COURT FILE NUMBER	2303 06543	Clerk's stamp
COURT	COURT OF KING'S BENCH OF ALBERTA	
JUDICIAL CENTRE	EDMONTON	
	IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, as amended	
	AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF J.W. CARR HOLDINGS LTD., SPRUCE GROVE INDUSTRIAL PARK INC., 272649 ALBERTA LTD., 279896 ALBERTA LTD., GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC., 1170292 ALBERTA LTD. and 627612 ALBERTA LTD.	
APPLICANT	114 DEVELOPMENT LTD.	
DOCUMENT	**AFFIDAVIT**	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	**DLA Piper (Canada) LLP** Barristers and Solicitors Suite 2700, Stantec Tower 10220 - 103rd Avenue Edmonton, AB T5J 0K4 Phone: 780.429.6835 Fax: 780.670.4239 Email: jerritt.pawlyk@dlapiper.com / kevin.hoy@dlapiper.com Attention: Jerritt Pawlyk / Kevin Hoy	

AFFIDAVIT OF WARD FLEMING

Sworn on July 31, 2023

I, Ward Fleming, of the City of Sherwood Park, in the Province of Alberta, MAKE OATH AND SAY THAT:

1. I am an officer and director of 114 Development Ltd. ("**114**") and as such, I have personal knowledge of the facts and matters hereinafter deposed to except where stated to be on the basis of information and belief, and, where so stated, I verily believe the same to be true.

2. This Affidavit is filed by 114 in support of its Application seeking, *inter alia*, this Honourable Court's approval of a transaction (the "**Transaction**") concerning the shareholders of 114, including J.W. Carr Holdings Ltd. ("**Carr Holdings**"), an Applicant in these proceedings.

<u>Background to 114 Project</u>

3. 114 was incorporated under the *Business Corporations Act*, RSA 2000, c B-9, on March 3, 2021. A copy of a corporate profile for 114 obtained from Alberta's Corporate Registry and a copy of 114's articles of incorporation are attached, collectively, as Exhibit **"A"** to this Affidavit.

4. Terry Degner and I serve as 114's directors. The current holders of 114's issued and outstanding shares are 2340355 Alberta Ltd. ("**234**"), Profectus Capital Inc. ("**Profectus**"), Carr Holdings, and TID Holdings Inc. ("**TID**" and, collectively with 234, Profectus and Carr Holdings, the ("**114 Shareholders**"), whose respective shareholdings in 114 are summarized in the below capitalization table:

Registered Owner	**Number and Class of Shares**
234	549 Class "A" Common
Profectus	150 Class "A" Common
Carr Holdings	101 Class "A" Common
TID	200 Class "A" Common
TID	1,900,000 Class II Preferred Non-Voting

5. 114 was founded for the purpose of developing a 132-unit mixed residential and commercial construction project comprising approximately 27,700 square feet of space (the "**114 Project**") sited at property civically described as 11329 University Avenue NW, Edmonton, Alberta. A copy of the certificate of title obtained from Alberta's Registrar of Land Titles for the lands on which the 114 Project is sited (the "**114 Land**") is attached as **Exhibit "B**" to this Affidavit.

6. The 114 Project is the only material asset of 114. 114 has never generated any material revenues and it does not anticipate that it will be in a position to generate revenues from its business model, which is limited to development of the 114 Project, until the 114 Project is completed. 114 has never returned any capital to any of its shareholders.

7. At present, the 114 Project is approximately 70% complete. 114 anticipates that completing the 114 Project will require approximately an additional $10,000,000 in expenditures.

<u>114 Project Financing</u>

8. 114 obtained the majority of its credit financing for the 114 Project from MCAP Financial Corporation (the "**114 Project Lender**") under a credit facility (the "**114 Project Facility**") contemplating advances of principal of up to $28,600,000. The 114 Project Facility is secured by a first-priority mortgage and an assignment of rents and leases registered against the 114 Land. A copy of an email from the 114 Project Lender to myself enclosing a statement showing the balance owing by 114 under the 114 Project Facility, current to July 18, 2023, is attached as **Confidential Exhibit "1"** to this Affidavit.

9. 114 also obtained funding from Pagnotta Inc. under a credit facility with a principal amount of $1,250,000 (the "**Pagnotta Facility")**. The Pagnotta Facility is secured by a second-priority mortgage and assignment of rents and leases registered against the 114 Land. A copy of an email from the Pagnotta Inc. to myself enclosing a statement showing the balance owing by 114 under the Pagnotta Facility is attached as **Confidential Exhibit "2"** to this Affidavit.

10. 114 has also received advances in the form of shareholder loans from 234 in the aggregate amount of $2,277,398.05.

11. TID has made capital contributions in the aggregate amount of $1,900,000, which was provided by TID to 114 in exchange for the issuance of redeemable 1,900,000 Class II Preferred Non-Voting shares in 114 (the "**114 Preferred Shares**"), identified in the capitalization table listed above.

12. As a condition of extending the 114 Project Facility, the 114 Project Lender required a well-capitalized party to grant to it a personal guarantee for the indebtedness owing to it under the 114 Project Facility by 114. 114 satisfied this obligation by concluding an unwritten agreement with Marjorie Carr and Carr Holdings under which both Ms. Carr and Carr Holdings would serve as the unlimited guarantors of the 114 Project Facility.

13. In exchange for Ms. Carr and Carr Holdings accepting the risk of guaranteeing 114's indebtedness under the 114 Project Facility, 114 agreed to issue 101, Class "A" common shares (the "**Carr 114 Shares**"), representing approximately 10% of the total issued and outstanding shares of that class in 114, to Carr Holdings on or about March 3, 2021. For greater certainty, Carr Holdings did not contribute any capital to 114 in exchange for the Carr 114 Shares.

<u>The Pending 114 Re-Fi</u>

14. The applicable rate of interest on indebtedness owing under the 114 Project Facility is the Project Facility Lender's prime lending rate +3.05% *per annum*. As a result of the increase in the prime lending rate from approximately 3.00% during the first half of 2022 to greater than 7.00% as of July 2023, 114 has determined that the 114 Project will not be commercially viable if it continues to draw funding under the 114 Project Facility through to project completion.

15. 114 is currently in late-stages of discussions with Equitable Bank (the "**Re-Fi Lender**") concerning an agreement for a credit facility to re-finance all of 114's outstanding indebtedness (the "**Re-Fi**") and to extend additional credit to 114 to enable it to complete the 114 Project. Through Equitable Bank, 114 is able to access a funding program backed by the Canada Mortgage and Housing Corporation to obtain funding at the preferential rate of the prime lending rate -0.05% *per annum*, and an interest rate cap at a maximum of 4.10% *per annum* upon completion of the Project. 114

has determined that the 114 Project will become commercially viable under the preferential interest rate under the Re-Fi.

16. The Re-Fi Lender has informed 114 that it will not be able to extend credit under the Re-Fi so long as Carr Holdings remains a shareholder of 114. A copy of a July 6, 2023, email from the Re-Fi Lender to a mortgage broker hired by 114 confirming this to be the case is attached as **Confidential Exhibit "3"** to this Affidavit. This is to say, the Re-Fi will not close if 114 retains the Carr 114 Shares. For this reason, 114 has determined that it is necessary for Carr Holdings to divest itself of its interest in 114 in order for 114 to conclude the Re-Fi.

17. The Re-Fi Lender has also requested that a third-party in addition to the remaining shareholders of 114 serve as the guarantor of 114's debts owing to the Re-Fi Lender. 114 has concluded an agreement in principle with a third-party to act as such guarantor in exchange for payment of fees

The Share Purchase Agreement

18. 114 has facilitated the conclusion of a share purchase agreement dated July 31, 2023, (the "**SPA**") between 234, Profectus, TID (collectively, the "**Purchasing Shareholders**"), Carr Holdings, and itself. A copy of the SPA is attached as **Exhibit "C"** to this Affidavit.

19. The 114 Shareholders and 114 entered into a Unanimous Shareholder Agreement, dated April 20, 2021 (the "**114 USA**"), a copy of which is attached as **Exhibit "D"** to this Affidavit. I note that article 8.1 of the 114 USA expressly prohibits any of the 114 Shareholders from pledging or otherwise encumbering its shares in 114. I further note that articles 12.1(a)(ii) and 12.1(b)(i) of the 114 USA expressly provide that it is an act of default for any of the 114 Shareholders to encumber their shares in 114.

20. Article 12.3(b) of the 114 USA provides that, upon the occurrence of an unremedied act of default, either 114 or the non-defaulting shareholders have the option to purchase the defaulting shareholder's shares in 114 at a discounted purchase price. Such price is determinable by a formula (the "**Share Valuation Formula**") set out in article 10.2 of the USA. The Share Valuation Formula provides that the purchase price for shares shall be derived by taking the appraised fair market value of the 114 Project, subtracting from such value the aggregate value of 114's debts, shareholder advances, and the redemption value of preferred shares, thereafter dividing the remaining value by the aggregate number of issued and outstanding Common Shares, and then multiplying the resulting number by the number of common shares subject to sale. The 114 USA further provides that, by operation of the definition prescribed in article 1.1 (q), shares sold as a result of a shareholder's default are to be sold at a discounted value equal to 80% of the value derived from the Share Valuation Formula.

21. 114 has determined that it is not practicable for it or any of its shareholders to acquire the Carr 114 Shares pursuant to the mechanism for doing so under the USA. As is discussed above in this Affidavit, it is necessary for 114 to complete the Re-Fi as soon as possible. Article 10.2 of the USA contemplates a valuation and sales process potentially lasting upwards of two months. Furthermore, 114 has been advised by its counsel at DLA Piper (Canada) LLP, and I verily believe it to be true, that compelling Carr Holdings to sell its shares pursuant to the terms of the USA may necessitate an Order of this Court lifting the general stay of proceedings against Carr Holdings imposed pursuant to this Court's Initial Order (as extended) in these proceedings.

22. In lieu of applying to lift the stay of proceedings to enable any or all of the Purchasing Shareholders to avail themselves of their rights to purchase the Carr 114 Shares using the lengthy process under the 114 USA, 114 undertook a process to determine the value of Carr 114 Shares using the Share Value Formula. 114 has obtained an appraisal (the "**Appraisal**") for the current fair market value and forced sale value 114 Project on an "as is" basis. The Appraisal was completed by Paul Martyniak, MBA, AACI, of Glen Cowan & Associates Real Property Appraisals Ltd. A copy of the Appraisal is attached as **Confidential Exhibit "4"** to this Affidavit.

23. 114 has applied the Valuation Formula to value the Carr 114 Shares utilizing the 114 Project fair market value in the Appraisal, the current balances of the Pagnotta Facility and the 114 Project Facility, and the $1,900,000 redemption value of the 114 Preferred Shares. A copy of a spreadsheet prepared by 114 summarizing this calculation is attached as **Confidential Exhibit "5"** to this Affidavit. The current valuation for the 114 Carr Shares arrived at under the Valuation Formula is nil, even before the application of the forced share sale discount rate contemplated by the 114 USA.

24. I also note that the 114 Carr Shares appear as though they will have no value should 114 be forced to liquidate the 114 Project (its only asset) in the mortgage enforcement or restructuring proceedings. As is also shown in Confidential Exhibit "5", realization on the basis of the liquidation value for the 114 Project in the Appraisal will yield insufficient proceeds to retire the 114 Project Facility, the Pagnotta Facility, and the redemption value of the Preferred Shares (which stand in priority in participation to Class "A" Common shares). This is to say, on the basis of 114's analysis, it appears that none of its Class "A" Common shareholders, inclusive of Carr Holdings, will receive any value in the event of 114's liquidation.

25. 114 has obtained independent verification that the nil value arrived at by 114 for the Carr 114 Shares represents a reasonable and fair value for Class "A" Common shares in 114 a of July 2023. A copy of a Calculation Valuation Report (the "**Valuation**"), dated July 28, 2023, respecting such shares is attached as **Confidential Exhibit "6"** of this Affidavit. The Valuation was completed by

Jonathan Lacasse, PhD, CBV, of the Edmonton, Alberta office of Grant Thornton LLP. I note that the Valuation reaches the following conclusion:

> 2.01 Based on the scope of our review and subject to the assumptions, restrictions and qualifications noted herein, we determined:
>
> a) The en bloc fair market value of the equity of 114 Development Ltd. as at [July 18, 2023] is $nil.
>
> b) The fair market value of the Carr Shareholding is $nil.

26. On the basis of the above analysis, 114 negotiated and facilitated the conclusion of the SPA. The SPA provides that Carr Holdings will sell the Carr 114 Shares to the Purchasing Shareholders on a *pro rata* basis, proportionate to each of the Purchasing Shareholders' current Class "A" shareholdings in 114. Given that the Carr 114 Shares have nil value under the Valuation Formula, the purchase price for the Carr Shares payable by the Purchasing Shareholders is nominal value only, fixed at $10.00.

27. Through its counsel, 114 contacted the Monitor in advance of proposing the terms of the Transaction to Carr Holdings to explain its rationale for seeking to conclude the Transaction. Additionally, 114 kept the Monitor apprised of its negotiations with Carr Holdings throughout the process leading to the conclusion of the definitive version of the SPA by ensuring that: (a) both the Monitor and its counsel were copied on all material communications between counsel for 114 and counsel for Carr Holdings regarding Transaction; and (b), drafts of the SPA were provided to the Monitor prior to the finalization of the definitive version of the SPA.

28. The SPA includes the following key terms:

    a. Closing on August 4, 2023;

    b. 114 and the 114 Shareholders waive their right to rely on any restriction on transfer in the 114 USA or the articles of incorporation of 114;

    c. Carr Holdings is released from any and all possible liability to 114 or the Purchasing Shareholders under the 114 USA upon closing;

    d. 114 and the Purchasing Shareholders are released from any and all possible liability to Carr Holdings under the 114 USA upon closing;

e. 114 and the 114 Shareholders will enter into an Amending Agreement taking effect immediately prior to the SPA's closing to remove Carr Holdings as a party to the USA and delete any provisions in the USA relating to Carr Holdings;

f. 114 and the Purchasing Shareholders will agree to indemnify Carr Holdings from any and all liability owing by Carr Holdings to third-party creditors of 114 under any guarantee of 114's debts made by Carr Holdings;

g. the Purchasing Shareholders grant a security interest to Carr Holdings in their Class "A" Common Shares in 114 as security for any and all obligations owing to Carr Holdings under the above-described indemnity; and

h. 114 is solely responsible for bringing forward an application in these proceedings to obtain from this Honourable Court a Sale Approval and Vesting Order (the "**SAVO**") pertaining to the Transaction contemplated by the USA.

Communications with Carr Holdings' Key Stakeholders

29. In advance of bringing forward its present Application, 114 communicated with the Ernst & Young Inc. and key stakeholders of Carr Holdings -- namely, Canadian Western Bank, Roynat Inc., Rompsen Investment Corporation, Servus Credit Union Ltd., Michael Broadfoot, and the holders of promissory notes issued by the Applicants in these proceedings (collectively, the "**Carr Key Stakeholders**") -- to provide them with advance notice of its intention to facilitate the conclusion of the SPA and to seek Court approval for the Transaction. In so doing, 114 both explained the rationale for the Transaction (being the reasons described above in this Affidavit) and provided the Carr Key Stakeholders with copies of the documents produced in Confidential Exhibits "1" through "6" to this Affidavit (collectively, the "**Confidential Exhibits**") in confidence.

30. By way of email correspondence to 114's counsel at DLA Piper (Canada) LLP, the various solicitors for the Carr Key Stakeholders have each represented to 114 that they do not intend to oppose 114's Application seeking this Court's approval of the Transaction.

Necessity of Sealing Order

31. 114 is concerned that disclosure of the 114 Confidential Exhibits could jeopardize the completion of the Re-Fi or the integrity of any sales process for the disposition of the property comprising the 114 Project that may become necessary in the event that 114 should prove unsuccessful in concluding the Re-Fi, or otherwise encounter any circumstance that may cause it to enter into Court-supervised restructuring proceedings. Specifically, 114 wishes to keep the valuation of the 114 Project and the balance of its current indebtedness confidential.

32. With the interests of its various stakeholders in mind, 114 thus also seeks an Order (the "**Sealing Order**") temporarily sealing the 114 Confidential Exhibits until the earlier of December 29, 2023, or the further Order of this Honourable Court.

33. I make this Affidavit in support of an Application by 117 to obtain the SAVO and the Sealing Order in these proceedings and for no other or improper purpose.

SWORN BEFORE ME at City of Edmonton, in the Province of Alberta, on the 31st day of July, 2023	)))))))	WARD FLEMING
A Commissioner for Oaths in and for the Province of Alberta		

JERRITT R. PAWLYK
BARRISTER & SOLICITOR

This is **Exhibit A** referred to in the Affidavit of WARD FLEMING, sworn before me on this 31st day of July, 2023.

A Commissioner for Oaths in and for
the Province of Alberta.

JERRITT R. PAWLYK
BARRISTER & SOLICITOR

Government of Alberta ■

Corporation/Non-Profit Search
Corporate Registration System

Date of Search: 2023/07/17
Time of Search: 11:46 AM
Search provided by: DLA PIPER (CANADA) LLP (Calgary)
Service Request Number: 40130062
Customer Reference Number: 112837-00001

Corporate Access Number: 2023289388
Business Number: 777209545
Legal Entity Name: 114 DEVELOPMENT LTD.

