

COURT FILE NUMBER 2203-12557

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE EDMONTON

PLAINTIFF ROYAL BANK OF CANADA

DEFENDANT FAISSAL MOUHAMAD PROFESSIONAL CORPORATION,
MCIVOR DEVELOPMENTS LTD., 985842 ALBERTA LTD.,
52 DENTAL CORPORATION, DELTA DENTAL CORP., 52
WELLNESS CENTRE INC., PARADISE MCIVOR
DEVELOPMENTS LTD., MICHAEL DAVE MANAGEMENT
LTD., FAISSAL MOUHAMAD and FETOUN AHMAD, also
known as FETOUN AHMED

DOCUMENT **AFFIDAVIT**

ADDRESS FOR SERVICE AND CONTACT
INFORMATION OF PARTY
FILING THIS DOCUMENT
WARREN SINCLAIR LLP
600, 4911 – 51 STREET
RED DEER, AB T4N 6V4
ATTENTION: MATTHEW R. PARK
PHONE: (403) 343-3320
FAX: (403) 343-6069
FILE NUMBER: 127984/MP

AFFIDAVIT OF Faissal Mouhamad

Sworn on September 13, 2022

I, FAISSAL MOUHAMAD, of Red Deer County, in the Province of Alberta,
Businessman, MAKE OATH AND SAY AS FOLLOWS:

Introduction:

1. I have personal knowledge of the matters hereinafter deposed to, except where stated to be based on information and belief, in which case I verily believe the same to be true.
2. I am one of the defendants named in this action.
3. Unless otherwise indicated, capitalized terms used in this affidavit shall have the meanings given to them in the affidavit sworn by Jocelyn Beriault in this action on August 19, 2022 (the “**Beriault Affidavit**”) and in my affidavit sworn on September 8, 2022.

52 Wellness:

4. I am the sole director and voting shareholder of the defendant 52 Wellness.
5. 52 Wellness’ only tangible asset is the 52 Wellness Building.
6. The tax-assessed value of the 52 Wellness Building is \$2,350,000.00. In that regard, marked as **Exhibit “A”** and attached hereto is a true copy of an Assessment Details Report issued by the City of Calgary and dated September 13, 2022.
7. 52 Wellness does not carry on any sort of business beyond the lease of space within the 52 Wellness Building to various tenants, including 52 Dental (collectively the “**Leases**”). It’s only source of revenue is the lease payments made to it by those tenants.
8. The registrations against title to the 52 Wellness Building include the following:
 - a) Mortgage in favor of Bank of Nova Scotia (the “**BNS Mortgage**”);
 - b) Caveat re Assignment of Rents and Leases in favor of Bank of Nova Scotia;

- c) Caveat re Agreement Charging Land in favor of Dr. Hadi (the “**Hadi Charge**”);
 - d) Caveat re Assignment of Rents and Leases in favor of Dr. Hadi; and
 - e) Caveat re Agreement Charging Land in favour of me (the “**Mouhamad Charge**”).
9. Marked as **Exhibit “B”** and attached hereto is a printout of the Land Title Certificate for the 52 Wellness Building as of September 13, 2022. Marked as **Exhibit “C”** and attached hereto is a true copy of the BNS Mortgage. A copy of the Hadi Charge is attached as Exhibit “X” to the Beriault Affidavit. A copy of the Mouhamad Charge is attached as Exhibit “Y” to the Beriault Affidavit.
10. The amount owing under the BNS Mortgage was \$1,646,593.42 as of September 13, 2022. In that regard, marked as **Exhibit “D”** and attached hereto is a printout from 52 Wellness’ online BNS mortgage account.
11. The Hadi Charge relates to a promissory note given by 52 Wellness to Dr. Hadi in the amount of \$385,000.00 (the “**Hadi PN**”). Marked as **Exhibit “E”** and attached hereto is a true copy of the Hadi PN.
12. I have been informed by Dr. Hadi that he intends to extend the term of the Hadi PN.
13. The current amount due and owing under the Hadi PN is \$385,000.00 (the “**Hadi Indebtedness**”).
14. The Mouhamad Charge relates to a promissory note given by 52 Wellness to me in the amount of \$700,000.00 (the “**Mouhamad PN**”). Marked as **Exhibit “F”** and attached hereto is a true copy of the Mouhamad PN.
15. The Leases generate monthly rental revenue in the approximate total amount of \$16,000.00.

16. 52 Wellness uses the lease revenue it receives to pay the BNS Mortgage and other expenses associated with the 52 Wellness Building. The lease does not generate excess revenue for 52 Wellness.

17. 52 Wellness does not intend to sell the 52 Wellness Building in the foreseeable future.

Michael Dave Ltd.:

18. I am the sole director and voting shareholder of the defendant Michael Dave Ltd.

19. Michael Dave Ltd.'s tangible assets consist of the MDM Real Property, the Tenant Improvements and the Red Deer Dental Clinic Equipment.

20. The tax assessed value of the MDM Real Property is \$875,000.00. In that regard, marked as **Exhibit "G"** and attached hereto is a true copy of a Tax Certificate issued by the City of Red Deer and dated September 13, 2022.

21. Michael Dave Ltd. does not carry on any sort of business beyond the lease of the MDM Real Property to the Red Deer Dental Clinic. It's only source of revenue is the lease payments made to it on behalf of that clinic.

22. The registrations against title to the MDM Real Property include the following:

- a) A mortgage in favor of 1245233 Alberta Inc. ("**124**") and Solar Star Holdings Inc. ("**Solar Star**"), which will be referred to herein as the "**Solar Star Mortgage**";
- b) Caveat re Assignment of Rents and Leases in favor of 124 and Solar Star;
- c) A mortgage in favor of Dr. Hadi (the "**Hadi Red Deer Mortgage**"); and
- d) Caveat re Assignment of Rents and Leases in favor of Dr. Hadi.

23. Marked as **Exhibit “H”** and attached hereto is a printout of a Land Title Certificate for the MDM Real Property as of September 13, 2022. Marked as **Exhibit “I”** and attached hereto is a true copy of the Solar Star Mortgage. Marked as **Exhibit “J”** and attached hereto is a true copy of the Hadi Red Deer Mortgage.
24. The Solar Star Mortgage is an “interest only” mortgage, in that it does not require amortized, blended payments of principal and interest. Rather, it requires monthly, interest-only payments of \$18,888.85.
25. Michael Dave Ltd. has not re-paid any of the principal amount owing under the Solar Star Mortgage. Therefore, the current, principal amount owing under that mortgage is at least \$2,266,662.20.
26. Michael Dave Ltd. has guaranteed repayment of Hadi Indebtedness (the “**MDM Guarantee**”). Marked as **Exhibit “K”** and attached hereto is a true copy of the MDM Guarantee.
27. The Hadi Red Deer Mortgage is meant to secure repayment of any amounts outstanding under the MDM Guarantee.
28. Any amounts owing under the MDM Guarantee are payable on demand. As of the date of this affidavit, no demand for payment has been made.
29. Michael Dave Ltd. uses the lease revenue it receives to pay the Solar Star Mortgage and other expenses associated with the MDM Real Property. The lease does not generate excess revenue for Michael Dave Ltd.
30. Michael Dave Ltd. is current in terms of its payment obligations owed under the Solar Star Mortgage.
31. An agreement has been reached to sell the Red Deer Dental Clinic to Ghalib Hadi Professional Corporation, a professional corporation controlled by Dr. Hadi.

32. Given the said agreement, I have had discussions with Dr. Hadi regarding his potential purchase of the MDM Real Property. To date, those discussions have not resulted in a purchase agreement. Michael Dave Ltd. does not intend to sell the MDM Real Property in the foreseeable future, except, possibly, to Dr. Hadi.

985:

33. I am the sole director and voting shareholder of the defendant 985.

34. 985's only tangible asset is the Drayton Valley Building.

35. The tax-assessed value of the Drayton Valley Building is \$671,660.00. In that regard, marked as **Exhibit "L"** and attached hereto is a printout of information obtained from the Town of Drayton Valley website on August 18, 2022.

36. 985 leases the Drayton Valley Building to a dental clinic operated by Dr. Manmeet Kaur and Dr. Puneet Kohli ("**Valley Clinic**"). It does not carry on any other sort of business and its only revenue source is the rental revenue it receives.

37. The monthly rent payable by Valley Clinic is \$5,304.50. Additionally, Valley Clinic is responsible for paying the property taxes and utilities associated with the Drayton Valley Building and is further responsible for the day-to-day maintenance of that property.

38. The lease with Valley Clinic was entered into prior to 985 granting the 119 Mortgage (as hereinafter defined).

39. The registrations against title to the Drayton Building include the following:


- a) Mortgage in favor of 1193770 Alberta Ltd. (the "**119 Mortgage**");
- b) Caveat re Assignment of Rents and Leases in favor of 1193770 Alberta Ltd.;
- c) Mortgage in favor of Dr. Hadi (the "**Hadi Drayton Valley Mortgage**"); and

- d) Caveat re Assignment of Rents and Leases in favor of Dr. Hadi.
40. Marked as **Exhibit “M”** and attached hereto is a printout of the Land Title Certificate for the Drayton Valley Building as of September 13, 2022. Marked as **Exhibit “N”** and attached hereto is a true copy of the 119 Mortgage. Marked as **Exhibit “O”** and attached hereto is a true copy of the Hadi Drayton Valley Mortgage.
41. The 119 Mortgage is an “interest only” mortgage, in that it does not require amortized, blended payments of principal and interest. Rather, it requires monthly, interest-only payments of \$6,733.33.
42. 985 has not re-paid any of the principal amount owing under the 119 Mortgage. Therefore, the current principal amount owing under that mortgage is at least \$808,000.00.
43. 985 is current in terms of its payment obligations owed under the 119 Mortgage.
44. 985 has guaranteed repayment of Hadi Indebtedness (the “**985 Guarantee**”). Marked as **Exhibit “P”** and attached hereto is a true copy of the 985 Guarantee.
45. The Hadi Drayton Valley Mortgage is meant to secure repayment of any amounts outstanding under the 985 Guarantee.
46. Any amounts owing under the 985 Guarantee are payable on demand. As of the date of this affidavit, no demand for payment has been made.
47. 985 uses the lease revenue it receives to partially pay the 119 Mortgage. The lease with Valley Clinic does not generate excess revenue for 985.
48. 985 does not intend to sell the Drayton Valley Building in the foreseeable future.

Conclusion:

49. I swear this affidavit in response to RBC's receivership application.

SWORN before me at the City of Red Deer)
in the Province of Alberta, this 13 day)
of September, 2022)


_____)

A Commissioner for Oaths in and for
Alberta



FAISSAL MOUHAMAD

Matthew R. Park
Barrister and Solicitor
A Commissioner for Oaths
in and for Alberta

Assessment Details Report

Query Information

Request Number: 2K73AB76AU2B	Charged: Yes	Response Date: 2022-09-13
User Email: dgoldstrom@kdicommercial.com	Folio #:	Search Key: 094218401

Location Details

The 2022 Property Assessment is based upon the real estate market conditions of July 1, 2021 and the physical condition of the property as of December 31, 2021

Roll #: 094218401	Tax Status: Taxable
Related Accounts: N/A	
Parcel Address: 3505 52 ST SE	
Municipality: Calgary	Community: Erin Woods
Legal Description: 9910835;39;1	
Property Type: Land and Improvement	
Property Use: Commercial	
Sub-Property Use Set:	
Roll Year: 2022	Use: CS0302
Roll Number: 094218401	Use Description: CS0302 Suburban Offices
Assessment Class: Non-Residential 100%	

THIS IS EXHIBIT " A " referred to
 in the Affidavit of Faissal Mohamed
 sworn before me this 13
 day of September A.D. 2022
 A Commissioner for Oaths in and for Alberta
Matthew R. Park
 Barrister and Solicitor
 A Commissioner for Oaths

Property Details

Land Use Designation: DC (pre 1P2007) DIRECT CONTROL DISTRICT	
Assessable Land Area: 31059sq.ft / 2885sq.m / 0.71Acres	Floor Area Ratio: N/A
% Site Coverage: N/A	
Building Count: 1	
Total Building Assessable Area(s): 14035sq.ft./1304 sq.m.	Year of Construction: 2007
Building Number/ID: 402200	Quality: AA
Building Type/Layout: Office / Lowrise (1-4 Storey)	Number of Floors: 2
Assessable Area: 14035sq.ft /1304sq.m.	
Features:	Influences:
• N/A	• Traffic Main

Property Assessment

Assessed Value: 2,350,000

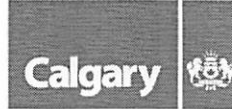
Supplementary Assessed Value: N/A

Supplementary # months: N/A

Valuation Approach: Income

Market Adjustment: N

ARB Filing Fee: 650



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LAND TITLE CERTIFICATE

S
LINC 0027 887 819 SHORT LEGAL 9910835;39;1 TITLE NUMBER 211 235 970

LEGAL DESCRIPTION
PLAN 9910835
BLOCK 39
LOT 1
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;29;24;3;NE
ATS REFERENCE: 4;29;24;10;SE

MUNICIPALITY: CITY OF CALGARY

REFERENCE NUMBER: 051 425 314

THIS IS EXHIBIT " B " referred to
in the Affidavit of Faissal Muhanad
sworn before me this 13
day of September, A.D. 20 22

A Commissioner for Oaths in and for Alberta

Matthew R. Park
Barrister and Solicitor
A Commissioner for Oaths
in and for Alberta

Table with 5 columns: REGISTRATION, DATE (DMY), REGISTERED OWNER(S), DOCUMENT TYPE, VALUE, CONSIDERATION. Row 1: 211 235 970, 25/11/2021, TRANSFER OF LAND, \$2,250,000, \$2,250,000

OWNERS
52 WELLNESS CENTRE INC.
OF 7151-50 AVENUE
RED DEER
ALBERTA T4N 4E4

ENCUMBRANCES, LIENS & INTERESTS

Table with 3 columns: REGISTRATION NUMBER, DATE (D/M/Y), PARTICULARS. Row 1: 3946LB, 15/09/1971, UTILITY RIGHT OF WAY GRANTEE - ALBERTA PRODUCTS PIPE LINE LTD. C/O TRANS-NORTHERN PIPELINES INC. BAY 109,5305 MCALL WAY NE CALGARY ALBERTA T2E7N7 AS TO PORTION OR PLAN:147LK "50 FT. DATA UPDATED BY TRANSFER NO. 771049505 &

 ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
 # 211 235 970

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

CHANGE OF ADDRESS NO. 881164205"

(DATA UPDATED BY: CHANGE OF ADDRESS 011132651)

(DATA UPDATED BY: CHANGE OF ADDRESS 151076373)

(DATA UPDATED BY: CHANGE OF ADDRESS 161162484)

771 147 064	20/10/1977	ZONING REGULATIONS SUBJECT TO CALGARY INTERNATIONAL AIRPORT ZONING REGULATIONS
981 089 330	27/03/1998	UTILITY RIGHT OF WAY GRANTEE - THE CITY OF CALGARY. AS TO PORTION OR PLAN:9810895
981 089 331	27/03/1998	CAVEAT RE : EASEMENT
981 089 332	27/03/1998	CAVEAT RE : RESTRICTIVE COVENANT
981 089 334	27/03/1998	CAVEAT RE : RESTRICTIVE COVENANT
981 089 336	27/03/1998	RESTRICTIVE COVENANT
981 311 184	06/10/1998	UTILITY RIGHT OF WAY GRANTEE - THE CITY OF CALGARY. AS TO PORTION OR PLAN:9812751
991 072 478	18/03/1999	CAVEAT RE : EASEMENT
991 072 479	18/03/1999	CAVEAT RE : EASEMENT
991 072 480	18/03/1999	UTILITY RIGHT OF WAY GRANTEE - ENMAX POWER CORPORATION. AS TO PORTION OR PLAN:9910836
991 072 481	18/03/1999	RESTRICTIVE COVENANT
991 342 345	23/11/1999	CAVEAT RE : EASEMENT , ETC.
191 208 031	10/10/2019	CAVEAT RE : LEASE INTEREST CAVEATOR - LEGISLATIVE ASSEMBLY OFFICE. ATTN PARLIAMENTARY COUNSEL 3105, 9820 107 ST NW EDMONTON ALBERTA T5K1E7

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3
211 235 970

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

AGENT - SHANNON DEAN

211 235 971 25/11/2021 MORTGAGE
MORTGAGEE - THE BANK OF NOVA SCOTIA.
4715 TAHOE BLVD
MISSISSAUGA
ONTARIO L4W0B4
ORIGINAL PRINCIPAL AMOUNT: \$1,687,500

211 235 972 25/11/2021 CAVEAT
RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - THE BANK OF NOVA SCOTIA.
C/O DENTONS CANADA LLP
1500, 850-2 ST SW
CALGARY
ALBERTA T2P0R8
AGENT - KEVIN HORAN

221 059 533 21/03/2022 CAVEAT
RE : AGREEMENT CHARGING LAND
CAVEATOR - GHALIB HADI
C/O ALTALAW LLP
5233 49TH AVE
RED DEER
ALBERTA T4N6G5
AGENT - N LOCKE RICHARDS

221 059 534 21/03/2022 CAVEAT
RE : AGREEMENT CHARGING LAND
CAVEATOR - FAISSAL MOUHAMAD
7151-50TH AVE
RED DEER
ALBERTA T4N4E4
AGENT - PAUL D RATTAN

TOTAL INSTRUMENTS: 018

PENDING REGISTRATION QUEUE

DRR NUMBER	RECEIVED DATE (D/M/Y)	CORPORATE LLP TRADENAME	LAND ID
D005MW6	07/06/2022	N/A CUSTOMER FILE NUMBER: MCIVOR	
001		CERTIFICATE OF LIS PENDENS	9910835;39;1

TOTAL PENDING REGISTRATIONS: 001

(CONTINUED)

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 13 DAY OF
SEPTEMBER, 2022 AT 01:08 P.M.

ORDER NUMBER: 45394618

CUSTOMER FILE NUMBER: 127984



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
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PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S) .

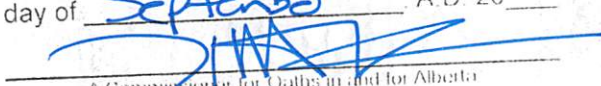
IF MORE INFORMATION IS REQUIRED ON A PENDING REGISTRATION WHERE
THE CONTACT INFORMATION DISPLAYS N/A PLEASE EMAIL LTO@GOV.AB.CA.

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

211235971

ORDER NUMBER: 45208808

THIS IS EXHIBIT "C" referred to
in the Affidavit of Faissal Mahamad
sworn before me this 13
day of September A.D. 2022

A Commissioner for Oaths in and for Alberta

Matthew R. Park
Barrister and Solicitor
A Commissioner for Oaths
in and for Alberta

ADVISORY

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Collateral Mortgage

1

- (a) You, 52 WELLNESS CENTRE INC.
of 7151 - 50 Avenue, Red Deer, Alberta T4N 4E4

as mortgagor(s), being registered as owner(s) of an estate in fee simple in possession, subject, however, to such encumbrances, liens and interests as are notified by memorandum underwritten, of that piece of land described under the heading **DESCRIPTION OF PROPERTY COVERED**, in consideration of all indebtedness and liability now or hereafter owing or incurred by you to us **THE BANK OF NOVA SCOTIA**, covenant with us:

FIRSTLY that you will pay to us the principal amount of ONE MILLION SIX HUNDRED EIGHTY-SEVEN THOUSAND FIVE HUNDRED
00/100
 (\$ 1,687,500.00) dollars on demand, being a part of the debts and liabilities described in subparagraph (b);

SECONDLY that you will pay on demand interest on that principal amount at a rate equal to the prime lending rate of The Bank of Nova Scotia from time to time plus SIX per cent (6.00 %) per annum, calculated monthly and payable monthly, both before and after maturity and default, and interest on overdue interest at the same rate and calculated and payable in the same way; and

THIRDLY that you will do everything else you promise to do in this mortgage.

The debts and liabilities secured by this mortgage are referred to in this mortgage as the obligations secured.

- (b) The debts and liabilities referred to in sub-paragraph (a) are all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by you to us or remaining unpaid by you to us, whether arising from dealings between you and us or from any other dealings or proceedings by which we may be or become in any manner whatever your creditor, and wherever incurred, and whether incurred by you alone or with another or others and whether as principal or surety.
- (c) If the debts and liabilities described in sub-paragraph (b) exceed the principal amount or rate of interest stated in sub-paragraph (a), we may decide what part of them is secured by this mortgage.
- (d) In this mortgage you and your mean each person who has signed this mortgage as mortgagor. We, our and us mean The Bank of Nova Scotia.

2

DESCRIPTION OF THE PROPERTY COVERED

PLAN 9910835
 BLOCK 39
 LOT 1
 EXCEPTING THEREOUT ALL MINES AND MINERALS

Any buildings on the land described above are also covered by this mortgage. Any other property that is at any time attached or fixed to the land or buildings or placed on and used in connection with them is also covered by this mortgage. Additions, alterations and improvements to the buildings are also covered. The property covered by this mortgage is referred to in this mortgage as the property.



3 OUR SECURITY**(a) What this mortgage does**

By signing this mortgage, you have mortgaged your entire interest in the property to us and our successors and assigns (called our legal representatives) and to anyone to whom this mortgage is transferred in any way, as security for the repayment of the obligations secured. This mortgage secures a current or running account. Although this mortgage is not satisfied or discharged by any intermediate payment of all or part of the obligations secured but is a continuing security for payment of the obligations secured, our interest in the property under this mortgage will end when:

- you have repaid the obligations secured on our demand and repaid all additional amounts to which we may become entitled under this mortgage, and
- you have fulfilled all of your other obligations to us under this mortgage, and
- we have discharged this mortgage.

You may remain in possession of the property as long as you are not in default under any of the obligations secured or under any agreements evidencing or securing the obligations secured and as long as you meet all your other obligations to us under this mortgage.

(b) Your title to the property

You certify that you own the property covered by this mortgage; that you have the right to mortgage the property to us; and that there are no restrictions, limitations or encumbrances on your

title to the property or on your ability to mortgage the property to us, except as set out in the **MEMORANDUM OF ENCUMBRANCES** in this mortgage. You will not do anything that will interfere with our interest in the property, and you will sign any other documents which we think are necessary to mortgage to us your interest in the property.

(c) Effect of this mortgage on other obligations

This mortgage does not release you from or alter any of your other obligations to us or agreements with us. This mortgage does not affect any other security we hold for the payment of the obligations secured, or any other right we may have to enforce the payment of the obligations secured.

(d) We are not required to lend

Our acceptance of this mortgage and our giving credit secured by this mortgage does not mean that we must make any particular amount of credit available or continue to make any credit at all available.

(e) Effect of sale or transfer of property

If you sell or transfer the property, your liability and responsibilities under this mortgage and our rights against either you or anyone else who is liable for the payment of any of the obligations secured are not affected.

(f) Effect of subdivision

If the property is subdivided, each part of the property will secure payment of the total amount of the obligations secured.

4 YOUR RESPONSIBILITIES AS TO THE PROPERTY**(a) Taxes and other charges**

You will pay all taxes on the property when they are due. You will immediately give us a receipt showing that they have been paid if we ask for it. You will pay all charges, mortgages and other encumbrances on the property when they are due and comply with your other obligations under them. If you do not pay any taxes, charges, mortgages or other encumbrances when they are due, we may pay them and charge to you the amount paid as an additional amount secured under this mortgage.

(b) Insurance

You will insure with an insurer satisfactory to us and under a policy satisfactory to us all buildings covered by this mortgage against loss or damage by fire, extended perils and other perils usually covered in fire insurance policies. If there is a steam boiler or sprinkler system in those buildings, your insurance must cover loss or damage caused by an explosion of the boiler and equipment operated by it or caused by the sprinkler system. You will insure against any other risks which we require you to insure against. The buildings must be insured for their replacement cost in Canadian dollars.

If we think it is necessary we can require you to cancel any existing insurance on the property, and to provide other insurance which meets our approval. You will assign any insurance you have on the property, or the proceeds of that insurance, to us at our request. You must give us proof that you have insured as required above and you must at least 10 days before any insurance expires or is terminated give us proof that you have renewed or replaced it. If you fail in any way to comply with these obligations, we may (but we are not obliged to) obtain insurance on your behalf and charge the amount of any premium to you as an additional amount secured under this mortgage. If loss or damage occurs, you will provide us with all necessary proofs of claim and do everything else necessary to enable us to obtain payment of insurance proceeds. Insurance proceeds may, in whole or in part, at our option, be used to rebuild or repair damaged buildings or be used to reduce all or part of the obligations secured.

(c) Keeping the property in good condition

You will keep the property in good condition and make any repairs that are needed. You will not do anything, or let anyone else do anything, that lowers the value of the property. If you do not keep the property in good condition, or if you do anything, or anyone else does anything, that lowers the value of the property, we may make any needed repairs and charge the cost of them to you as an additional amount secured under this mortgage.

(d) Construction of buildings

If you are having any buildings or improvements constructed on the property, you will have them constructed only in accordance with plans and specifications approved in writing by us in advance. You must complete those buildings or improvements as quickly as possible.

(e) Legal requirements

You will observe and conform to all laws and requirements of any governmental authorities relating to the property.

(f) Condominiums

The following provisions apply to any condominium unit that is part of the property. In this mortgage, the Condominium Property Act as amended or re-enacted is called the "Act". Expressions used in provisions of this mortgage dealing with a condominium unit which are the same as those in the Act have the same meaning as those in the Act, except that the expression "condominium property" has the same meaning as the word "parcel" in the Act.

- You will comply with the Act and the by-laws and rules of the corporation. You will provide us with proof of your compliance from time to time as we may request. You will forward to us copies of any notices, assessments, by-laws, rules and financial statements of the corporation. You will provide us, on request, with any other documents and information that you receive from the corporation or are entitled to receive. You will maintain all improvements made to your unit and repair them after damage.
- You will insure all improvements which you or previous owners have made to your unit and insure your common or other interest in buildings which are part of the condominium property or assets of the corporation if the corporation fails to insure the buildings as required by the Act and the by-laws and rules of the corporation. These obligations are in addition to your obligations as to insurance under the heading Insurance as far as they apply to a condominium unit.
- You authorize us to exercise your rights under the Act to vote and to consent. If we do not exercise your rights, you may do so, but you will do so according to any instructions we may give you. We may at any time revoke any arrangement we make for you to vote or to consent. You also authorize us to inspect the corporation's records. Nothing done under this paragraph puts us in possession of your property.
- If you do not comply with the Act and the by-laws and rules of the corporation, we may comply with them and charge our costs of doing so to you as an additional amount secured under this mortgage. If we pay common expenses, we can accept statements that appear to be issued by the corporation as conclusive evidence of the amount of those expenses and the dates they are due. You will pay us on demand as additional amounts secured under this mortgage our expenses in relation to any by-law, resolution, rule or other matter (other than one for which only a vote of the majority present at the meeting is required), the enforcement of our right to have the corporation or any owner comply with the Act and the by-laws and rules of the corporation and our exercising any voting rights we may have.



5 ENFORCING OUR RIGHTS

If you fail to comply with any of your obligations under this mortgage, we may enforce our rights in any of the ways set out below. These provisions do not limit any other rights given to us by law or this mortgage. We may enforce this and any other security we may have for any of the obligations secured, and enforce our rights under this mortgage, at the same time or at different times and in any order we choose.

(a) You will make immediate payment

You will immediately pay to us all of the obligations secured if any part of the obligations secured is not paid when it is due or if you fail to comply with any of your obligations under this mortgage or any other agreement to which you and we are parties.

(b) We may sue you

We may take such legal action as is necessary and permitted by law to collect the obligations secured.

(c) We may foreclose or sell through the courts

We may commence court proceedings to foreclose the property. If we obtain a final order of foreclosure, the property will by law become our property. We may also ask a court to order a sale or lease of the property. We may also ask a court to appoint a receiver (or receiver and manager) of the property.

(d) We may appoint a receiver

We may appoint in writing a receiver (or receiver and manager), on any terms (including remuneration) that we think are reasonable, to collect any income from the property. We may make the appointment even if we have taken possession of the property. We may also, in writing remove a receiver appointed by us and appoint a new receiver. The receiver is considered to

be your agent and not ours; his defaults are considered your defaults and not ours. Nothing done by the receiver puts us in possession of the property or makes us accountable for any money except money we actually receive.

The receiver has the right, subject to any applicable law, to use any legal remedy (taken in your name or our name) to collect the income from the property; take possession of the property or part of it; manage the property and any business conducted on the property and maintain the property in good condition; lease the property or any part of it; enforce any of our other rights under this mortgage which we delegate to him; and borrow money on the security of the property in priority to this mortgage for these purposes.

(e) We may recover our expenses

You will pay us on demand, as additional amounts secured under this mortgage, our expenses incurred:

- under the headings **Taxes and other charges, Insurance, Keeping the property in good condition and Condominiums.**
- in negotiating this mortgage, investigating title to the property and preparing and registering this mortgage.
- in collecting payment after default of the obligations secured, and
- in enforcing our rights under this mortgage.

including our reasonable legal fees on a solicitor and client basis and interest on the total amount of our above expenses from the date we incur them to the date you pay them to us at the rate stated under paragraph 1 (a) of this mortgage. We may deduct our expenses from any money we owe you.

6 WE MAY USE PROCEEDS TO REDUCE ANY OBLIGATIONS

We may apply the proceeds we receive from enforcing our rights under this mortgage to reduce or repay any of the obligations secured in such manner as we may decide.

7 WE MAY OPEN A SEPARATE ACCOUNT

If we learn that you have disposed of or encumbered the property or any part of it, we may close your account at the amount then due to us. We may open a new account for advances and payments subsequently made and received by us. No amount paid in or credited to the new account will be applied to or have the effect of reducing or repaying any of the obligations secured due to us on the closed account when we learned of the subsequent disposition or encumbrance.

