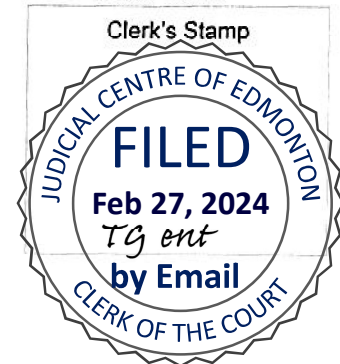


COURT FILE NUMBER 2403 03944
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON
PLAINTIFF ROYNAT INC.
DEFENDANTS JANMAR INVESTMENTS (ALBERTA) LTD.,
1406676 ALBERTA LTD., MARJORIE CARR
and WARD FLEMING
DOCUMENT **AFFIDAVIT of CIAN MCDONNELL**

Form 49
Rule 13.19



ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
DUNCAN CRAIG LLP
Lawyers Mediators
2800 Rice Howard Place
10060 Jasper Avenue
Edmonton, Alberta T5J 3V9
Lawyer: DARREN R. BIEGANEK, KC
Telephone: (780) 441-4386
Fax: (780) 428-9683
Email: dbieganek@dcllp.com
File Number: 212586

AFFIDAVIT OF CIAN MCDONNELL

Sworn on February 26, 2024

I, Cian McDonnell, of the City of Pickering, in the Province of Ontario, SWEAR AND SAY THAT:

1. I am a Senior Manager with the Investment Enhancement Group of Roynat Inc. ("Roynat") and as such, the matters herein deposed to are based on my personal knowledge or on my review of the books and records maintained by Roynat in the ordinary course of its business, entries in which books and records are made reasonably contemporaneously with Roynat's business transactions as they occur. To the extent my information is based on information and belief, I have indicated the source of my information and do verily believe such information to be true.

Loan Agreements and Janmar Security

2. By an Offer of Finance dated January 25, 2017, the Plaintiff agreed to provide Janmar Investments (Alberta) Ltd. ("Janmar") with financing in the total principal sum of \$8,050,000.00 (the "Loan Agreement #1"), together with interest thereon at the Plaintiff's annual fixed interest rate established from time to time plus 8.78% per annum, calculated and compounded monthly, and costs on a solicitor and own client full indemnity basis.
3. By an Offer of Finance dated August 31, 2017, the Plaintiff agreed to provide Janmar with financing in the total principal sum of \$1,000,000.00 (the "Loan Agreement #2", with Loan Agreement #1 and Loan Agreement #2 being the "Loan Agreements"), together with interest thereon at the Plaintiff's Canadian Variable Rate (as defined in

Loan Agreement #2) plus 4.00% per annum (or after a satisfactory lease is entered into on the Janmar Lands, plus 3.00% per annum), calculated and compounded monthly and costs on a solicitor and own client full indemnity basis.

4. The Loan Agreements are attached collectively as **Exhibit "A"**.
5. By a Demand Debenture made by Janmar on February 7, 2017, and registered in the Land Titles Office for the Alberta Land Registration District on March 6, 2017 as instrument number 172 060 051, attached as **Exhibit "B"**, Janmar agreed to pay on demand to the Plaintiff all amounts owing under the Loan Agreements up to the principal sum of \$11,00,000.00 plus interest at the rate of 25% per annum payable monthly (the "**Janmar Debenture**"). Under the Janmar Debenture, as continuing security for the payment and performance of all present and future indebtedness by Janmar to the Plaintiff, Janmar granted a mortgage and charge to and in favour of the Plaintiff in, among other property, the following:
 - (a) PLAN 1520043
BLOCK 2
LOT 4
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 0.596 HECTARES (1.47 ACRES) MORE OR LESS
("**Janmar Lands**");
 - (b) All of its freehold and leasehold real and immovable property;
 - (c) All of its present and after acquired personal property;
 - (d) All accounts, instruments, debts which are then due, owing or accruing due or which may thereafter become due, owing or accruing due to Janmar together with all records (whether in writing or not) and all other documents of every kind in which in any way evidence or relate to any or all accounts, instruments and debts; and
 - (e) All of its present and after acquired inventory.
6. By the Janmar Debenture, Janmar agreed that upon default, the Plaintiff could, among other remedies, appoint a person to be a receiver of any or all of Janmar's present or after acquired personal or real property.
7. By the Loan Agreements and Janmar Debenture, Janmar agreed to pay the Plaintiff when due, all amounts (whether principal, interest calculated at the rate specified therein, or other sums) owing to the Plaintiff and further agreed to pay, on demand, all legal and other costs incurred by the Plaintiff in respect of the credit facilities, including, without restriction, for the preparation, registration or realization on the security and collection of the indebtedness, all with legal costs on a solicitor and his own client full indemnity basis.
8. By a General Assignment of Leases and Rents dated February 7, 2017, attached as **Exhibit "C"**, Janmar agreed, among other things, that the Plaintiff is authorized, at the Plaintiff's option, to deliver to any or all tenants of the Janmar Lands a notice to pay all rents to the Plaintiff.

9. Attached and marked respectively as **Exhibits "D" and "E"** are copies of a Land Titles search confirming registration of the Janmar Debenture against the Janmar Lands and an Alberta Personal Property Registry search confirming registration of the Plaintiff's financing statement.
10. Attached as **Exhibit "F"** is a corporate search of Janmar.

Guarantees and Other Security

11. In consideration for the Loan Agreements and the Plaintiff extending credit from time to time to Janmar:
 - (a) 1406676 Alberta Ltd. ("**140**") executed and delivered a written guarantee of Janmar to the Plaintiff dated February 7, 2017, by which 140 guaranteed unconditionally and promised to pay to the Plaintiff all debts and liabilities of Janmar to the Plaintiff, present or future, plus interest thereon and any and all costs, charges and expenses which may be incurred by the Plaintiff in recovering any indebtedness of Janmar thereby guaranteed or in enforcing the guarantee, including, without limitation, lawyer fees on a solicitor and his own client full indemnity basis (the "**140 Guarantee**");
 - (b) Ward Fleming ("**Fleming**") executed and delivered a written guarantee of Janmar to the Plaintiff dated February 7, 2017, by which Fleming guaranteed unconditionally and promised to pay to the Plaintiff all debts and liabilities of Janmar to the Plaintiff, present or future, up to a maximum of \$1,000,000 plus interest thereon and any and all costs, charges and expenses which may be incurred by the Plaintiff in recovering any indebtedness of Janmar thereby guaranteed or in enforcing the guarantee, including, without limitation, lawyer fees on a solicitor and his own client full indemnity basis (the "**Fleming Guarantee**"); and
 - (c) Marjorie Carr ("**Marjorie**") executed and delivered a written guarantee of Janmar to the Plaintiff dated April 23, 2021, by which Marjorie guaranteed unconditionally and promised to pay to the Plaintiff all debts and liabilities of Janmar to the Plaintiff, present or future, up to a maximum of \$1,000,000 plus interest thereon and any and all costs, charges and expenses which may be incurred by the Plaintiff in recovering any indebtedness of Janmar thereby guaranteed or in enforcing the guarantee, including, without limitation, lawyer fees on a solicitor and his own client full indemnity basis (the "**Marjorie Guarantee**");

(collectively, the "**Guarantees**").
12. The Guarantees are attached collectively as **Exhibit "G"**.

Default Forbearance Agreement


13. Janmar defaulted under the terms and conditions of the Loan Agreements and Janmar Debenture on or about September 29, 2022 and the Plaintiff did demand payment of the indebtedness from the Defendants (the "**Demand**") and further issued, to the corporate Defendants, a Notice of Intention to Enforce Security pursuant to Section 244 of the

Bankruptcy and Insolvency Act (Canada). The demand letters and section 244 notices are attached as **Exhibit "H"**.


14. By a Forbearance Agreement dated effective November 2022 (the "**Forbearance Agreement**"), attached as **Exhibit "I"** (with certain schedules omitted for brevity), between, among other parties, Janmar, 140, Marjorie, Fleming and the Plaintiff, Janmar, 140, Marjorie and Fleming acknowledged, among other things, that:
 - (a) Janmar was in default of its obligations to the Plaintiff;
 - (b) The indebtedness and loans made by the Plaintiff to Janmar were due and owing;
 - (c) The Guarantees were validly executed;
 - (d) There was no defence or set-off available to either Janmar or 140, Marjorie or Fleming to the claims of the Plaintiff for repayment of the loans or for payment under the Guarantees; and
 - (e) All legal fees on a solicitor and own client fully indemnity basis in connected with preparation and enforcement of the Forbearance Agreement or any of the Loan Agreements, Janmar Debenture or related security shall form part of the indebtedness.
15. By the Forbearance Agreement, the Defendants irrevocably executed and delivered to the Plaintiff, among other items, a Consent Receivership Order and Consent Judgment.
16. By a Forbearance Amending and Extension Agreement dated June 8, 2023, attached as **Exhibit "J"**, between Janmar, 140, Marjorie, Fleming and the Plaintiff, the parties agreed, among other things, to extend the forbearance period, and the deadline for Janmar to pay the indebtedness owing to the Plaintiff, to October 31, 2023.
17. The forbearance period under the Forbearance Agreement, as amended, has expired and the indebtedness is fully due and owing to the Plaintiff.
18. As of February 23, 2024, there is due and owing to the Plaintiff by Janmar the amount of \$5,516,385.13 plus interest which continues to accrue pursuant to the terms of the Loan Agreements together with costs on a solicitor and his own client full indemnity basis, as seen from the statement attached as **Exhibit "K"**.
19. As of February 23, 2024:
 - (a) 140 is indebted to the Plaintiff pursuant to the 140 Guarantee in the amount of \$5,516,385.13 plus interest which continues to accrue pursuant to the terms of the Loan Agreements together with costs on a solicitor and his own client full indemnity basis;
 - (b) Marjorie is indebted to the Plaintiff pursuant to the Marjorie Guarantee in the amount of \$1,000,000.00 plus interest thereon after the Demand at the rate pursuant to the Loan Agreement, which continues to accrue together with costs on a solicitor and his own client full indemnity basis; and

- (c) Fleming is indebted to the Plaintiff pursuant to the Fleming Guarantee in the amount of \$1,000,000.00 plus interest thereon after the Demand at the rate pursuant to the Loan Agreement, which continues to accrue together with costs on a solicitor and his own client full indemnity basis.
20. Notwithstanding the over 16 month time period since first issuing demand to Janmar and the other Defendants to permit the Defendants time to reorganize their business and financial affairs, including time to solicit a sale of the Janmar Lands, both informally and formally through the Forbearance Agreement, the indebtedness has not been repaid, nor has a sale of Janmar Lands been completed.
21. Due in part to the passage of time without repayment in fully of the indebtedness, the expiry of any forbearance period and without any sale of the Janmar Lands, the Plaintiff has lost confidence in the ability of Janmar to manage its financial affairs.
22. Further, the Janmar Debenture permits the Plaintiff to appoint a Receiver in the event of default and pursuant to the Forbearance Agreement, Janmar irrevocably agreed to the appointment of a Receiver.
23. MNP Ltd. has consented to act as receiver of Janmar. Attached as **Exhibit "L"** is an executed copy of the consent to act.
24. I make this Affidavit in support of an appointment of a Receiver over the Janmar lands and any of Janmar's current and future assets, undertakings and properties of every nature and kind whatsoever on the Janmar Lands, and an application for judgment against the Defendants.

SWORN BEFORE ME at Toronto, Ontario,)
this 26th day of February, 2024)



Commissioner for Oaths in and for Ontario)
Kristen Riess ESO#61681K)



Cian McDonnell

Roynat > CAPITAL™

January 25, 2017

Confidential

Janmar Investments (Alberta) Ltd.
c/o Carr & Long
Barristers & Solicitors
Suite 2400, 10303 Jasper Avenue
Edmonton, AB T5J 3N6

Attention: Ward Fleming, Director

RE: Offer of Finance

Dear Sir:

We are pleased to confirm that Roynat Inc. ("Roynat") offers to Janmar Investments (Alberta) Ltd. (the "Borrower") the financing described herein, on and subject to the terms and conditions described in the Financing Terms and Conditions attached hereto.

If the arrangements set out in this letter and in the attached Financing Terms and Conditions (collectively, the "Offer of Finance") are acceptable to you, please confirm your acceptance by signing the enclosed copy of this letter in the space indicated below, and return the same to us together with your cheque in the amount of \$20,000 in payment of the balance of the commitment fees set out in the Financing Terms and Conditions, as well as the enclosed privacy consent form and pre-authorized payment form, no later than February 3, 2017 failing which this Offer of Finance will be null and void.


By signing this Offer of Finance, you confirm that the products and services offered to you will not be used by persons other than those indicated herein, for whom those products and services are intended, unless information pertaining to such persons has been disclosed to Roynat by way of its standard "Third Party Determination" form.

Thank you for giving us the opportunity to contribute to your company's long-term financing. We appreciate your interest and look forward to receiving your acceptance.

Yours truly,

Roynat Inc.

Per:


Name: Brian Budgell
Title: Senior Associate Director

Address: #203, 10060 Jasper Avenue, Edmonton, AB T5J 3R8
Attention: Brian Budgell
Fax: (780) 426-3456
E-mail: brian.budgell@roynat.com

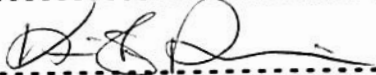
#203, 10060 Jasper Avenue, Edmonton, AB T5J 3R8
www.roynat.com

This is Exhibit " A " referred to
in the Affidavit of

.....Cian McDonnell.....

Sworn before me this...26... day

of...February....., 20.24


.....
A Commissioner for Oaths in and for Ontario

ACCEPTED this 1st day of February 2017.

Borrower:

Janmar Investments (Alberta) Ltd.

Per: [Signature]
Name: Ward Fleming
Title: Director

Per: [Signature]
Name: [Signature]
Title: Director

Address:
Suite 2400, 10303 Jasper Avenue
Edmonton, AB T5J 3N6

Attention: Ward Fleming
Fax: _____
E-mail: ward@flemingdev.com

Guarantor:

1406676 Alberta Ltd.

Per: [Signature]
Name: Ward Fleming
Title: Director

Per: _____
Name: _____
Title: _____

Address:
Suite 2400, 10303 Jasper Avenue
Edmonton, AB T5J 3N6

Attention: Ward Fleming
Fax: _____
E-mail: ward@flemingdev.com

and by Guarantors:

Signature: [Signature]
Name: James Carr

Address:
Suite 2400, 10303 Jasper Avenue
Edmonton, AB T5J 3N6
Fax: 780-429-4511
E-mail: _____

jcarr@carrand
long.ca

Signature: [Signature]
Name: Ward Fleming

Address:
29 Braeside Terrace
Sherwood Park, AB T8A 3V6
Fax: _____
E-mail: ward@flemingdev.com

FINANCING TERMS AND CONDITIONS

Offer of Finance dated January 27, 2017

LENDER: Loan A: Roynat Inc. ("Roynat")
BORROWER: Janmar Investments (Alberta) Ltd. (the "Borrower")
CURRENCY: All sums indicated in this Offer of Finance (including all the Appendices hereto, this "Agreement") are in Canadian dollars, unless otherwise indicated.

PROGRAM

Avallment of funds		Source of funds	
Purchase property at 260-262 Mackay Cres., Fort McMurray, AB	\$3,750,000	Roynat Inc.: Loan A: Term Loan	\$8,050,000
Payout CWB existing debt secured by property at 370 Falconer Cres., Fort McMurray, AB.	\$4,300,000		
Total:	\$8,050,000	Total:	\$8,050,000

Changes may only be made to the program as described above (the "Program") with the prior written consent of Roynat.

LOANS: Loan A: Term loan for an amount in principal of \$8,050,000. (the "Loan")

INTEREST: Loan A: Canadian Variable Rate plus 4.00% per annum. For information purposes only, the Canadian Variable Rate as of today's date is 1.44% per annum.

Upon Roynat receiving a satisfactory lease on 260-262 Mackay Cres., Fort McMurray, AB, the interest rate will be as follows:

Canadian Variable Rate plus 3.00% per annum. For information purposes only, the Canadian Variable Rate as of today's date is 1.44% per annum.

Interest accrued during each Interest Period with respect to the principal balance from time to time outstanding under the Loan shall be calculated and compounded monthly and payable monthly on the 15th day of each month. Any amount of principal or interest which is not paid when due shall bear interest at the Default Rate, compounded monthly, both before and after maturity, default and judgment and shall be payable on demand.

After the first Advance, Roynat will provide the Borrower monthly with a written confirmation of the interest rate applicable to the Loan and the amount of interest payable during the current month at least five days prior to each interest payment date but the non-receipt of any such notice shall in no way limit or negate the obligations of the Borrower to pay interest on such payment date.

**OPTION TO CONVERT
TO / EXTEND A FIXED
RATE:**

The Borrower may, at any time during any period in which Loan A bears interest at the Canadian Variable Rate, or at least five (5) Business Days prior to the expiry of any period during which a Loan bears interest at a fixed rate, ask Roynat to convert this Loan to a loan bearing interest at a fixed rate or ask Roynat to set a new term during which this Loan will bear interest at a fixed rate, subject to the conditions set out in Appendix "A".

DISBURSEMENT DATE:

The full amount of the Loan must be disbursed no later than May 31, 2017 (the "Lapse Date") unless Roynat decides to extend this date at its absolute discretion, failing which all of Roynat's obligations hereunder, including Roynat's obligations to make any Advance hereunder, will terminate and be cancelled and Roynat will keep all the fees indicated under the heading "Fees" below.

FEES:

The Borrower shall pay Roynat the following fees:

1. A non-refundable commitment fee in the amount of \$40,000. The application fee in the amount of \$20,000 already paid is now earned and will be applied against the commitment fee. The balance of \$20,000 is earned and is due and payable in full by the Borrower at the time the Borrower accepts this agreement;
2. Stand-by fees in an amount equal to one percent (1%) per annum on the undisbursed portion of Loan A from March 31, 2017 until the date the Loan is disbursed in full. The stand-by fees are calculated daily and payable monthly on the 15th of each month and Roynat may, at its option, deduct any standby fees payable from amounts disbursed hereunder;
3. Late fees in the amount of \$250 (interim) and \$500 (external) per month or per occurrence for any delay over five (5) days in submitting to Roynat any of the documents that are to be submitted to it as stipulated under the "Financial Reporting" heading below;

4. Cancellation fees in an amount equal to three percent (3%) of the undisbursed portion of the Loan if the full amount of the Loan has not been disbursed by the Lapse Date at the latest for one of the following reasons:
- A. the Borrower has failed to raise the other sources of financing described in the Program or has chosen to use another lender to raise some or all of the financing described in the Program;
 - B. the Borrower has chosen not to follow up on this financing; however, the cancellation fees will not be payable in the event the financing is intended to finance an acquisition deal and that the financing cannot take place because the seller failed to meet its obligations;
 - C. the Borrower failed to disclose important information to Roynat prior to the Lapse Date; or
 - D. the Borrower failed to meet the conditions precedent to the disbursement of the Loan by the Lapse Date at the latest.

REPAYMENT:

The Loan principal is repayable as follows:


Number of payments	Amount of principal	Frequency	Due On	Ending On	Approx. Total \$
12	\$21,400	Monthly	Mar 15, 2017	Feb 15, 2018	\$256,800
12	\$22,350	Monthly	Mar 15, 2018	Feb 15, 2019	\$268,200
11	\$23,350	Monthly	Mar 15, 2019	Jan 15, 2020	\$256,850
1	\$7,268,150	Once	Feb 15, 2020	Feb 15, 2020	\$7,268,150
				Total	\$8,050,000

All principal and interest payments stipulated herein are payable in the currency in which the Advance was made on the 15th of each month, unless expressly specified otherwise. Notwithstanding the foregoing, Roynat may, at its absolute discretion, postpone the start date of the repayment schedule set out above in the event there is a delay in disbursing the Loan.

The balance of the principal, if any, together with any interest, costs or other amounts owing hereunder will be payable on the date of the last payment provided for above.

PREPAYMENT:

If the Loan bears interest at a floating rate, the Borrower may make prepayments, in whole or in part, at any time, on payment of compensation equal to the greater of, (i) three percent (3%) of the principal repaid, or (ii)

X INITIAL: 

three (3) months' interest on the principal prepaid at the rate then applicable to this Loan, provided the funds used for prepayment have been internally generated from normal course business operations. If the funds are from any other source, then the payment of compensation to Roynat will be equal to the greater of, (i) six percent (6%) of the principal repaid, or (ii) six (6) months' interest on the principal prepaid at the rate then applicable to this Loan.

Notwithstanding the preceding, the Borrower may repay, once a year without penalty, on the anniversary date of the final disbursement of the Loan in question, an amount not exceeding 20% of the outstanding balance on the date of prepayment, non-cumulatively. This option does not apply if the Loan bears interest at a fixed rate.

Roynat will be given first right of refusal for the development/construction on Lot 16, Block 29, Plan 9824566 should the borrower decide to develop the parcel. If Roynat is unable to finance the development, or if the borrower is able to find financing that is better than what Roynat is able to provide, then Roynat will allow partial discharge of Lot 16, Block 29, Plan 9824566 with the pay down of the loan to maintain 75% loan to value on the residual security. The amount of the loan paid down required for partial discharge will be subject to a 3% penalty.

Any principal prepaid shall be applied to the principal payable hereunder in inverse order of maturity.

**CONDITIONS
PRECEDENT:**

The disbursement of the first Advance is subject to the submission to Roynat of the following documents, in form and content acceptable to Roynat and its legal advisors, and to the fulfilment of the other conditions precedent stipulated herein:

1. Confirmation that the Program and any required funding has been carried out in accordance with its description under the heading "Program" above without amendment.
2. A pre-authorized payment form together with a cheque from the Borrower marked "Void" in respect of the account from which payments will be withdrawn.
3. Favourable legal opinion issued by the legal advisors of the Borrower and, if applicable, of the Corporate Guarantor(s) on all the financing set out herein.
4. Completion of legal documentation satisfactory to Roynat.
5. The other funds, if any, required to finance the Program have been provided.
6. Roynat is to be provided with authority by way of a Canada Revenue Agency Business Consent Form for Janmar Investments (Alberta) Ltd. and 1406676 Alberta Ltd. permitting the release of information

to Roynat Inc.

7. Completion of due diligence and additional information obtained as may be required.
8. Evidence of all proper permits, including a Certificate of Occupancy for property at 370 Falconer Cres. satisfactory to Roynat *or an undertaking to provide the same as attached*
9. Executed lease with Shale Industries which is satisfactory to Roynat to be provided.
10. Executed lease with Tristar Hydrovac which is satisfactory to Roynat to be provided.
11. Principals to provide signed Personal Network Statements on Roynat forms.
12. The other conditions precedent under the heading "Conditions Precedent" in Appendix "A".
13. Any other documents that Roynat may reasonably require.

SECURITY:

The obligations of the Borrower and, if applicable, each Guarantor under this Offer of Finance will be secured at all times by the following security in form and content acceptable to Roynat (collectively, the "Security Documents"):

A. Borrower

1. Debenture in the principal amount of \$8,050,000 creating a first ranking fixed and specific charge on, and security interest in, the real property described in Appendix "B" as well as a security interest in, all of the other the present and future tangible and intangible personal and real property of the Borrower, including without limitation, the property described in Appendix "B", subject only to Permitted Liens;
2. General Assignment of Leases and Rents in respect of the real property described in Appendix "B";
3. Assignment of insurance appropriate to the risks involved, with loss payable to either/or (as their interests may appear) Roynat Inc. and Roynat Capital Inc. as mortgagee;

B. Guarantor

4. Personal guarantee in the amount of \$1,000,000 by Ward Fleming collectively, the "Guarantor";
5. Personal guarantee in the amount of \$1,000,000 by James Carr collectively, the "Guarantor";
6. Corporate guarantee for the full amount of the Loan by 1406676 Alberta Ltd. (the "Guarantor") supported by a General Security Agreement creating a floating security interest in all of the present and future tangible and intangible personal and real property of the

Guarantor including, without limitation, the personal property described in Appendix "B", if any, subject only to Permitted Liens.

C. General

7. Postponement and Subordination agreement between Roynat and the shareholders, concerning any loans for the full amounts advanced to the borrower & guarantors granted by each of the shareholders to the Borrower on terms and conditions acceptable to Roynat
8. Any other security that Roynat and its legal advisors may reasonably require.

**FINANCIAL
COVENANTS:**

The following financial covenants must be complied with by the Borrower and will be verified by Roynat semi-annually on the basis of the most recent financial statements of the Borrower and the Guarantor submitted to Roynat pursuant hereto:

1. Maintain a Debt Service Coverage Ratio equal to or greater than 1.10:1 at all times.

PROPERTY TAXES:

The Borrower undertakes to give to Roynat on an annual basis, upon receipt of and at least thirty (30) days before their due date, a copy of the property tax bills for the Property as well as proof of their payment without subrogation before their due date. In the event the Borrower fails to do so, the Borrower undertakes to give to Roynat, at the same time as the interest payments provided for herein, additional, equal and consecutive payments that are sufficient in Roynat's opinion to ensure that Roynat has the necessary funds to pay all the property taxes on the Real Property when due. As long as an Event of Default has not occurred, the amounts so remitted to Roynat shall be applied to the payment of the property taxes on their due date; if these amounts are not sufficient to pay the said taxes in full, the Borrower shall remit the difference to Roynat at least five (5) days before the due date of the bills. Roynat is not responsible for any penalty, interest or other damages if the property taxes are not paid on time. After an Event of Default has occurred, Roynat may apply these funds collected for the taxes to the payment of any amounts owing to it at its discretion. Roynat shall credit annual interest equal to the Canadian Variable Rate less two percent (2%) per annum on the funds deposited, for the period during which they are not used.

OTHER COVENANTS:

- A. Without Roynat's prior written consent, the Borrower and Guarantor shall not:
 1. generate, contract, accept responsibility for or allow the existence of any debt other than (i) debt provided for in this Offer of Finance; (ii) deferred taxes; and (iii) other obligations that Roynat may approve in writing from time to time;

2. directly or indirectly, grant loans to, provide financial assistance in favour of, or make investments in any Person;
3. redeem all or part of the shares of its share capital;
4. cause or permit a change in Control;
5. Guarantees, Advances, or Investments: You will not, nor will you allow any subsidiary, to guarantee loans, make investments, or make advances to any other person or corporation, without obtaining Roynat's prior written consent.

B. The Borrower, and the Guarantors, shall:

6. On request provide Roynat with evidence confirming all super-priority remittances are current. Super-priorities include all statutory remittances including but not limited to source deductions for income tax, CPP, and employment insurance premiums;

The Borrower and Guarantors, as applicable shall also comply with each of the covenants described in Appendix "A".

**FINANCIAL
REPORTING:**

As long as any Loan remains in effect or a sum due hereunder remains unpaid, the Borrower and Guarantor, 1406676 Alberta Ltd. will submit to Roynat the following documents in form and content acceptable to Roynat:

1. Annual Notice to Reader financial statements of the Borrower and the Guarantor, no later than 90 days following the end of each fiscal period;
2. Unaudited semi-annual financial statements of the Borrower and the Guarantor, no later than 30 days following the end of such period;
3. any other documents, reports and financial information that Roynat may reasonably require from time to time.

Notwithstanding the preceding, Roynat reserves the right to require in the future that the financial statements of the Borrower submitted to Roynat be audited, and the Borrower undertakes to submit such financial statements to Roynat following a written request to that effect.

EXPENSES:

The Borrower undertakes to pay to Roynat on demand all the legal and other costs and expenses incurred by Roynat from time to time, including, without limitation, for, (i) the preparation, negotiation, signing and registration of the Financing Documents as well as any amendment or waiver of the terms thereof, (ii) perfecting and keeping perfected any security interests created by any of the Security Documents, (iii) maintaining the intended priority of any security interests created by any of the Security Documents, and (iv) if applicable, for any survey,

appraisal and inspection charges concerning the Collateral and the fees and charges for any search regarding the grantor's title, the whole whether or not the Financing Documents are signed by the Borrower or whether an Advance has been made to the Borrower or not. The said legal and other costs payable at the time of the first Advance made hereunder shall be deducted from the first Advance.

COPIES:

This Offer of Finance may be signed in several counterparts and all such counterparts taken together shall constitute one agreement. Delivery of an executed counterpart of this Offer of Finance by facsimile, including, without limitation, by facsimile transmission or by electronic delivery in portable document format (".pdf") or tagged image file format (".tif"), shall be equally effective as delivery of a manually executed counterpart thereof. Any party delivering an executed counterpart of this Offer of Finance by facsimile, .pdf, or .tif, shall also deliver a manually executed counterpart thereof but failure to do so shall not affect the validity, enforceability or binding effect of this Offer of Finance.

DEFINITIONS:

In this Offer of Finance, unless otherwise required by context:

1. "Canadian Fixed Rate" shall mean the annual interest rate established by Roynat from time to time as being its reference rate for a fixed rate term loan having a term approximately equal to the term chosen by the Borrower which is granted by Roynat to its clients in CAD dollars and which Roynat refers to as being its base Canadian fixed rate for the applicable term.
2. "Canadian Variable Rate" shall mean the interest rate set for each Reference Period by adding 50 one hundredths of a percent (0.50%) to the arithmetic mean (rounded off to three decimal points) of the bankers' acceptance rate in Canadian dollars for this period established by referring to the rate posted on each Business Day around ten o'clock a.m. (10:00), Toronto time, on the Reuters screen on the CDOR page under "BA 1 month" (as defined by the International Swaps and Derivatives Association, Inc.). If such rate does not appear on the CDOR page for a Business Day during the period concerned, then the applicable rate for that day shall be The Bank of Nova Scotia's prime rate in effect at approximately the same time.
3. "Combined" refers to the combined accounts of the Borrower, and the Guarantor in accordance with GAAP and without duplication.
4. "Debt" shall mean the total liabilities of the person concerned including, without limitation, obligations for borrowed money, letters of credit or letters of guarantee and bankers' acceptances, capital lease obligations, obligations under sale-leaseback arrangements and the maximum redemption value of the shares of

this persons' capital stock that are redeemable at the option of the holder or on a fixed date or at fixed intervals.

5. "Adjusted Debt Service Coverage Ratio" shall mean, with respect to the person concerned, the ratio obtained by dividing [A] the sum of the net income, deferred income taxes, amortization and depreciation, interest on the term debt and capital leases, non-recurring or extraordinary items and gains or losses on disposals of assets less distributions (loans and or dividends) by [B] the sum of the regular payments of principal and interest made or required to be made on the term debt and the capital leases over the last twelve (12) months.

Calculated on a rolling four quarter basis and tested semi annually.

6. "EBITDA" shall mean, for any given period, the net income of the person concerned (adjusted upwards or downwards, depending on the case, so as not to include extraordinary or non-recurring items and minority interests) plus (insofar as they were deducted in the calculation of net income) (i) Income taxes, (ii) interest expenses, and (iii) amortization and depreciation expenses.

7. "\$" shall mean the legal currency in Canada.

Additional defined terms may be found under the heading "Definitions" in the Standard Term and Conditions attached as Appendix "A".

APPLICABLE LAWS:

This Offer of Finance shall be governed by and interpreted in accordance with the laws of the province of Alberta and the federal laws of Canada applicable therein (the "Applicable Jurisdiction"). Each of the parties hereby attorns to the exclusive jurisdiction of the courts of the Applicable Jurisdiction.

**STANDARD TERMS
AND CONDITIONS:**

The Standard Terms and Conditions set out in Appendix "A" form an integral part of this agreement and contain additional standard terms and conditions including, Representations and Warranties, Covenants and Events of Default and other general conditions.

Roynat > CAPITAL™

August 31, 2017

Confidential

Janmar Investments (Alberta) Ltd.
c/o Carr & Long
Barristers & Solicitors
Suite 2400, 10303 Jasper Avenue
Edmonton, AB T5J 3N6

Attention: Ward Fleming, Director

RE: Offer of Finance

Dear Sir:

We are pleased to confirm that Roynat Inc. ("Roynat") offers to Janmar Investments (Alberta) Ltd. (the "Borrower") the financing described herein, on and subject to the terms and conditions described in the Financing Terms and Conditions attached hereto. This letter is in addition to our Offer of Finance dated January 25, 2017 and as amended.

If the arrangements set out in this letter and in the attached Financing Terms and Conditions (collectively, the "Offer of Finance") are acceptable to you, please confirm your acceptance by signing the enclosed copy of this letter in the space indicated below, and return the same to us together with the enclosed privacy consent form and pre-authorized payment form, no later than September 15, 2017, failing which this Offer of Finance will be null and void.

By signing this Offer of Finance, you confirm that the products and services offered to you will not be used by persons other than those indicated herein, for whom those products and services are intended, unless information pertaining to such persons has been disclosed to Roynat by way of its standard "Third Party Determination" form.

Thank you for giving us the opportunity to contribute to your company's long-term financing. We appreciate your interest and look forward to receiving your acceptance.

Yours truly,

Roynat Inc.

Per: 

Name: Brian Budgett
Title: Senior Associate Director

Address: #203, 10060 Jasper Avenue, Edmonton, AB T5J 3R8
Attention: Brian Budgett
Fax: (780) 426-3456
E-mail: brian.budgett@roynat.com

ACCEPTED this 5 day of September 2017.

Borrower:

Jaumar Investments (Alberta) Ltd.

Per: _____

Name: Ward Fleming
Title: Director

Per: _____

Name: James Carr
Title: Director

Address:

Suite 2400, 10303 Jasper Ave
Edmonton, AB T5J 3N6

Attention: Ward Fleming

Fax: _____

E-mail: ward@flemingdev.com

Guarantor:

1406676 Alberta Ltd.

Per: _____

Name: Ward Fleming
Title: Director

Per: _____

Name:
Title:

Address:

Suite 2400, 10303 Jasper Ave
Edmonton, AB T5J 3N6

Attention: Ward Fleming

Fax: _____

E-mail: ward@flemingdev.com

and by Guarantors:

Signature: _____

Name: James Carr

Address:

Suite 2400, 10303 Jasper Ave
Edmonton, AB T5J 3N6

Fax: 780-429-4511

E-mail: jcarr@carrandlong.ca

Signature: _____

Name: Ward Fleming

Address:

29 Braeside Terrace
Sherwood Park, AB T8A 3V6

Fax: _____

E-mail: ward@flemingdev.com

FINANCING TERMS AND CONDITIONS

Offer of Finance dated August 31, 2017

LENDER: Loan A: Roynat Inc. ("Roynat")

BORROWER: Janmar Investments (Alberta) Ltd. (the "Borrower")

CURRENCY: All sums indicated in this Offer of Finance (including all the Appendices hereto, this "Agreement") are in Canadian dollars, unless otherwise indicated.

