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.

SCHEDULE "B"

NEW LANDS

1.	PLAN 0623072 BLOCK 8 LOT 26A EXCEPTING THEREOUT ALL MINES AND MINERALS
2.	PLAN 0623072 BLOCK 8 LOT 27A EXCEPTING THEREOUT ALL MINES AND MINERALS
3.	PLAN 7520666 BLOCK 45 LOT 6 EXCEPTING THEREOUT ALL MINES AND MINERALS
4.	PLAN 7520666 BLOCK 45 LOT 6A EXCEPTING THEREOUT ALL MINES AND MINERALS
5.	PLAN 7822913 BLOCK 9 LOT 20 EXCEPTING THEREOUT ALL MINES AND MINERALS
6.	PLAN 7822913 BLOCK 9 LOT 20A EXCEPTING THEREOUT ALL MINES AND MINERALS
7.	PLAN 7822251 BLOCK 63 LOT 27 EXCEPTING THEREOUT ALL MINES AND MINERALS
8.	PLAN 7822251 BLOCK 63 LOT 28 EXCEPTING THEREOUT ALL MINES AND MINERALS
9.	PLAN 7720209 BLOCK 49 LOT 208 EXCEPTING THEREOUT ALL MINES AND MINERALS
10.	PLAN 7720209 BLOCK 49 LOT 209 EXCEPTING THEREOUT ALL MINES AND MINERALS

This is Exhibit U to the affidavit of

Michael G. Broadfoot affirmed on

FIRST AMENDING AGREEMENT

THIS AGREEMENT dated as of April 3, 2023

BETWEEN:

J.W. CARR HOLDINGS LTD. as borrower (hereinafter referred to as the "**Borrower**")

- and -

MICHAEL G. BROADFOOT, as lender (hereinafter referred to as the "**Lender**")

WHEREAS the parties hereto are parties to the Loan Agreement;

AND WHEREAS the parties hereto wish to amend and supplement certain provisions of the Loan Agreement as set out herein;

AND WHEREAS the Lender advanced an additional $250,000 to the Borrower as an additional loan (the "**Additional Loan**"), and the parties have agreed that the Additional Loan shall be added to and form part of the Loan;

AND WHEREAS, certain Loan Parties had conducted Sales of certain Specified Real Property (the "**Repayment Events**") and pursuant to Section 4.3(b) of the Loan Agreement, all amounts received by such Loan Parties from such Sales are required to be paid to the Lender in repayment of the Loan;

AND WHEREAS, notwithstanding the occurrence of the Repayment Events, the Lender has agreed to waive his rights under Section 4.3(b) of the Loan Agreement to receive any repayment of the Loan as a result of the Repayment Events;

AND WHEREAS, in consideration of the Additional Loan and the Lender's waiver of his rights under Section 4.3(b) of the Loan Agreement to receive partial repayment of the Loan in connection with the Repayment Events, (i) 627612 Alberta Ltd. ("**627**") agreed to became a Guarantor under the Loan Agreement pursuant to a guarantee made as of February 23, 2023, (ii) 627 granted in favour of the Lender a debenture dated as of February 23, 2023, (iii) 627 entered into a debenture pledge agreement dated as of February 23, 2023, (iv) each of the Borrower and 1170292 Alberta Ltd. granted in favour of the Lender a supplemental debenture dated as of March 3, 2023 charging additional real property, and (v) the Borrower granted in favour of the Lender a securities pledge agreement dated as of April 3, 2023, in which the Borrower agreed to pledge certain shares of R'ohan Well Services Ltd. and Pangman Investments Ltd. to the Lender;

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

1. INTERPRETATION

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

"**Agreement**" means this first amending agreement.

"**Amended Loan Agreement**" means the Loan Agreement as amended and supplemented by this Agreement.

"**Loan Agreement**" means the Loan Agreement dated as of December 12, 2022, with effect as of October 15, 2022 between the Borrower and the Lender.

"**Effective Date**" means the date first written above.

1.2 Capitalized terms used herein without express definition shall have the same meanings herein as are ascribed thereto in the Amended Loan Agreement.

1.3 The division of this Agreement into 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 section or other portion hereof and include any agreements supplemental hereto. Unless expressly indicated otherwise, all references to "Section", "Sections", "Article" or "Articles" are intended to refer to a Section, Sections, an Article or Articles of this Agreement as applicable. 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 This Agreement shall be effective as of the Effective Date.

2. AMENDMENTS

2.1 Section 1.1 of the Loan Agreement is hereby amended by:

(a) Amending the definition of 'Guarantors' by deleting it in its entirety and replacing it with the following:

"**Guarantors**" means, collectively, (a) 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 627612 Alberta Ltd., and (b) each other Subsidiary of the Borrower or Person (other than a natural person) 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.

(b) Amending the definition of 'Credit Event' by deleting paragraph (b)(vi) thereto and replacing it with "[Reserved]".

(c) Amending the definition of "Permitted Disposition" by deleting the reference to "or" at the end of paragraph (b) thereto and adding the following as new paragraphs (d) and (e) thereto:

"(d) any Sale required by Applicable Law; and

(e) any Sale of any Property to any Loan Party.".

2.2 Section 2.1(a) of the Loan Agreement is hereby amended by deleting it in its entirety and replacing it with the following:

"(a) **Loan**. This Agreement evidences and documents the loan which, as of the Effective Date was in the aggregate principal amount of Cdn. $5,972,783 and as of March 31, 2023 was in the aggregate principal amount of Cdn. $6,331,361 (the "**Loan**") owing to the Lender by the Borrower, which amount 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, (ii) all accrued and unpaid interest on the Holdings Note as of the Effective Date, which interest was capitalized on the Effective Date, (iii) an additional advance of Cdn. $250,000 made by the Lender to the Borrower on March 15, 2023, and (iv) all accrued and unpaid interest as of March 31, 2023 in the amount of $108,578, which the Borrower and the Lender also agree shall be capitalized and form part of the principal amount of the Loan.". The Borrower and the Lender acknowledge that all accrued interest on the Loan as of March 31, 2023 remains payable but unpaid.

Section 6.2 of the Loan Agreement is hereby amended by adding new subsections (h), (i), (j) and (k) thereto as follows:

"(h) ***Notice of default under Material Contract***. 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 default by the Borrower or any other Loan Party under any material agreement.

(i) ***Liens Exceeding Threshold Amount***. The Borrower shall, within ten (10) Banking Days of becoming aware of same, promptly provide the Lender with written notice of any Lien in respect of any Debt in excess of the Threshold Amount which becomes registered or otherwise recorded in respect of any Property of any Loan Party.

(j) ***Prepayment of Debt***. The Borrower shall provide written notice to the Lender of any prepayment, redemption, purchase, defeasement or other satisfaction prior to the scheduled maturity thereof any Debt in excess of the Threshold Amount, no less than two (2) Banking Days prior thereto.

(k) ***Dispositions***. The Borrower shall promptly, and in any event no later than five (5) Banking Days after the earlier of (a) the Sale of any Specified Real Property and (b) the execution of a definitive agreement for the Sale of any Specified Real Property, give notice to the Lender of such Sale or definitive agreement, together with reasonable details of same (including a description of the consideration).".

2.3 Each of Sections 6.3(l) and 7.2(c) of the Loan Agreement is hereby deleted in its entirety and replaced with "[Reserved]".

2.4 Schedule B of the Loan Agreement (*Specified Real Property)* is hereby deleted in its entirety and replaced with Exhibit I hereto.

3. REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Lender as follows on and as of the date hereof:

3.1 **Power and Capacity.** Each Loan Party has full corporate, partnership or trust (as applicable) power and capacity to enter into this Agreement and the Loan Party Confirmation and to do all acts and execute and deliver all other documents as are required thereunder or under the Amended Loan Agreement to be done, observed or performed by it or them in accordance with their respective terms.

3.2 **Authorization, Execution and Delivery.** Each Loan Party has taken all necessary corporate, partnership or trust (as applicable) action to authorize the creation, execution and delivery of this Agreement and the Loan Party Confirmation and the performance of its respective obligations thereunder and under the Amended Loan Agreement (as applicable), and this Agreement and the Confirmation, when signed and delivered, have or will have been duly executed and delivered in accordance with such corporate, partnership or trust action (as applicable).

3.3 **Validity and Enforceability.** Each of this Agreement, the Loan Party Confirmation and the Amended Loan Agreement constitutes valid and legally binding obligations of each of each Loan Party that is a party thereto, 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.

3.4 **No Violation, Breach, Conflict etc.** Neither the execution and delivery by any Loan Party of this Agreement or the Loan Party Confirmation, nor compliance by any Loan Party with the terms and conditions of any of them or the Amended Loan Agreement:

(a) has resulted, or will result, in a violation of:

(i) the articles, by-laws, partnership agreement, declaration of trust or other constating or governing documents of any Loan Party;

(ii) any shareholder agreement or declaration of similar effect which binding upon any Loan Party;

(iii) 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

(iv) Applicable Law;

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

(c) 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.

3.5 **Bringdown of Representations and Warranties**. All representations and warranties set forth in Section 5.1 of the Loan Agreement are true and accurate on the Effective Date, other than any such representations or warranties which are given as of an earlier date, in which case such representations were true and correct on such earlier date.

The representations and warranties set out in this Agreement shall survive the execution and delivery of this Agreement and the making of each Drawdown, notwithstanding any investigations or examinations which may be made by the Lender or Lender's Counsel. Such representations and warranties shall survive until the Amended Loan Agreement has been terminated.

4. RELEASE

As a material inducement to the Lender to enter into this Agreement, each Loan Party releases the Lender from any liability for actions or failures to act in connection with the Loan Documents prior to the date of this Agreement.

5. CONFIRMATION OF LOAN DOCUMENTS

The Loan Agreement and the other Loan Documents to which each Loan Party is a party and all covenants, terms and provisions thereof, except as expressly amended and supplemented by this Agreement, shall be and continue to be in full force and effect and the Loan Agreement as amended and supplemented by this Agreement and each of the other Loan Documents to which each Loan Party is a party are hereby ratified and confirmed and shall from and after the date hereof continue in full force and effect as herein amended and supplemented, with such amendments and supplements being effective from and as of the date hereof. Each of the Loan Parties further acknowledges and agrees that the continuing security interest under the applicable Security in and to, and Liens on, all of its present and after-acquired personal and real property granted to the Lender pursuant to the Loan Agreement, the Security and the other Loan Documents executed and delivered pursuant thereto or in connection therewith, continue in full force and effect and are hereby confirmed and ratified. For certainty, each of the parties hereto hereby acknowledges and confirms that.

6. WAIVER

Nothing in this Agreement constitutes an amendment, alteration, modification or waiver on the part of the Lender of any rights or remedies which the Lender may have in relation to the Loan Parties. Nothing in this Agreement constitutes a waiver or acquiescence on the part of the Lender to any default on the part of the Borrower or any other Loan Party. Execution, delivery and performance of this Agreement by the Lender does not in any way limit, release or discharge any Loan Party from the obligations and liabilities of the Loan Parties to the Lender.

7. MISCELLANEOUS

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

7.2 Each Borrower and each other Loan Party acknowledges that nothing contained herein shall in any manner constitute a waiver of, or consent to, any existing Default or Event of Default.

7.3 The parties hereto shall from time to time do all such further acts and things and execute and deliver all such documents as are required in order to effect the full intent of and fully perform and carry out the terms of this Agreement and the Confirmations.

7.4 This Agreement and the Confirmations shall each constitute a Loan Document for the purposes of the Amended Loan Agreement.

7.5 This Agreement and the Confirmations may be executed and delivered in any number of counterparts, including by way of facsimile or PDF, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. The words "execution," "execute", "signed," "signature," and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby 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 Parts 2 and 3 of the *Personal Information Protection and Electronic Documents Act* (Canada), the *Electronic Commerce Act, 2000* (Ontario), the *Electronic Transaction Act* (British Columbia), the *Electronic Transactions Act* (Alberta), or any other similar laws based on the *Uniform Electronic Commerce Act* of the Uniform Law Conference of Canada. The Lender may, in its discretion, require that any such documents and signatures executed electronically or delivered by fax 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 fax or other electronic transmission.

[*Remainder of page intentionally left blank*]

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

BORROWER:

J.W. CARR HOLDINGS LTD.

By: M Carr

Name: Marjorie Carr
Title: President

LENDER:

MICHAEL G. BROADFOOT

By: ______________________________

EXHIBIT I

SCHEDULE "B"
SPECIFIED REAL PROPERTY

	OWNER	MUNICIPAL ADDRESS	LEGAL DESCRIPTION
1.	272649 ALBERTA LTD.	Iron Nation 9502 - 117 Street, Grande Prairie, AB	Plan 0625015 Block 3 Lot 3
2.	272649 ALBERTA LTD.	Encana/Ovintiv 12002 - 97 Ave., Grande Prairie, AB	Plan 1124406 Block 2 Lot 7
3.	272649 ALBERTA LTD.	Tundra 11517 - 89 Ave., Grande Prairie, AB	Plan 8020127 Block 17 Lot 1
4.	SPRUCE GROVE INDUSTRIAL PARK INC.	306 Commerce Road N., Spruce Grove, AB	Plan 1523298 Block 1 Lot 9
5.	SPRUCE GROVE INDUSTRIAL PARK INC.	304 Commerce Road N., Spruce Grove, AB	Plan 1523298 Block 1 Lot 10
6.	SPRUCE GROVE INDUSTRIAL PARK INC.	385 Saskatchewan Ave., Spruce Grove, AB	Plan 1421723 Block 4 Lot 6
7.	SPRUCE GROVE INDUSTRIAL PARK INC.	395 Saskatchewan Ave., Spruce Grove, AB	Plan 1525617 Block 4 Lot 7
8.	SPRUCE GROVE INDUSTRIAL PARK INC.	410 Saskatchewan Ave., Spruce Grove, AB	Plan 1525617 Block 4 Lot 8
9.	SPRUCE GROVE INDUSTRIAL PARK INC.	420 Saskatchewan Ave., Spruce Grove, AB	Plan 1525617 Block 4 Lot 9
10.	1170292 ALBERTA LTD.	10125 100 Avenue, Grande Prairie AB	Plan 8315AK Block 34 Lots 11 to 16 inclusive
11.	1170292 ALBERTA LTD.	10125 100 Avenue, Grande Prairie AB	Plan 8315AK Block Thirty Four (34)

			Lot Ten (10) Excepting thereout: Part, as shown on road plan 8220183
12.	J.W. CARR HOLDINGS LTD.	10015A – 97 Ave., Fort Saskatchewan, AB	Plan 0623072 Block 8 Lot 26A
13.	J.W. CARR HOLDINGS LTD.	10015B– 97 Ave., Fort Saskatchewan, AB	Plan 0623072 Block 8 Lot 27A
14.	J.W. CARR HOLDINGS LTD.	8222 – 96 Ave., Fort Saskatchewan, AB	Plan 7520666 Block 45 Lot 6
15.	J.W. CARR HOLDINGS LTD.	8244 – 96 Ave., Fort Saskatchewan, AB	Plan 7520666 Block 45 Lot 6A
16.	J.W. CARR HOLDINGS LTD.	10030 – 97 Ave., Fort Saskatchewan, AB	Plan 7822913 Block 9 Lot 20
17.	J.W. CARR HOLDINGS LTD.	10032 – 97 Ave., Fort Saskatchewan, AB	Plan 7822913 Block 9 Lot 20A
18.	J.W. CARR HOLDINGS LTD.	7922 – 92 Ave., Fort Saskatchewan, AB	Plan 7822251 Block 63 Lot 27
19.	J.W. CARR HOLDINGS LTD.	7920 – 92 Ave., Fort Saskatchewan, AB	Plan 7822251 Block 63 Lot 28
20.	J.W. CARR HOLDINGS LTD.	9520 – 82 Street., Fort Saskatchewan, AB	Plan 7720209 Block 49 Lot 208
21.	J.W. CARR HOLDINGS LTD.	9518 – 82 Street., Fort Saskatchewan, AB	Plan 7720209 Block 49 Lot 209
22.	627612 ALBERTA LTD.	9919 to 9939 96 Ave Grande Prairie AB	Plan 1936MC Block 12 Lot 18

23.	627612 ALBERTA LTD.	9919 to 9939 96 Ave Grande Prairie AB	Plan 1936MC Block 12 Lot 19
24.	627612 ALBERTA LTD.	9919 to 9939 96 Ave Grande Prairie AB	Plan 1936MC Block 12 Lot 20
25.	627612 ALBERTA LTD.	9917 110 Street Edmonton, AB	Condominium Plan 8321571 Unit 2 and 112 undivided one ten thousandth shares in the common property
26.	627612 ALBERTA LTD.	9917 110 Street Edmonton, AB	Condominium Plan 8321571 Unit 17 and 118 undivided one ten thousandth shares in the common property
27.	627612 ALBERTA LTD.	9917 110 Street Edmonton, AB	Condominium Plan 8321571 Unit 20 and 84 undivided one ten thousandth shares in the common property
28.	627612 ALBERTA LTD.	9917 110 Street Edmonton, AB	Condominium Plan 8321571 Unit 33 and 119 undivided one ten thousandth shares in the common property
29.	627612 ALBERTA LTD.	9917 110 Street Edmonton, AB	Condominium Plan 8321571 Unit 35 and 86 undivided one ten thousandth shares in the common property
30.	627612 ALBERTA LTD.	9917 110 Street Edmonton, AB	Condominium Plan 8321571 Unit 43 and 86 undivided one ten thousandth shares in the common property
31.	627612 ALBERTA LTD.	9917 110 Street Edmonton, AB	Condominium Plan 8321571 Unit 50 and 114 undivided one ten thousandth shares in the common property
32.	627612 ALBERTA LTD.	9917 110 Street Edmonton, AB	Condominium Plan 8321571 Unit 58 and 114 undivided one ten thousandth shares in the common property

33.	627612 ALBERTA LTD.	9917 110 Street Edmonton, AB	Condominium Plan 8321571 Unit 59 and 86 undivided one ten thousandth shares in the common property
34.	627612 ALBERTA LTD.	9917 110 Street Edmonton, AB	Condominium Plan 8321571 Unit 64 and 86 undivided one ten thousandth shares in the common property
35.	627612 ALBERTA LTD.	9917 110 Street Edmonton, AB	Condominium Plan 8321571 Unit 70 and 116 undivided one ten thousandth shares in the common property
36.	627612 ALBERTA LTD.	9917 110 Street Edmonton, AB	Condominium Plan 8321571 Unit 81 and 121 undivided one ten thousandth shares in the common property
37.	627612 ALBERTA LTD.	9917 110 Street Edmonton, AB	Condominium Plan 8321571 Unit 88 and 87 undivided one ten thousandth shares in the common property
38.	627612 ALBERTA LTD.	9917 110 Street Edmonton, AB	Condominium Plan 8321571 Unit 94 and 117 undivided one ten thousandth shares in the common property
39.	627612 ALBERTA LTD.	9917 110 Street Edmonton, AB	Condominium Plan 8321571 Unit 96 and 89 undivided one ten thousandth shares in the common property

Confirmation of Guarantee and Security

Date: April 3, 2023

For good and valuable consideration (the receipt and sufficiency of which is hereby conclusively acknowledged) each of the undersigned in its own right and personal capacity as a guarantor, pursuant to its respective Guarantee, hereby: (a) consents and agrees to the terms of the First Amending Agreement between the Borrower and the Lender dated as of April 3, 2023 (the "**Amending Agreement**") and the transactions contemplated thereby; (b) acknowledges, confirms and makes the representations and warranties applicable to it in the Amending Agreement; (c) acknowledges and agrees that its respective Guarantee and all Security and Security Documents granted by it to the Lender in support of the Secured Obligations remains in full force and effect in all respects notwithstanding the amendments contained in the Amending Agreement and shall continue to exist and apply to all Secured Obligations, including without limitation all Outstandings under the Loan Agreement (as defined below), as amended by the Amending Agreement; and (d) undertakes and agrees to take all such actions as may be required of it to give effect to and cause the performance of the terms and conditions of the Amending Agreement.

