COURT FILE NUMBER	2303 04003	Clerk's Stamp
COURT	COURT OF KING'S BENCH OF ALBERTA	
JUDICIAL CENTRE	EDMONTON	
APPLICANTS	FREDRICK NORTH, FRED NORTH TRUST, TEMOR HOLDINGS LIMITED PARTNERSHIP by its general partner TEMOR HOLDINGS LTD., and TEMOR HOLDINGS LTD.	
RESPONDENTS	AARON DAVISON, SCOTT CABLE, CHRISTOPHER KEOWN, CORALYNNE KEOWN, JAMIE CABLE, VENTURES NORTH FINANCIAL GROUP LIMITED PARTNERSHIP by its general partner VENTURES NORTH FINANCIAL GROUP INC., VENTURES NORTH FINANCIAL GROUP INC., OSOYOOS MOUNTAIN ESTATES INC., T "N" T TANK & TRAILER REPAIR LIMITED PARTNERSHIP by its general partner T "N" T TANK & TRAILER REPAIR LTD., T "N" T TANK & TRAILER REPAIR LTD., T "N" T TANK & TRAILER REPAIR GRANDE PRAIRIE LIMITED PARTNERSHIP by its general partner T "N" T TANK & TRAILER REPAIR GRANDE PRAIRIE GP LTD., T "N" T TANK & TRAILER REPAIR GRANDE PRAIRIE GP LTD., MOONLIGHT SYSTEMS INC., LIGHTVU INC., DIGITAL EDGE MEDIA INC., HILL 7 LLOYD DEVELOPMENT INC., CHRIS L. KEOWN PROFESSIONAL CORPORATION, 1417691 ALBERTA LTD., OPTIMUM CONCRETE & FOUNDATIONS LTD., 2135974 ALBERTA LTD., TRELLIS STEEL CONSTRUCTION LTD., 2202474 ALBERTA LTD., BLUE LOBSTER HOLDINGS LTD., SILENT BEAR HOLDINGS LTD., ANGRY ELEPHANT HOLDINGS LTD., 1981670 ALBERTA LTD., 2092013 ALBERTA LTD., ABC CORPORATION, DEF CORPORATION, GHI CORPORATION, JOHN DOE, and JANE DOE	
DOCUMENT	**FOURTH REPORT OF THE INTERIM RECEIVER** **August 21, 2023**	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	**<u>INTERIM RECEIVER</u>** Ernst & Young Inc. Calgary City Centre 2200, 215 - 2nd Street SW Calgary, Alberta T2P 1M4 Attention: Neil Narfason / Carolyn Parker Telephone: 403-206-5067 / 403-206-5122 Fax: 403-206-5075 Email: neil.narfason@parthenon.ey.com carolyn.parker@parthenon.ey.com **<u>INTERIM RECEIVER'S COUNSEL</u>** MLT Aikins LLP Suite 2200, 10235 – 101st Street Edmonton, Alberta T5J 3G1 Attn: Jeffrey M. Lee, K.C. Telephone: 306-975-7136 Fax: 306-975-7145 Email: jmlee@mltaikins.com	

TABLE OF CONTENTS OF THE FOURTH REPORT OF THE INTERIM RECEIVER

APPENDICES

1.0 INTRODUCTION

1. Pursuant to section 13(2) of the *Judicature Act*, RSA 2000, c.J-2, 99(a), section 242 of the *Business Corporations Act*, RSA 2000, c.B-9, and section 65(7) of the *Personal Property Security Act*, RSA 2000, c.P-7, the Court of King's Bench of Alberta granted an Interim Receiver Manager Order on March 3, 2023 (the "**IRO**") appointing Ernst & Young Inc. ("**EYI**") as Interim Receiver and Manager (the "**Interim Receiver**") of Ventures North Financial Group Limited Partnership by its general partner Ventures North Financial Group Inc., Ventures North Financial Group Inc., Osoyoos Mountain Estates Inc., T "N" T Tank & Trailer Repair Limited Partnership by its general partner T "N" T Tank & Trailer Repair Ltd., T "N" T Tank & Trailer Repair Ltd., T "N" T Tank & Trailer Repair Grande Prairie Limited Partnership by its general partner T "N" T Tank & Trailer Repair Grande Prairie GP Ltd., T "N" T Tank & Trailer Repair Grande Prairie GP Ltd., Moonlight Systems Inc., LightVu Inc. and Digital Edge Media Inc. (collectively, the "**VNFG Group**" or the "**Companies**").

2. The Interim Receiver is aware that the persons identified as Respondents in the style of cause in these proceedings are a larger group of persons than those persons defined as the "Respondents" on page 2 of the IRO. For clarity, EYI has been appointed as Interim Receiver only with respect to the entities defined above as VNFG Group or the Companies, which corresponds to the definition on page 2 of the IRO, and not over the broader group of persons named as Respondents in the style of cause.

3. The Interim Receiver was appointed to act with respect to all of the Companies' current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situated, including all proceeds thereof (the "**Property**").

4. The IRO authorized the Interim Receiver, among other things, to take possession of and to preserve the Property, to manage and carry on the business of the Companies, and to investigate the business and financial affairs of the Companies.

5. Pursuant to the April 5, 2023 Interim Receiver Manager Extension Order (the "**IRO Extension**"), the appointment of the Interim Receiver under the IRO was extended through June 30, 2022, and the Interim Receiver's Charge was increased to $500,000.

6. Also on April 5, 2023, this Honourable Court granted on application by the Interim Receiver a Sale Approval and Vesting Order ("**SAVO**") for the disposition of a condominium owned by Ventures North Financial Group LP ("**VNFG LP**"). The proceeds of this sale are currently being held in trust by the Interim Receiver.

7. On May 29, 2023, this Honourable Court granted on application by the Interim Receiver an Amended and Restated Interim Receiver Manager Order (the "**ARIRO**"), which in addition to powers previously

granted to the Interim Receiver in prior applications, granted the following additional relief:

a. approved the Interim Receiver's activities, conduct and actions from March 3, 2023 through May 19, 2023;

b. granted the Interim Receiver enhanced powers of sale outside of the ordinary course of business, subject to specific conditions;

c. authorized the Interim Receiver's Borrowings;

d. authorized the Interim Receiver to grant the Proposed Lender Security;

e. approved the Interim Receiver's fees and expenses through and including April 30, 2023;

f. granted the Interim Receiver the standard powers to prosecute, compromise or settle claims by or against the Companies (as contemplated in paragraph 3(j) of the Alberta Template Receivership Order);

g. authorized the interim Receiver to enter into agreements to settle the LightVu Claim on the basis set out in the Draft Settlement Documents; and

h. extended the appointment of EYI as Interim Receiver from June 30, 2023 to August 31, 2023.

8. On June 30, 2023, the Interim Receiver delivered its Confidential Third Report to parties identified in paragraph 2(l) of the ARIRO who signed a non-disclosure agreement. Pursuant to paragraph 2(k) of the ARIRO, the Interim Receiver filed its Confidential Third Report with the Court on a sealed basis. The Confidential Third Report included, amongst other things:

a. a high-level flow of funds analysis with respect to the Companies between January 1, 2015 and March 6, 2023 and an analysis of the financial health of the Companies over that same period; and

b. an analysis of select transactions occurring over the Historical Period which resulted in significant assets of the Companies improperly being transferred to certain persons, which transactions had no identifiable business purpose.

9. The purpose of this fourth report of the Interim Receiver (the "**Fourth Report**") is to provide this Honourable Court with information with respect to:

a. activities of the Interim Receiver since the Third Report in accordance with its scope of work as outlined in paragraph 2 of the ARIRO;

b. the proposed receivership proceedings under the *Bankruptcy and Insolvency Act* in regard to VNFG LP, by its General Partner Ventures North Financial Group Inc. (“**VNFG Inc.**”), and Osoyoos Mountain Estates Inc. (“**OMEI**”), seeking an Order to appoint Ernst & Young Inc. as receiver and manager (“**BIA Receiver**”) by their common secured lender, Fredrick North (“**North**”);

c. the Interim Receiver’s application for the appointment of Ernst & Young Inc. as an equitable receiver (the “**Equitable Receiver**”) over Moonlight Systems Inc. (“**Moonlight**”), LightVu Inc. (“**LightVu**”) and Digital Edge Media Inc. (“**DEM**”, and together with Moonlight and LightVu, the “**Moonlight Debtors**”) pursuant to sections 13(2) of the *Judicature Act*, RSA 2000, c.J-2, 99(a) of the *Business Corporations Act*, RSA 2000, c.B-9, and 65(7) of the *Personal Property Security Act*, RSA 2000, c.P-7;

d. the Interim Receiver’s recommendations regarding: (i) the practical need for the BIA Receiver and the Equitable Receiver to be able to correspond with and receive any and all reports prepared by the Independent Supervising Solicitor, Ogilvie LLP (the "**ISS**") appointed pursuant to the Anton Piller Order of Justice J. A. Fagnan granted on March 3, 2023; (ii) to receive any documents released or disclosed to the parties by the ISS; and (iii) the ability of the BIA Receiver and the Equitable Receiver to file further reports to this Court based on further information received from the ISS;

e. the Interim Receiver’s request that the Interim Receiver be authorized to exercise the rights of VNFG Inc. under the Class B Units owned by VNFG Inc. in T “N” T Tank & Trailer Repair Grande Prairie LP (“**TNT GP LP**”) by signing the Extraordinary Resolution (defined below), attached hereto at **Appendix ‘A’**, of the limited partners of TNT GP LP removing T “N” T Tank & Trailer Repair Grande Prairie GP Ltd. (“**TNT GP Ltd.**”) as General Partner of TNT GP LP, and replacing it as General Partner of TNT GP LP with Old Goat Enterprises Inc., a newly incorporated company controlled by North (the "**TNT GP LP Extraordinary Resolution**");

f. the Interim Receiver’s request that the Interim Receiver be authorized to exercise the rights of VNFG Inc. under the Class B Units owned by VNFG Inc. in T “N” T Tank & Trailer Repair LP (“**TNT LP**”) by signing the Extraordinary Resolution of the limited partners of TNT LP, attached hereto at **Appendix ‘B’**, removing T “N” T Tank & Trailer Repair Ltd. (“**TNT Ltd.**”) as General Partner of TNT LP and replacing it as General Partner of TNT LP with Sunny Dog Inc., a newly incorporated company controlled by North (the "**TNT LP Extraordinary Resolution**");

g. the proposed distribution of sale proceeds to Cornerstone Credit Union Financial Group Limited (“**Cornerstone**”) from the sale of a condominium in Grande Prairie, Alberta (the “**GP Condo**”), formerly owned by VNFG LP and sold pursuant to the SAVO granted by this Honourable Court on April 5, 2023;

h. the Interim Receiver's request for an Order declaring that the property located at 79 722040 Range Road 51, Grande Prairie, Alberta with a legal description of SW 14-72-5 W6, Lot 1A, Block 1, Plan 1523152 (the "**Subject Property**") is held by its registered owner, Silent Bear Holdings Ltd. ("**Silent Bear**"), in trust for TNT GP Ltd. and directing that the Subject Property vest in, and be transferred to, TNT GP Ltd.;

i. the Interim Receiver's request for an Order prohibiting any one or more of Coralynne Keown ("**Coralynne**"), Cable, Davison, any other Respondent in these Interim Receivership proceedings (excluding the VNFG Group), or any entity controlled by any of these persons, from selling or transferring title to any of the lots in the vicinity of Osoyoos, British Columbia previously owned by OMEI and more particularly described in **Section 9.0** of this Fourth Report (the "**OMEI Lots**"), until the completion of the investigation by the OMEI BIA Receiver regarding the circumstances surrounding the transfer of the OMEI Lots to Coralynne, Cable, Davison and the Respondents;

j. the Interim Receiver's request for an Order approving the fees and expenses of the Interim Receiver and its legal counsel for the period of May 1, 2023 through August 11, 2023, and the accrued fees of the Interim Receiver and its legal counsel from August 12, 2023 through August 31, 2023;

k. the request by the Interim Receiver to amend the existing paragraph 2(m) of the ARIRO to increase the Interim Receiver's Borrowings by $350,000, allowing for the Interim Receiver to borrow up to $1.25 million (increased from $900,000) from North or his nominee in order to allow for the payment of the Interim Receiver's fees and disbursements to the date of discharge of the Interim Receiver;

l. the Interim Receiver's request for an order discharging the Interim Receiver (the "**Discharge Order**");

m. the Interim Receiver's comments with respect to the mechanism to vacate the Interim Receiver's Charge; and

n. the Interim Receiver's recommendations regarding these matters.

2.0 TERMS OF REFERENCE AND DISCLAIMER

10. In preparing this Fourth Report, the Interim Receiver has been provided with, and has relied upon certain information, including unaudited financial information of the Companies, books and records,

and discussions with the Companies' current and former employees and contractors (collectively, the "**Information**").

11. Except as described in this report, the Interim Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would comply with Canadian auditing standards pursuant to the Chartered Professional Accountants of Canada Handbook.

12. All references to dollars are in Canadian dollars. Amounts have been rounded to the nearest thousand dollars.

13. Capitalized terms not defined herein are as defined in the ARIRO.

3.0 THE INTERIM RECEIVER'S PROGRESS ON ARIRO SCOPE OF WORK

14. Since the date of the Third Report, the Interim Receiver has undertaken the following activities in accordance with paragraph 2 of the ARIRO:

    a. attended conference calls with North and other secured creditors to discuss the Interim Receiver's recommendation outlined in the Third Report and next steps;

    b. solicited proposals from four different auction companies for the sale of the assets of VNFG LP, DEM and LightVu (the "**Auction Assets**") located at 120 Portage Close, Sherwood Park, Alberta ("**120 Portage Close**"), including vehicles, inventory, furniture and equipment, which Auction Assets are not otherwise known to belong to third parties;

    c. facilitated tours of 120 Portage Close with auction companies who signed non-disclosure agreements, in order for such auction companies to receive the solicited proposals;

    d. in accordance with its powers under the ARIRO, the Interim Receiver entered into an agreement with McDougall Auctions Ltd. ("**McDougall**") on July 27, 2023 accepting the cash offer from McDougall (paid up-front) of $153,000 for the sale of VNFG LP's Auction Assets (the "**VNFG Auction Agreement**"). The Interim Receiver notes that the cash offer was in excess of the assessed liquidation value of these assets, and cash was received by the Interim Receiver shortly after execution of the VNFG Auction Agreement. The Interim Receiver notes that a portion of these proceeds will be required to repay financing leases on vehicles in which there was determined to be equity. Residual auction proceeds will be distributed when appropriate and or necessary in accordance with the order of priority established through Orders granted in these Interim Receivership proceedings or any subsequent proceeding that may follow;

e. in accordance with its powers granted under the ARIRO, the Interim Receiver entered into a further agreement with MacDougall on July 27, 2023 accepting their cash offer from McDougall (paid up-front) of $91,000 for the sale of DEM/LightVu's Auction Assets (the "**DEM/LightVu Auction Agreement**"). The Interim Receiver notes that the cash offer was in excess of the assessed liquidation value of these assets, and cash was received by the Interim Receiver shortly after execution of the VNFG Auction Agreement. Auction proceeds will be held by the Interim Receiver until further Order of the Court directing the distribution of such funds;

f. investigated the ownership of a genset unit believed to have been owned by VNFG LP and located at Waukesha Pearce Industries in Spruce Grove, Alberta. The Interim Receiver understands that this genset was sold at auction by Ritchie Bros. Auctioneers in 2022, prior to the commencement of these Interim Receivership proceedings;

g. corresponded with Soak Luxury Bath Products ("**Soak**"), on whose premises the Interim Receiver understands that approximately 12 pallets of inventory belonging to DEM and or LightVu are located, based on information obtained by the Interim Receiver from Mark Silvius ("**Silvius**"). The Interim Receiver has obtained initial pictures of the inventory and, as of the date of this Fourth Report, was making arrangements with Soak to have the inventory re-located to 120 Portage Close. The Interim Receiver expects that this inventory will be incorporated into the DEM/LightVu Auction Agreement;

h. contacted four potential selling agents for the marketing of the residential and commercial properties owned by VNFG LP, receiving three signed non-disclosure agreements and ultimately two proposals. The Interim Receiver evaluated the two proposals and (although the Interim Receiver was granted the powers to engage a selling agent to market the assets of the VNFG Group pursuant to paragraph 2(q) of the ARIRO) provided a proposal recommendation to North, Servus Credit Union ("**Servus CU**") and Cornerstone, the major creditors of VNFG LP, for their consideration. Upon receiving the consent of all major creditors to proceed with the recommended counterparty, the Interim Receiver initiated the process of negotiating an agreement with the proposed selling agent. As of the date of this Fourth Report, a final selling agent agreement had not been executed. Accordingly, the Interim Receiver has not disclosed in this Fourth Report the name of the proposed selling agent (pending an agreement being formalized). Details on the process undertaken as described herein can be provided to the Court upon request;

i. performed regular site visits to 120 Portage Close to ensure the integrity of that property and to pick up mail;

j. performed a walk-through of the VNFG LP office located at #40, 120 Portage Close with an information technology company who will be engaged to wipe all electronic devices of all data prior to such hardware being sold at auction;

k. on July 7, 2023, obtained the fully executed letter agreement with Coralynne discussed further in the Third Report, in which Coralynne consented to de-listing and refraining from selling 14 Mule Deer Point, Osoyoos, BC ("**Lot 14**") until August 31, 2023. This matter is discussed further in **Section 9.0** of this Fourth Report;

l. upon being informed by Cornerstone through correspondence with Cable that the Subject Property, currently registered in the name of Silent Bear, was being held by Silent Bear in trust for TNT GP LP, the Interim Receiver sent correspondence to Cable's legal counsel on June 21, 2023, formally requesting that the Subject Property be transferred to TNT GP LP by Silent Bear at its earliest opportunity. The Interim Receiver has followed-up with Cable's counsel on July 26 and August 1, 2023 since it made the formal request, but has not received a substantive response as of the date of this Fourth Report. This matter is discussed further in **Section 8.0** of this Fourth Report;

m. engaged in regular correspondence with Canada Revenue Agency ("**CRA**") and met in person with two CRA Examiners on August 15, 2023 to provide them with additional information and address their questions. Following the in-person meeting, the Interim Receiver was notified by CRA that they had assessed approximately $7,000 owing on DEM's payroll account, and $35,000 on LightVu's payroll account, with no payroll obligations assessed for the remaining entities within the VNFG Group. Based on communications with CRA, the Interim Receiver also understands that, as of April 2023, CRA was showing approximately $38,000 owing on DEM's GST account for filings through July 2022, and $86,000 owing on LightVu's GST account for filings through June 2022. The Interim Receiver notes that the trust exam with respect to GST and income taxes have not been finalized. The Interim Receiver is not aware of any other potential CRA obligations impacting the VNFG Group as of the date of this Fourth Report;

n. worked to address numerous inquiries from North and Lilly North;

o. attended a call with Silvius and his legal counsel on Monday August 14, 2023 at the request of Silvius in order to allow him to provide additional insight or direction with respect to certain transactions discussed in the Third Report; and

p. continued its work in managing, operating and carrying on the business of the Companies with the assistance of the employees and contractors of TNT GP LP and TNT LP (together, the "**TNT Limited Partnerships**"), including:

    i. leading weekly update calls with the TNT Limited Partnerships operations and accounting teams;

ii. reviewing and approving new trailer purchases, divestiture of non-core inventory, payables and payroll;

iii. working with TNT Limited Partnerships to refine and extend cash flow forecasts;

iv. coordinating payments and stop payments with financial institutions;

v. managing forward contracts for United States Dollars (“**USD**”) and coordinating settlement of USD-denominated invoices with Cambridge Mercantile Corp., doing business as Corpay, including compiling updated financial information requested by Corpay’s credit department;

vi. continued work with the TNT Limited Partnerships to manage the TNT Limited Partnerships’ working capital needs arising due to significant pre-Interim Receivership trailer orders placed by Cable prior to March 3, 2023, for which there were no customers lined up and insufficient financing in place (note: the intended credit facility with Servus CU that was established to fund these new trailer purchases lapsed around Q4 2022 as the facility went 90 days with no draws after being opened and was therefore closed);

vii. working with Lizotte & Associates Real Estate Inc. (“**Lizotte**”) regarding various matters, including property maintenance, new evictions and delinquent rent payments;

viii. collecting payments from tenants and lessees of VNFG LP and TNT;

ix. discontinuing VNFG LP property tax payments starting in August 2023 due to insufficient cash;

x. making principal and interest payments to third-party secured creditors with respect to debts of the Companies, excluding payments for debts owing to the secured creditors that are in the name of and for the benefit of persons other than the Companies; and

xi. making payments for insurance, utilities, waste disposal, etc.

15. As of the date of this Fourth Report, the Interim Receiver has not received further reports or information seized by the ISS, which is likely critical to certain aspects of the Interim Receiver’s overall financial investigation and fulsome evaluation of transactions involving the VNFG Group. Considerations specific to this information in connection with the August 31, 2023 applications are discussed further in **Section 5.0** of this Fourth Report.

4.0 THE PROPOSED RECEIVERSHIP AND EQUITABLE RECEIVERSHIP

4.1 The Proposed Receivership of VNFG and OMEI

16. As discussed in detail in the Second Report, VNFG LP, by its General Partner VNFG Inc. (together, "**VNFG**") and OMEI are no longer viable businesses. The Interim Receiver recommends that these entities be liquidated through a formal insolvency proceeding in order to allow for the coordinated and cost-effective management of various creditor interests, an orderly sale of assets as well as an equitable court-supervised distribution of proceeds, and the ability to further investigate and or pursue transactions of concern for the benefit of the creditors.

17. Pursuant to the ARIO, this Court authorized the Interim Receiver to grant the Proposed Lender Security to North (or his nominee). On June 13, 2023, the Proposed Lender Security was granted by the Interim Receiver to North on the assets of VNFG, OMEI, TNT LP and TNT GP LP, consisting of Promissory Notes, General Security Agreements and Mortgages.

18. Since the Proposed Lender Security was granted, North has paid approximately $850,000 to the Interim Receiver on account of its professional fees and disbursements, as well as the professional fees and disbursements of the Interim Receiver's legal counsel, in connection with these proceedings.

19. The Interim Receiver confirms that North is a secured creditor of VNFG and OMEI with valid and enforceable security in the assets of VNFG and OMEI. Accordingly, North is a "secured creditor" for the purposes of the proposed application by North for an Order appointing a receiver over VNFG and OMEI under section 243(1) of the *Bankruptcy and Insolvency Act, R.S.C 1985, c.B-3*.

20. In support of the Proposed Lender Security, copies of the executed Promissory Notes, General Security Agreements and Mortgages are attached at **Appendix 'C'**.

21. It is the respectful view of the Interim Receiver that the proposed receivership orders being sought by North with respect to VNFG and OMEI (together, the "**Receivership Orders**") are an efficient, cost-effective and appropriate outcome with regard to VNFG and OMEI, for the following reasons:

    a. VNFG and OMEI are both insolvent;

    b. OMEI is a real estate holding company with substantial debts owing on loans received as well as guarantees granted in support of loans to entities other than OMEI; and

    c. the Interim Receiver has identified numerous suspicious transactions involving VNFG and OMEI which appear to have resulted in significant cash outflows and/or transfers of assets at undervalue from VNFG and OMEI.

4.2 The Proposed Equitable Receivership of the Moonlight Debtors

22. As discussed in detail in the Second Report, the Moonlight Debtors are no longer viable businesses. It is the respectful recommendation of the Interim Receiver that these entities should be liquidated through a formal insolvency proceeding in order to allow for the coordinated and cost-effective management of the various creditor interests, an orderly sale of assets as well as an equitable court-supervised distribution of proceeds, and the ability to further investigate and or pursue transactions of concern for the benefit of creditors.

23. Through the Interim Receiver's financial analysis detailed in the Second Report, the books and records of the Moonlight Debtors indicate the following obligations:

 a. DEM owes VNFG Inc. over $250,000 recorded in accounts payable;

 b. LightVu owes $3.07 million to VNFG LP for a shareholder loan; and

 c. Moonlight owes $2.53 million to VNFG LP, comprised of various charges accumulating since December 2016.

24. Detailed information with respect to the financial position of the Moonlight Debtors is presented in the Second Report.

25. Pursuant to paragraph 2(p) of the ARIO, the Interim Receiver has the power to, amongst other things, initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter institutes with respect to the Companies.

26. It is the Interim Receiver's understanding through a review of recent corporate searches and corporate minute books that Moonlight is owned 50.1% by VNFG LP and 49.9% by Mark Silvius, and that both DEM and LightVu are wholly owned by Moonlight.

27. Based on the identified obligations of the Moonlight Debtors to other entities subject to these Interim Receivership proceedings, the Interim Receiver is seeking an equitable receivership order in regard to the Moonlight Debtors (the "**Equitable Receivership Order**") pursuant to sections 13(2) of the *Judicature Act*, RSA 2000, c.J-2, 99(a) of the *Business Corporations Act*, RSA 2000, c.B-9, and 65(7) of the *Personal Property Security Act*, RSA 2000, c.P-7.

28. It is the respectful suggestion of the Interim Receiver that the Equitable Receivership Order over the Moonlight Debtors would be an efficient, cost-effective and appropriate outcome, for the following reasons:

a. the Moonlight Debtors are insolvent;

b. the Interim Receiver has identified numerous suspicious transactions undervalue resulting in significant cash outflows from the Moonlight Debtors; and

c. the Equitable Receivership of the Moonlight Debtors would allow for a more efficient administration and monetization of the assets of the Moonlight Debtors, particularly if same could be carried out in an integrated manner along with the VNFG and OMEI receiverships, if granted.

4.3 Overall Receivership and Equitable Receivership Considerations

29. The Interim Receiver has attended separate virtual meetings with secured creditors Fred North, Servus CU, Cornerstone, and Prairie Centre Credit Union (“**PCCU**”), along with their respective legal counsel.

30. The Interim Receiver notes that the support of Servus CU, Cornerstone and PCCU for the Receivership Orders and the Equitable Receivership Order is contingent (in whole or in part) on the court-ordered charge to secure payment of the fees of the proposed Receiver and the proposed Equitable Receiver being capped at mutually agreed upon levels between the respective secured lender and North. These proposed caps on the Receiver’s Charges are incorporated into the draft Receivership Orders and the draft Equitable Receivership Order.

31. The Interim Receiver understand that the materials in support of these receivership applications will be served upon creditors known to have potential priority or secured claims in the proposed receivership proceeding (including the named Respondents to these Interim Receivership proceedings, Servus CU, Cornerstone, PCCU, Stoughton Credit Union, Canada Revenue Agency and various municipalities). Other than these known creditors, the Interim Receiver is not aware of any other creditors which may have a secured or priority claim against VNFG, OMEI or the Moonlight Debtors or whose interests may otherwise be affected by the proposed receivership Orders.

32. Ernst & Young Inc. consents to act as BIA Receiver of VNFG and OMEI, and Equitable Receiver of the Moonlight Debtors. See **Appendix ‘D’** for copies of the executed consent forms.

5.0 REQUEST FOR POWERS UPON RECEIPT OF DOCUMENTS FROM ISS

33. As of the date of this Fourth Report, the Interim Receiver has not received from the ISS further reports or information seized by the ISS. This information is expected by the Interim Receiver to include files contained on flash drives seized from the personal residence of Keown pursuant to the Anton Piller Order, as well as cell phone records of Keown and Cable.

34. In order to allow for a fulsome investigation to take place, and in order to complete the significant work already undertaken by the Interim Receiver, the Interim Receiver requests that the BIA Receiver and the Equitable Receiver be granted the authority to correspond with and receive any and all reports prepared by the ISS, and receive any documents or other information released or disclosed to the relevant parties by the ISS.

35. In addition, the Interim Receiver requests that the BIA Receiver and Equitable Receiver have the ability to file further reports to this Court in connection with such further information received from the ISS at a future date.

6.0 REQUEST FOR AUTHORITY TO REPLACE THE GENERAL PARTNER OF THE TNT LIMITED PARTNERSHIPS

36. As noted in the Third Report, the TNT Limited Partnerships are viable businesses which continue to operate in the ordinary, which have approximately 25 employees and which generate positive operational cash flows. The Interim Receiver does not see a practical benefit for TNT LP, TNT GP LP and their respective General Partners, TNT Ltd. and TNT GP Ltd. (together, the "**TNT Entities**"), continuing to remain subject to these Interim Receivership proceedings.

37. North is the primary economic stakeholder of the TNT Entities after the senior secured lenders. Further, and in particular, in regard to North's contribution to the TNT Entities:

   a. over $17.7 million is owed by the TNT Entities to North personally and to Temor Holdings LP;

   b. debts for Interim Receivership fees and expenses have been paid by North personally, secured in part by General Security Agreements and Mortgages issued by the TNT Entities (through the Interim Receiver); and

   c. North has direct and indirect shareholdings and unit holdings in the TNT Entities, as more particularly detailed in the Third Report.

38. From its review of the TNT LP minute books, the Interim Receiver understands that TNT LP is owned by VNFG LP (as to 69%), by Fred North Trust (as to 22%), and by 1660201 Alberta Ltd. ("**166 AB Ltd.**") (as to 9%).

39. From its review of the TNT GP LP minute books, the Interim Receiver understands that TNT GP LP is owned by VNFG LP (as to 71%), Fred North Trust (as to 20%), and 166 AB Ltd. (as to 9%). 166 AB Ltd. is owned 50% by Dwight Holzinger and 50% by his wife, Marie Fournier. These ownership interests are held through Class B units.

40. Given the current allegations and findings regarding the conduct of Cable discussed in its Third Report, and given the fact that Cable has no significant financial interest in either TNT LP or TNT GP LP, the Interim Receiver respectfully recommends that an Order authorizing the removal of Scott Cable from a position of control over TNT LP and TNT GP LP is necessary and appropriate, in order to allow TNT LP and TNT GP LP to exit these interim receivership proceedings and to resume carrying on business in a stable and normalized environment, free from the types of misconduct identified in the Third Report.

41. The Interim Receiver requests the authority to exercise the rights of VNFG Inc. under the Class B Units owned by VNFG Inc. in TNT GP LP by signing the Extraordinary Resolution of the limited partners of TNT GP LP, removing TNT GP Ltd. as General Partner of TNT GP LP, and replacing it as General Partner of TNT GP LP with Old Goat Enterprises Inc., a newly incorporated company controlled by North. See **Appendix 'A'** for a copy of the TNT GP LP Extraordinary Resolution, and **Appendix 'E'** for the Certificate of Incorporation from the Alberta Corporate Registry for Old Goat Enterprises Inc.

42. The Interim Receiver also requests the authority to exercise the rights of VNFG Inc. under the Class B Units owned by VNFG Inc. in TNT LP by signing the Extraordinary Resolution of the limited partners of TNT LP, removing TNT Ltd. as General Partner of TNT LP and replacing it as General Partner of TNT LP with Sunny Dog Inc. a newly incorporated company controlled by North. See **Appendix 'B'** for a copy of the TNT LP Extraordinary Resolution, and **Appendix 'E'** for the Certificate of Incorporation from the Alberta Corporate Registry for Sunny Dog Inc.