PROGRAM

Availment of funds		Source of funds	
Payout Casia Capital Mortgage secured by property at 260-262 Mackay Crescent and 370 Falconer Crescent, Fort McMurray, Alberta	\$1,000,000	Roynat Inc.: Loan A: Term Loan	\$1,000,000
Total:	\$1,000,000	Total:	\$1,000,000

Changes may only be made to the program as described above (the "Program") with the prior written consent of Roynat.

LOANS: Loan A: Term loan for an amount in principal of \$1,000,000. (the "Loan")

INTEREST: Loan A: The interest rate will be set for an initial term of 2 year from the final disbursement and will be equal to the Canadian Fixed Rate plus 8.78% per annum. For information purposes only, the Canadian Fixed Rate as of today's date is 2.22% per annum. Roynat will provide the Borrower with a written confirmation of the interest rate applicable to Loan A prior to its final disbursement. As of the expiry of any term during which Loan A bears interest at a fixed rate, Loan A will bear interest at a variable rate equal to the Canadian Variable Rate plus 8.78% per annum, unless the Borrower selects another term at a fixed rate if provided for herein.

Interest accrued during each Interest Period with respect to the principal

balance from time to time outstanding under the Loan shall be calculated and compounded monthly and payable monthly on the 15th day of each month. Any amount of principal or interest which is not paid when due shall bear interest at the Default Rate, compounded monthly, both before and after maturity, default and judgment and shall be payable on demand.

After the first Advance, Roynat will provide the Borrower monthly with a written confirmation of the interest rate applicable to the Loan and the amount of interest payable during the current month at least five days prior to each interest payment date but the non-receipt of any such notice shall in no way limit or negate the obligations of the Borrower to pay interest on such payment date.

**OPTION TO CONVERT
TO / EXTEND A FIXED
RATE:**

The Borrower may, at any time during any period in which Loan A bears interest at the Canadian Variable Rate, or at least five (5) Business Days prior to the expiry of any period during which a Loan bears interest at a fixed rate, ask Roynat to convert this Loan to a loan bearing interest at a fixed rate or ask Roynat to set a new term during which this Loan will bear interest at a fixed rate, subject to the conditions set out in Appendix "A".

DISBURSEMENT DATE:

The full amount of the Loan must be disbursed no later than February 28, 2018 (the "Lapse Date") unless Roynat decides to extend this date at its absolute discretion, failing which all of Roynat's obligations hereunder, including Roynat's obligations to make any Advance hereunder, will terminate and be cancelled and Roynat will keep all the fees indicated under the heading "Fees" below.

FEES:

The Borrower shall pay Roynat the following fees:

1. A non-refundable commitment fee in the amount of \$5,000 earned and payable in full at the time the Borrower accepts this agreement. The Commitment Fee will be deducted from the disbursement of funds;
2. Stand-by fees in an amount equal to one percent (1%) per annum on the undisbursed portion of Loan A from September 30, 2017 until the date the Loan is disbursed in full. The stand-by fees are calculated daily and payable monthly on the 15th of each month and Roynat may, at its option, deduct any standby fees payable from amounts disbursed hereunder;
3. Late fees in the amount of \$250 (interim) and \$500 (external) per month or per occurrence for any delay over five (5) days in submitting to Roynat any of the documents that are to be submitted to it as stipulated under the "Financial Reporting" heading below;

4. Cancellation fees in an amount equal to three percent (3%) of the undisbursed portion of the Loan if the full amount of the Loan has not been disbursed by the Lapse Date at the latest for one of the following reasons:
 - A. the Borrower has failed to raise the other sources of financing described in the Program or has chosen to use another lender to raise some or all of the financing described in the Program;
 - B. the Borrower has chosen not to follow up on this financing; however, the cancellation fees will not be payable in the event the financing is intended to finance an acquisition deal and that the financing cannot take place because the seller failed to meet its obligations;
 - C. the Borrower failed to disclose important information to Roynat prior to the Lapse Date; or
 - D. the Borrower failed to meet the conditions precedent to the disbursement of the Loan by the Lapse Date at the latest.

REPAYMENT:

Loan A: The Loan principal is repayable in 23 equal consecutive monthly principal payments in the amount of \$2,333, commencing on October 15, 2017 and a final principal payment in the amount of \$946,341 on September 15th, 2019.

All principal and interest payments stipulated herein are payable in the currency in which the Advance was made on the 15th of each month, unless expressly specified otherwise. Notwithstanding the foregoing, Roynat may, at its absolute discretion, postpone the start date of the repayment schedule set out above in the event there is a delay in disbursing the Loan.

The balance of the principal, if any, together with any interest, costs or other amounts owing hereunder will be payable on the date of the last payment provided for above.

PREPAYMENT:

If the Loan bears interest at a floating rate, the Borrower may make prepayments, in whole or in part, at any time, on payment of compensation equal to the greater of, (i) three percent (3%) of the principal repaid, or (ii) three (3) months' interest on the principal prepaid at the rate then applicable to this Loan, provided the funds used for prepayment have been internally generated from normal course business operations. If the funds are from any other source, then the payment of compensation to Roynat will be equal to the greater of, (i) six percent (6%) of the principal repaid, or (ii) six (6) months' interest on the principal prepaid at the rate then applicable to this

Loan.

Notwithstanding the preceding, the Borrower may repay, once a year without penalty, on the anniversary date of the final disbursement of the Loan in question, an amount not exceeding 20% of the outstanding balance on the date of prepayment, non-cumulatively. This option does not apply if the Loan bears interest at a fixed rate.

Roynat will be given first right of refusal for the development/construction on Lot 16, Block 29, Plan 9824566 should the borrower decided to develop the parcel. If Roynat is unable to finance the development, or if the borrower is able to find financing that is better than what Roynat is able to provide, then Roynat will allow partial discharge of Lot 16, Block 29, Plan 9824566 with the pay down of the loan to maintain 75% loan to value on the residual security. The amount of the loan paid down required for partial discharge will be subject to a 3% penalty,

Any principal prepaid shall be applied to the principal payable hereunder in inverse order of maturity.

**CONDITIONS
PRECEDENT:**

The disbursement of the first Advance is subject to the submission to Roynat of the following documents, in form and content acceptable to Roynat and its legal advisors, and to the fulfilment of the other conditions precedent stipulated herein:

1. Confirmation that the Program and any required funding has been carried out in accordance with its description under the heading "Program" above without amendment.
2. A pre-authorized payment form together with a cheque from the Borrower marked "Void" in respect of the account from which payments will be withdrawn.
3. Roynat is to be satisfied with the quality, value and eligibility of all assets to be financed.
4. The other funds, if any, required to finance the Program have been provided.
5. Completion of due diligence and additional information obtained as may be required.
6. Favourable legal opinion issued by the legal advisors of the Borrower and, if applicable, of the Corporate Guarantor(s) on all the financing set out herein.
7. The other conditions precedent under the heading "Conditions Precedent" in Appendix "A".

8. Any other documents that Roynat may reasonably require.

SECURITY:

The obligations of the Borrower and, if applicable, each Guarantor under this Offer of Finance will be secured at all times by the following security in form and content acceptable to Roynat (collectively, the "Security Documents"):

A. Borrower

1. Debenture in the principal amount of \$11,000,000, shall apply to and be extended from the existing financing, creating a first fixed and specific charge on, and security interest in, the real property as described in Appendix "B" as well as a security interest in, all of the other the present and future tangible and intangible personal and real property of the Borrower, including without limitation, the property described in Appendix "B", subject only to Permitted Liens;
2. General Assignment of Leases and Rents in respect of the real property described in Appendix "B" shall apply to and be extended from the existing financing,;
3. Assignment of insurance appropriate to the risks involved, with loss payable to either/or (as their interests may appear) Roynat Inc. and Roynat Capital Inc. as mortgagee;
4. All Security and Guarantees held by Roynat for the existing financing shall apply to and be extended to this financing.

B. Guarantor

5. Corporate guarantee in the amount of \$8,050,000 by 1406676 Alberta Ltd. (the "Guarantor") shall apply to and be extended from the existing financing.
6. In addition to the existing guarantee, a corporate guarantee limited to the amount of \$1,000,000 by 1406676 Alberta Ltd. (the "Guarantor") supported by a General Security Agreement creating a floating security interest in all of the present and future tangible and intangible personal and real property of the Guarantor including, without limitation, the personal property described in Appendix "B", if any, subject only to permitted Liens;

C. General

7. Any other security that Roynat and its legal advisors may reasonably require.

**FINANCIAL
COVENANTS:**

The following financial covenants must be complied with by the Borrower and will be verified by Roynat semi-annually on the basis of the most recent financial statements of the Borrower and the Guarantor submitted to Roynat pursuant hereto:

1. Maintain a Debt Service Coverage Ratio equal to or greater than 1.10:1 at all times.

PROPERTY TAXES:

The Borrower undertakes to give to Roynat on an annual basis, upon receipt of and at least thirty (30) days before their due date, a copy of the property tax bills for the Property as well as proof of their payment without subrogation before their due date. In the event the Borrower fails to do so, the Borrower undertakes to give to Roynat, at the same time as the interest payments provided for herein, additional, equal and consecutive payments that are sufficient in Roynat's opinion to ensure that Roynat has the necessary funds to pay all the property taxes on the Real Property when due. As long as an Event of Default has not occurred, the amounts so remitted to Roynat shall be applied to the payment of the property taxes on their due date; if these amounts are not sufficient to pay the said taxes in full, the Borrower shall remit the difference to Roynat at least five (5) days before the due date of the bills. Roynat is not responsible for any penalty, interest or other damages if the property taxes are not paid on time. After an Event of Default has occurred, Roynat may apply these funds collected for the taxes to the payment of any amounts owing to it at its discretion. Roynat shall credit annual interest equal to the Canadian Variable Rate less two percent (2%) per annum on the funds deposited, for the period during which they are not used.

OTHER COVENANTS:

- A. Without Roynat's prior written consent, the Borrower and the Guarantor shall not:
 1. generate, contract, accept responsibility for or allow the existence of any debt other than (i) debt provided for in this Offer of Finance; (ii) deferred taxes; and (iii) other obligations that Roynat may approve in writing from time to time;
 2. directly or indirectly, grant loans to, provide financial assistance in favour of, or make investments in any Person;
 3. redeem all or part of the shares of its share capital;
 4. cause or permit a change in Control;
 5. Guarantees, Advances or Investments: You will not, nor will you allow any subsidiary, to guarantee loans, make investments, or make advances to any person or corporation, without obtaining Roynat's prior written consent;
- B. The Borrower, and the Guarantors, shall:
 6. On request provide Roynat with evidence confirming all super-priority remittances are current. Super-priorities include all statutory remittances including but not limited to source deductions for income tax, CPP, and employment insurance premiums;

The Borrower and Guarantors, as applicable shall also comply with each of the covenants described in Appendix "A".

**FINANCIAL
REPORTING:**

As long as any Loan remains in effect or a sum due hereunder remains unpaid, the Borrower and Guarantor, 1406676 Alberta Ltd., will submit to Roynat the following documents in form and content acceptable to Roynat:

1. unaudited semi-annual financial statements of the Borrower and the Guarantor, no later than 30 days following the end of such period;
2. annual Notice to Reader financial statements of the Borrower and the Guarantor, no later than 90 days following the end of each fiscal period;
3. any other documents, reports and financial information that Roynat may reasonably require from time to time.

Notwithstanding the preceding, Roynat reserves the right to require in the future that the financial statements of the Borrower submitted to Roynat be audited, and the Borrower undertakes to submit such financial statements to Roynat following a written request to that effect.

EXPENSES:

The Borrower undertakes to pay to Roynat on demand all the legal and other costs and expenses incurred by Roynat from time to time, including, without limitation, for, (i) the preparation, negotiation, signing and registration of the Financing Documents as well as any amendment or waiver of the terms thereof, (ii) perfecting and keeping perfected any security interests created by any of the Security Documents, (iii) maintaining the intended priority of any security interests created by any of the Security Documents, and (iv) if applicable, for any survey, appraisal and inspection charges concerning the Collateral and the fees and charges for any search regarding the grantor's title, the whole whether or not the Financing Documents are signed by the Borrower or whether an Advance has been made to the Borrower or not. The said legal and other costs payable at the time of the first Advance made hereunder shall be deducted from the first Advance.

COPIES:

This Offer of Finance may be signed in several counterparts and all such counterparts taken together shall constitute one agreement. Delivery of an executed counterpart of this Offer of Finance by facsimile, including, without limitation, by facsimile transmission or by electronic delivery in portable document format (".pdf") or tagged image file format (".tif"), shall be equally effective as delivery of a manually executed counterpart thereof. Any party delivering an executed counterpart of this Offer of Finance by facsimile, .pdf, or .tif, shall also deliver a manually executed counterpart thereof but failure to do so shall not affect the validity, enforceability or binding effect of this Offer of Finance.

DEFINITIONS:

In this Offer of Finance, unless otherwise required by context:

1. "Canadian Fixed Rate" shall mean the annual interest rate established by Roynat from time to time as being its reference rate for a fixed rate term loan having a term approximately equal to the term chosen by the Borrower which is granted by Roynat to its clients in CAD dollars and which Roynat refers to as being its base Canadian fixed rate for the applicable term.
2. "Canadian Variable Rate" shall mean the interest rate set for each Reference Period by adding 50 one hundredths of a percent (0.50%) to the arithmetic mean (rounded off to three decimal points) of the bankers' acceptance rate in Canadian dollars for this period established by referring to the rate posted on each Business Day around ten o'clock a.m. (10:00), Toronto time, on the Reuters screen on the CDOR page under "BA 1 month" (as defined by the International Swaps and Derivatives Association, Inc.). If such rate does not appear on the CDOR page for a Business Day during the period concerned, then the applicable rate for that day shall be The Bank of Nova Scotia's prime rate in effect at approximately the same time.
3. "Adjusted Combined" refers to the combined accounts of the Borrower, and the Guarantor, 1406676 Alberta Ltd. in accordance with GAAP and without duplication.
4. "Debt" shall mean the total liabilities of the person concerned including, without limitation, obligations for borrowed money, letters of credit or letters of guarantee and bankers' acceptances, capital lease obligations, obligations under sale-leaseback arrangements and the maximum redemption value of the shares of this persons' capital stock that are redeemable at the option of the holder or on a fixed date or at fixed intervals.
5. "Adjusted Debt Service Coverage Ratio" shall mean, with respect to the person concerned, the ratio obtained by dividing [A] the sum of the net income, deferred income taxes, amortization and depreciation, interest on the term debt and capital leases, non-recurring or extraordinary items and gains or losses on disposals of assets less distributions (loans or dividends) by [B] the sum of the regular payments of principal and interest made or required to be made on the term debt and the capital leases over the last twelve (12) months.
6. "EBITDA" shall mean, for any given period, the net income of the person concerned (adjusted upwards or downwards, depending on the case, so as not to include extraordinary or non-recurring

items and minority interests) plus (insofar as they were deducted in the calculation of net income) (i) income taxes, (ii) interest expenses, and (iii) amortization and depreciation expenses.

7. "S" shall mean the legal currency in Canada.

Additional defined terms may be found under the heading "Definitions" in the Standard Term and Conditions attached as Appendix "A".

APPLICABLE LAWS:

This Offer of Finance shall be governed by and interpreted in accordance with the laws of the province of Alberta and the federal laws of Canada applicable therein (the "Applicable Jurisdiction"). Each of the parties hereby attorns to the exclusive jurisdiction of the courts of the Applicable Jurisdiction.

**STANDARD TERMS
AND CONDITIONS:**

The Standard Terms and Conditions set out in Appendix "A" form an integral part of this agreement and contain additional standard terms and conditions including, Representations and Warranties, Covenants and Events of Default and other general conditions.

APPENDIX "A"

STANDARD TERMS AND CONDITIONS

I. INTERPRETATION

A. Definitions

In this agreement, unless otherwise defined in the Financing Terms and Conditions or otherwise required by context:

1. "Advance" shall mean any advance of funds made by Roynat under this agreement.
2. "Business Day" shall mean a day (other than a Saturday or Sunday) during which banks and stock markets are open in Toronto (Canada) and, in the case of drawings in US\$, in New York (USA).
3. "Collateral" shall mean the property of the Obligors which is encumbered in favour of Roynat under the Security Documents.
4. "Contaminant" shall mean any solid, liquid, gas, odour, heat, sound, smoke, waste, vibration, radiation or combination of any of them resulting directly or indirectly from human activities that may cause: (i) impairment of the quality of the natural environment for any use that can be made of it, (ii) injury or damage to property or to plant or animal life, (iii) harm or material discomfort to any person, (iv) an adverse affect on the health of any person, (v) impairment of the safety of any person, (vi) rendering any property or plant or animal life unfit for use by man, (vii) loss of enjoyment of normal use of property, or (viii) interference with the normal conduct of business; and includes any pollutant or contaminant as defined in any applicable Environmental Laws and any biological, chemical or physical agent which is regulated, prohibited, restricted or controlled.
5. "Control" shall mean the holding by a Person, directly or indirectly, other than as security, of the shares of a legal Person giving it the right to elect the majority of its directors.
6. "Default Rate" shall mean the interest rate otherwise applicable to the Loan plus three percent (3%) per annum.
7. "Distribution" shall mean any form of payment made by a person to a shareholder, unit holder, director or officer of this person (including, without limitation, a distribution or share redemption that reduces the net worth of this person, a dividend (other than share dividend payments) and the payment of advances (in principal or interest) owing to a third party who is a manager or employee of this person or someone having ties thereto), but excluding the salaries paid during the normal course of business.
8. "Environmental Laws" shall mean the common law and all applicable federal, provincial, local, municipal, governmental or quasi-governmental laws, rules, regulations, policies, guidelines, licences, orders, permits, decisions or requirements concerning Contaminants, occupational or public health and safety or the environment and any other order, injunction, judgment, declaration, notice or demand issued thereunder.
9. "Equipment" shall mean, with respect to an Obligor, its present and future materials and equipment, particularly, without limitation, all the tools, instruments, furniture and vehicles.
10. "Equivalent Amount" shall mean, on a given date, the amount in \$ or in US\$, whichever the case, resulting from the conversion of an amount into US\$ or in another currency into \$ or of an amount into \$ or in another currency into US\$, respectively, at the noon spot exchange rate of the Bank of Canada for buying US\$ or another currency through \$ or for buying \$ or another currency through US\$, respectively, listed, published or otherwise announced by the Bank of Canada on that date.
11. "Event of Default" shall mean any event of default described in under the heading "Event of Default" in these Standard Terms and Conditions.
12. "Financing Documents" shall mean, collectively, the present agreement, the Security Documents and all the other documents, instruments, certificates and contracts that an Obligor or an officer of an Obligor has signed and delivered in accordance herewith, directly or indirectly, or which are mentioned or contemplated in these presents or in such documents, instruments, certificates or contracts.
13. "GAAP" shall mean the generally accepted accounting principles in effect from time to time

- in Canada, as established, set out or adopted by the Canadian Institute of Chartered Accountants or any successor body, applied consistently from one fiscal period to another, including the International Financial Reporting Standards and Accounting Standards for Private Enterprise.
14. "Interest Period" shall mean each monthly period commencing on the 15th day of a month and ending on the 14th day of the following month.
15. "LIBOR Rate" shall mean, for each Interest Period, an interest rate per annum equal to the one month U.S. Dollar LIBOR rate (rounded upwards to three decimal points) displayed by Reuters (or another commercially available source providing quotations of BBA LIBOR as designated by Roynat from time to time), as published by the British Bankers Association (referred to as "BBA LIBOR") as of 11:00 a.m. (London time) two (2) Business Days prior to the first day of such Interest Period for delivery on the first day of such Interest Period. If such rate is not available at such time for any reason, then the LIBOR Rate for such Interest Period will be determined on the basis of the rates at which deposits in U.S. Dollars are offered by the reference banks selected by Roynat at approximately 11:00 a.m., London time, two (2) Business Days prior to the first day of the Interest Period to prime banks in the London interbank market for a period of one month for delivery on the first day of such Interest Period with a term equivalent to one month. Roynat will request the principal London office of each of the reference banks to provide a quotation of its rate. If at least two such quotations are provided, the rate for that day will be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the rate for that day will be the arithmetic mean of the rates quoted by two or more major banks in New York City, selected by Roynat in its sole discretion at approximately 11:00 a.m., New York City time, two (2) Business Days prior to the commencement of the Interest Period for loans in U.S. Dollars to leading European banks for a term equivalent to one month. Roynat shall provide an invoice or other billing information to Debtor each month indicating the interest rate then in effect and the interest rate payable that month.
16. "Lien" shall mean, any mortgage, debenture, deed of trust, lien, pledge, conventional hypothec, legal hypothec, encumbrance, prior claim, right of retention, fixed or floating charge, assignment for security purposes, consignment, security interest, royalty interest, adverse claim or defect of title, encumbering or affecting any property whatsoever, whether movable or immovable, real or personal, tangible or intangible, presumed or deemed trust, or other right benefitting its bearer, any conditional sales contract, capital lease (or financial lease) or any other rental agreement required to appear on the balance sheet as a lease contract and any other arrangement having the effect of providing security.
17. "Material Adverse Change" shall mean a material adverse change, individually or collectively, in the activities, assets, liabilities, financial situation or operating results of the Borrower or a change having or which may have, in Roynat's opinion, an adverse effect on the Borrower's ability to fulfill its obligations under this agreement or under any other Financing Documents or on the validity or enforceability of any of the Security Documents.
18. "Obligors" shall mean the Borrower, each Guarantor, if any, and any other Person that from time to time guarantees the obligations of the Borrower to Roynat, and "Obligor" shall mean any one of them.
19. "Person" shall mean, depending on the context, a legal person, a natural person, a joint venture company, a partnership, a general partnership, a limited partnership, an undisclosed partnership, a trust, an association, a government or a department, body or other government intermediary.
20. "Permitted Liens" shall mean, at a given time, one or several of the following:
- (a) a reserve set out in an original grant from the Crown of land or of rights in and over land, a reserve imposed by law on a title or with respect to mining rights set out in a grant from the Crown or from a predecessor in title;
 - (b) a servitude or a right of passage for a public service, an encroachment, a right of view or other right, including, without limiting the generality of the foregoing, for sewers, drains, gas and water lines, conveyance of steam, conduits, streetlight, hydro, telephone or telegraph wires and poles, pipelines or a zoning restriction regarding the use of an immovable of an Obligor, which will have no major adverse impact on the use for which said immovable is intended and which will not materially affect any Lien on such immovable;

- (c) a Lien on taxes, rates or other charges imposed by government authorities which are not yet due or, if they are due, the validity of which is contested diligently and in good faith by an Obligor or on its behalf by means of legal proceedings duly instituted, provided that the action pertaining to their application was not the subject of an unappealable final decision and that sufficient provision has been made for paying them, in accordance with the GAAP and in a manner that Roynat deems acceptable;
- (d) a Lien resulting from a judgment rendered or from a claim brought against an Obligor, which such Obligor contests diligently and in good faith by means of legal proceedings duly instituted, provided that the action pertaining to its application has not been the subject of an unappealable final decision and that sufficient provision has been made for paying it, in accordance with the GAAP and in a manner that Roynat deems acceptable;
- (e) a Lien of a stakeholder in the construction or renovation of any immovable whatsoever, provided that the said Lien is securing an obligation of an Obligor which is not overdue or which has not been neglected by such Obligor or, if the obligation is overdue or such Obligor has failed to fulfill it, provided that such Obligor brings an action within fifteen (15) days of its publication in view of its cancellation or elimination, unless such Obligor or a third party acting on its behalf does not diligently and in good faith contest the validity of the Lien by means of legal proceedings duly instituted, provided that the action pertaining to its application has not been the subject of an unappealable final decision and that sufficient provision has been made for paying it, in accordance with the GAAP and in a manner that Roynat deems acceptable;
- (f) purchase money security interests consisting of any validly perfected charge, lien, security interest or other encumbrance, created, assumed or arising by operation of law after the date hereof, to provide or secure the whole or any part of the consideration for the acquisition of tangible personal property other than inventory, where
- (i) the principal amount secured thereby does not exceed the cost to the applicable Obligor of such property,
- (ii) the applicable Obligor's obligation to repay is secured only by the property so acquired by such Obligor,
- (iii) the property is not being acquired as a replacement or substitution for property and assets which are specifically charged hereby, and
- (iv) such security includes the renewal or refinancing of any such purchase money security interest on the same property provided that the indebtedness secured and the security therefor is not increased and remains validly perfected;
- (g) a minor title defect;
- (h) a Lien granted in favour of Roynat;
- (i) any Lien described in Appendix "C," if applicable.
21. "Real Property" shall mean the real and immovable property of the Obligors, if any, described in Appendix "B."
22. "Reference Period" shall mean, with respect to any Interest Period, the period commencing on the 8th day of the month in which such Interest Period commences and ending on the 7th day of the following month, except that if the rate of interest hereunder is being determined:
- (a) for the purpose of prepayment by the Debtor, the Reference Period shall end on the 7th day preceding the prepayment date;
- (b) for any other purpose, other than the payment of interest on the day following an Interest Period, the Reference Period shall end on the day preceding the day on which the rate is being determined and the following Reference Period shall

commence on such day and end on the next following 7th day of a month.

B. Application of GAAP

In the event any corporate Obligor, adopts any change in its policies, practices or accounting methods compared to those applied during the previous fiscal year, such Obligor shall send to Roynat any information required to ensure that the financial information provided after such change is comparable to the financial information presented in the past. In addition, all the calculations done for the purposes of the present Offer of Finance shall continue to be done according to the policies, practices and accounting methods in effect on the date of the most recent fiscal year end. In the event of such change to the policies, practices or accounting methods, Roynat reserves the right to (a) take immediate measures arising from the violations of the financing conditions or of any other term or condition set out in the present Offer of Finance which the application of the policies, practices or accounting methods revealed, and (b) at its discretion and in a reasonable manner, modify the financing conditions affected by the change.

C. Other Interpretation

In this Agreement, unless otherwise specified or the context otherwise requires, (i) "including" or "includes" means "including (or includes) but is not limited to" and shall not be construed to limit any general statement preceding it to the specific or similar items or matters immediately following it, (ii) a reference to any legislation, statutory instrument or regulation or a section of it is a reference to the legislation, statutory instrument, regulation or section as amended, restated and re-enacted from time to time, and (iii) words in the singular include the plural and vice-versa and words in one gender include all genders.

II. REPRESENTATIONS AND WARRANTIES

Each Obligor (as applicable) makes the representations and provides the following warranties to Roynat, which are a valid on the date of each Advance under the Loan and on any subsequent date referred to in any of the said representations or warranties made to Roynat on the date hereof:

1. It is a corporation, partnership or trust, as applicable, duly constituted, validly existing, in good standing and having the necessary capacity, power and authority to carry out its activities and sign each of the Financing Documents;
2. Each of the Financing Documents has been or will be duly authorized and constitutes or will constitute its legally valid and binding obligation;
3. The authorization, creation, execution and delivery of each of the Financing Documents and compliance with their terms:
 - (a) does not and will not contravene any applicable law, regulation, rule, order, judgment or injunction or the articles, by-laws or any unanimous shareholders' agreement binding on it;
 - (b) does not and shall not result in a breach or a default under any indenture, instrument, lease, agreement or undertaking to which it is a party or by which it or its Collateral may become bound;
4. It, as well as its business and its activities, are in compliance, in all material respects, with all of the applicable laws.
5. It has filed on time all its tax returns and all the reports and statements it is to file and has paid, on time, all the taxes due and payable by their due date at the latest;
6. It owns or will own the Collateral, free and clear of any Lien, with the exception only of the Permitted Liens;
7. All the information and documentation (financial or otherwise) provided by it to Roynat are true and accurate in all material respects and this information and documentation does not contain any material misstatement of fact or any omission of an important fact that is necessary to ensure that the information and documentation is not misleading, and there are no facts that it has not disclosed in writing to Roynat which could constitute a Material Adverse Change;
8. There has been no Material Adverse Change since the date of the last financial statements submitted by it to Roynat in accordance herewith and no situation has occurred that has constituted or could constitute a Material Adverse Change;
9. There is no Event of Default and, after due diligence, no Event of Default is imminent;
10. Its chief executive office is located at the address indicated below its signature on the page of its acceptance of the present agreement;
11. Except as set forth in Appendix "D", no action, lawsuit, arbitration proceeding or any other legal proceeding is in process against the Borrower nor, to its knowledge, after due diligence, is imminent;

12. Except as set forth in Appendix "D", it does not carry on business under any trade or business name, and does not own any Collateral or carry on any material business in any jurisdiction other than the Applicable Jurisdiction;
13. Except as set forth in Appendix "D":
- (a) It currently conducts and maintains its business, operations and the Collateral so as to comply in all respects with all applicable Environmental Laws, including having all necessary licenses, permits, consents and approvals required to own or operate the Collateral and the businesses carried on at or from the Real Property;
 - (b) there are no Contaminants or dangerous or potentially dangerous conditions on or affecting the Collateral whether on or below the surface of the Real Property or located in any improvements thereon, including without limitation, any materials containing gasoline, polychlorinated biphenyls or radioactive substances nor are there any noxious, dangerous, potentially dangerous or toxic substances or conditions present on properties in the vicinity of the Real Property which would affect the uses to which the Collateral may be put or the market value thereof; and
 - (c) it has not given, nor does it have an obligation to give, nor has it received, any notice or claim or communication regarding any past, present, planned or threatened treatment, storage, disposal, presence, release or spill of any Contaminant at, on, under or from the Real Property or any property adjacent or proximate thereto, including any notice pursuant to any Environmental Laws.
14. It shall use the Loan solely for the purposes described in the Program and in the normal course of business;

III. COVENANTS

A. Positive Covenants

Each Obligor (as applicable), declares, covenants and agrees to:

1. maintain and preserve its existence as a company, partnership or trust, as applicable, not change the nature of its business and obtain and keep all the permits, leases, licenses, rights, privileges, consents and approvals necessary for operating its business;
2. duly pay, on time, all the amounts it is to pay pursuant to the terms of these presents and of any other Financing Document at the time and place and in the currency and manner prescribed therein;
3. continue to run its business diligently, efficiently and prudently and use, conserve and administer the Collateral in the same manner;
4. keep the required books, records and accounts in good and proper form;
5. preserve, repair and maintain the Collateral in good condition and upgrade or replace that which has been destroyed or rendered unusable;
6. comply with the requirements of all the laws and regulations applicable to it, including, in particular, the laws and regulations concerning zoning and urban planning;
7. pay without delay, on time, all the taxes, rates, assessments and other claims that may encumber the Collateral and provide Roynat, on demand, with proof of their payment without subrogation (on a semi-annual basis or more frequently, as required by Roynat) and of payment of all the amounts owing by it to the government authorities as deductions at source. The remittances include the deductions at source related to employees' income tax, employment insurance premiums and Canada Pension Plan contributions. The proof of payment may be in the form of cancelled cheques or payment receipts issued by the government authorities.
8. insure the Collateral and keep it constantly insured against any loss or damage caused by fire or any other disaster which, according to Roynat, should be covered by insurance, up to their replacement value, as well as civil liability insurance (including environmental liability) with one or several insurance companies approved by Roynat and having adequate coverage for a company operating in the field in which it does business. The insurance policy shall also cover the value of the rental income or the loss of income due to an interruption of business, whichever the case, for a period of at least twelve (12) months. Any indemnity under such policy shall be payable to Roynat, based on its interest,

- pursuant to a mortgage clause formulated as suggested by the Insurance Bureau of Canada and providing for a notice of at least thirty (30) days to Roynat if the Insurance policy is amended or cancelled. No insurance policy shall contain a co-insurance clause without the prior written consent of Roynat.
9. shall, forthwith on the happening of any loss or damage, provide at its sole expense, all necessary proofs and do all necessary act to enable Roynat to obtain payment of the insurance moneys subject to the rights of the holders of Permitted Liens.
 10. submit every insurance policy immediately to Roynat and subsequently provide it with proof of its renewal or its replacement at least thirty (30) days before its expiry, failing which, Roynat may, if it so desires, without requesting or giving notice, renew or replace such policy at its expense, without prejudice to its other rights.
 11. advise Roynat in writing of the occurrence of any Event of Default, of any action, lawsuit or proceeding instituted which concerns it, or of the registration of a Lien on its property, whether it is a Permitted Lien or not;
 12. allow Roynat's representatives, upon reasonable notice and during normal business hours, to examine and copy its books and records or to take extracts therefrom, to inspect the Collateral and to discuss its activities and business with its directors and external accountants;
 13. keep all its bank accounts at a financial institution acceptable to Roynat and deposit into these accounts all the amounts received in relation to its debts;
 14. comply with the requirements of all Environmental Laws including, without limitation, as follows:
 - (a) shall conduct and maintain the Real Property, the Collateral and its business, operations, and shall cause any tenant of the Real Property to maintain the Real Property and its business operations, so as to comply in all respects with all applicable Environmental Laws, including obtaining all necessary licenses, permits, consents and approvals required to own or operate the Collateral and the business carried out on, at or from the Real Property;
 - (b) except as specifically permitted by Roynat in writing, it shall not permit or suffer to exist, Contaminants or dangerous or potentially dangerous conditions in, on or below the Real Property including, without limitation, any polychlorinated biphenyls, radioactive substances, underground storage tanks, asbestos or urea formaldehyde foam insulation;
 - (c) has no knowledge of the existence of Contaminants or dangerous or potentially dangerous conditions at, on or under the Real Property or any properties in the vicinity of the Real Property which could affect the Real Property or the market value thereof or in levels that exceed the standards in Environmental Laws;
 - (d) has no knowledge of the Real Property, or any portion thereof, having been used for the disposal of waste;
 - (e) has not given or received, nor does it have an obligation to give, any notice, claim, communication or information regarding any past, present, planned or threatened treatment, storage, disposal, presence, release or spill of any Contaminant at, on, under or from the Real Property or any property in the vicinity of the Real Property, including any notice pursuant to any Environmental Laws or any environmental report or audit. It shall notify Roynat promptly and in reasonable detail upon receipt of any such claim, notice, communication or information or if it becomes aware of any violation or potential violation by it or any tenant of the Real Property of any Environmental Laws and shall describe therein the action which it intends to take with respect to such matter;
 - (f) shall at its expense establish and maintain a system to assure and monitor continued compliance with, and to prevent the contravention of, Environmental Laws, which system shall include periodic reviews of such compliance system;
 - (g) shall provide confirmation to Roynat upon request but not less often than annually that it is in compliance with all applicable Environmental Laws and that

there is no default under this Section 14(g). It shall provide Roynat with its annual environmental questionnaire duly completed;

- (h) shall promptly advise Roynat in writing of any material adverse change in the environmental or other legal requirements affecting it or the Collateral or the Real Property upon it becoming aware of any such change, and it shall provide Roynat with a copy of any of the orders, by-laws, agreements or other documents pursuant to which any such change is effected or documented;
- (i) shall at its expense promptly take or cause to be taken any and all necessary remedial or clean-up action in response to the presence, storage, use, disposal, transportation, release or discharge of any Contaminant in, on, under or about any of the Real Property, or used by it or any tenant of the Real Property, in compliance with all material laws including, without limitation, Environmental Laws, and in accordance with the orders and directions of all applicable federal, state, provincial, municipal and local governmental authorities;
- (j) shall deliver to Roynat a true and complete copy of all environmental audits, evaluations, assessments, studies or tests relating to it, the Real Property or the Collateral now in its possession or control or forthwith after the completion thereof, or upon such materials coming into its possession or control;
- (k) shall at its expense, if reasonably requested by Roynat in writing, retain an environmental consultant acceptable to Roynat, acting reasonably, to undertake environmental tests and to prepare a report or audit with respect to the Real Property and deliver same to Roynat for its review; and
- (l) shall indemnify and save harmless Roynat, its officers, directors, employees, agents and shareholders from and against all losses, liabilities, damages or costs (including complete reimbursement for 100% of all legal fees and disbursements) suffered including, without limitation, the cost or expense of any environmental investigation, the

preparation of any environmental or similar report, and the costs of any remediation arising from or relating to any breach of the foregoing covenants of this Section 14(l), any breach by it, any tenant or any other person now or hereafter having an interest in the Collateral or the Real Property which is asserted or claimed against Roynat; the presence, in any form, of any Contaminant on or under the Real Property, or the discharge, release, spill or disposal of any contaminant by it, which is asserted or claimed against any of these indemnified persons. This Indemnity shall survive the payment in full of all amounts due under or in connection with the Financing Documents and the discharge of the Security Agreements. Roynat shall hold the benefit of this indemnity in trust for those indemnified persons who are not parties to the Financing Documents.