This Confirmation is in addition to and shall not limit, derogate from or otherwise affect the provisions of the Security, as amended to the date hereof. This Confirmation shall constitute a Loan Document.

Capitalized terms used herein without express definition shall have the same meanings herein as are ascribed thereto in the Loan Agreement dated as of December 12, 2022, with effect as of October 15, 2022 between the Borrower and the Lender (the **"Loan Agreement**").

This Confirmation, as it applies to each Guarantee and Security Document, is deemed to be governed in each case by the laws of the jurisdiction expressed in each such Guarantee and Security Document to govern such Guarantee or Security Document.

[Remainder of page intentionally left blank]

Dated as of the date of the date first written above.

KCM CONSTRUCTION (2022) LTD.

Per: M Carr

Name: Marjorie Carr

Title: President

SPRUCE GROVE INDUSTRIAL PARK INC.

Per: M Carr

Name: Marjorie Carr

Title: President

272649 ALBERTA LTD.

Per: M Carr

Name: Marjorie Carr

Title: President

1303813 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

1170292 ALBERTA LTD.

Per: M Carr

Name: Marjorie Carr

Title: President

627612 ALBERTA LTD.

Per: M Carr

Name: Marjorie Carr

Title: President

This is Exhibit V to the affidavit of

Michael G. Broadfoot affirmed on

Government of Alberta

Personal Property Registry
Search Results Report

Search ID #: Z16409405

Transmitting Party

NORTON ROSE FULBRIGHT CANADA LLP

Suite 3700, 400- 3rd Avenue SW
Calgary, AB T2P 4H2

Party Code: 60003332
Phone #: 403 267 8222
Reference #: 1001236005

Search ID #: Z16409405 **Date of Search:** 2023-Jul-31 **Time of Search:** 09:22:27

Business Debtor Search For:

J.W. CARR HOLDINGS LTD.

Exact Result(s) Only Found

NOTE:

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

Business Debtor Search For:
J.W. CARR HOLDINGS LTD.

Search ID #: Z16409405 **Date of Search:** 2023-Jul-31 **Time of Search:** 09:22:27

Registration Number: 07020124371 Registration Type: SECURITY AGREEMENT
Registration Date: 2007-Feb-01 Registration Status: Current
Expiry Date: 2027-Feb-01 23:59:59

Exact Match on: Debtor No: 1

Amendments to Registration

12011012483	Renewal	2012-Jan-10
16110724049	Amendment And Renewal	2016-Nov-07
18071704048	Amendment	2018-Jul-17
21110529957	Renewal	2021-Nov-05

Debtor(s)

Block		Status
1	J.W. CARR HOLDINGS LTD. 2400, 10303 JASPER AVENUE EDMONTON, AB T5J 3N6	Current

Secured Party / Parties

Block		Status
1	CANADIAN WESTERN BANK MAIN FLOOR, 10303 JASPER AVE EDMONTON, AB T5J 3N6	Deleted by 16110724049

Block		Status
2	CANADIAN WESTERN BANK 100, 12230 JASPER AVENUE EDMONTON, AB T5N 3K3 Phone #: 780 424 4846 Fax #: 780 424 0584	Deleted by 18071704048

Block		Status
3	CANADIAN WESTERN BANK 201, 12230 JASPER AVENUE EDMONTON, AB T5N 3K3 Phone #: 780 424 4846 Fax #: 780 424 0584	Current by 18071704048

Collateral: General

Block	Description	Status
1	ALL THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY	Current
2	AND THE PROCEEDS THEREFROM.	Current

Business Debtor Search For:
J.W. CARR HOLDINGS LTD.
Search ID #: Z16409405 **Date of Search:** 2023-Jul-31 **Time of Search:** 09:22:27

Registration Number: 10032905288
Registration Date: 2010-Mar-29

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

Exact Match on: Debtor No: 1

Debtor(s)

Block		Status
1	J.W. CARR HOLDINGS LTD. C/O 2400, 10303 JASPER AVENUE EDMONTON, AB T5J 3N6	Current

Secured Party / Parties

Block		Status
1	JAYCAP FINANCIAL LTD. 1220, 10665 JASPER AVENUE EDMONTON, AB T5K 3S9	Current

Business Debtor Search For:

J.W. CARR HOLDINGS LTD.

Search ID #: Z16409405 **Date of Search:** 2023-Jul-31 **Time of Search:** 09:22:27

Registration Number: 11020245418 Registration Type: SECURITY AGREEMENT
Registration Date: 2011-Feb-02 Registration Status: Current
Expiry Date: 2026-Feb-02 23:59:59

Exact Match on: Debtor No: 1

Amendments to Registration

11110413326	Amendment	2011-Nov-04
16010722829	Renewal	2016-Jan-07
17090526878	Amendment	2017-Sep-05
17090526899	Amendment	2017-Sep-05
21011204046	Renewal	2021-Jan-12

Debtor(s)

Block **Status**
Current

1 J.W. CARR HOLDINGS LTD.
2400, 10303 JASPER AVENUE
EDMONTON, AB T5J 3N6

Block **Status**
Current

2 SUVANCO INC.
2400, 10303 JASPER AVENUE
EDMONTON, AB T5J 3N6

Block **Status**
Current

3 GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC.
2400, 10303 JASPER AVENUE
EDMONTON, AB T5J 3N6

Secured Party / Parties

Block		Status
1	ROMSPEN INVESTMENT CORPORATION 162 CUMBERLAND STREET, SUITE 300 TORONTO, ON M5R 3N5	Current

Collateral: General

Block	Description	Status
1	ALL SHARES IN AND DIVIDENDS, DEBTS, OR OTHER MONIES DUE TO THE DEBTORS FROM 1496206 ALBERTA LTD., 1170292 ALBERTA LTD., SPRUCE GROVE INDUSTRIAL PARK INC., AND GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC. PROCEEDS: ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED GOODS, MOTOR VEHICLES, ACCOUNTS, MONEY, CHATTEL PAPER, DOCUMENTS OF TITLE, SECURITIES, INSTRUMENTS, AND INTANGIBLES, AND ALL OTHER PROCEEDS OF EVERY DESCRIPTION AND OF ANY KIND WHATSOEVER DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALINGS WITH THE GENERAL COLLATERAL OR SERIAL NUMBER COLLATERAL (IF ANY) DESCRIBED ABOVE, OR PROCEEDS IF ANY SUCH PROCEEDS.	Current

Particulars

Block	Additional Information	Status
1	PURSUANT TO A POSTPONEMENT AND SUBORDINATION AGREEMENT IN WRITING, ROMSPEN INVESTMENT CORPORATION S SECURITY AGREEMENTS REGISTERED AS REGISTRATIONS NUMBERED 11020245418, 11020245562, 11032215784 AND 11020245676 ARE POSTPONED AND SUBORDINATED TO THE FOLLOWING REGISTRATION IN FAVOUR OF CANADIAN WESTERN BANK, NAMELY: REGISTRATION NUMBER 11060919187.	Current By 11110413326

Block	**Other Changes**	**Status**
2	THIS REGISTRATION IS POSTPONED AND SUBORDINATED TO REGISTRATION NUMBER 117062718059 REGISTERED IN FAVOUR OF THE BANK OF NOVA SCOTIA AND ANY FINANCING CHANGE STATEMENT OR RENEWAL THEREOF WITH RESPECT TO THE LANDS SET OUT ON SCHEDULE "A" ATTACHED HERETO. PLAN 8315 A.K. BLOCK THIRTY FOUR (34) LOTS SEVENTEEN (17) AND EIGHTEEN (18) GRANDE PRAIRIE EXCEPTING THEREOUT: PART OUT OF LOT SEVENTEEN (17), AS SHOWN ON ROAD PLAN 8220183. EXCEPTING THEREOUT ALL MINES AND MINERALS PLAN 8315AK BLOCK 34 LOTS 19, 20 AND 21 EXCEPTING THEREOUT ALL MINES AND MINERALS PLAN 7517BP BLOCK 1 LOT 4 EXCEPTING THEREOUT ALL MINES AND MINERALS PLAN 7517BP BLOCK 1 LOTS EXCEPTING THEREOUT ALL MINES AND MINERALS PLAN 7517BP BLOCK 1 LOTS 6 AND 7 EXCEPTING THEREOUT ALL MINES AND MINERALS PLAN 7517BP BLOCK 1 LOTS 16 AND 17 EXCEPTING THEREOUT ALL MINES AND MINERALS PLAN 8315AK BLOCK THIRTY FOUR (34) LOTS TWENTY TWO (22), TWENTY THREE (23) AND TWENTY FOUR (24) EXCEPTING THEREOUT: A PORTION OF SAID LOT TWENTY FOUR (24) FOR ROAD AS SHOWN ON ROAD PLAN 1888RS EXCEPTING THEREOUT ALL MINES AND MINERALS	Current By 17090526878

Block	Additional Information	Status
3	CONTINUING ON SCHEDULE "A": PLAN 8315AK BLOCK THIRTY FIVE (35) LOTS SEVENTEEN (17) EIGHTEEN (18) AND NINETEEN (19) EXCEPTING THEREOUT: ALL THAT PORTION TAKEN OUT OF LOT SEVENTEEN (17) FOR ROAD, AS SHOWN ON ROAD PLAN 1888RS EXCEPTING THEREOUT ALL MINES AND MINERALS PLAN 8315AK BLOCK 35 LOT 20 EXCEPTING THEREOUT ALL MINES AND MINERALS PLAN 8315AK BLOCK 35 LOTS 21 AND 22 EXCEPTING THEREOUT ALL MINES AND MINERALS PLAN 8315AK BLOCK35 LOTS 23 AND 24 EXCEPTING THEREOUT ALL MINES AND MINERALS PLAN 1476BV BLOCK ONE (1) LOTS NINETEEN (19) AND TWENTY (20) EXCEPTING THEREOUT - THE MOST NORTHERLY SIX (6) FEET IN UNIFORM WIDTH THROUGHOUT OF THE SAID LOTS EXCEPTING THEREOUT ALL MINES AND MINERALS PLAN 1476BV BLOCK 1 LOTS 23 TO 28 INCLUSIVE EXCEPTING THEREOUT ALL MINES AND MINERALS PLAN 1476BV BLOCK ONE (1) LOTS TWENTY NINE (29) AND THIRTY (30) EXCEPTING THEREOUT: THE WESTERLY TWENTY FIVE (25) FEET THROUGHOUT OF SAID LOT THIRTY (30) EXCEPTING THEREOUT ALL MINES AND MINERALS PLAN 141OAC BLOCK FIVE (5) LOT SIXTEEN (16) AND THE WEST HALF OF LOT FIFTEEN (15) EXCEPTING THEREOUT : 0.004 HECTARES MORE OR LESS TAKEN FROM LOT FIFTEEN (15) AND 0.004 HECTARES MORE OR LESS TAKEN FROM LOT SIXTEEN (16) BOTH UNDER ROAD PLAN 7722557 EXCEPTING THEREOUT ALL MINES AND MINERALS PLAN 1410AC BLOCK FIVE (5) LOTS SEVENTEEN (17) AND EIGHTEEN (18) EXCEPTING THEREOUT: 0.008 HECTARES MORE OR LESS TAKEN OUT OF LOT SEVENTEEN (17) UNDER ROAD PLAN 7722557 EXCEPTING THEREOUT ALL MINES AND MINERALS	Current By 17090526878

Block	Other Changes	Status
4	THIS REGISTRATION IS POSTPONED AND SUBORDINATED TO REGISTRATION NUMBER 117062718059 REGISTERED IN FAVOUR OF THE BANK OF NOVA SCOTIA AND ANY FINANCING CHANGE STATEMENT OR RENEWAL THEREOF WITH RESPECT TO THE LANDS SET OUT ON SCHEDULE "A" ATTACHED HERETO. PLAN 8315 A.K. BLOCK THIRTY FOUR (34) LOTS SEVENTEEN (17) AND EIGHTEEN (18) GRANDE PRAIRIE EXCEPTING THEREOUT: PART OUT OF LOT SEVENTEEN (17), AS SHOWN ON ROAD PLAN 8220183. EXCEPTING THEREOUT ALL MINES AND MINERALS PLAN 8315AK BLOCK 34 LOTS 19, 20 AND 21 EXCEPTING THEREOUT ALL MINES AND MINERALS PLAN 7517BP BLOCK 1 LOT 4 EXCEPTING THEREOUT ALL MINES AND MINERALS PLAN 7517BP BLOCK 1 LOTS EXCEPTING THEREOUT ALL MINES AND MINERALS PLAN 7517BP BLOCK 1 LOTS 6 AND 7 EXCEPTING THEREOUT ALL MINES AND MINERALS PLAN 7517BP BLOCK 1 LOTS 16 AND 17 EXCEPTING THEREOUT ALL MINES AND MINERALS PLAN 8315AK BLOCK THIRTY FOUR (34) LOTS TWENTY TWO (22), TWENTY THREE (23) AND TWENTY FOUR (24) EXCEPTING THEREOUT: A PORTION OF SAID LOT TWENTY FOUR (24) FOR ROAD AS SHOWN ON ROAD PLAN 1888RS EXCEPTING THEREOUT ALL MINES AND MINERALS	Current By 17090526899

Block	Additional Information	Status
5	CONTINUING ON SCHEDULE "A": PLAN 8315AK BLOCK THIRTY FIVE (35) LOTS SEVENTEEN (17) EIGHTEEN (18) AND NINETEEN (19) EXCEPTING THEREOUT: ALL THAT PORTION TAKEN OUT OF LOT SEVENTEEN (17) FOR ROAD, AS SHOWN ON ROAD PLAN 1888RS EXCEPTING THEREOUT ALL MINES AND MINERALS PLAN 8315AK BLOCK 35 LOT 20 EXCEPTING THEREOUT ALL MINES AND MINERALS PLAN 8315AK BLOCK 35 LOTS 21 AND 22 EXCEPTING THEREOUT ALL MINES AND MINERALS PLAN 8315AK BLOCK35 LOTS 23 AND 24 EXCEPTING THEREOUT ALL MINES AND MINERALS PLAN 1476BV BLOCK ONE (1) LOTS NINETEEN (19) AND TWENTY (20) EXCEPTING THEREOUT - THE MOST NORTHERLY SIX (6) FEET IN UNIFORM WIDTH THROUGHOUT OF THE SAID LOTS EXCEPTING THEREOUT ALL MINES AND MINERALS PLAN 1476BV BLOCK 1 LOTS 23 TO 28 INCLUSIVE EXCEPTING THEREOUT ALL MINES AND MINERALS PLAN 1476BV BLOCK ONE (1) LOTS TWENTY NINE (29) AND THIRTY (30) EXCEPTING THEREOUT: THE WESTERLY TWENTY FIVE (25) FEET THROUGHOUT OF SAID LOT THIRTY (30) EXCEPTING THEREOUT ALL MINES AND MINERALS PLAN 141OAC BLOCK FIVE (5) LOT SIXTEEN (16) AND THE WEST HALF OF LOT FIFTEEN (15) EXCEPTING THEREOUT : 0.004 HECTARES MORE OR LESS TAKEN FROM LOT FIFTEEN (15) AND 0.004 HECTARES MORE OR LESS TAKEN FROM LOT SIXTEEN (16) BOTH UNDER ROAD PLAN 7722557 EXCEPTING THEREOUT ALL MINES AND MINERALS PLAN 1410AC BLOCK FIVE (5) LOTS SEVENTEEN (17) AND EIGHTEEN (18) EXCEPTING THEREOUT: 0.008 HECTARES MORE OR LESS TAKEN OUT OF LOT SEVENTEEN (17) UNDER ROAD PLAN 7722557 EXCEPTING THEREOUT ALL MINES AND MINERALS	Current By 17090526899

Business Debtor Search For:

J.W. CARR HOLDINGS LTD.

