Form 49
[Rule 13.19]

COURT FILE NUMBER	1901- 03879	CLERK OF THE COURT **FILED** MAR 15 2019 JUDICIAL CENTRE OF CALGARY
COURT	COURT OF QUEEN'S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY	
PLAINTIFF	HSBC BANK CANADA	
DEFENDANT	GENCO HOLDINGS LTD.	
DOCUMENT	**AFFIDAVIT**	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Torys LLP 4600 Eighth Avenue Place East 525 - Eighth Ave SW Calgary, AB T2P 1G1 Attention: Kyle Kashuba Telephone: + 1 403.776.3744 Fax: +1 403.776.3800 Email: kkashuba@torys.com File No. 32613-2049	

AFFIDAVIT OF CAMERON BAILEY

Sworn on March 15th, 2019

I, Cameron Bailey, of Calgary, Alberta, SWEAR AND SAY THAT:

1. I am Assistant Vice President, Loan Management Unit for the Plaintiff, the HSBC Bank Canada ("**HSBC**" or the "**Bank**"), and am presently responsible for the administration of the within accounts. As such, I have personal knowledge of the matters and facts hereinafter sworn to, except where stated to be based on information and belief, and where so stated, I verily believe the same to be true.

2. The Defendant, Genco Holdings Ltd. ("**Genco**") is, as far as I am aware based on a search at the Alberta Corporate Registry, a corporation incorporated in Alberta with a registered office located in Calgary, Alberta. Attached hereto and marked as **Exhibit "A"** is a true copy of a Corporate Registry search for Genco, dated December 21, 2018.

Loan Indebtedness

3. HSBC, as lender, provided various loans to Genco, as borrower, since approximately May 2012 pursuant to various facility letters. On or around March 20, 2017, HSBC, as lender, and Genco, as borrower, entered into a Commitment Letter, which replaced all previous facility letters (the "**Loan Agreement**"). Attached hereto and marked as **Exhibit "B"** is a true copy of the Loan Agreement.

4. Pursuant to the Loan Agreement, Genco was provided with certain secured demand credit facilities on the terms set out in the Loan Agreement and all related and amending documents, including but not limited to:

   (a) a demand non-revolving loan in the amount of CAD 3,056,486.48, with interest at the Bank's Prime Rate plus 2.5% per annum, for the refinancing of certain lands (the "**160 Acre Loan**"), with the legal description set out below:

   THE NORTH EAST QUARTER OF SECTION 9
   TOWNSHIP 26
   RANGE 1
   WEST OF THE FIFTH MERIDIAN
   CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS
   EXCEPTING THE SOUTHERLY 1,320 FEET OF THE EASTERLY
   1,320 FEET CONTAINING 16.2 HECTARES (40 ACRES)
   MORE OR LESS
   EXCEPTING THEREOUT ALL MINES AND MINERALS

   \- and -

   MERIDIAN 5 RANGE 1 TOWNSHIP 26
   SECTION 9
   THE SOUTHERLY 1320 FEET OF THE EASTERLY 1320 FEET
   OF THE NORTH EAST QUARTER
   CONTAINING 40 ACRES MORE OR LESS
   EXCEPTING THEREOUT ALL MINES AND MINERALS

   (the "**160 Acre Lands**");

   (b) a demand non-revolving loan in the amount of CAD 2,867,408.32, with interest at the Bank's Prime Rate plus 2.0% per annum, for the purchase and financing of certain lands and buildings located at 608 7th St. SW, Calgary, AB (the "**608 Loan**");

   (c) a demand non-revolving loan in the amount of CAD 7,369,584.00, with interest at the Bank's Prime Rate plus 2.0%, for the financing of the construction of a building to be constructed on lands situated at 634 6th Ave. SW, Calgary, AB (the "**634 Loan**"), with the legal description set out below:

PLAN SA1
BLOCK 29
LOTS 37 & 38

(the "**634 Lands**");

(d) a corporate MasterCard facility (the "**MasterCard Facility**") limited to the sum of CAD 150,000.00, with interest at 19.90% per annum;

(e) further and other credit facilities, all of which were subject to being amended and restated from time to time.

(collectively, the "**Credit Facilities**")

5. In accordance with the terms of the Loan Agreement, HSBC advanced various demand loans to Genco under the various Credit Facilities from time to time.

6. As of March 14, 2019, the total indebtedness owing by Genco to HSBC was CAD 8,558,472.65, plus associated costs and disbursements with additional interest and other charges accrued and accruing thereon at the rates and on the terms established by the Loan Agreement (the "**Indebtedness**"). Per diem interest was, as at the above referenced date, accruing in the amount of CAD 1,425.42 per day.

7. Attached hereto and marked as **Exhibit "C"** is a true copy of the Alberta Personal Property Registry search results for Genco, dated December 24, 2018.

The Bank's Security

8. As security for repayment of the amounts advanced under the Credit Facilities pursuant to the Loan Agreement, Genco granted various security to HSBC. The various security taken by HSBC includes, but is not limited to the following:

(a) General Security Agreement dated May 23, 2012 granted by the Genco to HSBC (the "**GSA**"). Attached hereto and marked as **Exhibit "D"** is a true copy of the GSA;

(b) Demand Collateral Land Mortgage in the amount of CAD 3,300,000, as amended, from Genco dated May 23, 2012, creating a first, fixed and specific mortgage and charge over certain the 160 Acres Lands. Attached hereto and marked as **Exhibit "E"** is a true copy of the Demand Collateral Land Mortgage for the 160 Acre Lands. This mortgage registered on the 160 Acre Lands' Land Title Certificate as Instrument Number 141 138 178. Attached hereto and marked as **Exhibit "F"** is a true copy of the 160 Acre Lands' Land Title Certificate;

(c) Assignment of rents and leases of the 160 Acre Lands dated May 21, 2014. Attached hereto and marked as **Exhibit "G"** is a true copy of the Assignment of rents and leases of the 160 Acre Lands;

(d) Demand Collateral Land Mortgage in the amount of CAD 1,300,000 from Genco dated May 23, 2012, creating a first, fixed and specific mortgage and charge over the 634 Lands as amended by the mortgage amending agreement dated July 22nd, 2013, increasing the above-noted amount of the mortgage to CAD 18,375,000. Attached hereto and marked as **Exhibit "H"** is a true copy of the Demand Collateral Land Mortgage for the 634 Lands. This mortgage, as amended by the mortgage amending agreement is registered on the 634 Lands' Land Title Certificate as Instrument Number 131 249 561. Attached hereto and marked as **Exhibit "I"** is a true copy of the 634 Lands' Land Title Certificate;

(e) Assignment of rents and leases of the 634 Lands dated May 23, 2012. Attached hereto and marked as **Exhibit "J"** is a true copy of the Assignment of rents and leases of the 634 Lands;

(f) Assignment of contracts dated July 22, 2013 executed by Genco. Attached hereto and marked as **Exhibit "K"** are true copies of the Assignment of Contracts;

(g) Certain corporate and personal guarantees; and

(h) Further and other security.

(collectively, the "**Security**")

9. It is an express term of the Loan Agreement, Credit Facilities and the Security that the Indebtedness owing to HSBC was repayable upon demand, or alternatively upon the occurrence of a default by Genco.

10. Further, it is a term of the Loan Agreement and related security that Genco agreed to pay all fees, costs, and expenses incurred by HSBC, including legal fees on a full indemnity, solicitor-and-his-own client basis, and other costs and expenses incurred by HSBC, including but not limited to those in connection with the preparation, negotiation, and documentation of any agreements and related security, and the operation, enforcement or termination of any agreements and related security, and the preservation of HSBC's rights thereunder.

Default by Genco

11. Genco has failed to comply with the express terms of the Loan Agreement, the Credit Facilities and the related Security. Specifically, Genco has:

(a) failed to make payments on its Credit Facilities when demanded or due; and

(b) permitted the accumulation of over $873,415.76 in property tax arrears for the 634 Lands;

12. Additionally, Genco has accumulated an unauthorized overdraft on its chequing account in the amount of $131,059.59 (the "**Unauthorized Overdraft**"). On or about January 30, 2019, I personally contacted Pali Bedi, who I verily believe to be President of Genco, by phone, to discuss the Unauthorized Overdraft. On behalf of Genco, Mr. Bedi agreed that Genco would clear the Unauthorized Overdraft by no later than February 1, 2019. To date, this has not occurred, and the Unauthorized Overdraft remains outstanding.

13. I verily believe that the activities described in paragraphs 11 and 12 above demonstrate that Genco is experiencing significant financial difficulty.

14. Further, the activities described in paragraph 11 and 12 above represent specific breaches of the express terms of the Loan Agreement, the Credit Facilities and the related Security, which require, *inter alia*:

(a) that Genco pay its debts as they generally become due; and

(b) that Genco not default on the payment of any indebtedness to the Bank when demanded or due.

For these and other reasons, Genco is in default on the Loan Agreements, the Credit Facilities and the related Security.

15. Given the failure of Genco to make payment on demand as well as the above noted breaches and defaults committed by Genco under the Loan Agreement, the Credit Facilities and the related Security, HSBC is now at liberty to enforce its rights in relation to the Security.

16. In light of the above noted breaches and defaults committed by Genco, I have significant concerns regarding the company's ability to continue to operate as a going concern. Additionally, I have great concern with management's continued control of the business and operations, and its ability to address the Indebtedness owing to HSBC in a proper manner.

17. Based on information and representations made to HSBC by Genco, I understand that construction and development on the 634 Lands was completed in or around 2015, and that the property has been actively marketed by Genco or its agents since that time. I further understand that notwithstanding the active marketing of the property, currently 12 of the 24 units developed on the 634 Lands remain unsold.

18. Based on information and representations made to HSBC by Genco, I further understand that Genco has also undertaken various attempts to sell the 634 Lands in its entirety. Although Genco has previously informed the Bank of pending sales of the property, no such sale has ever materialized.

19. I am not aware of any attempts by Genco to actively market or sell the 160 Acre Lands.

Demand and Notice

20. On February 22, 2019, HSBC, though its counsel, delivered to Genco a demand (the "**Demand**") and Notice of Intention to Enforce Security (the "**Notice**") pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* ("**BIA**"). Attached hereto and marked as **Exhibit "L"** is a true copy of the form of the Demand and Notice sent to Genco.

21. Since the issuance of the Demand and Notice under the BIA, no portion of the Indebtedness has been repaid to HSBC.

Consent to Act

22. Ernst & Young Inc. has consented to act as receiver and manager or in the alternative, as receiver over the right, title and interest of Genco in and to the 160 Acre Lands and the 634 Lands. Attached hereto and marked as **Exhibit "M"** is a copy of the Consent to Act executed by the office of the proposed receiver.

Relief Sought

23. I make this affidavit in support of an Order appointing Ernst & Young Inc. as the Court-appointed receiver and manager over the right, title and interest of Genco in and to the 160 Acre Lands and the 634 Lands pursuant to the form of receivership order appended to the application for such appointment filed by HSBC in these proceedings.

SWORN BEFORE ME at Calgary, Alberta, this 15th day of March, 2019.	)))))	
Notary Public / Commissioner for Oaths in and for Alberta	)	CAMERON BAILEY

Evan James Dickinson
Barrister, Solicitor and Notary Public

EXHIBIT "A"

This is Exhibit "A" referred to
in the Affidavit of Cameron Bailey
Sworn before me this 15th day of March, 2019

Notary Public
In and for the Province of Alberta

Evan James Dickinson
Barrister, Solicitor and Notary Public

Government of Alberta ■

Corporation/Non-Profit Search

Corporate Registration System

Date of Search: 2018/12/21
Time of Search: 02:55 PM
Search provided by: TORYS LLP

Service Request Number: 30200473
Customer Reference Number:

Corporate Access Number: 208641183
Legal Entity Name: GENCO HOLDINGS LTD.

Legal Entity Status: Active
Alberta Corporation Type: Named Alberta Corporation
Registration Date: 2000/01/28 YYYY/MM/DD
Date of Last Status Change: 2002/05/15 YYYY/MM/DD

Registered Office:
Street: 1400, 707 - 7TH AVENUE SW
City: CALGARY
Province: ALBERTA
Postal Code: T2P 3H6

Records Address:
Street: 1400, 707 - 7TH AVENUE SW
City: CALGARY
Province: ALBERTA
Postal Code: T2P 3H6

Directors:

Last Name: BEDI
First Name: PALI
Street/Box Number: 980 - 101 STREET S.W.
City: CALGARY

Province: ALBERTA
Postal Code: T3H 3Z5

Last Name: HANS
First Name: JASBIR
Street/Box Number: 11 KINGS ROAD
City: ROCKYVIEW COUNTY
Province: ALBERTA
Postal Code: T1Z 0A2

Last Name: TATLA
First Name: TARLOK
Middle Name: SINGH
Street/Box Number: 11 DEL RAY CRESCENT N.E.
City: CALGARY
Province: ALBERTA
Postal Code: T1Y 6V8

Voting Shareholders:

Legal Entity Name: JH HOLDINGS LTD.
Corporate Access Number: 2017191103
Street: 1400, 707 - 7 AVENUE S.W.
City: CALGARY
Province: ALBERTA
Postal Code: T2P 3H6
Percent Of Voting Shares: 33

Last Name: PB HOLDINGS LTD.
Street: 1400, 707 - 7 AVENUE S.W.
City: CALGARY
Province: ALBERTA
Postal Code: T2P 3H6
Percent Of Voting Shares: 34

Last Name: TATLA HOLDINGS LTD.
Street: 1400, 707 - 7 AVENUE S.W.
City: CALGARY
Province: ALBERTA
Postal Code: T2P 3H6

Percent Of Voting Shares: 33

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure:	SCHEDULE "A" IS ATTACHED HERETO AND FORMS PART OF THIS FORM.
Share Transfers Restrictions:	TRANSFER OF SHARES IS RESTRICTED; NO SHARES IN THE CORPORATION MAY BE TRANSFERRED WITHOUT APPROVAL FROM THE BOARD OF DIRECTORS.
Min Number Of Directors:	1
Max Number Of Directors:	7
Business Restricted To:	NO RESTRICTIONS
Business Restricted From:	NO RESTRICTIONS
Other Provisions:	SCHEDULE "B" IS ATTACHED HERETO AND FORMS PART OF THIS FORM.

Holding Shares In:

Legal Entity Name
933698 ALBERTA INC.
GENCO PLACE PROPERTIES LTD.
1019185 ALBERTA INC.
GENCO DEVELOPMENT CORPORATION
GDC (120 ACRES) LTD.
GDC (TUSCANY) LTD.
GDC (EDMONTON) LTD.
GDC (GP) LTD.
GENCO (TUSCANY) LTD.
GDC (OKOTOKS) LTD.
1686108 ALBERTA LTD.
GENCO (COPPERPOND) LTD.
GENCO (SHEPARD) LTD.
GENCO (WEST EDMONTON) LTD.

GENCO (WALDEN) LTD.
GENCO (1108) LTD.

Associated Registrations under the Partnership Act:

Trade Partner Name	Registration Number
INFINITY ON ELEVENTH	TN19129717

Other Information:

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2019	2018/12/18

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2000/01/28	Incorporate Alberta Corporation
2002/03/02	Status Changed to Start for Failure to File Annual Returns
2005/01/17	Capture Microfilm/Electronic Attachments
2005/06/07	Change Address
2016/01/05	Change Director / Shareholder
2018/12/18	Enter Annual Returns for Alberta and Extra-Provincial Corp.

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2000/01/28
Other Rules or Provisions	ELECTRONIC	2000/01/28
Amended Annual Return	10000104100410847	2005/01/17

This is to certify that, as of this date, the above information is an accurate reproduction of data contained within the official records of the Corporate Registry.

REGISTRAR OF

CORPORATIONS

EXHIBIT “B

This is Exhibit "B" referred to
in the Affidavit of Cameron Bailey
Sworn before me this 15th day of March, 2019

Notary Public
In and for the Province of Alberta
Evan James Dickinson
Barrister, Solicitor and Notary Public

HSBC

March 20, 2017

Genco Holdings Ltd.
1100 – 634 6th Ave. SW
Calgary, Alberta
T2P 0S4

Attention: Mr. Pali Bedi

Dear Sir:

HSBC Bank Canada (the "Bank") is pleased to offer the following new credit facilities (the "Loans") on the terms and conditions set out below. The terms and conditions contained in the Schedule are incorporated by reference into and form an integral part of this facility letter (the "Facility Letter"). This letter replaces all previous facility letters provided.

Borrower

Genco Holdings Ltd. (the "Borrower").

1. **160 Acres Loan**

1.1 Amount:

CAD 3,056,486.48 demand non-revolving loan (the "160 Acres Loan").

1.2 Purpose:

To assist with a shareholder buyout in Genco. The loan is provided to re-finance the 160 acres of land to be transferred to the Borrower located in M.D Rocky View known as:

The northeast quarter of Section 9 Township 26 Range 1 west of the 5th meridian containing 160 acres more or less (the "160 Acre Lands").

1.3 Availability:

Previously advanced.

1.4 Repayment:

Repayable upon demand. Until and unless otherwise demanded, blended monthly payments of principal and interest shall be payable monthly based upon HSBC's prime rate over a 5 year amortization commenced October 31, 2016. Current installments are CAD 62,577.98. The 160 Acres Loan is to be fully repaid by October 31, 2017 (extended from October 31, 2016).

1.5 Interest:

Interest shall be paid at the Bank's Prime Rate plus 2.50% per annum.

The Borrower shall pay to the Bank 0.5% of the 160 Acre Loan an extension fee.

2. **608 Loan**

2.1 Amount:

CAD 2,867,408.32 demand non-revolving loan (the "608 Loan").

2.2 Purpose:

Used to assist in financing the land and building located at 608 7th St. SW, Calgary, AB (the "608 Lands").

2.3 Availability:

Previously advanced.

2.4 Repayment:

Repayable upon demand. Until and unless otherwise demanded, blended monthly payments of principal and interest shall be payable monthly based upon HSBC's prime rate over a 3 year amortization commenced July 31, 2016. Initially payments will be CAD 107,734.18. The 608 Loan is to be fully repaid by June 30, 2019.

2.5 Interest and Fees:

Interest shall be paid at the Bank's Prime Rate plus 2.0% **(increased from 1.5%)** per annum.

3. **634 Construction Loan**

3.1 Amount:

CAD 7,369,584 demand non-revolving loan (the "634 Construction Loan").

3.2 Purpose:

To assist in financing the construction of a 59,480 sq. ft. 11-storey office condominium (the "634 Project") to be constructed on lands situated at 634 6th Ave. SW, Calgary, Alberta (the "634 Lands"). The budget is as follows:

In (000's)

Programme:		**Financing:**	
Land	$ 2,600	Bank	$17,150
Demolition	$ 909	Genco Equity	$ 3,675
Hard costs	$15,514	Bancorp 2nd mortgage	$ 3,675
Soft costs	$ 3,702		
Interest & fees	$ 1,000		
Contingency	$ 775		
Total	$24,500	Total	$24,500

3.3 Availability:

Previously advanced

3.4 Repayment:

The amount outstanding under the 634 Construction Loan shall be reduced by 100% of the Net Sale Proceeds realized on the sale condominium units (the "Units") in the Project, which shall not, in any event, be for less than the minimum price (the "Minimum Price"), being 90% of the appraised value per the appraisal to be provided in the Conditions Precedent. All amounts outstanding under the 634 Construction Loan shall be repaid on demand by the Bank and unless and until otherwise demanded, blended monthly payments of principal and interest shall be payable monthly based upon the residual balance of CAD 6,561,437.99 (i.e. after expected minimum Net Sale Proceeds and forfeited deposits on any presales not closed to be adjusted at the sole discretion of the Bank should payments not be received as expected), HSBC's prime rate over a 10 year amortization commencing February 28, 2017. Initially installments will be CAD 68,636.22. In addition, a minimum principal reduction of CAD 500,000 to be received by October 31, 2017 from sales of Units and/or cash equity from the Borrower and/or Guarantors. The 634 Construction Loan is to be fully repaid by October 31, 2017 (extended from October 31, 2016).

3.5 Interest and Fees:

Interest shall be paid at the Bank's Prime Rate plus 2.0% **(increased from 1.5%)** per annum.

The Borrower shall pay to the Bank 0.25% of the 634 Construction Loan as an extension fee.

The Borrower shall pay to the Bank CAD 250 with respect to each draw made under the 634 Construction Loan.

The Borrower shall pay to the Bank CAD 250 with respect to each unit partially discharged under the 634 Construction Loan.

4. **MasterCard Facility**

4.1 **Amount:**

CAD 150,000 corporate MasterCard facility (the "MasterCard Facility")

4.2 Purpose:

As per MasterCard Agreement.

4.3 Availability:

As per MasterCard Agreement.

4.4 Repayment:

As per MasterCard Agreement.

4.5 Interest and Fees:

As per MasterCard Agreement.

5. **Security**

5.1 Security Documents:

The liability, indebtedness and obligations of the Borrower under the Loans and this Facility Letter shall be evidenced, governed and secured, as the case may be, by the following documents (the "Security Documents") completed in form and manner satisfactory to the Bank's or its solicitors:

On Hand:

(a) general security agreement creating a first priority security interest in all present and after acquired personal property of the Borrower, and a floating charge over all of the Borrower's present and after acquired real property;

(b) demand collateral land mortgage in the amount of CAD 3,300,000 from the Borrower, creating a first, fixed and specific mortgage and charge over the 160 Acre Lands;

(c) assignment of rents and leases of the 160 Acre Lands registered via caveat on title by the Borrower;

(d) demand collateral land mortgage in the amount of CAD 1,300,000 from the Borrower, creating a first, fixed and specific mortgage and charge over the 634 Lands;

(e) assignment of rents and leases of the 634 Lands registered via caveat on title by the Borrower;

(f) demand collateral land mortgage in the amount of CAD 3,500,000 from the Borrower, creating a first, fixed and specific mortgage and charge over the 608 Lands;

(g) assignment of rents and leases of the 608 Lands registered via caveat on title by the Borrower;

(h) assignment/endorsements by the Borrower, to the Bank of all risk insurance (including extended coverage endorsement) in amounts and from an insurer acceptable to the Bank, such policy to include public liability insurance;

(i) environmental agreement and indemnity executed by the Borrower and the Guarantors;

(j) assignment and postponement by the Guarantors of all present and future amounts outstanding to them by the Borrower;

(k) mortgage amending agreement increasing the amount of the mortgage outlined in (d) to CAD 18,375,000;

(l) mortgage amending agreement increasing the amount of the mortgage outlined in (i) to CAD 4,000,000;

(m) joint and several guarantee of the indebtedness of the Borrower to the Bank, limited to CAD 31,693,500, executed by Jasbir Hans, Tarlok Tatla, and Pali Bedi (the "Guarantors"), plus interest and charges as set out in the guarantee;

(n) corporate guarantee of the indebtedness of the Borrower to the Bank, limited to CAD31,693,500, executed by Solo Liquor Holdings Ltd., Solo Liquor Store #1 Ltd., Solo Liquor Store #3 Ltd., Solo Liquor Store #4 Ltd., Solo Liquor Store #7 Ltd., Solo Liquor Store #8 Ltd., Solo Liquor Store (Panorama) Ltd., Solo Liquor Store (St. Albert) Ltd., Solo Liquor Store (Bankview) Ltd., Solo Liquor Store (Copperfield) Ltd., Solo Liquor Store (Spruce Grove) Ltd., Solo Liquor Store (Stony Plain) Ltd., Solo Liquor Store (Sherwood Park 1) Ltd., Solo Liquor Store (Grand Prairie) Ltd., Solo Liquor Store (Southpark) Ltd., and Solo Liquor Store (Red Deer) Ltd., Solo Liquor (Beaumont) Ltd., Solo Liquor (Millwood) Ltd., Solo Liquor (Hanson Ranch) Ltd., Solo Liquor (Lloydminster) Ltd., Solo Liquor Store (Copperpond) Ltd., Solo Liquor Store (North St Albert) Ltd., and Solo Liquor Store (Leduc) Ltd. (the "Guarantors"), plus interest and charges as set out in the guarantee;

(o) debt service and cost overrun agreements from the Borrower and the Guarantors re: 634 Construction Loan;

(p) assignment of contracts, including the subtrade construction contracts, pre-sale agreements, and any other service or material supply contracts, permits, plans, drawings, designs and specification in respect of the 634 Project;

(q) priority and standstill agreement with Bancorp Financial Services;

(r) priority and standstill agreement from Bolero Enterprises Inc. satisfactory to the Bank;

(s) such ancillary resolutions and certificates as the Bank may reasonably request in order to register or otherwise perfect the documents listed above.

5.2 Registration:

The Security Documents will be registered in all jurisdictions and at all registries or public office as the Bank may determine necessary or beneficial to perfect or protect its interest under the Security Documents. The Security Documents shall rank in priority to all other mortgages, charges, liens, encumbrances and security interests unless otherwise specifically agreed to in writing by the Bank.

6. Conditions Precedent

The conditions precedent to the Bank's obligation to the advance of the Loans and to the continued availability of the Loans are set out below and in Section IV of the attached Schedule to this Facility Letter (collectively the "Conditions Precedent"). The Borrower shall deliver or cause to be delivered the following in form and content satisfactory to the Bank or its solicitor.

(a) Satisfactory appraisal report on the 634 Lands remaining unsold units showing a minimum appraised value of the remaining units of the Project, of not less than CAD 17,100,000;

(b) Transmittal report re: appraisal outlined in (a) addressed to the Bank indicating its suitability for financing purposes;

(c) Satisfactory appraisal report on the 608 Lands showing a minimum appraised value of not less than CAD 7,600,000;

(d) Transmittal report re: appraisal outlined in (c) addressed to the Bank indicating its suitability for financing purposes;

(e) Satisfactory appraisal report on the 160 Acre Lands showing a minimum appraised value of not less than CAD 10,600,000;

(f) Transmittal report re: appraisal outlined in (e) addressed to the Bank indicating its suitability for financing purposes;

7. **Borrower's Covenants and Conditions**

The Borrower shall comply with the following conditions set out in this Facility Letter and the attached Schedule:

(a) The Borrower to conduct its day to day banking with HSBC Bank Canada, 407-8th Avenue SW, Calgary, AB;

(b) Status update re: insurance claim for 608 Lands to be provided by the Borrower's lawyer handling the insurance claim by no later than April 30, 2017;

(c) Insurance consultant approved by the Bank to provide a satisfactory review of the current insurance policy for the 634 Project by no later than April 30, 2017.

8. **Financial Statements and Reports**

The Borrower shall deliver to the Bank the following:

(a) Annually, within 120 days of the Borrower's fiscal year end:

I. Notice to Reader financial statements for the Borrower;

II. Review Engagement financial statements for Solo Liquor Holdings Ltd. (consolidated);

III. personal financial statements for the non-corporate Guarantors;

9. **Lapse, Periodic Review and Cancellation**

Without limiting the Bank's right to demand repayment of the Loans at any time, the Loans shall be subject to periodic review by the Bank as and when determined by the Bank in its discretion. Any unadvanced portion of the Loans shall be automatically cancelled upon demand being made by the Bank for repayment of the amount outstanding under the Loans. The Loans under this Facility Letter are uncommitted and, notwithstanding any other provision of this Facility Letter, the Bank may, at any time, in its sole discretion, (i) on same day notice to the Borrower, terminate the Borrower's right to make requests for the Loans hereunder, and (ii) even if the amounts available under the Loans has not terminated, decline any request for the Loans.

10. **Acceptance**

The terms and conditions of this Facility Letter may be accepted by signing, dating and returning the enclosed duplicate copy of this Facility Letter signed by each Borrower and Guarantors to the Bank by 5:00 p.m. on March 24, 2017. Failing such acceptance, this offer shall be of no further force or effect.

Yours truly,
HSBC BANK CANADA

Allen Selley
Assistant Vice President
Commercial Real Estate

Jeff Govett
Assistant Vice President
Commercial Real Estate

The undersigned hereby acknowledges and agrees to the terms and conditions of this Facility Letter this 05 day of may, 2017

THE BORROWER:
Genco Holdings Ltd.

Per: ______________________

Per: ______________________

THE PERSONAL GUARANTORS:

____
Pali Bedi

____
Jasbir Hans

____
Tarlok Tatla

THE CORPORATE GUARANTORS:

SOLO LIQUOR HOLDINGS LTD.

Per: ______________________

Per: ______________________

SOLO LIQUOR STORE #1 LTD.

Per: ______________________ Per: ______________________

SOLO LIQUOR STORE #3 LTD.

Per: ______________________ Per: ______________________

SOLO LIQUOR STORE #4 LTD.

Per: ______________________ Per: ______________________

SOLO LIQUOR STORE #7 LTD.

Per: ______________________ Per: ______________________

SOLO LIQUOR STORE #8 LTD.

Per: ______________________ Per: ______________________

SOLO LIQUOR STORE (PANORAMA) LTD.

Per: ______________________ Per: ______________________

SOLO LIQUOR STORE (BANKVIEW) LTD.

Per: ______________________ Per: ______________________

SOLO LIQUOR STORE (COPPERFIELD) LTD.

Per: ______________________ Per: ______________________

SOLO LIQUOR STORE (SPRUCE GROVE) LTD.

Per: ______________________ Per: ______________________

SOLO LIQUOR STORE (STONY PLAIN) LTD.

Per: ______________________ Per: ______________________

SOLO LIQUOR STORE (ST. ALBERT) LTD.

Per: ______________________ Per: ______________________

SOLO LIQUOR STORE (SOUTHPARK) LTD.

Per: ______________________ Per: ______________________

SOLO LIQUOR STORE (GRAND PRAIRIE) LTD.

Per: ______________________ Per: ______________________

SOLO LIQUOR STORE (SHERWOOD PARK 1) LTD.

Per: ______________________ Per: ______________________

SOLO LIQUOR STORE (RED DEER) LTD.

Per: ______________________ Per: ______________________

SOLO LIQUOR STORE (BEAUMONT) LTD.

Per: ______________________ Per: ______________________

SOLO LIQUOR STORE (HANSON RANCH) LTD.

Per: ______________________ Per: ______________________

SOLO LIQUOR STORE (MILLWOOD) LTD.

Per: ______________________ Per: ______________________

SOLO LIQUOR STORE (LLOYDMINSTER) LTD.

Per: ______________________ Per: ______________________

SOLO LIQUOR STORE (COPPERPOND) LTD.

Per: ______________________ Per: ______________________

SOLO LIQUOR STORE (NORTH ST ALBERT) LTD.

Per: ______________________ Per: ______________________

SOLO LIQUOR STORE (LEDUC) LTD.

Per: ______________________ Per: ______________________

SOLO LIQUOR STORE (MONTREUX) LTD.