B. Negative Covenants

Without the prior written consent of Roynat, each Obligor (as applicable) declares, covenants and agrees not to:

1. generate, contract, accept responsibility for or allow the existence of a Charge encumbering the Collateral or any part thereof, with the exception of the Permitted Liens except that it may give security to its banker (but not to more than one banker or banking syndicate) on its Inventory or under assignments of its trade receivables (by way of confirmation, trade receivables do not include the proceeds of the sale or disposition of Collateral or the proceeds of life insurance policies assigned to Roynat) and such security, if validly perfected, shall rank prior to the interest granted hereby on such Inventory and accounts receivable without further action by Roynat;
2. sell, assign, rent or otherwise alienate the Collateral or any part thereof, except (i) the sale of its inventory in the ordinary course of its business, and (ii) the sale or other disposal of furniture, machinery, equipment, vehicles and accessories having an aggregate value of more than \$100,000 which is no longer necessary or useful to the operation of its business or which has become outdated, damaged or otherwise unusable, provided that it substitutes them immediately with other property of the same nature and value so as to form part of the Collateral;
3. change the nature of its business; or

4. change the date of its fiscal year end.

IV. EVENTS OF DEFAULT

A. Events of Default

The occurrence of any of the following events shall constitute an Event of Default under the terms hereof:

1. If any Obligor fails to make the payment of any amount of principal, interest, charges or other amounts owing under the present agreement or under any other Financing Document;
2. if any representation or warranty made or given in this Agreement or in any other Financing Document proves at any point to be false or misleading in any material respect;
3. if any Obligor fails to honour one or several of its Covenants or obligations set out in this Agreement or in any other Financing Document;
4. if a third party obtains a final and binding judgment against any Obligor amounting to \$25,000 or more, and such judgment is not satisfied within thirty (30) days from the date it is rendered;
5. if a creditor of an Obligor institutes an action or gives notice for the purpose of exercising its rights and recourse against any Collateral, particularly by seizure, notice of intention, notice of closure, taking of possession, registration of a legal hypothec or the like;
6. if any Obligor fails to meet any monetary or non-monetary obligation in an amount exceeding \$25,000 to any of its other creditors or to Roynat under any other financing other than that provided for herein;
7. if any other important provision of the present agreement or of any other Financing Document is declared invalid or unenforceable;
8. if there is a change in Control of any Obligor without the prior written consent of Roynat;
9. if any Obligor commits an act of bankruptcy within the meaning of the *Bankruptcy and Insolvency Act* (Canada) or assigns its property in favour of its creditors or files or consents to the filing of a petition in bankruptcy or a proposal under the *Bankruptcy and Insolvency Act* (Canada) or if any Obligor is deemed insolvent or bankrupt, or consents or approves or makes a petition or applies to the court for the appointment

of a trustee, fiduciary, liquidator or receiver with respect to itself or its property, or if any Obligor institutes proceedings with respect to itself or its property pursuant to any law that concerns a reorganization, an arrangement, a recovery, a compromise or a liquidation, in any jurisdiction whatsoever (hereinafter called "Bankruptcy Proceedings") or if Bankruptcy Proceedings are instituted against any Obligor or if a trustee, fiduciary, liquidator or receiver for any Obligor or for its property is appointed or if any Obligor consents to, approves or accepts any Bankruptcy Proceedings or the appointment of any trustee, fiduciary, liquidator or receiver with respect to itself or its property; unless, if Bankruptcy Proceedings are instituted against any Obligor, the latter had the right to contest it in good faith and unless Roynat is satisfied, at its entire discretion, that the repayment of the amounts owing under the Loan will not be compromised;

10. if any Obligor takes any proceedings for its dissolution, liquidation or amalgamation with another company or if the legal or corporate existence of any Obligor shall be terminated by expiration, forfeiture or otherwise;
11. if any Person which is a party to any Financing Document (other than an Obligor) defaults in the performance of any condition or covenant in favour of Roynat, and such default continues for ten (10) days after written notice thereof to the Borrower by Roynat; or
12. if Roynat considers in good faith that an Material Adverse Change has occurred or is about to occur.

The mere lapsing of the time allotted to an Obligor for fulfilling an obligation provided for in this Agreement or in any other Financing Document constitutes a default on the part of such Obligor, without any notification or formal notice being necessary.

B. Remedies

1. On the occurrence of an Event of Default:
 - (a) all the amounts owing by the Borrower under the Financing Documents shall become immediately due and payable and bear interest at the Default Rate;
 - (b) Roynat may terminate the Borrower's right to use the Loan and to obtain Advances thereunder;
 - (c) Roynat may carry out any obligation of any Obligor which such Obligor has

failed to honour in the stead, place and at the expense of such Obligor; and

- (d) Roynat may exercise all the rights and recourses available to it under the Financing Documents and the law.

2. Notwithstanding paragraph B.1 above, Roynat may, without prejudice to the option of subsequently exercising any right or recourse available to it, waive an Event of Default or grant time to remedy it or take other measures that would seem to be in its interest to take.

V. CONDITIONS PRECEDENT

The disbursement of the first Advance is subject to the delivery to Roynat of the following documents, in form and content acceptable to Roynat and to its legal advisors:

1. certified true copy of the governing documents of each Obligor;
2. certified true copy of a resolution of the board of directors of each Obligor;
3. certificate of attestation, certificate of compliance and any other similar certificate concerning each Obligor, issued by the competent authorities in all jurisdictions where Roynat holds security under the Security Documents;
4. delivery of all the Security Documents and confirmation that the latter has been registered in all applicable jurisdictions in order to grant them the priority provided for herein and to render them enforceable against third parties;
5. certificate of officers signed by an officer of each Obligor confirming certain facts related to the present financing;
6. copy of the certificate(s) (or, if required by Roynat, the policies) of insurance issued in favour of each Obligor, demonstrating that such Obligor took out the requisite insurance under the present agreement. Roynat reserves the right to hire an insurance consultant at the Borrower's expense for the purpose of reporting to it regarding the sufficiency of the insurance coverage of the Obligors, and Roynat must be satisfied that all the deficiencies identified in the said report have been corrected in accordance with the consultant's recommendations;
7. copy signed by each Obligor of the "Business Consent Form" (RC59) of the Canada Revenue Agency (the "CRA") authorizing the CRA to

disclose to Roynat certain confidential information concerning such Obligor;

8. in the event that any of the Security Documents include a fixed charge on real property, (a) an up-to-date survey of the Property sent to Roynat, and (b) an opinion on title issued by legal counsel acceptable to Roynat and forwarded to Roynat confirming that such Security Document creates a valid charge (ranking as required by the Offer of Finance) over the Real Property in favour of Roynat or (i) a title insurance policy that is satisfactory to Roynat, including all the riders that Roynat deems useful or necessary and which is issued by a title insurance company acceptable to Roynat, or (ii) a commitment to insure that is satisfactory to Roynat, including all the riders that Roynat deems useful or necessary and which is issued by a title insurance company acceptable to Roynat, as well as confirmation from the title insurance company that the issuance of the policy is only conditional on payment of the premium and on confirmation of registration of the applicable Security Document in the appropriate land registry office;
9. search reports concerning the Liens encumbering the Collateral prepared by Roynat's legal advisors covering each applicable jurisdiction;
10. Roynat is fully satisfied with the quality, value, and eligibility of all assets to be financed;
11. proof that all the charges and fees payable by the Borrower under this Agreement have been paid; and

all other documents and information that Roynat may reasonably require.

VI. GENERAL CONDITIONS

A. FIXED RATE CONVERSION/ EXTENSION OPTION:

The following terms and conditions apply to any conversion or extension of a fixed rate Loan:

1. the Borrower must send Roynat a written request to this effect at least five (5) Business Days before the conversion date or the expiry date of the fixed rate interest period then current; and
2. no Event of Default exists at the time of the conversion or extension request.

Any conversion or extension as provided for herein shall be carried out at the entire discretion of Roynat. If Roynat agrees to follow up on the Borrower's request, Roynat shall send to the Borrower, within five (5) Business Days

following receipt of the Borrower's request, written confirmation indicating:

1. the interest rate applicable to the Loan in question;
2. the length of the term during which the Loan will bear interest at a fixed rate;
3. the effective date from which the Loan in question will bear interest at a fixed rate;
4. any additional change to these presents required by Roynat following such conversion or extension; and
5. the new repayment terms of the Loan in question following the conversion or extension, including the terms and conditions applicable to prepayment.

The conversion or extension of the Loan in question shall only take effect upon acceptance by the Borrower of the confirmation letter submitted by Roynat. A fee of \$1,000 shall apply.

B. CALCULATION OF INTEREST:

Interest is calculated on the basis of a 365-day year, except in the case where interest is calculated based on the US Variable Rate or the US Fixed Rate, in which case it is calculated on the basis of a 360-day year.

For the purposes of the *Interest Act* (Canada), the annual interest rate equivalent to the US Variable Rate or the US Fixed Rate is obtained, expressed in decimals, by multiplying such rate by a fraction where the numerator equals the number of days included in that year and where the denominator equals 360.

Notwithstanding any other provision of this agreement or any Security Document, in no event shall any such document require the payment or permit the collection of interest or other amounts in an amount or at a rate in excess of the amount or rate that is permitted by applicable law or in an amount or at a rate that would result in the receipt by Roynat of interest at a criminal rate, as the terms "interest" and "criminal rate" are defined under the *Criminal Code* (Canada). If from any circumstance whatever, fulfilment of any provision of this agreement or any Security Document would result in exceeding the highest rate or amount permitted by applicable law for the collection or charging of interest, the obligation to be fulfilled shall be reduced to reflect the highest permitted rate or amount.

C. RECORDS:

The records of any Advance or any repayment related hereto as well as the records of any interest, charges or other amounts owing under this Agreement or any other

Financing Document, as held by Roynat, constitute *prima facie* proof of the Borrower's indebtedness to Roynat, as it may fluctuate from time to time.

D. INCREASED COSTS AND TAXES:

If, because of a change to the applicable laws, regulations, rules or orders or because of measures taken in accordance with a guideline or requirement of an authority with which Roynat is bound to comply, Roynat incurs or shall incur increased costs or withstands or shall withstand a reduction in the return on capital related to a Loan, the Borrower must indemnify Roynat for such increased costs or reduced return. All payments pertaining to a Loan must be made free of any withholding tax or of any other current or future tax, rate or deduction.

E. INDEMNIFICATION:

Each Obligor undertakes to indemnify Roynat for any damages, claims, losses, liabilities or expenses borne or incurred by Roynat which can be attributed to the Loan or result directly or indirectly therefrom. Each Obligor undertakes to indemnify Roynat as well as its administrators, officers, employees, agents, successors and assigns and to side with it as regards any applications, lawsuits, judgments, damages, costs, losses or allegations of losses or claims suffered, imposed or incurred by Roynat and arising or resulting from damages caused to the environment by actions or omissions in the operation of its business or in the exercising of its activities or by the contamination of its properties or even by the contamination coming therefrom or any violation of the Environmental Laws, with the exception of claims resulting from the gross or intentional negligence of Roynat.

F. APPLICABLE LAWS:

This agreement shall be governed and interpreted according to the laws of the Applicable Jurisdiction.

G. SUCCESSORS AND ASSIGNS:

This agreement shall be binding on the parties hereto and their respective successors and assigns. Roynat is entitled to assign the Loan and the Financing Documents in whole or in part to any subsidiary or company affiliated to Roynat without the Borrower's consent. The Borrower shall continue to do business with Roynat until Roynat advises the Borrower otherwise. Notwithstanding the foregoing, the Borrower is not entitled to assign its rights or obligations hereunder without the prior written consent of Roynat.

H. SHARING OF INFORMATION:

Roynat may communicate confidential information regarding the Obligors to any potential assignee of the Loan or part thereof in accordance with the terms hereof without incurring any liability.

I. MODIFICATION AND RENUNCIATION:

Any change to or waiver of a provision of the present agreement shall not take effect unless it is in writing and signed by Roynat and each of the Obligors. The fact that Roynat does not exercise a right or recourse available to it under these presents, or delays in doing so, shall not constitute Roynat's waiver of such right or recourse.

J. NOTICES:

Any notice under the Financing Documents must be given in writing and hand delivered to the party concerned or be sent to it by prepaid registered mail or sent by fax or email, and the date of receipt of the said notice, if hand delivered, shall be considered its delivery date; if sent by mail as indicated above, the third (3rd) Business Day following the date it was sent and, if it is sent by fax or email, the transmission date if the transmission is done before 1:00 p.m. on a Business Day, and the Business Day following the transmission date in all other cases. The addresses of the parties hereto for the purposes of any notice are those written below their names on the signature pages of these presents or any other address that a party may indicate by means of a notice sent in the manner set out above.

K. ENTIRE AGREEMENT:

This agreement and the other Financing Documents constitute the entire contract between the parties to the Loan. There is no verbal declaration, promise or arrangement in respect of the Loan.

L. EXCHANGE RATE:

The conversion into Canadian Dollars of any amount owing by the Borrower in US\$ required for the purpose of obtaining a judgment is done on the Business Day preceding the judgment date.

In the event of a fluctuation in the exchange rate between the Business Day preceding the judgment date and the payment date, the Borrower shall pay to Roynat on demand (or, if need be, deducted from the payment) the necessary amount to ensure that the amount paid in Canadian dollars is equivalent to the amount owing in US\$, after the conversion, on the payment date. The Borrower's obligations under this paragraph constitute an additional obligation on top of its other obligations resulting from the judgment rendered against it.

M. APPLICATION OF PAYMENTS:

Should an Event of Default occur, Roynat shall apply all the amounts it receives regarding the secured Obligations, unless it indicates otherwise in writing, firstly to the payment of the fees, charges and other expenses incurred by Roynat under these presents or under other Financing Documents; secondly to the payment of interest owing on the Loan; thirdly to the payment of principal on the Loan and fourthly to the payment of other secured Obligations. After an Event of Default has occurred, Roynat shall have discretionary authority regarding the application of all the amounts it receives (including the proceeds from realizing on any security held by Roynat).

N. PARAMOUNTCY:

In the event of a conflict between the provisions of this Offer of Finance and of any other agreement entered into or given by an Obligor in favour of Roynat, the terms of this Offer of Finance shall prevail to the extent of any such conflict.

O. NOVATION:

It is expressly understood and agreed between the parties that this agreement does not create novation of the Loan and Roynat expressly reserves all its rights and recourses under the Loan and the Financing Documents. Except as expressly provided for herein, the Borrower's obligations with respect to the Loan will not be deemed to be amended, except in the manner provided for herein. This agreement will not have the effect of releasing any Obligor from their obligations with respect to Roynat under the Loan or the Financing Documents.

APPENDIX "B"
DESCRIPTION OF PROPERTY

REAL PROPERTY

A. Immovable/Real Freehold

Municipally described as:

370 Falconer Drive, Fort McMurray, Alberta

260-262 Mackay Crescent, Fort McMurray, Alberta

All existing real property currently held as security by Roynat

B. Leasehold

N/A

PERSONAL PROPERTY

N/A

APPENDIX "C"
PERMITTED LIENS

"To be advised to and agreed by Roynat."

APPENDIX "D"

DISCLOSURE

List of Trade or Business Names under which the Company operates

None

List of Jurisdictions in which the Company operates other than Alberta

[None]

List of Exceptions to Environmental Warranty

[None]

List of Exceptions to Litigation Warranty

[None]

APPENDIX "E"

PRIVACY CONSENT

Information

You and [the undersigned], your individual principals, key employees and agents, shareholders and/or guarantors and persons otherwise connected with this Agreement (each, a "Principal") agree that in the process of providing services under this Agreement, we may collect, use and disclose certain personal and business information ("Information") from and about you and your Principals. Information may be collected from and disclosed to our agents, affiliates, third party service providers, credit bureaus, credit reporting agencies, other credit grantors, any person you and your Principals have or propose to have financial relations with as well as third parties who wish to become involved in the syndication of a loan, lease or other investment in which your Information is relevant, or who are involved in risk assessment, risk management or due diligence in the context of a financial transaction or proposed financial transaction.

Authorization

You and your Principals do therefore authorize any person whom we contact in this regard to provide such Information to us. You and your Principals acknowledge that we may transfer your information to other offices within Roynat where we do business. As a result, Information may be accessible to regulatory authorities in accordance with the laws of those jurisdictions. We may collect, use and disclose your and your Principals' Social Insurance Number or other personal identifiers to verify and report credit information to credit bureaus or credit reporting agencies as well as to confirm your and your Principals' identities.

We may give Information to other members of the Scotiabank Group so that these companies may tell you and your Principals directly about their products and services. Consent to this is not a condition of doing business with us and such consent may be withdrawn by you at any time.

Consent

By choosing to provide us with Information, you and your Principals are consenting to its use in accordance with the principles set out in the Roynat Group of Companies Privacy Agreement, a copy of which may be viewed and obtained at any time at roynat.com.

Individual

Signature:




Name: James Carr

Date:

September 5, 2017

Individual

Signature:



Name: Ward Fleming

Date:

September 5, 2017

This is Exhibit " B " referred to
in the Affidavit of

Cian McDonnell

DEMAND DEBENTURE

JANMAR INVESTMENTS (ALBERTA)

Sworn before me this... 26 ... day
of... February ... 2024

TO: ROYNAT INC. ("Roynat")
3900 Scotia Centre, 700 - 2nd Street S.W., Calgary, AB T2P 2W2

A Commissioner for Oaths in and for Ontario

DATE: February 1, 2017.

FOR VALUE RECEIVED and intending to be legally bound by this demand debenture (this "Debenture"), the undersigned (the "Debtor") agrees as follows:

1. **Promise to Pay.** The Debtor promises to pay on demand to or to the order of Roynat, at its address specified above, all amounts now or in the future owing by the Debtor to Roynat under or in connection with the Obligations (as defined below) up to the principal amount of Eleven Million Dollars (\$11,000,000.00) and interest at the rate of 25% per annum, accruing daily and payable monthly, both before and after maturity, default and judgment, and interest on overdue interest at the same rate.
2. **Security.** As security for the payment and performance of all present and future indebtedness, liabilities and obligations of the Debtor to Roynat, whether direct or indirect, absolute or contingent, liquidated or unliquidated, as principal or as surety, alone or with others, of whatsoever nature or kind, in any currency or otherwise, under or in respect of agreements or dealings between the Debtor and Roynat or agreements or dealings between the Debtor and others by which Roynat may be or become in any manner whatsoever a creditor of the Debtor (all such indebtedness, liabilities, obligations, expenditures, costs and expenses are hereinafter collectively referred to as the "Obligations") including, without limitation, obligations under (i) any and all letter agreements and offers to finance/or offers to lease, (as amended from time to time, "Offers of Finance") entered into by the Debtor and Roynat from time to time, (ii) any promissory notes, guarantees or indemnities executed by the Debtor in favour of Roynat, and (iii) this Debenture and any other security delivered to Roynat by the Debtor from time to time (collectively, the "Financing Documents"), the Debtor:
 - (a) mortgages and charges, as and by way of a fixed and specific mortgage and charge and grants a security interest to and in favour of Roynat in, all freehold real and immovable property described in Schedule "A" hereto, together with all buildings, erections, fixed machinery and fixed equipment presently situated thereon or which may at any time hereafter be constructed or placed thereon or used in connection therewith;
 - (b) mortgages and charges, as and by way of a fixed and specific mortgage and charge and grants a security interest to and in favour of Roynat in, all leasehold real and immovable property described in Schedule "B" hereto, together with all buildings, erections, fixed machinery and fixed equipment presently situated thereon or which may at any time hereafter be constructed or placed thereon or used in connection therewith;
 - (c) mortgages and charges, as and by way of a floating charge and grants a security interest to and in favour of Roynat in, all of its present and future interests in real property not referred to in items (a) and (b) immediately above,
 - (d) mortgages, charges, assigns, transfers and pledges, as and by way of a fixed and specific mortgage and charge and grants a security interest to and in favour of Roynat in all of the assets, undertaking and property of the Debtor not subject to the charges and security interests in items (a), (b) and (c) immediately above, including, without limitation:
 - (i) **Intangibles** - all intangible property including without limitation book debts and accounts, all contractual rights and insurance claims, licences, computer software, warranties, ownership certificates, patents, trademarks, trade names, goodwill, copyrights and other industrial property of the Debtor;
 - (ii) **Books & Records** - all of the Debtor's, manuals, publications, letters, deeds, documents, writings, papers, invoices, 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;

- (iii) **Equipment** - all of the Debtor's tools, machinery, equipment, apparatus, furniture, plants, fixtures, vehicles and other tangible personal property, other than Inventory (as defined below), (collectively, the "Equipment") including, without limitation, the Equipment described in Schedule "C" hereto, if any;
- (iv) **Inventory** - all of the Debtor's tangible personal property held for sale or lease or that have been leased or that are to be furnished or have been furnished under a contract of service, or that are raw materials, work in process, or materials used or consumed in a business or profession or that are finished goods (collectively, the "Inventory");
- (v) **Other Property** - the Debtor's undertaking and all of the Debtor's other property and assets including, without limitation, uncalled capital, judgments, rights, franchises, chattel paper, documents of title, goods, instruments, and money (as those terms are defined in the Personal Property Security Act governing this Debenture); and
- (vi) **Investment Property** - all of the Debtor's investment property, including shares stock, warrants, bonds, debenture stock and other securities (in each case whether evidenced by a security certificate or an uncertificated security) and financial assets, security entitlements, securities accounts, futures contracts and futures accounts; and
- (vii) **Proceeds** - all of the Debtor's property in any form derived directly or indirectly from any use or dealing with the Collateral or that indemnifies or compensates for loss of or damage to the Collateral (collectively, the "Proceeds");

but excluding, (A) any consumer goods, and (B) the last day of the term of any lease, verbal or written, or any agreement therefor now held or hereafter held by the Debtor, but should such charge become enforceable, the Debtor shall thereafter stand possessed of the last day of such leasehold interest in trust for Roynat and shall assign and dispose thereof as Roynat may direct.

Without limiting the preceding part of this Section, a security interest is taken in all of the Debtor's present and after acquired personal property. The security interest created by item (c) above is intended as a floating charge that will attach as provided in Section 3 below. The floating charge shall become a fixed charge as soon as Roynat notifies the Debtor to that effect. And for the same consideration and purposes and subject to the same exceptions, the Debtor hereby charges as and by way of a first floating charge to and in favour of Roynat, and grants to Roynat a security interest in, the undertaking of the Debtor and all its property and assets for the time being, both present and future, and of whatsoever nature and wherever situate (other than property and assets from time to time effectively subjected to the fixed and specific mortgages and charges created hereby or by any instrument supplemental hereto).

All of the assets, property and undertaking and property of the Debtor subject to the charges and security interests above are collectively referred to herein as the "Collateral".

- 3. **Attachment.** All security interests created by this Debenture attach immediately upon execution of the Debenture. The attachment of the floating charge has not been postponed and the floating charge shall attach to any particular property intended to be subject to it as soon as the Debtor has rights in such property.
- 4. **Covenants.** The Debtor hereby declares, covenants and agrees that:
 - (a) **To Pay Rents and Taxes** - shall pay all rents, taxes and assessments lawfully imposed upon all real property forming part of the Collateral or on which the Collateral is located or any part thereof when the same become due and payable, and shall provide to Roynat on request receipts for such payment;
 - (b) **Conduct of Business** - shall carry on and conduct its business in a proper and efficient manner, shall not materially alter the kind of business carried on by it, shall observe and perform all of its obligations under leases, licences and other agreements to which it is a party so as to preserve and protect the Collateral and its value, and shall comply with all laws, regulations and judgments applicable to the Debtor and all of its property, assets and undertaking;
 - (c) **Not to Sell** - shall not, except for Inventory sold in the ordinary course of business and except as otherwise expressly permitted in any Financing Document, remove, destroy, lease, sell or otherwise dispose or part with possession of any of the Collateral;

- (d) **No Other Liens** - shall not create, assume or suffer to exist any charge, lien, federal or provincial government priority claim arising pursuant to statute including any deemed trust, security interest or encumbrance upon any Collateral except as permitted in any applicable Financing Document. No provision hereof shall be construed as a subordination or postponement of the security interest created hereunder to or in favour of any other charge, lien, security interest or encumbrance, whether or not it is permitted;
- (e) **To Hold Proceeds of Unauthorized Sale in Trust** - in the event the Collateral or any part thereof is sold or disposed of prior to the full discharge of this Debenture by Roynat, in any manner not authorized by this Debenture, shall hold all proceeds of such sale or disposition received by the Debtor as trustee for Roynat until the Debtor has been fully released from this Debenture by Roynat;
- (f) **To Insure** - shall keep insured the Collateral to its full insurable value or in such amounts as Roynat may reasonably require against all risks, with insurers approved by Roynat and will pay all premiums necessary for such purposes as the same shall become due;
- (g) **Inspection by Roynat** - shall allow any employees or third parties retained by Roynat at any reasonable time to enter the premises of the Debtor or others to inspect the Collateral and to inspect the books and records of the Debtor relating to the Collateral and make extracts therefrom, and shall permit Roynat prompt access to such other persons, as Roynat may deem necessary or desirable for the purposes of inspecting or verifying any matters relating to any part of the Collateral or the books and records of the Debtor relating to the Collateral, provided that any information so obtained shall be kept confidential, save as required by Roynat in exercising its rights hereunder or pursuant to any applicable law or court order. The Debtor shall pay all costs and expenses of third parties (including complete reimbursement for 100% of all legal fees and disbursements) retained by Roynat for purposes of inspection under this Section 4(g);
- (h) **Use and Maintenance** - shall cause the Collateral to be operated in accordance with any applicable manufacturer's manuals or instructions, by competent and duly qualified personnel. Any and all additions and accessions to and parts and replacements for the Collateral shall immediately become subject to the security interest created hereby. The Debtor shall not change the intended use of the Collateral without obtaining the prior written consent of Roynat which will not be unreasonably withheld or delayed;
- (i) **Possession and Control** - shall, on request by Roynat, deliver to Roynat possession of all chattel paper, instruments and negotiable documents of title. The Obligor shall also take whatever steps Roynat requires to enable Roynat to obtain control of any investment property forming part of the Collateral, including (a) arranging for any securities intermediary, futures intermediary or issuer of uncertificated securities to enter into an agreement satisfactory to Roynat to enable Roynat to obtain control, (b) delivering any certificated security to Roynat with any necessary endorsement and (c) having any security registered in the name of Roynat or its nominee;
- (j) **Location of Collateral** - shall keep the Collateral in the locations set forth in Schedule "C" hereto, except for goods in transit to such locations, or Inventory on lease or consignment, or with the prior written consent of Roynat and provided that the Debtor shall effect such further registrations and obtain such other consents and grant such other security, at the sole cost and expense of the Debtor, as may be required or desirable to protect or preserve the security hereby created and to maintain the priority intended to be granted to Roynat hereunder as against all others including landlords; and
- (k) **No Affixation** - shall not permit the Collateral to be attached to or affixed to real or other personal property without the prior written consent of Roynat which will not be unreasonably withheld or delayed. The Debtor shall obtain and deliver to Roynat such waivers as Roynat may reasonably request from any owner, landlord or mortgagee of premises on which the Collateral is located or to which the Collateral may become affixed or attached. The Debtor shall promptly do, execute and deliver all such further acts, documents, agreements or assurances as Roynat may reasonably require for giving effect to the intent of this Debenture and shall register such notice or documents against the title to such premises as Roynat may reasonably request to protect its interests hereunder and shall maintain plates or marks showing the name of Roynat upon the Collateral as requested.

5. **Waiver of Covenants.** Roynat may waive in writing any breach by the Debtor of any of the provisions contained in this Debenture or any default by the Debtor in the observance or performance of any covenant or condition required to be observed or performed by the Debtor hereunder, provided that no such waiver or any other act, failure to act or omission by Roynat shall extend to or be taken in any manner to affect any subsequent breach or default or the rights of Roynat resulting therefrom.

6. **Performance of Covenants by Roynat.** If the Debtor shall fail to perform any covenant on its part herein contained, Roynat may in its absolute discretion perform any such covenant capable of being performed by it, but Roynat shall be under no obligation to do so. If any such covenant requires the payment of money or if the Collateral or any part thereof shall become subject to any charge, lien, security interest or encumbrance ranking in priority to the security interest created hereby, Roynat may in its absolute discretion make such payment and/or pay or discharge such charge, lien, security interest or encumbrance, but Roynat shall be under no obligation to do so. All sums so paid by Roynat, together with interest at the highest rate chargeable by Roynat from time to time on the Obligations, shall be payable by the Debtor on demand and shall constitute a charge upon the Collateral. No such performance or payment shall relieve the Debtor from any default hereunder or any consequences of such default.

7. **Events of Default.** Each of the following events shall constitute an "Event of Default":
 - (a) a "default", an "event of default" or similar circumstance identified in any Financing Document; or
 - (b) the failure of the Debtor to pay any of the Obligations when due; or
 - (c) any demand for payment validly made by Roynat pursuant to any Financing Document that is not met in accordance with the terms of the demand.

8. **Enforcement.** Upon the happening of any Event of Default, the security granted herein shall become immediately enforceable and Roynat may at its option declare this Debenture to be in default and may exercise any rights, powers or remedies available to Roynat at law or in equity or under the Personal Property Security Act or other applicable legislation and, in addition, may exercise one or more of the following rights, powers or remedies, which rights, powers and remedies are cumulative:
 - (a) to, without exercising any of its other rights or remedies hereunder, give notice of the security interest in, and the assignment to, Roynat of any debt or liability forming part of the Collateral and may direct such person to make all payments on account of any such debt or liability to Roynat;
 - (b) to declare the full amount of the Obligations to be immediately due and payable;
 - (c) to terminate the Debtor's right to possession of the Collateral, cause the Debtor to immediately assemble and deliver the Collateral at such place or places as may be specified by Roynat, and enter upon the premises where the Collateral is located and take immediate possession thereof, whether it is affixed to the realty or not, and remove the Collateral without liability to Roynat for or by reason of such entry or taking of possession, whether for damage to property caused by taking such or otherwise;
 - (d) to enter upon and hold, possess, use, repair, preserve and maintain all or any part of the Collateral and make such replacements thereof and additions thereto as Roynat shall deem advisable;
 - (e) to sell, for cash or credit or part cash and part credit, lease or dispose of or otherwise realize upon the whole or any part of the Collateral whether by public or private sale as Roynat in its absolute discretion may determine without notice to the Debtor or advertisement and after deducting from the proceeds of sale (including complete reimbursement for 100% of all legal fees and disbursements) incurred in the repossession, sale, lease or other disposition of the Collateral apply the proceeds thereof to the Obligations in the manner and order to be determined by Roynat, provided however that Roynat shall only be liable to account to the Debtor, any subsequent encumbrancers and others for money actually received by Roynat and provided that the Debtor shall pay any deficiency forthwith;
 - (f) to appoint by instrument in writing any person or persons to be a receiver or receiver and manager of all or any portion of the Collateral, to fix the receiver's remuneration and to remove any receiver so appointed and appoint another or others in its stead;
 - (g) to apply to any court of competent jurisdiction for the appointment of a receiver or receiver and manager for all or any portion of the Collateral;
 - (h) to have any instruments or investment property registered in its name or in the name of its nominee and shall be entitled but not required to exercise voting and other rights that the holder of that Collateral may at any time have; but Roynat shall not be responsible for any loss occasioned by the exercise of those rights or by failure to exercise

them. Roynat may also enforce its rights under any agreement with any securities intermediary, futures intermediary or issuer of uncertificated securities; and

- (i) to retain the Collateral in satisfaction of the Obligations.

