SCHEDULE "A"
NOTICE

TO: London Life (the "**Insurer**")

RE: Policy Number B458014-0 in favour of J.W. Carr Holdings Ltd. (as amended, replaced, substituted or modified from time to time, the "**Policy**")

AND RE: Promissory Note dated October 20, 2020 (as the same may be amended, modified supplemented, extended, renewed, restated, replaced and/or superseded from time to time, the "**Note**") among J.W. Carr Holdings Ltd., as Borrower and Marjorie Ann Carr, as Lender.

The undersigned hereby gives notice to the Insurer pursuant to the Policy that any amount due to the undersigned and ascertained to be payable as provided in the Policy shall be payable to **Marjorie Ann Carr** (the "**Lender**") at 2400, 10303 Jasper Avenue, Edmonton, Alberta T5J 3N6 for the account of the undersigned. This direction shall be irrevocable unless any revocation is agreed to in writing the Lender.

Dated this 20th day of October, 2020.

J.W. CARR HOLDINGS LTD.

Per: M Carr
Marjorie Anne Carr - Director

Address: 2400, 10303 Jasper Avenue
Edmonton, Alberta T5J 3N6

This is Exhibit J to the affidavit of

Michael G. Broadfoot affirmed on

Miranda Sharpe (she/her)

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

Begin forwarded message:

From: John Stevens <jstevens@camillagroup.com>
Subject: FW: June Carr Group of Companies Update
Date: June 17, 2022 at 1:36:49 PM PDT

To: "mike.broadfoot@icloud.com" <mike.broadfoot@icloud.com>

Hi Mike,
Below is the communication I was referring to.
Thanks,
John

John M. Stevens, CPA, CMA
President and Co-Founder

CAMILLA ADVISORY GROUP

Camilla Advisory Group Inc.
Phone: 780-991-8930
jstevens@camillagroup.com
www.camillagroup.com
#215, 16504 118th Ave
Edmonton, AB T5V 1C8

From: John Stevens
Sent: Wednesday, June 15, 2022 4:31 PM
Subject: June Carr Group of Companies Update

To: CARR Debt Holders (via email)
RE: June Update

We would like to provide all of you an additional update regarding the Carr Group of companies.

As per our previous communications, the Carr Group continues to experience cash flow constraints and is unable to meet its' payment obligations to Debt Holders. We continue to work with Carr and its largest real estate lender, Romspen, to achieve an overall financial restructuring. Our hope is the restructuring will eventually allow Carr to be able to satisfy all its' obligations to debt holders.
We anticipate the proposed restructuring will include the following:

- Forbearance agreement with Romspen
- Conversion of all unsecured promissory notes to preferred shares, which will carry a cumulative dividend rate and have priority over the common shares. These preferred shares will be redeemed over time as the Carr Group is able to sell off additional real estate. This is a very important part of the restructuring that will create a balance sheet with more equity and less debt. All promissory note holders will be required to convert their promissory notes to preferred shares for the restructuring to be successful.
- Amalgamation of several legal entities to significantly simplify the corporate structure

- Sale of additional properties to free up cash in order to support a proposed restructuring

We continue to work with Carr to complete the following:

- Preparing monthly cash flow forecasts to properly understand the current and expected future cash burn of the Carr Group over the next 12 months.
- Helping get all the financials for all of the companies within the group up-to-date
- Discussions with largest senior lender (Romspen) on a forbearance agreement and delaying the foreclosure proceedings they have started

We hope to be able to communicate a more detailed restructuring plan to you in the next 45-60 days. This communication will outline the proposed restructuring and summarize the current net asset/debt position of the Carr Group and anticipated cash flows for the next 12 months (reflective of the restructuring).

Our first priority continues to be working on achieving a forbearance agreement with Rompsen. We believe the conversion of the promissory notes to preferred shares will increases the likelihood of being able to refinance the Romspen debt. More details to come.

The Carr Group of Companies' ultimate goal is that all debt holders will eventually be paid in full. A refinancing and an orderly sale of all of Carr's assets over time will make this feasible. Development land takes time to realize the full value.

We appreciate your support and patience and look forward to working through this process with you. If you have any further questions do not hesitate to contact us

John M. Stevens, CPA, CMA
President and Co-Founder

CAMILLA
ADVISORY GROUP

Camilla Advisory Group Inc.
Phone: 780-991-8930
jstevens@camillagroup.com
www.camillagroup.com
#215, 16504 118th Ave
Edmonton, AB T5V 1C8

This is Exhibit K to the affidavit of

Michael G. Broadfoot affirmed on

- Would GREY HAWK have a speaker to a client event?

Dani

CARBON ENGINEERING

Project Mary Cam / John Stevens Chat

Pref Shares

August 19, 2022

M

- Money owed to Broadfoot

- they need $2.5 mm to Bridge and would get priority over ~~other~~ Lenders

- Security on all

- Put me ahead of Romspan on various assetts

- we stay on pravity above Romspan on many assetts

- I need a lawyer

- Another fellow is going to put in $2.5 mm @ 10% to 12%

-

This is Exhibit L to the affidavit of

Michael G. Broadfoot affirmed on

____

(Commissioner for Oaths in and for the

Province of Alberta)

Miranda Sharpe (she/her)

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

Begin forwarded message:

From: Michael Broadfoot <mike.broadfoot@icloud.com>
Subject: Carr Holdings - Broadfoot financing Oct 2022
Date: October 10, 2022 at 10:30:46 AM PDT
To: Michael Zvonkovic <mzvonkovic@camillagroup.com>, John Stevens <jstevens@camillagroup.com>, Marj Carr <marj@jwcarrholdings.ca>

Hi Michael, John and Marj,
I hope you are all enjoying a nice Thanksgiving weekend with friends and family.

Attached is a set of general terms that I require for the financing we have been discussing.

I would like my Pref A shares to be acted on right away, not waiting for Pref B discussions to gain approval, etc etc.

Please confirm if the general terms are acceptable and clearly enough articulated for us to move forward with forwarding the funds on Thursday morning. We must all realize we will not get this 'papered' in advance and thus need to 'trust' in getting it all papered ASAP.

I will send a similar document to for a revised personal guarantee, which Marj and I have discussed. Marj and I will drive that to conclusion as a separate initiative in parallel with the financing elements for Carr Holdings.

Please review and confirm terms as soon as you can.

John and Michael,
I also have some thoughts and input on your Pref B initiative, which Marj has given me a green light to share with you two directly. I could discss those Tuesday morning, but head into a Board meeting Tuesday afternoon.

Warm Regards,
Mike

Michael Broadfoot
mike.broadfoot@icloud.com

Broadfoot Bridge Loan to J.W. Carr Holdings Ltd ("Corp").

- CAD $500,000.00 shall be transferred from Broadfoot to Corp on or about the morning of October 13, 2022. Corp to provide wire details on October 11, 2022.
- The $500,000 added to an existing promissory note plus associated accrued interest, and that aggregated debt exchanged for Series A Preferred Shares in Corp ("Pref A").
- The annualized dividend rate of the Pref A shall be 4%. Such dividends accruing and compounding until declared and paid by Corp.
- Broadfoot's Pref A to have registered security registered against as many specific assets within the Corp as reasonably practical, using all reasonable best efforts on the part of Corp to facilitate such registrations. Broadfoot to be reasonable in situations where registering security for a specific asset is not practical. The final list of assets which are subject to, and 'not' subject to, registration shall be subject to approval of Broadfoot acting reasonably.
- The Pref A to be senior to common shares and any other class or series of shares, including other preferred shares to be issued from time to time by Corp.
- No additional Pref A shares issued to third parties without prior written approval of Broadfoot.
- The Pref A to be subordinated to Bank Debt, and the current Senior Lender (Romspan), and any replacement lenders of a similar class and nature to banks and/or the Senior Lender.
- Broadfoot will execute subordination agreements with the banks and Senior Lender as required.
- A General Security Agreement (GSA) encompassing all assets of the Corp in favour of Broadfoot. The GSA shall not unduly restrict Corp. Broadfoot shall cooperate with Corp in an orderly sale of assets until such time that the Pref A is paid out, including reasonable allowances for funding the ongoing operations of Corp, as the Corp's business is wound down over time. .
- If so desired by Corp, Broadfoot shall act as a Pref A representative on a committee that works with the Corp and oversees budgets, expenditures, and disbursements of funds generated from asset sales, bearing in mind that Corp will require ongoing operating funds while winding down the business.
- A personal guarantee ("PG") from Marj Carr ("Carr") that guarantees the monetary face value of Broadfoots Pref A and associated dividends. Such PG to be agreed to by Broadfoot and Carr in a separate stand-alone document.

This is Exhibit M to the affidavit of

Michael G. Broadfoot affirmed on

PROMISSORY NOTE

DATE: October 12, 2022
Edmonton, Alberta

FOR VALUE RECEIVED, **272649 ALBERTA LTD., J.W. CARR HOLDINGS LTD.("Carr Holdings")** and **MARJORIE A. CARR ("M. Carr")**, all collectively (the "Borrower") DO HEREBY JOINTLY AND SEVERALLY PROMISE TO PAY to **MICHAEL BROADFOOT** (the "Lender") the principal sum of **FIVE HUNDRED THOUSAND ($500,000.00) DOLLARS**, together with interest calculated on the aforesaid sum (or on so much thereof as shall from time to time remain unpaid) at the rate of **FOUR (4.0%)** per cent per annum, commencing on the date hereof, calculated monthly and compounded annually, both before and after demand, default and judgment, until payment in full of all indebtedness and accrued but unpaid interest owing hereunder. The principal sum (or so much thereof as then remains outstanding), together with all accrued but unpaid interest thereon, shall in any event be due and payable in full on **October 12, 2023**. Provided that the undersigned are not then in default of their obligations and covenants hereunder, the Lender may, in its sole and unfettered discretion, extend the date for repayment of the principal sum.

THE FUNDS hereunder are intended to facilitate and extend a forebearance arrangement with a certain secured lender to Carr Holdings.

BORROWER AND LENDER shall diligently complete an exchange of all the indebtedness between Borrower and Lender for class "A" preferred shares in Carr Holdings, as a standalone class of shares, ahead in preference to all other classes of shares in Carr Holdings, and subordinate only to bank debt and specific secured lenders, including any future replacement lenders to the existing secured lenders.

AS SECURITY for any and all outstanding financing between the Lender and the Borrower, the Lender shall be secured by M. Carr's Life Insurance Policy(s) plus a General Security Agreement with Carr Holdings plus registered security against various assets and property of Carr Holdings, which in aggregate are satisfactory to the Lender.

THE UNDERSIGNED, when not in default hereunder, shall have the privilege of prepaying the whole or any part of the monies owing hereunder at any time without notice, bonus or penalty. Provided always however that any partial prepayment of the principal sum shall not release the undersigned from their obligation to make the payments required hereunder as and when the same become due for so long as monies remain outstanding hereunder.

THE UNDERSIGNED, endorser and guarantors hereof waive presentment for payment, notice of protest, demand for payment and notice of non-payment. No time given to, or security taken from or composition or arrangement entered into with any party hereto shall prejudice the rights of the holder to proceed against any other party.

ALL COVENANT AND OBLIGATIONS of the undersigned shall be deemed joint and several.

DATED at the City of Edmonton, in the Province of Alberta this 12th day of October, 2022.

272649 ALBERTA LTD.

Per: M Carr

M Carr
MARJORIE A. CARR

J.W. CARR HOLDINGS LTD.

Per: M Carr

Witness

This is Exhibit N to the affidavit of

Michael G. Broadfoot affirmed on

LOAN AGREEMENT

THIS AGREEMENT is dated as of December 12, 2022, with effect as of October 15, 2022 (such latter date, the "**Effective Date**").

AMONG:

J.W. CARR HOLDINGS LTD., as Borrower

\- and -

MICHAEL G. BROADFOOT, as Lender

WHEREAS Marjorie Ann Carr is indebted to the Lender pursuant to a promissory note dated as of October 20, 2017 with an initial principal sum of $4,500,000 (as amended and restated as of October 20, 2020, the "**Initial Note**"), with accrued and unpaid interest thereon being $972,783 as of the Effective Date;

WHEREAS the Borrower is indebted to Marjorie Ann Carr pursuant to a promissory note dated as of October 20, 2017 with an initial principal sum of $4,500,000 (as amended and restated as of October 20, 2020, the "**Holdings Note**"), with accrued and unpaid interest thereon being $972,783 as of the Effective Date;

AND WHEREAS pursuant to a Loan Assignment Agreement dated as of October 20, 2017 and amended and restated as of October 20, 2020 (the "**Assignment Agreement**") between Marjorie Ann Carr, as assignor and the Lender as assignee, Marjorie Ann Carr transferred, set over and assigned unto the Lender all of her right, title and interest in and to the Holdings Note and the indebtedness evidenced thereby, and the Lender accepted such assignment and transfer, all in exchange for the termination of the Initial Note and the satisfaction of the indebtedness evidenced thereby;

AND WHEREAS Marjorie Ann Carr and the Borrower are indebted to the Lender pursuant to a promissory note dated as of October 12, 2022 with the principal sum of $500,000 (the "**Second Note**");

AND WHEREAS the parties hereto wish to enter into this Agreement to replace and supersede the Initial Note, the Holdings Note (as assigned by the Assignment Agreement) and the Second Note (collectively, the "**Existing Debt Documents**") and to evidence all indebtedness under the Existing Debt Documents;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby conclusively acknowledged by each of the parties hereto, the parties hereto covenant and agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement (including the recitals hereto), unless something in the subject matter or context is inconsistent therewith:

"**Acquisition**" means, with respect to any Person, any purchase or other acquisition, regardless of how accomplished or effected (including any purchase or other acquisition effected by way of amalgamation, merger, arrangement, business combination or other form of corporate reorganization, or by way of purchase, lease or other acquisition arrangements), of:

(a) any other Person (including any purchase or acquisition of issued and outstanding securities of, or a portion of an equity interest in, another Person, with the effect of that other Person becoming a Subsidiary of the purchaser or of any of its Affiliates) or of all or substantially all of the Property of any other Person; or

(b) any division, business or operation of any other Person or of all or substantially all of the property or assets of any division, business or operation of any other Person.

"**Affiliate**" means, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

"**Agreement**" means this agreement, as amended, modified, supplemented or restated from time to time in accordance with the provisions hereof.

"**Applicable Law**" means: (a) any domestic or foreign statute, law (including common and civil law), treaty, code, ordinance, rule, regulation, restriction or by-law (zoning or otherwise); (b) any judgment, order, writ, injunction, decision, ruling, decree or award; and (c) any official interpretation of any of the foregoing, in any event, of any Governmental Authority, binding on or affecting the Person referred to in the context in which the term is used or binding on or affecting the property of such Person, in each case whether or not having the force of law.

"**Associate**" means an "associate" as defined in the *Business Corporations Act* (Alberta).

"**Banking Day**" means a day, other than a Saturday, Sunday or statutory holiday, on which banks are open for business in Calgary (Alberta).

"**Borrower**" means, J.W. Carr Holdings Ltd.

"**Canadian Dollars**", "**Cdn. Dollars**", "**Cdn. $**" and "**$**" mean lawful money of Canada for the payment of public and private debts.

"**Capital Lease**" means any lease or similar transaction that is accounted for as a capital lease under GAAP.

"**Capital Lease Obligations**" means, as to any Person, the obligations of such Person to pay rent or other amounts under a lease of (or other agreement conveying the right to use) real and/or personal property which obligations are required to be classified and accounted for as a Capital Lease on a balance sheet of such Person and, for purposes of this Agreement, the amount of such obligations shall be the capitalized amount thereof.

"**Change of Control**" means if any Person, or group of Persons acting jointly or in concert, acquires Voting Securities of the Borrower to which are attached 50% or more of the votes that may be cast to elect directors thereof.

"**Collateral**" means all property (real or personal, tangible or intangible, moveable or immovable) and interests in property and proceeds thereof now owned or hereafter acquired by any Loan Party in or upon which a Lien is granted or purported to be granted pursuant to any Loan Document to secure any Secured Obligations.

"**Control**" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of Voting Securities, by contract or otherwise. "**Controlling**" and "**Controlled**" have corresponding meanings.

"**Credit Event**" means the occurrence of any one or more of the following events or circumstances:

(a) ***Involuntary Insolvency***. if any case, proceeding or other action shall be instituted in any court of competent jurisdiction against any Loan Party seeking in respect of such Person an adjudication in bankruptcy, reorganization of its indebtedness, dissolution, winding up, liquidation, a composition, proposal or arrangement with creditors, a readjustment of debts, the appointment of a trustee, receiver, receiver and manager, interim receiver, custodian, liquidator or any Person with similar powers with respect to such Person or of all or any substantial part of its assets, or any other like relief in respect of such Person under the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada), the *Winding-Up and Restructuring Act* (Canada) or any other bankruptcy, insolvency or analogous law and:

(i) such case, proceeding or other action results in an entry of an order for relief or any such adjudication or appointment; or

(ii) if such case, proceeding or other action is being contested in good faith by the Borrower, the same shall continue undismissed, or unstayed and in effect, for any period of thirty (30) consecutive days;

(b) ***Voluntary Insolvency***. if any Loan Party:

(i) makes any assignment in bankruptcy or makes any other assignment for the benefit of creditors;

(ii) makes any proposal under the *Bankruptcy and Insolvency Act* (Canada) or any comparable law, seeks relief under the *Companies' Creditors Arrangement Act* (Canada), the *Winding-Up and Restructuring Act* (Canada) or any other bankruptcy, insolvency or analogous law, or files a petition or proposal to take advantage of any act of insolvency;

(iii) consents to or acquiesces in the appointment of a trustee in bankruptcy, receiver, receiver and manager, interim receiver, custodian, sequestrator or other person with similar powers of itself or of all or any portion of its assets which is, in the opinion of the Lender, material;

(iv) files a petition or otherwise commences any proceeding seeking any reorganization, arrangement, composition, administration or readjustment under any applicable bankruptcy, insolvency, moratorium, reorganization or other similar law affecting creditors' rights (including an arrangement or proceeding under the *Canada Business Corporations Act*, the *Business Corporations Act* (Alberta) or any other analogous statute, as applicable);

(v) commits or threatens to commit an act of bankruptcy under the Bankruptcy *and Insolvency Act* (Canada) or any statute passed in substitution therefor;

(vi) becomes insolvent or is not able to pay its debts as they become due, or admits in writing its inability to pay its debts as they become due; or

(vii) consents to, or acquiesces in, the filing of such assignment, proposal, relief, petition, proposal, appointment or proceeding or takes any action to authorize or effect any of the foregoing;

(c) ***Dissolution, etc***. except as permitted under Section 6.3(b), if proceedings are commenced for the dissolution, liquidation or winding-up of any Loan Party unless such proceedings are being actively and diligently contested in good faith to the satisfaction of the Lender, or if a decree or order is enacted for the dissolution, liquidation or winding-up of any Loan Party; or

(d) ***Change of Control***. if a Change of Control occurs without the prior written consent of the Lender.

"**Debt**" means, with to any Person as at any time and as determined on a consolidated basis in respect of such Person (**X**), in accordance with GAAP and without duplication:

(a) indebtedness of X for borrowed money;

(b) obligations of X arising pursuant or in relation to: (i) bankers' acceptances (including payment and reimbursement obligations in respect thereof), or (ii) letters of credit, letters of guarantee and surety bonds supporting obligations which would otherwise constitute Debt within the meaning of this definition or indemnities issued in connection therewith;

(c) obligations of X with respect to drawings under all letters of credit and letters of guarantee;

(d) obligations of X under guarantees, indemnities, assurances, legally binding comfort letters or other contingent obligations relating to the indebtedness or other obligations of any other Person which would otherwise constitute Debt within the meaning of this definition if such other Person was X and all Financial Assistance including endorsements of bills of exchange (other than for collection or deposit in the ordinary course of business);

(e) (i) all indebtedness of X representing the deferred purchase price of any property to the extent that such indebtedness is or remains unpaid after the expiry of the customary time period for payment, provided however that such time period shall in no event exceed 90 days, (ii) all obligations of X created or arising under or in respect of any: (A) conditional sales agreement or other title retention agreement which is not a lease or (B) Capital Lease;

(f) all indebtedness of X created or arising under any Sale and Leaseback Transaction;

(g) all obligations of X, whether or not contingent, to purchase, redeem, retire, defease, or otherwise acquire for value any of its own Stock or Stock Equivalents (or any Stock or Stock Equivalent of a direct or indirect parent entity thereof), valued at, in the case of redeemable preferred Stock, the greater of the voluntary liquidation preference and the involuntary liquidation preference of such Stock plus accrued and unpaid dividends;

(h) all other long-term obligations (including the current portion thereof) upon which interest charges are customarily paid prior to default by X; and

(i) all indebtedness and other obligations of other Persons secured by a Lien on any asset of X, whether or not such indebtedness is assumed thereby; provided that the amount of such indebtedness shall be the carrying value of such indebtedness to the extent recorded as a liability in accordance with GAAP,

but excluding, for greater certainty, (i) trade payables and related accrued liabilities that are current liabilities incurred in the ordinary course of business, (ii) current and future taxes and (iii) Operating Leases.

"**Default**" means (a) if any representation or warranty made or deemed to be made by any Loan Party under this Agreement or any other Loan Document shall prove to have been incorrect on an as of the date made, and the same has not been rectified or (b) if any Loan Party fails to observe or perform any covenant or obligation herein or in any other Loan Document on its party to be observed or performed, and such failure has not been rectified or otherwise cured.

"**Default Rate**" means the prime rate issued by Royal Bank of Canada on any day plus 12% *per annum.*

"**Demand for Repayment**" means delivery of a Demand Notice by the Lender to the Borrower, including the deemed delivery of such Demand Notice upon the occurrence of a Credit Event pursuant to Section 8.1(b).

"**Demand Notice**" has the meaning given to it in Section 8.1(a).

"**Designated Officer**" means the president, chief executive officer, chief financial officer, any executive vice-president, chief financial officer, any vice-president, the controller or the treasurer of any Person and where such Person is a trust, any of the foregoing named officers of such Person's trustee or administrator.

"**Distribution**" means (a) the declaration, payment or setting aside for payment of any dividend or other distribution on or in respect of any Stock or Stock Equivalents of any Loan Party (including any return of capital); (b) the redemption, retraction, purchase, retirement, defeaseance, discharge or other acquisition, in whole or in part, of any Stock or Stock Equivalents of any Loan Party; (c) the making of any loan or advance or any other provision of credit or Financial Assistance by any Loan Party to any Insider or holder of Stock of such Loan Party; or (d) the payment of any principal, interest, fees or other amounts on or in respect of any loans, advances or other Debt owing at any time by any Loan Party to any Insider or holder of Stock of such Loan Party; and whether any of the foregoing is made, paid or satisfied with or for cash, property or any combination thereof.

"**Environmental Claims**" means any and all administrative, regulatory or judicial actions, suits, demands, claims, liens, notices of non-compliance or violation, investigations, inspections, inquiries or proceedings relating in any way to any Environmental Laws or to any permit issued under any such Environmental Laws including:

(a) any claim by a Governmental Authority for enforcement, clean-up, removal, response, remedial or other actions or damages pursuant to any Environmental Laws; and

(b) any claim by a person seeking damages, contribution, indemnification, cost recovery, compensation or injunctive or other relief resulting from or relating to Hazardous Materials, including any Release thereof, or arising from alleged injury or threat of injury to human health or safety (arising from environmental matters) or the environment.

"**Environmental Laws**" means all Applicable Laws with respect to the environment or environmental or public health and safety matters contained in statutes, regulations, rules, ordinances, orders, judgments, approvals, notices, permits or policies, guidelines or directives whether or not having the force of law, relating to (a) pollution, contamination, injury, destruction, loss, protection, cleanup, reclamation or restoration of the air, surface water, groundwater, land surface or subsurface strata, or other natural resources; (b) solid, gaseous or liquid waste generation, treatment, processing, recycling, reclamation, cleanup, storage, disposal or transportation; (c) exposure to pollutants, contaminants, hazardous, medical infections, or toxic substances, materials or wastes; (d) the safety or health of employees; or (e) the manufacture, processing, handling, transportation, distribution in commerce, use, storage or disposal of hazardous, medical infections, or toxic substances, materials or wastes.

"**Environmental Orders**" includes all applicable orders, directives, judgments, decisions or the like rendered by any Governmental Authority or court of competent jurisdiction pursuant to Environmental Laws or Environmental Permits.

"**Environmental Permits**" includes all permits, certificates, approvals, registrations, licences or other instruments issued by any Governmental Authority and relating to or required for any Loan Party or its

Subsidiaries to carry on their businesses, activities and operations in compliance with all Environmental Laws and Environmental Orders.

"**Equivalent Amount**" means in one currency (as used in this definition, the "**First Currency**") of an amount in another currency (as used in this definition, the "**Other Currency**") means, as of the date of determination, the amount of the First Currency which would be required to purchase such amount of the Other Currency at the daily average exchange rate quoted by the Bank of Canada at approximately the close of business on the Banking Day immediately preceding such date of determination.

"**Excluded Taxes**" means, with respect to the Lender or any other recipient of any payment to be made by or on account of any obligation of a Loan Party hereunder, (a) taxes imposed on or measured by its net income, profits or capital, or franchise taxes, in each case imposed on it by the jurisdiction (or any political subdivision thereof) under the laws of which such recipient is organized or in which its principal office is located, and (b) any branch profits taxes or any similar tax imposed by any jurisdiction in which the Lender is located.

"**Financial Assistance**" means, with respect to any Person and without duplication, any loan, guarantee, undertaking to assume, endorsement (other than the routine endorsement of cheques in the ordinary course of business), indemnity, assurance, acceptance, extension of credit, loan purchase, share purchase, equity or capital contribution, investment or other form of direct or indirect financial assistance or support of any other Person or other obligation (contingent or otherwise), in each case, primarily for the purpose of enabling another Person to incur or pay any Debt or to comply with agreements relating thereto or otherwise to assure or protect creditors of the other Person against loss in respect of Debt of the other Person and includes any guarantee of or indemnity in respect of the Debt of the other Person and any absolute or contingent obligation to (directly or indirectly):

(a) advance or supply funds for the payment or purchase of any Debt of any other Person;

(b) purchase, sell or lease (as lessee or lessor) any property, assets, goods, services, materials or supplies primarily for the purpose of enabling any Person to make payment of Debt or to assure the holder thereof against loss;

(c) guarantee, indemnify, hold harmless or otherwise become liable to any creditor of any other Person from or against any losses, liabilities or damages in respect of Debt;

(d) make a payment to another for goods, property or services regardless of the non-delivery or non-furnishing thereof to any Loan Party or any of its Affiliates; or

(e) make an advance, loan or other extension of credit to or to make any subscription for equity, equity or capital contribution, or investment in or to maintain the capital, working capital, solvency or general financial condition of another Person.

The amount of any Financial Assistance is the amount of any loan or direct or indirect financial assistance or support, without duplication, given, or all Debt of the obligor to which the Financial Assistance relates, unless the Financial Assistance is limited to a determinable amount, in which case the amount of the Financial Assistance shall be deemed to be the lesser of such determinable amount and the amount of such obligation.

"**GAAP**" means generally accepted accounting principles which are in effect from time to time in Canada, which is currently International Financial Reporting Standards; provided that for the purposes of the Loan Documents, GAAP shall be deemed to exclude the implementation of IFRS 16 (Leases).

