RECONCILIATION AND CERTIFICATION

RECONCILIATION AND FINAL VALUE ESTIMATE

The two approaches to value provide the following indications for the subject property:

INCOME APPROACH:	**$5,320,000**
DIRECT COMPARISON APPROACH:	**$5,200,000**

The methods of valuation considered herein provide a range in value for the subject property as a result of the different methodology between the approaches. The Income Approach reflects investor expectations in the current market, whereas the Summary Direct Comparison Approach is based on a unit price comparison with similar income producing properties in the market place. The subject property represents an income producing investment and therefore, the most emphasis should be placed on the Income Approach. The Summary Direct Comparison Approach provides additional support to the Income Approach.

In summary, based on existing market conditions and the level of rents which are being generated from the subject property, the current market value conclusion as at July 13, 2022, based on the ***Extraordinary Assumptions and Extraordinary Limiting Conditions,*** is estimated at **$5,320,000.**

APPRAISAL CERTIFICATION

We certify to the best of our knowledge and belief that:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial and unbiased professional analyses, opinions and conclusions.
- We have no (or the specified) present or prospective interest in the subject matter, the property that is the subject of this report, and no (or the specified) personal interest with respect to the parties involved.
- We are not in a conflict of interest to undertake this assignment.
- We have no bias with respect to the subject matter, the property that is the subject of this report or to the parties involved with this assignment.
- Our engagement in and compensation for this assignment were not contingent upon developing or reporting predetermined results, the amount of the value estimate, or a conclusion favouring the client.
- Our analysis, opinions and conclusions were developed, and this report has been prepared, in conformity with the Canadian Uniform Standards of Professional Appraisal Practice and the Code of Conduct of the Appraisal Institute of Canada.
- We have the knowledge and experience to complete the assignment competently.
- No one provided professional assistance or third party professional assistance to the person(s) signing this report.
- As of the date of this report Douglas Slavik fulfilled the requirements of The Appraisal Institute of Canada Continued Professional Development Program for designated members. Erin Hrycyschyn is a Candidate Appraiser in good standing with the Appraisal Institute of Canada.
- The undersigned are members in good standing of the Appraisal Institute of Canada.
- Erin Hrycyschyn personally inspected the subject property on July 13, 2022. Douglas Slavik did not inspect the subject property.
- Based upon the data, analysis and conclusions contained herein, the current market value of the subject property, as at July 13, 2022, based on ***Extraordinary Assumptions and Extraordinary Limiting Conditions***, was estimated at:

FIVE MILLION THREE HUNDRED TWENTY THOUSAND ($5,320,000) DOLLARS

Respectfully submitted,
FROST VALUATIONS INC.

Erin Hrycyschyn

Erin Hrycyschyn B.Comm, Candidate Member
Date Signed: September 27, 2022
Note Signature Scanned into Report

Doug Slavik

Douglas Slavik, B.A., AACI, P.App
Date Signed: September 27, 2022
Note Signature Scanned into Report

ADDENDUM

SCHEDULE A: Contingent and Limiting Conditions

SCHEDULE B: Photographs of Subject Site

SCHEDULE C: Locational Maps

SCHEDULE D: Copy of Certificate of Title

CONTINGENT AND LIMITING CONDITIONS

This appraisal report and resulting estimate of market value is subject to the following assumptions, limited conditions, disclaimers, and limitations of liability. The certification that appears in this report is subject to compliance with the Personal Information and Electronics Documents Act (PIPEDA), Canadian Uniform Standards of Professional Appraisal Practice ("CUSPAP") and the following conditions:

1. This report is prepared only for the client and authorized users specifically identified in this report and only for the specific use identified herein. No other person may rely on this report or any part of this report without first obtaining consent from the client and written authorization from the authors. Liability is expressly denied to any other person and, accordingly, no responsibility is accepted for any damage suffered by any other person as a result of decisions made or actions taken based on this report. Liability is expressly denied for any unauthorized user or for anyone who uses this report for any use not specifically identified in this report. Payment of the appraisal fee has no effect on liability. Reliance on this report without authorization or for an unauthorized use is unreasonable.
2. Because market conditions, including economic, social and political factors, may change rapidly and, on occasion, without warning, this report cannot be relied upon as of any date other than the effective date specified in this report unless specifically authorized by the author(s).
3. The author will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The property is appraised on the basis of it being under responsible ownership. No registry office search has been performed and the author assumes that the title is good and marketable and free and clear of all encumbrances. Matters of a legal nature, including confirming who holds legal title to the appraised property or any portion of the appraised property, are outside the scope of work and expertise of the appraiser. Any information regarding the identity of a property's owner or identifying the property owned by the listed client and/or applicant provided by the appraiser is for informational purposes only and any reliance on such information is unreasonable. Any information provided by the appraiser does not constitute any title confirmation. Any information provided does not negate the need to retain a real estate lawyer, surveyor or other appropriate experts to verify matters of ownership and/or title.
4. Verification of compliance with governmental regulations, bylaws or statutes is outside the scope of work and expertise of the appraiser. Any information provided by the appraiser is for informational purposes only and any reliance is unreasonable. Any information provided by the appraiser does not negate the need to retain an appropriately qualified professional to determine government regulation compliance.
5. No survey of the property has been made. Any sketch in this report shows approximate dimensions and is included only to assist the reader of this report in visualizing the property. It is unreasonable to rely on this report as an alternative to a survey, and an accredited surveyor ought to be retained for such matters.
6. This report is completed on the basis that testimony or appearance in court concerning this report is not required unless specific arrangements to do so have been made beforehand. Such arrangements will include, but not necessarily be limited to: adequate time to review the report and related data, and the provision of appropriate compensation.

7. Unless otherwise stated in this report, the author has no knowledge of any hidden or unapparent conditions (including, but not limited to: its soils, physical structure, mechanical or other operating systems, foundation, etc.) of/on the subject property or of/on a neighbouring property that could affect the value of the subject property. It has been assumed that there are no such conditions. Any such conditions that were visibly apparent at the time of inspection or that became apparent during the normal research involved in completing the report have been noted in the report. This report should not be construed as an environmental audit or detailed property condition report, as such reporting is beyond the scope of this report and/or the qualifications of the author. The author makes no guarantees or warranties, express or implied, regarding the condition of the property, and will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. The bearing capacity of the soil is assumed to be adequate.

8. The author is not qualified to comment on detrimental environmental, chemical or biological conditions that may affect the market value of the property appraised, including but not limited to pollution or contamination of land, buildings, water, groundwater or air which may include but are not limited to moulds and mildews or the conditions that may give rise to either. Any such conditions that were visibly apparent at the time of inspection or that became apparent during the normal research involved in completing the report have been noted in the report. It is an assumption of this report that the property complies with all regulatory requirements concerning environmental, chemical and biological matters, and it is assumed that the property is free of any detrimental environmental, chemical legal and biological conditions that may affect the market value of the property appraised. If a party relying on this report requires information about or an assessment of detrimental environmental, chemical or biological conditions that may impact the value conclusion herein, that party is advised to retain an expert qualified in such matters. The author expressly denies any legal liability related to the effect of detrimental environmental, chemical or biological matters on the market value of the property.

9. The analyses set out in this report relied on written and verbal information obtained from a variety of sources the author considered reliable. Unless otherwise stated herein, the author did not verify client-supplied information, which the author believed to be correct.

10. The term "inspection" refers to observation only as defined by CUSPAP and reporting of the general material finishing and conditions observed for the purposes of a standard appraisal inspection. The inspection scope of work includes the identification of marketable characteristics/amenities offered for comparison and valuation purposes only.

11. The opinions of value and other conclusions contained herein assume satisfactory completion of any work remaining to be completed in a good and workmanlike manner. Further inspection may be required to confirm completion of such work. The author has not confirmed that all mandatory building inspections have been completed to date, nor has the availability/issuance of an occupancy permit been confirmed. The author has not evaluated the quality of construction, workmanship or materials. It should be clearly understood that this visual inspection does not imply compliance with any building code requirements as this is beyond the professional expertise of the author.

12. The contents of this report are confidential and will not be disclosed by the author to any party except as provided for by the provisions of the CUSPAP and/or when properly entered into evidence of a duly qualified judicial or quasi-judicial body. The author acknowledges that the information collected herein is personal and confidential and shall not use or disclose the contents of this report except as provided for in the provisions of the CUSPAP and in accordance with the author's privacy policy. The client agrees that in accepting this report, it shall maintain the confidentiality and privacy of any personal information contained herein and shall comply in all material respects with the contents of the author's privacy policy and in accordance with the PIPEDA.

13. The author has agreed to enter into the assignment as requested by the client named in this report for the use specified by the client, which is stated in this report. The client has agreed that the performance of this report and the format are appropriate for the intended use.

14. This report, its content and all attachments/addendums and their content are the property of the author. The client, authorized users and any appraisal facilitator are prohibited, strictly forbidden, and no permission is expressly or implicitly granted or deemed to be granted, to modify, alter, merge, publish (in whole or in part) screen scrape, database scrape, exploit, reproduce, decompile, reassemble or participate in any other activity intended to separate, collect, store, reorganize, scan, copy, manipulate electronically, digitally, manually or by any other means whatsoever this appraisal report, addendum, all attachments and the data contained within for any commercial, or other, use.

15. If transmitted electronically, this report will have been digitally signed and secured with personal passwords to lock the appraisal file. Due to the possibility of digital modification, only originally signed reports and those reports sent directly by the author can be reasonably relied upon.

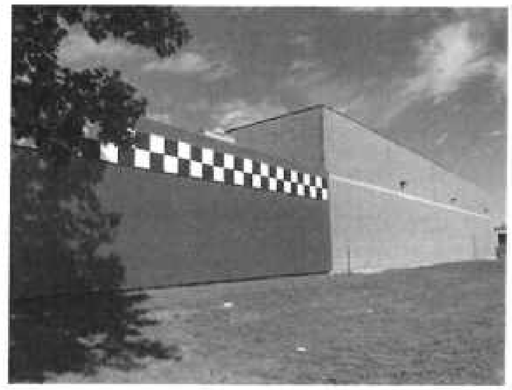
16. This report form is the property of Frost Valuations Inc. Use by any other person is a violation of copyright.

17. Where the intended use of this report is for financing or mortgage lending or mortgage insurance, it is a condition of reliance on this report that the authorized user has or will conduct lending, underwriting and insurance underwriting and rigorous due diligence in accordance with the standards of a reasonable and prudent lender or insurer, including but not limited to ensuring the borrower's demonstrated willingness and capacity to service his/her debt obligations on a timely basis, and to conduct loan underwriting or insuring due diligence similar to the standards set out by the Office of the Superintendent of Financial Institutions (OSFI), even when not otherwise required by law. Liability is expressly denied to those that do not meet this condition. Any reliance on this report without satisfaction of this condition is unreasonable.

18. As of the date of this report Canada and the Global Community is experiencing unprecedented measures undertaken by various levels of government to curtail health related impacts of the Covid-19 Pandemic. The duration of this event is not known. While there is potential for negative impact with respect to micro and macro-economic sectors, as well as upon various real estate markets, it is not possible to predict such impact at present, or the impact of current and future government countermeasures. There is some risk that the Covid-19 Pandemic increases the likelihood of a global recession, however without knowledge of further anticipated government countermeasures at the national and global levels it is not possible to predict any impact at this point in time. Accordingly, this point-in-time valuation assumes the continuation of current market conditions, and that current longer-term market conditions remain unchanged. Given the market uncertainties of the Covid-19 pandemic, a force majeure event, we reserve the right to revise the value estimation set out in this report for a fee, with an update appraisal report under a separate appraisal engagement, incorporating market information available at that time.

PHOTOGRAPHS OF SUBJECT PROPERTY

View of Front Elevation



View of East Elevation

View along South/West Elevation

View along West Elevation

View West along Stony Plain Road

View East along Stony Plain Road

PHOTOGRAPHS OF SUBJECT PROPERTY

Loading Dock

Rear

Side Parking

Front Parking

West Entrance

South Entrance

PHOTOGRAPHS OF SUBJECT PROPERTY

View of South Retail Entrance

Retail

Front Retail

Retail Counter

Front Retail

Front Retail

PHOTOGRAPHS OF SUBJECT PROPERTY

Warehouse

Warehouse

Warehouse

Warehouse

Warehouse

Warehouse

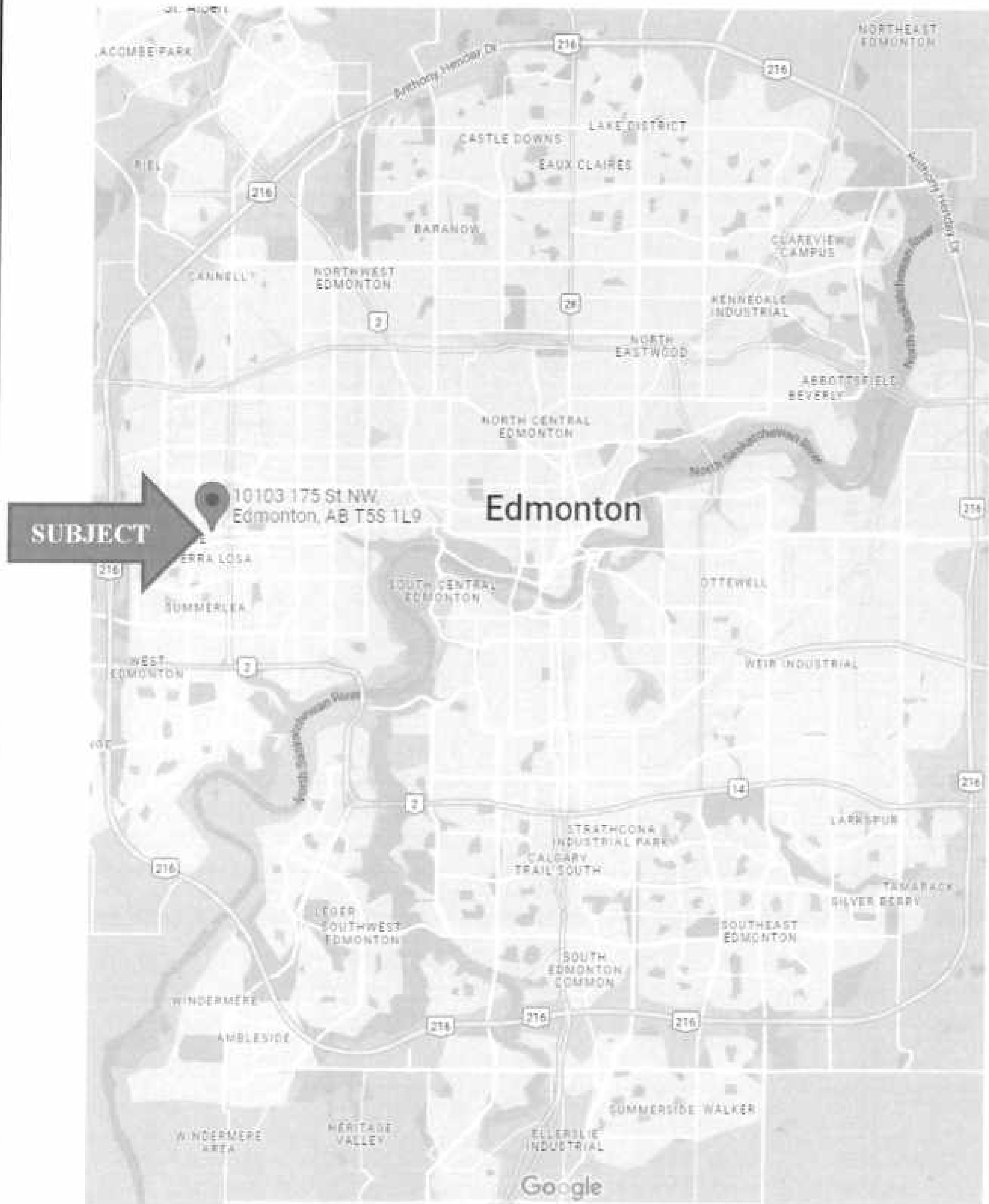
PHOTOGRAPHS OF SUBJECT PROPERTY

Warehouse

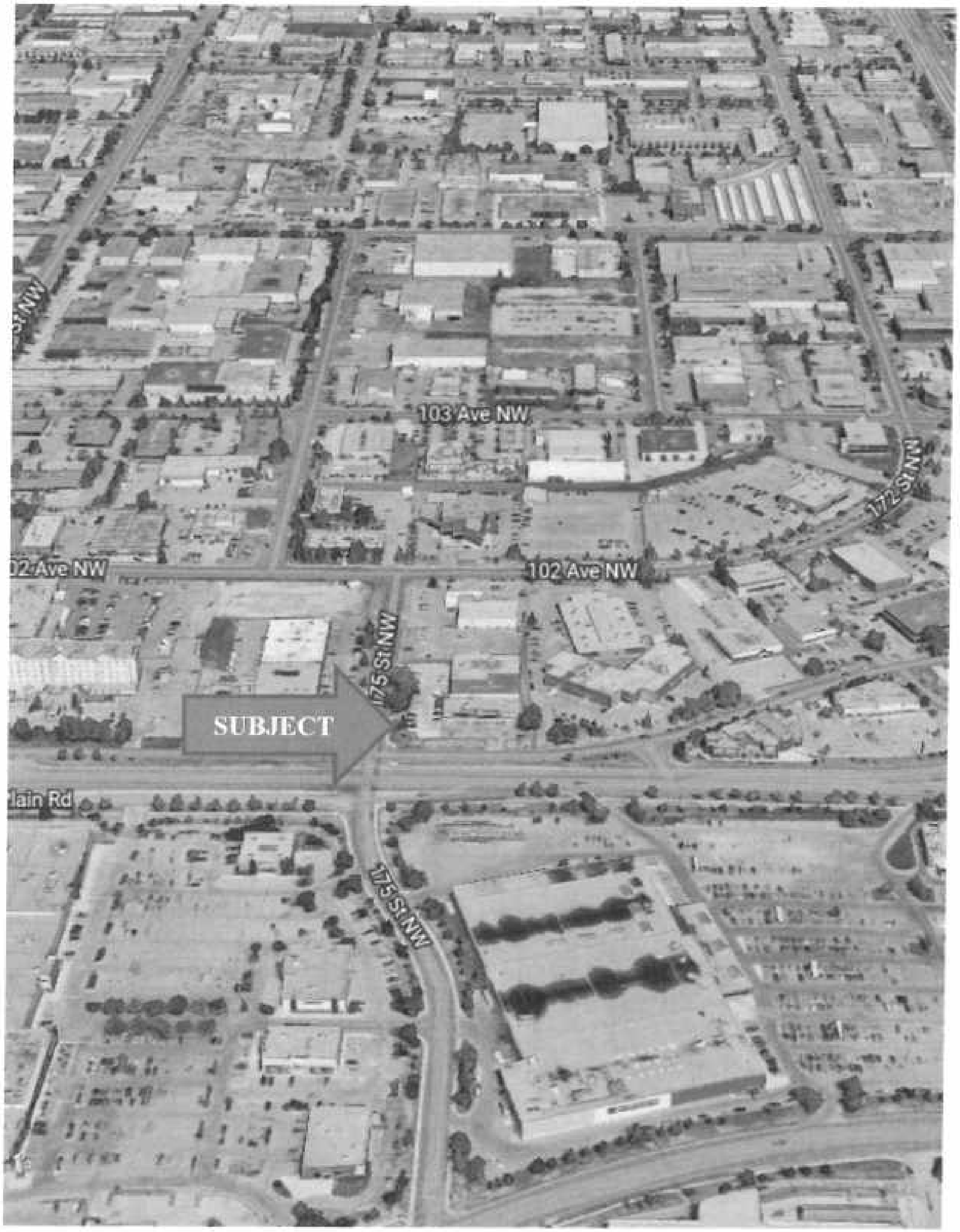
Warehouse

Kitchen

Boardroom



General Location Map



Neighborhood Location Map

LAND TITLE CERTIFICATE

S

LINC	SHORT LEGAL	TITLE NUMBER
0014 065 461	7722579;2;7	052 462 605

LEGAL DESCRIPTION
PLAN 7722579
BLOCK 2
LOT 7
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 0.543 HECTARES (1.34 ACRES) MORE OR LESS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;25;53;4;SE

MUNICIPALITY: CITY OF EDMONTON

REFERENCE NUMBER: 002 087 390

REGISTERED OWNER(S)

REGISTRATION	DATE(DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
052 462 605	21/10/2005	TRANSFER OF LAND	$2,300,000	$2,300,000

OWNERS

1194038 ALBERTA LTD.
OF 1304 WELBOURN LANE
EDMONTON
ALBERTA T6M 2M2

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
092 096 831	31/03/2009	CAVEAT RE : LEASE INTEREST CAVEATOR - CANADIAN TIRE REAL ESTATE LIMITED. BOX 770, STATION K 2180 YONGE ST ATTENTION PRESIDENT TORONTO ONTARIO M4P2V8

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
052 462 605

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
		AGENT - JEFFREY H SELBY
162 289 182	17/10/2016	MORTGAGE MORTGAGEE - BANK OF MONTREAL. 5TH FLOOR, 10199 - 101 STREET, EDMONTON ALBERTA T5J3Y4 ORIGINAL PRINCIPAL AMOUNT: $3,700,000
162 289 183	17/10/2016	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - BANK OF MONTREAL. 5TH FLOOR, 10199 - 101 STREET, EDMONTON ALBERTA T5J3Y4 AGENT - JOHN B WILLIAMS
172 013 417	14/01/2017	MORTGAGE MORTGAGEE - JOGINDER SUNNER MORTGAGEE - GUGGENDEEP JAWANDA BOTH OF: 16404 100 AVE EDMONTON ALBERTA T5P4Y2 ORIGINAL PRINCIPAL AMOUNT: $200,000
182 010 575	13/01/2018	MORTGAGE MORTGAGEE - GUGGENDEEP JAWANDA 16404 100 AVE EDMONTON ALBERTA T5P4Y2 ORIGINAL PRINCIPAL AMOUNT: $60,000

TOTAL INSTRUMENTS: 005

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 7 DAY OF JULY, 2022 AT 02:08 P.M.

ORDER NUMBER: 44894007

CUSTOMER FILE NUMBER:

END OF CERTIFICATE

(CONTINUED)

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

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

This is Exhibit "E"
to the Affidavit of
Alan Dobish
Sworn before me this
7 day of March
A.D. 2023

A Notary Public / A Commissioner for Oaths in and for the Province of Alberta
Amber M. Poburan
Barrister & Solicitor

April 6, 2022

To: Mark Swaenepoel - Vice President, Capital Markets JLL
2101 TD Tower | 10088 102 Avenue NW | Edmonton, AB T5J 2Z1

Dear Mark:

RE: LETTER OF INTENT TO PURCHASE PARTSOURCE BUILDING

This Letter of Intent ("**LOI**") is to confirm **SEDONA INVESTMENTS INC.** and/or its nominee (the "**Purchaser**") is prepared to purchase from **1194038 ALBERTA LTD.** (the "**Vendor**") the lands, buildings and improvements located at **10103 – 175 St NW, Edmonton, AB** and legally described as **Plan 7722579, Block 2, Lot 7** (the "**Property**") free and clear of all Encumbrances except those Permitted Encumbrances that the Purchaser agrees to assume.

1. **Definitions.** In this LOI, the following terms shall have the following respective meanings:

   (a) "**Agent**" means JLL Canada;
   (b) "**Business Day**" means any day other than a Saturday, Sunday or any statutory holiday in the Province of Alberta;
   (c) "**Closing**" means the transactions to be contemplated in the Purchase Agreement on the Closing Date;
   (d) "**Closing Date**" means **June 20, 2022** or such other date as the parties may agree to in writing;
   (e) "**Encumbrances**" means all liens, mortgages, security interests, unpaid or outstanding claims or demands, charges, burdens and encumbrances, registered or unregistered, affecting the Property;
   (f) "**Purchaser's Conditions**" has the meaning set forth in Section 8; and
   (g) "**Purchaser's Condition Date**" means **THIRTY (30) days** after execution of the Purchase Agreement by both parties.

2. **Purchase Agreement.** A Purchase Agreement will be entered into and mutually agreed upon no later than **FIFTEEN (15) BUSINESS DAYS** following acceptance of this LOI, which will include the provisions set out herein, and shall contain reasonable representations and warranties that are customary for transactions of this nature. The Purchase Agreement will further contain an accurate summary and list of all goods and chattels (if any) to be included with the purchase contemplated herein.

