

COURT FILE NUMBER: 2003 – 14690
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON
PLAINTIFF ROYAL BANK OF CANADA
DEFENDANTS FUN PARK AMUSEMENT CENTER LTD., FUN
PARK AMUSEMENT CENTER (WINNIPEG)
LTD., CITY WIDE ENTERTAINMENT GROUP
INC., MANPREET KAUR BHATTHAL, BALJOT
SINGH ATHWAL, and RANJIT SINGH GILL
DOCUMENT **AFFIDAVIT**
(in Support of the Appointment of a
Court-Appointed Receiver)
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT MLT Aikins LLP
2200, 10235 101 Street
Edmonton, Alberta T5J 3G1
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Attention: Dana M. Nowak
Solicitors for Royal Bank of Canada
File: 1480-208

AFFIDAVIT OF MARLENE STARENKY

Sworn on February 2, 2021

I, **MARLENE STARENKY**, of the Town of Cochrane, in the Province of Alberta,
MAKE OATH AND SAY AS FOLLOWS:

1. I am a Senior Manager, Special Loans and Advisory Services, with the Royal Bank of Canada ("**RBC**"), the Plaintiff herein, and as such, I have personal knowledge of the matters deposed to herein, except where stated to be based upon information and belief, and whereso stated, I do verily believe such facts and matters to be true.

Purpose of this Affidavit

2. I am swearing this Affidavit in support of an application by RBC for an Order appointing MNP Ltd. ("**MNP**") as Receiver and Manager, pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the "**BIA**") and section 13(2) of the *Judicature Act*, R.S.A. 2000, c. J-2 (in such capacity, the "**Receiver**"), without security, of the current and future assets and undertakings and properties of Fun Park Amusement Center Ltd. ("**Fun Park EDM**"), Fun Park Amusement Center (Winnipeg) Ltd. ("**Fun Park WPG**"), and City Wide Entertainment Group Inc. ("**City Wide**"). Fun Park EDM and Fun Park WPG are collectively referred to in my affidavit as the "**Corporate Debtors**".

Relationship of Defendants

3. The Defendant, Fun Park EDM, is a corporation incorporated pursuant to the laws of the Province of Alberta and has been assigned corporate access number 2019652490. Fun Park EDM was formerly named Jump Park Trampoline Ltd., but changed its name to Fun Park Amusement Center Ltd. on or about November 16, 2017. Attached hereto as **Exhibit "A"** is a copy of the Alberta Corporate Registry search results for Fun Park EDM.
4. The Defendant, Fun Park WPG, is a corporation incorporated pursuant to the laws of the Province of Manitoba and has been assigned registry number 7455021. Attached hereto as **Exhibit "B"** is a copy of the Manitoba Corporate Registry search results for Fun Park WPG.
5. The Defendant, City Wide, is a corporation incorporated pursuant to the laws of the Province of Alberta and has been assigned corporate access number 2019685193. City Wide is a shareholder of both Fun Park EDM and Fun Park WPG, and it is a guarantor of each of Fun Park EDM and Fun Park WPG debt obligations to RBC, as further detailed below. Attached hereto as **Exhibit "C"** is a copy of the Alberta Corporate Registry search results for City Wide.

6. To the best of my knowledge, the Defendant, Manpreet Kaur Bhatthal ("**Bhatthal**"), is an individual who resides in or near the City of Edmonton, in the Province of Alberta. Bhatthal is a director of Fun Park EDM, Fun Park WPG, and City Wide, and a guarantor of each of Fun Park EDM's and Fun Park WPG's debt obligations to RBC.
7. To the best of my knowledge, the Defendant, Baljot Singh Athwal ("**Athwal**"), is an individual who resides in or near the City of Edmonton, in the Province of Alberta. Athwal is a director of Fun Park EDM, Fun Park WPG, and City Wide, and a guarantor of each of Fun Park EDM's and Fun Park WPG's debt obligations to RBC.
8. To the best of my knowledge, the Defendant, Ranjit Singh Gill ("**Gill**"), is an individual who resides in or near the City of Edmonton, in the Province of Alberta. Gill is a director of Fun Park EDM, Fun Park WPG, and City Wide, and a guarantor of each of Fun Park EDM's and Fun Park WPG's debt obligations to RBC.

Business Background

9. Fun Park EDM operated a business called Fun Park Amusement Centre at the civic address known as 3001 Buckingham Drive, Sherwood Park, Alberta (the "**EDM Premises**"). The Fun Park EDM business operated as a trampoline park, "ninja park", "jungle gym", along with other ancillary amusement style activities ("**Amusement Activities**").
10. Fun Park EDM closed its business on or about in the spring of 2020. Based on my discussions with RBC's legal counsel, MLT Aikins LLP ("**MLTA**"), it is my understanding that on or about January 2, 2021, the landlord of the EDM Premises terminated its lease with Fun Park EDM.
11. Fun Park WPG operated a business called Fun Park Amusement Centre at the civic address known as 1175 Wilkes Avenue, Winnipeg, Manitoba (the "**WPG Premises**"). The Fun Park WPG business also provided Amusement Activities.

12. Fun Park WPG closed its business on or about November 2, 2020. Based on my discussions with RBC's legal counsel, MLTA, it is my understanding that on or about January 28, 2021, the landlord of the WPG Premises terminated its lease with Fun Park WPG.

Loan Agreements and Debts

A. The Fun Park EDM Agreements and Debt

The Fun Park EDM Credit Agreement

13. By a Credit Agreement dated August 11, 2016, and accepted August 15, 2016, as amended, restated and renewed from time to time (the "**EDM Loan Agreement**"), RBC agreed to advance funds to Fun Park EDM on certain terms and conditions agreed to by Fun Park EDM. Fun Park EDM agreed to pay all fees (including legal fees on a full-indemnity basis), costs, and expenses incurred by RBC in connection with the enforcement or protection of its rights under the EDM Loan Agreement. Attached hereto and marked as **Exhibit "D"** to this my Affidavit is a true copy of the EDM Loan Agreement.
14. In accordance with the EDM Loan Agreement, RBC made the following credit facilities available to Fun Park EDM:
- (a) Revolving Demand Facility – a \$50,000.00 revolving facility payable in full on demand, with interest accruing at a rate of RBC's prime rate, plus 3.12% per annum (the "**EDM Revolving Loan**"); and
 - (b) Credit Card Facility – a VISA business credit card up to a maximum amount of \$25,000.00, as amended and most recently increased to \$75,000.00 (the "**EDM Credit Card Facility**").
15. The EDM Revolving Loan and EDM Credit Card Facility are collectively referred to in my affidavit as the "**EDM Credit Facilities**".

The Fun Park EDM Lease Agreement

16. By a Master Lease Agreement dated and accepted August 30, 2016 (the "**EDM Lease Agreement**"), RBC agreed to acquire equipment (the "**EDM Equipment**") for leasing to Fun Park EDM, and Fun Park EDM agreed to lease the EDM Equipment on certain terms and conditions agreed to by Fun Park EDM. Attached hereto and marked as **Exhibit "E"** to this my Affidavit is a true copy of the EDM Lease Agreement.
17. RBC acquired the EDM Equipment for leasing to Fun Park EDM, and Fun Park EDM agreed to lease the EDM Equipment pursuant to the terms and conditions of the EDM Lease Agreement.
18. The EDM Loan Agreement and EDM Lease Agreement are collectively referred to herein as the "**EDM Financing Agreements**".

The Fun Park EDM Debts

19. RBC advanced monies to Fun Park EDM under the EDM Financing Agreements.
20. As of February 1, 2021, Fun Park EDM was indebted to RBC in respect of amounts advanced pursuant to the EDM Financing Agreements in the total amount of \$271,007.12 with interest accruing after February 1, 2021 in the amount of \$2.95 *per diem* (collectively, the "**Fun Park EDM Debt**"). Attached hereto and marked as **Exhibit "F"** to this my Affidavit is a true copy of a RBC statement dated February 1, 2021 and a redacted email dated February 1, 2021 confirming the Fun Park EDM Debt.

B. The Fun Park WPG Agreements and Debt

The Fun Park WPG Credit Agreement

21. By a Credit Agreement dated April 7, 2017, and accepted April 15, 2017, as amended, restated and renewed from time to time (the "**WPG Loan Agreement**"), RBC agreed to advance funds to Fun Park WPG on certain terms and conditions agreed to by Fun Park WPG. Fun Park WPG agreed to pay all fees (including legal fees on a full-indemnity basis), costs, and expenses incurred by RBC in connection with the enforcement or

protection of its rights under the WPG Loan Agreement. Attached hereto and marked as **Exhibit "G"** to this my Affidavit is a true copy of the WPG Loan Agreement.

22. In accordance with the WPG Loan Agreement, RBC made the following credit facilities available to Fun Park WPG:
- (a) Variable Term Facility – a \$350,000.00 non-revolving facility, payable in monthly installments of \$5,833.00, with interest accruing at a rate of RBC's prime rate, plus 3% per annum ("**WPG Non-Revolving Loan**");
 - (b) Revolving Demand Facility – a \$50,000.00 revolving facility, payable in full on demand, with interest accruing at a rate of RBC's prime rate, plus 2.98% per annum (the "**WPG Revolving Loan**"); and
 - (c) Credit Card Facility – a VISA business credit card up to a maximum amount of \$25,000.00, as amended (the "**WPG Credit Card Facility**").
23. The WPG Non-Revolving Loan, the WPG Revolving Loan, and the WPG Credit Card Facility are collectively referred to in my affidavit as the "**WPG Credit Facilities**".

The Fun Park WPG Lease Agreement

24. By a Master Lease Agreement dated and accepted June 23, 2017 (the "**WPG Lease Agreement**"), RBC agreed to acquire equipment (the "**WPG Equipment**") for leasing to Fun Park WPG, and Fun Park WPG agreed to lease the WPG Equipment on certain terms and conditions agreed to by Fun Park WPG. Attached hereto and marked as **Exhibit "H"** to this my Affidavit is a true copy of the WPG Lease Agreement.
25. RBC acquired the WPG Equipment for leasing to Fun Park WPG, and Fun Park WPG agreed to lease the WPG Equipment pursuant to the terms and conditions of the WPG Lease Agreement.
26. The WPG Loan Agreement and WPG Lease Agreement are collectively referred to herein as the "**WPG Financing Agreements**".

The Fun Park WPG Debt

27. RBC advanced monies to Fun Park WPG under the WPG Financing Agreements.
28. As of February 1, 2021, Fun Park WPG was indebted to RBC in respect of amounts advanced pursuant to the WPG Financing Agreements in the total amount of \$1,987,245.47 with interest accruing after February 1, 2021 in the amount of \$315.99 *per diem* (collectively, the "**Fun Park WPG Debt**"). Attached hereto and marked as **Exhibit "I"** to this my Affidavit is a true copy of a RBC statement dated February 1, 2021 and a redacted email dated February 1, 2021 confirming the Fun Park WPG Debt.
29. The Fun Park EDM Debt and the Fun Park WPG Debt are collectively referred to herein as the the "**Debt**".

Corporate Debtors' Security Agreements

A. The Fun Park EDM GSA

30. As security for all amounts owing from Fun Park EDM to RBC, Fun Park EDM entered into a General Security Agreement dated August 15, 2016, in favour of RBC (the "**Fun Park EDM GSA**"). The Fun Park EDM GSA grants RBC a security interest in all of Fun Park EDM's present and after-acquired personal property, for both current indebtedness and future advances. The Fun Park EDM GSA is governed by the laws of the Province of Alberta. Attached hereto and marked as **Exhibit "J"** to this my Affidavit is a true copy of the Fun Park EDM GSA.
31. By way of the EDM Lease Agreement, Fun Park EDM granted a security interest in favour of RBC as against the EDM Equipment described in the Leasing Schedule attached to the EDM Lease Agreement.
32. RBC registered the Fun Park EDM GSA at the Alberta Personal Property Registry (the "**Alberta PPR**"). Attached hereto and marked as **Exhibit "K"** to this my Affidavit is a true copy of the results of an Alberta PPR name search of Fun Park EDM evidencing such registration.

B. The Fun Park WPG GSA

33. As security for all amounts owing from Fun Park WPG to RBC, Fun Park WPG entered into a General Security Agreement dated April 15, 2017, in favour of RBC (the "**Fun Park WPG GSA**"). The Fun Park WPG GSA grants RBC a security interest in all of Fun Park WPG's present and after-acquired personal property, for both current indebtedness and future advances. The Fun Park WPG GSA is governed by the laws of the Province of Alberta. Attached hereto and marked as **Exhibit "L"** to this my Affidavit is a true copy of the Fun Park WPG GSA.
34. By way of a chattel mortgage dated April 15, 2017, Fun Park WPG granted a security interest in favour of RBC in certain goods described in Schedule "C" attached thereto and in all lists, records, files relating to Fun Park WPG's customers, all deeds and other documents relating to or being records of Fun Park WPG's goods or their proceeds by which such goods or their proceeds are secured, evidenced or acknowledged or made payable, and all contractual rights and insurance claims relating to Fun Park WPG's goods (the "**Fun Park WPG Chattel Mortgage**").
35. By way of the WPG Lease Agreement, Fun Park WPG granted a security interest in favour of RBC as against the WPG Equipment described in the Leasing Schedule attached to the WPG Lease Agreement.
36. RBC registered the Fun Park WPG GSA at the Alberta Personal Property Registry (the "**Manitoba PPR**"). Attached hereto and marked as **Exhibit "M"** to this my Affidavit is a true copy of the results of an Manitoba PPR name search of Fun Park WPG evidencing such registration.
37. The Fun Park EDM GSA, the Fun Park WPG GSA, and the Fun Park WPG Chattel Mortgage are collectively referred to herein as the "**Security**".

Guarantees

A. Guarantees of the EDM Debt

38. By a Guarantee and Postponement of Claim executed August 15, 2016, in the amount of \$755,000.00 by City Wide in favour of RBC, City Wide agreed to pay on demand all indebtedness owed by Fun Park EDM to RBC up to a maximum amount of \$755,000.00 together with interest from the date of demand for payment at a rate of RBC's prime rate plus 5.0% per annum (the "**City Wide EDM Guarantee**"). City Wide further agreed to pay all legal costs incurred by or on behalf of RBC in the enforcement of the City Wide EDM Guarantee on a solicitor and own client basis. The City Wide EDM Guarantee is secured by way of a general security interest granted by City Wide in favour of RBC, dated August 15, 2016 and registered at the Alberta PPR on August 16, 2016 under Registration No. 16081110112 (the "**City Wide EDM GSA**"). Attached hereto and marked as **Exhibit "N"** to this my Affidavit is a true copy of the City Wide EDM Guarantee, the City Wide EDM GSA, and the Alberta PPR search confirming registration of the City Wide EDM GSA.
39. By a Guarantee and Postponement of Claim executed August 15, 2016, in the amount of \$755,000.00 by Bhatthal, Athwal and Gill in favour of RBC, Bhatthal, Athwal and Gill agreed to pay on demand all indebtedness owed by Fun Park EDM to RBC up to a maximum amount of \$755,000.00 together with interest from the date of demand for payment at a rate of RBC's prime rate plus 5.0% per annum (the "**Individual EDM Guarantee**"). Bhatthal, Athwal and Gill further agreed to pay all legal costs incurred by or on behalf of RBC in the enforcement of the Individual EDM Guarantee on a solicitor and own client basis. Attached hereto and marked as **Exhibit "O"** to this my Affidavit is a true copy of Individual EDM Guarantee.

B. Guarantees of the WPG Debt

40. By a Guarantee and Postponement of Claim executed April 15, 2017, in the amount of \$1,290,000.00 by City Wide in favour of RBC, City Wide agreed to pay on demand all indebtedness owed by Fun Park WPG to RBC up to a maximum amount of

\$1,290,000.00 together with interest from the date of demand for payment at a rate of RBC's prime rate plus 5.0% per annum (the "**First City Wide WPG Guarantee**"). City Wide further agreed to pay all legal costs incurred by or on behalf of RBC in the enforcement of the First City Wide WPG Guarantee on a solicitor and own client basis. The First City Wide WPG Guarantee is secured by way of a general security interest granted by City Wide in favour of RBC, dated April 15, 2017 (the "**City Wide WPG GSA**"). Attached hereto and marked as **Exhibit "P"** to this my Affidavit is a true copy of the First City Wide WPG Guarantee and the City Wide WPG GSA.

41. By a further Guarantee and Postponement of Claim executed April 15, 2017, in the amount of \$1,290,000.00 by City Wide in favour of RBC, City Wide agreed to pay on demand all indebtedness owed by Fun Park WPG to RBC up to a maximum amount of \$1,290,000.00 together with interest from the date of demand for payment at a rate of RBC's prime rate plus 3.0% per annum (the "**Second City Wide WPG Guarantee**"). City Wide further agreed to pay all legal costs incurred by or on behalf of RBC in the enforcement of the Second City Wide WPG Guarantee on a solicitor and own client basis. The Second City Wide WPG Guarantee is secured by way of the City Wide WPG GSA, which is previously appended to this Affidavit at Exhibit "P". Attached hereto and marked as **Exhibit "Q"** to this my Affidavit is a true copy of Second City Wide WPG Guarantee.
42. By a Guarantee and Postponement of Claim executed April 15, 2017, in the amount of \$1,290,000.00 by Fun Park EDM in favour of RBC, Fun Park EDM agreed to pay on demand all indebtedness owed by Fun Park WPG to RBC up to a maximum amount of \$1,290,000.00 together with interest from the date of demand for payment at a rate of RBC's prime rate plus 5.0% per annum (the "**First Fun Park EDM WPG Guarantee**"). Fun Park EDM further agreed to pay all legal costs incurred by or on behalf of RBC in the enforcement of the First Fun Park EDM WPG Guarantee on a solicitor and own client basis. The First Fun Park EDM WPG Guarantee is secured by way of the Fun Park EDM GSA, which is previously appended to this Affidavit at Exhibit "J". Attached hereto and marked as **Exhibit "R"** to this my Affidavit is a true copy of First Fun Park EDM WPG Guarantee.

43. By a further Guarantee and Postponement of Claim executed April 15, 2017, in the amount of \$1,290,000.00 by Fun Park EDM in favour of RBC, Fun Park EDM agreed to pay on demand all indebtedness owed by Fun Park WPG to RBC up to a maximum amount of \$1,290,000.00 together with interest from the date of demand for payment at a rate of RBC's prime rate plus 3.0% per annum (the "**Second Fun Park EDM WPG Guarantee**"). Fun Park EDM further agreed to pay all legal costs incurred by or on behalf of RBC in the enforcement of the Second Fun Park EDM WPG Guarantee on a solicitor and own client basis. The Second Fun Park EDM WPG Guarantee is secured by way of the Fun Park EDM GSA, which is previously appended to this Affidavit at Exhibit "J". Attached hereto and marked as **Exhibit "S"** to this my Affidavit is a true copy of Second Fun Park EDM WPG Guarantee.
44. By a Guarantee and Postponement of Claim executed April 15, 2016, in the amount of \$1,290,000.00 by Bhatthal, Athwal and Gill in favour of RBC, Bhatthal, Athwal and Gill agreed to pay on demand all indebtedness owed by Fun Park WPG to RBC up to a maximum amount of \$1,290,000.00 together with interest from the date of demand for payment at a rate of RBC's prime rate plus 5.0% per annum (the "**Individual WPG Guarantee**"). Bhatthal, Athwal and Gill further agreed to pay all legal costs incurred by or on behalf of RBC in the enforcement of the Individual WPG Guarantee on a solicitor and own client basis. Attached hereto and marked as **Exhibit "T"** to this my Affidavit is a true copy of Individual WPG Guarantee.
45. The City Wide EDM Guarantee, First City Wide WPG Guarantee, Second City Wide WPG Guarantee, First Fun Park EDM WPG Guarantee, Second Fun Park EDM WPG Guarantee, Individual EDM Guarantee and Individual WPG Guarantee are collectively referred to herein as the "**Guarantees**".

Default Under the EDM and WPG Financing Agreements and Demands for Payment

A. Demands to Fun Park EDM and Fun Park WPG

46. By a letter dated August 28, 2019, from its legal counsel, MLTA, RBC demanded immediate payment of the EDM Debt in full from Fun Park EDM (the "**First Fun Park**

EDM Demand Letter"). The First Fun Park EDM Demand Letter noted that Fun Park EDM had defaulted under the terms of the EDM Financing Agreements. Enclosed with the First Fun Park EDM Demand Letter was a Notice of Intention to Enforce Security pursuant to section 244 of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 ("**BIA**"). Attached hereto and marked as **Exhibit "U"** to this my Affidavit is a true copy of the First Fun Park EDM Demand Letter.

47. By a second letter dated October 11, 2019, from its legal counsel, MLTA, RBC demanded immediate payment of the EDM Debt in full from Fun Park EDM (the "**Second Fun Park EDM Demand Letter**"). The Second Fun Park EDM Demand Letter noted that Fun Park EDM had defaulted under the terms of the EDM Financing Agreements. Enclosed with the Second Fun Park EDM Demand Letter was a Notice of Intention to Enforce Security pursuant to section 244 of BIA. Attached hereto and marked as **Exhibit "V"** to this my Affidavit is a true copy of the Second Fun Park EDM Demand Letter.
48. By a letter dated August 28, 2019, from its legal counsel, MLTA, RBC demanded immediate payment of the WPG Debt in full from Fun Park WPG (the "**First Fun Park WPG Demand Letter**"). The First Fun Park WPG Demand Letter noted that Fun Park WPG had defaulted under the terms of the WPG Financing Agreements. Enclosed with the First Fun Park WPG Demand Letter was a Notice of Intention to Enforce Security pursuant to section 244 of the BIA. Attached hereto and marked as **Exhibit "W"** to this my Affidavit is a true copy of the First Fun Park WPG Demand Letter.
49. By a second letter dated October 11, 2019, from its legal counsel, MLTA, RBC demanded immediate payment of the WPG Debt in full from Fun Park WPG (the "**Second Fun Park WPG Demand Letter**"). The Second Fun Park WPG Demand Letter noted that Fun Park WPG had defaulted under the terms of the WPG Financing Agreements. Enclosed with the Second Fun Park WPG Demand Letter was a Notice of Intention to Enforce Security pursuant to section 244 of the BIA. Attached hereto and marked as **Exhibit "X"** to this my Affidavit is a true copy of the Second Fun Park WPG Demand Letter.

B. Demands to Guarantors of the EDM Debt

50. By a letter dated August 28, 2019, from its legal counsel, MLTA, RBC demanded immediate payment of the EDM Debt in full from City Wide (the "**City Wide EDM Demand Letter**"). The City Wide EDM Demand Letter noted that Fun Park EDM had defaulted under the terms of the EDM Financing Agreements. The City Wide EDM Demand Letter further noted City Wide's obligations under the City Wide EDM Guarantee, and demanded payment of the EDM Debt pursuant to City Wide's obligations under the City Wide EDM Guarantee. Attached hereto and marked as **Exhibit "Y"** to this my Affidavit is a true copy of the City Wide EDM Demand Letter.
51. By a letter dated August 28, 2019, from its legal counsel, MLTA, RBC demanded immediate payment of the EDM Debt in full from Bhatthal (the "**Bhatthal EDM Demand Letter**"). The Bhatthal EDM Demand Letter noted that Fun Park EDM had defaulted under the terms of the EDM Financing Agreements. The Bhatthal EDM Demand Letter further noted Bhatthal's obligations under the Individual EDM Guarantee, and demanded payment of the EDM Debt pursuant to Bhatthal's obligations under the Individual EDM Guarantee. Attached hereto and marked as **Exhibit "Z"** to this my Affidavit is a true copy of the Bhatthal EDM Demand Letter.
52. By a letter dated August 28, 2019, from its legal counsel, MLTA, RBC demanded immediate payment of the EDM Debt in full from Athwal (the "**Athwal EDM Demand Letter**"). The Athwal EDM Demand Letter noted that Fun Park EDM had defaulted under the terms of the EDM Financing Agreements. The Athwal EDM Demand Letter further noted Athwal's obligations under the Individual EDM Guarantee, and demanded payment of the EDM Debt pursuant to Athwal's obligations under the Individual EDM Guarantee. Attached hereto and marked as **Exhibit "AA"** to this my Affidavit is a true copy of the Athwal EDM Demand Letter.
53. By a letter dated August 28, 2019, from its legal counsel, MLTA, RBC demanded immediate payment of the EDM Debt in full from Gill (the "**Gill EDM Demand Letter**"). The Gill EDM Demand Letter noted that Fun Park EDM had defaulted under the terms of the EDM Financing Agreements. The Gill EDM Demand Letter further

noted Gill's obligations under the Individual EDM Guarantee, and demanded payment of the EDM Debt pursuant to Gill's obligations under the Individual EDM Guarantee. Attached hereto and marked as **Exhibit "BB"** to this my Affidavit is a true copy of the Gill EDM Demand Letter.

C. Demands to Guarantors of the WPG Debt

54. The First Fun Park WPG Demand Letter issued on August 28, 2019 to Fun Park EDM (as set out at Exhibit "X" of this Affidavit) and the Second Fun Park WPG Demand Letter issued on October 11, 2019 to Fun Park EDM (as set out at Exhibit "Y" of this Affidavit) both noted Fun Park EDM's obligations under the First Fun Park EDM WPG Guarantee and the Second Fun Park EDM WPG Guarantee, and demanded payment of the WPG Debt pursuant to Fun Park EDM's obligations under the First Fun Park EDM WPG Guarantee and the Second Fun Park EDM WPG Guarantee.
55. By a letter dated August 28, 2019, from its legal counsel, MLTA, RBC demanded immediate payment of the WPG Debt from City Wide (the "**First City Wide WPG Demand Letter**"). The First City Wide WPG Demand Letter noted that Fun Park WPG had defaulted under the terms of the WPG Financing Agreements. The First City Wide WPG Demand Letter further noted City Wide's obligations under the First City Wide WPG Guarantee, and demanded payment of the WPG Debt pursuant to City Wide's obligations under the First City Wide WPG Guarantee. Attached hereto and marked as **Exhibit "CC"** to this my Affidavit is a true copy of the First City Wide WPG Demand Letter.
56. By a letter dated October 11, 2019, from its legal counsel, MLTA, RBC demanded immediate payment of the WPG Debt from City Wide (the "**Second City Wide WPG Demand Letter**"). The Second City Wide WPG Demand Letter noted that Fun Park WPG had defaulted under the terms of the WPG Financing Agreements. The Second City Wide WPG Demand Letter further noted City Wide's obligations under the Second City Wide WPG Guarantee, and demanded payment of the WPG Debt pursuant to City Wide's obligations under the Second City Wide WPG Guarantee. Attached hereto and marked as

Exhibit "DD" to this my Affidavit is a true copy of the Second City Wide WPG Demand Letter.

57. By a letter dated August 28, 2019, from its legal counsel, MLTA, RBC demanded immediate payment of the WPG Debt from Bhatthal (the "**First Bhatthal WPG Demand Letter**"). The First Bhatthal WPG Demand Letter noted that Fun Park WPG had defaulted under the terms of the WPG Financing Agreements. The First Bhatthal WPG Demand Letter further noted Bhatthal's obligations under the Individual WPG Guarantee, and demanded payment of the WPG Debt pursuant to Bhatthal's obligations under the Individual WPG Guarantee. Attached hereto and marked as **Exhibit "EE"** to this my Affidavit is a true copy of the First Bhatthal WPG Demand Letter.
58. By a letter dated October 11, 2019, from its legal counsel, MLTA, RBC demanded immediate payment of the WPG Debt from Bhatthal (the "**Second Bhatthal WPG Demand Letter**"). The Second Bhatthal WPG Demand Letter noted that Fun Park WPG had defaulted under the terms of the WPG Financing Agreements. The Second Bhatthal WPG Demand Letter further noted Bhatthal's obligations under the Individual WPG Guarantee, and demanded payment of the WPG Debt pursuant to Bhatthal's obligations under the Individual WPG Guarantee. Attached hereto and marked as **Exhibit "FF"** to this my Affidavit is a true copy of the Second Bhatthal WPG Demand Letter.
59. By a letter dated August 28, 2019, from its legal counsel, MLTA, RBC demanded immediate payment of the WPG Debt from Athwal (the "**First Athwal WPG Demand Letter**"). The First Athwal WPG Demand Letter noted that Fun Park WPG had defaulted under the terms of the WPG Financing Agreements. The First Athwal WPG Demand Letter further noted Athwal's obligations under the Individual WPG Guarantee, and demanded payment of the WPG Debt pursuant to Athwal's obligations under the Individual WPG Guarantee. Attached hereto and marked as **Exhibit "GG"** to this my Affidavit is a true copy of the First Athwal WPG Demand Letter.

60. By a letter dated October 11, 2019, from its legal counsel, MLTA, RBC demanded immediate payment of the WPG Debt from Athwal (the "**Second Athwal WPG Demand Letter**"). The Second Athwal WPG Demand Letter noted that Fun Park WPG had defaulted under the terms of the WPG Financing Agreements. The Second Athwal WPG Demand Letter further noted Athwal's obligations under the Individual WPG Guarantee, and demanded payment of the WPG Debt pursuant to Athwal's obligations under the Individual WPG Guarantee. Attached hereto and marked as **Exhibit "HH"** to this my Affidavit is a true copy of the Second Athwal WPG Demand Letter.
61. By a letter dated August 28, 2019, from its legal counsel, MLTA, RBC demanded immediate payment of the WPG Debt from Gill (the "**First Gill WPG Demand Letter**"). The First Gill WPG Demand Letter noted that Fun Park WPG had defaulted under the terms of the WPG Financing Agreements. The First Gill WPG Demand Letter further noted Gill's obligations under the Individual WPG Guarantee, and demanded payment of the WPG Debt pursuant to Gill's obligations under the Individual WPG Guarantee. Attached hereto and marked as **Exhibit "II"** to this my Affidavit is a true copy of the First Gill WPG Demand Letter.
62. By a letter dated October 11, 2019, from its legal counsel, MLTA, RBC demanded immediate payment of the WPG Debt from Gill (the "**Second Gill WPG Demand Letter**"). The Second Gill WPG Demand Letter noted that Fun Park WPG had defaulted under the terms of the WPG Financing Agreements. The Second Gill WPG Demand Letter further noted Gill's obligations under the Individual WPG Guarantee, and demanded payment of the WPG Debt pursuant to Gill's obligations under the Individual WPG Guarantee. Attached hereto and marked as **Exhibit "JJ"** to this my Affidavit is a true copy of the Second Gill WPG Demand Letter.

Forbearance Agreement

63. On or about November 12, 2019, RBC and the Defendants entered into a forbearance agreement, which was amended and extended four times (collectively the "**Forbearance Agreement**"). Attached hereto and marked as **Exhibit "KK"** to this my Affidavit is a true copy of the Forbearance Agreement.

64. Pursuant to the terms of the Forbearance Agreement, RBC received payments from FUN Park EDM and Fun Park WPG totalling \$125,000.00, which amount RBC applied to and accounted for in respect of the Debt.
65. The Forbearance Agreement expired on September 16, 2020.
66. Appended to the Forbearance Agreement were, among other things, a consent judgment in this Action (the “**Judgment**”) and a consent receivership order in this Action (the “**Receivership Order**”), both fully executed by the Defendants, or any of them.

Defaults Under the Financing Agreements and Guarantees

67. Fun Park EDM and Fun Park WPG are each in default of their respective obligations under the terms of the EDM Financing Agreements and the WPG Financing Agreements, and each of Fun Park EDM and Fun Park WPG are in default of their respective obligations under the terms of the Security, which defaults include, but are not limited to:
 - (a) failing to abide by financial covenants;
 - (b) failing to pay the EDM Credit Facilities and the WPG Credit Facilities upon RBC's demand; and
 - (c) generally failing to pay their respective debts as such debts become due.
68. Each of City Wide, Fun Park EDM, Bhatthal, Athwal, and Gill are in default of their respective obligations under the Guarantees of the Debt, including, but not limited to, failing to pay amounts owing to RBC under the Guarantees of the Debt upon demand.
69. The Defendants have failed, refused or neglected to pay the Debt to RBC, or any part thereof, and the full amount remains justly due and owing.

Appointment of a Receiver

70. The Fun Park EDM GSA, the Fun Park WPG GSA, the City Wide EDM GSA, and the City Wide WPG GSA respectively create a charge on all of the personal and real property of Fun Park EDM, Fun Park WPG, and City Wide respectively. The Fun Park EDM

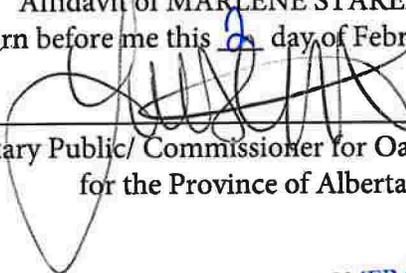
GSA, the Fun Park WPG GSA, the City Wide EDM GSA, and the City Wide WPG GSA respectively provide for the appointment of a Receiver and Manager over the undertakings, property and assets of Fun Park EDM, Fun Park WPG, and City Wide.

71. Fun Park EDM and Fun Park WPG are in default of their respective obligations under the EDM Financing Agreements, the WPG Financing Agreements, the Fun Park EDM GSA and the Fun Park WPG GSA. City Wide is in default of its obligations under the City Wide EDM GSA and the City Wide WPG GSA.
72. As a result of the facts deposed to above, RBC is concerned about the erosion of RBC's security and the preservation of collateral. RBC has lost confidence in the ability of management of Fun Park EDM and Fun Park WPG to obtain refinancing or continue to operate their businesses.
73. The Corporate Debtors and City Wide consented to the appointment of a Receiver pursuant to the terms of the Consent Receivership Order.
74. Article 4.9 of the Forbearance Agreement expressly permits RBC to have the Consent Receivership Order entered with this Court in the event that the Defendants do not cooperate with the forbearance process, including repayment of the Debt on or before the end of the forbearance period.

Total Outstanding Amounts

75. The Debt totals the sum of \$2,311,769.88 as of February 1, 2021 inclusive of interest and billed legal fees as at January 31, 2021.
76. On November 30, 2020, this Court granted the Consent Judgment and it was filed with the Clerk of the Court on December 15, 2020.
77. Pursuant to discussions with RBC's legal counsel, MLTA, I am advised and verily believe that on January 8, 2021, the Consent Judgment was recognized in the Province of Manitoba pursuant to *The Reciprocal Enforcement of Judgments Act* (Manitoba), CCSM c J20.

This is Exhibit "A" referred to in the
Affidavit of MARLENE STARENKY
Sworn before me this 2 day of February, 2021



Notary Public/ Commissioner for Oaths in and
for the Province of Alberta

TRISTEN POMERANCE
Barrister and Solicitor

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

Date of Search: 2021/02/01
 Time of Search: 10:34 AM
 Search provided by: MLT AIKINS LLP
 Service Request Number: 34784875
 Customer Reference Number: 1480.208

Corporate Access Number: 2019652490
Business Number: 759739295
Legal Entity Name: FUN PARK AMUSEMENT CENTER LTD.

Name History:

Previous Legal Entity Name	Date of Name Change (YYYY/MM/DD)
JUMP PARK TRAMPOLINE LTD.	2017/11/16

Legal Entity Status: Active
Alberta Corporation Type: Named Alberta Corporation
Registration Date: 2016/04/21 YYYY/MM/DD
Date of Last Status Change: 2018/07/03 YYYY/MM/DD

Registered Office:

Street: 3668 30 ST NW
City: EDMONTON
Province: ALBERTA
Postal Code: T6T1K3

Records Address:

Street: 3668 30 ST NW
City: EDMONTON
Province: ALBERTA
Postal Code: T6T1K3

Email Address: BAL@FUNPARKCANADA.CA

Directors:

Last Name: ATHWAL
First Name: BALJOT
Middle Name: SINGH
Street/Box Number: 3668-30 STREET NW

City: EDMONTON
Province: ALBERTA
Postal Code: T6T1K3

Last Name: BHATTHAL
First Name: MANPREET
Street/Box Number: 719 KIRKNESS ROAD NW
City: EDMONTON
Province: ALBERTA
Postal Code: T5Y2Y8

Last Name: GILL
First Name: RANJIT
Middle Name: SINGH
Street/Box Number: 6015-165 AVENUE NW
City: EDMONTON
Province: ALBERTA
Postal Code: T5Y0A9

Voting Shareholders:

Legal Entity Name: CITY WIDE ENTERTAINMENT GROUP INC.
Corporate Access Number: 2019685193
Street: 2900-10180 101 ST
City: EDMONTON
Province: ALBERTA
Postal Code: T5J3V5
Percent Of Voting Shares: 100

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: 100 CLASS "A" VOTING SHARES
Share Transfers Restrictions: NONE
Min Number Of Directors: 1
Max Number Of Directors: 3
Business Restricted To: NONE
Business Restricted From: NONE
Other Provisions: NONE

Associated Registrations under the Partnership Act:

Trade Partner Name	Registration Number
FUN PARK AMUSEMENT CENTRE	TN20712311

Other Information:

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2019	2019/06/07

Outstanding Returns:

Annual returns are outstanding for the 2020 file year(s).

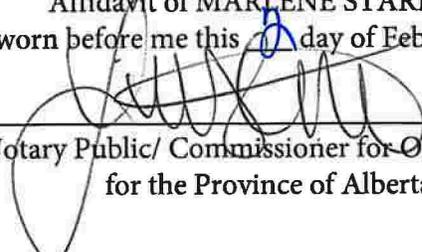
Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2016/04/21	Incorporate Alberta Corporation
2017/11/16	Name Change Alberta Corporation
2018/06/02	Status Changed to Start for Failure to File Annual Returns
2019/06/07	Enter Annual Returns for Alberta and Extra-Provincial Corp.
2020/02/22	Update BN
2020/09/11	Change Address

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



This is Exhibit "B" referred to in the
Affidavit of MARLENE STARENKY
Sworn before me this 10 day of February, 2021



Notary Public/ Commissioner for Oaths in and
for the Province of Alberta

TRISTEN POMERANCE
Barrister and Solicitor



File Summary

Registry No : 7455021
Entity Name : FUN PARK AMUSEMENT CENTER (WINNIPEG) LTD.
 As of : 01-Feb-2021

Entity Name : FUN PARK AMUSEMENT CENTER (WINNIPEG) LTD.
Registry No : 7455021
Business No : 732160528MC0001
Current Status : Active (New Name)

Entity Type : BUSINESS CORPORATION
Entity Sub Type : MB SHARE CORPORATION

Incorp/Amalg Date : 20-Jan-2017
Home Jurisdiction : MANITOBA
Annual Return/Renewal Date : 28-Feb-2021
Year of Last A/R - Renewal : 2020
Nature of Business : OPERATION OF TRAMPOLINE AND INDOOR TREE HOUSE THEME PARK
NAICS Code : 71311

Registered Office Address :
Effective date, if changing address : 23-Jul-2018
Address : THOMPSON DORFMAN SWEATMAN LLP, 1700-242 HARGRAVE STREET
City/Province : WINNIPEG, MB
Country/Postal Code : CANADA, R3C 0V1

Mailing Address :
Name :
Address : THOMPSON DORFMAN SWEATMAN LLP, 1700-242 HARGRAVE STREET
City/Province : WINNIPEG, MB
Country/Postal Code : CANADA, R3C 0V1

Director Information :
Name : ATHWAL, BALJOT SINGH
Address : 3668-30 STREET NW
City/Province : EDMONTON, AB
Country/Postal Code : CANADA, T6T 1K3
Name : BHATTHAL, MANPREET
Address : 719 KIRKNESS ROAD NW
City/Province : EDMONTON, AB
Country/Postal Code : CANADA, T5Y 2Y8
Name : GILL, RANJIT SINGH
Address : 6015-165 AVENUE NW
City/Province : EDMONTON, AB
Country/Postal Code : CANADA, T5Y 0A9

Officer Information :
Name : ATHWAL, BALJOT SINGH
Address : 3668-30 STREET NW
City/Province : EDMONTON, AB

Country/Postal Code : CANADA, T6T 1K3
 Position Held as Officer : PRESIDENT
 Name : BHATTHAL, MANPREET
 Address : 719 KIRKNESS ROAD NW
 City/Province : EDMONTON, AB
 Country/Postal Code : CANADA, T5Y 2Y8
 Position Held as Officer : TREASURER
 Name : GILL, RANJIT SINGH
 Address : 6015-165 AVENUE NW
 City/Province : EDMONTON, AB
 Country/Postal Code : CANADA, T5Y 0A9
 Position Held as Officer : SECRETARY

Shareholders Information (holders of 10% or more of Issued Voting Shares) :

Firm Name : CITY WIDE ENTERTAINMENT GROUP INC.
 Class Name : COM A
 Shares Held : 100.00

Share Structure :

Class	Authorized Number
COM A	UNLIMITED
COM B	UNLIMITED
COM C	UNLIMITED
COM D	UNLIMITED
PREF A	UNLIMITED
PREF B	UNLIMITED
PREF C	UNLIMITED

Shares are distributed to the public :No

Power(s) of Attorney :

Name : AGAR, GLEN W.
 Address : 1700-242 HARGRAVE STREET
 City/Province : WINNIPEG, MB
 Country/Postal Code : CANADA, R3C 0V1

Name History :

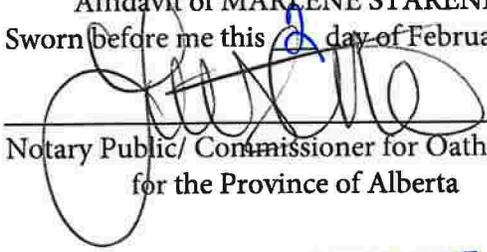
Previous Name : JUMP PARK TRAMPOLINE (WINNIPEG) LTD.
 Date of Change : 22-Oct-2018

Event History :

Event	Date :	Filing Year :
FILINGS RECORDED IN THE PREVIOUS SYSTEM ARE NOT INCLUDED	13-Apr-2018	
CORRECTION	16-Apr-2018	2018
ANNUAL RETURN (Filed on the Web)	22-Oct-2018	
NAME CHANGE	25-Mar-2019	2019
ANNUAL RETURN (Filed on the Web)	19-Mar-2020	
COMPLIANCE STATUS - DEFAULT	07-Jul-2020	2020
ANNUAL RETURN (Filed on the Web)		

The accuracy of this information is not guaranteed. In particular, it is possible that certain filings have been received which have not yet been updated onto the system. You should consult original documents or obtain appropriate certificates when you need to be certain of information.

This is Exhibit "C" referred to in the
Affidavit of MARLENE STARENKY
Sworn before me this 2 day of February, 2021



Notary Public/ Commissioner for Oaths in and
for the Province of Alberta

TRISTEN POMERANCE
Barrister and Solicitor

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

Date of Search: 2021/02/01
Time of Search: 10:35 AM
Search provided by: MLT AIKINS LLP
Service Request Number: 34784892
Customer Reference Number: 1480.208

Corporate Access Number: 2019685193

Business Number:

Legal Entity Name: CITY WIDE ENTERTAINMENT GROUP INC.

Legal Entity Status: Active

Alberta Corporation Type: Named Alberta Corporation

Registration Date: 2016/05/09 YYYY/MM/DD

Date of Last Status Change: 2018/07/04 YYYY/MM/DD

Registered Office:

Street: 3668 30 ST NW
City: EDMONTON
Province: ALBERTA
Postal Code: T6T1K3

Records Address:

Street: 3668 30 ST NW
City: EDMONTON
Province: ALBERTA
Postal Code: T6T1K3

Email Address: BAL@FUNPARKCANADA.CA

Directors:

Last Name: ATHWAL
First Name: BALJOT
Street/Box Number: 3668-30 ST
City: EDMONTON
Province: ALBERTA
Postal Code: T6T1K3

Last Name: BHATTHAL
First Name: MANPREET

Street/Box Number: 719 KIRKNESS RD NW
City: EDMONTON
Province: ALBERTA
Postal Code: T5Y2Y8

Last Name: GILL
First Name: RANJIT
Middle Name: SINGH
Street/Box Number: 6015-165 AVE
City: EDMONTON
Province: ALBERTA
Postal Code: T5Y0A9

Voting Shareholders:

Legal Entity Name: 2137842 ALBERTA LTD.
Corporate Access Number: 2021378423
Street: 3668 30 ST
City: EDMONTON
Province: ALBERTA
Postal Code: T6T1K3
Percent Of Voting Shares: 33.33

Legal Entity Name: 2137849 ALBERTA LTD.
Corporate Access Number: 2021378498
Street: 719 KIRKNESS RD
City: EDMONTON
Province: ALBERTA
Postal Code: T5Y2Y8
Percent Of Voting Shares: 33.33

Legal Entity Name: 2137853 ALBERTA LTD.
Corporate Access Number: 2021378530
Street: 6015 165 AVE
City: EDMONTON
Province: ALBERTA
Postal Code: T5Y0A9
Percent Of Voting Shares: 33.33

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: SEE ELECTRONIC ATTACHMENT
Share Transfers Restrictions: SEE ELECTRONIC ATTACHMENT
Min Number Of Directors: 1
Max Number Of Directors: 9
Business Restricted To: NONE
Business Restricted From: NONE
Other Provisions: SEE ELECTRONIC ATTACHMENT

Holding Shares In:

Legal Entity Name
FUN PARK AMUSEMENT CENTER LTD.
FUN PARK AMUSEMENT CENTER (CALGARY) LTD.
2005298 ALBERTA LTD.
2057038 ALBERTA LTD.

Other Information:

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2019	2019/07/09

Outstanding Returns:

Annual returns are outstanding for the 2020 file year(s).

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2016/05/09	Incorporate Alberta Corporation
2018/07/02	Status Changed to Start for Failure to File Annual Returns
2019/07/09	Enter Annual Returns for Alberta and Extra-Provincial Corp.
2020/09/11	Change Address

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2016/05/09
Restrictions on Share Transfers	ELECTRONIC	2016/05/09

Other Rules or Provisions

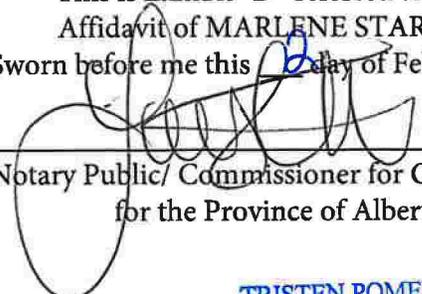
ELECTRONIC

2016/05/09

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



This is Exhibit "D" referred to in the
Affidavit of MARLENE STARENKY
Sworn before me this 2 day of February, 2021



Notary Public/ Commissioner for Oaths in and
for the Province of Alberta

TRISTEN POMERANCE
Barrister and Solicitor

ROYAL BANK OF CANADA LOAN AGREEMENT
DATE: August 11, 2016

BORROWER: JUMP PARK TRAMPOLINE LTD.	SRF: 569908395
ADDRESS (Street, City/Town, Province, Postal Code) 3668 -30 Street NW Edmonton, AB T6T 1K3	

Royal Bank of Canada (the "**Bank**") hereby confirms to the undersigned (the "**Borrower**") the following credit facilities (the "**Credit Facilities**"), banking services and other products subject to the terms and conditions set forth below and in the standard terms provided herewith (collectively the "**Agreement**"). The Credit Facilities are made available at the sole discretion of the Bank and the Bank may cancel or restrict availability of any unutilized portion of these facilities at any time and from time to time without notice.

CREDIT FACILITIES

Facility #1 **Revolving demand facility in the amount of \$50,000.00, available by way of RBP based loans.**

Minimum retained balance \$0.00

Revolved by the Bank in increments of \$5,000.00

Interest rate: RBP + 3.12% per annum. Interest payable monthly, in arrears, on the same day each month as determined by the Bank.

Margined: Yes [] No [X]

Facility #2 **VISA business to a maximum of \$25,000.00** will be governed by this Agreement and separate agreements between the Borrower and the Bank. In the event of a conflict between this Agreement and any such separate agreement, the terms of the separate agreement will govern.

SECURITY

Security for the Borrowings and all other obligations of the Borrower to the Bank (collectively, the "**Security**"), shall include:

- Guarantee and postponement of claim on the Bank's form 812 in the amount of \$755,000.00 signed by Manpreet Bhatthal, Baljot Athwal and Ranjit Singh Gill;
- Guarantee and postponement of claim on the Bank's form 812 in the amount of \$755,000.00 signed by City Wide Entertainment Group Inc., supported by a general security agreement on the Bank's form 924 constituting a first ranking security interest in all personal property of City Wide Entertainment Group Inc.;
- Postponement and assignment of claim on the Bank's form 918 signed by Manpreet Bhatthal;
- Postponement and assignment of claim on the Bank's form 918 signed by Baljot Athwal;
- Postponement and assignment of claim on the Bank's form 918 signed by Ranjit Singh Gill;
- Postponement and assignment of claim on the Bank's form 918 signed by City Wide Entertainment Group Inc.;
- General security agreement on the Bank's form 924 signed by the Borrower constituting a first ranking security interest in all personal property of the Borrower.

FEES

Annual renewal fee of \$500.00 payable upon acceptance of this Agreement or as agreed upon between the Borrower and the Bank.

Arrangement fee of \$800.00 payable upon acceptance of this Agreement or as agreed upon between the Borrower and the Bank.

Management fee of \$75.00 payable in arrears on the same day each month.

REPORTING REQUIREMENTS

The Borrower will provide to the Bank:

- Annual notice to reader financial statements for the Borrower, within 90 days of each fiscal year end;

* Registered trademark of Royal Bank of Canada.

- b) Annual personal statement of affairs for all Guarantors, who are individuals, within 90 days of the end of every fiscal year of the Borrower, commencing with the fiscal year ending in 2017;
- c) Such other financial and operating statements and reports as and when the Bank may reasonably require.

OTHER INFORMATION/REQUIREMENTS

- 1. In no event will the Credit Facilities or any part thereof be available unless the Bank has received:
 - a) Evidence, satisfactory to the Bank, of equity injection in the Borrower in a minimum amount of \$227,000.00.

EVENTS OF DEFAULT

Without affecting or limiting the right of the Bank to terminate or demand payment of, or to cancel or restrict availability of any unutilized portion of, any demand or other discretionary facility, each Event of Default shall entitle the Bank, in its sole discretion, to cancel any Credit Facilities, demand immediate repayment in full of any amounts outstanding under any term facility, together with outstanding accrued interest and any other indebtedness under or with respect to any term facility, and to realize on all or any portion of any Security. The term Event of Default has the meaning set out in the Loan Agreement Standard Terms (Form 472) and includes, without limitation, each of i) failure of the Borrower to pay any principal, interest or other amount when due pursuant to this Agreement, ii) failure of the Borrower to observe any covenant, condition or provision contained in this Agreement or in any documentation relating hereto or to the Security and iii) if in the opinion of the Bank there is a material adverse change in the financial condition, ownership structure or composition or operation of the Borrower, or any Guarantor if applicable.

BUSINESS LOAN INSURANCE PLAN

The Borrower hereby acknowledges that the Bank has offered it group creditor insurance coverage on the Borrowings under the Business Loan Insurance Plan and the Borrower hereby acknowledges that it is the Borrower's responsibility to apply for any new or increased insurance amount for the Borrowings that may be eligible.

If the Borrower decides to apply for insurance on the Borrowings, the application will be made via the Bank's Business Loan Insurance Plan application (form 3460 ENG or 53460 FRE). If the Borrower has existing uninsured Borrowings and decides not to apply for Business Loan Insurance Plan coverage on any new Borrowings, it hereby acknowledges that the Bank may accept the Borrower's signature below as the Borrower's waiver of the Bank's offer to apply for Business Loan Insurance Plan coverage on all such Borrowings, and that all such Borrowings are not insured under the Policy as at the date of acceptance of this Agreement.

If the Borrower has Business Loan Insurance Plan coverage on previously approved Borrowings, such coverage will be applied automatically to all new Borrowings eligible for Business Loan Insurance Plan coverage that share the same loan account number, up to the approved amount of Business Loan Insurance Plan coverage. This Agreement cannot be used to waive coverage on new Borrowings eligible for Business Loan Insurance Plan coverage if Business Loan Insurance Plan coverage is in effect on the Borrower's existing Borrowings. If the Borrower does not want Business Loan Insurance Plan coverage to apply to any new Borrowings, a different loan account number will need to be set up and all uninsured loans attached to it.

If the Borrower has existing Borrowings to which Business Loan Insurance Plan coverage applies, and any new Borrowings would exceed the approved amount of Business Loan Insurance Plan coverage already in place, the Borrower must apply for additional Business Loan Insurance Plan coverage (if eligible) in order for Business Loan Insurance Plan coverage to apply to any new Borrowings. If the Borrower decides not to apply for additional Business Loan Insurance Plan coverage in respect of any new Borrowings (if eligible), the Borrower hereby acknowledges that the Bank may accept the Borrower's signature below as the Borrower's waiver of the Bank's offer to apply for additional Business Loan Insurance Plan coverage on such new Borrowings and that such new Borrowings are not insured under the Policy as at the date the Borrower executes this Agreement.

If there are any discrepancies between the insurance information in this Agreement and the Business Loan Insurance Plan documents regarding the Borrowings, the Business Loan Insurance Plan documents govern.

Business Loan Insurance Plan premiums (plus applicable taxes), will be taken as a separate payment, directly from the bank account associated with the loan, at the same frequency and schedule as your regular loan payments, where applicable. As premiums are based on the outstanding loan balance and the insured person's age at the time the premiums are due, the cost of Business Loan Insurance Plan coverage may increase during the term of the loan. The premium calculation is set out in the Business Loan Insurance Plan terms and conditions provided to the Borrower at the

* Registered trademark of Royal Bank of Canada

time the application for Business Loan Insurance Plan coverage was completed. Refer to the terms and conditions (form 3460 ENG or 53460 FRE) for further explanation and disclosure.

STANDARD TERMS

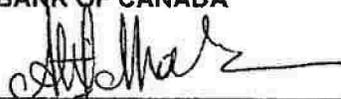
The following standard terms have been provided to the Borrower:

- Form 472 (03/2016) Royal Bank of Canada Loan Agreement - Standard Terms
- Form 473 (05/2013) Royal Bank of Canada Loan Agreement - Margined Account Standard Terms
- Form 473A (03/2011) Royal Bank of Canada Loan Agreement – RBC Covarity Terms and Conditions
- Form 475 (05/2013) Royal Bank of Canada Loan Agreement - Financial Covenants Standard Terms
- Form 476 (05/2013) Royal Bank of Canada Loan Agreement - FEF Contract Standard Terms

ACCEPTANCE

This Agreement is open for acceptance until September 16, 2016, after which date it will be null and void, unless extended in writing by the Bank.

ROYAL BANK OF CANADA

Per: 
 Name: Atif Munawar
 Title: Account Manager

/rj

CONFIRMATION & ACCEPTANCE

The Borrower (i) confirms that it has received a copy of the Royal Bank of Canada Loan Agreement Standard Terms, form 472 (03/2016), as well as all other standard terms which are hereinabove shown as having been delivered to the Borrower, all of which are incorporated in and form an integral part of this Agreement; and (ii) accepts and agrees to be bound by the terms and conditions of this Agreement including all terms and conditions contained in such standard terms.

Confirmed, accepted and agreed this 15th day of August, 2016.

JUMP PARK TRAMPOLINE LTD.

Per: 
 Name: _____
 Title: _____

Per: _____
 Name: _____
 Title: _____

Per: _____
 Name: _____
 Title: _____

* Registered trademark of Royal Bank of Canada.

The following set of standard terms is deemed to be included in and forms an integral part of the Royal Bank of Canada Loan Agreement which refers to standard terms with this document version date, receipt of which has been duly acknowledged by the Borrower. Terms defined elsewhere in this Agreement and not otherwise defined below have the meaning given to such terms as so defined. The Borrower agrees and if the Borrower is comprised of more than one Person, such Persons jointly and severally agree, or in Quebec solidarily agree, with the Bank as follows:

GENERAL

This Agreement amends and restates, without novation, any existing credit or loan agreement between the Borrower and the Bank and any amendments thereto, (other than existing agreements for Other Facilities). Any credit facility existing under any such credit or loan agreement which is secured by security under section 427 of the *Bank Act* (Canada) (or any successor to such provision) is deemed to be continued and renewed, without novation, under the Credit Facilities. Any amount owing by the Borrower to the Bank under any such credit or loan agreement is deemed to be a Borrowing under this Agreement. This Agreement is in addition to, and not in replacement of, agreements for Other Facilities. Any and all Security that has been delivered to the Bank and which is included as Security in this Agreement shall remain in full force and effect, is expressly reserved by the Bank and shall apply in respect of all obligations of the Borrower under the Credit Facilities. The Bank expressly reserves all Security granted to the Bank by the Borrower to secure the Borrower's existing debt towards the Bank, should the execution of this Agreement effect a novation of said debt. Unless otherwise provided, all dollar amounts are in Canadian currency.

CONDITIONS PRECEDENT

In no event will the Credit Facilities or any part thereof be available unless the Bank has received:

- a) a duly executed copy of this Agreement;
- b) the Security provided for herein, in form and substance, and executed and registered to the satisfaction of the Bank;
- c) such financial and other information or documents relating to the Borrower or any Guarantor if applicable as the Bank may reasonably require; and
- d) such other authorizations, approvals, opinions and documentation as the Bank may reasonably require.