9. **Powers of Receiver.**

- (a) Any receiver (which term includes a receiver and manager) shall have all of the powers of Roynat set forth in this Debenture and, in addition, shall have the following powers:

- (i) to lease all or any portion of the Collateral and for this purpose execute contracts in the name of the Debtor, which contracts shall be binding upon the Debtor and the Debtor hereby irrevocably constitutes such receiver as its attorney for such purposes;
- (ii) to take possession of the Collateral, collect all rents, issues, incomes and profits derived therefrom and realize upon any additional or collateral security granted by the Debtor to Roynat and for that purpose may take any proceedings in the name of the Debtor or otherwise; and

to carry on or concur in carrying on the business which the Debtor is conducting and for that purpose the receiver may borrow money on the security of the Collateral in priority to this Debenture;

- (b) Any receiver appointed pursuant to the provisions hereof shall be deemed to be the agent of the Debtor for the purposes of:

- (i) carrying on and managing the business and affairs of the Debtor, and
- (ii) establishing liability for all of the acts or omissions of the receiver while acting in any capacity hereunder and Roynat shall not be liable for such acts or omissions,

provided that, without restricting the generality of the foregoing, the Debtor irrevocably authorizes Roynat to give instructions to the receiver relating to the performance of its duties as set out herein.

10. **Application of Moneys.** All moneys actually received by Roynat or by the receiver pursuant to Sections 8 and 9 of this Debenture shall be applied:

- (a) first, in payment of those claims, if any, of secured creditors of the Debtor (including any claims of the receiver pursuant to Section 9(a)), ranking in priority to the charges created by this Debenture as directed by Roynat or the receiver;
- (b) second, in payment of all costs, charges and expenses of and incidental to the appointment of the receiver (including complete reimbursement for 100% of all legal fees and disbursements) and the exercise by the receiver or Roynat of all or any of the powers granted to them under this Debenture, including the reasonable remuneration of the receiver or any agent or employee of the receiver or any agent of Roynat and all outgoings properly paid by the receiver or Roynat in exercising their powers as aforesaid;
- (c) third, in or towards the payment to Roynat of all other obligations due to it by the Debtor in such order as Roynat in its sole discretion may determine;
- (d) fourth, in or towards the payment of the obligation of the Debtor to persons if any, with security interests against Collateral ranking subsequent to those in favour of Roynat; and
- (e) fifth, subject to applicable law any surplus shall be paid to the Debtor.

11. **Realization Costs.** The Debtor shall pay all costs and expenses (including complete reimbursement for 100% of all legal fees and disbursements) of Roynat incidental to or which in any way relates to this Debenture or its enforcement, including, (i) taking, recovering or possessing the Collateral; (ii) taking any actions or other proceedings to enforce the remedies provided herein or otherwise in relation to this Debenture or the Collateral, or by reason of a default under any Financing Document or the non-payment of the moneys thereby secured; (iii) taking or responding to proceedings, giving notices and giving responses required under any applicable law concerning or relating to any Financing Document, including compliance

with the provisions of applicable bankruptcy, insolvency, personal property security and mortgage enforcement legislation; and (iv) obtaining the advice of counsel and other advisors in relation to the foregoing, all such costs and expenses and other monies payable hereunder, together with interest at the highest rate chargeable by Roynat from time to time on the Obligations, shall form part of the Obligations, shall be payable by the Debtor on demand and shall be secured hereby.

12. **Possession of Collateral.** The Debtor acknowledges that Roynat or any receiver appointed by it may take possession of Collateral wherever it may be located and by any method permitted by law and the Debtor agrees upon request from Roynat or any such receiver to assemble and deliver possession of the Collateral at such place or places as directed.
13. **Deficiency.** The Debtor shall remain liable to Roynat for any deficiency after the proceeds of any sale, lease or disposition of Collateral are received by Roynat and applied in accordance with the provisions of Section 10(c) hereof.
14. **Appointment of Monitor.** If in the opinion of Roynat, acting reasonably, a material adverse change has occurred in the financial condition of the Debtor, or if Roynat in good faith believes that the ability of the Debtor to pay any of its obligations to Roynat or to perform any other covenant contained herein has become impaired or if an Event of Default has occurred, Roynat may by written notice to the Debtor, appoint a monitor (the "Monitor") to investigate any or a particular aspect of the Collateral, the Debtor or its business and affairs for the purpose of reporting to Roynat. The Debtor shall give the Monitor its full co-operation, including full access to facilities, assets and records of the Debtor and to its creditors, customers, contractors, officers, directors, employees, auditors, legal counsel and agents. The Monitor shall have no responsibility for the affairs of the Debtor nor shall it participate in the management of the Debtor's affairs and shall incur no liability in respect thereof or otherwise in connection with the Debtor, its business and affairs or the Collateral. The Monitor shall act solely on behalf of Roynat and shall have no contractual relationship with the Debtor as a consultant or otherwise. The appointment of a Monitor shall not be regarded as an act of enforcement of this Debenture. All reasonable fees and expenses of the Monitor (including complete reimbursement for 100% of all legal fees and disbursements) shall be paid by the Debtor upon submission to it of a written invoice therefor. Roynat may at its option upon the occurrence of an event of default appoint or seek to have appointed the Monitor as receiver, receiver and manager, liquidator, or trustee in bankruptcy of the Debtor or the Collateral or any part thereof.
15. **Application of Insurance Proceeds.** Any insurance moneys received by Roynat may at the option of Roynat be applied to rebuilding or repairing the Collateral, or be paid to the Debtor, or any such moneys may be applied in the sole discretion of Roynat, in whole or in part, to the repayment of the Obligations or any part thereof whether then due or not, with any partial payments to be credited against principal instalments payable thereunder in inverse order of their maturity dates.
16. **No Merger or Novation.** The taking of any judgment or the exercise of any power of seizure or sale shall not operate to extinguish the liability of the Debtor to perform its obligations hereunder or to pay the Obligations hereby secured, shall not operate as a merger of any covenant herein contained or affect the right of Roynat to interest in effect from time to time hereunder and the acceptance of any payment or other security shall not constitute or create any novation. The execution and delivery of this Debenture or of any instruments or documents supplemental hereto shall not operate as a merger of any representation, warranty, term, condition or other provision contained in any other obligation or indebtedness of the Debtor to Roynat or under any Offer of Finance.
17. **Security in Addition.** The security hereby constituted is in addition to any other security now or hereafter held by Roynat. The taking of any action or proceedings or refraining from so doing, or any other dealings with any other security for the moneys secured hereby, shall not release or affect the security created hereby.
18. **Partial Discharges.** Roynat may in its sole discretion grant partial discharges or releases of security in respect of any of the Collateral on such terms and conditions as it shall deem fit and no such partial discharges or releases shall affect the remainder of the security created hereby nor shall it alter the obligations of the Debtor under the Obligations or hereunder.
19. **Assignment.** This Debenture may be assigned by Roynat to any other person and, if so assigned, the assignee shall have and be entitled to exercise any and all discretions, rights and powers of Roynat hereunder, and all references herein to Roynat shall include such assignee. The Debtor may not assign this Debenture or any of its rights or obligations hereunder. This Debenture shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. In any action brought by an assignee of this Debenture and the security interest or any part thereof to enforce any rights hereunder, the Debtor shall not assert against the assignee any claim or defence which the Debtor now has or hereafter may have against Roynat.
20. **Limited Power of Attorney.** The Debtor hereby appoints Roynat as the Debtor's attorney, with full power of substitution, in the name and on behalf of the Debtor, to execute, deliver and do all such acts, deeds, leases, documents, transfers, demands, conveyances, assignments, contracts, assurances, consents, financing statements and things as the Debtor has agreed to

execute, deliver and do hereunder, under any Offer of Finance or otherwise, or as may be required by Roynat or any receiver to give effect to this Debenture or in the exercise of any rights, powers or remedies hereby conferred on Roynat or any receiver, and generally to use the name of the Debtor in the exercise of all or any of the rights, powers or remedies hereby conferred on Roynat or any receiver. This appointment, being coupled with an interest, shall not be revoked by the insolvency, bankruptcy, dissolution, liquidation or other termination of the existence of the Debtor or for any other reason.

21. **Amalgamation.** The Debtor acknowledges that if it amalgamates with any other corporation or corporations (a) the Collateral and the lien created hereby shall extend to and include all the property and assets of each of the amalgamating corporations and the amalgamated corporation and to any property or assets of the amalgamated corporation thereafter owned or acquired, (b) the term "Debtor", where used herein shall extend to and include each of the amalgamating corporations and the amalgamated corporation, and (c) the term, "Obligations", where used herein shall extend to and include the Obligations of each of the amalgamating corporations and the amalgamated corporation. Nothing in this Section 21 shall be interpreted as permitting the Debtor to amalgamate in violation of any covenant of the Debtor contained herein or in any other agreement binding the Debtor.
22. **Severability.** Each of the provisions contained in this Debenture is distinct and severable and a declaration of invalidity, illegality or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision of this Debenture.
23. **Notices.** Any notice required or desired to be given hereunder or under any Offer of Finance or under any instrument supplemental hereto shall be in writing and may be given by personal delivery, by facsimile or other means of electronic communication or by sending the same by registered mail, postage prepaid, to Roynat or to the Debtor at their respective addresses set out above and, in the case of electronic communication, to the facsimile numbers set out above. Any notice so delivered shall be conclusively deemed given when personally delivered and any notice sent by facsimile or other means of electronic transmission shall be deemed to have been delivered on the business day following the sending of the notice, and any notice so mailed shall be conclusively deemed given on the third business day following the day of mailing, provided that in the event of a known disruption of postal service, notice shall not be given by mail. Any address for notice or payments herein referred to may be changed by notice in writing given pursuant hereto.

Notwithstanding the foregoing, if the Personal Property Security Act requires that notice be given in a special manner, then such notice or communication shall be given in such manner.

24. **General.**
- (a) The Debtor authorizes Roynat to file such financing statements, notices of security interest, caveats and other documents and do such acts and things as Roynat may consider appropriate to perfect its security in the Collateral, to protect and preserve its interest in the Collateral and to realize upon the Collateral.
 - (b) Nothing in this Debenture will in any way obligate Roynat to advance any funds, or otherwise make or cause to make credit available to the Debtor, nor will Roynat have any liability for any failure or delay in its part to exercise any rights hereunder.
 - (c) If more than one Debtor executes this Debenture, the obligations of such Debtors hereunder shall be joint and several.
 - (d) The division of this Debenture into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Debenture.
 - (e) When the context so requires, the singular shall include the plural and vice versa and words importing gender include all genders; all rights, advantages, privileges, immunities, powers and things hereby secured to the Debtor shall be equally secured to and exercised by its successors and assigns.
 - (f) Time is of the essence in this Debenture.
 - (g) The Debtor, if a corporation, waives the rights, benefits and protection given by and agrees that The Limitation of Civil Rights Act and The Land Contracts (Actions) Act, both of Saskatchewan, shall not apply to this Debenture or to any agreement renewing or extending this Debenture or to the rights, powers or remedies of Roynat under this Debenture or under any agreement renewing or extending this Debenture.

25. **Receipt.** The Debtor hereby acknowledges receipt of a true copy of this Debenture and, to the extent permitted by law, waives all rights to receive from Roynat a copy of any financing statement or financing change statement filed, or any verification statement received, at any time in respect of this Debenture or any supplemental or collateral security granted to Roynat.
26. **Governing Law and Headings.** This Debenture shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein. The division of this Debenture into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Debenture.
27. **Invalidity, etc.** Each of the provisions contained in this Debenture is distinct and severable and a declaration of invalidity, illegality or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision of this Debenture.
28. **Interest Calculations.** Interest payable on the Debenture shall be payable both before and after demand, default and judgement at the Loan Rate with interest on overdue interest at the same rate. For the purposes of the *Interest Act* (Canada), the yearly rate of interest applicable to amounts owing on this Debenture shall be calculated on the basis of a 365 day year.
29. **Waiver of Certain Legislation.** The Debtor hereby declares and covenants that:
- (a) *The Land Contracts (Actions) Act* (Saskatchewan) shall have no application to any action as defined in *The Land Contracts (Actions) Act* with respect to this Debenture, any of the Mortgaged Premises or any supplemental or collateral security granted to Roynat;
 - (b) *The Limitation of Civil Rights Act* (Saskatchewan) shall have no application to: (i) this Debenture; (ii) any indenture, instrument or agreement entered into by the Debtor, at any time hereafter, supplemental, collateral or ancillary hereto or in implementation of this Debenture or the Offer of Finance and involving the payment by the Debtor of money or the liability of the Debtor to pay money; (iii) any mortgage, charge or other security for the payment of the money made, given or created by this Debenture; (iv) any instrument or agreement entered into by the Debtor at any time hereafter, renewing or extending or collateral to this Debenture or any other security given to Roynat by the Debtor; or (v) the rights, powers or remedies of Roynat or a receiver or any other person under this Debenture or under any other security granted by the Debtor to Roynat or instrument or agreement collateral, supplemental or ancillary hereto or referred to in this Debenture; and
 - (c) to the extent permitted by law, the Debtor expressly waives its rights under the *Alberta Insurance Act* and *The Fire Prevention (Metropolis) Act, 1774* (GEO III, Ch. 78).

IN WITNESS WHEREOF the Debtor has executed this Debenture as of the date first written above.

JANMAR INVESTMENTS (ALBERTA) LTD.

By: _____
Name:
Title:

By:  _____
Name: c/s
Title:

SCHEDULE "A"

List of Freehold Property

PLAN 1520043

BLOCK 2

LOT 4

EXCEPTING THEREOUT ALL MINES AND MINERALS

AREA: 0.596 HECTARES (1.47 ACRES) MORE OR LESS

PLAN 9824566

BLOCK 29

LOT 16

EXCEPTING THEREOUT ALL MINES AND MINERALS

AREA: 0.445 HECTARES (1.1 ACRES) MORE OR LESS

PLAN 9824566

BLOCK 29

LOT 17

EXCEPTING THEREOUT ALL MINES AND MINERALS

AREA: 0.365 HECTARES (0.9 ACRES) MORE OR LESS

SCHEDULE "B"

List of Leasehold Property

NIL

SCHEDULE "C"

LOCATION AND DESCRIPTION OF COLLATERAL

Location of Collateral:

370 Falconer Crescent, Fort McMurray, Alberta
260/262 MacKay Crescent, Fort McMurray, Alberta

Description of Collateral:

n/a

GENERAL ASSIGNMENT OF LEASES AND R

Cian McDonnell

THIS INDENTURE dated this 7 day of February, 2017.

Sworn before me this 26 day of February, 2024

BETWEEN:

JANMAR INVESTMENTS (ALBERTA) LTD., a
the Province of Alberta and having its chief executive
Edmonton, AB T5J 3N6

A Commissioner for Oaths in and for Ontario

(hereinafter called the "Company"),

OF THE FIRST PART;

-and-

ROYNAT INC., a corporation incorporated under the laws of Canada and having an office at
3900 Scotia Centre, 700 - 2nd Street S.W., Calgary, AB T2P 2W2

(hereinafter called "Roynat"),

OF THE SECOND PART.

WHEREAS by a certain debenture (the "Debenture") dated the 7 day of February, 2017, in the face amount of \$11,000,000.00, which debenture was registered in the Alberta Land Titles Office, as Instrument No. _____, the Company granted, mortgaged and charged to Roynat the lands and premises described therein, including those described in Schedule "A" annexed hereto (the said lands and premises together with the buildings, improvements and fixtures situate thereon being hereinafter referred to as the "Premises") to secure the payment to Roynat of the principal of, interest on and all other moneys which may become owing on or pursuant to the Debenture (whenever in this Indenture reference is made to the Debenture, it shall be deemed to include any renewals or extensions thereof and any debentures or mortgages taken in substitution therefor either in whole or in part); and

WHEREAS as security for the due performance by the Company of all the covenants contained in the Debenture, the Company has agreed to assign, transfer and set over unto Roynat all the Company's right, title and interest in any and all leases or agreements to lease (the "Leases"), now or hereafter existing, of any and all portions of the Premises, including the leases set forth in Schedule "B" hereto, and all rents, charges and other monies (the "Rents") now due and payable or hereafter to become due and payable under the Leases.

NOW THIS INDENTURE WITNESSETH that in consideration of the premises and other good and valuable consideration the Company represents, covenants and agrees with Roynat as follows:

1. Assignment. The Company hereby irrevocably assigns, transfers and sets over unto Roynat, subject to no prior claim or assignment, the Leases and the Rents and all benefits and advantages to be derived therefrom, including any guarantees given to the Company in respect of the Leases and Rents, to hold and receive the same unto Roynat, its successors and assigns, with full power and authority to demand, collect, sue for, recover, receive receipts for the Rents and to enforce payment of the same in the name of the Company.
2. Where Company not in Default. Until the Company defaults under the covenants, terms and conditions contained in this Indenture or an event of default occurs under the Debenture the Company may demand, receive, collect and enjoy the Rents only as the same fall due and payable and not in advance, but nothing shall permit or authorize the Company to collect or receive Rents contrary to the covenants contained herein.
3. Remedies. The Company, in the event of a default hereunder or under the Debenture, hereby authorizes Roynat, at its option and in addition to any other rights it may have hereunder or under any other agreement or at common law or in equity, to deliver to any or all of the tenants, licencees or occupiers of the Premises notices to pay all Rents to Roynat and to collect such Rents and, in addition, enter upon the Premises by its officers, agents or employees for the purpose of collecting the Rents and/or operating and maintaining the Premises. The Company hereby authorizes Roynat generally to perform all such acts, including any acts by way of enforcement of the covenants and exercise of the rights contained in the Leases or otherwise, as may in the opinion of Roynat be necessary or desirable for the proper operation and maintenance of the Premises, which acts may be performed in the name of the Company or in the name of Roynat as in the absolute discretion of Roynat may seem proper or advisable. Roynat shall, after deduction of all collection charges and all expenses, which Roynat in its absolute discretion shall deem advisable to pay for the proper

operation and maintenance of the Premises, credit the remainder of the moneys which it may receive in connection with the Premises on account of any amount or amounts due to Roynat from the Company in such manner as Roynat shall in its sole discretion determine. Notwithstanding anything herein, Roynat shall be liable to account only for such monies as shall actually come into its hands.

4. Liability of Roynat. In the exercise of the powers herein granted to Roynat, no liability shall be asserted or enforced against Roynat, all such liability being hereby expressly waived and released by the Company. Roynat shall not be obligated to perform or discharge any obligation, duty or liability under the Leases, or under or by reason of this assignment, and the Company shall and does hereby agree to indemnify Roynat for and to hold it harmless of and from any and all liability, loss or damage which it may or might incur under the Leases or under or by reason of this assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of agreements contained in the Leases. Should Roynat incur any such liability, loss or damage under the Leases or by reason of this assignment, or the defence of any such claims or demands, the amount thereof, including costs, expenses and all legal fees and disbursements, shall be secured hereby, and the Company shall reimburse Roynat therefore immediately upon demand.

5. Receipts by Roynat. The Company hereby agrees that all receipts given by Roynat to any lessee under the Leases on account of any Rents paid to Roynat in accordance with the terms of this Indenture shall constitute a good and valid discharge therefor to each lessee.

6. Not Mortgagee in Possession. Nothing herein contained shall be deemed to have the effect of making Roynat responsible for the collection of the Rents or any part thereof for the performance of any covenants, terms or conditions either by the lessor or any lessee contained in the Leases and Roynat shall not by virtue of this Indenture be deemed a mortgagee in possession of the Premises.

7. Perform Covenants of Landlord. The Company shall at all times perform all of the lessor's covenants and obligations contained in the Leases and any failure on the part of the Company thereunder shall constitute a default hereunder and shall be deemed to be default under the Debenture. If so requested by Roynat, the Company will enforce the Leases and all remedies available to the Company against the lessees, in case of default under the Leases, or any of them, by the lessees.

8. Valid Leases. The Company hereby covenants with Roynat notwithstanding any act of the Company that the leases contained in Schedule "B" hereto are good, valid and subsisting leases and that the Company now has good right, full power and absolute authority to assign each such lease according to the true intent and meaning of this Indenture.

9. No Prepayment of Rents. The Company will not accept payment from any lessee in advance and will not cause payment to be made in advance on its direction for a period longer than provided in the respective lease and breach of this covenant shall be deemed to be default under the Debenture.

10. Covenants. The Company shall not without the written approval of Roynat first had and obtained:

- (a) do or omit to do any act having the effect of terminating, cancelling or accepting the surrender of the Leases or any of them;
- (b) amend, alter or vary the terms and conditions of the Leases or any of them;
- (c) waive, reduce or abate any of its rights or remedies under the Leases or the obligations of any other parties thereunder or in respect thereof;
- (d) permit any material default or breach of covenant by any lessee under the Leases; and
- (e) enter into any Leases for any part of the Premises that are not bona fide leases with lessees with whom the Company deals at arm's length. The terms of any future leases must be approved by Roynat prior to execution (such consent not to be unreasonably withheld or delayed) and shall be at rental rates and terms consistent with comparable space in the area of the Premises.

11. Waiver of Covenants. Roynat may waive any default or breach of covenant and shall not be bound to serve any notice upon any lessee under the Leases upon the happening of any default or breach of covenant, but any such waiver shall not extend to any subsequent default or breach of covenant.

12. Further Assurances. The Company covenants and agrees from time to time and at all times hereafter at the request of Roynat to execute and deliver at the expense of the Company such further assurances for better and more perfectly assigning to Roynat any Leases whether presently existing or hereafter created and the Rents payable thereunder in the manner aforesaid as Roynat may require and to execute, deliver and register, at the expense of the Company, all such documents as may be required to preserve, perfect

and protect the security constituted hereby including all such renewals as may be required by relevant legislation, including the *Personal Property Security Act*.

13. Re-assignment. The assignment, transfer and setting over herein provided shall not be revoked or rescinded by any variation of the terms of the Debenture or any extension of time for payment or otherwise but shall remain in full force and effect until the Company shall have performed all of its obligations under the Debenture. A discharge of the Debenture executed by Roynat shall operate as a re-assignment of the Leases and Rents without the need for any further conveyance, but Roynat shall, at the request and at the expense of the Company, execute and deliver a full re-assignment to the Company of the Leases and Rents and its all right, title and interest therein.

14. Binding Effect and Governing Law. This Indenture shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This Indenture shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

IN WITNESS WHEREOF the Company has executed this Indenture.

JANMAR INVESTMENTS (ALBERTA) LTD.


By:

Name:
Title:

c/s

By:

Name:
Title:


Ward Hemmings
Secretary

SCHEDULE "A"
DESCRIPTION OF PROPERTY

PLAN 1520043
BLOCK 2
LOT 4
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 0.596 HECTARES (1.47 ACRES) MORE OR LESS

PLAN 9824566
BLOCK 29
LOT 16
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 0.445 HECTARES (1.1 ACRES) MORE OR LESS

PLAN 9824566
BLOCK 29
LOT 17
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 0.365 HECTARES (0.9 ACRES) MORE OR LESS



LAND TITLE CERTIFICATE

This is Exhibit " D " referred to in the Affidavit of

Cian McDonnell

Sworn before me this 26 day of February, 2024

[Signature] A Commissioner for Oaths in and for Ontario

S LINC SHORT LEGAL 0036 487 478 1520043;2;4

LEGAL DESCRIPTION PLAN 1520043 BLOCK 2 LOT 4 EXCEPTING THEREOUT ALL MINES AND MINERALS AREA: 0.596 HECTARES (1.47 ACRES) MORE OR LESS

ESTATE: FEE SIMPLE ATS REFERENCE: 4;8;88;22;NW

MUNICIPALITY: REGIONAL MUNICIPALITY OF WOOD BUFFALO

REFERENCE NUMBER: 152 172 394

Table with 5 columns: REGISTRATION, DATE (DMY), REGISTERED OWNER(S), DOCUMENT TYPE, VALUE, CONSIDERATION. Row 1: 172 044 094, 10/02/2017, TRANSFER OF LAND, \$7,300,000, SEE INSTRUMENT

OWNERS

JANMAR INVESTMENTS (ALBERTA) LTD. OF 2400, 10303 JASPER AVE EDMONTON ALBERTA T5J 3N6

ENCUMBRANCES, LIENS & INTERESTS

Table with 3 columns: REGISTRATION NUMBER, DATE (D/M/Y), PARTICULARS. Row 1: 762 011 893, 21/01/1976, ZONING REGULATIONS BY - HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY DEPARTMENT OF TRANSPORT. Row 2: 152 003 495, 06/01/2015, CAVEAT RE : DEVELOPMENT AGREEMENT PURSUANT TO MUNICIPAL GOVERNMENT ACT CAVEATOR - REGIONAL MUNICIPALITY OF WOOD BUFFALO.

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
		9909 FRANKLIN AVENUE FORT MCMURRAY ALBERTA T9H2K4 AGENT - BRADLEY EVANSON
152 003 499	06/01/2015	UTILITY RIGHT OF WAY GRANTEE - REGIONAL MUNICIPALITY OF WOOD BUFFALO. AS TO PORTION OR PLAN:1520044 SHOWN AS AREA "A"
152 065 544	26/02/2015	CAVEAT RE : DEVELOPMENT AGREEMENT PURSUANT TO MUNICIPAL GOVERNMENT ACT CAVEATOR - REGIONAL MUNICIPALITY OF WOOD BUFFALO. PLANNING AND DEVELOPMENT DEPARTMENT 9909 FRANKLIN AVENUE FORT MCMURRAY ALBERTA T9H2K4
162 332 785	24/11/2016	CAVEAT RE : LEASE INTEREST CAVEATOR - TRISTAR HYDROVACS LTD. BOX 1390 STETTNER ALBERTA T0C2L0 AGENT - PAMELA S LINDSAY
172 053 330	23/02/2017	CAVEAT RE : LEASE INTEREST CAVEATOR - THE SHALE GROUP OF COMPANIES LTD. C/O BROWNLEE LLP 2200, 10155-102 STREET EDMONTON ALBERTA T5J4G8 AGENT - RYAN C KEMP
172 060 051	06/03/2017	MORTGAGE MORTGAGEE - ROYNAT INC. BROOKFIELD PLACE SUITE 1700 225 6 AVE SW CALGARY ALBERTA T2P1N2 ORIGINAL PRINCIPAL AMOUNT: \$11,000,000 (DATA UPDATED BY: CHANGE OF ADDRESS 182072029)
172 060 052	06/03/2017	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - ROYNAT INC. BROOKFIELD PLACE

(CONTINUED)

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

SUITE 1700 225 6 AVE SW
CALGARY
ALBERTA T2P1N2
AGENT - CATHERINE M LONG
(DATA UPDATED BY: CHANGE OF ADDRESS 182072060)

TOTAL INSTRUMENTS: 008

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 23 DAY OF
FEBRUARY, 2024 AT 02:03 P.M.

ORDER NUMBER: 49811242

CUSTOMER FILE NUMBER: 212586



END OF CERTIFICATE

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

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

Search ID #: Z17084937

Transmitting Party

DUNCAN CRAIG LLP

2800 SCOTIA PLACE 10060 JASPER AVE
EDMONTON, AB T5J 3V9

Party Code: 50001320
Phone #: 780 428 6036
Reference #: 212586

Search ID #: Z17084937

Date of Search: 2024-Feb-23

Time of Search: 14:06:59

Business Debtor Search For:

JANMAR INVESTMENTS (ALBERTA) 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.

This is Exhibit " E " referred to
in the Affidavit of

Cian McDonnell

Sworn before me this 26 day

of February, 2024


A Commissioner for Oaths in and for Ontario



Search ID #: Z17084937

Business Debtor Search For:

JANMAR INVESTMENTS (ALBERTA) LTD.

Search ID #: Z17084937

Date of Search: 2024-Feb-23

Time of Search: 14:06:59

Registration Number: 17021525136
Registration Date: 2017-Feb-15

Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2025-Feb-15 23:59:59

Exact Match on: Debtor No: 1

Amendments to Registration

17122032937	Amendment	2017-Dec-20
23051212687	Amendment	2023-May-12

Debtor(s)

Block

Status
Current

1 JANMAR INVESTMENTS (ALBERTA) LTD.
2400, 10303 JASPER AVENUE
EDMONTON, AB T5J 3N6

Secured Party / Parties

Block

Status
Deleted by
17122032937

1 ROYNAT INC.
3900 SCOTIA CENTRE, 700 - 2ND STREET SW
CALGARY, AB T2P 2W2

Block

Status
Deleted by
23051212687

2 ROYNAT INC.
BROOKFIELD PLACE, STE 1700, 225 6 AVE SW
CALGARY, AB T2P 1N2

Block

Status
Current by
23051212687

3 ROYNAT INC.
BROOKFIELD PLACE, STE 1700, 225 6 AVE SW
CALGARY, AB T2P 1N2
Email: 3rdpartyrequest@roynat.com

Search ID #: Z17084937

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR EXCEPT FOR PERSONAL PROPERTY NOT LOCATED ON OR USED IN RELATION TO THE REAL PROPERTY DESCRIBED AS 260/262 MACKAY CRESCENT AND 370 FALCONER CRESCENT, FORT MCMURRAY, ALBERTA.	Deleted By 23051212687
2	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR LOCATED AT, USED IN CONNECTION WITH, OR ARISING FROM OR IN RESPECT OF THE LANDS LEGALLY DESCRIBED AS PLAN 1520043; BLOCK 2; LOT 4, AND MUNICIPALLY DESCRIBED AS 370 FALCONER CRESCENT, FORT MCMURRAY, ALBERTA, WHETHER OR NOT SUBSEQUENTLY REMOVED THEREFROM AND ALL PROCEEDS THEREOF.	Current By 23051212687

Search ID #: Z17084937

Business Debtor Search For:

JANMAR INVESTMENTS (ALBERTA) LTD.

Search ID #: Z17084937

Date of Search: 2024-Feb-23

Time of Search: 14:06:59

Registration Number: 17021525237

Registration Type: LAND CHARGE

Registration Date: 2017-Feb-15

Registration Status: Current

Registration Term: Infinity

Exact Match on:

Debtor

No: 1

Amendments to Registration

17122033048

Amendment

2017-Dec-20

Debtor(s)

Block

Status

Current

1 JANMAR INVESTMENTS (ALBERTA) LTD.
2400, 10303 JASPER AVENUE
EDMONTON, AB T5J 3N6

Secured Party / Parties

Block

Status

Deleted by
17122033048

1 ROYNAT INC.
3900 SCOTIA CENTRE, 700-2ND STREET SW
CALGARY, AB T2P 2W2

Block

Status

Current by
17122033048

2 ROYNAT INC.
BROOKFIELD PLACE, STE 1700, 225 6 AVE SW
CALGARY, AB T2P 1N2

Search ID #: Z17084937

Business Debtor Search For:

JANMAR INVESTMENTS (ALBERTA) LTD.

Search ID #: Z17084937

Date of Search: 2024-Feb-23

Time of Search: 14:06:59

Registration Number: 23042735210

Registration Date: 2023-Apr-27

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2054-Apr-27 23:59:59

Exact Match on: Debtor No: 1

Exact Match on: Debtor No: 2

Amendments to Registration

23042735228

Renewal

2023-Apr-27

23070550600

Amendment

2023-Jul-05

Debtor(s)

Block

Status
Current

1 JANMAR INVESTMENTS (ALBERTA) LTD.
2400, 10303 JASPER AVENUE NW
EDMONTON, AB T5J 3N6

Block

Status
Current

2 JANMAR INVESTMENTS (ALBERTA) LTD.
6415 - 75 STREET NW
EDMONTON, AB T6E 0T3

Secured Party / Parties

Block

Status
Deleted by
23070550600

1 BUSINESS DEVELOPMENT BANK OF CANADA
BOX 6,505 BARRARD ST
VANCOUVER, BC V7X 1M3
Phone #: 604 666 1916 Fax #: 604 666 1573
Email: legalwfsc@bdc.ca

Block

Status
Current by
23070550600

2 BUSINESS DEVELOPMENT BANK OF CANADA
1500 - 1133 MELVILLE STREET
VANCOUVER, BC V6E 4E5

Search ID #: Z17084937

Phone #: 604 666 1916

Fax #: 604 666 1573

Email: legalwfsc@bdc.ca

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	All of the Debtor's present and after-acquired personal property. Proceeds: all of the Debtor's present and after-acquired personal property.	Current

Search ID #: Z17084937

Business Debtor Search For:

JANMAR INVESTMENTS (ALBERTA) LTD.

Search ID #: Z17084937

Date of Search: 2024-Feb-23

Time of Search: 14:06:59

Registration Number: 23102416721

Registration Date: 2023-Oct-24

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2031-Oct-24 23:59:59

Exact Match on: Debtor No: 2

Debtor(s)

Block

Status
Current

1 TID HOLDINGS INC.
2500 - 10220 103 AVENUE NW
EDMONTON, AB T5J 0K4

Block

Status
Current

2 JANMAR INVESTMENTS (ALBERTA) LTD.
2400 - 10303 JASPER AVENUE NW
EDMONTON, AB T5J 3N6

Block

Status
Current

3 1406676 ALBERTA LTD.
108 - 150 CHIPPEWA ROAD
SHERWOOD PARK, AB T8A 6A2

Block

Status
Current

4 W.F. FLEMING HOLDINGS LTD.
108 - 150 CHIPPEWA ROAD
SHERWOOD PARK, AB T8A 6A2

Block

Status
Current

5 2340355 ALBERTA LTD.
600 - 12220 STONY PLAIN ROAD NW
EDMONTON, AB T5N 3Y4

Block

Status
Current

6 FLEMING, WARD
29 BRAESIDE TERRACE
SHERWOOD PARK, AB T8A 3V6

Search ID #: Z17084937

Birth Date:
1970-Aug-06

Block

Status
Current

7 FLEMING, LESLEY
29 BRAESIDE TERRACE
SHERWOOD PARK, AB T8A 3V6

Birth Date:
1972-Jan-05

Secured Party / Parties

Block

Status
Current

1 COMPUTERSHARE TRUST COMPANY OF CANADA
401, 10 KING STREET EAST
TORONTO, ON M5C 1C3
Email: abautonsp@teranet.ca

Collateral: General

Block

Description

Status

1	ALL PRESENT AND FUTURE INDEBTEDNESS OF 114 DEVELOPMENT LTD.	Current
2	TO THE DEBTOR/DEBTORS, BOTH COLLECTIVELY OR INDIVIDUALLY,	Current
3	BOTH DIRECT AND INDIRECT, BOTH ABSOLUTE AND CONTINGENT,	Current
4	INCLUDING WITHOUT RESTRICTION INDEBTEDNESS EVIDENCED BY	Current
5	ACCOUNTS, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER OR	Current
6	SECURITY, AND ALL PROCEEDS THEREOF.	Current
7	PROCEEDS: ACCOUNTS, CHATTEL PAPER, MONEY, INTANGIBLES, GOODS,	Current
8	INSURANCE PROCEEDS, DOCUMENTS OF TITLE, INSTRUMENTS, AND	Current
9	SECURITIES.	Current

Particulars

Block

Additional Information

Status

1	The full address of the Secured Party is: Computershare Trust Company of Canada c/o Peakhill Capital Inc. 401, 10 King Street East Toronto, Ontario M5C 1C3	Current
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Result Complete

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

Date of Search: 2024/02/23
 Time of Search: 02:06 PM
 Search provided by: DUNCAN CRAIG LLP - EDMONTON
 Service Request Number: 41542385
 Customer Reference Number: 212586

Corporate Access Number: 2020007361
Business Number: 743304495
Legal Entity Name: JANMAR INVESTMENTS (ALBERTA) LTD.