Legal Entity Status: Active
Alberta Corporation Type: Named Alberta Corporation
Registration Date: 2021/03/03 YYYY/MM/DD

Registered Office:
Street: 600-12220 STONY PLAIN RD NW
City: EDMONTON
Province: ALBERTA
Postal Code: T5N3Y4

Email Address: ANNUALRETURNS@MROSS.COM

Primary Agent for Service:

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
OZUBKO	KEVIN	R.	MCLENNAN ROSS LLP	600-12220 STONY PLAIN RD NW	EDMONTON	ALBERTA	T5N3Y4	ANNUALRETURNS@MROSS.COM

Directors:

Last Name: DEGNER
First Name: TERRY
Street/Box Number: 36 LAURALCREST PL
City: ST. ALBERT
Province: ALBERTA
Postal Code: T8N7H9

Last Name: FLEMING
First Name: WARD
Street/Box Number: 29 BRAESIDE TERRACE
City: SHERWOOD PARK

Province:	ALBERTA
Postal Code:	T8A3V6

Voting Shareholders:

Legal Entity Name:	2340355 ALBERTA LTD.
Corporate Access Number:	2023403559
Street:	29 BRAESIDE TERRACE
City:	SHERWOOD PARK
Province:	ALBERTA
Postal Code:	T8A3V6
Percent Of Voting Shares:	54.9

Legal Entity Name:	J. W. CARR HOLDINGS LTD.
Corporate Access Number:	207420670
Street:	2400-10303 JASPER AVE
City:	EDMONTON
Province:	ALBERTA
Postal Code:	T5J3N6
Percent Of Voting Shares:	10.1

Legal Entity Name:	PROFECTUS CAPITAL INC.
Corporate Access Number:	2021457797
Street:	9034 24 AVENUE SW
City:	EDMONTON
Province:	ALBERTA
Postal Code:	T6X2C4
Percent Of Voting Shares:	15

Legal Entity Name:	TID HOLDINGS INC.
Corporate Access Number:	209279173
Street:	2500-10220 - 103 AVE NW
City:	EDMONTON
Province:	ALBERTA
Postal Code:	T5J0K4
Percent Of Voting Shares:	20

Details From Current Articles:

<u>The information in this legal entity table supersedes equivalent electronic attachments</u>

Share Structure:	SEE SCHEDULE "A"
Share Transfers Restrictions:	NO SHARES SHALL BE TRANSFERRED WITHOUT THE PRIOR APPROVAL OF A MAJORITY OF THE DIRECTORS OF THE CORPORATION.
Min Number Of Directors:	1
Max Number Of Directors:	10
Business Restricted To:	NONE

Business Restricted From:	NONE
Other Provisions:	SEE SCHEDULE "B"

Other Information:

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2022	2022/10/31

Outstanding Returns:

Annual returns are outstanding for the 2023 file year(s).

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2021/03/03	Incorporate Alberta Corporation
2021/03/03	Update Business Number Legal Entity
2021/04/20	Name/Structure Change Alberta Corporation
2021/07/07	Change Agent for Service
2022/10/31	Enter Annual Returns for Alberta and Extra-Provincial Corp.
2023/06/16	Change Director / Shareholder

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2021/03/03
Other Rules or Provisions	ELECTRONIC	2021/03/03
Share Structure	ELECTRONIC	2021/04/20

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

Certified Copy

CORPORATE ACCESS NUMBER: 2023289388

Government of Alberta

BUSINESS CORPORATIONS ACT

CERTIFICATE

OF

INCORPORATION

114 DEVELOPMENT LTD.

WAS INCORPORATED IN ALBERTA ON 2021/03/03.

Certified Copy

Articles of Incorporation
For
114 DEVELOPMENT LTD.

Share Structure:	SEE SCHEDULE "A"
Share Transfers Restrictions:	NO SHARES SHALL BE TRANSFERRED WITHOUT THE PRIOR APPROVAL OF A MAJORITY OF THE DIRECTORS OF THE CORPORATION.
Number of Directors:	
Min Number of Directors:	1
Max Number of Directors:	10
Business Restricted To:	NONE
Business Restricted From:	NONE
Other Provisions:	SEE SCHEDULE "B"

Registration Authorized By: KEVIN R. OZUBKO
SOLICITOR

SCHEDULE "A"

AUTHORIZED CAPITAL

The Corporation is authorized to issue:

(a) an unlimited number of Class "A" Common Voting Shares (Class "A" Common Shares);

(b) an unlimited number of Class "B" Common Voting Shares (Class "B" Common Shares);

(c) an unlimited number of Class "C" Common Non-Voting Shares (Class "C" Common Shares);

(the shares described above in sub-paragraphs (a) - (c) inclusive, are referred to herein collectively as the "Common Shares")

(d) an unlimited number of Class "I" Preferred Voting Shares (Class "I" Preferred Shares);

(e) an unlimited number of Class "II" Preferred Non-Voting Shares (Class "II" Preferred Shares);

(f) an unlimited number of Class "III" Preferred Non-Voting Shares (Class "III" Preferred Shares);

(the shares described above in sub-paragraphs (d) - (f) inclusive, are referred to herein collectively as the "Preferred Shares")

all with the rights, restrictions, conditions and limitations set out as follows:

COMMON SHARES

THE CLASS "A" COMMON SHARES, CLASS "B" COMMON SHARES AND CLASS "C" COMMON SHARES SHALL CARRY AND BE SUBJECT TO THE FOLLOWING RIGHTS, RESTRICTIONS, CONDITIONS AND LIMITATIONS:

1. VOTING

1.1 The holders of the Class "A" Common Shares and Class "B" Common Shares in the Corporation shall be entitled to notice of and to attend at meetings of the Shareholders of the Corporation, and shall be entitled to one (1) vote in respect of each such share so held and the holder shall also be entitled to consent to and sign a resolution in writing to be signed by the Shareholders of the Corporation.

1.2 Except as provided in the Business Corporations Act, as amended from time to time, the holders of the Class "C" Common Shares shall not, as such, be entitled to vote at, nor to receive notice of or attend shareholders meetings nor shall the holders be entitled to consent to or sign a resolution in writing to be signed by the shareholders of the Corporation.

2. DIVIDENDS

2.1 The holders of the Common Shares shall be entitled to receive a dividend when, as, and if declared by the Directors of the Corporation on the Class "A" Common Shares or Class "B" Common Shares or Class "C" Common Shares, as the case may be. Dividends may be declared and paid on the Class "A" Common Shares or the Class "B" Common Shares or the Class "C" Common Shares to the complete exclusion of dividends being declared and paid on any other class or classes of shares of the

Corporation. Provided however, no dividends shall be declared on such shares if to do so would impair the ability of the Corporation to redeem the then outstanding Preferred Shares in the capital stock of the Corporation.

3. RETURN OF CAPITAL

3.1 In the event of liquidation, dissolution or winding up of the Corporation or other distribution of the assets of the Corporation among shareholders for the purpose of winding up its affairs, the holders of the Common Shares shall rank pari passu with one another to receive any remaining balance of the assets and properties of the Corporation after payment of return of capital and any declared but unpaid dividends to the holders of the Preferred Shares herein referred to.

PREFERRED SHARES

THE CLASS "I" PREFERRED SHARES, CLASS "II" PREFERRED SHARES AND CLASS "III" PREFERRED SHARES SHALL CARRY AND BE SUBJECT TO THE FOLLOWING RIGHTS, RESTRICTIONS, CONDITIONS AND LIMITATIONS:

4. VOTING

4.1 The holders of the Class "I" Preferred Shares in the Corporation shall be entitled to notice of and to attend at meetings of the Shareholders of the Corporation, and shall be entitled to one (1) vote in respect of each such share so held and the holder shall also be entitled to consent to and sign a resolution in writing to be signed by the Shareholders of the Corporation.

4.2 Except as provided in the Business Corporations Act, as amended from time to time, the holders of the Class "II" Preferred Shares and Class "III" Preferred Shares shall not, as such, be entitled to vote at, nor to receive notice of or attend shareholders meetings nor shall the holders be entitled to consent to or sign a resolution in writing to be signed by the shareholders of the Corporation.

5. DIVIDENDS

5.1 The holders of the Preferred Shares shall each be entitled to receive, when, as and if declared by the Directors, out of the net profits and surplus of the Corporation properly applicable to the payment of dividends, a dividend at the rate or rates as the Directors may from time to time determine in respect of each class of Preferred Share, calculated with reference to the applicable redemption price thereof (as hereinafter provided). The Directors shall further determine the amount or method or methods of calculation of dividends on each class of Preferred Share, the time and place of payment of dividends, whether cumulative or non-cumulative or partially cumulative, and whether such rate and amount or method of calculation shall be subject to change or adjustment in the future.

5.2 The holders of the Preferred Shares shall have no preference or priority as to the declaration of dividends. Dividends may be declared and paid on any class of shares of the Corporation that are entitled to receive dividends to the exclusion of a dividend being declared and paid on any class of Preferred Shares. In addition dividends may be declared and paid on the Class "I" Preferred Shares or the Class "II" Preferred Shares or the Class "III" Preferred Shares to the exclusion of a dividend being declared and paid on any of the other of them. However, no dividends shall be declared on any class of Preferred Share if to do so would impair the ability of the Corporation to redeem the then outstanding Preferred Shares.

6. RETURN OF CAPITAL

6.1 In the event of liquidation, dissolution or winding-up of the Corporation, the holders of the Preferred Shares, shall rank pari passu with one another and shall have priority as to payment of the redemption price, as hereinafter provided, and priority for all declared and unpaid dividends up to the commencement of the winding-up, over all outstanding Common Shares but shall not have any right to participate in the assets of the Corporation beyond receiving the redemption price and all declared and unpaid dividends, whether in a winding-up or on the reduction, redemption or purchase by the Corporation of its share capital.

7. REDEMPTION AT CORPORATION'S OPTION

7.1 The Corporation may by resolution of the Directors, and upon giving notice as hereinafter provided, from time to time redeem or purchase the whole or any part of the Preferred Shares, on payment for each share to be redeemed or purchased of the redemption price as hereinafter provided together with all declared and unpaid dividends. In case a part only of the then outstanding Preferred Shares is at any time to be redeemed or purchased the redemption or purchase shall be pro rata disregarding fractions amongst all the holders of the class of Preferred Shares which are subject to the redemption or purchase, unless the Corporation and all of the holders of the class of Preferred Shares which are subject to the redemption or purchase otherwise agree in writing. Unless the holders of the Preferred Shares that are subject to the redemption or purchase otherwise agree in writing, not less than ten days' prior notice in writing of such redemption or purchase shall be given by mailing to the registered holder of the shares to be redeemed or purchased a notice specifying the date and place of redemption or purchase, which may be a chartered bank.

7.2 If notice of any such redemption or purchase is given by the Corporation in the manner aforesaid and an amount sufficient to redeem or purchase the shares to be redeemed or purchased is deposited with the chartered bank specified in the notice on or before the date fixed for redemption or purchase, dividends on the class of Preferred Shares to be redeemed or purchased shall cease to accrue after the date so fixed for redemption or purchase and the holders thereof shall thereafter have no rights against the Corporation in respect thereof except upon surrender of certificates for such shares to receive payment thereof of the redemption price.

8. RETRACTION AT SHAREHOLDER'S OPTION

8.1 Every holder of record of Preferred Shares shall, subject to the provisions as hereinafter provided, be entitled to require the Corporation to purchase all or any part of the Preferred Shares held by such holder by surrendering on a business day the certificate or certificates representing the Preferred Shares which are to be purchased, properly endorsed in blank for transfer or accompanied by an appropriate form of transfer properly executed in blank, at the registered office of the Corporation or at the office of any transfer agent of the Corporation or at such other place or places as the Directors may from time to time designate, such certificate or certificates so surrendered to be accompanied by a notice in writing (hereinafter called a "retraction notice") signed by such holder or by his duly authorized attorney requiring the Corporation to purchase all or a specified number of the Preferred Shares represented thereby. If the retraction notice is signed by an attorney, it shall be accompanied by evidence of the authority of such attorney satisfactory to the Corporation or a transfer agent of the Corporation.

8.2 A retraction notice shall be deemed to have been given when actually received at the registered office of the Corporation or at the office of any transfer agent of the Corporation or at such other place or places as the Directors may from time to time designate and when so given shall, subject as hereinafter provided in 8.5, be irrevocable.

8.3 Payment of the redemption price for the Preferred Shares surrendered for purchase by the Corporation shall be made by or on behalf of the Corporation to the holders of record thereof not later than the seventh day following the date upon which the retraction notice is given as aforesaid.

8.4 Payment for Preferred Shares surrendered for purchase shall be made in such manner as may be agreed between the Corporation and the holder(s) thereof or by cheque payable at par in Canadian funds at any branch of the Corporation's bankers and delivered to the holders of record of the Preferred Shares so surrendered or at the option of the Corporation such cheque shall be forwarded by registered mail, postage prepaid, to the holders of record of the Preferred Shares so surrendered at their addresses as the same appear in the records of the Corporation. In the case of each cheque so mailed, delivery thereof shall be deemed to have been made to the registered holder concerned as soon as the letter containing the same has been mailed.

8.5 If the purchase of all those Preferred Shares in respect of which the Corporation has received retraction notices at any given time would cause the Corporation to be in contravention of the provisions of the Business Corporations Act, (Alberta), the Corporation shall only purchase, on a pro rata basis, disregarding fractions, only such number of Preferred Shares as are being surrendered as can be purchased without causing such contravention and the Corporation shall purchase the balance of the outstanding Preferred Shares in respect of which the Corporation has received retraction notices on a pro rata basis, disregarding fractions, at such time or times as such purchase can be made without causing the Corporation to be in contravention of the provisions of the Business Corporations Act, (Alberta).

9. REDEMPTION OR PURCHASE PRICE

Class "I" Preferred Shares

9.1 The redemption price or the purchase price for the Class "I" Preferred Share surrendered for redemption or for sale shall be such amount as may be determined by the Directors of the Corporation at the time such Class "I" Preferred Share is issued together with any declared and unpaid dividends thereon.

Class "II" Preferred Shares

9.2 The redemption price or the purchase price for the Class "II" Preferred Share surrendered for redemption or for sale shall be such amount as may be determined by the Directors of the Corporation at the time such Class "II" Preferred Share is issued together with any declared and unpaid dividends thereon.

Class "III" Preferred Shares

9.3 The price or consideration payable entirely in lawful money of Canada at which the Class "III" Preferred Shares shall be redeemed (the "Class "III" Redemption Amount") shall be the amount of consideration received therefor as determined by the Directors of the Corporation and adjusted by the Directors at any time or times so as to ensure that the Class "III" Redemption Amount of such Class "III" Preferred Shares issued as partial or total consideration for the purchase by the Corporation of any assets or the conversion or exchange of any shares (the "Class "III" Purchased Assets") shall equal the difference between the fair market value of the Class "III" Purchased Assets as at the date of purchase, conversion or exchange by the Corporation and the aggregate value of non-share consideration, if any, issued by the Corporation as partial consideration for the Class "III" Purchased Assets.

For greater certainty, such fair market value shall be determined by the Directors of the Corporation upon such expert advice as they deem necessary. Should, however, any competent taxing authority at any time issue or propose to issue any assessment or assessments that impose or would impose any liability for tax on the basis that the fair market value of the Class "III" Purchased Assets is other than the amount approved by the Directors and if the Directors or a competent Court or tribunal agree with such revaluation and all appeal rights have been exhausted or all times for appeal have expired without appeals having been taken or should the Directors of the Corporation otherwise determine that the fair market value of the Class "III" Purchased Assets is other than the amount previously approved by the Directors, then the Class "III" Redemption Amount of the Class "III" Preferred Shares shall be adjusted nunc pro tunc pursuant to the provisions of this paragraph to reflect the agreed upon fair market value and all necessary adjustments, payments and repayments as may be required shall forthwith be made between the proper parties.

10. LIQUIDITY

10.1 Notwithstanding anything to the contrary herein contained, no dividends or other payment or distribution shall be made to the holders, as such, of shares in the capital of the Corporation if the payment thereof would result in the fair market value of the Corporation's assets, net of liabilities owed by the Corporation, being less than the aggregate of the redemption price of all of the then issued and outstanding Preferred Shares.

SCHEDULE "B"

Other Provisions, if any:

(i) The number of Shareholders, exclusive of:

(a) persons who are in its employment and are shareholders, and

(b) persons who, having been formerly in the employment of the Corporation, were, while in its employment, shareholders and have continued to be Shareholders of the Corporation after termination of that employment,

is limited to not more than fifty (50) persons, two or more persons who are joint registered owners of one or more shares being counted as one shareholder.

(ii) There shall be no invitation to the public to subscribe for any securities of the Corporation.

Certified Copy

Incorporate Alberta Corporation - Registration Statement

Alberta Registration Date: 2021/03/03

Corporate Access Number: 2023289388

Business Number:

Service Request Number:	34974266
Alberta Corporation Type:	Named Alberta Corporation
Legal Entity Name:	114 DEVELOPMENT LTD.
Business Number:	
French Equivalent Name:	
Nuans Number:	121136673
Nuans Date:	2020/12/17
French Nuans Number:	
French Nuans Date:	
REGISTERED ADDRESS	
Street:	600-12220 STONY PLAIN RD NW
Legal Description:	
City:	EDMONTON
Province:	ALBERTA
Postal Code:	T5N3Y4
RECORDS ADDRESS	
Street:	
Legal Description:	
City:	
Province:	
Postal Code:	
ADDRESS FOR SERVICE BY MAIL	
Post Office Box:	
City:	
Province:	
Postal Code:	
Email Address:	ANNUALRETURNS@MROSS.COM
Share Structure:	SEE SCHEDULE "A"

Share Transfers Restrictions:	NO SHARES SHALL BE TRANSFERRED WITHOUT THE PRIOR APPROVAL OF A MAJORITY OF THE DIRECTORS OF THE CORPORATION.
Number of Directors:	
Min Number Of Directors:	1
Max Number Of Directors:	10
Business Restricted To:	NONE
Business Restricted From:	NONE
Other Provisions:	SEE SCHEDULE "B"
Professional Endorsement Provided:	
Future Dating Required:	
Registration Date:	2021/03/03

Director

Last Name:	SMYTHE
First Name:	DAVID
Middle Name:	
Street/Box Number:	9034 - 24 AVENUE SW
City:	EDMONTON
Province:	ALBERTA
Postal Code:	T6X2C4
Country:	
Resident Canadian:	Y

Last Name:	FLEMING
First Name:	WARD
Middle Name:	
Street/Box Number:	29 BRAESIDE TERRACE
City:	SHERWOOD PARK
Province:	ALBERTA
Postal Code:	T8A3V6
Country:	
Resident Canadian:	Y

Attachment

Attachment Type	Microfilm Bar Code	Date Recorded
Other Rules or Provisions	ELECTRONIC	2021/03/03

Share Structure	ELECTRONIC	2021/03/03

Registration Authorized By: KEVIN R. OZUBKO
SOLICITOR

The Registrar of Corporations certifies that the information contained in this statement is an accurate reproduction of the data contained in the specified service request in the official public records of Corporate Registry.

SCHEDULE "A"

AUTHORIZED CAPITAL

The Corporation is authorized to issue:

(a) an unlimited number of Class "A" Common Voting Shares (Class "A" Common Shares);

(b) an unlimited number of Class "B" Common Voting Shares (Class "B" Common Shares);

(c) an unlimited number of Class "C" Common Non-Voting Shares (Class "C" Common Shares);

(the shares described above in sub-paragraphs (a) - (c) inclusive, are referred to herein collectively as the "Common Shares")

(d) an unlimited number of Class "I" Preferred Non-Voting Shares (Class "I" Preferred Shares);

(e) an unlimited number of Class "II" Preferred Non-Voting Shares (Class "II" Preferred Shares);

(f) an unlimited number of Class "III" Preferred Non-Voting Shares (Class "III" Preferred Shares);

(the shares described above in sub-paragraphs (d) - (f) inclusive, are referred to herein collectively as the "Preferred Shares")

all with the rights, restrictions, conditions and limitations set out as follows:

COMMON SHARES

THE CLASS "A" COMMON SHARES, CLASS "B" COMMON SHARES AND CLASS "C" COMMON SHARES SHALL CARRY AND BE SUBJECT TO THE FOLLOWING RIGHTS, RESTRICTIONS, CONDITIONS AND LIMITATIONS:

1. VOTING

1.1 The holders of the Class "A" Common Shares and Class "B" Common Shares in the Corporation shall be entitled to notice of and to attend at meetings of the Shareholders of the Corporation, and shall be entitled to one (1) vote in respect of each such share so held and the holder shall also be entitled to consent to and sign a resolution in writing to be signed by the Shareholders of the Corporation.