AVAILABILITY

Revolving demand facilities: The Borrower may borrow, convert, repay and reborrow up to the amount of each revolving demand facility (subject to Margin where applicable) provided each facility is made available at the sole discretion of the Bank and the Bank may cancel or restrict the availability of any unutilized portion at any time and from time to time without notice.

Term facilities: The Borrower may borrow up to the amount of each term facility provided these facilities are made available at the sole discretion of the Bank and the Bank may cancel or restrict availability of any unutilized portion of these facilities at any time and from time to time without notice.

LOAN REVOLVEMENT

If the Credit Facilities include a revolving demand facility by way of RBP and/or RBUSBR based loans, the Borrower shall establish a current account in Canadian currency, and, where RBUSBR based loans are made available, in US currency (each a "General Account") for the conduct of the Borrower's day-to-day banking business. The Borrower authorizes the Bank daily or otherwise as and when determined by the Bank to ascertain the balance of any General Account and:

- a) if such position is a debit balance the Bank may, subject to the revolving increment amount and minimum retained balance specified in this Agreement, make available a Borrowing by way of RBP Loans, or RBUSBR Loans as applicable, under this facility;
- b) where the facility is indicated to be Bank revolved, if such position is a credit balance, the Bank may, subject to the revolving increment amount and minimum retained balance specified in this Agreement, apply the amount of such credit balance or any part as a repayment of any Borrowings outstanding by way of RBP Loans, or RBUSBR Loans as applicable, under this facility;
- c) where this facility is indicated to be Borrower revolved, if such position is a credit balance, the Bank will apply repayments on such facility only if so advised and directed by the Borrower;
- d) Overdrafts and Bank revolved facilities by way of RBP Loans, or RBUSBR Loans, are not available on the same General Account.

REPAYMENT

- a) Amounts outstanding under the Credit Facilities, together with interest, shall become due in the manner and at the rates and times specified in or pursuant to this Agreement and shall be paid in the currency of the Borrowing. Amounts due on a day other than a Business Day shall be deemed to be due on the Business Day next following such day.
- b) Unless the Bank otherwise agrees, any payment hereunder must be made in money which is legal tender at the time of payment.
- c) In the case of a demand facility of any kind, the Borrower shall repay all principal sums outstanding under such facility upon demand including, without limitation, an amount equal to the face amount of all LCs and LGs, if applicable, which are unmaturing or unexpired, which amount shall be held by the Bank as security for the Borrower's obligations to the Bank in respect of such Borrowings.
- d) Where any Borrowings are repayable by scheduled blended payments of principal and interest, such payments shall be applied, firstly, to interest due, and the balance, if any, shall be applied to principal outstanding with any balance of such Borrowings being due and payable as and when specified in this Agreement. If any such payment is insufficient to pay all interest then due, the unpaid balance of such interest will be added to such Borrowing, will bear interest at the same rate, and will be payable on demand or on the date specified herein, as the case may be.
- e) Borrowings repayable by way of scheduled payments of principal plus interest shall be so repaid with any balance of such Borrowings being due and payable as and when specified in this Agreement.
- f) For any Borrowings that are repayable by scheduled payments, if the scheduled payment date is changed then the maturity date of the applicable Borrowings shall automatically be amended accordingly.
- g) Without limiting the right of the Bank to terminate or demand payment of or to cancel or restrict availability of any unused portion of any revolving demand tender loan facility, Borrowings by way of tender loans shall be repaid (i) if the tender is not accepted, by returning the relevant draft, or certified cheque, if applicable, to the Bank for cancellation or (ii) if the tender is accepted, by returning the relevant draft, or certified cheque, if applicable, once letters of guarantee or performance bonds are arranged. In the event such draft, or certified cheque, if applicable, is presented for payment, the amount of the draft, or certified cheque, if applicable, will be converted to an RBP based loan with an interest rate of RBP plus 5% per annum.
- h) Should the Bank demand immediate repayment in full of any amounts outstanding under any term facility due to an Event of Default, the Borrower shall immediately repay all principal sums outstanding under such facility and all other obligations in connection with any such term facility.
- i) Except for Borrowings secured by a mortgage, any amount that is not paid when due hereunder shall bear interest until paid at the rate of RBP plus 5% per annum or, in the case of an amount in US currency if applicable, RBUSBR plus 5% per annum. Such interest on overdue amounts shall be computed daily, compounded monthly and shall be payable both before and after any or all of default, maturity, demand and judgement. For Borrowings secured by a mortgage, any amount that is not paid when due hereunder shall bear interest until paid at the same rate as the interest rate applicable to the principal amount of the Borrowings as specified in this Agreement.
- j) In the case of any reducing term loan and/or reducing term facility ("Reducing Term Loan/Facility"), provided that nothing contained in this paragraph shall confer any right of renewal or extension upon the Borrower, the Borrower and the Bank agree that, at the Bank's option, the Bank may provide a letter ("Renewal Letter") to the Borrower setting out the terms upon which the Bank is prepared to extend the Reducing Term Loan/Facility. In the event that the Bank provides a Renewal Letter to the Borrower and the Reducing Term Loan/Facility is not repaid on or before

the maturity date of the applicable Reducing Term Loan/Facility, then at the Bank's option the Reducing Term Loan/Facility shall be automatically renewed on the terms set out in the Renewal Letter and the terms of this Agreement shall be amended accordingly.

PREPAYMENT

Where Borrowings under any term facility are by way of RBP and/or RBUSBR based loans, the Borrower may prepay such Borrowings in whole or in part at any time without fee or premium. Where Borrowings under any term facility are at a fixed interest rate, provided an Event of Default shall not have occurred and be continuing, the Borrower may prepay such Borrowings on a non-cumulative basis up to the percentage indicated in this Agreement of the outstanding principal balance on the day of prepayment, without fee or premium, once per year during the 12 month period from each anniversary date of the Borrowing. Prepayments greater than the amounts provided for herein may be made only with the prior written consent of the Bank and will be subject to a prepayment fee determined by the Bank, in its sole discretion. The prepayment of any Borrowings under a term facility will be made in the reverse order of maturity.

EVIDENCE OF INDEBTEDNESS

The Bank shall maintain accounts and records (the "Accounts") evidencing the Borrowings made available to the Borrower by the Bank under this Agreement. The Bank shall record the principal amount of such Borrowings, the payment of principal and interest on account of the Borrowings, and all other amounts becoming due to the Bank under this Agreement. The Accounts constitute, in the absence of manifest error, conclusive evidence of the indebtedness of the Borrower to the Bank pursuant to this Agreement. The Borrower authorizes and directs the Bank to automatically debit, by mechanical, electronic or manual means, any bank account of the Borrower for all amounts payable under this Agreement, including, but not limited to, the repayment of principal and the payment of interest, fees and all charges for the keeping of such bank accounts.

CALCULATION AND PAYMENT OF INTEREST AND FEES

- a) The Borrower shall pay interest on each Overdraft, RBP and/or RBUSBR based loan monthly in arrears on the same day of each month as determined by the Bank. Such interest will be calculated monthly and will accrue daily on the basis of the actual number of days elapsed and a year of 365 days.
- b) The Borrower shall pay interest on each fixed and/or variable rate term facility in arrears at the applicable rate on such date as agreed upon between the Bank and the Borrower. Such interest will be calculated monthly and will accrue daily on the basis of the actual number of days elapsed and a year of 365 days.
- c) The Borrower shall pay an LC fee on the date of issuance of any LC calculated on the face amount of the LC issued, based upon the number of days in the term and a year of 365 days. If applicable, fees for LCs issued in US currency shall be paid in US currency.
- d) The Borrower shall pay LG fees in advance on a quarterly basis calculated on the face amount of the LG issued and based on the number of days in the upcoming quarter or remaining term thereof and a year of 365 days. LG fees are non-refundable. If applicable, fees for LGs issued in US currency shall be paid in US currency.
- e) Amounts payable by the Borrower hereunder shall be paid at such place as the Bank may advise from time to time in the applicable currency. Amounts due on a day other than a Business Day shall be deemed to be due on the Business Day next following such day. Interest and fees payable under this Agreement are payable both before and after any or all of default, maturity, demand and judgement.
- f) The Borrower shall not be obligated to pay any interest, fees or costs under or in connection with this Agreement in excess of what is permitted by Applicable Law.
- g) The annual rates of interest or fees to which the rates calculated in accordance with this Agreement are equivalent, are the rates so calculated multiplied by the actual number of days in the calendar year in which such calculation is made and divided by 365.

FEES, COSTS AND EXPENSES

The Borrower agrees to pay the Bank all fees stipulated in this Agreement and all fees charged by the Bank relating to the documentation or registration of this Agreement and the Security. In addition, the Borrower agrees to pay all fees (including legal fees), costs and expenses incurred by the Bank in connection with the preparation, negotiation, documentation and registration of this Agreement and any Security and the administration, operation, termination, enforcement or protection of its rights in connection with this Agreement and the Security. The Borrower shall indemnify and hold the Bank harmless against any loss, cost or expense incurred by the Bank if any facility under the Credit Facilities is repaid or prepaid other than on its Maturity Date. The determination by the Bank of such loss, cost or expense shall be conclusive and binding for all purposes and shall include, without limitation, any loss incurred by the Bank in liquidating or redeploying deposits acquired to make or maintain any facility.

GENERAL COVENANTS

Without affecting or limiting the right of the Bank to terminate or demand payment of, or cancel or restrict availability of any unutilized portion of, any demand or other discretionary facility, the Borrower covenants and agrees with the Bank that the Borrower:

- a) will pay all sums of money when due under the terms of this Agreement;
- b) will immediately advise the Bank of any event which constitutes or which, with notice, lapse of time or both, would constitute a breach of any covenant or other term or condition of this Agreement or any Security or any Event of Default;
- c) will file all material tax returns which are or will be required to be filed by it, pay or make provision for payment of all material taxes (including interest and penalties) and Potential Prior-Ranking Claims, which are or will become due and payable and provide adequate reserves for the payment of any tax, the payment of which is being contested;
- d) will give the Bank 30 days prior notice in writing of any intended change in its ownership structure or composition and will not make or facilitate any such changes without the prior written consent of the Bank;
- e) will comply with all Applicable Laws, including, without limitation, all Environmental and Health and Safety Laws;
- f) will immediately advise the Bank of any action requests or violation notices received concerning the Borrower;
- g) will deliver to the Bank such financial and other information as the Bank may reasonably request from time to time, including, but not limited to, the reports and other information set out under this Agreement;
- h) will immediately advise the Bank of any unfavourable change in its financial position which may adversely affect its ability to pay or perform its obligations in accordance with the terms of this Agreement;
- i) will not, without the prior written consent of the Bank, grant, create, assume or suffer to exist any mortgage, charge, lien, pledge, security interest or other encumbrance affecting any of its properties, assets or other rights;
- j) will not, without the prior written consent of the Bank, sell, transfer, convey, lease or otherwise dispose of any of its properties or assets other than in the ordinary course of business and on commercially reasonable terms;
- k) will not, without the prior written consent of the Bank, guarantee or otherwise provide for, on a direct, indirect or contingent basis, the payment of any monies or performance of any obligations by any other Person, except as may be provided for herein;
- l) will not, without the prior written consent of the Bank, merge, amalgamate, or otherwise enter into any other form of business combination with any other Person;

- m) will keep its assets fully insured against such perils and in such manner as would be customarily insured by Persons carrying on a similar business or owning similar assets and, in addition, for any buildings located in areas prone to flood and/or earthquake, will insure and keep fully insured such buildings against such perils;
- n) will permit the Bank or its representatives, from time to time, i) to visit and inspect the Borrower's premises, properties and assets and examine and obtain copies of the Borrower's records or other information, ii) to collect information from any person regarding any Potential Prior-Ranking Claims and iii) to discuss the Borrower's affairs with the auditors, counsel and other professional advisers of the Borrower. The Borrower hereby authorizes and directs any such third party to provide to the Bank or its representatives all such information, records or documentation requested by the Bank;
- o) to accelerate repayment of Borrowings under applicable Facilities to match the remaining period of the operation of the quota system in the event the World Trade Organization or other governing body rule to force a significant reduction or elimination of the quota system as presently structured; and
- p) will not use the proceeds of any Credit Facility for the benefit or on behalf of any Person other than the Borrower.

GENERAL INDEMNITY

The Borrower hereby agrees to indemnify and hold the Bank and its directors, officers, employees and agents harmless from and against any and all claims, suits, actions, demands, debts, damages, costs, losses, obligations, judgements, charges, expenses and liabilities of any nature which are suffered, incurred or sustained by, imposed on or asserted against any such Person as a result of, in connection with or arising out of i) any breach of any term or condition of this Agreement or any Security or any other agreement delivered to the Bank by the Borrower or any Guarantor if applicable or any Event of Default, ii) the Bank acting upon instructions given or agreements made by electronic transmission of any type, iii) the presence of Contaminants at, on or under or the discharge or likely discharge of Contaminants from, any properties now or previously used by the Borrower and iv) the breach of or non compliance with any Applicable Law by the Borrower or any Guarantor.

AMENDMENTS AND WAIVERS

No amendment or waiver of any provision of this Agreement will be effective unless it is in writing, signed by the Borrower and the Bank. No failure or delay, on the part of the Bank, in exercising any right or power hereunder or under any Security or any other agreement delivered to the Bank shall operate as a waiver thereof.

SUCCESSORS AND ASSIGNS

This Agreement shall extend to and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. The Borrower shall not be entitled to assign or transfer any rights or obligations hereunder, without the consent in writing of the Bank.

GAAP

Unless otherwise provided, all accounting terms used in this Agreement shall be interpreted in accordance with Canadian Generally Accepted Accounting Principles, as appropriate, for publicly accountable enterprises, private enterprises, not-for-profit organizations, pension plans and in accordance, as appropriate, with Public Sector Accounting Standards for government organizations in effect from time to time, applied on a consistent basis from period to period. All financial statements and/or reports shall be prepared using one of the above bases of presentation, as appropriate. Except for the transition of accounting standards in Canada, any change in accounting principles or the application of accounting principles is only permitted with the prior written consent of the Bank.

SEVERABILITY

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement and such invalid provision shall be deemed to be severable.

DEFAULT BY LAPSE OF TIME

The mere lapse of time fixed for performing an obligation shall have the effect of putting the Borrower in default thereof.

SET-OFF

The Bank is authorized (but not obligated), at any time and without notice, to apply any credit balance (whether or not then due) in any account in the name of the Borrower, or to which the Borrower is beneficially entitled (in any currency) at any branch or agency of the Bank in or towards satisfaction of the indebtedness of the Borrower due to the Bank under the Credit Facilities and the other obligations of the Borrower under this Agreement. For that purpose, the Bank is irrevocably authorized to use all or any part of any such credit balance to buy such other currencies as may be necessary to effect such application.

CONSENT OF DISCLOSURE

The Borrower hereby grants permission to any Person having information in such Person's possession relating to any Potential Prior-Ranking Claim, to release such information to the Bank (upon its written request), solely for the purpose of assisting the Bank to evaluate the financial condition of the Borrower.

JOINT AND SEVERAL / SOLIDARY

Where more than one Person is liable as Borrower, for any obligation under this Agreement, then the liability of each such Person for such obligation is joint and several (in Quebec, solidary) with each other such Person.

EVENTS OF DEFAULT

Without affecting or limiting the right of the Bank to terminate or demand payment of, or to cancel or restrict availability of any unutilized portion of, any demand or other discretionary facility, each of the following shall constitute an "Event of Default" which shall entitle the Bank, in its sole discretion, to cancel any Credit Facilities, demand immediate repayment in full of any amounts outstanding under any term facility, together with outstanding accrued interest and any other indebtedness under or with respect to any term facility, and to realize on all or any portion of any Security:

- a) failure of the Borrower to pay any principal, interest or other amount when due pursuant to this Agreement;
- b) failure of the Borrower, or any Guarantor if applicable, to observe any covenant, term or condition or provision contained in this Agreement, the Security or any other agreement delivered to the Bank or in any documentation relating hereto or thereto;
- c) the Borrower, or any Guarantor if applicable, is unable to pay its debts as such debts become due, or is, or is adjudged or declared to be, or admits to being, bankrupt or insolvent;
- d) if any proceeding is taken to effect a compromise or arrangement with the creditors of the Borrower, or any Guarantor if applicable, or to have the Borrower, or any Guarantor if applicable, declared bankrupt or wound up, or to have a receiver appointed for any part of the assets or operations of the Borrower, or any Guarantor if applicable, or if any encumbrancer takes possession of any part thereof;
- e) if in the opinion of the Bank there is a material adverse change in the financial condition, ownership structure or composition or operation of the Borrower, or any Guarantor if applicable;

- f) if any representation or warranty made by the Borrower in any document relating hereto or under any Security shall be false in any material respect; or
- g) if the Borrower, or any Guarantor if applicable, defaults in the payment of any other indebtedness, whether owing to the Bank or to any other Person, or defaults in the performance or observance of any agreement in respect of such indebtedness where, as a result of such default, the maturity of such indebtedness is or may be accelerated.

LETTERS OF CREDIT AND/OR LETTERS OF GUARANTEE

Borrowings made by way of LCs and/or LGs will be subject to the following terms and conditions:

- a) each LC and/or LG shall expire on a Business Day and shall have a term of not more than 365 days;
- b) at least 2 Business Days prior to the issue of an LC and/or LG, the Borrower shall execute a duly authorized application with respect to such LC and/or LG and each LC and/or LG shall be governed by the terms and conditions of the relevant application for such contract. If there is any inconsistency at any time between the terms of this Agreement and the terms of the application for LC and/or LG, the terms of the application for the LC and/or LG shall govern; and
- c) an LC and/or LG may not be revoked prior to its expiry date unless the consent of the beneficiary of the LC and/or LG has been obtained.
- d) LC and/or LG fees and drawings will be charged to the Borrower's accounts.

EXCHANGE RATE FLUCTUATIONS

If, for any reason, the amount of Borrowings outstanding under any facility in a currency other than Canadian currency, when converted to the Equivalent Amount in Canadian currency, exceeds the amount available under such facility, the Borrower shall immediately repay such excess or shall secure such excess to the satisfaction of the Bank.

LANGUAGE

The parties hereto have expressly requested that this Agreement and all related documents, including notices, be drawn up in the English language. Les parties ont expressément demandé que la présente convention et tous les documents y afférents, y compris les avis, soient rédigés en langue anglaise.

WHOLE AGREEMENT

This Agreement and any documents or instruments referred to in, or delivered pursuant to, or in connection with, this Agreement constitute the whole and entire agreement between the Borrower and the Bank with respect to the Credit Facilities.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province in which the branch of the Bank, which is the Borrower's branch of account, is located, and the laws of Canada applicable therein, as the same may from time to time be in effect. The Borrower irrevocably submits to the non-exclusive jurisdiction of the courts of such Province and acknowledges the competence of such courts and irrevocably agrees to be bound by a judgment of any such court.

NOTICES

Any notice or demand to be given by the Bank shall be given in writing by way of a letter addressed to the Borrower. If the letter is sent by telecopier, it shall be deemed received on the date of transmission, provided such transmission is sent prior to 5:00 p.m. on a day on which the Borrower's business is open for normal business, and otherwise on the next such day. If the letter is sent by ordinary mail to the address of the Borrower, it shall be deemed received on the date falling five (5) days following the date of the letter, unless the letter is hand-delivered to the Borrower, in which case the letter shall be deemed to be received on the date of delivery. The Borrower must advise the Bank at once about any changes in the Borrower's address.

ELECTRONIC MAIL AND FAX TRANSMISSION

The Bank is entitled to rely on any agreement, document or instrument provided to the Bank by the Borrower or any Guarantor as applicable, by way of electronic mail or fax transmission as though it were an original document. The Bank is further entitled to assume that any communication from the Borrower received by electronic mail or fax transmission is a reliable communication from the Borrower.

ELECTRONIC IMAGING

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

DEFINITIONS

For the purpose of this Agreement, the following terms and phrases shall have the following meanings:

"**Applicable Laws**" means, with respect to any Person, property, transaction or event, all present or future applicable laws, statutes, regulations, rules, policies, guidelines, rulings, interpretations, directives (whether or not having the force of law), orders, codes, treaties, conventions, judgements, awards, determinations and decrees of any governmental, quasi-governmental, regulatory, fiscal or monetary body or agency or court of competent jurisdiction in any applicable jurisdiction;

"**Borrowing**" means each use of a Credit Facility and all such usages outstanding at any time are "Borrowings";

"**Business Day**" means a day, excluding Saturday, Sunday and any other day which shall be a legal holiday in Canada or any Province thereof, or a day on which banking institutions are closed throughout Canada;

"**Business Loan Insurance Plan**" means the optional group creditor insurance coverage, underwritten by Sun Life Assurance Company of Canada, and offered in connection with eligible loan products offered by the Bank;

"**Contaminant**" includes, without limitation, any pollutant, dangerous substance, liquid waste, industrial waste, hazardous material, hazardous substance or contaminant including any of the foregoing as defined in any Environmental and Health and Safety Law;

“**Environmental Activity**” means any activity, event or circumstance in respect of a Contaminant, including, without limitation, its storage, use, holding, collection, purchase, accumulation, assessment, generation, manufacture, construction, processing, treatment, stabilization, disposition, handling or transportation, or its Release into the natural environment, including movement through or in the air, soil, surface water or groundwater;

“**Environmental and Health and Safety Laws**” means all Applicable Laws relating to the environment or occupational health and safety, or any Environmental Activity;

“**Equivalent Amount**” means, with respect to an amount of any currency, the amount of any other currency required to purchase that amount of the first mentioned currency through the Bank in Toronto, in accordance with normal banking procedures;

“**Guarantor**” means any Person who has guaranteed the obligations of the Borrower under this Agreement;

“**Letter of Credit**” or “**LC**” means a documentary credit issued by the Bank on behalf of the Borrower for the purpose of paying suppliers of goods;

“**Letter of Guarantee**” or “**LG**” means a documentary credit issued by the Bank on behalf of the Borrower for the purpose of providing security to a third party that the Borrower or a person designated by the Borrower will perform a contractual obligation owed to such third party;

“**Margin**” or “**Margined**” means that the availability of Borrowings under the credit facilities will be based on the Borrower's level of accounts receivable, inventory and Potential Prior Ranking Claims as determined by reference to regular reports provided to the Bank by the Borrower;

“**Overdraft**” means advances of credit by way of debit balances in the Borrower's current account;

“**Other Facilities**” means credit facilities that the Borrower has with the Bank other than and in addition to as provided under this Agreement Other Facilities are constituted under separate agreements between the Borrower and the Bank and are governed by this Agreement and such separate agreements. In the event of a conflict between this Agreement and any such separate agreement, the terms of the separate agreement will prevail. Other Facilities may include but are not limited to Canada Small Business Financing Loans, Canadian Agricultural Loans, Leases, Commercial Mortgages, Royfarm Mortgage Loans and Business Vehicle Solutions Loans and/or Contracts. Other Facilities do not include Visa even though Visa facilities are constituted under separate agreements;

“**Person**” includes an individual, a partnership, a joint venture, a trust, an unincorporated organization, a company, a corporation, an association, a government or any department or agency thereof including Canada Revenue Agency, and any other incorporated or unincorporated entity;

“**Policy**” means the Business Loan Insurance Plan policy 5100, issued by Sun Life Assurance Company of Canada to the Bank;

“**Potential Prior-Ranking Claims**” means all amounts owing or required to be paid, where the failure to pay any such amount could give rise to a claim pursuant to any law, statute, regulation or otherwise, which ranks or is capable of ranking in priority to the Security or otherwise in priority to any claim by the Bank for repayment of any amounts owing under this Agreement;

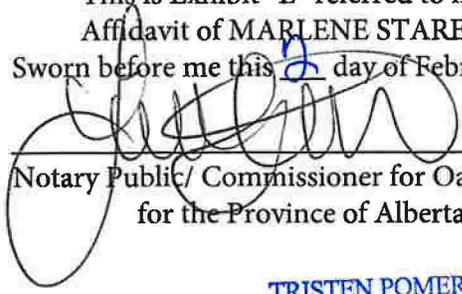
“**RBP**” and “**Royal Bank Prime**” each means the annual rate of interest announced by the Bank from time to time as being a reference rate then in effect for determining interest rates on commercial loans made in Canadian currency in Canada;

“**RBUSBR**” and “**Royal Bank US Base Rate**” each means the annual rate of interest announced by the Bank from time to time as a reference rate then in effect for determining interest rates on commercial loans made in US currency in Canada;

“**Release**” includes discharge, spray, inject, inoculate, abandon, deposit, spill, leak, seep, pour, emit, empty, throw, dump, place and exhaust, and when used as a noun has a similar meaning;

“**US**” means United States of America.

This is Exhibit "E" referred to in the
Affidavit of MARLENE STARENKY
Sworn before me this 2 day of February, 2021



Notary Public/ Commissioner for Oaths in and
for the Province of Alberta

TRISTEN POMERANCE
Barrister and Solicitor

2016-08-30 10:11:10 AM



Royal Bank of Canada
Master Lease Agreement
(PPSA - S)

This lease agreement (the "Lease Agreement") made as of the 30th day of August, 2016 between

ROYAL BANK OF CANADA ("Lessor")

and

JUMP PARK TRAMPOLINE LTD. ("Lessee")

Address:
5575 North Service Rd,
Suite 300,
Burlington, Ontario
L7L 6M1

Address:
3688 30 ST NW
EDMONTON, Alberta
T6T 1K3

Lessor and Lessee agree as follows:

1. Leasing of Equipment

- 1.1 Lessor may, from time to time, at its option, on the request of Lessee, acquire equipment for leasing to the Lessee ("Equipment"), pursuant to the terms of this Lease Agreement and the relevant supplemental agreement ("Leasing Schedule").
- 1.2 Neither the Lessor, nor the Lessee on behalf of Lessor, will order or acquire any Equipment unless Lessee has executed such documents and agreements as Lessor may require. Lessee will advise Lessor promptly of any Equipment ordered or acquired by Lessee on behalf of Lessor pursuant to this Lease Agreement.
- 1.3 Lessee will provide Lessor with a copy of the invoice for each item of Equipment to be purchased pursuant to this Lease Agreement, addressed to Lessor. A Leasing Schedule for that Equipment shall be entered into before payment is made for the Equipment.
- 1.4 Lessee shall conduct such acceptance testing of any Equipment to be purchased pursuant to this Lease Agreement as may be appropriate in the circumstances, and promptly upon successful completion of that acceptance testing shall sign the relevant Leasing Schedule for the Equipment, and return one executed Leasing Schedule to the Lessor.
- 1.5 Lessor shall have no responsibility under any purchase order or any purchase or license agreement or any Leasing Schedule if Lessee does not accept the Equipment and sign and deliver to Lessor the Leasing Schedule(s) and acceptance certificate for that Equipment. Any agreement with the seller of the Equipment will include a provision to this effect.
- 1.6 Each Leasing Schedule shall constitute a separate Lease of the Equipment described in the Leasing Schedule but incorporating the terms of this Lease Agreement. In the event of a conflict between the terms of this Lease Agreement and any Leasing Schedule with respect to any Lease, the terms of the Leasing Schedule shall govern.
- 1.7 Terms not otherwise defined herein shall have the same meaning ascribed under the Leasing Schedule.

2. Payment of Equipment Cost

- 2.1 Lessor will pay the agreed cost to be funded by Lessor for the Equipment acquired pursuant to this Lease Agreement on the later of: (i) the due date for payment, and (ii) delivery of the signed Leasing Schedule.

3. Rental

- 3.1 Lessee shall pay to Lessor the rental payable, as set out in the Leasing Schedule. The first installment is payable on the Commencement Date of the Term and the last of such installments is payable on the Termination Date of Term, all as shown on the relevant Leasing Schedule.

4. Rent Payment

- 4.1 The Total Rental Installments shall be paid at the office of Lessor, at the address set out on page 1 of this Lease Agreement, or at such other place in Canada as Lessor may from time to time designate by notice.

5. Ownership

- 5.1 Title to, ownership of, and property in, the Equipment shall at all times be and remain solely and exclusively in the Lessor, subject only to the rights of Lessee to use the Equipment pursuant to the provisions of this Lease, and to purchase the same pursuant to any option granted in the relevant Leasing Schedule.

6. Personal Property

- 6.1 Notwithstanding any purposes for which the Equipment may be used or that it may become in any manner affixed or attached to or embedded in or permanently rested upon land or any structure thereon, it shall remain moveable personal property, and subject to all of the rights of Lessor under the Lease to which it is subject.
- 6.2 Lessee agrees to use all reasonable commercial efforts to obtain a waiver, if required by and in a form satisfactory to Lessor, from any landlord, mortgagee, hypothecary creditor or other encumbrancers or any person having any interest in the land or structure referred to in Section 6.1 hereof consenting to this Lease Agreement and any relevant Leasing Schedule, and to the exercise by Lessor of its rights thereunder and hereunder and declaring that such encumbrances do not affect the Equipment.
- 6.3 Solely for the purpose of, and to the extent reasonably necessary to protect the interest of the Lessor as to its title and first priority interest in the Equipment, and without election or admission that this Agreement or any Leasing Schedule is a finance lease, the Lessee grants a security interest in any interest of the Lessee in the Equipment to the Lessor.

7. Licence

- 7.1 Lessee agrees that Lessor:
 - (a) may at any time and from time to time, if an Event of Default (s.18) has occurred and is continuing, enter upon any lands and premises where any Equipment is located with all such force as may be reasonably required, to dismantle, detach and remove the Equipment or render it unusable;
 - (b) shall not be liable for any damage done to those lands or premises in exercising those rights, save only such damage as may be caused by the gross negligence or willful act of Lessor or its agents or servants; and
 - (c) may, at its election, register, by way of caveat or otherwise, against those lands and premises of its rights under the Lease.

8. Exclusion of Warranties

- 8.1 Lessee acknowledges that the Equipment will be personally chosen and selected by Lessee and that it will be of a make,

size, design and capacity specified by Lessee for the purpose intended by Lessee.

- 8.2 Lessee confirms that Lessor does not make or give any representation or warranty, express or implied, as to the Equipment, its condition, fitness or suitability for any particular use intended by Lessee.
- 8.3 Lessee shall bear the risk of any theft, loss or destruction of or damage to any item of Equipment. Lessee acknowledges that none of these events will in any way affect its obligations, which will continue in full force and effect, except to the extent of any proceeds of any insurance maintained by Lessee that are actually received by Lessor.
- 8.4 Lessee shall not exert or claim against Lessor any defense, write-off, set-off, claim or counterclaim to which Lessee may be entitled against the supplier(s), and no such right shall affect the Lessor's obligations.

9. Maintenance and Use

9.1 Lessee will, at its own expense:

- (a) keep the Equipment in good operating condition and repair including, without limitation, the repair of any damage to the Equipment, whatever the cost, except for the repair of ordinary wear and tear, provided that Lessee will repair ordinary wear and tear if such repair is required to maintain the Equipment in good operating condition and repair; and
- (b) comply in all respects with all recommendations, or requirements of the supplier(s) or manufacturer(s) regarding the Equipment, as may be necessary to preserve all warranties.
- 9.2 Any parts or anything else that are, as part of Lessee's maintenance and repair of the Equipment, placed in or upon the Equipment shall form part of the Equipment, become property of the Lessor, and be free of all adverse claims.

10 Inspection

10.1 Lessor and its agents shall have the right to inspect the Equipment at any reasonable time upon reasonable notice to Lessee, and Lessee shall afford all reasonable facilities required by the Lessor or its agents for the purpose of inspection, and for that purpose may enter any premises where the Equipment is located.

11. Insurance

11.1 As and from the earlier of the date upon which Lessor acquires ownership of, or title to, the Equipment or the date on which Lessee takes possession or control of the Equipment, and thereafter throughout the term of each relevant Leasing Schedule, Lessee shall, at its sole expense:

- (a) place and maintain all risks property insurance on the Equipment, in amounts satisfactory to Lessor, consistent with Lessee's normal and usual practice for insuring equipment of the same general classification. This property damage insurance shall specifically state by its wording or by endorsement that it:
- i) includes Lessor (as owner) as an additional named insured,
 - ii) includes a loss payable clause in favour of Lessor,
 - iii) includes a waiver of subrogation clause in favour of Lessor;
- (b) place and maintain comprehensive general liability insurance, and automobile liability insurance in the case of leased licensed motor vehicles, with limits of liability satisfactory to Lessor for injury to or death of any one or more persons or damage to property. Said insurance shall specifically state by its wording or by endorsement that it:
- i) extends to cover the liabilities of the Lessee from the use or possession of the Equipment,
 - ii) includes Lessor as an additional named insured, and

- iii) includes a cross liability provision that the policy shall insure each person, firm or corporation insured thereunder in the same manner and to the same extent as if a separate policy had been issued to each, but the inclusion therein of more than one insured shall not operate to increase the limits of the insurers' liability.

11.2 Lessee shall supply Lessor with a certificate of insurance or other evidence satisfactory to Lessor evidencing the foregoing coverage and evidence of its renewal or replacement from time to time, so long as any Leasing Schedule remains in force and effect.

12. Taxes

12.1 Lessee shall pay punctually all sales taxes, licence fees, business taxes, levies and assessments of every nature and kind whatsoever which be or become payable at any time or from time to time upon, or in respect of, the Equipment, and any payments to be made under this Lease Agreement or any Leasing Schedule, except for income taxes payable by Lessor.

13. Adverse Claims

13.1 Lessee shall keep the Equipment free and clear of all adverse claims. Lessee may contest any adverse claim provided that Lessee:

- a) gives Lessor notice of the adverse claim;
- b) provides Lessor with an indemnity and collateral security, both satisfactory to Lessor; and
- c) contests the adverse claim with all due dispatch.

14. Laws and Regulations

14.1 Lessee shall comply with all laws, by-laws and regulations relating to the ownership, possession, operation and maintenance of the Equipment including, without limiting the generality of the foregoing, laws, by-laws or regulations dealing with the protection of the environment, health and safety. Lessee will obtain and maintain all necessary licenses, permits and permissions required for the use of the Equipment.

15. Alterations

15.1 All alterations, additions or improvements made by Lessee to the Equipment shall be at Lessee's expense and shall belong to and become the property of Lessor and be subject to all the provisions of this Leasing Agreement and the relevant Leasing Schedule.

16. Loss of Equipment

16.1 Lessee shall bear the risks of (i) any total loss, or loss that amounts, in the sole opinion of the Lessor, to a total loss of the Equipment through theft, damage, destruction, or even by superior force and (ii) any expropriation or other compulsory taking or use of the Equipment by any government or other authority ("Loss of Equipment"). If a Loss of Equipment occurs, Lessee shall pay to Lessor an amount calculated by discounting the aggregate amount of all Rental Instalments, including the Purchase Option amount, if any, specified under the applicable Leasing Schedule which were to be paid during the remainder of the Term, using an assumed rate equal to the lesser of,

- i) five percent (5%);
- ii) the bond rate at the date, for the equivalent term to maturity, of the applicable Leasing Schedule; and
- iii) the bond rate at the date of the discount calculation for a term equivalent to the remaining term of such Leasing Schedule (with, in the case of (ii) and (iii), Canadian dollar obligations being benchmarked against bonds issued by the Government of Canada and U.S. dollar obligations being benchmarked against bonds issued by the Government of the United States of America).

2011-10-11 15:38:44

16.2 Upon such payment, Lessor shall convey on an "as is", "where is" basis, subject to the rights of the insurer, all its right, title and interest in the Equipment and any claim for proceeds of loss of equipment, in which case the Lease shall terminate with respect to that Equipment, and no further rental payment shall be payable thereafter with respect to that Equipment. All Federal and Provincial sales or transfer taxes, licence fees and similar assessments connected with the transfer of Lessor's right, title and interest to the Equipment to Lessee shall be paid by Lessee.

17. Lessee's Acknowledgements - Foreseeable Damages

17.1 Lessee hereby acknowledges that Lessor:
(a) has or will acquire the Equipment at the request and direction of Lessee and for the purpose of leasing same to Lessee under a Leasing Schedule; and
(b) intends to treat the lease of Equipment to the Lessee as a true lease and to claim over the term of the lease all available tax benefits.

Lessee acknowledges that if an Event of Default occurs, Lessor's return on its investment may be adversely affected. In that case Lessor may, in addition to its immediate loss of interest on its investments, sustain and claim from Lessee other foreseeable damages which cannot be quantified on the date of execution of this Lease Agreement or any Leasing Schedule. Those damages may include, without limitation, loss of fiscal benefits for the remainder of the term of any lease of any Equipment or increased tax liabilities or both, unanticipated increased administrative costs, amortized but unrecovered setup costs, fees and disbursements as well as additional or increased monetary liabilities towards any third party lender, under or by reason of such Event of Default and the premature termination of the lease of any Equipment and the funding thereof.

18. Events of Default

18.1 Any of the following is an "Event of Default":
(a) Failure by Lessee to pay any Total Rental Installment or other amount pursuant to any Leasing Schedule.
(b) Failure by Lessee to perform any of its obligations under Sections 11 or 14 of this Lease.
(c) Failure of Lessee to perform any of its other obligations within 15 days of notice from Lessor as to the failure and requiring it to be rectified.
(d) The bankruptcy or insolvency of Lessee, the filing against Lessee of a petition in bankruptcy, the making of an authorized assignment for the benefit of creditors by Lessee, the appointment of a receiver or trustee for Lessee or for any assets of Lessee or the institution by or against Lessee of any other type of insolvency proceeding under the Bankruptcy and Insolvency Act or otherwise, or the institution by or against Lessee of any formal or informal proceedings for the dissolution or liquidation of, settlement of, claim against or winding up of affairs of Lessee.
(e) The amalgamation of Lessee with another corporation or corporations, or continuation of Lessee under a statute other than the statute under which it exists at the date of execution of this Lease Agreement.
(f) If any adverse claim becomes enforceable against Lessee affecting or against any Equipment.
(g) Failure of the Lessee to perform any obligation it may have under any agreement with Royal Bank of Canada or any of its subsidiaries.
(h) A change that is, in the opinion of Lessor, a material adverse change in the business, financial condition or ownership of Lessee or Equipment.

19. Lessor's Remedies on Default

19.1 If an Event of Default occurs, Lessor may, without notice to Lessee, take possession of all Equipment, and for that purpose may enter any premises where any of the Equipment is located. Lessor may sell, lease or otherwise dispose of Equipment for such consideration and upon such terms and conditions as it considers reasonable. This includes, without limitation, the right in the name of and as the irrevocably appointed agent and attorney of Lessee, to lease any item of the Equipment to any other person upon such terms and conditions, for such rental and for such period of time as Lessor may deem reasonable, without terminating or being deemed to have terminated the relevant Leasing Schedule, and to receive that rental and hold and apply it against any amount owing by Lessee to Lessor under the Lease. All of these rights are without prejudice to Lessor's other rights and recourses against Lessee, at law or in equity.

19.2 If an Event of Default occurs, then whether or not Lessor has taken possession of any Equipment, Lessee shall pay to Lessor on demand an amount determined as follows:

- a) an amount calculated by discounting the aggregate amount of all Rental Instalments, including the Purchase Option amount, if any, specified under the applicable Leasing Schedule which were to be paid during the remainder of the Term, using an assumed rate equal to the lesser of:
 - i) five percent (5%);
 - ii) the bond rate at the date, for the equivalent term to maturity, of the applicable Leasing Schedule; and
 - iii) the bond rate at the date of the discount calculation for a term equivalent to the remaining term of such Leasing Schedule (with, in the case of (ii) and (iii), Canadian dollar obligations being benchmarked against bonds issued by the Government of Canada and U.S. dollar obligations being benchmarked against bonds issued by the Government of the United States of America); plus.
- b) the amount of any damages described in Section 17.1 suffered or sustained by Lessor and not recovered pursuant to Section 19.2 (a); plus
- c) the amount of any Total Rental Instalments or payments of interim rental due as of the date of Event of Default and unpaid, and any other amount due on that date and unpaid under the Lease; plus
- d) any cost of disposition of the Equipment; less
- e) the amount of any security deposits under that Leasing Schedule and any proceeds of the disposal of the Equipment actually received by Lessor.

19.3 If Lessor has leased Equipment pursuant to its rights under this Section 19 it may demand payment under Section 19.2, and account to Lessee for the proceeds of that lease as and when Lessor receives them.

19.4 If Lessor has not taken possession of the Equipment, and Lessee pays Lessor the amount determined under Section 19.2 hereof, then Lessor will convey all of its right, title and interest in all Equipment to Lessee, on the terms of Sections 21.5 and 21.6 hereof

20. Lessor's Option to Terminate

20.1 Lessee agrees that neither this Lease Agreement nor any Leasing Schedule, nor any interest therein or in any Equipment, shall be assignable or transferable by operation of law and it is agreed and covenanted by and between the parties hereto that if any Event of Default shall occur or happen, then this Lease Agreement and any and all Leasing Schedules shall, at the option of the Lessor to be exercised by notice hereunder, immediately end and terminate and

neither this Lease Agreement nor any Leasing Schedule or any interest therein shall be an asset of Lessee after the exercise of that option; provided that no such termination shall terminate or affect any right or remedy which shall have arisen under the Lease prior to such termination.

21. Option to Purchase

- 21.1 If there is no Event of Default, Lessor hereby grants to Lessee an option to purchase whatever title Lessor may have to the Equipment for the purchase price and at the time or times set forth in the relevant Leasing Schedule.
- 21.2 This option to purchase may be exercised by Lessee by giving to Lessor notice of Lessee's intention to exercise such option, at least thirty (30) days prior to the date of intended purchase, describing the Equipment with respect to which such option is being exercised.
- 21.3 The intended purchase and sale shall be concluded on a date specified in the said notice falling on or after, the date stated in the relevant Leasing Schedule, but in any event not later than the termination date of the term pertaining to the Equipment being purchased.
- 21.4 Upon the exercise of this option, there shall be a binding agreement for the sale and purchase of the Equipment described in the notice on the terms and conditions provided herein. The purchase price shall be paid to Lessor at the time of the conclusion of the sale.
- 21.5 Upon this purchase, Lessor shall sell the Equipment so purchased free and clear of all interests of Lessor under this Lease Agreement and any Leasing Schedule and thereupon this Lease shall terminate with respect to the Equipment so purchased. The sale shall be on an "as-is where-is" basis and be without representation or warranty by Lessor except that it has the right to sell the Equipment to Lessee and that it has not given any security interest in the Equipment to any third party.
- 21.6 Lessee shall bear the cost of any taxes, licence or registration fees or other assessments or charges imposed on, or connected with, the transfer of title to and ownership of the Equipment.

22. Remedying Defaults

- 22.1 If Lessee shall fail to perform or comply with any of its obligations under this Lease Agreement or any Leasing Schedule, Lessor at its discretion may do all such acts and make all such disbursements as may be necessary to cure the default and any costs incurred or disbursements made by Lessor incurring any such default shall be payable by Lessee on demand.

23. Indemnification

- 23.1 Lessee will indemnify Lessor and save Lessor harmless from and against all loss, costs, damage or expense of every nature and kind whatsoever sustained or suffered by Lessor, or for which the Lessor may be or become liable, resulting from:
 - (a) the execution of the Lease Agreement or any Leasing Schedule by Lessor or the purchase or ownership by Lessor of the Equipment;
 - (b) the non-acceptance by Lessee or the failure, refusal or neglect of Lessee to accept the Equipment;
 - (c) the moving, delivery, maintenance, repair, use, operation or possession of the Equipment by Lessee or the ownership thereof or other rights held therein by Lessor; or
 - (d) the failure of Lessee to comply with any of its obligations under the Lease Agreement or a Leasing Schedule; unless caused by the act or neglect of Lessor, its servants or agents.

24. Assignment of Warranties

- 24.1 Lessor hereby assigns to Lessee the benefit of all warranties resulting from the sale entered into with the supplier for its use during the term of the Lease.

25. Patent Infringement

- 25.1 Lessee shall defend and hold Lessor free and harmless from any cost, loss, damage or expense suffered or incurred by Lessor in any suit, proceeding or otherwise so far as the same is based on any claim that the use or operation of the Equipment by Lessee infringes any patent or copyright.

26. Overdue Payment

- 26.1 Any overdue payment shall bear interest at the rate of Royal Bank Prime Interest Rate plus five per cent (5%) per annum calculated monthly whether before or after judgement, from the date it is due until paid.

27. Delivery at Termination

- 27.1 Lessee shall on the expiration or sooner termination of any Lease, surrender the Equipment to Lessor at a place in Canada designated by Lessor in good order and repair, ordinary wear and tear excepted.
- 27.2 In the event that with or without the consent of Lessor, Lessee remains in the possession of or uses the Equipment after the expiration of the term of the Lease pertaining thereto, all the provisions of the Lease shall apply thereto, including the payment of rental and all other payments required, unless and until the same has been surrendered pursuant to the terms of this section, or Lessor has relieved Lessee from its obligations under the Lease with respect to the Equipment.

28. Notice

- 28.1 Any notice required to be given hereunder shall be in writing and may be personally delivered or sent by facsimile or may be forwarded by registered mail. If any such notice is so mailed it shall be deemed to have been given by the sender and received by the party hereto to whom it has been addressed two business days after the due mailing thereof by prepaid registered mail addressed to the address shown on page 1 of this Lease Agreement or on the same business day if sent by delivery or facsimile.
- 28.2 Any person to whom a notice is required to be addressed may from time to time give notice of any change of address and in such event the foregoing addresses shall be deemed to have been changed accordingly.

29. Assignment and Sub-Letting

- 29.1 Lessee will not assign any Lease or sub-let any Equipment without the prior consent in writing of Lessor, such consent not to be unreasonably withheld. No assignment of the Lease or sub-letting of any Equipment shall relieve the Lessee of its obligations hereunder nor shall any subletting be for a term which extends beyond the expiration of the term of the Lease Agreement.

30. Corporate Waiver

- 30.1 Lessee waives its right to receive a copy of any financing statement or financing change statement registered by Lessor.
- 30.2 The Lessee hereby acknowledges that seizure or repossession of the Equipment referred to in any Lease shall not, by implication of law, extinguish the Lessee's indebtedness under any such Lease or other collateral security.

31. Limitation of Civil Rights - Saskatchewan

- 31.1 Lessee covenants and agrees with Lessor that The Limitation of Civil Rights Act of the Province of Saskatchewan shall have no application to this Lease Agreement or any Leasing Schedule.

32. Successors and Assigns

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32.1 The Lease Agreement and each Leasing Schedule shall enure to the benefit of, and be binding upon Lessor and Lessee, their successor and permitted assigns and the sub-lessees of Lessee. Lessor shall be at liberty to assign and otherwise deal with its rights under any Lease.

33. Location of Equipment

33.1 Lessee shall not part with possession of the Equipment.
33.2 Lessee declares that the Equipment will be located at the "Place of Use" in the relevant Leasing Schedule. If the location changes, Lessee will promptly give to Lessor notice of the new location not later than five (5) days after the change.

34. Records

34.1 Lessee shall maintain a record describing each item of Equipment, all changes, replacements, modifications and alterations thereto and the cost thereof. The record described shall be available to Lessor, its representatives or agents for inspection and to copy.

35. Offset

35.1 Lessee hereby waives any and all existing and future claims and offsets against any payment due to Lessor hereunder and agrees to pay those amounts due hereunder regardless of any offset or claim which may be asserted by Lessee or on its behalf.

36. Remedies Cumulative

36.1 All rights and remedies of Lessor hereunder are cumulative and not alternative and may be exercised by Lessor separately or together, in any order, sequence of combination.

37. Time

37.1 Time is and shall be in all respects of the essence of any Lease.

38. Entire Transaction

38.1 This Lease Agreement and Leasing Schedules represent the entire transaction between the parties hereto relating to the subject matter.

38.2 No agreement purporting to amend or modify this Lease Agreement or any Leasing Schedule or any document, paper or written relating hereto or thereto, or connected herewith or therewith, shall be valid and binding upon the parties hereto unless in writing and signed and accepted in writing by both parties hereto.

39. No Merger in Judgment

39.1 The taking of any judgment under this Lease Agreement or any Leasing Schedule shall not operate as a merger of any term, condition or provision hereof or thereof.

40. Further Assurances/Copy of Agreement

40.1 Lessee shall give further assurances and do, execute and perform all such acts, deeds, documents and things as may

be reasonably required to enable Lessor to have the full benefit of all rights and remedies intended to be reserved or created hereby.

40.2 Lessee acknowledges receipt of a copy of this Lease Agreement

41. Proper Law

41.1 This Lease Agreement and each Leasing Schedule hereto shall be governed, construed and enforced in accordance with the laws of the Province of Alberta.

42. Currency

42.1 All sums payable by Lessee to Lessor under this Lease Agreement or any Leasing Schedule hereto shall be paid in Canadian dollars, unless otherwise specified in the Leasing Schedule.

43. Language

43.1 This Lease Agreement and each Leasing Schedule are drawn up in the English language at the request of both parties.

Le présent contrat de location a été rédigé en langue anglaise à la demande des deux parties.

44. General

44.1 Any terms herein defined in the singular number shall have a corresponding meaning when used in the plural.

44.2 Any act or deed required to be observed, performed or done hereunder falling on a Saturday, Sunday or other statutory holiday shall be observed, performed or done on the business day next following but any delay hereby granted shall not extend to relieve either party from the due performance and fulfillment of its obligations hereunder.

45. Facsimile Language

45.1 The Lessor will be entitled to rely on any signature appearing on a facsimile transmission that purports to be a signature of the Lessee or of a representative of the Lessee as being authorized, valid and binding on the Lessee, even if the signature was not, in fact, signed by the Lessee or its representative. The Lessee will keep the originals of all documents and instructions transmitted to the Lessor by facsimile, and will produce them to the Lessor upon request. Lessor and the Lessee agree that a copy of a document transmitted by fax shall be admissible as evidence of its contents and its execution by the parties in the same manner as an original document, and expressly waive any right to object to its introduction in evidence, including any right to object based on the best evidence rule.

46. Financial Information

46.1 Lessee will provide to the Lessor from time to time such information about Lessee and Lessee's business as the Lessor shall reasonably request, including, without limitation, bank and financing ratings, any financial statements prepared by or for Lessee regarding Lessee's business.

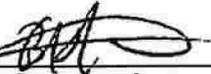
In witness whereof the parties hereto have executed this Lease Agreement on the 30th day of August, 2016 over the hands of their proper signing officers duly authorized in that behalf.

Royal Bank of Canada

per 
Eugene Basolini
Head, Equipment Finance Solution Centre

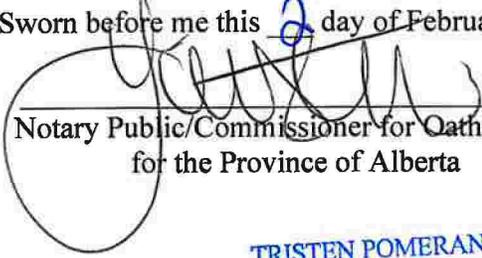
per _____

JUMP PARK TRAMPOLINE LTD.

per 
BAL ATWAL
Partner President

per _____

This is Exhibit "F" referred to in the
Affidavit of MARLENE STARENKY
Sworn before me this 2 day of February, 2021



Notary Public/Commissioner for Oaths in and
for the Province of Alberta

TRISTEN POMERANCE
Barrister and Solicitor



5575 North Service Road
Suite 300
Burlington, ON L7L-6M1

02/01/2021

FUN PARK AMUSEMENT CENTER LTD.
3668 30 ST NW
EDMONTON, AB T6T 1K3

Re: Early Buy-out Lease – **569908395 – 201000028905**

Thank you for your request for the early buyout figures on your lease.

Effective **February 1, 2021** they are as follows:

Selling Price:	\$252,333.17
GST/HST #10524 8165 RT0001	\$12,616.66
PST	\$0.00
TOTAL	\$264,949.83

These figures are based on all payments being up-to-date. Should you choose to take advantage of the early buyout option, you may do so by simply providing written authorization to process a direct debit from your account or forward a cheque. The payout amount is subject to change if the bank discovers any errors or omissions in the calculations of the amount owing.

If you have any further questions or require additional information, please call me at 1-800-301-4354.

We appreciate your business and thank you for choosing RBC Leasing.

Yours truly,

Ans-Manuel

Client Services
Royal Bank of Canada – Leasing
Equipment Finance Solution Centre

From: Starenky, Marlene <marlene.starenky@rbc.com>
Sent: Monday, February 1, 2021 10:47 AM
To: Dana M. Nowak <dnowak@mltaikins.com>
Cc: Starenky, Marlene <marlene.starenky@rbc.com>
Subject: Fun Park/Jump Park - PO not including Leases

External Sender

FUN PARK AMUSEMENT CENTER LTD.

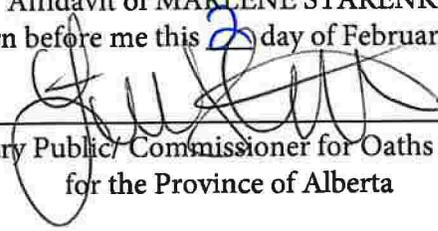
LEASE FACILITY
Balance Forthcoming

DEMAND - 03009 66158040 001

Inquiry Type: CLOSE INQ	Inquiry Date: FEB 01/21	Inquiry Time: 09:10:04
Loan Account Number - Segment: 66158040-001		
Short Name: FUN PARK AMS VI	Deferred Indicator:	
Loan Officer Number: 807	Fees Owning: 0.00	
Loan Description: DEMAND LOAN	Uncollected Interest: 656.19	
Status: RI	Net Capitalization: 0.00	
Inquiry Effective Date: FEB 01/21	Deferred Income: 0.00	
Outstanding Loan: 5,383.41	Exess Kilometer Charge: N/A	
Interest to Date: 673.88	Student Interest: 0.00	
Insurance to Date: 0.00	Interest Relief Months:	
Loan Closing Amount: 6,057.29	PSED: N/A	
Amort Term Remaining: N/A		
Per Diem Interest: 2.95		
Payment / Maturity Date: N/A		

JUMP PARK TRAMPOLINE

This is Exhibit "G" referred to in the
Affidavit of MARLENE STARENKY
Sworn before me this 2 day of February, 2021



Notary Public/ Commissioner for Oaths in and
for the Province of Alberta

TRISTEN POMERANCE
Barrister and Solicitor



Royal Bank of Canada
 Commercial Financial Services
 9034 51 Street Ave
 Edmonton, AB T6E 5X4

March 31, 2017

Private and Confidential

JUMP PARK TRAMPOLINE (WINNIPEG) LTD.

1175 Wilkes Avenue
 Winnipeg, MB
 R3P 1B9

ROYAL BANK OF CANADA (the "Bank") hereby offers the credit facilities described below (the "Credit Facilities") subject to the terms and conditions set forth below and in the attached Terms & Conditions and Schedules (collectively the "Agreement"). Unless otherwise provided, all dollar amounts are in Canadian currency.

The Bank reserves all of its rights and remedies at any time and from time to time in connection with any or all breaches, defaults or events of default now existing or hereafter arising under this Agreement or any other agreement delivered to the Bank, and whether known or unknown, and this Agreement shall not be construed as a waiver of any such breach, default or event of default.

BORROWER: Jump Park Trampoline (Winnipeg) Ltd. (the "Borrower")

CREDIT FACILITIES

Facility #1: \$50,000.00 revolving demand facility by way of:

- a) RBP based loans ("RBP Loans")

Revolve in increments of:	\$5,000.00	Minimum retained balance:	\$0.00
Revolved by:	Bank	Interest rate (per annum):	RBP + 2.98%

AVAILABILITY

The Borrower may borrow, repay and reborrow up to the amount of this facility provided this facility is made available at the sole discretion of the Bank and the Bank may cancel or restrict the availability of any unutilized portion at any time and from time to time without notice.

REPAYMENT

Notwithstanding compliance with the covenants and all other terms and conditions of this Agreement, Borrowings under this facility are repayable on demand.

GENERAL ACCOUNT

The Borrower shall establish a current account with the Bank (the "General Account") for the conduct of the Borrower's day-to-day banking business. The Borrower authorizes the Bank daily or otherwise as and when determined by the Bank, to ascertain the balance of the General Account and:

- a) if such position is a debit balance the Bank may, subject to the revolving increment amount and minimum retained balance specified in this Agreement, make available a Borrowing by way of RBP Loans under this facility;

* Registered Trademark of Royal Bank of Canada

- b) if such position is a credit balance, where the facility is indicated to be Bank revolved, the Bank may, subject to the revolving increment amount and minimum retained balance specified in this Agreement, apply the amount of such credit balance or any part as a repayment of any Borrowings outstanding by way of RBP Loans under this facility.

OTHER FACILITIES

The Credit Facilities are in addition to the following facilities (the "Other Facilities"). The Other Facilities will be governed by this Agreement and separate agreements between the Borrower and the Bank. In the event of a conflict between this Agreement and any such separate agreement, the terms of the separate agreement will govern.

- a) VISA Business to a maximum amount of \$25,000.00;
- b) All Leases outstanding at any time and from time to time;
- c) All Canada Small Business Financing Loans outstanding at any time and from time to time.

FEES

One Time Fees:

Payable upon acceptance of this Agreement or as agreed upon between the Borrower and the Bank.

Review Fee: \$500.00
Application Fee: \$750.00

Monthly Fee:

Payable in arrears on the same day of each month.