Per: ______________________ Per: ______________________

SCHEDULE TO FACILITY LETTER
FROM HSBC BANK CANADA
TO GENCO HOLDINGS LTD.
DATED March 20, 2017

This Schedule shall form part of the Facility Letter and the Loans as described in the Facility Letter shall also be subject to the following terms and conditions:

I. Definitions

For the purpose of the Facility Letter, the following terms shall have the meanings indicated below:

"Bank's Prime Rate" means the variable annual rate of interest established and adjusted by the Bank from time to time as its reference rate for purposes of determining rates of interest it will charge on loans denominated in Canadian dollars and which was 2.7% on March 10, 2017. A certificate of a manager or account manager of the Bank shall be *prima facie* evidence of the Bank's Prime Rate from time to time;

"Facility Letter" means the letter from the Bank to the Borrower to which this Schedule is attached, together with this Schedule, and includes all amendments and replacements thereof;

"Firm Pre-Sale Agreements" means a binding, enforceable and unconditional contract to purchase a condominium unit to an arm's length purchaser with a minimum non-refundable deposit of 10% or 15% as set out in the previous Facility Letter's Conditions Precedent";

"Governmental Authority" means any governmental, legislative, or regulatory authority, agency, commission, board or any court, tribunal or other law, regulation or bill making entity having or purporting to have jurisdiction on behalf of any nation, province or city;

"Guarantor(s)" means the party or parties who have or are to execute a guarantee or guarantees of the indebtedness of the Borrower under or in connection with this Facility Letter and the Security Documents;

"Legal Requirement" means all laws, statutes, codes, ordinances, orders, awards, judgments, decrees, injunctions, rules, regulations, authorizations, consents, approvals, orders, permits, franchises, licenses, directions and requirements of any Governmental Authority or otherwise;

"Priority Claims" means any lien, claim, charge, security interest, trust claim, right or encumbrance of any Governmental Authority or other party (whether arising under any statute, law, contract or otherwise) having priority over the Security Documents and the mortgage, charge and security interest of the Bank in any of the inventory or accounts receivable of the Borrower.

II. Representations and Warranties

If a corporation, the Borrower and each Guarantor represents and warrants, as at the time of drawing under or other utilization of the Loans, that:

(a) it has been duly incorporated and organized, is properly constituted, is in good standing and is entitled to conduct its business in all jurisdictions in which it carries on business or has assets;

(b) the execution of the Facility Letter and the Security Documents and the incurring of liability and indebtedness to the Bank does not and will not contravene:

i) any Legal Requirement applicable to the Borrower and each Guarantor, respectively; or

ii) any provision contained in any other loan or credit agreement or borrowing instrument or contract to which the Borrower and each Guarantor, respectively, is a party;

(c) the Facility Letter and the Security Documents to which it is a party have been duly authorized, executed and delivered by the Borrower and each Guarantor, and constitute valid and binding obligations of the Borrower and each Guarantor, as the case may be, and are enforceable in accordance with their respective terms;

(d) all necessary Legal Requirements have been met and all other authorizations, approvals, consents and orders have been obtained with respect to the Loans and the execution and delivery of the Security Documents.

Each of the Borrower and the Guarantors also represents and warrants to the Bank that all financial and other information provided to the Bank in connection with the Loans is true and accurate, and acknowledges that the offer of credit contained in the Facility Letter is made in reliance on the truth and accuracy of this information and the above representations and warranties.

III. Interest, Fees, Payment and Rights

(a) Interest on the daily balance of the principal amount advanced under the Loans and remaining unpaid from time to time shall be payable by the Borrower as set out in the Facility Letter both before and after demand, maturity, default and judgment;

(b) Each Loans shall bear interest from the date of advance at the variable annual rate of interest set out in this Facility Letter and shall accrue daily on the basis of a year of 365 days compounded monthly and payable on the last day of each month;

(c) In addition to the fees described in other portions of the Facility Letter, the Borrower shall also pay to the Bank:

(i) a fee of CAD 75 for each week that the Borrower is in default in providing the financial reports contemplated by this Facility Letter;

(iii) a fee of CAD 5 for each cheque of the Borrower which is honoured by the Bank, in its discretion, in excess of the authorized amount of the Loans;

(d) The fees collected by the Bank shall be its property as consideration for the time, effort and expense incurred by it in the review and administration of documents and financial statements, and the Borrower acknowledges and agrees that the determination of these costs is not feasible and that the fees set out in the Facility Letter represent a reasonable estimate of such costs;

(e) Any amounts which become payable to the Bank under the Facility Letter or the Security Documents and which are not paid when due shall accrue interest and be payable from the due date at the rate and manner stipulated for the Loans first described in the Facility Letter, if no other interest rate is expressed for such amounts;

(f) All payments by the Borrower to the Bank shall be made at the address of the branch of the Bank set out on the first page of the Facility Letter or at such other place as the Bank may specify in writing from time to time. Any payment delivered or made to the Bank by 1:00 p.m. local time at the place where such payment is to be made shall be credited as of that day, but if made afterwards shall be credited as of the next day on which the said branch is open for business;

(g) Notwithstanding anything to the contrary contained in the Facility Letter, the Bank may, in its discretion, make an advance under the Loans to pay any unpaid interest or fees which have become due under the terms of the Facility Letter;

(h) The Borrower acknowledges that the actual recording of the amount of any advance or repayment thereof under the Loans, and interest, fees and other amounts due in connection with the Loans, in an account of the Borrower maintained by the Bank shall constitute prima facie evidence of the Borrower's indebtedness and liability from time to time under the Loans; provided that the obligation of the Borrower to pay or repay any indebtedness and liability in accordance with the terms and conditions of the Loans shall not be affected by the failure of the Bank to make such recording. The Borrower also acknowledges being indebted to the Bank for principal amounts shown as outstanding from time to time in the Bank's account records, and all accrued and unpaid interest in respect of such amounts, in accordance with the terms and conditions of this Facility Letter;

(i) The obligation of the Borrower to make all payments under the Facility Letter and the Security Documents shall be absolute and unconditional and shall not be limited or affected by any circumstance, including, without limitation:

  (i) any set-off, compensation, counterclaim, recoupment, defence or other right which the Borrower may have against the Bank or anyone else for any reason whatsoever; or

  (ii) any insolvency, bankruptcy, reorganization or similar proceedings by or against the Borrower.

  (iii) In addition to and not in limitation of any rights now or hereafter available to the Bank whether under applicable law or arising in the Security Documents, the Bank is authorized, at any time and from time to time, upon delivery of written notice to the Borrower to set-off and appropriate and to apply any and all deposits (general and special) and any other indebtedness at any time held by or owing by the Bank to or for the credit of the Borrower against and on account of the obligations and liabilities of the Borrower to the Bank under this Facility Letter. The Bank agrees to provide written notice of the exercise of any of the rights under this section immediately after the exercise of such rights.

(j) The remedies, rights and powers of the Bank under this Facility Letter, the Security Documents and at law and in equity are cumulative and not alternative and are not in substitution for any other remedies, rights or powers of the Bank and no delay or omission in exercise of any such remedy, right or power shall exhaust such remedies, rights or powers or be construed as a waiver of any of them.

IV. Conditions Precedent

In addition to the Conditions Precedent previously set out, it shall also be a condition precedent to the initial advance and continued availability of the Loans that the Bank shall have received:

(a) The Security Documents completed and, where necessary, registered in form and manner satisfactory to the Bank's solicitors;

(b) Satisfactory bankers' and/or other agency reports on the financial position of the Borrower, the Guarantor(s) and such customers of the Borrower as the Bank may specify from time to time;

(c) Verification of insurance arranged by the Borrower conforming to the Bank's requirements;

(d) If deemed necessary by the Bank, an environmental questionnaire, including site profile in Alberta, and environmental site investigation report for the Land prepared by an environmental consultant satisfactory to the Bank, in each case in form and content acceptable to the Bank;

(e) confirmation that the Borrower is in compliance with each of the terms and conditions of the Facility Letter.

V. Borrower's Covenants and Conditions

In addition to the conditions previously set out, the following conditions shall apply until the Loans is repaid in full and cancelled:

(a) The Borrower shall not, without the prior written consent of the Bank:

  (i) grant or allow any lien, charge, security interest, privilege, hypothec or other encumbrance, whether fixed or floating, to be registered against or exist on any of its assets, including any part of the Lands or the Project and in particular, without limiting the generality of the foregoing, shall not grant a trust deed or other instrument in favour of a trustee;

  (ii) become guarantor or endorser or otherwise become liable upon any note or other obligation other than in the normal course of business of the Borrower;

  (iii) amalgamate with or permit all or substantially all of its assets to be acquired by any other person, firm or corporation or permit any reorganization or change of control of the Borrower;

  (iv) permit any changes to be made to the Project Cost Summary (referred to below), to the plans and specifications for the Project without the prior written consent of the Bank and the Bank's quantity surveyor;

  (v) transfer, assign or otherwise deal with its interest in the Lands or the Project except as may be authorized in the Facility Letter;

  (vi) permit any property taxes or strata fees to be past due at any time.

(b) The Borrower shall:

  (i) perform and do all things and acts that are necessary to complete the Project in accordance with the budget and timetable approved by the Bank;

  (ii) permit the Bank or its quantity surveyor to inspect the Project from time to time as the Bank shall determine in order to confirm that construction is progressing on time and in accordance with the Project Cost Summary (referred to below) and the plans and specifications approved by the Bank;

(iii) requisition advances under the Loans and utilize the advances solely to satisfy amounts or obligations actually incurred by the Borrower for labour, materials and other expenses of the Project, as approved by the Bank's quantity surveyor, including statutory lien holdbacks;

(iv) inject such further funds into the Project in the event of cost overruns or cash flow deficiencies so that at all times there are sufficient funds available under the Loans to complete the Project, including interest accruing due under the Loans;

(v) provide the Bank with sales projections for the Project prior to its completion, when requested by the Bank;

(vi) comply with all Legal Requirements including the provisions of the Builders Lien Act (Alberta) if applicable, or similar legislation;

(vii) permit the Bank the option to provide long term financing to the Borrower on the completion of the Project or to provide financing to purchasers of the Units, provided that if the Borrower obtains offers for such financing from other lenders, the Borrower shall be obligated to obtain such financing from the Bank only if the Bank shall meet or better the terms and conditions of the credit facility offered by such other lenders;

(viii) at the Borrower's expense permit the Bank to place a sign on the Project and to publish in any newspaper, periodical, or any other publication a notice that financing for the Project has been provided by HSBC Bank Canada, provided that such notice shall not set out any particulars of the financing other than the names of the parties, the description of the Project and such other information as may be approved by the Borrower, such approval not to be unreasonably withheld;

(c) The Bank shall grant a partial release of the Security Documents over each Unit to be released, if the Borrower is not in default of any of the terms and conditions of the Facility Letter, upon payment to the Bank of the release fee for such Unit referred to above together with the greater of 100% of the Net Sale Proceeds of such Unit and the Minimum Price;

(d) The Bank shall have the right to waive the delivery of any Security Documents or the performance of any term or condition of the Facility Letter, and may advance all or any portion of the Loans prior to satisfaction of any of the Conditions Precedent, but waiver by the Bank of any obligation or condition shall not constitute a waiver of such obligation or condition for any future advance;

VI. <u>Conditions of Advance</u>

The following shall be provided to the Bank each time the Borrower wishes an advance to be made under the 634 Construction Loan:

(a) Claim for progress draw ("Progress Claim"), containing a breakdown of all subtrade accounts, which shall be accompanied by a statutory declaration of an officer of the Borrower declaring that all subtrade accounts for the Project for the period of 30 days immediately preceding the Progress Claim have been paid in full, except for accounts which are to be paid under the Progress Claim;

(b) A project cost summary (the "Project Cost Summary") in form approved by the Bank's quantity surveyor certified by the Borrower's architect or such other person identified as the payment certifier under the construction contract or contracts entered into by the Borrower with respect to the Project, as required by the Builders Lien Act (Alberta), or similar legislation, which shall set out:

(i) the original estimate of the cost of the Project;

(ii) the present estimate of the cost of the Project;

(iii) the percentage of the land servicing and construction completed to date;

(iv) the estimated cost to complete the Project;

(v) the value of the construction cost covered under the Progress Claim;

(vi) the variance from the original budget;

(vii) a breakdown of the cost of construction among direct construction costs and specific soft costs;

(c) A certificate from the Bank's quantity surveyor that:

(i) all servicing and construction is being performed in accordance with the plans and specifications approved by the Bank;

(ii) servicing and construction is progressing in accordance with the construction timetable approved by the Bank;

(iii) the portion of the Progress Claim pertaining to direct costs represents work actually completed on the Project;

(iv) the estimate of the cost to complete as set out in the Project Cost Summary, including interest accruing due under the Loan, is reasonable, accurate and sufficient to complete the Project, and does not exceed the unadvanced portion of the Loan;

(d) At the Borrower's cost, satisfactory report from the Bank's solicitors following a Land Title Office search on the Lands immediately prior to the advance, showing the Lands as being duly registered in the name of the Borrower and encumbered only by the Security Documents in favour of the Bank and other non-financial encumbrances to the satisfaction of the Bank;

(e) The Bank shall not be required to make an advance under the Loan unless it has received the Required Notice of the Borrower's intention to call for an advance.

VI. Environmental Matters

(a) To the best of the Borrower's knowledge after due and diligent inquiry, no regulated, hazardous or toxic substances are being stored on any of the Borrower's land, facility or premises (the "Premises") or any adjacent property, nor have any such substances been stored or used on the Premises or in the Borrower's business or any adjacent property prior to the Borrower's ownership, possession or control of the Premises. The Borrower agrees to provide written notice to the Bank immediately upon the Borrower becoming aware that the Premises or any adjacent property are being or have been contaminated with regulated, hazardous or toxic substances. The Borrower shall not permit any activities on the Premises that directly or indirectly could result in the Premises or any other property being contaminated with regulated, hazardous or toxic substances. For the purposes of the Facility Letter, the term "regulated, hazardous or toxic substances" means any substance, defined or designated as hazardous or toxic wastes, hazardous or toxic material, a hazardous, toxic or radioactive substance or other similar term, by any applicable federal, provincial or local statute, regulation or ordinance now or in the future in effect, or any substance or materials, the use or disposition of which is regulated by any such statute, regulation or ordinance;

(b) The Borrower shall promptly comply with all statutes, regulations and ordinances, and with all orders, decrees or judgments of governmental authorities or courts having jurisdiction, relating to the use, collection, storage, treatment, control, removal or cleanup of regulated, hazardous or toxic substances [in the Borrower's business] or in, on, or under the Premises or in, on or under any adjacent property that becomes contaminated with regulated, hazardous or toxic substances as a result of construction, operations or other activities on, or the contamination of, the Premises, or incorporated in any improvements thereon. The Bank may, but shall not be obligated to, enter upon the Premises and take such actions and incur such costs and expenses to effect such compliance as it deems advisable and the Borrower shall reimburse the Bank on demand for the full amount of all costs and expenses incurred by the Bank in connection with such compliance activities;

(c) The assets of the Borrower which are now or in the future encumbered by the Security Documents are hereby further mortgaged and charged to the Bank, and the Bank shall have a security interest in such assets, as security for the repayment of such costs and expenses and interest thereon, as if such costs and expenses had originally formed part of the Loans.

VII. Bank Visits

Representatives of the Bank shall be entitled to attend at the Borrower's business premises and to view all financial records of the Borrower at any time, on reasonable notice.

VIII. Legal and Other Expenses

The Borrower shall pay all reasonable legal fees and disbursements (on a solicitor and own client basis) in respect of the Loans, the preparation, issue and registration of the Security Documents and the enforcement and preservation of the Bank's rights and remedies under this Facility Letter and the Security Documents, and all reasonable fees and costs for appraisals, insurance consultation, credit reporting and responding to demands of any government or any agency or department thereof, whether or not the documentation is completed or any funds are advanced under the Loans.

IX. Syndication

The Bank shall have the right to syndicate all or any portion of the Loans.

X. Non-Merger and Non-Assignment

This Facility Letter shall, on execution by the Borrower and each Guarantor, replace all previous facility letters from the Bank to the Borrower with respect to the Loans. Any existing loan to the Borrower shall be modified, not refinanced, without novation of the Borrower's existing facility or obligations, by virtue of the Facility Letter unless otherwise provided in the Facility Letter. The terms and conditions of the Facility Letter shall not be merged by and shall survive the execution of the Security Documents. In the event of a conflict between the terms of this Facility Letter and the terms of the Security Documents the terms of this Facility Letter shall prevail to the extent of such conflict.

The benefits conferred by this Facility Letter shall enure to the benefit of the Bank and its successors and assigns and shall be binding on the Borrower and Guarantors and their successors and permitted assigns.

Neither the Borrower nor the Guarantors shall assign all or any of its rights, benefits or obligations under this Facility Letter without the prior written consent of the Bank.

XI. Waiver or Variation

No term or condition of the Facility Letter or any of the Security Documents may be waived or varied verbally or by any course of conduct of any officer, employee or agent of the Bank. All waivers must be in writing and signed by the waiving party.

Any amendment to the Facility Letter or the Security Documents must be in writing and signed by a duly authorized officer of the Bank.

XII. Consent and Acknowledgement to Collection, Use and Disclosure of Information

When it is necessary for providing products and services to the Borrower or any Guarantor, the Borrower and each Guarantor consents to the Bank obtaining from any credit reporting agency or from any person any information (including personal information) that the Bank may require at any time. The Borrower and each Guarantor also consent to the disclosure at any time by the Bank any information concerning the Borrower and any Guarantor to any credit grantor, to any credit reporting agency, or to the Bank's subsidiaries and affiliates. If applicable, the Borrower also authorizes the Bank to release the information contemplated by any builder's lien or similar legislation to all persons claiming a right to such information under such legislation. The Borrower and each Guarantor may refuse or withdraw these consents; however, this may result in the Bank canceling or withholding products or services for which these consents are necessary. Unless each Guarantor advises the Bank otherwise, the Bank may use each Guarantor's social insurance number to help ensure accurate credit enquiries.

XIII. Time of Essence

Time shall be of the essence of the Facility Letter.

XIV. Governing Law

This Facility Letter and, unless otherwise specified therein, all other documents or instruments delivered in accordance with this Facility Letter shall be governed by and interpreted in accordance with the laws of the Province of Alberta (the "Governing Jurisdiction") and the laws of Canada applicable therein. The Borrower and Guarantor(s) irrevocably submit to the exclusive jurisdiction of the courts in the Governing Jurisdiction.

EXHIBIT "C"

This is Exhibit "C" referred to
in the Affidavit of Cameron Bailey
Sworn before me this 15th day of March, 2019

Notary Public
In and for the Province of Alberta

Evan James Dickinson
Barrister, Solicitor and Notary Public

Government
of Alberta ■

Personal Property Registry
Search Results Report

Search ID #: Z11031502

Transmitting Party

TORYS LLP

Suite 4600, 525 - 8th Avenue SW
Calgary, AB T2P 1G1

Party Code: 60003409
Phone #: 403 776 3726
Reference #:

Search ID #: Z11031502 **Date of Search:** 2018-Dec-24 **Time of Search:** 06:36:45

Business Debtor Search For:

GENCO HOLDINGS LTD.

Both Exact and Inexact Result(s) Found

NOTE:

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

Business Debtor Search For:
GENCO HOLDINGS LTD.
Search ID #: Z11031502 **Date of Search:** 2018-Dec-24 **Time of Search:** 06:36:45

Registration Number: 11120710369
Registration Date: 2011-Dec-07

Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2026-Dec-07 23:59:59

Exact Match on: Debtor No: 1

Amendments to Registration

16110914266	Renewal	2016-Nov-09

Debtor(s)

Block		Status
1	GENCO HOLDINGS LTD. 302, 608 - 7 STREET SW CALGARY, AB T2P 1Z2	Current

Secured Party / Parties

Block		Status
1	HSBC BANK CANADA 407 - 8 AVENUE SW CALGARY, AB T2P 1E5	Current

Collateral: General

Block	Description	Status
1	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.	Current

Business Debtor Search For:
GENCO HOLDINGS LTD.
Search ID #: Z11031502 **Date of Search:** 2018-Dec-24 **Time of Search:** 06:36:45

Registration Number: 11120713726
Registration Date: 2011-Dec-07

Registration Type: LAND CHARGE
Registration Status: Current
Registration Term: Infinity

Exact Match on: Debtor No: 1

Debtor(s)

Block		Status
1	GENCO HOLDINGS LTD. 302, 608 - 7 STREET SW CALGARY, AB T2P 1Z2	Current

Secured Party / Parties

Block		Status
1	HSBC BANK CANADA 407 - 8 AVENUE SW CALGARY, AB T2P 1E5	Current

Business Debtor Search For:
GENCO HOLDINGS LTD.
Search ID #: Z11031502 **Date of Search:** 2018-Dec-24 **Time of Search:** 06:36:45

Registration Number: 12100516980
Registration Date: 2012-Oct-05

Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2027-Oct-05 23:59:59

Exact Match on: Debtor No: 1

Amendments to Registration

17092229671	Renewal	2017-Sep-22

Debtor(s)

Block		Status
1	GENCO HOLDINGS LTD. SUITE 302, 608 - 7TH STREET SW CALGARY, AB T2P 1Z2	Current

Secured Party / Parties

Block		Status
1	HSBC BANK CANADA 407 - 8 AVENUE SW CALGARY, AB T2P 1E5	Current

Collateral: General

Block	Description	Status
1	All present and after-acquired personal property of the Debtor	Current

Business Debtor Search For:
GENCO HOLDINGS LTD.
Search ID #: Z11031502 **Date of Search:** 2018-Dec-24 **Time of Search:** 06:36:45

Registration Number: 12100517060
Registration Date: 2012-Oct-05

Registration Type: LAND CHARGE
Registration Status: Current
Registration Term: Infinity

Exact Match on: Debtor No: 1

Debtor(s)

Block		**Status**
1	GENCO HOLDINGS LTD. SUITE 302, 608 - 7TH STREET SW CALGARY, AB T2P 1Z2	Current

Secured Party / Parties

Block		**Status**
1	HSBC BANK CANADA 407 - 8 AVENUE SW CALGARY, AB T2P 1E5	Current

Business Debtor Search For:
GENCO HOLDINGS LTD.
Search ID #: Z11031502 **Date of Search:** 2018-Dec-24 **Time of Search:** 06:36:45

Registration Number: 13022230035
Registration Date: 2013-Feb-22

Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2028-Feb-22 23:59:59

Exact Match on: Debtor No: 2

Amendments to Registration

18020826990	Renewal	2018-Feb-08

Debtor(s)

Block **Status**

1 SOLO LIQUOR STORE #1 LTD. Current
2141 - 18 AVENUE NE
CALGARY, AB T2E 1R7

Block **Status**

2 GENCO HOLDINGS LTD. Current
SUITE 302, 608 7TH STREET S.W.
CALGARY, AB T2P 1Z2

Secured Party / Parties

Block **Status**

1 HSBC BANK CANADA Current
407 - 8 AVENUE SW
CALGARY, AB T2P 1E5

Collateral: General

Block	Description	Status
1	ASSIGNMENT AND POSTPONEMENT OF SHAREHOLDER LOAN ALL INDEBTEDNESS, PRESENT AND FUTURE, DIRECT AND INDIRECT ABSOLUTE AND CONTINGENT OF GENCO HOLDINGS LTD. TO THE DEBTOR. PROCEEDS: GOODS, INVENTORY, CHATTEL PAPER, SECURITIES, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES AND ACCOUNTS (ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF ALBERTA, ANY REGULATIONS THEREUNDER AND ANY AMENDMENTS THERETO) AND INSURANCE PROCEEDS.	Current

Business Debtor Search For:
GENCO HOLDINGS LTD.
Search ID #: Z11031502 **Date of Search:** 2018-Dec-24 **Time of Search:** 06:36:45

Registration Number: 13022230106
Registration Date: 2013-Feb-22

Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2028-Feb-22 23:59:59

Exact Match on: Debtor No: 2

Amendments to Registration

18020827013	Renewal	2018-Feb-08

Debtor(s)

Block **Status**
Current

1 SOLO LIQUOR STORE #3 LTD.
2141 - 18 AVENUE NE
CALGARY, AB T2E 1R7

Block **Status**
Current

2 GENCO HOLDINGS LTD.
SUITE 302, 608 7TH STREET SW
CALGARY, AB T2P 1Z2

Secured Party / Parties

Block **Status**
Current

1 HSBC BANK CANADA
407 - 8 AVENUE SW
CALGARY, AB T2P 1E5

Collateral: General

Block	Description	Status
1	ASSIGNMENT AND POSTPONEMENT OF SHAREHOLDER LOAN ALL INDEBTEDNESS, PRESENT AND FUTURE, DIRECT AND INDIRECT ABSOLUTE AND CONTINGENT OF GENCO HOLDINGS LTD. TO THE DEBTOR. PROCEEDS: GOODS, INVENTORY, CHATTEL PAPER, SECURITIES, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES AND ACCOUNTS (ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF ALBERTA, ANY REGULATIONS THEREUNDER AND ANY AMENDMENTS THERETO) AND INSURANCE PROCEEDS.	Current

Business Debtor Search For:
GENCO HOLDINGS LTD.
Search ID #: Z11031502 **Date of Search:** 2018-Dec-24 **Time of Search:** 06:36:45

Registration Number: 13022230167
Registration Date: 2013-Feb-22

Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2028-Feb-22 23:59:59

Exact Match on: Debtor No: 2

Amendments to Registration

18020827089	Renewal	2018-Feb-08

Debtor(s)

Block **Status**
Current

1 SOLO LIQUOR STORE #4 LTD.
2141 - 18 AVENUE NE
CALGARY, AB T2E 1R7

Block **Status**
Current

2 GENCO HOLDINGS LTD.
SUITE 302, 608 7TH STREET SW
CALGARY, AB T2P 1Z2

Secured Party / Parties

Block **Status**
Current

1 HSBC BANK CANADA
407 - 8 AVENUE SW
CALGARY, AB T2P 1E5

Collateral: General

Block	Description	Status
1	ASSIGNMENT AND POSTPONEMENT OF SHAREHOLDER LOAN ALL INDEBTEDNESS, PRESENT AND FUTURE, DIRECT AND INDIRECT ABSOLUTE AND CONTINGENT OF GENCO HOLDINGS LTD. TO THE DEBTOR. PROCEEDS: GOODS, INVENTORY, CHATTEL PAPER, SECURITIES, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES AND ACCOUNTS (ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF ALBERTA, ANY REGULATIONS THEREUNDER AND ANY AMENDMENTS THERETO) AND INSURANCE PROCEEDS.	Current

Business Debtor Search For:
GENCO HOLDINGS LTD.
Search ID #: Z11031502 **Date of Search:** 2018-Dec-24 **Time of Search:** 06:36:45

Registration Number: 13022230282
Registration Date: 2013-Feb-22

Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2028-Feb-22 23:59:59

Exact Match on: Debtor No: 2

Amendments to Registration

18020826979	Renewal	2018-Feb-08

Debtor(s)

Block		Status
1	SOLO LIQUOR STORE #7 LTD. 2141 - 18 AVENUE NE CALGARY, AB T2E 1R7	Current

Block		Status
2	GENCO HOLDINGS LTD. SUITE 302, 608 7TH STREET SW CALGARY, AB T2P 1Z2	Current

Secured Party / Parties

Block		Status
1	HSBC BANK CANADA 407 - 8 AVENUE SW CALGARY, AB T2P 1E5	Current

Collateral: General

Block	Description	Status
1	ASSIGNMENT AND POSTPONEMENT OF SHAREHOLDER LOAN ALL INDEBTEDNESS, PRESENT AND FUTURE, DIRECT AND INDIRECT ABSOLUTE AND CONTINGENT OF GENCO HOLDINGS LTD. TO THE DEBTOR. PROCEEDS: GOODS, INVENTORY, CHATTEL PAPER, SECURITIES, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES AND ACCOUNTS (ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF ALBERTA, ANY REGULATIONS THEREUNDER AND ANY AMENDMENTS THERETO) AND INSURANCE PROCEEDS.	Current

Business Debtor Search For:
GENCO HOLDINGS LTD.
Search ID #: Z11031502 **Date of Search:** 2018-Dec-24 **Time of Search:** 06:36:45

Registration Number: 13022230347
Registration Date: 2013-Feb-22

Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2028-Feb-22 23:59:59

Exact Match on: Debtor No: 2

Amendments to Registration

18020827116	Renewal	2018-Feb-08

Debtor(s)

Block **Status**

1 SOLO LIQUOR STORE #8 LTD.
2141 - 18 AVENUE NE
CALGARY, AB T2E 1R7
Current

Block **Status**

2 GENCO HOLDINGS LTD.
SUITE 302, 608 - 7TH STREET SW
CALGARY, AB T2P 1Z2
Current

Secured Party / Parties

Block **Status**

1 HSBC BANK CANADA
407 - 8 AVENUE SW
CALGARY, AB T2P 1E5
Current

Collateral: General

Block	Description	Status
1	ASSIGNMENT AND POSTPONEMENT OF SHAREHOLDER LOAN ALL INDEBTEDNESS, PRESENT AND FUTURE, DIRECT AND INDIRECT ABSOLUTE AND CONTINGENT OF GENCO HOLDINGS LTD. TO THE DEBTOR. PROCEEDS: GOODS, INVENTORY, CHATTEL PAPER, SECURITIES, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES AND ACCOUNTS (ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF ALBERTA, ANY REGULATIONS THEREUNDER AND ANY AMENDMENTS THERETO) AND INSURANCE PROCEEDS.	Current

Business Debtor Search For:
GENCO HOLDINGS LTD.
Search ID #: Z11031502 **Date of Search:** 2018-Dec-24 **Time of Search:** 06:36:45

Registration Number: 13022230403
Registration Date: 2013-Feb-22

Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2028-Feb-22 23:59:59

Exact Match on: Debtor No: 2

Amendments to Registration

18020827005	Renewal	2018-Feb-08

Debtor(s)

Block **Status**
Current

1 SOLO LIQUOR STORE (BANKVIEW) LTD.
2141 - 18 AVENUE NE
CALGARY, AB T2E 1R7

Block **Status**
Current

2 GENCO HOLDINGS LTD.
SUITE 302, 608 - 7TH STREET SW
CALGARY, AB T2P 1Z2

Secured Party / Parties

Block **Status**
Current

1 HSBC BANK CANADA
407 - 8 AVENUE SW
CALGARY, AB T2P 1E5

Collateral: General

Block	Description	Status
1	ASSIGNMENT AND POSTPONEMENT OF SHAREHOLDER LOAN ALL INDEBTEDNESS, PRESENT AND FUTURE, DIRECT AND INDIRECT ABSOLUTE AND CONTINGENT OF GENCO HOLDINGS LTD. TO THE DEBTOR. PROCEEDS: GOODS, INVENTORY, CHATTEL PAPER, SECURITIES, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES AND ACCOUNTS (ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF ALBERTA, ANY REGULATIONS THEREUNDER AND ANY AMENDMENTS THERETO) AND INSURANCE PROCEEDS.	Current

Business Debtor Search For:
GENCO HOLDINGS LTD.
Search ID #: Z11031502 **Date of Search:** 2018-Dec-24 **Time of Search:** 06:36:45

Registration Number: 13022230489
Registration Date: 2013-Feb-22

Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2028-Feb-22 23:59:59

Exact Match on: Debtor No: 2

Amendments to Registration

18020826904	Renewal	2018-Feb-08

Debtor(s)

Block **Status**
Current

1 SOLO LIQUOR STORE (BEAUMONT) LTD.
2141 - 18 AVENUE NE
CALGARY, AB T2E 1R7

Block **Status**
Current

2 GENCO HOLDINGS LTD.
SUITE 302, 608 - 7TH STREET SW
CALGARY, AB T2P 1Z2

Secured Party / Parties

Block **Status**
Current

1 HSBC BANK CANADA
407 - 8 AVENUE SW
CALGARY, AB T2P 1E5

Collateral: General

Block	Description	Status
1	ASSIGNMENT AND POSTPONEMENT OF SHAREHOLDER LOAN ALL INDEBTEDNESS, PRESENT AND FUTURE, DIRECT AND INDIRECT ABSOLUTE AND CONTINGENT OF GENCO HOLDINGS LTD. TO THE DEBTOR. PROCEEDS: GOODS, INVENTORY, CHATTEL PAPER, SECURITIES, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES AND ACCOUNTS (ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF ALBERTA, ANY REGULATIONS THEREUNDER AND ANY AMENDMENTS THERETO) AND INSURANCE PROCEEDS.	Current