7.0 REQUEST FOR DISTRIBUTION OF CONDO PROCEEDS TO CORNERSTONE

43. As noted previously, on April 5, 2023, this Honourable Court granted the SAVO with respect to the GP Condo which was owned by VNFG LP at the time. Net proceeds of $132,000 were distributed to the Interim Receiver on April 14, 2023 and are currently being held by the Interim Receiver, along with subsequently accrued interest.

44. The Interim Receiver is aware that Cornerstone has first charge mortgage security over this property. Independent counsel to the Interim Receiver has reviewed the Cornerstone mortgage security and associated registrations and has confirmed the validity and enforceability of Cornerstone's security with respect to this property.

45. As at April 30, 2023, Cornerstone was owed approximately $3,400,000 by VNFG LP, which debt was secured by mortgages in favour of Cornerstone on various residential properties owned by VNFG LP, including the GP Condo. This information is identified in paragraphs 15 to 17 of the Affidavit of Michael Foley sworn on May 19, 2023 and filed in these proceedings on behalf of Cornerstone.

46. As noted earlier in this Fourth Report, there are no known CRA obligations owed by VNFG LP of a deemed trust variety (such as unpaid payroll source deductions), nor is the Interim Receiver aware of any other priority claims which would rank ahead of Cornerstone's security. The Interim Receiver understands that North will be funding payment of the accrued and estimated fees and expenses of the Interim Receiver and its legal counsel through August 31, 2023. As a result, there is not expected to be any amounts to be applied against the Interim Receiver's Charge, and in turn, no anticipated claim against the GP condo sale proceeds.

47. Accordingly, the Interim Receiver requests the approval of this Honourable Court to distribute the GP Condo net sale proceeds plus accrued interest to Cornerstone in partial satisfaction of outstanding debts owed to it by VNFG LP.

8.0 DECLARATION IN REGARD TO GRANDE PRAIRIE LOT TITLED TO SILENT BEAR

48. Through information communicated to it by North, the Interim Receiver was made aware that North had believed that Subject Property was beneficially owned by TNT GP LP. However, through the Interim Receiver's review of property tax assessments and property searches, it appeared that the Subject Property was registered in the name of Silent Bear.

49. On June 16, 2023, Cornerstone communicated with the Interim Receiver, forwarding e-mail correspondence which Cornerstone had received from Cable indicating that Silent Bear held the Subject Property in trust for TNT GP LP. A copy of this correspondence is attached hereto at **Appendix 'F-1'**.

50. The Interim Receiver has been unable to locate documentation which indicated that a trust agreement had been executed between Silent Bear and TNT GP LP. Further, the Interim Receiver is not aware of any business rationale for such a trust agreement. However, the Interim Receiver was able to locate e-mail correspondence between Keown and the VNFG Group's primary insurance broker (BFL Canada) dated December 21, 2021 in which Keown indicates that the Subject Property is held in trust for TNT GP LP by Silent Bear. A copy of this correspondence is attached hereto at **Appendix 'F-2'**.

51. By letter dated June 21, 2023, the Interim Receiver (by its counsel) formally requested of Cable's legal counsel that the Subject Property be returned to TNT GP LP. A copy of this correspondence is attached hereto at **Appendix 'F-3'**. The Interim Receiver has followed-up with Cable's counsel on two subsequent occasions since this June 21, 2023 request. As at the date of this Fourth Report, counsel for Cable has not provided a substantive response (other than to indicate in August 1, 2023 e-mail correspondence that: "Until I have a copy of the trust agreement, and an opportunity to review it, I am unable to properly advise my client regarding transferring the lands to TNT GP").

52. The Interim Receiver contacted the ISS on August 17, 2023 requesting a copy of any trust agreement between Silent Bear and TNT GP LP with respect to the Subject Property. The ISS provided a prompt response that it would look into the request in a timely fashion. As of the date of this report, the Interim Receiver has not received any further information from the ISS (noting however that only two business days have passed since the Interim Receiver's request of the ISS).

53. Based upon this uncontroverted evidence obtained by the Interim Receiver from Cornerstone (as well as the information contributed by Cable and Keown) indicating that the Subject Property was held in trust for TNT GP LP by Silent Bear, the Interim Receiver requests that this Honourable Court grant a declaration that TNT GP LP is the beneficial owner of the Subject Property, together with an Order vesting title to the Subject Property in TNT GP LP. Such an Order will allow the Subject Property to be sold for the benefit of creditors.

9.0 OMEI LOTS

54. As discussed in the Third Report, Coralynne appears to have received Lot 14, Mule Deer Point from OMEI in exchange for no consideration. On July 7, 2023, the Interim Receiver entered into a letter agreement with Coralynne (by her counsel) in which Coralynne consented to de-listing and refraining from selling Lot 14 until August 31, 2023.

55. Also noted in the Third Report, the Interim Receiver understands that certain other OMEI lots were transferred to Davison, Cable and potentially other Respondents to these proceedings over the Historical Period, which transactions may not have been at fair market value. These transactions were not included in the Impugned Transactions selected for detailed review in the Third Report.

56. Specifically, and in addition to Lot 14, the Interim Receiver is seeking to restrict the sale or transfer of the following properties:

   a. Bighorn Point – Lot 3, District Lot 2709, Similkameen Division of Yale Land District, Plan EPP21299;

   b. Bighorn Point – Lot 4, District Lot 2709, Similkameen Division of Yale Land District, Plan EPP21299;

   c. Bighorn Point – Lot 6, District Lot 2709, Similkameen Division of Yale Land District, Plan EPP21299; and

   d. Sasquatch Point – Lot 5, District Lot 2709, Similkameen Division of Yale Land District, Plan KAP89703;

(together, the "**Former OMEI Lots**").

57. With the pending expiry of the letter agreement with Coralynne on August 31, 2023, and given concerns over other potentially improper transactions involving OMEI lots, the Interim Receiver requests an order from this Honourable Court prohibiting Coralynne, Cable, Davison, or any other Respondent to these Interim Receivership proceedings (excluding the VNFG Group), or any entity controlled by any of these persons, from selling, conveying, transferring or encumbering Lot 14 or the Former OMEI Lots until the completion of the investigation by the OMEI BIA Receiver.

58. The Interim Receiver expects that its investigation as OMEI BIA Receiver will be complete by October 15, 2023.

10.0 REQUEST FOR APPROVAL FEES / EXPENSES OF THE INTERIM RECEIVER

59. The Interim Receiver previously obtained the approval of this Court for its professional fees from the commencement of these proceedings through April 30, 2023 totaling $552,000 (including GST), comprised of $431,000 for the Interim Receiver's professional fees, and $121,000 for expenses, including the professional fees and disbursements of legal counsel to the Interim Receiver.

60. Pursuant to the ARIRO, the Interim Receiver was granted an Interim Receiver's Charge not to exceed $500,000 and North was granted the Proposed Lender Security for professional fees and expenses paid by North on behalf of the Companies in the amount of $900,000.

61. The Interim Receiver is seeking this Court's approval for payment of its actual and estimated fees and expenses totaling $620,000 through August 31, 2023, comprised of $427,000 for the Interim Receiver's professional fees, and $222,000 for expenses, including the professional fees and disbursements of legal counsel to the Interim Receiver. These professional fees and disbursements can be further broken down by time period as follows:

   a. <u>$299,000 (including GST) for the period of May 1, 2023 through May 31, 2023</u> (which has been paid by North and which includes $177,000 for the Interim Receiver's professional fees, and $122,000 for expenses, including the professional fees and disbursements of legal counsel to the Interim Receiver);

   b. <u>$166,000 (including GST) for the period of June 1, 2023 through June 30, 2023</u> (which remains unpaid and which includes $127,000 for the Interim Receiver's professional fees, and $38,000 for expenses, including the professional fees and disbursements of legal counsel to the Interim Receiver);

   c. <u>Accrued fees totaling $107,000 (including GST) for the period of July 1, 2023 through August</u>

11, 2023 (including $78,000 for the Interim Receiver's professional fees, and $30,000 for expenses, including the professional fees and disbursements of legal counsel to the Interim Receiver); and

d. estimated fees and expenses of for the period of April 12, 2023 through August 31, 2023 of $77,000 (including GST) (including $45,000 for the Interim Receiver's professional fees, and $32,000 for expenses, including the professional fees and disbursements of legal counsel to the Interim Receiver.

62. The Interim Receiver's invoices for the above fees and expenses can be made available to the Court upon request.

11.0 REQUEST FOR INCREASE TO INTERIM RECEIVER'S BORROWINGS

63. The Interim Receiver's fees and expenses noted in **Section 10.0** which have been earned but not yet paid, plus estimated fees and expenses through August 31, 2023, total $350,000.

64. The Interim Receiver requests that this Honourable Court amend the existing paragraph 2(m) of the ARIRO to increase the Interim Receiver's Borrowings by $350,000, allowing for the Interim Receiver to borrow up to $1.25 million (up from $900,000) from North or his nominee in order to allow for the payment of the Interim Receiver's fees and disbursements through completion of the Interim Receiver's appointment.

65. The increase in the Interim Receiver's Borrowings will allow North to fund the $350,000 of estimated outstanding professional fees. Accordingly, the Interim Receiver's Charge will not have any amounts owing under it and can be vacated.

12.0 REQUEST FOR DISCHARGE OF THE INTERIM RECEIVER AND VACATING IR CHARGE

66. The Interim Receiver is of the view that it has substantially completed its scope of work as outlined in paragraph 2 of the ARIRO, with the exception of:

a. the distribution of the GP Condo net sale proceeds to Cornerstone, discussed in **Section 7.0** of this Fourth Report;

b. the distribution of the Auction Proceeds which would be transferred to the Equitable Receiver; and

c. execution of the Extraordinary Resolutions discussed in **Section 6.0** of this Fourth Report.

67. Upon the Interim Receiver filing with the Clerk of the Court a Certificate certifying that all amounts

owing to the Interim Receiver and its legal counsel for their respective professional fees and disbursements in carrying out their respective duties pursuant to Orders of the Court within these proceedings have been paid in full from the proceeds of the Interim Receiver's Borrowings, then it is proposed that the Interim Receiver's Charge shall thereupon be vacated, shall be of no further force or effect and shall no longer form a charge on the Property.

13.0 RECOMMENDATIONS

68. The Interim Receiver respectfully recommends that this Honourable Court:

a. grant the Receivership Orders and the Equitable Receivership Order, appointing Ernst & Young Inc. as the BIA Receiver and Equitable Receiver in these respective proceedings; and

b. grant the order discharging the Interim Receiver under these proceedings.

Dated at Calgary, this 21st day of August, 2023.

ERNST & YOUNG INC.
Licensed Insolvency Trustee
acting solely in its capacity as Interim Receiver of the VNFG Group
and not in its personal or corporate capacity

Neil Narfason, CPA, CA, CIRP, LIT, CBV
President

Carolyn Parker, CPA, CBV
Senior Director

APPENDIX 'A'

TNT GP LP EXTRAORDINARY RESOLUTION

T “N” T TANK & TRAILER REPAIR GRANDE PRAIRIE LIMITED PARTNERSHIP
(the “**Partnership**”)

EXTRAORDINARY RESOLUTIONS OF THE LIMITED PARTNERS MADE PURSUANT TO THE LIMITED PARTNERSHIP AGREEMENT DATED NOVEMBER 15, 2014 (the “**LPA**”)

EFFECTIVE AS OF THE [♦] DAY OF AUGUST, 2023

WHEREAS T “N” T Tank & Trailer Repair Grande Prairie GP Ltd. (the “**Current General Partner**”) is the current general partner of the Partnership;

AND WHEREAS it is in the interests of the Partnership to replace the Current General Partner with Old Goat Enterprises Inc. (the “**Replacement General Partner**”);

AND WHEREAS pursuant to section 16.3 of the LA, the Current General Partner may be removed as general partner of the Partnership and replaced with the Replacement General Partner upon the execution of a written resolution signed by the limited partners of the Partnership holding in excess of two-thirds (2/3) of the Class B Units entitled to vote;

AND WHEREAS this resolution has been distributed to all limited partners of the Partnership and shall be effective once the limited partners holding in excess of two-thirds (2/3) of the Class B Units in the Partnership execute this resolution;

NOW THEREFORE BE IT RESOLVED as an extraordinary resolution of the limited partners of the Partnership that:

1. The removal of the Current General Partner as general partner of the Partnership be and is hereby effected and accepted.

2. The Replacement General Partner be and is hereby appointed as general partner of the Partnership.

3. The limited partners, or any of them, be and are hereby authorized and directed to do all such acts and things and to execute and deliver all such documents and instruments as they deem necessary or desirable to give effect to the above resolutions and to execute such notices and forms as required to change the general partner of the Partnership with the Registrar of Corporations of Alberta.

4. All agreements, securities, documents and instruments purporting to be signed, made, drawn, accepted, executed or endorsed as provided for in this resolution shall be valid and binding upon the Partnership.

[*Remainder of page intentionally blank*]

These resolutions may be delivered originally, by facsimile, by email in portable document format ("**PDF**"), or through other electronic means, and each facsimile copy, PDF, or other electronic copy when so executed and delivered shall be deemed to be an original. Execution may be accomplished by wet ink signing, insertion by the signatory of an image of a wet ink signature, or by means of an electronic signature.

APPROVED AND EXECUTED by the undersigned, being the limited partners of the Partnership holding in excess of two-thirds (2/3) of Class B Units of the Partnership.

VENTURES NORTH FINANCIAL GROUP LIMITED PARTNERSHIP by its general partner VENTURES NORTH FINANCIAL GROUP INC. by its Court-appointed receiver and manager, Ernst & Young Inc.

Per: ______________________________

Name:
Title:

[Signature page to Extraordinary Resolution of T "N" T Tank & Trailer Repair Grande Prairie Limited Partnership]

1859543 ALBERTA LTD.

Per: ______________________________
Name:
Title:

[Signature page to Extraordinary Resolution of T "N" T Tank & Trailer Repair Grande Prairie Limited Partnership]

FRED NORTH TRUST

Per: ______________________________________

Name: Fred North
Title: Trustee

[Signature page to Extraordinary Resolution of T “N” T Tank & Trailer Repair Grande Prairie Limited Partnership]

1660201 ALBERTA LTD.

Per: ________________________________

Name:
Title:

[Signature page to Extraordinary Resolution of T “N” T Tank & Trailer Repair Grande Prairie Limited Partnership]

102005432 SASKATCHEWAN LTD.

Per: ____________________________________

Name:
Title:

[Signature page to Extraordinary Resolution of T “N” T Tank & Trailer Repair Grande Prairie Limited Partnership]

APPENDIX 'B'

TNT LP EXTRAORDINARY RESOLUTION

T “N” T TANK & TRAILER REPAIR LIMITED PARTNERSHIP
(the “**Partnership**”)

EXTRAORDINARY RESOLUTIONS OF THE LIMITED PARTNERS HOLDING CLASS B UNITS OF THE PARTNERSHIP MADE PURSUANT TO THE LIMITED PARTNERSHIP AGREEMENT DATED MARCH 28, 2013 (the “**LPA**”)

EFFECTIVE AS OF THE [♦] DAY OF AUGUST, 2023

WHEREAS T “N” T Tank & Trailer Repair Ltd. (the “**Current General Partner**”) is the current general partner of the Partnership;

AND WHEREAS it is in the interests of the Partnership to replace the Current General Partner with Sunny Dog Inc. (the “**Replacement General Partner**”);

AND WHEREAS pursuant to section 16.3 of the LA, the Current General Partner may be removed as general partner of the Partnership and replaced with the Replacement General Partner upon the execution of a written resolution signed by the limited partners of the Partnership holding in excess of two-thirds (2/3) of the Class B Units entitled to vote;

AND WHEREAS this resolution has been distributed to all limited partners of the Partnership and shall be effective once the limited partners holding in excess of two-thirds (2/3) of the Class B Units in the Partnership execute this resolution;

NOW THEREFORE BE IT RESOLVED as an extraordinary resolution of the limited partners of the Partnership that:

1. The removal of the Current General Partner as general partner of the Partnership be and is hereby effected and accepted.

2. The Replacement General Partner be and is hereby appointed as general partner of the Partnership.

3. The limited partners, or any of them, be and are hereby authorized and directed to do all such acts and things and to execute and deliver all such documents and instruments as they deem necessary or desirable to give effect to the above resolutions and to execute such notices and forms as required to change the general partner of the Partnership with the Registrar of Corporations of Alberta.

4. All agreements, securities, documents and instruments purporting to be signed, made, drawn, accepted, executed or endorsed as provided for in this resolution shall be valid and binding upon the Partnership.

[*Remainder of page intentionally blank*]

These resolutions may be delivered originally, by facsimile, by email in portable document format ("**PDF**"), or through other electronic means, and each facsimile copy, PDF, or other electronic copy when so executed and delivered shall be deemed to be an original. Execution may be accomplished by wet ink signing, insertion by the signatory of an image of a wet ink signature, or by means of an electronic signature.

APPROVED AND EXECUTED by the undersigned, being the limited partners of the Partnership holding in excess of two-thirds (2/3) of Class B Units of the Partnership.

VENTURES NORTH FINANCIAL GROUP LIMITED PARTNERSHIP by its general partner VENTURES NORTH FINANCIAL GROUP INC. by its Court-appointed receiver and manager, Ernst & Young Inc.

Per: ______________________________

Name:
Title:

[Signature page to Extraordinary Resolution of T "N" T Tank & Trailer Repair Limited Partnership]

1660201 ALBERTA LTD.

Per: ____________________________________

Name:

Title:

[Signature page to Extraordinary Resolution of T “N” T Tank & Trailer Repair Limited Partnership]

33479999

FRED NORTH TRUST

Per: ______________________________

Name: Fred North
Title: Trustee

[Signature page to Extraordinary Resolution of T "N" T Tank & Trailer Repair Limited Partnership]

APPENDIX ‘C’

PROPOSED LENDER SECURITY DOCUMENTS

APPENDIX ‘C-1’

PROMISSORY NOTE

PROMISSORY NOTE

THIS PROMISSORY NOTE (this "**Note**") is made and delivered as of June 13, 2023, by Ventures North Financial Group Limited Partnership, by its general partner, Ventures North Financial Group Inc., by its Court-appointed interim receiver and manager, Ernst & Young Inc., Ventures North Financial Group Inc., by its Court-appointed interim receiver and manager, Ernst & Young Inc., Osoyoos Mountain Estates Inc., by its Court-appointed interim receiver and manager, Ernst & Young Inc., T "N" T Tank & Trailer Repair Limited Partnership, by its general partner, T "N" T Tank & Trailer Repair Ltd., by its Court-appointed interim receiver and manager, Ernst & Young Inc., T "N" T Tank & Trailer Repair Ltd., by its Court-appointed interim receiver and manager, Ernst & Young Inc., T "N" T Tank & Trailer Repair Grande Prairie Limited Partnership, by its general partner, T "N" T Tank & Trailer Repair Grande Prairie GP Ltd., by its Court-appointed interim receiver and manager, Ernst & Young Inc., and T "N" T Tank & Trailer Repair Grande Prairie GP Ltd., by its Court-appointed interim receiver and manager, Ernst & Young Inc. (collectively, the "**Debtor**") to acknowledge and evidence the Debtor's indebtedness owing as of the date hereof to Frederick North (the "**Holder**").

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Promise to Pay. Subject to the terms and conditions hereof, the Debtor hereby acknowledges itself indebted to the Holder and promises to pay to the order of the Holder the principal amount of $900,000.00 (the "**Principal Amount**") in lawful money of Canada.

2. Purpose. The Principal Amount has been advanced by the Holder to the Debtor as a loan by the Holder to the Debtor in order to provide the Debtor with funds required to pay the professional fees and disbursements of Ernst & Young Inc., court-appointed interim receiver and manager of the Debtor (the "**Interim Receiver**") and the professional fees and disbursements of legal counsel to the Interim Receiver.

3. Interest. The Principal Amount hereunder shall accrue interest on the unpaid balance of the Principal Amount outstanding hereunder from time-to-time at the rate of interest equal to 10% per annum, with such amounts calculated daily and compounded monthly, both before and after maturity, default and judgment. Unpaid interest will accrue as payment-in-kind interest and will be capitalized to the balance of the unpaid balance of the Principal Amount outstanding hereunder from time-to-time.

4. Method of Payment. On demand.

5. Prepayment. The Debtor shall have the right to pre-pay the Principal Amount without penalty or the prior consent of the Holder.

6. Waiver. The Debtor hereby waives presentment, protest, notice of protest, notice of non-payment, notice of dishonor and any and all other notices or demands relative to this Note.

7. Amendments. This Note may only be amended, amended and restated or otherwise modified by an agreement in writing signed by the Debtor and the Holder.

8. Waiver. No waiver by the Holder of any of the provisions hereof is effective unless explicitly set forth in writing and signed by the Holder. No waiver by the Holder will operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Note will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

9. Successors and Assigns. This Note is binding upon the Debtor and its permitted successors and permitted assigns and shall enure to the benefit of the Holder and its successors and assigns.

10. Further Assurances. The Debtor shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated hereby.

11. Severability. If any term or provision of this Note is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Note or invalidate or render unenforceable such term or provision in any other jurisdiction.

12. Joint and Several. Where this Note is granted by more than one party (Debtor), then all agreements, promises, covenants and obligations are and shall be joint and several and shall be construed and enforced as such.

13. Governing Law. All matters arising out of or relating to this Note are governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable in that Province without giving effect to any choice or conflict of law provision or rule (whether of the Province of Alberta or any other jurisdiction).

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Note as of the date first above written.

VENTURES NORTH FINANCIAL GROUP LIMITED PARTNERSHIP, by its general partner, VENTURES NORTH FINANCIAL GROUP INC., by its Court-appointed interim receiver and manager, Ernst & Young Inc., in its capacity as interim receiver and manager and not in its personal capacity

Per: ______________________________
Name: Neil Narfason
Title: President

VENTURES NORTH FINANCIAL GROUP INC., by its Court-appointed interim receiver and manager, Ernst & Young Inc., in its capacity as interim receiver and manager and not in its personal capacity

Per: ______________________________
Name: Neil Narfason
Title: President

OSOYOOS MOUNTAIN ESTATES INC., by its Court-appointed interim receiver and manager, Ernst & Young Inc., in its capacity as interim receiver and manager and not in its personal capacity

Per: ______________________________
Name: Neil Narfason
Title: President

T "N" T TANK & TRAILER REPAIR LIMITED PARTNERSHIP, by its general partner, T "N" T TANK & TRAILER REPAIR LTD., by its Court-appointed interim receiver and manager, Ernst & Young Inc., in its capacity as interim receiver and manager and not in its personal capacity

Per: ______________________________
Name: Neil Narfason
Title: President
Title:

T "N" T TANK & TRAILER REPAIR LTD., by its Court-appointed interim receiver and manager, Ernst & Young Inc., in its capacity as interim receiver and manager and not in its personal capacity

Per: ______________________________
Name: Neil Narfason
Title: President

T "N" T TANK & TRAILER REPAIR GRANDE PRAIRIE LIMITED PARTNERSHIP, by its general partner, T "N" T TANK & TRAILER REPAIR GRANDE PRAIRIE GP LTD., by its Court-appointed interim receiver and manager, Ernst & Young Inc., in its capacity as interim receiver and manager and not in its personal capacity

Per: ______________________________

Name: Neil Narfason

Title: President

T "N" T TANK & TRAILER REPAIR GRANDE PRAIRIE GP LTD., by its Court-appointed interim receiver and manager, Ernst & Young Inc., in its capacity as interim receiver and manager and not in its personal capacity

Per: ______________________________

Name: Neil Narfason

Title: President

32420724

APPENDIX ‘C-2’

GENERAL SECURITY AGREEMENT

GENERAL SECURITY AGREEMENT

This **AGREEMENT** made effective this 13th day of June, 2023

AMONG:

FREDERICK NORTH

(the "**Secured Party**")

AND

T "N" T TANK & TRAILER REPAIR GRANDE PRAIRIE LIMITED PARTNERSHIP by its general partner T "N" T TANK & TRAILER REPAIR GRANDE PRAIRIE GP LTD. by its Court-appointed interim receiver and manager, Ernst & Young Inc.

("**T "N" T LP**")

AND

T "N" T TANK & TRAILER REPAIR GRANDE PRAIRIE GP LTD. by its Court-appointed interim receiver and manager, Ernst & Young Inc.

("**T "N" T GP**" and together with T "N" T LP, the "**Debtor**")

For valuable consideration, the Debtor hereby covenants and agrees with the Secured Party, as follows:

1. CREATION OF SECURITY INTEREST

1.1 For value received and as a general and continuing security for the payment and performance of the obligations in article 2 hereof, the Debtor hereby grants to the Secured Party a present and continuing security interest (the "**Security Interest**") in all of the Debtor's present and after-acquired real and personal property of whatever nature and kind, including but not limited to equipment, inventory, receivables, chattel paper, money, instruments, investment property, documents of title and intangibles (the "**Collateral**"), and all proceeds, in whatever form, of any sale or other disposition of the Collateral and all real and personal property in any form derived directly or indirectly from any dealing with any of the Collateral or proceeds therefrom, any insurance or other payment that indemnifies or compensates for destroyed, damaged, stolen or lost Collateral and any payment joint made in total or partial discharge or redemption of the Collateral.

1.2 The Debtor acknowledges and agrees that the Security Interest in the Collateral shall constitute a purchase money security interest to the extent that the Secured Party has financed the Debtor's acquisition of rights in any such Collateral.

1.3 The Debtor conclusively acknowledges that the Debtor and the Secured Party intend that the Security Interest in the Collateral to attach immediately upon the execution of this Security Agreement and in the case of Collateral in which the Debtor subsequently acquires rights, contemporaneously with the Debtor acquiring rights therein. The Debtor conclusively acknowledges that value has been given by the Secured Party to the Debtor.

2. SECURED OBLIGATIONS

2.1 The Security Interest secures any and all obligations and indebtedness of the Debtor to the Secured Party whether present or future, direct or indirect, absolute or contingent, extended or renewed and wherever and however incurred including interest thereon and the costs, charges and expenses incurred by the Secured Party in enforcing the Security Interest, including without limitation, legal fees and expenses on a solicitor and their own client full indemnity basis and all expenses of taking possession, holding, preparing for disposition, and disposing of the Collateral (the "**Indebtedness**").

2.2 The Security Interest shall be a continuous charge notwithstanding that the Indebtedness may be fluctuating and even may, from time-to-time, be reduced to a nil balance and notwithstanding that credit advanced may be repaid and further credit advanced in respect of which the Debtor is liable to the Secured Party.

2.3 All monies collected or received by the Secured Party from the Debtor shall be applied on account of the Indebtedness in such manner as the Secured Party may at its discretion determine.

3. POSSESSION AND USE OF THE COLLATERAL

3.1 Until there has been an event of Default (as such term is defined herein), the Debtor may deal with the Collateral in any manner consistent with the provisions of this Agreement.

3.2 The Secured Party shall at all times have the right to verify the existence and state of the Collateral and the Debtor agrees to furnish all assistance and information and to perform all such acts as the Secured Party may request in connection therewith.

3.3 The Debtor shall have the right, when not in default of the provisions of this Agreement, to sell or otherwise dispose of any of the Collateral in the ordinary course of the Debtor's business.

4. REPRESENTATIONS AND WARRANTIES

4.1 As long as this Agreement is in effect, the Debtor hereby continuously represents and warrants to the Secured Party that:

(a) the Debtor has the right, power and authority to enter into this Agreement and to grant the Security Interest;

(b) the execution, delivery and performance of this Agreement by the Debtor has been duly authorized by all necessary corporate and partnership action and is not in contravention of any of the Debtor's constating documents or agreements to which the Debtor is a party; and

(c) there are no actions suits or proceedings pending or, to the knowledge of the Debtor, threatened against the Debtor, except as have been or may be disclosed to the Secured Party from time-to-time.

5. COVENANTS OF DEBTOR

5.1 The Debtor covenants and agrees that it shall:

(a) as applicable, maintain its corporate existence, and to diligently preserve all its rights, licenses, powers, privileges, franchises and goodwill;

(b) defend its own and the Secured Party's rights in the Collateral against the claims and demands of all persons;

(c) maintain the Collateral in a condition and state of repair that preserves the value of the Collateral, reasonable wear and tear excepted;

(d) upon request, furnish in writing all information concerning the Collateral, including without limitation, accurate and complete records of all purchases, transfers, sales and other dispositions of any or all of the Collateral, as permitted hereunder, and permit the Secured Party, from time-to-time, to inspect the Collateral, and for such purpose to enter the premises of the Debtor;

(e) immediately advise the Secured Party if the Collateral, or any part thereof, is damaged, destroyed, expropriated or stolen;

(f) punctually pay and discharge all taxes, rates, levies, assessments and other charges of every nature which might result in any lien, encumbrance, right of distress, forfeiture or termination or sale, or any other remedy being enforced against the Collateral and to, upon request, provide to the Secured Party satisfactory evidence of such payment and discharge;

(g) observe and perform all of its obligations and comply with all conditions under leases, licenses and other agreements to which it is a party or pursuant to which any of the Collateral is held;

(h) insure the Collateral, which shall be at the Debtor's sole risk of any loss, injury, damage, destruction, or confiscation during the Debtor's possession, for an amount not less than their full insurable value against loss or destruction by fire and such other perils as a party in the Debtor's position would reasonably insure such Collateral;

(i) duly observe and conform to all valid requirements of any governmental authority relative to any of the Collateral and all covenants, terms, and conditions upon or which the Collateral is held; and

(j) carry on and conduct its business in an efficient and proper manner so as to preserve and protect the Collateral and income therefrom.

6. EVENTS OF DEFAULT

6.1 The happening of any one or more of the following events shall constitute a default hereunder (each a "**Default**"):

(a) if the Debtor should fail to pay any part of the Indebtedness when due or fail to perform or observe any other covenant or condition contained in this Agreement or in any other agreement with the Secured Party;

(b) if any representation or warranty made by the Debtor in any agreement or transaction between the Debtor and Secured Party is found to be incorrect;

(c) if any further execution, judgment or other process of court shall become enforceable against the Debtor;

(d) if any other party claiming a security interest against any of the Debtor's personal property takes steps to enforce its security;

(e) if, in the opinion of the Secured Party, upon commercially reasonable grounds, the Security Interest or the Collateral is jeopardized or endangered; or

(f) if the Debtor should become bankrupt or is the subject of a petition in bankruptcy or makes a general assignment in bankruptcy for the benefit of creditors.