Management Fee: \$75.00

SECURITY

Security for the Borrowings and all other obligations of the Borrower to the Bank, including without limitation any amounts outstanding under any Leases, (collectively, the "Security"), shall include:

- a) General security agreement on the Bank's form 924 signed by the Borrower constituting a first ranking security interest in all personal property of the Borrower;
- b) Postponement and assignment of claim on the Bank's form 918 signed by Manpreet Bhatthal;
- c) Postponement and assignment of claim on the Bank's form 918 signed by Baljot Athwal;
- d) Postponement and assignment of claim on the Bank's form 918 signed by Ranjit Singh Gill;
- e) Guarantee and postponement of claim on the Bank's form 812 in the amount of \$1,290,000.00 signed by City Wide Entertainment Group Inc., supported by a general security agreement on the Bank's form 924 constituting a first ranking security interest in all personal property of City Wide Entertainment Group Inc.;
- f) Guarantee and postponement of claim on the Bank's form 812 in the amount of \$1,290,000.00 signed by Jump Park Trampoline Ltd., supported by a general security agreement on the Bank's form 924 constituting a first ranking security interest in all personal property of Jump Park Trampoline Ltd.;
- g) Guarantee and postponement of claim on the Bank's form 812 in the amount of \$1,290,000.00 signed by Manpreet Bhatthal, Baljot Athwal and Ranjit Singh Gill;
- h) Postponement and assignment of claim on the Bank's form 918 signed by City Wide Entertainment Group Inc.

FINANCIAL COVENANTS

In the event that the Borrower changes accounting standards, accounting principles and/or the application of accounting principles during the term of this Agreement, all financial covenants shall be calculated using the accounting standards and principles applicable at the time this Agreement was entered into.

Without affecting or limiting the right of the Bank to terminate or demand payment of, or cancel or restrict availability of any unutilized portion of any demand or other discretionary facility the Borrower covenants and agrees with the Bank that the Borrower will:

- a) maintain to be measured as at the end of each fiscal year:
 - i. Debt Service Coverage of not less than 1.25:1;
 - ii. a ratio of Funded Debt to EBITDA of not greater than 3.5:1.

REPORTING REQUIREMENTS

The Borrower will provide the following to the Bank:

- a) annual review engagement financial statements for the Borrower, within 90 days of each fiscal year end;
- b) annual notice to reader financial statements for City Wide Entertainment Group Inc. and Jump Park Trampoline Ltd., within 90 days of each fiscal year end;
- c) annual personal statement of affairs for all Guarantors, who are individuals, within 90 days of the end of every fiscal year of the Borrower, commencing with the fiscal year ending in 2018;
- d) such other financial and operating statements and reports as and when the Bank may reasonably require.

CONDITIONS PRECEDENT

In no event will the Credit Facilities or any part thereof be available unless the Bank has received:

- a) a duly executed copy of this Agreement;
- b) the Security provided for herein, registered, as required, to the satisfaction of the Bank;
- c) such financial and other information or documents relating to the Borrower or any Guarantor if applicable as the Bank may reasonably require;
- d) confirmation of GST number, satisfactory to the Bank; and
- e) such other authorizations, approvals, opinions and documentation as the Bank may reasonably require.

Additionally;

- f) all documentation to be received by the Bank shall be in form and substance satisfactory to the Bank;
- g) invoices in respect of the equipment and leasehold improvements being financed, satisfactory to the Bank;
- h) no Borrowing will be made available unless a satisfactory visit and inspection of the Borrower's premises, properties and assets, including any equipment financed, has been completed by the Bank, or its representatives;
- i) no Lease will be made available to the Borrower unless it meets the leasing criteria established by the Bank and the Bank has received such documentation in respect thereof as may be required by the Bank.

BUSINESS LOAN INSURANCE PLAN

The Borrower hereby acknowledges that the Bank has offered it group creditor insurance coverage on the Borrowings under the Business Loan Insurance Plan and the Borrower hereby acknowledges that it is the Borrower's responsibility to apply for any new or increased insurance amount for the Borrowings that may be eligible.

If the Borrower decides to apply for insurance on the Borrowings, the application will be made via the Bank's Business Loan Insurance Plan application (form 3460 ENG or 53460 FRE). If the Borrower has existing uninsured Borrowings and decides not to apply for Business Loan Insurance Plan coverage on any new Borrowings, it hereby acknowledges that the Bank may accept the Borrower's signature below as the Borrower's waiver of the Bank's offer to apply for Business Loan Insurance Plan coverage on all such Borrowings, and that all such Borrowings

are not insured under the Policy as at the date of acceptance of this Agreement.

If the Borrower has Business Loan Insurance Plan coverage on previously approved Borrowings, such coverage will be applied automatically to all new Borrowings eligible for Business Loan Insurance Plan coverage that share the same loan account number, up to the approved amount of Business Loan Insurance Plan coverage. This Agreement cannot be used to waive coverage on new Borrowings eligible for Business Loan Insurance Plan coverage if Business Loan Insurance Plan coverage is in effect on the Borrower's existing Borrowings. If the Borrower does not want Business Loan Insurance Plan coverage to apply to any new Borrowings, a different loan account number will need to be set up and all uninsured loans attached to it.

If the Borrower has existing Borrowings to which Business Loan Insurance Plan coverage applies, and any new Borrowings would exceed the approved amount of Business Loan Insurance Plan coverage already in place, the Borrower must apply for additional Business Loan Insurance Plan coverage (if eligible) in order for Business Loan Insurance Plan coverage to apply to any new Borrowings. If the Borrower decides not to apply for additional Business Loan Insurance Plan coverage in respect of any new Borrowings (if eligible), the Borrower hereby acknowledges that the Bank may accept the Borrower's signature below as the Borrower's waiver of the Bank's offer to apply for additional Business Loan Insurance Plan coverage on such new Borrowings and that such new Borrowings are not insured under the Policy as at the date the Borrower executes this Agreement.

If there are any discrepancies between the insurance information in this Agreement and the Business Loan Insurance Plan documents regarding the Borrowings, the Business Loan Insurance Plan documents govern.

Business Loan Insurance Plan premiums (plus applicable taxes), will be taken as a separate payment, directly from the bank account associated with the loan, at the same frequency and schedule as your regular loan payments, where applicable. As premiums are based on the outstanding loan balance and the insured person's age at the time the premiums are due, the cost of Business Loan Insurance Plan coverage may increase during the term of the loan. The premium calculation is set out in the Business Loan Insurance Plan terms and conditions provided to the Borrower at the time the application for Business Loan Insurance Plan coverage was completed. Refer to the terms and conditions (form 3460 ENG or 53460 FRE) for further explanation and disclosure.

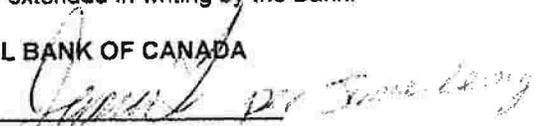
GOVERNING LAW JURISDICTION

Province of Manitoba

ACCEPTANCE

This Agreement is open for acceptance until May 1, 2017, after which date it will be null and void, unless extended in writing by the Bank.

ROYAL BANK OF CANADA

Per: 
Name: Atif Munawar
Title: Account Manager

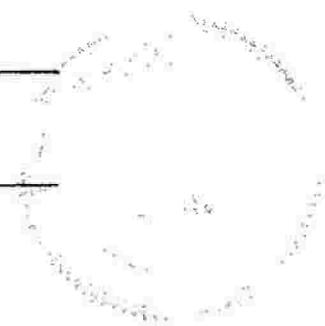
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We acknowledge and accept the terms and conditions of this Agreement on this 15 day of April, 2017.

JUMP PARK TRAMPOLINE (WINNIPEG) LTD.

Per: [Signature]
Name:
Title:

Per: [Signature]
Name:
Title:



I/We have the authority to bind the Borrower

Attachments:

Terms and Conditions

Schedules:

- Definitions
- Calculation and Payment of Interest and Fees
- RBC Covarity Dashboard Terms and Conditions

TERMS AND CONDITIONS

The Bank is requested by the Borrower to make the Credit Facilities available to the Borrower in the manner and at the rates and times specified in this Agreement. Terms defined elsewhere in this Agreement and not otherwise defined in the Terms and Conditions below or the Schedules attached hereto have the meaning given to such terms as so defined. In consideration of the Bank making the Credit Facilities available, the Borrower agrees, and if the Borrower is comprised of more than one Person, such Persons jointly and severally agree, or in Quebec solidarily agree, with the Bank as follows:

REPAYMENT

Amounts outstanding under the Credit Facilities, together with interest, shall become due in the manner and at the rates and times specified in this Agreement and shall be paid in the currency of the Borrowing. Unless the Bank otherwise agrees, any payment hereunder must be made in money which is legal tender at the time of payment. In the case of a demand facility of any kind, the Borrower shall repay all principal sums outstanding under such facility upon demand. Where any Borrowings are repayable by scheduled blended payments, such payments shall be applied, firstly, to interest due, and the balance, if any, shall be applied to principal outstanding. If any such payment is insufficient to pay all interest then due, the unpaid balance of such interest will be added to such Borrowing, will bear interest at the same rate, and will be payable on demand or on the date specified herein, as the case may be. Borrowings repayable by way of scheduled payments of principal and interest shall be so repaid with any balance of such Borrowings being due and payable as and when specified in this Agreement. The Borrower shall ensure that the maturities of instruments or contracts selected by the Borrower when making Borrowings will be such so as to enable the Borrower to meet its repayment obligations. For any Borrowings that are repayable by scheduled payments, if the scheduled payment date is changed then the Maturity Date of the applicable Borrowings shall automatically be amended accordingly.

In the case of any reducing term loan and/or reducing term facility ("**Reducing Term Loan/Facility**"), provided that nothing contained in this paragraph shall confer any right of renewal or extension upon the Borrower, the Borrower and the Bank agree that, at the Bank's option, the Bank may provide a letter ("**Renewal Letter**") to the Borrower setting out the terms upon which the Bank is prepared to extend the Reducing Term Loan/Facility. In the event that the Bank provides a Renewal Letter to the Borrower and the Reducing Term Loan/Facility is not repaid on or before the Maturity Date of the applicable Reducing Term Loan/Facility, then at the Bank's option the Reducing Term Loan/Facility shall be automatically renewed on the terms set out in the Renewal Letter and the terms of this Agreement shall be amended accordingly.

PREPAYMENT

Where Borrowings are by way of RBP Loans, the Borrower may prepay such Borrowings in whole or in part without fee or premium.

The prepayment of any Borrowings under a term facility and/or any term loan will be made in the reverse order of maturity.

EVIDENCE OF INDEBTEDNESS

The Bank shall maintain accounts and records (the "**Accounts**") evidencing the Borrowings made available to the Borrower by the Bank under this Agreement. The Bank shall record the principal amount of such Borrowings, the payment of principal and interest on account of the Borrowings, and all other amounts becoming due to the Bank under this Agreement. The Accounts constitute, in the absence of manifest error, conclusive evidence of the indebtedness of the Borrower to the Bank pursuant to this Agreement. The Borrower authorizes and directs the Bank to automatically debit, by mechanical, electronic or manual means, any bank account of the Borrower for all amounts payable under this Agreement, including, but not limited to, the repayment of principal and the payment of interest, fees and all charges for the keeping of such bank accounts.

GENERAL COVENANTS

Without affecting or limiting the right of the Bank to terminate or demand payment of, or cancel or restrict availability of any unutilized portion of, any demand or other discretionary facility, the Borrower covenants and agrees with the Bank that the Borrower:

- a) will pay all sums of money when due under the terms of this Agreement;
- b) will immediately advise the Bank of any event which constitutes or which, with notice, lapse of time or both, would constitute a breach of any covenant or other term or condition of this Agreement or any Security;
- c) will file all material tax returns which are or will be required to be filed by it, pay or make provision for payment of all material taxes (including interest and penalties) and Potential Prior-Ranking Claims, which are or will become due and payable and provide adequate reserves for the payment of any tax, the payment of which is being contested;
- d) will give the Bank 30 days prior notice in writing of any intended change in its ownership structure and it will not make or facilitate any such changes without the prior written consent of the Bank;
- e) will comply with all Applicable Laws, including, without limitation, all Environmental and Health and Safety Laws;
- f) will immediately advise the Bank of any action requests or violation notices received concerning the Borrower and hold the Bank harmless from and against any losses, costs or expenses which the Bank may suffer or incur for any environment related liabilities existent now or in the future with respect to the Borrower;
- g) will deliver to the Bank such financial and other information as the Bank may reasonably request from time to time, including, but not limited to, the reports and other information set out under Reporting Requirements;
- h) will immediately advise the Bank of any unfavourable change in its financial position which may adversely affect its ability to pay or perform its obligations in accordance with the terms of this Agreement;
- i) will keep its assets fully insured against such perils and in such manner as would be customarily insured by Persons carrying on a similar business or owning similar assets and, in addition, for any buildings located in areas prone to flood and/or earthquake, will insure and keep fully insured such buildings against such perils;
- j) except for Permitted Encumbrances, will not, without the prior written consent of the Bank, grant, create, assume or suffer to exist any mortgage, charge, lien, pledge, security interest or other encumbrance affecting any of its properties, assets or other rights;
- k) will not, without the prior written consent of the Bank, sell, transfer, convey, lease or otherwise dispose of any of its properties or assets other than in the ordinary course of business and on commercially reasonable terms;
- l) will not, without the prior written consent of the Bank, guarantee or otherwise provide for, on a direct, indirect or contingent basis, the payment of any monies or performance of any obligations by any other Person, except as may be provided for herein;
- m) will not, without the prior written consent of the Bank, merge, amalgamate, or otherwise enter into any other form of business combination with any other Person;
- n) will permit the Bank or its representatives, from time to time, i) to visit and inspect the Borrower's premises, properties and assets and examine and obtain copies of the Borrower's records or other information, ii) to collect information from any entity regarding any Potential Prior-Ranking Claims and iii) to discuss the Borrower's affairs with the auditors, counsel and other professional advisers of the Borrower. The Borrower hereby authorizes and directs any such third party to provide to the Bank or its representatives all such information, records or documentation requested by the Bank; and
- o) will not use the proceeds of any Credit Facility for the benefit or on behalf of any Person other than the Borrower.

FEEES, COSTS AND EXPENSES

The Borrower agrees to pay the Bank all fees stipulated in this Agreement and all fees charged by the Bank relating to the documentation or registration of this Agreement and the Security. In addition, the Borrower agrees to pay all fees (including legal fees), costs and expenses incurred by the Bank in connection with the preparation, negotiation, documentation and registration of this Agreement and any Security and the administration, operation, termination, enforcement or protection of its rights in connection with this Agreement and the Security. The Borrower shall

indemnify and hold the Bank harmless against any loss, cost or expense incurred by the Bank if any facility under the Credit Facilities is repaid or prepaid other than on its Maturity Date. The determination by the Bank of such loss, cost or expense shall be conclusive and binding for all purposes and shall include, without limitation, any loss incurred by the Bank in liquidating or redeploying deposits acquired to make or maintain any facility.

GENERAL INDEMNITY

The Borrower hereby agrees to indemnify and hold the Bank and its directors, officers, employees and agents harmless from and against any and all claims, suits, actions, demands, debts, damages, costs, losses, obligations, judgements, charges, expenses and liabilities of any nature which are suffered, incurred or sustained by, imposed on or asserted against any such Person as a result of, in connection with or arising out of i) any breach of any term or condition of this Agreement or any Security or any other agreement delivered to the Bank by the Borrower or any Guarantor if applicable, ii) the Bank acting upon instructions given or agreements made by electronic transmission of any type, iii) the presence of Contaminants at, on or under or the discharge or likely discharge of Contaminants from, any properties now or previously used by the Borrower or any Guarantor and iv) the breach of or non compliance with any Applicable Law by the Borrower or any Guarantor.

AMENDMENTS AND WAIVERS

No amendment or waiver of any provision of this Agreement will be effective unless it is in writing, signed by the Borrower and the Bank. No failure or delay, on the part of the Bank, in exercising any right or power hereunder or under any Security or any other agreement delivered to the Bank shall operate as a waiver thereof. Any amendments requested by the Borrower will require review and agreement by the Bank and its counsel. Costs related to this review will be for the Borrower's account.

SUCCESSORS AND ASSIGNS

This Agreement shall extend to and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. The Borrower shall not be entitled to assign or transfer any rights or obligations hereunder, without the consent in writing of the Bank. The Bank may assign or transfer all or any part of its rights and obligations under this Agreement to any Person. The Bank may disclose to potential or actual assignees or transferees confidential information regarding the Borrower and any Guarantor if applicable, (including, any such information provided by the Borrower, and any Guarantor if applicable, to the Bank) and shall not be liable for any such disclosure.

GAAP

Unless otherwise provided, all accounting terms used in this Agreement shall be interpreted in accordance with Canadian Generally Accepted Accounting Principles, as appropriate, for publicly accountable enterprises, private enterprises, not-for-profit organizations, pension plans and in accordance, as appropriate, with Public Sector Accounting Standards for government organizations in effect from time to time, applied on a consistent basis from period to period. All financial statements and/or reports shall be prepared using one of the above bases of presentation, as appropriate. Except for the transition of accounting standards in Canada, any change in accounting principles or the application of accounting principles is only permitted with the prior written consent of the Bank.

SEVERABILITY

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement and such invalid provision shall be deemed to be severable.

GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of the Province identified in the Governing Law Jurisdiction section of this Agreement and the laws of Canada applicable therein. The Borrower irrevocably submits to the non-exclusive jurisdiction of the courts of such Province and acknowledges the competence of such courts and irrevocably agrees to be bound by a judgment of any such court.

DEFAULT BY LAPSE OF TIME

The mere lapse of time fixed for performing an obligation shall have the effect of putting the Borrower, or a Guarantor if applicable, in default thereof.

SET-OFF

The Bank is authorized (but not obligated), at any time and without notice, to apply any credit balance (whether or not then due) in any account in the name of the Borrower, or to which the Borrower is beneficially entitled (in any currency) at any branch or agency of the Bank in or towards satisfaction of the indebtedness of the Borrower due to the Bank under the Credit Facilities and the other obligations of the Borrower under this Agreement. For that purpose, the Bank is irrevocably authorized to use all or any part of any such credit balance to buy such other currencies as may be necessary to effect such application.

NOTICES

Any notice or demand to be given by the Bank shall be given in writing by way of a letter addressed to the Borrower. If the letter is sent by telecopier, it shall be deemed received on the date of transmission, provided such transmission is sent prior to 5:00 p.m. on a day on which the Borrower's business is open for normal business, and otherwise on the next such day. If the letter is sent by ordinary mail to the address of the Borrower, it shall be deemed received on the date falling five (5) days following the date of the letter, unless the letter is hand-delivered to the Borrower, in which case the letter shall be deemed to be received on the date of delivery. The Borrower must advise the Bank at once about any changes in the Borrower's address.

CONSENT OF DISCLOSURE

The Borrower hereby grants permission to any Person having information in such Person's possession relating to any Potential Prior-Ranking Claim, to release such information to the Bank (upon its written request), solely for the purpose of assisting the Bank to evaluate the financial condition of the Borrower.

NON-MERGER

The provisions of this Agreement shall not merge with any Security provided to the Bank, but shall continue in full force for the benefit of the parties hereto.

JOINT AND SEVERAL

Where more than one Person is liable as Borrower or Guarantor if applicable for any obligation under this Agreement, then the liability of each such Person for such obligation is joint and several (in Quebec, solidarily) with each other such Person.

COUNTERPART EXECUTION

This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together constitute one and the same instrument.

ELECTRONIC MAIL AND FAX TRANSMISSION

The Bank is entitled to rely on any agreement, document or instrument provided to the Bank by the Borrower or any Guarantor as applicable, by way of electronic mail or fax transmission as though it were an original document. The Bank is further entitled to assume that any communication from the Borrower received by electronic mail or fax transmission is a reliable communication from the Borrower.

ELECTRONIC IMAGING

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

REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Bank that:

- a) it is duly incorporated, validly existing and duly registered or qualified to carry on business in each jurisdiction in which its business or assets are located;
- b) the execution, delivery and performance by it of this Agreement have been duly authorized by all necessary actions and do not violate its constating documents or any Applicable Laws or agreements to which it is subject or by which it is bound;
- c) no event has occurred which constitutes, or which, with notice, lapse of time, or both, would constitute, a breach of any covenant or other term or condition of this Agreement or any Security or any other agreement delivered to the Bank;
- d) there is no claim, action, prosecution or other proceeding of any kind pending or threatened against it or any of its assets or properties before any court or administrative agency which relates to any non-compliance with any Environmental and Health and Safety Laws which, if adversely determined, might have a material adverse effect upon its financial condition or operations or its ability to perform its obligations under this Agreement or any Security, and there are no circumstances of which it is aware which might give rise to any such proceeding which it has not fully disclosed to the Bank; and
- e) it has good and marketable title to all of its properties and assets, free and clear of any encumbrances, other than as may be provided for herein.

Representations and warranties are deemed to be repeated as at the time of each Borrowing and/or the entering into each Lease hereunder.

LANGUAGE

The parties hereto have expressly requested that this Agreement and all related documents, including notices, be drawn up in the English language. Les parties ont expressément demandé que la présente convention et tous les documents y afférents, y compris les avis, soient rédigés en langue anglaise.

WHOLE AGREEMENT

This Agreement and any documents or instruments referred to in, or delivered pursuant to, or in connection with, this Agreement constitute the whole and entire agreement between the Borrower and the Bank with respect to the Credit Facilities.

EXCHANGE RATE FLUCTUATIONS

If, for any reason, the amount of Borrowings and/or Leases outstanding under any facility in a currency other than Canadian currency, when converted to the Equivalent Amount in Canadian currency, exceeds the amount available under such facility, the Borrower shall immediately repay such excess or shall secure such excess to the satisfaction of the Bank.

JUDGEMENT CURRENCY

If for the purpose of obtaining judgement in any court in any jurisdiction with respect to this Agreement, it is necessary to convert into the currency of such jurisdiction (the "**Judgement Currency**") any amount due hereunder in any currency other than the Judgement Currency, then conversion shall be made at the rate of exchange prevailing on the Business Day before the day on which judgement is given. For this purpose "rate of exchange" means the rate at which the Bank would, on the relevant date, be prepared to sell a similar amount of such currency in the Toronto foreign exchange market, against the Judgement Currency, in accordance with normal banking procedures.

In the event that there is a change in the rate of exchange prevailing between the Business Day before the day on which judgement is given and the date of payment of the amount due, the Borrower will, on the date of payment, pay such additional amounts as may be necessary to ensure that the amount paid on such date is the amount in the Judgement Currency which, when converted at the rate of exchange prevailing on the date of payment, is the amount then due under this Agreement in such other currency together with interest at RBP and expenses (including legal fees on a solicitor and client basis). Any additional amount due from the Borrower under this section will be due as a separate debt and shall not be affected by judgement being obtained for any other sums due under or in respect of this Agreement.

Schedule "A"

DEFINITIONS

For the purpose of this Agreement, the following terms and phrases shall have the following meanings:

"Applicable Laws" means, with respect to any Person, property, transaction or event, all present or future applicable laws, statutes, regulations, rules, policies, guidelines, rulings, interpretations, directives (whether or not having the force of law), orders, codes, treaties, conventions, judgements, awards, determinations and decrees of any governmental, quasi-governmental, regulatory, fiscal or monetary body or agency or court of competent jurisdiction in any applicable jurisdiction;

"Borrowing" means each use of a Credit Facility, excluding Leases, and all such usages outstanding at any time are **"Borrowings"**;

"Business Day" means a day, excluding Saturday, Sunday and any other day which shall be a legal holiday or a day on which banking institutions are closed throughout Canada;

"Business Loan Insurance Plan" means the optional group creditor insurance coverage, underwritten by Sun Life Assurance Company of Canada, and offered in connection with eligible loan products offered by the Bank;

"Cash Taxes" means, for any fiscal period, any amounts paid in respect of income taxes;

"Contaminant" includes, without limitation, any pollutant, dangerous substance, liquid waste, industrial waste, hazardous material, hazardous substance or contaminant including any of the foregoing as defined in any Environmental and Health and Safety Law;

"Corporate Distributions" means any payments to any shareholder, director or officer of the Borrower, or to any associate or holder of subordinated debt of the Borrower, or to any shareholder, director or officer of any associate or holder of subordinated debt of the Borrower, including, without limitation, bonuses, dividends, interest, salaries or repayment of debt or making of loans to any such Person, but excluding salaries to officers or other employees in the ordinary course of business;

"Debt Service Coverage" means, for any fiscal period, the ratio of EBITDA, less Cash Taxes and, to the extent not deducted in determining net income, less Corporate Distributions, to the total of Interest Expense and scheduled principal payments in respect of Funded Debt;

"EBITDA" means, for any fiscal period, net income from continuing operations (excluding extraordinary gains or losses) plus, to the extent deducted in determining net income, Interest Expense and income taxes accrued during, and depreciation, depletion and amortization expenses deducted for, the period;

"Environmental Activity" means any activity, event or circumstance in respect of a Contaminant, including, without limitation, its storage, use, holding, collection, purchase, accumulation, assessment, generation, manufacture, construction, processing, treatment, stabilization, disposition, handling or transportation, or its Release into the natural environment, including movement through or in the air, soil, surface water or groundwater;

"Environmental and Health and Safety Laws" means all Applicable Laws relating to the environment or occupational health and safety, or any Environmental Activity;

"Equivalent Amount" means, with respect to an amount of any currency, the amount of any other currency required to purchase that amount of the first mentioned currency through the Bank in Toronto, in accordance with normal banking procedures;

"Funded Debt" means, at any time for the fiscal period then ended, all obligations for borrowed money which bears interest or to which interest is imputed plus, without duplication, all obligations for the deferred payment of the purchase of property, all capital lease obligations and all indebtedness secured by purchase money security interests, but excluding Postponed Debt;

"Guarantor" means any Person who has guaranteed the obligations of the Borrower under this Agreement;

"Interest Expense" means, for any fiscal period, the aggregate cost of advances of credit outstanding during that period including, without limitation, interest charges, capitalized interest, the interest component of capital leases, fees payable in respect of letters of credit and letters of guarantee and discounts incurred and fees payable in respect of bankers' acceptances;

"Lease" means an advance of credit by the Bank to the Borrower by way of a Master Lease Agreement, Master Leasing Agreement, Leasing Schedule, Equipment Lease, Conditional Sales Contract, or pursuant to an Interim Funding Agreement or an Agency Agreement, in each case issued to the Borrower;

"Maturity Date" means the date on which a facility is due and payable in full;

"Permitted Encumbrances" means, in respect of the Borrower:

- a) liens arising by operation of law for amounts not yet due or delinquent, minor encumbrances on real property such as easements and rights of way which do not materially detract from the value of such property, and security given to municipalities and similar public authorities when required by such authorities in connection with the operations of the Borrower in the ordinary course of business; and
- b) Security granted in favour of the Bank;

"Person" includes an individual, a partnership, a joint venture, a trust, an unincorporated organization, a company, a corporation, an association, a government or any department or agency thereof including Canada Revenue Agency, and any other incorporated or unincorporated entity;

"Policy" means the Business Loan Insurance Plan policy 5100, issued by Sun Life Assurance Company of Canada to the Bank;

"Postponed Debt" means indebtedness that is fully postponed and subordinated, both as to principal and interest, on terms satisfactory to the Bank, to the obligations owing to the Bank hereunder;

"Potential Prior-Ranking Claims" means all amounts owing or required to be paid, where the failure to pay any such amount could give rise to a claim pursuant to any law, statute, regulation or otherwise, which ranks or is capable of ranking in priority to the Security or otherwise in priority to any claim by the Bank for repayment of any amounts owing under this Agreement;

"RBP" and **"Royal Bank Prime"** each means the annual rate of interest announced by the Bank from time to time as being a reference rate then in effect for determining interest rates on commercial loans made in Canadian currency in Canada;

"Release" includes discharge, spray, inject, inoculate, abandon, deposit, spill, leak, seep, pour, emit, empty, throw, dump, place and exhaust, and when used as a noun has a similar meaning;

Schedule "B"

CALCULATION AND PAYMENT OF INTEREST AND FEES

LIMIT ON INTEREST

The Borrower shall not be obligated to pay any interest, fees or costs under or in connection with this Agreement in excess of what is permitted by Applicable Law.

OVERDUE PAYMENTS

Any amount that is not paid when due hereunder shall, unless interest is otherwise payable in respect thereof in accordance with the terms of this Agreement or the instrument or contract governing same, bear interest until paid at the rate of RBP plus 5% per annum. Such interest on overdue amounts shall be computed daily, compounded monthly and shall be payable both before and after any or all of default, maturity date, demand and judgement.

EQUIVALENT YEARLY RATES

The annual rates of interest or fees to which the rates calculated in accordance with this Agreement are equivalent, are the rates so calculated multiplied by the actual number of days in the calendar year in which such calculation is made and divided by 365.

TIME AND PLACE OF PAYMENT

Amounts payable by the Borrower hereunder shall be paid at such place as the Bank may advise from time to time in the applicable currency. Amounts due on a day other than a Business Day shall be deemed to be due on the Business Day next following such day. Interest and fees payable under this Agreement are payable both before and after any or all of default, maturity date, demand and judgement.

RBP LOANS

The Borrower shall pay interest on each RBP Loan, monthly in arrears, on the 26th day of each month or such other day as may be agreed to between the Borrower and the Bank. Such interest will be calculated monthly and will accrue daily on the basis of the actual number of days elapsed and a year of 365 days and shall be paid in the currency of the applicable Borrowing.

Schedule "J"

RBC COVARIETY DASHBOARD TERMS AND CONDITIONS

If the Borrower elects to fulfill the reporting requirements relating to the submission of financial information set out in this Agreement by accessing a secure web based portal ("**RBC Covarity Dashboard**") via the Internet and using RBC Covarity Dashboard to electronically upload the Borrower's financial information and to complete online and electronically submit certificates, reports and/or forms (the "**Service**"), then the following terms and conditions (the "**RBC Covarity Dashboard Terms and Conditions**") apply and are deemed to be included in, and form part of, the Agreement.

1. Definitions. For the purpose of the RBC Covarity Dashboard Terms and Conditions:

"Disabling Code" means any clock, timer, counter, computer virus, worm, software lock, drop dead device, Trojan horse routine, trap door, time bomb, or any other unauthorized codes, designs, routines or instructions that may be used to access, modify, replicate, distort, delete, damage or disable any Electronic Channel, including any related hardware or software.

"Designated User" an individual permitted to act on behalf of and bind the Borrower in all respects, and specifically in the submission of Electronically Uploaded Financial Information and/or Electronically Submitted Certificates.

"Electronic Channel" means any telecommunication or electronic transmission method which may be used in connection with the Service, including computer, Internet, telephone, e-mail or facsimile.

"Electronic Communication" means any information, disclosure, request or other communication or agreement sent, received or accepted using an Electronic Channel.

"Electronically Submitted Certificates" means certificates, reports and/or forms completed online and electronically submitted by any Designated User accessing the Service.

"Electronically Uploaded Financial Information" means financial data, reports and/or information of the Borrower electronically uploaded by any Designated User accessing the Service.

"Internet" means a decentralized global communications medium and the world-wide network of computer networks, accessible to the public, that are connected to each other using specific protocols, which provides for file transfer, electronic mail, remote log in, news, database access, and other services.

"Password" means a combination of numbers and/or letters selected by a Designated User that is used to identify the Designated User. The Password is used in conjunction with a User ID to access the Service.

"Security Breach" means any breach in the security of the Service, or any actual or threatened use of the Service, a Security Device, or Electronic Channel in a manner contrary to the Agreement, including, without limitation, the introduction of Disabling Code or a Virus to the Service.

"Security Device" means a combination of a User ID and Password.

"Software" means any computer program or programming (in any code format, including source code), as modified from time to time, and related documentation.

"User ID" means the combination of numbers and/or letters selected by the Borrower used to identify a particular Designated User. The User ID is used in conjunction with a Password to access the Service.

"Virus" means an element which is designed to corrupt data or enable access to or adversely impact upon the performance of computer systems, including any virus, worm, logic bomb and Trojan horse.

Terms defined in the Agreement have the same meanings where used in the RBC Covarity Dashboard Terms and Conditions.

2. Access to the Service. The Borrower will appoint one or more Designated User(s) to access the Service on behalf of the Borrower. The Borrower acknowledges and agrees that each Designated User appointed by the Borrower may electronically upload the Borrower's financial information and may view all previously uploaded financial information and all calculations in the RBC Covarity Dashboard.

At the time of registration for the Service, the Borrower will advise the Bank of the name and e-mail address of each Designated User. The Borrower will immediately advise the Bank if a Designated User changes or is no longer valid.

The Bank will provide the Borrower with a User ID and temporary password for each Designated User. Each Designated User will receive the User ID and temporary password delivered to their e-mail address. Each Designated User will change the temporary password to a unique Password which may not be easily guessed or obtained by others. If it is suspected or known that the Password has been compromised in any way, the Password must be changed immediately.

On first access to the Service, each Designated User will be required to read and agree to terms of use which will thereafter be accessible from a link located on each web page of the Service.

3. Security Devices. The Borrower recognizes that possession of a Security Device by any person may result in that person having access to the Service. The Borrower agrees that the use of a Security Device in connection with the Service, including any information sent, received or accepted using the Service, will be deemed to be conclusive proof that such information is accurate and complete, and the submission of which is authorized by, and enforceable against, the Borrower.

The Borrower is responsible for maintaining the security and confidentiality of Security Devices which may be used in connection with the Service. The Borrower is responsible for ensuring that a Security Device will only be provided to and used by a Designated User. The Borrower agrees to be bound by any actions or omissions resulting from the use of any Security Device in connection with the Service.

4. Security. Each party shall at all times have in place appropriate policies and procedures to protect the security and confidentiality of the Service, Electronic Channels and Electronic Communication and to prevent any unauthorized access to and use of the Service and Electronic Channels. The Borrower agrees to comply with any additional procedures, standards or other security requirements that the Bank may require in order to access the Service.

The Borrower will not (i) access or use the Service for an illegal, fraudulent, malicious or defamatory purpose, or (ii) take steps or actions that could or do undermine the security, integrity, effectiveness, goodwill or connectivity of the Service (including illegal, fraudulent, malicious, defamatory or other activities that threaten to harm or cause harm to any other person).

The Borrower agrees not to transmit via the Service any viruses, worms, defects, Trojan horses or any items of a destructive nature. The Borrower shall maintain the security of their computer by using anti-virus scanning, a firewall and installing the latest security patches to provide assurance that no Virus is introduced into the systems or Software while accessing the Service.

5. Unsecure Electronic Channels. The Borrower acknowledges and agrees that if it uses, or if it authorizes and directs the Bank to use, any unencrypted Electronic Channel, including unencrypted e-mail or facsimile, any Electronic Communication sent, received and/or accepted using such Electronic Channel is not secure, reliable, private or confidential. Any such Electronic Communication could be subject to interception, loss or alteration, and may not be received by the intended recipient in a timely manner or at all. The Borrower assumes full responsibility for the risks associated with such Electronic Communication.

6. Notice of Security Breach. The Borrower shall notify the Bank by notifying the RBC Account Manager in writing immediately of any Security Breach including: (i) any application vulnerability or if a Virus is contained in or affects transmission of information to the Service; or (ii) if the Borrower knows or reasonably ought to know that an unauthorized person may have access to the Service, Security Device or Electronic Channel.

If a Security Breach occurs the Borrower shall: (i) assist the Bank in the management of any consequences arising from it; (ii) take any reasonable steps necessary for it to take to mitigate any harm resulting from it; and (iii) take appropriate steps to prevent its recurrence.

7. Binding Effect. Any Electronic Communication that the Bank receives from or in the name of, or purporting to be from or in the name of, the Borrower or any other person on the Borrower's behalf in connection with the Service, will be considered to be duly authorized by, and enforceable against, the Borrower. The Bank will be authorized to rely and act on any such Electronic Communication, even if the Electronic Communication was not actually from the Borrower or such other person or differs in any way from any previous Electronic Communication sent to the Bank. Any Electronically Uploaded Financial Information will be considered to be financial information submitted to the Bank by an individual permitted to act on behalf of and bind the Borrower in all respects, and the Bank will be authorized to rely and act on any such Electronically Uploaded Financial Information accordingly. Any Electronically Submitted Certificates will be considered to be certificates, reports and/or forms completed and submitted to the Bank by an individual permitted to act on behalf of and bind the Borrower in all respects, and the Bank will be authorized to rely and act on any such Electronically Submitted Certificates accordingly.

8. Representations and Warranties. The Borrower represents and warrants to the Bank that each time Electronically Uploaded Financial Information and/or Electronically Submitted Certificates are submitted: (i) all financial statements, certificates, forms, reports and all information contained therein will be accurate and complete in all respects; (ii) all amounts certified as Potential Prior-Ranking Claims will be current amounts owing and not in arrears; (iii) all representations and warranties contained in the Agreement will be true and correct; and (iv) no event will have occurred which constitutes, or which, with notice, lapse of time, or both, would constitute an Event of Default or breach of any covenant or other term or condition of the Agreement. The Borrower will be deemed to repeat these representations and warranties each time Electronically Uploaded Financial Information and/or Electronically Submitted Certificates are submitted.

9. Evidence. Electronic records and other information obtained by the Bank in an Electronic Communication will be admissible in any legal, administrative or other proceedings as conclusive evidence of the contents of those communications in the same manner as an original paper document, and the Borrower waives any right to object to the introduction of any such record or other information into evidence on that basis.

10. Limitation of Liability. The Bank is not responsible or liable for any damages arising from: (i) inaccurate, incomplete, false, misleading, or fraudulent information provided to the Bank; (ii) losses incurred as a result of an actual or potential Security Breach; or (iii) losses incurred as a result of application vulnerability or Virus that is contained in or affects any Software or systems used by or on behalf of the Borrower in connection with the Service.

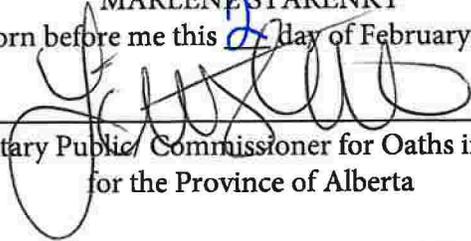
Although every effort is made to provide secure transmission of information, timely communication and confidentiality cannot be guaranteed. In no event shall the Bank be liable for

any loss or harm resulting from the use of the Service, or from a breach of confidentiality in respect of use of the Service.

11. Termination. The ability of the Borrower to fulfill the reporting requirements relating to the submission of financial information set out in the Agreement using RBC Covarity Dashboard shall terminate upon revocation of access to the Service. In addition, the Bank may suspend or terminate access to or discontinue the Service immediately for any reason at any time without prior notice. The Bank will not be responsible for any loss or inconvenience that may result from such suspension or termination. The Borrower, upon giving notice to the Bank by notifying the RBC Account Manager in writing, may terminate use of the Service at any time.

12. Amendment. The Bank may amend these RBC Covarity Dashboard Terms and Conditions upon 30 days notice (which may be given electronically by way of e-mail or in writing) to the Borrower. The Borrower agrees that the continued use of the Service after the effective date of a change will constitute conclusive evidence of consent to all such amendments and the Borrower shall be bound by the amendments.

This is Exhibit "H" referred to in the Affidavit of
MARLENE STARENKY
Sworn before me this 27 day of February, 2021



Notary Public/ Commissioner for Oaths in and
for the Province of Alberta

TRISTEN POMERANCE
Barrister and Solicitor



This lease agreement (the "Lease Agreement") made as of the 23rd day of June, 2017 between

ROYAL BANK OF CANADA ("Lessor")

and

JUMP PARK TRAMPOLINE (WINNIPEG) LTD. ("Lessee")

Address:
5575 North Service Rd,
Suite 300,
Burlington, Ontario
L7L 6M1

Address:
1175 Wilkes Avenue
Winnipeg, Manitoba
R3P 1B9

Lessor and Lessee agree as follows:

1. Leasing of Equipment

- 1.1 Lessor may, from time to time, at its option, on the request of Lessee, acquire equipment for leasing to the Lessee ("Equipment"), pursuant to the terms of this Lease Agreement and the relevant supplemental agreement ("Leasing Schedule").
 - 1.2 Neither the Lessor, nor the Lessee on behalf of Lessor, will order or acquire any Equipment unless Lessee has executed such documents and agreements as Lessor may require. Lessee will advise Lessor promptly of any Equipment ordered or acquired by Lessee on behalf of Lessor pursuant to this Lease Agreement.
 - 1.3 Lessee will provide Lessor with a copy of the invoice for each item of Equipment to be purchased pursuant to this Lease Agreement, addressed to Lessor. A Leasing Schedule for that Equipment shall be entered into before payment is made for the Equipment.
 - 1.4 Lessee shall conduct such acceptance testing of any Equipment to be purchased pursuant to this Lease Agreement as may be appropriate in the circumstances, and promptly upon successful completion of that acceptance testing shall sign the relevant Leasing Schedule for the Equipment, and return one executed Leasing Schedule to the Lessor.
 - 1.5 Lessor shall have no responsibility under any purchase order or any purchase or license agreement or any Leasing Schedule if Lessee does not accept the Equipment and sign and deliver to Lessor the Leasing Schedule(s) and acceptance certificate for that Equipment. Any agreement with the seller of the Equipment will include a provision to this effect.
 - 1.6 Each Leasing Schedule shall constitute a separate Lease of the Equipment described in the Leasing Schedule but incorporating the terms of this Lease Agreement. In the event of a conflict between the terms of this Lease Agreement and any Leasing Schedule with respect to any Lease, the terms of the Leasing Schedule shall govern.
 - 1.7 Terms not otherwise defined herein shall have the same meaning ascribed under the Leasing Schedule.
- 2. Payment of Equipment Cost**
- 2.1 Lessor will pay the agreed cost to be funded by Lessor for the Equipment acquired pursuant to this Lease Agreement on the later of: (i) the due date for payment, and (ii) delivery of the signed Leasing Schedule.

3. Rental

- 3.1 Lessee shall pay to Lessor the rental payable, as set out in the Leasing Schedule. The first installment is payable on the Commencement Date of the Term and the last of such installments is payable on the Termination Date of Term, all as shown on the relevant Leasing Schedule.

4. Rent Payment

- 4.1 The Total Rental Installments shall be paid at the office of Lessor, at the address set out on page 1 of this Lease Agreement, or at such other place in Canada as Lessor may from time to time designate by notice.

5. Ownership

- 5.1 Title to, ownership of, and property in, the Equipment shall at all times be and remain solely and exclusively in the Lessor, subject only to the rights of Lessee to use the Equipment pursuant to the provisions of this Lease, and to purchase the same pursuant to any option granted in the relevant Leasing Schedule.

6. Personal Property

- 6.1 Notwithstanding any purposes for which the Equipment may be used or that it may become in any manner affixed or attached to or embedded in or permanently rested upon land or any structure thereon, it shall remain moveable personal property, and subject to all of the rights of Lessor under the Lease to which it is subject.
- 6.2 Lessee agrees to use all reasonable commercial efforts to obtain a waiver, if required by and in a form satisfactory to Lessor, from any landlord, mortgagee, hypothecary creditor or other encumbrancers or any person having any interest in the land or structure referred to in Section 6.1 hereof consenting to this Lease Agreement and any relevant Leasing Schedule, and to the exercise by Lessor of its rights thereunder and hereunder and declaring that such encumbrances do not affect the Equipment.
- 6.3 Solely for the purpose of, and to the extent reasonably necessary to protect the interest of the Lessor as to its title and first priority interest in the Equipment, and without election or admission that this Agreement or any Leasing Schedule is a finance lease, the Lessee grants a security interest in any interest of the Lessee in the Equipment to the Lessor.

7. Licence

- 7.1 Lessee agrees that Lessor:
 - (a) may at any time and from time to time, if an Event of Default (s.18) has occurred and is continuing, enter upon any lands and premises where any Equipment is located with all such force as may be reasonably required, to dismantle, detach and remove the Equipment or render it unusable;
 - (b) shall not be liable for any damage done to those lands or premises in exercising those rights, save only such damage as may be caused by the gross negligence or willful act of Lessor or its agents or servants; and
 - (c) may, at its election, register, by way of caveat or otherwise, against those lands and premises of its rights under the Lease.

8. Exclusion of Warranties

- 8.1 Lessee acknowledges that the Equipment will be personally chosen and selected by Lessee and that it will be of a make,

- size, design and capacity specified by Lessee for the purpose intended by Lessee.
- 8.2 Lessee confirms that Lessor does not make or give any representation or warranty, express or implied, as to the Equipment, its condition, fitness or suitability for any particular use intended by Lessee.
- 8.3 Lessee shall bear the risk of any theft, loss or destruction of or damage to any item of Equipment. Lessee acknowledges that none of these events will in any way affect its obligations, which will continue in full force and effect, except to the extent of any proceeds of any insurance maintained by Lessee that are actually received by Lessor.
- 8.4 Lessee shall not exert or claim against Lessor any defense, write-off, set-off, claim or counterclaim to which Lessee may be entitled against the supplier(s), and no such right shall affect the Lessor's obligations.

9. Maintenance and Use

- 9.1 Lessee will, at its own expense:
- (a) keep the Equipment in good operating condition and repair including, without limitation, the repair of any damage to the Equipment, whatever the cost, except for the repair of ordinary wear and tear, provided that Lessee will repair ordinary wear and tear if such repair is required to maintain the Equipment in good operating condition and repair; and
- (b) comply in all respects with all recommendations, or requirements of the supplier(s) or manufacturer(s) regarding the Equipment, as may be necessary to preserve all warranties.
- 9.2 Any parts or anything else that are, as part of Lessee's maintenance and repair of the Equipment, placed in or upon the Equipment shall form part of the Equipment, become property of the Lessor, and be free of all adverse claims.

10. Inspection

- 10.1 Lessor and its agents shall have the right to inspect the Equipment at any reasonable time upon reasonable notice to Lessee, and Lessee shall afford all reasonable facilities required by the Lessor or its agents for the purpose of inspection, and for that purpose may enter any premises where the Equipment is located.

11. Insurance

- 11.1 As and from the earlier of the date upon which Lessor acquires ownership of, or title to, the Equipment or the date on which Lessee takes possession or control of the Equipment, and thereafter throughout the term of each relevant Leasing Schedule, Lessee shall, at its sole expense:
- (a) place and maintain all risks property insurance on the Equipment, in amounts satisfactory to Lessor, consistent with Lessee's normal and usual practice for insuring equipment of the same general classification. This property damage insurance shall specifically state by its wording or by endorsement that it:
- i) includes Lessor (as owner) as an additional named insured,
 - ii) includes a loss payable clause in favour of Lessor,
 - iii) includes a waiver of subrogation clause in favour of Lessor,
- (b) place and maintain comprehensive general liability insurance, and automobile liability insurance in the case of leased licensed motor vehicles, with limits of liability satisfactory to Lessor for injury to or death of any one or more persons or damage to property. Said insurance shall specifically state by its wording or by endorsement that it:
- i) extends to cover the liabilities of the Lessee from the use or possession of the Equipment,
 - ii) includes Lessor as an additional named insured, and

- iii) includes a cross liability provision that the policy shall insure each person, firm or corporation insured thereunder in the same manner and to the same extent as if a separate policy had been issued to each, but the inclusion therein of more than one insured shall not operate to increase the limits of the insurers' liability.

- 11.2 Lessee shall supply Lessor with a certificate of insurance or other evidence satisfactory to Lessor evidencing the foregoing coverage and evidence of its renewal or replacement from time to time, so long as any Leasing Schedule remains in force and effect.

12. Taxes

- 12.1 Lessee shall pay punctually all sales taxes, licence fees, business taxes, levies and assessments of every nature and kind whatsoever which be or become payable at any time or from time to time upon, or in respect of, the Equipment, and any payments to be made under this Lease Agreement or any Leasing Schedule, except for income taxes payable by Lessor.

13. Adverse Claims

- 13.1 Lessee shall keep the Equipment free and clear of all adverse claims. Lessee may contest any adverse claim provided that Lessee:
- a) gives Lessor notice of the adverse claim;
 - b) provides Lessor with an indemnity and collateral security, both satisfactory to Lessor; and
 - c) contests the adverse claim with all due dispatch.

14. Laws and Regulations

- 14.1 Lessee shall comply with all laws, by-laws and regulations relating to the ownership, possession, operation and maintenance of the Equipment including, without limiting the generality of the foregoing, laws, by-laws or regulations dealing with the protection of the environment, health and safety. Lessee will obtain and maintain all necessary licenses, permits and permissions required for the use of the Equipment.

15. Alterations

- 15.1 All alterations, additions or improvements made by Lessee to the Equipment shall be at Lessee's expense and shall belong to and become the property of Lessor and be subject to all the provisions of this Leasing Agreement and the relevant Leasing Schedule.

16. Loss of Equipment

- 16.1 Lessee shall bear the risks of (i) any total loss, or loss that amounts, in the sole opinion of the Lessor, to a total loss of the Equipment through theft, damage, destruction, or even by superior force and (ii) any expropriation or other compulsory taking or use of the Equipment by any government or other authority ("Loss of Equipment"). If a Loss of Equipment occurs, Lessee shall pay to Lessor an amount calculated by discounting the aggregate amount of all Rental instalments, including the Purchase Option amount, if any, specified under the applicable Leasing Schedule which were to be paid during the remainder of the Term, using an assumed rate equal to the lesser of:
- i) five percent (5%);
 - ii) the bond rate at the date, for the equivalent term to maturity, of the applicable Leasing Schedule; and
 - iii) the bond rate at the date of the discount calculation for a term equivalent to the remaining term of such Leasing Schedule (with, in the case of (ii) and (iii), Canadian dollar obligations being benchmarked against bonds issued by the Government of Canada and U.S. dollar obligations being benchmarked against bonds issued by the Government of the United States of America).

16.2 Upon such payment, Lessor shall convey on an "as is", "where is" basis, subject to the rights of the insurer, all its right, title and interest in the Equipment and any claim for proceeds of loss of equipment, in which case the Lease shall terminate with respect to that Equipment, and no further rental payment shall be payable thereafter with respect to that Equipment. All Federal and Provincial sales or transfer taxes, licence fees and similar assessments connected with the transfer of Lessor's right, title and interest to the Equipment to Lessee shall be paid by Lessee.

17. Lessee's Acknowledgements - Foreseeable Damages

17.1 Lessee hereby acknowledges that Lessor:

- (a) has or will acquire the Equipment at the request and direction of Lessee and for the purpose of leasing same to Lessee under a Leasing Schedule; and
- (b) intends to treat the lease of Equipment to the Lessee as a true lease and to claim over the term of the lease all available tax benefits.

Lessee acknowledges that if an Event of Default occurs, Lessor's return on its investment may be adversely affected. In that case Lessor may, in addition to its immediate loss of interest on its investments, sustain and claim from Lessee other foreseeable damages which cannot be quantified on the date of execution of this Lease Agreement or any Leasing Schedule. Those damages may include, without limitation, loss of fiscal benefits for the remainder of the term of any lease of any Equipment or increased tax liabilities or both, unanticipated increased administrative costs, amortized but unrecovered setup costs, fees and disbursements as well as additional or increased monetary liabilities towards any third party lender, under or by reason of such Event of Default and the premature termination of the lease of any Equipment and the funding thereof.

18. Events of Default

18.1 Any of the following is an "Event of Default":

- (a) Failure by Lessee to pay any Total Rental Installment or other amount pursuant to any Leasing Schedule.
- (b) Failure by Lessee to perform any of its obligations under Sections 11 or 14 of this Lease.
- (c) Failure of Lessee to perform any of its other obligations within 15 days of notice from Lessor as to the failure and requiring it to be rectified.
- (d) The bankruptcy or insolvency of Lessee, the filing against Lessee of a petition in bankruptcy, the making of an authorized assignment for the benefit of creditors by Lessee, the appointment of a receiver or trustee for Lessee or for any assets of Lessee or the institution by or against Lessee of any other type of insolvency proceeding under the Bankruptcy and Insolvency Act or otherwise, or the institution by or against Lessee of any formal or informal proceedings for the dissolution or liquidation of, settlement of, claim against or winding up of affairs of Lessee.
- (e) The amalgamation of Lessee with another corporation or corporations, or continuation of Lessee under a statute other than the statute under which it exists at the date of execution of this Lease Agreement.
- (f) If any adverse claim becomes enforceable against Lessee affecting or against any Equipment.
- (g) Failure of the Lessee to perform any obligation it may have under any agreement with Royal Bank of Canada or any of its subsidiaries.
- (h) A change that is, in the opinion of Lessor, a material adverse change in the business, financial condition or ownership of Lessee or Equipment.

19. Lessor's Remedies on Default

19.1 If an Event of Default occurs, Lessor may, without notice to Lessee, take possession of all Equipment, and for that purpose may enter any premises where any of the Equipment is located. Lessor may sell, lease or otherwise dispose of Equipment for such consideration and upon such terms and conditions as it considers reasonable. This includes, without limitation, the right in the name of and as the irrevocably appointed agent and attorney of Lessee, to lease any item of the Equipment to any other person upon such terms and conditions, for such rental and for such period of time as Lessor may deem reasonable, without terminating or being deemed to have terminated the relevant Leasing Schedule, and to receive that rental and hold and apply it against any amount owing by Lessee to Lessor under the Lease. All of these rights are without prejudice to Lessor's other rights and recourses against Lessee, at law or in equity.

19.2 If an Event of Default occurs, then whether or not Lessor has taken possession of any Equipment, Lessee shall pay to Lessor on demand an amount determined as follows:

- a) an amount calculated by discounting the aggregate amount of all Rental Installments, including the Purchase Option amount, if any, specified under the applicable Leasing Schedule which were to be paid during the remainder of the Term, using an assumed rate equal to the lesser of:
 - i) five percent (5%);
 - ii) the bond rate at the date, for the equivalent term to maturity, of the applicable Leasing Schedule; and
 - iii) the bond rate at the date of the discount calculation for a term equivalent to the remaining term of such Leasing Schedule (with, in the case of (ii) and (iii), Canadian dollar obligations being benchmarked against bonds issued by the Government of Canada and U.S. dollar obligations being benchmarked against bonds issued by the Government of the United States of America); plus
- b) the amount of any damages described in Section 17.1 suffered or sustained by Lessor and not recovered pursuant to Section 19.2 (a); plus
- c) the amount of any Total Rental Installments or payments of interim rental due as of the date of Event of Default and unpaid, and any other amount due on that date and unpaid under the Lease; plus
- d) any cost of disposition of the Equipment; less
- e) the amount of any security deposits under that Leasing Schedule and any proceeds of the disposal of the Equipment actually received by Lessor.

19.3 If Lessor has leased Equipment pursuant to its rights under this Section 19 it may demand payment under Section 19.2, and account to Lessee for the proceeds of that lease as and when Lessor receives them.

19.4 If Lessor has not taken possession of the Equipment, and Lessee pays Lessor the amount determined under Section 19.2 hereof, then Lessor will convey all of its right, title and interest in all Equipment to Lessee, on the terms of Sections 21.5 and 21.6 hereof

20. Lessor's Option to Terminate

20.1 Lessee agrees that neither this Lease Agreement nor any Leasing Schedule, nor any interest therein or in any Equipment, shall be assignable or transferable by operation of law and it is agreed and covenanted by and between the parties hereto that if any Event of Default shall occur or happen, then this Lease Agreement and any and all Leasing Schedules shall, at the option of the Lessor to be exercised by notice hereunder, immediately end and terminate and

neither this Lease Agreement nor any Leasing Schedule or any interest therein shall be an asset of Lessee after the exercise of that option; provided that no such termination shall terminate or affect any right or remedy which shall have arisen under the Lease prior to such termination.

21. Option to Purchase

- 21.1 If there is no Event of Default, Lessor hereby grants to Lessee an option to purchase whatever title Lessor may have to the Equipment for the purchase price and at the time or times set forth in the relevant Leasing Schedule.
- 21.2 This option to purchase may be exercised by Lessee by giving to Lessor notice of Lessee's intention to exercise such option, at least thirty (30) days prior to the date of intended purchase, describing the Equipment with respect to which such option is being exercised.
- 21.3 The intended purchase and sale shall be concluded on a date specified in the said notice falling on or after, the date stated in the relevant Leasing Schedule, but in any event not later than the termination date of the term pertaining to the Equipment being purchased.
- 21.4 Upon the exercise of this option, there shall be a binding agreement for the sale and purchase of the Equipment described in the notice on the terms and conditions provided herein. The purchase price shall be paid to Lessor at the time of the conclusion of the sale.
- 21.5 Upon this purchase, Lessor shall sell the Equipment so purchased free and clear of all interests of Lessor under this Lease Agreement and any Leasing Schedule and thereupon this Lease shall terminate with respect to the Equipment so purchased. The sale shall be on an "as-is where-is" basis and be without representation or warranty by Lessor except that it has the right to sell the Equipment to Lessee and that it has not given any security interest in the Equipment to any third party.
- 21.6 Lessee shall bear the cost of any taxes, licence or registration fees or other assessments or charges imposed on, or connected with, the transfer of title to and ownership of the Equipment.

22. Remedying Defaults

- 22.1 If Lessee shall fail to perform or comply with any of its obligations under this Lease Agreement or any Leasing Schedule, Lessor at its discretion may do all such acts and make all such disbursements as may be necessary to cure the default and any costs incurred or disbursements made by Lessor incurring any such default shall be payable by Lessee on demand.