1.2 Except as provided in the Business Corporations Act, as amended from time to time, the holders of the Class "C" Common Shares shall not, as such, be entitled to vote at, nor to receive notice of or attend shareholders meetings nor shall the holders be entitled to consent to or sign a resolution in writing to be signed by the shareholders of the Corporation.

2. DIVIDENDS

2.1 The holders of the Common Shares shall be entitled to receive a dividend when, as, and if declared by the Directors of the Corporation on the Class "A" Common Shares or Class "B" Common Shares or Class "C" Common Shares, as the case may be. Dividends may be declared and paid on the Class "A" Common Shares or the Class "B" Common Shares or the Class "C" Common Shares to the complete exclusion of one another, provided always that: (i) no dividends shall be declared and paid on the Class "A" Common Shares or the Class "B" Common Shares or the Class "C" Common Shares while there are Preferred Shares issued and outstanding, and (ii) no dividends shall be declared or paid on the Class "A" Common Shares or the Class "B" Common Shares or the Class "C" Common Shares if to do so would impair the ability of the Corporation to redeem the then outstanding Preferred Shares in the capital stock of the Corporation.

3. RETURN OF CAPITAL

3.1 In the event of liquidation, dissolution or winding up of the Corporation or other distribution of the assets of the Corporation among shareholders for the purpose of winding up its affairs, the holders of the Common Shares shall rank pari passu with one another to receive any remaining balance of the assets and properties of the Corporation after payment of return of capital and any declared but unpaid dividends to the holders of the Preferred Shares herein referred to.

PREFERRED SHARES

THE CLASS "I" PREFERRED SHARES, CLASS "II" PREFERRED SHARES AND CLASS "III" PREFERRED SHARES SHALL CARRY AND BE SUBJECT TO THE FOLLOWING RIGHTS, RESTRICTIONS, CONDITIONS AND LIMITATIONS:

4. VOTING

4.1 Except as provided in the Business Corporations Act, as amended from time to time, the holders of the Class "I" Preferred Shares, the Class "II" Preferred Shares and the Class "III" Preferred Shares shall not, as such, be entitled to vote at, nor to receive notice of or attend shareholders meetings nor shall the holders be entitled to consent to or sign a resolution in writing to be signed by the shareholders of the Corporation.

5. DIVIDENDS

5.1 The holders of the Preferred Shares shall each be entitled to receive, when, as and if declared by the Directors, out of the net profits and surplus of the Corporation properly applicable to the payment of dividends, a dividend at the rate or rates as the Directors may from time to time determine in respect of each class of Preferred Share, calculated with reference to the applicable redemption price thereof (as hereinafter provided). The Directors shall further determine the amount or method or methods of calculation of dividends on each class of Preferred Share, the time and place of payment of dividends, whether cumulative or non-cumulative or partially cumulative, and whether such rate and amount or method of calculation shall be subject to change or adjustment in the future.

5.2 The holders of the Preferred Shares shall have no preference or priority as to the declaration of dividends. Dividends may be declared and paid on any class of shares of the Corporation that are entitled to receive dividends to the exclusion of a dividend being declared and paid on any class of Preferred Shares. In addition dividends may be declared and paid on the Class "I" Preferred Shares or the Class "II" Preferred Shares or the Class "III" Preferred Shares to the exclusion of a dividend being declared and paid on any of the other of them. However, no dividends shall be declared on any class of Preferred Share if to do so would impair the ability of the Corporation to redeem the then outstanding Preferred Shares.

6. RETURN OF CAPITAL

6.1 In the event of liquidation, dissolution or winding-up of the

Corporation, the holders of the Preferred Shares shall have priority as to payment of the redemption price, as hereinafter provided, and priority for all declared and unpaid dividends up to the commencement of the winding-up, over all outstanding Common Shares but shall not have any right to participate in the assets of the Corporation beyond receiving the redemption price and all declared and unpaid dividends, whether in a winding-up or on the reduction, redemption or purchase by the Corporation of its share capital. Among the holders of the Class "I" Preferred Shares, the Class "II" Preferred Shares and the Class "III" Preferred Shares, the holders of the Class "I" Preferred Shares shall always rank in priority to the holders of the Class "II" Preferred Shares and the Class "III" Preferred Shares as to payment of the redemption price owing on the Class "I" Preferred Shares from time to time, and the holders of Class "II" Preferred Shares shall rank in priority to the holders of the Class "III" Preferred Shares as to payment of the redemption price owing on the Class "II" Preferred Shares from time to time.

7. REDEMPTION AT CORPORATION'S OPTION

7.1 Subject to Section 10.2 hereof, the Corporation may by resolution of the Directors, and upon giving notice as hereinafter provided, from time to time redeem or purchase the whole or any part of the Preferred Shares, on payment for each share to be redeemed or purchased of the redemption price as hereinafter provided together with all declared and unpaid dividends. In case a part only of the then outstanding Preferred Shares is at any time to be redeemed or purchased the redemption or purchase shall be pro rata disregarding fractions amongst all the holders of the class of Preferred Shares which are subject to the redemption or purchase, unless the Corporation and all of the holders of the class of Preferred Shares which are subject to the redemption or purchase otherwise agree in writing. Unless the holders of the Preferred Shares that are subject to the redemption or purchase otherwise agree in writing, not less than ten days' prior notice in writing of such redemption or purchase shall be given by mailing to the registered holder of the shares to be redeemed or purchased a notice specifying the date and place of redemption or purchase, which may be a chartered bank.

7.2 If notice of any such redemption or purchase is given by the Corporation in the manner aforesaid and an amount sufficient to redeem or purchase the shares to be redeemed or purchased is deposited with the chartered bank specified in the notice on or before the date fixed for redemption or purchase, dividends on the class of Preferred Shares to be redeemed or purchased shall cease to accrue after the date so fixed for redemption or purchase and the holders thereof shall thereafter have no rights against the Corporation in respect thereof except upon surrender of certificates for such shares to receive payment thereof of the redemption price.

8. RETRACTION AT SHAREHOLDER'S OPTION

8.1 Subject to Section 10.2 hereof, every holder of record of Preferred Shares shall, subject to the provisions as hereinafter provided, be entitled to require the Corporation to purchase all or any part of the Preferred Shares held by such holder by surrendering on a business day the certificate or certificates representing the Preferred Shares which are to be purchased, properly endorsed in blank for transfer or accompanied by an appropriate form of transfer properly executed in blank, at the registered office of the Corporation or at the office of any transfer agent of the Corporation or at such other place or places as the Directors may from time to time designate, such certificate or certificates so surrendered to be accompanied by a notice in writing (hereinafter called a "retraction notice") signed by such holder or by his duly authorized attorney requiring the

Corporation to purchase all or a specified number of the Preferred Shares represented thereby. If the retraction notice is signed by an attorney, it shall be accompanied by evidence of the authority of such attorney satisfactory to the Corporation or a transfer agent of the Corporation.

8.2 A retraction notice shall be deemed to have been given when actually received at the registered office of the Corporation or at the office of any transfer agent of the Corporation or at such other place or places as the Directors may from time to time designate and when so given shall, subject as hereinafter provided in 8.5, be irrevocable.

8.3 Payment of the redemption price for the Preferred Shares surrendered for purchase by the Corporation shall be made by or on behalf of the Corporation to the holders of record thereof not later than the seventh day following the date upon which the retraction notice is given as aforesaid.

8.4 Payment for Preferred Shares surrendered for purchase shall be made in such manner as may be agreed between the Corporation and the holder(s) thereof or by cheque payable at par in Canadian funds at any branch of the Corporation's bankers and delivered to the holders of record of the Preferred Shares so surrendered or at the option of the Corporation such cheque shall be forwarded by registered mail, postage prepaid, to the holders of record of the Preferred Shares so surrendered at their addresses as the same appear in the records of the Corporation. In the case of each cheque so mailed, delivery thereof shall be deemed to have been made to the registered holder concerned as soon as the letter containing the same has been mailed.

8.5 If the purchase of all those Preferred Shares in respect of which the Corporation has received retraction notices at any given time would cause the Corporation to be in contravention of the provisions of the Business Corporations Act, (Alberta), the Corporation shall only purchase, on a pro rata basis, disregarding fractions, only such number of Preferred Shares as are being surrendered as can be purchased without causing such contravention and the Corporation shall purchase the balance of the outstanding Preferred Shares in respect of which the Corporation has received retraction notices on a pro rata basis, disregarding fractions, at such time or times as such purchase can be made without causing the Corporation to be in contravention of the provisions of the Business Corporations Act, (Alberta).

9. REDEMPTION OR PURCHASE PRICE

Class "I" Preferred Shares

9.1 The redemption price or the purchase price for the Class "I" Preferred Share surrendered for redemption or for sale shall be such amount as may be determined by the Directors of the Corporation at the time such Class "I" Preferred Share is issued together with any declared and unpaid dividends thereon.

Class "II" Preferred Shares

9.2 The redemption price or the purchase price for the Class "II" Preferred Share surrendered for redemption or for sale shall be such amount as may be determined by the Directors of the Corporation at the time such Class "II" Preferred Share is issued together with any declared and unpaid dividends thereon.

Class "III" Preferred Shares

9.3 The price or consideration payable entirely in lawful money of Canada at which the Class "III" Preferred Shares shall be redeemed (the

"Class "III" Redemption Amount") shall be the amount of consideration received therefor as determined by the Directors of the Corporation and adjusted by the Directors at any time or times so as to ensure that the Class "III" Redemption Amount of such Class "III" Preferred Shares issued as partial or total consideration for the purchase by the Corporation of any assets or the conversion or exchange of any shares (the "Class "III" Purchased Assets") shall equal the difference between the fair market value of the Class "III" Purchased Assets as at the date of purchase, conversion or exchange by the Corporation and the aggregate value of non-share consideration, if any, issued by the Corporation as partial consideration for the Class "III" Purchased Assets.

For greater certainty, such fair market value shall be determined by the Directors of the Corporation upon such expert advice as they deem necessary. Should, however, any competent taxing authority at any time issue or propose to issue any assessment or assessments that impose or would impose any liability for tax on the basis that the fair market value of the Class "III" Purchased Assets is other than the amount approved by the Directors and if the Directors or a competent Court or tribunal agree with such revaluation and all appeal rights have been exhausted or all times for appeal have expired without appeals having been taken or should the Directors of the Corporation otherwise determine that the fair market value of the Class "III" Purchased Assets is other than the amount previously approved by the Directors, then the Class "III" Redemption Amount of the Class "III" Preferred Shares shall be adjusted nunc pro tunc pursuant to the provisions of this paragraph to reflect the agreed upon fair market value and all necessary adjustments, payments and repayments as may be required shall forthwith be made between the proper parties.

10. LIQUIDITY AND OTHER MATTERS

10.1 Notwithstanding anything to the contrary herein contained, no dividends or other payment or distribution shall be made to the holders, as such, of shares in the capital of the Corporation if the payment thereof would result in the fair market value of the Corporation's assets, net of liabilities owed by the Corporation, being less than the aggregate of the redemption price of all of the then issued and outstanding Preferred Shares.

10.2 Notwithstanding any of the foregoing provisions of these Articles, the Corporation shall not redeem any Class "III" Preferred Shares while there are Class "I" Preferred Shares or Class "II" Preferred Shares outstanding, and the Corporation shall not redeem any Class "II" Preferred Shares while there are Class "I" Preferred Shares outstanding.

Certified Copy

CORPORATE ACCESS NUMBER: 2023289388

Government of Alberta

BUSINESS CORPORATIONS ACT

CERTIFICATE

OF

AMENDMENT AND REGISTRATION

OF RESTATED ARTICLES

114 DEVELOPMENT LTD.

AMENDED ITS ARTICLES ON 2021/04/20.

Certified Copy

Name/Structure Change Alberta Corporation - Registration Statement

Alberta Amendment Date: 2021/04/20

Service Request Number:	35301084
Corporate Access Number:	2023289388
Business Number:	777209545
Legal Entity Name:	114 DEVELOPMENT LTD.
French Equivalent Name:	
Legal Entity Status:	Active
Alberta Corporation Type:	Named Alberta Corporation
New Legal Entity Name:	114 DEVELOPMENT LTD.
New French Equivalent Name:	
Nuans Number:	121136673
Nuans Date:	2020/12/17
French Nuans Number:	
French Nuans Date:	
Share Structure:	SEE SCHEDULE "A"
Share Transfers Restrictions:	NO SHARES SHALL BE TRANSFERRED WITHOUT THE PRIOR APPROVAL OF A MAJORITY OF THE DIRECTORS OF THE CORPORATION.
Number of Directors:	
Min Number Of Directors:	1
Max Number Of Directors:	10
Business Restricted To:	NONE
Business Restricted From:	NONE
Other Provisions:	SEE SCHEDULE "B"
BCA Section/Subsection:	
Professional Endorsement Provided:	
Future Dating Required:	
Amendment Date:	2021/04/20

Annual Return

No Records returned

Attachment

Attachment Type	Microfilm Bar Code	Date Recorded
Share Structure	ELECTRONIC	2021/03/03
Other Rules or Provisions	ELECTRONIC	2021/03/03
Share Structure	ELECTRONIC	2021/04/20

Registration Authorized By: KEVIN R. OZUBKO
SOLICITOR

The Registrar of Corporations certifies that the information contained in this statement is an accurate reproduction of the data contained in the specified service request in the official public records of Corporate Registry.

This is **Exhibit B** referred to in the Affidavit of WARD FLEMING, sworn before me on this 31st day of July, 2023.

A Commissioner for Oaths in and for
the Province of Alberta.

JERRITT R. PAWLYK
BARRISTER & SOLICITOR

LAND TITLE CERTIFICATE

S

LINC	SHORT LEGAL	TITLE NUMBER
0039 087 978	2064S;6;22-26	222 038 082

LEGAL DESCRIPTION
PLAN 2064S
BLOCK 6
LOTS 22 TO 26 INCLUSIVE
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;24;52;30;SE

MUNICIPALITY: CITY OF EDMONTON

REFERENCE NUMBER: 212 117 616
212 117 615
212 117 614
212 117 613
212 117 612

REGISTERED OWNER(S)

REGISTRATION	DATE(DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
222 038 082	16/02/2022	CONSOLIDATION - PARCELS		

OWNERS

114 DEVELOPMENT LTD.
OF 2400 10303 JASPER AVENUE NW
EDMONTON
ALBERTA T5J 3N6

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
222 101 146	05/05/2022	CAVEAT RE : PURCHASERS INTEREST CAVEATOR - THE CITY OF EDMONTON. OFFICE OF THE CITY CLERK 3RD FLOOR, CITY HALL

(CONTINUED)

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
		1 SIR WINSTON CHURCHILL SQUARE EDMONTON ALBERTA T5J2R7 AGENT - JENNIFER LIDDLE
222 207 304	17/09/2022	MORTGAGE MORTGAGEE - MCAP FINANCIAL CORPORATION. #2500, 140 - 4TH AVENUE SW CALGARY ALBERTA T2P3N3 ORIGINAL PRINCIPAL AMOUNT: $31,000,000
222 207 305	17/09/2022	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - MCAP FINANCIAL CORPORATION. SUITE 2500, 140 - 4TH AVENUE SW CALGARY ALBERTA T2P3N3 AGENT - MARK S TOOKEY
222 228 540	12/10/2022	MORTGAGE MORTGAGEE - PAGNOTTA INC. 201, 5920 GATEWAY BLVD NW EDMONTON ALBERTA T6H2H6 ORIGINAL PRINCIPAL AMOUNT: $1,250,000
222 228 541	12/10/2022	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - PAGNOTTA INC. 201, 5920 GATEWAY BLVD NW EDMONTON ALBERTA T6H2H6 AGENT - JOHN PAUL JANSSENS
232 042 622	07/02/2023	POSTPONEMENT OF CAVE 222101146 TO MORT 222207304 CAVE 222207305
232 042 623	07/02/2023	POSTPONEMENT OF CAVE 222101146 TO MORT 222228540 CAVE 222228541
232 056 349	18/02/2023	CAVEAT RE : RENTAL USE DESIGNATION CAVEATOR - HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA AS REPRESENTED BY MINISTER OF MUNICIPAL AFFAIRS C/O RESIDENTIAL PROTECTION PROGRAM 16TH FLOOR, COMMERCE PLACE

(CONTINUED)

10155-102 ST NW
EDMONTON
ALBERTA T5J4L4
AGENT - RYAN FALK

TOTAL INSTRUMENTS: 008

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 17 DAY OF JULY, 2023 AT 01:04 P.M.

ORDER NUMBER: 47811062

CUSTOMER FILE NUMBER: 112837-00001

END OF CERTIFICATE

This is **Exhibit C** referred to in the Affidavit of WARD FLEMING, sworn before me on this 31st day of July, 2023.

A Commissioner for Oaths in and for
the Province of Alberta.

JERRITT R. PAWLYK
BARRISTER & SOLICITOR

THIS SHARE PURCHASE AGREEMENT, effective as of the 31st day of July, 2023.

