

COURT FILE NUMBER 2203 05923

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE EDMONTON

PLAINTIFF COBRA MORTGAGE SERVICES LTD.

DEFENDANTS WOLF CREEK GOLF RESORT LTD.,
 WOLF CREEK VILLAGE LTD. AND
 RYAN VOLD

DOCUMENT **AFFIDAVIT**

ADDRESS FOR SERVICE
AND
CONTACT INFORMATION
OF
PARTY FILING THIS
DOCUMENT MLT Aikins LLP
 2200, 10235 – 101 Street NW
 Edmonton, AB T5J 3G1
 Attention: Dana Nowak / Carly Toronchuk
 Telephone: 780-969-3500
 Fax: 780-969-3549
 File No. 163759-1

Clerk's Stamp

AFFIDAVIT OF ROD SCHMIDT

Sworn (or Affirmed) on August 31, 2023

I, Rod Schmidt, of the Town of Ponoka, in the Province of Alberta, SWEAR/AFFIRM AND SAY THAT:

1. I am the sole director and shareholder of 1224512 Alberta Ltd. (“**122**”) and as such have personal knowledge of the matters herein deposed to, except where stated to be sworn (or affirmed) on information and belief, in which case I verily believe those matters to be true.

Parties

2. 122 is a corporation duly incorporated pursuant to the laws of the Province of Alberta, with a registered office located in Lacombe, Alberta. Attached hereto and marked as **Exhibit “A”** to this my Affidavit is a copy of the Alberta corporate registry (“**Registry**”) search for 122.
3. To the best of my knowledge, Cobra Mortgage Services Ltd. (“**Cobra**”) is a corporation duly incorporated pursuant to the laws of the Province of Alberta, with a registered office located in Red Deer, Alberta. Attached hereto and marked as **Exhibit “B”** to this my Affidavit is a copy of the Registry search for Cobra.

4. To the best of my knowledge, Wolf Creek Golf Resort Ltd. (now 374139 Alberta Ltd., collectively, "**Resort**") is a corporation duly incorporated pursuant to the laws of the Province of Alberta, with a registered office located in Ponoka, Alberta. Attached hereto and marked as **Exhibit "C"** to this my Affidavit is a copy of the Registry search for Resort.
5. To the best of my knowledge, Wolf Creek Village Ltd. ("**Village**") is a corporation duly incorporated pursuant to the laws of the Province of Alberta, with an address for service located in Ponoka, Alberta. Attached hereto and marked as **Exhibit "D"** to this my Affidavit is a copy of the Registry search for Village.
6. To the best of my knowledge, Ryan Vold ("**Vold**") is an individual residing in the Municipality of Ponoka, in the Province of Alberta, and is a director and shareholder of Resort and Village.
7. Vold and Village are hereinafter collectively referred to in my Affidavit as the "**Debtors**".

Security Documents

8. By a mortgage agreement executed on January 19, 2010, 122 agreed to loan \$1,750,000 to Village in exchange for a security interest and charge against the Lands, as defined below and outlined at Schedule "A" to the agreement (collectively, the "**2010 Mortgage**"). Attached hereto and marked as **Exhibit "E"** to this my Affidavit is a copy of the 2010 Mortgage along with Schedule "A".
9. The Lands as outlined at Schedule "A" to the 2010 Mortgage are as follows:

PLAN 062 8446
BLOCK 5
LOTS 6, 13
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 074 0337
BLOCK 3
LOTS 1, 2, 6
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 074 0337
BLOCK 2
LOT 8
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 074 0337
BLOCK 4
LOT 33
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 082 3398
BLOCK 2
LOTS 9 AND 10
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 082 3398
BLOCK 4
LOTS 50 AND 53
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 082 3398
BLOCK 6
LOTS 3, 4, 14, 15, 17, 18, 19, 20, 21
EXCEPTING THEREOUT ALL MINES AND MINERALS

(the "**Lands**")

10. On May 24, 2012, 122 registered the 2010 Mortgage against title to the Lands as instrument no. 122 161 080. As shown at see **Exhibit "E"** of my Affidavit.
11. Attached hereto and marked collectively as **Exhibit "F"** to this my Affidavit are copies of titles to the Lands.
12. On February 10, 2015, 122 and Village entered into a new loan agreement, under which the parties, *inter alia*:
 - a. acknowledged the expiry of the 2010 Mortgage;
 - b. entered into a new mortgage agreement in which 122 and Village agreed that: (i) the 2010 Mortgage, and all liabilities flowing therefrom, were transferred into a new mortgage, (ii) the principal of that mortgage would be set at \$2,388,518.04, and (iii) the mortgage would mature on December 31, 2015 (the "**2015 Mortgage**"); and
 - c. agreed that the lands against which the 2015 Mortgage was to be registered were the Lands

(collectively, the "**2015 Loan and Mortgage**")

13. Attached hereto and marked as **Exhibit "G"** to this my Affidavit is a copy of the 2015 Loan and Mortgage.
14. Vold personally guaranteed the obligations of Village to 122 by execution of the 2015 Loan and Mortgage, as provided for in Exhibit G (the "**Guarantee**"). Attached hereto and marked as **Exhibit "H"** to this my Affidavit is a copy of the Guarantees Acknowledgement Certificate.
15. Following the execution of the 2015 Loan and Mortgage, title to the following parcel of land was transferred to third parties with the consent of 122:

PLAN 074037
BLOCK 3
LOT 6
EXCEPTING THEREOUT ALL MINES AND MINERALS

(the "**Disposed Land**"; hereinafter the Lands are defined as outlined above, save for the removal of the Disposed Land).

16. Notwithstanding the December 31, 2015 maturity date of the 2015 Loan and Mortgage, 122, Resort and the Debtors, entered into a series of verbal agreements, in which the parties agreed that 122 would forbear from enforcement against the Debtors in exchange for the following:
 - a. the Debtors acknowledging the continued indebtedness to 122 pursuant to the 2015 Loan and Mortgage;
 - b. promises made by the Debtors to continue selling the Lands and to keep 122 informed of those efforts; and
 - c. an agreement to repay the indebtedness in full to 122 at a future date.

(the "**Forbearance Terms**").

17. In 2018, and as a result of discussions with Vold regarding the financial status of Village, I became concerned about whether 122's security was sufficient in respect of the Village's indebtedness to 122. My concerns escalated when I learned that Resort entered into a secured lending agreement with Cobra. I accordingly requested that the Debtors either provide 122 additional security by way of a secured guarantee by Resort (the "**Additional Security**") or make a payment towards the Indebtedness, as defined below, failing which I was prepared to proceed with enforcement against Vold and Village.

18. On or about August 14, 2018, Vold sent me an email summarizing a meeting he had with potential purchasers for Resort (the “**August 14 Email**”) and attached package outlining commercial development ideas for Resort (the “**Development Package**”). Attached hereto and marked as **Exhibit “I”** to this my Affidavit is a copy of the August 14 Email and the Development Package.
19. Receiving the August 14 Email and Development Package, in combination with the Forbearance Terms, and Vold’s willingness to grant the Additional Security, alleviated my concerns regarding 122’s security position and reinforced my position to pause on any enforcement efforts at that time.
20. On January 1, 2019, in respect of the Additional Security, Resort executed a guarantee in favour of 122, guaranteeing the debt of Village to 122 (the “**2019 Resort Guarantee**”). Attached hereto and marked as **Exhibit “J”** to this my Affidavit is a copy of the 2019 Resort Guarantee.
21. On January 25, 2019, in respect of the Additional Security, Resort executed a mortgage in favour on 122 regarding certain lands owned by Resort as security for payment by Resort to 122 pursuant to the 2019 Resort Guarantee (the “**2019 Resort Mortgage**”). Attached hereto and marked as **Exhibit “K”** to this my Affidavit is a copy of the 2019 Resort Mortgage. The 2019 Resort Mortgage was registered February 4, 2019 as instrument number 192 028 440 on title to certain lands as follows:

PLAN 0628446

BLOCK A

LOT 1

CONTAINING 76.5 HECTARES (189.04 ACRES) MORE OR LESS

EXCEPTING THEREOUT:

HECTARES (ACRES) MORE OR LESS

A)	PLAN 0740337 SUBDIVISION	6.92	17.10
B)	PLAN 0823398 SUBDIVISION	7.63	18.85
C)	PLAN 1420102 ROAD	1.309	3.23

EXCEPTING THEREOUT ALL MINES AND MINERALS

and

MERIDIAN 4 RANGE 26 TOWNSHIP 41

SECTION 35

ALL THAT PORTION OF THE NORTH WEST QUARTER

WHICH LIES NORTH WEST OF THE NORTHWESTERLY LIMIT OF THE ROAD AS SHOWN ON ROAD PLAN 4159EU

CONTAINING 48 HECTARES (118.5 ACRES) MORE OR LESS

EXCEPTING THEREOUT:

	HECTARES (ACRES) MORE OR LESS
A) PLAN 1420102 ROAD	0.513 1.27

EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME

and

MERIDIAN 4 RANGE 26 TOWNSHIP 42
SECTION 3
QUARTER SOUTH EAST
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS
EXCEPTING THEREOUT:

	HECTARES (ACRES) MORE OR LESS
A) PLAN 4300LZ ROAD	7.14 17.64
B) PLAN 5777LZ ROAD	0.417 1.03
C) PLAN 1420102 ROAD	0.345 0.85

EXCEPTING THEREOUT ALL MINES AND MINERALS

(the “**2019 Resort Mortgage Lands**”)

22. Attached hereto and marked as **Exhibit “L”** to this my Affidavit are copies of titles to the 2019 Resort Mortgage Lands.
23. In or around July 2019, Vold emailed me a copy of an investment presentation package for Resort (the “**Resort Investment Package**”) which had been completed to provide to potential investors and outline the prospective plans for development of Resort over a five-year period. Attached hereto and marked as **Exhibit “M”** to this my Affidavit is a copy of the Resort Investment Package and the email from Vold.
24. On January 12, 2020, Vold emailed me an update regarding a potential investor interested in the Resort development (the “**January 12 Email**”). In the January 12 Email, Vold acknowledged that he required my agreement with the proposal from the investor prior to engaging in further negotiations. Attached hereto and marked as **Exhibit “N”** to this my Affidavit is a copy of the January 12 Email.
25. To the best of my knowledge, on or about April 20, 2020, Cobra, the Debtors, and Resort entered into a forbearance agreement regarding indebtedness owing to Cobra (the “**Cobra Forbearance Agreement**”). A copy of the Cobra Forbearance Agreement is attached to the September 27, 2022 affidavit of Thomas Hazlett at Exhibit “N”, which affidavit I am advised by my legal counsel has been filed in these proceedings.

26. In early January 2023, 122 became aware that, in error, the 2015 Loan and Mortgage had not been registered on title to the Lands.
27. On January 6, 2023, 122 submitted a caveat at Land Titles claiming an interest in the Lands, as an unregistered mortgagee (the “**2023 Caveat**”). Attached hereto and marked as **Exhibit “O”** to this my Affidavit is a copy of the 2023 Caveat.
28. On January 27, 2023 122 and the Debtors executed a forbearance agreement, under which 122 agreed to continue to forbear from exercising its enforcement rights and remedies against the Debtors and Resort, to provide the Debtors time to repay the Indebtedness (the “**2023 Forbearance Agreement**”). Attached hereto and marked as **Exhibit “P”** to this my Affidavit is a copy of the 2023 Forbearance Agreement.
29. As at August 24, 2023, the Debtors and Resort are indebted to 122 in the amount of \$4,391,019.98, plus interest at a rate of 8% per annum compounding bi-annually and costs (the “**Indebtedness**”). Attached hereto and marked as **Exhibit “Q”** to this my Affidavit is a copy of a statement outlining the Indebtedness.

Conclusion

30. I swear this Affidavit in response to the Receiver’s September 13, 2023 Application for advice and direction in these proceedings.

SWORN (OR AFFIRMED) BEFORE ME)
 at the City of Edmonton, in the Province of)
 Alberta, this 31st day of August, 2023.)

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


 _____)
Rod Schmidt)

CARLY TORONCHUK
 Barrister & Solicitor

Review Legal Entity History

1224512 ALBERTA LTD.

Not For Resale

Service Request Number: 39224884
Legal Entity Type: Alberta Business Corporation
Alberta Corporation Type: Numbered Alberta Corporation
Corporate Access Number: 2012245128
Legal Entity Name: 1224512 ALBERTA LTD.
Business Number: 801995473
Legal Entity Status: Active
REGISTERED ADDRESS
Street/Box Number: 5025 - 51 STREET
City: LACOMBE
Province: ALBERTA
Postal Code: T4L2A3
Email Address: LACOMBE.RECEPTION@WILSONLEGAL.CA

The information in this
 legal entity table
 supersedes equivalent
 electronic attachments

Share Structure: SEE ATTACHED SCHEDULE "A"
**Share Transfers
 Restrictions:** SEE ATTACHED SCHEDULE
Min Number Of Directors: 1
Max Number Of Directors: 7
Business Restricted To: THERE SHALL BE NO RESTRICTION ON THE BUSINESS WHICH THE CORPORATION MAY CARRY ON.
Business Restricted From: THERE SHALL BE NO RESTRICTION ON THE BUSINESS WHICH THE CORPORATION MAY CARRY ON.
Other Provisions: SEE ATTACHED SCHEDULE "B"
Registration Date: 2006/02/23 (YYYY/MM/DD)

This is Exhibit A referred to in the Affidavit of

Rod Schmidt

Sworn before me this 31 day

Of August A.D., 2023

A Notary Public, A Commissioner for Oaths
in and for Alberta


CARLY TORONCHUK
Barrister & Solicitor

Continuance

No Records returned

Director / Shareholder / Liquidator

Last Name / Corporation Name	First Name	Middle Name
SCHMIDT	ROD	
SCHMIDT	ROD	

Agent for Service

Last Name	First Name	Middle Name
WILSON	DANIEL	J.

Attachment

Attachment Type	Microfilm Bar Code	Date Recorded	Reel	Reel Sequence
Other Rules or Provisions	ELECTRONIC	2006/02/23		
Restrictions on Share Transfers	ELECTRONIC	2006/02/23		
Share Structure	ELECTRONIC	2006/02/23		

Annual Return

File Year	Date Filed
2023	2023/02/23
2022	2022/07/12
2021	2021/04/22
2020	2020/03/16
2019	2019/03/20
2018	2018/04/04
2017	2017/02/23
2016	2016/07/28
2015	2015/02/06
2014	2014/03/06
2013	2013/06/06
2012	2012/04/16
2011	2011/03/11
2010	2010/02/26
2009	2009/03/08
2008	2008/04/21
2007	2007/05/08

Court Order

No Records returned

Successor of Amalgamation

No Records returned

Amalgamating Corporations Registered In Alberta

No Records returned

Amalgamating Corporation - Not Registered in Alberta

No Records returned

Successor of Merger

No Records returned

Merging Corporations

No Records returned Not For Resale

Review Legal Entity History

COBRA MORTGAGE SERVICES LTD.

Not For Resale

Service Request Number: 39167054
Legal Entity Type: Alberta Business Corporation
Alberta Corporation Type: Named Alberta Corporation
Corporate Access Number: 2015715440
Legal Entity Name: COBRA MORTGAGE SERVICES LTD.
Business Number: 823603204
Legal Entity Status: Active
Nuans Number: 101237952
Nuans Date: 2010/12/03 (YYYY/MM/DD)

REGISTERED ADDRESS

Street/Box Number: 600, 4911 - 51 STREET
City: RED DEER
Province: ALBERTA
Postal Code: T4N6V4

RECORDS ADDRESS

Street/Box Number: 102 - 542 LAURA AVENUE
City: RED DEER COUNTY
Province: ALBERTA
Postal Code: T4E0A5

Email Address: SRCORPORATE@WARRENSINCLAIR.COM

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: SEE SCHEDULE "A" ATTACHED
Share Transfers Restrictions: NO SHARES OF THE CORPORATION SHALL BE TRANSFERRED WITHOUT THE PRIOR APPROVAL OF THE BOARD OF DIRECTORS BY RESOLUTION
Min Number Of Directors: 1
Max Number Of Directors: 9
Business Restricted To: NONE

This is Exhibit B referred to in the Affidavit of

Rod Schmidt

Sworn before me this 31 day

Of August A.D., 2023

A Notary Public, A Commissioner for Oaths
in and for Alberta

CARLY TORONCHUK
Barrister & Solicitor

Business Restricted From: NONE
Other Provisions: SEE SCHEDULE "B" ATTACHED
Registration Date: 2010/11/19 (YYYY/MM/DD)

Continuance

No Records returned

Director / Shareholder / Liquidator

Last Name / Corporation Name	First Name	Middle Name
WILL	DAVID	J.
DJ WILL HOLDINGS LIMITED		

Agent for Service

Last Name	First Name	Middle Name
SINCLAIR	MICHAEL	J.

Attachment

Attachment Type	Microfilm Bar Code	Date Recorded	Reel	Reel Sequence
Share Structure	ELECTRONIC	2010/11/19		
Other Rules or Provisions	ELECTRONIC	2010/11/19		

Annual Return

File Year	Date Filed
2022	2023/02/14
2021	2022/03/23
2020	2020/12/17
2019	2019/11/20
2018	2018/12/11
2017	2018/01/09
2016	2016/12/07
2015	2015/11/23

2014	2014/12/11
2013	2013/12/06
2012	2013/01/02
2011	2011/12/30

Court Order

No Records returned

Successor of Amalgamation

No Records returned

Amalgamating Corporations Registered In Alberta

No Records returned

Amalgamating Corporation - Not Registered in Alberta

No Records returned

Successor of Merger

No Records returned

Merging Corporations

No Records returned Not For Resale

Review Legal Entity History

374139 ALBERTA LTD.

Not For Resale

Service Request Number: 39376429
Legal Entity Type: Alberta Business Corporation
Alberta Corporation Type: Numbered Alberta Corporation
Corporate Access Number: 203741392
Legal Entity Name: 374139 ALBERTA LTD.
Business Number: 125432880
Legal Entity Status: Active

REGISTERED ADDRESS

Street/Box Number: 5034 - 49 AVENUE
City: PONOKA
Province: ALBERTA
Postal Code: T4J1S1

RECORDS ADDRESS

Legal Desc: SW 03 42 26 W4

ADDRESS FOR SERVICE BY MAIL

Post Office Box: P.O. BOX 4546
City: PONOKA
Province: ALBERTA
Postal Code: T4J1S1
Email Address: CORPPON@SIRRSLLP.COM

The information in this legal entity table

supersedes equivalent electronic attachments

Share Structure: SEE SCHEDULE "A"
Share Transfers Restrictions: NO SHARES OF THE CORPORATION MAY BE TRANSFERRED WITHOUT THE PRIOR CONSENT OF THE DIRECTORS EXPRESSED BY A RESOLUTION PASSED BY THE DIRECTORS.
Min Number Of Directors: 1
Max Number Of Directors: 11
Business Restricted To: NONE

This is Exhibit C referred to in the Affidavit of
Rod Schmidt
 Sworn before me this 31 day
 Of August A.D., 2023

A Notary Public, A Commissioner for Oaths
 in and for Alberta

CARLY TORONCHUK
 Barrister & Solicitor

Business Restricted From: NONE
Other Provisions: SEE SCHEDULE "B"
Registration Date: 1987/10/27 (YYYY/MM/DD)

Continuance

No Records returned

Director / Shareholder / Liquidator

Last Name / Corporation Name	First Name	Middle Name
VOLD	RALPH	
VOLD	DELORES	
VOLD	RYAN	
VOLD	RYAN	
VOLD	LORI	
WIANCKO	CATHY	
VOLD	LORI	
WIANCKO	CATHY	

Agent for Service

Last Name	First Name	Middle Name
CYMBALUK	MILES	A.M.

Attachment

Attachment Type	Microfilm Bar Code	Date Recorded	Reel	Reel Sequence
Share Structure	ELECTRONIC	2001/03/19		
Other Rules or Provisions	ELECTRONIC	2001/03/19		
Letter - Spelling Error	10000707130936778	2018/09/26	2018.070	183
Court Order	10000407118992382	2023/03/17	2023.025	46

Annual Return

File Year	Date Filed
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2022	2023/02/08
2021	2021/09/23
2020	2020/12/04
2019	2019/10/23
2018	2018/09/26
2017	2017/09/15
2016	2017/03/01
2015	2017/03/01
2014	2014/09/23
2013	2013/10/18
2012	2012/09/20
2011	2011/09/19
2010	2011/09/19
2009	2009/12/04
2008	2008/10/02
2007	2007/09/27
2006	2006/09/20
2005	2005/09/26
2004	2005/09/26
2003	2003/09/26
2002	2002/10/10
2001	2001/09/24
2000	2000/10/27
1999	1999/10/14
1998	1998/12/14
1997	1997/10/06
1996	
1995	
1994	
1993	
1992	
1991	
1990	
1989	
1988	

Court Order

No Records returned

Successor of Amalgamation

No Records returned

Amalgamating Corporations Registered In Alberta

No Records returned

Amalgamating Corporation - Not Registered in Alberta

No Records returned

Successor of Merger

No Records returned

Merging Corporations

No Records returned Not For Resale

Review Legal Entity History

WOLF CREEK VILLAGE LTD.

Not For Resale

Service Request Number: 38986666
Legal Entity Type: Alberta Business Corporation
Alberta Corporation Type: Named Alberta Corporation
Corporate Access Number: 2012225492
Legal Entity Name: WOLF CREEK VILLAGE LTD.
Business Number: 803018472
Legal Entity Status: Active
Nuans Number: 85783736
Nuans Date: 2006/02/07 (YYYY/MM/DD)

REGISTERED ADDRESS

Legal Desc: PLAN 6097AH, BLOCK 17
Province: ALBERTA

RECORDS ADDRESS

Legal Desc: PLAN 7822276, BLOCK 13, LOT 20
Province: ALBERTA

ADDRESS FOR SERVICE BY MAIL

Post Office Box: RR 5 SITE 2 BOX 6
City: PONOKA
Province: ALBERTA
Postal Code: T4J0B3
Email Address: ELLIEVOLD62@GMAIL.COM

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: SEE ATTACHED SCHEDULE "A".
Share Transfers Restrictions: NO SHARES OF THE CORPORATION SHALL BE TRANSFERRED TO ANY PERSON WITHOUT THE UNANIMOUS APPROVAL OF THE BOARD OF DIRECTORS BY RESOLUTION PASSED AT A DULY CONSTITUTED MEETING OF THE BOARD.

This is Exhibit D referred to in the Affidavit of
Rod Schmidt
 Sworn before me this 31 day
 Of August A.D., 2023

A Notary Public, A Commissioner for Oaths
 in and for Alberta

CARLY TORONCHUK
 Barrister & Solicitor

Min Number Of Directors: 1
Max Number Of Directors: 7
Business Restricted To: THERE SHALL BE NO RESTRICTIONS ON THE BUSINESS WHICH THE CORPORATION MAY CARRY ON.
Business Restricted From: THERE SHALL BE NO RESTRICTIONS ON THE BUSINESS WHICH THE CORPORATION MAY CARRY ON.
Other Provisions: SEE ATTACHED SCHEDULE "B".
Registration Date: 2006/02/15 (YYYY/MM/DD)

Continuance

No Records returned

Director / Shareholder / Liquidator

Last Name / Corporation Name	First Name	Middle Name
VOLD	DAWN	
VOLD	RYAN	
VOLD	LORI	
VOLD	RYAN	
VOLD	ELEANOR	
WIANCKO	CATHY	

Agent for Service

Last Name	First Name	Middle Name
VOLD	RYAN	

Attachment

Attachment Type	Microfilm Bar Code	Date Recorded	Reel	Reel Sequence
Other Rules or Provisions	ELECTRONIC	2006/02/15		
Share Structure	ELECTRONIC	2006/02/15		

Annual Return

File Year	Date Filed
2023	2023/01/18
2022	2022/01/21
2021	2021/01/22
2020	2020/01/13
2019	2019/02/15
2018	2018/02/07
2017	2017/01/31
2016	2016/01/25
2015	2016/01/25
2014	2015/03/19
2013	2013/06/19
2012	2012/03/16
2011	2011/04/15
2010	2010/05/12
2009	2009/06/03
2008	2008/03/24
2007	2007/05/09

Court Order

No Records returned

Successor of Amalgamation

No Records returned

Amalgamating Corporations Registered In Alberta

No Records returned

Amalgamating Corporation - Not Registered in Alberta

No Records returned

Successor of Merger

No Records returned

Merging Corporations

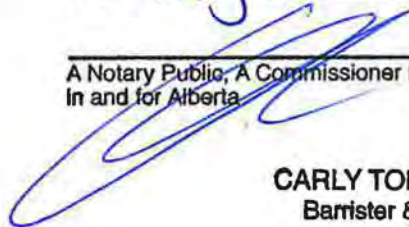
No Records returned Not For Resale

This is Exhibit E referred to in the Affidavit of
Rod Schmidt

Sworn before me this 31 day

Of August A.D., 20 23

A Notary Public, A Commissioner for Oaths
in and for Alberta



CARLY TORONCHUK
Barrister & Solicitor

*Copy
Keris
reg original
(Nov 2011)*

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

Wolf Creek Village Ltd., of RR3 Site 10 Box 5 Ponoka, Alberta T4J 1R3 herein called the "Mortgagor") being registered as owner of an estate in fee simple in all and singular those **parcels of land** situate in the Province of Alberta, Canada, and as **described in Schedule "A"** hereto together with the benefits and advantages of all easements, franchises and privileges now or hereafter appurtenant or appertaining thereto (hereinafter sometimes called the "said lands" or the "mortgaged premises") in consideration of the sum of **ONE MILLION SEVEN HUNDRED FIFTY THOUSAND (\$1,750,000.00)** Dollars (hereinafter referred to as the "principal sum") lent to the Mortgagor by **1224512 Alberta Ltd.**, with an office at **RR3 Site 10, Box 26 Ponoka, Alberta T4J 1R3**, (hereinafter called the "Mortgagee"), the receipt of which sum the Mortgagor hereby acknowledges, COVENANTS AND AGREES with the Mortgagee that:

REPAYMENT

1. The Mortgagor will pay to the Mortgagee the principal sum in lawful money of Canada, at the Mortgagee's address, or at such other place as may be designated by the Mortgagee, with interest at the rate of **EIGHT** per cent (8%) per annum, calculated half-yearly not in advance as well after as before maturity until the principal sum and interest and all other money payable under this mortgage shall be fully paid as follows:

(a) interest at the aforesaid rate on the principal sum shall become due and be paid annually on January 1 of each year following the granting of the loan; and

(b) the principal sum together with interest thereon at the aforesaid rate shall become due and be paid on the Maturity Date, being December 31, 2012 (the "Maturity Date"). Said payment shall be applied firstly in payment of interest, secondly in payment of all other charges due under this mortgage, and thirdly in reduction of the principal sum.

PREPAYMENT PRIVILEGES

2. The Mortgagor may **prepay** the principal amount of the mortgage, in full or in part, at any time and from time to time without notice, bonus or penalty.

CHARGE

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

SHORT COVENANTS

4. The Mortgagor covenants with the Mortgagee that the Mortgagor:

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

TAXES, LIENS, ENCUMBRANCES, ETC.

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

MISCELLANEOUS COVENANTS

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

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

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

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

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

(e) if the Mortgagor be a corporation, it hereby waives the provisions of Sections 40 and 41 of the *Law of Property Act*, Revised Statutes of Alberta 2000, Chapter L-7 and all the

amendments thereto and all the amendments made subsequent hereto, and all substitutions thereof;

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

7. The Mortgagee acknowledges that the Mortgagor may from time to time sell a parcel or parcels of the mortgaged premises (the "Redeemed Parcel") and that the Mortgagor may give the purchasers of that Redeemed Parcel title clear of this Mortgage, all pursuant to the provisions of this section. For the purposes of this section, the Mortgagor shall receive the net sale proceeds of the sale of a Redeemed Parcel, less any brokerage fees, commissions and costs and also less legal costs and expenses in trust, and the said net sale proceeds so calculated shall be paid out as follows:

- (a) 70% thereof shall be paid to the Mortgagee (the "Redemption Amount"); and
- (b) 30% thereof shall be paid to the Mortgagor to its own account.

The Mortgagor may redeem the Redeemed Parcel from this Mortgage by paying or having the purchaser pay the Redemption Amount into a lawyer's trust account, to the credit of the Mortgagee.

Upon payment to the Mortgagee of the Redemption Amount, the Mortgagee shall prepare a discharge of this Mortgage as it is registered against the Redeemed Parcel, as contemplated at s. 8 of this Mortgage. It is agreed that notwithstanding any such release of the Redeemed Parcel, the balance of the said lands, securities and covenants remaining unreleased shall stand charged with the whole of the remaining moneys hereby secured.

DISCHARGE

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

The undersigned Mortgagor acknowledges having received a true copy of this mortgage.