23. Indemnification

- 23.1 Lessee will indemnify Lessor and save Lessor harmless from and against all loss, costs, damage or expense of every nature and kind whatsoever sustained or suffered by Lessor, or for which the Lessor may be or become liable, resulting from:
- (a) the execution of the Lease Agreement or any Leasing Schedule by Lessor or the purchase or ownership by Lessor of the Equipment;
 - (b) the non-acceptance by Lessee or the failure, refusal or neglect of Lessee to accept the Equipment;
 - (c) the moving, delivery, maintenance, repair, use, operation or possession of the Equipment by Lessee or the ownership thereof or other rights held therein by Lessor; or
 - (d) the failure of Lessee to comply with any of its obligations under the Lease Agreement or a Leasing Schedule; unless caused by the act or neglect of Lessor, its servants or agents.

24. Assignment of Warranties

© Registered trademark of Royal Bank of Canada

- 24.1 Lessor hereby assigns to Lessee the benefit of all warranties resulting from the sale entered into with the supplier for its use during the term of the Lease.

25. Patent Infringement

- 25.1 Lessee shall defend and hold Lessor free and harmless from any cost, loss, damage or expense suffered or incurred by Lessor in any suit, proceeding or otherwise so far as the same is based on any claim that the use or operation of the Equipment by Lessee infringes any patent or copyright.

26. Overdue Payment

- 26.1 Any overdue payment shall bear interest at the rate of Royal Bank Prime Interest Rate plus five per cent (5%) per annum calculated monthly whether before or after judgement, from the date it is due until paid.

27. Delivery at Termination

- 27.1 Lessee shall on the expiration or sooner termination of any Lease, surrender the Equipment to Lessor at a place in Canada designated by Lessor in good order and repair, ordinary wear and tear excepted.
- 27.2 In the event that with or without the consent of Lessor, Lessee remains in the possession of or uses the Equipment after the expiration of the term of the Lease pertaining thereto, all the provisions of the Lease shall apply thereto, including the payment of rental and all other payments required, unless and until the same has been surrendered pursuant to the terms of this section, or Lessor has relieved Lessee from its obligations under the Lease with respect to the Equipment.

28. Notice

- 28.1 Any notice required to be given hereunder shall be in writing and may be personally delivered or sent by facsimile or may be forwarded by registered mail. If any such notice is so mailed it shall be deemed to have been given by the sender and received by the party hereto to whom it has been addressed two business days after the due mailing thereof by prepaid registered mail addressed to the address shown on page 1 of this Lease Agreement or on the same business day if sent by delivery or facsimile.
- 28.2 Any person to whom a notice is required to be addressed may from time to time give notice of any change of address and in such event the foregoing addresses shall be deemed to have been changed accordingly.

29. Assignment and Sub-Letting

- 29.1 Lessee will not assign any Lease or sub-let any Equipment without the prior consent in writing of Lessor, such consent not to be unreasonably withheld. No assignment of the Lease or sub-letting of any Equipment shall relieve the Lessee of its obligations hereunder nor shall any subletting be for a term which extends beyond the expiration of the term of the Lease Agreement.

30. Corporate Waiver

- 30.1 Lessee waives its right to receive a copy of any financing statement or financing change statement registered by Lessor.
- 30.2 The Lessee hereby acknowledges that seizure or repossession of the Equipment referred to in any Lease shall not, by implication of law, extinguish the Lessee's indebtedness under any such Lease or other collateral security.

31. Limitation of Civil Rights - Saskatchewan

- 31.1 Lessee covenants and agrees with Lessor that The Limitation of Civil Rights Act of the Province of Saskatchewan shall have no application to this Lease Agreement or any Leasing Schedule.

32. Successors and Assigns

32.1 The Lease Agreement and each Leasing Schedule shall enure to the benefit of, and be binding upon Lessor and Lessee, their successor and permitted assigns and the sub-lessees of Lessee. Lessor shall be at liberty to assign and otherwise deal with its rights under any Lease.

33. Location of Equipment

33.1 Lessee shall not part with possession of the Equipment.
33.2 Lessee declares that the Equipment will be located at the "Place of Use" in the relevant Leasing Schedule. If the location changes, Lessee will promptly give to Lessor notice of the new location not later than five (5) days after the change.

34. Records

34.1 Lessee shall maintain a record describing each item of Equipment, all changes, replacements, modifications and alterations thereto and the cost thereof. The record described shall be available to Lessor, its representatives or agents for inspection and to copy.

35. Offset

35.1 Lessee hereby waives any and all existing and future claims and offsets against any payment due to Lessor hereunder and agrees to pay those amounts due hereunder regardless of any offset or claim which may be asserted by Lessee or on its behalf.

36. Remedies Cumulative

36.1 All rights and remedies of Lessor hereunder are cumulative and not alternative and may be exercised by Lessor separately or together, in any order, sequence of combination.

37. Time

37.1 Time is and shall be in all respects of the essence of any Lease.

38. Entire Transaction

38.1 This Lease Agreement and Leasing Schedules represent the entire transaction between the parties hereto relating to the subject matter.
38.2 No agreement purporting to amend or modify this Lease Agreement or any Leasing Schedule or any document, paper or written relating hereto or thereto, or connected herewith or therewith, shall be valid and binding upon the parties hereto unless in writing and signed and accepted in writing by both parties hereto.

39. No Merger in Judgment

39.1 The taking of any judgment under this Lease Agreement or any Leasing Schedule shall not operate as a merger of any term, condition or provision hereof or thereof.

40. Further Assurances/Copy of Agreement

40.1 Lessee shall give further assurances and do, execute and perform all such acts, deeds, documents and things as may

be reasonably required to enable Lessor to have the full benefit of all rights and remedies intended to be reserved or created hereby.

40.2 Lessee acknowledges receipt of a copy of this Lease Agreement.

41. Proper Law

41.1 This Lease Agreement and each Leasing Schedule hereto shall be governed, construed and enforced in accordance with the laws of the Province of Manitoba.

42. Currency

42.1 All sums payable by Lessee to Lessor under this Lease Agreement or any Leasing Schedule hereto shall be paid in Canadian dollars, unless otherwise specified in the Leasing Schedule.

43. Language

43.1 This Lease Agreement and each Leasing Schedule are drawn up in the English language at the request of both parties.

Le présent contrat de location a été rédigé en langue anglaise à la demande des deux parties.

44. General

44.1 Any terms herein defined in the singular number shall have a corresponding meaning when used in the plural.
44.2 Any act or deed required to be observed, performed or done hereunder falling on a Saturday, Sunday or other statutory holiday shall be observed, performed or done on the business day next following but any delay hereby granted shall not extend to relieve either party from the due performance and fulfillment of its obligations hereunder.

45. Facsimile Language

45.1 The Lessor will be entitled to rely on any signature appearing on a facsimile transmission that purports to be a signature of the Lessee or of a representative of the Lessee as being authorized, valid and binding on the Lessee, even if the signature was not, in fact, signed by the Lessee or its representative. The Lessee will keep the originals of all documents and instructions transmitted to the Lessor by facsimile, and will produce them to the Lessor upon request. Lessor and the Lessee agree that a copy of a document transmitted by fax shall be admissible as evidence of its contents and its execution by the parties in the same manner as an original document, and expressly waive any right to object to its introduction in evidence, including any right to object based on the best evidence rule.

46. Financial Information

46.1 Lessee will provide to the Lessor from time to time such information about Lessee and Lessee's business as the Lessor shall reasonably request, including, without limitation, bank and financing ratings, any financial statements prepared by or for Lessee regarding Lessee's business.

In witness whereof the parties hereto have executed this Lease Agreement on the 23rd day of June, 2017 over the hands of their proper signing officers duly authorized in that behalf.

Royal Bank of Canada

per 
Eugene Basolini
Head, Equipment Finance Solution Centre

per _____

JUMP PARK TRAMPOLINE (WINNIPEG) LTD.

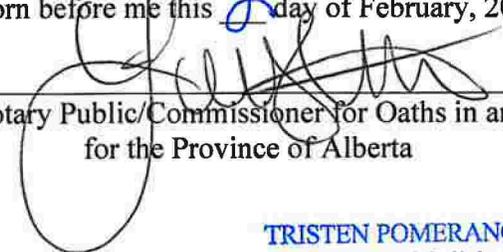
per 
Bal Arwal, President, CEO

per _____

❖ Logoff	⌘ Search	⌘ Registration	⌘ Account	⌘ Reports	❖ Legislation	⌘ Help
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Summary of Your Registration (This Is not a Verification Statement)	
MANITOBA Requested By: OSMANS Request Date: 23-JUN-2017	R=R ID#: 693315 SUBMITTED REGISTRATION
Client Reference#: MLA Registration Period: 10	Docket#: 573619491
	Trust Indenture: Perfection in another Jurisdiction: Purchase Money Security Interest: X Receiver Appointment:
Notes:	
Debtor : JUMP PARK TRAMPOLINE (WINNIPEG) LTD. 1175 WILKES AVENUE WINNIPEG MB R3P1B9 CANADA	
General Collateral: AS PER MASTER LEASE AGREEMENT DATED JUNE 23RD 2017 TOGETHER WITH ALL INVENTORY AND EQUIPMENT NOW OR HEREAFTER ACQUIRED BY THE DEBTOR AND FINANCED BY THE SECURED PARTY TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.	
Security Interest taken: X	
Secured Party: 045235 ROYAL BANK OF CANADA 300-5575 NORTH SERVICE RD BURLINGTON ON L7L 6M1 CAN	
<input type="checkbox"/> Register the same details in another province	
<input type="button" value="Perform A New Registration"/>	<input type="button" value="Print"/>

This is Exhibit "I" referred to in the
Affidavit of MARLENE STARENKY
Sworn before me this 2 day of February, 2021



Notary Public/Commissioner for Oaths in and
for the Province of Alberta

TRISTEN POMERANCE
Barrister and Solicitor



5575 North Service Road
Suite 300
Burlington, ON L7L-6M1

02/01/2021

JUMP PARK TRAMPOLINE (WINNIPEG) LTD.
1175 Wilkes Avenue
Winnipeg, MB R3P 1B9

Re: Early Buy-out Lease – 573619491 – 201000034190

Thank you for your request for the early buyout figures on your lease.

Effective **February 1, 2021** they are as follows:

Principal	\$1,459,752.62
Interest Arrears	\$58,538.09
Interest Feb 1, 2021	\$237.96
SUBTOTAL	\$1,518,528.67
GST/HST #10524 8165 RT0001	\$75,926.43
PST	\$106,297.01
<u>TOTAL</u>	<u>\$1,700,752.11</u>
Per-diem \$266.51 (\$237.96 + taxes)	

These figures are based on all payments being up-to-date. Should you choose to take advantage of the early buyout option, you may do so by simply providing written authorization to process a direct debit from your account or forward a cheque. The payout amount is subject to change if the bank discovers any errors or omissions in the calculations of the amount owing.

If you have any further questions or require additional information, please call me at 1-800-301-4354.

We appreciate your business and thank you for choosing RBC Leasing.

Yours truly,

Arb Maria Cowie

Client Services
Royal Bank of Canada – Leasing
Equipment Finance Solution Centre

From: Starenky, Marlene <marlene.starenky@rbc.com>
Sent: Monday, February 1, 2021 10:47 AM
To: Dana M. Nowak <dnowak@mltaikins.com>
Cc: Starenky, Marlene <marlene.starenky@rbc.com>
Subject: Fun Park/Jump Park - PO not including Leases

External Sender

FUN PARK AMUSEMENT CENTER LTD.

LEASE FACILITY

Balance Forthcoming

DEMAND - 03009 66158040 001

Inquiry Type: CLOSE INQ

Inquiry Date: FEB 01/21

Inquiry Time: 09:10:04

Loan Account Number - Segment: 66158040-001

Short Name: FUN PARK AMS VI

Deferred Indicator:

Loan Officer Number: 807

Fees Owning: 0.00

Loan Description: DEMAND LOAN

Uncollected Interest: 656.19

Status: RI

Net Capitalization: 0.00

Inquiry Effective Date: FEB 01/21

Deferred Income: 0.00

Outstanding Loan: 5,383.41

Exess Kilometer Charge: N/A

Interest to Date: 673.88

Student Interest: 0.00

Insurance to Date: 0.00

Interest Relief Months:

Loan Closing Amount: 6,057.29

PSED: N/A

Amort Term Remaining: N/A

Per Diem Interest: 2.95

Payment / Maturity Date: N/A

JUMP PARK TRAMPOLINE

This is Exhibit "J" referred to in the
Affidavit of MARLENE STARENKY
Sworn before me this 2 day of February, 2021



Notary Public/ Commissioner for Oaths in and
for the Province of Alberta

TRISTEN POMERANCE
Barrister and Solicitor



Royal Bank of Canada
General Security Agreement

SRF: 569908395
Borrower: JUMP PARK TRAMPOLINE LTD.

9034 51ST AVE
EDMONTON
ALBERTA
T6E 5X4
CA

1. SECURITY INTEREST

(a) For value received, the undersigned ("Debtor"), hereby grants to **ROYAL BANK OF CANADA** ("RBC"), a security interest (the "Security Interest") in the undertaking of Debtor and in all of Debtor's present and after acquired personal property including, without limitation, in all Goods (including all parts, accessories, attachments, special tools, additions and accessions thereto), Chattel Paper, Documents of Title (whether negotiable or not), Instruments, Intangibles, Money and Securities and all other Investment Property now owned or hereafter owned or acquired by or on behalf of Debtor (including such as may be returned to or repossessed by Debtor) and in all proceeds and renewals thereof, accretions thereto and substitutions therefor (hereinafter collectively called "Collateral"), and including, without limitation, all of the following now owned or hereafter owned or acquired by or on behalf of Debtor:

- (i) all Inventory of whatever kind and wherever situate;
- (ii) all equipment (other than Inventory) of whatever kind and wherever situate, including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatsoever nature or kind;
- (iii) all Accounts and book debts and generally all debts, dues, claims, choses in action and demands of every nature and kind howsoever arising or secured including letters of credit and advices of credit, which are now due, owing or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by Debtor ("Debts");
- (iv) all lists, records and files relating to Debtor's customers, clients and patients;
- (v) all deeds, documents, writings, papers, books of account and other books relating to or being records of Debts, Chattel Paper or Documents of Title or by which such are or may hereafter be secured, evidenced, acknowledged or made payable;
- (vi) all contractual rights and insurance claims;
- (vii) all patents, industrial designs, trade-marks, trade secrets and know-how including without limitation environmental technology and biotechnology, confidential information, trade-names, goodwill, copyrights, personality rights, plant breeders' rights, integrated circuit topographies, software and all other forms of intellectual and industrial property, and any registrations and applications for registration of any of the foregoing (collectively "Intellectual Property"); and
- (viii) all property described in Schedule "C" or any schedule now or hereafter annexed hereto.

(b) The Security Interest granted hereby shall not extend or apply to and Collateral shall not include the last day of the term of any lease or agreement therefor but upon the enforcement of the Security Interest, Debtor shall stand possessed of such last day in trust to assign the same to any person acquiring such term.

(c) The terms "Goods", "Chattel Paper", "Document of Title", "Instrument", "Intangible", "Security", "Investment

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Property", "proceeds", "Inventory", "accession", "Money", "Account", "financing statement" and "financing change statement" whenever used herein shall be interpreted pursuant to their respective meanings when used in The Personal Property Security Act of the province referred to in Clause 14(s), as amended from time to time, which Act, including amendments thereto and any Act substituted therefor and amendments thereto is herein referred to as the "P.P.S.A.". Provided always that the term "Goods" when used herein shall not include "consumer goods" of Debtor as that term is defined in the P.P.S.A., the term "Inventory" when used herein shall include livestock and the young thereof after conception and crops that become such within one year of execution of this Security Agreement and the term "Investment Property", if not defined in the P.P.S.A., shall be interpreted according to its meaning in the Personal Property Security Act (Ontario). Any reference herein to "Collateral" shall, unless the context otherwise requires, be deemed a reference to "Collateral or any part thereof".

2. INDEBTEDNESS SECURED

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

3. REPRESENTATIONS AND WARRANTIES OF DEBTOR

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

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

(b) all Intellectual Property applications and registrations are valid and in good standing and Debtor is the owner of the applications and registrations;

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

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

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

4. COVENANTS OF THE DEBTOR

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

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

(b) to notify RBC promptly of:

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

(c) to keep Collateral in good order, condition and repair and not to use Collateral in violation of the provisions of this Security Agreement or any other agreement relating to Collateral or any policy insuring Collateral or any applicable statute, law, by-law, rule, regulation or ordinance; to keep all agreements, registrations and applications relating to Intellectual Property and intellectual property used by Debtor in its business in good standing and to renew all agreements and registrations as may be necessary or desirable to protect Intellectual Property, unless otherwise agreed in writing by RBC; to apply to register all existing and future copyrights, trade-marks, patents, integrated circuit topographies and industrial designs whenever it is commercially reasonable to do so;

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

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

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

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

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

(i) to deliver to RBC from time to time promptly upon request:

(i) any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to

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Collateral,

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

5. USE AND VERIFICATION OF COLLATERAL

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

6. SECURITIES, INVESTMENT PROPERTY

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

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

7. COLLECTION OF DEBTS

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

8. INCOME FROM AND INTEREST ON COLLATERAL

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

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

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9. INCREASES, PROFITS, PAYMENTS OR DISTRIBUTIONS

(a) Whether or not default has occurred, Debtor authorizes RBC:

- (i) to receive any increase in or profits on Collateral (other than Money) and to hold the same as part of Collateral. Money so received shall be treated as income for the purposes of Clause 8 hereof and dealt with accordingly;
- (ii) to receive any payment or distribution upon redemption or retirement or upon dissolution and liquidation of the issuer of Collateral; to surrender such Collateral in exchange therefor and to hold any such payment or distribution as part of Collateral.

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

10. DISPOSITION OF MONEY

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

11. EVENTS OF DEFAULT

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

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

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

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

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

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

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

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

(h) if any certificate, statement, representation, warranty or audit report heretofore or hereafter furnished by or on behalf of Debtor pursuant to or in connection with this Security Agreement, or otherwise (including, without limitation, the representations and warranties contained herein) or as an inducement to RBC to extend any credit to or to enter into this or

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any other agreement with Debtor, proves to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or proves to have omitted any substantial contingent or unliquidated liability or claim against Debtor; or if upon the date of execution of this Security Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty or audit report, which change shall not have been disclosed to RBC at or prior to the time of such execution.

12. ACCELERATION

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

13. REMEDIES

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

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

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

(d) In addition to those rights granted herein and in any other agreement now or hereafter in effect between Debtor and RBC and in addition to any other rights RBC may have at law or in equity, RBC shall have, both before and after default, all rights and remedies of a secured party under the P.P.S.A. Provided always, that RBC shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease, license or otherwise dispose of Collateral or to institute any proceedings for such purposes. Furthermore, RBC shall have no obligation to take any steps to preserve rights against prior parties to any Instrument or Chattel Paper whether Collateral or proceeds and whether or not in RBC's possession and shall not be liable or accountable for failure to do so.

(e) Debtor acknowledges that RBC or any Receiver appointed by it may take possession of Collateral wherever it may be located and by any method permitted by law and Debtor agrees upon request from RBC or any such Receiver to assemble and deliver possession of Collateral at such place or places as directed.

(f) Debtor agrees to be liable for and to pay all costs, charges and expenses reasonably incurred by RBC or any Receiver appointed by it, whether directly or for services rendered (including reasonable solicitors and auditors costs and

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other legal expenses and Receiver remuneration), in operating Debtor's accounts, in preparing or enforcing this Security Agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting Indebtedness and all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by RBC or any Receiver appointed by it, as permitted hereby, shall be a first charge on the proceeds of realization, collection or disposition of Collateral and shall be secured hereby.

(g) RBC will give Debtor such notice, if any, of the date, time and place of any public sale or of the date after which any private disposition of Collateral is to be made as may be required by the P.P.S.A..

(h) Upon default and receiving written demand from RBC, Debtor shall take such further action as may be necessary to evidence and effect an assignment or licensing of Intellectual Property to whomever RBC directs, including to RBC. Debtor appoints any officer or director or branch manager of RBC upon default to be its attorney in accordance with applicable legislation with full power of substitution and to do on Debtor's behalf anything that is required to assign, license or transfer, and to record any assignment, licence or transfer of the Collateral. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.

14. MISCELLANEOUS

(a) Debtor hereby authorizes RBC to file such financing statements, financing change statements and other documents and do such acts, matters and things (including completing and adding schedules hereto identifying Collateral or any permitted Encumbrances affecting Collateral or identifying the locations at which Debtor's business is carried on and Collateral and records relating thereto are situate) as RBC may deem appropriate to perfect on an ongoing basis and continue the Security Interest, to protect and preserve Collateral and to realize upon the Security Interest and Debtor hereby irrevocably constitutes and appoints the Manager or Acting Manager from time to time of the herein mentioned branch of RBC the true and lawful attorney of Debtor, with full power of substitution, to do any of the foregoing in the name of Debtor whenever and wherever it may be deemed necessary or expedient.

(b) Without limiting any other right of RBC, whenever Indebtedness is immediately due and payable or RBC has the right to declare Indebtedness to be immediately due and payable (whether or not it has so declared), RBC may, in its sole discretion, set off against Indebtedness any and all amounts then owed to Debtor by RBC in any capacity, whether or not due, and RBC shall be deemed to have exercised such right to set off immediately at the time of making its decision to do so even though any charge therefor is made or entered on RBC's records subsequent thereto.

(c) Upon Debtor's failure to perform any of its duties hereunder, RBC may, but shall not be obligated to, perform any or all of such duties, and Debtor shall pay to RBC, forthwith upon written demand therefor, an amount equal to the expense incurred by RBC in so doing plus interest thereon from the date such expense is incurred until it is paid at the rate of 15% per annum.

(d) RBC may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with Debtor, debtors of Debtor, sureties and others and with Collateral and other security as RBC may see fit without prejudice to the liability of Debtor or RBC's right to hold and realize the Security Interest. Furthermore, RBC may demand, collect and sue on Collateral in either Debtor's or RBC's name, at RBC's option, and may endorse Debtor's name on any and all cheques, commercial paper, and any other Instruments pertaining to or constituting Collateral.

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

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

Please do not write in this area



RBC569908395007012000924

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

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

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

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

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

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

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

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

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

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

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

(i) shall extend to "Collateral" (as that term is herein defined) owned by each of the amalgamating companies and the amalgamated company at the time of amalgamation and to any "Collateral" thereafter owned or acquired by the amalgamated company, and

(ii) shall secure the "Indebtedness" (as that term is herein defined) of each of the amalgamating companies and the amalgamated company to RBC at the time of amalgamation and any "Indebtedness" of the amalgamated company to RBC thereafter arising. The Security Interest shall attach to "Collateral" owned by each company amalgamating with Debtor,

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and by the amalgamated company, at the time of the amalgamation, and shall attach to any "Collateral" thereafter owned or acquired by the amalgamated company when such becomes owned or is acquired.

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

(s) This Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the province in which the herein branch of RBC is located, as those laws may from time to time be in effect, except if such branch of RBC is located in Quebec then, this Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

15. COPY OF AGREEMENT

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

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

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

BUSINESS DEBTOR

NAME OF BUSINESS DEBTOR
JUMP PARK TRAMPOLINE LTD.

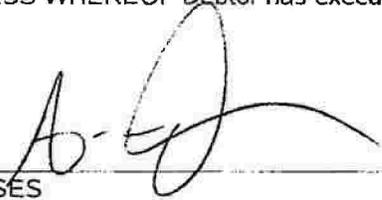
ADDRESS OF BUSINESS DEBTOR
3668 30 ST NW

CITY
EDMONTON

PROVINCE
ALBERTA

POSTAL CODE
T6T1K3

IN WITNESS WHEREOF Debtor has executed this Security Agreement this 15th day August, 2016


WITNESSES

JUMP PARK TRAMPOLINE LTD.


Seal

WITNESSES

Seal

Please do not write in this area



RBC569908395009012000924

SCHEDULE "A"

(ENCUMBRANCES AFFECTING COLLATERAL)

Please do not write in this area



RBC569908395010012000924

SCHEDULE "B"

1. Locations of Debtor's Business Operations

3668 30 ST NW,
EDMONTON
ALBERTA
CA
T6T1K3

2. Locations of Records relating to Collateral

3668 30 ST NW,
EDMONTON
ALBERTA
CA
T6T1K3

3. Locations of Collateral

3668 30 ST NW,
EDMONTON
ALBERTA
CA
T6T1K3

Please do not write in this area



RBC569908395011012000924

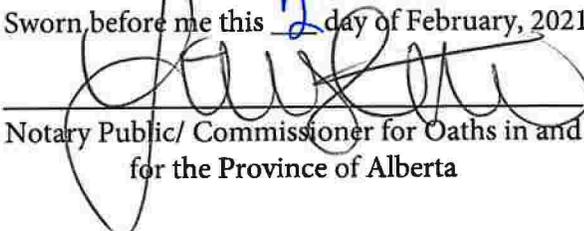
SCHEDULE "C"
(DESCRIPTION OF PROPERTY)

Please do not write in this area



RBC569908395012012000924

This is Exhibit "K" referred to in the
Affidavit of MARLENE STARENKY
Sworn before me this 2 day of February, 2021



Notary Public/ Commissioner for Oaths in and
for the Province of Alberta

TRISTEN POMERANCE
Barrister and Solicitor

Search ID #: Z13477891

Transmitting Party

MLT AIKINS LLP

2200, 10235 101 STREET
EDMONTON, AB T5J 3G1

Party Code: 60006606
Phone #: 780 969 3500
Reference #: 1480.208

Search ID #: Z13477891

Date of Search: 2021-Feb-01

Time of Search: 10:18:14

Business Debtor Search For:

FUN PARK AMUSEMENT CENTER LTD.

Exact Result(s) Only Found

NOTE:

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



Search ID #: Z13477891

Business Debtor Search For:

FUN PARK AMUSEMENT CENTER LTD.

Search ID #: Z13477891

Date of Search: 2021-Feb-01

Time of Search: 10:18:14

Registration Number: 16081108494

Registration Date: 2016-Aug-11

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2021-Aug-11 23:59:59

Exact Match on: Debtor No: 2

Amendments to Registration

18010213343

Amendment

2018-Jan-02

Debtor(s)

Block

1 JUMP PARK TRAMPOLINE LTD.
3668 30 ST NW
EDMONTON, AB T6T 1K3

Status

Deleted by
18010213343

Block

2 FUN PARK AMUSEMENT CENTER LTD.
3668 30 ST NW
EDMONTON, AB T6T 1K3

Status

Current by
18010213343

Secured Party / Parties

Block

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

Status

Current

Collateral: General

Block

Description

1 ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY

Status

Current

Search ID #: Z13477891

Business Debtor Search For:

FUN PARK AMUSEMENT CENTER LTD.

Search ID #: Z13477891

Date of Search: 2021-Feb-01

Time of Search: 10:18:14

Registration Number: 20100213034

Registration Date: 2020-Oct-02

Registration Type: REPORT OF SEIZURE

Registration Status: Current

Registration Term: Infinity

Service Area 4

Amount being seized for is \$331,563.62.

Property was seized on 2020-Sep-30

<u>Registration Type</u>	<u>Date</u>	<u>Registration #</u>	<u>Value</u>
Report of Seizure	2020-Sep-30	20100213034	\$331,563.62

Exact Match on: Debtor No: 1

Amendments to Registration

21012007625

Amendment

2021-Jan-20

Solicitor / Agent

MLT AIKINS LLP
#220, 10235 - 1010 STREET
EDMONTON, AB T5J 3G1

Phone #: 780 969 3518

Fax #: 780 969 3549

Reference #: 1480.208

Civil Enforcement Agent

CONSOLIDATED CIVIL ENFORCEMENT INC.
300, 801 MANNING ROAD NE
CALGARY, AB T2E 7M8

Phone #: 403 262 8800

Fax #: 403 262 8801

Search ID #: Z13477891

Debtor(s)

<u>Block</u>		<u>Status</u>
1	FUN PARK AMUSEMENT CENTER LTD. 3668 30 ST NW EDMONTON, AB T6T 1K3	Current

Creditor(s)

<u>Block</u>		<u>Status</u>
1	ROYAL BANK OF CANADA 36 YORK MILLS ROAD, 4TH FLOOR TORONTO, ON M2P 0A4	Current

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	1 (one) Twelve Unit Gumball Machine	Current
2	14 (fourteen) Laser Tag Packs	Current
3	1 (one) Large Blue Trampoline Structure, soft pads, jumping park with 52 individual trampolines including all springs and attachments	Current
4	1 (one) Green Basketball Trampoline Structure - 9 jumping parts, all pads and 3 basketball nets	Current
5	1 (one) Kid's Zone Trampoline Structure - 13 jumping parts, foam pit with foam	Current
6	1 (one) Rope Structure - includes 4 foam pits, 23 rings on ropes, 2 grey ladder swings, 1 climbing rope, 4 yellow swing discs, rope tunnel, slack rope, includes all support beams and attachments	Current
7	1 (one) Large Foam Pit c/w foam including 2 trampolines, climbing wall, platforms and all attachments	Current
8	1 (one) Dodgeball Structure - includes 12 Blue Pad Trampolines, 12 Green Pad Trampolines, all springs and attachments	Current

Particulars

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
1	Additional goods have been seized. Contact Consolidated Civil Enforcement Inc. for a complete listing as contained in the Notice of Seizure of Personal Property.	Current

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
2	Consolidated Civil Enforcement Inc. file number is 149597-DP-4C	Current

Search ID #: Z13477891

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
3	<p>The following archive games are hereby released from seizure under written instructions from MLT Aikins LLP. 1 Car Ride Game s/n 32403, 1 Super Alpine Racer, 1 Ice Ball, 1 Mike Jug Toss, 1 Down the Clown, 1 Angry Birds Arcade, 1 Grab N Win, 1 Whack N Mon, 1 Riding Boat, 1 Riding Ice Cream Truck s/n AA16756, 1 Merry-go-round, 1 Monster Drop Extreme, 1 Crank It, 2 Pirate's Hook, 1 Foosball Table, 1 Wheel of Fortune, 1 Air Hockey Table, 1 Key Master, 1 Batman, 1 Quick Drop, 1 Typhoon s/n TT-17-04-01468, 1 Fun Stop Photos, 2 Pool Tables and all parts, 1 Centipede, 1 Prize Box, 1 Terminator Salvation, 1 Pink Panther, 1 Deal or No Deal, 1 Ice Age, 1 Moto GP, 1 Drop it and Win, 1 Ticket Monster, 2 Extreme Shot, 1 The Giant Arm and 1 Jurassic World s/n jurassic 2996. Consolidated Civil Enforcement Inc. has no further interest in these items. All other goods continue to remain under seizure.</p>	Current By 21012007625

Search ID #: Z13477891

Business Debtor Search For:

FUN PARK AMUSEMENT CENTER LTD.

Search ID #: Z13477891

Date of Search: 2021-Feb-01

Time of Search: 10:18:14

Registration Number: 16083024932

Registration Date: 2016-Aug-30

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2026-Aug-30 23:59:59

Exact Match on:

Debtor

No: 2

Amendments to Registration

18081526072

Amendment

2018-Aug-15

Debtor(s)

Block

Status

Current

1 JUMP PARK TRAMPOLINE LTD.
3668 30 ST NW
EDMONTON, AB T6T1K3

Block

Status

Current by
18081526072

2 FUN PARK AMUSEMENT CENTER LTD.
3668 30 ST NW
EDMONTON, AB T6T1K3

Secured Party / Parties

Block

Status

Current

1 ROYAL BANK OF CANADA
300-5575 NORTH SERVICE RD
BURLINGTON, ON L7L 6M1

Search ID #: Z13477891

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	(AS PER MASTER LEASE AGREEMENT DATED AUGUST 30TH 2016) TOGETHER WITH ALL INVENTORY AND EQUIPMENT NOW OR HEREAFTER ACQUIRED BY THE DEBTOR AND FINANCED BY THE SECURED PARTY TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.	Current

Search ID #: Z13477891

Business Debtor Search For:

FUN PARK AMUSEMENT CENTER LTD.

Search ID #: Z13477891

Date of Search: 2021-Feb-01

Time of Search: 10:18:14

Registration Number: 18061429686

Registration Date: 2018-Jun-14

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2021-Jun-14 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status

1 FUN PARK AMUSEMENT CENTER LTD.
3001 BUCKINGHAM DR. UNIT 180
SHERWOOD PARK, AB T8H 0X5

Current

Secured Party / Parties

Block

Status

1 THINKING CAPITAL FINANCIAL CORPORATION
4200 BOUL DORCHESTER, SUITE #3
MONTREAL, QC H3Z 1V4

Current

Collateral: General

Block

Description

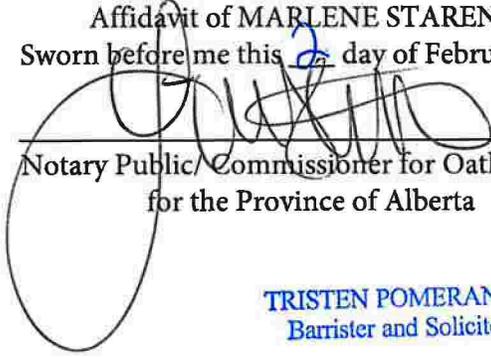
Status

1 UNIVERSALITY OVER ALL ITS PRESENT AND FUTURE MOVABLE/PERSONAL
PROPERTY, BOOKS, ASSETS AND UNDERTAKINGS, BOTH CORPOREAL AND
INCORPOREAL, NOW OWNED OR HEREINAFTER ACQUIRED BY THE MERCHANT.

Current

Result Complete

This is Exhibit "L" referred to in the
Affidavit of MARLENE STARENKY
Sworn before me this 2 day of February, 2021



Notary Public/Commissioner for Oaths in and
for the Province of Alberta

TRISTEN POMERANCE
Barrister and Solicitor



Royal Bank of Canada
General Security Agreement

SRF: 573619491
Borrower: JUMP PARK TRAMPOLINE (WINNIPEG) LTD.

9034 51ST AVE
EDMONTON
ALBERTA
T6E 5X4
CA

1. SECURITY INTEREST

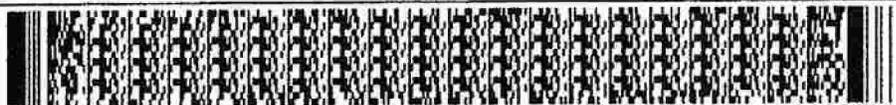
(a) For value received, the undersigned ("Debtor"), hereby grants to **ROYAL BANK OF CANADA** ("RBC"), a security interest (the "Security Interest") in the undertaking of Debtor and in all of Debtor's present and after acquired personal property including, without limitation, in all Goods (including all parts, accessories, attachments, special tools, additions and accessions thereto), Chattel Paper, Documents of Title (whether negotiable or not), Instruments, Intangibles, Money and Securities and all other Investment Property now owned or hereafter owned or acquired by or on behalf of Debtor (including such as may be returned to or repossessed by Debtor) and in all proceeds and renewals thereof, accretions thereto and substitutions therefore (hereinafter collectively called "Collateral"), and including, without limitation, all of the following now owned or hereafter owned or acquired by or on behalf of Debtor:

- (i) all Inventory of whatever kind and wherever situate;
- (ii) all equipment (other than Inventory) of whatever kind and wherever situate, including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatsoever nature or kind;
- (iii) all Accounts and book debts and generally all debts, dues, claims, choses in action and demands of every nature and kind howsoever arising or secured including letters of credit and advices of credit, which are now due, owing or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by Debtor ("Debts");
- (iv) all lists, records and files relating to Debtor's customers, clients and patients;
- (v) all deeds, documents, writings, papers, books of account and other books relating to or being records of Debts, Chattel Paper or Documents of Title or by which such are or may hereafter be secured, evidenced, acknowledged or made payable;
- (vi) all contractual rights and insurance claims;
- (vii) all patents, industrial designs, trade-marks, trade secrets and know-how including without limitation environmental technology and biotechnology, confidential information, trade-names, goodwill, copyrights, personality rights, plant breeders' rights, integrated circuit topographies, software and all other forms of intellectual and industrial property, and any registrations and applications for registration of any of the foregoing (collectively "Intellectual Property"); and
- (viii) all property described in Schedule "C" or any schedule now or hereafter annexed hereto.

(b) The Security Interest granted hereby shall not extend or apply to and Collateral shall not include the last day of the term of any lease or agreement therefor but upon the enforcement of the Security Interest, Debtor shall stand possessed of such last day in trust to assign the same to any person acquiring such term.

(c) The terms "Goods", "Chattel Paper", "Document of Title", "Instrument", "Intangible", "Security", "Investment

Please do not write in this area



RBC573619491001012000924

Property", "proceeds", "Inventory", "accession", "Money", "Account", "financing statement" and "financing change statement" whenever used herein shall be interpreted pursuant to their respective meanings when used in The Personal Property Security Act of the province referred to in Clause 14(s), as amended from time to time, which Act, including amendments thereto and any Act substituted therefor and amendments thereto is herein referred to as the "P.P.S.A.". Provided always that the term "Goods" when used herein shall not include "consumer goods" of Debtor as that term is defined in the P.P.S.A., the term "Inventory" when used herein shall include livestock and the young thereof after conception and crops that become such within one year of execution of this Security Agreement and the term "Investment Property", if not defined in the P.P.S.A., shall be interpreted according to its meaning in the Personal Property Security Act (Ontario). Any reference herein to "Collateral" shall, unless the context otherwise requires, be deemed a reference to "Collateral or any part thereof".

2. INDEBTEDNESS SECURED

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

3. REPRESENTATIONS AND WARRANTIES OF DEBTOR

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

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

(b) all Intellectual Property applications and registrations are valid and in good standing and Debtor is the owner of the applications and registrations;

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

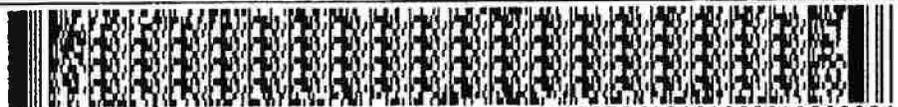
(d) the locations specified in Schedule "B" as to business operations and records are accurate and complete and with respect to Goods (including Inventory) constituting Collateral, the locations specified in Schedule "B" are accurate and complete save for Goods in transit to such locations and Inventory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

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

4. COVENANTS OF THE DEBTOR

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

Please do not write in this area



RBC573619491002012000924

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

(b) to notify RBC promptly of:

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

(c) to keep Collateral in good order, condition and repair and not to use Collateral in violation of the provisions of this Security Agreement or any other agreement relating to Collateral or any policy insuring Collateral or any applicable statute, law, by-law, rule, regulation or ordinance; to keep all agreements, registrations and applications relating to Intellectual Property and intellectual property used by Debtor in its business in good standing and to renew all agreements and registrations as may be necessary or desirable to protect Intellectual Property, unless otherwise agreed in writing by RBC; to apply to register all existing and future copyrights, trade-marks, patents, integrated circuit topographies and industrial designs whenever it is commercially reasonable to do so;

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

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

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

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

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

(i) to deliver to RBC from time to time promptly upon request:

- (i) any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to

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Collateral,

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

5. USE AND VERIFICATION OF COLLATERAL

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

6. SECURITIES, INVESTMENT PROPERTY

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

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

7. COLLECTION OF DEBTS

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

8. INCOME FROM AND INTEREST ON COLLATERAL

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

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

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9. INCREASES, PROFITS, PAYMENTS OR DISTRIBUTIONS

(a) Whether or not default has occurred, Debtor authorizes RBC:

- (i) to receive any increase in or profits on Collateral (other than Money) and to hold the same as part of Collateral. Money so received shall be treated as income for the purposes of Clause 8 hereof and dealt with accordingly;
- (ii) to receive any payment or distribution upon redemption or retirement or upon dissolution and liquidation of the issuer of Collateral; to surrender such Collateral in exchange therefor and to hold any such payment or distribution as part of Collateral.

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

10. DISPOSITION OF MONEY

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

11. EVENTS OF DEFAULT

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

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

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

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

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

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

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

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

(h) if any certificate, statement, representation, warranty or audit report heretofore or hereafter furnished by or on behalf of Debtor pursuant to or in connection with this Security Agreement, or otherwise (including, without limitation, the representations and warranties contained herein) or as an inducement to RBC to extend any credit to or to enter into this or

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any other agreement with Debtor, proves to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or proves to have omitted any substantial contingent or unliquidated liability or claim against Debtor; or if upon the date of execution of this Security Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty or audit report, which change shall not have been disclosed to RBC at or prior to the time of such execution.

12. ACCELERATION

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

13. REMEDIES

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

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

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

(d) In addition to those rights granted herein and in any other agreement now or hereafter in effect between Debtor and RBC and in addition to any other rights RBC may have at law or in equity, RBC shall have, both before and after default, all rights and remedies of a secured party under the P.P.S.A. Provided always, that RBC shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease, license or otherwise dispose of Collateral or to institute any proceedings for such purposes. Furthermore, RBC shall have no obligation to take any steps to preserve rights against prior parties to any Instrument or Chattel Paper whether Collateral or proceeds and whether or not in RBC's possession and shall not be liable or accountable for failure to do so.

(e) Debtor acknowledges that RBC or any Receiver appointed by it may take possession of Collateral wherever it may be located and by any method permitted by law and Debtor agrees upon request from RBC or any such Receiver to assemble and deliver possession of Collateral at such place or places as directed.

(f) Debtor agrees to be liable for and to pay all costs, charges and expenses reasonably incurred by RBC or any Receiver appointed by it, whether directly or for services rendered (including reasonable solicitors and auditors costs and

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other legal expenses and Receiver remuneration), in operating Debtor's accounts, in preparing or enforcing this Security Agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting Indebtedness and all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by RBC or any Receiver appointed by it, as permitted hereby, shall be a first charge on the proceeds of realization, collection or disposition of Collateral and shall be secured hereby.

(g) RBC will give Debtor such notice, if any, of the date, time and place of any public sale or of the date after which any private disposition of Collateral is to be made as may be required by the P.P.S.A..

(h) Upon default and receiving written demand from RBC, Debtor shall take such further action as may be necessary to evidence and effect an assignment or licensing of Intellectual Property to whomever RBC directs, including to RBC. Debtor appoints any officer or director or branch manager of RBC upon default to be its attorney in accordance with applicable legislation with full power of substitution and to do on Debtor's behalf anything that is required to assign, license or transfer, and to record any assignment, licence or transfer of the Collateral. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security interest.

14. MISCELLANEOUS

(a) Debtor hereby authorizes RBC to file such financing statements, financing change statements and other documents and do such acts, matters and things (including completing and adding schedules hereto identifying Collateral or any permitted Encumbrances affecting Collateral or identifying the locations at which Debtor's business is carried on and Collateral and records relating thereto are situate) as RBC may deem appropriate to perfect on an ongoing basis and continue the Security Interest, to protect and preserve Collateral and to realize upon the Security Interest and Debtor hereby irrevocably constitutes and appoints the Manager or Acting Manager from time to time of the herein mentioned branch of RBC the true and lawful attorney of Debtor, with full power of substitution, to do any of the foregoing in the name of Debtor whenever and wherever it may be deemed necessary or expedient.

(b) Without limiting any other right of RBC, whenever Indebtedness is immediately due and payable or RBC has the right to declare Indebtedness to be immediately due and payable (whether or not it has so declared), RBC may, in its sole discretion, set off against Indebtedness any and all amounts then owed to Debtor by RBC in any capacity, whether or not due, and RBC shall be deemed to have exercised such right to set off immediately at the time of making its decision to do so even though any charge therefor is made or entered on RBC's records subsequent thereto.

(c) Upon Debtor's failure to perform any of its duties hereunder, RBC may, but shall not be obligated to, perform any or all of such duties, and Debtor shall pay to RBC, forthwith upon written demand therefor, an amount equal to the expense incurred by RBC in so doing plus interest thereon from the date such expense is incurred until it is paid at the rate of 15% per annum.

(d) RBC may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with Debtor, debtors of Debtor, sureties and others and with Collateral and other security as RBC may see fit without prejudice to the liability of Debtor or RBC's right to hold and realize the Security Interest. Furthermore, RBC may demand, collect and sue on Collateral in either Debtor's or RBC's name, at RBC's option, and may endorse Debtor's name on any and all cheques, commercial paper, and any other Instruments pertaining to or constituting Collateral.

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) shall extend to "Collateral" (as that term is herein defined) owned by each of the amalgamating companies and the amalgamated company at the time of amalgamation and to any "Collateral" thereafter owned or acquired by the amalgamated company, and

(ii) shall secure the "Indebtedness" (as that term is herein defined) of each of the amalgamating companies and the amalgamated company to RBC at the time of amalgamation and any "Indebtedness" of the amalgamated company to RBC thereafter arising. The Security Interest shall attach to "Collateral" owned by each company amalgamating with Debtor.

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and by the amalgamated company, at the time of the amalgamation, and shall attach to any "Collateral" thereafter owned or acquired by the amalgamated company when such becomes owned or is acquired.

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

(s) This Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the province in which the herein branch of RBC is located, as those laws may from time to time be in effect, except if such branch of RBC is located in Quebec then, this Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

15. COPY OF AGREEMENT

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

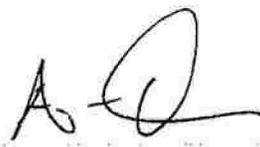
(b) Debtor waives Debtor's right to receive a copy of any financing statement or financing change statement registered by RBC or of any verification statement with respect to any financing statement or financing change statement registered by RBC. (Applies in all P.P.S.A. Provinces except Ontario).

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

BUSINESS DEBTOR

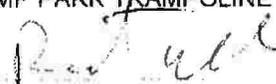
NAME OF BUSINESS DEBTOR JUMP PARK TRAMPOLINE (WINNIPEG) LTD.			
ADDRESS OF BUSINESS DEBTOR 1175 WILKES AVENUE	CITY WINNIPEG	PROVINCE MANITOBA	POSTAL CODE R3P1B9

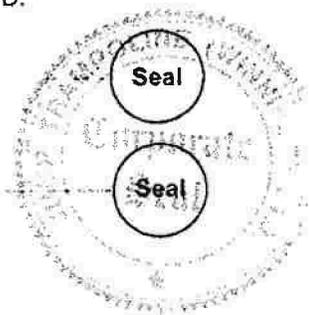
IN WITNESS WHEREOF Debtor has executed this Security Agreement this 15 day of April, 2017


WITNESSES
Ameen Tejani
Barrister and Solicitor

JUMP PARK TRAMPOLINE (WINNIPEG) LTD.


WITNESSES
Ameen Tejani
Barrister and Solicitor



Please do not write in this area



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SCHEDULE "A"
(ENCUMBRANCES AFFECTING COLLATERAL)

Please do not write in this area



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SCHEDULE "B"

1. Locations of Debtor's Business Operations

1175 WILKES AVENUE,
WINNIPEG
MANITOBA
CA
R3P1B9

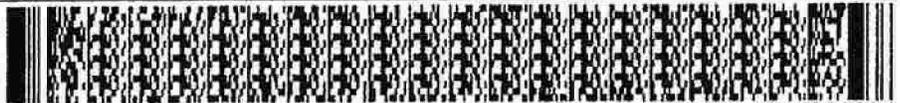
2. Locations of Records relating to Collateral

1175 WILKES AVENUE,
WINNIPEG
MANITOBA
CA
R3P1B9

3. Locations of Collateral

1175 WILKES AVENUE,
WINNIPEG
MANITOBA
CA
R3P1B9

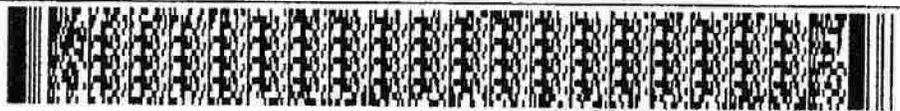
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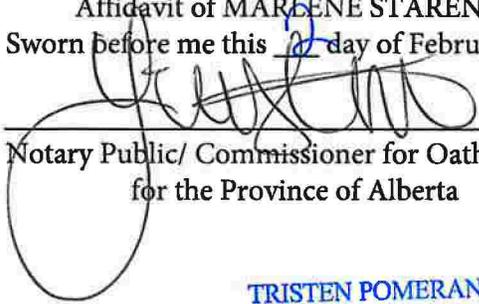
SCHEDULE "C"
(DESCRIPTION OF PROPERTY)

Please do not write in this area



RBC573619491012012000924

This is Exhibit "M" referred to in the
Affidavit of MARLENE STARENKY
Sworn before me this 2 day of February, 2021



Notary Public/ Commissioner for Oaths in and
for the Province of Alberta

TRISTEN POMERANCE
Barrister and Solicitor

ENGLISH
FRANÇAIS

The Property Registry

A Service Provider
for the Province of Manitoba

Nadine Sydor
(amt1nsyd)



Business Debtor

Search Results Print Requests Mailing Information Payment

Help

Services

Registration Services

Financing Statement

Change Statement

Discharge Statement

Global Change

Search Services

Individual Debtor

Business Debtor

Registration Number

Serial Number

Document Copies

Other Services

Fees

Party Code

Registration History

Contact Us

eRegistration

Land Titles Online

Plan Deposit Submission

Title Check

Account Information

Search by Business Debtor

Date: 2021-02-01
Time: 11:10:12 AM
Transaction Number: 10258362346
User ID: Nadine Sydor
Account Balance: \$7,791.00

Business Name: Fun Park Amusement Center (Winnipeg) Ltd.

1 exact match was found.
0 similar matches were found.

EXACT MATCHES

Business Debtor Name	No. of Registrations
1. FUN PARK AMUSEMENT CENTER (WINNIPEG) LTD.	3

1. FUN PARK AMUSEMENT CENTER (WINNIPEG) LTD.

1.1 FUN PARK AMUSEMENT CENTER (WINNIPEG) LTD.: Registration 201711334306 (2017-06-23 3:09:49 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2027-06-23
Special Notices	Purchase Money Security Interest
Debtor Address	1175 WILKES AVENUE WINNIPEG, MANITOBA Canada R3P 1B9
This registration is jointly registered with these business debtors	JUMP PARK TRAMPOLINE (WINNIPEG) LTD.
Secured Parties (party code, name, address)	ROYAL BANK OF CANADA 300-5575 NORTH SERVICE RD BURLINGTON, ON Canada L7L 6M1
General Collateral Description	*The security interest is taken in all of the debtor's present and after-acquired personal property. AS PER MASTER LEASE AGREEMENT DATED JUNE 23RD 2017 TOGETHER WITH ALL INVENTORY AND EQUIPMENT NOW OR HEREAFTER ACQUIRED BY THE DEBTOR AND FINANCED BY THE SECURED PARTY TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.
Change History	Registration Number: 201904390513 (2019-03-21 8:42:13 AM) Sections Changed: Business Debtors

1.2 FUN PARK AMUSEMENT CENTER (WINNIPEG) LTD.: Registration 201706074304 (2017-04-10 1:27:31 PM)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2022-04-10
Debtor Address	1175 WILKES AVENUE WINNIPEG, MANITOBA Canada R3P 1B9
This registration is jointly registered with these business debtors	JUMP PARK TRAMPOLINE (WINNIPEG) LTD. JUMP PARK TRAMPOLINE (WINNIPEG) LTD.
	ROYAL BANK OF CANADA 36 YORK MILLS ROAD, 4TH FLOOR

Secured Parties (party code, name, address)	TORONTO, ON Canada M2P 0A4
General Collateral Description	ALL PRESENT AND AFTER-ACQUIRED EQUIPMENT, SECURITIES, CHATTEL PAPER, INSTRUMENTS AND DOCUMENTS OF TITLE. PROCEEDS: A SECURITY INTEREST IS CLAIMED IN ALL PRESENT AND AFTER-ACQUIRED GOODS (INCLUDING TRADE-INS), CHATTEL PAPER, SECURITIES, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY AND INTANGIBLES OF EVERY ITEM OR KIND THAT MAY DERIVED FROM THE SALE OR OTHER DISPOSITION OF THE COLLATERAL DESCRIBED ABOVE, ALL INSURANCE PROCEEDS AND ANY PROCEEDS OF ANY OF THE FOREGOING.
Change History	Registration Number: 201904390912 (2019-03-21 8:46:41 AM) Sections Changed: Business Debtors

1.3 FUN PARK AMUSEMENT CENTER (WINNIPEG) LTD.: Registration 201705559304 (2017-04-03 10:18:56 AM)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2022-04-03
Debtor Address	1175 WILKES AVENUE WINNIPEG, MANITOBA Canada R3P 1B9
This registration is jointly registered with these business debtors	JUMP PARK TRAMPOLINE (WINNIPEG) LTD.
Secured Parties (party code, name, address)	ROYAL BANK OF CANADA 36 YORK MILLS ROAD, 4TH FLOOR TORONTO, ON Canada M2P 0A4
General Collateral Description	ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY
Change History	Registration Number: 201904391617 (2019-03-21 8:50:33 AM) Sections Changed: Business Debtors

[Back to Top](#)

END OF EXACT MATCHES

Additional Options:

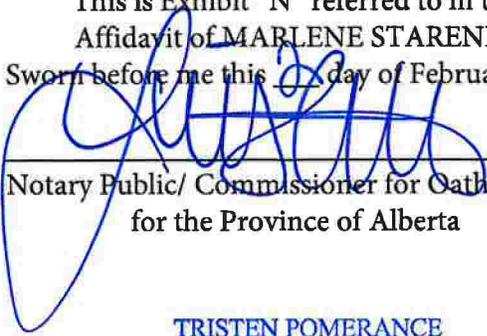
To request Printed Search Results or Printed Registered Documents, please select the "Print Requests" tab.
To start a new search, please select the "New Search" button:

Search Results	Print Requests	Mailing Information	Payment
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[Printer Friendly Version](#)

[Privacy](#)

This is Exhibit "N" referred to in the
Affidavit of MARLENE STARENKY
Sworn before me this 14 day of February, 2021



Notary Public/ Commissioner for Oaths in and
for the Province of Alberta

TRISTEN POMERANCE
Barrister and Solicitor



Royal Bank of Canada
Guarantee and Postponement of Claim

SRF: 573619491
Borrower: JUMP PARK TRAMPOLINE (WINNIPEG) LTD.

9034 51ST AVE
EDMONTON
ALBERTA
T6E 5X4
CA

TO: ROYAL BANK OF CANADA

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by JUMP PARK TRAMPOLINE (WINNIPEG) LTD. (hereinafter called the "Customer") to the Bank or remaining unpaid by the Customer to the Bank, heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the Customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the Customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "Liabilities"); the liability of the undersigned hereunder being limited to the sum of **\$1,290,000.00** together with interest thereon from the date of demand for payment at a rate equal to **the Bank's Prime Interest Rate plus 5.00 percent per annum** as well after as before default and judgment.

AND THE UNDERSIGNED AND EACH OF THEM (IF MORE THAN ONE) HEREBY JOINTLY AND SEVERALLY AGREE(S) WITH THE BANK AS FOLLOWS:

(1) The Bank may grant time, renewals, extensions, indulgences, releases and discharges to, take securities (which word as used herein includes securities taken by the Bank from the Customer and others, monies which the Customer has on deposit with the Bank, other assets of the Customer held by the Bank in safekeeping or otherwise, and other guarantees) from and give the same and any or all existing securities up to, abstain from taking securities from, or perfecting securities of, cease or refrain from giving credit or making loans or advances to, or change any term or condition applicable to the Liabilities, including without limitation, the rate of interest or maturity date, if any, or introduce new terms and conditions with regard to the Liabilities, or accept compositions from and otherwise deal with, the Customer and others and with all securities as the Bank may see fit, and may apply all moneys at any time received from the Customer or others or from securities upon such part of the Liabilities as the Bank deems best and change any such application in whole or in part from time to time as the Bank may see fit, the whole without in any way limiting or lessening the liability of the undersigned under this guarantee, and no loss of or in respect of any securities received by the Bank from the Customer or others, whether occasioned by the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.

(2) This guarantee shall be a continuing guarantee and shall cover all the Liabilities, and it shall apply to and secure any ultimate balance due or remaining unpaid to the Bank.

(3) The Bank shall not be bound to exhaust its recourse against the Customer or others or any securities it may at any time hold before being entitled to payment from the undersigned of the Liabilities. The undersigned renounce(s) to all benefits of discussion and division.

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(4) The undersigned or any of them may, by notice in writing delivered to the Manager of the branch or agency of the Bank receiving this instrument, with effect from and after the date that is 30 days following the date of receipt by the Bank of such notice, determine their or his/her liability under this guarantee in respect of Liabilities thereafter incurred or arising but not in respect of any Liabilities theretofore incurred or arising even though not then matured, provided, however, that notwithstanding receipt of any such notice the Bank may fulfil any requirements of the Customer based on agreements express or implied made prior to the receipt of such notice and any resulting Liabilities shall be covered by this guarantee; and provided further that in the event of the determination of this guarantee as to one or more of the undersigned it shall remain a continuing guarantee as to the other or others of the undersigned.