"**Governmental Authority**" means the government of Canada, the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government, including a Minister of the Crown, Superintendent of Financial Institutions or other comparable authority or agency.

"**Governmental Authorization**" means, in respect of any transaction, Person or event, any authorization, exemption, license, permit, franchise or approval from, or any filing or registration with, any Governmental Authority applicable to such transaction, Person or event or to any of such Person's business, undertaking or property, including those required under any Environmental Law, and "**Governmental Authorizations**" means any and all of the foregoing.

"**Guarantee**" means any guarantee, undertaking to assume, endorse, contingently agree to purchase or to provide funds for the payment of, or otherwise become liable in respect of, any obligation of any Person; provided that the amount of each Guarantee shall be deemed to be the amount of the obligation guaranteed thereby, unless the Guarantee is limited to a determinable amount in which case the amount of such Guarantee shall be deemed to be the lesser of such determinable amount and the amount of such obligation.

"**Guarantors**" means, collectively, KCM Construction (2022) Ltd., Spruce Grove Industrial Park Inc., 272649 Alberta Ltd., 1303813 Alberta Ltd., 1496206 Alberta Ltd., Grande Prairie Place Enterprises (1996) Inc., 1170292 Alberta Ltd. and each other Subsidiary of the Borrower which has executed and delivered to the Lender a Guarantee to and for the benefit of the Lender, guaranteeing on a joint and several basis all Secured Obligations of each other Loan Party.

"**Hazardous Materials**" means any substance or mixture of substances defined as or determined to be a pollutant, contaminant, waste, hazardous waste, hazardous chemical, hazardous substance, toxic substance or dangerous good under any Environmental Law.

"**Indemnified Taxes**" means Taxes other than Excluded Taxes.

"**Indemnitee**" has the meaning given to it Section 10.1(b).

"**Insider**" means, in respect of any Person: (a) the partners, directors, officers, employees, trustees and administrators of (i) such Person and (ii) such Person's Affiliates; and (b) any Associates of those listed in (a).

"**Interest Payment Date**" means the last day of each calendar month, and if such day is not a Banking Day, on the next following Banking Day; provided that, in any case, the date on which the Outstanding Principal of the Loan is repaid in full shall be an Interest Payment Date.

"**Investment**" means, with respect to any Person, whether direct or indirect:

(a) any purchase, or other acquisition, in each case whether beneficially or otherwise, of any investment in, including any interest in, any Stock or Stock Equivalents of any other Person;

(b) any purchase or other acquisition, whether in one transaction or in a series of transactions, of all or a significant part of the property of any other Person or a business conducted by any other Person or all or substantially all of the assets constituting the business of a division, branch, brand, or other unit operation of any other Person;

(c) any incurrence of, remaining liable under, any Guarantee for the Debt of any other Person, to assume the Debt of any other Person or agent making, holding, purchase, or other acquisition, in each case directly or indirectly, of any deposit, loan, advance, commitment to lend or advance, or other extension of credit (including by deferring or extending the date of, in each case outside the ordinary course of business, the payment of the purchase price for Sales of property or services to any other Person, to the extent such payment obligation constitutes Debt of such other Person), excluding deposits with financial institutions available for withdrawal on demand, prepaid expenses, accounts receivable and similar items created in the ordinary course of business;

(d) any contribution to the capital of any other Person; or

(e) any Sale of any Property for less than fair market value; provided, however, that such Investment shall be valued at the difference between the value of the consideration for such Sale and the fair market value of the Sold Property.

"**Knowledge**" means, in respect of a Person, the knowledge of any director or senior officer of such Person who has current knowledge of the relevant facts or circumstances after due enquiry by such Person. The "knowledge" of a particular fact or matter will be deemed to be present for a Person if such Person is actually aware of such fact or matter or a prudent Person could be expected to discover or otherwise become aware of such fact or matter in the course of conducting a reasonable investigation concerning the existence of such fact or matter.

"**Lender**" means Michael G. Broadfoot.

"**Lender's Account**" means the following account of the Lender:

Financial Institution: ATB Financial
Financial Institution No.: 219
Branch No.: 07609
Account Number: 00108225641

"**Lender's Counsel**" means the firm of Norton Rose Fulbright Canada LLP or such other firm of legal counsel as the Lender may from time to time designate.

"**Liens**" means mortgages, charges, pledges, hypothecs, assignments by way of security, conditional sales or other title retention arrangements, security created under the *Bank Act* (Canada), liens, encumbrances, security interests or other interests in property, howsoever created or arising, whether fixed or floating, perfected or not, which secure payment or performance of an obligation.

"**Loan Documents**" means this Agreement, all Guarantees provided by any Loan Party, all Personal Guarantees provided by any Personal Guarantor, the Security Documents, and all other agreements, certificates, notices, instruments and other documents delivered or to be delivered to the Lender pursuant hereto or thereto; and, when used in relation to any Person, the term "Loan Documents" shall mean and refer to the Loan Documents executed and delivered by such Person.

"**Loan Parties**" means, collectively, the Borrower and the Guarantors, and "**Loan Party**" means any of them.

"**Material Adverse Effect**" means any event, circumstance, occurrence or change which materially impairs or has a material adverse effect on, or would reasonably be expected to materially impair or have a material adverse effect on:

(a) the business, financial condition, operations or assets of the Loan Parties on a consolidated basis and taken as a whole;

(b) the ability of any Loan Party to perform its obligations under the Loan Documents to which it is a party;

(c) the validity or enforceability of any material portion of this Agreement or of any other Loan Document; or

(d) the Security, the priority thereof or any material right or remedy of the Lender thereunder.

"**Operating Lease**" means any lease or similar transaction that is accounted for as an "operating lease" under GAAP.

"**Other Taxes**" means all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies arising from any payment made hereunder or under any other Loan Document or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Loan Document.

"**Outstanding Principal**" means the aggregate outstanding principal amount of the Loan.

"**Outstandings**" means, at any time and from time to time, all of the obligations, indebtedness and liabilities (present or future, absolute or contingent, matured or not) of the Loan Parties to the Lender under, pursuant or relating to the Agreement or the other Loan Documents or the Loan and whether the same are from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and including all principal, interest, fees, legal (on a full indemnity basis) and other costs, charges and expenses and other amounts payable by the Borrower under the Loan Documents.

"**Permitted Debt**" means, in respect of any Loan Party:

(a) Debt in existence on the date of this Agreement which has been disclosed to the Lender in writing prior to the date of this Agreement; and

(b) any other Debt to which the Lender has consented in writing.

"**Permitted Disposition**" means, in respect of any Loan Party:

(a) a Sale in the ordinary course of business, in accordance with sound industry practice and on commercially reasonable terms of tangible personal property that is obsolete, no longer useful for its intended purpose or being replaced in the ordinary course of business;

(b) a Sale of any interest in machinery, equipment or other tangible personal property for which Purchase Money Obligations were incurred and which obligations are fully repaid concurrently with such sale or dispositions; or

(c) a Sale of any assets or properties to any Loan Party.

"**Permitted Investments**" means Investments: (a) in cash or Cash Equivalents; (b) in another Loan Party; and (c) constituting Financial Assistance permitted under this Agreement.

"**Permitted Liens**" means, in respect of a Loan Party:

(a) Liens arising by operation of law for amounts not yet due or delinquent, minor encumbrances on real property such as easements and rights of way which do not materially detract from the value of such property, and security given to municipalities and similar public authorities when required by such authorities in connection with the operations of the applicable Loan Party in the ordinary course of business;

(b) purchase money security interests as defined in the Personal Property Security Act (of the Province of Alberta) in personal property of the Borrower, incurred or assumed in connection with the purchase, leasing or acquisition of capital equipment or office equipment in the ordinary course of business;

(c) Liens existing on the date of this Agreement; and

(d) Security granted in favour of the Lender,

provided that nothing in this definition shall in and of itself cause the Secured Obligations to be subordinated in priority of payment to any such Permitted Lien or cause any Liens in favour of the Lender to rank subordinate to any such Permitted Lien.

"**Person**" means any natural person, corporation (including a business trust and a public benefit corporation), limited liability company, unlimited liability corporation, trust, association, company, partnership, joint stock company, firm, enterprise, limited liability company, joint venture entity, Governmental Authority or other entity.

"**Personal Guarantee**" means collectively, the guarantees provided by each Personal Guarantor to or for the benefit of the Lender, guaranteeing on a joint and several basis all Secured Obligations of each Loan Party and each other Personal Guarantor, as amended, supplemented or replaced from time to time.

"**Personal Guarantor**" means Marjorie Ann Carr and any other individual that has provided a Personal Guarantee to or for the benefit of the Lender from time to time.

"**Potential Credit Event**" means any event or condition that would constitute a Credit Event except for satisfaction of any condition subsequent required to make the event or condition an Credit Event, including giving of any notice, passage of time, or both.

"**PPSA**" means the *Personal Property Security Act* of any applicable jurisdiction and, if the applicable jurisdiction shall not have any *Personal Property Security Act*, the *Personal Property Security Act* then in effect in the Province of Alberta.

"**Property**" means, with respect to any Person, all or any portion of that Person's undertaking, property and assets, both real and personal, including, for greater certainty, any Stock or Stock Equivalents in any other Person.

"**Purchase Money Obligation**" means any monetary obligation created or assumed as part of the purchase price of real or tangible personal property, whether or not secured, any extensions, renewals or refundings of any such obligation, provided that the principal amount of such obligation outstanding on the date of such extension, renewal or refunding is not increased and further provided that any security given in respect of such obligation shall not extend to any property other than the property acquired in connection with which such obligation was created or assumed and fixed improvements, if any, erected or constructed thereon and the proceeds thereof.

"**Related Parties**" means, with respect to any Person, such Person's Affiliates and the partners, directors, officers, employees, agents, trustees, administrators, managers, advisors and representatives of such Person and of such Person's Affiliates.

"**Release**" means any release, spill, emission, leak, pumping, injection, deposit, disposal, discharge, dispersal, leaching or migration into the environment including the movement of Hazardous Materials through ambient air, soil, surface water, ground water, wetlands, land or sub-surface strata.

"**Relevant Addresses**" means, from time to time, with respect to each Loan Party, the full addresses (including postal code or zip code) of (a) its registered office, and (b) the location at which its senior management is located and at which it conducts its deliberations and makes its decisions with respect to the business of such Loan Party.

"**Relevant Jurisdictions**" means, from time to time, with respect to each Loan Party, each province or territory of Canada, any state of the United States or any other country, political subdivision thereof, in which that Person (a) is incorporated, continued or organized, (b) has its chief executive office or chief place of business, and (c) has material Property, in each case as set out on Schedule "A" as of the date of this Agreement, as modified in accordance with this Agreement from time to time.

"**Sale and Leaseback Transaction**" means, with respect to any Person (in this definition, the "**Vendor**"), any contractual obligation or other arrangement with any other Person (in this definition, the "**counterparty**") consisting of a lease by such Vendor of any property that, directly or indirectly, has been or is to be Sold by the Vendor to such counterparty or to any other Person to whom funds have been advanced by such counterparty based on a Lien on, or an assignment of, such property or any obligations of such Vendor under such lease.

"**Secured Obligations**" means, collectively, all amounts, obligations, liabilities, owing by any Loan Party or any Personal Guarantor to the Lender, whether direct or indirect (regardless of whether acquired by assignment), absolute or contingent, due or to become due, whether liquidated or not, now existing or hereafter arising and however acquired, and whether or not evidenced by any instrument or for the payment of money, and arising under, in connection with, or otherwise related to this Agreement or any other Loan Document and including, without duplication, (a) all Outstandings owed by any Loan Party or Personal Guarantor, and (b) all other fees, expenses (including fees, charges, and disbursement of counsel on a full indemnity basis), interest, commissions, charges, costs, disbursements, indemnities, and reimbursement of amounts paid and other sums chargeable to any Loan Party or Personal Guarantor under any Loan Document.

"**Securities**" means collectively, all Stock, Stock Equivalents, voting trust certificates, bonds, debentures, instruments and other evidence of Debt, whether or not secured, convertible or subordinated, all certificates of interest, share or participation in, all certificates for the acquisition of, and all warrants, options, and other rights to acquire, any such securities.

"**Security**" means all security held from time to time by the Lender, securing or intended to secure directly or indirectly repayment of the Secured Obligations and includes all security described in Article 7.

"**Security Documents**" means, all guarantees, mortgages, debentures, debenture pledge agreements, pledge agreements, negative pledge agreements, general security agreements, assignments, and other security agreements executed and delivered, or required to be executed and delivered to the Lender by each Loan Party under and pursuant to this Agreement, in each case, to secure the Secured Obligations or any of them.

"**Sell**" means, with respect to any property of a Person, to sell, convey, transfer, assign, license, lease, or otherwise dispose of, any interest therein or to permit any other Person to acquire any such interest, including, in each case, through a Sale and Leaseback Transaction or through a sale, factoring at maturity, collection of or other disposal, with or without recourse, of any notes or accounts receivable, and "**Selling**", "**Sale**" and "**Sold**" have corresponding meanings.

"**Solvent**" means, with respect to any Person as of any date of determination, that, as of such date, (a) the value of the assets of such Person (both at fair value and present fair saleable value) is greater than the total amount of liabilities (including contingent and unliquidated liabilities) of such Person, (b) such Person is able to pay all liabilities of such Person as such liabilities mature, and (c) such Person does not have unreasonably small capital. In computing the amount of contingent or unliquidated liabilities at any time, such liabilities shall be computed at the amount that, in light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

"**Specified Real Property**" means real property specified in Schedule "B" hereto, as amended from time to time.

"**STA**" means the *Securities Transfer Act* (Alberta).

"**Stock**" means all shares or units of capital stock (whether denominated as common shares or preferred shares), equity interests, beneficial, partnership, membership or trust interests, joint venture interests, participations or other ownership or profit interests in or equivalents (regardless of how designated) of or in a Person (other than an individual), whether voting or non-voting.

"**Stock Equivalents**" means all Securities convertible into or exchangeable for Stock or any other Stock Equivalent and all warrants, options, or other rights to purchase, subscribe for, or otherwise acquire any Stock or any other Stock Equivalent, whether or not presently convertible, exchangeable or exercisable.

"**Subsidiary**" means, with respect to a Person:

(a) any corporation of which at least a majority of the outstanding Voting Securities having by the terms thereof ordinary voting power to elect a majority of the board of directors of such corporation (irrespective of whether at the time shares of any other class or classes of such corporation might have voting power by reason of the happening of any contingency, unless the contingency has occurred and then only for as long as it continues) is at the time directly, indirectly or beneficially owned or controlled by such Person, or one or more of its Subsidiaries, or such Person and one or more of its Subsidiaries;

(b) any partnership of which, at the time, such Person, or one or more of its Subsidiaries, or such Person and one or more of its Subsidiaries: (i) directly, indirectly or beneficially own or control more than 50% of the income, capital, beneficial or ownership interests (however designated) thereof; and (ii) is a general partner, in the case of limited partnerships, or is a partner or has authority to bind the partnership, in all other cases; or

(c) any other Person of which at least a majority of the income, capital, beneficial or ownership interests (however designated) are at the time directly, indirectly or beneficially owned or controlled by such Person, or one or more of its Subsidiaries, or such Person and one or more of its Subsidiaries.

Unless otherwise specifically indicated herein, "**Subsidiary**" refers to a Subsidiary of the Borrower.

"**Taxes**" means all present or future taxes, levies, imposts, duties, deductions, withholdings, assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"**Threshold Amount**" means Cdn. $100,000 or the Equivalent Amount thereof in any other currency.

"**U.S. Dollars**", "**United States Dollars**" and "**U.S.$**" mean lawful money of the United States of America for the payment of public and private debts.

"**Voting Securities**" means:

(a) Stock or Stock Equivalents of any Person which carry voting rights to elect the board of directors (or other Persons performing similar functions) under any circumstances; and

(b) an interest in a general partnership, limited partnership, trust, limited liability company, joint venture or similar Person which entitles the holder of such interest to receive a share of the profits, or on dissolution or partition, of the assets, of such Person.

1.2 Headings; Articles and Sections

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular

Article, Section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles and Sections are to Articles and Sections of this Agreement.

1.3 Number; persons; including

Words importing the singular number only shall include the plural and vice versa, words importing the masculine gender shall include the feminine and neuter genders and vice versa, words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and vice versa and words and terms denoting inclusiveness (such as "include" or "includes" or "including"), whether or not so stated, are not limited by their context or by the words or phrases which precede or succeed them.

1.4 References to Agreements and Enactments

Reference herein to any agreement, instrument, licence or other document shall be deemed to include reference to such agreement, instrument, licence or other document as the same may from time to time be amended, modified, supplemented or restated in accordance with the provisions of this Agreement; and reference herein to any enactment shall be deemed to include reference to such enactment as re-enacted, amended or extended from time to time and to any successor enactment.

1.5 Per Annum Calculations

Unless otherwise stated, wherever in this Agreement reference is made to a rate "*per annum*" or a similar expression is used, such rate shall be calculated on the basis of a calendar year of 365 days.

1.6 Permitted Liens

The inclusion of a reference to Permitted Liens in any Loan Document is not intended to subordinate, and shall not subordinate, any Lien created by any of the Security to any Permitted Lien.

ARTICLE 2
LOAN

2.1 The Loan

(a) ***Loan.*** This Agreement evidences and documents the loan in the aggregate principal amount of Cdn. $5,972,783 (the "**Loan**") owing to the Lender by the Borrower, which is comprised of (i) the principal amount of loans initially provided under (A) the Holdings Note (as assigned to the Lender) and (B) the Second Note and (ii) all accrued and unpaid interest on the Holdings Note as of the Effective Date, which the Borrower and the Lender agree shall be capitalized and form part of the principal amount of the Loan.

(b) ***Purpose.*** The Loan shall be used for general corporate purposes of the Borrower.

(c) ***Demand Loan.*** The Loan is a demand loan. Nothing in this Agreement shall limit the right of the Lender to demand repayment of Loan owing to it at any time.

ARTICLE 3
PAYMENTS OF INTEREST AND FEES

3.1 Interest on Loan

Subject to Section 3.2 and the ability of the Lender to demand payment of the Outstandings at any time in its sole discretion, the Borrower shall pay interest to the Lender on the Loan at a rate *per annum* equal 4%. Such interest shall accrue daily and shall be payable monthly in arrears on each Interest Payment Date for the Loan for the period from and including the Effective Date or (if later) the immediately preceding Interest Payment Date, as the case may be, to and including the day preceding such Interest Payment Date, and shall be calculated on the aggregate principal amount of the Loan and on the basis of the actual number of days elapsed in a year of 365 days.

3.2 Default Interest

Notwithstanding any other provision hereof, if, at any time, (a) any principal of or interest on the Loan or any fee or other amount payable by the Borrower hereunder is not paid when due, whether at stated maturity, upon demand, acceleration or otherwise, (b) any Demand for Repayment has been made or (c) any Default or Potential Credit Event has occurred and is continuing, the Borrower shall pay interest on the principal amount of the Loan hereunder at a fluctuating interest rate *per annum* at all times equal to the Default Rate to the fullest extent not prohibited by Applicable Law. Accrued and unpaid interest on past due amounts (including interest on past due interest) shall be due and payable upon demand.

3.3 General Interest Provisions

(a) Each determination by the Lender of the amount of interest, fees or other amounts due from the Borrower hereunder shall be conclusive and binding for all purposes, absent manifest error.

(b) All interest, fees and other amounts payable by the Borrower hereunder shall accrue daily, be computed as described herein, and be payable both before and after demand, maturity, default and judgment.

(c) To the extent permitted by Applicable Law, the covenant of the Borrower to pay interest at the rates provided herein shall not merge in any judgment relating to any obligation of the Borrower to the Lender and any provision of the *Interest Act* (Canada) or *Judgment Interest Act* (Alberta) which restricts any rate of interest set forth herein shall be inapplicable to this Agreement and is hereby waived by the Borrower.

(d) No interest or fee to be paid hereunder shall be paid at a rate exceeding the maximum rate permitted by Applicable Law. In the event that such interest or fee exceeds such maximum rate, such interest or fees shall be reduced or refunded, as the case may be, so as to be payable at the highest rate recoverable under Applicable Law.

(e) Whenever a rate of interest hereunder is calculated on the basis of a year (the "**deemed year**") which contains fewer days than the actual number of days in the calendar year of calculation, such rate of interest shall be expressed as a yearly rate for purposes of the *Interest Act* (Canada) by multiplying such rate of interest by the actual number of days in the calendar year of calculation and dividing it by the number of days in the deemed year.

(f) The principle of deemed reinvestment of interest shall not apply to any interest calculation under this Agreement; all interest payments to be made hereunder shall be paid without allowance or deduction for deemed reinvestment or otherwise, before and after maturity, default and judgment. The rates of interest specified in this Agreement are intended to be nominal rates and not effective rates. Interest calculated hereunder shall be calculated using the nominal rate method and not the effective rate method of calculation.

ARTICLE 4
PAYMENTS

4.1 Repayment on Demand

Notwithstanding any provision of this Agreement to the contrary, upon a Demand for Repayment being made, the Borrower shall forthwith repay to the Lender all Outstandings owing to the Lender in full.

4.2 Optional Prepayment

The Borrower may, without penalty and at any time and from time to time, repay to the Lender the whole or any part of the Loan together with accrued interest thereon to the date of such prepayment.

4.3 Mandatory Payments from Specified Real Property

Without derogation from the right of the Borrower to demand payment of the Outstandings at any time in its sole discretion and to pay interest on the Loan in accordance with the terms of this Agreement the Borrower shall ensure that, subject to the terms of any Permitted Debt that is secured against such Specified Real Property in priority to the Security:

(a) all amounts received by any Loan Party from any Specified Real Property is forthwith paid to the Lender in payment of accrued and unpaid interest on the Loan, if any; and

(b) all amounts received by any Loan Party from any Sale of any Specified Real Property is forthwith paid to the Lender in repayment of the Loan.

4.4 Payments – General

(a) All payments of principal, interest, fees and other amounts to be made by the Borrower pursuant to this Agreement shall be made unconditionally and without set-off, defense, counterclaim or other reduction of any type, in the currency in which the Loan is outstanding for value at or before 11:00 a.m. MT on the day such amount is due, and if such day is not a Banking Day, on the Banking Day next following, by deposit or transfer thereof to the Lender's Account.

(b) Unless otherwise specifically provided for herein, if any payment required hereunder shall become due and payable on a day which is not a Banking Day, such payment shall be made on the next following Banking Day and any extension of time shall in such case be included in computing interest payable hereunder relating to such payment.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES

5.1 Representations and Warranties

Without derogation from the right of the Lender to make a Demand for Repayment at any time, the Borrower represents and warrants as follows to the Lender and acknowledges and confirms that the Lender is relying upon such representations and warranties:

(a) ***Status***. Each Loan Party (i) is a corporation, partnership or trust duly incorporated, organized or formed, as applicable, and validly existing under the laws of its jurisdiction of incorporation, organization or formation, as applicable; (ii) has all necessary corporate, capacity, power and authority to own, lease and operate its properties and assets and carry on its business as presently carried on; and (iii) is duly licensed, registered or qualified in all jurisdictions where the character of its property owned or leased or the nature of the activities conducted by it makes such licensing, registration or qualification necessary or desirable, except to the extent failure to be so licensed, registered or qualified would not reasonably be expected to have a Material Adverse Effect.

(b) ***Power and Capacity***. Each Loan Party has full corporate capacity, power and authority to enter into this Agreement and each of the other Loan Documents and to do all acts and execute and deliver all other documents as are required hereunder or thereunder to be done, observed or performed by it or them in accordance with their respective terms.

(c) ***Valid Authorization***. Each Loan Party has taken all necessary corporate action to authorize the creation, execution and delivery of, and performance of its obligations under, this Agreement and each of the other Loan Documents, and this Agreement and each of the other Loan Documents, when signed and delivered, have or will have been duly executed and delivered in accordance with such corporate action.

(d) ***Validity and Enforceability***. This Agreement constitutes, and each other Loan Document constitutes or, when executed and delivered, each of the other Loan Documents will constitute, valid and legally binding obligations of each Loan Party, enforceable against it in accordance with its respective terms, subject only to applicable bankruptcy, insolvency and other laws of general application limiting the enforceability of creditors' rights, and to general principles of equity, including the fact that specific performance is an equitable remedy, available only in the discretion of the court.

(e) **No Violation, Breach, Conflict etc.**

(i) neither the execution and delivery of this Agreement or any other Loan Document, nor compliance with the terms and conditions of any of them has resulted, or will result, in a violation of: (A) the articles, by-laws, partnership agreement declaration of trust or other constating or governing documents of any Loan Party; (B) any shareholder agreement or declaration of similar effect which is binding upon any Loan Party; (C) any agreement, indenture, deed or instrument to which any Loan Party is party or by which it or any of its Property is bound, except for any such violation which individually or in the aggregate would not have a Material Adverse Effect; or (D) the Applicable Law;

(ii) requires any approval or consent of any Governmental Authority having jurisdiction, other than such as has already been obtained; or

(iii) has resulted or will result, in the creation of, or the obligation to create, any Lien on, against or in respect of any of the Property of any Loan Party except as expressly permitted or contemplated hereby.

(f) ***Governmental Authorizations; Approvals and Permits***. All Governmental Authorizations and other requirements of any Governmental Authority or any other Person which are reasonably necessary to carry on the businesses of the Borrower have been obtained and are in full force and effect except to the extent that the failure to do so would not individually or in the aggregate reasonably be expected to have a Material Adverse Effect. The Borrower has obtained and there are in full force and effect all material Approvals and Permits presently necessary for the conduct of the business of Borrower as now conducted, and the Borrower owns, leases or licenses all material assets necessary for conduct of the business and operations of the Borrower as now conducted.

(g) ***Liens***. The Property of the Borrower is not subject to any Liens, other than Permitted Liens.

(h) ***Ownership of Assets***. Each Loan Party:

(i) on its own or with another Loan Party, has good and marketable legal and beneficial title to all of its Property, subject only to Permitted Liens and defects in title which are not general in application and which individually or in the aggregate do not materially detract from the value of the Property of the Loan Parties, taken as a whole, or materially impair the use of any thereof in the operation of the businesses of the Loan Parties taken as a whole; and

(ii) owns, leases or has the lawful right to use all of the Property necessary for the conduct of the businesses of the Borrower taken as a whole.

(i) ***Absence of Certain Events***. No Default, Potential Credit Event or Credit Event has occurred and is continuing.

(j) ***Environmental Matters***.

(i) Each Loan Party and its respective Properties comply in all respects, and the businesses, activities and operations of each Loan Party and the use of its Property comply in all respects, with all Environmental Laws, Environmental Permits and Environmental Orders, except to the extent failure to comply would not reasonably be expected to have a Material Adverse Effect; further, the Borrower does not have Knowledge of, and has no reasonable grounds to believe there exists, any facts which result in, or constitute, or are likely to give rise to, non-compliance with any Environmental Laws, Environmental Permits or Environmental Orders, which facts or non-compliance would reasonably be expected to have a Material Adverse Effect.