Business Debtor Search For:
GENCO HOLDINGS LTD.
Search ID #: Z11031502 **Date of Search:** 2018-Dec-24 **Time of Search:** 06:36:45

Registration Number: 13022230504
Registration Date: 2013-Feb-22

Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2028-Feb-22 23:59:59

Exact Match on: Debtor No: 2

Amendments to Registration

18020827028	Renewal	2018-Feb-08

Debtor(s)

Block **Status**
Current

1 SOLO LIQUOR STORE (COPPERFIELD) LTD.
2141 - 18 AVENUE NE
CALGARY, AB T2E 1R7

Block **Status**
Current

2 GENCO HOLDINGS LTD.
SUITE 302, 608 - 7TH STREET SW
CALGARY, AB T2P 1Z2

Secured Party / Parties

Block **Status**
Current

1 HSBC BANK CANADA
407 - 8 AVENUE SW
CALGARY, AB T2P 1E5

Collateral: General

Block	Description	Status
1	ASSIGNMENT AND POSTPONEMENT OF SHAREHOLDER LOAN ALL INDEBTEDNESS, PRESENT AND FUTURE, DIRECT AND INDIRECT ABSOLUTE AND CONTINGENT OF GENCO HOLDINGS LTD. TO THE DEBTOR. PROCEEDS: GOODS, INVENTORY, CHATTEL PAPER, SECURITIES, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES AND ACCOUNTS (ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF ALBERTA, ANY REGULATIONS THEREUNDER AND ANY AMENDMENTS THERETO) AND INSURANCE PROCEEDS.	Current

Business Debtor Search For:
GENCO HOLDINGS LTD.
Search ID #: Z11031502 **Date of Search:** 2018-Dec-24 **Time of Search:** 06:36:45

Registration Number: 13022230543
Registration Date: 2013-Feb-22
Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2028-Feb-22 23:59:59

Exact Match on: Debtor No: 2

Amendments to Registration

18020827192	Renewal	2018-Feb-08

Debtor(s)

Block **Status**
Current

1 SOLO LIQUOR STORE (GRAND PRAIRIE) LTD.
2141 - 18 AVENUE NE
CALGARY, AB T2E 1R7

Block **Status**
Current

2 GENCO HOLDINGS LTD.
SUITE 302, 608 - 7TH STREET SW
CALGARY, AB T2P 1Z2

Secured Party / Parties

Block **Status**
Current

1 HSBC BANK CANADA
407 - 8 AVENUE SW
CALGARY, AB T2P 1E5

Collateral: General

Block	Description	Status
1	ASSIGNMENT AND POSTPONEMENT OF SHAREHOLDER LOAN ALL INDEBTEDNESS, PRESENT AND FUTURE, DIRECT AND INDIRECT ABSOLUTE AND CONTINGENT OF GENCO HOLDINGS LTD. TO THE DEBTOR. PROCEEDS: GOODS, INVENTORY, CHATTEL PAPER, SECURITIES, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES AND ACCOUNTS (ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF ALBERTA, ANY REGULATIONS THEREUNDER AND ANY AMENDMENTS THERETO) AND INSURANCE PROCEEDS.	Current

Business Debtor Search For:
GENCO HOLDINGS LTD.
Search ID #: Z11031502 **Date of Search:** 2018-Dec-24 **Time of Search:** 06:36:45

Registration Number: 13022230642
Registration Date: 2013-Feb-22

Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2028-Feb-22 23:59:59

Exact Match on: Debtor No: 2

Amendments to Registration

18020826986	Renewal	2018-Feb-08

Debtor(s)

Block **Status**
Current

1 SOLO LIQUOR STORE (HANSON RANCH) LTD.
2141 - 18 AVENUE NE
CALGARY, AB T2E 1R7

Block **Status**
Current

2 GENCO HOLDINGS LTD.
SUITE 302, 608 - 7TH STREET SW
CALGARY, AB T2P 1Z2

Secured Party / Parties

Block **Status**
Current

1 HSBC BANK CANADA
407 - 8 AVENUE SW
CALGARY, AB T2P 1E5

Collateral: General

Block	Description	Status
1	ASSIGNMENT AND POSTPONEMENT OF SHAREHOLDER LOAN ALL INDEBTEDNESS, PRESENT AND FUTURE, DIRECT AND INDIRECT ABSOLUTE AND CONTINGENT OF GENCO HOLDINGS LTD. TO THE DEBTOR. PROCEEDS: GOODS, INVENTORY, CHATTEL PAPER, SECURITIES, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES AND ACCOUNTS (ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF ALBERTA, ANY REGULATIONS THEREUNDER AND ANY AMENDMENTS THERETO) AND INSURANCE PROCEEDS.	Current

Business Debtor Search For:
GENCO HOLDINGS LTD.
Search ID #: Z11031502 **Date of Search:** 2018-Dec-24 **Time of Search:** 06:36:45

Registration Number: 13022230775
Registration Date: 2013-Feb-22

Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2028-Feb-22 23:59:59

Exact Match on: Debtor No: 2

Amendments to Registration

18020827106	Renewal	2018-Feb-08

Debtor(s)

Block **Status**
Current

1 SOLO LIQUOR STORE (LLOYDMINSTER) LTD.
2141 - 18 AVENUE NE
CALGARY, AB T2E 1R7

Block **Status**
Current

2 GENCO HOLDINGS LTD.
SUITE 302, 608 - 7TH STREET SW
CALGARY, AB T2P 1Z2

Secured Party / Parties

Block **Status**
Current

1 HSBC BANK CANADA
407 - 8 AVENUE SW
CALGARY, AB T2P 1E5

Collateral: General

Block	Description	Status
1	ASSIGNMENT AND POSTPONEMENT OF SHAREHOLDER LOAN ALL INDEBTEDNESS, PRESENT AND FUTURE, DIRECT AND INDIRECT ABSOLUTE AND CONTINGENT OF GENCO HOLDINGS LTD. TO THE DEBTOR. PROCEEDS: GOODS, INVENTORY, CHATTEL PAPER, SECURITIES, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES AND ACCOUNTS (ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF ALBERTA, ANY REGULATIONS THEREUNDER AND ANY AMENDMENTS THERETO) AND INSURANCE PROCEEDS.	Current

Business Debtor Search For:
GENCO HOLDINGS LTD.
Search ID #: Z11031502 **Date of Search:** 2018-Dec-24 **Time of Search:** 06:36:45

Registration Number: 13022230817
Registration Date: 2013-Feb-22
Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2028-Feb-22 23:59:59

Exact Match on: Debtor No: 2

Amendments to Registration

18020827060	Renewal	2018-Feb-08

Debtor(s)

Block **Status**

1 SOLO LIQUOR STORE (MILLWOOD) LTD. Current
2141 - 18 AVENUE NE
CALGARY, AB T2E 1R7

Block **Status**

2 GENCO HOLDINGS LTD. Current
SUITE 302, 608 - 7TH STREET S.W.
CALGARY, AB T2P 1Z2

Secured Party / Parties

Block **Status**

1 HSBC BANK CANADA Current
407 - 8 AVENUE SW
CALGARY, AB T2P 1E5

Collateral: General

Block	Description	Status
1	ASSIGNMENT AND POSTPONEMENT OF SHAREHOLDER LOAN ALL INDEBTEDNESS, PRESENT AND FUTURE, DIRECT AND INDIRECT ABSOLUTE AND CONTINGENT OF GENCO HOLDINGS LTD. TO THE DEBTOR. PROCEEDS: GOODS, INVENTORY, CHATTEL PAPER, SECURITIES, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES AND ACCOUNTS (ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF ALBERTA, ANY REGULATIONS THEREUNDER AND ANY AMENDMENTS THERETO) AND INSURANCE PROCEEDS.	Current

Business Debtor Search For:
GENCO HOLDINGS LTD.
Search ID #: Z11031502 **Date of Search:** 2018-Dec-24 **Time of Search:** 06:36:45

Registration Number: 13022230831
Registration Date: 2013-Feb-22

Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2028-Feb-22 23:59:59

Exact Match on: Debtor No: 2

Amendments to Registration

18020826929	Renewal	2018-Feb-08

Debtor(s)

Block **Status**

1 SOLO LIQUOR STORE (PANORAMA) LTD. Current
2141 - 18 AVENUE NE
CALGARY, AB T2E 1R7

Block **Status**

2 GENCO HOLDINGS LTD. Current
SUITE 302, 608 - 7TH STREET S.W.
CALGARY, AB T2P 1Z2

Secured Party / Parties

Block **Status**

1 HSBC BANK CANADA Current
407 - 8 AVENUE SW
CALGARY, AB T2P 1E5

Collateral: General

Block	Description	Status
1	ASSIGNMENT AND POSTPONEMENT OF SHAREHOLDER LOAN ALL INDEBTEDNESS, PRESENT AND FUTURE, DIRECT AND INDIRECT ABSOLUTE AND CONTINGENT OF GENCO HOLDINGS LTD. TO THE DEBTOR. PROCEEDS: GOODS, INVENTORY, CHATTEL PAPER, SECURITIES, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES AND ACCOUNTS (ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF ALBERTA, ANY REGULATIONS THEREUNDER AND ANY AMENDMENTS THERETO) AND INSURANCE PROCEEDS.	Current

Business Debtor Search For:
GENCO HOLDINGS LTD.
Search ID #: Z11031502 **Date of Search:** 2018-Dec-24 **Time of Search:** 06:36:45

Registration Number: 13022230896
Registration Date: 2013-Feb-22

Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2028-Feb-22 23:59:59

Exact Match on: Debtor No: 2

Amendments to Registration

18020827138	Renewal	2018-Feb-08

Debtor(s)

Block **Status**

1 SOLO LIQUOR STORE (RED DEER) LTD. Current
2141 - 18 AVENUE NE
CALGARY, AB T2E 1R7

Block **Status**

2 GENCO HOLDINGS LTD. Current
SUITE 302, 608 - 7TH STREET S.W.
CALGARY, AB T2P 1Z2

Secured Party / Parties

Block **Status**

1 HSBC BANK CANADA Current
407 - 8 AVENUE SW
CALGARY, AB T2P 1E5

Collateral: General

Block	Description	Status
1	ASSIGNMENT AND POSTPONEMENT OF SHAREHOLDER LOAN ALL INDEBTEDNESS, PRESENT AND FUTURE, DIRECT AND INDIRECT ABSOLUTE AND CONTINGENT OF GENCO HOLDINGS LTD. TO THE DEBTOR. PROCEEDS: GOODS, INVENTORY, CHATTEL PAPER, SECURITIES, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES AND ACCOUNTS (ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF ALBERTA, ANY REGULATIONS THEREUNDER AND ANY AMENDMENTS THERETO) AND INSURANCE PROCEEDS.	Current

Business Debtor Search For:
GENCO HOLDINGS LTD.
Search ID #: Z11031502 **Date of Search:** 2018-Dec-24 **Time of Search:** 06:36:45

Registration Number: 13022230913
Registration Date: 2013-Feb-22

Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2028-Feb-22 23:59:59

Exact Match on: Debtor No: 2

Amendments to Registration

18020826953	Renewal	2018-Feb-08

Debtor(s)

Block **Status**

1 SOLO LIQUOR STORE (SHERWOOD PARK 1) LTD. Current
2141 - 18 AVENUE NE
CALGARY, AB T2E 1R7

Block **Status**

2 GENCO HOLDINGS LTD. Current
SUITE 302, 608 - 7TH STREET S.W.
CALGARY, AB T2P 1Z2

Secured Party / Parties

Block **Status**

1 HSBC BANK CANADA Current
407 - 8 AVENUE SW
CALGARY, AB T2P 1E5

Collateral: General

Block	Description	Status
1	ASSIGNMENT AND POSTPONEMENT OF SHAREHOLDER LOAN ALL INDEBTEDNESS, PRESENT AND FUTURE, DIRECT AND INDIRECT ABSOLUTE AND CONTINGENT OF GENCO HOLDINGS LTD. TO THE DEBTOR. PROCEEDS: GOODS, INVENTORY, CHATTEL PAPER, SECURITIES, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES AND ACCOUNTS (ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF ALBERTA, ANY REGULATIONS THEREUNDER AND ANY AMENDMENTS THERETO) AND INSURANCE PROCEEDS.	Current

Business Debtor Search For:
GENCO HOLDINGS LTD.
Search ID #: Z11031502 **Date of Search:** 2018-Dec-24 **Time of Search:** 06:36:45

Registration Number: 13022230928
Registration Date: 2013-Feb-22

Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2028-Feb-22 23:59:59

Exact Match on: Debtor No: 2

Amendments to Registration

18020827127	Renewal	2018-Feb-08

Debtor(s)

Block		Status
1	SOLO LIQUOR STORE (SOUTHPARK) LTD. 2141 - 18 AVENUE NE CALGARY, AB T2E 1R7	Current

Block		Status
2	GENCO HOLDINGS LTD. SUITE 302, 608 - 7TH STREET S.W. CALGARY, AB T2P 1Z2	Current

Secured Party / Parties

Block		Status
1	HSBC BANK CANADA 407 - 8 AVENUE SW CALGARY, AB T2P 1E5	Current

Collateral: General

Block	Description	Status
1	ASSIGNMENT AND POSTPONEMENT OF SHAREHOLDER LOAN ALL INDEBTEDNESS, PRESENT AND FUTURE, DIRECT AND INDIRECT ABSOLUTE AND CONTINGENT OF GENCO HOLDINGS LTD. TO THE DEBTOR. PROCEEDS: GOODS, INVENTORY, CHATTEL PAPER, SECURITIES, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES AND ACCOUNTS (ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF ALBERTA, ANY REGULATIONS THEREUNDER AND ANY AMENDMENTS THERETO) AND INSURANCE PROCEEDS.	Current

Business Debtor Search For:
GENCO HOLDINGS LTD.
Search ID #: Z11031502 **Date of Search:** 2018-Dec-24 **Time of Search:** 06:36:45

Registration Number: 13022230967
Registration Date: 2013-Feb-22

Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2028-Feb-22 23:59:59

Exact Match on: Debtor No: 2

Amendments to Registration

18020827202	Renewal	2018-Feb-08

Debtor(s)

Block **Status**

1 SOLO LIQUOR STORE (SPRUCE GROVE) LTD. Current
2141 - 18 AVENUE NE
CALGARY, AB T2E 1R7

Block **Status**

2 GENCO HOLDINGS LTD. Current
SUITE 302, 608 - 7TH STREET S.W.
CALGARY, AB T2P 1Z2

Secured Party / Parties

Block **Status**

1 HSBC BANK CANADA Current
407 - 8 AVENUE SW
CALGARY, AB T2P 1E5

Collateral: General

Block	Description	Status
1	ASSIGNMENT AND POSTPONEMENT OF SHAREHOLDER LOAN ALL INDEBTEDNESS, PRESENT AND FUTURE, DIRECT AND INDIRECT ABSOLUTE AND CONTINGENT OF GENCO HOLDINGS LTD. TO THE DEBTOR. PROCEEDS: GOODS, INVENTORY, CHATTEL PAPER, SECURITIES, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES AND ACCOUNTS (ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF ALBERTA, ANY REGULATIONS THEREUNDER AND ANY AMENDMENTS THERETO) AND INSURANCE PROCEEDS.	Current

Business Debtor Search For:
GENCO HOLDINGS LTD.
Search ID #: Z11031502 **Date of Search:** 2018-Dec-24 **Time of Search:** 06:36:45

Registration Number: 13022230992
Registration Date: 2013-Feb-22

Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2028-Feb-22 23:59:59

Exact Match on: Debtor No: 2

Amendments to Registration

18020827217	Renewal	2018-Feb-08

Debtor(s)

Block **Status**
Current

1 SOLO LIQUOR STORE (ST. ALBERT) LTD.
2141 - 18 AVENUE NE
CALGARY, AB T2E 1R7

Block **Status**
Current

2 GENCO HOLDINGS LTD.
SUITE 302, 608 - 7TH STREET S.W.
CALGARY, AB T2P 1Z2

Secured Party / Parties

Block **Status**
Current

1 HSBC BANK CANADA
407 - 8 AVENUE SW
CALGARY, AB T2P 1E5

Collateral: General

Block	Description	Status
1	ASSIGNMENT AND POSTPONEMENT OF SHAREHOLDER LOAN ALL INDEBTEDNESS, PRESENT AND FUTURE, DIRECT AND INDIRECT ABSOLUTE AND CONTINGENT OF GENCO HOLDINGS LTD. TO THE DEBTOR. PROCEEDS: GOODS, INVENTORY, CHATTEL PAPER, SECURITIES, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES AND ACCOUNTS (ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF ALBERTA, ANY REGULATIONS THEREUNDER AND ANY AMENDMENTS THERETO) AND INSURANCE PROCEEDS.	Current

Government of Alberta ■

Personal Property Registry
Search Results Report

Search ID #: Z11031502

Business Debtor Search For:
GENCO HOLDINGS LTD.
Search ID #: Z11031502 **Date of Search:** 2018-Dec-24 **Time of Search:** 06:36:45

Registration Number: 13022231029
Registration Date: 2013-Feb-22

Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2028-Feb-22 23:59:59

Exact Match on: Debtor No: 2

Amendments to Registration

18020827047	Renewal	2018-Feb-08

Debtor(s)

Block **Status**
Current

1 SOLO LIQUOR STORE (STONY PLAIN) LTD.
2141 - 18 AVENUE NE
CALGARY, AB T2E 1R7

Block **Status**
Current

2 GENCO HOLDINGS LTD.
SUITE 302, 608 - 7TH STREET S.W.
CALGARY, AB T2P 1Z2

Secured Party / Parties

Block **Status**
Current

1 HSBC BANK CANADA
407 - 8 AVENUE SW
CALGARY, AB T2P 1E5

Government of Alberta

Collateral: General

Block	Description	Status
1	ASSIGNMENT AND POSTPONEMENT OF SHAREHOLDER LOAN ALL INDEBTEDNESS, PRESENT AND FUTURE, DIRECT AND INDIRECT ABSOLUTE AND CONTINGENT OF GENCO HOLDINGS LTD. TO THE DEBTOR. PROCEEDS: GOODS, INVENTORY, CHATTEL PAPER, SECURITIES, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES AND ACCOUNTS (ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF ALBERTA, ANY REGULATIONS THEREUNDER AND ANY AMENDMENTS THERETO) AND INSURANCE PROCEEDS.	Current

Business Debtor Search For:
GENCO HOLDINGS LTD.
Search ID #: Z11031502 **Date of Search:** 2018-Dec-24 **Time of Search:** 06:36:45

Registration Number: 13102527332
Registration Date: 2013-Oct-25

Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2019-Oct-25 23:59:59

Exact Match on: Debtor No: 1

Amendments to Registration

15102135201	Renewal	2015-Oct-21
17101136289	Renewal	2017-Oct-11

Debtor(s)

Block **Status**

1 GENCO HOLDINGS LTD. Current
#1400, 707-7 AVENUE S.W.
CALGARY, AB T2P 3H6

Secured Party / Parties

Block **Status**

1 BANCORP GROWTH MORTGAGE FUND II LTD. Current
#1420, 1090 WEST GEORGIA STREET
VANCOUVER, BC V6E 3V7

Block **Status**

2 BANCORP FINANCIAL SERVICES INC. Current
#1420, 1090 WEST GEORGIA STREET
VANCOUVER, BC V6E 3V7

Collateral: General

Block	Description	Status
1	ALL OF THE DEBTOR'S RIGHT, TITLE, INTEREST AND CLAIM IN AND TO, AND ALL POWER OF DISPOSITION OVER CERTAIN AGREEMENTS AS ASSIGNED TO THE SECURED PARTY BY AN ASSIGNMENT OF CONTRACTS ENTERED INTO BETWEEN THE DEBTOR AND THE SECURED PARTY ON OR ABOUT THE 6th DAY OF AUGUST, 2013. ALL DEPOSITS PAID IN ACCORDANCE WITH SUCH AGREEMENTS AND ALL FUNDS DERIVED FROM THOSE AGREEMENTS.	Current

Business Debtor Search For:
GENCO HOLDINGS LTD.
Search ID #: Z11031502 **Date of Search:** 2018-Dec-24 **Time of Search:** 06:36:45

Registration Number: 13102527496
Registration Date: 2013-Oct-25
Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2019-Oct-25 23:59:59

Exact Match on: Debtor No: 1

Amendments to Registration

15102135172	Renewal	2015-Oct-21
17101136175	Renewal	2017-Oct-11

Debtor(s)

Block		Status
1	GENCO HOLDINGS LTD. #1400, 707-7 AVENUE S.W. CALGARY, AB T2P 3H6	Current

Secured Party / Parties

Block		Status
1	BANCORP GROWTH MORTGAGE FUND II LTD. #1420, 1090 WEST GEORIGA STREET VANCOUVER, BC V6E 3V7	Current

Block		Status
2	BANCORP FINANCIAL SERVICES INC. #1420, 1090 WEST GEORIGA STREET VANCOUVER, BC V6E 3V7	Current

Collateral: General

Block	Description	Status
1	ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PROPERTY AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL PROCEEDS OF ANY NATURE, KIND OR DESCRIPTION WHATSOEVER THEREFROM.	Current

Business Debtor Search For:
GENCO HOLDINGS LTD.
Search ID #: Z11031502 **Date of Search:** 2018-Dec-24 **Time of Search:** 06:36:45

Registration Number: 15033017504
Registration Date: 2015-Mar-30
Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2020-Mar-30 23:59:59

Exact Match on: Debtor No: 26

Amendments to Registration

16051719681	Amendment	2016-May-17
17022427344	Amendment	2017-Feb-24
17042132037	Amendment	2017-Apr-21
17072604493	Amendment	2017-Jul-26
17102507557	Amendment	2017-Oct-25
17103031146	Amendment	2017-Oct-30

Debtor(s)

Block **Status**

1 SOLO LIQUOR HOLDINGS LTD.
SUITE 200 1615 - 10TH AVENUE SW
CALGARY, AB T3C 0J7
Current

Block **Status**

2 SOLO LIQUOR STORE #1 LTD.
2141 - 18 AVENUE NE
CALGARY, AB T2E 1R7
Current

Block **Status**

3 SOLO LIQUOR STORE #3 LTD.
2838 GLENMORE TRAIL SE
CALGARY, AB T2C 2E6
Current

Block		Status
4	SOLO LIQUOR STORE #4 LTD. 8 9250 MACLEOD TRAIL SE CALGARY, AB T2J 0P5	Current

Block		Status
5	SOLO LIQUOR STORE #7 LTD. 7 3451 DOUGLASDALE BLVD SE CALGARY, AB T2Z 4J1	Current

Block		Status
6	SOLO LIQUOR STORE #8 LTD. 101 802 BOWVALLEY TRAIL KANANASKIS, AB T1W 1N6	Current

Block		Status
7	SOLO LIQUOR STORE (PANORAMA) LTD. 12 PANATELLA BOULEVARD NW CALGARY, AB T3K 6K7	Current

Block		Status
8	SOLO LIQUOR STORE (BANKVIEW) LTD. 2601 - 14TH STREET SW CALGARY, AB T2T 3T9	Current

Block		Status
9	SOLO LIQUOR STORE (COPPERFIELD) LTD. 107 10 COPPERSTONE STREET SE CALGARY, AB T2Z 0V4	Current

Block		Status
10	SOLO LIQUOR STORE (ST. ALBERT) LTD. 3507 TUDOR GLEN MARKET ST. ALBERT, AB T8N 3V3	Current

Block		Status
11	SOLO LIQUOR STORE (SPRUCE GROVE) LTD. 201C - 1 AVENUE SPRUCE GROVE, AB T7X 2K6	Current

Block		Status
12	SOLO LIQUOR STORE (STONY PLAIN) LTD. 101 5013 - 48TH STREET STONY PLAIN, AB T7Z 1L8	Current

Block | **Status**
Current

13 SOLO LIQUOR STORE (SOUTHPARK) LTD.
170 3803 CALGARY TRAIL
EDMONTON, AB T6J 5M8

Block | **Status**
Current

14 SOLO LIQUOR STORE (SHERWOOD PARK 1) LTD.
10 MAIN BOULEVARD UNIT 10F
SHERWOOD PARK, AB T8A 3W8

Block | **Status**
Current

15 SOLO LIQUOR STORE (RED DEER) LTD.
UNIT B 2067 - 50 AVENUE
RED DEER, AB T4R 1Z4

Block | **Status**
Current

16 SOLO LIQUOR STORE (GRAND PRAIRIE) LTD.
11230 WESTGATE DRIVE UNIT #105
GRANDE PRAIRIE, AB T8V 8L2

Block | **Status**
Current

17 SOLO LIQUOR STORE (BEAUMONT) LTD.
106 - 6306 50 STREET
BEAUMONT, AB T4X 0B6

Block | **Status**
Current

18 SOLO LIQUOR STORE (HANSON RANCH) LTD.
11 HIDDEN CREEK DRIVE NW
CALGARY, AB T3A 6K6

Block | **Status**
Current

19 SOLO LIQUOR STORE (MILLWOOD) LTD.
3927 - 34 STREET
EDMONTON, AB T6T 1K9

Block | **Status**
Current

20 SOLO LIQUOR STORE (LLOYDMINSTER) LTD.
PO BOX 30084 #103 7703 - 44TH STREET
LLOYDMINSTER, AB T9V 0X9

Block		Status
21	SOLO LIQUOR STORE (COPPERPOND) LTD. #209 151 COPPERPOND BOULEVARD SE CALGARY, AB T2Z 0Z7	Current
22	SOLO LIQUOR STORE (LEDUC) LTD. 6056 - 47TH STREET LEDUC, AB T9E 8L4	Current
23	SOLO LIQUOR STORE (MONTREUX) LTD. 3120 288 ST. MORTIZ DRIVE SW CALGARY, AB T3H 5Y2	Current
24	HAYER BROS HOLDINGS LTD. SUITE 1400 707 - 7TH AVENUE SW CALGARY, AB T2P 3H6	Deleted by 17022427344
25	1475946 ALBERTA LTD. SUITE 1400 707 - 7TH AVENUE SW CALGARY, AB T2P 3H6	Deleted by 17022427344
26	GENCO HOLDINGS LTD. SUITE 1400 707 - 7TH AVENUE SW CALGARY, AB T2P 3H6	Current
27	SOLO LIQUOR STORE (NORTH HAVEN) LTD. #8A, 4404 - 14 STREET NW CALGARY, AB T2K 1J5	Current by 16051719681
28	SOLO LIQUOR HOLDINGS (2) LTD. SUITE 200, 1615 - 10 AVENUE SW CALGARY, AB T3C 0J7	Current by 17042132037
29	SOLO LIQUOR STORE (MAYFAIR) LTD. SUITE 129, 6707 ELBOW DRIVE SW CALGARY, AB T2V 0E3	Current by 17042132037

Block		Status
30	SOLO LIQUOR STORE (HORIZON) LTD. UNIT 421, 3508 - 32ND AVENUE NE CALGARY, AB T1Y 6J2	Current by 17042132037

Block		Status
31	SOLO LIQUOR STORE (SOUTHVIEW) LTD. 1608 MAYOR MAGRATH DRIVE SOUTH LETHBRIDGE, AB T2K 2R5	Current by 17072604493

Block		Status
32	SOLO LIQUOR STORE (MEDICINE HAT) LTD. 3078 DUNMORE ROAD MEDICINE HAT, AB T1B 2X2	Current by 17072604493

Block		Status
33	SOLO LIQUOR STORE (SYLVAN LAKE) LTD. UNIT #810 - 62 THEVENAZ INDUSTRIAL TRAIL SYLVAN LAKE, AB T4S 0B6	Current by 17072604493

Block		Status
34	SOLO LIQUORE STORE (BONNYVILLE) LTD. 103, 5401 54TH AVENUE BONNYVILLE, AB T9N 2K4	Current by 17072604493

Block		Status
35	SOLO LIQUOR STORE (COLD LAKE) LTD. UNIT 103, 2550 - 16 AVENUE COLD LAKE, AB T0M 1Z8	Current by 17072604493

Block		Status
36	SOLO LIQUOR STORE (CENTURY ROAD) LTD. UNIT 11, 98 LONGVIEW DRIVE SPRUCE GROVE, AB T7X 0W3	Current by 17072604493

Block		Status
37	SOLO LIQUOR STORE (AMBLESIDE) LTD. 16220 ELLERSLIE ROAD SW EDMONTON, AB T6W 1A4	Current by 17072604493

Block		Status
38	SOLO LIQUOR STORE (OLDS) LTD. #210, 4602 46TH STREET OLDS, AB T4H 1A1	Current by 17072604493

Block		Status
39	SOLO LIQUOR STORE (THICKWOOD) LTD. UNIT 1, 100 SIGNAL ROAD FORT MCMURRAY, AB T9H 5A3	Current by 17072604493

Block		Status
40	SOLO LIQUOR STORE (SADDLEWOOD) LTD. #128, 20 SADDLESTONE DRIVE NE CALGARY, AB TA3J 0W8	Deleted by 17102507557

Block		Status
41	SOLO LIQUOR STORE (HINTON) LTD. #3, 632 CARMICHAEL LANE HINTON, AB T7V 1S8	Current by 17072604493

Block		Status
42	SOLO LIQUOR STORE (ORCHARDS GATE) LTD. 166, 9080 - 25TH AVENUE SW EDMONTON, AB T6X 0P4	Current by 17072604493

Block		Status
43	SOLO LIQUOR STORE (WALDEN) LTD. UNIT 1 & 2, 19605 WALDEN BLVD. SE CALGARY, AB T2X 0M7	Current by 17072604493

Block		Status
44	SOLO LIQUOR STORE (SADDLEBROOK) LTD. #128, 20 SADDLESTONE DRIVE NE CALGARY, AB TA3J 0W8	Current by 17102507557

Block		Status
45	SOLO LIQUOR STORE (MILLCREEK) LTD. 2330 23 AVENUE NW EDMONTON, AB T6T 0R1	Current by 17103031146

Block		Status
46	SOLO LIQUOR STORE (CHESTERMERE) LTD. UNIT 302, 320 WESTCREEK DRIVE CHESTERMERE, AB T1X 0P7	Current by 17103031146

Secured Party / Parties

Block		Status
1	ALBERTA TREASURY BRANCHES 600, 444 - 7TH AVENUE SW CALGARY, AB T2P 0X8	Deleted by 16051719681

Block		Status
2	ALBERTA TREASURY BRANCHES 600, 585 - 8TH AVENUE SW CALGARY, AB T2P 1G1	Current by 16051719681

Collateral: General

Block	Description	Status
1	All present and after-acquired personal property of the debtors.	Current
2	Proceeds: all goods, documents of title, chattel paper, instruments, money, investment property and intangibles.	Current

Business Debtor Search For:
GENCO HOLDINGS LTD.
Search ID #: Z11031502 **Date of Search:** 2018-Dec-24 **Time of Search:** 06:36:45

Registration Number: 15033017803
Registration Date: 2015-Mar-30

Registration Type: LAND CHARGE
Registration Status: Current
Registration Term: Infinity

Exact Match on: Debtor No: 26

Amendments to Registration

16051719796	Amendment	2016-May-17
17022427436	Amendment	2017-Feb-24
17042132104	Amendment	2017-Apr-21
17072604555	Amendment	2017-Jul-26
17102507728	Amendment	2017-Oct-25
17103031238	Amendment	2017-Oct-30

Debtor(s)

Block **Status**
Current

1 SOLO LIQUOR HOLDINGS LTD.
SUITE 200 1615 - 10TH AVENUE SW
CALGARY, AB T3C 0J7

Block **Status**
Current

2 SOLO LIQUOR STORE #1 LTD.
2141 - 18 AVENUE NE
CALGARY, AB T2E 1R7

Block **Status**
Current

3 SOLO LIQUOR STORE #3 LTD.
2838 GLENMORE TRAIL SE
CALGARY, AB T2C 2E6

Block		Status
4	SOLO LIQUOR STORE #4 LTD. 8 9250 MACLEOD TRAIL SE CALGARY, AB T2J 0P5	Current

