may elect, and the Debtor agrees to attorn to the same.

If the Debtor is a corporation, *The Limitation of Civil Rights Act* of the Province of Saskatchewan shall have no application to this Agreement or to any agreement or instrument renewing or extending or collateral to this Agreement or to the rights, powers or remedies of the Credit Union under this Agreement.

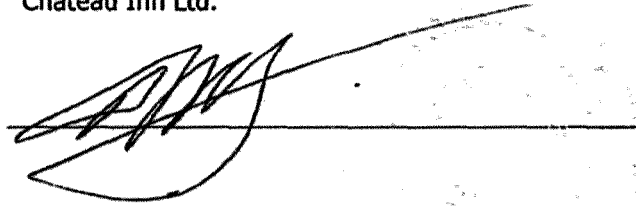
25. COPY OF AGREEMENT

Debtor acknowledges receipt of a copy of this Agreement and waives any right it may have to receive a Financing Statement or Financing Change Statement relating to it or any verification statement issued with respect thereto where such waiver is not otherwise prohibited by law.

IN WITNESS WHEREOF the Debtor has hereunto executed this Agreement this 11 day of February, 2015, at Red Deer, Alberta.

Chateau Inn Ltd.

per:



per:

Full address of Debtor:


1, 5100 Lakshore Drive
Sylvan Lake, Alberta T4S 2L7

SCHEDULE "A"
(DESCRIBED PROPERTY)

Note : All motor vehicles, trailers, mobile homes, designated manufactured homes, boats, tractors and combines must be described by year, make, model and manufacturer serial number (aircraft registered in Canada must be described by their Canadian call numbers designated by Transport Canada)

Year	Make	Model	Serial Number
-------------	-------------	--------------	----------------------

This is **Exhibit "L"** referred to in the Affidavit of Ed Christenson,
sworn before me this 13 day of April, 2023



A Commissioner for Oaths in and for Alberta
SPENCER NORRIS
BARRISTER & SOLICITOR

Search ID #: Z15935368

Transmitting Party

MILLER THOMSON LLP
Attention: Accounts Payable
2700, 10155 102 STREET
EDMONTON, AB T5J 4G8

Party Code: 50000066
Phone #: 780 429 1751
Reference #: 0138667.0314 RTR

Search ID #: Z15935368

Date of Search: 2023-Mar-13

Time of Search: 15:38:15

Business Debtor Search For:

CHATEAU INN LTD.

Both Exact and Inexact Result(s) Found

NOTE:

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



Search ID #: Z15935368

Business Debtor Search For:

CHATEAU INN LTD.

Search ID #: Z15935368

Date of Search: 2023-Mar-13

Time of Search: 15:38:15

Registration Number: 15012724980

Registration Date: 2015-Jan-27

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2026-Jan-27 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status
Current

1 CHATEAU INN LTD.
1, 5100 LAKESHORE DRIVE
SYLVAN LAKE, AB T4S 2L7

Secured Party / Parties

Block

Status
Current

1 SERVUS CREDIT UNION LTD.
151 KARL CLARK ROAD NW
EDMONTON, AB T6N 1H5

Collateral: General

Block

Description

Status

1 All present and after-acquired personal property.

Current

Search ID #: Z15935368

Business Debtor Search For:

CHATEAU INN LTD.

Search ID #: Z15935368

Date of Search: 2023-Mar-13

Time of Search: 15:38:15

Registration Number: 15042109313

Registration Date: 2015-Apr-21

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2031-Apr-21 23:59:59

Exact Match on: Debtor No: 1

Amendments to Registration

19081401272

Amendment

2019-Aug-14

20011054275

Amendment

2020-Jan-10

Debtor(s)

Block

1 CHATEAU INN LTD.
5027 LAKESHORE DRIVE
SYLVAN LAKE, AB T4S 2L7

Status
Current

Secured Party / Parties

Block

1 AGRICULTURE FINANCIAL SERVICES CORPORATION
4910 - 52 STREET
CAMROSE, AB T4V 2V4
Phone #: 780 679 1350 Fax #: 780 679 1394

Status
Deleted by
19081401272

Block

2 AGRICULTURE FINANCIAL SERVICES CORPORATION
5718 56 AVENUE
LACOMBE, AB T4L 1B1
Phone #: 403 786 2683 Fax #: 403 782 8362
Email: LoanCompliance.SpecialAccounts@afsc.ca

Status
Deleted by
20011054275

Search ID #: Z15935368

Block

3 AGRICULTURE FINANCIAL SERVICES CORPORATION S001943
5718 56 AVENUE
LACOMBE, AB T4L 1B1
Phone #: 403 786 2683 Fax #: 403 782 8362
Email: loancompliance.PPR@afsc.ca

Status

Current by
20011054275

Collateral: General

Block

Description

1 ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY

Status

Current

Search ID #: Z15935368

Note:

The following is a list of matches closely approximating your Search Criteria,
which is included for your convenience and protection.

Debtor Name / Address

CHEETAH SYSTEMS LTD
124 SHAWBROOKE CLOSE SW
CALGARY, AB T2Y 3A6

Reg.#

18100236364

SECURITY AGREEMENT

Result Complete

This is **Exhibit "M"** referred to in the Affidavit of Ed Christenson,
sworn before me this 13 day of April, 2023



A Commissioner for Oaths in and for Alberta
SPENCER NORRIS
BARRISTER & SOLICITOR

MORTGAGE TERMS – COMMERCIAL & AGRICULTURAL (AB)

1. MORTGAGOR(S) (as described on title):

Chateau Inn Ltd.

1, 5100 Lakshore Drive

Sylvan Lake, Alberta T4S 2L7

2. LAND(S) (legal description as described on title):

Plan 5569KS

Block A

Lots 7 to 9 Inclusive

Excepting Thereout All Mines and Minerals

3. MORTGAGEE (including address):

Servus Credit Union Ltd.
151 Karl Clark Road NW
Edmonton AB T6N 1H5

4. THE FOLLOWING FORM PART OF THIS MORTGAGE:

- (a) Those Standard Form Mortgage Terms filed at the Land Titles Office (Alberta) as registration number 142064607 (the "Standard Terms").
- (b) Those terms contained in Schedule(s) _____, _____, and _____ attached hereto.
- (c) Those deletions from or amendments or additions to the Standard Terms as may be set out in Schedule _____ hereto, if any.

Unless otherwise specified, "Mortgage" means and includes the terms, provisions, covenants, conditions and other provisions of these Mortgage Terms, the Standard Terms and any Schedules attached hereto as referred to in Clause 4 of these Mortgage Terms.

5. PAYMENT TERMS: Payable in full on demand.

6. MAXIMUM INDEBTEDNESS SECURED: **\$12,000,000.00.**

7. INTEREST RATE: Interest on the outstanding principal sum is payable at the variable prime lending rate of the Credit Union for Canadian dollar loans announced from time to time, plus 10% per year, calculated on a daily basis and payable monthly, following demand, default and/or judgment with interest calculated and payable on overdue interest.

8. MORTGAGOR'S COVENANTS:

- (a) I (We) am (are) the registered owner(s) of the Land(s) being mortgaged by this Mortgage.
- (b) I (We) promise and covenant to pay the Maximum Principal Secured, interest and other charges and money secured by the Mortgage and to be bound by all the terms of this Mortgage and the All Purpose Lending Agreement as herein defined.
- (c) I (We) hereby mortgage and charge all my (our) estate, interest and title in the Land(s) in accordance with the terms of this Mortgage for the purposes of securing all my (our) obligations herein including the payment of the Maximum Principal Secured, interest and all other amounts secured by the Mortgage.
- (d) I (We) understand and acknowledge that this Mortgage consists of these Mortgage Terms, the Standard Terms as well as any Schedule(s) annexed hereto.
- (e) I (We) hereby acknowledge receipt of a copy of this Mortgage including any Schedule(s) annexed hereto as well as the Standard Terms.
- (f) I (We) acknowledge and agree that in the event these Mortgage Terms have been executed by more than one Mortgagor then the obligations and liability under this Mortgage are the joint and several liability and obligations of each Mortgagor.

Executed this 11 day of February, 2015 by the Mortgagor(s) at
Red Deer in the Province of Alberta.

Witness

Witness

Chateau Inn Ltd.

per: _____


per: _____

C/S

This is **Exhibit "N"** referred to in the Affidavit of Ed Christenson,
sworn before me this 13 day of April, 2023

A handwritten signature in black ink, appearing to read 'Spencer Norris', written over a horizontal line.

A Commissioner for Oaths in and for Alberta

**SPENCER NORRIS
BARRISTER & SOLICITOR**

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

142064607

ORDER NUMBER: 32801398

ADVISORY

This electronic image is a reproduction of the original document registered at the Land Titles Office. Please compare the registration number on this coversheet with that on the attached document to ensure that you have received the correct document. Note that Land Titles Staff are not permitted to interpret the contents of this document.

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

STANDARD MORTGAGE TERMS

LAND TITLES REGISTRATION FILING NO.:

The following set of Standard Mortgage Terms are included in every Mortgage (the "Mortgage") which refers to this set of terms by its filing number as provided in Section 113.2(2) of the *Land Titles Act*, RSA 2000, c.L.-4, as amended.

In this set of Standard Mortgage Terms, "Mortgage" means and includes the Mortgage and all attached schedules, and this set of Standard Mortgage Terms all as the same may from time to time be amended, extended, renewed or replaced. "I" and "me" refer to each person who signs the Mortgage as mortgagor and their heirs, executors, administrators, successors and assigns. Where more than one person signs the Mortgage, the liability shall be joint and several. "Mortgagee" refers to the Mortgagee named in the Mortgage and its successors and assigns. "Indebtedness" means all debts and liabilities, present or future, absolute or contingent, matured or not, at any time owing by me to the Mortgagee, howsoever arising and whether incurred by me alone or with any other person or other persons and whether as guarantor or surety. "Lands" means the Land described in the Mortgage and all fixtures, buildings, improvements and other structures thereon whether now or in the future. "Lending Agreement" means the agreement creating the Indebtedness as referred to in the Mortgage, as the same may from time to time be amended, extended, renewed or replaced. The Mortgage is made pursuant to the *Land Titles Act*. If this is a CMHC insured Mortgage, it is made pursuant to the *National Housing Act*. If this is a high ratio Mortgage, it is insured by an insurer licensed to carry on business in the Province of Alberta.

I hereby covenant and agree with the Mortgagee as follows:

PAYMENT OF INDEBTEDNESS SECURED

1. I agree to pay the Indebtedness secured, including all interest, including compound interest, costs and other charges due under the Mortgage or any other agreement giving rise to such Indebtedness. Payment of such Indebtedness shall be made in accordance with the terms of any agreement giving rise to the Indebtedness.

NON-MERGER

2. THAT NEITHER this Mortgage nor the taking of a judgment on or the exercise of any remedies in respect of any of the covenants or agreements contained therein or in any instrument creating such Indebtedness shall operate as a merger of the Indebtedness or any other present or future instruments or security which the Mortgagee may hold for payment of the Indebtedness hereby secured, or of the Indebtedness itself; or in any way suspend the payment of, affect or prejudice the rights, remedies or powers, legal or equitable, which the Mortgagee may hold in connection with the Lending Agreement or any other present or future instrument or security held for payment of the Indebtedness hereby secured; or in any way prejudice or merge in any future instrument or security which may be taken by the Mortgagee by extension or renewal of or substitution for the Lending Agreement or other present or future judgment or other proceedings under the Lending Agreement, or any other present or future instrument or security representing the Indebtedness hereby secured, reduce pro tanto the amount secured or outstanding hereunder and the amount outstanding of the Lending Agreement or other instrument or security held for the Indebtedness to the extent of such payments made.

DEFAULT

3. (a) I agree that if any default shall happen to be made in any payment of Indebtedness or any other monies secured by the Mortgage or any part thereof, then, and in such event, the whole of the Indebtedness, and any other sums hereby secured shall, at the option of the Mortgagee, become due and payable as if the time herein mentioned for payment of such Indebtedness had fully come and expired. I further agree that in the event of the breach of any of the covenants in this Mortgage, the Mortgagee shall at its option be at liberty to call in forthwith the whole of the Indebtedness and other sums secured by this Mortgage and eject all persons in possession of the Lands. PROVIDED, however, and the parties hereby agree, that the powers contained in this paragraph must be actually invoked to become effective and that nothing herein shall cause any

limitation period to commence to run unless and until the Mortgagee shall actually exercise the option hereinbefore contained. It is further agreed that the issuance of a Statement of Claim shall itself be sufficient notice of the exercise, by the Mortgagee, of its option herein contained. I agree that all notices and documents may, in addition to any other means, be served on me by posting the same on the door of the Lands or by ordinary mail addressed to the last address provided by me to the Mortgagee, or by email to the email address provided by me to the Mortgagee, and the same shall be in lieu of and shall have the same effect and be taken as personal service or notice on me.

- (b) I further covenant that the Mortgagee shall not be bound to pursue action on my covenant to pay or in debt together with an action to realize upon the security created by the Mortgage, but the Mortgagee shall have the right to commence separate actions on each and every covenant, with separate action in foreclosure should it so desire. Judgment in any one action shall not operate to merge any rights of the Mortgagee to separately pursue other covenants or foreclosure action. No delay by the Mortgagee in the enforcement of any rights under the Mortgage shall in any way prejudice the rights of the Mortgagee in any way whatsoever. I shall not assert any right of set-off, counterclaim or any equities between me and the Mortgagee in any foreclosure action or action for judicial sale of the Lands, it being understood and agreed that any such claims must be advanced by me in a separate action. I agree that the Mortgagee has not acted in a fiduciary capacity toward me in regard to this Mortgage.
- (c) I agree that every certificate or affidavit by an authorized employee of the Mortgagee purporting to show the amount owing of the Indebtedness at any particular time or purporting to state the rate of any variable interest rate shall be prima facie evidence against me without the necessity of proving the authorization of the person taking such certificate.

INSURANCE

4. THAT

- (a) I shall forthwith insure and during the continuance of this Mortgage keep insured in favour of the Mortgagee, against loss or damage by fire, and as the Mortgagee may require, also insure against loss or damage by tempest, tornado, cyclone, lightning and such other risks and perils as the Mortgagee may deem expedient, each and every building on the Lands and those which may hereafter be erected thereon, both during erection and thereafter, and all chattels secured hereby, for the full insurable value thereof in lawful money of Canada.
- (b) Prior to the making of any advance by the Mortgagee, I shall forthwith assign, transfer and deliver over unto the Mortgagee a policy or policies of insurance and receipts appertaining thereto evidencing such insurance, and at least fifteen days prior to the expiry of a policy or at least five days prior to the date fixed for cancellation of a policy should notice of cancellation be given, I shall deliver to the Mortgagee evidence of renewal or replacement of any such insurance.
- (c) Every policy of insurance shall be effected in such terms and with such insurer as may be approved by the Mortgagee. The loss under each policy shall be made payable to the Mortgagee with preference in its favour over any claim of any other person and each policy shall be retained by the Mortgagee during the currency of this loan. Should an insurer at any time cease to have the approval of the Mortgagee, I shall effect such new insurance as the Mortgagee may desire.
- (d) In the event of failure on my part to execute any obligation undertaken under Clause 4 or Clause 23 (crop and hail insurance) of this Mortgage, the Mortgagee may effect such insurance as it deems proper without assuming any obligation in connection therewith and without prejudice to any other rights and remedies of the Mortgagee, and I covenant to repay to the Mortgagee all premiums paid by it, and the amount of such premiums, from the date same are actually paid by the Mortgagee, shall in the meantime be added to the Indebtedness and shall be a charge upon the Lands and shall bear interest at the interest rate.

- (e) In case of loss or damage, I shall immediately notify the Mortgagee and the Mortgagee shall have the right to apply the insurance proceeds wholly or in part in reduction of the Indebtedness secured by this Mortgage notwithstanding that no amount at such time may be due and payable under the terms of repayment, or the insurance proceeds at the Mortgagee's sole discretion may be used to meet costs of repair or reconstruction or may be paid in whole or in part to me, or to my assigns in which event the sum shall not be credited to amounts secured by the Mortgage. No damage may be repaired nor any reconstruction effected without the approval of the Mortgagee. The Mortgagee, may, at its option in case of loss or damage by fire, declare the whole amount of the Indebtedness hereby secured along with any unpaid interest to be due and payable.
- (f) AND I further agree to furnish forthwith, on the happening of such loss or damage by fire or other hazard or peril, and at my expense, all the necessary proofs of loss and to do all the acts necessary to enable the Mortgagee to obtain payment of the insurance monies.

ATTORNMENT

- 5. AND for the purpose of better securing the punctual payment of the interest on the Indebtedness, I do hereby attorn to and become tenant of the Mortgagee with respect to the Lands, at a yearly rental equivalent to the annual interest payable hereunder, to be paid in the manner and on the days and times herein appointed for the payment of the said interest. Upon payment of such rent the same shall be taken to be, and shall be, in satisfaction of the said interest; but nothing in this provision shall make the Mortgagee chargeable or accountable as Mortgagee in possession and further provided that the Mortgagee may at any time after default in payment or performance of any covenant or condition hereunder, enter into and upon the Lands, or any part thereof, and determine the tenancy hereby created without giving any notice to quit.

DISTRAINT

- 6. AND further, that if I default in payment of any part of the Indebtedness or interest or any other monies intended to be secured hereby, it shall and may be lawful for the Mortgagee, and I do hereby grant full power and license to the Mortgagee, to enter, seize and distrain upon the Lands, or any part thereof, and by distress warrant to recover by way of rent reserved, as in the case of a demise of the Lands, as much of the Indebtedness, interest and other monies as shall from time to time be or remain in arrears and unpaid, together with all costs, charges and expenses of the Mortgagee incurred as a result of such seizure or distress as in like cases of distress for rent.

POSSESSION

- 7. IT is also agreed between the Mortgagee and I that if I default in payment of the Indebtedness and interest thereon or any part thereof, then the Mortgagee shall have the right and power, and I do hereby covenant with the Mortgagee for such purpose, and do grant to the Mortgagee full license and authority for such purpose, when and so often as in its discretion it shall think fit, to enter into possession, either by itself or its agent, of the Lands, and to collect the rents and profits thereof, and to make any demise and at such rent as it shall think proper, and that any proceedings for sale or foreclosure may be taken either before or after the subject demise or lease. Nothing in the foregoing provisions shall make the Mortgagee chargeable or accountable as a Mortgagee in possession.

RECEIVER

- 8. THAT the Mortgagee shall be entitled (in addition and without prejudice to all its other rights and privileges) forthwith to apply for and obtain the appointment of a Receiver or Manager, or Receiver and Manager or Receiver-Manager (hereinafter referred to as the "Receiver") of the Lands and of the rents and profits thereof without the necessity of first exercising its right to enter into possession and every such Receiver shall be deemed as my agent. I shall be solely responsible for the acts or defaults of the Receiver and the Receiver shall have power to demand, recover and receive all the income from the Lands of which he may be appointed Receiver by action, distress or otherwise, either in the name of the Mortgagee or myself, and give effectual receipts therefor. Every such Receiver may by writing at the discretion of the Mortgagee be vested with any or all of the powers and discretions of the Mortgagee herein contained and such Receiver may complete or carry on my

business relating to the Lands or any part thereof and in so doing shall have the same powers as I would have had in carrying on the same if it had not been in default hereunder, and for such purpose, the Receiver may borrow or raise money by way of security on all or any part or parts of the Lands, either in priority to this Mortgage or otherwise, and may exercise all the powers conferred upon the Mortgagee hereby. The Receiver may be removed, and if any Receiver is removed, dies or refuses to act or becomes incapable of acting, a new Receiver may be appointed from time to time by the Mortgagee. The Mortgagee may from time to time fix the remuneration of every Receiver and may recompense every such Receiver for all disbursements properly incurred by him in carrying out his duties, and his fees and such payments shall be added to the Indebtedness and be a charge upon the Lands and shall be payable on demand and shall bear interest at the rate then in effect. The Receiver shall not be deemed to be a Mortgagee in possession and shall not be accountable except for the monies actually received and the person paying money to, or in any way dealing with, the Receiver shall not be concerned to inquire as to the authority of the Receiver to act. Subject to the retention of his remuneration and disbursements as aforesaid, the Receiver shall apply all monies received by him as the Mortgagee may from time to time at its option direct in writing, namely: in discharge of all rents, taxes, rates, assessments and outgoings whatever affecting the Lands; in payments due under any prior Mortgage or lien; in payment of any premiums for fire, or other insurance, if any, properly payable under this Mortgage, payment of which is directed or confirmed in writing by the Mortgagee; in payment of the cost of executing necessary or proper repairs to the Lands or any part thereof directed or confirmed in writing by the Mortgagee; in payment of the cost of carrying out or executing any of the powers, duties or discretions which vest in or may be vested in the Receiver by reason of the provisions contained in this clause; in payment of the interest accruing due under this Mortgage, and in or towards the discharge of the Indebtedness monies or any instalments thereof and solicitors' costs and other monies due and payable under this Mortgage, if and to the extent directed in writing by the Mortgagee; and shall pay the residue, if any, of the money received by him to the person who, but for the possession of the Receiver, would have been entitled to receive the income.

**PAYMENT OF
UTILITIES, ETC.**

9. AND it is further agreed between the Mortgagee and I that I will pay all taxes, utilities and rates, condominium levies, liens, charges, and encumbrances, which are now or may hereafter be levied or charged against the Lands, or on this Mortgage or on the Mortgagee in respect of this Mortgage and that the Mortgagee may at such time or times as it may deem it necessary, without the concurrence of any other person, make arrangements for the repairing, finishing, adding to or putting in order any building or buildings or improvements on the Lands and for managing and taking care of the Lands and may pay any such taxes, utilities and rates and any liens, condominium levies, charges or encumbrances upon the Lands, and monies for insurance, and the amount so paid or Indebtedness incurred as aforesaid by the Mortgagee, together with all costs, charges and expenses which may be incurred in connection therewith or in the taking, recovering and keeping possession of the Lands or inspecting the same (including allowances for such purpose) and generally in any other steps or proceedings, whether in Court or not, taken to protect its security or realize the monies secured by the Mortgage, or to perfect the title to the Lands, shall become part of the Indebtedness hereby secured and be a charge on the Lands in favour of the Mortgagee, and shall be payable forthwith by me, my heirs, executors, administrators, successors or assigns to the Mortgagee with interest at the interest rate from the date of payment of same by the Mortgagee, and in default, proceedings for sale or foreclosure may be taken in addition to all other remedies. In the event of the money hereby advanced, or any part thereof, being applied to the payment of any, charges or encumbrances, the Mortgagee shall stand in the position of and be entitled to all the rights and remedies, whether legal or equitable of the person or persons so paid, whether any such charges or encumbrances have or have not been cancelled from the titles respecting the Lands.

**VACANCY &
PRESERVATION**

10. AND it is further agreed between the Mortgagee and I that, in the event the Lands are vacant or apparently vacant, or in the event it would appear that there is any present or future risk of destruction or damage to the Lands, whether or not I am in default under the terms of this Mortgage, the Mortgagee shall have the right to enter

any building located upon the Lands, and shall have the right to forcibly enter if necessary, for the purpose of preserving the said building and maintaining adequate electricity and heat to the Lands. The Mortgagee shall not by such action be deemed to be a Mortgagee in possession and shall not be considered a trespasser. All of the Mortgagee's costs with respect to so protecting or preserving the Lands, or in maintaining heat or electricity, shall be added to the Indebtedness secured by the Mortgage and shall be a charge upon the Lands.