8 DELAY, RELEASES AND PARTIAL DISCHARGES

We may delay enforcing any of our rights under this mortgage or the obligations secured or any agreement evidencing or securing the obligations secured without losing or impairing those rights. We can waive any breach of your obligations under this mortgage or the obligations secured or any agreement evidencing or securing the obligations secured without losing our rights in respect of any breach of your obligations. We may release others on any terms from any liability to repay the obligations secured without releasing you. We may on any

terms discharge any part of the property from this mortgage and, if we do so, the remainder of the property not discharged will secure the total amount of the obligations secured.

9 DISCHARGE OF THIS MORTGAGE

We will discharge this mortgage if you pay us the obligations secured on our demand. You will give us 30 days after payment in which to furnish the discharge. You are responsible for registering it.

10 EFFECT OF JUDGMENTS

If we obtain a court judgment against you for your failure to pay any of the obligations secured or to perform any of your obligations to us under this mortgage, the judgment will not result in a merger of your obligations under this mortgage with the judgment or take away any of our other rights to enforce the mortgage or any other security you agree to continue to pay us interest after judgment on the obligations secured at the agreed rate, calculated and payable in the agreed way, and the judgment may so provide.

11 OUR RESPONSIBILITY

We are not responsible for any loss arising in the course of our enforcing our rights under this mortgage unless it results from our willful neglect or default.

12 HOW WE MAY MAKE DEMANDS OR GIVE NOTICES

Where this mortgage allows or requires us to make a demand on or give a notice to any person (including you), we may make the demand or give the notice by delivering it personally to the person (where the person is a corporation, by delivering it personally to a director, officer or employee of the corporation) or by mailing it by prepaid registered mail addressed to the person at the person's last known address.

A notice or demand so delivered will be regarded as given or made when it is so delivered to the person or to the director, officer or employee of the corporation. A notice or demand so mailed will be regarded as given or made on the third business day after the day it is mailed, whether the person receives it or

not.

13 WHO IS BOUND BY THIS MORTGAGE

This mortgage will be binding on your legal or personal representatives and anyone else to whom your interest in the property is transferred. It will be binding on our legal representatives and anyone to whom it is transferred from us. All our rights under it may be enforced by anyone to whom it is transferred from us.

If more than one person signs this mortgage, each person is jointly and severally bound to comply with all obligations of the mortgagor under this mortgage.



14 MORTGAGING PROVISION

And for the better securing to us repayment in the manner aforesaid of the principal amount, interest and other money, you hereby mortgage to us your estate and interest in the land (property) described above.

15 SIGNING THIS MORTGAGE

You have read this mortgage and acknowledge receiving a copy of this mortgage. In witness whereof the mortgagor has hereunto signed the mortgagor's name this 24 day of August, 2021.

Signed by the above-named 52 WELLNESS CENTRE INC. (Mortgagor)

in the presence of:

X _____
Witness

X _____
Mortgagor

X _____
Witness

X _____
Mortgagor



16 CONSENT OF SPOUSE

I, _____, being married to the above-named _____ do hereby give my consent to the disposition of our homestead, made in this instrument, and I have executed this document for the purpose of giving up my life estate and other dower rights in the said property given to me by the Dower Act, to the extent necessary to give effect to the said disposition.

X _____
Witness

X _____
Spouse of Mortgagor

CERTIFICATE OF ACKNOWLEDGMENT BY SPOUSE

1. This mortgage was acknowledged before me by _____ apart from her husband (or his wife).

2. _____ acknowledged to me that she (or he):

- (a) is aware of the nature of the disposition;
- (b) is aware that the Dower Act gives her (or him) a life estate in the homestead and the right to prevent disposition of the homestead by withholding consent;
- (c) consents to the disposition for the purpose of giving up the life estate and other dower rights in the homestead given to her (or him) by the Dower Act, to the extent necessary to give effect to the said disposition;
- (d) is executing the document freely and voluntarily without any compulsion on the part of her husband (or his wife).

DATED at _____ in _____ this _____ day of _____.

A Commissioner, etc./ A Notary Public in and for

**Where certificate is given outside Alberta, it must be given before a notary public in and for the place where given and he must impress his official seal here.*

MEMORANDUM OF ENCUMBRANCES

By signing this document, you are agreeing that the property described herein shall remain free and clear of all encumbrances, liens, mortgages, charges, security interests, and other financing agreements of any kind subordinate to our interest in the property except those approved in writing by us throughout the term of this document and any renewal or renewals thereof and any such encumbrances which may arise without our express consent will be immediately discharged by you.



AFFIDAVIT OF BORROWER

I, _____
of the _____ of _____
in the _____ of _____

(Occupation)

MAKE OATH AND SAY:

1. I am the mortgagor named in the within mortgage.
2. I am not married.
or
Neither myself nor my spouse have resided on the within mentioned land at any time since our marriage.

SWORN before me _____)
at the _____ of _____)
in the _____ of _____)
this _____ day of _____)

A Commissioner, etc./A Notary Public in and for

** Where affidavit is sworn outside Alberta, it must be sworn before a notary public in and for the place where sworn and he must impress his official seal here.*

AFFIDAVIT OF WITNESS

I, _____
of the _____ of _____
in the _____ of _____

(Occupation)

MAKE OATH AND SAY:

1. I was personally present and did see _____
_____ named in the within mortgage who is (are) personally known to me to be the person(s) named therein, duly sign and execute the same for the purpose named therein.

2. The mortgage was executed at the _____ of _____
in the _____ of _____ and that I am the subscribing
witness thereto.

3. I know the said _____
_____ and he (she) is (they are) in my belief of the full age of eighteen years.

SWORN before me _____)
at the _____ of _____)
in the _____ of _____)
this _____ day of _____)

A Commissioner, etc./A Notary Public in and for

** Where affidavit is sworn outside Alberta, it must be sworn before a notary public in and for the place where sworn and he must impress his official seal here.*



DATED August 24, 2021.

52 WELLNESS CENTRE INC.
(mortgagor)

TO
THE BANK OF NOVA SCOTIA
(mortgagee)

Branch address _____
4715 Tahoe Boulevard
Mississauga, Ontario, L4W 0B4

MORTGAGE

Solicitor for the mortgagor





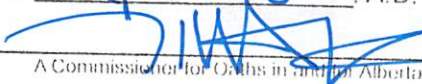
211235971 REGISTERED 2021 11 25
MORT - MORTGAGE
DOC 2 OF 3 DRR#: C005N77 ADR/CALMANN
LINC/S: 0027887819

71

Overview

Business Loan - *****00***74

Loan type	Balance \$	Payment amount \$	Next payment date
Term 01	1,646,593.42	8,721.95	October 10, 2022

THIS IS EXHIBIT " D " referred to
in the Affidavit of Faissal Mouhamad
sworn before me this 13
day of September, A.D. 2022

A Commissioner for Oaths in and for Alberta

Matthew R. Park
Barrister and Solicitor
A Commissioner for Oaths
in and for Alberta

PROMISSORY NOTE

AMOUNT: \$385,000.00

DUE: September 10, 2022

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, 52 WELLNESS CENTRE INC. hereby promises to pay to GHALIB HADI (the "Lender"), in lawful money of Canada, the principal amount of Three Hundred and Eighty Five Thousand (\$385,000.00) Dollars (the "Principal") on September 10, 2022. There shall be no interest payable on the Principal.

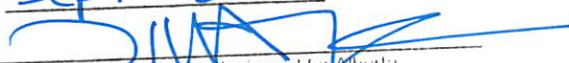
The undersigned hereby irrevocably authorizes the Lender to record on the reverse of this Promissory Note or on any attachment hereto, all repayments, prepayments and unpaid Principal balance hereof from time to time. The undersigned agrees that in the absence of manifest error the record kept by the Lender and such recordation on this Promissory Note or any attachment hereto shall be conclusive evidence of the matters recorded thereon, provided that the failure of the Lender to record or correctly record any amount or date shall not affect the obligation of the undersigned to pay the outstanding Principal amount of the advances and interest thereon.

The undersigned hereby charges the properties with the legal descriptions set forth on Schedule "A" attached hereto (the "Properties") as security for the Principal and Interest thereon and the Properties are hereby secured to the extent of the Principal and Interest thereon.

This Promissory Note shall be construed in accordance with the laws of the Province of Alberta.

The undersigned hereby waives presentment, demand, notice of dishonor, notice of protest, notice of non-payment and any other notice required by law to be given in connection with the delivery, acceptance, performance, default or enforcement of this Promissory Note.

DATED the 9th day of September, 2021.

THIS IS EXHIBIT "E" referred to
in the Affidavit of Faisal Mahamad
sworn before me this 13
day of September, A.D. 2022

A Commissioner for Oaths in and for Alberta

52 WELLNESS CENTRE INC.

Per: 



Matthew R. Park
Barrister and Solicitor
A Commissioner for Oaths
in and for Alberta

SCHEDULE "A"

PLAN 9910835

BLOCK 39

LOT 1

EXCEPTING THEREOUT ALL MINES AND MINERALS

Promissory Note

AMOUNT: \$700,000.00

DUE: September 10, 2022

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, **52 WELLNESS CENTRE INC.** hereby promises to pay to **FAISSAL MOUHAMAD** (the "Lender"), in lawful money of Canada, the principal amount of Seven Hundred Thousand (\$700,000.00) Dollars (the "Principal") on September 10, 2022. There shall be no interest payable on the Principal.

The undersigned hereby irrevocably authorizes the Lender to record on the reverse of this Promissory Note or on any attachment hereto, all repayments, prepayments and unpaid Principal balance hereof from time to time. The undersigned agrees that in the absence of manifest error the record kept by the Lender and such recordation on this Promissory Note or any attachment hereto shall be conclusive evidence of the matters recorded thereon, provided that the failure of the Lender to record or correctly record any amount or date shall not affect the obligation of the undersigned to pay the outstanding Principal amount of the advances and interest thereon.

The undersigned hereby charges the properties with the legal descriptions set forth on Schedule "A" attached hereto (the "Properties") as security for the Principal and Interest thereon and the Properties are hereby secured to the extent of the Principal and Interest thereon.

This Promissory Note shall be construed in accordance with the laws of the Province of Alberta.

The undersigned hereby waives presentment, demand, notice of dishonor, notice of protest, notice of non-payment and any other notice required by law to be given in connection with the delivery, acceptance, performance, default or enforcement of this Promissory Note.

DATED the 9 day of September, 2021.

THIS IS EXHIBIT "F" referred to
in the Affidavit of Fa. ssal Mohamad
sworn before me this 13
day of September, A.D. 20 22


A Commissioner for Oaths in and for Alberta

Matthew R. Park
Barrister and Solicitor
A Commissioner for Oaths
in and for Alberta

52 WELLNESS CENTRE INC.

Per: 



SCHEDULE "A"

PLAN 9910835

BLOCK 39

LOT 1

EXCEPTING THEREOUT ALL MINES AND MINERALS



The City of Red Deer
PROPERTY TAX CERTIFICATE

Box 5008 Red Deer AB T4N 3T4

Phone: 403-342-8126

Email: tax@reddeer.ca

Printed: Sep 13, 2022

Number: 43968

Pursuant to Section 350 of the Municipal Government Act and subject to the conditions noted below, it is hereby certified that taxes and arrears owing with respect to the property described below levied by the City of Red Deer are due in the following amounts:

For WARREN SINCLAIR LLP
Reference Number: 127984

Property

Roll: 30002820031 LTO No.: 162262370
Linc: 0012482858
Civic: 7151 50 AV
Legal: 2223KS;1;4A

2022 Assessments

Table with 2 columns: Assessment Class, Total. Row: COMMERCIAL STORE SALES, 875,700

Table with 4 columns: 2022 Levy, Property Taxes Owing As At Sep 13, 2022, 2023 Instalments, Total. Rows include Total Levy (16,489.61), Arrears (2021), Current (2022), Penalties, Total Taxes Owing (7,638.93), Payments Made, Interest Earned, Adjustments, Balance as at Sep 13, 2022 (0.00)

Pre-Authorized Withdrawals

Table with 5 columns: Tax/Utility Account #, Reference Number, Withdrawal Amount, Scheduled Dates Start, Stop. Row: TAX, 30002820031, 945433, 1,520.78, Jun 2, 2022, Sep 15, 2022

Important Property Comments

CURRENT: Property taxes outstanding will incur penalties at the rates set out per City of Red Deer Bylaw 3546/2015.
CURRENT: There is an outstanding current balance on this property.
GENERAL: PLEASE NOTE: The property is contingently liable after the date of issue of this Tax Certificate for the following: (i) all rates and charges transferred to the tax account pursuant to any Resolution or Bylaw of the City of Red Deer or Statute of the Province of Alberta; any tax levy calculated on an amended or supplementary assessment; and (ii) all rates and charges transferred to the tax account by reason of a stop payment order or a payment dishonoured by the financial institution on which it is drawn.

*** PLEASE NOTE: THE ANNUAL DEADLINE TO SIGN UP FOR THE TAX INSTALMENT PLAN (TIP) IS JUNE 15. NO APPLICATIONS FOR THE CURRENT YEAR WILL BE ACCEPTED AFTER THIS DATE. ***

PLEASE ENSURE ARRANGEMENTS HAVE BEEN MADE TO PAY OUT THE TAX ACCOUNT TO AVOID PENALTIES.

Disclaimer - This summary represents information provided from the current City of Red Deer Assessment & Tax database at the time of printing. The City of Red Deer uses reasonable efforts to supply only current, accurate and complete information, but will not be held responsible for the accuracy of this data. The City of Red Deer is not liable for damages or losses that may result from the use of this document.

THIS IS EXHIBIT "6" referred to in the Affidavit of Faissal Mawjood sworn before me this 13 day of September, A.D. 2022. [Signature]

Matthew R. Park
Barrister and Solicitor
A Commissioner for Oaths in and for Alberta



LAND TITLE CERTIFICATE

S

LINC SHORT LEGAL TITLE NUMBER
0012 482 858 2223KS;1;4A 162 262 370

LEGAL DESCRIPTION

PLAN 2223KS
BLOCK 1
LOT 4A
EXCEPTING THEREOUT ALL MINES AND MINERALS

AREA: 0.291 HECTARES (0.72 ACRES) MORE OR LESS THIS IS EXHIBIT " H " referred to

ESTATE: FEE SIMPLE

in the Affidavit of Faissal Mahamad

ATS REFERENCE: 4;27;38;28;NW

sworn before me this 13

MUNICIPALITY: CITY OF RED DEER

day of September, A.D. 2022

REFERENCE NUMBER: 932 402 232

[Signature]
A Commissioner for Oaths in and for Alberta

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

162 262 370 21/09/2016 TRANSFER OF LAND \$1,100,000 \$1,100,000

OWNERS

MICHAEL DAVE MANAGEMENT LTD.
OF 7151-50 AVE
RED DEER
ALBERTA T4N 4E4

Matthew R. Park
Barrister and Solicitor
A Commissioner for Oaths
in and for Alberta

(DATA UPDATED BY: CHANGE OF ADDRESS 212191734)

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER DATE (D/M/Y) PARTICULARS

2976ML 11/12/1961 UTILITY RIGHT OF WAY
GRANTEE - THE CITY OF RED DEER.
"PART"

1100RK 21/03/1969 UTILITY RIGHT OF WAY
GRANTEE - THE CITY OF RED DEER.

952 262 999 02/10/1995 RESTRICTIVE COVENANT

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
162 262 370

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

192 083 432 10/04/2019 MORTGAGE
MORTGAGEE - 1245233 ALBERTA INC.
500, 707 - 7 AVE SW
CALGARY
ALBERTA T2P3H6
MORTGAGEE - SOLAR STAR HOLDINGS INC.
C/O #500, 707 - 7TH AVE SW
CALGARY
ALBERTA T2P3H6
ORIGINAL PRINCIPAL AMOUNT: \$2,222,000
"SEE INSTRUMENT FOR MORTGAGEE INTEREST"
(DATA UPDATED BY: TRANSFER OF MORTGAGE
192206977)

192 083 433 10/04/2019 CAVEAT
RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - 1245233 ALBERTA INC.
500, 707 - 7 AVE SW
CALGARY
ALBERTA T2P3H6
CAVEATOR - SOLAR STAR HOLDINGS INC.
C/O #500, 707 - 7TH AVE SW
CALGARY
ALBERTA T2P3H6
AGENT - JURE JOVICA
(DATA UPDATED BY: TRANSFER OF CAVEAT
192206978)

192 139 717 24/06/2019 CAVEAT
RE : AMENDING AGREEMENT
CAVEATOR - 1245233 ALBERTA INC.
500, 707 - 7 AVE SW
CALGARY
ALBERTA T2P3H6
CAVEATOR - SOLAR STAR HOLDINGS INC.
C/O #500, 707 - 7TH AVE SW
CALGARY
ALBERTA T2P3H6
AGENT - JURE JOVICA
(DATA UPDATED BY: TRANSFER OF CAVEAT
192206979)

202 164 797 11/08/2020 CERTIFICATE OF LIS PENDENS
BY - MAHMOUD MOHAMAD
SEE INSTRUMENT FOR INTEREST

222 066 420 21/03/2022 MORTGAGE
MORTGAGEE - GHALIB HADI
7151-50TH AVE

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3
162 262 370

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

RED DEER
ALBERTA T4N4E4
ORIGINAL PRINCIPAL AMOUNT: \$800,000

222 066 421 21/03/2022 CAVEAT
RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - GHALIB HADI
C/O ALTALAW LLP
5233 49TH AVE
RED DEER
ALBERTA T4N6G5
AGENT - N LOCKE RICHARDS

TOTAL INSTRUMENTS: 009

PENDING REGISTRATION QUEUE

DRR NUMBER	RECEIVED DATE (D/M/Y)	CORPORATE LLP TRADENAME	LAND ID
D005MW6	07/06/2022	N/A CUSTOMER FILE NUMBER: MCIVOR	
001		CERTIFICATE OF LIS PENDENS	2223KS;1;4A

TOTAL PENDING REGISTRATIONS: 001

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 13 DAY OF
SEPTEMBER, 2022 AT 01:14 P.M.

ORDER NUMBER: 45394722

CUSTOMER FILE NUMBER: 127984



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).

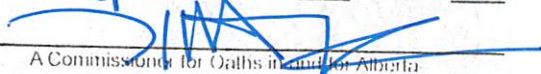
IF MORE INFORMATION IS REQUIRED ON A PENDING REGISTRATION WHERE THE CONTACT INFORMATION DISPLAYS N/A PLEASE EMAIL LTO@GOV.AB.CA.

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

192083432

ORDER NUMBER: 45394763

THIS IS EXHIBIT "I" referred to
in the Affidavit of Faissal Mahamad
sworn before me this 13
day of September, A.D. 2022

A Commissioner for Oaths in and for Alberta

Matthew R. Park
Barrister and Solicitor
A Commissioner for Oaths
in and for Alberta

ADVISORY

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

MORTGAGE PURSUANT TO "THE LAND TITLES ACT"

Michael Dave Management Ltd. of Red Deer, Alberta, (herein called the "Mortgagor") being registered as owner of an estate in fee simple in possession, subject, however, to such encumbrances, liens and interests as are notified by memorandum and underwritten or endorsed hereon, in all and singular that certain piece or parcel of land situate in the Province of Alberta, Canada, and legally described as

Plan 2223KS

Block 1

Lot 4A

Excepting Thereout All Mines and Minerals

Area: 0.291 Hectares (0.72 Acres) More or Less

together with the benefits and advantages of all easements, franchises and privileges now or hereafter appurtenant or appertaining thereto (hereinafter sometimes called the "said lands" or the "mortgaged premises") in consideration of the sum of Two Million Two Hundred and Twenty Two Thousand (\$2,222,000.00) Dollars (hereinafter referred to as the "principal sum") lent to the Mortgagor by Jovica Property Management Ltd. as to \$1,333,200.00, and Solar Star Holdings Inc. at to \$888,800.00 (hereinafter called the "Mortgagee"), the receipt of which sum the Mortgagor hereby acknowledges, COVENANTS AND AGREES with the Mortgagee that:

REPAYMENT

1. The Mortgagor will pay to the Mortgagee the principal sum in lawful money of Canada, at the Mortgagee's Office at c/o 500, 707 7 Avenue S.W., Calgary, Alberta T2P 3H6, or at such other place as may be designated by the Mortgagee, with interest at the rate of Ten percent (10.00%) per annum, Compounded Monthly, not in advance, as well after as before default and maturity until the principal sum and interest and all other money payable under this mortgage shall be fully paid as follows:

(a) interest at the aforesaid rate on the amounts of the principal sum from time to time advanced, computed from the respective dates of such advances up to and including the 29th day of March, 2019, (hereinafter called the "interest adjustment date") shall become due and be paid on the date last mentioned, provided the Mortgagee may require the aforesaid interest on the principal advances made from time to time, computed from the date of each such advances, to become due and payable in monthly instalments on the 29th day of the month next following the first advance, and on the 29th day of each and every month thereafter and the balance, if any, of the aforesaid interest on advances shall become due and be paid on the interest adjustment date, and at the option of the Mortgagee interest so due and payable may be deducted from such advances; and

(b) thereafter the principal sum together with interest thereon at the aforesaid rate, computed from the date last mentioned shall become due and be paid by equal consecutive monthly instalments of Eighteen Thousand Five Hundred and Sixteen Dollars and Sixty Seven Cents (\$18,516.67) each, the first of such instalments to become due and be paid on the 29th day of April, 2019, and a like amount on the 29th day of each and every consecutive succeeding month thereafter up to and including the 29th day of March, 2020, and the full balance of the principal sum and interest thereon as aforesaid shall become due and be paid on the date last mentioned; each of the said monthly instalments to be applied firstly in payment of interest, secondly in payment of all other charges due under this mortgage, and thirdly in reduction of the principal sum.

PRIOR ENCUMBRANCES

2. (a) The Mortgagor further covenants that should this Mortgage be registered subsequent to another encumbrance the "Prior Encumbrance", the Mortgagor shall not allow any default to occur pursuant to the terms of the Prior Encumbrance and further covenants and agrees that should the Mortgagor allow a default to occur pursuant to the terms of the Prior Encumbrance, same shall be considered to be a default pursuant to the terms of this Mortgage and will allow the Mortgagee herein to exercise all of its rights and remedies herein contained.

(b) If the Mortgagor makes default in the performance of the covenants or conditions contained in any prior Mortgage, charge or encumbrances secured upon the said lands, then the entire unpaid balance hereby secured together with interest, shall at the option of the Mortgagee, become forthwith due and payable without notice or demand. The Mortgagee shall be at liberty in case of such default to pay any arrearages or other sums payable under the said Mortgage, agreement for sale, or encumbrances, or pay off all or any portion of the principal interest and any other charges thereby secured. Any amounts so paid by the Mortgagee shall:

- (i) be added to the amount hereby secured;
- (ii) bear interest at the stipulated rate herein or as amended from time to time until repaid;

- (iii) be a charge upon the said land, and
- (iv) unless repaid to the Mortgagee upon demand shall be recoverable from the Mortgagor in the same manner as if such sum had been originally secured hereby.

(c) The Mortgagor specifically acknowledges and agrees that it has executed an Irrevocable and Unconditional Direction Not to Re-Advance to Borrower and Direction to Partially Discharge the Mortgage ("Direction") registered on title to the said lands. In the event the Prior Mortgagee advances further funds to the Mortgagor in contravention of the Direction, or fails to provide a partial discharge of their Mortgage for those further funds, such advancement of funds or failure to provide a partial discharge, shall constitute a default under the terms and conditions of this Mortgage. This Mortgagee shall be entitled to recover personally from the Mortgagor any such further advance of funds and any solicitor client costs of the enforcement, on a full indemnity basis, as that advance will make recover against the said Land insufficient to payout this Mortgage in full.

PRIORITY

3. (a) This mortgage may be renewed or extended, from time to time, at the sole option of the Mortgagee by an agreement in writing between the parties for the term offered by the Mortgagee with or without an increased rate of interest, notwithstanding that there may be subsequent encumbrances. The "date of the mortgage" shall be deemed to be the date of the renewal agreement. Such renewal agreement need not be registered against title to the said lands in order to retain the priority for this mortgage, so renewed and altered, over any instrument registered subsequently to the registration of this mortgage prior to its renewal, and such renewal agreement shall be binding against the Mortgagor, its successors and assigns, and all subsequent mortgagors and encumbrancers and other parties.

(b) The Mortgagor shall, forthwith on request therefor by the Mortgagee, provide to the Mortgagee, at the Mortgagor's expense, all such postponements and other assurances as the Mortgagee may require to ensure the foregoing binding effect and priority. All renewals (if any) shall be done at the Mortgagor's expense (including without limitation payment of the Mortgagee's legal expenses on a solicitor-and-his-own-client basis, full indemnity basis).

(c) No such renewal, even if made by a successor in title to the Mortgagor named herein and whether or not the Mortgagor shall consent thereto, shall in any way release or render unenforceable the covenants or obligations of the Mortgagor named herein, which shall continue notwithstanding such renewal or extension and shall apply to this mortgage as renewed or extended. Nothing contained herein shall be taken to confer any right of renewal upon the Mortgagor.

ARREARS OF INTEREST

4. All interest in arrears shall become principal and bear interest at the rate aforesaid, payable at the times, in the manner and at the place herein mentioned for the payment of interest, from the time the same becomes due and payable. In case the sums hereby secured or any part thereof be not paid at the time or times above set forth for payment thereof the Mortgagor will, so long as such sums or any part thereof remain unpaid or owing on the security hereof, or during the continuance of this security, pay interest from day to day as above provided on the said sums or so much thereof as shall for the time being remain due, owing or unpaid during the continuance of this security, and the taking of a judgment or judgments under any of the covenants herein contained shall not operate as a merger of the said covenants or affect the Mortgagee's right to interest, at the above rate, on any moneys due or owing to the Mortgagee during the continuance of this security, under any of the covenants herein contained or on any judgment to be recovered thereon. Provided that in the event of any default being made in the payment of any instalment of interest secured under this mortgage the same shall thereupon become part of the principal sum hereby secured and shall bear interest from the time when the same became due at the rate aforesaid, and on each day when any instalment of interest falls due hereunder in each and every year until the whole of the said principal sum and interest secured hereby is fully paid and satisfied; all sums of money, whether interest or otherwise, then due and remaining unpaid shall become principal and bear interest at the rate aforesaid.

CHARGE

5. And for the better securing to the Mortgagee the repayment in the manner aforesaid of the said principal sum and interest and other charges and all the moneys hereby secured, the Mortgagor hereby mortgages to the Mortgagee all the Mortgagor's estate and interest in the lands herein described. ✓

SHORT COVENANTS

6. The Mortgagor covenants with the Mortgagee that the Mortgagor:
- (a) has a good title to the said lands;
 - (b) has the right to mortgage the said lands;
 - (c) has done no act to encumber the said lands;
 - (d) will execute such further assurances of the said lands as may be requisite;
 - (e) and that, on default, the Mortgagee shall have quiet possession of the said lands free from all encumbrances.

MORTGAGEE NOT BOUND TO ADVANCE

7. Neither execution nor registration nor acceptance of this mortgage, nor the advance of part of the moneys secured hereby, shall bind the Mortgagee to advance the said principal sum or any unadvanced portion thereof, but nevertheless this mortgage shall take effect forthwith on the execution of these presents, and if the principal sum or any part thereof shall not be advanced at the date hereof, the Mortgagee may advance the same in one or more sums to or on behalf of the Mortgagor at any future date or dates, and the amount of such advances when so made shall be secured hereby and repayable with interest as herein provided.

TAXES, LIENS, ENCUMBRANCES, ETC.

8. (a) The Mortgagor will pay, as and when the same shall fall due, all taxes, rates, liens, charges, encumbrances or claims which are or may be or become charges or claims against the said lands or on this mortgage or on the Mortgagee in respect of this mortgage and, on demand therefor by the Mortgagee, will produce and leave with the Mortgagee receipts for the same.

(b) The Mortgagee may pay, as and when the same shall fall due, all taxes, rates, liens, charges, encumbrances or claims which are or may be or become charges or claims against the mortgaged premises or on this mortgage or on the Mortgagee in respect of this mortgage and any amount so paid by the Mortgagee shall become part of the principal sum hereby secured and be a charge on the said lands in favour of the Mortgagee and shall be payable forthwith by the Mortgagor to the Mortgagee, with interest at the rate aforesaid until paid, and in default proceedings for sale and foreclosure may be taken in addition to all other remedies.

(c) If the said lands or any part thereof are sold or forfeited for non-payment of taxes while any sum remains unpaid hereunder, the Mortgagee may acquire title and rights of the purchaser at any sale, or the rights of any other person or corporation becoming entitled on or under any such forfeiture, or the Mortgagee may pay, either in its own name or in the name of the Mortgagor and on the Mortgagor's behalf, any and all sums necessary to be paid to redeem such lands so sold or forfeited, and to re-vest such lands in the Mortgagor, and the Mortgagor hereby nominates and appoints the Mortgagee as agent to pay such moneys on the Mortgagor's behalf and in the Mortgagor's name, and any moneys so expended by the Mortgagee shall be repaid by the Mortgagor to the Mortgagee forthwith, or in the alternative the Mortgagee shall have the right to bid on and/or purchase the said lands at any tax sale of the same and shall thereupon become the absolute owner thereof.

(d) The Mortgagor further covenants with the Mortgagee that the Mortgagee may deduct from any advance of moneys secured by this mortgage an amount sufficient to pay any and all taxes, rates, liens, charges, encumbrances or claims against the said lands which have become or will become due and payable and are unpaid at the date of such advances, together with such interest as may be due in respect of such advances.