Block		Status
5	SOLO LIQUOR STORE #7 LTD. 7 3451 DOUGLASDALE BLVD SE CALGARY, AB T2Z 4J1	Current

Block		Status
6	SOLO LIQUOR STORE #8 LTD. 101 802 BOWVALLEY TRAIL KANANASKIS, AB T1W 1N6	Current

Block		Status
7	SOLO LIQUOR STORE (PANORAMA) LTD. 12 PANATELLA BOULEVARD NW CALGARY, AB T3K 6K7	Current

Block		Status
8	SOLO LIQUOR STORE (BANKVIEW) LTD. 2601 - 14TH STREET SW CALGARY, AB T2T 3T9	Current

Block		Status
9	SOLO LIQUOR STORE (COPPERFIELD) LTD. 107 10 COPPERSTONE STREET SE CALGARY, AB T2Z 0V4	Current

Block		Status
10	SOLO LIQUOR STORE (ST. ALBERT) LTD. 3507 TUDOR GLEN MARKET ST. ALBERT, AB T8N 3V3	Current

Block		Status
11	SOLO LIQUOR STORE (SPRUCE GROVE) LTD. 201C - 1 AVENUE SPRUCE GROVE, AB T7X 2K6	Current

Block		Status
12	SOLO LIQUOR STORE (STONY PLAIN) LTD. 101 5013 - 48TH STREET STONY PLAIN, AB T7Z 1L8	Current

Block		Status
13	SOLO LIQUOR STORE (SOUTHPARK) LTD. 170 3803 CALGARY TRAIL EDMONTON, AB T6J 5M8	Current

Block		Status
14	SOLO LIQUOR STORE (SHERWOOD PARK 1) LTD. 10 MAIN BOULEVARD UNIT 10F SHERWOOD PARK, AB T8A 3W8	Current

Block		Status
15	SOLO LIQUOR STORE (RED DEER) LTD. UNIT B 2067 - 50 AVENUE RED DEER, AB T4R 1Z4	Current

Block		Status
16	SOLO LIQUOR STORE (GRAND PRAIRIE) LTD. 11230 WESTGATE DRIVE UNIT #105 GRANDE PRAIRIE, AB T8V 8L2	Current

Block		Status
17	SOLO LIQUOR STORE (BEAUMONT) LTD. 106 6306 50 STREET BEAUMONT, AB T4X 0B6	Current

Block		Status
18	SOLO LIQUOR STORE (HANSON RANCH) LTD. 11 HIDDEN CREEK DRIVE NW CALGARY, AB T3A 6K6	Current

Block		Status
19	SOLO LIQUOR STORE (MILLWOOD) LTD. 3927 - 34 STREET EDMONTON, AB T6T 1K9	Current

Block		Status
20	SOLO LIQUOR STORE (LLOYDMINSTER) LTD. PO BOX 30084 #103 7703 - 44TH STREET LLOYDMINSTER, AB T9V 0X9	Current

Block		Status
21	SOLO LIQUOR STORE (COPPERPOND) LTD. #209 151 COPPERPOND BOULEVARD SE CALGARY, AB T2Z 0Z7	Current
22	SOLO LIQUOR STORE (LEDUC) LTD. 6056 - 47TH STREET LEDUC, AB T9E 8L4	Current
23	SOLO LIQUOR STORE (MONTREUX) LTD. 3120 288 ST. MORTIZ DRIVE SW CALGARY, AB T3H 5Y2	Current
24	HAYER BROS HOLDINGS LTD. SUITE 1400 707 - 7TH AVENUE SW CALGARY, AB T2P 3H6	Deleted by 17022427436
25	1475946 ALBERTA LTD. SUITE 1400 707 - 7TH AVENUE SW CALGARY, AB T2P 3H6	Deleted by 17022427436
26	GENCO HOLDINGS LTD. SUITE 1400 707 - 7TH AVENUE SW CALGARY, AB T2P 3H6	Current
27	SOLO LIQUOR STORE (NORTH HAVEN) LTD. #8A, 4404 - 14 STREET NW CALGARY, AB T2K 1J5	Current by 16051719796
28	SOLO LIQUOR HOLDINGS (2) LTD. SUITE 200, 1615 - 10TH AVENUE SW CALGARY, AB T3C 0J7	Current by 17042132104
29	SOLO LIQUOR STORE (MAYFAIR) LTD. SUITE 129, 6707 ELBOW DRIVE SW CALGARY, AB T2V 0E3	Current by 17042132104

Block		Status
30	SOLO LIQUOR STORE (HORIZON) LTD. UNIT 421, 3508 - 32ND AVENUE NE CALGARY, AB T1Y 6J2	Current by 17042132104

Block		Status
31	SOLO LIQUOR STORE (SOUTHVIEW) LTD. 1608 MAYOR MAGRATH DRIVE SOUTH LETHBRIDGE, AB T1K 2R5	Current by 17072604555

Block		Status
32	SOLO LIQUOR STORE (MEDICINE HAT) LTD. 3078 DUNMORE ROAD MEDICINE HAT, AB T1B 2X2	Current by 17072604555

Block		Status
33	SOLO LIQUOR STORE (SYLVAN LAKE) LTD. UNIT #810 - 62 THEVENAZ INDUSTRIAL TRAIL SYLVAN LAKE, AB T4S 0B6	Current by 17072604555

Block		Status
34	SOLO LIQUOR STORE (BONNYVILLE) LTD. 103, 5401 54TH AVENUE BONNYVILLE, AB T9N 2K4	Current by 17072604555

Block		Status
35	SOLO LIQUOR STORE (COLD LAKE) LTD. UNIT 103, 2550 - 16 AVENUE COLD LAKE, AB T0M 1Z8	Current by 17072604555

Block		Status
36	SOLO LIQUOR STORE (CENTURY ROAD) LTD. UNIT 11, 98 LONGVIEW DRIVE SPRUCE GROVE, AB T7X 0W3	Current by 17072604555

Block		Status
37	SOLO LIQUOR STORE (AMBLESIDE) LTD. 16220 ELLERSLIE ROAD SW EDMONTON, AB T6W 1A4	Current by 17072604555

Block		Status
38	SOLO LIQUOR STORE (OLDS) LTD. #210, 4602 46TH STREET OLDS, AB T4H 1A1	Current by 17072604555

Block		Status
39	SOLO LIQUOR STORE (THICKWOOD) LTD. UNIT 1, 100 SIGNAL ROAD FORT MCMURRAY, AB T9H 5A3	Current by 17072604555

Block		Status
40	SOLO LIQUOR STORE (SADDLEWOOD) LTD. #128, 20 SADDLESTONE DRIVE NE CALGARY, AB T3J 0W8	Deleted by 17102507728

Block		Status
41	SOLO LIQUOR STORE (HINTON) LTD. #3, 632 CARMICHAEL LANE HINTON, AB T7V 1S8	Current by 17072604555

Block		Status
42	SOLO LIQUOR STORE (ORCHARDS GATE) LTD. 166, 9080 - 25TH AVENUE SW EDMONTON, AB T6X 0P4	Current by 17072604555

Block		Status
43	SOLO LIQUOR STORE (WALDEN) LTD. UNIT 1 & 2, 19605 WALDEN BLVD. SE CALGARY, AB T2X 0M7	Current by 17072604555

Block		Status
44	SOLO LIQUOR STORE (SADDLEBROOK) LTD. #128, 20 SADDLESTONE DRIVE NE CALGARY, AB T3J 0W8	Current by 17102507728

Block		Status
45	SOLO LIQUOR STORE (MILLCREEK) LTD. 2330 23 AVENUE NW EDMONTON, AB T6T 0R1	Current by 17103031238

Block		Status
46	SOLO LIQUOR STORE (CHESTERMERE) LTD. UNIT 302, 320 WESTCREEK DRIVE CHESTERMERE, AB T1X 0P7	Current by 17103031238

Secured Party / Parties

Block		Status
1	ALBERTA TREASURY BRANCHES 600, 444 - 7TH AVENUE SW CALGARY, AB T2P 0X8	Deleted by 16051719796
2	ALBERTA TREASURY BRANCHES 600, 585 - 8TH AVENUE SW CALGARY, AB T2P 1G1	Current by 16051719796

Business Debtor Search For:
GENCO HOLDINGS LTD.
Search ID #: Z11031502 **Date of Search:** 2018-Dec-24 **Time of Search:** 06:36:45

Registration Number: 15111906472
Registration Date: 2015-Nov-19

Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2020-Nov-19 23:59:59

Exact Match on:	Debtor	No: 1
Exact Match on:	Debtor	No: 2
Exact Match on:	Debtor	No: 3

Amendments to Registration

15112409112	Amendment	2015-Nov-24

Debtor(s)

Block		Status
1	GENCO HOLDINGS LTD. 200, 1615 - 10 AVENUE S.W. CALGARY, AB T3C 0J7	Current

Block		Status
2	GENCO HOLDINGS LTD. 1400, 707 - 7 AVENUE S.W. CALGARY, AB T2P 3H6	Current

Block		Status
3	GENCO HOLDINGS LTD. 1108 - 4 STREET S.W. CALGARY, AB T2R 0X6	Current

Secured Party / Parties

Block		Status
1	CANADIAN WESTERN BANK 6606 MACLEOD TRAIL S.W. CALGARY, AB T2H 0K6	Current

Collateral: General

Block	Description	Status
1	All of the Debtor's Goods, Accounts, Chattel Paper, Money, Securities, Documents of Title, Instrument and Intangibles which are now or at any time hereafter located at, related to, derived from or in respect of, or used in connection with, the lands which are municipally known as 1108 4th Street SW, Calgary, Alberta and legally described as Plan C, Block 84, Lots 1 to 7 and any amendments to title or subdivisions thereof and all Parts, Accessories, Attachments, Equipment Additions, Accretions and Accessions thereto and Proceeds thereof. Proceeds: all present and after-acquired personal property.	Deleted By 15112409112
2	All of the Debtor's Goods, Accounts, Chattel Paper, Money, Securities, Documents of Title, Instrument and Intangibles which are now or at any time hereafter located at, related to, derived from or in respect of, or used in connection with, the lands which are municipally known as 1108 4th Street SW, Calgary, Alberta and legally described as Plan C, Block 84, Lots 1 to 7 and any amendments to title or subdivisions thereof and all Parts, Accessories, Attachments, Equipment Additions, Accretions and Accessions thereto and Proceeds thereof which shall include, without limitation, all money, along with all interest accrued or earned thereon, in that account referenced in the hypothecation of bank balances dated November 12, 2015 in favour of the secured party and signed by the debtor. Proceeds: all present and after-acquired personal property.	Current By 15112409112

Business Debtor Search For:
GENCO HOLDINGS LTD.
Search ID #: Z11031502 **Date of Search:** 2018-Dec-24 **Time of Search:** 06:36:45

Registration Number: 17022405636
Registration Date: 2017-Feb-24

Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2024-Feb-24 23:59:59

Exact Match on: Debtor No: 1

Amendments to Registration

17071337953	Amendment	2017-Jul-13

Debtor(s)

Block **Status**
Current

1 GENCO HOLDINGS LTD.
1100, 634 - 6TH AVE SW
CALGARY, AB T2P 0S4

Block **Status**
Current

2 GENCO (COPPERPOND) LTD.
1100, 634 6TH AVE SW
CALGARY, AB T2P 0S4

Block **Status**
Current

3 GENCO (TUSCANY) LTD.
1100, 634 6TH AVE SW
CALGARY, AB T2P 0S4

Block **Status**
Current

4 GENCO (WEST EDMONTON) LTD.
1100, 634 6TH AVE SW
CALGARY, AB T2P 0S4

Block **Status**
Current

5 GENCO (1108) LTD.
1100, 634 6TH AVE SW
CALGARY, AB T2P 0S4

Block		**Status**
6	GENCO (WALDEN) LTD. 1100, 634 6TH AVE SW CALGARY, AB T2P 0S4	Current

Block		**Status**
7	GENCO (SHEPARD) LTD. 1100, 634 6TH AVE SW CALGARY, AB T2P 0S4	Current

Block		**Status**
8	GENCO (OKOTOKS) LTD. 1100, 634 6TH AVE SW CALGARY, AB T2P 0S4	Current

Block		**Status**
9	GENCO DEVELOPMENT CORPORATION 1100, 634 6TH AVE SW CALGARY, AB T2P 0S4	Current

Block		**Status**
10	PB HOLDINGS LTD. 1100, 634 6TH AVE SW CALGARY, AB T2P 0S4	Current

Block		**Status**
11	JH HOLDINGS LTD. 1100, 634 6TH AVE SW CALGARY, AB T2P 0S4	Current

Block		**Status**
12	TATLA HOLDINGS LTD. 1100, 634 6TH AVE SW CALGARY, AB T2P 0S4	Current

Secured Party / Parties

Block		**Status**
1	CROWN CAPITAL FUND IV, LP 77 KING STREET WEST, SUITE 4330 TORONTO, ON M5K 1H6	Current

Block		Status
2	CROWN CAPITAL FUND IV MANAGEMENT INC. 77 KING STREET WEST, SUITE 4330 TORONTO, ON M5K 1H6	Current by 17071337953

Collateral: General

Block	Description	Status
1	ALL OF THE DEBTORS' PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.	Current

Business Debtor Search For:
GENCO HOLDINGS LTD.
Search ID #: Z11031502 **Date of Search:** 2018-Dec-24 **Time of Search:** 06:36:45

Registration Number: 17022414550
Registration Date: 2017-Feb-24

Registration Type: LAND CHARGE
Registration Status: Current
Registration Term: Infinity

Exact Match on: Debtor No: 1

Amendments to Registration

17071338065	Amendment	2017-Jul-13

Debtor(s)

Block **Status**
Current

1 GENCO HOLDINGS LTD.
1100, 634 - 6 AVE SW
CALGARY, AB T2P 0S4

Block **Status**
Current

2 GENCO (COPPERPOND) LTD.
1100, 634 - 6 AVE SW
CALGARY, AB T2P 0S4

Block **Status**
Current

3 GENCO (TUSCANY) LTD.
1100, 634 - 6 AVE SW
CALGARY, AB T2P 0S4

Block **Status**
Current

4 GENCO (WEST EDMONTON) LTD.
1100, 634 - 6 AVE SW
CALGARY, AB T2P 0S4

Block **Status**
Current

5 GENCO (1108) LTD.
1100, 634 - 6 AVE SW
CALGARY, AB T2P 0S4

Block		**Status**
6	GENCO (WALDEN) LTD. 1100, 634 - 6 AVE SW CALGARY, AB T2P 0S4	Current

Block		**Status**
7	GENCO (WALDEN) LTD. 1100, 634 - 6 AVE SW CALGARY, AB T2P 0S4	Current

Block		**Status**
8	GENCO (SHEPARD) LTD. 1100, 634 - 6 AVE SW CALGARY, AB T2P 0S4	Current

Block		**Status**
9	GENCO (OKOTOKS) LTD. 1100, 634 - 6 AVE SW CALGARY, AB T2P 0S4	Current

Block		**Status**
10	GENCO DEVELOPMENT CORPORATION 1100, 634 - 6 AVE SW CALGARY, AB T2P 0S4	Current

Block		**Status**
11	PB HOLDINGS LTD. 1100, 634 - 6 AVE SW CALGARY, AB T2P 0S4	Current

Block		**Status**
12	JH HOLDINGS LTD. 1100, 634 - 6 AVE SW CALGARY, AB T2P 0S4	Current

Block		**Status**
13	TATLA HOLDINGS LTD. 1100, 634 - 6 AVE SW CALGARY, AB T2P 0S4	Current

Secured Party / Parties

Block		Status
1	CROWN CAPITAL FUND IV, LP 77 KING STREET WEST, SUITE 4330 TORONTO, ON M5K 1H6	Current

Block		Status
2	CROWN CAPITAL FUND IV MANAGEMENT INC. 77 KING STREET WEST, SUITE 4330 TORONTO, ON M5K 1H6	Current by 17071338065

Business Debtor Search For:
GENCO HOLDINGS LTD.
Search ID #: Z11031502 **Date of Search:** 2018-Dec-24 **Time of Search:** 06:36:45

Registration Number: 17122112614
Registration Date: 2017-Dec-21

Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2022-Dec-21 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block		Status
1	GENCO HOLDINGS LTD. SUITE 1100, 634 - 6TH AVENUE S.W. CALGARY, AB T2P 0S4	Current

Secured Party / Parties

Block		Status
1	MAYNBRIDGE CAPITAL INC. 388 - 1111 WEST HASTINGS STREET VANCOUVER, BC V6E 2J3	Current

Collateral: General

Block	Description	Status
1	ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR EXCEPT CONSUMER GOODS. PROCEEDS: GOODS, INVENTORY, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES AND ACCOUNTS (ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) AND INSURANCE PROCEEDS.	Current

Business Debtor Search For:
GENCO HOLDINGS LTD.
Search ID #: Z11031502 **Date of Search:** 2018-Dec-24 **Time of Search:** 06:36:45

Registration Number: 17122112665
Registration Date: 2017-Dec-21

Registration Type: LAND CHARGE
Registration Status: Current
Registration Term: Infinity

Exact Match on: Debtor No: 1

Debtor(s)

Block		Status
1	GENCO HOLDINGS LTD. SUITE 1100, 634 - 6TH AVENUE S.W. CALGARY, AB T2P 0S4	Current

Secured Party / Parties

Block		Status
1	MAYNBRIDGE CAPITAL INC. 388 - 1111 WEST HASTINGS STREET VANCOUVER, BC V6E 2J3	Current

Business Debtor Search For:
GENCO HOLDINGS LTD.
Search ID #: Z11031502 **Date of Search:** 2018-Dec-24 **Time of Search:** 06:36:45

Registration Number: 18051543125
Registration Date: 2018-May-15

Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2023-May-15 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block		Status
1	GENCO HOLDINGS LTD. SUITE 1100, 634 - 6TH AVENUE S.W. CALGARY, AB T2P 0S4	Current

Secured Party / Parties

Block		Status
1	HMT HOLDINGS INC. 36 TORONTO STREET, SUITE 500 TORONTO, ON M5C 2C5	Current

Collateral: General

Block	Description	Status
1	ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR WHICH IS LOCATED UPON THE LANDS MUNICIPALLY KNOWN AS LEGALLY DESCRIBED AS: (a) 176507 - 6TH STREET N.W., CALGARY, ALBERTA THE NORTH EAST QUARTER OF SECTION 9 TOWNSHIP 26 RANGE 1 WEST OF THE FIFTH MERIDIAN CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS EXCEPTING THE SOUTHERLY 1,320 FEET OF THE EASTERLY 1,320 FEET CONTAINING 16.2 HECTARES (40 ACRES) MORE OR LESS EXCEPTING THEREOUT ALL MINES AND MINERALS	Current
2	(b) 16905 CENTRE STREET N.W., CALGARY, ALBERTA MERIDIAN 5 RANGE 1 TOWNSHIP 26 SECTION 9 THE SOUTHERLY 1320 FEET OF THE EASTERLY 1320 FEET OF THE NORTH EAST QUARTER CONTAINING 40 ACRES MORE OR LESS EXCEPTING THEREOUT ALL MINES AND MINERALS (COLLECTIVELY, THE "LANDS")	Current

3	OR WHICH COMPRISE ANY PART THEREOF, OR WHICH IN ANY WAY RELATES TO THE DEVELOPMENT, CONSTRUCTION, USE, MANAGEMENT AND SUBDIVISION OF THE LANDS.	Current
4	PROCEEDS: GOODS, INVENTORY, CHATTEL PAPER, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES, ACCOUNTS AND INVESTMENT PROPERTY (ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) AND INSURANCE PROCEEDS.	Current

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

Debtor Name / Address	**Reg.#**
GANCO ENTERPRISES INC. 32176 TOWNSHIP ROAD 250 CALGARY, AB T3Z 1L8	09031320546

SECURITY AGREEMENT

Debtor Name / Address	**Reg.#**
GANCO ENTERPRISES INC. 32176 TOWNSHIP ROAD 250 CALGARY, AB T3Z 1L8	09031320559

SECURITY AGREEMENT

Debtor Name / Address	**Reg.#**
GANCO ENTERPRISES INC. 32176 TOWNSHIP ROAD 250 CALGARY, AB T3Z 1L8	16021809949

SECURITY AGREEMENT

Debtor Name / Address	**Reg.#**
GANCO ENTERPRISES INC. 32176 TOWNSHIP ROAD 250 CALGARY, AB T3Z 1L8	17041012938

SECURITY AGREEMENT

Debtor Name / Address	**Reg.#**
GANCO ENTERPRISES INC. 32188 TOWNSHIP ROAD 250 CALGARY, AB T3Z1L8	18081703655

SECURITY AGREEMENT

Result Complete

EXHIBIT “D”

This is Exhibit "D" referred to
in the Affidavit of Cameron Bailey
Sworn before me this 15th day of March, 2019

Notary Public
In and for the Province of Alberta
Evan James Dickinson
Barrister, Solicitor and Notary Public

HSBC

HSBC Bank Canada

1012083-E_2009-02

GENERAL SECURITY AGREEMENT
(British Columbia, Alberta, New Brunswick, Nova Scotia, Newfoundland and Labrador, Prince Edward Island)

This General Security Agreement made as of the 23 rd day of, May , 2012

Between:

GENCO HOLDINGS LTD.

(the "Debtor")

And:

HSBC Bank Canada, a chartered bank of Canada, having a head office in the City of Vancouver, in the Province of British Columbia, and having a branch at

407 - 8TH Avenue S.W., Calgary, AB T2P 1E5

(the "Bank")

I Security

1.1 For value received, the Debtor grants and creates the security constituted by this General Security Agreement and agrees to the terms, covenants, agreements, conditions, provisos and other matters set out in this General Security Agreement.

1.2 As general and continuing security for the Obligations (as defined in clause 2.1 hereof), the Debtor:

1.2.1 hereby grants to the Bank, by way of mortgage, charge, assignment and transfer, a security interest in all presently owned and hereafter acquired personal property of the Debtor of whatsoever nature and kind and wheresoever situate and all proceeds thereof and therefrom, renewals thereof, Accessions thereto and substitutions therefor, (all of which are herein collectively called the "Personal Property Collateral"), including, without limiting the generality of the foregoing, all the presently owned or held and hereafter acquired right, title and interest of the Debtor in and to all Goods (including all accessories, attachments, additions and Accessions thereto), Chattel Paper, Documents of Title (whether negotiable or not), Instruments, Intangibles (subject to Clause 1.2.2 hereof), Licences, Money, Securities, Investment Property and all:

(a) Inventory of whatsoever nature and kind and wheresoever situate;

(b) Equipment (other than Inventory) of whatsoever nature and kind and wheresoever situate, including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatsoever nature and kind;

(c) book accounts and book debts and generally all Accounts, debts, dues, claims, choses in action and demands of every nature and kind howsoever arising or secured including letters of credit, letters of guarantee and advices of credit, which are now due, owing or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by the Debtor (all of which are herein collectively called the "Debts");

(d) deeds, documents, writings, papers, books of account and other books relating to or being records of Debts, Chattel Paper or Documents of Title or by which such are or may hereafter be secured, evidenced, acknowledged or made payable;

(e) contractual rights and insurance claims and all goodwill;

(f) monies other than trust monies lawfully belonging to others; and

(g) personal property described in any schedule now or hereafter annexed hereto; and

1.2.2 hereby grants to the Bank, by way of mortgage and charge a security interest in all presently owned and hereafter acquired patents, trade-marks, copyrights, industrial designs and other intellectual property and all proceeds thereof and therefrom, renewals thereof, Accessions thereto and substitutions therefor (all of which is deemed to be included in the definition of "Personal Property Collateral" referred to in Clauses 1.2.1 and 1.3.2 hereof); and

1.2.3 hereby charges as and by way of a floating charge in favour of the Bank all the presently owned or held and hereafter acquired property, assets, effects and undertakings of the Debtor of whatsoever nature and kind and wheresoever situate, other than such of the property, assets, effects and undertakings of the Debtor as are validly and effectively subjected to the security interest granted to the Bank pursuant to clause 1.2.1, (all of which property, assets, effects and undertakings so charged by this clause 1.2.3 are herein collectively called the "Other Collateral") including, without limiting the generality of the foregoing, all presently owned or held and hereafter acquired right, title and interest of the Debtor in and to real and immovable and leasehold property and rights whether in fee or of a less estate and all interest in and rights relating to lands and all easements, rights of way, privilege, benefits, licences, improvements and rights whether connected therewith or appurtenant thereto or separately owned or held and all structures, buildings, plant, machinery, fixtures, apparatus and fixed assets and the charge created by this clause 1.2.3 shall be a floating charge such that the Debtor shall not have power without the prior written consent of the Bank to:

(a) create or permit to exist any Encumbrance against any of the Other Collateral which ranks or could in any event rank in priority to or pari passu with the security constituted by this General Security Agreement, save for:

(1) those Encumbrances shown in the Encumbrance Schedule; and

(2) Encumbrances approved in writing by the Bank prior to creation or assumption; or

(b) grant, sell, exchange, transfer, assign, lease or otherwise dispose of the Other Collateral.

1.3 In this General Security Agreement:

1.3.1 any reference to "Premises" shall mean all property owned or leased by the Debtor;

1.3.2 the Personal Property Collateral and the Other Collateral are herein together called the "Collateral";

1.3.3 any reference to "Collateral" shall, unless the context otherwise requires, be deemed a reference to
"Collateral or any part thereof";

1.3.4 any reference to "Debtor" and the personal pronoun "it" or "its" and any verb relating thereto and used therewith shall be read and construed as required by and in accordance with the context in which such words are used depending upon whether the Debtor is one or more corporations and, if more than one Debtor executes this General Security Agreement, this General Security Agreement shall apply and be binding upon each of them jointly and severally and all obligations hereunder shall be joint and several;

1.3.5 any reference to "Environmental Laws" shall mean any laws, regulations, orders, by-laws, permits or lawful requirements of any governmental authority with respect to environmental protection or regulating hazardous materials;

1.3.6 any reference to "General Security Agreement" shall, unless the context otherwise requires, be deemed a reference to this General Security Agreement as amended from time to time by written agreement together with the schedules hereto and any schedules added hereto pursuant to the provisions hereof;

1.3.7 any reference to "Hazardous Materials" shall mean any asbestos material, urea formaldehyde, explosives, radioactive materials, pollutants, contaminants, hazardous substances, corrosive substances, toxic substances, special waste or waste of any kind including, without limitation, compounds known as chlorobiphenyls and any substance the storage, manufacture, disposal, treatment, generation, use, transport, remediation or release of which into the environment is prohibited, controlled or licensed under Environmental Laws;

1.3.8 any reference to "PPSA" shall mean the Personal Property Security Act of the Province as amended from time to time, including any amendments thereto and any Act substituted therefor and amendments thereto;

1.3.9 any reference to the "Province" shall mean the Province of Alberta
and

1.3.10 the terms "Goods", "Chattel Paper", "Documents of Title", "Equipment", "Accounts" "Consumer Goods", "Instruments", "Intangibles", "Licences"(Alberta and British Columbia only), "Money", "Securities", "Investment Property", "Proceeds", "Inventory" and "Accessions" and other words and expressions which have been defined in the PPSA shall be interpreted in accordance with their respective meanings given in the PPSA (either in the singular or plural thereof), as the context requires unless otherwise defined herein or unless the context otherwise requires.

1.4 The Bank and the Debtor have not agreed to postpone the time for attachment of the security interests granted hereby.

1.5 The security interest in Consumer Goods hereby granted shall not become effective until, but shall become effective immediately when, the Bank notifies the Debtor in writing that it is effective.

1.6 The last day of the term of any lease held by the Debtor with respect to any of the Collateral is excluded from the security constituted by this General Security Agreement.

II Obligations Secured

2.1 The security constituted by this General Security Agreement is general and continuing security for payment, performance and satisfaction of each and every obligation, indebtedness and liability of the Debtor to the Bank (including interest thereon), present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever incurred, and any ultimate unpaid balance thereof, including all future advances and re-advances, and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether the Debtor be bound alone or with another or others and whether as principal or surety, (all of which obligations, indebtedness and liabilities are herein collectively called the "Obligations").

2.2 This General Security Agreement and the security constituted hereby are in addition to and not in substitution for any other security or securities which the Bank may now or from time to time hold or take from the Debtor or from any other person whomsoever.

III Representations and Warranties of the Debtor

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

3.1.1 this General Security Agreement has been authorized, executed and delivered in accordance with resolutions of the directors (and of the shareholders as applicable) of the Debtor and all other matters and things have been done and performed so as to authorize and make the execution and delivery of this General Security Agreement, the creation of the security constituted hereby and the performance of the Debtor's obligations hereunder, legal, valid and binding;

3.1.2 the Collateral is genuine and is owned by the Debtor free of all security interests, mortgages, liens, claims, charges and other encumbrances (herein collectively called "Encumbrances"), save for the security constituted by this General Security Agreement, those Encumbrances shown on the Encumbrance Schedule and those Encumbrances approved in writing by the Bank;

3.1.3 the Debtor has good and lawful authority to create the security in the Collateral constituted by this General Security Agreement;

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

3.1.5 with respect to Goods (including Inventory) comprised in the Collateral, the locations specified in the Location Schedule are accurate and complete (save for Goods in transit to such locations and Inventory on lease or consignment) and all fixtures or Goods about to become fixtures which form part of the Collateral will be situate at one of the locations specified in the Location Schedule;

3.1.6 none of the Premises are insulated with urea formaldehyde nor contain any asbestos material or underground tanks;

3.1.7 the Premises are free of any Hazardous Materials;

3.1.8 the Premises are not currently used in a manner, and, to the Debtor's knowledge, after having made due inquiry, no prior use has occurred, which is contrary to any laws, regulations, orders, bylaws, permits or lawful requirements of any Environmental Laws; and

3.1.9 there are no existing or threatened claims, actions, orders or investigations under any Environmental Laws against the Debtor or against the Premises;

3.1.10 the Debtor is the owner of any intellectual property applications and registrations and there are no outstanding claims of ownership by third parties in respect of these registrations and applications;

3.1.11 all intellectual property applications and registrations are valid and in good standing;

3.1.12 all trade-mark and industrial designs have been in continuous use and that the use has been proper in relation to the wares and/or services of Debtor;

3.1.13 only the Debtor has used the trade-marks, or if there are any third party users of the Debtor's trade-marks, such third party users are properly licensed to use such trademarks;

3.1.14 all assignments and other documents affecting intellectual property rights have been disclosed and provided to the Bank;

3.1.15 there are no outstanding or threatened claims or proceedings with respect to the intellectual property; and,

3.1.16 all necessary assignments and license agreements have been properly executed by the Debtor for use of third party intellectual property.