7. REMEDIES

7.1 Upon the occurrence of a Default, the Secured Party shall immediately be at liberty to take any and all proceedings for better securing itself and for enforcing this Agreement and for obtaining payment of the Indebtedness and the Secured

Party, in its sole discretion, may declare all or any part of the Indebtedness (which is not by its terms payable on demand) to be immediately due and payable, without demand or notice of any kind to the Debtor, and without limiting the generality of the foregoing, the Secured Party may thereupon take immediate possession of the Collateral, and for this purpose it shall and may be lawful for the Secured Party and any receiver, officer, servant, agent or bailiff of the Secured Party, with such other assistance as it may require, at any time during the day to enter in or upon any lands, buildings or premises where any of the Collateral may be and to break and force open any door, lock, hinge, fastening, gate, fence, building, enclosure or place, for the purpose of taking possession of and removing any or all of the Collateral; and upon and from and after the taking of possession of any of such Collateral, the Secured Party is hereby authorized and empowered to use the Collateral, to dispose of the Collateral or any of it by any method permitted by law, including without limitation, at public auction or by private sale, by lease or deferred payment, with or without notice to the Debtor and upon such terms and in such manner as the Secured Party may determine and the Secured Party shall not be charged with any monies except those actually received.

7.2 Upon the occurrence of a Default, the Secured Party may take possession of, collect, demand, sue on, enforce, recover and receive the Collateral and give valid and binding receipts and discharges therefore and in respect thereof and the Secured Party may sell, lease or otherwise dispose of the Collateral in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as the Secured Party may deem reasonable;

7.3 Upon the occurrence of a Default, the Secured Party may appoint by instrument in writing any person or persons, whether an employee or employees of the Secured Party or not, as receiver (which term includes a receiver and manager) of all or part of the Collateral and remove or replace such receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of such a receiver. Any such receiver or receivers so appointed shall have the power to take possession of the Collateral hereby charged and to carry on the business of the Debtor, sell or concur in selling any such Collateral, and for such purpose to occupy and use any real or personal property of the Debtor without charge therefor for so long as may be necessary. Any such receiver shall, so far as concerns responsibility for his/her/its acts, be deemed the agent of the Debtor and not the Secured Party and the Secured Party shall not be responsible for any negligence, misconduct or nonfeasance on the part of any such receiver or his/her/its agents or employees;

7.4 In the exercise of any of its rights pursuant to this Agreement, neither the Secured Party, nor any officer, servant or agent thereof, including without limitation, any receiver or any civil enforcement agent, shall be obliged to:

(a) keep the Collateral identifiable; or

(b) incur any costs or expenses in maintaining, preserving or improving the Collateral.

7.5 The Secured Party shall be entitled but shall not be required to pay the whole or any part of any lien, mortgage, charge, encumbrance or other security interest affecting the Collateral and shall, to the extent of such payment, be subrogated to all the rights of and stand in the position of and be entitled to all the equities of the party so paid off, whether such lien, mortgage, charge or encumbrance or other security interest has or has not been discharged.

7.6 The rights and remedies herein conferred upon the Secured Party shall be cumulative and not alternative and shall be in addition to and not in substitution or in derogation of rights and remedies conferred by the Alberta *Personal Property Security Act* (RSA 2000, c P-7) and any other applicable laws.

8. COLLECTION OF DEBTS

8.1 After Default, the Secured Party may, but shall not be required to, notify and direct any account debtors of the Debtor to make all payments to the Secured Party.

9. MISCELLANEOUS

9.1 Time shall be of the essence.

9.2 The Debtor hereby authorizes the Secured Party to file such financing statements and other documents and do such acts as the Secured Party may deem appropriate to perfect and continue the Security Interest, to protect and preserve the Collateral and to realize upon the Security Interest and the Debtor hereby irrevocably constitutes and appoints the Secured Party or its agent the true and lawful attorney of the Debtor, with full power of substitution, to do any of the foregoing in the name of the Debtor whenever and wherever it may be deemed necessary or expedient.

9.3 The Debtor acknowledges having received an executed copy of this Agreement on the date of its execution and waives its right to receive a copy of any Financing Statement or Financing Change Statement to be filed with respect to this Agreement.

9.4 The Debtor hereby expressly waives execution of this Agreement by the Secured Party.

9.5 Any notice, request, demand, consent, approval or other communication which a party is required or may desire to give to the other party hereunder shall be in writing and shall be given by personal delivery, registered mail or transmitted by email addressed as follows (or addressed to such other address as may be the subject of a notice delivered hereunder):

If to the Debtor:

c/o Ernst & Young Inc.
2200 – 215, 2nd Street SW, Calgary Alberta T2P 1M4
Email: Neil.Narfason@parthenon.ey.com
Attention: Neil Narfason

If to the Secured Party:

Frederick North
c/o McLennan Ross LLP
600 McLennan Ross Building,
12220 Stony Plain Road, Edmonton, AB T5N 3Y4
Email:gary.zimmermann@mross.com/james.mctague@mross.com
Attention: Gary Zimmerman and James McTague

9.6 The Secured Party may grant extensions of time and other indulgences, give up security, compromise, settle, grant releases and discharge and otherwise deal with the Debtor and with the Collateral as the Secured Party may see fit without prejudice to the liability of the Debtor or the rights of the Secured Party.

9.7 The Secured Party may permit the Debtor to remedy any Default without waiving the default so remedied, and the Secured Party may waive any Default without waiving any other subsequent or prior default by the Debtor.

9.8 This Agreement is in addition to and not in substitution for any other security now or hereafter held by the Secured Party and shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

9.9 No modification, variation or amendment of any provision of this Agreement shall be made except by written agreement, executed by the parties hereto and no waiver of any provision hereof shall be effective unless in writing.

9.10 To the extent permitted by law or statute, the Debtor hereby waives the benefit of and waives and releases all rights and protection given to it by any and all provisions of all applicable conditional sales, credit regulation, execution or seizure exemption or debt protection statutes or regulations which would in any manner affect, restrict or limit the rights of the Secured Party.

9.11 The Debtor hereby irrevocably waives any and all protection of the Alberta *Limitations Act* (RSA 2000, c L-12) and any amendments thereto or substitutions therefor.

9.12 The Secured Party has no duty to protect, insure or realize upon the Collateral and the Secured Party shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell or otherwise dispose of the Collateral or any part thereof or to institute proceedings for such purposes.

9.13 In the event any provision of this Agreement, as amended from time to time, shall be deemed invalid or void, in whole or in part, by any court of competent jurisdiction, the remaining terms and provisions of this Agreement shall remain in full force and effect.

9.14 The Debtor acknowledges and agrees that this Agreement may be assigned by the Secured Party, without the consent of but upon notice to the Debtor, and in such event, such person, firm or corporation shall be entitled to all of the rights and remedies of the Secured Party as set forth in this Agreement or otherwise and the Secured Party shall be released and discharged from its further obligations hereunder upon assumption of same by the assignee.

9.15 If more than one Debtor executes this Agreement, the obligations of each Debtor shall be joint and several.

9.16 This Security Agreement and the transactions evidenced hereby shall be governed and construed in accordance with the laws of the Province of Alberta.

9.17 This Agreement may be executed in any number of counterparts each of which shall be an original but which shall together constitute one and the same instrument. Signature pages from separate counterparts may be faxed or delivered by PDF or other electronic means and may be combined to form a single counterpart.

[*Signature page follows*]

IN WITNESS WHEREOF, this Agreement has been executed by the Debtor as of the date first written above.

T "N" T TANK & TRAILER REPAIR GRANDE PRAIRIE LIMITED PARTNERSHIP, by its general partner, T "N" T TANK & TRAILER REPAIR GRANDE PRAIRIE GP LTD., by its Court-appointed interim receiver and manager, Ernst & Young Inc., in its capacity as interim receiver and manager and not in its personal capacity

Per:________________________________

Per:________________________________

[I/We have authority to bind the corporation]

T "N" T TANK & TRAILER REPAIR GRANDE PRAIRIE GP LTD., by its Court-appointed interim receiver and manager, Ernst & Young Inc., in its capacity as interim receiver and manager and not in its personal capacity

Per:________________________________

Per:________________________________

[I/We have authority to bind the corporation]

APPENDIX ‘C-3’

MORTGAGES

LAND TITLES ACT

COLLATERAL MORTGAGE

WHEREAS:

A. The Mortgagor is or is entitled to become the registered owner of the Lands;

B. The Mortgagor has executed the Promissory Note in favour of the Mortgagee wherein the Mortgagee has agreed to lend up to the Principal Sum to the Mortgagor; and

C. As collateral security for the payment of the Principal Sum and the performance of the covenants and obligations of the Mortgagor to the Mortgagee to be performed from time to time, the Mortgagor has agreed to grant, execute and deliver this Mortgage in favour of the Mortgagee.

NOW THEREFORE, the Mortgagor and Mortgagee covenant each with the other as follows:

ARTICLE 1

1.1 Definitions

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

(a) **"Act of Release"** includes the noun or verb form of spill, discharge, spray, inject, abandon, deposit, leak, seep, pour, emit, empty, throw, dump, place, exhaust and words of like or similar meaning;

(b) **"Advance Date"** means the date in which monies are first advanced to the Mortgagor by the Mortgagee pursuant to the Promissory Note;

(c) **"Assignment"** means the assignment of rents and leases contained in Section 7.1 herein;

(d) **"Business Days"** means days other than Saturdays, Sundays and statutory or civic holidays in Alberta;

(e) **"Collateral Security"** means the additional and collateral security, if any, which is required by the Mortgagee to be granted by the Mortgagor, pursuant to the provisions of, or in connection with, this Mortgage or the Promissory Note, including but not limited to a general security agreement granted by the Mortgagor in favour of the Mortgagee;

(f) **"Promissory Note"** means the promissory note in the amount of the Principal Sum granted by the Mortgagor in favour of the Mortgagee dated the date hereof, as the same may be amended, restated or replaced from time to time;

(g) **"Event of Default"** means the occurrence of any one or more of the following events:

(i) a default in the payment of any money secured hereby or any part thereof with such default continuing for ten (10) calendar days following written notice by the Mortgagee requiring the Mortgagor to pay the same;

(ii) a default by the Mortgagor in the observance or performance of any of the terms, conditions, obligations or liabilities of the Mortgagor to the Mortgagee contained in this Mortgage or in the Collateral Security or in any other security or agreements executed and delivered by the Mortgagor to the Mortgagee (other than a default in the payment of any money secured hereby) that is not cured within ten (10) calendar days of receipt of written notice from the Mortgagee in respect thereof, or, in the case of any such default which would reasonably require more than ten (10) calendar days to rectify, unless the Mortgagor shall commence rectification within the said ten (10) calendar days or provide the Mortgagee with a reasonable schedule for rectification within the said ten (10) calendar days and, thereafter, promptly, diligently and continuously proceed with the rectification of any such material default;

(iii) if any warranty, representation or statement made or furnished to the Mortgagee by or on behalf of the Mortgagor in respect of the Lands or the Mortgagor proves to have been false or misleading in any material respect when made or furnished;

(iv) an order being made or an effective resolution being passed for the winding up of the Mortgagor or a petition being filed for the winding up of the Mortgagor;

(v) the filing of a petition in bankruptcy against the Mortgagor, which is not being defended by the Mortgagor;

(vi) the Mortgagor abandons the Lands or any part thereof;

(vii) any proceeding with respect to the Mortgagor which is commenced by the Mortgagor under the *Companies Creditors Arrangement Act* or any successor legislation;

(viii) the Mortgagor ceases or threatens to cease to carry on its business or makes or threatens to make a proposal under the *Bankruptcy and Insolvency Act* or any successor legislation;

(ix) any execution, sequestration or other process of any Court becoming enforceable against the Mortgagor or a distress or analogous process being levied upon the property of the Mortgagor or any part thereof including but not limited to a builder's lien registered against the title to the Lands, which is not satisfied or discharged, as the case may be, within fifteen (15) calendar days from the date upon which the Mortgagor receives written notice of the same from the Mortgagee;

(x) if any charge or encumbrance created or issued by the Mortgagor affecting the Lands becomes enforceable and any step is taken to enforce the same;

(xi) if any other mortgagee, encumbrance or other party having a charge on the Lands commences proceedings to enforce its rights or security in such mortgage, encumbrance or charge;

(xii) if the Mortgagor grants or attempts to grant any form of security to any person other than the Mortgagee ranking or purporting to rank in priority to or equally with the security held by the Mortgagee on the Lands; or

(xiii) if for any other reason the Mortgagee determines that its security under this Mortgage is in jeopardy;

(h) "**Hazardous Substances**" means any substance which is hazardous to persons or property and includes, without limiting the generality of the foregoing:

(i) radioactive materials;

(ii) explosives;

(iii) any substance that, if added to any water, would degrade or alter or form part of a process of degradation or alteration of the quality of that water to the extent that it is detrimental to its use by man or by any animal, fish or plant;

(iv) any solid, liquid, gas or odour or combination of any of them that, if emitted into the air, would create or contribute to the creation of a condition of the air that:

(A) endangers the health, safety or welfare of persons or the health of animal life;

(B) interferes with normal enjoyment of life or property; or

(C) causes damage to plant life or to property;

(v) toxic substances including, without restriction, urea formaldehyde foam insulation, asbestos and poly-chlorinated biphenyls;

(vi) contaminants, dangerous substances, gasoline, oil, liquid wastes, industrial wastes and whole liquid wastes; and

(vii) wastes, materials and substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority having jurisdiction over the Mortgagor, the Mortgagee or the Lands;

(i) "**Interest Rate**" means, ten percent (10%) per annum, with such amounts calculated daily and compounded monthly, both before and after maturity, default and judgment;

(j) "**Lands**" means that parcel or parcels of land situate in the Province of Alberta and legally described in Schedule A attached hereto, together with all improvements of every kind whether or not affixed thereto, including without limiting the generality of the foregoing, all buildings, erections, improvements, machinery and plant, furnaces, boilers, elevators, escalators, mobile homes, plumbing, air conditioning, ventilating, refrigerating equipment, water heaters, wall to wall carpeting, plate glass, storm doors, storm windows, screens and screen doors and all apparatus and equipment appurtenant thereto whether movable or stationary, with all proper, usual and necessary gears, tools, accessories, equipment and appliances, which are now or may hereafter be placed or installed thereupon;

(k) "**Lease**" means all agreements, whether in existence now or in the future, including, without restriction, leases, offers to lease, tenancy agreements, rental agreements, wherein, the Lands or any portion thereof, are occupied by a tenant who is required to pay rent, without limitation, to a property manager, to a leasing agent or to the registered owner of the Lands;

(l) "**Maturity Date**" means that date on which the Mortgagor receives a demand for repayment from the Mortgagee or such other date that the Mortgagee and Mortgagor agree to in writing from time-to-time;

(m) "**Mortgage**" means this Mortgage together with all the recital clauses and the attached schedules;

(n) "**Mortgage Monies**" means all amounts owing to the Mortgagee by the Mortgagor from time-to-time, whether present or future, direct or indirect, absolute or contingent, matured or not, and however arising, and including, without limitation, the Principal Sum with interest thereon, as applicable, at the Interest Rate, together with all other monies secured by this Mortgage, including without restriction, any advances, fees or expenses made or incurred by the Mortgagee according to Section 5.4 hereof;

(o) "**Mortgagee**" means FREDERICK NORTH;

(p) "**Mortgagee's Address**" means 600 McLennan Ross Building, 12220 Stony Plain Road, Edmonton, AB T5N 3Y4 (Attention: Gary Zimmerman and James McTague), or such other address as the Mortgagee shall from time to time direct;

GP LTD.

(q) "**Mortgagor**" means T "N" T TANK & TRAILER REPAIR GRANDE PRAIRIE ~~LTD.~~, by its Court-appointed interim receiver and manager, Ernst & Young Inc.;

(r) "**Mortgagor's Address**" means 2200 – 215, 2nd Street SW, Calgary Alberta T2P 1M4, or such other address as the Mortgagor shall from time to time direct;

(s) "**Notice**" has the meaning ascribed thereto in Section 9.4 hereof;

(t) "**Permitted Encumbrances**" means those encumbrances described in Schedule A attached hereto;

(u) "**Principal Sum**" means the sum of NINE HUNDRED THOUSAND ($900,000.00) DOLLARS in lawful money of Canada;

(v) "**Prior Charge**" means any mortgage, lien, agreement for sale, encumbrance, interest in land or other charge or claim upon or with respect to the Lands which has or may have or which may acquire priority to this Mortgage, including, without restriction, the Permitted Encumbrances;

(w) "**Real Estate Taxes**" means all taxes, local improvement charges, rates, assessments, levies, liens and penalties which are now or may hereafter be imposed or charged or be chargeable against or payable in respect of the Lands and shall include any levy or mortgage tax or principal and interest tax imposed or which may be imposed on this Mortgage or on the Mortgagee in respect of this Mortgage or on the monies secured by this Mortgage or on the Lands, but excluding income taxes;

(x) "**Receiver**" means any person or persons appointed by the Mortgagee according to Section 6.1 herein and includes a receiver, and a receiver and a manager; and

(y) "**Term**" means the period from the Advance Date to and including the Maturity Date.

ARTICLE 2

2.1 Loan of Principal Sum

The Mortgagor agrees to lend up to the Principal Sum to the Mortgagor upon the terms and conditions contained herein.

2.2 Repayment

The Mortgagor shall pay the whole of the Mortgage Monies to the Mortgagee on the Maturity Date.

2.3 Payment of Interest

The Mortgagor shall pay to the Mortgagee interest at the applicable Interest Rate in the manner aforesaid on the Mortgage Monies or on so much thereof as shall from time to time remain unpaid, which interest will accrue as payment-in-kind interest and will be capitalized to the balance of the unpaid balance of the Principal Sum outstanding hereunder from time-to-time.

ARTICLE 3

3.1 Insurance

(a) The Mortgagor shall forthwith insure the Lands and during the continuance of this Mortgage keep insured in favour of the Mortgagee to the extent of the full insurable value of the Lands in lawful money of Canada with an insurer licensed in Canada against:

(i) loss or damage by fire, windstorm, hail, lightning, explosion, riot, impact by aircraft or vehicles, smoke damage and, to the extent available, flooding and earthquake; and

(ii) to the extent applicable and available, against loss or damage caused by the explosion of any steam boiler or other object generating or operated by steam and/or any closed circulation hot water system and/or any pressure vessel or by the escape of water from any sprinkler system or other piping within or operated upon the Lands, such policies of insurance to contain the usual "Extended Coverage" and "Replacement Cost" endorsements.

(b) Further, the Mortgagor will maintain:

(i) general comprehensive liability insurance against claims for personal injury, death or property damage occurring on or about the Lands, such insurance to afford protection in such amounts as a reasonable and prudent owner would carry; and

(ii) rental or business interruption insurance in such amounts as a reasonable and prudent owner would carry.

(c) The Mortgagee may, upon the occurrence of an Event of Default, effect such insurance as deemed necessary by the Mortgagee.

(d) The Mortgagor will not do or permit anything to be done whereby the said policy or policies of insurance may be voided, and will pay all premiums and sums of money necessary for maintaining every such insurance as aforesaid, as the same become due, and will assign and deliver unto the Mortgagee the policy or policies of insurance and the receipt or receipts relating thereto.

(e) The policies shall to the extent applicable, bear endorsements in a form satisfactory to the Mortgagee making all proceeds thereunder payable to the Mortgagee as first loss payee or otherwise as its interest may appear. All policies shall contain the Insurance Bureau of Canada standard mortgage clause.

(f) The policies of insurance and renewals thereof, if applicable, shall be delivered to the Mortgagee at such times as are requested by the Mortgagee, but without limitation, evidence of renewal shall be delivered, in no event, not less than thirty (30) calendar days prior to expiration of the insurance.

(g) The Mortgagee may, in the event of failure by the Mortgagor to deliver policies or renewals thereof to the Mortgagee as herein provided, effect and maintain any insurance herein provided for. Any amount or amounts paid by the Mortgagee in respect thereof shall be payable by the Mortgagor to the Mortgagee forthwith on demand, and shall be added to the Principal Sum and will accrue interest at the Interest Rate as if the money were interest in arrears and shall bear interest at the Interest Rate until payment is received by the Mortgagee. Such interest shall run from the date of payment by the Mortgagee and shall be added to the Principal Sum and be a charge upon the Lands until it is repaid with interest as aforesaid. However, nothing set out herein shall obligate the Mortgagee to obtain such insurance and doing so is solely at the option of the Mortgagee.

(h) The Mortgagor will pay all premiums and sums of money necessary to obtain and maintain such insurance as the same become due and, if requested by the Mortgagee, will immediately after payment deliver to the Mortgagee the receipts therefor.

(i) The Mortgagor shall forthwith on the happening of any loss or damage, furnish at its own expense all necessary proofs and do all necessary acts to enable the Mortgagee to obtain payment of the insurance monies it is entitled to under any policy or policies of insurance, and all such monies received by virtue of any such policy or policies of insurance may, at the option of the Mortgagor:

(i) be forthwith applied in or towards substantially rebuilding, reinstating and repairing the Lands;

(ii) be applied in or towards the payment of the Principal Sum until the whole of the Principal Sum shall be paid and in case of a surplus then, in or towards payment of any interest that may be accrued due;

(iii) be paid over in whole or in part to the Mortgagor but no such payment shall operate as payment or a novation of the Mortgagor's indebtedness hereunder or as reduction of this Mortgage; or

(iv) be applied partly in one way and partly in another as the Mortgagor in its sole discretion may determine.

Pending application of the insurance monies for the purpose aforesaid, the same shall be deemed to form part of the Lands and be subject to the charge hereby created. To ensure that the Mortgagee may so apply such insurance monies in the manner aforesaid, the Mortgagor assigns and releases to the Mortgagee all rights of the Mortgagor to receive the insurance monies and expressly waives all rights and benefits, to the extent that the same is permitted by law, pursuant to any legislation which provides for a contrary application of such insurance monies.

(j) The Mortgagor hereby constitutes and appoints the Mortgagee as its attorney for the purpose of demanding, recovering and receiving payment of all insurance monies to which it may become entitled. Without limiting the generality of the foregoing, the Mortgagee may, in the name of the Mortgagor, file proofs of claim with any insurer who insures the Lands, settle or compromise any claim for insurance proceeds in respect of the Lands, commence and prosecute any action for recovery of insurance proceeds in respect of the Lands, and settle or compromise any such action. Notwithstanding the foregoing, it will remain the Mortgagor's responsibility to demand, recover and receive such payments and nothing herein will render the Mortgagee liable to the Mortgagor for any act done by it in pursuance of the power of attorney granted in this paragraph (j) or for its failure to do any act or take any step permitted herein.

3.2 Payment of Real Estate Taxes

The Mortgagor shall pay as they become due all Real Estate Taxes, provided that:

(a) the Mortgagor will transmit to the Mortgagee all assessment notices, tax bills and other notices affecting the imposition of Real Estate Taxes forthwith after receiving the Mortgagee's written request for the same; and

(b) if the Mortgagor fails to make payment of the Real Estate Taxes on the applicable due dates, the Mortgagee may pay all Real Estate Taxes in order to perfect the title to the Lands or any part thereof and to make or keep this Mortgage a charge thereon and any amount or amounts paid by the Mortgagee in respect thereof shall be payable by the Mortgagor to the Mortgagee within 30 days of the Mortgagor's receipt of written demand for payment and shall be added to the Principal Sum and will accrue interest at the Interest Rate as if the money were interest in arrears and shall bear interest at the Interest Rate until payment is received by the Mortgagee (such interest to run from the date of payment by the Mortgagee) and shall be added to the Principal Sum and be a charge upon the Lands until repaid with interest as aforesaid, provided however nothing set out herein shall oblige or obligate the Mortgagee to pay such Real Estate Taxes and doing so is solely at the option of the Mortgagee.

3.3 Maintenance and Repair of the Lands

(a) The Mortgagor will not commit or permit any act of waste upon the Lands nor do or permit to be done any act which may impair the value thereof.

(b) The Mortgagor will take good and reasonable care of the Lands all buildings and/or structures and improvements now or hereafter from time to time erected on the Lands and without cost and expense to the Mortgagee will manage, operate, maintain and keep or cause the same to be kept in good order, repair and condition throughout, both exterior and interior, structural or otherwise, and promptly will make all required or necessary repairs and replacements thereto, including without limitation, the roof, walls, foundations and appurtenances, pipes and mains, and all other fixtures, machinery, facilities and equipment that belong to or are used in connection with the Lands, all of the foregoing to the extent that a prudent owner would do.

(c) The Mortgagee by its agents, solicitors or inspectors may enter upon the Lands at any reasonable time to view the state of repair.

(d) If in the opinion of the Mortgagee the Lands or any part thereof are not in a proper state of repair it may serve notice upon the Mortgagor to make such repairs or replacements as the Mortgagee deems proper within a time limited by such notice. If the Mortgagor fails to comply with such notice such failure will constitute a breach of covenant hereunder and in such event the Mortgagee or its agents, employees or contractors may enter upon the Lands and proceed to repair as provided in this Mortgage and will have all the remedies set forth herein.

(e) The Mortgagor will pay and discharge when due all claims of and obligations to labourers, builders, material suppliers and others and all other claims, debts and obligations which by the laws of Canada or of the Province of Alberta have or might have priority over the security hereby created, and will provide the Mortgagee with the receipts therefor.

3.4 Alterations or Additions

The Mortgagor shall not make, or permit to be made, any alterations or additions in or to the Lands which would reduce the value thereof without the consent of the Mortgagee and the Mortgagor shall not use the Lands or permit them to be used except in accordance with applicable laws.

3.5 Hazardous Substances

The Mortgagor represents, covenants and warrants to and in favour of the Mortgagee that:

(a) neither the Mortgagor, nor, to the knowledge of the Mortgagor after diligent inquiry and investigation, any other person, has ever caused or permitted any Hazardous Substances to be placed, handled, stored or disposed of on, under or at the Lands, or on, under or at adjacent lands, except as disclosed to the Mortgagee in writing;

(b) it shall not allow the Lands to be utilized in any manner in contravention of any applicable laws intended to protect the environment, including without limitation, laws respecting the disposal and emission of Hazardous Substances;

(c) to the extent that Hazardous Substances are placed, held, located or disposed of on, under or at the Lands in accordance with the terms hereof, the Mortgagor shall:

(i) comply with, or cause to be complied with, all applicable laws and regulations relating to the use, storage and disposal of the Hazardous Substances,

(ii) at the request of the Mortgagee, provide evidence to the Mortgagee of compliance with all applicable laws and regulations, such evidence to include inspection reports and such tests as the Mortgagee may reasonably require, all at the expense of the Mortgagor, and

(iii) in the event of an Act of Release, the Mortgagor will promptly take any and all necessary remedial action; provided, however, that the Mortgagor will not, without the Mortgagee's prior written consent, take any such remedial action nor enter into any settlement agreement, consent decree, or other compromise in respect of any related claims, proceedings, lawsuits or action commenced or threatened pursuant to any environmental, health or safety laws or in connection with any third party, if such remedial action, settlement, consent or compromise might impair the value of the Mortgagee's security hereunder. The Mortgagee's prior consent will not, however, be necessary if the release either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not possible to obtain the Mortgagee's consent prior to undertaking such action. If the Mortgagor undertakes any remedial action the Mortgagor will immediately notify the Mortgagee of any such remedial action in compliance with all applicable federal, provincial and municipal laws and by-laws, and in accordance with the orders and directives of all federal, provincial and municipal governmental authorities, to the satisfaction of the Mortgagee.

3.6 Indemnity

(a) The Mortgagor hereby indemnifies and saves harmless the Mortgagee and its successors and assigns from and against any and all losses, liabilities, damages, costs and expenses of any kind whatsoever including, without limitation:

(i) the costs of defending, counter-claiming or claiming against third parties in respect of any action or matter including legal fees, costs and disbursements on a solicitor and his own client basis and at all court levels;

(ii) any cost, liability or damage arising out of a settlement of any action entered into by the Mortgagee with or without the consent of the Mortgagor; and

(iii) the costs of repair, clean-up or restoration paid by the Mortgagee and any fines levied against the Mortgagee,

which at any time or from time to time may be paid, incurred or asserted against the Mortgagee, as to a direct or indirect result of (1) the presence of Hazardous Substances on or under the Lands as a result of the acts or omissions of the Mortgagor of those for whom it is responsible at law, or (2) the escape, seepage, leakage, spillage, discharge, emission or release of Hazardous Substances from the Lands onto any other lands, into the atmosphere or into any water as a result of the acts or omissions of the Mortgagor of those for whom it is responsible at law. This indemnification shall survive the satisfaction, release or enforcement of the Mortgage and the full repayment of the Mortgage Monies and shall apply notwithstanding any negligent or other contributory conduct by or on the part of the Mortgagee or any one or more other parties or third parties;

(b) The Mortgagee, or agent of the Mortgagee, may, at any time, before and after default, and for any purpose deemed necessary by the Mortgagee, enter upon the Lands to inspect the Lands and buildings thereon. Without in any way limiting the generality of the foregoing, the Mortgagee (or its respective agents) may enter upon said Lands to conduct any environmental testing, site assessment, investigation or study deemed necessary by the Mortgagee and the reasonable cost of such testing, assessment, investigation or study, as the case may be, with interest at the Interest Rate, shall be payable by the Mortgagor forthwith and shall be a charge against the said Lands. The exercise of any of the powers enumerated in this clause shall not deem the Mortgagee, its respective agents to be in possession, management or control of the said Lands.

ARTICLE 4

4.1 Mortgagor's Representations and Warranties

The Mortgagor represents and warrants to the Mortgagee that:

(a) the Mortgagor has a good title to the Lands;

(b) the Lands are free from all encumbrances except the Permitted Encumbrances;

(c) the Mortgagor has the right to mortgage the Lands;

(d) the Mortgagor will execute such further assurances with respect to the Lands as may be required by the Mortgagee; and

(e) the Mortgagor has done no act to encumber the Lands in priority to this Mortgage (except the Permitted Encumbrances).