3. **Purchase Price.** The total purchase price shall be the sum of **FIVE MILLION FOUR HUNDRED THOUSAND ($5,400,000) DOLLARS** (the "**Purchase Price**") payable as follows:

$	**50,000**	(the "**Initial Deposit**") paid within 48 hours of acceptance of the Purchase Agreement to the Vendor's solicitor, in trust, as an indication of good faith.
$	**350,000**	(the "**Second Deposit**") paid within 48 hours of satisfaction or waiver of the Purchaser's Conditions, payable to the Vendor's solicitor in trust;

$	**5,000,000**	(more or less) subject to normal adjustments ("**Balance of the Purchase Price**") payable on the Closing Date.
$	**5,400,000**	**TOTAL PURCHASE PRICE**

4. **Deposits.** The Initial Deposit and Second Deposit shall be held in a non-interest bearing trust account. The Purchase Agreement will include terms and conditions providing that the Initial Deposit and Second Deposit will be paid as follows:

   (a) the Initial Deposit shall be refundable to the Purchaser should the Purchaser's Conditions not be waived or removed on or before the Purchaser's Condition Date;

   (b) the Initial Deposit and Second Deposit shall be credited on account of the Purchase Price on Closing;

   (c) if, after satisfaction or waiver of the Purchaser's Conditions, the purchase and sale is not completed by reason of the Purchaser's default, the Initial Deposit, Second Deposit and any interest accrued thereon shall be forfeited to the Vendor.

   (d) if, after satisfaction or waiver of the Purchaser's Conditions, the purchase and sale is not completed by reason of the Vendor's default, the Initial Deposit, Second Deposit and any interest accrued thereon shall be returned to the Purchaser.

5. **Payment.** Any monies to be paid by the Purchaser shall be paid to the Vendor's solicitor by way of bank draft, certified cheque or solicitor's trust cheque.

6. **Allocation of Purchase Price.** The Purchase Price shall be allocated between the lands, buildings and chattels in accordance with the allocation to be set forth in the Purchase Agreement.

7. **Interest.** Purchaser agrees to pay to the Vendor interest at the rate of SIX (6%) PERCENT per annum on all monies outstanding from the due dates for payment specified herein until paid (provided failure to pay is the fault of the Purchaser).

8. **Purchaser's Conditions.** The Purchaser's obligations to complete the purchase will be subject to the Purchaser's Conditions set forth below which may be satisfied or waived in writing by the Purchaser on or before the Purchaser's Condition Date:

   (a) the Purchaser being satisfied with its examination of the Property including, without limitation, all documents in the possession or control of the Vendor including - all leases and any related documentation/extension/concession agreements, surveys, real property reports, compliance certificates, title to the property, access and/or easement agreements, service contracts, financial statements/records, building inspection reports, and environmental reports (collectively the "**Inspection Documents**").

9. **Purchaser's Condition Date.** The Purchaser's Conditions are inserted herein for the benefit of the Purchaser and may be satisfied or waived in whole or part by the Purchaser. Unless the Purchaser provides the Initial Deposit and Second Deposit to the Vendor's Solicitor, as well as written notice to the Vendor, on or before 4:00 P.M. on the Purchaser's Condition Date, that the Purchaser's Conditions have been satisfied or waived, the Purchaser's Conditions shall be deemed not to have been satisfied or waived.

10. **Inspection Documents.** The Vendor shall, within FIVE (5) DAYS of execution by both parties of the Purchase Agreement, deliver the Inspection Documents to the Purchaser. If for any reason the transaction is not completed, the Purchaser shall forthwith return the Inspection Documents to the Vendor.

11. **Inspection/Access.** From the date of acceptance of the Purchase Agreement to the Purchaser's Condition Date, the Purchaser shall be granted reasonable access to the Property for purposes of such mechanical, electrical, structural and environment inspections and non-invasive testing that the Purchaser, acting reasonably, deems necessary. Such right of access shall also extend to the Purchaser's consultants. All inspections and testing shall be made at reasonable times and on at least one (1) Business Day's notice to the Vendor and shall be done in the company of a representative of the Vendor if the Vendor so requests.

12. **Assumed Contracts and Lease.**

    (a) The Purchaser shall, on or before the Purchaser's Condition Date deliver notice to the Vendor as to which service, maintenance, or other contracts it elects to assume, if any.

    (b) No new leases, agreements, arrangements or contracts relating to the Property shall be entered into by the Vendor from the time of acceptance of the Purchase Agreement to the Closing Date, without the prior written consent of the Purchaser, such consent not to be unreasonably withheld.

    (c) The lease of the Property shall be current and in good standing on the Closing Date in accordance with its terms (with no defaults on the part of the landlord or tenant), and the Vendor shall provide an estoppel certificate signed by the tenant of such facts prior to the Closing Date.

13. **Rents.** All rents payable pursuant to the lease from and after Closing shall accrue to the benefit of and be paid to the Purchaser.

14. **Risk/Liability.** The Property shall remain at the risk and liability of the Vendor until the completion on the Closing Date, and the Vendor shall maintain at its expense all insurance thereon or in respect of the same until the completion of Closing.

15. **Operation and Management of Property.** The Vendor covenants that it shall continue to operate, manage and maintain the Property until the Closing Date in a manner consistent with past practice but no less than as would a prudent owner of property of comparable type, age, class and location.

16. **Time of the Essence.** Time shall be of the essence of this LOI.

The Purchaser agrees that this LOI (including the contents herein and any ancillary documents provided to the Purchaser) are confidential. The Purchaser agrees not to disclose the contents of this LOI to any person other than its business partners, financial and professional advisors. The Vendor further agrees to negotiate exclusively with the Purchaser with respect to a sale of the Property for a period ending on the earlier of: (a) the date that the Purchaser advises the Vendor that the Purchaser is no longer interested in purchasing the Property; (b) the date that the Vendor and Purchaser execute the Purchase Agreement; or (c) **FIFTEEN (15) BUSINESS DAYS** from the date of acceptance of this LOI. The Vendor understands that a breach of this provision will cause the Purchaser irreparable harm and could not be compensated in money.

Vendor and Purchaser acknowledge and agree that this letter is not intended to be, and should not be construed as an agreement for the sale and purchase of the Property; the terms and conditions for such a sale which may be outlined herein do not necessarily include all of the material terms and conditions which will be required in the Purchase Agreement; the enumeration of certain contingencies, conditions, warranties and representations in this letter is not intended to be exhaustive; and the Purchase Agreement may well contain additional contingencies, conditions, warranties, and representations.

This LOI is open for acceptance until 5:00 p.m. Edmonton Time, on April 8, 2022.

SEDONA INVESTMENTS INC.

SEDONA INVESTMENTS INC. Corporate Seal

Per: ______________________

We accept the foregoing terms of the foregoing LOI this ______ day of April, 2022.

1194038 ALBERTA LTD.

Per: ______________________

This is Exhibit "E" to the Affidavit of Alan Pobish
Sworn before me this 7 day of March A.D. 2023
Notary Public / Commissioner for Oaths in and for the Province
Amber M. Poburan
Barrister & Solicitor

April 12, 2022

To: Mark Swaenepoel - Vice President, Capital Markets JLL
2101 TD Tower | 10088 102 Avenue NW | Edmonton, AB T5J 2Z1

Dear Mark:

RE: LETTER OF INTENT TO PURCHASE PARTSOURCE BUILDING

This Letter of Intent ("**LOI**") is to confirm **SEDONA INVESTMENTS INC.** and/or its nominee (the "**Purchaser**") is prepared to purchase from **1194038 ALBERTA LTD.** (the "**Vendor**") the lands, buildings and improvements located at **10103 – 175 St NW, Edmonton, AB** and legally described as **Plan 7722579, Block 2, Lot 7** (the "**Property**") free and clear of all Encumbrances except those Permitted Encumbrances that the Purchaser agrees to assume.

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   (c) "**Closing**" means the transactions to be contemplated in the Purchase Agreement on the Closing Date;
   (d) "**Closing Date**" means **June 20, 2022** or such other date as the parties may agree to in writing;
   (e) "**Encumbrances**" means all liens, mortgages, security interests, unpaid or outstanding claims or demands, charges, burdens and encumbrances, registered or unregistered, affecting the Property;
   (f) "**Purchaser's Conditions**" has the meaning set forth in Section 8; and
   (g) "**Purchaser's Condition Date**" means **THIRTY (30) days** after execution of the Purchase Agreement by both parties.

2. **Purchase Agreement.** A Purchase Agreement will be entered into and mutually agreed upon no later than **FIFTEEN (15) BUSINESS DAYS** following acceptance of this LOI, which will include the provisions set out herein, and shall contain reasonable representations and warranties that are customary for transactions of this nature. The Purchase Agreement will further contain an accurate summary and list of all goods and chattels (if any) to be included with the purchase contemplated herein.

3. **Purchase Price.** The total purchase price shall be the sum of ~~FIVE MILLION EIGHT HUNDRED THOUSAND ($5,800,000) DOLLARS~~ (the "**Purchase Price**") payable as follows:
SIX MILLION TWENTY FIVE THOUSAND ($6,025,000) DOLLARS

$	**50,000**	(the "**Initial Deposit**") paid within 48 hours of acceptance of the Purchase Agreement to the Vendor's solicitor, in trust, as an indication of good faith.
$	**350,000**	(the "**Second Deposit**") paid within 48 hours of satisfaction or waiver of the Purchaser's Conditions, payable to the Vendor's solicitor in trust;

$5,625,000

$ ~~5,400,000~~ (more or less) subject to normal adjustments ("**Balance of the Purchase Price**") payable on the Closing Date.

$6,025,000

$ ~~5,800,000~~ **TOTAL PURCHASE PRICE**

4. **Deposits.** The Initial Deposit and Second Deposit shall be held in a non-interest bearing trust account. The Purchase Agreement will include terms and conditions providing that the Initial Deposit and Second Deposit will be paid as follows:

   (a) the Initial Deposit shall be refundable to the Purchaser should the Purchaser's Conditions not be waived or removed on or before the Purchaser's Condition Date;

   (b) the Initial Deposit and Second Deposit shall be credited on account of the Purchase Price on Closing;

   (c) if, after satisfaction or waiver of the Purchaser's Conditions, the purchase and sale is not completed by reason of the Purchaser's default, the Initial Deposit, Second Deposit and any interest accrued thereon shall be forfeited to the Vendor.

   (d) if, after satisfaction or waiver of the Purchaser's Conditions, the purchase and sale is not completed by reason of the Vendor's default, the Initial Deposit, Second Deposit and any interest accrued thereon shall be returned to the Purchaser.

5. **Payment.** Any monies to be paid by the Purchaser shall be paid to the Vendor's solicitor by way of bank draft, certified cheque or solicitor's trust cheque.

6. **Allocation of Purchase Price.** The Purchase Price shall be allocated between the lands, buildings and chattels in accordance with the allocation to be set forth in the Purchase Agreement.

7. **Interest.** Purchaser agrees to pay to the Vendor interest at the rate of SIX (6%) PERCENT per annum on all monies outstanding from the due dates for payment specified herein until paid (provided failure to pay is the fault of the Purchaser).

8. **Purchaser's Conditions.** The Purchaser's obligations to complete the purchase will be subject to the Purchaser's Conditions set forth below which may be satisfied or waived in writing by the Purchaser on or before the Purchaser's Condition Date:

   (a) the Purchaser being satisfied with its examination of the Property including, without limitation, all documents in the possession or control of the Vendor including - all leases and any related documentation/extension/concession agreements, surveys, real property reports, compliance certificates, title to the property, access and/or easement agreements, service contracts, financial statements/records, building inspection reports, and environmental reports (collectively the "**Inspection Documents**").

9. **Purchaser's Condition Date.** The Purchaser's Conditions are inserted herein for the benefit of the Purchaser and may be satisfied or waived in whole or part by the Purchaser. Unless the Purchaser provides the Initial Deposit and Second Deposit to the Vendor's Solicitor, as well as written notice to the Vendor, on or before 4:00 P.M. on the Purchaser's Condition Date, that the Purchaser's Conditions have been satisfied or waived, the Purchaser's Conditions shall be deemed not to have been satisfied or waived.

10. **Inspection Documents.** The Vendor shall, within FIVE (5) DAYS of execution by both parties of the Purchase Agreement, deliver the Inspection Documents to the Purchaser. If for any reason the transaction is not completed, the Purchaser shall forthwith return the Inspection Documents to the Vendor.

11. **Inspection/Access.** From the date of acceptance of the Purchase Agreement to the Purchaser's Condition Date, the Purchaser shall be granted reasonable access to the Property for purposes of such mechanical, electrical, structural and environment inspections and non-invasive testing that the Purchaser, acting reasonably, deems necessary. Such right of access shall also extend to the Purchaser's consultants. All inspections and testing shall be made at reasonable times and on at least one (1) Business Day's notice to the Vendor and shall be done in the company of a representative of the Vendor if the Vendor so requests.

12. **Assumed Contracts and Lease.**

    (a) The Purchaser shall, on or before the Purchaser's Condition Date deliver notice to the Vendor as to which service, maintenance, or other contracts it elects to assume, if any.

    (b) No new leases, agreements, arrangements or contracts relating to the Property shall be entered into by the Vendor from the time of acceptance of the Purchase Agreement to the Closing Date, without the prior written consent of the Purchaser, such consent not to be unreasonably withheld.

    (c) The lease of the Property shall be current and in good standing on the Closing Date in accordance with its terms (with no defaults on the part of the landlord or tenant), and the Vendor shall provide an estoppel certificate signed by the tenant on prior to the Closing Date containing confirmation of any lease terms the Purchaser may require clarification of (as advised by the Purchaser to the Vendor prior to the Purchaser's Condition Date).

    (d) The Vendor shall, at its cost, be responsible for replacing (with new) all HVAC units at the Property on or before the Closing Date.

13. **Rents.** All rents payable pursuant to the lease from and after Closing shall accrue to the benefit of and be paid to the Purchaser.

14. **Risk/Liability.** The Property shall remain at the risk and liability of the Vendor until the completion on the Closing Date, and the Vendor shall maintain at its expense all insurance thereon or in respect of the same until the completion of Closing.

15. **Operation and Management of Property.** The Vendor covenants that it shall continue to operate, manage and maintain the Property until the Closing Date in a

manner consistent with past practice but no less than as would a prudent owner of property of comparable type, age, class and location.

16. **Time of the Essence.** Time shall be of the essence of this LOI.

The Purchaser agrees that this LOI (including the contents herein and any ancillary documents provided to the Purchaser) are confidential. The Purchaser agrees not to disclose the contents of this LOI to any person other than its business partners, financial and professional advisors. The Vendor further agrees to negotiate exclusively with the Purchaser with respect to a sale of the Property for a period ending on the earlier of: (a) the date that the Purchaser advises the Vendor that the Purchaser is no longer interested in purchasing the Property; (b) the date that the Vendor and Purchaser execute the Purchase Agreement; or (c) **FIFTEEN (15) BUSINESS DAYS** from the date of acceptance of this LOI. The Vendor understands that a breach of this provision will cause the Purchaser irreparable harm and could not be compensated in money.

Vendor and Purchaser acknowledge and agree that this letter is not intended to be, and should not be construed as an agreement for the sale and purchase of the Property; the terms and conditions for such a sale which may be outlined herein do not necessarily include all of the material terms and conditions which will be required in the Purchase Agreement; the enumeration of certain contingencies, conditions, warranties and representations in this letter is not intended to be exhaustive; and the Purchase Agreement may well contain additional contingencies, conditions, warranties, and representations.

This LOI is open for acceptance until 5:00 p.m., Edmonton Time, on April 15, 2022.

SEDONA INVESTMENTS INC.

SEDONA INVESTMENTS INC. Corporate Seal

Per: ______________________

We accept the foregoing terms of the foregoing LOI this 6 day of April, 2022.

1194038 ALBERTA LTD.

Per: ______________________

April 12, 2022

To: Mark Swaenepoel - Vice President, Capital Markets JLL
2101 TD Tower | 10088 102 Avenue NW | Edmonton, AB T5J 2Z1

Dear Mark:

RE: LETTER OF INTENT TO PURCHASE
PARTSOURCE BUILDING

This Letter of Intent ("**LOI**") is to confirm **SEDONA INVESTMENTS INC.** and/or its nominee (the "**Purchaser**") is prepared to purchase from **1194038 ALBERTA LTD.** (the "**Vendor**") the lands, buildings and improvements located at **10103 – 175 St NW, Edmonton, AB** and legally described as **Plan 7722579, Block 2, Lot 7** (the "**Property**") free and clear of all Encumbrances except those Permitted Encumbrances that the Purchaser agrees to assume.

1. **Definitions.** In this LOI, the following terms shall have the following respective meanings:

   (a) "**Agent**" means JLL Canada;
   (b) "**Business Day**" means any day other than a Saturday, Sunday or any statutory holiday in the Province of Alberta;
   (c) "**Closing**" means the transactions to be contemplated in the Purchase Agreement on the Closing Date;
   (d) "**Closing Date**" means **June 20, 2022** or such other date as the parties may agree to in writing;
   (e) "**Encumbrances**" means all liens, mortgages, security interests, unpaid or outstanding claims or demands, charges, burdens and encumbrances, registered or unregistered, affecting the Property;
   (f) "**Purchaser's Conditions**" has the meaning set forth in Section 8; and
   (g) "**Purchaser's Condition Date**" means **THIRTY (30) days** after execution of the Purchase Agreement by both parties.

2. **Purchase Agreement.** A Purchase Agreement will be entered into and mutually agreed upon no later than **FIFTEEN (15) BUSINESS DAYS** following acceptance of this LOI, which will include the provisions set out herein, and shall contain reasonable representations and warranties that are customary for transactions of this nature. The Purchase Agreement will further contain an accurate summary and list of all goods and chattels (if any) to be included with the purchase contemplated herein.

3. **Purchase Price.** The total purchase price shall be the sum of **FIVE MILLION EIGHT HUNDRED THOUSAND ($5,800,000) DOLLARS** (the "**Purchase Price**") payable as follows:

$	**50,000**	(the "**Initial Deposit**") paid within 48 hours of acceptance of the Purchase Agreement to the Vendor's solicitor, in trust, as an indication of good faith.
$	**350,000**	(the "**Second Deposit**") paid within 48 hours of satisfaction or waiver of the Purchaser's Conditions, payable to the Vendor's solicitor in trust;

$	5,400,000	(more or less) subject to normal adjustments ("**Balance of the Purchase Price**") payable on the Closing Date.
$	5,800,000	**TOTAL PURCHASE PRICE**

4. **Deposits.** The Initial Deposit and Second Deposit shall be held in a non-interest bearing trust account. The Purchase Agreement will include terms and conditions providing that the Initial Deposit and Second Deposit will be paid as follows:

   (a) the Initial Deposit shall be refundable to the Purchaser should the Purchaser's Conditions not be waived or removed on or before the Purchaser's Condition Date;

   (b) the Initial Deposit and Second Deposit shall be credited on account of the Purchase Price on Closing;

   (c) if, after satisfaction or waiver of the Purchaser's Conditions, the purchase and sale is not completed by reason of the Purchaser's default, the Initial Deposit, Second Deposit and any interest accrued thereon shall be forfeited to the Vendor.

   (d) if, after satisfaction or waiver of the Purchaser's Conditions, the purchase and sale is not completed by reason of the Vendor's default, the Initial Deposit, Second Deposit and any interest accrued thereon shall be returned to the Purchaser.

5. **Payment.** Any monies to be paid by the Purchaser shall be paid to the Vendor's solicitor by way of bank draft, certified cheque or solicitor's trust cheque.

6. **Allocation of Purchase Price.** The Purchase Price shall be allocated between the lands, buildings and chattels in accordance with the allocation to be set forth in the Purchase Agreement.

7. **Interest.** Purchaser agrees to pay to the Vendor interest at the rate of SIX (6%) PERCENT per annum on all monies outstanding from the due dates for payment specified herein until paid (provided failure to pay is the fault of the Purchaser).

8. **Purchaser's Conditions.** The Purchaser's obligations to complete the purchase will be subject to the Purchaser's Conditions set forth below which may be satisfied or waived in writing by the Purchaser on or before the Purchaser's Condition Date:

   (a) the Purchaser being satisfied with its examination of the Property including, without limitation, all documents in the possession or control of the Vendor including - all leases and any related documentation/extension/concession agreements, surveys, real property reports, compliance certificates, title to the property, access and/or easement agreements, service contracts, financial statements/records, building inspection reports, and environmental reports (collectively the "**Inspection Documents**").

9. **Purchaser's Condition Date.** The Purchaser's Conditions are inserted herein for the benefit of the Purchaser and may be satisfied or waived in whole or part by the Purchaser. Unless the Purchaser provides the Initial Deposit and Second Deposit to the Vendor's Solicitor, as well as written notice to the Vendor, on or before 4:00 P.M. on the Purchaser's Condition Date, that the Purchaser's Conditions have been satisfied or waived, the Purchaser's Conditions shall be deemed not to have been satisfied or waived.

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manner consistent with past practice but no less than as would a prudent owner of property of comparable type, age, class and location.

16. **Time of the Essence.** Time shall be of the essence of this LOI.

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Vendor and Purchaser acknowledge and agree that this letter is not intended to be, and should not be construed as an agreement for the sale and purchase of the Property; the terms and conditions for such a sale which may be outlined herein do not necessarily include all of the material terms and conditions which will be required in the Purchase Agreement; the enumeration of certain contingencies, conditions, warranties and representations in this letter is not intended to be exhaustive; and the Purchase Agreement may well contain additional contingencies, conditions, warranties, and representations.

This LOI is open for acceptance until 5:00 p.m., Edmonton Time, on April 15, 2022.

SEDONA INVESTMENTS INC.

SEDONA INVESTMENTS INC. Corporate Seal

Per: ______________________

We accept the foregoing terms of the foregoing LOI this ______ day of April, 2022.

1194038 ALBERTA LTD.

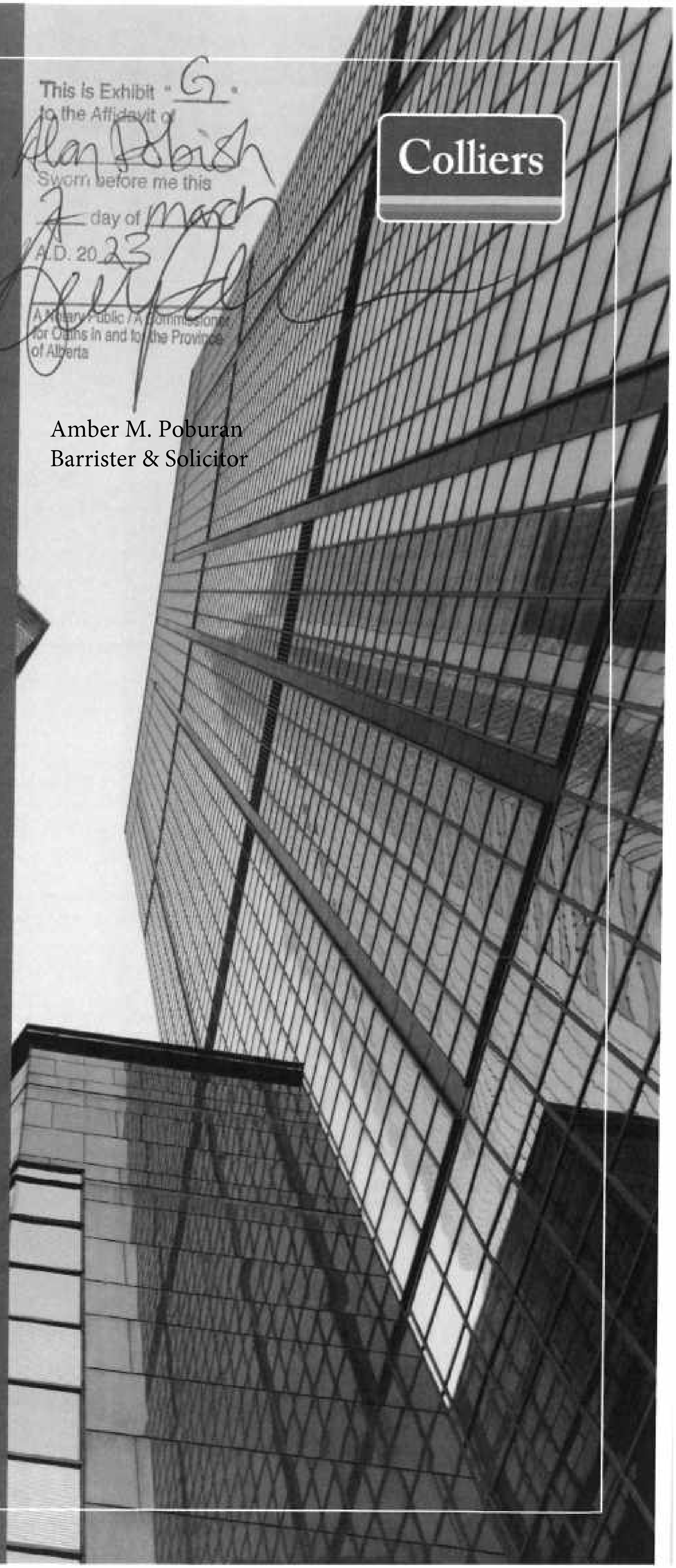
Per: ______________________

This is Exhibit "G"
to the Affidavit of
Alan Pobish
Sworn before me this
7 day of March
A.D. 2023

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

Amber M. Poburan
Barrister & Solicitor

Colliers



Q4 2022

Canada Cap Rate Report

Accelerating success.