Search ID #: Z16409405 **Date of Search:** 2023-Jul-31 **Time of Search:** 09:22:27

Registration Number: 11020245562
Registration Date: 2011-Feb-02

Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2026-Feb-02 23:59:59

Exact Match on: Debtor No: 5

Amendments to Registration

11050613155	Amendment	2011-May-06
11110413579	Amendment	2011-Nov-04
12011925244	Amendment	2012-Jan-19
12012705161	Amendment	2012-Jan-27
12031318007	Amendment	2012-Mar-13
12121116502	Amendment	2012-Dec-11
13062627279	Amendment	2013-Jun-26
13091031272	Amendment	2013-Sep-10
13102907156	Renewal	2013-Oct-29
16010722624	Renewal	2016-Jan-07
16100433141	Amendment	2016-Oct-04
17012620231	Amendment	2017-Jan-26
17021623786	Amendment	2017-Feb-16
17030214513	Amendment	2017-Mar-02
17030727871	Amendment	2017-Mar-07
17052631653	Amendment	2017-May-26
17090526787	Amendment	2017-Sep-05
17121219573	Amendment	2017-Dec-12
18052312879	Amendment	2018-May-23
18092031431	Amendment	2018-Sep-20

19061117649	Amendment	2019-Jun-11
20030227892	Amendment	2020-Mar-02

Debtor(s)

Block | **Status**: Current

1 SPRUCE GROVE INDUSTRIAL PARK INC.
2400, 10303 JASPER AVENUE
EDMONTON, AB T5J 3N6

Block | **Status**: Current

2 1496206 ALBERTA LTD.
2400, 10303 JASPER AVENUE
EDMONTON, AB T5J 3N6

Block | **Status**: Current

3 GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC.
2400, 10303 JASPER AVENUE
EDMONTON, AB T5J 3N6

Block | **Status**: Current

4 1170292 ALBERTA LTD.
2400, 10303 JASPER AVENUE
EDMONTON, AB T5J 3N6

Block | **Status**: Current

5 J.W. CARR HOLDINGS LTD.
2400, 10303 JASPER AVENUE
EDMONTON, AB T5J 3N6

Block | **Status**: Current

6 272649 ALBERTA LTD.
2400, 10303 JASPER AVENUE
EDMONTON, AB T5J 3N6

Block | **Status**: Current

7 JAMES WARREN CARR
2400, 10303 JASPER AVENUE
EDMONTON, AB T5J 3N6

Secured Party / Parties

Block		Status
1	ROMSPEN INVESTMENT CORPORATION 162 CUMBERLAND STREET, SUITE 300 TORONTO, ON M5R 3N5	Deleted by 20030227892

Block		Status
2	ROMSPEN INVESTMENT CORPORATION 162 CUMBERLAND STREET, SUITE 300 TORONTO, ON M5R 3N5 Email: StevenMucha@romspen.com	Current by 20030227892

Collateral: General

Block	Description	Status
1	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY PROCEEDS: ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED GOOD, MOTOR VEHICLES, ACCOUNTS, MONEY, CHATTEL PAPER, DOCUMENTS OF TITLE, SECURITIES, INSTRUMENTS, AND INTANGIBLES, AND ALL OTHER PROCEEDS OF EVERY DESCRIPTION AND OF ANY KIND WHATSOEVER DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALINGS WITH THE GENERAL COLLATERAL OR SERIAL NUMBER COLLATERAL (IF ANY) DESCRIBED ABOVE, OR PROCEEDS IF ANY SUCH PROCEEDS.	Current

Particulars

Block	Additional Information	Status
1	THIS REGISTRATION IS POSTPONED AND SUBORDINATED TO REGISTRATION NUMBER 11032329459 REGISTERED IN FAVOUR OF MCAP FINANCIAL CORPORATION, AND ANY FINANCING CHANGE STATEMENT OR RENEWAL THEREOF.	Current By 11050613155

Block	Additional Information	Status
2	PURSUANT TO A POSTPONEMENT AND SUBORDINATION AGREEMENT IN WRITING, ROMSPEN INVESTMENT CORPORATION S SECURITY AGREEMENTS REGISTERED AS REGISTRATIONS NUMBERED 11020245418, 11020245562, 11032215784 AND 11020245676 ARE POSTPONED AND SUBORDINATED TO THE FOLLOWING REGISTRATION IN FAVOUR OF CANADIAN WESTERN BANK, NAMELY: REGISTRATION NUMBER 11060919187.	Current By 11110413579

Block	Additional Information	Status
3	THIS REGISTRATION IS POSTPONED AND SUBORDINATED TO REGISTRATION NUMBER 11092328481 IN FAVOUR OF FIRST NATIONAL FINANCIAL GP CORPORATION AND ANY FINANCING CHANGE STATEMENT OR RENEWAL THEREOF.	Current By 12011925244

Block	Other Changes	Status
4	THIS REGISTRATION 11020245562 IS SUBORDINATED TO REGISTRATION NUMBER 12011215283 PURSUANT TO A POSTPONEMENT AND SUBORDINATION AGREEMENT ENTERED INTO BY THE SECURED PARTY IN FAVOUR OF ALBERTA TREASURY BRANCHES, DATED JANUARY 20, 2012.	Current By 12012705161

Block	Additional Information	Status
5	THIS REGISTRATION IS POSTPONED AND SUBORDINATED TO REGISTRATION NUMBER 11112822217 REGISTERED IN FAVOUR OF MCAP FINANCIAL CORPORATION, AND ANY FINANCING CHANGE STATEMENT OR RENEWAL REGISTERED IN RESPECT THEREOF	Current By 12031318007

Block	Additional Information	Status
6	THIS REGISTRATION IS POSTPONED TO REGISTRATION 12052214766, AS SET OUT IN THE POSTPONEMENT DATED THE 15TH DAY OF NOVEMBER, 2012 EXECUTED BY THE SECURED PARTY IN FAVOUR OF ALBERTA TREASURY BRANCHES.	Current By 12121116502

Block	Additional Information	Status
7	THIS REGISTRATION IS POSTPONED TO SECURITY AGREEMENT REGISTRATION NUMBER 13051526977 GRANTED BY THE DEBTOR, 272649 ALBERTA LTD., IN FAVOUR OF ALBERTA TREASURY BRANCHES	Current By 13062627279

Block	Other Changes	Status
8	THIS REGISTRATION 11020245562 IS SUBORDINATED TO REGISTRATION NUMBER 13090629185 PURSUANT TO A POSTPONEMENT AND SUBORDINATION AGREEMENT ENTERED INTO BY THE SECURED PARTY IN FAVOUR OF ALBERTA TREASURY BRANCHES, DATED SEPTEMBER 10, 2013.	Current By 13091031272

Block	Other Changes	Status
9	THIS REGISTRATION #11020245562 IS POSTPONED TO REGISTRATION NUMBER 16040625111 IN ACCORDANCE WITH THE POSTPONEMENT DATED THE 26TH DAY OF SEPTEMBER, 2016 EXECUTED BY THE SECURED PARTY IN FAVOUR OF DOWNING STREET FINANCIAL INC.	Current By 16100433141

Block	Other Changes	Status
10	THIS REGISTRATION IS POSTPONED TO REGISTRATION NUMBER 16012215667 AS SET OUT IN THE POSTPONEMENT EXECUTED BY THE SECURED PARTY IN FAVOUR OF JAYCAP FINANCIAL LTD.	Current By 17012620231

Block	Other Changes	Status
11	ROMSPEN INVESTMENT CORPORATION DOES HEREBY IRREVOCABLY AND UNCONDITIONALLY POSTPONE Its rights under that certain security agreement, as follows: Debtor:272649 Alberta Ltd. (the "Debtor") Registration Date: February 2,2011 Registration Number: 1102 0245 562 TO that certain security agreement granted by the Debtor in favour of Canadian Western Bank and registered at the Alberta Personal Property Registry on the 4th day of April, 2016 as registration number 1604 0426617 (the "Security Agreement"), and to the rights of Canadian Western Bank thereunder. THIS POSTPONEMENT is intended to be an absolute postponement in favour of all monies advanced or to be advanced under the Security Agreement, and all claims, rights and remedies thereunder and under any of them, so that the Security Agreement will take precedence and priority in ail respects as to principal, interest, claims, rights and remedies, Canadian Western Bank and/or its solicitors are hereby authorized to register this postponement at Alberta Personal Property Registry. IN WITNESS WHEREOF the undersigned has executed this postponement this 18th day of January, 2017. Romspen Investment Corporation per: Mary Gianfriddo Vice President	Deleted By 17030214513

Block	Other Changes	Status
12	ROMSPEN INVESTMENT CORPORATION DOES HEREBY IRREVOCABLY AND UNCONDITIONALLY POSTPONE Its rights under that certain security agreement, as follows: Debtor:272649 Alberta Ltd. (the "Debtor") Registration Date: February 2,2011 Registration Number: 1102 0245 562 TO that certain security agreement granted by the Debtor in favour of Canadian Western Bank and registered at the Alberta Personal Property Registry on the 4th day of April, 2016 as registration number 1604 0425617 (the "Security Agreement"), and to the rights of Canadian Western Bank thereunder. THIS POSTPONEMENT is intended to be an absolute postponement in favour of all monies advanced or to be advanced under the Security Agreement, and all claims, rights and remedies thereunder and under any of them, so that the Security Agreement will take precedence and priority in ail respects as to principal, interest, claims, rights and remedies, Canadian Western Bank and/or its solicitors are hereby authorized to register this postponement at Alberta Personal Property Registry. IN WITNESS WHEREOF the undersigned has executed this postponement this 18th day of January, 2017. Romspen Investment Corporation per: Mary Gianfriddo Vice President	Deleted By 17030727871

Block	Other Changes	Status
13	THIS REGISTRATION NUMBER 1102 0245 562 IS POSTPONED TO REGISTRATION NUMBER 1604 0425 617 IN ACCORDANCE WITH THE POSTPONEMENT DATED THE 18TH DAY OF JANUARY, 2017, EXECUTED BY THE SECURED PARTY IN FAVOUR OF CANADIAN WESTERN BANK.	Current By 17030727871

Block	Other Changes	Status
14	THIS REGISTRATION IS POSTPONED AND SUBORDINATED TO REGISTRATION NUMBER 17032734762 REGISTERED IN FAVOUR OF CALGARY CAPITAL & LEASING LTD. AND ANY FINANCING CHANGE STATEMENT OR RENEWAL THEREOF.	Current By 17052631653

Block	Other Changes	Status
15	THIS REGISTRATION IS POSTPONED AND SUBORDINATED TO REGISTRATION NUMBER 117062718059 REGISTERED IN FAVOUR OF THE BANK OF NOVA SCOTIA AND ANY FINANCING CHANGE STATEMENT OR RENEWAL THEREOF WITH RESPECT TO THE LANDS SET OUT ON SCHEDULE "A" ATTACHED HERETO. PLAN 8315 A.K. BLOCK THIRTY FOUR (34) LOTS SEVENTEEN (17) AND EIGHTEEN (18) GRANDE PRAIRIE EXCEPTING THEREOUT: PART OUT OF LOT SEVENTEEN (17), AS SHOWN ON ROAD PLAN 8220183. EXCEPTING THEREOUT ALL MINES AND MINERALS PLAN 8315AK BLOCK 34 LOTS 19, 20 AND 21 EXCEPTING THEREOUT ALL MINES AND MINERALS PLAN 7517BP BLOCK 1 LOT 4 EXCEPTING THEREOUT ALL MINES AND MINERALS PLAN 7517BP BLOCK 1 LOTS EXCEPTING THEREOUT ALL MINES AND MINERALS PLAN 7517BP BLOCK 1 LOTS 6 AND 7 EXCEPTING THEREOUT ALL MINES AND MINERALS PLAN 7517BP BLOCK 1 LOTS 16 AND 17 EXCEPTING THEREOUT ALL MINES AND MINERALS PLAN 8315AK BLOCK THIRTY FOUR (34) LOTS TWENTY TWO (22), TWENTY THREE (23) AND TWENTY FOUR (24) EXCEPTING THEREOUT: A PORTION OF SAID LOT TWENTY FOUR (24) FOR ROAD AS SHOWN ON ROAD PLAN 1888RS EXCEPTING THEREOUT ALL MINES AND MINERALS	Current By 17090526787

Block	Additional Information	Status
16	CONTINUING ON SCHEDULE "A": PLAN 8315AK BLOCK THIRTY FIVE (35) LOTS SEVENTEEN (17) EIGHTEEN (18) AND NINETEEN (19) EXCEPTING THEREOUT: ALL THAT PORTION TAKEN OUT OF LOT SEVENTEEN (17) FOR ROAD, AS SHOWN ON ROAD PLAN 1888RS EXCEPTING THEREOUT ALL MINES AND MINERALS PLAN 8315AK BLOCK 35 LOT 20 EXCEPTING THEREOUT ALL MINES AND MINERALS PLAN 8315AK BLOCK 35 LOTS 21 AND 22 EXCEPTING THEREOUT ALL MINES AND MINERALS PLAN 8315AK BLOCK35 LOTS 23 AND 24 EXCEPTING THEREOUT ALL MINES AND MINERALS PLAN 1476BV BLOCK ONE (1) LOTS NINETEEN (19) AND TWENTY (20) EXCEPTING THEREOUT - THE MOST NORTHERLY SIX (6) FEET IN UNIFORM WIDTH THROUGHOUT OF THE SAID LOTS EXCEPTING THEREOUT ALL MINES AND MINERALS PLAN 1476BV BLOCK 1 LOTS 23 TO 28 INCLUSIVE EXCEPTING THEREOUT ALL MINES AND MINERALS PLAN 1476BV BLOCK ONE (1) LOTS TWENTY NINE (29) AND THIRTY (30) EXCEPTING THEREOUT: THE WESTERLY TWENTY FIVE (25) FEET THROUGHOUT OF SAID LOT THIRTY (30) EXCEPTING THEREOUT ALL MINES AND MINERALS PLAN 141OAC BLOCK FIVE (5) LOT SIXTEEN (16) AND THE WEST HALF OF LOT FIFTEEN (15) EXCEPTING THEREOUT : 0.004 HECTARES MORE OR LESS TAKEN FROM LOT FIFTEEN (15) AND 0.004 HECTARES MORE OR LESS TAKEN FROM LOT SIXTEEN (16) BOTH UNDER ROAD PLAN 7722557 EXCEPTING THEREOUT ALL MINES AND MINERALS PLAN 1410AC BLOCK FIVE (5) LOTS SEVENTEEN (17) AND EIGHTEEN (18) EXCEPTING THEREOUT: 0.008 HECTARES MORE OR LESS TAKEN OUT OF LOT SEVENTEEN (17) UNDER ROAD PLAN 7722557 EXCEPTING THEREOUT ALL MINES AND MINERALS	Current By 17090526787

Block	Additional Information	Status
17	THIS REGISTRATION IS POSTPONED TO REGISTRATION NUMBER 17120626781 AS SET OUT IN THE SUBORDINATION/POSTPONEMENT AGREEMENT DATED DECEMBER 8, 2017 EXECUTED BY THE SECURED PARTY IN FAVOUR OF CANADIAN WESTERN BANK.	Current By 17121219573

Block	Additional Information	Status
18	THIS REGISTRATION IS POSTPONED TO REGISTRATION NOS. 18051535801 AND 18051535958 PURSUANT TO A POSTPONEMENT AGREEMENT ENTERED INTO BY THE SECURED PARTY IN FAVOUR OF STAHELI CONSTRUCTION CO. LTD. AS IT PERTAINS SOLELY TO THE LANDS LEGALLY DESCRIBED AS PLAN 1523374, BLOCK 7, LOT 3 AND PLAN 1523374, BLOCK 7, LOT 4, EXCEPTING THEREOUT ALL MINES AND MINERALS.	Current By 18052312879

Block	Other Changes	Status
19	THIS REGISTRATION IS SUBORDINATED AND POSTPONED IN FAVOUR OF ATB FINANCIAL PURSUANT TO A POSTPONEMENT AND SUBORDINATION OF SECURITY INTEREST AGREEMENT MADE AS OF THE 14TH DAY OF SEPTEMBER, 2	Current By 18092031431

Block	Additional Information	Status
20	THIS REGISTRATION IS POSTPONED TO REGISTRATION NOS. 19052219207 AND 19052219296 PURSUANT TO A POSTPONEMENT AGREEMENT DATED MAY 31, 2019 ENTERED INTO BY THE SECURED PARTY IN FAVOUR OF STAHELI CONSTRUCTION CO. LTD. AS IT PERTAINS SOLELY TO THE LANDS MUNICIPALLY DESCRIBED AS 12102 - 97 AVENUE, GRANDE PRAIRIE, ALBERTA AND LEGALLY DESCRIBED AS PLAN 1621254, BLOCK 4, LOT 8 EXCEPTING THEREOUT ALL MINES AND MINERALS.	Current By 19061117649

Block	Other Changes	Status
21	THIS REGISTRATION IS SUBORDINATED AND POSTPONED IN FAVOUR OF ATB FINANCIAL PURSUANT TO A POSTPONEMENT AND SUBORDINATION OF SECURITY INTEREST AGREEMENT MADE AS OF THE 13TH DAY OF FEBRUARY, 2020.	Current By 20030227892

Personal Property Registry
Search Results Report

Search ID #: Z16409405

Business Debtor Search For:
J.W. CARR HOLDINGS LTD.
Search ID #: Z16409405 **Date of Search:** 2023-Jul-31 **Time of Search:** 09:22:27

Registration Number: 11121915433
Registration Date: 2011-Dec-19

Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2030-Dec-19 23:59:59

Exact Match on: Debtor No: 1

Amendments to Registration

20072724394	Amendment And Renewal	2020-Jul-27

Debtor(s)

Block		Status
1	J.W. CARR HOLDINGS LTD. 2400, 10303 JASPER AVENUE EDMONTON, AB T5J 3N6	Current

Secured Party / Parties

Block		Status
1	ALBERTA TREASURY BRANCHES 11366 - 104 AVENUE EDMONTON, AB T5K 2W9	Deleted by 20072724394

Block		Status
2	ATB FINANCIAL 25TH FLOOR, 10020 - 100 STREET NW EDMONTON, AB T5J 0N3 Email: pprnotices@atb.com	Current by 20072724394

Block		Status
3	ATB FINANCIAL 11366 - 104 AVENUE EDMONTON, AB T5K 2W9 Email: pprnotices@atb.com	Current by 20072724394

Collateral: General

Block	Description	Status
1	ALL INDEBTEDNESS AND LIABILITIES, PRESENT AND FUTURE, OF 272649 ALBERTA LTD. TO THE DEBTOR AND ALL PROCEEDS THEREOF, ACCESSIONS THERETO AND SUBSTITUTIONS THEREFOR, INCLUDING WITHOUT LIMITATION, ALL GOODS, SECURITIES, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY (ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, ANY REGULATIONS THEREUNDER AND ANY AMENDMENTS THERETO).	Current

Business Debtor Search For:
J.W. CARR HOLDINGS LTD.