IV Covenants of the Debtor

4.1 The Debtor covenants and agrees that at all times while this General Security Agreement remains in effect the Debtor will:

4.1.1 defend the Collateral for the benefit of the Bank against the claims and demands of all other persons;

4.1.2 not, without the prior written consent of the Bank:

(a) create or permit to exist any Encumbrance against any of the Personal Property Collateral which ranks or could in any event rank in priority to or pari passu with the security constituted by this General Security Agreement, save for:

(i) those Encumbrances shown in the Encumbrance Schedule; and

(ii) Encumbrances approved in writing by the Bank prior to creation or assumption; or

(b) grant, sell, exchange, transfer, assign, lease or otherwise dispose of the Collateral;

provided always, that, until default, the Debtor may, in the ordinary course of the Debtor's business, sell or lease Inventory and, subject to clause 5.2 hereof, use monies available to the Debtor;

4.1.3 fully and effectively maintain and keep maintained valid and effective the security constituted by this General Security Agreement;

4.1.4 notify the Bank promptly of:

(a) any change in the information contained herein or in the Schedules hereto relating to the Debtor, the Debtor's name, the Debtor's business or the Collateral;

(b) the details of any significant acquisition of Collateral;

(c) the details of any claims or litigation affecting the Debtor or the Collateral;

(d) any loss or damage to the Collateral;

(e) any default by any Account Debtor in payment or other performance of obligations of the Account Debtor comprised in the Collateral; and

(f) the return to, or repossession by, the Debtor of Collateral;

4.1.5 keep the Collateral in good order, condition and repair (in the locations specified in the Location Schedule or such other locations as the Bank may approve in writing) and not use the Collateral in violation of the provisions of this General Security Agreement or any other agreement relating to the Collateral or any policy insuring the Collateral or any applicable statute, law, by-law, rule, regulation or ordinance;

4.1.6 carry on and conduct the business of the Debtor in a proper and efficient manner and so as to protect and preserve the Collateral and to keep, in accordance with generally accepted accounting principles, consistently applied, proper books of account for the Debtor's business as well as accurate and complete records concerning the Collateral and, at the Bank's request, mark any and all such records and the Collateral so as to indicate the security constituted by this General Security Agreement;

4.1.7 forthwith pay:

(a) all obligations to its employees and all obligations to others which relate to its employees when due, including, without limitation, all taxes, duties, levies, government fees, claims and dues related to its employees;

(b) all taxes, assessments, rates, duties, levies, government fees, claims and dues lawfully levied, assessed or imposed upon it or the Collateral when due, unless the Debtor shall in good faith contest its obligations so to pay and shall furnish such security as the Bank may require; and

(c) all Encumbrances which rank or could in any event rank in priority to or pari passu with the security constituted by this General Security Agreement, other than the Encumbrances, if any, shown in the Encumbrance Schedule hereto and those approved in writing by the Bank;

4.1.8 prevent the Collateral, save Inventory sold or leased as permitted hereby, from being or becoming an Accession to other property not covered by this General Security Agreement;

4.1.9 insure the Collateral for such periods, in such amounts, on such terms and against loss or damage by fire and such other risks as the Bank shall reasonably direct (but in any event in accordance with prudent business practice and for not less than the full replacement cost thereof) with loss payable to the Bank and the Debtor, as insureds, as their respective interests may appear, and to pay all premiums for such insurance;

4.1.10 deliver to the Bank from time to time promptly upon request:

(a) any Documents of Title, Instruments, Securities and Chattel Paper comprised in or relating to the Collateral;

(b) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to the Collateral for the purpose of inspecting, auditing or copying the same;

(c) all financial statements prepared by or for the Debtor regarding the Debtor's business;

(d) all policies and certificates of insurance relating to the Collateral; and

(e) such information concerning the Collateral, the Debtor and Debtor's business and affairs as the Bank may reasonably require;

4.1.11 forthwith pay all costs, charges, expenses and legal fees and disbursements (on a solicitor and his own client basis) which may be incurred by the Bank in:

(a) inspecting the Collateral;

(b) negotiating, preparing, perfecting and registering this General Security Agreement and other documents, whether or not relating to this General Security Agreement;

(c) investigating title to the Collateral;

(d) taking, recovering, keeping possession of and insuring the Collateral;

(e) connection with any disclosure requirements under the PPSA; and

(f) all other actions and proceedings taken in connection with the preservation of the Collateral and the confirmation, perfection and enforcement of this General Security Agreement and of any other security held by the Bank as security for the Obligations;

4.1.12 at the Bank's request at any time and from time to time create in favour of the Bank, as security for the Obligations, a fixed charge or charges upon any of the Other Collateral; .

4.1.13 at the Bank's request at any time and from time to time execute and deliver such further and other documents and instruments and do all other acts and things as the Bank reasonably requires in order to give effect to this General Security Agreement or to confirm and perfect, and maintain perfection of, the security constituted by this General Security Agreement in favour of the Bank;

4.1.14 permit the Bank and its representatives, at all reasonable times, access to all the Debtor's property, assets and undertakings and to all its books of account and records for the purpose of inspection and render all assistance necessary for such inspection;

4.1.15 comply with the covenants, if any, set out in the Additional Covenants Schedule;

4.1.16 develop and use the Premises only in compliance with all Environmental Laws;

4.1.17 permit the Bank to investigate the Premises, any goods on the Premises and the Debtor's records at any time and from time to time to verify such compliance with Environmental Laws and this General Security Agreement;

4.1.18 upon the request of the Bank, obtain from time to time at the Debtor's cost a report from an independent consultant designated or approved by the Bank verifying compliance with Environmental Laws and this General Security Agreement or the extent of any non-compliance therewith;

4.1.19 not store, manufacture, dispose, treat, generate, use, transport, remediate or release Hazardous Materials on or from any of the Premises without notifying the Bank in writing;

4.1.20 promptly remove any Hazardous Materials from the Premises in a manner which conforms to Environmental Laws governing their removal; and,

4.1.21 notify the Bank in writing of:

(a) any enforcement, clean-up, removal, litigation or other governmental, regulatory, judicial or administrative action instituted, contemplated or threatened against the Debtor or the Premises pursuant to any Environmental Laws;

(b) all claims, actions, orders or investigations, made or threatened by any third party against the Debtor or any of the Premises relating to damage, contribution, cost recovery, compensation, loss or injuries resulting from any Hazardous Materials or any breach of the Environmental Laws; and

(c) the discovery of any Hazardous Materials or any occurrence or condition on any of the Premises or any real property adjoining or in the vicinity of any of the Premises which could subject the Debtor or any of the Premises to any fines, penalties, orders or proceedings under any Environmental Laws;

4.1.22 apply to file applications and complete registrations on any present intellectual property which is not currently protected by an application or registration where commercially reasonable, including any and all improvements to intellectual property and apply to file registrations on unregistered trade-marks in Canada and the United States;

4.1.23 apply to file applications and complete registrations of all after acquired intellectual property in all jurisdictions where commercially reasonable;

4.1.24 keep up-to-date witnessed records regarding intellectual property;

4.1.25 enter into confidentiality agreements with employees and other third parties who may invent, create, discover, author and/or reduce to practice intellectual property for the Debtor and who may have access to confidential information of the Debtor;

4.1.26 ensure that all after acquired intellectual property obtained from third parties is properly acquired by way of a written license agreement or assignment;

4.1.27 provide, upon written request by the Bank, a list of all registered and unregistered trade-marks, patent applications, issued patents, copyright, industrial designs and other intellectual property; and,

4.1.28 mark all products and advertising appropriately to maintain the validity of all intellectual property rights.

V Payments and Proceeds

5.1 Before or after default under this General Security Agreement, the Bank may notify all or any Account Debtors of the security constituted by this General Security Agreement and may also direct such Account Debtors to make all payments on the Collateral to the Bank.

5.2 The Debtor acknowledges that any payments on or other proceeds of the Collateral received by the Debtor from Account Debtors, whether before or after notification of the security constituted by this General Security Agreement to Account Debtors and whether before or after default under this General Security Agreement, shall be received and held by the Debtor in trust for the Bank and shall be turned over to the Bank forthwith upon request.

VI Bank Actions

6.1 The Debtor hereby authorizes the Bank to:

(a) file such financing statements and other documents and do such acts, matters and things (including completing and adding schedules hereto identifying the Collateral or any permitted Encumbrances affecting collateral or identifying the locations at which the Debtor's business is carried on and the Collateral and records relating thereto are situate) as the Bank may deem appropriate to perfect and continue the security constituted hereby, to protect and preserve the Collateral and to realize upon the security constituted hereby and the Debtor hereby irrevocably constitutes and appoints the Bank the true and lawful attorney of the Debtor, with full power of substitution, to do any of the foregoing in the name of the Debtor whenever and wherever it may be deemed necessary or expedient by the Bank; and

(b) make enquiries from time to time of any governmental authority with respect to the Debtor's compliance with Environmental Laws and the Debtor agrees that the Debtor will from time to time provide to the Bank with such written authorization as the Bank may reasonably require in order to facilitate the obtaining of such information.

6.2 The Bank may charge for its reasonable costs incurred in connection with any disclosure requirements under the PPSA.

6.3 If the Debtor fails to perform any of its Obligations hereunder, the Bank may, but shall not be obliged to, perform any or all of such Obligations without prejudice to any other rights and remedies of the Bank hereunder, and any payments made and any costs, charges, expenses and legal fees and disbursements (on a solicitor and his own client basis) incurred in connection therewith shall be payable by the Debtor to the Bank forthwith with interest until paid at the highest rate borne by any of the Obligations and such amounts shall form part of the

Obligations and constitute a charge upon the Collateral in favour of the Bank prior to all claims subsequent to this General Security Agreement.

6.4 The Debtor covenants and agrees that the Bank may, but shall be under no obligation to, at any time or times as the Bank deems necessary and without the concurrence of the Debtor or any other person make such arrangements for the repairing, finishing and putting in order of the Premises, including, without limitation, such repairs, replacements and improvements as are necessary so that the Debtor and the Premises comply with Environmental Laws, and all reasonable costs, charges and expenses including an allowance for the time and services of the Bank, the Bank's servants or agents or any other person or persons appointed for the above purposes including, without limitation, the full amount of all legal fees, disbursements, costs, charges and expenses incurred by the Bank and any amount due hereunder shall be payable forthwith to the Bank, shall be deemed an advance to the Debtor by the Bank, shall be deemed to be Obligations, and shall bear interest at the highest rate per annum from time to time charged by the Bank on any of the other Obligations until paid.

VII Default

7.1 The Debtor shall be in default under this General Security Agreement, unless otherwise agreed in writing by the Bank, upon the occurrence of any of the following events:

7.1.1 the Debtor makes default in payment when due of any of the Obligations which are indebtedness or liabilities or the Debtor fails to perform or satisfy any other of the Obligations; or

7.1.2 the Debtor is in breach of any term, condition, proviso, agreement or covenant to the Bank, or any representation or warranty given by the Debtor to the Bank is untrue, whether or not any such term, condition, proviso, agreement or covenant, representation or warranty is contained in this General Security Agreement; or

7.1.3 the Debtor makes an assignment for the benefit of its creditors, is declared bankrupt, makes a proposal or otherwise takes advantage of provisions for relief under the Bankruptcy and Insolvency Act (Canada), the Companies Creditors' Arrangement Act (Canada) or similar legislation in any jurisdiction, or makes an authorized assignment; or

7.1.4 there is instituted by or against the Debtor any formal or informal proceeding for the dissolution or liquidation of, settlement of claims against, or winding-up of affairs of, the Debtor; or

7.1.5 the Debtor ceases or threatens to cease to carry on business or makes or agrees to make a bulk sale of assets or commits or threatens to commit an act of bankruptcy; or

7.1.6 a receiver, receiver and manager or receiver-manager of all or any part of the Collateral or of any other property, assets or undertakings of the Debtor is appointed; or

7.1.7 any execution, sequestration, extent or other process of any court becomes enforceable against the Debtor or a distress or analogous process is levied upon the Collateral or any part thereof; or

7.1.8 an order is made or an effective resolution is passed for winding-up the Debtor; or

7.1.9 without the prior written consent of the Bank, the Debtor creates or permits to exist any Encumbrance against any of the Collateral which ranks or could in any event rank in priority to or pari passu with the security constituted by this General Security Agreement; or

7.1.10 the holder of any Encumbrance against any of the Collateral does anything to enforce or realize on such Encumbrance; or

7.1.11 the Debtor enters into any reconstruction, reorganization, amalgamation, merger or other similar arrangement with any other person; or

7.1.12 the Bank in good faith believes and has commercially reasonable grounds to believe that the prospect of payment or performance of any of the Obligations is impaired or that any of the Collateral is or is about to be placed in jeopardy; or

7.1.13 any certificate, statement, representation, warranty or audit report herewith, heretofore or hereafter furnished by or on behalf of the Debtor to the Bank, whether in connection with this General Security Agreement or otherwise, and whether furnished as an inducement to the Bank to extend any credit to or to enter into this or any other agreement with the Debtor or not:

(a) proves to have been false in any material respect at the time as of which the facts therein set forth were stated or certified; or

(b) proves to have omitted any substantial contingent or unliquidated liability or claim against the Debtor;

or, upon the date of execution of this General Security Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, statement, representation, warranty or audit report, which change was not disclosed to the Bank at or prior to the time of such execution.

7.2 For the purposes of Section 203 of the Land Title Act of British Columbia, the floating charge created by this General Security Agreement over land shall become a fixed charge thereon upon the earliest of:

7.2.1 the occurrence of an event described in any of clauses 7.1.3, 7.1.4, 7.1.5, 7.1.6, 7.1.7, or 7.1.8; or

7.2.2 the Bank taking any action to enforce and realize on the security constituted by this General Security Agreement.

VIII Enforcement

8.1 The Bank may make demand for payment at any time of any or all of the Obligations which are payable upon demand (whether or not there is any default under this General Security Agreement) and, upon any default under this General Security Agreement, the Bank may declare any or all of the Obligations which are not payable on demand to become immediately due and payable.

8.2 Upon default under this General Security Agreement, the security hereby constituted will immediately become enforceable.

8.3 To enforce and realize on the security constituted by this General Security Agreement, the Bank may take any action permitted by law or in equity, as it may deem expedient, and in particular, without limiting the generality of the foregoing, the Bank may do any one or more of the following:

8.3.1 appoint by instrument a receiver, receiver and manager or receiver-manager (the person so appointed is herein called the "Receiver") of the Collateral, with or without bond as the Bank may determine, and from time to time in its sole discretion remove such Receiver and appoint another in its stead,

8.3.2 enter upon any of the Premises and take possession of the Collateral with power to exclude the Debtor, its agents and its servants therefrom, without becoming liable as a mortgagee in possession;

8.3.3 preserve, protect and maintain the Collateral and make such replacements thereof and repairs and additions thereto as the Bank may deem advisable;

8.3.4 sell, lease or otherwise dispose of or concur in selling, leasing or otherwise disposing of all or any part of the Collateral, whether by public or private sale or lease or otherwise, in such manner, at such price as can be reasonably obtained therefor and on such terms as to credit and with such conditions of sale and stipulations as to title or conveyance or evidence of title or otherwise as to the Bank may seem reasonable, provided that the Debtor will not be entitled to be credited with the proceeds of any such sale, lease or other disposition until the monies therefor are actually received; and

8.3.5 exercise all of the rights and remedies of a secured party under the PPSA.

8.4 A Receiver appointed pursuant to this General Security Agreement shall be the agent of the Debtor and not of the Bank and, to the extent permitted by law or to such lesser extent permitted by its appointment, shall have all the powers of the Bank hereunder, and in addition shall have power to carry on the business of the Debtor and for such purpose from time to time to borrow money either secured or unsecured, and if secured by a security on any of the Collateral, any such security may rank in priority to or pari passu with or behind the security constituted by this General Security Agreement, and if it does not so specify such security shall rank in priority to the security constituted by this General Security Agreement.

8.5 Subject to applicable law and the claims, if any, of the creditors of the Debtor ranking in priority to the security constituted by this General Security Agreement, all amounts realized from the disposition of the Collateral pursuant to this General Security Agreement will be applied as the Bank, in its sole discretion, may direct as follows:

Firstly: in or toward payment of all costs, charges and expenses (including legal fees and disbursements on a solicitor and his own client basis) incurred by the Bank in connection with or incidental to:

(a) the exercise by the Bank of all or any of the powers granted to it pursuant to this General Security Agreement; and

(b) the appointment of the Receiver and the exercise by the Receiver of all or any of the powers granted to the Receiver pursuant to this General Security Agreement, including the Receiver's reasonable remuneration and all outgoings properly payable by the Receiver;

Secondly: in or toward payment to the Bank of all principal and other monies (except interest) due in respect of the Obligations;

Thirdly: in or toward payment to the Bank of all interest remaining unpaid in respect of the Obligations; and

Fourthly: any surplus will be paid to the Debtor.

IIX Deficiency

9.1 If the amounts realized from the disposition of the Collateral are not sufficient to pay the Obligations in full to the Bank, the Debtor will immediately pay to the Bank the amount of such deficiency.

X Rights Cumulative

10.1 All rights and remedies of the Bank set out in this General Security Agreement are cumulative and no right or remedy contained herein is intended to be exclusive but each will be in addition to every other right or remedy contained herein or in any existing or future general security agreement or now or hereafter existing at law or in equity or pursuant to any other agreement between the Debtor and the Bank that may be in effect from time to time.

XXI Appointment of Attorney

11.1 The Debtor hereby irrevocably appoints the Bank or the Receiver, as the case may be, with full power of substitution, to be the attorney of the Debtor for and in the name of the Debtor to sign, endorse or execute under seal or otherwise any deeds, documents, transfers, cheques, instruments, demands, assignments, assurances or consents that the Debtor is obliged to sign, endorse or execute and generally to use the name of the Debtor and to do all things as may be necessary or incidental to the exercise of all or any of the powers conferred on the Bank or the Receiver, as the case may be, pursuant to this General Security Agreement.

XII Liability of Bank

12.1 The Bank shall not be responsible or liable for any debts contracted by it, for damages to persons or property or for salaries or non-fulfilment of contracts during any period when the Bank shall manage the Collateral upon entry of the business of the Debtor, as herein provided, nor shall the Bank be liable to account as mortgagee in possession or for anything except actual receipts or be liable for any loss or realization or for any default or omission for which a mortgagee in possession may be liable.

12.2 The Bank shall not be bound to do, observe or perform or to see to the observance or performance by the Debtor of any obligations or covenants imposed upon the Debtor nor shall the Bank, in the case of Securities, Instruments or Chattel Paper, be obliged to reserve rights against other persons, nor shall the Bank be obliged to keep any of the Collateral identifiable.

12.3 The Bank shall not be obliged to inquire into the right of any person purporting to be entitled under the PPSA to information and materials from the Bank by making a demand upon the Bank for such information and materials and the Bank shall be entitled to comply with such demand and shall not be liable for having complied with such demand notwithstanding that such person may in fact not be entitled to make such demand.

12.4 The Debtor will indemnify the Bank and hold the Bank harmless from and against any and all claims, costs, losses, demands, actions, causes of action, lawsuits, damages, penalties, judgments and liabilities of whatsoever nature and kind in connection with or arising out of any representation or warranty given by the Debtor, being untrue, the breach of any term, condition, proviso, agreement or covenant to the Bank, or the exercise of any of the rights and or remedies of the Bank, or any transaction contemplated in this General Security Agreement.

12.5 The Debtor hereby waives any applicable provision of law permitted to be waived by it which imposes higher or greater obligations upon the Bank than provided in this General Security Agreement.

12.6 The Debtor shall indemnify, reimburse and save harmless the Bank, any receiver, its directors, officers, employees, agents, and successors and assigns, from any and all liabilities, actions, damages, claims, losses, costs and expenses whatsoever (including without limitation, the full amount of all legal fees, costs, charges and expenses and the cost of removal, treatment, storage and disposal of any Hazardous Materials and remediation of the Premises) which may be paid, incurred or asserted against the Bank for, with respect to or as a direct or indirect result of the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from the Premises or into or upon any other land, the atmosphere or any watercourse, body of water or wetland of any Hazardous Materials.

12.7 Any amount owing by the Debtor hereunder shall, from the date of disbursement until the date the Bank receives reimbursement, be deemed advanced to the Debtor by the Bank, shall be deemed to be Obligations and shall bear interest at the highest rate per annum from time to time charged by the Bank on any of the other Obligations until paid.

12.8 The Debtor agrees that the indemnity obligations hereunder shall survive the release of the security of this General Security Agreement and the payment and satisfaction of the indebtedness and liabilities hereby secured.

XIII Appropriation of Payments and Offset

13.1 Subject to any applicable provisions of the PPSA, any and all payments made in respect of the Obligations from time to time and monies realized from any security held therefor (including monies collected in accordance with or realized on any enforcement of this General Security Agreement) may be applied to such part or parts of the Obligations as the Bank may see fit, and the Bank may at all times and from time to time change any appropriation as the Bank may see fit or, at the option of the Bank, such payments and monies may be held unappropriated in a collateral account or released to the Debtor, all without prejudice to the liability of the Debtor or to the rights of the Bank hereunder.

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

XIV Liability to Advance, Etc.

14.1 Except to the extent that the Bank:

14.1.1 by accepting bills of exchange drawn on it by the Debtor; or

14.1.2 by issuing letters of credit or letters of guarantee on the application of the Debtor;

is required to advance monies on the maturity of such bills or pursuant to such letters of credit or letters of guarantee, as the case may be, none of the preparation, execution, perfection and registration of this General Security Agreement or the advance of any monies shall bind the Bank to make any advance or loan or further advance or loan, or renew any note or extend any time for payment of any indebtedness or liability of the Debtor to the Bank or extend any term for performance or satisfaction of any obligation of the Debtor to the Bank.

14.2 Nothing herein contained shall in any way oblige the Bank to grant, continue, renew, extend time for payment of or accept anything which constitutes or would constitute Obligations or any of them.

XV Waiver

15.1 No delay or omission by the Bank in exercising any right or remedy hereunder or with respect to any of the Obligations shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy.

15.2 The Bank may from time to time and at any time waive in whole or in part any right, benefit or default under any clause of this General Security Agreement but any such waiver of any right, benefit or default on any occasion shall be deemed not to be a waiver of any such right, benefit or default thereafter, or of any other right, benefit or default, as the case may be.

XVI Extensions

16.1 The Bank may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges, refrain from perfecting or maintaining perfection of security, and otherwise deal with the Debtor, Account Debtors of the Debtor, sureties and others and with the Collateral and other security as the Bank may see fit without prejudice to the liability of the Debtor or the Bank's right to hold and realize on the security constituted by this General Security Agreement.

XVII Assignment

17.1 The Bank may, without further notice to the Debtor, at any time mortgage, charge, assign, transfer or grant a security interest in this General Security Agreement and the security constituted hereby.

17.2 The Debtor expressly agrees that the assignee, transferee or secured party of the Bank, as the case may be, shall have all of the Bank's rights and remedies under this General Security Agreement and the Debtor will not assert any defence, counterclaim, right of set-off or otherwise any claim which it now has or hereafter acquires against the Bank in any action commenced by such assignee, transferee or secured party, as the case may be, and will pay the Obligations to the assignee, transferee or secured party, as the case may be, as the Obligations become due.

XVIII Satisfaction and Discharge

18.1 Any partial payment or satisfaction of the Obligations, or any ceasing by the Debtor to be indebted to the Bank, shall be deemed not to be redemption or discharge of the security constituted by this General Security Agreement.

18.2 The Debtor shall be entitled to a release and discharge of the security constituted by this General Security Agreement upon full payment, performance and satisfaction of all Obligations, or the securing of the Obligations to the satisfaction of the Bank, and upon written request by the Debtor and payment to the Bank of all costs, charges, expenses and legal fees and disbursements (on a solicitor and his own client basis) incurred by the Bank in connection with the Obligations and such release and discharge.

XIX No Merger

19.1 This General Security Agreement shall not operate so as to create any merger or discharge of any of the Obligations, or any assignment, transfer, guarantee, lien, contract, promissory note, bill of exchange or security in any form held or which may hereafter be held by the Bank from the Debtor or from any other person whomsoever.

19.2 The taking of a judgment with respect to any of the Obligations will not operate as a merger of any of the terms, conditions, covenants, agreements or provisos contained in this General Security Agreement.

19.3 The release and discharge of the security constituted by this General Security Agreement by the Bank shall not operate as a release or discharge of any right of the Bank to be indemnified and held harmless by the Debtor pursuant to clause 12.4 hereof or of any other right of the Bank against the Debtor arising under this General Security Agreement prior to such release and discharge.

XX Interpretation

20.1 In this General Security Agreement:

20.1.1 the invalidity or unenforceability of the whole or any part of any clause shall not affect the validity or enforceability of any other clause or the remainder of such clause;

20.1.2 the headings have been inserted for reference only and shall not define, limit, alter or enlarge the meaning of any provision of this General Security Agreement; and

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

XXI Notice

21.1 Whenever either the Bank or the Debtor is required or entitled to notify or direct the other or to make a demand upon or request of the other relating to the Collateral, this General Security Agreement or the PPSA, such notice, direction, demand or request shall be sufficiently given if given in writing and delivered to the party for whom it is intended at the address of such party herein or as changed pursuant hereto or if sent by prepaid registered mail addressed to the party for whom it is intended at the address of such party herein set forth or as changed pursuant hereto.

21.2 Either the Bank or the Debtor may notify the other in accordance herewith of any change in its principal address to be used for the purposes hereof.

XXII Variation

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

XXIII Enurement

23.1 This General Security Agreement shall enure to the benefit of the Bank and its successors and assigns and shall be binding upon the respective heirs, executors, personal representatives, successors and permitted assigns of the Debtor.

XXIV Copy of Agreement and Financing Statement

24.1 The Debtor hereby:

24.1.1 acknowledges receiving a copy of this General Security Agreement; and

24.1.2 waives all rights to receive from the Bank a copy of any financing statement, financing change statement or verification statement filed at any time or from time to time in respect of this General Security Agreement.

XXV Governing Law

25.1 This General Security Agreement shall be governed by and construed in accordance with the laws of the Province.

25.2 For the purpose of legal proceedings this General Security Agreement shall be deemed to have been made in the Province and to be performed there and the courts of the Province shall have jurisdiction over all disputes which may arise under this General Security Agreement and the Debtor hereby irrevocably and unconditionally submits to the non-exclusive jurisdiction of such courts, provided always that nothing herein contained shall prevent the Bank from proceeding at its election against the Debtor in the courts of any other Province, country or jurisdiction.

In Witness Whereof the Debtor has executed this General Security Agreement as of the day and year first above written.

FOR BRITISH COLUMBIA

Officer Signature(s)	Execution Date Y	M	D	Debtor(s) Signature(s)
(For Corporation)				(Corporation Name) by its authorized signatories
Officer Signature				*Signature*
Name				*Name*
Address				*Title*
				Signature
				Name
(For Individual)				*Title*
Officer Signature				
Name				*Debtor Signature*
Address				*Name*

Officer Certification: Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996, c. 124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

FOR ALBERTA, NEW BRUNSWICK, NOVA SCOTIA, NEWFOUNDLAND AND LABRADOR

(For Corporation)

GENCO HOLDINGS LTD.

Name of Corporation

Per:

Signature

PALI BEDI - Director

Name

Title

Per:

Signature

Name

Title

C/S

FOR INDIVIDUAL

Per:

Signature of Witness

Name

Address

Occupation

DEBTOR'S SIGNATURE

Signature of Debtor

Name

AFFIDAVIT VERIFYING
CORPORATE SIGNING AUTHORITY

CANADA	)	**I, PALI BEDI**, of the City of Calgary, in
PROVINCE OF ALBERTA	)	the Province of Alberta, MAKE OATH
TO WIT:	)	AND SAY:

1. I am an officer or a director of each of the following listed corporations (the "Corporations") named in the within (or annexed) instrument(s):

    GENCO HOLDINGS LTD.

2. I am authorized by each of the Corporations to execute the Instrument without affixing a corporate seal.

SWORN before me at the City of Calgary, in the Province of Alberta, this 23rd day of May, 2012.	)))))	
A Commissioner for Oaths in and for the Province of Alberta	)))	**PALI BEDI**

DAVID PRASOW, Q.C.
BARRISTER, SOLICITOR,
[illegible]

C:\WP\CLIENTS\26015\DOCS\Affiv. Corp Sign Auth-GENCO-PBedi.doc

Encumbrance Schedule

Prior Encumbrances:

Any registration prior to the date hereof.

Location Schedule

Address(es) for Location of the Collateral

#302, 608 - 7th Street SW,
Calgary, AB T2P 1Z2

Additional Covenants Schedule

Additional Covenants of the Debtor further to Clause 4.1.15

NIL

EXHIBIT "E"

This is Exhibit "E" referred to
in the Affidavit of Cameron Bailey
Sworn before me this 15th day of March, 2019

Notary Public
In and for the Province of Alberta
Evan James Dickinson
Barrister, Solicitor and Notary Public

ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE

IMAGE OF DOCUMENT REGISTERED AS:

141138178

ORDER NUMBER: 36524175

ALBERTA LAND TITLES ACT

PROVINCE OF ALBERTA

LAND MORTGAGE

WHEREAS GENCO HOLDINGS LTD. (the "Mortgagor") is indebted to HSBC BANK CANADA (the "Mortgagee") in the amount of SIXTEEN MILLION TWO HUNDRED NINETY THREE THOUSAND FIVE HUNDRED ($16,293,500.00) DOLLARS (sometimes referred to as the "Loan") being the amount described in a facility letter dated May 9, 2012 (as it may be hereafter amended, modified, supplemented or replaced from time to time herein referred to as the "Commitment Letter"), made as between the Mortgagor and the Mortgagee, it being agreed that the Mortgagor would execute and deliver this Mortgage to secure the due payment of the Loan or any amendments thereto or renewals thereof.

NOW THEREFORE, in consideration of the Mortgagee granting the Mortgagor the Loan, the premises herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Mortgagor, a corporation incorporated in Calgary, having an office at 302, 608 – 7th Street S.W., Calgary, Alberta T2P 1Z2, being the registered owner of an estate in fee simple, in possession, subject to such encumbrances, liens and interests as are notified by memorandum written or endorsed on the Certificates of Title, in all those lands situate in the Province of Alberta and described as follows:

See attached Schedule "A"

(herein referred to as the "Lands") hereby covenants with the Mortgagee, having an office at 407 – 8th Avenue SW, Calgary, Alberta T2P 1E5, as follows:

1. The Mortgagor will pay ON DEMAND the principal amount of THREE MILLION THREE HUNDRED THOUSAND ($3,300,000.00) DOLLARS (sometimes referred to as the "Principal Sum"), or so much thereof as has been advanced and is outstanding at the time of demand, plus interest thereon at the rate as set out in the Commitment Letter (the said Principal Sum, interest and other amounts charged to the Mortgagor hereunder being hereinafter referred to as the "Liabilities") and hereby encumbers, mortgages and charges the Lands and each and every building and improvement on the Lands which now or hereafter may be erected thereon (hereinafter referred to as the "Premises") with payment of the Liabilities (the Lands and the Premises being hereinafter collectively referred to as the "Mortgaged Property").

2. These presents are given and taken as general and continuing collateral security and may secure a current or running account or a revolving line of credit and the Mortgagor agrees that the Liabilities shall include all amounts owing to the Mortgagee, from time to time, in respect of all indebtedness, liabilities and obligations of the Mortgagor to the Mortgagee, whether present or future, direct or indirect, absolute or contingent, matured or not, and whether arising within or outside Canada and whether incurred by or arising from any agreement or dealing between the Mortgagee and the Mortgagor or by or from any agreement or dealing with any third party by which the Mortgagee may be or become, in any manner whatsoever, a creditor of the Mortgagor, or however otherwise incurred or arising, and whether the Mortgagor be bound alone or with another or others and whether as principal, guarantor or surety.

3. The granting of this Mortgage to secure the repayment of the Principal Sum is collateral and in addition to, and not in substitution for, the terms of the Commitment Letter or of any other of the security

documents arising therefrom. If any of the terms of this Mortgage conflict with those of the Commitment Letter, the terms of the Commitment Letter will prevail.