ARTICLE 5

5.1 Default

Upon the occurrence of an Event of Default under this Mortgage, the security of this Mortgage will, at the option of the Mortgagee, immediately become enforceable and may be enforced without the requirement of any further notice from the Mortgagee to the Mortgagor and:

(a) the Mortgagee may, at its option, and at the Mortgagor's expense and when and to such extent as the Mortgagee deems advisable, observe and perform or cause to be observed and performed any covenant, agreement, proviso or stipulation contained herein;

(b) the Mortgagee may send or employ an inspector or agent to inspect and report upon the value, state and condition of the Lands and a solicitor to examine and report upon the title to the same;

(c) the Mortgagee may enter into possession of the Lands, either by itself or its agent, and whether in or out of possession collect the rents and profits thereof, and make any demise or lease of the Lands or any part thereof for such terms, periods, and at such rent as the Mortgagee shall think proper;

(d) it shall and may be lawful for, and the Mortgagor does hereby grant full power, right and license to the Mortgagee to enter, seize and distrain upon the Lands or any part thereof, and by distress warrant to recover by way of rent reserved as in the case of demise of the premises as much of the Mortgage Monies as shall from time to time be or remain in arrears and unpaid, together with all costs, charges and expenses attending such levy or distress, as in like cases of distress for rent;

(e) the Mortgagee may sell and dispose of the Lands with or without entering into possession of the same and with or without notice to the Mortgagor or any party interested in the Lands; and all remedies competent may be resorted to; and all the rights, powers and privileges granted to or conferred upon the Mortgagee under and by virtue of any statute or by this Mortgage may be exercised; and the Mortgagee may sell, transfer and convey any part of the Lands, on such terms of credit or part cash and part credit secured by contract or agreement for sale or mortgage, or otherwise, as shall appear to the Mortgagee most advantageous and for such prices as can reasonably be obtained therefor; and in the event of a sale on credit or for part cash and part credit, whether by way of contract for sale or by conveyance or transfer and mortgage, the Mortgagee is not to be accountable for or charged with any monies until the same shall be actually received in cash; and sales may be made from time to time on parts of the Lands to satisfy interest or parts of the Principal Sum overdue, leaving the Principal Sum or parts thereof to run with interest payable as aforesaid; and the Mortgagee may make any stipulations as to title or evidence or commencement of title or otherwise as the Mortgagee shall deem proper, and may buy in or rescind or vary any contract for sale; and on any sale or resale, the Mortgagee shall not be answerable for any loss occasioned thereby; and for any such purposes the Mortgagee may make and execute all agreements and assurances that the Mortgagee shall deem advisable or necessary; and in case of any sale held by the Mortgagee under and by virtue of the laws of the Province of Alberta under the power of sale herein contained shall prove abortive, the Mortgagee may take foreclosure proceedings in respect of the said Lands in accordance with the provisions of the laws of the Province of Alberta in that regard; and in the event of any deficiency on account of the Mortgage Monies secured by this Mortgage remaining due to the Mortgagee after realizing all of the said Lands by sale or otherwise then the Mortgagor will pay to the Mortgagee on demand the amount of such deficiency with interest at the rate aforesaid;

(f) the whole of the Mortgage Monies shall, at the option of the Mortgagee, become due and payable;

(g) the Mortgagee may exercise each of the foregoing powers without notice to the Mortgagor; and

(h) no waiver by the Mortgagee of the performance of any covenant, proviso, condition or agreement herein contained will take effect or be binding on the Mortgagee unless the same is expressed in writing by the Mortgagee or its duly authorized agent. Such waiver will not nullify such covenant, proviso, condition or agreement, affect its future enforcement or be a waiver of any subsequent breach of the same.

5.2 No Merger

The taking of a judgment or judgments on any covenant contained herein or on any covenant which is set forth in any other security for payment of the Mortgage Monies or performance of the obligations hereby secured, or the execution or registration of this Mortgage shall not operate as a merger of such covenant or affect the Mortgagee's right to interest at the Interest Rate set forth herein on any monies which are owing to the Mortgagee and such judgment shall provide that interest thereon shall be computed at the Interest Rate in the same manner as provided for herein until the judgment has been paid in full. All agreements and securities now or hereafter entered into by the Mortgagor with or in favour of the Mortgagee, including but not limited to the Collateral Security, will be in addition to and not in substitution for any agreements or security previously granted, unless expressly provided to the contrary therein.

5.3 Release

The Mortgagee may at any time release any part of the Lands, or any of the covenants and agreements herein contained either with or without any consideration therefor, and without being accountable either for the value thereof, or for any money except that which is actually received, and without thereby releasing or affecting any other of the Lands or any of the other covenants or agreements herein contained or releasing any other security including without restriction the Collateral Security.

5.4 Additional Charges

All proper solicitor's fees, inspector's, valuator's and surveyor's fees and expenses for maintaining this Mortgage as a valid and subsisting charge (subject only to the Permitted Encumbrances) on the Lands, together with all sums which the Mortgagee may and does from time to time advance, expend or incur hereunder as principal, insurance premiums, or Real Estate Taxes, or toward payment of any Prior Charge, or in maintaining, repairing, restoring or completing the Lands, and in inspecting, leasing, managing, or improving the Lands, including the price or value of any goods of any sort or description supplied to be used on the Lands, and in exercising or enforcing or attempting to enforce or in pursuance of any right, power, remedy or purpose hereunder or subsisting, and legal costs as between a solicitor and his own client full-indemnity basis, and also an allowance for the time, work and expenses of the Mortgagee, or of any agent, solicitor or servant of the Mortgagee, for any purpose herein provided or whether or not such sums are advanced or incurred with the knowledge, consent, concurrence or acquiescence of the Mortgagor or otherwise, are to be secured hereby and shall be a charge on the Lands, together with interest thereon at the Interest Rate, and all such monies shall be repayable to the Mortgagee on demand, except as herein otherwise provided. It is the express intention and agreement of the Mortgagor and Mortgagee that the Mortgagor shall fully and totally indemnify the Mortgagee for all costs, expenses, charges and monies of any nature whatsoever either directly or indirectly arising out of or associated with this Mortgage (including solicitor and own client costs on a full indemnity basis).

5.5 Right of Subrogation

In the event of the Mortgage Monies advanced hereunder or any part thereof being applied to the payment of any charge or encumbrance, the Mortgagee shall be subrogated to all the rights of, and stand in the position of and be entitled to all the equities of the party so paid whether such charge or encumbrance has or has not been discharged, and the decision of the Mortgagee as to the validity or amount of any advance or disbursement made under this Mortgage or of any claim so paid shall be final and binding on the Mortgagor.

5.6 Monies Received or Collected

The Mortgagee shall not be charged with any monies receivable or collectible out of the Lands or otherwise except those actually received, and all revenue of the Lands received or collected by the Mortgagee from any source other than payment by the Mortgagor may at the option of the Mortgagee be retained in a suspense account or used in maintaining or insuring or improving the Lands, or in payment of Real Estate Taxes or other charges against the Lands, or applied on the Mortgage account, and the Mortgagee shall not be under any liability to pay interest on any sums in a suspense account.

5.7 Discharge

Any discharge of this Mortgage shall be prepared by the solicitor of the Mortgagee at the cost of the Mortgagor to the extent permitted by law and the Mortgagee shall have a reasonable time after receipt of payment in full within which to have prepared and to execute such discharge. A tender of the Mortgage Monies shall entitle the Mortgagor to receive such discharge.

5.8 Exercise of Discretion

Any discretion, option, decision or opinion hereunder on the part of the Mortgagee shall be sufficiently exercised or formed if exercised, or formed by or subsequently ratified by an executive officer of the Mortgagee, or any officer or agent appointed by the Mortgagee company for that purpose.

5.9 Default under Prior Charge

If the Mortgagor defaults in the performance of the covenants, payments or conditions contained in a Prior Charge (if any), and the holder of such Prior Charge commences a legal action with respect to such Prior Charge that affects the Lands, then such default shall constitute a default hereunder and the Mortgage Monies shall, at the option of, and upon written notice by the Mortgagee, become forthwith due and payable. The Mortgagee shall be at liberty in the event of such default, but shall not be obligated, to pay any arrears or other sums payable under the Prior Charge, or pay off all or any portion of the principal and/or interest thereby secured (if any). Any amounts so paid by the Mortgagee shall:

(a) be added to the Mortgage Monies;

(b) bear interest at the applicable Interest Rate until paid;

(c) be a charge upon the Lands; and

(d) unless repaid to the Mortgagee upon demand, shall be recoverable from the Mortgagor in the same manner as if such sum had been originally advanced and secured hereby.

For the purposes of tendering any arrears or other sums payable to a holder of a Prior Charge, the Mortgagor hereby irrevocably appoints the Mortgagee its agent for such purpose and irrevocably directs the Mortgagee to tender such monies upon the holder of a Prior Charge, in the name of and on behalf of the Mortgagor, and in this regard the Mortgagor hereby assigns unto the Mortgagee, its equity of redemption, if any, with respect to the said Prior Charge together with the statutory right of redemption given to the Mortgagor by the provisions of Section 38 of the *Law of Property Act* (Alberta). It is the intention of the parties that the Mortgagee shall have the same rights and powers but not the liabilities as the Mortgagor under and pursuant to the terms of the Prior Charge so that the Mortgagee will be in a position to take whatever steps are necessary to bring the Prior Charge into good standing once a default has occurred thereunder. This assignment is not intended to encompass the Mortgagor's entire interest in the said Prior Charge, but only to the extent hereinbefore stipulated. Nothing herein contained shall create an obligation upon the Mortgagee to cure any default on behalf of the Mortgagor.

ARTICLE 6

6.1 Appointment of Receiver

Upon the occurrence of an Event of Default, the Mortgagee may in writing appoint any person or persons, whether an officer or officers or employee or employees of the Mortgagee, or not, to be a Receiver of the Lands and assets which are charged in favour of the Mortgagee and the rents and profits derived therefrom. The Mortgagee may remove any Receiver so appointed and appoint another or others in his or their stead. The following provisions shall apply to this paragraph:

(a) A Receiver so appointed shall be conclusively the agent or agents of the Mortgagor and the Mortgagor shall be solely responsible for the acts or defaults and for the remuneration and expenses of the Receiver. The Mortgagee shall not be in any way responsible for any misconduct or negligence on the part of any Receiver and may, from time to time, fix the remuneration of every Receiver and be at liberty to direct the payment thereof from proceeds collected.

(b) Nothing contained herein or in this Mortgage and nothing done by the Mortgagee or by a Receiver shall render the Mortgagee a Mortgagee in possession or responsible as such.

(c) All monies received by the Receiver, after providing for payment and charges ranking prior to this Mortgage and for all costs, charges and expenses of or incidental to the exercise of any of the powers of the Receiver as hereinafter set forth, shall be applied in or towards satisfaction of the monies owing pursuant to this Mortgage.

(d) The Receiver so appointed shall have power to:

(i) take possession of, collect and get in the property, rents and profits, charged by this Mortgage to the Mortgagee and for that purpose to take any proceedings, be they legal or otherwise, in the name of the Mortgagor or otherwise,

(ii) carry on or concur in carrying on the business which the Mortgagor is conducting on and from the Lands, and

(iii) lease or re-lease all or any portion of the Lands and for this purpose to execute contracts in the name of the Mortgagor which said contracts shall be binding upon the Mortgagor.

(e) The rights and powers conferred by this paragraph are supplemental to and not in substitution for any other rights which the Mortgagee may have from time to time.

(f) The Mortgagor hereby irrevocably appoints the Mortgagee and any Receiver appointed as aforesaid to be its attorney, if the security hereby granted becomes enforceable, in its name and on its behalf to execute and perform any conveyances, assurances and things which the Mortgagor ought to execute and perform under the covenants herein contained and generally to use the name of the Mortgagor in the exercise of any of the powers hereby conferred on the Mortgagee and any Receiver and, without limiting the generality of the foregoing, the Mortgagee and Receiver appointed as aforesaid are hereby appointed pursuant to Section 115 of the *Alberta Land Titles Act* as the Mortgagor's attorney to execute and deliver, under the seal of the Mortgagor, or by the hand and under the seal of the Mortgagee or the Receiver, any and all transfers, deeds, mortgages, discharges, postponements and any and all other documents which the Mortgagee or the Receiver deem it expedient to execute or deliver.

(g) The Receiver appointed hereunder shall not be obligated to take possession or control of the whole of the business of the Mortgagor. Rather, the Mortgagee's right to appoint shall be restricted to the Lands and the rents, profits and any business deriving therefrom.

ARTICLE 7

7.1 Assignment of Rents and Leases

The Mortgagor covenants and agrees:

(a) it hereby fully and absolutely assigns, transfers and sets over to the Mortgagee:

(i) all of the rents with respect to the Lands which are now or in the future due or accruing due and payable or to be paid, including, without restriction, the rents payable under the Leases, and

(ii) all of the Landlord's benefits, advantages and rights (but not the obligations) in all Leases and the legal authority to enforce each and every of those benefits, advantages and rights in all Leases;

(b) this Assignment shall be effective during the currency of the Mortgage;

(c) nothing contained herein shall be deemed to have the effect of making the Mortgagee responsible for the collection of the rents, or any part thereof, or for the performance of any Landlord's or Lessor's obligations (covenant, term or condition) in any Lease;

(d) the Mortgagee shall, at its option, be entitled to enforce and rely upon this Assignment upon the occurrence of an Event of Default;

(e) the Mortgagee shall not, by reason of this section or by reason of any steps, actions, distress or other proceedings taken to enforce any of the rights granted to it hereunder, be deemed to be or will be a Mortgagee in possession of the Lands or any part thereof;

(f) the Mortgagee shall be liable only to account to the Mortgagor for such monies as may be actually received by the Mortgagee. The Mortgagee agrees that such monies, when received, shall be applied on account of the Mortgage Monies;

(g) neither this Assignment or anything contained herein shall bind the Mortgagee to recognize any Lease, nor in any way render the interest of the Mortgagee in the Lands subject to any such Lease. All remedies now or hereafter available to the Mortgagee as described in this Mortgage or in any Collateral Security granted to the Mortgagee by the Mortgagor are hereby reserved to the Mortgagee and may be exercised notwithstanding any Lease or this Assignment;

(h) the Mortgagor hereby acknowledges that this Assignment constitutes and creates interests in land in favour of the Mortgagee and the Mortgagor agrees that the Mortgagee or its agent may forthwith register this Assignment at such registry offices as the Mortgagee or its agent may in their discretion deem appropriate;

(i) as of the date of execution of this Mortgage it has the right to assign the Leases to the Mortgagee as collateral security for repayment of the Mortgage Monies and, has not previously assigned the Leases, the rents payable thereunder or any interest therein except as set out in the Permitted Encumbrances;

(j) to faithfully perform any Lessor's covenants which it may have undertaken or which it may undertake under any Lease and neither do, nor neglect to do, nor permit to be done, any act (other than pursuing the enforcement of the terms of such Lease in the exercise of the Lessor's remedies thereunder following default on the part of any Lessee in the performance of its prescribed obligations) which may cause the material modification or the termination of any Lease, or of the obligations of any Lessee or any person claiming through such Lessee or which may diminish or impair the value of any Lease, or the rents provided for therein, or the interest of the Lessor or of the Mortgagee therein or thereunder; and

(k) in the ownership, operation and management of the Lands, the Mortgagor will observe and comply with all applicable Federal, Provincial and local bylaws, statutes, ordinances and regulations, orders and restrictions including without limitation, all zoning and building codes affecting the Lands.

ARTICLE 8

8.1 Expropriation and Condemnation

(a) If the Lands or any part thereof be condemned under any power of eminent domain or be acquired by expropriation for any public use or quasi-public use, the damages, proceeds, consideration and award for such acquisition, to the extent of the full amount of the Mortgage Monies and obligations secured hereby remaining unpaid, are hereby assigned by the Mortgagor and shall be paid forthwith to the Mortgagee and its successors and assigns. If a portion only of the Lands be taken in the expropriation without resulting damage to the buildings and improvements or any part thereof, or if a portion of the Lands shall be taken in such expropriation proceedings with resulting damage to the buildings and improvements and the amount of the award made therein is based on a determination that the portion of the buildings and improvements remaining on the portion of the Lands not so taken can practicably be rehabilitated then the provisions of this Mortgage relating to insurance proceeds in case of loss or damage shall apply to the award in the said expropriation and the same shall be applied accordingly.

(b) The Mortgagor acknowledges that it is aware of the provisions of Sections 49 and 52 of the *Expropriation Act* (Alberta) and any amendments thereto (dealing with the situation where, in the event of an expropriation of Lands subject to a security interest, the amount owing to the security holder is greater than the market value of the interest in the expropriated land) and hereby waives the benefit of such provisions or any legislation similar thereto or in replacement thereof and in addition the Mortgagor covenants to pay to the Mortgagee the difference between the Mortgagee Monies and the monies paid by the expropriating authority to the Mortgagee together with interest thereon at the Interest Rate both before maturity as provided herein and after maturity, default, acceleration and the obtaining of any judgment by the Mortgagee.

(c) Any monies awarded in connection with any condemnation or expropriation to all or any part of the Lands, to the extent of the full amount of the Mortgage Monies, are herewith assigned by the Mortgagor and shall be paid forthwith to the Mortgagee, its successors and assigns.

ARTICLE 9

9.1 Interpretation

Wherever the singular number or masculine gender is used in this instrument the same shall be construed as including the plural and feminine and neuter respectively where the fact or context so requires. Where this Mortgage is granted by more than one party (Mortgagor), then all agreements, promises, covenants and obligations are and shall be joint and several and shall be construed and enforced as such. The respective heirs, executors, administrators, successors and permitted assigns of any party granting this Mortgage are jointly and severally bound by the covenants, agreements, promises and obligations herein contained. The covenants, agreements, promises and obligations herein stated shall be in addition to those granted or implied by statute. The headings contained in this Mortgage are for convenience of reference only and will not be construed so as to limit or restrict the obligations of the Mortgagor or the rights and remedies of the Mortgagee herein.

9.2 Permitted Encumbrances

The parties acknowledge that this Mortgage is to be registered subject only to the Permitted Encumbrances.

9.3 Renewal or Extension

In the event that the Mortgagee shall agree to renew or extend the term of this Mortgage, such renewal or extension agreement need not be registered against the title to the Lands, but the agreement shall be binding upon the Mortgagor, its assignees and all subsequent mortgagees, encumbrancers or other parties claiming an interest in the Lands. Such agreement shall take priority as against such assignees and subsequent mortgagees, encumbrancers and other parties. It is expressly acknowledged that such agreement may increase the rate of interest chargeable hereunder.

9.4 Notices

(a) All notices, requests, demands, pleadings, judicial documentation and any other communications required to be served or given by the terms of this Mortgage or by the Rules of Court of Alberta, *The Judicature Act* (Alberta), and any amendments thereto, *The Law of Property Act* (Alberta), and any amendments thereto, as a result of a default by the Mortgagor, including but not restricted to any Statement of Claim issued by the Mortgagee or a Mortgagee's Notice of Motion requesting enforcement of its rights hereunder (the "**Notice**"), shall be sufficiently served either personally or by prepaid registered mail addressed to the Mortgagor at the Mortgagor's Address or, if to the Mortgagee, at the Mortgagee's Address. The Notice shall be conclusively deemed to have been received by the addressee five (5) Business Days after mailing thereof as aforesaid; provided that in the case of any real or reasonably apprehended interruption of the mail, service may be by telegraph, telex, or other operative form of electronic written telecommunication (in which case the addressee shall be conclusively deemed to have received the same on the day upon which, in the ordinary course of such telecommunication, the same would have been received).

(b) No want of notice or publication when required by this Mortgage or by any statute nor any impropriety nor irregularity shall invalidate any sale made or purported to be made under this Mortgage.

9.5 Receipt Acknowledged

The Mortgagor acknowledges receipt of a true copy of this Mortgage.

9.6 Prepayment

The Mortgagor has the privilege of prepaying the Mortgage Monies, in full or in part, without penalty. Such prepayment shall be applied firstly against any outstanding fees, secondly against any outstanding interest and thirdly against any outstanding principal, in reverse order of maturity.

9.7 Assumption and Amendment

The Mortgagor, together with any other party who becomes liable hereunder shall continue to be liable under this Mortgage until all of the Mortgage Monies have been paid in full notwithstanding:

(a) the assumption of the Mortgage by any party, with or without the consent of the Mortgagee or Mortgagor; and

(b) any amendment or modification of the terms or covenants contained herein with or without the consent of the Mortgagee or the Mortgagor.

9.8 Unenforceable Terms

If any term, covenant or condition of this Mortgage or the application thereof to any party or circumstance shall be invalid or unenforceable to any extent the remainder of this Mortgage or application of such term, covenant or condition to a party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of this Mortgage shall be valid and shall be enforceable to the fullest extent permitted by law.

9.9 General

Any payment of Mortgage Monies must be received by the Mortgagee at the Mortgagee's Address by 12:00 noon (Edmonton time) on a Business Day, failing which such payment will be deemed to be received on the next Business Day.

9.10 Legal Fees

The Mortgagor agrees that it shall be responsible for all legal expenses (on a solicitor and own client full indemnity basis) of the Mortgagee with respect to the preparation of this Mortgage and shall pay the same to the Mortgagor upon execution of this Mortgage.

9.11 Collateral Security

(a) This Mortgage is given and taken as general and continuing collateral security to secure payment and performance of the Mortgage Monies and this Mortgage shall obtain priority over such amounts notwithstanding that at any time or from time to time there may not be any Mortgage Monies then outstanding or the amount of the Mortgage Monies may fluctuate from time to time. It is acknowledged by the Mortgagor that if the Mortgagee extends a revolving line of credit to the Mortgagor, this Mortgage may be held as collateral security for such revolving line of credit up to the Principal Amount specified above. The accounts and records of the Mortgagee shall, in the absence of manifest error, constitute prima facie evidence of the amount of Mortgage Monies outstanding and owing from time-to-time by the Mortgagor to the Mortgagee.

(b) In addition to this Mortgage, the Mortgagor shall execute and deliver to the Mortgagee the Collateral Security. None of the rights or remedies of the Mortgagee under this Mortgage or under the Collateral Security shall be merged in, waived, delayed, impaired, prejudiced or suspended by any such additional security or any act of the Mortgagee pursuant thereto.

(c) A default in the due observance or performance by the Mortgagor of any of its covenants or obligations to the Mortgagee whether in this Mortgage, the Promissory Note, the Collateral Security or any other securities which may now or at any time be held or taken by the Mortgagee will, in addition to its usual effect, have the same effect and give rise to the same rights and remedies as a default under the terms of this Mortgage. If the Mortgagee becomes entitled to take legal proceedings of any nature whatsoever against the Mortgagor in respect of this Mortgage or in respect of the Collateral Security or other securities, the Mortgagee may either concurrently with such suit, successively or otherwise, pursue any or all of its other remedies. If the Mortgagee pursues one or other of the said remedies this will not constitute an election by the Mortgagee to abandon any of the other remedies.

9.13 Due on Sale

If, without the prior written consent of the Mortgagee, the Mortgagor sells, conveys, encumbers, transfers or assigns all or any part of its interest in the Lands, the full amount secured by this Mortgage shall, at the option of the Mortgagee, become immediately due and payable upon notice to the Mortgagor. The giving or withholding of consent shall be solely within the Mortgagee's discretion and as a condition of consent the Mortgagee may require or impose such conditions as it sees fit, including but not limited to the requirement that any purchaser, transferee or assignee execute an assumption agreement in favour of the Mortgagee on such terms and conditions as the Mortgagee may require.

9.14 Charge

For better securing to the Mortgagee repayment of the Principal Sum, interest and the Mortgage Monies and other charges and monies hereby secured and for the due performance of all covenants, provisos, and conditions herein expressed or implied, the Mortgagor hereby mortgages and charges to and in favour of the Mortgagee all of its respective right, title, estate and interest in the Lands.

[*Signature page follows.*]

IN WITNESS WHEREOF, the Mortgagor has executed this Mortgage on the 13 day of June, 2023.

T "N" T TANK & TRAILER REPAIR GRANDE PRAIRIE GP LTD. by its Court-appointed interim receiver and manager, Ernst & Young Inc., in its capacity as Court-appointed interim receiver and manager and not in its personal capacity

Per: ______________________ c/s

Name: NEIL NARFASON

Title: PRESIDENT

____

Robert A. Law
Barrister & Solicitor

SCHEDULE A

LANDS & PERMITTED ENCUMBRANCES

Lands:

PLAN 1026334
BLOCK 1
LOT 1A
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 8.439 HECTARES (20.85 ACRES) MORE OR LESS

Permitted Encumbrances:

Those encumbrances registered against title to the Lands, and each of them, as of the date hereof.

AFFIDAVIT VERIFYING CORPORATE SIGNING AUTHORITY

CANADA	)	I, NEIL NARFASON
PROVINCE OF ALBERTA	)	of Calgary, in the Province of Alberta
TO WIT:	)	MAKE OATH AND SAY THAT :

1. I am an officer or director of Ernst & Young Inc. (the "Corporation") named in the within or annexed instrument.

2. I am authorized by the Corporation to execute the instrument without affixing a corporate seal.

SWORN before me at the City of Calgary in the Province of Alberta this 13 day of June, 2023.

Reagan Munro

A COMMISSIONER FOR OATHS
IN AND FOR ALBERTA

REAGAN L. MUNRO
STUDENT-AT-LAW

AFFIDAVIT OF EXECUTION

CANADA	)	I, Robert Law
PROVINCE OF ALBERTA	)	of Calgary, in the Province of Alberta
TO WIT:	)	MAKE OATH AND SAY THAT :

1. I was personally present and did see Neil Narfason named in the within instrument, who is personally known to me to be the person named therein, duly sign, seal and execute the same for the purpose named therein.

2. The same was executed at the City of Calgary, in the Province of Alberta, and that I am the subscribing witness thereto.

3. I know the said Neil Narfason who is in my belief of the full age of eighteen years.

SWORN before me at the City of Calgary in the Province of Alberta this 13 day of June, 2023.

Reagan Munro

A COMMISSIONER FOR OATHS
IN AND FOR ALBERTA

REAGAN L. MUNRO
STUDENT-AT-LAW

LAND TITLES ACT

COLLATERAL MORTGAGE

WHEREAS:

A. The Mortgagor is or is entitled to become the registered owner of the Lands;

B. The Mortgagor has executed the Promissory Note in favour of the Mortgagee wherein the Mortgagee has agreed to lend up to the Principal Sum to the Mortgagor; and

C. As collateral security for the payment of the Principal Sum and the performance of the covenants and obligations of the Mortgagor to the Mortgagee to be performed from time to time, the Mortgagor has agreed to grant, execute and deliver this Mortgage in favour of the Mortgagee.

NOW THEREFORE, the Mortgagor and Mortgagee covenant each with the other as follows:

ARTICLE 1

1.1 Definitions

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

(a) "**Act of Release**" includes the noun or verb form of spill, discharge, spray, inject, abandon, deposit, leak, seep, pour, emit, empty, throw, dump, place, exhaust and words of like or similar meaning;

(b) "**Advance Date**" means the date in which monies are first advanced to the Mortgagor by the Mortgagee pursuant to the Promissory Note;

(c) "**Assignment**" means the assignment of rents and leases contained in Section 7.1 herein;

(d) "**Business Days**" means days other than Saturdays, Sundays and statutory or civic holidays in Alberta;

(e) "**Collateral Security**" means the additional and collateral security, if any, which is required by the Mortgagee to be granted by the Mortgagor, pursuant to the provisions of, or in connection with, this Mortgage or the Promissory Note, including but not limited to a general security agreement granted by the Mortgagor in favour of the Mortgagee;

(f) "**Promissory Note**" means the promissory note in the amount of the Principal Sum granted by the Mortgagor in favour of the Mortgagee dated the date hereof, as the same may be amended, restated or replaced from time to time;

(g) "**Event of Default**" means the occurrence of any one or more of the following events:

(i) a default in the payment of any money secured hereby or any part thereof with such default continuing for ten (10) calendar days following written notice by the Mortgagee requiring the Mortgagor to pay the same;

(ii) a default by the Mortgagor in the observance or performance of any of the terms, conditions, obligations or liabilities of the Mortgagor to the Mortgagee contained in this Mortgage or in the Collateral Security or in any other security or agreements executed and delivered by the Mortgagor to the Mortgagee (other than a default in the payment of any money secured hereby) that is not cured within ten (10) calendar days of receipt of written notice from the Mortgagee in respect thereof, or, in the case of any such default which would reasonably require more than ten (10) calendar days to rectify, unless the Mortgagor shall commence rectification within the said ten (10) calendar days or provide the Mortgagee with a reasonable schedule for rectification within the said ten (10) calendar days and, thereafter, promptly, diligently and continuously proceed with the rectification of any such material default;

(iii) if any warranty, representation or statement made or furnished to the Mortgagee by or on behalf of the Mortgagor in respect of the Lands or the Mortgagor proves to have been false or misleading in any material respect when made or furnished;

(iv) an order being made or an effective resolution being passed for the winding up of the Mortgagor or a petition being filed for the winding up of the Mortgagor;

(v) the filing of a petition in bankruptcy against the Mortgagor, which is not being defended by the Mortgagor;

(vi) the Mortgagor abandons the Lands or any part thereof;

(vii) any proceeding with respect to the Mortgagor which is commenced by the Mortgagor under the *Companies Creditors Arrangement Act* or any successor legislation;

(viii) the Mortgagor ceases or threatens to cease to carry on its business or makes or threatens to make a proposal under the *Bankruptcy and Insolvency Act* or any successor legislation;

(ix) any execution, sequestration or other process of any Court becoming enforceable against the Mortgagor or a distress or analogous process being levied upon the property of the Mortgagor or any part thereof including but not limited to a builder's lien registered against the title to the Lands, which is not satisfied or discharged, as the case may be, within fifteen (15) calendar days from the date upon which the Mortgagor receives written notice of the same from the Mortgagee;

(x) if any charge or encumbrance created or issued by the Mortgagor affecting the Lands becomes enforceable and any step is taken to enforce the same;

(xi) if any other mortgagee, encumbrance or other party having a charge on the Lands commences proceedings to enforce its rights or security in such mortgage, encumbrance or charge;

(xii) if the Mortgagor grants or attempts to grant any form of security to any person other than the Mortgagee ranking or purporting to rank in priority to or equally with the security held by the Mortgagee on the Lands; or

(xiii) if for any other reason the Mortgagee determines that its security under this Mortgage is in jeopardy;

(h) "**Hazardous Substances**" means any substance which is hazardous to persons or property and includes, without limiting the generality of the foregoing:

(i) radioactive materials;

(ii) explosives;

(iii) any substance that, if added to any water, would degrade or alter or form part of a process of degradation or alteration of the quality of that water to the extent that it is detrimental to its use by man or by any animal, fish or plant;

(iv) any solid, liquid, gas or odour or combination of any of them that, if emitted into the air, would create or contribute to the creation of a condition of the air that:

(A) endangers the health, safety or welfare of persons or the health of animal life;

(B) interferes with normal enjoyment of life or property; or

(C) causes damage to plant life or to property;

(v) toxic substances including, without restriction, urea formaldehyde foam insulation, asbestos and poly-chlorinated biphenyls;

(vi) contaminants, dangerous substances, gasoline, oil, liquid wastes, industrial wastes and whole liquid wastes; and

(vii) wastes, materials and substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority having jurisdiction over the Mortgagor, the Mortgagee or the Lands;

(i) "**Interest Rate**" means, ten percent (10%) per annum, with such amounts calculated daily and compounded monthly, both before and after maturity, default and judgment;

(j) "**Lands**" means that parcel or parcels of land situate in the Province of Alberta and legally described in Schedule A attached hereto, together with all improvements of every kind whether or not affixed thereto, including without limiting the generality of the foregoing, all buildings, erections, improvements, machinery and plant, furnaces, boilers, elevators, escalators, mobile homes, plumbing, air conditioning, ventilating, refrigerating equipment, water heaters, wall to wall carpeting, plate glass, storm doors, storm windows, screens and screen doors and all apparatus and equipment appurtenant thereto whether movable or stationary, with all proper, usual and necessary gears, tools, accessories, equipment and appliances, which are now or may hereafter be placed or installed thereupon;

(k) "**Lease**" means all agreements, whether in existence now or in the future, including, without restriction, leases, offers to lease, tenancy agreements, rental agreements, wherein, the Lands or any portion thereof, are occupied by a tenant who is required to pay rent, without limitation, to a property manager, to a leasing agent or to the registered owner of the Lands;

(l) "**Maturity Date**" means that date on which the Mortgagor receives a demand for repayment from the Mortgagee or such other date that the Mortgagee and Mortgagor agree to in writing from time-to-time;

(m) "**Mortgage**" means this Mortgage together with all the recital clauses and the attached schedules;

(n) "**Mortgage Monies**" means all amounts owing to the Mortgagee by the Mortgagor from time-to-time, whether present or future, direct or indirect, absolute or contingent, matured or not, and however arising, and including, without limitation, the Principal Sum with interest thereon, as applicable, at the Interest Rate, together with all other monies secured by this Mortgage, including without restriction, any advances, fees or expenses made or incurred by the Mortgagee according to Section 5.4 hereof;

(o) "**Mortgagee**" means FREDERICK NORTH;

(p) "**Mortgagee's Address**" means 600 McLennan Ross Building, 12220 Stony Plain Road, Edmonton, AB T5N 3Y4 (Attention: Gary Zimmerman and James McTague), or such other address as the Mortgagee shall from time to time direct;

(q) "**Mortgagor**" means VENTURES NORTH FINANCIAL GROUP INC., by its Court-appointed interim receiver and manager, Ernst & Young Inc.;

(r) "**Mortgagor's Address**" means 2200 – 215, 2nd Street SW, Calgary Alberta T2P 1M4, or such other address as the Mortgagor shall from time to time direct;

(s) "**Notice**" has the meaning ascribed thereto in Section 9.4 hereof;

(t) "**Permitted Encumbrances**" means those encumbrances described in Schedule A attached hereto;

(u) "**Principal Sum**" means the sum of NINE HUNDRED THOUSAND ($900,000.00) DOLLARS in lawful money of Canada;

(v) "**Prior Charge**" means any mortgage, lien, agreement for sale, encumbrance, interest in land or other charge or claim upon or with respect to the Lands which has or may have or which may acquire priority to this Mortgage, including, without restriction, the Permitted Encumbrances;

(w) "**Real Estate Taxes**" means all taxes, local improvement charges, rates, assessments, levies, liens and penalties which are now or may hereafter be imposed or charged or be chargeable against or payable in respect of the Lands and shall include any levy or mortgage tax or principal and interest tax imposed or which may be imposed on this Mortgage or on the Mortgagee in respect of this Mortgage or on the monies secured by this Mortgage or on the Lands, but excluding income taxes;

(x) "**Receiver**" means any person or persons appointed by the Mortgagee according to Section 6.1 herein and includes a receiver, and a receiver and a manager; and

(y) "**Term**" means the period from the Advance Date to and including the Maturity Date.