**NO MATERIAL
ALTERATIONS**

11. Except for any construction contemplated by this mortgage, I shall not make or permit to be made any additions or alterations to the Lands without the written consent of the Mortgagee being first obtained; and I shall not use the Lands or permit the Lands to be used, without the Mortgagee's written consent, for a purpose other than that disclosed to the Mortgagee in the application for this mortgage. If, with the Mortgagee's written consent, I commence work on the Lands, the following will apply:
 - (a) I will carry on diligently to completion the construction of the development, and will complete such construction in compliance with the requirements of all municipal and other governmental authorities, laws, by-laws or regulations; and, when so required by the Mortgagee, supply the Mortgagee with confirmation from any such municipal or governmental authority of such compliance and confirmation from an independent engineer or architect as may be designated by the Mortgagee that construction is being completed in accordance with such requirements; it being understood and agreed that the Mortgagee, by reason of its approval of any Plans and Specifications shall not be liable to me or any third party for the safety, adequacy, soundness or sufficiency of the development or the Plans and Specifications;
 - (b) If any part of the development remains unfinished and without any work being done for a period of ten consecutive days, the Mortgagee may enter the Lands and do all work necessary to protect such work from deterioration and to complete the construction in such manner as the Mortgagee may see fit, and any monies expended by the Mortgagee pursuant to this paragraph shall constitute part of the Indebtedness;
 - (c) The Mortgagee shall be entitled, at my expense, to inspect all aspects of the construction and make tests and materials and I will not cover any portion of the construction work requiring inspection by the Mortgagee until the Mortgagee has inspected the same and any defects in the construction or variation in construction as reported to the Mortgagee by its consultants shall be promptly corrected by me to the satisfaction of the Mortgagee;
 - (d) I will pay, or cause to be paid as soon as the same are due, all claims and demands of contractors and materialmen and all wages, salaries, holiday pay, Workers' Compensation assessments or other charges of any nature or kind (hereinafter called "Charges") which could in any circumstances constitute a lien or charge having priority over this mortgage or any future advance on this mortgage and I will from time to time, on demand, provide the Mortgagee with such books, payrolls or other records, receipts, certificates and declarations as the Mortgagee may deem necessary to satisfy itself that such Charges have been paid as soon as the same are due; and
 - (e) The Mortgagee shall not be obliged to hold back advances or any portion of advances to provide the lien fund or other protection to me under the *Builders' Lien Act of Alberta*; provided that if the Mortgagee makes a holdback in a manner similar to the way the said Act provides for an owner to make holdbacks, then notwithstanding such holdbacks by the Mortgagee, such holdbacks shall not constitute the lien fund under the said Act and the Mortgagee shall not be a mortgagee authorized by the owner to disburse money secured by a mortgage as referred to in the said Act.

PROPERTY TAXES 12. I covenant to pay when and as the same fall due all taxes, rates, condominium levies, liens, charges, encumbrances or claims which are or may be or become charges or claims against the Lands or on this Mortgage or on the Mortgagee in respect of this Mortgage; provided that in respect of municipal taxes, school taxes and local improvement rates (hereinafter referred to as "taxes") chargeable against the Lands, the Mortgagee shall have the right but not the obligation to collect said taxes in the following manner:

- (a) The Mortgagee may deduct from any advance of the monies secured by this Mortgage an amount sufficient to pay the taxes which are due or accruing due as at the date of the advance;
- (b) After the date for adjustment of interest I shall pay to the Mortgagee in monthly instalments on the dates on which instalments of Indebtedness and interest are payable under the Lending Agreement, sums estimated by the Mortgagee to be sufficient to pay the whole amount of taxes on or before the due date for payment thereof or, if such tax amount is payable in instalments, then the full amount of such taxes, on or before the due date for payment of the first instalment thereof;
- (c) Except as provided in the last preceding clause, I shall, in each and every month, pay to the Mortgagee one-twelfth of the amount (as estimated by the Mortgagee) of the taxes next becoming due and payable; and shall also pay to the Mortgagee, on demand, the amount, if any, by which the actual taxes exceed such estimated amount.

The Mortgagee agrees to apply such deduction and payments on the taxes chargeable against the Lands so long as I am not in default under any covenant, proviso or agreement contained in the Mortgage, but nothing herein contained shall obligate the Mortgagee to apply such payments on account of taxes more often than yearly. Provided, however, that if, before any sum or sums so paid to the Mortgagee shall have so been applied, there shall be default by me in respect of any payment of Indebtedness or interest as herein provided, the Mortgagee may apply such sum or sums in or towards payment of the Indebtedness and/or interest in default. I further covenant and agree to transmit to the Mortgagee the assessment notices, tax bills and other notices affecting the imposition of taxes and rates, condominium levies, liens, charges and encumbrances, forthwith after the receipt of same by me.

I further agree that I shall not be entitled to any interest on any monies paid by me to the Mortgagee on account for the taxes, rates, liens, charges, or claims above noted.

Notwithstanding the foregoing, the Mortgagee shall not be obliged to collect taxes as aforesaid and at its option may leave the payment thereof to the Mortgagee.

ATTORNEY FOR SALE

13. PROVIDED that upon default being made in payment of any of the monies hereby secured, I hereby appoint the Mortgagee attorney on my behalf and the Mortgagee shall be entitled to sell and convey the Lands without entering into possession of the same and without giving any notice to me of its intention to do so, and either before or after and subject to any demise or lease made by the Mortgagee as hereinbefore provided. Provided that any sale made under the powers hereby given may be on such terms as to credit or otherwise as shall appear to the Mortgagee most advantageous, and for such price as can be reasonably obtained therefor, and that sales may be made of any portion or portions of the Lands from time to time to satisfy any interest or any part of the Indebtedness overdue, leaving the Indebtedness balance thereof to run at interest payable as aforesaid, and the Mortgagee may make any stipulation as to the title or otherwise as the Mortgagee may deem proper, and the Mortgagee may rescind or vary any contract for sale of any of the Lands and resell without being responsible for any loss occasioned thereby, and for any of these purposes may make and execute such agreements and assurances as the Mortgagee deems necessary.

**AS A
SUBSEQUENT
MORTGAGE**

14. IN the event that this Mortgage is granted and approved by the Mortgagee as a second or other subsequent charge upon the Lands, or in the event that this Mortgage is postponed to any other mortgage or charge upon the Lands, I covenant and agree that I will well and truly pay all money accruing due under all prior mortgages and encumbrances charging the Lands, as and when the same shall become due, and that I will well and truly observe and perform my covenants as mortgagor or encumbrancer in any prior mortgage or encumbrance and in the event I default in payment of the said monies due under any prior mortgage or encumbrance or shall fail to observe or perform my covenants as mortgagor or encumbrancer in any prior mortgage or encumbrance then such default or failure shall constitute default under this Mortgage; AND FURTHER that in the event of default in payment of the monies due under any prior mortgage or encumbrance, the Mortgagee shall have the right, but not the obligation, to pay the same and any monies so paid by the Mortgagee herein shall forthwith be due and payable to the Mortgagee together with interest thereon at the rate herein mentioned, and shall be a charge upon the Lands and shall be recoverable, *inter alia*, by foreclosure proceedings along with other monies secured by this Mortgage. In the event that a prior encumbrance is a party other than the Mortgagee, then I shall not, without the consent of the Mortgagee, which consent may be unreasonably withheld, renegotiate any of the terms of the prior encumbrance in any way which would decrease the value of the Mortgagee's security, and in particular without limiting the generality of the foregoing, I will not increase the Indebtedness balance under the prior encumbrance.

PERFORMANCE

15. I shall not be entitled to a discharge of this Mortgage until and unless I have kept and performed all the covenants, provisos, agreements and stipulations herein contained, whether the Mortgagee has taken legal proceedings thereon and recovered judgment or otherwise, and I covenant with the Mortgagee that I shall and will in everything I do, perform and keep all the provisions and covenants in these presents, according to the true intent and meaning thereof.

**ADVANCE OF
MONIES**

16. AND it is further agreed between me and the Mortgagee that the said Mortgagee shall not be bound for any reason whatsoever to advance the money hereby intended to be secured nor shall the Mortgagee, in the event of advancing or having advanced a portion, be bound to advance the balance thereof.

AND further, if any portion of the Indebtedness secured by this Mortgage shall not be advanced at the date hereof the Mortgagee may advance the same in one or more sums at any future date or dates and the amount of such shall be considered and treated as having been so secured and advanced as at the date of this Mortgage. The advance in part of the Indebtedness shall not bind the Mortgagee to advance the whole of the Indebtedness or any unadvanced portion thereof, but nevertheless the charge or Mortgage by this Mortgage created shall take effect forthwith on the execution of the Mortgage.

AND further, any portion of the Indebtedness secured hereby which is repaid may be re-advanced in whole or in part at any time and any amount when re-advanced shall form part of the outstanding Indebtedness of this Mortgage and be secured hereby.

**REVOLVING
CREDIT**

17. AND it is further agreed between me and the Mortgagee for the purpose of Section 104(2) of the *Land Titles Act*, RSA 2000, c.L-4, as amended or replaced from time to time, that this Mortgage may be held by the Mortgagee as security for a revolving line of credit up to a specific sum equal to the Maximum Principal Secured as set out in the Mortgage.

THIS Mortgage shall not be void if the Indebtedness has been repaid in full. This Mortgage shall be void only when the Indebtedness has been repaid in full and the Mortgagee gives written notice that I shall not be allowed to borrow further monies and there has been performance of all covenants and conditions on my part to be performed.

FURTHER LOAN DOCUMENTS

18. AND it is further agreed between me and the Mortgagee that all advances hereunder, all re-advances and all sums advanced by revolving line of credit may be evidenced by one or more line of credit agreements, overdraft protection agreements, or other documentation howsoever described, or any combination thereof, and the amount advanced pursuant to such documentation shall, if the documentation so provides, form part of the Indebtedness secured hereby.

PARTIAL RELEASE

19. AND it is further agreed that the Mortgagee may release any part or parts of the Lands at any time in its sole discretion, either with or without any consideration therefor, without responsibility therefor and without releasing any other part of the Lands, or any collateral security, or any person from this Mortgage, and from any of the covenants herein contained or contained in any collateral security.

ACCRETION

20. AND it is hereby declared and agreed that any erection, machinery, affixed or otherwise, buildings or improvements, now or hereafter put upon the Lands shall thereupon become fixtures, and be part of the Lands and form a part of this Mortgage.

SOLICITOR COSTS ON DEFAULT

21. IN case of default being made in any of the covenants, agreements, provisos, and stipulations herein contained, and by reason of such default, the Mortgagee considers it necessary to place this Mortgage in the hands of its solicitors, then I covenant and agree with the Mortgagee to pay the full costs of the said solicitors on a solicitor and his own client basis such that the Mortgagee is to be fully indemnified for any such costs incurred. Any costs actually paid by the Mortgagee to its solicitors shall, at the time of payment, be added to the Indebtedness outstanding and shall bear interest at the interest rate and shall be a charge on the Lands.

WASTE

22. AND further that I will remain in actual personal possession of the Lands during the existence of this Mortgage, and will not permit or suffer any act of waste upon the Lands, and will during the existence of these presents well and sufficiently repair, maintain, mend and keep the buildings now or hereafter on the Lands and all fixtures and things thereunto affixed in good and substantial repair.

FARM LANDS

23. AND in case that this is a Mortgage on farm lands, I agree that I shall at the request of the Mortgagee insure the crops now or hereafter on the Lands if any of the Lands are now or shall hereafter be brought under cultivation, for the amount of their full insurance value against loss or damage by hail. I will if any part of the Lands be now under cultivation or if any part of the Lands shall hereafter during the continuance of this security be brought under cultivation, cultivate all such part or parts in the most approved husband-like manner so as to maintain the Lands in a good state of cultivation; PROVIDED, however, that I may summer-fallow in good farmer-like manner one-third of all broken acres of such cultivated Lands (if any) in any year.

MORTGAGE OF LEASE

24. If my interest in the Lands is as a lessee, sub-lessee, licensee or sub-licensee (collectively a "lessee") of the whole or any portion of the Lands pursuant to a lease:

- (a) I hereby demise, sub-lease and mortgage my interest and the lease and any renewals, extensions or replacements of the lease to the Mortgagee, by way of a sub-lease, except for the last day of the term of the lease (the "reversion") which is excepted out of the charge created by this Mortgage but which shall be deemed to be held by you in trust for the Mortgagee to be assigned or disposed of as the Mortgagee or anyone claiming through the Mortgagee may direct, and the Mortgagee shall have power on any realization to appoint a new person as Trustee of the reversion;
- (b) if the lease cannot be effectively charged without consent, any charge intended to be created by this Mortgage upon your interest in the lease shall not become effective until, but shall become effective immediately when, all consents necessary for the validity and effectiveness of such charge have been obtained or waived by all appropriate persons;
- (c) I represent to the Mortgagee that the lease is valid and in good standing, in full force and effect and unsurrendered, the Mortgagor has the right to mortgage its

interest and the lease to the Mortgagee, all rents or other amounts payable under the lease have been paid and all other obligations under the lease, whether mine or the landlords, have been performed or complied with;

- (d) I will promptly perform and observe all of the terms, covenants and conditions required to be performed and observed by it under the lease, including payment of rent and the renewing of the lease;
- (e) I shall take no action or be guilty of any default which shall or may cause the lease to be terminated or forfeited, or, without the Mortgagee's prior written consent, surrender or give any notice which would have the effect of terminating, or permitting the termination of, the lease;
- (f) I will promptly notify the Mortgagee in writing of any default or of any condition that with or without the passage of time or the giving of any notice might result in a default under, or the termination of, the lease, and I will promptly cause a copy of each notice it receives under the lease to be delivered to the Mortgagee;
- (g) in the event that I, at any time or from time to time, extend the size of the leasehold land herein or increases the size of its equity in the leasehold land or becomes registered as owner or entitled to become registered as owner of the full fee simple then the Mortgage of the leasehold land shall become enlarged to be a mortgage of the increased size of the Lands or of the increased size of the equity or of the full fee simple, as the case may be;
- (h) I will not during the continuance of this mortgage, without the Mortgagee's prior written consent, modify, alter or suffer or permit any modification or alteration of the lease and any such altered or modified lease shall be charged by this Mortgage;
- (i) I will promptly obtain from the lessor under the lease and deliver to the Mortgagee, a certificate stating that the lease is in full force and effect, is unmodified or modified as the case may be, that no notice of termination thereon has been served on me thereunder, stating the date to which the rent has been paid and stating whether or not there are any defaults thereunder and specifying the nature of such defaults, if any;
- (j) I shall not consent to the subordination of the lease to any mortgage of the interest of the lessor (or leasehold interest of the sub-lessor) thereof in the Lands; and
- (k) I will at the proper time and times take such proceedings, and make, do and execute such acts, deeds, matters and things as may be requisite for obtaining a renewal of the lease.

NON-WAIVER

25. AND it is further agreed that the waiver by the Mortgagee of one or more defaults under this Mortgage shall not be construed as a waiver of any subsequent or other default. AND it is further agreed that the foreclosure, cancellation or any other dealings with any other security for the monies advanced hereunder or secured hereby shall not release or affect this Mortgage and that the taking of this Mortgage or the foreclosure or cancellation thereof or any other dealings with, or proceedings under this Mortgage, shall not release or affect any other security held by the Mortgagee for the monies advanced or secured hereby, and shall not affect the Mortgagee's right to pursue me in debt or upon any other of the covenants in this Mortgage contained.

SOLICITOR'S FEES

26. AND it is further agreed that all fees and charges of the Mortgagee's solicitors, on a solicitor and his own client basis, incurred in connection with the preparation and registration of this Mortgage and the passing on of my title to the Lands under this Mortgage shall be paid for by me forthwith and if I make default in paying the same the Mortgagee may pay the amount of such fees and charges and add the amount so paid to the Indebtedness hereby secured and it shall thereafter be a charge on the Lands in favour of the Mortgagee and shall be repayable with interest as aforesaid at

the Interest Rate.

**GENDER AND
NUMBER**

27. AND it is further agreed that wherever the singular or masculine is used throughout this Mortgage, the plural or feminine or body corporate shall be implied wherever the context so requires. And it is further agreed that if this Mortgage is entered into and executed by more than one person then all the covenants and stipulations herein contained and implied shall apply to and be binding upon each person jointly and severally.

ASSIGNS

28. AND it is further agreed that this Mortgage and all the covenants herein shall be binding upon and enure to the benefit of the executors, administrators, successors and assigns of Mortgagee.

**TRANSFER OR
SALE OF
PROPERTY**

29. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, it is hereby understood and agreed that;

- (a) in the event of a transfer or entering into of any agreement of sale or transfer of title to the Lands, without having prior consent in writing of the Mortgagee, this Mortgage shall become immediately due and payable at the option of the Mortgagee and such option may be exercised by notice in writing sent to me by prepaid mail at the address last known to the Mortgagee. Acceptance of any payment by the Mortgagee from someone other than me will not mean that the Mortgagee consents or approves of the transfer or proposed transfer. If I am a corporation, any transfer or issue by sale, assignment, bequest, inheritance, operation of law or other disposition, or by subscription, of all or any part of my corporate shares to any person or group resulting, in the Mortgagee's opinion, in a change of control shall be deemed to be a transfer within the meaning of this paragraph;
- (b) in the event that title or possession of the Lands has been obtained by a purchaser or transferee without the prior consent in writing of the Mortgagee the aforesaid option may be exercised by notice in writing sent to the aforesaid purchaser or transferee by prepaid mail at the address of the aforesaid purchaser or transferee last known to the Mortgagee or as shown on the Certificate of Title to the Lands; and
- (c) in the event that title or possession of the Lands has been obtained by a purchaser or transferee with or without the consent in writing of the Mortgagee, all of the covenants herein shall be binding upon and enure to the benefit of the purchaser or transferee.

**COST OF
DISCHARGE**

30. IN the event of a discharge of this Mortgage I will pay all costs of discharge including legal fees (on a solicitor and his own client basis) for preparation of the discharge and the Mortgagee shall have a reasonable time to prepare and forward to me the discharge documents.

**EXTENSION OF
MORTGAGE**

31. AND it is further agreed between the Mortgagee and I that the Mortgagee may from time to time extend the time for the payment of the Indebtedness hereby secured without affecting my liability hereunder or the security hereby given and nothing but the actual payment and satisfaction of such Indebtedness shall discharge me or this Mortgage. Any extension shall be at such interest rate and upon such other terms as may be agreed upon by the parties hereto and such interest rate and such other terms shall be binding without the necessity of registering an Extension or Amending Agreement against the title to the Lands on all persons who may take an interest in the Lands subsequent to this Mortgage, notwithstanding that such interest may be at a rate of interest greater than is set out herein. And it is further agreed that if this Mortgage is entered into and executed by more than one person then any one of such persons may enter an extension of this Mortgage and the same shall be binding on all persons to the same extent as if the person signing was the agent of all such parties with express authority to act on behalf of all such parties. Except as provided herein, I and all parties liable for the Indebtedness hereby secured agree that any renewal or amendment shall not affect the liability of anyone who does not sign such agreement, and such agreement shall not be a novation unless specifically so

provided in the extension agreement. The term "Mortgage" as used herein shall include any extension.

If the Mortgagee chooses to provide me with an extension agreement, the Mortgagee may include the terms of automatic renewal proposed by the Mortgagee. I may accept such terms or such alternate terms as may be offered by the Mortgagee, but in the event I fail to return the proposed extension agreement within the time specified therein, any subsequent payment by me shall, at the option of the Mortgagee, be deemed to be an acceptance of the terms of automatic extension proposed by the Mortgagee.

- EXPROPRIATION** 32. IN the event the Lands which are the subject matter of this Mortgage are wholly or partially taken by expropriation or by the right of an eminent domain, or any similar such taking, then the following shall apply:
- (a) I shall forward to the Mortgagee a copy of any notice or documentation relating to the expropriation or taking by right of eminent domain immediately upon receipt of the said documentation;
 - (b) The entire balance of the Indebtedness and interest then outstanding shall at the option of the Mortgagee and without demand or notice become due and payable;
 - (c) I do hereby assign to the Mortgagee the full proceeds to be obtained or acquired by such taking and further assign to the Mortgagee my right to negotiate settlement on my behalf with the taking authority; and
 - (d) Agree that service of a copy of this Mortgage on the expropriating authority shall be sufficient authority for the expropriating authority to deliver proceeds to the Mortgagee in accordance with the terms of the assignment contained herein.

- CHARGE ON CHATELS** 33. I also pledge and charge to and in favour of the Mortgagee, as additional security for the Indebtedness, all fixtures and improvements, appurtenances, leasehold improvements and rights of way, whether currently at the Lands or later brought onto the Lands and I further agree not to remove these improvements or fixtures while there are any sums outstanding to the Mortgagee hereunder. All improvements now or hereafter on the Lands including, but not limiting the generality of the foregoing, all buildings, all trade fixtures, all fences, all telecommunication and telephone equipment serving the Lands, all maintenance equipment used in connection with the Lands, fences, heating, plumbing, air conditioning, ventilating, lighting and water heating equipment, cooking and refrigeration equipment, window blinds, floor coverings, storm windows and storm doors, and all apparatus and equipment appurtenant thereto are and shall, in addition to other fixtures thereon, be and become fixtures and an accession to and a part of the Lands and shall be a portion of the security for the monies hereby secured.

- CONDOMINIUMS** 34. IN the event the Lands or part of the Lands mortgaged herein is a condominium under the *Condominium Property Act* of Alberta or similar legislation, the following shall apply:
- (a) "Condominium Corporation" as used herein means the Condominium Corporation of which I am a member by virtue of the ownership by me of the condominium unit being charged by this Mortgage.
 - (b) I hereby assign, transfer and set over unto the Mortgagee without any obligation to vote and without any liability for voting or not voting, all my rights which now exist, or may hereafter come into existence, to vote at meetings of the Condominium Corporation:
 - i. In all cases in which a unanimous or special resolution is required by the *Condominium Property Act* of Alberta as amended, the bylaws of the Condominium Corporation, or any agreement with the Condominium Corporation; and

- ii. In all other cases where the Mortgagee is either not present at the meeting either in person or by proxy, or if present in person, does not wish to vote.
- (c) I do hereby covenant and agree to execute any documents which the Mortgagee may request me to execute, including, but not limited to proxies if required, in order to give effect to the assignment of the aforesaid voting rights to the Mortgagee.
- (d) I agree 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* of Alberta, all amendments hereto, and any legislation passed in substitution thereof, and
 - iii. The bylaws and regulations of the Condominium Corporation and any amendments thereto.
- (e) I further covenant and agree that where I default in my 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 this clause (e), 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 me, may deem such default a default under the terms of the Mortgage and proceed to exercise its right herein.
- (f) Upon default herein and notwithstanding any other right or action of the Condominium Corporation or the Mortgagee, the Mortgagee may distrain for arrears of any assessments, instalments or payments due to Mortgagee or arising under any of the Clauses herein contained.

**CONSTRUCTION
MORTGAGE**

35. THAT in the event that this Mortgage is a building or construction Mortgage, it is the intention of the parties hereto that:
- (a) the building or buildings being erected or to be erected on the Lands form part of the security for the full amount of the monies secured by this Mortgage;
 - (b) all advances on this Mortgage are to be made from time to time in the future in accordance with the progress of construction of such building or buildings or upon its or their completion and occupation;
 - (c) I will construct the building, buildings, and other improvements on the Lands in accordance with plans and specifications which have been or which may hereafter be approved by the Mortgagee, in accordance with applicable building codes, in accordance with the Mortgagee's construction standards, and will carry on diligently to completion the construction of the said building, buildings, and other improvements, and will complete such construction in compliance with the requirements of all municipal and other governmental authorities, laws, by-laws or regulations, and will, when so required by the Mortgagee, supply the Mortgagee with evidence or confirmation from any such municipal or governmental authority of such compliance;
 - (d) in the event that any such building, buildings and other improvements now or hereafter in the course of construction remain unfinished and without any work being done for a period of ten consecutive days, the Mortgagee may enter the Lands and do all work necessary to protect the same from deterioration and to complete the construction in such manner as the Mortgagee may see fit, and any monies expended by the Mortgagee pursuant to this subclause shall be a charge on the Lands and bear interest at the Interest Rate and shall be deemed to

constitute part of the Indebtedness;

- (e) the Mortgagee shall be entitled, at my expense, to inspect all aspects of the construction and make tests of materials, and I will not cover any portion of the construction work requiring inspection by the Mortgagee until the Mortgagee has inspected the same, and I shall forthwith remedy and carry out again any work which does not conform to the Mortgagee's reasonable requirements;
- (f) the Mortgagee shall not be obliged to hold back advances to provide the lien fund or other protection to me under the *Builder's Lien Act* of Alberta or any other similar statute (the "Act"); provided that if the Mortgagee holds back any advances in a manner similar to the way the said Act provides for an owner to make holdbacks then, notwithstanding such holdbacks by the Mortgagee, such holdbacks shall not constitute the lien fund under the said Act and the Mortgagee shall not be a Mortgagee authorized by the owner to disburse money secured by a Mortgage as referred to in the said Act.

ENVIRONMENT 36. THAT I warrant and represent that:

- (a) no Hazardous Substances (as defined herein) have been or will be used, stored, processed, manufactured, handled or discharged in, on, under or from the Lands (except as have been disclosed to and approved by the Mortgagee in writing);
- (b) neither the Lands nor, to the best of my belief, any adjacent land(s), have ever been used as or for a waste disposal site or coal gasification site, and there are not now, nor were there ever, any underground storage tanks on the Lands;
- (c) all permits, licenses, certificates, approvals, authorizations, registrations or the like required by the Requirements of Environmental Law (as defined herein) for the operation of my business on the Lands, or any tenant, subtenant, assignee or other occupant of any portion of the Lands, have been obtained and are valid, in full force and effect and in good standing;
- (d) no environmental damage has ever occurred on, or will result from my use of the Lands or any tenant, subtenant, assignee or other occupant of any portion of the Lands; and
- (e) there are no convictions (or prosecutions settled prior to conviction) or outstanding or threatened investigations, claims, work orders, notices, directives or other similar remedial actions against the Lands or me in relation to any Requirements of Environmental Law.