(5) All indebtedness and liability, present and future, of the customer to the undersigned or any of them are hereby assigned to the Bank and postponed to the Liabilities, and all moneys received by the undersigned or any of them in respect thereof shall be received in trust for the Bank and forthwith upon receipt shall be paid over to the Bank, the whole without in any way limiting or lessening the liability of the undersigned under the foregoing guarantee; and this assignment and postponement is independent of the said guarantee and shall remain in full effect notwithstanding that the liability of the undersigned or any of them under the said guarantee may be extinct. The term "Liabilities", as previously defined, for purposes of the postponement feature provided by this agreement, and this section in particular, includes any funds advanced or held at the disposal of the Customer under any line(s) of credit.

(6) This guarantee and agreement shall not be affected by the death or loss or diminution of capacity of the undersigned or any of them or by any change in the name of the Customer or in the membership of the Customer's firm through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, or by the acquisition of the Customer's business by a corporation, or by any change whatsoever in the objects, capital structure or constitution of the Customer, or by the Customer's business being amalgamated with a corporation, but shall notwithstanding the happening of any such event continue to apply to all the Liabilities whether theretofore or thereafter incurred or arising and in this instrument the word "Customer" shall include every such firm and corporation.

(7) This guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time or times of any sum or sums of money for the time being due or remaining unpaid to the Bank, and all dividends, compositions, proceeds of security valued and payments received by the Bank from the Customer or from others or from estates shall be regarded for all purposes as payments in gross without any right on the part of the undersigned to claim in reduction of the liability under this guarantee the benefit of any such dividends, compositions, proceeds or payments or any securities held by the Bank or proceeds thereof, and the undersigned shall have no right to be subrogated in any rights of the Bank until the Bank shall have received payment in full of the Liabilities.

(8) All monies, advances, renewals, credits and credit facilities in fact borrowed or obtained from the Bank shall be deemed to form part of the Liabilities, notwithstanding any lack or limitation of status or of power, incapacity or disability of the Customer or of the directors, partners or agents of the Customer, or that the Customer may not be a legal or suable entity, or any irregularity, defect or informality in the borrowing or obtaining of such monies, advances, renewals, credits or credit facilities, or any other reason, similar or not, the whole whether known to the Bank or not. Any sum which may not be recoverable from the undersigned on the footing of a guarantee, whether for the reasons set out in the previous sentence, or for any other reason, similar or not, shall be recoverable from the undersigned and each of them as sole or principal debtor in respect of that sum, and shall be paid to the Bank on demand with interest and accessories.

(9) This guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given, at any time held by the Bank, and any present or future obligation to the Bank incurred or arising otherwise than under a guarantee, of the undersigned or any of them or of any other obligant, whether bound with or apart from the Customer; excepting any guarantee surrendered for cancellation on delivery of this instrument or confirmed in writing by the Bank to be cancelled.

(10) The undersigned and each of them shall be bound by any account settled between the Bank and the Customer, and if no such account has been so settled immediately before demand for payment under this guarantee any account stated by the Bank shall be accepted by the undersigned and each of them as conclusive evidence of the amount which at the date of the account so stated is due by the Customer to the Bank or remains unpaid by the Customer to the Bank.

(11) This guarantee and agreement shall be operative and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank shall

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be conclusive evidence against the undersigned and each of them that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any conditions precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Bank each signatory thereof obtains from the Manager of the branch or agency of the Bank receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.

(12) No suit based on this guarantee shall be instituted until demand for payment has been made, and demand for payment shall be deemed to have been effectually made upon any guarantor if and when an envelope containing such demand, addressed to such guarantor at the address of such guarantor last known to the Bank, is posted, postage prepaid, in the post office, and in the event of the death of any guarantor demand for payment addressed to any of such guarantor's heirs, executors, administrators or legal representatives at the address of the addressee last known to the Bank and posted as aforesaid shall be deemed to have been effectually made upon all of them. Moreover, when demand for payment has been made, the undersigned shall also be liable to the Bank for all legal costs (on a solicitor and own client basis) incurred by or on behalf of the Bank resulting from any action instituted on the basis of this guarantee. All payments hereunder shall be made to the Bank at a branch or agency of the Bank.

(13) This instrument covers all agreements between the parties hereto relative to this guarantee and assignment and postponement, and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein.

(14) This guarantee and agreement shall extend to and enure to the benefit of the Bank and its successors and assigns, an every reference herein to the undersigned or to each of them or to any of them, is a reference to and shall be construed as including the undersigned and the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned or of each of them or of any of them, as the case may be, to and upon all of whom this guarantee and agreement shall extend and be binding.

(15) Prime Interest Rate is the annual rate of interest announced from time to time by Royal Bank of Canada as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada.

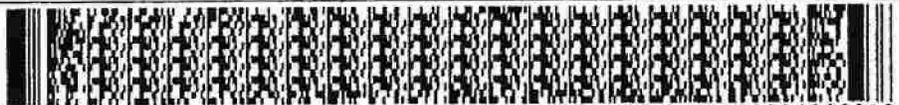
(16) This Guarantee and Postponement of Claim shall be governed by and construed in accordance with the laws of the province of MANITOBA ("Jurisdiction"). The undersigned irrevocably submits to the courts of the Jurisdiction in any action or proceeding arising out of or relating to this Guarantee and Postponement of Claim, and irrevocably agrees that all such actions and proceedings may be heard and determined in such courts, and irrevocably waives, to the fullest extent possible, the defense of an inconvenient forum. The undersigned agrees that a judgment or order in any such action or proceeding may be enforced in other jurisdictions in any manner provided by law. Provided, however, that the Bank may serve legal process in any manner permitted by law or may bring an action or proceeding against the undersigned or the property or assets of the undersigned in the courts of any other jurisdiction.

(17) The Undersigned hereby acknowledges receipt of a copy of this agreement.

(18) The Undersigned hereby waives Undersigned's right to receive a copy of any Financing Statement or Financing Change Statement registered by the Bank.

(Applicable in all
P.P.S.A.
except Ontario)

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EXECUTED this April 18, 2017
(MONTH) (DAY) (YEAR)

IN THE PRESENCE OF

CITY WIDE ENTERTAINMENT GROUP INC.

Witness Signature: [Signature]
Ameen Tejani
Barrister and Solicitor

[Signature]

Name:
Witness Signature: [Signature]
Ameen Tejani
Barrister and Solicitor

[Signature]



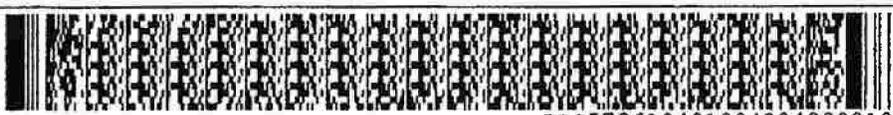
Name:

Insert the full name and address of Guarantor (Undersigned above).

Full name and address

CITY WIDE ENTERTAINMENT GROUP INC.
UNIT 180, 3001 BUCKINGHAM DRIVE
SHERWOOD PARK
ALBERTA
T8H0X5
CA

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Royal Bank of Canada
General Security Agreement

SRF: 569908395
Borrower: JUMP PARK TRAMPOLINE LTD.

9034 51ST AVE
EDMONTON
ALBERTA
T6E 5X4
CA

1. SECURITY INTEREST

(a) For value received, the undersigned ("Debtor"), hereby grants to **ROYAL BANK OF CANADA** ("RBC"), a security interest (the "Security Interest") in the undertaking of Debtor and in all of Debtor's present and after acquired personal property including, without limitation, in all Goods (including all parts, accessories, attachments, special tools, additions and accessions thereto), Chattel Paper, Documents of Title (whether negotiable or not), Instruments, Intangibles, Money and Securities and all other Investment Property now owned or hereafter owned or acquired by or on behalf of Debtor (including such as may be returned to or repossessed by Debtor) and in all proceeds and renewals thereof, accretions thereto and substitutions therefore (hereinafter collectively called "Collateral"), and including, without limitation, all of the following now owned or hereafter owned or acquired by or on behalf of Debtor:

- (i) all Inventory of whatever kind and wherever situate;
- (ii) all equipment (other than Inventory) of whatever kind and wherever situate, including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatsoever nature or kind;
- (iii) all Accounts and book debts and generally all debts, dues, claims, choses in action and demands of every nature and kind howsoever arising or secured including letters of credit and advices of credit, which are now due, owing or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by Debtor ("Debts");
- (iv) all lists, records and files relating to Debtor's customers, clients and patients;
- (v) all deeds, documents, writings, papers, books of account and other books relating to or being records of Debts, Chattel Paper or Documents of Title or by which such are or may hereafter be secured, evidenced, acknowledged or made payable;
- (vi) all contractual rights and insurance claims;
- (vii) all patents, industrial designs, trade-marks, trade secrets and know-how including without limitation environmental technology and biotechnology, confidential information, trade-names, goodwill, copyrights, personality rights, plant breeders' rights, integrated circuit topographies, software and all other forms of intellectual and industrial property, and any registrations and applications for registration of any of the foregoing (collectively "Intellectual Property"); and
- (viii) all property described in Schedule "C" or any schedule now or hereafter annexed hereto.

(b) The Security Interest granted hereby shall not extend or apply to and Collateral shall not include the last day of the term of any lease or agreement therefor but upon the enforcement of the Security Interest, Debtor shall stand possessed of such last day in trust to assign the same to any person acquiring such term.

(c) The terms "Goods", "Chattel Paper", "Document of Title", "Instrument", "Intangible", "Security", "Investment

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Property", "proceeds", "Inventory", "accession", "Money", "Account", "financing statement" and "financing change statement" whenever used herein shall be interpreted pursuant to their respective meanings when used in The Personal Property Security Act of the province referred to in Clause 14(s), as amended from time to time, which Act, including amendments thereto and any Act substituted therefor and amendments thereto is herein referred to as the "P.P.S.A.". Provided always that the term "Goods" when used herein shall not include "consumer goods" of Debtor as that term is defined in the P.P.S.A., the term "Inventory" when used herein shall include livestock and the young thereof after conception and crops that become such within one year of execution of this Security Agreement and the term "Investment Property", if not defined in the P.P.S.A., shall be interpreted according to its meaning in the Personal Property Security Act (Ontario). Any reference herein to "Collateral" shall, unless the context otherwise requires, be deemed a reference to "Collateral or any part thereof".

2. INDEBTEDNESS SECURED

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

3. REPRESENTATIONS AND WARRANTIES OF DEBTOR

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

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

(b) all Intellectual Property applications and registrations are valid and in good standing and Debtor is the owner of the applications and registrations;

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

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

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

4. COVENANTS OF THE DEBTOR

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

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

(b) to notify RBC promptly of:

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

(c) to keep Collateral in good order, condition and repair and not to use Collateral in violation of the provisions of this Security Agreement or any other agreement relating to Collateral or any policy insuring Collateral or any applicable statute, law, by-law, rule, regulation or ordinance; to keep all agreements, registrations and applications relating to Intellectual Property and intellectual property used by Debtor in its business in good standing and to renew all agreements and registrations as may be necessary or desirable to protect Intellectual Property, unless otherwise agreed in writing by RBC; to apply to register all existing and future copyrights, trade-marks, patents, integrated circuit topographies and industrial designs whenever it is commercially reasonable to do so;

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

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

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

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

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

(i) to deliver to RBC from time to time promptly upon request:

(i) any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to

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Collateral,

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

5. USE AND VERIFICATION OF COLLATERAL

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

6. SECURITIES, INVESTMENT PROPERTY

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

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

7. COLLECTION OF DEBTS

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

8. INCOME FROM AND INTEREST ON COLLATERAL

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

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

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9. INCREASES, PROFITS, PAYMENTS OR DISTRIBUTIONS

(a) Whether or not default has occurred, Debtor authorizes RBC:

- (i) to receive any increase in or profits on Collateral (other than Money) and to hold the same as part of Collateral. Money so received shall be treated as income for the purposes of Clause 8 hereof and dealt with accordingly;
- (ii) to receive any payment or distribution upon redemption or retirement or upon dissolution and liquidation of the issuer of Collateral; to surrender such Collateral in exchange therefor and to hold any such payment or distribution as part of Collateral.

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

10. DISPOSITION OF MONEY

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

11. EVENTS OF DEFAULT

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

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

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

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

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

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

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

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

(h) if any certificate, statement, representation, warranty or audit report heretofore or hereafter furnished by or on behalf of Debtor pursuant to or in connection with this Security Agreement, or otherwise (including, without limitation, the representations and warranties contained herein) or as an inducement to RBC to extend any credit to or to enter into this or

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any other agreement with Debtor, proves to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or proves to have omitted any substantial contingent or unliquidated liability or claim against Debtor; or if upon the date of execution of this Security Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty or audit report, which change shall not have been disclosed to RBC at or prior to the time of such execution.

12. ACCELERATION

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

13. REMEDIES

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

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

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

(d) In addition to those rights granted herein and in any other agreement now or hereafter in effect between Debtor and RBC and in addition to any other rights RBC may have at law or in equity, RBC shall have, both before and after default, all rights and remedies of a secured party under the P.P.S.A. Provided always, that RBC shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease, license or otherwise dispose of Collateral or to institute any proceedings for such purposes. Furthermore, RBC shall have no obligation to take any steps to preserve rights against prior parties to any Instrument or Chattel Paper whether Collateral or proceeds and whether or not in RBC's possession and shall not be liable or accountable for failure to do so.

(e) Debtor acknowledges that RBC or any Receiver appointed by it may take possession of Collateral wherever it may be located and by any method permitted by law and Debtor agrees upon request from RBC or any such Receiver to assemble and deliver possession of Collateral at such place or places as directed.

(f) Debtor agrees to be liable for and to pay all costs, charges and expenses reasonably incurred by RBC or any Receiver appointed by it, whether directly or for services rendered (including reasonable solicitors and auditors costs and

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other legal expenses and Receiver remuneration), in operating Debtor's accounts, in preparing or enforcing this Security Agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting Indebtedness and all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by RBC or any Receiver appointed by it, as permitted hereby, shall be a first charge on the proceeds of realization, collection or disposition of Collateral and shall be secured hereby.

(g) RBC will give Debtor such notice, if any, of the date, time and place of any public sale or of the date after which any private disposition of Collateral is to be made as may be required by the P.P.S.A..

(h) Upon default and receiving written demand from RBC, Debtor shall take such further action as may be necessary to evidence and effect an assignment or licensing of Intellectual Property to whomever RBC directs, including to RBC. Debtor appoints any officer or director or branch manager of RBC upon default to be its attorney in accordance with applicable legislation with full power of substitution and to do on Debtor's behalf anything that is required to assign, license or transfer, and to record any assignment, licence or transfer of the Collateral. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.

14. MISCELLANEOUS

(a) Debtor hereby authorizes RBC to file such financing statements, financing change statements and other documents and do such acts, matters and things (including completing and adding schedules hereto identifying Collateral or any permitted Encumbrances affecting Collateral or identifying the locations at which Debtor's business is carried on and Collateral and records relating thereto are situate) as RBC may deem appropriate to perfect on an ongoing basis and continue the Security Interest, to protect and preserve Collateral and to realize upon the Security Interest and Debtor hereby irrevocably constitutes and appoints the Manager or Acting Manager from time to time of the herein mentioned branch of RBC the true and lawful attorney of Debtor, with full power of substitution, to do any of the foregoing in the name of Debtor whenever and wherever it may be deemed necessary or expedient.

(b) Without limiting any other right of RBC, whenever Indebtedness is immediately due and payable or RBC has the right to declare Indebtedness to be immediately due and payable (whether or not it has so declared), RBC may, in its sole discretion, set off against Indebtedness any and all amounts then owed to Debtor by RBC in any capacity, whether or not due, and RBC shall be deemed to have exercised such right to set off immediately at the time of making its decision to do so even though any charge therefor is made or entered on RBC's records subsequent thereto.

(c) Upon Debtor's failure to perform any of its duties hereunder, RBC may, but shall not be obligated to, perform any or all of such duties, and Debtor shall pay to RBC, forthwith upon written demand therefor, an amount equal to the expense incurred by RBC in so doing plus interest thereon from the date such expense is incurred until it is paid at the rate of 15% per annum.

(d) RBC may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with Debtor, debtors of Debtor, sureties and others and with Collateral and other security as RBC may see fit without prejudice to the liability of Debtor or RBC's right to hold and realize the Security Interest. Furthermore, RBC may demand, collect and sue on Collateral in either Debtor's or RBC's name, at RBC's option, and may endorse Debtor's name on any and all cheques, commercial paper, and any other Instruments pertaining to or constituting Collateral.

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) shall extend to "Collateral" (as that term is herein defined) owned by each of the amalgamating companies and the amalgamated company at the time of amalgamation and to any "Collateral" thereafter owned or acquired by the amalgamated company, and

(ii) shall secure the "Indebtedness" (as that term is herein defined) of each of the amalgamating companies and the amalgamated company to RBC at the time of amalgamation and any "Indebtedness" of the amalgamated company to RBC thereafter arising. The Security Interest shall attach to "Collateral" owned by each company amalgamating with Debtor,

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and by the amalgamated company, at the time of the amalgamation, and shall attach to any "Collateral" thereafter owned or acquired by the amalgamated company when such becomes owned or is acquired.

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

(s) This Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the province in which the herein branch of RBC is located, as those laws may from time to time be in effect, except if such branch of RBC is located in Quebec then, this Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

15. COPY OF AGREEMENT

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

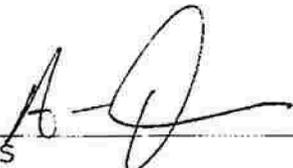
(b) Debtor waives Debtor's right to receive a copy of any financing statement or financing change statement registered by RBC or of any verification statement with respect to any financing statement or financing change statement registered by RBC. (Applies in all P.P.S.A. Provinces except Ontario).

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

BUSINESS DEBTOR

NAME OF BUSINESS DEBTOR CITY WIDE ENTERTAINMENT GROUP INC.			
ADDRESS OF BUSINESS DEBTOR 2900 10180 101 ST	CITY EDMONTON	PROVINCE ALBERTA	POSTAL CODE T5J3V5

IN WITNESS WHEREOF Debtor has executed this Security Agreement this 15th day August, 2016

WITNESSES 

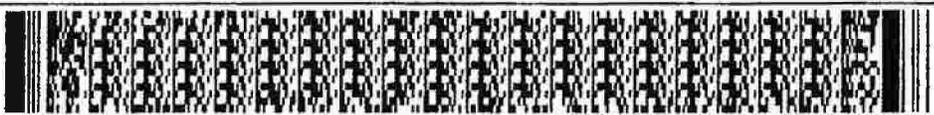
CITY WIDE ENTERTAINMENT GROUP INC.

 _____ 

WITNESSES



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SCHEDULE "A"

(ENCUMBRANCES AFFECTING COLLATERAL)

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SCHEDULE "B"

1. Locations of Debtor's Business Operations

2900 10180 101 ST,
EDMONTON
ALBERTA
CA
T5J3V5

2. Locations of Records relating to Collateral

2900 10180 101 ST,
EDMONTON
ALBERTA
CA
T5J3V5

3. Locations of Collateral

2900 10180 101 ST,
EDMONTON
ALBERTA
CA
T5J3V5

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SCHEDULE "C"
(DESCRIPTION OF PROPERTY)

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RBC569908395012012000924

Search ID #: Z13478427

Transmitting Party

MLT AIKINS LLP

2200, 10235 101 STREET
EDMONTON, AB T5J 3G1

Party Code: 60006606
Phone #: 780 969 3500
Reference #:

Search ID #: Z13478427

Date of Search: 2021-Feb-01

Time of Search: 11:18:44

Business Debtor Search For:

CITY WIDE ENTERTAINMENT GROUP INC.

Exact Result(s) Only Found

NOTE:

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



Search ID #: Z13478427

Business Debtor Search For:

CITY WIDE ENTERTAINMENT GROUP INC.

Search ID #: Z13478427

Date of Search: 2021-Feb-01

Time of Search: 11:18:44

Registration Number: 16081110112

Registration Date: 2016-Aug-11

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2021-Aug-11 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status
Current

1 CITY WIDE ENTERTAINMENT GROUP INC.
2900 10180 101 ST
EDMONTON, AB T5J 3V5

Secured Party / Parties

Block

Status
Current

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

Collateral: General

Block

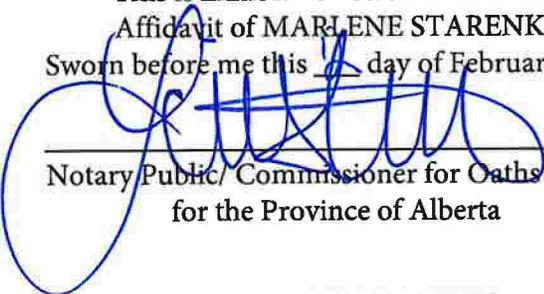
Description

Status
Current

1 ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY

Result Complete

This is Exhibit "O" referred to in the
Affidavit of MARLENE STARENKY
Sworn before me this 4 day of February, 2021



Notary Public/ Commissioner for Oaths in and
for the Province of Alberta

TRISTEN POMERANCE
Barrister and Solicitor



Royal Bank of Canada
Guarantee and Postponement of Claim

SRF: 569908395
Borrower: JUMP PARK TRAMPOLINE LTD.

9034 51ST AVE
EDMONTON
ALBERTA
T6E 5X4
CA

TO: ROYAL BANK OF CANADA

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by **JUMP PARK TRAMPOLINE LTD.** (hereinafter called the "Customer") to the Bank or remaining unpaid by the Customer to the Bank, heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the Customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the Customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "Liabilities"); the liability of the undersigned hereunder being limited to the sum of **\$755,000.00** together with interest thereon from the date of demand for payment at a rate equal to **the Bank's Prime Interest Rate plus 5.00 percent per annum** as well after as before default and judgment.

AND THE UNDERSIGNED AND EACH OF THEM (IF MORE THAN ONE) HEREBY JOINTLY AND SEVERALLY AGREE(S) WITH THE BANK AS FOLLOWS:

(1) The Bank may grant time, renewals, extensions, indulgences, releases and discharges to, take securities (which word as used herein includes securities taken by the Bank from the Customer and others, monies which the Customer has on deposit with the Bank, other assets of the Customer held by the Bank in safekeeping or otherwise, and other guarantees) from and give the same and any or all existing securities up to, abstain from taking securities from, or perfecting securities of, cease or refrain from giving credit or making loans or advances to, or change any term or condition applicable to the Liabilities, including without limitation, the rate of interest or maturity date, if any, or introduce new terms and conditions with regard to the Liabilities, or accept compositions from and otherwise deal with, the Customer and others and with all securities as the Bank may see fit, and may apply all moneys at any time received from the Customer or others or from securities upon such part of the Liabilities as the Bank deems best and change any such application in whole or in part from time to time as the Bank may see fit, the whole without in any way limiting or lessening the liability of the undersigned under this guarantee, and no loss of or in respect of any securities received by the Bank from the Customer or others, whether occasioned by the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.

(2) This guarantee shall be a continuing guarantee and shall cover all the Liabilities, and it shall apply to and secure any ultimate balance due or remaining unpaid to the Bank.

(3) The Bank shall not be bound to exhaust its recourse against the Customer or others or any securities it may at any time hold before being entitled to payment from the undersigned of the Liabilities. The undersigned renounce(s) to all benefits of discussion and division.

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(4) The undersigned or any of them may, by notice in writing delivered to the Manager of the branch or agency of the Bank receiving this instrument, with effect from and after the date that is 30 days following the date of receipt by the Bank of such notice, determine their or his/her liability under this guarantee in respect of Liabilities thereafter incurred or arising but not in respect of any Liabilities theretofore incurred or arising even though not then matured, provided, however, that notwithstanding receipt of any such notice the Bank may fulfil any requirements of the Customer based on agreements express or implied made prior to the receipt of such notice and any resulting Liabilities shall be covered by this guarantee; and provided further that in the event of the determination of this guarantee as to one or more of the undersigned it shall remain a continuing guarantee as to the other or others of the undersigned.

(5) All indebtedness and liability, present and future, of the customer to the undersigned or any of them are hereby assigned to the Bank and postponed to the Liabilities, and all moneys received by the undersigned or any of them in respect thereof shall be received in trust for the Bank and forthwith upon receipt shall be paid over to the Bank, the whole without in any way limiting or lessening the liability of the undersigned under the foregoing guarantee; and this assignment and postponement is independent of the said guarantee and shall remain in full effect notwithstanding that the liability of the undersigned or any of them under the said guarantee may be extinct. The term "Liabilities", as previously defined, for purposes of the postponement feature provided by this agreement, and this section in particular, includes any funds advanced or held at the disposal of the Customer under any line(s) of credit.

(6) This guarantee and agreement shall not be affected by the death or loss or diminution of capacity of the undersigned or any of them or by any change in the name of the Customer or in the membership of the Customer's firm through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, or by the acquisition of the Customer's business by a corporation, or by any change whatsoever in the objects, capital structure or constitution of the Customer, or by the Customer's business being amalgamated with a corporation, but shall notwithstanding the happening of any such event continue to apply to all the Liabilities whether theretofore or thereafter incurred or arising and in this instrument the word "Customer" shall include every such firm and corporation.

(7) This guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time or times of any sum or sums of money for the time being due or remaining unpaid to the Bank, and all dividends, compositions, proceeds of security valued and payments received by the Bank from the Customer or from others or from estates shall be regarded for all purposes as payments in gross without any right on the part of the undersigned to claim in reduction of the liability under this guarantee the benefit of any such dividends, compositions, proceeds or payments or any securities held by the Bank or proceeds thereof, and the undersigned shall have no right to be subrogated in any rights of the Bank until the Bank shall have received payment in full of the Liabilities.

(8) All monies, advances, renewals, credits and credit facilities in fact borrowed or obtained from the Bank shall be deemed to form part of the Liabilities, notwithstanding any lack or limitation of status or of power, incapacity or disability of the Customer or of the directors, partners or agents of the Customer, or that the Customer may not be a legal or suable entity, or any irregularity, defect or informality in the borrowing or obtaining of such monies, advances, renewals, credits or credit facilities, or any other reason, similar or not, the whole whether known to the Bank or not. Any sum which may not be recoverable from the undersigned on the footing of a guarantee, whether for the reasons set out in the previous sentence, or for any other reason, similar or not, shall be recoverable from the undersigned and each of them as sole or principal debtor in respect of that sum, and shall be paid to the Bank on demand with interest and accessories.

(9) This guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given, at any time held by the Bank, and any present or future obligation to the Bank incurred or arising otherwise than under a guarantee, of the undersigned or any of them or of any other obligant, whether bound with or apart from the Customer; excepting any guarantee surrendered for cancellation on delivery of this instrument or confirmed in writing by the Bank to be cancelled.

(10) The undersigned and each of them shall be bound by any account settled between the Bank and the Customer, and if no such account has been so settled immediately before demand for payment under this guarantee any account stated by the Bank shall be accepted by the undersigned and each of them as conclusive evidence of the amount which at the date of the account so stated is due by the Customer to the Bank or remains unpaid by the Customer to the Bank.

(11) This guarantee and agreement shall be operative and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank shall

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be conclusive evidence against the undersigned and each of them that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any conditions precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Bank each signatory thereof obtains from the Manager of the branch or agency of the Bank receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.

(12) No suit based on this guarantee shall be instituted until demand for payment has been made, and demand for payment shall be deemed to have been effectually made upon any guarantor if and when an envelope containing such demand, addressed to such guarantor at the address of such guarantor last known to the Bank, is posted, postage prepaid, in the post office, and in the event of the death of any guarantor demand for payment addressed to any of such guarantor's heirs, executors, administrators or legal representatives at the address of the addressee last known to the Bank and posted as aforesaid shall be deemed to have been effectually made upon all of them. Moreover, when demand for payment has been made, the undersigned shall also be liable to the Bank for all legal costs (on a solicitor and own client basis) incurred by or on behalf of the Bank resulting from any action instituted on the basis of this guarantee. All payments hereunder shall be made to the Bank at a branch or agency of the Bank.

(13) This instrument covers all agreements between the parties hereto relative to this guarantee and assignment and postponement, and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein.

(14) This guarantee and agreement shall extend to and enure to the benefit of the Bank and its successors and assigns, an every reference herein to the undersigned or to each of them or to any of them, is a reference to and shall be construed as including the undersigned and the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned or of each of them or of any of them, as the case may be, to and upon all of whom this guarantee and agreement shall extend and be binding.

(15) Prime Interest Rate is the annual rate of interest announced from time to time by Royal Bank of Canada as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada.

(16) This Guarantee and Postponement of Claim shall be governed by and construed in accordance with the laws of the province of ALBERTA ("Jurisdiction"). The undersigned irrevocably submits to the courts of the Jurisdiction in any action or proceeding arising out of or relating to this Guarantee and Postponement of Claim, and irrevocably agrees that all such actions and proceedings may be heard and determined in such courts, and irrevocably waives, to the fullest extent possible, the defense of an inconvenient forum. The undersigned agrees that a judgment or order in any such action or proceeding may be enforced in other jurisdictions in any manner provided by law. Provided, however, that the Bank may serve legal process in any manner permitted by law or may bring an action or proceeding against the undersigned or the property or assets of the undersigned in the courts of any other jurisdiction.

(17) The Undersigned hereby acknowledges receipt of a copy of this agreement.

licable in all
S.A.
pt Ontario) (18) The Undersigned hereby waives Undersigned's right to receive a copy of any Financing Statement or Financing Change Statement registered by the Bank.

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EXECUTED this 08 / 15 / 16
(MONTH) (DAY) (YEAR)

IN THE PRESENCE OF

A-T
Witness Signature: **AMEEN TEJANI**
BARRISTER & SOLICITOR

MBhatthal
MANPREET KAUR BHATTHAL

Name:
A-T
Witness Signature: **AMEEN TEJANI**
BARRISTER & SOLICITOR

BS
BALJOT SINGH ATHWAL

Name:
A-T
Witness Signature: **AMEEN TEJANI**
BARRISTER & SOLICITOR

RSGill
RANJIT SINGH GILL

Insert the full name and address of Guarantor (Undersigned above).

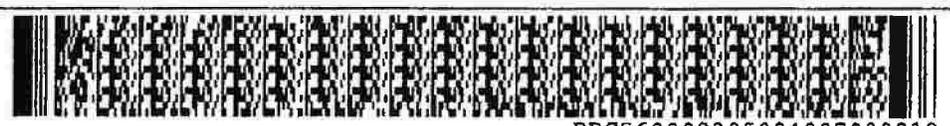
Full name and address

MANPREET KAUR BHATTHAL
719 KIRKNESS ROAD NW
EDMONTON
ALBERTA
T5Y2Y8
CA

BALJOT SINGH ATHWAL
3668-30ST NW
EDMONTON
ALBERTA
T6T1K3
CA

RANJIT SINGH GILL
6015 165 AVE NW
EDMONTON
ALBERTA
T5Y0A9
CA

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(To be completed when the guarantee is stated to be governed by the laws of the Province of Alberta, the loan is repayable in Alberta, the guarantee is executed in Alberta, the Customer carries on business in Alberta, or the guarantor is resident or owns assets in Alberta.)

To be completed only when the guarantor is not a corporation)

THE GUARANTEES ACKNOWLEDGEMENT ACT, (ALBERTA) CERTIFICATE OF BARRISTER AND SOLICITOR

I HEREBY CERTIFY THAT:

(1) MANPREET KAUR BHATTHAL, the guarantor in the guarantee dated 08/15/16 made between ROYAL BANK OF CANADA and MANPREET KAUR BHATTHAL, BALJOT SINGH ATHWAL and RANJIT SINGH GILL, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;

(2) I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

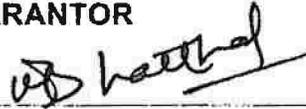
CERTIFIED by AMEEN TEJANI
BARRISTER & SOLICITOR, Barrister and Solicitor at the City of Edmonton, in the Province of Alberta, this 15th day of August, 2016


Signature

(Guarantor to sign in presence of Barrister and Solicitor)

STATEMENT OF GUARANTOR

I am the person named in the certificate



Signature of Guarantor

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(To be completed when the guarantee is stated to be governed by the laws of the Province of Alberta, the loan is repayable in Alberta, the guarantee is executed in Alberta, the Customer carries on business in Alberta, or the guarantor is resident or owns assets in Alberta.)

To be completed only when the guarantor is not a corporation)

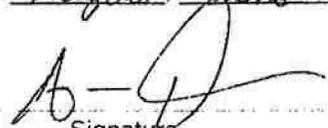
THE GUARANTEES ACKNOWLEDGEMENT ACT, (ALBERTA) CERTIFICATE OF BARRISTER AND SOLICITOR

I HEREBY CERTIFY THAT:

(1) BALJOT SINGH ATHWAL, the guarantor in the guarantee dated 08/15/16 made between ROYAL BANK OF CANADA and MANPREET KAUR BHATTHAL, BALJOT SINGH ATHWAL and RANJIT SINGH GILL, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;

(2) I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

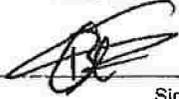
CERTIFIED by AMEEN TEJANI
Edmonton BARRISTER & SOLICITOR, Barrister and Solicitor at the City of _____ of _____, in the Province of Alberta, this 15th day of August, 2016.


Signature

(Guarantor to sign in presence of Barrister and Solicitor)

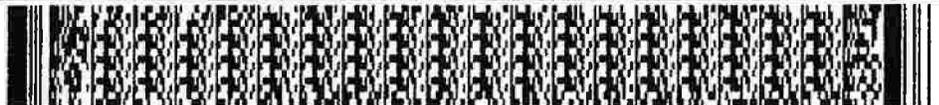
STATEMENT OF GUARANTOR

I am the person named in the certificate



Signature of Guarantor

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(To be completed when the guarantee is stated to be governed by the laws of the Province of Alberta, the loan is repayable in Alberta, the guarantee is executed in Alberta, the Customer carries on business in Alberta, or the guarantor is resident or owns assets in Alberta.)

To be completed only when the guarantor is not a corporation)

THE GUARANTEES ACKNOWLEDGEMENT ACT, (ALBERTA) CERTIFICATE OF BARRISTER AND SOLICITOR

I HEREBY CERTIFY THAT:

(1) RANJIT SINGH GILL, the guarantor in the guarantee dated 08/15/16 made between ROYAL BANK OF CANADA and MANPREET KAUR BHATTHAL, BALJOT SINGH ATHWAL and RANJIT SINGH GILL, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;

(2) I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

CERTIFIED by **AMEEN TEJANI**
BARRISTER & SOLICITOR
Edmonton, in the Province of Alberta, this 15th day of August, 2016 Barrister and Solicitor at the City of _____

[Handwritten Signature]
Signature

(Guarantor to sign in presence of Barrister and Solicitor)

STATEMENT OF GUARANTOR

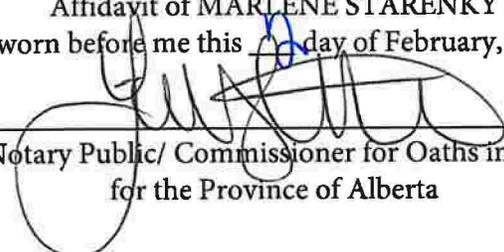
I am the person named in the certificate Ranjit Gill
Signature of Guarantor

Please do not write in this area



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This is Exhibit "P" referred to in the
Affidavit of MARLENE STARENKY
Sworn before me this 20 day of February, 2021



Notary Public/ Commissioner for Oaths in and
for the Province of Alberta

TRISTEN POMERANCE
Barrister and Solicitor



Royal Bank of Canada
Guarantee and Postponement of Claim

SRF: 573619491
Borrower: JUMP PARK TRAMPOLINE (WINNIPEG) LTD.

9034 51ST AVE
EDMONTON
ALBERTA
T6E 5X4
CA

TO: ROYAL BANK OF CANADA

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by **JUMP PARK TRAMPOLINE (WINNIPEG) LTD.** (hereinafter called the "Customer") to the Bank or remaining unpaid by the Customer to the Bank, heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the Customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the Customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "Liabilities"); the liability of the undersigned hereunder being limited to the sum of **\$1,290,000.00** together with interest thereon from the date of demand for payment at a rate equal to the **Bank's Prime Interest Rate plus 5.00 percent per annum** as well after as before default and judgment.

AND THE UNDERSIGNED AND EACH OF THEM (IF MORE THAN ONE) HEREBY JOINTLY AND SEVERALLY AGREE(S) WITH THE BANK AS FOLLOWS:

(1) The Bank may grant time, renewals, extensions, indulgences, releases and discharges to, take securities (which word as used herein includes securities taken by the Bank from the Customer and others, monies which the Customer has on deposit with the Bank, other assets of the Customer held by the Bank in safekeeping or otherwise, and other guarantees) from and give the same and any or all existing securities up to, abstain from taking securities from, or perfecting securities of, cease or refrain from giving credit or making loans or advances to, or change any term or condition applicable to the Liabilities, including without limitation, the rate of interest or maturity date, if any, or introduce new terms and conditions with regard to the Liabilities, or accept compositions from and otherwise deal with, the Customer and others and with all securities as the Bank may see fit, and may apply all moneys at any time received from the Customer or others or from securities upon such part of the Liabilities as the Bank deems best and change any such application in whole or in part from time to time as the Bank may see fit, the whole without in any way limiting or lessening the liability of the undersigned under this guarantee, and no loss of or in respect of any securities received by the Bank from the Customer or others, whether occasioned by the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.

(2) This guarantee shall be a continuing guarantee and shall cover all the Liabilities, and it shall apply to and secure any ultimate balance due or remaining unpaid to the Bank.

(3) The Bank shall not be bound to exhaust its recourse against the Customer or others or any securities it may at any time hold before being entitled to payment from the undersigned of the Liabilities. The undersigned renounce(s) to all benefits of discussion and division.

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(4) The undersigned or any of them may, by notice in writing delivered to the Manager of the branch or agency of the Bank receiving this instrument, with effect from and after the date that is 30 days following the date of receipt by the Bank of such notice, determine their or his/her liability under this guarantee in respect of Liabilities thereafter incurred or arising but not in respect of any Liabilities theretofore incurred or arising even though not then matured, provided, however, that notwithstanding receipt of any such notice the Bank may fulfil any requirements of the Customer based on agreements express or implied made prior to the receipt of such notice and any resulting Liabilities shall be covered by this guarantee; and provided further that in the event of the determination of this guarantee as to one or more of the undersigned it shall remain a continuing guarantee as to the other or others of the undersigned.

(5) All indebtedness and liability, present and future, of the customer to the undersigned or any of them are hereby assigned to the Bank and postponed to the Liabilities, and all moneys received by the undersigned or any of them in respect thereof shall be received in trust for the Bank and forthwith upon receipt shall be paid over to the Bank, the whole without in any way limiting or lessening the liability of the undersigned under the foregoing guarantee; and this assignment and postponement is independent of the said guarantee and shall remain in full effect notwithstanding that the liability of the undersigned or any of them under the said guarantee may be extinct. The term "Liabilities", as previously defined, for purposes of the postponement feature provided by this agreement, and this section in particular, includes any funds advanced or held at the disposal of the Customer under any line(s) of credit.

(6) This guarantee and agreement shall not be affected by the death or loss or diminution of capacity of the undersigned or any of them or by any change in the name of the Customer or in the membership of the Customer's firm through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, or by the acquisition of the Customer's business by a corporation, or by any change whatsoever in the objects, capital structure or constitution of the Customer, or by the Customer's business being amalgamated with a corporation, but shall notwithstanding the happening of any such event continue to apply to all the Liabilities whether theretofore or thereafter incurred or arising and in this instrument the word "Customer" shall include every such firm and corporation.

(7) This guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time or times of any sum or sums of money for the time being due or remaining unpaid to the Bank, and all dividends, compositions, proceeds of security valued and payments received by the Bank from the Customer or from others or from estates shall be regarded for all purposes as payments in gross without any right on the part of the undersigned to claim in reduction of the liability under this guarantee the benefit of any such dividends, compositions, proceeds or payments or any securities held by the Bank or proceeds thereof, and the undersigned shall have no right to be subrogated in any rights of the Bank until the Bank shall have received payment in full of the Liabilities.

(8) All monies, advances, renewals, credits and credit facilities in fact borrowed or obtained from the Bank shall be deemed to form part of the Liabilities, notwithstanding any lack or limitation of status or of power, incapacity or disability of the Customer or of the directors, partners or agents of the Customer, or that the Customer may not be a legal or suable entity, or any irregularity, defect or informality in the borrowing or obtaining of such monies, advances, renewals, credits or credit facilities, or any other reason, similar or not, the whole whether known to the Bank or not. Any sum which may not be recoverable from the undersigned on the footing of a guarantee, whether for the reasons set out in the previous sentence, or for any other reason, similar or not, shall be recoverable from the undersigned and each of them as sole or principal debtor in respect of that sum, and shall be paid to the Bank on demand with interest and accessories.

(9) This guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given, at any time held by the Bank, and any present or future obligation to the Bank incurred or arising otherwise than under a guarantee, of the undersigned or any of them or of any other obligant, whether bound with or apart from the Customer; excepting any guarantee surrendered for cancellation on delivery of this instrument or confirmed in writing by the Bank to be cancelled.

(10) The undersigned and each of them shall be bound by any account settled between the Bank and the Customer, and if no such account has been so settled immediately before demand for payment under this guarantee any account stated by the Bank shall be accepted by the undersigned and each of them as conclusive evidence of the amount which at the date of the account so stated is due by the Customer to the Bank or remains unpaid by the Customer to the Bank.

(11) This guarantee and agreement shall be operative and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank shall

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be conclusive evidence against the undersigned and each of them that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any conditions precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Bank each signatory thereof obtains from the Manager of the branch or agency of the Bank receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.

(12) No suit based on this guarantee shall be instituted until demand for payment has been made, and demand for payment shall be deemed to have been effectually made upon any guarantor if and when an envelope containing such demand, addressed to such guarantor at the address of such guarantor last known to the Bank, is posted, postage prepaid, in the post office, and in the event of the death of any guarantor demand for payment addressed to any of such guarantor's heirs, executors, administrators or legal representatives at the address of the addressee last known to the Bank and posted as aforesaid shall be deemed to have been effectually made upon all of them. Moreover, when demand for payment has been made, the undersigned shall also be liable to the Bank for all legal costs (on a solicitor and own client basis) incurred by or on behalf of the Bank resulting from any action instituted on the basis of this guarantee. All payments hereunder shall be made to the Bank at a branch or agency of the Bank.

(13) This instrument covers all agreements between the parties hereto relative to this guarantee and assignment and postponement, and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein.

(14) This guarantee and agreement shall extend to and enure to the benefit of the Bank and its successors and assigns, an every reference herein to the undersigned or to each of them or to any of them, is a reference to and shall be construed as including the undersigned and the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned or of each of them or of any of them, as the case may be, to and upon all of whom this guarantee and agreement shall extend and be binding.

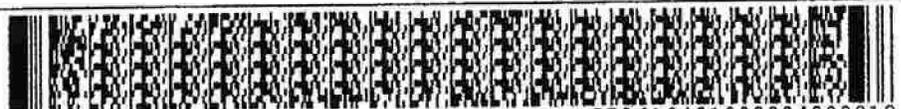
(15) Prime Interest Rate is the annual rate of interest announced from time to time by Royal Bank of Canada as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada.

(16) This Guarantee and Postponement of Claim shall be governed by and construed in accordance with the laws of the province of MANITOBA ("Jurisdiction"). The undersigned irrevocably submits to the courts of the Jurisdiction in any action or proceeding arising out of or relating to this Guarantee and Postponement of Claim, and irrevocably agrees that all such actions and proceedings may be heard and determined in such courts, and irrevocably waives, to the fullest extent possible, the defense of an inconvenient forum. The undersigned agrees that a judgment or order in any such action or proceeding may be enforced in other jurisdictions in any manner provided by law. Provided, however, that the Bank may serve legal process in any manner permitted by law or may bring an action or proceeding against the undersigned or the property or assets of the undersigned in the courts of any other jurisdiction.

(17) The Undersigned hereby acknowledges receipt of a copy of this agreement.

(Applicable in all P P S A except Ontario.) (18) The Undersigned hereby waives Undersigned's right to receive a copy of any Financing Statement or Financing Change Statement registered by the Bank.

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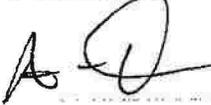


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EXECUTED this April 15, 2017
(MONTH) (DAY) (YEAR)

IN THE PRESENCE OF

JUMP PARK TRAMPOLINE LTD.

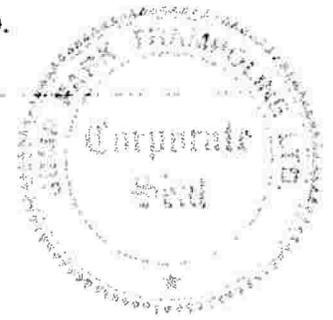

Witness Signature:
Ameen Tejani
Barrister and Solicitor



Name:

Witness Signature:
Ameen Tejani
Barrister and Solicitor





Insert the full name and address of Guarantor (Undersigned above).

Full name and address

JUMP PARK TRAMPOLINE LTD.
UNIT 180, 3001 BUCKINGHAM DRIVE
SHERWOOD PARK
ALBERTA
T8H0X5
CA

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RBC573619491004004000812



Royal Bank of Canada
General Security Agreement

SRF: 573619491
Borrower: JUMP PARK TRAMPOLINE (WINNIPEG) LTD.

9034 51ST AVE
EDMONTON
ALBERTA
T6E 5X4
CA

1. SECURITY INTEREST

(a) For value received, the undersigned ("Debtor"), hereby grants to **ROYAL BANK OF CANADA** ("RBC"), a security interest (the "Security Interest") in the undertaking of Debtor and in all of Debtor's present and after acquired personal property including, without limitation, in all Goods (including all parts, accessories, attachments, special tools, additions and accessions thereto), Chattel Paper, Documents of Title (whether negotiable or not), Instruments, Intangibles, Money and Securities and all other Investment Property now owned or hereafter owned or acquired by or on behalf of Debtor (including such as may be returned to or repossessed by Debtor) and in all proceeds and renewals thereof, accretions thereto and substitutions therefore (hereinafter collectively called "Collateral"), and including, without limitation, all of the following now owned or hereafter owned or acquired by or on behalf of Debtor:

- (i) all inventory of whatever kind and wherever situate;
- (ii) all equipment (other than Inventory) of whatever kind and wherever situate, including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatsoever nature or kind;
- (iii) all Accounts and book debts and generally all debts, dues, claims, choses in action and demands of every nature and kind howsoever arising or secured including letters of credit and advices of credit, which are now due, owing or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by Debtor ("Debts");
- (iv) all lists, records and files relating to Debtor's customers, clients and patients;
- (v) all deeds, documents, writings, papers, books of account and other books relating to or being records of Debts, Chattel Paper or Documents of Title or by which such are or may hereafter be secured, evidenced, acknowledged or made payable;
- (vi) all contractual rights and insurance claims;
- (vii) all patents, industrial designs, trade-marks, trade secrets and know-how including without limitation environmental technology and biotechnology, confidential information, trade-names, goodwill, copyrights, personality rights, plant breeders' rights, integrated circuit topographies, software and all other forms of intellectual and industrial property, and any registrations and applications for registration of any of the foregoing (collectively "Intellectual Property"); and
- (viii) all property described in Schedule "C" or any schedule now or hereafter annexed hereto.

(b) The Security Interest granted hereby shall not extend or apply to and Collateral shall not include the last day of the term of any lease or agreement therefor but upon the enforcement of the Security Interest, Debtor shall stand possessed of such last day in trust to assign the same to any person acquiring such term.

(c) The terms "Goods", "Chattel Paper", "Document of Title", "Instrument", "Intangible", "Security", "Investment

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Property", "proceeds", "Inventory", "accession", "Money", "Account", "financing statement" and "financing change statement" whenever used herein shall be interpreted pursuant to their respective meanings when used in The Personal Property Security Act of the province referred to in Clause 14(s), as amended from time to time, which Act, including amendments thereto and any Act substituted therefor and amendments thereto is herein referred to as the "P.P.S.A.". Provided always that the term "Goods" when used herein shall not include "consumer goods" of Debtor as that term is defined in the P.P.S.A., the term "Inventory" when used herein shall include livestock and the young thereof after conception and crops that become such within one year of execution of this Security Agreement and the term "Investment Property", if not defined in the P.P.S.A., shall be interpreted according to its meaning in the Personal Property Security Act (Ontario). Any reference herein to "Collateral" shall, unless the context otherwise requires, be deemed a reference to "Collateral or any part thereof".

2. INDEBTEDNESS SECURED

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

3. REPRESENTATIONS AND WARRANTIES OF DEBTOR

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

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

(b) all Intellectual Property applications and registrations are valid and in good standing and Debtor is the owner of the applications and registrations;

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

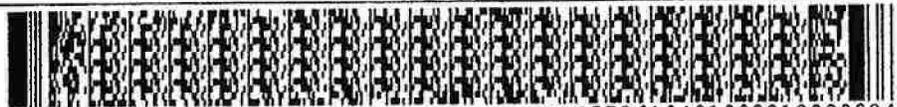
(d) the locations specified in Schedule "B" as to business operations and records are accurate and complete and with respect to Goods (including Inventory) constituting Collateral, the locations specified in Schedule "B" are accurate and complete save for Goods in transit to such locations and Inventory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

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

4. COVENANTS OF THE DEBTOR

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

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

(b) to notify RBC promptly of:

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

(c) to keep Collateral in good order, condition and repair and not to use Collateral in violation of the provisions of this Security Agreement or any other agreement relating to Collateral or any policy insuring Collateral or any applicable statute, law, by-law, rule, regulation or ordinance; to keep all agreements, registrations and applications relating to Intellectual Property and intellectual property used by Debtor in its business in good standing and to renew all agreements and registrations as may be necessary or desirable to protect Intellectual Property, unless otherwise agreed in writing by RBC; to apply to register all existing and future copyrights, trade-marks, patents, integrated circuit topographies and industrial designs whenever it is commercially reasonable to do so;

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

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

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

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

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

(i) to deliver to RBC from time to time promptly upon request:

- (i) any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to

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Collateral,

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

5. USE AND VERIFICATION OF COLLATERAL

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

6. SECURITIES, INVESTMENT PROPERTY

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

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

7. COLLECTION OF DEBTS

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

8. INCOME FROM AND INTEREST ON COLLATERAL

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

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

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9. INCREASES, PROFITS, PAYMENTS OR DISTRIBUTIONS

(a) Whether or not default has occurred, Debtor authorizes RBC:

- (i) to receive any increase in or profits on Collateral (other than Money) and to hold the same as part of Collateral. Money so received shall be treated as income for the purposes of Clause 8 hereof and dealt with accordingly;
- (ii) to receive any payment or distribution upon redemption or retirement or upon dissolution and liquidation of the issuer of Collateral; to surrender such Collateral in exchange therefor and to hold any such payment or distribution as part of Collateral.

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

10. DISPOSITION OF MONEY

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

11. EVENTS OF DEFAULT

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

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

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

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

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

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

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

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

(h) if any certificate, statement, representation, warranty or audit report heretofore or hereafter furnished by or on behalf of Debtor pursuant to or in connection with this Security Agreement, or otherwise (including, without limitation, the representations and warranties contained herein) or as an inducement to RBC to extend any credit to or to enter into this or

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any other agreement with Debtor, proves to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or proves to have omitted any substantial contingent or unliquidated liability or claim against Debtor; or if upon the date of execution of this Security Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty or audit report, which change shall not have been disclosed to RBC at or prior to the time of such execution.

12. ACCELERATION

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

13. REMEDIES

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

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

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

(d) In addition to those rights granted herein and in any other agreement now or hereafter in effect between Debtor and RBC and in addition to any other rights RBC may have at law or in equity, RBC shall have, both before and after default, all rights and remedies of a secured party under the P.P.S.A. Provided always, that RBC shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease, license or otherwise dispose of Collateral or to institute any proceedings for such purposes. Furthermore, RBC shall have no obligation to take any steps to preserve rights against prior parties to any Instrument or Chattel Paper whether Collateral or proceeds and whether or not in RBC's possession and shall not be liable or accountable for failure to do so.

(e) Debtor acknowledges that RBC or any Receiver appointed by it may take possession of Collateral wherever it may be located and by any method permitted by law and Debtor agrees upon request from RBC or any such Receiver to assemble and deliver possession of Collateral at such place or places as directed.

(f) Debtor agrees to be liable for and to pay all costs, charges and expenses reasonably incurred by RBC or any Receiver appointed by it, whether directly or for services rendered (including reasonable solicitors and auditors costs and

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other legal expenses and Receiver remuneration), in operating Debtor's accounts, in preparing or enforcing this Security Agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting Indebtedness and all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by RBC or any Receiver appointed by it, as permitted hereby, shall be a first charge on the proceeds of realization, collection or disposition of Collateral and shall be secured hereby.

(g) RBC will give Debtor such notice, if any, of the date, time and place of any public sale or of the date after which any private disposition of Collateral is to be made as may be required by the P.P.S.A..

(h) Upon default and receiving written demand from RBC, Debtor shall take such further action as may be necessary to evidence and effect an assignment or licensing of Intellectual Property to whomever RBC directs, including to RBC. Debtor appoints any officer or director or branch manager of RBC upon default to be its attorney in accordance with applicable legislation with full power of substitution and to do on Debtor's behalf anything that is required to assign, license or transfer, and to record any assignment, licence or transfer of the Collateral. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.

14. MISCELLANEOUS

(a) Debtor hereby authorizes RBC to file such financing statements, financing change statements and other documents and do such acts, matters and things (including completing and adding schedules hereto identifying Collateral or any permitted Encumbrances affecting Collateral or identifying the locations at which Debtor's business is carried on and Collateral and records relating thereto are situate) as RBC may deem appropriate to perfect on an ongoing basis and continue the Security Interest, to protect and preserve Collateral and to realize upon the Security Interest and Debtor hereby irrevocably constitutes and appoints the Manager or Acting Manager from time to time of the herein mentioned branch of RBC the true and lawful attorney of Debtor, with full power of substitution, to do any of the foregoing in the name of Debtor whenever and wherever it may be deemed necessary or expedient.

(b) Without limiting any other right of RBC, whenever Indebtedness is immediately due and payable or RBC has the right to declare Indebtedness to be immediately due and payable (whether or not it has so declared), RBC may, in its sole discretion, set off against Indebtedness any and all amounts then owed to Debtor by RBC in any capacity, whether or not due, and RBC shall be deemed to have exercised such right to set off immediately at the time of making its decision to do so even though any charge therefor is made or entered on RBC's records subsequent thereto.

(c) Upon Debtor's failure to perform any of its duties hereunder, RBC may, but shall not be obligated to, perform any or all of such duties, and Debtor shall pay to RBC, forthwith upon written demand therefor, an amount equal to the expense incurred by RBC in so doing plus interest thereon from the date such expense is incurred until it is paid at the rate of 15% per annum.

(d) RBC may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with Debtor, debtors of Debtor, sureties and others and with Collateral and other security as RBC may see fit without prejudice to the liability of Debtor or RBC's right to hold and realize the Security Interest. Furthermore, RBC may demand, collect and sue on Collateral in either Debtor's or RBC's name, at RBC's option, and may endorse Debtor's name on any and all cheques, commercial paper, and any other Instruments pertaining to or constituting Collateral.

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) shall extend to "Collateral" (as that term is herein defined) owned by each of the amalgamating companies and the amalgamated company at the time of amalgamation and to any "Collateral" thereafter owned or acquired by the amalgamated company, and

(ii) shall secure the "Indebtedness" (as that term is herein defined) of each of the amalgamating companies and the amalgamated company to RBC at the time of amalgamation and any "Indebtedness" of the amalgamated company to RBC thereafter arising. The Security Interest shall attach to "Collateral" owned by each company amalgamating with Debtor,

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and by the amalgamated company, at the time of the amalgamation, and shall attach to any "Collateral" thereafter owned or acquired by the amalgamated company when such becomes owned or is acquired.

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

(s) This Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the province in which the herein branch of RBC is located, as those laws may from time to time be in effect, except if such branch of RBC is located in Quebec then, this Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

15. COPY OF AGREEMENT

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

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

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

BUSINESS DEBTOR

NAME OF BUSINESS DEBTOR CITY WIDE ENTERTAINMENT GROUP INC.			
ADDRESS OF BUSINESS DEBTOR UNIT 180, 3001 BUCKINGHAM DRIVE	CITY SHERWOOD PARK	PROVINCE ALBERTA	POSTAL CODE T8H0X5

IN WITNESS WHEREOF Debtor has executed this Security Agreement this 15 day of April 2017

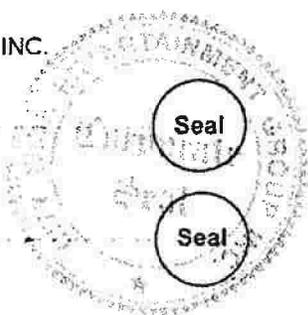
WITNESSES

WITNESSES


Ameen Tejani
Barrister and Solicitor

CITY WIDE ENTERTAINMENT GROUP INC.