Edmonton

Q4 2022

What's Trending?

- The Edmonton office market experienced a mildly positive 2022. Although the Downtown has suffered due to people working from home, the suburban market has thrived. For the first nine months of the year, positive absorption of 212,082 square feet has been recorded in Metro Edmonton. Rents have stabilized but capitalization rates will most likely nudge higher in 2023.
- Net absorption of industrial space this year is expected to approach five million square feet in Metro Edmonton and the vacancy rate is set to fall below 4%. Rental rates continue to trend higher and new construction will approach four million square feet. Capitalization rates have not increased tangibly although recent interest rate hikes may cause upward pressure in 2023.
- Shopping centre sales slowed in 2022 due primarily to interest rate concerns. Capitalization rates increased marginally during the year although this increase was muted by the renewed expectation of rental increases. Significant new construction, particularly in Southwest Edmonton, will result in a relatively balanced market in 2023.
- High levels of inter-provincial and international migration continue to benefit the multi-family market in Metro Edmonton. Furthermore, stalling house prices and rising interest rates have resulted in a greater pool of renters. Although capitalization rate premiums in the city continue to entice investors from other provinces, increases to interest rates have resulted in elevated capitalization rates.

Perry Gereluk
Vice President, Edmonton
perry.gereluk@colliers.com
+1 780 969 2979

Downtown Office

Class A		Class B		Q4 Prediction	
Low	High	Low	High	A	B
6.75%	8.00%	7.25%	9.00%	▲	▲

Suburban Office

Class A		Class B		Q4 Prediction	
Low	High	Low	High	A	B
6.75%	7.75%	7.00%	8.50%	▲	▲

Industrial

Class A		Class B		Q4 Prediction	
Low	High	Low	High	A	B
5.50%	6.50%	6.00%	7.00%	▲	▲

Retail

Regional/ Power		Grocery/ Community		Neighbourhood/ Strip		Q4 Prediction		
Low	High	Low	High	Low	High	R	G	N
5.75%	6.75%	5.75%	6.75%	5.75%	6.75%	▲	▲	▲

Multi-Family Apartment

High-Rise		Low-Rise		Q4 Prediction	
Low	High	Low	High	H	L
4.50%	5.50%	4.75%	5.75%	▲	▲

ATB FINANCIAL
PAYOUTS TEAM (TRANSIT #906)
3699 - 63 AVENUE NE
CALGARY AB T3J 0G7

This is Exhibit "H"
to the Affidavit of
Alan Dolash
Sworn before me this
7 day of March
A.D. 2023

A Notary Public / A Commissioner for Oaths in and for the Province of Alberta
Amber M. Poburan
Barrister & Solicitor

October 03, 2016

1194038 Alberta Ltd.
1304 Welbourn Lane NW
Edmonton AB
Attention: Ron Tester

Dear Sir or Madam:

Re: Statement of Advances
1194038 Alberta Ltd.
1304 WELBOURN Lane NW,
Edmonton AB, T5S 1L9

Details of the advances as at payout date October 03, 2016 are as follows:

Loan # 01: 775-22422942800 - Fixed

A. Principal Balance	$2,490,349.44
B. Accrued Interest	$614.06
C. Prepayment Penalty	$22,000.00
D. TOTAL as at Statement Date	$2,512,963.50

Per Diem is $307.03

Loan # 02: 775-29633293500 - Variable

A. Principal Balance	$568,687.02
B. Accrued Interest	$146.46
C. Prepayment Penalty	$ .00
D. TOTAL as at Statement Date	$568,833.48

Per Diem is $73.23

This Statement is issued subject to any errors and omissions. Adjustments will be necessary if any entries are reversed or if taxes and/or sundry items are paid.

CONDITIONS OF STATEMENT

1. This statement is valid to the statement date.
2. All installments are paid and honored, when due, and that there are no further charges or advances to the loan.
3. The variable rate advances can change with any change to the Prime rate and **you should contact the writer to verify the balances on the Payout Date.**
4. All relative discharges will be forwarded in due course upon receipt of funds.
5. Funds are to be guaranteed, i.e. certified cheque, bank draft or lawyer's trust cheque.

ATB Financial™

CMLS Financial®

This is Exhibit " I "
to the Affidavit of
Alan Dobish
Sworn before me this
7 day of March
A.D. 2023

A Notary Public / A Commissioner for Oaths in and for the Province of Alberta
Amber M. Poburan
Barrister & Solicitor

August 2, 2016

Re: **Letter of Interest:** **Mortgage Financing**
Property: **"Part Source Building", 10103 175 Street, Edmonton, Ab**

We refer to our recent correspondence and confirm that we would be receptive to an application for mortgage financing on the above property on the following main terms and conditions:

BORROWER: Alberta Incorporated entity which owns subject property

GUARANTORS: Personal recourse of substance, limited to loan amount.

LOAN AMOUNT: To be determined in lender formal review, which is to include review of current building reports, borrower documents, and property historical and YTD operating statements

For application purposes, based on support documents received, NOI of $309K proven out will yield adequate DSC to achieve up to **$3,750,000.00 loan amount**

PURPOSE: To provide re-financing and equity withdrawal on subject property

FUNDING: Single advance of funds on or before September 20, 2016. The CMLS advance will incorporate an A and B piece (first and second charge) against subject. Approximate loan amount of A: $3,300,000, and B: $450,000

TERM: 5 or 7 years. Borrower will state preference at sign back of this letter

AMORTIZATION: Up to 25 years

INTEREST RATE: The interest rate will be set within 30 days prior to funding at 351 basis points over the then current bid side yield on the Government of Canada (GOC) bond with a maturity date most closely matching the loan maturity date, or an appropriate interpolation. Interest rates are compounded semi-annually, not in advance.

5 Year term: (Based on current bond yields, if fixed today, the interest rate would have been approximately 4.20% (5-yr GOC was .69), on a blended basis of combining A and B piece).

7 year term: (Based on current bond yields, if fixed today, the interest rate would have been approximately 4.33% (5-yr GOC was .84), on a blended basis of combining A and B piece).

PREPAYMENT PRIVILEGE: A Piece: The Borrower has the right to repay the loan with a "yield maintenance fee" which is calculated based on reinvesting the outstanding balance of the loan at Government of Canada Bond Yield for the remaining mortgage term or three month's interest whichever is the greater. B Piece: Open after 36 months of interest collected, provided borrower gives 60 days written notice to lender

MONTHLY PAYMENT: Blended principal and interest payments paid monthly on the first or fifth day of each month. Monthly payments of property taxes may also be required unless the Borrower is approved by Lender to enroll in the auto-tax monthly payment program with the City.

SECURITY:

1. Mortgage charges over the subject property. 2 sets of mortgage documents reflecting A and B piece lenders.
2. General Assignment of Rents.
3. General Security Agreement.
4. Guarantee(s) from owners or beneficiaries of borrower of greater than 20%
5. Estoppel
6. Any other security reasonably required by the Lender and its counsel.

CONDITIONS PRECEDENT/ INFORMATION: CMLS Financial Ltd. will require the following information to be accepted as satisfactory to the Lender in order to complete this application (some items have already been received by lender):

1. Current (past 12 months) building reports, being an appraisal (received), building condition report, and environmental report that lender is then able to rely on for mortgage lending purposes (to be requested during a closing process).
2. Copies of any/all leases, renewals, tenant agreements
3. An Inspection of the Property by an authorized representative of CMLS Financial Ltd.
4. Details of any capex completed in past 5 years, plus any planned capex in near future (i.e. roof, structural, mechanical, Tenant improvements)
5. 3 years historical operating statements and most recent YTD for subject property
6. CMLS personal net worth statement completed by Guarantor(s)
7. CMLS Broker mandate signed by Borrower, reflecting that CMLS will be in control of placing the A piece with in-house funds, and

B piece placed with a third party lender that CMLS chooses.

8. Any other information reasonably required by the Lender in order to complete its due diligence.

INSURANCE: A current insurance review on which the Lender may rely. The Lender will forward all policies to our insurance consultant for their review.

SURVEY: An up-to-date real property report or title insurance for the property will be required.

CREDIT INFORMATION: By this letter, I/we hereby authorize CMLS Financial Ltd. to obtain any background information it deems necessary concerning this application, including but not confined to, reports from the credit bureaus, retail credit company, Dun & Bradstreet, or any other source or agency that CMLS Financial Ltd. considers appropriate. I/We hereby expressly consent and authorize CMLS to collect, use, or disclose to third parties the Personal Information as required and as permitted pursuant to the PIPEDA or other laws. Such third parties may include mortgage loan investors, mortgage loan trustees, law firms, insurance companies, credit bureaus or other third parties involved in the mortgage loan industry.

BORROWER COSTS: The Borrower will be responsible for legal services, property survey or real property report, insurance review, and third party reporting costs associated with the mortgage.

COMMITMENT FEE: Non-Refundable Commitment Fee: 0.85% of the total loan Amounts

REFUNDABLE STANDBY FEE: At the time of the Letter of Commitment, a refundable Standby Fee in the amount of 1.0% (1.5% for 7 year) of the loan amount payable to CMLS FINANCIAL LTD. "IN TRUST" will be required and will be refunded at the time of the advance. If the loan does not proceed, the standby fee will be retained by the Lender as compensation to the Lender for reserving the funds during the term of the Commitment to fund the loan.

GOOD FAITH DEPOSIT: In returning this letter duly executed as acceptance of the above terms and conditions, Borrower to provide a Good Faith Deposit in amount of $3000 payable to **CMLS FINANCIAL LTD. "IN TRUST"**.

If you accept this letter of interest and CMLS issues a Commitment Letter substantially under the basic terms and conditions outlined herein, and the loan subsequently does not proceed, the $3000 Good Faith Deposit will be retained as compensation to the Lender for work completed.

If the above general terms and conditions are acceptable to you, we would ask that you sign and return a copy of this letter to us by email by **no later than August 8, 2016**.

The preceding is not a commitment to provide Mortgage Financing, but an expression of interest in entertaining an application for financing. All terms and conditions outlined will be subject to credit committee approval.

Yours very truly,
CMLS FINANCIAL LTD.

Steven Hart, Managing Director

The above terms and conditions accepted and agreed to this _____ day of _____________, 2016.

BORROWER:

Per: ______________________________
I/We have the authority to bind the company
Name:

GUARANTOR(S):

____

____

____

This is Exhibit " J "
to the Affidavit of
Alan Dobish
Sworn before me this
7 day of March
A.D. 2023

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

Amber M. Poburan
Barrister & Solicitor

September 22, 2016

ATB Financial
15548 Stony Plain Road
Edmonton, Alberta
T5P 3Z2

The Manager
BMO Bank of Montreal
10199-101 Street
Edmonton, Alberta

Attention: Christopher Cameron
Commercial Account Manager

Dear Sir;

Subject: 1194038 Alberta Ltd.

With reference to the subject company Allan Dobish has made a request that we provide some history of ATB's dealings with the company and other business that has been conducted with ATB. We understand that BMO is considering financing to assist the company.

In regards to the subject company they have dealt with ATB since May 2009 when financing was provided with respect to the building that houses Part Source on Stony Plain Road.

We can confirm that monthly loan payments have been made as agreed on all loans provided to the company since inception with no follow up for payments. In addition to the original financing in 2009 ATB approved additional loans for the company using the cash flow from the lease provided by Parts Source.

The Parts Source (Canadian Tire) direct deposits their monthly rental into the account on the first of each month and the monthly rental has always been on time with no delays.

In addition to the 1194038 Alberta Ltd business Mr. Dobish also owns Trespass Music Ltd and ATB does not provide financing to this entity other than a Business MasterCard. This company has dealt with ATB since 1997.

Mr. Dobish also has personal dealings with ATB in the form of Home Equity Lines of Credit and also has RSP's with ATB. Dealings on a personal appear to be satisfactory as well.

Should you require anything else please contact me at 780-886-4246.

Yours truly,
Via email

Ron Tester
Relationship Manager

ATB Financial™

SAVING | BORROWING | INVESTING | KNOW-HOW

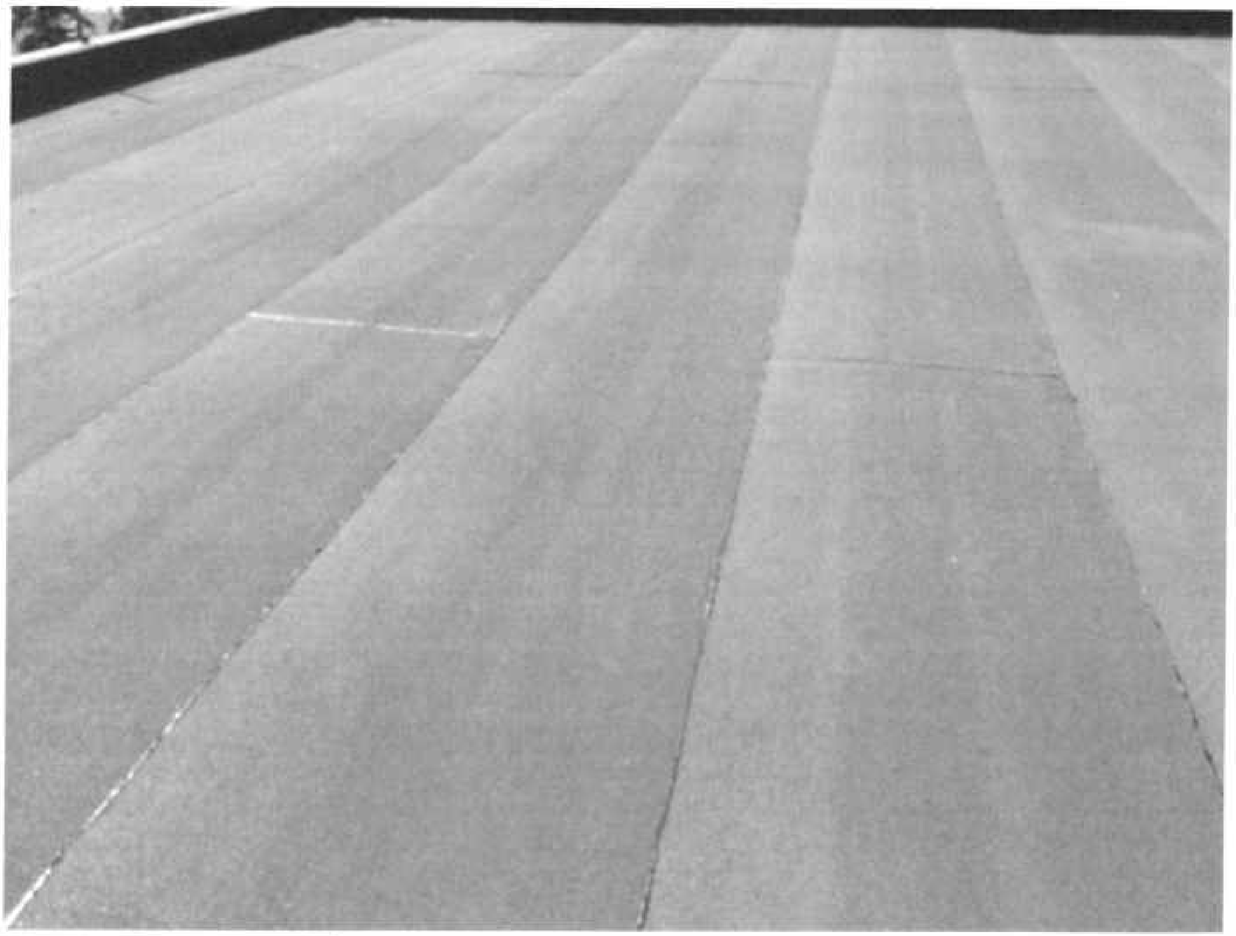
This is Exhibit "K"
to the Affidavit of
Alan Polish
Sworn before me this
7 day of March
A.D. 20 23
A Notary Public / A Commissioner for Oaths in and for the Province of Alberta

Amber M. Poburan
Barrister & Solicitor

West Point
ROOFING INC.

2017

ROOFING PROJECT COMPLETED



4697 - Parts Source

Peter Coscolin

West Point Roofing

6/14/2017

West Point
ROOFING INC.

ADDRESS OF PROPERTY:

10103 - 175 St, Edmonton

PREPARED FOR:

Mr. Al Dobish

Prepared By:

West Point Roofing / Jayson Global Roofing
9735 62 Ave
Edmonton, AB Canada T6E 0E4
780.439.2232 Office
780.504.1968 Cell
780.641.0770 Fax

ROOFING & EXTERIORS FOR OVER 30 YEAR
MAIN SITE
http://www.jaysonglobal.com

REFERENCES
http://www.jaysonglobal.com/about/testimonials/

Report Number:

WP – 4697 A

Consultant:

Peter Coscolin

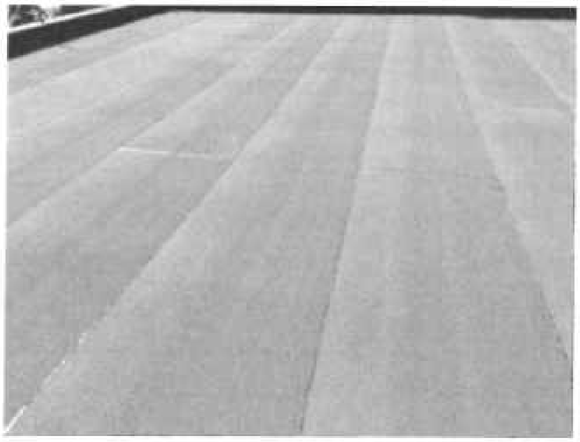
FLAT ROOFING WORKS

FLAT ROOFING WORKS






FLAT ROOFING AREAS COMPLETED







West Point
ROOFING INC.

MAINTENANCE CHECK LIST

Roof System: SBS
Owner/Building Name: Parts Source
Location: 10103 - 175 St, Edmonton
Month End: May - 2017

CHECK LIST FOR FLAT ROOF AREA

Areas to be maintained and checked (if applicable):

Checked 1 Condition Poor 2 Condition fair 3 Not Applicable NA

1. Main Roof Condition

- ✓ Visual check of the membrane for water tightness 1
- ✓ General Condition 1
- ✓ Check for any new equipment/alterations NA
- ✓ Check surface condition 1
- ✓ Check the roof area for any blistering, splitting or fish mouthing 1
- ✓ Check laps joints, up-stand details for any damage 1
- ✓ Check mechanical fastening elements 1
- ✓ Visual check of outlets, Visual check of gutters 1
- ✓ Overall condition 1

REMARKS: ______

2. Flashings on roof area

- ✓ Visual check for stress cracks, splits 1
- ✓ General condition of all flashing details 1
- ✓ Check caulking on all counter flashings, brick walls 1
- ✓ Check all B-vents, goosenecks, plumbing stacks are secured 1
- ✓ Check the condition of sky lights and kerbs 1
- ✓ Check for any blistering, splitting around penetrations 1
- ✓ Check down pipes and mechanical fastening system on flashings 1
- ✓ Overall condition 1

REMARKS: ______

3. Roof perimeter

✓ Visual check for stress cracks, splits on metal work at perimeters	1
✓ Check existing perimeters for any corrosion	1
✓ Check laps and joints on metal work	1
✓ Check the mechanical fastening elements at perimeters	1
✓ Check roof edge trims	1
✓ Check all roof anchors	N/A
✓ Check wall connection and profile details at perimeters	1
✓ Check fascia boards / Siding and gutters at perimeters	1
✓ Overall condition	1

REMARKS ______________________________

SUMMARY/COMMENTS:

Note:

Would recommend a review again end of October weather permitting.

Yours sincerely

Peter Coscolin

Commercial & Residential
Flat Roofing Sales Consultant

780.504.1968 Cell
peter@westpointroofing.com

West Point Roofing Inc & Jayson Global Roofing Inc.

Office: 780.439.2232 | Peter@JaysonGlobal.com
Direct: 780.504.1968 | www.JaysonGlobal.com | www.WestPointRoofing.com
Fax: 780.641.0770 | 11838 160 Street, Edmonton, Alberta, T5V 1C9

*BE SURE TO VISIT OUR SHOWROOM!

Jayson
GLOBAL ROOFING

ROOFING & EXTERIORS FOR OVER 30 YEAR

Invoice

R O O F I N G I N C.
9810 62 Ave NW
Edmonton AB
T6E 0E3

P: 780 439 2232
F: 780 435 0436

Date	Invoice No.
6/27/2017	5315

Invoice To

1304 Welbourn Lane
1194038, AB T6M-2M2
Al Dobish

Project

10103 175 Street
Edmonton, AB T5S-1L9

Purchase Order No.	Terms	Project	Rep
Signed Proposal	Due on receipt	WP-7390, FP, Parts Source	PC

Description	Qty	Rate	Amount
Supply and install a new 2 ply SBS roof system as per West Point Proposal #4697	1	59,770.00	59,770.00
GST On Sales		5.00%	2,988.50

Thank you for choosing us for your roofing needs.

Subtotal	$59,770.00
GST	$2,988.50
Total	$62,758.50
Payments/Credits	$0.00
Balance Due	$62,758.50

GST No. 857815765
WCB No. 5427308

BMO Bank of Montreal

BMO Bank of Montreal
Main Branch
10199-101 Street
Edmonton, Alberta
Telephone No (780) 408-0945
Fax No (780) 408-0430
Christopher S. Cameron
Commercial Account Manager

This is Exhibit "L"
to the Affidavit of
Alan Dobish
Sworn before me this
7 day of March
A.D. 2023
A Notary Public, A Commissioner
for Oaths in and for the Province
of Alberta
Amber M. Poburan
Barrister & Solicitor

September 14, 2016

1194038 Alberta Ltd
10103-175 Street
Edmonton, Alberta

Dear Mr. Al Dobish,

Bank of Montreal is pleased to advise that we have approved the following Canadian Dollar Credit Facilities for 936851 Alberta Ltd. This letter sets forth the terms and conditions under which the Bank of Montreal (hereinafter referred to as the "Bank") has authorized the granting of credit facilities to 1194038 Alberta Ltd. (hereinafter referred to as the "Borrower").

You may accept our offer by returning the enclosed duplicate of this letter, signed as indicated below, by 4 p.m. on or before **September 23, 2016** or our offer will automatically expire.

We wish to thank you for the opportunity to provide banking facilities for your business and look forward to ongoing mutually beneficial banking relationship.

Should you have any questions in this regard, please contact the undersigned at 780 408-0945

Yours truly,
BMO Bank of Montreal

Cameron

Christopher S. Cameron
Commercial Account Manager

Borrower: 1194038 Alberta Ltd

Guarantor: Al Dobish, for 100% of loan advance

Purpose of the Funds	Amount	Source of Funds	Amount
Pay-out Existing Debt	$2,850,000	BMO Financing	$3,500,000
Equity Repatriation	$650,000		
TOTAL COST	$3,500,000	TOTAL SOURCE OF FUNDS	$3,500,000

Purpose: To provide the Borrower with conventional first mortgage financing in the amount of $3,500,000 (69% Loan to Estimated Value) to facilitate the refinance of a single tenant commercial building located in West Edmonton. The requested facility will be utilized to refinance an existing mortgage balance of $2,850,000 and provide the borrower with equity repatriation to pursue further investment opportunities.

Loan Amount: $3,500,000.00

Funding Date: **October 15, 2016**

Interest Rate: Demand loan non-revolving
BMO Prime Rate + 1.00%, Prime as of August 30, 2016 2.70%

Fixed Rate Term Loan
3 years 2.80%
4 years 2.90%
5 years 3.00%
7 years 3.30%

Term: One (1) to Seven (7) Years

Amortization: Twenty (20) Years

Repayment: Monthly blended payment at 3.00% (5 years) for 20 years **~$19,410.92**

Prepayment: Nil

Lender fee: $9,000.00

Municipal Addresses 10130-175 Street, Edmonton

Legal Descriptions Plan 7711579, Block 2, Lot 7

Leasable Area (SF) 20,397

Zoning IB - Business Industrial

Occupancy Rate 100%

SECURITY:
REQUIRED AT DRAWDOWN:

1. Promissory Notes/Fixed Rate Term Agreement

2. BMO commercial Life insurance– optional

3. Registered General Security Agreement for 1194038 Alberta Ltd. providing the Bank with a first charge over subject property.

4. An unconditional personal guarantee by Al Dobish with confirmation of all assets of payment of all present and future debts and liabilities, both direct and indirect, of the Borrower to the Bank up to $3,500,000.00.