AMONG:

AND: **114 DEVELOPMENT LTD.**, a body corporate incorporated pursuant to the *Business Corporations Act*, RSA 2000, c B-9 (the "**CORPORATION"**)

AND: **J.W. CARR HOLDINGS LTD.**, a body corporate incorporated pursuant to the *Business Corporations Act*, RSA 2000, c B-9 ("**JW CARR**")

AND: **TID HOLDINGS INC.**, a body corporate incorporated pursuant to the *Business Corporations Act*, RSA 2000, c B-9 ("**TID**")

AND: **2340355 ALBERTA LTD.**, a body corporate incorporated pursuant to the *Business Corporations Act*, RSA 2000, c B-9 ("**234**")

AND: **PROFECTUS CAPITAL INC.**, a body corporate incorporated pursuant to the *Business Corporations Act*, RSA 2000, c B-9 ("**PROFECTUS**")

(each a "**Party**" and, collectively, the "**Parties**")

SHARE PURCHASE AGREEMENT

RECITALS:

A. The Corporation carries on business as the developer of a multi-unit, mixed residential and commercial construction project (the "**Project**") sited in Edmonton, Alberta;

B. JW Carr is the registered and beneficial of 101 issued and outstanding Class "A" Common shares (the "**Sale Shares**") in the capital of the Corporation;

C. JW Carr, TID, 234, and Profectus (collectively, the "**Shareholders**") are the legal and beneficial holders of all of the issued and outstanding Class "A" common shares in the Corporation as follows:

Registered Owner	Number of Class "A" shares
234	549
Profectus	150
JW Carr	101
TID	200

D. Save and except for the Sale Shares, all of the issued and outstanding shares of the Corporation are held, collectively, by TID, 234, and Profectus (the "**Purchasing Shareholders**");

E. The Corporation, JW Carr, Profectus, and the Purchasing Shareholders are each Parties to a Unanimous Shareholder Agreement dated April 20, 2021 (the "**Shareholders' Agreement**");

F. JW Carr entered into restructuring proceedings under the *Companies' Creditors Arrangement Act*, RSA 1985, c B-36 ("***CCAA***", in the matter of Court File No. 2303 06543 (the "***CCAA* Proceedings**") before the Court of King's Bench of Alberta (the "**ABKB**") pursuant to the Initial Order of Justice J.J. Gill, dated April 19, 2023;

G. The Corporation has determined that it is necessary for it to refinance its current indebtedness in order to obtain additional financing to complete the Project;

H. The Corporation has been offered a credit facility conditional upon JW Carr's divestiture of any securities issued by the Corporation;

I. The Sale Shares are encumbered by various charges;

J. The Parties have determined that it is necessary to obtain a Sale Approval and Vesting Order from the ABKA in the *CCAA* Proceedings in order to complete the transaction contemplated by this Agreement; and

K. JW Carr has agreed to sell and the Purchasing Shareholders have agreed to purchase the Sale Shares on a *pro rata* basis upon and subject to the terms and conditions contained in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration paid by each of the Parties hereto to each of the other Parties hereto (the receipt and sufficiency of which are hereby acknowledged), it is agreed among the Parties hereto as follows:

ARTICLE 1
INTERPRETATION

1.01 Defined Terms

In this Agreement, unless there is something in the subject matter or context inconsistent therewith, the following terms and expressions will have the following meanings:

(a) "**ABKB**" means the Court of King's Bench of Alberta;

(b) "**Agreement**" means this Share Purchase Agreement;

(c) "**Articles**" means the articles of incorporation of the Corporation;

(d) "**business day**" means any day that is not a Saturday, a Sunday or a statutory holiday in the Province of Alberta;

(e) "***CCAA***" means the *Companies' Creditors Arrangement Act*, RSA 1985, c B-3;

(f) "***CCAA* Proceedings**" means the restructuring proceedings of JW Carr, Spruce Grove Industrial Park Inc., 272649 Alberta Ltd., 279896 Alberta Ltd., Grande Prairie Place Enterprises (1996) Inc., 1170292 Alberta Ltd., and 627612 Alberta Ltd. under the

Companies' Creditors Arrangement Act, RSA 1985, c B-36, in the matter of Court File No. 2303 06543 before the Court of King's Bench of Alberta;

(g) "**Closing**" means the completion of the sale and purchase of the Sale Shares in accordance with the provisions of this Agreement;

(h) "**Closing Date**" means the 4th day of August, 2023;

(i) "**Closing Time**" means 10:00 a.m. in the City of Edmonton in the Province of Alberta on the Closing Date or such other time on the Closing Date as the Parties hereto may agree upon;

(j) "**Effective Date**" means the date of execution of this Agreement, being the date first written hereinabove;

(k) "**Guarantee**" has the meaning given to that term in Article 7.1 of the Shareholders' Agreement;

(l) "**MCAP Indebtedness**" means any indebtedness owing by the Corporation to MCAP Financial Corporation or any of its successors or assigns;

(m) "**Other Agreements**" has the meaning given to that term in Section 9.10 hereof;

(n) "**person**" means and includes any individual, corporation, partnership, firm, joint venture, syndicate, association, trust, government, governmental agency or board or commission or authority, and any other form of entity or organisation;

(o) "**Pledged Shares**" has the meaning given to that term in Section 8.01(b) hereof;

(p) "**Purchase Price**" means the sum of $10.00 payable by the Purchasing Shareholders to JW Carr as consideration for the sale of the Sale Shares;

(q) "**Purchasing Shareholders**" means TID, 234, and Profectus, collectively;

(r) "**Sale Shares**" means 101 issued and outstanding Class "A" Common Shares in the Corporation legally and beneficially owned by JW Carr;

(s) "**SAVO**" means the Sale Approval and Vesting Order described in Section 3.01(b) hereof;

(t) "**Shareholders**" means JW Carr, TID, 234, and Profectus, collectively;

(u) "**Shareholders' Agreement**" means the Unanimous Shareholder Agreement dated April 20, 2021, among the Corporation, the Purchasing Shareholders, and JW Carr.

1.02 Interpretation Not Affected by Headings or Party Drafting

The division of this Agreement into articles, Sections, paragraphs, sub-sections and clauses and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "herein", "hereunder" and similar expressions refer to this Agreement and not to any particular article, Section, paragraph, clause or other portion hereof and include any agreement or instrument supplementary or ancillary hereto. Each Party hereto acknowledges that it and its legal counsel have reviewed and participated in settling the terms of this Agreement and the Parties hereby agree that any rule of construction to the effect that any ambiguity is to be resolved against the drafting Party shall not be applicable in the interpretation of this Agreement.

1.03 Number and Gender

In this Agreement, unless there is something in the subject matter or context inconsistent therewith:

(a) words in the singular number include the plural and such words shall be construed as if the plural had been used;

(b) words in the plural include the singular and such words shall be construed as if the singular had been used; and

(c) words importing the use of any gender shall include all genders where the context or Party referred to so requires and the rest of the sentence shall be construed as if the necessary grammatical and terminological changes had been made.

1.04 Knowledge

In this Agreement, any reference to the knowledge of any Party hereto means to the best of the knowledge, information and belief of such party after reviewing all relevant records and making due inquiries regarding the relevant matter of all relevant agents and representatives of such Party.

1.05 Legislation

In this Agreement, references to any legislation, statutory instrument or regulation or a section thereof, unless otherwise specified, is a reference to the legislation, statutory instrument, regulation or section as amended, restated and re-enacted from time to time.

1.06 Currency

In this Agreement, unless specified otherwise references to dollar amounts or "$" are to Canadian dollars.

ARTICLE 2
SALE AND PURCHASE

2.01 *Pro Rata* Share Sale

Subject to the satisfaction or waiver of the conditions set out in Article 3 hereof, JW Carr hereby agrees to sell, assign, and transfer the Sale Shares to the Purchasing Shareholders on the Closing Date, and the Purchasing Shareholders hereby agree to purchase and accept from JW Carr the Sale Shares. The Sale Shares shall be sold to the Purchasing Shareholders on a *pro rata* basis proportion to the Purchasing Shareholders' holdings of issued and outstanding Class "A" Common shares in the Corporation excluding the Sale Shares in the following amounts:

Purchasing Shareholder	Purchased Sale Shares
234	62
Profectus	17
TID	22
Total	**101**

2.02 Consideration for the sale of the Sale Shares

In consideration for JW Carr selling, assigning and transferring to the Purchasing Shareholders the Sale Shares in the manner prescribed by Section 2.01 hereof, the Purchasing Shareholders shall collectively pay JW Carr an amount equal to $10.00 on or before the Closing Time.

ARTICLE 3
CONDITIONS PRECEDENT

3.01 Conditions Precedent

The Purchasing Shareholders shall be obliged to complete the sale and purchase of the Sale Shares only if each of the following conditions precedent has been satisfied in full at or before the Closing Time (each of which conditions precedent is acknowledged to be for the exclusive benefit of the Purchasing Shareholders):

(a) all of the representations and warranties of JW Carr made in or pursuant to this Agreement shall be true and correct as at the Closing Time with the same effect as if made at and as of the Closing Time;

(b) by not later than the Closing Date, the Corporation shall have applied for and obtained from the ABKA in the *CCAA* Proceedings a SAVO, substantially in the form of the draft SAVO attached as **Schedule "A"** hereto, authorizing the sale of the Sale Shares pursuant to this Agreement to the Purchasing Shareholders free and clear of all interests, rights, and encumbrances;

(c) both the board of directors of the Corporation and the shareholders of the issued and outstanding voting shares in the Corporation have each passed valid resolutions approving the Corporation's entry into this Agreement; and

(d) JW Carr shall have performed all of its covenants and obligations under this Agreement at or before the Time of Closing.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES

4.01 Representations and Warranties by JW Carr

JW Carr hereby represents and warrants to the Corporation as follows and confirms that the Corporation is relying upon the accuracy of each of such representations and warranties in connection with the purchase of the Sale Shares and the completion of the other transactions hereunder:

(a) Authority and Binding Obligation. Subject to the *CCAA*, and any Order imposed by the ABKB in the *CCAA* Proceedings, JW Carr has good right, full corporate power and absolute authority to enter into this Agreement and to sell, assign and transfer the Sale Shares to the Corporation in the manner contemplated herein and to perform all of JW Carr's obligations under this Agreement;

(b) Contractual and Regulatory Approvals. Excepting the *CCAA* and any Order of the ABKB in the *CCAA* Proceedings, and subject to the approval of SAVO by the ABKB in the *CCAA* Proceedings, JW Carr is not under any obligation, contractual or otherwise, to request or obtain the consent of any person, and no permits, licences, certifications, authorisations or approvals of, or notifications to, any federal, provincial, municipal or local government or governmental agency, board, commission or authority are required to be obtained by JW Carr in connection with the execution, delivery or performance by JW Carr of this Agreement or the completion of any of the transactions contemplated herein; and

(c) JW Carr's Residency. JW Carr is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada).

4.02 Representations and Warranties by the Purchasing Shareholders

The Purchasing Shareholders represent and warrants to JW Carr and the Corporation as follows and confirm that JW Carr and the Corporation is relying upon the accuracy of each of such representations and warranties in connection with the sale of the Sale Shares and the completion of the other transactions hereunder:

(a) Authority and Binding Obligation. Purchasing Shareholders each have good right, full corporate power and absolute authority to enter into this Agreement and to purchase the Sale Shares from JW Carr in the manner contemplated herein and to perform all of the respective Purchasing Shareholders' obligations under this Agreement. This Agreement is a legal, valid and binding obligation of the Purchasing Shareholders, enforceable against it in accordance with its terms subject only to (i) bankruptcy, insolvency, moratorium, reorganisation and other laws relating to or affecting the enforcement of creditors' rights generally; and (ii) the fact that equitable remedies, including the remedies of specific performance and injunction, may only be granted in the discretion of a court; and

(b) Contractual and Regulatory Approvals. Other than the approvals referred to in Section 3.01 hereinabove, the Purchasing Shareholders are not under any obligation, contractual or otherwise, to request or obtain the consent of any person, and no permits, licenses, certifications, authorisations or approvals of, or notifications to, any federal, provincial, municipal or local government or governmental agency, board, commission or authority are required to be obtained by the Corporation in connection with the execution, delivery or performance by the Corporation of this Agreement or the completion of any of the transactions contemplated herein.

4.03 Representations and Warranties by the Corporation

The Corporation represents and warrants to JW Carr and the Purchasing Shareholders as follows and confirms that JW Carr and the Purchasing Shareholders are relying upon the accuracy of each of such representations and warranties in connection with the sale of the Sale Shares and the completion of the other transactions hereunder:

(a) Authority and Binding Obligation. The Corporation has good right, full corporate power and absolute authority to enter into this Agreement. This Agreement is a legal, valid and binding obligation of the Purchasing Shareholders, enforceable against it in accordance with its terms subject only to (i) bankruptcy, insolvency, moratorium, reorganisation and other laws relating to or affecting the enforcement of creditors' rights generally; and (ii) the fact that equitable remedies, including the remedies of specific performance and injunction, may only be granted in the discretion of a court;

(b) Contractual and Regulatory Approvals. The Corporation is not under any obligation, contractual or otherwise, to request or obtain the consent of any person, and no permits, licenses, certifications, authorisations or approvals of, or notifications to, any federal, provincial, municipal or local government or governmental agency, board, commission or authority are required to be obtained by the Corporation in connection with the execution, delivery or performance by the Corporation of this Agreement or the completion of any of the transactions contemplated herein; and

(c) No Declared and Unpaid Dividends. As of the Effective Date, the Corporation has not directly or indirectly, declared or paid any dividends or declared or made any other payments or distributions on or in respect of any of its shares and has not, directly or indirectly, purchased or otherwise acquired any of its shares.

ARTICLE 5
COVENANTS

5.01 Covenants by JW Carr

JW Carr covenants to the Purchasing Shareholders that it will do or cause to be done the following:

(a) Transfer of Sale Shares. At or before the Closing Time, JW Carr will take all necessary steps to effect the transfer of the Sale Shares to the Purchasing Shareholders under this Agreement including, without limitation, the execution of any document or instrument required to effect the completion such transfer;

5.02 Covenants by the Purchasing Shareholders

The Purchasing Shareholders covenant to JW Carr that it will do or cause to be done the following:

(a) Approval of the transaction. At the Closing Time, Purchasing Shareholders will execute and deliver any document or instrument and pay the purchase price pursuant to Section 2.02 herein required to effect the completion of the transfer of the Sale Shares from JW Carr to the Purchasing Shareholders;

5.03 Covenants by the Corporation

The Corporation covenants to JW Carr and the Purchasing Shareholders that it do or cause to be done the following:

(a) Approval of transaction. At or before the Closing Time, the Corporation will cause all necessary steps and corporate proceedings to be taken in order to permit the Sale Shares to be duly and regularly transferred from JW Carr to the Purchasing Shareholders;

(b) Application for SAVO. Immediately following the Effective Date, the Corporation will take all necessary steps to bring forward, serve, and file and Application seeking the ABKB's approval of the SAVO in the *CCAA* proceedings; and

(c) MCAP Indebtedness. In the event that the Corporation should repay in full or otherwise retire the MCAP Indebtedness, the Corporation shall refrain from accepting any further advances from MCAP Financial Corporation under any credit facility or lending agreement guaranteed by JW Carr.

ARTICLE 6
SHAREHOLDERS' AGREEMENT WAIVER AND RELEASE

6.01 Waiver of Transfer Restrictions

Effective upon the Effective Date, the Parties each irrevocably waive any and all rights any of them may have arising pursuant to the Shareholders' Agreement concerning or relating to JW Carr's transfer of the Sale Shares to the Purchasing Shareholders pursuant this Agreement including, without limitation, the right to rely on any provision within the Shareholders' Agreement:

(a) placing any restriction on JW Carr's transfer of the Sale Shares to the Purchasing Shareholders;

(b) granting any of the Purchasing Shareholders a right of first refusal in respect of the Sale Shares; or

(c) otherwise serving as a prohibition on any of the Parties entry into this Agreement or the transfer of the Sale Shares from JW Carr to the Purchasing Shareholders.

6.02 Release of JW Carr from Shareholders' Agreement

Effective upon the Closing Time, the Corporation and the Purchasing Shareholders shall each release and permanently discharge JW Carr from all actions, causes of action, damages, charges, expenses, costs, and other claims of any kind whatsoever that any of the Corporation or the Purchasing Shareholders may have against JW Carr arising from, or in connection with, the Shareholders' Agreement.

6.03 Release of Corporation and Purchasing Shareholders from Shareholders' Agreement

Effective upon the Closing Time, JW Carr shall release and permanently discharge each of the Corporation and the Purchasing Shareholders from all actions, causes of action, damages, charges, expenses, costs, and other claims of any kind whatsoever that JW Carr may have against the Corporation or the Purchasing Shareholders arising from, or in connection with, the Shareholders' Agreement.

6.04 Amendment of Shareholders' Agreement

The Shareholders and the Corporation shall enter into the Amending Agreement attached as **Schedule "B"** hereto pursuant to which the Shareholders' Agreement shall be amended in accordance with the terms of that instrument to, *inter alia*, amend the provisions the Shareholders' Agreement to remove JW Carr as party thereto. The Amending Agreement shall be deemed to take effect immediately prior to the Closing Time, conditional upon the Closing.

6.05 Waiver of Prohibition upon Encumbrances

Effective upon the Effective Date, the Parties each irrevocably waive any and all rights any of them may have arising pursuant to the Shareholders' Agreement concerning or relating to the grant of security to JW Carr in the Pledged Shares pursuant to Subsection 8.01(b) hereof.

ARTICLE 7
CLOSING

7.01 Closing Arrangements

Subject to the terms and conditions hereof, including the fulfilment of all conditions precedent set forth in Section 3.01, the transactions contemplated herein shall be completed virtually at the Closing Time at the offices of DLA Piper (Canada) LLP, 2700 Stantec Tower 10220-103 Avenue, NW, Edmonton AB T5J 0K4 or at such other place or places as may be mutually agreed upon by the Parties.

7.02 Documents to be Delivered

(a) At or before the Closing Time, JW Carr shall execute, or cause to be executed, and shall deliver, or cause to be delivered, to the Corporation and the Purchasing Shareholders all documents, instruments and things which are to be delivered by JW Carr pursuant to the provisions of this Agreement including the following:

(i) certificates representing the Sale Shares, to the extent such certificates are held by JW Carr, accompanied by stock transfer powers of attorney duly executed in blank and all such other assurance, consents and other documents as the Corporation may reasonably request to effectively transfer to the Corporation title to the Sale Shares;

(ii) a copy of a resolution of the board of directors of JW Carr approving the sale of the Sale Shares contemplated in this Agreement and authorizing the execution, delivery and performance of all agreements, instruments, certificates and other documents required to be delivered by JW Carr hereunder; and

(iii) a copy of the Amending Agreement executed by JW Carr.

(b) At or before the Closing Time, the Purchasing Shareholders shall each execute, or cause to be executed, and shall deliver, or cause to be delivered, to JW Carr and the Corporation all documents, instruments and things which are to be delivered by the Purchasing Shareholders pursuant to the provisions of this Agreement including the following:

(i) copies of resolutions of the boards of directors of each of the Purchasing Shareholders approving the sale of the Sale Shares contemplated in this Agreement and authorizing the execution, delivery and performance of all agreements, instruments, certificates and other documents required to be delivered by each of the Purchasing Shareholders hereunder; and

(ii) copies of the Amending Agreement executed by each of the Purchasing Shareholders.