Search ID #: Z16409405 **Date of Search:** 2023-Jul-31 **Time of Search:** 09:22:27

Registration Number: 12050926205
Registration Date: 2012-May-09

Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2027-May-09 23:59:59

Exact Match on: Debtor No: 1

Amendments to Registration

13102907164	Renewal	2013-Oct-29
22040609658	Renewal	2022-Apr-06

Debtor(s)

Block **Status**
Current

1 J.W. CARR HOLDINGS LTD.
2400, 10303 JASPER AVENUE
EDMONTON, AB T5J 3N6

Block **Status**
Current

2 CARR, JAMES, WARREN
2400, 10303 JASPER AVENUE
EDMONTON, AB T5J 3N6

Block **Status**
Current

3 SPRUCE GROVE INDUSTRIAL PARK INC.
2400, 10303 JASPER AVENUE
EDMONTON, AB T5J 3N6

Block **Status**
Current

4 1496206 ALBERTA LTD.
2400, 10303 JASPER AVENUE
EDMONTON, AB T5J 3N6

Block		**Status**
		Current
5	GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC. 2400, 10303 JASPER AVENUE EDMONTON, AB T5J 3N6	

Block		**Status**
		Current
6	1170292 ALBERTA LTD. 2400, 10303 JASPER AVENUE EDMONTON, AB T5J 3N6	

Block		**Status**
		Current
7	JAMES W. CARR PROFESSIONAL CORPORATION 2400, 10303 JASPER AVENUE EDMONTON, AB T5J 3N6	

Secured Party / Parties

Block		**Status**
		Current
1	ROMSPEN INVESTMENT CORPORATION AS TRUSTEE 162 CUMBERLAND STREET, SUITE 300 TORONTO, ON M5R 3N5	

Collateral: General

Block	**Description**	**Status**
1	ALL SHARES IN AND DIVIDENDS, DEBTS, OR OTHER MONIES DUE TO THE DEBTORS OR ANY ONE OR MORE OF THEM FROM 272649 ALBERTA LTD. PROCEEDS: ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED GOODS, MOTOR VEHICLES, ACCOUNTS, MONEY, CHATTEL PAPER, DOCUMENTS OF TITLE, SECURITIES, INSTRUMENTS, AND INTANGIBLES, AND ALL OTHER PROCEEDS OF EVERY DESCRIPTION AND OF ANY KIND WHATSOEVER DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALINGS WITH THE GENERAL COLLATERAL OR SERIAL NUMBER COLLATERAL (IF ANY) DESCRIBED ABOVE, OR PROCEEDS IF ANY SUCH PROCEEDS.	Current

Business Debtor Search For:
J.W. CARR HOLDINGS LTD.
Search ID #: Z16409405 **Date of Search:** 2023-Jul-31 **Time of Search:** 09:22:27

Registration Number: 12052215027 Registration Type: SECURITY AGREEMENT
Registration Date: 2012-May-22 Registration Status: Current
Expiry Date: 2027-May-22 23:59:59

Exact Match on: Debtor No: 1

Amendments to Registration

18022822756	Amendment	2018-Feb-28
21102927384	Amendment And Renewal	2021-Oct-29

Debtor(s)

Block **Status**
Current

1 J.W. CARR HOLDINGS LTD.
2400, 10303 JASPER AVENUE
EDMONTON, AB T5J 3N6

Block **Status**
Deleted by 18022822756

2 CARR, JAMES, WARREN
2400, 10303 JASPER AVENUE
EDMONTON, AB T5J 3N6

Birth Date: 1952-May-01

Secured Party / Parties

Block **Status**
Deleted by 21102927384

1 ALBERTA TREASURY BRANCHES
11366 - 104 AVENUE
EDMONTON, AB T5K 2W9

Block **Status**
Current by 21102927384

2 ALBERTA TREASURY BRANCHES
11366 - 104 AVENUE
EDMONTON, AB T5K 2W9
Email: pprnotices@atb.com

Collateral: General

Block	Description	Status
1	ALL INDEBTEDNESS AND LIABILITIES, PRESENT AND FUTURE, NOW OR HEREAFTER OWED BY 1496206 ALBERTA LTD. TO ANY ONE OR MORE OF THE DEBTOR(S) AND ALL PROCEEDS THEREOF, ACCESSIONS THERETO AND SUBSTITUTIONS THEREFOR, INCLUDING WITHOUT LIMITATION, ALL GOODS, SECURITIES, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY (ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, ANY REGULATIONS THEREUNDER AND ANY AMENDMENTS THERETO).	Current

Business Debtor Search For:

J.W. CARR HOLDINGS LTD.

Search ID #: Z16409405 **Date of Search:** 2023-Jul-31 **Time of Search:** 09:22:27

Registration Number: 13011422354
Registration Date: 2013-Jan-14

Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2028-Jan-14 23:59:59

Exact Match on: Debtor No: 1

Amendments to Registration

17122011983	Renewal	2017-Dec-20
22111622287	Renewal	2022-Nov-16

Debtor(s)

Block		Status
1	J. W. CARR HOLDINGS LTD. 2400, 10303 JASPER AVENUE EDMONTON, AB T5J 3N6	Current

Secured Party / Parties

Block		Status
1	BANK OF MONTREAL 9405 - 50TH STREET EDMONTON, AB T6B 2T4	Current

Collateral: General

Block	Description	Status
1	ALL DEBTS AND LIABILITIES, PRESENT AND FUTURE, DIRECT AND INDIRECT, ABSOLUTE AND CONTINGENT OF 272649 ALBERTA LTD. TO THE DEBTOR. PROCEEDS: ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.	Current

Business Debtor Search For:

J.W. CARR HOLDINGS LTD.

Search ID #: Z16409405 **Date of Search:** 2023-Jul-31 **Time of Search:** 09:22:27

Registration Number: 13052318869 Registration Type: SECURITY AGREEMENT

Registration Date: 2013-May-23 Registration Status: Current

Expiry Date: 2028-May-23 23:59:59

Exact Match on: Debtor No: 1

Amendments to Registration

18052241023	Renewal	2018-May-22
23041815935	Renewal	2023-Apr-18

Debtor(s)

Block **Status**

1 J.W. CARR HOLDINGS LTD. Current
2400, 10303 JASPER AVENUE
EDMONTON, AB T5J 3N6

Secured Party / Parties

Block **Status**

1 BANK OF MONTREAL Current
10705 WEST SIDE DRIVE
GRANDE PRAIRIE, AB T8V 8E6

Phone #: 780 538 8167 Fax #: 780 538 8162

Collateral: General

Block	Description	Status
1	ALL DEBTS AND LIABILITIES, PRESENT AND FUTURE, DIRECT AND INDIRECT, ABSOLUTE AND CONTINGENT OF R'OHAN RIG SERVICES LTD. TO THE DEBTOR. PROCEEDS: ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.	Current

Business Debtor Search For:
J.W. CARR HOLDINGS LTD.
Search ID #: Z16409405 **Date of Search:** 2023-Jul-31 **Time of Search:** 09:22:27

Registration Number: 13052321469
Registration Date: 2013-May-23

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

Exact Match on: Debtor No: 1

Amendments to Registration

18041332263	Renewal	2018-Apr-13
23041815897	Renewal	2023-Apr-18

Debtor(s)

Block		Status
1	J.W. CARR HOLDINGS LTD. 2400, 10303 JASPER AVENUE EDMONTON, AB T5J 3N6	Current

Secured Party / Parties

Block		Status
1	BANK OF MONTREAL 10705 WEST SIDE DRIVE GRANDE PRAIRIE, AB T8V 8E6 Phone #: 780 538 8167 Fax #: 780 538 8162	Current

Collateral: General

Block	Description	Status
1	ALL DEBTS AND LIABILITIES, PRESENT AND FUTURE, DIRECT AND INDIRECT, ABSOLUTE AND CONTINGENT OF R'OHAN WELL SERVICES LTD. TO THE DEBTOR. PROCEEDS: ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.	Current

Business Debtor Search For:

J.W. CARR HOLDINGS LTD.

Search ID #: Z16409405 **Date of Search:** 2023-Jul-31 **Time of Search:** 09:22:27

Registration Number: 13073017944 Registration Type: SECURITY AGREEMENT

Registration Date: 2013-Jul-30 Registration Status: Current

Expiry Date: 2028-Jul-30 23:59:59

Exact Match on: Debtor No: 1

Amendments to Registration

18060524326	Renewal	2018-Jun-05
23061911135	Renewal	2023-Jun-19

Debtor(s)

Block		Status
1	J.W. CARR HOLDINGS LTD. 2400, 10303 JASPER AVENUE EDMONTON, AB T5J 3N6	Current

Secured Party / Parties

Block		Status
1	BANK OF MONTREAL 10705 WEST SIDE DRIVE GRANDE PRAIRIE, AB T8V 8E6 Phone #: 780 538 8160 Fax #: 780 538 8164	Current

Collateral: General

Block	Description	Status
1	ALL DEBTS AND LIABILITIES, PRESENT AND FUTURE, DIRECT AND INDIRECT, ABSOLUTE AND CONTINGENT OF GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC. TO THE DEBTOR. PROCEEDS: ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.	Current

Business Debtor Search For:

J.W. CARR HOLDINGS LTD.

Search ID #: Z16409405 **Date of Search:** 2023-Jul-31 **Time of Search:** 09:22:27

Registration Number: 15060508128
Registration Date: 2015-Jun-05

Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2025-Jun-05 23:59:59

Exact Match on: Debtor No: 1

Amendments to Registration

18071702490	Amendment	2018-Jul-17
20060127993	Renewal	2020-Jun-01

Debtor(s)

Block		Status
1	J.W. CARR HOLDINGS LTD. 2400, 10303 JASPER AVENUE EDMONTON, AB T5J 3N6	Current

Secured Party / Parties

Block		Status
1	CANADIAN WESTERN BANK 100, 12230 JASPER AVENUE EDMONTON, AB T5N 3K3 Phone #: 780 424 4846 Fax #: 780 424 0584	Deleted by 18071702490

Block		Status
2	CANADIAN WESTERN BANK 201, 12230 JASPER AVENUE EDMONTON, AB T5N 3K3 Phone #: 780 424 4846 Fax #: 780 424 0584	Current by 18071702490

Collateral: General

Block	Description	Status
1	ALL DEBTS AND LIABILITIES, PRESENT AND FUTURE, DIRECT AND INDIRECT, ABSOLUTE AND CONTINGENT OF 272649 ALBERTA LTD. TO THE DEBTOR. PROCEEDS: ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.	Current

Business Debtor Search For:

J.W. CARR HOLDINGS LTD.

Search ID #: Z16409405 **Date of Search:** 2023-Jul-31 **Time of Search:** 09:22:27

Registration Number: 15111018919
Registration Date: 2015-Nov-10

Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2025-Nov-10 23:59:59

Exact Match on: Debtor No: 2

Amendments to Registration

18022822836	Amendment	2018-Feb-28

Debtor(s)

Block **Status**

1 MARA DEVELOPMENT CORPORATION LTD. — Current
SITE 1, COMP 4, R.R. 3, STN. MAIN
ST. ALBERT, AB T8N 7E5

Block **Status**

2 J. W. CARR HOLDINGS LTD. — Current
SITE 1, COMP 4, R.R. 3, STN. MAIN
ST. ALBERT, AB T8N 7E5

Block **Status**

3 HCR DEVELOPMENTS LTD. — Current
SITE 1, COMP 4, R.R. 3, STN. MAIN
ST. ALBERT, AB T8N 7E5

Block **Status**

4 MARIAN, WILLIAM, DAVID — Current
SITE 1, COMP 4, R.R. 3, STN. MAIN
ST. ALBERT, AB T8N 7E5

Birth Date:
1939-Jun-29

Block			**Status**
5	CARR, JAMES, WARREN SITE 1, COMP 4, R.R. 3, STN. MAIN ST. ALBERT, AB T8N 7E5	Birth Date: 1952-May-01	Deleted by 18022822836

Block			**Status**
6	REYNOLDS, HALLOWAY, CLIFFORD SITE 1, COMP 4, R.R. 3, STN. MAIN ST. ALBERT, AB T8N 7E5	Birth Date: 1947-Aug-05	Current

Secured Party / Parties

Block		**Status**
1	ALBERTA TREASURY BRANCHES 15548 STONY PLAIN ROAD EDMONTON, AB T5P 3Z2	Current

Collateral: General

Block	**Description**	**Status**
1	ALL PRESENT AND FUTURE INDEBTEDNESS OF MARA DEVELOPMENTS (2002) CORP. TO ANY ONE OR MORE OF THE DEBTORS TOGETHER WITH ALL EVIDENCE OF THE INDEBTEDNESS AND ALL NEGOTIABLE INSTRUMENTS, SECURITIES, CHATTEL PAPER AND OTHER SECURITY HELD BY ANY ONE OR MORE OF THE DEBTORS IN CONNECTION WITH THE INDEBTEDNESS. PROCEEDS: ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF ANY ONE OR MORE OF THE DEBTORS.	Current

Particulars

Block	**Additional Information**	**Status**
1	This registration is a re-registration of registration 08051232713 pursuant to section 35 (7) of the Personal Property Security Act.	Current

Business Debtor Search For:

J.W. CARR HOLDINGS LTD.

Search ID #: Z16409405 **Date of Search:** 2023-Jul-31 **Time of Search:** 09:22:27

Registration Number:	17062729455	Registration Type:	SECURITY AGREEMENT
Registration Date:	2017-Jun-27	Registration Status:	Current
		Expiry Date:	2027-Jun-27 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block		Status
1	J.W. CARR HOLDINGS LTD. 2400, 10303 JASPER AVENUE EDMONTON, AB T5J 3N6	Current

Secured Party / Parties

Block		Status
1	THE BANK OF NOVA SCOTIA 20 QUEEN STREET WEST, 4TH FLOOR TORONTO, ON M5H 3R3	Current

Collateral: General

Block	Description	Status
1	ALL ACCOUNTS, INTANGIBLES, DEBTS, DEMANDS AND CHOSES IN ACTION, BOTH PRESENT AND FUTURE, OF WHATSOEVER NATURE OR KIND OF GRANDE PRAIRIE PLACE ENTERPRISES (1996) INC. TO THE DEBTOR INCLUDING WITHOUT LIMITATION, ALL ACCOUNTS, INTANGIBLES, DEBTS, DEMANDS AND CHOSES IN ACTION EVIDENCED BY CHATTEL PAPER, AN INSTRUMENT OR A SECURITY, AND ALL MONEY RECEIVED BY THE DEBTOR IN PAYMENT OF ANY OF THE SAID ACCOUNTS, INTANGIBLES, DEBTS, DEMANDS AND CHOSES IN ACTION.	Current
2	PROCEEDS: ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.	Current

Business Debtor Search For:

J.W. CARR HOLDINGS LTD.

Search ID #: Z16409405 **Date of Search:** 2023-Jul-31 **Time of Search:** 09:22:27

Registration Number: 17091515127
Registration Date: 2017-Sep-15

Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2027-Sep-15 23:59:59

Exact Match on: Debtor No: 1

Amendments to Registration

17091519164	Amendment	2017-Sep-15
22062011277	Renewal	2022-Jun-20

Debtor(s)

Block		Status
1	J. W. CARR HOLDINGS LTD. 2400 10303 JASPER AVENUE EDMONTON, AB T5J 3N6	Current

Secured Party / Parties

Block		Status
1	CANADIAN WESTERN BANK 300, 700 ST. ALBERT TRAIL ST. ALBERT, AB T8N 7J7	Current

Collateral: General

Block	Description	Status
1	ALL DEBTS AND LIABILITIES, PRESENT AND FUTURE, DIRECT AND INDIRECT, ABSOLUTE AND CONTINGENT OF ALL WEST DEMOLITION LTD. TO THE DEBTOR, AND ALL PROCEEDS THEREOF.	Deleted By 17091519164
2	ALL DEBTS AND LIABILITIES, PRESENT AND FUTURE, DIRECT AND INDIRECT, ABSOLUTE AND CONTINGENT OF 2057223 ALBERTA LTD. TO THE DEBTOR, AND ALL PROCEEDS THEREOF.	Current By 17091519164

Business Debtor Search For:

J.W. CARR HOLDINGS LTD.