(ii) Each Loan Party has obtained all Environmental Permits which currently are required in relation to its Property or in respect of its business, activities and operations, except to the extent failure to do so would not reasonably be expected to have a Material Adverse Effect; all such Environmental Permits are valid and in full force and effect, and no violations thereof have occurred which are continuing and which would reasonably be expected to have a Material Adverse Effect; no proceedings are pending and, to the Knowledge of the Borrower, no proceedings have been or are being taken by any Governmental Authority to remove or invalidate any such Environmental Permits, the removal or invalidation of which would reasonably be expected to have a Material Adverse Effect.

(k) ***Loan Parties' Constitution, and Ownership and Jurisdictions***.

(i) Schedule A (as at the date hereof and as updated from time to time by the Borrower as required under this Agreement) sets forth, for each Loan Party:

(A) its full and complete legal name;

(B) its jurisdiction of incorporation, continuance or organization;

(C) each other Relevant Jurisdiction of such Loan Party;

(D) the jurisdictions other than its jurisdiction of incorporation, continuance or organization in which such Loan Party is extra-jurisdictionally registered; and

(E) each Relevant Address of such Loan Party.

(ii) Each Loan Party (other than the Borrower and Spruce Grove Industrial Park Inc.) is a wholly-owned Subsidiary of a Borrower or another Loan Party.

5.2 Nature of Representations and Warranties

The representations and warranties set out in this Agreement and in each other Loan Document (or deemed to be made pursuant hereto or thereto) shall survive the execution and delivery of this Agreement and the making of the Loan, notwithstanding any investigations or examinations which may be made by the Lender or Lender's Counsel. Such representations and warranties shall survive until this Agreement has been terminated and the Secured Obligations have been irrevocably paid in full.

ARTICLE 6
GENERAL COVENANTS

6.1 Positive Covenants

Without derogation from the right of the Lender to make a Demand for Repayment at any time, so long as any Outstandings exist, the Borrower covenants and agrees with the Lender that:

(a) ***Payment and Performance***. The Borrower shall duly and punctually pay Outstanding Principal and all interest thereon and all fees and other amounts required to be paid by the Borrower hereunder or under the other Loan Documents at the times and in the manner specified hereunder and thereunder and the Borrower shall, and shall cause each of the other Loan Parties to perform and observe all of their respective obligations under this Agreement and under any other Loan Document.

(b) ***Existence, Status and Conduct of Business***. The Borrower shall, and shall cause each of the other Loan Parties to:

(i) except as permitted by Section 6.2, maintain their respective corporate, trust or partnership existences in good standing;

(ii) register and qualify, and remain duly registered and qualified as a corporation, trust or partnership authorized to carry on business under the laws of each jurisdiction in which the nature of any business transacted by it or the character of any property and assets owned or leased by it requires such registration and qualification, except where failure to obtain and maintain such registration or qualification would not reasonably be expected to have a Material Adverse Effect;

(iii) preserve and keep in full force and effect all franchises, licences, rights, privileges and permits necessary to enable each Loan Party to operate and conduct its businesses in accordance with good industry practice, except to the extent such failure to comply or to preserve or keep in full force and effect would not reasonably be expected to have a Material Adverse Effect;

(iv) maintain, protect and defend title to Property held by any Loan Party except to the extent the failure to do so would not reasonably be expected to have a Material Adverse Effect; and

(v) conduct their businesses, activities and operations in a manner consistent with prudent business practice in the construction and other applicable industries.

(c) ***Compliance with Applicable Laws and Material Contracts***. The Borrower shall, and shall cause each of the other Loan Parties to:

(i) carry on and conduct its business, and keep, maintain and operate its Property, in accordance with all Applicable Laws and prudent industry practice;

(ii) observe and conform to all requirements of any approval by any Governmental Authority relative to any of its Property (including any Approvals and Permits) and all covenants, terms and conditions of all agreements upon or under which any of such Property is held; and

(iii) comply with all material contracts to which it is a party,

except to the extent that the failure to do so would not have a Material Adverse Effect.

(d) ***Inspection***. At any reasonable time and from time to time upon reasonable prior notice and during reasonable business hours, the Borrower shall permit the Lender or any representative thereof (at the expense of the Borrower) to examine and make copies of and abstracts from the records and books of account of any of the Loan Parties and to visit and inspect the premises and properties of the Borrower and to discuss the affairs, operations, finances and accounts any of the Loan Parties with any Designated Officers of any Loan Party or auditors and other professional advisors of any of the Loan Parties.

(e) ***Insurance***. The Borrower shall, and shall cause each of the other Loan Parties to maintain all-risks property insurance in connection with their respective assets and businesses and other types of insurance, including business interruption insurance, and liability insurance with respect to claims for personal injury, death or property damage, with respect to the operation of their businesses, all in accordance with prudent industry standards and with creditworthy and reputable insurance companies in such amounts and with such deductibles as are in accordance with prudent industry standards, in each case, with the Lender named loss payee or additional insured.

(f) ***Payment of Taxes***. The Borrower shall, and shall cause each of the other Loan Parties to, from time to time, pay or cause to be paid, all Taxes, Other Taxes and any other amounts which may result in a Lien on their property and assets arising under statute or regulation (any of which being a levy) and to make and remit all withholdings lawfully levied, assessed or imposed upon the Borrower or any of the other Loan Parties or any of the assets of the Borrower, or any of the other Loan Parties, as and when the same become due and payable, except when and for so long as the validity of such levy or withholding is being contested in good faith.

(g) ***Compliance with Environmental Matters***. Without limiting the generality of Section 6.1(c), the Borrower shall, and shall cause each of the other Loan Parties to, conduct its business and operations so as to so comply at all times with all Environmental Laws, Environmental Permits and Environmental Orders, if the consequence of a failure to comply would, either alone or in conjunction with any other such failures to so comply, would reasonably be expected have a Material Adverse Effect.

(h) ***Books and Records***. The Borrower shall, and shall cause each of the other Loan Parties to fully, properly and accurately keep and complete all of its books and records and ensure that there are no material inaccuracies or discrepancies of any kind contained or reflected therein and shall, forthwith upon request of the Lender, inform the Lender of all locations where such books and records are held. The Borrower shall, upon reasonable notice by the Lender (and in any event within 10 Banking Days of request), provide financial statements in respect of the Loan Parties (or any of them).

(i) ***Further Assurances***. The Borrower, at its expense, shall, and shall cause each of the other Loan Parties to, promptly cure any default by it in the execution and delivery of this Agreement or of any of the other Loan Documents to which it is a party, and after notice thereof from the Lender, promptly take all such further action, do all such further things and execute and deliver all such other and further deeds, agreements, opinions, certificates, instruments, affidavits, registration materials and other documents reasonably necessary for compliance with, or accomplishment of, the covenants and agreements hereunder or to more fully state the obligations set out herein or to make any registration, recording, file any notice or obtain any consent, all as may be reasonably necessary or appropriate in connection therewith.

6.2 Reporting Covenants

Without derogation from the right of the Lender to make a Demand for Repayment at any time, so long as any Outstandings exist, the Borrower covenants and agrees with the Lender that:

(a) ***Material Litigation***. The Borrower shall promptly (and in any event no later than ten (10) Banking Days after becoming aware of same) give written notice to the Lender of any litigation, proceeding, dispute or investigation affecting any Loan Party either (i) involving a claim for specified damages in excess of the Threshold Amount, or (ii) in respect of which there is a reasonable possibility of a determination adverse to a Loan Party and which would, in the latter case, if adversely determined, have a Material Adverse Effect; and shall from time to time furnish to the Lender all reasonable information requested by the Lender concerning the status of any such litigation, proceeding, dispute or investigation.

(b) ***Notice of Default, Potential Credit Event or Credit Event***. The Borrower shall deliver to the Lender, forthwith upon becoming aware of the occurrence of a Default, Potential Credit Event or Credit Event or Default (and in any event no later than five (5) Banking Days after becoming aware of same), notice signed by a Designated Officer of the Borrower describing in detail such Default, Potential Credit Event or such Credit Event and specifying the steps, if any, being taken to cure or remedy the same.

(c) ***Notice re Environmental Matters***. If any Loan Party shall:

(i) receive or give any notice that a violation of any Environmental Law, Environmental Permit or Environmental Order has or may have been committed or is about to be committed by such Borrower or any other Loan Party, or in respect of any of their property and assets, if such violation would reasonably be expected have a Material Adverse Effect;

(ii) receive any notice that a complaint, proceeding or order has been filed or is about to be filed against a Loan Party, or in respect of any of their property and assets, alleging a violation of any Environmental Law, Environmental Permit or Environmental Order, if such violation would reasonably be expected to have a Material Adverse Effect; or

(iii) receive any notice requiring any Loan Party, to take any action in connection with the Release of Hazardous Materials into the environment or alleging that a Loan Party may be liable or responsible for costs associated with a response to, or to clean-up, a Release of Hazardous Materials into the environment, or any damages caused thereby, if such action or liability would reasonably be expected to have a Material Adverse Effect;

the Borrower shall, within ten (10) Banking Days of becoming aware of same, provide the Lender with a copy of such notice and shall furnish to the lender details of any action taken or proposed to be taken in respect of such notice and, from time to time, all reasonable information requested by the Lender relating to the same.

(d) ***Notice of Environmental Damage***. Such Borrower shall, within ten (10) Banking Days of becoming aware of same, promptly provide the Lender with written notice of the discovery of any Release of Hazardous Materials into the environment from or upon the land or property of any Loan Party, which Release would reasonably be expected to result in liability of Loan Parties exceeding the Threshold Amount in aggregate in any Fiscal Year.

(e) ***Other Notices***. The Borrower shall promptly (and: (x) in the case of the matters contemplated by paragraph (i) or (iii), any event no later than five (5) Banking Days after becoming aware of same; (y) in the case of the matters contemplated by paragraph (ii), any event no later than ten (10) Banking Days after becoming aware of same; and (z), in the case of matters contemplated by paragraph (iii), any event no later than ten (10) Banking Days after becoming aware of same) give notice to the Lender of:

(i) any event, circumstance or condition that has had or would reasonably be expected to have a Material Adverse Effect;

(ii) any loss, damage to or destruction of any property, real or personal, of a Loan Party having a replacement cost in excess of the Threshold Amount; and

(iii) (A) any acceleration, demand for payment or other requirement to repay Debt in excess of the Threshold Amount prior to the stated maturity thereof, or (B) any actions by any creditor of Debt in excess of the Threshold Amount in connection with the enforcement of any security granted in favour of such creditor.

(f) ***Corporate Information***. The Borrower shall promptly notify the Lender if at any time any of the information on Schedule A changes or otherwise ceases to be true, and shall promptly provide the Lender with all such information is required to ensure that the information on such Schedule is true at all time.

(g) ***Other Information***. The Borrower shall promptly, at the request of the Lender, provide the Lender with such other information, reports, engineering data, certificates, projections of income and cash flow or other matters affecting the business, affairs, financial condition, property or assets of the Lender or the business, affairs, financial condition, property or assets of any of its Subsidiaries as the Lender may reasonably request.

6.3 Negative Covenants

Without derogation from the right of the Lender to make a Demand for Repayment at any time, so long as any Outstandings exist, the Borrower covenants and agrees with the Lender that:

(a) ***Negative Pledge***. The Borrower shall not, and shall not permit any other Loan Party to, create, issue, incur, assume, have outstanding or permit to exist any Liens on any of its or their present or future Property, other than Permitted Liens.

(b) ***Restriction on Amalgamation etc***. The Borrower shall not, and shall not permit any other Loan Party to, enter into any transaction whereby all or substantially all of its Property would become the Property of any other Person whether by way of reorganization, recapitalization, consolidation, amalgamation, merger, transfer, Sale or otherwise except for Permitted Dispositions.

(c) ***No Dissolution***. The Borrower shall not, and shall not permit any other Loan Party to, liquidate, dissolve or wind up or take any steps or proceedings in connection therewith.

(d) ***No Change to Constating Documents***. The Borrower shall not, and shall not permit any other Loan Party to, amend, modify or terminate its articles of incorporation or amalgamation or other organizational documents if such amendment, modification or termination would reasonably be expected to have a Material Adverse Effect.

(e) ***Change of Business***. The Borrower shall not, and shall not permit any other Loan Party to, change in any material respect the nature of their business or operations, or conduct businesses or operations which are materially different from, in each case, the businesses and operations carried on by the Borrower taken as a whole on the date of this Agreement.

(f) ***Non-Arm's Length Transactions***. The Borrower shall not, and shall not permit any other Loan Party to, enter into any contract, agreement or transaction whatsoever, including for the sale, purchase, lease or other dealing in any Property or the provision of any services (other than office and administration services provided in the ordinary course of business), with any Insider except upon fair and reasonable terms, which terms are not less favourable to the applicable Loan Party than it would obtain in an arm's length transaction and, if applicable, for consideration which equals the fair market value of such Property or other than at a fair market rental as regards leased property.

(g) ***Limitation on Dispositions***. The Borrower shall not, and shall not permit any other Loan Party to, directly or indirectly, make any Sale or exchange to any Person of any of its present or future Property, except for Permitted Dispositions.

(h) ***Limitation on Financial Assistance***. The Borrower shall not, and shall not permit any other Loan Party to, provide any form of Financial Assistance, to any Person other than:

(i) Financial Assistance in favour of another Loan Party; and

(ii) any other Financial Assistance in an aggregate amount not exceeding the Threshold Amount,

provided that in any event no Potential Credit Event, Credit Event or Demand for Repayment shall have occurred and be continuing immediately prior to providing such Financial Assistance, or will otherwise occur as a result of providing such Financial Assistance.

(i) ***Limitation on Debt***. The Borrower shall not, and shall not permit any other Loan Party to incur, permit or suffer to exist any Debt other than Permitted Debt.

(j) ***Distributions***. The Borrower shall not, and shall not permit any other Loan Party to, make any Distribution except with the prior written consent of the Lender.

(k) ***Limitation on Acquisitions and Investments***. The Borrower shall not, and shall not permit any other Loan Party to make Acquisitions or Investments (other than Permitted Investments) without the prior written consent of the Lender.

(l) ***Prepayment of Debt***. The Borrower shall not, and shall not permit any other Loan Party to prepay, redeem, purchase, defease or otherwise satisfy prior to the scheduled maturity thereof any Debt in excess of the Threshold Amount (or set apart or deposit any property for such purpose), other than with the prior written consent of the Lender.

(m) ***Other Changes***. The Borrower shall not, and shall not permit any other Loan Party to, change its name or the location of its chief executive office without such Person, in each instance, giving ten (10) Banking Days' prior written notice thereof to the Lender (or such shorter period as the Lender may agree) and taking all actions deemed necessary or appropriate by the Lender, acting reasonably, to continuously protect and perfect the Security hereunder.

ARTICLE 7
SECURITY

7.1 Guarantees and Personal Guarantees. Each Guarantor and each Personal Guarantor shall guarantee all Secured Obligations of each of the Loan Parties and each of the Personal Guarantors and shall execute and deliver, and shall cause each of the other Guarantors and Personal Guarantors to execute and deliver, a Guarantee or a Personal Guarantee, as applicable, to the Lender, each in form and substance satisfactory to the Lender.

7.2 Security

(a) ***Scope of Security***. The Secured Obligations of the Loan Parties and the Personal Guarantors shall be secured, equally and rateably, by first priority Liens (subject to Permitted Liens) on, to and against all present and future Property of the Loan Parties.

(b) ***Security Documents***. Each Loan Party shall execute and deliver to the Lender:

(i) a debenture constituting a first ranking security interest in all property of such Loan Party, together with a debenture pledge agreement; and

(ii) such other security documentation requested by the Lender from time to time.

(c) ***Liens Exceeding Threshold Amount***. If any Lien in respect of any Debt in excess of the Threshold Amount is registered or otherwise recorded in respect of any Property of any Loan Party, the Borrower shall inform the Lender of same and, at the written request of the Lender, promptly and in any event within five (5) Banking Days thereafter, ensure that such Loan Party makes or effects the same registration or recording in favour of the Lender, in form and substance satisfactory to the Lender.

7.3 Modifications and Registration of Security

To the extent not delivered to the Lender on or before the date of this Agreement (including in respect of after-acquired property and Persons that become Guarantors after the date of this Agreement), the Borrower shall, and shall cause each other Loan Party and each Personal Guarantor to do the following, unless otherwise agreed by the Lender:

(a) deliver to the Lender such modifications to the terms of the Loan Documents (or, to the extent applicable as determined by the Lender, such other documents), in each case in form and substance reasonably satisfactory to the Lender and as the Lender deems necessary or advisable in order to ensure the following:

(i) each Guarantor and each Personal Guarantor shall effectively guarantee the payment of the Secured Obligations of the Loan Parties and the Personal Guarantors;

(ii) each Loan Party shall effectively grant to the Lender, a valid and enforceable Lien in all of its property as security for the Secured Obligations incurred by the Loan Parties and the Personal Guarantors; and

(iii) upon the occurrence of any one or more of the following:

(A) a Default, Potential Credit Event or Credit Event that is continuing;

(B) a Demand for Repayment has been made;

(C) an event, circumstance or condition which has had, or would reasonably be expected to have, a Material Adverse Effect, as determined by the Lender, acting reasonably; or

(D) the Lender, acting in good faith, determine it necessary or desirable for their adequate protection,

upon written request of the Lender, deliver to the Lender in the case of any real property owned or leased by a Loan Party, a first-priority mortgage or fixed charge debenture (as applicable) on such real property as specified by the Lender, together with all supporting documents relating thereto, all in form and substance satisfactory to the Lender.

Without derogation from the foregoing, the Borrower shall, and shall ensure that each other Loan Party shall, grant a valid, registrable fixed charge mortgage and security interest in and to each Loan Party's interest in the Specified Real Property on the date of this Agreement, and forthwith register (and if required, submit for re-registration) the same at the applicable land titles office in Alberta.

(b) take all other actions necessary or advisable to ensure the validity or continuing validity of any Guarantee, Personal Guarantee or any Lien securing any Secured Obligations, to perfect, maintain, evidence, or enforce any Lien securing any Secured Obligation, or to ensure such Liens have the same priority as that of the Liens on similar Collateral set forth in the Loan Documents executed on or after the date of this Agreement, including the filing of PPSA financing statements (or equivalent) in such jurisdictions as may be required by the Loan Documents or Applicable Law or as the Lender may otherwise reasonably request; and

(c) deliver to the Lender legal opinions relating to the matters described in this Section 7.3, which opinions shall be as reasonably required by, and in form and substance and from counsel reasonably satisfactory to, the Lender.

7.4 Registration

(a) The Borrower shall, at the request of the Lender and at their own expense, register, file or record the Security Documents in all offices where such registration, filing or recording is necessary or of advantage to the creation, perfection and preserving of the security applicable to it. The Borrower shall amend and renew such registrations, filings and recordings from time to time as and when required to keep them in full force and effect or to preserve the priority established by any prior registration, filing or recording thereof. To facilitate such ongoing perfection of the Security Documents, the Borrower shall provide the Lender with fifteen (15) days' prior written notice of (a) any change in the location of any Loan Party's Relevant Addresses, (b) in the case of any Loan Party, the ownership or acquisition of any property or assets located outside of the Relevant Jurisdictions of such Loan Party.

(b) Without limiting the Borrower's obligations under Section 7.3(b) or 7.4(a), the Lender may, at the Borrower's expense, register, file or record the Security Documents in all offices where such registration, filing or recording is necessary or of advantage to the creation, perfection and preserving of the Lien constituted thereby. The Lender may amend and renew such registrations, filings and recordings from time to time as and when required to keep them in full force and effect or to preserve the Lien established by any prior registration, filing or recording thereof.

7.5 Form of Security Documents

(a) If the Lender, acting reasonably, determines at any time and from time to time that the form and nature of the then existing Security Documents is deficient in any way or does not fully provide the Lender, with the security and priority to which each is entitled hereunder, the Borrower will forthwith execute and deliver or cause to be executed and delivered to the Lender, at the Borrower's expense, such amendments to the Security Documents or provide such new Security Documents as the Lender may reasonably request.

(b) The forms of Security Documents shall have been or be prepared based upon the federal and provincial laws of Canada or such other laws as may be applicable thereto in effect at the date thereof. The Lender shall have the right to require that:

(i) any such Security Documents be amended to reflect any changes in such laws, whether arising as a result of statutory amendments, court decisions or otherwise, in order to confer upon the Lender the security intended to be created thereby, and

(ii) the Loan Parties execute and deliver to the Lender such other and further debentures, mortgages, trust deeds, assignments and security agreements as may be reasonably required to ensure the Lender has and hold, subject to Permitted Liens, first priority security on and against all of the Property of the Loan Parties.

7.6 After-Acquired Property

All property acquired by or on behalf of a Loan Party after the date of execution of the Security Documents (collectively, "**After-Acquired Property**") will be subject to the charges and security interests of the general security agreements or equivalent security issued pursuant to Section 7.1 without any further conveyance, mortgage, pledge, charge, assignment or other act on the part of such Loan Party. Without limiting the effect of the preceding sentence, the Borrower will, and will cause each other Loan Party to, from time to time execute and deliver, or cause to be executed and delivered, and the Lender will be entitled to register, all at the Borrower's expense, such instruments supplemental to the Security Documents, in form and substance satisfactory to the Lender, acting reasonably, as may be necessary or desirable to ensure that the Security Documents, as amended and supplemented, constitute in favour of the Lender, an effective security interest over such After-Acquired Property as required hereunder, subject only to Permitted Liens which under Applicable Law rank in priority thereto.

7.7 Continuing Security

Each item or part of the security issued under the Security Documents shall for all purposes be treated as a separate and continuing collateral security and shall be deemed to have been given in addition to and not in place of any other item or part of the Security Documents or any other security now held or hereafter acquired by the Lender. No item or part of the Security Documents shall be merged or be deemed to have been merged in or by this Agreement or any documents, instruments or acknowledgements delivered hereunder, or any simple contract debt or any judgment, and any realization of or steps taken under or pursuant to any security, instrument or agreement shall be independent of and not create a merger with any other right available to the Lender, under any security, instruments or agreements held by it or at law or in equity.

7.8 Dealing with the Security

The Lender, may grant extensions of time or other indulgences, take and give up securities (including the Security Documents or any part or parts thereof), accept compositions, grant releases and discharges and otherwise deal with the Loan Parties and the Personal Guarantors, and other parties and with the Security (including the Security Documents and each part thereof) as the Lender may see fit, and may, apply all amounts received from any Loan Party and any Personal Guarantor upon such part of the Secured Obligations of the Borrower as the Lender may direct, without prejudice to or in any way limiting the liability of the Loan Parties or the Personal Guarantors under this Agreement or under any of the Security Documents or any other collateral security, as applicable.

7.9 Effectiveness

The Lien created by the Security Documents shall be effective, and the undertakings as to the Security Documents herein or in any other Loan Document shall be continuing, whether the Loan is then outstanding or any amounts thereby secured or any part thereof shall be owing before or after, or at the same time as, the creation of such Liens or before or after or upon the date of execution of any amendments to this Agreement.

7.10 Release and Discharge of Security

The Loan Parties and the Personal Guarantors shall not be discharged from the Security or any part thereof, other than to the extent that such Security applies to a Permitted Disposition (in which case the Security shall cease to apply to the subject matter thereof for the benefit of the Lender) except by a written release and discharge signed by the Lender. If all of the Secured Obligations have been repaid, paid, satisfied and discharged, as the case may be, in full, then the Lender shall cause it and the Lender's interest in the Security to be released and discharged at the expense of the Borrower.

ARTICLE 8
DEMAND

8.1 Demands for Repayment

(a) **Lender Demand**. Notwithstanding the terms and conditions of this Agreement or any other Loan Document (including any Defaults, Potential Credit Events, Credit Events or covenants set out herein or in any agreement or instrument incorporated by reference herein or therein), the Lender in its sole and unfettered discretion, shall demand in writing repayment of any or all of the Loan and all accrued unpaid interest thereon and other liabilities and indebtedness (whether matured or unmatured) of the Borrower to the Lender hereunder and under the other Loan Documents to be immediately due and payable (such demand being, a "**Demand Notice**"), and the Borrower agrees to pay such amounts to the Lender forthwith upon such demand being made. If the Borrower fails to pay any such amounts in accordance with the Demand Notice, all rights and remedies of the Lender under the Loan Documents shall thereupon become enforceable.

(b) **Deemed Demand Notice Upon Credit Event**. Without derogating from the Lender's right to issue a Demand Notice at any time under Section 8.1(a), upon the occurrence of a Credit Event that has not been waived by the Lender, a Demand Notice shall be deemed to have been concurrently given to the Borrower by the Lender, and the provisions of Section 8.1(a) shall apply in respect of such deemed Demand Notice.

8.2 Right of Set-Off

If a Potential Credit Event or Credit Event has occurred and is continuing and/or upon Demand for Repayment has been made, the Lender and its respective Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by Applicable Law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held, and other obligations (in whatever currency) at any time owing, by the Lender or such Affiliate, to or for the credit or the account of the Borrower against any and all of the obligations of any Loan Party now or hereafter existing under this Agreement or any other Loan Document to the Lender or its Affiliates, irrespective of whether or not the Lender or its Affiliate has made any demand under this Agreement or any other Loan

Document and although such obligations of such Loan Party may be contingent or unmatured or are owed to a branch, office or Affiliate of such Lender different from the branch, office or Affiliate holding such deposit or obligated on such indebtedness.

8.3 Remedies Cumulative and Waivers

For greater certainty, it is expressly understood and agreed that the rights and remedies of the Lender hereunder or under any other Loan Document are cumulative and are in addition to and not in substitution for any rights or remedies provided by law or by equity; and any single or partial exercise by the Lender of any right or remedy for a default or breach of any term, covenant, condition or agreement contained in this Agreement or other Loan Document shall not be deemed to be a waiver of or to alter, affect or prejudice any other right or remedy or other rights or remedies to which the Lender may be lawfully entitled for such default or breach. Any waiver by the Lender of the strict observance, performance or compliance with any term, covenant, condition or other matter contained herein and any indulgence granted, either expressly or by course of conduct, by the Lender shall be effective only in the specific instance and for the purpose for which it was given and shall be deemed not to be a waiver of any rights and remedies of the Lender under this Agreement or any other Loan Document as a result of any other default or breach hereunder or thereunder. The Lender may, bring suit at law, in equity or otherwise for any available relief or purpose including but not limited to: (a) the specific performance of any covenant or agreement contained in the Loan Documents; (b) enjoining a violation of any of the terms of the Loan Documents; (c) aiding in the exercise of any power granted by the Loan Documents or by law or (d) obtaining and recovering judgment for any and all amounts due in respect of the Loan or amounts otherwise due hereunder or under the Loan Documents.

ARTICLE 9
YIELD PROTECTION

9.1 Taxes

(a) ***Payments Subject to Taxes***. If any Loan Party or the Lender is required by Applicable Law to deduct or pay any Indemnified Taxes (including any Other Taxes) in respect of any payment by or on account of any obligation of a Loan Party hereunder or under any other Loan Document, then: (i) the sum payable shall be increased by that Loan Party when payable as necessary so that after making or allowing for all required deductions and payments (including deductions and payments applicable to additional sums payable under this Section) the Lender, receives an amount equal to the sum it would have received had no such deductions or payments been required; (ii) the Borrower shall, and shall cause any Loan Party to make any such deductions required to be made by it under Applicable Law and (iii) the Borrower shall, and shall cause any Loan Party to timely pay the full amount required to be deducted to the relevant Governmental Authority in accordance with Applicable Law.

(b) ***Payment of Other Taxes by the Borrower***. Without limiting the provisions of paragraph (a) above, the Borrower shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with Applicable Law.