THAT I covenants that I will:

- (f) remedy forthwith, at its own expense, any environmental damage that may occur or be discovered on the Lands in the future,
- (g) comply with and monitor, on a regular basis, its compliance and the compliance of any tenant, subtenant, assignee or other occupant of any portion of the Lands with all Requirements of Environmental Law;
- (h) notify the Mortgagee promptly of any event or occurrence that will, or is likely to, give rise to a report, order, inquiry or investigation relating to a matter that may have an adverse effect on the financial position of me or the Lands or any action, suit or proceeding against myself or others having an interest in the Lands relating to, or a violation of, the Requirements of Environmental Law, including any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching or migration of Hazardous Substances into on or under the Lands, air and surface and ground water, and will also notify the Mortgagee promptly of any such above-mentioned information of which I have received knowledge relating to land(s) adjacent to the Lands;
- (i) not lease or consent to any sub-lease of any part of the Lands to a tenant, sub-

tenant or assignee who may engage in, nor permit any tenant, subtenant, assignee or occupant of the Lands to engage in, a business involving the generation of environmental contamination or the storing, handling, processing, manufacturing or disposing of Hazardous Substances in, on, under or from the Lands and any lease, sub-lease or assignment of any part of the Lands shall preserve as against any lessee, sub-lessee or assignee all of the rights of the Mortgagee herein;

- (j) remove, in accordance with all Requirements of Environmental Law, any Hazardous Substances from the Lands forthwith upon their discovery and advise the Mortgagee forthwith in writing of the procedures taken; and
- (k) provide to the Mortgagee upon request such information, certificates, or statutory declarations as to compliance with the provisions hereof and all Requirements of Environmental Law and conduct upon request by the Mortgagee and deliver to the Mortgagee such environmental audits or site assessments as may be reasonably necessary to ensure compliance with the Requirements of Environmental Law.

THAT I further covenant that I will be liable for and fully indemnify the Mortgagee, its officers, directors, employees, agents, shareholders and members, and agrees to hold each of them harmless, from and against any and all losses, liabilities, damages, costs, demand, expenses and claims of any and every kind whatsoever relating to any breach of non-compliance with laws or regulations by me or its directors, officers, servants, agents, tenants or invitees, or relating to any Hazardous Substances handled, placed, held, located or disposed of on or in the Lands or related to any claims or proceedings (whether by civil action or related to any enforcement or recovery action under statute or regulation) for injury or damage to person or property from or relating directly or indirectly to the use, presence, handling, disposal, escape or release of any Hazardous Substances on or from the Lands. Such indemnity includes, without limitation, indemnity against:

- (l) all costs (including legal expenses on a solicitor-and-his-own-client basis) of defending, counterclaiming and/or claiming against myself or any third parties in respect of any action or matter; and
- (m) any and all costs, liabilities, claims or damages arising out of a settlement of any action entered into by the Mortgagee with or without my consent, which at any time or from time to time may be paid, incurred or asserted against any of the parties indemnified hereby for, with respect to, or as a direct or indirect result of the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from, the Lands or into or upon any Lands, the atmosphere, or any watercourse body of water or wetland, of any Hazardous Substances; and
- (n) any and all environmental remedial costs incurred by the Mortgagee directly or indirectly arising out of or attributable to the non-compliance of myself with environmental laws, regulations or orders or to the presence on, under or about the Lands of Hazardous Substances.

THAT all such liability and indemnity shall survive the repayment of or sale or foreclosure under this Mortgage and any other extinguishing of my obligations under this Mortgage and any other exercise by the Mortgagee of any remedies available to it against me.

For the purposes hereof:

"Requirements of Environmental Law" means all requirements of the common law or of statutes, regulations, by-laws, ordinances, treaties, judgments and decrees, and (whether or not they have the force of law) rules, policies, guidelines, orders, approvals, notices, permits, directives and the like, of any federal, territorial, provincial, regional, municipal or local judicial, regulatory or administrative agency, board or governmental authority relating to environmental, or occupational health and safety matters and the Lands and the activities carried out thereon (whether in

the past, present or the future) including, but not limited to, all such requirements relating to: (i) the protection, preservation or remediation of the natural environment (the air, land, surface water or groundwater); (ii) the generation, handling, treatment, storage, transportation or disposal of or other dealing with solid, gaseous or liquid waste; and (iii) Hazardous Substances, as defined herein.

"Hazardous Substances" means substances or conditions that are prohibited, controlled or otherwise regulated or are otherwise hazardous in fact such as contaminants, pollutants, toxic, dangerous or hazardous substances, toxic, dangerous or hazardous materials, designated substances, controlled products, including without limitation, wastes, subject wastes, urea formaldehyde foam type of insulation, asbestos or asbestos-containing materials, polychlorinated biphenyls ("PCBs") or PCB contaminated fluids or equipment, explosives, radioactive substances, petroleum and associated products, underground storage tanks or surface impoundments.

HAZARDOUS SUBSTANCES

37. I warrant and represent that:

- (a) no Hazardous Substances have been or will be used, stored, processed, manufactured, handled or discharged in, on, under or from the Mortgaged Premises except in accordance with the Requirements of Environmental Law and provided that such Hazardous Substances have heretofore been disclosed to and approved by the Mortgagee in writing;
- (b) neither the Mortgaged Premises nor, to the best of the my belief, any contiguous Property have ever been used as or for a waste disposal site or coal gasification site, and there are not now, nor were there ever, any underground storage tanks on the Mortgaged Premises or on any Contiguous Property;
- (c) all permits, licences, certificates, approvals, authorizations, registrations or the like required by the Requirements of Environmental Law for the operation of the Mortgagor's business on the Mortgaged Premises have been obtained and are valid, in full force and effect and in good standing;
- (d) no environmental damage has ever occurred on, or will result from the Mortgagor's use of, the Mortgaged premises; and
- (e) there are no convictions (or prosecutions settled prior to conviction) or outstanding or threatened investigations, claims, work orders, notices, directives or other similar remedial actions against the Mortgaged Premises or the Mortgagor in relation to any Requirements of Environmental Law.

REMEDIATION

38. I covenant that the Mortgagor will:

- (a) Remedy forthwith, at its own expense, any environmental damage that may occur or be discovered on the Mortgaged Premises in the future;
- (b) Comply with and monitor, on a regular basis, its compliance with all Requirements of Environmental Law;
- (c) Notify the Mortgagee promptly of any event or occurrence that will, or is likely to, give rise to a report, inquiry or investigation relating to a matter that may have an adverse effect on the financial position of the Mortgagor or the Mortgaged Premises or any action, suit or proceeding against the Mortgagor or others having an interest in the Mortgaged Premises relating to, or a violation of, the Requirements of Environmental Law, including any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching or migration of Hazardous Substances into, on or under the Mortgaged Premises and/or Contiguous Property, air and surface and groundwater, and will also notify the Mortgagee promptly of any such above-mentioned information of which I have or receive knowledge relating to any Contiguous Property;

- (d) Not lease or consent to any sub-lease of any part of the Mortgaged Premises to a tenant or sub-tenant who may engage in nor permit a tenant, sub-tenant, assignee or occupant of the Mortgaged Premises to engage in a business involving the generation of environmental contamination or the storing, handling, processing, manufacturing or disposing of Hazardous Substances in, on, under or from the Mortgaged Premises save and except in accordance with the Requirements of Environmental Law, and any lease or sub-lease of any part of the Mortgaged Premises shall preserve as against any lessee or sub-lessee all of the rights of the Mortgagee herein;
- (e) Save and except for those Hazardous Substances which are present on, in or under the Mortgaged Premises in accordance with the Requirements of Environmental Law and which have been disclosed to the Mortgagee in writing, remove, in accordance with all Requirements of Environmental Law, any Hazardous Substances from the Mortgaged Premises forthwith upon their discovery and advise the Mortgagee forthwith in writing of the procedures taken;
- (f) Provide to the Mortgagee upon request such information, certificates, or statutory declarations as to compliance with the provisions hereof and all Requirements of Environmental Law and conduct such environmental audits or site assessments as may be reasonably necessary to ensure compliance with the Requirements of Environmental Law; and provide to the Mortgagee copies of any environmental, soils, safety or health reports or studies in respect of the Mortgaged Premises or any Contiguous Property that it receives or possesses from time to time; and
- (g) Permit the Mortgagee to conduct the inspections and appraisals of all or any of its records, business and property at any time and from time to time to monitor compliance with the Requirements of Environmental Law, including without limitation entry upon the Mortgaged Premises and performance of soils tests and other tests upon the same.

SECURITIZATION 39. I acknowledge that the Indebtedness which is secured by this Mortgage and any additional collateral security which may be required by the Mortgagee to be granted by me pursuant to the provisions of any credit facility letter or Lending Agreement issued with respect to the Indebtedness, this Mortgage and collateral security hereafter being referred to as the "Loan Documents" (or securities backed by or representing interests in pools of mortgages of which the Indebtedness and the Loan Documents are part) may be sold or securitized through, among other things, private placements or public markets (a "Secondary Market Transaction") without further notice to or the consent by me. The Mortgagor, and the Mortgagor on behalf of each guarantor, further acknowledge and agree that as part of such sale or securitization the information and materials (including financial statements, monthly and quarterly financial information and other information provided by the Mortgagor in respect of the mortgaged premises, the status of the Indebtedness and the Loan Documents, and any defaults thereunder) provided in connection with this transaction or under the Loan Documents may be released or disclosed to the public or any private entity or group in an offering memorandum, prospectus or other disclosure document; to any subsequent or proposed purchaser and their third party advisors and/or agents; to the Mortgagee and its successors; to governmental authorities having jurisdiction over such sales or securitizations; to the servicer and its successors; and to other servicing entities who service securitized pools from time to time of which the Indebtedness and the Loan Documents may become part. I covenant and agree that in the event the Mortgagee decides to include the all or part of the Indebtedness in a Secondary Market Transaction, the Mortgagor shall (a) at the Mortgagee's request, meet with representatives of the rating agencies and/or investors to discuss the business operations on the mortgaged premises, (b) permit the Mortgagee or its representatives to provide related information to the rating agencies and/or investors, and (c) cooperate with the reasonable requests of the rating agencies and/or investors in connection with all of the foregoing.

DISCLOSURE

40. I also acknowledge and agree that in the event of a default under this Mortgage, any and all payments or other funds paid to or received by the Mortgagee from or on behalf of the Mortgagor may be applied by the Mortgagee in reduction of the Indebtedness in whole or in part or allocated as the Mortgagee in its absolute unfettered discretion may determine notwithstanding any request or direction of the Mortgagor or anyone on its behalf and, in particular, without limiting the generality of the foregoing, in reduction of any such portion of the Indebtedness that pertains to or relates to any loans forming part of the Indebtedness that relate primarily to the Lands without reference to any other part of the Indebtedness secured by this Mortgage whether or not such other Indebtedness has a higher or any other rate of interest applicable to the underlying loan under the Mortgage as it relates to the disclosure set forth in paragraph 35(a) above, it being the intention of the Mortgagee, to which the Mortgagor irrevocably consents, that that portion of any Indebtedness that may have been the subject of a Secondary Market Transaction may be paid or reduced firstly from any such payment made by or on behalf of the Mortgagor.

SEVERABILITY OF PROVISIONS

41. IF for any reason any covenant contained in this Mortgage, or the application thereof to any part or circumstances, is to any extent held or rendered invalid, unenforceable or illegal, then such covenant shall:
- (a) be deemed to be independent of the remainder of this Mortgage and be severable and divisible therefrom, and its invalidity, unenforceability and illegality shall not affect, impair or invalidate the remainder of this Mortgage or any part thereof;
 - (b) continue to be applicable and enforceable to the fullest extent permitted by law, against any party and circumstance other than those to which it has been held or rendered invalid, unenforceable or illegal by a Court of competent jurisdiction.

ASSURANCE OF TITLE

42. AND I hereby covenant with the Mortgagee that:
- (a) I have a good title to the Lands;
 - (b) I have a right to Mortgage the Lands;
 - (c) In case of a default the Mortgagee shall have quiet possession of the Lands free from all encumbrances;
 - (d) I will execute such further assurances of the Lands as may be required;
 - (e) I have done no act to encumber the Lands other than as disclosed upon the Certificate of Title to the Lands as of the date hereof;
 - (f) I will deposit with the Mortgagee all documents and papers concerning or affecting the title of the Lands and they shall be held by the Mortgagee during the currency of this Mortgage;
 - (g) I shall carry on, in a proper businesslike manner, the business or businesses I have represented to the Mortgagee as being my present or perspective businesses, and shall maintain in good standing all necessary licenses, permits, approvals and consents, and shall comply with all laws, regulations and ordinances applicable to my business.

CHARGE ON LAND

43. AND for the better securing to the Mortgagee the repayment in manner aforesaid of the Indebtedness and interest and other charges and money hereby secured I do hereby Mortgage to the said Mortgagee all my estate and interest in the Lands.



142064607

142064607 REGISTERED 2014 03 03
MORS - STANDARD FORM MORTGAGE
DOC 1 OF 1 DRR#: B0C56ED ADR/JTABLER
NO LAND AFFECTED

This is **Exhibit "O"** referred to in the Affidavit of Ed Christenson,
sworn before me this 13 day of April, 2023



A Commissioner for Oaths in and for Alberta

**SPENCER NORRIS
BARRISTER & SOLICITOR**

MORTGAGE AMENDMENT AGREEMENT

WHEREAS Chateau Inn Ltd. is the Mortgagor in a certain mortgage in favour of Servus Credit Union Ltd., dated the 11th day of February, A.D. 2015, which said mortgage was registered at the Land Titles Office for the North Alberta Land Registration District on the 18th day of February, A.D. 2015 as Instrument Number 152 056 054.

AND WHEREAS the terms of the said mortgage are to be amended;

IT IS HEREBY UNDERSTOOD that the following amendments shall be made to the said mortgage as follows:

The principal amount of the mortgage has been amended and decreased from \$12,000,000.00 to \$7,475,000.00.

IN ALL OTHER RESPECTS the contents of the said mortgage are hereby ratified and confirmed.

IN WITNESS WHEREOF Chateau Inn Ltd. has hereunto set its hand and seal this 20 day of April, A.D. 2015.

SIGNED, SEALED AND DELIVERED
in the presence of:

Witness

Witness

CHATEAU INN LTD.

Per:  _____

Per: _____

This is **Exhibit "P"** referred to in the Affidavit of Ed Christenson,
sworn before me this 13 day of April, 2023

A handwritten signature in black ink, appearing to read 'Spencer Norris', is written over a horizontal line.

A Commissioner for Oaths in and for Alberta

SPENCER NORRIS
BARRISTER & SOLICITOR



GENERAL ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT made on the 11 day of February, 2015.

BETWEEN:

Chateau Inn Ltd.
Of 1, 5100 Lakeshore Drive
Sylvan Lake, Alberta T4S 2L7

(hereinafter called the "Borrower")

OF THE FIRST PART

- and -

SERVUS CREDIT UNION LTD.
151 Karl Clark Road
Edmonton AB T6N 1H5
(hereinafter called "Credit Union")

OF THE SECOND PART

RECITAL:

As continuing security for the payment and performance of all debts, liabilities, and obligations of the Borrower to Credit Union howsoever arising (present and future, absolute and contingent, direct and indirect) (the "Indebtedness") and for value received, the receipt and sufficiency of which the Borrower acknowledges, the Borrower has agreed to assign to Credit Union all leases, licenses, tenancy agreements or rights of use or occupation of every kind in respect of the lands described in Schedule "A" hereto (the "Premises") or any part thereof (which, as may be amended, extended, renewed or replaced from time to time are herein individually called a "Lease" and collectively the "Leases") and all rents and other payments now or hereafter due under the Leases (the "Rents");

AGREEMENT:

The Borrower agrees with Credit Union as follows:

1. The Borrower assigns to Credit Union:
 - (a) all Leases;
 - (b) all Rents;
 - (c) the benefit of all guarantees of the leases; and
 - (d) the benefit of all covenants by all tenants, lessees, users, occupiers and licensees of the Premises (collectively called the "Lessees");

with full power and authority to demand, collect, sue for, distrain for, recover, receive and give receipts for the Rents, to enforce payment thereof and to enforce performance of all the Leases in the name of and as agent for the Borrower.

2. All Rents shall be recoverable as rent in arrears. Wherever Credit Union is entitled to levy distress against the goods and personal property of any of the Lessees or to re-enter the premises described in any Lease, Credit Union may use such force as it sees fit without being liable to any action in respect thereof or for any loss or damage occasioned thereby. The Borrower releases Credit Union from all actions, proceedings, claims or demands in respect of any such forceable entry or any loss or damage sustained by the Borrower in respect thereof.

3. Notwithstanding any variation of the terms of any agreement or arrangement with the Borrower or any extension of time for payment or any release of part or parts of the Premises, or of any collateral security, this Assignment shall continue as security until the Indebtedness and all terms of any agreement or agreements between the Borrower and Credit Union in respect of the Indebtedness are fully paid and satisfied.
4. Although this is a present Agreement, Credit Union shall not exercise its rights hereunder until Credit Union determines that default has been made in payment of the Indebtedness, or any part thereof, or in the performance of any term contained in any agreement between Credit Union and the Borrower in respect of the Indebtedness. Provided that the last day of any term or term of years reserved by any Lease whether oral or written is hereby excepted out of this Assignment and shall not form any part of the leases and rentals assigned, but if any lease or sale be made under any power herein or in other security for the indebtedness of the Borrower to the Credit Union contained of any leasehold interest forming a part of the Premises hereby assigned by the Borrower shall stand possessed of the Premises so leased or sold for the last day of the term granted by the Lease thereof or Agreement therefor, in trust for the purchaser or purchasers, their executors, administrators as assigned, to be assigned or disposed of as such purchaser or purchasers may direct
5. Credit Union may waive any default and shall not be bound to serve any notice on any Lessees on the happening of any default. No waiver shall extend to any subsequent default.
6. Credit Union is not responsible for collecting any Rents or performing any terms under any Lease. Credit Union shall not be a mortgagee in possession of the Premises by virtue of this Assignment or by virtue of anything done or omitted to be done by Credit Union in respect of this Assignment. Credit Union is not under any obligations to take any action or exercise any remedy in the collection or recovery of any Rents or to see to or enforce the performance of any terms of any Lease.
7. Credit Union shall only be liable to account for moneys which actually come into its hands by virtue of this Assignment, after deduction of all collection charges, inspection fees and other expenses (including legal fees as between a solicitor and his own client on a full indemnity basis) to which Credit Union may be put in respect of this Assignment and all moneys received by Credit Union shall be applied on account of any such part of the Indebtedness as the Credit Union sees fit.
8. The Borrower shall not, without the consent in writing of Credit Union:
 - (a) assign, pledge or hypothecate the whole or any part of any Leases or Rents other than to Credit Union;
 - (b) do or permit to do or permit any act to be done which either directly or indirectly has the effect of waiving, releasing, reducing or abating any rights or remedies of the Borrower or obligations of any other party under or in respect of any Lease;
 - (c) terminate, accept a surrender of or amend in any manner any Lease other than month to month tenancies; or
 - (d) receive or permit the prepayment of any Rent for more than two months in advance.
9. The Borrower will from time to time on demand furnish to Credit Union a current list of all Leases in such detail as Credit Union requires.
10. The Borrower shall execute such further documents as are required by Credit Union from time to time to perfect this Assignment.
11. This Assignment is taken by way of additional security only. Neither the taking of this Assignment nor anything done in respect of this Assignment shall in any way prejudice or limit the rights of Credit Union or the obligations of the Borrower under any other agreement between the Borrower and Credit Union or any collateral security thereto.
12. The Borrower will at the request of Credit Union from time to time give any of the Lessees notice of this Assignment and will obtain from those Lessees acknowledgement of such notice. The notice and

SCHEDULE "A"

Plan 5569KS

Block A

Lots 7 to 9 Inclusive

Excepting Thereout All Mines and Minerals

acknowledgement shall be in the form required by Credit Union and such notice (or any notice of this Assignment given by Credit Union) shall be effective and binding on each Lessee upon Credit Union giving the Lessee notice that the Borrower has defaulted under the terms of any agreement between Credit Union and the Borrower, whether or not there has actually been a default under such agreement.

13. The rights and remedies given to Credit Union hereunder are in addition to and not in substitution for and shall not in any way derogate from or delay or prejudice any rights or remedies to which Credit Union may be entitled under or in respect of any other agreement between the Borrower and Credit Union.
14. The Borrower warrants and represents the Credit Union that:
 - (a) none of the Leases or the Borrower's rights, thereunder, including the right to receive the Rents, has been or will be amended, sublet, assigned, encumbered, discounted, anticipated, waived, reduced, released or abated without the prior written consent of Credit Union;
 - (b) none of the Rents has been or will be paid prior to the due date for payment thereof other than as permitted by paragraph 8(d) hereof;
 - (c) there has been no default under any lease by any of the parties thereto;
 - (d) there is no outstanding dispute under any Lease between the Borrower and any of the Lessees;
 - (e) the Borrower has performed and will perform all of its obligations under each Lease;
 - (f) each Lease at the date hereof is valid, enforceable and in full force and effect;
 - (g) the Borrower now has good right, full power and absolute authority to assign its rights in accordance with this Assignment.
15. The Borrower charges the Premises to Credit Union to secure the due performance of this Assignment and the payment of all Rents to Credit Union.
16. Credit Union or its agent may forthwith register this Assignment at such Registry Offices as Credit Union sees fit. The Borrower shall not take any steps to challenge or remove any instrument or notice filed in respect of this Assignment until the Indebtedness and all terms of any agreement between the Borrower and Credit Union in respect of the Indebtedness are fully paid and satisfied.
17. In this Assignment, "Borrower", "Borrowers" and "Credit Union" include the heirs, executors, administrators, successors and assigns of the Borrower and Credit Union respectively; the singular number and masculine and neuter genders include the masculine, feminine and neuter genders and the plural number when the context so requires; and "term" or "terms" include conditions, covenants, agreements, stipulations, provisions and obligations. If this Assignment is executed by more than one person as Borrower, all terms herein contained are binding on all Borrowers jointly and severally.

The Borrower has executed this Assignment the day and year first above written.

Chateau Inn Ltd.

per: _____


per: _____

C/S

This is **Exhibit "Q"** referred to in the Affidavit of Ed Christenson,
sworn before me this 13 day of April, 2023



A Commissioner for the OATH for Alberta
SPENCER NORRIS
BARRISTER & SOLICITOR



ENVIRONMENTAL INDEMNITY AGREEMENT-MULTIPLE PARTIES

THIS INDEMNITY AGREEMENT IN WRITING DATED THE 11 DAY OF February, 2015.

BETWEEN:

Chateau Inn Ltd.

Bear Development Corp.

Albert Messier

(hereinafter collectively called the "Indemnifiers")

OF THE FIRST PART

- and -

SERVUS CREDIT UNION LTD.

(hereinafter called the "Credit Union")

OF THE SECOND PART

WHEREAS the Credit Union has approved a loan to Chateau Inn Ltd., (the "Mortgagor"), in respect of lands and premises located in Sylvan Lake, Alberta, more particularly described in Schedule "A" hereto annexed for the principal sum of \$7,475,000.00 plus interest and other charges.

AND WHEREAS the said loan is secured (amongst other things) by a collateral mortgage (the "Mortgage") in the principal sum of \$7,475,000.00 registered against the lands described in Schedule "A" hereto.

AND WHEREAS the Mortgage contains certain undertakings in respect of environmental and related conditions in respect of the property mortgaged.

AND WHEREAS the Indemnifiers have agreed to indemnify the Credit Union in respect of any breach of the said provisions in the Mortgage.

AND WHEREAS a copy of the said environmental undertakings in the Mortgage is extracted and attached hereto as Schedule "B".

AND WHEREAS as a condition of the granting of the said loan the Indemnifier(s) undertook to provide the within indemnity.

NOW THEREFORE THIS AGREEMENT WITNESSES that for and in consideration of the premises and such advances as may be made by the Credit Union in respect of the said loan to the Mortgagor, the Indemnifier(s) hereby:

1. Jointly and severally undertake and agree with the Credit Union that at all times while the said loan to the Mortgagor shall continue to be outstanding in whole or in part including any extension or renewal of the said loan, the Indemnifier(s) shall:
 - a. Effect prompt and complete performance of all obligations contained in the environmental provisions in the Mortgage on the part of the Mortgagor to be kept, observed and performed; and
 - b. Promptly indemnify and save the Credit Union harmless from and against any and all claims whatsoever arising out of any failure by the Mortgagor or its heirs, executors, administrators, successors or assigns to pay and perform any of the obligations or liabilities under the environmental provisions of the Mortgage.