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SCHEDULE "A"
(ENCUMBRANCES AFFECTING COLLATERAL)

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SCHEDULE "B"

1. Locations of Debtor's Business Operations

UNIT 180, 3001 BUCKINGHAM DRIVE,
SHERWOOD PARK
ALBERTA
CA
T8H0X5

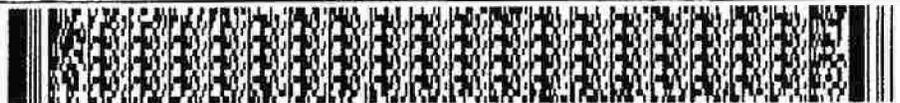
2. Locations of Records relating to Collateral

UNIT 180, 3001 BUCKINGHAM DRIVE,
SHERWOOD PARK
ALBERTA
CA
T8H0X5

3. Locations of Collateral

UNIT 180, 3001 BUCKINGHAM DRIVE,
SHERWOOD PARK
ALBERTA
CA
T8H0X5

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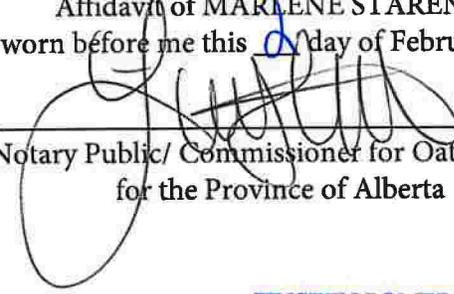
SCHEDULE "C"
(DESCRIPTION OF PROPERTY)

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This is Exhibit "Q" referred to in the
Affidavit of MARLENE STARENKY
Sworn before me this 04 day of February, 2021



Notary Public/ Commissioner for Oaths in and
for the Province of Alberta

TRISTEN POMERANCE
Barrister and Solicitor

GUARANTEE AND POSTPONEMENT OF CLAIM

TO: ROYAL BANK OF CANADA

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by **JUMP PARK TRAMPOLINE (WINNIPEG) LTD.** (hereinafter called the "Customer") to the Bank or remaining unpaid by the Customer to the Bank, heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the Customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the Customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "Liabilities"); the liability of the undersigned hereunder being limited to the sum of **\$1,290,000.00 One Million Two Hundred Ninety Thousand Dollars** together with interest thereon from the date of demand for payment at a rate equal to the Prime Interest Rate of the Bank plus **3.000** Three percent per annum as well after as before default and judgment.

AND THE UNDERSIGNED AND EACH OF THEM (IF MORE THAN ONE) HEREBY JOINTLY AND SEVERALLY AGREE(S) WITH THE BANK AS FOLLOWS:

- (1) The Bank may grant time, renewals, extensions, indulgences, releases and discharges to, take securities (which word as used herein includes securities taken by the Bank from the Customer and others, monies which the Customer has on deposit with the Bank, other assets of the Customer held by the Bank in safekeeping or otherwise, and other guarantees) from and give the same and any or all existing securities up to, abstain from taking securities from, or perfecting securities of, cease or refrain from giving credit or making loans or advances to, or change any term or condition applicable to the Liabilities, including without limitation, the rate of interest or maturity date, if any, or introduce new terms and conditions with regard to the Liabilities, or accept compositions from and otherwise deal with, the Customer and others and with all securities as the Bank may see fit, and may apply all moneys at any time received from the Customer or others or from securities upon such part of the Liabilities as the Bank deems best and change any such application in whole or in part from time to time as the Bank may see fit, the whole without in any way limiting or lessening the liability of the undersigned under this guarantee, and no loss of or in respect of any securities received by the Bank from the Customer or others, whether occasioned by the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.
- (2) This guarantee shall be a continuing guarantee and shall cover all the Liabilities, and it shall apply to and secure any ultimate balance due or remaining unpaid to the Bank.
- (3) The Bank shall not be bound to exhaust its recourse against the Customer or others or any securities it may at any time hold before being entitled to payment from the undersigned of the Liabilities. The undersigned renounce(s) to all benefits of discussion and division.
- (4) The undersigned or any of them may, by notice in writing delivered to the Manager of the branch or agency of the Bank receiving this instrument, with effect from and after the date that is 30 days following the date of receipt by the Bank of such notice, determine their or his/her liability under this guarantee in respect of Liabilities thereafter incurred or arising but not in respect of any Liabilities theretofore incurred or arising even though not then matured, provided, however, that notwithstanding receipt of any such notice the Bank may fulfil any requirements of the Customer based on agreements express or implied made prior to the receipt of such notice and any resulting Liabilities shall be covered by this guarantee; and provided further that in the event of the determination of this guarantee as to one or more of the undersigned it shall remain a continuing guarantee as to the other or others of the undersigned.
- (5) All indebtedness and liability, present and future, of the customer to the undersigned or any of them are hereby assigned to the Bank and postponed to the Liabilities, and all moneys received by the undersigned or any of them in respect thereof shall be received in trust for the Bank and forthwith upon receipt shall be paid over to the Bank, the

whole without in any way limiting or lessening the liability of the undersigned under the foregoing guarantee; and this assignment and postponement is independent of the said guarantee and shall remain in full effect notwithstanding that the liability of the undersigned or any of them under the said guarantee may be extinct. The term "Liabilities", as previously defined, for purposes of the postponement feature provided by this agreement, and this section in particular, includes any funds advanced or held at the disposal of the Customer under any line(s) of credit.

(6) This guarantee and agreement shall not be affected by the death or loss or diminution of capacity of the undersigned or any of them or by any change in the name of the Customer or in the membership of the Customer's firm through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, or by the acquisition of the Customer's business by a corporation, or by any change whatsoever in the objects, capital structure or constitution of the Customer, or by the Customer's business being amalgamated with a corporation, but shall notwithstanding the happening of any such event continue to apply to all the Liabilities whether theretofore or thereafter incurred or arising and in this instrument the word "Customer" shall include every such firm and corporation.

(7) This guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time or times of any sum or sums of money for the time being due or remaining unpaid to the Bank, and all dividends, compositions, proceeds of security valued and payments received by the Bank from the Customer or from others or from estates shall be regarded for all purposes as payments in gross without any right on the part of the undersigned to claim in reduction of the liability under this guarantee the benefit of any such dividends, compositions, proceeds or payments or any securities held by the Bank or proceeds thereof, and the undersigned shall have no right to be subrogated in any rights of the Bank until the Bank shall have received payment in full of the Liabilities.

(8) All monies, advances, renewals, credits and credit facilities in fact borrowed or obtained from the Bank shall be deemed to form part of the Liabilities, notwithstanding any lack or limitation of status or of power, incapacity or disability of the Customer or of the directors, partners or agents of the Customer, or that the Customer may not be a legal or suable entity, or any irregularity, defect or informality in the borrowing or obtaining of such monies, advances, renewals, credits or credit facilities, or any other reason, similar or not, the whole whether known to the Bank or not. Any sum which may not be recoverable from the undersigned on the footing of a guarantee, whether for the reasons set out in the previous sentence, or for any other reason, similar or not, shall be recoverable from the undersigned and each of them as sole or principal debtor in respect of that sum, and shall be paid to the Bank on demand with interest and accessories.

(9) This guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given, at any time held by the Bank, and any present or future obligation to the Bank incurred or arising otherwise than under a guarantee, of the undersigned or any of them or of any other obligant, whether bound with or apart from the Customer; excepting any guarantee surrendered for cancellation on delivery of this instrument or confirmed in writing by the Bank to be cancelled.

(10) The undersigned and each of them shall be bound by any account settled between the Bank and the Customer, and if no such account has been so settled immediately before demand for payment under this guarantee any account stated by the Bank shall be accepted by the undersigned and each of them as conclusive evidence of the amount which at the date of the account so stated is due by the Customer to the Bank or remains unpaid by the Customer to the Bank.

(11) This guarantee and agreement shall be operative and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank shall be conclusive evidence against the undersigned and each of them that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any conditions precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Bank each signatory thereof obtains from the Manager of the branch or agency of the Bank receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.

(12) No suit based on this guarantee shall be instituted until demand for payment has been made, and demand for payment shall be deemed to have been effectually made upon any guarantor if and when an envelope containing such demand, addressed to such guarantor at the address of such guarantor last known to the Bank, is posted, postage prepaid, in the post office, and in the event of the death of any guarantor demand for payment addressed to any of such guarantor's heirs, executors, administrators or legal representatives at the address of the addressee last known to the Bank and posted as aforesaid shall be deemed to have been effectually made upon all of them. Moreover, when demand for payment has been made, the undersigned shall also be liable to the Bank for all legal costs (on a solicitor and own client basis) incurred by or on behalf of the Bank resulting from any action instituted on the basis of this guarantee. All payments hereunder shall be made to the Bank at a branch or agency of the Bank.

(13) This instrument covers all agreements between the parties hereto relative to this guarantee and assignment and postponement, and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein.

(14) This guarantee and agreement shall extend to and enure to the benefit of the Bank and its successors and assigns, and every reference herein to the undersigned or to each of them or to any of them, is a reference to and shall be construed as including the undersigned and the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned or of each of them or of any of them, as the case may be, to and upon all of whom this guarantee and agreement shall extend and be binding.

(15) Prime Interest Rate is the annual rate of interest announced from time to time by Royal Bank of Canada as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada.

(16) This Guarantee and Postponement of Claim shall be governed by and construed in accordance with the laws of the Province of Alberta ("Jurisdiction"). The undersigned irrevocably submits to the courts of the Jurisdiction in any action or proceeding arising out of or relating to this Guarantee and Postponement of Claim, and irrevocably agrees that all such actions and proceedings may be heard and determined in such courts, and irrevocably waives, to the fullest extent possible, the defense of an inconvenient forum. The undersigned agrees that a judgment or order in any such action or proceeding may be enforced in other jurisdictions in any manner provided by law. Provided, however, that the Bank may serve legal process in any manner permitted by law or may bring an action or proceeding against the undersigned or the property or assets of the undersigned in the courts of any other jurisdiction.

(Applicable in all P.P.S.A. Provinces except Ontario.)

(17) The Undersigned hereby acknowledges receipt of a copy of this agreement.

(18) The Undersigned hereby waives Undersigned's right to receive a copy of any Financing Statement or Financing Change Statement registered by the Bank.

EXECUTED this 04 15 2017
(MONTH) (DAY) (YEAR)

IN THE PRESENCE OF

CITY WIDE ENTERTAINMENT GROUP INC.



Witness Signature :

Name:

Witness Signature :

Name:

Witness Signature :

Name:

Witness Signature :

Name:

Insert the full name and address of guarantor (Undersigned above).

Full name and address

(To be completed when the guarantee is stated to be governed by the laws of the Province of Alberta, the loan is repayable in Alberta, the guarantee is executed in Alberta, the Customer carries on business in Alberta, or the guarantor is resident or owns assets in Alberta.)

**THE GUARANTEES ACKNOWLEDGEMENT ACT (ALBERTA)
CERTIFICATE OF BARRISTER AND SOLICITOR**

(To be completed only where the guarantor is not a corporation)

I HEREBY CERTIFY THAT:

(1) _____, the guarantor in the guarantee dated _____ made between ROYAL BANK OF CANADA and _____, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;

(2) I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

CERTIFIED by _____, Barrister and Solicitor at the _____ of _____, in the Province of Alberta, this _____ day of _____, 20_____.

Signature

(Guarantor to sign in presence of Barrister and Solicitor)

STATEMENT OF GUARANTOR

I am the person named in the certificate _____

Signature of Guarantor

(To be completed when the guarantor is an individual and the guarantee is stated to be governed by the laws of Saskatchewan and the Customer is a farmer, farm corporation or farm partnership in Saskatchewan or engages in a farming operation or owns farm assets in Saskatchewan.)

**THE SASKATCHEWAN FARM SECURITY ACT ACKNOWLEDGEMENT OF GUARANTEE
(SECTION 31)
CERTIFICATE OF LAWYER OR NOTARY PUBLIC**

I HEREBY CERTIFY THAT:

(1) _____ of _____ in the Province of _____, the guarantor in the guarantee dated _____ made between ROYAL BANK OF CANADA and _____, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;

(2) I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

(3) I have not prepared any documents on behalf of the creditor, Royal Bank of Canada, relating to the transaction and I am not otherwise interested in the transaction;

(4) I acknowledge that the guarantor signed the following "Statement of Guarantor" in my presence.

Given at _____ this _____ under my hand and seal of office

(SEAL REQUIRED WHERE NOTARY PUBLIC SIGNS CERTIFICATE)

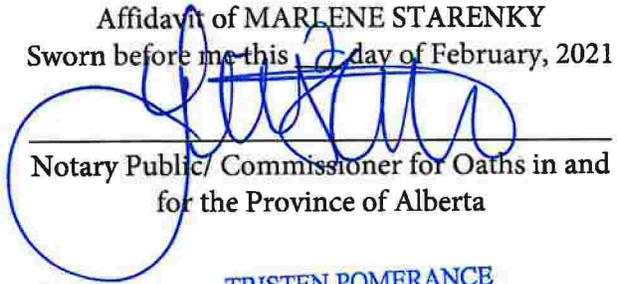
A LAWYER OR A NOTARY PUBLIC IN AND FOR

STATEMENT OF GUARANTOR

I am the person named in the certificate _____

Signature of Guarantor

This is Exhibit "R" referred to in the
Affidavit of MARLENE STARENKY
Sworn before me this 02 day of February, 2021



Notary Public/ Commissioner for Oaths in and
for the Province of Alberta

TRISTEN POMERANCE
Barrister and Solicitor



Royal Bank of Canada
Guarantee and Postponement of Claim

SRF: 573619491
Borrower: JUMP PARK TRAMPOLINE (WINNIPEG) LTD.

9034 51ST AVE
EDMONTON
ALBERTA
T6E 5X4
CA

TO: ROYAL BANK OF CANADA

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by **JUMP PARK TRAMPOLINE (WINNIPEG) LTD.** (hereinafter called the "Customer") to the Bank or remaining unpaid by the Customer to the Bank, heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the Customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the Customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "Liabilities"); the liability of the undersigned hereunder being limited to the sum of **\$1,290,000.00** together with interest thereon from the date of demand for payment at a rate equal to the **Bank's Prime Interest Rate plus 5.00 percent per annum** as well after as before default and judgment.

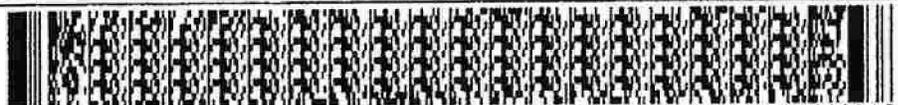
AND THE UNDERSIGNED AND EACH OF THEM (IF MORE THAN ONE) HEREBY JOINTLY AND SEVERALLY AGREE(S) WITH THE BANK AS FOLLOWS:

(1) The Bank may grant time, renewals, extensions, indulgences, releases and discharges to, take securities (which word as used herein includes securities taken by the Bank from the Customer and others, monies which the Customer has on deposit with the Bank, other assets of the Customer held by the Bank in safekeeping or otherwise, and other guarantees) from and give the same and any or all existing securities up to, abstain from taking securities from, or perfecting securities of, cease or refrain from giving credit or making loans or advances to, or change any term or condition applicable to the Liabilities, including without limitation, the rate of interest or maturity date, if any, or introduce new terms and conditions with regard to the Liabilities, or accept compositions from and otherwise deal with, the Customer and others and with all securities as the Bank may see fit, and may apply all moneys at any time received from the Customer or others or from securities upon such part of the Liabilities as the Bank deems best and change any such application in whole or in part from time to time as the Bank may see fit, the whole without in any way limiting or lessening the liability of the undersigned under this guarantee, and no loss of or in respect of any securities received by the Bank from the Customer or others, whether occasioned by the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.

(2) This guarantee shall be a continuing guarantee and shall cover all the Liabilities, and it shall apply to and secure any ultimate balance due or remaining unpaid to the Bank.

(3) The Bank shall not be bound to exhaust its recourse against the Customer or others or any securities it may at any time hold before being entitled to payment from the undersigned of the Liabilities. The undersigned renounce(s) to all benefits of discussion and division.

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(4) The undersigned or any of them may, by notice in writing delivered to the Manager of the branch or agency of the Bank receiving this instrument, with effect from and after the date that is 30 days following the date of receipt by the Bank of such notice, determine their or his/her liability under this guarantee in respect of Liabilities thereafter incurred or arising but not in respect of any Liabilities theretofore incurred or arising even though not then matured, provided, however, that notwithstanding receipt of any such notice the Bank may fulfil any requirements of the Customer based on agreements express or implied made prior to the receipt of such notice and any resulting Liabilities shall be covered by this guarantee; and provided further that in the event of the determination of this guarantee as to one or more of the undersigned it shall remain a continuing guarantee as to the other or others of the undersigned.

(5) All indebtedness and liability, present and future, of the customer to the undersigned or any of them are hereby assigned to the Bank and postponed to the Liabilities, and all moneys received by the undersigned or any of them in respect thereof shall be received in trust for the Bank and forthwith upon receipt shall be paid over to the Bank, the whole without in any way limiting or lessening the liability of the undersigned under the foregoing guarantee; and this assignment and postponement is independent of the said guarantee and shall remain in full effect notwithstanding that the liability of the undersigned or any of them under the said guarantee may be extinct. The term "Liabilities", as previously defined, for purposes of the postponement feature provided by this agreement, and this section in particular, includes any funds advanced or held at the disposal of the Customer under any line(s) of credit.

(6) This guarantee and agreement shall not be affected by the death or loss or diminution of capacity of the undersigned or any of them or by any change in the name of the Customer or in the membership of the Customer's firm through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, or by the acquisition of the Customer's business by a corporation, or by any change whatsoever in the objects, capital structure or constitution of the Customer, or by the Customer's business being amalgamated with a corporation, but shall notwithstanding the happening of any such event continue to apply to all the Liabilities whether theretofore or thereafter incurred or arising and in this instrument the word "Customer" shall include every such firm and corporation.

(7) This guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time or times of any sum or sums of money for the time being due or remaining unpaid to the Bank, and all dividends, compositions, proceeds of security valued and payments received by the Bank from the Customer or from others or from estates shall be regarded for all purposes as payments in gross without any right on the part of the undersigned to claim in reduction of the liability under this guarantee the benefit of any such dividends, compositions, proceeds or payments or any securities held by the Bank or proceeds thereof, and the undersigned shall have no right to be subrogated in any rights of the Bank until the Bank shall have received payment in full of the Liabilities.

(8) All monies, advances, renewals, credits and credit facilities in fact borrowed or obtained from the Bank shall be deemed to form part of the Liabilities, notwithstanding any lack or limitation of status or of power, incapacity or disability of the Customer or of the directors, partners or agents of the Customer, or that the Customer may not be a legal or suable entity, or any irregularity, defect or informality in the borrowing or obtaining of such monies, advances, renewals, credits or credit facilities, or any other reason, similar or not, the whole whether known to the Bank or not. Any sum which may not be recoverable from the undersigned on the footing of a guarantee, whether for the reasons set out in the previous sentence, or for any other reason, similar or not, shall be recoverable from the undersigned and each of them as sole or principal debtor in respect of that sum, and shall be paid to the Bank on demand with interest and accessories.

(9) This guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given, at any time held by the Bank, and any present or future obligation to the Bank incurred or arising otherwise than under a guarantee, of the undersigned or any of them or of any other obligant, whether bound with or apart from the Customer; excepting any guarantee surrendered for cancellation on delivery of this instrument or confirmed in writing by the Bank to be cancelled.

(10) The undersigned and each of them shall be bound by any account settled between the Bank and the Customer, and if no such account has been so settled immediately before demand for payment under this guarantee any account stated by the Bank shall be accepted by the undersigned and each of them as conclusive evidence of the amount which at the date of the account so stated is due by the Customer to the Bank or remains unpaid by the Customer to the Bank.

(11) This guarantee and agreement shall be operative and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank shall

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be conclusive evidence against the undersigned and each of them that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any conditions precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Bank each signatory thereof obtains from the Manager of the branch or agency of the Bank receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.

(12) No suit based on this guarantee shall be instituted until demand for payment has been made, and demand for payment shall be deemed to have been effectually made upon any guarantor if and when an envelope containing such demand, addressed to such guarantor at the address of such guarantor last known to the Bank, is posted, postage prepaid, in the post office, and in the event of the death of any guarantor demand for payment addressed to any of such guarantor's heirs, executors, administrators or legal representatives at the address of the addressee last known to the Bank and posted as aforesaid shall be deemed to have been effectually made upon all of them. Moreover, when demand for payment has been made, the undersigned shall also be liable to the Bank for all legal costs (on a solicitor and own client basis) incurred by or on behalf of the Bank resulting from any action instituted on the basis of this guarantee. All payments hereunder shall be made to the Bank at a branch or agency of the Bank.

(13) This instrument covers all agreements between the parties hereto relative to this guarantee and assignment and postponement, and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein.

(14) This guarantee and agreement shall extend to and enure to the benefit of the Bank and its successors and assigns, an every reference herein to the undersigned or to each of them or to any of them, is a reference to and shall be construed as including the undersigned and the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned or of each of them or of any of them, as the case may be, to and upon all of whom this guarantee and agreement shall extend and be binding.

(15) Prime Interest Rate is the annual rate of interest announced from time to time by Royal Bank of Canada as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada.

(16) This Guarantee and Postponement of Claim shall be governed by and construed in accordance with the laws of the province of MANITOBA ("Jurisdiction"). The undersigned irrevocably submits to the courts of the Jurisdiction in any action or proceeding arising out of or relating to this Guarantee and Postponement of Claim, and irrevocably agrees that all such actions and proceedings may be heard and determined in such courts, and irrevocably waives, to the fullest extent possible, the defense of an inconvenient forum. The undersigned agrees that a judgment or order in any such action or proceeding may be enforced in other jurisdictions in any manner provided by law. Provided, however, that the Bank may serve legal process in any manner permitted by law or may bring an action or proceeding against the undersigned or the property or assets of the undersigned in the courts of any other jurisdiction.

(17) The Undersigned hereby acknowledges receipt of a copy of this agreement.

(Applicable in all P P S A except Ontario) (18) The Undersigned hereby waives Undersigned's right to receive a copy of any Financing Statement or Financing Change Statement registered by the Bank.

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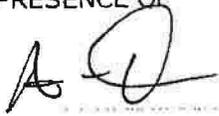


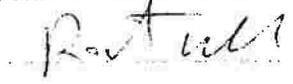
RBC573619491003004000812

EXECUTED this April 15, 2017
(MONTH) (DAY) (YEAR)

IN THE PRESENCE OF

JUMP PARK TRAMPOLINE LTD.



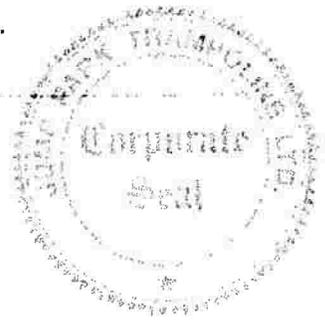


Witness Signature:
Ameen Tejani
Barrister and Solicitor

Name:


Witness Signature:
Ameen Tejani
Barrister and Solicitor





Insert the full name and address of Guarantor (Undersigned above).

Full name and address

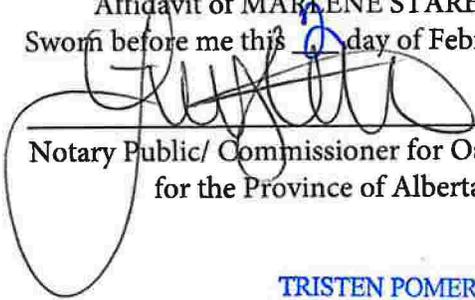
JUMP PARK TRAMPOLINE LTD.
UNIT 180, 3001 BUCKINGHAM DRIVE
SHERWOOD PARK
ALBERTA
T8H0X5
CA

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This is Exhibit "S" referred to in the
Affidavit of MARLENE STARENKY
Sworn before me this 4 day of February, 2021



Notary Public/ Commissioner for Oaths in and
for the Province of Alberta

TRISTEN POMERANCE
Barrister and Solicitor

GUARANTEE AND POSTPONEMENT OF CLAIM

TO: ROYAL BANK OF CANADA

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by **JUMP PARK TRAMPOLINE (WINNIPEG) LTD.** (hereinafter called the "Customer") to the Bank or remaining unpaid by the Customer to the Bank, heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the Customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the Customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "Liabilities"); the liability of the undersigned hereunder being limited to the sum of **\$1,290,000.00 One Million Two Hundred Ninety Thousand Dollars** together with interest thereon from the date of demand for payment at a rate equal to the **Prime Interest Rate of the Bank plus 3.000 Three percent per annum** as well after as before default and judgment.

AND THE UNDERSIGNED AND EACH OF THEM (IF MORE THAN ONE) HEREBY JOINTLY AND SEVERALLY AGREE(S) WITH THE BANK AS FOLLOWS:

(1) The Bank may grant time, renewals, extensions, indulgences, releases and discharges to, take securities (which word as used herein includes securities taken by the Bank from the Customer and others, monies which the Customer has on deposit with the Bank, other assets of the Customer held by the Bank in safekeeping or otherwise, and other guarantees) from and give the same and any or all existing securities up to, abstain from taking securities from, or perfecting securities of, cease or refrain from giving credit or making loans or advances to, or change any term or condition applicable to the Liabilities, including without limitation, the rate of interest or maturity date, if any, or introduce new terms and conditions with regard to the Liabilities, or accept compositions from and otherwise deal with, the Customer and others and with all securities as the Bank may see fit, and may apply all moneys at any time received from the Customer or others or from securities upon such part of the Liabilities as the Bank deems best and change any such application in whole or in part from time to time as the Bank may see fit, the whole without in any way limiting or lessening the liability of the undersigned under this guarantee, and no loss of or in respect of any securities received by the Bank from the Customer or others, whether occasioned by the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.

(2) This guarantee shall be a continuing guarantee and shall cover all the Liabilities, and it shall apply to and secure any ultimate balance due or remaining unpaid to the Bank.

(3) The Bank shall not be bound to exhaust its recourse against the Customer or others or any securities it may at any time hold before being entitled to payment from the undersigned of the Liabilities. The undersigned renounce(s) to all benefits of discussion and division.

(4) The undersigned or any of them may, by notice in writing delivered to the Manager of the branch or agency of the Bank receiving this instrument, with effect from and after the date that is 30 days following the date of receipt by the Bank of such notice, determine their or his/her liability under this guarantee in respect of Liabilities thereafter incurred or arising but not in respect of any Liabilities theretofore incurred or arising even though not then matured, provided, however, that notwithstanding receipt of any such notice the Bank may fulfil any requirements of the Customer based on agreements express or implied made prior to the receipt of such notice and any resulting Liabilities shall be covered by this guarantee; and provided further that in the event of the determination of this guarantee as to one or more of the undersigned it shall remain a continuing guarantee as to the other or others of the undersigned.

(5) All indebtedness and liability, present and future, of the customer to the undersigned or any of them are hereby assigned to the Bank and postponed to the Liabilities, and all moneys received by the undersigned or any of them in respect thereof shall be received in trust for the Bank and forthwith upon receipt shall be paid over to the Bank, the

whole without in any way limiting or lessening the liability of the undersigned under the foregoing guarantee; and this assignment and postponement is independent of the said guarantee and shall remain in full effect notwithstanding that the liability of the undersigned or any of them under the said guarantee may be extinct. The term "Liabilities", as previously defined, for purposes of the postponement feature provided by this agreement, and this section in particular, includes any funds advanced or held at the disposal of the Customer under any line(s) of credit.

(6) This guarantee and agreement shall not be affected by the death or loss or diminution of capacity of the undersigned or any of them or by any change in the name of the Customer or in the membership of the Customer's firm through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, or by the acquisition of the Customer's business by a corporation, or by any change whatsoever in the objects, capital structure or constitution of the Customer, or by the Customer's business being amalgamated with a corporation, but shall notwithstanding the happening of any such event continue to apply to all the Liabilities whether theretofore or thereafter incurred or arising and in this instrument the word "Customer" shall include every such firm and corporation.

(7) This guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time or times of any sum or sums of money for the time being due or remaining unpaid to the Bank, and all dividends, compositions, proceeds of security valued and payments received by the Bank from the Customer or from others or from estates shall be regarded for all purposes as payments in gross without any right on the part of the undersigned to claim in reduction of the liability under this guarantee the benefit of any such dividends, compositions, proceeds or payments or any securities held by the Bank or proceeds thereof, and the undersigned shall have no right to be subrogated in any rights of the Bank until the Bank shall have received payment in full of the Liabilities.

(8) All monies, advances, renewals, credits and credit facilities in fact borrowed or obtained from the Bank shall be deemed to form part of the Liabilities, notwithstanding any lack or limitation of status or of power, incapacity or disability of the Customer or of the directors, partners or agents of the Customer, or that the Customer may not be a legal or suable entity, or any irregularity, defect or informality in the borrowing or obtaining of such monies, advances, renewals, credits or credit facilities, or any other reason, similar or not, the whole whether known to the Bank or not. Any sum which may not be recoverable from the undersigned on the footing of a guarantee, whether for the reasons set out in the previous sentence, or for any other reason, similar or not, shall be recoverable from the undersigned and each of them as sole or principal debtor in respect of that sum, and shall be paid to the Bank on demand with interest and accessories.

(9) This guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given, at any time held by the Bank, and any present or future obligation to the Bank incurred or arising otherwise than under a guarantee, of the undersigned or any of them or of any other obligant, whether bound with or apart from the Customer; excepting any guarantee surrendered for cancellation on delivery of this instrument or confirmed in writing by the Bank to be cancelled.

(10) The undersigned and each of them shall be bound by any account settled between the Bank and the Customer, and if no such account has been so settled immediately before demand for payment under this guarantee any account stated by the Bank shall be accepted by the undersigned and each of them as conclusive evidence of the amount which at the date of the account so stated is due by the Customer to the Bank or remains unpaid by the Customer to the Bank.

(11) This guarantee and agreement shall be operative and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank shall be conclusive evidence against the undersigned and each of them that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any conditions precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Bank each signatory thereof obtains from the Manager of the branch or agency of the Bank receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.

(12) No suit based on this guarantee shall be instituted until demand for payment has been made, and demand for payment shall be deemed to have been effectually made upon any guarantor if and when an envelope containing such demand, addressed to such guarantor at the address of such guarantor last known to the Bank, is posted, postage prepaid, in the post office, and in the event of the death of any guarantor demand for payment addressed to any of such guarantor's heirs, executors, administrators or legal representatives at the address of the addressee last known to the Bank and posted as aforesaid shall be deemed to have been effectually made upon all of them. Moreover, when demand for payment has been made, the undersigned shall also be liable to the Bank for all legal costs (on a solicitor and own client basis) incurred by or on behalf of the Bank resulting from any action instituted on the basis of this guarantee. All payments hereunder shall be made to the Bank at a branch or agency of the Bank.

(13) This instrument covers all agreements between the parties hereto relative to this guarantee and assignment and postponement, and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein.

(14) This guarantee and agreement shall extend to and enure to the benefit of the Bank and its successors and assigns, and every reference herein to the undersigned or to each of them or to any of them, is a reference to and shall be construed as including the undersigned and the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned or of each of them or of any of them, as the case may be, to and upon all of whom this guarantee and agreement shall extend and be binding.

(15) Prime Interest Rate is the annual rate of interest announced from time to time by Royal Bank of Canada as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada.

(16) This Guarantee and Postponement of Claim shall be governed by and construed in accordance with the laws of the Province of Alberta ("Jurisdiction"). The undersigned irrevocably submits to the courts of the Jurisdiction in any action or proceeding arising out of or relating to this Guarantee and Postponement of Claim, and irrevocably agrees that all such actions and proceedings may be heard and determined in such courts, and irrevocably waives, to the fullest extent possible, the defense of an inconvenient forum. The undersigned agrees that a judgment or order in any such action or proceeding may be enforced in other jurisdictions in any manner provided by law. Provided, however, that the Bank may serve legal process in any manner permitted by law or may bring an action or proceeding against the undersigned or the property or assets of the undersigned in the courts of any other jurisdiction.

(Applicable in all P.P.S.A. Provinces except Ontario.)

(17) The Undersigned hereby acknowledges receipt of a copy of this agreement.

(18) The Undersigned hereby waives Undersigned's right to receive a copy of any Financing Statement or Financing Change Statement registered by the Bank.

EXECUTED this 04 15 17
(MONTH) (DAY) (YEAR)

IN THE PRESENCE OF

JUMP PARK TRAMPOLINE LTD.

Witness Signature : _____

Name: A-J

Witness Signature : _____

Name: Ameen Tejari

Witness Signature : _____

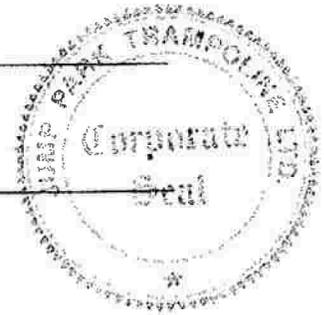
Name: Ameen Tejari

Witness Signature : _____

Name: _____

R. Tull

[Signature]



Insert the full name and address of guarantor (Undersigned above).

Full name and address

(To be completed when the guarantee is stated to be governed by the laws of the Province of Alberta, the loan is repayable in Alberta, the guarantee is executed in Alberta, the Customer carries on business in Alberta, or the guarantor is resident or owns assets in Alberta.)

(To be completed only where the guarantor is not a corporation)

**THE GUARANTEES ACKNOWLEDGEMENT ACT (ALBERTA)
CERTIFICATE OF BARRISTER AND SOLICITOR**

I HEREBY CERTIFY THAT:

(1) _____, the guarantor in the guarantee dated _____ made between ROYAL BANK OF CANADA and _____, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;

(2) I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

CERTIFIED by _____, Barrister and Solicitor at the _____ of _____, in the Province of Alberta, this _____ day of _____, 20_____.

Signature

(Guarantor to sign in presence of Barrister and Solicitor)

STATEMENT OF GUARANTOR

I am the person named in the certificate _____

Signature of Guarantor

(To be completed when the guarantor is an individual and the guarantee is stated to be governed by the laws of Saskatchewan and the Customer is a farmer, farm corporation or farm partnership in Saskatchewan or engages in a farming operation or owns farm assets in Saskatchewan.)

**THE SASKATCHEWAN FARM SECURITY ACT ACKNOWLEDGEMENT OF GUARANTEE
(SECTION 31)
CERTIFICATE OF LAWYER OR NOTARY PUBLIC**

I HEREBY CERTIFY THAT:

(1) _____ of _____ in the Province of _____, the guarantor in the guarantee dated _____ made between ROYAL BANK OF CANADA and _____, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;

(2) I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

(3) I have not prepared any documents on behalf of the creditor, Royal Bank of Canada, relating to the transaction and I am not otherwise interested in the transaction;

(4) I acknowledge that the guarantor signed the following "Statement of Guarantor" in my presence.

Given at _____ this _____ under my hand and seal of office

(SEAL REQUIRED WHERE NOTARY PUBLIC SIGNS CERTIFICATE)

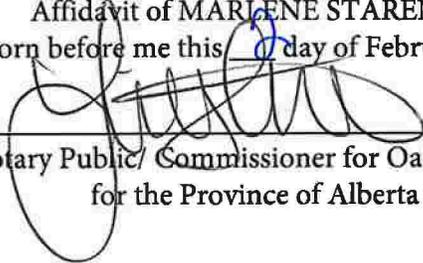
A LAWYER OR A NOTARY PUBLIC IN AND FOR

STATEMENT OF GUARANTOR

I am the person named in the certificate _____

Signature of Guarantor

This is Exhibit "T" referred to in the
Affidavit of MARLENE STARENKY
Sworn before me this 0 day of February, 2021



Notary Public/ Commissioner for Oaths in and
for the Province of Alberta

TRISTEN POMERANCE
Barrister and Solicitor



Royal Bank of Canada
Guarantee and Postponement of Claim

SRF: 573619491
Borrower: JUMP PARK TRAMPOLINE (WINNIPEG) LTD.

9034 51ST AVE
EDMONTON
ALBERTA
T6E 5X4
CA

TO: ROYAL BANK OF CANADA

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by **JUMP PARK TRAMPOLINE (WINNIPEG) LTD.** (hereinafter called the "Customer") to the Bank or remaining unpaid by the Customer to the Bank, heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the Customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the Customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "Liabilities"); the liability of the undersigned hereunder being limited to the sum of **\$1,290,000.00** together with interest thereon from the date of demand for payment at a rate equal to the **Bank's Prime Interest Rate plus 5.00 percent per annum** as well after as before default and judgment.

AND THE UNDERSIGNED AND EACH OF THEM (IF MORE THAN ONE) HEREBY JOINTLY AND SEVERALLY AGREE(S) WITH THE BANK AS FOLLOWS:

(1) The Bank may grant time, renewals, extensions, indulgences, releases and discharges to, take securities (which word as used herein includes securities taken by the Bank from the Customer and others, monies which the Customer has on deposit with the Bank, other assets of the Customer held by the Bank in safekeeping or otherwise, and other guarantees) from and give the same and any or all existing securities up to, abstain from taking securities from, or perfecting securities of, cease or refrain from giving credit or making loans or advances to, or change any term or condition applicable to the Liabilities, including without limitation, the rate of interest or maturity date, if any, or introduce new terms and conditions with regard to the Liabilities, or accept compositions from and otherwise deal with, the Customer and others and with all securities as the Bank may see fit, and may apply all moneys at any time received from the Customer or others or from securities upon such part of the Liabilities as the Bank deems best and change any such application in whole or in part from time to time as the Bank may see fit, the whole without in any way limiting or lessening the liability of the undersigned under this guarantee, and no loss of or in respect of any securities received by the Bank from the Customer or others, whether occasioned by the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.

(2) This guarantee shall be a continuing guarantee and shall cover all the Liabilities, and it shall apply to and secure any ultimate balance due or remaining unpaid to the Bank.

(3) The Bank shall not be bound to exhaust its recourse against the Customer or others or any securities it may at any time hold before being entitled to payment from the undersigned of the Liabilities. The undersigned renounce(s) to all benefits of discussion and division.

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(4) The undersigned or any of them may, by notice in writing delivered to the Manager of the branch or agency of the Bank receiving this instrument, with effect from and after the date that is 30 days following the date of receipt by the Bank of such notice, determine their or his/her liability under this guarantee in respect of Liabilities thereafter incurred or arising but not in respect of any Liabilities theretofore incurred or arising even though not then matured, provided, however, that notwithstanding receipt of any such notice the Bank may fulfil any requirements of the Customer based on agreements express or implied made prior to the receipt of such notice and any resulting Liabilities shall be covered by this guarantee; and provided further that in the event of the determination of this guarantee as to one or more of the undersigned it shall remain a continuing guarantee as to the other or others of the undersigned.

(5) All indebtedness and liability, present and future, of the customer to the undersigned or any of them are hereby assigned to the Bank and postponed to the Liabilities, and all moneys received by the undersigned or any of them in respect thereof shall be received in trust for the Bank and forthwith upon receipt shall be paid over to the Bank, the whole without in any way limiting or lessening the liability of the undersigned under the foregoing guarantee; and this assignment and postponement is independent of the said guarantee and shall remain in full effect notwithstanding that the liability of the undersigned or any of them under the said guarantee may be extinct. The term "Liabilities", as previously defined, for purposes of the postponement feature provided by this agreement, and this section in particular, includes any funds advanced or held at the disposal of the Customer under any line(s) of credit.

(6) This guarantee and agreement shall not be affected by the death or loss or diminution of capacity of the undersigned or any of them or by any change in the name of the Customer or in the membership of the Customer's firm through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, or by the acquisition of the Customer's business by a corporation, or by any change whatsoever in the objects, capital structure or constitution of the Customer, or by the Customer's business being amalgamated with a corporation, but shall notwithstanding the happening of any such event continue to apply to all the Liabilities whether theretofore or thereafter incurred or arising and in this instrument the word "Customer" shall include every such firm and corporation.

(7) This guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time or times of any sum or sums of money for the time being due or remaining unpaid to the Bank, and all dividends, compositions, proceeds of security valued and payments received by the Bank from the Customer or from others or from estates shall be regarded for all purposes as payments in gross without any right on the part of the undersigned to claim in reduction of the liability under this guarantee the benefit of any such dividends, compositions, proceeds or payments or any securities held by the Bank or proceeds thereof, and the undersigned shall have no right to be subrogated in any rights of the Bank until the Bank shall have received payment in full of the Liabilities.

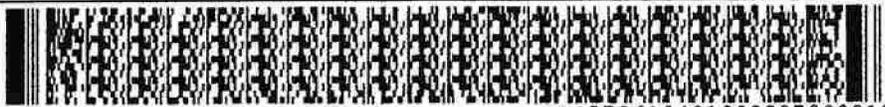
(8) All monies, advances, renewals, credits and credit facilities in fact borrowed or obtained from the Bank shall be deemed to form part of the Liabilities, notwithstanding any lack or limitation of status or of power, incapacity or disability of the Customer or of the directors, partners or agents of the Customer, or that the Customer may not be a legal or suable entity, or any irregularity, defect or informality in the borrowing or obtaining of such monies, advances, renewals, credits or credit facilities, or any other reason, similar or not, the whole whether known to the Bank or not. Any sum which may not be recoverable from the undersigned on the footing of a guarantee, whether for the reasons set out in the previous sentence, or for any other reason, similar or not, shall be recoverable from the undersigned and each of them as sole or principal debtor in respect of that sum, and shall be paid to the Bank on demand with interest and accessories.

(9) This guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given, at any time held by the Bank, and any present or future obligation to the Bank incurred or arising otherwise than under a guarantee, of the undersigned or any of them or of any other obligant, whether bound with or apart from the Customer; excepting any guarantee surrendered for cancellation on delivery of this instrument or confirmed in writing by the Bank to be cancelled.

(10) The undersigned and each of them shall be bound by any account settled between the Bank and the Customer, and if no such account has been so settled immediately before demand for payment under this guarantee any account stated by the Bank shall be accepted by the undersigned and each of them as conclusive evidence of the amount which at the date of the account so stated is due by the Customer to the Bank or remains unpaid by the Customer to the Bank.

(11) This guarantee and agreement shall be operative and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank shall

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be conclusive evidence against the undersigned and each of them that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any conditions precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Bank each signatory thereof obtains from the Manager of the branch or agency of the Bank receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.

(12) No suit based on this guarantee shall be instituted until demand for payment has been made, and demand for payment shall be deemed to have been effectually made upon any guarantor if and when an envelope containing such demand, addressed to such guarantor at the address of such guarantor last known to the Bank, is posted, postage prepaid, in the post office, and in the event of the death of any guarantor demand for payment addressed to any of such guarantor's heirs, executors, administrators or legal representatives at the address of the addressee last known to the Bank and posted as aforesaid shall be deemed to have been effectually made upon all of them. Moreover, when demand for payment has been made, the undersigned shall also be liable to the Bank for all legal costs (on a solicitor and own client basis) incurred by or on behalf of the Bank resulting from any action instituted on the basis of this guarantee. All payments hereunder shall be made to the Bank at a branch or agency of the Bank.

(13) This instrument covers all agreements between the parties hereto relative to this guarantee and assignment and postponement, and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein.

(14) This guarantee and agreement shall extend to and enure to the benefit of the Bank and its successors and assigns, an every reference herein to the undersigned or to each of them or to any of them, is a reference to and shall be construed as including the undersigned and the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned or of each of them or of any of them, as the case may be, to and upon all of whom this guarantee and agreement shall extend and be binding.

(15) Prime Interest Rate is the annual rate of interest announced from time to time by Royal Bank of Canada as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada.

(16) This Guarantee and Postponement of Claim shall be governed by and construed in accordance with the laws of the province of MANITOBA ("Jurisdiction"). The undersigned irrevocably submits to the courts of the Jurisdiction in any action or proceeding arising out of or relating to this Guarantee and Postponement of Claim, and irrevocably agrees that all such actions and proceedings may be heard and determined in such courts, and irrevocably waives, to the fullest extent possible, the defense of an inconvenient forum. The undersigned agrees that a judgment or order in any such action or proceeding may be enforced in other jurisdictions in any manner provided by law. Provided, however, that the Bank may serve legal process in any manner permitted by law or may bring an action or proceeding against the undersigned or the property or assets of the undersigned in the courts of any other jurisdiction.

(17) The Undersigned hereby acknowledges receipt of a copy of this agreement.

(18) The Undersigned hereby waives Undersigned's right to receive a copy of any Financing Statement or Financing Change Statement registered by the Bank.

(Applicable in all
P.P.S.A.
except Ontario)

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EXECUTED this April 18, 2017
(MONTH) (DAY) (YEAR)

IN THE PRESENCE OF

AJ
Witness Signature:
Ameen Tejani
Barrister and Solicitor
Name:

MBhatthal
MANPREET KAUR BHATTHAL

AJ
Witness Signature:
Ameen Tejani
Barrister and Solicitor
Name:

BS Athwal
BALJOT SINGH ATHWAL

AJ
Witness Signature:
Ameen Tejani
Barrister and Solicitor
Name:

RS Gill
RANJIT SINGH GILL

Insert the full name and address of Guarantor (Undersigned above).

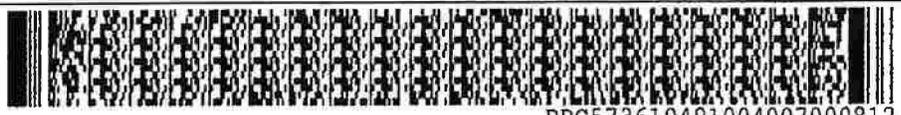
Full name and address

MANPREET KAUR BHATTHAL
719 KIRKNESS ROAD NW
EDMONTON
ALBERTA
T5Y2Y8
CA

BALJOT SINGH ATHWAL
3668-30ST NW
EDMONTON
ALBERTA
T6T1K3
CA

RANJIT SINGH GILL
6015 165 AVE NW
EDMONTON
ALBERTA
T5Y0A9
CA

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(To be completed when the guarantee is stated to be governed by the laws of the Province of Alberta, the loan is repayable in Alberta, the guarantee is executed in Alberta, the Customer carries on business in Alberta, or the guarantor is resident or owns assets in Alberta.)

To be completed only when the guarantor is not a corporation)

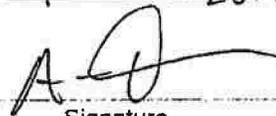
THE GUARANTEES ACKNOWLEDGEMENT ACT, (ALBERTA) CERTIFICATE OF BARRISTER AND SOLICITOR

I HEREBY CERTIFY THAT:

(1) MANPREET KAUR BHATTHAL, the guarantor in the guarantee dated April 15, 2017 made between ROYAL BANK OF CANADA and MANPREET KAUR BHATTHAL, BALJOT SINGH ATHWAL and RANJIT SINGH GILL, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;

(2) I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

CERTIFIED by Ameen Tejani, Barrister and Solicitor at the City of Edmonton, in the Province of Alberta, this 15 day of April, 2017.



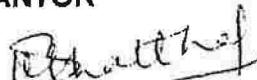
Signature

Ameen Tejani
Barrister and Solicitor

STATEMENT OF GUARANTOR

(Guarantor to sign in presence of Barrister and Solicitor)

I am the person named in the certificate



Signature of Guarantor

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(To be completed when the guarantee is stated to be governed by the laws of the Province of Alberta, the loan is repayable in Alberta, the guarantee is executed in Alberta, the Customer carries on business in Alberta, or the guarantor is resident or owns assets in Alberta.)

To be completed only when the guarantor is not a corporation)

THE GUARANTEES ACKNOWLEDGEMENT ACT, (ALBERTA) CERTIFICATE OF BARRISTER AND SOLICITOR

I HEREBY CERTIFY THAT:

(1) BALJOT SINGH ATHWAL, the guarantor in the guarantee dated April 15, 2014 made between ROYAL BANK OF CANADA and MANPREET KAUR BHATTHAL, BALJOT SINGH ATHWAL and RANJIT SINGH GILL, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;

(2) I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

Ameen Tejani
Barrister and Solicitor

CERTIFIED by _____, Barrister and Solicitor at the City of _____
Edmonton, in the Province of Alberta, this 15 day of April, 2014.



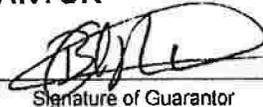
Signature

Ameen Tejani
Barrister and Solicitor

(Guarantor to sign in presence of Barrister and Solicitor)

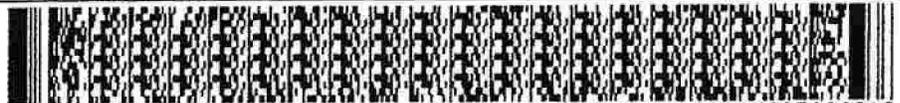
STATEMENT OF GUARANTOR

I am the person named in the certificate



Signature of Guarantor

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(To be completed when the guarantee is stated to be governed by the laws of the Province of Alberta, the loan is repayable in Alberta, the guarantee is executed in Alberta, the Customer carries on business in Alberta, or the guarantor is resident or owns assets in Alberta.)

To be completed only when the guarantor is not a corporation)

THE GUARANTEES ACKNOWLEDGEMENT ACT, (ALBERTA) CERTIFICATE OF BARRISTER AND SOLICITOR

I HEREBY CERTIFY THAT:

(1) RANJIT SINGH GILL, the guarantor in the guarantee dated April 15, 2017 made between ROYAL BANK OF CANADA and MANPREET KAUR BHATTHAL, BALJOT SINGH ATHWAL and RANJIT SINGH GILL, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;

(2) I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

CERTIFIED by Ameen Tejani, Barrister and Solicitor at the City of Edmonton, in the Province of Alberta, this 15 day of April, 2017.

[Handwritten Signature]
Signature

Ameen Tejani
Barrister and Solicitor

STATEMENT OF GUARANTOR

(Guarantor to sign in presence of Barrister and Solicitor)

I am the person named in the certificate

[Handwritten Signature]
Signature of Guarantor

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GUARANTEE AND POSTPONEMENT OF CLAIM

TO: ROYAL BANK OF CANADA

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by JUMP PARK TRAMPOLINE (WINNIPEG) LTD. (hereinafter called the "Customer") to the Bank or remaining unpaid by the Customer to the Bank, heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the Customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the Customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "Liabilities"); the liability of the undersigned hereunder being limited to the sum of \$87,500.00 Eighty-Seven Thousand Five Hundred Dollars together with interest thereon from the date of demand for payment at a rate equal to the Prime Interest Rate of the Bank plus 3.000 Three percent per annum as well after as before default and judgment.

AND THE UNDERSIGNED AND EACH OF THEM (IF MORE THAN ONE) HEREBY JOINTLY AND SEVERALLY AGREE(S) WITH THE BANK AS FOLLOWS:

(1) The Bank may grant time, renewals, extensions, indulgences, releases and discharges to, take securities (which word as used herein includes securities taken by the Bank from the Customer and others, monies which the Customer has on deposit with the Bank, other assets of the Customer held by the Bank in safekeeping or otherwise, and other guarantees) from and give the same and any or all existing securities up to, abstain from taking securities from, or perfecting securities of, cease or refrain from giving credit or making loans or advances to, or change any term or condition applicable to the Liabilities, including without limitation, the rate of interest or maturity date, if any, or introduce new terms and conditions with regard to the Liabilities, or accept compositions from and otherwise deal with, the Customer and others and with all securities as the Bank may see fit, and may apply all moneys at any time received from the Customer or others or from securities upon such part of the Liabilities as the Bank deems best and change any such application in whole or in part from time to time as the Bank may see fit, the whole without in any way limiting or lessening the liability of the undersigned under this guarantee, and no loss of or in respect of any securities received by the Bank from the Customer or others, whether occasioned by the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.

(2) This guarantee shall be a continuing guarantee and shall cover all the Liabilities, and it shall apply to and secure any ultimate balance due or remaining unpaid to the Bank.

(3) The Bank shall not be bound to exhaust its recourse against the Customer or others or any securities it may at any time hold before being entitled to payment from the undersigned of the Liabilities. The undersigned renounce(s) to all benefits of discussion and division.

(4) The undersigned or any of them may, by notice in writing delivered to the Manager of the branch or agency of the Bank receiving this instrument, with effect from and after the date that is 30 days following the date of receipt by the Bank of such notice, determine their or his/her liability under this guarantee in respect of Liabilities thereafter incurred or arising but not in respect of any Liabilities theretofore incurred or arising even though not then matured, provided, however, that notwithstanding receipt of any such notice the Bank may fulfil any requirements of the Customer based on agreements express or implied made prior to the receipt of such notice and any resulting Liabilities shall be covered by this guarantee; and provided further that in the event of the determination of this guarantee as to one or more of the undersigned it shall remain a continuing guarantee as to the other or others of the undersigned.

(5) All indebtedness and liability, present and future, of the customer to the undersigned or any of them are hereby assigned to the Bank and postponed to the Liabilities, and all moneys received by the undersigned or any of them in respect thereof shall be received in trust for the Bank and forthwith upon receipt shall be paid over to the Bank, the

whole without in any way limiting or lessening the liability of the undersigned under the foregoing guarantee; and this assignment and postponement is independent of the said guarantee and shall remain in full effect notwithstanding that the liability of the undersigned or any of them under the said guarantee may be extinct. The term "Liabilities", as previously defined, for purposes of the postponement feature provided by this agreement, and this section in particular, includes any funds advanced or held at the disposal of the Customer under any line(s) of credit.

(6) This guarantee and agreement shall not be affected by the death or loss or diminution of capacity of the undersigned or any of them or by any change in the name of the Customer or in the membership of the Customer's firm through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, or by the acquisition of the Customer's business by a corporation, or by any change whatsoever in the objects, capital structure or constitution of the Customer, or by the Customer's business being amalgamated with a corporation, but shall notwithstanding the happening of any such event continue to apply to all the Liabilities whether theretofore or thereafter incurred or arising and in this instrument the word "Customer" shall include every such firm and corporation.

(7) This guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time or times of any sum or sums of money for the time being due or remaining unpaid to the Bank, and all dividends, compositions, proceeds of security valued and payments received by the Bank from the Customer or from others or from estates shall be regarded for all purposes as payments in gross without any right on the part of the undersigned to claim in reduction of the liability under this guarantee the benefit of any such dividends, compositions, proceeds or payments or any securities held by the Bank or proceeds thereof, and the undersigned shall have no right to be subrogated in any rights of the Bank until the Bank shall have received payment in full of the Liabilities.

(8) All monies, advances, renewals, credits and credit facilities in fact borrowed or obtained from the Bank shall be deemed to form part of the Liabilities, notwithstanding any lack or limitation of status or of power, incapacity or disability of the Customer or of the directors, partners or agents of the Customer, or that the Customer may not be a legal or suable entity, or any irregularity, defect or informality in the borrowing or obtaining of such monies, advances, renewals, credits or credit facilities, or any other reason, similar or not, the whole whether known to the Bank or not. Any sum which may not be recoverable from the undersigned on the footing of a guarantee, whether for the reasons set out in the previous sentence, or for any other reason, similar or not, shall be recoverable from the undersigned and each of them as sole or principal debtor in respect of that sum, and shall be paid to the Bank on demand with interest and accessories.

(9) This guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given, at any time held by the Bank, and any present or future obligation to the Bank incurred or arising otherwise than under a guarantee, of the undersigned or any of them or of any other obligant, whether bound with or apart from the Customer; excepting any guarantee surrendered for cancellation on delivery of this instrument or confirmed in writing by the Bank to be cancelled.

(10) The undersigned and each of them shall be bound by any account settled between the Bank and the Customer, and if no such account has been so settled immediately before demand for payment under this guarantee any account stated by the Bank shall be accepted by the undersigned and each of them as conclusive evidence of the amount which at the date of the account so stated is due by the Customer to the Bank or remains unpaid by the Customer to the Bank.

(11) This guarantee and agreement shall be operative and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank shall be conclusive evidence against the undersigned and each of them that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any conditions precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Bank each signatory thereof obtains from the Manager of the branch or agency of the Bank receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.

(12) No suit based on this guarantee shall be instituted until demand for payment has been made, and demand for payment shall be deemed to have been effectually made upon any guarantor if and when an envelope containing such demand, addressed to such guarantor at the address of such guarantor last known to the Bank, is posted, postage prepaid, in the post office, and in the event of the death of any guarantor demand for payment addressed to any of such guarantor's heirs, executors, administrators or legal representatives at the address of the addressee last known to the Bank and posted as aforesaid shall be deemed to have been effectually made upon all of them. Moreover, when demand for payment has been made, the undersigned shall also be liable to the Bank for all legal costs (on a solicitor and own client basis) incurred by or on behalf of the Bank resulting from any action instituted on the basis of this guarantee. All payments hereunder shall be made to the Bank at a branch or agency of the Bank.

(13) This instrument covers all agreements between the parties hereto relative to this guarantee and assignment and postponement, and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein.

(14) This guarantee and agreement shall extend to and enure to the benefit of the Bank and its successors and assigns, and every reference herein to the undersigned or to each of them or to any of them, is a reference to and shall be construed as including the undersigned and the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned or of each of them or of any of them, as the case may be, to and upon all of whom this guarantee and agreement shall extend and be binding.

(15) Prime Interest Rate is the annual rate of interest announced from time to time by Royal Bank of Canada as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada.