(e) The Mortgagor shall on demand therefor by the Mortgagee pay to the Mortgagee on each monthly payment date of principal and interest and in addition thereto, until the indebtedness hereby secured is fully paid, an instalment on account of taxes, rates, assessments, levies and charges which are now or may hereafter be imposed upon or charged or chargeable against the said lands by any competent authority. The amount of the monthly instalments shall be equal to the amount of such annual taxes next due, as estimated by the Mortgagee, less all instalments already paid therefor, divided by the number of monthly instalments therefor becoming due not later than one (1) month prior to the due date of any such taxes and shall be subject to increase or decrease to the extent required to create as of the monthly payment date on the mortgage immediately preceding the due date of any such taxes, an amount sufficient for the payment thereof in full on such due date. The due date herein referred to is that date from and after which penalties accrue and become an additional charge if payment is not made on or before such date. Nothing herein contained shall obligate the Mortgagee to apply such moneys on account of taxes more often than once each calendar year.

(f) The Mortgagor covenants to transmit to the Mortgagee all assessment notices, tax notices, and other documents affecting the imposition and payment of taxes against the said lands as soon as the same have been received by the Mortgagor and to obtain and deliver the same to the Mortgagee at least thirty (30) days prior to the due date for the payment thereof.

(g) Any amount paid to the Mortgagee as in this paragraph required, may be held by it with its own funds pending payment or application thereof as herein provided and nothing herein contained shall obligate the Mortgagee to apply such moneys on account of taxes more often than yearly. The Mortgagee shall pay the taxes to the amount of the then unused credit thereof on or before their due date and may, at its option, pay any of such taxes when payable either before or after the said due date, without notice, or make advances therefor in excess of the then amount of credit for such taxes. The excess amount advanced shall be immediately due and payable to the Mortgagee and shall be secured as additional principal sum under this mortgage and bear the same rate of interest from the date of advancement as the principal indebtedness. An official receipt therefor shall be conclusive evidence of such payment and of the validity of such taxes.

(h) The Mortgagee may apply credits for the above taxes, or any part thereof, on account of any delinquent instalments of principal or interest or any other payments maturing or due under this mortgage and the amount of credit existing at any time shall be reduced by the amount thereof paid or applied as herein provided. The amount of the existing credit hereunder at the time of any transfer of the said lands shall without assignment thereof inure to the benefit of the successor owner of the said lands and shall be applied under and subject to all the provisions hereof. Upon the payment in full of the moneys secured hereby, the amount of any unused credit shall be paid to the party lawfully entitled thereto.

(i) If payments are not made as in this paragraph provided, and such default continues for a period of ten (10) days, then the Mortgagee may, at its option, declare the whole of the principal sum and interest hereby secured and not previously paid immediately due and payable and proceed as in the case of any other default in payment thereof.

INSURANCE

9. (a) The Mortgagor will forthwith insure, and during the continuance of this security keep insured against loss or damage by fire each and every building on the said lands to the extent of their full replacement value in an insurance company or companies, to be approved of by the Mortgagee; and will not do nor suffer anything whereby the said policy or policies may be vitiated, and will pay all premiums and sums of money necessary for such purposes as the same shall become due and will assign and deliver over unto the Mortgagee the policy or policies of insurance, the receipt or receipts thereto appertaining.

(b) In addition to the furnishing of fire insurance as herein otherwise provided, the Mortgagor covenants and agrees with the Mortgagee to furnish to the Mortgagee insurance policies or insurance contracts against such other insurable risks, perils or events including, without limiting the generality of the foregoing, boiler, plate glass, rental and public liability insurance, and in such amounts as the Mortgagee may require, upon the improvements situate on the mortgaged premises to the full replacement value and for such period of time as the Mortgagee may from time to time require during the existence of this mortgage.

(c) If the Mortgagor shall neglect to keep the said buildings, or any of them, insured as aforesaid, or to pay the said premiums, or to deliver such policy or policies of insurance, or the receipt or receipts thereto appertaining to the Mortgagee, or to deliver satisfactory evidence of the renewal of each policy of insurance to the Mortgagee at its address as stated on Page 1 of this Mortgage at least five (5) days before the expiry thereof, then it shall be lawful for the Mortgagee to insure the said building or buildings in manner aforesaid, at the cost, charge and expense of the Mortgagor, in which case the mortgagee shall be entitled to charge an additional service fee in the sum of \$250.00 which shall be added to the principal sum herein secured with interest thereon at the interest rate herein stated or as amended from time to time.

(d) The Mortgagee may require any insurance of the said buildings to be cancelled and new insurance effected, and it shall be optional with the Mortgagee, in so far as it is entitled so to do from time to time under the laws of the Province of Alberta, to name the company or companies and the agents thereof, by which the insurance shall be written, all at the cost, charge and expense of the Mortgagor.

(e) The loss under any policies or contracts of insurance hereinbefore required to be provided by the Mortgagor, and any renewal thereof, shall be payable to the Mortgagee, and such policies or contracts shall be in terms satisfactory to the Mortgagee, shall have attached mortgage clauses in a form approved by the Mortgagee, and shall be delivered to and held by the Mortgagee.

(f) If for any reason any insurance as hereinbefore provided for cannot be effected or maintained, the whole of the principal sum and interest hereby secured and not previously paid shall, at the option of the Mortgagee, forthwith become due and payable.

(g) And it is further agreed that in case of the cancellation of any insurance by reason of the unsatisfactory condition of the buildings on the said lands or from any other cause whatsoever, the Mortgagee or its agents shall have the right to enter the said buildings at any time for the purpose of inspection at the expense of the Mortgagor, and the whole of the principal sum and interest hereby secured and not previously paid shall, at the option of the Mortgagee, forthwith become due and payable.

(h) Nothing herein shall be deemed to hold the Mortgagee responsible for failure to have insurance placed or for any loss growing out of any defects in any policy, or because of failure of any insurance company to pay for any loss or damage insured against.

(i) And the Mortgagor agrees forthwith on the happening of any loss or damage, to furnish at the expense of the Mortgagor all necessary proofs and do all necessary acts to enable the Mortgagee to obtain payment of the insurance moneys and all moneys received by virtue of any policy or policies as aforesaid may, at the option of the Mortgagee, either be forthwith applied in or toward repairing, rebuilding, or reinstating the mortgaged premises or be paid to the Mortgagor or any other person appearing by the registered title to be or to have been the owner of the mortgaged premises or be applied or paid partly in one way and partly in another, or it may be applied, at the sole discretion of the Mortgagee, in whole or in part on the mortgage debt or any part thereof whether due or not then due.

IMPROVEMENT, FIXTURES, ETC.

10. All erections, buildings, improvements, and other fixtures which are now or which shall hereafter be placed or installed upon the mortgaged premises shall form part of the realty and of the security and are included in the expression "the said lands", and the Mortgagor will not commit any act of waste thereon, and the Mortgagor will at all times during the continuance of this security, the same repair, maintain, restore, amend, keep, make good, finish, add to and put in order, and in the event of any loss or damage thereto or destruction thereof the Mortgagee may give notice to the Mortgagor to repair, rebuild, or reinstate the same within a time to be determined by the Mortgagee and to be stated in such notice; and upon the Mortgagor failing so to repair, rebuild or reinstate within such time, such failure shall constitute a breach of covenant hereunder and thereupon the mortgage moneys shall, at the option of the Mortgagee, become immediately due and payable and that without any demand by the Mortgagee upon the Mortgagor; provided that the Mortgagee may repair, rebuild or reinstate the mortgaged premises at the cost of the Mortgagor and charge all sums of money determined by the Mortgagee to be properly paid therefor to the mortgage account. This provision shall be in addition to any statutory covenants implied in this mortgage.

ASSIGNMENT OF RENTS

11. As further security for the payment of all moneys owing hereunder the Mortgagor assigns and agrees to assign to the Mortgagee all rents which shall now, or hereafter may become payable by reason of any tenancy or tenancies covering the mortgaged premises or any part thereof; and if the Mortgagor be in default in the observance or performance of any of the terms, covenants and conditions of this mortgage.

then the Mortgagee shall have the right, by its agents or otherwise, to take and receive the rents thereof, and, for such purposes, the Mortgagor as may be required for the purposes aforesaid, the Mortgagor hereby confirming and ratifying all things which the Mortgagee may do in connection therewith; and the Mortgagor agrees to execute such further assurances as may be required to give effect to the true intent and purpose of this provision; but nothing in this provision shall make the Mortgagee chargeable or accountable as a mortgagee in possession. The Mortgagor hereby assigns to the Mortgagee all of their permits, deposits, rights, contracts and specifications relating to the Lands and as are necessary to carry out the Mortgagors business on the Lands. The Mortgagor hereby covenants and agrees to complete any ongoing or planned future development of the Lands in a timely manner and any failure to do so shall be considered a breach of the terms and conditions of this mortgage.

PREPAYMENT CLAUSE

12. The Mortgagor, acknowledges that this mortgage is closed and may not be prepaid in any way, shape or form, for a period of six months calculated from the interest adjustment date (closed period). However, once the closed period has expired, the Mortgagor, when not in default under this mortgage, may prepay all sums due and owing under same, at any time, without penalty or bonus. This privilege shall not apply to any renewal of this mortgage unless the Mortgagee agrees in writing. No partial prepayment will be accepted by the Mortgagee.

EXPENSES OF OBTAINING AND MAINTAINING SECURITY

13. All solicitor's, inspector's, valuator's and surveyor's fees and expenses for drawing and registering this mortgage and for examining the mortgaged premises and the title thereto and for making or maintaining this mortgage as an appropriate charge on the mortgaged premises, and in exercising or enforcing or attempting to enforce or in pursuance of any right, power, remedy or purpose hereunder or subsisting, and legal costs as between solicitor and client, on a full indemnity basis, and also allowance for the time, work and expenses of the Mortgagee or of any agent, solicitor or servant of the Mortgagee for any purpose herein provided for as from time to time are permitted by the laws of the Province of Alberta together with all sums which the Mortgagee may and does from time to time advance, expend or incur hereunder as principal, insurance premiums, taxes, rates, or in or toward payment of prior liens, charges, encumbrances or claims charged or to be charged against the said lands, or in maintaining, repairing, restoring or completing the mortgaged premises, and in inspecting, leasing, managing or improving the mortgaged premises, including the price or value of any goods of any sort or description supplied to be used on the mortgaged premises, and whether such sums are advanced or incurred with the knowledge, consent, concurrence or acquiescence of the Mortgagor or otherwise are to be secured hereby and shall be a charge on the said lands, together with interest thereon at the said rate; and all such moneys shall be repayable to the Mortgagee on demand, or if not demanded, then with the next ensuing instalment of interest, except as herein otherwise provided.

MAINTENANCE OF CHARGE

14. The Mortgagor will fully and effectually maintain and keep the security hereby created as a valid and effective security during the currency hereof and will not permit or suffer the registration of any debt, lien or privilege whatsoever, whether of workmen, builders, contractors, engineers, architects or suppliers of material, upon or in respect of the mortgaged premises, which could rank prior to the charge of this mortgage; provided that the registration of any such lien or privilege shall not be deemed to be a breach of this covenant if the Mortgagor shall desire in good faith to contest the same and shall, if the Mortgagee so requires, give security to the satisfaction of the Mortgagee for the due payment of the amount claimed in respect thereof, together with possible costs, in case it shall be a valid lien or privilege.

ACCELERATION

15. If any default shall be made in any payment of principal or interest of any of the moneys hereby secured or any part thereof, or in the observance or performance of any of the covenants, agreements, provisos and stipulations herein contained, then, and in such case, the whole principal moneys hereby secured shall, at the option of the Mortgagee, become due and payable in like manner to all intents and purposes as if the time herein mentioned for payment of such principal money had fully come and expired.

REMEDIES ON DEFAULT

16. In the event of default being made in any of the covenants, agreements, provisos or stipulations expressed or implied herein:

(h) the Mortgagee may, at the expense of the Mortgagor, and when and to such extent as the Mortgagee deems advisable, observe and perform or cause to be observed and performed such covenant, agreement, proviso or stipulation;

(i) the Mortgagee may send or employ an inspector or agent to inspect and report upon the value, state and condition of the said lands and a solicitor to examine and report upon the title to the same;

(j) the Mortgagee or agent of the Mortgagee may enter into possession of the said lands and whether in or out of possession collect the rents and profits thereof, and make any demise or lease of the mortgaged premises, or any part thereof, for such terms and periods and at such rents as the Mortgagee shall think proper; and the power of sale hereunder may be exercised either before or after and subject to any such demise or lease;

(k) it shall and may be lawful for and the Mortgagor hereby grants full power, right and licence to the Mortgagee to enter, seize and distrain upon the mortgaged premises, or any part thereof, and by distress warrant to recover as much of the moneys secured hereby as shall from time to time be or remain in arrears and unpaid, together with all costs, charges and expenses attending such levy or distress;

(l) the Mortgagee may sell and dispose of the said lands with or without entering into possession of the same and with or without notice to the Mortgagor or any party interested in the said lands; and all remedies competent may be resorted to; and all the rights, powers and privileges granted to or conferred upon the Mortgagee under and by virtue of any statute or by this mortgage may be exercised; and no want of notice or publication or any other defects, impropriety or irregularity shall invalidate any sale made or purporting to be made of the said lands hereunder; and the Mortgagee may sell, transfer and convey any part of the mortgaged premises on such terms of credit or part cash and part credit, secured by contract or agreement for sale or mortgage, or otherwise, as shall appear to the Mortgagee most advantageous and for such prices as can reasonably be obtained therefor; and in the even of a sale on credit or for part cash and part credit, whether by way of contract for sale or by conveyance or transfer and mortgage, the Mortgagee is not to be accountable for or charged with any moneys until the same shall be actually received in cash; and sales may be made from time to time of parts of the said lands to satisfy interest or parts of the principal overdue, leaving the principal or parts thereof to run with interest payable as aforesaid; and the Mortgagee may make stipulations as to title or evidences or commencement of title or otherwise as the Mortgagee shall deem proper, and may buy in or rescind or vary any contract for sale; and on any sale or resale, the Mortgagee shall not be answerable for loss occasioned thereby; and for any of such purposes the Mortgagee may make and execute all agreements and assurances that the Mortgagee shall deem advisable or necessary; and

(m) 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 of the said lands and premises and the rents and profits thereof without the necessity of first exercising its right to enter into possession.

EXPROPRIATION

17. If the said lands shall be expropriated by any government, authority, body or corporation clothed with the powers of expropriation, the amount of the principal sum hereby secured remaining unpaid shall forthwith become due and payable together with interest thereon at the said rate to the date of payment and together with a bonus equal to the sum of three (3) months' interest at the said rate calculated on the amount of the said principal sum so remaining unpaid.

MISCELLANEOUS COVENANTS

18. The Mortgagor further covenants and agrees with the Mortgagee that:

(a) it is agreed that this mortgage, the taking, foreclosure or cancellation thereof or any other dealing with or proceeding under the same shall not operate by way of merger of any indebtedness of the Mortgagor to the Mortgagee or any contract or instrument by which the same now or at any time hereafter be represented or evidenced, nor shall it operate to suspend payment of any such indebtedness or affect or prejudice in any way the rights, remedies and powers of the Mortgagee in respect thereof or any securities held by the Mortgagee for the payment thereof; and that no judgment recovered by the Mortgagee and no other dealing with any other security for the moneys advanced hereunder or secured hereby shall operate by way of merger of this mortgage or in any way affect the security hereby created or the Mortgagee's right to interest as aforesaid;

(b) the Mortgagee may at all times release any part or parts of the said lands or any other security or any surety for payment of all or any part of the moneys hereby secured or may release the Mortgagor or any other person from any covenant or other liability to pay the said moneys or any part thereof, either with or without any consideration therefor, and without being accountable for the value thereof or for any moneys except those actually received by the Mortgagee, and without thereby releasing any other part of the said lands, or any other securities or covenants herein contained, it being especially agreed that notwithstanding any such release the lands, securities and covenants remaining unreleased shall stand charged with the whole of the moneys hereby secured;

(c) no extension of time given by the Mortgagee to the Mortgagor, or anyone claiming under the Mortgagor, shall in any way affect or prejudice the rights of the Mortgagee against the Mortgagor or any other person liable for payment of the moneys hereby secured;

(d) the waiver of one or more defaults under this mortgage shall not be construed as a waiver of any subsequent or other default;

(e) in the event of the mortgage moneys advanced hereunder, or any part thereof, being applied to the payment of any charge or encumbrance, the Mortgagee shall be subrogated to all the rights of and stand in the position to and be entitled to all the equities of the party so paid off whether such charge or encumbrance has or has not been discharged; and the decision of the Mortgagee as to the validity or amount of any advance or disbursement made under this mortgage or of any claim so paid off, shall be final and binding on the Mortgagor;

(f) the Mortgagee shall not be charged with any moneys receivable or collectable out of the mortgaged premises or otherwise, except those actually received; and all revenue of the said premises received or collected by the Mortgagee from any source other than payment by the Mortgagor may, at the option of the Mortgagee, be used in maintaining or insuring or improving the mortgaged premises, or in payment of taxes or other charges against the mortgaged premises, or applied on the mortgage account;

(g) in any action, suit, or proceeding for enforcing this mortgage, or to recover payment of the moneys hereby secured, or for the sale, foreclosure, or obtaining possession of the said lands, or any part thereof, service of any Notice, Writ of Summons, Originating

Summons, Statement of Claim, Order of Court or a Judge, or of any legal or other proceeding by the Mortgagee, or by any statute, ordinance, rule, order or practice required to be given or served, may be effected by posting up a copy of such Notice, Writ of Summons, Originating Summons, Statement of Claim, Order or legal proceeding on the said lands (if unoccupied), or by leaving any such copy with a grown person on the said lands (if occupied) or, at the option of the Mortgagee, by publishing the same in some newspaper published in the Province of Alberta; and such notice shall be sufficient though not otherwise addressed than "To Whom It May Concern"; and the Mortgagor hereby agrees to such notice being given or such service being made as aforesaid, and that the same shall be in lieu of and shall have the same effect and be taken as personal notice or service; any statute, ordinance, order, rule, or practice to the contrary notwithstanding;

(h) if the Mortgagor be a corporation, it hereby waives the provisions of Subsections (1) to (3) inclusive of Section 42 and Subsections (1) to (4) inclusive of Section 41 of the Law of Property Act, Revised Statutes of Alberta 1980, Chapter L-8 and all the amendments thereto and all the amendments made subsequent hereto, and all substitutions thereof;

(i) wherever the singular number or the masculine gender is used in this instrument the same shall be construed as including the plural and feminine and neuter respectively where the fact or context so requires; and in any case where this mortgage is executed by more than one party all covenants and agreements herein contained shall be construed and taken as against such executing parties as joint and several; and the heirs, executors, administrators, successors and assigns of any party executing this mortgage are jointly and severally bound by the covenants, agreements, stipulations and provisions herein contained; and the covenants, agreements, stipulations and provisions herein stated shall be in addition to those granted or implied by statute; and

(j) the descriptive headings of the several paragraphs of this mortgage are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

BUILDING MORTGAGE

19. If this mortgage is a building mortgage, the Mortgagor covenants and agrees with the Mortgagee to construct a building or buildings and other improvements on the said lands in accordance with the plans and specifications which have been or are hereafter approved by the Mortgagee and to carry on diligently to completion the said building, buildings and other improvements and that the building or buildings being erected or to be erected on the said lands shall form part of the security for the full amount of the moneys secured by this mortgage, and that advances on this mortgage are to be made from time to time in the future in accordance with the progress of such building or buildings or upon their completion, occupation or sale, subject to the provisions of paragraph 7 hereof.

DISCHARGE

20. The Mortgagee shall have a reasonable time after payment of the mortgage moneys in full within which to prepare and execute a discharge of this mortgage; and interest as aforesaid shall continue to run and accrue until actual payment in full has been received by the Mortgagee; and to the extent permitted by law, all legal and other expenses for the preparation and execution of such discharge shall be borne by the Mortgagor; PROVIDED THAT the Mortgagor shall not be entitled to a discharge of this mortgage unless and until all covenants, provisions, agreements and stipulations herein contained, on the part of the Mortgagor to be observed or performed, have been duly complied with, whether the Mortgagee has taken legal proceedings thereon and recovered judgment or otherwise.

DUE ON SALE AND RELEASE

21. If the Mortgagor sells, conveys or transfers the said lands or agrees to do so, to anyone without obtaining prior written approval from the Mortgagee, the loan amount shall at the Mortgagee's option, immediately become payable in full. Any payment accepted by the Mortgagee from any person or persons whom the Mortgagee has not first approved in writing shall not mean that the Mortgagee has granted prior written approval nor that the Mortgagee has relinquished its right to require the Mortgagor to pay the loan amount in full.

You shall provide us with sufficient written information to enable us to determine whether we should give our written approval and we shall upon receipt of sufficient information, make our determination in a timely manner. Prior written approval by us shall not be unreasonably withheld.

If prior written approval is granted by us to you to sell, convey or transfer your property or any part of it, upon: (a) registration of a valid Deed/Transfer of Land to the approved person or persons; and, (b) if required by us, receipt by us of one or more Guarantee Agreements, we release and forever discharge; (a) you from your obligations under the mortgage and the obligation to pay the loan amount; and (b) if applicable, any guarantors from their guarantee that you would make all payments required by the mortgage and that you would comply with all other obligations contained in the mortgage.

22. The Mortgagor hereby acknowledges having received a Duplicate copy of this Mortgage prior to receiving any of the proceeds of same.

23. In the event any payment is missed and/or dishonoured for any reason whatsoever under this Mortgage, the Mortgagee shall be entitled to charge the Mortgagor a \$250.00 administration fee per payment missed or dishonoured per individual Mortgagee. Upon collection of any defaulted payment(s) and the administration fee(s), the Mortgagee shall be entitled to insist that the collected amount be provided, together with collection costs, by certified cheque, money order, bank draft, cash or solicitor's trust cheque, at the sole option of the Mortgagee.

24. The Mortgagor acknowledges that in the event any obligation of the mortgagor for payment to the mortgagee pursuant to the terms of this mortgage has been deferred (deferred period) interest shall run on those sums so deferred at the rate stated in this mortgage or any renewal thereof during said deferral period.

26. The Mortgagor and the Mortgagee covenant and agree that should the Mortgagee allege default on the part of the Mortgagor, the Mortgagee shall be entitled, at its sole option and discretion, to commence foreclosure proceedings in any Judicial District the Mortgagee chooses, notwithstanding that the lands and premises which are the subject of the foreclosure proceedings are not situated therein. As such, this clause shall be considered to be an "agreement in writing" as contemplated by the Alberta Rules of Court.

27. The Mortgagor hereby specifically acknowledges and agrees that the Mortgagee shall be entitled to make any and all reasonable inquiries and obtain any and all reasonable information with respect to the mortgage premises, such inquiries to include, but not be limited to any other Mortgagees, municipal authority and insurance company.

28. The Mortgagor hereby consents to the Mortgagee, being a credit granting corporation, to conduct a name search of the Mortgagor in accordance with Section 17.3 of the *Land Titles Act* (Alberta). In addition, the Mortgagor hereby appoints the Mortgagee as its agent and attorney for purposes of obtaining any and all information regarding the said lands, including, without limitation, information from the "Information System" established under the *Safety Codes Act* (Alberta).

29. The Mortgagor hereby specifically acknowledges and agrees that, in the event the Mortgagee is requested or required to file a Proof of Claim in Bankruptcy of the Mortgagor, the Mortgagee shall be entitled to charge the Mortgagor a \$250.00 administration fee per Proof of Claim filed. Upon collection of any defaulted payment(s) and the administration fee(s), the Mortgagee shall be entitled to insist that the collected amount be provided, together with collection costs, by certified cheque, money order, bank draft, cash or solicitor's trust cheque, at the sole option of the Mortgagee.

30. The Mortgagor authorizes the Mortgagee to collect personal information (including credit, employment and other financially-related information) about the Mortgagor, from the Mortgagor or from credit bureaus, credit reporting agencies, financial institutions, government departments, insurance institutions, neighborhood and condominium associations, references the Mortgagor has provided to the Mortgagee and from persons who may have referred the Mortgagor's mortgage business to us.

The Mortgagor consents that the personal information collected from the Mortgagor and others may be used for the following purposes: (i) to determine the Mortgagor's financial situation; (ii) to determine the Mortgagor's initial and ongoing eligibility for mortgage services; (iii) to administer or service the Mortgagor's mortgage; (iv) to arrange for and in connection with the financing of the Mortgagee's mortgage business; and (v) as otherwise necessary for the provision of mortgage services and protection of the Mortgagee's security interest herein.

The Mortgagor consents that the personal information collected from the Mortgagor and others may be disclosed to the following people for the following purposes: (i) to credit bureaus, credit reporting agencies, mortgage insurers and financial institutions to confirm the Mortgagor's financial situation and the Mortgagor's initial and ongoing eligibility for mortgage services; (ii) to persons retained to administer or service the Mortgagor's mortgage for the purpose of such administration or servicing; (iii) to persons (or their permitted assignees) involved in the financing or securitizing, or facilitation of the financing and securitizing, of the Mortgagee's mortgage business for the purpose of their providing or facilitating such financing or securitizing (which may include the administration or servicing of the Mortgagor's mortgage by them or their agents); and (iv) to other persons as necessary for the provision of mortgage services to the Mortgagor and protection of the Mortgagee's security interest herein.

31. The Mortgagor specifically acknowledges and agrees that he/she/they have specifically contracted to extend the statutory limitation periods as prescribed by law in the Province of Alberta including but not limited to those prescribed under the *Limitations Act*, R.S.A. 200, c. L-12, as amended or replaced from time to time to a period of 25 years..

32. The Mortgagor further covenants and agrees that in the event the property forming the subject matter of this mortgage is a Condominium as defined by the *Condominium Property Act*, Alberta, then and in that event, the following provisions apply:

- (a) any default by the Mortgagor in the payment of the Mortgagor's share of common area or other authorized charges levied by the Condominium Corporation, shall automatically constitute default under this mortgage.
- (b) should the Mortgagor fail in the Mortgagor's responsibility to pay all charges levied by the Condominium Corporation in respect of the Mortgagor's interest in the property, the Mortgagee may make all such payments on the Mortgagor's behalf, in which event the Mortgagor hereby acknowledges that the amount so paid shall be added to, and form part of, the principal sum secured hereby and shall forthwith be repaid to the Mortgagee, with interest at the rate provided in this mortgage.
- (c) the Mortgagee reserves the right at any time to exercise the Mortgagor's power to vote on all matters as an owner and member of the Condominium Corporation. Such right, if exercised by the Mortgagee, shall not render the Mortgagee in possession, nor shall the Mortgagee be held responsible for the protection of the Mortgagor's interests.

In the event the Mortgagor owns a parking stall registered under the Condominium Plan or leased from the Condominium Corporation, which parking stall has not been secured by the Mortgage or assigned to the Mortgagee, the Mortgagor specifically grants to the Mortgagee an equitable mortgage in the said parking stall, and the Mortgagor hereby mortgages and charges to the Mortgagee all of the Mortgagor's estate, right, title and interest in the said parking stall. Further, the Mortgagor specifically agrees to any rectification of the Mortgage to include said

parking stall and as such the said parking stall shall form part of the Mortgaged Premises herein. Further, the Mortgagor specifically agrees not to sell or lease the said parking stall without the specific written consent of the Mortgagee and any attempt to sell or lease the said parking stall shall be considered a default under the Mortgage.


32. The Mortgagor or any subsequent transferee, assignee, estate, etc. shall comply with any requests for and provide to the Mortgagee any reasonable information requested regarding the Mortgagor or the said lands.

33. The Mortgagor warrants and represents that to the best of their knowledge the lands and existing prior uses of the lands comply and have at all times complied with all laws, regulations, orders and approvals of all governmental authorities having jurisdiction with respect to environmental matters applicable to the ownership, use, maintenance, and operation thereof (collectively, the "Environmental Laws") and, without limiting the generality of the foregoing:

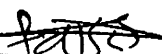
- (a) The property has never been used as a land fill site or to store hazardous substances either above or below ground, in storage tanks or otherwise;
- (b) All hazardous substances used in connection with the business conducted on the Property has at all times been received, handled, used, stored, treated, shipped and disposed of in strict compliance with all Environmental Laws;
- (c) No hazardous substances have been released into the environment or deposited, discharged, placed or disposed of at, on or near the property as a result of the conduct of the business on the Property, and;
- (d) No notices of any violation of any matters referred to above relating to the Property or its use have been received by the Borrower and there are no directions, writs, injunctions, orders or judgments outstanding, no law suits, claims, proceedings, or investigations being instituted or filed.

For the purposes of this Mortgage, a hazardous substance includes but is not limited to contaminants, pollutants, dangerous substances, gasoline, oil, liquid wastes, industrial wastes, whole liquid wastes, toxic substances, hazardous wastes, hazardous materials, and hazardous substances as defined in or pursuant to any applicable Environmental Laws. Further, the Mortgagor shall indemnify and save harmless the Mortgagee from any loss or liability whatsoever arising from any violation whatsoever of any law, regulation, ordinance, judgment, appraisal or decision in connection with hazardous risks or environmental risks, including any costs to enforce this covenant on a solicitor and his own client, full indemnity, basis.

IN WITNESS WHEREOF, I have hereunto signed my hand and the corporate seal of Michael Dave Management Ltd. this 4 day of ~~March~~ ^{April}, A.D. 2019.



Michael Dave Management Ltd.

PER: 
_____ c/s
Faissal Mouhamad

AFFIDAVIT OF EXECUTION

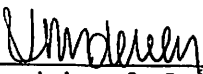
Canada
Province of Alberta
To Wit:

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I, Paul D. Rattan, of the City of Red Deer, in the Province of Alberta MAKE OATH AND SAY:

1. THAT I was personally present and did see Faissal Mouhamad who is personally known to me, duly sign and execute the same on behalf of Michael Dave Management Ltd. for the purpose named therein.
2. THAT the instrument was signed at Red Deer, in the Province of Alberta, and I am subscribing witness thereto.
3. THAT I believe the person whose signature I witnessed is at least eighteen (18) years of age.