2. Further without limiting the foregoing, the Indemnifiers hereby covenant and agree with the Credit Union that the Indemnifier(s) will be jointly and severally liable for and will and do hereby fully indemnify the Credit Union and its officers, directors, employees, agents and shareholders from and against, any and all loss, costs, expenses, damages or liabilities (including fees on a solicitor-and-his-own-client full indemnity basis and any environmental remediation costs and health, fire and safety remediation costs incurred by the Credit Union) directly or indirectly arising out of or attributable to the non-compliance of the Mortgagor named in the Mortgage or its heirs, executors, administrators, successors or assigns (together hereafter referred to as the "Mortgagor") with the Requirements of Environmental Law (as defined in the Mortgage) and all such liability and indemnity shall survive the repayment of the indebtedness secured by the Mortgage, foreclosure upon such Mortgage and/or any other extinguishment of the obligations of the Mortgagor or its successors or assigns under the Mortgage and any other exercise by the Credit Union of any remedies available to it as against the Mortgagor. Without limiting the generality of the foregoing, the Indemnifiers' indemnity includes indemnity against legal costs as aforesaid of defending the Credit Union and counterclaiming and/or claiming against the Mortgagor and/or any third party in respect of any action or matter and any and all costs, liabilities, claims, loss or damages arising out of any settlement of any action to which the Credit Union is a party which may be paid, incurred or claimed against any of the parties indemnified hereby for, with respect to, or as a direct or indirect result of the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from the premises described in the Mortgage (the "Mortgaged Premises") or into or upon any land, the atmosphere or any water course or body of water or wet land of any Hazardous Substances (as defined in the Mortgage).
3. This indemnity is absolute and unconditional and the obligations of the Indemnifier(s) shall not be released, discharged, mitigated, impaired or affected by:
 - a. Any extension of time, indulgence or modification which the Credit Union at any time or from time to time extends to or makes with the Indemnifier(s) or the Mortgagor in respect of the performance of any obligations of Indemnifier(s) or the Mortgagor under the Mortgage or any related security or loan documents;
 - b. Any waiver by or failure of the Credit Union to enforce any of the terms, covenants and conditions contained in the Mortgage or any related security or loan documents;
 - c. Any transfer of the said Mortgaged Premises by the Mortgagor or all or any part of the Mortgaged Premises or by any transferee or by any trustee, receiver or liquidator;
 - d. Any consent which the Credit Union gives to any transfer as aforesaid;
 - e. Any amendment or modification to the Mortgage;
 - f. Any waiver by the Credit Union of any of its rights under the Mortgage;
 - g. Any renewal or extension of the Mortgage or the loan in respect of which the Mortgage is granted; or
 - h. Any loss of or in respect of any security received or intended to have been received by the Credit Union from the Mortgagor or any other person, whether or not occasioned or contributed to by or through the act, omission, default or neglect of the Credit Union or those for whom the Credit Union is in law responsible; or
 - i. Any sale or foreclosure of the Mortgaged Premises.
4. The Indemnifiers expressly waive notice of the acceptance of this indemnity. All notice of non-performance, non-payment or non-observance which the Credit Union gives or is required to give to the Mortgagor under the Mortgage may be concurrently given by the Credit Union to the Indemnifier(s). Without limiting the generality of the foregoing, any notice which the Credit Union desires to give to the Indemnifier(s) shall be sufficiently given if delivered in person to a responsible officer or employee of the Indemnifier(s) or if mailed by prepaid registered or certified mail addressed to the Indemnifier(s) at the

Indemnifiers' last known address in Alberta, and every such notice shall be deemed to have been given on the day it was delivered in person or, if so mailed, seventy-two (72) hours after it was mailed.

5. In the event of a default by the Mortgagor under the Mortgage, the Indemnifier(s) (acknowledging its primary liability in the event of any default by the Mortgagor under the Mortgage) waives any right to require the Credit Union to:
 - a. Proceed against the Mortgagor or any other Indemnifier(s) or guarantor or pursue any rights or remedies against the Mortgagor or any other Indemnifier(s) or guarantor with respect to the Mortgage or the loan secured thereby;
 - b. Proceed against or exhaust any security held by the Credit Union from the Mortgagor or any other person; or
 - c. Pursue any other remedy whatsoever in the Credit Union's power. The Credit Union has the right to enforce this indemnity regardless of the acceptance of additional security from the Mortgagor and regardless of any release or discharge of the Mortgagor or its successors or assigns by the Credit Union or by others or by operation of any law.
6. Without limiting the generality of the foregoing, the liability of the Indemnifier(s) under this indemnity shall continue in full force and effect and shall not be or be deemed to have been waived, released, discharged, impaired or affected by reason of the release or discharge of the Mortgagor in any receivership, bankruptcy, winding-up or other creditors' proceedings, or the rejection, disaffirmance or disclaimer. The liability of the Indemnifier(s) shall not be affected by any repossession of the Mortgaged Premises or any taking of possession of such Mortgaged Premises by the Credit Union or by any receiver-manager on the request or application of the Credit Union.
7. No action or proceeding brought or instituted under this indemnity and no recovery in pursuance of it shall be a bar or defence to any further action or proceeding which may be brought under this indemnity by reason of any further default or in the performance and observance of the terms, covenants and conditions contained in the Mortgage.
8. All the terms, covenants and conditions of this indemnity extend to and are binding upon the Indemnifier(s), their respective heirs, executors, administrators, successors and assigns, and shall enure to the benefit of and may be enforced by the Credit Union and any of its successors or assigns.


N WITNESS WHEREOF the Indemnifier has hereunto signed and delivered this indemnity as of the day and year first above written.

N WITNESS WHEREOF the Corporate Indemnifiers have each hereunto signed as witnessed by the hands of its respective proper officers duly authorized in that behalf and the individual Indemnifiers have hereunto affixed their hands the day and year first above written.

Chateau Inn Ltd.

per: _____


per: _____

_____  Albert Messier

per:  _____

per: _____

CERTIFICATE OF NOTARY PUBLIC

I HEREBY CERTIFY THAT:

1. Albert Messier, of Sylvan Lake, in the Province of Alberta, an indemnifier in the Environmental Indemnity Agreement (the "Indemnity") dated the 11 day of February, 2015 made between Albert Messier and Servus Credit Union Ltd. and others which this certificate is attached to or noted on, appeared in person before me and acknowledged that he/^{AD}she had executed the Indemnity;
2. I satisfied myself by examination of him/^{AD}her that he/^{AD}she is aware of the contents of the Indemnity and understands it.


GIVEN at Red Deer, Alberta, this 11 day of February, 2015 under my hand and seal of office.


A Notary Public in and for the Province of Alberta

BRETT BOTHWELL
Student-at-Law

STATEMENT OF INDEMNIFIER

I am the person named in this certificate.


Albert Messier

NOTE: A separate Certificate must be completed for each individual Indemnifier.

INDEMNITY CERTIFICATE

TO: Servus Credit Union Ltd.
151 Karl Clark Road NW
Edmonton AB T6N 1H5

, Albert Messier, being the President of Chateau Inn Ltd. (the "Corporation") refer to the Environmental Indemnity Agreement (the "Indemnity") dated the 11 day of February, 20 15 given by the Corporation to the Credit Union respecting Chateau Inn Ltd. and hereby certify that:

- a) the Corporation is aware of S.45 of the Business Corporation Act (Alberta) (the "Act"); and
- b) to the extent required by S.45(3) of the Act the Corporation either has given, or will within the time period required by S.45(3) of the Act be giving, the notice(s) required by S.45(3) of the Act.
- ~~a) the Corporation is aware of S.42 of the Business Corporation Act (Saskatchewan) (the "Act"), and~~
- ~~b) to the extent required by S.42 of the Act the Corporation either has given, or will within the time period required by S.42 of the Act be giving, the notice(s) required by S.42 of the Act.~~

Dated this 11 day of February, 20 15.



Albert Messier

**RESOLUTION OF THE DIRECTORS TO GRANT
ENVIRONMENTAL INDEMNITY**

Name of Corporation: Chateau Inn Ltd.

WHEREAS it is deemed expedient and in the best interest of the Chateau Inn Ltd. (the "Corporation") that it lend assistance by way of an Environmental Indemnity Agreement to Chateau Inn Ltd. (the "Borrower") in connection with its borrowing, both present and future, from Servus Credit Union Ltd. (the "Credit Union");


AND WHEREAS the Corporation has complied in all respects with all requirements, legislative or otherwise, with respect to the provision of financial assistance by the Guarantor;

NOW THEREFORE BE IT RESOLVED:

1. THAT the Corporation does hereby agree to indemnify and hold harmless the Credit Union from all present and future damages, claims, debts and liabilities and any costs that may arise by reason of the business of the Borrower, and, that the liability of the Corporation shall be unlimited all as provided for and more particularly described in the form of Credit Union Environmental Indemnity Agreement.
2. THAT the Corporation approves the Environmental Indemnity Agreement in the format presented by the Credit Union a copy of which has been reviewed and approved by the directors of the Corporation and the same is hereby approved as containing the correct statement of terms and conditions upon which the said indemnity are to be made. The Environmental Indemnity Agreement may be executed by any officer of the Corporation under seal or otherwise and their execution shall be conclusive evidence of such approval.

CERTIFIED to be a true copy of a resolution duly passed by the directors of the Guarantor, which resolution is as of the date hereof in full force and effect.

Dated this 11 day of February, 2015.



President ~~Secretary~~
C/S

INDEMNITY CERTIFICATE

TO: Servus Credit Union Ltd.
151 Karl Clark Road NW
Edmonton AB T6N 1H5

, Albert Messier, being the President & Secretary of Bear Development Corp. (the "Corporation") refer to the Environmental Indemnity Agreement (the "Indemnity") dated the 11 day of February, 2015 given by the Corporation to the Credit Union respecting Chateau Inn Ltd.

and hereby certify that

- c) the Corporation is aware of S.45 of the Business Corporation Act (Alberta) (the "Act"); and
- d) to the extent required by S.45(3) of the Act the Corporation either has given, or will within the time period required by S.45(3) of the Act be giving, the notice(s) required by S.45(3) of the Act.
- ~~e) the Corporation is aware of S.42 of the Business Corporation Act (Saskatchewan) (the "Act"), and~~
- ~~d) to the extent required by S.42 of the Act the Corporation either has given, or will within the time period required by S.42 of the Act be giving, the notice(s) required by S.42 of the Act.~~

Dated this 11 day of February, 2015.




Albert Messier

**RESOLUTION OF THE DIRECTORS TO GRANT
ENVIRONMENTAL INDEMNITY**

Name of Corporation: Bear Development Corp.

WHEREAS it is deemed expedient and in the best interest of the Bear Development Corp. (the "Corporation") that it lend assistance by way of an Environmental Indemnity Agreement to Chateau Inn Ltd. (the "Borrower") in connection with its borrowing, both present and future, from Servus Credit Union Ltd. (the "Credit Union");

AND WHEREAS the Corporation has complied in all respects with all requirements, legislative or otherwise, with respect to the provision of financial assistance by the Guarantor;

NOW THEREFORE BE IT RESOLVED:

3. THAT the Corporation does hereby agree to indemnify and hold harmless the Credit Union from all present and future damages, claims, debts and liabilities and any costs that may arise by reason of the business of the Borrower, and, that the liability of the Corporation shall be unlimited all as provided for and more particularly described in the form of Credit Union Environmental Indemnity Agreement.
4. THAT the Corporation approves the Environmental Indemnity Agreement in the format presented by the Credit Union a copy of which has been reviewed and approved by the directors of the Corporation and the same is hereby approved as containing the correct statement of terms and conditions upon which the said indemnity are to be made. The Environmental Indemnity Agreement may be executed by any officer of the Corporation under seal or otherwise and their execution shall be conclusive evidence of such approval.

CERTIFIED to be a true copy of a resolution duly passed by the directors of the Guarantor, which resolution is as of the date hereof in full force and effect.

Dated this 11 day of February, 2015.



Secretary
C/S

SCHEDULE "A"
ATTACHED TO AND FORMING PART OF AN INDEMNITY AGREEMENT

Plan 5569KS
Block A
Lots 7 to 9 Inclusive
Excepting Thereout All Mines And Minerals

SCHEDULE "B"
ATTACHED TO AND FORMING PART OF AN INDEMNITY AGREEMENT

ENVIRONMENT 36. THAT the Mortgagor warrants and represents that:

- a. no Hazardous Substances (as defined herein) have been or will be used, stored, processed, manufactured, handled or discharged in, on, under or from the Lands (except as have been disclosed to and approved by the Mortgagee in writing);
- b. neither the Lands nor, to the best of the Mortgagor's belief, any adjacent land(s), have ever been used as or for a waste disposal site or coal gasification site, and there are not now, nor were there ever, any underground storage tanks on the Lands;
- c. all permits, licenses, certificates, approvals, authorizations, registrations or the like required by the Requirements of Environmental Law (as defined herein) for the operation of the Mortgagor's business on the Lands, or any tenant, subtenant, assignee or other occupant of any portion of the Lands, have been obtained and are valid, in full force and effect and in good standing;
- d. no environmental damage has ever occurred on, or will result from the Mortgagor's use of the Lands or any tenant, subtenant, assignee or other occupant of any portion of the Lands; and
- e. there are no convictions (or prosecutions settled prior to conviction) or outstanding or threatened investigations, claims, work orders, notices, directives or other similar remedial actions against the Lands or the Mortgagor in relation to any Requirements of Environmental Law.

THAT the Mortgagor covenants that it will:

- f. remedy forthwith, at its own expense, any environmental damage that may occur or be discovered on the Lands in the future;
- g. comply with and monitor, on a regular basis, its compliance and the compliance of any tenant, subtenant, assignee or other occupant of any portion of the Lands with all Requirements of Environmental Law;
- h. notify the Mortgagee promptly of any event or occurrence that will, or is likely to, give rise to a report, order, inquiry or investigation relating to a matter that may have an adverse effect on the financial position of the Mortgagor or the Lands or any action, suit or proceeding against the Mortgagor or others having an interest in the Lands relating to, or a violation of, the Requirements of Environmental Law, including any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching or migration of Hazardous Substances into on or under the Lands, air and surface and ground water, and will also notify the Mortgagee promptly of any such above-mentioned information of which the Mortgagor has or receives knowledge relating to land(s) adjacent to the Lands;
- i. not lease or consent to any sub-lease of any part of the Lands to a tenant, sub-tenant or assignee who may engage in, nor permit any tenant, subtenant, assignee or occupant of the Lands to engage in, a business involving the generation of environmental contamination or the storing, handling, processing, manufacturing or disposing of Hazardous Substances

in, on, under or from the Lands and any lease, sub-lease or assignment of any part of the Lands shall preserve as against any lessee, sub-lessee or assignee all of the rights of the Mortgagee herein;

- j. remove, in accordance with all Requirements of Environmental Law, any Hazardous Substances from the Lands forthwith upon their discovery and advise the Mortgagee forthwith in writing of the procedures taken; and
- k. provide to the Mortgagee upon request such information, certificates, or statutory declarations as to compliance with the provisions hereof and all Requirements of Environmental Law and conduct upon request by the Mortgagee and deliver to the Mortgagee such environmental audits or site assessments as may be reasonably necessary to ensure compliance with the Requirements of Environmental Law.

THAT the Mortgagor further covenants that it will be liable for and fully indemnify the Mortgagee, its officers, directors, employees, agents, shareholders and members, and agrees to hold each of them harmless, from and against any and all losses, liabilities, damages, costs, demand, expenses and claims of any and every kind whatsoever relating to any breach of non-compliance with laws or regulations by the Mortgagor or its directors, officers, servants, agents, tenants or invitees, or relating to any Hazardous Substances handled, placed, held, located or disposed of on or in the Lands or related to any claims or proceedings (whether by civil action or related to any enforcement or recovery action under statute or regulation) for injury or damage to person or property from or relating directly or indirectly to the use, presence, handling, disposal, escape or release of any Hazardous Substances on or from the Lands. Such indemnity includes, without limitation, indemnity against:

- l. all costs (including legal expenses on a solicitor-and-his-own-client basis) of defending, counterclaiming and/or claiming against the Mortgagor or any third parties in respect of any action or matter; and
- m. any and all costs, liabilities, claims or damages arising out of a settlement of any action entered into by the Mortgagee with or without the consent of the Mortgagor, which at any time or from time to time may be paid, incurred or asserted against any of the parties indemnified hereby for, with respect to, or as a direct or indirect result of the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from, the Lands or into or upon any Lands, the atmosphere, or any watercourse body of water or wetland, of any Hazardous Substances; and
- n. any and all environmental remedial costs incurred by the Mortgagee directly or indirectly arising out of or attributable to the non-compliance of the Mortgagor with environmental laws, regulations or orders or to the presence on, under or about the Lands of Hazardous Substances.

THAT all such liability and indemnity shall survive the repayment of or sale or foreclosure under this Mortgage and any other extinguishing of the obligations of the Mortgagor under this Mortgage and any other exercise by the Mortgagee of any remedies available to it against the Mortgagor.

For the purposes hereof:

"Requirements of Environmental Law" means all requirements of the common law or of statutes, regulations, by-laws, ordinances, treaties, judgments and decrees, and (whether or not they have the force of law) rules, policies, guidelines, orders,

approvals, notices, permits, directives and the like, of any federal, territorial, provincial, regional, municipal or local judicial, regulatory or administrative agency, board or governmental authority relating to environmental, or occupational health and safety matters and the Lands and the activities carried out thereon (whether in the past, present or the future) including, but not limited to, all such requirements relating to: (i) the protection, preservation or remediation of the natural environment (the air, land, surface water or groundwater); (ii) the generation, handling, treatment, storage, transportation or disposal of or other dealing with solid, gaseous or liquid waste; and (iii) Hazardous Substances, as defined herein.

"Hazardous Substances" means substances or conditions that are prohibited, controlled or otherwise regulated or are otherwise hazardous in fact such as contaminants, pollutants, toxic, dangerous or hazardous substances, toxic, dangerous or hazardous materials, designated substances, controlled products, including without limitation, wastes, subject wastes, urea formaldehyde foam type of insulation, asbestos or asbestos-containing materials, polychlorinated biphenyls ("PCBs") or PCB contaminated fluids or equipment, explosives, radioactive substances, petroleum and associated products, underground storage tanks or surface impoundments.

RDOUS SUBSTANCES 37. THE Mortgagor warrants and represents that:

- a. no Hazardous Substances have been or will be used, stored, processed, manufactured, handled or discharged in, on, under or from the Mortgaged Premises except in accordance with the Requirements of Environmental Law and provided that such Hazardous Substances have heretofore been disclosed to and approved by the Mortgagee in writing;
- b. neither the Mortgaged Premises nor, to the best of the Mortgagor's belief, any contiguous Property have ever been used as or for a waste disposal site or coal gasification site, and there are not now, nor were there ever, any underground storage tanks on the Mortgaged Premises or on any Contiguous Property;
- c. all permits, licences, certificates, approvals, authorizations, registrations or the like required by the Requirements of Environmental Law for the operation of the Mortgagor's business on the Mortgaged Premises have been obtained and are valid, in full force and effect and in good standing;
- d. no environmental damage has ever occurred on, or will result from the Mortgagor's use of, the Mortgaged premises; and
- e. there are no convictions (or prosecutions settled prior to conviction) or outstanding or threatened investigations, claims, work orders, notices, directives or other similar remedial actions against the Mortgaged Premises or the Mortgagor in relation to any Requirements of Environmental Law.

REMEDATION 38. THE Mortgagor covenants that the Mortgagor will:

- a. Remedy forthwith, at its own expense, any environmental damage that may occur or be discovered on the Mortgaged Premises in the future;
- b. Comply with and monitor, on a regular basis, its compliance with all

Requirements of Environmental Law;

- c. **Notify the Mortgagee promptly of any event or occurrence that will, or is likely to, give rise to a report, inquiry or investigation relating to a matter that may have an adverse effect on the financial position of the Mortgagor or the Mortgaged Premises or any action, suit or proceeding against the Mortgagor or others having an interest in the Mortgaged Premises relating to, or a violation of, the Requirements of Environmental Law, including any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching or migration of Hazardous Substances into, on or under the Mortgaged Premises and/or Contiguous Property, air and surface and groundwater, and will also notify the Mortgagee promptly of any such above-mentioned information of which the Mortgagor has or receives knowledge relating to any Contiguous Property;**
- d. **Not lease or consent to any sub-lease of any part of the Mortgaged Premises to a tenant or sub-tenant who may engage in nor permit a tenant, sub-tenant, assignee or occupant of the Mortgaged Premises to engage in a business involving the generation of environmental contamination or the storing, handling, processing, manufacturing or disposing of Hazardous Substances in, on, under or from the Mortgaged Premises save and except in accordance with the Requirements of Environmental Law, and any lease or sub-lease of any part of the Mortgaged Premises shall preserve as against any lessee or sub-lessee all of the rights of the Mortgagee herein;**
- e. **Save and except for those Hazardous Substances which are present on, in or under the Mortgaged Premises in accordance with the Requirements of Environmental Law and which have been disclosed to the Mortgagee in writing, remove, in accordance with all Requirements of Environmental Law, any Hazardous Substances from the Mortgaged Premises forthwith upon their discovery and advise the Mortgagee forthwith in writing of the procedures taken;**
- f. **Provide to the Mortgagee upon request such information, certificates, or statutory declarations as to compliance with the provisions hereof and all Requirements of Environmental Law and conduct such environmental audits or site assessments as may be reasonably necessary to ensure compliance with the Requirements of Environmental Law; and provide to the Mortgagee copies of any environmental, soils, safety or health reports or studies in respect of the Mortgaged Premises or any Contiguous Property that it receives or possesses from time to time; and**
- g. **Permit the Mortgagee to conduct the inspections and appraisals of all or any of its records, business and property at any time and from time to time to monitor compliance with the Requirements of Environmental Law, including without limitation entry upon the Mortgaged Premises and performance of soils tests and other tests upon the same.**

This is **Exhibit "R"** referred to in the Affidavit of Ed Christenson,
sworn before me this 13 day of April, 2023



A Commissioner for Oaths in and for Alberta

**SPENCER NORRIS
BARRISTER & SOLICITOR**



ASSIGNMENT AND POSTPONEMENT

TO: SERVUS CREDIT UNION LTD. (the "Credit Union")

Whereas the Borrower is indebted to the Undersigned in the sum of **\$Unlimited and Continuing** (the "Debt") in consideration of Advances made or to be made to **Chateau Inn Ltd.** (the "Borrower") by the Credit Union, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Undersigned, the Undersigned hereby postpones, assigns, transfers and grants a security interest to the Credit Union in the Debt by way of security for all and every indebtedness and liability, present and future, direct and indirect, absolute and contingent of the Borrower and the Undersigned, or either of them, to the Credit Union (collectively, the "Indebtedness") and agrees that:

1. The Credit Union shall not be bound to demand payment of the Debt or any part thereof or take any proceeding to collect the Debt or to enforce any security in respect thereof except as the Credit Union may at its own discretion deem fit.
2. In the event of the bankruptcy or winding up of the Borrower or any distribution of the assets or any of the assets of the Borrower or proceeds thereof among its creditors in any manner whatsoever the Credit Union may prove in respect of the Debt hereby assigned as a debt owing to it by the Borrower and the Credit Union shall be entitled to receive the dividends payable in respect thereof, such dividends to be applied on such part or parts of the Indebtedness as the Credit Union shall see fit, until the whole of such Indebtedness have been paid and satisfied in full and thereafter the Undersigned shall be entitled to such dividends.
3. Upon payment and satisfaction in full of the Indebtedness and of all bills, notes and other instruments representing the same, and upon the written request of the Undersigned, the Credit Union will release to the Undersigned the Credit Union's claim under this agreement in respect of the Debt.
4. All monies received by the Undersigned from the Borrower shall be received in trust for the Credit Union and forthwith upon receipt shall be paid over to the Credit Union until the whole of the Indebtedness have been paid in full and satisfied.
5. This shall be a continuing agreement and the transfer and assignment of the Debt contained herein:
 - (a) is in addition to and not in substitution for any other security held by the Credit Union
 - (b) shall not operate as a merger of any debt or suspend the fulfillment of, or affect the rights, remedies and powers of the Credit Union with respect to any of the Indebtedness or any other securities; and
 - (c) shall not be terminated by reason of any partial payment on account of the Indebtedness made by the Borrower or the undersigned or any Indebtedness ceasing to exist, and the transfer and assignment contained herein shall be and remain valid security for any subsequent Indebtedness.
6. The Credit Union shall not be obliged to exhaust its recourse against the Borrower, the Undersigned or any other part or against any other security before realizing on or otherwise dealing with any of the Debt in whatever way the Credit Union considers desirable.
7. The Credit Union may:
 - (a) grant time renewals, extensions, indulgences, releases and discharges to;
 - (b) take securities from;
 - (c) give additional security to;
 - (d) abstain from taking additional security from;
 - (e) abstain from perfecting securities of;
 - (f) accept composition from; and
 - (g) otherwise deal with

the Borrower, the Undersigned and all other persons and securities, including any of the Debt, as the Credit Union may see fit, without prejudice to the right of the Credit Union to hold, deal with and realize on any of the Debt, in whatever way the Credit Union considers desirable.