Search ID #: Z16409405 **Date of Search:** 2023-Jul-31 **Time of Search:** 09:22:27

Registration Number: 18051033151
Registration Date: 2018-May-10

Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2034-May-10 23:59:59

Exact Match on: Debtor No: 1

Amendments to Registration

23032113708	Amendment And Renewal	2023-Mar-21

Debtor(s)

Block		Status
1	J.W CARR HOLDINGS LTD. 2400-10303 JASPER AVE NW EDMONTON, AB T5J 3N6	Current

Secured Party / Parties

Block		Status
1	SERVUS CREDIT UNION LTD. 151 KARL CLARK ROAD NW EDMONTON, AB T6N 1H5 Phone #: 877 378 8728 Fax #:	Deleted by 23032113708

Block		Status
2	SERVUS CREDIT UNION LTD. 151 KARL CLARK ROAD NW EDMONTON, AB T6N 1H5 Email: rms@servus.ca	Current by 23032113708

Collateral: General

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

Business Debtor Search For:
J.W. CARR HOLDINGS LTD.
Search ID #: Z16409405 **Date of Search:** 2023-Jul-31 **Time of Search:** 09:22:27

Registration Number: 18090724524 Registration Type: SECURITY AGREEMENT
Registration Date: 2018-Sep-07 Registration Status: Current
Expiry Date: 2028-Sep-07 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block		Status
1	J. W. CARR HOLDINGS LTD. 2400, 10303 JASPER AVENUE EDMONTON, AB T5J 3N6	Current

Secured Party / Parties

Block		Status
1	ATB FINANCIAL 25TH FLOOR, 10020 - 100 STREET NW EDMONTON, AB T5J 0N3	Current

Collateral: General

Block	Description	Status
1	ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR, USED IN CONNECTION WITH, LOCATED IN OR UPON, PAYABLE OR ARISING FROM OR IN RESPECT OF OR PERTAINING TO THE LANDS LEGALLY DESCRIBED AS: PLAN 1025674, BLOCK 1, LOT 1A PLAN 1124406, BLOCK 2, LOT 7 PLAN 0728886, BLOCK 2, LOT 3 PLAN 0728886, BLOCK 3, LOT 3 PLAN 0728886, BLOCK 3, LOT 7 PLAN 0728886, BLOCK 4, LOT 1 PLAN 1421723, BLOCK 4, LOT 5 PROCEEDS: ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.	Current

Government of Alberta

Business Debtor Search For:

J.W. CARR HOLDINGS LTD.

Search ID #: Z16409405 **Date of Search:** 2023-Jul-31 **Time of Search:** 09:22:27

Registration Number:	19041714059	Registration Type:	SECURITY AGREEMENT
Registration Date:	2019-Apr-17	Registration Status:	Current
		Expiry Date:	2030-Apr-17 23:59:59

Exact Match on: Debtor No: 1

Amendments to Registration

20022705753	Amendment And Renewal	2020-Feb-27

Debtor(s)

Block			Status
1	J. W. CARR HOLDINGS LTD. 2400, 10303 JASPER AVENUE EDMONTON, AB T5J 3N6		Current
2	CARR, MARJORIE, ANN 2400, 10303 JASPER AVENUE EDMONTON, AB T5J 3N6	Birth Date: 1957-Dec-09	Current

Secured Party / Parties

Block		Status
1	ATB FINANCIAL 25TH FLOOR, 10020 - 100 STREET NW EDMONTON, AB T5J 0N3	Deleted by 20022705753
2	ATB FINANCIAL 25TH FLOOR, 10020 - 100 STREET NW EDMONTON, AB T5J 0N3 Email: pprnotices@atb.com	Current by 20022705753

Collateral: General

Block	Description	Status
1	ALL PRESENT AND FUTURE INDEBTEDNESS OF SG149 ALBERTA LTD. TO ANY ONE OR MORE OF THE DEBTORS TOGETHER WITH ALL EVIDENCE OF THE INDEBTEDNESS AND ALL NEGOTIABLE INSTRUMENTS, SECURITIES, CHATTEL PAPER AND OTHER SECURITY HELD BY ANY ONE OR MORE OF THE DEBTORS IN CONNECTION WITH THE INDEBTEDNESS. PROCEEDS: ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF ANY ONE OR MORE OF THE DEBTORS.	Current

Business Debtor Search For:

J.W. CARR HOLDINGS LTD.

Search ID #: Z16409405 **Date of Search:** 2023-Jul-31 **Time of Search:** 09:22:27

Registration Number: 19112128207
Registration Date: 2019-Nov-21

Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2029-Nov-21 23:59:59

Exact Match on: Debtor No: 1

Amendments to Registration

20033043058	Amendment	2020-Mar-30
22011726956	Amendment	2022-Jan-17

Debtor(s)

Block		Status
1	J.W. CARR HOLDINGS LTD. #2400, 10303 JASPER AVENUE EDMONTON, AB T5J 3N6	Current

Secured Party / Parties

Block		Status
1	ROYNAT INC. SUITE 1700, 225 6 AVENUE SW CALGARY, AB T2P 1N2 Email: 3rdpartyrequest@roynat.com	Current

Collateral: General

Block	Description	Status
1	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR EXCEPT FOR PERSONAL PROPERTY NOT LOCATED ON OR USED IN RELATION TO THE REAL PROPERTY DESCRIBED AS 9602 - 118 STREET, GRANDE PRAIRIE, ALBERTA AND 12006 99 AVENUE, GRANDE PRAIRIE, ALBERTA	Deleted By 20033043058
2	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR EXCEPT FOR PERSONAL PROPERTY NOT LOCATED ON OR USED IN RELATION TO THE REAL PROPERTY DESCRIBED AS 9602 - 118 STREET, GRANDE PRAIRIE, ALBERTA, 12006 99 AVENUE, GRANDE PRAIRIE, ALBERTA AND 9902 120 STREET, GRANDE PRAIRIE, ALBERTA.	Deleted By 22011726956

3	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR EXCEPT FOR PERSONAL PROPERTY NOT LOCATED ON OR USED IN RELATION TO THE REAL PROPERTY DESCRIBED AS 9602 - 118 STREET, GRANDE PRAIRIE, ALBERTA.	Current By 22011726956

Business Debtor Search For:

J.W. CARR HOLDINGS LTD.

Search ID #: Z16409405 **Date of Search:** 2023-Jul-31 **Time of Search:** 09:22:27

Registration Number: 20032519704 Registration Type: SECURITY AGREEMENT
Registration Date: 2020-Mar-25 Registration Status: Current
Expiry Date: 2025-Mar-25 23:59:59

Exact Match on: Debtor No: 2

Debtor(s)

Block **Status**

1 CARR, MARJORIE Current
37 WINDSOR ESTATES
SHERWOOD PARK, AB T8B 1M8

Birth Date:
1957-Dec-12

Block **Status**

2 J. W. CARR HOLDINGS LTD. Current
2400-10303 JASPER AVE
EDMONTON, AB T5J 3N6

Secured Party / Parties

Block **Status**

1 CANADIAN WESTERN BANK - CREDIT SUPPORT, NAB REGION Current
201, 12230 JASPER AVENUE
EDMONTON, AB T5N 3K3

Phone #: 780 421 5582 Fax #: 800 392 3015

Email: CSNA.Collsec@cwbank.com

Collateral: General

Block	Description	Status
1	All indebtedness, present and future, direct and indirect, absolute and contingent of J. W. CARR HOLDINGS LTD.to the debtor and all proceeds including, without limitation, all goods, securities, instruments,documents of title, chattel paper, intangibles and money (all as defined in the Personal Property Security Act, and regulations thereunder and any amendments thereto).	Current

Personal Property Registry
Search Results Report

Search ID #: Z16409405

Business Debtor Search For:
J.W. CARR HOLDINGS LTD.
Search ID #: Z16409405 **Date of Search:** 2023-Jul-31 **Time of Search:** 09:22:27

Registration Number: 20082526952
Registration Date: 2020-Aug-25
Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2031-Aug-25 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block		Status
1	J. W. CARR HOLDINGS LTD. 2400, 10303 JASPER AVENUE EDMONTON, AB T5J3N6	Current

Secured Party / Parties

Block		Status
1	SERVUS CREDIT UNION LTD. 151 KARL CLARK ROAD NW EDMONTON, AB T6N1H5 Email: rms@servus.ca	Current

Collateral: General

Block	Description	Status
1	All Present and After Acquired Personal Property of the Debtor and Proceeds Thereof	Current

Business Debtor Search For:

J.W. CARR HOLDINGS LTD.

Search ID #: Z16409405 **Date of Search:** 2023-Jul-31 **Time of Search:** 09:22:27

Registration Number: 22030928253 Registration Type: SECURITY AGREEMENT
Registration Date: 2022-Mar-09 Registration Status: Current
Expiry Date: 2032-Mar-09 23:59:59

Exact Match on: Debtor No: 8

Amendments to Registration

22042520968	Amendment	2022-Apr-25

Debtor(s)

Block **Status**
Current

1 FLEMING, WARD
2400, 10303 JASPER AVENUE
EDMONTON, AB T5J 3N6

Birth Date:
1970-Aug-06

Block **Status**
Current

2 CRANSTON, DAVID
24119 TOWNSHIP ROAD 554
STURGEON COUNTY, AB T8T 1X7

Birth Date:
1972-Dec-18

Block **Status**
Current

3 CARR, MARJORIE
2400, 10303 JASPER AVENUE
EDMONTON, AB T5J 3N6

Birth Date:
1957-Dec-09

Block **Status**
Current

4 TID HOLDINGS INC.
2500, 10220 - 103 AVENUE NW
EDMONTON, AB T5J 0K4

Block		Status
5	2340355 ALBERTA LTD. 600, 12220 STONY PLAIN ROAD NW EDMONTON, AB T5N 3Y4	Current

Block		Status
6	272649 ALBERTA LTD. 2400, 10303 JASPER AVENUE EDMONTON, AB T5J 3N6	Deleted by 22042520968

Block		Status
7	PROFECTUS CAPITAL INC. 2400, 10303 JASPER AVENUE EDMONTON, AB T5J 3N6	Current

Block		Status
8	J.W. CARR HOLDINGS LTD. 2400, 10303 JASPER AVENUE EDMONTON, AB T5J 3N6	Current by 22042520968

Secured Party / Parties

Block		Status
1	MCAP FINANCIAL CORPORATION SUITE 2500, 140-4 AVENUE SW CALGARY, AB T2P 3N3 Email: calgary_funding@mcap.com	Current

Collateral: General

Block	Description	Status
1	All debts and liabilities, present and future, of 114 Development Ltd. to the Debtor. Proceeds: goods, documents of title, chattel paper, instruments, money, securities and intangibles (all as defined in the Personal Property Security Act (Alberta)).	Current

Business Debtor Search For:
J.W. CARR HOLDINGS LTD.
Search ID #: Z16409405 **Date of Search:** 2023-Jul-31 **Time of Search:** 09:22:27

Registration Number: 22052515387
Registration Date: 2022-May-25

Registration Type: WRIT OF ENFORCEMENT
Registration Status: Current
Expiry Date: 2024-May-25 23:59:59

Issued in Edmonton Judicial Centre
Court File Number is 2203 02632
Judgment Date is 2022-Apr-26
This Writ was issued on 2022-May-24
Type of Judgment is Other

Original Judgment Amount: $2,464,479.50
Post Judgment Interest: $0.00

Costs Are: $2,008.77
Current Amount Owing: $2,468,488.27

Exact Match on: Debtor No: 3

Amendments to Registration

22072224925	Amendment	2022-Jul-22

Solicitor / Agent

MCLENNAN ROSS LLP
600, 12220 STONY PLAIN ROAD NW
EDMONTON, AB T5N 3Y4
Phone #: 780 482 9200 Fax #: 780 482 9100 Reference #: 20214654
Email: info@mross.com

Debtor(s)

Block		Status
1	272649 ALBERTA LTD C/O 2400, 10303 JASPER AVE EDMONTON, AB T5J 3N6	Current

Block		**Status**
2	J.W. CARR HOLDINGS LTD - -, XX -	Deleted by 22072224925

Block		**Status**
3	J.W. CARR HOLDINGS LTD. C/O 2400, 10303 JASPER AVENUE EDMONTON, AB T5J 3N6	Current by 22072224925

Creditor(s)

Block		**Status**
1	MIKLOSKO FAMILY TRUST C/O 600, 12220 STONY PLAIN ROAD NW EDMONTON, AB T5N 3Y4 Email: info@mross.com	Current

Business Debtor Search For:

J.W. CARR HOLDINGS LTD.

Search ID #: Z16409405 **Date of Search:** 2023-Jul-31 **Time of Search:** 09:22:27

Registration Number: 22110416702
Registration Date: 2022-Nov-04

Registration Type: WRIT OF ENFORCEMENT
Registration Status: Current
Expiry Date: 2024-Nov-04 23:59:59

Issued in Red Deer Judicial Centre
Court File Number is 2210 00215
Judgment Date is 2022-Sep-13
This Writ was issued on 2022-Nov-02
Type of Judgment is Other

Original Judgment Amount: $423,285.49
Costs Are: $3,760.00
Post Judgment Interest: $0.00
Current Amount Owing: $427,045.49

Exact Match on: Debtor No: 1

Solicitor / Agent

WARREN SINCLAIR LLP
600, 4911 51 STREET
RED DEER, AB T4N 6V4
Phone #: 403 343 3320 Fax #: 403 343 6069 Reference #: 123306KLL
Email: klavery@warrensinclair.com

Debtor(s)

Block		Status
1	J.W. CARR HOLDINGS LTD. 2400-10303 JASPER AVE NW EDMONTON, AB T5J 3N6	Current

Creditor(s)

Block		Status
1	HUYSMANS TRUCKING ALBERTA LTD. RR 1 SITE 19 BOX 2 PONOKA, AB T4J 1R1	Current

Email: harry@allwestdemo.com

Personal Property Registry
Search Results Report

Search ID #: Z16409405

Business Debtor Search For:
J.W. CARR HOLDINGS LTD.
Search ID #: Z16409405 **Date of Search:** 2023-Jul-31 **Time of Search:** 09:22:27

Registration Number: 22110417214
Registration Date: 2022-Nov-04
Registration Type: WRIT OF ENFORCEMENT
Registration Status: Current
Expiry Date: 2024-Nov-04 23:59:59

Issued in Red Deer Judicial Centre
Court File Number is 2210 00215
Judgment Date is 2022-Sep-13
This Writ was issued on 2022-Nov-02
Type of Judgment is Other
Original Judgment Amount: $506,621.34
Costs Are: $3,760.00
Post Judgment Interest: $0.00
Current Amount Owing: $510,381.34

Exact Match on: Debtor No: 2

Solicitor / Agent

WARREN SINCLAIR LLP
600, 4911 51 STREET
RED DEER, AB T4N 6V4
Phone #: 403 343 3320 Fax #: 403 343 6069 Reference #: 123306KLL
Email: klavery@warrensinclair.com

Debtor(s)

Block		Status
1	272649 ALBERTA LTD. 2400-10303 JASPER AVE NW EDMONTON, AB T5J 3N6	Current

Block		Status
2	J.W. CARR HOLDINGS LTD. 2400-10303 JASPER AVE NW EDMONTON, AB T5J 3N6	Current

Personal Property Registry
Search Results Report

Search ID #: Z16409405

Creditor(s)

Block		Status
1	HUYSMANS FARMS LTD. RR 1 SITE 19 BOX 2 PONOKA, AB T4J 1R1 Email: harry@allwestdemo.com	Current

Personal Property Registry
Search Results Report

Search ID #: Z16409405

Business Debtor Search For:
J.W. CARR HOLDINGS LTD.
Search ID #: Z16409405 **Date of Search:** 2023-Jul-31 **Time of Search:** 09:22:27

Registration Number: 22121510582 Registration Type: SECURITY AGREEMENT
Registration Date: 2022-Dec-15 Registration Status: Current
Expiry Date: 2032-Dec-15 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block		Status
1	J.W. CARR HOLDINGS LTD. 2400-10303 JASPER AVE NW EDMONTON, AB T5J 3N6	Current

Secured Party / Parties

Block		Status
1	BROADFOOT, MICHAEL, G. 163 WILDWOOD DRIVE SW CALGARY, AB T3C 3C8 Email: mike.broadfoot@icloud.com	Current

Collateral: General

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

Business Debtor Search For:

J.W. CARR HOLDINGS LTD.

Search ID #: Z16409405 **Date of Search:** 2023-Jul-31 **Time of Search:** 09:22:27

Registration Number: 22121510707
Registration Date: 2022-Dec-15

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

Exact Match on: Debtor No: 1

Debtor(s)

Block		Status
1	J.W. CARR HOLDINGS LTD. 2400-10303 JASPER AVE NW EDMONTON, AB T5J 3N6	Current

Secured Party / Parties

Block		Status
1	BROADFOOT, MICHAEL, G. 163 WILDWOOD DRIVE SW CALGARY, AB T3C 3C8 Email: mike.broadfoot@icloud.com	Current

Business Debtor Search For:

J.W. CARR HOLDINGS LTD.