4. Neither the granting of this Mortgage nor any proceeding taken hereunder or with respect hereto or under any securities or evidences of securities taken by the Mortgagee nor any judgement obtained in such proceedings shall operate as a merger of the Liabilities or of any simple contracted debt or in any way suspend payment of, affect or prejudice the rights, remedies or powers, legal or equitable, which the Mortgagee may hold in connection with the Liabilities and any securities which may be taken by the Mortgagee in addition to, by way of renewal of, or in substitution for any present or future bill, promissory note, obligation or security evidencing the Liabilities or a part thereof, or be deemed a payment or satisfaction of the Liabilities, or any part thereof, or merger therein, and any right reserved to the Mortgagee under any document may be exercised by the Mortgagee concurrently or consecutively with or to any other rights reserved to it.

5. The Mortgagor further covenants with the Mortgagee that the Mortgagor:

(a) has a good title to the Mortgaged Property;

(b) has the right to mortgage the Mortgaged Property and that, on default, the Mortgagee shall have quiet possession of the Mortgaged Property free from all encumbrances except as has been approved by the Mortgagee;

(c) will execute such further assurances of the Mortgaged Property as may be requisite; and

(d) has done no act to encumber the Mortgaged Property except as has been approved by the Mortgagee.

6. The Mortgagor further covenants with the Mortgagee that:

(a) The Mortgagor will forthwith insure and during the continuance of this Mortgage keep insured in favour of the Mortgagee against loss or damage by the perils of fire and such other perils as the Mortgagee may require, the Premises, both during erection and thereafter, for a total amount not less than the lesser of the replacement cost of the Premises and the amount of the Mortgagee's interest therein, with an insurance company and under policies satisfactory to the Mortgagee and each policy of insurance shall provide that every loss shall be payable to the Mortgagee as its interest may appear in accordance herewith, subject to a standard form of mortgage clause approved by the Mortgagee and the Mortgagor will forthwith assign, transfer and deliver to the Mortgagee the policies of insurance and all renewal receipts thereto appertaining and no insurance will be carried on the Premises other than such as is made payable to the Mortgagee in accordance with the provisions of this paragraph and the Mortgagor will not do or omit or cause anything to be done, omitted or caused whereby the policies of insurance may become void and the Mortgagor will pay all premiums necessary for such purposes promptly as the same shall become due and will deliver evidence of renewal to the Mortgagee at least three (3) days prior to the expiration of any policy of insurance and forthwith, on the happening of any loss or damage, the Mortgagor will furnish at its own expense all necessary proofs and do all necessary acts to enable the Mortgagee to obtain payment of the insurance moneys and the production of this Mortgage shall be sufficient authority for the insurance company to pay every such loss to the Mortgagee and the insurance company is hereby directed thereupon to pay the same to the Mortgagee and any insurance moneys received may, at the option of the Mortgagee, be applied in rebuilding, reinstating or repairing the Premises or be paid to the Mortgagor or be applied or paid partly in one way and partly in another, or it may be applied, in the sole discretion of the Mortgagee, in whole or in part on the Liabilities or any part thereof whether due or not then due and the Mortgagor doth release to the Mortgagee all its claims upon the Mortgaged Property subject to the said provision;

(b) The Mortgagor will pay when and as the same fall due all taxes, rates, levies, assessments, liens, charges, encumbrances or claims which are or may be or become charges or claims against the Mortgaged Property or on this Mortgage or on the Mortgage in respect of this Mortgage;

(c) For the better securing to the Mortgagee the payment of the Liabilities, the Mortgagor hereby gives, grants, assigns, transfers and sets over unto the Mortgagee all agreements which affect the Mortgaged Property whether written, verbal or otherwise howsoever including all renewals or extensions thereof, together with all rents and other moneys payable thereunder and all rights, benefits and advantages to be derived therefrom; provided that nothing done in pursuance hereof shall have or be deemed to have the effect of making the Mortgagee responsible for the collection of rent or of any part thereof or any income or revenue whatsoever of and from the Mortgaged Property or for the performance or observance of any provision of such agreements;

(d) The Mortgagor will not remove any fixtures of any kind from the Mortgaged Property, and will keep the Premises and all fixtures, gates, fences and drains for the time being subject to this Mortgage in good and substantial repair and will at all times make such repairs, and if incomplete, will complete as may be required by the Mortgagee in writing and will not without the consent, in writing, of the Mortgagee commit or permit any kind of waste on the Mortgaged Property;

(e) The Mortgagor will not, without the consent of the Mortgagee in writing, erect or permit to be erected on the Mortgaged Property any improvement or enter into any contract that may cause the Mortgaged Property to be encumbered by a lien for work done, labour provided, services performed or material supplied and will keep the Mortgaged Property free from same;

(f) Without restricting the generality of the term "fixtures", the electric range, grates, gas and electric fixtures and electrical or other refrigeration systems and all piping, connections, appliances and appurtenances relating thereto which now are or may hereafter be placed upon the Mortgaged Property by the Mortgagor and all farm machinery, improvements and irrigation systems, fixed or otherwise, and even though not attached to the land otherwise than by their own weight, shall be deemed to be fixtures and a part of the Mortgaged Property and charged by and subject to this Mortgage;

(g) The Mortgagee or agent of the Mortgagee may, at any time, enter upon the Mortgaged Property to inspect the Mortgaged Property and the reasonable costs of such inspection shall be added to the debt secured by this Mortgage; and

(h) The Mortgagor will at all times promptly observe, perform, execute and comply with all applicable laws, rules, requirements, orders, directions, by-laws, ordinances, work orders and regulations of every governmental authority and agency whether federal, provincial, municipal or otherwise, including, without limiting the generality of the foregoing, those dealing with zoning, use, occupancy, subdivision, parking, historical designations, fire, access, loading facilities, landscaped area, pollution of the environment, toxic materials or other environmental hazards, building construction, public health and safety, and all private covenants and restrictions affecting the Mortgaged Property or any portion thereof and the Mortgagor will from time to time, upon request of the Mortgagee, provide to the Mortgagee evidence of such observance and compliance and will at its own expense make any and all improvements thereon or alterations to the Mortgaged Property structural or otherwise and will take all such other action as may be required at any time by any such present or future law, rule, requirement, order, direction, by-law, ordinance, work order or regulation.

7. In the event of non-payment when due of the Liabilities or upon breach of or default under any provision of any agreement evidencing or relating to the Liabilities or upon breach of or default in any provision hereof or upon breach of or default in any provision of the Commitment Letter or any other security documents by the Mortgagor or upon the occurrence of an event of default as described in the Commitment Letter or any other security documents:

(a) The Liabilities shall immediately become due and payable at the option of the Mortgagee unless such non-payment, breach or default is waived or postponed by the Mortgagee;

(b) The Mortgagee may, on giving the minimum notice, if any, according to applicable law, enter on and lease or sell the Mortgaged Property and the Mortgagee may collect the rents and profits and lease or sell as aforesaid without entering into possession of the Mortgaged Property and the Mortgagee is hereby irrevocably appointed the attorney of the Mortgagor for the purpose of making such lease or sale and for recovering all rents and sums of money that may become or are due or owing to the Mortgagor in respect of the Mortgaged Property and for enforcing all agreements binding on any lessee or occupier of the Mortgaged Property or on any other person in respect of it and for taking and maintaining possession of the Mortgaged Property and for protecting it from waste, damage or trespass and for executing all instruments, deeds and documents pertaining thereto and for doing all acts, matters and things that may be necessary for carrying out the powers hereby given and any such sale may be either for cash or on credit or part cash and part credit and by private sale or public auction and at such sale the whole or any part of the Mortgaged Property may be sold and the Mortgagee may vary or rescind any contract of sale made by virtue of these presents and may buy in and resell the Mortgaged Property, or any part thereof, without being responsible for any loss or deficiency on resale or expense occasioned thereby and may sell on such terms as to credit or otherwise as to it shall seem appropriate and for such prices as can reasonably be obtained therefor and may make any stipulation as to title or evidence or commencement of title or otherwise as it may deem proper and no purchaser or lessee under such power shall be bound to inquire into the legality or regularity of any sale or lease under the said power or to see to the application of the proceeds thereof nor shall any omission, irregularity or want of notice invalidate or in any way affect the legality of any such sale or lease and out of the money arising from such sale or lease the Mortgagee shall be entitled to retain an amount equal to the Liabilities together with all expenses incurred in or about taking, recovering or keeping possession of the Mortgaged Property, selling or leasing the same or otherwise by reason of any default of the Mortgagor hereunder, including solicitors' fees and disbursements as between solicitor and client and any balance of moneys remaining after the satisfaction of all claims of the Mortgagee, as hereinbefore provided, shall be paid to the Mortgagor but the Mortgagee shall in no event be liable to pay to the Mortgagor any moneys except those actually received by the Mortgagee;

(c) The Mortgagee may distrain for arrears of the Liabilities and as part of the consideration for any advance or creation of the Liabilities the Mortgagor agrees to waive, and hereby waives, on the exercise of any such right of distress all rights to exemptions from seizure and distress under any statute of the Province of Alberta;

(d) The Mortgagee may appoint a receiver of the Mortgaged Property and of the income of the Mortgaged Property, or any part thereof, and every such receiver shall be the agent of the Mortgagor and the Mortgagor shall be solely responsible for the receiver's acts or defaults and such receiver shall have power to demand, recover and receive all the income of the Mortgaged Property, by action, distress or otherwise, either in the name of the Mortgagor or of the Mortgagee and to give effectual receipts for the same and the receiver may lease the Mortgaged Property and execute contracts in the name of the Mortgagor provided that such receiver may be removed and a new receiver appointed from time to time by the Mortgagee, by writing under the hand of any authorized agent or solicitor and it is further agreed that such receiver shall be entitled to retain out of the moneys received by it a commission of five (5%) of the gross receipts, or such higher rate as any judge of any Court having jurisdiction may allow upon application by it for that purpose and also its disbursements in the collection of such income and thereafter shall apply all moneys received by it as such receiver as follows: namely, in discharge of all taxes, rates and accounts payable whatsoever affecting the Mortgaged Property and all annual sums or other payments and interest thereon, if any, having priority to this Mortgage, in payment of the premiums on insurance payable under this Mortgage, in payment of the cost of all necessary or proper repairs to the Mortgaged Property and the balance, if any, thereafter upon the Liabilities; and

(e) The Mortgagee, as its option, may by and on behalf of the Mortgagor and at the sole cost and expense of the Mortgagor and to such extent as the Mortgagee deems advisable, observe and perform or cause to be observed and performed any provision with respect to which default has occurred and for such purpose make such payments as are contemplated herein and all moneys expended by the Mortgagee for any such purpose shall be payable on demand by the Mortgagor to the Mortgagee and, if not demanded or if not paid forthwith on demand, shall bear interest at the interest rate as described in the Commitment Letter and shall be compounded monthly, until paid, and shall be a charge upon the Mortgaged Property; provided however, that nothing herein contained shall be deemed to hold the Mortgagee responsible for and the Mortgagee shall not be responsible for any loss arising out of its or its agents' or employees' observance or performance of any such provision.

8. The Mortgagee may, in its discretion and with or without the consent of the Mortgagor or any co-covenantor, guarantor or surety, in respect of the Liabilities or any part thereof, give an extension of time, take the covenant of any purchaser of the equity of redemption of the Mortgaged Property or any part thereof or any security whatsoever from them or from any other person for the assumption and payment of the whole or any part of the Liabilities or for the due performance of any of the provisions hereof and any such action on the part of the Mortgagee shall not release the Mortgagor or any co-covenantor, guarantor or surety from payment of the Liabilities or any part thereof or the performance of the said provisions or any of them and the Mortgagee may also, in its discretion, compound with or release the Mortgagor or any one claiming under it or any other person liable for payment of the Liabilities or surrender, release or abandon or omit to perfect or enforce any securities, remedies or proceedings which the Mortgagee may now or hereafter hold, take or acquire, and may pay all moneys received from the Mortgagor or others or from securities upon such part of the Liabilities as the Mortgagee may think best without prejudice to or in any way limiting or lessening the liability of the Mortgaged Property or of any

surety or obligor or any other person liable for payment of the Liabilities and the Mortgagee shall incur no liability to any person by reason of anything aforesaid, any provision or liability aforesaid shall continue in full force as long as any of the Liabilities remain unpaid but the Mortgagee shall not be bound to exhaust its recourses or remedies against the Mortgaged Property or the Mortgagor or other parties or the securities it may hold before being entitled to payment from any co-covenantor guarantor or surety of the Liabilities.

9. The Mortgagee may, in its discretion and with or without the consent of the Mortgagor or any co-covenantor, guarantor or surety, release any part of the Mortgaged Property or any other security for the Liabilities either with or without any consideration therefor and without being accountable for the value thereof or for any moneys except those actually received by it and without hereby releasing any other part of the Mortgaged Property, or any provision hereof, including any covenants or agreements on the part of any co-covenantor, guarantor or surety for the payment of the Liabilities and the performance of the provisions hereof.

10. The Mortgagor represents and warrants that it has paid all taxes, interest and penalties payable by it under the provisions of federal, provincial and municipal statutes or by-laws relating thereto and which may create a charge or lien upon the Mortgaged Property.

11. The Mortgagee may, at its option, and at any time during any proceedings relating to expropriation of part or all of the Mortgaged Property, declare the Liabilities to become due and payable and any moneys paid to the Mortgagee upon an expropriation either in whole or in part of the Mortgaged Property shall be applied upon the Liabilities but no payments received upon expropriation shall serve to satisfy the Liabilities nor obligate the Mortgagee to grant a discharge of this Mortgage, except in accordance with paragraph 13 hereof.

12. With respect to any and all existing encumbrances, the Mortgagor shall not allow any default in any provisions thereof, such default to constitute default herein, and the Mortgagee may advance moneys under the security hereof in payment of any prior or subsequent claim, charge or encumbrance against the Mortgaged Property and, in which event, the Mortgagee may, at its option, be subrogated to and entitled to all rights of and stand in the position of the person entitled to such claim, charge or encumbrance and the decision of the Mortgagee as to the validity or amount of any advance or disbursement made under this Mortgage and of any claim so paid off shall be final and binding upon the Mortgagor.

13. The Mortgagor shall not be entitled to a discharge of this Mortgage unless and until the Liabilities have been paid in full, the Mortgagee has no further obligations in respect of any Liabilities and the Mortgagor has kept and performed all of the provisions hereof, whether the Mortgagee has taken legal proceedings thereon and recovered Judgment or likewise, and the Mortgagee shall have a reasonable time after payment of the Liabilities within which to prepare or have prepared an executed discharge of this Mortgage and the interest aforesaid shall continue to run and accrue until all Liabilities have been paid and actual payment in full has been received by the Mortgagee and all legal and other expenses for the preparation and execution of such discharge shall be borne by the Mortgagor.

14. Any discretion, option, decision or opinion hereunder on the part of the Mortgagee to be exercised or performed shall be sufficiently exercised or performed if done or subsequently ratified by the manager or acting manager for the time being of an office of the Mortgagee or agent appointed by the Mortgagee for that purpose.

15. Without prejudice to any rights of the Mortgagee against the Mortgagor or any other person liable for the payment of the Liabilities, this Mortgage may be renewed by an agreement in writing at or before maturity for any term with or without an increased rate of interest notwithstanding that there may be

subsequent encumbrances. It shall not be necessary to register any such agreement in order to retain priority of this Mortgage so altered over any instrument registered subsequently to this Mortgage provided, however, that the Mortgagee may at any time, at its option, register a caveat under and by virtue of such renewal agreement.

16. The Mortgagee shall not be deemed a mortgage in possession by reason of the granting of this Mortgage or the exercise by the Mortgagee of any of the rights or remedies herein granted or reserved and shall not be accountable for any moneys except those actually received.

17. All fees, charges, costs (including solicitors' costs as between solicitor and client on a full indemnity basis) or expenses levied or charged by any solicitors or inspectors retained by or on behalf of the Mortgagee for the preparation, taking, registration, maintenance, protection or enforcement of this Mortgage and any other securities which may be taken by the Mortgagee in connection with the Liabilities or any part thereof, together with the costs of any abortive sales and of taking, recovering and keeping possession of the Mortgaged Property, the costs of inspecting or managing the same and generally any costs in any other proceeding, matter or thing taken or done in connection with or to protect or realize upon this Mortgage or any other security taken in connection with the Liabilities or to perfect the title of the Mortgaged Property or relating to expropriation of part or all of the Mortgaged Property, shall be payable by the Mortgagor to the Mortgagee on demand, and if not demanded or if not paid forthwith on demand, shall bear interest at the rate set out in the Commitment Letter, until paid, and shall be a charge upon the Mortgaged Property.

18. In the event that the Mortgagor shall, without the prior written consent of the Mortgagee, sell, convey, transfer or otherwise dispose of the Mortgaged Property, or enter into any agreement to sell, convey, transfer or otherwise dispose of or lose title thereto, the Liabilities shall forthwith become due and payable.

19. The Mortgagor agrees with the Mortgagee that, if the Mortgagor defaults in the payment of any amount due under any charge or encumbrance having priority over this Mortgage or defaults in the observance or performance of any provision hereof, the Liabilities shall, at the option of the Mortgagee, forthwith become due and payable and the Mortgagee may exercise all the rights and powers of the Mortgagee as if the Mortgagor had defaulted under this Mortgage.

20. Neither the execution nor registration of this Mortgage nor the advancing or creation of any part of the Liabilities shall bind the Mortgagee to advance or create any further Liabilities and, notwithstanding anything herein contained, all payments to be made on or by virtue of this Mortgage shall be made in lawful money of Canada to the Mortgagee at its office specified on Page 1 hereof or at such other place as the Mortgagee may, from time to time, in writing designate.

21. In the event that it may be necessary at any time for the Mortgagee to prove the interest rate applicable as at any time or times, it is agreed that the certificate in writing of the Manager for the time being the branch of the Mortgagee responsible for the collection of the Liabilities setting forth the said interest rate as at any time or times shall be and shall be deemed to be conclusive evidence as to the same.

22. In the event interest chargeable or payable on principal or interest or on arrears of principal or interest as provided for in this Mortgage is in excess of that permitted by the *Interest Act* (Canada) or any other applicable law then, in such event, interest payable and chargeable on such principal or interest or on arrears of principal or interest under the Mortgage shall be chargeable and payable at the highest lawful rate permitted by the *Interest Act* (Canada) or such other applicable law and no other interest on principal or interest or on arrears of principal or interest shall be chargeable or payable hereunder.

23. The words used herein which import the singular number and neuter shall be read and construed as plural and feminine or masculine, as the case may be, and shall apply to the party's heirs, executors, administrators, successors or assigns, as applicable, and in case of more than one Mortgagor, the terms and conditions hereof shall be construed and held to be several as well as joint.

24. And for better securing to the Mortgagee the repayment in the manner aforesaid of the Liabilities, the Mortgagor hereby mortgages to the Mortgagee all of the Mortgagor's estate and interest in the Mortgaged Property.

25. IT IS UNDERSTOOD AND INTENDED that this Mortgage is made with reference to and under the *Land Titles Act* of the Province of Alberta.

IN WITNESS WHEREOF THIS MORTGAGE IS SIGNED, SEALED AND DELIVERED THIS 21 DAY OF May, 2014 in the presence of:

GENCO HOLDINGS LTD.

Per: ______________________
Name: PAUL GEDDI
Title: President

Per: ______________________
Name:
Title:

SCHEDULE "A"

THE NORTH EAST QUARTER OF SECTION 9
TOWNSHIP 26
RANGE 1
WEST OF THE FIFTH MERIDIAN
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS
EXCEPTING THE SOUTHERLY 1,320 FEET OF THE EASTERLY
1,320 FEET CONTAINING 16.2 HECTARES (40 ACRES)
MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS

-and-

MERIDIAN 5 RANGE 1 TOWNSHIP 26
SECTION 9
THE SOUTHERLY 1320 FEET OF THE EASTERLY 1320 FEET
OF THE NORTH EAST QUARTER
CONTAINING 40 ACRES MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS

DATED: May 21, 2014

GENCO HOLDINGS LTD.

141138178 REGISTERED 2014 06 05
MORT - MORTGAGE
DOC 1 OF 3 DRR#: B0E608A ADR/CBERGIN
LINC/S: 0021129564 +

TO

HSBC BANK CANADA

LAND MORTGAGE

GOWLING LAFLEUR HENDERSON LLP
Barristers and Solicitors
1600, 421 – 7th Avenue SW
Calgary, Alberta
T2P 4K9

Attention: Scott A. McLeman
Telephone: (403) 298-1998
Fax: (403) 695-3479
Solicitor's File No.: A127273

EXHIBIT "F"

This is Exhibit "F" referred to
in the Affidavit of Cameron Bailey
Sworn before me this 15th day of March, 2019

Notary Public
In and for the Province of Alberta
Evan James Dickinson
Barrister, Solicitor and Notary Public

LAND TITLE CERTIFICATE

S

LINC	SHORT LEGAL	TITLE NUMBER
0016 921 520	5;1;26;9;NE	121 166 626

LEGAL DESCRIPTION

THE NORTH EAST QUARTER OF SECTION 9
TOWNSHIP 26
RANGE 1
WEST OF THE FIFTH MERIDIAN
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS
EXCEPTING THE SOUTHERLY 1,320 FEET OF THE EASTERLY
1,320 FEET CONTAINING 16.2 HECTARES (40 ACRES)
MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

MUNICIPALITY: CITY OF CALGARY

REFERENCE NUMBER: 111 044 391

REGISTERED OWNER(S)

REGISTRATION	DATE(DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
121 166 626	04/07/2012	TRANSFER OF LAND	$6,000,000	$10

OWNERS

GENCO HOLDINGS LTD.
OF 302, 608 - 7 ST SW
CALGARY
ALBERTA T2P 1Z2
(DATA UPDATED BY: CHANGE OF ADDRESS 121227584)

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
7135HD .	12/12/1956	UTILITY RIGHT OF WAY GRANTEE - BONAVISTA ENERGY CORPORATION. AS TO PORTION OR PLAN:1174HP "DATA UPDATED BY: TRANSFERS OF UTILITY RIGHT OF WAY

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
		5515HG AND 871161577, CHANGE OF ADDRESS FOR SERVICE 861131964" (DATA UPDATED BY: TRANSFER OF UTILITY RIGHT OF WAY 921236210) (DATA UPDATED BY: TRANSFER OF UTILITY RIGHT OF WAY 011197084) (DATA UPDATED BY: TRANSFER OF UTILITY RIGHT OF WAY 101344220) (DATA UPDATED BY: TRANSFER OF UTILITY RIGHT OF WAY 171262789)
751 048 519	23/05/1975	UTILITY RIGHT OF WAY GRANTEE - ATCO GAS AND PIPELINES LTD. (DATA UPDATED BY: TRANSFER OF UTILITY RIGHT OF WAY 091182836)
921 144 092	15/06/1992	UTILITY RIGHT OF WAY GRANTEE - ROCKY VIEW WATER CO-OP LTD. PORTION AS DESCRIBED (DATA UPDATED BY: TRANSFER OF UTILITY RIGHT OF WAY 921248402) (DATA UPDATED BY: TRANSFER OF UTILITY RIGHT OF WAY 081359627)
061 040 612	26/01/2006	CAVEAT RE : LEASE CAVEATOR - JOHN E LAMB CAVEATOR - KIMBERLY I LAMB BOTH OF: C/O BEAUMONT CHURCH LLP 300, 2912 MEMORIAL DRIVE SE CALGARY ALBERTA T2A6R1 AGENT - STANLEY CHURCH
121 240 695	14/09/2012	CAVEAT RE : SURFACE RIGHTS BOARD ORDER CAVEATOR - BONAVISTA ENERGY CORPORATION. P.O. BOX 22192 BANKERS HILL POSTAL OUTLET CALGARY ALBERTA T2P4H5 AGENT - ALYSSA THOMPSON
141 138 178	05/06/2014	MORTGAGE MORTGAGEE - HSBC BANK CANADA. 407 8TH AVE S.W. CALGARY ALBERTA T2P1E5

(CONTINUED)

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
		ORIGINAL PRINCIPAL AMOUNT: $3,300,000 (DATA UPDATED BY: 141140043)
141 138 179	05/06/2014	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - HSBC BANK CANADA. 407 8TH AVE S.W. CALGARY ALBERTA T2P1E5 AGENT - SCOTT MCLEMAN
181 114 889	05/06/2018	MORTGAGE MORTGAGEE - HMT HOLDINGS INC. 36 TORONTO STREET, SUITE 500 TORONTO ONTARIO M5C2C5 ORIGINAL PRINCIPAL AMOUNT: $3,500,000
181 114 890	05/06/2018	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - HMT HOLDINGS INC. C/O HARBOUR MORTGAGE CORP 36 TORONTO STREET, SUITE 500 TORONTO ONTARIO M5C2C5 AGENT - MARK CHRISTENSEN
181 142 564	04/07/2018	MORTGAGE MORTGAGEE - 1523674 ALBERTA LTD. 1400, 707-7 AVENUE SW CALGARY ALBERTA T2P3H6 ORIGINAL PRINCIPAL AMOUNT: $2,000,000
181 142 565	04/07/2018	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - 1523674 ALBERTA LTD. 1400, 707-7 AVENUE SW CALGARY ALBERTA T2P3H6 AGENT - DAVID E PRASOW.

TOTAL INSTRUMENTS: 011

(CONTINUED)

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 11 DAY OF JANUARY, 2019 AT 08:03 A.M.

ORDER NUMBER: 36524129

CUSTOMER FILE NUMBER: 32613-2049

REGISTRAR OF LAND TITLES

END OF CERTIFICATE

EXHIBIT “G”

This is Exhibit "G" referred to
in the Affidavit of Cameron Bailey
Sworn before me this 15th day of March, 2019

Notary Public
In and for the Province of Alberta
Evan James Dickinson
Barrister, Solicitor and Notary Public

ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE

IMAGE OF DOCUMENT REGISTERED AS:

141138179

ORDER NUMBER: 36524175

ASSIGNMENT OF RENTS AND LEASES AGREEMENT

THIS INDENTURE made this 21 day of May, 2014.

BETWEEN:

GENCO HOLDINGS LTD.

(hereinafter called the "Assignor")

OF THE FIRST PART

\- and -

HSBC BANK CANADA

(hereinafter called the "Assignee")

OF THE SECOND PART

WHEREAS by a Mortgage (which mortgage together with any renewals or extensions thereof, or any mortgage taken in substitution therefor, either wholly or in part, is hereafter called the "Mortgage") the Assignor mortgaged to the Assignee the Lands and premises situate in the Province of Alberta described in Schedule "A" hereto (hereinafter called the "Lands") to secure the repayment of the sum of **THREE MILLION THREE HUNDRED THOUSAND ($3,300,000.00) DOLLARS** with interest as provided in the Mortgage; and

WHEREAS all or portions of the Lands and/or structures constructed or to be constructed on the Lands have been or will be leased to tenants (which existing and future leases, together with existing and future tenancies, agreements or licenses as to use or occupancy, and existing and future guarantees of all or any of the obligations of any existing or future lessee, tenant, licensee or occupier, and any and all renewals or extensions thereof are hereinafter collectively referred to as the "Leases"); and

WHEREAS the Assignor has agreed to assign to the Assignee all rents payable and to become payable by the aforesaid tenants and all the rents and other monies reserved and payable and to become payable under the said Leases and all benefit and advantage to be derived therefrom to the Assignee as additional and collateral security for the payment of the monies due and to become due under the Mortgage.

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the granting of this Agreement and in consideration of the Assignee making any advance under the Mortgage, the Assignor does hereby absolutely assign to the Assignee all rents payable and to become payable by the aforesaid tenants and all rents, security deposits and other monies reserved and payable and to become payable under the said Leases and grants the Assignee the right, at its option, to demand and receive the same and to distr ain for the same, at any time and from time to time and apply amounts so received at its discretion on any amounts due and payable to the Assignee under the Mortgage;

Provided however that such rentals or other considerations shall be paid to the Assignor unless and until demand therefor in writing is made by the Assignee upon the aforesaid tenants, or upon such other holder of the aforesaid tenants' estate and interest in the Lands, after which the same shall be paid to the Assignee at a place to be designated in such demand. Demand may be made by service of a copy of this assignment personally or by registered mail upon the aforesaid tenants, or upon such other holder of the aforesaid tenants' estate and interest in the Lands and the parties so served are hereby authorized and directed to give full effect to this assignment and to pay all rentals accruing due subsequent to demand to the Assignee, whose receipt thereof shall constitute full discharge of such tenants' responsibility for such payment.

It is further agreed that:

1. This Agreement shall be effective only until such time as all monies due and owing under the Mortgage have been fully paid and satisfied and the Assignor is not entitled to any further advances under the Mortgage.

2. The said rents and other benefits hereby assigned to the Assignee are being taken as additional and collateral security only for the due payment of all sums due under the Mortgage and none of the rights or remedies of the Assignee under the Mortgage shall be merged in or in any way waived, affected, delayed or prejudiced hereby.

3. Nothing herein shall be deemed to have the effect of making the Assignee responsible for the collection of the said rents or any part thereof, or for the performance of any covenant, term or condition, either by lessor or lessee, contained in any of the Leases, and the Assignee shall not by virtue of this Agreement or by any steps, actions, distress or other proceedings taken to enforce its rights hereunder be deemed to be a mortgagee in possession of the Lands.

4. Neither this Agreement nor anything herein contained shall bind the Assignee to recognize any lease or agreement to lease the Lands or any part thereof nor in any way render the interest of the Assignee under the Mortgage subject to any such lease or agreement and all remedies now available to the Assignee under the Mortgage are hereby reserved to the Assignee and may be exercised notwithstanding any such lease, agreement to lease or this Agreement.

5. The Assignee shall be liable to account only for such monies as may actually come into its hands by virtue of this Agreement, less proper collection charges, and such monies when so received by it shall be applied on account of the monies due under the Mortgage to which this Agreement is taken as additional and collateral security.

6. The Assignor will not demand or accept any rent reserved or payable under the said Leases in excess of one monthly instalment in advance unless the prior written consent of the Assignee (to be given at the sole and absolute discretion of the Assignee) is first obtained.

7. The Assignor does hereby release and discharge any tenant of it from any liability whatsoever to it by reason of the payment of any amounts paid hereunder to the Assignee.

8. The Assignor covenants, warrants and agrees to and with the Assignee that prior to the date hereof it has not made any assignment of rents or other monies payable under the Leases which will not be discharged from the proceeds of the Mortgage and that it will not hereafter assign or otherwise dispose of the aforesaid rents or other monies, or any part thereof, without the written consent of the Assignee first had and obtained.

9. The Assignor covenants, warrants and agrees that it has not entered into and will not enter into any agreement with any tenant of the Lands or any part or parts thereof whereby the right of set-off shall or may arise between the Assignor and any tenant.

10. The Assignor shall from time to time and at all times hereafter, at the request of the Assignee, execute and deliver at the expense of the Assignor, such further assurances for the better and more perfectly assigning to the Assignee the Leases, rents and other monies and all renewals and extensions thereof as the Assignee shall reasonably require.

11. If the Assignor defaults or breaches in the observance or performance of any of the covenants and agreements herein, or in the Leases, on its part to be observed and performed, then in such case the whole of the principal sum remaining due under the Mortgage (and all interest and other monies payable thereunder) shall, at the option of the Assignee, forthwith become due and payable in like manner and with like consequences and effects to all intents and purposes whatsoever as if the time therein mentioned for payment of such principal money had fully come and expired.

12. No waiver by the Assignee of any breach of any of the covenants and conditions in the Mortgage or these presents whether negative or positive in form shall take effect or be binding upon the Assignee unless the same be expressed in writing under the authority of the Assignee and any waiver so expressed shall extend only to the particular breach so waived and shall not limit or affect the Assignee's right with respect to any other or future breach.