8. The Undersigned undertakes and agrees, when requested by the Credit Union, to execute all sworn statements of claims, assignments and other documents and to do all matters and things which may be necessary or advisable to carry this agreement into effect.
9. Any monies owing and which may become owing by the Borrower to the Undersigned shall not be withdrawn, but remain on the books of the Borrower, unless the Credit Union's written consent to withdrawal is first obtained.
10. Except as provided in this agreement or with the consent in writing of the Credit Union, the Undersigned will not assign any of the Debt to any other person or ask for or obtain any negotiable paper or other evidence of the Debt.
11. The Borrower acknowledges that the Debt is not the subject or nor will any future Debt be made the subject of any set-off or counter-claim by the Borrower and the Borrower and the Undersigned represent to the Credit Union that the Undersigned holds no security for the Debt or any part thereof.
12. The Borrower and the Undersigned hereby agree with the Credit Union that no satisfaction, consideration or security will be given to or accepted by the Undersigned for any Debt, without the written consent of the Credit Union, first had and obtained.
13. The Undersigned acknowledges that this agreement has been delivered free of any conditions and that no statements, representations, agreements, collateral agreements or promises have been made to or with the Undersigned affecting or limiting the liability of the Undersigned under this agreement or inducing the Undersigned to enter into this agreement except as specifically contained herein in writing.
14. Where the Borrower or the Undersigned is a corporation, this agreement shall not be affected by:
 - (a) any change whatsoever in its or their objects, capital structure, or constitution with respect to transaction occurring before or after such change; or
 - (b) its or their amalgamation with any corporation, with respect to transactions occurring before or after such amalgamation;but shall, notwithstanding the happening of any of these events, continue to apply to all the Indebtedness whether incurred before or after this agreement and in this agreement the words "Borrower" and "Undersigned" shall, if the Borrower or the Undersigned, respectively, is a corporation, include every firm and corporation which results from the events described in sections (a) and (b) above.
15. All words denoting the singular shall be pluralized throughout this agreement as the context requires and all words denoting gender shall be construed as the context requires.
16. If one or more of the provisions contained herein shall be invalid, illegal or unenforceable in any respect, such provision shall be deemed to be severable and the validity, legality, and enforceability of the remaining provision contained herein shall not in any way be affected or impaired thereby.
17. This agreement shall be binding upon and shall enure to the benefit of the executors, administrators, successors and assigns of the respective parties hereto.
18. All rights, powers and remedies of the Credit Union hereunder and under any other agreement now or at any time hereafter in force between the Credit Union and the Undersigned shall be cumulative and shall be in addition to and not in substitution for all rights, powers and remedies of the Credit Union at law or in equity.
19. This agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and shall be deemed to have been made in such Province and to be performed there, and the courts of such Province shall have jurisdiction over all disputes which may arise under this agreement, provided that nothing herein contained shall prevent the Credit Union from proceeding at its election against the undersigned in the courts of any other province or country. If the Undersigned becomes resident outside the Province referred to in this paragraph, then the Undersigned hereby submits to the jurisdiction of the courts of competent jurisdiction of the Province referred to in this paragraph in respect of any proceeding hereon.
20. The Undersigned acknowledges receipt of a copy of this agreement and waives all rights to receive from the Credit Union a copy of any financing statement, financing change statement or verification

statements registered with or issued by any personal property registry at any time or from time to time in respect of this agreement.

Dated at Red Deer, Alberta this
11 day of February, 2015.

Execution by the party making the assignments and postponement (the "Undersigned"):

Signed and Delivered by:


Where the Undersigned is an Individual:

Of:

Date of Birth:


Where the Undersigned is a Corporation:

Bear Development Corp.

per:  _____
per: _____

This Assignment and Postponement is acknowledged by the Borrower this 11 day of
February, 2015 and the Borrower covenants and agrees that any payment of the Debt of
any portion thereof shall be paid to the Credit Union.

Chateau Inn Ltd.

per:  _____
per: _____

This is **Exhibit "S"** referred to in the Affidavit of Ed Christenson,
sworn before me this 13 day of April, 2023



A Commissioner for Oaths in and for Alberta
SPENCER NORRIS
BARRISTER & SOLICITOR

Search ID #: Z14535894

Transmitting Party

SERVUS CREDIT UNION LTD.

151 Karl Clark Road NW
EDMONTON, AB T6N 1H5

Party Code: 50100403
Phone #: 877 378 8728
Reference #:

Search ID #: Z14535894

Date of Search: 2021-Dec-20

Time of Search: 16:24:17

Business Debtor Search For:

BECA INTERNATIONAL LTD

Both Exact and Inexact Result(s) Found

NOTE:

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



Search ID #: Z14535894

Business Debtor Search For:

BECA INTERNATIONAL LTD

Search ID #: Z14535894

Date of Search: 2021-Dec-20

Time of Search: 16:24:17

Registration Number: 14021015994

Registration Date: 2014-Feb-10

Registration Type: LAND CHARGE

Registration Status: Current

Registration Term: Infinity

Exact Match on: Debtor No: 1

Debtor(s)

Block

1 BECA INTERNATIONAL LTD.
110 POINT MCKAY CRESCENT NW
CALGARY, AB T3B 5B4

Status
Current

Block

2 WEST RIVERSIDE RECREATIONAL SOCIETY
100 POINT MCKAY CRESCENT NW
CAGLARY, AB T3B 5B4

Status
Current

Block

3 BEAR DEVELOPMENT CORP.
5100 LAKESHORE DRIVE
SYLVAN LAKE, AB T4S 2L7

Status
Current

Block

4 553836 BC LTD.
1870 505 BURRARD ST.
VANCOUVER, BC V7X 1M6

Status
Current

Secured Party / Parties

Block

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

Status
Current

Search ID #: Z14535894

Particulars

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
1	ALL PRESENT AND AFTER ACQUIRED REAL AND PERSONAL PROPERTY OF THE DEBTOR AND PROCEEDS THEREFROM.	Current

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
2	ALL GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY OR INTANGIBLES.	Current

Search ID #: Z14535894

Business Debtor Search For:

BECA INTERNATIONAL LTD

Search ID #: Z14535894

Date of Search: 2021-Dec-20

Time of Search: 16:24:17

Registration Number: 17092520899

Registration Type: SECURITY AGREEMENT

Registration Date: 2017-Sep-25

Registration Status: Current

Expiry Date: 2022-Sep-25 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status
Current

1 BECA INTERNATIONAL LTD.
110 POINT MCKAY CRESCENT NW
CALGARY, AB T3B 5B4

Secured Party / Parties

Block

Status
Current

1 ALBERTA TREASURY BRANCHES
2500, 10020 - 100 STREET
EDMONTON, AB T5J 0N3

Collateral: General

Block

Description

Status

1 ALL DEBTS AND LIABILITIES, PRESENT AND FUTURE, DIRECT AND INDIRECT,
ABSOLUTE AND CONTINGENT OF VETERAN'S WAY PROJECT LTD. TO THE
DEBTOR, AND ALL PROCEEDS THEREOF.

Current

Search ID #: Z14535894

Business Debtor Search For:

BECA INTERNATIONAL LTD

Search ID #: Z14535894

Date of Search: 2021-Dec-20

Time of Search: 16:24:17

Registration Number: 20081835319

Registration Date: 2020-Aug-18

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2041-Aug-18 23:59:59

Exact Match on: Debtor No: 1

Amendments to Registration

21040716943

Renewal

2021-Apr-07

Debtor(s)

Block

1 BECA INTERNATIONAL LTD
105-5100 LAKESHORE DRIVE
SYLVAN LAKE, AB T4S 2L7

Status
Current

Block

2 MESSIER, ALBERT, DAVID
13 RUSTIC CRES
NORGLNWOLD, AB T4S 1S5

Status
Current

Birth Date:
1943-Feb-23

Secured Party / Parties

Block

1 ATB FINANCAIL (TRANSIT 926)
#700, 3715-47 AVENUE
SYLVAN LAKE, AB T4S 0C8
Email: pprnotices@atb.com

Status
Current

Collateral: General

Block

1 ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY

Status
Current

Search ID #: Z14535894

2 PROCEEDS: ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY
DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALINGS WITH THE ORIGINAL
COLLATERAL OR PROCEEDS THEREOF

Current

Search ID #: Z14535894

Business Debtor Search For:

BECA INTERNATIONAL LTD

Search ID #: Z14535894

Date of Search: 2021-Dec-20

Time of Search: 16:24:17

Registration Number: 21112224302

Registration Date: 2021-Nov-22

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2031-Nov-22 23:59:59

Exact Match on:

Debtor

No: 1

Debtor(s)

Block

1 BECA INTERNATIONAL LTD.
5100 LAKESHORE DRIVE
SYLVAN LAKE, AB T4S 2L7

Status
Current

Secured Party / Parties

Block

1 ATB FINANCIAL
8008 - 104TH STREET
EDMONTON, AB T6E 4E2
Email: pprnotices@atb.com

Status
Current

Collateral: General

Block

Description

1 All present and after-acquired personal property.

Status
Current

Search ID #: Z14535894

Note:

The following is a list of matches closely approximating your Search Criteria,
which is included for your convenience and protection.

Debtor Name / Address	Reg.#
BEACON CONSULTING SERVICES LTD 8337 ELLIS CRESCENT NW EDMONTON, AB T6M 0P7	19070904683
SECURITY AGREEMENT	
Debtor Name / Address	Reg.#
BEACON CONSULTING SERVICES LTD 8337 ELLIS CRESCENT NW EDMONTON, AB T6M 0P7	21060126553
SECURITY AGREEMENT	
Debtor Name / Address	Reg.#
BEACON CONSULTING SERVICES LTD 8337 ELLIS CRESCENT NW EDMONTON, AB T6M0P7	21120625841
SECURITY AGREEMENT	
Debtor Name / Address	Reg.#
BEACON CONSULTING SERVICES LTD. 8337 ELLIS CS NW EDMONTON, AB T6M0P7	21060204443
SECURITY AGREEMENT	
Debtor Name / Address	Reg.#
BEKEN HOLDINGS LTD. 735 HENDRA CRESCENT EDMONTON, AB T6R 2B8	16070430529
SECURITY AGREEMENT	
Debtor Name / Address	Reg.#
BEKEN HOLDINGS LTD. 735 HENDRA CRESCENT EDMONTON, AB T6R 2B8	16070430634
SECURITY AGREEMENT	
Debtor Name / Address	Reg.#

Search ID #: Z14535894

BIO-CAN LTD.
UNIT 105, 243 DON SEAMAN WAY
OKOTOKS, AB T1S 1A4

15022628181

SECURITY AGREEMENT

Debtor Name / Address

Reg.#

BIO-CAN LTD.
11650 ELBOW DRIVE SW
CALGARY, AB T2W 1S8

15121026768

SECURITY AGREEMENT

Debtor Name / Address

Reg.#

BIO-CAN LTD.
105, 243 DON SEAMAN WAY
OKOTOKS, AB T1S 1A4

16091516351

SECURITY AGREEMENT

Debtor Name / Address

Reg.#

THE BIKE SHOP NORTH
4112-8650, 112 AVENUE NW
CALGARY, AB T3R 0R5

16101311869

SECURITY AGREEMENT

Debtor Name / Address

Reg.#

THE BIKE SHOP NORTH
4112-8650, 112 AVENUE NW
CALGARY, AB T3R 0R5

16101311869

SECURITY AGREEMENT

Debtor Name / Address

Reg.#

THE BIKE SHOP NORTH
4112 - 8650 112TH AVENUE N.W.
CALGARY, AB T3R 0R5

17092513954

SECURITY AGREEMENT

Debtor Name / Address

Reg.#

THE BIKE SHOP NORTH
4112-8650, 112 AVENUE SW
CALGARY, AB T3R 0R5

17092524910

SECURITY AGREEMENT

Debtor Name / Address

Reg.#

Search ID #: Z14535894

THE BIKE SHOP NORTH
4112-8650 112 AVENUE NORTH
CALGARY, AB T3R 0R5

21102214201

SECURITY AGREEMENT

Debtor Name / Address

THE BIKE SHOP NORTH
4112-8650 112 AVENUE NORTH
CALGARY, AB T3R 0R5

Reg.#

21102214201

SECURITY AGREEMENT

Result Complete

This is **Exhibit "T"** referred to in the Affidavit of Ed Christenson,
sworn before me this 13 day of April, 2023



A Commissioner for Oaths in and for Alberta

**SPENCER NORRIS
BARRISTER & SOLICITOR**



ASSIGNMENT AND POSTPONEMENT

TO: SERVUS CREDIT UNION LTD. (the "Credit Union")

Whereas the Borrower is indebted to the Undersigned in the sum of **\$Unlimited and Continuing** (the "Debt") in consideration of Advances made or to be made to **Chateau Inn Ltd.** (the "Borrower") by the Credit Union, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Undersigned, the Undersigned hereby postpones, assigns, transfers and grants a security interest to the Credit Union in the Debt by way of security for all and every indebtedness and liability, present and future, direct and indirect, absolute and contingent of the Borrower and the Undersigned, or either of them, to the Credit Union (collectively, the "Indebtedness") and agrees that:

1. The Credit Union shall not be bound to demand payment of the Debt or any part thereof or take any proceeding to collect the Debt or to enforce any security in respect thereof except as the Credit Union may at its own discretion deem fit.
2. In the event of the bankruptcy or winding up of the Borrower or any distribution of the assets or any of the assets of the Borrower or proceeds thereof among its creditors in any manner whatsoever the Credit Union may prove in respect of the Debt hereby assigned as a debt owing to it by the Borrower and the Credit Union shall be entitled to receive the dividends payable in respect thereof, such dividends to be applied on such part or parts of the Indebtedness as the Credit Union shall see fit, until the whole of such Indebtedness have been paid and satisfied in full and thereafter the Undersigned shall be entitled to such dividends.
3. Upon payment and satisfaction in full of the Indebtedness and of all bills, notes and other instruments representing the same, and upon the written request of the Undersigned, the Credit Union will release to the Undersigned the Credit Union's claim under this agreement in respect of the Debt.
4. All monies received by the Undersigned from the Borrower shall be received in trust for the Credit Union and forthwith upon receipt shall be paid over to the Credit Union until the whole of the Indebtedness have been paid in full and satisfied.
5. This shall be a continuing agreement and the transfer and assignment of the Debt contained herein:
 - (a) is in addition to and not in substitution for any other security held by the Credit Union
 - (b) shall not operate as a merger of any debt or suspend the fulfillment of, or affect the rights, remedies and powers of the Credit Union with respect to any of the Indebtedness or any other securities; and
 - (c) shall not be terminated by reason of any partial payment on account of the Indebtedness made by the Borrower or the undersigned or any Indebtedness ceasing to exist, and the transfer and assignment contained herein shall be and remain valid security for any subsequent Indebtedness.
6. The Credit Union shall not be obliged to exhaust its recourse against the Borrower, the Undersigned or any other part or against any other security before realizing on or otherwise dealing with any of the Debt in whatever way the Credit Union considers desirable.
7. The Credit Union may:
 - (a) grant time renewals, extensions, indulgences, releases and discharges to;
 - (b) take securities from;
 - (c) give additional security to;
 - (d) abstain from taking additional security from;
 - (e) abstain from perfecting securities of;
 - (f) accept composition from; and
 - (g) otherwise deal with

the Borrower, the Undersigned and all other persons and securities, including any of the Debt, as the Credit Union may see fit, without prejudice to the right of the Credit Union to hold, deal with and realize on any of the Debt, in whatever way the Credit Union considers desirable.

8. The Undersigned undertakes and agrees, when requested by the Credit Union, to execute all sworn statements of claims, assignments and other documents and to do all matters and things which may be necessary or advisable to carry this agreement into effect.
9. Any monies owing and which may become owing by the Borrower to the Undersigned shall not be withdrawn, but remain on the books of the Borrower, unless the Credit Union's written consent to withdrawal is first obtained.
10. Except as provided in this agreement or with the consent in writing of the Credit Union, the Undersigned will not assign any of the Debt to any other person or ask for or obtain any negotiable paper or other evidence of the Debt.
11. The Borrower acknowledges that the Debt is not the subject or nor will any future Debt be made the subject of any set-off or counter-claim by the Borrower and the Borrower and the Undersigned represent to the Credit Union that the Undersigned holds no security for the Debt or any part thereof.
12. The Borrower and the Undersigned hereby agree with the Credit Union that no satisfaction, consideration or security will be given to or accepted by the Undersigned for any Debt, without the written consent of the Credit Union, first had and obtained.
13. The Undersigned acknowledges that this agreement has been delivered free of any conditions and that no statements, representations, agreements, collateral agreements or promises have been made to or with the Undersigned affecting or limiting the liability of the Undersigned under this agreement or inducing the Undersigned to enter into this agreement except as specifically contained herein in writing.
14. Where the Borrower or the Undersigned is a corporation, this agreement shall not be affected by:
 - (a) any change whatsoever in its or their objects, capital structure, or constitution with respect to transaction occurring before or after such change; or
 - (b) its or their amalgamation with any corporation, with respect to transactions occurring before or after such amalgamation;but shall, notwithstanding the happening of any of these events, continue to apply to all the indebtedness whether incurred before or after this agreement and in this agreement the words "Borrower" and "Undersigned" shall, if the Borrower or the Undersigned, respectively, is a corporation, include every firm and corporation which results from the events described in sections (a) and (b) above.
15. All words denoting the singular shall be pluralized throughout this agreement as the context requires and all words denoting gender shall be construed as the context requires.
16. If one or more of the provisions contained herein shall be invalid, illegal or unenforceable in any respect, such provision shall be deemed to be severable and the validity, legality, and enforceability of the remaining provision contained herein shall not in any way be affected or impaired thereby.
17. This agreement shall be binding upon and shall enure to the benefit of the executors, administrators, successors and assigns of the respective parties hereto.
18. All rights, powers and remedies of the Credit Union hereunder and under any other agreement now or at any time hereafter in force between the Credit Union and the Undersigned shall be cumulative and shall be in addition to and not in substitution for all rights, powers and remedies of the Credit Union at law or in equity.
19. This agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and shall be deemed to have been made in such Province and to be performed there, and the courts of such Province shall have jurisdiction over all disputes which may arise under this agreement, provided that nothing herein contained shall prevent the Credit Union from proceeding at its election against the undersigned in the courts of any other province or country. If the Undersigned becomes resident outside the Province referred to in this paragraph, then the Undersigned hereby submits to the jurisdiction of the courts of competent jurisdiction of the Province referred to in this paragraph in respect of any proceeding hereon.
20. The Undersigned acknowledges receipt of a copy of this agreement and waives all rights to receive from the Credit Union a copy of any financing statement, financing change statement or verification

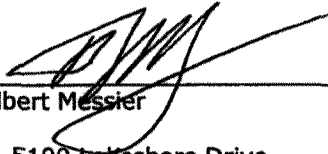
statements registered with or issued by any personal property registry at any time or from time to time in respect of this agreement.

Dated at Red Deer, Alberta this
11 day of February, 2015.

Execution by the party making the assignments and postponement (the "Undersigned"):

Signed and Delivered by:

Where the Undersigned is an Individual:



Albert Messier

Of: 1, 5100 Lakeshore Drive
Sylvan Lake, Alberta T4S 2L7

Date of Birth: February 23, 1943

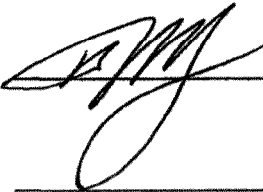
Where the Undersigned is a Corporation:

per: _____

per: _____

This Assignment and Postponement is acknowledged by the Borrower this 11 day of
February, 2015 and the Borrower covenants and agrees that any payment of the Debt of
any portion thereof shall be paid to the Credit Union.

Chateau Inn Ltd.

per: 

per: _____

This is **Exhibit "U"** referred to in the Affidavit of Ed Christenson,
sworn before me this 13 day of April, 2023



A Commissioner for Oaths in and for Alberta

SPENCER NORRIS
BARRISTER & SOLICITOR

Search ID #: Z15964108

Transmitting Party

MILLER THOMSON LLP
Attention: Accounts Payable
2700, 10155 102 STREET
EDMONTON, AB T5J 4G8

Party Code: 50000066
Phone #: 780 429 1751
Reference #: 0138667.0314 SDN

Search ID #: Z15964108

Date of Search: 2023-Mar-21

Time of Search: 14:56:04

Individual Debtor Search For:

MESSIER, ALBERT

Both Exact and Inexact Result(s) Found

NOTE:

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



Search ID #: Z15964108

Individual Debtor Search For:

MESSIER, ALBERT

Search ID #: Z15964108

Date of Search: 2023-Mar-21

Time of Search: 14:56:04

Registration Number: 15041719438

Registration Date: 2015-Apr-17

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2026-Apr-17 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status
Current

1 MESSIER, ALBERT
1, 5100 LAKESHORE DRIVE
SYLVAN LAKE, AB T4S 2L7

Birth Date:
1943-Feb-23

Secured Party / Parties

Block

Status
Current

1 SERVUS CREDIT UNION LTD.
151 KARL CLARK ROAD NW
EDMONTON, AB T6N 1H5

Collateral: General

Block **Description**

Status

1 An assignment of all indebtedness, present and future, direct and indirect, absolute and contingent of Chateau Inn Ltd. to the Debtor, all security held in support of such indebtedness and all proceeds including, without limitation, all goods, securities, instruments, documents of title, chattel paper, intangibles and money (all as defined in the Personal Property Security Act, any regulations thereunder and any amendments thereto).
Current

Search ID #: Z15964108

Individual Debtor Search For:

MESSIER, ALBERT

Search ID #: Z15964108

Date of Search: 2023-Mar-21

Time of Search: 14:56:04

Registration Number: 20081835319

Registration Date: 2020-Aug-18

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2041-Aug-18 23:59:59

Inexact Match on: Debtor

No: 2

Amendments to Registration

21040716943

Renewal

2021-Apr-07

Debtor(s)

Block

1 BECA INTERNATIONAL LTD
105-5100 LAKESHORE DRIVE
SYLVAN LAKE, AB T4S 2L7

Status

Current

Block

2 MESSIER, ALBERT, DAVID
13 RUSTIC CRES
NORGLLENWOLD, AB T4S 1S5

Status

Current

Birth Date:
1943-Feb-23

Secured Party / Parties

Block

1 ATB FINANCAIL (TRANSIT 926)
#700, 3715-47 AVENUE
SYLVAN LAKE, AB T4S 0C8
Email: pprnotices@atb.com

Status

Current

Collateral: General

Block

1 ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY

Status

Current

Search ID #: Z15964108

2

PROCEEDS: ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY
DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALINGS WITH THE ORIGINAL
COLLATERAL OR PROCEEDS THEREOF

Current

Search ID #: Z15964108

Note:

The following is a list of matches closely approximating your Search Criteria,
which is included for your convenience and protection.