(c) ***Indemnification by the Borrower***. The Borrower shall indemnify the Lender, within ten (10) days after demand therefor, for the full amount of any Indemnified Taxes or Other Taxes (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section) paid by the Lender and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower by the Lender shall be conclusive absent manifest error.

(d) ***Evidence of Payments***. As soon as practicable after any payment of Indemnified Taxes or Other Taxes by a Loan Party to a Governmental Authority, the Borrower shall deliver to the Lender the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Lender.

(e) ***Survival***. The provisions of Section 9.1(c) shall survive the repayment of the Outstandings.

9.2 Illegality

If the Lender determines that any Applicable Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for the Lender to maintain the Loan (or to maintain its obligation to make the Loan), or to determine or charge interest rates based upon any particular rate, then, on notice thereof by the Lender to the Borrower, the Borrower shall, upon demand from the Lender, prepay the Loan in order to avoid the activity that is unlawful. Upon any such prepayment, the Borrower shall also pay accrued interest on the amount so prepaid.

ARTICLE 10
EXPENSES, INDEMNIFICATION AND JUDGMENT CURRENCY

10.1 Expenses; Indemnity; Damage Waiver

(a) ***Costs and Expenses***. The Borrower shall pay: (i) all reasonable out-of-pocket expenses incurred by the Lender and its Affiliates (including the reasonable fees, charges and disbursements of legal counsel for the Lender on a full indemnity basis), under or in connection with this Agreement and the other Loan Documents, the preparation, negotiation, execution, delivery and administration of this Agreement and the other Loan Documents or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), and (ii) all reasonable out-of-pocket expenses incurred by the (including the fees, charges and disbursements of any counsel for the Lender on a full indemnity basis), under or in connection with the enforcement or protection of its rights (A) in connection with this Agreement and the other Loan Documents, including its rights under this Section, or (B) in connection with the Loan made hereunder, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect the Loan.

(b) ***Indemnification by the Borrower***. The Borrower shall indemnify the Lender and each Related Party of any of the foregoing Persons (each such Person being called an "**Indemnitee**") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses, including the fees, charges and disbursements of any counsel (on a full indemnity basis) for any Indemnitee, incurred by any Indemnitee or asserted against any Indemnitee by any Person other than such Indemnitee and its Related Parties, arising out of, under, in connection with, or as a result of this Agreement and the other Loan Documents, including (i) the execution or delivery of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the performance or non-performance by the parties hereto of their respective obligations hereunder or thereunder or the consummation or non-consummation of the transactions contemplated hereby or thereby, (ii) the Loan or the use or proposed use of the proceeds therefrom, (iii) any actual or alleged presence or Release of Hazardous Materials on or from any property owned or operated by the Borrower, or any of its Subsidiaries, or any Environmental Claims related in any way to the Borrower, or any of its Subsidiaries, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by the Borrower, and regardless of whether any Indemnitee is a party thereto; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and non-appealable judgment to have resulted from the gross negligence or wilful misconduct of such Indemnitee. This Section 10.1(b) shall not apply with respect to Taxes other than any Taxes that represent losses, claims, damages, etc. arising from any non-Tax claim.

(c) ***Waiver of Consequential Damages Etc***. To the fullest extent permitted by Applicable Law, the Borrower shall not, and shall not permit any Subsidiary to, assert, and each hereby waives, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential, punitive, aggravated, or exemplary damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby (or any breach thereof), the transactions contemplated hereby or thereby, the Loan, or the use of the proceeds thereof. No Indemnitee shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby.

(d) ***Payments***. All amounts due under this Section shall be payable promptly and in any event not later than five (5) Banking Days after demand therefor. A certificate of the Lender setting forth the amount or amounts owing to the Lender or Related Party, as the case may be, as specified in this Section, shall be conclusive absent manifest error.

(e) ***Survival***. The provisions of this Section shall survive the repayment of the Outstandings, the termination of the Loan Documents.

ARTICLE 11
GENERAL

11.1 Notices: Effectiveness; Electronic Communication

(a) ***Notices Generally***. Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in paragraph (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by facsimile or email to the addresses specified below or, if to a Loan Party other than the Borrower:

(i) To the Borrower:

J.W. Carr Holdings Ltd.
2400, 10303 Jasper Avenue
Edmonton, AB T5J 3N6

Attention: Marjorie Ann Carr
Facsimile: (780) 429-4577
Email: marj@jwcholdings.ca

(ii) To the Lender:

Michael G. Broadfoot
163 Wildwood Drive SW
Calgary, AB T3C 3C8

Email: mike.broadfoot@icloud.com

or to such other address, email or facsimile number as any party may from time to time notify the others in accordance with this Section.

Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by facsimile shall be deemed to have been given when sent (except that, if not given on a Banking Day between 9:00 a.m. and 5:00 p.m. local time where the recipient is located, shall be deemed to have been given at 9:00 a.m. on the next Banking Day for the recipient). Notices delivered through electronic communications to the extent provided in paragraph (b) below, shall be effective as provided in said paragraph (b).

(b) ***Electronic Communications***. Notices and other communications to the Lender hereunder may be delivered or furnished by electronic communication (including e-mail, FpML and Internet or intranet websites) pursuant to procedures approved by the Lender. The parties hereunder may, in their respective discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it, provided that approval of such procedures may be limited to particular notices or communications.

Unless the Lender otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient, at its e-mail address as described in the foregoing clause (i), of notification that such notice or communication is available and identifying the website address therefor; provided that, for both clauses (i) and (ii) above, if such notice, email or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next Banking Day for the recipient.

(c) ***Change of Address, etc***. Any party hereto may change its address, telecopier number or e-mail address for notices and other communications hereunder by notice to the other parties hereto.

11.2 Successors and Assigns

The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby. No Loan Party may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Lender. Any such purported assignment or transfer shall be ineffective. The Lender may assign or otherwise transfer all or any of its rights or obligations hereunder, under any Security Documents and under any other Loan Documents, including by way of security, in its sole discretion and without notice to or consent of any of the Loan Parties. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, and, to the extent expressly contemplated hereby, the Related Parties of the Lender) any legal or equitable right, remedy or claim under or by reason of this Agreement.

11.3 Governing Law: Jurisdiction: Etc.

(a) ***Governing Law***. This Agreement shall be governed by, and construed in accordance with, the laws of the Province of Alberta and the laws of Canada applicable in that Province.

(b) ***Submission to Jurisdiction***. Each of the parties hereto irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the courts of the Province of Alberta, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or any other Loan Document, or for recognition or enforcement of any judgment, and each of the parties hereto irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or in any other Loan Document shall affect any right that the Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against any Loan Party or any Personal Guarantor or its Property in the courts of any jurisdiction.

(c) ***Waiver of Venue***. Each of the parties hereto irrevocably and unconditionally waives, to the fullest extent permitted by Applicable Law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to in paragraph (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by Applicable Law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

11.4 Counterparts: Integration; Effectiveness; Electronic Execution

(a) ***Counterparts; Integration; Effectiveness***. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Loan Documents and any separate letter agreements with respect to fees payable to the lender, constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. This Agreement shall become effective when it has been executed by the Lender and when the lender has received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic mail (i.e., “pdf”, or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

(b) ***Electronic Execution of Assignments***. The words “execution,” “signed,” “signature,” and words of like import in this Agreement or any other Loan Document shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any Applicable Law.

11.5 Benefit of the Agreement

This Agreement shall enure to the benefit of and be binding upon the Borrower and the Lender and their respective successors and permitted assigns.

11.6 Severability

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

11.7 Amendments and Waivers

Except as otherwise expressly set forth in this Agreement, no amendment or waiver of any provision of this Agreement or any other Loan Document, and no consent to any departure by the Borrower therefrom, shall be effective unless in writing executed by the Borrower and the Lender. Any such waiver and any consent by the Lender under any provision of this Agreement must be in writing and may be given subject to any conditions deemed appropriate by the Person giving that waiver or consent. Any waiver or consent shall be effective only in the instance and for the purpose for which it is given.

11.8 Further Assurances

Each Loan Party, each Personal Guarantor and the Lender shall promptly cure any default by it in the execution and delivery of this Agreement, the other Loan Documents or any of the agreements provided for hereunder to which it is a party. The Borrower, at its expense, shall promptly execute and deliver to the Lender, upon request by the Lender (acting reasonably), all such other and further deeds, agreements, opinions, certificates, instruments, affidavits, registration materials and other documents reasonably necessary for its compliance with, or accomplishment of its respective covenants and agreements hereunder or more fully to state its respective obligations as set out herein or to make any registration, recording, file any notice or obtain any consent, all as may be reasonably necessary or appropriate in connection therewith.

11.9 Time of the Essence

Time shall be of the essence of this Agreement.

11.10 Loan Agreement Governs

In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of the other Loan Documents, the provisions of this Agreement, to the extent of the conflict or inconsistency, shall govern and prevail.

[*Remainder of this page intentionally left blank*]

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

BORROWER:

J.W. CARR HOLDINGS LTD.

Per: M Carr

Name: Marjorie Carr
Title: President

Per: ______________________

Name:
Title:

LENDER:

MICHAEL G. BROADFOOT

Per: MGB

Name:
Title: Self

Acknowledged by:

MARJORIE ANN CARR

Per: M Carr

SCHEDULE "A"

Full Legal Name	Jurisdiction of Incorporation / Continuance / Amalgamation	Locations of Material Property	Relevant Addresses: (1) Registered Office and (2) Chief Executive Office / Chief Place of Business	Extra-Provincial Registrations
J.W. Carr Holdings Ltd.	Alberta	Alberta	2400, 10303 Jasper Avenue, Edmonton, AB T5J 3N6	N/A
KCM Construction (2022) Ltd.	Alberta	Alberta	2400, 10303 Jasper Avenue, Edmonton, Alberta T5J 3N6	N/A
Spruce Grove Industrial Park Inc.	Alberta	Alberta	2400, 10303 Jasper Avenue, Edmonton, Alberta T5J 3N6	N/A
272649 Alberta Ltd.	Alberta	Alberta	2400, 10303 Jasper Avenue, Edmonton, Alberta T5J 3N6	N/A
1303813 Alberta Ltd.	Alberta	Alberta	2400, 10303 Jasper Avenue, Edmonton, Alberta T5J 3N6	N/A
1496206 Alberta Ltd.	Alberta	Alberta	2400, 10303 Jasper Avenue, Edmonton, Alberta T5J 3N6	N/A
Grande Prairie Place Enterprises (1996) Inc.	Alberta	Alberta	2400, 10303 Jasper Avenue, Edmonton, Alberta T5J 3N6	N/A
1170292 Alberta Ltd.	Alberta	Alberta	2400, 10303 Jasper Avenue, Edmonton, Alberta T5J 3N6	N/A]

SCHEDULE "B"

SPECIFIED REAL PROPERTY

OWNER	MUNICIPAL ADDRESS	LEGAL DESCRIPTION
272649 ALBERTA LTD.	Iron Nation 9502 - 117 Street, Grande Prairie, AB	Plan 0625015 Block 3 Lot 3
272649 ALBERTA LTD.	Encana/Ovintiv 12002 - 97 Ave., Grande Prairie, AB	Plan 1124406 Block 2 Lot 7
272649 ALBERTA LTD.	Tundra 11517 - 89 Ave., Grande Prairie, AB	Plan 8020127 Block 17 Lot 1
SPRUCE GROVE INDUSTRIAL PARK INC.	306 Commerce Road N., Spruce Grove, AB	Plan 1523298 Block 1 Lot 9
SPRUCE GROVE INDUSTRIAL PARK INC.	304 Commerce Road N., Spruce Grove, AB	Plan 1523298 Block 1 Lot 10
SPRUCE GROVE INDUSTRIAL PARK INC.	385 Saskatchewan Ave., Spruce Grove, AB	Plan 1421723 Block 4 Lot 6
SPRUCE GROVE INDUSTRIAL PARK INC.	395 Saskatchewan Ave., Spruce Grove, AB	Plan 1525617 Block 4 Lot 7
SPRUCE GROVE INDUSTRIAL PARK INC.	410 Saskatchewan Ave., Spruce Grove, AB	Plan 1525617 Block 4 Lot 8
SPRUCE GROVE INDUSTRIAL PARK INC.	420 Saskatchewan Ave., Spruce Grove, AB	Plan 1525617 Block 4 Lot 9

This is Exhibit O to the affidavit of

Michael G. Broadfoot affirmed on

<u>FIXED AND FLOATING CHARGE DEMAND DEBENTURE</u>
(J.W. Carr Holdings Ltd.)

Principal Sum: $20,000,000.00

Interest Rate: 20.00% per annum

Date: December 12, 2022, with effect as of October 15, 2022

ARTICLE 1- PROMISE TO PAY

<u>Promise to Pay</u>

1.1 For value received, the undersigned (the "**Debtor**") hereby acknowledges itself indebted and promises to pay ON DEMAND to or to the order of Michael G. Broadfoot ("**Secured Party**"), the principal sum herein stipulated on presentation and surrender of this debenture at the Secured Party's address at 163 Wildwood Drive SW, Calgary, AB T3C 3C8, or at such other place as the Secured Party may designate by notice in writing to the Debtor, and to pay interest thereon from the date hereof at the rate per annum herein stipulated in like money at the same place monthly on the last day of each month; and, if the Debtor should at any time make default in the payment of any principal or interest to pay interest on the amount in default both before and after demand, default and judgment at the same rate in lawful money of Canada at the same place.

The Secured Party is the person entitled to receive the principal of and interest on this debenture and all other amounts payable hereunder.

ARTICLE 2- CHARGE

<u>Charge</u>

2.1 As security for the due payment, performance and final and indefeasible satisfaction in full of all indebtedness, liabilities and obligations, whether present or future, direct or indirect, absolute or contingent, matured or unmatured, at any time or from time to time due or accruing due and owing by or otherwise payable by the Debtor to the Secured Party, however or wherever incurred, and whether incurred by the Debtor alone or with another or others and whether as principal, guarantor or surety (including fees, expenses, costs and indemnities) under, pursuant to or in connection with the Loan Agreement (as defined below) and the other Loan Documents to which it is a party (collectively, the "**Obligations**"), the Debtor hereby:

(a) mortgages as and by way of a continuing first, fixed and specific mortgage and charge to and in favour of the Secured Party and his successors and permitted assigns, for the benefit of the Secured Party and his successors and permitted assigns, right, title, estate and interest (whether freehold, leasehold, profit à prendre or otherwise, and whether legal or equitable, corporeal or incorporeal, present or future) in and to the lands described in Schedule A hereto and all real property, buildings, offices, warehouses, structures, improvements, expansions, erections, works and fixtures now or hereafter located on such lands and all increases, additions, accretions, attachments, parts, profits and accessions to any of the foregoing property, together with all substitutions for and replacements and renewals of any of the foregoing property and all proceeds, rents, issues, revenues, profits and other income (including insurance proceeds) accruing from or in respect of any of the forgoing properties and assets (collectively, the "**Specifically Mortgaged Property**");

(b) charges as and by way of a continuing first floating charge to and in favour of the Secured Party and his successors and permitted assigns, all present and future real property of the Debtor of any nature or kind (the "**Property**"), including all real property at any time owned, leased or licensed by the Debtor or in which the Debtor at any time has any right or interest or to which the Debtor now has, may be possessed of, entitled to, or acquire, whether in fee simple or of a lesser estate and all benefits, easements, licences, rights of way and servitudes as pertaining thereto or connected therewith by way of amalgamation or otherwise, now or hereafter other than the Specifically Charged Property to the extent validly subjected to the grant of a mortgage and charge therein pursuant to Section 2.1(a); and

(c) grants a continuing first priority security interest in and assigns, grants, transfers and sets over to and in favour of the Secured Party and his successors and permitted assigns, all of its right, title, estate and interest, present and future, in and to all of its present and after-acquired personal property, including:

(i) any and all existing or future leases, subleases, agreements to lease or sublease or other tenancy or occupancy agreements relating to the whole or any part or parts of the real property charged hereby and all existing or future licenses or concessions whereby any person is given the right to use or occupy the whole or any part or parts of such property and all extensions, amendments, renewals or substitutions thereof or therefor which may hereafter be effected or entered into (collectively, the "**Landlord Leases**")**,** and all benefits, powers and advantages of the Debtor to be derived therefrom and all covenants, obligations and agreements of the tenants thereunder;

(ii) all rents and other moneys now due and payable or accruing due or hereafter to become due and payable to the Debtor under the Landlord Leases, and each guarantee of or indemnity in respect of the obligations of the tenants thereunder, with full power to demand, sue for recovery, receive and give receipts for all such rents and other moneys and otherwise to enforce the rights of the Debtor thereto in the name of the Debtor; and

(iii) any and all proceeds of the foregoing.

2.2 In this debenture, the mortgages, assignments, security interests and charges created and provided for are collectively called the "**Charge**" and the subject matter of the Charge is called the "**Charged Properties**".

<u>Registration Against After-acquired Real Property</u>

2.3 The Charge shall attach to the Charged Properties acquired by the Debtor after the date hereof at the same time as such Charge Premises is acquired by the Debtor, and, without limiting the generality of the foregoing, the Debtor shall from time to time, at the request of the Secured Party execute and deliver all such agreements, supplemental debentures, mortgages and other documents and instruments as may reasonably requested by the Secured Party to confirm or perfect the Charge insofar as they related to any such after-acquired Charged Properties.

<u>Dealings in the Ordinary Course</u>

2.4 Subject to Section 3.1 hereof and until the Charge becomes enforceable, the Debtor may dispose of or deal with the property and assets subjected to the Charge in the ordinary course of business and for the purpose of carrying on the same, so that purchasers thereof or parties dealing with the Debtor take title thereto free and clear of the Charge.

Last Day

2.5 The Charge shall not extend or apply to the last day of the term of any lease or agreement to lease but upon the enforcement of the Charge the Debtor shall stand possessed of such last day in trust for the Secured Party to assign the same to any person acquiring such term in the course of enforcement of the Charge.

Exception for Certain Contractual Rights

2.6 For certainty, the Charge does not and shall not extend to, and the Charged Properties shall not include, any agreement, right, franchise, licence or permit (the "**Contractual Rights**") to which the Debtor is a party or of which the Debtor has the benefit, to the extent that the creation of the Charge herein would constitute a breach of the terms of or permit any person to terminate the Contractual Rights, but the Debtor shall hold its interest therein in trust for the Secured Party and shall assign such Contractual Rights to the Secured Party forthwith upon obtaining the consent of all other parties thereto. The Debtor agrees that it shall, upon the request of the Secured Party, use all commercially reasonable efforts to obtain any consent required to permit any Contractual Rights to be subjected to the Charge herein.

Crystallization of Floating Charge

2.7 The floating charge created by Section 2.1(b) against the Charged Properties shall become a fixed charge against such property and interests upon the earlier of (a) the Secured Party giving written notice to the Debtor that the floating charge has become a fixed charge on the real property and interests therein charged thereby, and (b) the occurrence of any other event which by operation of law would result in the floating charge becoming a fixed charge on the real property and interests therein of the Debtor charged thereby.

ARTICLE 3 - NEGATIVE PLEDGE

Negative Pledge

3.1 Except as permitted by the loan agreement dated December 12, 2022 between the Secured Party, as lender, and the Debtor, as borrower (as may be amended, amended and restated, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), the Debtor shall not create, assume, have outstanding or permit to exist, except in favour of the Secured Party, any mortgage, charge, pledge, lien, assignment by way of security, security interest or other encumbrance on any part of the Charged Properties.

ARTICLE 4 - DEFAULT AND REMEDIES

Default

4.1 If the Debtor makes default in the payment of principal, interest or any other amount payable hereunder or in the due performance of the terms and conditions of Section 3.1 hereof, in each case, which is continuing, the Charge shall immediately become enforceable.

Remedies

4.2 (1) Whenever the Charge has become enforceable, the Secured Party may realize upon the Charged Properties and shall have the following rights and remedies, which rights and remedies may be exercised from time to time separately or in combination and are in addition to and not in substitution for any other rights or remedies the Secured Party may have:

(a) the Secured Party may by appointment in writing appoint a receiver or receiver and manager (each herein referred to as the "**Receiver**") of the Charged Properties and may remove or replace such Receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of a Receiver of the Charged Properties or any part thereof;

(b) the Secured Party may take possession of the Charged Properties and require the Debtor to make the Charged Properties available to the Secured Party;

(c) the Secured Party may take such steps as it considers desirable to maintain, preserve or protect the Charged Properties;

(d) the Secured Party may carry on or concur in the carrying on of all or any part of the business of the Debtor relating to the Charged Properties;

(e) the Secured Party may enforce any rights of the Debtor in respect of the Charged Properties by any manner permitted by law;

(f) the Secured Party may sell, lease or otherwise dispose of the Charged Properties by judicial sale, by foreclosure, by public auction, by private tender or by private sale either for cash or upon credit upon such terms and conditions as the Secured Party may determine and without notice to the Debtor unless required by law and may execute and deliver to the purchaser or purchasers of the Charged Properties or any part thereof a good and sufficient deed or conveyance or deeds or conveyances for the same, any authorized officer of the Secured Party being hereby constituted the irrevocable attorney of the Debtor for the purpose of making such sale and executing such deeds or conveyances, and any such sale made as aforesaid shall be a perpetual bar both in law and in equity against the Debtor and all other persons claiming all or any part of the Charged Properties by, from, through or under the Debtor;

(g) the Secured Party may accept the Charged Properties in satisfaction or partial satisfaction of the Charge upon notice to the Debtor of its intention to do so in the manner required by law;

(h) the Secured Party may borrow money on the security of the Charged Properties for the purpose of the carrying on of the business of the Debtor or for the maintenance, preservation, protection or realization of the Charged Properties in priority to the Charge;

(i) the Secured Party may perform any obligation, covenant or provision under the Loan Documents and the entire costs thereof are a charge on the Charged Properties and shall be added to the amounts due hereunder and shall be secured by the Charge; and

(j) the Secured Party may exercise any other right or remedy permitted by applicable law or equity, including, without limitation, all rights and remedies of a secured party under the *Personal Property Security Act* (Alberta), or any similar personal property legislation of any jurisdiction in which any of the Charged Properties is located, or which, by operation of law, governs or is deemed to govern the Charged Properties.

(2) The Debtor further agrees with the Secured Party that:

(a) the Secured Party shall not be liable or responsible for any failure to seize, collect, realize, sell or obtain payment of the Charged Properties and shall not be bound to institute proceedings or to take other steps for the purpose of seizing, collecting, realizing or obtaining possession or payment of the Charged Properties or for the purpose of preserving any rights of the Secured Party, the Debtor or any other person, firm or corporation in respect of the Charged Properties;

(b) the Secured Party may grant extensions of time, take, abstain from taking and perfecting and give up securities, accept compositions, grant releases and discharges, release any part of the Charged Properties and otherwise deal with the Debtor, debtors of the Debtor, sureties and others and with the Charged Properties and other securities as the Secured Party may see fit without prejudice to the liability of the Debtor to the Secured Party or the Secured Party's rights hereunder;

(c) to facilitate the realization of the Charged Properties, the Secured Party may enter upon, occupy and use all or any of the premises, buildings and plant comprising the Charged Properties and use all or any of the equipment and other personal property of the Debtor for such time as the Secured Party requires to facilitate such realization, free of charge (as between the Debtor and the Secured Party), and the Secured Party shall not be liable to the Debtor for any neglect in so doing (other than gross negligence or wilful misconduct on the part thereof) or in respect of any rent, charges or depreciation in connection with such actions;

(d) the Secured Party may charge on his own behalf and pay to others all reasonable amounts for expenses incurred and for services rendered in connection with the exercise of the rights and remedies of the Secured Party hereunder, including, without limiting the generality of the foregoing, reasonable legal, Receiver and accounting fees and expenses, and in every such case the amounts so paid together with all costs, charges and expenses incurred in connection therewith shall be added to the amounts due hereunder and shall be secured by the Charge;

(e) the Secured Party may discharge any claim, lien, mortgage, charge, security interest, encumbrance or any rights of others that may exist or be threatened against the Charged Properties, and in every such case the amounts so paid together with costs, charges and expenses incurred in connection therewith shall be added to the amounts due hereunder and shall be secured by the Charge; and

(f) any proceeds of realization of the Charged Properties may be applied by the Secured Party to the payment of expenses in connection with the preservation and realization of the Charged Properties as above described and any balance of such proceeds shall be applied by the Secured Party, at the direction of the Secured Party, to payment of any amount owing by the Debtor to the Secured Party; if there is any surplus remaining, it may be paid to any person having a claim thereto in priority to the Debtor of whom the Secured Party has knowledge and may be applied or retained as reserves against potential claims that the Secured Party or the Receiver in good faith believes should be maintained and the balance remaining, if any, shall (subject to applicable law) be paid to the Debtor.

(3) Any Receiver shall be entitled to exercise all rights and powers of the Secured Party hereunder. To the extent permitted by applicable law, any Receiver shall for all purposes be deemed to be the agent of the Debtor and not of the Secured Party, and the Debtor shall be solely responsible for the Receiver's acts or defaults and remuneration.

(4) The Debtor hereby irrevocably appoints the Secured Party attorney on its behalf to sell or transfer the Charged Properties and to execute all instruments, and do all acts, matters and things that may be necessary for carrying out the powers hereby given and for the recovery of all rents and sums of money that may become or are now due or owing to the Debtor in respect of the Charged Properties and for the enforcement of all contracts, covenants or conditions binding on any lessee or occupier of the Charged Properties or on any person in respect of it and this appointment shall take effect if the Charge has become enforceable.

ARTICLE 5 – REPRESENTATIONS AND WARRANTIES

Representations as to the Charged Properties

5.1 The Debtor represents and warrants to the Secured Party that it has good title to the Specifically Mortgaged Property described in Schedule A and has the right, full power and lawful authority to mortgage and charge and grant a security interest in the Charged Properties as provided in this debenture.

ARTICLE 6– GENERAL

Expenses

6.1 The Debtor shall pay to the Secured Party forthwith on demand all reasonable costs, charges and expenses, including all reasonable legal fees, incurred by the Secured Party in connection with the recovery or enforcement of payment of any moneys owing hereunder whether by realization or otherwise. All such sums, together with interest thereon at the rate set forth in this debenture, shall be added to the amount payable hereunder and shall be secured by the Charge.

Pledge of Debenture

6.2 This debenture may be pledged or assigned by the Debtor as security for its indebtedness, liabilities and obligations. While this debenture is so pledged, no payment by the Debtor of the whole or any part of any indebtedness, liabilities or obligations secured by this debenture shall reduce the amount owing under this debenture unless specifically appropriated to and noted on this debenture by the Secured Party at the time of payment.

Not Negotiable

6.3 This debenture is not a negotiable instrument and the rights created hereunder which are exercisable by any holder hereof other than the Secured Party are no greater than the rights of the Secured Party, and any holder hereof is subject to the same obligations, duties, liabilities and defences as the Secured Party would have been subject to.

No Waiver, Remedies

6.4 No failure on the part of the Secured Party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude the other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

Notices

6.5 Any demand, notice or communication to be made or given hereunder shall be in writing and may be made or given by personal delivery or by facsimile transmission or other electronic means of communication addressed to the Debtor as follows:

J.W. Carr Holdings Ltd.