(c) At or before the Closing Time, the Corporation shall execute, or cause to be executed, and shall deliver, or cause to be delivered, to JW Carr and the Purchasing Shareholders all documents, instruments and things which are to be delivered by the Corporation pursuant to the provisions of this Agreement including the following:

(i) a copy of a resolution of the board of directors of the Corporation and a copy of a resolution of the voting shareholders of the Corporation approving the sale of the Sale Shares contemplated in this Agreement and authorizing the execution, delivery and performance of all agreements, instruments, certificates and other documents required to be delivered by Corporation hereunder;

(ii) a filed copy of the SAVO, duly granted by the ABKB in the *CCAA* proceedings; and

(iii) a copy of the Amending Agreement executed by the Corporation.

ARTICLE 8
SELLER'S INDEMNITY

8.01 Seller's Indemnity

(a) Conditional upon the Closing, the Purchasing Shareholders (severally, in proportion to the number of Class "A" Common Shares held by each Purchasing Shareholder immediately following the Closing Time) and the Corporation shall indemnify and save JW Carr harmless from any and all claims or demands upon JW Carr arising from any Guarantee;

(b) Subject to Subsection 8.01(e) hereof, as general and continuing collateral security for the payment and performance of the Purchasing Shareholders' respective liabilities under Subsection 8.01(a), the Purchasing Shareholders each hereby grant JW Carr a security interest in, and pledge to JW Carr, all right, title and interest in and to the respective Class "A" Common Shares of the Purchasing Shareholders (collectively, the "**Pledged Shares**"). The Purchasing Shareholders each acknowledge that the security interests hereby created attach upon Closing (or in the case of any after acquired property, upon the date of acquisition by the Purchasing Shareholders of any rights therein), that value has been given by JW Carr and that the Purchasing Shareholders have, or in the case of after acquired property will have, rights in the Pledged Shares, as applicable, or the power to transfer rights in such Pledged Shares to JW Carr;

(c) The Purchasing Shareholders shall each deliver, or cause to be delivered, to JW Carr, contemporaneously with the Closing Time or thereafter, as applicable, certificates representing the Pledged Shares duly registered in the name of the Purchasing Shareholders, as applicable, together with undated irrevocable stock transfer powers of attorney in form and content as reasonably required by JW Carr;

(d) Certificates representing the Pledged Shares delivered to JW Carr shall be delivered retained and stored at the Edmonton, Alberta office of JW Carr's solicitors at MLT Aikins LLP until the earlier of their return to the Purchasing Shareholders in accordance with Subsection 8.01(e) hereof or such time as they are disposed of or otherwise dealt with by Carr Holdings in accordance with the *Personal Property Security Act*, RSA 2000, c P-7;

(e) Upon the Corporation's provision of written confirmation to JW Carr that the MCAP Indebtedness and any other indebtedness for which JW Carr is liable under any and all Guarantees has been repaid in full or otherwise retired, JW Carr shall:

(i) permanently discharge its security in the Pledged Shares;

(ii) promptly cause any registration in Alberta's Personal Property Registry relating to its security in the Pledged Shares to be discharged; and

(iii) promptly deliver or cause to be delivered certificates representing the Pledged Shares to the Purchasing Shareholders, care of the Corporation;

(f) JW Carr agrees to give the Corporation and the Purchasing Shareholders prompt written notice of any such claim or demand made and received by JW Carr in respect of any Guarantees; and

(g) This Section 8.01 will not merge in the conveyance of the Sale Shares and will survive the Closing of the sale and purchase of the Sale Shares.

ARTICLE 9
GENERAL PROVISIONS

9.01 Survival and Non-Merger

The representations and warranties made by JW Carr, the Purchasing Shareholders and the Corporation as at the Closing Date and contained in this Agreement, or contained in any document or certificate given in order to carry out the transactions contemplated hereby, will not merge in the conveyance of the Sale Shares and will survive the Closing of the sale and purchase of the Sale Shares.

9.02 Further Assurances

Each Party hereby covenants and agrees that at any time and from time to time after the Closing Date it will, upon the request of the other, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, assignments, transfers, conveyances and assurances as may be reasonably required for the better carrying out and performance of all the terms of this Agreement.

9.03 Remedies Cumulative

Except as otherwise provided herein, the rights and remedies of the Parties under this Agreement are cumulative and in addition to and not in substitution for any rights or remedies provided by law. Any single or partial exercise by any Party hereto of any right or remedy for default or breach of any term, covenant or condition of this Agreement does not waive, alter, affect or prejudice any other right or remedy to which such Party may be lawfully entitled for the same default or breach.

9.04 Counterparts and Electronic Transmission

This Agreement may be executed in any number of counterparts and by way of electronic signature, each of which shall be deemed to be an original and all of which taken together shall constitute one agreement. To evidence the fact that it has executed this Agreement, a Party hereto may send a copy of its executed counterpart to the other Party hereto by facsimile or electronic transmission and the signature transmitted by facsimile or electronic transmission shall be deemed to be its original signature for all purposes.

9.05 Independent Advice

The Parties agree that they have each obtained, or have waived their opportunity to obtain, independent legal, taxation, and financial advice in connection with all aspects of this Agreement and the transaction contemplated herein.

9.06 Expenses of Parties

Each of the Parties hereto shall separately bear all expenses incurred by it in connection with this Agreement including, without limitation, the charges of their respective counsel, accountants, financial advisors and finders.

9.07 Assignment

The rights of JW Carr hereunder shall not be assignable without the written consent of the Purchasing Shareholders and the Corporation. The rights of any of the Purchasing Shareholders hereunder shall not be assignable without the written consent of the other Purchasing Shareholders, the Corporation, and JW Carr.

9.08 Successors and Assigns

This Agreement shall be binding upon and enure to the benefit of the Parties hereto and their respective successors and permitted assigns. Nothing herein, express or implied, is intended to confer upon any person, other than the Parties hereto and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

9.09 Amendments

No modification or amendment to this Agreement may be made unless agreed to by the Parties in writing.

9.10 Entire Agreement

This Agreement together with any schedules and exhibits attached hereto and any other agreements and instruments to be entered into as contemplated by this Agreement (the "Other Agreements") constitute the entire agreement between the Parties hereto pertaining to the subject matter of this Agreement and the Other Agreements and supersede all prior correspondence, agreements, negotiations, discussions and understandings, written or oral. Except as specifically and explicitly set out in this Agreement or the Other Agreements, there are no representations, warranties, conditions or other agreements or acknowledgements, whether direct or collateral, express or implied, written or oral, statutory or otherwise, that form part of or affect this Agreement or the Other Agreements or which induced any Party hereto to enter into this Agreement or the Other Agreements. No reliance is placed on any representation, warranty, opinion, advice or assertion of fact made either prior to, concurrently with, or after entering into, this Agreement or any Other Agreement, or any amendment or supplement thereto, by any Party to this Agreement or any Other Agreement, to any other Party, except to the extent the representation, warranty, opinion, advice or assertion of fact has been reduced to writing and included as a term in this Agreement or that Other Agreement, and none of the Parties to this Agreement or any Other Agreement has been induced to enter into this Agreement or any Other Agreement or any amendment or supplement by reason of any such representation, warranty, opinion, advice or assertion of fact. There shall be no liability, either in tort or in contract, assessed in relation to the representation, warranty, opinion, advice or assertion of fact, except as contemplated in this Section 9.10.

9.11 Notices

(a) Any notice, demand or other communication (in this Section 9.11, a "**notice**") required or permitted to be given or made under this Agreement must be in writing and is sufficiently given or made if:

(i) delivered in person and left with a receptionist or other responsible employee of the relevant Party at the applicable address set forth below;

(ii) sent by prepaid courier service or (except in the case of actual or apprehended disruption of postal service) mail; or

(iii) sent by email;

in the case of a notice to the Corporation, addressed to it at:

DLA Piper (Canada) LLP
2700 Stantec Tower
10220-103 Avenue, NW
Edmonton AB T5J 0K4
Attn: Jerritt Pawlyk and Kevin Hoy
E: jerritt.pawlyk@dlapiper.com and kevin.hoy@dlapiper.com

and in the case of a notice to JW Carr, addressed to it at:

MLT Aikins LLP
Suite 2200, 10235 - 101st Street
Edmonton, AB T5J 3G1
Attn: Jeffrey M. Lee, K.C. and Mandi Deren-Dube
E: jmlee@mltaikins.com and mderendube@mltaikins.com

and in the case of a notice to TID, addressed to it at:

2500-10220 103 AVE NW
Edmonton, AB T5J 0K4
Attn: Terry Degner
E: Terry@tidholdings.ca

and in the case of a notice to 234, addressed to it at:

600-12220 Stony Plain RD NW
Edmonton, AB T5N 3Y4
Attn: Ward Fleming
E: ward@flemingdev.com

and in the case of a notice to Profectus, addressed to it at:

2240-10303Jasper Avenue NW,
Edmonton, AB T5J 3N6
Attn: Ward Fleming

E: ward@flemingdev.com

(b) Any notice sent in accordance with this Section 9.11 shall be deemed to have been received:

(i) if delivered prior to or during normal business hours on a business day in the place where the notice is received, on the date of delivery;

(ii) if sent by mail, on the fifth business day in the place where the notice is received after mailing, or, in the case of disruption of postal service, on the fifth business day after cessation of that disruption;

(iii) if sent by facsimile or electronic mail during normal business hours on a business day in the place where it is received, on the same day that it is received, on production of a transmission report from the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the relevant facsimile number of the recipient; or

(iv) if sent in any other manner, actual receipt;

except that any notice delivered in person or sent by facsimile or electronic mail not on a business day or after normal business hours on a business day, in each case in the place where the notice is received, shall be deemed to have been received on the next business day in the place where the notice is received.

(c) Any Party to this Agreement may change its address for notice by giving notice to the other Parties hereto.

9.12 Choice of Law and Attornment

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein. The Parties agree that the courts of that province will have exclusive jurisdiction to determine all disputes and claims arising between the Parties and the Parties hereby attorn to the jurisdiction of the courts of that province.

9.13 Time of Essence

Time is of the essence of this Agreement.

[Remainder of page intentionally left blank. Signature page follows]

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement under seal as of the Effective Date.

114 DEVELOPMENT LTD.,

Per: __________________________
Name: Ward Fleming
Title: Director

J.W. CARR HOLDINGS LTD.

Per: M Carr
Name: Marjorie Carr
Title: Director

TID HOLDINGS INC.

Per: __________________________
Name: Terry Degner
Title: Director

2340355 ALBERTA LTD.

Per: __________________________
Name: Ward Fleming
Title: Director

PROFECTUS CAPITAL INC.

Per: __________________________
Name: Ward Fleming
Title: Director

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement under seal as of the Effective Date.

114 DEVELOPMENT LTD.,

Per: ______________________________
Name: Ward Fleming
Title: Director

J.W. CARR HOLDINGS LTD.

Per: ______________________________
Name:
Title: Director

TID HOLDINGS INC.

Per: ______________________________
Name: Terry Degner
Title: Director

2340355 ALBERTA LTD.

Per: ______________________________
Name: Ward Fleming
Title: Director

PROFECTUS CAPITAL INC.

Per: ______________________________
Name: Ward Fleming
Title: Director

SCHEDULE "A"

[DRAFT SAVO]

COURT FILE NUMBER	2003-18071	Clerk's stamp
COURT	COURT OF KING'S BENCH OF ALBERTA	
JUDICIAL CENTRE	EDMONTON	
	IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, as amended	
	AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF J.W. CARR HOLDINGS LTD., SPRUCE GROVE INDUSTRIAL PARK INC., 272649 ALBERTA LTD., 279896 ALBERTA LTD., GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC., 1170292 ALBERTA LTD. and 627612 ALBERTA LTD.	
APPLICANT	114 DEVELOPMENT LTD.	
DOCUMENT	**APPROVAL AND VESTING ORDER**	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	**DLA Piper (Canada) LLP** Barristers and Solicitors Suite 2700, Stantec Tower 10220 - 103rd Avenue Edmonton, AB T5J 0K4 Phone: 780.429.6835 Fax: 780.670.4239 Email: jerritt.pawlyk@dlapiper.com / kevin.hoy@dlapiper.com Attention: Jerritt Pawlyk / Kevin Hoy	

DATE ON WHICH ORDER WAS PRONOUNCED:	**AUGUST 3, 2023**
NAME OF JUSTICE WHO MADE THIS ORDER:	**THE HONOURABLE JUSTICE J.S. LITTLE**
LOCATION OF HEARING:	**EDMONTON, ALBERTA**

UPON the Application of 114 Development Ltd. ("**114**") for an Order approving a transaction for the purchase and sale of 101 outstanding Class "A" commons shares issued by 114 (the "**Carr 144 Shares**") owned by J.W. Carr Holdings Ltd. ("**Carr Holdings**") pursuant to a share purchase agreement dated July 31, 2023 (the "**SPA**"), between TID Holdings Inc., 2340355 Alberta Ltd., Profectus Capital Inc. (collectively, the "**Purchasing Shareholders**"), 114, and Carr Holdings concerning the sale of the Carr Shares to the Purchasing Shareholders (the "**Transaction**");

AND UPON HAVING READ the CCAA Initial Order granted in these proceedings on April 19, 2023 (the "**Initial Order**"), and the Amended and Restated Initial Order granted in these proceedings on April 26, 2023, (the "**ARIO**"); the Application of 114, dated July 31, 2023, the Affidavit of Ward Fleming, dated July 31, 2023, the Bench Brief of 114, dated July 31, 2023, the Third Supplement Affidavit of

Marjorie Carr, dated July 17, and the Fourth Report of the Monitor, dated July 19, 2023, all filed; **AND UPON HEARING** the submissions of counsel for 114, counsel for Carr Holdings, counsel for Ernst & Young Inc. (the "**Monitor**") and all other interested parties present;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, no other person is required to have been served with notice of this application and time for service of this application is abridged to that actually given.

DECLARATION OF STANDING

2. 114 is hereby declared to be a person interested in these proceedings within the meaning of section 11 of the *Companies' Creditors Arrangement Act*, RSC 1985, c B-36.

APPROVAL OF TRANSACTION

3. The Transaction is hereby approved and execution of the SPA by Carr Holdings is hereby authorized and approved, with such minor amendments as Carr Holdings may agree to and the Monitor may deem necessary. Carr Holdings and the Monitor are hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for completion of the Transaction and conveyance of the Carr 114 Shares to the Purchasing Shareholders.

VESTING OF PROPERTY

4. Upon the delivery of the Monitor's Certificate to the Purchasing Shareholders, substantially in the fomr set out in **Schedule "A"** hereto (the "**Monitor's Closing Certificate**") all of Carr Holdings' right, title and interest in and to the Carr 114 Shares described in **Schedule "B"** hereto shall vest absolutely in the name of the Purchasing Shareholders, free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, "**Claims**") including, without limiting the generality of the foregoing:

   (a) any encumbrances or charges created by the Initial Order or the ARIO; and

(b) any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system (the "**PPR Registry**")

(all of which are collectively referred to as the "**Encumbrances**")

and for greater certainty, this Court orders that all Claims including Encumbrances affecting or relating to the Carr 114 Shares are hereby expunged, discharged and terminated as against the Carr 114 Shares and shall not be enforceable against the Purchasing Shareholders.

5. Upon delivery of the Monitor's Closing Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such Monitor's Closing Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to give effect to the terms of this Order and the SPA.

6. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the SPA. Presentment of this Order and the Monitor's Closing Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Carr 114 Shares, as may be required to give effect to the SPA and this Order.

7. No authorization, approval or other action by and no notice to or filing with any Governmental Authority or regulatory body exercising jurisdiction over the Carr 114 Shares is required for the due execution, delivery and performance by the Monitor of the SPA.

8. Sale proceeds payable under the SPA shall be paid to Carr Holdings, care of its legal counsel at MLT Aikins LLP, and may be immediately distributed to the credit of the professional fees of such counsel incurred in connection with these proceedings.

9. Except as expressly provided for in the SPA or by section 5 of the Alberta *Employment Standards Code*, the Purchasing Shareholders shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against Carr Holdings.

10. Upon completion of the Transaction, Carr Holdings and all persons who claim by, through or under Carr Holdings in respect of the Carr 114 Shares, and all persons or entities having any Claims of any kind whatsoever in respect of the Carr 114 Shares shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting

or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Carr 114 Shares, and to the extent that any such persons or entities remain in the possession or control of any of the Carr 114 Shares, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Carr 114 Shares, they shall forthwith deliver possession thereof to the Purchasing Shareholders.

11. The Purchasing Shareholders shall be entitled to enter into and upon, hold and enjoy the Carr 114 Shares for its own use and benefit without any interference of or by Carr Holdings, or any person claiming by, through or against Carr Holdings.

12. The Monitor is directed to file with the Court a copy of the Monitor's Closing Certificate forthwith after delivery thereof to the Purchasing Shareholders.

MISCELLANEOUS MATTERS

13. Notwithstanding:

(a) the pendency of these proceedings and any declaration of insolvency made herein;

(b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended (the "BIA"), in respect of Carr Holdings, and any bankruptcy order issued pursuant to any such applications;

(c) any assignment in bankruptcy made in respect of Carr Holdings; and

(d) the provisions of any federal or provincial statute:

the vesting of the Carr 114 Shares in the Purchasing Shareholders pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of Carr Holdings and shall not be void or voidable by creditors of Carr Holdings, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

14. The Monitor, Carr Holdings, the Purchasing Shareholders and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.

15. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the Monitor and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such order and to provide such assistance to the Monitor, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist the Monitor and its agents in carrying out the terms of this Order.

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

(a) Serving the same on:

(i) the persons listed on the service list created in these proceedings;

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

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

(iv) the Purchasing Shareholders or their solicitors; and

(b) Posting a copy of this Order on the Monitor's website at: www.ey.com/ca/jwcarr.

and service on any other person is hereby dispensed with.

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

____
Justice of the Court of Queen's Bench of Alberta

Schedule "A"

Form of Monitor's Certificate

COURT FILE NUMBER	2003-18071	Clerk's stamp
COURT	COURT OF KING'S BENCH OF ALBERTA	
JUDICIAL CENTRE	EDMONTON	
	IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, as amended AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF J.W. CARR HOLDINGS LTD., SPRUCE GROVE INDUSTRIAL PARK INC., 272649 ALBERTA LTD., 279896 ALBERTA LTD., GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC., 1170292 ALBERTA LTD. and 627612 ALBERTA LTD.	
APPLICANT	114 DEVELOPMENT LTD.	
DOCUMENT	**MONITOR'S CERTIFICATE**	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	**DLA Piper (Canada) LLP** Barristers and Solicitors Suite 2700, Stantec Tower 10220 - 103rd Avenue Edmonton, AB T5J 0K4 Phone: 780.429.6835 Fax: 780.670.4239 Email: jerritt.pawlyk@dlapiper.com / kevin.hoy@dlapiper.com Attention: Jerritt Pawlyk / Kevin Hoy	

RECITALS

A. Pursuant to an Order of the Honourable Justice J.J. Gill of the Court of King's Bench of Alberta, Judicial District of Edmonton (the "**Court**") dated April 10, 2023, Ernst & Young Inc. was appointed as the Monitor (the "**Monitor**") in the *Companies' Creditors Arrangement Act*, RSA 1985, c C-36, proceedings of J.W. Carr Holdings Ltd. ("**Carr Holdings**"), Spruce Grove Industrial Park Inc., 272649 Alberta Ltd., 279896 Alberta Ltd., Grande Prairie Place Enterprises (1996) Inc., 1170292 Alberta Ltd. and 627612 Alberta Ltd.