5. Deposit operating accounts TBD

6. Solicitor Letter of Opinion stating Valid & Enforceable 1st Collateral Mortgage over land and building(s) located at noted above. Collateral mortgage to be re-advanceable and registered for $3,700,000.00, assignment of leases. Title insurance is acceptable. Will be only advancing $3,500,000.00 on this approval dated commitment letter September 14, 2016. During fiscal 2017 annual review additional advance of $200,000.00 to be addressed and is subject to satisfactory review by BMO.

7. Signed lease with minimum lease term to be 7 years

8. Transmittal Letters on: Appraisal, Building Condition Report and Phase 1

9. BMO Environmental Review and Compliance Certificate checklist to be completed by borrower on subject property.

10. 3 months banking statements from previous FI, confirming current loan is in good standing

11. Confirmation of ownership on personal US assets

12. Copy of 2015 Accountant Prepared NTR Financial statements with NOA and T2

13. BMO Bank of Montreal to be named 1st loss payable for fire insurance, value of policy for replace of asset. 1st loss payable to: BMO Bank of Montreal, 9405 50th street Edmonton, Alberta. T6B 2T4

14. Additional collateral as deemed appropriate by the Bank and its solicitors.

HELD AT BMO:

15. Satisfactory appraiser by qualified AACI confirming the building value upon completion is not less than $5,360,000 on subject property.

16. Minimum Phase I Environmental to be completed confirming no environmental contamination on subject property

17. Building Condition Report with remaining economic life of minimum 28 year

18. Confirmation of personal assets

UNDERTAKING:

1. Borrower to complete repairs and maintenance on building, as per the building condition report dated August 18, 2016, within first 12 months from advance of funds

GENERAL CONDITIONS:

- The Borrower confirms that it is a corporation duly incorporated and validly subsisting under the laws of Alberta and has the power, capacity and authority to own its property and assets and to conduct business in all jurisdictions in which such business is conducted.
- The Borrower is duly authorized and empowered to execute, deliver, observe and perform its obligations under this agreement and the entering into and the observance and performance by the Borrower of this agreement has been duly authorized by all necessary corporate actions.
- There is no litigation and there are no legal proceedings pending or threatened against the Borrower before any court or agency which could materially affect the financial condition, assets or operations which are not disclosed in the Borrower's most recent financial statements.
- The bank is to be advised of any changes to senior management of the company within 15 days of the management structure changes.
- The Borrower is to open and maintain a current account at a convenient Bank of Montreal branch.

EVENTS OF DEFAULT:

The whole of the principal sum outstanding and all interest accruing thereon shall immediately become due and payable and all security become enforceable without notice or demand upon the occurrence of any of the following events:

- Failure to pay the Bank any instalment of interest or principal on the date same is due.
- Failure of the Borrower to perform or observe each and every covenant, proviso, condition or obligation hereinor in any further documents relating to the loan.
- If the Borrower sells or agrees to sell the property without the Bank's consent in writing.
- If the Borrower or any guarantor makes and assignment for the benefit of creditors or a proposal in bankruptcy, or if a bankruptcy petitions is presented against it or any of the guarantors.
- If Borrower or any guarantor allows a creditor to enter judgement against it (or them) by reason of its (or theirs) inability to pay a debt.
- If Borrower breaches any undertaking or warranty made herein or should any representation be false.
- Any other event of default as may be considered advisable by the Bank's solicitor.

REPORTING REQUIREMENTS:

The following reports are required:

Monthly:

- Nil

Quarterly:

- Nil

Annually:

- Annual Accountant Prepared Notice to Reader financial statements within 90 days of fiscal year end for 1194038 Alberta Ltdwith Corporate Notice of Assessment NOA and T2.

- Al Dobish Personal Financial Statements with confirmation of all assets and Personal Notice of Assessments

- Copy of insurance policy yearly with financial statements

- Confirmation of all property taxes has been paid on property yearly

COVENANTS:

Standard legal covenants included in security documentation required by the Bank:

1) CASH FLOW TO SERVICE DEBT

Cash flow to service debt will at year-end be greater than 1.25 times. To be tested on annual basis on accountant prepared notice to reader for 1194038 Alberta Ltd.

Cash flow is described as net income after tax plus/minus all non cash expenditures (ie including but not limited to depreciation, interest costs, deferred taxes, Gains/Loss on capital items, etc) plus interest on bank debt. Debt payment is defined as principal and interest expense for both operating and term owing to creditors and leases.

SUNDRY LOAN FEES:

Application Fee: $9,000.00 Application fee

Annual Review Fee: $1250.00 Commercial borrowing accounts are subject to the Bank's periodic review, not less frequently than annually and are made available to the Borrower at the Sole discretion of the Bank.

Legal/Appraisal Fees: The Borrower shall pay all legal/appraisal fees/engineering fees and disbursements respecting the carrying out of this transaction and the guarantors agree that they will be specifically liable for such fees in the event that the Borrower does not pay them, and that the liability of the guarantors and the Borrower shall be joint and several in connection therewith. In the event that the transaction proceeds in accordance with this commitment, the Bank's solicitors will deduct said fees from the loan advance.

Expenses: The borrower will be responsible, in addition to those fees outlined above, for the following: All accounting and other professional fees including all present and future legal fees required in handling the account.

Interim Requests: Subject to ½% fee of the amount requested (minimum $500.00)

ANNUAL REVIEW:

The credit facilities are subject to the Bank's right of periodic review, not less frequently than annually and are made available to the Borrower at the sole discretion of the Bank. If approved, the next annual review would be scheduled for 90 days from the fiscal year end.

ENVIRONMENTAL:

You will carry on your business, and maintain your assets and property, in accordance with all applicable environmental laws and regulations. The borrower to notify the bank if any release, deposit, discharge or disposal of pollutants of any sort damaging to the environment. The borrower will take the appropriate remedial action in the event of a violation of any environmental law. The borrower indemnifies the bank against any and all alleged liability arising out of any environmental damage on Borrower property.

CONFIDENTIALITY AGREEMENT:

The terms of this Agreement are confidential between you and the Bank of Montreal. You therefore agree not to disclose the contents of this Agreement to anyone except your professional advisors.

In accepting you acknowledge that, if in the opinion of the Bank, a material adverse change in risk occurs, including without limiting the generality of the foregoing, any material adverse change in the financial condition of the Borrower, any obligation to consider some or all of the above facilities may be withdrawn or cancelled.

BMO Bank of Montreal has not committed to any construction financing on this subject property.

This commitment letter will lapse unless a signed accepted copy of same is received by the Bank not later than **September 23, 2016**

We wish to thank you for approaching Bank of Montreal for your company's requirements.

Yours truly,
Bank of Montreal

Christopher S. Cameron
Commercial Account Manager

ACKNOWLEDGEMENT:

The undersigned certifies that all information provided to the Bank of Montreal is true and acknowledges receipt of a copy of this agreement.

Accepted this _____________ day of _______________, 2016

We hereby accept the within commitment and all it's terms.

____

1194038 Alberta Ltd

BMO SOLICITOR:

John B Williams
Prowse Chowne LLP
1300 10020-101A Ave
Edmonton, Alberta T5J 3G2
780 439-7171 (phone)
780 439-0475 (fax)

Schedule A

The following Positive and Negative Covenants will be maintained by the Borrower while any debt or obligation exists to Bank of Montreal:

Positive Covenants: As long as any loans or commitment of the Bank remains outstanding, the Borrowers will:

1. Cause to be paid all amounts of principal, interest and fees on the dates, times and place specified herein;
2. Provide all materials as requested under the Reporting Requirements detailed below;
3. Advise the Bank promptly of the occurrence of any event which would result in a Material Adverse Change on the financial condition of the Borrower or the occurrence of any Event of Default or default under the Credit Agreement;
4. Cause to be done all things necessary to maintain in good standing its corporate existence;
5. Cause to be paid all lawful taxes, assessments and Government charges;
6. Provide the Bank with information and financial data as it may request from time to time;
7. Maintain property, plant and equipment in good repair and working condition;
8. Provide such additional security, information and documentation as may be required by the Bank or its solicitors;
9. Continue to carry on the business currently being carried on by the Borrowers at the date hereof;
10. Maintain adequate insurance on all of its assets, undertakings and business risks;
11. The Borrowers shall comply with all applicable laws;
12. The Borrowers shall notify the Bank of any litigation commenced or threatened against the Borrower;

Schedule A Continued

Negative Covenants: The Borrowers hereby agree with the Bank that, unless the Bank shall have consented in writing, it shall not, so long as any loans or commitments hereunder remain outstanding:

1. Guarantee or act as surety or agree to indemnify the debts of others;
2. Incur or create any further or additional indebtedness except to the Bank and except such normal indebtedness as may be incidental to the ordinary course of business;
3. Lend money to or invest money in any person, firm, joint venture, partnership, company or corporation whether by way of loan, acquisition of shares, acquisition of debt obligations or in any other way whatsoever without the prior approval of the Bank;
4. Incur capital expenditures in excess of the amount approved by the Bank for the ensuing year.
5. Merge, amalgamate or acquire any other corporation or its assets outside of the Borrower without the prior approval of the Bank;
6. Make, declare or pay any Distributions except for such that are paid out of cash flow as remains after all of the Borrowers obligations and servicing of debts have been met and providing such Distribution does not cause or result in a breach of Financial Covenant;
7. Sell, lease, assign, transfer, convey or otherwise dispose of, or permit any subsidiary to sell, lease, assign, transfer or otherwise dispose of the land and buildings against which the Bank security is registered;
8. Cease to carry on the business currently being carried on by the Borrowers at the date hereof;
9. Permit any material change of ownership or change the capital structure of the Borrowers.

LAND TITLE CERTIFICATE

S

LINC	SHORT LEGAL	TITLE NUMBER
0028 120 186	9925619;;218	222 242 307

LEGAL DESCRIPTION
PLAN 9925619
LOT 218
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;26;53;23;SE

MUNICIPALITY: PARKLAND COUNTY

REFERENCE NUMBER: 002 095 818

This is Exhibit "M" to the Affidavit of Alan Dolaish
Sworn before me this 7 day of March
A.D. 20 23

A Notary Public / A Commissioner for Oaths in and for the Province of Alberta
Amber M. Poburan
Barrister & Solicitor

REGISTERED OWNER(S)

REGISTRATION	DATE(DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
222 242 307	24/10/2022	TRANSFER OF LAND	$375,000	$375,000

OWNERS

CYRUS PICADO

AND
LYNDA PICADO
BOTH OF:
413 WATT BLVD SW
EDMONTON
ALBERTA T6X 1R1
AS JOINT TENANTS

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
5472LR	18/03/1960	CAVEAT RE : PUBLIC UTILITY COMMISSIONERS BOARD ORDER CAVEATOR - ATCO ENERGY SOLUTIONS LTD. ATTN: LAND DEPARTMENT 200, 919 - 11 AVENUE SW

(CONTINUED)

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
		CALGARY ALBERTA T2R1P3 "BOARD OF PUBLIC UTILITY COMM. ORDER NO. 24503" (DATA UPDATED BY: TRANSFER OF CAVEAT 142130347)
992 295 783	01/10/1999	UTILITY RIGHT OF WAY GRANTEE - PARKLAND COUNTY. AS TO PORTION OR PLAN:9925620 AREA "A"
992 295 789	01/10/1999	RESTRICTIVE COVENANT
162 288 528	17/10/2016	MORTGAGE MORTGAGEE - JOGINDER SUNNER MORTGAGEE - GUGGENDEEP JAWANDA BOTH OF: 16404 100 AVE EDMONTON ALBERTA T5P4Y2 ORIGINAL PRINCIPAL AMOUNT: $200,000 SEE MORTGAGE FOR MORTGAGEE INTEREST
182 010 575	13/01/2018	MORTGAGE MORTGAGEE - GUGGENDEEP JAWANDA 16404 100 AVE EDMONTON ALBERTA T5P4Y2 ORIGINAL PRINCIPAL AMOUNT: $60,000
222 242 308	24/10/2022	MORTGAGE MORTGAGEE - ATB FINANCIAL. 9204 ELLERSLIE ROAD SW EDMONTON ALBERTA T6X0K6 ORIGINAL PRINCIPAL AMOUNT: $265,950

TOTAL INSTRUMENTS: 006

(CONTINUED)

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 7 DAY OF MARCH, 2023 AT 10:20 A.M.

ORDER NUMBER: 46655281

CUSTOMER FILE NUMBER: MAT22306

END OF CERTIFICATE

This is Exhibit " N "
to the Affidavit of
Allan Dobish
Sworn before me this
__ day of March
A.D. 20 23

A Notary Public, A Commissioner for Oaths in and for the Province of Alberta

Amber M. Poburan
Barrister & Solicitor

Account on U$

Professional Accounting Services

13811-114 St, Edmonton, Alberta T5X 4A1 ◆ Tel: 780-983-7681 ◆ e-mail: rdrhuisman@shaw.ca

April 10, 2017

RE: Allan Dobish
SIN: 631991486

In regards to the above noted taxpayer, Mr. Dobish has used my services over the last 12 plus years for both personal and business year end taxes and over that time we developed a great professional relationship. In around 2007 – 2008 I was diagnosed with peripheral neuropathy and have had a lot of difficulties in dealing with the disease since.

Since the diagnosis my health has been up and down making it almost impossible sometimes to function through the course of the day. I have had numerous hospital stays four of which were for amputations and I am scheduled to have my right leg amputated just below the knee in June.

I bring this up as not only Mr. Dobish but with other clients I did make mistakes. Once I realized my health was affecting my work I took the necessary steps to ensure that was no longer an issue.

In regards to the 2010 & 2011 season I did hire people to help out, unfortunately Mr. Dobish's RRSP with drawl slips were missed and thereby believe he should not be penalized in this situation.

I'm not sure I can add anything else but am available if you have further questions.

Rob Huisman

This is Exhibit "O"
to the Affidavit of
Alan Polash
Sworn before me this
7 day of 2023
A.D. 2023

A Notary Public / A Commissioner for Oaths in and for the Province of Alberta
Amber M. Poburan
Barrister & Solicitor

STATEMENT OF ADJUSTMENTS

Vendor: TRESPASS MUSIC LTD.

Purchaser: CYRUS PICADO and LYNDA PICADO

Property: 218, 53302 Range Road 261, Parkland County, AB

Adjusted: June 13, 2022

		Credit Purchaser	Credit Vendor
SALE PRICE			$375,000.00
DEPOSIT		$15,000.00	
REALTY TAXES			
2022 total taxes	$2,134.02		
Vendor's share - 164 days	958.85		
Credit Purchaser		958.85	
CASH TO CLOSE		$359,041.15	
		$375,000.00	$375,000.00

*NOTE:

THIS STATEMENT has been prepared based on information provided to us and believed to be correct. However, its accuracy is not guaranteed. Any adjustments not contained in this statement are to be made directly between the Vendor and Purchaser. Unless otherwise expressly provided in writing, the parties to the transaction shall notify such utility companies as applicable to the change of ownership.

CHRISTOPHER G. TASKEY
E. & O.E.

This is Exhibit " P "
to the Affidavit of
Alan Dobish
Sworn before me this
7 day of March
A.D. 2023

Amber M. Poburan Barrister & Solicitor

From: "adobish" <adobish@shaw.ca>
To: "Jaye Hubbard" <Jaye.Hubbard@bmo.com>
Sent: Thursday, March 10, 2022 7:39:28 PM
Subject: Re: 1194038 Alberta Acct.

Jaye

We need to talk about what is going on here as all that Extra Interest that BMO tacked on in Jan. 22 is a problem for me . You had an approval finally by Dec. 21/22 which has taken longer then any other approval I have had do with a Bank . You told me around Dec. 21 after you had the approval that due to it being the Christmas season and in lieu of Holidays no would one be able to to work on the File till Jan the next year . So the very fact of interest rates did not get discussed till Mid Jan and the text I have about interest rates is on Jan 21/22 . At no time did you tell me that during the period between Dec 21 /2021 and Jan 21/22 did you indicate we should pick a rate because our banking policy says a Mortgage will go into Prime + 3 after it expires.

The lawyers had all the details about loan shark loan and funds should of been paid out immediately to pay out the Loan shark loan and as a result I ended up paying and additional $3316.67 for Jan and $3316.67 for Feb 22 and if there is any much more of a delay there will be an additional $3316.67 of pure interest for Mar 22 for a total of $9950.01 , not counting the additional interest that BMO is trying to tack on to my Acct on Jan. 31/22 which is $5500-$6000 higher than it should be normally. I Respectfully submit that BMO recalculate that interest based on my Original Amount of 3.08 % or worst case scenario at new 3.51 % interest rate.

As for the monthly mortgage Payments I had filled out Cheques to be brought down to BMO by my main Staff Member Roger due to the fact I was going to Scottsdale Az which is what I normally do in Jan every year . My staff member Roger suffered a major heart Attack last October and finally came back to work for me the first week Jan 2022 however it seems that Roger did not end up doing the BMO deposits for me when I was in Az as it seems he has a little troubles remembering things due to the fact he had Double bypass Open Heart Surgery last October. It is totally my fault that I did not follow up with him on that . Usually if there is an issue with anything on the account BMO calls just as you did when u needed to cover a couple of things such as loan app fee but these days I have no idea who my account rep is at BMO after Vince Lee my acct manager or rep formally anounced the change .

When you called and told me that I supposedly was 2 - 3 payments behind I was very surprised and immediately went through my bank book and acct only to find out I some how missed that Jan 1/ 22 payment because I knew I wrote the cheq. to transfer funds and It was buried in my Cheq book under some paper work so I guess I just assumed it was done since I didn't see the cheq. The other post dates were with my Staff member Roger whom I entrusted to do these payments for me while I was in Az .

When I realized the cheq was still in my bank book , I took it with me and deposited into 119's BMO's Acct. same day you called . Now it seems BMO does not want to apply those funds to my Mortgage as it I need it applied to my Mortgage . The intent is to get my other cheqs. I wrote from Roger this Friday when he is back on Schedule and then I can make the other deposits and I simply want to use the cheqs. I wrote out , as that is how it is entered in Simply accounting . I have the money and I have always made my mortgage payments over the Last 5 years Plus without fail and there is no reason why I wouldn't continue doing so . I do apologize for this little mishap .

I can only assume that by your text I just got of " being transferred to another dept. " means your beyond frustrated and probably doesn't mean anything good but I need you know that I am in this mess because BMO did not do their part by taking out the $260 K Loan Shark Loan after the agreed year of good payment history and this has cost me dearly as I have paid out so much interest over the last 5 years plus . We have discussed this time and time again and I will always be of that opinion . BMO always found a reason not to do the $260 K Loan even when my principal loan was in the 2.9 - 3.0 mil range and now with everything being the same in terms of the amount of money coming in from Canadian Tire monthly you now qualified 119 for the $2,869,000 plus the $535,000 additional funds for a total of $3,404,000 million . Nothing has changed in the amounts of rent received monthly since I came to BMO in 2016 so I'm sorry but I am totally confused by BMO's banking methods .

BMO seems intent on making me look like the Bad Account here but all the issues from the Law Suite settlement , Canada ICI who arranged this mortgage back in 2016 and BMO's & Canada's ICI 's Failure to understand the Amounts needed to be borrowed back in 2016 are cusp of the problems and where not made by me . The Lawsuite was a result of Laser Quest not keeping their word and obligations to a Lease as a tenant in the building we agreed to move in together back in 2008 . Now I have continuing issues with BMO and have been trying to get this new Mortgage done for the last 4-5 months along with the additional funds required with a tenant and long term lease that doesn't get any better that CT.

In closing I would like a discussion with Adam and I hope we can have a good productive call and I'm asking if we could do that at 10:00 this Friday morning .

Please call 780-487-6585 office

Regards

Al Dobish

1194038 Alberta Ltd.

From: "Jaye Hubbard" <Jaye.Hubbard@bmo.com>
To: "adobish" <adobish@shaw.ca>
Sent: Tuesday, March 8, 2022 3:31:38 PM
Subject: RE: 1194038 Alberta Acct.

Al,

The loan matured November 2021, and you could not decide on an interest rate / term / renewal. Loans auto renew @ P + 3.0% in the event they are not renewed on time.

As you can see per below the interest payments have been recapitalizing on the loan / mortgage account.

Let me know when you have deposited the 3 loan arrears payments.

From: AL DOBISH <adobish@shaw.ca>
Sent: March 8, 2022 3:24 PM
To: Hubbard, Jaye <Jaye.Hubbard@bmo.com>
Subject: 1194038 Alberta Acct.

Amber Poburan

To:	Amber Poburan
Subject:	FW: BMO Loan Approval / Jay Hubbard
Attachments:	Lf 985 - 1194.pdf

This is Exhibit " Q "
to the Affidavit of
Alan Dobish
Sworn before me this
7 day of March
A.D. 2023

A Notary Public, A Commissioner
for Oaths in and for the Province
of Alberta
Amber M. Poburan
Barrister & Solicitor

From: "Hubbard, Jaye" <Jaye.Hubbard@bmo.com>
Subject: Approval
Date: December 21, 2021 at 9:23:03 AM MST
To: AL DOBISH <adobish@shaw.ca>

Hi Al,

Please see attached approval.

I'm going to be away starting tomorrow AM, and would be returning in the new year, so if any questions arise, please direct to me today.

High level summary in this e-mail
-New funds of $535K to pay-off the CRA debt / HVAC / Loan Shark loan / Debt to Sister
-Re-amortize existing mortgage over 240 months or 20 years to help smooth out cash flow
-No new security is required as we have a mortgage for adequate + guarantee
-Bank lawyer to control pay-out of CRA / Private Loan to Sister / Loan Shark loan, and ensure the charges are removed from PPSA
-Final quote is required from HVAC confirming $95K, if less, loan amount would be slightly less
-Corporate and personal 2020 NOA to be obtained confirming no material tax amounts are owing (subsequent to the writ / arrears from CRA)

This should then hopefully get things on the right track, and save you a massive amount of interest charges going forward.

Please give me a call with any questions, or if you are in agreement, I can send you a copy for digital execution and we can get the process started for lawyer to commence payments.

Jaye Hubbard, MBA | Director, Income Property Finance
Canadian Commercial Banking, BMO Financial Group
Eight Avenue Place | 525 - 8th Avenue SW | 12th Floor | Calgary | AB | T2P 1C1
Tel: 403.234.3522 | Cell: 403.597.3507

For service requests, please contact one of our specialist teams below:
Everyday banking (transactions, inquiries)
Treasury & Payment Solutions Client Services
1-833-713-0161
TPS2.clients@bmo.com
For OLBB Help desk
1-800-565-6444
For Debit Card Online Banking Request
1-844-837-228

Lending administration inquiries
Prairies Lending Support Team
1-833-539-2059 | 587-850-0404
Prairies.LendingSupport@bmo.com

Company Legal Name: 1194038 ALBERTA LTD.

Document Name: LF985 - Letter of Agreement – Amendment & Restatement

Customer Tracking ID: 921215474591300

Application ID: 200278061

ATTENTION:

Please do not remove or discard this sheet and ensure that it is returned with the attached document(s).

Letter of Agreement – Amendment & Restatement

BMO Bank of Montreal

525 8 Ave SW
Calgary, AB T2P 1G1

December 21, 2021

1194038 ALBERTA LTD.
1304 WELBOURN LANE NW,
EDMONTON, ALBERTA T6M 2M2

Attention: Mr. Dobish

LETTER OF AGREEMENT – AMENDMENT & RESTATEMENT

Bank of Montreal ("**BMO**") is pleased to provide this amended and restated Letter of Agreement with respect to the credit Facilities (each a "**Facility**" and collectively, the "**Facilities**") described herein. The letter (the "**Letter of Agreement**") amends and restates the existing Letter of Agreement dated September 28th, 2016 (the "**Prior Letter**"). The Facilities are offered (or continue to be offered, as applicable) on the terms and conditions set out in this Letter of Agreement. The Schedules listed below and attached form part of this Letter of Agreement.

The Schedules listed below and attached form part of this Letter of Agreement. Capitalised terms used but not defined have the meanings ascribed to them in Schedule D.

Notwithstanding any other provision of this Letter of Agreement or in any applicable agreements, any Advance under any Facility hereunder will be made at BMO's sole discretion. Any unutilized portion of any Facility hereunder may be cancelled by BMO at any time without prior notice.

Borrower:	1194038 ALBERTA LTD.
	(the "Borrower")
Guarantor:	ALAN DOBISH
	(the "Guarantor")
Total Facility Limit:	The total approved amount of all facilities shall not exceed $3,396,805.23 at any time.

