

**Form 13-31
(Rule 13-31)**

**COURT FILE
NUMBER** **KBG-SA-01084-2025**

**COURT OF KING'S BENCH FOR SASKATCHEWAN
IN BANKRUPTCY AND INSOLVENCY**

**JUDICIAL
CENTRE** **SASKATOON**

APPLICANT **BUFFALO RIVER DEVELOPMENT LP, by its general
partner, BUFFALO RIVER ENTERPRISES CORP.**

RESPONDENTS **THREEOSIX INDUSTRIAL SERVICES INC. and
102056994 SASKATCHEWAN LTD.**

**IN THE MATTER OF THE RECEIVERSHIP OF THREEOSIX INDUSTRIAL
SERVICES INC. and 102056994 SASKATCHEWAN LTD.**

AFFIDAVIT OF TYRONE RUTZKI

I, Tyrone Rutzki, of Saskatoon, Saskatchewan, make oath and say (or affirm) that:

1. I am the president of the applicant, Buffalo River Enterprises Corp. ("**BREC**"), the general partner of Buffalo River Development LP. I became BREC's president on August 1, 2025, since which time I have had access to BREC's records, reports, and correspondence in respect of, among other things, its lending relationship with the respondents, 102056994 Saskatchewan Ltd. ("**994 Sask**") and ThreeOSix Industrial Services Inc. ("**ThreeOSix**" and together with 994 Sask, the "**Debtors**"). I therefore have personal knowledge of the matters and facts herein deposed, except where otherwise stated, and where so stated, I verily believe the same to be true.

2. I make this affidavit in support of BREC's application to appoint BDO Canada Limited ("**BDO**") as receiver over the assets, undertakings, and properties of the Debtors (collectively, the "**Property**").

A. THE PARTIES

(i) BREC

3. BREC is a Saskatchewan corporation with a registered office in Saskatoon, Saskatchewan. BREC's sole shareholder is the Buffalo River Dene Nation (the "**First Nation**"). Attached to this affidavit as Exhibit "A" is a copy of BREC's corporate profile report as of September 2, 2025.

(ii) The Debtors

4. The Debtors are Saskatchewan corporations with registered offices in Saskatoon, Saskatchewan. Attached to this affidavit as Exhibits "B" and "C," respectively, are copies of 994 Sask and ThreeOSix's corporate profile reports dated August 29, 2025.

5. 994 Sask is a holding company. Scott Longmuir is 994 Sask's sole director and officer. The company has two class A shareholders: BREC owns 153 shares and Longroad Consulting Limited ("**Longroad**"), a company owned and controlled by Mr. Longmuir, owns 51 shares. Attached to this affidavit as Exhibit "D" is a copy of Longroad's corporate profile report dated July 24, 2025.

6. ThreeOSix is in the industrial construction, underground mining, fabrication, and forestry business, with current and past projects in British Columbia, Alberta, Saskatchewan, Manitoba, and Ontario. Mr. Longmuir is ThreeOSix's sole director and officer and 994 Sask is its sole shareholder.

(iii) 366 Sask

7. In Saskatoon, ThreeOSix operates from leased premises located at 602 48th Street East, Saskatoon, Saskatchewan (the "**Saskatoon Lands**"), which are owned by 102195366 Saskatchewan Ltd. ("**366 Sask**"). BREC is 366 Sask's sole shareholder. Attached to this affidavit as Exhibit "E" is a copy of the 366 Sask's corporate profile report dated September 2, 2025. Attached to this affidavit as Exhibit "F" are copies of the land titles for the parcels that comprise

the Saskatoon Lands.

8. Attached to this affidavit as Exhibit “G” are copies of bankruptcy and insolvency records searches from the Office of the Superintendent of Bankruptcy Canada dated September 2, 2025.

B. THE COMMERCIAL RELATIONSHIP BETWEEN THE PARTIES

9. At the beginning of 2024, Mr. Longmuir approached BREC about investing in 994 Sask and ThreeOSix. Between March and October of 2024, the parties entered into a variety of commercial agreements and transactions, the particulars of which are discussed below.

(i) The 994 Sask Promissory Notes

10. Between March and May of 2024, at the Debtors’ request, BREC agreed to advance funds to 994 Sask. These funds were paid from settlements received by the First Nation in relation to claims with the federal government regarding the “Cold Lake Air Weapons Range” and the “Agricultural Benefits Claim (i.e. the ‘Cows and Plows’ settlement)” (the “Settlement Claims”). In return, 994 Sask executed, among other things, the following promissory notes in favour of BREC (the “Promissory Notes”):

- (a) a promissory note dated March 8, 2024 in favour of BREC in the principal amount of \$500,000, which is payable upon demand;
- (b) a promissory note dated March 13, 2024 in favour of BREC in the principal amount of \$1,000,000, which matured on March 14, 2025;
- (c) a promissory note dated March 14, 2024 in favour of BREC in the principal amount of \$1,000,000, which matured on March 14, 2025;
- (d) a promissory note dated March 28, 2024 in favour of BREC in the principal amount of \$1,500,000, which matured on March 14, 2025;
- (e) a promissory note dated April 17, 2024 in favour of BREC in the principal amount of \$1,500,000, which is payable upon demand; and
- (f) a promissory note dated May 9, 2024 in favour of BREC in the principal amount of

\$1,300,000, which is payable upon demand.

11. Attached to this affidavit collectively as Exhibit “H” are copies of the Promissory Notes. Each of the Promissory Notes requires 994 Sask to pay interest on the principal amounts stated in each note at a rate of 12% per annum, and BREC’s costs (including legal and accounting fees).

12. In total, BREC advanced \$6,852,000 (the “**Promissory Note Indebtedness**”)¹ to 994 Sask in 2024. These funds were to be used by 994 Sask and ThreeOSix to pay the indebtedness owed by ThreeOSix to third-parties to ensure that ThreeOSix remained solvent. To date, BREC does not know how the majority of the funds it advanced were utilized by 994 Sask and ThreeOSix.

(ii) **The Loan Agreement, Guarantees, and Security Agreements**

13. In addition to the Promissory Notes, 994 Sask and BREC entered into a loan agreement dated March 8, 2024 (the “**Loan Agreement**”). The Loan Agreement was subsequently amended and restated on March 14, 2024 (the “**Amended Loan Agreement**”) to add ThreeOSix, Longroad, and Mr. Longmuir as parties to the Amended Loan Agreement because they were, among other things, each:

- (a) required to direct the funds for the specified purposes;²
- (b) obligated to execute limited guarantees in favour of BREC in the principal amounts of \$4,000,000 (the “**Guarantees**”), which they did execute on April 9, 2024; and
- (c) in the case of ThreeOSix and Longroad, obligated to execute general security agreements to secure the repayment of their guarantees (the “**GSAs**”), which they did execute on April 9, 2024.³

14. Attached as Exhibits “I”, “J”, “K”, and “L” are copies of the Loan Agreement, Amended Loan Agreement, Guarantees, and the GSAs, respectively. The security interests created by the

¹ \$52,000 of these advances were not, to my knowledge, memorialized in the form a promissory note.

² See: Schedule “C” to the Amended Loan Agreement.

³ 994 Sask also executed a GSA in favour of BREC on April 9, 2024. A copy of this GSA has been included in Exhibit “L”.

GSAs have been duly registered in the Saskatchewan Personal Property Registry (the “**Sask PPR**”). Attached to this affidavit as Exhibit “**M**” is a copy of a Sask PPR search for ThreeOSix dated August 29, 2025 evidencing BREC’s GSA registrations numbers 302628714 and 302689692. Attached to this affidavit as Exhibit “**N**” is a copy of a Sask PPR search for 994 Sask dated August 29, 2025 evidencing BREC’s GSA registration number 302689687.

15. After the Amended Loan Agreement was executed, BREC advanced an additional \$2,852,000 to 994 Sask. I have reviewed the emails between BREC and ThreeOSix representatives regarding this transaction and verily believe that it was the parties’ intention to enter into a second loan amending agreement to, among other things, increase the principal amount owed from \$4,000,000 to \$6,852,000, and have ThreeOSix, Longroad, and Mr. Longmuir execute new guarantees totaling \$6,852,000; however, the requisite documents were not finalized and executed by the parties.

*(iii) **The BMO Assignment***

16. On May 13, 2024, BREC entered into an assignment agreement with Bank of Montreal (“**BMO**”), ThreeOSix, and Royal Bank of Canada (“**RBC**”) regarding debts owed by ThreeOSix to BMO (the “**Assignment Agreement**”). Attached to this affidavit as Exhibit “**O**” is a copy of the Assignment Agreement.

17. On October 25, 2024, ThreeOSix executed a promissory note in favour of BREC for the principal amount of \$3,917,257.72 together with interest in accordance with the terms of the prior agreements between BMO and ThreeOSix (the “**ThreeOSix Promissory Note**”). The funds advanced under the ThreeOSix Promissory Note were also derived from the Settlement Funds. Attached to this affidavit as Exhibit “**P**” is a copy of the ThreeOSix Promissory Note.

18. On October 31, 2024, BREC, BMO, ThreeOSix, and RBC entered into an amended and restated purchase and assignment agreement, amending and restating the Assignment Agreement (the “**Amended Assignment Agreement**”). Under the terms of the Amended Assignment Agreement, BREC agreed to, among other things, purchase all of the indebtedness owed by ThreeOSix to BMO for \$3,917,257.72 (the “**BMO Indebtedness**”). BMO’s security for the BMO

Indebtedness was assigned to RBC and BREC. Under the terms of the Amended Assignment Agreement, BREC received the “December 2019 GSA” and the “December 2019 PPR Registration” (as those terms are defined in the Amended Assignment Agreement). Attached to this affidavit as Exhibit “Q” is a copy of the Amended Assignment Agreement.

19. ThreeOSix has not repaid the BMO Indebtedness.

20. Bradley Darbyshire executed a letter dated February 10, 2024 on behalf of BREC (the “**February 2024 Letter**”) purporting to waive BREC’s ability to “call the loan” (i.e. the BMO Indebtedness) until October 1, 2025. Curiously, the February 2024 Letter was executed prior to BREC assuming the BMO Indebtedness. I have been unable to locate any BREC shareholder resolution authorizing Mr. Darbyshire to execute the February 2024 Letter, and BREC’s sole shareholder, Buffalo River Dene Nation, only recently discovered that Mr. Darbyshire had done so. Mr. Darbyshire resigned as an officer and employee of BREC effective May 1, 2025. Attached to this affidavit as Exhibits “R” and “S” are copies of the February 2024 Letter and Mr. Darbyshire’s resignation, respectively.

(iv) **Land Purchase and Lease**

21. On July 12, 2024, 994 Sask and 366 Sask executed a purchase agreement whereby 366 Sask agreed to purchase the Saskatoon Lands from 994 Sask for \$4,025,000 (the “**Land Purchase Agreement**”). The purchase price was separate from and in addition to the Promissory Note Indebtedness and the BMO Indebtedness. Attached to this affidavit as Exhibit “T” is a copy of the Land Purchase Agreement.

22. On October 29, 2024, 366 Sask and ThreeOSix entered into a lease agreement with respect to the Saskatoon Lands (the “**Lease Agreement**”). As of September 2, 2025, ThreeOSix was three months in arrears of their lease payments to 366 Sask (i.e. \$75,363.15). Attached to this affidavit as Exhibit “U” is a copy of the Lease Agreement.

C. DETERIORATION OF RELATIONSHIP

23. Upon becoming the President of BREC, I began making inquiries regarding 994 Sask and ThreeOSix's finances and operations.

24. I have recently received and reviewed financial statements, work-in-progress statements, accounts receivable statements, accounts payable statements, and litigation updates from 994 Sask and ThreeOSix.

25. Attached to this affidavit as Exhibit "V" is a copy of ThreeOSix's internal financial statements as of June 30, 2025 (the "**June Financial Statements**"). The June Financial Statements suggest that ThreeOSix is facing a \$2,544,088 net income loss.

26. I have also received and reviewed an email from ThreeOSix's controller to Mr. Longmuir dated August 27, 2025 which suggests that as of that date ThreeOSix was \$1,189,506.86 short of being able to satisfy its critical payees, including payroll, source deductions, GST, WCB Saskatchewan, and insurance payments (the "**August 27 Email**"). Attached to this affidavit as Exhibit "W" is a copy of the August 27 Email.

27. In addition to ThreeOSix's cash-flow issues shown in the June Financial Statements, as of June 30, 2025, ThreeOSix's accounts receivable total \$18,987,251.78, \$6,266,583.04 of which is over 121 days old. Attached to this affidavit as Exhibit "X" is a copy of a list of ThreeOSix's outstanding accounts receivables as of June 30, 2025.

28. On August 26, 2025 Mr. Longmuir provided me with a financial and operational overview which included a breakdown of ThreeOSix's ongoing disputes and litigation. In total, ThreeOSix is embroiled in seven significant legal disputes in which the company is attempting to collect an aggregate amount of \$12,900,000 – this assumes that ThreeOSix is entirely successful and that none of the counterclaims against ThreeOSix succeed. I was further advised by Mr. Longmuir that as of August 27, 2025 ThreeOSix requires approximately \$1,000,000 to pay its legal counsel's outstanding fees and additional money to fund its go-forward collection efforts; however, ThreeOSix does not presently have sufficient funds to make these payments to counsel. I understand from Mr. Longmuir that ThreeOSix's legal counsel will not be continuing with the

litigation until the outstanding accounts have been paid. I have not reviewed the underlying contracts or arbitration agreements that pertain to these disputes and, therefore, I have not appended documentation regarding these litigation efforts to this affidavit as to not inadvertently disclose information that is confidential.

29. Regarding 994 Sask, its December 31, 2024 financial statements indicate that the debt owed under the Promissory Note Indebtedness exceeds the value of its assets ("**994 Sask's Financial Statements**"). Attached to this affidavit as Exhibit "Y" is a copy of 994 Sask's Financial Statements.

30. Each of 994 Sask and ThreeOSix have committed acts of default under, among other things, the Promissory Notes and the GSAs, including the following:

- (a) the indebtedness owed under half of the Promissory Notes matured on March 14, 2025 and was not repaid; and
- (b) in light of ThreeOSix's cash-flow issues, ThreeOSix is either not currently in a position (or may not be in a position in the near future) to pay payroll and remit source deductions which, in turn, would result in BREC's security becoming (or being at risk of becoming) imperiled or jeopardized.

31. In addition to having insufficient reserves to fund its ongoing litigation and reliably pay its employees and statutory obligations, it does not appear that ThreeOSix will be able to pay all of its subcontractors and suppliers.

32. To date, ThreeOSix has failed to present BREC with a realistic restructuring plan and BREC is not aware of any other third-party who is prepared to refinance the indebtedness owed. In light of the defaults and issues described above, BREC has lost confidence in 994 Sask and ThreeOSix's management to run the respective companies.

33. On account of the defaults (described above), BREC demanded the repayment of the indebtedness owed by each of 994 Sask and ThreeOSix under to the Promissory Notes, the

Amended Loan Agreement, the Amended Assignment Agreement, and the Guarantees (the “**Demand Letters**”). BREC enclosed notices of intention to enforce its security pursuant to section 244 of the BIA to the Demand Letters (the “**BIA Notices**”). The 994 Sask and ThreeOSix Demand Letters and BIA Notices were delivered to 994 Sask and ThreeOSix’s registered office on August 28, 2025. Attached to this affidavit as Exhibit “**Z**” are copies of the Demand Letters and the BIA notices that were sent to 994 Sask and ThreeOSix. Attached to this affidavit as Exhibit “**AA**” are copies of the affidavits of service of the Demand Letters and BIA Notices, evidencing that each registered office was served on August 28, 2025.

34. BREC’s present view is “the first loss is the best loss” and it wishes to exercise its contractual rights under the GSAs to have a receiver appointed over the Property as soon as possible, so that the receiver may take control of the Debtors’ operations, assess matters, and propose a realization or restructuring plan. In the event BDO is appointed as the receiver under the terms of the accompanying draft order, BREC is prepared to advance BDO up to \$500,000 to facilitate the work required to monetize what remains of the Debtors assets.

35. In addition to RBC and BREC, the Sask PPR searches for the Debtors indicate that the following persons have registered security interest against the Debtors in the Sask PPR and, therefore have an interest in these proceedings: Ford Credit Canada Company, Mitsubishi HC Capital Canada Leasing, Inc., Provida Financial Corporation, Wells Fargo Equipment Financial Company, RBC, SMS Equipment Inc., BMO, CWB National Leasing Inc., Atco Structures & Logistics Ltd.

D. PARTICULARS OF THE INDEBTEDNESS

36. As of August 28, 2025, the indebtedness owed by the Debtors to BREC was as follows:

(a) 994 Sask:

Principal:	\$6,550,000.00
Accrued Interest:	\$1,090,000.00
<u>Additional Advance:</u>	<u>\$ 52,000.00</u>

TOTAL:	\$7,692,000.00
Per Diem:	\$2,511.78

together with ongoing interest and costs (including legal fees).

(b) ThreeOSix

Principal of BMO Indebtedness:	\$3,913,974.79
<u>ThreeOSix Guarantee:</u>	<u>\$4,000,000.00</u>
TOTAL:	\$7,913,974.79

together with ongoing interest at the rate of 12% per annum with respect to the ThreeOSix Guarantee debt and interest on the BMO Indebtedness in accordance with the agreements between BMO⁴ and ThreeOSix, and costs (including legal fees).

E. RELIEF SOUGHT

37. BREC respectfully requests that this Honourable Court appoint BDO as interim receiver over the Property, on and subject to the terms outlined in the draft interim receivership order (the “Order”). BDO is a licensed insolvency trustee and has consented to the prospective appointment. Attached to this affidavit as Exhibit “BB” is a copy of BDO’s consent to act.

38. I make this affidavit in support of the application by BREC for an Order appointing BDO as the receiver of the Property and for no improper purpose.

SWORN BEFORE ME via electronic means)
this 4th day of September, 2025.)

)

PAUL E. FEDOROFF
Being a Solicitor in the Province of Saskatchewan


TYRONE RUTZKI

⁴ As of the date that this affidavit was sworn BREC did not have copies of the underlying BMO loan and security documentation that was assigned to BREC. These documents will be provided to the Court, along with an updated statement of the BMO Indebtedness, once that information and documentation has been received by BREC.

CONTACT INFORMATION AND ADDRESS FOR SERVICE:

Name of firm:	McDougall Gauley LLP
Name of lawyer in charge of file:	Paul Fedoroff/Craig Frith
Address of legal firm:	500-616 Saskatoon, SK S7H 0J6
Telephone number:	(306) 665-5405
Fax number:	(306) 652-1323
Email address:	pfedoroff@mcDougallGauley.com / cfrith@mcDougallGauley.com



Saskatchewan
Corporate Registry

This is Exhibit 'A' referred to in the Affidavit of
Tyrone Rutzki sworn before me this 4th
day of September, 2025.

Profile Report

Entity Number: 102152680

Page 1 of 4

Entity Name: BUFFALO RIVER ENTERPRISES CORP.

PAUL E. FEDOROFF

Report Date: 02-Sep-2025

Being a Solicitor in the Province of Saskatchewan

Entity Details

Entity Type	Business Corporation
Entity Subtype	Saskatchewan Corporation
Entity Status	Active
Incorporation Date	19-Jul-2022
Annual Return Due Date	31-Aug-2025
Nature of Business	Holding companies
MRAS indicator	No

Registered Office Addresses

Physical Address	201-728 SPADINA CRES E, SASKATOON, Saskatchewan, Canada, S7K 3H2
Mailing Address	201-728 SPADINA CRES E, SASKATOON, Saskatchewan, Canada, S7K 3H2

Directors/Officers

NASHA SPENCE (Officer)

Effective Date:

01-Nov-2024

Physical Address:	3103 CALDER PL, SASKATOON, Saskatchewan, Canada, S7J 4W7
Mailing Address:	3103 CALDER PL, SASKATOON, Saskatchewan, Canada, S7J 4W7

Office Held:

CHIEF FINANCIAL OFFICER

JOHN SCARFE (Director)

Effective Date:

01-Nov-2024

Physical Address:	623 SASKATCHEWAN CRES W, SASKATOON, Saskatchewan, Canada, S7M 0A5
Mailing Address:	623 SASKATCHEWAN CRES W, SASKATOON, Saskatchewan, Canada, S7M 0A5



Entity Number: 102152680

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Entity Name: BUFFALO RIVER ENTERPRISES CORP.

Report Date: 02-Sep-2025

ZEBA AHMAD (Director)

Effective Date:

01-Nov-2024

Physical Address: 8-602 CARTWRIGHT ST,
SASKATOON, Saskatchewan,
Canada, S7T 0M1

Mailing Address: 8-602 CARTWRIGHT ST,
SASKATOON, Saskatchewan,
Canada, S7T 0M1

KELLY MONTGRAND (Director)

Effective Date:

08-Apr-2025

Physical Address: HOUSE #546, BUFFALO RIVER
DENE NATION, Saskatchewan,
Canada, S0M 0S0

Mailing Address: P.O. BOX 264, DILLON,
Saskatchewan, Canada, S0M 0S0

TY RUTZKI (Officer)

Effective Date:

01-Aug-2025

Physical Address: 243 POHORECKY ST,
SASKATOON, Saskatchewan,
Canada, S7W 0J3

Mailing Address: 243 POHORECKY ST,
SASKATOON, Saskatchewan,
Canada, S7W 0J3

Office Held:

PRESIDENT

MELISSA DESJARLAIS (Director)

Effective Date:

01-May-2025

Physical Address: P.O. BOX 37, DILLON,
Saskatchewan, Canada, S0M 0S0

Mailing Address: P.O. BOX 37, DILLON,
Saskatchewan, Canada, S0M 0S0

ELMER CAMPBELL (Director)

Effective Date:

01-May-2025

Physical Address: P.O. BOX 147, DILLON,
Saskatchewan, Canada, S0M 0S0

Mailing Address: P.O. BOX 147, DILLON,
Saskatchewan, Canada, S0M 0S0

JEFFREY DONALD SPENCE (Director)

Effective Date:

01-May-2025

Physical Address: 2611 CUMBERLAND AVE S,
SASKATOON, Saskatchewan,
Canada, S7J 2A3

Mailing Address: 2611 CUMBERLAND AVE S,
SASKATOON, Saskatchewan,
Canada, S7J 2A3



Entity Number: 102152680

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Entity Name: BUFFALO RIVER ENTERPRISES CORP.

Report Date: 02-Sep-2025

Shareholders

Shareholder Name	Mailing Address	Share Class	Shares Held
BUFFALO RIVER DENE NATION	GENERAL DELIVERY, DILLON, SASKATCHEWAN, CANADA, S0M 0S0	CLASS A	100

Articles

Minimum Number of Directors: 1 Maximum Number of Directors: 10

Share Structure:

Class Name	Voting Rights	Authorized Number	Number Issued
CLASS A	Yes	Unlimited	100
CLASS B	No	Unlimited	
CLASS C	No	Unlimited	
CLASS D	No	Unlimited	
CLASS E	Yes	Unlimited	
CLASS F	No	Unlimited	
CLASS G	No	Unlimited	

Business Names Owned By Corporation

Number	Name	Type
102159953	BUFFALO RIVER DEVELOPMENT LP	Saskatchewan Limited Partnership

Event History

Type	Date
Notice of Change of Directors/Officers	02-Sep-2025
Notice of Change of Directors/Officers	02-Sep-2025
Notice of Change of Directors/Officers	02-Sep-2025
Notice of Change of Directors/Officers	23-May-2025
Notice of Change of Directors/Officers	08-Apr-2025
Notice of Change of Directors/Officers	16-Dec-2024
Resignation of Director	04-Nov-2024
Notice of Change of Directors/Officers	04-Nov-2024



Saskatchewan
Corporate Registry

Profile Report

Entity Number: 102152680

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Entity Name: BUFFALO RIVER ENTERPRISES CORP.

Report Date: 02-Sep-2025

Business Corporation - Annual Return

04-Sep-2024

Business Corporation - Annual Return

23-Jun-2023

Notice of Shareholders

19-Jul-2022

Business Corporation - Incorporation

19-Jul-2022



Saskatchewan
Corporate Registry

This is Exhibit 'B' referred to in the Affidavit of
Tyrone Rutzki sworn before me this 4th
day of September, 2025.

Profile Report

Entity Number: 102056994

Page 1 of 3

Entity Name: 102056994 SASKATCHEWAN LTD.

PAUL E. FEDOROFF

Report Date: 29-Aug-2025

Being a Solicitor in the Province of Saskatchewan

Entity Details

Entity Type	Business Corporation
Entity Subtype	Saskatchewan Corporation
Entity Status	Active
Incorporation Date	07-Aug-2018
Annual Return Due Date	30-Sep-2025
Nature of Business	Holding companies
MRAS indicator	No

Registered Office Addresses

Physical Address	1201-409 3RD AVE S, SASKATOON, Saskatchewan, Canada, S7K 5R5
Attention To	MLT AIKINS LLP
Mailing Address	102056994 SASKATCHEWAN LTD., 602 48TH ST E, SASKATOON, Saskatchewan, Canada, S7K 6K4
Attention To	SCOTT LONGMUIR

Directors/Officers

SCOTT LONGMUIR (Director)	Effective Date:	07-Aug-2018

Physical Address:	1151 STENSRUD RD, SASKATOON, Saskatchewan, Canada, S7W 0E1
Mailing Address:	1151 STENSRUD RD, SASKATOON, Saskatchewan, Canada, S7W 0E1

SCOTT LONGMUIR (Officer)	Effective Date:	07-Aug-2018

Physical Address:	1151 STENSRUD RD, SASKATOON, Saskatchewan, Canada, S7W 0E1	
Mailing Address:	1151 STENSRUD RD, SASKATOON, Saskatchewan, Canada, S7W 0E1	Office Held: PRESIDENT



Entity Number: 102056994

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Entity Name: 102056994 SASKATCHEWAN LTD.

Report Date: 29-Aug-2025

Shareholders

Shareholder Name	Mailing Address	Share Class	Shares Held
BUFFALO RIVER DEVELOPMENT LP, BY ITS GENERAL PARTNER, BUFFALO RIVER ENTERPRISES CORP.	201-728 SPADINA CRES E, SASKATOON, SASKATCHEWAN, CANADA, S7K 3H2	CLASS A SHARES - COMMON VOTING	153
LONGROAD CONSULTING LIMITED	602 48TH ST E, SASKATOON, SASKATCHEWAN, CANADA, S7K 6K4	CLASS A SHARES - COMMON VOTING	51

Articles

Minimum Number of Directors: 1 Maximum Number of Directors: 10

Share Structure:

Class Name	Voting Rights	Authorized Number	Number Issued
CLASS A SHARES - COMMON VOTING	Yes	Unlimited	204
CLASS B SHARES - COMMON VOTING	Yes	Unlimited	
CLASS C SHARES - COMMON NON-VOTING	No	Unlimited	
CLASS D SHARES - NON-VOTING REDEEMABLE	No	Unlimited	
CLASS E SHARES - PREFERRED VOTING REDEEMABLE RETRACTABLE	Yes	Unlimited	
CLASS F SHARES - PREFERRED NON-VOTING REDEEMABLE RETRACTABLE	No	Unlimited	
CLASS G SHARES - PREFERRED VOTING REDEEMABLE	Yes	Unlimited	

Event History

Type	Date
Notice of Change of Directors/Officers	21-May-2025
Notice of Change of Directors/Officers	10-Mar-2025



Entity Number: 102056994

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Entity Name: 102056994 SASKATCHEWAN LTD.

Report Date: 29-Aug-2025

Notice of Shareholders	06-Jan-2025
Business Corporation - Restoral	19-Dec-2024
Notice of Change of Directors/Officers	05-Dec-2023
Business Corporation - Annual Return	14-Sep-2023
Notice of Change of Registered Office/Mailing Address	30-May-2023
Business Corporation - Annual Return	15-Sep-2022
Notice of Shareholders	15-Sep-2022
Notice of Change of Mailing Address	15-Sep-2022
Business Corporation - Annual Return	24-Aug-2021
Business Corporation - Annual Return	29-Sep-2020
Notice of Change of Directors/Officers	26-Aug-2020
Notice of Change of Registered Office/Mailing Address	26-Aug-2020
Notice of Change of Registered Office/Mailing Address	18-Jun-2020
Notice of Shareholders	18-Jun-2020
Notice of Change of Directors/Officers	18-Jun-2020
Notice of Change of Registered Office/Mailing Address	18-Jun-2020
Notice of Change of Registered Office/Mailing Address	27-Jan-2020
Notice of Shareholders	16-Jan-2020
Business Corporation - Annual Return	27-Aug-2019
Notice of Shareholders	12-Apr-2019
Notice of Shareholders	12-Apr-2019
Notice of Shareholders	14-Aug-2018
Notice of Change of Registered Office/Mailing Address	07-Aug-2018
Notice of Change of Directors/Officers	07-Aug-2018
Business Corporation - Incorporation	07-Aug-2018



Saskatchewan
Corporate Registry

This is Exhibit 'C' referred to in the Affidavit of
Tyrone Rutzki sworn before me this 4th **Profile Report**
day of September, 2025.

Entity Number: 101304585

Entity Name: THREEOSIX INDUSTRIAL SERVICES INC.

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PAUL E. FEDOROFF

Report Date: 29-Aug-2025

Being a Solicitor in the Province of Saskatchewan

Entity Details

Entity Type	Business Corporation
Entity Subtype	Saskatchewan Corporation
Entity Status	Active
Incorporation Date	20-May-2016
Annual Return Due Date	30-Jun-2026
Nature of Business	Construction, forestry, mining, and industrial machinery, equipment and supplies merchant wholesalers
MRAS indicator	No

Registered Office Addresses

Physical Address	1201-409 3RD AVE S, SASKATOON, Saskatchewan, Canada, S7K 5R5
Mailing Address	THREEOSIX INDUSTRIAL SERVICES INC., 602 48TH ST E, SASKATOON, Saskatchewan, Canada, S7K 6K4
Attention To	SCOTT LONGMUIR

Directors/Officers

SCOTT LONGMUIR (Officer)	Effective Date:	24-May-2016

Physical Address: 1151 STENSRUD ROAD,
SASKATOON, Saskatchewan,
Canada, S7W0E1

Mailing Address: 1151 STENSRUD ROAD,
SASKATOON, Saskatchewan,
Canada, S7W0E1

Office Held: PRESIDENT

SCOTT LONGMUIR (Director)	Effective Date:	20-May-2016

Physical Address: 1151 STENSRUD ROAD,
SASKATOON, Saskatchewan,
Canada, S7W0E1

Mailing Address: 1151 STENSRUD ROAD,
SASKATOON, Saskatchewan,
Canada, S7W0E1



Entity Number: 101304585

Page 2 of 4

Entity Name: THREEOSIX INDUSTRIAL SERVICES INC.

Report Date: 29-Aug-2025

Shareholders

Shareholder Name	Mailing Address	Share Class	Shares Held
102056994 SASKATCHEWAN LTD.	205-2100 AIRPORT DRIVE, SASKATOON, SASKATCHEWAN, CANADA, S7L 6M6	A COM	100

Articles

Minimum Number of Directors: 1 Maximum Number of Directors: 10

Share Structure:

Class Name	Voting Rights	Authorized Number	Number Issued
A COM	Yes	Unlimited	100
B COM	Yes	Unlimited	
C COM	No	Unlimited	
D COM	No	Unlimited	
E PRE	No	Unlimited	
F PRE	No	Unlimited	
G PRE	Yes	Unlimited	

Business Names Owned By Corporation

Number	Name	Type
102140032	73 INDUSTRIAL CONSTRUCTION JV	Saskatchewan Business Name - Joint Venture
102125170	MATO INDUSTRIAL CONSTRUCTION JV	Saskatchewan Business Name - Joint Venture
102093548	ONEOFIVE CONSTRUCTION	Saskatchewan Business Name - Joint Venture

Previous Entity Names

Type	Name	Effective Until
Registered Name	THREE-O-SIX INDUSTRIAL SERVICES INC.	02-Apr-2020



Entity Number: 101304585

Page 3 of 4

Entity Name: THREEOSIX INDUSTRIAL SERVICES INC.

Report Date: 29-Aug-2025

Event History

Type

Date

Business Corporation - Annual Return	27-Jun-2025
Notice of Change of Directors/Officers	21-May-2025
Notice of Change of Directors/Officers	10-Mar-2025
Business Corporation - Annual Return	26-Jun-2024
Notice of Change of Directors/Officers	05-Dec-2023
Business Corporation - Annual Return	14-Jun-2023
Notice of Change of Registered Office/Mailing Address	02-May-2023
Business Corporation - Annual Return	09-Jun-2022
Notice of Change of Registered Office/Mailing Address	09-Jun-2022
Business Corporation - Annual Return	04-Jun-2021
Notice of Change of Registered Office/Mailing Address	26-Aug-2020
Notice of Shareholders	18-Jun-2020
Notice of Change of Registered Office/Mailing Address	18-Jun-2020
Notice of Change of Registered Office/Mailing Address	18-Jun-2020
Business Corporation - Annual Return	16-Jun-2020
Notice of Shareholders	21-Apr-2020
Business Corporation - Amend Articles with Name Change	02-Apr-2020
Business Corporation - Annual Return	28-May-2019
Notice of Shareholders	12-Apr-2019
New West Partnership - Change of Attorney	08-Jan-2019
Notice of Change of Directors/Officers	13-Dec-2018
Notice of Change of Directors/Officers	13-Dec-2018
Notice of Shareholders	11-Dec-2018
Notice of Shareholders	23-Nov-2018
Notice of Shareholders	23-Nov-2018
New West Partnership - Extra-provincial Registration	01-Nov-2018
New West Partnership - Reserve Name	31-Oct-2018
Notice of Change of Registered Office/Mailing Address	04-Oct-2018
Business Corporation - Annual Return	18-Jun-2018
Notice of Change of Registered Office/Mailing Address	18-Jun-2018
Notice of Change of Directors/Officers	19-Jun-2017
Business Corporation - Annual Return	19-Jun-2017
Notice of Change of Directors/Officers	19-Jun-2017



Saskatchewan
Corporate Registry

Profile Report

Entity Number: 101304585

Page 4 of 4

Entity Name: THREEOSIX INDUSTRIAL SERVICES INC.

Report Date: 29-Aug-2025

Resignation of Director	13-Jun-2017
Notice of Shareholders	13-Jun-2017
Business Corporation - File Unanimous Shareholder Agreement	01-Jul-2016
Notice of Shareholders	24-Aug-2016
Notice of Shareholders	24-May-2016
Notice of Change of Directors/Officers	24-May-2016
Business Corporation - Incorporation	20-May-2016



Saskatchewan
Corporate Registry

This is Exhibit 'D' referred to in the Affidavit of
Tyrone Rutzki sworn before me this 4th
day of September, 2025.

Profile Report

Entity Number: 101239490

Entity Name: LONGROAD CONSULTING LIMITED

PAUL E. FEDOROFF

Being a Solicitor in the Province of Saskatchewan

Page 1 of 2

Report Date: 15-Jul-2025

Entity Details

Entity Type	Business Corporation
Entity Subtype	MRAS Corporation
Entity Status	Active
Registration Date	26-Aug-2013
Entity Number in Home Jurisdiction	8587094
Entity Name in Home Jurisdiction	LONGROAD CONSULTING LIMITED
Home Jurisdiction	Canada
Incorporation/Amalgamation Date in Home Jurisdiction	22-Jul-2013
Annual Return Due Date	31-Aug-2025
Nature of Business	HOLDING COMPANY

Registered Office Addresses

Physical Address	1201 - 409 3 AVENUE SOUTH, SASKATOON, Saskatchewan, Canada, S7K 5R5
Mailing Address	LONGROAD CONSULTING LIMITED, 1151 STENSRUD ROAD, SASKATOON, Saskatchewan, Canada, S7W 0E1
Attention To	SCOTT LONGMUIR

Directors/Officers

SCOTT LONGMUIR (Director)

Effective Date:

Physical Address:	1151 STENSRUD RD., SASKATOON, Saskatchewan, Canada, S7W0E1
Mailing Address:	1151 STENSRUD RD., SASKATOON, Saskatchewan, Canada, S7W0E1

Notes

Date

6/26/2020 5:11:34 PM

Note

Entity type converted in June 2020 due to NWP/MRAS initiative.



Entity Number: 101239490

Page 2 of 2

Entity Name: LONGROAD CONSULTING LIMITED

Report Date: 15-Jul-2025

Event History

Type	Date
Business Corporation - Annual Return	24-Oct-2024
Business Corporation - Annual Return	31-Aug-2023
Notice of Change of Registered Office/Mailing Address	06-Jun-2023
Business Corporation - Annual Return	25-Jul-2022
Business Corporation - Annual Return	12-Oct-2021
Business Corporation - Annual Return	24-Aug-2020
Business Corporation - Annual Return	24-Jul-2019
Notice of Change of Registered Office/Mailing Address	20-Mar-2019
Business Corporation - Annual Return	20-Aug-2018
Notice of Change of Registered Office/Mailing Address	20-Aug-2018
Business Corporation - Annual Return	14-Aug-2017
Business Corporation - Annual Return	16-Aug-2016
Business Corporation - Restoral	05-Oct-2015
Notice of Change of Directors/Officers	18-Sep-2013
Business Corporation - Extra-provincial Registration	26-Aug-2013



Saskatchewan
Corporate Registry

This is Exhibit 'E' referred to in the Affidavit of
Tyrone Rutzki sworn before me this 4th
day of September, 2025.

Profile Report

Entity Number: 102195366

Entity Name: 102195366 SASKATCHEWAN LTD.



PAUL E. FEDOROFF
Being a Solicitor in the Province of Saskatchewan

Page 1 of 3

Report Date: 02-Sep-2025

Entity Details

Entity Type	Business Corporation
Entity Subtype	Saskatchewan Corporation
Entity Status	Active
Incorporation Date	05-Jul-2024
Annual Return Due Date	31-Aug-2025
Nature of Business	Holding companies
MRAS indicator	No

Registered Office Addresses

Physical Address	201-728 SPADINA CRES E, SASKATOON, Saskatchewan, Canada, S7K 3H2
Mailing Address	102195366 SASKATCHEWAN LTD., 201-728 SPADINA CRES E, SASKATOON, Saskatchewan, Canada, S7K 3H2

Directors/Officers

JOHN SCARFE (Director)	Effective Date:	01-May-2025
Physical Address:	623 SASKATCHEWAN CRES W, SASKATOON, Saskatchewan, Canada, S7M 0A5	
Mailing Address:	623 SASKATCHEWAN CRES W, SASKATOON, Saskatchewan, Canada, S7M 0A5	
ZEBA AHMAD (Director)	Effective Date:	01-May-2025
Physical Address:	8-602 CARTWRIGHT ST, SASKATOON, Saskatchewan, Canada, S7T 0M1	
Mailing Address:	8-602 CARTWRIGHT ST, SASKATOON, Saskatchewan, Canada, S7T 0M1	



Entity Number: 102195366

Page 2 of 3

Entity Name: 102195366 SASKATCHEWAN LTD.

Report Date: 02-Sep-2025

KELLY MONTGRAND (Director)

Effective Date:

01-May-2025

Physical Address: HOUSE #546, BUFFALO RIVER
DENE NATION, Saskatchewan,
Canada, S0M 0S0

Mailing Address: PO BOX 264, DILLON,
Saskatchewan, Canada, S0M 0S0

TY RUTZKI (Officer)

Effective Date:

01-Aug-2025

Physical Address: 243 POHORECKY ST,
SASKATOON, Saskatchewan,
Canada, S7W 0J3

Mailing Address: 243 POHORECKY ST,
SASKATOON, Saskatchewan,
Canada, S7W 0J3

Office Held:

PRESIDENT

MELISSA DESJARLAIS (Director)

Effective Date:

01-May-2025

Physical Address: PO BOX 37, DILLON,
Saskatchewan, Canada, S0M 0S0

Mailing Address: PO BOX 37, DILLON,
Saskatchewan, Canada, S0M 0S0

ELMER CAMPBELL (Director)

Effective Date:

01-May-2025

Physical Address: PO BOX 147, DILLON,
Saskatchewan, Canada, S0M 0S0

Mailing Address: PO BOX 147, DILLON,
Saskatchewan, Canada, S0M 0S0

JEFFREY DONALD SPENCE (Director)

Effective Date:

01-May-2025

Physical Address: 2611 CUMBERLAND AVE S,
SASKATOON, Saskatchewan,
Canada, S7J 2A3

Mailing Address: 2611 CUMBERLAND AVE S,
SASKATOON, Saskatchewan,
Canada, S7J 2A3

NASHA SPENCE (Officer)

Effective Date:

01-May-2025

Physical Address: 3103 CALDER PL, SASKATOON,
Saskatchewan, Canada, S7J 4W7

Mailing Address: 3103 CALDER PL, SASKATOON,
Saskatchewan, Canada, S7J 4W7

Office Held:

CHIEF FINANCIAL OFFICER

Shareholders



Entity Number: 102195366

Page 3 of 3

Entity Name: 102195366 SASKATCHEWAN LTD.

Report Date: 02-Sep-2025

Shareholder Name	Mailing Address	Share Class	Shares Held
BUFFALO RIVER DEVELOPMENT LP, BY ITS GENERAL PARTNER, BUFFALO RIVER ENTERPRISES CORP.	201-728 SPADINA CRES E, SASKATOON, SASKATCHEWAN, CANADA, S7K 3H2	CLASS A	100

Articles

Minimum Number of Directors: 1 Maximum Number of Directors: 10

Share Structure:

Class Name	Voting Rights	Authorized Number	Number Issued
CLASS A	Yes	Unlimited	100
CLASS B	No	Unlimited	
CLASS C	No	Unlimited	
CLASS D	No	Unlimited	
CLASS E	Yes	Unlimited	
CLASS F	No	Unlimited	
CLASS G	No	Unlimited	

Event History

Type	Date
Notice of Change of Directors/Officers	02-Sep-2025
Notice of Change of Directors/Officers	02-Sep-2025
Notice of Shareholders	05-Jul-2024
Business Corporation - Incorporation	05-Jul-2024

Province of Saskatchewan Land Titles Registry Title

Title #: 158099709
Title Status: Active
Parcel Type: Surface
Parcel Value: \$2,012,495.00 CAD
Title Value: \$2,012,495.00 CAD
Converted Title: 89S31076
Previous Title and/or Abstract #: 155213771

As of: 15 Jul 2025 10:47:55
Last Amendment Date: 24 Dec 2024 08:29:59.953
Issued: 31 Oct 2024 15:43:04.843
Municipality: CITY OF SASKATOON

102195366 SASKATCHEWAN LTD. is the registered owner of Surface Parcel
#203926158

Reference Land Description: Lot 11 Blk/Par 635 Plan No 102377459 Extension 0

This title is subject to any registered interests set out below and the exceptions, reservations and interests mentioned in section 14 of *The Land Titles Act, 2000*.

Registered Interests:

Interest #:
200397999

CNV Easement

Value: N/A
Reg'd: 12 Sep 1979 02:12:17
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

right of way

Holder as Tenant in Common

Interest Share: 1/2

Interest Share Number: 218691209

Holder:

Saskatchewan Telecommunications
13th Floor, 2121 Saskatchewan Drive
Regina, Saskatchewan, Canada S4P 3Y2
Client #: 100006861

This is Exhibit 'F' referred to in the Affidavit of
Tyrone Rutzki sworn before me this 4th
day of September, 2025.



PAUL E. FEDOROFF

Being a Solicitor in the Province of Saskatchewan

Holder as Tenant in Common

Interest Share: 1/2

Interest Share Number: 218691210

Holder:

Saskatchewan Power Corporation
N/A
N/A, Saskatchewan, Canada
Client #: 100873021

Int. Register #: 103269214

Converted Instrument #: 79S36935

Interest #:
200398002

Joint Use Utility Easement

Value: N/A
Reg'd: 22 Dec 2022 13:58:00
Interest Register Amendment Date: 15 Jun
2023 09:40:46

Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder as Tenant in Common
Interest Share: 1/2
Interest Share Number: 218691221
Holder:
Saskatchewan Telecommunications
13th Floor, 2121 Saskatchewan Drive
Regina, Saskatchewan, Canada S4P 3Y2
Client #: 100006861

Holder as Tenant in Common
Interest Share: 1/2
Interest Share Number: 218691232
Holder:
SASKATCHEWAN POWER CORPORATION
2025 VICTORIA AVE
REGINA, SK, Canada S4P 0S1
Client #: 100307618

Int. Register #: 125430320
Feature #: 100345632

Interest #:
200398024

Mortgage

Value: \$3,400,000.00 CAD
Reg'd: 31 Oct 2024 15:43:09
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:
ROYAL BANK OF CANADA
36 York Mills Road, 4th Floor
Toronto, Ontario, Canada M2P 0A4
Client #: 102218969

Int. Register #: 126356407

Interest #:
200398057

Assignment of Rents

Value: N/A
Reg'd: 31 Oct 2024 15:43:09
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:
ROYAL BANK OF CANADA
36 York Mills Road, 4th Floor
Toronto, Ontario, Canada M2P 0A4
Client #: 102218969

Int. Register #: 126356418

Addresses for Service:

Name	Address
Owner: 102195366 SASKATCHEWAN LTD.	201-728 SPADINA CRES E SASKATOON, Saskatchewan, Canada S7K 3H2

Client #: [140349236](#)

Notes:

Parcel Class Code: [Parcel \(Generic\)](#)



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Province of Saskatchewan Land Titles Registry Title

Title #: 158099653
Title Status: Active
Parcel Type: Surface
Parcel Value: \$2,012,495.00 CAD
Title Value: \$2,012,495.00 CAD
Converted Title: 81S35120
Previous Title and/or Abstract #: 154233929

As of: 15 Jul 2025 10:46:48
Last Amendment Date: 19 Feb 2025 10:20:06.513
Issued: 31 Oct 2024 15:43:01.930
Municipality: CITY OF SASKATOON

102195366 SASKATCHEWAN LTD. is the registered owner of Surface Parcel #118988173

Reference Land Description: Lot 6 Blk/Par 635 Plan No 79S22381 Extension 0
As described on Certificate of Title 81S35120.

This title is subject to any registered interests set out below and the exceptions, reservations and interests mentioned in section 14 of *The Land Titles Act, 2000*.

Registered Interests:

Interest #:
200397898

CNV Easement

Value: N/A
Reg'd: 12 Sep 1979 02:12:17
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

right of way

Holder as Tenant in Common
Interest Share: 1/2
Interest Share Number: 218691085
Holder:
SASKATCHEWAN POWER CORPORATION
2025 VICTORIA AVE
REGINA, SK, Canada S4P 0S1
Client #: 100307618

Holder as Tenant in Common
Interest Share: 1/2
Interest Share Number: 218691096
Holder:
Saskatchewan Telecommunications
13th Floor, 2121 Saskatchewan Drive
Regina, Saskatchewan, Canada S4P 3Y2
Client #: 100006861

Int. Register #: 103269179
Converted Instrument #: 79S36935

Interest #:
200397922

Joint Use Utility Easement

Value: N/A
Reg'd: 22 Dec 2022 13:57:59

Interest Register Amendment Date: 15 Jun 2023 09:40:46
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder as Tenant in Common
Interest Share: 1/2
Interest Share Number: 218691120
Holder:
Saskatchewan Telecommunications
13th Floor, 2121 Saskatchewan Drive
Regina, Saskatchewan, Canada S4P 3Y2
Client #: 100006861

Holder as Tenant in Common
Interest Share: 1/2
Interest Share Number: 218691131
Holder:
SASKATCHEWAN POWER CORPORATION
2025 VICTORIA AVE
REGINA, SK, Canada S4P 0S1
Client #: 100307618

Int. Register #: 125430320
Feature #: 100345632

Interest #:
200398046

Mortgage

Value: \$3,400,000.00 CAD
Reg'd: 31 Oct 2024 15:43:09
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:
ROYAL BANK OF CANADA
36 York Mills Road, 4th Floor
Toronto, Ontario, Canada M2P 0A4
Client #: 102218969

Int. Register #: 126356407

Interest #:
200398068

Assignment of Rents

Value: N/A
Reg'd: 31 Oct 2024 15:43:09
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:
ROYAL BANK OF CANADA
36 York Mills Road, 4th Floor
Toronto, Ontario, Canada M2P 0A4
Client #: 102218969

Int. Register #: 126356418

Addresses for Service:

Name
Owner:

Address

102195366 SASKATCHEWAN LTD.

201-728 SPADINA CRES E SASKATOON, Saskatchewan,
Canada S7K 3H2

Client #: 140349236

Notes:

Parcel Class Code: [Parcel \(Generic\)](#)



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Province of Saskatchewan Land Titles Registry Uncertified Mineral Title

Title #: 158099675
Title Status: Active - Locked
Parcel Type: Mineral - All
Mineral Value: \$10.00 CAD
Title Value: \$10.00 CAD
Converted Title: 81S35120
Previous Title and/or Abstract #: 154234278

As of: 15 Jul 2025 10:47:24
Last Amendment Date: 19 Feb 2025 10:20:06.493
Issued: 31 Oct 2024 15:43:03.313
Municipality: CITY OF SASKATOON

102195366 SASKATCHEWAN LTD. is the uncertified owner of all mines and minerals as referenced on Certificate of Title 81S35120 in Mineral Parcel #131619393

Reference Land Description: Lot 6 Blk/Par 635 Plan No 79S22381 Extension 0
As described on Certificate of Title 81S35120.

The registered interests set out below have been registered respecting this uncertified mineral title.

Registered Interests:

Interest #:
200398035

Mortgage

Value: \$3,400,000.00 CAD
Reg'd: 31 Oct 2024 15:43:09
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:
ROYAL BANK OF CANADA
36 York Mills Road, 4th Floor
Toronto, Ontario, Canada M2P 0A4
Client #: 102218969

Int. Register #: 126356407

Interest #:
200398079

Assignment of Rents

Value: N/A
Reg'd: 31 Oct 2024 15:43:09
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:
ROYAL BANK OF CANADA
36 York Mills Road, 4th Floor
Toronto, Ontario, Canada M2P 0A4
Client #: 102218969

Int. Register #: 126356418

Addresses for Service:

Name	Address
Owner:	

102195366 SASKATCHEWAN LTD.

201-728 SPADINA CRES E SASKATOON, Saskatchewan,
Canada S7K 3H2

Client #: 140349236

Title Locks:

Date

23 May 2002 20:12:34

Type

Uncertified Mineral Title - Non-Producing Area
(Transfer Permitted)

Description

mineral title without a
mineral certificate

Notes:

Parcel Class Code: Unknown



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Search results - Bankruptcy and Insolvency Records Search

i To see detailed information on any listing, click on the name of the business or individual below. **Don't forget to print the information or save it to your desktop.**

Search Criteria 102056994 Saskatchewan Ltd. > Both

BIA (Bankruptcy and Insolvency Act) Records

Search

CCAA (Companies' Creditors Arrangement Act) Records

i **Matches found: 0 Tokens Remaining: 0**

Note: Don't forget to print or save the details of the results of your search, even if only to show that there has been no bankruptcy or insolvency.

[View details of the results](#)

This is Exhibit 'G' referred to in the Affidavit of
Tyrone Rutzki sworn before me this 4th
day of September, 2025.

PAUL E. FEDOROFF
Being a Solicitor in the Province of Saskatchewan



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Search results - Bankruptcy and Insolvency Records Search

i To see detailed information on any listing, click on the name of the business or individual below. Don't forget to print the information or save it to your desktop.

Search Criteria 102056994 Saskatchewan Ltd. > Both

[BIA \(Bankruptcy and Insolvency Act\) Records](#)

[Search](#)

[CCAA \(Companies' Creditors Arrangement Act\) Records](#)

i Matches found: 0

Search results

Name	CCAA File Number	Date of Proceeding	Monitor
No records found			



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Search results - Bankruptcy and Insolvency Records Search

i To see detailed information on any listing, click on the name of the business or individual below. **Don't forget to print the information or save it to your desktop.**

Search Criteria ThreeOSix Industrial Services Inc. > Both

[BIA \(Bankruptcy and Insolvency Act\) Records](#)

[Search](#)

[CCAA \(Companies' Creditors Arrangement Act\) Records](#)

i **Matches found: 0 Tokens Remaining: 1**

Note: Don't forget to print or save the details of the results of your search, even if only to show that there has been no bankruptcy or insolvency.

[View details of the results](#)



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Search results - Bankruptcy and Insolvency Records Search

i To see detailed information on any listing, click on the name of the business or individual below. Don't forget to print the information or save it to your desktop.

Search Criteria ThreeOSix Industrial Services Inc. > Both

[BIA \(Bankruptcy and Insolvency Act\) Records](#)

[Search](#)

[CCAA \(Companies' Creditors Arrangement Act\) Records](#)

i Matches found: 0

Search results

Name	CCAA File Number	Date of Proceeding	Monitor
No records found			

This is Exhibit 'H' referred to in the Affidavit of
Tyrone Rutzki sworn before me this 4th
day of September, 2025.



PAUL E. FEDOROFF

Being a Solicitor in the Province of Saskatchewan

PROMISSORY NOTE

PRINCIPAL AMOUNT: \$500,000.00

DUE: ON DEMAND

FOR VALUE RECEIVED, 102056994 Saskatchewan Ltd. (the "Debtor") unconditionally and irrevocably promises to pay to or to the order of Buffalo River Development LP, by its general partner, Buffalo River Enterprises Corp. (the "Lender") **ON DEMAND** the principal sum of Five Hundred Thousand Dollars (\$500,000.00) in lawful money of Canada (the "Principal"), together with interest as set out below.

1. **Interest.** Interest will be payable on the Principal outstanding from time to time at the rate of twelve percent (12%) per annum, until the said Principal and interest thereon is paid in full.
2. **Pre-Payment.** The Debtor will have the privilege of paying all or part of the Principal Sum hereby secured, together with all interest accruing to the date of payment, without notice, bonus, or penalty.
3. **Application of Payments.** The Lender shall apply any amount paid in satisfaction of any indebtedness under this note first against any accrued and unpaid interest and second against the outstanding Principal.
4. **Acceleration.** When a default under this note occurs, the full unpaid balance of the Principal and all accrued and unpaid interest will, at the Lender's option, become immediately due and payable.
5. **Payment of Costs.** The Debtor shall pay all costs (including legal and accounting fees) that it and the Lender incur in connection with the drafting and negotiation of the transactions contemplated by this note, the execution and delivery of this note, and the perfection and enforcement of the Lender's interest under this note, all of which will be paid immediately upon demand and form part of the indebtedness and shall be added to the Principal owing under this note.
6. **Security.** As continuing security for the due and timely payment by the Debtor of the Principal, interest, and all other amounts owing under this note, the Debtor hereby grants a security interest in favour of the Lender under the terms of a share pledge agreement (the "Security Agreement"), dated the 8th day of March 2023, granted by the Debtor in favour of the Lender, whereby the Debtor pledged its shares and granted a security interest in its shares in Threeosix Industrial Services Inc. to the Lender.
7. **Further Security.** Furthermore, the Debtor covenants and agrees to execute a mortgage, in such form and with such content so as to be to the satisfaction of the Lender, in favour of the Lender that is registrable against the real property held by the Debtor, specifically Surface Parcels 203926158 and 118988173.
8. **Waiver.** No waiver of any provision of this note shall be binding unless the waiver is in writing and signed by both the Debtor and the Lender. No indulgence or forbearance by

the Lender shall constitute a waiver of the Lender's right to insist on performance in full and in a timely manner of all obligations of the Debtor under this note. The Debtor hereby waives presentment for payment, demand, protest, statutory days of grace and notice of any kind in connection with this note and agrees that it is not necessary for the Lender to first bring legal action in order to enforce payment of this note.

9. **Severability.** The invalidity or unenforceability of any particular term of this note will not affect or limit the validity or enforceability of the remaining terms.
 10. **Waiver.** The Debtor hereby waives presentment, protest, notice of protest, and notice of dishonor.
 11. **Assignment.** The Lender may assign this note in whole or in part to any person without notice to or the consent of the Debtor. Without the prior written consent of the Lender, the Debtor may not assign this note.
 12. **Amendment.** This note may only be amended by a written document signed by each of the parties.
 13. **Enurement.** This note shall inure to the benefit of the Lender and its successors and assigns and be binding upon the Debtor and its successors and assigns.
 14. **Further Assurances.** The Debtor, at its expense and at the Lender's request, shall sign (or cause to be signed) all further documents or do (or cause to be done) all further acts and provide all reasonable assurances as may reasonably be necessary or desirable to give effect to this note.
 15. **Acknowledgment of Receipt.** The Debtor hereby acknowledges receipt of a true copy of this note.
 16. **Jurisdiction.** This promissory note shall be governed by and construed in accordance with the laws of the Province of Saskatchewan and the laws of Canada applicable therein.
- IN WITNESS WHEREOF** the undersigned has executed this promissory note this 8th day of March 2024.

102056994 SASKATCHEWAN LTD.

Per: 

Name: Scott Longmuir

Title: President

I have the authority to bind the corporation.

PROMISSORY NOTE

PRINCIPAL AMOUNT: \$1,000,000.00

DUE: 14 March 2025

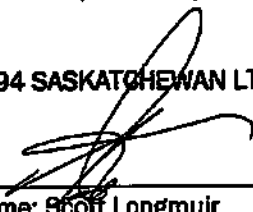
FOR VALUE RECEIVED, 102056994 Saskatchewan Ltd. (the "Debtor") unconditionally and irrevocably promises to pay to or to the order of Buffalo River Development LP, by its general partner, Buffalo River Enterprises Corp. (the "Lender") the principal sum of One Million Dollars (\$1,000,000.00) in lawful money of Canada (the "Principal"), together with interest as set out below.

- 1. Interest.** Interest will be payable on the Principal outstanding from time to time at the rate of twelve percent (12%) per annum, until the said Principal and interest thereon is paid in full.
- 2. Pre-Payment.** The Debtor will have the privilege of paying all or part of the Principal Sum hereby secured, together with all interest accruing to the date of payment, without notice, bonus, or penalty.
- 3. Application of Payments.** The Lender shall apply any amount paid in satisfaction of any indebtedness under this note first against any accrued and unpaid interest and second against the outstanding Principal.
- 4. Acceleration.** When a default under this note occurs, the full unpaid balance of the Principal and all accrued and unpaid interest will, at the Lender's option, become immediately due and payable.
- 5. Payment of Costs.** The Debtor shall pay all costs (including legal and accounting fees) that it and the Lender incur in connection with the drafting and negotiation of the transactions contemplated by this note, the execution and delivery of this note, and the perfection and enforcement of the Lender's interest under this note, all of which will be paid immediately upon demand and form part of the indebtedness and shall be added to the Principal owing under this note.
- 6. Waiver.** No waiver of any provision of this note shall be binding unless the waiver is in writing and signed by both the Debtor and the Lender. No indulgence or forbearance by the Lender shall constitute a waiver of the Lender's right to insist on performance in full and in a timely manner of all obligations of the Debtor under this note. The Debtor hereby waives presentment for payment, demand, protest, statutory days of grace and notice of any kind in connection with this note and agrees that it is not necessary for the Lender to first bring legal action in order to enforce payment of this note.
- 7. Severability.** The invalidity or unenforceability of any particular term of this note will not affect or limit the validity or enforceability of the remaining terms.
- 8. Waiver.** The Debtor hereby waives presentment, protest, notice of protest, and notice of dishonor.

- 9. Assignment.** The Lender may assign this note in whole or in part to any person without notice to or the consent of the Debtor. Without the prior written consent of the Lender, the Debtor may not assign this note.
- 10. Amendment.** This note may only be amended by a written document signed by each of the parties.
- 11. Enurement.** This note shall inure to the benefit of the Lender and its successors and assigns and be binding upon the Debtor and its successors and assigns.
- 12. Further Assurances.** The Debtor, at its expense and at the Lender's request, shall sign (or cause to be signed) all further documents or do (or cause to be done) all further acts and provide all reasonable assurances as may reasonably be necessary or desirable to give effect to this note.
- 13. Acknowledgment of Receipt.** The Debtor hereby acknowledges receipt of a true copy of this note.
- 14. Jurisdiction.** This promissory note shall be governed by and construed in accordance with the laws of the Province of Saskatchewan and the laws of Canada applicable therein.

IN WITNESS WHEREOF the undersigned has executed this promissory note this 13th day of March 2024.

102056994 SASKATCHEWAN LTD.

Per: 

Name: Scott Longmuir
Title: President

I have the authority to bind the corporation.

PROMISSORY NOTE

PRINCIPAL AMOUNT: \$1,000,000.00

DUE: 14 March 2025

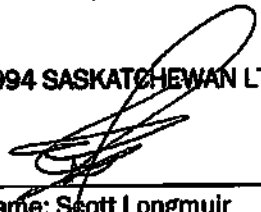
FOR VALUE RECEIVED, 102056994 Saskatchewan Ltd. (the "Debtor") unconditionally and irrevocably promises to pay to or to the order of Buffalo River Development LP, by its general partner, Buffalo River Enterprises Corp. (the "Lender") the principal sum of One Million Dollars (\$1,000,000.00) in lawful money of Canada (the "Principal"), together with interest as set out below.

- 1. Interest.** Interest will be payable on the Principal outstanding from time to time at the rate of twelve percent (12%) per annum, until the said Principal and interest thereon is paid in full.
- 2. Pre-Payment.** The Debtor will have the privilege of paying all or part of the Principal Sum hereby secured, together with all interest accruing to the date of payment, without notice, bonus, or penalty.
- 3. Application of Payments.** The Lender shall apply any amount paid in satisfaction of any indebtedness under this note first against any accrued and unpaid interest and second against the outstanding Principal.
- 4. Acceleration.** When a default under this note occurs, the full unpaid balance of the Principal and all accrued and unpaid interest will, at the Lender's option, become immediately due and payable.
- 5. Payment of Costs.** The Debtor shall pay all costs (including legal and accounting fees) that it and the Lender incur in connection with the drafting and negotiation of the transactions contemplated by this note, the execution and delivery of this note, and the perfection and enforcement of the Lender's interest under this note, all of which will be paid immediately upon demand and form part of the indebtedness and shall be added to the Principal owing under this note.
- 6. Waiver.** No waiver of any provision of this note shall be binding unless the waiver is in writing and signed by both the Debtor and the Lender. No indulgence or forbearance by the Lender shall constitute a waiver of the Lender's right to insist on performance in full and in a timely manner of all obligations of the Debtor under this note. The Debtor hereby waives presentment for payment, demand, protest, statutory days of grace and notice of any kind in connection with this note and agrees that it is not necessary for the Lender to first bring legal action in order to enforce payment of this note.
- 7. Severability.** The invalidity or unenforceability of any particular term of this note will not affect or limit the validity or enforceability of the remaining terms.
- 8. Waiver.** The Debtor hereby waives presentment, protest, notice of protest, and notice of dishonor.

- 9. Assignment.** The Lender may assign this note in whole or in part to any person without notice to or the consent of the Debtor. Without the prior written consent of the Lender, the Debtor may not assign this note.
- 10. Amendment.** This note may only be amended by a written document signed by each of the parties.
- 11. Enurement.** This note shall inure to the benefit of the Lender and its successors and assigns and be binding upon the Debtor and its successors and assigns.
- 12. Further Assurances.** The Debtor, at its expense and at the Lender's request, shall sign (or cause to be signed) all further documents or do (or cause to be done) all further acts and provide all reasonable assurances as may reasonably be necessary or desirable to give effect to this note.
- 13. Acknowledgment of Receipt.** The Debtor hereby acknowledges receipt of a true copy of this note.
- 14. Jurisdiction.** This promissory note shall be governed by and construed in accordance with the laws of the Province of Saskatchewan and the laws of Canada applicable therein.

IN WITNESS WHEREOF the undersigned has executed this promissory note this 14th day of March 2024.

102056994 SASKATCHEWAN LTD.

Per: 

Name: Scott Longmuir

Title: President

I have the authority to bind the corporation.

PROMISSORY NOTE

PRINCIPAL AMOUNT: \$1,000,500.00

DUE: 14 March 2025

FOR VALUE RECEIVED, 102056994 Saskatchewan Ltd. (the "Debtor") unconditionally and irrevocably promises to pay to or to the order of Buffalo River Development LP, by its general partner, Buffalo River Enterprises Corp. (the "Lender") the principal sum of One Million and Five Hundred Thousand Dollars (\$1,500,000.00) in lawful money of Canada (the "Principal"), together with interest as set out below.

- 1. Interest.** Interest will be payable on the Principal outstanding from time to time at the rate of twelve percent (12%) per annum, until the said Principal and interest thereon is paid in full.
- 2. Pre-Payment.** The Debtor will have the privilege of paying all or part of the Principal Sum hereby secured, together with all interest accruing to the date of payment, without notice, bonus, or penalty.
- 3. Application of Payments.** The Lender shall apply any amount paid in satisfaction of any indebtedness under this note first against any accrued and unpaid interest and second against the outstanding Principal.
- 4. Acceleration.** When a default under this note occurs, the full unpaid balance of the Principal and all accrued and unpaid interest will, at the Lender's option, become immediately due and payable.
- 5. Payment of Costs.** The Debtor shall pay all costs (including legal and accounting fees) that it and the Lender incur in connection with the drafting and negotiation of the transactions contemplated by this note, the execution and delivery of this note, and the perfection and enforcement of the Lender's interest under this note, all of which will be paid immediately upon demand and form part of the indebtedness and shall be added to the Principal owing under this note.
- 6. Waiver.** No waiver of any provision of this note shall be binding unless the waiver is in writing and signed by both the Debtor and the Lender. No indulgence or forbearance by the Lender shall constitute a waiver of the Lender's right to insist on performance in full and in a timely manner of all obligations of the Debtor under this note. The Debtor hereby waives presentment for payment, demand, protest, statutory days of grace and notice of any kind in connection with this note and agrees that it is not necessary for the Lender to first bring legal action in order to enforce payment of this note.
- 7. Severability.** The invalidity or unenforceability of any particular term of this note will not affect or limit the validity or enforceability of the remaining terms.
- 8. Waiver.** The Debtor hereby waives presentment, protest, notice of protest, and notice of dishonor.

9. Assignment. The Lender may assign this note in whole or in part to any person without notice to or the consent of the Debtor. Without the prior written consent of the Lender, the Debtor may not assign this note.

10. Amendment. This note may only be amended by a written document signed by each of the parties.

11. Enurement. This note shall inure to the benefit of the Lender and its successors and assigns and be binding upon the Debtor and its successors and assigns.

12. Further Assurances. The Debtor, at its expense and at the Lender's request, shall sign (or cause to be signed) all further documents or do (or cause to be done) all further acts and provide all reasonable assurances as may reasonably be necessary or desirable to give effect to this note.

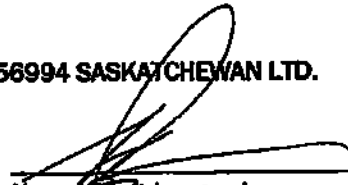
13. Acknowledgment of Receipt. The Debtor hereby acknowledges receipt of a true copy of this note.

14. Jurisdiction. This promissory note shall be governed by and construed in accordance with the laws of the Province of Saskatchewan and the laws of Canada applicable therein.

IN WITNESS WHEREOF the undersigned has executed this promissory note this 28th day of March 2024.

102056994 SASKATCHEWAN LTD.

Per:


Name: Scott Longmuir

Title: President

I have the authority to bind the corporation.

PROMISSORY NOTE

PRINCIPAL AMOUNT: \$1,500,000.00

DUE: ON DEMAND

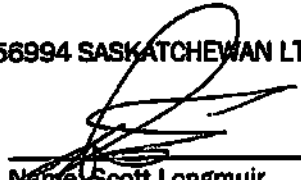
FOR VALUE RECEIVED, 102056994 Saskatchewan Ltd. (the "Debtor") unconditionally and irrevocably promises to pay to or to the order of Buffalo River Development LP, by its general partner, Buffalo River Enterprises Corp. (the "Lender") **ON DEMAND** the principal sum of One Million Five Hundred Thousand Dollars (\$1,500,000.00) in lawful money of Canada (the "Principal"), together with interest as set out below.

- 1. Interest.** Interest will be payable on the Principal outstanding from time to time at the rate of twelve percent (12%) per annum, until the said Principal and interest thereon is paid in full.
- 2. Pre-Payment.** The Debtor will have the privilege of paying all or part of the Principal Sum hereby secured, together with all interest accruing to the date of payment, without notice, bonus, or penalty.
- 3. Application of Payments.** The Lender shall apply any amount paid in satisfaction of any indebtedness under this note first against any accrued and unpaid interest and second against the outstanding Principal.
- 4. Acceleration.** When a default under this note occurs, the full unpaid balance of the Principal and all accrued and unpaid interest will, at the Lender's option, become immediately due and payable.
- 5. Payment of Costs.** The Debtor shall pay all costs (including legal and accounting fees) that it and the Lender incur in connection with the drafting and negotiation of the transactions contemplated by this note, the execution and delivery of this note, and the perfection and enforcement of the Lender's interest under this note, all of which will be paid immediately upon demand and form part of the indebtedness and shall be added to the Principal owing under this note.
- 6. Waiver.** No waiver of any provision of this note shall be binding unless the waiver is in writing and signed by both the Debtor and the Lender. No indulgence or forbearance by the Lender shall constitute a waiver of the Lender's right to insist on performance in full and in a timely manner of all obligations of the Debtor under this note. The Debtor hereby waives presentment for payment, demand, protest, statutory days of grace and notice of any kind in connection with this note and agrees that it is not necessary for the Lender to first bring legal action in order to enforce payment of this note.
- 7. Severability.** The invalidity or unenforceability of any particular term of this note will not affect or limit the validity or enforceability of the remaining terms.
- 8. Waiver.** The Debtor hereby waives presentment, protest, notice of protest, and notice of dishonor.

- 9. Assignment.** The Lender may assign this note in whole or in part to any person without notice to or the consent of the Debtor. Without the prior written consent of the Lender, the Debtor may not assign this note.
- 10. Amendment.** This note may only be amended by a written document signed by each of the parties.
- 11. Enurement.** This note shall inure to the benefit of the Lender and its successors and assigns and be binding upon the Debtor and its successors and assigns.
- 12. Further Assurances.** The Debtor, at its expense and at the Lender's request, shall sign (or cause to be signed) all further documents or do (or cause to be done) all further acts and provide all reasonable assurances as may reasonably be necessary or desirable to give effect to this note.
- 13. Acknowledgment of Receipt.** The Debtor hereby acknowledges receipt of a true copy of this note.
- 14. Jurisdiction.** This promissory note shall be governed by and construed in accordance with the laws of the Province of Saskatchewan and the laws of Canada applicable therein.

IN WITNESS WHEREOF the undersigned has executed this promissory note the 17th day of April 2024.

102056994 SASKATCHEWAN LTD.

Per: 

Name: Scott Longmuir

Title: President

I have the authority to bind the corporation.

PROMISSORY NOTE

PRINCIPAL AMOUNT: \$1,300,000.00

DUE: ON DEMAND

FOR VALUE RECEIVED, 102056994 Saskatchewan Ltd. (the "Debtor") unconditionally and irrevocably promises to pay to or to the order of Buffalo River Development LP, by its general partner, Buffalo River Enterprises Corp. (the "Lender") **ON DEMAND** the principal sum of One Million Three Hundred Thousand Dollars (\$1,300,000.00) in lawful money of Canada (the "Principal"), together with interest as set out below.

- 1. Interest.** Interest will be payable on the Principal outstanding from time to time at the rate of twelve percent (12%) per annum, until the said Principal and interest thereon is paid in full.
- 2. Pre-Payment.** The Debtor will have the privilege of paying all or part of the Principal Sum hereby secured, together with all interest accruing to the date of payment, without notice, bonus, or penalty.
- 3. Application of Payments.** The Lender shall apply any amount paid in satisfaction of any indebtedness under this note first against any accrued and unpaid interest and second against the outstanding Principal.
- 4. Acceleration.** When a default under this note occurs, the full unpaid balance of the Principal and all accrued and unpaid interest will, at the Lender's option, become immediately due and payable.
- 5. Payment of Costs.** The Debtor shall pay all costs (including legal and accounting fees) that it and the Lender incur in connection with the drafting and negotiation of the transactions contemplated by this note, the execution and delivery of this note, and the perfection and enforcement of the Lender's interest under this note, all of which will be paid immediately upon demand and form part of the indebtedness and shall be added to the Principal owing under this note.
- 6. Waiver.** No waiver of any provision of this note shall be binding unless the waiver is in writing and signed by both the Debtor and the Lender. No indulgence or forbearance by the Lender shall constitute a waiver of the Lender's right to insist on performance in full and in a timely manner of all obligations of the Debtor under this note. The Debtor hereby waives presentment for payment, demand, protest, statutory days of grace and notice of any kind in connection with this note and agrees that it is not necessary for the Lender to first bring legal action in order to enforce payment of this note.
- 7. Severability.** The invalidity or unenforceability of any particular term of this note will not affect or limit the validity or enforceability of the remaining terms.
- 8. Waiver.** The Debtor hereby waives presentment, protest, notice of protest, and notice of dishonor.

- 9. Assignment.** The Lender may assign this note in whole or in part to any person without notice to or the consent of the Debtor. Without the prior written consent of the Lender, the Debtor may not assign this note.
- 10. Amendment.** This note may only be amended by a written document signed by each of the parties.
- 11. Enurement.** This note shall inure to the benefit of the Lender and its successors and assigns and be binding upon the Debtor and its successors and assigns.
- 12. Further Assurances.** The Debtor, at its expense and at the Lender's request, shall sign (or cause to be signed) all further documents or do (or cause to be done) all further acts and provide all reasonable assurances as may reasonably be necessary or desirable to give effect to this note.
- 13. Acknowledgment of Receipt.** The Debtor hereby acknowledges receipt of a true copy of this note.
- 14. Jurisdiction.** This promissory note shall be governed by and construed in accordance with the laws of the Province of Saskatchewan and the laws of Canada applicable therein.

IN WITNESS WHEREOF the undersigned has executed this promissory note the 9th day of May 2024.

102056994 SASKATCHEWAN LTD.

Per: 

Name: Scott Longmuir

Title: President

I have the authority to bind the corporation

This is Exhibit 'I' referred to in the Affidavit of
Tyrone Rutzki sworn before me this 4th
day of September, 2025.



PAUL E. FEDOROFF

Being a Solicitor in the Province of Saskatchewan

LOAN AGREEMENT

THIS AGREEMENT (this "**Agreement**") is made as of the 8th day of March 2024, between 102056994 Saskatchewan Ltd. (the "**Corporation**") and Buffalo River Development LP, by its general partner, Buffalo River Enterprises Corp. (the "**Lender**").

WHEREAS the Corporation wishes to borrow moneys from the Lender;

AND WHEREAS the indebtedness is to be secured by the Mortgaged Property and the Security Agreement (as defined in this Agreement);

NOW THEREFORE IN CONSIDERATION of the covenants and agreements herein contained and for other good and valuable consideration (the receipt and adequacy whereof are hereby acknowledged) the parties hereto agree as follows:

ARTICLE 1 **INTERPRETATION**

1.01. Definitions.

For the purposes of this Agreement and where the context does not otherwise require, the following terms shall have the following meanings:

(a) "**Advance**" means the advance of funds in the amount of five hundred thousand dollars (\$500,000.00) made by the Lender to the Corporation pursuant to the terms and conditions of this Agreement.

(b) "**Affiliate**" means any person who, directly or indirectly through other corporations, firms, or trusts, has any interest in any of the outstanding shares of the Corporation or any Subsidiary of the Corporation and any firm or corporation controlled, directly or indirectly through other corporations, firms, or trusts, by any such person;

(c) "**accountants**" means the chartered professional accountant or firm of chartered professional accountants duly engaged as accountants of the Corporation;

(d) "**Corporation**" means 102056994 Saskatchewan Ltd.;

(e) "**Business**" means the business carried on by the Corporation;

(f) "**control**" in relation to a corporation or analogous entity means the ownership of, or control or direction over, a sufficient number of voting shares or similar instruments or rights of such corporation or other entity which would, if voted, entitle the holder thereof to elect a majority of the directors or analogous persons of such corporation or other entity;

(g) "**Counsel**" and "**counsel**" means a barrister or solicitor or firm of barristers and solicitors (who may be counsel for the Corporation) acceptable to the Lender;

(h) "Event of Default" means an event of default described in Section 7.01 hereof;

(i) "Indebtedness" means all principal, interest, interest on overdue interest, and premium, if any, payable pursuant to the provisions of this Agreement and all other moneys for the time being and from time to time owing pursuant to the provisions hereof;

(j) "Lender" means Buffalo River Development LP, by its general partner, Buffalo River Enterprises Corp.;

(k) "Mortgage" means a mortgage, in form and substance satisfactory to the Lender, pursuant to which the Corporation shall grant to the Lender a fixed and specific charge on the Real Property currently owned by it or hereafter acquired by it as security for its obligations under this Agreement;

(l) "Mortgaged Property" means and includes all assets of the Corporation or any other person liable by way of guarantee or otherwise in respect of the Indebtedness, currently owned or acquired subsequent to the date hereof, which are, pursuant to the provisions of the Security, made subject to a security interest, mortgage, charge or other encumbrance to secure the obligations of the Corporation hereunder and the obligations of such other person;

(n) "Permitted Encumbrances" in respect of any property means any one or more of the following:

(i) liens for taxes, assessments or governmental charges or levies not yet due and delinquent, or the validity of which is being contested at the time by the owner of such property in good faith by proper legal proceedings and in respect of which either,

(A) security which is adequate in the opinion of the Lender has been provided to the Lender to ensure the payment of such taxes, assessments, or charges, or

(B) the Lender is of the opinion that such liens are not materially prejudicial to the Security;

(ii) the lien of any judgment rendered, or claim filed against the owner of such property (save and except for mechanics' or construction liens) which the owner of such property shall be contesting in good faith by proper legal proceedings and in respect of which either,

(A) security which is adequate in the opinion of the Lender has been provided to the Lender to ensure the payment of such judgment or claim, or

(B) the Lender is of the opinion that such liens are not materially prejudicial to the Security;

(iii) undetermined or inchoate liens and charges incidental to current operations which have not yet been filed pursuant to law against the owner of such property or which relate to obligations not yet due or delinquent;

(iv) restrictions, easements, rights of way, servitudes or other similar rights in land (including, without restriction, rights of way and servitudes for railways, sewers, drains, gas and oil pipelines, gas and water mains, electric light and power and telephone or telegraph or cable television conduits, poles, wires and cables) granted to or reserved by other persons which individually or in the aggregate do not materially impair the usefulness, in the operation of the business of the owner of such property, of the property subject to such restrictions, easements, rights of way, servitudes or other similar rights in land granted to or reserved by other persons, or which do not either individually or in the aggregate materially detract from the value of the property concerned;

(v) the right reserved to or vested in any municipality or governmental or other public authority by the terms of any lease, license, franchise, grant, or permit acquired by the owner of such property or by any statutory provision, to terminate any such lease, license, franchise, grant, or permit, or to require annual or other payments as a condition of the continuance thereof;

(vi) security given to a public utility or any municipality or governmental or other public authority when required by such utility or other authority in connection with the operations of the owner of such property all in the ordinary course of its business;

(vii) the reservations, limitations, provisos, and conditions, if any, expressed in any original grants of land which do not materially detract from the value of the property concerned or materially impair its use in the operation of the business of the owner of such property;

(viii) title defects or irregularities which are of a minor nature and in the aggregate will not materially impair the use of the property for the purposes for which it is held by the owner of such property and will not materially detract from the value of the property concerned;

(ix) the Security; and

(x) those security interests, liens, and encumbrances granted by the Corporation, and existing prior to the date first written above, in favour of the Bank of Montreal;

provided that nothing in this definition or in this Agreement shall (A) be construed as evidencing an intention or agreement on the part of the Lender

that the security created by the Security, or the Indebtedness secured by the Security be or have been subordinated to any such Permitted Encumbrance, or (B) cause any such subordination to occur;

(o) "person" means any individual, partnership, trust, firm, corporation, or other legal entity;

(p) "Purchase Money Mortgage" means any mortgage, hypothec, charge, security interest, vendor's privilege, vendor's lien or other encumbrance given, whether or not to the transferor, assumed or arising by operation of law after the date hereof to provide or secure payment of, or to provide the obligor with funds to pay the whole or any part of, the consideration for the acquisition of property, where the principal amount of, or secured by, such mortgage, hypothec, charge, security interest, vendor's privilege, vendor's lien or other encumbrance,

(i) is not in excess of _% of the cost to the obligor of any of the property encumbered thereby, and

(ii) is secured only by the property being acquired by the obligor and includes the renewal, extension or refunding of any such mortgage, hypothec, charge, pledge, lien, or encumbrance and of the Indebtedness represented thereby upon the same property provided that the indebtedness secured thereby, and the security therefor are not increased thereby;

(q) "Real Property" means the lands and premises currently owned or hereafter acquired by the Corporation and any other lands and premises which may become part of the Mortgaged Property;

(r) "Security Agreement" means a security agreement in form and substance satisfactory to the Lender, under which the Corporation shall grant to the Lender a security interest in the shares the Corporation holds in Threeosix Industrial Services Inc., as security for its obligations under this Agreement;

(s) "Security" means the security upon the Mortgaged Property constituted by the Mortgage and Security Agreement or by any other instrument or agreement which purports to secure the Indebtedness and the obligations of the Corporation hereunder or of any other person who is liable in respect of the Indebtedness;

(t) "Subsidiary" means any corporation, company or other entity which is controlled by the corporation in respect of which such term is being used and includes any corporation or company or other entity in like relation to a Subsidiary;

(u) "this Agreement", "hereto", "herein", "hereof", "hereby", "hereunder", and similar expressions refer to this Agreement and not to any particular paragraph or other portion hereof, and include any and every instrument supplemental or ancillary hereto or in implementation hereof; and

(v) "voting shares" means any shares of a corporation of any class which have the right to vote for the election of directors under all circumstances or under circumstances which have occurred and are continuing.

1.02. Plurality and gender, etc.

Words importing the singular number shall include the plural and vice versa, and words importing the masculine gender shall include the feminine gender and neuter gender.

1.03. Headings.

The headings of the articles, paragraphs and sections hereof are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.04. Applicable law.

This Agreement shall be construed in accordance with the laws of the Province of Saskatchewan and the laws of Canada applicable therein. The parties hereto hereby submit and attorn to the exclusive jurisdiction of the courts of the province of Saskatchewan in relation to all matters relating or stemming from this Agreement.

1.05. Accounting terms.

All accounting terms used herein shall, unless the context otherwise requires, or unless specifically defined herein, have the meanings attributed thereto in accordance with generally accepted accounting principles which are approved by the Chartered Professional Accountants of Canada as set forth in the publication known as the "CPA Handbook".

1.06. Currency.

Unless otherwise indicated, all dollar amounts referred to in this Agreement are in lawful money of Canada.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES

2.01. Representations and warranties.

(1) Except as otherwise disclosed herein the Corporation hereby represents and warrants to the Lender and acknowledges that the Lender is relying on such representations and warranties in entering into this Agreement and in making the Advance to the Corporation, as follows:

(a) Status of corporation—The Corporation is a valid and subsisting corporation under the laws of its jurisdiction of incorporation and has full capacity and power to carry on its business and further has the power and is duly authorized to enter into, execute and deliver this Agreement and the Mortgage and Security Agreement. The Corporation

has the capacity to own and lease real property in the jurisdiction in which the Real Property is located.

(b) Violation of other instruments and authorization—

(i) The entering into of this Agreement, the Mortgage and Security Agreement by the Corporation do not conflict and will not conflict with, and do not result and will not result in a breach of, the articles and certificate of incorporation or the by-laws of the Corporation or any of the covenants contained in any agreement to which the Corporation is a party or by which the Corporation is bound or to which any of its property is subject.

(ii) All corporate steps and proceedings necessary to authorize the entering into of this Agreement, the Mortgage and Security Agreement, and all other security for the indebtedness have been duly taken or held.

(c) Location, ownership, and description of assets—

(i) All of the Mortgaged Property is situate in the City of Saskatoon, in the Province of Saskatchewan.

(ii) The Security Agreement contains a description of all of the shares in Threeosix Industrial Services Inc.; the Corporation owns all right, title, and interest in such shares free and clear of all assignments, liens, charges and encumbrances save and except for Permitted Encumbrances.

(iii) There are no private deed restrictions or other agreements affecting the Real Property other than Permitted Encumbrances.

(d) Subsidiaries—The Corporation does not have any Subsidiaries other than Threeosix Industrial Services Inc.

(e) Financial information—All financial statements and other financial information relating to the Corporation provided to the Lender are true and correct in all material respects as at the dates and for the periods to which such financial statements relate and such financial statements and information have been prepared in accordance with generally accepted accounting principles (except as specifically noted therein) and fairly present the financial position of the Corporation as at such dates and the results of its operations for such periods.

(f) Material changes—Since the effective dates of the financial statements and information referred to in paragraph (e) above, there has been no material adverse change, financial or otherwise, in the position of the Corporation or its assets, liabilities (contingent or otherwise), business or operations and since such date the Corporation has not entered into any transaction of a material nature which has not been disclosed to the Lender.

(g) **Mechanics', construction, and builders' liens**—The Corporation has not received any notices of any [mechanics' liens/construction liens/builders' liens] in respect of the Real Property. There has not been during the [number of days] days preceding the execution of this Agreement any construction, renovations or improvements carried on at the Real Property and no plans, specifications, working drawings or similar documents have been prepared in connection therewith.

(h) **Use of Advance**—The Advance will be used only specifically described in Schedule "A" hereto.

(i) **Compliance with laws**—The Corporation is not in breach of any by-laws, laws, statutes, regulations, rules or orders of any government or agency thereof relating in any way to the Mortgaged Property owned by it or the operations of its business the result of which would materially impair its ability to carry on its business or materially affect the value of its assets.

(j) **Taxes and rates**—All taxes due and owing on the Real Property described in the Mortgage, including realty and business taxes and local improvement rates, have been paid in full.

(k) **Judgments, executions and lawsuits**—There are no judgments or executions against the Corporation and there are none affecting the Mortgaged Property, nor are there any actions, suits or proceedings pending or affecting or threatened against the Corporation at law or in equity, and the Corporation is not aware of any existing ground on which any such action, suit or proceeding might be commenced against it with any reasonable likelihood of success.

(l) **Insolvency proceedings**—The Corporation has not made any assignment for the benefit of its creditors nor has any order been made against it under the provisions of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3 or the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36 or similar laws of any other jurisdiction, nor has any petition for such an order been served upon it nor has it attempted to take the benefit of any other legislation with respect to financially distressed debtors.

(m) **Expropriation and work orders**—No part of the Real Property has been condemned, taken, or expropriated by any competent authority and no alteration, repair, improvement, or other work has been ordered or directed to be done or performed to or in respect of such property by any competent authority.

(n) **Unrecorded title defects**—There are no liens, easements, charges, encroachments, rights of way, mortgages, work orders, licenses, concession agreements, leases or tenancies affecting the Real Property except as disclosed by the registered title, save and except for Permitted Encumbrances.

(o) **Utility arrears**—There is nothing owing in respect of the Real Property to any municipality or to any corporation or commission owning or operating a public utility for water, gas, electrical power or energy, steam or hot water or for the use thereof or

for the fittings, machines, apparatus, meters or other things leased in respect thereof or for any work or service performed for any such corporation or commission in connection with such public utilities, except current charges.

(p) **Material changes in value of assets**—Save as disclosed to the Lender in writing no event has occurred or is occurring, including, without limiting the generality of the foregoing, pending or threatened litigation, proceedings or governmental investigations, zoning changes, disputes as to title or damage or destruction which might materially and adversely affect the value of land, buildings, machinery and equipment which are subject to the Security.

(q) **Location of buildings**—The buildings on the Real Property are located entirely within the limits of the Real Property.

(r) **Operation of business**—All business operations being conducted from the Real Property are being conducted in compliance in all material respects with all laws, regulations, and orders, governmental and otherwise, relating to such operations. The uses to which the premises of the Corporation are being put are in compliance with all applicable zoning restrictions and other applicable government regulations and orders.

(s) **Ownership of real property**—The Corporation does not own any real property other than the Real Property described in the Mortgage.

(t) **Pension plans fully funded**—All pension plans maintained by the Corporation for its employees are fully funded in accordance with the provisions of such pension plans and all applicable rules and regulations relating thereto.

(u) **Environmental protection**—

(i) The business of the Corporation is being carried on in compliance with all material respects with all applicable federal, provincial, municipal or other environmental health and safety statutes, by-laws, regulations and orders.

(ii) The Corporation has not filed any notice with any governmental authority which discloses any current or past non-compliance with any such statutes, regulations, by-laws, or orders or which discloses any past or present releases of hazardous or toxic materials, substances or wastes into the environment.

(iii) There are no ongoing investigations or proceedings with respect to any violation of any such statutes, by-laws, regulations or orders nor is the Corporation aware of any grounds upon which any such investigation or proceeding might be commenced.

(iv) The Corporation does not generate, transport, treat, store, or dispose of any toxic or hazardous materials, substances or wastes except as previously disclosed to the Lender in writing.

(v) To the best of the Corporation's knowledge after due inquiry and investigation no hazardous or toxic materials, wastes or substances have been placed by it or any of its predecessors on any portion of the Real Property and there are no underground storage tanks located on any of the Real Property except as disclosed previously to the Lender in writing.

(vi) The Corporation is not aware of any contingent liability which it may have in connection with any laws or regulations relating to hazardous or toxic materials, substances or wastes or any other contingent liability in respect of the production, storage, treatment, or disposal of any hazardous or toxic materials, wastes, or substances.

(v) Agents' fees—The Corporation has not paid, or become bound to pay, any fees, commissions, or other amounts to any person, in connection with the transactions contemplated hereby.

(2) The foregoing representations and warranties shall be regarded for all purposes as having been made on each date on which the Lender advances funds pursuant to Section 3.01 hereof and shall survive each advance of funds pursuant to Section 3.01 hereof and shall continue in full force and effect for the benefit of the Lender.

ARTICLE 3 **ADVANCE OF FUNDS**

3.01. Advance.

Upon satisfaction of all the terms and conditions set out herein, including the execution and delivered of the Security by the Corporation to the Lender, the Lender shall advance or otherwise make available the loans provided for therein to the Corporation.

3.02. Use of proceeds.

The Corporation shall use the proceeds of the Advance made by the Lender pursuant to this Agreement solely to pay such persons as indicated in in Schedule "A" hereto.

ARTICLE 4 **AMOUNT AND PAYMENT OF INDEBTEDNESS**

4.01. Indebtedness.

(1) The principal amount of the Advance under this Agreement shall not at any time exceed \$500,000.00.

(2) The Advance made under this Agreement, from and after the date hereof, shall be evidenced by a promissory note signed by the Corporation, in such form and with such content as to the satisfaction of the Lender, which the Corporation covenants and agrees to execute

and deliver to the Lender prior to or in conjunction with the delivery of the Advance to the Corporation by the Lender.

4.02. Principal and Interest Payments.

(1) Principal payments—The aggregate principal amount of the Advance from time to time outstanding shall become due and payable in consecutive such instalments or otherwise upon the written demand of the Lender.

(2) Interest rate—

(a) The principal amount of the Advance from time to time outstanding shall bear interest calculated monthly in arrears at a rate of interest per annum equal to twelve percent (12%) per annum.

(b) Interest shall accrue and be payable before and after default, before and after maturity, and before and after judgment, with overdue interest to bear interest at the rate in effect pursuant hereto.

(3) Payment in Canadian currency—The principal amount of the Advance and interest thereon and all other sums which may be payable thereon, whether at maturity or otherwise, shall be payable in lawful money of Canada.

4.03. Place and manner of payment.

Prior to each date on which principal, interest or other amounts become due on the Advance issued hereunder (and in sufficient time to ensure its receipt by the due date of any such payment), the Corporation shall either wire to an account designated by the Lender or cause to be delivered to the Lender a bank draft in an amount equal to the aggregate of such principal, interest or other amounts. The receipt of such funds shall satisfy and discharge the liability for the principal and interest to the extent of the sums represented thereby. Notwithstanding anything herein provided to the contrary, any funds received after 3:00 p.m. in the City of Saskatoon, in the Province of Saskatchewan, on any day shall be deemed to have been received on the next succeeding business day.

ARTICLE 5
GENERAL COVENANTS

5.01. Covenants.

The Corporation hereby covenants and agrees with the Lender that so long as any of the Indebtedness remains unpaid:

(a) To pay Indebtedness—The Corporation will well, duly, and punctually pay or cause to be paid to the Lender the Indebtedness at the dates and places, in the currencies and in the manner mentioned herein.

(b) To maintain existence—The Corporation will at all times maintain its corporate existence.

(c) To carry on the Business—The Corporation will carry on its business in a proper and efficient manner, and will keep or cause to be kept proper books of account and make or cause to be made therein true and faithful entries of all material dealings and transactions in relation to its business and will make available or cause to be made available such books of account for inspection by the Lender and its representatives during normal business hours.

(d) To pay taxes—The Corporation will pay or cause to be paid all taxes, rates, government fees and dues levied, assessed or imposed upon it and upon its property or any part thereof, as and when the same become due and payable, save and except when and so long as the validity of any such taxes, rates, fees, dues, levies, assessments or imposts is in good faith by proper legal proceedings contested by it in which event it shall satisfy the Lender and if requested by the Lender furnish security satisfactory to the Lender that such contestation will involve no forfeiture of any of its property and will duly observe and conform to all valid and material requirements of any governmental authority relative to any of its property and all covenants, terms and conditions upon or under which such property is held provided, however, that nothing herein contained shall require it to observe any such requirements so long as it shall, in good faith, be contesting its obligation to observe such requirements.

(e) To perform obligations and to renew—The Corporation will from time to time punctually observe and perform all material obligations and pay and discharge all amounts payable under or by virtue of, and defend, and ensure the enforceability of any exclusive rights to, any patent, trademark, lease, license, concession, franchise or right held by it so long as the same is of commercial value to it and during such time will not suffer or permit any default for which any of the same may be terminated so that its interest therein may at all times be preserved as unimpaired; provided, however, that nothing herein contained shall require the Corporation to make any such payments so long as it shall in good faith contest its liability therefor.

(f) Not to commit waste or remove plant, machinery and equipment—The Corporation shall not remove or destroy any of its buildings, machinery or any structure whatsoever comprised in the Mortgaged Property or the plant, machinery, or fixtures attached or appertaining thereto or otherwise forming part of the Mortgaged Property except for any removal from one part of the Real Property to another and except as otherwise permitted hereby.

(g) To repair—The Corporation will, at all times, repair and keep in repair and good order and condition, or cause to be so repaired and kept in repair and good order and condition, all buildings, erections, machinery, plant and equipment used in or in connection with its business which are necessary for efficient operation up to a modern standard of usage, and renew and replace or cause to be renewed and replaced all and any of the same which may become worn, dilapidated, unserviceable, inconvenient, obsolete or destroyed, even by a fortuitous event, fire or other cause,

and which are necessary for efficient operation, and, at all reasonable times during normal business hours allow the Lender or its duly authorized agent access to the Mortgaged Property in order to view the state and condition of the same.

(h) To insure—

(i) Property cover—The Corporation will insure at its own expense the Mortgaged Property at all times during the term hereof to an amount equal to the replacement value thereof with a company or companies that are nationally known in Canada or are approved by the Lender, against loss or damage by fire, lightning, explosion, windstorm, aircraft or vehicles or other insurable hazards which are now or may hereafter from time to time be insured against by the terms of a standard fire extended coverage insurance or additional perils supplemental contract of insurance including, if applicable, boiler and pressure vessel insurance against loss or damage to property of a class or kind similar to the Mortgaged Property. The Lender shall be named as loss payee, as mortgagee, as its interest may appear, in all such insurance contracts effected by the Corporation which shall have attached a mortgage clause in a form approved by the Insurance Bureau of Canada or otherwise acceptable to the Lender. The Corporation shall also maintain such other insurance policies as the Lender shall require in connection with the Corporation and its business including, without restriction, business interruption insurance and liability insurance.

(ii) Renewal receipt—The Corporation shall, [number of days] days prior to the expiry of any insurance policy required hereby, deliver, or cause to be delivered to the Lender a renewal receipt, binder, or new policy, or otherwise satisfy the Lender that such insurance has been renewed.

(iii) Application of proceeds—The Corporation shall cause the insurance money in respect of loss of or damage to buildings, structures, plant, machinery and equipment under all policies required hereunder to be made payable to the Lender as mortgagee, as its interest may appear, and shall otherwise deal with such policies in such manner as to enable any insurance money payable thereunder to be collected by the Lender who may elect to have such insurance money applied in reinstatement or in repayment of the indebtedness whether then due or not. The Corporation shall from time to time, do, sign, execute or endorse all transfers, assignments, cheques, loss claims, receipts, writings and things necessary or desirable for the purposes aforesaid; and for such purposes the Corporation hereby irrevocably appoints the Lender its attorney to do, sign, execute and endorse such transfers, assignments, cheques, loss claims, receipts, writings and things in the name of the Corporation and on its behalf as the Lender may deem necessary or advisable.

(i) Compliance with laws—The Corporation shall carry on its business in compliance with all applicable laws, regulations, by-laws, and orders including, without limitation, all laws relating to environment protection, the maintenance and disposal of

hazardous materials and wastes, land use and occupational safety and health. The Corporation shall give notice to the Lender of any notice renewed by it of any violation of such laws, regulations, by-laws, or orders of any impending or threatened investigations or proceedings in connection therewith or of any proceedings commenced or threatened by any other person in connection with environmental, health or safety matters.

(j) Further assurances—At any and all times the Corporation will, at its expense, do, execute, acknowledge and deliver or will cause to be done, executed, acknowledged and delivered all and every such further acts, deeds, conveyances, mortgages, security agreements or instruments, transfers and assurances as the Lender shall reasonably require, for the purpose of giving to the Lender, and preserving in favour of the Lender, a valid mortgage, hypothec, charge or security interest of the nature specified herein or in the Mortgage and Security Agreement, upon all the property intended to be covered thereby, and for the better assuring, conveying, mortgaging, hypothecating, assigning, confirming, pledging, charging, ceding and transferring unto the Lender all and singular the hereditaments and premises, estates and property thereby mortgaged, hypothecated, pledged and charged, or ceded and transferred, or intended so to be or which it may hereafter become bound to mortgage, hypothecate, pledge or charge, or cede and transfer, in favour of the Lender. In particular, without restriction, the Corporation will, upon request by the Lender, deliver a debenture containing a floating charge and mortgage on all real property hereafter acquired by the Corporation and, upon the acquisition by the Corporation of any real property, a mortgage containing a specific charge on such real property subject only to Permitted Encumbrances and Purchase Money Mortgages.

(k) To register—The Corporation will co-operate at its expense to the extent necessary to register the Security without delay at every office where the registration or recording thereof may, in the opinion of counsel to the Lender, be of material advantage in preserving and protecting the Security, and to register any renewals thereof.

(l) Expenses of Lender—The Corporation shall pay all reasonable costs, charges, and expenses (including legal fees and disbursements) of or incurred by the Lender in connection with this Agreement, the Security and all ancillary documents including the enforcement hereof and of the Security.

5.02. Lender entitled to perform covenants.

If the Corporation shall fail to perform any covenant on its part herein contained, the Lender may, in its discretion, perform any such covenant capable of being performed by it and, if any such covenant requires the payment or expenditure of money, the Lender may make payments or expenditures with its own funds, or with money borrowed by or advanced to it for such purposes, but shall be under no obligation so to do; and all sums so expended or advanced shall be at once payable by the Corporation on demand and shall bear interest at the rate from time to time in effect pursuant to subsection 4.03(2) hereof until paid, and shall be payable out of any funds coming into the possession of the Lender in priority to the Indebtedness but no such performance or payment shall be deemed to relieve the Corporation

from any default hereunder nor shall the right of the Lender under this subsection impose any obligation upon the Lender to perform any covenant of the Corporation.

ARTICLE 6
SPECIAL COVENANTS

6.01. Covenants.

The Corporation hereby covenants and agrees with the Lender that so long as any of the Indebtedness remains unpaid:

(a) **Delivery of Security**—The Corporation shall deliver to the Lender the Mortgage and the Security Agreement in each case accompanied by opinions of counsel, in form and substance satisfactory to the Lender, as to the due authorization, execution, delivery and enforceability of such documents and as to their due registration and priority.

(b) **Not to permit encumbrances**—The Corporation shall not create or permit to exist any security interest, mortgage, hypothec, charge, pledge, lien or encumbrance upon its fixed assets included in the Mortgaged Property ranking, purporting to rank or capable of ranking in priority to or pari passu with the charges and security interests contained in the Security; provided that the foregoing shall not apply to prevent, and there shall be permitted:

(i) Security given upon either or both of trade accounts receivable (excluding proceeds of insurance policies, other than in respect of loss or damage to inventory or in respect of collectability of receivables, and proceeds of sale of assets of such a character that they would not normally be regarded as current assets) and inventory to banks to secure indebtedness incurred by the Corporation in the ordinary course of business for working capital purposes payable on demand or within [number of months] months after the date of creation thereof where such banks have entered into an agreement in form and substance acceptable to the Lender, limiting the prior claims of such banks to such prior claims as are permitted hereby;

(ii) Permitted Encumbrances; and

(iii) Purchase Money Mortgages and Lease Obligations (as hereinafter defined) existing as of the date hereof or entered into after the date hereof under which the Corporation is the primary obligor.

(c) **To file financial statements and certificate of no default**—The Corporation will provide to the Lender,

(i) within thirty (30) days after the end of each financial year of the Corporation:

(A) a balance sheet of the Corporation prepared in accordance with generally accepted accounting principles applied on a consistent basis

as at the end of such year, certified as such by the Chief Financial Officer and the Chief Operating Officer of the Corporation,

(B) statements of income and retained earnings and changes in financial position of the Corporation prepared in accordance with generally accepted accounting principles applied on a consistent basis as at the end of such year certified as such by the Chief Operating Officer and the Chief Financial Officer of the Corporation, and

(C) a report on such annual balance sheets and statements of the auditors of the Corporation containing no reservation of opinion except as contemplated hereby;

(ii) within thirty (30) days after the end of each financial year of the Corporation:

(A) a certificate of the auditors stating:

(I) that they are familiar with the covenants and provisions contained in Section 5.01 and Section 6.01 hereof,

(II) that no breach of such covenants and no Event of Default as defined in Section 7.01 hereof and no event which with the passage of time or the giving of notice would constitute an Event of Default which has occurred and is continuing at the date of such certificate has come to their attention in the course of their review of the records of the Corporation except as set forth in such certificate, and

(III) the amount of Corporate Distributions paid during the year to which such certificate relates;

(B) a certificate signed by the Chief Operating Officer and the Chief Financial Officer of the Corporation setting out to the best of their knowledge, information, and belief after making due inquiry,

(I) that the Corporation is not as at the date of such certificate in breach of any of the covenants contained herein or, if that is not the case, the particulars of such breaches of covenant and that there is no existing Event of Default or event which, with the giving of notice or the passage of time, would constitute an Event of Default at such time except as set out in such certificate,

(II) each jurisdiction in which business is being conducted by the Corporation as at the date of such certificate and the book value of assets (excluding accounts receivable) situate in each such jurisdiction,

(III) the amount of Current Assets, Current Liabilities, Funded Obligations and Equity as at the end of each such financial year and, in each case, the basis of calculation thereof,

(IV) that the financial statements for such financial year delivered to the Lender are true and correct;

(iii) within thirty (30) days after the end of each quarter of each financial year of the Corporation:

(A) financial statements of the Corporation for such quarter in the form prepared by management for its own use which shall contain a budget to actual comparison, and

(B) a certificate signed by the Chief Operating Officer and the Chief Financial Officer of the Corporation setting out to the best of their knowledge, information and belief, after making due inquiry, that the Corporation is not as at the date of such certificate in breach of any of the covenants contained herein or, if that is not the case, the particulars of such breaches of covenant and that there is no existing Event of Default or event which, with the giving of notice or the passage of time, would constitute an Event of Default at such time, except as set out in such certificate;

(iv) at least [number of days] days subsequent to the end of each financial year of the Corporation a budget for the next ensuing financial year of the Corporation which shall contain projected financial statements, cash flow projections and a schedule of planned capital expenditures for such next ensuing financial year;

(v) within [number of days] days of the receipt thereof, a copy of any letter or report delivered by the auditors to management of the Corporation in connection with any annual or interim audit of the Corporation; and

(vi) such other information that may be reasonably requested by the Lender including reports and opinions dealing with environmental protection.

(d) Not to sell assets or enter into amalgamations and mergers—The Corporation shall not:

(i) sell, lease, or otherwise transfer the undertaking, property, and assets of any of its operating divisions as an entirety or substantially as an entirety in one or more transactions, or, sell, lease, or otherwise dispose of its undertaking, property, and assets as an entirety or substantially as an entirety in one or more transactions;

(ii) sell, lease, or dispose of any property included in the Mortgaged Property except as permitted hereby or by the Security Agreement provided that the Corporation and its Subsidiaries may sell or otherwise dispose of any such property in the ordinary course of business; or

(iii) amalgamate or merge with any other corporation or effect any corporate reorganization;

without the prior written consent of the Lender.

(e) Not to change name—The Corporation shall not change its name except to a name of which the Lender has been given written notice not less than [number of days] days prior to the date upon which its name is to be changed.

(f) Restriction on sale leasebacks, etc.—The Corporation shall not sell, assign, or dispose of any property contained in the Mortgaged Property in any transaction or series of transactions which will conclude with a reacquisition by the Corporation or an Affiliate of the same or similar property:

(i) subject to any encumbrance to which such property was not theretofore subject; or

(ii) pursuant to a security agreement or conditional sale agreement or a title retention agreement including a Lease Obligation.

(g) Restriction on Corporate Distributions—The Corporation shall not:

(i) become obligated in respect of or pay any Corporate Distribution, or

(ii) guarantee or otherwise become liable for the indebtedness or obligations of any of its Affiliates, or

(iii) make any loan or cash advance to, or acquire any shares or debt obligations of, or acquire any assets from, any of its Affiliates other than assets or services acquired on ordinary trade terms in the ordinary course of business, at any time

(iv) when it is in breach of any of its covenants contained in Articles 5 and 6 hereof, or

(v) if after giving effect thereto it would be in breach of any of such covenants, or

(vi) if there is any existing Event of Default or event which, with the giving of notice or passage of time, would constitute an Event of Default, or

(vii) [any other applicable restrictions].

(h) Maintenance of working capital—The Corporation will not at any time permit Current Assets to be less than _% of Current Liabilities.

(i) Maintenance of debt-to-equity ratio—The Corporation will not at any time permit Funded Obligations to be greater than _% of Equity.

(j) Continuity of the business—The Business shall at all times be the only business of the Corporation.

(l) Not to undertake leases—The Corporation will not, without the prior written consent of the Lender, enter into any lease of premises to it unless the landlord thereunder has entered into a non-disturbance agreement with the Lender in form and substance satisfactory to the Lender.

(m) Not to change fiscal year end or auditors—The Corporation shall not change the end of its fiscal year or its auditors without the prior written consent of the Lender.

(n) To maintain operating line—The Corporation shall, at all times, maintain an operating line of credit with a financial institution in an amount sufficient to meet its working capital requirements.

6.02. Definitions.

For the purpose of this Article 6, the following expressions shall have the following respective meanings:

(a) "Corporate Distribution" means:

(i) any dividend or other distribution on any shares of the Corporation,

(ii) the purchase, redemption, or retirement price of any shares of the Corporation,

(iii) any loan, advance, salary, bonus, consulting fee, management fee, management bonus or other payment made to any director, former director, officer, shareholder, employee, Affiliate or Subsidiary of the Corporation or to any person related by blood, adoption or marriage to any of the foregoing or to any corporation not dealing at arm's length as such term is defined in the Income Tax Act, R.S.C. 1952, c. 148 with any such person, except to the extent that such fees, bonuses or other payments constitute normal remuneration payable to bona fide full-time employees of the Corporation, and

(iv) any payment on account of any principal or interest on any loans or advances owing by the Corporation to any Affiliate;

(b) **"Current Assets"** means the current assets of the Corporation determined in accordance with generally accepted accounting principles applied on a consistent basis;

(c) **"Current Liabilities"** means the current liabilities of the Corporation determined in accordance with generally accepted accounting principles applied on a consistent basis excluding the principal instalment due on the maturity of any Funded Debt of the Corporation;

(d) **"Equity"** means at any time the aggregate of amounts in respect of:

(i) amounts paid up on issued and outstanding shares of all classes,

(ii) contributed surplus,

(iii) retained earnings, and

(iv) the principal amount from time to time outstanding on loans made by the shareholders of the Corporation or by any Affiliate which have been subordinated to the Indebtedness to the satisfaction of the Lender, less:

(v) the aggregate amount of all intangible items including, without limitation, goodwill, trademarks, trademark rights, trade names, trade name rights, copyrights, patents, patent rights, patent licenses, organization expenses, pre-production expenses and unamortized debt discount and expense and share issue expense,

of the Corporation determined in accordance with generally accepted accounting principles applied on a consistent basis;

(e) **"Funded Debt"** means:

(i) all indebtedness which is not payable on demand, and which matures by its terms on, or is renewable at the option of the obligor to, a date more than [number of months] months after the date of incurring or issue thereof including the principal amount of term loans from Canadian chartered banks, and

(ii) the unfunded portion of all benefits under any pension or retirement plan for employees;

(f) **"Funded Obligations"** means the aggregate of:

(i) all Funded Debt incurred, assumed, or guaranteed by the Corporation or upon which the Corporation has otherwise become liable, and

(ii) the aggregate of the present values, discounted at appropriate rates, of all payments under Lease Obligations incurred, assumed, or guaranteed by the Corporation or upon which the Corporation has otherwise become liable, determined in accordance with generally accepted accounting principles applied on a consistent basis but excluding any amount included in Current Liabilities or in Equity; and

(g) "Lease Obligations" means, at any particular time, leases of real or immovable property and of personal or movable property, which in each case are capital leases in accordance with generally accepted accounting principles.

ARTICLE 7

DEFAULT AND ENFORCEMENT

7.01. Events of Default.

Each and every of the following events shall constitute an event of default hereunder (each an "Event of Default"):

(a) if the Corporation makes default in payment of the Indebtedness or any part thereof after the same becomes due under any provision hereof;

(b) if the Corporation shall neglect to carry out or observe any of the covenants or conditions contained in Article 6 hereof;

(c) if the Corporation makes default in the payment of indebtedness owing to the Lender pursuant to the provisions of any other agreement between the Corporation and the Lender and such default shall continue beyond any applicable periods of grace;

(d) if any representation or warranty set out in Article 2 hereof is untrue or inaccurate as of the date as of which it was made, or if any statement of a material fact made in writing by or on behalf of the Corporation to the Lender in connection with this Agreement or any other matter contemplated by this Agreement was untrue or incorrect in any material respect as of the date as of which it was made, or omitted information required to make the statement contained therein not materially misleading in the context in which it was made;

(e) if the Corporation shall neglect to carry out or observe any other covenant or condition herein contained on its part to be observed or performed and, after notice in writing has been given by or on behalf of the Lender to the Corporation specifying such default and requiring that an end be put to the same, the Corporation shall fail to remedy such default within [number of days] days of notification or, in the event that such default cannot reasonably be rectified within [number of days] days (other than by reason of lack of moneys), then within a reasonable time given the particular circumstances, provided that the Corporation is diligently proceeding to remedy such default;

(f) if the Corporation ceases, or threatens to cease carrying on business or an order shall be made, or an effective resolution be passed by the Corporation for the winding-up or liquidation of the Corporation;

(g) if the Corporation shall become insolvent or shall make a bulk sale of its assets, or shall make a general assignment for the benefit of its creditors or shall file a notice of intention to make or shall make a proposal under bankruptcy legislation, or if a bankruptcy petition shall be filed or presented against the Corporation or if a custodian or a sequestrator or a receiver and manager or any other officer with similar powers shall be appointed of the Corporation its properties or any part thereof which is, in the opinion of the Lender, a substantial part thereof;

(h) if any proceedings are commenced in respect of the Corporation under the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, or similar legislation of any other jurisdiction;

(i) if an encumbrancer shall lawfully take possession of the property of the Corporation or any part thereof or if a distress or execution or any similar process be levied or enforced thereagainst;

(j) if the Corporation shall make default in observing or performing any covenant, including any covenant for the payment of money, contained in any deeds or instruments evidencing, or securing indebtedness where such default results in the acceleration of the due date of payment of such indebtedness;

(k) if the Corporation shall make default in observing or performing any covenant contained in any document executed in connection with the Security;

(l) if there shall be expropriated or taken by power of eminent domain the whole or any part of the Mortgaged Property and the Lender is of the opinion that such expropriation or taking is prejudicial to the Security; or

(m) if the Corporation ceases to be controlled by Scott Longmuir (except where the Corporation is controlled by the Lender).

7.02. Acceleration on default.

Upon the occurrence of an Event of Default, the Lender may declare the Indebtedness to be due and payable and the same shall forthwith become immediately due and payable and the Corporation shall forthwith pay to the Lender the Indebtedness together with subsequent interest thereon at the rate from time to time in effect pursuant to the provisions of Article 4 hereof from the date of the said declaration until payment is received by the Lender, such subsequent interest to be payable at the times and places and in the moneys mentioned herein.

7.03. Remedies.

Upon the occurrence of an Event of Default the Lender may proceed to enforce its rights by any action, suit, remedy or proceedings authorized or permitted by law or by equity, may file such proofs of claim and other papers or documents as may be necessary or advisable in order to have its claims lodged in any bankruptcy, winding-up or other judicial proceeding relative to the Corporation and may enforce its rights under the Security.

ARTICLE 8

APPLICATION OF FUNDS ON REALIZATION OF SECURITY

8.01. Application of funds.

Except as otherwise herein provided the moneys arising from any enforcement hereof and of the Security shall be applied as follows:

- (a) firstly, in payment or reimbursement to the Lender of the reasonable expenses, disbursements, and advances of the Lender (including the fees and expenses of any receiver or manager or receiver and manager or similar person appointed in respect of the Corporation or in respect of the Mortgaged Property) incurred or made in connection with the enforcement hereof or of the Security,
- (b) secondly, in payment of the principal of, premium (if any), and accrued and unpaid interest on (and interest thereon) the Advance which shall then be outstanding hereunder and in the case of accrued and unpaid interest, in reverse order of maturity,
- (c) thirdly, to pay the claims of any other person entitled thereto by law, and
- (d) the surplus, if any, shall be paid to the Corporation.

In the event that the proceeds of realization of the Security are insufficient to pay the full amount of the Indebtedness, the Corporation shall remain liable for such deficiency.

ARTICLE 9

NOTICES

9.01. Notices to the Corporation. Any notice to the Corporation shall be valid and effective if delivered to the Corporation or if sent by registered mail, postage prepaid, addressed to the Corporation at:

1201-409 3rd Ave S
Saskatoon, Saskatchewan
S7K 3H2,

with a copy by email to: slongmuir@threeosix.ca.

The Corporation may from time to time notify the Lender of a change in its address or telecopier number or electronic address for all purposes hereof. Notwithstanding the

foregoing, any declaration pursuant to Section 7.02 shall be deemed to have been sufficiently made if made by a paper writing delivered to and left at the address of the registered office of the Corporation according to the records maintained by the competent governmental authority in its jurisdiction of incorporation.

9.02 Notice to the Lender.

Any notice to the Lender shall be valid and effective if delivered to the Lender or if sent by registered mail, postage prepaid, addressed to the Lender at:
Attention:

201-728 Spadina Cr E
Saskatoon, Saskatchewan
S7K 3H2

with a copy by email to: bradd@brdlp.ca,

and with a copy by email (which shall not constitute notice) to: jeff@burgesslawsk.com.

The Lender may from time to time notify the Corporation of a change in its address or telecopier number for all purposes hereof.

9.03 Deemed receipt.

Any notice given by mail shall be deemed to have been received given on the fifth business day following the date of mailing unless delivery by mail is likely to be delayed by strike or slowdown of postal workers, in which event it shall be delivered by hand or transmitted by telecopier. Any notice which is delivered by hand shall be deemed to have been received on the date of such delivery if such date is a business day and such delivery was made during normal business hours; otherwise, it shall be deemed to have been received on the business day next following such date of delivery. Any notice which is delivered by telecopier shall be deemed to have been received on the date of transmission if such date is a business day and such transmission was made during normal business hours; otherwise, it shall be deemed to have been received on the business day next following such date of transmission.

ARTICLE 10 MISCELLANEOUS

10.01. Discrepancies with Security.

If there should be any conflict between the provisions hereof and the provisions of a document included in the Security, the provisions hereof shall govern.

10.02. Entire Agreement.

This Agreement and the agreements and securities referred to in this Agreement and delivered pursuant to this Agreement constitute the entire agreement between the Borrower

and the Lender, and supersede any prior agreements, undertakings, declarations, representations, and understandings, both written and verbal, in respect of the subject-matter of this Agreement.

10.03. Enurement.

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

10.04. Assignment.

This Agreement may not be assigned by the Corporation, but may be assigned by the Lender, in which event the Corporation shall attorn in all respects to such assignment and the assignee or assignees thereof.

10.05. Severability.

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

10.06. Survival.

All provisions of this Agreement which expressly or by their nature survive the termination of this Agreement shall continue in full force and effect after any termination of this Agreement.

10.07. Time of the Essence.

Time shall be of this essence in this Agreement.

10.08. Severability.

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

10.09. Rights Cumulative.

Unless otherwise expressly provided in this Agreement, each Party's rights and remedies specified in this Agreement are cumulative and are not exclusive of any other rights or remedies that a Party has otherwise.

10.10. Waiver.

Failure by either Party to exercise any of its rights, powers, or remedies hereunder or its delay to do so shall not constitute a waiver of those rights, powers, or remedies. No Party shall be

deemed to have waived the exercise of any right, power, or remedy unless such waiver is made in writing.

10.11. Further Assurances.

Each Party shall execute any further agreement or document as is reasonably required by the other Party or contemplated by this Agreement, to permit full compliance with this Agreement.

10.12. Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which collectively will constitute one and the same agreement.

10.13. Execution and Delivery.

Each of the parties to this Agreement will be entitled to rely on the execution and delivery of a facsimile or electronic copy (such as portable document format (PDF), DocuSign, or other agreed upon electronic means) of this Agreement and receipt by each party of any such copy will be legally effective to create a valid and binding Agreement between the parties to this Agreement in accordance with its terms.

[Signature Page To Loan Agreement To Follow]

IN WITNESS WHEREOF the parties hereto have executed these presents under the hands of their proper officers on their behalf as of the date first written above.

102056994 SASKATCHEWAN LTD.

Per: 

Name: Scott Longmuir

Title: President

I have the authority to bind the corporation.

BUFFALO RIVER DEVELOPMENT LP, by its general partner, BUFFALO RIVER ENTERPRISES CORP.

Per: 

Name: Brad Darbyshire

Title: President and CEO

I have the authority to bind the corporation.

[Signature Page To Loan Agreement]

SCHEDULE "A"
USE OF PROCEEDS

The Corporation covenants and agrees that it shall use the Advance, or cause the Advance to be used, solely and exclusively to pay the following persons in relation to the business of Threeosix Industrial Services Inc.:

Vendor	08-Mar-24
BMO overdraft	158,037.27
DMS Inspection Services Ltd	36,713.57
Featherweight Fabrication Ltd	14,899.50
J Hinz Consulting Inc	28,378.40
L-MAG Welding Inc.	11,922.75
MyWorkForce	89,057.83
MyWorkForce (this week's commitment)	34,522.60
Nick's Mobile Welding Ltd.	5,040.00
Redbird Industrial Ltd.	10,207.16
Ritzright Management	1,139.25
Salco	100,032.36
Uncle Petes Mobile Welding	3,491.25
Total	<u>493,441.94</u>

AMENDED AND RESTATED LOAN AGREEMENT

THIS AMENDED AND RESTATED LOAN AGREEMENT is made as of the 14th day of March 2024,

BETWEEN:

102056994 SASKATCHEWAN LTD., a corporation incorporated under the laws of the Province of Saskatchewan,

(the "**Corporation**"),

-AND-

This is Exhibit 'J' referred to in the Affidavit of Tyrone Rutzki sworn before me this 4th day of September, 2025.



PAUL E. FEDOROFF
Being a Solicitor in the Province of Saskatchewan

BUFFALO RIVER DEVELOPMENT LP, a limited partnership established under the laws of the Province of Saskatchewan, by its general partner, **BUFFALO RIVER ENTERPRISES CORP.**, a corporation incorporated under the laws of the Province of Saskatchewan,

(the "**Lender**"),

-AND-

LONGROAD CONSULTING LIMITED, a corporation incorporated under the laws of Canada,

(the "**Longroad**"),

-AND-

THREEOSIX INDUSTRIAL SERVICES INC., a corporation incorporated under the laws of the Province of Saskatchewan,

(the "**Threeosix**").

-AND-

SCOTT LONGMUIR, of the City of Saskatoon, in the Province of Saskatchewan,

(the "**Scott**").

WHEREAS Threeosix is a wholly owned subsidiary of the Corporation;

AND WHEREAS Longroad is the legal and beneficial holder of one hundred and fifty (150) Class A shares in the Corporation, representing seventy-three percent (73%) of all of the issued and outstanding shares in the Corporation;

AND WHEREAS Scott is the legal and beneficial holder of two hundred (200) common shares in Longroad, representing all of the issued and outstanding shares in Longroad;

AND WHEREAS Longroad, the Corporation, and Threeosix are controlled by Scott;

AND WHEREAS the Corporation wishes to borrow moneys from time to time from the Lender;

AND WHEREAS the indebtedness is to be secured by the Security (as defined in this Loan Agreement);

AND WHEREAS Scott, Longroad, and Threeosix each wish to execute and become a party to this Agreement in order to guarantee and ensure that the Corporation complies with the terms and conditions herein, to provide certain security in order to better secure the indebtedness of the Corporation to the Lender, and to indemnify the Lender in relation thereto.

AND WHEREAS the Corporation entered into a Loan Agreement with the Lender on the 8th day of March 2024 (the "**Prior Loan Agreement**"), pursuant to which the Lender advanced the sum of five hundred thousand dollars (\$500,000.00) to the Corporation;

AND WHEREAS the parties hereto have agreed to modify the Prior Loan Agreement subject to the terms, covenants, and agreements of this Agreement;

AND WHEREAS this Agreement amends and restates in its entirety the Prior Loan Agreement.

NOW THEREFORE IN CONSIDERATION of the covenants and agreements herein contained and for other good and valuable consideration, the receipt and adequacy whereof are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 **INTERPRETATION**

1.01. Definitions.

For the purposes of this Agreement and where the context does not otherwise require, the following terms shall have the following meanings:

- (a) "**Agreement**" means this agreement between the parties hereto, including the schedules and exhibits referred to herein, which are hereby incorporated by reference.
- (b) "**Advances**" means collectively all the advances of monies described in Articles 3 and 4 and made by the Lender to the Corporation pursuant to this Agreement, and "**Advance**" means each such advance.
- (c) "**Affiliate**" means any person who, directly or indirectly through other corporations, firms, or trusts, has any interest in any of the outstanding shares of the Corporation

- or any Subsidiary of the Corporation and any firm or corporation controlled, directly or indirectly through other corporations, firms, or trusts, by any such person;
- (d) **"auditors"** means such chartered professional accountant or firm of chartered professional accountants duly appointed as auditor(s) or accountant(s) of the Corporation, and acceptable to the Lender;
 - (e) **"Corporation"** means 102056994 Saskatchewan Ltd., a corporation incorporated under the laws of the Province of Saskatchewan;
 - (f) **"Business"** means acting as a holding corporation, primarily to hold all of the shares in Threeosix and to hold the Real Property;
 - (g) **"control"** or **"controlled"** in relation to a corporation or analogous entity means the ownership of, or control or direction over, a sufficient number of voting shares or similar instruments or rights of such corporation or other entity which would, if voted, entitle the holder thereof to elect a majority of the directors or analogous persons of such corporation or other entity;
 - (h) **"Counsel"** and **"counsel"** means a barrister or solicitor or firm of barristers and solicitors (who may be counsel for the Corporation) acceptable to the Lender;
 - (i) **"Event of Default"** means an event of default described in Section 7.01 hereof;
 - (j) **"Guarantors"** means, collectively, Threeosix, Longroad, and Scott, or any individually as a **"Guarantor"**;
 - (k) **"Indebtedness"** means all principal, interest, interest on overdue interest, and premium, if any, payable pursuant to the provisions of this Agreement and all other moneys for the time being and from time to time owing pursuant to the provisions hereof;
 - (l) **"Lender"** means Buffalo River Development LP, a limited partnership established under the laws of the Province of Saskatchewan, by its general partner, Buffalo River Enterprises Corp., a corporation incorporated under the laws of the Province of Saskatchewan,
 - (m) **"Longroad"** means Longroad Consulting Limited, a corporation incorporated under the laws of the Province of Saskatchewan;
 - (n) **"Mortgage"** means a mortgage, in form and substance satisfactory to the Lender, pursuant to which the Corporation shall grant to the Lender a fixed and specific charge on the Real Property currently owned by it or hereafter acquired by it as security for its obligations under this Agreement;
 - (o) **"Mortgaged Property"** means and includes all assets of the Corporation or any other person liable by way of guarantee or otherwise in respect of the

Indebtedness, currently owned or acquired subsequent to the date hereof, which are, pursuant to the provisions of the Security, made subject to a security interest, mortgage, charge or other encumbrance to secure the obligations of the Corporation hereunder and the obligations of such other person;

(p) **"Permitted Encumbrances"** in respect of any property means any one or more of the following:

- (i) liens for taxes, assessments or governmental charges or levies not yet due and delinquent, or the validity of which is being contested at the time by the owner of such property in good faith by proper legal proceedings and in respect of which either,
 - (A) security which is adequate in the opinion of the Lender has been provided to the Lender to ensure the payment of such taxes, assessments, or charges, or
 - (B) the Lender is of the opinion that such liens are not materially prejudicial to the Security;
- (ii) the lien of any judgment rendered, or claim filed against the owner of such property (save and except for mechanics' or construction liens) which the owner of such property shall be contesting in good faith by proper legal proceedings and in respect of which either,
 - (A) security which is adequate in the opinion of the Lender has been provided to the Lender to ensure the payment of such judgment or claim, or
 - (B) the Lender is of the opinion that such liens are not materially prejudicial to the Security;
- (iii) undetermined or inchoate liens and charges incidental to current operations which have not yet been filed pursuant to law against the owner of such property or which relate to obligations not yet due or delinquent;
- (iv) restrictions, easements, rights of way, servitudes or other similar rights in land (including, without restriction, rights of way and servitudes for railways, sewers, drains, gas and oil pipelines, gas and water mains, electric light and power and telephone or telegraph or cable television conduits, poles, wires and cables) granted to or reserved by other persons which individually or in the aggregate do not materially impair the usefulness, in the operation of the business of the owner of such property, of the property subject to such restrictions, easements, rights of way, servitudes or other similar rights in land granted to or reserved

by other persons, or which do not either individually or in the aggregate materially detract from the value of the property concerned;

- (v) the right reserved to or vested in any municipality or governmental or other public authority by the terms of any lease, license, franchise, grant, or permit acquired by the owner of such property or by any statutory provision, to terminate any such lease, license, franchise, grant, or permit, or to require annual or other payments as a condition of the continuance thereof;
- (vi) security given to a public utility or any municipality or governmental or other public authority when required by such utility or other authority in connection with the operations of the owner of such property all in the ordinary course of its business;
- (vii) the reservations, limitations, provisos, and conditions, if any, expressed in any original grants of land which do not materially detract from the value of the property concerned or materially impair its use in the operation of the business of the owner of such property;
- (viii) title defects or irregularities which are of a minor nature and in the aggregate will not materially impair the use of the property for the purposes for which it is held by the owner of such property and will not materially detract from the value of the property concerned;
- (ix) the Security; and
- (x) those liens and encumbrances described in Schedule "A" hereto;

provided that nothing in this definition or in this Agreement shall (A) be construed as evidencing an intention or agreement on the part of the Lender that the security created by the Security, or the Indebtedness secured by the Security be or have been subordinated to any such Permitted Encumbrance, or (B) cause any such subordination to occur;

- (q) **"person"** means any individual, partnership, trust, firm, corporation, or other legal entity;
- (r) **"Prior Loan Agreement"** means the Loan Agreement, dated the 8th day of March 2024 between the Corporation and the Lender;
- (s) **"Purchase Money Mortgage"** means any mortgage, hypothec, charge, security interest, vendor's privilege, vendor's lien or other encumbrance given, whether or not to the transferor, assumed or arising by operation of law after the date hereof to provide or secure payment of, or to provide the obligor with funds to pay the whole or any part of, the consideration for the acquisition of property, where the

principal amount of, or secured by, such mortgage, hypothec, charge, security interest, vendor's privilege, vendor's lien or other encumbrance,

- (i) is not in excess of eighty percent (80%) of the cost to the obligor of any of the property encumbered thereby, and
 - (ii) is secured only by the property being acquired by the obligor and includes the renewal, extension or refunding of any such mortgage, hypothec, charge, pledge, lien, or encumbrance and of the indebtedness represented thereby upon the same property provided that the indebtedness secured thereby, and the security therefor are not increased thereby;
- (t) **"Real Property"** means the lands and premises currently owned or hereafter acquired by the Corporation and any other lands and premises which may become part of the Mortgaged Property;
- (u) **"Scott"** means Scott Longmuir, of the City of Saskatoon, in the Province of Saskatchewan;
- (v) **"Security Agreement"** means such security agreements references in subsection 9.01(b)(ii), (iii), (iv), (v), and (vi), in form and substance satisfactory to the Lender and its legal counsel, as security for the obligations of the Corporation and the Guarantors pursuant to this Agreement;
- (w) **"Security"** means the security upon the Mortgaged Property constituted by the Mortgage and Security Agreement or by any other instrument or agreement which purports to secure the Indebtedness and the obligations of the Corporation hereunder or of any other person who is liable in respect of the Indebtedness;
- (x) **"Subsidiary"** means any corporation, company, partnership, or other entity which is controlled by the Corporation, including Threeosix, in respect of which such term is being used and includes any corporation or company or other entity in like relation to a subsidiary or that is controlled by a subsidiary;
- (y) **"Threeosix"** means Threeosix Industrial Services Inc.,
- (z) **"this Agreement", "hereto", "herein", "hereof", "hereby", "hereunder",** and similar expressions refer to this Agreement and not to any particular paragraph or other portion hereof, and include any and every instrument supplemental or ancillary hereto or in implementation hereof; and
- (aa) **"voting shares"** means any shares of a corporation of any class which have the right to vote for the election of directors under all circumstances or under circumstances which have occurred and are continuing.

1.02. Plurality and gender, etc.

Words importing the singular number shall include the plural and vice versa, and words importing the masculine gender shall include the feminine gender and neuter gender.

1.03. Headings.

The headings of the articles, paragraphs and sections hereof are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.04. Applicable law.

This Agreement shall be construed in accordance with the laws of the Province of Saskatchewan and the laws of Canada applicable therein. The parties hereto hereby submit and attorn to the exclusive jurisdiction of the courts of the province of Saskatchewan in relation to all matters relating or stemming from this Agreement.

1.05. Accounting terms.

All accounting terms used herein shall, unless the context otherwise requires, or unless specifically defined herein, have the meanings attributed thereto in accordance with generally accepted accounting principles which are approved by the Chartered Professional Accountants of Canada.

1.06. Currency.

Unless otherwise indicated, all dollar amounts referred to in this Agreement are in lawful money of Canada.

1.07 Amendment and Restatement.

This Agreement amends and restates in full and supersedes the Prior Loan Agreement, and it is hereby confirmed by the parties hereto that all prior actions of the parties made pursuant to the Prior Loan Agreement are effective as if made under this Agreement on the date made.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES

2.01. Representations and warranties.

Except as otherwise disclosed herein, each of the Corporation and the Guarantors hereby represents and warrants to the Lender, and acknowledges that the Lender is relying on such representations and warranties in entering into this Agreement and in making Advances to the Corporation, as follows:

- (a) Status of corporation. The Corporation is a valid and subsisting corporation under the laws of its jurisdiction of incorporation and has full capacity and power to carry

on its business and further has the power and is duly authorized to enter into, execute and deliver this Agreement and the Mortgage and Security Agreement. The Corporation has the capacity to own and lease real property in the jurisdiction in which the Real Property is located.

(b) Violation of other instruments and authorization.

- (i)** The entering into of this Agreement, the Mortgage and Security Agreement by the Corporation do not conflict and will not conflict with, and do not result and will not result in a breach of, the articles and certificate of incorporation or the by-laws of the Corporation or any of the covenants contained in any agreement to which the Corporation is a party or by which the Corporation is bound or to which any of its property is subject.
- (ii)** All corporate steps and proceedings necessary to authorize the entering into of this Agreement, the Mortgage and Security Agreement, and all other security for the Indebtedness have been duly taken or held.

(c) Location, ownership, and description of assets.

- (i)** All of the Mortgaged Property is situate in the City of Saskatoon, in the Province of Saskatchewan.
- (ii)** The Security Agreement contains a description of substantially all plants, machinery and equipment owned by the Corporation. The Corporation owns all such plants, machinery, and equipment free and clear of all assignments, liens, charges, and encumbrances save and except for Permitted Encumbrances.
- (iii)** There are no private deed restrictions or other agreements affecting the Real Property other than Permitted Encumbrances.

(d) Subsidiaries. The Corporation does not have any Subsidiaries other than Threeosix.

(e) Financial Information. All financial statements and other financial information relating to the Corporation provided to the Lender are true and correct in all material respects as at the dates and for the periods to which such financial statements relate and such financial statements and information have been prepared in accordance with generally accepted accounting principles (except as specifically noted therein) and fairly present the financial position of the Corporation as at such dates and the results of its operations for such periods.

(f) Material changes. Since the effective dates of the financial statements and information referred to in paragraph (e) above, there has been no material adverse change, financial or otherwise, in the position of the Corporation or its assets, liabilities (contingent or otherwise), business or operations and since such date the

Corporation has not entered into any transaction of a material nature which has not been disclosed to the Lender.

- (g) **Mechanics', construction, and builders' liens.** The Corporation has not received any notices of any builders' liens in respect of the Real Property. There has not been during the thirty (30) days preceding the execution of this Agreement any construction, renovations or improvements carried on at the Real Property and no plans, specifications, working drawings or similar documents have been prepared in connection therewith. None of the Advances will be used for the purpose of financing any construction, renovations, or improvements to the Real Property or to any buildings located thereon or any part thereof or to repay any other loan or mortgage taken out for such purpose except as contemplated herein.
- (h) **Compliance with laws.** The Corporation is not in breach of any by-laws, laws, statutes, regulations, rules or orders of any government or agency thereof relating in any way to the Mortgaged Property owned by it or the operations of its business the result of which would materially impair its ability to carry on its business or materially affect the value of its assets.
- (i) **Taxes and rates.** All taxes due and owing on the Real Property described in the Mortgage, including realty and business taxes and local improvement rates, have been paid in full.
- (j) **Judgments, executions, and lawsuits.** There are no judgments or executions against the Corporation and there are none affecting the Mortgaged Property, nor are there any actions, suits or proceedings pending or affecting or threatened against the Corporation at law or in equity, and the Corporation is not aware of any existing ground on which any such action, suit or proceeding might be commenced against it with any reasonable likelihood of success.
- (k) **Insolvency proceedings.** The Corporation has not made any assignment for the benefit of its creditors nor has any order been made against it under the provisions of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 or the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 or similar laws of any other jurisdiction, nor has any petition for such an order been served upon it nor has it attempted to take the benefit of any other legislation with respect to financially distressed debtors.
- (l) **Expropriation and work orders.** No part of the Real Property has been condemned, taken, or expropriated by any competent authority and no alteration, repair, improvement, or other work has been ordered or directed to be done or performed to or in respect of such property by any competent authority.
- (m) **Unrecorded title defects.** There are no liens, easements, charges, encroachments, rights of way, mortgages, work orders, licenses, concession agreements, leases or tenancies affecting the Real Property except as disclosed by the registered title, save and except for Permitted Encumbrances.

- (n) **Utility arrears.** There is nothing owing in respect of the Real Property to any municipality or to any corporation or commission owning or operating a public utility for water, gas, electrical power or energy, steam, or hot water or for the use thereof or for the fittings, machines, apparatus, meters or other things leased in respect thereof or for any work or service performed for any such corporation or commission in connection with such public utilities, except current charges.
- (o) **Material changes in value of assets.** Save as disclosed to the Lender in writing no event has occurred or is occurring, including, without limiting the generality of the foregoing, pending, or threatened litigation, proceedings or governmental investigations, zoning changes, disputes as to title or damage or destruction which might materially and adversely affect the value of land, buildings, machinery, and equipment which are subject to the Security.
- (p) **Location of buildings.** The buildings on the Real Property are located entirely within the limits of the Real Property.
- (q) **Operation of business.** All business operations being conducted from the Real Property are being conducted in compliance in all material respects with all laws, regulations, and orders, governmental and otherwise, relating to such operations. The uses to which the premises of the Corporation are being put are in compliance with all applicable zoning restrictions and other applicable government regulations and orders.
- (r) **Ownership of real property.** The Corporation does not own any real property other than the Real Property described in the Mortgage.
- (s) **Pension plans fully funded.** All pension plans maintained by the Corporation for its employees are fully funded in accordance with the provisions of such pension plans and all applicable rules and regulations relating thereto.
- (t) **Business premises.** Schedule "B" hereto contains a complete list of all premises from which the Corporation and Threeosix carry on business, and indicates which such premises are owned, and which are leased.
- (u) **Environmental protection.**
 - (i) The business of the Corporation is being carried on in compliance with all material respects with all applicable federal, provincial, municipal, or other environmental health and safety statutes, by-laws, regulations, and orders.
 - (ii) The Corporation has not filed any notice with any governmental authority which discloses any current or past non-compliance with any such statutes, regulations, by-laws, or orders or which discloses any past or

present releases of hazardous or toxic materials, substances or wastes into the environment.

- (iii) There are no ongoing investigations or proceedings with respect to any violation of any such statutes, by-laws, regulations, or orders nor is the Corporation aware of any grounds upon which any such investigation or proceeding might be commenced.
- (iv) The Corporation does not generate, transport, treat, store, or dispose of any toxic or hazardous materials, substances or wastes except as previously disclosed to the Lender in writing.
- (v) To the best of the Corporation's knowledge after due inquiry and investigation no hazardous or toxic materials, wastes or substances have been placed by it or any of its predecessors on any portion of the Real Property and there are no underground storage tanks located on any of the Real Property except as disclosed previously to the Lender in writing.
- (vi) The Corporation is not aware of any contingent liability which it may have in connection with any laws or regulations relating to hazardous or toxic materials, substances or wastes or any other contingent liability in respect of the production, storage, treatment, or disposal of any hazardous or toxic materials, wastes, or substances.

(v) Sole business. The Business is the only business carried on by the Corporation.

(w) Agents' fees. The Corporation has not paid, or become bound to pay, any fees, commissions, or other amounts to any person, in connection with the transactions contemplated hereby.

2.02. Effective dates of Advances.

The foregoing representations and warranties shall be regarded for all purposes as having been made on each date on which the Lender advances funds pursuant to Section 3.01 hereof and shall survive each advance of funds pursuant to Section 3.01 hereof and shall continue in full force and effect for the benefit of the Lender.

ARTICLE 3 ADVANCE OF FUNDS

3.01. Advance.

Upon satisfaction of all the conditions precedent set out herein, the Lender shall provide one or more Advances to the Corporation up to the maximum amount of indebtedness set out in Section 4.01. The prior Advance of five hundred thousand dollars (\$500,000.00) made on the 8th day of March 2024, the prior Advance of one million dollars (\$1,000,000.00) made on

the 13th day of March 2024, and the prior Advance of one million dollars (\$1,000,000.00) made on the 14th day of March 2024, be and are each to constitute an Advance and be governed according to all of the provisions herein.

3.02. Use of proceeds.

The Corporation covenants and agrees that it shall use the proceeds of the Advances made by the Lender pursuant to Section 3.01 hereof exclusively for the purposes specifically described in Schedule "C" hereof. The Corporation shall provide the Lender with proof of payment of each Advance, in such form and with such content so as to be to the satisfaction of the Lender, within forty-eight (48) hours of receiving a written request from the Lender.

3.03. Assignment of Receivables.

Where the parties hereto agree, the Lender may accept an assignment of one or more accounts receivable owing to the Corporation, Threeosix, or one or more of their Affiliates or Subsidiaries, as (i) payment towards the principal amount owing pursuant to the Advances, or (ii) in exchange for one or more Advances to be made, or (iii) as security to be held by the Lender in order to secure one or more Advances. Any such assignment of accounts receivable shall be in the form and with such content so as to be to the satisfaction of the Lender and its legal counsel.

3.04. Guarantee and Indemnification.

In order to secure the Advances contemplated herein, Threeosix, Longroad, and Scott hereby covenant and agree to cause the Corporation, and to take all commercially reasonable steps, in order to ensure compliance with all of the provisions set out herein, including the use of the proceeds set out in Section 3.02. Threeosix, Longroad, and Scott hereby agree to indemnify and hold the Lender harmless from and against any and all liabilities, losses, suits, claims, demands, costs, fines, and actions of any kind or nature whatsoever to which the Lender shall or may become liable for, or suffer, by reason of any breach, violation or nonperformance by the Corporation of any term or condition of this Agreement, including the obligation to use the proceeds as set out in Section 3.02.

ARTICLE 4

AMOUNT AND PAYMENT OF INDEBTEDNESS

4.01. Indebtedness.

The principal amount of the Advances from time to time outstanding under this Agreement shall not at any time exceed four million dollars (\$4,000,000.00). The Advances made under this Agreement, from and after the date hereof, shall be evidenced by the records maintained by the Lender as to Advances, repayments, and the Indebtedness of the Corporation under this Agreement. All Advances under this Agreement shall be payable in accordance with this Agreement. Each Advance under this Agreement, and each reduction in the principal amount outstanding thereunder will be evidenced by the records of the Lender. The Corporation hereby authorizes the Lender to record, from time to time, among other things, the amount of

each Advance under this Agreement or reduction in principal thereunder, and the relevant interest rate relating thereto. The Lender's record of account constitutes, in the absence of manifest error, conclusive evidence of all such Advances under this Agreement and the Indebtedness of the Corporation as the same relates to this Agreement, to the Lender.

4.02. Due Date and Interest Payments.

- (a) **Due Date.** The aggregate principal amount of the Advances from time to time outstanding shall become due and payable in full, plus applicable interest, on the 14th day of March 2025.
- (b) **Interest rate.** The principal amount of the Advances from time to time outstanding shall bear interest calculated monthly in arrears at a rate of interest per annum equal to twelve percent (12%). Interest shall accrue on the first day of each month and shall be paid when the principal amount of the Advances becomes due pursuant to subsection 4.02(a). Interest shall accrue and be payable before and after default, before and after maturity, and before and after judgment, with overdue interest to bear interest at the rate in effect pursuant hereto.
- (c) **Payment in Canadian currency.** The principal amount of the Advances and interest thereon and all other sums which may be payable thereon, whether at maturity or otherwise, shall be payable in lawful money of Canada.

4.03. Place and manner of payment.

Prior to each date on which principal, interest or other amounts become due on any Advances issued hereunder (and in sufficient time to ensure its receipt by the due date of any such payment), the Corporation shall wire to an account designated by the Lender or cause to be delivered to the Lender a bank draft or certified cheque in an amount equal to the aggregate of such principal, interest, or other amounts. The receipt of such funds shall satisfy and discharge the liability for the principal and interest to the extent of the sums represented thereby. Notwithstanding anything herein provided to the contrary, any funds received after 3:00 p.m. local time in the City of Saskatoon, in the Province of Saskatchewan, on any day shall be deemed to have been received on the next succeeding business day.

ARTICLE 5 **GENERAL COVENANTS**

5.01. Covenants.

The Corporation hereby covenants and agrees with the Lender that so long as any of the Indebtedness remains unpaid:

- (a) **To pay Indebtedness.** The Corporation will well, duly, and punctually pay or cause to be paid to the Lender the Indebtedness at the dates and places, in the currencies and in the manner mentioned herein.

- (b) To maintain existence. The Corporation will at all times maintain its corporate existence.
- (c) To carry on the Business. The Corporation will carry on its business in a proper and efficient manner and will keep or cause to be kept proper books of account and business records and make or cause to be made therein true and faithful entries of all material dealings and transactions in relation to its business.
- (d) Access to records. The Corporation shall provide full, complete, and unrestricted access to the Lender, and its designated representatives, of all financial, accounting, and business documents and records of the Corporation, Threeosix, as well as any other Subsidiary or Affiliate thereto that is controlled by either Longroad or Scott. The parties hereto covenant and agree that such access shall continue until the Advances contemplated herein are repaid in full.
- (e) To pay taxes. The Corporation will pay or cause to be paid all taxes, rates, government fees and dues levied, assessed or imposed upon it and upon its property or any part thereof, as and when the same become due and payable, save and except when and so long as the validity of any such taxes, rates, fees, dues, levies, assessments or imposts is in good faith by proper legal proceedings contested by it in which event it shall satisfy the Lender and if requested by the Lender furnish security satisfactory to the Lender that such contestation will involve no forfeiture of any of its property and will duly observe and conform to all valid and material requirements of any governmental authority relative to any of its property and all covenants, terms and conditions upon or under which such property is held provided, however, that nothing herein contained shall require it to observe any such requirements so long as it shall, in good faith, be contesting its obligation to observe such requirements.
- (f) To perform obligations and to renew. The Corporation will from time to time punctually observe and perform all material obligations and pay and discharge all amounts payable under or by virtue of, and defend, and ensure the enforceability of any exclusive rights to, any patent, trademark, lease, license, concession, franchise or right held by it so long as the same is of commercial value to it and during such time will not suffer or permit any default for which any of the same may be terminated so that its interest therein may at all times be preserved as unimpaired; provided, however, that nothing herein contained shall require the Corporation to make any such payments so long as it shall in good faith contest its liability therefor.
- (g) Not to commit waste or remove plant, machinery, and equipment. The Corporation shall not remove or destroy any of its buildings, machinery or any structure whatsoever comprised in the Mortgaged Property, or the plant, machinery, or fixtures attached or appertaining thereto or otherwise forming part of the Mortgaged Property except for any removal from one part of the Real Property to another and except as otherwise permitted hereby.

(h) **To repair.** The Corporation will, at all times, repair and keep in repair and good order and condition, or cause to be so repaired and kept in repair and good order and condition, all buildings, erections, machinery, plant and equipment used in or in connection with its business which are necessary for efficient operation up to a modern standard of usage, and renew and replace or cause to be renewed and replaced all and any of the same which may become worn, dilapidated, unserviceable, inconvenient, obsolete or destroyed, even by a fortuitous event, fire or other cause, and which are necessary for efficient operation, and, at all reasonable times during normal business hours allow the Lender or its duly authorized agent access to the Mortgaged Property in order to view the state and condition of the same.

(i) **To insure.**

(i) **Property cover.** The Corporation will insure at its own expense the Mortgaged Property at all times during the term hereof to an amount equal to the replacement value thereof with a company or companies that are nationally known in Canada or are approved by the Lender, against loss or damage by fire, lightning, explosion, windstorm, aircraft or vehicles or other insurable hazards which are now or may hereafter from time to time be insured against by the terms of a standard fire extended coverage insurance or additional perils supplemental contract of Insurance including, if applicable, boiler and pressure vessel insurance against loss or damage to property of a class or kind similar to the Mortgaged Property. The Lender shall be named as loss payee, as mortgagee, as its interest may appear, in all such Insurance contracts effected by the Corporation which shall have attached a mortgage clause in a form approved by the Insurance Bureau of Canada or otherwise acceptable to the Lender. The Corporation shall also maintain such other insurance policies as the Lender shall require in connection with the Corporation and its business including, without restriction, business interruption insurance and liability insurance.

(ii) **Renewal receipt** The Corporation shall, sixty (60) days prior to the expiry of any insurance policy required hereby, deliver, or cause to be delivered to the Lender a renewal receipt, binder, or new policy, or otherwise satisfy the Lender that such insurance has been renewed.

(iii) **Application of proceeds.** The Corporation shall cause the insurance money in respect of loss of or damage to buildings, structures, plant, machinery and equipment under all policies required hereunder to be made payable to the Lender as mortgagee, as its interest may appear, and shall otherwise deal with such policies in such manner as to enable any insurance money payable thereunder to be collected by the Lender who may elect to have such insurance money applied in reinstatement or in repayment of the Indebtedness whether then due or not. The Corporation shall from time to time, do, sign, execute or endorse all

transfers, assignments, cheques, loss claims, receipts, writings and things necessary or desirable for the purposes aforesaid; and for such purposes the Corporation hereby irrevocably appoints the Lender its attorney to do, sign, execute and endorse such transfers, assignments, cheques, loss claims, receipts, writings and things in the name of the Corporation and on its behalf as the Lender may deem necessary or advisable.

- (j) **Compliance with laws.** The Corporation shall carry on its business in compliance with all applicable laws, regulations, by-laws, and orders including, without limitation, all laws relating to environment protection, the maintenance and disposal of hazardous materials and wastes, land use and occupational safety and health. The Corporation shall give notice to the Lender of any notice renewed by it of any violation of such laws, regulations, by-laws, or orders of any impending or threatened investigations or proceedings in connection therewith or of any proceedings commenced or threatened by any other person in connection with environmental, health or safety matters.
- (k) **Further assurances.** At any and all times the Corporation will, at its expense, do, execute, acknowledge and deliver or will cause to be done, executed, acknowledged and delivered all and every such further acts, deeds, conveyances, mortgages, security agreements or instruments, transfers and assurances as the Lender shall reasonably require, for the purpose of giving to the Lender, and preserving in favour of the Lender, a valid mortgage, hypothec, charge or security interest of the nature specified herein or in the Mortgage and Security Agreement, upon all the property intended to be covered thereby, and for the better assuring, conveying, mortgaging, hypothecating, assigning, confirming, pledging, charging, ceding and transferring unto the Lender all and singular the hereditaments and premises, estates and property thereby mortgaged, hypothecated, pledged and charged, or ceded and transferred, or intended so to be or which it may hereafter become bound to mortgage, hypothecate, pledge or charge, or cede and transfer, in favour of the Lender. In particular, without restriction, the Corporation will, upon request by the Lender, deliver a debenture containing a floating charge and mortgage on all real property hereafter acquired by the Corporation and, upon the acquisition by the Corporation of any real property, a mortgage containing a specific charge on such real property subject only to Permitted Encumbrances and Purchase Money Mortgages.
- (l) **To register.** The Corporation will co-operate at its expense to the extent necessary to register the Security without delay at every office where the registration or recording thereof may, in the opinion of counsel to the Lender, be of material advantage in preserving and protecting the Security, and to register any renewals thereof.
- (m) **Expenses of Lender.** The Corporation shall pay all reasonable costs, charges, and expenses (including legal fees and disbursements) of or incurred by the Lender in

connection with this Agreement, the Security and all ancillary documents including the enforcement hereof and of the Security.

5.02. Lender entitled to perform covenants.

If the Corporation shall fail to perform any covenant on its part herein contained, the Lender may, in its discretion, perform any such covenant capable of being performed by it and, if any such covenant requires the payment or expenditure of money, the Lender may make payments or expenditures with its own funds, or with money borrowed by or advanced to it for such purposes, but shall be under no obligation so to do; and all sums so expended or advanced shall be at once payable by the Corporation on demand and shall bear interest at the rate from time to time in effect pursuant to subsection 4.03 hereof until paid, and shall be payable out of any funds coming into the possession of the Lender in priority to the indebtedness but no such performance or payment shall be deemed to relieve the Corporation from any default hereunder nor shall the right of the Lender under this subsection impose any obligation upon the Lender to perform any covenant of the Corporation.

ARTICLE 6 SPECIAL COVENANTS

6.01. Covenants.

The Corporation hereby covenants and agrees with the Lender that so long as any of the Indebtedness remains unpaid:

- (a) **Delivery of Security.** The Corporation shall deliver to the Lender the Mortgage and the Security Agreement in each case accompanied by opinions of counsel, in form and substance satisfactory to the Lender, as to the due authorization, execution, delivery and enforceability of such documents and as to their due registration and priority.
- (b) **Not to permit encumbrances.** The Corporation shall not create or permit to exist any security interest, mortgage, hypothec, charge, pledge, lien or encumbrance upon its fixed assets included in the Mortgaged Property ranking, purporting to rank or capable of ranking in priority to or *pari passu* with the charges and security interests contained in the Security; provided that the foregoing shall not apply to prevent, and there shall be permitted:
 - (i) Permitted Encumbrances; and
 - (ii) Purchase Money Mortgages and Lease Obligations (as hereinafter defined) existing as of the date hereof or entered into after the date hereof under which the Corporation is the primary obligor.
- (c) **To file financial statements and certificate of no default.** The Corporation will provide to the Lender,

- (i) within ninety (90) days after the end of each financial year of the Corporation:
 - (A) a balance sheet of the Corporation prepared in accordance with generally accepted accounting principles applied on a consistent basis as at the end of such year, certified as such by the Chief Financial Officer and the Chief Operating Officer of the Corporation,
 - (B) statements of income and retained earnings and changes in financial position of the Corporation prepared in accordance with generally accepted accounting principles applied on a consistent basis as at the end of such year certified as such by the Chief Operating Officer and the Chief Financial Officer of the Corporation, and
 - (C) a report on such annual balance sheets and statements of the auditors of the Corporation containing no reservation of opinion except as contemplated hereby;
- (ii) within ninety (90) days after the end of each financial year of the Corporation:
 - (A) a certificate of the auditors stating:
 - (i) that they are familiar with the covenants and provisions contained in Section 5.01 and Section 6.01 hereof,
 - (ii) that no breach of such covenants and no Event of Default as defined in Section 7.01 hereof and no event which with the passage of time or the giving of notice would constitute an Event of Default which has occurred and is continuing at the date of such certificate has come to their attention in the course of their review of the records of the Corporation except as set forth in such certificate, and
 - (iii) the amount of Corporate Distributions paid during the year to which such certificate relates;
 - (B) a certificate signed by the Chief Operating Officer and the Chief Financial Officer of the Corporation setting out to the best of their knowledge, information, and belief after making due inquiry,
 - (i) that the Corporation is not as at the date of such certificate in breach of any of the covenants contained herein or, if that is not the case, the particulars of such breaches of covenant and that there is no existing Event

of Default or event which, with the giving of notice or the passage of time, would constitute an Event of Default at such time except as set out in such certificate,

- (II) each jurisdiction in which business is being conducted by the Corporation as at the date of such certificate and the book value of assets (excluding accounts receivable) situate in each such jurisdiction,
 - (III) the amount of Current Assets, Current Liabilities, Funded Obligations and Equity as at the end of each such financial year and, in each case, the basis of calculation thereof,
 - (IV) that the financial statements for such financial year delivered to the Lender are true and correct,
 - (V) a description of each asset falling within the classification of fixed assets sold or otherwise disposed of by the Corporation during such financial year for a selling price in excess of fifty thousand dollars (\$50,000.00) in respect of any individual item, and
 - (VI) a description of all plant, machinery and equipment acquired by the Corporation during such financial year for a cost of fifty thousand dollars (\$50,000.00) or more in respect of any individual item;
- (iii) within forty-five (45) days after the end of each quarter of each financial year of the Corporation:
- (A) financial statements of the Corporation for such quarter in the form prepared by management for its own use which shall contain a budget to actual comparison, and
 - (B) a certificate signed by the Chief Operating Officer and the Chief Financial Officer of the Corporation setting out to the best of their knowledge, information and belief, after making due inquiry, that the Corporation is not as at the date of such certificate in breach of any of the covenants contained herein or, if that is not the case, the particulars of such breaches of covenant and that there is no existing Event of Default or event which, with the giving of notice or the passage of time, would constitute an Event of Default at such time, except as set out in such certificate;
- (iv) at least thirty (30) days subsequent to the end of each financial year of the Corporation a budget for the next ensuing financial year of the

Corporation which shall contain projected financial statements, cash flow projections and a schedule of planned capital expenditures for such next ensuing financial year;

- (v) within thirty (30) days of the receipt thereof, a copy of any letter or report delivered by the auditors to management of the Corporation in connection with any annual or interim audit of the Corporation; and
 - (vi) such other information that may be reasonably requested by the Lender including reports and opinions dealing with environmental protection.
- (d) Not to sell assets or enter into amalgamations and mergers. The Corporation shall not:
- (i) sell, lease, or otherwise transfer the undertaking, property, and assets of any of its operating divisions as an entirety or substantially as an entirety in one or more transactions, or sell, lease, or otherwise dispose of its undertaking, property, and assets as an entirety or substantially as an entirety in one or more transactions;
 - (ii) sell, lease, or dispose of any property included in the Mortgaged Property except as permitted hereby or by the Security Agreement provided that the Corporation and its Subsidiaries may sell or otherwise dispose of any such property to a maximum amount, in aggregate fair market value, of ten thousand dollars (\$10,000.00) in any financial year of the Corporation; or
 - (iii) amalgamate or merge with any other corporation or effect any corporate reorganization;
- without the prior written consent of the Lender.
- (e) Not to change name. The Corporation shall not change its name except to a name of which the Lender has provided prior written consent.
- (f) Restriction on sale leasebacks, etc. The Corporation shall not sell, assign, or dispose of any property contained in the Mortgaged Property in any transaction or series of transactions which will conclude with a reacquisition by the Corporation or an Affiliate of the same or similar property:
- (i) subject to any encumbrance to which such property was not theretofore subject; or
 - (ii) pursuant to a security agreement or conditional sale agreement or a title retention agreement including a Lease Obligation.
- (g) Restriction on Corporate Distributions. The Corporation shall not:

- (i) become obligated in respect of or pay any Corporate Distribution, or
 - (ii) guarantee or otherwise become liable for the indebtedness or obligations of any of its Affiliates, or
 - (iii) make any loan or cash advance to, or acquire any shares or debt obligations of, or acquire any assets from, any of its Affiliates other than assets or services acquired on ordinary trade terms in the ordinary course of business, at any time, or
 - (iv) when it is in breach of any of its covenants contained in Articles 5 and 6 hereof, or
 - (v) if after giving effect thereto it would be in breach of any of such covenants, or
 - (vi) if there is any existing Event of Default or event which, with the giving of notice or passage of time, would constitute an Event of Default.
- (h) Maintenance of working capital. The Corporation will not at any time permit Current Assets to be less than the percentage of Current Liabilities prescribed by the Lender.
- (i) Maintenance of debt-to-equity ratio. The Corporation will not at any time permit Funded Obligations to be greater than the percentage of Equity prescribed by the Lender.
- (j) Continuity of the business. The Business shall at all times be the only business of the Corporation.
- (k) Not to remove assets. The Corporation shall not, at any time, have assets (other than accounts receivable and inventory) having a recorded book value to it in excess of ten thousand dollars (\$10,000.00) in the aggregate in any jurisdiction where the Security is not registered.
- (l) Not to undertake leases. The Corporation will not, without the prior written consent of the Lender, enter into any lease of premises to it unless the landlord thereunder has entered into a non-disturbance agreement with the Lender in form and substance satisfactory to the Lender.
- (m) Not to change fiscal year end or auditors. The Corporation shall not change the end of its fiscal year or its auditors without the prior written consent of the Lender.
- (n) To maintain operating line. The Corporation shall, at all times, maintain an operating line of credit with a financial institution in an amount sufficient to meet its working capital requirements.

6.02. Definitions.

For the purpose of this Article 6, the following expressions shall have the following respective meanings:

(a) **"Corporate Distribution"** means:

- (i) any dividend or other distribution on any shares of the Corporation,
- (ii) the purchase, redemption, or retirement price of any shares of the Corporation,
- (iii) any loan, advance, salary, bonus, consulting fee, management fee, management bonus or other payment made to any director, former director, officer, shareholder, employee, Affiliate or Subsidiary of the Corporation or to any person related by blood, adoption or marriage to any of the foregoing or to any corporation not dealing at arm's length as such term is defined in the *Income Tax Act*, R.S.C. 1952, c. 148 with any such person, except to the extent that such fees, bonuses or other payments constitute normal remuneration payable to bona fide full-time employees of the Corporation, and
- (iv) any payment on account of any principal or interest on any loans or advances owing by the Corporation to any Affiliate;

(b) **"Current Assets"** means the current assets of the Corporation determined in accordance with generally accepted accounting principles applied on a consistent basis;

(c) **"Current Liabilities"** means the current liabilities of the Corporation determined in accordance with generally accepted accounting principles applied on a consistent basis excluding the principal instalment due on the maturity of any Funded Debt of the Corporation;

(d) **"Equity"** means at any time the aggregate of amounts in respect of:

- (i) amounts paid up on issued and outstanding shares of all classes,
- (ii) contributed surplus,
- (iii) retained earnings, and
- (iv) the principal amount from time to time outstanding on loans made by the shareholders of the Corporation or by any Affiliate which have been subordinated to the indebtedness to the satisfaction of the Lender, less:

- (v) the aggregate amount of all intangible items including, without limitation, goodwill, trademarks, trademark rights, trade names, trade name rights, copyrights, patents, patent rights, patent licenses, organization expenses, pre-production expenses and unamortized debt discount and expense and share issue expense,

of the Corporation determined in accordance with generally accepted accounting principles applied on a consistent basis;

(e) **"Funded Debt"** means:

- (i) all indebtedness which is not payable on demand, and which matures by its terms on, or is renewable at the option of the obligor to, a date more than twelve (12) months after the date of incurring or issue thereof including the principal amount of term loans from Canadian chartered banks, and
- (ii) the unfunded portion of all benefits under any pension or retirement plan for employees;

(f) **"Funded Obligations"** means the aggregate of:

- (i) all Funded Debt incurred, assumed, or guaranteed by the Corporation or upon which the Corporation has otherwise become liable, and
- (ii) the aggregate of the present values, discounted at appropriate rates, of all payments under Lease Obligations incurred, assumed, or guaranteed by the Corporation or upon which the Corporation has otherwise become liable, determined in accordance with generally accepted accounting principles applied on a consistent basis but excluding any amount included in Current Liabilities or in Equity; and

(g) **"Lease Obligations"** means, at any particular time, leases of real or immovable property and of personal or movable property, which in each case are capital leases in accordance with generally accepted accounting principles.

ARTICLE 7

DEFAULT AND ENFORCEMENT

7.01. Events of Default.

Each and every of the following events shall constitute an event of default hereunder (each an "Event of Default"):

- (a) if the Corporation makes default in payment of the Indebtedness or any part thereof after the same becomes due under any provision hereof;

- (b) If the Corporation shall neglect to carry out or observe any of the covenants or conditions contained in Article 6 hereof;
- (c) if the Corporation makes default in the payment of indebtedness owing to the Lender pursuant to the provisions of any other agreement between the Corporation and the Lender and such default shall continue beyond any applicable periods of grace;
- (d) if any representation or warranty set out in Article 2 hereof is untrue or inaccurate as of the date as of which it was made, or if any statement of a material fact made in writing by or on behalf of the Corporation to the Lender in connection with this Agreement or any other matter contemplated by this Agreement was untrue or incorrect in any material respect as of the date as of which it was made, or omitted information required to make the statement contained therein not materially misleading in the context in which it was made;
- (e) if the Corporation shall neglect to carry out or observe any other covenant or condition herein contained on its part to be observed or performed and, after notice in writing has been given by or on behalf of the Lender to the Corporation specifying such default and requiring that an end be put to the same, the Corporation shall fail to remedy such default within seven (7) days of notification or, in the event that such default cannot reasonably be rectified within seven (7) days (other than by reason of lack of moneys), then within a reasonable time given the particular circumstances, provided that the Corporation is diligently proceeding to remedy such default;
- (f) if the Corporation ceases, or threatens to cease carrying on business or an order shall be made, or an effective resolution be passed by the Corporation for the winding-up or liquidation of the Corporation;
- (g) if the Corporation shall become insolvent or shall make a bulk sale of its assets, or shall make a general assignment for the benefit of its creditors or shall file a notice of intention to make or shall make a proposal under bankruptcy legislation, or if a bankruptcy petition shall be filed or presented against the Corporation or if a custodian or a sequestrator or a receiver and manager or any other officer with similar powers shall be appointed of the Corporation its properties or any part thereof which is, in the opinion of the Lender, a substantial part thereof;
- (h) if any proceedings are commenced in respect of the Corporation under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, or similar legislation of any other jurisdiction;
- (i) if an encumbrancer shall lawfully take possession of the property of the Corporation or any part thereof or if a distress or execution or any similar process be levied or enforced thereagainst;

- (j) if the Corporation shall make default in observing or performing any covenant, including any covenant for the payment of money, contained in any deeds or instruments evidencing, or securing indebtedness where such default results in the acceleration of the due date of payment of such indebtedness;
- (k) if the Corporation breaches its covenant in Section 5.01(d) (Access to records);
- (l) if the Corporation uses any Advance for any purpose not specifically authorized herein, or if the Corporation breaches Section 3.02, or if the Corporation breaches any provision set out in Schedule "C";
- (m) if, following the execution of this Agreement by the parties hereto, any of the documents described in Section 9.01(b) are not signed, sealed, and delivered to the Lender, in such form and with such content so as to be to the satisfaction of the Lender and its legal counsel, within forty-eight (48) hours following a written demand by the Lender or its legal counsel for such document(s);
- (n) if the Corporation shall make default in observing or performing any covenant contained in any document executed in connection with the Security;
- (o) if there shall be expropriated or taken by power of eminent domain the whole or any part of the Mortgaged Property and the Lender is of the opinion that such expropriation or taking is prejudicial to the Security; or
- (p) if Scott ceases to have control over the Corporation for any reason (except where the Lender acquires a majority of shares in the Corporation).

7.02. Acceleration on default.

Upon the occurrence of an Event of Default, the Lender may declare the Indebtedness to be due and payable and the same shall forthwith become immediately due and payable and the Corporation shall forthwith pay to the Lender the Indebtedness together with subsequent interest thereon at the rate from time to time in effect pursuant to the provisions of Article 4 hereof from the date of the said declaration until payment is received by the Lender, such subsequent interest to be payable at the times and places and in the moneys mentioned herein.

7.03. Remedies.

Upon the occurrence of an Event of Default the Lender may proceed to enforce its rights by any action, suit, remedy or proceedings authorized or permitted by law or by equity, may file such proofs of claim and other papers or documents as may be necessary or advisable in order to have its claims lodged in any bankruptcy, winding-up or other judicial proceeding relative to the Corporation and may enforce its rights under the Security.

ARTICLE 8
APPLICATION OF FUNDS ON REALIZATION OF SECURITY

8.01. Application of funds.

Except as otherwise herein provided the moneys arising from any enforcement hereof and of the Security shall be applied as follows:

- (a) firstly, in payment or reimbursement to the Lender of the reasonable expenses, disbursements, and advances of the Lender (including the fees and expenses of any receiver or manager or receiver and manager or similar person appointed in respect of the Corporation or in respect of the Mortgaged Property) incurred or made in connection with the enforcement hereof or of the Security,
- (b) secondly, in payment of the principal of, premium (if any), and accrued and unpaid interest on (and interest thereon) all Advances which shall then be outstanding hereunder and in the case of accrued and unpaid interest, in reverse order of maturity,
- (c) thirdly, to pay the claims of any other person entitled thereto by law, and
- (d) the surplus, if any, shall be paid to the Corporation.

In the event that the proceeds of realization of the Security are insufficient to pay the full amount of the Indebtedness, the Corporation shall remain liable for such deficiency.

ARTICLE 9
CONDITIONS PRECEDENT

9.01 Conditions Precedent. The Lender shall not be obligated to modify the Prior Loan Agreement or any of the terms and conditions thereto, or provide any Advance described or referred to herein, unless the following conditions precedent shall have been satisfied:

- (a) No Default. No Event of Default shall have occurred and be continuing under this Agreement or under the Prior Loan Agreement or any document relating hereto or thereto. The Corporation, Longroad, and Scott jointly and severally represent and warrant that no event has occurred and is continuing which with notice or the passage of time or either would constitute a default or an Event of Default under any of the aforesaid instruments.
- (b) Documents. The Lender shall have received the following documents, duly executed, and delivered by all parties thereto, and otherwise satisfactory in form and content to the Lender and its legal counsel:
 - (i) Mortgage, signed by the Corporation, in such form and with such content so as to be to the satisfaction of the Lender and its legal counsel;

- (ii) Share Pledge, signed by the Corporation, in such form and with such content so as to be to the satisfaction of the Lender and its legal counsel;
- (iii) Share Pledge, signed by Longroad, in such form and with such content so as to be to the satisfaction of the Lender and its legal counsel;
- (iv) General Security Agreement, signed by the Corporation, in such form and with such content so as to be to the satisfaction of the Lender and its legal counsel;
- (v) General Security Agreement, signed by Longroad, in such form and with such content so as to be to the satisfaction of the Lender and its legal counsel;
- (vi) General Security Agreement, signed by Threeosix, in such form and with such content so as to be to the satisfaction of the Lender and its legal counsel;
- (vii) Promissory Notes, signed by the Corporation, in such form and with such content so as to be to the satisfaction of the Lender and its legal counsel, representing the Advances made on the 13th day of March 2024 and the 14th day of March 2024;
- (viii) Guarantee, signed by Longroad, in such form and with such content so as to be to the satisfaction of the Lender and its legal counsel;
- (ix) Guarantee, signed by Threeosix, in such form and with such content so as to be to the satisfaction of the Lender and its legal counsel;
- (x) Guarantee, signed by Scott, in such form and with such content so as to be to the satisfaction of the Lender and its legal counsel;
- (xi) Resolutions of the board of directors of the Corporation, authorizing the transactions contemplated herein;
- (xii) Resolutions of the board of directors of Threeosix, authorizing the transactions contemplated herein;
- (xiii) Resolutions of the board of directors of Longroad, authorizing the transactions contemplated herein;
- (xiv) Share Purchase Agreement, in such form and with such content so as to be to the satisfaction of the Lender and its legal counsel; and
- (xv) A Purchase and Sale Agreement for the Real Property, in such form and with such content so as to be to the satisfaction of the Corporation and the Lender and each of their respective legal counsel.

Where the Lender opts to provide a further Advance prior to all of the foregoing documents being signed, sealed, and delivered to the Lender, the Corporation, Longroad, and Scott covenant and agree to deliver such duly executed documents to the Lender within forty-eight (48) hours following a written demand by the Lender or its legal counsel for such documents.

- (c) Access. The Corporation shall provide full, complete, and unrestricted access to the Lender, and its designated representatives, of all financial, accounting, and business documents and records of the Corporation, Threeosix, as well as any other Subsidiary or Affiliate thereto that is controlled by either Longroad or Scott. The parties hereto covenant and agree that such access shall continue until the Advances contemplated herein are repaid in full.
- (d) Disclosure. Forthwith upon demand, the Corporation shall provide the Lender with full details of any ongoing, pending, or threatened legal actions, applications, proceedings, or liens relating to the Corporation, Threeosix, or any of their subsidiaries or affiliates.

ARTICLE 10

GUARANTEE AND INDEMNIFICATION

10.01 Guarantee and indemnity.

In consideration of the Lender entering into this Agreement with the Corporation and in consideration of the sum of and other good and valuable consideration (the receipt and sufficiency whereof is hereby acknowledged by the Guarantors), the Guarantors hereby unconditionally guarantee to the Lender that the Corporation will pay all amounts to be paid and otherwise observe and perform all terms and conditions to be so observed and performed, either in this Agreement and/or in any agreement, instrument, document relating to or signed pursuant to this Agreement. If the Corporation shall default in making any such payments or in the observance or performance of any such obligations, the Guarantors hereby covenant and agree to pay to the Lender forthwith upon demand all amounts not so paid by the Corporation and all damages that may arise in consequence of any such non-observance or non-performance. Without in any way restricting or limiting the guarantee given by the Guarantors as set out above or any other rights and remedies to which the Lender may be entitled, the Guarantors hereby covenant and agree to indemnify and save the Lender harmless against any and all liabilities, losses, suits, claims, demands, costs, fines and actions of any kind or nature whatsoever to which the Lender shall or may become liable for, or suffer, by reason of any breach, violation or nonperformance by the Corporation of any term or condition of this Agreement and/or in any agreement, instrument, document relating to or signed pursuant to this Agreement. With respect to the guarantee and indemnification provided for herein by the Guarantors, the Guarantors covenant and agree to execute and deliver under separate instrument, at such time or times as the Lender may request, such form of guarantee and/or indemnity evidencing its obligations under the provisions of this paragraph as the Lender shall in its discretion determine.

10.02 Waiver of right to proceed.

In the enforcement of any of its rights against the Guarantors, the Lender may in its discretion proceed as if the Guarantors were each the primary obligor under this Agreement and/or in any agreement, instrument, document relating to or signed pursuant to this Agreement. The Guarantors hereby waive any right to require the Lender to proceed against the Corporation or to proceed against or to exhaust any security (if any) held from the Corporation, or to pursue any other remedy whatsoever which may be available to the Lender before proceeding against the Guarantors.

10.03 Any dealings binding on Guarantors.

No dealings of whatsoever kind between the Lender and the Corporation and/or any party from whom the right to occupy the Premises has been obtained and/or any other persons as the Lender may see fit, whether with or without notice to the Guarantors, shall exonerate, release, discharge or in any way reduce the obligations of the Guarantors in whole or in part, and in particular, and without limiting the generality of the foregoing, the Lender may modify or amend this Agreement, grant any indulgence, release, postponement or extension of time, waive any term or condition of this Agreement or any obligation of the Corporation, take or release any securities or other guarantees for the performance by the Corporation of its obligations and otherwise deal with the Corporation and/or any party from whom the right to occupy the Premises has been obtained and/or any other persons as the Lender may see fit without affecting, lessening or limiting in any way the liability of the Guarantors. The Guarantors hereby expressly waive notice of all or any default of the Corporation.

10.04 Settlement binding on Guarantors.

Any settlement made between the Lender and/or the Corporation and/or any party from whom the right to occupy the Premises has been obtained and/or any other persons as the Lender may see fit to deal with, or any determination made pursuant to this Agreement, which is expressed to be binding upon the Corporation, shall be binding upon the Guarantors.

10.05 Bankruptcy of the Corporation.

Notwithstanding any assignment for the general benefit of creditors or any bankruptcy or any other act of insolvency by the Corporation, Threeosix, or any of their Subsidiaries or Affiliates, and notwithstanding any rejection, disaffirmance, or disclaimer of this Agreement (including its agreement and covenant under this paragraph and/or the Lease Instrument), the Guarantors shall continue to be fully liable hereunder.

10.06 Guarantors' covenants binding.

Without in any way limiting the generality of any other paragraph of this Agreement, the covenants and agreement of the Guarantors contained in this paragraph shall enure to the benefit of and be binding upon the Guarantors and the heirs, executors, administrators, successors and assigns of the Guarantors.

10.07 Guarantors to be bound.

The Guarantors acknowledge reviewing all of the provisions of this Agreement and agree to be bound by all of the provisions hereof in so far as applicable to them.

ARTICLE 11
NOTICES

11.01. Notices to the Corporation, Longroad, and Scott. Any notice to the Corporation, Longroad, and Scott shall be valid and effective if delivered to the Corporation or if sent by registered mail, postage prepaid, addressed to the Corporation at:

602 48 St E
Saskatoon, Saskatchewan
S7K 6K4,

-and-

1201-409 3rd Ave S
Saskatoon, Saskatchewan
S7K 3H2,

-and-

with a copy by email to: slongmuir@threeosix.ca.

The Corporation may from time to time notify the Lender of a change in its address or telecopier number or electronic address for all purposes hereof. Notwithstanding the foregoing, any declaration pursuant to Section 7.02 shall be deemed to have been sufficiently made if made by a paper writing delivered to and left at the address of the registered office of the Corporation according to the records maintained by the competent governmental authority in its jurisdiction of incorporation.

11.02 Notice to the Lender.

Any notice to the Lender shall be valid and effective if delivered to the Lender or if sent by registered mail, postage prepaid, addressed to the Lender at:

Box 40
Dillon, Saskatchewan
S0M 0S0

-and-

201-728 Spadina Cr E
Saskatoon, Saskatchewan
S7K 3H2

-and-

with a copy by email to: bradd@brdlp.ca,

-and-

with a copy by email (which shall not constitute notice) to: jeff@burgesslawsk.com.

The Lender may from time to time notify the Corporation of a change in its address or telecopier number for all purposes hereof.

11.03 Deemed receipt.

Any notice given by mail shall be deemed to have been received given on the fifth business day following the date of mailing unless delivery by mail is likely to be delayed by strike or slowdown of postal workers, in which event it shall be delivered by hand or transmitted by telecopier. Any notice which is delivered by hand shall be deemed to have been received on the date of such delivery if such date is a business day and such delivery was made during normal business hours; otherwise, it shall be deemed to have been received on the business day next following such date of delivery. Any notice which is delivered by telecopier shall be deemed to have been received on the date of transmission if such date is a business day and such transmission was made during normal business hours; otherwise, it shall be deemed to have been received on the business day next following such date of transmission.

ARTICLE 12
MISCELLANEOUS

12.01. Discrepancies with Security.

If there should be any conflict between the provisions hereof and the provisions of a document included in the Security, the provisions hereof shall govern.

12.02. Entire Agreement.

This Agreement, including the schedules and exhibits referred to herein, which are hereby incorporated by reference, and the agreements and securities referred to in this Agreement and delivered pursuant to this Agreement, constitute the entire agreement between the Borrower and the Lender, and supersede and take the place of any prior agreements, undertakings, declarations, representations, and understandings, both written and verbal, in respect of the subject-matter of this Agreement.

12.03. Enurement.

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

12.04. Assignment.

This Agreement may not be assigned by the Corporation, but may be assigned by the Lender, in which event the Corporation shall attorn in all respects to such assignment and the assignee or assignees thereof.

12.05. Severability.

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

12.06. Survival.

All provisions of this Agreement which expressly or by their nature survive the termination of this Agreement shall continue in full force and effect after any termination of this Agreement.

12.07. Time of the Essence.

Time shall be of this essence in this Agreement.

12.08. Rights Cumulative.

Unless otherwise expressly provided in this Agreement, each Party's rights and remedies specified in this Agreement are cumulative and are not exclusive of any other rights or remedies that a Party has otherwise.

12.09. Remedies.

Each right, power and remedy of the Lender provided for herein and available at law or in equity, or in any other agreement is separate and in addition to every other such right, power and remedy. Any one or more rights, remedies and powers may be exercised by the Lender from time to time and no such exercise exhausts all rights, remedies or powers of the Lender or precludes the Lender from exercising any one or more of such rights, remedies and powers or any combination thereof from time to time thereafter or simultaneously.

12.10. Waiver.

Failure by either Party to exercise any of its rights, powers, or remedies hereunder or its delay to do so shall not constitute a waiver of those rights, powers, or remedies. No Party shall be deemed to have waived the exercise of any right, power, or remedy unless such waiver is made in writing.

12.11. Further Assurances.

Each of the Corporation and the Guarantors will, at their own expense, promptly and duly execute and deliver to the Lender such further documents and assurances, and take such

further action as the Lender may from time to time request in order to more effectively carry out the intent and purpose of this Agreement and to establish and protect the rights, interests and remedies intended to be created in favour of the Lender.

12.12. Relationship.

The relationship between the parties constituted by this Agreement is intended and is to be construed as that of independent contracting parties only and not that of partnership, joint venture, agency, employment, or any other association whatsoever.

12.13. Amendments.

No amendment, modification, supplement, termination, or waiver of any provision of this Agreement, and no consent to any departure by the Lender therefrom, may in any event be effective unless in writing signed by the Lender and then only in the specific instance and of the specific purpose given.

12.14. Severability.

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

12.15. Legal Advice.

Each of the parties hereto acknowledges that he has read, understands, and agrees with all of the provisions of this agreement, and acknowledges that he has had the opportunity to obtain independent legal advice with respect to it.

12.16. Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which collectively will constitute one and the same agreement.

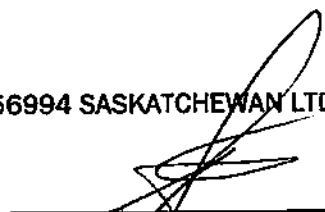
12.17. Execution and Delivery.

Each of the parties to this Agreement will be entitled to rely on the execution and delivery of a facsimile or electronic copy (such as portable document format (PDF), DocuSign, or other agreed upon electronic means) of this Agreement and receipt by each party of any such copy will be legally effective to create a valid and binding Agreement between the parties to this Agreement in accordance with its terms.

[Signature Pages To The Loan Agreement To Follow]

IN WITNESS WHEREOF the Corporation and the Guarantors have executed this Agreement as of the date first written above.

102056994 SASKATCHEWAN LTD.

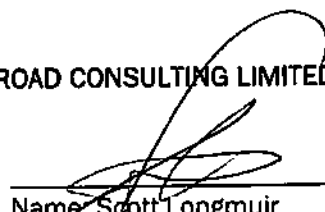
Per: 

Name: Scott Longmuir

Title: President

I have the authority to bind the corporation.

LONGROAD CONSULTING LIMITED

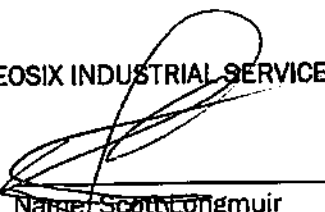
Per: 

Name: Scott Longmuir

Title: President

I have the authority to bind the corporation.

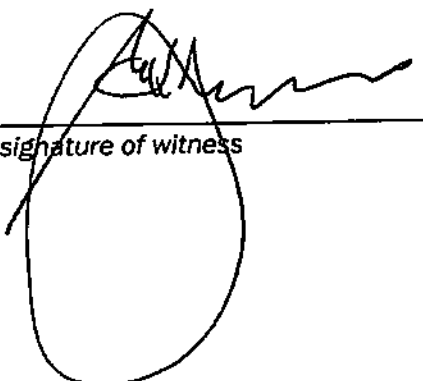
THREEOSIX INDUSTRIAL SERVICES INC.

Per: 

Name: Scott Longmuir

Title: President

I have the authority to bind the corporation.


signature of witness

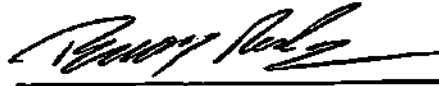

SCOTT LONGMUIR

[The Corporation's and the Guarantors' Signature Page To Loan Agreement]

IN WITNESS WHEREOF the Lender has executed this Agreement as of the date first written above.

BUFFALO RIVER DEVELOPMENT LP,
by its general partner, BUFFALO
RIVER ENTERPRISES CORP.

Per:



Name: Brad Darbyshire

Title: President and CEO

I have the authority to bind the corporation.

[The Lender's Signature Page To The Loan Agreement]

Schedule "A"
Permitted Encumbrances

The following liens and encumbrances shall be included in the defined term Permitted Encumbrances for the purposes of this Agreement:

All liens and encumbrances in favour of the Bank of Montreal, Olympia Trust Company, and Provida Financial Corporation, existing as of the 14th day of March 2024.

Such liens, encumbrances, and security interests as registered in Saskatchewan's Personal Property Registry as of the 14th of May 2024.

Schedule "B"
Business Locations

The following is a complete list of all premises from which the Corporation and Threeosix carry on business and indicates which of such premises are owned and which are leased:

Owned Premises:

602 48th Street East
Saskatoon, Saskatchewan
S7K 6K4

Leased Premises:

9205 37 Ave NW
Edmonton, Alberta
T6E 5K9

730, 407 2nd Street
Calgary, Alberta
T2P 2Y3

Schedule "C"
Use Of Proceeds

The Corporation shall use the proceeds of any Advance made by the Lender pursuant to Section 3.01 hereof for the following purposes only:

First Advance:

The Corporation covenants and agrees that it shall use first Advance, an amount equaling five hundred thousand dollars (\$500,000.00), which was provided by the Lender to the Corporation on the 8th of March 2024, or cause such Advance to be used, solely and exclusively to pay the following persons in relation to the business of Threeosix:

Vendor	08-Mar-24
BMO overdraft	158,037.27
DMS Inspection Services Ltd	36,713.57
Featherweight Fabrication Ltd	14,899.50
J Hinz Consulting Inc	28,378.40
L-MAG Welding Inc.	11,922.75
MyWorkForce	89,057.83
MyWorkForce (this week's commitment)	34,522.60
Nick's Mobile Welding Ltd.	5,040.00
Redbird Industrial Ltd.	10,207.16
Ritzright Management	1,139.25
Salco	100,032.36
Uncle Petes Mobile Welding	3,491.25
Total	<u>493,441.94</u>

Subsequent Advances:

The Corporation covenants and agrees that it shall use the subsequent Advances, being all Advances other than the Advance described above, or cause such Advances to be used, solely and exclusively to pay the following such persons and such payables as the Lender may consent, in its sole discretion, in writing.

This is Exhibit 'K' referred to in the Affidavit of
Tyrone Rutzki sworn before me this 4th
day of September, 2025.

GUARANTEE

**To: Buffalo River Development LP,
by its general partner,
Buffalo River Enterprises Corp.
201-728 Spadina Cr E
Saskatoon, Saskatchewan
S7K 3H2**


PAUL E. FEDOROFF

Being a Solicitor in the Province of Saskatchewan

IN CONSIDERATION of Buffalo River Development LP, by its general partner, Buffalo River Enterprises Corp. (the "Creditor") dealing with 102056994 Saskatchewan Ltd. (the "Debtor"), the undersigned hereby jointly and severally guarantees payment to the Creditor 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 Creditor from or by the Debtor or by any successor of the Debtor, whether arising from dealings between the Creditor and the Debtor or from other dealings or proceedings by which the Creditor may be or become in any manner whatever a creditor of the Debtor, wherever incurred and whether incurred by the Debtor 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 \$4,000,000.00 plus interest thereon at a rate of 12% per annum, 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 Creditor on the undersigned or any one of them, if more than one.

IT IS AGREED THAT no change in the name, objects, capital stock, ownership, control, or constitution of the Debtor shall in any way affect the liability of the undersigned with respect to transactions occurring either before or after any such change. If the Debtor amalgamates with one or more other corporations this Guarantee shall continue and apply to all debts and liabilities owing to the Creditor by the corporation continuing from the amalgamation. The Creditor shall not be required to inquire into or confirm the powers of the Debtor 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 Creditor 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 Debtor 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 Creditor 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 Creditor by the Debtor under any agreement entered into by the Debtor 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 Creditor harmless from any losses which may arise by virtue of any debts and liabilities stated to be owing to the Creditor by the Debtor under any agreement entered into by the Debtor 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 Creditor by the Debtor which would have been payable by the Debtor 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 Creditor and the Debtor.

IT IS FURTHER AGREED THAT the Creditor, 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 Debtor and all other persons (including any other undersigned and any other guarantor) and security, as the Creditor may see fit. No loss or diminution of any security received by the Creditor from the Debtor or others, whether the loss or diminution is due to the fault of the Creditor 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 Creditor from the Debtor or from any other person or estate capable of being applied by the Creditor in reduction of the debts and liabilities hereby guaranteed, shall be regarded for all purposes as payments in gross, and the Creditor shall be entitled to prove against the estate of the Debtor 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 Creditor in respect of any such proof until the Creditor 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 Creditor, including all costs, charges, and expenses which the Creditor may incur in enforcing or obtaining payment of amounts due to the Creditor from the Debtor either alone or in conjunction with any other person or otherwise howsoever, or attempting to do so. The Creditor shall not be obliged to seek recourse against the Debtor 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 Creditor 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 Creditor. 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 Creditor. 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 Creditor prior to the expiry of such 90-day period and also in respect of any contingent or future liabilities incurred to or by the Creditor 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 Debtor must be returned to the Debtor, or any successor or representative of the Debtor, for any reason (including the designation of such payment as a mistake or as a preference following the Bankruptcy of the Debtor), 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 Creditor purporting to show the amount at any particular time due and payable to the Creditor, 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 Creditor and is guaranteed hereby. Each of the executors, liquidators, administrators, and legal representatives of the undersigned shall immediately give notice in writing to the Creditor of the death of such undersigned.

THIS CONTRACT shall be construed in accordance with the laws of the Province of Saskatchewan 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 Creditor 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 Debtor to the undersigned are hereby assigned (to the extent permitted by applicable law) to the Creditor and postponed to the debts and liabilities of the Debtor to the Creditor and all such amounts paid to the undersigned or its assigns shall be received on behalf of and in trust for the Creditor and shall immediately be paid over to the Creditor.

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 Creditor.

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 Creditor under applicable law, that the Creditor may apply any amounts owing to, or sum standing to the credit of, the undersigned with any office, branch, subsidiary, or affiliate of the Creditor to the payment when due of any amount owing by the undersigned hereunder. For this purpose, the Creditor may convert any such amount or sum into the currency of the amount owing hereunder at a rate of exchange at which the Creditor 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 Debtor.

THE UNDERSIGNED acknowledges and agrees that the Creditor may make a claim or demand payment hereunder notwithstanding any limitation period regarding such claim or demand set forth in *The Limitations Act*, S.S. 2004, c. L-16.1 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 *The Limitations Act*, S.S. 2004, c. L-16.1.

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.

DATED: this 7 day of ^{April} March 2024.

LONGROAD CONSULTING LIMITED

Per: 

Name: Scott Longmuir

Title: President

I have the authority to bind the corporation.

GUARANTEE

**To: Buffalo River Development LP,
by its general partner,
Buffalo River Enterprises Corp.
201-728 Spadina Cr E
Saskatoon, Saskatchewan
S7K 3H2**

IN CONSIDERATION of Buffalo River Development LP, by its general partner, Buffalo River Enterprises Corp. (the "Creditor") dealing with 102056994 Saskatchewan Ltd. (the "Debtor"), the undersigned hereby jointly and severally guarantees payment to the Creditor 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 Creditor from or by the Debtor or by any successor of the Debtor, whether arising from dealings between the Creditor and the Debtor or from other dealings or proceedings by which the Creditor may be or become in any manner whatever a creditor of the Debtor, wherever incurred and whether incurred by the Debtor 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 \$4,000,000.00 plus interest thereon at a rate of 12% per annum, 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 Creditor on the undersigned or any one of them, if more than one.

IT IS AGREED THAT no change in the name, objects, capital stock, ownership, control, or constitution of the Debtor shall in any way affect the liability of the undersigned with respect to transactions occurring either before or after any such change. If the Debtor amalgamates with one or more other corporations this Guarantee shall continue and apply to all debts and liabilities owing to the Creditor by the corporation continuing from the amalgamation. The Creditor shall not be required to inquire into or confirm the powers of the Debtor 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 Creditor 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 Debtor 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 Creditor 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 Creditor by the Debtor under any agreement entered into by the Debtor 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 Creditor harmless from any losses which may arise by virtue of any debts and liabilities stated to be owing to the Creditor by the Debtor under any agreement entered into by the Debtor 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 Creditor by the Debtor which would have been payable by the Debtor 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 Creditor and the Debtor.

IT IS FURTHER AGREED THAT the Creditor, 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 Debtor and all other persons (including any other undersigned and any other guarantor) and security, as the Creditor may see fit. No loss or diminution of any security received by the Creditor from the Debtor or others, whether the loss or diminution is due to the fault of the Creditor 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 Creditor from the Debtor or from any other person or estate capable of being applied by the Creditor in reduction of the debts and liabilities hereby guaranteed, shall be regarded for all purposes as payments in gross, and the Creditor shall be entitled to prove against the estate of the Debtor 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 Creditor in respect of any such proof until the Creditor 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 Creditor, including all costs, charges, and expenses which the Creditor may incur in enforcing or obtaining payment of amounts due to the Creditor from the Debtor either alone or in conjunction with any other person or otherwise howsoever, or attempting to do so. The Creditor shall not be obliged to seek recourse against the Debtor 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 Creditor 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 Creditor. 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 Creditor. 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 Creditor prior to the expiry of such 90-day period and also in respect of any contingent or future liabilities incurred to or by the Creditor 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 Debtor must be returned to the Debtor, or any successor or representative of the Debtor, for any reason (including the designation of such payment as a mistake or as a preference following the Bankruptcy of the Debtor), 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 Creditor purporting to show the amount at any particular time due and payable to the Creditor, 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 Creditor and is guaranteed hereby. Each of the executors, liquidators, administrators, and legal representatives of the undersigned shall immediately give notice in writing to the Creditor of the death of such undersigned.

THIS CONTRACT shall be construed in accordance with the laws of the Province of Saskatchewan 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 Creditor 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 Debtor to the undersigned are hereby assigned (to the extent permitted by applicable law) to the Creditor and postponed to the debts and liabilities of the Debtor to the Creditor and all such amounts paid to the undersigned or its assigns shall be received on behalf of and in trust for the Creditor and shall immediately be paid over to the Creditor.

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 Creditor.

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 Creditor under applicable law, that the Creditor may apply any amounts owing to, or sum standing to the credit of, the undersigned with any office, branch, subsidiary, or affiliate of the Creditor to the payment when due of any amount owing by the undersigned hereunder. For this purpose, the Creditor may convert any such amount or sum into the currency of the amount owing hereunder at a rate of exchange at which the Creditor 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 Debtor.

THE UNDERSIGNED acknowledges and agrees that the Creditor may make a claim or demand payment hereunder notwithstanding any limitation period regarding such claim or demand set forth in *The Limitations Act*, S.S. 2004, c. L-16.1 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 *The Limitations Act*, S.S. 2004, c. L-16.1.

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.

DATED: this 9th day of March 2024.


signature of witness


SCOTT LONGMUIR

CANADA)
)
 PROVINCE OF SASKATCHEWAN)
)
 TO WIT:)

AFFIDAVIT OF EXECUTION

I, Trent Kueh, of the City of Saskatoon, in the Province of Saskatchewan, MAKE OATH AND SAY AS FOLLOWS:

1. That I was personally present and did see SCOTT LONGMUIR, named in the within document, who is personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein.
2. That the same was executed at the City of Saskatoon, in the Province of Saskatchewan, and that I am the subscribing witness thereto.
3. That I know the said SCOTT LONGMUIR and he is in my belief eighteen years or more.

SWORN BEFORE ME at the City of)
 Saskatoon, in the Province of)
 this 9 day of March 2024)
[Signature])
 A Commissioner for Oaths)
 In and for the Province of Saskatchewan)
 My Commission expires)
 or Being a Solicitor)

[Signature]

GUARANTEE

**To: Buffalo River Development LP,
by its general partner,
Buffalo River Enterprises Corp.
201-728 Spadina Cr E
Saskatoon, Saskatchewan
S7K 3H2**

IN CONSIDERATION of Buffalo River Development LP, by its general partner, Buffalo River Enterprises Corp. (the "Creditor") dealing with 102056994 Saskatchewan Ltd. (the "Debtor"), the undersigned hereby jointly and severally guarantees payment to the Creditor 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 Creditor from or by the Debtor or by any successor of the Debtor, whether arising from dealings between the Creditor and the Debtor or from other dealings or proceedings by which the Creditor may be or become in any manner whatever a creditor of the Debtor, wherever incurred and whether incurred by the Debtor 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 \$4,000,000.00 plus interest thereon at a rate of 12% per annum, 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 Creditor on the undersigned or any one of them, if more than one.

IT IS AGREED THAT no change in the name, objects, capital stock, ownership, control, or constitution of the Debtor shall in any way affect the liability of the undersigned with respect to transactions occurring either before or after any such change. If the Debtor amalgamates with one or more other corporations this Guarantee shall continue and apply to all debts and liabilities owing to the Creditor by the corporation continuing from the amalgamation. The Creditor shall not be required to inquire into or confirm the powers of the Debtor 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 Creditor 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 Debtor 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 Creditor 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 Creditor by the Debtor under any agreement entered into by the Debtor 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 Creditor harmless from any losses which may arise by virtue of any debts and liabilities stated to be owing to the Creditor by the Debtor under any agreement entered into by the Debtor 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 Creditor by the Debtor which would have been payable by the Debtor 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 Creditor and the Debtor.

IT IS FURTHER AGREED THAT the Creditor, 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 Debtor and all other persons (including any other undersigned and any other guarantor) and security, as the Creditor may see fit. No loss or diminution of any security received by the Creditor from the Debtor or others, whether the loss or diminution is due to the fault of the Creditor 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 Creditor from the Debtor or from any other person or estate capable of being applied by the Creditor in reduction of the debts and liabilities hereby guaranteed, shall be regarded for all purposes as payments in gross, and the Creditor shall be entitled to prove against the estate of the Debtor 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 Creditor in respect of any such proof until the Creditor 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 Creditor, including all costs, charges, and expenses which the Creditor may incur in enforcing or obtaining payment of amounts due to the Creditor from the Debtor either alone or in conjunction with any other person or otherwise howsoever, or attempting to do so. The Creditor shall not be obliged to seek recourse against the Debtor 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 Creditor 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 Creditor. 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 Creditor. 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 Creditor prior to the expiry of such 90-day period and also in respect of any contingent or future liabilities incurred to or by the Creditor 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 Debtor must be returned to the Debtor, or any successor or representative of the Debtor, for any reason (including the designation of such payment as a mistake or as a preference following the Bankruptcy of the Debtor), 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 Creditor purporting to show the amount at any particular time due and payable to the Creditor, 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 Creditor and is guaranteed hereby. Each of the executors, liquidators, administrators, and legal representatives of the undersigned shall immediately give notice in writing to the Creditor of the death of such undersigned.

THIS CONTRACT shall be construed in accordance with the laws of the Province of Saskatchewan 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 Creditor 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 Debtor to the undersigned are hereby assigned (to the extent permitted by applicable law) to the Creditor and postponed to the debts and liabilities of the Debtor to the Creditor and all such amounts paid to the undersigned or its assigns shall be received on behalf of and in trust for the Creditor and shall immediately be paid over to the Creditor.

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 Creditor.

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 Creditor under applicable law, that the Creditor may apply any amounts owing to, or sum standing to the credit of, the undersigned with any office, branch, subsidiary, or affiliate of the Creditor to the payment when due of any amount owing by the undersigned hereunder. For this purpose, the Creditor may convert any such amount or sum into the currency of the amount owing hereunder at a rate of exchange at which the Creditor could purchase the relevant currency on the relevant date acting in good faith.

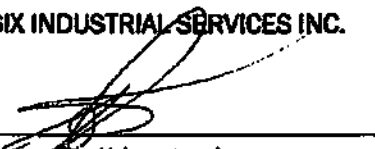
THIS GUARANTEE shall remain in effect notwithstanding any change in the circumstances having led the undersigned to execute this Guarantee and notwithstanding the termination of or a change in the office or duties of such undersigned or in any relationship between such undersigned and the Debtor.

THE UNDERSIGNED acknowledges and agrees that the Creditor may make a claim or demand payment hereunder notwithstanding any limitation period regarding such claim or demand set forth in *The Limitations Act*, S.S. 2004, c. L-16.1 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 *The Limitations Act*, S.S. 2004, c. L-16.1.

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.

DATED: this 9 day of ^{April} March 2024.

THREEOSIX INDUSTRIAL SERVICES INC.

Per: 

Name: Scott Longmuir

Title: President

I have the authority to bind the corporation.



PAUL E. FEDOROFF
Being a Solicitor in the Province of Saskatchewan

SECURITY AGREEMENT

CANADA)
)
PROVINCE OF SASKATCHEWAN)

Longroad Consulting Limited (hereinafter called the "Company"), for value received, hereby covenants with Buffalo River Development LP, by its general partner, Buffalo River Enterprises Corp. (hereinafter called the "Lender"), as follows:

1. This agreement provides for and secures an advance of the sum of \$4,000,000.00, in lawful money of Canada, to 102056994 Saskatchewan Ltd. (the "Debtor"), as guaranteed by the Company, to be repaid to the Lender together with interest from the date hereof at the rate of 12% per annum, calculated monthly, not in advance, as well as after as before maturity and both before and after default, compounded monthly from the due date of such interest, and further secures all future advances made by the Lender to the Debtor, and all other obligations of the Debtor and the Company to the Lender, direct or indirect, absolute or contingent, joint or several, due or to become due, whether now existing or hereafter arising and whether arising under this agreement or any extension or modification thereof, or under any other agreement between the parties and without limiting the generality of the foregoing, secures any money spent by the Lender in acquiring, perfecting, defending or enforcing the security interests, liens or charges provided for herein and in ensuring or otherwise perfecting the Lender's interest in the collateral described herein.
2. As security for the payment and discharge of such principal sum and interest of this agreement and all other monies which may from time to time be owing hereunder and the performance of the covenants herein contained and in any other collateral securities held by the Lender the Company hereby grants to the Lender a security interest in all of the Company's undertakings and all its personal property and assets for the time being, both present and future, of whatsoever nature and kind and wheresoever situate and, without in any way limiting the generality of the foregoing, the undertaking, property and assets referred to above shall include all the Company's present and future goodwill, trademarks, inventions, processes, patents and patent rights, franchises, privileges, benefits, immunities, materials, supplies, inventories, furniture, implements, rents revenues, incomes, monies, contracts, client lists, client records, client files, agreements, leases, licenses, credits, book debts, accounts receivable, negotiable and non-negotiable instruments, judgements, securities, choses in action, unpaid capital and all other property and things of value of every kind and nature, tangible and intangible, legal or equitable, which the Company may be possessed of or entitled to or which may hereafter be acquired by the Company.
3. The security interest created by this agreement attaches when:

(a) value has been given; and

(b) the Company has rights in the personal property in which it has granted a security interest; and

(c) the Company has signed this security agreement;

4. The Company may, in the ordinary course of its business, process, sell or lease its inventory, including the right to use and consume any raw materials or supplies, the use and consumption of which is necessary in order to carry on the Company's business, and may, in the ordinary course of its business, pay its creditors and sell instruments and securities.

5. The Company does not have the power, except with the written consent of the Lender, to create, grant or allow the taking of any other security interest ranking in priority to or *pari passu* with this security agreement, except that on the purchase after the date hereof of any property the Company may, at the time of purchase, allow the taking of or grant a security interest in the property purchased for the purpose of raising or securing the whole or part of the purchase money. The Company does not have the power, except with the written consent of the Lender, to grant, sell or otherwise assign its chattel paper.

6. The Company hereby covenants with the Lender that during the continuance of this agreement, the Company:

(a) will carry on and continuously conduct its business in an efficient manner and to maintain and repair and keep in repair and good working order and condition the property secured by this agreement;

(b) will not, without the prior written constant of the Lender;

(i) declare or pay any dividends on any of its share capital;

(ii) make capital expenditures in excess of one hundred thousand dollars (\$100,000.00) in any one year;

(iii) make capital expenditures or pay on capital account any amount at all if the Company is in default under this agreement;

(iv) become guarantor of any obligation or become endorser in respect of any obligation or otherwise become liable upon any note or obligation other than in the ordinary course of the Company's business, unless the obligation or note is in favour of the Lender;

- (v) reduce its share capital or make any distribution of assets upon or redeem, purchase, or otherwise retire or pay off any shares of its present or future capital stock;
 - (vi) lend any amount to shareholders, directors or any other persons, firms, or corporations other than in the normal course of the Company's business;
- (c) will keep all of its property of an insurable nature insured to the full value thereof, with a reputable insurance office against loss or damage by fire, lightning, burglary or theft and such other risks as the Lender may from time to time reasonably specify and the Company will produce the last receipts for such insurance to the Lender for inspection on demand;
- (d) will permit the Lender, by its officers or authorized agent at any time and from time to time, to enter the Company's premises and to inspect the plant, machinery, equipment, goods and chattels and the operation thereof;
- (e) will keep proper books of account and records covering all its business and affairs, and to permit the Lender by its officers or authorized agent from time to time to inspect the Company's books of account and records and to make extracts therefrom;
- (f) will furnish annually to the Lender within 120 days of the close of the Company's fiscal year, a detailed copy of the report of the Company's independent auditors, complete with detailed balance sheets, profit and loss statements and supporting schedules, and in addition, to furnish to the Lender on request, quarterly commencing with the current period, signed copies of the Company's balance sheet and profit and loss statement covering each three months accounting period of the Company;
- (g) will pay promptly when due all taxes, license fees, assessments, or other charges upon or with respect to the property secured by this agreement;
- (h) will retain all money collected or received in respect of accounts, chattel paper, instruments, intangibles, choses in action or rights to payment whether collected or received before or after default as trustee for the Lender and shall account to and pay over such sums to the Lender upon demand;
- (i) will save the Lender harmless from all liability and damages of whatsoever nature which may be incurred in connection with the use and operation of this agreement.
7. Subject to the rights of any prior secured creditors, at the option of the Lender and at any time without notice, the Lender may, but shall not be obligated to:
- (a) discharge taxes, liens, or interest on collateral;

- (b) perform or cause to be performed for and on behalf of the Company any action, condition, obligation, or covenant that the Company fails or refuses to perform;
- (c) pay for the repair, maintenance, and preservation of collateral;
- (d) collect by legal proceedings or otherwise, endorse, receive, and receipt for all dividends, interest, principal payments, and other sums now or hereafter payable on or on account of collateral;
- (e) enter into any extension, reorganization, deposit merger, or consolidation agreement, or any agreement in any way relating to or affecting collateral and in connection therewith may deposit or surrender control of such collateral thereunder, accept other property in exchange for collateral and duly perform such acts as it may deem proper; any money or property received in exchange for collateral shall be applied to the indebtedness or thereafter held by the Lender pursuant to the provision of this agreement;
- (f) make any compromise or settlement it deems desirable or proper with reference to collateral;
- (g) insure, process, and preserve collateral;
- (h) cause collateral to be transferred to its name and the name of the nominee;
- (i) exercise as to collateral all the rights, powers, and remedies of an owner.

All advances, charges and expenses, including solicitors' fees, incurred or paid by the Lender in exercising any right, power or remedy confirmed by this agreement, or any enforcement thereof, shall become a part of the indebtedness secured by this agreement and shall be paid to the Lender by the Company immediately and until repaid shall be added to the debt hereby secured which shall be charged upon the security and shall bear interest at the same rate from the date of such payment.

8. The principal, interest and other monies hereby secured shall, at the option of the Lender, immediately become due and payable, whether with or without prior demand therefor, and the security hereby constituted shall immediately become enforceable in each and every event following:
 - (a) if the Company makes default in payment when due of any indebtedness or liability to the Lender, whether secured hereby or not;
 - (b) if the Company makes default in the observance or performance of something required to be done by the Company in this agreement or in any other collateral security held by

the Lender, or some covenant or condition required to be observed or performed in this agreement or in any other collateral security held by the Lender;

- (c) if an order is made or an effective resolution passed for the winding-up of the Company or if a petition is filed for the winding-up of the Company;
- (d) if the Company becomes insolvent or makes a general assignment for the benefit of its creditors or otherwise acknowledges its insolvency or if a Bankruptcy petition or receiving order is filed or made against the Company;
- (e) if any execution or any other process of any court becomes enforceable against the Company or if a distress or analogous process is levied upon the property of the Company or any part thereof, or if a secured party takes possession of the property and assets of the Company or any part thereof;
- (f) if the Company ceases or threatens to cease to carry on its business or makes a bulk sale of its assets, or if the Company commits or threatens to commit any act of Bankruptcy;
- (g) if the Company shall permit any sum which has been admitted as due by the Company or is not disputed to be due by it and which forms or is capable of being made a charge upon any of the property subject to the security interest created by this agreement to remain unpaid for fifteen days after proceedings have been taken to enforce the same as such prior charge;
- (h) if any other secured party takes possession of or a receiver is appointed over any part of the assets of the Company;
- (i) if the Lender deems itself insecure or decides that the collateral is in jeopardy, provided that the Lender has reasonable grounds to believe that the prospect of payment is or is about to be impaired or that the collateral is or is about to be placed in jeopardy;
- (j) if the Company makes a statement, representation or warranty to the Lender which proves to be, at the time it was made or deemed made, either incorrect, incomplete, or inaccurate, whether or not contained in this security agreement;
- (k) if any event shall occur or fail to occur which, either singly or in the aggregate, would reasonably be expected to have a material adverse effect (i) on the business, assets, results of operations, prospects or condition (financial or otherwise) of the Company, (ii) on the ability of the Company to discharge any of its obligations toward the Lender, or (iii) on the validity or enforceability of the rights, remedies or recourses of the Lender under this security agreement or any other documentation relating to the obligations secured hereunder.

9. On default, and at any time thereafter:

- (a) The Lender may proceed to enforce payment and exercise any and all of the rights and remedies of the Lender provided in Part V of *The Personal Property Security Act, 1993*, S.S. 1993, c. P-6.2, as well as any and all other rights and remedies possessed by the Lender;**
- (b) The Lender may take possession of all real property and fixtures and sell the same at such price and upon such terms as the Lender in its sole discretion may determine and the proceeds of such sale, less all costs and expenses of the Lender, including costs as between solicitors and client, shall be applied on the monies owing hereunder;**
- (c) For purposes of removal and possession of the collateral, the Lender or its representatives may enter any premises of the Company at any time without legal process, and the Company hereby waives and releases the Lender of and from any and all claims in connection therewith or arising therefrom;**
- (d) The Lender may appoint by instrument in writing a receiver (which term shall include a receiver and a receiver/manager) of the collateral or any part thereof upon such terms as to remuneration and otherwise as the Lender shall think fit and may from time to time remove any receiver so appointed and appoint another in his stead and the receiver so appointed shall be the agent of the Company and the Company shall be responsible for such receiver's acts and defaults and for his remuneration, costs, charges and expenses to the conclusion of liability on the part of the Lender.**

10. A receiver appointed pursuant to clause 10 shall be entitled to exercise all rights conferred by the *Business Corporations Act, 2021*, S.S. 2021, c. 6, and *The Personal Property Security Act, 1993*, S.S. 1993, c. P-6.2, and by way of addition to and without limiting those rights, such receiver shall have the right and power:

- (a) to take possession of and get into collateral;**
- (b) to make and effect all such repairs, improvements, and insurances as he shall think fit and renew such of the plant machinery and any other effects of the Company whatsoever as shall be worn out, lost, or otherwise become unserviceable;**
- (c) to appoint managers, accountants, servants, workmen and agents for the aforesaid purposes upon such terms as to remuneration or otherwise as the receiver may determine;**
- (d) to carry on or concur in carrying on the business of the Company or any part thereof and may exercise all powers herein conferred upon the Lender and for this purpose to**

borrow money on the collateral, with written consent of the Lender, in priority to this agreement or otherwise;

(e) to make any arrangement or compromise which he shall think expedient in the interests of the Lender;

(f) to exercise any powers conferred or delegated by the Lender;

(g) to do all such other acts and things as may be considered to be incidental or conducive to any of the matters and powers aforesaid and which the receiver may or can lawfully do as agent for the Company.

11. The Company shall assume and agrees to pay when rendered all fees and disbursements of the solicitors for the Lender in connection with the preparation and registration of this Agreement and of all other securities executed and delivered to the Lender in connection with the loan agreement between the parties hereto, and other work relevant thereto.

12. The Company shall do all such acts and things and shall execute all such assurances and instruments as the Lender, or any receiver appointed hereunder shall reasonably require and the Company hereby irrevocably appoints the General Manager, whoever that may be, of the Lender and any receiver appointed hereunder to be the lawful attorney of the Company to do any act or thing and to execute any assurance or instrument in the exercise of the powers hereby conferred upon him or which the Company ought to do or execute hereunder and to exercise all the powers of the Company in carrying out or effecting any of the powers hereby conferred upon him.

13. In case the sum of money realized under any sale is not sufficient to pay the whole amount of any principal, interest, costs, charges, and expenses according to the provisions of this agreement, the Company shall and will forthwith pay or cause to be paid unto the Lender all such deficiencies.

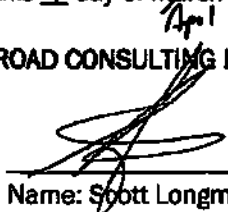
14. The Lender may waive any breach by the Company of any of the provisions contained in this Agreement or any default by the Company in the observance or performance of any covenant or condition required to be observed or performed by the Company under the terms of this Agreement; provided that such waiver shall apply only to the particular default waived and shall not operate as a waiver of any other or future default. Further, no delay or omission upon the part of the Lender to exercise any right or power hereunder shall impair such right or power or be considered to be a waiver of any default or any acquiescence thereunder.

15. All monies received by the Company in connection with any indebtedness and liability of the Company to the Lender or by its assigns shall be received as trustee for the Lender and shall be paid over to the Lender.

16. This agreement is a continuing security for the general balance owing at any time by the Company to the Lender and the security hereby constituted is in addition to, and not in substitution for, any other security now or hereafter held by the Lender and the giving and taking of this agreement shall in no way merge or affect any other security, including promissory notes that may have been, or that may be given in respect of the said sum secured by the security agreement or any part thereof and all rights or remedies of the Lender are cumulative.
17. The Company agrees that *The Land Contracts (Actions) Act*, 2018, S.S. 2018, c. L-3.001 shall have no application to an action (as defined in the said Act) with respect to any mortgage granted or created under the terms hereof. The Company further covenants and agrees that *The Limitation of Civil Rights Act*, R.S.S. 1978, c. L-16 shall have no application to this agreement or to any agreement or instrument renewing or extending or collateral to this agreement or to any security taken by the Lender to secure payment of the principal sum, interest or any other monies owing from time to time hereunder.
18. The definition of terms used in this agreement which are defined in *The Personal Property Security Act*, 1993, S.S. 1993, c. P-6.2 have the meaning respectively ascribed to them in that Act and in this agreement expressly or by implication. Wherever in this agreement the word collateral appears, it is deemed to be a reference to the collateral as a whole or any part thereof. This agreement shall be governed by the laws of the Province of Saskatchewan.
19. This agreement and all of its provisions shall enure to the benefit of the Lender, its successors, and assigns, and shall be binding upon the Company, its successors, and assigns.
20. The Company waives the right to receive any financing statement or financing change statement registered by the Lender and any confirmation of registration or verification statement issued.
21. The Company acknowledges receipt of a copy of this Agreement.

[Signature Page To Security Agreement To Follow]

IN WITNESS WHEREOF the Company has hereunto caused its corporate seal to be affixed,
duly attested by its proper officers in that behalf this 9 day of March 2024.


LONGROAD CONSULTING LIMITED

Per: _____

Name: Scott Longmuir

Title: President

I have the authority to bind the corporation.

[Signature Page To Security Agreement]

SECURITY AGREEMENT

CANADA)
)
PROVINCE OF SASKATCHEWAN)

Threesix Industrial Services Inc. (hereinafter called the "Company"), for value received, hereby covenants with Buffalo River Development LP, by its general partner, Buffalo River Enterprises Corp. (hereinafter called the "Lender"), as follows:

1. This agreement provides for and secures an advance of the sum of \$4,000,000.00, in lawful money of Canada, to 102056994 Saskatchewan Ltd. (the "Debtor"), as guaranteed by the Company, to be repaid to the Lender together with interest from the date hereof at the rate of 12% per annum, calculated monthly, not in advance, as well as after as before maturity and both before and after default, compounded monthly from the due date of such interest, and further secures all future advances made by the Lender to the Debtor, and all other obligations of the Debtor and the Company to the Lender, direct or indirect, absolute or contingent, joint or several, due or to become due, whether now existing or hereafter arising and whether arising under this agreement or any extension or modification thereof, or under any other agreement between the parties and without limiting the generality of the foregoing, secures any money spent by the Lender in acquiring, perfecting, defending or enforcing the security interests, liens or charges provided for herein and in ensuring or otherwise perfecting the Lender's interest in the collateral described herein.
2. As security for the payment and discharge of such principal sum and interest of this agreement and all other monies which may from time to time be owing hereunder and the performance of the covenants herein contained and in any other collateral securities held by the Lender the Company hereby grants to the Lender a security interest in all of the Company's undertakings and all its personal property and assets for the time being, both present and future, of whatsoever nature and kind and wheresoever situate and, without in any way limiting the generality of the foregoing, the undertaking, property and assets referred to above shall include all the Company's present and future goodwill, trademarks, inventions, processes, patents and patent rights, franchises, privileges, benefits, immunities, materials, supplies, inventories, furniture, implements, rents revenues, incomes, monies, contracts, client lists, client records, client files, agreements, leases, licenses, credits, book debts, accounts receivable, negotiable and non-negotiable instruments, judgements, securities, choses in action, unpaid capital and all other property and things of value of every kind and nature, tangible and intangible, legal or equitable, which the Company may be possessed of or entitled to or which may hereafter be acquired by the Company.
3. The security interest created by this agreement attaches when:

- (a) value has been given; and
 - (b) the Company has rights in the personal property in which it has granted a security interest; and
 - (c) the Company has signed this security agreement;
4. The Company may, in the ordinary course of its business, process, sell or lease its inventory, including the right to use and consume any raw materials or supplies, the use and consumption of which is necessary in order to carry on the Company's business, and may, in the ordinary course of its business, pay its creditors and sell instruments and securities.
 5. The Company does not have the power, except with the written consent of the Lender, to create, grant or allow the taking of any other security interest ranking in priority to or *pari passu* with this security agreement, except that on the purchase after the date hereof of any property the Company may, at the time of purchase, allow the taking of or grant a security interest in the property purchased for the purpose of raising or securing the whole or part of the purchase money. The Company does not have the power, except with the written consent of the Lender, to grant, sell or otherwise assign its chattel paper.
 6. The Company hereby covenants with the Lender that during the continuance of this agreement, the Company:
 - (a) will carry on and continuously conduct its business in an efficient manner and to maintain and repair and keep in repair and good working order and condition the property secured by this agreement;
 - (b) will not, without the prior written constant of the Lender;
 - (i) declare or pay any dividends on any of its share capital;
 - (ii) make capital expenditures in excess of one hundred thousand dollars (\$100,000.00) in any one year;
 - (iii) make capital expenditures or pay on capital account any amount at all if the Company is in default under this agreement;
 - (iv) become guarantor of any obligation or become endorser in respect of any obligation or otherwise become liable upon any note or obligation other than in the ordinary course of the Company's business, unless the obligation or note is in favour of the Lender;

- (v) reduce its share capital or make any distribution of assets upon or redeem, purchase, or otherwise retire or pay off any shares of its present or future capital stock;
 - (vi) lend any amount to shareholders, directors or any other persons, firms, or corporations other than in the normal course of the Company's business;
 - (c) will keep all of its property of an insurable nature insured to the full value thereof, with a reputable insurance office against loss or damage by fire, lightning, burglary or theft and such other risks as the Lender may from time to time reasonably specify and the Company will produce the last receipts for such insurance to the Lender for inspection on demand;
 - (d) will permit the Lender, by its officers or authorized agent at any time and from time to time, to enter the Company's premises and to inspect the plant, machinery, equipment, goods and chattels and the operation thereof;
 - (e) will keep proper books of account and records covering all its business and affairs, and to permit the Lender by its officers or authorized agent from time to time to inspect the Company's books of account and records and to make extracts therefrom;
 - (f) will furnish annually to the Lender within 120 days of the close of the Company's fiscal year, a detailed copy of the report of the Company's independent auditors, complete with detailed balance sheets, profit and loss statements and supporting schedules, and in addition, to furnish to the Lender on request, quarterly commencing with the current period, signed copies of the Company's balance sheet and profit and loss statement covering each three months accounting period of the Company;
 - (g) will pay promptly when due all taxes, license fees, assessments, or other charges upon or with respect to the property secured by this agreement;
 - (h) will retain all money collected or received in respect of accounts, chattel paper, instruments, intangibles, choses in action or rights to payment whether collected or received before or after default as trustee for the Lender and shall account to and pay over such sums to the Lender upon demand;
 - (i) will save the Lender harmless from all liability and damages of whatsoever nature which may be incurred in connection with the use and operation of this agreement.
7. Subject to the rights of any prior secured creditors, at the option of the Lender and at any time without notice, the Lender may, but shall not be obligated to:
- (a) discharge taxes, liens, or interest on collateral;

- (b) perform or cause to be performed for and on behalf of the Company any action, condition, obligation, or covenant that the Company fails or refuses to perform;
- (c) pay for the repair, maintenance, and preservation of collateral;
- (d) collect by legal proceedings or otherwise, endorse, receive, and receipt for all dividends, interest, principal payments, and other sums now or hereafter payable on or on account of collateral;
- (e) enter into any extension, reorganization, deposit merger, or consolidation agreement, or any agreement in any way relating to or affecting collateral and in connection therewith may deposit or surrender control of such collateral thereunder, accept other property in exchange for collateral and duly perform such acts as it may deem proper; any money or property received in exchange for collateral shall be applied to the indebtedness or thereafter held by the Lender pursuant to the provision of this agreement;
- (f) make any compromise or settlement it deems desirable or proper with reference to collateral;
- (g) insure, process, and preserve collateral;
- (h) cause collateral to be transferred to its name and the name of the nominee;
- (i) exercise as to collateral all the rights, powers, and remedies of an owner.

All advances, charges and expenses, including solicitors' fees, incurred or paid by the Lender in exercising any right, power or remedy confirmed by this agreement, or any enforcement thereof, shall become a part of the indebtedness secured by this agreement and shall be paid to the Lender by the Company immediately and until repaid shall be added to the debt hereby secured which shall be charged upon the security and shall bear interest at the same rate from the date of such payment.

8. The principal, interest and other monies hereby secured shall, at the option of the Lender, immediately become due and payable, whether with or without prior demand therefor, and the security hereby constituted shall immediately become enforceable in each and every event following:
 - (a) if the Company makes default in payment when due of any indebtedness or liability to the Lender, whether secured hereby or not;
 - (b) if the Company makes default in the observance or performance of something required to be done by the Company in this agreement or in any other collateral security held by

the Lender, or some covenant or condition required to be observed or performed in this agreement or in any other collateral security held by the Lender;

- (c) if an order is made or an effective resolution passed for the winding-up of the Company or if a petition is filed for the winding-up of the Company;
- (d) if the Company becomes insolvent or makes a general assignment for the benefit of its creditors or otherwise acknowledges its insolvency or if a Bankruptcy petition or receiving order is filed or made against the Company;
- (e) if any execution or any other process of any court becomes enforceable against the Company or if a distress or analogous process is levied upon the property of the Company or any part thereof, or if a secured party takes possession of the property and assets of the Company or any part thereof;
- (f) if the Company ceases or threatens to cease to carry on its business or makes a bulk sale of its assets, or if the Company commits or threatens to commit any act of Bankruptcy;
- (g) if the Company shall permit any sum which has been admitted as due by the Company or is not disputed to be due by it and which forms or is capable of being made a charge upon any of the property subject to the security interest created by this agreement to remain unpaid for fifteen days after proceedings have been taken to enforce the same as such prior charge;
- (h) if any other secured party takes possession of or a receiver is appointed over any part of the assets of the Company;
- (i) if the Lender deems itself insecure or decides that the collateral is in jeopardy, provided that the Lender has reasonable grounds to believe that the prospect of payment is or is about to be impaired or that the collateral is or is about to be placed in jeopardy;
- (j) if the Company makes a statement, representation or warranty to the Lender which proves to be, at the time it was made or deemed made, either incorrect, incomplete, or inaccurate, whether or not contained in this security agreement;
- (k) if any event shall occur or fail to occur which, either singly or in the aggregate, would reasonably be expected to have a material adverse effect (i) on the business, assets, results of operations, prospects or condition (financial or otherwise) of the Company, (ii) on the ability of the Company to discharge any of its obligations toward the Lender, or (iii) on the validity or enforceability of the rights, remedies or recourses of the Lender under this security agreement or any other documentation relating to the obligations secured hereunder.

9. On default, and at any time thereafter:

- (a) The Lender may proceed to enforce payment and exercise any and all of the rights and remedies of the Lender provided in Part V of *The Personal Property Security Act, 1993*, S.S. 1993, c. P-6.2, as well as any and all other rights and remedies possessed by the Lender;
- (b) The Lender may take possession of all real property and fixtures and sell the same at such price and upon such terms as the Lender in its sole discretion may determine and the proceeds of such sale, less all costs and expenses of the Lender, including costs as between solicitors and client, shall be applied on the monies owing hereunder;
- (c) For purposes of removal and possession of the collateral, the Lender or its representatives may enter any premises of the Company at any time without legal process, and the Company hereby waives and releases the Lender of and from any and all claims in connection therewith or arising therefrom;
- (d) The Lender may appoint by instrument in writing a receiver (which term shall include a receiver and a receiver/manager) of the collateral or any part thereof upon such terms as to remuneration and otherwise as the Lender shall think fit and may from time to time remove any receiver so appointed and appoint another in his stead and the receiver so appointed shall be the agent of the Company and the Company shall be responsible for such receiver's acts and defaults and for his remuneration, costs, charges and expenses to the conclusion of liability on the part of the Lender.

10. A receiver appointed pursuant to clause 10 shall be entitled to exercise all rights conferred by the *Business Corporations Act, 2021*, S.S. 2021, c. 6, and *The Personal Property Security Act, 1993*, S.S. 1993, c. P-6.2, and by way of addition to and without limiting those rights, such receiver shall have the right and power:

- (a) to take possession of and get into collateral;
- (b) to make and effect all such repairs, improvements, and insurances as he shall think fit and renew such of the plant machinery and any other effects of the Company whatsoever as shall be worn out, lost, or otherwise become unserviceable;
- (c) to appoint managers, accountants, servants, workmen and agents for the aforesaid purposes upon such terms as to remuneration or otherwise as the receiver may determine;
- (d) to carry on or concur in carrying on the business of the Company or any part thereof and may exercise all powers herein conferred upon the Lender and for this purpose to

borrow money on the collateral, with written consent of the Lender, in priority to this agreement or otherwise;

- (e) to make any arrangement or compromise which he shall think expedient in the interests of the Lender;
 - (f) to exercise any powers conferred or delegated by the Lender;
 - (g) to do all such other acts and things as may be considered to be incidental or conducive to any of the matters and powers aforesaid and which the receiver may or can lawfully do as agent for the Company.
11. The Company shall assume and agrees to pay when rendered all fees and disbursements of the solicitors for the Lender in connection with the preparation and registration of this Agreement and of all other securities executed and delivered to the Lender in connection with the loan agreement between the parties hereto, and other work relevant thereto.
12. The Company shall do all such acts and things and shall execute all such assurances and instruments as the Lender, or any receiver appointed hereunder shall reasonably require and the Company hereby irrevocably appoints the General Manager, whoever that may be, of the Lender and any receiver appointed hereunder to be the lawful attorney of the Company to do any act or thing and to execute any assurance or instrument in the exercise of the powers hereby conferred upon him or which the Company ought to do or execute hereunder and to exercise all the powers of the Company in carrying out or effecting any of the powers hereby conferred upon him.
13. In case the sum of money realized under any sale is not sufficient to pay the whole amount of any principal, interest, costs, charges, and expenses according to the provisions of this agreement, the Company shall and will forthwith pay or cause to be paid unto the Lender all such deficiencies.
14. The Lender may waive any breach by the Company of any of the provisions contained in this Agreement or any default by the Company in the observance or performance of any covenant or condition required to be observed or performed by the Company under the terms of this Agreement; provided that such waiver shall apply only to the particular default waived and shall not operate as a waiver of any other or future default. Further, no delay or omission upon the part of the Lender to exercise any right or power hereunder shall impair such right or power or be considered to be a waiver of any default or any acquiescence thereunder.
15. All monies received by the Company in connection with any indebtedness and liability of the Company to the Lender or by its assigns shall be received as trustee for the Lender and shall be paid over to the Lender.

16. This agreement is a continuing security for the general balance owing at any time by the Company to the Lender and the security hereby constituted is in addition to, and not in substitution for, any other security now or hereafter held by the Lender and the giving and taking of this agreement shall in no way merge or affect any other security, including promissory notes that may have been, or that may be given in respect of the said sum secured by the security agreement or any part thereof and all rights or remedies of the Lender are cumulative.
17. The Company agrees that *The Land Contracts (Actions) Act*, 2018, S.S. 2018, c. L-3.001 shall have no application to an action (as defined in the said Act) with respect to any mortgage granted or created under the terms hereof. The Company further covenants and agrees that *The Limitation of Civil Rights Act*, R.S.S. 1978, c. L-16 shall have no application to this agreement or to any agreement or instrument renewing or extending or collateral to this agreement or to any security taken by the Lender to secure payment of the principal sum, interest or any other monies owing from time to time hereunder.
18. The definition of terms used in this agreement which are defined in *The Personal Property Security Act*, 1993, S.S. 1993, c. P-6.2 have the meaning respectively ascribed to them in that Act and in this agreement expressly or by implication. Wherever in this agreement the word collateral appears, it is deemed to be a reference to the collateral as a whole or any part thereof. This agreement shall be governed by the laws of the Province of Saskatchewan.
19. This agreement and all of its provisions shall enure to the benefit of the Lender, its successors, and assigns, and shall be binding upon the Company, its successors, and assigns.
20. The Company waives the right to receive any financing statement or financing change statement registered by the Lender and any confirmation of registration or verification statement issued.
21. The Company acknowledges receipt of a copy of this Agreement.

[Signature Page To Security Agreement To Follow]

IN WITNESS WHEREOF the Company has hereunto caused its corporate seal to be affixed,
duly attested by its proper officers in that behalf this 1 day of April 2024.

THREESIX INDUSTRIAL SERVICES INC.

Per: 

Name: Scott Longmullr

Title: President

I have the authority to bind the corporation.

[Signature Page To Security Agreement]

SECURITY AGREEMENT

CANADA)
)
PROVINCE OF SASKATCHEWAN)

102056994 Saskatchewan Ltd. (hereinafter called the "Company"), for value received, hereby covenants with Buffalo River Development LP, by its general partner, Buffalo River Enterprises Corp. (hereinafter called the "Lender"), as follows:

1. This agreement provides for and secures an advance of the sum of \$4,000,000.00, in lawful money of Canada, to be repaid to the Lender together with interest from the date hereof at the rate of 12% per annum, calculated monthly, not in advance, as well as after as before maturity and both before and after default, compounded monthly from the due date of such interest, as follows:

And further secures all future advances made by the Lender to the Company and all other obligations of the Company to the Lender, direct or indirect, absolute or contingent, joint or several, due or to become due, whether now existing or hereafter arising and whether arising under this agreement or any extension or modification thereof, or under any other agreement between the parties and without limiting the generality of the foregoing, secures any money spent by the Lender in acquiring, perfecting, defending or enforcing the security interests, liens or charges provided for herein and in ensuring or otherwise perfecting the Lender's interest in the collateral described herein.

2. As security for the payment and discharge of such principal sum and interest of this agreement and all other monies which may from time to time be owing hereunder and the performance of the covenants herein contained and in any other collateral securities held by the Lender:

- (a) the Company hereby mortgages and charges to and in favour of the Lender as and by way of fixed and specific mortgage and charge, the real property described or referred to in Schedule "A" (hereinafter called "The Specifically Mortgaged Premises") attached hereto and forming part hereof and all buildings, improvements, erections, fixtures, fixed machinery, fixed equipment and fixed plant now upon the Specifically Mortgaged Premises or any part thereof or which may at any time hereafter be constructed or brought or placed thereon or used in connection therewith (whether the same form part or the realty or not) and the Company covenants and undertakes to provide the Lender with a separate document or mortgage to the Specifically Mortgaged Premises in a form satisfactory to the Lender and registrable in the Land Titles Office for the Land Registration District;

- (b) the Company hereby grants to the Lender a security interest in all of the Company's undertakings and all its personal property and assets for the time being, both present

and future, of whatsoever nature and kind and wheresoever situate and, without in any way limiting the generality of the foregoing, the undertaking, property and assets referred to above shall include all the Company's present and future goodwill, trademarks, inventions, processes, patents and patent rights, franchises, privileges, benefits, immunities, materials, supplies, inventories, furniture, implements, rents revenues, incomes, monies, contracts, client lists, client records, client files, agreements, leases, licenses, credits, book debts, accounts receivable, negotiable and non-negotiable instruments, judgements, securities, choses in action, unpaid capital and all other property and things of value of every kind and nature, tangible and intangible, legal or equitable, which the Company may be possessed of or entitled to or which may hereafter be acquired by the Company.

3. The security interest created by this agreement attaches when:
 - (a) value has been given; and
 - (b) the debtor has rights in the personal property in which it has granted a security interest; and
 - (c) the debtor has signed this security agreement;
4. The Company may, in the ordinary course of its business, process, sell or lease its inventory, including the right to use and consume any raw materials or supplies, the use and consumption of which is necessary in order to carry on the Company's business, and may, in the ordinary course of its business, pay its creditors and sell instruments and securities.
5. The Company does not have the power, except with the written consent of the Lender, to create, grant or allow the taking of any other security interest ranking in priority to or *pari passu* with this security agreement, except that on the purchase after the date hereof of any property the Company may, at the time of purchase, allow the taking of or grant a security interest in the property purchased for the purpose of raising or securing the whole or part of the purchase money. The Company does not have the power, except with the written consent of the Lender, to grant, sell or otherwise assign its chattel paper.
6. The Company hereby covenants with the Lender that during the continuance of this agreement, the Company:
 - (a) will carry on and continuously conduct its business in an efficient manner and to maintain and repair and keep in repair and good working order and condition the property secured by this agreement;
 - (b) will not, without the prior written consent of the Lender;

- (i) declare or pay any dividends on any of its share capital;
 - (ii) make capital expenditures in excess of one hundred thousand dollars (\$100,000.00) in any one year;
 - (iii) make capital expenditures or pay on capital account any amount at all if the Company is in default under this agreement;
 - (iv) become guarantor of any obligation or become endorser in respect of any obligation or otherwise become liable upon any note or obligation other than in the ordinary course of the Company's business, unless the obligation or note is in favour of the Lender;
 - (v) reduce its share capital or make any distribution of assets upon or redeem, purchase, or otherwise retire or pay off any shares of its present or future capital stock;
 - (vi) lend any amount to shareholders, directors or any other persons, firms, or corporations other than in the normal course of the Company's business;
- (c) will keep all of its property of an insurable nature insured to the full value thereof, with a reputable insurance office against loss or damage by fire, lightning, burglary or theft and such other risks as the Lender may from time to time reasonably specify and the Company will produce the last receipts for such insurance to the Lender for inspection on demand;
- (d) will permit the Lender, by its officers or authorized agent at any time and from time to time, to enter the Company's premises and to inspect the plant, machinery, equipment, goods and chattels and the operation thereof;
- (e) will keep proper books of account and records covering all its business and affairs, and to permit the Lender by its officers or authorized agent from time to time to inspect the Company's books of account and records and to make extracts therefrom;
- (f) will furnish annually to the Lender within 120 days of the close of the Company's fiscal year, a detailed copy of the report of the Company's independent auditors, complete with detailed balance sheets, profit and loss statements and supporting schedules, and in addition, to furnish to the Lender on request, quarterly commencing with the current period, signed copies of the Company's balance sheet and profit and loss statement covering each three months accounting period of the Company;
- (g) will pay promptly when due all taxes, license fees, assessments, or other charges upon or with respect to the property secured by this agreement;

- (h) will retain all money collected or received in respect of accounts, chattel paper, instruments, intangibles, choses in action or rights to payment whether collected or received before or after default as trustee for the Lender and shall account to and pay over such sums to the Lender upon demand;
 - (i) will save the Lender harmless from all liability and damages of whatsoever nature which may be incurred in connection with the use and operation of this agreement.
7. Subject to the rights of any prior secured creditors, at the option of the Lender and at any time without notice, the Lender may, but shall not be obligated to:
- (a) discharge taxes, liens, or interest on collateral;
 - (b) perform or cause to be performed for and on behalf of the Company any action, condition, obligation, or covenant that the Company fails or refuses to perform;
 - (c) pay for the repair, maintenance, and preservation of collateral;
 - (d) collect by legal proceedings or otherwise, endorse, receive, and receipt for all dividends, interest, principal payments, and other sums now or hereafter payable on or on account of collateral;
 - (e) enter into any extension, reorganization, deposit merger, or consolidation agreement, or any agreement in any way relating to or affecting collateral and in connection therewith may deposit or surrender control of such collateral thereunder, accept other property in exchange for collateral and duly perform such acts as it may deem proper; any money or property received in exchange for collateral shall be applied to the indebtedness or thereafter held by the Lender pursuant to the provision of this agreement;
 - (f) make any compromise or settlement it deems desirable or proper with reference to collateral;
 - (g) insure, process, and preserve collateral;
 - (h) cause collateral to be transferred to its name and the name of the nominee;
 - (i) exercise as to collateral all the rights, powers, and remedies of an owner.

All advances, charges and expenses, including solicitors' fees, incurred or paid by the Lender in exercising any right, power or remedy conferred by this agreement, or any enforcement thereof, shall become a part of the indebtedness secured by this agreement and shall be paid to the Lender by the Company immediately and until repaid shall be

added to the debt hereby secured which shall be charged upon the security and shall bear interest at the same rate from the date of such payment.

8. The principal, interest and other monies hereby secured shall, at the option of the Lender, immediately become due and payable, whether with or without prior demand therefor, and the security hereby constituted shall immediately become enforceable in each and every event following:
 - (a) if the Company makes default in payment when due of any indebtedness or liability to the Lender, whether secured hereby or not;
 - (b) if the Company makes default in the observance or performance of something required to be done by the Company in this agreement or in any other collateral security held by the Lender, or some covenant or condition required to be observed or performed in this agreement or in any other collateral security held by the Lender;
 - (c) if an order is made or an effective resolution passed for the winding-up of the Company or if a petition is filed for the winding-up of the Company;
 - (d) if the Company becomes insolvent or makes a general assignment for the benefit of its creditors or otherwise acknowledges its insolvency or if a Bankruptcy petition or receiving order is filed or made against the Company;
 - (e) if any execution or any other process of any court becomes enforceable against the Company or if a distress or analogous process is levied upon the property of the Company or any part thereof, or if a secured party takes possession of the property and assets of the Company or any part thereof;
 - (f) if the Company ceases or threatens to cease to carry on its business or makes a bulk sale of its assets, or if the Company commits or threatens to commit any act of Bankruptcy;
 - (g) if the Company shall permit any sum which has been admitted as due by the Company or is not disputed to be due by it and which forms or is capable of being made a charge upon any of the property subject to the security interest created by this agreement to remain unpaid for fifteen days after proceedings have been taken to enforce the same as such prior charge;
 - (h) if any other secured party takes possession of or a receiver is appointed over any part of the assets of the Company;
 - (i) if the Lender deems itself insecure or decides that the collateral is in jeopardy, provided that the Lender has reasonable grounds to believe that the prospect of

payment is or is about to be impaired or that the collateral is or is about to be placed in jeopardy;

- (j) if the Company makes a statement, representation or warranty to the Lender which proves to be, at the time it was made or deemed made, either incorrect, incomplete, or inaccurate, whether or not contained in this security agreement;
- (k) if any event shall occur or fail to occur which, either singly or in the aggregate, would reasonably be expected to have a material adverse effect (i) on the business, assets, results of operations, prospects or condition (financial or otherwise) of the Company, (ii) on the ability of the Company to discharge any of its obligations toward the Lender, or (iii) on the validity or enforceability of the rights, remedies or recourses of the Lender under this security agreement or any other documentation relating to the obligations secured hereunder.

9. On default, and at any time thereafter:

- (a) The Lender may proceed to enforce payment and exercise any and all of the rights and remedies of the Lender provided in Part V of *The Personal Property Security Act, 1993*, S.S. 1993, c. P-6.2, as well as any and all other rights and remedies possessed by the Lender;
- (b) The Lender may take possession of all real property and fixtures and sell the same at such price and upon such terms as the Lender in its sole discretion may determine and the proceeds of such sale, less all costs and expenses of the Lender, including costs as between solicitors and client, shall be applied on the monies owing hereunder;
- (c) For purposes of removal and possession of the collateral, the Lender or its representatives may enter any premises of the Company at any time without legal process, and the Company hereby waives and releases the Lender of and from any and all claims in connection therewith or arising therefrom;
- (d) The Lender may appoint by instrument in writing a receiver (which term shall include a receiver and a receiver/manager) of the collateral or any part thereof upon such terms as to remuneration and otherwise as the Lender shall think fit and may from time to time remove any receiver so appointed and appoint another in his stead and the receiver so appointed shall be the agent of the Company and the Company shall be responsible for such receiver's acts and defaults and for his remuneration, costs, charges and expenses to the conclusion of liability on the part of the Lender.

10. A receiver appointed pursuant to clause 10 shall be entitled to exercise all rights conferred by the *Business Corporations Act, 2021*, S.S. 2021, c. 6, and *The Personal Property Security Act, 1993*, S.S. 1993, c. P-6.2, and by way of addition to and without limiting those rights, such receiver shall have the right and power:

- (a) to take possession of and get into collateral;
 - (b) to make and effect all such repairs, improvements, and insurances as he shall think fit and renew such of the plant machinery and any other effects of the Company whatsoever as shall be worn out, lost, or otherwise become unserviceable;
 - (c) to appoint managers, accountants, servants, workmen and agents for the aforesaid purposes upon such terms as to remuneration or otherwise as the receiver may determine;
 - (d) to carry on or concur in carrying on the business of the Company or any part thereof and may exercise all powers herein conferred upon the Lender and for this purpose to borrow money on the collateral, with written consent of the Lender, in priority to this agreement or otherwise;
 - (e) to make any arrangement or compromise which he shall think expedient in the interests of the Lender;
 - (f) to exercise any powers conferred or delegated by the Lender;
 - (g) to do all such other acts and things as may be considered to be incidental or conducive to any of the matters and powers aforesaid and which the receiver may or can lawfully do as agent for the Company.
- 11.** The Company shall assume and agrees to pay when rendered all fees and disbursements of the solicitors for the Lender in connection with the preparation and registration of this Agreement and of all other securities executed and delivered to the Lender in connection with the loan agreement between the parties hereto, and other work relevant thereto.
- 12.** The Company shall do all such acts and things and shall execute all such assurances and instruments as the Lender, or any receiver appointed hereunder shall reasonably require and the Company hereby irrevocably appoints the General Manager, whoever that may be, of the Lender and any receiver appointed hereunder to be the lawful attorney of the Company to do any act or thing and to execute any assurance or instrument in the exercise of the powers hereby conferred upon him or which the Company ought to do or execute hereunder and to exercise all the powers of the Company in carrying out or effecting any of the powers hereby conferred upon him.
- 13.** In case the sum of money realized under any sale is not sufficient to pay the whole amount of any principal, interest, costs, charges, and expenses according to the provisions of this agreement, the Company shall and will forthwith pay or cause to be paid unto the Lender all such deficiencies.

14. The Lender may waive any breach by the Company of any of the provisions contained in this Agreement or any default by the Company in the observance or performance of any covenant or condition required to be observed or performed by the Company under the terms of this Agreement; provided that such waiver shall apply only to the particular default waived and shall not operate as a waiver of any other or future default. Further, no delay or omission upon the part of the Lender to exercise any right or power hereunder shall impair such right or power or be considered to be a waiver of any default or any acquiescence thereunder.
15. All monies received by the Company in connection with any indebtedness and liability of the Company to the Lender or by its assigns shall be received as trustee for the Lender and shall be paid over to the Lender.
16. This agreement is a continuing security for the general balance owing at any time by the Company to the Lender and the security hereby constituted is in addition to, and not in substitution for, any other security now or hereafter held by the Lender and the giving and taking of this agreement shall in no way merge or affect any other security, including promissory notes that may have been, or that may be given in respect of the said sum secured by the security agreement or any part thereof and all rights or remedies of the Lender are cumulative.
17. The Company agrees that *The Land Contracts (Actions) Act, 2018, S.S. 2018, c. L-3.001* shall have no application to an action (as defined in the said Act) with respect to any mortgage granted or created under the terms hereof. The Company further covenants and agrees that *The Limitation of Civil Rights Act, R.S.S. 1978, c. L-16* shall have no application to this agreement or to any agreement or instrument renewing or extending or collateral to this agreement or to any security taken by the Lender to secure payment of the principal sum, interest or any other monies owing from time to time hereunder.
18. The definition of terms used in this agreement which are defined in *The Personal Property Security Act, 1993, S.S. 1993, c. P-6.2* have the meaning respectively ascribed to them in that Act and in this agreement expressly or by implication. Wherever in this agreement the word collateral appears, it is deemed to be a reference to the collateral as a whole or any part thereof. This agreement shall be governed by the laws of the Province of Saskatchewan.
19. This agreement and all of its provisions shall enure to the benefit of the Lender, its successors, and assigns, and shall be binding upon the Company, its successors, and assigns.
20. The Company waives the right to receive any financing statement or financing change statement registered by the Lender and any confirmation of registration or verification statement issued.

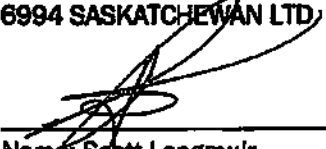
21. The Company acknowledges receipt of a copy of this Agreement.

[Signature Page To Security Agreement To Follow]

IN WITNESS WHEREOF the Company has hereunto caused its corporate seal to be affixed,
duly attested by its proper officers in that behalf this 1 day of April 2024.

102056994 SASKATCHEWAN LTD.

Per:


Name: Scott Longmuir

Title: President

I have the authority to bind the corporation.

[Signature Page To Security Agreement]

Schedule "A"
The Specifically Mortgaged Premises

The Specifically Mortgaged Premises shall consist of:

Surface Parcel 118988173

Reference Land Description: Lot 6 Blk/Par 635, Plan No. 79S22381, Extension 0.

-and-

Surface Parcel 203926158

Reference Land Description: Lot 11 Blk/Par 635, Plan No. 102377459, Extension 0.



Saskatchewan Personal Property Registry Search Result


PAUL E. FEDOROFF
Being a Solicitor in the Province of
Saskatchewan

Searching Party: McDougall Gauley LLP
Search Date: 29-Aug-2025 10:53:42
Search Type: Standard

Search #: 204841353
Client Reference: 577563.2
Control #:

Search Criteria

Search By: Business Debtor Name
Business Name

Threeosix Industrial Services Inc.

The following list displays all matches & indicates the ones that were selected.
47 Registration(s) Found: Exacts (35) - Similar (12)

Selected	Match	Reg #	Registration Type	Debtor Name	City	Enforcement Instruction Reg #
Yes	Exact	301905753	Personal Property Security Agreement	THREEOSIX INDUSTRIAL SERVICES INC.	SASKATOON	N/A
Yes	Exact	301938454	Personal Property Security Agreement	THREEOSIX INDUSTRIAL SERVICES INC.	SASKATOON	N/A
Yes	Exact	302006801	Personal Property Security Agreement	THREEOSIX INDUSTRIAL SERVICES INC.	SASKATOON	N/A
Yes	Exact	302007657	Personal Property Security Agreement	THREEOSIX INDUSTRIAL SERVICES INC.	Saskatoon	N/A
Yes	Exact	302021699	Personal Property Security Agreement	THREEOSIX INDUSTRIAL SERVICES INC.	SASKATOON	N/A
Yes	Exact	302031477	Personal Property Security Agreement	THREEOSIX INDUSTRIAL SERVICES INC.	SASKATOON	N/A
Yes	Exact	302057988	Personal Property Security Agreement	THREEOSIX INDUSTRIAL SERVICES INC.	SASKATOON	N/A
Yes	Exact	302079107	Personal Property Security Agreement	THREEOSIX INDUSTRIAL SERVICES INC.	Saskatoon	N/A
Yes	Exact	302307510	Personal Property Security Agreement	THREEOSIX INDUSTRIAL SERVICES INC.	SASKATOON	N/A
Yes	Exact	302307878	Personal Property Security Agreement	THREEOSIX INDUSTRIAL SERVICES INC.	SASKATOON	N/A
Yes	Exact	302327700	Personal Property Security Agreement	THREEOSIX INDUSTRIAL SERVICES INC.	SASKATOON	N/A
Yes	Exact	302343292	Personal Property Security Agreement	ThreeOSix Industrial Services Inc.	Saskatoon	N/A
Yes	Exact	302347018	Personal Property Security Agreement	THREEOSIX INDUSTRIAL SERVICES INC.	SASKATOON	N/A
Yes	Exact	302359483	Personal Property Security Agreement	THREEOSIX INDUSTRIAL SERVICES INC.	SASKATOON	N/A
Yes	Exact	302359698	Personal Property Security Agreement	THREEOSIX INDUSTRIAL SERVICES INC.	SASKATOON	N/A
Yes	Exact	302365342	Personal Property Security Agreement	THREEOSIX INDUSTRIAL SERVICES INC.	SASKATOON	N/A
Yes	Exact	302391257	Personal Property Security Agreement	THREEOSIX INDUSTRIAL SERVICES INC.	Saskatoon	N/A
Yes	Exact	302393224	Personal Property Security Agreement	THREEOSIX INDUSTRIAL SERVICES INC.	SASKATOON	N/A
Yes	Exact	302393691	Personal Property Security Agreement	THREEOSIX INDUSTRIAL SERVICES INC.	SASKATOON	N/A
Yes	Exact	302464137	Personal Property Security Agreement	THREEOSIX INDUSTRIAL SERVICES INC.	SASKATOON	N/A
Yes	Exact	302559463	Personal Property Security Agreement	THREEOSIX INDUSTRIAL SERVICES INC.	SASKATOON	N/A
Yes	Exact	302585934	Personal Property Security Agreement	THREEOSIX INDUSTRIAL SERVICES INC.	EDMONTON	N/A
Yes	Exact	302592645	Personal Property Security Agreement	THREEOSIX INDUSTRIAL SERVICES INC.	Saskatoon	N/A
Yes	Exact	302628714	Personal Property Security Agreement	THREEOSIX INDUSTRIAL SERVICES INC.	SASKATOON	N/A
Yes	Exact	302636027	Personal Property Security Agreement	THREEOSIX INDUSTRIAL SERVICES INC.	EDMONTON	N/A



**Saskatchewan
Personal Property Registry
Search Result**

Yes	Exact	302636560	Personal Property Security Agreement	THREEOSIX INDUSTRIAL SERVICES INC.	EDMONTON	N/A
Yes	Exact	302651751	Personal Property Security Agreement	THREEOSIX INDUSTRIAL SERVICES INC.	WINNIPEG	N/A
Yes	Exact	302651754	Personal Property Security Agreement	THREEOSIX INDUSTRIAL SERVICES INC.	WINNIPEG	N/A
Yes	Exact	302670211	Personal Property Security Agreement	THREEOSIX INDUSTRIAL SERVICES INC.	EDMONTON	N/A
Yes	Exact	302674714	Personal Property Security Agreement	THREEOSIX INDUSTRIAL SERVICES INC.	SASKATOON	N/A
Yes	Exact	302689692	Personal Property Security Agreement	Threeosix Industrial Services Inc.	Saskatoon	N/A
Yes	Exact	302692423	Personal Property Security Agreement	THREEOSIX INDUSTRIAL SERVICES INC.	SASKATOON	N/A
Yes	Exact	302715420	Personal Property Security Agreement	THREEOSIX INDUSTRIAL SERVICES INC.	Saskatoon	N/A
Yes	Exact	302715421	Personal Property Security Agreement	THREEOSIX INDUSTRIAL SERVICES INC.	Saskatoon	N/A
Yes	Exact	302719092	Personal Property Security Agreement	THREEOSIX INDUSTRIAL SERVICES INC.	Saskatoon	N/A
Yes	Similar	302393069	Personal Property Security Agreement	ThreeoSix Industrial Services Inc	Saskatoon	N/A
Yes	Similar	302395797	Personal Property Security Agreement	ThreeoSix Industrial Services Inc	Saskatoon	N/A
Yes	Similar	302615556	Personal Property Security Agreement	THREEOSIX INDUSTRIAL SERVICES INC	SASKATOON	N/A
Yes	Similar	301905753	Personal Property Security Agreement	THREE-O-SIX INDUSTRIAL SERVICES INC.	SASKATOON	N/A
Yes	Similar	301938454	Personal Property Security Agreement	THREE-O-SIX INDUSTRIAL SERVICES INC.	SASKATOON	N/A
Yes	Similar	302006801	Personal Property Security Agreement	THREE-O-SIX INDUSTRIAL SERVICES INC.	SASKATOON	N/A
Yes	Similar	302007657	Personal Property Security Agreement	THREE-O-SIX INDUSTRIAL SERVICES INC.	Saskatoon	N/A
Yes	Similar	302021699	Personal Property Security Agreement	THREE-O-SIX INDUSTRIAL SERVICES INC.	SASKATOON	N/A
Yes	Similar	302031477	Personal Property Security Agreement	THREE-O-SIX INDUSTRIAL SERVICES INC.	SASKATOON	N/A
Yes	Similar	302057988	Personal Property Security Agreement	THREE-O-SIX INDUSTRIAL SERVICES INC.	SASKATOON	N/A
Yes	Similar	302079107	Personal Property Security Agreement	THREE-O-SIX INDUSTRIAL SERVICES INC.	Saskatoon	N/A
Yes	Similar	302628714	Personal Property Security Agreement	THREE-O-SIX INDUSTRIAL SERVICES INC.	SASKATOON	N/A



Saskatchewan
Personal Property Registry
Search Result

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 23-Jun-2022 16:34:43

Registration #: 302307510
Expiry Date: 23-Jun-2027

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: NO

Registrant

Party ID:	153208949-1	Address:	2 ROBERT SPECK PARKWAY, 15TH FLOOR
Entity Type:	Business		MISSISSAUGA, Ontario
Name:	D + H LIMITED PARTNERSHIP		L4Z1H8
			Canada

Secured Party

Item #:	1	Address:	Box 1800 RPO LAKESHORE WEST
Party ID:	153778699-1		OAKVILLE, Ontario
Entity Type:	Business		L6K0J8
Name:	Ford Credit Canada Company		Canada

Debtor Party

* Item #:	1	Address:	205 - 2100 AIRPORT DRIVE
Party ID:	153707714-1		SASKATOON, Saskatchewan
Entity Type:	Business		S7L6M6
Name:	THREEOSIX INDUSTRIAL SERVICES INC.		Canada

Serial Property

Item #:	1	Year:	2018
Serial Type:	Motor Vehicle	Make/Desc:	FORD
Serial #:	1FMZK1CG9JKB44437	Model:	T150
Override:	Yes	Color:	



Saskatchewan
Personal Property Registry
Search Result

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 24-Jun-2022 13:32:26

Registration #: 302307878
Expiry Date: 24-Jun-2027

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: NO

Registrant

Party ID:	153208949-1	Address:	2 ROBERT SPECK PARKWAY, 15TH FLOOR
Entity Type:	Business		MISSISSAUGA, Ontario
Name:	D + H LIMITED PARTNERSHIP		L4Z1H8
			Canada

Secured Party

Item #:	1	Address:	Box 1800 RPO LAKESHORE WEST
Party ID:	153778699-1		OAKVILLE, Ontario
Entity Type:	Business		L6K0J8
Name:	Ford Credit Canada Company		Canada

Debtor Party

* Item #:	1	Address:	205 - 2100 AIRPORT DRIVE
Party ID:	153707714-1		SASKATOON, Saskatchewan
Entity Type:	Business		S7L6M6
Name:	THREEOSIX INDUSTRIAL SERVICES INC.		Canada

Serial Property

Item #:	1	Year:	2022
Serial Type:	Motor Vehicle	Make/Desc:	FORD
Serial #:	1FT8W3BT8NEE10520	Model:	F350 S/D
Override:	Yes	Color:	



Saskatchewan
Personal Property Registry
Search Result

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 17-Aug-2022 14:10:53

Registration #: 302327700
Expiry Date: 17-Aug-2027

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: No

Registrant

Party ID:	153552900-1	Address:	110 SHEPPARD AVE EAST, SUITE 303
Entity Type:	Business		TORONTO, Ontario
Name:	PPSA CANADA INC. - (7017)		M2N6Y8 Canada

Secured Party

Item #:	1	Address:	301-3390 SOUTH SERVICE RD.
Party ID:	153779556-1		BURLINGTON, Ontario
Entity Type:	Business		L7N3J5
Name:	MITSUBISHI HC CAPITAL CANADA LEASING, INC.		Canada

Debtor Party

* Item #:	1	Address:	602 48TH STREET E
Party ID:	153976126-1		SASKATOON, Saskatchewan
Entity Type:	Business		S7K6K4
Name:	THREEOSIX INDUSTRIAL SERVICES INC.		Canada

General Property

1 FORESTRY EQUIPMENT 2019 CMI C300 NS/ CMI300CU400802
INCLUDING 1 ATTACHMENT FAE MULCHER HEAD 200/U-225 NS/ 171301

THE PERSONAL PROPERTY DESCRIBED HEREIN, TOGETHER WITH ALL ACCESSORIES, OPTIONAL EQUIPMENT, COMPONENTS, PARTS, INSTRUMENTS, APPURTENANCES, FURNISHINGS AND OTHER EQUIPMENT OF WHATEVER NATURE OR KIND FURNISHED IN CONNECTION WITH ANY OF THE FOREGOING EQUIPMENT AND ANY REPLACEMENTS AND SUBSTITUTIONS THEREFOR (COLLECTIVELY, THE "EQUIPMENT"), AS WELL AS ALL OF THE DEBTOR'S PRESENT AND FUTURE RIGHTS, TITLE AND INTEREST IN THE FOLLOWING (THE "EQUIPMENT-RELATED COLLATERAL")

(I) INTELLECTUAL PROPERTY AND OTHER INTANGIBLES RELATING TO THE EQUIPMENT OR EQUIPMENT-RELATED COLLATERAL

(II) ANY CONTRACT FOR THE SALE, LEASE, RENTAL OR OTHER DISPOSITION OF THE EQUIPMENT

(III) ALL INSURANCE CLAIMS AND PROCEEDS RESULTING FROM ANY LOSS OR DAMAGE TO THE EQUIPMENT OR THE EQUIPMENT-RELATED COLLATERAL AND

(IV) ANY PROCEEDS OF THE EQUIPMENT OR EQUIPMENT-RELATED COLLATERAL, IN WHATEVER FORM IT MAY BE, INCLUDING WITHOUT LIMITATION, CHATTEL PAPER, TITLE DOCUMENTS, GOODS, INSTRUMENTS, OR MONEY.



Saskatchewan
Personal Property Registry
Search Result

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 29-Sep-2022 10:36:01

Registration #: 302343292
Expiry Date: 29-Sep-2027

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: No

Registrant

Party ID:	153171375-1	Address:	1200, 10123 99 St NW
Entity Type:	Business		Edmonton, Alberta
Name:	ELDOR-WAL REGISTRATION (1987) LTD.		T5J3H1
			Canada

Secured Party

Item #:	1	Address:	#3000, 421 7 Avenue Southwest
Party ID:	154004090-1		Calgary, Alberta
Entity Type:	Business		T2P4K9
Name:	Provida Financial Corporation		Canada

Debtor Party

* Item #:	1	Address:	602 48 Street East
Party ID:	154004091-1		Saskatoon, Saskatchewan
Entity Type:	Business		S7K6K4
Name:	ThreeOSix Industrial Services Inc.		Canada

General Property

All present and after-acquired personal property of the debtor.



Saskatchewan
Personal Property Registry
Search Result

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 11-Oct-2022 13:13:09

Registration #: 302347018
Expiry Date: 11-Oct-2025

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: NO

Registrant

Party ID:	153208949-1	Address:	2 ROBERT SPECK PARKWAY, 15TH FLOOR
Entity Type:	Business		MISSISSAUGA, Ontario
Name:	D + H LIMITED PARTNERSHIP		L4Z1H8
			Canada

Secured Party

Item #:	1	Address:	Box 1800 RPO LAKESHORE WEST
Party ID:	153778626-1		OAKVILLE, Ontario
Entity Type:	Business		L6K0J8
Name:	Ford Credit Canada Leasing, Division of Canadian Road Leasing Company		Canada

Debtor Party

* Item #:	1	Address:	602 48TH ST E
Party ID:	153958128-1		SASKATOON, Saskatchewan
Entity Type:	Business		S7K6K4
Name:	THREEOSIX INDUSTRIAL SERVICES INC.		Canada

Serial Property

Item #:	1	Year:	2022
Serial Type:	Motor Vehicle	Make/Desc:	FORD
Serial #:	1FT8W3BTXNEF09162	Model:	F350
Override:	Yes	Color:	



Saskatchewan
Personal Property Registry
Search Result

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 16-Nov-2022 08:05:18

Registration #: 302359483
Expiry Date: 16-Nov-2025

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: NO

Registrant

Party ID:	153208949-1	Address:	2 ROBERT SPECK PARKWAY, 15TH FLOOR
Entity Type:	Business		MISSISSAUGA, Ontario
Name:	D + H LIMITED PARTNERSHIP		L4Z1H8
			Canada

Secured Party

Item #:	1	Address:	Box 1800 RPO LAKESHORE WEST
Party ID:	153778626-1		OAKVILLE, Ontario
Entity Type:	Business		L6K0J8
Name:	Ford Credit Canada Leasing, Division of Canadian Road Leasing Company		Canada

Debtor Party

* Item #:	1	Address:	602 48TH ST E
Party ID:	153958128-1		SASKATOON, Saskatchewan
Entity Type:	Business		S7K6K4
Name:	THREEOSIX INDUSTRIAL SERVICES INC.		Canada

Serial Property

Item #:	1	Year:	2022
Serial Type:	Motor Vehicle	Make/Desc:	FORD
Serial #:	1FTFW1E52NKE42339	Model:	F150
Override:	Yes	Color:	



Saskatchewan
Personal Property Registry
Search Result

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 16-Nov-2022 13:18:14

Registration #: 302359698
Expiry Date: 16-Nov-2025

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: NO

Registrant

Party ID:	153208949-1	Address:	2 ROBERT SPECK PARKWAY, 15TH FLOOR
Entity Type:	Business		MISSISSAUGA, Ontario
Name:	D + H LIMITED PARTNERSHIP		L4Z1H8
			Canada

Secured Party

Item #:	1	Address:	Box 1800 RPO LAKESHORE WEST
Party ID:	153778626-1		OAKVILLE, Ontario
Entity Type:	Business		L6K0J8
Name:	Ford Credit Canada Leasing, Division of Canadian Road Leasing Company		Canada

Debtor Party

* Item #:	1	Address:	602 48TH ST E
Party ID:	153958128-1		SASKATOON, Saskatchewan
Entity Type:	Business		S7K6K4
Name:	THREEOSIX INDUSTRIAL SERVICES INC.		Canada

Serial Property

Item #:	1	Year:	2022
Serial Type:	Motor Vehicle	Make/Desc:	FORD
Serial #:	1FTFW1E51NKE80063	Model:	F150
Override:	Yes	Color:	



Saskatchewan
Personal Property Registry
Search Result

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 02-Dec-2022 12:42:16

Registration #: 302365342
Expiry Date: 02-Dec-2025

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: NO

Registrant

Party ID:	153208949-1	Address:	2 ROBERT SPECK PARKWAY, 15TH FLOOR
Entity Type:	Business		MISSISSAUGA, Ontario
Name:	D + H LIMITED PARTNERSHIP		L4Z1H8
			Canada

Secured Party

Item #:	1	Address:	Box 1800 RPO LAKESHORE WEST
Party ID:	153778626-1		OAKVILLE, Ontario
Entity Type:	Business		L6K0J8
Name:	Ford Credit Canada Leasing, Division of Canadian Road Leasing Company		Canada

Debtor Party

* Item #:	1	Address:	602 48TH ST E
Party ID:	153958128-1		SASKATOON, Saskatchewan
Entity Type:	Business		S7K6K4
Name:	THREEOSIX INDUSTRIAL SERVICES INC.		Canada

Serial Property

Item #:	1	Year:	2022
Serial Type:	Motor Vehicle	Make/Desc:	FORD
Serial #:	1FTFW1E53NFC14651	Model:	F150
Override:	Yes	Color:	



Saskatchewan
Personal Property Registry
Search Result

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 27-Feb-2023 08:50:37

Registration #: 302391257
Expiry Date: 06-Feb-2029

Event Type: Setup
Transaction Reason: Regular

Transaction Description: SKReg

Notations

Trust Indenture: NO

Registrant

Party ID:	153109563-1	Address:	10011 - 170 Street NW
Entity Type:	Business		Edmonton, Alberta
Name:	West-End Registries		T5P4R5
			Canada

Secured Party

Item #:	1	Address:	900-1290 CENTRAL PARKWAY W.
Party ID:	153736405-1		Mississauga, Ontario
Entity Type:	Business		L5C4R3
Name:	Wells Fargo Equipment Finance Company		Canada

Debtor Party

* Item #:	1	Address:	602 48th St E
Party ID:	154089079-1		Saskatoon, Saskatchewan
Entity Type:	Business		S7K6K4
Name:	THREEOSIX INDUSTRIAL SERVICES INC.		Canada

Serial Property

Item #:	1	Year:	2022
Serial Type:	Motor Vehicle	Make/Desc:	PRIME TECH PT30
Serial #:	2201709	Model:	PD3000
Override:	Yes	Color:	

General Property

2022 PRIME TECH PT3000 MULCHER PD3000 S/N 2201709, THE GOODS DESCRIBED HEREIN TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.