B. Pursuant to an Order of the Court dated July 26, 2023, the Court approved a share purchase agreement made as of **[Date of Agreement]** (the "**SPA**") between the Carr Holdings and TID Holdings Inc., 2340355 Alberta Ltd., Profectus Capital Inc. (collectively, the "**Purchasing Shareholders**") and provided for the vesting in the Purchasing Shareholders of Carr Holdings' right, title and interest in and to the Carr 114 Shares, which vesting is to be effective with respect to the Carr 114 Shares upon the delivery by the Monitor to the Purchasing Shareholders of a certificate confirming (i) the payment by the Purchasing Shareholders of the Purchase Price for the Carr 114 Shares; (ii) that the conditions to Closing as set out in section 3.01 of the SPA have been satisfied or waived by the Monitor and the Purchasing Shareholders; and (iii) the Transaction has been completed to the satisfaction of the Monitor.

C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the SPA.

THE MONITOR CERTIFIES the following:

1. The Purchasing Shareholders has paid and the Monitor has received the Purchase Price for the Carr 114 Shares payable on the Closing Date pursuant to the SPA;

2. The conditions to Closing as set out in section 3.01 of the SPA have been satisfied or waived by the Monitor and the Purchasing Shareholders; and

3. The Transaction has been completed to the satisfaction of the Monitor and JW Carr.

4. This Certificate was delivered by the Monitor at ______ on the ___ day of _________, 2023.

Ernst & Young Inc., in its capacity as Monitor of the undertakings, property and assets of J.W. Carr Holdings Ltd., and not in its personal capacity.

Per:____________________________

Name:

Title:

Schedule "B"

Description of Purchased Shares

A. 101 Class "A" issued and outstanding common shares in 114 Development Ltd. issued to J.W. Carr Holdings Ltd. under Share Certificate No. 3A.

SCHEDULE "B"

[AMENDING AGREEMENT]

Schedule "B"

THIS AMENDING AGREEMENT, effective as of the 31st day of July, 2023.

AMONG:

AND: **114 DEVELOPMENT LTD.**, a body corporate incorporated pursuant to the *Business Corporations Act*, RSA 2000, c B-9 (the "**CORPORATION**")

AND: **J.W. CARR HOLDINGS LTD.**, a body corporate incorporated pursuant to the *Business Corporations Act*, RSA 2000, c B-9 ("**JW CARR**")

AND: **TID HOLDINGS INC.**, a body corporate incorporated pursuant to the *Business Corporations Act*, RSA 2000, c B-9 ("**TID**")

AND: **2340355 ALBERTA LTD.**, a body corporate incorporated pursuant to the *Business Corporations Act*, RSA 2000, c B-9 ("**234**")

AND: **PROFECTUS CAPITAL INC.**, a body corporate incorporated pursuant to the *Business Corporations Act*, RSA 2000, c B-9 ("**PROFECTUS**")

(each a "**Party**" and, collectively, the "**Parties**")

AMENDING AGREEMENT

RECITALS:

A. The Parties are each parties to a Unanimous Shareholders' Agreement, dated April 20, 2021, (the "**Shareholders' Agreement**");

B. The Parties have entered into a Share Purchase Agreement, effective the 31st day of July, 2023, (the "**SPA**") concerning the sale of 101 issued and outstanding Class "A" Common shares in the Corporation held by JW Carr on a *pro rata* basis to TID, 234, and Profectus (the "**Remaining Shareholders**");

C. Following the conclusion of the transaction contemplated in the SPA, JW Carr ceased to be a shareholder in the Corporation;

D. Article 25.1 of the Shareholders' Agreement expressly permits the Shareholders' Agreement to be amended by an instrument in writing by the Parties to the Shareholders' Agreement;

E. The Parties have agreed to amend the Shareholders' Agreement to confirm the removal of JW Carr as a party thereto effective upon the timing of the closing of the transaction contemplated under the SPA.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements herein contained, within the SPA, and other good and valuable consideration paid by each of the parties hereto to each of the other parties hereto (the receipt and sufficiency of which are hereby acknowledged), it is agreed among the parties hereto as follows:

ARTICLE 1
AMENDMENTS TO SHAREHOLDERS AGREEMENT

1.01 Effective Time of Amending Agreement

This Amending Agreement shall be deemed to take effect immediately prior to the Closing Time (as defined in Article 1.01(i) of the SPA), conditional upon the Closing (as defined in Article 1.01(g) of the SPA).

1.02 Interpretation

In Article 1.03 of this Amending Agreement, struck-through portions of text shall denote deletions from the Shareholders' Agreement and underlined portions of text shall denote additions to the Shareholders Agreement, except where underling appears in the original text to the Shareholders' Agreement.

1.03 Amendments

The Shareholders' Agreement shall be amended as follows:

(a) JW Carr shall be removed as a party to the Shareholders' Agreement;

(b) Recital B to the Shareholders' Agreement shall be amended to reflect the shareholdings of the Remaining Shareholders in the Corporation following the Closing Time;

(c) Recital D to the Shareholders' Agreement shall be amended to read:

> Each of 234, Profectus, ~~JW~~ and TID have other corporate interests, and each intends to devote commercially appropriate attention to the activities of the Corporation

(d) Article 1.1 (n) of the Shareholders' Agreement shall be amended to read:

> "Corporate Shareholder(s)" means any corporation that is a Shareholder, and as at the date hereof includes 234, Profectus, ~~JW~~ and TID, or each individually when the context so requires;

(e) Article 1.1 (aa) of the Shareholders' Agreement shall be amended to read:

> "Shareholder(s)" means 234, Profectus, ~~JW,~~ and TID, collectively, or each individually when the context so requires, and includes all future Shareholders who are deemed to be a party to this Agreement pursuant to the Act;

(f) Article 5.4 of the Shareholders' Agreement shall be amended to read:

> Each Corporate Shareholder shall appoint a Designated Representative as its representative to vote on its behalf at any and all general meetings of the Shareholders (including annual, special and extraordinary meetings) and as its attorney in law to execute deeds on its behalf and to assent to and adopt in writing any resolutions which it might have assented to or adopted as a Shareholder. Each Corporate Shareholder hereby severally warrants to the other Shareholders and the Corporation that all corporate proceedings shall be taken by it to vest in its Designated Representative full and exclusive power and authority to bind it in respect of all matters pertaining to the Corporation. 234 Alberta Ltd. hereby

appoints Ward Fleming as its Designated Representative. Profectus hereby appoints David Smythe as its Designated Representative. ~~JW hereby appoints Marjorie CaiT as its Designated Representative.~~ TID hereby appoints Terry Degner as its Designated Representative.

(g) Article 6.3(a) of the Shareholders' Agreement shall be amended to read:

These Shareholders' Advances shall be made pro rata by 234, Profectus and TID, based on the number of Common Shares held by each of the Contributing Shareholders~~, excluding the Percentage Interest of JW~~;

(h) Article 6.5 of the Shareholders' Agreement shall be deleted in its entirety.

1.04 Addition to Shareholders' Agreement

An executed copy of this Amending Agreement shall be deemed to be appended to the Shareholders' Agreement. Upon this Amending Agreement becoming effective, the Corporation shall include append an executed copy of this Amending Agreement to the copy of the Shareholders' Agreement appearing within the corporate minute book for the Corporation.

ARTICLE 2
GENERAL

2.01 Incorporation of SPA General Terms

The Parties agree that the general terms set out in the whole of Article 8 to the SPA are reiterated herein and incorporated into this Amending Agreement in their entirety.

[Remainder of page intentionally left blank. Signature page follows]

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement under seal as of the Effective Date.

114 DEVELOPMENT LTD.,

Per: ______________________________
Name: Ward Fleming
Title: Director

J.W. CARR HOLDINGS LTD.

Per: M Carr
Name: Marjorie Carr
Title: Director

TID HOLDINGS INC.

Per: ______________________________
Name: Terry Degner
Title: Director

2340355 ALBERTA LTD.

Per: ______________________________
Name: Ward Fleming
Title: Director

PROFECTUS CAPITAL INC.

Per: ______________________________
Name: Ward Fleming
Title: Director

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement under seal as of the Effective Date.

114 DEVELOPMENT LTD.,

Per: ____________________________
Name: Ward Fleming
Title: Director

J.W. CARR HOLDINGS LTD.

Per: ____________________________
Name:
Title: Director

TID HOLDINGS INC.

Per: ____________________________
Name: Terry Degner
Title: Director

2340355 ALBERTA LTD.

Per: ____________________________
Name: Ward Fleming
Title: Director

PROFECTUS CAPITAL INC.

Per: ____________________________
Name: Ward Fleming
Title: Director

This is **Exhibit D** referred to in the Affidavit of WARD FLEMING, sworn before me on this 31st day of July, 2023.

A Commissioner for Oaths in and for
the Province of Alberta.

JERRITT R. PAWLYK
BARRISTER & SOLICITOR

UNANIMOUS SHAREHOLDER AGREEMENT

AMONG:

2340355 Alberta Ltd.

("234")

- and -

Profectus Capital Inc.

("Profectus")

- and -

J.W. Carr Holdings Ltd.

("JW")

- and -

TID Holdings Inc.

("TID")

- and -

114 Development Ltd.

(the "Corporation")

- and -

THOSE PERSONS WHO HAVE EXECUTED THIS AGREEMENT OR WHO HAVE OTHERWISE BECOME BOUND BY THIS AGREEMENT

UNANIMOUS SHAREHOLDER AGREEMENT

RECITALS

A. The Corporation has been duly incorporated under the laws of the Province of Alberta and is authorized to issue:

(i) Unlimited Class "A" Common Voting

(ii) Unlimited Class "B" Common Voting

(iii) Unlimited Class "C" Common Non-Voting

(iv) Unlimited Class "I" Preferred Non-Voting

(v) Unlimited Class "II" Preferred Non-Voting

(vi) Unlimited Class "III" Preferred Non-Voting

(herein called the "Authorized Capital").

B. The Shareholders are the legal and beneficial owners of all of the issued and outstanding shares in the capital stock of the Corporation as follows:

Registered Owner	**Share Certificate No.**	**Number and Class of Shares**
234	1A	549 Class "A" Common
Profectus	2A	150 Class "A" Common
JW	3A	101 Class "A" Common
TID	4A	200 Class "A" Common
TID	1-II	1,900,000 Class II Preferred Non-Voting

C. It is the intention of the parties that the Corporation will develop and sell the Project and distribute the net proceeds of the sale to the Shareholders as contemplated herein.

D. Each of 234, Profectus, JW and TID have other corporate interests, and each intends to devote commercially appropriate attention to the activities of the Corporation.

E. The Shareholders desire to enter into this Agreement to make provision for matters of mutual concern and interest.

In consideration of the mutual covenants and agreements herein contained, the parties covenant and agree, each with the other, as follows:

ARTICLE 1 - DEFINITIONS

1.1 In this Agreement:

(a) "Accountants" means such independent firm of chartered accountants as may, from time to time, be chosen by the Directors as accountants of the Corporation;

(b) "Act" means the *Business Corporations Act*, R.S.A. 2000, c. B-9, as amended;

(c) "Act of Default" means an act of default as defined in Article 12;

(d) "Affiliates" means:

(i) for any corporation, affiliates or affiliated corporations within the meaning of the Act or any Person having a controlling interest in that corporation or affiliated corporations; or

(ii) for any natural person, that person's parents, siblings, spouse or child or any relative of that person or his spouse who has the same residence as that person, or any firm, partnership, joint venture, or corporation in which that person has a controlling interest;

(e) "Agreement" means this Unanimous Shareholder Agreement and any instrument or schedule supplemental or ancillary hereto;

(f) "Articles" means the articles of incorporation of the Corporation as amended from time to time;

(g) "ASPE" means accounting standards for private enterprises adopted by the Chartered Professional Accountants of Canada, applied on a consistent basis;

(h) "Bank" means the primary bank or financial institution providing financing to the Corporation from time to time;

(i) "Business" means the acquisition, development and ownership of the Project by the Corporation;

(j) "By-laws" means the by-laws of the Corporation from time to time in force and effect;

(k) "Common Shares" means any shares designated as such under the Articles;

(l) "Control" means, in relation to a Shareholder that is not an individual, the beneficial ownership, directly or indirectly, of more than fifty (50%) percent of the issued voting shares or other ownership units of that Shareholder;

(m) "Corporation" means 114 Development Ltd.;

(n) "Corporate Shareholder(s)" means any corporation that is a Shareholder, and as at the date hereof includes 234, Profectus, JW and TID, or each individually when the context so requires;

(o) "Designated Representative(s)" means the individual(s) designated herein who have been appointed by a Corporate Shareholder, and who shall exercise all of the voting rights (if any) of such Corporate Shareholder, pursuant to the terms of this Agreement until further notice is given by any such Corporate Shareholder in any particular case;

(p) "Directors" means the individuals who are, from time to time, in accordance with the terms of this Agreement, duly elected or appointed directors of the Corporation;

(q) "Discounted Purchase Price" means 80% of the Purchase Price as determined pursuant to Article 10 hereof;

(r) "Fair Market Value" means the price determined in an open and unrestricted market between informed prudent parties, acting at arm's length and under no compulsion to act, expressed in terms of money or money's worth;

(s) "Percentage Interest" means the proportion that the number of Common Shares owned by a Shareholder is of the total number of issued and outstanding Common Shares owned by all Shareholders at a particular time;

(t) "Person" means a natural person, firm, corporation, trust, partnership, joint venturer, association, unincorporated organization, or government agency and "corporation" shall include "company" and vice versa;

(u) "Preferred Shares" means any shares designated as such under the Articles;

(v) "Prime Rate" means the prime interest rate per annum charged by the Bank to its best commercial customers in effect from time to time, which shall be conclusively determined by the manager of the main branch of the Bank in Edmonton, Alberta;

(w) "Project" means the acquisition and development of the lands located at 11323, 11325, 11329, 11333 and 11335 University Avenue in Edmonton as a multi-story residential rental complex containing approximately ______ residential units;

(x) "Purchase Price" means the value per Common Share as determined pursuant to Article 10 hereof;

(y) "Purchasing Shareholder" means any Shareholder purchasing Shares, for whatever reason, in accordance with this Agreement;

(z) "Selling Shareholder" means a Shareholder selling Shares, for whatever reason, in accordance with this Agreement;

(aa) "Shareholder(s)" means 234, Profectus, JW, and TID, collectively, or each individually when the context so requires, and includes all future Shareholders who are deemed to be a party to this Agreement pursuant to the Act;

(bb) "Shareholders' Advances" means any advance of funds to the Corporation from time to time, together with interest thereon, if any, except funds advanced in consideration for the issuance of Shares other than Class II Preferred Non-Voting Shares;

(cc) "Shares" means all or any portion of the shares set forth in recital B hereto, together with all additional shares issued by the Corporation from time to time, and for clarity including without limitation Common Shares and Preferred Shares;

(dd) "Total Investment" means, in respect of a Shareholder, the aggregate of:

(i) Shareholders' Advances;

(ii) the redemption price of any outstanding Preferred Shares owned by that Shareholder to the extent the same is not a duplication of Shareholders' Advances;

(iii) declared but unpaid dividends; and

(iv) the product obtained when the number of Common Shares owned by a Shareholder is multiplied by the Purchase Price;

(ee) "Trade Contractor(s)" means a person who has entered into a contract to perform work in respect of the Project who has accepted the issuance of Preferred Shares in partial compensation for the work performed or to be performed;

(ff) "Unanimous Resolution" means a resolution passed by 100% of the votes cast by Shareholders holding Common Shares or, in respect of a resolution of the Directors, a resolution passed by all of the Directors.

1.2 Capitalized words and phrases used in this Agreement and not defined herein shall have the same meaning as are assigned to them in the Act.

ARTICLE 2 - EFFECTIVE DATE

2.1 Notwithstanding its date of execution, this Agreement became effective and was binding upon the parties as and from the 20th day of April, 2021 (herein called the "Effective Date") and shall continue in full force and effect from the Effective Date until termination in accordance with this Agreement.

ARTICLE 3 - ARTICLES AND IMPLEMENTATION OF AGREEMENT

3.1 Subject to section 3.2, the Articles or By-Laws shall not be amended or altered without a Unanimous Resolution being passed in writing or at a properly called meeting of the Shareholders holding Common Shares.

3.2 The Articles and By-Laws shall at all times be subject to this Agreement and where any provision in the Articles or By-Laws is inconsistent with this Agreement, this Agreement shall prevail. Subject to the jurisdiction of the Court of Queen's Bench of Alberta, any Shareholder holding Common Shares may require the Shareholders to cause the Articles or By-Laws to be amended or altered to the extent necessary to remove or correct such inconsistency.

3.3 Each of the Shareholders shall vote, or cause to be voted, the Shares owned by it in such a way so as to fully implement the terms and conditions of this Agreement including, without limitation, to elect the nominees of 234, Profectus and TID to the Board of Directors pursuant to section 4.1.

3.4 Each of the Shareholders shall be deemed to have consented to any transfer of Shares made in accordance with this Agreement and each Shareholder covenants and agrees to waive any restriction on transfer contained in the Articles or By-laws in order to give effect to such transfers.

ARTICLE 4 - DIRECTORS

4.1 The board of Directors for the Corporation (the "Board of Directors") shall consist of 3 Directors, one being a nominee of 234 which nominee shall initially be Ward Fleming, one nominee of Profectus which nominee shall initially be David Smythe, and one nominee of TID which nominee shall initially be Terry Degner.

4.2 Each Director shall have one vote at any meeting of the Board of Directors, and all decisions at any meeting of the Board of Directors shall be decided by a Unanimous Resolution.

4.3 All 3 of the Directors must be present to constitute a quorum for the transaction of business at any meeting of the Board of Directors.

4.4 A Director or officer of the Corporation who is a party to, or is a director or officer of, or has a material interest in, any person who is a party to a material contract or proposed material contract with the Corporation, shall disclose in writing to the Corporation the nature and extent of his interest, in the time and manner provided by the Act. Any such contract or proposed contract shall be referred to the Shareholders for approval even if such contract or proposed contract is one that in the ordinary course of the Corporation's business may not require approval by the Directors or Shareholders.