Address: 2400-10303 Jasper Avenue NW
Edmonton, Alberta T5J 3N6

Attn: Marjorie Carr
Emails: marj@jwcholdings.ca

or to such other address or electronic communication number as the Debtor may from time to time notify the Secured Party in writing. Any demand, notice or communication made or given by personal delivery or by facsimile transmission or other electronic means of communication shall be conclusively deemed to have been made or given on the day of actual delivery or transmittal thereof.

Additional Security

6.6 This debenture and the Charge shall be and shall be deemed to have been given in addition to and not in place of any other security now or hereafter held or acquired by the Secured Party.

Headings; References to Debenture

6.7 The division of this debenture into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this debenture. The terms “this debenture”, “hereof”, “hereunder” and similar expressions refer to this debenture and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, reference herein to Articles and Sections are to Articles and Sections of this debenture.

Number; Gender; Persons

6.8 In this debenture, words importing the singular number only shall include the plural and vice versa, words importing any gender shall include all genders and words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations.

Governing Law

6.9 This debenture shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

Attornment

6.10 The Debtor hereby attorns and submits to the non-exclusive jurisdiction of the courts of the Province of Alberta. For the purpose of all legal proceedings, this debenture shall be deemed to have been performed in the Province of Alberta and the courts of the Province of Alberta shall have jurisdiction to entertain any action arising under this debenture. Notwithstanding the foregoing, nothing herein shall be construed nor operate to limit the right of the Debtor or the Secured Party to commence any action relating hereto in any other jurisdiction, nor to limit the right of the courts of any other jurisdiction to take jurisdiction over any action or matter relating hereto.

Benefit of the Debenture

6.11 This debenture shall be binding upon the successors and permitted assigns of the Debtor (including, without limitation, any corporation resulting from an amalgamation with the Debtor) except that the Debtor may not assign its obligations under this debenture without the prior written consent of the Secured Party (which consent may be withheld in his sole discretion). This debenture shall benefit the successors and permitted assigns of the Secured Party.

Time of the Essence

6.12 Time shall be of the essence with regard to this debenture.

Discharge

6.13 Except as expressly agreed in writing by the Secured Party, the Debtor shall not be discharged from the Charge, this debenture or any of its obligations hereunder except by a release or discharge in writing signed by the Secured Party. Following the full and final indefeasible payment of the Secured

Obligations of the Loan Parties and the Personal Guarantors to the Secured Party under, pursuant or relating to the Loan Agreement and the other Loan Documents, and upon written request by the Debtor, the Secured Party shall promptly deliver a release or discharge in writing to the Debtor to effect discharge of this debenture.

Waiver of Financing Statement, Etc.

6.14 The Debtor hereby waives the right to receive from the Secured Party a copy of any financing statement, financing change statement or other statement or document filed or registered at any time in respect of this debenture or any verification statement or other statement or document issued by any registry that confirms or evidences registration of or relates to this debenture.

No Merger

6.15 No item or part of this debenture shall be merged or be deemed to have been merged in or by any documents, instruments or acknowledgements delivered in connection with this debenture or the credit agreement referred to herein, or any simple contract debt or any judgment, and any realization of or steps taken under or pursuant to any security, instrument or agreement shall be independent of and not create a merger with any other right available to the Secured Party under any security, instruments or agreements held by it or at law or in equity. No obligation of the Debtor hereunder shall merge in any judgment relating to any such obligation.

Severability

6.16 If any provision of this debenture is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect. To the extent permitted by applicable law the Debtor hereby waives any provision of law that renders any provision hereof prohibited or unenforceable in any respect.

Further Assurances

6.17 The Debtor shall from time to time promptly upon the request of the Secured Party, take such action, and execute and deliver such further documents, mortgages, charges, assignments, pledges, amendments and other deeds and instruments as may be reasonably necessary or appropriate to fully give effect to the provisions and intent of this debenture this and to take all other steps necessary to maintain the validity, perfection and intended priority of this debenture, including the execution and delivery of supplemental debentures more particularly describing the Charged Properties or to correct or amplify the description of the Charged Properties or to better assure, convey and confirm unto the Secured Party any of the Charged Properties.

Registrations

6.18 The Debtor will assist the Secured Party as required to allow the Secured Party to ensure that this debenture and all such supplementary and corrective instruments and all additional mortgage and security documents described in Section 6.17 and all documents, caveats, cautions, memorials, security notices and financing statements in respect thereof, are properly filed and refiled, registered and re-registered and deposited and re-deposited, in such manner, in such offices and places, and at such times and as often as may be required by applicable law or as may be necessary or desirable to perfect and preserve the Charge as a first priority mortgage, charge and security interest (subject to Permitted Encumbrances) on the rights conferred or intended to be conferred upon the Secured Party by the Charge and will cause to be furnished promptly to the Secured Party evidence satisfactory to the Secured Party of such filing, registering and depositing.

Paramountcy

6.19 In the event of any conflict between the provisions hereunder and the provisions contained in the Debenture Pledge Agreement dated as of the date hereof between the Debtor and the Secured Party (as same may be amended, supplemented, restated, amended and restated or modified from time to time, the "**Debenture Pledge**"), the terms of the Debenture Pledge shall govern to the extent necessary to resolve such conflict.

Attachment of Security Interest

6.20 The Debtor acknowledges that the Charge hereby created attaches upon the execution of this debenture (or in the case of any future property, upon the date the Debtor has any rights therein), that value has been given by the Secured Party and that the Debtor has, or in the case of future property will have, rights in the Charged Properties or the power to transfer rights in the Charged Properties to the Secured Party.

Indemnity

6.21 The Debtor shall be liable for and does hereby indemnify and save the Secured Party and every Receiver from and against any and all liabilities, actions, claims, judgments, obligations, costs, charges or expenses, including legal fees and expenses, made against or incurred by the Secured Party or any Receiver as a result of taking this debenture or acting under it and the Secured Party and every Receiver shall have the right to defend against any such liabilities, actions, claims and charges and to claim from the Debtor all expenses incurred in connection therewith, together with all legal fees and expenses that may be paid in connection therewith, provided that the Debtor will not be obligated to indemnify the Secured Party or a Receiver to the extent that those claims, losses and expenses are determined by a court of competent jurisdiction by final and non-appealable judgment to have resulted from the gross negligence or willful misconduct of the Secured Party or such Receiver. It is understood and agreed that the covenants and conditions of this Section 6.21 shall remain in full force and effect notwithstanding the payment or release, either partially or wholly, of the Charge or any foreclosure thereof.

Amalgamation

6.22 The Debtor acknowledges and agrees that in the event it amalgamates with any other corporation or corporations it is the intention of the Debtor and the Secured Party that the term "Debtor" when used herein shall apply to each of the amalgamating corporations and to the amalgamated corporation such that the Charge shall secure the indebtedness of each of the amalgamating corporations and the amalgamated corporation to the Secured Party at the time of the amalgamation and any indebtedness of the amalgamated corporation to the Secured Party thereafter arising. The Charge shall attach to all of the Charged Properties owned by each corporation amalgamating with the Debtor, and by the amalgamated corporation, at the time of amalgamation and shall attach to any Charged Properties thereafter owned or acquired by the amalgamated corporation upon becoming owned or acquired.

Partial Discharge

6.23 No postponement or partial release or discharge of the Charge in respect of all or any part of the Charged Properties shall in any way operate or be construed so as to release and discharge the Charge except as therein specifically provided, or so as to release or discharge the Debtor from its liability to the Secured Party to fully pay and satisfy the Secured Obligations.

Waivers of Applicable Law

6.24 To the extent not prohibited by applicable law, the Debtor hereby waives its rights, if any, under all provisions of applicable law that would in any manner limit, restrict or otherwise affect the Secured

Party's rights and remedies hereunder or impose any additional obligations on the Secured Party. The Debtor waives the right to receive any amount which it may now or hereafter be entitled to receive (whether by way of damages, fine, penalty or otherwise) by reason of the failure of the Secured Party to deliver to the Debtor a copy of any financing statement or any verification statement issued by any registry that confirms registration of a financing statement relating to this debenture.

6.25 The Debtor hereby authorizes the Secured Party to provide information to any person who requests information under the *Personal Property Security Act* (Alberta) (the "**PPSA**") or similar legislation and the Secured Party will not be required to investigate whether or not the inquiring person is in fact a person entitled to request information pursuant to the PPSA or similar legislation.

6.26 To the full extent that it may lawfully do so, the Debtor hereby:

(a) waives and disclaims any benefit of and shall not have or assert any right under any statute or rule of law pertaining to the marshalling of assets or any other matter whatever to defeat, reduce or affect the rights of the Secured Party under the terms of this debenture to a sale of the Charged Properties or any part thereof or for the collection of all amounts secured hereby; and

(b) agrees that it shall not have or assert any right or equity of redemption or any right under any statute or otherwise to redeem the Charged Properties or any part thereof after the sale hereunder to any person whether such sale is by the Secured Party, any Receiver or otherwise, notwithstanding that the Secured Party may have purchased same.

Alberta Waivers

6.27 To the fullest extent that it may lawfully do so, the Debtor hereby:

(a) waives the rights, benefits and protection of section 49 of the *Law of Property Act* (Alberta), as amended, or any successor statute; and

(b) waives the provisions of the *Judgement Interest Act* (Alberta).

Definitions

6.28 Capitalized words used herein and not defined shall have the meanings given to them in the Loan Agreement.

Statutory Charging Provision

6.29 For better securing to the Secured Party the repayment in the manner set out above of the principal sum and interest (and other amount hereby secured), the Debtor hereby mortgages to the Secured Party all of its estate and interest in the property described in Section 2.1 of this debenture.

[*Remainder of page intentionally left blank*]

IN WITNESS WHEREOF the Debtor has executed this debenture as of the date first written above.

J.W. CARR HOLDINGS LTD.

Per: M Carr
Name: Marjorie Carr
Title: President

Schedule A

Legal Description of the Lands Located in Alberta

Nil.

This is Exhibit P to the affidavit of

Michael G. Broadfoot affirmed on

THIS DEBENTURE PLEDGE AGREEMENT made as of December 12, 2022, with effect as of October 15, 2022;
(J.W. Carr Holdings Ltd.)

Description of Fixed and Floating Charge Demand Debenture

Principal Sum:	$60,000,000
Interest Rate:	20.0% per annum
Date:	December 12, 2022, with effect as of October 15, 2022

WHEREAS:

(A) Michael G. Broadfoot (the "**Secured Party**"), as lender, and J.W. Carr Holdings Ltd. (the "**Debtor**"), as borrower, have entered into a loan agreement dated as of December 12, 2022 (as may be further amended, modified, supplemented or restated from time to time) (the "**Loan Agreement**");

(B) in order to secure the payment and performance of the Obligations (as defined below), the Debtor has created and issued to the Secured Party the fixed and floating charge demand debenture described above (as the same may hereafter be amended, modified, supplemented and restated from time to time, the "**Debenture**"); and

(C) the purpose of this Debenture Pledge Agreement is to set forth the terms and conditions upon which the Debenture is to be held by the Secured Party.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby conclusively acknowledged by the Debtor, the Debtor hereby agrees and covenants with the Secured Party as follows:

1. The Debtor hereby grants a security interest in and deposits with and pledges to the Secured Party ((the "**Pledge**") the Debenture to be held by the Secured Party as general and continuing collateral security for the payment and performance of all indebtedness, liabilities and obligations, whether present or future, direct or indirect, absolute or contingent, matured or unmatured, at any time or from time to time due or accruing due and owing by or otherwise payable by the Debtor to the Secured Party, however or wherever incurred, and whether incurred by the Debtor alone or with another or others and whether as principal, guarantor or surety (collectively, and together with the expenses, costs and charges set out in Section 2, the "**Obligations**") under, pursuant to or in connection with the Loan Agreement and each of the other Loan Documents to which it is a party (collectively, the "**Documents**").

2. All expenses, costs and charges incurred by or on behalf of the Secured Party in connection with this Debenture Pledge Agreement, the Debenture or the realization of the Debenture or the Charged Properties (as defined in the Debenture), including all legal fees, court costs, receiver's or Secured Party's remuneration and other expenses of or taking possession of, repairing, protecting, insuring, preparing for disposition, realizing, collecting, selling, transferring, delivering or obtaining payment of the Debenture or the Charged Properties or other exercise of the power conferred by the Loan Agreement and the other Loan Documents are payable on demand and are to be added to and form a part of the Obligations.

3. The Debtor acknowledges that (a) value has been given, (b) it has rights in the Debenture or the power to transfer rights in the Debenture to the Secured Party, and (c) it has not agreed to postpone the time of attachment of the Pledge.

4. The Secured Party may at any time exercise and enforce all of the rights and remedies of a holder of the Debenture as if the Secured Party was the absolute owner thereof without notice to or control by the Debtor, and any such remedy may be exercised separately or in combination with, and shall be in addition to and not in substitution for, any other right or remedy of the Secured Party however created, provided that the Secured Party shall not be bound to exercise any such right or remedy. A failure or delay on the part of the Secured Party in exercising a right or remedy under this Debenture Pledge Agreement does not operate as a waiver of, or impair, any rights or remedies of the Secured Party however arising.

5. The Debtor irrevocably appoints the Secured Party as attorney of the Debtor (with full power of substitution) to do, make and execute, in the name of and on behalf of the Debtor, all such further acts, documents, matters and things which the Secured Party may deem necessary or advisable to accomplish the purposes of this Debenture Pledge Agreement including the execution, endorsement and delivery of documents and any notices, receipts, assignments or verifications of the accounts. All acts of the attorney are hereby ratified and approved, and the attorney shall not be liable for any act, failure to act or any other matter or thing, except to the extent caused by its own gross negligence or wilful misconduct. This power of attorney is irrevocable, is coupled with an interest, has been given for valuable consideration (the receipt and adequacy of which is acknowledged) and survives, and does not terminate upon, the bankruptcy, dissolution, winding up or insolvency of the Debtor. This power of attorney extends to and is binding upon the Debtor's successors and permitted assigns. The Debtor authorizes the Secured Party to (a) delegate in writing to another person any power and authority of the Debtor under this power of attorney as may be necessary or desirable in the opinion of the Secured Party, and (b) revoke or suspend such delegation.

6. Subject to the requirements of the laws of the Province of Alberta and the federal laws of Canada applicable therein (the "**Applicable Law**"), the Secured Party shall not be bound under any circumstances to realize upon or under the Debenture and shall not be responsible to the Debtor for any loss occasioned by any sale or other dealing with the Debenture or the Charged Premises (as defined in the Debenture) or by the retention of or failure to sell or otherwise deal with the same.

7. The proceeds of or any other amount received pursuant to the Debenture shall be applied by the Secured Party on account of the Obligations in such order as the Secured Party sees fit without prejudice to the Secured Party's claim upon the Debtor for any deficiency. Subject to the requirements of Applicable Law and the Documents, any surplus realized by the Secured Party in excess of the Obligations shall be paid over to the Debtor.

8. The Secured Party shall not be obliged to exhaust its recourse against the Debtor, any other person or persons, or any other security it may hold with respect to the Obligations before realizing upon, under, or otherwise dealing with the Debenture in such manner as the Secured Party sees fit. the Secured Party may grant extensions of time or other indulgences, take and give up securities, accept compositions, grant releases and discharges and otherwise deal with the Debtor and with other parties, sureties or securities as the Secured Party may see fit, without prejudice to the liability of the Debtor or the Secured Party's rights in respect of the Debenture.

9. No consent or waiver by the Secured Party in connection with this Debenture Pledge Agreement is binding unless made in writing and signed by the Secured Party. Any consent or waiver given under this Debenture Pledge Agreement is effective only in the specific instance and for the specific purpose for which it was given. No waiver of any of the provisions of this Debenture Pledge Agreement constitutes a waiver of any other provision.

10. Notwithstanding the stated interest rate per annum in the Debenture, payment to the Secured Party of the relevant interest due and payable under the Documents (other than the Debenture) for any period in respect of the Obligations at the current rate at which the Obligations bear interest for such period pursuant to the Documents (other than the Debenture) shall be deemed to be payment in satisfaction of the interest payment for the same period under the Debenture.

11. The Debenture shall not operate by way of merger of any of the Obligations and no judgment recovered by the Secured Party shall operate by way of merger of or in any way affect the security of the Debenture which is in addition to and not in substitution for any other security now or hereafter held by the Secured Party with respect to the Obligations.

12. Notwithstanding the form and terms of the Debenture and the provisions of this Debenture Pledge Agreement, the Secured Party shall not claim or realize an amount under or in respect of the Debenture in excess of the aggregate Obligations (which shall exclude the stated nominal principal sum of the Debenture and interest payable thereon at the stated nominal rate under the Debenture), due and payable from time to time, of the Debtor to the Secured Party.

13. The Debtor shall from time to time, do all such acts and things and execute and deliver all such transfers, assignments and instruments as the Secured Party may require for (a) protecting the Debenture, (b) perfecting the Pledge, (c) exercising all powers, authorities and discretions conferred upon the Lender, and (d) otherwise enabling the Lender to obtain the full benefits of this debenture pledge agreement and the rights and powers herein granted. The Debtor shall, from time to time after the Pledge has become enforceable, do all such acts and things and execute and deliver all such transfers, assignments and instruments as the Lender may require for facilitating the sale or other disposition of the Debenture in connection with its realization.

14. The Debtor acknowledges receiving a copy of this Debenture Pledge Agreement and to the fullest extent permitted by law, waives all rights to receive from the Secured Party a copy of any financing statement, financing change statement or verification statement filed or issued, as the case may be, at any time in respect of this Debenture Pledge Agreement or any amendments to it.

15. If there is any conflict or inconsistency between the provisions of this Debenture Pledge Agreement and the Debenture, the rights and obligations of the Debtor and the Secured Party shall be governed by the provisions of this Debenture Pledge Agreement. If there is any conflict or inconsistency between the provisions of this Debenture Pledge Agreement, the Documents (other than the Debenture) and/or the provisions of the Loan Agreement, the rights and obligations of the Debtor and the Secured Party shall be governed by the provisions of the applicable Loan Document or the Loan Agreement.

16. Upon payment and satisfaction in full of the Obligations (which shall exclude the stated nominal principal sum of the Debenture and interest payable thereon at the stated nominal rate under the Debenture) or at such other time as may be provided for in the Loan Agreement, the Secured Party shall, at the request of the Debtor, deliver the Debenture to the Debtor and shall, at the request and expense of the Debtor, execute and deliver to the Debtor releases, discharges and such other instruments as shall be required to effectively discharge the Charge (as defined in the Debenture).

17. Time shall be of the essence with regard to this Debenture Pledge Agreement.

18. Capitalized words and phrases used herein and the recitals hereto without express definition herein shall, unless something in the subject matter or context is inconsistent therewith, have the same defined meanings as are ascribed to such words and phrases in the Loan Agreement. For certainty, if the Loan Agreement ceases to be in force for any reason whatsoever, then for all purposes hereof the aforementioned capitalized words and phrases shall continue to have the same defined meanings set forth in the Loan Agreement as if such agreement remained in force in the form immediately prior to its ceasing to be in force.

19. This Debenture Pledge Agreement shall enure to the benefit of and be binding upon the Debtor, the Secured Party and their respective successors and permitted assigns.

20. The parties hereto each hereby attorn and submit to the non-exclusive jurisdiction of the courts of the Province of Alberta. For the purpose of all legal proceedings, this Debenture Pledge Agreement

shall be deemed to have been performed in the Province of Alberta and the courts of the Province of Alberta shall have jurisdiction to entertain any action arising under this Debenture Pledge Agreement. Notwithstanding the foregoing, nothing herein shall be construed nor operate to limit the right of either party hereto to commence any action relating hereto in any other jurisdiction, nor to limit the right of the courts of any other jurisdiction to take jurisdiction over any action or matter relating hereto.

21. This Debenture Pledge Agreement shall be governed by and construed in accordance with the laws in force in the Province of Alberta and the federal laws of Canada applicable therein.

22. The Debtor hereby waives the right to receive from the Secured Party a copy of any financing statement, financing change statement or other statement or document filed or registered at any time in respect of this Debenture Pledge Agreement or any verification statement or other statement or document issued by any registry that confirms or evidences registration of or relates to this Debenture Pledge Agreement.

23. The Debtor may not assign its obligations under this Debenture Pledge Agreement without the prior written consent of the Secured Party (which consent may be withheld in its sole discretion).

24. The rights of the Secured Party under this Debenture Pledge Agreement may only be assigned in accordance with the requirements of the Loan Agreement.

25. If any provision of this Debenture Pledge Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect. To the extent permitted by Applicable Law, the parties hereby waive any provision of law that renders any provision hereof prohibited or unenforceable in any respect.

26. This Debenture Pledge Agreement may be executed in any number of separate counterparts and all such signed counterparts will together constitute one and the same instrument. The words “execution,” “execute”, “executed”, “signed,” “signature,” and words of like import in this Debenture Pledge Agreement shall be deemed to include electronic signatures, including by DocuSign, facsimile transmission or by electronic delivery in portable document format (.pdf), the electronic matching of assignment terms and contract formations on electronic platforms approved by the Secured Party, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any Applicable Law. The Secured Party may, in its discretion, require that any such documents and signatures executed electronically or delivered by facsimile or other electronic transmission be confirmed by a manually-signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature executed electronically or delivered by facsimile or other electronic transmission.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF the Debtor has executed this Debenture Pledge Agreement as of the date first above written.

J.W. CARR HOLDINGS LTD.

Per: M Carr
Name: Marjorie Carr
Title: President

ACCEPTED AS OF THE DATE FIRST ABOVE WRITTEN BY:

MICHAEL G. BROADFOOT

Per: ________________________

This is Exhibit Q to the affidavit of

Michael G. Broadfoot affirmed on

FIXED AND FLOATING CHARGE DEMAND DEBENTURE
(272649 Alberta Ltd.)

Principal Sum: $20,000,000.00

Interest Rate: 20.00% per annum

Date: December 12, 2022, with effect as of October 15, 2022

ARTICLE 1- PROMISE TO PAY

Promise to Pay

1.1 For value received, the undersigned (the "**Debtor**") hereby acknowledges itself indebted and promises to pay ON DEMAND to or to the order of Michael G. Broadfoot ("**Secured Party**"), the principal sum herein stipulated on presentation and surrender of this debenture at the Secured Party's address at 163 Wildwood Drive SW, Calgary, AB T3C 3C8, or at such other place as the Secured Party may designate by notice in writing to the Debtor, and to pay interest thereon from the date hereof at the rate per annum herein stipulated in like money at the same place monthly on the last day of each month; and, if the Debtor should at any time make default in the payment of any principal or interest to pay interest on the amount in default both before and after demand, default and judgment at the same rate in lawful money of Canada at the same place.

The Secured Party is the person entitled to receive the principal of and interest on this debenture and all other amounts payable hereunder.

ARTICLE 2- CHARGE

Charge

2.1 As security for the due payment, performance and final and indefeasible satisfaction in full of all indebtedness, liabilities and obligations, whether present or future, direct or indirect, absolute or contingent, matured or unmatured, at any time or from time to time due or accruing due and owing by or otherwise payable by the Debtor to the Secured Party, however or wherever incurred, and whether incurred by the Debtor alone or with another or others and whether as principal, guarantor or surety (including fees, expenses, costs and indemnities) under, pursuant to or in connection with the Guarantee dated as of the date hereof (the "**Guarantee**") made by the Debtor and the other guarantors party thereto in favour of the Secured Party and the other Loan Documents to which it is a party (collectively, the "**Obligations**"), the Debtor hereby:

(a) mortgages as and by way of a continuing first, fixed and specific mortgage and charge to and in favour of the Secured Party and his successors and permitted assigns, for the benefit of the Secured Party and his successors and permitted assigns, right, title, estate and interest (whether freehold, leasehold, profit à prendre or otherwise, and whether legal or equitable, corporeal or incorporeal, present or future) in and to the lands described in Schedule A hereto and all real property, buildings, offices, warehouses, structures, improvements, expansions, erections, works and fixtures now or hereafter located on such lands and all increases, additions, accretions, attachments, parts, profits and accessions to any of the foregoing property, together with all substitutions for and replacements and renewals of any of the foregoing property and all proceeds, rents, issues, revenues, profits and other income (including insurance proceeds) accruing from or in respect of any of the forgoing properties and assets (collectively, the "**Specifically Mortgaged Property**");

(b) charges as and by way of a continuing first floating charge to and in favour of the Secured Party and his successors and permitted assigns, all present and future real property of the Debtor of any nature or kind (the "**Property**"), including all real property at any time owned, leased or licensed by the Debtor or in which the Debtor at any time has any right or interest or to which the Debtor now has, may be possessed of, entitled to, or acquire, whether in fee simple or of a lesser estate and all benefits, easements, licences, rights of way and servitudes as pertaining thereto or connected therewith by way of amalgamation or otherwise, now or hereafter other than the Specifically Charged Property to the extent validly subjected to the grant of a mortgage and charge therein pursuant to Section 2.1(a); and

(c) grants a continuing first priority security interest in and assigns, grants, transfers and sets over to and in favour of the Secured Party and his successors and permitted assigns, all of its right, title, estate and interest, present and future, in and to all of its present and after-acquired personal property, including:

(i) any and all existing or future leases, subleases, agreements to lease or sublease or other tenancy or occupancy agreements relating to the whole or any part or parts of the real property charged hereby and all existing or future licenses or concessions whereby any person is given the right to use or occupy the whole or any part or parts of such property and all extensions, amendments, renewals or substitutions thereof or therefor which may hereafter be effected or entered into (collectively, the **"Landlord Leases**")**,** and all benefits, powers and advantages of the Debtor to be derived therefrom and all covenants, obligations and agreements of the tenants thereunder;

(ii) all rents and other moneys now due and payable or accruing due or hereafter to become due and payable to the Debtor under the Landlord Leases, and each guarantee of or indemnity in respect of the obligations of the tenants thereunder, with full power to demand, sue for recovery, receive and give receipts for all such rents and other moneys and otherwise to enforce the rights of the Debtor thereto in the name of the Debtor; and

(iii) any and all proceeds of the foregoing.

2.2 In this debenture, the mortgages, assignments, security interests and charges created and provided for are collectively called the "**Charge**" and the subject matter of the Charge is called the "**Charged Properties**".

Registration Against After-acquired Real Property

2.3 The Charge shall attach to the Charged Properties acquired by the Debtor after the date hereof at the same time as such Charge Premises is acquired by the Debtor, and, without limiting the generality of the foregoing, the Debtor shall from time to time, at the request of the Secured Party execute and deliver all such agreements, supplemental debentures, mortgages and other documents and instruments as may reasonably requested by the Secured Party to confirm or perfect the Charge insofar as they related to any such after-acquired Charged Properties.

Dealings in the Ordinary Course

2.4 Subject to Section 3.1 hereof and until the Charge becomes enforceable, the Debtor may dispose of or deal with the property and assets subjected to the Charge in the ordinary course of business and for the purpose of carrying on the same, so that purchasers thereof or parties dealing with the Debtor take title thereto free and clear of the Charge.

Last Day

2.5 The Charge shall not extend or apply to the last day of the term of any lease or agreement to lease but upon the enforcement of the Charge the Debtor shall stand possessed of such last day in trust for the Secured Party to assign the same to any person acquiring such term in the course of enforcement of the Charge.