13. The Assignor shall not dispose of the Lands or any part thereof or any interest therein to any person, firm or corporation unless and until the Assignee has expressly approved such disposition.

14. The Assignor agrees to pay the costs, charges and expenses of and incidental to the taking, preparation and filing of this agreement or any notice thereof which may be required and of every renewal related thereto.

15. This Assignment shall also operate as an assignment by the Assignor of any and all money paid to the Assignor pursuant to insurance paid for lost rentals or lost income upon partial or full destruction of the Lands. Demand on the insurer or insurers may be made by service of a copy of this Assignment personally or by registered mail and the insurers so served are hereby authorized and directed to give full effect to this Assignment and to pay all rental insurance accruing due subsequent to demand to the Assignee, whose receipt thereof shall constitute full discharge of such insurer's responsibility for such payment.

16. This Assignment shall also operate as an assignment by the Assignor of the Assignor's interest in any and all security deposits. The Assignor acknowledges, agrees and declares that from the date of receipt of such security deposits the Assignor shall hold the same in trust for the benefit of the applicable tenant.

17. The words in the hereinbefore contained covenants, provisos, conditions and agreements referring to the Assignor which import the singular number shall be read and construed as applied to each and every Assignor male or female and to his or her heirs, executors, administrators and assigns and in the case of a corporation to such corporation and its successors and assigns and that in case of more than one Assignor the said covenants, provisos, conditions and agreements shall be construed and held to be several as well as joint.

18. This Assignment shall enure to the benefit of and be binding upon the parties hereto and their heirs, executors, administrators, successors and, in the case of the Assignor, permitted assigns.

19. The Assignor hereby charges the Lands in favour of the Assignee to secure the payment of any monies due or to become due to the Assignee as a result of this agreement and hereby acknowledges and agrees that this Assignment of Rents Agreement constitutes an interest in and charge against the Lands and that the Assignee may register a Caveat to protect same.

IN WITNESS WHEREOF the Assignor has executed and delivered this Agreement on the date first written above.

GENCO HOLDINGS LTD.

Per: ________________________

Per: ________________________

SCHEDULE "A"

THE NORTH EAST QUARTER OF SECTION 9
TOWNSHIP 26
RANGE 1
WEST OF THE FIFTH MERIDIAN
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS
EXCEPTING THE SOUTHERLY 1,320 FEET OF THE EASTERLY 1,320 FEET CONTAINING 16.2 HECTARES (40 ACRES) MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS

-and-

MERIDIAN 5 RANGE 1 TOWNSHIP 26
SECTION 9
THE SOUTHERLY 1320 FEET OF THE EASTERLY 1320 FEET OF THE NORTH EAST QUARTER
CONTAINING 40 ACRES MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS

CAVEAT FORBIDDING REGISTRATION

TO THE REGISTRAR OF THE ALBERTA LAND REGISTRATION DISTRICT

TAKE NOTICE THAT HSBC BANK CANADA (the "**Caveator**") claims an interest, as assignee, in the hereinafter mentioned lands under and by virtue of an Assignment of Rents and Leases Agreement, in writing, dated the 21st day of May, 2014, made by Genco Holdings Ltd. in favour of the Caveator, a copy of which Assignment is attached hereto and forms a part hereof, whereby Genco Holdings Ltd. assigns to the Caveator all of its interest as lessor in certain rents and leases covering all or a portion of lands legally described as:

FIRSTLY:

THE NORTH EAST QUARTER OF SECTION 9
TOWNSHIP 26
RANGE 1
WEST OF THE FIFTH MERIDIAN
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS
EXCEPTING THE SOUTHERLY 1,320 FEET OF THE EASTERLY 1,320 FEET CONTAINING 16.2 HECTARES (40 ACRES) MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS

SECONDLY:

MERIDIAN 5 RANGE 1 TOWNSHIP 26
SECTION 9
THE SOUTHERLY 1320 FEET OF THE EASTERLY 1320 FEET OF THE NORTH EAST QUARTER
CONTAINING 40 ACRES MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS

and as more particularly described in the Certificates of Title standing in the register in the name of Genco Holdings Ltd., and it forbids the registration of any person as transferee or owner of, or of any instrument affecting the said estate or interest, unless the instrument or Certificates of Title, as the case may be, is expressed to be subject to its claim.

The Caveator appoints 407 – 8th Avenue SW, Calgary, Alberta T2P 1E5 as the place at which notices and proceedings relating hereto may be served.

DATED this 28th day of May, 2014.

HSBC BANK CANADA, by its Solicitors and Agents
GOWLING LAFLEUR HENDERSON LLP

Per: ______________________________
Scott McLeman

CAL_LAW\2114860\1

CANADA

PROVINCE OF ALBERTA

TO WIT:

I, Scott McLeman, of the City of Calgary, in the Province of Alberta, Barrister and Solicitor, MAKE OATH AND SAY as follows:

1. I am the agent for the within named Caveator.

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

SWORN BEFORE ME at the City of Calgary, in the Province of Alberta, this 28th day of May, 2014.	
A Commissioner for Oaths in and for the Province of Alberta	Scott McLeman

SUSANA TROTCHIE
A Commissioner for Oaths in and for
the Province of Alberta
My Commission Expires May 8, 2015

CAL_LAW\2114860\1

141138179 REGISTERED 2014 06 05
CAVE - CAVEAT
DOC 2 OF 3 DRR#: B0E608A ADR/CBERGIN
LINC/S: 0021129564 +

EXHIBIT "H"

This is Exhibit "H" referred to
in the Affidavit of Cameron Bailey
Sworn before me this 15th day of March, 2019

Notary Public
In and for the Province of Alberta

Evan James Dickinson
Barrister, Solicitor and Notary Public

ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE

IMAGE OF DOCUMENT REGISTERED AS:

131249561

ORDER NUMBER: 36465565

1/3

121 166 687

CAVEAT FORBIDDING REGISTRATION

TAKE NOTICE THAT HSBC Bank Canada, a body corporate having an office in the City of Calgary, in the Province of Alberta, the Caveator, claims an interest under and by virtue of a Mortgage Amending Agreement made between GENCO HOLDINGS LTD., as Borrower, and the Caveator, as Lender, dated as of the 22nd day of July, 2013, a copy of which is attached hereto, in the lands described in Schedule "A" hereto, standing in the register in the name of GENCO HOLDINGS LTD., and it forbids the registration of any person as transferee or owner of, or of any instrument affecting that estate or interest, unless the instrument or certificate or title, as the case may be, is expressed to be subject to its claim. 121 166 687

It designates the following address as the place at which notices and proceedings relating hereto may be served:

HSBC Bank Canada
407 – 8th Avenue SW
Calgary, Alberta T2P 1E5

DATED at the City of Calgary, in the Province of Alberta this 19th day of September, 2013.

HSBC BANK CANADA by its Solicitors and Agent
GOWLING LAFLEUR HENDERSON LLP

Per: Ben Nuttall
Ben Nuttall

AFFIDAVIT

CANADA)
PROVINCE OF ALBERTA)
TO WIT)

I, Ben Nuttall, of the City of Calgary, in the City of Calgary, in the Province of Alberta, Barrister and Solicitor MAKE OATH AND SAY THAT:

1. I am the agent for the above-named Caveator.

2. I believe that the said Caveator has a good and valid claim upon the said land and I say that this Caveat is not being filed for the purpose of delaying of embarrassing any person interesting in or proposing to deal therewith.

SWORN BEFORE ME at the City of Calgary, in the Province of Alberta, this 19th day of September, 2013. A Commissioner for Oaths in and for the Province of Alberta	Ben Nuttall

VALERIE MILLER
A Commissioner for Oaths
In and for the Province of Alberta
My Commission Expires Aug. 27, 2014

VALERIE MILLER
A Commissioner for Oaths
In and for the Province of Alberta
My Commission Expires Aug. 27, 2014

SCHEDULE "A"

PLAN A1
BLOCK 29
LOTS 37 AND 38

2

MORTGAGE AMENDING AGREEMENT

THIS AGREEMENT made effective as of the 22 day of July, 2013.

BETWEEN:

GENCO HOLDINGS LTD. (hereinafter called the "**Mortgagor**")

OF THE FIRST PART

\- and -

HSBC BANK CANADA (hereinafter called the "**Lender**")

OF THE SECOND PART

WHEREAS the Mortgagor has created, issued and delivered to the Lender a mortgage registered in the Land Titles Office for the Alberta Land Registration District on July 4, 2012, as instrument number 121 166 687 (hereinafter called the "**Mortgage**");

WHEREAS the terms defined in the Mortgage are used herein with their defined meanings unless redefined in this agreement;

WHEREAS the Lender has not assigned or transferred the Mortgage or its interest therein;

AND WHEREAS the parties hereto are desirous of amending the Mortgage;

NOW THEREFORE THIS MORTGAGE AMENDING AGREEMENT WITNESSETH THAT, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Mortgagor, and in consideration of the premises, it is agreed by and between the Mortgagor and the Lender that the Mortgage is hereby amended as follows:

1. The Mortgagor and the Mortgagee covenant and agree that as and from the date hereof, the Mortgage is hereby amended by increasing the Principal Amount from ONE MILLION THREE HUNDRED THOUSAND ($1,300,000.00) DOLLARS to EIGHTEEN MILLION THREE HUNDRED SEVENTY FIVE THOUSAND ($18,375,000.00) DOLLARS.

2. The grant, assignment, warrant, mortgage, pledge and charge as and by way of a first fixed specific mortgage, pledge and charge to and in favour of the Lender created and provided by the Mortgage, as amended by this Mortgage Amending Agreement are in all respects confirmed and preserved.

3. It is declared and agreed that all covenants, clauses, agreements, provisos, stipulations, conditions, powers, matters and things whatsoever contained in or implied from the Mortgage shall continue in force and apply, except as to those which are amended by the

terms as set forth herein, and the Mortgage, as amended hereunder, is hereby ratified and confirmed.

4. This Mortgage Amending Agreement shall enure to the benefit of the Lender, its successors and assigns, and shall be binding upon the Mortgagor, its successors and assigns.

5. This Mortgage Amending Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta.

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

IN WITNESS WHEREOF the Mortgagor has caused this Mortgage Amending Agreement to be executed and delivered as of the day and year first above written.

GENCO HOLDINGS LTD.

Per: ______________________ c/s
Name: PALI BEDI
Title: President

Per: ______________________
Name:
Title:

131249561

131249561 REGISTERED 2013 10 01
CAVE - CAVEAT
DOC 1 OF 3 DRR#: A06E586 ADR/LHODGSON
LINC/S: 0017582306

1/3

EXHIBIT "I"

This is Exhibit "I" referred to
in the Affidavit of Cameron Bailey
Sworn before me this 15th day of March, 2019

Notary Public
In and for the Province of Alberta

Evan James Dickinson
Barrister, Solicitor and Notary Public

LAND TITLE CERTIFICATE

M

LINC	SHORT LEGAL	TITLE NUMBER
0037 136 520	SA1;29;37,38	161 091 513 +22

LEGAL DESCRIPTION

ALL MINES AND MINERALS WITHIN, UPON OR UNDER:
PLAN SA1
BLOCK 29
LOTS 37 AND 38

ESTATE: FEE SIMPLE
ATS REFERENCE: 5;1;24;16;NE

MUNICIPALITY: CITY OF CALGARY

REFERENCE NUMBER: 121 166 686

REGISTERED OWNER(S)

REGISTRATION	DATE(DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
161 091 513	18/04/2016	CONDOMINIUM PLAN		

OWNERS

GENCO HOLDINGS LTD.
OF 302, 608 - 7 ST SW
CALGARY
ALBERTA T2P 1Z2

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
3391JT .	05/04/1967	EASEMENT "E. 6 IN. OF LOT 37 SUBJECT TO AND EXTENDED BY OVER W. 6 INS. OF LOT 36"
091 003 755	06/01/2009	CAVEAT RE : EASEMENT
121 166 687	04/07/2012	MORTGAGE MORTGAGEE - HSBC BANK CANADA.

(CONTINUED)

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
		407 8TH AVE S.W. CALGARY ALBERTA T2P1E5 ORIGINAL PRINCIPAL AMOUNT: $1,300,000
121 166 688	04/07/2012	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - HSBC BANK CANADA. 407 8TH AVE S.W. CALGARY ALBERTA T2P1E5 AGENT - TINA HEINZ
131 249 561	01/10/2013	CAVEAT RE : AMENDING AGREEMENT CAVEATOR - HSBC BANK CANADA. 407 8TH AVE S.W. CALGARY ALBERTA T2P1E5 AGENT - BEN NUTTALL
131 249 562	01/10/2013	MORTGAGE MORTGAGEE - BANCORP GROWTH MORTGAGE FUND II LTD. #1420, 1090 WEST GEORGIA STREET VANCOUVER BRITISH COLUMBIA V6E3V7 MORTGAGEE - BANCORP FINANCIAL SERVICES INC. 1420, 1090 WEST GEORGIA STREET VANCOUVER BRITISH COLUMBIA V6E3V7 ORIGINAL PRINCIPAL AMOUNT: $3,650,000
131 249 563	01/10/2013	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - BANCORP GROWTH MORTGAGE FUND II LTD. #1420, 1090 WEST GEORGIA STREET VANCOUVER BRITISH COLUMBIA V6E3V7 CAVEATOR - BANCORP FINANCIAL SERVICES INC. 1420, 1090 WEST GEORGIA STREET VANCOUVER BRITISH COLUMBIA V6E3V7 AGENT - NIKOLAUS DEMIANTSCHUK
141 057 571	06/03/2014	CAVEAT RE : DEVELOPMENT AGREEMENT PURSUANT TO MUNICIPAL GOVERNMENT ACT CAVEATOR - THE CITY OF CALGARY. LAW DEPARTMENT, MUNICIPAL BUILDING

(CONTINUED)

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
		12TH FLOOR 800 MACLEOD TRAIL S.E. CALGARY ALBERTA T2P2M5 AGENT - TRUDY L WOBESER
151 100 165	20/04/2015	MORTGAGE MORTGAGEE - BOLERO ENTERPRISES INC. 1400, 707 7TH AVE SW CALGARY ALBERTA T2P3H6 ORIGINAL PRINCIPAL AMOUNT: $5,750,000
151 100 166	20/04/2015	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - BOLERO ENTERPRISES INC. 1400, 707 7TH AVE SW CALGARY ALBERTA T2P3H6 AGENT - DAVID E PRASOW
151 100 167	20/04/2015	CAVEAT RE : RIGHT OF FIRST REFUSAL CAVEATOR - BOLERO ENTERPRISES INC. 1400, 707 7TH AVE SW CALGARY ALBERTA T2P3H6 AGENT - DAVID E PRASOW
151 238 267	15/09/2015	BUILDER'S LIEN LIENOR - OMICRON CONSTRUCTION LTD. C/O BLAKE CASSELS & GRAYDON LLP ATT: RICHARD D BELL / CAROLINE J SMITH SUITE 3500, 855 2ND ST. SW CALGARY ALBERTA T2P4J8 AGENT - IVICA MARINIC AMOUNT: $1,768,785
161 059 695	04/03/2016	CAVEAT RE : AMENDING AGREEMENT CAVEATOR - BANCORP GROWTH MORTGAGE FUND II LTD. #1420, 1090 WEST GEORGIA STREET VANCOUVER BRITISH COLUMBIA V6E3V7 CAVEATOR - BANCORP FINANCIAL SERVICES INC. 1420, 1090 WEST GEORGIA STREET VANCOUVER BRITISH COLUMBIA V6E3V7

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
		AGENT - MARK L HOFFINGER
161 063 317	09/03/2016	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 151238267

TOTAL INSTRUMENTS: 014

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 26 DAY OF DECEMBER, 2018 AT 10:59 A.M.

ORDER NUMBER: 36465174

CUSTOMER FILE NUMBER: HSBC-J. Mann

END OF CERTIFICATE

EXHIBIT "J"

This is Exhibit "J" referred to
in the Affidavit of Cameron Bailey
Sworn before me this 15th day of March, 2019

Notary Public
In and for the Province of Alberta
Evan James Dick
Barrister, Solicitor and Notary Pu

ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE

IMAGE OF DOCUMENT REGISTERED AS:

12116668 8

ORDER NUMBER: 36472438

ADVISORY

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

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

③

CAVEAT FORBIDDING REGISTRATION

TO THE REGISTRAR OF THE ALBERTA LAND REGISTRATION DISTRICT

TAKE NOTICE THAT HSBC BANK CANADA (the "**Caveator**") claims an interest, as assignee, in the hereinafter mentioned lands under and by virtue of an **Assignment of Rents and Leases Agreement**, in writing, dated the 23rd day of May, 2012, made by Genco Holdings Ltd. in favour of the Caveator, a copy of which Assignment is attached hereto and forms a part hereof, whereby Genco Holdings Ltd. assigns to the Caveator all of its interest as lessor in certain rents and leases covering all or a portion of lands legally described as:

PLAN A1
BLOCK 29
LOTS 37 AND 38

and as more particularly described in the Certificates of Title standing in the register in the name of Genco Holdings Ltd., and it forbids the registration of any person as transferee or owner of, or of any instrument affecting the said estate or interest, unless the instrument or Certificates of Title, as the case may be, is expressed to be subject to its claim.

The Caveator appoints 407 – 8th Avenue SW, Calgary, Alberta T2P 1E5 as the place at which notices and proceedings relating hereto may be served.

DATED this 18 day of June, 2012.

HSBC BANK CANADA, by its Solicitors and Agents
GOWLING LAFLEUR HENDERSON LLP

Per: Tina Heinz
Tina Heinz

CAL_LAW\ 1819124\1

CANADA

PROVINCE OF ALBERTA

TO WIT:

I, Tina Heinz, of the City of Calgary, in the Province of Alberta, Barrister and Solicitor, MAKE OATH AND SAY as follows:

1. I am the agent for the within named Caveator.

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

SWORN BEFORE ME at the City of Calgary, in the Province of Alberta, this 18th day of June, 2012.	
A Commissioner for Oaths in and for the Province of Alberta	Tina Heinz

LISA LORRAINE LLOYD
A Commissioner for Oaths
in and for the Province of Alberta
My Commission expires March 23, 2015

CAL_LAW\ 1819124\1

ASSIGNMENT OF RENTS AND LEASES AGREEMENT

THIS INDENTURE made this 23 day of May, 2012.

BETWEEN:

GENCO HOLDINGS LTD.

(hereinafter called the "Assignor")

OF THE FIRST PART

- and -

HSBC BANK CANADA

(hereinafter called the "Assignee")

OF THE SECOND PART

WHEREAS by a Mortgage (which mortgage together with any renewals or extensions thereof, or any mortgage taken in substitution therefor, either wholly or in part, is hereafter called the "Mortgage") the Assignor mortgaged to the Assignee the Lands and premises situate in the Province of Alberta described in Schedule "A" hereto (hereinafter called the "Lands") to secure the repayment of the sum of **ONE MILLION THREE HUNDRED THOUSAND ($1,300,000.00) DOLLARS** with interest as provided in the Mortgage; and

WHEREAS all or portions of the Lands and/or structures constructed or to be constructed on the Lands have been or will be leased to tenants (which existing and future leases, together with existing and future tenancies, agreements or licenses as to use or occupancy, and existing and future guarantees of all or any of the obligations of any existing or future lessee, tenant, licensee or occupier, and any and all renewals or extensions thereof are hereinafter collectively referred to as the "Leases"); and

WHEREAS the Assignor has agreed to assign to the Assignee all rents payable and to become payable by the aforesaid tenants and all the rents and other monies reserved and payable and to become payable under the said Leases and all benefit and advantage to be derived therefrom to the Assignee as additional and collateral security for the payment of the monies due and to become due under the Mortgage.

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the granting of this Agreement and in consideration of the Assignee making any advance under the Mortgage, the Assignor does hereby absolutely assign to the Assignee all rents payable and to become payable by the aforesaid tenants and all rents, security deposits and other monies reserved and payable and to become payable under the said Leases and grants the Assignee the right, at its option, to demand and receive the same and to distr ain for the same, at any time and from time to time and apply amounts so received at its discretion on any amounts due and payable to the Assignee under the Mortgage;

Provided however that such rentals or other considerations shall be paid to the Assignor unless and until demand therefor in writing is made by the Assignee upon the aforesaid tenants, or upon such other holder of the aforesaid tenants' estate and interest in the Lands, after which the same shall be paid to the Assignee at a place to be designated in such demand. Demand may be made by service of a copy of this assignment personally or by registered mail upon the aforesaid tenants, or upon such other holder of the aforesaid tenants' estate and interest in the Lands and the parties so served are hereby authorized and directed to give full effect to this assignment and to pay all rentals accruing due subsequent to demand to the Assignee, whose receipt thereof shall constitute full discharge of such tenants' responsibility for such payment.

It is further agreed that:

1. This Agreement shall be effective only until such time as all monies due and owing under the Mortgage have been fully paid and satisfied and the Assignor is not entitled to any further advances under the Mortgage.

2. The said rents and other benefits hereby assigned to the Assignee are being taken as additional and collateral security only for the due payment of all sums due under the Mortgage and none of the rights or remedies of the Assignee under the Mortgage shall be merged in or in any way waived, affected, delayed or prejudiced hereby.

3. Nothing herein shall be deemed to have the effect of making the Assignee responsible for the collection of the said rents or any part thereof, or for the performance of any covenant, term or condition, either by lessor or lessee, contained in any of the Leases, and the Assignee shall not by virtue of this Agreement or by any steps, actions, distress or other proceedings taken to enforce its rights hereunder be deemed to be a mortgagee in possession of the Lands.

4. Neither this Agreement nor anything herein contained shall bind the Assignee to recognize any lease or agreement to lease the Lands or any part thereof nor in any way render the interest of the Assignee under the Mortgage subject to any such lease or agreement and all remedies now available to the Assignee under the Mortgage are hereby reserved to the Assignee and may be exercised notwithstanding any such lease, agreement to lease or this Agreement.

5. The Assignee shall be liable to account only for such monies as may actually come into its hands by virtue of this Agreement, less proper collection charges, and such monies when so received by it shall be applied on account of the monies due under the Mortgage to which this Agreement is taken as additional and collateral security.

6. The Assignor will not demand or accept any rent reserved or payable under the said Leases in excess of one monthly instalment in advance unless the prior written consent of the Assignee (to be given at the sole and absolute discretion of the Assignee) is first obtained.

7. The Assignor does hereby release and discharge any tenant of it from any liability whatsoever to it by reason of the payment of any amounts paid hereunder to the Assignee.

8. The Assignor covenants, warrants and agrees to and with the Assignee that prior to the date hereof it has not made any assignment of rents or other monies payable under the Leases which will not be discharged from the proceeds of the Mortgage and that it will not hereafter assign or otherwise dispose of the aforesaid rents or other monies, or any part thereof, without the written consent of the Assignee first had and obtained.

9. The Assignor covenants, warrants and agrees that it has not entered into and will not enter into any agreement with any tenant of the Lands or any part or parts thereof whereby the right of set-off shall or may arise between the Assignor and any tenant.

10. The Assignor shall from time to time and at all times hereafter, at the request of the Assignee, execute and deliver at the expense of the Assignor, such further assurances for the better and more perfectly assigning to the Assignee the Leases, rents and other monies and all renewals and extensions thereof as the Assignee shall reasonably require.

11. If the Assignor defaults or breaches in the observance or performance of any of the covenants and agreements herein, or in the Leases, on its part to be observed and performed, then in such case the whole of the principal sum remaining due under the Mortgage (and all interest and other monies payable thereunder) shall, at the option of the Assignee, forthwith become due and payable in like manner and with like consequences and effects to all intents and purposes whatsoever as if the time therein mentioned for payment of such principal money had fully come and expired.

12. No waiver by the Assignee of any breach of any of the covenants and conditions in the Mortgage or these presents whether negative or positive in form shall take effect or be binding upon the Assignee unless the same be expressed in writing under the authority of the Assignee and any waiver so expressed shall extend only to the particular breach so waived and shall not limit or affect the Assignee's right with respect to any other or future breach.

13. The Assignor shall not dispose of the Lands or any part thereof or any interest therein to any person, firm or corporation unless and until the Assignee has expressly approved such disposition.

14. The Assignor agrees to pay the costs, charges and expenses of and incidental to the taking, preparation and filing of this agreement or any notice thereof which may be required and of every renewal related thereto.

15. This Assignment shall also operate as an assignment by the Assignor of any and all money paid to the Assignor pursuant to insurance paid for lost rentals or lost income upon partial or full destruction of the Lands. Demand on the insurer or insurers may be made by service of a copy of this Assignment personally or by registered mail and the insurers so served are hereby authorized and directed to give full effect to this Assignment and to pay all rental insurance accruing due subsequent to demand to the Assignee, whose receipt thereof shall constitute full discharge of such insurer's responsibility for such payment.

16. This Assignment shall also operate as an assignment by the Assignor of the Assignor's interest in any and all security deposits. The Assignor acknowledges, agrees and declares that from the date of receipt of such security deposits the Assignor shall hold the same in trust for the benefit of the applicable tenant.

17. The words in the hereinbefore contained covenants, provisos, conditions and agreements referring to the Assignor which import the singular number shall be read and construed as applied to each and every Assignor male or female and to his or her heirs, executors, administrators and assigns and in the case of a corporation to such corporation and its successors and assigns and that in case of more than one Assignor the said covenants, provisos, conditions and agreements shall be construed and held to be several as well as joint.

18. This Assignment shall enure to the benefit of and be binding upon the parties hereto and their heirs, executors, administrators, successors and, in the case of the Assignor, permitted assigns.

19. The Assignor hereby charges the Lands in favour of the Assignee to secure the payment of any monies due or to become due to the Assignee as a result of this agreement and hereby acknowledges and agrees that this Assignment of Rents Agreement constitutes an interest in and charge against the Lands and that the Assignee may register a Caveat to protect same.

IN WITNESS WHEREOF the Assignor has executed and delivered this Agreement on the date first written above.

GENCO HOLDINGS LTD.

Per: ______________________________

Per: ______________________________

SCHEDULE "A"

PLAN A1
BLOCK 29
LOTS 37 AND 38

121166688

121166688 REGISTERED 2012 07 04
CAVE - CAVEAT
DOC 3 OF 3 DRR#: F040BA0 ADR/VBENIPAL
LINC/S: 0017582306

EXHIBIT “K”

This is Exhibit "K" referred to
in the Affidavit of Cameron Bailey
Sworn before me this 15th day of March, 2019

Notary Public
In and for the Province of Alberta
Evan James Dickinson
Barrister, Solicitor and Notary Public

(5)

ASSIGNMENT OF CONTRACTS

THIS ASSIGNMENT dated July 22, 2013 by **GENCO HOLDINGS LTD.** (the "**Assignor**"), having an office at 302, 608 7th Street SW, Calgary, AB, T2P 1Z2 in favour of **HSBC BANK CANADA**, having an office at 407 8th Avenue SW, Calgary, AB, T2P 1E5 in its capacity as the lender (the "**Lender**").

WHEREAS:

A. The Assignor has applied for and the Lender has agreed to advance certain loan and letter of credit facilities (the "**Loan**") to the Assignor on the terms and conditions set out in the facility letter and credit agreement dated July 12, 2013 between the Lender, the Assignor and the Guarantors (as defined therein) (as from time to time supplemented, amended or replaced, the "**Credit Agreement**");

B. The Assignor has charged in favour of the Lender as security for the Loan certain lands and premises, legally described as set forth in Schedule A hereto (together with all buildings and improvements now or hereafter situate thereon and fixtures forming a part thereof, the "**Lands**"); and

C. As a condition precedent to the advance of funds under the Credit Agreement, the Lender (as hereinafter defined) requires the execution by the Assignor of this Assignment of all of its right, title and interest in and to the Assigned Property (as hereinafter defined) as general and continuing collateral security for the payment and performance of the Loan and all other indebtedness and obligations of the Assignor to the Lender under the Credit Agreement and any security granted pursuant thereto (collectively the "**Security**") for principal, interest, fees, expenses, costs, indemnity or otherwise (all of such indebtedness and obligations being referred to herein as the "**Obligations**").

WITNESSESS THAT the Assignor for good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) hereby covenants and agrees with the Lender as follows:

1. Definitions.

In this Assignment:

(a) "**Assigned Property**" has the meaning ascribed thereto in Section 2 hereof;

(b) "**Construction Agreement**" means the construction contract made between the Assignor as owner and Omicron as contractor in connection with the construction of the Project;

(c) "**Contracts**" means, collectively, all present and future contracts and agreements relating to the Project, including without limitation, the Development and Construction Contracts, the Sale Agreements, the Plans and the Permits, but excluding (for certainty) any lease or agreement to lease real property, and "**Contract**" means any one of them;

(d) "**Development and Construction Contracts**" means all contracts and agreements relating to the development and construction of the Project including the Construction Agreement, all construction contracts, trade contracts, architect contracts, consultant contracts, development agreements, site servicing agreements and all other contracts and agreements relating to the supply of materials or services to or for the Project;

(e) "**Lender**" means HSBC Bank Canada and any other party that becomes a lender pursuant to the Credit Agreement and their respective successors and assigns;

(f) "**Permits**" means all licences, permits (including, without limitation, development permits, building permits and excavation permits), exemptions and approvals required for the construction, servicing, development, subdivision, sale and operation of the Project issued by any government, statutory or other authority having jurisdiction over same;

(g) "**Plans**" means all designs, diagrams, surveys, drawings, plans and specifications relating to the Project;

(h) "**Project**" means the construction on the Lands of the office condominium project as described in the Credit Agreement;

(i) "**Purchase Deposits**" means all purchaser or lessor deposits provided in connection with the Sale Agreements;

(j) "**Purchase Proceeds**" means all moneys and proceeds now or at any time hereafter held or owing in connection with the Sale Agreements, including all builders' lien holdbacks with respect thereto;

(k) "**Rights**" means all moneys, claims, rights, demands, judgments, securities, privileges, powers, and the like whatsoever which the Assignor may now or at any time hereafter have or be entitled to under or by virtue of or in respect of, or incidental to, the Contracts or any of them, including without limitation all Purchase Proceeds and Purchase Deposits;

(l) "**Sale Agreements**" means all contracts of purchase and sale, lease agreements, interim agreements and offers for the purchase and sale of any of the Units or any part thereof; and

(m) "**Units**" has the meaning ascribed to it in the Credit Agreement.

Each capitalized term not otherwise defined herein has the meaning given to it in the Credit Agreement.

2. Assignment.

The Assignor hereby assigns and transfers to the Lender, and grants to the Lender a security interest in, all of its right, title and interest in and to the following (collectively, the "**Assigned Property**"):

(a) the Contracts and all books, records, files, papers, disks, documents, computer programs, tapes, disks and related processing software and other repositories of data recording in any form or medium, evidencing or relating to the Contracts;

(b) the Rights;

(c) any and all benefits and advantages due or at any time after the date hereof to become due under the Contracts or under the Rights, or any of them, and any extensions or renewals thereof;

(d) the benefit of all covenants, guarantees, representations, warranties, indemnities and insurance policies which have been, or in the future are, granted to, received or negotiated by the Assignor or the Lender in respect of the Contracts, the Rights, or any of them;

(e) all letters, papers, insurance policies, performance bonds, labour and material payment bonds, any other bonds, and all other documents in any way evidencing or relating to or which may, or at any time hereafter may, be received by the Assignor as security for or on account of the Contracts, the Rights, or any of them; and

(f) all proceeds arising in respect of any of the foregoing that are goods, intangibles, investment property, documents of title, chattel paper, instruments or money (words used in this subparagraph that are defined in the *Personal Property Security Act* (Alberta) (the "**PPSA**") shall have the meaning ascribed thereto in the PPSA unless otherwise defined herein),

to hold the same unto the Lender absolutely as general and continuing collateral security for the due payment and performance of the Obligations.

3. Amendments.

The Assignor hereby covenants and agrees with the Lender that without the prior written consent of the Lender, such consent not to be unreasonably withheld, it will not consent or agree to the termination of or to any amendment in any material respect of any Contract, and that prior to requesting the consent of the Lender to any such termination or amendment the Assignor will deliver to the Lender copies of all instruments, documents and writings including correspondence with respect to the same.

4. **Third Party Consents.**

The Assignor will obtain the written acknowledgement and consent substantially in the form attached of the counterparty to the Construction Agreement and of any counterparty to any of the other Contracts if so required by the terms of such Contract or if so required by the Lender, acting reasonably.

5. **Representations and Warranties.**

The Assignor represents and warrants that (i) the Contracts are, with respect to the Assignor, valid and enforceable in accordance with their terms, subject only to bankruptcy, insolvency, liquidation, reorganization, moratorium and other similar laws generally affecting the enforcement of creditors' rights, and to the fact that equitable remedies (such as specific performance and injunction) are discretionary remedies; (ii) the Contracts have not been modified, amended, altered or changed in any material manner and are in full force and effect, there being no material default thereunder by any party thereto of which it is aware; and (iii) it has the right, power and authority to assign its right, title and interest in and to any and all of the Assigned Property to the Lender upon the terms and conditions hereof (except for any Contract which by the provisions thereof or by law is not assignable or which requires the consent of any third party to its assignment unless such consent has been obtained); and the Assignor has not heretofore assigned, mortgaged, pledged, encumbered or otherwise hypothecated its right, title and interest in and to any or all of the Assigned Property to which it is a party in any manner, nor will the Assignor do so at any time hereafter without the Lender's prior written consent in each instance, except to the extent permitted by the Credit Agreement. Any such assignment, mortgage, pledge, encumbrance or hypothecation in violation of the foregoing shall be void and of no force and effect.

6. **Lender not Responsible.**

(a) Nothing herein shall have the effect of making the Lender responsible for the collection of any money or for the performance of any covenant, term or condition under any of the Contracts. Any and all payments to be made by and responsibilities, burdens, obligations and liabilities of the Assignor under the Contracts shall remain those solely of the Assignor and no such payments to be made by or responsibilities, burdens, obligations or liabilities of the Assignor are assigned hereby nor will they be incurred by the Lender, and the Assignor' hereby agrees to indemnify and hold the Lender harmless with respect to any and all claims by any person relating thereto.

(b) Under no circumstances will the Lender by virtue of this Assignment become a mortgagee in possession, or be liable to account to the Assignor for, or to credit the Assignor with, any moneys, except those which come into the hands of the Lender, less proper collection fees and charges (including without limitation actual legal costs) and other reasonable payments made by or fees charged by the Lender.

(c) The Lender will not be obliged to exercise any of its rights, powers or remedies hereunder, whether or not the Lender has exercised some of such rights, powers and remedies and whether or not the Lender has become entitled to exercise the same as herein provided, and the Lender will not incur any liability in respect of the exercise, lack of exercise, or any act or omission in the exercise, of such rights, powers, or remedies.

(d) The Lender may, however, at its option, upon the occurrence and during the continuance of a default or breach by the Assignor under the Credit Agreement or the Security, assume or perform any such obligations which the Lender considers necessary or desirable to obtain the benefit of any Assigned Property free of any set-off, deduction or abatement, and any money so expended by the Lender shall form part of the Obligations and bear interest at the rate from time to time applicable to the outstanding balance of the Obligations.

7. Further Assignment.

All money payable under the Contracts, including without limitation the Purchase Proceeds and Purchase Deposits, is hereby assigned to the Lender as continuing collateral security for the due payment of the Obligations and none of the rights and remedies of the Lender under the Credit Agreement and the Security shall be delayed or affected or in any way prejudiced by this Assignment and, notwithstanding any variation in the terms of the Credit Agreement or any release of part or parts of the Security, this Assignment shall continue in full force and effect until the whole of the Obligations are fully paid and satisfied.

8. Other Covenants.

(a) The Assignor will not, without the prior written consent of the Lender, assign, pledge, charge or hypothecate the Assigned Property other than to the Lender, or do, omit to do, or permit any act to be done which directly or indirectly has the effect of waiving, releasing, reducing or abating any rights, remedies or obligations of any party thereunder or in connection therewith.

(b) The Assignor will at all times observe and perform all of the obligations of the Assignor under the Contracts, and will observe and perform all matters and things necessary or expedient to be observed or performed in order to maintain, preserve, and protect all of the rights and remedies of the Assignor in the Assigned Property.

(c) If the Lender, in its absolute discretion, deems it advisable to take proceedings, whether judicial or extra-judicial, to enforce performance of the obligations of any counterparty to any Contract or any other person in connection with the Assigned Property, then, if requested by the Lender, the Assignor at its own expense will join with the Lender in such proceedings, and the Assignor hereby irrevocably authorizes the Lender to join the Assignor in such proceedings.

(d) The Assignor will give to the Lender prompt written notice of any material default or dispute under any of the Contracts.

(e) The Assignor will execute and deliver to the Lender all such further assurances, documents and instruments and do all such other things as the Lender may reasonably require to perfect this Assignment.

9. Rights Prior to and upon Default.

(a) Until the occurrence of a default or Breach under the Credit Agreement or the Security or a demand by the Lender for payment of the Loan, the Assignor shall be entitled to receive all money payable pursuant to the Contracts and to exercise all powers with respect thereto and shall not be liable to account therefor to the Lender, but upon the occurrence of a default or Breach under the Credit Agreement or the Security or a demand by the Lender for payment of the Loan and while such default or Breach or demand is continuing, and so often as either may occur, the Lender, whether or not notice thereof has been given by the Lender to the Assignor, shall thereupon be entitled to all money due or subsequently falling due under the Contracts and to exercise on behalf of the Assignor all rights and powers of the Assignor under the Contracts. Further upon default or breach as aforesaid, the Lender may enforce the rights of the Lender by any remedy or proceeding authorized or permitted by law (subject in all cases to any mandatory provision of the PPSA).

(b) If there shall be a default under any of the Contracts on the part of the Assignor, for any reason, the Lender may, upon the occurrence and during the continuance of a default or Breach by the Assignor under the Credit Agreement or the Security, at its option (but without any obligation), without assuming any of the obligations of the Assignor under the relevant Contracts and without waiving or releasing the Assignor from any of the terms hereof or any of the Obligations, cure the default.

10. Further Rights of Lender.

The Assignor further covenants and agrees with the Lender that:

(a) the Assignor will forthwith upon receipt of a written request or demand from the Lender deliver to the Lender full particulars of all of the Contracts then in force between the Assignor and third parties and will provide to the Lender originals or certified copies of the written agreements which constitute such Contracts;

(b) the Assignor will forthwith upon receipt of a written request or demand from the Lender execute and deliver to the Lender specific assignments of any or all of the Contracts and of all money payable thereunder, as the Lender may require, and in a form similar in form to this Assignment; and

(c) every act and thing which the Lender is entitled, empowered or authorized to do hereunder may be done by the Lender in the name and on behalf of the Assignor, and any right, power or authority vested in the Lender hereunder or provided for herein may be exercised by any officer, director or branch manager of the Lender. Where an Lender is so appointed the Lender may pay the reasonable fees of such Lender and may add the same to the Obligations.

11. Purchase Deposits and Purchase Proceeds.

All Purchase Deposits shall be held in the trust account of the lawyers for the Assignor on deposit in accordance with the Credit Agreement. Upon the closing of the sale of any Unit, all of the Purchase Proceeds and the Purchase Deposits for such Unit shall be immediately paid by the Assignor's lawyers to the Lender as a permanent repayment of the Loan subject to and in accordance with the Credit Agreement until all indebtedness in connection with the Loan and the Credit Agreement has been repaid in full. The Assignor will execute and deliver to its lawyers an irrevocable authorization to authorize and direct its lawyers to pay all Purchase Proceeds and Purchase Deposits to the Lender in accordance with this Assignment.

12. Separate Assignments.

Each of the rights, privileges, benefits, contracts, permits, policies or other documents or interests comprised in the Assigned Property shall be deemed to be the subject of a separate and individual assignment by the provisions hereof. The Lender may exercise all rights hereunder in respect of each Assigned Property separately and whether or not the Lender in its discretion exercises its rights in respect of all or any of the other Assigned Property.

13. Scope of Assignment.

Nothing herein shall be construed as an assignment (which term shall include a sub-lease, mortgage, pledge or charge) of any lease, agreement, account, claim, demand or chose in action which, as a matter of law or by its terms, is non-assignable without the consent of some other person unless such consent has been obtained. The Assignor shall use its best efforts to obtain any such required consent. Until such consent has been obtained, this Assignment shall not attach to such lease, agreement, account, claim, demand or chose in action but the Assignor shall hold its interest therein in trust for the Lender, and shall assign same to the Lender or as the Lender may direct forthwith upon obtaining the consent of such other person.

14. PPSA Clauses.

The Assignor and the Lender hereby acknowledge that (a) value has been given, (b) the Assignor has rights in the Contracts (other than after-acquired property), (c) the Assignor and the Lender have not agreed to postpone the time of attachment of the security interests created hereby, (d) the Assignor has received a copy of this Assignment and (e) the Assignor waives any right to receive from the Lender a copy of any financing statement, financing change statement or verification statement filed in respect of this Assignment.

15. Third Parties.

No person dealing with the Lender or its Lender or a receiver or receiver-manager shall be required (a) to determine whether this Assignment has become enforceable, (b) to determine whether the powers which the Lender or its Lender or receiver or receiver-manager is purporting to exercise have become exercisable, (c) to determine whether any money remains due to the Lender by the Assignor, (d) to determine the necessity or expediency of the stipulations and conditions subject to which any sale or lease shall be made, (e) to determine the propriety or regularity of any sale or of any other dealing by the Lender with the Contracts, or (f) to see to the application of any money paid to the Lender.

16. Appointment of Attorney.

The Assignor irrevocably appoints the Lender as its attorney and agent with full power of substitution to be the attorney of the Assignor with full power and authority for and in the name of the Assignor to execute all documents and do all things, as in the Lender's opinion, may be necessary or desirable to accomplish the purposes of this Assignment, including without limitation:

(a) execute and deliver for and on behalf of the Assignor any and all instruments, documents, agreements and other writings necessary or advisable for the exercise on behalf of the Assignor of any rights, benefits or options created or existing under or pursuant to the Contracts;

(b) endorse the name of the Assignor on its behalf on any and all notes, acceptances, cheques, drafts, money orders, instruments or other evidences of collateral, that may come into the Lender's possession;

(c) execute proofs of claim and loss;

(d) execute endorsements, assignments or other instruments of conveyance and transfer;

(e) adjust and compromise any claims under insurance policies or otherwise;

(f) execute releases; and

(g) do all other acts and things necessary and advisable in the discretion of the Lender to carry out and enforce this Assignment.

All acts of any such attorney are hereby ratified and approved, and such attorney shall not be liable for any act, failure to act or any other matter or thing in connection therewith, except as a result of its own gross negligence, criminal acts or omissions or wilful misconduct. Such appointment and power of substitution, being coupled with an interest, are irrevocable until all of the Obligations are paid in full.

17. Non-Merger.

No judgment recovered by the Lender shall operate by way of merger of or in any way affect this Assignment, which is in addition to and not in substitution for any other security now or hereafter held by the Lender in respect of the Obligations.

18. Successors and Assigns.

This Assignment will enure to the benefit of, and be binding on, the Assignor and its successors and permitted assigns, and will enure to the benefit of, and be binding on, the Lender and its successors and assigns. The Assignor may not assign this Assignment, or any of its rights or obligations under this Assignment, without the prior written consent of the Lender. The Lender may assign this Assignment and any and all benefits hereunder in accordance with the assignment provisions applicable to the Credit Agreement.

19. Amalgamation, Reorganization, etc.

The Assignor acknowledges and agrees that if it merges, amalgamates, continues, reorganizes or consolidates with any other entity, it is the intention of the parties hereto that the security interest granted hereunder (i) shall extend to Contracts owned by such entity(ies) and the resultant entity at the time of merger, amalgamation, reorganization or consolidation and to any Contracts thereafter owned or acquired by the resultant entity, such that the term the "Assignor" when used herein will apply to each of the amalgamating, merging, reorganizing or consolidating entity(ies)and the resultant entity(ies), and (ii) shall secure the Obligations of each of the merging, amalgamating, reorganizing or consolidating entity(ies)and the resultant entity(ies)to the Lender, at the time of merger, amalgamation or reorganization and any of the Obligations of the resultant entity(ies)to the Lender, thereafter arising. The security interest granted hereunder shall attach to the additional Contracts at the time of amalgamation, merger or reorganization and to any Contracts thereafter owned or acquired by the resultant entity(ies)when such Contract is acquired by such entity(ies).

20. Severability.

If and to the extent that any provision hereof shall conflict with any mandatory provision of the PPSA (including without limitation an exclusion or purported exclusion of a duty or onus imposed by the PPSA or a limitation or purported limitation of the liability of or the amount of damages recoverable from a person who has failed to discharge a duty or obligation imposed by the PPSA), such provision of the PPSA shall govern. If any provision of this Assignment shall be deemed by any court of competent jurisdiction to be invalid or void, the remaining provisions shall remain in full force and effect.

21. Dealings by the Lender.

The Lender will not be obliged to exhaust its recourse against the Assignor or any other person or against any other security they may hold in respect of the Obligations before realizing upon or otherwise dealing with the Assigned Property in such manner as the Lender may consider desirable. The Lender may grant extensions of time and other indulgences, take and give up security, accept compositions, grant releases and discharges and otherwise deal with the Assignor and any other person, and with any or all of the Assigned Property, and with other security and sureties, as the Lender may see fit, all without prejudice to the Obligations or to the rights and remedies of the Lender under this Assignment. The powers conferred on the Lender under this Assignment are solely to protect the interests of the Lender in the Assigned Property and will not impose any duty upon the Lender to exercise any such powers.

22. Notices, etc.

All notices, demands, or other communications by either the Assignor or the Lender to the other shall be made in accordance with the Credit Agreement.

23. Conflict.

This Assignment has been entered into pursuant to the provisions of the Credit Agreement and is subject to all the terms and conditions thereof and, if there is any conflict or inconsistency between the provisions of this Assignment and the provisions of the Credit Agreement, the rights and obligations of the parties will be governed by the provisions of the Credit Agreement and this Assignment shall be deemed to be amended accordingly. Notwithstanding the foregoing, in the event that this Assignment contains rights or remedies in favour of the Lender which are in addition to the rights and remedies set forth in the Credit Agreement, the existence of such rights or remedies shall not constitute, nor be deemed to be, a conflict or inconsistency with the terms of the Credit Agreement.

24. Governing Law.

This Assignment and the rights and obligations hereunder shall be governed by, construed and interpreted in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

25. Counterparts and Facsimile Execution.

This Assignment may be executed in one or more counterparts, each of which so executed will constitute an original and all of which will constitute one and the same agreement. This Assignment may be executed by the parties and transmitted by telecopy and if so executed and transmitted, this Assignment will be for all purposes as effective as if the parties had delivered an executed original agreement.

26. Further Assurances.

The Assignor shall from time to time, whether before or after the occurrence and during the continuance of a default or breach under the Credit Agreement or the Security, do all such acts and things and execute and deliver all such deeds, transfers, assignments and instruments as the Lender may reasonably require for perfecting the security interest constituted hereby and for exercising all powers, authorities and discretions hereby conferred upon the Lender, and the Assignor shall, from time to time after the occurrence and during the continuance of such default or breach, do all such acts and things and execute and deliver all such deeds, transfers, assignments and instruments as the Lender may require for facilitating the sale of the Assigned Property in connection with any realization thereof.

27. Additional Security.

The security interest created by this Assignment is in addition and without prejudice to any other security interest now or later held by the Lender. No security interest held by the Lender will be exclusive of or dependent upon or merge in any other security interest, and the Lender may exercise its rights under such security interest or in combination.

28. Joint and Several.

If more than one Assignor executes this Assignment, this Assignment shall apply and be binding upon each of them jointly and severally and all obligations hereunder shall be joint and several.

IN WITNESS WHEREOF the Assignor has executed this Assignment as of the date first above written.

GENCO HOLDINGS LTD. by its authorized signatories:

Per:____________________________
Pali Bedi
President

Per:____________________________

Secretary

AFFIDAVIT VERIFYING
CORPORATE SIGNING AUTHORITY

CANADA PROVINCE OF ALBERTA TO WIT:	) I, **PALI BEDI**, of the City of Calgary, in) the Province of) Alberta, MAKE OATH AND SAY:

1. I am an officer or a director of each of the following listed corporations (the "Corporations") named in the within (or annexed) instrument(s):

   PB Holdings Ltd.
   Genco Holdings Ltd.

2. I am authorized by each of the Corporations to execute the Instrument without affixing a corporate seal.

SWORN before me at the City of Calgary, in the Province of Alberta, this 6th day of August, 2013.	)
A Commissioner for Oaths in and for the Province of Alberta DAVID E. PRASOW, Q.C.	) **PALI BEDI**

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FORM OF COUNTERPARTY'S CONSENT

TO: **HSBC BANK CANADA**, in its capacity as Lender (the "**Assignee**")

Re: Construction of a development of a 59,480 sq/ft, 15 storey office condominium building, at 634 6^{th} Avenue SW, Calgary, Alberta (the "**Project**")

The undersigned ● (the "**Contractor**") is a party to a construction contract (the "**Contract**") with Genco Holdings Ltd. (the "**Assignor**") as owner and the Contractor as contractor for the construction of the Project. The Assignor has assigned the Construction Contract to the Assignee as security for a construction loan facility (the "**Loan**") for the Project to be provided by the Lender. The undersigned Contractor acknowledges receipt of and hereby consents to the attached Assignment and acknowledges and agrees with the Assignee that:

(a) it shall promptly provide the Assignee at the address below with written notice ("**Notice**") of any material default by the Assignor under the Contract;

(b) it shall not allow the Contract to be altered, modified or amended in any material respect other than as is presently allowed for within the Contract such as change orders, change directives and other amendments permitted under the Contract, without first obtaining the written consent of the Assignee, such consent not to be reasonably withheld;

(c) notwithstanding any termination or purported termination of the Contract as between the Contractor and the Assignor, the Contractor shall be bound by paragraph (d) below of this agreement with the Assignee;

(d) in the event of any material default by the Assignor under the Contract upon receipt by the Contractor within 30 days of delivery of the Notice of an undertaking in writing from the Assignee to remedy or cause to be remedied the Assignor default (unless such default is the bankruptcy or insolvency of the Assignor) and perform or cause to be performed the obligations of the Assignor under the Contract and to make payments in respect of the work which the Assignee directs to be completed in accordance with and in the amounts specified in such Contract, the Contractor will complete its work as in the Contract specified and supply all necessary materials thereto (except materials agreed to be supplied by the Assignor) at the direction of the Assignee or its nominees;

(e) the Assignee shall not be obligated to fulfil or perform any of the obligations of the Assignor under the Contract or to cure any default of the Assignor under the Contract unless and until the Assignee gives an undertaking and direction in writing to complete certain work as set out in paragraph (d) above;

(f) upon receipt of written notice from the Assignee that the Assignee is exercising any of its enforcement rights under any security for the Loan granted by the Assignor, the Contractor will only act upon and comply with instructions regarding the Project and the Contract from the Assignee or its Lender and will disregard any further instructions from the Assignor;

(g) the Assignee shall only be liable for the Assignor's payment obligations under the Contract during and in respect of such period during which the Assignee or a receiver or Lender appointed by it on its behalf is in actual possession of the Project and is issuing instructions to the Contractor regarding the Project; and

(h) if the Lender has exercised any of its enforcement rights under any of the Security, the Lender may terminate the Contract, which termination will take effect immediately upon written notice of such termination being provided by the Lender to the Contractor and without further obligation or liability of the Lender to the Contractor, except for payment obligations under the Contract as set out in paragraph (g) above, but without prejudice to any rights the Contractor may have against the Assignor by contract or pursuant to lien rights accumulated to such time.

IN WITNESS WHEREOF the undersigned has executed this Agreement this ______ day of __________________, 2013.

●

By:________________________________
Authorized Signatory

Address:

●

Address for Notice to the Assignee:

HSBC BANK CANADA
407 8th Avenue SW
Calgary, AB T2P 1E5

SCHEDULE A

The Lands:

The lands and premises located in the City of Calgary, Alberta and legally described as:

PLAN A1
BLOCK 29
LOTS 37 AND 38

EXHIBIT “L”

This is Exhibit "L" referred to
in the Affidavit of Cameron Bailey
Sworn before me this 15th day of March, 2019

Notary Public
In and for the Province of Alberta
Evan James Dickinson
Barrister, Solicitor and Notary Public

EXHIBIT "L-1"

TORYS LLP

525 – 8th Avenue S.W., 46th Floor
Eighth Avenue Place East
Calgary, Alberta T2P 1G1 Canada
P. 403.776.3700 | F. 403.776.3800
www.torys.com

Kyle Kashuba
kkashuba@torys.com
P. 403.776.3744

February 22, 2019

EMAIL & COURIER

Genco Holdings Ltd.
1100 – 634 6th Avenue SW
Calgary, Alberta T2P 0S4

- and -

Each of the Corporate Guarantors (as defined below)

- and –

Each of the Personal Guarantors (as defined below)

- and -

GDC Holdings Ltd.

Dear Sirs/Mesdames:

Re: **Indebtedness of Genco Holdings Ltd. (the "Borrower"), as guaranteed by Solo Liquor Holdings Ltd., Solo Liquor Store #1 Ltd., Solo Liquor Store #3 Ltd., Solo Liquor Store #4 Ltd., Solo Liquor Store #7 Ltd., Solo Liquor Store #8 Ltd., Solo Liquor Store (Panorama) Ltd., Solo Liquor Store (Bankview) Ltd., Solo Liquor Store (Copperfield) Ltd., Solo Liquor Store (Spruce Grove) Ltd., Solo Liquor Store (Stony Plain) Ltd., Solo Liquor Store (St. Albert) Ltd., Solo Liquor Store (Southpark) Ltd., Solo Liquor Store (Grand Prairie) Ltd., Solo Liquor Store (Sherwood Park I) Ltd., Solo Liquor Store (Red Deer) Ltd., Solo Liquor Store (Beaumont) Ltd., Solo Liquor Store (Hanson Ranch) Ltd., Solo Liquor Store (Millwood) Ltd., Solo Liquor Store (Lloydminster) Ltd., Solo Liquor Store (Copperpond) Ltd., Solo Liquor Store (North St. Albert) Ltd., Solo Liquor Store (Leduc) Ltd. and Solo Liquor Store (Montreaux) Ltd., as corporate guarantors (together, the "Corporate Guarantors") and Pali Bedi, Jasbir Hans and Tarlok Tatla, as personal guarantors (the "Personal Guarantors") to HSBC Bank Canada (the "Bank" or the "Lender")**

And Re: **Indebtedness of GDC Holdings Ltd. ("GDC") to the Bank**

Each capitalized term used and not otherwise defined in this letter shall have the meaning given to it in the Commitment Letter.

Further to the above noted matter, our office, Torys LLP, acts as legal counsel to the Bank.

As you are also aware, the Borrower is indebted to the Bank as a result of certain secured credit facilities (the "**Credit Facilities**") advanced to the Borrower by the Bank.

Reference is here made to the following agreements entered into between the Lenders and the Borrower:

1. Commitment letter dated March 20, 2017 issued to the Borrower, as borrower, by the Lender, as lender (the "**Commitment Letter**");

2. General Security Agreement dated May 23, 2012 granted by the Borrower to the Lender;

3. Demand Collateral Land Mortgage in the amount of CAD 3,300,000, as amended, from the Borrower, creating a first, fixed and specific mortgage and charge over the 160 Acre Lands dated May 23, 2012;

4. Assignment of Rents and Leases of the 160 Acre Lands dated May 23, 2012;

5. Demand Collateral Land Mortgage in the amount of CAD 1,300,000 from the Borrower, creating a first, fixed and specific mortgage and charge over the 634 Lands dated May 23, 2012, as amended by the mortgage amending agreement dated July 22nd, 2013 increasing the above-noted amount of the mortgage to CAD 18,375,000;

6. Assignment of Rents and Leases of the 634 Lands dated May 23, 2012;

7. Guarantee, limited to CAD 31,693,500, from the Personal Guarantors dated July 22, 2013;

8. Guarantee, limited to CAD 31,693,500, from the Corporate Guarantors dated July 22, 2013;

9. Debt Service and Cost Overrun Agreements dated July 22nd, 2013 executed by the Corporate Guarantors;

10. Debt Service and Cost Overrun Agreements dated October 28th, 2014 executed by the Personal Guarantors.

11. Assignment of Contracts dated July 22, 2013 executed by The Borrower;

12. Line of Credit by way of Current Account Overdraft Agreement dated March 15, 2006 between GDC and the Bank for a loan limit of $100,000 (the "**GDC Line of Credit Agreement**"); and

13. Joint and Several Guarantee of the indebtedness of GDC to the Lender executed by Pali Bedi, and Navpreet Bedi, dated March 15, 2006.

It is the position of the Bank that the Borrower is in default of the above agreements for, amongst other things, (i) failing to make payments when due and (ii) permitting certain property taxes to be past due.

As at February 22, 2019, the amount outstanding and owing by (i) the Borrower, each Corporate

Guarantor and each Personal Guarantor to the Bank is $8,344,774.18, plus accrued and accruing costs and disbursements, plus interest as set out in the Commitment Letter (the "**Borrower Indebtedness**") and (ii) GDC to the Bank is $99,958.12, plus accrued and accruing costs and disbursements, plus interest as set out in the GDC Line of Credit Agreement (the "**GDC Indebtedness**").

Demand is hereby made upon each of the Borrower, each Corporate Guarantor, each Personal Guarantor and GDC for payment in full of the amounts outstanding together with any accrued interest and other legal fees or charges that may arise. In the event that payment is not made in full by close of business on February 25, 2019, the Bank will take such steps as it may consider necessary to protect its position, including bringing an action against the Borrower, each Corporate Guarantor and each Personal Guarantor in respect of the Borrower Indebtedness and GDC in respect of the GDC Indebtedness.

Also enclosed for service upon you is a Notice of Intention to Enforce Security provided in accordance with the provisions of the ***Bankruptcy and Insolvency Act.*** If you consent to the Bank taking earlier enforcement, please return the enclosed consent to earlier enforcement, executed by a duly authorized representative of the Borrower.

Kindly govern yourself accordingly.

Yours truly,

Kyle Kashuba

KK/

Enclosures

Cop(y/ies) to: Client

EXHIBIT “L-2”

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

TO: Genco Holdings Ltd. (the "Debtor"), an insolvent person

Take notice that:

1. HSBC Bank Canada (the "**Bank**"), a secured creditor, intends to enforce its security on the property of the above insolvent person, which encompasses all of its property and assets;

2. The security that is to be enforced includes security granted by the insolvent person in favour of the Bank as set out in Schedule "A", attached hereto;

3. The total amount of the indebtedness secured by the security, as at February 22nd, 2019, is Cdn **$8,344,774.18**, plus accrued and accruing costs and interest from the date of this notice; and

4. The secured creditor (the Bank) will not have the right to enforce the security until after the expiry of the 10 day period following the sending of this notice unless the insolvent person consents to an earlier enforcement.

Dated at Calgary, Alberta, this 22nd day of February, 2019.

HSBC BANK CANADA
by its solicitors and agents, Torys LLP

Per: ______________________
KYLE D. KASHUBA

CONSENT TO EARLIER ENFORCEMENT

Genco Holdings Ltd.:

(a) Consents to the immediate enforcement by the Bank as a secured party of the security described in paragraph 2 above pursuant to Section 244(2) of the *Bankruptcy and Insolvency Act* (Canada);

(b) Consents to the secured party's (the Bank's) disposition of any or all collateral subject to the secured party's (the Bank's) security immediately or otherwise as the secured party may determine in its sole discretion, without notice as required by the *Personal Property Security Act* (Alberta); and

(c) Consents to the secured party's (the Bank's) immediate appointment of a Receiver, or a Receiver-Manager in accordance with the provisions of the above noted security.

Per: ____________________________________ c/s
Genco Holdings Ltd.
NAME:
TITLE:

SCHEDULE "A"

1. General Security Agreement dated May 23, 2012 granted by the Borrower to the Lender;

2. Demand Collateral Land Mortgage in the amount of CAD 3,300,000, as amended, from the Borrower, creating a first, fixed and specific mortgage and charge over the 160 Acre Lands dated May 23, 2012;

3. Assignment of Rents and Leases of the 160 Acre Lands dated May 23, 2012;

4. Demand Collateral Land Mortgage in the amount of CAD 1,300,000 from the Borrower, creating a first, fixed and specific mortgage and charge over the 634 Lands dated May 23, 2012, as amended by the mortgage amending agreement dated July 22nd, 2013 increasing the above-noted amount of the mortgage to CAD 18,375,000;

5. Assignment of Rents and Leases of the 634 Lands dated May 23, 2012;

6. Guarantee, limited to CAD 31,693,500, from the Personal Guarantors dated July 22, 2013;

7. Guarantee, limited to CAD 31,693,500, from the Corporate Guarantors dated July 22, 2013;

8. Debt Service and Cost Overrun Agreements dated July 22nd, 2013 executed by the Corporate Guarantors;

9. Debt Service and Cost Overrun Agreements dated October 28th, 2014 executed by the Borrower Personal Guarantors.

10. Assignment of Contracts dated July 22, 2013 executed by the Borrower; and

11. Further and other security.

EXHIBIT "M"

This is Exhibit "M" referred to
in the Affidavit of Cameron Bailey
Sworn before me this 15th day of March, 2019

Notary Public
In and for the Province of Alberta

Evan James Dickinson
Barrister, Solicitor and Notary Public

Clerk's Stamp

COURT FILE NUMBER:	1901-
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
PLAINTIFF	HSBC BANK CANADA
DEFENDANT	GENCO HOLDINGS LTD.
DOCUMENT	**CONSENT TO ACT**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Torys LLP 4600 Eighth Avenue Place East 525 - Eighth Ave SW Calgary, AB T2P 1G1 Attention: Kyle Kashuba Telephone: + 1 403.776.3744 Fax: +1 403.776.3800 Email: kkashuba@torys.com File No. 32613-2049

Ernst & Young Inc. hereby consents to act as receiver and manager, or in the alternative, as receiver, over the right, title and interest of Genco Holdings Ltd. in and to the following properties, if so appointed by this Honourable Court:

1. The real property with the following legal description:

   PLAN 8A1
   BLOCK 29
   LOTS 37 & 38

2. The real property with the following legal description:

   THE NORTH EAST QUARTER OF SECTION 9
   TOWNSHIP 26
   RANGE 1
   WEST OF THE FIFTH MERIDIAN
   CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS
   EXCEPTING THE SOUTHERLY 1,320 FEET OF THE EASTERLY
   1,320 FEET CONTAINING 16.2 HECTARES (40 ACRES)
   MORE OR LESS
   EXCEPTING THEREOUT ALL MINES AND MINERALS

- and -

MERIDIAN 5 RANGE 1 TOWNSHIP 26
SECTION 9
THE SOUTHERLY 1320 FEET OF THE EASTERLY 1320 FEET
OF THE NORTH EAST QUARTER
CONTAINING 40 ACRES MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS.

DATED at Calgary, Alberta this 12th day of March, 2019

ERNST & YOUNG INC.

Name: Peter Chisholm, CPA, CIRP, LIT
Title: Vice President