ARTICLE 2

2.1 Loan of Principal Sum

The Mortgagor agrees to lend up to the Principal Sum to the Mortgagor upon the terms and conditions contained herein.

2.2 Repayment

The Mortgagor shall pay the whole of the Mortgage Monies to the Mortgagee on the Maturity Date.

2.3 Payment of Interest

The Mortgagor shall pay to the Mortgagee interest at the applicable Interest Rate in the manner aforesaid on the Mortgage Monies or on so much thereof as shall from time to time remain unpaid, which interest will accrue as payment-in-kind interest and will be capitalized to the balance of the unpaid balance of the Principal Sum outstanding hereunder from time-to-time.

ARTICLE 3

3.1 Insurance

(a) The Mortgagor shall forthwith insure the Lands and during the continuance of this Mortgage keep insured in favour of the Mortgagee to the extent of the full insurable value of the Lands in lawful money of Canada with an insurer licensed in Canada against:

(i) loss or damage by fire, windstorm, hail, lightning, explosion, riot, impact by aircraft or vehicles, smoke damage and, to the extent available, flooding and earthquake; and

(ii) to the extent applicable and available, against loss or damage caused by the explosion of any steam boiler or other object generating or operated by steam and/or any closed circulation hot water system and/or any pressure vessel or by the escape of water from any sprinkler system or other piping within or operated upon the Lands, such policies of insurance to contain the usual "Extended Coverage" and "Replacement Cost" endorsements.

(b) Further, the Mortgagor will maintain:

(i) general comprehensive liability insurance against claims for personal injury, death or property damage occurring on or about the Lands, such insurance to afford protection in such amounts as a reasonable and prudent owner would carry; and

(ii) rental or business interruption insurance in such amounts as a reasonable and prudent owner would carry.

(c) The Mortgagee may, upon the occurrence of an Event of Default, effect such insurance as deemed necessary by the Mortgagee.

(d) The Mortgagor will not do or permit anything to be done whereby the said policy or policies of insurance may be voided, and will pay all premiums and sums of money necessary for maintaining every such insurance as aforesaid, as the same become due, and will assign and deliver unto the Mortgagee the policy or policies of insurance and the receipt or receipts relating thereto.

(e) The policies shall to the extent applicable, bear endorsements in a form satisfactory to the Mortgagee making all proceeds thereunder payable to the Mortgagee as first loss payee or otherwise as its interest may appear. All policies shall contain the Insurance Bureau of Canada standard mortgage clause.

(f) The policies of insurance and renewals thereof, if applicable, shall be delivered to the Mortgagee at such times as are requested by the Mortgagee, but without limitation, evidence of renewal shall be delivered, in no event, not less than thirty (30) calendar days prior to expiration of the insurance.

(g) The Mortgagee may, in the event of failure by the Mortgagor to deliver policies or renewals thereof to the Mortgagee as herein provided, effect and maintain any insurance herein provided for. Any amount or amounts paid by the Mortgagee in respect thereof shall be payable by the Mortgagor to the Mortgagee forthwith on demand, and shall be added to the Principal Sum and will accrue interest at the Interest Rate as if the money were interest in arrears and shall bear interest at the Interest Rate until payment is received by the Mortgagee. Such interest shall run from the date of payment by the Mortgagee and shall be added to the Principal Sum and be a charge upon the Lands until it is repaid with interest as aforesaid. However, nothing set out herein shall obligate the Mortgagee to obtain such insurance and doing so is solely at the option of the Mortgagee.

(h) The Mortgagor will pay all premiums and sums of money necessary to obtain and maintain such insurance as the same become due and, if requested by the Mortgagee, will immediately after payment deliver to the Mortgagee the receipts therefor.

(i) The Mortgagor shall forthwith on the happening of any loss or damage, furnish at its own expense all necessary proofs and do all necessary acts to enable the Mortgagee to obtain payment of the insurance monies it is entitled to under any policy or policies of insurance, and all such monies received by virtue of any such policy or policies of insurance may, at the option of the Mortgagor:

 (i) be forthwith applied in or towards substantially rebuilding, reinstating and repairing the Lands;

 (ii) be applied in or towards the payment of the Principal Sum until the whole of the Principal Sum shall be paid and in case of a surplus then, in or towards payment of any interest that may be accrued due;

 (iii) be paid over in whole or in part to the Mortgagor but no such payment shall operate as payment or a novation of the Mortgagor's indebtedness hereunder or as reduction of this Mortgage; or

 (iv) be applied partly in one way and partly in another as the Mortgagor in its sole discretion may determine.

Pending application of the insurance monies for the purpose aforesaid, the same shall be deemed to form part of the Lands and be subject to the charge hereby created. To ensure that the Mortgagee may so apply such insurance monies in the manner aforesaid, the Mortgagor assigns and releases to the Mortgagee all rights of the Mortgagor to receive the insurance monies and expressly waives all rights and benefits, to the extent that the same is permitted by law, pursuant to any legislation which provides for a contrary application of such insurance monies.

(j) The Mortgagor hereby constitutes and appoints the Mortgagee as its attorney for the purpose of demanding, recovering and receiving payment of all insurance monies to which it may become entitled. Without limiting the generality of the foregoing, the Mortgagee may, in the name of the Mortgagor, file proofs of claim with any insurer who insures the Lands, settle or compromise any claim for insurance proceeds in respect of the Lands, commence and prosecute any action for recovery of insurance proceeds in respect of the Lands, and settle or compromise any such action. Notwithstanding the foregoing, it will remain the Mortgagor's responsibility to demand, recover and receive such payments and nothing herein will render the Mortgagee liable to the Mortgagor for any act done by it in pursuance of the power of attorney granted in this paragraph (j) or for its failure to do any act or take any step permitted herein.

3.2 Payment of Real Estate Taxes

The Mortgagor shall pay as they become due all Real Estate Taxes, provided that:

(a) the Mortgagor will transmit to the Mortgagee all assessment notices, tax bills and other notices affecting the imposition of Real Estate Taxes forthwith after receiving the Mortgagee's written request for the same; and

(b) if the Mortgagor fails to make payment of the Real Estate Taxes on the applicable due dates, the Mortgagee may pay all Real Estate Taxes in order to perfect the title to the Lands or any part thereof and to make or keep this Mortgage a charge thereon and any amount or amounts paid by the Mortgagee in respect thereof shall be payable by the Mortgagor to the Mortgagee within 30 days of the Mortgagor's receipt of written demand for payment and shall be added to the Principal Sum and will accrue interest at the Interest Rate as if the money were interest in arrears and shall bear interest at the Interest Rate until payment is received by the Mortgagee (such interest to run from the date of payment by the Mortgagee) and shall be added to the Principal Sum and be a charge upon the Lands until repaid with interest as aforesaid, provided however nothing set out herein shall oblige or obligate the Mortgagee to pay such Real Estate Taxes and doing so is solely at the option of the Mortgagee.

3.3 Maintenance and Repair of the Lands

(a) The Mortgagor will not commit or permit any act of waste upon the Lands nor do or permit to be done any act which may impair the value thereof.

(b) The Mortgagor will take good and reasonable care of the Lands all buildings and/or structures and improvements now or hereafter from time to time erected on the Lands and without cost and expense to the Mortgagee will manage, operate, maintain and keep or cause the same to be kept in good order, repair and condition throughout, both exterior and interior, structural or otherwise, and promptly will make all required or necessary repairs and replacements thereto, including without limitation, the roof, walls, foundations and appurtenances, pipes and mains, and all other fixtures, machinery, facilities and equipment that belong to or are used in connection with the Lands, all of the foregoing to the extent that a prudent owner would do.

(c) The Mortgagee by its agents, solicitors or inspectors may enter upon the Lands at any reasonable time to view the state of repair.

(d) If in the opinion of the Mortgagee the Lands or any part thereof are not in a proper state of repair it may serve notice upon the Mortgagor to make such repairs or replacements as the Mortgagee deems proper within a time limited by such notice. If the Mortgagor fails to comply with such notice such failure will constitute a breach of covenant hereunder and in such event the Mortgagee or its agents, employees or contractors may enter upon the Lands and proceed to repair as provided in this Mortgage and will have all the remedies set forth herein.

(e) The Mortgagor will pay and discharge when due all claims of and obligations to labourers, builders, material suppliers and others and all other claims, debts and obligations which by the laws of Canada or of the Province of Alberta have or might have priority over the security hereby created, and will provide the Mortgagee with the receipts therefor.

3.4 Alterations or Additions

The Mortgagor shall not make, or permit to be made, any alterations or additions in or to the Lands which would reduce the value thereof without the consent of the Mortgagee and the Mortgagor shall not use the Lands or permit them to be used except in accordance with applicable laws.

3.5 Hazardous Substances

The Mortgagor represents, covenants and warrants to and in favour of the Mortgagee that:

(a) neither the Mortgagor, nor, to the knowledge of the Mortgagor after diligent inquiry and investigation, any other person, has ever caused or permitted any Hazardous Substances to be placed, handled, stored or disposed of on, under or at the Lands, or on, under or at adjacent lands, except as disclosed to the Mortgagee in writing;

(b) it shall not allow the Lands to be utilized in any manner in contravention of any applicable laws intended to protect the environment, including without limitation, laws respecting the disposal and emission of Hazardous Substances;

(c) to the extent that Hazardous Substances are placed, held, located or disposed of on, under or at the Lands in accordance with the terms hereof, the Mortgagor shall:

(i) comply with, or cause to be complied with, all applicable laws and regulations relating to the use, storage and disposal of the Hazardous Substances,

(ii) at the request of the Mortgagee, provide evidence to the Mortgagee of compliance with all applicable laws and regulations, such evidence to include inspection reports and such tests as the Mortgagee may reasonably require, all at the expense of the Mortgagor, and

(iii) in the event of an Act of Release, the Mortgagor will promptly take any and all necessary remedial action; provided, however, that the Mortgagor will not, without the Mortgagee's prior written consent, take any such remedial action nor enter into any settlement agreement, consent decree, or other compromise in respect of any related claims, proceedings, lawsuits or action commenced or threatened pursuant to any environmental, health or safety laws or in connection with any third party, if such remedial action, settlement, consent or compromise might impair the value of the Mortgagee's security hereunder. The Mortgagee's prior consent will not, however, be necessary if the release either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not possible to obtain the Mortgagee's consent prior to undertaking such action. If the Mortgagor undertakes any remedial action the Mortgagor will immediately notify the Mortgagee of any such remedial action in compliance with all applicable federal, provincial and municipal laws and by-laws, and in accordance with the orders and directives of all federal, provincial and municipal governmental authorities, to the satisfaction of the Mortgagee.

3.6 Indemnity

(a) The Mortgagor hereby indemnifies and saves harmless the Mortgagee and its successors and assigns from and against any and all losses, liabilities, damages, costs and expenses of any kind whatsoever including, without limitation:

(i) the costs of defending, counter-claiming or claiming against third parties in respect of any action or matter including legal fees, costs and disbursements on a solicitor and his own client basis and at all court levels;

(ii) any cost, liability or damage arising out of a settlement of any action entered into by the Mortgagee with or without the consent of the Mortgagor; and

(iii) the costs of repair, clean-up or restoration paid by the Mortgagee and any fines levied against the Mortgagee,

which at any time or from time to time may be paid, incurred or asserted against the Mortgagee, as to a direct or indirect result of (1) the presence of Hazardous Substances on or under the Lands as a result of the acts or omissions of the Mortgagor of those for whom it is responsible at law, or (2) the escape, seepage, leakage, spillage, discharge, emission or release of Hazardous Substances from the Lands onto any other lands, into the atmosphere or into any water as a result of the acts or omissions of the Mortgagor of those for whom it is responsible at law. This indemnification shall survive the satisfaction, release or enforcement of the Mortgage and the full repayment of the Mortgage Monies and shall apply notwithstanding any negligent or other contributory conduct by or on the part of the Mortgagee or any one or more other parties or third parties;

(b) The Mortgagee, or agent of the Mortgagee, may, at any time, before and after default, and for any purpose deemed necessary by the Mortgagee, enter upon the Lands to inspect the Lands and buildings thereon. Without in any way limiting the generality of the foregoing, the Mortgagee (or its respective agents) may enter upon said Lands to conduct any environmental testing, site assessment, investigation or study deemed necessary by the Mortgagee and the reasonable cost of such testing, assessment, investigation or study, as the case may be, with interest at the Interest Rate, shall be payable by the Mortgagor forthwith and shall be a charge against the said Lands. The exercise of any of the powers enumerated in this clause shall not deem the Mortgagee, its respective agents to be in possession, management or control of the said Lands.

ARTICLE 4

4.1 Mortgagor's Representations and Warranties

The Mortgagor represents and warrants to the Mortgagee that:

(a) the Mortgagor has a good title to the Lands;

(b) the Lands are free from all encumbrances except the Permitted Encumbrances;

(c) the Mortgagor has the right to mortgage the Lands;

(d) the Mortgagor will execute such further assurances with respect to the Lands as may be required by the Mortgagee; and

(e) the Mortgagor has done no act to encumber the Lands in priority to this Mortgage (except the Permitted Encumbrances).

ARTICLE 5

5.1 Default

Upon the occurrence of an Event of Default under this Mortgage, the security of this Mortgage will, at the option of the Mortgagee, immediately become enforceable and may be enforced without the requirement of any further notice from the Mortgagee to the Mortgagor and:

(a) the Mortgagee may, at its option, and at the Mortgagor's expense and when and to such extent as the Mortgagee deems advisable, observe and perform or cause to be observed and performed any covenant, agreement, proviso or stipulation contained herein;

(b) the Mortgagee may send or employ an inspector or agent to inspect and report upon the value, state and condition of the Lands and a solicitor to examine and report upon the title to the same;

(c) the Mortgagee may enter into possession of the Lands, either by itself or its agent, and whether in or out of possession collect the rents and profits thereof, and make any demise or lease of the Lands or any part thereof for such terms, periods, and at such rent as the Mortgagee shall think proper;

(d) it shall and may be lawful for, and the Mortgagor does hereby grant full power, right and license to the Mortgagee to enter, seize and distrain upon the Lands or any part thereof, and by distress warrant to recover by way of rent reserved as in the case of demise of the premises as much of the Mortgage Monies as shall from time to time be or remain in arrears and unpaid, together with all costs, charges and expenses attending such levy or distress, as in like cases of distress for rent;

(e) the Mortgagee may sell and dispose of the Lands with or without entering into possession of the same and with or without notice to the Mortgagor or any party interested in the Lands; and all remedies competent may be resorted to; and all the rights, powers and privileges granted to or conferred upon the Mortgagee under and by virtue of any statute or by this Mortgage may be exercised; and the Mortgagee may sell, transfer and convey any part of the Lands, on such terms of credit or part cash and part credit secured by contract or agreement for sale or mortgage, or otherwise, as shall appear to the Mortgagee most advantageous and for such prices as can reasonably be obtained therefor; and in the event of a sale on credit or for part cash and part credit, whether by way of contract for sale or by conveyance or transfer and mortgage, the Mortgagee is not to be accountable for or charged with any monies until the same shall be actually received in cash; and sales may be made from time to time on parts of the Lands to satisfy interest or parts of the Principal Sum overdue, leaving the Principal Sum or parts thereof to run with interest payable as aforesaid; and the Mortgagee may make any stipulations as to title or evidence or commencement of title or otherwise as the Mortgagee shall deem proper, and may buy in or rescind or vary any contract for sale; and on any sale or resale, the Mortgagee shall not be answerable for any loss occasioned thereby; and for any such purposes the Mortgagee may make and execute all agreements and assurances that the Mortgagee shall deem advisable or necessary; and in case of any sale held by the Mortgagee under and by virtue of the laws of the Province of Alberta under the power of sale herein contained shall prove abortive, the Mortgagee may take foreclosure proceedings in respect of the said Lands in accordance with the provisions of the laws of the Province of Alberta in that regard; and in the event of any deficiency on account of the Mortgage Monies secured by this Mortgage remaining due to the Mortgagee after realizing all of the said Lands by sale or otherwise then the Mortgagor will pay to the Mortgagee on demand the amount of such deficiency with interest at the rate aforesaid;

(f) the whole of the Mortgage Monies shall, at the option of the Mortgagee, become due and payable;

(g) the Mortgagee may exercise each of the foregoing powers without notice to the Mortgagor; and

(h) no waiver by the Mortgagee of the performance of any covenant, proviso, condition or agreement herein contained will take effect or be binding on the Mortgagee unless the same is expressed in writing by the Mortgagee or its duly authorized agent. Such waiver will not nullify such covenant, proviso, condition or agreement, affect its future enforcement or be a waiver of any subsequent breach of the same.

5.2 No Merger

The taking of a judgment or judgments on any covenant contained herein or on any covenant which is set forth in any other security for payment of the Mortgage Monies or performance of the obligations hereby secured, or the execution or registration of this Mortgage shall not operate as a merger of such covenant or affect the Mortgagee's right to interest at the Interest Rate set forth herein on any monies which are owing to the Mortgagee and such judgment shall provide that interest thereon shall be computed at the Interest Rate in the same manner as provided for herein until the judgment has been paid in full. All agreements and securities now or hereafter entered into by the Mortgagor with or in favour of the Mortgagee, including but not limited to the Collateral Security, will be in addition to and not in substitution for any agreements or security previously granted, unless expressly provided to the contrary therein.

5.3 Release

The Mortgagee may at any time release any part of the Lands, or any of the covenants and agreements herein contained either with or without any consideration therefor, and without being accountable either for the value thereof, or for any money except that which is actually received, and without thereby releasing or affecting any other of the Lands or any of the other covenants or agreements herein contained or releasing any other security including without restriction the Collateral Security.

5.4 Additional Charges

All proper solicitor's fees, inspector's, valuator's and surveyor's fees and expenses for maintaining this Mortgage as a valid and subsisting charge (subject only to the Permitted Encumbrances) on the Lands, together with all sums which the Mortgagee may and does from time to time advance, expend or incur hereunder as principal, insurance premiums, or Real Estate Taxes, or toward payment of any Prior Charge, or in maintaining, repairing, restoring or completing the Lands, and in inspecting, leasing, managing, or improving the Lands, including the price or value of any goods of any sort or description supplied to be used on the Lands, and in exercising or enforcing or attempting to enforce or in pursuance of any right, power, remedy or purpose hereunder or subsisting, and legal costs as between a solicitor and his own client full-indemnity basis, and also an allowance for the time, work and expenses of the Mortgagee, or of any agent, solicitor or servant of the Mortgagee, for any purpose herein provided or whether or not such sums are advanced or incurred with the knowledge, consent, concurrence or acquiescence of the Mortgagor or otherwise, are to be secured hereby and shall be a charge on the Lands, together with interest thereon at the Interest Rate, and all such monies shall be repayable to the Mortgagee on demand, except as herein otherwise provided. It is the express intention and agreement of the Mortgagor and Mortgagee that the Mortgagor shall fully and totally indemnify the Mortgagee for all costs, expenses, charges and monies of any nature whatsoever either directly or indirectly arising out of or associated with this Mortgage (including solicitor and own client costs on a full indemnity basis).

5.5 Right of Subrogation

In the event of the Mortgage Monies advanced hereunder or any part thereof being applied to the payment of any charge or encumbrance, the Mortgagee shall be subrogated to all the rights of, and stand in the position of and be entitled to all the equities of the party so paid whether such charge or encumbrance has or has not been discharged, and the decision of the Mortgagee as to the validity or amount of any advance or disbursement made under this Mortgage or of any claim so paid shall be final and binding on the Mortgagor.

5.6 Monies Received or Collected

The Mortgagee shall not be charged with any monies receivable or collectible out of the Lands or otherwise except those actually received, and all revenue of the Lands received or collected by the Mortgagee from any source other than payment by the Mortgagor may at the option of the Mortgagee be retained in a suspense account or used in maintaining or insuring or improving the Lands, or in payment of Real Estate Taxes or other charges against the Lands, or applied on the Mortgage account, and the Mortgagee shall not be under any liability to pay interest on any sums in a suspense account.

5.7 Discharge

Any discharge of this Mortgage shall be prepared by the solicitor of the Mortgagee at the cost of the Mortgagor to the extent permitted by law and the Mortgagee shall have a reasonable time after receipt of payment in full within which to have prepared and to execute such discharge. A tender of the Mortgage Monies shall entitle the Mortgagor to receive such discharge.

5.8 Exercise of Discretion

Any discretion, option, decision or opinion hereunder on the part of the Mortgagee shall be sufficiently exercised or formed if exercised, or formed by or subsequently ratified by an executive officer of the Mortgagee, or any officer or agent appointed by the Mortgagee company for that purpose.

5.9 Default under Prior Charge

If the Mortgagor defaults in the performance of the covenants, payments or conditions contained in a Prior Charge (if any), and the holder of such Prior Charge commences a legal action with respect to such Prior Charge that affects the Lands, then such default shall constitute a default hereunder and the Mortgage Monies shall, at the option of, and upon written notice by the Mortgagee, become forthwith due and payable. The Mortgagee shall be at liberty in the event of such default, but shall not be obligated, to pay any arrears or other sums payable under the Prior Charge, or pay off all or any portion of the principal and/or interest thereby secured (if any). Any amounts so paid by the Mortgagee shall:

(a) be added to the Mortgage Monies;

(b) bear interest at the applicable Interest Rate until paid;

(c) be a charge upon the Lands; and

(d) unless repaid to the Mortgagee upon demand, shall be recoverable from the Mortgagor in the same manner as if such sum had been originally advanced and secured hereby.

For the purposes of tendering any arrears or other sums payable to a holder of a Prior Charge, the Mortgagor hereby irrevocably appoints the Mortgagee its agent for such purpose and irrevocably directs the Mortgagee to tender such monies upon the holder of a Prior Charge, in the name of and on behalf of the Mortgagor, and in this regard the Mortgagor hereby assigns unto the Mortgagee, its equity of redemption, if any, with respect to the said Prior Charge together with the statutory right of redemption given to the Mortgagor by the provisions of Section 38 of the *Law of Property Act* (Alberta). It is the intention of the parties that the Mortgagee shall have the same rights and powers but not the liabilities as the Mortgagor under and pursuant to the terms of the Prior Charge so that the Mortgagee will be in a position to take whatever steps are necessary to bring the Prior Charge into good standing once a default has occurred thereunder. This assignment is not intended to encompass the Mortgagor's entire interest in the said Prior Charge, but only to the extent hereinbefore stipulated. Nothing herein contained shall create an obligation upon the Mortgagee to cure any default on behalf of the Mortgagor.

ARTICLE 6

6.1 Appointment of Receiver

Upon the occurrence of an Event of Default, the Mortgagee may in writing appoint any person or persons, whether an officer or officers or employee or employees of the Mortgagee, or not, to be a Receiver of the Lands and assets which are charged in favour of the Mortgagee and the rents and profits derived therefrom. The Mortgagee may remove any Receiver so appointed and appoint another or others in his or their stead. The following provisions shall apply to this paragraph:

(a) A Receiver so appointed shall be conclusively the agent or agents of the Mortgagor and the Mortgagor shall be solely responsible for the acts or defaults and for the remuneration and expenses of the Receiver. The Mortgagee shall not be in any way responsible for any misconduct or negligence on the part of any Receiver and may, from time to time, fix the remuneration of every Receiver and be at liberty to direct the payment thereof from proceeds collected.

(b) Nothing contained herein or in this Mortgage and nothing done by the Mortgagee or by a Receiver shall render the Mortgagee a Mortgagee in possession or responsible as such.

(c) All monies received by the Receiver, after providing for payment and charges ranking prior to this Mortgage and for all costs, charges and expenses of or incidental to the exercise of any of the powers of the Receiver as hereinafter set forth, shall be applied in or towards satisfaction of the monies owing pursuant to this Mortgage.

(d) The Receiver so appointed shall have power to:

   (i) take possession of, collect and get in the property, rents and profits, charged by this Mortgage to the Mortgagee and for that purpose to take any proceedings, be they legal or otherwise, in the name of the Mortgagor or otherwise,

   (ii) carry on or concur in carrying on the business which the Mortgagor is conducting on and from the Lands, and

   (iii) lease or re-lease all or any portion of the Lands and for this purpose to execute contracts in the name of the Mortgagor which said contracts shall be binding upon the Mortgagor.

(e) The rights and powers conferred by this paragraph are supplemental to and not in substitution for any other rights which the Mortgagee may have from time to time.

(f) The Mortgagor hereby irrevocably appoints the Mortgagee and any Receiver appointed as aforesaid to be its attorney, if the security hereby granted becomes enforceable, in its name and on its behalf to execute and perform any conveyances, assurances and things which the Mortgagor ought to execute and perform under the covenants herein contained and generally to use the name of the Mortgagor in the exercise of any of the powers hereby conferred on the Mortgagee and any Receiver and, without limiting the generality of the foregoing, the Mortgagee and Receiver appointed as aforesaid are hereby appointed pursuant to Section 115 of the *Alberta Land Titles Act* as the Mortgagor's attorney to execute and deliver, under the seal of the Mortgagor, or by the hand and under the seal of the Mortgagee or the Receiver, any and all transfers, deeds, mortgages, discharges, postponements and any and all other documents which the Mortgagee or the Receiver deem it expedient to execute or deliver.

(g) The Receiver appointed hereunder shall not be obligated to take possession or control of the whole of the business of the Mortgagor. Rather, the Mortgagee's right to appoint shall be restricted to the Lands and the rents, profits and any business deriving therefrom.

ARTICLE 7

7.1 Assignment of Rents and Leases

The Mortgagor covenants and agrees:

(a) it hereby fully and absolutely assigns, transfers and sets over to the Mortgagee:

(i) all of the rents with respect to the Lands which are now or in the future due or accruing due and payable or to be paid, including, without restriction, the rents payable under the Leases, and

(ii) all of the Landlord's benefits, advantages and rights (but not the obligations) in all Leases and the legal authority to enforce each and every of those benefits, advantages and rights in all Leases;

(b) this Assignment shall be effective during the currency of the Mortgage;

(c) nothing contained herein shall be deemed to have the effect of making the Mortgagee responsible for the collection of the rents, or any part thereof, or for the performance of any Landlord's or Lessor's obligations (covenant, term or condition) in any Lease;

(d) the Mortgagee shall, at its option, be entitled to enforce and rely upon this Assignment upon the occurrence of an Event of Default;

(e) the Mortgagee shall not, by reason of this section or by reason of any steps, actions, distress or other proceedings taken to enforce any of the rights granted to it hereunder, be deemed to be or will be a Mortgagee in possession of the Lands or any part thereof;

(f) the Mortgagee shall be liable only to account to the Mortgagor for such monies as may be actually received by the Mortgagee. The Mortgagee agrees that such monies, when received, shall be applied on account of the Mortgage Monies;

(g) neither this Assignment or anything contained herein shall bind the Mortgagee to recognize any Lease, nor in any way render the interest of the Mortgagee in the Lands subject to any such Lease. All remedies now or hereafter available to the Mortgagee as described in this Mortgage or in any Collateral Security granted to the Mortgagee by the Mortgagor are hereby reserved to the Mortgagee and may be exercised notwithstanding any Lease or this Assignment;

(h) the Mortgagor hereby acknowledges that this Assignment constitutes and creates interests in land in favour of the Mortgagee and the Mortgagor agrees that the Mortgagee or its agent may forthwith register this Assignment at such registry offices as the Mortgagee or its agent may in their discretion deem appropriate;

(i) as of the date of execution of this Mortgage it has the right to assign the Leases to the Mortgagee as collateral security for repayment of the Mortgage Monies and, has not previously assigned the Leases, the rents payable thereunder or any interest therein except as set out in the Permitted Encumbrances;

(j) to faithfully perform any Lessor's covenants which it may have undertaken or which it may undertake under any Lease and neither do, nor neglect to do, nor permit to be done, any act (other than pursuing the enforcement of the terms of such Lease in the exercise of the Lessor's remedies thereunder following default on the part of any Lessee in the performance of its prescribed obligations) which may cause the material modification or the termination of any Lease, or of the obligations of any Lessee or any person claiming through such Lessee or which may diminish or impair the value of any Lease, or the rents provided for therein, or the interest of the Lessor or of the Mortgagee therein or thereunder; and

(k) in the ownership, operation and management of the Lands, the Mortgagor will observe and comply with all applicable Federal, Provincial and local bylaws, statutes, ordinances and regulations, orders and restrictions including without limitation, all zoning and building codes affecting the Lands.