Debtor Name / Address	Birth Date:	Reg.#
MASER, AMBER 551038 RGE RD 203 LAMONT COUNTY, AB T8L 2T2	1991-Nov-25	19051302002

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
MASER, ASHLEY, D 5401 50 STREET CALMAR, AB T0C 0V0	1988-May-27	20052932238

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
MASER, ASHLEY, DAWN 5401 50 STREET CALMAR, AB T0C 0V0	1988-May-27	20052932238

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
MASHAR, AKAM 13-139 PINEHILL ROAD NE CALGARY, AB T1Y 2M4	1993-Jan-17	22031021283

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
MASSAR, ABBEY, ELIZABETH 408 635 57 AVENUE SW CALGARY, AB T2V0H5	1987-Jul-09	20121406929

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
MASSIER, AARON 7210 - 93A STREET GRANDE PRAIRIE, AB T8V 6M9	1973-Dec-05	11051012739

Search ID #: Z15964108

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
MASSIER, AARON, J 9518 WEDGEWOOD DRIVE S GRANDE PRAIRIE, AB T8W2G5	1973-Dec-05	22101216788

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
MASSIER, AARON, JAMES 9518 WEDGEWOOD DRIVE SOUTH GRANDE PRAIRIE, AB T8W2G5	1973-Dec-05	21092739786

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
MASSIER, AARON, JAMES 9518 WEDGEWOOD DRIVE S GRANDE PRAIRIE, AB T8W2G5	1973-Dec-05	22101216788

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
MAZER, AIDEN 1146 116 ST NW EDMONTON, AB T6J6X5	1999-Mar-22	21110905654

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
MAZER, ANNE, M 1146 116 STRE NW EDMONTON, AB T6J 6X5	1967-Jul-28	22060808680

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
MAZER, ANNE, MARIE 1146 116 STRE NW EDMONTON, AB T6J 6X5	1967-Jul-28	22060808680

SECURITY AGREEMENT

Search ID #: Z15964108

Debtor Name / Address	Birth Date:	Reg.#
MAZOR, AMIR 405 WHISTON WAY NW EDMONTON, AB T6M 2C9	1974-May-15	21060931772

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
MAZOR, AMIR 405 WHISTON WAY NW EDMONTON, AB T6M2C9	1974-May-15	22080210968

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
MAZUR, ALTON BOX 2 VILNA, AB T0A3L0	1981-Apr-26	18110238516

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
MAZUR, ALTON, ERNEST BOX 2 VILNA, AB T0A3L0	1981-Apr-26	18110238516

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
MAZUR, ALTONERNEST, E BOX 2 VILNA, AB T0A3L0	1981-Apr-26	18110238516

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
MAZUR, AMANDA 15 LARK CLOSE SYLVAN LAKE, AB T4S2P6	1991-Aug-21	20062232317

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
	1973-Feb-01	

Search ID #: Z15964108

MAZUR, ANNA
154 EVANSCREST RD NW
CALGARY, AB T3P1J3

23022129306

SECURITY AGREEMENT

Debtor Name / Address

Birth Date:
1986-Oct-06

Reg.#

MAZUR, ANNA, URSZULA
4401-14540 1ST STREET NW
CALGARY, AB T3P1X5

22051716117

SECURITY AGREEMENT

Debtor Name / Address

Birth Date:
1969-Jan-23

Reg.#

MAZUR, ARLENE, M
10121 162 STREET NW
EDMONTON, AB T5P3L7

21111304626

SECURITY AGREEMENT

Debtor Name / Address

Birth Date:
1976-Sep-07

Reg.#

MEISSER, ANDRE
30 TUSSEWOOD VIEW NORTH WEST
CALGARY, AB T3L 2Y3

22011417738

SECURITY AGREEMENT

Debtor Name / Address

Birth Date:
1976-Sep-07

Reg.#

MEISSER, ANDRE, V
30 TUSSEWOOD VIEW NORTH WEST
CALGARY, AB T3L 2Y3

22011417738

SECURITY AGREEMENT

Debtor Name / Address

Birth Date:
1979-Mar-11

Reg.#

MESSER, AARON
5803 23 RD ST
LLOYDMINSTER, AB T9V2Y5

21102735245

SECURITY AGREEMENT

Debtor Name / Address

Birth Date:
1979-Mar-11

Reg.#

Search ID #: Z15964108

MESSER, AARON, JOSHUA
5803 23 RD ST
LLOYDMINSTER, AB T9V2Y5

21102735245

SECURITY AGREEMENT

Debtor Name / Address

Birth Date:
1963-Jul-01

Reg.#

MESSER, ALEXANDRA
6107 52 STREET
TABER, AB T1G 1J8

11092615503

SECURITY AGREEMENT

Debtor Name / Address

Birth Date:
1982-Feb-01

Reg.#

MESSER, ANDREW, LESTER
213 BROOKS PLACE
FORT MCMURRAY, AB T9K 2E6

21033138416

SECURITY AGREEMENT

Debtor Name / Address

MESSER, ANTHONY, MARTIN
7308 KELSEY PLACE SW
CALGARY, AB T2V 2M9

Reg.#

22072637856

SECURITY AGREEMENT

Debtor Name / Address

Birth Date:
1962-Mar-27

Reg.#

MESSIER, ADELE
NW 36-42-4 W4 BOX 339BOX 339
EDGERTON, AB T0B1K0

21102714005

SECURITY AGREEMENT

Debtor Name / Address

Birth Date:
1997-Feb-10

Reg.#

MESSIER, ALYSSIA
17109 126 ST NW
EDMONTON, AB T5X0E5

22071401821

SECURITY AGREEMENT

Debtor Name / Address

Birth Date:
1997-Feb-10

Reg.#

MESSIER, ALYSSIA, M
17109 126 ST NW
EDMONTON, AB T5X0E5

22071401821

Search ID #: Z15964108

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
MESSIER, ANDRE 5536 5 AVENUE SE CALGARY, AB T2A4E3	1963-Jan-20	23010317519

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
MOSER, ADAM 5607 151 STREET NW EDMONTON, AB T6H 4Y6	1984-Apr-24	16101813176

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
MOSER, ADAM PO BOX 724 DUCHESS, AB T0J 0Z0	1988-Jan-20	19032100291

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
MOSER, ADAM, D 77 SOMERSET STREET SE MEDICINE HAT, AB T1B 0H4	1985-Aug-12	20052918261

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
MOSER, ADAM, DELMAR 77 SOMERSET STREET SE MEDICINE HAT, AB T1B 0H4	1985-Aug-12	17061203953

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
MOSER, ADAM, DELMAR 77 SOMERSET STREET SE MEDICINE HAT, AB T1B 0H4	1985-Aug-12	20052918261

SECURITY AGREEMENT

Search ID #: Z15964108

Debtor Name / Address	Birth Date:	Reg.#
MOSER, ADAM, JOHN 5607151 STREET N.W. EDMONTON, AB T6H 4Y6	1984-Apr-24	15062923179

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
MOSER, ADAM, R PO BOX 724 DUCHESS, AB T0J 0Z0	1988-Jan-20	19032100291

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
MOSER, ALAN, R 462017 41 RANGE PO BOX 311 WINFIELD, AB T0C 2X0	1960-Oct-02	18100515396

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
MOSER, ALAN, R PO BOX 311 462017 41 RANGE WINFIELD, AB T0C 2X0	1960-Oct-02	20110912891

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
MOSER, ALAN, RENE 462017 41 RANGE PO BOX 311 WINFIELD, AB T0C 2X0	1960-Oct-02	18100515396

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
MOSER, ALAN, RENE PO BOX 311 462017 41 RANGE WINFIELD, AB T0C 2X0	1960-Oct-02	20110912891

SECURITY AGREEMENT

Search ID #: Z15964108

Debtor Name / Address	Birth Date:	Reg.#
MOSER, ALLISON 250 SAGE VALLEY ROAD NW APT 1407 CALGARY, AB T3R 0R6	1975-Jul-05	19112926800

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
MOSER, ALLISON, JANE 250 SAGE VALLEY ROAD NW APT 1407 CALGARY, AB T3R 0R6	1975-Jul-05	19112926800

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
MOSER, ANNIE 60 CRESTRIDGE VIEW SW CALGARY, AB T3B0M1	1971-Jun-24	22013111204

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
MOSER, ANNIE, J 60 CRESTRIDGE VIEW SW CALGARY, AB T3B 0M1	1971-Jun-24	21072901707

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
MOSER, ANNIE, J 60 CRESTRIDGE VIEW SW CALGARY, AB T3B0M1	1971-Jun-24	22013111204

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
MOSER, ASHLEY 324 SOMERSIDE CS MEDICINE HAT, AB T1B0N3	1983-Apr-16	22081905941

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg.#
	1983-Apr-16	

Search ID #: Z15964108

MOSER, ASHLEY, L
324 SOMERSIDE CS
MEDICINE HAT, AB T1B0N3

22081905941

SECURITY AGREEMENT

Debtor Name / Address

Birth Date:
1983-Apr-16

Reg.#

MOSER, ASHLEY, LYNDELLE
324 SOMERSIDE CS
MEDICINE HAT, AB T1B0N3

22081905941

SECURITY AGREEMENT

Debtor Name / Address

Birth Date:
1991-Dec-28

Reg.#

MOSER, AURORA, L
26 - 700 BOTHWELL DR
SHERWOOD PARK, AB T8H2W3

22042001233

SECURITY AGREEMENT

Debtor Name / Address

Birth Date:
1991-Dec-28

Reg.#

MOSER, AURORA, LOUISE
26 - 700 BOTHWELL DR
SHERWOOD PARK, AB T8H2W3

22042001233

SECURITY AGREEMENT

Debtor Name / Address

Birth Date:
1997-Feb-25

Reg.#

MOSER, AUSTYN, ROBERT
26 WESTVIEW BLVD
TABER, AB T1G0C1

22060818013

SECURITY AGREEMENT

Debtor Name / Address

Birth Date:
1984-Aug-03

Reg.#

MOSHER, AARON
140 COYOTE CRES
FORT MCMURRAY, AB T9K0C7

13053130165

SECURITY AGREEMENT

Debtor Name / Address

Birth Date:
1984-Aug-03

Reg.#

Search ID #: Z15964108

MOSHER, AARON
140 COYOTE CRES
FORT MCMURRAY, AB T9K0C7

20031931245

SECURITY AGREEMENT

Debtor Name / Address

Birth Date:
1984-Aug-03

Reg.#

MOSHER, AARON
140 COYOTE CRESCENT
FORT MCMURRAY, AB T9K0C7

22072134065

SECURITY AGREEMENT

Debtor Name / Address

Birth Date:
1984-Aug-03

Reg.#

MOSHER, AARON, C
140 COYOTE CRES
FORT MCMURRAY, AB T9K0C7

20031931245

SECURITY AGREEMENT

Debtor Name / Address

Birth Date:
1984-Aug-03

Reg.#

MOSHER, AARON, CHESTER
140 COYOTE CRESCENT
FORT MCMURRAY, AB T9K0C7

19092414726

SECURITY AGREEMENT

Debtor Name / Address

Birth Date:
1984-Aug-03

Reg.#

MOSHER, AARON, CHESTER
140 COYOTE CRESCENT
FORT MCMURRAY, AB T9K0C7

22072134065

SECURITY AGREEMENT

Debtor Name / Address

Birth Date:
1983-Apr-11

Reg.#

MOSHER, ADAM, LORAN
13510 38 ST
EDMONTON, AB T5A 2W7

16060102455

SECURITY AGREEMENT

Debtor Name / Address

Birth Date:
1964-Oct-14

Reg.#

Search ID #: Z15964108

MOSHER, ALLEN
P.O. BPO 16
SUNDRE, AB T0M 1X0

13071505272

SECURITY AGREEMENT

Debtor Name / Address

Birth Date:
1964-Oct-14

Reg.#

MOSHER, ALLEN, M
PO BOX 13 SITE 116
SUNDRE, AB T0H 1X0

18020615927

SECURITY AGREEMENT

Debtor Name / Address

Birth Date:
1954-Oct-29

Reg.#

MOSHER, ANNETTE, M
BOX 1074 (7503 TWP 584)
MAYERTHORPE, AB T0E 1N0

16101433579

SECURITY AGREEMENT

Debtor Name / Address

Birth Date:
1979-Sep-21

Reg.#

MOSHER, ANTHONY C
54262 RANGE ROAD 225 ROAD
FORT SASKATCHEWAN, AB T8L4A1

20112317839

SECURITY AGREEMENT

Debtor Name / Address

Birth Date:
1979-Sep-21

Reg.#

MOSHER, ANTHONY, C
54262 RANGE ROAD 225 ROAD
FORT SASKATCHEWAN, AB T8L4A1

20112317839

SECURITY AGREEMENT

Debtor Name / Address

Birth Date:
1979-Sep-21

Reg.#

MOSHER, ANTHONY, CHRIS
54262 RANGE ROAD 225 ROAD
FORT SASKATCHEWAN, AB T8L4A1

20112317839

SECURITY AGREEMENT

Debtor Name / Address

Birth Date:
1979-Sep-21

Reg.#

Search ID #: Z15964108

MOSHER, ANTHONY CHRIS
54262 RANGE ROAD 225 ROAD
FORT SASKATCHEWAN, AB T8L4A1

20112317839

SECURITY AGREEMENT

Debtor Name / Address

Birth Date:
1974-Dec-19

Reg.#

MOSHER, AUGUSTA, G
5844 67 AVEN
ROCKY MOUNTAIN HOU, AB T4T 1V6

21041423696

SECURITY AGREEMENT

Debtor Name / Address

Birth Date:
1979-Aug-29

Reg.#

MOSHER, AYAKA
9030 157 STREET NW
EDMONTON, AB T5R2A8

21081603639

SECURITY AGREEMENT

Debtor Name / Address

Birth Date:
1979-Dec-04

Reg.#

MOSIER, AMANDA
9211 163 AVENUE NW
EDMONTON, AB T5Z3M8

22040106036

SECURITY AGREEMENT

Debtor Name / Address

Birth Date:
1979-Dec-04

Reg.#

MOSIER, AMANDA, LYNN
9211 163 AVENUE NW
EDMONTON, AB T5Z3M8

22040106036

SECURITY AGREEMENT

Debtor Name / Address

Birth Date:
1996-Nov-12

Reg.#

MOSIER, ANTHONY
68 HARTWICK LANDNG
SPRUCE GROVE, AB T7X0A5

22112220043

SECURITY AGREEMENT

Debtor Name / Address

Birth Date:
1996-Nov-12

Reg.#

Search ID #: Z15964108

MOSIER, ANTHONY, JUSTIN
68 HARTWICK LANDING
SPRUCE GROVE, AB T7X0A5

22120612227

SECURITY AGREEMENT

Debtor Name / Address

MOSIER, ASHLEE
10619 129 AVE
EDMONTON, AB T5E 0L3

Birth Date:
1991-Apr-03

Gender:
Female

Reg.#

16041126209

WRIT OF ENFORCEMENT

Debtor Name / Address

MOUSER, AARON, CHRISTOPHER
457 RIVERSIDE GREEN NW
HIGH RIVER, AB T1V2B6

Birth Date:
1973-Jan-11

Reg.#

22062801548

SECURITY AGREEMENT

Debtor Name / Address

MOUSIR, ANTHONY, DAVID
1318 LONDON AVENUE
SPRING HILL, FL 34606

Birth Date:
1973-Oct-11

Gender:
Male

Reg.#

11101209867

MAINTENANCE ORDER

Debtor Name / Address

MUSSER, AMANDA, DAWN
PO BOX 600
WARBURG, AB T0C 2T0

Birth Date:
1986-May-31

Reg.#

16091626138

SECURITY AGREEMENT

Debtor Name / Address

MUSSER, AMANDA, DAWN
P.O. BOX 600
WARBURG, AB T0C 2T0

Birth Date:
1986-May-31

Reg.#

17082807249

SECURITY AGREEMENT

Debtor Name / Address

Birth Date:
1986-May-31

Reg.#

Search ID #: Z15964108

MUSSER, AMANDA DAWN, KATHERINE
BOX 600
WARBURG, AB T0C 2T0

19062415854

SECURITY AGREEMENT

Debtor Name / Address

Birth Date:
1986-May-31

Reg.#

MUSSER, AMANDA, DAWN KATHERINE
P.O BOX 600
WARBURG, AB T0C 2T0

19062438923

SECURITY AGREEMENT

Debtor Name / Address

Birth Date:
1986-May-31

Reg.#

MUSSER, AMANDA, DAWN KATHERINE
PO BOX 600
WARBURG, AB T0C 2T0

20072415686

SECURITY AGREEMENT

Debtor Name / Address

Birth Date:
1993-Aug-20

Reg.#

MUYSER, AMANDA, DAWN
1041 56 ST
EDMONTON, AB T6L1Y4

16120612661

SECURITY AGREEMENT

Result Complete

This is **Exhibit "V"** referred to in the Affidavit of Ed Christenson,
sworn before me this 13 day of April, 2023



A Commissioner for Oaths in and for Alberta

SPENCER NORRIS
BARRISTER & SOLICITOR



Innisfail Business Banking
Centre
4415 50 Street
Innisfail, Alberta T4G 1P3

T 587-484-0384
1.877.378.8728
servus.ca

March 6, 2023

by Hand Delivered

Chateau Inn Ltd.
5027 Lakeshore Drive
Sylvan Lake Alberta
T4S 1R3

Dear Sir(s) / Madam(s):

This letter is to advise that you are in default of the terms and conditions agreed to in the Credit Facility Letter dated June 15, 2020 and accepted by the borrower & guarantors on June 17, 2020.

1. Loan repayment delinquency:
 - Sub 1 – Delinquent 24 days, \$46,594.32 required to bring current to February 10, 2023
 - Next payments will be due March 10, 2023 for \$42,085.20

Chateau Inn Ltd must remedy the defaults within 10 days of the date of this letter by:
Providing Servus Credit Union with payments to cover the arrears on all mortgages.

We are providing copy of this letter to the guarantors which shall serve as notice to them of the requirement to remedy defaults as set out herein.

All advances continue to be due and payable upon demand.

Sincerely,

Andrew LeBlanc
Regional Manager



This is **Exhibit "W"** referred to in the Affidavit of Ed Christenson, sworn before me this 13 day of April, 2023



A Commissioner for Oaths in and for Alberta
SPENCER NORRIS
BARRISTER & SOLICITOR



MILLER THOMSON
 AVOCATS | LAWYERS

MILLER THOMSON LLP
 COMMERCE PLACE
 10155 - 102 STREET, SUITE 2700
 EDMONTON, AB T5J 4G8
 CANADA

T 780.429.1751
 F 780.424.5866

MILLERTHOMSON.COM

March 21, 2023

Spencer Norris
 Direct Line: 780.429.9746
 snorris@millerthomson.com

DELIVERED VIA COURIER

File: 138667.314

Chateau Inn Ltd.
 #1, 5100 Lakeshore Drive
 Sylvan Lake, AB T4S 2L7

Dear Sir/Madam:

**Re: Servus Credit Union Ltd.
 Loans to Chateau Inn Ltd. (the "Borrower")
 DEMAND FOR PAYMENT**

Our office acts as legal counsel for Servus Credit Union Ltd. ("**Servus**"). Servus' loans in connection with the above noted matter are in default. As of March 14, 2023, the indebtedness owing to Servus was \$6,932,754.86, (the "**Indebtedness**"), some particulars of which are:

Loan Description	Principal	Interest	Total	Per Diem
Loan 1	\$ 6,500,125.24	\$ 100,616.77	\$ 6,600,742.01	\$ 1,503.043
Loan 3 (CEBA Loan)	\$ 60,000.00	-	\$ 60,000.00	
Loan 4 (HASCAP Loan)	\$ 226,394.11	\$ 396.97	\$ 226,791.08	\$ 24.81
Authorized Overdraft	\$ 45,051.53	\$ 170.24	\$ 45,221.77	\$ 10.01
TOTAL			\$6,932,754.86	

As security for repayment of the Indebtedness, Servus was granted certain security including those as set out in Schedule "A" attached hereto (the "**Securities**").

On behalf of Servus, we hereby demand payment of the Indebtedness, together with interest which continues to accrue after March 14, 2023 plus any and all costs incurred by Servus, including, without limitation, all professional fees and legal costs on a solicitor and own client full indemnity basis. The exact amount owing should be confirmed with Servus at the relevant time of payment.

Unless payment in full is received by Servus **within 10 days from the date of this letter**, Servus will take whatever action it deems necessary to recover the amounts owing. Such

action may include realizing on any or all the Securities Servus holds with respect of the amounts owing.

Servus reserves the right to accelerate the above demand period and to realize on any of the Securities it holds or otherwise take action prior to the date for payment in full specified above if Servus becomes aware of facts or circumstances which cause it to believe that the prospect of repayment of the Indebtedness or any Securities are jeopardy.

Attached is a formal Notice of Intention to Enforce Security under Section 244 of the *Bankruptcy and Insolvency Act*.

Sincerely,

MILLER THOMSON LLP

Per:



Spencer Norris
Enclosure



SCHEDULE "A" – SECURITIES

1. Credit Facility Letter dated January 21, 2015;
2. Credit Facility Letter dated June 15, 2020;
3. Credit Facility Letter Amendment dated February 23, 2021;
4. Credit Facility Letter Amendment dated May 25, 2021;
5. Credit Facility Letter Amendment dated September 29, 2021;
6. General Security Agreement granted by Chateau Inn Ltd. in favour of Servus Credit Union Ltd., dated February 11, 2015, and registered at the Alberta Personal Property Registry on January 27, 2015, as registration no. 15012724980;
7. Mortgage dated February 11, 2015 in the principal amount of \$12,000,000.00 and registered at the Alberta Land Titles Office on February 18, 2015 as instrument no. 152056054, with respect to the Lands legally described as:
 - Plan 5569KS
 - Block A
 - Lots 7 to 9 Inclusive
 - Excepting Thereout All Mines and Minerals
8. Mortgage Amendment Agreement, dated April 20, 2015, reducing the principal amount of the mortgage to \$7,475,000.00;
9. General Assignment of Leases and Rents dated February 11, 2015;



FORM 86
NOTICE OF INTENTION TO ENFORCE A SECURITY
(Rule 124)

To: Chateau Inn Ltd., an insolvent person (the "Insolvent Person")

TAKE NOTICE THAT:

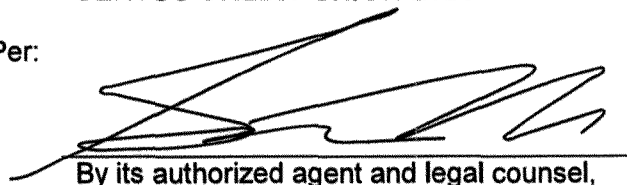
1. Servus Credit Union Ltd. ("**Servus**"), a secured creditor, intends to enforce its security on the property of the Insolvent Person, specifically:
 - (a) All present and after-acquired personal and real property, including but not limited to the Lands legally described as:

Plan 5569KS
Block A
Lots 7 to 9 Inclusive
Excepting Thereout All Mines and Minerals
2. The security that is to be enforced is in the form of the security set out in Schedule "A" attached hereto.
3. The total amount of indebtedness secured by the security as at March 17, 2023 totals the principal sum of \$6,932,754.86, plus further interest and legal costs on a solicitor and own client basis full indemnity.
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 Edmonton, Alberta this 21st day of March, 2023.

SERVUS CREDIT UNION LTD.

Per:



By its authorized agent and legal counsel,
Spencer Norris
Barrister and Solicitor



SCHEDULE "A" – SECURITIES

5. Credit Facility Letter dated January 21, 2015;
6. Credit Facility Letter dated June 15, 2020;
7. Credit Facility Letter Amendment dated February 23, 2021;
8. Credit Facility Letter Amendment dated May 25, 2021;
9. Credit Facility Letter Amendment dated September 29, 2021;
10. General Security Agreement granted by Chateau Inn Ltd. in favour of Servus Credit Union Ltd., dated February 11, 2015, and registered at the Alberta Personal Property Registry on January 27, 2015, as registration no. 15012724980;
11. Mortgage dated February 11, 2015 in the principal amount of \$12,000,000.00 and registered at the Alberta Land Titles Office on February 18, 2015 as instrument no. 152056054, with respect to the Lands legally described as:

Plan 5569KS
Block A
Lots 7 to 9 Inclusive
Excepting Thereout All Mines and Minerals
12. Mortgage Amendment Agreement, dated April 20, 2015, reducing the principal amount of the mortgage to \$7,475,000.00;
13. General Assignment of Leases and Rents dated February 11, 2015;





MILLER THOMSON
AVOCATS | LAWYERS

MILLER THOMSON LLP
COMMERCE PLACE
10155 - 102 STREET, SUITE 2700
EDMONTON, AB T5J 4G8
CANADA

T 780.429.1751
F 780.424.5866

MILLERTHOMSON.COM

March 21, 2023

DELIVERED VIA COURIER

Beca International Ltd.
#1, 5100 Lakeshore Drive
Sylvan Lake, AB T4S 2L7

Spencer Norris
Direct Line: 780.429.9746
snorris@millerthomson.com

File: 138667.314

Dear Sir/Madam:

**Re: Servus Credit Union Ltd.
Loans to Chateau Inn Ltd. (the "Borrower")
FORMAL DEMAND FOR PAYMENT**

Our office acts as legal counsel for Servus Credit Union Ltd. ("**Servus**"). The Borrower's loans with Servus in connection with the captioned matter are in default. You are hereby advised that Servus has demanded on the Borrower for repayment of all indebtedness (the "**Borrower's Indebtedness**") owing to Servus by the Borrower. Accordingly, Servus is making formal demands on all parties who have guaranteed the Borrower's Indebtedness. In that regard, we are enclosing a copy of Servus's formal demand letter to the Borrower, together with our Notice of Intention to Enforce Security pursuant to s. 244(1) of the *Bankruptcy and Insolvency Act*.

As security for repayment of the Borrower's Indebtedness, Servus holds certain security granted by you as set out in Schedule "**A**" hereto (the "**Securities**"). Pursuant to the Securities, you are liable to Servus in relation to all amounts owing by the Borrower, plus accrued interest thereon and any and all costs incurred by Servus, including without limitation, all professional fees and legal costs on a solicitor and client full indemnity basis (collectively, the "**Guarantee Liability**"). The exact amount of the Guarantee Liability should be confirmed with Servus at the relevant time of payment.