(16) This Guarantee and Postponement of Claim shall be governed by and construed in accordance with the laws of the Province of Alberta ("Jurisdiction"). The undersigned irrevocably submits to the courts of the Jurisdiction in any action or proceeding arising out of or relating to this Guarantee and Postponement of Claim, and irrevocably agrees that all such actions and proceedings may be heard and determined in such courts, and irrevocably waives, to the fullest extent possible, the defense of an inconvenient forum. The undersigned agrees that a judgment or order in any such action or proceeding may be enforced in other jurisdictions in any manner provided by law. Provided, however, that the Bank may serve legal process in any manner permitted by law or may bring an action or proceeding against the undersigned or the property or assets of the undersigned in the courts of any other jurisdiction.

(Applicable in all P.P.S.A. Provinces except Ontario.)

(17) The Undersigned hereby acknowledges receipt of a copy of this agreement.

(18) The Undersigned hereby waives Undersigned's right to receive a copy of any Financing Statement or Financing Change Statement registered by the Bank.

EXECUTED this April 15, 2017
(MONTH) (DAY) (YEAR)

IN THE PRESENCE OF

[Signature]
Witness Signature:
Ameen Tejani
Barrister and Solicitor

[Signature]
MANPREET BHATTHAL

[Signature]
Witness Signature:
Ameen Tejani
Barrister and Solicitor

[Signature]
BALJOY ATHWAL

[Signature]
Witness Signature:
Ameen Tejani
Barrister and Solicitor

[Signature]
RANJIT SINGH GILL

[Signature]
Witness Signature:
Ameen Tejani
Barrister and Solicitor

[Signature]
Witness Signature:
Ameen Tejani
Barrister and Solicitor

[Signature]
Witness Signature:

Name:

Insert the full name and address of guarantor (Undersigned above).

Full name and address

(To be completed when the guarantee is stated to be governed by the laws of the Province of Alberta, the loan is repayable in Alberta, the guarantee is executed in Alberta, the Customer carries on business in Alberta, or the guarantor is resident or owns assets in Alberta.)

(To be completed only where the guarantor is not a corporation)

**THE GUARANTEES ACKNOWLEDGEMENT ACT (ALBERTA)
CERTIFICATE OF BARRISTER AND SOLICITOR**

I HEREBY CERTIFY THAT:

(1) MANPREET BHATTHAL, the guarantor in the guarantee dated _____ made between ROYAL BANK OF CANADA and MANPREET BHATTHAL, BALJOT ATHWAL and RANJIT SINGH GILL, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;

(2) I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

CERTIFIED by Ameen Tejani, Barrister and Solicitor at the City of Edmonton, in the Province of Alberta, this 15 day of April, 2017

Signature

Ameen Tejani
Barrister and Solicitor

(Guarantor to sign in presence of Barrister and Solicitor)

STATEMENT OF GUARANTOR

I am the person named in the certificate

Signature of Guarantor

(To be completed when the guarantor is an individual and the guarantee is stated to be governed by the laws of Saskatchewan and the Customer is a farmer, farm corporation or farm partnership in Saskatchewan or engages in a farming operation or owns farm assets in Saskatchewan.)

**THE SASKATCHEWAN FARM SECURITY ACT ACKNOWLEDGEMENT OF GUARANTEE
(SECTION 31)
CERTIFICATE OF LAWYER OR NOTARY PUBLIC**

I HEREBY CERTIFY THAT:

(1) _____ of _____ in the Province of _____, the guarantor in the guarantee dated _____ made between ROYAL BANK OF CANADA and _____, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;

(2) I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

(3) I have not prepared any documents on behalf of the creditor, Royal Bank of Canada, relating to the transaction and I am not otherwise interested in the transaction;

(4) I acknowledge that the guarantor signed the following "Statement of Guarantor" in my presence.

Given at _____ this _____ under my hand and seal of office

(SEAL REQUIRED WHERE NOTARY PUBLIC SIGNS CERTIFICATE)

A LAWYER OR A NOTARY PUBLIC IN AND FOR

STATEMENT OF GUARANTOR

I am the person named in the certificate

Signature of Guarantor

(To be completed when the guarantee is stated to be governed by the laws of the Province of Alberta, the loan is repayable in Alberta, the guarantee is executed in Alberta, the Customer carries on business in Alberta, or the guarantor is resident or owns assets in Alberta.)

(To be completed only where the guarantor is not a corporation)

**THE GUARANTEES ACKNOWLEDGEMENT ACT (ALBERTA)
CERTIFICATE OF BARRISTER AND SOLICITOR**

I HEREBY CERTIFY THAT:

(1) **RANJIT SINGH GILL**, the guarantor in the guarantee dated _____ made between **ROYAL BANK OF CANADA** and **MANPREET BHATTHAL, BALJOT ATHWAL and RANJIT SINGH GILL**, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;

(2) I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

CERTIFIED by Ameen Tejani, Barrister and Solicitor at the City of Edmonton, in the Province of Alberta, this 15 day of April, 2017.

A-J
Signature
Ameen Tejani
Barrister and Solicitor

(Guarantor to sign in presence of Barrister and Solicitor)

STATEMENT OF GUARANTOR

I am the person named in the certificate

[Signature]
Signature of Guarantor

(To be completed when the guarantor is an individual and the guarantee is stated to be governed by the laws of Saskatchewan and the Customer is a farmer, farm corporation or farm partnership in Saskatchewan or engages in a farming operation or owns farm assets in Saskatchewan.)

**THE SASKATCHEWAN FARM SECURITY ACT ACKNOWLEDGEMENT OF GUARANTEE
(SECTION 31)**

CERTIFICATE OF LAWYER OR NOTARY PUBLIC

I HEREBY CERTIFY THAT:

(1) _____ of _____ in the Province of _____, the guarantor in the guarantee dated _____ made between **ROYAL BANK OF CANADA** and _____, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;

(2) I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

(3) I have not prepared any documents on behalf of the creditor, Royal Bank of Canada, relating to the transaction and I am not otherwise interested in the transaction;

(4) I acknowledge that the guarantor signed the following "Statement of Guarantor" in my presence.

Given at _____ this _____ under my hand and seal of office

(SEAL REQUIRED WHERE NOTARY PUBLIC SIGNS CERTIFICATE)

A LAWYER OR A NOTARY PUBLIC IN AND FOR

STATEMENT OF GUARANTOR

I am the person named in the certificate _____

Signature of Guarantor

(To be completed when the guarantee is stated to be governed by the laws of the Province of Alberta, the loan is repayable in Alberta, the guarantee is executed in Alberta, the Customer carries on business in Alberta, or the guarantor is resident or owns assets in Alberta.)

(To be completed only where the guarantor is not a corporation)

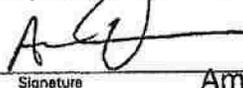
**THE GUARANTEES ACKNOWLEDGEMENT ACT (ALBERTA)
CERTIFICATE OF BARRISTER AND SOLICITOR**

I HEREBY CERTIFY THAT:

(1) **BALJOT ATHWAL**, the guarantor in the guarantee dated _____ made between **ROYAL BANK OF CANADA** and **MANPREET BHATTHAL, BALJOT ATHWAL and RANJIT SINGH GILL**, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;

(2) I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

CERTIFIED by Ameen Tejani, Barrister and Solicitor at the City of Edmonton, in the Province of Alberta, this 15 day of April, 2017.



Signature

Ameen Tejani
Barrister and Solicitor

STATEMENT OF GUARANTOR

I am the person named in the certificate



Signature of Guarantor

(Guarantor to sign in presence of Barrister and Solicitor)

(To be completed when the guarantor is an individual and the guarantee is stated to be governed by the laws of Saskatchewan and the Customer is a farmer, farm corporation or farm partnership in Saskatchewan or engages in a farming operation or owns farm assets in Saskatchewan.)

**THE SASKATCHEWAN FARM SECURITY ACT ACKNOWLEDGEMENT OF GUARANTEE
(SECTION 31)**

CERTIFICATE OF LAWYER OR NOTARY PUBLIC

I HEREBY CERTIFY THAT:

(1) _____ of _____ in the Province of _____, the guarantor in the guarantee dated _____ made between **ROYAL BANK OF CANADA** and _____, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;

(2) I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

(3) I have not prepared any documents on behalf of the creditor, Royal Bank of Canada, relating to the transaction and I am not otherwise interested in the transaction;

(4) I acknowledge that the guarantor signed the following "Statement of Guarantor" in my presence.

Given at _____ this _____ under my hand and seal of office

(SEAL REQUIRED WHERE NOTARY PUBLIC SIGNS CERTIFICATE)

A LAWYER OR A NOTARY PUBLIC IN AND FOR

STATEMENT OF GUARANTOR

I am the person named in the certificate _____

Signature of Guarantor

* Registered trademark of Royal Bank of Canada. RBC Royal Bank is a registered trademark of Royal Bank of Canada.

ROYAL BANK OF CANADA LOAN AGREEMENT - CSBFL

DATE: April 07, 2017

BORROWER: JUMP PARK TRAMPOLINE (WINNIPEG) LTD.

SRF: 573619491

ADDRESS

3668 30 ST
EDMONTON, AB
T6T 1K3

Royal Bank of Canada (the "Bank") hereby confirms to the undersigned (the "Borrower") the following credit facilities (each a "Credit Facility" and, collectively, the "Credit Facilities"), issued pursuant to the requirements of the *Canada Small Business Financing Act*, subject to the terms and conditions set forth below and in the standard terms provided herewith (collectively the "Agreement"). This Agreement is separate and in addition to any other agreements which may exist between the Borrower and the Bank. The Credit Facilities are made available at the sole discretion of the Bank and the Bank may cancel or restrict availability of any unutilized portion of these facilities at any time and from time to time, without notice.

CREDIT FACILITIES

Facility #1 Variable rate term facility in the amount of \$350,000.00 Repayable by consecutive monthly blended payments of \$5,833.00, including interest, based on a 60 month amortization (Payment amount subject to annual adjustments to ensure amortization). First payment is due 30 days after first drawdown. This loan has a 60 month term and all outstanding principal and interest is payable in full at the end of the term. Interest rate: RBP+3.00% per annum.

SECURITY

Security for the Borrowings and all other obligations of the Borrower to the bank (collectively, the "Security"), shall include:

- General Security Agreement on Bank's form 924 signed by the Borrower constituting a first ranking security interest in all personal property of the Borrower ;
- Guarantee and postponement of claim on the Bank's form 812 in the amount of \$87,500.00 signed by MANPREET BHATTHAL, BALJOT ATHWAL and RANJIT SINGH GILL jointly and severally;
- Guarantee and postponement of claim on the Bank's form 812 in the amount of \$1,290,000.00 signed by CITY WIDE ENTERTAINMENT GROUP INC. supported by General Security Agreement on the Bank's form 924 constituting a first ranking security interest in all personal property of the CITY WIDE ENTERTAINMENT GROUP INC. ;
- Guarantee and postponement of claim on the Bank's form 812 in the amount of \$1,290,000.00 signed by JUMP PARK TRAMPOLINE LTD. supported by General Security Agreement on the Bank's form 924 constituting a first ranking security interest in all personal property of the JUMP PARK TRAMPOLINE LTD. ;
- Security agreement (chattel mortgage) on the Bank's form 927 signed by the Borrower constituting a First ranking and specific security interest in Equipment and Leaseholds;
- Environmental Risk Assessment ;

OTHER INFORMATION/REQUIREMENTS

The obligation of the Bank to make available any Borrowing is conditional upon the receipt of:

- Invoices for Equipment and Leasehold Improvements are to be satisfactorily vetted by the Account Manager and Canadian Small Business finance loan (CSBFL) Department (if required) prior to advancing funds 90% Lower Term Value(LTV) ;
- Invoices for Equipment and Leasehold Improvements are to be satisfactorily vetted by the lease underwriting ;
- Satisfactory visit and inspection of the Borrower's premises, properties and assets, including any equipment financed, by the Bank or its representatives ;
- Copy of lease confirming a term equal to the amortization of the CSBFL including schedule-A ;
- Confirmation of GST number ;

FEES

ROYAL BANK OF CANADA LOAN AGREEMENT – CSBFL

Page 1 of 7

Security Document Preparation Fee: \$175.00

REPORTING REQUIREMENTS

The Borrower will provide to the Bank:

- Annual review engagement financial statement for BORROWER not later than 90 days of the end of every fiscal year;
- Annual personal statement of affairs for MANPREET BHATTHAL, BALJOT ATHWAL and RANJIT SINGH GILL within 90 days of the end of every fiscal year;
- Annual notice to reader financial statement for CITY WIDE ENTERTAINMENT GROUP INC. not later than 90 days of the end of every fiscal year;
- Annual notice to reader financial statement for JUMP PARK TRAMPOLINE LTD. not later than 90 days of the end of every fiscal year;
- Such other financial and operating statements and reports as and when the Bank may reasonably require.

EVENTS OF DEFAULT

Each Event of Default shall entitle the Bank, in its sole discretion, to cancel any Credit Facility, demand immediate repayment in full of any amounts outstanding under any Credit Facility, together with outstanding accrued interest and any other indebtedness under or with respect to any Credit Facility, and to realize on all or any portion of any Security. The term Event of Default has the meaning set out in the standard terms provided herewith.

BUSINESS LOAN INSURANCE PLAN

The Borrower hereby acknowledges that the Bank has offered it group creditor insurance coverage on the Borrowings under the Business Loan Insurance Plan and the Borrower hereby acknowledges that it is the Borrower's responsibility to apply for any new or increased insurance amount for the Borrowings that may be eligible.

If the Borrower decides to apply for insurance on the Borrowings, the application will be made via the Bank's Business Loan Insurance Plan application (form 3460 ENG or 53460 FRE). If the Borrower has existing uninsured Borrowings and decides not to apply for Business Loan Insurance Plan coverage on any new Borrowings, it hereby acknowledges that the Bank may accept the Borrower's signature below as the Borrower's waiver of the Bank's offer to apply for Business Loan Insurance Plan coverage on all such Borrowings, and that all such Borrowings are not insured under the Policy as at the date of acceptance of this Agreement.

If the Borrower has Business Loan Insurance Plan coverage on previously approved Borrowings, such coverage will be applied automatically to all new Borrowings eligible for Business Loan Insurance Plan coverage that share the same loan account number, up to the approved amount of Business Loan Insurance Plan coverage. This Agreement cannot be used to waive coverage on new Borrowings eligible for Business Loan Insurance Plan coverage if Business Loan Insurance Plan coverage is in effect on the Borrower's existing Borrowings. If the Borrower does not want Business Loan Insurance Plan coverage to apply to any new Borrowings, a different loan account number will need to be set up and all uninsured loans attached to it.

If the Borrower has existing Borrowings to which Business Loan Insurance Plan coverage applies, and any new Borrowings would exceed the approved amount of Business Loan Insurance Plan coverage already in place, the Borrower must apply for additional Business Loan Insurance Plan coverage (if eligible) in order for Business Loan Insurance Plan coverage to apply to any new Borrowings. If the Borrower decides not to apply for additional Business Loan Insurance Plan coverage in respect of any new Borrowings (if eligible), the Borrower hereby acknowledges that the Bank may accept the Borrower's signature below as the Borrower's waiver of the Bank's offer to apply for additional Business Loan Insurance Plan coverage on such new Borrowings and that such new Borrowings are not insured under the Policy as at the date the Borrower executes this Agreement.

If there are any discrepancies between the insurance information in this Agreement and the Business Loan Insurance Plan documents regarding the Borrowings, the Business Loan Insurance Plan documents govern.

Business Loan Insurance Plan premiums (plus applicable taxes), will be taken as a separate payment, directly from the bank account associated with the loan, at the same frequency and schedule as your regular loan payments, where applicable. As premiums are based on the outstanding loan balance and the insured person's age at the time the

premiums are due, the cost of Business Loan Insurance Plan coverage may increase during the term of the loan. The premium calculation is set out in the Business Loan Insurance Plan terms and conditions provided to the Borrower at the time the application for Business Loan Insurance Plan coverage was completed. Refer to the terms and conditions (form 3460 ENG or 53460 FRE) for further explanation and disclosure.

COUNTERPART EXECUTION

This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which, taken together, constitute one and the same instrument.

ACCEPTANCE

This Agreement is open for acceptance until **May 08, 2017** after which date it will be null and void, unless extended in writing by the Bank.

ROYAL BANK OF CANADA

Per: *[Signature]*
Name: **ATIF MUNAWAR**
Title: Account Manager

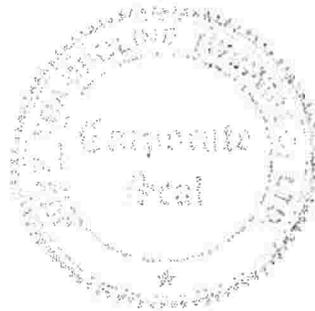
CONFIRMATION & ACCEPTANCE

The Borrower i) confirms that it has received a copy of this Agreement and ii) accepts and agrees to be bound by the terms and conditions of this Agreement including all terms and conditions set forth above and the standard terms provided herewith.

Confirmed, accepted and agreed this 15 day of April, 2017.

JUMP PARK TRAMPOLINE (WINNIPEG) LTD.

Per: *[Signature]*
Name: Manoj Bhattal
Title: Owner



Per: *[Signature]*
Name: Ranjit Athwal
Title: Owner

Per: *[Signature]*
Name: Ranjit Singh Gill
Title: Owner

ROYAL BANK OF CANADA LOAN AGREEMENT – CSBFL - STANDARD TERMS

The following set of standard terms is included in and forms an integral part of the Royal Bank of Canada Loan Agreement - CSBFL which refers to these Standard Terms, receipt of which has been duly acknowledged by the Borrower. Terms defined elsewhere in this Agreement and not otherwise defined below have the meaning given to such terms as so defined. The Borrower agrees with the Bank as follows:

CONDITIONS PRECEDENT

In no event will the Credit Facilities or any part thereof be available unless the Bank has received:

- a) a duly executed copy of this Agreement;
- b) the Security provided for herein, in form and substance, and executed and registered to the satisfaction of the Bank;
- c) such financial and other information or documents relating to the Borrower or any Guarantor if applicable as the Bank may reasonably require; and
- d) such other authorizations, approvals, opinions and documentation as the Bank may reasonably require.

AVAILABILITY

The Borrower may borrow up to the amount of each Credit Facility provided that the Credit Facilities are made available at the sole discretion of the Bank and the Bank may cancel or restrict availability of any unutilized portion of the Credit Facilities at any time and from time to time without notice.

REPAYMENT

- a) Amounts outstanding under the Credit Facilities, together with interest, shall become due in the manner and at the rates and times specified in or pursuant to this Agreement and shall be paid in the currency of the Borrowing. Amounts due on a day other than a Business Day shall be deemed to be due on the Business Day next following such day.
- b) Unless the Bank otherwise agrees, any payment hereunder must be made in money which is legal tender at the time of payment.
- c) Where any Borrowings are repayable by scheduled blended payments of principal and interest, such payments shall be applied, firstly, to interest due, and the balance, if any, shall be applied to principal outstanding with any balance of such Borrowings being due and payable as and when specified in this Agreement. If any such payment is insufficient to pay all interest then due, the unpaid balance of such interest will be added to such Borrowing, will bear interest at the same rate, and will be payable on demand or on the date specified herein, as the case may be.
- d) Borrowings repayable by way of scheduled payments of principal plus interest shall be so repaid with any balance of such Borrowings being due and payable as and when specified in this Agreement.
- e) Should the Bank demand immediate repayment in full of any amounts outstanding under any term facility due to an Event of Default, the Borrower shall immediately repay all principal sums outstanding under such facility and all other obligations in connection with any such term facility.
- f) Any amount that is not paid when due hereunder shall bear interest until paid at the same rate as the interest rate applicable to the principal amount of the Credit Facilities as specified in this Agreement. Such interest on overdue amounts shall be computed daily, compounded monthly and shall be payable both before and after any or all of default, maturity, demand and judgement.

PREPAYMENT

Where Borrowings under any term facility are by way of RBP based loans, the Borrower may prepay such Borrowings in whole or in part at any time without fee or premium. Where Borrowings under any term facility are at a fixed interest rate, provided an Event of Default shall not have occurred and be continuing, the Borrower may prepay such Borrowings on a non-cumulative basis up to the percentage indicated in this Agreement of the outstanding principal balance on the day of prepayment, without fee or premium, once per year during the 12 month period from each anniversary date of the Borrowing. Prepayments greater than the amounts provided for herein may be made only with the prior written consent of the Bank and will be subject to a prepayment fee determined by the Bank, in its sole discretion. The prepayment of any Borrowings under a term facility will be made in the reverse order of maturity.

RENEWAL

Provided that nothing contained in this paragraph shall confer any right of renewal or extension upon the Borrower. The Borrower and the Bank agree that, at the Bank's option, the Bank may provide a renewal letter to the Borrower setting out the terms upon which the Bank is prepared to extend the term loan facility ("Renewal Letter"). In the event that the Bank provides a Renewal Letter to the Borrower and the term loan facility is not repaid on or before the maturity date, then at the Bank's option the term loan facility shall be automatically renewed on the terms set out in the Renewal Letter and the terms of this agreement shall be amended accordingly.

EVIDENCE OF INDEBTEDNESS

The Bank shall maintain accounts and records (the "Accounts") evidencing the Borrowings made available to the Borrower by the Bank under this Agreement. The Bank shall record the principal amount of such Borrowings, the payment of principal and interest on account of the Borrowings, and all other amounts becoming due to the Bank under this Agreement. The Accounts constitute, in the absence of manifest error, conclusive evidence of the indebtedness of the Borrower to the Bank pursuant to this Agreement. The Borrower authorizes and directs the Bank to automatically debit, by mechanical, electronic or manual means, any bank account of the Borrower for all amounts payable under this Agreement, including, but not limited to, the repayment of principal and the payment of interest, fees and all charges for the keeping of such bank accounts.

CALCULATION AND PAYMENT OF INTEREST AND FEES

- a) The Borrower shall pay interest on each fixed and/or variable rate term facility in arrears at the applicable rate on such date as agreed upon between the Bank and the Borrower. Such interest will be calculated monthly and will accrue daily on the basis of the actual number of days elapsed and a year of 365 days.
- b) Amounts payable by the Borrower hereunder shall be paid at such place as the Bank may advise from time to time. Amounts due on a day other than a Business Day shall be deemed to be due on the Business Day next following such day. Interest and fees payable under this Agreement are payable both before and after any or all of default, maturity, demand and judgement.
- c) The Borrower shall not be obligated to pay any interest, fees or costs under or in connection with this Agreement in excess of what is permitted by Applicable Law.
- d) The annual rates of interest or fees to which the rates calculated in accordance with this Agreement are equivalent, are the rates so calculated multiplied by the actual number of days in the calendar year in which such calculation is made and divided by 365.

EXPENSES, ETC.

The Borrower agrees to pay the Bank all fees, as stipulated in this Agreement. The Borrower also agrees to pay all fees (including legal fees), costs and expenses incurred by the Bank in connection with preparation, negotiation and documentation of this Agreement and any Security and the operation, enforcement or termination of this Agreement and the Security. The Borrower shall indemnify and hold the Bank harmless against any loss, cost or expense incurred by the Bank if any facility under the Credit Facilities is repaid or prepaid other than on its maturity date. The determination by the Bank of such loss, cost or expense shall be conclusive and binding for all purposes and shall include, without limitation, any loss incurred by the Bank in liquidating or redeploying deposits acquired to make or maintain any facility.

GENERAL COVENANTS

Without affecting or limiting the right of the Bank to terminate or demand payment of, or cancel or restrict availability of any unutilized portion of, any Credit Facility, the Borrower covenants and agrees with the Bank that the Borrower:

- a) will pay all sums of money when due under the terms of this Agreement;
- b) will immediately advise the Bank of any event which constitutes or which, with notice, lapse of time or both, would constitute an Event of Default;
- c) will file all material tax returns which are or will be required to be filed by it, pay or make provision for payment of all material taxes (including interest and penalties) and Potential Prior-Ranking Claims, which are or will become due and payable and provide adequate reserves for the payment of any tax, the payment of which is being contested;
- d) will give the Bank 30 days prior notice in writing of any intended change in its ownership structure or composition and will not make or facilitate any such changes without the prior written consent of the Bank;
- e) will comply with all Applicable Laws, including, without limitation, all Environmental Laws;
- f) will immediately advise the Bank of any action requests or violation notices received concerning the Borrower;
- g) will deliver to the Bank such financial and other information as the Bank may reasonably request from time to time, including, but not limited to, the reports and other information set out under this Agreement;
- h) will immediately advise the Bank of any unfavourable change in its financial position which may adversely affect its ability to pay or perform its obligations in accordance with the terms of this Agreement;
- i) will not, without the prior written consent of the Bank, grant, create, assume or suffer to exist any mortgage, charge, lien, pledge, security interest or other encumbrance affecting any of its properties, assets or other rights;
- j) will not, without the prior written consent of the Bank, sell, transfer, convey, lease or otherwise dispose of any of its properties or assets other than in the ordinary course of business and on commercially reasonable terms;
- k) will not, without the prior written consent of the Bank, guarantee or otherwise provide for, on a direct, indirect or contingent basis, the payment of any monies or performance of any obligations by any other Person, except as may be provided for herein;
- l) if a corporation or partnership will not, without the prior written consent of the Bank, merge, amalgamate, or otherwise enter into any other form of business combination with any other Person;
- m) will keep its assets fully insured against such perils and in such manner as would be customarily insured by Persons carrying on a similar business or owning similar assets and, in addition, for any buildings located in areas prone to flood and/or earthquake, will insure and keep fully insured such buildings against such perils;
- n) will permit the Bank or its representatives, from time to time, i) to visit and inspect the Borrower's premises, properties and assets and examine and obtain copies of the Borrower's records or other information, ii) to collect information from any entity regarding any Potential Prior-Ranking Claims and discuss the Borrower's affairs with the auditors, counsel and other professional advisers of the Borrower. The Borrower hereby authorizes and directs any such third party to provide to the Bank or its representatives all such information, records or documentation requested by the Bank; and
- o) will not use the proceeds of any Credit Facility for the benefit or on behalf of any Person other than the Borrower.

REVIEW

The Bank may conduct annual or periodic reviews of the affairs of the Borrower, as determined by the Bank and timely advised to the Borrower, for the purpose of determining the financial performance of the Borrower, and the Borrower shall make available to the Bank such information as the Bank may reasonably require and shall do all things reasonably necessary to facilitate such review by the Bank.

GENERAL INDEMNITY

The Borrower hereby agrees to indemnify and hold the Bank and its directors, officers, employees and agents harmless from and against any and all claims, suits, actions, demands, debts, damages, costs, losses, obligations, judgements, charges, expenses and liabilities of any nature which are suffered, incurred or sustained by, imposed on or asserted against any such Person as a result of, in connection with or arising out of i) any Event of Default or breach of any term or condition of this Agreement or any Security or any other agreement delivered to the Bank by the Borrower or any Guarantor if applicable or any Event of Default, ii) the Bank acting upon instructions given or agreements made by electronic transmission of any type, iii) the presence of Contaminants at, on or under or the discharge or likely discharge of Contaminants from, any properties now or previously used by the Borrower and iv) the breach of or non compliance with any Applicable Law by the Borrower.

AMENDMENTS AND WAIVERS

No amendment or waiver of any provision of this Agreement will be effective unless it is in writing, signed by the Borrower and the Bank. No failure or delay, on the part of the Bank, in exercising any right or power hereunder or under any Security or any other agreement delivered to the Bank shall operate as a waiver thereof.

SUCCESSORS AND ASSIGNS

This Agreement shall extend to and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. The Borrower shall not be entitled to assign or transfer any rights or obligations hereunder, without the consent in writing of the Bank.

GAAP

Unless otherwise provided, all accounting terms used in this Agreement shall be interpreted in accordance with Canadian Generally Accepted Accounting Principles in effect from time to time, applied on a consistent basis from period to period. Any change in accounting principles or the application of accounting principles, including, without limitation, the use of differential reporting (or any changes to the selection of differential reporting options) is only permitted with the prior written consent of the Bank.

SEVERABILITY

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement and such invalid provision shall be deemed to be severable.

DEFAULT BY LAPSE OF TIME

The mere lapse of time fixed for performing an obligation shall have the effect of putting the Borrower in default thereof.

SET-OFF

The Bank is authorized (but not obligated), at any time and without notice, to apply any credit balance (whether or not then due) in any account in the name of the Borrower, or to which the Borrower is beneficially entitled (in any currency) at any branch or agency of the Bank in or towards satisfaction of the indebtedness of the Borrower due to the Bank under the Credit Facilities and the other obligations of the Borrower under this Agreement. For that purpose, the Bank is irrevocably authorized to use all or any part of any such credit balance to buy such other currencies as may be necessary to effect such application.

CONSENT OF DISCLOSURE

ROYAL BANK OF CANADA LOAN AGREEMENT – CSBFL

The Borrower hereby grants permission to any Person having information in such Person's possession relating to any Potential Prior-Ranking Claim, to release such information to the Bank (upon its written request), solely for the purpose of assisting the Bank to evaluate the financial condition of the Borrower.

JOINT AND SEVERAL/SOLIDARY

Where more than one Person is liable as Borrower, for any obligation under this Agreement, then the liability of each such Person for such obligation is joint and several (in Quebec, solidary) with each other such Person.

EVENTS OF DEFAULT

Without affecting or limiting the right of the Bank to terminate or demand payment of, or to cancel or restrict availability of any unutilized portion of, any Credit Facility, each of the following shall constitute an "Event of Default" which shall entitle the Bank, in its sole discretion, to cancel any Credit Facility, demand immediate repayment in full of any amounts outstanding under any Credit Facility, together with outstanding accrued interest and any other indebtedness under or with respect to any Credit Facility, and to realize on all or any portion of any Security:

- a) failure of the Borrower to pay any principal, interest or other amount when due pursuant to this Agreement;
- b) failure of the Borrower or any Guarantor if applicable to observe any covenant, term or condition or provision contained in this Agreement, the Security or any other agreement delivered to the Bank or in any documentation relating hereto or thereto;
- c) the Borrower, or any Guarantor if applicable, is unable to pay its debts as such debts become due, or is, or is adjudged or declared to be, or admits to being, bankrupt or insolvent;
- d) if any proceeding is taken to effect a compromise or arrangement with the creditors of the Borrower, or any Guarantor if applicable, or to have the Borrower, or any Guarantor if applicable, declared bankrupt or wound up, or to have a receiver appointed for any part of the assets or operations of the Borrower, or any Guarantor if applicable, or if any encumbrancer takes possession of any part thereof;
- e) if in the opinion of the Bank there is a material adverse change in the financial condition, ownership structure or composition or operation of the Borrower, or any Guarantor if applicable;
- f) if any representation or warranty made by the Borrower in any document relating hereto or under any Security shall be false in any material respect; or
- g) if the Borrower, or any Guarantor if applicable, defaults in the payment of any other indebtedness, whether owing to the Bank or to any other Person, or defaults in the performance or observance of any agreement in respect of such indebtedness where, as a result of such default, the maturity of such indebtedness is or may be accelerated.

LANGUAGE

The parties hereto have expressly requested that this Agreement and all related documents, including notices, be drawn up in the English language. Les parties ont expressément demandé que la présente convention et tous les documents y afférents, y compris les avis, soient rédigés en langue anglaise.

WHOLE AGREEMENT

This Agreement and any documents or instruments referred to in, or delivered pursuant to, or in connection with, this Agreement constitute the whole and entire agreement between the Borrower and the Bank with respect to the Credit Facilities.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province in which the branch of the Bank, which is the Borrower's branch of account, is located, and the laws of Canada applicable therein, as the same may from time to time be in effect. The Borrower irrevocably submits to the non-exclusive jurisdiction of the courts of such Province and acknowledges the competence of such courts and irrevocably agrees to be bound by a judgment of any such court.

NOTICES

Any notice or demand to be given by the Bank shall be given in writing by way of a letter addressed to the Borrower. If the letter is sent by telecopier, it shall be deemed received on the date of transmission, provided such transmission is sent prior to 5:00 p.m. on a day on which the Borrower's business is open for normal business, and otherwise on the next such day. If the letter is sent by ordinary mail to the address of the Borrower, it shall be deemed received on the date falling five (5) days following the date of the letter, unless the letter is hand-delivered to the Borrower, in which case the letter shall be deemed to be received on the date of delivery. The Borrower must advise the Bank at once about any changes in the Borrower's address.

ELECTRONIC MAIL AND FAX TRANSMISSION

The Bank is entitled to rely on any agreement, document or instrument provided to the Bank by the Borrower or any Guarantor as applicable by way of electronic mail or fax transmission as though it were an original signed document. The Bank is further entitled to assume that any communication from the Borrower received by electronic mail or fax transmission is a reliable communication from the Borrower.

GENERAL

Unless otherwise provided, all dollar amounts are in Canadian currency.

STATEMENT OF BORROWER

The Borrower:

- (a) declares that it meets the eligibility criteria for a loan pursuant to the terms of the Canada Small Business Financing Act ("CSBFA");
- (b) undertakes to use the proceeds of the Credit Facilities for the purposes specified in the loan application and for no other purpose;
- (c) certifies that all of the information provided to the Bank in the loan application is true and correct in every respect; and
- (d) authorizes the Bank to furnish any person appointed by or on behalf of the Government of Canada, in connection with the administration of the Canada Small Business Financing Program, with all information that the Bank has in respect of the Credit Facilities, the loan application, the Borrower and any Guarantor.

DEFINITIONS

For the purpose of this Agreement, the following terms and phrases shall have the following meanings:

"Applicable Laws" means, with respect to any Person, property, transaction or event, all present or future applicable laws, statutes, regulations, rules, orders, codes, treaties, conventions, judgements, awards, determinations and decrees of any governmental, regulatory, fiscal or monetary body or court of competent jurisdiction in any applicable jurisdiction;

"Borrowing" means each use of a Credit Facility and all such usages outstanding at any time are "Borrowings";

"Business Loan Insurance Plan" means the optional group creditor insurance coverage, underwritten by Sun Life Assurance Company of Canada,

and offered in connection with eligible loan products offered by the Bank;

"Business Day" means a day, excluding Saturday, Sunday and any other day which shall be a legal holiday in Canada or any Province thereof, or a day on which banking institutions are closed throughout Canada;

"Contaminant" includes, without limitation, any pollutant, dangerous substance, liquid waste, industrial waste, hazardous material, hazardous substance or contaminant including any of the foregoing as defined in any Environmental Law;

"Environmental Activity" means any activity, event or circumstance in respect of a Contaminant, including, without limitation, its storage, use, holding, collection, purchase, accumulation, assessment, generation, manufacture, construction, processing, treatment, stabilization, disposition, handling or transportation, or its Release into the natural environment, including movement through or in the air, soil, surface water or groundwater;

"Environmental Laws" means all Applicable Laws relating to the environment or occupational health and safety, or any Environmental Activity;

"Guarantor" means any Person who has guaranteed the obligations of the Borrower under this Agreement;

"Person" includes an individual, a partnership, a joint venture, a trust, an unincorporated organization, a company, a corporation, an association, a government or any department or agency thereof including Canada Revenue Agency, and any other incorporated or unincorporated entity;

"Policy" means the Business Loan Insurance Plan policy 5100, issued by Sun Life Assurance Company of Canada to the Bank.

"Potential Prior-Ranking Claims" means all amounts owing or required to be paid, where the failure to pay any such amount could give rise to a claim pursuant to any law, statute, regulation or otherwise, which ranks or is capable of ranking in priority to the Security or otherwise in priority to any claim by the Bank for repayment of any amounts owing under this Agreement;

"RBP" and **"Royal Bank Prime"** each means the annual rate of interest announced by the Bank from time to time as being a reference rate then in effect for determining interest rates on commercial loans made in Canadian currency in Canada;

"Release" includes discharge, spray, inject, inoculate, abandon, deposit, spill, leak, seep, pour, emit, empty, throw, dump, place and exhaust, and when used as a noun has a similar meaning



ROYAL BANK - Business Service Centre
 Canada Small Business Financing Loans (CSBFL)
 36 York Mills Road, 4th Floor, Toronto, ON M2P 0A4
 Fax: 416-955-6937 or 1-877-358-1421
 Email: tocsbfl@rbc.com

CSBFL INCOMING INVOICE CONTROL SHEET

DATE:

Business Name: JUMP PARK TRAMPOLINE (WINNIPEG) LTD.

Business Client Card #: 573619491

Contact Name and Telephone #:

RBC Associate Name:

Invoice Name	Total Amount of Invoice	Paid with RBC Visa / debit card / cheque #		Paid by Other bank - proof payment attached	Pay to Vendor
		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
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		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>

Kindly complete an additional Invoice Control Sheet if claiming for more than 10 items

"This fax may be privileged and/or confidential, and the sender does not waive any related rights and obligations. Any distribution, use or copying of this fax or the information it contains by other than an intended recipient is unauthorized. If you received this fax in error, please advise the sender (by return fax or otherwise) immediately. You have consented to receive the attached electronically; please retain a copy of this confirmation for future reference.

Cette transmission est confidentielle et protégée. L'expéditeur ne renonce pas aux droits et obligations qui s'y rapportent. Toute diffusion, utilisation ou copie de ce message ou des renseignements qu'il contient par une personne autre que le (les) destinataire(s) désigné(s) est interdite. Si vous recevez cette transmission par erreur, veuillez en aviser l'expéditeur immédiatement, par retour de transmission ou par un autre moyen. Vous avez accepté de recevoir le document ci-joint par voie électronique ; veuillez conserver une copie de cette confirmation à titre de référence."



Date: 13/04/2017

JUMP PARK TRAMPOLINE (WINNIPEG) LTD. - 573619491

Subject: JUMP PARK TRAMPOLINE (WINNIPEG) LTD. – Canada Small Business Financing Loan (CSBFL)

Thank you for choosing RBC Royal Bank®.

Here are some important facts to remember regarding your Canada Small Business Financing Loan ("CSBFL"):

- You must have a valid GST/HST number (this is the number you have registered with Revenue Canada and is not the same as your business number)
- If exempt from GST, a letter is required from Revenue Canada in order for the GST amount to be included as part of the funding.
- The government fee is to be debited with the first advance of your CSBFL. If the fee is not included in the CSBFL proceeds, the Borrower is responsible to have the funds available in the account at the time of the first disbursement.
- The Borrower is subject to registration and search fees to register the security and obtain searches.
- If you need to pay a supplier, a formal request must be made to pay the supplier on your behalf. The borrower is responsible to have the appropriate funds in their account to cover the taxes and the percentage not being financed under the CSBFL.
- The following are the applicable fees:
 - Registration Fee: 2% of the principal loan amount is payable to the CSBFA Administration upon registration.
 - Annual Administration Fee: The annual administration fee for a CSBF Loan is 1.25%. This fee is embedded in the borrowers' interest rate.
 - Government Fee

Invoices:

- Loan advances are subject to invoice review to ensure they are in compliance with government guidelines
- The Invoice Control Sheet must be duly completed with every submission accompanied by a valid proof of payment.
- If you are paying contractors by way of progress draws, an invoice from your contractor is required. This should detail the amount of work completed to-date supported by a copy of the contract. The deposit (prior to work being done) is eligible only at the end of project.
- Invoices must be in the Borrowers' name and must be legible.
- Invoices or proof of payment must be dated no more than 180 days prior to loan approval date.
- All invoices must include the vendor's GST/HST number(s).
- An appraisal is mandatory with all non-arm's length transactions. The following are examples of non-arm's length transactions; related persons, in the case of individuals, are those related by blood, marriage or adoption. In the case of corporations, a corporation, its parent, subsidiary, and sister company, are all related persons. Individuals can also be related to a corporation if they have any ownership interest in the corporation, the parent, subsidiary or sister corporation.
- Invoices can be paid directly to the vendor by the Bank. In such cases, all requests for payment of invoices to the vendor must be accompanied by a Letter of Authorization/Invoice Direction Payment signed by the Borrower.
- When financing equipment, the presence of the subject equipment must be confirmed, on site, prior to advancing funds
- Invoices to vendors must be paid in full. If a partial payment has been made to the vendor by the borrower, the Bank must have proof of this payment.

Ineligible:

- Improvements to a family dwelling for non commercial purposes



- Improvements to real property or immovable's, where the vendor as the owner of that real property or immovable is selling those improvements.
- The purchase of shares in a corporation
- Permits & licenses used in the operation of eligible assets
- Franchise fees
- Feasibility studies
- Professional fees (e.g., legal, accounting and appraisal)
- Survey costs
- Building permits
- Vehicles for personal use
- Supplies (e.g., paper, staplers, pens, uniforms, erasers, menus, photocopies)
- Intangibles (e.g., research/development costs, prepaid expenses, goodwill, training)
- Payment by exchange or barter.
- Labour costs of the Borrower, its employees, shareholders and directors of a corporate borrower.
- Cleaning supplies
- Cash Transactions without an affidavit signed by the vendor.

Proof of Payment:

- It is recommended that all payments be made from a Royal Bank of Canada business account so the Bank has the ability to obtain the copies of the cheques.
- For cheques or drafts drawn from other Financial Institutions, the Borrower is responsible for obtaining copies of negotiated /cancelled cheque (please note we must have both the front and back of the negotiated /cancelled cheque in order to ensure that the item has been cashed by the vendor).
- Eligible invoices paid in full by the Borrower, within 180 days from the date the loan was approved, will be reimbursed provided that the Bank has proper proof of payment of the negotiated /cancelled cheque (i.e. copy (front/back)).
- Payment by way of credit card and debit transactions are acceptable provided the invoice clearly shows payment made by either credit card or through debit. Alternatively, you can provide the Bank with a copy of your credit card statement to support the payment of the invoice.
- Any payment over \$500 made in cash will require an affidavit signed by the vendor indicating all details of the transaction (amount, date, purpose, etc...).

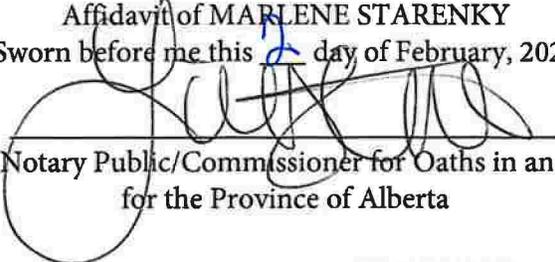
Please note that I will be facilitating your Canada Small Business Financing Loan (CSBFL) and upon receipt of all the required documents, I will contact you to assist and help you meet the guidelines/criteria as outlined by Industry Canada.

If you have any questions/concerns please do not hesitate to contact me.

Sincerely,

Toronto Business Service Centre
Royal Bank of Canada
Telephone:
Fax: (416) 955 6937 or 1-877-358-1421
Email:

This is Exhibit "U" referred to in the
Affidavit of MARLENE STARENKY
Sworn before me this 4 day of February, 2021


Notary Public/Commissioner for Oaths in and
for the Province of Alberta

TRISTEN POMERANCE
Barrister and Solicitor

Dana M. Nowak
Direct Line: (780) 969-3506
E-mail: DNowak@mltaikins.com

August 28, 2019

Ameena Quazi
Legal Assistant
Direct Line: (780) 969-5091
E-mail: AQuazi@mltaikins.com

Via Registered Mail

Fun Park Amusement Centre Ltd.
3668 – 30 Street NW
Edmonton, AB T6T 1K3

Dear Sir/Madam:

Re: Loan Agreement dated August 11, 2016 between Royal Bank of Canada ("RBC") and Fun Park Amusement Centre Ltd. ("Fun Park") (the "Loan Agreement"), and Master Lease Agreement dated August 30, 2016 between RBC and Fun Park (the, "Lease Agreement" and together with the Loan Agreement, the "Financing Agreements")

File No.: 001480-00208

We are counsel for RBC.

Be advised that Fun Park is in default of its covenants under the Financing Agreements. Details of such defaults are well known to you, but for the purposes of the record, Fun Park is in default of its financial covenants and has failed to pay all amounts owing on the date required for payment, as required pursuant to the terms of the Financing Agreements (the "**Defaults**").

This letter serves as written notice to you of the Defaults pursuant to the terms of the Financing Agreements.

As of August 20, 2019, Fun park is indebted to RBC in the amount of:

1. \$90,164.01 with respect to the credit facilities provided to Fun Park by RBC pursuant to the terms of the Loan Agreement; and
2. \$363,729.98 with respect to the credit facilities provided to Fun Park by RBC pursuant to the terms of the Lease Agreement

MLT AIKINS

WESTERN CANADA'S LAW FIRM

On behalf of RBC, we hereby demand immediate repayment by Fun Park of the sum of \$453,893.99 plus with respect to the Financing Agreements and enclose an executed copy of a Notice of Intention to Enforce Security issued by RBC in accordance with Section 244(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c. B-3.

Be advised that if payment of the \$453,893.99 amount, together with applicable interest and legal costs on a solicitor and own client full-indemnity basis (the "Legal Costs"), is not delivered to our office in the form of a certified cheque or bank draft made payable to MLT Aikins LLP, In Trust, within ten (10) days of your receipt of this letter, RBC shall exercise such remedies against Fun Park as are available to it pursuant to the terms of the Loan Agreement, the Lease Agreement, the security granted by Fun Park to RBC, and as at law generally. The amount of the Legal Costs may be obtained by contacting our office.

This is a very serious matter. We trust that Fun Park will govern itself accordingly.

Sincerely,

MLT AIKINS LLP

Per:



Dana M. Nowak

DMN:egh

Enclosures

Cc: Marlene Starenky (*Royal Bank of Canada*) – with enclosures
Cc: City Wide Entertainment Group Inc. – with enclosures
Cc: Manpreet Kaur Bhatthal – with enclosures
Cc: Baljot Athwal – with enclosures
Cc: Ranjit Singh Gill – with enclosures

Notice of Intention to Enforce Security
(Subsection 244(1) of the *Bankruptcy and Insolvency Act*)

TO: Fun Park Amusement Centre Ltd., an Insolvent Corporation

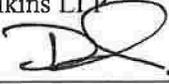
TAKE NOTICE THAT:

1. Royal Bank of Canada ("RBC"), a secured creditor, intends to enforce its security on the property of Fun Park Amusement Centre Ltd. (the "Debtor") described below:
 - A. All present and after-acquired personal property; and
 - B. (As per Master Lease Agreement dated August 30th, 2016) Together with all inventory and equipment now or hereafter acquired by the Debtor and financed by RBC together with all attachments, accessories, accessions, replacements, substitutions, additions and improvements thereto, and all proceeds in any form derived directly or indirectly from any dealing with the collateral or proceeds thereof, and without limitation, money, cheques, deposits in deposit taking institutions, goods, accounts receivable, rents or other payments arising from the lease of the collateral, chattel paper, instruments, intangibles, documents of title, securities, and rights of insurance payments or any other payments as indemnity or compensation for loss or damage to the collateral or proceeds of the collateral.
2. The security that is to be enforced is in the form of:
 - A. a General Security Agreement dated August 15, 2016; and
 - B. a Master Lease Agreement dated August 30, 2016.
3. The amount of indebtedness secured by the security in favour of RBC is \$453,893.99 as at August 20, 2019, together with interest to the date of payment, and all costs, charges and expenses incurred by RBC, including, without limitation, legal fees as between a solicitor and his own client on a full indemnity basis, respecting enforcement of same.
4. RBC will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice unless the Debtor/Insolvent Corporation consents to an earlier enforcement.

Dated this 28th day of August, 2019.

Royal Bank of Canada,
by its solicitors and agents
MLT Aikins LLP

Per: _____

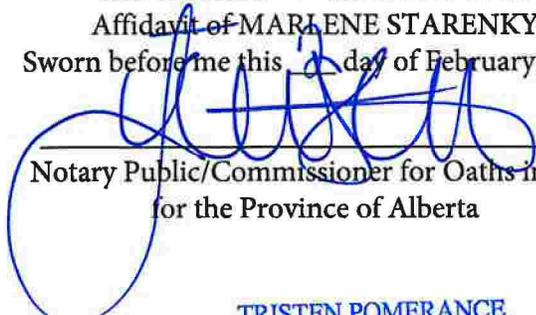

Dana M. Nowak
Barrister & Solicitor

The undersigned hereby consents to RBC enforcing its security prior to the expiry of the above-noted 10 day period.

Fun Park Amusement Centre Ltd.

Per: _____

This is Exhibit "V" referred to in the
Affidavit of MARLENE STARENKY
Sworn before me this 20 day of February, 2021



Notary Public/Commissioner for Oaths in and
for the Province of Alberta

TRISTEN POMERANCE
Barrister and Solicitor

MLT AIKINS

WESTERN CANADA'S LAW FIRM

MLT Aikins LLP
2200 - 10235 - 101st Street
Edmonton, Alberta T5J 3G1
T: (780) 969-3500
F: (780) 969-3549

Dana M. Nowak

Direct Line: (780) 969-3506
E-mail: DNowak@mltaikins.com

October 11, 2019

Via Courier

Amcena Quazi

Legal Assistant

Direct Line: (780) 969-5091
E-mail: AQuazi@mltaikins.com

Fun Park Amusement Center Ltd. c/o
Reynolds Mirth Richards & Farmer LLP
3200, 10180 – 101 Street NW
Edmonton, AB T5J 3W8

Attention: Atul Omkar

Dear Sir:

Re: Loan Agreement dated August 11, 2016 between Royal Bank of Canada ("RBC") and Fun Park Amusement Center Ltd. ("Fun Park") (the "Loan Agreement"), and Master Lease Agreement dated August 30, 2016 between RBC and Fun Park (the, "Lease Agreement" and together with the Loan Agreement, the "Financing Agreements")

File No.: 001480-00208

We are counsel for RBC.

Be advised that Fun Park is in default of its covenants under the Financing Agreements. Details of such defaults are well known to you, but for the purposes of the record, Fun Park is in default of its financial covenants and has failed to pay all amounts owing on the date required for payment, as required pursuant to the terms of the Financing Agreements (the "**Defaults**").

This letter serves as written notice to you of the Defaults pursuant to the terms of the Financing Agreements.

As of August 20, 2019, Fun park is indebted to RBC in the amount of:

1. \$90,164.01 with respect to the credit facilities provided to Fun Park by RBC pursuant to the terms of the Loan Agreement; and
2. \$363,729.98 with respect to the credit facilities provided to Fun Park by RBC pursuant to the terms of the Lease Agreement

MLT AIKINS

WESTERN CANADA'S LAW FIRM

On behalf of RBC, we hereby demand immediate repayment by Fun Park of the sum of \$453,893.99 plus with respect to the Financing Agreements and enclose an executed copy of a Notice of Intention to Enforce Security issued by RBC in accordance with Section 244(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c. B-3.

Be advised that if payment of the \$453,893.99 amount, together with applicable interest and legal costs on a solicitor and own client full-indemnity basis (the "Legal Costs"), is not delivered to our office in the form of a certified cheque or bank draft made payable to MLT Aikins LLP, In Trust, within ten (10) days of your receipt of this letter, RBC shall exercise such remedies against Fund Park as are available to it pursuant to the terms of the Loan Agreement, the Lease Agreement, the security granted by Fun Park to RBC, and as at law generally. The amount of the Legal Costs may be obtained by contacting our office.

This is a very serious matter. We trust that Fun Park will govern itself accordingly.

Sincerely,

MLT AIKINS LLP

Per:



Dana M. Nowak

DMN:egh

Enclosures

Cc: Marlene Starenky (*Royal Bank of Canada*) – with enclosures
Cc: City Wide Entertainment Group Inc. – with enclosures
Cc: Manpreet Kaur Bhatthal – with enclosures
Cc: Baljot Athwal – with enclosures
Cc: Ranjit Singh Gill – with enclosures

Notice of Intention to Enforce Security
(Subsection 244(1) of the *Bankruptcy and Insolvency Act*)

TO: Fun Park Amusement Centre Ltd., an Insolvent Corporation

TAKE NOTICE THAT:

1. Royal Bank of Canada ("RBC"), a secured creditor, intends to enforce its security on the property of Fun Park Amusement Centre Ltd. (the "Debtor") described below:
 - A. All present and after-acquired personal property; and
 - B. (As per Master Lease Agreement dated August 30th, 2016) Together with all inventory and equipment now or hereafter acquired by the Debtor and financed by RBC together with all attachments, accessories, accessions, replacements, substitutions, additions and improvements thereto, and all proceeds in any form derived directly or indirectly from any dealing with the collateral or proceeds thereof, and without limitation, money, cheques, deposits in deposit taking institutions, goods, accounts receivable, rents or other payments arising from the lease of the collateral, chattel paper, instruments, intangibles, documents of title, securities, and rights of insurance payments or any other payments as indemnity or compensation for loss or damage to the collateral or proceeds of the collateral.
2. The security that is to be enforced is in the form of:
 - A. a General Security Agreement dated August 15, 2016; and
 - B. a Master Lease Agreement dated August 30, 2016.
3. The amount of indebtedness secured by the security in favour of RBC is \$453,893.99 as at August 20, 2019, together with interest to the date of payment, and all costs, charges and expenses incurred by RBC, including, without limitation, legal fees as between a solicitor and his own client on a full indemnity basis, respecting enforcement of same.
4. RBC will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice unless the Debtor/Insolvent Corporation consents to an earlier enforcement.

Dated this 11th day of October, 2019.

Royal Bank of Canada,
by its solicitors and agents
MLT Aikins LLP

Per: _____

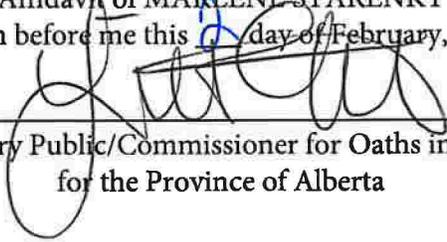
Dana M. Nowak
Barrister & Solicitor

The undersigned hereby consents to RBC enforcing its security prior to the expiry of the above-noted 10 day period.

Fun Park Amusement Centre Ltd.

Per: _____

This is Exhibit "W" referred to in the
Affidavit of MARLENE STARENKY
Sworn before me this 4 day of February, 2021



Notary Public/Commissioner for Oaths in and
for the Province of Alberta

TRISTEN POMERANCE
Barrister and Solicitor

MLT AIKINS

WESTERN CANADA'S LAW FIRM

MLT Aikins LLP
2200 - 10235 - 101st Street
Edmonton, Alberta T5J 3G1
T: (780) 969-3500
F: (780) 969-3549

August 28, 2019

VIA REGISTERED MAIL

Fun Park Amusement Centre (Winnipeg) Ltd.
1175 Wilkes Avenue
Winnipeg, MB R3P 1B9

Dana M. Nowak
Direct Line: (780) 969-3506
E-mail: DNowak@mltaikins.com

Ameena Quazi
Legal Assistant
Direct Line: (780) 969-5091
E-mail: AQuazi@mltaikins.com

Dear Sir/Madam:

Re: Credit Agreement dated April 7, 2017 (the "Credit Agreement") between Royal Bank of Canada ("RBC") and Fun Park Amusement Centre (Winnipeg) Ltd. ("Fun Park"), Loan Agreement dated March 31, 2017 (the "Loan Agreement"), Visa Business Card Agreement dated June 20, 2017 (the "Visa Agreement"), and Progress Payment Agreement dated June 23, 2017 (the "Progress Agreement" and together with the Credit Agreement, Loan Agreement, and Visa Agreement being, collectively, the "Financing Agreements")

File No.: 0001480.00208

We are counsel for RBC.

Be advised that Fun Park is in default of its covenants under the Financing Agreements, the details of which are well known to you.

This letter serves as written notice to you, pursuant to the terms of the Financing Agreements.

As at August 20, 2019, Fun Park is indebted to RBC in the amount of:

1. \$251,332.89 (with a *per diem* of \$47.78)* with respect to the credit facilities provided to Fun Park by RBC pursuant to the terms of the Credit Agreement;
2. \$30,157.59 (with a *per diem* of \$5.70)* with respect to the credit facilities provided to Fun Park by RBC pursuant to the terms of the Loan Agreement;
3. \$24,101.94 with respect to the credit facilities provided to Fun Park by RBC pursuant to the terms of the Visa Agreement; and
4. \$1,640,253.24 (with a *per diem* of \$237.96)* with respect to the credit facilities provided to Fun Park by RBC pursuant to the terms of the Progress Agreement.

* Subject to any change in the applicable variable rate of interest.

19644886v3

MLT AIKINS

WESTERN CANADA'S LAW FIRM

On behalf of RBC, we hereby demand immediate repayment by Fun Park of the sum of \$1,945,845.66 with respect to the Financing Agreements and enclose an executed copy of a Notice of Intention to Enforce Security issued by RBC in accordance with Section 244(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c. B-3.

Be advised that if payment of the amount of \$1,945,845.66, together with applicable interest and legal costs on a solicitor and own client full-indemnity basis (the "**Legal Costs**"), is not delivered to our office in the form of a certified cheque or bank draft made payable to MLT Aikins LLP, In Trust, within ten (10) days of your receipt of this letter, RBC shall exercise such remedies against Fun Park as are available to it pursuant to the terms of the Credit Agreement, the Loan Agreement, the Visa Agreement, the Progress Agreement, the security granted by Fun Park to RBC, and as at law generally. The amount of the Legal Costs may be obtained by contacting our office.

This is a very serious matter. We trust that Fun Park will govern itself accordingly.