Search ID #: Z16409405 **Date of Search:** 2023-Jul-31 **Time of Search:** 09:22:27

Registration Number: 23041730449
Registration Date: 2023-Apr-17

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

Exact Match on: Debtor No: 1

Debtor(s)

Block		Status
1	J. W. CARR HOLDINGS LTD. 2400, 10303 JASPER AVENUE EDMONTON, AB T5J 3N6	Current

Secured Party / Parties

Block		Status
1	SERVUS CREDIT UNION LTD. 151 KARL CLARK ROAD EDMONTON, AB T6W 2H5 Email: rms@servus.ca	Current

Result Complete

This is Exhibit W to the affidavit of

Michael G. Broadfoot affirmed on

LAND TITLE CERTIFICATE

S

LINC	SHORT LEGAL	TITLE NUMBER
0012 440 210	8020127;17;1	162 322 982

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

ESTATE: FEE SIMPLE
ATS REFERENCE: 6;6;71;22;SW

MUNICIPALITY: CITY OF GRANDE PRAIRIE

REFERENCE NUMBER: 132 361 848

REGISTERED OWNER(S)

REGISTRATION	DATE(DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
162 322 982	16/11/2016	TRANSFER OF LAND	$2,200,000	$2,200,000

OWNERS

272649 ALBERTA LTD.
OF 2400, 10303 JASPER AVE
EDMONTON
ALBERTA T5J 3N6

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
772 041 642	10/03/1977	ZONING REGULATIONS BY - HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE DEPARTMENT OF TRANSPORT
172 335 514	18/12/2017	MORTGAGE MORTGAGEE - CANADIAN WESTERN BANK. 100, 12230 JASPER AVE EDMONTON

(CONTINUED)

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
		ALBERTA T5N3K3 ORIGINAL PRINCIPAL AMOUNT: $1,750,000
172 335 515	18/12/2017	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - CANADIAN WESTERN BANK. 2500, 10303 JASPER AVE EDMONTON ALBERTA T5J3N6 AGENT - JONATHAN C CALVERT
212 134 694	17/06/2021	CAVEAT RE : LEASE INTEREST CAVEATOR - TUNDRA PROCESS SOLUTIONS LTD. ATTEN.: CHIEF EXECUTIVE OFFICER 3200 - 118TH AVENUE, SE CALGARY ALBERTA T2Z3X1 AGENT - SLADE RIEGER
222 274 972	26/11/2022	WRIT CREDITOR - MIKOSKO FAMILY TRUST. C/O 600, 12220 STONY PLAIN ROAD NW EDMONTON ALBERTA T5N3Y4 DEBTOR - 272649 ALBERTA LTD. 2400, 10303 JASPER AVE EDMONTON ALBERTA T5J3N6 AMOUNT: $2,464,479 AND COSTS IF ANY ACTION NUMBER: 2203 02632
232 100 151	27/03/2023	CONSTRUCTION LIEN LIENOR - LEHIGH HANSON MATERIALS LIMITED. C/O INLAND CONCRETE 12640 INLAND WAY NW EDMONTON ALBERTA T5V1K2 AGENT - PRIORITY CREDIT MANAGEMENT CORP. AMOUNT: $26,138 DATE RECEIVED DECEMBER 20, 2022 SEE INSTRUMENT FOR INTEREST
232 100 416	28/03/2023	BUILDER'S LIEN LIENOR - LSM LEE'S SHEET METAL (2007) LTD. C/O KMSC LAW LLP 401 10514 67 AVENUE GRANDE PRAIRIE ALBERTA T8W0K8 AGENT - KRISTIAN TOIVONEN

(CONTINUED)

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
		AMOUNT: $128,362 DATE RECEIVED:DECEMBER 21, 2022
232 108 342	05/04/2023	BUILDER'S LIEN LIENOR - ATB DRYWALL GRANDE PRAIRIE LTD. 52, 714010 RANGE ROAD 73 COUNTY OF GRANDE PRAIRIE NO.1 ALBERTA T8W5J7 AGENT - MICHAEL WHATON AMOUNT: $52,539 DATE RECEIVED: JANUARY 11, 2023
232 115 335	13/04/2023	TAX NOTIFICATION BY - THE CITY OF GRANDE PRAIRIE. BAG 4000 GRANDE PRAIRIE, ALBERTA T8V6V3
232 156 051	17/05/2023	MORTGAGE MORTGAGEE - MICHAEL G BROADFOOT 163 WILDWOOD DRIVE SW CALGARY ALBERTA T3C3C8 ORIGINAL PRINCIPAL AMOUNT: $20,000,000
232 165 019	25/05/2023	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 232100416 RECEIVED MARCH 21, 2023.
232 173 171	31/05/2023	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 232108342 BUILDERS' LIEN ACT APRIL 17, 2023.
232 209 627	07/07/2023	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - CANADIAN WESTERN BANK. 600, 12220 STONY PLAIN ROAD EDMONTON ALBERTA T5N3Y4 AGENT - CHARLES P RUSSELL

TOTAL INSTRUMENTS: 013

PENDING REGISTRATION QUEUE

DRR NUMBER	RECEIVED DATE (D/M/Y)	CORPORATE LLP TRADENAME	LAND ID

(CONTINUED)

PENDING REGISTRATION QUEUE

DRR NUMBER	RECEIVED DATE (D/M/Y)	CORPORATE LLP TRADENAME	LAND ID
E008TFX	18/08/2023	BENNETT JONES SLP 403-298-3014 CUSTOMER FILE NUMBER: 18977.467/CH/JD	
001		CERTIFICATE OF LIS PENDENS	8020127;17;1
E009BXE	22/08/2023	MCLENNAN ROSS LLP 780-482-9262 CUSTOMER FILE NUMBER: 20231043/CPR	
001		CAVEAT	8020127;17;1
E009YDW	05/09/2023	MAH & COMPANY 780-428-3888 CUSTOMER FILE NUMBER: I23,654/HKM-GARMUN	
001		ORDER - NEW TITLE	8020127;17;1

TOTAL PENDING REGISTRATIONS: 003

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 21 DAY OF SEPTEMBER, 2023 AT 03:31 P.M.

ORDER NUMBER: 48411165

CUSTOMER FILE NUMBER: 1001236005LP

END OF CERTIFICATE

IF MORE INFORMATION IS REQUIRED ON A PENDING REGISTRATION WHERE THE CONTACT INFORMATION DISPLAYS N/A PLEASE EMAIL LTO@GOV.AB.CA.

This is Exhibit X to the affidavit of

Michael G. Broadfoot affirmed on

Alberta

Do not write or staple in the above barcoded area

DRR #: E000VYK Version #: 1 Access Code: 72334

Document Registration Request

☑ Box 7575 Calgary
Alberta T2P 2R4
Telephone (403) 297-6511

☐ Box 2380 Edmonton
Alberta T5J 2T3
Telephone (780) 427-2742

Name: **NORTON ROSE FULBRIGHT CANADA LLP**

Address: **#3700, 400-3RD AVE. S.W.
CALGARY, ALBERTA
T2P4H2**

Create Date: **2023-01-26**

Account or Party Code: **A071749**

Return By Call Box **Call Box Number: C154**

Last Registration Number:

Customer File Number: **1001232733(141376)LP**
Name of Requester: **LISA PRITCHARD**
Telephone Number: **403-267-8147**
Email Address: **lisa.pritchard@nortonrosefulbright.com**

Customer's Special Instructions:
No instructions specified.

Priority	Document Type	Land IDs	Comments	Other Services
1	**MORTGAGE**	**1523298;1;9 1523298;1;10 1421723;4;6 1525617;4;7 1525617;4;8 1525617;4;9**	**re: Debenture for Spruce Grove Industrial Park Inc.**	
2	**MORTGAGE**	**1124406;2;7 8020127;17;1 0625015;3;3**	**re: Debenture for 272649 Alberta Ltd.**	

This DRR will not appear in the Pending Registration Queue (PRQ) until Land Titles receives a printed copy of this DRR with the original documents or the RR is electronically submitted through Alberta Land Titles Online (ALTO). Please note that any errors or omissions may result in loss of priority in the PRQ.

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Refunds of overpayments will not be issued if less than $5.00.

This is Exhibit Y to the affidavit of

Michael G. Broadfoot affirmed on

LAND TITLE CERTIFICATE

S

LINC	SHORT LEGAL	TITLE NUMBER
0031 867 104	0625015;3;3	122 144 926

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

ESTATE: FEE SIMPLE
ATS REFERENCE: 6;6;71;21;NE

MUNICIPALITY: CITY OF GRANDE PRAIRIE

REFERENCE NUMBER: 092 046 735

REGISTERED OWNER(S)

REGISTRATION	DATE(DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
122 144 926	10/05/2012	TRANSFER OF LAND		SEE INSTRUMENT

OWNERS

272649 ALBERTA LTD.
OF 2400, 10303 JASPER AVE
EDMONTON
ALBERTA T5J 3N6

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
772 041 642	10/03/1977	ZONING REGULATIONS BY - HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE DEPARTMENT OF TRANSPORT
062 379 501	26/08/2006	UTILITY RIGHT OF WAY GRANTEE - THE CITY OF GRANDE PRAIRIE. AS TO PORTION OR PLAN:0625016
062 428 151	23/09/2006	CAVEAT

(CONTINUED)

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
		RE : RESTRICTIVE COVENANT
072 493 299	16/08/2007	CAVEAT RE : RESTRICTIVE COVENANT
132 148 279	24/05/2013	CAVEAT RE : RIGHT OF WAY AGREEMENT CAVEATOR - ATCO ELECTRIC LTD. 10035 - 105 STREET EDMONTON ATTENTION: LAND & PROPERTIES ALBERTA T5J2V6 AGENT - JEN BROOKS
162 109 052	22/04/2016	MORTGAGE MORTGAGEE - CANADIAN WESTERN BANK. SUITE 100 12230 JASPER AVE EDMONTON ALBERTA T5N3K3 ORIGINAL PRINCIPAL AMOUNT: $2,200,000
162 109 053	22/04/2016	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - CANADIAN WESTERN BANK. 1400, 10303 JASPER AVE EDMONTON ALBERTA T5J3N6 AGENT - DANA C TREASURE
222 274 972	26/11/2022	WRIT CREDITOR - MIKOSKO FAMILY TRUST. C/O 600, 12220 STONY PLAIN ROAD NW EDMONTON ALBERTA T5N3Y4 DEBTOR - 272649 ALBERTA LTD. 2400, 10303 JASPER AVE EDMONTON ALBERTA T5J3N6 AMOUNT: $2,464,479 AND COSTS IF ANY ACTION NUMBER: 2203 02632
232 115 335	13/04/2023	TAX NOTIFICATION BY - THE CITY OF GRANDE PRAIRIE. BAG 4000 GRANDE PRAIRIE, ALBERTA T8V6V3
232 156 051	17/05/2023	MORTGAGE MORTGAGEE - MICHAEL G BROADFOOT

(CONTINUED)

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
		163 WILDWOOD DRIVE SW CALGARY ALBERTA T3C3C8 ORIGINAL PRINCIPAL AMOUNT: $20,000,000
232 209 627	07/07/2023	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - CANADIAN WESTERN BANK. 600, 12220 STONY PLAIN ROAD EDMONTON ALBERTA T5N3Y4 AGENT - CHARLES P RUSSELL

TOTAL INSTRUMENTS: 011

PENDING REGISTRATION QUEUE

DRR NUMBER	RECEIVED DATE (D/M/Y)	CORPORATE LLP TRADENAME	LAND ID
E009BXE	22/08/2023	MCLENNAN ROSS LLP 780-482-9262 CUSTOMER FILE NUMBER: 20231043/CPR	
001		CAVEAT	0625015;3;3

TOTAL PENDING REGISTRATIONS: 001

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 21 DAY OF SEPTEMBER, 2023 AT 03:31 P.M.

ORDER NUMBER: 48411165

CUSTOMER FILE NUMBER: 1001236005LP

END OF CERTIFICATE

IF MORE INFORMATION IS REQUIRED ON A PENDING REGISTRATION WHERE THE CONTACT INFORMATION DISPLAYS N/A PLEASE EMAIL LTO@GOV.AB.CA.

This is Exhibit Z to the affidavit of

Michael G. Broadfoot affirmed on

LAND TITLE CERTIFICATE

S

LINC	SHORT LEGAL	TITLE NUMBER
0015 115 463	7520666;45;6	172 094 930

LEGAL DESCRIPTION
PLAN 7520666
BLOCK 45
LOT 6
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;22;54

MUNICIPALITY: CITY OF FORT SASKATCHEWAN

REFERENCE NUMBER: 072 674 890

REGISTERED OWNER(S)

REGISTRATION	DATE(DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
172 094 930	20/04/2017	TRANSFER OF LAND	$275,000	$275,000

OWNERS

J. W. CARR HOLDINGS LTD.
OF 2400, 10303 JASPER AVENUE
EDMONTON
ALBERTA T5J 3N6

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
222 274 973	26/11/2022	WRIT CREDITOR - MIKLOSKO FAMILY TRUST. C/O 600, 12220 STONY PLAIN ROAD NW EDMONTON ALBERTA T5N3Y4 DEBTOR - 272649 ALBERTA LTD. 2400, 10303 JASPER AVE EDMONTON ALBERTA T5J3N6

(CONTINUED)

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
		AMOUNT: $2,464,479 AND COSTS IF ANY ACTION NUMBER: 2203 02632
232 107 248	04/04/2023	WRIT CREDITOR - MARA DEVELOPMENTS LTD. 200, 9906-102 ST FORT SASKATCHEWAN ALBERTA T8L2C3 DEBTOR - J. W. CARR HOLDINGS LTD. 2400, 10303 JASPER AVE NW EDMONTON ALBERTA T5J3N6 AMOUNT: $5,150,000 AND COSTS IF ANY ACTION NUMBER: 2203 08263
232 110 953	06/04/2023	TAX NOTIFICATION BY - THE CITY OF FORT SASKATCHEWAN. 10005-102 STREET FORT SASKATCHEWAN, ALBERTA T8L2C5
232 177 755	06/06/2023	MORTGAGE MORTGAGEE - MICHAEL G BROADFOOT 163 WILDWOOD DR SW CALGARY ALBERTA T3C3C8 ORIGINAL PRINCIPAL AMOUNT: $20,000,000

TOTAL INSTRUMENTS: 004

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 28 DAY OF JUNE, 2023 AT 04:10 P.M.

ORDER NUMBER: 47653124

CUSTOMER FILE NUMBER: 027052573167

REGISTRAR OF LAND TITLES

END OF CERTIFICATE

(CONTINUED)

This is Exhibit AA to the affidavit of

Michael G. Broadfoot affirmed on

Alberta

Do not write or staple in the above barcoded area

DRR #: E0024GJ Version #: 1 Access Code: 94025

Document Registration Request

☑ Box 7575 Calgary
Alberta T2P 2R4
Telephone (403) 297-6511

☐ Box 2380 Edmonton
Alberta T5J 2T3
Telephone (780) 427-2742

Name: **NORTON ROSE FULBRIGHT CANADA LLP**

Address: **#3700, 400-3RD AVE. S.W.**
CALGARY, ALBERTA
T2P4H2

Create Date: **2023-03-07**

Account or Party Code: **A071749**

Return By Call Box

Call Box Number: C154

Last Registration Number:

Customer File Number: **1001236005(141376)LP**
Name of Requester: **LISA PRITCHARD**
Telephone Number: **403-267-8147**
Email Address: **lisa.pritchard@nortonrosefulbright.com**

Customer's Special Instructions:
Please register both these documents as Mortgages.

Priority	Document Type	Land IDs	Comments	Other Services
1	**MORTGAGE**	**0623072;8;26A 0623072;8;27A 7520666;45;6 7520666;45;6A 7822913;9;20 7822913;9;20A 7822251;63;27 7822251;63;28 7720209;49;208 7720209;49;209**	**re: Debenture for J.W. Carr Holdings Ltd.**	
2	**MORTGAGE**	**8315AK;34;11-16 8315AK;34;10**	**re: Debenture for 1170292 Alberta Ltd.**	

This DRR will not appear in the Pending Registration Queue (PRQ) until Land Titles receives a printed copy of this DRR with the original documents or the RR is electronically submitted through Alberta Land Titles Online (ALTO).

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Refunds of overpayments will not be issued if less than $5.00.

E0024GJ

This is Exhibit BB to the affidavit of

Michael G. Broadfoot affirmed on

Miranda Sharpe (she/her)

From: Gunnar Benediktsson (he/him)
Sent: March 1, 2023 10:18 PM
To: Jeff Lee
Cc: Michael Zvonkovic; Marj Carr; Matt McCulloch; Marlow Gereluk (he/him)
Subject: RE: Carr Group - Request For Update Regarding Interim Financing

Jeff,

Thanks for your note this morning.

We received instructions from our client today to begin work on drafting a term sheet and commitment letter for a DIP facility to support the Carr group restructuring. You asked if that could be provided to you this week; however, given the timing, I don't think that's realistic but can advise that we are targeting to a term sheet prepared and sent to you by Monday, subject to ongoing review by our client.

We expect that the commitment letter will be conditional on, among other things, signatures (by this Friday, given the short time for registration of security in advance of any filing) on all of the outstanding agreements and security previously sent to your firm, a commitment from your client to ongoing reporting on financial status and the status of CCAA document preparation and filing.

In addition, our client's view is that a DIP facility in this case would need to benefit from a Court-ordered priming DIP charge such that it ranks subordinate to all fixed, registered mortgage security of the Carr group's senior lenders (including fixed cross-collateralization where that exists) in respect of real property but would rank in priority to any other contractual security, including floating security interests. We understand that this may create an issue with some lenders, but as you would imagine, our client cannot get comfortable with what would effectively be a "non-priming DIP" that ranks behind everything.

As you know, the key issue there is the Romspen general All-PAAP (unregistered real property) security in respect of the still-unknown deficiency claim. We are aware (from your spreadsheet) that other lenders (such as ATB) likely have general All-PAAP security as well, but we understand that, other than Romspen, those creditors are likely fully secured by their fixed, registered charges against real property. For that reason, we anticipate that the only party that might object to a priming DIP along those lines would be Romspen.