4.5 Unless otherwise decided by the Board of Directors, the following shall be the officers of the Corporation:

(a) President - Ward Fleming,

(b) Secretary/Treasurer - David Smythe,

(c) Vice-President – Terry Degner.

4.6 For and during the term of this Agreement, in keeping with paragraph D of the Recitals, the Shareholders and the Designated Representatives of the Corporate Shareholders shall devote their commercially reasonable efforts in promoting the success of the Corporation and maintaining the Corporation as a profitable enterprise.

4.7 All cheques, negotiable instruments, and other banking or financial instruments requiring the signature of the Corporation and approved by resolution of the Directors shall be signed by any two (2) of the Directors or Officers.

4.8 Notwithstanding anything to the contrary contained in this Agreement, the Board of Directors shall not do or cause to be done any of the following in the absence of a Unanimous Resolution of the Shareholders holding the Common Shares;

(a) Make any expenditure in excess of the sum of TWENTY-FIVE THOUSAND ($25,000.00) DOLLARS, but not including any expenditures that are already included in the latest approved budget;

(b) Pay any salary, compensation or other benefit whatsoever to any Director or Officer of the Corporation;

(c) Declare any dividend;

(d) Repay any Shareholders' Advances;

(e) Mortgage, charge or encumber the assets or undertaking of the Corporation;

(f) Borrow or guarantee any sums of money whatsoever on behalf of the Corporation or in the name of the Corporation;

(g) Demand any financial contribution by the Shareholders except pursuant to the provisions of Article 6 hereof;

(h) Enter into any contract for the purchase or lease of real property; or

(j) Issue any Preferred Shares to Trade Contractors.

4.9 The Board of Directors shall prepare a budget for the Project which shall set out detailed estimates of all costs required to complete the Project and shall deliver the budget to the

Shareholders holding Common Shares for their approval by Unanimous Resolution. The Board of Directors shall notify the Shareholders holding Common Shares of any changes to the budget from time to time, and any increase to the then-approved budget in excess of 5% shall require the approval of the Shareholders holding Common Shares by Unanimous Resolution.

ARTICLE 5 - SHAREHOLDERS

5.1 The Directors may call a special meeting of Shareholders at any time and shall do so at the request of any officer of the Corporation.

5.2 The only persons entitled to be present at a meeting of Shareholders shall be those entitled to vote at such meeting, the Directors and Accountants and others who, although not entitled to vote, are entitled or required under any provision of the Act, Articles, or By-laws to be present at the meeting. Any other person may be admitted only with the unanimous consent of the Shareholders present in person or by proxy at the meeting. Notwithstanding the foregoing, Fabian Perez-Parada, an employee of TID, shall be entitled to be present at any meeting of Shareholders together with the Designated Representative of TID.

5.3 A quorum for the transaction of business at any meeting of Shareholders shall be the Shareholders holding not less than 85% of the Common Shares of the Corporation, present in person or by proxy.

5.4 Each Corporate Shareholder shall appoint a Designated Representative as its representative to vote on its behalf at any and all general meetings of the Shareholders (including annual, special and extraordinary meetings) and as its attorney in law to execute deeds on its behalf and to assent to and adopt in writing any resolutions which it might have assented to or adopted as a Shareholder. Each Corporate Shareholder hereby severally warrants to the other Shareholders and the Corporation that all corporate proceedings shall be taken by it to vest in its Designated Representative full and exclusive power and authority to bind it in respect of all matters pertaining to the Corporation. 234 Alberta Ltd. hereby appoints Ward Fleming as its Designated Representative. Profectus hereby appoints David Smythe as its Designated Representative. JW hereby appoints Marjorie Carr as its Designated Representative. TID hereby appoints Terry Degner as its Designated Representative.

ARTICLE 6 - SHAREHOLDERS' ADVANCES

6.1 The Shareholders have agreed that, as much as is reasonably possible, any capital needs of the Corporation with respect to the Business and the Project shall be obtained from mortgage construction financing typical of what a real estate developer would look to obtain on such a project. However, should such financing not satisfy all of the Corporation's financial and cash flow requirements concerning the Business and the Project from time to time, subject to the provisions of this Article 6, the Shareholders holding Common Shares have agreed to inject further cash equity into the Corporation.

6.2 The first $1,900,000 of Shareholders' Advances from the Shareholders required for the Project shall be provided by TID, and the Shareholders hereby acknowledge and agree that TID has already advanced $1,500,000 of this under a separate loan arrangement and separate security. Concurrently with the execution of this Agreement, this previous loan shall be assumed by the Corporation and all related security shall be cancelled, and the $1,500,000 already advanced by TID, and the additional sum of $400,000 to be advanced by TID, shall collectively be deemed to be Shareholders' Advances of TID owing by the Corporation to TID. For every dollar of Shareholders' Advances advanced by TID, TID shall be issued one Class II Preferred Non-Voting Share with a redemption price of $1.00 for each such Preferred Share. Once TID has advanced the aforementioned $1,900,000 of Shareholder Advances in full, then 234 and Profectus shall be responsible to advance the next $1,900,000 of Shareholders' Advances required for the Project, with 234 and Profectus being required to contribute pro rata based upon their relative Percentage Interest, which shall be 549/699 for 234 and 150/699 for Profectus. Notwithstanding anything to the contrary contained in this Agreement, the Shareholders' Advances of TID and 234/Profectus under this Section 6.2 shall be repaid in priority to any other Shareholders' Advances, with the Shareholders' Advances of TID being repaid in priority to that of 234 and Profectus until the Shareholders' Advances of TID, 234 and Profectus collectively, have been equalized, after which time the remaining advances of TID, 234 and Profectus shall be repaid on a *pari passu* basis in accordance with their relative amounts outstanding.

6.3 After the Shareholders' Advances set out in Section 6.2 above have been fully advanced, then, upon a Unanimous Resolution being passed by the Board of Directors (herein called the "Demand"), each of 234, Profectus and TID (each a "Contributing Shareholder") agree to advance to the Corporation such further Shareholders' Advances upon such terms and conditions as are set forth in the Demand, provided that:

(a) These Shareholders' Advances shall be made pro rata by 234, Profectus and TID, based on the number of Common Shares held by each of the Contributing Shareholders, excluding the Percentage Interest of JW;

(b) Each Shareholder's Advance shall be evidenced by a promissory note issued by the Corporation in the principal amount thereof, which promissory note shall be secured by security interest charging the assets of the Corporation under a general security agreement and otherwise as set forth in the Demand, and shall provide for the repayment of the amount therein subject to the terms and conditions contained in this Agreement;

(c) Interest shall be paid on the Shareholder's Advance as set forth in the Demand;

(d) Subject to section 6.2 hereof, all repayments of Shareholders' Advances and interest thereon shall be made by the Corporation to the Contributing Shareholders pro rata based on the number of Common Shares held by each of them;

(e) The Contributing Shareholders shall not demand repayment of the whole or any portion of the Shareholders' Advances outstanding prior to the time for repayment thereof which shall be set forth in each case by the Demand;

(f) The Shareholders' Advances may be prepaid by the Corporation in whole or in part at any time or times without notice, bonus, or penalty; and

(g) Each Contributing Shareholder agrees to subordinate all Shareholders' Advances in favor of any and all of the Corporation's secured lenders.

6.4 In the event that, from time to time, any Shareholders' Advances advanced by Shareholders under Section 6.3 above are not in proportion to each Shareholder's relative Percentage Interest, then the amount of excess which any Contributing Shareholder has contributed to the Corporation (the "Excess Contribution Amount") shall be repayable by the Corporation on demand, together with interest at the rate of 9.0 per annum, compounded and calculated every 6 months, and such Excess Contribution Amount plus accrued interest shall be repaid by the Corporation in priority to and in all cases before any other Shareholder's Advances under Section 6.3 are repaid to any other Shareholder (the "Non-Contributing Shareholder") in any circumstances whatsoever. Additionally, the Excess Contribution Amount shall rank in priority to any distribution, dividend or other payment in respect of any Shareholder of the Corporation, such that prior to any such distribution, dividend or payment being made to any Shareholder in respect of its respective Shares or Shareholders' Advances, the Contributing Shareholder contributing an Excess Contribution shall be repaid its Excess Contribution Amount plus accrued interest. Further, with respect to any interest paid by the Corporation to a Contributing Shareholder on any Excess Contribution Amount, the Corporation shall be entitled to be reimbursed for all such interest amounts by the applicable Non-Contributing Shareholder(s) and accordingly the Corporation shall be entitled to deduct any such amounts from any payments, dividends, or other distributions owed by the Corporation to the applicable Non-Contributing Shareholder(s) from time to time.

6.5 Notwithstanding any other provision of Article 6 above, JW shall not have to advance any Shareholders' Advances to the Corporation.

ARTICLE 7 - GUARANTEES

7.1 Upon a Unanimous Resolution being passed by the Shareholders holding Common Shares (herein called the "Request"), all Shareholders of the Corporation holding Common Shares shall execute and deliver several guarantees on such terms and conditions as are set forth in the Request (herein collectively called the "Guarantees" and individually called the "Guarantee"). The Board of Directors of the Corporation shall use its commercially reasonable efforts to obtain agreement from any and all Creditors (as defined below) requiring Guarantees that the Guarantee provided by each Shareholder shall be limited in amount to its proportionate share of the indebtedness to the Creditor based upon its Percentage Interest. In this Article 7, any person, firm or corporation which the Corporation is indebted to and which requires Guarantees, is herein called a "Creditor" and are collectively called "Creditors").

7.2 Forthwith upon receipt of a Request pursuant to section 7.1 above, each such Shareholder shall deliver its several Guarantee to the Corporation in accordance with the provisions of this Article 7.

7.3 If any Shareholder of the Corporation (herein called the "Non-Performing Shareholder") is called upon under the terms of a Guarantee and fails to pay its proportion (as set out in section 7.1 hereof) pursuant to its Guarantee and the other Shareholders who executed Guarantees are required to pay the Non-Performing Shareholder's obligations (the "Performing Shareholders"), or any Shareholder is required and does pay any amount in respect of his Guarantee which exceeds his proportion (as set out in section 7.1 hereof) of the debt owing to the Creditor (the "Overpaying Shareholder") and the other Shareholders (the "Underpaying Shareholders") pay an amount less than their respective pro rata proportions (as set out in section 7.1 hereof) of the debt to the Creditor, in each such circumstance the Performing Shareholders and the Overpaying Shareholders are hereby granted a security interest in the Total Investment of the Non-Performing Shareholder or the Underpaying Shareholders, as the case may be, until the Non-Performing Shareholder or the Underpaying Shareholders, as the case may be, have fully reimbursed the Performing Shareholders or the Overpaying Shareholders, as the case may be, together with interest thereon calculated from the payment date at a rate equal to twelve (12%) percent per annum; provided, however, that the security interest in and to the Total Investment of the Non-Performing Shareholder or the underpaying Shareholder, as the case may be, shall be in addition to and not in substitution for any and all other rights and remedies available at law or in equity. The Non-Performing Shareholders and the Underpaying Shareholders, as the case may be, shall indemnify and pay to each of the Performing Shareholders or Overpaying Shareholders, as the case may be, all amounts that are paid in excess of those parties respective pro rata proportions (as set out in section 7.1 hereof) to the Creditor in respect of Guarantees previously provided to the Creditor.

7.4 The Corporation and the remaining Shareholders of the Corporation holding Common Shares shall endeavor to cause a Selling Shareholder to be released from all Guarantees having been given to assist the Corporation; provided, however, that if the Corporation and the remaining Shareholders of the Corporation are unable to obtain a release of any such Guarantees granted by the Selling Shareholder, the Corporation and the remaining Shareholders of the Corporation shall severally, in proportion to the number of Shares held by each Shareholder as that number bears to the total number of Shares held by all of the Shareholders of the Corporation, indemnify and save the Selling Shareholder harmless from any and all claims or demands upon the Selling Shareholder arising from such Guarantees, and the remaining Shareholders shall provide the Selling Shareholder with such security as he may reasonably require in support of these indemnities including, without limitation, a security agreement charging the respective Total Investments of the remaining Shareholders. The Selling Shareholder agrees to give the Corporation and the remaining Shareholders of the Corporation prompt written notice of any such claim or demand made in respect of any such Guarantees.

DISPOSITION OF SHAREHOLDERS' INTEREST

ARTICLE 8 - RESTRICTIONS ON SHARES

8.1 Subject to a Unanimous Resolution being passed or otherwise executed:

(a) No additional Shares of the Authorized Capital shall be issued;

(b) No Shareholder shall mortgage, pledge or otherwise encumber his or its Shares;

(c) No Shareholder shall sell, transfer, convey or assign his or its Shares except in accordance with this Agreement; and

(d) No shares of the issued and outstanding capital stock of any Corporate Shareholder shall be sold, transferred, conveyed, or assigned except in accordance with this Agreement.

8.2 The certificates representing the Shares shall be endorsed with the following reference as to the restrictions imposed by this Agreement:

> "The shares represented by this certificate are subject to the provisions of a Unanimous Shareholder Agreement made on the ___ day of April, 2021, among the Corporation and all the Shareholders, which Agreement imposes restrictions on the right of the holder and successors of the holder to sell, encumber or realize the shares represented hereby and notice of the terms and conditions of the Unanimous Shareholder Agreement is hereby given. A copy of the Unanimous Shareholder Agreement may be viewed at the registered office of the Corporation."

8.3 For the purposes of this Agreement, except as otherwise provided herein, any transfer, sale, assignment, transmission, bequest, inheritance, mortgage, encumbrance, or other disposition of shares in the capital stock of any Corporate Shareholder having the result (directly or indirectly and either immediately or subject to the happening of any contingency) of changing the identity of the individuals exercising or who might exercise Control of any such Corporate Shareholder to someone who is someone other than that Corporate Shareholder's Designated Representative as at the date of execution of this Agreement shall be deemed to be a transfer by such Corporate Shareholder of its Shares hereunder notwithstanding whether such change shall be voluntary or involuntary on the part of such Corporate Shareholder. Notwithstanding any provision to the contrary contained in this Agreement, it is acknowledged that Terry Degner, the Designated Representative of TID does not have Control of TID at the date hereof, and a change of Control of TID shall be permitted without the further consent of the parties to this Agreement, provided that The Degner Family Trust or one or more members of the Degner family remain a shareholder of TID.

8.4 Each Corporate Shareholder covenants and agrees that the terms and conditions contained herein do not conflict with its constating documents.

8.5 Each Corporate Shareholder hereby represents and warrants to the other Shareholders that, as of the Effective Date:

(a) no person, firm or corporation has a right or option to acquire any interest in any of its Shares; and

(b) no Shares owned by it have been mortgaged, pledged or otherwise encumbered to any third party.

ARTICLE 9 - SECURITY ON UNPAID PURCHASE PRICE

9.1 For the purposes of Articles 12 and 13 hereof, the Corporation hereby grants a security interest in favor of the Selling Shareholder in and to all of the Corporation's present and after acquired personal property in order to secure the repayment of the Total Investment owed to the Selling Shareholder. Any such security granted to the Selling Shareholder shall be postponed to any and all of the Corporation's secured lenders.

ARTICLE 10 - PURCHASE PRICE TO BE PAID ON SALE OF SHARES

10.1 For the purposes of Article 12, 13 and 28 hereof, the Directors or any Shareholder holding Common Shares may forward a written request (herein called the "Shareholder's Request") to the Shareholders to agree on a per share valuation of the Common Shares as at a specific date.

10.2 If no agreement has been reached within thirty (30) days of a Shareholder's Request, the value per share of the Common Shares as at a specific date shall be determined as follows: (i) firstly, the Directors shall commission a formal real estate appraisal of the fair market value of the Project; (ii) the appraisal of the Project shall be undertaken by an appraiser approved by Unanimous Resolution, and the appraiser must be a member of a national realty firm who provides real estate valuation services across Canada, and shall have had not less than 10 years previous experience valuating large scale multi residential rental developments in Alberta, (iii) if the Shareholders cannot agree on a mutually acceptable appraiser within forty-five (45) days of the Shareholder's Request, then the appraiser shall be appointed by the Court upon the application upon two (2) days' notice of any Director or Shareholder of Common Shares, (iv) the agreed upon appraiser, or court appointed appraiser, as the case may be, shall determine the fair market value of the Project not later than forty-five (45) days after his appointment, (v) the

Directors shall cooperate with the appraiser in providing whatever information and documentation the appraiser may reasonably request in connection with his appraisal, (vi) absent manifest error, the appraised value of the appraiser shall be final and binding on the parties and the cost of the valuation shall be paid for by the Corporation, (vii) once the appraised value of the Project is known, then the value of the Common Shares owned by any given Shareholder shall be determined by taking the appraised value of the Project, and deducting any Shareholders' Advances, the aggregate redemption price of any issued Preferred Shares, and all outstanding long term debt of the Corporation related to the Project, and thereafter dividing the resulting number by the total number of issued and outstanding Common Shares in the Corporation, and then, finally, multiplying that resulting number by the number of Common Shares held by any particular Shareholder in question.

ARTICLE 11 - RIGHT OF FIRST REFUSAL

11.1 If one of the Shareholders holding Common Shares desires to terminate his or its association with the Corporation (herein called the "Selling Shareholder"), the Selling Shareholder shall deliver to the other Shareholders holding Common Shares (herein called the "Remaining Shareholders") notice in writing (herein called the "Notice of Withdrawal") signed by the Selling Shareholder requesting the Remaining Shareholders purchase its Total Investment in the Corporation, on the terms and conditions stipulated in the Notice of Withdrawal (herein called the "Sale Conditions"), and stating that the Remaining Shareholders shall be required to purchase all of the selling shareholder's Total Investment in proportion to their relative Percentage Interests.

11.2 The Remaining Shareholders shall have thirty (30) days following receipt or deemed receipt of the Notice of Withdrawal (herein called the "Acceptance Period") to accept the Sale Conditions of the Selling Shareholder as set out in the Notice of Withdrawal by notice in writing to the Selling Shareholder (herein called the "Notice of Acceptance").

11.3 If the Notice of Withdrawal is rejected or no Notice of Acceptance is delivered by the Remaining Shareholders within the Acceptance Period, the Selling Shareholder may sell to a third party all, but not less than all, of its Total Investment provided the sale takes place within ninety (90) days following the expiration of the Acceptance Period at a price not less than, and on terms and conditions not more favorable than, the terms and conditions provided in the Sale Conditions. If no sale takes place within the stipulated time period, the Selling Shareholder shall be required, before selling, transferring, assigning or otherwise disposing of its Total Investment to once again offer same to the Remaining Shareholders in the manner hereinbefore provided.