IN WITNESS WHEREOF, the parties have executed this agreement this 19 day of January, A.D. 2010

Wolf Creek Village Ltd.
per: _____
Corporate






_____ (c/s)

Schedule "A"
**to the Mortgage between Wolf Creek
Village Ltd and 1224512 Alberta Ltd.**

Mortgaged Lands:

Plan 062 8446
Block 5
Lots 6, 13
excepting thereout all mines and minerals

Plan 074 0337
Block 3
Lots 1, 2, 6
excepting thereout all mines and minerals

Plan 074 0337
Block 2
Lot 8
excepting thereout all mines and minerals

Plan 074 0337
Block 4
Lot 33
excepting thereout all mines and minerals

Plan 082 3398
Block 2
Lots 9 and 10
excepting thereout all mines and minerals

Plan 082 3398
Block 4
Lots 50 and 53
excepting thereout all mines and minerals

Plan 082 3398
Block 6
Lots 3, 4, 14, 15, 17, 18, 19, 20, 21
excepting thereout all mines and minerals



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL
0032 153 934 0628446;5;6

TITLE NUMBER
082 417 039

LEGAL DESCRIPTION
PLAN 0628446
BLOCK 5
LOT 6
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;26;42;2;SW

MUNICIPALITY: PONOKA COUNTY

REFERENCE NUMBER: 082 021 461

This is Exhibit E referred to in the Affidavit of
Rod Schmidt
Sworn before me this 31 day
Of August A.D., 2023

A Notary Public, A Commissioner for Oaths
in and for Alberta

CARLY TORONCHUK
Barrister & Solicitor

REGISTRATION	DATE (DMY)	REGISTERED OWNER(S)		VALUE	CONSIDERATION
		DOCUMENT TYPE			
082 417 039	22/09/2008	TRANSFER OF LAND		\$110,000	SEE INSTRUMENT

OWNERS

WOLF CREEK VILLAGE LTD.
OF RR3, SITE 10, BOX 5
PONOKA
ALBERTA T4J 1R3

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
062 589 822	21/12/2006	CAVEAT RE : EASEMENT
062 589 823	21/12/2006	CAVEAT RE : RESTRICTIVE COVENANT
072 279 733	15/05/2007	UTILITY RIGHT OF WAY GRANTEE - ATCO GAS AND PIPELINES LTD.
072 620 540	18/10/2007	CAVEAT

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
082 417 039

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
		RE : UTILITY RIGHT OF WAY CAVEATOR - WOLF CREEK VILLAGE LTD. C/O WILLIAM KACHMAN 10949-120 STREET EDMONTON ALBERTA T5H3R2 AGENT - WILLIAM KACHMAN
082 417 040	22/09/2008	CAVEAT RE : VENDOR'S LIEN AND UNREGISTERED TRANSFER CAVEATOR - WOLF CREEK VILLAGE LTD. C/O WILLIAM KACHMAN PARCOM BUILDING, 10949-120 STREET EDMONTON ALBERTA T5H3R2 AGENT - WILLIAM KACHMAN
092 049 567	17/02/2009	CAVEAT RE : RESTRICTIVE COVENANT
092 049 568	17/02/2009	CAVEAT RE : RESTRICTIVE COVENANT
102 302 399	26/08/2010	DISCHARGE OF UTILITY RIGHT OF WAY 072279733 PARTIAL EXCEPT PLAN/PORTION: PORTION
122 161 080	24/05/2012	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - 1224512 ALBERTA LTD. RR3, SITE 10, BOX 26 PONOKA ALBERTA T4J1R3 AGENT - KENNETH CRUICKSHANK
162 233 278	25/08/2016	CAVEAT RE : DEVELOPMENT AGREEMENT PURSUANT TO MUNICIPAL GOVERNMENT ACT CAVEATOR - PONOKA COUNTY. ATTN: CHARLIE B CUTFORTH, CHIEF ADMINISTRATIVE OFFICER 4205 HIGHWAY 2A PONOKA ALBERTA T4J1P6
232 105 468	01/04/2023	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - 1224512 ALBERTA LTD. 5025-51 STREET LACOMBE

(CONTINUED)

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
------------------------	--------------	-------------

ALBERTA T4L2A3
AGENT - ROD SCHMIDT

232 134 547 28/04/2023 MORTGAGE
MORTGAGEE - 1224512 ALBERTA LTD.
RR3, SITE 10, BOX 26
PONOKA
ALBERTA T4J1R3
ORIGINAL PRINCIPAL AMOUNT: \$2,388,578

TOTAL INSTRUMENTS: 012

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 25 DAY OF AUGUST,
2023 AT 10:53 A.M.

ORDER NUMBER: 48170731

CUSTOMER FILE NUMBER: 163759.1



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).



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0032 154 007 0628446;5;13 062 589 821 +57

LEGAL DESCRIPTION
PLAN 0628446
BLOCK 5
LOT 13
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;26;42;2;SW

MUNICIPALITY: PONOKA COUNTY

REFERENCE NUMBER: 062 589 768

REGISTRATION	DATE (DMY)	REGISTERED OWNER(S) DOCUMENT TYPE	VALUE	CONSIDERATION
062 589 821	21/12/2006	SUBDIVISION PLAN		

OWNERS

WOLF CREEK VILLAGE LTD.
OF RR3, SITE 10, BOX 5
PONOKA
ALBERTA T4J 1R3

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
062 589 822	21/12/2006	CAVEAT RE : EASEMENT
062 589 823	21/12/2006	CAVEAT RE : RESTRICTIVE COVENANT
072 279 934	16/05/2007	UTILITY RIGHT OF WAY GRANTEE - ATCO GAS AND PIPELINES LTD.
072 592 524	03/10/2007	CAVEAT

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
062 589 821 +57

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

RE : VENDOR'S LIEN
CAVEATOR - WOLF CREEK VILLAGE LTD.
C/O WILLIAM KACHMAN
10949-120 STREET
EDMONTON
ALBERTA T5H3R2
AGENT - WILLIAM KACHMAN

072 620 540 18/10/2007 CAVEAT
RE : UTILITY RIGHT OF WAY
CAVEATOR - WOLF CREEK VILLAGE LTD.
C/O WILLIAM KACHMAN
10949-120 STREET
EDMONTON
ALBERTA T5H3R2
AGENT - WILLIAM KACHMAN

092 049 567 17/02/2009 CAVEAT
RE : RESTRICTIVE COVENANT

092 049 568 17/02/2009 CAVEAT
RE : RESTRICTIVE COVENANT

102 304 159 27/08/2010 DISCHARGE OF UTILITY RIGHT OF WAY 072279934
PARTIAL
EXCEPT AS TO PORTION DESCRIBED

122 161 080 24/05/2012 CAVEAT
RE : AGREEMENT CHARGING LAND
CAVEATOR - 1224512 ALBERTA LTD.
RR3,SITE 10,BOX 26
PONOKA
ALBERTA T4J1R3
AGENT - KENNETH CRUICKSHANK

162 233 279 25/08/2016 CAVEAT
RE : DEVELOPMENT AGREEMENT PURSUANT TO MUNICIPAL
GOVERNMENT ACT
CAVEATOR - PONOKA COUNTY.
ATTN: CHARLIE B CUTFORTH, CHIEF ADMINISTRATIVE
OFFICER
4205 HIGHWAY 2A
PONOKA
ALBERTA T4J1P6

232 105 468 01/04/2023 CAVEAT
RE : AGREEMENT CHARGING LAND
CAVEATOR - 1224512 ALBERTA LTD.
5025-51 STREET
LACOMBE

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3
062 589 821 +57

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

ALBERTA T4L2A3
AGENT - ROD SCHMIDT

232 134 547 28/04/2023 MORTGAGE
MORTGAGEE - 1224512 ALBERTA LTD.
RR3, SITE 10, BOX 26
PONOKA
ALBERTA T4J1R3
ORIGINAL PRINCIPAL AMOUNT: \$2,388,578

TOTAL INSTRUMENTS: 012

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 25 DAY OF AUGUST,
2023 AT 10:58 A.M.

ORDER NUMBER: 48170827

CUSTOMER FILE NUMBER:



END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED
FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER,
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PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).



LAND TITLE CERTIFICATE

S

LINC SHORT LEGAL
0032 895 832 0740337;3;1

TITLE NUMBER
072 700 622 +7

LEGAL DESCRIPTION
PLAN 0740337
BLOCK 3
LOT 1
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;26;42;2;SW

MUNICIPALITY: PONOKA COUNTY

REFERENCE NUMBER: 062 589 821

REGISTRATION	DATE (DMY)	REGISTERED OWNER(S) DOCUMENT TYPE	VALUE	CONSIDERATION
072 700 622	30/11/2007	SUBDIVISION PLAN		

OWNERS

WOLF CREEK VILLAGE LTD.
OF RR3, SITE 10, BOX 5
PONOKA
ALBERTA T4J 1R3

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
072 279 919	16/05/2007	UTILITY RIGHT OF WAY GRANTEE - ATCO GAS AND PIPELINES LTD.
072 620 540	18/10/2007	CAVEAT RE : UTILITY RIGHT OF WAY CAVEATOR - WOLF CREEK VILLAGE LTD. C/O WILLIAM KACHMAN 10949-120 STREET EDMONTON

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

072 700 622 +7

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
		ALBERTA T5H3R2 AGENT - WILLIAM KACHMAN
072 700 713	30/11/2007	CAVEAT RE : EASEMENT
072 700 714	30/11/2007	CAVEAT RE : RESTRICTIVE COVENANT
082 002 440	03/01/2008	CAVEAT RE : VENDOR'S LIEN AND UNREGISTERED TRANSFER CAVEATOR - WOLF CREEK VILLAGE LTD. C/O WILLIAM KACHMAN 10949-120 STREET EDMONTON ALBERTA T5H3R2 AGENT - WILLIAM KACHMAN
092 049 567	17/02/2009	CAVEAT RE : RESTRICTIVE COVENANT
092 049 568	17/02/2009	CAVEAT RE : RESTRICTIVE COVENANT
122 161 080	24/05/2012	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - 1224512 ALBERTA LTD. RR3, SITE 10, BOX 26 PONOKA ALBERTA T4J1R3 AGENT - KENNETH CRUICKSHANK
162 233 281	25/08/2016	CAVEAT RE : DEVELOPMENT AGREEMENT PURSUANT TO MUNICIPAL GOVERNMENT ACT CAVEATOR - PONOKA COUNTY. ATTN: CHARLIE B CUTFORTH, CHIEF ADMINISTRATIVE OFFICER 4205 HIGHWAY 2A PONOKA ALBERTA T4J1P6
232 105 468	01/04/2023	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - 1224512 ALBERTA LTD. 5025-51 STREET LACOMBE ALBERTA T4L2A3 AGENT - ROD SCHMIDT

(CONTINUED)

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

232 134 547 28/04/2023 MORTGAGE
MORTGAGEE - 1224512 ALBERTA LTD.
RR3, SITE 10, BOX 26
PONOKA
ALBERTA T4J1R3
ORIGINAL PRINCIPAL AMOUNT: \$2,388,578

TOTAL INSTRUMENTS: 011

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ORDER NUMBER: 48170827

CUSTOMER FILE NUMBER:



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OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0032 895 840 0740337;3;2 072 700 622 +8

LEGAL DESCRIPTION
PLAN 0740337
BLOCK 3
LOT 2
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;26;42;2;SW

MUNICIPALITY: PONOKA COUNTY

REFERENCE NUMBER: 062 589 821

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

072 700 622 30/11/2007 SUBDIVISION PLAN

OWNERS

WOLF CREEK VILLAGE LTD.
OF RR3, SITE 10, BOX 5
PONOKA
ALBERTA T4J 1R3

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

072 279 919 16/05/2007 UTILITY RIGHT OF WAY
 GRANTEE - ATCO GAS AND PIPELINES LTD.

072 620 540 18/10/2007 CAVEAT
 RE : UTILITY RIGHT OF WAY
 CAVEATOR - WOLF CREEK VILLAGE LTD.
 C/O WILLIAM KACHMAN
 10949-120 STREET
 EDMONTON

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

072 700 622 +8

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
		ALBERTA T5H3R2 AGENT - WILLIAM KACHMAN
072 700 713	30/11/2007	CAVEAT RE : EASEMENT
072 700 714	30/11/2007	CAVEAT RE : RESTRICTIVE COVENANT
082 002 440	03/01/2008	CAVEAT RE : VENDOR'S LIEN AND UNREGISTERED TRANSFER CAVEATOR - WOLF CREEK VILLAGE LTD. C/O WILLIAM KACHMAN 10949-120 STREET EDMONTON ALBERTA T5H3R2 AGENT - WILLIAM KACHMAN
092 049 567	17/02/2009	CAVEAT RE : RESTRICTIVE COVENANT
092 049 568	17/02/2009	CAVEAT RE : RESTRICTIVE COVENANT
122 161 080	24/05/2012	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - 1224512 ALBERTA LTD. RR3,SITE 10,BOX 26 PONOKA ALBERTA T4J1R3 AGENT - KENNETH CRUICKSHANK
162 233 282	25/08/2016	CAVEAT RE : DEVELOPMENT AGREEMENT PURSUANT TO MUNICIPAL GOVERNMENT ACT CAVEATOR - PONOKA COUNTY. ATTN: CHARLIE B CUTFORTH, CHIEF ADMINISTRATIVE OFFICER 4205 HIGHWAY 2A PONOKA ALBERTA T4J1P6
232 105 468	01/04/2023	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - 1224512 ALBERTA LTD. 5025-51 STREET LACOMBE ALBERTA T4L2A3 AGENT - ROD SCHMIDT

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3
072 700 622 +8

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

232 134 547 28/04/2023 MORTGAGE
MORTGAGEE - 1224512 ALBERTA LTD.
RR3,SITE 10,BOX 26
PONOKA
ALBERTA T4J1R3
ORIGINAL PRINCIPAL AMOUNT: \$2,388,578

TOTAL INSTRUMENTS: 011

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 25 DAY OF AUGUST,
2023 AT 10:58 A.M.

ORDER NUMBER: 48170827

CUSTOMER FILE NUMBER:



END OF CERTIFICATE

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OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0032 895 881 0740337;3;6 222 118 808

LEGAL DESCRIPTION
PLAN 0740337
BLOCK 3
LOT 6
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;26;42;2;SW

MUNICIPALITY: PONOKA COUNTY

REFERENCE NUMBER: 152 146 625

REGISTRATION	DATE (DMY)	REGISTERED OWNER(S) DOCUMENT TYPE	VALUE	CONSIDERATION
222 118 808	25/05/2022	TRANSFER OF LAND	\$505,000	\$505,000

OWNERS

ALAN HENDERSON

AND

SHERRY HENDERSON

BOTH OF:

204 SAND BELT DRIVE

PONOKA COUNTY

ALBERTA T4J 0B3

AS JOINT TENANTS

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
072 279 919	16/05/2007	UTILITY RIGHT OF WAY GRANTEE - ATCO GAS AND PIPELINES LTD.
072 620 540	18/10/2007	CAVEAT

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
222 118 808

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

RE : UTILITY RIGHT OF WAY
CAVEATOR - WOLF CREEK VILLAGE LTD.
C/O WILLIAM KACHMAN
10949-120 STREET
EDMONTON
ALBERTA T5H3R2
AGENT - WILLIAM KACHMAN

072 700 713 30/11/2007 CAVEAT
RE : EASEMENT

072 700 714 30/11/2007 CAVEAT
RE : RESTRICTIVE COVENANT

092 049 567 17/02/2009 CAVEAT
RE : RESTRICTIVE COVENANT

092 049 568 17/02/2009 CAVEAT
RE : RESTRICTIVE COVENANT

222 118 809 25/05/2022 MORTGAGE
MORTGAGEE - ATB FINANCIAL.
5018-48 AVE
PONOKA
ALBERTA T4J1R7
ORIGINAL PRINCIPAL AMOUNT: \$498,680

TOTAL INSTRUMENTS: 007

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 25 DAY OF AUGUST,
2023 AT 10:58 A.M.

ORDER NUMBER: 48170827

CUSTOMER FILE NUMBER:



END OF CERTIFICATE

(CONTINUED)

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LAND TITLE CERTIFICATE

S

LINC SHORT LEGAL
0032 895 824 0740337;2;8

TITLE NUMBER
072 700 622 +6

LEGAL DESCRIPTION

PLAN 0740337
BLOCK 2
LOT 8
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;26;42;2;SW

MUNICIPALITY: PONOKA COUNTY

REFERENCE NUMBER: 062 589 821

REGISTRATION	DATE (DMY)	REGISTERED OWNER(S) DOCUMENT TYPE	VALUE	CONSIDERATION
072 700 622	30/11/2007	SUBDIVISION PLAN		

OWNERS

WOLF CREEK VILLAGE LTD.
OF RR3, SITE 10, BOX 5
PONOKA
ALBERTA T4J 1R3

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
072 279 919	16/05/2007	UTILITY RIGHT OF WAY GRANTEE - ATCO GAS AND PIPELINES LTD.
072 620 540	18/10/2007	CAVEAT RE : UTILITY RIGHT OF WAY CAVEATOR - WOLF CREEK VILLAGE LTD. C/O WILLIAM KACHMAN 10949-120 STREET EDMONTON

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

072 700 622 +6

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
		ALBERTA T5H3R2 AGENT - WILLIAM KACHMAN
072 700 713	30/11/2007	CAVEAT RE : EASEMENT
072 700 714	30/11/2007	CAVEAT RE : RESTRICTIVE COVENANT
082 002 440	03/01/2008	CAVEAT RE : VENDOR'S LIEN AND UNREGISTERED TRANSFER CAVEATOR - WOLF CREEK VILLAGE LTD. C/O WILLIAM KACHMAN 10949-120 STREET EDMONTON ALBERTA T5H3R2 AGENT - WILLIAM KACHMAN
092 049 567	17/02/2009	CAVEAT RE : RESTRICTIVE COVENANT
092 049 568	17/02/2009	CAVEAT RE : RESTRICTIVE COVENANT
122 161 080	24/05/2012	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - 1224512 ALBERTA LTD. RR3,SITE 10,BOX 26 PONOKA ALBERTA T4J1R3 AGENT - KENNETH CRUICKSHANK
162 233 280	25/08/2016	CAVEAT RE : DEVELOPMENT AGREEMENT PURSUANT TO MUNICIPAL GOVERNMENT ACT CAVEATOR - PONOKA COUNTY. ATTN: CHARLIE B CUTFORTH, CHIEF ADMINISTRATIVE OFFICER 4205 HIGHWAY 2A PONOKA ALBERTA T4J1P6
232 105 468	01/04/2023	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - 1224512 ALBERTA LTD. 5025-51 STREET LACOMBE ALBERTA T4L2A3 AGENT - ROD SCHMIDT

(CONTINUED)

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

232 134 547 28/04/2023 MORTGAGE
MORTGAGEE - 1224512 ALBERTA LTD.
RR3,SITE 10,BOX 26
PONOKA
ALBERTA T4J1R3
ORIGINAL PRINCIPAL AMOUNT: \$2,388,578

TOTAL INSTRUMENTS: 011

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 25 DAY OF AUGUST,
2023 AT 02:27 P.M.

ORDER NUMBER: 48174403

CUSTOMER FILE NUMBER: 163759.1



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).



LAND TITLE CERTIFICATE

S

LINC SHORT LEGAL
0032 895 972 0740337;4;33

TITLE NUMBER
072 700 622 +21

LEGAL DESCRIPTION
PLAN 0740337
BLOCK 4
LOT 33
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;26;42;2;SW

MUNICIPALITY: PONOKA COUNTY

REFERENCE NUMBER: 062 589 821

REGISTRATION	DATE (DMY)	REGISTERED OWNER(S) DOCUMENT TYPE	VALUE	CONSIDERATION
072 700 622	30/11/2007	SUBDIVISION PLAN		

OWNERS

WOLF CREEK VILLAGE LTD.
OF RR3, SITE 10, BOX 5
PONOKA
ALBERTA T4J 1R3

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
072 279 919	16/05/2007	UTILITY RIGHT OF WAY GRANTEE - ATCO GAS AND PIPELINES LTD.
072 620 540	18/10/2007	CAVEAT RE : UTILITY RIGHT OF WAY CAVEATOR - WOLF CREEK VILLAGE LTD. C/O WILLIAM KACHMAN 10949-120 STREET EDMONTON

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

072 700 622 +21

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
		ALBERTA T5H3R2 AGENT - WILLIAM KACHMAN
072 700 713	30/11/2007	CAVEAT RE : EASEMENT
072 700 714	30/11/2007	CAVEAT RE : RESTRICTIVE COVENANT
082 002 440	03/01/2008	CAVEAT RE : VENDOR'S LIEN AND UNREGISTERED TRANSFER CAVEATOR - WOLF CREEK VILLAGE LTD. C/O WILLIAM KACHMAN 10949-120 STREET EDMONTON ALBERTA T5H3R2 AGENT - WILLIAM KACHMAN
092 049 567	17/02/2009	CAVEAT RE : RESTRICTIVE COVENANT
092 049 568	17/02/2009	CAVEAT RE : RESTRICTIVE COVENANT
122 161 080	24/05/2012	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - 1224512 ALBERTA LTD. RR3,SITE 10,BOX 26 PONOKA ALBERTA T4J1R3 AGENT - KENNETH CRUICKSHANK
162 233 283	25/08/2016	CAVEAT RE : DEVELOPMENT AGREEMENT PURSUANT TO MUNICIPAL GOVERNMENT ACT CAVEATOR - PONOKA COUNTY. ATTN: CHARLIE B CUTFORTH, CHIEF ADMINISTRATIVE OFFICER 4205 HIGHWAY 2A PONOKA ALBERTA T4J1P6
232 105 468	01/04/2023	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - 1224512 ALBERTA LTD. 5025-51 STREET LACOMBE ALBERTA T4L2A3 AGENT - ROD SCHMIDT

(CONTINUED)

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
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232 134 547	28/04/2023	MORTGAGE MORTGAGEE - 1224512 ALBERTA LTD. RR3, SITE 10, BOX 26 PONOKA ALBERTA T4J1R3 ORIGINAL PRINCIPAL AMOUNT: \$2,388,578
-------------	------------	--

TOTAL INSTRUMENTS: 011

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 25 DAY OF AUGUST,
2023 AT 10:58 A.M.

ORDER NUMBER: 48170827

CUSTOMER FILE NUMBER:



END OF CERTIFICATE

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FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER,
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PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0033 172 149 0823398;2;9 082 158 217

LEGAL DESCRIPTION
PLAN 0823398
BLOCK 2
LOT 9
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;26;42;2;SW

MUNICIPALITY: PONOKA COUNTY

REFERENCE NUMBER: 072 700 622 +31

REGISTRATION	DATE (DMY)	REGISTERED OWNER(S) DOCUMENT TYPE	VALUE	CONSIDERATION
082 158 217	14/04/2008	SUBDIVISION PLAN		

OWNERS

WOLF CREEK VILLAGE LTD.
OF RR3, SITE 10, BOX 5
PONOKA
ALBERTA T4J 1R3

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
072 279 919	16/05/2007	UTILITY RIGHT OF WAY GRANTEE - ATCO GAS AND PIPELINES LTD.
072 620 540	18/10/2007	CAVEAT RE : UTILITY RIGHT OF WAY CAVEATOR - WOLF CREEK VILLAGE LTD. C/O WILLIAM KACHMAN 10949-120 STREET EDMONTON

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
082 158 217

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
		ALBERTA T5H3R2 AGENT - WILLIAM KACHMAN
082 158 218	14/04/2008	CAVEAT RE : RESTRICTIVE COVENANT
082 158 219	14/04/2008	CAVEAT RE : EASEMENT
082 158 220	14/04/2008	CAVEAT RE : VENDOR'S LIEN AND UNREGISTERED TRANSFER CAVEATOR - WOLF CREEK VILLAGE LTD. C/O WILLIAM KACHMAN, SOLICITOR PARCOM BUILDING 10949 - 120 STREET EDMONTON ALBERTA T5H3R2 AGENT - WILLIAM KACHMAN
092 049 567	17/02/2009	CAVEAT RE : RESTRICTIVE COVENANT
092 049 568	17/02/2009	CAVEAT RE : RESTRICTIVE COVENANT
122 161 080	24/05/2012	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - 1224512 ALBERTA LTD. RR3,SITE 10,BOX 26 PONOKA ALBERTA T4J1R3 AGENT - KENNETH CRUICKSHANK
162 233 284	25/08/2016	CAVEAT RE : DEVELOPMENT AGREEMENT PURSUANT TO MUNICIPAL GOVERNMENT ACT CAVEATOR - PONOKA COUNTY. ATTN: CHARLIE B CUTFORTH, CHIEF ADMINISTRATIVE OFFICER 4205 HIGHWAY 2A PONOKA ALBERTA T4J1P6
232 105 468	01/04/2023	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - 1224512 ALBERTA LTD. 5025-51 STREET LACOMBE ALBERTA T4L2A3 AGENT - ROD SCHMIDT

(CONTINUED)

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
------------------------	--------------	-------------

232 134 547	28/04/2023	MORTGAGE MORTGAGEE - 1224512 ALBERTA LTD. RR3, SITE 10, BOX 26 PONOKA ALBERTA T4J1R3 ORIGINAL PRINCIPAL AMOUNT: \$2,388,578
-------------	------------	--

TOTAL INSTRUMENTS: 011

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
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2023 AT 10:58 A.M.

ORDER NUMBER: 48170827

CUSTOMER FILE NUMBER:



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OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).



LAND TITLE CERTIFICATE

S

LINC SHORT LEGAL
0033 172 157 0823398;2;10

TITLE NUMBER
082 158 217 +1

LEGAL DESCRIPTION
PLAN 0823398
BLOCK 2
LOT 10
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;26;42;2;SW

MUNICIPALITY: PONOKA COUNTY

REFERENCE NUMBER: 072 700 622 +31

REGISTRATION	DATE (DMY)	REGISTERED OWNER(S) DOCUMENT TYPE	VALUE	CONSIDERATION
082 158 217	14/04/2008	SUBDIVISION PLAN		

OWNERS

WOLF CREEK VILLAGE LTD.
OF RR3, SITE 10, BOX 5
PONOKA
ALBERTA T4J 1R3

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
072 279 919	16/05/2007	UTILITY RIGHT OF WAY GRANTEE - ATCO GAS AND PIPELINES LTD.
072 620 540	18/10/2007	CAVEAT RE : UTILITY RIGHT OF WAY CAVEATOR - WOLF CREEK VILLAGE LTD. C/O WILLIAM KACHMAN 10949-120 STREET EDMONTON

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

082 158 217 +1

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
		ALBERTA T5H3R2 AGENT - WILLIAM KACHMAN
082 158 218	14/04/2008	CAVEAT RE : RESTRICTIVE COVENANT
082 158 219	14/04/2008	CAVEAT RE : EASEMENT
082 158 220	14/04/2008	CAVEAT RE : VENDOR'S LIEN AND UNREGISTERED TRANSFER CAVEATOR - WOLF CREEK VILLAGE LTD. C/O WILLIAM KACHMAN, SOLICITOR PARCOM BUILDING 10949 - 120 STREET EDMONTON ALBERTA T5H3R2 AGENT - WILLIAM KACHMAN
092 049 567	17/02/2009	CAVEAT RE : RESTRICTIVE COVENANT
092 049 568	17/02/2009	CAVEAT RE : RESTRICTIVE COVENANT
122 161 080	24/05/2012	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - 1224512 ALBERTA LTD. RR3,SITE 10,BOX 26 PONOKA ALBERTA T4J1R3 AGENT - KENNETH CRUICKSHANK
162 233 285	25/08/2016	CAVEAT RE : DEVELOPMENT AGREEMENT PURSUANT TO MUNICIPAL GOVERNMENT ACT CAVEATOR - PONOKA COUNTY. ATTN: CHARLIE B CUTFORTH, CHIEF ADMINISTRATIVE OFFICER 4205 HIGHWAY 2A PONOKA ALBERTA T4J1P6
232 105 468	01/04/2023	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - 1224512 ALBERTA LTD. 5025-51 STREET LACOMBE ALBERTA T4L2A3 AGENT - ROD SCHMIDT

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3

082 158 217 +1

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

232 134 547 28/04/2023 MORTGAGE
MORTGAGEE - 1224512 ALBERTA LTD.
RR3,SITE 10,BOX 26
PONOKA
ALBERTA T4J1R3
ORIGINAL PRINCIPAL AMOUNT: \$2,388,578

TOTAL INSTRUMENTS: 011

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 25 DAY OF AUGUST,
2023 AT 10:58 A.M.