Further, we have raised your request for a $250,000 retainer payment with our client. He has some questions about the details of that and how it would work in the context of the pending DIP loan. Are you proposing that the retainer be provided in respect of pre-filing legal costs only? Are you envisioning that the fees that are paid from that retainer would form part of the eventual DIP loan facility—and if so have you considered any mechanisms for doing that considering that the retainer is to be advanced prior to the filing date? Finally, is the proposed retainer amount to be used to cover any existing A/R for either your firm or EY?

Happy to discuss any of the above at your convenience.

Gunnar Benediktsson
Partner

Norton Rose Fulbright Canada LLP / S.E.N.C.R.L., s.r.l.
400 3rd Avenue SW, Suite 3700, Calgary Alberta T2P 4H2 Canada
T: +1 403.267.8256 | M: +1 403.354.4506 | F: +1 403.264.5973
gunnar.benediktsson@nortonrosefulbright.com

NORTON ROSE FULBRIGHT

From: Jeff Lee <jmlee@mltaikins.com>
Sent: March 1, 2023 7:03 AM

To: Gunnar Benediktsson (he/him) <gunnar.benediktsson@nortonrosefulbright.com>
Cc: Michael Zvonkovic <mzvonkovic@camillagroup.com>; Marj Carr <marj@jwcarrholdings.ca>; Matt McCulloch <Matt.McCulloch@parthenon.ey.com>; Marlow Gereluk (he/him) <marlow.gereluk@nortonrosefulbright.com>
Subject: RE: Carr Group - Request For Update Regarding Interim Financing

Will do, Gunnar.

Thanks.

Jeff

Jeff Lee, K.C.

Partner
P: (306) 975-7136 | **C:** +1 (306) 220-7044 | **E:** jmlee@mltaikins.com

From: Gunnar Benediktsson (he/him) <gunnar.benediktsson@nortonrosefulbright.com>
Sent: Wednesday, March 1, 2023 8:02 AM
To: Jeff Lee <jmlee@mltaikins.com>
Cc: Michael Zvonkovic <mzvonkovic@camillagroup.com>; Marj Carr <marj@jwcarrholdings.ca>; Matt McCulloch <Matt.McCulloch@parthenon.ey.com>; Marlow Gereluk (he/him) <marlow.gereluk@nortonrosefulbright.com>
Subject: Re: Carr Group - Request For Update Regarding Interim Financing

External Sender

Thanks, Jeff. We are meeting with our client today and will discuss the below with him.

Please ensure that Marlow Gereluk (copied) is also copied on correspondence to our office on this matter going forward.

Gunnar Benediktsson
Partner

Norton Rose Fulbright Canada LLP / S.E.N.C.R.L., s.r.l.
400 3rd Avenue SW, Suite 3700, Calgary Alberta T2P 4H2 Canada
T: +1 403.267.8256 | M: +1 403.354.4506 | F: +1 403.264.5973
gunnar.benediktsson@nortonrosefulbright.com

NORTON ROSE FULBRIGHT

From: Jeff Lee <jmlee@mltaikins.com>
Sent: Wednesday, March 1, 2023 6:41:28 AM
To: Gunnar Benediktsson (he/him) <gunnar.benediktsson@nortonrosefulbright.com>
Cc: Michael Zvonkovic <mzvonkovic@camillagroup.com>; Marj Carr <marj@jwcarrholdings.ca>; Matt McCulloch <Matt.McCulloch@parthenon.ey.com>
Subject: Carr Group - Request For Update Regarding Interim Financing

[External Email – Use Caution]

CONFIDENTIAL

March 1, 2023

Hi, Gunnar.

We write to request an update on the intentions of Mike Broadfoot regarding advancing interim financing to support the proposed CCAA filing by Carr Group and to keep you up to date regarding four matters.

1. <u>Increased Pressure From Primary Secured Creditors of Carr Group</u>

As you know, the primary secured creditors of Carr Group are Rompsen, The Bank of Nova Scotia and Servus Credit Union. Over the last two days, we have received inquiries from counsel for Romspen, BNS and Servus seeking an update regarding the intentions of Carr Group regarding this matter. Counsel for BNS and Servus have requested a video conference call with EY and MLT Aikins on Thursday or Friday of this week. As we understand their inquiry, their primary focus point is the status of the proposed interim financing by Mike Broadfoot (which we informed them about during our February 3 video conference call with BNS and Servus Senior Special Loans personnel and advisors).

It is imperative that we have a constructive update regarding the status of the interim financing when we take the call with counsel for BNS and Servus on Thursday or Friday.

2. <u>Cost of Preparing Materials and Negotiating Forbearance Agreements To Meet March 13 Filing Deadline For March 22 Court Application</u>

The proposed hearing dates of March 22 and March 31 remain open in the Edmonton Commercial List Court Calendar. We believe that it is important to book those fates as soon as possible, in order to secure them for these proceedings. Among other things, securing these dates will be viewed as a positive development by secured lenders and will hopefully enhance their level of comfort with (and support for) the proposed CCAA proceedings.

There is a very significant amount of work to be done by EY and MLTA in order to proceed with hearings on these dates, including:

a. Preparation of updated Cash Flow Forecast;
b. Finalizing Term Sheet For Interim Financing;
c. Preparation of Pre-filing Monitor's Report;
d. Preparation of Notice of Application, Affidavit in Support, Draft CCAA Order, Service List and Bench Brief;
e. Obtaining updated appraisals or valuations of certain real estate properties; and
f. Meeting With and Negotiating Forbearance Agreements with 16 secured lenders.

As matters stand now, there is no source of funding available to fund the preparation of these materials and the completion of this important work by EY and MLTA.

In order to enable EY and MLTA to move forward with performing this work between now and the March 13, 2022 filing deadline, we respectfully request that Mike Broadfoot give consideration to advancing a retainer of $250,000 to fund the completion of this work. This retainer could be advanced to either EY or MLTA and held in trust as security for the payment of the fees of EY and MLTA incurred to perform this large amount of intensive work between today (March 1) and March 13, 2023.

We have eight business days available between now and the March 13 filing deadline. In order to allow EY and MLTA to move forward immediately, it will be necessary to receive these funds as soon as possible.

We have not yet had the opportunity to seek instructions from Carr Group regarding making this request of Mike Broadfoot. In the interests of time (which is in short supply), we are putting forward this proposal to your office without having first had the opportunity to review it with Carr Group. As a result, this request is subject to further comments arising out of Carr Group's review of same.

3. <u>Status of City of Grande Prairie Tax Arrears</u>

The City of Grande Prairie has a pending tax sale in regard to several Carr Group properties which will proceed if payment arrangements for tax arrears are not concluded by Friday, March 17, 2023.

In order to stay the City of Grande Prairie tax sale proceedings, it may be necessary for those Carr Group entities that are the subject of the proposed tax sale to file Notices of Intention to Make a Proposal to Creditors under Division I of Part III of the *Bankruptcy and Insolvency Act* (the "**BIA**") prior to March 17. Thereafter, those entities could apply to Court within 30 days to transition their restructuring proceedings from BIA proceedings to CCAA proceedings.

One other potential alternative course of action may be for Mike Broadfoot to consider advancing to the City of Grande Prairie the funds necessary to pay the tax arrears, in exchange for the City of Grande Prairie assigning its super-priority municipal tax lien under *The Municipal Government Act* to Mike Broadfoot (in order to provide super-priority first charge statutory security for repayment of these amounts to Mike Broadfoot). If this option is of interest to Mike Broadfoot, please let us know and we can give more detailed consideration to it and raise it with the City of Grande Prairie.

4. <u>Interim Financing Term Sheet From Mike Broadfoot</u>

If it is possible for us to receive a draft Term Sheet regarding interim financing by Mike Broadfoot from your office this week, it will materially assist us in the critical upcoming discussions with BNS, Servus and Romspen.

If there are particular security scenarios regarding the proposed interim financing term sheet that you would like to discuss with us, please let us know. We would be happy to do so.

<u>Conclusion</u>

Time remains very much of the essence.

We wanted to keep your office and Mike Broadfoot aware of these developments.

We look forward to hearing from you as soon as possible.

Thanks, Gunnar.

Regards,

Jeff Lee

Jeff Lee, K.C.

Partner
P: (306) 975-7136 | **C:** +1 (306) 220-7044 | **E:** jmlee@mltaikins.com

MLT Aikins LLP
Suite 1201 - 409 3rd Avenue S
Saskatoon, SK S7K 5R5

BIO | VCARD

Our offices are located on the territories of Indigenous peoples, including the First Nations of Treaties 1, 4, 6 and 7, the Coast Salish peoples, as well as other non-Treaty First Nations and Métis. We are committed to reconciliation.

This is Exhibit CC to the affidavit of

Michael G. Broadfoot affirmed on

SECURITIES PLEDGE AGREEMENT

THIS AGREEMENT is dated as of April 3, 2023

BETWEEN:

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

- and -

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

RECITALS:

(A) The Pledgor is indebted to the Lender pursuant to a loan agreement dated as of December 12, 2022 with effect as of October 15, 2022, between, the Pledgor, as borrower, and the Lender, as lender (such loan agreement as it may at any time or from time to time be amended, supplemented, restated or replaced, the "**Loan Agreement**").

(B) The Pledgor has agreed to execute and deliver this securities pledge agreement (this "**Agreement**") to and in favour of the Lender to secure the payment and performance of the Obligations (as defined below).

(C) Each of R'ohan Well Services Ltd. and Pangman Investments Ltd. is a subsidiary of the Pledgor. The Pledgor considers it to be in its best interest to execute this Agreement.

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Pledgor and the Lender agree as follows.

Article 1
Security Interest

1.1 Terms Incorporated by Reference

Terms defined in the *Personal Property Security Act* (Alberta) (as amended from time to time, the "**PPSA**") and used in this Agreement have the same meanings. Any reference to the "**STA**" in this Agreement means the *Securities Transfer Act* (Alberta) as amended from time to time. Where a reference is made to the Lender, it shall be deemed to include, as applicable, any nominee appointed by the Lender to hold or otherwise take possession of the Collateral (as defined below).

1.2 Grant of Security Interest

(a) The Pledgor hereby assigns, mortgages, charges, hypothecates and pledges to the Lender and grants to the Lender a continuing security interest in, the following property and assets (collectively, the "**Collateral**"):

(i) 3,466 Class "A" Common Shares (the "**R'ohan Shares**") issued by R'ohan Well Services Ltd. and registered in the name of the Pledgor (as more particularly described in Schedule A hereto) and all of the certificated and uncertificated securities issued by Pangman Investments Ltd. and registered in the name of the Pledgor from time to time (the "**Pangman Shares**"), including those described in Schedule A (as it may be amended or replaced from time to time by agreement of the parties) (the R'ohan Shares and the Pangman Shares are collectively referred to as the "**Pledged Securities**");

(ii) all options, warrants and rights, whether as an addition to, in substitution of, or in exchange for, the Pledged Securities;

(iii) all dividends, money, instruments and other property from time to time received, receivable or otherwise distributed in respect of, or in exchange for, the Pledged Securities;

(iv) all other rights and claims of the Pledgor in respect of, or in connection with, the foregoing; and

(v) all proceeds in any form arising out of, or derived, directly or indirectly, from, any of the foregoing.

(b) For greater certainty, the Collateral includes any substitutions or additions arising out of any consolidation, subdivision, reclassification, stock dividend or similar increase or decrease in, or alteration to, the capital of any issuer of the Pledged Securities.

1.3 Obligations Secured

(a) The assignments, mortgages, charges, hypothecations, pledges and security interests granted hereby (the "**Security Interest**") secure the payment and performance of all amounts, obligations and 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, (i) all Outstandings owed by any Loan Party or Personal Guarantor, and (ii) 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 (collectively, and together with the expenses, costs and charges set out in Section 1.3(b), the "**Obligations**").

(b) All expenses, costs and charges incurred by or on behalf of the Lender in connection with this Agreement or the realization of the Collateral including all legal fees, court costs, receiver's or agent's remuneration and other expenses of, or of taking or defending any action in connection with, taking possession or control of, protecting, realizing, collecting, selling, transferring, delivering or obtaining payment of the Collateral or other exercise of the powers conferred by the Loan Agreement and the other Loan Documents are payable on demand and shall be added to, and form a part of, the Obligations.

1.4 Attachment of Security Interest

The Lender and the Pledgor acknowledge that (a) value has been given, (b) the Pledgor has rights in the Collateral and the power to transfer such rights, and (c) the parties have not agreed to postpone the time of attachment of the Security Interest.

1.5 Perfection and Control of Certificated Securities

(a) If the Pledgor has or acquires any certificate representing the Pledged Securities or other certificated securities forming part of the Collateral or in respect of the Collateral (including, without limitation, any certificate representing a stock dividend or any certificate issued in connection with any reclassification, increase or reduction of capital or any reorganization), the Pledgor shall deliver to the Lender, on the date hereof or promptly but in any event within 10 Banking Days of the acquisition by the Pledgor of such certificate, as the case may be, any and all such certificates together with a duly executed stock power of attorney or similar transfer form constituting, in the reasonable opinion of the Lender, an effective endorsement and, if applicable, an updated Schedule A. Until such delivery, the Pledgor shall hold the certificates as agent and in trust for the Lender.

(b) If the Pledgor has or acquires Collateral consisting of an interest in a partnership, limited partnership or limited liability company, it shall take all steps necessary in the opinion of the Lender, to ensure that such property is and remains a security (either certificated or uncertificated) for the purposes of the STA.

(c) At the option of the Lender and immediately upon written notice being given by the Lender to the Pledgor, the Pledgor shall take all action (including providing all necessary consents and approvals) required to cause the Collateral consisting of certificated securities to be transferred to and registered in the name of the Lender or its nominee on the records of the issuer thereof. The Pledgor shall also require the issuer of the Pledged Securities to issue certificates to the Lender or its nominee, as applicable, and make appropriate notations on its securities register in respect thereof.

1.6 Perfection and Control of Uncertificated Securities

(a) If the Pledgor has or acquires Pledged Securities that are uncertificated, the Pledgor shall, on the date hereof or promptly but in any event within 10 Banking Days of the acquisition by the Pledgor of such uncertificated securities, enter into and take all action necessary to cause the issuer of such uncertificated securities to enter into such custodial, control or other similar agreements as the Lender reasonably requires in order to ensure that the Lender has control (as such term is used in the STA and the PPSA) of such uncertificated securities and, if applicable, an updated Schedule A.

(b) At the option of the Lender and immediately upon written notice being given by the Lender to the Pledgor, the Pledgor shall take all action (including providing any necessary consents or approvals) required to cause the Collateral consisting of uncertificated securities to be transferred to and registered in the name of the Lender or its nominee on the records of the issuer thereof. The Pledgor shall also require the issuer of the Pledged Securities to make appropriate notations on its securities register in respect thereof.

1.7 Care and Custody of Collateral

(a) Notwithstanding that the Lender may have control of the Pledged Securities, the Lender shall not be required to see to the collection of dividends on, or exercise any option or right in connection with, the Collateral. In addition, it shall have no obligation to protect or preserve the Collateral from depreciating in value or becoming worthless and is hereby released from all responsibility for any loss or diminution of value of the Collateral.

(b) The Lender shall be bound to exercise in the physical keeping of the Collateral only the same degree of care as it would exercise with respect to its own investment property kept at the same place.

1.8 Absence of Fiduciary Relationship

No implied agreements, covenants or obligations on the part of the Lender with respect to the Pledgor or an issuer of any of the Collateral are to be read into this Agreement against the Lender. The Lender does not owe any fiduciary duty to the Pledgor, any issuer of the Collateral or any other person in connection with this Agreement or the Collateral.

1.9 ULC Shares

Notwithstanding anything else contained in this Agreement or any other agreement among all or some of the parties, the Pledgor is and shall remain the sole registered and beneficial owner of all Collateral that consists of shares of an unlimited company, an unlimited liability company or an unlimited liability corporation incorporated pursuant to, or otherwise governed by, the laws of any province of Canada (a "**ULC**") until such time as the shares of the ULC (the "**ULC Shares**") are transferred to the Lender or its nominee on the books and records of the ULC. Until then, the Pledgor shall receive for its own account any dividends or other distributions in respect of ULC Shares that are Collateral and may vote such ULC Shares and control the direction, management and policies of any ULC to the same extent as it would if such ULC Shares were not pledged to the Lender. Nothing in this Agreement or any other agreement among all or some of the parties is intended to, or shall, constitute the Lender a member or shareholder of a ULC for the purposes of the *Companies Act* (Nova Scotia), the *Business Corporations Act* (British Columbia) or the *Business Corporations Act* (Alberta) until such time as notice is given by the Lender to the Pledgor, and further steps are taken, at the request and direction of the Lender, to register the Lender or its nominee as the holder of such ULC Shares. If any provision of this Agreement would have the effect of constituting the Lender a member or shareholder of a ULC prior to such time, that provision shall be severed from this Agreement and ineffective with respect to shares of such ULC without otherwise invalidating or rendering unenforceable this Agreement as it relates to all other Collateral.

1.10 Amalgamation

If the Pledgor amalgamates with any other corporation or corporations, it is the intention of the parties that the Security Interest will (a) extend to all property and assets described in Sections 1.2(a)(i) to 1.2(a)(v) (inclusive) that (i) any of the amalgamating corporations own, or (ii) the amalgamated corporation thereafter acquires, and (b) secure the payment and performance of all debts, liabilities and obligations of any of the amalgamating corporations and the amalgamated corporation to the Lender, however or wherever incurred and whether incurred as principal, guarantor or surety and whether incurred prior to, at the time of, or subsequent to, the amalgamation. The Security Interest will attach to the property and assets described in Sections 1.2(a)(i) to 1.2(a)(v) (inclusive) of the amalgamating corporations not previously subject to this Agreement at the time of amalgamation and to any property, assets or interests thereafter owned or acquired by the amalgamated corporation when such property, assets and interests become owned or are acquired. Upon any such amalgamation, the defined term Pledgor shall include each of the amalgamating corporations and the amalgamated corporation, the defined term Collateral shall include all of the property, assets and interests described in (a) above, and the defined term Obligations shall include the obligations described in (b) above.