Exception for Certain Contractual Rights

2.6 For certainty, the Charge does not and shall not extend to, and the Charged Properties shall not include, any agreement, right, franchise, licence or permit (the "**Contractual Rights**") to which the Debtor is a party or of which the Debtor has the benefit, to the extent that the creation of the Charge herein would constitute a breach of the terms of or permit any person to terminate the Contractual Rights, but the Debtor shall hold its interest therein in trust for the Secured Party and shall assign such Contractual Rights to the Secured Party forthwith upon obtaining the consent of all other parties thereto. The Debtor agrees that it shall, upon the request of the Secured Party, use all commercially reasonable efforts to obtain any consent required to permit any Contractual Rights to be subjected to the Charge herein.

Crystallization of Floating Charge

2.7 The floating charge created by Section 2.1(b) against the Charged Properties shall become a fixed charge against such property and interests upon the earlier of (a) the Secured Party giving written notice to the Debtor that the floating charge has become a fixed charge on the real property and interests therein charged thereby, and (b) the occurrence of any other event which by operation of law would result in the floating charge becoming a fixed charge on the real property and interests therein of the Debtor charged thereby.

ARTICLE 3 - NEGATIVE PLEDGE

Negative Pledge

3.1 Except as permitted by the Loan Agreement, the Debtor shall not create, assume, have outstanding or permit to exist, except in favour of the Secured Party, any mortgage, charge, pledge, lien, assignment by way of security, security interest or other encumbrance on any part of the Charged Properties.

ARTICLE 4 - DEFAULT AND REMEDIES

Default

4.1 If the Debtor makes default in the payment of principal, interest or any other amount payable hereunder or in the due performance of the terms and conditions of Section 3.1 hereof, in each case, which is continuing, the Charge shall immediately become enforceable.

Remedies

4.2 (1) Whenever the Charge has become enforceable, the Secured Party may realize upon the Charged Properties and shall have the following rights and remedies, which rights and remedies may be exercised from time to time separately or in combination and are in addition to and not in substitution for any other rights or remedies the Secured Party may have:

(a) the Secured Party may by appointment in writing appoint a receiver or receiver and manager (each herein referred to as the "**Receiver**") of the Charged Properties and may remove or replace such Receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of a Receiver of the Charged Properties or any part thereof;

(b) the Secured Party may take possession of the Charged Properties and require the Debtor to make the Charged Properties available to the Secured Party;

(c) the Secured Party may take such steps as it considers desirable to maintain, preserve or protect the Charged Properties;

(d) the Secured Party may carry on or concur in the carrying on of all or any part of the business of the Debtor relating to the Charged Properties;

(e) the Secured Party may enforce any rights of the Debtor in respect of the Charged Properties by any manner permitted by law;

(f) the Secured Party may sell, lease or otherwise dispose of the Charged Properties by judicial sale, by foreclosure, by public auction, by private tender or by private sale either for cash or upon credit upon such terms and conditions as the Secured Party may determine and without notice to the Debtor unless required by law and may execute and deliver to the purchaser or purchasers of the Charged Properties or any part thereof a good and sufficient deed or conveyance or deeds or conveyances for the same, any authorized officer of the Secured Party being hereby constituted the irrevocable attorney of the Debtor for the purpose of making such sale and executing such deeds or conveyances, and any such sale made as aforesaid shall be a perpetual bar both in law and in equity against the Debtor and all other persons claiming all or any part of the Charged Properties by, from, through or under the Debtor;

(g) the Secured Party may accept the Charged Properties in satisfaction or partial satisfaction of the Charge upon notice to the Debtor of its intention to do so in the manner required by law;

(h) the Secured Party may borrow money on the security of the Charged Properties for the purpose of the carrying on of the business of the Debtor or for the maintenance, preservation, protection or realization of the Charged Properties in priority to the Charge;

(i) the Secured Party may perform any obligation, covenant or provision under the Loan Documents and the entire costs thereof are a charge on the Charged Properties and shall be added to the amounts due hereunder and shall be secured by the Charge; and

(j) the Secured Party may exercise any other right or remedy permitted by applicable law or equity, including, without limitation, all rights and remedies of a secured party under the *Personal Property Security Act* (Alberta), or any similar personal property legislation of any jurisdiction in which any of the Charged Properties is located, or which, by operation of law, governs or is deemed to govern the Charged Properties.

(2) The Debtor further agrees with the Secured Party that:

(a) the Secured Party shall not be liable or responsible for any failure to seize, collect, realize, sell or obtain payment of the Charged Properties and shall not be bound to institute proceedings or to take other steps for the purpose of seizing, collecting, realizing or obtaining possession or payment of the Charged Properties or for the purpose of preserving any rights of the Secured Party, the Debtor or any other person, firm or corporation in respect of the Charged Properties;

(b) the Secured Party may grant extensions of time, take, abstain from taking and perfecting and give up securities, accept compositions, grant releases and discharges, release any part of the Charged Properties and otherwise deal with the Debtor, debtors of the Debtor, sureties and others and with the Charged Properties and other securities as the Secured

Party may see fit without prejudice to the liability of the Debtor to the Secured Party or the Secured Party's rights hereunder;

(c) to facilitate the realization of the Charged Properties, the Secured Party may enter upon, occupy and use all or any of the premises, buildings and plant comprising the Charged Properties and use all or any of the equipment and other personal property of the Debtor for such time as the Secured Party requires to facilitate such realization, free of charge (as between the Debtor and the Secured Party), and the Secured Party shall not be liable to the Debtor for any neglect in so doing (other than gross negligence or wilful misconduct on the part thereof) or in respect of any rent, charges or depreciation in connection with such actions;

(d) the Secured Party may charge on his own behalf and pay to others all reasonable amounts for expenses incurred and for services rendered in connection with the exercise of the rights and remedies of the Secured Party hereunder, including, without limiting the generality of the foregoing, reasonable legal, Receiver and accounting fees and expenses, and in every such case the amounts so paid together with all costs, charges and expenses incurred in connection therewith shall be added to the amounts due hereunder and shall be secured by the Charge;

(e) the Secured Party may discharge any claim, lien, mortgage, charge, security interest, encumbrance or any rights of others that may exist or be threatened against the Charged Properties, and in every such case the amounts so paid together with costs, charges and expenses incurred in connection therewith shall be added to the amounts due hereunder and shall be secured by the Charge; and

(f) any proceeds of realization of the Charged Properties may be applied by the Secured Party to the payment of expenses in connection with the preservation and realization of the Charged Properties as above described and any balance of such proceeds shall be applied by the Secured Party, at the direction of the Secured Party, to payment of any amount owing by the Debtor to the Secured Party; if there is any surplus remaining, it may be paid to any person having a claim thereto in priority to the Debtor of whom the Secured Party has knowledge and may be applied or retained as reserves against potential claims that the Secured Party or the Receiver in good faith believes should be maintained and the balance remaining, if any, shall (subject to applicable law) be paid to the Debtor.

(3) Any Receiver shall be entitled to exercise all rights and powers of the Secured Party hereunder. To the extent permitted by applicable law, any Receiver shall for all purposes be deemed to be the agent of the Debtor and not of the Secured Party, and the Debtor shall be solely responsible for the Receiver's acts or defaults and remuneration.

(4) The Debtor hereby irrevocably appoints the Secured Party attorney on its behalf to sell or transfer the Charged Properties and to execute all instruments, and do all acts, matters and things that may be necessary for carrying out the powers hereby given and for the recovery of all rents and sums of money that may become or are now due or owing to the Debtor in respect of the Charged Properties and for the enforcement of all contracts, covenants or conditions binding on any lessee or occupier of the Charged Properties or on any person in respect of it and this appointment shall take effect if the Charge has become enforceable.

ARTICLE 5– REPRESENTATIONS AND WARRANTIES

Representations as to the Charged Properties

5.1 The Debtor represents and warrants to the Secured Party that it has good title to the Specifically Mortgaged Property described in Schedule A and has the right, full power and lawful authority to mortgage and charge and grant a security interest in the Charged Properties as provided in this debenture.

ARTICLE 6 – GENERAL

Expenses

6.1 The Debtor shall pay to the Secured Party forthwith on demand all reasonable costs, charges and expenses, including all reasonable legal fees, incurred by the Secured Party in connection with the recovery or enforcement of payment of any moneys owing hereunder whether by realization or otherwise. All such sums, together with interest thereon at the rate set forth in this debenture, shall be added to the amount payable hereunder and shall be secured by the Charge.

Pledge of Debenture

6.2 This debenture may be pledged or assigned by the Debtor as security for its indebtedness, liabilities and obligations. While this debenture is so pledged, no payment by the Debtor of the whole or any part of any indebtedness, liabilities or obligations secured by this debenture shall reduce the amount owing under this debenture unless specifically appropriated to and noted on this debenture by the Secured Party at the time of payment.

Not Negotiable

6.3 This debenture is not a negotiable instrument and the rights created hereunder which are exercisable by any holder hereof other than the Secured Party are no greater than the rights of the Secured Party, and any holder hereof is subject to the same obligations, duties, liabilities and defences as the Secured Party would have been subject to.

No Waiver, Remedies

6.4 No failure on the part of the Secured Party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude the other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

Notices

6.5 Any demand, notice or communication to be made or given hereunder shall be in writing and may be made or given by personal delivery or by facsimile transmission or other electronic means of communication addressed to the Debtor as follows:

272649 Alberta Ltd.

Address: 2400-10303 Jasper Avenue NW
Edmonton, Alberta T5J 3N6

Attn: Marjorie Carr
Emails: marj@jwcholdings.ca

or to such other address or electronic communication number as the Debtor may from time to time notify the Secured Party in writing. Any demand, notice or communication made or given by personal delivery or by facsimile transmission or other electronic means of communication shall be conclusively deemed to have been made or given on the day of actual delivery or transmittal thereof.

Additional Security

6.6 This debenture and the Charge shall be and shall be deemed to have been given in addition to and not in place of any other security now or hereafter held or acquired by the Secured Party.

Headings; References to Debenture

6.7 The division of this debenture into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this debenture. The terms "this debenture", "hereof", "hereunder" and similar expressions refer to this debenture and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, reference herein to Articles and Sections are to Articles and Sections of this debenture.

Number; Gender; Persons

6.8 In this debenture, words importing the singular number only shall include the plural and vice versa, words importing any gender shall include all genders and words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations.

Governing Law

6.9 This debenture shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

Attornment

6.10 The Debtor hereby attorns and submits to the non-exclusive jurisdiction of the courts of the Province of Alberta. For the purpose of all legal proceedings, this debenture shall be deemed to have been performed in the Province of Alberta and the courts of the Province of Alberta shall have jurisdiction to entertain any action arising under this debenture. Notwithstanding the foregoing, nothing herein shall be construed nor operate to limit the right of the Debtor or the Secured Party to commence any action relating hereto in any other jurisdiction, nor to limit the right of the courts of any other jurisdiction to take jurisdiction over any action or matter relating hereto.

Benefit of the Debenture

6.11 This debenture shall be binding upon the successors and permitted assigns of the Debtor (including, without limitation, any corporation resulting from an amalgamation with the Debtor) except that the Debtor may not assign its obligations under this debenture without the prior written consent of the Secured Party (which consent may be withheld in his sole discretion). This debenture shall benefit the successors and permitted assigns of the Secured Party.

Time of the Essence

6.12 Time shall be of the essence with regard to this debenture.

Discharge

6.13 Except as expressly agreed in writing by the Secured Party, the Debtor shall not be discharged from the Charge, this debenture or any of its obligations hereunder except by a release or discharge in writing signed by the Secured Party. Following the full and final indefeasible payment of the Secured Obligations of the Loan Parties and the Personal Guarantors to the Secured Party under, pursuant or relating to the Loan Agreement and the other Loan Documents, and upon written request by the Debtor, the Secured Party shall promptly deliver a release or discharge in writing to the Debtor to effect discharge of this debenture.

Waiver of Financing Statement, Etc.

6.14 The Debtor hereby waives the right to receive from the Secured Party a copy of any financing statement, financing change statement or other statement or document filed or registered at any time in respect of this debenture or any verification statement or other statement or document issued by any registry that confirms or evidences registration of or relates to this debenture.

No Merger

6.15 No item or part of this debenture shall be merged or be deemed to have been merged in or by any documents, instruments or acknowledgements delivered in connection with this debenture or the credit agreement referred to herein, or any simple contract debt or any judgment, and any realization of or steps taken under or pursuant to any security, instrument or agreement shall be independent of and not create a merger with any other right available to the Secured Party under any security, instruments or agreements held by it or at law or in equity. No obligation of the Debtor hereunder shall merge in any judgment relating to any such obligation.

Severability

6.16 If any provision of this debenture is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect. To the extent permitted by applicable law the Debtor hereby waives any provision of law that renders any provision hereof prohibited or unenforceable in any respect.

Further Assurances

6.17 The Debtor shall from time to time promptly upon the request of the Secured Party, take such action, and execute and deliver such further documents, mortgages, charges, assignments, pledges, amendments and other deeds and instruments as may be reasonably necessary or appropriate to fully give effect to the provisions and intent of this debenture this and to take all other steps necessary to maintain the validity, perfection and intended priority of this debenture, including the execution and delivery of supplemental debentures more particularly describing the Charged Properties or to correct or amplify the description of the Charged Properties or to better assure, convey and confirm unto the Secured Party any of the Charged Properties.

Registrations

6.18 The Debtor will assist the Secured Party as required to allow the Secured Party to ensure that this debenture and all such supplementary and corrective instruments and all additional mortgage and security documents described in Section 6.17 and all documents, caveats, cautions, memorials, security notices and financing statements in respect thereof, are properly filed and refiled, registered and re-registered and deposited and re-deposited, in such manner, in such offices and places, and at such times and as often as may be required by applicable law or as may be necessary or desirable to perfect and preserve the Charge as a first priority mortgage, charge and security interest (subject to Permitted Encumbrances) on the rights conferred or intended to be conferred upon the Secured Party by the Charge and will cause to be furnished promptly to the Secured Party evidence satisfactory to the Secured Party of such filing, registering and depositing.

Paramountcy

6.19 In the event of any conflict between the provisions hereunder and the provisions contained in the Debenture Pledge Agreement dated as of the date hereof between the Debtor and the Secured Party (as same may be amended, supplemented, restated, amended and restated or modified from time to time, the "**Debenture Pledge**"), the terms of the Debenture Pledge shall govern to the extent necessary to resolve such conflict.

Attachment of Security Interest

6.20 The Debtor acknowledges that the Charge hereby created attaches upon the execution of this debenture (or in the case of any future property, upon the date the Debtor has any rights therein), that value has been given by the Secured Party and that the Debtor has, or in the case of future property will have, rights in the Charged Properties or the power to transfer rights in the Charged Properties to the Secured Party.

Indemnity

6.21 The Debtor shall be liable for and does hereby indemnify and save the Secured Party and every Receiver from and against any and all liabilities, actions, claims, judgments, obligations, costs, charges or expenses, including legal fees and expenses, made against or incurred by the Secured Party or any Receiver as a result of taking this debenture or acting under it and the Secured Party and every Receiver shall have the right to defend against any such liabilities, actions, claims and charges and to claim from the Debtor all expenses incurred in connection therewith, together with all legal fees and expenses that may be paid in connection therewith, provided that the Debtor will not be obligated to indemnify the Secured Party or a Receiver to the extent that those claims, losses and expenses are determined by a court of competent jurisdiction by final and non-appealable judgment to have resulted from the gross negligence or willful misconduct of the Secured Party or such Receiver. It is understood and agreed that the covenants and conditions of this Section 6.21 shall remain in full force and effect notwithstanding the payment or release, either partially or wholly, of the Charge or any foreclosure thereof.

Amalgamation

6.22 The Debtor acknowledges and agrees that in the event it amalgamates with any other corporation or corporations it is the intention of the Debtor and the Secured Party that the term “Debtor” when used herein shall apply to each of the amalgamating corporations and to the amalgamated corporation such that the Charge shall secure the indebtedness of each of the amalgamating corporations and the amalgamated corporation to the Secured Party at the time of the amalgamation and any indebtedness of the amalgamated corporation to the Secured Party thereafter arising. The Charge shall attach to all of the Charged Properties owned by each corporation amalgamating with the Debtor, and by the amalgamated corporation, at the time of amalgamation and shall attach to any Charged Properties thereafter owned or acquired by the amalgamated corporation upon becoming owned or acquired.

Partial Discharge

6.23 No postponement or partial release or discharge of the Charge in respect of all or any part of the Charged Properties shall in any way operate or be construed so as to release and discharge the Charge except as therein specifically provided, or so as to release or discharge the Debtor from its liability to the Secured Party to fully pay and satisfy the Secured Obligations.

Waivers of Applicable Law

6.24 To the extent not prohibited by applicable law, the Debtor hereby waives its rights, if any, under all provisions of applicable law that would in any manner limit, restrict or otherwise affect the Secured Party's rights and remedies hereunder or impose any additional obligations on the Secured Party. The Debtor waives the right to receive any amount which it may now or hereafter be entitled to receive (whether by way of damages, fine, penalty or otherwise) by reason of the failure of the Secured Party to deliver to the Debtor a copy of any financing statement or any verification statement issued by any registry that confirms registration of a financing statement relating to this debenture.

6.25 The Debtor hereby authorizes the Secured Party to provide information to any person who requests information under the *Personal Property Security Act* (Alberta) (the “**PPSA**”) or similar legislation and the Secured Party will not be required to investigate whether or not the inquiring person is in fact a person entitled to request information pursuant to the PPSA or similar legislation.

6.26 To the full extent that it may lawfully do so, the Debtor hereby:

(a) waives and disclaims any benefit of and shall not have or assert any right under any statute or rule of law pertaining to the marshalling of assets or any other matter whatever to defeat, reduce or affect the rights of the Secured Party under the terms of this debenture to a sale of the Charged Properties or any part thereof or for the collection of all amounts secured hereby; and

(b) agrees that it shall not have or assert any right or equity of redemption or any right under any statute or otherwise to redeem the Charged Properties or any part thereof after the sale hereunder to any person whether such sale is by the Secured Party, any Receiver or otherwise, notwithstanding that the Secured Party may have purchased same.

Alberta Waivers

6.27 To the fullest extent that it may lawfully do so, the Debtor hereby:

(a) waives the rights, benefits and protection of section 49 of the *Law of Property Act* (Alberta), as amended, or any successor statute; and

(b) waives the provisions of the *Judgement Interest Act* (Alberta).

Definitions

6.28 Capitalized words used herein and not defined shall have the meanings given to them in the Loan Agreement dated as of December 12, 2022 and made effective as of October 15, 2022 (the "**Loan Agreement**") between J.W. Carr Holdings Ltd., as borrower and the Secured Party, as lender.

Statutory Charging Provision

6.29 For better securing to the Secured Party the repayment in the manner set out above of the principal sum and interest (and other amount hereby secured), the Debtor hereby mortgages to the Secured Party all of its estate and interest in the property described in Section 2.1 of this debenture.

[*Remainder of page intentionally left blank*]

IN WITNESS WHEREOF the Debtor has executed this Debenture Pledge Agreement as of the date first above written.

272649 ALBERTA LTD.

Per: M Carr

Name: Marjorie Carr

Title: President

Schedule A

Legal Description of the Lands Located in Alberta

1. DESCRIPTIVE PLAN 1124406
   BLOCK 2
   LOT 7
   EXCEPTING THEREOUT ALL MINES AND MINERALS
   AREA: 0.785 HECTARES (1.94 ACRES) MORE OR LESS

2. PLAN 8020127
   BLOCK 17
   LOT 1
   EXCEPTING THEREOUT ALL MINES AND MINERALS
   AREA: 1.05 HECTARES (2.59 ACRES) MORE OR LESS

3. PLAN 0625015
   BLOCK 3
   LOT 3
   EXCEPTING THEREOUT ALL MINES AND MINERALS
   AREA: 0.611 HECTARES (1.51 ACRES) MORE OR LESS

This is Exhibit R to the affidavit of

Michael G. Broadfoot affirmed on

THIS DEBENTURE PLEDGE AGREEMENT made as of December 12, 2022, with effect as of October 15, 2022;
(272649 Alberta Ltd.)

Description of Fixed and Floating Charge Demand Debenture

Principal Sum:	$60,000,000
Interest Rate:	20.0% per annum
Date:	December 12, 2022, with effect as of October 15, 2022

WHEREAS:

(A) Michael G. Broadfoot (the "**Secured Party**"), as lender, and J.W. Carr Holdings Ltd., as borrower, have entered into a loan agreement dated as of December 12, 2022 (as may be further amended, modified, supplemented or restated from time to time) (the "**Loan Agreement**");

(B) 272649 Alberta Ltd. (the "**Debtor**") has executed and delivered to the Secured Party a guarantee made as the date hereof (as the same may hereafter be amended, modified, supplemented and restated from time to time) (the "**Guarantee**") wherein, *inter alia*, the Debtor has guaranteed all present and future "Guaranteed Obligations" (as defined in the Guarantee);

(C) in order to secure the payment and performance of the Obligations (as defined below), the Debtor has created and issued to the Secured Party the fixed and floating charge demand debenture described above (as the same may hereafter be amended, modified, supplemented and restated from time to time, the "**Debenture**"); and

(D) the purpose of this Debenture Pledge Agreement is to set forth the terms and conditions upon which the Debenture is to be held by the Secured Party.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby conclusively acknowledged by the Debtor, the Debtor hereby agrees and covenants with the Secured Party as follows:

1. The Debtor hereby grants a security interest in and deposits with and pledges to the Secured Party ((the "**Pledge**") the Debenture to be held by the Secured Party as general and continuing collateral security for the payment and performance of all indebtedness, liabilities and obligations, whether present or future, direct or indirect, absolute or contingent, matured or unmatured, at any time or from time to time due or accruing due and owing by or otherwise payable by the Debtor to the Secured Party, however or wherever incurred, and whether incurred by the Debtor alone or with another or others and whether as principal, guarantor or surety (collectively, and together with the expenses, costs and charges set out in Section 2, the "**Obligations**") under, pursuant to or in connection with the Guarantee and each of the other Loan Documents to which it is a party (collectively, the "**Documents**").

2. All expenses, costs and charges incurred by or on behalf of the Secured Party in connection with this Debenture Pledge Agreement, the Debenture or the realization of the Debenture or the Charged Properties (as defined in the Debenture), including all legal fees, court costs, receiver's or Secured Party's remuneration and other expenses of or taking possession of, repairing, protecting, insuring, preparing for disposition, realizing, collecting, selling, transferring, delivering or obtaining payment of the Debenture or the Charged Properties or other exercise of the power conferred by the Guarantee and the other Loan Documents to which it is a party are payable on demand and are to be added to and form a part of the Obligations.

3. The Debtor acknowledges that (a) value has been given, (b) it has rights in the Debenture or the power to transfer rights in the Debenture to the Secured Party, and (c) it has not agreed to postpone the time of attachment of the Pledge.

4. The Secured Party may at any time exercise and enforce all of the rights and remedies of a holder of the Debenture as if the Secured Party was the absolute owner thereof without notice to or control by the Debtor, and any such remedy may be exercised separately or in combination with, and shall be in addition to and not in substitution for, any other right or remedy of the Secured Party however created, provided that the Secured Party shall not be bound to exercise any such right or remedy. A failure or delay on the part of the Secured Party in exercising a right or remedy under this Debenture Pledge Agreement does not operate as a waiver of, or impair, any rights or remedies of the Secured Party however arising.

5. The Debtor irrevocably appoints the Secured Party as attorney of the Debtor (with full power of substitution) to do, make and execute, in the name of and on behalf of the Debtor, all such further acts, documents, matters and things which the Secured Party may deem necessary or advisable to accomplish the purposes of this Debenture Pledge Agreement including the execution, endorsement and delivery of documents and any notices, receipts, assignments or verifications of the accounts. All acts of the attorney are hereby ratified and approved, and the attorney shall not be liable for any act, failure to act or any other matter or thing, except to the extent caused by its own gross negligence or wilful misconduct. This power of attorney is irrevocable, is coupled with an interest, has been given for valuable consideration (the receipt and adequacy of which is acknowledged) and survives, and does not terminate upon, the bankruptcy, dissolution, winding up or insolvency of the Debtor. This power of attorney extends to and is binding upon the Debtor's successors and permitted assigns. The Debtor authorizes the Secured Party to (a) delegate in writing to another person any power and authority of the Debtor under this power of attorney as may be necessary or desirable in the opinion of the Secured Party, and (b) revoke or suspend such delegation.

6. Subject to the requirements of the laws of the Province of Alberta and the federal laws of Canada applicable therein (the "**Applicable Law**"), the Secured Party shall not be bound under any circumstances to realize upon or under the Debenture and shall not be responsible to the Debtor for any loss occasioned by any sale or other dealing with the Debenture or the Charged Premises (as defined in the Debenture) or by the retention of or failure to sell or otherwise deal with the same.

7. The proceeds of or any other amount received pursuant to the Debenture shall be applied by the Secured Party on account of the Obligations in such order as the Secured Party sees fit without prejudice to the Secured Party's claim upon the Debtor for any deficiency. Subject to the requirements of Applicable Law and the Documents, any surplus realized by the Secured Party in excess of the Obligations shall be paid over to the Debtor.

8. The Secured Party shall not be obliged to exhaust its recourse against the Debtor, any other person or persons, or any other security it may hold with respect to the Obligations before realizing upon, under, or otherwise dealing with the Debenture in such manner as the Secured Party sees fit. the Secured Party may grant extensions of time or other indulgences, take and give up securities, accept compositions, grant releases and discharges and otherwise deal with the Debtor and with other parties, sureties or securities as the Secured Party may see fit, without prejudice to the liability of the Debtor or the Secured Party's rights in respect of the Debenture.

9. No consent or waiver by the Secured Party in connection with this Debenture Pledge Agreement is binding unless made in writing and signed by the Secured Party. Any consent or waiver given under this Debenture Pledge Agreement is effective only in the specific instance and for the specific purpose for which it was given. No waiver of any of the provisions of this Debenture Pledge Agreement constitutes a waiver of any other provision.

10. Notwithstanding the stated interest rate per annum in the Debenture, payment to the Secured Party of the relevant interest due and payable under the Documents (other than the Debenture) for any period in respect of the Obligations at the current rate at which the Obligations bear interest for such period pursuant to the Documents (other than the Debenture) shall be deemed to be payment in satisfaction of the interest payment for the same period under the Debenture.

11. The Debenture shall not operate by way of merger of any of the Obligations and no judgment recovered by the Secured Party shall operate by way of merger of or in any way affect the security of the Debenture which is in addition to and not in substitution for any other security now or hereafter held by the Secured Party with respect to the Obligations.

12. Notwithstanding the form and terms of the Debenture and the provisions of this Debenture Pledge Agreement, the Secured Party shall not claim or realize an amount under or in respect of the Debenture in excess of the aggregate Obligations (which shall exclude the stated nominal principal sum of the Debenture and interest payable thereon at the stated nominal rate under the Debenture), due and payable from time to time, of the Debtor to the Secured Party.

13. The Debtor shall from time to time, do all such acts and things and execute and deliver all such transfers, assignments and instruments as the Secured Party may require for (a) protecting the Debenture, (b) perfecting the Pledge, (c) exercising all powers, authorities and discretions conferred upon the Lender, and (d) otherwise enabling the Lender to obtain the full benefits of this debenture pledge agreement and the rights and powers herein granted. The Debtor shall, from time to time after the Pledge has become enforceable, do all such acts and things and execute and deliver all such transfers, assignments and instruments as the Lender may require for facilitating the sale or other disposition of the Debenture in connection with its realization.