ARTICLE 8

8.1 <u>Expropriation and Condemnation</u>

(a) If the Lands or any part thereof be condemned under any power of eminent domain or be acquired by expropriation for any public use or quasi-public use, the damages, proceeds, consideration and award for such acquisition, to the extent of the full amount of the Mortgage Monies and obligations secured hereby remaining unpaid, are hereby assigned by the Mortgagor and shall be paid forthwith to the Mortgagee and its successors and assigns. If a portion only of the Lands be taken in the expropriation without resulting damage to the buildings and improvements or any part thereof, or if a portion of the Lands shall be taken in such expropriation proceedings with resulting damage to the buildings and improvements and the amount of the award made therein is based on a determination that the portion of the buildings and improvements remaining on the portion of the Lands not so taken can practicably be rehabilitated then the provisions of this Mortgage relating to insurance proceeds in case of loss or damage shall apply to the award in the said expropriation and the same shall be applied accordingly.

(b) The Mortgagor acknowledges that it is aware of the provisions of Sections 49 and 52 of the *Expropriation Act* (Alberta) and any amendments thereto (dealing with the situation where, in the event of an expropriation of Lands subject to a security interest, the amount owing to the security holder is greater than the market value of the interest in the expropriated land) and hereby waives the benefit of such provisions or any legislation similar thereto or in replacement thereof and in addition the Mortgagor covenants to pay to the Mortgagee the difference between the Mortgagee Monies and the monies paid by the expropriating authority to the Mortgagee together with interest thereon at the Interest Rate both before maturity as provided herein and after maturity, default, acceleration and the obtaining of any judgment by the Mortgagee.

(c) Any monies awarded in connection with any condemnation or expropriation to all or any part of the Lands, to the extent of the full amount of the Mortgage Monies, are herewith assigned by the Mortgagor and shall be paid forthwith to the Mortgagee, its successors and assigns.

ARTICLE 9

9.1 Interpretation

Wherever the singular number or masculine gender is used in this instrument the same shall be construed as including the plural and feminine and neuter respectively where the fact or context so requires. Where this Mortgage is granted by more than one party (Mortgagor), then all agreements, promises, covenants and obligations are and shall be joint and several and shall be construed and enforced as such. The respective heirs, executors, administrators, successors and permitted assigns of any party granting this Mortgage are jointly and severally bound by the covenants, agreements, promises and obligations herein contained. The covenants, agreements, promises and obligations herein stated shall be in addition to those granted or implied by statute. The headings contained in this Mortgage are for convenience of reference only and will not be construed so as to limit or restrict the obligations of the Mortgagor or the rights and remedies of the Mortgagee herein.

9.2 Permitted Encumbrances

The parties acknowledge that this Mortgage is to be registered subject only to the Permitted Encumbrances.

9.3 Renewal or Extension

In the event that the Mortgagee shall agree to renew or extend the term of this Mortgage, such renewal or extension agreement need not be registered against the title to the Lands, but the agreement shall be binding upon the Mortgagor, its assignees and all subsequent mortgagees, encumbrancers or other parties claiming an interest in the Lands. Such agreement shall take priority as against such assignees and subsequent mortgagees, encumbrancers and other parties. It is expressly acknowledged that such agreement may increase the rate of interest chargeable hereunder.

9.4 Notices

(a) All notices, requests, demands, pleadings, judicial documentation and any other communications required to be served or given by the terms of this Mortgage or by the Rules of Court of Alberta, *The Judicature Act* (Alberta), and any amendments thereto, *The Law of Property Act* (Alberta), and any amendments thereto, as a result of a default by the Mortgagor, including but not restricted to any Statement of Claim issued by the Mortgagee or a Mortgagee's Notice of Motion requesting enforcement of its rights hereunder (the "**Notice**"), shall be sufficiently served either personally or by prepaid registered mail addressed to the Mortgagor at the Mortgagor's Address or, if to the Mortgagee, at the Mortgagee's Address. The Notice shall be conclusively deemed to have been received by the addressee five (5) Business Days after mailing thereof as aforesaid; provided that in the case of any real or reasonably apprehended interruption of the mail, service may be by telegraph, telex, or other operative form of electronic written telecommunication (in which case the addressee shall be conclusively deemed to have received the same on the day upon which, in the ordinary course of such telecommunication, the same would have been received).

(b) No want of notice or publication when required by this Mortgage or by any statute nor any impropriety nor irregularity shall invalidate any sale made or purported to be made under this Mortgage.

9.5 Receipt Acknowledged

The Mortgagor acknowledges receipt of a true copy of this Mortgage.

9.6 Prepayment

The Mortgagor has the privilege of prepaying the Mortgage Monies, in full or in part, without penalty. Such prepayment shall be applied firstly against any outstanding fees, secondly against any outstanding interest and thirdly against any outstanding principal, in reverse order of maturity.

9.7 Assumption and Amendment

The Mortgagor, together with any other party who becomes liable hereunder shall continue to be liable under this Mortgage until all of the Mortgage Monies have been paid in full notwithstanding:

(a) the assumption of the Mortgage by any party, with or without the consent of the Mortgagee or Mortgagor; and

(b) any amendment or modification of the terms or covenants contained herein with or without the consent of the Mortgagee or the Mortgagor.

9.8 Unenforceable Terms

If any term, covenant or condition of this Mortgage or the application thereof to any party or circumstance shall be invalid or unenforceable to any extent the remainder of this Mortgage or application of such term, covenant or condition to a party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of this Mortgage shall be valid and shall be enforceable to the fullest extent permitted by law.

9.9 General

Any payment of Mortgage Monies must be received by the Mortgagee at the Mortgagee's Address by 12:00 noon (Edmonton time) on a Business Day, failing which such payment will be deemed to be received on the next Business Day.

9.10 Legal Fees

The Mortgagor agrees that it shall be responsible for all legal expenses (on a solicitor and own client full indemnity basis) of the Mortgagee with respect to the preparation of this Mortgage and shall pay the same to the Mortgagor upon execution of this Mortgage.

9.11 Collateral Security

(a) This Mortgage is given and taken as general and continuing collateral security to secure payment and performance of the Mortgage Monies and this Mortgage shall obtain priority over such amounts notwithstanding that at any time or from time to time there may not be any Mortgage Monies then outstanding or the amount of the Mortgage Monies may fluctuate from time to time. It is acknowledged by the Mortgagor that if the Mortgagee extends a revolving line of credit to the Mortgagor, this Mortgage may be held as collateral security for such revolving line of credit up to the Principal Amount specified above. The accounts and records of the Mortgagee shall, in the absence of manifest error, constitute prima facie evidence of the amount of Mortgage Monies outstanding and owing from time-to-time by the Mortgagor to the Mortgagee.

(b) In addition to this Mortgage, the Mortgagor shall execute and deliver to the Mortgagee the Collateral Security. None of the rights or remedies of the Mortgagee under this Mortgage or under the Collateral Security shall be merged in, waived, delayed, impaired, prejudiced or suspended by any such additional security or any act of the Mortgagee pursuant thereto.

(c) A default in the due observance or performance by the Mortgagor of any of its covenants or obligations to the Mortgagee whether in this Mortgage, the Promissory Note, the Collateral Security or any other securities which may now or at any time be held or taken by the Mortgagee will, in addition to its usual effect, have the same effect and give rise to the same rights and remedies as a default under the terms of this Mortgage. If the Mortgagee becomes entitled to take legal proceedings of any nature whatsoever against the Mortgagor in respect of this Mortgage or in respect of the Collateral Security or other securities, the Mortgagee may either concurrently with such suit, successively or otherwise, pursue any or all of its other remedies. If the Mortgagee pursues one or other of the said remedies this will not constitute an election by the Mortgagee to abandon any of the other remedies.

9.13 Due on Sale

If, without the prior written consent of the Mortgagee, the Mortgagor sells, conveys, encumbers, transfers or assigns all or any part of its interest in the Lands, the full amount secured by this Mortgage shall, at the option of the Mortgagee, become immediately due and payable upon notice to the Mortgagor. The giving or withholding of consent shall be solely within the Mortgagee's discretion and as a condition of consent the Mortgagee may require or impose such conditions as it sees fit, including but not limited to the requirement that any purchaser, transferee or assignee execute an assumption agreement in favour of the Mortgagee on such terms and conditions as the Mortgagee may require.

9.14 Charge

For better securing to the Mortgagee repayment of the Principal Sum, interest and the Mortgage Monies and other charges and monies hereby secured and for the due performance of all covenants, provisos, and conditions herein expressed or implied, the Mortgagor hereby mortgages and charges to and in favour of the Mortgagee all of its respective right, title, estate and interest in the Lands.

[*Signature page follows.*]

IN WITNESS WHEREOF, the Mortgagor has executed this Mortgage on the 13 day of June, 2023.

VENTURES NORTH FINANCIAL GROUP INC., by its Court-appointed interim receiver and manager, Ernst & Young Inc., in its capacity as Court-appointed interim receiver and manager and not in its personal capacity

Per: ____________________ c/s

Name: NEIL NARFASON

Title: PRESIDENT

SCHEDULE A

LANDS & PERMITTED ENCUMBRANCES

Lands:

1. PLAN 0626670
   BLOCK 12
   LOT 66
   EXCEPTING THEREOUT ALL MINES AND MINERALS

2. PLAN 0626774
   BLOCK 11
   LOT 4
   EXCEPTING THEREOUT ALL MINES AND MINERALS

3. PLAN 0626774
   BLOCK 11
   LOT 5
   EXCEPTING THEREOUT ALL MINES AND MINERALS

4. PLAN 0626774
   BLOCK 11
   LOT 6
   EXCEPTING THEREOUT ALL MINES AND MINERALS

5. PLAN 0626774
   BLOCK 11
   LOT 7
   EXCEPTING THEREOUT ALL MINES AND MINERALS

6. PLAN 0626774
   BLOCK 13
   LOT 24
   EXCEPTING THEREOUT ALL MINES AND MINERALS

7. PLAN 0521601
   BLOCK 245
   LOT 7B
   EXCEPTING THEREOUT ALL MINES AND MINERALS
   AREA: 0.61 HECTARES (1.51 ACRES) MORE OR LESS

8. PLAN 0525430
   BLOCK 150
   LOT 13
   EXCEPTING THEREOUT ALL MINES AND MINERALS

9. PLAN 0525430
   BLOCK 154
   LOT 6
   EXCEPTING THEREOUT ALL MINES AND MINERALS

10. PLAN 9221752
    BLOCK 303
    LOT 109
    EXCEPTING THEREOUT ALL MINES AND MINERALS

11. PLAN 0226572
    BLOCK 63
    LOT 242
    EXCEPTING THEREOUT ALL MINES AND MINERALS

12. PLAN 0525430
    BLOCK 151
    LOT 22
    EXCEPTING THEREOUT ALL MINES AND MINERALS

13. CONDOMINIUM PLAN 0740128
    UNIT 34
    AND 133 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
    EXCEPTING THEREOUT ALL MINES AND MINERALS

14. CONDOMINIUM PLAN 0740128
    UNIT 45
    AND 133 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
    EXCEPTING THEREOUT ALL MINES AND MINERALS

15. CONDOMINIUM PLAN 0740128
    UNIT 46
    AND 133 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
    EXCEPTING THEREOUT ALL MINES AND MINERALS

16. CONDOMINIUM PLAN 0740128
    UNIT 51
    AND 138 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
    EXCEPTING THEREOUT ALL MINES AND MINERALS

17. CONDOMINIUM PLAN 2020006
    UNIT 195
    AND 44 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
    EXCEPTING THEREOUT ALL MINES AND MINERALS

18. PLAN 7920563
    BLOCK 17
    LOT H
    EXCEPTING THEREOUT ALL MINES AND MINERALS

Permitted Encumbrances:

Those encumbrances registered against title to the Lands, and each of them, as of the date hereof.

AFFIDAVIT VERIFYING CORPORATE SIGNING AUTHORITY

CANADA	)	I, NEIL NARFASON
PROVINCE OF ALBERTA	)	of Calgary, in the Province of Alberta
TO WIT:	)	MAKE OATH AND SAY THAT :

1. I am an officer or director of Ernst & Young Inc. (the "Corporation") named in the within or annexed instrument.

2. I am authorized by the Corporation to execute the instrument without affixing a corporate seal.

SWORN before me at the City of Edmonton in the Province of Alberta this 13 day of RM June, ~~2019~~. 2023 RM

Reagan Munro

A COMMISSIONER FOR OATHS IN AND FOR ALBERTA

REAGAN L. MUNRO
STUDENT-AT-LAW

AFFIDAVIT OF EXECUTION

CANADA	)	I, ~~Neil Narfason~~ RL Robert Lew
PROVINCE OF ALBERTA	)	of Calgary, in the Province of Alberta
TO WIT:	)	MAKE OATH AND SAY THAT :

1. I was personally present and did see Neil Narfason named in the within instrument, who is personally known to me to be the person named therein, duly sign, seal and execute the same for the purpose named therein.

2. The same was executed at the City of Edmonton, in the Province of Alberta, and that I am the subscribing witness thereto.

3. I know the said Neil Narfason who is in my belief of the full age of eighteen years.

SWORN before me at the City of Edmonton in the Province of Alberta this 13 day of RM June, ~~2019~~ 2023 RM

Reagan Munro

A COMMISSIONER FOR OATHS IN AND FOR ALBERTA

REAGAN L. MUNRO
STUDENT-AT-LAW

APPENDIX 'D'

ERNST & YOUNG INC. CONSENT FORMS TO ACT AS

BIA RECEIVER AND EQUITABLE RECEIVER

COURT FILE NUMBER	2303 04003	Clerk's Stamp
COURT	COURT OF KING'S BENCH OF ALBERTA	
JUDICIAL CENTRE	Edmonton	
APPLICANT(S)	FREDERICK NORTH, FRED NORTH TRUST, TEMOR HOLDINGS LIMITED PARTNERSHIP by its general partner TEMOR HOLDINGS LTD., and TEMOR HOLDINGS LTD.	
RESPONDENT(S)	AARON DAVISON, SCOTT CABLE, CHRISTOPHER KEOWN, CORALYNNE KEOWN, JAMIE CABLE, VENTURES NORTH FINANCIAL GROUP LIMITED PARTNERSHIP by its general partner VENTURES NORTH FINANCIAL GROUP INC., VENTURES NORTH FINANCIAL GROUP INC., OSOYOOS MOUNTAIN ESTATES INC., T "N" T TANK & TRAILER REPAIR LIMITED PARTNERSHIP by its general partner T "N" T TANK & TRAILER REPAIR LTD., T "N" T TANK & TRAILER REPAIR LTD., T "N" T TANK & TRAILER REPAIR GRANDE PRAIRIE LIMITED PARTNERSHIP by its general partner T "N" T TANK & TRAILER REPAIR GRANDE PRAIRIE LTD., T "N" T TANK & TRAILER REPAIR GRANDE PRAIRIE LTD., MOONLIGHT SYSTEMS INC., LIGHTVU INC., DIGITAL EDGE MEDIA INC., HILL 7 LLOYD DEVELOPMENT INC., CHRIS L. KEOWN PROFESSIONAL CORPORATION, 1417691 ALBERTA LTD., OPTIMUM CONCRETE & FOUNDATIONS LTD., 2135974 ALBERTA LTD., TRELLIS STEEL CONSTRUCTION LTD., 2202474 ALBERTA LTD., BLUE LOBSTER HOLDINGS LTD., SILENT BEAR HOLDINGS LTD., ANGRY ELEPHANT HOLDINGS LTD., 1981670 ALBERTA LTD., 2092013 ALBERTA LTD., ABC CORPORATION, DEF CORPORATION, GHI CORPORATION, JOHN DOE, and JANE DOE	
DOCUMENT	**CONSENT TO ACT AS RECEIVER OF THE MOONLIGHT DEBTORS**	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	MLT AIKINS LLP Suite 2200, 10235 – 101st Street Edmonton, AB T5J 3G Lawyer: Jeffrey M. Lee, K.C. Telephone: 306.975.7136 Fax: 306.975.7145 Email: jmlee@mltaikins.com	

CONSENT TO ACT AS RECEIVER OF THE MOONLIGHT DEBTORS

Ernst & Young Inc. does hereby consent to act as receiver or receiver and manager of Digital Edge Media Inc., LightVu Inc. and Moonlight Systems Inc. (collectively, the "**Moonlight Debtors**"), if so ordered by this Honourable Court.

DATED this 21st day of August, 2023.

Ernst & Young Inc.

Per: ______________________

Authorized Signatory
Name: Neil Narfason, CPA, CA, CIRP, LIT, CBV, ICD.D
Position: President

COURT FILE NUMBER	2303 04003	Clerk's Stamp
COURT	COURT OF KING'S BENCH OF ALBERTA	
JUDICIAL CENTRE	Edmonton	
APPLICANT(S)	FREDERICK NORTH, FRED NORTH TRUST, TEMOR HOLDINGS LIMITED PARTNERSHIP by its general partner TEMOR HOLDINGS LTD., and TEMOR HOLDINGS LTD.	
RESPONDENT(S)	AARON DAVISON, SCOTT CABLE, CHRISTOPHER KEOWN, CORALYNNE KEOWN, JAMIE CABLE, VENTURES NORTH FINANCIAL GROUP LIMITED PARTNERSHIP by its general partner VENTURES NORTH FINANCIAL GROUP INC., VENTURES NORTH FINANCIAL GROUP INC., OSOYOOS MOUNTAIN ESTATES INC., T "N" T TANK & TRAILER REPAIR LIMITED PARTNERSHIP by its general partner T "N" T TANK & TRAILER REPAIR LTD., T "N" T TANK & TRAILER REPAIR LTD., T "N" T TANK & TRAILER REPAIR GRANDE PRAIRIE LIMITED PARTNERSHIP by its general partner T "N" T TANK & TRAILER REPAIR GRANDE PRAIRIE LTD., T "N" T TANK & TRAILER REPAIR GRANDE PRAIRIE LTD., MOONLIGHT SYSTEMS INC., LIGHTVU INC., DIGITAL EDGE MEDIA INC., HILL 7 LLOYD DEVELOPMENT INC., CHRIS L. KEOWN PROFESSIONAL CORPORATION, 1417691 ALBERTA LTD., OPTIMUM CONCRETE & FOUNDATIONS LTD., 2135974 ALBERTA LTD., TRELLIS STEEL CONSTRUCTION LTD., 2202474 ALBERTA LTD., BLUE LOBSTER HOLDINGS LTD., SILENT BEAR HOLDINGS LTD., ANGRY ELEPHANT HOLDINGS LTD., 1981670 ALBERTA LTD., 2092013 ALBERTA LTD., ABC CORPORATION, DEF CORPORATION, GHI CORPORATION, JOHN DOE, and JANE DOE	
DOCUMENT	**CONSENT TO ACT AS RECEIVER OF VNFG AND OMEI**	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	MLT AIKINS LLP Suite 2200, 10235 – 101st Street Edmonton, AB T5J 3G Lawyer: Jeffrey M. Lee, K.C. Telephone: 306.975.7136 Fax: 306.975.7145 Email: jmlee@mltaikins.com	

CONSENT TO ACT AS RECEIVER OF VNFG AND OMEI

Ernst & Young Inc. does hereby consent to act as receiver or receiver and manager of Ventures North Financial Group LP, by its General Partner Ventures North Financial Group Inc., Ventures North Financial Group Inc. (together, "**VNFG**") and Osoyoos Mountain Estates Inc. ("**OMEI**"), if so ordered by this Honourable Court.

DATED this 21st day of August, 2023.

Ernst & Young Inc.

Per: ______________________

Authorized Signatory

Name: Neil Narfason, CPA, CA, CIRP, LIT, CBV, ICD.D

Position: President

APPENDIX 'E'

CERTIFICATES OF INCORPORATION FOR

OLD GOAT ENTERPRISES INC. AND SUNNY DOG INC.

CORPORATE ACCESS NUMBER: 2025405578

Government
of Alberta

BUSINESS CORPORATIONS ACT

CERTIFICATE

OF

INCORPORATION

SUNNY DOG INC.
WAS INCORPORATED IN ALBERTA ON 2023/08/17.

Articles of Incorporation
For
SUNNY DOG INC.

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: DANI V. FIALKOV
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.

Articles Of Incorporation

Business Corporations Act
Section 6

1. **Name of Corporation**

SUNNY DOG INC.

2. **The classes of shares, and any maximum number of shares that the corporation is authorized to issue:**

SEE SCHEDULE "A"

3. **Restrictions on share transfers** *(if any)*:

NO SHARES SHALL BE TRANSFERRED WITHOUT THE PRIOR APPROVAL OF A MAJORITY OF THE DIRECTORS OF THE CORPORATION.

4. **Number, or minimum and maximum number, of directors that the corporation may have:**

Minimum 1; Maximum 10

5. **If the corporation is restricted FROM carrying on a certain business, or restricted TO carrying on a certain business, specify the restriction(s):**

NONE

6. **Other rules or provisions** *(if any)*:

SEE SCHEDULE "B"

7. **Date authorized by Incorporators:** 2023 / 08 / 17
Year/ Month / Day

Incorporators

Signature of Person Authorizing	Address: *(including postal code)*	Identification
Dani V. Fialkov	600-12220 Stony Plain Rd NW Edmonton, AB T5N 3Y4	Solicitor
Name of Person Authorizing *(please print)*		

This information is being collected for the purposes of corporate registry records in accordance with the Business Corporations Act. Questions about the collection of this information can be directed to the Freedom of Information and Protection of Privacy Coordinator, Box 3140 , Edmonton, Alberta T5J 4L4, (780) 427-7013.

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.

Alberta

Notice Of Directors Or Notice Of Change Of Directors

Business Corporations Act
Sections 106, 113 and 289

1. **Name of Corporation**	2. **Alberta Corporate Access Number**
SUNNY DOG INC.	2025405578

3. **The following persons were appointed Director(s) on** N/A **:**

Name of Director	**Mailing Address** *(including postal code)*	**Are you a resident Canadian? Yes No**
Fred North	PO Box 12787, RPO 10 Lloydminster, AB T9V3A7	Yes

4. **The following persons ceased to hold office as Director(s) on** N/A **:**

Name of Director	**Mailing Address** *(including postal code)*

5. **As of this date, the Director(s) of the corporation are:**

Name of Director	**Mailing Address** *(including postal code)*	**Are you a resident Canadian? Yes No**
Fred North	PO Box 12787, RPO 10 Lloydminster, AB T9V3A7	Yes

Authorized Signature

Dani V. Fialkov
Name of Person Authorizing *(please print)*

August 17, 2023
Date

780-482-9200
Telephone Number *(daytime)*

Solicitor
Title *(please print)*

This information is being collected for the purposes of corporate registry records in accordance with the Business Corporations Act Questions about the collection of this information can be directed to the Freedom of Information and Protection of Privacy Coordinator for Alberta Registries, Box 3140, Edmonton, Alberta T5J 2G7, (780) 427- 7013.
REG 3017 (2005/08)

Notice of Agent for Service/Change of Agent for Service for Alberta and Extra-provincial Corporation

Alberta

Public (when completed)

Business Corporations Act
Sections 20.1, 20.2, 280 and 288

This information is collected, used and may be publicly disclosed in accordance with s. 33(a,c), 39(1)(a,c) and 40(1)(c,e,f) of the *Freedom of Information and Protection of Privacy Act*; the *Business Corporations Act* and the *Common Business Number Act*. It is required to register or update an Alberta or extra-provincial corporation's agent for the purpose of notice and service. Questions can be directed to the Service Alberta Contact Centre at cr@gov.ab.ca or 780-427-7013 (toll-free 310-0000 within Alberta).

1. **Name of Corporation**	2. **Corporate Access Number**	3. **Business Number (optional)**
SUNNY DOG INC.	2025405578	

4. **Attorney for Service:**

◉ Appointment of primary agent for service

5. **The corporation has appointed** Dani V. Fialkov
Full Name

of McLennan Ross LLP as the corporation's primary attorney
Firm name *(optional)*

6. **Full Address of Agent for Service**

Address *(accessible to public)*

600-12220 Stony Plain Rd NW, Edmonton, AB T5N 3Y4

Mailing Address *(if different from above)*

Email Address *(mandatory)*

annualreturns@mross.com

7. **Consent to act as Agent for Service**

Dani V. Fialkov has consented to act as the
Name of Agent for Service (first, middle, last)

agent for service of the above named corporation Dani V. Fialkov

8. Authorized Representative/Authorized Signing Authority for the Corporation

Last Name	Given Names	Relationship to Corporation	Email Address (optional)	Phone Number (optional)
Fialkov	Dani V.	Solicitor		780-482-9200

August 17, 2023
Date of Submission

Signature

Alberta

Notice Of Address
Notice Of Change Of Address

Business Corporations Act
Section 20

1. **Name of Corporation**	2. **Corporate Access Number**
SUNNY DOG INC.	2025405578

3. **Address of Registered Office** *(P.O. Box number **can only** be used by a Society)*

Street	*City / Town*	*Province*	*Postal Code*
600-12220 Stony Plain Rd NW	Edmonton	AB	T5N 3Y4

OR

Legal Land Description	*Section* *Meridian*	Township	*Range*

4. **Records Office** *(P.O. Box number **cannot** be used)*

Street	*City / Town*	*Province*	*Postal Code*
N/A			

OR

Legal Land Description	*Section* *Meridian*	Township	*Range*

5. **Address for Service by Mail** *(If different from Item 3)*

NOTE: If this is a change, please read instructions carefully.

Post Office Box Only	*City / Town*	*Province*	*Postal Code*

6. **Email Address**

annualreturns@mross.com

	Dani V. Fialkov	August 17, 2023
Authorized Signature	Name of Person Authorizing *(please print)*	Date

780-482-9200		Solicitor
Telephone Number *(daytime)*		Title *(please print)*

This information is being collected for the purposes of corporate registry records in accordance with the Business Corporations Act Questions about the collection of this information can be directed to the Freedom of Information and Protection of Privacy Coordinator for Alberta Registries, Box 3140, Edmonton, Alberta T5J 2G7, (780) 427- 7013.

Incorporate Alberta Corporation - Registration Statement

Alberta Registration Date: 2023/08/17

Corporate Access Number: 2025405578

Business Number:

Service Request Number:	40318669
Alberta Corporation Type:	Named Alberta Corporation
Legal Entity Name:	SUNNY DOG INC.
Business Number:	
French Equivalent Name:	
Nuans Number:	121984317
Nuans Date:	2023/08/17
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:	2023/08/17

Agent for Service

Agent for Service Type:	Primary
Last Name:	FIALKOV
First Name:	DANI
Middle Name:	V.
Firm Name:	MCLENNAN ROSS LLP
Street:	600-12220 STONY PLAIN RD NW
City:	EDMONTON
Province:	ALBERTA
Postal Code:	T5N3Y4
Email Address:	ANNUALRETURNS@MROSS.COM

Director

Last Name:	NORTH
First Name:	FRED
Middle Name:	
Street/Box Number:	PO BOX 12787, RPO 10
City:	LLOYDMINSTER
Province:	ALBERTA
Postal Code:	T9V3A7
Country:	

Attachment

Attachment Type	Microfilm Bar Code	Date Recorded
Other Rules or Provisions	ELECTRONIC	2023/08/17
Share Structure	ELECTRONIC	2023/08/17

Registration Authorized By: DANI V. FIALKOV
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.

August 17, 2023

McLENNAN ROSS LLP
600 McLennan Ross Building
12220 Stony Plain Road
Edmonton, AB T5N 3Y4

ATTN: **Erin Bazzarelli**

Re: PROPOSED ALBERTA CORPORATION
Sunny Dog Inc.

The NUANS database has been experiencing periodic glitches. Not all reports are *guaranteed* to contain relevant results, and may populate the same result more than once to the exclusion of better matches. We urge you use your discretion when reviewing the report, and further recommepnd to review it in conjunction with an Alberta NUANS pre-screen. If you have not already obtained a pre-screen, please contact one of our corporate representatives to run one for you.

- Our recommendation letter is solely based off the results of the NUANS reservation report and is independent of a pre-screen.

The above noted name has been reserved for your use by Eldor-Wal Registrations and will expire in ninety (90) days on **November 15, 2023.**

Eldor-Wal Registrations has conducted a review of the attached report and with respect to the Business Corporations Act and Regulations, we believe the following about the proposed name:

- In our opinion, although the name you have proposed is not in direct conflict with any of the corporate names or business names appearing on the attached report, it may be considered to be too general, contrary to the Alberta Business Corporations Act Regulation 6(a). We recommend a descriptive element be added to the proposed name.

You may proceed with the use of the above name for a corporation, however, we must inform you that our review is not a guarantee of compliance with the regulations, or that you will be able to use the name if it turns out to cause confusion due to its similarity to other trademarks or trade names.

The use of any name is subject to the laws of the jurisdiction where the company intends to carry on business. The determination of whether this name meets said regulations or is not confusingly similar to other corporations, trade names or trademarks is ultimately up to your firm. All NUANS reports in Canada are prepared by CGI Information Systems and Management Consultants Inc. and Eldor-Wal Registrations cannot accept and expressly excludes all responsibility and liability resulting from the accuracy and/or comprehensiveness of this NUANS search.

Sincerely,

Ekampt Gill

Ekam Gill
PER: ELDOR-WAL REGISTRATIONS (1987) LTD.

Alberta Reservation Report
Rapport pour réservation en Alberta

Sunny Dog Inc.

121984317 **Distinctive/Distinctif:** Sunny Dog

2023-08-17
15:19:41

NAICS codes/ codes SCIAN: **Alternate spelling/Variante orthographique:**

COMPANY NAME / NOM DE L'ENTREPRISE JUR BUS./ACT.	NO.	DATE	CITY/VILLE	EP	TYPE	STATUS/STATUT	STAT.DATE/DATE STAT.
Sunny Dog Inc. AB	121984317	2023-08-17				Prop.ELDOR	
K-DOGS AB	TN21967146	2019-05-31			TradeName	Active	
DAT DOG AB	PT23170848	2021-01-18			Ptnrshp	Active	
LA DOGS AB	TN22494520	2020-02-27			TradeName	Active	
LAW DOG AB	TN16259764	2011-08-26			TradeName	Active	
MOD DOG AB	TN22124325	2019-08-21			TradeName	Active	
THE DOG AB	TN18806554	2015-02-27			TradeName	Active	
THE DOG AB	TN20697629	2017-09-19			TradeName	Active	
TOP DOG AB	PT7965189	1998-08-18			Ptnrshp	Active	
TOP DOG AB	CRY109138	1985-08-08			TradeName	Active	
TOP DOG AB	TN17324856	2013-02-26			TradeName	Active	
'SUP DOG AB	TN16831729	2012-06-08			TradeName	Active	
BULL DOG AB	TN10167526	2002-11-13			TradeName	Active	
CORN DOG AB	CRY136824	1987-04-29			TradeName	Active	
D.O.G.S. AB	TN15684889	2010-11-03			TradeName	Active	
DOG DAYS AB	TN15902877	2011-03-01			TradeName	Active	
DOG FARE AB	TN10721082	2003-10-20			TradeName	Active	

Alberta Reservation Report
Rapport pour réservation en Alberta

Sunny Dog Inc.