1.11 Representations and Warranties of the Pledgor

The Pledgor represents and warrants that:

(a) it is the registered, legal and beneficial owner of the Collateral;

(b) the Collateral is free and clear of all liens, mortgages, charges and security interests whatsoever other than Permitted Liens;

(c) Schedule A correctly sets out the issuer, issuer's jurisdiction, certificate number and number and class of the Pledged Securities and the Pledged Securities represent the percentage of ownership of the issuer as indicated on Schedule A;

(d) the Pledged Securities have been validly issued and are fully paid and non-assessable and constitute all the issued and outstanding securities in the capital of the issuer thereof;

(e) this Agreement creates a legal, valid and binding agreement of the Pledgor enforceable in accordance with its terms and the Security Interest in the Pledged Securities has been perfected by control for purposes of the PPSA; and

(f) it has not entered into or consented to an agreement whereby an issuer has agreed to comply with instructions concerning uncertificated Pledged Securities originated by any person other than the Lender.

All representations and warranties made by the Pledgor in this Agreement (a) are material, (b) have been relied on by the Lender, (c) will remain true and correct, and (d) will survive the execution and delivery of this Agreement, any investigation made at any time by or on behalf of the Lender and any disposition of Collateral or payment of the Obligations.

1.12 Additional Covenants of the Pledgor

(a) The Pledgor shall not, without the prior written consent of the Lender (or as otherwise permitted in the Loan Documents), sell, transfer, exchange, release, abandon or otherwise dispose of, absolutely or by way of security, any of its right, title or interest in and to any of the Collateral.

(b) The Pledgor shall promptly deliver to the Lender copies of all notices or other communications received by it in respect of the Collateral including any notices received from an issuer of any of the Pledged Securities.

(c) Following the occurrence of a Credit Event or Demand for Repayment, the Pledgor shall permit the Lender and its representatives to inspect the Collateral wherever it may be located, and examine and take extracts of its books and records (electronic or hard copy), in each case, at any time and from time to time. The Pledgor shall, upon request by the Lender, provide the Lender with such information concerning the Collateral and the Pledgor as the Lender may reasonably request.

1.13 Voting Rights and Right to Receive Distributions

(a) Until the Security Interest becomes enforceable, subject to Section 1.5(a), the Pledgor may vote the Pledged Securities, give consents, ratifications or waivers, exercise all rights of conversion or other similar rights with respect to the Collateral and receive all dividends and other distributions, money or property relating to the Collateral. Whenever the Security Interest becomes enforceable, all rights of the Pledgor to vote, give instructions, give consents, ratifications or waivers, exercise other rights or receive dividends or other distributions, money or property will cease and all such rights will become vested solely and absolutely in the Lender.

(b) Any dividends or other distributions received by the Pledgor contrary to Section 1.13(a) shall be received by the Pledgor as trustee and agent for the Lender and shall be immediately paid over to the Lender.

(c) In order to permit the Lender to exercise the voting and other rights which it may be entitled to exercise hereunder and receive all dividends and other distributions, money and property which it may be entitled to receive, the Pledgor shall promptly execute and deliver (or cause to be executed and delivered) to the Lender all such proxies, dividend payment orders and other instruments as the Lender may from time to time request.

Article 2
Enforcement

2.1 Enforcement

The Security Interest shall be and become enforceable against the Pledgor upon the occurrence of a Credit Event or Demand for Repayment.

2.2 Remedies

Upon the Security Interest becoming enforceable, the Lender may, at any time in its sole discretion:

(a) realize upon or otherwise dispose of or contract to dispose of the Collateral by sale, transfer, delivery or otherwise;

(b) obtain possession or control of any Collateral which it does not already hold or control, by any method permitted by law;

(c) notify any persons obligated in respect of any Collateral to make payments or distributions to the Lender or as it may direct;

(d) exchange any or all of the Collateral upon the merger, consolidation, reorganization, recapitalization or other readjustment of any issuer thereof, or upon the exercise by any issuer of any right, privilege or option pertaining to any of the Collateral, and in connection therewith, deposit and deliver or direct the sale or other disposition of any of the Collateral with any depositary, securities intermediary, clearing house (whether CDS or otherwise), transfer agent, registrar or other designated agency upon such terms and conditions as it may determine;

(e) appoint any person to be a receiver, manager or receiver and manager (a "**Receiver**") of the Collateral and remove any Receiver so appointed and appoint another if the Lender so desires;

(f) file proofs of claim and other documents in order that the claims of the Lender may be lodged in any bankruptcy, winding-up or other judicial proceeding relating to the Pledgor; or

(g) exercise and enforce all rights and remedies of a holder of the Collateral as if the Lender were the absolute owner thereof (including, if necessary, causing the Collateral to be registered in the name of the Lender or its nominee if not already done), all without demand of performance or other demand, advertisement or notice of any kind to or upon the Pledgor.

Any remedy may be exercised separately or in combination and is in addition to, and not in substitution for, any other rights the Lender may have, however created. The Lender shall not be bound to exercise any specific right or remedy, and the exercise of rights and remedies is without prejudice to the rights of the Lender in respect of the Obligations including the right to claim for any deficiency.

2.3 Standards of Sale

Without prejudice to the ability of the Lender to dispose of the Collateral in any manner which is commercially reasonable, the Pledgor acknowledges that a disposition of Collateral by the Lender which takes place substantially in accordance with the following provisions shall be deemed to be commercially reasonable:

(a) Collateral may be disposed of in whole or in part;

(b) Collateral may be disposed of by public auction, public tender or private contract, with or without advertising and without any other formality;

(c) any assignee of such Collateral may be the Lender or a customer or client of the Lender;

(d) any sale conducted by the Lender shall be at such time and place, on such notice and in accordance with such procedures as the Lender, in its sole discretion, may deem advantageous;

(e) Collateral may be disposed of in any manner and on any terms necessary to avoid violation of applicable law including, without limitation, compliance with such procedures as may restrict the number of prospective bidders and purchasers, require that the prospective bidders and purchasers have certain qualifications, and restrict the prospective bidders and purchasers to persons who will represent and agree that they are purchasing for their own account for investment and not with a view to the distribution or resale of the securities or in order to obtain any required approval of the disposition (or of the resulting purchase) by any governmental or regulatory authority or official;

(f) the Lender may establish an upset or reserve bid or price in respect of the Collateral; and

(g) a disposition of Collateral may be on such terms and conditions as to credit or otherwise as the Lender, in its sole discretion, may deem advantageous.

2.4 Receiver as Agent

Any Receiver appointed pursuant to this Agreement shall be deemed to be the agent of the Pledgor for the purpose of establishing liability for the acts or omissions of the Receiver and the Lender shall not be liable for such acts or omissions. Without restricting the generality of the foregoing, the Pledgor hereby irrevocably authorizes the Lender to give instructions to the Receiver relating to the performance of its duties.

2.5 Dealing with Security

(a) The Lender shall not be obliged to exhaust its recourse against the Pledgor or any other person or against any other security it may hold in respect of the Obligations before realizing upon or otherwise dealing with the Collateral in such manner as the Lender may consider desirable.

(b) The Lender may grant extensions or other indulgences, take and give up security, accept compositions, grant releases and discharges and otherwise deal with the Pledgor and with other persons, guarantors, sureties or security as it may see fit without prejudice to the Obligations, the liability of the Pledgor or the rights of the Lender in respect of the Collateral.

2.6 Dealing with Collateral

The Lender is not (a) liable or accountable for any failure to collect, realize or obtain payment in respect of the Collateral, (b) bound to institute proceedings for the purpose of collecting, enforcing, realizing or obtaining payment of the Collateral or for the purpose of preserving any rights of any persons, (c) responsible for any loss occasioned by any sale or other dealing with the Collateral or by the retention of or failure to sell or otherwise deal with the Collateral, or (d) bound to protect the Collateral from depreciating in value or becoming worthless.

2.7 Appointment of Attorney

The Pledgor irrevocably appoints the Lender (and each of its officers) as attorney of the Pledgor (with full power of substitution) to do, make, execute and deliver in the name of and on behalf of the Pledgor upon the occurrence of a Credit Event or Demand for Repayment all such acts, documents, deeds and things which the Lender may deem necessary or advisable to accomplish the purposes of this Agreement including the endorsement and delivery of the Collateral to the Lender and its transferees. The Lender is empowered to exercise all rights and powers and to perform all acts of ownership with respect to the Collateral to the same extent as the Pledgor might do. This power of attorney is in addition to, and not in substitution for, any stock power of attorney delivered by the Pledgor and the powers of attorney may be relied upon by the Lender severally or in combination. 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 in connection therewith, 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 are acknowledged) and will survive and will not terminate upon the bankruptcy, dissolution, winding up or insolvency of the Pledgor. This power of attorney extends to and is binding upon the Pledgor's successors and permitted assigns. The Pledgor authorizes the Lender to (a) delegate in writing to another person any power and authority of the Pledgor under this power of attorney as may be necessary or desirable in the opinion of the Lender, and (b) revoke or suspend such delegation.

2.8 Dealings by Third Parties

(a) No person dealing with the Lender or any Receiver is required to determine (i) whether the Security Interest has become enforceable, (ii) whether the powers which the Lender or a Receiver is purporting to exercise have become exercisable, (iii) whether any money remains due to the Lender by the Pledgor, (iv) the necessity or expediency of the stipulations and conditions subject to which any sale other disposition is made, (v) the propriety or regularity of any sale or other dealing by the Lender or any other person with the Collateral, or (vi) how any money paid to the Lender or a Receiver has been applied.

(b) Any purchaser of Collateral from the Lender shall hold the Collateral absolutely, free from any claim or right of any kind whatever, including any equity of redemption, of the Pledgor. The Pledgor waives (to the fullest extent permitted by law) as against any such purchaser, all rights of redemption, stay or appraisal which the Pledgor has or may have under any rule of law or statute now existing or hereafter adopted.

2.9 Application of Proceeds

Any and all moneys realized by the Lender, whether pursuant to this Agreement or otherwise, may be applied by the Lender to such part of the Obligations as the Lender in its sole discretion determines appropriate from time to time subject only to such limitations as may be set out in the Loan Documents.

2.10 Pledgor Liable for Deficiency

The Pledgor is liable to the Lender for any deficiency after the proceeds of any sale or other disposition of Collateral are received by the Lender.

Article 3
General

3.1 Certain References

(a) Capitalized terms used in this Agreement and not otherwise defined have the respective meanings given to them in the Loan Agreement.

(b) Any reference to "person" in this Agreement shall include, without limitation, any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality) or two or more of them and any reference to a particular person includes reference to that person's executors, administrators, successors, substitutes (including by novation) and assigns.

(c) Any reference to Schedule A in this Agreement means Schedule A as it may be amended or replaced from time to time by one or more agreements between the Lender and the Pledgor.

(d) Any reference to this Agreement, the Loan Agreement or any other Loan Document refers to this Agreement, the Loan Agreement or other Loan Document as the same may have been or may from time to time be amended, modified, extended, renewed, restated, replaced or supplemented.

3.2 Notices

Any notice, consent, demand waiver or other communication given under this Agreement must be in writing and delivered in accordance with the provisions of the Loan Agreement.

3.3 Discharge

The Security Interest may not be discharged except pursuant to a written release signed by the Lender. The Pledgor may request a discharge of the Security Interest by notice to the Lender if, but only if, (a) there has been full and indefeasible payment and performance of the Obligations and all other obligations of the Pledgor under the Loan Agreement and the other Loan Documents, and (b) the Lender has no commitments under any Loan Document. Upon satisfaction of those conditions and at the Pledgor's expense, the Lender shall execute and deliver to the Pledgor such financing statements and other documents or instruments as the Pledgor may reasonably require and the Lender shall redeliver to the Pledgor, or as the Pledgor may otherwise direct, any Collateral in its possession.

3.4 Amendment

This Agreement may only be amended, supplemented or otherwise modified by written agreement of the Lender and the Pledgor.

3.5 Waivers, etc.

(a) No consent or waiver by the Lender in connection with this Agreement is binding unless made in writing and signed by the Lender. Any consent or waiver given under this 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 Agreement constitutes a waiver of any other provision.

(b) A failure or delay on the part of the Lender in exercising a right or remedy under this Agreement does not operate as a waiver of, or impair, any rights or remedies of the Lender however arising. A single or partial exercise of a right or remedy on the part of the Lender does not preclude any other or further exercise of that right or remedy or the exercise of any other rights or remedies by the Lender.

3.6 No Merger

This Agreement does not operate by way of merger of any of the Obligations and no judgment recovered by the Lender will operate by way of merger of, or in any way affect, the Security Interest or the other Loan Documents.

3.7 Further Assurances

The Pledgor shall from time to time, whether before or after the Security Interest has become enforceable, do all acts and things and execute and deliver all transfers, assignments and agreements as the Lender may reasonably require for (a) protecting the Collateral, (b) perfecting, preserving or protecting the enforceability or priority of the Security Interest, (c) obtaining control of the Collateral, (e) exercising all powers, authorities and discretions conferred upon the Lender, and (f) otherwise enabling the Lender to obtain the full benefits of this Agreement and the rights and powers herein granted. The Pledgor shall, from time to time after the Security Interest has become enforceable, do all acts and things and execute and deliver all transfers, assignments and agreements as the Lender may require for facilitating the sale or other disposition of the Collateral in connection with its realization.

3.8 Supplemental Security

This Agreement is in addition to, and without prejudice to, and not in substitution for, all other security now held or which may hereafter be held by the Lender in respect of the Obligations.

3.9 Successors and Assigns

This Agreement is binding upon the Pledgor, its successors and assigns, and enures to the benefit of the Lender and its successors and assigns. All rights of the Lender are assignable without any requirement of consent on the part of the Pledgor and in any action brought by an assignee to enforce any such right, the Pledgor shall not assert against the assignee any claim or defence which the Pledgor now has or hereafter may have against the Lender. The Pledgor may not assign, transfer or delegate any of its rights, duties or obligations under this Agreement without the prior written consent of the Lender.

3.10 Headings, etc.

The division of this Agreement into articles and sections and the insertion of headings are for convenient reference only and are not to affect or be used in the construction or interpretation of this Agreement.

3.11 Gender and Number

Any reference in this Agreement to gender includes all genders and words importing the singular include the plural and *vice versa*.

3.12 Conflict

In the event of any conflict between the provisions of this Agreement and the provisions of the Loan Documents which cannot be resolved by both provisions being complied with, the provisions contained in the Loan Agreement will prevail to the extent of such conflict.

3.13 Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision will be severed from this Agreement and the remaining provisions will continue in full force and effect, without amendment.

3.14 Governing Law and Submission to Jurisdiction

(a) This Agreement is governed by and is to be interpreted and enforced in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

(b) The Pledgor irrevocably and unconditionally (i) submits and attorns to the non-exclusive jurisdiction of the courts of Alberta, (ii) agrees that all claims in respect of any suit, action or proceeding may be heard and determined in such court, and (iii) waives, to the fullest extent permitted by law, any objection which it may have based upon doctrines of venue or *forum non coveniens.*

3.15 Acknowledgement and Waiver

The Pledgor:

(a) acknowledges receiving a copy of this Agreement; and

(b) to the fullest extent permitted by law, waives all rights to receive from the Lender 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 Agreement or any amendments to it.

3.16 Counterparts and Electronic Delivery

This Agreement may be executed in any number of separate counterparts, each of which shall be deemed to be an original. All such signed counterparts, taken together, shall constitute one and the same agreement. Delivery of an executed signature page to this Agreement by electronic means (including by facsimile or in PDF format) shall be as valid and effective as delivery of an originally or manually executed copy of this Agreement. If the Pledgor delivers a signature page by electronic means, it agrees to provide an original signed counterpart if requested to do so by the Lender. The words “execution,” “execute”, “signed,” “signature,” and words of like import in or related to this Agreement and the transactions contemplated hereby 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 Parts 2 and 3 of the *Personal Information Protection and Electronic Documents Act* (Canada), the *Electronic Commerce Act, 2000* (Ontario), the *Electronic Transaction Act* (British Columbia), the *Electronic Transactions Act* (Alberta), or any other similar laws based on the *Uniform Electronic Commerce Act* of the Uniform Law Conference of Canada. The Lender may, in its discretion, require that any such documents and signatures executed electronically or delivered by fax 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 fax or other electronic transmission.

[*Remainder of page intentionally left blank*]

IN WITNESS WHEREOF the Pledgor and the Lender have executed and delivered this Agreement.

J.W. CARR HOLDINGS LTD., as Pledgor

Per: M Carr
Name: Marjorie Carr
Title: President

Per: ________________________
Name:
Title:

MICHAEL G. BROADFOOT, as Lender

Per: ______________________________

SCHEDULE A

PLEDGED SECURITIES

ISSUER AND ISSUER'S JURISDICTION	CLASS OF SECURITIES	NUMBER OF SECURITIES	Percentage of Ownership Represented	CERTIFICATE NUMBER
R'ohan Well Services Ltd. a corporation incorporated under the laws of the Province of Alberta	Class "A" Common Shares	3,466	29.8%	A-19
Pangman Investments Ltd. a corporation incorporated under the laws of the Province of Alberta	Class "A" Common Voting Shares	50	50%	A2

This is Exhibit DD to the affidavit of

Michael G. Broadfoot affirmed on