SWORN before me at the City of Red Deer, in the Province of Alberta, this 4 day of April, 2019.



A Commissioner for Oaths in and for Alberta



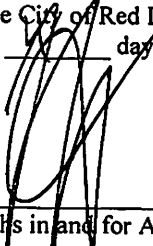
Tracey Andersen
A Commissioner for Oaths
in and for Alberta
Commission Expires Sept 23, 2019

AFFIDAVIT VERIFYING CORPORATE SIGNING AUTHORITY

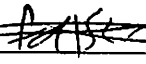
I, Faissal Mouhamad, of Red Deer, in the Province of Alberta MAKE OATH AND SAY:

1. I am an officer or a director of Michael Dave Management Ltd. named in the within or annexed instrument.
2. I am authorized by the Corporation to execute the instrument without affixing a corporate seal.

SWORN before me at the City of Red Deer, in the Province of Alberta, this 4 day of April, 2019.



A Commissioner for Oaths in and for Alberta



Paul Rattan
Barrister and Solicitor

192083432 REGISTERED 2019 04 10
MORT - MORTGAGE
DOC 1 OF 2 DRR#: A0A3F89 ADR/NLYSTE
LINC/S: 0012482858



THE LAND TITLES ACT

DATED

Jovica Property Management Ltd. as to \$1,333,200.00, and Solar Star Holdings Inc. at to \$

- and -

Michael Dave Management Ltd.

MORTGAGE

Hendrix Law
Barristers & Solicitors
#500, 707 - 7th Avenue S.W.
Calgary, AB
T2P 3H6

Our File: 43451/cj

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

192139717

ORDER NUMBER: 45394763

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.

CAVEAT FORBIDDING REGISTRATION

TO THE REGISTRAR OF THE NORTH ALBERTA LAND REGISTRATION DISTRICT

TAKE NOTICE that Jovica Property Management Ltd. as to \$1,333,200.00, and Solar Star Holdings Inc. at to \$888,800.00, claims an interest under and by virtue of a Mortgage Amending Agreement made with Michael Dave Management Ltd. , dated the 25 day of April A.D. 2019, a copy of which is attached hereto, in the lands described as follows:

Plan 2223KS

Block 1

Lot 4A

Excepting Thereout All Mines and Minerals

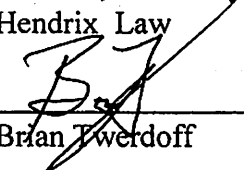
Area: 0.291 Hectares (0.72 Acres) More or Less

standing in the register in the name of Michael Dave Management Ltd. and Jovica Property Management Ltd. as to \$1,333,200.00, and Solar Star Holdings Inc. at to \$888,800.00 forbids the registration of any person as transferee or owner of, or of any instrument affecting the said estate or interest, unless the instrument or Certificate of Title, as the case may be, is expressed to be subject to said claim.

Jovica Property Management Ltd. as to \$1,333,200.00, and Solar Star Holdings Inc. at to \$888,800.00 APPOINTS c/o 500, 707 - 7 Avenue S.W., Calgary, Alberta T2P 3H6 as the place at which notices and proceedings relating thereto may be served.

DATED this 6th day of June, A.D. 2019.

Jovica Property Management Ltd. as to \$1,333,200.00, and Solar Star Holdings Inc. at to \$888,800.00 by its solicitor and agent,
Hendrix Law




Brian Twerdoff

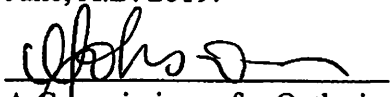
CANADA)
PROVINCE OF ALBERTA)
TO WIT:)
I, Brian Twerdoff,
of the City of Calgary, in the Province
of Alberta, Barrister and Solicitor
MAKE OATH AND SAY:

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

SWORN BEFORE ME at the)
City of Calgary, in the)
Province of Alberta,)
6th this day of)
June, A.D. 2019.)



Brian Twerdoff



A Commissioner for Oaths in and for
the Province of Alberta

CHRISTINE JOHNSON
A Commissioner for Oaths
in and for Alberta

C A V E A T

RE: Mortgage Amending Agreement

I certify that the within instrument is duly Entered and Registered in the Land Titles Office for the North Alberta Land Registration District of Calgary, in the Province of Alberta.

_____ Registrar

A.L.R.D.

Hendrix Law
Barristers and Solicitors
#500, 707 - 7th Avenue S.W.
Calgary, Alberta
T2P 3H6

Our File No. DMH:43451/cj

MORTGAGE AMENDING AGREEMENT

THIS AGREEMENT MADE THIS 27 DAY OF April, A.D., 2019. (the "Agreement")

BETWEEN:

Jovica Property Management Ltd. as to \$1,333,200.00, and Solar Star Holdings Inc. at to
\$888,800.00

c/o 500, 707 - 7 Avenue S.W., Calgary, Alberta T2P 3H6
(hereinafter referred to as the "Mortgagee")

OF THE FIRST PART

- and -

Michael Dave Management Ltd.
Red Deer, Alberta
(hereinafter referred to as the Mortgagor)

OF THE SECOND PART

WHEREAS by a Mortgage, registered as Instrument No. 192 083 432, (hereinafter referred to as the "Mortgage") registered against the lands legally described as:

PLAN 2223KS

BLOCK 1

LOT 4A

Excepting thereout all mines and minerals

Michael Dave Management Ltd. borrowed from Jovica Property Management Ltd. as to \$1,333,200.00, and Solar Star Holdings Inc. at to \$888,800.00 the total sum of \$2,222,000.00 in accordance with the terms of the said Mortgage;

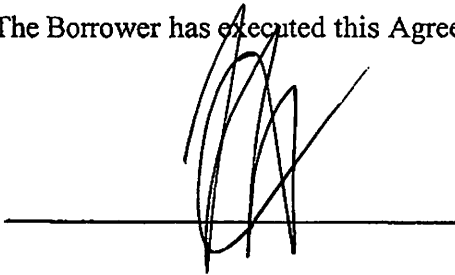
AND WHEREAS the parties hereto have mutually agreed to amend certain terms of the Mortgage as follows:

The existing registered Mortgage is hereby deleted in its entirety and replaced with Schedule "A" attached hereto.

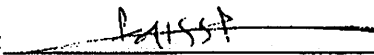
IT IS DECLARED AND AGREED that all covenants, clauses, agreements, provisos, conditions, powers, matters and things whatsoever contained in the said Mortgage shall continue in full force and apply except as to the amendments as hereinbefore stated.

THIS AGREEMENT shall enure to the benefit of and be binding upon their respective heirs, executors, administrators, successors and assigns of each and every party hereto and wherever the singular and masculine genders are used in this Agreement, the same shall be construed as being the plural and feminine or neuter genders where the fact or context so requires and if there be more than one Mortgagor, all covenants shall be deemed to be joint and several.


The Borrower has executed this Agreement as of the day and year first before written.



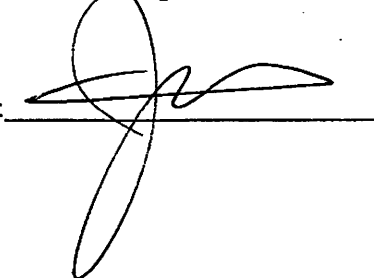
Michael Dave Management Ltd.

PER:  c/s

Jovica Property Management Ltd.

PER:  c/s

Solar Star Holdings Inc.

PER:  c/s

AFFIDAVIT OF EXECUTION

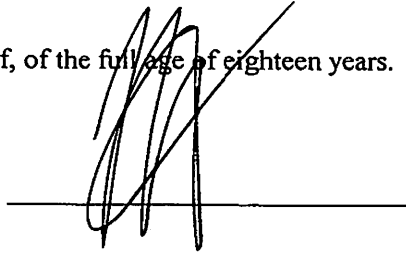
CANADA
PROVINCE OF ALBERTA
TO WIT:

) I, Paul D. Rattan, of Red Deer,
) in the Province of Alberta,
) MAKE OATH AND SAY:

1. That I was personally present and did see Faissal Mouhamad named in the within instrument who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.
2. That the same as executed at the City of Red Deer, in the Province of Alberta, and that I am the subscribing witness thereto.
3. That I know the said party and he is, in my belief, of the full age of eighteen years.

SWORN before me at Red Deer
in the Province of Alberta
this 25 day of April, 2019

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A Commissioner for Oaths in and for Alberta

Tracey Andersen
A Commissioner for Oaths
in and for Alberta

My Commission Expires Sept 23, 2019

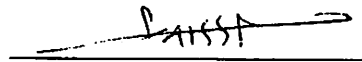
**AFFIDAVIT VERIFYING
CORPORATE SIGNING AUTHORITY**

I, Faissal Mouhamad, of Red Deer, Alberta, MAKE OATH AND SAY THAT:

1. I am an officer or a director of Michael Dave Management Ltd. in the within or annexed instrument.
2. I am authorized by the corporation to execute the instrument without affixing a corporate seal.

SWORN before me at Red Deer
in the Province of Alberta
this 25 day of April, 2019

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A Commissioner for Oaths in and for Alberta

Paul Rattan
Barrister and Solicitor

SCHEDULE "A"

**MORTGAGE
PURSUANT TO "THE LAND TITLES ACT"**

Michael Dave Management Ltd. of Red Deer, Alberta, (herein called the "Mortgagor") being registered as owner of an estate in fee simple in possession, subject, however, to such encumbrances, liens and interests as are notified by memorandum and underwritten or endorsed hereon, in all and singular that certain piece or parcel of land situate in the Province of Alberta, Canada, and legally described as

Plan 2223KS
Block 1
Lot 4A
Excepting Thereout All Mines and Minerals
Area: 0.291 Hectares (0.72 Acres) More or Less

together with the benefits and advantages of all easements, franchises and privileges now or hereafter appurtenant or appertaining thereto (hereinafter sometimes called the "said lands" or the "mortgaged premises") in consideration of the sum of Two Million Two Hundred and Twenty Two Thousand (\$2,222,000.00) Dollars (hereinafter referred to as the "principal sum") lent to the Mortgagor by Jovica Property Management Ltd. as to \$1,333,200.00, and Solar Star Holdings Inc. at to \$888,800.00 (hereinafter called the "Mortgagee"), the receipt of which sum the Mortgagor hereby acknowledges, COVENANTS AND AGREES with the Mortgagee that:

REPAYMENT

1. The Mortgagor will pay to the Mortgagee the principal sum in lawful money of Canada, at the Mortgagee's Office at c/o 500, 707 - 7 Avenue S.W., Calgary, Alberta T2P 3H6, or at such other place as may be designated by the Mortgagee, with interest at the rate of Ten percent (10.00%) per annum, Compounded Monthly, not in advance, as well after as before default and maturity until the principal sum and interest and all other money payable under this mortgage shall be fully paid as follows:

(a) interest at the aforesaid rate on the amounts of the principal sum from time to time advanced, computed from the respective dates of such advances up to and including the 29th day of March, 2019, (hereinafter called the "interest adjustment date") shall become due and be paid on the date last mentioned, provided the Mortgagee may require the aforesaid interest on the principal advances made from time to time, computed from the date of each such advances, to become due and payable in monthly instalments on the 29th day of the month next following the first advance, and on the 29th day of each and every month thereafter and the balance, if any, of the aforesaid interest on advances shall become due and be paid on the interest adjustment date, and at the option of the Mortgagee interest so due and payable may be deducted from such advances; and

(b) thereafter the principal sum together with interest thereon at the aforesaid rate, computed from the date last mentioned shall become due and be paid by equal consecutive monthly instalments of Eighteen Thousand Five Hundred and Sixteen Dollars and Sixty Seven Cents (\$18,516.67) each, the first of such instalments to become due and be paid on the 29th day of April, 2019, and a like amount on the 29th day of each and every consecutive succeeding month thereafter up to and including the 29th day of March, 2020, and the full balance of the principal sum and interest thereon as aforesaid shall become due and be paid on the date last mentioned; each of the said monthly instalments to be applied firstly in payment of interest, secondly in payment of all other charges due under this mortgage, and thirdly in reduction of the principal sum.

PRIOR ENCUMBRANCES

2. (a) The Mortgagor further covenants that should this Mortgage be registered subsequent to another encumbrance the, "Prior Encumbrance", the Mortgagor shall not allow any default to occur pursuant to the terms of the Prior Encumbrance and further covenants and agrees that should the Mortgagor allow a default to occur pursuant to the terms of the Prior Encumbrance, same shall be considered to be a default pursuant to the terms of this Mortgage and will allow the Mortgagee herein to exercise all of its rights and remedies herein contained.

(b) If the Mortgagor makes default in the performance of the covenants or conditions contained in any prior Mortgage, charge or encumbrances secured upon the said lands, then the entire unpaid balance hereby secured together with interest, shall at the option of the Mortgagee, become forthwith due and payable without notice or demand. The Mortgagee shall be at liberty in case of such default to pay any arrears or other sums payable under the said Mortgage, agreement for sale, or encumbrances, or pay off all or any portion of the principal, interest and any other charges thereby secured. Any amounts so paid by the Mortgagee shall:

- (i) be added to the amount hereby secured;
- (ii) bear interest at the stipulated rate herein or as amended from time to time until repaid;

- (iii) be a charge upon the said land, and
- (iv) unless repaid to the Mortgagee upon demand shall be recoverable from the Mortgagor in the same manner as if such sum had been originally secured hereby.

(c) The Mortgagor specifically acknowledges and agrees that it has executed an Irrevocable and Unconditional Direction Not to Re-Advance to Borrower and Direction to Partially Discharge the Mortgage ("Direction") registered on title to the said lands. In the event the Prior Mortgagee advances further funds to the Mortgagor in contravention of the Direction, or fails to provide a partial discharge of their Mortgage for those further funds, such advancement of funds or failure to provide a partial discharge, shall constitute a default under the terms and conditions of this Mortgage. This Mortgagee shall be entitled to recover personally from the Mortgagor any such further advance of funds and any solicitor client costs of the enforcement, on a full indemnity basis, as that advance will make recover against the said Land insufficient to payout this Mortgagee in full.

PRIORITY

3. (a) This mortgage may be renewed or extended, from time to time, at the sole option of the Mortgagee by an agreement in writing between the parties for the term offered by the Mortgagee with or without an increased rate of interest, notwithstanding that there may be subsequent encumbrances. The "date of the mortgage" shall be deemed to be the date of the renewal agreement. Such renewal agreement need not be registered against title to the said lands in order to retain the priority for this mortgage, so renewed and altered, over any instrument registered subsequently to the registration of this mortgage prior to its renewal, and such renewal agreement shall be binding against the Mortgagor, its successors and assigns, and all subsequent mortgagors and encumbrancers and other parties.

(b) The Mortgagor shall, forthwith on request therefor by the Mortgagee, provide to the Mortgagee, at the Mortgagor's expense, all such postponements and other assurances as the Mortgagee may require to ensure the foregoing binding effect and priority. All renewals (if any) shall be done at the Mortgagor's expense (including without limitation payment of the Mortgagee's legal expenses on a solicitor-and-his-own-client basis, full indemnity basis).

(c) No such renewal, even if made by a successor in title to the Mortgagor named herein and whether or not the Mortgagor shall consent thereto, shall in any way release or render unenforceable the covenants or obligations of the Mortgagor named herein, which shall continue notwithstanding such renewal or extension and shall apply to this mortgage as renewed or extended. Nothing contained herein shall be taken to confer any right of renewal upon the Mortgagor.

ARREARS OF INTEREST

4. All interest in arrears shall become principal and bear interest at the rate aforesaid, payable at the times, in the manner and at the place herein mentioned for the payment of interest, from the time the same becomes due and payable. In case the sums hereby secured or any part thereof be not paid at the time or times above set forth for payment thereof the Mortgagor will, so long as such sums or any part thereof remain unpaid or owing on the security hereof, or during the continuance of this security, pay interest from day to day as above provided on the said sums or so much thereof as shall for the time being remain due, owing or unpaid during the continuance of this security, and the taking of a judgment or judgments under any of the covenants herein contained shall not operate as a merger of the said covenants or affect the Mortgagee's right to interest, at the above rate, on any moneys due or owing to the Mortgagee during the continuance of this security, under any of the covenants herein contained or on any judgment to be recovered thereon. Provided that in the event of any default being made in the payment of any instalment of interest secured under this mortgage the same shall thereupon become part of the principal sum hereby secured and shall bear interest from the time when the same became due at the rate aforesaid, and on each day when any instalment of interest falls due hereunder in each and every year until the whole of the said principal sum and interest secured hereby is fully paid and satisfied; all sums of money, whether interest or otherwise, then due and remaining unpaid shall become principal and bear interest at the rate aforesaid.

CHARGE

5. And for the better securing to the Mortgagee the repayment in the manner aforesaid of the said principal sum and interest and other charges and all the moneys hereby secured, the Mortgagor hereby mortgages to the Mortgagee all the Mortgagor's estate and interest in the lands herein described.

SHORT COVENANTS

6. The Mortgagor covenants with the Mortgagee that the Mortgagor:
- (a) has a good title to the said lands;
 - (b) has the right to mortgage the said lands;
 - (c) has done no act to encumber the said lands;
 - (d) will execute such further assurances of the said lands as may be requisite;
 - (e) and that, on default, the Mortgagee shall have quiet possession of the said lands free from all encumbrances.

MORTGAGEE NOT BOUND TO ADVANCE

7. Neither execution nor registration nor acceptance of this mortgage, nor the advance of part of the moneys secured hereby, shall bind the Mortgagee to advance the said principal sum or any unadvanced portion thereof, but nevertheless this mortgage shall take effect forthwith on the execution of these presents, and if the principal sum or any part thereof shall not be advanced at the date hereof, the Mortgagee may advance the same in one or more sums to or on behalf of the Mortgagor at any future date or dates, and the amount of such advances when so made shall be secured hereby and repayable with interest as herein provided.

TAXES, LIENS, ENCUMBRANCES, ETC.

8. (a) The Mortgagor will pay, as and when the same shall fall due, all taxes, rates, liens, charges, encumbrances or claims which are or may be or become charges or claims against the said lands or on this mortgage or on the Mortgagee in respect of this mortgage and, on demand therefor by the Mortgagee, will produce and leave with the Mortgagee receipts for the same.

(b) The Mortgagee may pay, as and when the same shall fall due, all taxes, rates, liens, charges, encumbrances or claims which are or may be or become charges or claims against the mortgaged premises or on this mortgage or on the Mortgagee in respect of this mortgage and any amount so paid by the Mortgagee shall become part of the principal sum hereby secured and be a charge on the said lands in favour of the Mortgagee and shall be payable forthwith by the Mortgagor to the Mortgagee, with interest at the rate aforesaid until paid, and in default proceedings for sale and foreclosure may be taken in addition to all other remedies.

(c) If the said lands or any part thereof are sold or forfeited for non-payment of taxes while any sum remains unpaid hereunder, the Mortgagee may acquire title and rights of the purchaser at any sale, or the rights of any other person or corporation becoming entitled on or under any such forfeiture, or the Mortgagee may pay, either in its own name or in the name of the Mortgagor and on the Mortgagor's behalf, any and all sums necessary to be paid to redeem such lands so sold or forfeited, and to revest such lands in the Mortgagor, and the Mortgagor hereby nominates and appoints the Mortgagee as agent to pay such moneys on the Mortgagor's behalf and in the Mortgagor's name, and any moneys so expended by the Mortgagee shall be repaid by the Mortgagor to the Mortgagee forthwith, or in the alternative the Mortgagee shall have the right to bid on and/or purchase the said lands at any tax sale of the same and shall thereupon become the absolute owner thereof.

(d) The Mortgagor further covenants with the Mortgagee that the Mortgagee may deduct from any advance of moneys secured by this mortgage an amount sufficient to pay any and all taxes, rates, liens, charges, encumbrances or claims against the said lands which have become or will become due and payable and are unpaid at the date of such advances, together with such interest as may be due in respect of such advances.

(e) The Mortgagor shall on demand therefor by the Mortgagee pay to the Mortgagee on each monthly payment date of principal and interest and in addition thereto, until the indebtedness hereby secured is fully paid, an instalment on account of taxes, rates, assessments, levies and charges which are now or may hereafter be imposed upon or charged or chargeable against the said lands by any competent authority. The amount of the monthly instalments shall be equal to the amount of such annual taxes next due, as estimated by the Mortgagee, less all instalments already paid therefor, divided by the number of monthly instalments therefor becoming due not later than one (1) month prior to the due date of any such taxes and shall be subject to increase or decrease to the extent required to create as of the monthly payment date on the mortgage immediately preceding the due date of any such taxes, an amount sufficient for the payment thereof in full on such due date. The due date herein referred to is that date from and after which penalties accrue and become an additional charge if payment is not made on or before such date. Nothing herein contained shall obligate the Mortgagee to apply such moneys on account of taxes more often than once each calendar year.

(f) The Mortgagor covenants to transmit to the Mortgagee all assessment notices, tax notices, and other documents affecting the imposition and payment of taxes against the said lands as soon as the same have been received by the Mortgagor and to obtain and deliver the same to the Mortgagee at least thirty (30) days prior to the due date for the payment thereof.

(g) Any amount paid to the Mortgagee as in this paragraph required, may be held by it with its own funds pending payment or application thereof as herein provided and nothing herein contained shall obligate the Mortgagee to apply such moneys on account of taxes more often than yearly. The Mortgagee shall pay the taxes to the amount of the then unused credit thereof on or before their due date and may, at its option, pay any of such taxes when payable either before or after the said due date, without notice, or make advances therefor in excess of the then amount of credit for such taxes. The excess amount advanced shall be immediately due and payable to the Mortgagee and shall be secured as additional principal sum under this mortgage and bear the same rate of interest from the date of advancement as the principal indebtedness. An official receipt therefor shall be conclusive evidence of such payment and of the validity of such taxes.

(f) The Mortgagee may apply credits for the above taxes, or any part thereof, on account of any delinquent instalments of principal or interest or any other payments maturing or due under this mortgage and the amount of credit existing at any time shall be reduced by the amount thereof paid or applied as herein provided. The amount of the existing credit hereunder at the time of any transfer of the said lands shall without assignment thereof inure to the benefit of the successor owner of the said lands and shall be applied under and subject to all the provisions hereof. Upon the payment in full of the moneys secured hereby, the amount of any unused credit shall be paid to the party lawfully entitled thereto.

(g) If payments are not made as in this paragraph provided, and such default continues for a period of ten (10) days, then the Mortgagee may, at its option, declare the whole of the principal sum and interest hereby secured and not previously paid immediately due and payable and proceed as in the case of any other default in payment thereof.

then the Mortgagee shall have the right, by its agents or otherwise, to take and receive the rents thereof, and, for such purposes, the Mortgagor hereby appoints the Mortgagee attorney for the Mortgagor and in the Mortgagor's name, to execute such agreements, transfers or conveyances as may be required for the purposes aforesaid, the Mortgagor hereby confirming and ratifying all things which the Mortgagee may do in connection therewith; and the Mortgagor agrees to execute such further assurances as may be required to give effect to the true intent and purpose of this provision; but nothing in this provision shall make the Mortgagee chargeable or accountable as a mortgagee in possession. The Mortgagor hereby assigns to the Mortgagee all of their permits, deposits, rights, contracts and specifications relating to the Lands and as are necessary to carry out the Mortgagors business on the Lands. The Mortgagor hereby covenants and agrees to complete any ongoing or planned future development of the Lands in a timely manner and any failure to do so shall be considered a breach of the terms and conditions of this mortgage.

PREPAYMENT CLAUSE

12. The Mortgagor, acknowledges that this mortgage is closed and may not be prepaid in any way, shape or form, for a period of six months calculated from the interest adjustment date (closed period). However, once the closed period has expired, the Mortgagor, when not in default under this mortgage, may prepay all sums due and owing under same, at any time, without penalty or bonus. This privilege shall not apply to any renewal of this mortgage unless the Mortgagee agrees in writing. No partial prepayment will be accepted by the Mortgagee.

EXPENSES OF OBTAINING AND MAINTAINING SECURITY

13. All solicitor's, inspector's, valuator's and surveyor's fees and expenses for drawing and registering this mortgage and for examining the mortgaged premises and the title thereto and for making or maintaining this mortgage as an appropriate charge on the mortgaged premises, and in exercising or enforcing or attempting to enforce or in pursuance of any right, power, remedy or purpose hereunder or subsisting, and legal costs as between solicitor and client, on a full indemnity basis, and also allowance for the time, work and expenses of the Mortgagee or of any agent, solicitor or servant of the Mortgagee for any purpose herein provided for as from time to time are permitted by the laws of the Province of Alberta together with all sums which the Mortgagee may and does from time to time advance, expend or incur hereunder as principal, insurance premiums, taxes, rates, or in or toward payment of prior liens, charges, encumbrances or claims charged or to be charged against the said lands, or in maintaining, repairing, restoring or completing the mortgaged premises, and in inspecting, leasing, managing or improving the mortgaged premises, including the price or value of any goods of any sort or description supplied to be used on the mortgaged premises, and whether such sums are advanced or incurred with the knowledge, consent, concurrence or acquiescence of the Mortgagor or otherwise are to be secured hereby and shall be a charge on the said lands, together with interest thereon at the said rate; and all such moneys shall be repayable to the Mortgagee on demand, or if not demanded, then with the next ensuing instalment of interest, except as herein otherwise provided.

MAINTENANCE OF CHARGE

14. The Mortgagor will fully and effectually maintain and keep the security hereby created as a valid and effective security during the currency hereof and will not permit or suffer the registration of any debt, lien or privilege whatsoever, whether of workmen, builders, contractors, engineers, architects or suppliers of material, upon or in respect of the mortgaged premises, which could rank prior to the charge of this mortgage; provided that the registration of any such lien or privilege shall not be deemed to be a breach of this covenant if the Mortgagor shall desire in good faith to contest the same and shall, if the Mortgagee so requires, give security to the satisfaction of the Mortgagee for the due payment of the amount claimed in respect thereof, together with possible costs, in case it shall be a valid lien or privilege.

ACCELERATION

15. If any default shall be made in any payment of principal or interest of any of the moneys hereby secured or any part thereof, or in the observance or performance of any of the covenants, agreements, provisos and stipulations herein contained, then, and in such case, the whole principal moneys hereby secured shall, at the option of the Mortgagee, become due and payable in like manner to all intents and purposes as if the time herein mentioned for payment of such principal money had fully come and expired.

REMEDIES ON DEFAULT

16. In the event of default being made in any of the covenants, agreements, provisos or stipulations expressed or implied herein:

(h) the Mortgagee may, at the expense of the Mortgagor, and when and to such extent as the Mortgagee deems advisable, observe and perform or cause to be observed and performed such covenant, agreement, proviso or stipulation;

(i) the Mortgagee may send or employ an inspector or agent to inspect and report upon the value, state and condition of the said lands and a solicitor to examine and report upon the title to the same;

(j) the Mortgagee or agent of the Mortgagee may enter into possession of the said lands and whether in or out of possession collect the rents and profits thereof, and make any demise or lease of the mortgaged premises, or any part thereof, for such terms and periods and at such rents as the Mortgagee shall think proper; and the power of sale hereunder may be exercised either before or after and subject to any such demise or lease;

(k) it shall and may be lawful for and the Mortgagor hereby grants full power, right and licence to the Mortgagee to enter, seize and distraint upon the mortgaged premises, or any part thereof, and by distress warrant to recover as much of the moneys secured hereby as shall from time to time be or remain in arrears and unpaid, together with all costs, charges and expenses attending such levy or distress;

(l) the Mortgagee may sell and dispose of the said lands with or without entering into possession of the same and with or without notice to the Mortgagor or any party interested in the said lands; and all remedies competent may be resorted to; and all the rights, powers and privileges granted to or conferred upon the Mortgagee under and by virtue of any statute or by this mortgage may be exercised; and no want of notice or publication or any other defects, impropriety or irregularity shall invalidate any sale made or purporting to be made of the said lands hereunder; and the Mortgagee may sell, transfer and convey any part of the mortgaged premises on such terms of credit or part cash and part credit, secured by contract or agreement for sale or mortgage, or otherwise, as shall appear to the Mortgagee most advantageous and for such prices as can reasonably be obtained therefor; and in the even of a sale on credit or for part cash and part credit, whether by way of contract for sale or by conveyance or transfer and mortgage, the Mortgagee is not to be accountable for or charged with any moneys until the same shall be actually received in cash; and sales may be made from time to time of parts of the said lands to satisfy interest or parts of the principal overdue, leaving the principal or parts thereof to run with interest payable as aforesaid; and the Mortgagee may make stipulations as to title or evidences or commencement of title or otherwise as the Mortgagee shall deem proper, and may buy in or rescind or vary any contract for sale; and on any sale or resale, the Mortgagee shall not be answerable for loss occasioned thereby; and for any of such purposes the Mortgagee may make and execute all agreements and assurances that the Mortgagee shall deem advisable or necessary; and

(m) 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 of the said lands and premises and the rents and profits thereof without the necessity of first exercising its right to enter into possession.

EXPROPRIATION

17. If the said lands shall be expropriated by any government, authority, body or corporation clothed with the powers of expropriation, the amount of the principal sum hereby secured remaining unpaid shall forthwith become due and payable together with interest thereon at the said rate to the date of payment and together with a bonus equal to the sum of three (3) months' interest at the said rate calculated on the amount of the said principal sum so remaining unpaid.