Legal Entity Status: Active
Alberta Corporation Type: Named Alberta Corporation
Registration Date: 2016/10/25 YYYY/MM/DD

Registered Office:
Street: 108-150 CHIPPEWA RD
City: SHERWOOD PARK
Province: ALBERTA
Postal Code: T8A6A2
Records Address:
Street: #108, 150 CHIPPEWA ROAD
City: SHERWOOD PARK
Province: ALBERTA
Postal Code: T8A6A2

Email Address: ADMIN@PARK-LAW.CA

Primary Agent for Service:

This is Exhibit " F " referred to
 in the Affidavit of
 Cian McDonnell

 Sworn before me this 26 day
 of February, 2024


 A Commissioner for Oaths in and for Ontario

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
WARD	BRYAN	J.	BRYAN J WARD PROFESSIONAL CORPORATION O/A PARK LAW	#108, 150 CHIPPEWA ROAD	SHERWOOD PARK	ALBERTA	T8A6A2	BRYAN@PARK-LAW.CA

Directors:

Last Name: CARR

First Name: MARJORIE
Middle Name: A.
Street/Box Number: 2400-10303 JASPER AVE NW
City: EDMONTON
Province: ALBERTA
Postal Code: T5J3N6

Last Name: CARR
First Name: DAVID
Street/Box Number: 2400-10303 JASPER AVE NW
City: EDMONTON
Province: ALBERTA
Postal Code: T5J3N6

Last Name: FLEMING
First Name: WARD
Street/Box Number: 2400-10303 JASPER AVE NW
City: EDMONTON
Province: ALBERTA
Postal Code: T5J3N6

Voting Shareholders:

Legal Entity Name: 2155200 ALBERTA LTD.
Corporate Access Number: 2021552001
Street: 2400-10303 JASPER AVE NW
City: EDMONTON
Province: ALBERTA
Postal Code: T5J3N6
Percent Of Voting Shares: 50

Legal Entity Name: W.F FLEMING HOLDINGS LTD.
Corporate Access Number: 2010192538
Street: 2400-10303 JASPER AVE NW
City: EDMONTON
Province: ALBERTA
Postal Code: T5J3N6
Percent Of Voting Shares: 50

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: SEE ADDENDUM A
Share Transfers Restrictions: SEE ADDENDUM B
Min Number Of Directors: 1
Max Number Of Directors: 7
Business Restricted To: NONE
Business Restricted From: NONE
Other Provisions: SEE ADDENDUM C

Other Information:

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2023	2023/09/20

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2016/10/25	Incorporate Alberta Corporation
2019/01/15	Change Director / Shareholder
2020/02/22	Update BN
2023/09/20	Enter Annual Returns for Alberta and Extra-Provincial Corp.

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Restrictions on Share Transfers	ELECTRONIC	2016/10/25
Other Rules or Provisions	ELECTRONIC	2016/10/25
Share Structure	ELECTRONIC	2016/10/25

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.



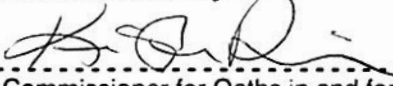
This is Exhibit " G " referred to
in the Affidavit of

Cian McDonnell

ROYNAT INC.

GUARANTEE AND INDEMNITY

Sworn before me this 26 day
of February, 2024


A Commissioner for Oaths in and for Ontario

TO: ROYNAT INC. ("Roynat")
DATE: February 1, 2017.

RECITALS:

- A. Pursuant to an offer of finance dated as of January 27, 2017 (as amended, restated, modified or replaced from time to time, the "Offer of Finance") issued by Roynat in favour of Janmar Investments (Alberta) Ltd. (the "Borrower"), Roynat has agreed to make certain financing available to the Borrower.
- B. The undersigned (the "Guarantor") is required to deliver this Guarantee and Indemnity (this "Agreement") under the terms of the Offer of Finance and will derive substantial direct and indirect benefits and advantages from the financing provided to the Borrower under the Offer of Finance.

FOR VALUE RECEIVED and intending to be legally bound by this Agreement, the Guarantor agrees as follows:

SECTION 1.
GUARANTEE

- 1.1 The Guarantor unconditionally guarantees and covenants with Roynat that the Borrower will duly and punctually pay to Roynat all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not at any time owing by the Borrower to Roynat wherever incurred and whether incurred by the Borrower alone or with another or others, including, without limitation, all the principal of, interest on and all other moneys owing under or in connection with the Offer of Finance as and when the same become due and payable according to the terms of the Offer of Finance (the "Guaranteed Liabilities").
- 1.2 The Guarantor hereby acknowledges communication of the terms of the Offer of Finance and consents to and approves of the same. The guarantee herein contained shall take effect and be binding upon the Guarantor notwithstanding any defect in or omission from any documentation or security delivered by the Borrower to Roynat or any default in or omission from the Offer of Finance or any non-registration or non-filing or defective registration or filing or by reason of any failure of the security delivered pursuant to the Offer of Finance or any other security.
- 1.3 The liability of the Guarantor under Section 1.1 hereof shall be joint and several with that of the Borrower and shall be absolute and unconditional. The Guarantor shall for all purposes of the guarantee be regarded as in the same position as a principal debtor, and hereby expressly waives demand, presentment, protest and notice thereof and of default. The obligation of the Guarantor hereunder shall be deemed to arise in respect of each default.

SECTION 2.
INDEMNITY

- 2.1 The Guarantor also unconditionally agrees that, if the Borrower does not unconditionally and irrevocably pay any of the Guaranteed Liabilities when due and those Guaranteed Liabilities are not recoverable from the Guarantor for any reason under Section 1, the Guarantor shall indemnify Roynat immediately on demand against any cost, loss, damage, expense or liability suffered by Roynat as a result of the Borrower's failure to do so.

SECTION 3.
DEFAULT AND ENFORCEMENT

- 3.1 If the Borrower shall make default in payment of the principal of, interest on or any other moneys owing to Roynat on any of the Guaranteed Liabilities including, without limitation, any principal of, interest on or other monies owing under the Offer of Finance as and when the same become due and payable, then the Guarantor shall forthwith on demand by Roynat pay to Roynat the principal, interest and other moneys in default.
- 3.2 If the Guarantor shall fail forthwith on demand to make good any such default, Roynat may in its discretion proceed with the enforcement of its rights hereunder and may proceed to enforce such rights or from time to time any thereof prior to, contemporaneously with or after any action taken under any security or other documents delivered by the Borrower or others to Roynat, including the Offer of Finance. The Guarantor shall pay on demand all costs and expenses (including complete reimbursement for 100% of all legal fees and disbursements) incurred by Roynat in enforcing or attempting to enforce its rights hereunder and all proceedings taken in relation hereto; all such costs and expenses and other moneys payable hereunder shall bear interest at the greater of the loan rate or the interest rate provided for in any of the Offer of Finance, other security or loan documents.
- 3.3 All sums paid to or recovered by Roynat pursuant to the provisions hereof shall be applied by it in payment of its costs and expenses payable hereunder and the principal, interest and other moneys owing to Roynat including, without limitation, all amounts owing under or in connection with the Offer of Finance in such order as Roynat in its sole discretion may determine.
- 3.4 Roynat may waive any default of the Guarantor hereunder upon such terms and conditions as it may determine provided that no such waiver shall extend to or be taken in any manner whatsoever to affect any subsequent default or the rights resulting therefrom.
- 3.5 Any moneys paid by or recovered from the Guarantor hereunder shall be held to have been paid pro tanto in discharge of the liability of the Guarantor hereunder, but not in discharge of the liability of the Borrower, and in the event of any such payment by or recovery from the Guarantor, the Guarantor hereby assigns any rights with respect to or arising from such payment or recovery (including without limitation any right of subrogation) to Roynat unless or until Roynat has received in the aggregate payment in full of all moneys owing to Roynat including, without limitation, amounts owing under or in connection with the Offer of Finance. If the Guarantor receives money in payment of any such debts and liabilities, the Guarantor will hold them in trust for, and will immediately pay funds to, Roynat without reducing the Guarantor's liability under this Agreement.

SECTION 4.
ABSOLUTE LIABILITY

- 4.1 The liability of the Guarantor under this Agreement is absolute and unconditional. It will not be limited or reduced, nor will Roynat be responsible or owe any duty (as a fiduciary or otherwise) to the Guarantor, nor will Roynat's rights under this Agreement be prejudiced, by the existence or occurrence (with or without the Guarantor's knowledge or consent) of any one or more of the following events:
- (a) any termination, invalidity, unenforceability or release by Roynat or any of its rights against the Borrower or against any other person or of any security;
 - (b) any increase, reduction, renewal, substitution or other change in, or discontinuance of, the terms relating to the Guaranteed Liabilities or to any credit extended by Roynat to the Borrower; any agreement to any proposal or scheme of arrangement concerning, or granting any extensions of time or any other indulgences or concessions to, the Borrower or any other person; any taking or giving up of any security; abstaining from taking, perfecting, filing or registering any security; allowing any security to lapse (whether by failing to make or maintain any registration, filing or

otherwise); or any neglect or omission by Roynat in respect of, or in the course of, doing any of these things;

- (c) accepting compositions from compromises, arrangements or plans of reorganizations or granting releases or discharges to the Borrower or any other person, or any other dealing with the Borrower or any other person or with any security that Roynat considers appropriate;
- (d) any unenforceability or loss of or in respect of the Offer of Finance or any security held from time to time by Roynat from the undersigned, the Borrower or any other person, whether the loss is due to the means or timing of any registration, disposition or realization of any collateral that is the subject of that security or otherwise due to Roynat's fault or any other reason;
- (e) any change in the Borrower's name; or any reorganization (whether by way of amalgamation, merger, transfer, sale lease or otherwise) of the Borrower or the Borrower's business;
- (f) any change in the Borrower's financial condition or that of the Guarantor or any other guarantor (including insolvency and bankruptcy);
- (g) any change of effective control of the Borrower;
- (h) any event, whether or not attributable to Roynat, that may be considered to have caused or accelerated the bankruptcy or insolvency of the Borrower, the Guarantor or any other guarantor, or to have resulted in the initiation of any such proceedings;
- (i) Roynat's filing of any claim for payment with any administrator, provisional liquidator, conservator, trustee, receiver, custodian or other similar officer appointed for the Borrower or for all or substantially all of the Borrower's assets;
- (j) any failure by Roynat to abide by any of the terms and conditions of Roynat's agreements with, or to meet any of its obligations or duties owed to, the undersigned, the Borrower or any person, or any breach of any duty (whether as a fiduciary or otherwise) that exists or is alleged to exist between Roynat and the Guarantor, the Borrower or any person;
- (k) any incapacity, disability, or lack or limitation of status or of the power of the Borrower or of the Borrower's directors, managers, officers, partners or agents; the discovery that the Borrower is not or may not be a legal entity; or any irregularity, defect or informality in the incurring of any of the Guaranteed Liabilities;
- (l) any event whatsoever that might be a defence available to, or result in a reduction or discharge of, the Guarantor, the Borrower or any other person in respect of either the Borrower's Debts or the Guarantor's liability under this Agreement; or
- (m) any amendment to any, some or all of the Offer of Finance or any other security or agreements entered into under or in connection therewith.

For greater certainty, the undersigned agrees that Roynat may deal with the Guarantor, the Borrower and any other person in any manner without affecting the Guarantor's liability under this Agreement.

Any claims by the Guarantor against Roynat and its agents in respect of any of the foregoing matters or otherwise are hereby waived.

- 4.2 After all moneys payable by the Borrower to Roynat including, without limitation, amounts owing under the Offer of Finance, have been paid in full, this Agreement shall cease and become null and void and Roynat shall, at the request and at the expense of the Guarantor execute and deliver a release to the Guarantor.

SECTION 5.
MISCELLANEOUS

- 5.1 Any notices given hereunder shall be conclusively deemed effectively given if delivered personally to either of the parties hereto at the address for such party given above or if forwarded by registered mail to such party at such address. Any notice so mailed shall be conclusively deemed given on the third business day after the day of mailing, provided that in the event of a known disruption of postal service notice shall be given by personal delivery only. Either party hereto may effect a change of address by written notice given to the other party hereto in accordance with this section.
- 5.2 This Agreement shall be construed in accordance with and governed by the laws of the Province of Alberta.
- 5.3 This Agreement shall enure to the benefit of Roynat and its successors and assigns and be binding upon the successors and any permitted assigns/heirs, executors, administrators and personal representatives of the Guarantor

IN WITNESS WHEREOF the Guarantor has executed this Agreement as of the date first written above.

1406676 ALBERTA LTD.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

A handwritten signature in black ink, appearing to read "Wade Fleming", is written over a horizontal line. To the right of the signature is a circular, embossed corporate seal. The seal contains text around its perimeter, including "1406676 ALBERTA LTD.", and a central emblem. The signature and seal are positioned over the signature line for the first party.

ROYNAT INC.

GUARANTEE AND INDEMNITY

TO: ROYNAT INC. ("Roynat")

DATE: February 1, 2017.

RECITALS:

- A. Pursuant to an offer of finance dated as of January 27, 2017 (as amended, restated, modified or replaced from time to time, the "Offer of Finance") issued by Roynat in favour of Janmar Investments (Alberta) Ltd. (the "Borrower"), Roynat has agreed to make certain financing available to the Borrower.
- B. The undersigned (the "Guarantor") is required to deliver this Guarantee and Indemnity (this "Agreement") under the terms of the Offer of Finance and will derive substantial direct and indirect benefits and advantages from the financing provided to the Borrower under the Offer of Finance.

FOR VALUE RECEIVED and intending to be legally bound by this Agreement, the Guarantor agrees as follows:

SECTION 1.
GUARANTEE

- 1.1 The Guarantor unconditionally guarantees and covenants with Roynat that the Borrower will duly and punctually pay to Roynat all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not at any time owing by the Borrower to Roynat wherever incurred and whether incurred by the Borrower alone or with another or others, including, without limitation, all the principal of, interest on and all other moneys owing under or in connection with the Offer of Finance as and when the same become due and payable according to the terms of the Offer of Finance (the "Guaranteed Liabilities").
- 1.2 The Guarantor hereby acknowledges communication of the terms of the Offer of Finance and consents to and approves of the same. The guarantee herein contained shall take effect and be binding upon the Guarantor notwithstanding any defect in or omission from any documentation or security delivered by the Borrower to Roynat or any default in or omission from the Offer of Finance or any non-registration or non-filing or defective registration or filing or by reason of any failure of the security delivered pursuant to the Offer of Finance or any other security.
- 1.3 The liability of the Guarantor under Section 1.1 hereof shall be joint and several with that of the Borrower and shall be absolute and unconditional. The Guarantor shall for all purposes of the guarantee be regarded as in the same position as a principal debtor, and hereby expressly waives demand, presentment, protest and notice thereof and of default. The obligation of the Guarantor hereunder shall be deemed to arise in respect of each default.

SECTION 2.
INDEMNITY

- 2.1 The Guarantor also unconditionally agrees that, if the Borrower does not unconditionally and irrevocably pay any of the Guaranteed Liabilities when due and those Guaranteed Liabilities are not recoverable from the Guarantor for any reason under Section 1, the Guarantor shall indemnify Roynat immediately on demand against any cost, loss, damage, expense or liability suffered by Roynat as a result of the Borrower's failure to do so.

SECTION 3.
DEFAULT AND ENFORCEMENT

- 3.1 If the Borrower shall make default in payment of the principal of, interest on or any other moneys owing to Roynat on any of the Guaranteed Liabilities including, without limitation, any principal of, interest on or other monies owing under the Offer of Finance as and when the same become due and payable, then the Guarantor shall forthwith on demand by Roynat pay to Roynat the principal, interest and other moneys in default.
- 3.2 If the Guarantor shall fail forthwith on demand to make good any such default, Roynat may in its discretion proceed with the enforcement of its rights hereunder and may proceed to enforce such rights or from time to time any thereof prior to, contemporaneously with or after any action taken under any security or other documents delivered by the Borrower or others to Roynat, including the Offer of Finance. The Guarantor shall pay on demand all costs and expenses (including complete reimbursement for 100% of all legal fees and disbursements) incurred by Roynat in enforcing or attempting to enforce its rights hereunder and all proceedings taken in relation hereto; all such costs and expenses and other moneys payable hereunder shall bear interest at the greater of the loan rate or the interest rate provided for in any of the Offer of Finance, other security or loan documents.
- 3.3 All sums paid to or recovered by Roynat pursuant to the provisions hereof shall be applied by it in payment of its costs and expenses payable hereunder and the principal, interest and other moneys owing to Roynat including, without limitation, all amounts owing under or in connection with the Offer of Finance in such order as Roynat in its sole discretion may determine.
- 3.4 Roynat may waive any default of the Guarantor hereunder upon such terms and conditions as it may determine provided that no such waiver shall extend to or be taken in any manner whatsoever to affect any subsequent default or the rights resulting therefrom.
- 3.5 Any moneys paid by or recovered from the Guarantor hereunder shall be held to have been paid pro tanto in discharge of the liability of the Guarantor hereunder, but not in discharge of the liability of the Borrower, and in the event of any such payment by or recovery from the Guarantor, the Guarantor hereby assigns any rights with respect to or arising from such payment or recovery (including without limitation any right of subrogation) to Roynat unless or until Roynat has received in the aggregate payment in full of all moneys owing to Roynat including, without limitation, amounts owing under or in connection with the Offer of Finance. If the Guarantor receives money in payment of any such debts and liabilities, the Guarantor will hold them in trust for, and will immediately pay funds to, Roynat without reducing the Guarantor's liability under this Agreement.

SECTION 4.
ABSOLUTE LIABILITY

- 4.1 The liability of the Guarantor under this Agreement is absolute and unconditional. It will not be limited or reduced, nor will Roynat be responsible or owe any duty (as a fiduciary or otherwise) to the Guarantor, nor will Roynat's rights under this Agreement be prejudiced, by the existence or occurrence (with or without the Guarantor's knowledge or consent) of any one or more of the following events:
- (a) any termination, invalidity, unenforceability or release by Roynat or any of its rights against the Borrower or against any other person or of any security;
 - (b) any increase, reduction, renewal, substitution or other change in, or discontinuance of, the terms relating to the Guaranteed Liabilities or to any credit extended by Roynat to the Borrower; any agreement to any proposal or scheme of arrangement concerning, or granting any extensions of time or any other indulgences or concessions to, the Borrower or any other person; any taking or giving up of any security; abstaining from taking, perfecting, filing or registering any security; allowing any security to lapse (whether by failing to make or maintain any registration, filing or otherwise); or any neglect or omission by Roynat in respect of, or in the course of, doing any of these things;
 - (c) accepting compositions from compromises, arrangements or plans of reorganizations or granting releases or discharges to the Borrower or any other person, or any other dealing with the Borrower or any other person or with any security that Roynat considers appropriate;

- (d) any unenforceability or loss of or in respect of the Offer of Finance or any security held from time to time by Roynat from the undersigned, the Borrower or any other person, whether the loss is due to the means or timing of any registration, disposition or realization of any collateral that is the subject of that security or otherwise due to Roynat's fault or any other reason;
- (e) any change in the Borrower's name; or any reorganization (whether by way of amalgamation, merger, transfer, sale lease or otherwise) of the Borrower or the Borrower's business;
- (f) any change in the Borrower's financial condition or that of the Guarantor or any other guarantor (including insolvency and bankruptcy);
- (g) any change of effective control of the Borrower;
- (h) any event, whether or not attributable to Roynat, that may be considered to have caused or accelerated the bankruptcy or insolvency of the Borrower, the Guarantor or any other guarantor, or to have resulted in the initiation of any such proceedings;
- (i) Roynat's filing of any claim for payment with any administrator, provisional liquidator, conservator, trustee, receiver, custodian or other similar officer appointed for the Borrower or for all or substantially all of the Borrower's assets;
- (j) any failure by Roynat to abide by any of the terms and conditions of Roynat's agreements with, or to meet any of its obligations or duties owed to, the undersigned, the Borrower or any person, or any breach of any duty (whether as a fiduciary or otherwise) that exists or is alleged to exist between Roynat and the Guarantor, the Borrower or any person;
- (k) any incapacity, disability, or lack or limitation of status or of the power of the Borrower or of the Borrower's directors, managers, officers, partners or agents; the discovery that the Borrower is not or may not be a legal entity; or any irregularity, defect or informality in the incurring of any of the Guaranteed Liabilities;
- (l) any event whatsoever that might be a defence available to, or result in a reduction or discharge of, the Guarantor, the Borrower or any other person in respect of either the Borrower's Debts or the Guarantor's liability under this Agreement; or
- (m) any amendment to any, some or all of the Offer of Finance or any other security or agreements entered into under or in connection therewith.

For greater certainty, the undersigned agrees that Roynat may deal with the Guarantor, the Borrower and any other person in any manner without affecting the Guarantor's liability under this Agreement.

Any claims by the Guarantor against Roynat and its agents in respect of any of the foregoing matters or otherwise are hereby waived.

- 4.2 After all moneys payable by the Borrower to Roynat including, without limitation, amounts owing under the Offer of Finance, have been paid in full, this Agreement shall cease and become null and void and Roynat shall, at the request and at the expense of the Guarantor execute and deliver a release to the Guarantor.

SECTION 5. **MISCELLANEOUS**

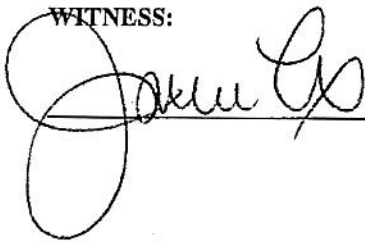
- 5.1 Any notices given hereunder shall be conclusively deemed effectively given if delivered personally to either of the parties hereto at the address for such party given above or if forwarded by registered mail to such party at such address. Any notice so mailed shall be conclusively deemed given on the third business day after the day of mailing, provided that in the event of a known disruption of postal service notice shall be given by personal delivery only. Either party hereto may effect a change of address by written notice given to the other party hereto in accordance with this section.


- 5.2 This Agreement shall be construed in accordance with and governed by the laws of the Province of Alberta.
- 5.3 This Agreement shall enure to the benefit of Roynat and its successors and assigns and be binding upon the successors and any permitted assigns/heirs, executors, administrators and personal representatives of the Guarantor

SECTION 6.
LIMITATION ON LIABILITY

- 6.1 Notwithstanding anything herein contained, it is agreed by and between Roynat and the Guarantor that the liability of the Guarantor hereunder shall be limited to the sum of (i) \$1,000,000.00 and (ii) all costs and expenses payable by the Guarantor hereunder, together with interest thereon at the rate set out in Section 3.2 above from the date of demand by Roynat on the Guarantor hereunder until payment in full by the Guarantor of all moneys owing hereunder.

IN WITNESS WHEREOF the Guarantor has executed this Agreement as of the date first written above.

WITNESS:

_____)
))
))
))


_____)
WARD FLEMING

ROYNAT INC.

GUARANTEE AND INDEMNITY

TO: ROYNAT INC. ("Roynat")

DATE: April 23, 2021

RECITALS:

- A. Pursuant to an offer of finance dated as of March 29, 2021 (as amended, restated, modified or replaced from time to time, the "Offer of Finance") issued by Roynat in favour of JANMAR INVESTMENTS (ALBERTA) LTD. (the "Borrower"), Roynat has agreed to make certain financing available to the Borrower.
- B. The undersigned (the "Guarantor") is required to deliver this Guarantee and Indemnity (this "Agreement") under the terms of the Offer of Finance and will derive substantial direct and indirect benefits and advantages from the financing provided to the Borrower under the Offer of Finance.

FOR VALUE RECEIVED and intending to be legally bound by this Agreement, the Guarantor agrees as follows:

SECTION 1.
GUARANTEE

- 1.1 The Guarantor unconditionally guarantees and covenants with Roynat that the Borrower will duly and punctually pay to Roynat all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not at any time owing by the Borrower to Roynat wherever incurred and whether incurred by the Borrower alone or with another or others, including, without limitation, all the principal of, interest on and all other moneys owing under or in connection with the Offer of Finance as and when the same become due and payable according to the terms of the Offer of Finance (the "Guaranteed Liabilities").
- 1.2 The Guarantor hereby acknowledges communication of the terms of the Offer of Finance and consents to and approves of the same. The guarantee herein contained shall take effect and be binding upon the Guarantor notwithstanding any defect in or omission from any documentation or security delivered by the Borrower to Roynat or any default in or omission from the Offer of Finance or any non-registration or non-filing or defective registration or filing or by reason of any failure of the security delivered pursuant to the Offer of Finance or any other security.
- 1.3 The liability of the Guarantor under Section 1.1 hereof shall be joint and several with that of the Borrower and shall be absolute and unconditional. The Guarantor shall for all purposes of the guarantee be regarded as in the same position as a principal debtor, and hereby expressly waives demand, presentment, protest and notice thereof and of default. The obligation of the Guarantor hereunder shall be deemed to arise in respect of each default.

SECTION 2.
INDEMNITY

- 2.1 The Guarantor also unconditionally agrees that, if the Borrower does not unconditionally and irrevocably pay any of the Guaranteed Liabilities when due and those Guaranteed Liabilities are not recoverable from the Guarantor for any reason under Section 1, the Guarantor shall indemnify Roynat immediately on demand against any cost, loss, damage, expense or liability suffered by Roynat as a result of the Borrower's failure to do so.

SECTION 3.
DEFAULT AND ENFORCEMENT

- 3.1 If the Borrower shall make default in payment of the principal of, interest on or any other moneys owing to Roynat on any of the Guaranteed Liabilities including, without limitation, any principal of, interest on or other monies owing under the Offer of Finance as and when the same become due and payable, then the Guarantor shall forthwith on demand by Roynat pay to Roynat the principal, interest and other moneys in default.

- 3.2 If the Guarantor shall fail forthwith on demand to make good any such default, Roynat may in its discretion proceed with the enforcement of its rights hereunder and may proceed to enforce such rights or from time to time any thereof prior to, contemporaneously with or after any action taken under any security or other documents delivered by the Borrower or others to Roynat, including the Offer of Finance. The Guarantor shall pay on demand all costs and expenses (including all legal fees and disbursements on a solicitor and own client and full indemnity basis) incurred by Roynat in enforcing or attempting to enforce its rights hereunder and all proceedings taken in relation hereto; all such costs and expenses and other moneys payable hereunder shall bear interest at the greater of the loan rate or the interest rate provided for in any of the Offer of Finance, other security or loan documents.
- 3.3 All sums paid to or recovered by Roynat pursuant to the provisions hereof shall be applied by it in payment of its costs and expenses payable hereunder and the principal, interest and other moneys owing to Roynat including, without limitation, all amounts owing under or in connection with the Offer of Finance in such order as Roynat in its sole discretion may determine.
- 3.4 Roynat may waive any default of the Guarantor hereunder upon such terms and conditions as it may determine provided that no such waiver shall extend to or be taken in any manner whatsoever to affect any subsequent default or the rights resulting therefrom.
- 3.5 Any moneys paid by or recovered from the Guarantor hereunder shall be held to have been paid pro tanto in discharge of the liability of the Guarantor hereunder, but not in discharge of the liability of the Borrower, and in the event of any such payment by or recovery from the Guarantor, the Guarantor hereby assigns any rights with respect to or arising from such payment or recovery (including without limitation any right of subrogation) to Roynat unless or until Roynat has received in the aggregate payment in full of all moneys owing to Roynat including, without limitation, amounts owing under or in connection with the Offer of Finance. If the Guarantor receives money in payment of any such debts and liabilities, the Guarantor will hold them in trust for, and will immediately pay funds to, Roynat without reducing the Guarantor's liability under this Agreement.

SECTION 4.
ABSOLUTE LIABILITY

- 4.1 The liability of the Guarantor under this Agreement is absolute and unconditional. It will not be limited or reduced, nor will Roynat be responsible or owe any duty (as a fiduciary or otherwise) to the Guarantor, nor will Roynat's rights under this Agreement be prejudiced, by the existence or occurrence (with or without the Guarantor's knowledge or consent) of any one or more of the following events:
- (a) any termination, invalidity, unenforceability or release by Roynat or any of its rights against the Borrower or against any other person or of any security;
 - (b) any increase, reduction, renewal, substitution or other change in, or discontinuance of, the terms relating to the Guaranteed Liabilities or to any credit extended by Roynat to the Borrower; any agreement to any proposal or scheme of arrangement concerning, or granting any extensions of time or any other indulgences or concessions to, the Borrower or any other person; any taking or giving up of any security; abstaining from taking, perfecting, filing or registering any security; allowing any security to lapse (whether by failing to make or maintain any registration, filing or otherwise); or any neglect or omission by Roynat in respect of, or in the course of, doing any of these things;
 - (c) accepting compositions from compromises, arrangements or plans of reorganizations or granting releases or discharges to the Borrower or any other person, or any other dealing with the Borrower or any other person or with any security that Roynat considers appropriate;
 - (d) any unenforceability or loss of or in respect of the Offer of Finance or any security held from time to time by Roynat from the undersigned, the Borrower or any other person, whether the loss is due to the means or timing of any registration, disposition or realization of any collateral that is the subject of that security or otherwise due to Roynat's fault or any other reason;
 - (e) any change in the Borrower's name; or any reorganization (whether by way of amalgamation, merger, transfer, sale lease or otherwise) of the Borrower or the Borrower's business;

- (f) any change in the Borrower's financial condition or that of the Guarantor or any other guarantor (including insolvency and bankruptcy);
- (g) any change of effective control of the Borrower;
- (h) any event, whether or not attributable to Roynat, that may be considered to have caused or accelerated the bankruptcy or insolvency of the Borrower, the Guarantor or any other guarantor, or to have resulted in the initiation of any such proceedings;
- (i) Roynat's filing of any claim for payment with any administrator, provisional liquidator, conservator, trustee, receiver, custodian or other similar officer appointed for the Borrower or for all or substantially all of the Borrower's assets;
- (j) any failure by Roynat to abide by any of the terms and conditions of Roynat's agreements with, or to meet any of its obligations or duties owed to, the undersigned, the Borrower or any person, or any breach of any duty (whether as a fiduciary or otherwise) that exists or is alleged to exist between Roynat and the Guarantor, the Borrower or any person;
- (k) any incapacity, disability, or lack or limitation of status or of the power of the Borrower or of the Borrower's directors, managers, officers, partners or agents; the discovery that the Borrower is not or may not be a legal entity; or any irregularity, defect or informality in the incurring of any of the Guaranteed Liabilities;
- (l) any event whatsoever that might be a defence available to, or result in a reduction or discharge of, the Guarantor, the Borrower or any other person in respect of either the Borrower's Debts or the Guarantor's liability under this Agreement; or
- (m) any amendment to any, some or all of the Offer of Finance or any other security or agreements entered into under or in connection therewith.

For greater certainty, the undersigned agrees that Roynat may deal with the Guarantor, the Borrower and any other person in any manner without affecting the Guarantor's liability under this Agreement.

Any claims by the Guarantor against Roynat and its agents in respect of any of the foregoing matters or otherwise are hereby waived.

- 4.2 After all moneys payable by the Borrower to Roynat including, without limitation, amounts owing under the Offer of Finance, have been paid in full, this Agreement shall cease and become null and void and Roynat shall, at the request and at the expense of the Guarantor execute and deliver a release to the Guarantor.

SECTION 5. **MISCELLANEOUS**

- 5.1 Any notices given hereunder shall be conclusively deemed effectively given if delivered personally to either of the parties hereto at the address for such party given in the Offer of Finance or if forwarded by registered mail to such party at such address. Any notice so mailed shall be conclusively deemed given on the third business day after the day of mailing, provided that in the event of a known disruption of postal service notice shall be given by personal delivery only. Either party hereto may effect a change of address by written notice given to the other party hereto in accordance with this section.
- 5.2 This Agreement shall be construed in accordance with and governed by the laws of the Province of Alberta.
- 5.3 This Agreement shall enure to the benefit of Roynat and its successors and assigns and be binding upon the successors and any permitted assigns/heirs, executors, administrators and personal representatives of the Guarantor.

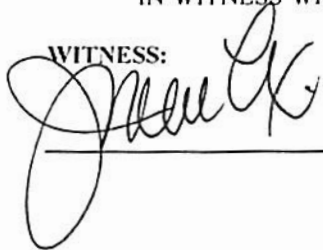
5.4

**SECTION 6.
LIMITATION ON LIABILITY**

6.1 Notwithstanding anything herein contained, it is agreed by and between Roynat and the Guarantor that the liability of the Guarantor hereunder shall be limited to the sum of (i) \$1,000,000.00 and (ii) all costs and expenses payable by the Guarantor hereunder, together with interest thereon at the rate set out in Section 3.2 above from the date of demand by Roynat on the Guarantor hereunder until payment in full by the Guarantor of all moneys owing hereunder.

IN WITNESS WHEREOF the Guarantor has executed this Agreement as of the date first written above.