121984317 **Distinctive/Distinctif:** Sunny Dog

 2023-08-17 15:19:41

NAICS codes/ codes SCIAN: **Alternate spelling/Variante orthographique:**

COMPANY NAME / NOM DE L'ENTREPRISE JUR BUS./ACT.	NO.	DATE	CITY/VILLE	EP	TYPE	STATUS/STATUT	STAT.DATE/DATE STAT.
DOG JOGS							
AB	PT20140398	2016-12-30			Ptnrshp	Active	
DOG TOWN							
AB	TN18383349	2014-07-30			TradeName	Active	
DOGS ALL							
AB	TN7043128	1996-07-31			TradeName	Active	
FIFE DOG							
AB	TN23676604	2021-08-16			TradeName	Active	
GOOD DOG							
AB	TN10097046	2002-09-27			TradeName	Active	
KUBI DOG							
AB	TN15245087	2010-03-16			TradeName	Active	
LAWN DOG							
AB	TN11989142	2005-10-17			TradeName	Active	
MOB DOGS							
AB	PT17687468	2013-08-27			Ptnrshp	Active	
NAVY DOG							
AB	TN18182428	2014-04-28			TradeName	Active	
SKY DOGS							
AB	TN21910658	2019-05-06			TradeName	Active	
SUNNY 94							
AB	TN19479237	2016-02-01			TradeName	Active	
TECH DOG							
AB	PT15870330	2011-02-11			Ptnrshp	Active	
THE DOGS							
AB	CRY057817	1981-11-12			TradeName	Active	
TNT DOGS							
AB	TN18859686	2015-03-24			TradeName	Active	
TOP DOGS							
AB	TN8576423	1999-12-10			TradeName	Active	
TUFF DOG							
AB	TN20349502	2017-04-04			TradeName	Active	
A NEW DOG							
AB	TN7868292	1998-05-27			TradeName	Active	

Alberta Reservation Report
Rapport pour réservation en Alberta

Sunny Dog Inc.

121984317 **Distinctive/Distinctif:** Sunny Dog

 2023-08-17 15:19:41

NAICS codes/ codes SCIAN: **Alternate spelling/Variante orthographique:**

COMPANY NAME / NOM DE L'ENTREPRISE JUR BUS./ACT.	NO.	DATE	CITY/VILLE	EP	TYPE	STATUS/STATUT	STAT.DATE/DATE STAT.
BLACK DOG							
AB	TN14220768	2008-08-27			TradeName	Active	
BLACK DOG							
AB	TN13082789	2007-03-16			TradeName	Active	
BOONE DOG							
AB	TN24064198	2022-02-04			TradeName	Active	
CORE DOGS							
AB	TN15951866	2011-03-22			TradeName	Active	
DIBBY DOG							
AB	TN12731337	2006-10-05			TradeName	Active	
DIVA DOGS							
AB	TN10630499	2003-08-25			TradeName	Active	
DOG KNOWS							
AB	PT20357539	2017-04-07			Ptnrshp	Active	
DOG PILES							
AB	PT8267338	1999-04-14			Ptnrshp	Active	
DOG TAILS							
AB	TN20004586	2016-10-22			TradeName	Active	
DOG WATCH							
AB	CRY054791	1981-08-07			TradeName	Active	
DOG WORKS							
AB	TN21706726	2019-02-01			TradeName	Active	
DOG-ON-IT							
AB	TN11298924	2004-09-28			TradeName	Active	
DOGS RULE							
AB	PT12030490	2005-11-07			Ptnrshp	Active	
DOGS TOGS							
AB	CRY155790	1988-05-09			TradeName	Active	
DREAM DOG							
AB	TN19472372	2016-01-28			TradeName	Active	
FOXY DOGS							
AB	TN6753321	1995-11-21			TradeName	Active	
GREEN DOG							
AB	TN15831514	2011-01-24			TradeName	Active	

Alberta Reservation Report
Rapport pour réservation en Alberta

Sunny Dog Inc.

121984317 **Distinctive/Distinctif:** Sunny Dog 2023-08-17

NAICS codes/ codes SCIAN: **Alternate spelling/Variante orthographique:** 15:19:41

COMPANY NAME / NOM DE L'ENTREPRISE JUR BUS./ACT.	NO.	DATE	CITY/VILLE	EP	TYPE	STATUS/STATUT	STAT.DATE/DATE STAT.
GREEN DOG AB	TN19799758	2016-07-05			TradeName	Active	
GYPSY DOG AB	TN17621459	2013-07-23			TradeName	Active	
HELLO DOG AB	TN23177751	2021-01-20			TradeName	Active	
JOG A DOG AB	TN12438180	2006-05-19			TradeName	Active	
JUICY DOG AB	TN21599311	2018-12-06			TradeName	Active	
KOZY DOGS AB	TN10899565	2004-02-05			TradeName	Active	
L.A. DOGS AB	TN14798862	2009-07-14			TradeName	Active	
LOVE DOGS AB	TN18460758	2014-09-08			TradeName	Active	
PUFF DOGS AB	TN13931811	2008-04-08			TradeName	Active	
SMART DOG AB	TN15085657	2009-12-23			TradeName	Active	
SPEAK DOG AB	TN22559264	2020-04-15			TradeName	Active	
STRAY DOG AB	TN13568167	2007-10-17			TradeName	Active	
TUBBY DOG AB	TN11346244	2004-10-26			TradeName	Active	
VINYL DOG AB	TN10282770	2003-01-24			TradeName	Active	
WHEEL DOG AB	TN22979330	2020-10-28			TradeName	Active	
YAPPY DOG AB	TN11583085	2005-03-14			TradeName	Active	
YUMMY DOG AB	TN14586085	2009-03-18			TradeName	Active	

*** This report does not constitute a Trademark reservation / Ce rapport ne constitue pas de réservation de marque de commerce**

TRADEMARK / MARQUE DE COMMERCE AP. NO. / NO. AP.	REG. NO. / NO. ENR.	REG. DATE / DATE. ENR.	STATUS / STATUT	OWNER / PROPRIÉTAIRE CLASSES
SUNNY 1460652 Radio broadcasting services; operation of a radio broadcasting stati...	TMA790289	2011-02-10	Registerd	Golden West Broadcastin 38,41
SUNNY 1530158 Optoelectronics, namely, digital camera modules, optical components ...	TMA855766	2013-07-22	Registerd	US VAOPTO, INC., 9
Sunny 2022998 Devices and instruments for conducting, switchi...Providing acc...			Searched	SMA Solar Technology AG 9,38,42
SUNNY 1180024 Alcoholic beverages, namely, brandy.	TMA760479	2010-02-26	Registerd	Tiraspolsky Vinno-Konya 33
Sunny 2180451 Apparatus and instruments for conducting, switc...Direct market...			Searched	SMA Solar Technology AG 9,35,37,38...
V-DOG 2132868 Dietary pet supplements in the form of pet treats; Dietary supplemen...			Formalizd	V-Dog, Inc. 5,31
v-dog 1715864 Pet food, namely vegan dog food	TMA977675	2017-08-03	Registerd	V-Dog, Inc 31
DOG MD 1724404 Pet shampoos and conditioners; non-medicated dental care products fo...	TMA1054192	2019-09-13	Registerd	PetSmart Home Office, I 3,5,21,31
Le dog 2081073 Dog collars and leads Pet beds	TMA1180313	2023-05-17	Registerd	787976869BC0001 18,20
SL-DOG 1729747 Web-based software applications for electronic and acoustic sensors ...	TMA938647	2016-05-24	Registerd	InfoSense, Inc. 9
UP DOG 2122953 Dog food; edible dog treats	TMA1186542	2023-06-21	Registerd	Theresa Knott 31
BAD DOG 1269258 Coffee extract for preparation of non alcoholic beverages. Caffeinat...	TMA678861	2007-01-03	Registerd	GUNZ WARENHANDELS GMBH 30,32
BAD DOG 1230946 Pizza.Meal delivery...	TMA644991	2005-07-27	Registerd	MTY Franchising Inc. 30,39,43
BIG DOG 1305223 Land vehicle exhaust systems (excluding motorcycle exhaust systems) ...	TMA774874	2010-08-18	Registerd	Diamond Eye Manufacturi 7
DOG MAN 1968015 Recorded and downloadable media, computer softw...Retail and wh...			Formalizd	Dav Pilkey 9,14,16,20...
DOG-EH! 2130039 Animal feed supplements for veterinary purposes; mineral dietary sup...	TMA1192890	2023-08-02	Registerd	Dog-Eh! Corp. 5,25,28
DOG-O'S 2192171 Edible dog treats			Formalizd	Marcoot Jersey Creamery 31

TRADEMARK / MARQUE DE COMMERCE AP. NO. / NO. AP. GOODS/PRODUITS	REG. NO. / NO. ENR.	REG. DATE / DATE. ENR.	STATUS / STATUT	OWNER / PROPRIÉTAIRE CLASSES
HOT DOG 1347410 Medical apparatus comprising patient and clinician body temperature ...	TMA718783	2008-07-17	Registerd	Augustine Biomedical & 10
HUG DOG 2032080 Saucisses, porc et volailles	TMA1185841	2023-06-21	Registerd	OLYMEL, S.E.C. 29
JOG DOG 2200629 Shoes for protection against accidents, irradiation and fire; boots ...			Searched	CALZATURIFICIO SKANDIA 9,18,25
JOG DOG 2173422 Clothing; footwear; headwear.			Searched	Kuznetsov Andrei Nikola 25
L.D.Dog 2174976 Abrasive pads for kitchen purposes; animal grooming gloves; cleaning...			Formalizd	Varstage Asia Limited 21
MAD DOG 1474358 Tires for motor vehicles.	TMA813408	2011-12-06	Registerd	Pit Bull Brands, LLC 12
MAD DOG 1334893 Fireworks.	TMA775800	2010-08-30	Registerd	American Promotional Ev 13
MAD DOG 1522430 Herbicides.	TMA966887	2017-03-28	Registerd	LOVELAND PRODUCTS, INC. 5
RAW DOG 1736757 Entertainment services, namely, providing on-going audio programs fe...	TMA960380	2017-01-18	Registerd	Sirius XM Radio Inc. 41
RED DOG 0763430 Clothing, namely, shirts, t-shirts, tops, jackets and shorts; caps a...	TMA477393	1997-06-09	Registerd	Molson Canada 2005 9,14,16,18...
RED DOG 1811622 Sheets and plates of metal; metal coatings, namely metal cladding, a...	TMA1060020	2019-10-22	Registerd	Red Dog Linings Limited 6
RED DOG 0747840 Brewed alcoholic beverages, namely beer.	TMA437884	1994-12-30	Registerd	Molson Canada 2005 32
RIG DOG 1840804 Protective gloves for industrial use, namely impact-resistant gloves.	TMA1019936	2019-04-24	Registerd	HONEYWELL INTERNATIONAL 9
SEA DOG 0993226 MARINE PAINTS AND VARNISHES	NFLD3226	1949-03-31	Registerd	THE STANDARD MANUFACTUR 2
SEA DOG 1633649 Beer	TMA888737	2014-10-27	Registerd	Sea Dog Brands, LLC 32
SEA DOG 0725396 Surimi fish products, in the shape of wieners or frankfurters.	TMA440088	1995-03-03	Registerd	OCEAN FOOD COMPANY LIMI 29
SEA-DOG 0720698 Marine hardware of metal and plastic, namely; f...Operation of ...	TMA433056	1994-09-09	Registerd	Patrick Industries, Inc 6,9,11,14...

Data provider information / Information concernant les fournisseurs des données

Data provider / Fournisseur des données	Data Available / Données disponibles	Update intervals / Intervalle de mise à jour	Latest update dates / Dernière mise à jour YYYY/MM/DD	Reference / Référence
Alberta / Alberta (AB)	Trade names/Noms commerciaux	Weekly/Hebdomadaire	2023-08-14	https://www.servicealberta.ca
Alberta / Alberta (AB)	Corporate names/Dénominations de société	Weekly/Hebdomadaire	2023-08-14	https://www.servicealberta.ca
Federal / Fédéral (CD)	Corporate names/Dénominations de société	Daily/Quotidien	2023-08-16	https://corporationscanada.ic.gc.ca
Office of the Superintendent of Financial Institutions / Bureau du surintendant des institutions financières (FI)	Corporate names/Dénominations de société	Monthly/Mensuel	2023-08-02	https://www.osfi-bsif.gc.ca
Trademarks / Marques de commerce (TM)	All registrations and applications, seeds, sections 9s/ Tout les enregistrements et demandes, semences et section 9	Weekly/Hebdomadaire	2023-08-15	https://www.ic.gc.ca/app/opic-cipo/trdmrks/srch

Abbreviation terminology and description / Description et terminologie des abréviations

Abbreviation/Abréviation	English Term	Terme français	Description
Names / Dénominations			
JUR.	Jurisdiction Code	Code d'autorité législative	Place where company or trade name is incorporated or registered / Lieu où l'entreprise ou la dénomination commerciale est constituée ou enregistrée
NO.	Company Number	Numéro de l'entreprise	I.D. number attributed by the authority / Numéro d'identification assigné par l'autorité
DATE	Creation Date	Date de création	Creation date of the company / Date de création de l'entreprise
CITY/VILLE	City	Ville	Place where registered office is situated / Lieu où le siège social est situé
EP	Extra-Provincial Code	Code extra-provincial	Place where the company originates from / Lieu d'origine de l'entreprise
TYPE	Company Type	Type d'entreprise	Business structure of the company / Structure de l'entreprise
STATUS/STATUT	Legal Status	Statut Légal	Current state of the company / État actuel de l'entreprise
STAT. DATE/DATE STAT.	Status Date	Date du statut	Date when status took effect / Date d'entrée en vigueur du statut
BUS./ACT.	Business activity	Secteur d'activité de l'entreprise	Business activity of the company / Secteur d'activité de l'entreprise
Trademark / Marque de commerce			
AP.NO./NO.AP.	Application Number	Numéro d'application	I.D. number attributed by the authority / Numéro d'identification assigné par l'autorité
REG.NO./NO.ENR.	Registration Number	Numéro d'enregistrement	I.D. number attributed by the authority / Numéro d'identification assigné par l'autorité
STATUS/STATUT	Status	Statut	Current state of the trademark / État actuel de la marque de commerce
OWNER / PROPRIÉTAIRE	Owner name	Propriétaire	Name of trademark owner / Nom du propriétaire de la marque de commerce
GOODS/PRODUITS	Goods and Services	Produits et services	Goods and services associated with a trademark / Produits et services associés à une marque de commerce
CLASSES	Nice Class Codes	Codes des classes Nice	Classification codes / Codes de classification
REG.DATE/DATE.ENR	Registration Date	Date d'enregistrement	Date on which a trademark is registered / Date à laquelle la marque de commerce est enregistrée

Reference / Référence

Reference / Référence	
Nuans home page / Page d'accueil de Nuans : https://www.nuans.com	Nuans report codes / codes des rapports Nuans : https://www.ic.gc.ca/eic/site/075.nsf/eng/00015.html
NAICS codes / codes SCIAN : https://www.naics.com/search/ (in English only/en anglais seulement)	Office of the Superintendent of Financial Institutions / Bureau du surintendant des institutions financières : https://www.osfi-bsif.gc.ca
Nice class codes / codes classification Nice : English: https://www.wipo.int/classifications/nice/en/index.html French: https://www.wipo.int/classifications/nice/fr/index.html	Registraire des entreprises du Québec : English: https://www.registreentreprises.gouv.qc.ca/en French: https://www.registreentreprises.gouv.qc.ca/

Corporate Registry
Service Alberta
Box 1007 Stn Main
Edmonton, Alberta T5J 4W6
Canada
Telephone: 780-427-7013
www.alberta.ca

August 17, 2023

To Whom It May Concern:

Subject: Business Number Issued

Thank you for completing your business/organization registration with the Alberta Corporate Registry. All newly registered Alberta business/organizations are automatically issued a Business Number (BN) by the Canada Revenue Agency (CRA).

Legal Name: SUNNY DOG INC.
Alberta Corporate Access Number: 2025405578
Business Number: 732812219

If your business/organization is a corporation a CRA corporation income tax program account has also been created. The corporate income tax program account number is your BN with the suffix RC0001. For example: 123456789 RC0001.

For more information about Corporation Income Tax and other CRA federal program accounts (for example, GST/HST, payroll deductions, and import/export) please visit the following CRA website (https://www.canada.ca/en/revenue-agency.html).

The BN will simplify interactions with government, providing one easy method of identification. Federal and Provincial government programs may ask for your BN as part of service delivery. Using this common business identifier can save you time resolving identity issues and help you receive faster service. It can also minimize occurrences of mistaken identity.

You may use either the Corporate Access Number, Registration Number, or BN when submitting updates to the Alberta Corporate Registry.

Alberta Corporate Registry
Government of Alberta

CORPORATE ACCESS NUMBER: 2025405727

Government
of Alberta

BUSINESS CORPORATIONS ACT

CERTIFICATE

OF

INCORPORATION

OLD GOAT ENTERPRISES INC.
WAS INCORPORATED IN ALBERTA ON 2023/08/17.

REGISTRAR OF CORPORATIONS

Articles of Incorporation
For
OLD GOAT ENTERPRISES INC.

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: DANI V. FIALKOV
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.

Articles Of Incorporation

Business Corporations Act
Section 6

1. **Name of Corporation**

OLD GOAT ENTERPRISES INC.

2. **The classes of shares, and any maximum number of shares that the corporation is authorized to issue:**

SEE SCHEDULE "A"

3. **Restrictions on share transfers** *(if any)***:**

NO SHARES SHALL BE TRANSFERRED WITHOUT THE PRIOR APPROVAL OF A MAJORITY OF THE DIRECTORS OF THE CORPORATION.

4. **Number, or minimum and maximum number, of directors that the corporation may have:**

Minimum 1; Maximum 10

5. **If the corporation is restricted FROM carrying on a certain business, or restricted TO carrying on a certain business, specify the restriction(s):**

NONE

6. **Other rules or provisions** *(if any)***:**

SEE SCHEDULE "B"

7. **Date authorized by Incorporators:** 2023 / 08 / 17
Year/ Month / Day

Incorporators

Signature of Person Authorizing	Address: *(including postal code)*	Identification
Dani V. Fialkov	600-12220 Stony Plain Rd NW Edmonton, AB T5N 3Y4	Solicitor
Name of Person Authorizing *(please print)*		

This information is being collected for the purposes of corporate registry records in accordance with the Business Corporations Act. Questions about the collection of this information can be directed to the Freedom of Information and Protection of Privacy Coordinator, Box 3140 , Edmonton, Alberta T5J 4L4, (780) 427-7013.

REG 3047 (Rev. 2003/05)

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. <u>RETRACTION AT SHAREHOLDER'S OPTION</u>

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. <u>REDEMPTION OR PURCHASE PRICE</u>

<u>Class "I" Preferred Shares</u>

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.

<u>Class "II" Preferred Shares</u>

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.

<u>Class "III" Preferred Shares</u>

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.

Alberta

Notice Of Directors Or Notice Of Change Of Directors

Business Corporations Act
Sections 106, 113 and 289

1. **Name of Corporation**	2. **Alberta Corporate Access Number**
OLD GOAT ENTERPRISES INC.	2025405727

3. **The following persons were appointed Director(s) on** N/A **:**

Name of Director	**Mailing Address** *(including postal code)*	**Are you a resident Canadian? Yes No**
Fred North	PO Box 12787, RPO 10 Lloydminster, AB T9V3A7	Yes

4. **The following persons ceased to hold office as Director(s) on** N/A **:**

Name of Director	**Mailing Address** *(including postal code)*

5. **As of this date, the Director(s) of the corporation are:**

Name of Director	**Mailing Address** *(including postal code)*	**Are you a resident Canadian? Yes No**
Fred North	PO Box 12787, RPO 10 Lloydminster, AB T9V3A7	Yes

Authorized Signature

Dani V. Fialkov
Name of Person Authorizing *(please print)*

August 17, 2023
Date

780-482-9200
Telephone Number *(daytime)*

Solicitor
Title *(please print)*

This information is being collected for the purposes of corporate registry records in accordance with the Business Corporations Act Questions about the collection of this information can be directed to the Freedom of Information and Protection of Privacy Coordinator for Alberta Registries, Box 3140, Edmonton, Alberta T5J 2G7, (780) 427- 7013.

REG 3017 (2005/08)

Alberta

Notice of Agent for Service/Change of Agent for Service for Alberta and Extra-provincial Corporation

Public (when completed)

Business Corporations Act
Sections 20.1, 20.2, 280 and 288

This information is collected, used and may be publicly disclosed in accordance with s. 33(a,c), 39(1)(a,c) and 40(1)(c,e,f) of the *Freedom of Information and Protection of Privacy Act*; the *Business Corporations Act* and the *Common Business Number Act*. It is required to register or update an Alberta or extra-provincial corporation's agent for the purpose of notice and service. Questions can be directed to the Service Alberta Contact Centre at cr@gov.ab.ca or 780-427-7013 (toll-free 310-0000 within Alberta).

1. **Name of Corporation**: OLD GOAT ENTERPRISES INC.

2. **Corporate Access Number**: 2025405727

3. **Business Number (optional)**:

4. **Attorney for Service:**

◉ Appointment of primary agent for service

5. **The corporation has appointed** Dani V. Fialkov
Full Name

of McLennan Ross LLP as the corporation's primary attorney
Firm name *(optional)*

6. **Full Address of Agent for Service**

Address *(accessible to public)*

600-12220 Stony Plain Rd NW, Edmonton, AB T5N 3Y4

Mailing Address *(if different from above)*

Email Address *(mandatory)*

annualreturns@mross.com

7. **Consent to act as Agent for Service**

Dani V. Fialkov has consented to act as the
Name of Agent for Service (first, middle, last)

agent for service of the above named corporation Dani V. Fialkov

8. Authorized Representative/Authorized Signing Authority for the Corporation

Last Name	Given Names	Relationship to Corporation	Email Address (optional)	Phone Number (optional)
Fialkov	Dani V.	Solicitor		780-482-9200

August 17, 2023
Date of Submission

Signature

Alberta

Notice Of Address
Notice Of Change Of Address

Business Corporations Act
Section 20

1. **Name of Corporation**	2. **Corporate Access Number**
OLD GOAT ENTERPRISES INC.	2025405727

3. **Address of Registered Office** *(P.O. Box number **can only** be used by a Society)*

Street	*City / Town*	*Province*	*Postal Code*
600-12220 Stony Plain Rd NW	Edmonton	AB	T5N 3Y4

OR

Legal Land Description	*Section*	*Meridian*	Township	*Range*

4. **Records Office** *(P.O. Box number **cannot** be used)*

Street	*City / Town*	*Province*	*Postal Code*
N/A			

OR

Legal Land Description	*Section*	*Meridian*	Township	*Range*

5. **Address for Service by Mail** *(If different from Item 3)*

NOTE: If this is a change, please read instructions carefully.

Post Office Box Only	*City / Town*	*Province*	*Postal Code*

6. **Email Address**

annualreturns@mross.com

Authorized Signature	Dani V. Fialkov Name of Person Authorizing *(please print)*	August 17, 2023 Date
780-482-9200 Telephone Number *(daytime)*		Solicitor Title *(please print)*

This information is being collected for the purposes of corporate registry records in accordance with the Business Corporations Act Questions about the collection of this information can be directed to the Freedom of Information and Protection of Privacy Coordinator for Alberta Registries, Box 3140, Edmonton, Alberta T5J 2G7, (780) 427- 7013.

Incorporate Alberta Corporation - Registration Statement

Alberta Registration Date: 2023/08/17

Corporate Access Number: 2025405727

Business Number:

Service Request Number:	40319234
Alberta Corporation Type:	Named Alberta Corporation
Legal Entity Name:	OLD GOAT ENTERPRISES INC.
Business Number:	
French Equivalent Name:	
Nuans Number:	121984353
Nuans Date:	2023/08/17
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:	2023/08/17

Agent for Service

Agent for Service Type:	Primary
Last Name:	FIALKOV
First Name:	DANI
Middle Name:	V.
Firm Name:	MCLENNAN ROSS LLP
Street:	600-12220 STONY PLAIN RD NW
City:	EDMONTON
Province:	ALBERTA
Postal Code:	T5N3Y4
Email Address:	ANNUALRETURNS@MROSS.COM

Director

Last Name:	NORTH
First Name:	FRED
Middle Name:	
Street/Box Number:	PO BOX 12787, RPO 10
City:	LLOYDMINSTER
Province:	ALBERTA
Postal Code:	T9V3A7
Country:	

Attachment

Attachment Type	Microfilm Bar Code	Date Recorded
Share Structure	ELECTRONIC	2023/08/17
Other Rules or Provisions	ELECTRONIC	2023/08/17

Registration Authorized By: DANI V. FIALKOV
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.

eldor·wal

August 17, 2023

McLENNAN ROSS LLP
600 McLennan Ross Building
12220 Stony Plain Road
Edmonton, AB T5N 3Y4

ATTN: **Erin Bazzarelli**

Re: PROPOSED ALBERTA CORPORATION
Old Goat Enterprises Inc.

The NUANS database has been experiencing periodic glitches. Not all reports are *guaranteed* to contain relevant results, and may populate the same result more than once to the exclusion of better matches. We urge you use your discretion when reviewing the report, and further recommepnd to review it in conjunction with an Alberta NUANS pre-screen. If you have not already obtained a pre-screen, please contact one of our corporate representatives to run one for you.

- Our recommendation letter is solely based off the results of the NUANS reservation report and is independent of a pre-screen.

The above noted name has been reserved for your use by Eldor-Wal Registrations and will expire in ninety (90) days on **November 15, 2023.**

Eldor-Wal Registrations has conducted a review of the attached report and with respect to the Business Corporations Act and Regulations, we believe the following about the proposed name:

- In our opinion, none of the names found on the attached report are confusingly similar to the proposed Corporate name. However, it is recommended that you review the report to determine if you are in the same or similar line of business as those "**OLD GOAT**" corporations appearing; if so, you may want to consider obtaining consent from an existing corporation or group.

You may proceed with the use of the above name for a corporation, however, we must inform you that our review is not a guarantee of compliance with the regulations, or that you will be able to use the name if it turns out to cause confusion due to its similarity to other trademarks or trade names.

The use of any name is subject to the laws of the jurisdiction where the company intends to carry on business. The determination of whether this name meets said regulations or is not confusingly similar to other corporations, trade names or trademarks is ultimately up to your firm. All NUANS reports in Canada are prepared by CGI Information Systems and Management Consultants Inc. and Eldor-Wal Registrations cannot accept and expressly excludes all responsibility and liability resulting from the accuracy and/or comprehensiveness of this NUANS search.

Sincerely,

Ekam Gill
PER: ELDOR-WAL REGISTRATIONS (1987) LTD.

1200, 10123 - 99 St. NW, Edmonton, AB, T5J 3H1 | 1450, 530 8 Ave SW, Calgary, AB T2P 3S8
T: 1 (888) 429-5969 | F: (780) 428-6370 | mail@eldorwal.com
www.eldorwal.com

Alberta Reservation Report
Rapport pour réservation en Alberta

Old Goat Enterprises Inc.

121984353 **Distinctive/Distinctif:** Old Goat

 2023-08-17 15:38:59

NAICS codes/ codes SCIAN: **Alternate spelling/Variante orthographique:**

COMPANY NAME / NOM DE L'ENTREPRISE JUR / BUS./ACT.	NO.	DATE	CITY/VILLE	EP	TYPE	STATUS/STATUT	STAT.DATE/DATE STAT.
Old Goat Enterprises Inc.							
AB	121984353	2023-08-17				Prop.ELDOR	
OLD GOAT VENTURES							
AB	TN11129889	2004-06-11			TradeName	Active	
Old Goat Books Ltd.							
CD	10328405	2017-07-19	Waterloo		CBCA	Active	2022-02-25
OLD GOAT CYCLEWORKS							
AB	TN17898131	2013-12-11			TradeName	Active	
OLD GOAT CONSTRUCTION LTD.							
AB	2023670777	2021-09-10	CANMORE		Bus_Corp	Active	
OLD GOAT SKID STEER SERVICES							
AB	TN19959303	2016-09-28			TradeName	Active	
THE OLD GOAT ROOFING COMPANY							
AB	TN23346596	2021-03-24			TradeName	Active	
TWO OLD GOATS MECHANICAL LTD.							
AB	2021707621	2019-02-01	LETHBRIDGE		Bus_Corp	Active	2021-06-10
OLD GOAT HANDYMAN LTD.							
AB	2015612258	2010-09-27	RED DEER		Bus_Corp	Struck	2013-03-02
THE OLD GOATS SHOP LTD							
AB	200495091	1969-01-10			Bus_Corp	Struck	1982-11-01
OLD BRIT ENTERPRISES							
AB	TN18143784	2014-04-09			TradeName	Active	
OLD CROWS ENTERPRISES							
AB	PT9408543	2001-06-26			Ptnrshp	Active	
OLD TRUCK ENTERPRISES							
AB	TN8812455	2000-05-19			TradeName	Active	
OLD BRIDGE ENTERPRISES							
AB	PT18055012	2014-02-28			Ptnrshp	Active	
OLD SCHOOL ENTERPRISES							
AB	TN11856432	2005-08-05			TradeName	Active	
GOATS BEARD ENTERPRISES							
AB	TN19706100	2016-05-18			TradeName	Active	
OLD ELM ENTERPRISES LTD.							
AB	2014443259	2009-01-01	LETHBRIDGE		Bus_Corp	Active	2017-02-02

Alberta Reservation Report
Rapport pour réservation en Alberta

Old Goat Enterprises Inc.