Unless payment of the Guarantee Liability, in full, is received by Servus **within 10 days from the date of this letter**, Servus will take whatever action it deems necessary to recover the amounts owing. Such action may include realizing on any or all of the Securities Servus holds in respect of the amounts owing.

Servus reserves the right to accelerate the above demand period and to realize on any of the Securities it holds or otherwise take action prior to the date for payment in full specified above if Servus becomes aware of facts or circumstances which cause it to believe the prospect for repayment of the above loans or any securities in jeopardy.

Attached is a formal Notice of Intention to Enforce Security under Section 244 of the *Bankruptcy and Insolvency Act*.

Sincerely,

MILLER THOMSON LLP

Per:



Spencer Norris
Enclosure



SCHEDULE "A" – SECURITIES

1. Guarantee & Postponement, dated May 5, 2017, granted by Beca International Ltd. in favour of Servus in an unlimited amount, plus interest thereon and costs;

FORM 86
NOTICE OF INTENTION TO ENFORCE A SECURITY
(Rule 124)

To: Beca International Ltd., an insolvent person (the "Insolvent Person")


TAKE NOTICE THAT:

1. Servus Credit Union Ltd. ("**Servus**"), a secured creditor, intends to enforce its security on the property of the Insolvent Person, specifically:
 - (a) Any and all debt of Chateau Inn Ltd. to the Insolvent Person;
2. The security that is to be enforced is in the form of the security set out in Schedule "A" attached hereto.
3. The total amount of indebtedness secured by the security as at March 17, 2023 totals the principal sum of \$6,932,754.86, plus further interest and legal costs on a solicitor and own client basis full indemnity.
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 Edmonton, Alberta this 21st day of March, 2023.

SERVUS CREDIT UNION LTD.

Per:



By its authorized agent and legal counsel,
Spencer Norris
Barrister and Solicitor

SCHEDULE "A" – SECURITIES

1. Guarantee & Postponement, dated May 5, 2017, granted by Beca International Ltd. in favour of Servus in an unlimited amount, plus interest thereon and costs;



MILLER THOMSON
AVOCATS | LAWYERS

MILLER THOMSON LLP
COMMERCE PLACE
10155 - 102 STREET, SUITE 2700
EDMONTON, AB T5J 4G8
CANADA

T 780.429.1751
F 780.424.5866

MILLERTHOMSON.COM

March 21, 2023

DELIVERED VIA REGISTERED MAIL

The Estate of Albert Messier
#105, 5100 Lakeshore Drive
Sylvan Lake, AB T4S 2L7

Spencer Norris
Direct Line: 780.429.9746
snorris@millerthomson.com

File: 138667.314

Dear Sir/Madam:

**Re: Servus Credit Union Ltd.
Loans to Chateau Inn Ltd. (the "Borrower")
FORMAL DEMAND FOR PAYMENT**

Our office acts as legal counsel for Servus Credit Union Ltd. ("**Servus**"). The Borrower's loans with Servus in connection with the captioned matter are in default. The estate is hereby advised that Servus has demanded on the Borrower for repayment of all indebtedness (the "**Borrower's Indebtedness**") owing to Servus by the Borrower. Accordingly, Servus is making formal demands on all parties who have guaranteed the Borrower's Indebtedness. In that regard, we are enclosing a copy of Servus's formal demand letter to the Borrower, together with our Notice of Intention to Enforce Security pursuant to s. 244(1) of the *Bankruptcy and Insolvency Act*.

As security for repayment of the Borrower's Indebtedness, Servus holds certain security granted by you as set out in Schedule "**A**" hereto (the "**Securities**"). Pursuant to the Securities, the Estate is liable to Servus in relation to all amounts owing by the Borrower, up to the limited amount of \$3,900,000.00, plus accrued interest thereon and any and all costs incurred by Servus, including without limitation, all professional fees and legal costs on a solicitor and client full indemnity basis (collectively, the "**Guarantee Liability**"). The exact amount of the Guarantee Liability should be confirmed with Servus at the relevant time of payment.

Unless payment of the Guarantee Liability, in full, is received by Servus **within 10 days from the date of this letter**, Servus will take whatever action it deems necessary to recover the amounts owing. Such action may include realizing on any or all of the Securities Servus holds in respect of the amounts owing.

Servus reserves the right to accelerate the above demand period and to realize on any of the Securities it holds or otherwise take action prior to the date for payment in full specified above if Servus becomes aware of facts or circumstances which cause it to believe the prospect for repayment of the above loans or any securities in jeopardy.

Sincerely,

MILLER THOMSON LLP

Per:



Spencer Norris
Enclosure



SCHEDULE "A" – SECURITIES

1. Guarantee & Postponement, dated February 11, 2015, granted by Albert Messier in favour of Servus in the limited amount of \$3,900,000.00, plus interest thereon and costs;
2. Assignment and Postponement, dated February 11, 2015, granted by Albert Messier in an unlimited amount;

This is **Exhibit "X"** referred to in the Affidavit of Ed Christenson,
sworn before me this 13 day of April, 2023



A Commissioner for Oaths in and for Alberta

**SPENCER NORRIS
BARRISTER & SOLICITOR**

Chateau Inn Ltd.
Financial Statements
Year Ended September 30, 2020
(Unaudited)

THE ARGUS GROUP

CHARTERED PROFESSIONAL ACCOUNTANTS

Independent Practitioner's Review Engagement Report

To the Shareholders of Chateau Inn Ltd.

We have reviewed the accompanying financial statements of Chateau Inn Ltd. that comprise the balance sheet as at September 30, 2020 and the statements of loss and deficit and cash flow for the year then ended, and a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with Canadian accounting standards for private enterprises, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

Practitioner's Responsibility

Our responsibility is to express a conclusion on the accompanying financial statements based on our review. We conducted our review in accordance with Canadian generally accepted standards for review engagements, which require us to comply with relevant ethical requirements.

A review of financial statements in accordance with Canadian generally accepted standards for review engagements is a limited assurance engagement. The practitioner performs procedures, primarily consisting of making inquiries of management and others within the entity, as appropriate, and applying analytical procedures, and evaluates the evidence obtained.

The procedures performed in a review are substantially less in extent than, and vary in nature from, those performed in an audit conducted in accordance with Canadian generally accepted auditing standards. Accordingly, we do not express an audit opinion on these financial statements.

Conclusion

Based on our review, nothing has come to our attention that causes us to believe that these financial statements do not present fairly, in all material respects, the financial position of Chateau Inn Ltd. as at September 30, 2020, and the results of its operations and its cash flows for the year then ended in accordance with the Canadian accounting standards for private enterprises.

Calgary, Alberta

December 3, 2020

The Argus Group

CHARTERED PROFESSIONAL ACCOUNTANTS

Chateau Inn Ltd.
Balance Sheet
September 30, 2020
(Unaudited)

	2020	2019
Assets		
Current		
Accounts receivable	\$ 9,852	\$ 20,170
Capital assets (Note 4)	7,675,497	7,942,665
	\$ 7,685,349	\$ 7,962,835
Liabilities and Shareholders' Deficiency		
Current		
Bank indebtedness	\$ 30,132	\$ 56,589
Accounts payable	76,368	86,231
Current portion of long term debt (Note 5)	6,617,738	6,506,163
Short term debt	40,000	-
Goods and services tax payable	2,147	12,882
Employee deductions payable	12,260	13,788
Due to related parties (Note 6)	2,145,330	1,719,356
	8,923,975	8,395,009
Long term debt (Note 5)	632,046	635,448
Due to related parties (Note 6)	3,900,000	3,900,000
	13,456,021	12,930,457
Shareholders' Deficiency		
Share capital (Note 7)	1,150,100	1,167,375
Deficit	(6,920,772)	(6,134,997)
	(5,770,672)	(4,967,622)
	\$ 7,685,349	\$ 7,962,835

The accompanying notes are an integral part of these financial statements

Chateau Inn Ltd.
Statement of Loss and Deficit
Year Ended September 30, 2020

(Unaudited)

	2020	2019
Revenue	\$ 839,895	\$ 1,309,300
Direct costs	111,490	169,223
Gross profit	728,405	1,140,077
Expenses		
Advertising and promotion	51,416	64,063
Business taxes, licenses and memberships	1,781	1,774
Commissions	22,434	24,475
Credit card charges	68,126	96,641
Insurance	21,133	21,397
Interest and bank charges	5,584	4,290
Management fees <i>(Note 9)</i>	2,523	13,076
Office <i>(Note 10)</i>	24,554	26,351
Professional fees	-	6,987
Property taxes	31,250	70,546
Repairs and maintenance	24,869	37,020
Salaries and wages	352,115	622,508
Security	-	8,063
Supplies	22,985	32,013
Training	215	1,958
Travel	417	1,076
Uniforms	981	1,679
Utilities	151,833	170,628
Vehicle	598	1,049
	782,814	1,205,594
Loss from operations	(54,409)	(65,517)
Other income (expenses)		
Amortization	(275,419)	(292,799)
Interest on long term debt	(455,947)	(455,295)
	(731,366)	(748,094)
Net loss	(785,775)	(813,611)
Deficit - beginning of year	(6,134,997)	(5,321,386)
Deficit - end of year	\$ (6,920,772)	\$ (6,134,997)

The accompanying notes are an integral part of these financial statements

Chateau Inn Ltd.
Statement of Cash Flow
Year Ended September 30, 2020
(Unaudited)

	2020	2019
Operating activities		
Net loss	\$ (785,775)	\$ (813,611)
Item not affecting cash:		
Amortization of capital assets	275,419	292,799
	(510,356)	(520,812)
Changes in non-cash working capital:		
Accounts receivable	10,318	(18,274)
Accounts payable	(9,863)	(8,485)
Goods and services tax payable	(10,735)	704
Employee deductions payable	(1,528)	401
	(11,808)	(25,654)
Cash flow used by operating activities	(522,164)	(546,466)
Investing activity		
Purchase of capital assets	(8,251)	(6,382)
Financing activities		
Short term debt	40,000	-
Advances from related parties	425,974	536,225
Correction to dividend accrual capitalized to preferred shares	(17,275)	-
Proceeds from long term financing	126,104	-
Repayment of long term debt	(17,931)	(73,129)
Cash flow from financing activities	556,872	463,096
Increase (decrease) in cash flow	26,457	(89,752)
Cash (deficiency) - beginning of year	(56,589)	33,163
Deficiency - end of year	\$ (30,132)	\$ (56,589)

The accompanying notes are an integral part of these financial statements

Chateau Inn Ltd.
Notes to Financial Statements
Year Ended September 30, 2020

(Unaudited)

1. **BASIS OF PRESENTATION**

The financial statements were prepared in accordance with Canadian accounting standards for private enterprises (ASPE).

Some users may require further information as these statements have not been prepared for general purposes.

2. **SHAREHOLDERS' DEFICIENCY**

These financial statements have been prepared on a going-concern basis that contemplates the realization of assets and the payment of liabilities in the ordinary course of business. Should the company be unable to continue as a going concern, it may be unable to realize the carrying value of its assets and to meet its liabilities as they become due.

As at September 30, 2018, the company had a shareholders' deficiency of \$5,009,896 and working capital deficit of \$6,697,756 (exclusive of amounts due to related parties). In addition, the company is in violation of its debt covenants, and has suffered temporary closures due to the Covid-19 pandemic (See Note 11).

The company's ability to continue as a going concern is dependant upon its ability to attain profitable operations and generate funds therefrom and on maintaining loans from third parties sufficient to meet current and future obligations.

3. **SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Basis of presentation

These financial statements have been prepared by the Company's management in accordance with Canadian accounting standards for private enterprises. In preparing these financial statements, management is required to make estimates and assumptions. In management's opinion, the financial statements have been properly prepared using careful judgement within reasonable limits of materiality and within the framework of the accounting policies summarized below:

Financial instruments policy

Financial instruments are recorded at fair value when acquired or issued. In subsequent periods, financial assets with actively traded markets are reported at fair value, with any unrealized gains and losses reported in income. All other financial instruments are reported at amortized cost, and tested for impairment at each reporting date. Transaction costs on the acquisition, sale, or issue of financial instruments are expensed when incurred.

Preferred shares that would otherwise be classified as liabilities, are classified as equity when issued as part of certain tax planning arrangements.

(continues)

Chateau Inn Ltd.
Notes to Financial Statements
Year Ended September 30, 2020
(Unaudited)

3. **SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES** *(continued)*

Capital assets

Capital assets are stated at cost less accumulated amortization. Capital assets are amortized over their estimated useful lives at the following rates and methods:

Buildings	4%	declining balance method
Equipment	20%	declining balance method
Furniture and fixtures	20%	declining balance method

Measurement uncertainty

The preparation of financial statements in conformity with Canadian accounting standards for private enterprises requires management to make estimates and assumptions that affect the reported amount of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the period. Such estimates are periodically reviewed and any adjustments necessary are reported in earnings in the period in which they become known. Actual results could differ from these estimates.

Revenue recognition

The Company recognizes revenues when they are earned, specifically when all the following conditions are met:

- a) services are provided or products are delivered to customers
- c) there is clear evidence that an arrangement exists
- d) amounts are fixed or can be determined
- e) the ability to collect is reasonable assured.

4. **CAPITAL ASSETS**

	Cost	Accumulated amortization	2020 Net book value	2019 Net book value
Land	\$ 1,800,000	\$ -	\$ 1,800,000	\$ 1,800,000
Buildings	8,263,902	2,540,415	5,723,487	5,961,935
Equipment	404,349	339,407	64,942	75,438
Other machinery and equipment	42,364	36,652	5,712	7,141
Furniture and fixtures	397,357	316,001	81,356	98,151
	\$ 10,907,972	\$ 3,232,475	\$ 7,675,497	\$ 7,942,665

Chateau Inn Ltd.
Notes to Financial Statements
Year Ended September 30, 2020

(Unaudited)

5. LONG TERM DEBT

	2020	2019
Servus Credit Union loan bearing interest at 5.9% per annum, repayable in monthly blended payments of \$42,108. During the year, the company made only intermittent payments on the loan, and capitalized \$110,931 of interest during the year. The company is currently negotiating the mortgage with the lender. The loan matures on April 1, 2022 and is secured by a first mortgage over land, building and equipment.	\$ 6,584,174	\$ 6,473,242
AFSC loan bearing interest at 4.735% per annum, repayable in monthly blended payments of \$7,365. The lender has approved payments of interest only for the 5 month period of November, 2020 to March, 2021. The loan matures on May 1, 2021 and is secured by a second mortgage over land, building and equipment.	665,610	668,369
	7,249,784	7,141,611
Less current portion	(6,617,738)	(6,506,163)
	\$ 632,046	\$ 635,448

Principal repayment terms are approximately:

2021	\$ 6,617,738
2022	59,736
2023	62,627
2024	65,657
2025	68,835
	<u>68,835</u>
	\$ 6,874,593

The company is in violation of debt covenants on its Servus mortgage regarding the debt to equity and debt service coverage ratios. As such, the Servus mortgage has been classified as a current liability.

The company renewed the AFSC loan on November 19, 2020 for a term maturing May 1, 2021 with a monthly payment of \$7,365 including interest at 4.375%, however there will be interest only payments for the period December 1, 2020 to April 30, 2021.

Chateau Inn Ltd.
Notes to Financial Statements
Year Ended September 30, 2020

(Unaudited)

6. DUE TO RELATED PARTIES

	2020	2019
Current portion due to related party		
Due to Beca International Ltd. - current	\$ 2,145,330	\$ 1,719,356
Long term portion due to related party		
Due to Beca International Ltd. - long term	3,900,000	3,900,000
	\$ 6,045,330	\$ 5,619,356

Advances from Beca International Ltd. are non-interest bearing, have no fixed terms of repayment, and are secured by promissory notes. As part of the lending agreement with Servus Credit Union, Beca International Limited has postponed repayment of \$3,900,000. The company is related by virtue of common ownership of shares.

7. SHARE CAPITAL

	2020	2019
Authorized:		
Unlimited Class "A" Common voting shares		
Unlimited Class "B" Common non-voting shares		
Unlimited Class "C" Preferred shares, non-voting, redeemable and retractable at \$1 per share		
Unlimited Class "D" Preferred shares, non-voting, redeemable and retractable at \$1,000 per share		
Issued:		
100 Common Shares Class #1	\$ 100	\$ 100
1,150 Preferred Shares Class #1	1,150,000	1,167,275
	\$ 1,150,100	\$ 1,167,375

Chateau Inn Ltd.
Notes to Financial Statements
Year Ended September 30, 2020

(Unaudited)

8. FINANCIAL INSTRUMENTS

The Company is exposed to various risks through its financial instruments and has a comprehensive risk management framework to monitor, evaluate and manage these risks. The following analysis provides information about the company's risk exposure and concentration as of September 30, 2016.

Credit risk

Credit risk arises from the potential that a counter party will fail to perform its obligations. The company is exposed to credit risk from customers. In order to reduce its credit risk, the company reviews a new customer's credit history before extending credit and conducts regular reviews of its existing customers' credit performance. An allowance for doubtful accounts is established based upon factors surrounding the credit risk of specific accounts, historical trends and other information. The company has a significant number of customers which minimizes concentration of credit risk.

Liquidity risk

Liquidity risk is the risk that an entity will encounter difficulty in meeting obligations associated with financial liabilities. The company is exposed to this risk mainly in respect of its receipt of funds from its customers and other related sources, long term debt, and accounts payable.

Market risk

Market Risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market prices. Market risk comprises three types of risk: currency rate risk, interest rate risk and other price risk. The company is mainly exposed to interest rate risk.

Interest rate risk

Interest rate risk is the risk that the value of a financial instrument might be adversely affected by a change in the interest rates. In seeking to minimize the risks from interest rate fluctuations, the company manages exposure through its normal operating and financing activities. The company is exposed to interest rate risk primarily through its credit facilities.

9. DETAILS OF MANAGEMENT FEES EXPENSE

	2020	2019
Sue Fisher	\$ 2,523	\$ 13,076

10. DETAILS OF OFFICE EXPENSE

	2020	2019
Office Expense	\$ 13,527	\$ 15,981
Technical Support	11,027	10,369
	\$ 24,554	\$ 26,350

11. COVID-19 PANDEMIC

In March 2020, the COVID-19 outbreak was declared a pandemic by the World Health Organization. This has resulted in governments worldwide, including the Canadian and Provincial governments, enacting emergency measures to combat the spread of the virus. These measures, which include the implementation of travel bans, self-imposed quarantine periods and social distancing, have caused material disruption to business globally and in Canada resulting in an economic slowdown. Governments and central banks have reacted with significant monetary and fiscal interventions designed to stabilize economic conditions however the success of these interventions is not currently determinable. The current challenging economic climate may lead to adverse changes in cash flows, working capital levels and/or debt balances, which may also have a direct impact on the Company's operating results and financial position in the future. The situation is dynamic and the ultimate duration and magnitude of the impact on the economy and the financial effect on our business is not known at this time.

This is **Exhibit "Y"** referred to in the Affidavit of Ed Christenson,
sworn before me this 13 day of April, 2023



A Commissioner for Oaths in and for Alberta
SPENCER NORRIS
BARRISTER & SOLICITOR

Chateau Inn Ltd.
Financial Statements
Year Ended September 30, 2021
(Unaudited)

THE ARGUS GROUP

CHARTERED PROFESSIONAL ACCOUNTANTS

Independent Practitioner's Review Engagement Report

To the Shareholders of Chateau Inn Ltd.

We have reviewed the accompanying financial statements of Chateau Inn Ltd. that comprise the balance sheet as at September 30, 2021 and the statements of loss and deficit and cash flow for the year then ended, and a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with Canadian accounting standards for private enterprises, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

Practitioner's Responsibility

Our responsibility is to express a conclusion on the accompanying financial statements based on our review. We conducted our review in accordance with Canadian generally accepted standards for review engagements, which require us to comply with relevant ethical requirements.

A review of financial statements in accordance with Canadian generally accepted standards for review engagements is a limited assurance engagement. The practitioner performs procedures, primarily consisting of making inquiries of management and others within the entity, as appropriate, and applying analytical procedures, and evaluates the evidence obtained.

The procedures performed in a review are substantially less in extent than, and vary in nature from, those performed in an audit conducted in accordance with Canadian generally accepted auditing standards. Accordingly, we do not express an audit opinion on these financial statements.

Conclusion

Based on our review, nothing has come to our attention that causes us to believe that these financial statements do not present fairly, in all material respects, the financial position of Chateau Inn Ltd. as at September 30, 2021, and the results of its operations and its cash flows for the year then ended in accordance with the Canadian accounting standards for private enterprises.

Calgary, Alberta

February 2, 2022

The Argus Group

CHARTERED PROFESSIONAL ACCOUNTANTS

Chateau Inn Ltd.
Balance Sheet
September 30, 2021
(Unaudited)

	2021	2020
Assets		
Current		
Accounts receivable	\$ 18,266	\$ 9,852
Capital assets (Note 4)	7,436,196	7,675,498
	\$ 7,454,462	\$ 7,685,350
Liabilities and Shareholders' Deficiency		
Current		
Bank indebtedness	\$ 23,167	\$ 30,132
Accounts payable	113,343	76,368
Current portion of long term debt (Note 6)	6,576,331	6,617,738
Short term debt	310,000	40,000
Goods and services tax payable	-	2,147
Employee deductions payable	14,007	12,260
Due to related parties (Note 7)	2,427,478	2,145,330
	9,464,326	8,923,975
Long term debt (Note 6)	612,989	632,046
Due to related parties (Note 7)	3,900,000	3,900,000
	13,977,315	13,456,021
Shareholders' Deficiency		
Share capital (Note 8)	1,150,100	1,150,100
Deficit	(7,672,953)	(6,920,771)
	(6,522,853)	(5,770,671)
	\$ 7,454,462	\$ 7,685,350

The accompanying notes are an integral part of these financial statements

Chateau Inn Ltd.
Statement of Loss and Deficit
Year Ended September 30, 2021
(Unaudited)

	2021	2020
Revenue	\$ 916,006	\$ 839,895
Direct costs	102,168	111,490
Gross profit	813,838	728,405
Expenses		
Advertising and promotion	46,263	51,416
Business taxes, licenses and memberships	1,608	1,781
Commissions	28,325	22,434
Credit card charges	47,480	68,126
Insurance	28,262	21,133
Interest and bank charges	4,994	5,584
Management fees <i>(Note 10)</i>	-	2,523
Office <i>(Note 11)</i>	20,883	24,554
Professional fees	7,181	-
Property taxes	104,339	31,250
Repairs and maintenance	42,538	24,869
Salaries and wages	262,586	352,115
Supplies	59,161	22,985
Training	990	215
Travel	-	417
Uniforms	948	981
Utilities	173,759	151,833
Vehicle	291	598
	829,608	782,814
Loss from operations	(15,770)	(54,409)
Other income (expenses)		
Amortization	(261,567)	(275,419)
Interest on long term debt	(474,845)	(455,947)
	(736,412)	(731,366)
Net loss	(752,182)	(785,775)
Deficit - beginning of year	(6,920,771)	(6,134,996)
Deficit - end of year	\$ (7,672,953)	\$ (6,920,771)

The accompanying notes are an integral part of these financial statements

Chateau Inn Ltd.
Statement of Cash Flow
Year Ended September 30, 2021
(Unaudited)

	2021	2020
Operating activities		
Net loss	\$ (752,182)	\$ (785,775)
Item not affecting cash:		
Amortization of capital assets	261,567	275,419
	(490,615)	(510,356)
Changes in non-cash working capital:		
Accounts receivable	(8,414)	10,318
Accounts payable	36,974	(9,863)
Goods and services tax payable	(2,147)	(10,735)
Employee deductions payable	1,747	(1,528)
	28,160	(11,808)
Cash flow used by operating activities	(462,455)	(522,164)
Investing activity		
Purchase of capital assets	(22,265)	(8,251)
Financing activities		
Short term debt	270,000	40,000
Advances from related parties	282,148	425,974
Correction to dividend accrual capitalized to preferred shares	-	(17,275)
Proceeds from long term financing	-	126,104
Repayment of long term debt	(60,463)	(17,931)
Cash flow from financing activities	491,685	556,872
Increase in cash flow	6,965	26,457
Deficiency - beginning of year	(30,132)	(56,589)
Deficiency - end of year	\$ (23,167)	\$ (30,132)

The accompanying notes are an integral part of these financial statements

Chateau Inn Ltd.
Notes to Financial Statements
Year Ended September 30, 2021
(Unaudited)

1. **BASIS OF PRESENTATION**

The financial statements were prepared in accordance with Canadian accounting standards for private enterprises (ASPE).