WITNESS:



)
)
)
)


MARJORIE CARR

FORM

GUARANTEES ACKNOWLEDGMENT ACT
(Section 3)

CERTIFICATE

I HEREBY CERTIFY THAT:

1. MARJORIE CARR, the Guarantor in the guarantee dated April 23, 2021, made between ROYNAT INC. and MARJORIE CARR which this certificate is attached to or noted upon, appeared in person before me and acknowledged that she had executed the guarantee;
2. I satisfied myself by examination of her that she is aware of the contents of the guarantee and understands it.

CERTIFIED by Dennis B. Schmidt, Lawyer, at the City of Edmonton, in the Province of Alberta, this 23rd day of April, 2021.


Signature

I declare that I am a lawyer entitled to practice law in the jurisdiction in which this certificate has been executed
DENNIS B. SCHMIDT
BARRISTER & SOLICITOR

STATEMENT OF GUARANTOR

I am the person named in this certificate.

M Carr
MARJORIE CARR

This is Exhibit " H " referred to
in the Affidavit of
Cian McDonnell



Sworn before me this 26 day
of February, 2024


A Commissioner for Oaths in and for Ontario

Our File: 204-212586

Your File: 2021-16/04

Lawyer: Darren R. Bieganeck, KC
Telephone: 780.441.4386
Email: dbieganeck@dcllp.com
Fax: 780.428.9683

September 29, 2022

Via Registered Mail & Via Regular Mail

Janmar Investments (Alberta) Ltd. c/o Carr & Long #2400, 10303 Jasper Avenue Edmonton, AB T5J 3N6	Janmar Investments (Alberta) Ltd. c/o Altura Legal Advisory #2151, 10060 Jasper Avenue NW Edmonton, AB T5J 3R8 Attn: Dennis R. Schmidt, KC
--	--

Dear Sir / Madam:

Re: Indebtedness Owing to Roynat Inc. ("Roynat") by Janmar Investments (Alberta) Ltd. (the "Borrower"), guaranteed by 1406676 Alberta Ltd., J.W. Carr Holdings Ltd., 272649 Alberta Ltd., James Carr (Estate Of), Marjorie Carr and Ward Fleming (the "Guarantors")

Demand for Payment by Janmar Investments (Alberta) Ltd.

With reference to the above captioned matter, we write to advise that our office acts as legal counsel to Roynat in relation to the recovery of the outstanding indebtedness owing to it by the Borrower and the Guarantors.

The Borrower is indebted to Roynat pursuant to the terms and conditions of an Offer of Finance dated January 25, 2017 respecting a loan facility in the amount of in the amount of \$8,050,000 and an Offer of Finance dated August 31, 2017 respecting a further loan facility in the amount of \$1,000,000, each as amended from time to time by Amending Agreements between the parties (collectively, the Offers of Finance and the Amending Agreements are herein referred to as the "Loan Agreements" and the facilities are herein referred to as the "Loans"). The Borrower's Loans and obligations under the Loan Agreements, are guaranteed by each of 1406676 Alberta Ltd., J.W. Carr Holdings Ltd., 272649 Alberta Ltd., James Carr, Marjorie Carr and Ward Fleming.

As of September 29, 2022, the outstanding indebtedness of the Loan Agreements owing to Roynat by the Borrower is \$8,104,685.56 plus interest, costs, and legal and advisory professional fees, including legal costs on a solicitor and own client full indemnity basis, which continue to accrue.

The Loans matured and were to be fully repaid as of March 15, 2022.

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Tel 780.428.6036 ■ Toll Free: 1.800.782.9409 ■ Fax: 780.428.9683
#2800, 10060 Jasper Ave. Edmonton, Alberta T5J 3V9

Duncan Craig LLP

September 29, 2022

Page 2

On behalf of Roynat, we demand from the Borrower payment of the total sum of **\$8,104,685.56**, plus legal costs on a solicitor and own client full indemnity basis, plus interest which will continue to accrue. The sum must be paid on or before October 17, 2022. As interest and costs continue to accrue, you must contact our office directly prior to payment to obtain the balance required to retire the entire indebtedness owing to Roynat.

Additionally, we enclose for service upon the Borrower in accordance with the *Bankruptcy and Insolvency Act*, Notices of Intention to Enforce Security pursuant to subsection 244(1).

Failure to comply with the terms of this demand will leave us with no choice but to recommend to our client to take all avenues open to them for collection of the indebtedness including, without limitation, commencement of a foreclosure action and enforcement of security held in support thereof in accordance with the enclosed Notice of Intention to Enforce Security.

Separate demands to each of the Guarantors are concurrently being issued.

Kindly govern yourself accordingly.

Yours sincerely,

DUNCAN CRAIG LLP

Per:



DARREN R. BIEGANEK, KC

DRB/zs

Encl.

cc: client

FORM 86
NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1))


TO: JANMAR INVESTMENTS (ALBERTA) LTD. (an Insolvent Party)

TAKE NOTICE THAT:

1. Roynat Inc., a secured creditor, intends to enforce its security on the property of the insolvent party described below:
 - (a) Real Property described as:
 - (i) Plan 1520043, Block 2, Lot 4;
 - (ii) Plan 9824566, Block 29, Lot 16;
 - (iii) Plan 9824566, Block 29, Lot 17; and
 - (b) All present and after acquired personal property except for personal property not located on or used in relation to the real property municipally described as 260/262 MacKay Crescent and 370 Falconer Crescent, Fort McMurray, Alberta.
2. The security that is to be enforced is in the form of:
 - (a) Demand Debenture/ General Security Agreement/ Mortgage dated February 7, 2017.
3. The total amount of indebtedness secured by the security is in the amount of \$8,104,685.56, plus all accrued and owing interest which will continue to accrue, costs, and legal and advisory professional fees, including legal costs on a solicitor and own client full indemnity basis.
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 otherwise ordered by the Court of King's Bench of Alberta or unless the Insolvent Party consents to an earlier enforcement.

Dated at the City of Edmonton, in the Province of Alberta, this 29th day of September, 2022.

ROYNAT INC., by its solicitors and agents,
Duncan Craig LLP

Per: 

Darren R. Bieganeck, KC

DUNCAN CRAIG LLP
LAWYERS MEDIATORS

Our File: 204- 212586

Your File:

Lawyer:

Telephone:

Email:

Fax:

Darren R. Bieganeck, KC

780.441.4386

dbieganeck@dcllp.com

780.428.9683

September 29, 2022

Via Registered Mail & Via Regular Mail

1406676 Alberta Ltd. c/o McLennan Ross LLP 600-12220 Stony Plain Road NW Edmonton, AB T5N 3Y4 Attn: Kevin Ozubko	
--	--

Dear Sir:

Re: Indebtedness Owing to Roynat Inc. ("Roynat") by Janmar Investments (Alberta) Ltd. (the "Borrower"), guaranteed by 1406676 Alberta Ltd., J.W. Carr Holdings Ltd., 272649 Alberta Ltd., James Carr (Estate Of), Marjorie Carr and Ward Fleming (the "Guarantors")

Demand for Payment by the Guarantor, 1406676 Alberta Ltd.

With reference to the above captioned matter, we write to advise that our office acts as legal counsel to Roynat in relation to the recovery of the outstanding indebtedness owing to it by the Borrower and the Guarantors.

The Borrower and Guarantors are jointly and severally indebted to Roynat pursuant to the terms and conditions of an Offer of Finance dated January 25, 2017 in the amount of \$8,050,000 and an Offer of Finance dated August 31, 2017 in the amount of \$1,000,000, as amended, including but not limited to, by the Amending Agreement dated March 29, 2021 (collectively, the "Loan Agreements"), as well as guarantees of the Borrower's debts and obligations under the Loan Agreements, with said guarantees executed by 1406676 Alberta Ltd., J.W. Carr Holdings Ltd., 272649 Alberta Ltd., James Carr, Marjorie Carr and Ward Fleming.

As of September 29, 2022, the outstanding indebtedness of the Loan Agreements owing to Roynat by the Borrower is \$8,104,685.56 plus interests, costs, and legal and advisory professional fees, including legal costs on a solicitor and own client full indemnity basis, which continue to accrue. A copy of the demand sent to the Borrower is enclosed for reference.

On behalf of Roynat, we **demand from 1406676 Alberta Ltd.** the total sum of **\$8,104,685.56** pursuant to guarantees and amendments dated February 7, 2017, September 5, 2017 and April 23, 2021, plus legal costs on a solicitor and own client full indemnity basis, plus interest which will continue to accrue.

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■ 2800, 10060 Jasper Ave. Edmonton, Alberta T5J 3V9

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September 29, 2022

Page 2

The sum must be paid on or before October 17, 2022. As interest and costs continue to accrue, you must contact our office directly prior to payment to obtain the balance required to retire the entire indebtedness owing to Roynat.

Additionally, we enclose for service upon 1406676 Alberta Ltd., in accordance with the *Bankruptcy and Insolvency Act*, Notices of Intention to Enforce Security pursuant to subsection 244(1).

Failure to comply with the terms of this demand will leave us with no choice but to recommend to our client to take all avenues open to them for collection of the indebtedness including, without limitation, commencement of a Court action and enforcement of security held in support thereof in accordance with the enclosed Notice of Intention to Enforce Security.

Kindly govern yourself accordingly.

Yours sincerely,

DUNCAN CRAIG LLP

Per:



DARREN R. BIEGANEK, KC

DRB/zs

Encl.

cc: client

FORM 86
NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1))

TO: 1406676 ALBERTA LTD. (an Insolvent Party)

TAKE NOTICE THAT:

1. Roynat Inc., a secured creditor, intends to enforce its security on the property of the insolvent party described below:
 - (a) All present and after acquired personal property; and
 - (b) All of the Insolvent Party's real and immovable property, together with all buildings, erections, improvements and fixtures situated thereon.
2. The security that is to be enforced is in the form of:
 - (a) General Security Agreement dated February 15, 2017; and
 - (b) General Security Agreement dated September 12, 2017.
3. The total amount of indebtedness secured by the security is in the amount of \$8,104,685.56, plus all accrued and owing interest which will continue to accrue, costs, and legal and advisory professional fees, including legal costs on a solicitor and own client full indemnity basis.
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 otherwise ordered by the Court of King's Bench of Alberta or unless the Insolvent Party consents to an earlier enforcement.

Dated at the City of Edmonton, in the Province of Alberta, this 29th day of September, 2022.

ROYNAT INC., by its solicitors and agents,
Duncan Craig LLP

Per: 

Darren R. Bieganeck, KC

DUNCAN CRAIG^{LLP}
LAWYERS MEDIATORS

Our File: 204- 212586

Your File:

Lawyer: Darren R. Bieganeck, KC
Telephone: 780.441.4386
Email: dbieganeck@dcllp.com
Fax: 780.428.9683

September 29, 2022

**Via Registered Mail, Via Regular Mail &
Via E-mail: ward@flemingdev.com**

Ward Fleming 29 Braeside Terrace Sherwood Park, AB T8A 3V6	Ward Fleming c/o Carr & Long #2400, 10303 Jasper Avenue Edmonton, AB T5J 3N6
--	---

Dear Sir:

Re: Indebtedness Owing to Roynat Inc. ("Roynat") by Janmar Investments (Alberta) Ltd. (the "Borrower"), guaranteed by 1406676 Alberta Ltd., J.W. Carr Holdings Ltd., 272649 Alberta Ltd., James Carr (Estate Of), Marjorie Carr and Ward Fleming (the "Guarantors")

Demand for Payment by the Guarantor, Ward Fleming

With reference to the above captioned matter, we write to advise that our office acts as legal counsel to Roynat in relation to the recovery of the outstanding indebtedness owing to it by the Borrower and the Guarantors.

The Borrower is indebted to Roynat pursuant to the terms and conditions of an Offer of Finance dated January 25, 2017 respecting a loan facility in the amount of in the amount of \$8,050,000 and an Offer of Finance dated August 31, 2017 respecting a further loan facility in the amount of \$1,000,000, each as amended from time to time by Amending Agreements between the parties (collectively, the Offers of Finance and the Amending Agreements are herein referred to as the "Loan Agreements" and the facilities are herein referred to as the "Loans"). The Borrower's Loans and obligations under the Loan Agreements, are guaranteed by each of 1406676 Alberta Ltd., J.W. Carr Holdings Ltd., 272649 Alberta Ltd., James Carr, Marjorie Carr and Ward Fleming.

As of September 29, 2022, the outstanding indebtedness of the Loan Agreements owing to Roynat by the Borrower is \$8,104,685.56 plus interests, costs, and legal and advisory professional fees, including legal costs on a solicitor and own client full indemnity basis, which continue to accrue. A copy of the demand sent to the Borrower is enclosed for reference.

On behalf of Roynat, we **demand from Ward Fleming** the total sum of **\$1,000,000** pursuant to guarantees and amendments dated February 7, 2017, September 7, 2017 and April 23, 2021, plus legal costs on a solicitor and own client full indemnity basis, plus interest which will continue to accrue. The sum must be paid on or before October 17, 2022. As interest and costs continue to accrue, you

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#2800, 10060 Jasper Ave. Edmonton, Alberta T5J 3V9

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September 29, 2022

Page 2

must contact our office directly prior to payment to obtain the balance required to retire the entire indebtedness owing to Roynat.

Failure to comply with the terms of this demand will leave us with no choice but to recommend to our client to take all avenues open to them for collection of the indebtedness including, without limitation, commencement of a Court action.

Kindly govern yourself accordingly.

Yours sincerely,

DUNCAN CRAIG LLP

Per:



DARREN R. BIEGANEK, KC

DRB/zs

Encl.

cc: client

DUNCAN CRAIG LLP
LAWYERS MEDIATORS

Our File: 204- 212586

Your File:

Lawyer:
Telephone:
Email:
Fax:

Darren R. Bieganeck, KC
780.441.4386
dbieganeck@dcllp.com
780.428.9683

September 29, 2022

**Via Registered Mail, Via Regular Mail &
Via Email: marj@jwcarrholdings.ca**

Marjorie Carr
37 – 52258 RG RD 231
Sherwood Park, AB T8B 1M8

Marjorie Carr
c/o Carr & Long
#2400, 10303 Jasper Avenue
Edmonton, AB T5J 3N6

Dear Madam:

Re: Indebtedness Owing to Roynat Inc. (“Roynat”) by Janmar Investments (Alberta) Ltd. (the “Borrower”), guaranteed by 1406676 Alberta Ltd., J.W. Carr Holdings Ltd., 272649 Alberta Ltd., James Carr (Estate Of), Marjorie Carr and Ward Fleming (the “Guarantors”)

Demand for Payment by the Guarantor, Marjorie Carr

With reference to the above captioned matter, we write to advise that our office acts as legal counsel to Roynat in relation to the recovery of the outstanding indebtedness owing to it by the Borrower and the Guarantors.

The Borrower is indebted to Roynat pursuant to the terms and conditions of an Offer of Finance dated January 25, 2017 respecting a loan facility in the amount of in the amount of \$8,050,000 and an Offer of Finance dated August 31, 2017 respecting a further loan facility in the amount of \$1,000,000, each as amended from time to time by Amending Agreements between the parties (collectively, the Offers of Finance and the Amending Agreements are herein referred to as the “Loan Agreements” and the facilities are herein referred to as the “Loans”). The Borrower’s Loans and obligations under the Loan Agreements, are guaranteed by each of 1406676 Alberta Ltd., J.W. Carr Holdings Ltd., 272649 Alberta Ltd., James Carr, Marjorie Carr and Ward Fleming.

As of September 29, 2022, the outstanding indebtedness of the Loan Agreements owing to Roynat by the Borrower is \$8,104,685.56 plus interest, costs, and legal and advisory professional fees, including legal costs on a solicitor and own client full indemnity basis, which continue to accrue. A copy of the demand sent to the Borrower is enclosed for reference.

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Duncan Craig LLP

September 29, 2022

Page 2

On behalf of Roynat, we **demand from Marjorie Carr** the total sum of **\$1,000,000** pursuant to a guarantee dated April 23, 2021, plus legal costs on a solicitor and own client full indemnity basis, plus interest which will continue to accrue. The sum must be paid on or before October 17, 2022. As interest and costs continue to accrue, you must contact our office directly prior to payment to obtain the balance required to retire the entire indebtedness owing to Roynat.

Failure to comply with the terms of this demand will leave us with no choice but to recommend to our client to take all avenues open to them for collection of the indebtedness including, without limitation, commencement of a Court action.

Kindly govern yourself accordingly.

Yours sincerely,

DUNCAN CRAIG LLP

Per:



DARREN R. BIEGANEK, KC

DRB/zs

Encl.

cc: client

FORBEARANCE AGREEMENT

THIS FORBEARANCE AGREEMENT (the "Agreement") is dated effective this ____ day of November, 2022.

BETWEEN:

ROYNAT INC. (the "Lender")

-and-

JANMAR INVESTMENTS (ALBERTA) LTD. ("Janmar")

-and-

1406676 ALBERTA LTD. ("140")

-and-

J.W. CARR HOLDINGS LTD. ("Holdings")

-and-

272649 ALBERTA LTD. ("272")

-and-

MARJORIE CARR ("Marjorie")

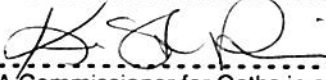
-and-

WARD FLEMING ("Fleming")

This is Exhibit " I " referred to in the Affidavit of

Cian McDonnell

Sworn before me this 26 day of February, 2024


A Commissioner for Oaths in and for Ontario

(the foregoing collectively being the "Parties" and each a "Party"; with Janmar, 140, Holdings, 272, Marjorie and Fleming jointly and severally being the "Debtors"; and with 140, Holdings, 272, Marjorie and Fleming jointly and severally being the "Guarantors")

WHEREAS:

- A. The Lender entered into an Offer of Finance dated January 25, 2017 with Janmar, and loaned to Janmar the amount of \$8,050,000, which Janmar agreed to repay together with interest and costs on a solicitor and own client full indemnity basis (the "Loan Agreement 1");
- B. The Lender entered into an Offer of Finance dated August 31, 2017 with Janmar, and loaned to Janmar the amount of \$1,000,000, which Janmar agreed to repay together with interest and costs on a solicitor and own client full indemnity basis (the "Loan Agreement 2");
- C. Loan Agreement 1 and Loan Agreement 2, as amended from time to time, are collectively referred to as the "Loan Agreements";
- D. The guarantees set forth in **Schedule "A"** were granted by the Guarantors for the purpose of guaranteeing the repayment of all, or a portion of all, debts and liabilities, present or future, direct

or indirect, absolute or contingent, matured or not, at anytime owing by Janmar to the Lender (the "**Guarantees**");

E. Janmar and the Guarantors granted to the Lender the security described in **Schedule "B"** to this Agreement for the purposes of securing the Loan Agreements and Guarantees in favour of the Lender (the "**Security**");

F. The Debtors are presently in default and breach of the Loan Agreements, Guarantees and Security (referred to collectively as the "**Loan Documents**") as a result of failing to repay amounts owing to the Lender as and when the same have come due (collectively, as at the date of this Agreement, the "**Existing Defaults**");

G. As of October 25, 2022, pursuant to the Loan Documents, Janmar is indebted to the Lender in the amount of \$8,117,940.35, plus further interest and solicitor and own client full indemnity legal costs which continue to accrue (the "**Indebtedness**");

H. As of October 25, 2022, and pursuant to the Guarantees, the Guarantors are indebted to the Lender in the following amounts, plus interest and solicitor and own client full indemnity legal costs:

a. 1406676 Alberta Ltd.	\$8,117,940.35;
b. J.W. Carr Holdings Ltd.	\$500,000.00;
c. 272649 Alberta Ltd.	\$500,000.00;
d. Marjorie Carr	\$1,000,000.00;
e. Ward Fleming	\$1,000,000.00;

(collectively the "**Guarantors' Indebtedness**" and where applicable, the term "Indebtedness" shall also include and refer to the Guarantors' Indebtedness);

I. The Indebtedness was due and payable in full on March 15, 2022 and the Debtors failed to pay;

J. On or about September 29, 2022, the Lender did demand payment of the Indebtedness from the Debtors, but the Debtors failed or neglected, and continue to fail or neglect, to pay their respective indebtedness to the Lender. Concurrent with the issuance of that demand for payment, the Lender did serve on the corporate Debtors a Notice of Intention to Enforce Security pursuant to Section 244 of the *Bankruptcy and Insolvency Act* (the "**Demands and Notices**");

K. The Debtors have requested that the Lender forbear from enforcement of the Loan Documents and to provide them with time in which to repay the full amount of the Indebtedness; and

L. The Lender has agreed to forbear from immediate enforcement of its rights under the Loan Documents upon the terms and conditions set out in this Agreement.

NOW THEREFORE in consideration of the mutual covenants set forth in this Agreement and other good and valuable consideration exchanged between the Parties, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1
ACKNOWLEDGEMENTS AND WAIVERS

1.1 **Acknowledgements.** The Debtors hereby acknowledge and agree that:

- (a) the facts as set out in the Recitals to this Agreement are true and accurate in all respects and same are expressly incorporated into and form part of this Agreement;
- (b) the Loan Documents and all covenants, terms and provisions thereof shall be and continue to be in full force and effect and are hereby ratified and confirmed, subject only to any amendments provided hereunder;
- (c) the Lender has not made any promises, other than the covenants and agreements specifically contained herein, and has not taken any action or omitted to take any action, that would constitute a waiver or estoppel of the Lender's rights to enforce the Security or pursue its remedies as provided in the Loan Documents;
- (d) nothing in this Agreement constitutes a waiver or acquiescence on the part of the Lender with respect to any default on the part of the Debtors, save as specified expressly herein in writing;
- (e) the Loan Agreements are valid, binding and enforceable against Janmar;
- (f) the Security:
 - i. has been duly granted by the respective Debtors in favour of the Lender and is valid, binding and enforceable in accordance with their respective terms upon the respective Debtors in all respects;
 - ii. has not been discharged, varied, waived or altered; and
 - iii. secures the applicable property of the Debtors for repayment of any and all Indebtedness of the Debtors to the Lender, past, present or future, direct or indirect, including without limitation any indebtedness arising pursuant to or in relation to the Loan Documents, this Agreement and any other agreement;
- (g) adequate consideration was given for the Loan Agreements and Security;
- (h) the Debtors have no information or knowledge of any facts relating to the Debtors or the property of the Debtors, now or previously owned which, if known to the Lender, might reasonably be expected to deter the Lender from entering into this Agreement;
- (i) the Debtors are in default of their obligations to the Lender under the Loan Documents;
- (j) each of the Debtors was duly served with the Demands and Notices, and the Demands and Notices are valid and enforceable in accordance with their terms;
- (k) the notice period applicable provided pursuant to the Demands and Notices was reasonable and has expired, notwithstanding the execution of this Agreement and the Forbearance (as defined below) provided in this Agreement;

- (l) the Indebtedness is due and owing to the Lender, and the Debtors are liable for all obligations owing to the Lender under the Loan Documents (subject to any liability limits stipulated in certain of the Guarantees), howsoever and wheresoever they arise, plus all interest, fees, costs (including legal fees on a solicitor and own client full indemnity basis) and expenses incurred or accruing by the Lender;
- (m) all documentation evidencing or giving rise to the Indebtedness, including without limitation the Loan Documents and this Agreement have been duly authorized, executed and granted by the Debtors;
- (n) the Debtors do not dispute their respective and joint liability to repay the Indebtedness on any basis and confirm all rights of the Lender are and shall remain in full force and effect, and that the Debtors have no rights of set off, damages, recoupment or other offset or any defense, claim or counterclaim with respect to the validity and enforceability of any of the Loan Documents;
- (o) interest, costs and fees, including legal fees and disbursements on a solicitor and own client full indemnity basis, continue to accrue on the Indebtedness in accordance with the Loan Documents; and
- (p) subject only to this Agreement, the Lender is entitled to enforce or pursue all remedies for the recovery of the Indebtedness as provided in the Loan Documents, including the Security, and this Agreement, as it may deem appropriate without further notice.

1.2 Release. The Debtors do hereby release and discharge the Lender, and its respective affiliates, and its respective past, present and future employees, representatives, legal counsel, directors, officers, servants, agents, consultants, shareholders, assigns, insurers, predecessors, and successors (the "**Releasees**") of and from any and all manner of actions, causes of actions, suits, contracts, claims, demands, damages, losses, liabilities, costs, and expenses of any nature or kind whatsoever, whether known, unknown or discovered, suspected or unsuspected, whether at law or in equity, which the Debtors or any of them ever had or now have or hereafter can, shall or may have or by reason of any cause, matter or thing whatsoever existing up to the present time relating, whether directly or indirectly, to the Indebtedness, the Loan Documents or any errors or omissions of any of the Releasees with regard thereto.

ARTICLE 2

FORBEARANCE

- 2.1 Forbearance Period.** Subject to the remaining provisions of this Agreement, the Lender agrees to forbear from initiating or continuing any legal proceeding or otherwise enforcing the Security and seeking remedies for the recovery of the Indebtedness until 4:00 p.m. (Edmonton time) April 15, 2023 (the "**Expiry Date**").
- 2.2 Forbearance Period.** The forbearance of the Lender's rights pursuant to this Article 2 (the "**Forbearance**") shall remain in full force and effect until the earlier of any of the following events (each event hereinafter referred to as an "**Event of Default**"):
- (a) if the Debtors, or any one of them, fail to perform or comply with any of their agreements, covenants or obligations contained in this Agreement or in any other agreement or undertaking respectively made between them and Lender (apart from the Existing Defaults);

- (b) Janmar fails to provide all financial reporting to the Lender, as required by the Loan Agreements;
- (c) the Lender becoming aware that any of the representations made by the Debtors, or any one of them, in this Agreement or the Loan Documents was incorrect when it was made or becomes incorrect;
- (d) any person or entity other than the Lender taking any step against or in respect of the Debtors or the collateral secured by the Security that may impair the recovery position of the Lender, including without limitation making demand for payment, delivering notice of enforcement or legal action, serving any garnishment or requirement/enhanced requirement to pay, commencing a legal action or seeking to enforce a security interest against the collateral secured by the Security;
- (e) the Lender determining in its sole discretion, acting reasonably, that continuing the Forbearance will negatively impact the likelihood of the Lender being repaid all or any portion of the Indebtedness;
- (f) the Lender determining in its sole discretion, acting reasonably, that continued Forbearance will negatively impact its priority position or its ability to maximize realization with respect to the property secured by the Security;
- (g) the Debtors or any one of them making an assignment in bankruptcy or any other assignment for the benefit of creditors, making any proposal or seeking any relief under the *Bankruptcy and Insolvency Act*, the *Companies' Creditors Arrangement Act* or any other bankruptcy, insolvency or analogous law in Canada;
- (h) any material adverse change arises in relation to the Debtors, as determined by the Lender in its sole discretion, acting reasonably; or
- (i) the expiry of the Forbearance at the Expiry Date.

A default on the part of any one of the Debtors shall constitute a default on the part of each of the Debtors for the purposes of being an Event of Default.

ARTICLE 3 **COVENANTS**

- 3.1 Forbearance Fee.** Janmar shall pay to the Lender a forbearance fee for the Lender entering into this Agreement in the amount of \$15,000.00 (the "**Forbearance Fee**"). The Debtors agree that the Forbearance Fee shall be deemed to have been earned by the Lender upon execution of this Agreement. One-half (\$7,500.00) of the Forbearance Fee shall be paid by the Debtors upon execution of this Agreement and one-half (\$7,500.00) of the Forbearance Fee shall be added to and form part of the Indebtedness be secured by the Security and accrue interest in accordance with the Loan Agreements.
- 3.2 Interest.** This Agreement does not change or alter the applicable interest rates of the Indebtedness under the Loan Agreements. Janmar remains obligated to pay interest on the Indebtedness pursuant to the Loan Agreements.

3.3 Periodic Payments. During the Forbearance, the Debtors will continue to observe all of their respective obligations and covenants under the Loan Documents, including being required to make regular monthly payments of \$44,683.33 commencing on November 15, 2022, with payments to be made on or before the 15th day of each and every month thereafter. Roynat agrees that the following payables may be deducted from the first payment due:

- (a) Parson's Creek: \$8002.08;
- (b) Mirterra: \$472.50; and
- (c) Tristar: \$8117.11.

The Debtors agree to provide receipts confirming payment of these amount to Lender's Counsel no later than November 30, 2022. No deductions may be made from any subsequent monthly payments without the prior express written consent of the Lender.

3.4 Consent Orders. Concurrently with this Agreement, the following Consent Orders from the Alberta Court of King's Bench shall be irrevocably executed by the Debtors and delivered to the Lender's counsel to be held in trust by Lender's counsel until the occurrence of an Event of Default:

- (a) Consent Redemption Order – Listing providing for judicial listing of the lands as set out within **Schedule "C"** (the "**Mortgaged Lands**") with a one-day redemption period, substantially as attached to this Agreement as **Schedule "D"** (the "**Consent Redemption Orders**");
- (b) Consent Receivership Order attached to this Agreement as **Schedule "E"** (the "**Consent Receivership Order**");
- (c) Consent Order Appointment of Receiver of Rents attached to this Agreement as **Schedule "F"** (the "**Consent Order – Appointment of Receiver of Rents**"); and
- (d) Consent Judgment attached to this Agreement as **Schedule "G"** (the "**Consent Judgments**");

The Consent Redemption Orders, Consent Receivership Order, Consent Order – Appointment of Receiver of Rents and Consent Judgment are collectively the "**Consent Orders**".

3.5 Provision of Certain Items. Concurrently with delivery of this executed Agreement, the Debtors, as applicable, shall provide to the Lender's counsel:

- (a) the Forbearance Fee;
- (b) for all Debtors, an executed statement of assets/ net worth as per **Schedule "H"**, or as in such other form provided by the Lender;
- (c) the executed Consent Orders;
- (d) evidence that all amounts owed by Janmar to the Canada Revenue Agency and any Workers' Compensation Board are current;

- (e) evidence that all property taxes in respect of the Mortgaged Lands are current or written confirmation from the appropriate municipality that property taxes in respect of the Mortgaged Lands are paid pursuant to a periodic payment plan; and
- (f) evidence of insurance over the Mortgaged Lands.

The agreement to forbear on the part of the Lender as set forth herein is subject to receipt by the Lender of all items required to be delivered by the Debtors as set forth in this Article.

3.6 Sale of Certain Lands. With respect to the lands legally described as (i) Plan 1520043, Block 2, Lot 4 (ii) Plan 9824566, Block 29, Lot 16 and (iii) Plan 9824566, Block 29, Lot 17 (collectively the "Janmar Lands"), Janmar agrees to:

- (a) on or before November 17, 2022, list the Janmar Lands for sale with a licenced real estate agent ("Realtor"), with the listing price and Realtor both subject to the Lender's approval;
- (b) on a weekly basis commencing on November 24, 2022, provide updates to the Lender as to the status of the listings of the Janmar Lands, which shall include, at minimum, information about the number of showings of the Janmar Lands;
- (c) permit the Lender to communicate with the Realtor and to obtain any and all information from the Realtor with respect to the listings of the Janmar Lands;
- (d) on or before December 16, 2022, present to the Lender one or more letters of intent or memorandums of understanding, executed by a potential purchaser(s) (the "LOIs") with the LOIs to include, at minimum:
 - i. a sale date of all Janmar Lands on or before the Expiry Date;
 - ii. offers to purchase to be executed, and sales to be unconditional, on or before March 1, 2023; and
 - iii. a sale price commensurate with market value;

Notwithstanding any other provision of this Agreement or otherwise, any offers to purchase received by Janmar on the Janmar Lands shall be forwarded to the Lender and Janmar shall not agree to a sale of the Janmar Lands without the Lender's prior written approval.

3.7 Protective Disbursements. The Debtors agree that the Lender may, in its sole and absolute discretion, pay any property taxes, essential maintenance, utilities, insurance and similar protective disbursements in respect of the Janmar Lands and other collateral under the Security, and such amounts paid shall form part of the Indebtedness and be secured by the Security.

3.8 Janmar Appraisals. Janmar agrees to retain a licenced appraiser and have appraisals of the Janmar Lands ("Janmar Appraisals") completed, at Janmar's sole expense, and sent to the Lender within forty-five (45) days after the effective date of this Agreement.

3.9 Lender Appraisals. The Lender may retain an appraiser or real estate agent in its sole discretion (the "Appraiser") to inspect the Mortgaged Lands, and any present and after-acquired personal property of the Debtors which is subject to the Security, and thereafter to obtain appraisals (the "Appraisals"). The Debtors shall consent to the Lender obtaining the Appraisals and agree to immediately and unconditionally cooperate with the Appraisers in all respects, including without

limitation in providing the Appraisers access to the Mortgaged Lands, provision of any documents or records as may be required by the Appraisers (including but not limited to lease agreements and rent rolls) and access to any of the Debtors' present and after-acquired personal property for the purposes of inspection. The Appraisals shall constitute the sole property of the Lender and shall be utilized by the Lender in its sole discretion. The Debtors agree that the cost of the Appraisals shall form part of the Indebtedness and be secured by the Security.

- 3.10 **Repayment of Indebtedness.** The Indebtedness together with accrued interest and the Lender's legal costs on a solicitor and its own client full indemnity basis must be repaid in full on or before the Expiry Date. The Debtors may prepay any amount of the Indebtedness to the Lender at any time, without penalty.
- 3.11 **Required Reporting.** The existing financial reporting requirements under the Loan Agreements will continue to be observed by Janmar throughout the period of the Forbearance.
- 3.12 **Prohibition on Debt.** Janmar shall not incur any short or long term debt, except as approved in writing by the Lender, which may be provided or withheld in the Lender's sole discretion acting reasonably.
- 3.13 **Prohibition on Certain Accounts Payable.** Janmar will not make any principal payments to any other lenders without the consent of the Lender, apart from normal trade credit payments made in the ordinary course of business, and Janmar shall disclose any and all bank accounts, other than those with the Lender.
- 3.14 **Costs.** The Lender's costs and expenses (including legal fees on a solicitor and own client full indemnity basis) in connection with the preparation and enforcement of this Agreement and the Loan Documents shall become part of the Indebtedness, and the Debtors agree and acknowledge that they are each liable to the Lender for those costs and that such liability is secured by the Security.
- 3.15 **Other Covenants.** Each of the Debtors warrants, covenants, and agrees that:
- (a) the Debtors waive any further requirement of demand for payment to the greatest extent permitted by law;
 - (b) the Debtors shall take all necessary steps at their own cost to preserve, repair, maintain and fully insure the property that is secured by the Security, including without limitation the Mortgaged Lands;
 - (c) the Debtors shall ensure that all utilities and property taxes in respect of the Mortgaged Lands are paid as and when due, and that there shall be no arrears in respect of any utilities or property taxes that may be assessed in respect of the Mortgaged Lands;
 - (d) all amounts and payments described in subsection (c) are, as of the date hereof, current and in good standing, or arrangements have otherwise been made and communicated to the Lender to bring such amounts and payments into good standing;
 - (e) the Debtors shall not transfer, lease, dispose of or sell any property secured by the Security without the prior written approval of the Lender, who may impose terms and conditions upon its approval as it sees fit;

- (f) other than in the ordinary course of business, the Debtors shall not compromise any book debts or accounts receivable;
- (g) none of the Debtors will grant any additional security or charges as against any of their respective assets or undertaking, including without limitation purchase money security interests or mortgages, without the express prior written consent of the Lender, with such consent not to be unreasonably withheld;
- (h) the Debtors will at all times keep current all remittances required to be made by them for taxes and statutory deemed trust amounts owed to federal, provincial and municipal governments, including, without limitation, monies owed in respect of source deductions for contributions pursuant to the *Canada Pension Plan*, *Employment Insurance Act* and *Income Tax Act*, and in respect of goods and services tax, and in respect to Workers' Compensation Board contributions, if any;
- (i) all remittances and payments described in subsection (h) are, as of the date hereof, current and in good standing, or arrangements have otherwise been made and communicated to the Lender to bring such remittances and payments into good standing;
- (j) the Debtors shall immediately notify the Lender of (i) any actions, proceedings or steps taken by another creditor against them, which arise after the date of this Agreement, to enforce or collect payment of monies, or (ii) any other information which comes to their attention which has or might reasonably have a material effect on the position of the Lender;
- (k) the Debtors hereby expressly waive the right to contest or dispute any application by the Lender to have any Consent Order signed by a Justice or Applications Judge of the Court of King's Bench of Alberta, and the Debtors expressly waive any right to withdraw their consent from any Consent Order; and
- (l) the Consent Orders have been provided to the Lender as good and valuable consideration for, among other things, the Lender agreeing to enter into this Agreement and to forbear from enforcing the Loan Documents in accordance with the terms of this Agreement, and that the Consent Orders are a fundamental and essential term of this Agreement.

ARTICLE 4

REMEDIES UPON EVENT OF DEFAULT

- 4.1 Event of Default.** Upon the occurrence of an Event of Default, the Lender shall be at liberty, but not obliged, to do any or all of the following, without further notice, demand, objection or defence by the Debtors, or liability to the Debtors:
- (a) immediately accelerate the expiration of the Forbearance under this Agreement to the date of any notice given by the Lender;
 - (b) be entitled to treat all of the Indebtedness, and other indebtedness due and owing, as fully due, owing, payable and matured;
 - (c) seize and sell any of the real and personal property subject to the Security;

- (d) pursue all rights and remedies that the Lender has in connection with the Loan Documents as the Lender deems appropriate and to the extent permissible by law including, without limitation, applying to have signed and entered any one or more of the Consent Orders, commencing and prosecuting a legal action, realizing upon and enforcing the Loan Documents and collecting the Indebtedness, all without further notice to the Debtors (though notwithstanding the foregoing, Lender's Counsel shall provide Debtors' counsel with a minimum of three (3) days' notice by e-mail of the Lender's intention to have any of the Consent Orders entered at the Court of King's Bench);
- (e) to cause Lender's Counsel to complete any missing information in the Consent Orders provided they do so reasonably and acting in good faith, including without limiting the generality of the foregoing, the following information which the Debtors irrevocably authorize the Lender and Lender's Counsel to complete:
- i. with respect to the Consent Redemption Orders:
 - in paragraph 3, the amount due under the Lender's mortgage and the date thereof;
 - all amounts to be included in the Statement of Secured Indebtedness, including without limitation amounts from (1) to (12) and the "Total Due to Plaintiff at Date Order Granted";
 - in paragraph 3 of the Judicial Listing Agreement, the list price; and
 - in paragraph 6 of the Judicial Listing Agreement, the realtor commission;
 - ii. with respect to the Consent Receivership Order:
 - in the preamble, the names of affiants of any affidavit(s) and the name of the Receiver;
 - in paragraph 2, the name of the Receiver;
 - in paragraph 3(l), the monetary limitations on sales of assets by the Receiver without court approval (both individual and aggregate);
 - in paragraph 18, the monetary amount of the Receiver's Charge; and
 - in paragraph 21, the limitation on the amount that the Receiver can borrow;
 - iii. with respect to the Consent Judgments:
 - the judgment amounts in paragraph 1; and
- (f) proceed with whatever legal remedies are available to the Lender against the Debtors, or any of them, either under this Agreement, the Loan Documents or otherwise in equity or in law.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES

- 5.1 **Representations and Warranties of the Debtors.** Each of the Debtors hereby represents, warrants and agrees that:
- (a) the Debtors have full power, legal right and authority to enter into this Agreement and do all such acts and things as are required by this Agreement to be done, observed or performed in accordance with the terms hereof;
 - (b) none of the authorizations, executions or deliveries of this Agreement is in conflict with or contravention of the provisions of any other indenture, instrument, undertaking or other agreement to which either of them are a party or their properties or assets are bound; and
 - (c) other than the Existing Defaults, no Events of Default exist under the Loan Documents.
- 5.2 **Survival.** The representations and warranties set out in this Agreement shall survive the execution and delivery of this Agreement notwithstanding any investigations or examinations which may be made by or on behalf of the Lender, and the representations and warranties in connection with the Loan Documents shall survive until the Loan Documents have been terminated in accordance with their respective terms.

ARTICLE 6
TOLLING

- 6.1 **Extension of Limitation Period.** In this Article any capitalized words or terms shall have the meaning ascribed to it in this Agreement, and any other capitalized words shall have the meaning ascribed to such words in *the Limitations Act*, RSA 2000, c L-12 (Alberta) (the "Act"), unless otherwise ascribed a meaning in this Agreement. All references in this Article to the Act shall mean and include the Act, any amendment thereof and/or any statute passed in substitution for the Act.

The limitation periods in the Act applicable to any remedial order sought by the Lender or any successor or assign of the Lender, relating to the Loan Documents, Security and/or this Agreement are intended to be extended by this Article. The Debtors and any of their respective successors, assigns or personal representatives shall not be entitled to immunity from liability by reason of any provision in the Act respecting a Claim or Remedial Order relating to all or any of the Loan Documents, Security and/or this Agreement unless the Lender, or its successors or assigns, fails to seek a Remedial Order within five (5) years after the date upon which the Debtors or any of their respective successors, assigns or personal representatives would otherwise be entitled to immunity respecting such Claim or Remedial Order pursuant to the Act.

ARTICLE 7
MISCELLANEOUS

- 7.1 **Assignment.** The Lender may in its absolute discretion assign (without the consent of the Debtors) to an assignee all or any interest of the Lender in all or any of the Indebtedness and other indebtedness due and owing under the Loan Documents, this Agreement, and any document in relation to the Indebtedness and other indebtedness due and owing under the Loan Documents, this Agreement and any document granted pursuant to this Agreement. The Lender without notice and without Debtors' consent may disclose to any prospective assignee all information and

documentation relating to any of the Debtors in the Lender's possession or control (including without limitation financial information) whether of a confidential nature or otherwise.

- 7.2 **Communication by the Lender.** Each of the Debtors hereby authorizes the Lender and any of the Lender's advisors and agents, to communicate with the creditors or suppliers of any Debtors, any parties interested in providing financing to any Debtors, any parties interested in purchasing assets of any Debtors, any parties interested in purchasing the Mortgaged Lands or other collateral secured by the Security, any parties interested in purchasing the Lender's security and position and any professionals retained by any of the foregoing (collectively, the "**Interested Parties**") and each of the Debtors shall provide such waivers and consents as may be required to ensure that the Interested Parties can fully and frankly discuss with the Lender all matters related to the Debtors and the Indebtedness.
- 7.3 **Management of Lender's Financial Risk.** Each of the Debtors hereby acknowledges and agrees that the implementation and performance of this Agreement is to facilitate the Lender's management of its financial risk and to facilitate the Debtors' efforts to retire the Indebtedness. The foregoing, including any exercises of the Lender's discretion hereunder, does not constitute any form of possession, management or control over the Mortgaged Lands or any of the Debtors' assets, business or operations.
- 7.4 **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties relating to the subject matter hereof and may not be amended or modified except by written consent executed by all Parties.
- 7.5 **Rights Cumulative.** The Parties agree that all the rights and remedies of the Lender hereunder and under any agreement delivered pursuant hereto are not exhaustive, and are cumulative and are in addition to, without prejudice to and shall not be deemed to exclude, any other right or remedy allowed to the Lender hereunder or any agreement delivered pursuant hereto or under the Loan Documents, except as specifically set out herein. The Parties agree that all rights and remedies of the Lender may be exercised concurrently.
- 7.6 **Lender's Records.** The Debtors acknowledge that the Lender maintains accounts and records evidencing the borrowings of Janmar, including all principal, interest, fees, costs and other amounts due and becoming due by the Debtors to the Lender, and agrees the Lender's records do and shall constitute, in the absence of manifest error, conclusive proof of the Indebtedness of the Debtors to the Lender at any given time.
- 7.7 **Legal Advice.** Each of the Debtors acknowledges and represents that it has carefully read this Agreement, it knows and understands its contents, it has received all information and advice it requires, including independent legal advice, relating to the Loan Documents and this Agreement, or expressly hereby waives the right to same, and in this regard: (a) acknowledges and consents to this Agreement; (b) voluntarily accepts the terms and conditions herein and (c) agrees to be bound by the provisions of this Agreement.
- 7.8 **Confirmation.** Each of the Debtors acknowledges receiving valuable consideration (the adequacy and sufficiency of which is specifically acknowledged) for its obligations hereunder and agrees that none of:
- (a) the terms of this Agreement;

- (b) any failure by the Lender to insist upon strict performance or observance of its rights set forth in this Agreement or the Loan Documents; nor
- (c) any waiver or amendment by the Lender of any such rights;

shall prejudice the Lender's rights under any or all of the Loan Documents or this Agreement, nor shall sustain or constitute any defence or estoppel in favour of the Debtors in respect of enforcement of the Loan Documents.

7.9 Time of the Essence. Time shall be of the essence in this Agreement.

7.10 Notices. Any notices under this Agreement may be delivered by courier or email transmission to the Parties at the addresses set forth below and, where so given, shall be deemed received by the recipient on the same business day as delivered or transmitted if delivered or transmitted prior to 4:00 p.m. (Edmonton time), otherwise on the next business day:

if to the Lender:

Roynat Inc.
40 King Street West, 55th Floor
Toronto, ON M5H 3Y2
Attention: Cian McDonnell
E-mail: cian.mcdonnell@scotiabank.com

with a copy to Lender's Counsel:

Duncan Craig LLP
2800, 10060 Jasper Avenue
Edmonton, AB T5J 3V9
Attention: Darren R. Bieganeck, KC
Email: dbieganeck@dcllp.com

if to the Debtors:

Janmar Investments (Alberta) Ltd., 1406676 Alberta Ltd., J.W. Carr Holdings Ltd.,
272649 Alberta Ltd., Marjorie Carr and Ward Fleming

Marjorie Carr
Email: marj@jwcarrholdings.ca

Ward Fleming
Email: ward@flemingdev.com

with a copy to Debtors' counsel:

Altura Legal Advisory
2151, 10060 Jasper Avenue NW
Edmonton, AB T5J 3R8
Attention: Dennis R. Schmidt, KC
Email: dennis@alturalegal.ca

7.11 Applicable Law. This Agreement shall be governed by the laws of Canada and the Province of Alberta, as applicable.

- 7.12 **Judicial Centre.** The Debtors acknowledge and agree that any action commenced by the Lender in respect of the Debtors may be started and carried on in the judicial centre of Edmonton, Alberta. The Debtors hereby waive any right to apply to transfer any judicial proceedings to another judicial centre and expressly agree that Edmonton is the most convenient forum for such action.
- 7.13 **Schedules.** The schedules attached to this Agreement or referenced herein are acknowledged as having been reviewed by the Debtors and shall form part of this Agreement and, upon the Parties executing this Agreement, shall be binding upon the Parties. The Schedules to this Agreement are as follows:
- Schedule "A" – Guarantees;
 - Schedule "B" – Security;
 - Schedule "C" – Mortgaged Lands;
 - Schedule "D" – Consent Redemption Orders – Listing;
 - Schedule "E" – Consent Receivership Order;
 - Schedule "F" – Consent Order – Appointment of Receiver of Rents;
 - Schedule "G" – Consent Judgments; and
 - Schedule "H" – Statement of Assets / Net Worth.
- 7.14 **No Amendment.** Save as expressly provided in this Agreement, nothing in this Agreement is intended to alter, amend, modify or limit the existence or the effectiveness of any agreement between the Debtors and the Lender, including, without limitation, the Loan Documents save as expressly provided in this Agreement.
- 7.15 **Severability.** If any provision of any of this Agreement, Loan Documents or any part thereof is found or determined to be invalid, illegal or unenforceable, such provision shall be severable and the remainder of this Agreement and the Loan Documents, as the case may be, shall be construed as if such invalid, illegal or unenforceable provision or part had been deleted therefrom.
- 7.16 **No Waiver.** No provision of this Agreement shall be deemed waived by any course of conduct unless such waiver is in writing and signed by the Party making such a waiver, specifically stating that it is intended to modify this Agreement.
- 7.17 **Successors and Assigns.** This Agreement and the Loan Documents shall be binding and enure to the benefit of each of the Parties hereto and their respective heirs, executors, administrators, successors, and assigns.
- 7.18 **Assurances.** The Parties hereby covenant and agree to do such further and other things that the other Party may reasonably request to give full or better effect to the provisions of this Agreement.
- 7.19 **Execution.** This Agreement may be executed in counterparts and delivered via emailed PDF (with duplicates to follow by ordinary post or delivery), and all counterparts when taken together, shall constitute one Agreement.

IN WITNESS WHEREOF the Parties hereto have executed these presents effective the date first above written.

[signature page to follow]

ROYNAT INC.

Per: _____
Name: _____
Title: _____

JANMAR INVESTMENTS (ALBERTA) LTD.

Per: Ward Fleming
Name: Ward Fleming
Title: Director.

272649 ALBERTA LTD.

Per: M Carr
Name: Marjorie Carr
Title: President

1406676 ALBERTA LTD.

Per: Ward Fleming
Name: Ward Fleming
Title: Director.

J.W. CARR HOLDINGS LTD.

Per: M Carr
Name: Marjorie Carr
Title: President

MARJORIE CARR

By: M Carr



Witness: [Signature]

WARD FLEMING


By: [Signature]

Witness: [Signature]


ROYNAT INC.

Per:  
 Name: Cian Mc Donnell Silvio Marsili
 Title: Sr. Manager Managing Director


JANMAR INVESTMENTS (ALBERTA) LTD.

Per: 
 Name: Ward Fleming
 Title: Director


272649 ALBERTA LTD.

Per: 
 Name: Marjorie Carr
 Title: President

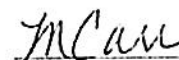
1406676 ALBERTA LTD.


Per: 
 Name: Ward Fleming
 Title: Director

J.W. CARR HOLDINGS LTD.

Per: 
 Name: Marjorie Carr
 Title: President

MARJORIE CARR

By: 

Witness: 

WARD FLEMING

By: 

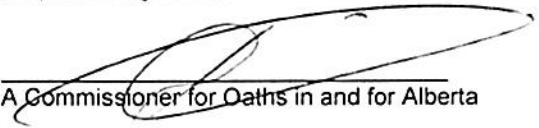
Witness: 

AFFIDAVIT OF CORPORATE SIGNING AUTHORITY

CANADA) 1. Nolan Fleming
) of the City of Storwood Park,
 PROVINCE OF ALBERTA)
) in the Province of Alberta,
 TO WIT:) MAKE OATH AND SAY:
)

1. I am an authorized signing officer of JANMAR INVESTMENTS (ALBERTA) LTD. (the "Corporation") named in the within or annexed instrument.
2. I am authorized by the Corporation to execute the within or annexed instrument on behalf of the Corporation without a corporate seal.
3. The within or annexed instrument was executed at the City of Edmonton in the Province of Alberta.

SWORN BEFORE ME at Edmonton)
 in the Province of Alberta this 24th day of)
November, 2022)


 A Commissioner for Oaths in and for Alberta)

DENNIS R. SCHMIDT
 BARRISTER & SOLICITOR

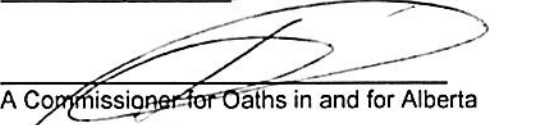

 (signature)

AFFIDAVIT OF EXECUTION


CANADA) 1. Nolan Fleming
) of the City of Edmonton,
 PROVINCE OF ALBERTA)
) in the Province of Alberta,
 TO WIT:) MAKE OATH AND SAY:
)

1. I was personally present and did see Nolan Fleming named in the attached instrument, who on the basis of identification provided to me I believe to be the person named therein, duly sign and execute the same for the purpose named therein.
2. The same was executed at the City of Edmonton in the Province of Alberta and that I am the subscribing witness thereto.
3. I know the said person and he is in my belief the full age of eighteen (18) years.

SWORN BEFORE ME at Edmonton)
 in the Province of Alberta, this 24th day of)
November, 2022)


 A Commissioner for Oaths in and for Alberta)

DENNIS R. SCHMIDT
 BARRISTER & SOLICITOR


 (signature)

AFFIDAVIT OF CORPORATE SIGNING AUTHORITY

CANADA) I, _____,
) of the _____ of _____,
 PROVINCE OF ALBERTA) in the Province of Alberta,
)
 TO WIT:) MAKE OATH AND SAY:
)

1. I am an authorized signing officer of 1406676 ALBERTA LTD. (the "Corporation") named in the within or annexed instrument.
2. I am authorized by the Corporation to execute the within or annexed instrument on behalf of the Corporation without a corporate seal.
3. The within or annexed instrument was executed at the _____ of _____ in the Province of Alberta.

SWORN BEFORE ME at _____,)
 in the Province of Alberta this ____ day of)
 _____, 2022)

 A Commissioner for Oaths in and for Alberta

 (signature)

AFFIDAVIT OF EXECUTION

CANADA) I, Nolan Fleming,
) of the City of Edmonton,
 PROVINCE OF ALBERTA) in the Province of Alberta,
)
 TO WIT:) MAKE OATH AND SAY:
)

1. I was personally present and did see Nolan Fleming named in the attached instrument, who on the basis of identification provided to me I believe to be the person named therein, duly sign and execute the same for the purpose named therein.
2. The same was executed at the City of Edmonton in the Province of Alberta and that I am the subscribing witness thereto.
3. I know the said person and he is in my belief the full age of eighteen (18) years.

SWORN BEFORE ME at Edmonton,)
 in the Province of Alberta, this 24th day of)
December, 2022)

 A Commissioner for Oaths in and for Alberta

 (signature)

DENNIS R. SCHMIDT
 BARRISTER & SOLICITOR

AFFIDAVIT OF CORPORATE SIGNING AUTHORITY

CANADA) I, _____,
) of the _____ of _____,
 PROVINCE OF ALBERTA)
) in the Province of Alberta,
)
 TO WIT:) MAKE OATH AND SAY:
)

1. I am an authorized signing officer of J.W. CARR HOLDINGS LTD. (the "Corporation") named in the within or annexed instrument.
2. I am authorized by the Corporation to execute the within or annexed instrument on behalf of the Corporation without a corporate seal.
3. The within or annexed instrument was executed at the _____ of _____ in the Province of Alberta.

SWORN BEFORE ME at _____,)
 in the Province of Alberta this ____ day of)
 _____, 2022)
)
)
)
 _____)
 A Commissioner for Oaths in and for Alberta) (signature)

AFFIDAVIT OF EXECUTION

CANADA) I, _____,
) of the _____ of _____,
 PROVINCE OF ALBERTA)
) in the Province of Alberta,
)
 TO WIT:) MAKE OATH AND SAY:
)

1. I was personally present and did see _____ named in the attached instrument, who on the basis of identification provided to me I believe to be the person named therein, duly sign and execute the same for the purpose named therein.
2. The same was executed at the _____ of _____ in the Province of Alberta and that I am the subscribing witness thereto.
3. I know the said person and he is in my belief the full age of eighteen (18) years.

SWORN BEFORE ME at _____,)
 in the Province of Alberta, this ____ day of)
 _____, 2022)
)
)
)
 _____)
 A Commissioner for Oaths in and for Alberta) (signature)

AFFIDAVIT OF CORPORATE SIGNING AUTHORITY

CANADA) I, _____,
) of the _____ of _____,
 PROVINCE OF ALBERTA) in the Province of Alberta,
)
 TO WIT:) MAKE OATH AND SAY:
)

1. I am an authorized signing officer of 272649 ALBERTA LTD. (the "Corporation") named in the within or annexed instrument.
2. I am authorized by the Corporation to execute the within or annexed instrument on behalf of the Corporation without a corporate seal.
3. The within or annexed instrument was executed at the _____ of _____ in the Province of Alberta.

SWORN BEFORE ME at _____,)
 in the Province of Alberta this ____ day of)
 _____, 2022)
)
)
)
 _____)
 A Commissioner for Oaths in and for Alberta) (signature)

AFFIDAVIT OF EXECUTION

CANADA) I, _____,
) of the _____ of _____,
 PROVINCE OF ALBERTA) in the Province of Alberta,
)
 TO WIT:) MAKE OATH AND SAY:
)

1. I was personally present and did see _____ named in the attached instrument, who on the basis of identification provided to me I believe to be the person named therein, duly sign and execute the same for the purpose named therein.
2. The same was executed at the _____ of _____ in the Province of Alberta and that I am the subscribing witness thereto.
3. I know the said person and he is in my belief the full age of eighteen (18) years.

SWORN BEFORE ME at _____,)
 in the Province of Alberta, this ____ day of)
 _____, 2022)
)
)
)
 _____)
 A Commissioner for Oaths in and for Alberta) (signature)

AFFIDAVIT OF EXECUTION

CANADA) I, _____,
) of the _____ of _____,
 PROVINCE OF ALBERTA) in the Province of Alberta,
) MAKE OATH AND SAY:
 TO WIT:)

1. I was personally present and did see _____, named in the within Forbearance Agreement, who on the basis of identification provided to me I believe to be the person named therein, duly sign and execute the same.
2. That the same was executed at the _____ of _____, in the Province of Alberta, and that I am the subscribing witness thereto.
3. That I believe the person whose signature I witnessed is at least the full age of eighteen (18) years.

Sworn before me at _____,)
 in the Province of Alberta, this ____ day of)
 _____, 2022.)
)
)
)
)

 A Commissioner for Oaths in and for Alberta

 (signature)

AFFIDAVIT OF EXECUTION

CANADA)	I, _____,
)	of the _____ of _____,
PROVINCE OF ALBERTA)	in the Province of Alberta,
)	MAKE OATH AND SAY:
TO WIT:)	

1. I was personally present and did see MARJORIE CARR, named in the within Forbearance Agreement, who on the basis of identification provided to me I believe to be the person named therein, duly sign and execute the same.
2. That the same was executed at the _____ of _____, in the Province of Alberta, and that I am the subscribing witness thereto.
3. That I believe the person whose signature I witnessed is at least the full age of eighteen (18) years.

Sworn before me at _____,)
 in the Province of Alberta, this ____ day of)
 _____, 2022.)
)
)
)
)
)

A Commissioner for Oaths in and for Alberta

 (signature)

AFFIDAVIT OF EXECUTION

CANADA)	I, _____,
)	of the _____ of _____,
PROVINCE OF ALBERTA)	in the Province of Alberta,
)	MAKE OATH AND SAY:
TO WIT:)	

1. I was personally present and did see WARD FLEMING, named in the within Forbearance Agreement, who on the basis of identification provided to me I believe to be the person named therein, duly sign and execute the same.
2. That the same was executed at the _____ of _____, in the Province of Alberta, and that I am the subscribing witness thereto.
3. That I believe the person whose signature I witnessed is at least the full age of eighteen (18) years.

Sworn before me at _____,)
 in the Province of Alberta, this ____ day of)
 _____, 2022.)
)
)
)
)
)

 A Commissioner for Oaths in and for Alberta

 (signature)

Schedule "A"**Guarantees**

Guarantor	Date of Agreement	Guarantee Limit (plus legal costs and interest)	Notes
1406676 Alberta Ltd.	February 7, 2017	\$8,050,000	
Ward Fleming	February 7, 2017	\$1,000,000	
James Carr	February 7, 2017	\$1,000,000	
1406676 Alberta Ltd.	September 5, 2017	No change to February 7, 2017 Guarantee limit	Extension of February 7, 2017 Guarantee
Ward Fleming	September 5, 2017	No change to February 7, 2017 Guarantee limit	Extension of February 7, 2017 Guarantee
James Carr	September 5, 2017	No change to February 7, 2017 Guarantee limit	Extension of February 7, 2017 Guarantee
1406676 Alberta Ltd.	April 23, 2021	No change to February 7, 2017 Guarantee limit	Extension of February 7, 2017 Guarantee
Ward Fleming	April 23, 2021	No change to February 7, 2017 Guarantee limit	Extension of February 7, 2017 Guarantee
J.W. Carr Holdings Ltd.	April 23, 2021	\$500,000	
272649 Alberta Ltd.	April 23, 2021	\$500,000	
Marjorie Carr	April 23, 2021	\$1,000,000	Replaces the Guarantee of James Carr

Schedule "B"**Security**

1. **Janmar Investments (Alberta) Ltd.:** Demand Debenture dated February 7, 2017, over all present and after acquired personal property, over (i) Plan 1520043, Block 2, Lot 4 (ii) Plan 9824566, Block 29, Lot 16 and (iii) Plan 9824566, Block 29, Lot 17, and including a floating land charge over any other real property.
2. **1406676 Alberta Ltd:** General Security Agreements dated February 7, 2017 and September 5, 2017, over all present and after acquired personal property and including a floating land charge over real property.
3. **272649 Alberta Ltd.:** Collateral Mortgage dated April 23, 2021 in the principal amount of \$250,000 over Plan 1523374, Block 7, Lot 3.
4. **272649 Alberta Ltd.:** General Security Agreement dated November 8, 2019, over all present and after acquired personal property and including a floating land charge over real property.
5. **J.W. Carr Holdings Ltd.:** General Security Agreement dated November 8, 2019, over all present and after acquired personal property and including a floating land charge over real property.
6. Such further and other security that has been granted by the Debtors, or any of them, that is not specifically listed here.

Schedule "C"

Mortgaged Lands

Owned by Janmar Investments (Alberta) Ltd.:

PLAN 1520043
BLOCK 2
LOT 4
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 0.596 HECTARES (1.47 ACRES) MORE OR LESS

PLAN 9824566
BLOCK 29
LOT 16
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 0.445 HECTARES (1.1 ACRES) MORE OR LESS

PLAN 9824566
BLOCK 29
LOT 17
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 0.365 HECTARES (0.9 ACRES) MORE OR LESS

Owned by 272649 Alberta Ltd.:

PLAN 1523374
BLOCK 7
LOT 3
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 0.619 HECTARES (1.53 ACRES) MORE OR LESS

And any such further and other lands that are not specifically listed here.

Schedule "E"

Consent Receivership Order

COURT FILE NUMBER

Clerk's Stamp

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE EDMONTON

PLAINTIFF ROYNAT INC.

DEFENDANTS JANMAR INVESTMENTS (ALBERTA) LTD.,
1406676 ALBERTA LTD., J.W. CARR
HOLDINGS LTD., 272649 ALBERTA LTD.,
MARJORIE CARR and WARD FLEMING

DOCUMENT RECEIVERSHIP ORDER

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
DUNCAN CRAIG LLP
Lawyers Mediators
2800, 10060 Jasper Avenue
Edmonton, Alberta T5J 3V9

Lawyer: DARREN R. BIEGANEK, KC
Telephone: (780) 441-4386
Fax: (780) 428-9683
Email: dbieganek@dcllp.com
File Number: 212586

DATE ON WHICH ORDER WAS PRONOUNCED: _____

LOCATION WHERE ORDER WAS PRONOUNCED: EDMONTON, ALBERTA

NAME OF JUSTICE WHO MADE THIS ORDER: _____

UPON the application of Roynat Inc. in respect of Janmar Investments (Alberta) Ltd. (the "Debtor"); AND UPON having read the Application, the Affidavit of _____; and the Affidavit of Service of _____, filed; AND UPON reading the consent of _____ to act as receiver and manager (the "Receiver") of the Debtor, filed; AND UPON noting the consent endorsed hereon of the Debtor; AND UPON hearing counsel for Roynat Inc., counsel for the proposed Receiver and any other counsel or other interested parties present;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. The time for service of the notice of application for this order (the "Order") is hereby abridged and deemed good and sufficient.

APPOINTMENT

2. 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, section 65(7) of the *Personal Property Security Act*, R.S.A. 2000, c.P-7 and section 49 of the *Law of Property Act*, R.S.A. 2000, c I-7

_____ is hereby appointed Receiver, without security, of all of the Debtor's current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the "Property").

RECEIVER'S POWERS

3. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
 - (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
 - (c) to manage, operate and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;
 - (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
 - (e) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
 - (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
 - (g) to settle, extend or compromise any indebtedness owing to or by the Debtor;
 - (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;

- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in this Order shall authorize the Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court;
- (k) to market any or all the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:
 - (i) without the approval of this Court in respect of any transaction not exceeding \$ _____, provided that the aggregate consideration for all such transactions does not exceed \$ _____; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,and in each such case notice under subsection 60(8) of the *Personal Property Security Act*, R.S.A. 2000, c. P-7 or any other similar legislation in any other province or territory shall not be required.
- (m) to apply for any vesting order or other orders (including, without limitation, confidentiality or sealing orders) necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (o) to register a copy of this Order and any other orders in respect of the Property against title to any of the Property, and when submitted by the Receiver for registration this Order shall be immediately registered by the Registrar of Land Titles of Alberta, or any other

similar government authority, notwithstanding Section 191 of the *Land Titles Act*, RSA 2000, c. L-4, or the provisions of any other similar legislation in any other province or territory, and notwithstanding that the appeal period in respect of this Order has not elapsed and the Registrar of Land Titles shall accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtor and not in its personal capacity;

- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons, including the Debtor, and without interference from any other Person (as defined below).

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. (i) The Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.
5. All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof

and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.

6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names, and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

7. No proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

8. No Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall: (i) prevent any Person from commencing a proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such proceeding is not commenced before the expiration of the stay provided by this paragraph; and (ii) affect a Regulatory Body's investigation in respect of the debtor or an action, suit or proceeding that is taken in respect of the debtor by or before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body or the Court. "Regulatory Body" means a person or body

that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a Province.

NO EXERCISE OF RIGHTS OF REMEDIES

9. All rights and remedies of any Person, whether judicial or extra-judicial, statutory or non-statutory (including, without limitation, set-off rights) against or in respect of the Debtor or the Receiver or affecting the Property are hereby stayed and suspended and shall not be commenced, proceeded with or continued except with leave of this Court, and further provided that nothing in this Order shall:
- (a) empower the Debtor to carry on any business that the Debtor is not lawfully entitled to carry on;
 - (b) prevent the filing of any registration to preserve or perfect a security interest;
 - (c) prevent the registration of a claim for lien; or
 - (d) exempt the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment.
10. Nothing in this Order shall prevent any party from taking an action against the Applicant where such an action must be taken in order to comply with statutory time limitations in order to preserve their rights at law, provided that no further steps shall be taken by such party except in accordance with the other provisions of this Order, and notice in writing of such action be given to the Monitor at the first available opportunity.

NO INTERFERENCE WITH THE RECEIVER

11. No Person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, except with the written consent of the Debtor and the Receiver, or leave of this Court.

CONTINUATION OF SERVICES

12. All persons having:
- (a) statutory or regulatory mandates for the supply of goods and/or services; or
 - (b) oral or written agreements or arrangements with the Debtor, including without limitation all computer software, communication and other data services, centralized banking

services, payroll services, insurance, transportation, services, utility or other services to the Debtor

are hereby restrained until further order of this Court from discontinuing, altering, interfering with, suspending or terminating the supply of such goods or services as may be required by the Debtor or exercising any other remedy provided under such agreements or arrangements. The Debtor shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the usual prices or charges for all such goods or services received after the date of this Order are paid by the Debtor in accordance with the payment practices of the Debtor, or such other practices as may be agreed upon by the supplier or service provider and each of the Debtor and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

13. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

EMPLOYEES

14. Subject to employees' rights to terminate their employment, all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, S.C. 2005, c.47 ("**WEPPA**").
15. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is

disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. (a) Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:
- (i) before the Receiver's appointment; or
 - (ii) after the Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.
- (b) Nothing in sub-paragraph (a) exempts a Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.
- (c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph (a) hereof, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, the Receiver is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,
- (i) if, within such time as is specified in the order, within 10 days after the order is made if no time is so specified, within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, or during the period of the stay referred to in clause (ii) below, the Receiver:
 - A. complies with the order, or
 - B. on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;
 - (ii) during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within 10 days after the

order is made or within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, by,

- A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the Receiver to contest the order; or
 - B. the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or
- (iii) if the Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

LIMITATION ON THE RECEIVER'S LIABILITY

17. Except for gross negligence or wilful misconduct, as a result of its appointment or carrying out the provisions of this Order the Receiver shall incur no liability or obligation that exceeds an amount for which it may obtain full indemnity from the Property. Nothing in this Order shall derogate from any limitation on liability or other protection afforded to the Receiver under any applicable law, including, without limitation, Section 14.06, 81.4(5) or 81.6(3) of the BIA.