121984353 **Distinctive/Distinctif:** Old Goat

 2023-08-17 15:38:59

NAICS codes/ codes SCIAN: **Alternate spelling/Variante orthographique:**

COMPANY NAME / NOM DE L'ENTREPRISE JUR BUS./ACT.	NO.	DATE	CITY/VILLE	EP	TYPE	STATUS/STATUT	STAT.DATE/DATE STAT.
OLD HAUL ENTERPRISES LTD. AB	2024333334	2022-05-31	EDSON		Bus_Corp	Active	
OLD WEST ENTERPRISES LTD. AB	2011355191	2004-11-01	BONNYVILLE		Bus_Corp	Active	
GOAT PANTS ENTERPRISES LTD. AB	2021252552	2018-06-13	EDMONTON		Bus_Corp	Start	2023-08-02
B. J. ENTERPRISES (OLDS) LTD. AB	2015492560	2010-08-01	OLDS		Bus_Corp	Active	
O.S.E. (OLD SCHOOL ENTERPRISES) AB	TN13186168	2007-04-27			TradeName	Active	
GOAT ENTERPRISES LTD. AB	201203825	1978-06-20			Bus_Corp	Struck	1983-12-01
OLD GUY ENTERPRISES INC. AB	2010465611	2003-05-12	EDMONTON		Bus_Corp	Struck	2017-01-02
OLD HAT ENTERPRISES LTD. AB	209418706	2001-07-03	GIBBONS		Bus_Corp	Struck	2005-01-02
OLD HALL ENTERPRISES LTD. AB	2120112376	2016-12-15	HINTON	ON	EP_Corp	Struck	2019-06-02
OLD POST ENTERPRISES INC. AB	205170327	1992-01-29	CALGARY		Bus_Corp	Struck	2012-07-02
BLIND GOAT ENTERPRISES INC. AB	208449132	1999-09-07	CALGARY		Bus_Corp	Struck	2014-03-02
OLD SILVER ENTERPRISES LTD. AB	203312913	1985-05-30	PEACE RIVER		Bus_Corp	Struck	2004-11-02
OLD FOSSILS ENTERPRISES INC. AB	200497543	1969-02-05	NANTON		Bus_Corp	Struck	2001-08-02
B. J. ENTERPRISES (OLDS) LTD. AB	203496492	1986-06-11	OLDS		Bus_Corp	Amlgmtd	2010-08-01
LEERITE ENTERPRISES (OLDS) LTD. AB	203069901	1983-12-14			Bus_Corp	Struck	1994-06-01
OLD YELLOW DOG ENTERPRISES INC. CD	9592016	2016-01-20	Montréal		CBCA	Dissolved	2018-11-19
KINNEY ENTERPRISES OLDS WEST LTD. AB	202930947	1982-12-09	OLDS		Bus_Corp	Struck	2002-06-02

Alberta Reservation Report
Rapport pour réservation en Alberta

Old Goat Enterprises Inc.

121984353 **Distinctive/Distinctif:** Old Goat

 2023-08-17 15:38:59

NAICS codes/ codes SCIAN: **Alternate spelling/Variante orthographique:**

COMPANY NAME / NOM DE L'ENTREPRISE JUR	NO.	DATE	CITY/VILLE	EP	TYPE	STATUS/STATUT	STAT.DATE/DATE STAT.
BUS./ACT.							
Three Old Puckers Sport Enterprise Inc.							
CD	8703353	2013-11-21	Dartmouth		CBCA	Dissolved	2016-09-17
OLD VIENNA DECORATING & ENTERPRISES LTD.							
AB	202026514	1978-12-04			Bus_Corp	Struck	1981-08-15
OLD TIMER ENTERPRIZE							
AB	TN8923229	2000-08-10			TradeName	Active	
GAOS ENTERTAINMENT ENTERPRISES INC.							
CD	8194262	2012-05-15	Ottawa		CBCA	Dissolved	2015-03-15
G.O.A.T							
AB	TN19208495	2015-09-16			TradeName	Active	
OLD HAT							
AB	CRY016941	1977-03-02			TradeName	Active	
OLD COAL							
AB	TN19439132	2016-01-13			TradeName	Active	
OLD GEZR							
AB	TN14548531	2009-02-26			TradeName	Active	
OLD HERO							
AB	TN21295456	2018-07-05			TradeName	Active	
OLD IRON							
AB	TN23285117	2021-03-02			TradeName	Active	
OLD NAVY							
AB	TN9491150	2001-08-27			TradeName	Active	
OLD SINS							
AB	TN24303448	2022-05-11			TradeName	Active	
OLD TAXI							
AB	CAL009491	1954-03-22			TradeName	Active	
OLD STOCK							
AB	TN24385049	2022-06-14			TradeName	Active	
OLDS TAXI							
AB	CRY003417	1972-03-10			Ptnrshp	Active	
OLDS TILE							
AB	TN21652425	2019-01-07			TradeName	Active	
2 OLD BAGS							
AB	PT7583354	1997-10-22			Ptnrshp	Active	

Alberta Reservation Report
Rapport pour réservation en Alberta

Old Goat Enterprises Inc.

121984353 **Distinctive/Distinctif:** Old Goat

2023-08-17 15:38:59

NAICS codes/ codes SCIAN: **Alternate spelling/Variante orthographique:**

COMPANY NAME / NOM DE L'ENTREPRISE JUR BUS./ACT.	NO.	DATE	CITY/VILLE	EP	TYPE	STATUS/STATUT	STAT.DATE/DATE STAT.
GOAT BIKES AB	TN24555435	2022-08-31			TradeName	Active	
GOATS ETC. AB	TN19783984	2016-06-25			TradeName	Active	
OLD AUGUST AB	TN8601486	1999-12-30			TradeName	Active	
OLD BAILEY AB	CRY013129	1976-03-22			TradeName	Active	
OLD GH ULC AB	2019599295	2016-03-29	CALGARY		Bus_Corp	Active	2023-07-10
OLD MUNICH AB	CRY070156	1982-12-15			TradeName	Active	
OLD SEASON AB	PT20976775	2018-02-07			Ptnrshp	Active	
OLDS PIZZA AB	TN15717754	2010-11-22			TradeName	Active	
OLDS TURBO AB	TN7021785	1996-07-12			TradeName	Active	
OLDS TURBO AB	TN4427894	1989-05-17			TradeName	Active	
SCAPE GOAT AB	TN4315966	1988-10-14			TradeName	Active	
SEARS-OLDS AB	TN15261571	2010-03-24			TradeName	Active	
2 OLD BEARS AB	PT17039322	2012-10-01			Ptnrshp	Active	
AN OLD CROW AB	PT15968811	2011-03-29			Ptnrshp	Active	
BILLY GOATS AB	TN6106751	1994-05-09			TradeName	Active	
DAYS OF OLD AB	TN6963573	1996-05-17			TradeName	Active	
GOAT TRACKS AB	TN25212226	2023-05-31			TradeName	Active	

*** This report does not constitute a Trademark reservation / Ce rapport ne constitue pas de réservation de marque de commerce**

TRADEMARK / MARQUE DE COMMERCE AP. NO. / NO. AP. GOODS/PRODUITS	REG. NO. / NO. ENR.	REG. DATE / DATE. ENR.	STATUS / STATUT	OWNER / PROPRIÉTAIRE CLASSES
GOAT 2126698 Hand grips and stands adapted for mobile phones; straps for mobile p...	TMA1172835	2023-03-22	Registerd	1661, Inc. 9
GOAT 2054038 Telecommunication services; data communication services by electroni...			Searched	1661, Inc. 38
GOAT 2054039 Application service provider (ASP) services; software as a service (...			Searched	1661, Inc. 42
GOAT 2098522 Credit card holders; business card holders; suitcases Bags; belt bag...			Searched	1661, Inc. 16,18
GOAT 2054037 Clothing; footwear; headwear; apparel; shoes; athletic footwear; ath...			Searched	1661, Inc. 9,14,18,25
GOAT 2261350 Thermoplastic enclosure covers for broadband and telecommunications ...			Formalizd	CHANNELL COMMERCIAL COR 17
GOAT 2098521 Glasses; sunglasses; optical glasses; sports glasses; ski glasses; p...			Searched	1661, Inc. 9
GOAT 2054036 Software; e-commerce software; computer software in the field of e-c...			Searched	1661, Inc. 9
GOAT 2054040 Online retail services; e-commerce services; wholesale services; pro...			Searched	1661, Inc. 35,41,42
GOAT 2098523 Toys; cards; trading cards; collectibles; collectible toys; collecti...			Searched	1661, Inc. 16,28
GOAT 2098519 Furniture; furniture parts and accessories; picture frames; home déc...			Searched	1661, Inc. 20
GOAT 2098520 Jewelry; watches; jewelry rolls; jewelry cases; jewelry boxes; jewel...			Approved	1661, Inc. 14
GOAT 2094067 Speed indicators; display monitors, touchscreen...Advertising o...			Searched	Subaru Canada, Inc. 9,12,35,36...
GOATS 2149256 Dietary food supplements in the nature of ready-to-eat protein bars;...			Formalizd	Bobdrus Corporation, a 5,29,30,32
OLD TV 1815260 Broadcasting, webcasting, streaming, and transmission of subscriptio...	TMA1011689	2018-12-20	Registerd	Sling TV L.L.C. 38,41
OLD BAY 2109248 Sausages. Spices, seasonings, spice blends and seasoning blends; Sau...			Formalizd	McCormick & Company, In 29,30
OLD OAK 0288242 Rum.	TMA143335	1966-01-07	Registerd	ANGOSTURA INTERNATIONAL 33

Trademark Report
Rapport des marques de commerce

Old Goat Enterprises Inc.

121984353 **Distinctive/Distinctif:** Old Goat

 2023-08-17 15:38:59

Nice classes/classification Nice: **Alternate spelling/Variante orthographique:**

*** This report does not constitute a Trademark reservation / Ce rapport ne constitue pas de réservation de marque de commerce**

TRADEMARK / MARQUE DE COMMERCE AP. NO. / NO. AP. GOODS/PRODUITS	REG. NO. / NO. ENR.	REG. DATE / DATE. ENR.	STATUS / STATUT	OWNER / PROPRIÉTAIRE CLASSES
OLD PAL 2070310 Cannabidiol (CBD) derived from hemp for smoking purposes; cannabidio...			Formalizd	Old Pal, LLC 34
Old Pal 2087402 Bandanas; hats; shirts; baseball caps and hats; graphic t-shirts; ho...			Opposed	Old Pal, LLC 25
OLD SAM 0993121 RUM	NFLD3121	1948-06-25	Registerd	Newfoundland and Labrad 33
OLD TUB 1946311 Alcoholic beverages, except beer, namely, whisky, gin, vodka, brandy...	TMA1144075	2022-09-30	Registerd	Jim Beam Brands Co. 33
G.O.A.T. 2094066 Speed indicators; display monitors, touchscreen...Advertising o...			Searched	Subaru Canada, Inc. 9,12,35,36...
ICE GOAT 1466451 Fromages.	TMA785720	2010-12-22	Registerd	SAPUTO PRODUITS LAITIER 29
OLD CAMP 1798801 Whiskey	TMA1048398	2019-08-12	Registerd	OLD CAMP WHISKEY COMPAN 33
OLD COOL 1687091 Clothing, namely pants, trousers, jeans, sweat pants, shorts, skirts...	TMA939596	2016-06-02	Registerd	Mike Burton 25
OLD CROC 1693530 Cheese.	TMA940944	2016-06-15	Registerd	TRUGMAN-NASH LLC 29
OLD CROW 0178633 Whiskey	UCA15093	1940-12-10	Registerd	JIM BEAM BRANDS CO. 33
Old Dame 2043762 Spirits			Formalizd	Roots and Wings Distill 33
OLD MILL 0402206 Cereal products; namely, rolled oats. Pancake mixes.	TMA221915	1977-07-15	Registerd	Smucker Foods of Canada 30
OLD MONK 1290599 Rum.	TMA678051	2006-12-01	Registerd	Mohan Meakin Limited 33
OLD NAVY 1138418 Candles.	TMA713863	2008-05-08	Registerd	Old Navy (ITM) Inc. a C 4
OLD NAVY 1157348 Dog leashes, dog collars, dog clothing, dog bla...Online servic...	TMA604814	2004-03-10	Registerd	Old Navy (ITM) Inc. 16,18,21,24...
OLD NAVY 1619409 Travel services namely, the operation of a website providing reserva...	TMA882279	2014-07-16	Registerd	Old Navy (ITM) Inc. 43
OLD NAVY 1619411 Christmas stockings.	TMA1021562	2019-05-15	Registerd	Old Navy (ITM) Inc. 28

Data provider information / Information concernant les fournisseurs des données

Data provider / Fournisseur des données	Data Available / Données disponibles	Update intervals / Intervalle de mise à jour	Latest update dates / Dernière mise à jour YYYY/MM/DD	Reference / Référence
Alberta / Alberta (AB)	Trade names/Noms commerciaux	Weekly/Hebdomadaire	2023-08-14	https://www.servicealberta.ca
Alberta / Alberta (AB)	Corporate names/Dénominations de société	Weekly/Hebdomadaire	2023-08-14	https://www.servicealberta.ca
Federal / Fédéral (CD)	Corporate names/Dénominations de société	Daily/Quotidien	2023-08-16	https://corporationscanada.ic.gc.ca
Office of the Superintendent of Financial Institutions / Bureau du surintendant des institutions financières (FI)	Corporate names/Dénominations de société	Monthly/Mensuel	2023-08-02	https://www.osfi-bsif.gc.ca
Trademarks / Marques de commerce (TM)	All registrations and applications, seeds, sections 9s/ Tout les enregistrements et demandes, semences et section 9	Weekly/Hebdomadaire	2023-08-15	https://www.ic.gc.ca/app/opic-cipo/trdmrks/srch

Abbreviation terminology and description / Description et terminologie des abréviations

Abbreviation/Abréviation	English Term	Terme français	Description
Names / Dénominations			
JUR.	Jurisdiction Code	Code d'autorité législative	Place where company or trade name is incorporated or registered / Lieu où l'entreprise ou la dénomination commerciale est constituée ou enregistrée
NO.	Company Number	Numéro de l'entreprise	I.D. number attributed by the authority / Numéro d'identification assigné par l'autorité
DATE	Creation Date	Date de création	Creation date of the company / Date de création de l'entreprise
CITY/VILLE	City	Ville	Place where registered office is situated / Lieu où le siège social est situé
EP	Extra-Provincial Code	Code extra-provincial	Place where the company originates from / Lieu d'origine de l'entreprise
TYPE	Company Type	Type d'entreprise	Business structure of the company / Structure de l'entreprise
STATUS/STATUT	Legal Status	Statut Légal	Current state of the company / État actuel de l'entreprise
STAT. DATE/DATE STAT.	Status Date	Date du statut	Date when status took effect / Date d'entrée en vigueur du statut
BUS./ACT.	Business activity	Secteur d'activité de l'entreprise	Business activity of the company / Secteur d'activité de l'entreprise
Trademark / Marque de commerce			
AP.NO./NO.AP.	Application Number	Numéro d'application	I.D. number attributed by the authority / Numéro d'identification assigné par l'autorité
REG.NO./NO.ENR.	Registration Number	Numéro d'enregistrement	I.D. number attributed by the authority / Numéro d'identification assigné par l'autorité
STATUS/STATUT	Status	Statut	Current state of the trademark / État actuel de la marque de commerce
OWNER / PROPRIÉTAIRE	Owner name	Propriétaire	Name of trademark owner / Nom du propriétaire de la marque de commerce
GOODS/PRODUITS	Goods and Services	Produits et services	Goods and services associated with a trademark / Produits et services associés à une marque de commerce
CLASSES	Nice Class Codes	Codes des classes Nice	Classification codes / Codes de classification
REG.DATE/DATE.ENR	Registration Date	Date d'enregistrement	Date on which a trademark is registered / Date à laquelle la marque de commerce est enregistrée

Reference / Référence

Reference / Référence	
Nuans home page / Page d'accueil de Nuans : https://www.nuans.com	Nuans report codes / codes des rapports Nuans : https://www.ic.gc.ca/eic/site/075.nsf/eng/00015.html
NAICS codes / codes SCIAN : https://www.naics.com/search/ (in English only/en anglais seulement)	Office of the Superintendent of Financial Institutions / Bureau du surintendant des institutions financières : https://www.osfi-bsif.gc.ca
Nice class codes / codes classification Nice : English: https://www.wipo.int/classifications/nice/en/index.html French: https://www.wipo.int/classifications/nice/fr/index.html	Registraire des entreprises du Québec : English: https://www.registreentreprises.gouv.qc.ca/en French: https://www.registreentreprises.gouv.qc.ca/

Corporate Registry
Service Alberta
Box 1007 Stn Main
Edmonton, Alberta T5J 4W6
Canada
Telephone: 780-427-7013
www.alberta.ca

August 17, 2023

To Whom It May Concern:

Subject: Business Number Issued

Thank you for completing your business/organization registration with the Alberta Corporate Registry. All newly registered Alberta business/organizations are automatically issued a Business Number (BN) by the Canada Revenue Agency (CRA).

Legal Name: OLD GOAT ENTERPRISES INC.
Alberta Corporate Access Number: 2025405727
Business Number: 794936955

If your business/organization is a corporation a CRA corporation income tax program account has also been created. The corporate income tax program account number is your BN with the suffix RC0001. For example: 123456789 RC0001.

For more information about Corporation Income Tax and other CRA federal program accounts (for example, GST/HST, payroll deductions, and import/export) please visit the following CRA website (https://www.canada.ca/en/revenue-agency.html).

The BN will simplify interactions with government, providing one easy method of identification. Federal and Provincial government programs may ask for your BN as part of service delivery. Using this common business identifier can save you time resolving identity issues and help you receive faster service. It can also minimize occurrences of mistaken identity.

You may use either the Corporate Access Number, Registration Number, or BN when submitting updates to the Alberta Corporate Registry.

Alberta Corporate Registry
Government of Alberta

APPENDIX ‘F’

GRANDE PRAIRIE LOT

SUPPORTING DOCUMENTS

APPENDIX ‘F-1’

JUNE 16, 2023 E-MAIL FROM CORNERSTONE TO THE INTERIM RECEIVER

Carolyn Parker

From: Mike Foley <Mike.Foley@cornerstonecu.com>
Sent: June 16, 2023 1:10 PM
To: Carolyn Parker; Matt Hanrahan
Subject: Grande Prairie land
Attachments: 11626, DRAFT - Cornerstone Credit Union, Highway Industrial Land, Grande Prairie, AB.pdf

Hi Carolyn and Matt,

Scott Cable's response to our inquiries about the Silent Bear debt and the collateral held (20 acres near Grande Prairie) is as follows:

> I'm writing to explain the ownership of the Grande Prairie land. The iss has the file that shows a trust agreement between Silent Bear and TNT Grande Prairie. I'm not able to giv
> property as it's not mine it is now in control of the IR. You probably need to reach out to the receiver for permission to sell.
>
> Thank you,
>
> Scott Cable

I have also attached a draft of the appraisal we recently ordered. As you will see, the valuation of the 20 acre lot is considerably lower than the RM assessed value. Cornerstone believes there may be a shortfall if the property is not listed as soon as possible.

As we believe the property is vacant, Cornerstone is considering moving forward with obtaining a judicial listing order if necessary. We would of course request your consent to sell the property or to commence insolvency proceedings against the subject lands. Please confirm that your position regarding direction of net sale proceeds remains the same as previously stated, in light of your review of the loan and security documents to date.

Thank you,

Michael Foley
Manager, Special Loans
Cornerstone Credit Union
136 3rd Ave E, Melville SK S0A 2P0
t 306.621.2846 | **f** 306.728.4520 | **tf** 1.855.875.2255
mike.foley@cornerstonecu.com
www.cornerstonecu.com

The information contained in this email and any attachments may contain confidential and/or privileged information and is intended only for the person or entity to which it is addressed. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited. If you receive this email in error, please notify the sender and delete it from your system.

Click here if you do not wish to receive emails from Cornerstone Credit Union; or email ContactCentre@cornerstonecu.com with ‘Unsubscribe’ in the subject line, and confirming your name and mailing address in the email, allowing us to properly identify you.

APPENDIX ‘F-2’

DECEMBER 21, 2021 E-MAIL FROM KEOWN TO BFL CANADA

Chris Keown

From:	Chris Keown
Sent:	December 21, 2021 6:11 PM
To:	'Candice Zapletal'
Cc:	Ean Sharp
Subject:	RE: Ventures North Financial Group - Outstanding Endorsements
Attachments:	2020 Tax Notice GP 6-5-72-16NE.pdf; 2020 Tax Notice GP 6-5-72-14SW.pdf

Hi Candace,

We only have two parcels in GP. Both attached are owned by TNT GP (Even thought the one says Silent Bear…It is held in trust for TNT GP). They are both about 20 acres by chance. The one that says 79 722040 RR51 corresponds to a property listed on the schedule. The other one I believe is the correct address and is where our shop is also located. I can't find anything that has the 1425039, Block 1, Lot 1 - 20 Acres. Let me know if that helps and makes sense.

Chris Keown, CPA, CA
Ventures North Financial Group LP
(780)410-9948 Ext. 4

From: Candice Zapletal <czapletal@bflcanada.ca>
Sent: December 21, 2021 2:55 PM
To: Chris Keown <CK@vnfg.ca>
Cc: Ean Sharp <esharp@bflcanada.ca>
Subject: RE: Ventures North Financial Group - Outstanding Endorsements

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Chris,

Better to have the schedule updated anyway we will have that location removed. For Plan 1425039, Block 1, Lot 1 - 20 Acres
We have it noted as being land owned by TNT GP.

Candice Zapletal, CAIB, CIP
Client Service Manager
T. 1-403-398-2440 | 1-888-451-4132 | **F.** 1-403-313-3365
BFL CANADA

After Hours Claims: 1-866-938-5691 | cgyclaims@bflcanada.ca

From: Chris Keown <CK@vnfg.ca>
Sent: Monday, December 20, 2021 7:31 PM
To: Candice Zapletal <czapletal@bflcanada.ca>
Cc: Ean Sharp <esharp@bflcanada.ca>
Subject: RE: Ventures North Financial Group - Outstanding Endorsements

EXTERNAL EMAIL - COURRIEL EXTERNE

Hi Candice,

Thanks very much. For the 2021-2022 Commercial Portfolio endorsement fully stating all the vacant property being extended to by the Liability, I don't know if it really matters as there is no charge, but we no longer own *895 Pembina Road Sherwood Park AB - 2.3 Acres* , and I am having trouble determining which property is *Plan 1425039, Block 1, Lot 1 - 20 Acres*. Thanks again.

Chris Keown, CPA, CA
Ventures North Financial Group LP
(780)410-9948 Ext. 4

From: Candice Zapletal <czapletal@bflcanada.ca>
Sent: December 20, 2021 4:04 PM
To: Chris Keown <CK@vnfg.ca>
Cc: Ean Sharp <esharp@bflcanada.ca>
Subject: Ventures North Financial Group - Outstanding Endorsements

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Afternoon Chris,

We have now received the following endorsements from underwriters and attached them for your file:

- For the 2021-2022 Commercial Portfolio endorsement fully stating all the vacant property being extended to by the Liability
- For the 2020-2021 Commercial Portfolio – Endorsement deleting the 2004 Waukesha. $605 Return Premium
- For the 2020-2021 Commercial Portfolio – Endorsement Noting Revenues amended.
- For the 2020-2021 Commercial Portfolio – Full Endorsement for the Year End adjustments. $6,884 Return Premium

Our Invoice No. 490326 is also attached in the return premium amount of $7,489. We will be forwarding a refund cheque to you shortly.

We have reviewed the document(s) however we recommend that you also review the attached documents carefully and advise us immediately if anything contained therein is not in accordance with your understanding or if any amendment is required.

As brokers, we are bound to remind you that insurance transactions between an Insured and an Insurer are based on good faith. To safeguard your insurance coverage and comply with policy conditions, you have an obligation, for the entire policy period, to promptly notify your Insurer of all changes relevant to the risk which might affect the Insurer's decisions as to coverage and premium. Please be aware that if you do not disclose all such information, Insurers may have the right to void the policy in its entirety, or sections thereof which may lead to claims not being covered. Please advise us of any material change so that we may notify your Insurer accordingly.

We trust you will find everything to be in order; however, we ask that you review all attached documents and should you have questions or concerns, please do not hesitate to contact our office.

Best Regards,

Candice Zapletal, CAIB, CIP
Client Service Manager
T. 1-403-398-2440 | 1-888-451-4132 | **F.** 1-403-313-3365
E. czapletal@bflcanada.ca

BFL CANADA

BFL CANADA Insurance Services Inc.

200 - 1167 Kensington Crescent NW
Calgary, Alberta T2N 1X7
www.bflcanada.ca

After Hours Claims: 1-866-938-5691 | cgyclaims@bflcanada.ca

This message, including any attachments, is for the sole use of the addressee and contains information that is confidential and may be privileged. It may not be disclosed to or used by anyone else. If you are not the intended recipient, please notify the sender immediately and delete this message, including all attachments, and any physical copies thereof.

APPENDIX ‘F-3’

JUNE 21, 2023 LETTER FROM THE INTERIM RECEIVER, BY ITS LEGAL COUNSEL, TO BRYAN & COMPANY LLP

MLT AIKINS
WESTERN CANADA'S LAW FIRM

MLT Aikins LLP
Suite 1201 - 409 3rd Avenue S
Saskatoon, SK S7K 5R5
T: (306) 975-7100
F: (306) 975-7145

Jeffrey M. Lee, K.C.
Direct Line: (306) 975-7136
E-mail: jmlee@mltaikins.com

Carmen R. Balzer
Legal Assistant
Direct Line: (306) 956-6956
E-mail: cbalzer@mltaikins.com

June 21, 2023

Via E-Mail: kpchapotelle@bryanco.com

Bryan and Company LLP
2900 Manulife Place
10180 – 101 Street
Edmonton AB T5J 3V5

Attention: Mr. Kevin P. Chapotelle

Dear Sir:

Re: Fredrick North et al., (Applicants) v. Aaron Davison, Scott Cable, Christopher Keown, Coralynne Keown, Jamie Cable, et al. (Respondents) (Court File No.: 2303-04003, Court of King's Bench of Alberta, Judicial Centre of Edmonton)(the "Proceedings")

We write to you in our capacity as counsel to Ernst & Young Inc., court-appointed receiver of various companies more particularly designed in the Amended and Restated Initial Order of Justice M. E. Burns dated May 29, 2023 (the "**Interim Receiver**").

Among those companies in respect of which the Interim Receiver has been appointed is T "N" T Tank & Trailer Repair Grande Prairie Limited Partnership, by its general partner, T "N" T Tank and Trailer Repair Grande Prairie Ltd. ("**TNTGP**").

We enclose a copy of the Certificate of Title to a 20 acre parcel of land in the county of Grande Prairie No. 1 registered in the name of Silent Bear Holdings Ltd. and bearing the following legal description, namely:

Plan 1523152
Block 1
Lot 1A
Excepting thereout all mines and minerals
Area: 8.093 hectares (20 acres) more ore less

(the "**Grande Prairie Property**")

You will note that a mortgage (the "**Cornerstone Mortgage**") was registered against title to the Grande Prairie Property on December 18, 2018, in favour of Cornerstone Credit Union Financial Group Limited of Yorkton, Saskatchewan ("**Cornerstone**") in the amount of $3,250,000.00.

Cornerstone has contacted the Interim Receiver and indicated the intention of Cornerstone to move forward with a court-ordered sale of the Grande Prairie Property. Cornerstone has requested the consent of the Interim Receiver to a sale of the Grande Prairie Property by the appropriate court process.

Cornerstone has informed the Interim Receiver of information communicated to Cornerstone by Scott Cable to the effect that there exists a trust agreement between Silent Bear Holdings Ltd. (a company controlled by Scott Cable) and TNTGP.

Rather than become involved in unnecessary court proceedings in respect of a proposed trust agreement pertaining to the Grande Prairie Property, the Interim Receiver suggests that it would be more cost effective and straightforward for Silent Bear Holdings Ltd. simply to transfer title to the Grande Prairie Property directly to the beneficial owner of the Subject Property, namely TNTGP.

Accordingly, the Interim Receiver requests that Silent Bear Holdings Ltd. and Scott Cable transfer title to the Grande Prairie Property directly to TNTGP at the earliest opportunity.

Kindly consider this request with Scott Cable and Silent Bear Holdings Ltd. and let us hear from you.

Yours truly,

MLT AIKINS LLP

Per:

Jeffrey M. Lee, K.C.

JML:vrw

Encl.

cc: Ernst & Young Inc.
Attn: Neil Narfason/Carolyn Parker/Matt Hanrahan

LAND TITLE CERTIFICATE

S

LINC	SHORT LEGAL	TITLE NUMBER
0036 736 148	1523152;1;1A	182 317 305

LEGAL DESCRIPTION
PLAN 1523152
BLOCK 1
LOT 1A
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 8.093 HECTARES (20 ACRES) MORE OR LESS

ESTATE: FEE SIMPLE
ATS REFERENCE: 6;5;72;14;SW

MUNICIPALITY: COUNTY OF GRANDE PRAIRIE NO. 1

REFERENCE NUMBER: 152 205 889

REGISTERED OWNER(S)

REGISTRATION	DATE(DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
182 317 305	18/12/2018	TRANSFER OF LAND	$5,000,000	SEE INSTRUMENT

OWNERS

SILENT BEAR HOLDINGS LTD.
OF 40, 120 PORTAGE CLOSE
SHERWOOD PARK
ALBERTA T8H 2W2
(DATA UPDATED BY: CHANGE OF NAME 192029942)

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
142 384 644	13/11/2014	CAVEAT RE : ROAD WIDENING CAVEATOR - THE COUNTY OF GRANDE PRAIRIE NO. 1. 10001-84 AVENUE CLAIRMONT ALBERTA T0H0W0 AS TO PORTION DESCRIBED

(CONTINUED)

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
142 384 646	13/11/2014	CAVEAT RE : RESTRICTIVE COVENANT CAVEATOR - THE COUNTY OF GRANDE PRAIRIE NO. 1. 10001-84 AVENUE CLAIRMONT ALBERTA T0H0W0 " AFFECTS PART OF THIS TITLE "
152 282 956	11/09/2015	CAVEAT RE : RIGHT OF WAY AGREEMENT CAVEATOR - ATCO ELECTRIC LTD. ATTENTION: LAND & PROPERTIES, 10035-105 STREET EDMONTON ALBERTA T5J2V6 AGENT - KAYLA NESBITT
152 342 384	30/10/2015	UTILITY RIGHT OF WAY GRANTEE - THE COUNTY OF GRANDE PRAIRIE NO. 1. AS TO PORTION OR PLAN:1524968
172 108 042	04/05/2017	UTILITY RIGHT OF WAY GRANTEE - THE COUNTY OF GRANDE PRAIRIE NO. 1. AS TO PORTION OR PLAN:1524968
172 108 300	04/05/2017	UTILITY RIGHT OF WAY GRANTEE - THE COUNTY OF GRANDE PRAIRIE NO. 1. AS TO PORTION OR PLAN:1721485
182 317 307	18/12/2018	MORTGAGE MORTGAGEE - CORNERSTONE CREDIT UNION FINANCIAL GROUP LIMITED. 64 BROADWAY STREET EAST PO BOX 1210 YORKTON SASKATCHEWAN S3N2X3 ORIGINAL PRINCIPAL AMOUNT: $3,250,000

TOTAL INSTRUMENTS: 007

(CONTINUED)

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 19 DAY OF JUNE, 2023 AT 07:53 A.M.

ORDER NUMBER: 47548899

CUSTOMER FILE NUMBER: 107691-11

END OF CERTIFICATE

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

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