11.4 If a Notice of Acceptance is delivered within the Acceptance Period, the purchase of the Selling Shareholder's Total Investment by the Remaining Shareholders shall be completed so soon as may be practical and no later than ninety (90) days following the expiry of the Acceptance Period and the purchase and sale of the Selling Shareholder's Total Investment shall be completed at the offices of the solicitor for the Corporation as follows:

(a) The Selling Shareholder shall cause to be delivered to the Remaining Shareholders certificates for all of its Shares, duly and properly endorsed in blank for transfer, together with such evidence, if any, as the Remaining Shareholders may require that such Shares are free of all mortgages, liens, encumbrances and charges;

(b) The Selling Shareholder shall assign its Shareholders' Advances in the Corporation to the Remaining Shareholders;

(c) The Selling Shareholder or its nominee, shall resign as a Director and officer of the Corporation;

(d) Subject to section 7.4, the Corporation shall provide evidence to the Selling Shareholder that it has obtained releases from all Guarantees given by the Selling Shareholder or its Affiliates; and

(e) The Remaining Shareholders shall pay the balance of the Selling Shareholder's Total Investment to the Selling Shareholder in accordance with the Sale Conditions.

ARTICLE 12 - DEFAULT

12.1 A Shareholder is deemed to have committed an act of default (herein called the "Act of Default") when:

(a) the following occurs in relation to an individual Shareholder, namely:

(i) The Shareholder is declared a bankrupt;

(ii) The Shareholder causes his Shares to be charged for his separate debts or liable to seizure except as otherwise authorized herein;

(iii) The Shareholder becomes insolvent or makes an assignment for the benefit of creditors;

(iv) The Shareholder is judged insane or not capable of handling his or her own affairs by a court of competent jurisdiction; and

(v) An application is made in a court of competent jurisdiction for an order purporting to deal with his Shares pursuant to the *Matrimonial Property Act* of Alberta or other similar legislation;

(b) the following occurs in relation to any Corporate Shareholder, namely:

(i) Where any of the events listed in subsection 12.1(a) occur with respect to any Corporate Shareholder (as applicable), or with respect to any Designated Representative or beneficial owner of any of the issued and outstanding shares of the capital of any such Corporate Shareholder;

(ii) Proceedings are instituted for the dissolution or winding up of any such Corporate Shareholder;

(iii) Any Corporate Shareholder is petitioned into bankruptcy or makes an assignment for the benefit of its creditors;

(iv) If a certificate of dissolution is issued with respect to any Corporate Shareholder by the Registrar of Corporations or any Corporate Shareholder is otherwise dissolved and is terminated in the Province of Alberta; and

(v) If any Corporate Shareholder's issued and outstanding shares are seized or attached in any way for the payment of any judgment or order.

12.2 The Shareholders covenant that they shall immediately notify each other of any Act of Default upon its occurrence.

12.3 The following provisions apply to a Defaulting Shareholder:

(a) If an Act of Default occurs pursuant to section 12.1 then any Shareholder may give the Defaulting Shareholder written notice setting forth the specifics of the Act of Default (herein called the "Notice of Default") and requiring the Defaulting Shareholder to remedy the default within fifteen (15) days of receipt of the Notice of Default (herein called the "Remedy Period"). However, if the Act of Default is not capable of being rectified, then the Remedy Period shall be deemed to be one (1) day. The last day of the Remedy Period shall herein be called the "Date of Default"; and

(b) If the Act of Default is not remedied on or prior to the Date of Default, then subject to the Act, the Corporation shall have the right and option (but not the obligation) to purchase all (but not less than all) of the Defaulting Shareholder's Total Investment in the Corporation at the Discounted Purchase Price on the following terms:

(i) the determination whether the Corporation does exercise its option granted by subsection 12.3(b) herein shall be made for and on behalf of the Corporation by the Board of Directors (excluding the Defaulting Shareholder) giving written notice to that effect to the Defaulting Shareholder within sixty (60) days of the Date of Default;

(ii) the Defaulting Shareholder shall lose its right to vote its Shares, and it shall not be entitled to vote as a Director (or its nominee shall lose his or her right to vote as a Director) upon receipt of the Notice of Default and these rights to vote shall not be reinstated until the Act of Default is remedied; and

(iii) the Discounted Purchase Price (determined as at the Date of Default) for the Defaulting Shareholder's Total Investment shall be paid by the Corporation to the Defaulting Shareholder by way of five (5) equal annual payments with the initial payment due on the first day of the next ensuing month after the month in which the Closing (as defined herein) occurs and each successive anniversary date thereafter until fully paid without interest.

12.4 Upon the occurrence of an Act of Default, the Directors shall commence determination of the Discounted Purchase Price pursuant to the provisions of Article 10. So soon as may be practical, and in any event not more than thirty (30) days, following the determination of the Discounted Purchase Price, and provided the Corporation elects to purchase the Defaulting Shareholder's Shares, the purchase and sale of the Defaulting Shareholder's Shares shall be closed (the "Closing") at the offices of the solicitors for the Corporation as follows:

(a) The Defaulting Shareholder shall deliver to the Corporation certificates for all of the Defaulting Shareholders' Shares, duly endorsed in blank for transfer, together with such evidence, if any, as the Corporation may require that such Shares are free of all mortgages, liens, encumbrances and charges;

(b) The Corporation shall execute a promissory note in favour of the Defaulting Shareholder evidencing the payment obligations as set forth in this Article 12;

(c) The Defaulting Shareholder, or its nominee, shall resign as a Director and officer of the Corporation; and

(d) The Corporation shall provide evidence to the Defaulting Shareholder that it has obtained releases from all Guarantees given by the Defaulting Shareholder or shall provide in writing the several indemnities and such securities for the several indemnities required by section 7.4.

12.5 If the Corporation does not elect to purchase the Defaulting Shareholder's Shares within ninety (90) days of the Act of Default, the Shareholders holding Common Shares, other than the Defaulting Shareholder, shall be given the option to acquire the Defaulting Shareholder's Total Interest on the same terms of Sections 12.3 and 12.4, *mutatis mutandis* (including without limitation a further ninety (90) day option period.

12.6 In the event that the remaining Shareholders elect to purchase the Shareholder Interest of the Defaulting Shareholder, they shall purchase the Shareholder Interest of the Defaulting Shareholder proportionately based on their holdings of Common Shares (excluding the Defaulting Shareholder's Shares), or in such other proportions, as all of the Shareholders save and except the Defaulting Shareholder agree, and the purchase price will be paid in such proportions.

12.7 If the Corporation fails to exercise its option pursuant to this Article 12 and the remaining Shareholders do not exercise their option pursuant to this Article 12 to purchase the Defaulting Shareholder's Total Interest, the Corporation shall repurchase and acquire the Defaulting Shareholder's Total Interest pursuant to the terms of this Article 12 at the date that is one (1) day following the expiration of the option to the remaining Shareholders as provided for in Section 12.5 above.

ARTICLE 13 - INTENTIONALLY DELETED

ARTICLE 14 - INTENTIONALLY DELETED

ARTICLE 15 - CONDUCT OF BUSINESS AND SUBSIDIARIES

15.1 Unless otherwise provided for under this Agreement, the Corporation shall not, and the Directors shall not, without a Unanimous Resolution having been passed by the Shareholders of Common Shares, vote in favor of or otherwise permit or authorize the Corporation to:

(a) take or institute any proceedings for the winding-up, reorganization or dissolution of the Corporation;

(b) make any distribution of monies or assets of the Corporation outside of the ordinary course of business of the Corporation;

(c) sell, transfer or otherwise dispose of all or substantially all of the assets of the Corporation;

(d) make an assignment for the benefit of the creditors of the Corporation generally;

(e) amalgamate, consolidate or merge or enter into any agreement to amalgamate, consolidate or merge the Corporation with any corporation, partnership, joint venture or firm or subscribe for or enter into any agreement to subscribe for securities in another corporation;

(f) purchase, redeem or otherwise acquire any Shares, other than in accordance with this Agreement;

(g) grant to any Shareholder or Designated Representative financial assistance;

(h) be continued under the laws of another jurisdiction other than the laws of the Province of Alberta;

(i) amend the Articles or By-laws other than as required by this Agreement;

(j) allow any Shares or securities of the Corporation to be qualified for distribution to the public or listed for trading on a securities exchange;

(k) change the fiscal year-end of the Corporation;

(l) amend the number of members which constitutes the Board.

(m) engage in any business or activity other than the Business;

(n) allot or issue any additional Shares or grant any option, warrant, right or privilege which is capable of becoming an agreement for the purchase, subscription, allotment, issuance or other acquisition of any unissued shares or securities of the Corporation;

(o) make any material amendment, modification, variation or change in any agreement, arrangement or contract between the Corporation and any Shareholders;

(p) incur any debt, long term or otherwise, other than in the ordinary course of the Business; or

(q) lend any monies to or make any investments (whether by way of cash or non-cash consideration or a combination thereof) in any Person outside of the ordinary course of business of the Corporation.

ARTICLE 16 - UNANIMOUS SHAREHOLDER AGREEMENT

16.1 This Agreement is deemed to be a Unanimous Shareholder Agreement and is subject to the provisions relating to Unanimous Shareholder Agreements contained in the Act.

ARTICLE 17 - INDEMNIFICATION

17.1 Subject to the provisions contained in the Act, the Corporation shall indemnify a Director or officer, a former Director or officer, or a person who acts or acted at the request of the Corporation as a Director or officer of a body corporate which the Corporation is or was a Shareholder or creditor (or a person undertakes or has undertaken any liability on behalf of any of the Corporation or any such body corporate) and his heirs and legal representatives, against all costs, charges, and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by him in respect of any civil, criminal, or administrative action or proceeding to which he is made a party by reason of being or having been a Director or officer of the Corporation (or having undertaken any such liability on behalf of the Corporation or any such body corporate) if:

(a) he acted honestly and in good faith with a view to the best interests of the Corporation; and

(b) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, he had reasonable grounds for believing that his conduct was lawful.

ARTICLE 18 - RESTRICTIONS & ACKNOWLEDGEMENT

18.1 Where applicable, the Corporation shall not be obligated to purchase Shares pursuant to the terms of this Agreement if such purchase would constitute a violation of any law or regulation of any governmental authority having jurisdiction over the Corporation, or the Shares, or if such purchase would have the effect of rendering the Corporation insolvent.

ARTICLE 19 - ARBITRATION

19.1 Except in respect of section 28.1, if there is a dispute between the parties on (i) any matter not specifically covered by this Agreement, or (ii) concerning the interpretation, meaning, application of the provisions of this Agreement or any other matter relating to this Agreement, such dispute shall be submitted to and settled by arbitration by an arbitrator, and the decision of the arbitrator appointed to deal with such dispute or matter shall be accepted by the parties who agree to do all things required to implement such arbitrator's decision. The arbitration shall be conducted by a single arbitrator appointed by the Unanimous Resolution of the Shareholders holding Common Shares, failing which the arbitrator shall be appointed by a Judge of the Court of Queen's Bench of Alberta upon the application on two (2) days' notice of any Shareholder. The award of the arbitrator shall be final and binding upon all of the parties and there shall be no appeal therefrom. The arbitration shall be conducted in accordance with the provisions of the *Arbitration Act of Alberta*, R.S.A. 2000, c. A-43, as amended from time to time.

ARTICLE 20 - PAYMENTS TO SHAREHOLDERS

20.1 Within ninety (90) days of the conclusion of each fiscal year of the Corporation, the Directors shall make a determination of the funds to be paid out to the Shareholders with respect to the fiscal year then ended. Such determination shall be based upon the financial statements of the Corporation for the fiscal year ended and upon the operating and capital budgets for the following fiscal year.

20.2 Net profits of the Corporation determined in accordance with ASPE shall be allocated in the following order of priority:

(a) Maintenance of working capital at a level sufficient to meet the budget requirements of the Corporation for the ensuing fiscal year;

(b) Payment of the redemption price and any unpaid dividends owed to Preferred Shareholders holding Class I Preferred Shares, if any;

(c) Payment of any Shareholders Advances' made by TID, 234 and Profectus under Section 6.2 hereof, in accordance with the priorities set out in Section 6.2. And, for further clarification, as TID is repaid its Shareholders' Advances made under Section 6.2, TID shall transfer back to the Corporation for cancellation one Class II Preferred Non-Voting Share for every dollar of such Shareholders' Advances repaid by the Corporation;

(d) Payment of any Excess Contribution Amount to any Shareholder who has contributed same to the Corporation under Section 6.3;

(e) Payment of any remaining Shareholders' Advances made by TID, 234 and Profectus under Section 6.3 hereof;

(f) Payment of the redemption price and any unpaid dividends owed to Preferred Shareholders holding Class II Preferred Non-Voting Shares, to the extent the same is not a duplication of monies repaid to TID as Shareholders' Advances made by TID, all monies advanced by TID for which it has received Class II Preferred Non-Voting Shares being deemed Shareholders' Advances;

(g) Payment of dividends on the issued and outstanding Common Shares of the capital stock of the Corporation in accordance with the Articles and as may be determined from time to time by the Board of Directors; and

(h) Such other purposes as may be determined from time to time by the Board of Directors.

ARTICLE 21 - RESTRICTIONS ON SHAREHOLDERS

21.1 As stated above, for and during the term of this Agreement, in keeping with paragraph D of the Recitals, the Shareholders and the Designated Representatives of the Corporate Shareholders shall devote their commercially reasonable efforts in promoting the success of the Corporation and maintaining the Corporation as a profitable enterprise Notwithstanding the foregoing, the Shareholders acknowledge and agree that they each is entitled to engage in other business ventures of whatever kind including business ventures similar to the Business of the Corporation provided always that such other similar business ventures are either: (i) unrelated to the project; (ii) not within one (1) kilometer of the Project of the Corporation, or (iii) authorized by the Board of Directors. For further clarification of the foregoing, the similar condominium project being built on lands located adjacent to the Project by certain of the Shareholders and their Designated Representatives shall not constitute a breach of this Section 21.1 by those Shareholders and their Designated Representatives.

ARTICLE 22 - TERMINATION

22.1 This Agreement shall terminate upon the execution by all Shareholders of an agreement of termination.

ARTICLE 23 - TIME OF THE ESSENCE

23.1 Time shall be of the essence herein.

ARTICLE 24 - NOTICE

24.1 All notices, requests, demands or other communications by the terms hereof required or permitted to be given by one party to another shall be given in writing and either served personally or sent by prepaid registered mail and in the latter case shall be deemed to have been given three (3) days following the date upon which it was mailed. The address for each party or parties to be used for the purpose of delivery or mailing, shall be the last known address of the party or parties as reflected in the minute book of the Corporation.

Any party may from time to time notify the other parties hereto in accordance with the provisions hereof, of any change of address which thereafter, until changed by like notice, shall be the address of such party for all purposes of this Agreement. In the event of actual or threatened postal interruption, notice shall be made by delivery, faxing or e-mail. Receipt of a courtesy copy of any notice or other communication shall not be a condition to the effectiveness thereof.

ARTICLE 25 - AMENDMENTS

25.1 This Agreement may be amended by instrument in writing executed by all of the parties.

ARTICLE 26 - ENTIRE AGREEMENT

26.1 This Agreement (including other documents entered into by the parties relating to the Project) constitutes the entire agreement between the parties with respect to all matters herein and supersedes any prior agreements in this regard whether written or verbal. Execution hereof by the parties has not been induced by, nor have any of the parties relied upon, nor do they regard as material any representations which have not been incorporated in this Agreement.

26.2 Whenever the singular is used it shall be deemed to extend to and enure and include the plural and when one gender is used, whether masculine, feminine or neuter, it shall include all genders, as the context may require.

26.3 This Agreement shall be governed by the laws of the Province of Alberta.

26.4 The recitals and schedules are incorporated herein and form an integral part of this Agreement.

26.5 The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

26.6 The words "herein", "hereof", "hereinbefore", "hereinafter", and "hereto" wherever used in any Article, section, subsection or paragraph in this Agreement, relates to the whole Agreement and not to that Article, section, subsection or paragraph only.

26.7 The Corporation shall cause any person who may hereafter acquire Shares to execute a counterpart of this Agreement, whereupon such person shall be entitled to all of the benefits of and shall be bound by all of the provisions of this Agreement as a Shareholder.

26.8 The parties agree to execute such further documents and assurances as counsel may deem necessary to give full effect to the true intent and meaning of this Agreement.

26.9 The invalidity of any particular provision in this Agreement shall not affect any other provision, but this Agreement shall be construed as if the invalid provision were omitted.

26.10 The failure of any party to exercise any right, power or option given to it in this Agreement, or to insist upon the strict compliance with any of its terms or conditions, shall not constitute a waiver of any provision of this Agreement with respect to any other or subsequent breaches.

26.11 This Agreement may be executed in two or more separate counterparts, each of which when so executed and delivered shall be deemed for all purposes an original, but all such counterparts shall constitute but one and the same instrument. A counterpart of this Agreement may be delivered by facsimile or email transmission.

ARTICLE 27 - ENUREMENT

27.1 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

ARTICLE 28 - COMPLETION AND SALE OF THE PROJECT

28.1 It is the intention of the parties that the Corporation will develop, complete and sell the Project and distribute the net proceeds of the sale to the Shareholders. The Corporation will thereafter be dissolved. The Directors shall, after the Project is fully constructed and has reached at least 90% occupancy, and in any event not later than twenty four (24) months after the Project is fully constructed, list the Project for sale at a price determined pursuant to Article 10. The Directors are authorized to reduce the price if necessary to sell the Project, and shall keep the Project listed for sale until it is sold. The Directors shall provide a copy of each offer to purchase the Project to the Shareholders holding Common Shares and, if an offer to purchase is received which any Shareholder holding Common Shares reasonably believes is fair and reasonable and should be accepted, and if the said offer is not accepted by the Directors, then such a Shareholder shall be entitled to make application to a Judge of the Court of Queen's Bench of Alberta upon two (2) days' notice to the other Shareholders holding Common Shares for advice and direction in respect of the sale of the Project, and the Court shall have authority to direct the sale of the Project upon such terms and conditions as the Court deems appropriate.

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28.2 Notwithstanding the foregoing Section 28.1, in the event that an offer to purchase the Project is received that the holders of greater than eighty-five (85%) percent of the issued and outstanding Common Shares indicate they wish the Corporation to accept, all of the Shareholders agree to vote their Shares to permit such sale and upon doing so the Directors shall accept such offer and proceed to close the sale of the Project in accordance with such offer terms and conditions.

IN WITNESS WHEREOF the parties have properly executed this Agreement as of the Effective Date.

2340355 Alberta Ltd.

Per: ______________________________

Profectus Capital Inc.

Per: ______________________________

J.W. Carr Holdings Ltd.

Per: ______________________________

TID Holdings Inc.

Per: ______________________________

114 Development Ltd.

Per: ______________________________

Per:

Per: