

Clerk's Stamp:



COURT FILE NUMBER	2303 17033
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	EDMONTON
PLAINTIFF	BANK OF MONTREAL
DEFENDANTS	2396610 ALBERTA INC., ALI ABSHIR DINI and ADEN SHIRE ALI
DOCUMENT	<u>AFFIDAVIT</u>
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Dentons Canada LLP 2500 Stantec Tower 10220 – 103 Avenue NE Edmonton, Alberta T5J 3V5 Ph. (780) 423-7284 Fax. (780) 423-7276 Attention: Dean A. Hitesman File No.: 126233-2265/DAH

Sworn on November 6, 2023

I, Wade Plawucki, of St. Albert, in the Province of Alberta, **MAKE OATH AND SAY THAT:**

1. I am an Account Manager, Business Banking Special Accounts Unit of the above named Plaintiff, Bank of Montreal ("**BMO**"), and, as such, have personal knowledge of the matters hereinafter deposed to, except where stated to be based upon information and belief, in which case I verily believe the same to be true. My personal knowledge is based upon my own involvement and based upon BMO's books and records, made and kept in BMO's ordinary course of business.
2. The Defendant, 2396610 Alberta Inc. ("**2396**"), is a corporation incorporated pursuant to the laws of the Province of Alberta with a registered office in Edmonton, Alberta. Attached to my Affidavit as Exhibit "A" is a copy of the Alberta Corporate Search for 2396.
3. I am the person at BMO directly responsible for the administration of the accounts of 2396 with BMO insofar as concerns the matters raised in the Statement of Claim in these proceedings.
4. I am authorized to make this Affidavit on behalf of BMO.
5. So far as is known to BMO, 2396's business consists solely of owning, leasing and managing a residential unit apartment building located at 10734 108 St NW, Edmonton, Alberta.
6. Based upon my review of BMO's books and records, I believe that the Defendants, Ali Abshir Dini ("**Dini**") and Aden Shire Ali ("**Ali**") reside in or near Edmonton, Alberta.

2396'S DIRECT INDEBTEDNESS

7. Pursuant to a Letter of Agreement dated February 7, 2022 between BMO as lender and 2396 as borrower (the "**Credit Agreement**"), 2396 borrowed money from BMO which it agreed to repay to BMO with interest. Collectively attached to my Affidavit as Exhibit "B" is a true copy of the Credit Agreement between 2396 and BMO.
8. As a result of such borrowing pursuant to the Credit Agreement, 2396 is directly indebted to BMO as follows:
- (a) Loan 2579-6998-507 – outstanding balance as at September 19, 2023 of \$967,753.54 plus interest thereon and thereafter at the prime rate of interest maintained by BMO from time to time ("**Prime**") plus 1.500%;
 - (b) any additional credit extended or advanced by BMO to 2396 in the absolute discretion of BMO from and after September 19, 2023, plus interest thereon; and
 - (c) legal costs on a solicitor and his own client full indemnity basis;
- (all sums payable to BMO in paragraphs (a) – (c) above are herein collectively referred to as the "**2396 Indebtedness**").
9. Attached to my Affidavit and marked as Exhibit "C" is a true copy of entries made in the usual and ordinary course of business of BMO in books or records which were at the time of the making of the entries one of the ordinary books or records of BMO. The books or records are in the custody and control of BMO. Exhibit "C" evidences the 2396 Indebtedness, exclusive of costs on a solicitor and his own client basis.

DINI'S GUARANTEED INDEBTEDNESS

10. On or about March 7, 2022, Dini granted to BMO a Guarantee for Indebtedness of an Incorporated Company guaranteeing to BMO repayment of all indebtedness of 2396 to BMO, limited to the principal sum of \$937,500.00, plus interest from the date of demand at the rate of 3.00% per annum above Prime, plus costs on a solicitor and own client basis (the "**Dini Guarantee**"). Attached to my Affidavit as Exhibit "D" is a true copy of the Dini Guarantee.
11. Pursuant to the Dini Guarantee, Dini is indirectly indebted to BMO for the amounts of:
- (a) \$937,500.00 plus interest at the rate of 3.00% per annum above Prime from and after August 18, 2023;
 - (b) legal costs on a solicitor and his own client full indemnity basis;
- (all sums payable to BMO in paragraphs (a) – (b) above are herein collectively referred to as the "**Dini Indirect Indebtedness**").

ALI'S GUARANTEED INDEBTEDNESS

12. On or about March 7, 2022, Ali granted to BMO a Guarantee for Indebtedness of an Incorporated Company guaranteeing to BMO repayment of all indebtedness of 2396 to BMO, limited to the

principal sum of \$937,500.00, plus interest from the date of demand at the rate of 3.00% per annum above Prime, plus costs on a solicitor and own client basis (the "**Ali Guarantee**"). Attached to my Affidavit as Exhibit "E" is a true copy of the Ali Guarantee.

13. Pursuant to the Ali Guarantee, Ali is indirectly indebted to BMO for the amounts of:
- (a) \$937,500.00 plus interest at the rate of 3.00% per annum above Prime from and after August 18, 2023;
 - (b) legal costs on a solicitor and his own client full indemnity basis;
- (all sums payable to BMO in paragraphs (a) – (b) above are herein collectively referred to as the "**Ali Indirect Indebtedness**").

THE 2396 SECURITY

14. At all material times, 2396 has been and continues to be the registered owner of the following lands:
- PLAN B4
BLOCK 8
LOT 192
EXCEPTING THEREOUT ALL MINES AND MINERALS
- and municipally described as 10734 108 St NW, Edmonton, Alberta (the "**Lands**"). Attached to my Affidavit as Exhibit "F" is a copy of the Alberta Land Titles Office search for the Lands.
15. By a Collateral Mortgage dated March 7, 2022 and registered in the Alberta Land Titles Office as instrument number 222 141 227, 2396 mortgaged to BMO the Lands for securing payment of the principal sum of \$937,500.00, plus interest at the rate of 5.00% per annum above Prime, plus costs on a solicitor and his own client basis (the "**Mortgage**"). The Mortgage secures all of the 2396 Indebtedness. Attached to my Affidavit as Exhibit "G" is a true copy of the Mortgage.
16. By an Assignment of Rents and Leases dated March 7, 2022, 2396 assigned all rents reserved and payable under leases in relation to the Lands to BMO (the "**Assignment of Rents**"). The Assignment of Rents secures all of the 2396 Indebtedness. Attached to my Affidavit as Exhibit "H" is a true copy of the Assignment of Rents.
17. By a General Security Agreement dated March 7, 2022, 2396 granted to BMO a security interest in all present and after acquired personal property of 2396 (the "**2396 GSA**"). The 2396 GSA secures all of the 2396 Indebtedness. Attached to my Affidavit as Exhibit "I" is a true copy of the 2396 GSA.
18. On or about February 15, 2022, BMO registered at the Personal Property Registry the security interest in all of 2396's present and after-acquired personal property granted by 2396 to BMO in the 2396 GSA as registration number 22021512103. Attached to my Affidavit as Exhibit "J" is a copy of the Alberta Personal Property Registry search for 2396.
19. By a Caveat dated August 17, 2023 and registered in the Alberta Land Titles Office as instrument number 232 287 281, BMO registered the floating charge granted in the 2396 GSA against the Lands, securing payment of the 2396 Indebtedness in the amount of \$100,000.00 (the "**Equitable**

Mortgage). The Equitable Mortgage secures all of 2396 Indebtedness. Attached to my Affidavit as Exhibit "K" is a copy of the Caveat registered in support of the Equitable Mortgage.

DEMANDS AND DEFAULTS

20. 2396 is in default of its obligations pursuant to the Credit Agreements, and is default of the Mortgage, Assignment of Rents, and 2396 GSA. All sums secured by the Mortgage, Assignment of Rents, 2396 GSA, and Equitable Mortgage are now due and payable.
21. On or about August 18, 2023, BMO did demand payment of the 2396 Indebtedness from 2396, but 2396 has failed or neglected and continues to fail or neglect to pay 2396 Indebtedness. Concurrent with the issuance of the demand for payment, BMO did send to 2396 a Notice of Intention to Enforce Security pursuant to section 244 of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended (the "**BIA**"). Attached to my Affidavit as Exhibit "L" is a true copy of the demand and Notice of Intention to Enforce Security sent to 2396.
22. The 2396 Indebtedness is fully due, owing, and payable to BMO.
23. On or about August 18, 2023, BMO did demand payment of the Dini Indirect Indebtedness from Dini, but Dini has failed or neglected and continues to fail or neglect to pay the Dini Indirect Indebtedness. Concurrent with the issuance of the demand for payment, BMO did send to Dini a Notice of Intention to Enforce Security pursuant to section 244 of the *BIA*. Collectively attached to my Affidavit as Exhibit "M" are true copies of the demand and Notice of Intention to Enforce Security sent to Dini.
24. The Dini Indirect Indebtedness is fully due, owing, and payable to BMO.
25. On or about August 18, 2023, BMO did demand payment of the Ali Indirect Indebtedness from Ali, but Ali has failed or neglected and continues to fail or neglect to pay the Ali Indebtedness. Concurrent with the issuance of the demand for payment, BMO did send to Ali a Notice of Intention to Enforce Security pursuant to section 244 of the *BIA*. Collectively attached to my Affidavit as Exhibit "N" are true copies of the demand and Notice of Intention to Enforce Security sent to Ali.
26. The Ali Indirect Indebtedness is fully due, owing, and payable to BMO.

CONCERNS

27. BMO requested that Stewart Belland & Associates Inc. conduct an occupancy check on the Lands and provide a report on the status of the Lands. On or about September 13, 2023, Lyle Stewart of Stewart Belland & Associates Inc. ("**Mr. Stewart**") sent an email to Tamyia Chowdhury of Dentons Canada LLP advising that:
 - (a) there are 12 units located in the Lands, however, Mr. Stewart advised that the occupancy status of the units could not be confirmed;
 - (b) the Lands were locked and access could not be gained; and
 - (c) there are no signs of a property management company at the Lands.


Attached to my Affidavit as Exhibit "O" is a copy of the email from Mr. Stewart to Tanya Chowdhury dated September 13, 2023 (attached photographs omitted).

28. A Property Tax Search from the City of Edmonton dated August 31, 2023 indicates that as of August 31, 2023, there is \$22,732.48 in property taxes owing to the City of Edmonton pursuant to the 2022 and 2023 Tax Assessment in respect of the Lands. Attached to my Affidavit as Exhibit "P" is a copy of the tax search results. As such unpaid taxes continue to accrue, BMO's security will erode further.
29. BMO has attempted to work with 2396 regarding its defaults for a significant period of time dating back to July of 2023. BMO has afforded 2396 significant time to restructure its affairs to the satisfaction of BMO; however, 2396 has not been successful in doing so and has not been able to provide BMO with any confidence it will be able to do so in the near term.
30. BMO has lost confidence in the ability of management of 2396 to continue to operate its business or to promptly obtain refinancing to repay the 2396 Indebtedness.
31. 2396 owes BMO a significant amount exceeding \$967,753.54, plus interest at the rate of 1.50% per annum above Prime from and after September 19, 2023 and I am of the view that 2396 is not capable of repaying this indebtedness to BMO in the near future or at all.
32. I am of the view that 2396 is not capable of obtaining refinancing whatsoever, or of selling sufficient assets in the near future sufficient to pay the 2396 Indebtedness in full.
33. The building on the mortgaged Lands contains residential tenants, and the rent status of those units are currently unknown to BMO. I am of the view that a Receiver is necessary to manage the building and relations with the residential tenants during the liquidation process.
34. It is clear that 2396 is ceasing to carry on business in the ordinary course and BMO is of the view that the Lands should be placed in the hands of a Court appointed receiver such that it can be liquidated and the 2396 Indebtedness repaid.
35. Each of the Mortgage and 2396 GSA allow and provide for the appointment of a Receiver of 2396 by BMO.
36. The time periods applicable to the demands and notices served on the Defendants have expired and the Defendants have not satisfied the demands. Significant time has passed since the demands and notices expired, and no constructive communications have been received from 2396, Ali or Dini as to how they intend to repay the 2396 Indebtedness.
37. BMO's patience has now been exhausted, and as a result of all of the facts herein deposed to, I (and BMO through extension) am very concerned about the erosion of BMO's security and the preservation of the collateral subject to BMO's security interests.
38. I am respectfully of the view that it is just and convenient to appoint a Receiver in light of the above circumstances and that such an appointment is necessary for the protection of the estate of 2396, and for the protection of BMO's interests.
39. BDO Canada Limited has confirmed that it is prepared to consent to act as Receiver or Interim Receiver of the undertakings, assets, and properties of 2396. BMO supports the appointment of

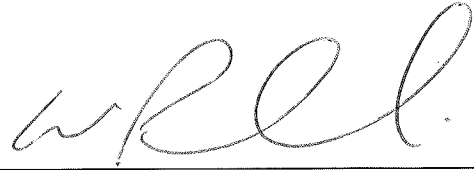
BDO Canada Limited as the Receiver or Interim Receiver of the assets, undertakings and properties of 2396.

40. I make this Affidavit *bona fide* in support of an application for the appointment of a Receiver over the undertakings, assets, and properties of 2396.

SWORN BEFORE ME at the City of Edmonton, in)
the Province of Alberta, this 6 day of November,)
2023.)
)
)



Commissioner for Oaths in and for the Province of
Alberta



WADE PLAWUCKI

Tamya Chowdhury
Barrister & Solicitor
In and for the Province of Alberta

This is Exhibit "A" referred to in the
Affidavit of Wade Plawucki dated November 6, 2023



A COMMISSIONER OF OATHS IN AND FOR
THE PROVINCE OF ALBERTA

Tamyia Chowdhury
Barrister & Solicitor
In and for the Province of Alberta

Government Corporation/Non-Profit Search of Alberta ■ Corporate Registration System

Date of Search: 2023/10/13
Time of Search: 06:25 AM
Search provided by: ELDOR-WAL REGISTRATIONS (1987) LTD
Service Request Number: 40658163
Customer Reference Number:

Corporate Access Number: 2023966100
Business Number: 759053705
Legal Entity Name: 2396610 ALBERTA INC.

Legal Entity Status: Active
Alberta Corporation Type: Numbered Alberta Corporation
Registration Date: 2021/12/22 YYYY/MM/DD

Registered Office:

Street: 17907 62 ST
City: EDMONTON
Province: ALBERTA
Postal Code: T5Y3Z4

Records Address:

Street: 17907 62 ST
City: EDMONTON
Province: ALBERTA
Postal Code: T5Y3Z4

Email Address: AB@INCORPORATIONPRO.CA

Primary Agent for Service:

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
DINI	ALI			17907 62 ST	EDMONTON	ALBERTA	T5Y3Z4	DINALI80@GMAIL.COM

Directors:

Last Name: DINI
First Name: ALI
Street/Box Number: 17907 62 ST
City: EDMONTON
Province: ALBERTA
Postal Code: T5Y3Z4

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: SEE SCHEDULE A
Share Transfers: THERE WILL BE NO SHARE TRANSFERS WITHOUT THE CONSENT OF THE BOARD OF DIRECTORS OR UNANIMOUS
Restrictions: SHAREHOLDERS AGREEMENT.
Min Number Of Directors: 1
Max Number Of Directors: 10
Business Restricted To: NO RESTRICTIONS
Business Restricted From: NO RESTRICTIONS
Other Provisions: SEE SCHEDULE B

Other Information:

Outstanding Returns:

Annual returns are outstanding for the 2022 file year(s).

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2021/12/22	Incorporate Alberta Corporation
2021/12/22	Update Business Number Legal Entity

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2021/12/22
Other Rules or Provisions	ELECTRONIC	2021/12/22

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



This is Exhibit "B" referred to in the
Affidavit of Wade Plawucki dated November 6, 2023

A COMMISSIONER OF OATHS IN AND FOR
THE PROVINCE OF ALBERTA

Tamya Chowdhury
Barrister & Solicitor
In and for the Province of Alberta

12240 - 137TH AVE,
EDMONTON, ALBERTA T5L 4Y4

February 07, 2022

2396610 ALBERTA INC.
17907 62 ST NW,
EDMONTON, ALBERTA T5Y 3Z4

Attention: ALI DINI

LETTER OF AGREEMENT

Bank of Montreal ("**BMO**") is pleased to advise that it has authorized the following new credit Facilities for **2396610 ALBERTA INC.** (each, a "**Facility**" and collectively, the "**Facilities**") on the terms and conditions outlined in this Letter of Agreement. The Schedules listed below and attached form part of this Letter of Agreement. Capitalised terms used but not defined have the meanings ascribed to them in Schedule D.

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

Borrower:	2396610 ALBERTA INC. (the "Borrower")
Guarantors:	ALI DINI ADEN ALI (the "Guarantors")
Total Facility Limit:	The total approved amount of all facilities shall not exceed \$937,500.00 at any time.



Your Product Summary

Facility/ Facilities:

Facility No.	Product type	Authorized Amount	Currency
1	Real Estate Facility - Shared limit/Multi-product/Multi-draw	\$937,500.00	CAD

Your Product Details

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

Facility # 1 - New	
Facility Authorization:	\$937,500.00 CAD
Available Amount:	\$937,500.00 CAD
Type of Loan:	Real Estate Financing
Purpose:	To purchase Multi-Unit Residential Building - 10734 108 Street, Edmonton, Alberta
Maximum Amortization:	300 months
Demand Loan Non Revolving	<p>Interest Rate: Prime Rate plus 1.50%. Interest is calculated monthly in arrears, and payable monthly. The Prime Rate in effect as of February 07, 2022 is 2.45%.</p> <p>Repayment Terms: Repayable on demand, provided that until demand is made by BMO:</p> <p>Blended monthly/quarterly/semi-annual/annual payments comprising principal and interest to be paid in arrears, on the last day of each month/quarter/semi-annual/annual. The amount of the payment will be initially determined based on the Loan amount, amortization and the interest rate in effect at the time of the Advance. Subject to review at BMO's sole discretion.</p> <p>OR</p> <p>Equal monthly/quarterly/semi-annual/annual principal payments and monthly interest, to be collected separately on the last day of each month/quarter/semi-annual/annual. The amount of the payments will be determined based on the Loan amount, amortization and the interest rate in effect at the time of the Advance, as applicable.</p> <p>Prepayments of principal in whole or in part are permitted, without penalty</p>
Fixed Rate Term Loan	<p>Type of Loan: Closed Term Loan or Prepayment Option Term Loan</p> <p>Interest Rate: To be determined at time of Advance.</p>



Notwithstanding the foregoing and unless otherwise prohibited by law, if the Loan is not paid in full with interest at the Maturity Date, the Loan shall bear interest at a rate per annum equal to the sum of 3% plus the Prime Rate, determined and accrued daily and compounded monthly, not in Advance, on the outstanding balance, from the Maturity Date and both before and after demand and both before and after judgment until actual payment in full.

Repayment Terms: Equal monthly/quarterly/semi-annual/annual principal payments and monthly interest, to be collected separately on the last day of each month/quarter/semi-annual/annual. The amount of the payments will be determined based on the Loan amount, payment frequency, amortization, and term.

OR

Blended monthly/quarterly/semi-annual/annual payments comprising principal and interest to be paid monthly in arrears, on the last day of each month/quarter/semi-annual/annual. The amount of the payment will be determined based on the Loan amount, term, amortization and the interest rate in effect at the time of the Advance.

The balance of the Loan then outstanding, together with all accrued and unpaid interest, shall be due and payable at the end of the term of the Loan.

Prepayment Terms: *Closed Term Loan Only*

Prepayment not permitted in whole or in part, prior to the maturity date.

Prepayment Option Term Loan Only

When not in Default, the Borrower may prepay an amount of principal up to 10% of the original loan amount once every calendar year without prior notice. These prepayment privileges are not cumulative.

Maximum Term: 5 years

Maturity Date: The last day of the month determined based on the term selected and the date of Advance.

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

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

At the request of the Borrower, the rate may be fixed up to 45 days before the Advance is made. If requested, the Borrower shall pay a refundable rate reservation fee of 1% of the principal amount of the Advance, which fee will be



Your Product Summary

refunded to the Borrower on the day the Advance is made. In the event that the Advance is cancelled by the Borrower, such fee will not be refunded to the Borrower.

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



Terms and Conditions

Conditions Precedent to Advances:

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

Conditions Precedent Held:

1. Completion of all necessary environmental due diligence and receipt of a Phase [1] environmental report satisfactory to BMO.
2. Receipt of satisfactory Rent Roll certified by an officer of the Borrower for the Lands.
3. Satisfactory review (site visit) of the Lands, and the condition of the improvements thereon.
4. Receipt of satisfactory appraisal of the Lands from an appraiser or agrologist satisfactory to BMO confirming a minimum market value of \$1,250,000, together with a letter by the appraiser or agrologist addressed to BMO confirming that BMO may rely on the appraisal for financing purposes.

Conditions Precedent to be Obtained:

1. Evidence of repayment of all indebtedness not otherwise permitted under this Agreement, as applicable.
2. Receipt of all notices, certificates, directions, forms or other Documentation required in connection with an Advance.
3. Confirmation that all real property Taxes have been paid to date.
4. Receipt of copies of all signed leases (including all amendments) with all current tenants of all or part of the Lands.
5. Confirmation that the Credit Parties have received independent legal advice.

Security:

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

Security to be Obtained:

1. Insurance on a "Fire and Extended Coverage" or "All Risks" basis must be arranged (with satisfactory evidence thereof delivered to BMO) satisfactory to BMO for the full insurable or replacement value with loss payable to BMO. The policy is to contain the Standard Mortgage Clause. A copy of the policy is to be provided
2. Delivery of an Up to Date or Existing survey/certificate of location of Mortgaged Property(ies) and all buildings located on the Mortgaged Property(ies), prepared by a surveyor licensed in the jurisdiction in which the property is located, which bears the name, address and signature of the surveyor, his official seal and licence number (any, or both), the date of a survey, and includes a Surveyor's Certificate in the form and content required by the jurisdiction(s) in which the property is located OR - Title insurance from Approved Title Insurance Provider in respect of Lot 192, Block 8, Plan B4 naming BMO as beneficiary
3. Registered first-ranking All Indebtedness Mortgage in the amount of \$937,500.00 registered over Lot 192, Block 8, Plan B4 with the municipal address of 10734 108 St NW, Edmonton, AB, T5H3A5 (the "Mortgaged Property") with appropriate enabling resolutions and Documentation
Assignment of Rents over 10734 108 St NW, Edmonton, AB, T5H3A5.



Terms and Conditions

4. \$937,500.00 Personal guarantee from ALI DINI and ADEN ALI with independent legal advice
5. Registered General Security Agreement ("GSA")/Moveable Hypothec ("Hypothec") providing BMO with a security interest/hypothec over all present and after-acquired personal/movable property of the Borrower with a First ranking for CDN Accounts Receivable, Machinery and Equipment, Inventory/Warehouse Receipts

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

Covenants:

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

Additional Covenants:

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

1. The Borrower will not, without BMO's prior written consent, participate in any retrofit project or energy or water efficiency project affecting the Mortgaged Property which would have the effect of creating a lien, hypothec or other interest (including, but without limitation, a local improvement charge or similar interest) in the Mortgaged Property ranking, or potentially ranking, in priority to or *pari passu* with the interest of BMO in the Mortgaged Property, whether or not such project is sponsored or endorsed by a municipal or other government, governmental organization or utility.

Reporting Requirements:

Annual	The following is to be provided within 120 days of Borrower's fiscal year end:
	<ul style="list-style-type: none">- Minimum Accountant Prepared Notice to Reader Year End Financial Statements for 2396610 Alberta Inc.- Corporate Income Tax Return and Notice of Assessment for 2396610 Alberta Inc.- Up-to-date Rent Roll for 10734 108 St NW, Edmonton, AB- Confirmation of Valid Fire Insurance and Property Taxes Paid for 10734 108 St NW, Edmonton, AB- Personal Income Tax Return and Notice of Assessment for Ali Dini- Updated Personal Net Worth Statement with Confirmation of Assets for Ali Dini- Such other information as requested by the Bank from time to time

A \$100 per month fee will be applied for non compliance with reporting requirements. The application of this fee does not waive the Default condition.

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

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



Terms and Conditions

Representations and Warranties:

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

Noteless Advances:

The Borrower acknowledges that the actual recording of the amount of any Advance or repayment thereof under the Facilities, and interest, fees and other amounts due in connection with the Facilities, in an account of the Borrower maintained by BMO, shall constitute prima facie evidence of the Borrower's indebtedness and liability from time to time under the Facilities; provided that the obligation of the Borrower to pay or repay any indebtedness and liability in accordance with the terms and conditions of the Facilities set out in this Letter of Agreement shall not be affected by the failure of BMO to make such recording. The Borrower also hereby acknowledges being indebted to BMO for principal amounts shown as outstanding from time to time in BMO's account records, and all accrued and unpaid interest in respect thereto, which principal and interest the Borrower hereby undertakes to pay to BMO in accordance with the terms and conditions applicable to the Facilities as set out in this Letter of Agreement.

Fees:

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

A one-time fee ("Fee") of \$3280.00 is payable by the Borrower to BMO upon acceptance of this Letter of Agreement. This fee is deemed to be earned by BMO upon acceptance of this Letter of Agreement, to compensate for time, effort and expense incurred by BMO in authorizing these Facilities.

Credit renewal fees will be payable as advised by BMO annually; at the date of this letter such fees are estimated to be \$1,000. All fees payable under this Letter of Agreement shall be paid to BMO on the dates due, in immediately available funds. Fees paid shall not be refundable except in the case of manifest error in the calculation of any fee payment.

Banking Services:

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

Treasury & Payment Solutions:

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



Commercial Loan Insurance Plan:

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

Counterparts; Electronic Transmissions:

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

Governing Law:

Alberta and the federal Laws of Canada applicable therein.

Schedules:

The following Schedules are attached to and form part of this letter of agreement:

Schedule A - Covenants

Schedule B - Representations and Warranties

Schedule C - Conditions Precedent to Advances

BMO's Legal Counsel:

John Williams
Prowse Chowne LLP
#1300, The Phipps-McKinnon Building
10020 101A Avenue
Edmonton, AB T5J 3G2
Phone: 780-439-7171
Fax: 780-439-0475
Email: jwilliams@prowsechowne.com



Agreement and Consent

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

Please indicate your acceptance of the terms and conditions hereof by signing and returning one copy of this Letter of Agreement (and making payment of the above noted fee, if applicable) to BMO no later than February 18, 2022. If your acceptance of this Letter of Agreement is not received by BMO by that date, BMO shall not be required to proceed with any of the Facilities.

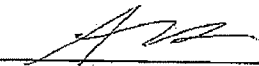
Yours truly,
BANK OF MONTREAL

By: 
Name: CHERRY CHEN
Title: Relationship Manager

Accepted and agreed to this 10 day of February, 20 22
(Day) (Month) (Year)

BORROWER

2396610 ALBERTA INC.

Signature: 

Name: Ali Dini

Title: Director / CEO



Agreement and Consent

GUARANTORS

ADEN ALI

Signature: Aden

Name: ADEN ALI

Witness Signature: Abu Kar Dini

Witness Name: Abu Kar Dini

ALI DINI

Signature: Ali Dini

Name: ALI DINI

Witness Signature: Abu Kar Dini

Witness Name: Abu Kar Dini



SCHEDULE A

COVENANTS

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

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



SCHEDULE B

REPRESENTATIONS AND WARRANTIES

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



SCHEDULE CADDITIONAL CONDITIONS PRECEDENT TO ADVANCES

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



SCHEDULE D

DEFINITIONS

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

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

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

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

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

"including" means including but without limitation.

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

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

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

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

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



Schedules

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

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

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



This is Exhibit "C" referred to in the
Affidavit of Wade Plawucki dated November 6, 2023



A COMMISSIONER OF OATHS IN AND FOR
THE PROVINCE OF ALBERTA

Tanya Chowdhury
Barrister & Solicitor
In and for the Province of Alberta

To: Client Name(s): 2396610 Alberta Inc.

Payout Statement Preparation Date: **September 19, 2023** the "Payout Date".
 Payout calculation is for receipt of funds by BMO prior to close of business: **September 19, 2023**.
 Future Date Payout, if provided, is an estimate of additional cost and charges for receipt of funds on date indicated.
 Payout Calculation is subject to: 1) transactions in progress not yet posted, 2) changes in Prime Rate, 3) per diem charges hereafter and 4) regularly scheduled transactions

This Payout Calculation is compiled for: information purposes only, or final payout quote not exceeding 15 days to Payout Date (check one)

Account Number	Type of Loan Product	Principal Balance at Payout Quote Date (1)	Uncollected Accrued Interest at Last End of Month (EOM) (2)	Accrued Interest on Principal Balance from EOM to Payout Calculation Date (3)	Uncollected Accrued Interest prior to Payout Date (4)	Payout Penalty (5)	Total Other Charge (**) (6)	Total (7)=sum(1) to (6) inclusive	Per Diem (8)	Interest Rate Basis (9)	Interest Rate Spread (10)
1	DLNR	\$ 936,560.74	\$ 27,054.98	\$ 4,137.82				\$ 967,753.54	\$ 229.68	Prime +	1.5000%
2									\$ -		
3									\$ -		
4									\$ -		
5									\$ -		
6									\$ -		
Totals:		\$ 936,560.74 (A)	\$ 27,054.98 (B)	\$ 4,137.82 (C)	\$ - (D)	\$ - (E)	\$ - (F)	\$ 967,753.54 (G)	\$ 229.68 (H)		

PAYOUT AS AT: September 19, 2023

Principal Balance	\$ 936,560.74 (A)
Accrued Interest	\$ 31,192.80 (B)+(C)+(D)
Penalty	\$ - (E)
Total Other Charge **	\$ - (F)
TOTAL AS AT: September 19, 2023	\$ 967,753.54 (G)
Per Diem Rate	\$ 229.68 (H)

FUTURE DATE PAYOUT: (if applicable)

Principal Balance	\$ 936,560.74
Accrued Interest	\$ 31,192.80
Penalty	\$ -
Total Other Charge **	\$ -
TOTAL AS AT:	\$ 967,753.54
Per Diem Rate	\$ 229.68

Notes:
 Loan balance includes legal expense added of \$3,690.57

Prime Rate on Payout Calculation Date: 7.20%

** Other Charges Defined:

** Total Other Charge \$ -

This is Exhibit "D" referred to in the
Affidavit of Wade Plawucki dated November 6, 2023



A COMMISSIONER OF OATHS IN AND FOR
THE PROVINCE OF ALBERTA

Tanya Chowdhury
Barrister & Solicitor
In and for the Province of Alberta

To BANK OF MONTREAL:

IN CONSIDERATION of Bank of Montreal (the "Bank") dealing with **2396610 Alberta Inc.** ("the Customer"), the undersigned hereby jointly and severally (solidarily in the Province of Québec) guarantees payment to the Bank of all present and future debts and liabilities in any currency, direct, indirect, contingent or otherwise, matured or not, including interest thereon, now or at any time, due or owing to the Bank from or by the Customer or by any successor of the Customer, whether arising from dealings between the Bank and the Customer or from other dealings or proceedings by which the Bank may be or become in any manner whatever a creditor of the Customer, wherever incurred and whether incurred by the Customer as principal or surety, alone or jointly with any other person, or otherwise howsoever. The liability of the undersigned (or each undersigned, if more than one), under this Guarantee, is limited to the aggregate amount of **Nine Hundred Thirty-Seven Thousand Five Hundred Dollars (\$937,500.00)** plus interest thereon at a rate of three (3%) per cent per annum above the Bank's prime interest rate in effect from time to time, from and including the date of demand until payment, and legal or other costs, charges and expenses. The liability of the undersigned to make payment under this Guarantee shall arise immediately after demand for payment under this Guarantee has been made in writing by the Bank on the undersigned or any one of them, if more than one. The term "prime interest rate" means the floating annual rate of interest established from time to time by the Bank as the base rate it uses to determine rates of interest on Canadian dollar loans to customers in Canada and designated as Prime Rate.

IT IS AGREED that no change in the name, objects, capital stock, ownership, control or constitution of the Customer shall in any way affect the liability of the undersigned with respect to transactions occurring either before or after any such change. If the Customer amalgamates with one or more other corporations this Guarantee shall continue and apply to all debts and liabilities owing to the Bank by the corporation continuing from the amalgamation. The Bank shall not be required to inquire into or confirm the powers of the Customer or any of its directors or other agents acting or purporting to act on its behalf, and all amounts, liabilities, advances, renewals and credits in fact incurred, borrowed or obtained from the Bank shall be deemed to form part of the debts and liabilities hereby guaranteed, notwithstanding whether incurring such debts or liabilities exceeded the powers of the Customer or of its directors or agents, or was in any way irregular, defective or improper.

IT IS FURTHER AGREED that the undersigned shall be liable to the Bank in respect of all debts and liabilities, subject to the limitation, if any, set forth in the first paragraph of this Guarantee, stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, notwithstanding whether any such agreement or any provision thereof is invalid, void, illegal, or unenforceable and notwithstanding whether such agreement was properly completed, entered into or authorized. Subject to the limitation, if any, set forth in the first paragraph of this Guarantee, the undersigned shall indemnify and save the Bank harmless from any losses which may arise by virtue of any debts and liabilities stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, or any other agreement relating to any of the foregoing, being or becoming for any reason whatsoever in whole or in part (a) void, voidable, null, *ultra vires*, illegal, invalid, ineffective or otherwise unenforceable in accordance with its terms, or (b) released or discharged by operation of law (all of the foregoing being an "Indemnifiable Circumstance"). For greater certainty, the losses shall include the amount of all debts and liabilities owing to the Bank by the Customer which would have been payable by the Customer but for the Indemnifiable Circumstance. Nothing set out herein shall be interpreted as requiring any debts or liabilities which are hereby guaranteed to be documented by written agreement between the Bank and the Customer.

IT IS FURTHER AGREED that the Bank, without the consent of the undersigned and without exonerating in whole or in part the undersigned, may grant time, renewals, extensions, indulgences, releases and discharges to, may abstain from taking, perfecting or realizing upon security from, may release security to, may accept compositions from, and may otherwise change the terms of any of the debts and liabilities hereby guaranteed and otherwise deal with, the Customer and all other persons (including any other undersigned and any other guarantor) and security, as the Bank may see fit. No loss or diminution of any security received by the Bank from the Customer or others, whether the loss or diminution is due to the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this Guarantee. All dividends, compositions, and amounts received by the Bank from the Customer or from any other person or estate capable of being applied by the Bank in reduction of the debts and liabilities hereby guaranteed, shall be regarded for all purposes as payments in gross, and the Bank shall be entitled to prove against the estate of the Customer upon any insolvency or winding-up in respect of the whole of said debts and liabilities, and the undersigned shall have no right to be subrogated to the Bank in respect of any such proof until the Bank has received from such estate payment in full of its claim with interest.

AND IT IS FURTHER AGREED that this shall be a continuing guarantee, and shall guarantee any ultimate balance owing to the Bank, including all costs, charges and expenses which the Bank may incur in enforcing or obtaining payment of amounts due to the Bank from the Customer either alone or in conjunction with any other person or otherwise howsoever, or attempting to do so. The Bank shall not be obliged to seek recourse against the Customer or any other person or realize upon any security it may hold before being entitled to payment from the undersigned of all debts and liabilities hereby guaranteed. The undersigned hereby renounces the benefits of discussion and division. The undersigned renounces claiming or setting up against the Bank any right which such undersigned may have to be subrogated in any of the rights, hypothecs, privileges and other security held from time to time by the Bank. The undersigned may terminate the further liability of such terminating party under this continuing Guarantee by providing ninety days' prior written notice to be given to the Bank. The liability of such terminating party shall continue under this Guarantee during such 90-day period, notwithstanding the death or insanity of such terminating party. After the expiry of such 90-day period, the terminating party shall be released from this Guarantee with respect to debts and liabilities arising after the expiry of such 90-day period but shall remain liable under this Guarantee in respect of all debts and liabilities owing to the Bank prior to the expiry of such 90-day period and also in respect of any contingent or future liabilities incurred to or by the Bank on or before such date which mature thereafter. Termination by the undersigned or the executors, liquidators, administrators or legal representatives of such undersigned shall not terminate the liability hereunder of any other undersigned. If after such termination any payment from the Customer must be returned to the Customer, or any successor or representative of the Customer, for any reason (including the designation of such payment as a mistake or as a preference following the bankruptcy of the Customer), then this Guarantee shall continue after the termination as if such payment had not been made. A written statement from any manager or acting manager of the Bank purporting to show the amount at any particular time due and payable to the Bank, and guaranteed by this Guarantee, shall be conclusive evidence as against the undersigned that such amount is at such time so due and payable to the Bank and is guaranteed hereby. Each of the executors, liquidators, administrators and legal representatives of the undersigned shall immediately give notice in writing to the Bank of the death of such undersigned.

THIS CONTRACT shall be construed in accordance with the laws of the Province of Alberta and for the purpose of legal proceedings this contract shall be deemed to have been made in the said province and to be performed there, and the courts of that province shall have non-exclusive jurisdiction over all disputes which may arise under this contract, provided always that nothing herein contained shall prevent the Bank from proceeding at its election against the undersigned in the courts of any other province or country.

IF ANY PROVISION of this Guarantee is determined to be unenforceable, prohibited, invalid or illegal, it shall be severed from this Guarantee solely to the extent of such unenforceability, prohibition, invalidity or illegality and the remainder of such provision and the remainder of this Guarantee shall be unaffected thereby. The liability of the undersigned under this Guarantee shall not be terminated if this Guarantee is held to be unenforceable against any other undersigned.

ALL DEBTS AND LIABILITIES present and future of the Customer to the undersigned are hereby assigned (to the extent permitted by applicable law) to the Bank and postponed to the debts and liabilities of the Customer to the Bank and all such amounts paid to the undersigned or its assigns shall be received on behalf of and in trust for the Bank and shall immediately be paid over to the Bank. Any request by the undersigned to the Bank for useful information respecting the content and the terms and conditions of the debts and liabilities of the Customers hereby guaranteed or the progress made in their performance, shall be made in writing by such undersigned to the Bank.

THE UNDERSIGNED acknowledges that this Guarantee has been delivered free of any conditions and that no representations have been made to the undersigned affecting the liability of the undersigned under this Guarantee save as may be specifically embodied herein and agrees that this Guarantee is in addition to and not in substitution for any other guarantees now or subsequently held by the Bank.

THE UNDERSIGNED represents and warrants that (i) it fully understands the provisions of this Guarantee and its obligations hereunder; (ii) it has been afforded the opportunity to engage independent legal counsel, at its own expense, to explain the provisions of this Guarantee and its obligations hereunder; and (iii) it has either engaged legal counsel in connection with its execution of this Guarantee or has decided, at its sole discretion, not to do so.

THE UNDERSIGNED agrees, without limitation of the rights of the Bank under applicable law, that the Bank may apply any amounts owing to, or sum standing to the credit of, the undersigned with any office, branch, subsidiary or affiliate of the Bank to the payment when due of any amount owing by the undersigned hereunder. For this purpose, the Bank may convert any such amount or sum into the currency of the amount owing hereunder at a rate of exchange at which the Bank could purchase the relevant currency on the relevant date acting in good faith.


THIS GUARANTEE shall remain in effect notwithstanding any change in the circumstances having led the undersigned to execute this Guarantee and notwithstanding the termination of or a change in the office or duties of such undersigned or in any relationship between such undersigned and the Customer.

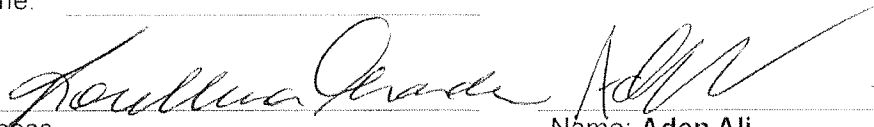
THE UNDERSIGNED acknowledges and agrees that the Bank may make a claim or demand payment hereunder notwithstanding any limitation period regarding such claim or demand set forth in the *Limitations Act, 2002* (Ontario) or under any other applicable law with similar effect and, to the maximum extent permitted by applicable law, any limitations periods set forth in such act or applicable law are hereby explicitly excluded or, if excluding such limitations periods is not permitted by such act or applicable law, are hereby extended to the maximum limitation period permitted by such act or applicable law. For greater certainty, the undersigned acknowledges and agrees that this Guarantee is a "business agreement" as defined under Section 22 of the *Limitations Act, 2002* (Ontario).

IN THIS GUARANTEE, unless the context otherwise requires, references to the undersigned shall be interpreted as referring to each of the undersigned if there is more than one undersigned.

It is the express wish of the parties hereto that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

Dated: March 07, 2022, at Edmonton, Alberta.


Witness Name: ROSELLINA I. GIARDINO Name: Ali Dini


Witness Name: ROSELLINA I. GIARDINO Name: Aden Ali


CERTIFICATE
(FOR USE IN THE PROVINCE OF ALBERTA ONLY)

I hereby certify that:

1. Ali Dini of Edmonton, Alberta, one of the guarantors in the guarantee dated March 07, 2022 made between Ali Dini and Aden Ali and BANK OF MONTREAL, which this certificate is attached to or noted on, appeared in person before me and acknowledged that he had executed the guarantee.
2. I satisfied myself by examination of the guarantor that he is aware of the contents of the guarantee and understands it.

ROSELLINA I. GIARDINO


CERTIFIED by _____, Barrister and Solicitor at the City of Edmonton, in the Province of Alberta, on March 07, 2022.


Signature of Barrister and Solicitor

Rosellina Giardino
Barrister & Solicitor
Commissioner for Certificates
and for Alberta

STATEMENT OF GUARANTOR

I am the person named in this certificate.



Ali Dini

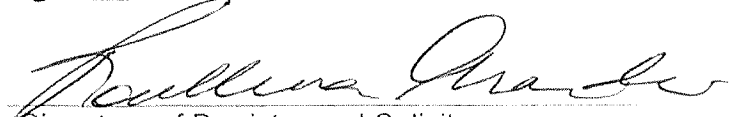


CERTIFICATE
(FOR USE IN THE PROVINCE OF ALBERTA ONLY)

I hereby certify that:

1. Ali Dini of Edmonton, Alberta, one of the guarantors in the guarantee dated March 07 2022 made between Ali Dini and Aden Ali and BANK OF MONTREAL, which this certificate is attached to or noted on, appeared in person before me and acknowledged that he had executed the guarantee.
2. I satisfied myself by examination of the guarantor that he is aware of the contents of the guarantee and understands it.

CERTIFIED by ROSELLINA I. GIARDINO, Barrister and Solicitor at the City of Edmonton, in the Province of Alberta, on March 07, 2022.


Signature of Barrister and Solicitor

Rosellina Giardino
Barrister & Solicitor
Commissioner for Oaths
in and for Alberta

STATEMENT OF GUARANTOR

I am the person named in this certificate.

 
Ali Dini

This is Exhibit "E" referred to in the
Affidavit of Wade Plawucki dated November 6, 2023

A COMMISSIONER OF OATHS IN AND FOR
THE PROVINCE OF ALBERTA

Tamya Chowdhury
Barrister & Solicitor
In and for the Province of Alberta

To BANK OF MONTREAL:

IN CONSIDERATION of Bank of Montreal (the "Bank") dealing with **2396610 Alberta Inc.** ("the Customer"), the undersigned hereby jointly and severally (solidarily in the Province of Québec) guarantees payment to the Bank of all present and future debts and liabilities in any currency, direct, indirect, contingent or otherwise, matured or not, including interest thereon, now or at any time, due or owing to the Bank from or by the Customer or by any successor of the Customer, whether arising from dealings between the Bank and the Customer or from other dealings or proceedings by which the Bank may be or become in any manner whatever a creditor of the Customer, wherever incurred and whether incurred by the Customer as principal or surety, alone or jointly with any other person, or otherwise howsoever. The liability of the undersigned (or each undersigned, if more than one), under this Guarantee, is limited to the aggregate amount of **Nine Hundred Thirty-Seven Thousand Five Hundred Dollars (\$937,500.00)** plus interest thereon at a rate of three (3%) per cent per annum above the Bank's prime interest rate in effect from time to time, from and including the date of demand until payment, and legal or other costs, charges and expenses. The liability of the undersigned to make payment under this Guarantee shall arise immediately after demand for payment under this Guarantee has been made in writing by the Bank on the undersigned or any one of them, if more than one. The term "prime interest rate" means the floating annual rate of interest established from time to time by the Bank as the base rate it uses to determine rates of interest on Canadian dollar loans to customers in Canada and designated as Prime Rate.

IT IS AGREED that no change in the name, objects, capital stock, ownership, control or constitution of the Customer shall in any way affect the liability of the undersigned with respect to transactions occurring either before or after any such change. If the Customer amalgamates with one or more other corporations this Guarantee shall continue and apply to all debts and liabilities owing to the Bank by the corporation continuing from the amalgamation. The Bank shall not be required to inquire into or confirm the powers of the Customer or any of its directors or other agents acting or purporting to act on its behalf, and all amounts, liabilities, advances, renewals and credits in fact incurred, borrowed or obtained from the Bank shall be deemed to form part of the debts and liabilities hereby guaranteed, notwithstanding whether incurring such debts or liabilities exceeded the powers of the Customer or of its directors or agents, or was in any way irregular, defective or improper.

IT IS FURTHER AGREED that the undersigned shall be liable to the Bank in respect of all debts and liabilities, subject to the limitation, if any, set forth in the first paragraph of this Guarantee, stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, notwithstanding whether any such agreement or any provision thereof is invalid, void, illegal, or unenforceable and notwithstanding whether such agreement was properly completed, entered into or authorized. Subject to the limitation, if any, set forth in the first paragraph of this Guarantee, the undersigned shall indemnify and save the Bank harmless from any losses which may arise by virtue of any debts and liabilities stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, or any other agreement relating to any of the foregoing, being or becoming for any reason whatsoever in whole or in part (a) void, voidable, null, *ultra vires*, illegal, invalid, ineffective or otherwise unenforceable in accordance with its terms, or (b) released or discharged by operation of law (all of the foregoing being an "Indemnifiable Circumstance"). For greater certainty, the losses shall include the amount of all debts and liabilities owing to the Bank by the Customer which would have been payable by the Customer but for the Indemnifiable Circumstance. Nothing set out herein shall be interpreted as requiring any debts or liabilities which are hereby guaranteed to be documented by written agreement between the Bank and the Customer.

IT IS FURTHER AGREED that the Bank, without the consent of the undersigned and without exonerating in whole or in part the undersigned, may grant time, renewals, extensions, indulgences, releases and discharges to, may abstain from taking, perfecting or realizing upon security from, may release security to, may accept compositions from, and may otherwise change the terms of any of the debts and liabilities hereby guaranteed and otherwise deal with, the Customer and all other persons (including any other undersigned and any other guarantor) and security, as the Bank may see fit. No loss or diminution of any security received by the Bank from the Customer or others, whether the loss or diminution is due to the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this Guarantee. All dividends, compositions, and amounts received by the Bank from the Customer or from any other person or estate capable of being applied by the Bank in reduction of the debts and liabilities hereby guaranteed, shall be regarded for all purposes as payments in gross, and the Bank shall be entitled to prove against the estate of the Customer upon any insolvency or winding-up in respect of the whole of said debts and liabilities, and the undersigned shall have no right to be subrogated to the Bank in respect of any such proof until the Bank has received from such estate payment in full of its claim with interest.

AND IT IS FURTHER AGREED that this shall be a continuing guarantee, and shall guarantee any ultimate balance owing to the Bank, including all costs, charges and expenses which the Bank may incur in enforcing or obtaining payment of amounts due to the Bank from the Customer either alone or in conjunction with any other person or otherwise howsoever, or attempting to do so. The Bank shall not be obliged to seek recourse against the Customer or any other person or realize upon any security it may hold before being entitled to payment from the undersigned of all debts and liabilities hereby guaranteed. The undersigned hereby renounces the benefits of discussion and division. The undersigned renounces claiming or setting up against the Bank any right which such undersigned may have to be subrogated in any of the rights, hypothecs, privileges and other security held from time to time by the Bank. The undersigned may terminate the further liability of such terminating party under this continuing Guarantee by providing ninety days' prior written notice to be given to the Bank. The liability of such terminating party shall continue under this Guarantee during such 90-day period, notwithstanding the death or insanity of such terminating party. After the expiry of such 90-day period, the terminating party shall be released from this Guarantee with respect to debts and liabilities arising after the expiry of such 90-day period but shall remain liable under this Guarantee in respect of all debts and liabilities owing to the Bank prior to the expiry of such 90-day period and also in respect of any contingent or future liabilities incurred to or by the Bank on or before such date which mature thereafter. Termination by the undersigned or the executors, liquidators, administrators or legal representatives of such undersigned shall not terminate the liability hereunder of any other undersigned. If after such termination any payment from the Customer must be returned to the Customer, or any successor or representative of the Customer, for any reason (including the designation of such payment as a mistake or as a preference following the bankruptcy of the Customer), then this Guarantee shall continue after the termination as if such payment had not been made. A written statement from any manager or acting manager of the Bank purporting to show the amount at any particular time due and payable to the Bank, and guaranteed by this Guarantee, shall be conclusive evidence as against the undersigned that such amount is at such time so due and payable to the Bank and is guaranteed hereby. Each of the executors, liquidators, administrators and legal representatives of the undersigned shall immediately give notice in writing to the Bank of the death of such undersigned.

THIS CONTRACT shall be construed in accordance with the laws of the Province of Alberta and for the purpose of legal proceedings this contract shall be deemed to have been made in the said province and to be performed there, and the courts of that province shall have non-exclusive jurisdiction over all disputes which may arise under this contract, provided always that nothing herein contained shall prevent the Bank from proceeding at its election against the undersigned in the courts of any other province or country.

IF ANY PROVISION of this Guarantee is determined to be unenforceable, prohibited, invalid or illegal, it shall be severed from this Guarantee solely to the extent of such unenforceability, prohibition, invalidity or illegality and the remainder of such provision and the remainder of this Guarantee shall be unaffected thereby. The liability of the undersigned under this Guarantee shall not be terminated if this Guarantee is held to be unenforceable against any other undersigned.

ALL DEBTS AND LIABILITIES present and future of the Customer to the undersigned are hereby assigned (to the extent permitted by applicable law) to the Bank and postponed to the debts and liabilities of the Customer to the Bank and all such amounts paid to the undersigned or its assigns shall be received on behalf of and in trust for the Bank and shall immediately be paid over to the Bank. Any request by the undersigned to the Bank for useful information respecting the content and the terms and conditions of the debts and liabilities of the Customers hereby guaranteed or the progress made in their performance, shall be made in writing by such undersigned to the Bank.

THE UNDERSIGNED acknowledges that this Guarantee has been delivered free of any conditions and that no representations have been made to the undersigned affecting the liability of the undersigned under this Guarantee save as may be specifically embodied herein and agrees that this Guarantee is in addition to and not in substitution for any other guarantees now or subsequently held by the Bank.

THE UNDERSIGNED represents and warrants that (i) it fully understands the provisions of this Guarantee and its obligations hereunder; (ii) it has been afforded the opportunity to engage independent legal counsel, at its own expense, to explain the provisions of this Guarantee and its obligations hereunder; and (iii) it has either engaged legal counsel in connection with its execution of this Guarantee or has decided, at its sole discretion, not to do so.

THE UNDERSIGNED agrees, without limitation of the rights of the Bank under applicable law, that the Bank may apply any amounts owing to, or sum standing to the credit of, the undersigned with any office, branch, subsidiary or affiliate of the Bank to the payment when due of any amount owing by the undersigned hereunder. For this purpose, the Bank may convert any such amount or sum into the currency of the amount owing hereunder at a rate of exchange at which the Bank could purchase the relevant currency on the relevant date acting in good faith.

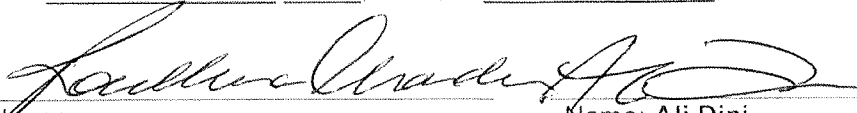
THIS GUARANTEE shall remain in effect notwithstanding any change in the circumstances having led the undersigned to execute this Guarantee and notwithstanding the termination of or a change in the office or duties of such undersigned or in any relationship between such undersigned and the Customer.

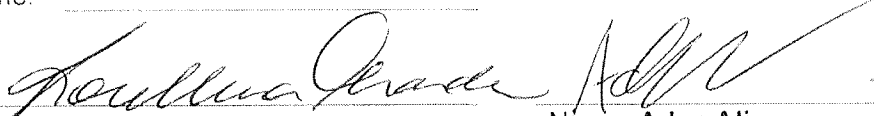
THE UNDERSIGNED acknowledges and agrees that the Bank may make a claim or demand payment hereunder notwithstanding any limitation period regarding such claim or demand set forth in the *Limitations Act, 2002* (Ontario) or under any other applicable law with similar effect and, to the maximum extent permitted by applicable law, any limitations periods set forth in such act or applicable law are hereby explicitly excluded or, if excluding such limitations periods is not permitted by such act or applicable law, are hereby extended to the maximum limitation period permitted by such act or applicable law. For greater certainty, the undersigned acknowledges and agrees that this Guarantee is a "business agreement" as defined under Section 22 of the *Limitations Act, 2002* (Ontario).

IN THIS GUARANTEE, unless the context otherwise requires, references to the undersigned shall be interpreted as referring to each of the undersigned if there is more than one undersigned.

It is the express wish of the parties hereto that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

Dated: March 07, 2022, at Edmonton, Alberta.


Witness Name: ROSELLINA I. GIARDINO Name: Ali Dini


Witness Name: ROSELLINA I. GIARDINO Name: Aden Ali

CERTIFICATE
(FOR USE IN THE PROVINCE OF ALBERTA ONLY)

I hereby certify that:

1. Aden Ali of Edmonton, Alberta, one of the guarantors in the guarantee dated March 07, 2022 made between Ali Dini and Aden Ali and BANK OF MONTREAL, which this certificate is attached to or noted on, appeared in person before me and acknowledged that he had executed the guarantee.
2. I satisfied myself by examination of the guarantor that he is aware of the contents of the guarantee and understands it.


CERTIFIED by ROSELLINA I. GIARDINO, Barrister and Solicitor at the City of Edmonton, in the Province of Alberta, on March 07, 2022.


Signature of Barrister and Solicitor

Rosellina Giardino
Barrister & Solicitor
Commissioner for Oaths
in and for Alberta

STATEMENT OF GUARANTOR

I am the person named in this certificate.


Aden Ali



This is Exhibit "F" referred to in the
Affidavit of Wade Plawucki dated November 6, 2023



A COMMISSIONER OF OATHS IN AND FOR
THE PROVINCE OF ALBERTA

Tanya Chowdhury
Barrister & Solicitor
In and for the Province of Alberta



LAND TITLE CERTIFICATE

B
LINC SHORT LEGAL TITLE NUMBER
0013 262 472 B4;8;192 222 141 226

LEGAL DESCRIPTION
PLAN B4
BLOCK 8
LOT 192

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;24;53;HB

MUNICIPALITY: CITY OF EDMONTON

REFERENCE NUMBER: 212 094 793

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
222 141 226	22/06/2022	TRANSFER OF LAND	\$1,250,000	\$1,250,000

OWNERS

2396610 ALBERTA INC.
OF 17907-62 STREET
EDMONTON
ALBERTA T5Y 3Z4

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION		
NUMBER	DATE (D/M/Y)	PARTICULARS
222 135 719	14/06/2022	CAVEAT RE : PURCHASERS INTEREST CAVEATOR - 2396610 ALBERTA INC. C/O GIARDINO LAW 218, 10113-104 STREET EDMONTON ALBERTA T5J1A1 AGENT - ROSELLINA GIARDINO
222 141 227	22/06/2022	MORTGAGE

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
222 141 226

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

MORTGAGEE - BANK OF MONTREAL.
12240-137 AVE NW
EDMONTON
ALBERTA T5L4Y4
ORIGINAL PRINCIPAL AMOUNT: \$937,500

232 193 194 20/06/2023 CAVEAT
RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - BANK OF MONTREAL.
12240-137 AVE NW
EDMONTON
ALBERTA T5L4Y4
AGENT - JOHN B WILLIAMS

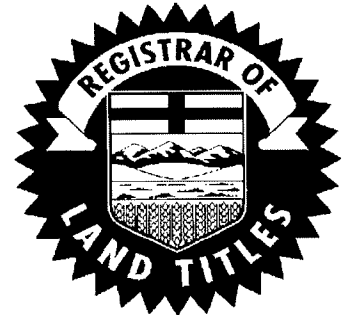
232 287 281 21/09/2023 CAVEAT
RE : AGREEMENT CHARGING LAND
CAVEATOR - BANK OF MONTREAL.
C/O DENTONS CANADA LLP
2500 STANTEC TOWER
10220-103 AVE
EDMONTON
ALBERTA T5J0K4
AGENT - AMEEN TEJANI

TOTAL INSTRUMENTS: 004

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 16 DAY OF
OCTOBER, 2023 AT 02:02 P.M.

ORDER NUMBER: 48607282

CUSTOMER FILE NUMBER:



END OF CERTIFICATE

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

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

This is Exhibit "G" referred to in the
Affidavit of Wade Plawucki dated November 6, 2023



A COMMISSIONER OF OATHS IN AND FOR
THE PROVINCE OF ALBERTA

Tamyra Chowdhury
Barrister & Solicitor
In and for the Province of Alberta

Bank of Montreal

**MORTGAGE OF LAND
LAND TITLES ACT (ALBERTA)**

Mortgagor:

Name: 2396610 Alberta Inc.

Address: 17907 62 St.
Edmonton, Alberta T5Y 3Z4

	Joint Tenant	Tenant in Common	Life Estate
x	Fee Simple	Leasehold	

Mortgagee: BANK OF MONTREAL

Address: 12240 137 Ave. NW
Edmonton, Alberta T5L 4Y4

Mortgaged Land Description:

PLAN B4
BLOCK 8
LOT 192

Principal Amount Secured: \$937,500.00

Interest Rate: Mortgagee's Prime Rate plus 5% per annum calculated and payable monthly not in advance, both before and after demand, both before and after default and both before and after judgment with interest calculated and payable on overdue interest.

Term of Mortgage / Payment Provision: Payable in full on demand.

Standard Mortgage Terms: The Mortgagor acknowledges that:

- a) This Mortgage of Land consists of the terms contained herein and is subject to the terms contained in the Standard Form Mortgage that was filed with the Registrar of Land Titles under the **Land Titles Act as Filing Number: 161 070 428**;
- b) The following clauses of the Standard Form Mortgage are specifically deleted (none are deleted unless specified here):
- c) The following clauses are specifically added to and included in the Standard Form Mortgage (see attached schedule ___ if no schedule is attached, no clauses are added):
- d) The Mortgagor acknowledges that it understands the nature of the statements made in (a), (b) and (c) above;
- e) The Mortgagor acknowledges receipt of a copy of the Standard Form Mortgage referred

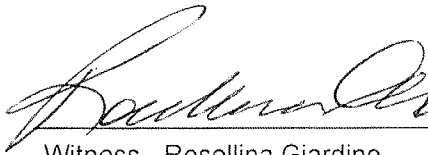
to in (a) above containing the mortgage terms;

- f) The Mortgagor is the registered owner of the land being mortgaged;
- g) By signing this Mortgage, the Mortgagor mortgages all of the Mortgagor's estate and interest in the land described herein to Bank of Montreal ("5 years") for the purposes of securing payment of the principal sum secured, interest and all other amounts or sums secured by this Mortgage;
- h) If the Mortgagor is a Guarantor, for valuable consideration the Mortgagor delivers this Mortgage as security for the payment of all Indebtedness including Indebtedness pursuant to a Guarantee.

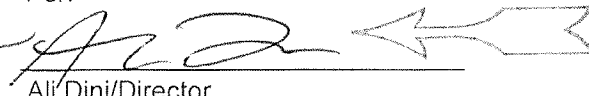
Dated: March 07, 2022, at Edmonton, Alberta.

2396610 Alberta Inc.

Per:



Witness - Rosellina Giardino



Ali Dini/Director

AFFIDAVIT OF EXECUTION

CANADA) I, ROSELLINA I. GIARDINO
) of Edmonton, Alberta, MAKE
PROVINCE OF ALBERTA) OATH AND SAY:
)

- 1. I was personally present and did see Ali Dini personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein.
- 2. The same was executed at Edmonton, Alberta, and that I am the subscribing witness thereto.
- 3. I know Ali Dini and they are in my belief of the full age of eighteen years.

SWORN BEFORE ME at Edmonton,)
Alberta, on)

March 07, 2022

Hong Liang
A Commissioner for Oaths in and for
Alberta

Rosellina Giardino
ROSELLINA I. GIARDINO

HONG LIANG
A Commissioner for Oaths
in and for Alberta
My Commission Expires Feb. 7, 2024
Appointee # 0714780

This is Exhibit "H" referred to in the
Affidavit of Wade Plawucki dated November 6, 2023



A COMMISSIONER OF OATHS IN AND FOR
THE PROVINCE OF ALBERTA

Tamyia Chowdhury
Barrister & Solicitor
In and for the Province of Alberta

GENERAL ASSIGNMENT OF RENTS AND LEASES

THIS GENERAL ASSIGNMENT OF RENTS AND LEASES is made as of
March 07, 2022.

BETWEEN:

2396610 Alberta Inc.
17907 62 St. NW
Edmonton, Alberta T5Y 3Z4
(the "Assignor")

- and -

BANK OF MONTREAL
12240 137 Ave.
Edmonton, Alberta T5L 4Y4
(the "Bank")

WHEREAS:

- A. The Assignor is or will be the registered owner of the lands and premises described in Schedule "A" hereto (hereinafter called the "Property");
- B. The Bank has pursuant to a Letter of Agreement, agreed to provide credit facilities to 2396610 Alberta Inc. The Assignor has executed and delivered a Land Titles Act Mortgage collateral thereto (the "Security") to the Bank as evidence of and security for the said loan;
- C. It was agreed as a condition of the making of the loan to 2396610 Alberta Inc. that the Assignor would assign to the Bank, its successors and assigns:
- (i) all leases, subleases, licenses, offers and agreements to lease, options to lease, rights of renewal or other agreements by which the Assignor granted or will grant the right to use or occupy all or part of the Property (whether presently existing or which may exist in the future), including all rights and benefits of any guarantees thereof, ("the Leases") and;
 - (ii) all rents, issues and profits now due or to become due under and derived from the Leases and/or the Property ("the Rents") as additional security for the payment of the moneys owing under the Security and for the performance of the covenants and provisos contained in any Letter of Agreement or Loan Agreement.

NOW THEREFORE, in consideration of the sum of Five Dollars (\$5.00) and other good and valuable consideration paid to the Assignor by the Bank, (the receipt and sufficiency of which is hereby acknowledged) the parties hereto covenant and agree as follows:

1. The Assignor does hereby sell, assign, transfer and set over unto the Bank, all of the Assignor's right, title and interest, both at law and in equity, in and to the Rents and the Leases.
2. So long as no default as defined in the Security will have occurred and be continuing and so long as the Bank will not have elected to exercise its rights under Paragraph 6. hereof:
 - (a) the Assignor may, subject to the terms hereof, continue to exercise its rights under the Leases and collect the Rents; and
 - (b) the Bank will not exercise its rights hereunder or under the Leases. It is further understood and agreed that the Assignor may continue to exercise such rights only so long as no default continues to exist under the Security and the Bank expressly reserves the right to waive default under the Security.
3. In the event that the Property or any part thereof is sold or transferred, then the principal sum and all other amounts secured to the Bank will, at the option of the Bank, become immediately due and payable.
4. In the event that the Assignor is in default in the observance or performance of any of the terms and conditions of the Security, this Agreement or any collateral security then, at the option of the Bank the principal sum and all other monies secured under the Security will immediately become due and payable, and in default of payment, the Bank will be entitled to exercise such remedies to realize its security under the Security as it may by law be entitled to do.
5. Upon the occurrence of default under the Security, the Assignor will deliver to the Bank original or certified true copies of all Leases and all amendments thereto.
6. The Bank may, after the occurrence of a default as above provided, from time to time appoint and dismiss such agent or employees as will be necessary for the collection of the Rents, and for the proper administration and operation of the Property, and the Assignor hereby grants to such agents or employees so appointed full and irrevocable authority to manage the Property and to do all acts relating to such management including among others, the making of new Leases, the alteration or amendment of existing Leases, the authorization of repairs or replacements or work to maintain and/or complete the building or buildings situate upon the Property in good and tenantable condition and the making of such alterations or improvements as, in the judgment of the Bank, may be necessary to maintain or increase the income from the Property. The Bank will have the sole control of such agents or employees whose remuneration will be paid out of the Rents as herein provided.
7. The Assignor agrees that nothing in this Agreement will be construed to limit or restrict in any way the rights and powers granted in the Security or other security instruments related thereto to the Bank. The collection and application of the Rents to the indebtedness under

the Security otherwise provided herein will not constitute a waiver of any default which might at the time of application or thereafter exist under the Security or other security instruments related thereto, and the payment of the indebtedness secured by such instruments may be accelerated in accordance with their terms, notwithstanding such application.

8. It is expressly agreed that nothing herein contained will be deemed to have the effect of making the Bank, its successors or assigns, responsible for the collection of the Rents or any part thereof, or the performance of any covenants, terms or conditions contained in the Leases to be observed and performed by the Assignor or by the tenants thereof. The Bank, will not by virtue of these presents, be deemed to be a mortgagee in possession of the Property or to have received on account of the indebtedness provided for in the Security any monies other than the amounts of the Rents actually received by it from time to time, less all costs and expenses of collection and out-of-pocket deductions specified herein. The Bank will be under no obligation to take any action or proceeding or exercise any remedy for the collection or recovery of the Rents or any part thereof or otherwise to see to or enforce the performance by the tenants, their successors or assigns, of their obligations.
9. All sums collected and received by the Bank out of the Rents, will first be applied by it to the payment of:
 - (a) the costs of their collection;
 - (b) the costs of completion, management, repairs and upkeep of the Property;
 - (c) all taxes, assessments, premiums for public liability insurance and insurance premiums payable by the Assignor as provided in the Security and any taxes imposed upon or collectible from the Bank under any federal or provincial law or any law or ordinance enacted by any political subdivision thereof, or any supplements or amendments thereto, provided, however, that such taxes will be based upon the employment by the Bank of persons necessary to the completion and operation of the Property under this Assignment; and
 - (d) the balance, if any, which will be known as "the net income", will be applied toward the reduction of the indebtedness provided for in the Security and interest accrued thereon.
10. It is understood and agreed that no credit will be given by the Bank for any sum or sums received from the Rents until the money collected is actually received by the Bank at the address provided herein, and no credits will be given for any uncollected rents or other collection amounts or bills, nor will credit on the indebtedness provided for the Security be given for any Rents, after the Bank will obtain ownership of the Property under Court order or by operation of law.
11. The Assignor will not, without the consent of the Bank, such consent not to be unreasonably withheld;

- (a) modify, amend, or accept a surrender, or cancel any Lease, release the obligations of the tenants thereunder, accept any surrender of such Leases, accept any prepayments of rents thereunder, save as specifically provided in the Leases, or consent to any subletting or assigning by the tenants under the Leases;
 - (b) further assign, mortgage, pledge, hypothecate or otherwise deal with the Leases, except any such dealings which are subordinated to the security given under the Security and this Assignment; and
 - (c) enter into any offer or agreement to lease or lease of space for the whole or any part of the Property.
12. Save for deposits for the first and the last months' rentals, the Assignor covenants with the Bank that it will not accept Rents from the Property more than four (4) months in advance of the dates when such Rents fall due without the prior written approval of the Bank which approval will not be unreasonably withheld.
13. The Assignor will indemnify and save harmless the Bank from all actions, suits, costs, losses, charges, damages and expenses arising as a result of the default of any landlord under the Leases prior to the date hereof.
14. The Assignor covenants that it has full right, power and authority to assign the Rents and Leases, and that it will at all times hereafter at the request of the Bank, execute such further documents in regard to this Assignment as the Bank may reasonably require.
15. It is understood and agreed that a full and complete release of the Security will operate as a full and complete release of all of the Bank's rights and interests hereunder, and that after the Security has been fully released this Assignment will be void and of no further effect.
16. All notices to be given hereunder will be in writing and may be given by personal delivery or by transmittal by telefax addressed as follows:

To the Assignor:

2396610 Alberta Inc.
17907 62 St.
Edmonton, Alberta T5Y 3Z4

To the Bank:

Bank of Montreal
12240 137 Ave. NW
Edmonton, Alberta T5L 4Y4

or such other address or telefax number as the Assignor and the Bank may respectively from time to time designate in writing, by notice delivered or transmitted as provided above. Any such notice given by personal delivery will be conclusively deemed to have

been given on the day of actual delivery thereof, or, if given by telefax, on the first business day following the transmittal thereof.

17. The provisions of this Assignment will be construed and interpreted in accordance with the laws of the Province of Alberta
18. In the event of a conflict between any of the terms and conditions contained herein and the provisions of the Security or any deficiency herein, the provisions of the Security will govern
19. This Assignment will enure to the benefit of the Bank and its successors and assigns and will be binding on the Assignor and its successors and assigns

IN WITNESS WHEREOF the Assignor has executed these presents on
March 07 2022


Witness - Rosellina Giardino

2396610 ALBERTA INC.


Per Ali Dini



AFFIDAVIT OF ATTESTATION OF AN INSTRUMENT

I, Rosellina Giardino, of Edmonton, in the Province of Alberta, make oath and say:

1. I was personally present and did see Ali Dini, who I believe to be the person(s) named in the within (or annexed) instrument, duly sign the instrument;
2. The instrument was signed at **Edmonton, in the Province of Alberta** and I am the subscribing witness thereto;
3. I believe the person(s) whose signature I witnessed to be at least eighteen (18) years of age.

SWORN before me at the City of _____)
Edmonton, in the Province of Alberta, this 07)
day of March, 2022.)
Hong Liang)
A COMMISSIONER FOR OATHS IN AND FOR THE)
PROVINCE OF ALBERTA)
Hong Liang, my commission expires: February 7,)
2024)

Rosellina Giardino
Rosellina Giardino

AFFIDAVIT VERIFYING CORPORATE SIGNING AUTHORITY

I, Ali Dini, of Edmonton, in the Province of Alberta, **MAKE OATH AND SAY:**

1. I am an officer of **2396610 Alberta Inc.** named in the within instrument;
2. I am authorized by the corporation to execute the instrument without affixing a corporate seal.

SWORN BEFORE ME at Edmonton in the)
Province of Alberta)
this 07 day of March, 2022.)

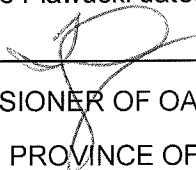
Rosellina Giardino) Ali Dini)
A Commissioner for Oaths in and for) Ali Dini)
the Province of Alberta)
Rosellina Giardino, Barrister & Solicitor)

SCHEDULE "A"
(the "Property")

PLAN B4
BLOCK 8
LOT 192

10734 108 St. NW
Edmonton, Alberta T5H 3A3

This is Exhibit "I" referred to in the
Affidavit of Wade Plawucki dated November 6, 2023



A COMMISSIONER OF OATHS IN AND FOR
THE PROVINCE OF ALBERTA

Tamyia Chowdhury
Barrister & Solicitor
In and for the Province of Alberta

SECURITY AGREEMENT

The undersigned (hereinafter called the "Debtor") hereby enters into this Security Agreement with Bank of Montreal (hereinafter called the "Bank") for valuable consideration and as security for the repayment of all present and future indebtedness of the Debtor to the Bank and interest thereon and for the payment and discharge of all other present and future liabilities and obligations, direct or indirect, absolute or contingent, of the Debtor to the Bank (all such indebtedness, interest, liabilities and obligations being hereinafter collectively called the "Obligations"). This Security Agreement is entered into pursuant to and is governed by the Alberta Personal Property Security Act insofar as it affects personal property located in Alberta.

1. The Debtor hereby represents and warrants to the Bank that it has assets at the following locations in Alberta

10734 108 St. NW, Edmonton, AB T5H 3A5

2. The Debtor hereby

- (a) mortgages and charges to the Bank as and by way of a fixed and specific mortgage and charge, and grants to the Bank a security interest in, all its present and future goods and any proceeds therefrom, including, without limiting the generality of the foregoing, all fixtures, building materials, leased goods, plant, machinery, tools and furniture now or hereafter owned or acquired, and any goods specifically listed or otherwise described in any Schedule hereto;
- (b) mortgages and charges to the Bank, and grants to the Bank a security interest in, all its present and future inventory and any proceeds therefrom, including, without limiting the generality of the foregoing, all raw materials, goods in process, work in progress, materials used or consumed in business, finished goods and packaging material and goods acquired or held for sale or lease or furnished under contracts of rental or service;
- (c) assigns, transfers and sets over to the Bank and grants to the Bank a security interest in, all its present and future intangibles, chattel paper, securities, documents of title, instruments and money, and any proceeds therefrom, including, without limiting the generality of the foregoing, all its present and future book debts and other accounts receivable, monetary obligations, contract rights and other choses in action of every kind or nature now due or hereafter to become due, including insurance rights arising from or out of the assets referred to in sub-clauses (a) and (b) above; and
- (d) charges in favour of the Bank as and by way of a floating charge its undertaking and all its property and assets, real and personal, moveable or immovable, of whatsoever nature and kind, including without limitation client lists, client records and client files, both present and future (other than property and assets hereby validly assigned or subjected to a specific mortgage and charge and to the exceptions hereinafter contained). For the purposes of this Security Agreement, the goods, inventory, intangibles, chattel paper, securities, documents of title, instruments, money,

undertaking and all other property and assets of the Debtor referred to in this clause 2 are hereinafter sometimes collectively called the "Collateral".

3. The Collateral is on the date hereof primarily situate or located at the location(s) set out in clause 1 hereof but may from time to time be located at other premises of the Debtor. The Collateral may also be located at other places while in transit to and from such locations and premises; and the Collateral may from time to time be situated or located at any other place when on lease or consignment to any lessee or consignee from the Debtor. The Collateral shall not be removed from the Province of Alberta without the prior written consent of the Bank.

4. It is hereby declared that the last day of any term of years reserved by any lease, verbal or written, or any agreement therefor, now held or hereafter acquired by the Debtor, is hereby or shall be excepted out of the mortgages, charges and security interests hereby created, but the Debtor shall stand possessed of the reversion of one day remaining in the Debtor in respect of any such term of years, for the time being demised, as aforesaid upon trust to assign and dispose of the same as any purchaser of such term of years shall direct. There shall also be excluded from the security created by clause 2 (d) after-acquired consumer goods of the Debtor other than when subject to purchase money security interests in favour of the Bank, and other than accessions.

5. The Debtor
 - (a) shall not without the prior written consent of the Bank sell or dispose of any of the Collateral other than that described in sub-clause (b) of clause 2 above which may be sold only in the ordinary course of business and for the purpose of carrying on the same; and if the amounts of any of the Collateral of the type referred to in sub-clause (c) of clause 2 above or any proceeds arising from the Collateral of the type described in sub-clauses (a) and (b) of clause 2 above shall be paid to the Debtor, the Debtor shall receive the same as Trustee for the Bank and forthwith pay over the same to the Bank. The Debtor shall not without the prior written consent of the Bank create any liens upon or assign or transfer as security or pledge or hypothecate as security or create a security interest in the Collateral except to the Bank. The Debtor agrees that the Bank may at any time before or after default require any account debtor of the Debtor to make payment to the Bank and the Bank may take control of any proceeds referred to in sub-clauses (a), (b) and (c) of clause 2 hereof and may hold all amounts received from any account debtors and any proceeds as cash collateral as part of the Collateral and as security for the Obligations of the Debtor to the Bank.
 - (b) covenants not to substitute or modify any of the Debtor's rights under any Collateral of the type listed in sub-clause (c) of clause 2 above without the written consent of the Bank, and any substitution or modification not consented to may at the option of the Bank be treated as an act of default hereunder.

6. The Debtor shall at all times do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered all and singular every such further acts, deeds, transfers, assignments, security agreements and assurances as the Bank may reasonably require for the better granting, transferring, assigning, charging, setting over, assuring and confirming unto the Bank the property and assets hereby mortgaged and charged or subjected to security interests or intended so to be or which the Debtor may hereafter become

bound to mortgage, charge, transfer, assign or subject to a security interest in favour of the Bank and for the better accomplishing and effectuating of this Security Agreement.

7. The Debtor shall at all times have and maintain insurance over the Collateral against risks of fire (including so-called extended coverage), theft, and also against such other risks as the Bank may reasonably require in writing, containing such terms, in such form, for such periods and written by such companies as may be reasonably satisfactory to the Bank. The Debtor shall duly and seasonably pay all premiums and other sums payable for maintaining such insurance and shall cause the insurance money thereunder to be payable to the Bank as its interest hereunder may appear and shall, if required, furnish the Bank with certificates or other evidence satisfactory to the Bank of compliance with the foregoing insurance provisions.

8. The Debtor shall keep proper books of account and shall at all times upon request by the Bank furnish the Bank with such information concerning the Collateral and the Debtor's affairs and business as the Bank may reasonably request, including financial statements, lists of inventory and equipment and lists of accounts receivable showing the amounts owing upon each account and securities therefor and copies of all financial statements, books and accounts, invoices, letters, papers and other documents in any way evidencing or relating to the account. The Debtor shall permit the Bank at all reasonable times to enter onto its premises to inspect and copy its books, and to inspect the Collateral.

9. The Debtor shall be in default under this Security Agreement upon the occurrence of any one of the following events:
 - (a) the Debtor shall default under any of the Obligations;
 - (b) the Debtor shall default in the due observance or performance of any covenant, undertaking or agreement heretofore or hereafter given to the Bank, whether contained herein or not and including any covenant or undertaking set out in any Schedule to this Security Agreement;
 - (c) an execution of any other process of any court shall become enforceable against the Debtor or a distress of any analogous process shall be levied upon the property of the Debtor or any part thereof, or a receiver shall be appointed for the Debtor.
 - (d) the Debtor shall become insolvent or commit an act of bankruptcy, or make an assignment in bankruptcy or a bulk sale of its assets or a bankruptcy petition shall be filed or presented against the Debtor and not be bona fide opposed by the Debtor;
 - (e) the Debtor shall cease to carry on business, or shall fail to keep the Collateral in repair and in good working order, or shall fail to promptly pay when due all taxes, licence fees and assessments levied on the Debtor;
 - (f) the Bank in good faith and on commercially reasonable grounds deems itself insecure or decides that the due discharge of the Obligations, the Collateral or the security is in jeopardy;
 - (g) the Debtor shall, without the prior written consent of the Bank, pay any dividend or bonus to shareholders or otherwise distribute or reduce its capital, or make capital expenditures in excess of \$N/A in any year, or make any capital expenditure or payment while in default of the Obligations, or become guarantor, surety or endorser of

the obligations of any other person other than in favour of the Bank, or lend money other than in the ordinary course of its business.

10. Upon any default under this Security Agreement, the Bank may declare any or all of the Obligations to be immediately due and payable and may proceed to realize the security hereby constituted and to enforce its rights by any method not prohibited by law, including by the appointment by instrument in writing of a receiver or receivers of the subject matter of such security or any part thereof and such receiver or receivers may be any person or persons, whether an officer or officers or employee or employees of the Bank or not, and the Bank may remove any receiver or receivers so appointed and appoint another or others in his or their stead; or by proceedings in any court of competent jurisdiction for the appointment of a receiver or receivers, or by sale of the Collateral or any part thereof; or by any other action, suit, remedy or proceeding authorized or permitted hereby or by law or by equity; and may file such proofs of claim and other documents as may be necessary or advisable in order to have its claim lodged in any bankruptcy, winding-up or other judicial proceedings relative to the Debtor. Any such receiver or receivers so appointed shall have power to take possession of the Collateral or any part thereof and if appointed a receiver-manager the power to carry on the business of the Debtor, and to borrow money required for the maintenance, preservation or protection of the Collateral or any part thereof or the carrying on of the business of the Debtor, and to further charge the Collateral in priority to the security constituted by this Security Agreement as security for money so borrowed, and to sell, lease or otherwise dispose of the whole or any part of the Collateral on such terms and conditions and in such manner as he shall determine. In exercising any powers any such receiver or receivers shall act as agent or agents for the Debtor and the Bank shall not be responsible for his or their actions.

In addition, the Bank may enter upon and lease or sell the whole or any part or parts of the Collateral.

Any such sale shall be on such terms and conditions as to credit or otherwise and as to upset or reserve bid or price as to the Bank in its discretion may seem advantageous and such sale may take place whether or not the Bank has taken possession of such property and assets.

No remedy for the realization of the security hereof or for the enforcement of the rights of the Bank shall be exclusive of or dependent on any other such remedy, but any one or more of such remedies may from time to time be exercised independently or in combination and the Bank may exercise any one or more of such remedies in respect of all or any portion of the Collateral as the Bank deems fit. The term "receiver" as used in this Security Agreement includes a receiver and manager.

11. The Bank shall not be responsible for any loss or damage to the Collateral, whether caused by the negligence or fault of the Bank, its servants or agents, or a sheriff or receiver, and the Bank shall not be obliged to preserve rights against other persons, keep the Collateral identifiable or repair, process or prepare the Collateral for disposition, and shall only be liable to account for funds (net of costs of collection, realization and sale, including solicitor and his own client legal costs), actually received by the Bank.
12. Any receiver-manager appointed by the Bank may carry on the business of the Debtor, and in addition to any powers or rights granted by law, a receiver or receiver-manager may, but shall be under no obligation to:

- (a) exercise any power or right granted to the Bank hereunder;
 - (b) enter upon any premises under the control of the Debtor and take possession of the Collateral by any method not prohibited by law;
 - (c) borrow money by charge against the Collateral for the preservation, processing, maintenance or preparation for sale of the Collateral, or for any other purpose;
 - (d) realize on and dispose of the Collateral by any method not prohibited by law, and on any terms, whether to the highest bidder or not and whether in the ordinary course of the Debtor's business or not;
 - (e) execute deeds, enter contracts and otherwise act as the attorney of the Debtor in dealing with the Collateral;
 - (f) institute, defend, compromise, settle or continue any proceedings relating to the Collateral;
 - (g) generally, to do any act necessary or convenient to the realization of the Collateral that the Debtor itself could have done.
13. Any and all payments made in respect of the Obligations from time to time and moneys realized from any securities held therefor (including moneys realized on any enforcement of this Security Agreement) may be applied to such part or parts of the Obligations as the Bank may see fit, and the Bank shall at all times and from time to time have the right to change any appropriation as the Bank may see fit.
14. The Debtor agrees to pay all reasonable expenses, including solicitor's fees as between a solicitor and his own client and disbursements and the remuneration of any receiver appointed hereunder, incurred by the Bank in the preparation, perfection and enforcement of this Security Agreement or the Obligations, or in the holding, repairing, processing or preparing for disposition and disposing of the Collateral, with interest at the rate provided in the obligations, and the payment of such expenses shall be secured hereby.
15. The Bank may waive any default herein referred to; provided always that no act or omission by the Bank in the premises shall extend to or be taken in any manner whatsoever to affect any subsequent default or the rights resulting therefrom.
16. The Debtor acknowledges that value has been given, that the Debtor has rights in the Collateral and that the parties have not agreed to postpone the time for attachment of any security interest in this Security Agreement.
17. The security hereof is in addition to and not in substitution for any other security now or hereafter held by the Bank and shall be general and continuing security notwithstanding that the Obligations of the Debtor shall at any time or from time to time be fully satisfied or paid.

18. Nothing herein shall obligate the Bank to make any advance or loan or further advance or loan or to renew any note or extend any time for payment of any indebtedness or liability of the Debtor to the Bank.
19. This Security Agreement shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Debtor and the Bank.
20. This Security Agreement is a security agreement within the meaning of the Alberta Personal Property Security Act and does not constitute an acknowledgement of any particular indebtedness or liability of the Debtor to the Bank.
21. In construing this Security Agreement, terms herein shall have the same meaning as defined in the Alberta Personal Property Security Act, unless the context otherwise requires. The word "Debtor", the personal pronoun "it" or "its" and any verb relating thereto and used therewith shall be read and construed as required by and in accordance with the context in which such words are used depending upon whether the Debtor is one or more individuals, corporations or partnerships and, if more than one, this Security Agreement shall apply and be binding upon each of them severally. The term "successors" shall include, without limiting its meaning, any corporation resulting from the amalgamation of a corporation with another corporation and, where the Debtor is a partnership, any new partnership resulting from the admission of new partners or any other change in the Debtor, including, without limiting the generality of the foregoing, the death of any or all of the partners.
22. The Debtor waives the right to receive any financing statement or financing change statement registered by the Bank and any confirmation of registration or verification statement issued.
23. The Debtor acknowledges receipt of a copy of this Security Agreement.

IN WITNESS WHEREOF this Security Agreement has been executed by the Debtor on
March 7, 2022.

2396610 ALBERTA INC.

Per: 
Ali Dini



© Registered trade-marks of Bank of Montreal

This is Exhibit "J" referred to in the
Affidavit of Wade Plawucki dated November 6, 2023



A COMMISSIONER OF OATHS IN AND FOR
THE PROVINCE OF ALBERTA

Tamyia Chowdhury
Barrister & Solicitor
In and for the Province of Alberta

Search ID #: Z16670260

Transmitting Party

ELDOR-WAL REGISTRATIONS (1987) LTD.

1200, 10123 99 st NW
EDMONTON, AB T5J 3H1

Party Code: 50073881

Phone #: 780 429 5969

Reference #:

Search ID #: Z16670260

Date of Search: 2023-Oct-16

Time of Search: 13:52:38

Business Debtor Search For:

2396610 ALBERTA INC.

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.



Search ID #: Z16670260

Business Debtor Search For:

2396610 ALBERTA INC.

Search ID #: Z16670260

Date of Search: 2023-Oct-16

Time of Search: 13:52:38

Registration Number: 22021512103

Registration Date: 2022-Feb-15

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2028-Feb-15 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status

Current

1 2396610 ALBERTA INC.
17907 62 STREET NW
EDMONTON, AB T5Y 3Z4

Secured Party / Parties

Block

Status

Current

1 BANK OF MONTREAL
12240 137 AVE
EDMONTON, AB T5L 4Y4
Phone #: 780 408 0426
Email: clst.registryconfirmation@bmo.com

Collateral: General

Block

Description

Status

1 ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY; PROCEEDS

Current

Search ID #: Z16670260

Business Debtor Search For:

2396610 ALBERTA INC.

Search ID #: Z16670260

Date of Search: 2023-Oct-16

Time of Search: 13:52:38

Registration Number: 23081718476

Registration Date: 2023-Aug-17

Registration Type: LAND CHARGE

Registration Status: Current

Registration Term: Infinity

Exact Match on:

Debtor

No: 1

Debtor(s)

Block

Status

Current

1 2396610 ALBERTA INC.
17907 - 62 STREET
EDMONTON, AB T5Y 3Z4

Secured Party / Parties

Block

Status

Current

1 BANK OF MONTREAL
20TH FLOOR, 10175 - 101 STREET
EDMONTON, AB T5J 0H3
Email: westernpprnotices@bmo.com

Result Complete

This is Exhibit "K" referred to in the
Affidavit of Wade Plawucki dated November 6, 2023



A COMMISSIONER OF OATHS IN AND FOR
THE PROVINCE OF ALBERTA

Tanya Chowdhury
Barrister & Solicitor
In and for the Province of Alberta



Do not write or staple in the above barcoded area

DRR #: E00964J Version #: 1 Access Code: 19235

Document Registration Request

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

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

Name: **DENTONS CANADA LLP**

Create Date: **2023-08-17**

Address: **2500 STANTEC TOWER, 10220 - 103 AVENUE NW
EDMONTON, ALBERTA
T5J0K4**

Account or Party Code: **A058671**

Return By Call Box

Call Box Number: **E101**

Customer File Number:

126233-2265AT

Last Registration Number:

Name of Requester:

JENG CHONG

Telephone Number:

780-423-7178

Email Address:

jeng.chong@dentons.com

Customer's Special Instructions:

No instructions specified.

Priority	Document Type	Land IDs	Comments	Other Services
1	CAVEAT	B4;8;192		

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.

This information is being collected for the purposes of land titles records in accordance with the Land Titles Act. Questions about the collection of this information can be directed to the Freedom of Information And Protection of Privacy Co-ordinator for Service Alberta, Box 3140, Edmonton, Alberta T5J 2G7, (780) 427-2742.

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

CAVEAT

TO THE REGISTRAR OF THE ALBERTA LAND REGISTRATION DISTRICT

TAKE NOTICE that Bank of Montreal (the "**Caveator**") having an address of 10185 - 101 Street NW, Edmonton, Alberta claims an interest in any of the lands described in Schedule "A" hereto (the "**Lands**"), which stand in the register in the name of 2396610 Alberta Inc.

1. The Caveator loaned and advanced money to 2396610 Alberta Inc.
2. 2396610 Alberta Inc. provided security to the Caveator under and pursuant to a security agreement dated March 7, 2022, a photocopy of which is attached in Schedule "B" hereto (the "**Security Agreement**").
3. Under the Security Agreement, 2396610 Alberta Inc. granted to the Caveator a mortgage and charge as and by way of a floating charge, in all of 2396610 Alberta Inc.'s present and after acquired interest in property, assets and undertaking, including all Real Property, as that term is defined in the Security Agreement.
4. The Lands are subject to the charge and mortgage by way of floating charge granted under the Security Agreement.

The value of the Caveator's mortgage and charge against the Lands is \$100,000.00.

The Caveator forbids the registration of any person as transferee or owner of or of any instrument affecting the said estate or interest, less the instrument or certificate of title, as the case may be, is expressed to be subject to the Caveator's claim.

The Caveator appoints Dentons Canada LLP, 2500 Stantec Tower, 10220 - 103 Avenue, Edmonton, Alberta T5J 0K4; Attention: Dean Hitesman, as the place which notices and proceedings relating hereto may be served.

DATED: August 17, 2023



BANK OF MONTREAL, by its agent,
AMEEN TEJANI

CANADA)
PROVINCE OF)
ALBERTA)
TO WIT:) I, Ameen Tejani
of the City of
Edmonton, in the
Province of Alberta


MAKE OATH AND SAY AS FOLLOWS:

1. I am agent for the above-named Caveator.
2. I believe that the said Caveator has a good and valid claim upon the said land and I say that this Caveat is not being filed for the purpose of delaying or embarrassing any person interested in or proposing to deal therewith.

SWORN BEFORE ME
at the City of Edmonton,
in the Province of
Alberta, this 17th day
of August, 2023.

)
)
)
)
)

AMEEN TEJANI


A COMMISSIONER FOR OATHS IN AND
FOR THE PROVINCE OF ALBERTA

JENG JENG CHONG
A Commissioner for Oaths
in and for Alberta
My Commission Expires Sept. 22, 2025

SCHEDULE "A"

PLAN B4

BLOCK 8

LOT 192

- 4 -

SCHEDULE "B"

See attached.

SECURITY AGREEMENT

The undersigned (hereinafter called the "Debtor") hereby enters into this Security Agreement with Bank of Montreal (hereinafter called the "Bank") for valuable consideration and as security for the repayment of all present and future indebtedness of the Debtor to the Bank and interest thereon and for the payment and discharge of all other present and future liabilities and obligations, direct or indirect, absolute or contingent, of the Debtor to the Bank (all such indebtedness, interest, liabilities and obligations being hereinafter collectively called the "Obligations"). This Security Agreement is entered into pursuant to and is governed by the Alberta Personal Property Security Act insofar as it affects personal property located in Alberta.

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10734 108 St. NW, Edmonton, AB T5H 3A5

2. The Debtor hereby
 - (a) mortgages and charges to the Bank as and by way of a fixed and specific mortgage and charge, and grants to the Bank a security interest in, all its present and future goods and any proceeds therefrom, including, without limiting the generality of the foregoing, all fixtures, building materials, leased goods, plant, machinery, tools and furniture now or hereafter owned or acquired, and any goods specifically listed or otherwise described in any Schedule hereto;
 - (b) mortgages and charges to the Bank, and grants to the Bank a security interest in, all its present and future inventory and any proceeds therefrom, including, without limiting the generality of the foregoing, all raw materials, goods in process, work in progress, materials used or consumed in business, finished goods and packaging material and goods acquired or held for sale or lease or furnished under contracts of rental or service;
 - (c) assigns, transfers and sets over to the Bank and grants to the Bank a security interest in, all its present and future intangibles, chattel paper, securities, documents of title, instruments and money, and any proceeds therefrom, including, without limiting the generality of the foregoing, all its present and future book debts and other accounts receivable, monetary obligations, contract rights and other choses in action of every kind or nature now due or hereafter to become due, including insurance rights arising from or out of the assets referred to in sub-clauses (a) and (b) above; and
 - (d) charges in favour of the Bank as and by way of a floating charge its undertaking and all its property and assets, real and personal, moveable or immovable, of whatsoever nature and kind, including without limitation client lists, client records and client files, both present and future (other than property and assets hereby validly assigned or subjected to a specific mortgage and charge and to the exceptions hereinafter contained). For the purposes of this Security Agreement, the goods, inventory, intangibles, chattel paper, securities, documents of title, instruments, money,

undertaking and all other property and assets of the Debtor referred to in this clause 2 are hereinafter sometimes collectively called the "Collateral".

3. The Collateral is on the date hereof primarily situate or located at the location(s) set out in clause 1 hereof but may from time to time be located at other premises of the Debtor. The Collateral may also be located at other places while in transit to and from such locations and premises; and the Collateral may from time to time be situated or located at any other place when on lease or consignment to any lessee or consignee from the Debtor. The Collateral shall not be removed from the Province of Alberta without the prior written consent of the Bank.
4. It is hereby declared that the last day of any term of years reserved by any lease, verbal or written, or any agreement therefor, now held or hereafter acquired by the Debtor, is hereby or shall be excepted out of the mortgages, charges and security interests hereby created, but the Debtor shall stand possessed of the reversion of one day remaining in the Debtor in respect of any such term of years, for the time being demised, as aforesaid upon trust to assign and dispose of the same as any purchaser of such term of years shall direct. There shall also be excluded from the security created by clause 2 (d) after-acquired consumer goods of the Debtor other than when subject to purchase money security interests in favour of the Bank, and other than accessions.
5. The Debtor
 - (a) shall not without the prior written consent of the Bank sell or dispose of any of the Collateral other than that described in sub-clause (b) of clause 2 above which may be sold only in the ordinary course of business and for the purpose of carrying on the same; and if the amounts of any of the Collateral of the type referred to in sub-clause (c) of clause 2 above or any proceeds arising from the Collateral of the type described in sub-clauses (a) and (b) of clause 2 above shall be paid to the Debtor, the Debtor shall receive the same as Trustee for the Bank and forthwith pay over the same to the Bank. The Debtor shall not without the prior written consent of the Bank create any liens upon or assign or transfer as security or pledge or hypothecate as security or create a security interest in the Collateral except to the Bank. The Debtor agrees that the Bank may at any time before or after default require any account debtor of the Debtor to make payment to the Bank and the Bank may take control of any proceeds referred to in sub-clauses (a), (b) and (c) of clause 2 hereof and may hold all amounts received from any account debtors and any proceeds as cash collateral as part of the Collateral and as security for the Obligations of the Debtor to the Bank.
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6. The Debtor shall at all times do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered all and singular every such further acts, deeds, transfers, assignments, security agreements and assurances as the Bank may reasonably require for the better granting, transferring, assigning, charging, setting over, assuring and confirming unto the Bank the property and assets hereby mortgaged and charged or subjected to security interests or intended so to be or which the Debtor may hereafter become

bound to mortgage, charge, transfer, assign or subject to a security interest in favour of the Bank and for the better accomplishing and effectuating of this Security Agreement.

7. The Debtor shall at all times have and maintain insurance over the Collateral against risks of fire (including so-called extended coverage), theft, and also against such other risks as the Bank may reasonably require in writing, containing such terms, in such form, for such periods and written by such companies as may be reasonably satisfactory to the Bank. The Debtor shall duly and seasonably pay all premiums and other sums payable for maintaining such insurance and shall cause the insurance money thereunder to be payable to the Bank as its interest hereunder may appear and shall, if required, furnish the Bank with certificates or other evidence satisfactory to the Bank of compliance with the foregoing insurance provisions.
8. The Debtor shall keep proper books of account and shall at all times upon request by the Bank furnish the Bank with such information concerning the Collateral and the Debtor's affairs and business as the Bank may reasonably request, including financial statements, lists of inventory and equipment and lists of accounts receivable showing the amounts owing upon each account and securities therefor and copies of all financial statements, books and accounts, invoices, letters, papers and other documents in any way evidencing or relating to the account. The Debtor shall permit the Bank at all reasonable times to enter onto its premises to inspect and copy its books, and to inspect the Collateral.
9. The Debtor shall be in default under this Security Agreement upon the occurrence of any one of the following events:
 - (a) the Debtor shall default under any of the Obligations;
 - (b) the Debtor shall default in the due observance or performance of any covenant, undertaking or agreement heretofore or hereafter given to the Bank, whether contained herein or not and including any covenant or undertaking set out in any Schedule to this Security Agreement;
 - (c) an execution of any other process of any court shall become enforceable against the Debtor or a distress of any analogous process shall be levied upon the property of the Debtor or any part thereof, or a receiver shall be appointed for the Debtor.
 - (d) the Debtor shall become insolvent or commit an act of bankruptcy, or make an assignment in bankruptcy or a bulk sale of its assets or a bankruptcy petition shall be filed or presented against the Debtor and not be bona fide opposed by the Debtor;
 - (e) the Debtor shall cease to carry on business, or shall fail to keep the Collateral in repair and in good working order, or shall fail to promptly pay when due all taxes, licence fees and assessments levied on the Debtor;
 - (f) the Bank in good faith and on commercially reasonable grounds deems itself insecure or decides that the due discharge of the Obligations, the Collateral or the security is in jeopardy;
 - (g) the Debtor shall, without the prior written consent of the Bank, pay any dividend or bonus to shareholders or otherwise distribute or reduce its capital, or make capital expenditures in excess of \$N/A in any year, or make any capital expenditure or payment while in default of the Obligations, or become guarantor, surety or endorser of

the obligations of any other person other than in favour of the Bank, or lend money other than in the ordinary course of its business.