Your Product Summary

Facility/ Facilities:

Facility No#	Product Type	Authorized Amount	Currency
1	Real Estate Facility - Shared limit/Multi-product/Multi-draw	$535,000.00	CAD
2	Real Estate Facility - Shared limit/Multi-product/Multi-draw	$2,861,805.23	CAD

Your Product Details

Real Estate Facility - Shared limit/Multi-product/Multi-draw

Facility # 1 - New	
Facility Authorization:	$535,000.00 CAD
Current Advanced Amount:	$0.00 CAD
Available Amount:	$0.00 CAD
Type of Loan:	Real Estate Financing
Purpose:	Debt consolidation
Maximum Amortization:	240 months
Advance Options(each a "Loan" and collectively the "Loans")	**Additional Details**
Demand Loan Non Revolving	**Interest Rate:** Prime Rate plus 1.25%. Interest is calculated monthly in arrears, and payable monthly. The Prime Rate in effect as of December 21, 2021 is 2.45%. **Repayment Terms:** Repayable on demand, provided that until demand is made by BMO: Blended monthly payments comprising principal and interest to be paid in arrears, on the last day of each month. The amount of the payment will be initially determined based on the Loan amount, amortization and the interest rate in effect at the time of the Advance. Subject to review at BMO's sole discretion. OR

	Equal monthly principal payments and monthly interest, to be collected separately on the last day of each month. The amount of the payments will be determined based on the Loan amount, amortization and the interest rate in effect at the time of the Advance, as applicable. Prepayments of principal in whole or in part are permitted, without penalty
Fixed Rate Term Loan	**Type of Loan:** Closed Term Loan **Interest Rate:** To be determined at time of Advance. By way of reference only, the rate in effect as of December 21st, 2021 for a 5 year term is 3.69% per annum; and the rate is valid for 14 days, and thereafter subject to change at BMO's sole discretion from time to time. Notwithstanding the foregoing and unless otherwise prohibited by law, if the Loan is not paid in full with interest at the Maturity Date, the Loan shall bear interest at a rate per annum equal to the sum of 3% plus the Prime Rate, determined and accrued daily and compounded monthly, not in Advance, on the outstanding balance, from the Maturity Date and both before and after demand and both before and after judgment until actual payment in full. **Repayment Terms:** Blended monthly payments comprising principal and interest to be paid monthly in arrears, on the last day of each month. The amount of the payment will be determined based on the Loan amount, term, amortization and the interest rate in effect at the time of the Advance. The balance of the Loan then outstanding, together with all accrued and unpaid interest, shall be due and payable at the end of the term of the Loan. **Prepayment Terms:** *Closed Term Loan Only* Prepayment not permitted in whole or in part, prior to the maturity date. **Maximum Term:** 5 years **Maturity Date:** The last day of the month determined based on the term selected and the date of Advance.

The aggregate of all outstanding Advances under this Facility shall at no time exceed the Facility Authorization for this Facility.

Each Loan under this Facility shall be a separate Loan, shall be non-revolving and shall be permanently reduced by any repayments or payments by the Borrower.

The Borrower shall give to BMO 5 Business Days notice with respect to any request for a Loan under this Facility.

Your Product Summary

Real Estate Facility - Shared limit/Multi-product/Multi-draw

Facility # 2 - Existing	
Facility Authorization:	$2,861,805.23 CAD
Current Advanced Amount:	$2,861,805.23 CAD
Available Amount:	$0.00 CAD
Type of Loan:	Real Estate Financing
Purpose:	Re-amortize

Current Advances:

Product type	Account #	Current Balance	Payment Amount	Payment Type	Payment Frequency	Interest Rate	Maturity Date
Fixed Rate Term Loan	0014-6987-020	$2,861,805.23	$19,559.24	Blended Payment	Monthly	3.08%	30-NOV-2021

Maximum Amortization:	240 months
Advance Options(each a "Loan" and collectively the "Loans")	**Additional Details**
Demand Loan Non Revolving	**Interest Rate:** Prime Rate plus 1.25%. Interest is calculated monthly in arrears, and payable monthly. The Prime Rate in effect as of December 21, 2021 is 2.45%. **Repayment Terms:** Repayable on demand, provided that until demand is made by BMO: Blended monthly payments comprising principal and interest to be paid in arrears, on the last day of each month. The amount of the payment will be initially determined based on the Loan amount, amortization and the interest rate in effect at the time of the Advance. Subject to review at BMO's sole discretion. OR Equal monthly principal payments and monthly interest, to be collected separately on the last day of each month. The amount of the payments will be determined based on the Loan amount, amortization and the interest rate in effect at the time of the Advance, as applicable. Prepayments of principal in whole or in part are permitted, without penalty

	Other:
Fixed Rate Term Loan	**Type of Loan:** Closed Term Loan **Interest Rate:** To be determined at time of Advance. By way of reference only, the rate in effect as of December 21, 2021 for a 5 year term is 3.69% per annum; and the rate is valid for 14 days, and thereafter subject to change at BMO's sole discretion from time to time. Notwithstanding the foregoing and unless otherwise prohibited by law, if the Loan is not paid in full with interest at the Maturity Date, the Loan shall bear interest at a rate per annum equal to the sum of 3% plus the Prime Rate, determined and accrued daily and compounded monthly, not in Advance, on the outstanding balance, from the Maturity Date and both before and after demand and both before and after judgment until actual payment in full. **Repayment Terms:** Blended monthly payments comprising principal and interest to be paid monthly in arrears, on the last day of each month. The amount of the payment will be determined based on the Loan amount, term, amortization and the interest rate in effect at the time of the Advance. The balance of the Loan then outstanding, together with all accrued and unpaid interest, shall be due and payable at the end of the term of the Loan. **Prepayment Terms:** *Closed Term Loan Only* Prepayment not permitted in whole or in part, prior to the maturity date. **Maximum Term:** 5 years **Maturity Date:** The last day of the month determined based on the term selected and the date of Advance. **Other:**

The aggregate of all outstanding Advances under this Facility shall at no time exceed the Facility Authorization for this Facility.

Each Loan under this Facility shall be a separate Loan, shall be non-revolving and shall be permanently reduced by any repayments or payments by the Borrower.

The Borrower shall give to BMO 5 Business Days notice with respect to any request for a Loan under this Facility.

Conditions Precedent to Advances:

BMO will not be required to make any Advance to the Borrower unless and until each of the following conditions and each of the additional conditions precedent set out in Schedule C have been met to the entire satisfaction of BMO (at its sole discretion):

Conditions Precedent to be Obtained:

1. Final quote for HVAC working confirming $95M, should the quote be less, loan advance will be adjusted downwards.
2. Payout statement of the high interest loan, funds disbursed by bank counsel and release of charges
3. Bank counsel to control CRA payout and no balance owing after
4. Bank Counsel to control pay-out of private loan to Noreen Skaley
5. Corporate and personal 2020 NOA to confirm no material tax are past due.
6. Evidence of repayment of all indebtedness not otherwise permitted under this Agreement, as applicable.
7. Receipt of all notices, certificates, directions, forms or other Documentation required in connection with an Advance.
8. Confirmation that all real property Taxes have been paid to date.
9. Satisfactory review (site visit) of the Lands, and the condition of the improvements thereon.

Security:

Each of the following documents, instruments, agreements and other assurances (collectively, the "**Security**") shall be delivered to BMO prior to any Advance of funds, in form and substance acceptable to BMO and its solicitors, acting reasonably:

Security Held:

1. Insurance on a "Fire and Extended Coverage" or "All Risks" basis must be arranged (with satisfactory evidence thereof delivered to BMO) satisfactory to BMO for the full insurable or replacement value with loss payable to BMO. The policy is to contain the Standard Mortgage Clause. A copy of the policy is to be provided
2. Delivery of an Up to Date or Existing survey/certificate of location of Mortgaged Property(ies) and all buildings located on the Mortgaged Property(ies), prepared by a surveyor licensed in the jurisdiction in which the property(ies) is/are located,which: - bears the name, address and signature of the surveyor, his official seal and licence number (any, or both), the date of a survey,and - includes a Surveyor's Certificate in the form and content required by the jurisdiction(s) in which the property is located OR - Title insurance from an Approved Title Insurance Provider in respect of Lot: 7 Block: 2 Plan: 772-2579 EXCEPTING THEREOUT ALL MINES AND MINERALS naming BMO as beneficiary
3. Registered first-ranking Collateral Mortgage in the amount of $3,700,000.00 registered over Lot: 7 Block: 2 Plan: 772-2579 EXCEPTING THEREOUT ALL MINES AND MINERALS with the municipal address of 10103 175 St NW, Edmonton, AB, T5S1L9 (the "Mortgaged Property") with appropriate enabling resolutions and Documentation
   Assignment of Rents over 10103 175 St NW, Edmonton, AB, T5S1L9
4. Registered General Security Agreement ("GSA")/Moveable Hypothec ("Hypothec") providing BMO with a security interest/hypothec over all present and after-acquired personal/movable property of the Borrower with a First ranking
5. $3,500,000.00 Personal guarantee from ALAN DOBISH,

Any other documents, instruments or agreements as may be required by BMO, acting reasonably

Covenants

As long as any Advance remains outstanding under or in connection with this Letter of Agreement, or so long as any commitment under this Letter of Agreement remains in effect, the Borrower and any Guarantor will perform and comply with the covenants set out in Schedule A.

Financial Covenants:

In addition, the Borrower and each Guarantor, as applicable, will perform and comply with the following financial covenants, based on financial statements of the Borrower or applicable Guarantor:

Additional Covenants:

In addition, the Borrower and each Guarantor, as applicable, will perform and comply with the following covenants:

1. The Borrower will not, without BMO's prior written consent, participate in any retrofit project or energy or water efficiency project affecting the Mortgaged Property which would have the effect of creating a lien, hypothec or other interest (including, but without limitation, a local improvement charge or similar interest) in the Mortgaged Property ranking, or potentially ranking, in priority to or *pari passu* with the interest of BMO in the Mortgaged Property, whether or not such project is sponsored or endorsed by a municipal or other government, governmental organization or utility.
2. Breach fees $1,000 per breach
3. Negative Covenants - DSC covenant should be greater than or equal to 1.25:1
4. Covenant to be tested as per Actual Net operating income from the property divide by principal and interest payments for the loan

Reporting Requirements:

Annual	Annual Accountant Prepared Notice to Reader financial statements within 90 days of fiscal year end for 1194038 Alberta Ltdwith Corporate Notice of Assessment NOA and T2. Al Dobish Personal Financial Statements with confirmation of all assets and Personal Notice of Assessment Copy of insurance policy yearly with financial statements Confirmation of all property taxes has been paid on property yearly

A $150 per month fee will be applied for non compliance with reporting requirements. The application of this fee does not waive the Default condition.

Prompt notification of management letters, Default notices, Litigation, and any other material events

Satisfactory evidence that all Taxes (including, without limitation, GST, HST, sales tax, withholdings, etc.) have been paid to date

Representations and Warranties:

The Borrower and each Guarantor, as applicable, makes the representations and warranties set out in Schedule B. All representations and warranties of the Borrower and any Guarantor, in addition to any representation or warranty provided in any document executed in connection with a Facility or any Security, shall be true and correct on the date of this Letter of Agreement and on the date of any Advance under a Facility.

Noteless Advances:

The Borrower acknowledges that the actual recording of the amount of any Advance or repayment thereof under the Facilities, and interest, fees and other amounts due in connection with the Facilities, in an account of the Borrower maintained by BMO, shall constitute *prima facie* evidence of the Borrower's indebtedness and liability from time to time under the Facilities;

provided that the obligation of the Borrower to pay or repay any indebtedness and liability in accordance with the terms and conditions of the Facilities set out in this Letter of Agreement shall not be affected by the failure of BMO to make such recording. The Borrower also hereby acknowledges being indebted to BMO for principal amounts shown as outstanding from time to time in BMO's account records, and all accrued and unpaid interest in respect thereto, which principal and interest the Borrower hereby undertakes to pay to BMO in accordance with the terms and conditions applicable to the Facilities as set out in this Letter of Agreement.

Fees:

All costs and expense incurred by BMO in connection with this Letter of Agreement and the Facilities (including without limitation all legal, appraisal, consulting, and registration fees), and the enforcement of the Security are for the account of the Borrower.

A one-time fee ("Fee") of $2500 is payable by the Borrower to BMO upon acceptance of this Letter of Agreement. This fee is deemed to be earned by BMO upon acceptance of this Letter of Agreement, to compensate for time, effort and expense incurred by BMO in authorizing these Facilities.

Credit renewal fees will be payable as advised by BMO annually; at the date of this letter such fees are estimated to be 10 basis points. All fees payable under this Letter of Agreement shall be paid to BMO on the dates due, in immediately available funds. Fees paid shall not be refundable except in the case of manifest error in the calculation of any fee payment.

Banking Services:

The Borrower shall maintain its Bank Accounts, solely with the BMO. Borrower acknowledges that the pricing (including interest, fees and charges) contained in this Letter of Agreement is contingent on the Borrower maintaining all of its operating accounts with BMO. In the event the Borrower does not do so, BMO may, at any time, in its sole discretion and without any requirement to obtain the agreement of, or provide prior notice to the Borrower, increase such pricing.

Treasury & Payment Solutions:

BMO will provide Non-Credit and treasury & payment solutions to the Borrower. A Treasury & Payment Specialist will contact the Borrower to implement BMO's On-Line Banking for Business platform (OLBB) and discuss additional treasury & payment features such as Electronic Funds Transfer (EFT), Wire Payments, BMO DepositEdge® and Moneris® Payment Processing Solutions. BMO's objective is to provide a package of services that are tailored to meet both the current and future needs of the Borrower in a cost efficient operating environment.

Commercial Loan Insurance Plan:

You understand that unless you submit an Application for Commercial Loan Insurance Plan ("Application"), and it has been approved by Canada Life as the insurer, you will not be covered under the Commercial Loan Insurance Plan for any facilities under this Letter of Agreement and would be ineligible to submit a claim should you undergo an insurable event.

Counterparts; Electronic Transmissions:

This agreement may be executed in any number of counterparts with the same effect as if all parties hereto had all signed the same document. Any counterpart of this Agreement may be executed and circulated by facsimile, PDF or other electronic means and any counterpart executed and circulated in such a manner shall be deemed to be an original counterpart of this Agreement. All counterparts shall be construed together and shall constitute one and the same original agreement.

Governing Law:

Alberta and the federal Laws of Canada applicable therein.

Schedules:

The following Schedules are attached to and form part of this letter of agreement:
Schedule A – Covenants
Schedule B – Representations and Warranties

Schedule C – Conditions Precedent to Advances

BMO's Legal Counsel: Carscallen

Agreement and Consent

This Letter of Agreement amends and restates, without novation, the Prior Letter, as of September 28th, 2016, without prejudice to the effect of the terms of the Prior Letter or to any actions taken under or pursuant to the Prior Letter prior to such date. The entry into effect of this Letter of Agreement shall not be deemed to waive or limit any of BMO's rights in respect of any Event of Default then existing under the Prior Letter or any Event of Default under this Letter of Agreement which exists because of matters occurring prior to such effective date, whether or not known to BMO.

In accepting this agreement you acknowledge that if, in the opinion of BMO, a material adverse change in risk occurs including, without limitation, any material adverse change in the financial condition, business, property or prospects of the Borrower or any Guarantor, the rights and remedies of BMO, or the ability of the Borrower or any Guarantor to perform its Obligations to BMO, any obligation to Advance some or all of the above Facilities may be withdrawn or cancelled.

Please indicate your acceptance of the terms and conditions hereof by signing and returning one copy of this Letter of Agreement (and making payment of the above noted fee, if applicable) to BMO no later than January 15th, 2022. If your acceptance of this Letter of Agreement is not received by BMO by that date, BMO shall have no obligation to proceed with any of the Facilities.

Yours truly,
BANK OF MONTREAL

By:____________________________
Name: JAYE HUBBARD
Title: Director, Income Property Finance

Agreement and Consent

Accepted and agreed to this _____ day of ________________, 20____
(Day) (Month) (Year)

BORROWER

1194038 ALBERTA LTD.

Signature:_______________________________

Name: _______________________________

Title: _______________________________

GUARANTOR

ALAN DOBISH

Signature:_______________________________

Name: Alan Dobish

Witness Signature:_______________________________

Witness Name: _______________________________

SCHEDULE A

COVENANTS

1. Payment of all indebtedness due to BMO in connection with this Letter of Agreement or any Facility.
2. Maintenance of corporate existence and status, if applicable.
3. Payment of all Taxes when due (including, without limitation, corporate, GST, HST, sales tax and withholding).
4. Compliance with all material Laws, regulations and applicable permits or Approvals (including health, safety and employment standards, labour codes and environmental Laws).
5. Compliance with all material agreements.
6. Use of proceeds to be consistent with the approved purpose.
7. Notices of death of Borrower or Guarantor, Default, material Litigation, and regulatory proceedings to be provided to BMO on a timely basis.
8. Access by BMO to books and records; BMO to have right to inspect property to which its security applies.
9. No assumption of additional indebtedness or guarantee Obligations by Borrower without prior written consent of BMO.
10. No liens or encumbrances on any assets except with the prior written consent of BMO.
11. No change of control or ownership of the Borrower without the prior written consent of BMO.
12. No disposition of property or assets (except in the ordinary course of business) without the prior written consent of BMO.
13. No material acquisitions, hostile takeovers, mergers or amalgamations without BMO's prior written approval.
14. [For multiple currencies]:

    If, for the purposes of obtaining judgment in any court in any jurisdiction with respect to this Letter of Agreement, it becomes necessary to convert into a particular currency (the "Judgment Currency") any amount due under this Letter of Agreement in any currency other than the Judgment Currency (the "Currency Due"), then conversion shall be made at the rate of exchange prevailing on the Business Day before the day on which judgment is given. For this purpose "rate of exchange" means the rate at which BMO is able, on the relevant date, to purchase the Currency Due with the Judgment Currency in accordance with its normal practice at its principal office in Toronto, Ontario. In the event that there is a change in the rate of exchange prevailing between the Business Day before the day on which the judgment is given and the date of receipt by BMO of the amount due, the Borrower will, on the date of receipt by BMO, pay such additional amounts, if any, or be entitled to receive reimbursement of such amount, if any, as may be necessary to ensure that the amount received by BMO on such date is the amount in the Judgment Currency which when converted at the rate of exchange prevailing on the date of receipt by BMO is the amount then due under this Letter of Agreement in the Currency Due. If the amount of the Currency Due which BMO is so able to purchase is less than the amount of the Currency Due originally due to it, the Borrower and each Guarantor jointly and severally (solidarily) agree to indemnify BMO from and against any and all loss or damage arising as a result of such deficiency. This indemnity shall constitute an obligation separate and independent from the other Obligations contained in this Letter of Agreement, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by BMO from time to time and shall continue in full force and effect notwithstanding any judgment or order in respect of an amount due under this Letter of Agreement or under any judgment or order.

SCHEDULE B

REPRESENTATIONS AND WARRANTIES

1. It has the corporate status, power and authority to enter into this Letter of Agreement and any agreement executed in connection with a Facility or any Security to which it is a party, and to perform its Obligations hereunder and thereunder.
2. It is in compliance with all applicable Laws (including environmental Laws) and its existing agreements.
3. Except as otherwise disclosed to BMO in writing, no consent or approval of, registration or filing with, or any other action by, any governmental authority is required in connection with the execution, delivery and performance by it of this Letter of Agreement and any agreement executed in connection with a Facility or any Security to which it is a party.
4. All factual information that has been provided to BMO for purposes of or in connection with this Letter of Agreement or any transaction contemplated herein is true and complete in all material respects on the date as of which such information is dated or certified.
5. No event, development or circumstance has occurred that has had or could reasonably be expected to have a Material Adverse Effect on the business, assets, operations or condition, financial or otherwise, of the Borrower or any Guarantor.
6. There is no material Litigation pending against it or, to its knowledge, threatened against or affecting it.
7. It has timely filed or caused to be filed all required tax returns and reports and has paid or caused to be paid all required Taxes.
8. It has good and marketable title to its properties and assets including ownership of and/or sufficient rights in any material intellectual property.
9. It has complied with all Obligations in connection with any pension plan which it has sponsored, administered or contributed to, or is required to contribute to including, without limitation, registration in accordance with applicable Laws, timely payment of all required contributions or premiums, and performance of all fiduciary and administration Obligations.
10. It maintains insurance policies and coverage that provides sufficient insurance coverage in at least such amounts and against at least such risks as are usually insured against in the same general area by persons in the same or a similar business.
11. It is not in Default nor has any event or circumstance occurred which, but for the passage of time or the giving of notice, or both, would constitute a Default under any loan, credit or security agreement, or under any material instrument or agreement, to which it is a party.

SCHEDULE C

ADDITIONAL CONDITIONS PRECEDENT TO ADVANCES

1. Delivery and review of the articles or other constating documents, by-laws, certified resolutions, shareholder agreements (if any) and good standing or equivalent certificates of each Credit Party demonstrating corporate or organisational status, due capacity and sufficient authority.
2. Delivery of a duly executed copy of the Documentation.
3. Review of all necessary Approvals.
4. Review of all Material Contracts.
5. Review of all information necessary for BMO to comply with all legal and internal requirements in respect of anti-money laundering and proceeds of crime legislation and "know your customer" requirements.
6. Review (as to covered risks, amounts, periods, renewals, issuer(s), named insured(s), beneficiaries, loss payees, caps, standard mortgage and similar clauses, conditions, exclusions and otherwise) by BMO (or its agents) of all insurance policies issued to the Credit Parties.
7. Completion of all due diligence required by BMO in respect of the Credit Parties and their respective business, operations, assets, property and undertaking (including lien, Litigation and solvency searches, as well as real property, insurance, tax, pension and environmental diligence, in each case where and as applicable).
8. Confirmation that all representations, warranties and other declarations made by the Credit Parties under each of the Documentation are true, complete and accurate at the time made or deemed made (including at the time of any Advance).
9. Confirmation that, since the most recent financial statements provided to BMO, no event or series of events has occurred or failed to occur which would reasonably be expected to have, either singly or in the aggregate, a Material Adverse Effect.
10. Confirmation that no Default shall have occurred or be continuing.
11. Payment of all fees, costs, charges, expenses and other amounts then owing under the Documentation.
12. Any other document or action that BMO may reasonably require.

SCHEDULE D

DEFINITIONS

"**Advance**" means an advance, continuation or conversion (where applicable) of any loan or credit extended under this Agreement.

"**Approvals**" means, collectively, all material governmental, regulatory, third party or other approvals, authorizations, consents, rights, titles, interests, franchises, licenses, permits, privileges, qualifications and the like, and orders, registrations, declarations, publications, recordings, filings, notices and such other actions which, in each case, are necessary or desirable (i) for the ownership, lease, operation and normal conduct of the business, property, undertaking and assets of any Credit Party, or (ii) under or in connection with the Facilities and the Documentation (including the execution, delivery, performance, validity, enforceability and perfection (opposability) thereof).

"**Credit Parties**" means, collectively, the Borrower(s) and the Guarantor(s).

"**Default**" means a breach or default or event which, with the giving of notice or the passage of time or both, would constitute a breach or a default (whether as to the performance or fulfilment of any representations, warranties, covenants, obligations or other provisions thereunder) under the applicable documentation (including the Documentation).

"**Documentation**" means, collectively, this Agreement, the Guarantee and Security (set forth below) and all other agreements and documents required to be delivered in connection with the Facilities or the transactions contemplated hereby.

"**including**" means including but without limitation.

"**Laws**" means all laws, statutes, regulations, rules, codes, orders, ordinances, treaties, conventions, judgements, awards, determinations, directives, orders and decrees applicable to a Credit Party, its business or its property, undertaking and assets, including, without limitation, environmental laws and pension plan and other employee plan matters.

"**Litigation**" means any judgment, writ of execution, order, notice of deficiency, injunction or directive rendered, and any notice of infraction, action, suit, proceeding or investigation pending or threatened, in each case against a Credit Party or any of its property or assets.

"**Material Contracts**" means any contract or agreement entered into by any Credit Party in respect of which any material breach or default or any termination or non-renewal would reasonably be expected to have a Material Adverse Effect under clause (i) or (ii) of the definition thereof, as such contracts or agreements may be amended, supplemented, restated, replaced or otherwise modified from time to time to the extent permitted under the Documentation.

"**Material Adverse Effect**" means a material adverse effect on (i) the business, assets, results of operations, prospects or condition (financial or otherwise) of any Credit Party, (ii) the ability of each Credit Party to perform its obligations under the Documentation, or (iii) the legality, validity, binding nature or enforceability of the rights, remedies or recourses of BMO under any of the Documentation.

"**Obligations**" means all debts, liabilities and obligations owed to BMO under or in connection with the Facilities, this Letter of Agreement or any other Documentation (in principal, interest, fees, premiums, penalties, costs, losses, expenses and other charges).

"**Prime Rate**" means the rate of interest announced from time to time by BMO as its reference rate then in effect for determining rates of interest charged on Canadian dollar loans made to its customers in Canada and designated as its prime rate.

"**Taxes**" means all taxes, duties, assessments, imposts, levies and similar charges and claims imposed upon a Credit Party, its income or profits, or upon any properties belonging to it (including, without limitation, corporate, GST, HST, sales tax, real property taxes and other withholdings, deductions and related liabilities).