ORDER NUMBER: 48170827

CUSTOMER FILE NUMBER:



END OF CERTIFICATE

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OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0033 172 230 0823398;4;50 082 158 217 +9

LEGAL DESCRIPTION
PLAN 0823398
BLOCK 4
LOT 50
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;26;42;2;S

MUNICIPALITY: PONOKA COUNTY

REFERENCE NUMBER: 072 700 622 +31

REGISTRATION	DATE (DMY)	REGISTERED OWNER(S) DOCUMENT TYPE	VALUE	CONSIDERATION
082 158 217	14/04/2008	SUBDIVISION PLAN		

OWNERS

WOLF CREEK VILLAGE LTD.
OF RR3, SITE 10, BOX 5
PONOKA
ALBERTA T4J 1R3

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
782 060 885	28/03/1978	UTILITY RIGHT OF WAY GRANTEE - ATCO GAS AND PIPELINES LTD. 10035-105 ST EDMONTON ALBERTA T5J2V6 "PART AS DESCRIBED" (DATA UPDATED BY: TRANSFER OF UTILITY RIGHT OF WAY 012025460)

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

082 158 217 +9

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
072 279 919	16/05/2007	UTILITY RIGHT OF WAY GRANTEE - ATCO GAS AND PIPELINES LTD.
072 620 540	18/10/2007	CAVEAT RE : UTILITY RIGHT OF WAY CAVEATOR - WOLF CREEK VILLAGE LTD. C/O WILLIAM KACHMAN 10949-120 STREET EDMONTON ALBERTA T5H3R2 AGENT - WILLIAM KACHMAN
082 158 218	14/04/2008	CAVEAT RE : RESTRICTIVE COVENANT
082 158 219	14/04/2008	CAVEAT RE : EASEMENT
082 158 220	14/04/2008	CAVEAT RE : VENDOR'S LIEN AND UNREGISTERED TRANSFER CAVEATOR - WOLF CREEK VILLAGE LTD. C/O WILLIAM KACHMAN, SOLICITOR PARCOM BUILDING 10949 - 120 STREET EDMONTON ALBERTA T5H3R2 AGENT - WILLIAM KACHMAN
092 049 567	17/02/2009	CAVEAT RE : RESTRICTIVE COVENANT
092 049 568	17/02/2009	CAVEAT RE : RESTRICTIVE COVENANT
122 161 080	24/05/2012	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - 1224512 ALBERTA LTD. RR3, SITE 10, BOX 26 PONOKA ALBERTA T4J1R3 AGENT - KENNETH CRUICKSHANK
162 233 191	25/08/2016	CAVEAT RE : DEVELOPMENT AGREEMENT PURSUANT TO MUNICIPAL GOVERNMENT ACT CAVEATOR - PONOKA COUNTY. ATTN: CHARLIE B CUTFORTH, CHIEF ADMINISTRATIVE OFFICER 4205 HIGHWAY 2A PONOKA

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3

082 158 217 +9

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

ALBERTA T4J1P6

232 105 468 01/04/2023 CAVEAT
RE : AGREEMENT CHARGING LAND
CAVEATOR - 1224512 ALBERTA LTD.
5025-51 STREET
LACOMBE
ALBERTA T4L2A3
AGENT - ROD SCHMIDT

232 134 547 28/04/2023 MORTGAGE
MORTGAGEE - 1224512 ALBERTA LTD.
RR3, SITE 10, BOX 26
PONOKA
ALBERTA T4J1R3
ORIGINAL PRINCIPAL AMOUNT: \$2,388,578

TOTAL INSTRUMENTS: 012

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 25 DAY OF AUGUST,
2023 AT 10:58 A.M.

ORDER NUMBER: 48170827

CUSTOMER FILE NUMBER:



END OF CERTIFICATE

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OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0033 172 263 0823398;4;53 152 399 430

LEGAL DESCRIPTION
PLAN 0823398
BLOCK 4
LOT 53
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;26;42;2;SE

MUNICIPALITY: PONOKA COUNTY

REFERENCE NUMBER: 122 279 745

REGISTRATION	DATE (DMY)	REGISTERED OWNER(S) DOCUMENT TYPE	VALUE	CONSIDERATION
152 399 430	23/12/2015	TRANSFER OF LAND	\$125,000	SEE INSTRUMENT

OWNERS

BEVERLEY COOK
OF 195 DOUGLASVIEW ROAD SE
CALGARY
ALBERTA T2Z 2S1

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
072 279 919	16/05/2007	UTILITY RIGHT OF WAY GRANTEE - ATCO GAS AND PIPELINES LTD.
072 620 540	18/10/2007	CAVEAT RE : UTILITY RIGHT OF WAY CAVEATOR - WOLF CREEK VILLAGE LTD. C/O WILLIAM KACHMAN 10949-120 STREET EDMONTON

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
152 399 430

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

ALBERTA T5H3R2
AGENT - WILLIAM KACHMAN

082 158 218 14/04/2008 CAVEAT
RE : RESTRICTIVE COVENANT

082 158 219 14/04/2008 CAVEAT
RE : EASEMENT

092 049 567 17/02/2009 CAVEAT
RE : RESTRICTIVE COVENANT

092 049 568 17/02/2009 CAVEAT
RE : RESTRICTIVE COVENANT

TOTAL INSTRUMENTS: 006

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 25 DAY OF AUGUST,
2023 AT 10:58 A.M.

ORDER NUMBER: 48170827

CUSTOMER FILE NUMBER:



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OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0033 172 321 0823398;6;3 082 158 217 +18

LEGAL DESCRIPTION
PLAN 0823398
BLOCK 6
LOT 3
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;26;42;2;SE

MUNICIPALITY: PONOKA COUNTY

REFERENCE NUMBER: 072 700 622 +31

REGISTRATION	DATE (DMY)	REGISTERED OWNER(S) DOCUMENT TYPE	VALUE	CONSIDERATION
082 158 217	14/04/2008	SUBDIVISION PLAN		

OWNERS
WOLF CREEK VILLAGE LTD.
OF RR3, SITE 10, BOX 5
PONOKA
ALBERTA T4J 1R3

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
072 279 919	16/05/2007	UTILITY RIGHT OF WAY GRANTEE - ATCO GAS AND PIPELINES LTD.
072 620 540	18/10/2007	CAVEAT RE : UTILITY RIGHT OF WAY CAVEATOR - WOLF CREEK VILLAGE LTD. C/O WILLIAM KACHMAN 10949-120 STREET EDMONTON

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

082 158 217 +18

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
		ALBERTA T5H3R2 AGENT - WILLIAM KACHMAN
082 158 218	14/04/2008	CAVEAT RE : RESTRICTIVE COVENANT
082 158 219	14/04/2008	CAVEAT RE : EASEMENT
082 158 220	14/04/2008	CAVEAT RE : VENDOR'S LIEN AND UNREGISTERED TRANSFER CAVEATOR - WOLF CREEK VILLAGE LTD. C/O WILLIAM KACHMAN, SOLICITOR PARCOM BUILDING 10949 - 120 STREET EDMONTON ALBERTA T5H3R2 AGENT - WILLIAM KACHMAN
092 049 567	17/02/2009	CAVEAT RE : RESTRICTIVE COVENANT
092 049 568	17/02/2009	CAVEAT RE : RESTRICTIVE COVENANT
122 161 080	24/05/2012	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - 1224512 ALBERTA LTD. RR3,SITE 10,BOX 26 PONOKA ALBERTA T4J1R3 AGENT - KENNETH CRUICKSHANK
162 233 193	25/08/2016	CAVEAT RE : DEVELOPMENT AGREEMENT PURSUANT TO MUNICIPAL GOVERNMENT ACT CAVEATOR - PONOKA COUNTY. ATTN: CHARLIE B CUTFORTH, CHIEF ADMINISTRATIVE OFFICER 4205 HIGHWAY 2A PONOKA ALBERTA T4J1P6
232 105 468	01/04/2023	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - 1224512 ALBERTA LTD. 5025-51 STREET LACOMBE ALBERTA T4L2A3 AGENT - ROD SCHMIDT

(CONTINUED)

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
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232 134 547	28/04/2023	MORTGAGE MORTGAGEE - 1224512 ALBERTA LTD. RR3, SITE 10, BOX 26 PONOKA ALBERTA T4J1R3 ORIGINAL PRINCIPAL AMOUNT: \$2,388,578
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TOTAL INSTRUMENTS: 011

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
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TITLE REPRESENTED HEREIN THIS 25 DAY OF AUGUST,
2023 AT 10:58 A.M.

ORDER NUMBER: 48170827

CUSTOMER FILE NUMBER:



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OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).



LAND TITLE CERTIFICATE

S

LINC SHORT LEGAL
0033 172 339 0823398;6;4

TITLE NUMBER
082 158 217 +19

LEGAL DESCRIPTION
PLAN 0823398
BLOCK 6
LOT 4
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;26;42;2;SE

MUNICIPALITY: PONOKA COUNTY

REFERENCE NUMBER: 072 700 622 +31

REGISTRATION	DATE (DMY)	REGISTERED OWNER(S) DOCUMENT TYPE	VALUE	CONSIDERATION
082 158 217	14/04/2008	SUBDIVISION PLAN		

OWNERS

WOLF CREEK VILLAGE LTD.
OF RR3, SITE 10, BOX 5
PONOKA
ALBERTA T4J 1R3

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
072 279 919	16/05/2007	UTILITY RIGHT OF WAY GRANTEE - ATCO GAS AND PIPELINES LTD.
072 620 540	18/10/2007	CAVEAT RE : UTILITY RIGHT OF WAY CAVEATOR - WOLF CREEK VILLAGE LTD. C/O WILLIAM KACHMAN 10949-120 STREET EDMONTON

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
082 158 217 +19

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
		ALBERTA T5H3R2 AGENT - WILLIAM KACHMAN
082 158 218	14/04/2008	CAVEAT RE : RESTRICTIVE COVENANT
082 158 219	14/04/2008	CAVEAT RE : EASEMENT
082 158 220	14/04/2008	CAVEAT RE : VENDOR'S LIEN AND UNREGISTERED TRANSFER CAVEATOR - WOLF CREEK VILLAGE LTD. C/O WILLIAM KACHMAN, SOLICITOR PARCOM BUILDING 10949 - 120 STREET EDMONTON ALBERTA T5H3R2 AGENT - WILLIAM KACHMAN
092 049 567	17/02/2009	CAVEAT RE : RESTRICTIVE COVENANT
092 049 568	17/02/2009	CAVEAT RE : RESTRICTIVE COVENANT
122 161 080	24/05/2012	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - 1224512 ALBERTA LTD. RR3,SITE 10,BOX 26 PONOKA ALBERTA T4J1R3 AGENT - KENNETH CRUICKSHANK
162 233 194	25/08/2016	CAVEAT RE : DEVELOPMENT AGREEMENT PURSUANT TO MUNICIPAL GOVERNMENT ACT CAVEATOR - PONOKA COUNTY. ATTN: CHARLIE B CUTFORTH, CHIEF ADMINISTRATIVE OFFICER 4205 HIGHWAY 2A PONOKA ALBERTA T4J1P6
232 105 468	01/04/2023	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - 1224512 ALBERTA LTD. 5025-51 STREET LACOMBE ALBERTA T4L2A3 AGENT - ROD SCHMIDT

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3
082 158 217 +19

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

232 134 547 28/04/2023 MORTGAGE
MORTGAGEE - 1224512 ALBERTA LTD.
RR3, SITE 10, BOX 26
PONOKA
ALBERTA T4J1R3
ORIGINAL PRINCIPAL AMOUNT: \$2,388,578

TOTAL INSTRUMENTS: 011

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 25 DAY OF AUGUST,
2023 AT 10:58 A.M.

ORDER NUMBER: 48170827

CUSTOMER FILE NUMBER:



END OF CERTIFICATE

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

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



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0033 172 438 0823398;6;14 082 158 217 +29

LEGAL DESCRIPTION
PLAN 0823398
BLOCK 6
LOT 14
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;26;42;2;SE

MUNICIPALITY: PONOKA COUNTY

REFERENCE NUMBER: 072 700 622 +31

REGISTRATION	DATE (DMY)	REGISTERED OWNER(S) DOCUMENT TYPE	VALUE	CONSIDERATION
082 158 217	14/04/2008	SUBDIVISION PLAN		

OWNERS

WOLF CREEK VILLAGE LTD.
OF RR3, SITE 10, BOX 5
PONOKA
ALBERTA T4J 1R3

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
072 279 919	16/05/2007	UTILITY RIGHT OF WAY GRANTEE - ATCO GAS AND PIPELINES LTD.
072 620 540	18/10/2007	CAVEAT RE : UTILITY RIGHT OF WAY CAVEATOR - WOLF CREEK VILLAGE LTD. C/O WILLIAM KACHMAN 10949-120 STREET EDMONTON

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

082 158 217 +29

REGISTRATION

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
		ALBERTA T5H3R2 AGENT - WILLIAM KACHMAN
082 158 218	14/04/2008	CAVEAT RE : RESTRICTIVE COVENANT
082 158 219	14/04/2008	CAVEAT RE : EASEMENT
082 158 220	14/04/2008	CAVEAT RE : VENDOR'S LIEN AND UNREGISTERED TRANSFER CAVEATOR - WOLF CREEK VILLAGE LTD. C/O WILLIAM KACHMAN, SOLICITOR PARCOM BUILDING 10949 - 120 STREET EDMONTON ALBERTA T5H3R2 AGENT - WILLIAM KACHMAN
092 049 567	17/02/2009	CAVEAT RE : RESTRICTIVE COVENANT
092 049 568	17/02/2009	CAVEAT RE : RESTRICTIVE COVENANT
122 161 080	24/05/2012	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - 1224512 ALBERTA LTD. RR3,SITE 10,BOX 26 PONOKA ALBERTA T4J1R3 AGENT - KENNETH CRUICKSHANK
162 233 195	25/08/2016	CAVEAT RE : DEVELOPMENT AGREEMENT PURSUANT TO MUNICIPAL GOVERNMENT ACT CAVEATOR - PONOKA COUNTY. ATTN: CHARLIE B CUTFORTH, CHIEF ADMINISTRATIVE OFFICER 4205 HIGHWAY 2A PONOKA ALBERTA T4J1P6
232 105 468	01/04/2023	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - 1224512 ALBERTA LTD. 5025-51 STREET LACOMBE ALBERTA T4L2A3 AGENT - ROD SCHMIDT

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3
082 158 217 +29

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

232 134 547 28/04/2023 MORTGAGE
MORTGAGEE - 1224512 ALBERTA LTD.
RR3, SITE 10, BOX 26
PONOKA
ALBERTA T4J1R3
ORIGINAL PRINCIPAL AMOUNT: \$2,388,578

TOTAL INSTRUMENTS: 011

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



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0033 172 446 0823398;6;15 082 158 217 +30

LEGAL DESCRIPTION
PLAN 0823398
BLOCK 6
LOT 15
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;26;42;2;SE

MUNICIPALITY: PONOKA COUNTY

REFERENCE NUMBER: 072 700 622 +31

REGISTRATION	DATE (DMY)	REGISTERED OWNER(S) DOCUMENT TYPE	VALUE	CONSIDERATION
082 158 217	14/04/2008	SUBDIVISION PLAN		

OWNERS

WOLF CREEK VILLAGE LTD.
OF RR3, SITE 10, BOX 5
PONOKA
ALBERTA T4J 1R3

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
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072 620 540	18/10/2007	CAVEAT RE : UTILITY RIGHT OF WAY CAVEATOR - WOLF CREEK VILLAGE LTD. C/O WILLIAM KACHMAN 10949-120 STREET EDMONTON

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ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

082 158 217 +30

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
		ALBERTA T5H3R2 AGENT - WILLIAM KACHMAN
082 158 218	14/04/2008	CAVEAT RE : RESTRICTIVE COVENANT
082 158 219	14/04/2008	CAVEAT RE : EASEMENT
082 158 220	14/04/2008	CAVEAT RE : VENDOR'S LIEN AND UNREGISTERED TRANSFER CAVEATOR - WOLF CREEK VILLAGE LTD. C/O WILLIAM KACHMAN, SOLICITOR PARCOM BUILDING 10949 - 120 STREET EDMONTON ALBERTA T5H3R2 AGENT - WILLIAM KACHMAN
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092 049 568	17/02/2009	CAVEAT RE : RESTRICTIVE COVENANT
122 161 080	24/05/2012	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - 1224512 ALBERTA LTD. RR3,SITE 10,BOX 26 PONOKA ALBERTA T4J1R3 AGENT - KENNETH CRUICKSHANK
162 233 196	25/08/2016	CAVEAT RE : DEVELOPMENT AGREEMENT PURSUANT TO MUNICIPAL GOVERNMENT ACT CAVEATOR - PONOKA COUNTY. ATTN: CHARLIE B CUTFORTH, CHIEF ADMINISTRATIVE OFFICER 4205 HIGHWAY 2A PONOKA ALBERTA T4J1P6
232 105 468	01/04/2023	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - 1224512 ALBERTA LTD. 5025-51 STREET LACOMBE ALBERTA T4L2A3 AGENT - ROD SCHMIDT

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3
082 158 217 +30

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

232 134 547 28/04/2023 MORTGAGE
MORTGAGEE - 1224512 ALBERTA LTD.
RR3, SITE 10, BOX 26
PONOKA
ALBERTA T4J1R3
ORIGINAL PRINCIPAL AMOUNT: \$2,388,578

TOTAL INSTRUMENTS: 011

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OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).



LAND TITLE CERTIFICATE

S

LINC SHORT LEGAL
0033 172 461 0823398;6;17

TITLE NUMBER
082 158 217 +32

LEGAL DESCRIPTION
PLAN 0823398
BLOCK 6
LOT 17
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;26;42;2;SE

MUNICIPALITY: PONOKA COUNTY

REFERENCE NUMBER: 072 700 622 +31

REGISTRATION	DATE (DMY)	REGISTERED OWNER(S) DOCUMENT TYPE	VALUE	CONSIDERATION
082 158 217	14/04/2008	SUBDIVISION PLAN		

OWNERS

WOLF CREEK VILLAGE LTD.
OF RR3, SITE 10, BOX 5
PONOKA
ALBERTA T4J 1R3

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
072 279 919	16/05/2007	UTILITY RIGHT OF WAY GRANTEE - ATCO GAS AND PIPELINES LTD.
072 620 540	18/10/2007	CAVEAT RE : UTILITY RIGHT OF WAY CAVEATOR - WOLF CREEK VILLAGE LTD. C/O WILLIAM KACHMAN 10949-120 STREET EDMONTON

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

082 158 217 +32

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
		ALBERTA T5H3R2 AGENT - WILLIAM KACHMAN
082 158 218	14/04/2008	CAVEAT RE : RESTRICTIVE COVENANT
082 158 219	14/04/2008	CAVEAT RE : EASEMENT
082 158 220	14/04/2008	CAVEAT RE : VENDOR'S LIEN AND UNREGISTERED TRANSFER CAVEATOR - WOLF CREEK VILLAGE LTD. C/O WILLIAM KACHMAN, SOLICITOR PARCOM BUILDING 10949 - 120 STREET EDMONTON ALBERTA T5H3R2 AGENT - WILLIAM KACHMAN
092 049 567	17/02/2009	CAVEAT RE : RESTRICTIVE COVENANT
092 049 568	17/02/2009	CAVEAT RE : RESTRICTIVE COVENANT
122 161 080	24/05/2012	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - 1224512 ALBERTA LTD. RR3,SITE 10,BOX 26 PONOKA ALBERTA T4J1R3 AGENT - KENNETH CRUICKSHANK
162 233 197	25/08/2016	CAVEAT RE : DEVELOPMENT AGREEMENT PURSUANT TO MUNICIPAL GOVERNMENT ACT CAVEATOR - PONOKA COUNTY. ATTN: CHARLIE B CUTFORTH, CHIEF ADMINISTRATIVE OFFICER 4205 HIGHWAY 2A PONOKA ALBERTA T4J1P6
232 105 468	01/04/2023	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - 1224512 ALBERTA LTD. 5025-51 STREET LACOMBE ALBERTA T4L2A3 AGENT - ROD SCHMIDT

(CONTINUED)

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

232 134 547 28/04/2023 MORTGAGE
MORTGAGEE - 1224512 ALBERTA LTD.
RR3, SITE 10, BOX 26
PONOKA
ALBERTA T4J1R3
ORIGINAL PRINCIPAL AMOUNT: \$2,388,578

TOTAL INSTRUMENTS: 011

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OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0033 172 479 0823398;6;18 082 158 217 +33

LEGAL DESCRIPTION
PLAN 0823398
BLOCK 6
LOT 18
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;26;42;2;SE

MUNICIPALITY: PONOKA COUNTY

REFERENCE NUMBER: 072 700 622 +31

REGISTRATION	DATE (DMY)	REGISTERED OWNER(S) DOCUMENT TYPE	VALUE	CONSIDERATION
082 158 217	14/04/2008	SUBDIVISION PLAN		

OWNERS

WOLF CREEK VILLAGE LTD.
OF RR3, SITE 10, BOX 5
PONOKA
ALBERTA T4J 1R3

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
072 279 919	16/05/2007	UTILITY RIGHT OF WAY GRANTEE - ATCO GAS AND PIPELINES LTD.
072 620 540	18/10/2007	CAVEAT RE : UTILITY RIGHT OF WAY CAVEATOR - WOLF CREEK VILLAGE LTD. C/O WILLIAM KACHMAN 10949-120 STREET EDMONTON

(CONTINUED)

 ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
 # 082 158 217 +33

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
		ALBERTA T5H3R2 AGENT - WILLIAM KACHMAN
082 158 218	14/04/2008	CAVEAT RE : RESTRICTIVE COVENANT
082 158 219	14/04/2008	CAVEAT RE : EASEMENT
082 158 220	14/04/2008	CAVEAT RE : VENDOR'S LIEN AND UNREGISTERED TRANSFER CAVEATOR - WOLF CREEK VILLAGE LTD. C/O WILLIAM KACHMAN, SOLICITOR PARCOM BUILDING 10949 - 120 STREET EDMONTON ALBERTA T5H3R2 AGENT - WILLIAM KACHMAN
092 049 567	17/02/2009	CAVEAT RE : RESTRICTIVE COVENANT
092 049 568	17/02/2009	CAVEAT RE : RESTRICTIVE COVENANT
122 161 080	24/05/2012	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - 1224512 ALBERTA LTD. RR3, SITE 10, BOX 26 PONOKA ALBERTA T4J1R3 AGENT - KENNETH CRUICKSHANK
162 233 151	25/08/2016	CAVEAT RE : DEVELOPMENT AGREEMENT PURSUANT TO MUNICIPAL GOVERNMENT ACT CAVEATOR - PONOKA COUNTY. ATTN: CHARLIE B CUTFORTH 4205 HIGHWAY 2A PONOKA ALBERTA T4J1P6
232 105 468	01/04/2023	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - 1224512 ALBERTA LTD. 5025-51 STREET LACOMBE ALBERTA T4L2A3 AGENT - ROD SCHMIDT

(CONTINUED)

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

232 134 547 28/04/2023 MORTGAGE
MORTGAGEE - 1224512 ALBERTA LTD.
RR3, SITE 10, BOX 26
PONOKA
ALBERTA T4J1R3
ORIGINAL PRINCIPAL AMOUNT: \$2,388,578

TOTAL INSTRUMENTS: 011

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OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0033 172 487 0823398;6;19 082 158 217 +34

LEGAL DESCRIPTION
PLAN 0823398
BLOCK 6
LOT 19
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;26;42;2;SE

MUNICIPALITY: PONOKA COUNTY

REFERENCE NUMBER: 072 700 622 +31

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

082 158 217 14/04/2008 SUBDIVISION PLAN

OWNERS
WOLF CREEK VILLAGE LTD.
OF RR3, SITE 10, BOX 5
PONOKA
ALBERTA T4J 1R3

 ENCUMBRANCES, LIENS & INTERESTS
REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

072 279 919 16/05/2007 UTILITY RIGHT OF WAY
 GRANTEE - ATCO GAS AND PIPELINES LTD.
072 620 540 18/10/2007 CAVEAT
 RE : UTILITY RIGHT OF WAY
 CAVEATOR - WOLF CREEK VILLAGE LTD.
 C/O WILLIAM KACHMAN
 10949-120 STREET
 EDMONTON

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
082 158 217 +34

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
		ALBERTA T5H3R2 AGENT - WILLIAM KACHMAN
082 158 218	14/04/2008	CAVEAT RE : RESTRICTIVE COVENANT
082 158 219	14/04/2008	CAVEAT RE : EASEMENT
082 158 220	14/04/2008	CAVEAT RE : VENDOR'S LIEN AND UNREGISTERED TRANSFER CAVEATOR - WOLF CREEK VILLAGE LTD. C/O WILLIAM KACHMAN, SOLICITOR PARCOM BUILDING 10949 - 120 STREET EDMONTON ALBERTA T5H3R2 AGENT - WILLIAM KACHMAN
092 049 567	17/02/2009	CAVEAT RE : RESTRICTIVE COVENANT
092 049 568	17/02/2009	CAVEAT RE : RESTRICTIVE COVENANT
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162 233 152	25/08/2016	CAVEAT RE : DEVELOPMENT AGREEMENT PURSUANT TO MUNICIPAL GOVERNMENT ACT CAVEATOR - PONOKA COUNTY. ATTN: CHARLIE B CUTFORTH 4205 HIGHWAY 2A PONOKA ALBERTA T4J1P6
232 105 468	01/04/2023	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - 1224512 ALBERTA LTD. 5025-51 STREET LACOMBE ALBERTA T4L2A3 AGENT - ROD SCHMIDT

(CONTINUED)

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
------------------------	--------------	-------------

232 134 547	28/04/2023	MORTGAGE MORTGAGEE - 1224512 ALBERTA LTD. RR3, SITE 10, BOX 26 PONOKA ALBERTA T4J1R3 ORIGINAL PRINCIPAL AMOUNT: \$2,388,578
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TOTAL INSTRUMENTS: 011

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OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0033 172 495 0823398;6;20 082 158 217 +35

LEGAL DESCRIPTION
PLAN 0823398
BLOCK 6
LOT 20
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;26;42;2;SE

MUNICIPALITY: PONOKA COUNTY

REFERENCE NUMBER: 072 700 622 +31

REGISTRATION	DATE (DMY)	REGISTERED OWNER(S) DOCUMENT TYPE	VALUE	CONSIDERATION
082 158 217	14/04/2008	SUBDIVISION PLAN		

OWNERS

WOLF CREEK VILLAGE LTD.
OF RR3, SITE 10, BOX 5
PONOKA
ALBERTA T4J 1R3

ENCUMBRANCES, LIENS & INTERESTS

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(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
082 158 217 +35

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
		ALBERTA T5H3R2 AGENT - WILLIAM KACHMAN
082 158 218	14/04/2008	CAVEAT RE : RESTRICTIVE COVENANT
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092 049 568	17/02/2009	CAVEAT RE : RESTRICTIVE COVENANT
122 161 080	24/05/2012	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - 1224512 ALBERTA LTD. RR3,SITE 10,BOX 26 PONOKA ALBERTA T4J1R3 AGENT - KENNETH CRUICKSHANK
162 233 153	25/08/2016	CAVEAT RE : DEVELOPMENT AGREEMENT PURSUANT TO MUNICIPAL GOVERNMENT ACT CAVEATOR - PONOKA COUNTY. ATTN: CHARLIE B CUTFORTH 4205 HIGHWAY 2A PONOKA ALBERTA T4J1P6
232 105 468	01/04/2023	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - 1224512 ALBERTA LTD. 5025-51 STREET LACOMBE ALBERTA T4L2A3 AGENT - ROD SCHMIDT

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3
082 158 217 +35

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

232 134 547 28/04/2023 MORTGAGE
MORTGAGEE - 1224512 ALBERTA LTD.
RR3,SITE 10,BOX 26
PONOKA
ALBERTA T4J1R3
ORIGINAL PRINCIPAL AMOUNT: \$2,388,578

TOTAL INSTRUMENTS: 011

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 25 DAY OF AUGUST,
2023 AT 10:58 A.M.

ORDER NUMBER: 48170827

CUSTOMER FILE NUMBER:



END OF CERTIFICATE

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

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



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0033 172 503 0823398;6;21 082 158 217 +36

LEGAL DESCRIPTION
PLAN 0823398
BLOCK 6
LOT 21
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;26;42;2;SE

MUNICIPALITY: PONOKA COUNTY

REFERENCE NUMBER: 072 700 622 +31

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

082 158 217 14/04/2008 SUBDIVISION PLAN

OWNERS

WOLF CREEK VILLAGE LTD.
OF RR3, SITE 10, BOX 5
PONOKA
ALBERTA T4J 1R3

 ENCUMBRANCES, LIENS & INTERESTS
REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

072 279 919 16/05/2007 UTILITY RIGHT OF WAY
 GRANTEE - ATCO GAS AND PIPELINES LTD.

072 620 540 18/10/2007 CAVEAT
 RE : UTILITY RIGHT OF WAY
 CAVEATOR - WOLF CREEK VILLAGE LTD.
 C/O WILLIAM KACHMAN
 10949-120 STREET
 EDMONTON

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
082 158 217 +36

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
		ALBERTA T5H3R2 AGENT - WILLIAM KACHMAN
082 158 218	14/04/2008	CAVEAT RE : RESTRICTIVE COVENANT
082 158 219	14/04/2008	CAVEAT RE : EASEMENT
082 158 220	14/04/2008	CAVEAT RE : VENDOR'S LIEN AND UNREGISTERED TRANSFER CAVEATOR - WOLF CREEK VILLAGE LTD. C/O WILLIAM KACHMAN, SOLICITOR PARCOM BUILDING 10949 - 120 STREET EDMONTON ALBERTA T5H3R2 AGENT - WILLIAM KACHMAN
092 049 567	17/02/2009	CAVEAT RE : RESTRICTIVE COVENANT
092 049 568	17/02/2009	CAVEAT RE : RESTRICTIVE COVENANT
122 161 080	24/05/2012	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - 1224512 ALBERTA LTD. RR3,SITE 10,BOX 26 PONOKA ALBERTA T4J1R3 AGENT - KENNETH CRUICKSHANK
162 233 154	25/08/2016	CAVEAT RE : DEVELOPMENT AGREEMENT PURSUANT TO MUNICIPAL GOVERNMENT ACT CAVEATOR - PONOKA COUNTY. ATTN: CHARLIE B CUTFORTH 4205 HIGHWAY 2A PONOKA ALBERTA T4J1P6
232 105 468	01/04/2023	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - 1224512 ALBERTA LTD. 5025-51 STREET LACOMBE ALBERTA T4L2A3 AGENT - ROD SCHMIDT

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3
082 158 217 +36

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

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MORTGAGEE - 1224512 ALBERTA LTD.
RR3, SITE 10, BOX 26
PONOKA
ALBERTA T4J1R3
ORIGINAL PRINCIPAL AMOUNT: \$2,388,578

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

Loan Agreement

BETWEEN:

1224512 Alberta Ltd.
of RR 3, Site 10, Box 26
Ponoka, Alberta T4J 1R3
(herein called the "Lender")

-and-

Wolf Creek Village Ltd.
of RR 3, Site 10, Box 5
Ponoka, Alberta T4J 1R3
(herein called the "Borrower")

-and-

Ryan Vold
of RR 3, Site 10, Box 5
Ponoka, Alberta T4J 1R3
(herein called the "Guarantor")

This is Exhibit G referred to in the Affidavit of

Rod Schmidt

Sworn before me this 31 day

Of August A.D., 2023

A Notary Public, A Commissioner for Oaths
in and for Alberta

CARLY TORONCHUK
Barrister & Solicitor

Whereas:

- A. The Borrower granted a mortgage to the Lender in the principal sum of \$1,750,000.00 in January, 2010 (the "Old Mortgage");
- B. The term of the Old Mortgage has expired December 31, 2014.
- C. The parties agree that the Borrower is in arrears on the Old Mortgage in the amount of \$182,907.32 as at December 31, 2014 (the "Arrears");
- D. The parties intend to enter a new mortgage agreement in the form attached as Schedule "A" hereto to be registered with an expiry date of December 31, 2015 (the New Mortgage);
- E. The New Mortgage adds to the principal sum an amount equal to the amount of the arrears in arriving at the new principal amount of \$2,388,518.04;
- F. The Lender has requested that the New Mortgage be personally guaranteed by Ryan Vold in consideration of the Lender not calling in the loan;

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, and for other good and valuable consideration, the parties hereto agree as follows:

1 Monthly Payments

- 1.1 Interest will commence on the New Mortgage amount of \$2,388,518.04 at the rate of eight (8%) per cent per annum, calculated half yearly not in advance, commencing January 1, 2015, and on the 1st day of each month thereafter. The first two payments for February 1st, 2015 and March 1st, 2015, may be deferred by the Borrower to April 1, 2015.
- 1.2 Notwithstanding section 1 of the New Mortgage:
 - 1.2.1 The Borrower discloses and the Lender acknowledges that the Borrower's ability to pay monthly installments of interest increases and decreases based upon the seasonality of the related golf course business. The Borrower anticipates that in the golf course's low season the Borrower may make monthly payments less than the full amount owing under the New Mortgage, and in the golf course's high season the Borrower may make monthly payments greater than the full amount owing under the New Mortgage; and

- 1.2.2 the Borrower acknowledges that notwithstanding the immediately preceding paragraph, nothing obliges the Lender to be satisfied with any payment less than the full amount then owing.
2. Costs of Sale
- 2.1 The Borrower discloses and the Lender acknowledges that in marketing the lots for sale the Borrower has retained and from time to time will retain real estate agents who are entitled to a reasonable real estate fee for marketing the lots for sale:
- 2.1.1 The real estate agents involved in such lot sales will have rights to encumber the lots sold until they are paid all amounts owing to them. The Borrower is responsible to pay all amounts justifiably owing by the Borrower to such real estate agents so that they have no justifiable basis upon which to register claims against the lot on account of claims against the Borrower. The Lender will therefore be entitled to the net sale proceeds after real estate fees and legal fees on the sale are paid.
3. As consideration for the extension of the above loan, Ryan Vold, as the major shareholder of the Borrower, has agreed to grant a personal guarantee of the Borrower's obligations to the Lender as set out in the New Mortgage. Ryan Vold will sign hereunder as Guarantor and a Certificate of Notary Public under the Guarantees Acknowledge Act for Alberta will be completed and attached hereto.
4. In the event of a conflict between the provisions of this Loan Agreement and the New Mortgage, this Loan Agreement will prevail.

IN WITNESS WHEREOF the parties hereto have hereunto executed these presents the 10 day of FEBRUARY, 2015.

Wolf Creek Village Ltd.
Corporate
Per: [Signature]
Name: [Signature]
Title: Owner

[Signature]
Witness as to the Signature
Ryan Vold

1224512 Alberta Ltd.
Per: [Signature]
Name: Rod Schmidt
Title: President

[Signature]
Ryan Vold

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

Wolf Creek Village Ltd., of RR 3, Site 10, Box 5, Ponoka, Alberta T4J 1R3 (herein called the "Mortgagor") being registered as owner of an estate in fee simple in all and singular those **parcels of land** situate in the Province of Alberta, Canada, and as described in Schedule "A" hereto together with the benefits and advantages of all easements, franchises and privileges now or hereafter appurtenant or appertaining thereto (hereinafter sometimes called the "said lands" or the "mortgaged premises") in consideration of the sum of ---- TWO MILLION THREE HUNDRED EIGHTY EIGHT THOUSAND FIVE HUNDRED SEVENTY EIGHT ----4/100 (\$2,388,578.04) DOLLARS (hereinafter referred to as the "principal sum") lent to the Mortgagor by 1224512 Alberta Ltd., with an office at RR 3, Site 10, Box 26, Ponoka, Alberta T4J 1R3, (hereinafter called the "Mortgagee"), the receipt of which sum the Mortgagor hereby acknowledges, COVENANTS AND AGREES with the Mortgagee that:

REPAYMENT

1. The Mortgagor will pay to the Mortgagee the principal sum in lawful money of Canada, at the Mortgagee's address, or at such other place as may be designated by the Mortgagee, with interest at the rate of EIGHT per cent (8%) per annum, calculated half-yearly not in advance as well after as before maturity until the principal sum and interest and all other money payable under this mortgage shall be fully paid as follows:

(a) interest at the aforesaid rate on the principal sum shall become due and be paid monthly commencing February 1, 2015, and on the first day of each month of the term thereafter; and

(b) the principal sum together with interest thereon at the aforesaid rate shall become due and be paid on the Maturity Date, being December 31, 2015 (the "Maturity Date"). Said payment shall be applied firstly in payment of interest, secondly in payment of all other charges due under this mortgage, and thirdly in reduction of the principal sum.

PREPAYMENT PRIVILEGES

2. The Mortgagor may prepay the principal amount of the mortgage, in full or in part, at any time and from time to time without notice, bonus or penalty.

CHARGE

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

SHORT COVENANTS

4. The Mortgagor covenants with the Mortgagee that the Mortgagor;

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

TAXES, LIENS, ENCUMBRANCES, ETC.

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

MISCELLANEOUS COVENANTS

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

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

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

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

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

(e) if the Mortgagor be a corporation, it hereby waives the provisions of Sections 40 and 41 of the *Law of Property Act*, Revised Statutes fo Alberta 2000, Chapter L-7 and all the amendments thereto and all the amendments made subsequent hereto, and all substitutions thereof,

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

7. The Mortgagee acknowledges that the Mortgagor may from time to time sell a parcel or parcels of the mortgaged premises (the "Redeemed Parcel") and that the Mortgagor may give the purchasers of that Redeemed Parcel title clear of this Mortgage, all pursuant to the provisions of this section. For the purposes of this section, the Mortgagor shall receive the net sale proceeds of the sale of a Redeemed Parcel, less any brokerage fees, commissions and costs and also less legal costs and expenses in trust, and the said net sale proceeds so calculated shall be paid to the Mortgagee (the "Redemption Amount"). The Mortgagor may redeem the Redeemed Parcel from the Mortgage by paying or having the purchaser pay the Redemption Amount into a lawyer's trust account, to the credit of the Mortgagee. Upon payment to the Mortgagee of the Redemption Amount, the Mortgagee shall prepare a discharge of this Mortgage as it is registered against the Redeemed Parcel, as contemplated at s. 8 of this Mortgage. It is agreed that notwithstanding any such release of the Redeemed Parcel, the balance of the said lands, securities and covenants

remaining unreleased shall stand charged with the whole or the remaining moneys hereby secured.

DISCHARGE

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

The undersigned Mortgagor acknowledges having received a true copy of this mortgage.

IN WITNESS WHEREOF, the parties have executed this agreement the 10 day of FEBRUARY, 2015.

Wolf Creek Village Ltd.

Per:
Name:
Title:



1224512 Alberta Ltd.

Per:
Name: Rod Schmidt
Title: President



GUARANTEES ACKNOWLEDGMENT ACT

CERTIFICATE OF NOTARY PUBLIC

I HEREBY CERTIFY THAT:

1. RYAN VOLD, the guarantor in the Loan Agreement dated FEBRUARY 10, 2015, made between 1224512 ALBERTA LTD. AND WOLF CREEK VILLAGE LTD. AND RYAN VOLD, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he had executed the Loan Agreement.
2. I satisfied myself by examination of him that he is aware of the contents of the Loan Agreement and understands it.

GIVEN at Lacombe, this 1st day of FEBRUARY, 2015 under my hand and seal of office.



[Handwritten signature]
A NOTARY PUBLIC IN AND FOR THE PROVINCE OF ALBERTA

STATEMENT OF GUARANTOR

I am the person named in this certificate.

[Handwritten signature]
Signature of Guarantor
RYAN VOLD

This is Exhibit H referred to in the Affidavit of
Rod Schmidt
Sworn before me this 31 day
Of August A.D., 2023

A Notary Public, A Commissioner for Oaths
in and for Alberta

[Handwritten signature]

CARLY TORONCHUK
Barrister & Solicitor

Carly J. Toronchuk

From: Rod & Merlene Schmidt <rschmidt@albertahighspeed.net>
Sent: Thursday, August 24, 2023 3:42 PM
To: Carly J. Toronchuk
Subject: FW: CONFIDENTIAL
Attachments: Commercial & Industrial business concepts ideas.pdf

[EXTERNAL MESSAGE]

From: Rod Schmidt <RSchmidt@treodrilling.com>
Sent: August-15-18 7:41 AM
To: Merlene Schmidt <rschmidt@albertahighspeed.net>
Subject: Fw: CONFIDENTIAL

This is Exhibit I referred to in the Affidavit of
Rod Schmidt
Sworn before me this 31 day
of August A.D., 2023

A Notary Public, A Commissioner for Oaths
in and for Alberta

CARLY TORONCHUK
Barrister & Solicitor

Sent from my BlackBerry 10 smartphone on the TELUS network.

From: Ryan Vold <ryan@wolfcreekgolf.com>
Sent: Tuesday, August 14, 2018 3:18 PM
To: Rod Schmidt
Subject: CONFIDENTIAL

Hi Rod;

I just finished a meeting with Norry Lee to go over Alick Au arrival and agenda, here is what I have:

- Alick will be flying into Toronto on Aug. 26th to meet with head of CIM International group (www.cimintgroup.com) he is doing a partnership with this group to handle some of the buildout development on our project and investment.
- From Toronto he will be flying into Edmonton probably before the 30th, he will also have another delegation coming in from Beijing which will be handling some of the commercial side which would include the Hockey arena, my understanding is about two officials.
- As I mentioned earlier his primary business is Oil and Gas so my time will be limited as there will be several other officials here regarding those matters.
- Alick is expected to be here until the middle of September. Our new Company name will be Wolf Creek Resort Developments Inc.
- Alick wants to proceed with the first twenty homes to start the investment, he has them presold in Beijing. This would intern trigger the partnership and investment into the current company.
- How the funding will be processed will be disclosed upon his arrival..
- The proposed timeline is based on certain parameters like pre-sales of units, this could vary and could take longer, however first twenty are done and would take current needs in regards to secured debt repayment.

there is no guarantee on timeline with the Chinese, my experience with them is that they will honor the agreement but on their own Timeline.

Though I am going to play this out to the end I do have a backup plan that I have been working with a commercial realestate company(Royal LePage Benchmark)

out of Calgary, he is well connected on the investment end and is working with some interested parties to invest in my project. As you know my golf business is not worth a lot as is but the land has good value for future commercial & resort development because of location. The McNall land across the road was negotiated at \$8,000,000 for 300 acres which is the going rate for commercial located on an overpass on Highway 2 in our area. I have a side agreement with the McNall family that if our Chinese deal is to slow we can pursue this process together with other investors to complete commercial side. This would still leave the Chinese in to invest in anchor properties.

Ryan

Ryan Vold

Director Of Golf
RR#3 Site 10 Box 5
Ponoka, Alberta, Canada T4J 1R3
Toll free:1-866-783-6050
cell: 403-357-4445
ryan@wolfcreekgolf.com
www.wolfcreekgolf.com



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Wolf Creek
Resort Developments Ltd.

COMMERCIAL DEVELOPMENT COMPARISONS & CONCEPTS



Blackfalds QE2

FOR SALE

HWY 2 & HWY S97, W. BLACKFALDS, AB

SOUTH ASPELUND INDUSTRIAL PARK - SERVICED LOTS AVAILABLE



PROPERTY DETAILS

- New fully serviced industrial lots available in South Aspelund Industrial Park
- Great accessibility from QE 2 Hwy
- Just off QE 2 Hwy ramps on Aspelund Road west of Blackfalds
- Only 8 km from north end of Red Deer
- Lots will be fully serviced with municipal water, sewer, Gas and Power
- Lots available for sale pending subdivision completion
- Environmental & Geotech reports available

Legal: 4;27;39;21;NW
 Zoning: Business Industrial
 Size: from 5.02' acres
 Services: Full
 Location: West of QE 2 Hwy, near Blackfalds
 Price: From \$250,000/acre

FROM \$250,000 PER ACRE

Updated November 12, 2015

12201, 5712 - 48 Street
 Red Deer | AB | T4P 1C2
 P: (403) 343 - 3023
 F: (403) 343 - 6490
salomonscommercial.com | 1-800-343-3023



Details

Description	Size (acre)	Unit Price (\$/acre)	Price (\$)	Status
Block 1 Lot 9	5.39	-	-	SOLD
Block 1 Lot 10	5.39	-	-	SOLD
Block 1 Lot 11	5.03	-	-	SOLD
Block 1 Lot 13	5.02	\$100,000	\$1,506,000	Available
Block 1 Lot 14	5.02	\$100,000	\$1,506,000	Available
Block 1 Lot 15	9.68	\$100,000	\$2,904,000	Available
Block 1 Lot 16	6.85	\$250,000	-	SOLD
Block 1 Lot 22	17.27	-	-	SOLD
Block 2 Lot 1	13.76	\$325,000	-	Available
Block 2 Lot 2	13.76	\$325,000	-	Available

All price does not include GST

PERMITTED USES

- Auction service
- Automotive equipment and vehicle services
- Cartage and moving services
- Contractor business
- Heavy equipment sales and rental
- Heavy equipment service and repair
- Industrial, light manufacturing and processing
- Industrial training service

DISCRETIONARY USES

- Bulk fuel depot
- Crematorium
- Outdoor storage
- Recreation facilities, indoor
- Recycling depot
- Retail, major/minor
- Truck stop
- Salvage yard
- Security/operator suite



Lacombe QE#2

DETAILS

PRICES REDUCED

Lot	Size (acres)	Price / Acre	Price	Status
5	4.40	\$130,000	\$572,000	Available
6	3.05	-	-	Available
16	3.04	\$120,000	\$364,800	Available
17	5.26	\$120,000	\$631,200	Available

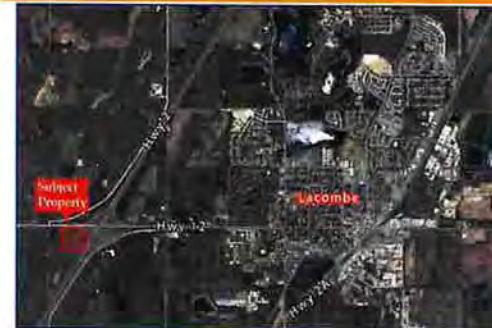


This information herein was obtained from sources reliable and is believed to be true; it has not been verified and as such cannot be warranted nor form any part of any future contract. The offering may be withdrawn without notice.



FOR SALE

HWY 2 & HWY 12, WILDROSE COMMERCIAL PARK, LACOMBE COUNTY, AB



DETAILS:

Legal: Lot 5, 16 617, Block 1, Plan 102 3182
 Location: Southwest corner of the intersection of Hwy 2 and Hwy 12
 Zoning: HC - Highway Commercial District
 Services: Gas and power to be installed

Updated May 5, 2015

DWY 5812 - 48 Acres
 Red Deer AB T4N 1Z1
 P 403.843.1004
 F 403.843.1040
 www.salomonscommercial.com

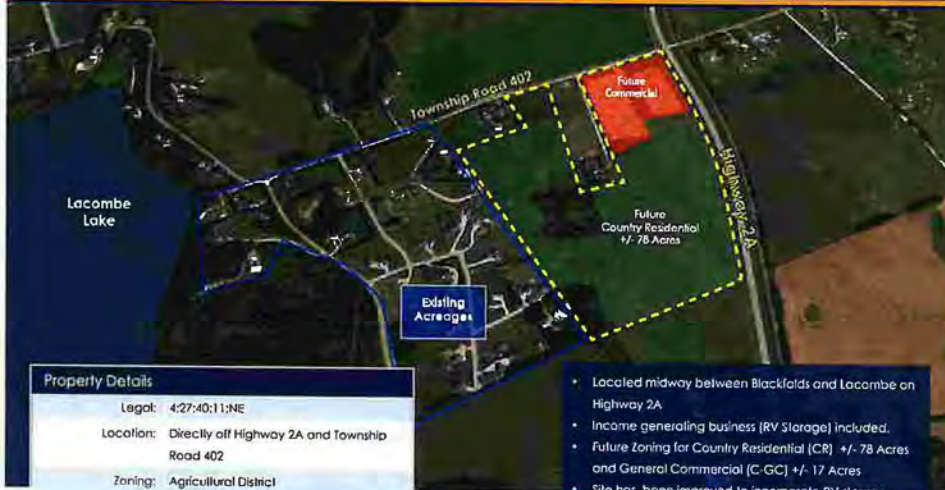


Lacombe 2A

FOR SALE

Highway 2A, Lacombe County, Alberta

D201, 5212 - 48 Street
Red Deer | AB | T4N 7C5
P: (403) 343-3023
F: (403) 343-6490
salomonscommercial.com



Property Details

Legal: 4:27:40:11;NE
Location: Directly off Highway 2A and Township Road 402
Zoning: Agricultural District
Site Size: 94.87 Acres
Sale Price: \$2,750,000
Taxes: \$3,380 (2016)

- Located midway between Blackfalds and Lacombe on Highway 2A
- Income generating business (RV Storage) included.
- Future Zoning for Country Residential (CR) +/- 78 Acres and General Commercial (C, GC) +/- 17 Acres
- Site has been improved to incorporate RV storage facility and access to accommodate potential residential acreages
- Power on front portion of RV storage site
- Well on NW corner of East lot

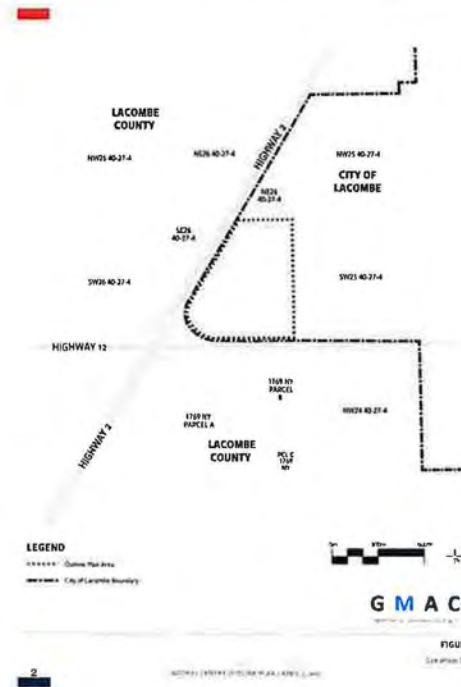
Updated May 24, 2017

Location

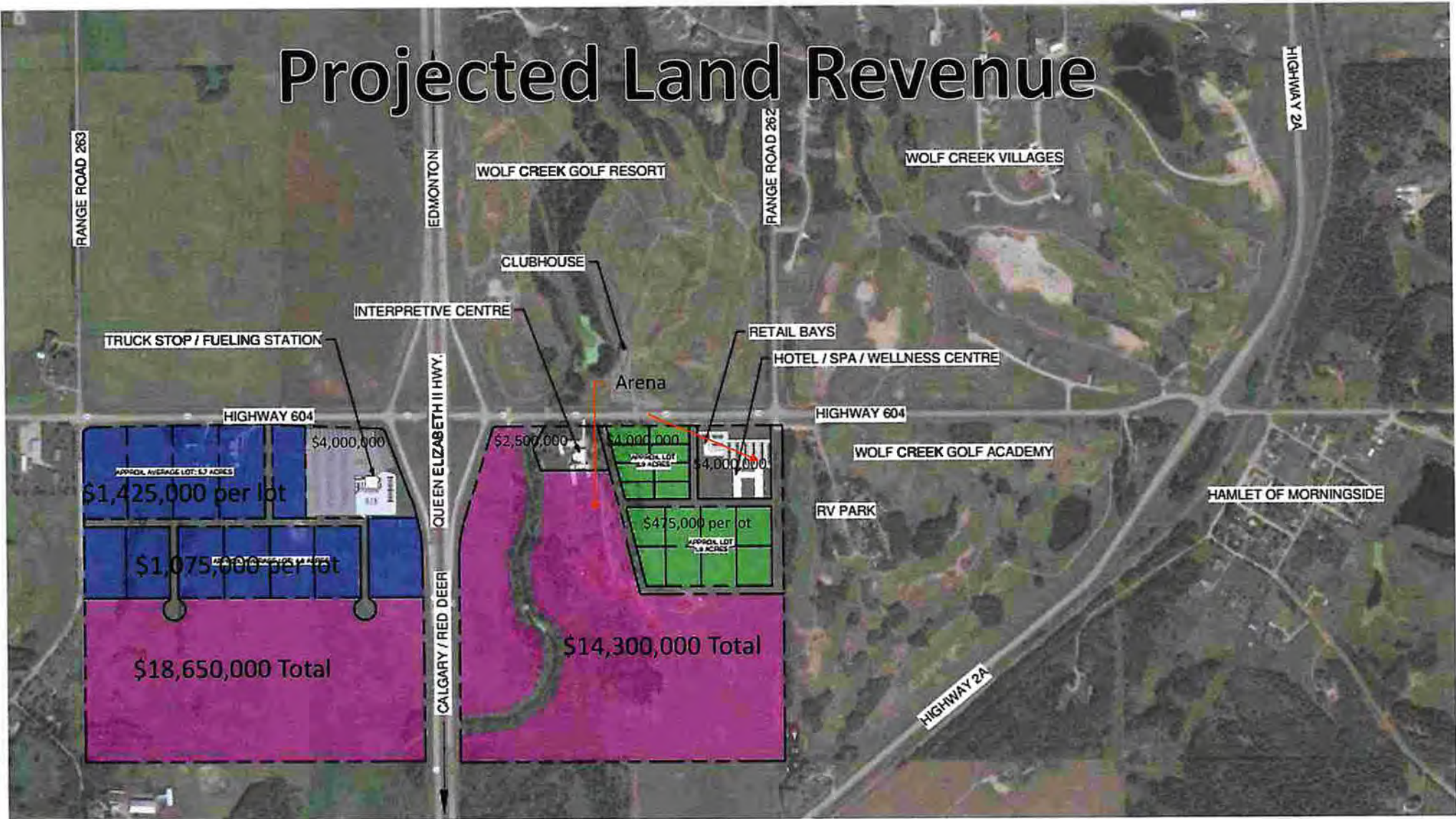


This information herein was obtained from sources reliable and is believed to be true; it has not been verified and as such cannot be warranted nor form any part of any future contract. The offering may be withdrawn without notice.

Lacombe QE#2



Projected Land Revenue



Resort Anchor Properties



Concepts Resort Side



GLOBAL WELLNESS INSTITUTE™

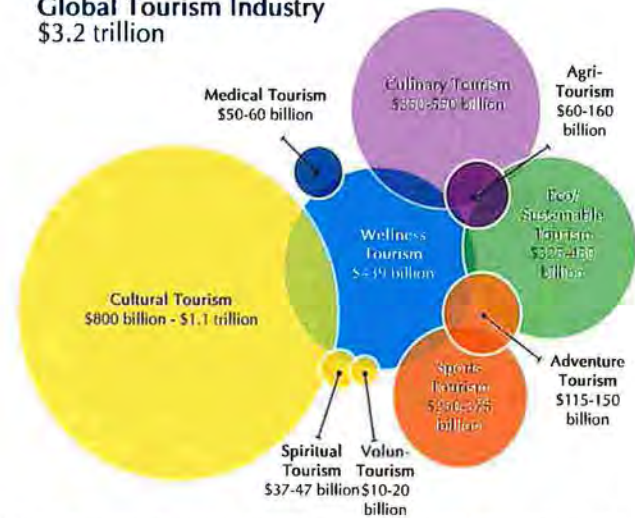


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GLOBAL WELLNESS INSTITUTE™

Global Tourism Industry \$3.2 trillion



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Concepts Commercial side



Data Center

- Alberta super net access from QE
- Located on corridor for easy access



Clean Tech

- New Clean tech business Park
- Build Leeds sustainable buildings to sublet to clean tech companies



Charging stations

- This can be added in addition to traditional travel centers for fuel
- Super charger station that is revenue producing for electric vehicles



Truck Wash and Lube

- Truck wash facility
- Lube availability with franchise company



Commercial fleet Inspection Centers

- Truck and trailer inspection and repair center
- Could have have highway towing service as well (AMA certified).

GUARANTEE

TO: 1224512 ALBERTA LTD. (the "Lender")
FROM: WOLF CREEK GOLF RESORT LTD. (the "Guarantor")
RE: INDEBTEDNESS OF WOLF CREEK VILLAGE LTD. (the "Borrower")

As of January 1st, 2019, the Borrower is indebted to the Lender in the amount of \$3,075,697.50, including principle of \$2,388,518.04 and the balance being interest. In consideration of the forbearance of the Lender to call in the loan, the Guarantor has agreed to guarantee payment of the above amounts to the Lender, and in addition, to grant a Mortgage in support of the Guarantee to the Lender on the following described lands:

SEE ATTACHED SCHEDULE "A"

The Loan to the Lender is as set out on the attached copy of a Loan Agreement dated the 10th day of February, 2015, and attached hereto as Schedule "B".

The Guarantor does hereby unconditionally guarantee the debts and obligations of the Borrower to the Lender.

DATED effective this 1st day of January, 2019.

This is Exhibit J referred to in the Affidavit of

Rod Schmidt
Sworn before me this 31 day
Of August A.D., 20 23

A Notary Public, A Commissioner for Oaths
in and for Alberta

CARLY TORONCHUK
Barrister & Solicitor

WOLF CREEK GOLF RESORT LTD.

Per: [Signature]
Name: Ryan Vold
Title:

SCHEDULE "A"

Parcel One:

PLAN 0628446
BLOCK A
LOT 1
CONTAINING 76.5 HECTARES (189.04 ACRES) MORE OR LESS
EXCEPTING THEREOUT:

	HECTARES	(ACRES)	MORE OR LESS
A) PLAN 0740337 SUBDIVISION	6.92	17.10	
B) PLAN 0823398 SUBDIVISION	7.63	18.85	
C) PLAN 1420102 ROAD	1.309	3.23	

EXCEPTING THEREOUT ALL MINES AND MINERALS

Parcel Two:

MERIDIAN 4 RANGE 26 TOWNSHIP 41
SECTION 35
ALL THAT PORTION OF THE NORTH WEST QUARTER
WHICH LIES NORTH WEST OF THE NORTH WESTERLY LIMTT OF THE ROAD
AS SHOWN ON ROAD PLAN 4159 EU
CONTAINING 48 HECTARES (118.5 ACRES) MORE OR LESS
EXCEPTING THEREOUT:

	HECTARES	(ACRES)	MORE OR LESS
A) PLAN 1420102 ROAD	0.513	1.27	

EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME

Parcel Three:

MERIDIAN 4 RANGE 26 TOWNSHIP 42
SECTION 3
QUARTER SOUTH EAST
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS
EXCEPTING THEREOUT:

	HECTARES	(ACRES)	MORE OR LESS
A) PLAN 4300LZ ROAD	7.14	17.64	
B) PLAN 5777LZ ROAD	0.417	1.03	
C) PLAN 1420102 ROAD	0.345	0.85	

EXCEPTING THEREOUT ALL MINES AND MINERALS

SCHEDULE "B"

Loan Agreement

BETWEEN:

1224512 Alberta Ltd.
of RR 3, Site 10, Box 26
Ponoka, Alberta T4J 1R3
(herein called the "Lender")

-and-

Wolf Creek Village Ltd.
of RR 3, Site 10, Box 5
Ponoka, Alberta T4J 1R3
(herein called the "Borrower")

-and-

Ryan Vold
of RR 3, Site 10, Box 5
Ponoka, Alberta T4J 1R3
(herein called the "Guarantor")

Whereas:

- A. The Borrower granted a mortgage to the Lender in the principal sum of \$1,750,000.00 in January, 2010 (the "Old Mortgage");
- B. The term of the Old Mortgage has expired December 31, 2014.
- C. The parties agree that the Borrower is in arrears on the Old Mortgage in the amount of \$182,907.32 as at December 31, 2014 (the "Arrears");
- D. The parties intend to enter a new mortgage agreement in the form attached as Schedule "A" hereto to be registered with an expiry date of December 31, 2015 (the New Mortgage);
- E. The New Mortgage adds to the principal sum an amount equal to the amount of the arrears in arriving at the new principal amount of \$2,388,518.04;
- F. The Lender has requested that the New Mortgage be personally guaranteed by Ryan Vold in consideration of the Lender not calling in the loan;

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, and for other good and valuable consideration, the parties hereto agree as follows:

1 Monthly Payments

- 1.1 Interest will commence on the New Mortgage amount of \$2,388,518.04 at the rate of eight (8%) per cent per annum, calculated half yearly not in advance, commencing January 1, 2015, and on the 1st day of each month thereafter. The first two payments for February 1st, 2015 and March 1st, 2015, may be deferred by the Borrower to April 1, 2015.
- 1.2 Notwithstanding section 1 of the New Mortgage:
 - 1.2.1 The Borrower discloses and the Lender acknowledges that the Borrower's ability to pay monthly installments of interest increases and decreases based upon the seasonality of the related golf course business. The Borrower anticipates that in the golf course's low season the Borrower may make monthly payments less than the full amount owing under the New Mortgage, and in the golf course's high season the Borrower may make monthly payments greater than the full amount owing under the New Mortgage; and

1.2.2 the Borrower acknowledges that notwithstanding the immediately preceding paragraph, nothing obliges the Lender to be satisfied with any payment less than the full amount then owing.

2. Costs of Sale

2.1 The Borrower discloses and the Lender acknowledges that in marketing the lots for sale the Borrower has retained and from time to time will retain real estate agents who are entitled to a reasonable real estate fee for marketing the lots for sale:

2.1.1 The real estate agents involved in such lot sales will have rights to encumber the lots sold until they are paid all amounts owing to them. The Borrower is responsible to pay all amounts justifiably owing by the Borrower to such real estate agents so that they have no justifiable basis upon which to register claims against the lot on account of claims against the Borrower. The Lender will therefore be entitled to the net sale proceeds after real estate fees and legal fees on the sale are paid.

3. As consideration for the extension of the above loan, Ryan Vold, as the major shareholder of the Borrower, has agreed to grant a personal guarantee of the Borrower's obligations to the Lender as set out in the New Mortgage. Ryan Vold will sign hereunder as Guarantor and a Certificate of Notary Public under the Guarantees Acknowledge Act for Alberta will be completed and attached hereto.

4. In the event of a conflict between the provisions of this Loan Agreement and the New Mortgage, this Loan Agreement will prevail.

IN WITNESS WHEREOF the parties hereto have hereunto executed these presents the 10 day of FEBRUARY, 2015.

Wolf Creek Village Ltd
Per: [Signature]
Name: _____
Title: _____

[Signature]
Witness as to the Signature
Ryan Vold

1224512 Alberta Ltd
Per: [Signature]
Name: Robert Schmidt
Title: President

[Signature]
Ryan Vold

GUARANTEES ACKNOWLEDGMENT ACT

CERTIFICATE OF NOTARY PUBLIC

I HEREBY CERTIFY THAT:

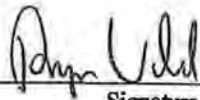
1. **RYAN VOLD**, the guarantor in the Loan Agreement dated FEBRUARY 10, 2015, made between 1224512 ALBERTA LTD. AND WOLF CREEK VILLAGE LTD. AND **RYAN VOLD**, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he had executed the Loan Agreement.
2. I satisfied myself by examination of him that he is aware of the contents of the Loan Agreement and understands it.

GIVEN at Lacombe, this 10 day of FEBRUARY, 2015 under my hand and seal of office.



STATEMENT OF GUARANTOR

I am the person named in this certificate.



Signature of Guarantor
RYAN VOLD

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

Wolf Creek Village Ltd., of RR 3, Site 10, Box 5, Ponoka, Alberta T4J 1R3 (herein called the "Mortgagor") being registered as owner of an estate in fee simple in all and singular those parcels of land situate in the Province of Alberta, Canada, and as described in Schedule "A" hereto together with the benefits and advantages of all easements, franchises and privileges now or hereafter appurtenant or appertaining thereto (hereinafter sometimes called the "said lands" or the "mortgaged premises") in consideration of the sum of --- TWO MILLION THREE HUNDRED EIGHTY EIGHT THOUSAND FIVE HUNDRED SEVENTY EIGHT ---4/100 (\$2,388,578.04) DOLLARS (hereinafter referred to as the "principal sum") lent to the Mortgagor by 1224512 Alberta Ltd., with an office at RR 3, Site 10, Box 26, Ponoka, Alberta T4J 1R3, (hereinafter called the "Mortgagee"), the receipt of which sum the Mortgagor hereby acknowledges, COVENANTS AND AGREES with the Mortgagee that:

REPAYMENT

1. The Mortgagor will pay to the Mortgagee the principal sum in lawful money of Canada, at the Mortgagee's address, or at such other place as may be designated by the Mortgagee, with interest at the rate of EIGHT per cent (8%) per annum, calculated half-yearly not in advance as well after as before maturity until the principal sum and interest and all other money payable under this mortgage shall be fully paid as follows:

- (a) interest at the aforesaid rate on the principal sum shall become due and be paid monthly commencing February 1, 2015, and on the first day of each month of the term thereafter; and
- (b) the principal sum together with interest thereon at the aforesaid rate shall become due and be paid on the Maturity Date, being December 31, 2015 (the "Maturity Date"). Said payment shall be applied firstly in payment of interest, secondly in payment of all other charges due under this mortgage, and thirdly in reduction of the principal sum.

PREPAYMENT PRIVILEGES

2. The Mortgagor may prepay the principal amount of the mortgage, in full or in part, at any time and from time to time without notice, bonus or penalty.

CHARGE

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

SHORT COVENANTS

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

This is Exhibit K referred to in the Affidavit of

Rod Schmidt

Sworn before me this 31 day

Of August A.D., 2023

A Notary Public, A Commissioner for Oaths
in and for Alberta

CARLY TORONCHUK
Barrister & Solicitor

TAXES, LIENS, ENCUMBRANCES, ETC.

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

MISCELLANEOUS COVENANTS

6. The Mortgagee further covenants and agrees with the Mortgagee that:

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

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

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

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

(e) if the Mortgagor be a corporation, it hereby waives the provisions of Sections 40 and 41 of the *Law of Property Act*, Revised Statutes fo Alberta 2000, Chapter L-7 and all the amendments thereto and all the amendments made subsequent hereto, and all substitutions thereof;

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

7. The Mortgagee acknowledges that the Mortgagor may from time to time sell a parcel or parcels of the mortgaged premises (the "Redeemed Parcel") and that the Mortgagor may give the purchasers of that Redeemed Parcel title clear of this Mortgage, all pursuant to the provisions of this section. For the purposes of this section, the Mortgagor shall receive the net sale proceeds of the sale of a Redeemed Parcel, less any brokerage fees, commissions and costs and also less legal costs and expenses in trust, and the said net sale proceeds so calculated shall be paid to the Mortgagee (the "Redemption Amount"). The Mortgagor may redeem the Redeemed Parcel from the Mortgage by paying or having the purchaser pay the Redemption Amount into a lawyer's trust account, to the credit of the Mortgagee. Upon payment to the Mortgagee of the Redemption Amount, the Mortgagee shall prepare a discharge of this Mortgage as it is registered against the Redeemed Parcel, as contemplated at s. 8 of this Mortgage. It is agreed that notwithstanding any such release of the Redeemed Parcel, the balance of the said lands, securities and covenants

remaining unreleased shall stand charged with the whole or the remaining moneys hereby secured.

DISCHARGE

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

The undersigned Mortgagor acknowledges having received a true copy of this mortgage.

IN WITNESS WHEREOF, the parties have executed this agreement the 10 day of FEBRUARY, 2015.

Wolf Creek Village
Per:
Name:
Title:



**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

192028440

ORDER NUMBER: 46139595

This is Exhibit L referred to in the Affidavit of

Rod Schmidt

Sworn before me this 31 day

Of August A.D., 20 23

A Notary Public, A Commissioner for Oaths
in and for Alberta


CARLY TORONCHUK
Barrister & Solicitor

ADVISORY

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LAND MORTGAGE
COLLATERAL TO GUARANTEE

WOLF CREEK GOLF RESORT LTD. at **BOX 1378, PONOKA, ALBERTA T0C 2H0** (the "Mortgagor") has executed and delivered to **1224512 ALBERTA LTD.** at **RR 3, SITE 10, BOX 26, PONOKA, ALBERTA T4J 1R3**, (the "Mortgagee") a guarantee (the "Guarantee") in relation to the indebtedness and liability to the Mortgagee of **WOLF CREEK VILLAGE LTD.** at **RR 3, SITE 10, BOX 5, PONOKA, ALBERTA T4J 1R3** (the "Borrower").

As collateral security for the payment by the Mortgagor of any sums required to be paid and the performance of any covenants and obligations of the Borrower to be performed from time to time pursuant to the Guarantee or any other guarantees or agreements referred to herein, the Mortgagor has agreed to execute and deliver this mortgage.

The Mortgagor, being or being entitled to become registered as owner of an estate in fee simple possession, subject however to such encumbrances, liens and interests as are notified on the Certificate of Title therefor, in those lands located in the Province of Alberta and described as follows (or as described in Schedule "A" attached hereto):

SEE ATTACHED SCHEDULE "A"

(which, with the buildings and improvements located thereon, are collectively called the "Lands"), in consideration of the premises, COVENANTS with the Mortgagee as follows:

1. PAYMENT

The Mortgagor hereby acknowledges that the Mortgagor is obligated to pay to the Mortgagee the debts and liabilities of the Borrower to the Mortgagee from time to time in accordance with the Guarantee and all other guarantees and agreements referred to herein (including principal, interest, costs and all other sums which the Mortgagor may become liable to pay to the Mortgagee pursuant thereto, all of which are herein collectively called the "Indebtedness"), and which presently total with interest the sum of \$3,075,697.50, as of January 1st, 2019.

2. AMOUNT SECURED

For the purposes of the Land Titles Act of Alberta (the "Act", which term includes all amendments and substituted legislation from time to time in effect), the amount secured by this mortgage is: (a) the principal sum of \$2,388,518.04, plus (b) interest (the "Interest Rate") thereon, before and after maturity, default and judgment, until paid, computed at a rate equal to 8% per annum with interest on overdue interest at the same rate, together with (c) all further monies which may become payable pursuant to the terms of this mortgage and interest thereon as herein provided.

3. NO MERGER

The taking of a judgment or judgments under any of the covenants contained in this mortgage, in the Guarantee, or in any other security for payment of the Indebtedness will not operate as a merger of such covenants or of the Mortgagee's security by way of a charge against the Lands or affect the Mortgagee's right to interest hereunder at the Interest Rate.

4. TAXES, CLAIMS AND COSTS

- (a) The Mortgagor will pay all taxes, rates, levies, assessments and impositions of the municipality or any other taxing authority which are now or may hereafter be levied, charged, assessed, imposed or payable against or in respect of the Lands, or any part thereof, or on this mortgage or on the Mortgagee in respect of this mortgage, when the same become due, and will provide the Mortgagee with the receipts therefor.
- (b) The Mortgagor will pay and discharge when due all claims of and obligations to labourers, builders, material suppliers and others and all other claims, debts and obligations which by the law of Canada or of the Province of Alberta have or might have priority over the security hereby created, and will provide the Mortgagee with the receipts therefor.

- (c) If the Mortgagor fails to pay when due any of the items required to be paid by the Mortgagor pursuant to any provision of this mortgage, the Mortgagee may, but will not be obligated to, pay such items.
- (d) If the Mortgagor fails to repair as provided by this mortgage, the Mortgagee may, but will not be obligated to, at such time or times as it deems necessary and without the concurrence of any other person, make arrangements for maintaining, restoring, repairing, finishing, adding to, or putting in order the Lands, and for managing, improving, and taking care of them.
- (e) All solicitor's, inspector's, valuator's, surveyor's and other fees and expenses for drawing and registering this mortgage, for examining the Lands and the title thereto, and for making or maintaining this mortgage a first charge, or if approved by the Mortgagee, a subsequent charge, on the Lands, and in exercising or enforcing or attempting to enforce or in pursuance of any right, power, remedy or purpose hereunder or subsisting (including legal costs as between a solicitor and his own client on a full indemnity basis and also an allowance for the time, work and expenses of the Mortgagee or of any agent, solicitor or servant of the Mortgagee for any purpose herein provided), together with all sums which the Mortgagee from time to time advances, expends or incurs pursuant to any provision contained in this mortgage, whether such sums are advanced or incurred with the knowledge, consent, concurrence or acquiescence of the Mortgagor or otherwise, are to be secured hereby and will be a charge on the Lands, together with interest thereon at the Interest Rate calculated from the date of advance or expenditure by the Mortgagee to the date of payment to the Mortgagee. All such monies will be payable to the Mortgagee on demand.

5. INSURANCE

- (a) The Mortgagor will immediately insure and keep insured during the continuance of this security the Lands to their full insurable value, with insurers approved by the Mortgagee, against loss or damage by fire, lightning, explosion, smoke, impact by aircraft or land vehicle, riot, windstorm, hail, and such other risks as the Mortgagee may require. The Mortgagor will also obtain such other insurance, of kinds and in amounts required by the Mortgagee (including but not limited to business interruption or rental loss insurance if appropriate). The Mortgagor will not do or permit anything which might impair, reduce or void such insurance.
- (b) The Mortgagor will deliver to the Mortgagee the policy or policies of insurance with a mortgage clause attached, any loss thereunder to be payable to the Mortgagee as a second charge.
- (c) The Mortgagor will pay all premiums and sums of money necessary for such purpose as the same become due and, if requested by the Mortgagee, will immediately after payment deliver to the Mortgagee the receipts therefor. Evidence of the renewal of such insurance will, if requested by the Mortgagee, be provided to the Mortgagee at least seven business days before the insurance then existing expires; otherwise the Mortgagee may insure as herein provided.
- (d) If there is loss or damage from any of the risks insured against, the Mortgagor will furnish proof of loss at its own expense and do all necessary acts to enable the Mortgagee to obtain payment of the insurance monies and in respect of any such insurance monies received by the Mortgagee the Mortgagee may at its option:
 - (i) apply the same in or towards substantially rebuilding, reinstating or repairing the Lands; or
 - (ii) apply the same in the manner set forth in paragraph 19(c) hereof; or
 - (iii) pay the same in whole or in part to the Mortgagor, but no such payment will operate as payment or a novation of the Mortgagor's indebtedness hereunder or as a reduction of this Mortgage; or
 - (iv) apply the same partly in one way and partly in another as the Mortgagee in its sole discretion determines.
- (e) The Mortgagor hereby constitutes and appoints the Mortgagee as its attorney for the purpose of demanding, recovering and receiving payment of all insurance monies to which it may become entitled. Without limiting the generality of the foregoing, the Mortgagee may, in the name of the Mortgagor, file proofs of claim with any insurer who insures the Lands, settle or compromise any claim for insurance proceeds in respect of the Lands, commence and prosecute any action for recovery of insurance proceeds in

respect of the Lands, and settle or compromise any such action. Notwithstanding the foregoing, it will remain the Mortgagor's responsibility to demand, recover and receive such payments and nothing herein will render the Mortgagee liable to the Mortgagor for any act done by it in pursuance of the power of attorney granted in this paragraph 5(e) or for its failure to do any act or take any step permitted herein.

- (f) Pending application of any insurance monies by the Mortgagee, the same will be deemed to form part of the Lands and be subject to the charge hereby created.
- (g) If the Mortgagor neglects to keep the Lands or any part of them insured as aforesaid or to pay the said premiums and sums of money necessary for such purpose or to deliver the policy or policies or receipts as aforesaid then the Mortgagee will be entitled, but will not be obliged, to insure the Lands in the manner aforesaid.

6. IMPROVEMENTS TO BE FIXTURES

All improvements, fixed or otherwise, now on or hereafter put on the Lands (including but not limited to all buildings, mobile homes, machinery, plant, fences, furnaces, boilers, water heaters, heating, plumbing, air conditioning, cooking, refrigerating, ventilating, lighting and water-heating equipment, window blinds, storm windows, storm doors, window screens and screen doors, and all apparatus and equipment appurtenant thereto, whether movable or stationary, with the proper, usual and necessary gears, construction and appliances) are and will, in addition to other fixtures thereon, be and become fixtures and become part of the realty and of the security and are included in the expression the "Lands".

7. USE OF THE LANDS

- (a) The Mortgagor will not commit or permit any act of waste on the Lands or any portion thereof or do or permit anything which might impair the value thereof.
- (b) The Mortgagor will at all times during the continuance of this mortgage well and sufficiently repair, maintain, restore, amend and keep the Lands and every part thereof in good and substantial repair.
- (c) The Mortgagee by its agents, solicitors or inspectors may enter upon the Lands or any part thereof at any reasonable time to view their state of repair.
- (d) If in the opinion of the Mortgagee the Lands or any part thereof are not in a proper state of repair it may serve notice upon the Mortgagor to make such repairs or replacements as the Mortgagee deems proper within a time limited by such notice. If the Mortgagor fails to comply with such notice such failure will constitute a breach of covenant hereunder and in such event the Mortgagee or its agents, employees or contractors may enter upon the Lands and proceed to repair as provided in this mortgage and will have all the remedies set forth herein.
- (e) The Mortgagor will not make, or permit to be made, any alterations or additions to the Lands, or change their present use thereof, without the consent of the Mortgagee.
- (f) If the Mortgagor rents out all or any portion of the Lands, the Mortgagor will faithfully perform any landlord's covenants which it may have undertaken or which it may hereafter undertake as landlord under any such leases and will neither do, neglect to do, nor permit to be done, anything (other than pursuing the enforcement of the terms of such leases in accordance with the terms thereof) which may cause a material modification or termination of any such leases or which may diminish the value of any leases, the rents provided for therein, or the interest of the Mortgagor or Mortgagee herein. The Mortgagor will not assign its interest in any such leases. The Mortgagor will give the Mortgagee immediate notice of any material default or notice of cancellation under any such leases.
- (g) In its ownership, operation and management of the Lands, the Mortgagor will observe and comply with all applicable federal, provincial and municipal by-laws, statutes, ordinances, regulations, orders and restrictions including but not limited to all health, fire safety and land use by-laws and all building codes affecting the Lands.
- (h) In this mortgage:
 - (i) "environment" includes the Lands and surroundings;

- (ii) "pollutant" means any substance, class of substances, mixture of substances, form of energy or combination thereof that is capable of entering the environment in a quantity or concentration or under condition that may cause an immediate or long term adverse effect, and includes anything defined as a hazardous substance, hazardous waste, toxic substance, dangerous goods, hazardous chemical, contaminant, or agricultural chemical under any federal, provincial or municipal laws or by-laws now or hereafter in force;
- (iii) "release" includes the noun or verb form of spill, discharge, spray, inject, abandon, deposit, leak, seep, pour, emit, empty, throw, dump, place, exhaust and words of like or similar meaning.

Neither the Mortgagor, nor, to the knowledge of the Mortgagor after diligent inquiry and investigation, any other person, has ever caused or permitted any pollutant to be placed, handled, stored or disposed of on, under or at the Lands, or on, under or at adjacent lands, except as disclosed to the Mortgagee in writing. The Mortgagor will not allow any pollutant to be placed, handled, stored or disposed of on, under or at the Lands without the prior written consent of the Mortgagee, which consent may be arbitrarily or unreasonably withheld. In the event of a release, the Mortgagor will promptly take any and all necessary remedial action; provided, however, that the Mortgagor will not, without the Mortgagee's prior written consent, take any such remedial action nor enter into any settlement agreement, consent decree, or other compromise in respect of any related claims, proceedings, lawsuits or action commenced or threatened pursuant to any environmental, health or safety laws or in connection with any third party, if such remedial action, settlement, consent or compromise might impair the value of the Mortgagee's security hereunder. The Mortgagee's prior consent will not, however, be necessary if the release either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not possible to obtain the Mortgagee's consent prior to undertaking such action. If the Mortgagor undertakes any remedial action the Mortgagor will immediately notify the Mortgagee of any such remedial action in compliance with all applicable federal, provincial and municipal laws and by-laws, and in accordance with the orders and directives of all federal, provincial and municipal governmental authorities, to the satisfaction of the Mortgagee.

- (i) The Mortgagor agrees to defend, indemnify, and hold the Mortgagee harmless from and against any and all claims, losses, liabilities, damages and expenses (including, without limitation, legal costs as between a solicitor and his own client on a full indemnity basis, including those arising by reason of any of the aforesaid or an action under this indemnity) arising directly or indirectly from, out of or by reason of any release, environmental complaint, or any environmental health, fire, safety, and land use law governing the Mortgagor, its operations or the Lands. This indemnity will apply notwithstanding any negligent or other contributory conduct by or on the part of the Mortgagee or any one or more other parties or third parties and will survive the payment of and the satisfaction of this mortgage.

8. COVENANTS UNDER THE LAND TITLES ACT

- (a) The Mortgagor has a good title to the Lands;
- (b) The Mortgagor has the right to mortgage the Lands;
- (c) On default the Mortgagee will have quiet possession of the Lands;
- (d) The Lands are free from all encumbrances except as noted on the Certificate of Title thereto;
- (e) The Mortgagor will execute such further assurances of the Lands as may be required by the Mortgagee; and
- (f) The Mortgagor has done no act to encumber the Lands except as noted on the Certificate of Title thereto.

9. DEFAULT AND ACCELERATION

The security of this mortgage will, at the option of the Mortgagee, immediately become enforceable and may be enforced without the requirement of any or any further notice from the Mortgagee to the Mortgagor, in each of the following events, each of which shall constitute an event of default:

- (a) if the Mortgagor defaults in payment or in the observance or performance of any obligation, covenant or liability of the Mortgagor to the Mortgagee, whether contained herein, in the Guarantee, or in another security or agreement executed and delivered by the Mortgagor to the Mortgagee, and, except as otherwise expressly provided, such default continues for more than seven days following written notice from the Mortgagee to pay or to otherwise remedy the same;
- (b) if any warranty, representation or statement made or furnished to the Mortgagee by or on behalf of the Mortgagor in respect of the Lands or the Mortgagor proves to have been false or misleading in any material respect when made or furnished;
- (c) if the Lands are capable of generating income and there is loss or damage to the Lands or any part thereof which materially adversely affects their income-generating ability thereof in the reasonable opinion of the Mortgagee, and such loss or damage cannot be repaired or replaced so as to re-establish the income-generating ability of the Lands within a reasonable time and in any case within 90 days following such loss or damage;
- (d) if there is a seizure or attachment to or on the Lands;
- (e) if any charge or encumbrance created or issued by the Mortgagor becomes enforceable and any step is taken to enforce the same;
- (f) if an order is made, an effective resolution passed or an application is filed for the winding up of the Mortgagor, or a receiver of the Mortgagor or the Lands is appointed;
- (g) if the Mortgagor becomes insolvent, makes a general assignment for the benefit of its creditors or otherwise acknowledges insolvency, or a bankruptcy application or bankruptcy order is filed or made against the Mortgagor;
- (h) if the Mortgagor ceases or threatens to cease to carry on its business, makes a bulk sale of its assets or commits or threatens to commit any act of bankruptcy;
- (i) if any other mortgagee, encumbrancee or other party having a charge on the Lands commences proceedings to enforce its rights or security in such mortgage, encumbrance or charge or takes steps to collect all or any of the income generated from the Lands, or any part thereof;
- (j) if the Mortgagor grants or attempts to grant any form of security to any person other than the Mortgagee ranking or purporting to rank in priority to or equally with the security held by the Mortgagee on the Lands;
- (k) if the Mortgagor abandons the Lands or any part thereof;
- (l) if the Mortgagor operates a business on the Lands and fails to maintain and operate such business as a going concern in a prudent and businesslike manner to the reasonable satisfaction of the Mortgagee; or
- (m) if for any other reason the Mortgagee determines that its security under this mortgage is in jeopardy.

10. POWER OF ATTORNEY

Upon the occurrence of an event of default pursuant to paragraph 9, the following power of attorney will take effect: the Mortgagor hereby irrevocably appoints the Mortgagee, or such person or corporation as may be designated by the Mortgagee, as attorney on behalf of the Mortgagor to sell, lease, mortgage or otherwise dispose of or encumber the Lands or any part thereof, and to execute all instruments and do all acts, matters and things that may be necessary or convenient for carrying out the powers hereby given and for the recovery of all sums of money owing for or in respect of the Lands or any part thereof, and for the enforcement of all contracts and covenants in respect of the Lands or any part thereof, and for the taking and maintaining of possession of and the protection and preservation of the Lands or any part thereof.

11. RIGHT TO SEIZE

If the Mortgagor defaults in performing or fulfilling any of the covenants set forth in this mortgage it will be lawful, for, and the Mortgagor hereby grants full power and license to, the Mortgagee to enter, seize and distrain upon the Lands or any part thereof, and by distress warrant to recover by way of rent reserved as in the case of a demise of the Lands as much of the

principal and interest and other monies as is from time to time in arrears, together with all costs, charges and expenses attending such levy or distress as in like cases of distress for rent.

12. APPOINTMENT OF RECEIVER OR RECEIVER-MANAGER

- (a) At any time when there is default under any of the provisions of this mortgage the Mortgagee may, with or without entering into possession of the Lands or any part thereof, appoint in writing a receiver or a receiver/manager (the "Receiver") of the Lands or any part thereof and of the rents and revenues therefrom with or without security. The Mortgagee may from time to time by similar writing remove any Receiver and appoint another in its place. In making any such appointment or removal the Mortgagee will be deemed to be acting as agent or attorney for the Mortgagor. The statutory declaration of an officer of the Mortgagee as to the existence of such default will be conclusive evidence of such default. Every Receiver will be the irrevocable assignee or attorney of the Mortgagor for the collection of all rents falling due in respect of the Lands or any part of them. Every Receiver may, in the discretion of the Mortgagee and by writing under its corporate seal, be vested with all or any powers and discretions of the Mortgagee. The Mortgagee may from time to time fix the remuneration of every Receiver, who will be entitled to deduct the same from the income or proceeds of sale of the Lands. Every Receiver will, as far as concerns responsibility for his acts or omissions, be deemed the agent or attorney of the Mortgagor and in no event the agent of the Mortgagee. The appointment of every Receiver by the Mortgagee will not incur or create any liability on the part of the Mortgagee to the Receiver in any respect and such appointment or anything which may be done by the Receiver or the removal of any Receiver or the termination of any receivership will not have the effect of constituting the Mortgagee a mortgagee in possession of the Lands or any part of them. Every Receiver will from time to time have the power to rent any portion of the Lands which may become vacant for such term and subject to such provisions as it may deem advisable or expedient and in so doing every Receiver will act as the attorney or agent of the Mortgagor and will have the authority to execute under the Mortgagor's seal any lease of any such premises in the name of and on behalf of the Mortgagor. The Mortgagor undertakes to ratify and confirm whatever any Receiver may do in respect of the Lands. Every Receiver will have full power to manage, operate, amend, repair, alter or extend the Lands or any part thereof in the name of the Mortgagor for the purpose of securing the payment of rental for the Lands or any part of them. No Receiver will be liable to the Mortgagor to account for monies or damages other than cash received by it in respect of the Lands or any part thereof. Out of such cash so received every Receiver will in the following order pay:
- (i) its remuneration,
 - (ii) all payments made or incurred by it in connection with the management, operation, amendment, repair, alteration or extension of the Lands or any part of them, and
 - (iii) interest, principal and other money which may from time to time be charged upon the Lands in priority to this mortgage, and all taxes, insurance premiums and every other expenditure made or incurred by it in respect of the Lands or any part of them.
- (b) Notwithstanding the provisions of subparagraph (a) above, the Mortgagee, in addition to the right of private appointment contained therein, will have the right to apply to a court of competent jurisdiction for the appointment of a receiver or a receiver-manager, whether such application is made prior to or after the appointment of a receiver pursuant to subparagraph (a). The right to apply to a court for the appointment of a receiver or receiver-manager will be in addition to the right to appoint a receiver pursuant to subparagraph (a) and may be exercised at any time by the Mortgagee in its sole discretion.

13. DUE ON SALE

If, without the prior written consent of the Mortgagee:

- (a) the Mortgagor sells, conveys, transfers or assigns all or any part of its interest in the Lands, or
- (b) where the Mortgagor is a corporation, there is a change in the control of such corporation;

the full amount then secured by this mortgage shall, at the option of the Mortgagee, become immediately due and payable upon notice to the Mortgagor. For the purposes of this clause:

- (c) a change of control of a corporation will be deemed to occur if:
 - (i) there is a change of control in fact of the corporation within the meaning of the Income Tax Act (Canada), or
 - (ii) more than 10% of the issued shares of the corporation carrying voting rights in respect of the election of directors of the corporation become owned by a body corporate, person or group of persons other than that or those which own or owns the issued voting shares in the corporation as at the date of this mortgage; and
- (d) the giving or withholding of consent shall be solely within the Mortgagee's discretion and as a condition of consent the Mortgagee may require or impose such conditions as it sees fit, including but not limited to the requirement that any purchaser, transferee or assignee execute an assumption agreement in favour of the Mortgagee on such terms and conditions as the Mortgagee may require.

14. ASSIGNMENT OF RENTALS

As further security to the Mortgagee for repayment and performance of its other obligations as aforesaid, the Mortgagor hereby assigns, transfers and sets over to the Mortgagee all rents and other revenues from the Lands now or hereafter due or to become due, provided that:

- (a) the Mortgagor will be entitled to receive and recover such rents and other revenues until default under this mortgage;
- (b) if the Mortgagor defaults, all monies received by the Mortgagor in respect of the Lands after the default will be received by the Mortgagee in trust for the Mortgagee. Immediately after receiving such monies the Mortgagee will pay them to the Mortgagee;
- (c) the Mortgagee will have no obligation to collect any such rents or other revenues at any time and will be liable only for monies actually received;
- (d) nothing contained in this clause nor the exercise by the Mortgagee of any rights or remedies arising herefrom will place or be deemed to place the Mortgagee in possession of the Lands;
- (e) neither this assignment, nor the collection of rents pursuant to it, will be construed as a recognition or acceptance of any lease with respect to the Lands or any part thereof;
- (f) the Mortgagor will not accept any rents in excess of one monthly instalment in advance;
- (g) whenever requested by the Mortgagee the Mortgagor will assign to the Mortgagee its interest in each specific lease of the Lands or any part thereof and will execute such further specific or general assignments as may be requested by the Mortgagee from time to time; and
- (h) the Mortgagee or its agents may, but will not be obligated to, register this assignment at such registry offices as the Mortgagee in its discretion deems appropriate.

15. SUBROGATION

The Mortgagee may pay off any charges or encumbrances against the Lands and in such cases will be subrogated to the rights of, stand in the position of, and be entitled to all the equities of the person so paid off, whether the same are or are not discharged.

16. PRIOR CHARGE

If the Mortgagor defaults in the performance of any covenants, payments or conditions contained in any mortgage, lien, agreement for sale, encumbrance, interest in land or other charge or claim upon or with respect to the Lands which has or may have or which may acquire priority to this mortgage (any and all of which are herein called the "Prior Charge") then such default will constitute a default under this mortgage and the Indebtedness will, at the option of the Mortgagee, become immediately due and payable without notice or demand. The Mortgagee will be entitled but not obligated to pay any arrears or other sums payable under the Prior Charge, or to pay off all or any portion of the amount thereby secured. For the purposes of tendering any arrears or other sums payable to a holder of a Prior Charge, the Mortgagor hereby irrevocably appoints the Mortgagee its agent and irrevocably directs the Mortgagee to tender such monies upon the holder of a Prior Charge in the name of and on behalf of the Mortgagor. In this regard the Mortgagor hereby assigns to the Mortgagee its equity of redemption, if any, with respect to the Prior Charge, together with the statutory right of redemption given to the Mortgagor by the provisions of

Section 38 of the Law of Property Act, RSA 2000, c.L-17, as in force and amended from time to time. It is the intention of the parties that the Mortgagee will have the same rights and powers, but not the liabilities, as the Mortgagor under and pursuant to the terms of the Prior Charge so that the Mortgagee will be in a position to take whatever steps are necessary to bring the Prior Charge into good standing once default has occurred thereunder. This assignment is not intended to encompass the Mortgagor's entire interest in the Prior Charge, but only to the extent hereinbefore stipulated. Furthermore, nothing herein contained will create any obligation upon the Mortgagee to cure any default on behalf of the Mortgagor.

17. **PARTIAL RELEASE**

The Mortgagee may release any part of the Lands at any time at its discretion, or may release any person from this mortgage or from any of the covenants herein contained or contained in any collateral security, either with or without any consideration therefor, without responsibility therefor and without releasing any other part of the Lands, any other person or any collateral security.

18. **MORTGAGEE IN POSSESSION**

If the Mortgagee exercises any of its rights hereunder, or goes into possession of the Lands or any part thereof for any purpose under the powers conferred upon it by this mortgage or by law, it will not be deemed to be a mortgagee in possession nor responsible in any way for anything other than monies actually received by it.

19. **APPROPRIATION OF PAYMENTS**

(a) This mortgage is intended as collateral security to secure the Indebtedness and any other amounts owing under and secured hereby in accordance with the terms hereof, and will secure any ultimate balance owing. No payment by the Mortgagor will reduce the amount secured by this mortgage unless:

- (i) the Mortgagee so agrees in writing; or
- (ii) the Mortgagor's obligations to the Mortgagee do not exceed the principal sum secured as set forth in paragraph 2 of this mortgage, the Mortgagee has no obligation to advance further funds to the Mortgagor or for which the Mortgagor would be liable, and the Mortgagor advises the Mortgagee in writing that the amount paid will reduce the principal sum secured by this mortgage.

(b) Subject to clause (c) below, any amount received by the Mortgagee which reduces the gross amount secured by this mortgage will be applied in whatever manner the Mortgagee thinks fit as between principal, interest or other monies secured by this mortgage.

(c) If, prior to the Mortgagee requiring payment from the Mortgagor under the Guarantee or on account of any other obligation for which this mortgage is held as security, the Mortgagee received:

- (i) a payment from the Mortgagor which reduces the amount secured hereunder;
- (ii) insurance proceeds which are not applied to rebuild, reinstate or repair the Lands or released to the Mortgagor; or
- (iii) any monies as a result of a demand upon or realizing upon the security of this mortgage and which reduces the amount secured by this mortgage;

the Mortgagee will retain the amount received (after deduction of any appropriate costs and expenses in accordance with this mortgage) in a collateral account in substitution for this mortgage to the extent of the amount so retained, and such amount will constitute collateral security to the Mortgagee for the obligations of the Mortgagor under the Guarantee or such other obligations of the Mortgagor as are, at that time, secured by this mortgage. The Mortgagee will credit such collateral account with interest calculated at the same rate and on the same basis as if such monies were on deposit in a Pass Account with the Mortgagee.

20. **GENERAL CLAUSES**

(a) Any notice required or permitted to be given to the Mortgagor in connection with this mortgage may be delivered or mailed to it by registered mail addressed to it at its last address as shown on the records of the Mortgagee. Such notice will be conclusively deemed to have been received on the date of delivery or three business days after the date of mailing. No want of notice or publication when required by this mortgage or by any

statute, nor any impropriety or irregularity, will invalidate any sale made or purported to be made under this mortgage.

- (b) No waiver by the Mortgagee of the performance of any covenant, proviso, condition or agreement herein contained will take effect or be binding on the Mortgagee unless the same is expressed in writing by the Mortgagee or its duly authorized agent. Such waiver will not nullify such covenant, proviso, condition or agreement, affect its future enforcement or be a waiver of any subsequent breach of the same.
- (c) A default in the due observance or performance by the Mortgagor of any of its covenants contained in the Guarantee or in any promissory notes, agreements, or other securities which may now or at any time be held or taken by the Mortgagee in respect of the Indebtedness will, in addition to its usual effect, have the same effect and give rise to the same rights and remedies as a default under the terms of this mortgage. If the Mortgagee becomes entitled to take legal proceedings of any nature whatsoever against the Mortgagor in respect of this mortgage or in respect of the Guarantee or any of the said promissory notes, agreements or other securities, the Mortgagee may either concurrently with such suit, successively or otherwise, pursue any or all of its other remedies. If the Mortgagee pursues one or other of the said remedies this will not constitute an election by the Mortgagee to abandon any of the other remedies.
- (d) The lien and charge hereby created will take effect immediately on the execution of this mortgage, and will secure the full amounts referenced in paragraph 2 hereof.
- (e) If the Mortgagor is a body corporate it will maintain its separate corporate existence and do all such things as are required in order to permit it to carry on its business.
- (f) If the Mortgagor operates a business on the lands or otherwise derives revenue therefrom the Mortgagor will:
 - (i) maintain proper records and books of account with respect to the operation of its business on the Lands and the income and expenses related thereto. The Mortgagor will allow the Mortgagee's representatives at all reasonable times to inspect all such records and books of account as such representatives may deem necessary; and
 - (ii) provide to the Mortgagee such information, financial or otherwise, as to the business and affairs of the Mortgagor, in relation to the Mortgagor being able to observe and perform its obligations to the Mortgagee under this mortgage, as the Mortgagee may from time to time request.
- (g) The Mortgagor will fulfill or comply with such additional terms, conditions and covenants, if any, as are contained on Schedule "B" to this mortgage.

21. INTERPRETATION

- (a) If the context so requires, wherever the neuter is used it will include the feminine and masculine, and wherever the singular is used it will include the plural.
- (b) If there is more than one Mortgagor then all covenants and stipulations herein contained or implied will apply to and be binding upon all the Mortgagors jointly and severally; provided always, and it is expressly agreed, that all covenants, provisos, powers, privileges and licenses herein expressed or implied will be binding upon and enure to the benefit of the respective legal personal representatives, successors and assigns of the parties.
- (c) The provisions contained in any schedules to this mortgage are incorporated by reference and form a part of this mortgage as fully as if set out in the body of this mortgage. The covenants and obligations of the Mortgagor and the rights and remedies of the Mortgagee contained in this mortgage are in addition to those granted or implied by statute or otherwise imposed or granted by law.
- (d) If any provision of this mortgage is held to be invalid or unenforceable by a Court of competent jurisdiction it will be deemed to have been deleted from the mortgage and the remaining provisions of this mortgage will continue in full force and effect and be enforceable to the greatest extent permitted by law.
- (e) The headings contained in this mortgage are inserted for ease of reference only and will not be construed so as to limit or restrict the obligations of the Mortgagor or the rights and remedies of the Mortgagee herein.

- (f) In addition to the Guarantee, this mortgage may, if approved by the Mortgagor, be held by the Mortgagee as security for other obligations of the Mortgagor to the Mortgagee from time to time. In such case, neither the execution nor registration of this mortgage or any additional or other security or documentation will act as a merger of or otherwise affect the enforceability thereof or hereof. All agreements and securities now or hereafter entered into by the Mortgagor with or in favour of the Mortgagee, whether related to the within transaction or otherwise, will be in addition to and not in substitution for any agreements or securities previously granted, unless expressly provided to the contrary therein. If the Mortgagor subsequently executes a new guarantee or guarantees in favour of the Mortgagee in respect of the Borrower's indebtedness to the Mortgagee, whether in addition to the Guarantee or in substitution therefor, this mortgage will continue in full force and effect and stand as collateral security in respect of all obligations and liabilities of the Mortgagor to the Mortgagee arising pursuant to such additional guarantee or guarantees.

22. **CHARGE**

For better securing to the Mortgagee the repayment in the manner aforesaid of the said principal sum and interest and other charges and monies hereby secured, and for the due performance by the Mortgagor of all of the covenants, provisos and conditions herein expressed or implied, the Mortgagor hereby mortgages to the Mortgagee all its estate and interest in the Lands.

23. **DISCHARGE**


The Mortgagee will have a reasonable time to provide the Mortgagor with a registrable discharge of this mortgage, upon the Mortgagor becoming entitled to such discharge. All costs related to such discharge will be borne by the Mortgagor to the extent permitted by law.

IN WITNESS WHEREOF the Mortgagor has executed this mortgage on this 25 day of Jan, 2019.

SIGNED AND DELIVERED
by the Mortgagor in the presence of:

Witness: _____

WOLF CREEK GOLF RESORT, LTD.

Per: 
Name: Ryzn Vold
Title: President



AFFIDAVIT

I, _____, of the _____ of _____, in the Province of Alberta, make oath and say:

1. I am the mortgagor named in the within instrument.
2. (a) I am not married.
or
(b) Neither myself nor my spouse have resided on the within mentioned land at any time since our marriage.
or
(c) I am married to _____ being the person who executed release of dower rights registered in the Land Titles Office on _____, as instrument number _____,
or
(d) A judgement for damages was obtained against me by my spouse and registered in the Land Titles Office on _____, 20____, as instrument number _____

SWORN before me at the _____ }
of _____ }
in the Province of Alberta on this }
_____ day of _____, 20__ }
} }
} }
} }
} }
} }

A Commissioner for Oaths
in and for the Province of Alberta

My Commission Expires:

CONSENT OF SPOUSE

I, _____, being married to _____, do hereby give my consent to the disposition of our homestead, made in this instrument, and I have executed this document for the purpose of giving up my life estate and other dower rights in the property given to me by the Dower Act, RSA 2000, c.D-15 to the extent necessary to give effect to the disposition.

CERTIFICATE OF ACKNOWLEDGEMENT BY SPOUSE

1. This document was acknowledged before me by _____ apart from [HER/HIS][HUSBAND/WIFE].
2. _____ acknowledged to me that [SHE/HE]
 - (a) is aware of the nature of the disposition,
 - (b) is aware that the Dower Act, RSA 2000, c.D-15 gives [HER/HIM] a life estate in the homestead and the right to prevent disposition of the homestead by withholding consent,
 - (c) consents to the disposition for the purpose of giving up the life estate and other dower rights in the homestead given to [HIM/HER] by the Dower Act, RSA 2000, c.D-15 to the extent necessary to give effect to the said disposition,
 - (d) is executing the document freely and voluntarily without any compulsion on the part of [HER/HIS][HUSBAND/WIFE].

Dated at the _____ of _____, in the Province of Alberta on this _____ day of _____, 20__.

SWORN before me at the _____ }
 _____ of _____ }
 in the Province of Alberta on this _____ }
 _____ day of _____, 20__ }
 _____ }
 _____ }
 _____ }

A Commissioner for Oaths
in and for the Province of Alberta

My Commission Expires:

AFFIDAVIT OF EXECUTION

I, _____ of the _____ of _____, in the Province of Alberta MAKE OATH AND SAY:

1. That I was personally present and did see _____ who is known to me be the person named in the within (or annexed) instrument, duly sign the instrument;

or

I was personally present and did see _____ who, on the basis of the identification provided to me, I believe to be the person named in the within (or annexed) instrument, duly sign the instrument;

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 know the said _____, and he is in my belief of the full age of eighteen years.

SWORN before me at the _____ of _____, in the Province of Alberta on this _____ day of _____, 20__.

A Commissioner for Oaths
in and for the Province of Alberta
My Commission Expires:

AFFIDAVIT VERIFYING CORPORATE SIGNING AUTHORITY

I, _____, of the _____ of _____, in the Province of Alberta, MAKE OATH AND SAY:

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

SWORN before me at the _____ of _____, in the Province of Alberta on this _____ day of _____, 20__.

A Commissioner for Oaths
in and for the Province of Alberta
My Commission Expires:

AFFIDAVIT VERIFYING CORPORATE SIGNING AUTHORITY

I, _____, of the _____ of _____, in the Province of Alberta, MAKE OATH AND SAY:

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

SWORN before me at the _____ of _____, in the Province of Alberta on this _____ day of _____, 20__.

A Commissioner for Oaths
in and for the Province of Alberta
My Commission Expires:

SCHEDULE "A"

Parcel One:

PLAN 0628446

BLOCK A

LOT 1

CONTAINING 76.5 HECTARES (189.04 ACRES) MORE OR LESS

EXCEPTING THEREOUT:

		HECTARES	(ACRES)	MORE OR LESS
A) PLAN 0740337	SUBDIVISION	6.92	17.10	
B) PLAN 0823398	SUBDIVISION	7.63	18.85	
C) PLAN 1420102	ROAD	1.309	3.23	

EXCEPTING THEREOUT ALL MINES AND MINERALS

Parcel Two:

MERIDIAN 4 RANGE 26 TOWNSHIP 42

SECTION 3

QUARTER SOUTH EAST

CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS

EXCEPTING THEREOUT:

		HECTARES	(ACRES)	MORE OR LESS
A) PLAN 4300LZ	ROAD	7.14	17.64	
B) PLAN 5777LZ	ROAD	0.417	1.03	
C) PLAN 1420102	ROAD	0.345	0.85	

EXCEPTING THEREOUT ALL MINES AND MINERALS

Parcel Three:

MERIDIAN 4 RANGE 26 TOWNSHIP 41

SECTION 35

ALL THAT PORTION OF THE NORTH WEST QUARTER

WHICH LIES NORTH WEST OF THE NORTH WESTERLY LIMTT OF THE ROAD

AS SHOWN ON ROAD PLAN 4159 EU

CONTAINING 48 HECTARES (118.5 ACRES) MORE OR LESS

EXCEPTING THEREOUT:

		HECTARES	(ACRES)	MORE OR LESS
A) PLAN 1420102	ROAD	0.513	1.27	

EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME



192028440

REGISTERED 2019 02 04
MORT - MORTGAGE
DOC 1 OF 1 DRR#: A092EC3 ADR/EDMLAFON
LINC/S: 0036999622 +



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0035 999 549 0628446;A;1 142 086 541

LEGAL DESCRIPTION

PLAN 0628446
BLOCK A
LOT 1
CONTAINING 76.5 HECTARES (189.04 ACRES) MORE OR LESS
EXCEPTING THEREOUT:

		HECTARES	(ACRES)	MORE OR LESS
A)	PLAN 0740337 SUBDIVISION	6.92	17.10	
B)	PLAN 0823398 SUBDIVISION	7.63	18.85	
C)	PLAN 1420102 ROAD	1.309	3.23	

EXCEPTING THEREOUT ALL MINES AND MINERALS

ATS REFERENCE: 4;26;42;2;S
ESTATE: FEE SIMPLE

MUNICIPALITY: PONOKA COUNTY

REFERENCE NUMBER: 142 007 593 +12

REGISTRATION	DATE (DMY)	REGISTERED OWNER(S) DOCUMENT TYPE	VALUE	CONSIDERATION
142 086 541	24/03/2014	TRANSFER OF LAND	\$1,000,000	NIL

OWNERS

WOLF CREEK GOLF RESORT LTD.
OF RR 3, SITE 10, BOX 5
PONOKA
ALBERTA T4J 1R3

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
782 060 885	28/03/1978	UTILITY RIGHT OF WAY GRANTEE - ATCO GAS AND PIPELINES LTD.

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

142 086 541

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
--------	--------------	-------------

		10035-105 ST EDMONTON ALBERTA T5J2V6 "PART AS DESCRIBED" (DATA UPDATED BY: TRANSFER OF UTILITY RIGHT OF WAY 012025460)
802 284 679	26/11/1980	UTILITY RIGHT OF WAY GRANTEE - ATCO GAS AND PIPELINES LTD. 10035-105 ST EDMONTON ALBERTA T5J2V6 AS TO PORTION DESCRIBED (DATA UPDATED BY: TRANSFER OF UTILITY RIGHT OF WAY 012032950)
062 589 822	21/12/2006	CAVEAT RE : EASEMENT
062 589 846	21/12/2006	CAVEAT RE : DEFERRED RESERVE CAVEATOR - PONOKA COUNTY. WEST CENTRAL PLANNING AGENCY #105, 5111-50 AVENUE WETASKIWIN ALBERTA T9A0S5
072 279 919	16/05/2007	UTILITY RIGHT OF WAY GRANTEE - ATCO GAS AND PIPELINES LTD.
072 620 540	18/10/2007	CAVEAT RE : UTILITY RIGHT OF WAY CAVEATOR - WOLF CREEK VILLAGE LTD. C/O WILLIAM KACHMAN 10949-120 STREET EDMONTON ALBERTA T5H3R2 AGENT - WILLIAM KACHMAN
072 700 713	30/11/2007	CAVEAT RE : EASEMENT
082 158 219	14/04/2008	CAVEAT RE : EASEMENT
082 282 001	12/07/2008	CAVEAT RE : RIGHT OF WAY AGREEMENT CAVEATOR - NORTH RED DEER RIVER WATER SERVICES COMMISSION. C/O TOWN OF LACOMBE

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3
142 086 541

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
		5432 - 56 AVENUE LACOMBE ALBERTA T4L1E9 AGENT - NATSHA NASSYROVA
092 049 567	17/02/2009	CAVEAT RE : RESTRICTIVE COVENANT
092 049 568	17/02/2009	CAVEAT RE : RESTRICTIVE COVENANT
102 132 886	23/04/2010	CAVEAT RE : RESTRICTIVE COVENANT
102 132 932	23/04/2010	RESTRICTIVE COVENANT
102 154 950	10/05/2010	CAVEAT RE : UTILITY RIGHT OF WAY CAVEATOR - TELUS COMMUNICATIONS INC. SULLIVAN STATION 1ST FLOOR 15079 - 64 AVE SURREY ALBERTA V3S3Z7 AGENT - PROGRESS LAND SERVICES LTD.
182 246 658	02/10/2018	MORTGAGE MORTGAGEE - COBRA MORTGAGE SERVICES LTD. 102,542 LAURA AVE RED DEER ALBERTA T4E0A5 ORIGINAL PRINCIPAL AMOUNT: \$2,750,000
182 246 659	02/10/2018	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - COBRA MORTGAGE SERVICES LTD. 102,542 LAURA AVE RED DEER ALBERTA T4E0A5 AGENT - MICHAEL J SINCLAIR
192 028 440	04/02/2019	MORTGAGE MORTGAGEE - 1224512 ALBERTA LTD. RR3, SITE 10, BOX 26 PONOKA ALBERTA T4J1R3 ORIGINAL PRINCIPAL AMOUNT: \$2,388,518
232 014 998	14/01/2023	WRIT CREDITOR - NU EDGE CONSTRUCTION LTD. C/O 3815A-47 AVE

(CONTINUED)

 ENCUMBRANCES, LIENS & INTERESTS

PAGE 4
 # 142 086 541

REGISTRATION
 NUMBER DATE (D/M/Y) PARTICULARS

CAMROSE
 ALBERTA T4V4S4
 DEBTOR - WOLF CREEK GOLF RESORT LTD.
 C/O 5034-49 AVE
 PONOKA
 ALBERTA T4J1S1
 AMOUNT: \$561,915 AND COSTS IF ANY
 ACTION NUMBER: 2212 00100

232 170 634 30/05/2023 CAVEAT
 RE : LEASE INTEREST
 CAVEATOR - SUSAN HOBBY
 CAVEATOR - MORLEY HOBBY
 BOTH OF:
 C/O KIRWIN LLP
 #100 12420 104 AVENUE
 EDMONTON
 ALBERTA T5N3Z9

232 184 524 12/06/2023 CAVEAT
 RE : LEASE INTEREST
 CAVEATOR - TERRY HOFER
 C/O KIRWIN LLP
 #100, 12420-104 AVENUE
 EDMONTON
 ALBERTA T5N3Z9

TOTAL INSTRUMENTS: 020

 PENDING REGISTRATION QUEUE

DRR NUMBER	RECEIVED DATE (D/M/Y)	CORPORATE LLP TRADENAME	LAND ID
E0090YL	16/08/2023	MCLEOD LAW LLP 403-873-3713 CUSTOMER FILE NUMBER: 159641/CECILIA	
001		ORDER - NEW TITLE	0035 999 549

TOTAL PENDING REGISTRATIONS: 001

(CONTINUED)

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 25 DAY OF AUGUST,
2023 AT 10:58 A.M.

ORDER NUMBER: 48170827

CUSTOMER FILE NUMBER:



END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED
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SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

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

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



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0035 999 648 4;26;41;35;NW 142 007 593 +22

LEGAL DESCRIPTION

MERIDIAN 4 RANGE 26 TOWNSHIP 41
SECTION 35
ALL THAT PORTION OF THE NORTH WEST QUARTER
WHICH LIES NORTH WEST OF THE NORTH WESTERLY LIMIT OF THE ROAD
AS SHOWN ON ROAD PLAN 4159 EU
CONTAINING 48 HECTARES (118.5 ACRES) MORE OR LESS
EXCEPTING THEREOUT:

	HECTARES	(ACRES)	MORE OR LESS
A) PLAN 1420102 ROAD	0.513	1.27	

EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME

ESTATE: FEE SIMPLE

MUNICIPALITY: LACOMBE COUNTY

REFERENCE NUMBER: 902 005 337

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
142 007 593	08/01/2014	ROAD PLAN		

OWNERS

WOLF CREEK GOLF RESORT LTD.
OF BOX 1378
PONOKA
ALBERTA T0C 2H0

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION	DATE (D/M/Y)	PARTICULARS
852 168 385	12/08/1985	CAVEAT RE : DEVELOPMENT AGREEMENT

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
142 007 593 +22

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

CAVEATOR - LACOMBE COUNTY.
RR3
LACOMBE
ALBERTA T4L2N3
(DATA UPDATED BY: CHANGE OF NAME 162126042)

102 057 078 19/02/2010 CAVEAT
RE : DEVELOPMENT AGREEMENT PURSUANT TO MUNICIPAL
GOVERNMENT ACT
CAVEATOR - LACOMBE COUNTY.
RR3
LACOMBE
ALBERTA T4L2N3

102 392 607 05/11/2010 UTILITY RIGHT OF WAY
GRANTEE - ATCO GAS AND PIPELINES LTD.

182 246 658 02/10/2018 MORTGAGE
MORTGAGEE - COBRA MORTGAGE SERVICES LTD.
102,542 LAURA AVE
RED DEER
ALBERTA T4E0A5
ORIGINAL PRINCIPAL AMOUNT: \$2,750,000

182 246 659 02/10/2018 CAVEAT
RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - COBRA MORTGAGE SERVICES LTD.
102,542 LAURA AVE
RED DEER
ALBERTA T4E0A5
AGENT - MICHAEL J SINCLAIR

192 028 440 04/02/2019 MORTGAGE
MORTGAGEE - 1224512 ALBERTA LTD.
RR3,SITE 10,BOX 26
PONOKA
ALBERTA T4J1R3
ORIGINAL PRINCIPAL AMOUNT: \$2,388,518

232 014 998 14/01/2023 WRIT
CREDITOR - NU EDGE CONSTRUCTION LTD.
C/O 3815A-47 AVE
CAMROSE
ALBERTA T4V4S4
DEBTOR - WOLF CREEK GOLF RESORT LTD.
C/O 5034-49 AVE
PONOKA
ALBERTA T4J1S1
AMOUNT: \$561,915 AND COSTS IF ANY

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3
142 007 593 +22

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
------------------------	--------------	-------------

ACTION NUMBER: 2212 00100

232 081 249	11/03/2023	CAVEAT RE : LEASE INTEREST CAVEATOR - SEAN MCGUINNESS CAVEATOR - TRISH MCGUINNESS BOTH OF: C/O KIRWIN LLP 100, 12420 104 AVENUE EDMONTON ALBERTA T5N3Z9 AGENT - SEAN MCGUINNESS
232 167 407	26/05/2023	CAVEAT RE : LEASE INTEREST CAVEATOR - DARRYL READ C/O KIRWIN LLP 100, 12420-104 AVENUE EDMONTON ALBERTA T5N3Z9
232 170 634	30/05/2023	CAVEAT RE : LEASE INTEREST CAVEATOR - SUSAN HOBBY CAVEATOR - MORLEY HOBBY BOTH OF: C/O KIRWIN LLP #100 12420 104 AVENUE EDMONTON ALBERTA T5N3Z9
232 178 460	06/06/2023	CAVEAT RE : LEASE INTEREST CAVEATOR - ROXANN E STROMQUIST CAVEATOR - RICK BENNETT BOTH OF: C/O KIRWIN LLP 100, 12420 104 AVENUE EDMONTON ALBERTA T5N3Z9
232 184 524	12/06/2023	CAVEAT RE : LEASE INTEREST CAVEATOR - TERRY HOFER C/O KIRWIN LLP #100, 12420-104 AVENUE EDMONTON ALBERTA T5N3Z9

(CONTINUED)

TOTAL INSTRUMENTS: 012

PENDING REGISTRATION QUEUE

DRR NUMBER	RECEIVED DATE (D/M/Y)	CORPORATE LLP TRADENAME	LAND ID
E0090YL	16/08/2023	MCLEOD LAW LLP 403-873-3713 CUSTOMER FILE NUMBER: 159641/CECILIA	
001		ORDER - NEW TITLE	0035 999 648

TOTAL PENDING REGISTRATIONS: 001

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 25 DAY OF AUGUST, 2023 AT 11:07 A.M.

ORDER NUMBER: 48171007

CUSTOMER FILE NUMBER: 163759.1



END OF CERTIFICATE

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

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

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



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0035 999 622 4;26;42;3;SE 142 007 593 +20

LEGAL DESCRIPTION

MERIDIAN 4 RANGE 26 TOWNSHIP 42
SECTION 3
QUARTER SOUTH EAST
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS
EXCEPTING THEREOUT:

		HECTARES	(ACRES)	MORE OR LESS
A) PLAN 4300LZ	ROAD	7.14	17.64	
B) PLAN 5777LZ	ROAD	0.417	1.03	
C) PLAN 1420102	ROAD	0.345	0.85	

EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

MUNICIPALITY: PONOKA COUNTY

REFERENCE NUMBER: 892 125 443

REGISTRATION	DATE (DMY)	REGISTERED OWNER(S) DOCUMENT TYPE	VALUE	CONSIDERATION
142 007 593	08/01/2014	ROAD PLAN		

OWNERS

WOLF CREEK GOLF RESORT LTD.
OF PONOKA
ALBERTA

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
792 053 345	09/03/1979	UTILITY RIGHT OF WAY GRANTEE - THE TOWN OF LACOMBE.
812 062 395	19/03/1981	UTILITY RIGHT OF WAY

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
142 007 593 +20

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

GRANTEE - ATCO GAS AND PIPELINES LTD.
AS TO PORTION OR PLAN:8120024
(DATA UPDATED BY: TRANSFER OF UTILITY RIGHT
OF WAY 012028573)

182 246 658 02/10/2018 MORTGAGE
MORTGAGEE - COBRA MORTGAGE SERVICES LTD.
102,542 LAURA AVE
RED DEER
ALBERTA T4E0A5
ORIGINAL PRINCIPAL AMOUNT: \$2,750,000

182 246 659 02/10/2018 CAVEAT
RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - COBRA MORTGAGE SERVICES LTD.
102,542 LAURA AVE
RED DEER
ALBERTA T4E0A5
AGENT - MICHAEL J SINCLAIR

192 028 440 04/02/2019 MORTGAGE
MORTGAGEE - 1224512 ALBERTA LTD.
RR3,SITE 10,BOX 26
PONOKA
ALBERTA T4J1R3
ORIGINAL PRINCIPAL AMOUNT: \$2,388,518

232 014 998 14/01/2023 WRIT
CREDITOR - NU EDGE CONSTRUCTION LTD.
C/O 3815A-47 AVE
CAMROSE
ALBERTA T4V4S4
DEBTOR - WOLF CREEK GOLF RESORT LTD.
C/O 5034-49 AVE
PONOKA
ALBERTA T4J1S1
AMOUNT: \$561,915 AND COSTS IF ANY
ACTION NUMBER: 2212 00100

232 170 634 30/05/2023 CAVEAT
RE : LEASE INTEREST
CAVEATOR - SUSAN HOBBY
CAVEATOR - MORLEY HOBBY
BOTH OF:
C/O KIRWIN LLP
#100 12420 104 AVENUE
EDMONTON
ALBERTA T5N3Z9

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3
142 007 593 +20

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

232 184 524 12/06/2023 CAVEAT
RE : LEASE INTEREST
CAVEATOR - TERRY HOFER
C/O KIRWIN LLP
#100, 12420-104 AVENUE
EDMONTON
ALBERTA T5N3Z9

TOTAL INSTRUMENTS: 008

PENDING REGISTRATION QUEUE

DRR NUMBER	RECEIVED DATE (D/M/Y)	CORPORATE LLP TRADENAME	LAND ID
E0090YL	16/08/2023	MCLEOD LAW LLP 403-873-3713 CUSTOMER FILE NUMBER: 159641/CECILIA	
001		ORDER - NEW TITLE	0035 999 622

TOTAL PENDING REGISTRATIONS: 001

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 25 DAY OF AUGUST,
2023 AT 11:07 A.M.

ORDER NUMBER: 48171007

CUSTOMER FILE NUMBER: 163759.1



END OF CERTIFICATE

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APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS
PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).

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

From: [Rod & Merlene Schmidt](#)
To: [Carly J. Toronchuk](#)
Subject: FW: WCrecreational investment 2019 - version 2.pdf
Date: Thursday, August 24, 2023 3:46:38 PM
Attachments: [WCrecreational investment 2019 - version 2.pdf](#)
[ATT00001.htm](#)

[EXTERNAL MESSAGE]



Carly

Investment in 2019 from Ryan Vold

Thanks Rod

From: Rod Schmidt <RSchmidt@treodrilling.com>
Sent: July-24-19 7:05 PM
To: rschmidt@albertahighspeed.net
Subject: Fwd: WCrecreational investment 2019 - version 2.pdf

This is Exhibit M referred to in the Affidavit of
Rod Schmidt
Sworn before me this 31 day
Of August A.D., 2031


A Notary Public, A Commissioner for Oaths
in and for Alberta

CARLY TORONCHUK
Barrister & Solicitor

Sent from my iPhone

Begin forwarded message:

From: "Ryan Vold" <ryan@wolfcreekgolf.com>
To: "Rod Schmidt" <RSchmidt@treodrilling.com>
Subject: WCrecreational investment 2019 - version 2.pdf

This is finished copy for presentation. It is being translated right now for HongKong investors. As an option i could probably do it regionally in canadian dollars. Not sure if the home portion would work in local market. this is the way we did BlackHawk with common and preferred shares

Disclaimer: This message is intended only for the use of the individual or entity to which it is addressed, and may contain information which is privileged, confidential, proprietary or exempt from disclosure under applicable law. If you are not the intended recipient, or the person responsible for delivering the message to the intended recipient, you are strictly prohibited from disclosing, distributing, copying or in any way using this message and any file attachments. If you have received this communication in error, please notify the sender by reply e-mail, and destroy and delete the message and any attachments you may have received.



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INVESTMENT PRESENTATION PACKAGE

WOLF CREEK RESORT DEVELOPMENTS INC.
PONOKA, ALBERTA, CANADA

View from East



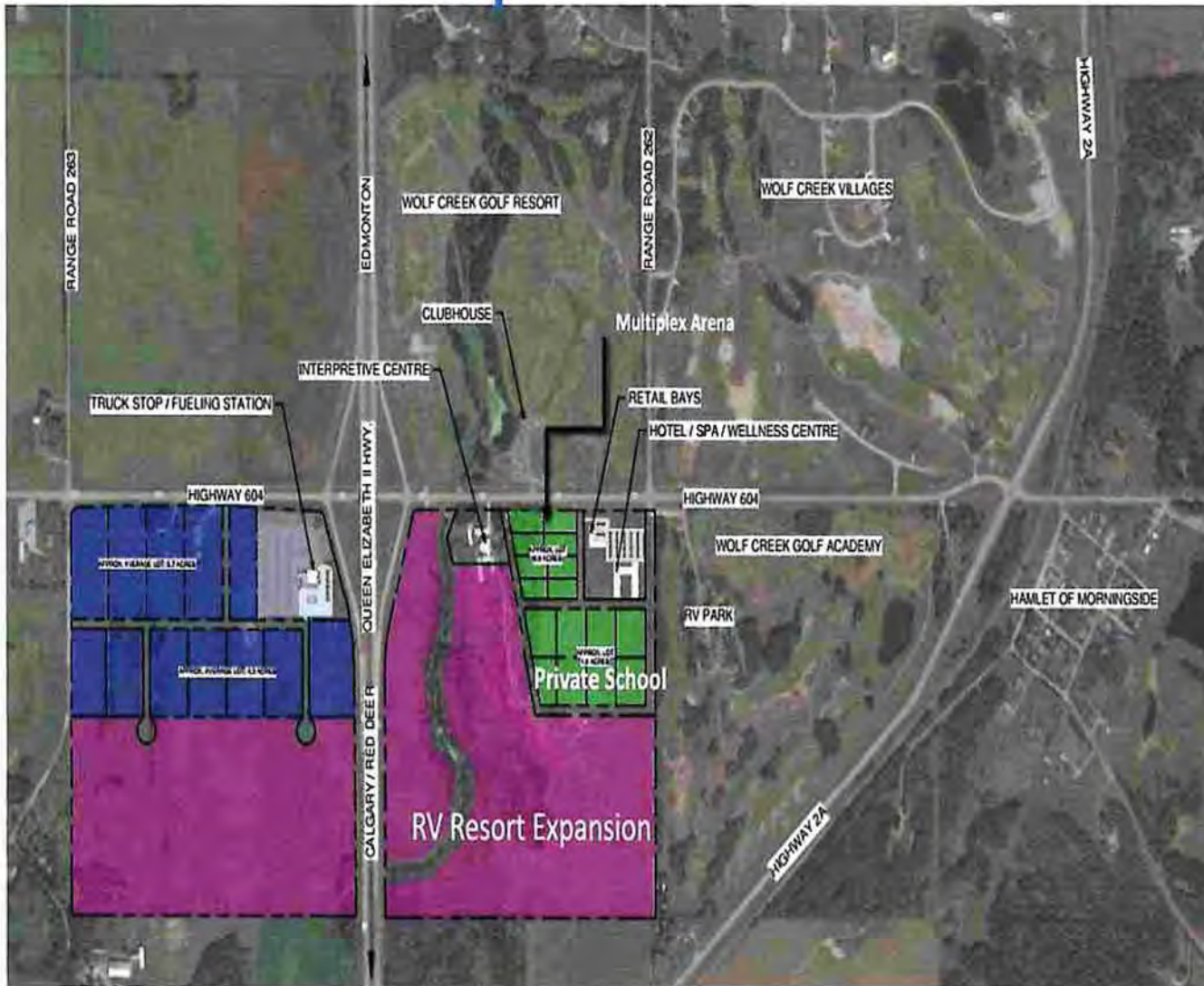
WHY INVEST IN WOLF CREEK

Alberta remains the economic engine of Canada.

Properties located on the Edmonton – Calgary corridor have a huge upside for future economic growth and prosperity.

Wolf Creek Golf Resort's new partner, the Chinese investment company Huatong Investment Corporation, will be investing millions of dollars in the coming decade into helping to expand the development lands and surrounding amenities.

As a well-established Alberta business over the past 34-plus years, Wolf Creek Golf Resort has the proven business acumen to help understand and process government regulatory requirements.



HUATONG INVESTMENT CORPORATION

Huatong investment Corporation is primarily a Chinese Oil & gas company investing in Alberta and now seeking other quality investment opportunities.

As part of their land development diversification strategy, Huatong has targeted Wolf Creek Golf resort as a primary investment opportunity.

Their long-term investment strategy will help fund the expansion of Wolf Creek Golf resort in addition to other commercial ventures as part of the overall master plan.



Wolf Creek Development

NO.	DESCRIPTION	DATE	BY	DATE	BY
1	Wolf Creek Development				
PRELIMINARY NOT FOR CONSTRUCTION		EAGLE BUILDERS <small>11200 10th Ave S Suite 100 Golden, CO 80601 Phone: 303.440.1111 www.eaglebuilders.com</small>		Index A0.0	Project Number: 17/001/02 Date: 24 Checked By: JH, RD Scale: As Indicated

EIGHT ANCHOR PROPERTIES

These are the Eight anchor properties and core businesses that will be the pillars of the resort expansion and development.

1. Golf Resort
2. RV Resort
3. Villages
4. Hotel & Spa
5. Multiplex Hockey arena
6. Truck Stop & Travel Centre
7. Interpretive Centre
8. Private School

The Eight anchors will create a vibrant tourism hub servicing both regional and international markets.

The immediate surrounding community will benefit from expanded services and result in increased employment.



GOLF RESORT

Wolf Creek Golf Resort has been in existence for over 34 years, under the same ownership.

It is a full-service 36-hole golf resort, and also includes a six-hole practice and short game loop course.

Both 18-hole courses are designed by prominent Canadian designer Rod Whitman and each is ranked in the Top 100 in Canada.

With expansion of the Resort Wolf Creek will become a full destination facility which will enhance rounds played and memberships.



WOLF CREEK RV RESORT

Construction began spring of 2019, with completion scheduled for the end of June.

76 upgraded fully serviced RV lots.

Services include sewer, water and 50 amp power.

RV Resort utilities will be hooked into existing treatment plants.

Lots are being sold as long term leases for \$35,000 each.

Additional lots will be added once the first phase is sold out.

Site Map

WOLF CREEK
GOLF RESORT

 
Wolf Creek The Old Course Wolf Creek The Links Course
WHERE CANADA MEETS SCOTLAND
wolfcreekgolf.com



WOLF CREEK VILLAGES

The Villages is a subdivision we created and own, it is the only fully serviced development in the area.

The development has a water transfer station and its own wastewater treatment plant.

There are 130 lots that are build ready.

There are currently over 42 homes completed or in completion stage.

Investment lots will be released in 20 unit bundles, first twenty are colored in red on the attached map.

Up to 80 lots will be offered in the overall investment.



HOTEL / SPA / WELLN

HOTEL & SPA

100 to 250 room hotel with spa and wellness center.

Possible Casino site as well.

Additional housing for Private School.

Soon to be announced operating franchise.



HOCKEY ARENA MULTIPLEX

2 Hockey arenas

Attached field house
for additional sports
and fitness.

Multiuse with Private
school and major
international hockey
academies.



TRUCK STOP / FUEL

TRUCK STOP & TRAVEL CENTRE

10,000 sq ft building with C-store and upper office space on second floor.

Located on west side of Highway #2 with easy access North & South.

Negotiating currently with major fuel supplier for partnership and operations.



INTERPRETIVE CENTER & CULTURAL MUSEUM

15-20,000 sq. ft
building that will hold
First Nation Cultural
Centre & Museum

Historic location of Old
Sharphead Reserve.

History of Edmonton –
Calgary Trail

History of Old West



FUTURE PRIVATE SCHOOL

Location adjacent to Hotel
and Multiplex

Grades 7-12

Athletic Based programs

Over 70% International
Students

Soon to be announced
partnership with
experienced private school
builder and operator.

5 YEAR MILESTONES 2019-2023

2019

- Village Housing
- Clubhouse reno
- First phase golf reno
- RV Park upgrade & Lease sale

2020

- Start Multiplex Arena & Hotel
- Completion of Phase 1 Homes
- Start Private School

2021

- housing
- Start Interpretive center
- Utility Upgrades
- Village upgrades

2022

- Complete Multiplex
- Complete Hotel
- Complete Private School
- Phase 3 Housing

2023

- Phase 4 of housing
- Completion of additional commercial lots
- Complete Interpretive center

- Investment will be in American Dollars.
- \$1 million to purchase 1500 sq. meter real-estate lot & new home from Wolf Creek Villages.
- \$1 million investment into newly formed company Wolf Creek Resort Developments Inc.
- Investment will be 1 share of 41 common shares. Common share will be valued at \$500,000, with \$500,000 held as preferred shares.
- 20 shares will be sold to foreign investors, 21 shares will be held by Ryan Vold (Managing Partner), ensuring minimum of 51% of Canadian ownership is maintained.
- Wolf Creek Resort Developments will purchase for \$21 million the following assets – 36 hole golf course, 77 RV lots, Waste Water treatment plant and water Treatment plant. The 77 RV lots have 60 remaining lots for long term lease for \$35,000 CDN each, and 17 already leased.
- \$10 million of the foreign investors funds will be used for the purchase, with the remaining \$11 million being attributed to Managing partner share purchase.
- Managing Partner will in addition invest through shareholder loans \$6 million.
- The \$16 million in cash will be used to purchase 60 additional residential lots and land for future development.
- Profits from the sale of the 60 residential lots and the 60 RV lots will be used to repay the \$16 million in preferred shares and for golf course improvements.
- Interest rate on the preferred shares will be set at 5%, paid annually.
- Investment of \$500,000 per common & preferred shares must be held for a minimum of 5 years.
- The company after 5 years may purchase the shares back at \$1 million per share, less any dividends received over the investment period.
- The company is not obligated to purchase the shares back.

WOLF CREEK RESORT DEVELOPMENTS INC.

\$2,000,000 LIMITED PARTNERSHIP INVESTMENT STRUCTURE

Carly J. Toronchuk

From: Rod & Merlene Schmidt <rschmidt@albertahighspeed.net>
Sent: Thursday, August 24, 2023 3:45 PM
To: Carly J. Toronchuk
Subject: Rod Schmidt: More investments from Wolf Creek (Ryan Vold)

[EXTERNAL MESSAGE]

Carly,

Another Investment from Ryan Vold

From: Rod Schmidt <RSchmidt@treodrilling.com>
Sent: January-12-20 11:51 AM
To: Merlene Schmidt <rschmidt@albertahighspeed.net>
Subject: Fwd: Update

This is Exhibit N referred to in the Affidavit of
Rod Schmidt
Sworn before me this 31 day
Of August A.D., 2023
A Notary Public, A Commissioner for Oaths
in and for Alberta

Sent from my iPhone

Begin forwarded message:

From: Ryan Vold <ryan@wolfcreekgolf.com>
Date: January 12, 2020 at 10:41:55 AM MST
To: Rod Schmidt <RSchmidt@treodrilling.com>
Subject: Update

CARLY TORONCHUK
Barrister & Solicitor

Rod;

I have been going back and forth the last few days with my Chinese partners and the new builder I am bringing in to try and kick start our development and get some cash moving. Right now it looks like I will have full meeting with them all in Edmonton on Friday if everything stays on target , so here is where we sit and in typical Chinese fashion gets complicated.

1. The China Construction group are interested in 5 homes, they are willing to supply material for these homes if they can get a Canadian builder to work with them. Associated securities (Have worked with Chinese before) which is the group I have is willing to work within the parameters but here is where it gets complicated. Associated will receive the materials needed to build the homes along with a fee from china construction.
2. We will maintain ownership on the lots and Associated will build the homes according to our plans and architectural controls, somehow by supplying material for the homes it creates two way trade that is acceptable by the Chinese government and can get investment working.
3. The value for the home will be about \$465,000 +GST (1700 sq. ft), with completed basement. I have to make arrangements to complete entrance, utilities, landscaping and furnishing which is budgeted for about \$75,000 per home, this is not a problem to do other than get the funds from Chinese in advance to complete, that will be tricky part.

4. Once the homes get to a certain stage my understanding is China Construction will be lining up buyers for the homes, these are probably engineers they will be bringing in for the Refinery and other work they will have in Alberta along with Sinopec.
5. We would get the balance on the homes from these buyers to complete the sale. (The value is set at \$1M American but funding will be less house cost so \$535,000 + GST)
6. Once the money is released to us then titles can be released to the new home owners, until then we would own the homes.

So this is my understanding of how it will work however when dealing with Chinese it always is a moving target, the risk I see at our end is what happens if they don't have buyers right away for the homes. So we have to protect ourselves at all times keeping the titles in the Village name so if it goes sideways we at least have a home on the lot and can sell it ourselves if we need to. The other part is once the homes are done there is operational costs for each home, like taxes, utilities, etc. now some of this can be deferred but I estimate it will cost \$1,200 to 1,500 per month to maintain the homes.

Another factor is the completion of the outside landscaping, entrance, utilities and furnishing, once again some of this can be held off but I need to find a way to get funds from them in advance to take care of these costs.

The lots have a built in price of \$175,000 per lot which the Chinese are aware of. I have a worst case profit over and above of \$225,000 per unit built in over and above, now the Chinese deal in American dollars and they are not stupid so I am expecting some push back on the exchange so profit could be higher. I also have to pay commissions to the Chinese negotiators, this is normal practice in their culture but I have that plugged into the original budget, however there are lots of levels when you deal with Chinese so be prepared for the unexpected.

The builder I have is experienced dealing with Chinese as he currently gets a lot of his materials from overseas, he has told me he has other options if things go sideways however it should be clear before a shovel goes in the ground that he has been paid for homes for his work. He said he has a complete sales team and that if a problem arises he can get these homes on market and get them gone real fast.

Sorry about long winded explanation on this but I need you on side with this before I pull the trigger, so if you have some concerns or questions get back to me, I hope to start negotiating Friday, I suspect we would be talking about a spring build if this comes thru and about a 6 month carry time to complete. If this goes good they may continue on another 5 homes as a next stage!!!


Ryan

Ryan Vold
Director Of Golf
RR#3 Site 10 Box 5
Ponoka, Alberta, Canada T4J 1R3
Toll free: 1-866-783-6050
cell: 403-357-4445
ryan@wolfcreekgolf.com

www.wolfcreekgolf.com



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FORM 26

LAND TITLES ACT

(Section 130)

CAVEAT FORBIDDING REGISTRATION

Take notice that 1224512 Alberta Ltd. claims an interest, in the amount of \$2,388,578.04 together with interest thereon and other charges, as an equitable mortgagee under and by virtue of an unregistered mortgage in the lands listed in **Schedule "A"** hereto standing in the register in the name of Wolf Creek Village Ltd. and I forbid the registration of any person as transferee or owner of, or of any instrument affecting that estate or interest, unless the certificate of title is expressed to be subject to my claim.

I designate the following address as the place at which notices and proceedings relating hereto may be served: 5025 – 51 Street, Lacombe, Alberta, T4L 2A3.

In witness whereof, I have hereunto subscribed my name this 6th day of January 2023.



Rod Schmidt, director and agent for 1224512 Alberta Ltd.

This is Exhibit 0 referred to in the Affidavit of

Rod Schmidt

Sworn before me this 31 day

Of August A.D., 2023

A Notary Public, A Commissioner for Oaths
in and for Alberta


CARLY TORONCHUK
Barrister & Solicitor

Schedule "A"

PLAN 0628446
BLOCK 5
LOT 6
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 0628446
BLOCK 5
LOT 13
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 0740337
BLOCK 3
LOT 1
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 0740337
BLOCK 3
LOT 2
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 0740337
BLOCK 2
LOT 8
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 0740337
BLOCK 4
LOT 33
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 0823398
BLOCK 2
LOT 9
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 0823398
BLOCK 2
LOT 10
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 0823398
BLOCK 4
LOT 50
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 0823398
BLOCK 6
LOT 3
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 0823398
BLOCK 6
LOT 4
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 0823398
BLOCK 6
LOT 14
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 0823398
BLOCK 6
LOT 15
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 0823398
BLOCK 6
LOT 17
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 0823398
BLOCK 6
LOT 18
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 0823398
BLOCK 6
LOT 19
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 0823398
BLOCK 6
LOT 20
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 0823398
BLOCK 6
LOT 21
EXCEPTING THEREOUT ALL MINES AND MINERALS

FORM 27

LAND TITLES ACT


(Section 131)

AFFIDAVIT IN SUPPORT OF CAVEAT

I, Rod Schmidt, make oath and say as follows:

1. I am the agent of the within named caveator, 1224512 Alberta Ltd.
2. I believe that the caveator has a good and valid claim on the lands, and I say that this caveat is not being filed for the purpose of delaying or embarrassing any person interested in or proposing to deal with it.

SWORN before me at the City of Edmonton in the
Province of Alberta this 6th day of January 2023



DANIEL ENGLAND
BARRISTER AND SOLICITOR



ROD SCHMIDT


AFFIDAVIT VERIFYING CORPORATE SIGNING AUTHORITY

I, Rod Schmidt, of the Town of Ponoka, in the Province of Alberta,

MAKE OATH AND SAY THAT:

1. I am a director of 1224512 Alberta Ltd.
2. I am authorized by 1224512 Alberta Ltd. to execute the instrument without affixing a corporate seal.

SWORN before me at Edmonton
in the Province of Alberta
this 6th day of January 2023.



Daniel England
Barrister & Solicitor



VDE Rod Schmidt VDE

This is Exhibit P referred to in the Affidavit of
Rod Schmidt
Sworn before me this 31 day
Of August A.D., 2023

A Notary Public, A Commissioner for Oaths
in and for Alberta

CARLY TORONCHUK
Barrister & Solicitor

FORBEARANCE AGREEMENT

This Forbearance Agreement (the “**Agreement**”) is made effective as of January 27, 2023 (the “**Effective Date**”) among 1224512 Alberta Ltd. (“**122 Ltd.**”), Wolf Creek Village Ltd. (“**Village Ltd.**”), and Ryan Vold (“**Mr. Vold**”, and collectively with Village Ltd., the “**Debtors**”; and the Debtors together with 122 Ltd., the “**Parties**”).

RECITALS:

- A. 122 Ltd. is an Alberta corporation.
- B. Village Ltd. is an Alberta corporation.
- C. Mr. Vold is an individual residing in the Province of Alberta, and he is a shareholder and director of Village Ltd.
- D. In consideration for a loan of \$1,750,000 from 122 Ltd. to Village Ltd., on January 19, 2010 Village Ltd. granted 122 Ltd. a mortgage in the amount of \$1,750,000 plus interest and other charges as against the lands listed in Schedule “A” to the mortgage (respectively, the “**Lands**”, the “**2010 Schedule ‘A’**”, and the “**2010 Mortgage**”). A copy of the relevant portions of the said 2010 Schedule “A” is attached hereto and marked as **Schedule “1”** to this Agreement.
- E. On May 24, 2012, the 2010 Mortgage was registered via caveat (Land Titles Office instrument registration number 122 161 080) against title to the lands listed in the 2010 Schedule A.
- F. The 2010 Mortgage expired, and the parties agreed to enter into a new agreement on February 10, 2015 where Village Ltd. executed a new loan agreement (the “**2015 Loan Agreement**”), and on February 15, 2015 Village Ltd. granted 122 Ltd. a new mortgage in the amount of \$2,388,578.04 (the “**2015 Mortgage**”, and collectively with the 2015 Loan Agreement, the “**Loan and Security Agreements**”). It was both 122 Ltd.’s and Village Ltd.’s understanding and agreement that (1) the lands against which the 2015 Mortgage was to be registered were the same Lands as those listed in the 2010 Schedule “A”, and (2) the 2015 mortgage was to contain a Schedule “A” listing the said Lands to be charged by the 2015 mortgage (the “**2015 Schedule ‘A’**”).
- G. Further, on February 10, 2015, Mr. Vold executed a personal guarantee that guaranteed Village Ltd.’s obligations to 122 Ltd. as set out in the Loan and Security Agreements (the “**Guarantee**”).
- H. The 2015 Mortgage was not registered at that time at the Land Titles Office against title to the Lands.
- I. Subsequent to Village Ltd.’s execution of the 2015 Mortgage, title to the following two parcels of land was transferred from Village Ltd. to third parties with the consent of 122 Ltd.:

PLAN 0823398
BLOCK 5
LOT 5
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 074037
BLOCK 3
LOT 6
EXCEPTING THEREOUT ALL MINES AND MINERALS

(collectively, the “**Disposed Lands**”).

- J. The maturity date of the Loan and Security Documents was December 31, 2015. However, pursuant to a series of verbal and written agreements between 122 Ltd. and the Debtors and Wolf Creek Golf Resort Ltd. (“**Resort Ltd.**”), ranging from late 2015 until the spring of 2022, 122 Ltd. agreed to forbear from exercising any remedies under the Loan and Security Documents against the Debtors in exchange for the Debtors’ acknowledgment of indebtedness under the Loan and Security Documents and their promises to continue to try to sell the Lands, keep 122 Ltd. informed of its efforts with same, and pay the indebtedness at a future date (the “**Forbearance Agreements**”).
- K. On January 1, 2019, Resort Ltd. executed a guarantee that guaranteed payment of Village Ltd.’s indebtedness to 122 Ltd. On that same date, Resort Ltd. also agreed to grant 122 Ltd. a mortgage on certain lands owned by Resort Ltd. as security for payment by Resort Ltd. to 122 Ltd. pursuant to the said guarantee (the “**Resort Ltd. Guarantee**”). On January 25, 2019, in accordance with this agreement, Resort Ltd. executed a mortgage in favour on 122 Ltd., and the said mortgage was registered in the Land Titles Office on February 4, 2019 as instrument number 192 028 440 (the “**Resort Ltd. Mortgage**”).
- L. On or around April 20, 2020, Cobra Mortgage Services Ltd. (“**Cobra**”), Resort Ltd., and the Debtors entered into a forbearance agreement with respect to Resorts Ltd.’s and the Debtors’ indebtedness to Cobra (the “**Cobra Forbearance Agreement**”). The Debtors had previously executed guarantees in favour of Cobra. The Resort Ltd. Guarantee, the Resort Ltd. Mortgage, and the Cobra Forbearance Agreement provided additional assurances to 122 Ltd.—over above those provided by the Forbearance Agreements—that proceedings against Village were not yet warranted.
- M. On April 14, 2022, Cobra commenced legal action against Resort Ltd., as well as against the Debtors.
- N. On October 13, 2022, Cobra obtained a Receivership Order appointing a receiver over Resort Ltd. (the “**Receivership**”).
- O. In early January 2023, 122 Ltd. first learned that the 2015 Mortgage had never been registered at the Land Titles Office. Further, 122 Ltd. learned that the original of the 2015 Mortgage that it has in its possession does not contain as an attachment the 2015 Schedule “A”.
- P. On January 6, 2023, 122 Ltd. submitted for registration at the Land Titles Office a caveat claiming an interest in all the Lands other than the Disposed Lands as an equitable mortgagee under and by virtue of an unregistered mortgage (i.e., the 2015 Mortgage) (the “**Equitable Mortgage**”).
- Q. The Debtors are indebted to 122 Ltd. pursuant to the Loan and Security Documents in the amount of \$4,143,261.92 as of January 1, 2023, with interest accruing thereon at the rate of 8% per annum,

compounding bi-annually, plus further costs (the "**Indebtedness**"). The Indebtedness is secured pursuant to the 2015 Mortgage.

- R. The Debtors have requested that 122 Ltd. continue to forbear from exercising its enforcement rights and remedies with respect to the Loan and Security Agreements for the duration of the Forbearance Period (defined below) in order to permit the Debtors and Resort Ltd. (through the Receivership proceedings) to repay all amounts owing to 122 Ltd. in full.
- S. Subject to the terms and conditions herein, 122 Ltd. has agreed to: (1) continue to forbear from exercising any of its rights and remedies until the end of the Forbearance Period (defined below), and (2) consolidate and formalize the Forbearance Agreements by way of this Agreement.
- T. The Debtors acknowledge that due to the parties' execution of, and reliance upon, *inter alia*, the Forbearance Agreements, proceedings against the Debtors by 122 Ltd. have not been warranted, or if proceedings became warranted on April 14, 2022 when Cobra commenced legal proceedings against the Debtors and Resort Ltd, 122 Ltd. hereby agrees to forbear from exercising any remedies against the Debtors pursuant to the terms of this Agreement.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged by each party, 122 Ltd. and the Debtors agree as follows:

1. **Forbearance**

Notwithstanding the outstanding Indebtedness under the Loan and Security Agreements, 122 Ltd. shall not take any steps to enforce its rights and remedies against the Debtors until the earlier of December 31, 2023, and the occurrence of one or more Termination Events (as defined below) (the "**Forbearance Period**"). 122 Ltd. may, in its sole discretion, extend the Forbearance Period.

For greater certainty, nothing in this agreement shall prevent 122 Ltd. from immediately pursuing any remedies available to it against Resort Ltd. (including any remedies available in the Receivership proceedings) or any other third party that is not a party to this Agreement.

2. **The 2015 Mortgage**

In the original of the 2015 Mortgage that is in 122 Ltd.'s possession, there exists a typographical error where the wording "fee simple" is spelled "fee semple". The Debtors acknowledge that this was a typographical error and agree that 122 Ltd. may correct this spelling by altering the original of the 2015 Mortgage in its possession to correct the said error.

Further, 122 Ltd. may—as was always the intention of the parties—enclose with the original of the 2015 Mortgage in its possession a "Schedule 'A'" in the form enclosed as Schedule "1" to this Agreement and proceed to register the said 2015 Mortgage (along with the said Schedule "A") at the Land Titles Office against the Lands listed in the said Schedule "A" (excluding the Disposed Lands), either as a new mortgage registration or as a replacement of the Equitable Mortgage registration.

Such registration of the 2015 Mortgage should in no way be construed as preferentially elevating 122 Ltd.'s position in relation to any other creditors of Village Ltd. since 122 Ltd. and Village Ltd. intend

only that the security granted by Village Ltd. to 122 Ltd. in 2015 pursuant to the 2015 Mortgage be registered on title to the Lands (excluding the Disposed Lands).

If required by the Land Titles Office, 122 Ltd. may strike out the Disposed Lands from the Schedule "A" enclosed with this Agreement as Schedule "1".

3. Tolling

As of the date hereof and for the duration of the Forbearance Period and thereafter until the termination of the tolling arrangement hereof in the manner provided for below, and whether or not demand for payment or a Notice of Intention to Enforce Security or a Notice of Intent by Secured Creditor has previously been delivered by 122 Ltd., the Debtors hereby agree to toll and suspend the running of the applicable statutes of limitations, laches or other doctrines related to the passage of time against 122 Ltd. in relation to the Loan and Security Agreements, any entitlements arising from the Loan and Security Agreements and any other related matters including the advance of funds from 122 Ltd. to the Debtors and any potential claim in common law or equity by 122 Ltd. against the Debtors, and the Debtors confirm that this Agreement is intended to be an agreement to suspend or extend 122 Ltd.'s limitations periods as provided by: (a) Section 3 of the *Limitations Act* (Alberta), in accordance with the provisions of Section 7(1) of the *Limitations Act* (Alberta); (b) Rules 4.31 and 4.33 of the *Alberta Rules of Court* (if applicable); (c) any contractual time limitations on the commencement of proceedings; (d) any other applicable statute or regulation; and (e) any time-related doctrines including waiver, estoppel or laches.

The tolling provisions set out above shall terminate following the expiry of the Forbearance Period and all applicable limitations periods, deadlines, etc. shall begin running *de novo* at that time. For greater certainty, the 2-year limitation period under section 3 of the *Limitations Act* (Alberta), shall begin to run upon the expiry of the Forbearance Period (i.e., the limitation period shall expire on the 2 year anniversary of the expiry of the Forbearance Period).

4. Termination Events

Other than as may be consented to in writing by 122 Ltd. in its sole discretion, the Debtors agree that 122 Ltd.'s agreement to forbear from exercising its rights and remedies in respect of the Loan and Security Agreements shall terminate, without notice to the Debtors, upon the occurrence of any of the following (each, a "**Termination Event**"):

- a. the occurrence or notice of any default under the Loan and Security Agreements, other than the failure to make repayment on the date indicated therein, which, again, has been extended by the Parties;
- b. The Debtors' failure to perform, or the Debtors' defaulting, under any of the covenants set out in this Agreement;
- c. 122 Ltd. discovering that any representation made by the Debtors to 122 Ltd. as at the Effective Date hereof is untrue in any material respect when made;
- d. some other individual, corporation or entity of any kind—other than Cobra—commencing legal proceedings or legal action against the Debtors or any of their assets, and such

proceedings or actions will or are likely (in 122 Ltd.'s sole discretion, acting reasonably) to prejudice the legal position and security of 122 Ltd.;

- e. if the Debtors take any steps to challenge the validity or enforceability of the Loan and Security Agreements or this Agreement or any parts thereof;
- f. if a bankruptcy application or assignment or any other proceeding or case is filed, instituted, or commenced with respect to the Debtors (by any person other than 122 Ltd.) under any bankruptcy, insolvency, debt restructuring, reorganization, incorporation, readjustment of debts, dissolution, liquidation, winding-up or similar law, now or hereafter in effect, seeking the bankruptcy, liquidation, reorganization, dissolution, winding-up, composition or readjustments of debts of the Debtors, the appointment of a trustee, interim receiver, receiver, receiver and manager, custodian, guardian, liquidator, provisional liquidator, administrator, sequestrator or other like official for the Debtors, or all or any substantial part of the assets of the Debtors, or any similar relief;
- g. if the Debtors apply, absent the consent of 122 Ltd., to extend any stay of proceedings; and
- h. there is, in the opinion of 122 Ltd., acting reasonably, any adverse change in either the legal position or security position of 122 Ltd. or the financial condition of the Debtors, including any escalation by Cobra of its collection efforts against the Debtors.

5. Acknowledgements of the Debtors

The Debtors acknowledge and agree that:

- a. the Recitals to this Agreement are legal, valid, binding, and enforceable in accordance with their terms;
- b. the Loan and Security Agreements are legal, valid, binding, and enforceable in accordance with their terms;
- c. The Debtors are bound by any and all obligations under the Loan and Security Agreements;
- d. the Indebtedness remains owing to 122 Ltd.;
- e. except as set out in this Agreement, 122 Ltd. is entitled to exercise any of its rights and remedies under the Loan and Security Agreements and any applicable legislation or common law;
- f. for greater certainty, interest will continue to accrue on the Indebtedness pursuant to the terms of the Loan and Security Agreements during the Forbearance Period;
- g. there is no defence or set off to the claims of 122 Ltd. for:
 - i. repayment of the Indebtedness; and/or

- ii. enforcement of the Loan and Security Agreements.

6. **Covenants of the Debtors**

The Debtors covenant as follows:

- a. The Debtors shall remit when due, and in accordance with legal requirements, the following documents, to the extent applicable:
 - i. premiums payable in respect of employment insurance, Canada Pension Plan, and income tax deductions or interim payments with respect to the Debtors' businesses or their employees, where applicable;
 - ii. goods and services or sales taxes payable by the Debtors or their customers in connection with the sale of goods and services by the Debtors to such customers;

(collectively, the "**CRA Payables**")

and commencing after the Effective Date up until the end of the Forbearance Period, upon the request of 122 Ltd., provide to 122 Ltd. the following documentation, to the extent applicable:

- i. evidencing all such remittances to Canada Revenue Agency;
 - ii. relating to any audits performed in respect of the Debtors by Canada Revenue Agency; and
 - iii. relating to the Goods and Services Tax, Payroll and Corporate Income Tax Accounts of the Debtors with Canada Revenue Agency,
- (collectively, the "**CRA Disclosure**");

- b. The Debtors shall deliver to legal counsel for 122 Ltd. such other documents and assurances as 122 Ltd. or its legal counsel may reasonably require in order to give effect to this Agreement;
- c. The Debtors shall indemnify 122 Ltd. and hold 122 Ltd. harmless from and against all actions, suits, costs, losses, charges, fines, damages and expenses of every nature and kind whatsoever which 122 Ltd. may suffer or incur in relation to any CRA Payables owing by the Debtors to Canada Revenue Agency (the "**CRA Liability**"), and the Debtors shall reimburse 122 Ltd. for any amounts for which it may become liable pursuant to the CRA Liability (the "**Indemnification Amount**");
- d. in the event that the CRA Liability materializes, then the Debtors shall be liable to pay 122 Ltd. the Indemnification Amount, plus the costs incurred by 122 Ltd. (including solicitor and client costs) in reasonably defending any such action by the CRA claiming the Indemnification Amount (the Indemnification Amount and the costs collectively referred to

as the “**New Indebtedness**”). The Debtors agree that concurrent with the New Indebtedness arising:

- i. the Debtors grant to 122 Ltd. a charge and/or security interest against all of the Debtors’ real property and against all of the Debtors’ present and after-acquired personal property, in an amount equal to the New Indebtedness; and
 - ii. 122 Ltd. may register such charge and/or security interest at the Personal Property Registry and/or the Land Titles Office.
- e. The Debtors shall provide any and all information to 122 Ltd. or its agents, immediately upon the request of 122 Ltd. or its agents, including but not limited to financial reporting;
 - f. The Debtors shall cooperate with 122 Ltd. or its agents and take any steps, and deliver any documents as may be reasonably requested by 122 Ltd. or its agents, to comply with its requirements to provide information and review such information with 122 Ltd. or its agents;
 - g. The Debtors shall not create, incur, assume or suffer to exist any liens upon any of his property or assets and shall not convey, sell, assign, lease, transfer or otherwise dispose of any of his assets, without the prior written consent of 122 Ltd.;
 - h. The Debtors shall cooperate with 122 Ltd. and take any steps, deliver any documents, and facilitate or authorize any registrations as may be reasonably requested by 122 Ltd. to ensure the protection and preservation of the Lands (other than the Disposed Lands) and to preserve the rights and interest of 122 Ltd.;
 - i. The Debtors shall permit 122 Ltd. or its agents access, at all reasonable times, to the Lands (other than the Disposed Lands) to allow 122 Ltd. or its agent to inspect and/or appraise the said Lands (the “**Lands Appraisal**”);
 - j. The Debtors shall pay all interest and fees associated with the Loan and Security Agreements, this Agreement, and all costs, charges, expenses and fees associated with any Lands Appraisal commissioned by 122 Ltd.;
 - k. The Debtors shall pay costs to 122 Ltd. on a solicitor and his own client full indemnity basis for all steps that may be taken by 122 Ltd. to prepare this Agreement and to enforce the Loan and Security Agreements and this Agreement.

The foregoing are in addition to, and not in substitution of, the Debtors’ obligations under the Loan and Security Agreements.

7. **Covenants of 122 Ltd.**

Within a reasonable time after (i) 122 Ltd. receives confirmation that all outstanding CRA Payables have been repaid in full to 122 Ltd.’s satisfaction in its sole discretion, and (ii) the Debtors have repaid the Indebtedness in full, 122 Ltd. shall deliver to the Debtors evidence of the discharge of all of 122 Ltd.’s registrations in the Alberta Personal Property Registry and the Alberta Land Titles Office, as applicable.

with respect to the Loan and Security Agreements, provided, however, that 122 Ltd. will not be required to discharge any registrations that also secure any other debts and liabilities of the Debtors to 122 Ltd.

Nothing in this Agreement shall be construed as constituting an obligation or promise on the part of 122 Ltd. to extend financing to the Debtors upon the expiration of this Agreement.

8. Guarantees Acknowledgment Act Certificate

While it is 122 Ltd.'s position that Mr. Vold is not required to execute a *Guarantees Acknowledgement Act* certificate with respect to this Agreement for this Agreement to be binding upon Mr. Vold, out of an abundance of caution, Mr. Vold shall execute the *Guarantees Acknowledgment Act* certificate that is attached hereto and marked as **Schedule "2"** to this Agreement.

9. Release

In consideration of the covenants of 122 Ltd. herein contained, the Debtors hereby remise, release and forever discharge 122 Ltd., together with its employees, officers, directors and agents, of and from all manner of debts, liability, obligations, actions or causes of action, and all costs, charges and expenses which against 122 Ltd., together with its employees, its officers, directors and agents, the Debtors now have or will in the future have for or by reason of any matter or thing arising out of or created by the Loan and Security Agreements, the Indebtedness or anything done or omitted to be done by 122 Ltd. in relation thereto, up to and including the date of execution of this Agreement.

10. Assignment and Enurement

122 Ltd. may in its absolute discretion assign to an assignee all or any interest of 122 Ltd. in all or any of the Indebtedness, the Loan and Security Agreements, and/or this Agreement, including any document or Order granted pursuant to this Agreement.

This Agreement shall enure to the benefit of the parties hereto together with their respective successors and assigns.

11. Effectiveness

122 Ltd.'s offer to forbear from exercising its rights and remedies in respect of the Loan and Security Agreements shall remain open for acceptance by the Debtors until 4:00 p.m. (Edmonton time) on January 30, 2023, and is to be accepted by delivery of a duly executed acceptance of this Agreement by the Debtors.

12. Notice

Any notice required or permitted to be given by 122 Ltd. to the Debtors by statute, common law, or under this Agreement may be effectively given by sending same by courier or registered mail to the following address:

RR 3, Site 10, Box 5
Ponoka, AB T4J 1R3

OR by email to:

ryan@wolfcreekgolf.com

Service will be deemed to have been given at the time of delivery (including posting to the front door) in the case of courier, or in the case of registered mail, on the earlier of (a) the date acknowledgment of receipt is signed by the individual to whom it is addressed, and (b) seven days after sending, or in the case of email, on the date sent.

13. Independent Legal Advice

The Debtors acknowledge that, in executing and delivering this Agreement they have acted and continue to act freely and without duress. The Debtors confirm that they have had (or have been encouraged by 122 Ltd. and have had the opportunity to have, but have chosen not to have) the benefit of independent legal advice in connection with the preparation and negotiation of this Agreement and any and all Schedules attached hereto.

14. No Waiver

For greater certainty, except as suspended by this Agreement and the Forbearance Agreements, 122 Ltd. has not waived its rights to collect the Indebtedness owing under the Loan and Security Agreements.

15. Time of Essence

Time shall be of the essence of this Agreement in all respects.

16. Governing Law

This Agreement shall be governed by the laws of the Province of Alberta and the laws of Canada applicable therein and the Parties hereby attorn to the exclusive jurisdiction of the courts of competent jurisdiction in the Province of Alberta.

17. Counterparts

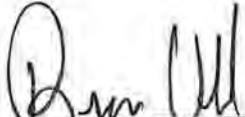
This Agreement may be executed in any number of counterparts and by the undersigned in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page to this Agreement by any of the undersigned by facsimile or "PDF" email transmission shall be as effective as delivery of a manually executed copy of this Agreement by such undersigned.

18. Entire Agreement

This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and may not be amended or modified except by written consent executed by all Parties. There are no

representations, warranties or undertakings between the Parties hereto with respect to the subject matter hereof other than as set out in this Agreement (and the Loan and Security Agreements ancillary hereto).


IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first written above.



RYAN VOLD

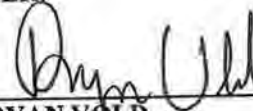
Date: Jan 27/2023

As to Ryan Vold's signature:



Name: (witness)

WOLF CREEK VILLAGE LTD.
PER:



RYAN VOLD
I have authority to bind the corporation

Title: Director


Date: Jan 27, 2023

As to Ryan Vold's signature on behalf of Wolf Creek Village Ltd.:



Name: (witness)

1224512 ALBERTA LTD.
PER:




ROB SCHMIDT
I have authority to bind the corporation

Title: Director

Date: Jan 27 2023

As to Rod Schmidt's signature on behalf of 1224512 Alberta Ltd.:



Name: Daniel England (witness)

SCHEDULE "1"

SCHEDULE "A"

PLAN 0628446
BLOCK 5
LOT 6
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 0628446
BLOCK 5
LOT 13
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 0740337
BLOCK 3
LOT 1
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 0740337
BLOCK 3
LOT 2
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 0740337
BLOCK 3
LOT 6
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 0740337
BLOCK 2
LOT 8
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 0740337
BLOCK 4
LOT 33
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 0823398
BLOCK 2
LOT 9
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 0823398
BLOCK 2
LOT 10
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 0823398
BLOCK 4
LOT 50
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 0823398
BLOCK 4
LOT 53
EXCEPTING THEREOUT ALL MINES AND MINERALS

SCHEDULE "A"

PLAN 0823398
BLOCK 6
LOT 3
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 0823398
BLOCK 6
LOT 4
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 0823398
BLOCK 6
LOT 14
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 0823398
BLOCK 6
LOT 15
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 0823398
BLOCK 6
LOT 17
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 0823398
BLOCK 6
LOT 18
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 0823398
BLOCK 6
LOT 19
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 0823398
BLOCK 6
LOT 20
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 0823398
BLOCK 6
LOT 21
EXCEPTING THEREOUT ALL MINES AND MINERALS

SCHEDULE "2"

THE GUARANTEES ACKNOWLEDGMENT ACT

(SECTION 3)

CERTIFICATE

I HEREBY CERTIFY THAT:

1. RYAN VOLD, the guarantor in the guarantee dated February 10, 2015 made between RYAN VOLD and 1224512 ALBERTA LTD., and a party to the forbearance agreement made between 1224512 ALBERTA LTD., RYAN VOLD, and WOLF CREEK VILLAGE LTD. which this certificate is attached to or noted on, appeared in person before me and acknowledged that he had executed the forbearance agreement.
2. I satisfied myself by examination of the guarantor that he is aware of the contents of the forbearance agreement and understands it and its effects in relation to the guarantee dated February 10, 2015 noted above.

MILES A.M. CYMBALUK, K.C.
Barrister & Solicitor

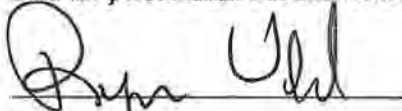
CERTIFIED by _____, Lawyer, at the City of Panorama, in the Province of Alberta,
this 27 day of January 2023.



Signature

STATEMENT OF GUARANTOR

I am the person named in this certificate.



RYAN VOLD

AFFIDAVIT OF EXECUTION

CANADA)	MILES A.M. CYMBALUK, K.C.
PROVINCE OF ALBERTA)	I, <u>Barrister & Solicitor</u> , of <u>the town of</u>
TO WIT:)	<u>Ponoka</u> , in the Province of Alberta,
)	MAKE OATH AND SAY THAT:

1. I was personally present and did see **RYAN VOLD** (both personally, and in his capacity as the director of Wolf Creek Village Ltd.) named in the attached instrument, who, on the basis of identification shown to me, I believe to be the person named in the within (or annexed) instrument, 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 believe that **RYAN VOLD** (who executed the said instrument both personally and on behalf of Wolf Creek Village Ltd.) is of the full age of eighteen (18) years.

no
SWORN BEFORE ME at the
 City/Town of Ponoka
 in the Province of Alberta, this 27
 of January 2023.



A COMMISSIONER FOR OATHS in
 and for the Province of Alberta.

TAMMY ORO
 A Commissioner for Oaths
 in and for Alberta
 My Commission Expires July 9, 2023



Name: _____

MILES A.M. CYMBALUK, K.C.
 Barrister & Solicitor

AFFIDAVIT OF EXECUTION

CANADA)	1. <u>Danrel England</u> , of <u>the city of</u>
PROVINCE OF ALBERTA)	<u>Edmonton</u> , in the Province of Alberta,
TO WIT:)	MAKE OATH AND SAY THAT:

1. I was personally present and did see **ROD SCHMIDT** (in his capacity as the director of 1224512 Alberta Ltd.), named in the attached instrument, who, on the basis of identification shown to me, I believe to be the person named in the within (or annexed) instrument, 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 believe that **ROD SCHMIDT** (who executed the said instrument on behalf of 1224512 Alberta Ltd.) is of the full age of eighteen (18) years.

SWORN BEFORE ME at the
 City/Town of Edmonton
 in the Province of Alberta, this 27
 of January 2023.



A COMMISSIONER FOR OATHS in
 and for the Province of Alberta.

KIMBERLY STONE
 A Commissioner for Oaths and
 a Notary Public in and for Alberta
 being a Student-at-Law.



 Name: Danrel England

Wolf Creek Loan

Compounding Period: Semiannual

Nominal Annual Rate: 8.000%

Cash Flow Data - Loans and Payments

Event	Date	Amount	Number	Period	End Date
1 Loan	01/01/2015	2,388,518.04	1		
2 Payment	02/01/2015	0.00	1		
3 Payment	03/01/2015	0.00	1		
4 Payment	04/01/2015	10,000.00	1		
5 Payment	05/01/2015	0.00	1		
6 Payment	06/04/2015	148,146.14	1		
7 Payment	07/01/2015	0.00	1		
8 Payment	08/24/2015	112.82	1		
9 Payment	09/01/2015	0.00	1		
10 Payment	10/01/2015	0.00	1		
11 Payment	11/01/2015	0.00	1		
12 Payment	12/01/2015	0.00	1		
13 Payment	01/01/2016	0.00	1		
14 Payment	02/01/2016	0.00	1		
15 Payment	03/01/2016	0.00	1		
16 Payment	04/01/2016	0.00	1		
17 Payment	05/01/2016	0.00	1		
18 Payment	06/01/2016	0.00	1		
19 Payment	07/01/2016	0.00	1		
20 Payment	08/01/2016	0.00	1		
21 Payment	09/01/2016	0.00	1		
22 Payment	10/01/2016	0.00	1		
23 Payment	11/01/2016	0.00	1		
24 Payment	12/01/2016	0.00	1		
25 Payment	01/01/2017	0.00	1		
26 Payment	02/01/2017	0.00	1		
27 Payment	03/01/2017	0.00	1		
28 Payment	04/01/2017	0.00	1		
29 Payment	05/01/2017	0.00	1		
30 Payment	06/01/2017	0.00	1		
31 Payment	07/01/2017	0.00	1		
32 Payment	08/01/2017	0.00	1		
33 Payment	09/01/2017	0.00	1		
34 Payment	10/01/2017	0.00	1		
35 Payment	11/01/2017	0.00	1		
36 Payment	12/01/2017	0.00	1		

This is Exhibit Q referred to in the Affidavit ofRod SchmidtSworn before me this 31 dayOf August A.D., 20 23A Notary Public, A Commissioner for Oaths
in and for Alberta
CARLY TORONCHUK
Barrister & Solicitor

Wolf Creek Loan

Event	Date	Amount	Number	Period	End Date
37 Payment	01/01/2018	0.00	1		
38 Payment	02/01/2018	0.00	1		
39 Payment	03/01/2018	0.00	1		
40 Payment	04/01/2018	0.00	1		
41 Payment	05/01/2018	0.00	1		
42 Payment	06/01/2018	0.00	1		
43 Payment	07/01/2018	0.00	1		
44 Payment	08/01/2018	0.00	1		
45 Loan	09/01/2018	0.00	1		
46 Payment	10/01/2018	0.00	1		
47 Payment	11/01/2018	0.00	1		
48 Payment	12/01/2018	0.00	1		
49 Payment	01/01/2019	0.00	1		
50 Payment	02/01/2019	0.00	1		
51 Payment	03/01/2019	0.00	1		
52 Payment	04/01/2019	0.00	1		
53 Payment	05/01/2019	0.00	1		
54 Payment	06/01/2019	0.00	1		
55 Payment	07/01/2019	0.00	1		
56 Payment	08/01/2019	0.00	1		
57 Payment	09/01/2019	0.00	1		
58 Payment	10/01/2019	0.00	1		
59 Payment	11/01/2019	0.00	1		
60 Payment	12/01/2019	0.00	1		
61 Payment	01/01/2020	0.00	1		
62 Payment	02/01/2020	0.00	1		
63 Payment	03/01/2020	0.00	1		
64 Payment	04/01/2020	0.00	1		
65 Payment	05/01/2020	0.00	1		
66 Payment	06/01/2020	0.00	1		
67 Payment	07/01/2020	0.00	1		
68 Payment	08/01/2020	50,000.00	1		
69 Payment	09/01/2020	0.00	1		
70 Payment	10/01/2020	0.00	1		
71 Payment	11/01/2020	0.00	1		
72 Payment	12/01/2020	0.00	1		
73 Payment	01/01/2021	0.00	1		
74 Payment	02/01/2021	0.00	1		
75 Payment	03/01/2021	0.00	1		
76 Payment	04/01/2021	0.00	1		
77 Payment	05/01/2021	0.00	1		
78 Payment	06/01/2021	0.00	1		
79 Payment	07/01/2021	0.00	1		
80 Payment	08/01/2021	0.00	1		
81 Payment	09/01/2021	0.00	1		
82 Payment	10/01/2021	0.00	1		

Wolf Creek Loan

08/24/2023 8:20 AM

Event	Date	Amount	Number	Period	End Date
83 Payment	11/01/2021	0.00	1		
84 Payment	12/01/2021	0.00	1		
85 Payment	01/01/2022	0.00	1		
86 Payment	02/01/2022	0.00	1		
87 Payment	03/01/2022	0.00	1		
88 Payment	04/01/2022	0.00	1		
89 Payment	05/01/2022	0.00	1		
90 Payment	06/01/2022	0.00	1		
91 Payment	07/01/2022	0.00	1		
92 Payment	08/01/2022	0.00	1		
93 Payment	09/01/2022	0.00	1		
94 Payment	10/01/2022	0.00	1		
95 Payment	11/01/2022	0.00	1		
96 Payment	12/01/2022	0.00	1		
97 Payment	01/01/2023	0.00	1		
98 Payment	02/01/2023	0.00	1		
99 Payment	03/01/2023	0.00	1		
100 Payment	04/01/2023	0.00	1		
101 Payment	05/01/2023	0.00	1		
102 Payment	06/01/2023	0.00	1		
103 Payment	07/01/2023	0.00	1		
104 Payment	08/24/2023	4,391,019.98	1		