MISCELLANEOUS COVENANTS

18. The Mortgagor further covenants and agrees with the Mortgagee that:

(a) it is agreed that this mortgage, the taking, foreclosure or cancellation thereof or any other dealing with or proceeding under the same shall not operate by way of merger of any indebtedness of the Mortgagor to the Mortgagee or any contract or instrument by which the same now or at any time hereafter be represented or evidenced, nor shall it operate to suspend payment of any such indebtedness or affect or prejudice in any way the rights, remedies and powers of the Mortgagee in respect thereof or any securities held by the Mortgagee for the payment thereof; and that no judgment recovered by the Mortgagee and no other dealing with any other security for the moneys advanced hereunder or secured hereby shall operate by way of merger of this mortgage or in any way affect the security hereby created or the Mortgagee's right to interest as aforesaid;

(b) the Mortgagee may at all times release any part or parts of the said lands or any other security or any surety for payment of all or any part of the moneys hereby secured or may release the Mortgagor or any other person from any covenant or other liability to pay the said moneys or any part thereof, either with or without any consideration therefor, and without being accountable for the value thereof or for any moneys except those actually received by the Mortgagee, and without thereby releasing any other part of the said lands, or any other securities or covenants herein contained, it being especially agreed that notwithstanding any such release the lands, securities and covenants remaining unreleased shall stand charged with the whole of the moneys hereby secured;

(c) no extension of time given by the Mortgagee to the Mortgagor, or anyone claiming under the Mortgagor, shall in any way affect or prejudice the rights of the Mortgagee against the Mortgagor or any other person liable for payment of the moneys hereby secured;

(d) the waiver of one or more defaults under this mortgage shall not be construed as a waiver of any subsequent or other default;

(e) in the event of the mortgage moneys advanced hereunder, or any part thereof, being applied to the payment of any charge or encumbrance, the Mortgagee shall be subrogated to all the rights of and stand in the position to and be entitled to all the equities of the party so paid off whether such charge or encumbrance has or has not been discharged; and the decision of the Mortgagee as to the validity or amount of any advance or disbursement made under this mortgage or of any claim so paid off, shall be final and binding on the Mortgagor;

(f) the Mortgagee shall not be charged with any moneys receivable or collectable out of the mortgaged premises or otherwise, except those actually received; and all revenue of the said premises received or collected by the Mortgagee from any source other than payment by the Mortgagor may, at the option of the Mortgagee, be used in maintaining or insuring or improving the mortgaged premises, or in payment of taxes or other charges against the mortgaged premises, or applied on the mortgage account;

(g) in any action, suit, or proceeding for enforcing this mortgage, or to recover payment of the moneys hereby secured, or for the sale, foreclosure, or obtaining possession of the said lands, or any part thereof, service of any Notice, Writ of Summons, Originating

Summons, Statement of Claim, Order of Court or a Judge, or of any legal or other proceeding by the Mortgagee, or by any statute, ordinance, rule, order or practice required to be given or served, may be effected by posting up a copy of such Notice, Writ of Summons, Originating Summons, Statement of Claim, Order or legal proceeding on the said lands (if unoccupied), or by leaving any such copy with a grown person on the said lands (if occupied) or, at the option of the Mortgagee, by publishing the same in some newspaper published in the Province of Alberta; and such notice shall be sufficient though not otherwise addressed than "To Whom It May Concern"; and the Mortgagor hereby agrees to such notice being given or such service being made as aforesaid, and that the same shall be in lieu of and shall have the same effect and be taken as personal notice or service; any statute, ordinance, order, rule, or practice to the contrary notwithstanding;

(h) if the Mortgagor be a corporation, it hereby waives the provisions of Subsections (1) to (3) inclusive of Section 42 and Subsections (1) to (4) inclusive of Section 41 of the Law of Property Act, Revised Statutes of Alberta 1980, Chapter L-8 and all the amendments thereto and all the amendments made subsequent hereto, and all substitutions thereof;

(i) wherever the singular number or the masculine gender is used in this instrument the same shall be construed as including the plural and feminine and neuter respectively where the fact or context so requires; and in any case where this mortgage is executed by more than one party all covenants and agreements herein contained shall be construed and taken as against such executing parties as joint and several; and the heirs, executors, administrators, successors and assigns of any party executing this mortgage are jointly and severally bound by the covenants, agreements, stipulations and provisoes herein contained; and the covenants, agreements, stipulations and provisoes herein stated shall be in addition to those granted or implied by statute; and

(j) the descriptive headings of the several paragraphs of this mortgage are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

BUILDING MORTGAGE

19. If this mortgage is a building mortgage, the Mortgagor covenants and agrees with the Mortgagee to construct a building or buildings and other improvements on the said lands in accordance with the plans and specifications which have been or are hereafter approved by the Mortgagee and to carry on diligently to completion the said building, buildings and other improvements and that the building or buildings being erected or to be erected on the said lands shall form part of the security for the full amount of the moneys secured by this mortgage, and that advances on this mortgage are to be made from time to time in the future in accordance with the progress of such building or buildings or upon their completion, occupation or sale, subject to the provisions of paragraph 7 hereof.

DISCHARGE

20. The Mortgagee shall have a reasonable time after payment of the mortgage moneys in full within which to prepare and execute a discharge of this mortgage; and interest as aforesaid shall continue to run and accrue until actual payment in full has been received by the Mortgagee; and to the extent permitted by law, all legal and other expenses for the preparation and execution of such discharge shall be borne by the Mortgagor; PROVIDED THAT the Mortgagor shall not be entitled to a discharge of this mortgage unless and until all covenants, provisoes, agreements and stipulations herein contained, on the part of the Mortgagor to be observed or performed, have been duly complied with, whether the Mortgagee has taken legal proceedings thereon and recovered judgment or otherwise.

DUE ON SALE AND RELEASE

21. If the Mortgagor sells, conveys or transfers the said lands or agrees to do so, to anyone without obtaining prior written approval from the Mortgagee, the loan amount shall at the Mortgagees option, immediately become payable in full. Any payment accepted by the Mortgagee from any person or persons whom the Mortgagee has not first approved in writing shall not mean that the Mortgagee has granted prior written approval nor that the Mortgagee has relinquished its right to require the Mortgagor to pay the loan amount in full.

You shall provide us with sufficient written information to enable us to determine whether we should give our written approval and we shall upon receipt of sufficient information, make our determination in a timely manner. Prior written approval by us shall not be unreasonably withheld.

If prior written approval is granted by us to you to sell, convey or transfer your property or any part of it, upon; (a) registration of a valid Deed/Transfer of Land to the approved person or persons; and, (b) if required by us, receipt by us of one or more Guarantee Agreements, we release and forever discharge; (a) you from your obligations under the mortgage and the obligation to pay the loan amount; and (b) if applicable, any guarantors from their guarantee that you would make all payments required by the mortgage and that you would comply with all other obligations contained in the mortgage.

22. The Mortgagor hereby acknowledges having received a Duplicate copy of this Mortgage prior to receiving any of the proceeds of same.

23. In the event any payment is missed and/or dishonoured for any reason whatsoever under this Mortgage, the Mortgagee shall be entitled to charge the Mortgagor a \$250.00 administration fee per payment missed or dishonoured per individual Mortgagee. Upon collection of any defaulted payment(s) and the administration fee(s), the Mortgagee shall be entitled to insist that the collected amount be provided, together with collection costs, by certified cheque, money order, bank draft, cash or solicitor's trust cheque, at the sole option of the Mortgagee.

24. The Mortgagor acknowledges that in the event any obligation of the mortgagor for payment to the mortgagee pursuant to the terms of this mortgage has been deferred (deferred period) interest shall run on those sums so deferred at the rate stated in this mortgage or any renewal thereof during said deferral period.

26. The Mortgagor and the Mortgagee covenant and agree that should the Mortgagee allege default on the part of the Mortgagor, the Mortgagee shall be entitled, at its sole option and discretion, to commence foreclosure proceedings in any Judicial District the Mortgagee chooses, notwithstanding that the lands and premises which are the subject of the foreclosure proceedings are not situate therein. As such, this clause shall be considered to be an "agreement in writing" as contemplated by the Alberta Rules of Court.

27. The Mortgagor hereby specifically acknowledges and agrees that the Mortgagee shall be entitled to make any and all reasonable inquiries and obtain any and all reasonable information with respect to the mortgage premises, such inquiries to include, but not be limited to any other Mortgagees, municipal authority and insurance company.

28. The Mortgagor hereby consents to the Mortgagee, being a credit granting corporation, to conduct a name search of the Mortgagor in accordance with Section 17.3 of the *Land Titles Act* (Alberta). In addition, the Mortgagor hereby appoints the Mortgagee as its agent and attorney for purposes of obtaining any and all information regarding the said lands, including, without limitation, information from the "Information System" established under the *Safety Codes Act* (Alberta).

29. The Mortgagor hereby specifically acknowledges and agrees that, in the event the Mortgagee is requested or required to file a Proof of Claim in Bankruptcy of the Mortgagor, the Mortgagee shall be entitled to charge the Mortgagor a \$250.00 administration fee per Proof of Claim filed. Upon collection of any defaulted payment(s) and the administration fee(s), the Mortgagee shall be entitled to insist that the collected amount be provided, together with collection costs, by certified cheque, money order, bank draft, cash or solicitor's trust cheque, at the sole option of the Mortgagee.

30. The Mortgagor authorizes the Mortgagee to collect personal information (including credit, employment and other financially-related information) about the Mortgagor, from the Mortgagor or from credit bureaus, credit reporting agencies, financial institutions, government departments, insurance institutions, neighborhood and condominium associations, references the Mortgagor has provided to the Mortgagee and from persons who may have referred the Mortgagor's mortgage business to us.

The Mortgagor consents that the personal information collected from the Mortgagor and others may be used for the following purposes: (i) to determine the Mortgagor's financial situation; (ii) to determine the Mortgagor's initial and ongoing eligibility for mortgage services; (iii) to administer or service the Mortgagor's mortgage; (iv) to arrange for and in connection with the financing of the Mortgagee's mortgage business; and (v) as otherwise necessary for the provision of mortgage services and protection of the Mortgagee's security interest herein.

The Mortgagor consents that the personal information collected from the Mortgagor and others may be disclosed to the following people for the following purposes: (i) to credit bureaus, credit reporting agencies, mortgage insurers and financial institutions to confirm the Mortgagor's financial situation and the Mortgagor's initial and ongoing eligibility for mortgage services; (ii) to persons retained to administer or service the Mortgagor's mortgage for the purpose of such administration or servicing; (iii) to persons (or their permitted assignees) involved in the financing or securitizing, or facilitation of the financing and securitizing, of the Mortgagee's mortgage business for the purpose of their providing or facilitating such financing or securitizing (which may include the administration or servicing of the Mortgagor's mortgage by them or their agents); and (iv) to other persons as necessary for the provision of mortgage services to the Mortgagor and protection of the Mortgagee's security interest herein.

31. The Mortgagor specifically acknowledges and agrees that he/she/they have specifically contracted to extend the statutory limitation periods as prescribed by law in the Province of Alberta including but not limited to those prescribed under the *Limitations Act*, R.S.A. 200, c. L-12, as amended or replaced from time to time to a period of 25 years..

32. The Mortgagor further covenants and agrees that in the event the property forming the subject matter of this mortgage is a Condominium as defined by the *Condominium Property Act*, Alberta, then and in that event, the following provisions apply:

- (a) any default by the Mortgagor in the payment of the Mortgagor's share of common area or other authorized charges levied by the Condominium Corporation, shall automatically constitute default under this mortgage.
- (b) should the Mortgagor fail in the Mortgagor's responsibility to pay all charges levied by the Condominium Corporation in respect of the Mortgagor's interest in the property, the Mortgagee may make all such payments on the Mortgagor's behalf, in which event the Mortgagor hereby acknowledges that the amount so paid shall be added to, and form part of, the principal sum secured hereby and shall forthwith be repaid to the Mortgagee, with interest at the rate provided in this mortgage.
- (c) the Mortgagee reserves the right at any time to exercise the Mortgagor's power to vote on all matters as an owner and member of the Condominium Corporation. Such right, if exercised by the Mortgagee, shall not render the Mortgagee in possession, nor shall the Mortgagee be held responsible for the protection of the Mortgagor's interests.

In the event the Mortgagor owns a parking stall registered under the Condominium Plan or leased from the Condominium Corporation, which parking stall has not been secured by the Mortgage or assigned to the Mortgagee, the Mortgagor specifically grants to the Mortgagee an equitable mortgage in the said parking stall, and the Mortgagor hereby mortgages and charges to the Mortgagee all of the Mortgagor's estate, right, title and interest in the said parking stall. Further, the Mortgagor specifically agrees to any rectification of the Mortgage to include said

parking stall and as such the said parking stall shall form part of the Mortgaged Premises herein. Further, the Mortgagor specifically agrees not to sell or lease the said parking stall without the specific written consent of the Mortgagee and any attempt to sell or lease the said parking stall shall be considered a default under the Mortgage.

32. The Mortgagor or any subsequent transferee, assignee, estate, etc. shall comply with any requests for and provide to the Mortgagee any reasonable information requested regarding the Mortgagor or the said lands.

33. The Mortgagor warrants and represents that to the best of their knowledge the lands and existing prior uses of the lands comply and have at all times complied with all laws, regulations, orders and approvals of all governmental authorities having jurisdiction with respect to environmental matters applicable to the ownership, use, maintenance, and operation thereof (collectively, the "Environmental Laws") and, without limiting the generality of the foregoing:

- (a) The property has never been used as a land fill site or to store hazardous substances either above or below ground, in storage tanks or otherwise;
- (b) All hazardous substances used in connection with the business conducted on the Property has at all times been received, handled, used, stored, treated, shipped and disposed of in strict compliance with all Environmental Laws;
- (c) No hazardous substances have been released into the environment or deposited, discharged, placed or disposed of at, on or near the property as a result of the conduct of the business on the Property, and;
- (d) No notices of any violation of any matters referred to above relating to the Property or its use have been received by the Borrower and there are no directions, writs, injunctions, orders or judgments outstanding, no law suits, claims, proceedings, or investigations being instituted or filed.

For the purposes of this Mortgage, a hazardous substance includes but is not limited to contaminants, pollutants, dangerous substances, gasoline, oil, liquid wastes, industrial wastes, whole liquid wastes, toxic substances, hazardous wastes, hazardous materials, and hazardous substances as defined in or pursuant to any applicable Environmental Laws. Further, the Mortgagor shall indemnify and save harmless the Mortgagee from any loss or liability whatsoever arising from any violation whatsoever of any law, regulation, ordinance, judgment, appraisal or decision in connection with hazardous risks or environmental risks, including any costs to enforce this covenant on a solicitor and his own client, full indemnity, basis.

IN WITNESS WHEREOF, I have hereunto signed my hand and the corporate seal of Michael Dave Management Ltd. this ___ day of March, A.D. 2019.

Michael Dave Management Ltd.

PER: _____ c/s
Faissal Mouhamad

THE LAND TITLES ACT

DATED

March , 2019

Jovica Property Management Ltd. as to \$1,333,200.00, and Solar Star Holdings Inc. at to \$888,800.00

- and -

Michael Dave Management Ltd.

MORTGAGE

**Hendrix Law
Barristers & Solicitors
#500, 707 - 7th Avenue S.W.
Calgary, AB
T2P 3H6**

Our File: 43451/cj



192139717 REGISTERED 2019 06 24
CAVE - CAVEAT
DOC 1 OF 1 DRR#: A0B4C54 ADR/LINDSTRO
LINC/S: 0012482868

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

192206977

ORDER NUMBER: 45394802

ADVISORY

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TRANSFER OF MORTGAGE OR ENCUMBRANCE

FORM 18

Land Titles Act, Section 110

Jovica Property Management Ltd., the Mortgagee(s), in consideration of the One (\$1.00) Dollar and other good and valuable consideration, this day paid to me by: 1245233 Alberta Inc. c/o 500, 707 - 7 Avenue S.W., Calgary, Alberta T2P 3H6 (TRANSFEEE), the receipt of which sum I do hereby acknowledge, hereby transfer to the above named Transferee, the mortgage registered as instrument number 192 083 432 together with all my rights, powers, title and interest therein.

In witness whereof, Jovica Property Management Ltd. has hereunto subscribed its corporate name and seal this 2 day of May, 2019.

Jovica Property Management Ltd..

Per: _____



c/s

Jovica Property Management Ltd..

TO

Michael Dave Management Ltd.

TRANSFER OF MORTGAGE

I certify that the within instrument is duly Entered and Registered in the Land Titles Office for the North Alberta Land Registration District of Edmonton, in the Province of Alberta.

.....Registrar

A.L.R.D

.....

HENDRIX LAW
Barristers & Solicitors
500, 707 - 7 Avenue S.W.
Calgary, Alberta
T2P 3H6

Our File No. DMH:43451



192206977

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TFIN - TRANSFER OF INSTRUMENT
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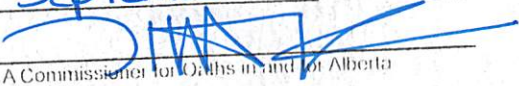
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**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

222066420

ORDER NUMBER: 45394852

THIS IS EXHIBIT "J" referred to
in the Affidavit of Fa:ssal Mahamad
sworn before me this 13
day of September, A.D. 2022

A Commissioner for Oaths in and for Alberta

Matthew R. Park
Barrister and Solicitor
A Commissioner for Oaths
in and for Alberta

ADVISORY

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MORTGAGE COLLATERAL TO GUARANTEE

WHEREAS:

- A. **MICHAEL DAVE MANAGEMENT LTD.**, of 7151 50 Avenue, Red Deer, Alberta T4N 4E4 (the "Mortgagor") has executed and delivered to **GHALIB HADI**, of 7151 – 50th Avenue, Red Deer, Alberta T4N 4E4 (the "Mortgagee") a guarantee dated the 9th day of September, 2021 (the "Guarantee") with respect to the indebtedness and liability to the Mortgagee of **52 WELLNESS CENTRE INC.**, which Guarantee is now in full force and effect.
- B. The Mortgagee has requested and the Mortgagor has agreed to grant, execute and deliver this Collateral Mortgage as security for the obligations of the Mortgagor pursuant to the Guarantee.

NOW THEREFORE the Mortgagor, being registered as owner of an estate in fee simple in possession, in all that piece of land legally described as:

**PLAN 2223KS
BLOCK 1
LOT 4A
EXCEPTING THEREOUT ALL MINES AND MINERALS**

(hereinafter called the "Land")

In consideration of the sum of Ten (\$10.00) Dollars paid by the Mortgagee to the Mortgagor and of these presents, the Mortgagor covenants and agrees with the Mortgagee as follows:

COLLATERAL SECURITY

1. That this Mortgage is given as collateral security for the due and punctual payment of all monies due by the Mortgagor to the Mortgagee under and by virtue of the Guarantee made by the Mortgagor in favour of the Mortgagee, a copy of which is annexed hereto and marked as Schedule "A" and made a part hereof, and any extensions or renewals of or substitutions for the Guarantee.
2. The Mortgagor agrees to execute and deliver this mortgage for the principal sum of **Eight Hundred Thousand (\$800,000.00) Dollars** as security for advances made from time to time by the Mortgagee to **52 WELLNESS CENTRE INC.**

NON-MERGER

3. That neither this Mortgage or the taking of a judgment on or the exercise of any remedies in respect of any of the covenants or agreements herein contained shall operate as a merger of the Guarantee, or any other present or future instrument or security which the Mortgagee may hold for payment of the indebtedness hereby secured, or of the said 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 Guarantee 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 Guarantee or other present or future instrument or security representing the indebtedness hereby secured; or be deemed a payment or satisfaction of the Guarantee or other present or future instrument or security for the said indebtedness, or the said indebtedness itself, nor shall the taking of a judgment or other proceedings under the Guarantee, or any other present or future instrument or security representing the indebtedness hereby secured, or the taking of any other instrument or security for the said indebtedness, operate as a merger of the covenants or rights herein contained; provided however, that payments of the principal sum or interest, or any portion hereof made on the Guarantee, or hereunder, or under another instrument or security representing the indebtedness hereby secured, shall reduce pro tanto the amount secured or understanding

hereunder and the amount outstanding of the Guarantee or other instrument or security held for the said indebtedness to the extent of such payments made.

TAXES

4. That the Mortgagor shall pay when and as the same fall due, all taxes, rates, liens, charges, encumbrances or claims which are or may be or become charges or claims against the Land or this Mortgage or on the Mortgagee in respect of this Mortgage.

FIXTURES AND WASTE

5. That:

- (a) All erections and improvements affixed to the Land including but without limiting the generality of the foregoing, all fences, heating, plumbing, air conditioning, ventilating, lighting and water heating equipment, window blinds, floor coverings, storm windows and storm doors, window screens and screen doors, and all apparatus and equipment appurtenant thereto are and shall, in addition to other fixtures thereon, be and become fixtures and form part of the Land and of the security except those that may be considered as part of the common property; and that the Mortgagor will not commit or permit any act of waste thereon.
- (b) The Mortgagor shall at all times during the continuance of this security, repair, maintain, restore, amend, keep, make good, finish, add to and put in order the fixtures; and in the event of any loss or damage thereto or destruction thereof the, Mortgagee may give notice to the Mortgagor to repair, rebuild, or reinstate the same and upon his failure so to do, such of the monies secured by this Mortgage shall, at the option of the Mortgagee, become immediately due and payable, without any demand by the Mortgagee upon the Mortgagor.

It is acknowledged that, notwithstanding anything else contained herein, this Mortgage is intended and shall provide for a mortgage and charge over land (including fixtures thereto) and is not intended to and shall not provide for a security interest in personal property.

COVENANTS AS TO TITLE

6. That the Mortgagor
 - (a) has a good title to the Land;
 - (b) has the right to mortgage the Land and that on default the Mortgagee shall have quiet possession of the Land free from' all encumbrances;
 - (c) shall execute such further assurance of the Land as may be requisite;
 - (d) has done no act to encumber the Land;
 - (e) doth release to the Mortgagee all his claims upon the Land subject to the said understandings and agreements.

DEFAULT

7. That in the event of default in the payment of any part of the monies secured by this Mortgage, or on breach of any covenant, understanding, agreement or stipulation expressed or implied herein, or should there be any event of default or breach of covenant under the Guarantee or any extensions or renewals thereof or substitutions therefor.
 - (a) The Mortgagee may at such time or times as the Mortgagee may deem necessary, and with or without the concurrence of any person, enter upon the Land and may make such

arrangements for completing the construction of, repairing or putting in order any buildings or other improvements forming part of the Land, or for inspecting, taking care of, leasing, collecting the rents of and managing generally the Land as the Mortgagee may deem expedient; and all reasonable costs, charges and expenses, including allowances for the time and service of any employee of the Mortgagee or other person appointed for the above purposes, shall be forthwith payable to the Mortgagee and shall be a charge upon the Land and shall bear interest at the mortgage rate until paid.

- (b) The Mortgagee may, at the Mortgagor's expense and when and to such extent as the Mortgagee deems advisable, observe and perform or cause to be observed and performed such covenant, agreement, understanding or stipulation.
- (c) The Mortgagee or agent of the Mortgagee may collect the rents and profits of the Land, and make any demise or lease of the Land, or any part thereof, for such terms and periods and at such rents as the Mortgagee shall think proper; and the power of sale hereunder may be exercised either before or after and subject to any such demise or lease.
- (d) It shall and may be lawful for, and the Mortgagor does hereby grant, full power, right and license to the Mortgagee to enter, seize and distrain upon the Land, or any part thereof, and distress warrant to recover by way of rent reserved, as in the case of demise of the Land, as much of the Mortgage monies as shall from time to time be or remain in arrears and unpaid, together with all costs, charges and expenses attending such levy or distress as in like cases of distress for rent.
- (e) The whole of the monies hereby secured shall, at the option of the Mortgagee, become due and payable.
- (f) The Mortgagee may forthwith take such proceedings to realize on its security created by this Mortgage by foreclosing the same or otherwise as it may by law be entitled to do.

OTHER COVENANTS

- 8. (a) The Mortgagee may at all times release any part or parts of the Land or any other security or any surety for payment of all or any part of the monies hereby secured or may release the Mortgagor or any other person from any covenant or other liability to pay the said monies or any part thereof, either with or without any consideration therefor, and without being accountable for the value thereof or for any monies except those actually received by the Mortgagee, and without thereby releasing any other part of the Land, or any other securities or covenants herein contained, it being especially agreed that notwithstanding any such release the Land, securities and covenants remaining unreleased shall stand charged with the whole of the monies hereby secured.
- (b) No extension of time given by the Mortgagee to the Mortgage, or anyone claiming under him, shall in any way affect or prejudice the rights of the Mortgagee against the Mortgagor or any other person liable for payment of the monies hereby secured.
- (c) This Mortgage may be renewed, extended or amended by agreement made in writing at, before, or after maturity and shall secure any and all renewals, or extensions of the whole or any part of the indebtedness hereby secured however evidenced, with interest at such lawful rate as may be agreed upon. Any such renewal or extension or any change in the terms or rate of interest shall not impair in any manner the validity of or priority of this Mortgage, nor release the Mortgagor from personal liability for the indebtedness hereby secured.
- (d) Any agreement to renew or to extend the time for payment or alter the terms of payment or to change the rate of interest to be charged or any other terms for payment of all or any monies secured by this Mortgage need not be registered but shall be effectual and binding on the Mortgagor and all other persons interested in Land or any Part thereof to

all intents and purposes and take priority as against such other persons when deposited in or held at the office of the Mortgagee.

- (e) If any portion of the principal sum 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 advances, when so made, shall be secured by this Mortgage and be repayable with interest as above provided. The Mortgagee shall not be bound for any reason whatsoever to advance the principal sum hereby intended to be secured and neither the execution of this Mortgage nor the advance in part of the principal sum shall bind the Mortgagee to advance the whole of the principal sum or any unadvanced portion thereof, but nevertheless the charge or mortgage by this Mortgage created shall take effect forthwith on the execution of this Mortgage.
- (f) All solicitor's, inspector's, valuator's and surveyor's fees and expenses for drawing and registering this Mortgage and for examining the Land, the title thereto, and for making or maintaining this Mortgage a charge on the Land together with all sums which the Mortgagee may and does from time to time advance, expend or incur hereunder as principal, insurance premiums, taxes or rates, or in or toward payment of prior liens, charges, encumbrances or claims charged or to be charged against the Land or on this Mortgage or on the Mortgagee in respect of this Mortgage, and in maintaining, repairing or restoring the Land or completing improvements thereon, and in inspecting, leasing, managing or improving the Land, including the price or value of any goods of any sort or description supplied to be used on the Land, and in exercising or enforcing or attempting to enforce or in pursuance of any right, power, remedy or purpose hereunder or substituting and legal costs, as between solicitor and client, and an allowance for the time, work and expense of the Mortgagee, or any agent, solicitor or employee of the Mortgagee, of any purpose herein provided for and whether such sums are advanced or incurred with the knowledge, consent, concurrence or acquiescence of the Mortgagor or otherwise, are to be secured hereby and shall be a charge on the Land, together with interest thereon at the said rate and all such monies shall be repayable to the Mortgagee on demand, or if not demanded then with the next ensuring installment, except as herein otherwise provided.
- (g) In the event of the principal sum advanced hereunder, or any part thereof, being applied for the payment of any charge or encumbrance, the Mortgagee shall be subrogated to all the rights of and stand in the position of and been entitled to all the equities of the party so paid off whether such charge or encumbrance has or has not been discharged; and the decision of the Mortgagee as to the validity or amount of any advance or disbursement made under this Mortgage or of any claim so paid off, shall be final and binding on the Mortgagor.
- (h) The Mortgagee shall not be accountable for any monies except those actually received by the Mortgagee; and all monies received or collected by the Mortgagee may, at the option of the Mortgagee be used for the purposes mentioned.
- (i) The Mortgagor shall not make or permit to be made any alternations or additions to the Land without the consent of the Mortgagee, which consent shall not be unreasonably withheld, and the Mortgagor shall not allow the Land to remain unoccupied or unused.
- (j) The Mortgagee or agent of the Mortgagee may at any time enter upon the Land to inspect the Land and buildings thereon.
- (k) All monies whether principal, interest or other monies payable to the Mortgagee under the terms of this Mortgage shall be payable in lawful money of Canada, to the Mortgagee, at the above-mentioned address or such other place as may be designated by the Mortgagee.
- (l) Any discretion, option, decision or opinion hereunder on the part of the Mortgagee shall be sufficiently exercised or formed if exercised or formed by or subsequently ratified by

the manager, acting manager or assistant manager of any branch office of the Mortgagee in the Province of Alberta or an executive officer of the Mortgagee or any officer or agent appointed by the Mortgagee for such purpose.