"**US Base Rate**" means the rate of interest announced from time to time by BMO as its reference rate then in effect for determining rates of interest charged on U.S. Dollar loans made to its customers in Canada and designated as its U.S. base rate.

Company Legal Name: 1194038 ALBERTA LTD.

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Customer Tracking ID: 921215474591300

Application ID: 200278061

ATTENTION:

Please do not remove or discard this sheet and ensure that it is returned with the attached document(s).

Letter of Agreement – Amendment & Restatement

BMO Bank of Montreal

525 8 Ave SW
Calgary, AB T2P 1G1

December 21, 2021

1194038 ALBERTA LTD.
1304 WELBOURN LANE NW,
EDMONTON, ALBERTA T6M 2M2

Attention: Mr. Dobish

LETTER OF AGREEMENT – AMENDMENT & RESTATEMENT

Bank of Montreal ("**BMO**") is pleased to provide this amended and restated Letter of Agreement with respect to the credit Facilities (each a "**Facility**" and collectively, the "**Facilities**") described herein. The letter (the "**Letter of Agreement**") amends and restates the existing Letter of Agreement dated September 28th, 2016 (the "**Prior Letter**"). The Facilities are offered (or continue to be offered, as applicable) on the terms and conditions set out in this Letter of Agreement. The Schedules listed below and attached form part of this Letter of Agreement.

The Schedules listed below and attached form part of this Letter of Agreement. Capitalised terms used but not defined have the meanings ascribed to them in Schedule D.

Notwithstanding any other provision of this Letter of Agreement or in any applicable agreements, any Advance under any Facility hereunder will be made at BMO's sole discretion. Any unutilized portion of any Facility hereunder may be cancelled by BMO at any time without prior notice.

Borrower:	1194038 ALBERTA LTD. **(the "Borrower")**
Guarantor:	ALAN DOBISH **(the "Guarantor")**
Total Facility Limit:	The total approved amount of all facilities shall not exceed $3,396,805.23 at any time.

Your Product Summary

Facility/ Facilities:

Facility No#	Product Type	Authorized Amount	Currency
1	Real Estate Facility - Shared limit/Multi-product/Multi-draw	$535,000.00	CAD
2	Real Estate Facility - Shared limit/Multi-product/Multi-draw	$2,861,805.23	CAD

Your Product Details

Real Estate Facility - Shared limit/Multi-product/Multi-draw

Facility # 1 - New	
Facility Authorization:	$535,000.00 CAD
Current Advanced Amount:	$0.00 CAD
Available Amount:	$0.00 CAD
Type of Loan:	Real Estate Financing
Purpose:	Debt consolidation
Maximum Amortization:	240 months
Advance Options(each a "Loan" and collectively the "Loans")	**Additional Details**
Demand Loan Non Revolving	**Interest Rate:** Prime Rate plus 1.25%. Interest is calculated monthly in arrears, and payable monthly. The Prime Rate in effect as of December 21, 2021 is 2.45%. **Repayment Terms:** Repayable on demand, provided that until demand is made by BMO: Blended monthly payments comprising principal and interest to be paid in arrears, on the last day of each month. The amount of the payment will be initially determined based on the Loan amount, amortization and the interest rate in effect at the time of the Advance. Subject to review at BMO's sole discretion. OR

	Equal monthly principal payments and monthly interest, to be collected separately on the last day of each month. The amount of the payments will be determined based on the Loan amount, amortization and the interest rate in effect at the time of the Advance, as applicable. Prepayments of principal in whole or in part are permitted, without penalty
Fixed Rate Term Loan	**Type of Loan:** Closed Term Loan **Interest Rate:** To be determined at time of Advance. By way of reference only, the rate in effect as of December 21st, 2021 for a 5 year term is 3.69% per annum; and the rate is valid for 14 days, and thereafter subject to change at BMO's sole discretion from time to time. Notwithstanding the foregoing and unless otherwise prohibited by law, if the Loan is not paid in full with interest at the Maturity Date, the Loan shall bear interest at a rate per annum equal to the sum of 3% plus the Prime Rate, determined and accrued daily and compounded monthly, not in Advance, on the outstanding balance, from the Maturity Date and both before and after demand and both before and after judgment until actual payment in full. **Repayment Terms:** Blended monthly payments comprising principal and interest to be paid monthly in arrears, on the last day of each month. The amount of the payment will be determined based on the Loan amount, term, amortization and the interest rate in effect at the time of the Advance. The balance of the Loan then outstanding, together with all accrued and unpaid interest, shall be due and payable at the end of the term of the Loan. **Prepayment Terms:** *Closed Term Loan Only* Prepayment not permitted in whole or in part, prior to the maturity date. **Maximum Term:** 5 years **Maturity Date:** The last day of the month determined based on the term selected and the date of Advance.

The aggregate of all outstanding Advances under this Facility shall at no time exceed the Facility Authorization for this Facility.

Each Loan under this Facility shall be a separate Loan, shall be non-revolving and shall be permanently reduced by any repayments or payments by the Borrower.

The Borrower shall give to BMO 5 Business Days notice with respect to any request for a Loan under this Facility.

Your Product Summary

Real Estate Facility - Shared limit/Multi-product/Multi-draw

Facility # 2 - Existing	
Facility Authorization:	$2,861,805.23 CAD
Current Advanced Amount:	$2,861,805.23 CAD
Available Amount:	$0.00 CAD
Type of Loan:	Real Estate Financing
Purpose:	Re-amortize

Current Advances:

Product type	Account #	Current Balance	Payment Amount	Payment Type	Payment Frequency	Interest Rate	Maturity Date
Fixed Rate Term Loan	0014-6987-020	$2,861,805.23	$19,559.24	Blended Payment	Monthly	3.08%	30-NOV-2021

Maximum Amortization:	240 months
Advance Options(each a "Loan" and collectively the "Loans")	**Additional Details**
Demand Loan Non Revolving	**Interest Rate:** Prime Rate plus 1.25%. Interest is calculated monthly in arrears, and payable monthly. The Prime Rate in effect as of December 21, 2021 is 2.45%. **Repayment Terms:** Repayable on demand, provided that until demand is made by BMO: Blended monthly payments comprising principal and interest to be paid in arrears, on the last day of each month. The amount of the payment will be initially determined based on the Loan amount, amortization and the interest rate in effect at the time of the Advance. Subject to review at BMO's sole discretion. OR Equal monthly principal payments and monthly interest, to be collected separately on the last day of each month. The amount of the payments will be determined based on the Loan amount, amortization and the interest rate in effect at the time of the Advance, as applicable. Prepayments of principal in whole or in part are permitted, without penalty

	Other:
Fixed Rate Term Loan	**Type of Loan:** Closed Term Loan **Interest Rate:** To be determined at time of Advance. By way of reference only, the rate in effect as of December 21, 2021 for a 5 year term is 3.69% per annum; and the rate is valid for 14 days, and thereafter subject to change at BMO's sole discretion from time to time. Notwithstanding the foregoing and unless otherwise prohibited by law, if the Loan is not paid in full with interest at the Maturity Date, the Loan shall bear interest at a rate per annum equal to the sum of 3% plus the Prime Rate, determined and accrued daily and compounded monthly, not in Advance, on the outstanding balance, from the Maturity Date and both before and after demand and both before and after judgment until actual payment in full. **Repayment Terms:** Blended monthly payments comprising principal and interest to be paid monthly in arrears, on the last day of each month. The amount of the payment will be determined based on the Loan amount, term, amortization and the interest rate in effect at the time of the Advance. The balance of the Loan then outstanding, together with all accrued and unpaid interest, shall be due and payable at the end of the term of the Loan. **Prepayment Terms:** *Closed Term Loan Only* Prepayment not permitted in whole or in part, prior to the maturity date. **Maximum Term:** 5 years **Maturity Date:** The last day of the month determined based on the term selected and the date of Advance. **Other:**

The aggregate of all outstanding Advances under this Facility shall at no time exceed the Facility Authorization for this Facility.

Each Loan under this Facility shall be a separate Loan, shall be non-revolving and shall be permanently reduced by any repayments or payments by the Borrower.

The Borrower shall give to BMO 5 Business Days notice with respect to any request for a Loan under this Facility.

Conditions Precedent to Advances:

BMO will not be required to make any Advance to the Borrower unless and until each of the following conditions and each of the additional conditions precedent set out in Schedule C have been met to the entire satisfaction of BMO (at its sole discretion):

Conditions Precedent to be Obtained:

1. Final quote for HVAC working confirming $95M, should the quote be less, loan advance will be adjusted downwards.
2. Payout statement of the high interest loan, funds disbursed by bank counsel and release of charges
3. Bank counsel to control CRA payout and no balance owing after
4. Bank Counsel to control pay-out of private loan to Noreen Skaley
5. Corporate and personal 2020 NOA to confirm no material tax are past due.
6. Evidence of repayment of all indebtedness not otherwise permitted under this Agreement, as applicable.
7. Receipt of all notices, certificates, directions, forms or other Documentation required in connection with an Advance.
8. Confirmation that all real property Taxes have been paid to date.
9. Satisfactory review (site visit) of the Lands, and the condition of the improvements thereon.

Security:

Each of the following documents, instruments, agreements and other assurances (collectively, the "**Security**") shall be delivered to BMO prior to any Advance of funds, in form and substance acceptable to BMO and its solicitors, acting reasonably:

Security Held:

1. Insurance on a "Fire and Extended Coverage" or "All Risks" basis must be arranged (with satisfactory evidence thereof delivered to BMO) satisfactory to BMO for the full insurable or replacement value with loss payable to BMO. The policy is to contain the Standard Mortgage Clause. A copy of the policy is to be provided
2. Delivery of an Up to Date or Existing survey/certificate of location of Mortgaged Property(ies) and all buildings located on the Mortgaged Property(ies), prepared by a surveyor licensed in the jurisdiction in which the property(ies) is/are located,which: - bears the name, address and signature of the surveyor, his official seal and licence number (any, or both), the date of a survey,and - includes a Surveyor's Certificate in the form and content required by the jurisdiction(s) in which the property is located OR - Title insurance from an Approved Title Insurance Provider in respect of Lot: 7 Block: 2 Plan: 772-2579 EXCEPTING THEREOUT ALL MINES AND MINERALS naming BMO as beneficiary
3. Registered first-ranking Collateral Mortgage in the amount of $3,700,000.00 registered over Lot: 7 Block: 2 Plan: 772-2579 EXCEPTING THEREOUT ALL MINES AND MINERALS with the municipal address of 10103 175 St NW, Edmonton, AB, T5S1L9 (the "Mortgaged Property") with appropriate enabling resolutions and Documentation
   Assignment of Rents over 10103 175 St NW, Edmonton, AB, T5S1L9
4. Registered General Security Agreement ("GSA")/Moveable Hypothec ("Hypothec") providing BMO with a security interest/hypothec over all present and after-acquired personal/movable property of the Borrower with a First ranking
5. $3,500,000.00 Personal guarantee from ALAN DOBISH,

Any other documents, instruments or agreements as may be required by BMO, acting reasonably

Covenants

As long as any Advance remains outstanding under or in connection with this Letter of Agreement, or so long as any commitment under this Letter of Agreement remains in effect, the Borrower and any Guarantor will perform and comply with the covenants set out in Schedule A.

Financial Covenants:

In addition, the Borrower and each Guarantor, as applicable, will perform and comply with the following financial covenants, based on financial statements of the Borrower or applicable Guarantor:

Additional Covenants:

In addition, the Borrower and each Guarantor, as applicable, will perform and comply with the following covenants:

1. The Borrower will not, without BMO's prior written consent, participate in any retrofit project or energy or water efficiency project affecting the Mortgaged Property which would have the effect of creating a lien, hypothec or other interest (including, but without limitation, a local improvement charge or similar interest) in the Mortgaged Property ranking, or potentially ranking, in priority to or *pari passu* with the interest of BMO in the Mortgaged Property, whether or not such project is sponsored or endorsed by a municipal or other government, governmental organization or utility.
2. Breach fees $1,000 per breach
3. Negative Covenants - DSC covenant should be greater than or equal to 1.25:1
4. Covenant to be tested as per Actual Net operating income from the property divide by principal and interest payments for the loan

Reporting Requirements:

Annual	Annual Accountant Prepared Notice to Reader financial statements within 90 days of fiscal year end for 1194038 Alberta Ltdwith Corporate Notice of Assessment NOA and T2. Al Dobish Personal Financial Statements with confirmation of all assets and Personal Notice of Assessment Copy of insurance policy yearly with financial statements Confirmation of all property taxes has been paid on property yearly

A $150 per month fee will be applied for non compliance with reporting requirements. The application of this fee does not waive the Default condition.

Prompt notification of management letters, Default notices, Litigation, and any other material events

Satisfactory evidence that all Taxes (including, without limitation, GST, HST, sales tax, withholdings, etc.) have been paid to date

Representations and Warranties:

The Borrower and each Guarantor, as applicable, makes the representations and warranties set out in Schedule B. All representations and warranties of the Borrower and any Guarantor, in addition to any representation or warranty provided in any document executed in connection with a Facility or any Security, shall be true and correct on the date of this Letter of Agreement and on the date of any Advance under a Facility.

Noteless Advances:

The Borrower acknowledges that the actual recording of the amount of any Advance or repayment thereof under the Facilities, and interest, fees and other amounts due in connection with the Facilities, in an account of the Borrower maintained by BMO, shall constitute *prima facie* evidence of the Borrower's indebtedness and liability from time to time under the Facilities;

provided that the obligation of the Borrower to pay or repay any indebtedness and liability in accordance with the terms and conditions of the Facilities set out in this Letter of Agreement shall not be affected by the failure of BMO to make such recording. The Borrower also hereby acknowledges being indebted to BMO for principal amounts shown as outstanding from time to time in BMO's account records, and all accrued and unpaid interest in respect thereto, which principal and interest the Borrower hereby undertakes to pay to BMO in accordance with the terms and conditions applicable to the Facilities as set out in this Letter of Agreement.

Fees:

All costs and expense incurred by BMO in connection with this Letter of Agreement and the Facilities (including without limitation all legal, appraisal, consulting, and registration fees), and the enforcement of the Security are for the account of the Borrower.

A one-time fee ("Fee") of $2500 is payable by the Borrower to BMO upon acceptance of this Letter of Agreement. This fee is deemed to be earned by BMO upon acceptance of this Letter of Agreement, to compensate for time, effort and expense incurred by BMO in authorizing these Facilities.

Credit renewal fees will be payable as advised by BMO annually; at the date of this letter such fees are estimated to be 10 basis points. All fees payable under this Letter of Agreement shall be paid to BMO on the dates due, in immediately available funds. Fees paid shall not be refundable except in the case of manifest error in the calculation of any fee payment.

Banking Services:

The Borrower shall maintain its Bank Accounts, solely with the BMO. Borrower acknowledges that the pricing (including interest, fees and charges) contained in this Letter of Agreement is contingent on the Borrower maintaining all of its operating accounts with BMO. In the event the Borrower does not do so, BMO may, at any time, in its sole discretion and without any requirement to obtain the agreement of, or provide prior notice to the Borrower, increase such pricing.

Treasury & Payment Solutions:

BMO will provide Non-Credit and treasury & payment solutions to the Borrower. A Treasury & Payment Specialist will contact the Borrower to implement BMO's On-Line Banking for Business platform (OLBB) and discuss additional treasury & payment features such as Electronic Funds Transfer (EFT), Wire Payments, BMO DepositEdge® and Moneris® Payment Processing Solutions. BMO's objective is to provide a package of services that are tailored to meet both the current and future needs of the Borrower in a cost efficient operating environment.

Commercial Loan Insurance Plan:

You understand that unless you submit an Application for Commercial Loan Insurance Plan ("Application"), and it has been approved by Canada Life as the insurer, you will not be covered under the Commercial Loan Insurance Plan for any facilities under this Letter of Agreement and would be ineligible to submit a claim should you undergo an insurable event.

Counterparts; Electronic Transmissions:

This agreement may be executed in any number of counterparts with the same effect as if all parties hereto had all signed the same document. Any counterpart of this Agreement may be executed and circulated by facsimile, PDF or other electronic means and any counterpart executed and circulated in such a manner shall be deemed to be an original counterpart of this Agreement. All counterparts shall be construed together and shall constitute one and the same original agreement.

Governing Law:

Alberta and the federal Laws of Canada applicable therein.

Schedules:

The following Schedules are attached to and form part of this letter of agreement:
Schedule A – Covenants
Schedule B – Representations and Warranties

Schedule C – Conditions Precedent to Advances

BMO's Legal Counsel: Carscallen

Agreement and Consent

This Letter of Agreement amends and restates, without novation, the Prior Letter, as of September 28th, 2016, without prejudice to the effect of the terms of the Prior Letter or to any actions taken under or pursuant to the Prior Letter prior to such date. The entry into effect of this Letter of Agreement shall not be deemed to waive or limit any of BMO's rights in respect of any Event of Default then existing under the Prior Letter or any Event of Default under this Letter of Agreement which exists because of matters occurring prior to such effective date, whether or not known to BMO.

In accepting this agreement you acknowledge that if, in the opinion of BMO, a material adverse change in risk occurs including, without limitation, any material adverse change in the financial condition, business, property or prospects of the Borrower or any Guarantor, the rights and remedies of BMO, or the ability of the Borrower or any Guarantor to perform its Obligations to BMO, any obligation to Advance some or all of the above Facilities may be withdrawn or cancelled.

Please indicate your acceptance of the terms and conditions hereof by signing and returning one copy of this Letter of Agreement (and making payment of the above noted fee, if applicable) to BMO no later than January 15th, 2022. If your acceptance of this Letter of Agreement is not received by BMO by that date, BMO shall have no obligation to proceed with any of the Facilities.

Yours truly,
BANK OF MONTREAL

By:____________________________
Name: JAYE HUBBARD
Title: Director, Income Property Finance

Agreement and Consent

Accepted and agreed to this _____ day of ________________, 20____
(Day) (Month) (Year)

BORROWER

1194038 ALBERTA LTD.

Signature:________________________________

Name: ________________________________

Title: ________________________________

GUARANTOR

ALAN DOBISH

Signature:________________________________

Name: Alan Dobish

Witness Signature:________________________________

Witness Name: ________________________________

SCHEDULE A

COVENANTS

1. Payment of all indebtedness due to BMO in connection with this Letter of Agreement or any Facility.
2. Maintenance of corporate existence and status, if applicable.
3. Payment of all Taxes when due (including, without limitation, corporate, GST, HST, sales tax and withholding).
4. Compliance with all material Laws, regulations and applicable permits or Approvals (including health, safety and employment standards, labour codes and environmental Laws).
5. Compliance with all material agreements.
6. Use of proceeds to be consistent with the approved purpose.
7. Notices of death of Borrower or Guarantor, Default, material Litigation, and regulatory proceedings to be provided to BMO on a timely basis.
8. Access by BMO to books and records; BMO to have right to inspect property to which its security applies.
9. No assumption of additional indebtedness or guarantee Obligations by Borrower without prior written consent of BMO.
10. No liens or encumbrances on any assets except with the prior written consent of BMO.
11. No change of control or ownership of the Borrower without the prior written consent of BMO.
12. No disposition of property or assets (except in the ordinary course of business) without the prior written consent of BMO.
13. No material acquisitions, hostile takeovers, mergers or amalgamations without BMO's prior written approval.
14. [For multiple currencies]:

    If, for the purposes of obtaining judgment in any court in any jurisdiction with respect to this Letter of Agreement, it becomes necessary to convert into a particular currency (the "Judgment Currency") any amount due under this Letter of Agreement in any currency other than the Judgment Currency (the "Currency Due"), then conversion shall be made at the rate of exchange prevailing on the Business Day before the day on which judgment is given. For this purpose "rate of exchange" means the rate at which BMO is able, on the relevant date, to purchase the Currency Due with the Judgment Currency in accordance with its normal practice at its principal office in Toronto, Ontario. In the event that there is a change in the rate of exchange prevailing between the Business Day before the day on which the judgment is given and the date of receipt by BMO of the amount due, the Borrower will, on the date of receipt by BMO, pay such additional amounts, if any, or be entitled to receive reimbursement of such amount, if any, as may be necessary to ensure that the amount received by BMO on such date is the amount in the Judgment Currency which when converted at the rate of exchange prevailing on the date of receipt by BMO is the amount then due under this Letter of Agreement in the Currency Due. If the amount of the Currency Due which BMO is so able to purchase is less than the amount of the Currency Due originally due to it, the Borrower and each Guarantor jointly and severally (solidarily) agree to indemnify BMO from and against any and all loss or damage arising as a result of such deficiency. This indemnity shall constitute an obligation separate and independent from the other Obligations contained in this Letter of Agreement, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by BMO from time to time and shall continue in full force and effect notwithstanding any judgment or order in respect of an amount due under this Letter of Agreement or under any judgment or order.

SCHEDULE B

REPRESENTATIONS AND WARRANTIES

1. It has the corporate status, power and authority to enter into this Letter of Agreement and any agreement executed in connection with a Facility or any Security to which it is a party, and to perform its Obligations hereunder and thereunder.
2. It is in compliance with all applicable Laws (including environmental Laws) and its existing agreements.
3. Except as otherwise disclosed to BMO in writing, no consent or approval of, registration or filing with, or any other action by, any governmental authority is required in connection with the execution, delivery and performance by it of this Letter of Agreement and any agreement executed in connection with a Facility or any Security to which it is a party.
4. All factual information that has been provided to BMO for purposes of or in connection with this Letter of Agreement or any transaction contemplated herein is true and complete in all material respects on the date as of which such information is dated or certified.
5. No event, development or circumstance has occurred that has had or could reasonably be expected to have a Material Adverse Effect on the business, assets, operations or condition, financial or otherwise, of the Borrower or any Guarantor.
6. There is no material Litigation pending against it or, to its knowledge, threatened against or affecting it.
7. It has timely filed or caused to be filed all required tax returns and reports and has paid or caused to be paid all required Taxes.
8. It has good and marketable title to its properties and assets including ownership of and/or sufficient rights in any material intellectual property.
9. It has complied with all Obligations in connection with any pension plan which it has sponsored, administered or contributed to, or is required to contribute to including, without limitation, registration in accordance with applicable Laws, timely payment of all required contributions or premiums, and performance of all fiduciary and administration Obligations.
10. It maintains insurance policies and coverage that provides sufficient insurance coverage in at least such amounts and against at least such risks as are usually insured against in the same general area by persons in the same or a similar business.
11. It is not in Default nor has any event or circumstance occurred which, but for the passage of time or the giving of notice, or both, would constitute a Default under any loan, credit or security agreement, or under any material instrument or agreement, to which it is a party.

SCHEDULE C

ADDITIONAL CONDITIONS PRECEDENT TO ADVANCES

1. Delivery and review of the articles or other constating documents, by-laws, certified resolutions, shareholder agreements (if any) and good standing or equivalent certificates of each Credit Party demonstrating corporate or organisational status, due capacity and sufficient authority.
2. Delivery of a duly executed copy of the Documentation.
3. Review of all necessary Approvals.
4. Review of all Material Contracts.
5. Review of all information necessary for BMO to comply with all legal and internal requirements in respect of anti-money laundering and proceeds of crime legislation and "know your customer" requirements.
6. Review (as to covered risks, amounts, periods, renewals, issuer(s), named insured(s), beneficiaries, loss payees, caps, standard mortgage and similar clauses, conditions, exclusions and otherwise) by BMO (or its agents) of all insurance policies issued to the Credit Parties.
7. Completion of all due diligence required by BMO in respect of the Credit Parties and their respective business, operations, assets, property and undertaking (including lien, Litigation and solvency searches, as well as real property, insurance, tax, pension and environmental diligence, in each case where and as applicable).
8. Confirmation that all representations, warranties and other declarations made by the Credit Parties under each of the Documentation are true, complete and accurate at the time made or deemed made (including at the time of any Advance).
9. Confirmation that, since the most recent financial statements provided to BMO, no event or series of events has occurred or failed to occur which would reasonably be expected to have, either singly or in the aggregate, a Material Adverse Effect.
10. Confirmation that no Default shall have occurred or be continuing.
11. Payment of all fees, costs, charges, expenses and other amounts then owing under the Documentation.
12. Any other document or action that BMO may reasonably require.

BMO Financial Group

Western Canada SAMU
525 – 8th Avenue SW, 9th Floor
Calgary, AB T2P 1G1
Tel.: 403-503-6206
Fax: 403-503-7020
bmo.com

This is Exhibit " R " to the Affidavit of Alan Dobish
Sworn before me this 7 day of March A.D. 2023

A Notary Public / A Commissioner for Oaths in and for the Province of Alberta
Amber M. Poburan
Barrister & Solicitor

Sent via email: **adobish@shaw.ca**

June 3, 2022

1194038 Alberta Ltd.
1304 Welbourn Lane NW
Edmonton, AB T6M 2M2

Re: Bank of Montreal ("BMO" or the "Bank") Credit Facilities Extended to 1194038 Alberta Ltd. ("1194038" or the "Borrower")

Dear Alan Dobish:

Further to our previous discussion and email correspondence regarding the credit facilities of the Borrower with the Bank, the Bank is concerned about various continuing defaults under those facilities and wishes to formalize its intent going forward.

BMO would like to work with you to complete your transition to another lender. In essence, the Bank wishes to exit its relationship with the Borrower, who is presently in default of its lending agreement. The Bank is willing to accommodate an orderly, efficient and timely transition of the Borrower from the Bank to another lender, and tolerate existing defaults as of the date of this letter, upon certain terms being agreed to, in writing, by the Borrower. In this regard, the Bank is willing to refrain from further action, so long as the Borrower confirms and agrees to the following:

1. As at June 3, 2022, BMO has extended funds to the Borrower under the letter of agreement amendment and restatement dated December 21, 2021 (the "**Letter of Agreement**") in the amount of $2,826,367.46 (the "**Loan**"), and is duly and justly indebted to BMO in the amount of the Loan, plus all applicable interest and costs on a solicitor and client full indemnity basis (the "**Indebtedness**").

2. The Borrower is in default of the Letter of Agreement and related security documentation executed in favour of the Bank (collectively, the "**Loan Documents**"), including as follows:

   (a) Borrower has failed to maintain its accounts solely with the Bank;

   (b) ~~Borrower has obtained additional debt without the prior written consent of the Bank;~~ Absolutely Not True!!! Christopher Cameron of BMO was notified of everything up front in meetings before Any Mortgage Funds were paid out

   (c) ~~Borrower has granted security over its assets to other lenders without the prior written consent of the Bank;~~ Absolutely not true. Christopher Cameron advised us and my lawyer to delay Registering Private Finance security with land titles.

   (d) Borrower has not made its May 2022 loan payment

Borrower will Deposit $16,655.49 in Acct. on June 17/22 upon my return from the United States.

BMO Financial Group

Western Canada SAMU
525 – 8th Avenue SW, 9th Floor
Calgary, AB T2P 1G1
Tel.: 403-503-6206
Fax: 403-503-7020
bmo.com

3. The Borrower will find alternative financing to payout the Bank in full on or before August 5, 2022.

4. The Borrower will make the outstanding payment on or before June 10, 2022 and will ensure sufficient funds are in the account for the future payments prior to the payment date. Due to the fact I am in United States at this moment I will make the deposit of $16,655.49 or More, on or before June 17/22 upon my Return to Canada. I will try to find a solution for today if Possible.

5. The Bank will consider waiving the payout penalty if the Borrower repays the Bank, in full including any costs or legal fees, prior to August 5, 2022.

Should the Borrower be in agreement with the foregoing and sign and return this letter to the Bank no later than June 10, 2022, the Bank will refrain from further action upon its facilities so long as the Borrower is not in breach of the terms of this letter, there is no further default under the terms of the Loan Documents, and the Bank does not otherwise determine, in its sole discretion, its security and collateral position to be in jeopardy. To be clear, the Bank is not waiving any defaults of the Borrower, which are acknowledged by the Borrower and continuing, and the Bank reserves all of its rights and remedies in respect of existing, continuing and future defaults of the Borrower.

Should you not obtain alternative financing arrangements by August 5, 2022, we will consider further steps in this matter.

Sincerely,

M Madrigga

Michelle Madrigga, CPA, CGA, CIRP
Senior Account Manager, Special Accounts Management Unit

ACKNOWLEDGED AND AGREED TO THIS 15th **DAY OF JUNE 2022.**

1194038 ALBERTA LTD.
Per:

Alan Dobish

Alan Dobish, President

Darlene Irwin

From:	AL DOBISH <adobish@shaw.ca>
Sent:	February-21-23 1:11 AM
To:	Amber Poburan
Subject:	Mortgage Payment Deposited for 1194038 Alberta Ltd.

This is Exhibit "S" to the Affidavit of Al Dobish
Sworn before me this 7 day of March A.D. 2023
A Notary Public / A Commissioner for Oaths in and for the Province of Alberta
Amber M. Poburan
Barrister & Solicitor

Begin forwarded message:

From: "Madrigga, Michelle" <Michelle.Madrigga@bmo.com>
Subject: RE: Mortgage Payment Deposited for 1194038 Alberta Ltd.
Date: June 16, 2022 at 8:33:59 AM MDT
To: AL DOBISH <adobish@shaw.ca>
Cc: "Trace, Susy" <strace@millerthomson.com>

Dear Al,

Thank you for the returned pages. Please note that if you are disputing the fact that you did not receive the prior written consent of the Bank before each of the two separate advances and mortgages ($200,000 with in January 2017 and $60,000 in January 2018), please provide us with copies of each of the two written consents you received from the Bank. If you did not receive our written consent for each of the two advances prior to obtaining the loans, then our letter is accurate and we request that you sign and return another copy of the letter without your handwritten notations.

We confirm that the deposit is now in your account and we will process the outstanding May loan payment this morning. Thank you for addressing this matter.

Yours sincerely,

Michelle Madrigga, CPA, CGA, CIRP
Senior Account Manager, ERPM Western Canada

BMO Financial Group
525 – 8th Ave SW, 9th Floor
Calgary, AB T2P 1G1

michelle.madrigga@bmo.com
T 403-503-6206
F 403-503-7020

Note change in address – please update your records accordingly

From: AL DOBISH <adobish@shaw.ca>
Sent: June 15, 2022 5:44 PM
To: Madrigga, Michelle <Michelle.Madrigga@bmo.com>
Subject: Mortgage Payment Deposited for 1194038 Alberta Ltd.

Michelle

Hi again . Please be advised I managed to figure out a way to get a staff member into my home office to grab the Mortgage Cheque and my Bank Card to make the deposit into BMO Wolf Willow Branch so the funds for June Mortgage payment are in the Account .

Please apply to Mortgage . Thank You .

egards

Al Dobish

1194038 Alberta Ltd.

From: "AL DOBISH" <adobish@shaw.ca>
To: "Michelle Madrigga" <Michelle.Madrigga@bmo.com>
Sent: Wednesday, June 15, 2022 3:19:45 PM
Subject: Re: 1194038 Alberta Ltd.

Michelle

Please see attached BMO Letter Signed with Notes on it . My sincere apologies as I still don't have anyone to do a deposit for me for today but I am trying to come up with a way to do so . I'm sorry it is the best I can do and I absolutely guarantee it will get as do we have the funds . I tried to call to get a little ph time with but I was unable to catch you .

Please see attached . If you have or know of a way to do this without a physical cheque between banks please let me know .

Regards

Al Dobish

1194038 Alberta Ltd.

From: "Michelle Madrigga" <Michelle.Madrigga@bmo.com>
To: "AL DOBISH" <adobish@shaw.ca>

Sent: Wednesday, June 15, 2022 8:08:28 AM
Subject: RE: 1194038 Alberta Ltd.

Dear Al,

With respect to the two, non-BMO advances and mortgages ($200,000 and $60,000) that occurred subsequent to the original BMO mortgage you have not provided any indication that the Bank provided you with its written consent prior to each of these two advances and mortgages. If you have specific prior written consent documents for each of the two advances, please provide these. The initial Commitment Letter dated September 28, 2016 (copy attached) indicated that the BMO mortgage amount was to be granted for $3,700,000 and that the initial advance was $3,500,000. The Commitment Letter further indicated that in the 2017 annual review the Bank would consider advancing an additional amount, subject to its annual review. Further, the negative covenants clearly indicate that the borrower agrees not to incur any additional indebtedness without the written consent of the Bank.

Regardless of the above, you have failed to maintain your accounts solely with BMO and are in default with your payments. As discussed, this is unacceptable and the Bank is seeking to exit this relationship. If you would like to address this exit in an amicable way and avoid the additional costs associated with the Bank pursuing legal options, you need to return the signed acknowledgement and address the outstanding May payment by close of business today.

Yours sincerely,

Michelle Madrigga, CPA, CGA, CIRP
Senior Account Manager, ERPM Western Canada

BMO Financial Group

525 – 8th Ave SW, 9th Floor
Calgary, AB T2P 1G1

michelle.madrigga@bmo.com
T 403-503-6206
F 403-503-7020

Note change in address – please update your records accordingly

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From: AL DOBISH <adobish@shaw.ca>
Sent: June 14, 2022 4:15 PM
To: Madrigga, Michelle <Michelle.Madrigga@bmo.com>
Subject: Re: 1194038 Alberta Ltd.

Michelle

Good afternoon . I have looked at your letter as of yesterday evening , and I am prepared to sign the letter but need a little clarity on a major issue . If it is possible I would like to have a quick 5-10 minute phone call with you to discuss before signing and sending .

I would like to say that I am prepared to move my mortgage financing requirements from BMO and would like to part Company on good terms if possible .

Also it is " Not a Problem" to make the required payments on the BMO Mortgage through the interim , while we make arrangements to get this Mortgage paid out in full with BMO.

Since BMO has called the Mortgage I expect and require that the " Payout Penalty be Waived " and I need something in writing stating there will be no Payout Penalty at as long as we go by the terms of your letter on June 3rd and that the Mortgage will be paid out in August of 2022 .

On Section 2. pg. 1 of your letter , clause B and C are " Simply Not True" as Christopher Cameron your BMO Commercial Mortgage representative was notified by me that because BMO decided to withhold the $200,000 and only advance 3.5 million we were short by $200,000 in order to settle the Lawsuit by end of Sept 2016 . We told Christopher Cameron of BMO that we needed the $200,000 and we would get the $200,000 by private financing and in that meeting we absolutely disclosed up front to Christopher Cameron we would be borrowing $200,000 and have to allow the private finance guys to be in second place on 1194038 Alberta Ltd.

We were instructed by Christopher Cameron to allow BMO to register with Land Titles so BMO would be in first place and then the private finance people could register later , eventually show on Land Titles in Second place. We were never told we needed to ask for permission from BMO to do so and since Christopher Cameron was a BMO representative as far as we were concerned we not doing anything that would put us in default .

I respectfully submit that we work together to resolve these issues and part in Good Company without any bad will . I absolutely Guarantee that BMO's security and collateral position is not in jeopardy and that the Mortgage after this weeks payment , along with Property Taxes , insurance are all in good standing .

Regards
Alan Dobish

1194038 Alberta Ltd.

From: "Michelle Madrigga" <Michelle.Madrigga@bmo.com>
To: "AL DOBISH" <adobish@shaw.ca>

Sent: Monday, June 13, 2022 11:53:47 AM
Subject: RE: 1194038 Alberta Ltd.

Hi Al,

The letter was sent via email to this email address through our secure file email. I have now resent it again. You will need to follow the instructions in the email to access the letter.

Michelle Madrigga, CPA, CGA, CIRP
Senior Account Manager, ERPM Western Canada

BMO Financial Group

525 – 8th Ave SW, 9th Floor
Calgary, AB T2P 1G1

michelle.madrigga@bmo.com
T 403-503-6206
F 403-503-7020

Note change in address – please update your records accordingly

---

From: AL DOBISH <adobish@shaw.ca>
Sent: June 13, 2022 12:36 PM
To: Madrigga, Michelle <Michelle.Madrigga@bmo.com>
Subject: Re: 1194038 Alberta Ltd.

Michelle

How are you doing ?? I have not seen this letter of June 3/2022 as I am currently in the U.S. as I attended the Namm Music Trade show in Calif. which is a very important trade show for my Music Instrument Retail Business . I left Canada on May 28th and I am currently in Scottsdale Arizona at this moment where Fender Music Instrument Corp. is located .

Please send a PDF format letter to my email of adobish@shaw.ca

Regards

Al Dobish

1194038 Alberta Ltd.

From: "Michelle Madrigga" <Michelle.Madrigga@bmo.com>
To: "Al Dobish" <adobish@shaw.ca>
Sent: Monday, June 13, 2022 9:38:23 AM
Subject: 1194038 Alberta Ltd.

Dear Al,

We refer to our letter of June 3, 2022 and have not received your reply. As indicated in our letter your May loan payment is outstanding. If we do not receive this payment as well as the signed acknowledgement from our letter of June 3, 2022, by close of business tomorrow, we will be discussing the next steps with our legal counsel.

Yours sincerely,

Michelle Madrigga, CPA, CGA, CIRP
Senior Account Manager, ERPM Western Canada

BMO Financial Group

525 – 8th Ave SW, 9th Floor
Calgary, AB T2P 1G1

michelle.madrigga@bmo.com
T 403-503-6206
F 403-503-7020

Note change in address – please update your records accordingly

Darlene Irwin

From:	AL DOBISH <adobish@shaw.ca>
Sent:	February-21-23 12:06 AM
To:	Amber Poburan
Subject:	CWB Letter of Interest
Attachments:	2022 08 12 Loan Proposal 1194038 Alberta Ltd.pdf
Importance:	High

This is Exhibit "I"
to the Affidavit of
Alan Dobish
Sworn before me this
7 day of March
A.D. 2023

A Notary Public, A Commissioner for Oaths in and for the Province of Alberta

Amber M. Poburan
Barrister & Solicitor

Begin forwarded message:

From: "Henry Gill" <henrygill@dominionlending.ca>
Subject: RE: CWB Letter of Interest
Date: August 18, 2022 at 3:24:36 PM MDT
To: "'AL DOBISH'" <adobish@shaw.ca>

Hi Al,

Please see attached – a proposed letter of interest from CWB.
Keep in mind, this is just one offer as we are waiting on another 2 or 3. But in the meantime, I want to send you what I have so far.

The other lenders sent me the following questions:

- A bit more background on Mr Al Dobish and where he currently banks?
- I noticed that there is a $260K mortgage caveat in favour of Joginder Sunner and Guggendeep Jawanda on the property. More details on this please?
- With regards to the Repair and Maintenance expense, it looks like they've been historically fairly low, with the exception of 2021 which shows an expense of $17,500. Do you know what this expense was for? Was it just a one off?

Please get these answers back to me at your earliest.

Thank you,

Henry Gill
Mortgage Associate
CMP Top Broker
DLC Capital Region
103, 14727 87 Avenue
Edmonton, AB T5R 4E5
www.henrygill.ca
henrygill@dominionlending.ca
780.498.2873

ABL | Alberta Business Loans

This is Exhibit "U" to the Affidavit of Alan Dobish
Sworn before me this 7 day of March A.D. 2023
A Notary Public / A Commissioner for Oaths in and for the Province of Alberta
Amber M. Poburan
Barrister & Solicitor

Alberta Business Loans Inc.
9360 – 34 Avenue NW
Edmonton, Alberta T6E 5X8
Tel: 780.469.3669 | Fax: 780.466.7083

August 11, 2022

1194038 Alberta Ltd.
13040 Welbourn Lane NW
Edmonton, Alberta T6M 2M2

Attention: Mr Al Dobish

RE: Letter of Engagement

This Letter of Engagement is to outline the nature of our services with **1194038 Alberta Ltd.** (the Client) as well as to summarize the fees for our services.

You have requested the assistance of Alberta Business Loans Inc., (ABL), in association with Henry Gill of DLC Capital Region, for the purpose of arranging financing of approximately **$3,200,000** or such amount as determined between the lender and yourselves, to refinance your property located at 10103 – 175 Street NW Street, Edmonton, Alberta.

Fee for services

If successful, and in consideration of services rendered, the Client agree to pay ABL a success fee of **$30,000** which fee shall be deemed earned and payable at the time of approval and acceptance by the Client of a loan approval issued by a lender.

All fees are subject to applicable GST. Any associated lender fees are not included.

We look forward to working together with you to achieve your business financing success.

Please contact the writer should you have any questions.

________________________ Date: ____________________

Louis Fradette
ALBERTA BUSINESS LOANS INC.

CC: HENRY GILL / DLC CAPITAL REGION

Acceptance:

I have read the foregoing and understand the terms and conditions and agree to these terms and conditions.

Al Dobish Date: Aug 15 / 2022

1194038 Alberta Ltd.

Form 1652 (04/22)

CWB Canadian Western Bank

This is Exhibit "V" to the Affidavit of Alan Dobish
Sworn before me this 7 day of March A.D. 2023

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

Amber M. Poburan
Barrister & Solicitor

August 12, 2022

1194038 Alberta Ltd
10103 175 Street NW
Edmonton AB

Attention: Al Dobish

Canadian Western Bank (the "Bank") is pleased to discuss the possibility of establishing in favour of 1194038 Alberta Ltd (the "Borrower") a credit facility ("the Facility"). The objective of this letter is to confirm our understanding of your requirements and assist you in identifying any aspects requiring further negotiation.

1. **LOAN AMOUNT**:

1.1. Loan Segment (1): Demand Non-Revolving Term Loan for $3,200,000

2. **PURPOSE OF LOAN**:

Amounts advanced by the Bank are to be used by the Borrower as follows:

2.1. Loan Segment (1): To provide term financing over property legally described as Lot 7 Block 2, Plan 7722579 civically known as 10103 175 Street NW Edmonton AB

3. **INTEREST RATE**:

Loans shall bear interest while outstanding before and after maturity and default at the following rates:

3.1. Loan Segment (1): Interest to float at a rate of 1.50% per annum above the Bank's Prime Lending Rate ("Prime"). As of the date of this Agreement, Prime is 4.70%.

OR

Loan Segment (1): The interest rate payable shall be a fixed annual rate, calculated and compounded annually, not in advance which, subject to availability of funds, the Bank shall exercise its best efforts to obtain funds on a fixed rate basis acceptable to the Borrower and the Bank for the term selected.

TERM	INTEREST RATE	INITIAL CHOICE OF TERM
1 Year	6.32%	
2 Years	6.40%	
3 Years	6.50%	
4 Years	6.65%	
5 Years	6.75%	

Unless otherwise specified, all interest shall be payable without demand on the dates specified by the Bank and shall be calculated daily, compounded monthly. Overdue interest shall bear interest at the same rate.

4. **ADVANCES:**

4.1. Loan segment (1): Shall be advanced on a lump sum basis following satisfaction of the Conditions Precedent as set forth in Schedule "C" herein attached.

5. **TERM AND LOAN MATURITY DATE**:

5.1. Loan Segment (1): The Loan is repayable in full, together with all interest, costs and charges, the earlier of the chosen term (the "Loan Maturity Date") or the date payment is demanded as a result of default by the Borrower.

6. **REPAYMENT**:

6.1. Loan Segment (1): An interest adjustment shall be payable for the period from the date of advance to the first day of the month following the date of advance and shall be deducted from the amount of the advance. Thereafter, so long as the loan is not in default, the Borrower shall make monthly blended payments of principal and interest each in an amount sufficient to amortize the loan, at the interest rate, 25 year period payable the first day of each month.

7. **PREPAYMENT**:

7.1. The Borrower may prepay the whole, but not part, of the sum unpaid principal balance under the loan(s) at any time, by payment of a prepayment charge equal to the greater of the following:

(a) three (3) months interest calculated on the unpaid principal balance at the rate provided herein; or

(b) The total amount of interest on the prepayment amount using the interest rate applicable to the fixed rate term loan being prepaid, calculated for the period of time from the prepayment date until the loan term maturity date for the fixed rate term loan being prepaid.

8. **AVAILABILITY**:

8.1. Subject to satisfaction or waiver by the Bank of all conditions, the Loan(s) will be advanced in one lump sum.

9. **SECURITY AND SUPPORTING DOCUMENTS**:

The attached Schedule "A" forms part of this Agreement.

10. **INSURANCE**:

The attached Schedule "B" forms part of this Agreement.

10.1. Assignment of all risk (including flood and collapse), fire and theft replacement cost insurance satisfactory to the Bank covering all machinery, equipment, fixtures and building which shall contain the Standard Mortgage Clause approved by the Insurance Bureau of Canada. The policy shall contain comprehensive general Public Liability coverage of not less than $4,000,000 and Business Interruption Insurance.

11. **CONDITIONS PRECEDENT TO DRAWDOWN**:

The attached Schedule "C" forms part of this Agreement.

12. **GENERAL CONDITIONS/EVENTS OF DEFAULT**:

The attached Schedule "D" forms part of this Agreement.

13. **REPORTING REQUIREMENTS**:

The attached Schedule "E" forms part of this Agreement.

14. **STANDARD LOAN TERMS & DEFINITIONS**:

The attached Schedule "F" forms part of this Agreement.

15. **FEES**:

15.1. The Borrower shall pay to the Bank a commitment/application fee of $5,000 of which $2,500 is payable as an application fee to the Bank and the balance of $2,500 shall be paid to the bank at the time of acceptance of this Agreement and which fee shall be deemed to have been fully earned and not be refundable.

15.2. The borrower shall pay an annual review fee of $1,500 of principal sum outstanding each year in conjunction with the annual review (based on the Borrower's fiscal yearend financial statements) to renew outstanding loans.

15.3. The Borrower shall pay a late reporting fee of $250 for each monthly report. In addition, a fee of $250 per month, or portion thereof, shall apply for late provision of annual Financial Statements/Reporting after expiry of 120 day period.

16. **INTEREST AND FEES**:

The Bank has underwritten the Loan to the Borrower on the basis that the interest rate and fees provided for in this letter will be paid to the Bank over the period from the date of acceptance of this letter to the Loan Maturity Date and that the Loan will be fully repaid by the Loan Maturity Date. The Borrower acknowledges to the Bank that unless the Loan Maturity Date has been extended by agreement between the Borrower and the Bank by the Loan Maturity Date, then the Bank is entitled to be compensated for:

(i) loss of ability to earn additional fee income on the Loan principal after the Loan Maturity Date:

(ii) loss of opportunity to reinvest the Loan funds at then current market rates after the Loan Maturity Date; and

(iii) the increased risk to the Bank of the Loan being outstanding after the Loan Maturity Date;

17. **PARTIAL DISCHARGES**:

17.1. Shall not be permitted.

18. **COSTS**:

The cost of all appraisals and environmental reports, the legal costs of the Bank on a solicitor-client basis, costs of the Bank's insurance consultant and all other reasonable out-of-pocket expenses incurred in the approval and making of the Loan and the preparation, execution, delivery and registration of the Security and Supporting Documents (including the cost of delivering copies of any documents required by law to be given to the Borrower or any other party) or in the collection of any amount owing under the terms of the Loan shall be for the account of the Borrower and may be debited to advances to be made under the terms of the Loan. Until paid, all such costs and expenses shall bear interest at the rate described in Section 3 of this Agreement.

19. **ASSIGNMENT BY BORROWER**:

The Borrower shall not assign or encumber its rights and obligations under the Loan(s), this Agreement or the whole or any part of any advance to be made hereunder, without the prior written consent of the Bank.

20. **BANK'S COUNSEL**:

Legal work and documentation to be performed at the Borrower's expense through the Bank's counsel:

Jason Heer
Bryan and Company LLP
780-420-4725
jheer@bryanco.com

21. **MATERIAL CHANGE**:

Acceptance of this Agreement by the Borrower provides full and sufficient acknowledgement that if, in the opinion of the Bank, any material adverse change in risk occurs, including without limiting the generality of the foregoing, any material adverse change in the financial condition of the Borrower, any obligation by the Bank to advance all or any portion of the loan may be withdrawn or cancelled at the sole discretion of the Bank, acting in a commercially reasonable manner.

22. **NON-MERGER**:

The terms and conditions set out herein shall not be superseded by nor merge in and shall survive the execution, delivery and/or registration of any instruments of security or evidences of indebtedness granted by the Borrower(s) and/or any Guarantor(s) hereafter, and the advancement of any funds by the Bank. In the event of a conflict between the security documents and the terms of this letter, the terms of the security documents shall govern.

24. **ACCOUNTING CHANGES:**

In the event that any Accounting Change (as defined below) shall occur and such change results in a change in the method of calculation of financial covenants, standards or terms in the Commitment Letter, then the Borrower and the Bank agree to enter into negotiations in order to amend such provisions of the Commitment Letter so as to reflect equitably such Accounting Changes with the desired result that the criteria for evaluating the Borrower's financial condition shall be substantially the same after such Accounting Changes as if such Accounting Changes had not been made. Until such time as an amendment shall have been executed and delivered by the Borrower(s) to the Bank all financial covenants, standards and terms in this Agreement shall continue to be calculated or construed as if such Accounting Changes had not occurred.

Accounting Changes refers to changes in accounting principles required by the promulgation of any rule, regulation, pronouncement or opinion by the Canadian Institute of Chartered Accountants, and all events including changes resulting from implementation of the International Financial Reporting Standards to the extent required by the Canadian Accounting Standards Board.

ACCEPTANCE:
Please note that this paper is presented for discussion purposes only and does not represent a statement of intent or commitment, implied or otherwise, on the part of the Bank.

If you are in agreement with the above terms and conditions (which includes by reference, all of those terms and conditions set forth in all of the attached Schedules), please sign and return the enclosed copy of this letter together with your cheque for $2,500 representing the application fee. This Agreement will expire if not accepted by August 26, 2022

The foregoing Agreement is offered in good faith and is to be held in strict confidence.

Yours truly,
CANADIAN WESTERN BANK

Jasjeet Jandu
Jasjeet Jandu
Relationship Manager

David Hardy
AVP & Branch Manager

ACKNOWLEDGEMENT:

The Borrower(s) certifies that all information provided to the Bank is true and hereby accept the terms and conditions set forth in the above Agreement (including all Schedules attached thereto).

BORROWER: 1194038 Alberta Ltd

Signed: ____________________

Signed: ____________________

Accepted: ____________________
Date

SCHEDULE "A" – TERM LOANS/MORTGAGES

SECURITY

All security documentation described herein must be prepared, executed and registered, as required by the Bank, prior to drawdown of any funds. The types of security, supporting resolutions and agreements to be provided by the Borrower to the Bank will be in form and content satisfactory to the Bank and/or its solicitors, and without restricting the generality of the foregoing, will include:

1. Demand Note(s);
2. General Security Agreement from 1194038 Alberta Ltd providing a perfected security interest in all of the Borrower's present and after acquired personal property;
3. Demand Collateral Mortgage First Charge in the amount of $3,990,000 on real property described in Section 2 and owned by the Borrower(s). The mortgage document shall contain a "Due on Sale" clause, "Re-advancement" clause as well as a clause addressing the appointment of a Receiver Manager of the property in the event of default;
4. Assignment of Rents and/or Leases, registered on title of the subject property along with Estoppel Certificates;
5. Full Liability Guarantee from Al Dobish in favour of the Bank guaranteeing all indebtedness of the Borrower to the Bank;
6. Assignment and Postponement of Creditor's Claim provided by Al Dobish;
7. Creditor Life Insurance Application/Waiver;
8. Unconditional and Unlimited Environmental Agreement and Indemnity (Form 1164) executed by the Borrower and Guarantor(s);
9. Assignment of all risk Casualty and Liability insurance as set out under "Insurance", of the Agreement;
10. such of the following supporting documents as may be required by the Bank's solicitors:
    - 10.1. satisfactory Real Property Report/Surveyor's Certificate with respect to the mortgaged property previously described in Section 2;
    - 10.2. satisfactory Zoning or Building Memorandum, or Letter from applicable Zoning official (Compliance Certificate), from the applicable municipal authority;
    - 10.3. Tax Certificate showing all property taxes and charges paid or a holdback sufficient to pay taxes when due;
    - 10.4. standard form documents relating to authorization of the borrowing and operation of the loan account;
    - 10.5. Statutory Declaration from the Borrower(s) or the Officer or an officer of the Borrower as to residency, title, use of premises, actions or claims and such other matters as Canadian Western Bank's counsel may advise;
    - 10.6. Loan Agreement;
    - 10.7. opinion of the Borrower's counsel on the security and supporting documents and title to the Property.
11. such additional security instruments, assurances and supporting documents (including legal opinion of the Borrower's solicitor) as the Bank may deem necessary or advisable for the purpose of obtaining and perfecting the foregoing security.

The Borrower(s) and Guarantor(s) acknowledge and agree(s) to give the Bank other reasonable documents, assurances, information and covenants as the solicitors for the Bank may reasonably require with regard to the loan or the security documents to be given hereunder.

SCHEDULE "B" – TERM LOANS/MORTGAGES

INSURANCE

1. All policies must show every Borrower as a named insured.

2. All policies covering physical loss or damage (that is, property, builders risk and boiler and machinery insurance) must be on a full replacement cost basis and:

   (a) provide coverage for all risks of physical loss or damage, including flood, sewer back-up and collapse;

   (b) include insurance on the foundation and all parts below ground level;

   (c) provide in case of destruction:

      (i) that reconstruction will not be limited to "on the same or an adjacent site";

      (ii) coverage for increased costs of reconstruction through by-law and code changes and demolition and debris removal for damaged and undamaged property and resultant loss of income;

   (d) either contain a stated amount co-insurance clause or not be subject to co-insurance.

3. The Bank is to be shown both as mortgagee and loss payee under all policies covering physical loss or damage. Loss is to be payable using this wording:

   CANADIAN WESTERN BANK, 17603 100th Ave, Edmonton, AB T5S 2M1 as first mortgagee and loss payee.","

SCHEDULE "C" – TERM LOANS/MORTGAGES

CONDITIONS PRECEDENT TO DRAWDOWN

The following conditions must be fulfilled prior to the Bank having any obligations to make any drawdown:

1. the Bank shall be satisfied with the business assets and financial condition of the Borrower and Guarantor(s) and all security documentation and supporting agreements and documents must be completed in a form satisfactory to the Bank and its solicitors, and must be executed and registered as appropriate, and the Bank shall have received a solicitor's letter of opinion with respect to same;

2. the Bank shall be provided with an appraisal of the subject lands confirming a market value of not less than $5,320,000 (using the Cost, Income Approach and Direct Comparison methods of valuation). Such appraisal shall be prepared by an appraiser approved by the Bank and shall be used for lending purposes. The appraisal is to be addressed to the Bank and shall be at the cost of the Borrower(s); Transmittal letter to be obtained as well.

3. the Borrower(s) shall cause to be conducted environmental assessments, audit and other inspections with respect to the mortgaged property and the business of the Borrower(s) and the obligation of the Bank to advance funds hereunder shall be subject to the Bank receiving reports prepared by a Bank approved Environmental Consultant, satisfactory to the Bank in its sole discretion and subject to the Bank being satisfied in its sole discretion that there are no environmental matters that are adverse to the value of the mortgage property or the business of the Borrower(s); Transmittal letter to be obtained as well.

4. satisfactory review by the Bank of the Guarantor's Borrower's financial statements and credit reports;

5. satisfactory review by the Bank of the Guarantor's personal financial statements and credit reports;

6. provision of copies of all addendums to leases and current rent roll for the Project;

7. the Borrower shall provide a property tax receipt confirming payment of all taxes including the current year;

8. satisfactory review by the Bank of an engineer's report on the subject property with respect to the structural condition of the building; ***(branch will seek approval to waive this condition)***

9. the Bank shall be satisfied as to the zoning of the Project and the availability of all municipal and regulatory permits and approvals required for the operation of the Project;

10. any participation by way of equity, shareholders' loan, or other cash injection required under the terms of this agreement must be in place;

11. the Bank will require two (2) full business days prior written notice of disbursement

12. the Borrower is to open and maintain a bank account *solely* with Canadian Western Bank for which all company related deposits and expenses will flow through for 1194038 Alberta Ltd

SCHEDULE "D" – TERM LOANS/MORTGAGES

GENERAL CONDITIONS

The Borrower agrees:

1. no Event of Default has occurred and is continuing;

2. the Loan Maturity Date has not occurred;

3. the conditions of this Agreement and of all previous advances have been satisfied or waived;

4. the loan shall be advanced by September 30, 2022 unless otherwise extended by the Bank;

5. to maintain on an annual basis a "Cash Flow Coverage Ratio" of not less than 1.25x, tested annually;

   Cash Flow Coverage Ratio" means for any fiscal year the ratio of X to Y where:

   X = Net Base Rent (annualized), discounted by 5% as a provision for vacancy (unless actual vacancy exceeds 5%, in which case no vacancy provision will apply), and 2% provision for any Repair and Maintenance = NOI

   Y= All principal and interest payments relating to the subject property.

6. no other loans may be secured against the Project, except the Subordinate Mortgages satisfactory to the Bank and, at the Borrower's option, a mortgage to secure Borrower's Equity contributed by the Guarantor or other affiliate of the Borrower, provided such mortgage is fully subordinated to the Security and supporting documents in accordance with a Priority and Standstill Agreement;

7. the Bank's opinions, approvals and decisions are in its sole discretion and are not subject to judicial review as to their reasonableness;

8. the Borrower shall remain the sole registered and beneficial owner of the Project until the Loan has been repaid in full, unless otherwise approved by the Bank;

9. to maintain adequate insurance on the property and acknowledges that failure to do so will hereby authorize the Bank to purchase insurance to protect the Bank's interest in the project to the value of the outstanding loan/mortgage. The Borrower authorizes the Bank to add the cost of said insurance to the loan/mortgage balance.

EVENTS OF DEFAULT:

1. The full amount of the indebtedness and liability of the Borrower then outstanding, together with accrued interest and any other charges then owing by the Borrower to the Bank shall, at the option of the Bank, forthwith be accelerated and be due and payable, and upon being declared to be due and payable, the securities shall immediately become enforceable and the Bank may proceed to realize and enforce the same upon the occurrence and during the continuance of any of the following events or circumstances (which events or circumstances are herein referred to as the "Events of Default"):

   (a) the Borrower or any Guarantor fails to make due, whether on demand or at a fixed payment date, by acceleration or otherwise any payment of interest, principal, fees, commissions or other amounts payable to the Bank;

   (b) there is a breach by the Borrower of any other term or condition contained in this Agreement or in any other agreement to which the Borrower and the Bank are parties and the Borrower has not corrected such breach within 15 days of notice having been provided to the Borrower;

   (c) any default occurs under the terms of any security to be provided in accordance with this Agreement or under any other credit, loan or security agreement to which the Borrower are party and the

Borrower have not corrected such breach within 15 days of notice having been provided to the Borrower;

(d) any bankruptcy, re-organization, compromise, arrangement, insolvency or liquidation proceedings or other analogous proceedings are instituted by or against the Borrower and, if instituted against the Borrower are allowed against or consented to by the Borrower or are not dismissed or stayed within 60 days after such institution;

(e) a receiver is appointed over any property of the Borrower or any judgement or order or any process of any court becomes enforceable against the Borrower or any property or any creditor takes possession of any property of the Borrower;

(f) any adverse change occurs in the financial condition of the Borrower or any Guarantor;

(g) any adverse change occurs in the environmental condition of:

(i) the Borrower(s), or either of them, or any Guarantor of the Borrower, or

(iii) any property, equipment, or business activities of the Borrower or any Guarantor of the Borrower.

(h) the Borrower acknowledges that failure by any Guarantor(s) of this Agreement to comply with the disclosure requirements set out in Section 45 of the Business Corporations Act (BCA) of Alberta shall constitute a default of the Borrower pursuant to this Agreement.

<u>MISCELLANEOUS CONDITIONS</u>:

1. The rights and remedies of the Bank pursuant to this Agreement and the securities taken pursuant hereto are cumulative and not alternative, and not in substitution for any other rights, remedies, or power of the Bank.

2. Any failure or delay by the Bank to exercise, or exercise fully, its rights and remedies pursuant to this Agreement and the securities taken pursuant hereto shall not be construed as a waiver of such rights and remedies.

3. In the absence of a formal Loan Agreement being entered into, this Agreement shall continue in full force and effect and shall not merge in any securities provided by the Borrower to the Bank.

4. the Bank reserves the sole and absolute right to syndicate part or all of the loan facility contemplated herein, with various syndication partners with whom the Bank syndicates loans from time to time, on terms and conditions satisfactory to the Bank;

5. This Agreement and the security documentation to be provided by the Borrower pursuant hereto shall be construed in accordance with and governed by the laws of the Province of Alberta.

SCHEDULE "E" – TERM LOANS/MORTGAGES

REPORTING REQUIREMENTS

The Borrower agrees to provide the undernoted information to the Bank:

1. an Officers Compliance Certificate form 1636 annually (within 120 days of year end), certifying that all lending conditions and requirements are being complied with;

2. Notice to Reader, annual financial statements of the Borrower prepared by a firm of qualified professional accountants within 120 days of the borrower's fiscal year-end;

3. project rent roll on an annual basis (within 120 days of year-end) to be provided with supporting documentation of renewals or amendments to lease;

4. Biennial updated personal net worth statements of Personal Guarantors on the Canadian Western Bank forms duly completed and signed;

5. confirmation of Payable Status form 1054 on an annual basis;

6. confirmation of paid property taxes on an annual basis;

7. any further information, data, financial reports and records, accounting or banking statements, certificates, evidence of insurance and other assurances which the Bank may from time to time require in its sole discretion, acting reasonably.

CANADIAN WESTERN BANK & TRUST

SCHEDULE "F" – TERM LOANS/MORTGAGES

SCHEDULE – STANDARD LOAN TERMS

ARTICLE 1 – GENERAL

1.1. **Interest Rate.** You will pay interest on each Loan at nominal rates per year at the rate specified in this Agreement.

1.2. **Floating rate of interest.** Each floating rate of interest provided for under this Agreement will change automatically, without notice, whenever the Bank's Prime Rate or the U.S. Base Rate, as the case may be, changes.

1.3. **Payment of interest.** Interest is calculated on the daily balance of the Loan at the end of each day. Interest is due once a month, unless the Agreement states otherwise. Unless you have made other arrangements with us, we will automatically debit your Operating Account for interest amounts owing. If your Operating Account is in overdraft and you do not deposit to the account an amount equal to the monthly interest payment, the effect is that we will be charging interest on overdue interest (which is known as compounding). Unpaid interest continues to compound whether or not we have demanded payment from you or started a legal action, or get judgment, against you.

1.4. **Fees.** You will pay the Bank's fees for the Loans as outlined in the Agreement. You will also reimburse us for all reasonable fees (including legal fees on a solicitor and his own client basis) and out-of-pocket expenses incurred in registering any security, and in enforcing our rights under this Agreement or any security. We will automatically debit your Operating Account for fee amounts owing.

1.5. **Our rights re demand Loans.** We believe that the banker-customer relationship is based on mutual trust and respect. It is important for us to know all the relevant information (whether good or bad) about your business. Canadian Western Bank is itself a business. Managing risks and monitoring our customers' ability to repay is critical to us. We can only continue to lend when we feel that we are likely to be repaid. As a result, if you do something that jeopardizes that relationship, or if we no longer feel that you are likely to repay all amounts borrowed, we may have to act. We may decide to act, for example, because of something you have done, information we receive about your business, or changes to the economy that affect your business. Some of the actions that we may decide to take include requiring you to give us more financial information, negotiating a change in the interest rate or fees, or asking you to get further accounting assistance, put more cash into the business, provide more security, or produce a satisfactory business plan. It is important to us that your business succeeds. We may demand immediate repayment of any outstanding amounts under any demand Loan. We may also, at any time and for any cause, cancel the unused portion of any demand Loan.

1.6. **Payments.** If any payment is due on a day other than a Business Day, then the payment is due on the next Business Day.

1.7. **Applying money received.** If you have not made payments as required by this Agreement, or if you have failed to satisfy any term of this Agreement (or any other agreement you have that relates to this Agreement), or at any time before default but after we have given you appropriate notice, we may decide how to apply any money that we receive. This means that we may choose which Loan to apply the money against, or what mix of principal, interest, fees and overdue amounts within any Loan will be paid.

1.8. **Information requirements.** We may from time to time reasonably require you to provide further information about your business. We may require information from you to be in a form acceptable to us.

1.9. **Insurance.** You will keep all our business assets and property insured (to the full insurable value) against loss or damage by fire and all other risks usual for property such as yours (plus for any other risks we may reasonably require). If we request, these policies will include a loss payee clause (and if you are giving us mortgage security, a Standard Mortgagee Clause). As further security, you assign all insurance proceeds to us. If we ask, you will give us either the policies themselves or adequate evidence of their existence. If your insurance coverage for any reason stops, we may (but do not have to) insure the property. We will automatically debit your Operating Account for this amount. In the event there are no funds on deposit, we may add the insurance cost to your Loan. Finally, you will notify us immediately of any loss or damage to the property.

1.10. **Environmental Matters.** You will carry on your business, and maintain your assets and property, in accordance with all applicable environmental laws and regulations. If (a) there is any release, deposit, discharge or disposal of pollutants of any sort (collectively, a "Discharge") in connection with either your business or your property, and we pay any fines or for any clean-up, or (b) we suffer any loss or damage as a result of any Discharge, you will reimburse the Bank, its directors, officers, employees and agents for any and all losses, damages, fines, costs and other amounts (including amounts spent preparing any necessary environmental assessment or other reports, or defending any lawsuits) that result. If we ask, you will defend any lawsuits, investigations or prosecutions brought against the Bank or any of its directors, officers, employees and agents in connection with any Discharge. Your obligation to us under this section continues even after all Loans have been repaid and this Agreement has terminated.

1.11. **Consent to release information.** We may from time to time give any loan or other information about you to, or receive such information from, (a) any financial institution, credit reporting agency, rating agency or credit bureau, (b) any person, firm or corporation with whom you may have or propose to have financial dealings, and (c) any person, firm or corporation in connection with any dealings you have or propose to have with us. You agree that we may use that information to establish and maintain your relationship with us and offer any services as permitted by law, including services and products offered by our subsidiaries when it is considered that this may be suitable to you.

1.12. **Proof of debt.** This Agreement provides the proof, between the Bank and you, of the loans made available to you. There may be times when the type of loan you have requires you to sign additional documents. Throughout the time that we provide you loans under this Agreement, our loan accounting records will provide complete proof of all terms and conditions of your loan (such as principal loan balances, interest calculations, and payment dates).

1.13. **Renewals of this Agreement.** This Agreement will remain in effect for your Loans for as long as they remain unchanged. If there are no changes to the Loans this Agreement will continue to apply, and you will not need to sign anything further. If there are any changes, we will provide you with either an amending agreement, or a new replacement Letter, for you to sign.

1.14. **Confidentiality.** The terms of this Agreement are confidential between you and the Bank. You therefore agree not to disclose the contents of this Agreement to anyone except your professional advisors and where required by law.

1.15. **Pre-conditions.** You may use the Loans granted to you under this Agreement only if:

(a) we have received properly signed copies of all documentation that we may require in connection with the operation of your accounts and your ability to borrower and give security;
(b) all the required security has been received and registered to our satisfaction;
(c) any special provisions or conditions set forth in the Agreement have been complied with; and
(d) if applicable, you have given us the required number of days notice for a drawing under a Loan.

1.16. **Notices.** We may give you any notice in person or by telephone, or by letter that is sent either by fax or by mail.

1.17. **Non-Revolving Loans.** The following terms apply to each Non-Revolving Loan:

(a) **Non-revolving Loans.** Unless otherwise stated in the Agreement, any principal payment made permanently reduces the available Loan Amount. Any payment we receive is applied first to overdue interest, then to current interest owing, then to overdue principal, then to any fees and charges owing, and finally to current principal.

(b) **Floating Rate Non-Revolving Loans.** Floating Rate Loans may have either (i) blended payments or (ii) payments of fixed principal amounts, plus interest as described below:

(i) **Blended payments.** If you have a Floating Rate Loan that has blended payments, the amount of your monthly payment is fixed for the term of the loan, but the interest rate varies with changes in the Prime Rate or U.S. Base Rate (as the case may be). If the Prime Rate or U.S. Base Rate during any month is lower than what the rate was at the outset, you may end up paying off the loan before the scheduled end date. If, however, the Prime Rate or U.S. Base Rate is higher than what it was at the outset, the amount of principal that is paid off is reduced. As a result, you may end up still owing principal at the end of the term because of these changes in the Prime Rate or U.S. Base Rate. We will advise you from time to time of any changes in the blended payment necessary to maintain the original amortization period, should we chose to do so.

(ii) **Payments of fixed principal plus interest.** If you have a Floating Rate Loan that has regular principal payments, plus interest, the principal payment amount of your Loan is due on the payment date specified in the Agreement. Although the principal payment amount is fixed, your interest payment will usually be different each month, for at least one and possibly more reasons, namely: the reducing principal balance of your loan, the number of days in the month, and changes to the Prime Rate or U.S. Base Rate (as the case may be).

(c) **Demand of Fixed Rate Term.** If you have a Fixed Rate Term Loan and we make demand for payment, you will owe us (i) all outstanding principal, (ii) interest, (iii) any other amount due under this Agreement, and (iv) a prepayment charge. The prepayment charge is equal to the greater of three (3) months interest calculated on the unpaid balance at the rate authorized or the total amount of interest on the prepayment amount using the interest rate applicable to the fixed rate term loan being prepaid, calculated for the period of time from the prepayment date until the loan term maturity date for the fixed rate term loan being prepaid.

ARTICLE 2 – DEFINITIONS

2.1. **Definitions.** In this Agreement, the following terms have the following meanings:

"Agreement" means the letter agreement between you and Canadian Western Bank to which this Schedule and any other Schedules are attached.

"Business Day" means any day (other than a Saturday or a Sunday) that the CWB Branch/Centre is open for business.

"Cash Collateral Account" means funds on deposit held by the Bank in an interest bearing account pending satisfaction of certain terms and/or conditions.

"Cash Flow Coverage Ratio" means for any fiscal year the ratio of X to Y where:

X =
Net profit after tax
+ amortization/depreciation
+ all interest expenses
+ all taxes
= EBITDA

Y =
All interest paid or accrued during the trailing fiscal year + the Borrower's actual principal payment obligations for the trailing fiscal year under the CWB credit facility and any other document or agreement including without limitation:

- in respect of any indebtedness for borrowed money as classified in the balance sheet of the Borrower and in accordance with generally accepted accounting principals; and
- in respect of any capital lease in accordance with generally accepted accounting principles entered into by the Borrower.

"Customer Automated Funds Transfer (CAFT)" is a WEB based service that provides non-personal customers the ability to make multiple electronic transactions for purposes of direct deposit for payroll or direct payment of accounts payable.

"CWB Branch/Centre" means the Canadian Western Bank branch or banking centre noted on the first page of this Agreement, as changed from time to time by agreement between the parties.

"Demand Non-Revolving Loan" means an installment loan that is payable upon demand. Such a Loan may be either at a fixed or a floating rate of interest.

"Fixed Rate Loan" means any loan drawn down, converted or extended under a Loan at an interest rate which was fixed for a term, instead of referenced to a floating rate such as the Prime Rate or U.S. Base Rate, at the time of such drawdown, conversion or extension.

"Intangibles" means assets of the business that have no value in themselves but represent value. They include such things as copyright, goodwill, patents and trademarks; franchises, licenses, leases, research and development costs, and deferred development costs.

"Lease-Up Reserve" means the amount of the Loan that is funded into a Cash Collateral Account pending lease-up of the Project in accordance with the Loan authorization.

"Letter of Credit" or *"L/C"* means a documentary or stand-by Letter of Credit, a Letter of Guarantee, or a similar instrument in form and substance satisfactory to us.

"Lien" includes a mortgage, charge, lien, security interest or encumbrance of any sort on an asset, and includes conditional sales contracts, title retention agreements, capital trusts and capital leases.

"Loan" means any loan segment referred to in the Agreement and if there are two or more segments, "Loan" includes reference to each segment.

"Loan Amount" of any Loan means the amount specified in the Agreement and if there are two or more segments, "Loan Amount" includes reference to each segment.

"Loan Maturity Date" means the date the loan is to be repaid or extended by for further term, at the option of the Bank.

"Mandatory Capital Expenditures" means net capital expenditures incurred by you not financed by long term debt. Net capital expenditures means all capitalized fixed asset purchases less fixed asset sales.

"Normal Course Lien" means a Lien that (a) arises by operation of law or in the ordinary course of business as a result of owning any such asset (but does not include a Lien given to another creditor or to secure debts owed to that Loan) and (b) taken together with all other Normal Course Liens, does not materially affect the value of the asset or its use in the business.

"Operating Account" means the account that you normally use for the day-to-day cash needs of your business, and may be either or both of a Canadian dollar and a U.S. dollar account.

"Postponed Debt" means any debt owed by you that has been formally postponed to the Bank.

"Prime Rate" means the variable reference rate of interest per year declared by the Bank from time to time to be its Prime rate for Canadian dollar loans made by the Bank in Canada.

"Principal Sum" means the loan balance outstanding.

"Priority Claims" means priorities that are created when a borrower does not remit monies due for Income Tax, Workers Compensation, Canada Pension Plan, Employment Insurance, GST, Provincial Sales Tax, wage claims including unpaid holiday entitlement, unpaid utility bills and arrears of rent for business premises. These are considered to be deemed trust and rank in priority to all security interests.

"Purchase Money Lien" means a Lien incurred in the ordinary course of business only to secure the purchase price of an asset, or to secure debt used only to finance the purchase of the asset.

"Shareholders' Equity" means paid-in capital, retained earnings and attributed or contributed surplus.

"Standard Overdraft Rate" means the variable reference interest rate per year declared by the Bank from time to time to be its standard overdraft rate on overdrafts in Canadian or U.S. dollar accounts maintained with the Bank in Canada.

"Tangible Net Worth" means the total Shareholders' Equity, minus (a) amounts due from/investments in related parties, and the value of all intangibles, plus (b) all postponed debt.

"U.S. Base Rate" means the variable reference rate of interest per year as declared by the Bank from time to time to be its base rate for U.S. dollar loans made by the Bank in Canada.