14. The Debtor acknowledges receiving a copy of this Debenture Pledge Agreement and to the fullest extent permitted by law, waives all rights to receive from the Secured Party a copy of any financing statement, financing change statement or verification statement filed or issued, as the case may be, at any time in respect of this Debenture Pledge Agreement or any amendments to it.

15. If there is any conflict or inconsistency between the provisions of this Debenture Pledge Agreement and the Debenture, the rights and obligations of the Debtor and the Secured Party shall be governed by the provisions of this Debenture Pledge Agreement. If there is any conflict or inconsistency between the provisions of this Debenture Pledge Agreement, the Documents (other than the Debenture) and/or the provisions of the Loan Agreement, the rights and obligations of the Debtor and the Secured Party shall be governed by the provisions of the applicable Loan Document or the Loan Agreement.

16. Upon payment and satisfaction in full of the Obligations (which shall exclude the stated nominal principal sum of the Debenture and interest payable thereon at the stated nominal rate under the Debenture) or at such other time as may be provided for in the Loan Agreement, the Secured Party shall, at the request of the Debtor, deliver the Debenture to the Debtor and shall, at the request and expense of the Debtor, execute and deliver to the Debtor releases, discharges and such other instruments as shall be required to effectively discharge the Charge (as defined in the Debenture).

17. Time shall be of the essence with regard to this Debenture Pledge Agreement.

18. Capitalized words and phrases used herein and the recitals hereto without express definition herein shall, unless something in the subject matter or context is inconsistent therewith, have the same defined meanings as are ascribed to such words and phrases in the Loan Agreement. For certainty, if the Loan Agreement ceases to be in force for any reason whatsoever, then for all purposes hereof the aforementioned capitalized words and phrases shall continue to have the same defined meanings set forth in the Loan Agreement as if such agreement remained in force in the form immediately prior to its ceasing to be in force.

19. This Debenture Pledge Agreement shall enure to the benefit of and be binding upon the Debtor, the Secured Party and their respective successors and permitted assigns.

20. The parties hereto each hereby attorn and submit to the non-exclusive jurisdiction of the courts of the Province of Alberta. For the purpose of all legal proceedings, this Debenture Pledge Agreement shall be deemed to have been performed in the Province of Alberta and the courts of the Province of Alberta shall have jurisdiction to entertain any action arising under this Debenture Pledge Agreement. Notwithstanding the foregoing, nothing herein shall be construed nor operate to limit the right of either party hereto to commence any action relating hereto in any other jurisdiction, nor to limit the right of the courts of any other jurisdiction to take jurisdiction over any action or matter relating hereto.

21. This Debenture Pledge Agreement shall be governed by and construed in accordance with the laws in force in the Province of Alberta and the federal laws of Canada applicable therein.

22. The Debtor hereby waives the right to receive from the Secured Party a copy of any financing statement, financing change statement or other statement or document filed or registered at any time in respect of this Debenture Pledge Agreement or any verification statement or other statement or document issued by any registry that confirms or evidences registration of or relates to this Debenture Pledge Agreement.

23. The Debtor may not assign its obligations under this Debenture Pledge Agreement without the prior written consent of the Secured Party (which consent may be withheld in its sole discretion).

24. The rights of the Secured Party under this Debenture Pledge Agreement may only be assigned in accordance with the requirements of the Loan Agreement.

25. If any provision of this Debenture Pledge Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect. To the extent permitted by Applicable Law, the parties hereby waive any provision of law that renders any provision hereof prohibited or unenforceable in any respect.

26. This Debenture Pledge Agreement may be executed in any number of separate counterparts and all such signed counterparts will together constitute one and the same instrument. The words “execution,” “execute”, “executed”, “signed,” “signature,” and words of like import in this Debenture Pledge Agreement shall be deemed to include electronic signatures, including by DocuSign, facsimile transmission or by electronic delivery in portable document format (.pdf), the electronic matching of assignment terms and contract formations on electronic platforms approved by the Secured Party, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any Applicable Law. The Secured Party may, in its discretion, require that any such documents and signatures executed electronically or delivered by facsimile or other electronic transmission be confirmed by a manually-signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature executed electronically or delivered by facsimile or other electronic transmission.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF the Debtor has executed this debenture as of the date first written above.

272649 ALBERTA LTD.

Per: M Carr
Name: Marjorie Carr
Title: President

ACCEPTED AS OF THE DATE FIRST ABOVE WRITTEN BY:

MICHAEL G. BROADFOOT

Per: ______________________

This is Exhibit S to the affidavit of

Michael G. Broadfoot affirmed on

GUARANTEE

THIS GUARANTEE is made as of December 12, 2022, with effect as of October 15, 2022, jointly and severally, by the Persons listed on the signature pages hereof (collectively referred to herein as, the "**Guarantors**"), in favour of Michael G. Broadfoot (the "**Secured Party**").

Recitals

1. The Secured Party has agreed to provide the Loan to J.W. Carr Holdings Ltd. (the "**Borrower**") upon the terms and conditions contained in the Loan Agreement.

2. The Guarantors will each derive significant benefit from (i) the advance of the Loan by the Secured Party to the Borrower under the Loan Agreement.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Guarantors jointly and severally agree with the Secured Party as follows:

ARTICLE I -- DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

"**Loan Agreement**" means the loan agreement dated as of December 12, 2022, between the Borrower, as borrower, and the Secured Party, as lender, as amended, modified, supplemented or restated from time to time.

"**Event of Default**" means a Credit Event, a Potential Credit Event, an event of default (howsoever described) under the Loan Agreement, or any notice of demand for repayment, notice of acceleration or notice of enforcement given by the Secured Party to the Borrower under or in connection with the Loan Agreement.

"**Guaranteed Obligations**" means, collectively, all amounts, obligations, liabilities, owing by any Loan Party or any Personal Guarantor to the Lender, whether direct or indirect (regardless of whether acquired by assignment), absolute or contingent, due or to become due, whether liquidated or not, now existing or hereafter arising and however acquired, and whether or not evidenced by any instrument or for the payment of money, and arising under, in connection with, or otherwise related to this Agreement or any other Loan Document and including, without duplication, (a) all Outstandings owed by any Loan Party or any Personal Guarantor, and (b) all other fees, expenses (including fees, charges, and disbursement of counsel on a full indemnity basis), interest, commissions, charges, costs, disbursements, indemnities, and reimbursement of amounts paid and other sums chargeable to any Loan Party or any Personal Guarantor under any Loan Document.

Capitalized words and phrases used in this Guarantee and the recitals hereto without express definition herein shall, unless something in the subject matter or context is inconsistent therewith, have the same defined meanings as are ascribed to such words and phrases in the Loan Agreement. For certainty, if the Loan Agreement ceases to be in force for any reason whatsoever, then for all purposes hereof the aforementioned capitalized words and phrases shall continue to have the same defined meanings set forth in the Loan Agreement as if such agreement remained in force in the form immediately prior to its ceasing to be in force.

1.2 Interpretation

(a) The division of this Guarantee into Articles and Sections, and the insertion of headings is for convenience of reference only and shall not affect the construction or interpretation of this Guarantee.

(b) The terms “this Guarantee”, “hereof”, “hereunder” and similar expressions refer to this Guarantee and not to any particular Article, Section or other portion hereof, and include any amendments hereto. Unless otherwise stated, references herein to Articles and Sections are to Articles and Sections of this Guarantee.

(c) Words importing the singular number only shall include the plural and vice versa, words importing the masculine gender shall include the feminine and neuter genders and vice versa, and words and terms denoting inclusiveness (such as “include” or “includes” or “including”), whether or not so stated, are not limited by their context or by the words or phrases which precede or succeed them.

ARTICLE II -- NO COLLATERAL AGREEMENTS

2.1 Acknowledgement

Each of the Guarantors confirms that its obligations under this Guarantee are not subject to any promise or condition affecting or limiting its liability, and no statement, representation, collateral agreement or promise on the part of the Secured Party, or any Related Party thereof, forms any part of this Guarantee or has induced the making thereof or shall be deemed in any way to affect the Guarantors’ liability hereunder, unless expressly set out herein. It is the parties’ intent that all conditions and limitations relating to this Guarantee be expressly set out herein, failing which each Guarantor expressly waives reliance thereon as a defence to or limitation of its obligations hereunder.

ARTICLE III -- GUARANTEE

3.1 Guarantee and Indemnity

(a) Each Guarantor hereby, jointly and severally, absolutely, unconditionally and irrevocably guarantees to the Secured Party the due and punctual payment, discharge and full performance of all Guaranteed Obligations. Each Guarantor covenants that the Guaranteed Obligations will be fully and punctually paid and performed by such Guarantor strictly in accordance with the terms of the applicable Loan Documents, whether the same become due on maturity, by mandatory prepayment, by demand, acceleration or otherwise.

(b) Each Guarantor shall indemnify and save harmless the Secured from and against any and all losses, costs and expenses which it may suffer by any of the Guaranteed Obligations or any Loan Document being or becoming for any reason whatsoever in whole or in part:

(i) void, voidable, ultra vires, illegal, invalid, ineffective or otherwise unenforceable by the Secured Party in accordance with its terms, or

(ii) released, compromised or discharged by operation of Applicable Law or otherwise,

(all of the foregoing collectively, an “**Indemnifiable Circumstance**”). For greater certainty, these losses, costs and expenses shall include the amount of all Guaranteed Obligations which would have been payable by the Secured Party but for the existence of an Indemnifiable Circumstance but shall exclude all losses, costs and expenses arising from loss of profits, consequential, punitive or indirect damages howsoever arising.

3.2 Continuing Guarantee

This Guarantee shall be a continuing guarantee, shall cover and secure any ultimate balance owing to the Secured Party and shall be operative and binding notwithstanding that at any time or times the Guaranteed Obligations may equal zero or that any payments from time to time may be made to the Secured Party or any settlements of account effected or any other thing whatsoever done, suffered or permitted, or any other action short of actual and final payment to the Secured Party of all Guaranteed Obligations.

3.3 Other Indemnitors and Guarantors

This Guarantee shall be operative and binding regardless of whether or not any proposed indemnitor or guarantor or any other Persons have executed or shall execute any indemnity or guarantee of the Guaranteed Obligations or is or are or shall become in any other way responsible to the Secured Party for or in respect of the Guaranteed Obligations or any part thereof, and regardless of whether or not any other Persons now or hereafter liable to the Secured Party for the Guaranteed Obligations or any part thereof (whether under this Guarantee or otherwise) shall cease to be so liable.

3.4 Identity of Borrowers and other Loan Parties

This Guarantee is to extend to the Guarantors notwithstanding any change or changes in the name, business, powers, objects, membership, partners, shareholders or other equity owners, directorate, organization or management of the Borrower or other Loan Party, and notwithstanding any reorganization of the Borrower or other Loan Party or the merger or amalgamation of the Borrower or other Loan Party with another or others, or the sale or disposal of the Borrower's or other Loan Party's business in whole or in part to another or others, or the surrender, forfeiture or termination of its articles or charter, or the receivership, dissolution, insolvency, winding-up, arrangement, reorganization, bankruptcy or liquidation of or in respect of the Borrower or other Loan Party, and no such event shall lessen, release or discharge the obligations of the Guarantors under this Guarantee.

3.5 Acknowledgement of Continued Liability

Each Guarantor shall from time to time forthwith on the reasonable request of the Secured Party deliver to the Secured Party suitable acknowledgements of its continued liability hereunder in such form as counsel for the Secured Party may advise, and in the event of the failure of a Guarantor to do so, it hereby irrevocably appoints each of the Secured Party and the attorney and agent of such Guarantor to make, execute and deliver such written acknowledgements or other instruments as may from time to time become necessary or advisable to fully maintain and keep in force the liability of such Guarantor hereunder.

3.6 Guarantor to Pay; Interest

(a) Upon the occurrence and during the continuance of an Event of Default, the Guarantors shall, on demand by the Secured Party, forthwith pay to the Secured Party the amount in default (including any Outstandings), and perform any obligations in respect of which the Borrower, any other Loan Party or any Personal Guarantor is then in default.

(b) If the Secured Party makes demand upon the Guarantors as provided in this Section 3.7, the Guarantors shall thereupon be liable, jointly and severally, to the Secured Party for the amount demanded directly, as principal, and not just as surety, and will not plead or assert to the contrary in any proceeding taken by the Secured Party in enforcing this Guarantee.

(c) The Guarantors shall pay interest on those of the Guaranteed Obligations that are payment obligations for which demand shall have been made, computed from and after the date of demand until payment in full, at the rate or rates provided in the applicable Loan Document, in respect of the obligation so demanded, calculated and compounded in the same manner, but without duplication of interest, which is payable by the Guarantors where such interest forms part of the Guaranteed Obligations.

3.7 Statement of Obligations

The statement in writing of the Secured Party from time to time of the indebtedness, obligations or liability of the Borrower, any other hy or any Personal Guarantor to them shall be prima facie evidence of the amount of the indebtedness, obligations or liability (in the absence of manifest error). All right to question in any way the present or future method of the Secured Party of dealing with the Borrower, any other Loan Party, any Personal Guarantor or with any Persons now or hereafter liable to the Secured Party for the Guaranteed Obligations or any part thereof, is hereby waived. The Guarantors renounce all benefits of discussion and division.

3.8 Not Bound to Exhaust Recourse

The Secured Party shall not be bound to exhaust their recourse against the Borrower, any other Loan Party or any Personal Guarantor or to pursue any rights or remedies they may have against the Borrower or any other Loan Party, any Personal Guarantor, any other indemnitor or guarantor or any other Person, or to make any demand on or present any note to the Borrower, any other Loan Party, any Personal Guarantor, or any Person other than a Guarantor, or file any proof of claim in any insolvency, administration, arrangement, winding-up, liquidation or bankruptcy before demanding or being entitled to demand payment from a Guarantor hereunder.

3.9 Corporate Authority

The Secured Party shall not be concerned to see or enquire into the powers of the Borrower or other Loan Party, or any of the directors, officers, partners (or directors or officers thereof) or agents of the Borrower or other Loan Party acting or purporting to act on its behalf, and all moneys, advances, renewals and credits in fact borrowed or obtained in the professed exercise of such powers shall be deemed to form part of the Guaranteed Obligations even if irregularly, fraudulently, defectively or informally effected or in excess of the powers of the Borrower or other Loan Party, or any of the directors, officers, partners (or directors or officers thereof) or agents of the Borrower or other Loan Party, and notwithstanding any incapacity or disability of any thereof, and further notwithstanding any actual or constructive notice of the powers of the Borrower or other Loan Party, or any of the directors, officers, partners (or directors or officers thereof) or agents of the Borrower or other Loan Party.

3.10 Reinstatement

Where any discharge (whether in respect of the obligations of the Borrower, any other Loan Party or any Personal Guarantor any security for such obligations or otherwise) is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition which is avoided or must be repaid on insolvency, bankruptcy, administration, arrangement, liquidation or otherwise, the liability of the Guarantors under this Guarantee shall continue as if there had been no such discharge or arrangement. The Secured Party shall be entitled to concede or compromise any claim that any such payment, security or other disposition is liable to avoidance or repayment.

3.11 Postponement of Claims

Upon the occurrence and during the continuance of an Event of Default, all indebtedness and liabilities, present and future, of each other Loan Party, and each Personal Guarantor, to a Guarantor, together with any security therefor, is hereby postponed and subordinated to all present and future indebtedness and liabilities of each other Loan Party, and each Personal Guarantor, to the Secured Party and all monies received by a Guarantor from each other Loan Party, and each Personal Guarantor, or for the account of such other Loan Party, or other Personal Guarantor, shall be received and held by such Guarantor in trust for the Secured Party and holders of other senior unsecured indebtedness for borrowed money permitted under the Loan Agreement, in whose favour a loan agreement, note, note agreement or guarantee has been executed by such Guarantor, and forthwith upon receipt paid over to the Secured

Party and the holders of such senior unsecured indebtedness on a *pari passu* basis until each other Loan Party's, or each Personal Guarantor, indebtedness and liabilities to the Secured Party is finally paid and satisfied in full, all without prejudice to and without in any way limiting or lessening the liability of the Guarantors to the Secured Party under this Guarantee.

3.12 Subrogation; No Competition with Secured Parties

No Guarantor shall exercise any rights which it may have acquired by way of subrogation, indemnity or contribution under this Guarantee (by virtue of any payment being made by it hereunder, any liability to make payment hereunder, or otherwise), or exercise any right of contribution against any other indemnitor or guarantor, or claim or exercise any right of set-off against the Borrower, any other Loan Party, any Personal Guarantor or any other indemnitor or guarantor, unless and until all Guaranteed Obligations have been finally paid and performed in full. Each Guarantor agrees that upon the occurrence of an Event of Default, any and all debts, liabilities and other obligations owed to such Guarantor by the Borrower, any other Loan Party or any Personal Guarantor are hereby subordinated to the prior payment in full in cash of the obligations of the Borrower, other Loan Parties and Personal Guarantor hereunder and under the other Loan Documents. If any amount shall be paid (including through any exercise of set-off rights) to such Guarantor arising out of or based upon such right of subrogation, indemnity, contribution or set-off at a time when the Guaranteed Obligations have not been paid and performed in full, such amount (in the case of a set-off, an amount equal to such set-off in fact exercised by it) shall be deemed to have been paid to such Guarantor for the benefit of, and held by such Guarantor in trust for, the Secured Party and all other lenders whose obligations rank *pari passu* with the Guaranteed Obligations, and shall forthwith be paid to the Secured Party and such other lenders (*pro rata* to each in proportion to the aggregate of such obligations owing to such lenders) to be credited and applied to the Guaranteed Obligations, whether matured or unmatured.

3.13 Filing of Claims in Insolvency

Notwithstanding Section 3.13, on request by the Secured Party, the Guarantors shall file, enforce and collect all claims against the Borrower, any other Loan Party or any Personal Guarantor in any receivership, bankruptcy, arrangement or other proceedings in which the filing of claims is contemplated by Applicable Law in respect of any indebtedness of the Borrower, any other Loan Party or any Personal Guarantor to such Guarantor, and will hold in trust and assign to the Secured Party and all other lenders whose obligations rank *pari passu* with the Guaranteed Obligations, all of such Guarantor's rights thereunder. If the applicable Guarantor fails to file, enforce or collect any such claim, the Secured Party as attorney in fact of such Guarantor, is hereby authorized to do so in the name of such Guarantor or, in its discretion, to assign the claim to the Secured Party or its nominee and cause a proof of claim to be filed in the Secured Party's name or the name of its nominee for the benefit of the Secured Party and all other lenders whose obligations rank *pari passu* with the Guaranteed Obligations. In all such cases, whether in receivership, bankruptcy, arrangement proceedings or otherwise, the Person or Persons authorized to pay such claim shall be fully authorized and entitled to pay to the Secured Party or its nominee and all other lenders whose obligations rank *pari passu* with the Guaranteed Obligations the full amount payable on the claim in the proceeding before making any payment to the applicable Guarantor, and to the extent necessary to give effect hereto, each Guarantor hereby assigns to the Secured Party and to all other lenders whose obligations rank *pari passu* with the Guaranteed Obligations, all of its rights to any payments or distributions to which such Guarantor otherwise would be entitled in such proceeding.

3.14 Appropriation

Upon the occurrence of an Event of Default, the Secured Party shall be at liberty (without in any way prejudicing or affecting their rights hereunder) to appropriate any payment made or monies received to any portion of the Guaranteed Obligations whether then due or to become due, and from time to time to revoke or alter any such appropriation, all as the Secured Party sees fit.

3.15 Preservation of Rights

Until all Guaranteed Obligations have been finally and irrevocably paid and performed and discharged in full (whether by the Borrower, the other Loan Parties, the Guarantors, the Personal Guarantor or otherwise), after a claim has been made pursuant to this Guarantee which has not been paid in full, the Secured Party may:

(a) refrain from applying or enforcing any other security, monies or rights held or received by the Secured Party, as the case may be, in respect of (or capable of being applied in respect of) such amounts or apply and enforce the same in such manner and order as the Secured Party sees fit (whether against such amounts or otherwise) and the Guarantors shall not be entitled to the benefit of the same; and

(b) hold in a suspense account (with the obligation to pay interest on the monies held therein at a reasonable rate available to it for deposits made by it in the same currency on like terms and in like amounts) any monies received from the Guarantors or on account of the Guarantors' liability under this Guarantee.

3.16 Right of Set-Off

Upon the occurrence and during the continuance of an Event of Default, and in addition to any rights now or hereafter granted under Applicable Law and not by way of limitation of any such rights, the Secured Party is authorized at any time and from time to time thereafter, without notice to the Guarantors or to any other Person (any such notice being expressly waived by the Guarantors), to set off and to appropriate and to apply any and all deposits (general or special, time or demand, provisional or final) and any other obligations at any time held by or owing by the Secured Party, to or for the credit of or the account of the Guarantors, against and on account of the Guaranteed Obligations including all claims of the Secured Party of any nature or description arising out of or connected with this Guarantee or any other Loan Document, irrespective of whether the Secured Party has made any demand under this Guarantee or any other Loan Document, and whether such Guaranteed Obligations are contingent or unmatured.

ARTICLE IV -- OBLIGATIONS NOT RELEASED

4.1 Obligations Absolute

The obligations of the Guarantors hereunder shall be absolute and unconditional, and shall not be released, diminished, discharged or in any way lessened, abated, impaired or reduced by, and each Guarantor hereby irrevocably waives any defences of enforcement it may have (now or in the future) by reason of:

(a) the Secured Party agreeing to any renewal, extension, increased commitment, change, variation, alteration, restatement, waiver, modification, release or discharge in or in respect of any of the Guaranteed Obligations or any Loan Document, or anything done, suffered or permitted by the Secured Party in relation to the Guaranteed Obligations (other than following the actual repayment in full thereof) or any Loan Document, including any amendment or change in the manner, time, place or calculation of payment of the Guaranteed Obligations (including increases or decreases in principal, interest rates, fees or other obligations);

(b) time or any indulgence being given to the Borrower, any other Loan Party, any Personal Guarantor or any other Person by the Secured Party:

(c) the merging of any Loan Document or the Guaranteed Obligations or other obligations of the Borrower, any other Loan Party, or any Personal Guarantor in, or any alteration thereof by virtue of, any subsequent agreement or amending agreement;

(d) any change in the existence, structure, constitution, name, control or ownership of any Loan Party or any other Person;

(e) any change in the shareholdings, unitholdings or membership of any Loan Party;

(f) the Secured Party agreeing to any compromise, settlement, proposal, arrangement or plan of reorganization affecting the Borrower, any other Loan Party, any other Personal Guarantor or any other indemnitor or guarantor;

(g) the Secured Party agreeing to the release of any other indemnitor or guarantor or any other Person liable directly or as surety or otherwise for the Guaranteed Obligations or any part thereof, or the addition of any indemnitor, guarantor, endorser or surety;

(h) the Secured Party failing or omitting to, or refraining from, taking any action to enforce any Loan Document, or any rights or remedies thereunder, or proving the claim or part of the claim of the Secured Party in any liquidation, bankruptcy, winding-up, compromise, arrangement or other proceeding relating to the Borrower, any other Loan Party, any Personal Guarantor or any other Person;

(i) the lack of validity, enforceability, provability or collectability (in whole or in part) for any reason of, or any informality, defect or irregularity in or omission from, the Guaranteed Obligations or any Loan Document, or any impossibility, impracticability, frustration, illegality, fraud, forgery, force majeure, act of government or change in Applicable Law, or the loans or advances constituting the Guaranteed Obligations having been made in excess of the power of the Secured Party or in contravention of any of their governing statutes or constating documents;

(j) any common law or statutory bar on enforcement of the whole or any part of the Guaranteed Obligations or any Loan Document;

(k) the benefit of any law which provides that the obligation of a guarantor must be neither larger in amount nor in other respects more burdensome than that of the principal obligation or which reduces a guarantor’s obligation in proportion to the principal obligations;

(l) any marshalling of assets and liabilities;

(m) any default, failure or delay, wilful or otherwise, in the performance of the Guaranteed Obligations;

(n) any failure of the Secured Party to disclose to any Loan Party or any Personal Guarantor any information relating to the business, condition (financial or otherwise), operations, performance, properties or prospects of any other Loan Party or any other Personal Guarantor hereafter known to the Secured Party; each Guarantor waiving any duty of the Secured Party to disclose such information;

(o) any notice by any Guarantor purporting in any way to limit its liability hereunder in respect of any Guaranteed Obligations, whether arising prior or subsequent to such notice;

(p) any failure or lack of diligence on the part of the Secured Party to examine, inspect, investigate, monitor or take any other steps in connection with the Borrower’s, any other Loan Party’s or any Personal Guarantor’s obligations under any Loan Document, including in respect of environmental matters;

(q) any limitation on the amount indemnified or guaranteed by any other indemnitor or guarantor of the Guaranteed Obligations;

(r) any manner of sale, disposition or application of proceeds of any Collateral or any other collateral or other assets to all or part of the Guaranteed Obligations; or

(s) any other event, circumstance, occurrence or contingency (including any statute of limitations) which might otherwise constitute a legal or equitable defence available to, or discharge of, any Guarantor, the Borrower, any other Loan Party, any Personal Guarantor or any other indemnitor or guarantor of or in respect of the Guaranteed Obligations (other than the final repayment or satisfaction in full thereof);

in each case regardless of how substantial, fundamental or material such event or circumstance mentioned above may be, or however prejudicial it may be to any Guarantor, and without any requirement for notice to any Guarantor of any of such event or circumstance.

4.2 Security from a Borrower, other Loan Party or any Personal Guarantor

(a) Without limiting the generality of Section 4.1 but subject to the terms of the Loan Agreement, the Secured Party shall be at liberty (without in any way prejudicing or affecting their rights hereunder) from time to time to hold and receive such security for the Guaranteed Obligations or any part thereof as it may deem proper, and may give up, vary, exchange, release, surrender, discharge, waive, postpone, subordinate, abandon or otherwise deal with or fail to deal with such security or any part thereof or property covered thereby or allow the Borrower, any other Loan Party, any other Personal Guarantor or others to deal with the property covered thereby, all as the Secured Party may consider expedient or appropriate.

(b) The Secured Party may, without exonerating in whole or in part any Guarantor, abstain from taking, perfecting or registering, or from continuing any such perfection or registration of, or from taking advantage of, any security or the provisions of any Applicable Law relating thereto.

(c) The Secured Party may realize or refrain from realizing upon any security when, and in such manner, as the Secured Party deems expedient, and each Guarantor waives any right it may have to receive notice of any actions or proceedings taken in respect thereof.

(d) None of (i) the failure to take or any loss of or in respect of any security or the property covered thereby, whether occasioned by the fault, omission, carelessness, negligence or recklessness of the Secured Party or otherwise (including improvident or improper handling, collection or realization thereof or thereunder), (ii) the failure by the Secured Party, in whole or in part, to put or keep themselves in a position to deliver any security to the Guarantors on payment of the Guaranteed Obligations, or (iii) any release, modification or waiver of, or failure, omission, delay, neglect, refusal or lack of diligence to enforce, any right, benefit, privilege or interest under any contract or agreement under which the rights of the Borrower, any other Loan Party or any Personal Guarantor have been collaterally or absolutely assigned or in which a security interest has been granted, shall in any way limit, lessen or release or otherwise abate the liability of the Guarantors hereunder.