10. Upon any default under this Security Agreement, the Bank may declare any or all of the Obligations to be immediately due and payable and may proceed to realize the security hereby constituted and to enforce its rights by any method not prohibited by law, including by the appointment by instrument in writing of a receiver or receivers of the subject matter of such security or any part thereof and such receiver or receivers may be any person or persons, whether an officer or officers or employee or employees of the Bank or not, and the Bank may remove any receiver or receivers so appointed and appoint another or others in his or their stead; or by proceedings in any court of competent jurisdiction for the appointment of a receiver or receivers, or by sale of the Collateral or any part thereof; or by any other action, suit, remedy or proceeding authorized or permitted hereby or by law or by equity; and may file such proofs of claim and other documents as may be necessary or advisable in order to have its claim lodged in any bankruptcy, winding-up or other judicial proceedings relative to the Debtor. Any such receiver or receivers so appointed shall have power to take possession of the Collateral or any part thereof and if appointed a receiver-manager the power to carry on the business of the Debtor, and to borrow money required for the maintenance, preservation or protection of the Collateral or any part thereof or the carrying on of the business of the Debtor, and to further charge the Collateral in priority to the security constituted by this Security Agreement as security for money so borrowed, and to sell, lease or otherwise dispose of the whole or any part of the Collateral on such terms and conditions and in such manner as he shall determine. In exercising any powers any such receiver or receivers shall act as agent or agents for the Debtor and the Bank shall not be responsible for his or their actions.

In addition, the Bank may enter upon and lease or sell the whole or any part or parts of the Collateral.

Any such sale shall be on such terms and conditions as to credit or otherwise and as to upset or reserve bid or price as to the Bank in its discretion may seem advantageous and such sale may take place whether or not the Bank has taken possession of such property and assets.

No remedy for the realization of the security hereof or for the enforcement of the rights of the Bank shall be exclusive of or dependent on any other such remedy, but any one or more of such remedies may from time to time be exercised independently or in combination and the Bank may exercise any one or more of such remedies in respect of all or any portion of the Collateral as the Bank deems fit. The term "receiver" as used in this Security Agreement includes a receiver and manager.

11. The Bank shall not be responsible for any loss or damage to the Collateral, whether caused by the negligence or fault of the Bank, its servants or agents, or a sheriff or receiver, and the Bank shall not be obliged to preserve rights against other persons, keep the Collateral identifiable or repair, process or prepare the Collateral for disposition, and shall only be liable to account for funds (net of costs of collection, realization and sale, including solicitor and his own client legal costs), actually received by the Bank.
12. Any receiver-manager appointed by the Bank may carry on the business of the Debtor, and in addition to any powers or rights granted by law, a receiver or receiver-manager may, but shall be under no obligation to:

- (a) exercise any power or right granted to the Bank hereunder;
 - (b) enter upon any premises under the control of the Debtor and take possession of the Collateral by any method not prohibited by law;
 - (c) borrow money by charge against the Collateral for the preservation, processing, maintenance or preparation for sale of the Collateral, or for any other purpose;
 - (d) realize on and dispose of the Collateral by any method not prohibited by law, and on any terms, whether to the highest bidder or not and whether in the ordinary course of the Debtor's business or not;
 - (e) execute deeds, enter contracts and otherwise act as the attorney of the Debtor in dealing with the Collateral;
 - (f) institute, defend, compromise, settle or continue any proceedings relating to the Collateral;
 - (g) generally, to do any act necessary or convenient to the realization of the Collateral that the Debtor itself could have done.
13. Any and all payments made in respect of the Obligations from time to time and moneys realized from any securities held therefor (including moneys realized on any enforcement of this Security Agreement) may be applied to such part or parts of the Obligations as the Bank may see fit, and the Bank shall at all times and from time to time have the right to change any appropriation as the Bank may see fit.
14. The Debtor agrees to pay all reasonable expenses, including solicitor's fees as between a solicitor and his own client and disbursements and the remuneration of any receiver appointed hereunder, incurred by the Bank in the preparation, perfection and enforcement of this Security Agreement or the Obligations, or in the holding, repairing, processing or preparing for disposition and disposing of the Collateral, with interest at the rate provided in the obligations, and the payment of such expenses shall be secured hereby.
15. The Bank may waive any default herein referred to; provided always that no act or omission by the Bank in the premises shall extend to or be taken in any manner whatsoever to affect any subsequent default or the rights resulting therefrom.
16. The Debtor acknowledges that value has been given, that the Debtor has rights in the Collateral and that the parties have not agreed to postpone the time for attachment of any security interest in this Security Agreement.
17. The security hereof is in addition to and not in substitution for any other security now or hereafter held by the Bank and shall be general and continuing security notwithstanding that the Obligations of the Debtor shall at any time or from time to time be fully satisfied or paid.

18. Nothing herein shall obligate the Bank to make any advance or loan or further advance or loan or to renew any note or extend any time for payment of any indebtedness or liability of the Debtor to the Bank.
19. This Security Agreement shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Debtor and the Bank.
20. This Security Agreement is a security agreement within the meaning of the Alberta Personal Property Security Act and does not constitute an acknowledgement of any particular indebtedness or liability of the Debtor to the Bank.
21. In construing this Security Agreement, terms herein shall have the same meaning as defined in the Alberta Personal Property Security Act, unless the context otherwise requires. The word "Debtor", the personal pronoun "it" or "its" and any verb relating thereto and used therewith shall be read and construed as required by and in accordance with the context in which such words are used depending upon whether the Debtor is one or more individuals, corporations or partnerships and, if more than one, this Security Agreement shall apply and be binding upon each of them severally. The term "successors" shall include, without limiting its meaning, any corporation resulting from the amalgamation of a corporation with another corporation and, where the Debtor is a partnership, any new partnership resulting from the admission of new partners or any other change in the Debtor, including, without limiting the generality of the foregoing, the death of any or all of the partners.
22. The Debtor waives the right to receive any financing statement or financing change statement registered by the Bank and any confirmation of registration or verification statement issued.
23. The Debtor acknowledges receipt of a copy of this Security Agreement.

IN WITNESS WHEREOF this Security Agreement has been executed by the Debtor on
March 7, 2022.

2396610 ALBERTA INC.

Per: 
Ali Dini

. © Registered trade-marks of Bank of Montreal

CORPORATE AUTHORIZING RESOLUTION

"Whereas it is in the interests of the Company to enter into a security agreement with the Bank of Montreal as security for its present and future obligations to the Bank of Montreal and therein mortgage, charge, assign and otherwise transfer and encumber and grant security interests in all its present and future property and assets;

NOW THEREFORE BE IT RESOLVED THAT:

1. the Company do enter into, execute and deliver to the Bank of Montreal a security agreement substantially in the form of the draft security agreement presented to the directors, subject to such alterations, amendments or additions to which the President or a Vice-President of the Company may agree;
2. the Company do mortgage, charge, assign and otherwise transfer and encumber and grant security interests in all its present and future goods, inventory, intangibles, undertaking and other property and assets as security for its present and future obligations to the Bank of Montreal, all as provided in the said draft security agreement;
3. the execution by the President or a Vice-President of the Company of the said security agreement shall be conclusive proof of his or her agreement to any amendments, alterations or additions incorporated therein;
4. the President and the Vice-President of the Company be and they are each alone hereby authorized to execute and deliver the security agreement aforesaid on behalf of the Company and each of the officers of the Company are hereby authorized to execute all such other documents and writings and to do such other acts and things as may be necessary for fulfilling the Company's obligations under the said security agreement."

CERTIFICATE

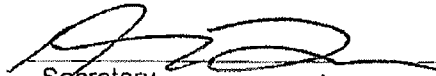
I am the Secretary of 2396610 ALBERTA INC. and I hereby certify that:

1. the foregoing is a true copy of a resolution duly and properly passed or consented to by the board of directors of the said Company on March 7, 2022.

2. the attached Security Agreement is in the form of the draft security agreement referred to in the resolution and has been duly and properly executed by the proper officers of the Company under its corporate seal; and


3. the resolution was passed at a meeting duly called and held on the date aforesaid and at which a quorum of the directors was present throughout the meeting, all the directors having received proper notice of the meeting or waiving such notice in accordance with the by-laws of the Company

AD (or where applicable - the Company is subject to the Business Corporations Act of Alberta and the resolution was consented to by the signatures of all the directors of the Company on the date aforesaid in accordance with the Business Corporations Act.)


Secretary - Ali Dini



This is Exhibit "L" referred to in the
Affidavit of Wade Plawucki dated November 6, 2023



A COMMISSIONER OF OATHS IN AND FOR
THE PROVINCE OF ALBERTA

Tamyia Chowdhury
Barrister & Solicitor
In and for the Province of Alberta



Dean A. Hitesman
Partner
dean.hitesman@dentons.com
D +1 780 423 7284

Dentons Canada LLP
2500 Stantec Tower
10220 - 103 Avenue NW
Edmonton, AB, Canada T5J 0K4

dentons.com

August 18, 2023

File No.: 126233-2265

DELIVERED VIA REGISTERED MAIL

COPY

2396610 Alberta Inc.
c/o Registered Office
17907 62 Street
Edmonton, Alberta T5Y 3Z4

Dear Sir/Madam:

RE: Indebtedness to Bank of Montreal – 2396610 Alberta Inc.

Please be advised that we are the solicitors for Bank of Montreal (“**BMO**”) in respect of its dealings with 2396610 Alberta Inc. Our client advises that 2396610 Alberta Inc. is indebted to it for the following indebtedness, without limitation:

- (a) Account #2579-6998-507 – outstanding balance as at August 10, 2023 of \$956,541.36, plus interest thereon and thereafter at the rate of 1.50% per annum above the prime rate of interest maintained by BMO from time to time (“**Prime**”);
 - (b) any additional credit extended or advanced by BMO to 2396610 Alberta Inc. in the absolute discretion of BMO from and after July 17, 2023, plus interest thereon; and
 - (c) legal costs on a solicitor and his own client basis;
- (the sum of (a) - (c) is referred to herein as the “**Indebtedness**”).

On behalf of our client, we hereby demand payment of the above-noted Indebtedness. Payment is to be made to our client care of this office within 10 days of this letter, failing which legal action and/or realization proceedings may be commenced to recover the same.

By a Mortgage dated March 7, 2022, 2396610 Alberta Inc. granted a mortgage over the lands legally described as:

PLAN B4
BLOCK 8
LOT 192

for the principal sum of \$937,500.00, plus interest at the rate of 5.00% per annum above Prime (the “**Mortgage**”). The Mortgage secures the above Indebtedness. On behalf of BMO, we hereby demand payment in accordance with the terms of the Mortgage.

Our client also advised that on or about March 7, 2022, 2396610 Alberta Inc. granted to BMO an equitable mortgage by way of Security Agreement against all real property of 2396610 Alberta Inc. (the “**Equitable Mortgage**”). BMO has registered this Equitable Mortgage in the amount of \$100,000.00 by way of a Caveat registered in the Alberta Land Titles Office against the lands described as:

Larrain Rencoret ▶ Hamilton Harrison & Mathews ▶ Mardemootoo Balgobin ▶ HPRP ▶ Zain & Co. ▶ Delany Law ▶ Dinner Martin
Maclay Murray & Spens ▶ Gallo Barrios Pickmann ▶ Muñoz ▶ Cardenas & Cardenas ▶ Lopez Velarde ▶ Rodyk ▶ Boekel ▶ OPF Partners

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PLAN B4
BLOCK 8
LOT 192

The Equitable Mortgage secures the 2396610 Alberta Inc. Indebtedness. On behalf of BMO, we hereby demand payment in accordance with the terms of the Equitable Mortgage.

Please find enclosed for service upon 2396610 Alberta Inc. a Notice of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act*.

Please note that our client reserves the right to accelerate the time for payment set out in this letter and the time set out in the attached Notice if it comes to believe that it is in its interest to do so.

Yours truly,
Dentons Canada LLP

DocuSigned by:

D3DB418C59DF4BF...

Dean A. Hitesman
Partner

DAH/mgt
Enclosure

cc: *client (via email)*

This is Exhibit "M" referred to in the
Affidavit of Wade Plawucki dated November 6, 2023

A COMMISSIONER OF OATHS IN AND FOR
THE PROVINCE OF ALBERTA

Tamya Chowdhury
Barrister & Solicitor
In and for the Province of Alberta



Dean A. Hitesman
Partner
dean.hitesman@dentons.com
D +1 780 423 7284

Dentons Canada LLP
2500 Stantec Tower
10220 - 103 Avenue NW
Edmonton, AB, Canada T5J 0K4

dentons.com

August 18, 2023

File No.: 126233-2265

DELIVERED VIA REGISTERED MAIL

Aden Shire Ali
12924 – 136 Avenue NW
Edmonton, AB T5L 4B1

Dear Sir:

RE: Indebtedness to Bank of Montreal – 2396610 Alberta Inc.

Please be advised that we are the solicitors for Bank of Montreal ("**BMO**") in respect of its dealings with 2396610 Alberta Inc. and Aden Shire Ali ("**You**").

Our client advises that 2396610 Alberta Inc. is indebted to it for the following indebtedness, without limitation:

- (a) Account #2579-6998-507 – outstanding balance as at August 10, 2023 of \$956,541.36, plus interest thereon and thereafter at the rate of 1.50% per annum above the prime rate of interest maintained by BMO from time to time ("**Prime**");
- (b) any additional credit extended or advanced by BMO to 2396610 Alberta Inc. in the absolute discretion of BMO from and after July 17, 2023, plus interest thereon; and
- (c) legal costs on a solicitor and his own client basis;

(the sum of (a) - (c) is referred to herein as the "**Indebtedness**").

Our client advises that You guaranteed to BMO payment of all indebtedness of 2396610 Alberta Inc. to BMO pursuant to a Guarantee for Indebtedness of an Incorporated Company dated March 7, 2022 (the "**Guarantee**"), guaranteeing repayment of the above Indebtedness in the principal sum of \$937,500.00, plus interest from the date of demand at the rate of 3.0% per annum of above Prime, plus costs on a solicitor and his own client basis.

On behalf of our client, and pursuant to the Guarantee, we hereby demand payment of the above-noted Indebtedness, limited to the sum of \$937,500.00, plus interest at a rate of 3.0% per annum of above Prime, plus costs on a solicitor and his own client basis. Payment is to be made to our client care of this office within 10 days of this letter, failing which legal action and/or realization proceedings may be commenced to recover the same.

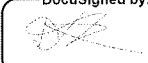
Please find enclosed for service upon You a Notice of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act*.

Please also find enclosed a copy of the demand letter and Notice of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act*, which were sent on behalf of our client to 2396610 Alberta Inc., provided to you as a guarantor of the Indebtedness.

Please also find enclosed a Verification Statement evidencing registration at the Alberta Personal Property Registry.

Please note that our client reserves the right to accelerate the time for payment set out in this letter and the time set out in the attached Notice if it comes to believe that it is in its interest to do so.

Yours truly,
Dentons Canada LLP

DocuSigned by:

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Dean A. Hitesman
Partner

DAH/mgt
Enclosures

cc: client (via email)

FORM 86

Notice of Intention to Enforce a Security
(Rule 124)

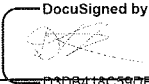
To: Aden Shire Ali, an insolvent person

Take notice that:

1. Bank of Montreal (the "**Secured Party**"), a secured creditor, intends to enforce its security on the insolvent person's property described below:
 - (a) All amounts owed or owing from 2396610 Alberta Inc. to Aden Shire Ali.
2. The security that is to be enforced is the following:
 - (a) Guarantee for Indebtedness of an Incorporated Company dated March 7, 2022.
3. The total amount of indebtedness secured by the security is, as of August 10, 2023, \$937,500.00, plus any additional credit extended to the insolvent person by the Secured Party in its absolute discretion, plus accruing interest and legal costs on a solicitor and his own client basis.
4. The Secured Party will not have the right to enforce the security until after the expiry of the ten (10) day period after this notice is sent, unless otherwise ordered by the Court of King's Bench in the Province of Alberta or unless the insolvent person consents to an earlier enforcement.

Dated at Edmonton, Alberta, this 18th day of August, 2023.

BANK OF MONTREAL
By its solicitors and agents, Dentons Canada LLP

DocuSigned by:

Per: _____
D3DB418C39DF4BF...
Dean A. Hitesman



Dean A. Hitesman
Partner
dean.hitesman@dentons.com
D +1 780 423 7284

Dentons Canada LLP
2500 Stantec Tower
10220 - 103 Avenue NW
Edmonton, AB, Canada T5J 0K4

dentons.com

August 18, 2023

File No.: 126233-2265

DELIVERED VIA REGISTERED MAIL

2396610 Alberta Inc.
c/o Registered Office
17907 62 Street
Edmonton, Alberta T5Y 3Z4

COPY

Dear Sir/Madam:

RE: Indebtedness to Bank of Montreal – 2396610 Alberta Inc.