RECEIVER'S ACCOUNTS

18. The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case, incurred at their standard rates and charges. The Receiver and counsel to the Receiver shall be entitled to the benefits of and are hereby granted a charge (the "**Receiver's Charge**") on the Property, which charge shall not exceed an aggregate amount of \$_____, as security for their professional fees and disbursements incurred at the normal rates and charges of the Receiver and such counsel, both before and after the making of this Order in respect of these proceedings, and the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person but subject to section 14.06(7), 81.4(4) and 81.6(2) and 88 of the BIA.
19. The Receiver and its legal counsel shall pass their accounts from time to time.
20. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including the legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

21. The Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$_____ (or such greater amount as this Court may by further order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges set out in sections 14.06(7), 81.4(4) and 81.6(2) and 88 of the BIA.
22. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
23. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.
24. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.
25. The Receiver shall be allowed to repay any amounts borrowed by way of Receiver's Certificates out of the Property or any proceeds, including any proceeds from the sale of any assets without further approval of this Court.

ALLOCATION

26. Any interested party may apply to this Court on notice to any other party likely to be affected, for an order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the various assets comprising the Property.

GENERAL

27. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

28. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Receiver will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence. The Receiver's reports shall be filed by the Court Clerk notwithstanding that they do not include an original signature.
29. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.
30. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any foreign jurisdiction to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Receiver in any foreign proceeding, or to assist the Receiver and its agents in carrying out the terms of this Order.
31. The Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
32. The Plaintiff shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis, including legal costs on a solicitor-client full indemnity basis, to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.
33. Any interested party may apply to this Court to vary or amend this Order on not less than 7 days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

FILING

34. The Receiver shall establish and maintain a website in respect of these proceedings (the "Receiver's Website") and shall post there as soon as practicable:
 - (a) all materials prescribed by statute or regulation to be made publically available; and

(b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, or served upon it, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.

35. Service of this Order shall be deemed good and sufficient by:

(a) serving the same on:

(i) the persons listed on the service list created in these proceedings or otherwise served with notice of these proceedings;

(ii) any other person served with notice of the application for this Order;

(iii) any other parties attending or represented at the application for this Order; and

(b) posting a copy of this Order on the Receiver's Website

and service on any other person is hereby dispensed with.

36. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

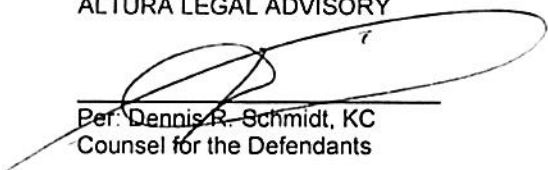
Justice of the Court of King's Bench

CONSENTED TO BY:

DUNCAN CRAIG LLP

ALTURA LEGAL ADVISORY

Per: Darren R. Bieganeck, KC
Counsel for the Plaintiff



Per: Dennis R. Schmidt, KC
Counsel for the Defendants

JANMAR INVESTMENTS (ALBERTA) LTD.

Per: _____

Name: _____

Title: _____

1406676 ALBERTA LTD.

Per: [Signature]
Name: Ward Fleming
Title: Director

272649 ALBERTA LTD.

Per: Mcaw
Name: Marjorie Carr
Title: President

J.W. CARR HOLDINGS LTD.

Per: Mcaw
Name: Marjorie Carr
Title: President

MARJORIE CARR

By: Mcaw

Witness: [Signature]

WARD FLEMING

By: [Signature]

Witness: [Signature]

AFFIDAVIT OF CORPORATE SIGNING AUTHORITY

CANADA) I, Nolan Fleming
) of the City of Sturgeon Park
PROVINCE OF ALBERTA) in the Province of Alberta,
TO WIT:) MAKE OATH AND SAY:

- 1. I am an authorized signing officer of JANMAR INVESTMENTS (ALBERTA) LTD. (the "Corporation") named in the within or annexed instrument.
- 2. I am authorized by the Corporation to execute the within or annexed instrument on behalf of the Corporation without a corporate seal.
- 3. The within or annexed instrument was executed at the City of Edmonton in the Province of Alberta.

SWORN BEFORE ME at Edmonton)
in the Province of Alberta this 24th day of)
November, 2022)


A Commissioner for Oaths in and for Alberta)
DENNIS R. SCHMIDT)
BARRISTER & SOLICITOR)


(signature)

AFFIDAVIT OF EXECUTION

CANADA) I, Nolan Fleming
) of the City of Edmonton
PROVINCE OF ALBERTA) in the Province of Alberta,
TO WIT:) MAKE OATH AND SAY:

- 1. I was personally present and did see Margaret Law named in the attached instrument, who on the basis of identification provided to me I believe to be the person named therein, duly sign and execute the same for the purpose named therein.
- 2. The same was executed at the City of Edmonton in the Province of Alberta and that I am the subscribing witness thereto.
- 3. I know the said person and he is in my belief the full age of eighteen (18) years.

SWORN BEFORE ME at Edmonton)
in the Province of Alberta, this 24th day of)
November, 2022)


A Commissioner for Oaths in and for Alberta)
DENNIS R. SCHMIDT)
BARRISTER & SOLICITOR)


(signature)

AFFIDAVIT OF CORPORATE SIGNING AUTHORITY

CANADA) I, _____
) of the _____ of _____
PROVINCE OF ALBERTA) in the Province of Alberta,
TO WIT:) MAKE OATH AND SAY:

- 1. I am an authorized signing officer of 1406676 ALBERTA LTD. (the "Corporation") named in the within or annexed instrument.
- 2. I am authorized by the Corporation to execute the within or annexed instrument on behalf of the Corporation without a corporate seal.
- 3. The within or annexed instrument was executed at the _____ of _____ in the Province of Alberta.

SWORN BEFORE ME at _____)
in the Province of Alberta this ____ day of)
_____, 2022)

A Commissioner for Oaths in and for Alberta) (signature) _____

AFFIDAVIT OF EXECUTION

CANADA) I, Nolan Fleming
) of the City of Edmonton
PROVINCE OF ALBERTA) in the Province of Alberta,
TO WIT:) MAKE OATH AND SAY:

- 1. I was personally present and did see Nolan Fleming named in the attached instrument, who on the basis of identification provided to me I believe to be the person named therein, duly sign and execute the same for the purpose named therein.
- 2. The same was executed at the City of Edmonton in the Province of Alberta and that I am the subscribing witness thereto.
- 3. I know the said person and he is in my belief the full age of eighteen (18) years.

SWORN BEFORE ME at Edmonton)
in the Province of Alberta, this 21st day of)
November, 2022)

A Commissioner for Oaths in and for Alberta) (signature) _____

DENNIS R. SCHMIDT
BARRISTER & SOLICITOR

AFFIDAVIT OF CORPORATE SIGNING AUTHORITY

CANADA) I, _____,
PROVINCE OF ALBERTA) of the _____ of _____,
TO WIT:) in the Province of Alberta,
) MAKE OATH AND SAY:

1. I am an authorized signing officer of 272649 ALBERTA LTD. (the "Corporation") named in the within or annexed instrument.
2. I am authorized by the Corporation to execute the within or annexed instrument on behalf of the Corporation without a corporate seal.
3. The within or annexed instrument was executed at the _____ of _____ in the Province of Alberta.

SWORN BEFORE ME at _____,)
in the Province of Alberta this ____ day of)
_____, 2022)
_____)
A Commissioner for Oaths in and for Alberta) (signature) _____

AFFIDAVIT OF EXECUTION

CANADA) I, _____,
PROVINCE OF ALBERTA) of the _____ of _____,
TO WIT:) in the Province of Alberta,
) MAKE OATH AND SAY:

1. I was personally present and did see _____ named in the attached instrument, who on the basis of identification provided to me I believe to be the person named therein, duly sign and execute the same for the purpose named therein.
2. The same was executed at the _____ of _____ in the Province of Alberta and that I am the subscribing witness thereto.
3. I know the said person and he is in my belief the full age of eighteen (18) years.

SWORN BEFORE ME at _____,)
in the Province of Alberta, this ____ day of)
_____, 2022)
_____)
A Commissioner for Oaths in and for Alberta) (signature) _____

AFFIDAVIT OF CORPORATE SIGNING AUTHORITY

CANADA) I, _____,
) of the _____ of _____,
PROVINCE OF ALBERTA) in the Province of Alberta,
TO WIT:) MAKE OATH AND SAY:

1. I am an authorized signing officer of J.W. CARR HOLDINGS LTD. (the "Corporation") named in the within or annexed instrument.
2. I am authorized by the Corporation to execute the within or annexed instrument on behalf of the Corporation without a corporate seal.
3. The within or annexed instrument was executed at the _____ of _____ in the Province of Alberta.

SWORN BEFORE ME at _____,)
in the Province of Alberta this ____ day of)
_____, 2022)

_____)
A Commissioner for Oaths in and for Alberta) (signature) _____

AFFIDAVIT OF EXECUTION

CANADA) I, _____,
) of the _____ of _____,
PROVINCE OF ALBERTA) in the Province of Alberta,
TO WIT:) MAKE OATH AND SAY:

1. I was personally present and did see _____ named in the attached instrument, who on the basis of identification provided to me I believe to be the person named therein, duly sign and execute the same for the purpose named therein.
2. The same was executed at the _____ of _____ in the Province of Alberta and that I am the subscribing witness thereto.
3. I know the said person and he is in my belief the full age of eighteen (18) years.

SWORN BEFORE ME at _____,)
in the Province of Alberta, this ____ day of)
_____, 2022)

_____)
A Commissioner for Oaths in and for Alberta) (signature) _____

SCHEDULE "A"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that _____, the receiver and manager (the "Receiver") of all of the assets, undertakings and properties of **Janmar Investments (Alberta) Ltd.** appointed by Order of the Court of King's Bench of Alberta (the "Court") dated the _____ day of _____, _____ (the "Order") made in action _____, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ _____, being part of the total principal sum of \$ _____ that the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded **monthly not in advance on the _____ day of each month** after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of _____ from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at _____.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.
7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 20_____.

_____, solely in its capacity as Receiver of the Property (as defined in the Order), and not in its personal capacity

Per: _____
Name:
Title:

Schedule "G"

Consent Judgments

COURT FILE NUMBER

Clerk's Stamp

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE EDMONTON

PLAINTIFF ROYNAT INC.

DEFENDANTS JANMAR INVESTMENTS (ALBERTA) LTD.,
1406676 ALBERTA LTD., J.W. CARR
HOLDINGS LTD., 272649 ALBERTA LTD.,
MARJORIE CARR and WARD FLEMING

DOCUMENT CONSENT JUDGMENT

ADDRESS FOR
SERVICE AND
CONTACT
INFORMATION OF
PARTY FILING THIS
DOCUMENT

DUNCAN CRAIG LLP
Lawyers Mediators
2800, 10060 Jasper Avenue
Edmonton, Alberta T5J 3V9

Lawyer: DARREN R. BIEGANEK, KC
Telephone: (780) 441-4386
Fax: (780) 428-9683
Email: dbieganeke@dcllp.com
File Number: 212586

DATE ON WHICH ORDER WAS PRONOUNCED: _____

LOCATION WHERE ORDER WAS PRONOUNCED: EDMONTON, ALBERTA

APPLICATIONS JUDGE WHO MADE THIS ORDER: _____

UPON THE APPLICATION of the Plaintiff; AND UPON HEARING the Statement of Claim in this
Action; AND UPON noting the consent of the Defendants;

IT IS HEREBY ORDERED AND DECLARED THAT:

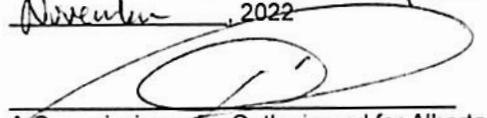
1. The Plaintiff is granted judgment against the Defendants, in the following amounts:
 - a) As against JANMAR INVESTMENTS (ALBERTA) LTD. in the amount of \$_____;
 - b) As against 1406676 ALBERTA LTD. in the amount of \$_____;
 - c) As against J.W. CARR HOLDINGS LTD. in the amount of \$_____;
 - d) As against 272649 ALBERTA LTD. in the amount of \$_____;
 - e) As against MARJORIE CARR in the amount of \$_____;
 - f) As against WARD FLEMING in the amount of \$_____.

AFFIDAVIT OF CORPORATE SIGNING AUTHORITY

CANADA) I, Nolan Fleming
) of the City of Sherwood Park
PROVINCE OF ALBERTA) in the Province of Alberta,
TO WIT:) MAKE OATH AND SAY:

1. I am an authorized signing officer of JANMAR INVESTMENTS (ALBERTA) LTD. (the "Corporation") named in the within or annexed instrument.
2. I am authorized by the Corporation to execute the within or annexed instrument on behalf of the Corporation without a corporate seal.
3. The within or annexed instrument was executed at the City of Edmonton in the Province of Alberta.

SWORN BEFORE ME at Edmonton
in the Province of Alberta this 24th day of
November, 2022


A Commissioner for Oaths in and for Alberta
DENNIS R. SCHMIDT
BARRISTER & SOLICITOR



(signature)

AFFIDAVIT OF EXECUTION

CANADA) I, Nolan Fleming
) of the City of Edmonton
PROVINCE OF ALBERTA) in the Province of Alberta,
TO WIT:) MAKE OATH AND SAY:

1. I was personally present and did see Nolan Fleming named in the attached instrument, who on the basis of identification provided to me I believe to be the person named therein, duly sign and execute the same for the purpose named therein.
2. The same was executed at the City of Edmonton in the Province of Alberta and that I am the subscribing witness thereto.
3. I know the said person and he is in my belief the full age of eighteen (18) years.

SWORN BEFORE ME at Edmonton
in the Province of Alberta, this 24th day of
November, 2022


A Commissioner for Oaths in and for Alberta
DENNIS R. SCHMIDT
BARRISTER & SOLICITOR



(signature)

AFFIDAVIT OF CORPORATE SIGNING AUTHORITY

CANADA) I, _____,
) of the _____ of _____,
 PROVINCE OF ALBERTA) in the Province of Alberta,
 TO WIT:) MAKE OATH AND SAY:

1. I am an authorized signing officer of 1406676 ALBERTA LTD. (the "Corporation") named in the within or annexed instrument.
2. I am authorized by the Corporation to execute the within or annexed instrument on behalf of the Corporation without a corporate seal.
3. The within or annexed instrument was executed at the _____ of _____ in the Province of Alberta.

SWORN BEFORE ME at _____,
 in the Province of Alberta this ____ day of _____,
 _____, 2022

 A Commissioner for Oaths in and for Alberta

 (signature)

AFFIDAVIT OF EXECUTION

CANADA) I, Nolan Fleming,
) of the City of Edmonton,
 PROVINCE OF ALBERTA) in the Province of Alberta,
 TO WIT:) MAKE OATH AND SAY:

1. I was personally present and did see Marie Carr named in the attached instrument, who on the basis of identification provided to me I believe to be the person named therein, duly sign and execute the same for the purpose named therein.
2. The same was executed at the City of Edmonton in the Province of Alberta and that I am the subscribing witness thereto.
3. I know the said person and he is in my belief the full age of eighteen (18) years.

SWORN BEFORE ME at Edmonton,
 in the Province of Alberta, this 24th day of
November, 2022

 A Commissioner for Oaths in and for Alberta

 (signature)

DENNIS R. SCHMIDT
 BARRISTER & SOLICITOR

FORBEARANCE AMENDING AND EXTENSTION AGREEMENT

THIS AGREEMENT is dated effective this 8th day of June, 2023

BETWEEN:

ROYNAT INC. (the "Lender")

-and-

JANMAR INVESTMENTS (ALBERTA) LTD. ("Janmar")

-and-

1406676 ALBERTA LTD. ("140")

-and-

J.W. CARR HOLDINGS LTD. ("Holdings This is Exhibit " J " referred to in the Affidavit of

-and-

272649 ALBERTA LTD. ("272")


-and-

MARJORIE CARR ("Marjorie")

-and-

WARD FLEMING ("Fleming")

Cian McDonnell

Sworn before me this 26 day
of February, 2024


A Commissioner for Oaths in and for Ontario

(the foregoing collectively being the "Parties" and each a "Party"; with Janmar, 140, Holdings, 272, Marjorie and Fleming jointly and severally being the "Debtors"; and with 140, Holdings, 272, Marjorie and Fleming jointly and severally being the "Guarantors")

WHEREAS:

- A. The Lender, Debtors and Guarantors entered into a Forbearance Agreement made effective November 2022 (the "Forbearance Agreement");
- B. The Forbearance Period expired on April 15, 2023;
- C. On or about May 11, 2023, the Borrower completed a refinancing of lands legally described as Plan 9834566, Block 29, Lots 16 and 17 which resulted in a payment to the Lender in the amount of \$3,000,000;
- D. After application of the sum of \$3,000,000 the balance due and owing to the Lender by Janmar as of May 29, 2023 is \$5,247,807.60 plus interest and legal costs on a solicitor and own client full indemnity basis which continue to accrue ("Indebtedness");
- E. The remaining Janmar Lands consist of Plan 1520043, Block 2, Lot 4 ("Remaining Lands");

- F. The Debtors and Guarantors have requested that the Lender continue to forbear from enforcement so that, *inter alia*, the Debtors can market and sell the Remaining Lands;
- G. The Lender has offered to extend the Forbearance Period as set out herein.

NOW THEREFORE in consideration of the mutual covenants set forth in this Amending Agreement and other good and valuable consideration exchanged between the Parties, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1.1 In this Amending Agreement, the capitalized terms, unless otherwise defined, shall have the same meanings as recited in the Forbearance Agreement.
- 1.2 The Forbearance Period under the Forbearance Agreement shall be extended to October 31, 2023 (the "**Extended Expiry Date**"), on the terms and conditions contained in the Forbearance Agreement and unless expressly modified by this Amending Agreement.
- 1.3 Article 3.3 of the Forbearance Agreement is deleted and the following substituted:

3.3 Periodic Payments. The Debtors will continue to observe all of their respective obligations and covenants under the Loan Documents and the Forbearance Agreement and shall make monthly payments to the Lender in the amount of \$20,000.00 per month due on the 15th day of each month commencing June 15, 2023. No deductions may be made from the payments without the prior express written consent of the Lender.

- 1.4 Article 3.6 of the Forbearance Agreement is deleted and the following substituted:

3.6 Sale of Remaining Lands. With respect to the Remaining Lands, the Debtors agree to:

(a) continue to list the Remaining Lands for sale with a licensed real estate agent ("**Realtor**") at a listing price subject to the Lender's approval;

(b) on a bi-weekly basis provide updates to the Lender respecting the status of the listing which shall include at a minimum information regarding the number of showings and contacts respecting the Remaining Lands;

(c) permit the Lender to communicate with any realtor and to obtain any and all information from the realtor with respect to any listings of the Remaining Lands;

(d) on or before August 31, 2023, present to the Lender one or more letters of intent, memorandums of understanding or conditional offer to purchase, executed by a potential purchaser(s) (the "**LOIs**") with the LOIs to include, at minimum a sale date of the Remaining Lands on or before the October 31, 2023; and

(e) on or before September 30, 2023, present to the Lender an unconditional offer to purchase the Remaining Lands, with a closing date on or before October 31, 2023.

- 1.5 Article 3.10 of the forbearance Agreement is deleted and the following substituted:

3.10 Repayment of Indebtedness. The Indebtedness together with accrued interest and the Lender's legal costs on a solicitor and its own client full indemnity basis shall be repaid in full on or before the Extended Expiry Date.

- 1.6 With respect to the Consent Redemption Order – Listing (Schedule “D” of the Forbearance Agreement) and the Consent Order – Receiver Manager (Schedule “F” of the Forbearance Agreement), those Orders shall no longer apply as against the lands legally described as Plan 9834566, Block 29, Lots 16 and 17 and the Lender’s counsel is authorized to cross out or delete said lands in the Orders, or advise the Court and have the Court cross out or delete said lands in those Orders.
- 1.7 Notwithstanding any other provision of the Forbearance Agreement, this Amending Agreement or otherwise, any LOIs or offers to purchase received by the Debtors on the Remaining Lands shall be forwarded to the Lender within two (2) days of receipt of said offer, and the Debtors shall not agree to a sale of the Remaining Lands without the Lender’s prior written approval, in the Lender’s sole and unfettered discretion.
- 1.8 This Amending Agreement, including the agreement of the Lender to forbear, shall not be effective unless and until the Lender’s solicitor has received a copy of this Amending Agreement duly executed by the Debtors and Guarantors by no later than 4:00 p.m. on June 9, 2023.
- 1.9 Each of the Debtors acknowledges receiving valuable consideration (the adequacy and sufficiency of which is specifically acknowledged) for their obligations hereunder and they agree that none of:
- (a) the terms of this Amending Agreement including the extension of the Expiry Date;
 - (b) the terms of the Forbearance Agreement;
 - (c) the actions of the Lender or failure of the Lender to insist upon strict performance or observance of its rights set forth in this Amending Agreement, the Forbearance Agreement or the Loan Documents; nor
 - (d) any waiver or amendment by the Lender of any such rights;
- shall prejudice the Lender’s rights under any provisions or all of the Amending Agreement, the Forbearance Agreement or the Loan Documents nor shall they sustain or constitute any defence or estoppel in favour of the Debtors in respect of enforcement of the Loan Documents.
- 1.10 In all other respects the terms and conditions of the Forbearance Agreement shall remain unamended and in full force and effect.
- 1.11 This Amending Agreement may be executed in any number of counterparts, all of which shall, collectively, constitute one agreement. This Amending Agreement may be executed and delivered by any of the parties by transmitting to the other a copy of this Amending Agreement (executed by such delivering party) by e-mail and delivery in that manner by a party shall be binding upon such party.

IN WITNESS WHEREOF the Parties hereto have executed these presents effective the date first above written.

[signature page to follow]

ROYNAT INC.

Per: _____
Name: _____
Title: _____

JANMAR INVESTMENTS (ALBERTA) LTD.

Per: W.F.
Name: Ward Fleming
Title: Director.

272649 ALBERTA LTD.

Per: McCar
Name: Marjorie Carr
Title: President

1406676 ALBERTA LTD.

Per: W.F.
Name: Ward Fleming
Title: Director.

J.W. CARR HOLDINGS LTD.

Per: McCar
Name: Marjorie Carr
Title: President.

MARJORIE CARR

By: McCar

Witness: Amy

WARD FLEMING

By: [Signature]

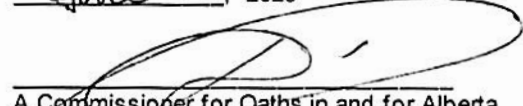
Witness: Amy

AFFIDAVIT OF CORPORATE SIGNING AUTHORITY

CANADA) I, Wood Fleming
) of the Hamlet of Sheswood Park
 PROVINCE OF ALBERTA) in the Province of Alberta,
)
 TO WIT:) MAKE OATH AND SAY:
)

1. I am an authorized signing officer of JANMAR INVESTMENTS (ALBERTA) LTD. (the "Corporation") named in the within or annexed instrument.
2. I am authorized by the Corporation to execute the within or annexed instrument on behalf of the Corporation without a corporate seal.
3. The within or annexed instrument was executed at the City of Edmonton in the Province of Alberta.

SWORN BEFORE ME at Edmonton,
 in the Province of Alberta this 24 day of
June, 2023


 A Commissioner for Oaths in and for Alberta
DENNIS R. SCHMIDT, K.C.
 BARRISTER & SOLICITOR



 (signature)

AFFIDAVIT OF EXECUTION

CANADA) I, _____
) of the _____ of _____,
 PROVINCE OF ALBERTA) in the Province of Alberta,
)
 TO WIT:) MAKE OATH AND SAY:
)

1. I was personally present and did see _____ named in the attached instrument, who on the basis of identification provided to me I believe to be the person named therein, duly sign and execute the same for the purpose named therein.
2. The same was executed at the _____ of _____ in the Province of Alberta and that I am the subscribing witness thereto.
3. I know the said person and he is in my belief the full age of eighteen (18) years.

SWORN BEFORE ME at _____,
 in the Province of Alberta, this ____ day of
 _____, 2023

 A Commissioner for Oaths in and for Alberta

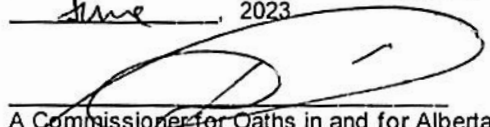
 (signature)

AFFIDAVIT OF CORPORATE SIGNING AUTHORITY

CANADA) I, Wood Fleming
) of the Hamlet of Sturgeon Arch.
 PROVINCE OF ALBERTA)
) in the Province of Alberta,
)
 TO WIT:) MAKE OATH AND SAY:
)

1. I am an authorized signing officer of 1406676 ALBERTA LTD. (the "Corporation") named in the within or annexed instrument.
2. I am authorized by the Corporation to execute the within or annexed instrument on behalf of the Corporation without a corporate seal.
3. The within or annexed instrument was executed at the City of Edmonton in the Province of Alberta.

SWORN BEFORE ME at Edmonton)
 in the Province of Alberta this 8th day of)
June, 2023)


 A Commissioner for Oaths in and for Alberta)
DENNIS R. SCHMIDT, K.C.)
BARRISTER & SOLICITOR)


 (signature)

AFFIDAVIT OF EXECUTION

CANADA) I, _____
) of the _____ of _____
 PROVINCE OF ALBERTA)
) in the Province of Alberta,
)
 TO WIT:) MAKE OATH AND SAY:
)

1. I was personally present and did see _____ named in the attached instrument, who on the basis of identification provided to me I believe to be the person named therein, duly sign and execute the same for the purpose named therein.
2. The same was executed at the _____ of _____ in the Province of Alberta and that I am the subscribing witness thereto.
3. I know the said person and he is in my belief the full age of eighteen (18) years.

SWORN BEFORE ME at _____)
 in the Province of Alberta, this ____ day of)
 _____, 2023)

 A Commissioner for Oaths in and for Alberta)

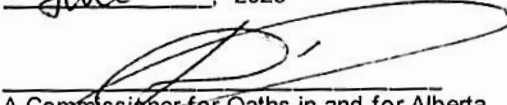
 (signature)

AFFIDAVIT OF CORPORATE SIGNING AUTHORITY

CANADA) I, Mary Carr
) of the Hamlet of Sherwood Park
 PROVINCE OF ALBERTA) in the Province of Alberta,
)
 TO WIT:) MAKE OATH AND SAY:
)

1. I am an authorized signing officer of J.W. CARR HOLDINGS LTD. (the "Corporation") named in the within or annexed instrument.
2. I am authorized by the Corporation to execute the within or annexed instrument on behalf of the Corporation without a corporate seal.
3. The within or annexed instrument was executed at the City of Edmonton in the Province of Alberta.

SWORN BEFORE ME at Edmonton)
 in the Province of Alberta this 21st day of)
June, 2023)


 A Commissioner for Oaths in and for Alberta) McCarr
) (signature)
)

DENNIS R. SCHMIDT, K.C.
BARRISTER & SOLICITOR

AFFIDAVIT OF EXECUTION

CANADA) I, _____
) of the _____ of _____
 PROVINCE OF ALBERTA) in the Province of Alberta,
)
 TO WIT:) MAKE OATH AND SAY:
)

1. I was personally present and did see _____ named in the attached instrument, who on the basis of identification provided to me I believe to be the person named therein, duly sign and execute the same for the purpose named therein.
2. The same was executed at the _____ of _____ in the Province of Alberta and that I am the subscribing witness thereto.
3. I know the said person and he is in my belief the full age of eighteen (18) years.

SWORN BEFORE ME at _____)
 in the Province of Alberta, this ____ day of)
 _____, 2023)

 A Commissioner for Oaths in and for Alberta) (signature)
)

AFFIDAVIT OF CORPORATE SIGNING AUTHORITY

CANADA) I, Mary Carr
) of the Municipal of Sherwood Park
 PROVINCE OF ALBERTA)
) in the Province of Alberta,
) MAKE OATH AND SAY:
 TO WIT:)

1. I am an authorized signing officer of 272649 ALBERTA LTD. (the "Corporation") named in the within or annexed instrument.
2. I am authorized by the Corporation to execute the within or annexed instrument on behalf of the Corporation without a corporate seal.
3. The within or annexed instrument was executed at the City of Edmonton in the Province of Alberta.

SWORN BEFORE ME at Edmonton,)
 in the Province of Alberta this 8th day of)
June, 2023)


 A Commissioner for Oaths in and for Alberta)
DENNIS R. SCHMIDT, K.C.)
BARRISTER & SOLICITOR)

McCa
 (signature)

AFFIDAVIT OF EXECUTION

CANADA) I, _____,
) of the _____ of _____,
 PROVINCE OF ALBERTA)
) in the Province of Alberta,
) MAKE OATH AND SAY:
 TO WIT:)

1. I was personally present and did see _____ named in the attached instrument, who on the basis of identification provided to me I believe to be the person named therein, duly sign and execute the same for the purpose named therein.
2. The same was executed at the _____ of _____ in the Province of Alberta and that I am the subscribing witness thereto.
3. I know the said person and he is in my belief the full age of eighteen (18) years.

SWORN BEFORE ME at _____,)
 in the Province of Alberta, this ____ day of)
 _____, 2023)

 A Commissioner for Oaths in and for Alberta)

 (signature)

AFFIDAVIT OF EXECUTION

CANADA) I, _____
) of the _____ of _____
 PROVINCE OF ALBERTA) in the Province of Alberta,
)
 TO WIT:) MAKE OATH AND SAY:
)

1. I was personally present and did see _____, named in the within Forbearance Agreement, who on the basis of identification provided to me I believe to be the person named therein, duly sign and execute the same.
2. That the same was executed at the _____ of _____, in the Province of Alberta, and that I am the subscribing witness thereto.
3. That I believe the person whose signature I witnessed is at least the full age of eighteen (18) years.

Sworn before me at _____,)
 in the Province of Alberta, this ____ day of)
 _____, 2023.)
)
)
)
)

 A Commissioner for Oaths in and for Alberta

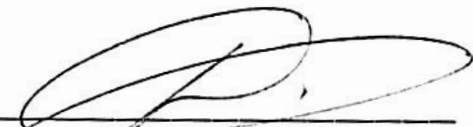
 (signature)

AFFIDAVIT OF EXECUTION

CANADA) I, Vicki Truong
) of the City of Edmonton
 PROVINCE OF ALBERTA) in the Province of Alberta,
)
 TO WIT:) MAKE OATH AND SAY:
)

1. I was personally present and did see MARJORIE CARR, named in the within Forbearance Agreement, who on the basis of identification provided to me I believe to be the person named therein, duly sign and execute the same.
2. That the same was executed at the City of Edmonton, in the Province of Alberta, and that I am the subscribing witness thereto.
3. That I believe the person whose signature I witnessed is at least the full age of eighteen (18) years.

Sworn before me at Edmonton)
 in the Province of Alberta, this 6th day of)
June, 2023.)



 A Commissioner for Oaths in and for Alberta
DENNIS R. SCHMIDT, K.C.
 BARRISTER & SOLICITOR



 (signature)
Vicki Truong

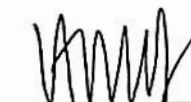
AFFIDAVIT OF EXECUTION

CANADA) I, Vicki Truong,
) of the city of Edmonton,
 PROVINCE OF ALBERTA) in the Province of Alberta,
)
 TO WIT:) MAKE OATH AND SAY:
)

1. I was personally present and did see WARD FLEMING, named in the within Forbearance Agreement, who on the basis of identification provided to me I believe to be the person named therein, duly sign and execute the same.
2. That the same was executed at the City of Edmonton, in the Province of Alberta, and that I am the subscribing witness thereto.
3. That I believe the person whose signature I witnessed is at least the full age of eighteen (18) years.

Sworn before me at Edmonton,
 in the Province of Alberta, this 31st day of
June, 2023.


 A Commissioner for Oaths in and for Alberta
DENNIS R. SCHMIDT, K.C.
 BARRISTER & SOLICITOR


 (signature),
Vicki Truong

To: Cian McDonnell

From: Arleen Miranda

D.O.: IEG

Date: 2024/02/23

**RoyNat Capital
Portfolio Administration
PAYOUT FIGURES
As at February 23, 2024**

Client Name: Janmar Investments (Alberta) Ltd.

Account No: 011189-003

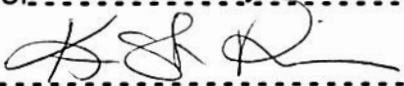
Interest Rate: 9.849%

Principal Outstanding	(Includes arrears of \$ 5,202,792.65)	\$5,202,792.65
Interest in arrears		\$158,965.79
Late Payment Charge in arrears		\$95,557.01
Expense Amount in arrears		\$47,192.26
Accrued Late Payment Charge	(2024/02/15 To 2024/02/22)	\$11,877.42
Total		\$5,516,385.13
Daily accrual valid until:	February 29, 2024	\$1,485.31

Prepared by _____

This is Exhibit " K " referred to
in the Affidavit of
Cian McDonnell

Sworn before me this 26 day
of February, 2024


A Commissioner for Oaths in and for Ontario

COURT FILE NUMBER

COURT

COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE

EDMONTON

PLAINTIFF

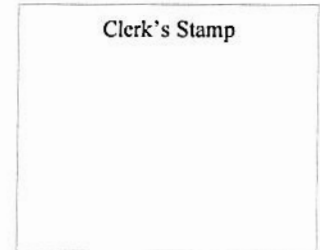
ROYNAT INC.

DEFENDANTS

JANMAR INVESTMENTS (ALBERTA) LTD.,
1406676 ALBERTA LTD., MARJORIE CARR
and WARD FLEMING

DOCUMENT

CONSENT TO ACT AS RECEIVER



ADDRESS FOR
SERVICE AND
CONTACT
INFORMATION OF
PARTY FILING THIS
DOCUMENT

DUNCAN CRAIG LLP
Lawyers Mediators
2800 Rice Howard Place
10060 Jasper Avenue
Edmonton, Alberta T5J 3V9

Lawyer: DARREN R. BIEGANEK, KC
Telephone: (780) 441-4386
Fax: (780) 428-9683
Email: dbieganeke@dcllp.com
File Number: 212586

MNP Ltd. hereby consents to act as Receiver of the assets, undertakings and
JANMAR INVESTMENTS (ALBERTA) LTD.

DATED at the City of Edmonton, in the Province of Alberta, this 23 day of
February, 2024.

MNP LTD.

Per:

Eric Sirrs

This is Exhibit " L " referred to
in the Affidavit of
Cian McDonnell

Sworn before me this 26 day
of February, 2024

A Commissioner for Oaths in and for Ontario