Some users may require further information as these statements have not been prepared for general purposes.

2. **SHAREHOLDERS' DEFICIENCY**

These financial statements have been prepared on a going-concern basis that contemplates the realization of assets and the payment of liabilities in the ordinary course of business. Should the company be unable to continue as a going concern, it may be unable to realize the carrying value of its assets and to meet its liabilities as they become due.

As at September 30, 2021, the company had a shareholders' deficiency of \$6,522,853 and working capital deficit of \$7,018,582 (exclusive of amounts due to related parties). In addition, the company is in violation of its debt covenants, and has suffered temporary closures due to the Covid-19 pandemic (See Note 11).

The company's ability to continue as a going concern is dependant upon its ability to attain profitable operations and generate funds therefrom and on maintaining loans from third parties sufficient to meet current and future obligations.

3. **SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Basis of presentation

These financial statements have been prepared by the Company's management in accordance with Canadian accounting standards for private enterprises. In preparing these financial statements, management is required to make estimates and assumptions. In management's opinion, the financial statements have been properly prepared using careful judgement within reasonable limits of materiality and within the framework of the accounting policies summarized below:

Financial instruments policy

Financial instruments are recorded at fair value when acquired or issued. In subsequent periods, financial assets with actively traded markets are reported at fair value, with any unrealized gains and losses reported in income. All other financial instruments are reported at amortized cost, and tested for impairment at each reporting date. Transaction costs on the acquisition, sale, or issue of financial instruments are expensed when incurred.

Preferred shares that would otherwise be classified as liabilities, are classified as equity when issued as part of certain tax planning arrangements.

(continues)

Chateau Inn Ltd.
Notes to Financial Statements
Year Ended September 30, 2021
(Unaudited)

3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES *(continued)*

Capital assets

Capital assets are stated at cost less accumulated amortization. Capital assets are amortized over their estimated useful lives at the following rates and methods:

Buildings	4%	declining balance method
Equipment	20%	declining balance method
Furniture and fixtures	20%	declining balance method

Measurement uncertainty

The preparation of financial statements in conformity with Canadian accounting standards for private enterprises requires management to make estimates and assumptions that affect the reported amount of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the period. Such estimates are periodically reviewed and any adjustments necessary are reported in earnings in the period in which they become known. Actual results could differ from these estimates.

Revenue recognition

The Company recognizes revenues when they are earned, specifically when all the following conditions are met:

- a) services are provided or products are delivered to customers
- c) there is clear evidence that an arrangement exists
- d) amounts are fixed or can be determined
- e) the ability to collect is reasonable assured.

4. CAPITAL ASSETS

	Cost	Accumulated amortization	2021 Net book value	2020 Net book value
Land	\$ 1,800,000	\$ -	\$ 1,800,000	\$ 1,800,000
Buildings	8,263,902	2,769,353	5,494,549	5,723,488
Equipment	426,614	354,622	71,992	64,942
Other machinery and equipment	42,364	37,794	4,570	5,712
Furniture and fixtures	397,357	332,272	65,085	81,356
	\$ 10,930,237	\$ 3,494,041	\$ 7,436,196	\$ 7,675,498

5. SHORT TERM DEBT

Short term debt is comprised of a two loans received under federal Covid 19 relief programs. The first is loan under the "Canada Emergency Benefit Account" (CEBA) in the amount of \$60,000. Under the terms of the program, the loan bears no interest and repayment terms begin January 1, 2023. Should the loan be repaid by December 31, 2022, an amount of \$20,000 will be forgiven. The second is a loan under the "Highly Affected Sectors Credit Availability Program" (HASCAP). The loan bears interest at a rate of 4% per annum, payable monthly until June 1, 2022 after which it will be repayable in monthly payments of principal and interest for a ten year term.

6. LONG TERM DEBT

	2021	2020
Servus Credit Union loan bearing interest at 6.6% per annum, repayable in monthly blended payments of \$45,615. The loan matures on March 10, 2022 and is secured by a first mortgage over land, building and equipment.	\$ 6,547,847	\$ 6,584,174
AFSC loan bearing interest at 4.22% per annum, repayable in monthly blended payments of \$6,915. During the year the company made interest only payments from November 2020 to April, 2021. For fiscal 2020, the lender has approved payments of interest only for the 5 month period of November, 2021 to March, 2022. The loan matures on May 1, 2022 and is secured by a second mortgage over land, building and equipment.	641,473	665,610
	7,189,320	7,249,784
Less current portion	(6,576,331)	(6,617,738)
	\$ 612,989	\$ 632,046

Principal repayment terms are approximately:

2022	\$ 6,576,331
2023	58,703
2024	61,181
2025	63,762
2026	66,453
	<u>6,826,430</u>

The company is in violation of debt covenants on its Servus mortgage regarding the debt to equity and debt service coverage ratios. As such, the Servus mortgage has been classified as a current liability.

Chateau Inn Ltd.
Notes to Financial Statements
Year Ended September 30, 2021
(Unaudited)

7. DUE TO RELATED PARTIES

	2021	2020
Current portion due to related party		
Due to Beca International Ltd. - current	\$ 2,427,478	\$ 2,145,330
Long term portion due to related party		
Due to Beca International Ltd. - long term	3,900,000	3,900,000
	\$ 6,327,478	\$ 6,045,330

Advances from Beca International Ltd. are non-interest bearing, have no fixed terms of repayment, and are secured by promissory notes. As part of the lending agreement with Servus Credit Union, Beca International Limited has postponed repayment of \$3,900,000. The company is related by virtue of common ownership of shares.

8. SHARE CAPITAL

	2021	2020
Authorized:		
Unlimited Class "A" Common voting shares		
Unlimited Class "B" Common non-voting shares		
Unlimited Class "C" Preferred shares, non-voting, redeemable and retractable at \$1 per share		
Unlimited Class "D" Preferred shares, non-voting, redeemable and retractable at \$1,000 per share		
Issued:		
100 Common Shares Class #1	\$ 100	\$ 100
1,150 Preferred Shares Class #1	1,150,000	1,150,000
	\$ 1,150,100	\$ 1,150,100

Chateau Inn Ltd.
Notes to Financial Statements
Year Ended September 30, 2021

(Unaudited)

9. FINANCIAL INSTRUMENTS

The Company is exposed to various risks through its financial instruments and has a comprehensive risk management framework to monitor, evaluate and manage these risks. The following analysis provides information about the company's risk exposure and concentration as of September 30, 2016.

Credit risk

Credit risk arises from the potential that a counter party will fail to perform its obligations. The company is exposed to credit risk from customers. In order to reduce its credit risk, the company reviews a new customer's credit history before extending credit and conducts regular reviews of its existing customers' credit performance. An allowance for doubtful accounts is established based upon factors surrounding the credit risk of specific accounts, historical trends and other information. The company has a significant number of customers which minimizes concentration of credit risk.

Liquidity risk

Liquidity risk is the risk that an entity will encounter difficulty in meeting obligations associated with financial liabilities. The company is exposed to this risk mainly in respect of its receipt of funds from its customers and other related sources, long term debt, and accounts payable.

Market risk

Market Risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market prices. Market risk comprises three types of risk: currency rate risk, interest rate risk and other price risk. The company is mainly exposed to interest rate risk.

Interest rate risk

Interest rate risk is the risk that the value of a financial instrument might be adversely affected by a change in the interest rates. In seeking to minimize the risks from interest rate fluctuations, the company manages exposure through its normal operating and financing activities. The company is exposed to interest rate risk primarily through its credit facilities.

10. DETAILS OF MANAGEMENT FEES EXPENSE

	2021	2020
Sue Fisher	\$ -	\$ 2,523

11. DETAILS OF OFFICE EXPENSE

	2021	2020
Office Expense	\$ 9,015	\$ 13,527
Technical Support	11,868	11,027
	\$ 20,883	\$ 24,554

Chateau Inn Ltd.
Notes to Financial Statements
Year Ended September 30, 2021
(Unaudited)

12. COVID-19 PANDEMIC

In March 2020, the COVID-19 outbreak was declared a pandemic by the World Health Organization. This has resulted in governments worldwide, including the Canadian and Provincial governments, enacting emergency measures to combat the spread of the virus. These measures, which include the implementation of travel bans, self-imposed quarantine periods and social distancing, have caused material disruption to business globally and in Canada resulting in an economic slowdown. Governments and central banks have reacted with significant monetary and fiscal interventions designed to stabilize economic conditions however the success of these interventions is not currently determinable. The current challenging economic climate may lead to adverse changes in cash flows, working capital levels and/or debt balances, which may also have a direct impact on the Company's operating results and financial position in the future. The situation is dynamic and the ultimate duration and magnitude of the impact on the economy and the financial effect on our business is not known at this time.

This is **Exhibit "Z"** referred to in the Affidavit of Ed Christenson,
sworn before me this 13 day of April, 2023

A handwritten signature in black ink, appearing to read 'Spencer Norris', written over a horizontal line.

A Commissioner for Oaths in and for Alberta

**SPENCER NORRIS
BARRISTER & SOLICITOR**

Chateau Inn Ltd.
Financial Statements
Year Ended September 30, 2022
(Unaudited)

THE ARGUS GROUP

CHARTERED PROFESSIONAL ACCOUNTANTS

Independent Practitioner's Review Engagement Report

To the Shareholders of Chateau Inn Ltd.

We have reviewed the accompanying financial statements of Chateau Inn Ltd. that comprise the balance sheet as at September 30, 2022 and the statements of loss and deficit and cash flow for the year then ended, and a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with Canadian accounting standards for private enterprises, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

Practitioner's Responsibility

Our responsibility is to express a conclusion on the accompanying financial statements based on our review. We conducted our review in accordance with Canadian generally accepted standards for review engagements, which require us to comply with relevant ethical requirements.

A review of financial statements in accordance with Canadian generally accepted standards for review engagements is a limited assurance engagement. The practitioner performs procedures, primarily consisting of making inquiries of management and others within the entity, as appropriate, and applying analytical procedures, and evaluates the evidence obtained.

The procedures performed in a review are substantially less in extent than, and vary in nature from, those performed in an audit conducted in accordance with Canadian generally accepted auditing standards. Accordingly, we do not express an audit opinion on these financial statements.

Conclusion

Based on our review, nothing has come to our attention that causes us to believe that these financial statements do not present fairly, in all material respects, the financial position of Chateau Inn Ltd. as at September 30, 2022, and the results of its operations and its cash flows for the year then ended in accordance with the Canadian accounting standards for private enterprises.

Calgary, Alberta

November 24, 2022

The Argus Group

CHARTERED PROFESSIONAL ACCOUNTANTS

Chateau Inn Ltd.
Balance Sheet
September 30, 2022
(Unaudited)

	2022	2021
Assets		
Current		
Cash	\$ 67,258	\$ -
Accounts receivable	26,645	18,266
	93,903	18,266
Capital assets (Note 4)	7,193,627	7,436,196
	\$ 7,287,530	\$ 7,454,462
Liabilities and Shareholders' Deficiency		
Current		
Bank indebtedness	\$ -	\$ 23,167
Accounts payable	120,168	113,349
Current portion of long term debt (Note 6)	6,462,913	6,576,331
Short term debt	60,000	60,000
Employee deductions payable	17,071	14,007
Due to related parties (Note 7)	3,007,478	2,427,478
	9,667,630	9,214,332
Long term debt (Note 6)	767,936	862,983
Due to related parties (Note 7)	3,900,000	3,900,000
	14,335,566	13,977,315
Shareholders' Deficiency		
Share capital (Note 8)	1,150,100	1,150,100
Deficit	(8,198,136)	(7,672,953)
	(7,048,036)	(6,522,853)
	\$ 7,287,530	\$ 7,454,462

The accompanying notes are an integral part of these financial statements

Chateau Inn Ltd.
Statement of Loss and Deficit
Year Ended September 30, 2022

(Unaudited)

	2022	2021
Revenue	\$ 1,509,535	\$ 916,006
Direct costs	200,341	102,168
Gross profit	1,309,194	813,838
Expenses		
Advertising and promotion	82,103	46,263
Business taxes, licenses and memberships	1,658	1,608
Commissions	31,056	28,325
Credit card charges	73,516	47,480
Insurance	33,903	28,262
Interest and bank charges	5,221	4,994
Office (Note 11)	18,287	20,883
Professional fees	7,823	7,181
Property taxes	54,938	104,339
Repairs and maintenance	53,886	42,538
Salaries and wages	570,833	262,586
Supplies	55,372	59,161
Training	2,290	990
Travel	499	-
Uniforms	1,349	948
Utilities	228,936	173,759
Vehicle	176	291
	1,221,846	829,608
Income (loss) from operations	87,348	(15,770)
Other income (expenses)		
Amortization	(248,726)	(261,567)
Interest on long term debt	(363,805)	(474,845)
	(612,531)	(736,412)
Net loss	(525,183)	(752,182)
Deficit - beginning of year	(7,672,953)	(6,920,771)
Deficit - end of year	\$ (8,198,136)	\$ (7,672,953)

The accompanying notes are an integral part of these financial statements

Chateau Inn Ltd.
Statement of Cash Flow
Year Ended September 30, 2022
(Unaudited)

	2022	2021
Operating activities		
Net loss	\$ (825,183)	\$ (752,182)
Item not affecting cash:		
Amortization of capital assets	248,726	261,567
	<u>(276,457)</u>	<u>(490,615)</u>
Changes in non-cash working capital:		
Accounts receivable	(8,379)	(8,414)
Accounts payable	6,821	36,974
Goods and services tax payable	-	(2,147)
Employee deductions payable	3,064	1,747
	<u>1,506</u>	<u>28,160</u>
Cash flow used by operating activities	<u>(274,951)</u>	<u>(462,455)</u>
Investing activity		
Purchase of capital assets	(6,158)	(22,265)
Financing activities		
Short term debt	-	20,000
Advances from related parties	580,000	282,148
Proceeds from long term financing	-	250,000
Repayment of long term debt	(208,466)	(60,463)
Cash flow from financing activities	<u>371,534</u>	<u>491,685</u>
Increase in cash flow	<u>90,425</u>	<u>6,965</u>
Deficiency - beginning of year	<u>(23,167)</u>	<u>(30,132)</u>
Cash (deficiency) - end of year	<u>\$ 67,258</u>	<u>\$ (23,167)</u>
CASH FLOW SUPPLEMENTARY INFORMATION		
Interest received	\$ -	\$ -
Interest paid	\$ 369,025	\$ 479,842
Income taxes paid	\$ -	\$ -
CASH (DEFICIENCY) CONSISTS OF:		
Cash	\$ 67,258	\$ -
Bank indebtedness	-	(23,167)
	<u>\$ 67,258</u>	<u>\$ (23,167)</u>

The accompanying notes are an integral part of these financial statements

Chateau Inn Ltd.
Notes to Financial Statements
Year Ended September 30, 2022

(Unaudited)

1. BASIS OF PRESENTATION

The financial statements were prepared in accordance with Canadian accounting standards for private enterprises (ASPE).

Some users may require further information as these statements have not been prepared for general purposes.

2. SHAREHOLDERS' DEFICIENCY

These financial statements have been prepared on a going-concern basis that contemplates the realization of assets and the payment of liabilities in the ordinary course of business. Should the company be unable to continue as a going concern, it may be unable to realize the carrying value of its assets and to meet its liabilities as they become due.

As at September 30, 2021, the company had a shareholders' deficiency of \$6,522,853 and working capital deficit of \$7,018,582 (exclusive of amounts due to related parties). In addition, the company is in violation of its debt covenants, and has suffered temporary closures due to the Covid-19 pandemic (See Note 11).

The company's ability to continue as a going concern is dependant upon its ability to attain profitable operations and generate funds therefrom and on maintaining loans from third parties sufficient to meet current and future obligations.

3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of presentation

These financial statements have been prepared by the Company's management in accordance with Canadian accounting standards for private enterprises. In preparing these financial statements, management is required to make estimates and assumptions. In management's opinion, the financial statements have been properly prepared using careful judgement within reasonable limits of materiality and within the framework of the accounting policies summarized below:

Financial instruments policy

Financial instruments are recorded at fair value when acquired or issued. In subsequent periods, financial assets with actively traded markets are reported at fair value, with any unrealized gains and losses reported in income. All other financial instruments are reported at amortized cost, and tested for impairment at each reporting date. Transaction costs on the acquisition, sale, or issue of financial instruments are expensed when incurred.

Preferred shares that would otherwise be classified as liabilities, are classified as equity when issued as part of certain tax planning arrangements.

(continues)

Chateau Inn Ltd.
Notes to Financial Statements
Year Ended September 30, 2022
(Unaudited)

3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Capital assets

Capital assets are stated at cost less accumulated amortization. Capital assets are amortized over their estimated useful lives at the following rates and methods:

Buildings	4%	declining balance method
Equipment	20%	declining balance method
Furniture and fixtures	20%	declining balance method

Measurement uncertainty

The preparation of financial statements in conformity with Canadian accounting standards for private enterprises requires management to make estimates and assumptions that affect the reported amount of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the period. Such estimates are periodically reviewed and any adjustments necessary are reported in earnings in the period in which they become known. Actual results could differ from these estimates.

Revenue recognition

The Company recognizes revenues when they are earned, specifically when all the following conditions are met:

- a) services are provided or products are delivered to customers
- c) there is clear evidence that an arrangement exists
- d) amounts are fixed or can be determined
- e) the ability to collect is reasonable assured.

4. CAPITAL ASSETS

	Cost	Accumulated amortization	2022 Net book value	2021 Net book value
Land	\$ 1,800,000	\$ -	\$ 1,800,000	\$ 1,800,000
Buildings	8,263,902	2,989,134	5,274,768	5,494,549
Equipment	426,614	369,021	57,593	71,992
Other machinery and equipment	46,364	39,108	7,256	4,570
Furniture and fixtures	399,515	345,505	54,010	65,085
	\$ 10,936,395	\$ 3,742,768	\$ 7,193,627	\$ 7,436,196

Chateau Inn Ltd.
Notes to Financial Statements
Year Ended September 30, 2022

(Unaudited)

5. SHORT TERM DEBT

Short term debt is comprised of a loan received under the "Canada Emergency Benefit Account" (CEBA) in the amount of \$60,000. Under the terms of the program, the loan bears no interest and repayment terms begin January 1, 2024. Should the loan be repaid by December 31, 2023, an amount of \$20,000 will be forgiven.

6. LONG TERM DEBT

	2022	2021
Servus Credit Union loan bearing interest at 6.6% per annum, repayable in monthly blended payments of \$45,615. The loan matures on March 10, 2022 and is secured by a first mortgage over land, building and equipment.	\$ 6,384,932	\$ 6,547,841
AFSC loan bearing interest at 5.4% per annum, repayable in monthly blended payments of \$7,255. During the year the company made interest only payments from November 2020 to April, 2021. For fiscal 2020, the lender has approved payments of interest only for the 5 month period of November, 2021 to March, 2022. The loan matures on May 1, 2022 and is secured by a second mortgage over land, building and equipment.	609,203	641,473
Servus Credit Union loan bearing interest at 5.9% per annum, repayable in monthly blended payments of \$2,765. The loan matures on May 1, 2032 and is secured under the "Highly Affected Sectors" program.	236,714	250,000
	7,230,849	7,439,314
Less current portion	(6,462,913)	(6,576,331)
	\$ 767,936	\$ 862,983

Principal repayment terms are approximately:

2023	\$ 6,462,913
2024	81,625
2025	85,448
2026	89,458
2027	93,660
	\$ 6,813,104

The company is in violation of debt covenants on its Servus mortgage regarding the debt to equity and debt service coverage ratios. As such, the Servus mortgage has been classified as a current liability.

Chateau Inn Ltd.
Notes to Financial Statements
Year Ended September 30, 2022
(Unaudited)

7. DUE TO RELATED PARTIES

	2022	2021
Current portion due to related party		
Due to Beca International Ltd. - current	\$ 3,007,478	\$ 2,427,478
Long term portion due to related party		
Due to Beca International Ltd. - long term	3,900,000	3,900,000
	\$ 6,907,478	\$ 6,327,478

Advances from Beca International Ltd. are non-interest bearing, have no fixed terms of repayment, and are secured by promissory notes. As part of the lending agreement with Servus Credit Union, Beca International Limited has postponed repayment of \$3,900,000. The company is related by virtue of common ownership of shares.

8. SHARE CAPITAL

	2022	2021
Authorized:		
Unlimited Class "A" Common voting shares		
Unlimited Class "B" Common non-voting shares		
Unlimited Class "C" Preferred shares, non-voting, redeemable and retractable at \$1 per share		
Unlimited Class "D" Preferred shares, non-voting, redeemable and retractable at \$1,000 per share		
Issued:		
100 Common Shares Class #1	\$ 100	\$ 100
1,150 Preferred Shares Class #1	1,150,000	1,150,000
	\$ 1,150,100	\$ 1,150,100

Chateau Inn Ltd.
Notes to Financial Statements
Year Ended September 30, 2022

(Unaudited)

9. FINANCIAL INSTRUMENTS

The Company is exposed to various risks through its financial instruments and has a comprehensive risk management framework to monitor, evaluate and manage these risks. The following analysis provides information about the company's risk exposure and concentration as of September 30, 2016.

Credit risk

Credit risk arises from the potential that a counter party will fail to perform its obligations. The company is exposed to credit risk from customers. In order to reduce its credit risk, the company reviews a new customer's credit history before extending credit and conducts regular reviews of its existing customers' credit performance. An allowance for doubtful accounts is established based upon factors surrounding the credit risk of specific accounts, historical trends and other information. The company has a significant number of customers which minimizes concentration of credit risk.

Liquidity risk

Liquidity risk is the risk that an entity will encounter difficulty in meeting obligations associated with financial liabilities. The company is exposed to this risk mainly in respect of its receipt of funds from its customers and other related sources, long term debt, and accounts payable.

Market risk

Market Risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market prices. Market risk comprises three types of risk: currency rate risk, interest rate risk and other price risk. The company is mainly exposed to interest rate risk.

Interest rate risk

Interest rate risk is the risk that the value of a financial instrument might be adversely affected by a change in the interest rates. In seeking to minimize the risks from interest rate fluctuations, the company manages exposure through its normal operating and financing activities. The company is exposed to interest rate risk primarily through its credit facilities.

10. DETAILS OF MANAGEMENT FEES EXPENSE

2022 2021

11. DETAILS OF OFFICE EXPENSE

2022 2021

Office Expense	\$	9,738	\$	9,015
Technical Support		8,549		11,868
	\$	18,287	\$	20,883

Chateau Inn Ltd.
Notes to Financial Statements
Year Ended September 30, 2022

(Unaudited)

12. COVID-19 PANDEMIC

In March 2020, the COVID-19 outbreak was declared a pandemic by the World Health Organization. This has resulted in governments worldwide, including the Canadian and Provincial governments, enacting emergency measures to combat the spread of the virus. These measures, which include the implementation of travel bans, self-imposed quarantine periods and social distancing, have caused material disruption to business globally and in Canada resulting in an economic slowdown. Governments and central banks have reacted with significant monetary and fiscal interventions designed to stabilize economic conditions however the success of these interventions is not currently determinable. The current challenging economic climate may lead to adverse changes in cash flows, working capital levels and/or debt balances, which may also have a direct impact on the Company's operating results and financial position in the future. The situation is dynamic and the ultimate duration and magnitude of the impact on the economy and the financial effect on our business is not known at this time.

This is **Exhibit "AA"** referred to in the Affidavit of Ed Christenson, sworn before me this 13 day of April, 2023



A Commissioner of the Court of Queen's Bench for Alberta
SPENCER NORRIS
BARRISTER & SOLICITOR

SPENCER NORRIS
BARRISTER & SOLICITOR

COURT FILE NUMBER

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE EDMONTON

PLAINTIFF SERVUS CREDIT UNION LTD.

DEFENDANTS CHATEAU INN LTD., BECA INTERNATIONAL LTD., ALBERTA DAVID MESSIER, THE ESTATE OF ALBERT DAVID MESSIER, and JOHN or JANE DOE as the Litigation Representative of THE ESTATE OF ALBERT DAVID MESSIER, deceased

DOCUMENT CONSENT TO ACT

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT MILLER THOMSON LLP
Barristers and Solicitors
2700, Commerce Place
10155-102 Street
Edmonton, AB, Canada T5J 4G8
Phone: 780.429.1751 Fax: 780.424.5866

Lawyer's Name: Spencer Norris
Lawyer's Email: snorris@millerthomson.com
File No.: 138667.314

MNP Ltd., a trustee within the meaning of subsection 2(a) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, does hereby consent to its appointment as Receiver and Manager of Chateau Inn Ltd.

DATED at the City of Edmonton, in the Province of Alberta, this 12 day of April, 2023.

MNP Ltd.

Per: 
Name: Eric Sirrs, CIRP, LIT
Title: Senior Vice President