Yours truly,

MLT AIKINS LLP

Per:



Dana M. Nowak

DMN:egh
Enclosures

Cc: Marlene Starenky (*Royal Bank of Canada*) – with enclosures
Cc: Fun Park Amusement Centre Ltd. – with enclosures
Cc: City Wide Entertainment Group Inc. – with enclosures
Cc: Manpreet Kaur Bhatthal – with enclosures
Cc: Baljot Athwal – with enclosures
Cc: Ranjit Singh Gill – with enclosures

NOTICE OF INTENTION TO ENFORCE SECURITY
(Section 244(1) of the Bankruptcy and Insolvency Act)

To: FUN PARK AMUSEMENT CENTRE (WINNIPEG) LTD. (the “**Fun Park**”),
an insolvent person

TAKE NOTICE THAT:

1. ROYAL BANK OF CANADA, a secured creditor, intends to enforce its security on the property of the insolvent person described below:
 - See Schedule "A".
2. The security that is to be enforced is in the form of:
 - A General Security Agreement dated April 15, 2017.
3. The total amount of indebtedness secured by the security is the sum of \$1,945,845.66, inclusive of interest, as at August 20, 2019.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at Edmonton, Alberta this 28th day of August, 2019.

ROYAL BANK OF CANADA,
by its Solicitor & Agent,
MLT Aikins LLP

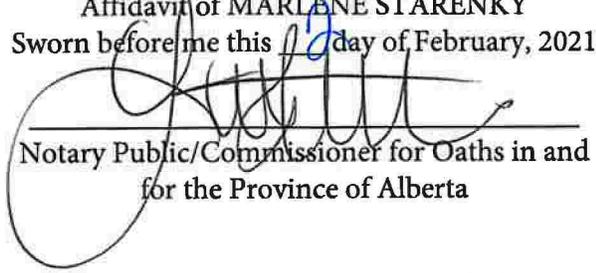
Per: _____


Dana M. Nowak

Schedule "A"

1. All present and after-acquired personal property; and
2. All present and after-acquired equipment, securities, chattel paper, instruments and documents of title. Proceeds: A security interest is claimed in all present and after-acquired goods (including trade-ins), chattel paper, securities, documents of title, instruments, money and intangibles of every item or kind that may derive from the sale or other disposition of the collateral described above, all insurance proceeds and any proceeds of any of the foregoing.

This is Exhibit "X" referred to in the
Affidavit of MARLENE STARENKY
Sworn before me this 14 day of February, 2021


Notary Public/Commissioner for Oaths in and
for the Province of Alberta

TRISTEN POMERANCE
Barrister and Solicitor

MLT AIKINS

WESTERN CANADA'S LAW FIRM

MLT Aikins LLP
2200 - 10235 - 101st Street
Edmonton, Alberta T5J 3G1
T: (780) 969-3500
F: (780) 969-3549

Dana M. Nowak
Direct Line: (780) 969-3506
E-mail: DNowak@mltaikins.com

Ameena Quazi
Legal Assistant
Direct Line: (780) 969-5091
E-mail: AQuazi@mltaikins.com

October 11, 2019

Via Courier

Fun Park Amusement Center Ltd c/o
Reynolds Mirth Richards & Farmer LLP
3200, 10180 – 101 Street NW
Edmonton, AB T5J 3W8

Attention: Atul Omkar

Dear Sir:

**Re: Amounts Owing by Fun Park Amusement Center (Winnipeg) Ltd.
("Fun Park WPG") to Royal Bank of Canada (the "RBC") Guaranteed by
Fun Park Amusement Center Ltd. ("Fun Park EDM")**

File No.: 0001480-00208

We are solicitors for RBC in connection with the above-noted matter.

As at August 28, 2019, Fun Park WPG is indebted to RBC in the amount of \$1,945,845.66 with respect to credit facilities under a Credit Agreement dated April 7, 2017 between RBC and Fun Park WPG (the "**Credit Agreement**"), a Loan Agreement dated March 31, 2017 (the "**Loan Agreement**"), a Progress Payment Agreement dated June 23, 2017 (the "**Progress Agreement**"), and a Visa Business Card Agreement dated June 20, 2017 (the "**Visa Agreement**" and together with the Credit Agreement, Loan Agreement, and the Progress Agreement being, collectively, the "**Financing Agreements**"). Fun Park WPG is in default of the terms of the Financing Agreements and by a letter dated August 28, 2019 (copy enclosed), formal written demand has been made by RBC of Fun Park WPG to immediately pay the \$1,945,845.66 sum owing and Fun Park WPG has been served with a Notice of Intention to Enforce Security issued in accordance with Section 244(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c. B-3.

By Guarantee and Postponement of Claim in writing dated April 15, 2017 (the "**First Guarantee**"), Fun Park EDM guaranteed payment to RBC of all debts and liabilities of Fun Park WPG to a limit of \$1,290,000.00, together with interest thereon from the date of demand for payment at a rate equal to RBC's Prime Interest Rate plus five (5%) percent per annum. On behalf of RBC, we hereby demand immediate payment from Fun Park EDM under the First Guarantee of the sum of \$1,290,000.00 with interest thereon from the date hereof to the date of payment at a rate equal to RBC's Prime Interest Rate plus five (5%) percent per annum, together with legal costs on a solicitor and own client full-indemnity basis (the "**Legal Costs**"). The amount of the Legal Costs may be obtained by contacting us.

MLT AIKINS LLP | MLT.AIKINS.COM

MLT AIKINS

WESTERN CANADA'S LAW FIRM

By a second Guarantee and Postponement of Claim in writing also dated April 15, 2017 (the "**Second Guarantee**"), Fun Park EDM guaranteed payment to RBC of all debts and liabilities of Fun Park WPG to a limit of \$1,290,000.00, together with interest thereon from the date of demand for payment at a rate equal to RBC's Prime Interest Rate plus three (3%) percent per annum. On behalf of RBC, we hereby demand immediate payment from Fun Park EDM under the Second Guarantee of the sum of \$1,945,845.66 with interest thereon from the date hereof to the date of payment at a rate equal to RBC's Prime Interest Rate plus three (3%) percent per annum, together with the Legal Costs.

To Summarize, you have: (i) liabilities of \$1,290,000.00 presently owing to RBC pursuant to your obligations under the First Guarantee; and (ii) liabilities of \$655,845.66 presently owing to RBC pursuant to your obligations under the Second Guarantee, for a total amount owing of \$1,945,845.66, plus applicable interest and the Legal Costs.

We enclose an executed copy of a Notice of Intention to Enforce Security issued by RBC in accordance with Section 244(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c. B-3.

Be advised that if payment of the \$1,945,845.66 amount, together with applicable interest and the Legal Costs, is not delivered to our office in the form of a certified cheque or bank draft made payable to MLT Aikins LLP, In Trust, within ten (10) days of your receipt of this letter, RBC shall exercise such remedies against Fun Park EDM as are available to it pursuant to the terms of the Guarantee and as at law generally.

This is a very serious matter. We trust that Fun Park EDM will govern itself accordingly.

Yours truly,

MLT AIKINS LLP

Per:



Dana M. Nowak

DMN:egh

Enclosures

Cc: Marlene Starenky (*Royal Bank of Canada*) – with enclosures
Cc: Fun Park Amusement Center (Winnipeg) Ltd. – with enclosures

Notice of Intention to Enforce Security
(Subsection 244(1) of the *Bankruptcy and Insolvency Act*)

TO: Fun Park Amusement Centre Ltd., an Insolvent Corporation

TAKE NOTICE THAT:

1. Royal Bank of Canada ("RBC"), a secured creditor, intends to enforce its security on the property of Fun Park Amusement Centre Ltd. (the "Debtor") described below:
 - A. All present and after-acquired personal property.
2. The security that is to be enforced is in the form of:
 - A. a General Security Agreement dated August 15, 2016.
3. The amount of indebtedness secured by the security in favour of RBC is \$1,945,845.66 as at August 28, 2019, together with interest to the date of payment, and all costs, charges and expenses incurred by RBC, including, without limitation, legal fees as between a solicitor and his own client on a full indemnity basis, respecting enforcement of same.
4. RBC will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice unless the Debtor/Insolvent Corporation consents to an earlier enforcement.

Dated this 11th day of October, 2019.

Royal Bank of Canada,
by its solicitors and agents
MLT Aikins LLP

Per: 

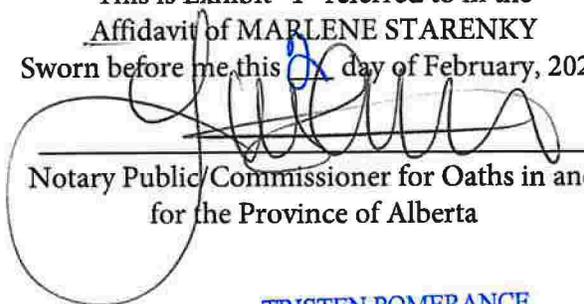
Dana M. Nowak
Barrister & Solicitor

The undersigned hereby consents to RBC enforcing its security prior to the expiry of the above-noted 10 day period.

Fun Park Amusement Centre Ltd.

Per: _____

This is Exhibit "Y" referred to in the
Affidavit of MARLENE STARENKY
Sworn before me, this 04 day of February, 2021

A handwritten signature in black ink, appearing to read 'Tristen Pomerance', is written over a horizontal line. The signature is fluid and cursive, with a large loop on the left side.

Notary Public/Commissioner for Oaths in and
for the Province of Alberta

TRISTEN POMERANCE
Barrister and Solicitor

August 28, 2019

Via Registered Mail

City Wide Entertainment Group Inc.
2500, 103 Avenue NW
Edmonton, AB T5J 0K4

Dear Sir/Madam:

**Re: Amounts Owing by Fun Park Amusement Centre Ltd. ("Fun Park") to
Royal Bank of Canada ("RBC") Guaranteed by City Wide Entertainment
Group Inc. ("City Wide")**
File No.: 001480-00208

We are counsel for RBC.

As of August 20, 2019, Fun Park is indebted to RBC in the amount of \$453,893.99 with respect to credit facilities under a Loan Agreement dated August 11, 2016 between RBC and Fun Park (the "Loan Agreement") and a Master Lease Agreement dated August 30, 2016 between RBC and Fun Park (the "Lease Agreement" and together with the Loan Agreement, the "Financing Agreements"). Fun Park is in default of the terms of the Financing Agreements and by a letter dated August 20, 2019 (copy enclosed), formal written demand has been made by RBC of Fun Park to immediately pay the \$453,893.99 sum owing and Fun Park has been served with a Notice of Intention to Enforce Security issued in accordance with Section 244(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c. B-3.

By a Guarantee executed August 15, 2016 by City Wide in favour of RBC (the "Guarantee"), City Wide guaranteed payment on demand to RBC of all debts and liabilities of Fun Park to RBC to the sum of \$755,000.00 together with interest thereon from the date of demand for payment at a rate equal to RBC's Prime Interest Rate plus five percent (5%) per annum. On behalf of RBC and pursuant to the Guarantee, we hereby demand immediate payment from City Wide of the sum of \$453,893.99 together with interest thereon from the date hereof to the date of payment at a rate equal to RBC's Prime Interest Rate plus five percent (5%) per annum, together with legal costs on a solicitor and own client full-indemnity basis (the "Legal Costs"). The amount of the Legal Costs may be obtained by contacting our office.

MLT AIKINS

WESTERN CANADA'S LAW FIRM

Be advised that if payment of the \$453,893.99 amount, together with applicable interest and the Legal Costs, is not delivered to our office in the form of a certified cheque or bank draft made payable to MLT Aikins LLP, In Trust, within ten (10) days of your receipt of this letter, RBC shall exercise such remedies against City Wide as are available to it pursuant to the terms of the Guarantee, the security granted by City Wide to RBC, and as at law generally.

This is a very serious matter. We trust that City Wide will govern itself accordingly.

Sincerely,

MLT AIKINS LLP

Per: 
Dana M. Nowak

DMN:egh
Enclosures

Cc: Marlene Starenky (*Royal Bank of Canada*) – with enclosures
Cc: Fun Park Amusement Centre Ltd. – with enclosures

Notice of Intention to Enforce Security
(Subsection 244(1) of the *Bankruptcy and Insolvency Act*)

TO: City Wide Entertainment Group Inc., an Insolvent Corporation

TAKE NOTICE THAT:

1. Royal Bank of Canada ("RBC"), a secured creditor, intends to enforce its security on the property of City Wide Entertainment Group Inc. (the "Debtor") described below:
 - A. All present and after-acquired personal property; and
2. The security that is to be enforced is in the form of:
 - A. a General Security Agreement dated August 15, 2016.
3. The amount of indebtedness secured by the security in favour of RBC is \$453,893.99 as at August 20, 2019, together with interest to the date of payment, and all costs, charges and expenses incurred by RBC, including, without limitation, legal fees as between a solicitor and his own client on a full indemnity basis, respecting enforcement of same.
4. RBC will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice unless the Debtor/Insolvent Corporation consents to an earlier enforcement.

Dated this 28th day of August, 2019.

Royal Bank of Canada,
by its solicitors and agents
MLT Aikins LLP

Per: _____

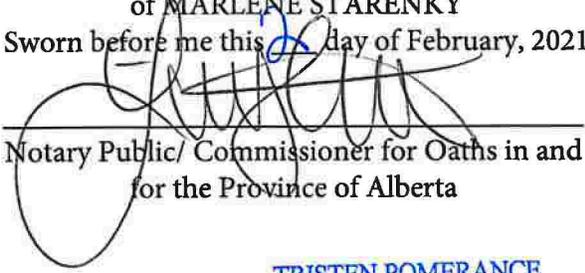
Dana M. Nowak
Barrister & Solicitor

The undersigned hereby consents to RBC enforcing its security prior to the expiry of the above-noted 10 day period.

City Wide Entertainment Group Inc.

Per: _____

This is Exhibit "Z" referred to in the Affidavit
of MARLENE STARENKY
Sworn before me this 24 day of February, 2021



Notary Public/ Commissioner for Oaths in and
for the Province of Alberta

TRISTEN POMERANCE
Barrister and Solicitor

August 28, 2019

Via Registered Mail

Manpreet Kaur Bhatthal
719 Kirkness Road NW
Edmonton, AB T5Y 2Y8

Dear Sir:

**Re: Amounts Owing by Fun Park Amusement Centre Ltd. ("Fun Park") to
Royal Bank of Canada ("RBC") Guaranteed by Manpreet Kaur Bhatthal**
File No.: 001480-00208

We are counsel for RBC.

As of August 20, 2019, Fun Park is indebted to RBC in the amount of \$453,893.99 with respect to credit facilities under a Loan Agreement dated August 11, 2016 between RBC and Fun Park (the "Loan Agreement") and a Master Lease Agreement dated August 30, 2016 between RBC and Fun Park (the "Lease Agreement" and together with the Loan Agreement, the "Financing Agreements"). Fun Park is in default of the terms of the Financing Agreements and by a letter dated August 20, 2019 (copy enclosed), formal written demand has been made by RBC of Fun Park to immediately pay the \$453,893.99 sum owing and Fun Park has been served with a Notice of Intention to Enforce Security issued in accordance with Section 244(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c. B-3.

By a Guarantee executed August 15, 2016 by you in favour of RBC (the "Guarantee"), you guaranteed payment on demand to RBC of all debts and liabilities of Fun Park to RBC to the sum of \$755,000.00 together with interest thereon from the date of demand for payment at a rate equal to RBC's Prime Interest Rate plus five percent (5%) per annum. On behalf of RBC and pursuant to the Guarantee, we hereby demand immediate payment from you of the sum of \$453,893.99 together with interest thereon from the date hereof to the date of payment at a rate equal to RBC's Prime Interest Rate plus five percent (5%) per annum.

MLT AIKINS

WESTERN CANADA'S LAW FIRM

Be advised that if payment of the \$453,893.99 amount, together with applicable interest, is not delivered to our office in the form of a certified cheque or bank draft made payable to MLT Aikins LLP, In Trust, within ten (10) days of your receipt of this letter, RBC shall exercise such remedies against you as are available to it pursuant to the terms of the Guarantee, the security granted by you to RBC, and as at law generally.

This is a very serious matter. We trust that you will govern yourself accordingly.

Sincerely,

MLT AIKINS LLP

Per:



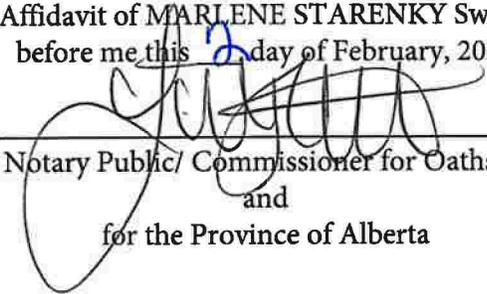
Dana M. Nowak

DMN:egh

Enclosures

Cc: Marlene Starenky (*Royal Bank of Canada*) – with enclosures
Cc: Fun Park Amusement Centre Ltd. – with enclosures

This is Exhibit "AA" referred to in the
Affidavit of MARLENE STARENKY Sworn
before me this 2 day of February, 2021



Notary Public/ Commissioner for Oaths in
and
for the Province of Alberta

TRISTEN POMERANCE
Barrister and Solicitor

MLT AIKINS

WESTERN CANADA'S LAW FIRM

MLT Aikins LLP
2200 - 10235 -101st Street
Edmonton, Alberta T5J 3G1
T: (780) 969-3500
F: (780) 969-3549

Dana M. Nowak

Direct Line: (780) 969-3506
E-mail: DNowak@mltaikins.com

August 28, 2019

Ameena Quazi
Legal Assistant

Direct Line: (780) 969-5091
E-mail: AQuazi@mltaikins.com

Via Registered Mail

Baljot Singh Athwal
3668 – 30 Street NW
Edmonton, AB T6T 1K3

Dear Sir:

**Re: Amounts Owing by Fun Park Amusement Centre Ltd. ("Fun Park") to
Royal Bank of Canada ("RBC") Guaranteed by Baljot Singh Athwal**
File No.: 001480-00208

We are counsel for RBC.

As of August 20, 2019, Fun Park is indebted to RBC in the amount of \$453,893.99 with respect to credit facilities under a Loan Agreement dated August 11, 2016 between RBC and Fun Park (the "Loan Agreement") and a Master Lease Agreement dated August 30, 2016 between RBC and Fun Park (the "Lease Agreement" and together with the Loan Agreement, the "Financing Agreements"). Fun Park is in default of the terms of the Financing Agreements and by a letter dated August 20, 2019 (copy enclosed), formal written demand has been made by RBC of Fun Park to immediately pay the \$453,893.99 sum owing and Fun Park has been served with a Notice of Intention to Enforce Security issued in accordance with Section 244(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c. B-3.

By a Guarantee executed August 15, 2016 by you in favour of RBC (the "Guarantee"), you guaranteed payment on demand to RBC of all debts and liabilities of Fun Park to RBC to the sum of \$755,000.00 together with interest thereon from the date of demand for payment at a rate equal to RBC's Prime Interest Rate plus five percent (5%) per annum. On behalf of RBC and pursuant to the Guarantee, we hereby demand immediate payment from you of the sum of \$453,893.99 together with interest thereon from the date hereof to the date of payment at a rate equal to RBC's Prime Interest Rate plus five percent (5%) per annum, together with costs on a solicitor and own client full-indemnity basis (the "Legal Costs"). The amount of the Legal Costs can be obtained by contacting our office.

MLT AIKINS

WESTERN CANADA'S LAW FIRM

Be advised that if payment of the \$453,893.99 amount, together with applicable interest and the Legal Costs, is not delivered to our office in the form of a certified cheque or bank draft made payable to MLT Aikins LLP, In Trust, within ten (10) days of your receipt of this letter, RBC shall exercise such remedies against you as are available to it pursuant to the terms of the Guarantee, the security granted by you to RBC, and as at law generally.

This is a very serious matter. We trust that you will govern yourself accordingly.

Sincerely,

MLT AIKINS LLP

Per:



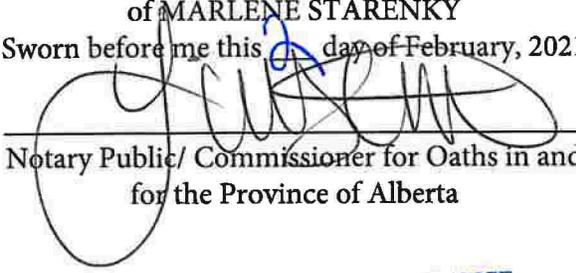
Dana M. Nowak

DMN:egh

Enclosures

Cc: Marlene Starenky (*Royal Bank of Canada*) – with enclosures
Cc: Fun Park Amusement Centre Ltd. – with enclosures

This is Exhibit "BB" referred to in the Affidavit
of MARLENE STARENKY
Sworn before me this 24 day of February, 2021



Notary Public/ Commissioner for Oaths in and
for the Province of Alberta

TRISTEN POMERANCE
Barrister and Solicitor

MLT AIKINS

WESTERN CANADA'S LAW FIRM

MLT Aikins LLP
2200 - 10235 -101st Street
Edmonton, Alberta T5J 3G1
T: (780) 969-3500
F: (780) 969-3549

Dana M. Nowak

Direct Line: (780) 969-3506
E-mail: DNowak@mltaikins.com

August 28, 2019

Ameena Quazi
Legal Assistant

Direct Line: (780) 969-5091
E-mail: AQuazi@mltaikins.com

Via Registered Mail

Ranjit Singh Gill

6015 – 165 Avenue NW
Edmonton, AB T5Y 0A9

Dear Sir:

**Re: Amounts Owing by Fun Park Amusement Centre Ltd. ("Fun Park") to
Royal Bank of Canada ("RBC") Guaranteed by Ranjit Singh Gill**

File No.: 001480-00208

We are counsel for RBC.

As of August 20, 2019, Fun Park is indebted to RBC in the amount of \$453,893.99 with respect to credit facilities under a Loan Agreement dated August 11, 2016 between RBC and Fun Park (the "Loan Agreement") and a Master Lease Agreement dated August 30, 2016 between RBC and Fun Park (the "Lease Agreement" and together with the Loan Agreement, the "Financing Agreements"). Fun Park is in default of the terms of the Financing Agreements and by a letter dated August 20, 2019 (copy enclosed), formal written demand has been made by RBC of Fun Park to immediately pay the \$453,893.99 sum owing and Fun Park has been served with a Notice of Intention to Enforce Security issued in accordance with Section 244(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c. B-3.

By a Guarantee executed August 15, 2016 by you in favour of RBC (the "Guarantee"), you, jointly and severally with Manpreet Kaur Bhatthal and Baljot Singh Athwal, guaranteed payment on demand to RBC of all debts and liabilities of Fun Park to RBC to the sum of \$755,000.00 together with interest thereon from the date of demand for payment at a rate equal to RBC's Prime Interest Rate plus five percent (5%) per annum. On behalf of RBC and pursuant to the Guarantee, we hereby demand immediate payment from you of the sum of \$453,893.99 together with interest thereon from the date hereof to the date of payment at a rate equal to RBC's Prime Interest Rate plus five percent (5%) per annum, together with costs on a solicitor and own client full-indemnity basis (the "Legal Costs"). The amount of Legal Costs may be obtained by contacting our office.

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MLT AIKINS

WESTERN CANADA'S LAW FIRM

Be advised that if payment of the \$453,893.99 amount, together with applicable interest and the Legal Costs, is not delivered to our office in the form of a certified cheque or bank draft made payable to MLT Aikins LLP, In Trust, within ten (10) days of your receipt of this letter, RBC shall exercise such remedies against you as are available to it pursuant to the terms of the Guarantee, the security granted by you to RBC, and as at law generally.

This is a very serious matter. We trust that you will govern yourself accordingly.

Sincerely,

MLT AIKINS LLP

Per:



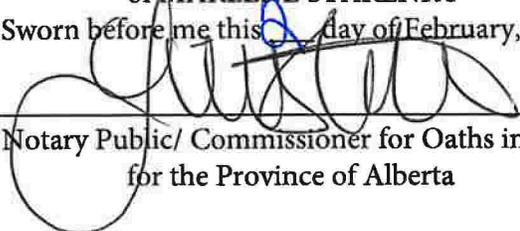
Dana M. Nowak

DMN:egh

Enclosures

Cc: Marlene Starenky (*Royal Bank of Canada*) – with enclosures
Cc: Fun Park Amusement Centre Ltd. – with enclosures

This is Exhibit "CC" referred to in the Affidavit
of MARLENE STARENKY
Sworn before me this 04 day of February, 2021



Notary Public/ Commissioner for Oaths in and
for the Province of Alberta

TRISTEN POMERANCE
Barrister and Solicitor

MLT AIKINS

WESTERN CANADA'S LAW FIRM

MLT Aikins LLP
2200 - 10235 - 101st Street
Edmonton, Alberta T5J 3G1
T: (780) 969-3500
F: (780) 969-3549

Dana M. Nowak

Direct Line: (780) 969-3506
E-mail: DNowak@mltaikins.com

August 28, 2019

VIA REGISTERED MAIL

Ameena Quazi
Legal Assistant

Direct Line: (780) 969-5091
E-mail: AQuazi@mltaikins.com

City Wide Entertainment Group Inc.
2500, 103 Avenue NW
Edmonton, AB T5J 0K4

Dear Sir/Madam:

Re: Amounts Owing by Fun Park Amusement Centre (Winnipeg) Ltd. ("Fun Park") to Royal Bank of Canada (the "RBC") Guaranteed by City Wide Entertainment Group Inc. ("City Wide")

File No.: 0001480-00208

We are counsel for RBC.

As at August 28, 2019, Fun Park is indebted to RBC in the amount of \$1,945,845.66 with respect to credit facilities under a Credit Agreement dated April 7, 2017 between RBC and Fun Park (the "**Credit Agreement**"), a Loan Agreement dated March 31, 2017 (the "**Loan Agreement**"), a Progress Payment Agreement dated June 23, 2017 (the "**Progress Agreement**"), and a Visa Business Card Agreement dated June 20, 2017 (the "**Visa Agreement**" and together with the Credit Agreement, Loan Agreement, and the Progress Agreement being, collectively, the "**Financing Agreements**"). Fun Park is in default of the terms of the Financing Agreements and by a letter dated August 28, 2019 (copy enclosed), formal written demand has been made by RBC of Fun Park to immediately pay the \$1,945,845.66 sum owing and Fun Park has been served with a Notice of Intention to Enforce Security issued in accordance with Section 244(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c. B-3.

By Guarantee and Postponement of Claim in writing dated April 15, 2017 (the "**Guarantee**"), City Wide guaranteed payment to RBC of all debts and liabilities of Fun Park to a limit of \$1,290,000.00, together with interest thereon from the date of demand for payment at a rate equal to RBC's Prime Interest Rate plus five (5%) percent per annum. On behalf of RBC, we hereby demand immediate payment from City Wide under the Guarantee of the sum of \$1,290,000.00 with interest thereon from the date hereof to the date of payment at a rate equal to RBC's Prime Interest Rate plus five (5%) percent per annum, together with legal costs on a solicitor and own client full-indemnity basis (the "**Legal Costs**"). The amount of the Legal Costs may be obtained by contacting us.

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MLT AIKINS

WESTERN CANADA'S LAW FIRM

Be advised that if payment of the \$1,290,000.00 amount, together with applicable interest and the Legal Costs, is not delivered to our office in the form of a certified cheque or bank draft made payable to MLT Aikins LLP, In Trust, within ten (10) days of your receipt of this letter, RBC shall exercise such remedies against City Wide as are available to it pursuant to the terms of the Guarantee and as at law generally.

This is a very serious matter. We trust that City Wide will govern itself accordingly.

Yours truly,

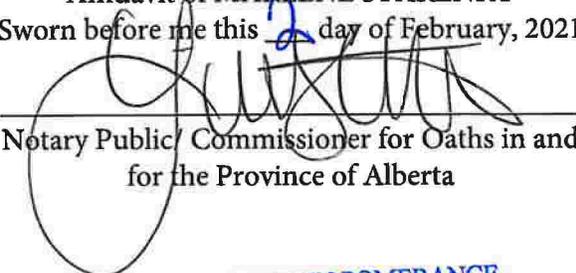
MLT AIKINS LLP

Per: 
Dana M. Nowak

DMN:egh
Enclosures

Cc: Marlene Starenky (*Royal Bank of Canada*) – with enclosures
Cc: Fun Park Amusement Centre (Winnipeg) Ltd. – with enclosures

This is Exhibit "DD" referred to in the
Affidavit of MARLENE STARENKY
Sworn before me this 2 day of February, 2021



Notary Public/ Commissioner for Oaths in and
for the Province of Alberta

TRISTEN POMERANCE
Barrister and Solicitor

MLT AIKINS

WESTERN CANADA'S LAW FIRM

MLT Aikins LLP
2200 - 10235 -101st Street
Edmonton, Alberta T5J 3G1
T: (780) 969-3500
F: (780) 969-3549

Dana M. Nowak
Direct Line: (780) 969-3506
E-mail: DNowak@mltaikins.com

Ameena Quazi
Legal Assistant
Direct Line: (780) 969-5091
E-mail: AQuazi@mltaikins.com

October 11, 2019

Via Courier

City Wide Entertainment Group Inc. c/o
Reynolds Mirth Richards & Farmer LLP
3200, 10180 – 101 Street NW
Edmonton, AB T5J 3W8

Attention: Atul Omkar

Dear Sir:

Re: Amounts Owing by Fun Park Amusement Center (Winnipeg) Ltd. ("Fun Park") to Royal Bank of Canada (the "RBC") Guaranteed by City Wide Entertainment Group Inc. ("City Wide")

File No.: 0001480-00208

We are counsel for RBC.

We reference our letter to City Wide dated August 28, 2019, wherein we made a demand upon City Wide for the sum of \$1,290,000.00 pursuant to a Guarantee and Postponement of Claim in writing dated April 15, 2017 provided by City Wide to RBC (the "**First Guarantee**").

As at August 28, 2019, Fun Park is indebted to RBC in the amount of \$1,945,845.66 with respect to credit facilities under a Credit Agreement dated April 7, 2017 between RBC and Fun Park (the "**Credit Agreement**"), a Loan Agreement dated March 31, 2017 (the "**Loan Agreement**"), a Progress Payment Agreement dated June 23, 2017 (the "**Progress Agreement**"), and a Visa Business Card Agreement dated June 20, 2017 (the "**Visa Agreement**" and together with the Credit Agreement, Loan Agreement, and the Progress Agreement being, collectively, the "**Financing Agreements**"). Fun Park is in default of the terms of the Financing Agreements and by a letter dated August 28, 2019 (copy enclosed), formal written demand has been made by RBC of Fun Park to immediately pay the \$1,945,845.66 sum owing and Fun Park has been served with a Notice of Intention to Enforce Security issued in accordance with Section 244(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c. B-3.

By a second Guarantee and Postponement of Claim in writing also dated April 15, 2017 (the "**Second Guarantee**"), City Wide guaranteed payment to RBC of all debts and liabilities of Fun Park to a limit of \$1,290,000.00, together with interest thereon from the date of demand for payment at a rate equal to RBC's Prime Interest Rate plus three (3%) percent per annum. On behalf of RBC, we hereby demand immediate payment from City Wide under the Guarantee of

MLT AIKINS LLP | MLT AIKINS LLP

MLT AIKINS

WESTERN CANADA'S LAW FIRM

the sum of \$655,845.66 with interest thereon from the date hereof to the date of payment at a rate equal to RBC's Prime Interest Rate plus three (3%) percent per annum, together with legal costs on a solicitor and own client full-indemnity basis (the "Legal Costs"). The amount of the Legal Costs may be obtained by contacting us.

To Summarize, City Wide has: (i) liabilities of \$1,290,000.00 presently owing to RBC pursuant to City Wide's obligations under the First Guarantee; and (ii) liabilities of \$655,845.66 presently owing to RBC pursuant to City Wide's obligations under the Second Guarantee, for a total amount owing of \$1,945,845.66, plus applicable interest and the Legal Costs.

We enclose an executed copy of a Notice of Intention to Enforce Security issued by RBC in accordance with Section 244(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c. B-3.

Be advised that if payment of the \$1,945,845.66 amount, together with applicable interest and the Legal Costs, is not delivered to our office in the form of a certified cheque or bank draft made payable to MLT Aikins LLP, In Trust, within ten (10) days of your receipt of this letter, RBC shall exercise such remedies against City Wide as are available to it pursuant to the terms of the Guarantee and as at law generally.

This is a very serious matter. We trust that City Wide will govern itself accordingly.

Yours truly,

MLT AIKINS LLP

Per: 

Dana M. Nowak

DMN:egh

Enclosures

Cc: Marlene Starenky (*Royal Bank of Canada*) – with enclosures
Cc: Fun Park Amusement Center (Winnipeg) Ltd. – with enclosures

Notice of Intention to Enforce Security
(Subsection 244(1) of the *Bankruptcy and Insolvency Act*)

TO: City Wide Entertainment Group Inc., an Insolvent Corporation

TAKE NOTICE THAT:

1. Royal Bank of Canada ("RBC"), a secured creditor, intends to enforce its security on the property of City Wide Entertainment Group Inc. (the "Debtor") described below:
 - A. All present and after-acquired personal property.
2. The security that is to be enforced is in the form of:
 - A. a General Security Agreement dated August 15, 2016.
3. The amount of indebtedness secured by the security in favour of RBC is \$1,945,845.66 as at August 28, 2019, together with interest to the date of payment, and all costs, charges and expenses incurred by RBC, including, without limitation, legal fees as between a solicitor and his own client on a full indemnity basis, respecting enforcement of same.
4. RBC will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice unless the Debtor/Insolvent Corporation consents to an earlier enforcement.

Dated this 11th day of October, 2019.

Royal Bank of Canada,
by its solicitors and agents
MLT Aikins LLP

for
Per: 

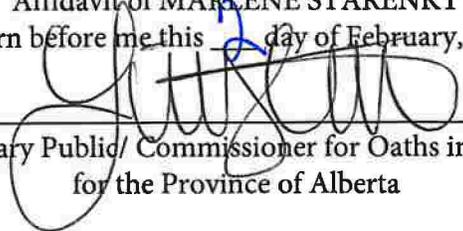
Dana M. Nowak
Barrister & Solicitor

The undersigned hereby consents to RBC enforcing its security prior to the expiry of the above-noted 10 day period.

City Wide Entertainment Group Inc.

Per: _____

This is Exhibit "EE" referred to in the
Affidavit of MARLENE STARENKY
Sworn before me this 13 day of February, 2021



Notary Public/ Commissioner for Oaths in and
for the Province of Alberta

TRISTEN POMERANCE
Barrister and Solicitor

MLT AIKINS

WESTERN CANADA'S LAW FIRM

MLT Aikins LLP
2200 - 10235 -101st Street
Edmonton, Alberta T5J 3G1
T: (780) 969-3500
F: (780) 969-3549

Dana M. Nowak

Direct Line: (780) 969-3506
E-mail: DNowak@mltaikins.com

Ameena Quazi

Legal Assistant

Direct Line: (780) 969-5091
E-mail: AQuazi@mltaikins.com

August 28, 2019

VIA REGISTERED MAIL

Manpreet Kaur Bhatthal
719 Kirkness Road NW
Edmonton, AB T5Y 2Y8

Dear Sir:

Re: Amounts Owing by Fun Park Amusement Centre (Winnipeg) Ltd. ("Fun Park") to Royal Bank of Canada (the "RBC") Guaranteed by Manpreet Kaur Bhatthal
File No.: 0001480-00208

We are counsel to RBC.

As at August 28, 2019, Fun Park is indebted to RBC in the amount of \$1,945,845.66 with respect to credit facilities under a Credit Agreement dated April 7, 2017 between RBC and Fun Park (the "**Credit Agreement**"), a Loan Agreement dated March 31, 2017 (the "**Loan Agreement**"), a Progress Payment Agreement dated June 23, 2017 (the "**Progress Agreement**"), and a Visa Business Card Agreement dated June 20, 2017 (the "**Visa Agreement**" and together with the Credit Agreement, Loan Agreement, and the Progress Agreement being, collectively, the "**Financing Agreements**"). Fun Park is in default of the terms of the Financing Agreements and by a letter dated August 28, 2019 (copy enclosed), formal written demand has been made by RBC of Fun Park to immediately pay the \$1,945,845.66 sum owing and Fun Park has been served with a Notice of Intention to Enforce Security issued in accordance with Section 244(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c. B-3.

By Guarantee and Postponement of Claim in writing dated April 15, 2017 (the "**Guarantee**"), you, jointly and severally with Baljot Singh Athwal and Ranjit Singh Gill, guaranteed payment to RBC of all debts and liabilities of Fun Park to a limit of \$1,290,000.00, together with interest thereon from the date of demand for payment at a rate equal to RBC's Prime Interest Rate plus five (5%) percent per annum. On behalf of RBC, we hereby demand immediate payment from you under the Guarantee of the sum of \$1,290,000.00 with interest thereon from the date hereof to the date of payment at a rate equal to RBC's Prime Interest Rate plus five (5%) percent per annum, together with legal costs on a solicitor and own client full-indemnity basis (the "**Legal Costs**"). The amount of the Legal Costs may be obtained by contacting us.

MLT AIKINS LLP | 361 10235-101st Street

MLT AIKINS

WESTERN CANADA'S LAW FIRM

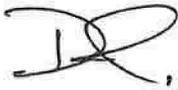
Be advised that if payment of the \$1,290,000.00 amount, together with applicable interest and the Legal Costs, is not delivered to our office in the form of a certified cheque or bank draft made payable to MLT Aikins LLP, In Trust, within ten (10) days of your receipt of this letter, RBC shall exercise such remedies against you as are available to it pursuant to the terms of the Guarantee and as at law generally.

This is a very serious matter. We trust that you will govern yourself accordingly.

Yours truly,

MLT AIKINS LLP

Per:



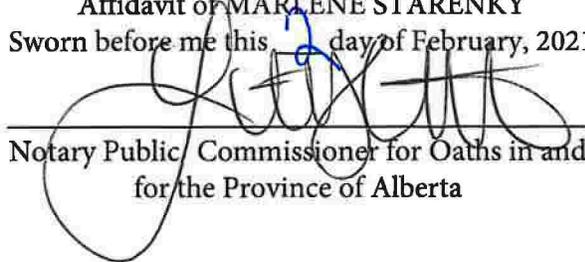
Dana M. Nowak

DMN:egh

Enclosures

Cc: Marlene Starenky (*Royal Bank of Canada*) – with enclosures
Cc: Fun Park Amusement Centre (Winnipeg) Ltd. – with enclosures

This is Exhibit "FF" referred to in the
Affidavit of MARLENE STARENKY
Sworn before me this 2 day of February, 2021



Notary Public Commissioner for Oaths in and
for the Province of Alberta

TRISTEN POMERANCE
Barrister and Solicitor

MLT AIKINS

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Dana M. Nowak

Direct Line: (780) 969-3506
E-mail: DNowak@mltaikins.com

October 11, 2019

Ameena Quazi

Legal Assistant

Direct Line: (780) 969-5091

E-mail: AQuazi@mltaikins.com

Via Courier

Manpreet Kaur Bhatthal c/o
Reynolds Mirth Richards & Farmer LLP
3200, 10180 – 101 Street NW
Edmonton, AB T5J 3W8

Attention: Atul Omkar

Dear Sir:

Re: Amounts Owing by Fun Park Amusement Center (Winnipeg) Ltd. ("Fun Park") to Royal Bank of Canada (the "RBC") Guaranteed by Manpreet Kaur Bhatthal

File No.: 0001480-00208

We are counsel to RBC.

We reference our letter to you dated August 28, 2019, wherein we made a demand upon you for the sum of \$1,290,000.00 pursuant to a Guarantee and Postponement of Claim in writing dated April 15, 2017 provided by you to RBC (the "**First Guarantee**").

As at August 28, 2019, Fun Park is indebted to RBC in the amount of \$1,945,845.66 with respect to credit facilities under a Credit Agreement dated April 7, 2017 between RBC and Fun Park (the "**Credit Agreement**"), a Loan Agreement dated March 31, 2017 (the "**Loan Agreement**"), a Progress Payment Agreement dated June 23, 2017 (the "**Progress Agreement**"), and a Visa Business Card Agreement dated June 20, 2017 (the "**Visa Agreement**" and together with the Credit Agreement, Loan Agreement, and the Progress Agreement being, collectively, the "**Financing Agreements**"). Fun Park is in default of the terms of the Financing Agreements and by a letter dated August 28, 2019 (copy enclosed), formal written demand has been made by RBC of Fun Park to immediately pay the \$1,945,845.66 sum owing and Fun Park has been served with a Notice of Intention to Enforce Security issued in accordance with Section 244(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c. B-3.

By a second Guarantee and Postponement of Claim in writing also dated April 15, 2017 (the "**Second Guarantee**"), you, jointly and severally with Baljot Singh Athwal and Ranjit Singh Gill, guaranteed payment to RBC of all debts and liabilities of Fun Park to a limit of \$1,290,000.00, together with interest thereon from the date of demand for payment at a rate equal to RBC's Prime Interest Rate plus three (3%) percent per annum. On behalf of RBC, we

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hereby demand immediate payment from you under the Guarantee of the sum of \$655,845.66 with interest thereon from the date hereof to the date of payment at a rate equal to RBC's Prime Interest Rate plus three (3%) percent per annum, together with legal costs on a solicitor and own client full-indemnity basis (the "**Legal Costs**"). The amount of the Legal Costs may be obtained by contacting us.

To Summarize, you have: (i) liabilities of \$1,290,000.00 presently owing to RBC pursuant to your obligations under the First Guarantee; and (ii) liabilities of \$655,845.66 presently owing to RBC pursuant to your obligations under the Second Guarantee, for a total amount owing of \$1,945,845.66, plus applicable interest and the Legal Costs.

Be advised that if payment of the \$1,945,845.66 amount, together with applicable interest and the Legal Costs, is not delivered to our office in the form of a certified cheque or bank draft made payable to MLT Aikins LLP, In Trust, within ten (10) days of your receipt of this letter, RBC shall exercise such remedies against you as are available to it pursuant to the terms of the Guarantee and as at law generally.

This is a very serious matter. We trust that you will govern yourself accordingly.

Yours truly,

MLT AIKINS LLP

Per:



Dana M. Nowak

DMN:egh

Enclosures

Cc: Marlene Starenky (*Royal Bank of Canada*) – with enclosures
Cc: Fun Park Amusement Center (Winnipeg) Ltd. – with enclosures

This is Exhibit "GG" referred to in the
Affidavit of MARLENE STARENKY
Sworn before me this 20 day of February, 2021



Notary Public/ Commissioner for Oaths in and
for the Province of Alberta

TRISTEN POMERANCE
Barrister and Solicitor

MLT AIKINS

WESTERN CANADA'S LAW FIRM

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Dana M. Nowak

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Ameena Quazi
Legal Assistant

Direct Line: (780) 969-5091
E-mail: AQuazi@mltaikins.com

August 28, 2019

VIA REGISTERED MAIL

Baljot Singh Athwal
3668 – 30 Street NW
Edmonton, AB T6T 1K3

Dear Sir:

Re: Amounts Owing by Fun Park Amusement Centre (Winnipeg) Ltd. ("Fun Park") to Royal Bank of Canada (the "RBC") Guaranteed by Baljot Singh Athwal

File No.: 0001480-00208

We are counsel for RBC.

As at August 28, 2019, Fun Park is indebted to RBC in the amount of \$1,945,845.66 with respect to credit facilities under a Credit Agreement dated April 7, 2017 between RBC and Fun Park (the "**Credit Agreement**"), a Loan Agreement dated March 31, 2017 (the "**Loan Agreement**"), a Progress Payment Agreement dated June 23, 2017 (the "**Progress Agreement**"), and a Visa Business Card Agreement dated June 20, 2017 (the "**Visa Agreement**" and together with the Credit Agreement, Loan Agreement, and the Progress Agreement being, collectively, the "**Financing Agreements**"). Fun Park is in default of the terms of the Financing Agreements and by a letter dated August 28, 2019 (copy enclosed), formal written demand has been made by RBC of Fun Park to immediately pay the \$1,945,845.66 sum owing and Fun Park has been served with a Notice of Intention to Enforce Security issued in accordance with Section 244(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c. B-3.

By Guarantee and Postponement of Claim in writing dated April 15, 2017 (the "**Guarantee**"), you, jointly and severally with Manpreet Kaur Bhatthal and Ranjit Singh Gill, guaranteed payment to RBC of all debts and liabilities of Fun Park to a limit of \$1,290,000.00, together with interest thereon from the date of demand for payment at a rate equal to RBC's Prime Interest Rate plus five (5%) percent per annum. On behalf of RBC, we hereby demand immediate payment from you under the Guarantee of the sum of \$1,290,000.00 with interest thereon from the date hereof to the date of payment at a rate equal to RBC's Prime Interest Rate plus five (5%) percent per annum, together with legal costs on a solicitor and own client full-indemnity basis (the "**Legal Costs**"). The amount of the Legal Costs may be obtained by contacting us.

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Be advised that if payment of the \$1,290,000.00 amount, together with applicable interest and the Legal Costs, is not delivered to our office in the form of a certified cheque or bank draft made payable to MLT Aikins LLP, In Trust, within ten (10) days of your receipt of this letter, RBC shall exercise such remedies against you as are available to it pursuant to the terms of the Guarantee and as at law generally.

This is a very serious matter. We trust that you will govern yourself accordingly.

Yours truly,

MLT AIKINS LLP

Per:



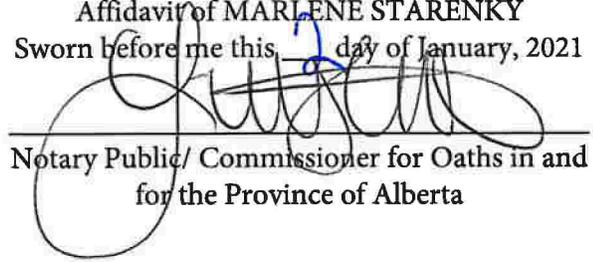
Dana M. Nowak

DMN:egh

Enclosures

Cc: Marlene Starenky (*Royal Bank of Canada*) – with enclosures
Cc: Fun Park Amusement Centre (Winnipeg) Ltd. – with enclosures

This is Exhibit "HH" referred to in the
Affidavit of MARLENE STARENKY
Sworn before me this 2 day of January, 2021



Notary Public/ Commissioner for Oaths in and
for the Province of Alberta

TRISTEN POMERANCE
Barrister and Solicitor

MLT AIKINS

WESTERN CANADA'S LAW FIRM

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Ameena Quazi
Legal Assistant
Direct Line: (780) 969-5091
E-mail: AQuazi@mltaikins.com

October 11, 2019

Via Courier

Baljot Singh Athwal c/o
Reynolds Mirth Richards & Farmer LLP
3200, 10180 – 101 Street NW
Edmonton, AB T5J 3W8

Attention: Atul Omkar

Dear Sir:

Re: Amounts Owing by Fun Park Amusement Center (Winnipeg) Ltd. ("Fun Park") to Royal Bank of Canada (the "RBC") Guaranteed by Baljot Singh Athwal

File No.: 0001480-00208

We are counsel for RBC.

As at August 28, 2019, Fun Park is indebted to RBC in the amount of \$1,945,845.66 with respect to credit facilities under a Credit Agreement dated April 7, 2017 between RBC and Fun Park (the "**Credit Agreement**"), a Loan Agreement dated March 31, 2017 (the "**Loan Agreement**"), a Progress Payment Agreement dated June 23, 2017 (the "**Progress Agreement**"), and a Visa Business Card Agreement dated June 20, 2017 (the "**Visa Agreement**" and together with the Credit Agreement, Loan Agreement, and the Progress Agreement being, collectively, the "**Financing Agreements**"). Fun Park is in default of the terms of the Financing Agreements and by a letter dated August 28, 2019 (copy enclosed), formal written demand has been made by RBC of Fun Park to immediately pay the \$1,945,845.66 sum owing and Fun Park has been served with a Notice of Intention to Enforce Security issued in accordance with Section 244(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c. B-3.

By Guarantee and Postponement of Claim in writing dated April 15, 2017 (the "**First Guarantee**"), you, jointly and severally with Manpreet Kaur Bhatthal and Ranjit Singh Gill, guaranteed payment to RBC of all debts and liabilities of Fun Park to a limit of \$1,290,000.00, together with interest thereon from the date of demand for payment at a rate equal to RBC's Prime Interest Rate plus five (5%) percent per annum. On behalf of RBC, we hereby demand immediate payment from you under the First Guarantee of the sum of \$1,290,000.00 with interest thereon from the date hereof to the date of payment at a rate equal to RBC's Prime Interest Rate plus five (5%) percent per annum, together with legal costs on a solicitor and own

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client full-indemnity basis (the "Legal Costs"). The amount of the Legal Costs may be obtained by contacting us.

By a second Guarantee and Postponement of Claim in writing also dated April 15, 2017 (the "Second Guarantee"), you, jointly and severally with Manpreet Kaur Bhatthal and Ranjit Singh Gill, guaranteed payment to RBC of all debts and liabilities of Fun Park to a limit of \$1,290,000.00, together with interest thereon from the date of demand for payment at a rate equal to RBC's Prime Interest Rate plus three (3%) percent per annum. On behalf of RBC, we hereby demand immediate payment from you under the Second Guarantee of the sum of \$655,845.66 with interest thereon from the date hereof to the date of payment at a rate equal to RBC's Prime Interest Rate plus three (3%) percent per annum, together with the Legal Costs.

To Summarize, you have: (i) liabilities of \$1,290,000.00 presently owing to RBC pursuant to your obligations under the First Guarantee; and (ii) liabilities of \$655,845.66 presently owing to RBC pursuant to your obligations under the Second Guarantee, for a total amount owing of \$1,945,845.66, plus applicable interest and the Legal Costs.

Be advised that if payment of the \$1,945,845.66 amount, together with applicable interest and the Legal Costs, is not delivered to our office in the form of a certified cheque or bank draft made payable to MLT Aikins LLP, In Trust, within ten (10) days of your receipt of this letter, RBC shall exercise such remedies against you as are available to it pursuant to the terms of the Guarantee and as at law generally.

This is a very serious matter. We trust that you will govern yourself accordingly.

Yours truly,

MLT AIKINS LLP

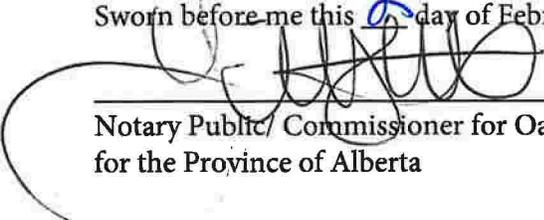
Per: 

Dana M. Nowak

DMN:egh
Enclosures

Cc: Marlene Starenky (*Royal Bank of Canada*) – with enclosures
Cc: Fun Park Amusement Center (Winnipeg) Ltd. – with enclosures

This is Exhibit "II" referred to in the
Affidavit of MARLENE STARENKY
Sworn before me this 2 day of February, 2021



Notary Public/ Commissioner for Oaths in and
for the Province of Alberta

TRISTEN POMERANCE
Barrister and Solicitor

MLT AIKINS

WESTERN CANADA'S LAW FIRM

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F: (780) 969-3549

Dana M. Nowak

Direct Line: (780) 969-3506
E-mail: DNowak@mltaikins.com

August 28, 2019

VIA REGISTERED MAIL

Ameena Quazi

Legal Assistant
Direct Line: (780) 969-5091
E-mail: AQuazi@mltaikins.com

Ranjit Singh Gill
6015 – 165 Avenue NW
Edmonton, AB T5Y 0A9

Dear Sir:

Re: Amounts Owing by Fun Park Amusement Centre (Winnipeg) Ltd. ("Fun Park") to Royal Bank of Canada (the "RBC") Guaranteed by Ranjit Singh Gill

File No.: 0001480-00208

We are solicitors for RBC in connection with the above-noted matter.

As at August 28, 2019, Fun Park is indebted to RBC in the amount of \$1,945,845.66 with respect to credit facilities under a Credit Agreement dated April 7, 2017 between RBC and Fun Park (the "**Credit Agreement**"), a Loan Agreement dated March 31, 2017 (the "**Loan Agreement**"), a Progress Payment Agreement dated June 23, 2017 (the "**Progress Agreement**"), and a Visa Business Card Agreement dated June 20, 2017 (the "**Visa Agreement**" and together with the Credit Agreement, Loan Agreement, and the Progress Agreement being, collectively, the "**Financing Agreements**"). Fun Park is in default of the terms of the Financing Agreements and by a letter dated August 28, 2019 (copy enclosed), formal written demand has been made by RBC of Fun Park to immediately pay the \$1,945,845.66 sum owing and Fun Park has been served with a Notice of Intention to Enforce Security issued in accordance with Section 244(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c. B-3.

By Guarantee and Postponement of Claim in writing dated April 15, 2017 (the "**Guarantee**"), you, jointly and severally with Manpreet Kaur Bhatthal and Baljot Singh Athwal, guaranteed payment to RBC of all debts and liabilities of Fun Park to a limit of \$1,290,000.00, together with interest thereon from the date of demand for payment at a rate equal to RBC's Prime Interest Rate plus five (5%) percent per annum. On behalf of RBC, we hereby demand immediate payment from you under the Guarantee of the sum of \$1,290,000.00 with interest thereon from the date hereof to the date of payment at a rate equal to RBC's Prime Interest Rate plus five (5%) percent per annum, together with legal costs on a solicitor and own client full-indemnity basis (the "**Legal Costs**"). The amount of the Legal Costs may be obtained by contacting us.

MLT AIKINS

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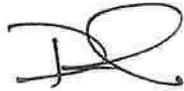
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This is a very serious matter. We trust that you will govern yourself accordingly.

Yours truly,

MLT AIKINS LLP

Per:



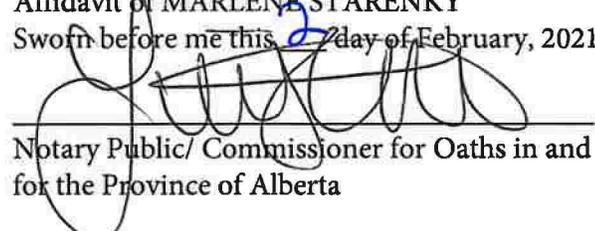
Dana M. Nowak

DMN:egh

Enclosures

Cc: Marlene Starenky (*Royal Bank of Canada*) – with enclosures
Cc: Fun Park Amusement Centre (Winnipeg) Ltd. – with enclosures

This is Exhibit "JJ" referred to in the
Affidavit of MARLENE STARENKY
Sworn before me this 27 day of February, 2021



Notary Public/ Commissioner for Oaths in and
for the Province of Alberta

TRISTEN POMERANCE
Barrister and Solicitor

October 11, 2019

Via Courier

Ranjit Singh Gill c/o
Reynolds Mirth Richards & Farmer LLP
3200, 10180 – 101 Street NW
Edmonton, AB T5J 3W8

Attention: Atul Omkar

Dear Sir:

Re: Amounts Owing by Fun Park Amusement Center (Winnipeg) Ltd. ("Fun Park") to Royal Bank of Canada (the "RBC") Guaranteed by Ranjit Singh Gill

File No.: 0001480-00208

We are solicitors for RBC in connection with the above-noted matter.

We reference our letter to you dated August 28, 2019, wherein we made a demand upon you for the sum of \$1,290,000.00 pursuant to a Guarantee and Postponement of Claim in writing dated April 15, 2017 provided by you to RBC (the "**First Guarantee**").

As at August 28, 2019, Fun Park is indebted to RBC in the amount of \$1,945,845.66 with respect to credit facilities under a Credit Agreement dated April 7, 2017 between RBC and Fun Park (the "**Credit Agreement**"), a Loan Agreement dated March 31, 2017 (the "**Loan Agreement**"), a Progress Payment Agreement dated June 23, 2017 (the "**Progress Agreement**"), and a Visa Business Card Agreement dated June 20, 2017 (the "**Visa Agreement**" and together with the Credit Agreement, Loan Agreement, and the Progress Agreement being, collectively, the "**Financing Agreements**"). Fun Park is in default of the terms of the Financing Agreements and by a letter dated August 28, 2019 (copy enclosed), formal written demand has been made by RBC of Fun Park to immediately pay the \$1,945,845.66 sum owing and Fun Park has been served with a Notice of Intention to Enforce Security issued in accordance with Section 244(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c. B-3.

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immediate payment from you under the Guarantee of the sum of \$655,845.66 with interest thereon from the date hereof to the date of payment at a rate equal to RBC's Prime Interest Rate plus three (3%) percent per annum, together with legal costs on a solicitor and own client full-indemnity basis (the "Legal Costs"). The amount of the Legal Costs may be obtained by contacting us.

To Summarize, you have: (i) liabilities of \$1,290,000.00 presently owing to RBC pursuant to your obligations under the First Guarantee; and (ii) liabilities of \$655,845.66 presently owing to RBC pursuant to your obligations under the Second Guarantee, for a total amount owing of \$1,945,845.66, plus applicable interest and the Legal Costs.

Be advised that if payment of the \$1,945,845.66 amount, together with applicable interest and the Legal Costs, is not delivered to our office in the form of a certified cheque or bank draft made payable to MLT Aikins LLP, In Trust, within ten (10) days of your receipt of this letter, RBC shall exercise such remedies against you as are available to it pursuant to the terms of the Guarantee and as at law generally.

This is a very serious matter. We trust that you will govern yourself accordingly.

Yours truly,

MLT AIKINS LLP

Per: 

Dana M. Nowak

DMN:egh

Enclosures

Cc: Marlene Starenky (*Royal Bank of Canada*) – with enclosures
Cc: Fun Park Amusement Center (Winnipeg) Ltd. – with enclosures