Please be advised that we are the solicitors for Bank of Montreal (“**BMO**”) in respect of its dealings with 2396610 Alberta Inc. Our client advises that 2396610 Alberta Inc. is indebted to it for the following indebtedness, without limitation:

- (a) Account #2579-6998-507 – outstanding balance as at August 10, 2023 of \$956,541.36, plus interest thereon and thereafter at the rate of 1.50% per annum above the prime rate of interest maintained by BMO from time to time (“**Prime**”);
- (b) any additional credit extended or advanced by BMO to 2396610 Alberta Inc. in the absolute discretion of BMO from and after July 17, 2023, plus interest thereon; and
- (c) legal costs on a solicitor and his own client basis;

(the sum of (a) - (c) is referred to herein as the “**Indebtedness**”).

On behalf of our client, we hereby demand payment of the above-noted Indebtedness. Payment is to be made to our client care of this office within 10 days of this letter, failing which legal action and/or realization proceedings may be commenced to recover the same.

By a Mortgage dated March 7, 2022, 2396610 Alberta Inc. granted a mortgage over the lands legally described as:

PLAN B4
BLOCK 8
LOT 192

for the principal sum of \$937,500.00, plus interest at the rate of 5.00% per annum above Prime (the “**Mortgage**”). The Mortgage secures the above Indebtedness. On behalf of BMO, we hereby demand payment in accordance with the terms of the Mortgage.

Our client also advised that on or about March 7, 2022, 2396610 Alberta Inc. granted to BMO an equitable mortgage by way of Security Agreement against all real property of 2396610 Alberta Inc. (the “**Equitable Mortgage**”). BMO has registered this Equitable Mortgage in the amount of \$100,000.00 by way of a Caveat registered in the Alberta Land Titles Office against the lands described as:

Larrain Rencoret ▶ Hamilton Harrison & Mathews ▶ Mardemootoo Balgobin ▶ HPRP ▶ Zain & Co. ▶ Delany Law ▶ Dinner Martin
MacLay Murray & Spens ▶ Gallo Barrios Pickmann ▶ Muñoz ▶ Cardenas & Cardenas ▶ Lopez Velarde ▶ Rodyk ▶ Boekel ▶ OPF Partners

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August 18, 2023
Page 2

dentons.com

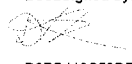
PLAN B4
BLOCK 8
LOT 192

The Equitable Mortgage secures the 2396610 Alberta Inc. Indebtedness. On behalf of BMO, we hereby demand payment in accordance with the terms of the Equitable Mortgage.

Please find enclosed for service upon 2396610 Alberta Inc. a Notice of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act*.

Please note that our client reserves the right to accelerate the time for payment set out in this letter and the time set out in the attached Notice if it comes to believe that it is in its interest to do so.

Yours truly,
Dentons Canada LLP

DocuSigned by:

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Dean A. Hitesman
Partner

DAH/mgt
Enclosure

cc: *client (via email)*

FORM 86

Notice of Intention to Enforce a Security
(Rule 124)

To: 2396610 Alberta Inc., an insolvent person

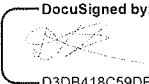
Take notice that:

1. Bank of Montreal (the "**Secured Party**"), a secured creditor, intends to enforce its security on the insolvent person's property described below:
 - (a) All present and after acquired real and personal property of 2396610 Alberta Inc.; and
 - (b) The lands legally described as:

PLAN B4
BLOCK 8
LOT 192
2. The security that is to be enforced is the following:
 - (a) General Security Agreement dated March 7, 2022; and
 - (b) Mortgage dated March 7, 2022.
3. The total amount of indebtedness secured by the security is, as of August 10, 2023, \$956,541.36, plus any additional credit extended to the insolvent person by the Secured Party in its absolute discretion, plus accruing interest and legal costs on a solicitor and his own client basis.
4. The Secured Party will not have the right to enforce the security until after the expiry of the ten (10) day period after this notice is sent, unless otherwise ordered by the Court of King's Bench in the Province of Alberta or unless the insolvent person consents to an earlier enforcement.

Dated at Edmonton, Alberta, this 18th day of August, 2023.

BANK OF MONTREAL
By its solicitors and agents, Dentons Canada LLP

DocuSigned by:

D3DB418C59DF4BF...

Per: _____

Dean A. Hitesman

This is Exhibit "N" referred to in the
Affidavit of Wade Plawucki dated November 6, 2023

A COMMISSIONER OF OATHS IN AND FOR
THE PROVINCE OF ALBERTA

Tamya Chowdhury
Barrister & Solicitor
In and for the Province of Alberta



Dean A. Hitesman
Partner
dean.hitesman@dentons.com
D +1 780 423 7284

Dentons Canada LLP
2500 Stantec Tower
10220 - 103 Avenue NW
Edmonton, AB, Canada T5J 0K4

dentons.com

August 18, 2023

File No.: 126233-2265

DELIVERED VIA REGISTERED MAIL

Ali Abshir Dini
17907 – 62 Street NW
Edmonton, AB T5Y 3Z4

Dear Sir:

RE: Indebtedness to Bank of Montreal – 2396610 Alberta Inc.

Please be advised that we are the solicitors for Bank of Montreal (“**BMO**”) in respect of its dealings with 2396610 Alberta Inc. and Ali Abshir Dini (“**You**”).

Our client advises that 2396610 Alberta Inc. is indebted to it for the following indebtedness, without limitation:

- (a) Account #2579-6998-507 – outstanding balance as at August 10, 2023 of \$956,541.36, plus interest thereon and thereafter at the rate of 1.50% per annum above the prime rate of interest maintained by BMO from time to time (“**Prime**”);
 - (b) any additional credit extended or advanced by BMO to 2396610 Alberta Inc. in the absolute discretion of BMO from and after July 17, 2023, plus interest thereon; and
 - (c) legal costs on a solicitor and his own client basis;
- (the sum of (a) - (c) is referred to herein as the “**Indebtedness**”).

Our client advises that You guaranteed to BMO payment of all indebtedness of 2396610 Alberta Inc. to BMO pursuant to a Guarantee for Indebtedness of an Incorporated Company dated March 7, 2022 (the “**Guarantee**”), guaranteeing repayment of the above Indebtedness in the principal sum of \$937,500.00, plus interest from the date of demand at the rate of 3.0% per annum of above Prime, plus costs on a solicitor and his own client basis.

On behalf of our client, and pursuant to the Guarantee, we hereby demand payment of the above-noted Indebtedness, limited to the sum of \$937,500.00, plus interest at a rate of 3.0% per annum of above Prime, plus costs on a solicitor and his own client basis. Payment is to be made to our client care of this office within 10 days of this letter, failing which legal action and/or realization proceedings may be commenced to recover the same.


Please find enclosed for service upon You a Notice of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act*.

Please also find enclosed a copy of the demand letter and Notice of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act*, which were sent on behalf of our client to 2396610 Alberta Inc., provided to you as a guarantor of the Indebtedness.

Please also find enclosed a Verification Statement evidencing registration at the Alberta Personal Property Registry.

Please note that our client reserves the right to accelerate the time for payment set out in this letter and the time set out in the attached Notice if it comes to believe that it is in its interest to do so.

Yours truly,
Dentons Canada LLP

DocuSigned by:

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Dean A. Hitesman
Partner

DAH/mgt
Enclosures

cc: *client (via email)*



Dean A. Hitesman
Partner
dean.hitesman@dentons.com
D +1 780 423 7284

Dentons Canada LLP
2500 Stantec Tower
10220 - 103 Avenue NW
Edmonton, AB, Canada T5J 0K4

dentons.com

August 18, 2023

File No.: 126233-2265

DELIVERED VIA REGISTERED MAIL

COPY

2396610 Alberta Inc.
c/o Registered Office
17907 62 Street
Edmonton, Alberta T5Y 3Z4

Dear Sir/Madam:

RE: Indebtedness to Bank of Montreal – 2396610 Alberta Inc.

Please be advised that we are the solicitors for Bank of Montreal (“**BMO**”) in respect of its dealings with 2396610 Alberta Inc. Our client advises that 2396610 Alberta Inc. is indebted to it for the following indebtedness, without limitation:

- (a) Account #2579-6998-507 – outstanding balance as at August 10, 2023 of \$956,541.36, plus interest thereon and thereafter at the rate of 1.50% per annum above the prime rate of interest maintained by BMO from time to time (“**Prime**”);
- (b) any additional credit extended or advanced by BMO to 2396610 Alberta Inc. in the absolute discretion of BMO from and after July 17, 2023, plus interest thereon; and
- (c) legal costs on a solicitor and his own client basis;

(the sum of (a) - (c) is referred to herein as the “**Indebtedness**”).

On behalf of our client, we hereby demand payment of the above-noted Indebtedness. Payment is to be made to our client care of this office within 10 days of this letter, failing which legal action and/or realization proceedings may be commenced to recover the same.

By a Mortgage dated March 7, 2022, 2396610 Alberta Inc. granted a mortgage over the lands legally described as:

PLAN B4
BLOCK 8
LOT 192

for the principal sum of \$937,500.00, plus interest at the rate of 5.00% per annum above Prime (the “**Mortgage**”). The Mortgage secures the above Indebtedness. On behalf of BMO, we hereby demand payment in accordance with the terms of the Mortgage.

Our client also advised that on or about March 7, 2022, 2396610 Alberta Inc. granted to BMO an equitable mortgage by way of Security Agreement against all real property of 2396610 Alberta Inc. (the “**Equitable Mortgage**”). BMO has registered this Equitable Mortgage in the amount of \$100,000.00 by way of a Caveat registered in the Alberta Land Titles Office against the lands described as:

Larrain Rencoret ► Hamilton Harrison & Mathews ► Mardemootoo Balgobin ► HPRP ► Zain & Co. ► Delany Law ► Dinner Martin
MacLay Murray & Spens ► Gallo Barrios Pickmann ► Muñoz ► Cardenas & Cardenas ► Lopez Velarde ► Rodyk ► Boeket ► OPF Partners

NATDOCS\73175400\V-1

PLAN B4
BLOCK 8
LOT 192

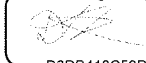
The Equitable Mortgage secures the 2396610 Alberta Inc. Indebtedness. On behalf of BMO, we hereby demand payment in accordance with the terms of the Equitable Mortgage.

Please find enclosed for service upon 2396610 Alberta Inc. a Notice of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act*.

Please note that our client reserves the right to accelerate the time for payment set out in this letter and the time set out in the attached Notice if it comes to believe that it is in its interest to do so.

Yours truly,
Dentons Canada LLP

DocuSigned by:



D3DB418C59DF4BF...

Dean A. Hitesman
Partner

DAH/mgt
Enclosure

cc: client (via email)

FORM 86

Notice of Intention to Enforce a Security
(Rule 124)

To: 2396610 Alberta Inc., an insolvent person

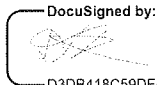
Take notice that:

1. Bank of Montreal (the "**Secured Party**"), a secured creditor, intends to enforce its security on the insolvent person's property described below:
 - (a) All present and after acquired real and personal property of 2396610 Alberta Inc.; and
 - (b) The lands legally described as:

PLAN B4
BLOCK 8
LOT 192
2. The security that is to be enforced is the following:
 - (a) General Security Agreement dated March 7, 2022; and
 - (b) Mortgage dated March 7, 2022.
3. The total amount of indebtedness secured by the security is, as of August 10, 2023, \$956,541.36, plus any additional credit extended to the insolvent person by the Secured Party in its absolute discretion, plus accruing interest and legal costs on a solicitor and his own client basis.
4. The Secured Party will not have the right to enforce the security until after the expiry of the ten (10) day period after this notice is sent, unless otherwise ordered by the Court of King's Bench in the Province of Alberta or unless the insolvent person consents to an earlier enforcement.

Dated at Edmonton, Alberta, this 18th day of August, 2023.

BANK OF MONTREAL
By its solicitors and agents, Dentons Canada LLP

DocuSigned by:

D3DB418C59DF4BF...

Per: _____
Dean A. Hitesman

This is Exhibit "O" referred to in the
Affidavit of Wade Plawucki dated November 6, 2023

A COMMISSIONER OF OATHS IN AND FOR
THE PROVINCE OF ALBERTA

Tamya Chowdhury
Barrister & Solicitor
In and for the Province of Alberta

Chowdhury, Tamyia

From: Lyle Stewart <lyle@bailiff.ab.ca>
Sent: Wednesday, September 13, 2023 4:24 PM
To: Chowdhury, Tamyia
Cc: Hitesman, Dean
Subject: FW: Occupancy Check- 10734 108 St, Edmonton, AB (Dentons file no. 126233-2265)
Attachments: DSCN9216.JPG; DSCN9209.JPG; DSCN9210.JPG; DSCN9211.JPG; DSCN9212.JPG; DSCN9213.JPG; DSCN9214.JPG; DSCN9215.JPG

[WARNING: EXTERNAL SENDER]

Here are the pics on this property with the notes below.
Lyle

Send you photos after attend property.

1. How many units are in the property – **12 units (laundry room is located in basement)**
2. How many are occupied- **cannot confirm, because we do not have an access to the building. The sign “No trespassing- Guard dogs on duty” on the main door**
3. General condition of the interior and exterior – **exterior condition-fair, interior- cannot confirm , because we do not have an access to the building.**
4. If the utilities are active- **Utilities are active**
5. If there is a management company looking after the property. **No any signs regarding management company . It is Almain apartment building.**

From: Chowdhury, Tamyia <tamyia.chowdhury@dentons.com>
Sent: September-12-23 2:29 PM
To: Lyle Stewart <lyle@bailiff.ab.ca>
Cc: Hitesman, Dean <dean.hitesman@dentons.com>
Subject: Occupancy Check- 10734 108 St, Edmonton, AB (Dentons file no. 126233-2265)

Hello,

Could you please do an occupancy check at 10734 108 St, Edmonton, AB, T5H 3A3 (apartment complex)?—we will also need a general report on the status of the complex.

Please let me know if you have any questions or require further information.

Thanks,

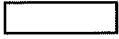
Tamyia N. Chowdhury
Associate

My pronouns are: She/Her/Hers

+1 780 423 7123

tamyia.chowdhury@dentons.com | Bio | Website

Dentons Canada LLP | 2500 Stantec Tower, 10220 - 103 Avenue NW, Edmonton, AB, T5J 0K4, Canada



Our Legacy Firms | Client Experience (CX)

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This is Exhibit "P" referred to in the
Affidavit of Wade Plawucki dated November 6, 2023

A COMMISSIONER OF OATHS IN AND FOR
THE PROVINCE OF ALBERTA

Tamya Chowdhury
Barrister & Solicitor
in and for the Province of Alberta



Property Tax Search

Date: August 31, 2023

Account: 3228905

The information displayed below is the most recent information for the tax year indicated at the time of this request.

Property Address: 10734 108 STREET NW EDMONTON AB T5H 3A3

Legal Description: Plan: B4 Block: 8 Lot: 192

Assessed Parcel Description:

Mortgage Company Billed: No Monthly Payment Plan: No

Valuation Group: MULTI-RESIDENTIAL

Community Revitalization Levy Area:

Owner Name:

Owners Address:

Remarks:

Assessment Year: 2023 Assessment: 1,029,500 Year Built: 1959

Land Use Description	Tax Class	Taxable Status
131 Lowrise apartment building	OTHER RESIDENTIAL 100 %	131: (100%): FULLY TAXABLE JAN-2023 TO DEC-2023

Property Tax		Account Status	
Prior Year:	2022		
Taxes:	\$8,947.95	Tax Arrears:	\$10,328.87
Annual Local Improvements:	\$33.68	Penalty:	\$1,032.88
Total Prior Year Taxes:	\$8,981.63	Arrears Sub-Total:	\$11,361.75
		Current Taxes:	\$10,829.27
Tax Year:	2023	Penalty:	\$541.46
Taxes:	\$10,808.39	Current Sub-Total:	\$11,370.73
Annual Local Improvements:**	\$20.88	Other Charges:	\$.00
Total Current Year Taxes:	\$10,829.27	Penalty:	\$.00
		Other Charges Sub-Total:	\$.00
		Total Balance Owing on August 31, 2023	\$22,732.48

Disclaimer: The balance on this report is conditional upon all payments clearing the City's and the payer's bank. In the event that any such payment is rejected or is not completed, or additional charges are incurred in the clearing of a payment, the amount of the payment and any additional charges incurred will be added to the account without further notice. The City of Edmonton accepts no liability from the reliance of any party on the contents of this report. Individuals who require certification of the current amount of taxes imposed, or the total amount of taxes owing should request a Tax Certificate from the City of Edmonton. (Errors and Omissions excepted).

** For information on newly constructed or proposed local improvements that may affect the property, contact 311 (780-442-5311 if outside Edmonton).