4.3 Dealing with the Borrowers, other Loan Parties or Personal Guarantor

It is the intent of the Guarantors and the Secured Party that the Secured Party may discontinue, reduce, increase or otherwise vary the credit of the Borrower and otherwise deal, in the broadest sense of that word, with the Borrower, any other Loan Party, any Personal Guarantor and others, including any other indemnitor or guarantor, as the Secured Party may see fit, all without prejudice to or in any way limiting or lessening the liability of the Guarantors hereunder and without necessity for obtaining the consent of or giving notice to the Guarantors.

4.4 Notices not Required

The Secured Party, nor any other Person, shall have any duty or obligation to notify, or timely notify, any Guarantor of (a) any default, event of default, demand or similar event (however denominated) under any Loan Document, or any renewal, extension, supplement, modification, rearrangement, amendment, restatement, replacement, cancellation, rescission, revocation or reinstatement (whether or not material) in respect thereof, (b) any taking, release or exchange of any security, (c) any action taken or not taken by the Secured Party or any other Person against the Borrower, any other Loan Party, any Personal Guarantor or any other Person, (d) any new agreement between the Secured Party, the Borrower, any other Loan Party, any Personal Guarantor or any other Person, or (e) any other event or circumstance whatsoever.

ARTICLE V -- REPRESENTATIONS

5.1 Representations

Each Guarantor represents and warrants to the Secured Party that: (a) it has determined that its liability and obligation under this Guarantee may reasonably be expected to substantially benefit such Guarantor directly; (b) the Borrower, each other Loan Party, each Personal Guarantor and the Guarantors are mutually dependent on each other in the conduct of their respective businesses and are and do business together as an integrated business enterprise; (c) each holder of shares or other equity interests of such Guarantor has provided the written consent to the provision by such Guarantor of this Guarantee; (d) the maintenance and improvement of the Borrower’s financial condition is vital to sustaining the business of such Guarantor and the transactions supported and secured by this Guarantee produce distinct and identifiable financial and economic direct benefits to such Guarantor; (e) such Guarantor has had full and complete access to the underlying papers relating to the Guaranteed Obligations and all other papers executed by any other Person in connection with the Guaranteed Obligations; (f) such Guarantor is fully informed of all circumstances which bear upon the risks of executing this Guarantee which a diligent inquiry would reveal; and (g) such Guarantor has adequate means to obtain from the Borrower, each other Loan Party and each Personal Guarantor on a continuing basis, information concerning the Borrower’s, each Loan Party’s and each Personal Guarantor’s financial condition, and is not depending on the Secured Party to provide such information, now or in the future. Each Guarantor agrees that the Secured Party shall not have any obligation to advise or notify the Guarantors nor to provide the Guarantors with any data or information.

ARTICLE VI -- WITHHOLDING TAXES

6.1 Payment Net of Withholding Taxes

The Guarantors shall make all payments required hereunder, whether by way of principal, interest or otherwise, without withholding any Indemnified Taxes or Other Taxes. If a Guarantor is required by Applicable Law to deduct any withholding Taxes from or in respect of any amounts payable under this Guarantee (a) with the exception of Excluded Taxes, the amounts payable by such Guarantor hereunder will be increased by the amount necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section 6.1) the Secured Party will receive an amount equal to the sum it would have received had no such deductions been made, (b) such Guarantor will make such deductions, and (c) such Guarantor will pay the full amount deducted to the relevant taxing authority or other Governmental Authority in accordance with Applicable Law.

ARTICLE VII -- EXPENSES AND INDEMNITY

7.1 Expenses

The Guarantors shall, jointly and severally, pay to the Secured Party all reasonable out-of-pocket costs and expenses incurred by the Secured Party from time to time in the documentation, preparation, negotiation, printing, execution, registration, delivery, enforcement, realization and collection of or in respect of this Guarantee and the other Loan Documents, including the reasonable fees of legal counsel for the Secured Party on a solicitor and his own client basis. All such amounts shall be payable by the Guarantors on demand, shall bear interest at the Default Rate plus 2% *per annum*, calculated from the date demanded by the Secured Party to the date paid by the Guarantors.

7.2 Indemnity

The Guarantors shall, jointly and severally, indemnify the Secured Party and their respective Related Parties (collectively the "**Indemnitees**"), and hold each of them harmless against all losses, costs, expenses, liabilities, actions, suits, claims or damages of any and every kind incurred any Indemnitee as a result of or relating to:

(a) a default by a Guarantor in the payment of any Guaranteed Obligations, and

(b) the failure by a Guarantor to comply with any of its covenants or other obligations hereunder or under any other Loan Document.

Without limiting the generality of the foregoing, this indemnity shall extend to:

(i) reasonable legal fees on a solicitor and his own client basis, including the costs of defending or counterclaiming or claiming over against third parties in respect of any action or matter, and

(ii) any amounts payable arising out of a settlement of any action entered into between the Secured Party and any other Person with or without the consent of the Guarantors.

A certificate of the Secured Party as to the amount of any such loss or expense shall be prima facie proof of the amount thereof, in the absence of manifest error. The amount required to be paid by the Guarantors hereunder shall be payable by the Guarantors on demand, shall bear interest at the Default Rate calculated from the date of demand for any indemnified outlay that is made by the Secured Party hereunder, to the date paid by the Guarantors. The provisions of and undertakings and indemnification set out in this Article VII shall survive the payment and satisfaction of the Guaranteed Obligations.

ARTICLE VIII -- GENERAL

8.1 Notice

Any notice, communication or demand to be made or given hereunder shall be in writing and may be made or given by personal delivery or by facsimile or other electronic means of communication addressed as follows:

<u>To any Guarantor:</u>

J.W. Carr Holdings Ltd.
2400, 10303 Jasper Avenue
Edmonton, AB T5J 3N6

Attention: Marjorie Carr
Facsimile: 780.429.4577
Email: marj@jwcholdings.ca

<u>To the Secured Party:</u>

Michael G. Broadfoot
163 Wildwood Drive SW
Calgary, AB T3C 3C8

Email: mike.broadfoot@icloud.com

or to such other address or facsimile number as any party may from time to time notify the other in accordance with this Section 8.1.

Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by facsimile shall be deemed to have been given when sent (except that, if not given on a Banking Day between 9:00 a.m. and 5:00 p.m. local time where the recipient is located, shall be deemed to have been given at 9:00 a.m. on the next Banking Day for the recipient). Notices delivered through electronic communications shall be effective in accordance with the provisions of Section 11.1(a) of the Loan Agreement, *mutatis mutandis*.

Each of the Guarantors acknowledges and agrees that the Borrower is authorized to act as its representative for all matters under this Guarantee and that any notices under this Guarantee may be given to or by the Borrower on behalf of the Guarantors and such notices shall be effective to the same extent as if they were given to or by the Guarantors.

8.2 Governing Law and Jurisdiction

(a) This Guarantee shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Province of Alberta.

(b) Each of the Guarantors agrees that the courts of Alberta shall have jurisdiction to hear and determine any suit, action or proceeding and to settle any disputes which may arise out of or in connection with the aforesaid documents and it irrevocably submits to the non-exclusive jurisdiction of such courts, without prejudice to the rights of the Secured Party to take proceedings in any other jurisdictions, whether concurrently or not.

(c) Each of the Guarantors agrees that final judgment in any such suit, action or proceeding brought in such courts shall be conclusive and binding upon it and may be enforced against it in the courts of Canada (or any other courts to the jurisdiction of which it or its property is subject) by a suit upon such judgment, provided that it does not waive any right to appeal any such judgment, to seek any stay or otherwise to seek reconsideration or review of any such judgment.

8.3 Payment on Stay

If:

(a) the Borrower, any other Loan Party, any Personal Guarantor or a Guarantor is prevented from making payment of any of the Guaranteed Obligations when it would otherwise be required to do so; or

(b) the Secured Party is prevented from demanding payment of the Guaranteed Obligations,

in each case because of a stay or other judicial proceeding or any other legal impediment, all Guaranteed Obligations or other amounts otherwise subject to demand, acceleration or payment shall nevertheless be payable by the Guarantors as provided for hereunder.

8.4 Judgment Currency

If, for the purposes of obtaining or enforcing judgment against a Guarantor in any court, or for any other related purpose hereunder, it is necessary to convert an amount due under this Guarantee in the currency in which it is due (the "**Original Currency**") into another currency (the "**Second Currency**"), the rate of exchange applicable shall be the daily noon day rate quoted by the Bank of Canada on the relevant date to purchase the Original Currency with the Second Currency and includes any premium and costs of exchange payable in connection with such purchase. Each Guarantor agrees that its obligation in respect of any Original Currency due from it shall, notwithstanding any judgment or payment in the Second Currency, be discharged only to the extent that on the Banking Day following the receipt of any sum so paid or adjudged to be due hereunder in the Second Currency the payee may purchase in the market the Original Currency with the amount of the Second Currency so paid or so adjudicated to be due; and if the amount of the Original Currency so purchased is less than the amount originally due in the Original Currency, each Guarantor agrees that the deficiency shall be a separate obligation of it, independent from its obligations under this Guarantee, and shall constitute in favour of the Secured Party a cause of action which shall continue in full force and effect notwithstanding any such judgment or order to the contrary, and each Guarantor agrees, notwithstanding any such payment or judgment, to indemnify the Secured Party against any such loss or deficiency.

8.5 Prohibited Rate

In no event shall any interest or fee to be paid hereunder exceed the maximum rate permitted by Applicable Law. In the event any such interest rate or fee exceeds such maximum rate, such rate shall be adjusted downward to the highest rate (expressed as a percentage *per annum*) or fee that the parties could validly have agreed to by contract on the date hereof under Applicable Law. It is further agreed that any excess actually received by the Secured Party shall be credited against the Guaranteed Obligations.

8.6 Assignment

(a) The Secured Party may assign, or grant participation in, this Guarantee (in whole or in part) to any Person to whom it is entitled to assign any Guaranteed Obligations under any Loan Document.

(b) Except as permitted by the Loan Agreement, no Guarantor shall assign its rights or obligations hereunder without the prior written consent of the Secured Party.

(c) Subject to paragraphs (a) and (b), this Guarantee shall enure to the benefit of and be binding upon the Guarantors, the Secured Party and their respective successors and permitted assigns.

8.7 Severability

Any provision of this Guarantee which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

8.8 Whole Agreement

This Guarantee constitutes the whole and entire agreement between the parties hereto and cancels and supersedes any prior agreements, undertakings, declarations, commitments and representations, written or oral, in respect thereof.

8.9 Amendments, Waivers and Consents

(a) This Guarantee may only be amended by an agreement in writing among the Guarantors and the Secured Party, and provisions hereof may be waived or matters consented to by the Secured Party only in writing. Any waiver or consent by the Secured Party under any provision of this Guarantee may be given subject to any conditions thought fit by the Secured Party. Any waiver or consent shall be effective only in the specific instance and for the purpose for which it is given.

(b) Each Guarantor hereby irrevocably waives, to the fullest extent permitted by Applicable Law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Guarantee or any other Loan Document or the transactions contemplated hereby or thereby (whether based on contract, tort or any other theory). Each Guarantor (i) certifies that no representative, agent or attorney of any other person has represented, expressly or otherwise, that such other person would not, in the event of litigation, seek to enforce the foregoing waiver and (ii) acknowledges that it and the other parties hereto have been induced to enter into this Guarantee and the other Loan Documents by, among other things, the mutual waivers and certifications in this Section.

8.10 Further Assurances

(a) Each party shall promptly cure any defect by it in the execution and delivery of this Guarantee.

(b) Each Guarantor, at its expense, shall promptly execute and deliver to the Secured Party, upon request by the Secured Party in writing, all such other and further documents, agreements, legal opinions, certificates and instruments in order to give effect to the covenants and agreements of such Guarantor in this Guarantee, and shall make any recording, file any notice or obtain any consent in connection therewith, all as may be reasonably necessary or appropriate.

8.11 Time of the Essence

Time shall be of the essence of this Guarantee.

8.12 Separate Action

In case of default hereunder, the Secured Party may maintain an action or separate successive actions upon this Guarantee against the Guarantors whether or not the Borrower, any other Loan Party or any Personal Guarantor is joined therein or a separate action is brought against the Borrower, any other Loan Party, any Personal Guarantor or any other indemnitor or guarantor or any judgment obtained against any of them. The Secured Party's rights shall not be exhausted by the exercise of any of their rights hereunder or otherwise against the Guarantors or by any number of successive actions until and unless all Guaranteed Obligations have been fully paid and performed, and each of the Guarantors' obligations hereunder has been fully performed.

8.13 Waiver and Acknowledgement

(a) Each Guarantor hereby expressly waives:

(i) notice of acceptance of this Guarantee;

(ii) notice of the existence or creation of all or any of the Guaranteed Obligations;

(iii) any right to require marshalling of assets and liabilities;

(iv) presentment, notice of dishonour, protest, and all other notices whatsoever; and

(v) diligence in collection or protection of or realization upon all or any of the Guaranteed Obligations or any obligation hereunder.

(b) Each Guarantor hereby acknowledges receipt of a true and complete copy of this Guarantee.

8.14 Covenants

(a) Each Guarantor (other than the Borrower) acknowledges receipt of a copy of the Loan Agreement, this Guarantee and each other Loan Document, and understands the obligations thereunder. Each such Guarantor consents and agrees to be bound by any provisions in the Loan Agreement which relate to the Guarantor. In addition, each such Guarantor covenants and agrees that it shall perform each and every term, covenant, condition and agreement which the Borrower has covenanted in the Loan Agreement to cause the Guarantor to perform, and each such Guarantor will comply with each and every term, covenant, condition and agreement which the Borrower has covenanted under the Loan Agreement to cause each Guarantor to comply with, when and as provided for by the terms of the Loan Agreement and each such Guarantor will not do anything which would result in a breach of the Loan Agreement.

(b) Each Guarantor (other than the Borrower) confirms and makes and repeats on its own behalf in favour of the Secured Party each of the representations and warranties set forth in the Loan Agreement to the extent such representations and warranties relate to the Guarantor or any matter in respect thereof, and shall be deemed to make, repeat and reaffirm each such representation and warranty on each date on which such representations and warranties are made or deemed to be made or repeated by the Borrower under the Loan Agreement, all to the same extent as if each such Guarantor was a party to the Loan Agreement, and all as though such representations and warranties were set out at length herein.

8.15 Counterparts

This Guarantee may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Guarantee by facsimile or in electronic mail (i.e., “pdf”, or “tif”) format shall be effective as delivery of a manually executed counterpart of this Guarantee. The words “execution,” “signed,” “signature,” and words of like import in this Guarantee shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any Applicable Law.

[The remainder of this page has been intentionally left blank.]

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

272649 ALBERTA LTD.

Per: M Carr
Name: Marjorie Carr
Title: President.

1496206 ALBERTA LTD.

Per: M Carr
Name: Marjorie Carr
Title: President

GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC.

Per: M Carr
Name: Marjorie Carr
Title: President

K.C.M CONSTRUCTION (2022) LTD.

Per: M Carr
Name: Marjorie Carr
Title: President

1303813 ALBERTA LTD.

Per: M Carr
Name: Marjorie Carr
Title: President

1170292 ALBERTA LTD.

Per: M Carr
Name: Marjorie Carr
Title: President

SPRUCE GROVE INDUSTRIAL PARK INC.

Per: M Carr
Name: Marjorie Carr
Title: President

This is Exhibit T to the affidavit of

Michael G. Broadfoot affirmed on

SUPPLEMENTAL DEBENTURE
(J.W. Carr Holdings Ltd.)

THIS SUPPLEMENTAL DEBENTURE (this "**Agreement**") dated March 3, 2023

BETWEEN:

J.W. CARR HOLDINGS LTD. (the "**Mortgagor**")

- and -

MICHAEL G. BROADFOOT
(the "**Mortgagee**")

WHEREAS under and by virtue of a fixed and floating charge demand debenture dated December 12, 2022, with effect as of October 15, 2022 (as further amended and supplemented from time to time, the "**Debenture**"), a copy of which is attached hereto as Schedule "A", granted by the Mortgagor in favour of the Mortgagee. Pursuant to the Debenture, the Mortgagee, among other things, mortgaged to the Mortgagor, its interest in the lands listed in Schedule "A" to the Debenture to secure the principal sum of twenty million ($20,000,000.00) Canadian Dollars, plus interest and all other monies payable thereunder;

AND WHEREAS the Mortgagor has acquired the additional lands as described below which the parties wish to add to the security of the Debenture;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the premises and the mutual agreements herein contained, and other good and valuable consideration, the parties agree as follows:

1. The Mortgagor being the registered owner of an estate in fee simple in possession, subject however to such encumbrances, liens and interest as are notified on the Certificates of Title thereof, in all that piece of land legally described in Schedule "B" (the "**New Lands**"), hereby mortgages and charges all its estate and interest in the New Lands to and in favour of the Mortgagee as additional security under the Debenture to the same extent and effect as if the New Lands were described in full in Schedule "A" to the Debenture, and the Debenture is hereby amended accordingly. The New Lands shall be deemed to form part of the Specifically Mortgaged Property (as defined in the Debenture) for all purposes of the Debenture as supplemented by this Agreement.

2. The Mortgagor covenants to pay to the Mortgagee the balance owing and secured under the Debenture at the time and in the manner provided in the Debenture, and to observe, perform and be bound by all of the terms, conditions, covenants and provisions contained in the Debenture; provided however, that if the Debenture has been renewed on terms different than those contained in the Debenture or if the Debenture has been otherwise amended or supplemented, reference to "Debenture" shall be deemed to refer to the Debenture as renewed, amended or supplemented from time to time.

3. Nothing in this Agreement shall be construed, constitutes or is deemed to be a repayment or re-advance of, or otherwise affects the balance owing and secured under the Debenture.

4. This Agreement shall be read and construed with the Debenture and shall be treated as part thereof and for such purpose and insofar as may be necessary to give effect to this Agreement, the Debenture shall be regarded as being hereby amended and the Debenture so amended together with all the covenants and conditions thereof shall remain in full force and effect.

5. Any notice, demand or other communication permitted or required to be given hereunder shall be given in a manner in accordance with the Debenture; provided that any such notice, request, demand or communication may be addressed to the respective parties as follows:

(a) in the case of the Mortgagee, as follows:

Michael G. Broadfoot
163 Wildwood Drive SW
Calgary, AB T3C 3C8

Email: mike.broadfoot@icloud.com

in the case of the Mortgagor, as follows:

J.W. Carr Holdings Ltd.
2400-10303 Jasper Avenue NW
Edmonton, Alberta T5J 3N6

Attention: Marjorie Carr
Email: marj@jwcholdings.ca

Either party may from time to time notify the other, in accordance with the provisions hereof, of any change of address which thereafter, until changed by like notice, shall be the address of such party for all purposes of this Agreement.

6. This Agreement may only be amended by an agreement in writing signed by the parties hereto.

7. This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the parties hereby submit to the jurisdiction of the courts of the Province of Alberta for all matters arising out of or in connection with this Agreement.

8. For better securing to the Mortgagee the repayment in the manner set out in the Debenture as supplemented by this Agreement of the principal sum and interest (and other amount hereby secured), the Mortgagor hereby mortgages to the Mortgagee all of its estate and interest in the New Lands.

- Signature page follows -

IN WITNESS WHEREOF the Mortgagor has executed this Agreement effective as of the day and year first above written.

J.W. CARR HOLDINGS LTD.

Per: M Carr

Name: Marjorie Carr
Title: President

SCHEDULE "A"

DEBENTURE

See attached.

FIXED AND FLOATING CHARGE DEMAND DEBENTURE
(J.W. Carr Holdings Ltd.)

Principal Sum: $20,000,000.00

Interest Rate: 20.00% per annum

Date: December 12, 2022, with effect as of October 15, 2022

ARTICLE 1- PROMISE TO PAY

Promise to Pay

1.1 For value received, the undersigned (the "**Debtor**") hereby acknowledges itself indebted and promises to pay ON DEMAND to or to the order of Michael G. Broadfoot ("**Secured Party**"), the principal sum herein stipulated on presentation and surrender of this debenture at the Secured Party's address at 163 Wildwood Drive SW, Calgary, AB T3C 3C8, or at such other place as the Secured Party may designate by notice in writing to the Debtor, and to pay interest thereon from the date hereof at the rate per annum herein stipulated in like money at the same place monthly on the last day of each month; and, if the Debtor should at any time make default in the payment of any principal or interest to pay interest on the amount in default both before and after demand, default and judgment at the same rate in lawful money of Canada at the same place.

The Secured Party is the person entitled to receive the principal of and interest on this debenture and all other amounts payable hereunder.

ARTICLE 2- CHARGE

Charge

2.1 As security for the due payment, performance and final and indefeasible satisfaction in full of all indebtedness, liabilities and obligations, whether present or future, direct or indirect, absolute or contingent, matured or unmatured, at any time or from time to time due or accruing due and owing by or otherwise payable by the Debtor to the Secured Party, however or wherever incurred, and whether incurred by the Debtor alone or with another or others and whether as principal, guarantor or surety (including fees, expenses, costs and indemnities) under, pursuant to or in connection with the Loan Agreement (as defined below) and the other Loan Documents to which it is a party (collectively, the "**Obligations**"), the Debtor hereby:

(a) mortgages as and by way of a continuing first, fixed and specific mortgage and charge to and in favour of the Secured Party and his successors and permitted assigns, for the benefit of the Secured Party and his successors and permitted assigns, right, title, estate and interest (whether freehold, leasehold, profit à prendre or otherwise, and whether legal or equitable, corporeal or incorporeal, present or future) in and to the lands described in Schedule A hereto and all real property, buildings, offices, warehouses, structures, improvements, expansions, erections, works and fixtures now or hereafter located on such lands and all increases, additions, accretions, attachments, parts, profits and accessions to any of the foregoing property, together with all substitutions for and replacements and renewals of any of the foregoing property and all proceeds, rents, issues, revenues, profits and other income (including insurance proceeds) accruing from or in respect of any of the forgoing properties and assets (collectively, the "**Specifically Mortgaged Property**");

(b) charges as and by way of a continuing first floating charge to and in favour of the Secured Party and his successors and permitted assigns, all present and future real property of the Debtor of any nature or kind (the "**Property**"), including all real property at any time owned, leased or licensed by the Debtor or in which the Debtor at any time has any right or interest or to which the Debtor now has, may be possessed of, entitled to, or acquire, whether in fee simple or of a lesser estate and all benefits, easements, licences, rights of way and servitudes as pertaining thereto or connected therewith by way of amalgamation or otherwise, now or hereafter other than the Specifically Charged Property to the extent validly subjected to the grant of a mortgage and charge therein pursuant to Section 2.1(a); and

(c) grants a continuing first priority security interest in and assigns, grants, transfers and sets over to and in favour of the Secured Party and his successors and permitted assigns, all of its right, title, estate and interest, present and future, in and to all of its present and after-acquired personal property, including:

(i) any and all existing or future leases, subleases, agreements to lease or sublease or other tenancy or occupancy agreements relating to the whole or any part or parts of the real property charged hereby and all existing or future licenses or concessions whereby any person is given the right to use or occupy the whole or any part or parts of such property and all extensions, amendments, renewals or substitutions thereof or therefor which may hereafter be effected or entered into (collectively, the "**Landlord Leases**"), and all benefits, powers and advantages of the Debtor to be derived therefrom and all covenants, obligations and agreements of the tenants thereunder;

(ii) all rents and other moneys now due and payable or accruing due or hereafter to become due and payable to the Debtor under the Landlord Leases, and each guarantee of or indemnity in respect of the obligations of the tenants thereunder, with full power to demand, sue for recovery, receive and give receipts for all such rents and other moneys and otherwise to enforce the rights of the Debtor thereto in the name of the Debtor; and

(iii) any and all proceeds of the foregoing.

2.2 In this debenture, the mortgages, assignments, security interests and charges created and provided for are collectively called the "**Charge**" and the subject matter of the Charge is called the "**Charged Properties**".

<u>Registration Against After-acquired Real Property</u>

2.3 The Charge shall attach to the Charged Properties acquired by the Debtor after the date hereof at the same time as such Charge Premises is acquired by the Debtor, and, without limiting the generality of the foregoing, the Debtor shall from time to time, at the request of the Secured Party execute and deliver all such agreements, supplemental debentures, mortgages and other documents and instruments as may reasonably requested by the Secured Party to confirm or perfect the Charge insofar as they related to any such after-acquired Charged Properties.

<u>Dealings in the Ordinary Course</u>

2.4 Subject to Section 3.1 hereof and until the Charge becomes enforceable, the Debtor may dispose of or deal with the property and assets subjected to the Charge in the ordinary course of business and for the purpose of carrying on the same, so that purchasers thereof or parties dealing with the Debtor take title thereto free and clear of the Charge.

Last Day

2.5 The Charge shall not extend or apply to the last day of the term of any lease or agreement to lease but upon the enforcement of the Charge the Debtor shall stand possessed of such last day in trust for the Secured Party to assign the same to any person acquiring such term in the course of enforcement of the Charge.

Exception for Certain Contractual Rights

2.6 For certainty, the Charge does not and shall not extend to, and the Charged Properties shall not include, any agreement, right, franchise, licence or permit (the "**Contractual Rights**") to which the Debtor is a party or of which the Debtor has the benefit, to the extent that the creation of the Charge herein would constitute a breach of the terms of or permit any person to terminate the Contractual Rights, but the Debtor shall hold its interest therein in trust for the Secured Party and shall assign such Contractual Rights to the Secured Party forthwith upon obtaining the consent of all other parties thereto. The Debtor agrees that it shall, upon the request of the Secured Party, use all commercially reasonable efforts to obtain any consent required to permit any Contractual Rights to be subjected to the Charge herein.

Crystallization of Floating Charge

2.7 The floating charge created by Section 2.1(b) against the Charged Properties shall become a fixed charge against such property and interests upon the earlier of (a) the Secured Party giving written notice to the Debtor that the floating charge has become a fixed charge on the real property and interests therein charged thereby, and (b) the occurrence of any other event which by operation of law would result in the floating charge becoming a fixed charge on the real property and interests therein of the Debtor charged thereby.

ARTICLE 3 - NEGATIVE PLEDGE

Negative Pledge

3.1 Except as permitted by the loan agreement dated December 12, 2022 between the Secured Party, as lender, and the Debtor, as borrower (as may be amended, amended and restated, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), the Debtor shall not create, assume, have outstanding or permit to exist, except in favour of the Secured Party, any mortgage, charge, pledge, lien, assignment by way of security, security interest or other encumbrance on any part of the Charged Properties.

ARTICLE 4 - DEFAULT AND REMEDIES

Default

4.1 If the Debtor makes default in the payment of principal, interest or any other amount payable hereunder or in the due performance of the terms and conditions of Section 3.1 hereof, in each case, which is continuing, the Charge shall immediately become enforceable.

Remedies

4.2 (1) Whenever the Charge has become enforceable, the Secured Party may realize upon the Charged Properties and shall have the following rights and remedies, which rights and remedies may be exercised from time to time separately or in combination and are in addition to and not in substitution for any other rights or remedies the Secured Party may have:

(a) the Secured Party may by appointment in writing appoint a receiver or receiver and manager (each herein referred to as the "**Receiver**") of the Charged Properties and may