- (m) Each and all of the covenants, agreements, understandings and stipulations in this Mortgage contained or implied shall be binding upon the person and each of the persons named in the Mortgage as Mortgagor, each of their heir, executors, administrators, successors and assigns even if one or more of such persons named may not be entitled to an estate or interest in the Land, that all covenants in this Mortgage contained or implied are to be construed as both joint and several, and that when the contest so requires the singular number shall be read as if the plural were expressed, and the masculine or neuter gender as if the masculine, feminine or neuter were expressed and the first person as if the third person were expressed.
- (n) Any interest payable hereunder on becoming overdue shall forthwith be treated, as to payment of interest thereon, as principal, and shall bear interest at the rate provided in the Guarantee or any extensions or renewals thereof or substitutions therefor and, in addition, premiums of insurance or other sums of money paid by the Mortgagee for the protection of this security such as taxes, repairs or other encumbrances and all costs, charges and expenses connected there with shall bear interest at the rate aforesaid as well after as before maturity of this Mortgage, and all such interest shall be a charge on the Land.
- (o) If the Mortgagor is not in default hereunder then the Mortgagor shall have the privilege at any time to prepay the whole or any part of monies hereby secured then owing without notice or bonus.
- (p) If the Land or any part there of are sold then the principal monies and all other monies hereby secured shall become due and payable in a like manner and to all intents and purposes as if the time herein mentioned for payment of such monies had fully come and expired.
- (q) A waiver by the Mortgagee of any default or defaults of the Mortgagor hereunder shall be deemed to extend to the particular default or defaults only and shall not prejudice or affect the Mortgagee's right with respect to any subsequent or other default or defaults.
- (r) A default in the due performance by the Mortgagor of any of the Mortgagor's covenants contained in any other instrument or security which may now or at any time be held or taken by the Mortgagee in respect of the sum secured hereby shall in addition to its usual effect have the same effect and give rise to the same rights and remedies as a default under the terms of this Mortgage, and in the event of the Mortgagee becoming entitled to take legal proceedings of any nature whatsoever against the Mortgagor in respect of this Mortgage or in respect of any of the said other instruments or securities, the Mortgagee may either concurrently with such suit, successively or otherwise pursue any or all of the Mortgagee's other remedies and should the Mortgagee so pursue one or another of the said remedies, this shall not constitute an election by the Mortgagee to abandon any of the other remedies.
- (s) In the event that this Mortgage is granted and approved by the Mortgagee as a second or other subsequent charge upon the Land, the Mortgagor covenants and agrees that he will well and truly pay all monies accruing due under all prior mortgages and encumbrances charging the Land, as and when the same shall become due, and that he will well and truly observe and perform the covenants of the mortgagor or encumbrance in any prior mortgage or encumbrance contained and in the event he shall make default in payment of the said monies accruing due under any prior mortgage or encumbrance, or shall fail to observe or perform the covenant of the mortgagor or encumbrance in any prior mortgage or encumbrance contained, 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 to pay the same and any monies to be 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 recoverable by foreclosure proceedings along with other monies secured by this Mortgage.

- (t) It is further agreed that this Mortgage is given as additional general and continuing collateral for the payment of all amounts owing pursuant to the Guarantee, whether presently advanced or to be advanced from time to time and whether the said indebtedness is to be advanced pursuant to revolving lines of credit or otherwise.
- (u) The Mortgagor will at all times promptly observe, perform, execute and comply with all applicable laws, rules, requirements, orders, directions, by-laws, ordinances, work orders and regulations of every governmental authority and agency whether federal, provincial, municipal or otherwise, including, without limiting the generality of the foregoing, those dealing with zoning, use, occupancy, subdivision, parking, historical designations, fire, access, loading facilities, landscaping area, pollution of the environment, toxic materials or other environmental hazards, building construction, public health and safety, and all private covenants and restrictions affecting the Land or any portion thereof and the Mortgagor will from time to time, upon request of the Mortgagee, provide to the Mortgagee evidence of such observance and compliance, and will at its own expense make any and all improvements thereon or alterations to the Land and any buildings thereon structural or otherwise and take all such other action as may be required at any time by any such present or future law, rule, requirement, order, direction, by-law, ordinance, work order or regulation.

ATTORNMENT

- 9. For better securing the punctual payment of the monies secured by this Mortgage the Mortgagor hereby attorns and becomes tenant to the Mortgagee of the Land at a monthly rental equivalent to the monthly installment secured hereby, including any portion of the annual taxes payable, with such installment to be paid on each day appointed for the payment of installments; and if any judgment, execution or attachment shall be issued against any of the goods or Land of the Mortgagor or if the Mortgagor shall become insolvent or bankrupt or commit an act of bankruptcy within the meaning of The Bankruptcy Act or shall take the benefit of any statute relating to bankruptcy or insolvent debtors then such rental shall, if not already payable, be payable immediately thereafter. The legal relation of landlord and tenant is hereby constituted between the Mortgagee and the Mortgagor, but neither this clause nor anything is done by virtue thereof shall render the Mortgagee a mortgagee in possession or accountable for any monies except those actually received. The Mortgagee may at any time after default hereunder determine the tenancy hereby created without giving the Mortgagor any notice to quit.

LEASING

- 10. Forthwith after making any lease of the mortgaged premises or any part thereof the Mortgagor will execute and deliver to the Mortgagee an assignment in the Mortgagee's usual form of all rents payable under such lease, the benefit of all covenants, agreements and provisos therein contained on the part of the tenant to be observed and performed and will also execute and deliver to the Mortgagee all such notices and other documents as may be required in order to render such assignment effectual in law. Notwithstanding anything herein contained no lease of the mortgaged premises or any part thereof made by the Mortgagor without the consent in writing of the Mortgagee shall have priority over this mortgage.

DISCHARGE

- 11. The Mortgagee shall have a reasonable time after payment of the mortgage monies in full within which to prepare and execute a discharge of this Mortgage; and interest as aforesaid shall continue to run and accrue until actual payment in full has been received by the Mortgagee.

HEADINGS

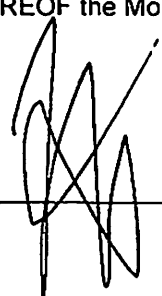
- 12 The descriptive headings and any marginal notes to the several clauses of this Mortgage are inserted of convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

MORTGAGE DISPOSITION CLAUSE

- 13 For the better securing to the Mortgagee the repayment of the monies hereby secured, the Mortgagor doth hereby mortgage unto the Mortgagee all their estate and interest in the Land.

IN WITNESS WHEREOF the Mortgagor has executed these presents this 9th day of September, 2021.

Witness



MICHAEL DAVE MANAGEMENT LTD.


Per: 

**AFFIDAVIT VERIFYING
CORPORATE SIGNING AUTHORITY**

I, FAISSAL MOUHAMAD, of Red Deer, in the Province of Alberta, MAKE OATH AND SAY THAT:

1. I am an Officer or a Director of MICHAEL DAVE MANAGEMENT LTD. named in the within or annexed instrument.
2. I am duly authorized by MICHAEL DAVE MANAGEMENT LTD. to execute the annexed instrument for and on behalf of and in the name of the MICHAEL DAVE MANAGEMENT LTD. without affixing a corporate seal.

SWORN before me at the City of Red Deer, in)
the Province of Alberta this 01 day of)
September, 2021.)


_____)
A Commissioner for Oaths)
in and for the Province of Alberta)


**PAUL D. RATTAN
BARRISTER & SOLICITOR**


_____)
FAISSAL MOUHAMAD)

[Handwritten scribbles]

[Mirrored text from reverse side: REGISTERED TO...]

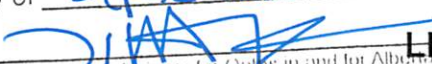
222066420 REGISTERED 2022 03 21
MORT - MORTGAGE
DOC 4 OF 5 DRR#: C008LUC ADR/CCOLEY
LINC/S: 0012482858



222066420

THIS IS EXHIBIT "K" referred to
in the Affidavit of Faissal Moushmal
sworn before me this 13
day of September, A.D. 2022

Matthew R. Park
Barrister and Solicitor
A Commissioner for Oaths
in and for Alberta


A Commissioner for Oaths in and for Alberta

LIMITED LIABILITY GUARANTEE

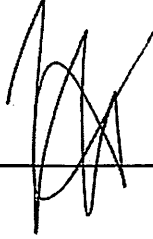
For value received the undersigned (the "Guarantor") hereby guarantees to GHALIB HADI (the "Lender") payment, forthwith after demand made therefor as hereinafter provided, of all indebtedness and liability (present and future, direct or indirect, absolute or contingent, matured or not) of 52 WELLNESS CENTRE INC. (the "Borrower") to the Lender whether arising from agreement or dealings between the Lender and the Borrower or from agreement or dealings between the Lender and any third person by which the Borrower now is or hereafter may become indebted or liable to the Lender or however otherwise arising and whether the Borrower be bound alone or with another or others and whether as principal or surety or guarantor; provided that the liability of the Guarantor under this guarantee shall be limited to the sum of \$800,000.00, plus such further sums that may be payable or recoverable pursuant to paragraph 12 hereof; and the Guarantor further agrees that:

1. If more than one Guarantor executes this instrument the provisions hereof shall be read with all grammatical changes thereby rendered necessary and each reference to the Guarantor shall include the undersigned and each and every one of them severally and this guarantee and all covenants and agreements herein contained shall be deemed to be joint and several. This Instrument shall be read with all grammatical changes made necessary by the Guarantor's or Borrower's gender.
2. The Lender may increase, reduce, discontinue or otherwise vary the Borrower's credit, grant time, renewals, extensions, releases and discharges to, take and give up securities (which may include other guarantees), and otherwise deal with the Borrower and other parties and securities as the Lender may see fit, and may apply all monies received from the Borrower or others or from the sale or other disposal of security upon such part of the Borrower's liability as the Lender may think best, without prejudice to or in any way limiting or lessening the liability of the Guarantor under this guarantee. The Guarantor's obligation to pay under this guarantee shall not be limited or reduced as a result of the termination, invalidity or unenforceability of any right of the Lender against the Borrower or any other party (including other guarantors) for any cause whatsoever.
3. This guarantee shall be a continuing security for payment by the Borrower to the Lender of all the indebtedness and liability aforesaid; provided that the Guarantor may determine his further liability under this guarantee by 30 days written notice given to the branch of the Lender at which this guarantee is held but, if such notice be given, this guarantee shall apply and extend to any indebtedness or liability of the Borrower to the Lender incurred prior to the expiration of 30 days from the date of receipt of such notice by the said branch of the Lender.
4. The Lender shall not be bound to exhaust its recourse against the Borrower or other parties or the securities that it may hold before being entitled to payment from the Guarantor under this guarantee.
5. Any loss of or in respect of securities received by the Lender from the Borrower or others, whether occasioned through the fault of the Lender or otherwise, shall not discharge or limit or lessen the liability of the Guarantor under this guarantee.
6. Any change or changes in the name of the Borrower, or, if the Borrower is a partnership, any change or changes in the membership of the Borrower's firm by death or by the retirement of one or more of the partners or by the introduction of one or more new partners or otherwise, shall not affect or in any way limit or lessen the liability of the Guarantor under this guarantee and this guarantee shall extend to the person, firm or corporation acquiring or from time to time carrying on the business of the Borrower.
7. All monies, advances, renewals and credits borrowed or obtained from the Lender shall be deemed to form part of the indebtedness and liabilities hereby guaranteed, notwithstanding any incapacity, disability, limitation of status or lack of power of the Borrower or the directors, partners or agents thereof, or that the Borrower may not be a legal entity, or any defect in the borrowing or obtaining of such money, advances, renewals or credits; and any amount which may not be recoverable from the Guarantor on the footing of a guarantee shall be recoverable from the Guarantor as principal debtor in respect thereof and it shall be paid to the Lender after demand therefor by the Lender.
8. Any account settled or stated by or between the Lender and the Borrower shall be accepted by the Guarantor as conclusive evidence that the balance or amount thereby appearing due by the Borrower to the Lender is in fact so due.

9. The Guarantor agrees not to assert any right of contribution against any other guarantor until the Borrower's indebtedness and liabilities have been paid in full. If the Lender should receive from the Guarantor a payment in full or on account of the indebtedness or liability under this guarantee, all rights of subrogation arising therefrom shall be postponed and the Guarantor shall not be entitled to claim repayment against the Borrower or the Borrower's estate until the Lender's claims against the Borrower have been paid in full; and in the case of liquidation, winding up or Bankruptcy of the Borrower (whether voluntary or compulsory) or in the event that the Borrower shall make a bulk sale of any of the Borrower's assets within the bulk transfer provisions of any applicable legislation, or shall make any compromise with creditors or scheme of arrangement, the Lender shall have the right to rank for its full claim and receive all dividends or other payments in respect thereof until its claim has been paid in full and the Guarantor shall continue to be liable, up to the amount guaranteed, less any payments made by the Guarantor, for any balance which may be owing to the Lender by the Borrower. In the event of the valuation by the Lender of any of its securities and/or the retention of such securities by the Lender, such valuation and/or retention shall not, as between the Lender and the Guarantor, be considered as a purchase of such securities or as payment or satisfaction or reduction of the Borrower's indebtedness or liabilities to the Lender, or any part thereof.
10. Any notice or demand which the Lender may wish to give may be served on the Guarantor either personally on him or his legal personal representative or, in the case of a corporation, on any officer or director of the corporation, or by sending the same registered mail in an envelope addressed to the last known address of the Guarantor as it appears on the Lender's records and the notice so sent shall be deemed to be received on the fifth business day following that on which it is mailed.
11. The Guarantor shall be currently liable under this guarantee at any time for the full amount of the debts and liabilities of the Borrower to the Lender then outstanding, subject to the limit of liability of the Guarantor set forth above, provided that the Guarantor shall not be in default under or in breach of this guarantee unless and until the Lender has made demand upon the Guarantor hereunder and the Guarantor has failed to pay the amount demanded or otherwise failed to comply with such demand forthwith following receipt (or deemed receipt) of such demand. In the case of default, the Lender may maintain an action upon this guarantee whether or not the Borrower is joined therein or separate action is brought against the Borrower or judgment obtained against him. The Lender's rights are cumulative and shall not be exhausted by the exercise of any of the Lender's rights hereunder or otherwise against the Guarantor or by any successive actions until and unless all indebtedness and liability hereby guaranteed has been paid and each of the Guarantor's obligations under the guarantee has been fully performed.
12. The Guarantor shall pay to the Lender on demand (in addition to all debts and liabilities of the Borrower hereby guaranteed) all costs, charges and expenses (including, without limitation, lawyer's fees as between solicitor and his own client on a full indemnity basis) incurred by the Lender for the enforcement of this guarantee and of any securities collateral thereto.
13. This instrument is in addition and without prejudice to any other securities of any kind including any other guarantees, whether or not in the same form as this instrument, now or hereafter held by the Lender. Without limiting the generality of the foregoing, all limits and evidence of liability pursuant to any guarantee now or hereafter held by the Lender shall be cumulative.
14. There are no representations, warranties, collateral agreements or conditions with respect to this guarantee or affecting the Guarantor's liability hereunder other than as contained herein. Without restriction the generality of the foregoing, this guarantee shall be operative and binding upon every signatory hereto notwithstanding the non-execution hereof by any other proposed or intended signatory or signatories.
15. This instrument shall be construed in accordance with the laws of Alberta, and the Guarantor agrees that any legal suit, action or proceedings arising out of or relating to this instrument may be instituted in the courts of such province or territory 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 judgment thereof, provided that nothing herein shall limit the Lender's right to bring proceedings against the Guarantor elsewhere.

16. This instrument shall extend to and enure to the benefit of the successors and assigns of the Lender and shall be binding upon the Guarantor and the heirs, executors, administrators and successors of the Guarantor.

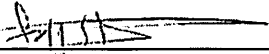
GIVEN under seal this 9th day of September, 2021.



Witness

MICHAEL DAVE MANAGEMENT LTD.

Per:

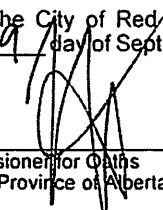


**AFFIDAVIT VERIFYING
CORPORATE SIGNING AUTHORITY**

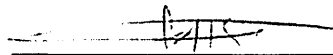
I, FAISSAL MOUHAMAD, of Red Deer, in the Province of Alberta, MAKE OATH AND SAY THAT:

1. I am an Officer or a Director of Michael Dave Management Ltd. named in the within or annexed instrument.
2. I am duly authorized by Michael Dave Management Ltd. to execute the annexed instrument for and on behalf of and in the name of the Michael Dave Management Ltd. without affixing a corporate seal.

SWORN before me at the City of Red Deer, in the Province of Alberta this 9 day of September, 2021.)



A Commissioner for Oaths
in and for the Province of Alberta
PAUL D. RATTAN
BARRISTER & SOLICITOR)



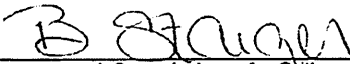
FAISSAL MOUHAMAD

AFFIDAVIT OF EXECUTION

I, PAUL D. RATTAN, of the City of Red Deer, in the Province of Alberta make oath and say:


1. I was personally present and did see FAISSAL MOUHAMAD, who on the basis of identification provided to me, I believe to be the person named in the within instrument, duly sign the instrument.
2. The instrument was signed at the City of Red Deer, in the Province of Alberta and I am the subscribing witness thereto.
3. I believe the person whose signature I witnessed is at least eighteen (18) years of age.

SWORN before me at the City of Red Deer, in the Province of Alberta this 9 day of September, 2021.)



 A Commissioner for Oaths
 in and for the Province of Alberta

BRANDI L. STAIGER
 A Commissioner for Oaths
 in and for the Province of Alberta
 My Commission Expires June 5, 2024



 PAUL D. RATTAN



- Home
- Property Search
- Email Us

Property Information For Roll #: 25309000
Current Assessment for Tax Year : 2022

Additional Legal 1	
Additional Legal 2	
Amount Last Levied	12,170.07
Assessment Class(es)	Non-Residential
Current Assessment (\$)	671,660
Last Year Levied	2022
LINC #	32255698
Last Annual Tax Levy	12,170.07
Plan Block Lot	0721291 102 14
Property Address (Rural)	
Property Address (Urban)	5207 POWER CENTRE BOULEVARD
Zoning	C-GEN - COMMERCIAL, GENERAL DISTRICT

Date: Aug 18, 2022
Time: 08:42:07

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THIS IS EXHIBIT " L " referred to
in the Affidavit of Fa:ssal Majhamad
sworn before me this 13
day of September, A.D. 20 22


A Commissioner for Oaths in and for Alberta

Matthew R. Park
Barrister and Solicitor
A Commissioner for Oaths
in and for Alberta



LAND TITLE CERTIFICATE

S
LINC 0032 255 698 SHORT LEGAL 0721291;102;14 TITLE NUMBER 122 161 801

LEGAL DESCRIPTION
PLAN 0721291
BLOCK 102
LOT 14
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 5;7;49;17;SW

MUNICIPALITY: TOWN OF DRAYTON VALLEY

REFERENCE NUMBER: 082 034 088

THIS IS EXHIBIT " M " referred to
in the Affidavit of Faissal Mahamad
sworn before me this 13
day of September, A.D. 2022

Signature of Matthew R. Park
A Commissioner for Oaths in and for Alberta
Matthew R. Park
Barrister and Solicitor
A Commissioner for Oaths
in and for Alberta

Table with 5 columns: REGISTRATION, DATE (DMY), REGISTERED OWNER(S), DOCUMENT TYPE, VALUE, CONSIDERATION. Row 1: 122 161 801, 25/05/2012, TRANSFER OF LAND, \$750,000, \$750,000

OWNERS

985842 ALBERTA LTD.
OF C/O 7151-50 AVENUE
RED DEER
ALBERTA T4N 4E4

(DATA UPDATED BY: CHANGE OF ADDRESS 222066417)

ENCUMBRANCES, LIENS & INTERESTS

Table with 3 columns: REGISTRATION NUMBER, DATE (D/M/Y), PARTICULARS. Rows include utility rights and easements from 2004 and 2005.

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
122 161 801

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
		AS TO PORTION OR PLAN:0520040 AREAS A,B,C,D,E,F,G,U
052 003 265	05/01/2005	UTILITY RIGHT OF WAY GRANTEE - FORTISALBERTA INC. AS TO PORTION OR PLAN:0520040 AREAS B,C,U
052 030 033	24/01/2005	CAVEAT RE : EASEMENT , ETC.
052 045 234	03/02/2005	POSTPONEMENT OF EASE 052003262 TO CAVE 052030033
052 190 900	17/05/2005	EASEMENT AS TO PORTION OR PLAN:0520040 AS TO AREAS B, C & L "OVER PLAN 0520039 BLOCK 102 LOT 2"
052 245 797	21/06/2005	EASEMENT "OVER SW 17-49-7-5 AS TO PLAN 0520040 AREAS "B" "J" & "L"
052 275 197	08/07/2005	RESTRICTIVE COVENANT
052 275 200	08/07/2005	CAVEAT RE : EASEMENT AND RESTRICTIVE COVENANT
052 308 371	27/07/2005	POSTPONEMENT OF EASE 052003262 TO CAVE 052275200
082 034 087	22/01/2008	PARTY WALL AGREEMENT
082 034 089	22/01/2008	RESTRICTIVE COVENANT
082 034 090	22/01/2008	RESTRICTIVE COVENANT
202 164 797	11/08/2020	CERTIFICATE OF LIS PENDENS BY - MAHMOUD MOHAMAD SEE INSTRUMENT FOR INTEREST
202 165 891	12/08/2020	MORTGAGE MORTGAGEE - 1193770 ALBERTA LTD. C/O 500, 707 7 AVE SW CALGARY ALBERTA T2P3H6 ORIGINAL PRINCIPAL AMOUNT: \$800,000
202 165 892	12/08/2020	CAVEAT

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3
122 161 801

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - 1193770 ALBERTA LTD.
C/O 500, 707 7 AVE SW
CALGARY
ALBERTA T2P3H6
AGENT - BRIAN TWERDOFF

222 066 418 21/03/2022 MORTGAGE
MORTGAGEE - GHALIB HADI
7151-50TH AVE
RED DEER
ALBERTA T4N4E4
ORIGINAL PRINCIPAL AMOUNT: \$800,000

222 066 419 21/03/2022 CAVEAT
RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - GHALIB HADI
C/O ALTALAW LLP
5233 49TH AVE
RED DEER
ALBERTA T4N6G5
AGENT - N LOCKE RICHARDS

TOTAL INSTRUMENTS: 019

PENDING REGISTRATION QUEUE

DRR NUMBER	RECEIVED DATE (D/M/Y)	CORPORATE LLP TRADENAME	LAND ID
D005MW6	07/06/2022	N/A CUSTOMER FILE NUMBER: MCIVOR	
001		CERTIFICATE OF LIS PENDENS	0721291;102;14

TOTAL PENDING REGISTRATIONS: 001

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 13 DAY OF SEPTEMBER, 2022 AT 01:25 P.M.

ORDER NUMBER: 45394914
CUSTOMER FILE NUMBER: 127984



END OF CERTIFICATE
(CONTINUED)

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).


IF MORE INFORMATION IS REQUIRED ON A PENDING REGISTRATION WHERE THE CONTACT INFORMATION DISPLAYS N/A PLEASE EMAIL LTO@GOV.AB.CA.

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

202165891

ORDER NUMBER: 45394935

THIS IS EXHIBIT " N " referred to
in the Affidavit of Faissal Mahamad
sworn before me this 13
day of September, A.D. 2022

A Commissioner for Oaths in and for Alberta

Matthew R. Park
Barrister and Solicitor
A Commissioner for Oaths
in and for Alberta

ADVISORY

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MORTGAGE

PURSUANT TO "THE LAND TITLES ACT"

985842 Alberta Ltd. of Red Deer, Alberta, (herein called the "Mortgagor") being registered as owner of an estate in fee simple in possession, subject, however, to such encumbrances, liens and interests as are notified by memorandum and underwritten or endorsed hereon, in all and singular that certain piece or parcel of land situate in the Province of Alberta, Canada, and legally described as

Plan 0721291

Block 102

Lot 14

Excepting thereout all mines and minerals

together with the benefits and advantages of all easements, franchises and privileges now or hereafter appurtenant or appertaining thereto (hereinafter sometimes called the "said lands" or the "mortgaged premises") in consideration of the sum of **Eight Hundred Thousand (\$800,000.00) Dollars** (hereinafter referred to as the "principal sum") lent to the Mortgagor by 1193770 Alberta Ltd. (hereinafter called the "Mortgagee"), the receipt of which sum the Mortgagor hereby acknowledges, COVENANTS AND AGREES with the Mortgagee that:

REPAYMENT

1. The Mortgagor will pay to the Mortgagee the principal sum in lawful money of Canada, at the Mortgagee's Office at c/o 500, 707 - 7th Avenue S.W., Calgary, Alberta T2P 3H6, or at such other place as may be designated by the Mortgagee, with interest at the rate of **Ten percent (10.00%) per annum, Compounded Monthly**, not in advance as well after as before default and maturity until the principal sum and interest and all other money payable under this mortgage shall be fully paid as follows:

(a) interest at the aforesaid rate on the amounts of the principal sum from time to time advanced, computed from the respective dates of such advances up to and including the **July 17, 2020**, (hereinafter called the "interest adjustment date") shall become due and be paid on the date last mentioned, provided the Mortgagee may require the aforesaid interest on the principal advances made from time to time, computed from the date of each such advances, to become due and payable in monthly instalments on the 17th day of the month next following the first advance, and on the 17th day of each and every month thereafter and the balance, if any, of the aforesaid interest on advances shall become due and be paid on the interest adjustment date, and at the option of the Mortgagee interest so due and payable may be deducted from such advances; and

(b) thereafter the principal sum together with interest thereon at the aforesaid rate, computed from the date last mentioned shall become due and be paid by equal consecutive monthly instalments of **Six Thousand Six Hundred and Sixty Six Dollars and Sixty Seven Cents (\$6,666.67)** each, the first of such instalments to become due and be paid on the **August 17, 2020**, and a like amount on the 17th day of each and every consecutive succeeding month thereafter up to and including the **July 17, 2021**, and the full balance of the principal sum and interest thereon as aforesaid shall become due and be paid on the date last mentioned; each of the said monthly instalments to be applied firstly in payment of interest, secondly in payment of all other charges due under this mortgage, and thirdly in reduction of the principal sum.

PRIOR ENCUMBRANCES

2. (a) The Mortgagor further covenants that should this Mortgage be registered subsequent to another encumbrance the, "Prior Encumbrance", the Mortgagor shall not allow any default to occur pursuant to the terms of the Prior Encumbrance and further covenants and agrees that should the Mortgagor allow a default to occur pursuant to the terms of the Prior Encumbrance, same shall be considered to be a default pursuant to the terms of this Mortgage and will allow the Mortgagee herein to exercise all of its rights and remedies herein contained.

(b) If the Mortgagor makes default in the performance of the covenants or conditions contained in any prior Mortgage, charge or encumbrances secured upon the said lands, then the entire unpaid balance hereby secured together with

interest, shall at the option of the Mortgagee, become forthwith due and payable without notice or demand. The Mortgagee shall be at liberty in case of such default to pay any arrears or other sums payable under the said Mortgage, agreement for sale, or encumbrances, or pay off all or any portion of the principal, interest and any other charges thereby secured. Any amounts so paid by the Mortgagee shall:

- (i) be added to the amount hereby secured;
 - (ii) bear interest at the stipulated rate herein or as amended from time to time until repaid;
 - (iii) be a charge upon the said land, and
 - (iv) unless repaid to the Mortgagee upon demand shall be recoverable from the Mortgagor in the same manner as if such sum had been originally secured hereby.
- (c) The Mortgagor specifically acknowledges and agrees that it has executed an Irrevocable and Unconditional Direction Not

to Re-Advance to Borrower and Direction to Partially Discharge the Mortgage ("Direction") registered on title to the said lands. In the event the Prior Mortgagee advances further funds to the Mortgagor in contravention of the Direction, or fails to provide a partial discharge of their Mortgage for those further funds, such advancement of funds or failure to provide a partial discharge, shall constitute a default under the terms and conditions of this Mortgage. This Mortgagee shall be entitled to recover personally from the Mortgagor any such further advance of funds and any solicitor client costs of the enforcement, on a full indemnity basis, as that advance will make recover against the said Land insufficient to payout this Mortgagee in full.

PRIORITY

3. (a) This mortgage may be renewed or extended, from time to time, at the sole option of the Mortgagee by an agreement in writing between the parties for the term offered by the Mortgagee with or without an increased rate of interest, notwithstanding that there may be subsequent encumbrances. The "date of the mortgage" shall be deemed to be the date of the renewal agreement. Such renewal agreement need not be registered against title to the said lands in order to retain the priority for this mortgage, so renewed and altered, over any instrument registered subsequently to the registration of this mortgage prior to its renewal, and such renewal agreement shall be binding against the Mortgagor, its successors and assigns, and all subsequent mortgagors and encumbrancers and other parties.

(b) The Mortgagor shall, forthwith on request therefor by the Mortgagee, provide to the Mortgagee, at the Mortgagor's expense, all such postponements and other assurances as the Mortgagee may require to ensure the foregoing binding effect and priority. All renewals (if any) shall be done at the Mortgagor's expense (including without limitation payment of the Mortgagee's legal expenses on a solicitor-and-his-own-client basis, full indemnity basis).

(c) No such renewal, even if made by a successor in title to the Mortgagor named herein and whether or not the Mortgagor shall consent thereto, shall in any way release or render unenforceable the covenants or obligations of the Mortgagor named herein, which shall continue notwithstanding such renewal or extension and shall apply to this mortgage as renewed or extended. Nothing contained herein shall be taken to confer any right of renewal upon the Mortgagor.

ARREARS OF INTEREST

4. All interest in arrears shall become principal and bear interest at the rate aforesaid, payable at the times, in the manner and at the place herein mentioned for the payment of interest, from the time the same becomes due and payable. In case the sums hereby secured or any part thereof be not paid at the time or times above set forth for payment thereof the Mortgagor will, so long as such sums or any part thereof remain unpaid or owing on the security hereof, or during the continuance of this security, pay interest from day to day as above provided on the said sums or so much thereof as shall for the time being remain due, owing or unpaid during the continuance of this security, and the taking of a judgment or judgments under any of the covenants herein contained shall not operate as a merger of the said covenants or affect the Mortgagee's right to interest, at the above rate, on any moneys due or owing to the Mortgagee during the continuance of this security, under any of the covenants herein contained or on any judgment to be recovered thereon. Provided that in the event of any default being made in the payment of any instalment of interest secured under this mortgage the same shall thereupon become part of the principal sum hereby secured and shall bear interest from the time when the same became due at the rate aforesaid, and on each day when any instalment of interest falls due hereunder in each and every year until the whole of the said principal sum and interest secured hereby is fully paid and satisfied; all sums of money, whether interest or otherwise, then due and remaining unpaid shall become principal and bear interest at the rate aforesaid.

CHARGE

5. And for the better securing to the Mortgagee the repayment in the manner aforesaid of the said principal sum and interest and other charges and all the moneys hereby secured, the Mortgagor hereby mortgages to the Mortgagee all the Mortgagor's estate and interest in the lands herein described.

SHORT COVENANTS

6. The Mortgagor covenants with the Mortgagee that the Mortgagor:
- (a) has a good title to the said lands;
 - (b) has the right to mortgage the said lands;
 - (c) has done no act to encumber the said lands;
 - (d) will execute such further assurances of the said lands as may be requisite;
 - (e) and that, on default, the Mortgagee shall have quiet possession of the said lands free from all encumbrances.

MORTGAGEE NOT BOUND TO ADVANCE

7. Neither execution nor registration nor acceptance of this mortgage, nor the advance of part of the moneys secured hereby, shall bind the Mortgagee to advance the said principal sum or any unadvanced portion thereof, but nevertheless this mortgage shall take effect forthwith on the execution of these presents, and if the principal sum or any part thereof shall not be advanced at the date hereof, the Mortgagee may advance the same in one or more sums to or on behalf of the Mortgagor at any future date or dates, and the amount of such advances when so made shall be secured hereby and repayable with interest as herein provided.

TAXES, LIENS, ENCUMBRANCES, ETC.

8. (a) The Mortgagor will pay, as and when the same shall fall due, all taxes, rates, liens, charges, encumbrances or claims which are or may be or become charges or claims against the said lands or on this mortgage or on the Mortgagee in respect of this mortgage and, on demand therefor by the Mortgagee, will produce and leave with the Mortgagee receipts for the same.

(b) The Mortgagee may pay, as and when the same shall fall due, all taxes, rates, liens, charges, encumbrances or claims which are or may be or become charges or claims against the mortgaged premises or on this mortgage or on the Mortgagee in respect of this mortgage and any amount so paid by the Mortgagee shall become part of the principal sum hereby secured and be a charge on the said lands in favour of the Mortgagee and shall be payable forthwith by the Mortgagor to the Mortgagee, with interest at the rate aforesaid until paid, and in default proceedings for sale and foreclosure may be taken in addition to all other remedies.

(c) If the said lands or any part thereof are sold or forfeited for non-payment of taxes while any sum remains unpaid hereunder, the Mortgagee may acquire title and rights of the purchaser at any sale, or the rights of any other person or corporation becoming entitled on or under any such forfeiture, or the Mortgagee may pay, either in its own name or in the name of the Mortgagor and on the Mortgagor's behalf, any and all sums necessary to be paid to redeem such lands so sold or forfeited, and to revest such lands in the Mortgagor, and the Mortgagor hereby nominates and appoints the Mortgagee as agent to pay such moneys on the Mortgagor's behalf and in the Mortgagor's name, and any moneys so expended by the Mortgagee shall be repaid by the Mortgagor to the Mortgagee forthwith, or in the alternative the Mortgagee shall have the right to bid on and/or purchase the said lands at any tax sale of the same and shall thereupon become the absolute owner thereof.

(d) The Mortgagor further covenants with the Mortgagee that the Mortgagee may deduct from any advance of moneys secured by this mortgage an amount sufficient to pay any and all taxes, rates, liens, charges, encumbrances or claims against the said lands which have become or will become due and payable and are unpaid at the date of such advances, together with such interest as may be due in respect of such advances.

(e) The Mortgagor shall on demand therefor by the Mortgagee pay to the Mortgagee on each monthly payment date of principal and interest and in addition thereto, until the indebtedness hereby secured is fully paid, an instalment on account of taxes, rates, assessments, levies and charges which are now or may hereafter be imposed upon or charged or chargeable against the said lands by any competent authority. The amount of the monthly instalments shall be equal to the amount of such annual taxes next due, as estimated by the Mortgagee, less all instalments already paid therefor, divided by the number of monthly instalments therefor becoming due not later than one (1) month prior to the due date of any such taxes and shall be subject to increase or decrease to the extent required to create as of the monthly payment date on the mortgage immediately preceding the due date of any such taxes, an amount sufficient for the payment thereof in full on such due date. The due date herein referred to is that date from and after which penalties accrue and become an additional charge if payment is not made on or before such

date. Nothing herein contained shall obligate the Mortgagee to apply such moneys on account of taxes more often than once each calendar year.

(f) The Mortgagor covenants to transmit to the Mortgagee all assessment notices, tax notices, and other documents affecting the imposition and payment of taxes against the said lands as soon as the same have been received by the Mortgagor and to obtain and deliver the same to the Mortgagee at least thirty (30) days prior to the due date for the payment thereof.

(g) Any amount paid to the Mortgagee as in this paragraph required, may be held by it with its own funds pending payment or application thereof as herein provided and nothing herein contained shall obligate the Mortgagee to apply such moneys on account of taxes more often than yearly. The Mortgagee shall pay the taxes to the amount of the then unused credit thereof on or before their due date and may, at its option, pay any of such taxes when payable either before or after the said due date, without notice, or make advances therefor in excess of the then amount of credit for such taxes. The excess amount advanced shall be immediately due and payable to the Mortgagee and shall be secured as additional principal sum under this mortgage and bear the same rate of interest from the date of advancement as the principal indebtedness. An official receipt therefor shall be conclusive evidence of such payment and of the validity of such taxes.

(f) The Mortgagee may apply credits for the above taxes, or any part thereof, on account of any delinquent instalments of principal or interest or any other payments maturing or due under this mortgage and the amount of credit existing at any time shall be reduced by the amount thereof paid or applied as herein provided. The amount of the existing credit hereunder at the time of any transfer of the said lands shall without assignment thereof inure to the benefit of the successor owner of the said lands and shall be applied under and subject to all the provisions hereof. Upon the payment in full of the moneys secured hereby, the amount of any unused credit shall be paid to the party lawfully entitled thereto.

(g) If payments are not made as in this paragraph provided, and such default continues for a period of ten (10) days, then the Mortgagee may, at its option, declare the whole of the principal sum and interest hereby secured and not previously paid immediately due and payable and proceed as in the case of any other default in payment thereof.

INSURANCE

9. (a) The Mortgagor will forthwith insure, and during the continuance of this security keep insured against loss or damage by fire each and every building on the said lands to the extent of their full replacement value in an insurance company or companies, to be approved of by the Mortgagee; and will not do nor suffer anything whereby the said policy or policies may be vitiated, and will pay all premiums and sums of money necessary for such purposes as the same shall become due and will assign and deliver over unto the Mortgagee the policy or policies of insurance, the receipt or receipts thereto appertaining.

(b) In addition to the furnishing of fire insurance as herein otherwise provided, the Mortgagor covenants and agrees with the Mortgagee to furnish to the Mortgagee insurance policies or insurance contracts against such other insurable risks, perils or events including, without limiting the generality of the foregoing, boiler, plate glass, rental and public liability insurance, and in such amounts as the Mortgagee may require, upon the improvements situate on the mortgaged premises to the full replacement value and for such period of time as the Mortgagee may from time to time require during the existence of this mortgage.

(c) If the Mortgagor shall neglect to keep the said buildings, or any of them, insured as aforesaid, or to pay the said premiums, or to deliver such policy or policies of insurance, or the receipt or receipts thereto appertaining to the Mortgagee, or to deliver satisfactory evidence of the renewal of each policy of insurance to the Mortgagee at its address as stated on Page 1 of this Mortgage at least five (5) days before the expiry thereof, then it shall be lawful for the Mortgagee to insure the said building or buildings in manner aforesaid, at the cost, charge and expense of the Mortgagor, in which case the mortgagee shall be entitled to charge an additional service fee in the sum of \$250.00 which shall be added to the principal sum herein secured with interest thereon at the interest rate herein stated or as amended from time to time.

(d) The Mortgagee may require any insurance of the said buildings to be cancelled and new insurance effected, and it shall be optional with the Mortgagee, in so far as it is entitled so to do from time to time under the laws of the Province of Alberta, to name the company or companies and the agents thereof, by which the insurance shall be written, all at the cost, charge and expense of the Mortgagor.

(e) The loss under any policies or contracts of insurance hereinbefore required to be provided by the Mortgagor, and any renewal thereof, shall be payable to the Mortgagee, and such policies or contracts shall be in terms satisfactory to the

Mortgagee, shall have attached mortgage clauses in a form approved by the Mortgagee, and shall be delivered to and held by the Mortgagee.

(f) If for any reason any insurance as hereinbefore provided for cannot be effected or maintained, the whole of the principal sum and interest hereby secured and not previously paid shall, at the option of the Mortgagee, forthwith become due and payable.

(g) And it is further agreed that in case of the cancellation of any insurance by reason of the unsatisfactory condition of the buildings on the said lands or from any other cause whatsoever, the Mortgagee or its agents shall have the right to enter the said buildings at any time for the purpose of inspection at the expense of the Mortgagor, and the whole of the principal sum and interest hereby secured and not previously paid shall, at the option of the Mortgagee, forthwith become due and payable.

(h) Nothing herein shall be deemed to hold the Mortgagee responsible for failure to have insurance placed or for any loss growing out of any defects in any policy, or because of failure of any insurance company to pay for any loss or damage insured against.

(i) And the Mortgagor agrees forthwith on the happening of any loss or damage, to furnish at the expense of the Mortgagor all necessary proofs and do all necessary acts to enable the Mortgagee to obtain payment of the insurance moneys and all moneys received by virtue of any policy or policies as aforesaid may, at the option of the Mortgagee, either be forthwith applied in or toward repairing, rebuilding, or reinstating the mortgaged premises or be paid to the Mortgagor or any other person appearing by the registered title to be or to have been the owner of the mortgaged premises or be applied or paid partly in one way and partly in another, or it may be applied, at the sole discretion of the Mortgagee, in whole or in part on the mortgage debt or any part thereof whether due or not then due.

IMPROVEMENT, FIXTURES, ETC.

10. All erections, buildings, improvements, and other fixtures which are now or which shall hereafter be placed or installed upon the mortgaged premises shall form part of the realty and of the security and are included in the expression "the said lands", and the Mortgagor will not commit any act of waste thereon, and the Mortgagor will at all times during the continuance of this security, the same repair, maintain, restore, amend, keep, make good, finish, add to and put in order, and in the event of any loss or damage thereto or destruction thereof the Mortgagee may give notice to the Mortgagor to repair, rebuild, or reinstate the same within a time to be determined by the Mortgagee and to be stated in such notice; and upon the Mortgagor failing so to repair, rebuild or reinstate within such time, such failure shall constitute a breach of covenant hereunder and thereupon the mortgage moneys shall, at the option of the Mortgagee, become immediately due and payable and that without any demand by the Mortgagee upon the Mortgagor; provided that the Mortgagee may repair, rebuild or reinstate the mortgaged premises at the cost of the Mortgagor and charge all sums of money determined by the Mortgagee to be properly paid therefor to the mortgage account. This provision shall be in addition to any statutory covenants implied in this mortgage.

ASSIGNMENT OF RENTS

11 As further security for the payment of all moneys owing hereunder the Mortgagor assigns and agrees to assign to the Mortgagee all rents which shall now, or hereafter may become payable by reason of any tenancy or tenancies covering the mortgaged premises or any part thereof; and if the Mortgagor be in default in the observance or performance of any of the terms, covenants and conditions of this mortgage, then the Mortgagee shall have the right, by its agents or otherwise, to take and receive the rents thereof, and, for such purposes, the Mortgagor hereby appoints the Mortgagee attorney for the Mortgagor and in the Mortgagor's name, to execute such agreements, transfers or conveyances as may be required for the purposes aforesaid, the Mortgagor hereby confirming and ratifying all things which the Mortgagee may do in connection therewith; and the Mortgagor agrees to execute such further assurances as may be required to give effect to the true intent and purpose of this provision; but nothing in this provision shall make the Mortgagee chargeable or accountable as a mortgagee in possession.

PREPAYMENT CLAUSE

12. The Mortgagor, acknowledges that this mortgage is closed and may not be prepaid in any way, shape or form, for a period of six (6) months calculated from the interest adjustment date (closed period). However, once the closed period has expired, the Mortgagor, when not in default under this mortgage, may prepay all sums due and owing under same, at any time, without penalty or bonus. This privilege shall not apply to any renewal of this mortgage unless the Mortgagee agrees in writing. No partial prepayment will be accepted by the Mortgagee.

EXPENSES OF OBTAINING AND MAINTAINING SECURITY

13. All solicitor's, inspector's, valuator's and surveyor's fees and expenses for drawing and registering this mortgage and for examining the mortgaged premises and the title thereto and for making or maintaining this mortgage as an appropriate charge on the mortgaged premises, and in exercising or enforcing or attempting to enforce or in pursuance of any right, power, remedy or purpose hereunder or subsisting, and legal costs as between solicitor and client, on a full indemnity basis, and also allowance for the time, work and expenses of the Mortgagee or of any agent, solicitor or servant of the Mortgagee for any purpose herein provided for as from time to time are permitted by the laws of the Province of Alberta together with all sums which the Mortgagee may and does from time to time advance, expend or incur hereunder as principal, insurance premiums, taxes, rates, or in or toward payment of prior liens, charges, encumbrances or claims charged or to be charged against the said lands, or in maintaining, repairing, restoring or completing the mortgaged premises, and in inspecting, leasing, managing or improving the mortgaged premises, including the price or value of any goods of any sort or description supplied to be used on the mortgaged premises, and whether such sums are advanced or incurred with the knowledge, consent, concurrence or acquiescence of the Mortgagor or otherwise are to be secured hereby and shall be a charge on the said lands, together with interest thereon at the said rate; and all such moneys shall be repayable to the Mortgagee on demand, or if not demanded, then with the next ensuing instalment of interest, except as herein otherwise provided.

MAINTENANCE OF CHARGE

14. The Mortgagor will fully and effectually maintain and keep the security hereby created as a valid and effective security during the currency hereof and will not permit or suffer the registration of any debt, lien or privilege whatsoever, whether of workmen, builders, contractors, engineers, architects or suppliers of material, upon or in respect of the mortgaged premises, which could rank prior to the charge of this mortgage; provided that the registration of any such lien or privilege shall not be deemed to be a breach of this covenant if the Mortgagor shall desire in good faith to contest the same and shall, if the Mortgagee so requires, give security to the satisfaction of the Mortgagee for the due payment of the amount claimed in respect thereof, together with possible costs, in case it shall be a valid lien or privilege.

ACCELERATION

15. If any default shall be made in any payment of principal or interest of any of the moneys hereby secured or any part thereof, or in the observance or performance of any of the covenants, agreements, provisoes and stipulations herein contained, then, and in such case, the whole principal moneys hereby secured shall, at the option of the Mortgagee, become due and payable in like manner to all intents and purposes as if the time herein mentioned for payment of such principal money had fully come and expired.

REMEDIES ON DEFAULT

16. In the event of default being made in any of the covenants, agreements, provisoes or stipulations expressed or implied herein:

(h) the Mortgagee may, at the expense of the Mortgagor, and when and to such extent as the Mortgagee deems advisable, observe and perform or cause to be observed and performed such covenant, agreement, proviso or stipulation;

(i) the Mortgagee may send or employ an inspector or agent to inspect and report upon the value, state and condition of the said lands and a solicitor to examine and report upon the title to the same;

(j) the Mortgagee or agent of the Mortgagee may enter into possession of the said lands and whether in or out of possession collect the rents and profits thereof, and make any demise or lease of the mortgaged premises, or any part thereof, for such terms and periods and at such rents as the Mortgagee shall think proper; and the power of sale hereunder may be exercised either before or after and subject to any such demise or lease;

(k) it shall and may be lawful for and the Mortgagor hereby grants full power, right and licence to the Mortgagee to enter, seize and distress upon the mortgaged premises, or any part thereof, and by distress warrant to recover as much of the moneys secured hereby as shall from time to time be or remain in arrears and unpaid, together with all costs, charges and expenses attending such levy or distress;

(l) the Mortgagee may sell and dispose of the said lands with or without entering into possession of the same and with or without notice to the Mortgagor or any party interested in the said lands; and all remedies competent may be resorted to; and all the rights, powers and privileges granted to or conferred upon the Mortgagee under and by virtue of any statute or by this mortgage may be exercised; and no want of notice or publication or any other defects, impropriety or irregularity shall invalidate any sale made or purporting to be made of the said lands hereunder; and the Mortgagee may sell, transfer and convey any part of the mortgaged premises on such terms of credit or part cash and part credit, secured by contract or agreement for sale or mortgage, or otherwise, as shall appear to the Mortgagee most advantageous and for such prices as can reasonably be obtained therefor; and in the even of a sale on credit or for part cash and part credit, whether by way of contract for sale or by conveyance or transfer and mortgage, the Mortgagee is not to be accountable for or charged with any moneys until the same shall be actually received in cash; and sales may be made from time to time of parts of the said lands to satisfy interest or parts of the principal overdue, leaving the principal or parts thereof to run with interest payable as aforesaid; and the Mortgagee may make stipulations as to title or evidences or commencement of title or otherwise as the Mortgagee shall deem proper, and may buy in or rescind or vary any contract for sale; and on any sale or resale, the Mortgagee shall not be answerable for loss occasioned thereby; and for any of such purposes the Mortgagee may make and execute all agreements and assurances that the Mortgagee shall deem advisable or necessary; and

(m) 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 of the said lands and premises and the rents and profits thereof without the necessity of first exercising its right to enter into possession.

EXPROPRIATION

17. If the said lands shall be expropriated by any government, authority, body or corporation clothed with the powers of expropriation, the amount of the principal sum hereby secured remaining unpaid shall forthwith become due and payable together with interest thereon at the said rate to the date of payment and together with a bonus equal to the sum of three (3) months' interest at the said rate calculated on the amount of the said principal sum so remaining unpaid.

MISCELLANEOUS COVENANTS

18. The Mortgagor further covenants and agrees with the Mortgagee that:

(a) it is agreed that this mortgage, the taking, foreclosure or cancellation thereof or any other dealing with or proceeding under the same shall not operate by way of merger of any indebtedness of the Mortgagor to the Mortgagee or any contract or instrument by which the same now or at any time hereafter be represented or evidenced, nor shall it operate to suspend payment of any such indebtedness or affect or prejudice in any way the rights, remedies and powers of the Mortgagee in respect thereof or any securities held by the Mortgagee for the payment thereof; and that no judgment recovered by the Mortgagee and no other dealing with any other security for the moneys advanced hereunder or secured hereby shall operate by way of merger of this mortgage or in any way affect the security hereby created or the Mortgagee's right to interest as aforesaid;

(b) the Mortgagee may at all times release any part or parts of the said lands or any other security or any surety for payment of all or any part of the moneys hereby secured or may release the Mortgagor or any other person from any covenant or other liability to pay the said moneys or any part thereof, either with or without any consideration therefor, and without being accountable for the value thereof or for any moneys except those actually received by the Mortgagee, and without thereby releasing any other part of the said lands, or any other securities or covenants herein contained, it being especially agreed that notwithstanding any such release the lands, securities and covenants remaining unreleased shall stand charged with the whole of the moneys hereby secured;

(c) no extension of time given by the Mortgagee to the Mortgagor, or anyone claiming under the Mortgagor, shall in any way affect or prejudice the rights of the Mortgagee against the Mortgagor or any other person liable for payment of the moneys hereby secured;

(d) the waiver of one or more defaults under this mortgage shall not be construed as a waiver of any subsequent or other default;

(e) in the event of the mortgage moneys advanced hereunder, or any part thereof, being applied to the payment of any charge or encumbrance, the Mortgagee shall be subrogated to all the rights of and stand in the position to and be entitled to all the equities of the party so paid off whether such charge or encumbrance has or has not been discharged; and the decision of

the Mortgagee as to the validity or amount of any advance or disbursement made under this mortgage or of any claim so paid off, shall be final and binding on the Mortgagor;

(f) the Mortgagee shall not be charged with any moneys receivable or collectable out of the mortgaged premises or otherwise, except those actually received; and all revenue of the said premises received or collected by the Mortgagee from any source other than payment by the Mortgagor may, at the option of the Mortgagee, be used in maintaining or insuring or improving the mortgaged premises, or in payment of taxes or other charges against the mortgaged premises, or applied on the mortgage account;

(g) in any action, suit, or proceeding for enforcing this mortgage, or to recover payment of the moneys hereby secured, or for the sale, foreclosure, or obtaining possession of the said lands, or any part thereof, service of any Notice, Writ of Summons, Originating Summons, Statement of Claim, Order of Court or a Judge, or of any legal or other proceeding by the Mortgagee, or by any statute, ordinance, rule, order or practice required to be given or served, may be effected by posting up a copy of such Notice, Writ of Summons, Originating Summons, Statement of Claim, Order or legal proceeding on the said lands (if unoccupied), or by leaving any such copy with a grown person on the said lands (if occupied) or, at the option of the Mortgagee, by publishing the same in some newspaper published in the Province of Alberta; and such notice shall be sufficient though not otherwise addressed than "To Whom It May Concern"; and the Mortgagor hereby agrees to such notice being given or such service being made as aforesaid, and that the same shall be in lieu of and shall have the same effect and be taken as personal notice or service; any statute, ordinance, order, rule, or practice to the contrary notwithstanding;

(h) if the Mortgagor be a corporation, it hereby waives the provisions of Subsections (1) to (3) inclusive of Section 42 and Subsections (1) to (4) inclusive of Section 41 of the Law of Property Act, Revised Statutes of Alberta 1980, Chapter L-8 and all the amendments thereto and all the amendments made subsequent hereto, and all substitutions thereof;

(i) wherever the singular number or the masculine gender is used in this instrument the same shall be construed as including the plural and feminine and neuter respectively where the fact or context so requires; and in any case where this mortgage is executed by more than one party all covenants and agreements herein contained shall be construed and taken as against such executing parties as joint and several; and the heirs, executors, administrators, successors and assigns of any party executing this mortgage are jointly and severally bound by the covenants, agreements, stipulations and provisos herein contained; and the covenants, agreements, stipulations and provisos herein stated shall be in addition to those granted or implied by statute; and

(j) the descriptive headings of the several paragraphs of this mortgage are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

BUILDING MORTGAGE

19. If this mortgage is a building mortgage, the Mortgagor covenants and agrees with the Mortgagee to construct a building or buildings and other improvements on the said lands in accordance with the plans and specifications which have been or are hereafter approved by the Mortgagee and to carry on diligently to completion the said building, buildings and other improvements and that the building or buildings being erected or to be erected on the said lands shall form part of the security for the full amount of the moneys secured by this mortgage, and that advances on this mortgage are to be made from time to time in the future in accordance with the progress of such building or buildings or upon their completion, occupation or sale, subject to the provisions of paragraph 7 hereof.

DISCHARGE

20. The Mortgagee shall have a reasonable time after payment of the mortgage moneys in full within which to prepare and execute a discharge of this mortgage; and interest as aforesaid shall continue to run and accrue until actual payment in full has been received by the Mortgagee; and to the extent permitted by law, all legal and other expenses for the preparation and execution of such discharge shall be borne by the Mortgagor; PROVIDED THAT the Mortgagor shall not be entitled to a discharge of this mortgage unless and until all covenants, provisos, agreements and stipulations herein contained, on the part of the Mortgagor to be observed or performed, have been duly complied with, whether the Mortgagee has taken legal proceedings thereon and recovered judgment or otherwise.

DUE ON SALE AND RELEASE

21. If the Mortgagor sells, conveys or transfers the said lands or agrees to do so, to anyone without obtaining prior written approval from the Mortgagee, the loan amount shall at the Mortgagees option, immediately become payable in full. Any payment accepted by the Mortgagee from any person or persons whom the Mortgagee has not first approved in writing shall not mean that the Mortgagee has granted prior written approval nor that the Mortgagee has relinquished its right to require the Mortgagor to pay the loan amount in full.

You shall provide us with sufficient written information to enable us to determine whether we should give our written approval and we shall upon receipt of sufficient information, make our determination in a timely manner. Prior written approval by us shall not be unreasonably withheld.

If prior written approval is granted by us to you to sell, convey or transfer your property or any part of it, upon; (a) registration of a valid Deed/Transfer of Land to the approved person or persons; and, (b) if required by us, receipt by us of one or more Guarantee Agreements, we release and forever discharge; (a) you from your obligations under the mortgage and the obligation to pay the loan amount; and (b) if applicable, any guarantors from their guarantee that you would make all payments required by the mortgage and that you would comply with all other obligations contained in the mortgage.

22. The Mortgagor hereby acknowledges having received a Duplicate copy of this Mortgage prior to receiving any of the proceeds of same.

23. In the event any payment is missed and/or dishonoured for any reason whatsoever under this Mortgage, the Mortgagee shall be entitled to charge the Mortgagor a \$250.00 administration fee per payment missed or dishonoured per individual Mortgagee. Upon collection of any defaulted payment(s) and the administration fee(s), the Mortgagee shall be entitled to insist that the collected amount be provided, together with collection costs, by certified cheque, money order, bank draft, cash or solicitor's trust cheque, at the sole option of the Mortgagee.

24. The Mortgagor acknowledges that in the event any obligation of the mortgagor for payment to the mortgagee pursuant to the terms of this mortgage has been deferred (deferred period) interest shall run on those sums so deferred at the rate stated in this mortgage or any renewal thereof during said deferral period.

26. The Mortgagor and the Mortgagee covenant and agree that should the Mortgagee allege default on the part of the Mortgagor, the Mortgagee shall be entitled, at its sole option and discretion, to commence foreclosure proceedings in any Judicial District the Mortgagee chooses, notwithstanding that the lands and premises which are the subject of the foreclosure proceedings are not situate therein. As such, this clause shall be considered to be an "agreement in writing" as contemplated by the Alberta Rules of Court.

27. The Mortgagor hereby specifically acknowledges and agrees that the Mortgagee shall be entitled to make any and all reasonable inquiries and obtain any and all reasonable information with respect to the mortgage premises, such inquiries to include, but not be limited to any other Mortgagees, municipal authority and insurance company.

28. The Mortgagor hereby consents to the Mortgagee, being a credit granting corporation, to conduct a name search of the Mortgagor in accordance with Section 17.3 of the *Land Titles Act* (Alberta). In addition, the Mortgagor hereby appoints the Mortgagee as its agent and attorney for purposes of obtaining any and all information regarding the said lands, including, without limitation, information from the "Information System" established under the *Safety Codes Act* (Alberta).

29. The Mortgagor hereby specifically acknowledges and agrees that, in the event the Mortgagee is requested or required to file a Proof of Claim in Bankruptcy of the Mortgagor, the Mortgagee shall be entitled to charge the Mortgagor a \$250.00 administration fee per Proof of Claim filed. Upon collection of any defaulted payment(s) and the administration fee(s), the Mortgagee shall be entitled to insist that the collected amount be provided, together with collection costs, by certified cheque, money order, bank draft, cash or solicitor's trust cheque, at the sole option of the Mortgagee. Any act of Bankruptcy or Insolvency by the Mortgagor shall be considered a default under the terms and conditions of this mortgage.

30. The Mortgagor authorizes the Mortgagee to collect personal information (including credit, employment and other financially-related

information) about the Mortgagor, from the Mortgagor or from credit bureaus, credit reporting agencies, financial institutions, government departments, insurance institutions, neighborhood and condominium associations, references the Mortgagor has provided to the Mortgagee and from persons who may have referred the Mortgagors mortgage business to us.

The Mortgagor consents that the personal information collected from the Mortgagor and others may be used for the following purposes: (i) to determine the Mortgagors financial situation; (ii) to determine the Mortgagors initial and ongoing eligibility for mortgage services; (iii) to administer or service the Mortgagors mortgage; (iv) to arrange for and in connection with the financing of the Mortgagees mortgage business; and (v) as otherwise necessary for the provision of mortgage services and protection of the Mortgagees security interest herein.

The Mortgagor consents that the personal information collected from the Mortgagor and others may be disclosed to the following people for the following purposes: (i) to credit bureaus, credit reporting agencies, mortgage insurers and financial institutions to confirm the Mortgagors financial situation and the Mortgagors initial and ongoing eligibility for mortgage services; (ii) to persons retained to administer or service the Mortgagors mortgage for the purpose of such administration or servicing; (iii) to persons (or their permitted assignees) involved in the financing or securitizing, or facilitation of the financing and securitizing, of the Mortgagees mortgage business for the purpose of their providing or facilitating such financing or securitizing (which may include the administration or servicing of the Mortgagors mortgage by them or their agents); and (iv) to other persons as necessary for the provision of mortgage services to the Mortgagor and protection of the Mortgagees security interest herein.

31. The Mortgagor specifically acknowledges and agrees that he/she/they have specifically contracted to extend the statutory limitation periods as prescribed by law in the Province of Alberta including but not limited to those prescribed under the *Limitations Act*, R.S.A. 200, c. L-12, as amended or replaced from time to time to a period of 25 years..

32. The Mortgagor further covenants and agrees that in the event the property forming the subject matter of this mortgage is a Condominium as defined by the *Condominium Property Act*, Alberta, then and in that event, the following provisions apply:

- (a) any default by the Mortgagor in the payment of the Mortgagor's share of common area or other authorized charges levied by the Condominium Corporation, shall automatically constitute default under this mortgage.
- (b) should the Mortgagor fail in the Mortgagor's responsibility to pay all charges levied by the Condominium Corporation in respect of the Mortgagor's interest in the property, the Mortgagee may make all such payments on the Mortgagor's behalf, in which event the Mortgagor hereby acknowledges that the amount so paid shall be added to, and form part of, the principal sum secured hereby and shall forthwith be repaid to the Mortgagee, with interest at the rate provided in this mortgage.
- (c) the Mortgagee reserves the right at any time to exercise the Mortgagor's power to vote on all matters as an owner and member of the Condominium Corporation. Such right, if exercised by the Mortgagee, shall not render the Mortgagee in possession, nor shall the Mortgagee be held responsible for the protection of the Mortgagor's interests.

In the event the Mortgagor owns a parking stall registered under the Condominium Plan or leased from the Condominium Corporation, which parking stall has not been secured by the Mortgage or assigned to the Mortgagee, the Mortgagor specifically grants to the Mortgagee an equitable mortgage in the said parking stall, and the Mortgagor hereby mortgages and charges to the Mortgagee all of the Mortgagor's estate, right, title and interest in the said parking stall. Further, the Mortgagor specifically agrees to any rectification of the Mortgage to include said parking stall and as such the said parking stall shall form part of the Mortgaged Premises herein. Further, the Mortgagor specifically agrees not to sell or lease the said parking stall without the specific written consent of the Mortgagee and any attempt to sell or lease the said parking stall shall be considered a default under the Mortgage.

32. The Mortgagor or any subsequent transferee, assignee, estate, etc. shall comply with any requests for and provide to the Mortgagee any reasonable information requested regarding the Mortgagor or the said lands.

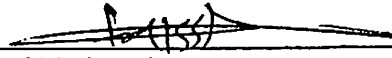
33. The Mortgagor warrants and represents that to the best of their knowledge the lands and existing prior uses of the lands, and any construction or development on the lands comply and have at all times complied with all laws, regulations, orders and approvals of all governmental authorities having jurisdiction with respect to environmental matters applicable to the ownership, use, maintenance, and operation thereof (collectively, the "Environmental Laws") and, without limiting the generality of the foregoing:

- (a) The property has never been used as a land fill site or to store hazardous substances either above or below ground, in storage tanks or otherwise;
- (b) All hazardous substances used in connection with the business conducted on the Property has at all times been received, handled, used, stored, treated, shipped and disposed of in strict compliance with all Environmental Laws;
- (c) No hazardous substances have been released into the environment or deposited, discharged, placed or disposed of at, on or near the property as a result of the conduct of the business on the Property, and;
- (d) No notices of any violation of any matters referred to above relating to the Property or its use have been received by the Borrower and there are no directions, writs, injunctions, orders or judgments outstanding, no law suits, claims, proceedings, or investigations being instituted or filed.

For the purposes of this Mortgage, a hazardous substance includes but is not limited to contaminants, pollutants, dangerous substances, gasoline, oil, liquid wastes, industrial wastes, whole liquid wastes, toxic substances, hazardous wastes, hazardous materials, and hazardous substances as defined in or pursuant to any applicable Environmental Laws. Further, the Mortgagor shall indemnify and save harmless the Mortgagee from any loss or liability whatsoever arising from any violation whatsoever of any law, regulation, ordinance, judgment, appraisal or decision in connection with hazardous risks or environmental risks, including any costs to enforce this covenant on a solicitor and his own client, full indemnity, basis.

IN WITNESS WHEREOF, I have hereunto signed my hand and the corporate seal of 985842 Alberta Ltd. this 20 day of July, A.D. 2020.

985842 Alberta Ltd.

PER:  c/s
Faissal Mouhamad

Seep

THE LAND TITLES ACT

DATED

July ²⁸, 2020

1193770 Alberta Ltd.

- and -

985842 Alberta Ltd.

MORTGAGE

Hendrix Law
Barristers & Solicitors
#500, 707 - 7th Avenue S.W.
Calgary, AB
T2P 3H6

Our File: 44964/cj

202165891 REGISTERED 2020 08 12
MORT - MORTGAGE
DOC 1 OF 2 DR#: B166ASD ADR/MLECOPOY
LINC/S: 0032255698




ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE

IMAGE OF DOCUMENT REGISTERED AS:

222066418

ORDER NUMBER: 45209415

THIS IS EXHIBIT " 0 " referred to
in the Affidavit of Fa:issal Meuhamad
sworn before me this 13
day of September, A.D. 2022

A Commissioner for Oaths in and for Alberta

Matthew R. Park
Barrister and Solicitor
A Commissioner for Oaths
in and for Alberta

ADVISORY

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MORTGAGE COLLATERAL TO GUARANTEE

WHEREAS:

- A. **985842 ALBERTA LTD.**, of 7151 50 Avenue, Red Deer, Alberta T4N 4E4 (the "**Mortgagor**") has executed and delivered to **GHALIB HADI**, of 7151 – 50th Avenue, Red Deer, Alberta T4N 4E4 (the "**Mortgagee**") a guarantee dated the 9th day of September, 2021 (the "**Guarantee**") with respect to the indebtedness and liability to the Mortgagee of **52 WELLNESS CENTRE INC.**, which Guarantee is now in full force and effect.
- B. The Mortgagee has requested and the Mortgagor has agreed to grant, execute and deliver this Collateral Mortgage as security for the obligations of the Mortgagor pursuant to the Guarantee.

NOW THEREFORE the Mortgagor, being registered as owner of an estate in fee simple in possession, in all that piece of land legally described as:

**PLAN 0721291
BLOCK 102
LOT 14
EXCEPTING THEREOUT ALL MINES AND MINERALS**

(hereinafter called the "**Land**")

In consideration of the sum of Ten (\$10.00) Dollars paid by the Mortgagee to the Mortgagor and of these presents, the Mortgagor covenants and agrees with the Mortgagee as follows:

COLLATERAL SECURITY

1. That this Mortgage is given as collateral security for the due and punctual payment of all monies due by the Mortgagor to the Mortgagee under and by virtue of the Guarantee made by the Mortgagor in favour of the Mortgagee, a copy of which is annexed hereto and marked as Schedule "A" and made a part hereof, and any extensions or renewals of or substitutions for the Guarantee.
2. The Mortgagor agrees to execute and deliver this mortgage for the principal sum of **Eight Hundred Thousand (\$800,000.00) Dollars** as security for advances made from time to time by the Mortgagee to **52 WELLNESS CENTRE INC.**

NON-MERGER

3. That neither this Mortgage or the taking of a judgment on or the exercise of any remedies in respect of any of the covenants or agreements herein contained shall operate as a merger of the Guarantee, or any other present or future instrument or security which the Mortgagee may hold for payment of the indebtedness hereby secured, or of the said 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 Guarantee 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 Guarantee or other present or future instrument or security representing the indebtedness hereby secured; or be deemed a payment or satisfaction of the Guarantee or other present or future instrument or security for the said indebtedness, or the said indebtedness itself, nor shall the taking of a judgment or other proceedings under the Guarantee, or any other present or future instrument or security representing the indebtedness hereby secured, or the taking of any other instrument or security for the said indebtedness, operate as a merger of the covenants or rights herein contained; provided however, that payments of the principal sum or interest, or any portion hereof made on the Guarantee, or hereunder, or under another instrument or security representing the indebtedness hereby secured, shall reduce pro tanto the amount secured or understanding

hereunder and the amount outstanding of the Guarantee or other instrument or security held for the said indebtedness to the extent of such payments made.

TAXES

4. That the Mortgagor shall pay when and as the same fall due, all taxes, rates, liens, charges, encumbrances or claims which are or may be or become charges or claims against the Land or this Mortgage or on the Mortgagee in respect of this Mortgage.

FIXTURES AND WASTE

5. That:
 - (a) All erections and improvements affixed to the Land including but without limiting the generality of the foregoing, all fences, heating, plumbing, air conditioning, ventilating, lighting and water heating equipment, window blinds, floor coverings, storm windows and storm doors, window screens and screen doors, and all apparatus and equipment appurtenant thereto are and shall, in addition to other fixtures thereon, be and become fixtures and form part of the Land and of the security except those that may be considered as part of the common property; and that the Mortgagor will not commit or permit any act of waste thereon.
 - (b) The Mortgagor shall at all times during the continuance of this security, repair, maintain, restore, amend, keep, make good, finish, add to and put in order the fixtures; and in the event of any loss or damage thereto or destruction thereof the, Mortgagee may give notice to the Mortgagor to repair, rebuild, or reinstate the same and upon his failure so to do, such of the monies secured by this Mortgage shall, at the option of the Mortgagee, become immediately due and payable, without any demand by the Mortgagee upon the Mortgagor.

It is acknowledged that, notwithstanding anything else contained herein, this Mortgage is intended and shall provide for a mortgage and charge over land (including fixtures thereto) and is not intended to and shall not provide for a security interest in personal property.

COVENANTS AS TO TITLE

6. That the Mortgagor
 - (a) has a good title to the Land;
 - (b) has the right to mortgage the Land and that on default the Mortgagee shall have quiet possession of the Land free from all encumbrances;
 - (c) shall execute such further assurance of the Land as may be requisite;
 - (d) has done no act to encumber the Land;
 - (e) doth release to the Mortgagee all his claims upon the Land subject to the said understandings and agreements.

DEFAULT

7. That in the event of default in the payment of any part of the monies secured by this Mortgage, or on breach of any covenant, understanding, agreement or stipulation expressed or implied herein, or should there be any event of default or breach of covenant under the Guarantee or any extensions or renewals thereof or substitutions therefor.
 - (a) The Mortgagee may at such time or times as the Mortgagee may deem necessary, and with or without the concurrence of any person, enter upon the Land and may make such

arrangements for completing the construction of, repairing or putting in order any buildings or other improvements forming part of the Land, or for inspecting, taking care of, leasing, collecting the rents of and managing generally the Land as the Mortgagee may deem expedient; and all reasonable costs, charges and expenses, including allowances for the time and service of any employee of the Mortgagee or other person appointed for the above purposes, shall be forthwith payable to the Mortgagee and shall be a charge upon the Land and shall bear interest at the mortgage rate until paid.

- (b) The Mortgagee may, at the Mortgagor's expense and when and to such extent as the Mortgagee deems advisable, observe and perform or cause to be observed and performed such covenant, agreement, understanding or stipulation.
- (c) The Mortgagee or agent of the Mortgagee may collect the rents and profits of the Land, and make any demise or lease of the Land, or any part thereof, for such terms and periods and at such rents as the Mortgagee shall think proper; and the power of sale hereunder may be exercised either before or after and subject to any such demise or lease.
- (d) It shall and may be lawful for, and the Mortgagor does hereby grant, full power, right and license to the Mortgagee to enter, seize and distrain upon the Land, or any part thereof, and distress warrant to recover by way of rent reserved, as in the case of demise of the Land, as much of the Mortgage monies as shall from time to time be or remain in arrears and unpaid, together with all costs, charges and expenses attending such levy or distress as in like cases of distress for rent.
- (e) The whole of the monies hereby secured shall, at the option of the Mortgagee, become due and payable.
- (f) The Mortgagee may forthwith take such proceedings to realize on its security created by this Mortgage by foreclosing the same or otherwise as it may by law be entitled to do.

OTHER COVENANTS

- 8. (a) The Mortgagee may at all times release any part or parts of the Land or any other security or any surety for payment of all or any part of the monies hereby secured or may release the Mortgagor or any other person from any covenant or other liability to pay the said monies or any part thereof, either with or without any consideration therefor, and without being accountable for the value thereof or for any monies except those actually received by the Mortgagee, and without thereby releasing any other part of the Land, or any other securities or covenants herein contained, it being especially agreed that notwithstanding any such release the Land, securities and covenants remaining unreleased shall stand charged with the whole of the monies hereby secured.
- (b) No extension of time given by the Mortgagee to the Mortgage, or anyone claiming under him, shall in any way affect or prejudice the rights of the Mortgagee against the Mortgagor or any other person liable for payment of the monies hereby secured.
- (c) This Mortgage may be renewed, extended or amended by agreement made in writing at, before, or after maturity and shall secure any and all renewals, or extensions of the whole or any part of the indebtedness hereby secured however evidenced, with interest at such lawful rate as may be agreed upon. Any such renewal or extension or any change in the terms or rate of interest shall not impair in any manner the validity of or priority of this Mortgage, nor release the Mortgagor from personal liability for the indebtedness hereby secured.
- (d) Any agreement to renew or to extend the time for payment or alter the terms of payment or to change the rate of interest to be charged or any other terms for payment of all or any monies secured by this Mortgage need not be registered but shall be effectual and binding on the Mortgagor and all other persons interested in Land or any Part thereof to

all intents and purposes and take priority as against such other persons when deposited in or held at the office of the Mortgagee.

- (e) If any portion of the principal sum 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 advances, when so made, shall be secured by this Mortgage and be repayable with interest as above provided. The Mortgagee shall not be bound for any reason whatsoever to advance the principal sum hereby intended to be secured and neither the execution of this Mortgage nor the advance in part of the principal sum shall bind the Mortgagee to advance the whole of the principal sum or any unadvanced portion thereof, but nevertheless the charge or mortgage by this Mortgage created shall take effect forthwith on the execution of this Mortgage.
- (f) All solicitor's, inspector's, valuator's and surveyor's fees and expenses for drawing and registering this Mortgage and for examining the Land, the title thereto, and for making or maintaining this Mortgage a charge on the Land together with all sums which the Mortgagee may and does from time to time advance, expend or incur hereunder as principal, insurance premiums, taxes or rates, or in or toward payment of prior liens, charges, encumbrances or claims charged or to be charged against the Land or on this Mortgage or on the Mortgagee in respect of this Mortgage, and in maintaining, repairing or restoring the Land or completing improvements thereon, and in inspecting, leasing, managing or improving the Land, including the price or value of any goods of any sort or description supplied to be used on the Land, and in exercising or enforcing or attempting to enforce or in pursuance of any right, power, remedy or purpose hereunder or substituting and legal costs, as between solicitor and client, and an allowance for the time, work and expense of the Mortgagee, or any agent, solicitor or employee of the Mortgagee, of any purpose herein provided for and whether such sums are advanced or incurred with the knowledge, consent, concurrence or acquiescence of the Mortgagor or otherwise, are to be secured hereby and shall be a charge on the Land, together with interest thereon at the said rate and all such monies shall be repayable to the Mortgagee on demand, or if not demanded then with the next ensuring installment, except as herein otherwise provided.
- (g) In the event of the principal sum advanced hereunder, or any part thereof, being applied for the payment of any charge or encumbrance, the Mortgagee shall be subrogated to all the rights of and stand in the position of and been entitled to all the equities of the party so paid off whether such charge or encumbrance has or has not been discharged; and the decision of the Mortgagee as to the validity or amount of any advance or disbursement made under this Mortgage or of any claim so paid off, shall be final and binding on the Mortgagor.
- (h) The Mortgagee shall not be accountable for any monies except those actually received by the Mortgagee; and all monies received or collected by the Mortgagee may, at the option of the Mortgagee be used for the purposes mentioned.
- (i) The Mortgagor shall not make or permit to be made any alternations or additions to the Land without the consent of the Mortgagee, which consent shall not be unreasonably withheld, and the Mortgagor shall not allow the Land to remain unoccupied or unused.
- (j) The Mortgagee or agent of the Mortgagee may at any time enter upon the Land to inspect the Land and buildings thereon.
- (k) All monies whether principal, interest or other monies payable to the Mortgagee under the terms of this Mortgage shall be payable in lawful money of Canada, to the Mortgagee, at the above-mentioned address or such other place as may be designated by the Mortgagee.
- (l) Any discretion, option, decision or opinion hereunder on the part of the Mortgagee shall be sufficiently exercised or formed if exercised or formed by or subsequently ratified by

the manager, acting manager or assistant manager of any branch office of the Mortgagee in the Province of Alberta or an executive officer of the Mortgagee or any officer or agent appointed by the Mortgagee for such purpose.

- (m) Each and all of the covenants, agreements, understandings and stipulations in this Mortgage contained or implied shall be binding upon the person and each of the persons named in the Mortgage as Mortgagor, each of their heir, executors, administrators, successors and assigns even if one or more of such persons named may not be entitled to an estate or interest in the Land, that all covenants in this Mortgage contained or implied are to be construed as both joint and several, and that when the contest so requires the singular number shall be read as if the plural were expressed, and the masculine or neuter gender as if the masculine, feminine or neuter were expressed and the first person as if the third person were expressed.
- (n) Any interest payable hereunder on becoming overdue shall forthwith be treated, as to payment of interest thereon, as principal, and shall bear interest at the rate provided in the Guarantee or any extensions or renewals thereof or substitutions therefor and, in addition, premiums of insurance or other sums of money paid by the Mortgagee for the protection of this security such as taxes, repairs or other encumbrances and all costs, charges and expenses connected there with shall bear interest at the rate aforesaid as well after as before maturity of this Mortgage, and all such interest shall be a charge on the Land.
- (o) If the Mortgagor is not in default hereunder then the Mortgagor shall have the privilege at any time to prepay the whole or any part of monies hereby secured then owing without notice or bonus.
- (p) If the Land or any part there of are sold then the principal monies and all other monies hereby secured shall become due and payable in a like manner and to all intents and purposes as if the time herein mentioned for payment of such monies had fully come and expired.
- (q) A waiver by the Mortgagee of any default or defaults of the Mortgagor hereunder shall be deemed to extend to the particular default or defaults only and shall not prejudice or affect the Mortgagee's right with respect to any subsequent or other default or defaults.
- (r) A default in the due performance by the Mortgagor of any of the Mortgagor's covenants contained in any other instrument or security which may now or at any time be held or taken by the Mortgagee in respect of the sum secured hereby shall in addition to its usual effect have the same effect and give rise to the same rights and remedies as a default under the terms of this Mortgage, and in the event of the Mortgagee becoming entitled to take legal proceedings of any nature whatsoever against the Mortgagor in respect of this Mortgage or in respect of any of the said other instruments or securities, the Mortgagee may either concurrently with such suit, successively or otherwise pursue any or all of the Mortgagee's other remedies and should the Mortgagee so pursue one or another of the said remedies, this shall not constitute an election by the Mortgagee to abandon any of the other remedies.
- (s) In the event that this Mortgage is granted and approved by the Mortgagee as a second or other subsequent charge upon the Land, the Mortgagor covenants and agrees that he will well and truly pay all monies accruing due under all prior mortgages and encumbrances charging the Land, as and when the same shall become due, and that he will well and truly observe and perform the covenants of the mortgagor or encumbrance in any prior mortgage or encumbrance contained and in the event he shall make default in payment of the said monies accruing due under any prior mortgage or encumbrance, or shall fail to observe or perform the covenant of the mortgagor or encumbrance in any prior mortgage or encumbrance contained, 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 to pay the same and any monies to be 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 recoverable by foreclosure proceedings along with other monies secured by this Mortgage.

- (t) It is further agreed that this Mortgage is given as additional general and continuing collateral for the payment of all amounts owing pursuant to the Guarantee, whether presently advanced or to be advanced from time to time and whether the said indebtedness is to be advanced pursuant to revolving lines of credit or otherwise.
- (u) The Mortgagor will at all times promptly observe, perform, execute and comply with all applicable laws, rules, requirements, orders, directions, by-laws, ordinances, work orders and regulations of every governmental authority and agency whether federal, provincial, municipal or otherwise, including, without limiting the generality of the foregoing, those dealing with zoning, use, occupancy, subdivision, parking, historical designations, fire, access, loading facilities, landscaping area, pollution of the environment, toxic materials or other environmental hazards, building construction, public health and safety, and all private covenants and restrictions affecting the Land or any portion thereof and the Mortgagor will from time to time, upon request of the Mortgagee, provide to the Mortgagee evidence of such observance and compliance, and will at its own expense make any and all improvements thereon or alterations to the Land and any buildings thereon structural or otherwise and take all such other action as may be required at any time by any such present or future law, rule, requirement, order, direction, by-law, ordinance, work order or regulation.

ATTORNMEN

9. For better securing the punctual payment of the monies secured by this Mortgage the Mortgagor hereby attorns and becomes tenant to the Mortgagee of the Land at a monthly rental equivalent to the monthly installment secured hereby, including any portion of the annual taxes payable, with such installment to be paid on each day appointed for the payment of installments; and if any judgment, execution or attachment shall be issued against any of the goods or Land of the Mortgagor or if the Mortgagor shall become insolvent or bankrupt or commit an act of bankruptcy within the meaning of The Bankruptcy Act or shall take the benefit of any statute relating to bankruptcy or insolvent debtors then such rental shall, if not already payable, be payable immediately thereafter. The legal relation of landlord and tenant is hereby constituted between the Mortgagee and the Mortgagor, but neither this clause nor anything is done by virtue thereof shall render the Mortgagee a mortgagee in possession or accountable for any monies except those actually received. The Mortgagee may at any time after default hereunder determine the tenancy hereby created without giving the Mortgagor any notice to quit.

LEASING

10. Forthwith after making any lease of the mortgaged premises or any part thereof the Mortgagor will execute and deliver to the Mortgagee an assignment in the Mortgagee's usual form of all rents payable under such lease, the benefit of all covenants, agreements and provisos therein contained on the part of the tenant to be observed and performed and will also execute and deliver to the Mortgagee all such notices and other documents as may be required in order to render such assignment effectual in law. Notwithstanding anything herein contained no lease of the mortgaged premises or any part thereof made by the Mortgagor without the consent in writing of the Mortgagee shall have priority over this mortgage.

DISCHARGE

11. The Mortgagee shall have a reasonable time after payment of the mortgage monies in full within which to prepare and execute a discharge of this Mortgage; and interest as aforesaid shall continue to run and accrue until actual payment in full has been received by the Mortgagee.

HEADINGS

- 12 The descriptive headings and any marginal notes to the several clauses of this Mortgage are inserted of convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

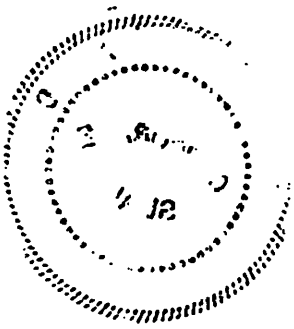
MORTGAGE DISPOSITION CLAUSE

- 13 For the better securing to the Mortgagee the repayment of the monies hereby secured, the Mortgagor doth hereby mortgage unto the Mortgagee all their estate and interest in the Land.


IN WITNESS WHEREOF the Mortgagor has executed these presents this 9th day of September, 2021.

985842 ALBERTA LTD.

Per: 



222066418 REGISTERED 2022 03 21
MORT - MORTGAGE
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LINC/S: 0032255698

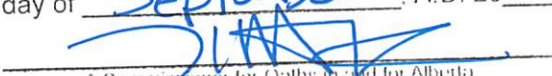


222066418

LIMITED LIABILITY GUARANTEE

For value received the undersigned (the "Guarantor") hereby guarantees to GHALIB HADI (the "Lender") payment, forthwith after demand made therefor as hereinafter provided, of all indebtedness and liability (present and future, direct or indirect, absolute or contingent, matured or not) of 52 WELLNESS CENTRE INC. (the "Borrower") to the Lender whether arising from agreement or dealings between the Lender and the Borrower or from agreement or dealings between the Lender and any third person by which the Borrower now is or hereafter may become indebted or liable to the Lender or however otherwise arising and whether the Borrower be bound alone or with another or others and whether as principal or surety or guarantor; provided that the liability of the Guarantor under this guarantee shall be limited to the sum of \$800,000.00, plus such further sums that may be payable or recoverable pursuant to paragraph 12 hereof; and the Guarantor further agrees that:

1. If more than one Guarantor executes this instrument the provisions hereof shall be read with all grammatical changes thereby rendered necessary and each reference to the Guarantor shall include the undersigned and each and every one of them severally and this guarantee and all covenants and agreements herein contained shall be deemed to be joint and several. This Instrument shall be read with all grammatical changes made necessary by the Guarantor's or Borrower's gender.
2. The Lender may increase, reduce, discontinue or otherwise vary the Borrower's credit, grant time, renewals, extensions, releases and discharges to, take and give up securities (which may include other guarantees), and otherwise deal with the Borrower and other parties and securities as the Lender may see fit, and may apply all monies received from the Borrower or others or from the sale or other disposal of security upon such part of the Borrower's liability as the Lender may think best, without prejudice to or in any way limiting or lessening the liability of the Guarantor under this guarantee. The Guarantor's obligation to pay under this guarantee shall not be limited or reduced as a result of the termination, invalidity or unenforceability of any right of the Lender against the Borrower or any other party (including other guarantors) for any cause whatsoever.
3. This guarantee shall be a continuing security for payment by the Borrower to the Lender of all the indebtedness and liability aforesaid; provided that the Guarantor may determine his further liability under this guarantee by 30 days written notice given to the branch of the Lender at which this guarantee is held but, if such notice be given, this guarantee shall apply and extend to any indebtedness or liability of the Borrower to the Lender incurred prior to the expiration of 30 days from the date of receipt of such notice by the said branch of the Lender.
4. The Lender shall not be bound to exhaust its recourse against the Borrower or other parties or the securities that it may hold before being entitled to payment from the Guarantor under this guarantee.
5. Any loss of or in respect of securities received by the Lender from the Borrower or others, whether occasioned through the fault of the Lender or otherwise, shall not discharge or limit or lessen the liability of the Guarantor under this guarantee.
6. Any change or changes in the name of the Borrower, or, if the Borrower is a partnership, any change or changes in the membership of the Borrower's firm by death or by the retirement of one or more of the partners or by the introduction of one or more new partners or otherwise, shall not affect or in any way limit or lessen the liability of the Guarantor under this guarantee and this guarantee shall extend to the person, firm or corporation acquiring or from time to time carrying on the business of the Borrower.
7. All monies, advances, renewals and credits borrowed or obtained from the Lender shall be deemed to form part of the indebtedness and liabilities hereby guaranteed, notwithstanding any incapacity, disability, limitation of status or lack of power of the Borrower or the directors, partners or agents thereof, or that the Borrower may not be a legal entity, or any defect in the borrowing or obtaining of such money, advances, renewals or credits; and any amount which may not be recoverable from the Guarantor on the footing of a guarantee shall be recoverable from the Guarantor as principal debtor in respect thereof and it shall be paid to the Lender after demand therefor by the Lender.

THIS IS EXHIBIT "P" referred to
in the Affidavit of Faissal Mouhamad
sworn before me this 13
day of September, A.D. 2022

A Commissioner for Oaths in and for Alberta

Matthew R. Park
Barrister and Solicitor
A Commissioner for Oaths
in and for Alberta

8. Any account settled or stated by or between the Lender and the Borrower shall be accepted by the Guarantor as conclusive evidence that the balance or amount thereby appearing due by the Borrower to the Lender is in fact so due.
9. The Guarantor agrees not to assert any right of contribution against any other guarantor until the Borrower's indebtedness and liabilities have been paid in full. If the Lender should receive from the Guarantor a payment in full or on account of the indebtedness or liability under this guarantee, all rights of subrogation arising therefrom shall be postponed and the Guarantor shall not be entitled to claim repayment against the Borrower or the Borrower's estate until the Lender's claims against the Borrower have been paid in full; and in the case of liquidation, winding up or Bankruptcy of the Borrower (whether voluntary or compulsory) or in the event that the Borrower shall make a bulk sale of any of the Borrower's assets within the bulk transfer provisions of any applicable legislation, or shall make any compromise with creditors or scheme of arrangement, the Lender shall have the right to rank for its full claim and receive all dividends or other payments in respect thereof until its claim has been paid in full and the Guarantor shall continue to be liable, up to the amount guaranteed, less any payments made by the Guarantor, for any balance which may be owing to the Lender by the Borrower. In the event of the valuation by the Lender of any of its securities and/or the retention of such securities by the Lender, such valuation and/or retention shall not, as between the Lender and the Guarantor, be considered as a purchase of such securities or as payment or satisfaction or reduction of the Borrower's indebtedness or liabilities to the Lender, or any part thereof.
10. Any notice or demand which the Lender may wish to give may be served on the Guarantor either personally on him or his legal personal representative or, in the case of a corporation, on any officer or director of the corporation, or by sending the same registered mail in an envelope addressed to the last known address of the Guarantor as it appears on the Lender's records and the notice so sent shall be deemed to be received on the fifth business day following that on which it is mailed.
11. The Guarantor shall be currently liable under this guarantee at any time for the full amount of the debts and liabilities of the Borrower to the Lender then outstanding, subject to the limit of liability of the Guarantor set forth above, provided that the Guarantor shall not be in default under or in breach of this guarantee unless and until the Lender has made demand upon the Guarantor hereunder and the Guarantor has failed to pay the amount demanded or otherwise failed to comply with such demand forthwith following receipt (or deemed receipt) of such demand. In the case of default, the Lender may maintain an action upon this guarantee whether or not the Borrower is joined therein or separate action is brought against the Borrower or judgment obtained against him. The Lender's rights are cumulative and shall not be exhausted by the exercise of any of the Lender's rights hereunder or otherwise against the Guarantor or by any successive actions until and unless all indebtedness and liability hereby guaranteed has been paid and each of the Guarantor's obligations under the guarantee has been fully performed.
12. The Guarantor shall pay to the Lender on demand (in addition to all debts and liabilities of the Borrower hereby guaranteed) all costs, charges and expenses (including, without limitation, lawyer's fees as between solicitor and his own client on a full indemnity basis) incurred by the Lender for the enforcement of this guarantee and of any securities collateral thereto.
13. This instrument is in addition and without prejudice to any other securities of any kind including any other guarantees, whether or not in the same form as this instrument, now or hereafter held by the Lender. Without limiting the generality of the foregoing, all limits and evidence of liability pursuant to any guarantee now or hereafter held by the Lender shall be cumulative.
14. There are no representations, warranties, collateral agreements or conditions with respect to this guarantee or affecting the Guarantor's liability hereunder other than as contained herein. Without restriction the generality of the foregoing, this guarantee shall be operative and binding upon every signatory hereto notwithstanding the non-execution hereof by any other proposed or intended signatory or signatories.
15. This instrument shall be construed in accordance with the laws of Alberta, and the Guarantor agrees that any legal suit, action or proceedings arising out of or relating to this instrument may be instituted in the courts of such province or territory 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 judgment thereof, provided that

nothing herein shall limit the Lender's right to bring proceedings against the Guarantor elsewhere.

16. This instrument shall extend to and enure to the benefit of the successors and assigns of the Lender and shall be binding upon the Guarantor and the heirs, executors, administrators and successors of the Guarantor.

GIVEN under seal this 9th day of September, 2021.

985842 ALBERTA LTD.

Per: _____

[Handwritten signature]