(REFERENCE NO. 050-5469269-002) (FOR INTERNAL USE ONLY) (AS MAY BE AMENDED OR UPDATED FROM TIME TO TIME)



Saskatchewan
Personal Property Registry
Search Result

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 03-Mar-2023 07:25:25

Registration #: 302393224
Expiry Date: 03-Mar-2026

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: NO

Registrant

Party ID:	153208949-1	Address:	2 ROBERT SPECK PARKWAY, 15TH FLOOR
Entity Type:	Business		MISSISSAUGA, Ontario
Name:	D + H LIMITED PARTNERSHIP		L4Z1H8
			Canada

Secured Party

Item #:	1	Address:	Box 1800 RPO LAKESHORE WEST
Party ID:	153778626-1		OAKVILLE, Ontario
Entity Type:	Business		L6K0J8
Name:	Ford Credit Canada Leasing, Division of Canadian Road Leasing Company		Canada

Debtor Party

* Item #:	1	Address:	602 48TH ST E
Party ID:	153958128-1		SASKATOON, Saskatchewan
Entity Type:	Business		S7K6K4
Name:	THREEOSIX INDUSTRIAL SERVICES INC.		Canada

Serial Property

Item #:	1	Year:	2023
Serial Type:	Motor Vehicle	Make/Desc:	FORD
Serial #:	1FTFW1E5XPKD21108	Model:	F150
Override:	Yes	Color:	



Saskatchewan
Personal Property Registry
Search Result

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 06-Mar-2023 08:49:57

Registration #: 302393691
Expiry Date: 06-Mar-2026

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: NO

Registrant

Party ID:	153208949-1	Address:	2 ROBERT SPECK PARKWAY, 15TH FLOOR
Entity Type:	Business		MISSISSAUGA, Ontario
Name:	D + H LIMITED PARTNERSHIP		L4Z1H8
			Canada

Secured Party

Item #:	1	Address:	Box 1800 RPO LAKESHORE WEST
Party ID:	153778626-1		OAKVILLE, Ontario
Entity Type:	Business		L6K0J8
Name:	Ford Credit Canada Leasing, Division of Canadian Road Leasing Company		Canada

Debtor Party

* Item #:	1	Address:	602 48TH ST E
Party ID:	153958128-1		SASKATOON, Saskatchewan
Entity Type:	Business		S7K6K4
Name:	THREEOSIX INDUSTRIAL SERVICES INC.		Canada

Serial Property

Item #:	1	Year:	2023
Serial Type:	Motor Vehicle	Make/Desc:	FORD
Serial #:	1FTFW1E55PKD20738	Model:	F150
Override:	Yes	Color:	



Saskatchewan
Personal Property Registry
Search Result

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 13-Sep-2023 12:36:38

Registration #: 302464137
Expiry Date: 13-Sep-2026

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: NO

Registrant

Party ID:	153208949-1	Address:	2 ROBERT SPECK PARKWAY, 15TH FLOOR
Entity Type:	Business		MISSISSAUGA, Ontario
Name:	D + H LIMITED PARTNERSHIP		L4Z1H8
			Canada

Secured Party

Item #:	1	Address:	Box 1800 RPO LAKESHORE WEST
Party ID:	153778626-1		OAKVILLE, Ontario
Entity Type:	Business		L6K0J8
Name:	Ford Credit Canada Leasing, Division of Canadian Road Leasing Company		Canada

Debtor Party

* Item #:	1	Address:	602 48TH ST E
Party ID:	153958128-1		SASKATOON, Saskatchewan
Entity Type:	Business		S7K6K4
Name:	THREEOSIX INDUSTRIAL SERVICES INC.		Canada

Serial Property

Item #:	1	Year:	2023
Serial Type:	Motor Vehicle	Make/Desc:	FORD
Serial #:	1FTFW1E5XPKE85426	Model:	F150
Override:	Yes	Color:	



Saskatchewan
Personal Property Registry
Search Result

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 05-Jun-2024 10:21:34

Registration #: 302559463
Expiry Date: 05-Jun-2027

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: NO

Registrant

Party ID:	153208949-1	Address:	2 ROBERT SPECK PARKWAY, 15TH FLOOR
Entity Type:	Business		MISSISSAUGA, Ontario
Name:	D + H LIMITED PARTNERSHIP		L4Z1H8 Canada

Secured Party

Item #:	1	Address:	PO BOX 8651 STN MAIN
Party ID:	154335896-1		CONCORD, Ontario
Entity Type:	Business		L4K0N8
Name:	Ford Credit Canada Leasing, Division of Canadian Road Leasing Company		Canada

Debtor Party

* Item #:	1	Address:	602 48TH STREET EAST
Party ID:	154381796-1		SASKATOON, Saskatchewan
Entity Type:	Business		S7K6K4
Name:	THREEOSIX INDUSTRIAL SERVICES INC.		Canada

Serial Property

Item #:	1	Year:	2024
Serial Type:	Motor Vehicle	Make/Desc:	FORD
Serial #:	1FTFW4L85RFA69052	Model:	F150
Override:	Yes	Color:	



Saskatchewan
Personal Property Registry
Search Result

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 13-Aug-2024 10:26:59

Registration #: 302585934
Expiry Date: 13-Aug-2029

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: NO

Registrant

Party ID:	153208949-1	Address:	2 ROBERT SPECK PARKWAY, 15TH FLOOR
Entity Type:	Business		MISSISSAUGA, Ontario
Name:	D + H LIMITED PARTNERSHIP		L4Z1H8
			Canada

Secured Party

Item #:	1	Address:	PO BOX 8651 STN MAIN
Party ID:	154335825-1		CONCORD, Ontario
Entity Type:	Business		L4K0N8
Name:	Ford Credit Canada Company		Canada

Debtor Party

* Item #:	1	Address:	9205 37 AVE NW
Party ID:	154428249-1		EDMONTON, Alberta
Entity Type:	Business		T6E5K9
Name:	THREEOSIX INDUSTRIAL SERVICES INC.		Canada

Serial Property

Item #:	1	Year:	2024
Serial Type:	Motor Vehicle	Make/Desc:	FORD
Serial #:	1FT8W3BT3RED76735	Model:	F350
Override:	Yes	Color:	



Saskatchewan
Personal Property Registry
Search Result

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 29-Aug-2024 08:44:15

Registration #: 302592645
Expiry Date: 29-Aug-2029

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: NO

Registrant

Party ID:	153208949-1	Address:	2 ROBERT SPECK PARKWAY, 15TH FLOOR
Entity Type:	Business		MISSISSAUGA, Ontario
Name:	D + H LIMITED PARTNERSHIP		L4Z1H8
			Canada

Secured Party

Item #:	1	Address:	36 York Mills Road, 4th Floor
Party ID:	152254449-1		Toronto, Ontario
Entity Type:	Business		M2P0A4
Name:	Royal Bank Of Canada		Canada

Debtor Party

* Item #:	1	Address:	602 48TH STREET E
Party ID:	154440108-1		Saskatoon, Saskatchewan
Entity Type:	Business		S7K6K4
Name:	THREEOSIX INDUSTRIAL SERVICES INC.		Canada

General Property

PMSI, PROCEEDS CLAIMED ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY



Saskatchewan
Personal Property Registry
Search Result

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 24-Dec-2024 12:53:55

Registration #: 302636027
Expiry Date: 24-Dec-2029

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: NO

Registrant

Party ID:	153208949-1	Address:	2 ROBERT SPECK PARKWAY, 15TH FLOOR
Entity Type:	Business		MISSISSAUGA, Ontario
Name:	D + H LIMITED PARTNERSHIP		L4Z1H8
			Canada

Secured Party

Item #:	1	Address:	PO BOX 8651 STN MAIN
Party ID:	154335825-1		CONCORD, Ontario
Entity Type:	Business		L4K0N8
Name:	Ford Credit Canada Company		Canada

Debtor Party

* Item #:	1	Address:	9205 37 AVENUE NORTHWEST
Party ID:	154516887-1		EDMONTON, Alberta
Entity Type:	Business		T6E5K9
Name:	THREEOSIX INDUSTRIAL SERVICES INC.		Canada

Serial Property

Item #:	1	Year:	2024
Serial Type:	Motor Vehicle	Make/Desc:	FORD
Serial #:	1FTEW2LP1RFA34354	Model:	F150
Override:	Yes	Color:	



Saskatchewan
Personal Property Registry
Search Result

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 27-Dec-2024 14:12:20

Registration #: 302636560
Expiry Date: 27-Dec-2030

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: NO

Registrant

Party ID:	153208949-1	Address:	2 ROBERT SPECK PARKWAY, 15TH FLOOR
Entity Type:	Business		MISSISSAUGA, Ontario
Name:	D + H LIMITED PARTNERSHIP		L4Z1H8
			Canada

Secured Party

Item #:	1	Address:	PO BOX 8651 STN MAIN
Party ID:	154335825-1		CONCORD, Ontario
Entity Type:	Business		L4K0N8
Name:	Ford Credit Canada Company		Canada

Debtor Party

* Item #:	1	Address:	9205 37 AVENUE NORTHWEST
Party ID:	154516887-1		EDMONTON, Alberta
Entity Type:	Business		T6E5K9
Name:	THREEOSIX INDUSTRIAL SERVICES INC.		Canada

Serial Property

Item #:	1	Year:	2024
Serial Type:	Motor Vehicle	Make/Desc:	FORD
Serial #:	1FTFW4L8XRFB78400	Model:	F150
Override:	Yes	Color:	



Saskatchewan
Personal Property Registry
Search Result

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 11-Feb-2025 08:00:26

Registration #: 302651751
Expiry Date: 11-Feb-2030

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: NO

Registrant

Party ID:	153208949-1	Address:	2 ROBERT SPECK PARKWAY, 15TH FLOOR
Entity Type:	Business		MISSISSAUGA, Ontario
Name:	D + H LIMITED PARTNERSHIP		L4Z1H8
			Canada

Secured Party

Item #:	1	Address:	PO BOX 8651 STN MAIN
Party ID:	154335825-1		CONCORD, Ontario
Entity Type:	Business		L4K0N8
Name:	Ford Credit Canada Company		Canada

Debtor Party

* Item #:	1	Address:	875 GATEWAY RD
Party ID:	154544282-1		WINNIPEG, Manitoba
Entity Type:	Business		R2K3L1
Name:	THREEOSIX INDUSTRIAL SERVICES INC.		Canada

Serial Property

Item #:	1	Year:	2024
Serial Type:	Motor Vehicle	Make/Desc:	FORD
Serial #:	1FTFW4L80RFB55921	Model:	F150
Override:	Yes	Color:	



Saskatchewan
Personal Property Registry
Search Result

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 11-Feb-2025 08:01:31

Registration #: 302651754
Expiry Date: 11-Feb-2030

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: NO

Registrant

Party ID:	153208949-1	Address:	2 ROBERT SPECK PARKWAY, 15TH FLOOR
Entity Type:	Business		MISSISSAUGA, Ontario
Name:	D + H LIMITED PARTNERSHIP		L4Z1H8
			Canada

Secured Party

Item #:	1	Address:	PO BOX 8651 STN MAIN
Party ID:	154335825-1		CONCORD, Ontario
Entity Type:	Business		L4K0N8
Name:	Ford Credit Canada Company		Canada

Debtor Party

* Item #:	1	Address:	875 GATEWAY RD
Party ID:	154544282-1		WINNIPEG, Manitoba
Entity Type:	Business		R2K3L1
Name:	THREEOSIX INDUSTRIAL SERVICES INC.		Canada

Serial Property

Item #:	1	Year:	2024
Serial Type:	Motor Vehicle	Make/Desc:	FORD
Serial #:	1FTFW4L55RFC11874	Model:	F150
Override:	Yes	Color:	



Saskatchewan
Personal Property Registry
Search Result

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 01-Apr-2025 09:12:16

Registration #: 302670211
Expiry Date: 01-Apr-2028

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: NO

Registrant

Party ID:	153208949-1	Address:	2 ROBERT SPECK PARKWAY, 15TH FLOOR
Entity Type:	Business		MISSISSAUGA, Ontario
Name:	D + H LIMITED PARTNERSHIP		L4Z1H8
			Canada

Secured Party

Item #:	1	Address:	PO BOX 8651 STN MAIN
Party ID:	154335896-1		CONCORD, Ontario
Entity Type:	Business		L4K0N8
Name:	Ford Credit Canada Leasing, Division of Canadian Road Leasing Company		Canada

Debtor Party

* Item #:	1	Address:	9205 37 AVENUE NW
Party ID:	154577020-1		EDMONTON, Alberta
Entity Type:	Business		T6E5K9
Name:	THREEOSIX INDUSTRIAL SERVICES INC.		Canada

Serial Property

Item #:	1	Year:	2024
Serial Type:	Motor Vehicle	Make/Desc:	FORD
Serial #:	1FTEW2LP7RKD02055	Model:	F150
Override:	Yes	Color:	



Saskatchewan
Personal Property Registry
Search Result

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 09-Apr-2025 08:41:05

Registration #: 302674714
Expiry Date: 09-Apr-2028

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: NO

Registrant

Party ID:	153208949-1	Address:	2 ROBERT SPECK PARKWAY, 15TH FLOOR
Entity Type:	Business		MISSISSAUGA, Ontario
Name:	D + H LIMITED PARTNERSHIP		L4Z1H8
			Canada

Secured Party

Item #:	1	Address:	PO BOX 8651 STN MAIN
Party ID:	154335896-1		CONCORD, Ontario
Entity Type:	Business		L4K0N8
Name:	Ford Credit Canada Leasing, Division of Canadian Road Leasing Company		Canada

Debtor Party

* Item #:	1	Address:	602 48TH ST E
Party ID:	153958128-1		SASKATOON, Saskatchewan
Entity Type:	Business		S7K6K4
Name:	THREEOSIX INDUSTRIAL SERVICES INC.		Canada

Serial Property

Item #:	1	Year:	2025
Serial Type:	Motor Vehicle	Make/Desc:	FORD
Serial #:	1FTFW5L85SFA44289	Model:	F150
Override:	Yes	Color:	



Saskatchewan
Personal Property Registry
Search Result

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 12-May-2025 12:01:34

Registration #: 302689692
Expiry Date: 12-May-2035

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: No

Registrant

Party ID:	153439342-1	Address:	207 - 120 Sonnenschein Way
Entity Type:	Business		Saskatoon, Saskatchewan
Name:	Burgess Law Professional Corporation		S7M0W2 Canada

Secured Party

Item #:	1	Address:	201-728 Spadina Cr E
Party ID:	154607312-1		Saskatoon, Saskatchewan
Entity Type:	Business		S7K3H2
Name:	Buffalo River Development LP, by its general partner, Buffalo River Enterprises Corp.		Canada

Debtor Party

* Item #:	1	Address:	602 48th St E
Party ID:	154607320-1		Saskatoon, Saskatchewan
Entity Type:	Business		S7K6K4
Name:	Threeosix Industrial Services Inc.		Canada

General Property

A security interest is taken in all of the debtor's present and after-acquired personal property



Saskatchewan
Personal Property Registry
Search Result

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 20-May-2025 10:13:34

Registration #: 302692423
Expiry Date: 20-May-2026

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: No

Registrant

Party ID:	154438626-1	Address:	11285 - 274 STREET
Entity Type:	Business		Acheson, Alberta
Name:	SMS Equipment Inc.		T7X6P9
			Canada

Secured Party

Item #:	1	Address:	11285 - 274 STREET
Party ID:	154438626-1		Acheson, Alberta
Entity Type:	Business		T7X6P9
Name:	SMS Equipment Inc.		Canada

Debtor Party

* Item #:	1	Address:	602 48TH STREET E
Party ID:	153976126-1		SASKATOON, Saskatchewan
Entity Type:	Business		S7K6K4
Name:	THREEOSIX INDUSTRIAL SERVICES INC.		Canada

Serial Property

Item #:	1	Year:	2025
Serial Type:	Motor Vehicle	Make/Desc:	KOMATSU
Serial #:	46546	Model:	D61PXI-24
Override:	Yes	Color:	

General Property

ONE KOMATSU D61PXI-24 CRAWLER TRACTOR SN 46546 TOGETHER WITH ALL PRESENT AND AFTER ACQUIRED ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS, AND A RIGHT TO AN INSURANCE PAYMENT OR ANY PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO SUCH COLLATERAL OR PROCEEDS OF SUCH COLLATERAL.



Saskatchewan
Personal Property Registry
Search Result

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 15-Jul-2025 08:10:27

Registration #: 302715420
Expiry Date: 15-Jul-2035

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: NO

Registrant

Party ID:	153208949-1	Address:	2 ROBERT SPECK PARKWAY, 15TH FLOOR
Entity Type:	Business		MISSISSAUGA, Ontario
Name:	D + H LIMITED PARTNERSHIP		L4Z1H8
			Canada

Secured Party

Item #:	1	Address:	5575 NORTH SERVICE RD,STE 300
Party ID:	153884731-1		BURLINGTON, Ontario
Entity Type:	Business		L7L6M1
Name:	ROYAL BANK OF CANADA		Canada

Debtor Party

* Item #:	1	Address:	602 48th Street E
Party ID:	154651176-1		Saskatoon, Saskatchewan
Entity Type:	Business		S7K6K4
Name:	THREEOSIX INDUSTRIAL SERVICES INC.		Canada

General Property

AS PER MASTER LEASE AGREEMENT DATED JULY 14, 2025 TOGETHER WITH ALL INVENTORY AND EQUIPMENT NOW OR HEREAFTER ACQUIRED BY THE DEBTOR AND FINANCED BY THE SECURED PARTY TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.



Saskatchewan
Personal Property Registry
Search Result

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 15-Jul-2025 08:11:27

Registration #: 302715421
Expiry Date: 15-Jul-2029

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: NO

Registrant

Party ID:	153208949-1	Address:	2 ROBERT SPECK PARKWAY, 15TH FLOOR
Entity Type:	Business		MISSISSAUGA, Ontario
Name:	D + H LIMITED PARTNERSHIP		L4Z1H8
			Canada

Secured Party

Item #:	1	Address:	5575 NORTH SERVICE RD,STE 300
Party ID:	153884731-1		BURLINGTON, Ontario
Entity Type:	Business		L7L6M1
Name:	ROYAL BANK OF CANADA		Canada

Debtor Party

* Item #:	1	Address:	602 48th Street E
Party ID:	154651176-1		Saskatoon, Saskatchewan
Entity Type:	Business		S7K6K4
Name:	THREEOSIX INDUSTRIAL SERVICES INC.		Canada

Serial Property

Item #:	1	Year:	2025
Serial Type:	Motor Vehicle	Make/Desc:	Takeuchi
Serial #:	412108856	Model:	TL12R2-CRHR
Override:	Yes	Color:	
Item #:	2	Year:	2025
Serial Type:	Motor Vehicle	Make/Desc:	Takeuchi
Serial #:	2403041	Model:	UML/SSL-175 SONIC
Override:	Yes	Color:	
Item #:	3	Year:	2025
Serial Type:	Motor Vehicle	Make/Desc:	Takeuchi
Serial #:	3020734	Model:	TL 12V2-CR
Override:	Yes	Color:	

General Property

EQUIPMENT AS FURTHER DESCRIBED UNDER LEASE CONTRACT # 201000088008. Equipment Description 2025 Takeuchi Track Loader (SN 412108856) c/w 2025 Fae Mulcher (SN 24-03041) and 2025 84" High Capacity HD Dirt Bucket (SN 3020734), TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS



**Saskatchewan
Personal Property Registry
Search Result**

INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.



Saskatchewan
Personal Property Registry
Search Result

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 23-Jul-2025 14:41:37

Registration #: 302719092
Expiry Date: 23-Jul-2030

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: NO

Registrant

Party ID:	153208949-1	Address:	2 ROBERT SPECK PARKWAY, 15TH FLOOR
Entity Type:	Business		MISSISSAUGA, Ontario
Name:	D + H LIMITED PARTNERSHIP		L4Z1H8 Canada

Secured Party

Item #:	1	Address:	5575 NORTH SERVICE RD, STE 300
Party ID:	153884731-1		BURLINGTON, Ontario
Entity Type:	Business		L7L6M1
Name:	ROYAL BANK OF CANADA		Canada

Debtor Party

* Item #:	1	Address:	602 48th Street E
Party ID:	154651176-1		Saskatoon, Saskatchewan
Entity Type:	Business		S7K6K4
Name:	THREEOSIX INDUSTRIAL SERVICES INC.		Canada

Serial Property

Item #:	1	Year:	2024
Serial Type:	Motor Vehicle	Make/Desc:	FAE
Serial #:	00915	Model:	PT-300
Override:	Yes	Color:	

General Property

EQUIPMENT AS FURTHER DESCRIBED UNDER LEASE CONTRACT # 201000088150 .. Equipment Description, 2024 New FAE PT-300 Forestry Mulcher With accessories & Including the attachment New Miscellaneous 200/U 225 Mulching H S000049 2400215 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.



Saskatchewan
Personal Property Registry
Search Result

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 22-May-2019 10:08:45

Registration #: 301905753
Expiry Date: 22-May-2031

Event Type: Amendment
Transaction Reason: Regular

Notations

Trust Indenture: NO

Registrant

Party ID:	153981027-1	Address:	1100 - 122 1st Avenue South
Entity Type:	Business		Saskatoon, Saskatchewan
Name:	W Law LLP		S7K7E5
			Canada

Secured Party

Item #:	2	Address:	36 York Mills Rd 4th Flr
Party ID:	151543352-1		Toronto, Ontario
Entity Type:	Business		M2P0A4
Name:	Royal Bank of Canada		Canada

Debtor Party

* Item #:	1	Address:	40 UNGER ST
Party ID:	153239238-1		SASKATOON, Saskatchewan
Entity Type:	Business		S7K3J7
Name:	THREE-O-SIX INDUSTRIAL SERVICES INC.		Canada
* Item #:	2	Address:	#205 - 2100 AIRPORT DR
Party ID:	153707351-1		SASKATOON, Saskatchewan
Entity Type:	Business		S7L6M6
Name:	THREEOSIX INDUSTRIAL SERVICES INC.		Canada

General Property

LF271 Proceeds claimed the company hereby grants to the bank a security interest in all of the company's undertakings and all its personal property and assets for the time being, both present and future, of whatsoever nature and kind and wheresoever situate and, without in any way limiting the generality of the foregoing, the undertaking, property and assets referred to above shall include all the company's present and future goodwill, trade marks, inventions, processes, patents and patent rights, franchises, privileges benefits, immunities, materials, supplies, inventories, furniture, implements, rents, revenues, incomes, monies, contracts, agreements, leases, licenses, credits, book debts, accounts receivable, negotiable and non-negotiable instruments, judgments, securities, choses in action, unpaid capital and all other property and things of value of every kind and nature, tangible and intangible, legal or equitable, which the company may be possessed of or entitled to or which may hereafter be acquired by the company.



Saskatchewan Personal Property Registry Search Result

History - Setup

Registration Type: Personal Property Security Agreement
Registration Date: 22-May-2019 10:08:45

Registration #: 301905753
Transaction #: 1
Expiry Date: 22-May-2024

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: NO

Registrant

Party ID:	150000519-1	Address:	4126 Norland Avenue
Entity Type:	Business		Burnaby, British Columbia
Name:	Canadian Securities Registration Systems		V5G3S8
			Canada

Secured Party

Item #:	1	Address:	250 Yonge Street, 9th Floor
Party ID:	153191738-1		Toronto, Ontario
Entity Type:	Business		M5B2L7
Name:	Bank of Montreal/Banque de Montreal		Canada

Debtor Party

Item #:	1	Address:	40 UNGER ST
Party ID:	153239238-1		SASKATOON, Saskatchewan
Entity Type:	Business		S7K3J7
Name:	THREE-O-SIX INDUSTRIAL SERVICES INC.		Canada

General Property

LF271 Proceeds claimed the company hereby grants to the bank a security interest in all of the company's undertakings and all its personal property and assets for the time being, both present and future, of whatsoever nature and kind and wheresoever situate and, without in any way limiting the generality of the foregoing, the undertaking, property and assets referred to above shall include all the company's present and future goodwill, trade marks, inventions, processes, patents and patent rights, franchises, privileges benefits, immunities, materials, supplies, inventories, furniture, implements, rents, revenues, incomes, monies, contracts, agreements, leases, licenses, credits, book debts, accounts receivable, negotiable and non-negotiable instruments, judgments, securities, choses in action, unpaid capital and all other property and things of value of every kind and nature, tangible and intangible, legal or equitable, which the company may be possessed of or entitled to or which may hereafter be acquired by the company.

History - Amendment

Amendment Date: 15-Jun-2021 10:42:15

Registration #: 301905753
Transaction #: 2



Saskatchewan Personal Property Registry Search Result

Event Type: Amendment
Transaction Reason: Regular

Registrant

Party ID:	152698791-1	Address:	1500 - 1874 SCARTH ST.
Entity Type:	Business		REGINA, Saskatchewan
Name:	MLT Aikins LLP		S4P4E9
			Canada

Debtor Party

Action:	Add		
Item #:	2	Address:	#205 - 2100 AIRPORT DR
Party ID:	153707351-1		SASKATOON, Saskatchewan
Entity Type:	Business		S7L6M6
Name:	THREEOSIX INDUSTRIAL SERVICES INC.		Canada

History - Amendment

Amendment Date: 22-Mar-2024 08:25:23

Registration #: 301905753
Transaction #: 3
Expiry Date: 22-May-2026

Event Type: Amendment
Transaction Reason: Regular

Transaction Description: Renewal Description

Life Time: Life Time Amended

Registrant

Party ID:	153208949-1	Address:	2 ROBERT SPECK PARKWAY, 15TH FLOOR
Entity Type:	Business		MISSISSAUGA, Ontario
Name:	D + H LIMITED PARTNERSHIP		L4Z1H8
			Canada

History - Amendment

Amendment Date: 14-Feb-2025 11:39:50

Registration #: 301905753
Transaction #: 4

Event Type: Amendment
Transaction Reason: Regular

RIN: Registration Identification Number Amended

Registrant

Party ID:	153981027-1	Address:	1100 - 122 1st Avenue South
Entity Type:	Business		Saskatoon, Saskatchewan
Name:	W Law LLP		S7K7E5
			Canada



Saskatchewan Personal Property Registry Search Result

Secured Party

Action:	Delete	Address:	250 Yonge Street, 9th Floor
Item #:	1		Toronto, Ontario
Party ID:	153191738-1		M5B2L7
Entity Type:	Business		Canada
Name:	Bank of Montreal/Banque de Montreal		
Action:	Add	Address:	36 York Mills Rd 4th Flr
Item #:	2		Toronto, Ontario
Party ID:	151543352-1		M2P0A4
Entity Type:	Business		Canada
Name:	Royal Bank of Canada		

History - Amendment

Amendment Date: 11-Mar-2025 15:29:46

Registration #: 301905753

Transaction #: 5

Expiry Date: 22-May-2031

Event Type: Amendment
Transaction Reason: Regular

Life Time: Life Time Amended

Registrant

Party ID:	153981027-1	Address:	1100 - 122 1st Avenue South
Entity Type:	Business		Saskatoon, Saskatchewan
Name:	W Law LLP		S7K7E5
			Canada



Saskatchewan Personal Property Registry Search Result

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 12-Aug-2019 12:06:28

Registration #: 301938454
Expiry Date: 12-Aug-2031

Event Type: Amendment
Transaction Reason: Regular

Notations

Trust Indenture: NO

Registrant

Party ID:	153981027-1	Address:	1100 - 122 1st Avenue South
Entity Type:	Business		Saskatoon, Saskatchewan
Name:	W Law LLP		S7K7E5 Canada

Secured Party

Item #:	2	Address:	36 York Mills Rd 4th Flr
Party ID:	151543352-1		Toronto, Ontario
Entity Type:	Business		M2P0A4
Name:	Royal Bank of Canada		Canada

Debtor Party

* Item #:	1	Address:	40 UNGER ST
Party ID:	153239238-1		SASKATOON, Saskatchewan
Entity Type:	Business		S7K3J7
Name:	THREE-O-SIX INDUSTRIAL SERVICES INC.		Canada
* Item #:	2	Address:	#205 - 2100 AIRPORT DR
Party ID:	153707351-1		SASKATOON, Saskatchewan
Entity Type:	Business		S7L6M6
Name:	THREEOSIX INDUSTRIAL SERVICES INC.		Canada

General Property

LF32 All debts, claims, demands and choses in action including all book debts, now due or hereafter to become due, together with all judgments, securities, demands and choses in action and related thereto and all books and accounts, letters, invoices and other documents in any way relating to the said debts, demands and choses in action and any claims for insurance.

History - Setup

Registration Type: Personal Property Security Agreement
Registration Date: 12-Aug-2019 12:06:28

Registration #: 301938454
Transaction #: 1
Expiry Date: 12-Aug-2024

Event Type: Setup
Transaction Reason: Regular



Saskatchewan Personal Property Registry Search Result

Notations

Trust Indenture: NO

Registrant

Party ID:	150000519-1	Address:	4126 Norland Avenue
Entity Type:	Business		Burnaby, British Columbia
Name:	Canadian Securities Registration Systems		V5G3S8 Canada

Secured Party

Item #:	1	Address:	250 Yonge Street, 9th Floor
Party ID:	153191738-1		Toronto, Ontario
Entity Type:	Business		M5B2L7
Name:	Bank of Montreal/Banque de Montreal		Canada

Debtor Party

Item #:	1	Address:	40 UNGER ST
Party ID:	153239238-1		SASKATOON, Saskatchewan
Entity Type:	Business		S7K3J7
Name:	THREE-O-SIX INDUSTRIAL SERVICES INC.		Canada

General Property

LF32 All debts, claims, demands and choses in action including all book debts, now due or hereafter to become due, together with all judgments, securities, demands and choses in action and related thereto and all books and accounts, letters, invoices and other documents in any way relating to the said debts, demands and choses in action and any claims for insurance.

History - Amendment

Amendment Date: 15-Jun-2021 10:42:45

Registration #: 301938454

Transaction #: 2

Event Type: Amendment
Transaction Reason: Regular

Registrant

Party ID:	152698791-1	Address:	1500 - 1874 SCARTH ST.
Entity Type:	Business		REGINA, Saskatchewan
Name:	MLT Aikins LLP		S4P4E9 Canada

Debtor Party

Action:	Add		
Item #:	2	Address:	#205 - 2100 AIRPORT DR
Party ID:	153707351-1		SASKATOON, Saskatchewan
Entity Type:	Business		S7L6M6
Name:	THREEOSIX INDUSTRIAL SERVICES INC.		Canada



Saskatchewan Personal Property Registry Search Result

History - Amendment

Amendment Date: 24-Jun-2024 15:05:34

Registration #: 301938454

Transaction #: 3

Expiry Date: 12-Aug-2026

Event Type: Amendment

Transaction Reason: Regular

Transaction Description: Renewal Description

Life Time: Life Time Amended

Registrant

Party ID:	153208949-1	Address:	2 ROBERT SPECK PARKWAY, 15TH FLOOR
Entity Type:	Business		MISSISSAUGA, Ontario
Name:	D + H LIMITED PARTNERSHIP		L4Z1H8
			Canada

History - Amendment

Amendment Date: 14-Feb-2025 11:37:13

Registration #: 301938454

Transaction #: 4

Event Type: Amendment

Transaction Reason: Regular

RIN: Registration Identification Number Amended

Registrant

Party ID:	153981027-1	Address:	1100 - 122 1st Avenue South
Entity Type:	Business		Saskatoon, Saskatchewan
Name:	W Law LLP		S7K7E5
			Canada

Secured Party

Action:	Delete		
Item #:	1	Address:	250 Yonge Street, 9th Floor
Party ID:	153191738-1		Toronto, Ontario
Entity Type:	Business		M5B2L7
Name:	Bank of Montreal/Banque de Montreal		Canada
Action:	Add		
Item #:	2	Address:	36 York Mills Rd 4th Flr
Party ID:	151543352-1		Toronto, Ontario
Entity Type:	Business		M2P0A4
Name:	Royal Bank of Canada		Canada

History - Amendment



Saskatchewan Personal Property Registry Search Result

Amendment Date: 11-Mar-2025 15:30:55

Registration #: 301938454

Transaction #: 5

Expiry Date: 12-Aug-2031

Event Type: Amendment

Transaction Reason: Regular

Life Time: Life Time Amended

Registrant

Party ID:	153981027-1	Address:	1100 - 122 1st Avenue South
Entity Type:	Business		Saskatoon, Saskatchewan
Name:	W Law LLP		S7K7E5
			Canada



Saskatchewan Personal Property Registry Search Result

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 18-Feb-2020 16:45:10

Registration #: 302006801
Expiry Date: 18-Feb-2030

Event Type: Amendment
Transaction Reason: Regular

Notations

Trust Indenture: NO

Registrant

Party ID:	153981027-1	Address:	1100 - 122 1st Avenue South
Entity Type:	Business		Saskatoon, Saskatchewan
Name:	W Law LLP		S7K7E5 Canada

Secured Party

Item #:	2	Address:	36 York Mills Rd 4th Flr
Party ID:	151543352-1		Toronto, Ontario
Entity Type:	Business		M2P0A4
Name:	Royal Bank of Canada		Canada

Debtor Party

* Item #:	1	Address:	2100 AIRPORT DR, SUITE 205
Party ID:	153408181-1		SASKATOON, Saskatchewan
Entity Type:	Business		S7L6M6
Name:	THREE-O-SIX INDUSTRIAL SERVICES INC.		Canada
* Item #:	2	Address:	#205 - 2100 AIRPORT DR
Party ID:	153707351-1		SASKATOON, Saskatchewan
Entity Type:	Business		S7L6M6
Name:	THREEOSIX INDUSTRIAL SERVICES INC.		Canada

Serial Property

Item #:	1	Year:	2020
Serial Type:	Motor Vehicle	Make/Desc:	Bobcat
Serial #:	B3FM18119	Model:	3400XL
Override:	Yes	Color:	

General Property

LF278 Accounts, cash, choses in action, chattel, paper, intangibles, insurance proceeds and any, and all additions, substitutions or proceeds of the general collateral.
Location of Chattel:
205 - 2100 Airport Dr
Saskatoon, SK S7L 6M6
Description of Chattel:
2020 Bobcat 3400XL - SN B3FM18119

History - Setup



Saskatchewan Personal Property Registry Search Result

Registration Type: Personal Property Security Agreement
Registration Date: 18-Feb-2020 16:45:10

Registration #: 302006801
Transaction #: 1
Expiry Date: 18-Feb-2025

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: NO

Registrant

Party ID:	150000519-1	Address:	4126 Norland Avenue
Entity Type:	Business		Burnaby, British Columbia
Name:	Canadian Securities Registration Systems		V5G3S8
			Canada

Secured Party

Item #:	1	Address:	250 Yonge Street, 9th Floor
Party ID:	153191738-1		Toronto, Ontario
Entity Type:	Business		M5B2L7
Name:	Bank of Montreal/Banque de Montreal		Canada

Debtor Party

Item #:	1	Address:	2100 AIRPORT DR, SUITE 205
Party ID:	153408181-1		SASKATOON, Saskatchewan
Entity Type:	Business		S7L6M6
Name:	THREE-O-SIX INDUSTRIAL SERVICES INC.		Canada

Serial Property

Item #:	1	Year:	2020
Serial Type:	Motor Vehicle	Make/Desc:	Bobcat
Serial #:	B3FM18119	Model:	3400XL
Override:	Yes	Color:	

General Property

LF278 Accounts, cash, choses in action, chattel, paper, intangibles, insurance proceeds and any, and all additions, substitutions or proceeds of the general collateral.
Location of Chattel:
205 - 2100 Airport Dr
Saskatoon, SK S7L 6M6
Description of Chattel:
2020 Bobcat 3400XL - SN B3FM18119

History - Amendment

Amendment Date: 15-Jun-2021 10:43:54

Registration #: 302006801
Transaction #: 2

Event Type: Amendment
Transaction Reason: Regular



Saskatchewan Personal Property Registry Search Result

Registrant

Party ID:	152698791-1	Address:	1500 - 1874 SCARTH ST.
Entity Type:	Business		REGINA, Saskatchewan
Name:	MLT Aikins LLP		S4P4E9 Canada

Debtor Party

Action:	Add	Address:	#205 - 2100 AIRPORT DR
Item #:	2		SASKATOON, Saskatchewan
Party ID:	153707351-1		S7L6M6
Entity Type:	Business		Canada
Name:	THREEOSIX INDUSTRIAL SERVICES INC.		

History - Amendment

Amendment Date: 13-Dec-2024 10:21:02

Registration #: 302006801

Transaction #: 3

Expiry Date: 18-Feb-2030

Event Type: Amendment
Transaction Reason: Regular

Transaction Description: Renewal Description

Life Time: Life Time Amended

Registrant

Party ID:	153208949-1	Address:	2 ROBERT SPECK PARKWAY, 15TH FLOOR
Entity Type:	Business		MISSISSAUGA, Ontario
Name:	D + H LIMITED PARTNERSHIP		L4Z1H8 Canada

History - Amendment

Amendment Date: 14-Feb-2025 11:41:23

Registration #: 302006801

Transaction #: 4

Event Type: Amendment
Transaction Reason: Regular

RIN: Registration Identification Number Amended

Registrant

Party ID:	153981027-1	Address:	1100 - 122 1st Avenue South
Entity Type:	Business		Saskatoon, Saskatchewan
Name:	W Law LLP		S7K7E5 Canada



Saskatchewan Personal Property Registry Search Result

Secured Party

Action:	Delete	Address:	250 Yonge Street, 9th Floor
Item #:	1		Toronto, Ontario
Party ID:	153191738-1		M5B2L7
Entity Type:	Business		Canada
Name:	Bank of Montreal/Banque de Montreal		
Action:	Add	Address:	36 York Mills Rd 4th Flr
Item #:	2		Toronto, Ontario
Party ID:	151543352-1		M2P0A4
Entity Type:	Business		Canada
Name:	Royal Bank of Canada		



Saskatchewan
Personal Property Registry
Search Result

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 20-Feb-2020 18:27:01

Registration #: 302007657
Expiry Date: 20-Feb-2030

Event Type: Amendment
Transaction Reason: Regular

Notations

Trust Indenture: NO

Registrant

Party ID:	153981027-1	Address:	1100 - 122 1st Avenue South
Entity Type:	Business		Saskatoon, Saskatchewan
Name:	W Law LLP		S7K7E5
			Canada

Secured Party

Item #:	2	Address:	36 York Mills Rd 4th Flr
Party ID:	151543352-1		Toronto, Ontario
Entity Type:	Business		M2P0A4
Name:	Royal Bank of Canada		Canada

Debtor Party

* Item #:	1	Address:	205 - 2100 Airport Dr.
Party ID:	153409775-1		Saskatoon, Saskatchewan
Entity Type:	Business		S7L6M6
Name:	THREE-O-SIX INDUSTRIAL SERVICES INC.		Canada
* Item #:	2	Address:	#205 - 2100 AIRPORT DR
Party ID:	153707357-1		Saskatoon, Saskatchewan
Entity Type:	Business		S7L6M6
Name:	THREEOSIX INDUSTRIAL SERVICES INC.		Canada

Serial Property

Item #:	1	Year:	2015
Serial Type:	Motor Vehicle	Make/Desc:	Polaris
Serial #:	4XARUAD18FT3648	Model:	Ranger
Override:	Yes	Color:	
Item #:	2	Year:	2015
Serial Type:	Motor Vehicle	Make/Desc:	Bobcat
Serial #:	4XAB3FMA6F8011222	Model:	3400XL
Override:	No	Color:	
Item #:	3	Year:	2017
Serial Type:	Trailer	Make/Desc:	Big Tex
Serial #:	16VGX250J6000695	Model:	Gooseneck Tandem
Override:	No	Color:	



Saskatchewan Personal Property Registry Search Result

Item #:	4	Year:	2018
Serial Type:	Trailer	Make/Desc:	Royal
Serial #:	259AL2266J1041593	Model:	12' Enclosed Traile
Override:	No	Color:	
Item #:	5	Year:	2005
Serial Type:	Trailer	Make/Desc:	Ideal
Serial #:	2D9FA62D35V098808	Model:	Black Ideal Trailer
Override:	No	Color:	
Item #:	6	Year:	2011
Serial Type:	Trailer	Make/Desc:	Mobi-Light
Serial #:	IM9BU17107W759852	Model:	25kw Light Tow
Override:	No	Color:	
Item #:	7	Year:	2018
Serial Type:	Motor Vehicle	Make/Desc:	TMS
Serial #:	351534	Model:	Portable TMS Metali
Override:	Yes	Color:	
Item #:	8	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	Lincoln
Serial #:	U1080711980	Model:	305G
Override:	Yes	Color:	
Item #:	9	Year:	2018
Serial Type:	Motor Vehicle	Make/Desc:	Remote
Serial #:	6GNY099	Model:	Remote Concrete Ba
Override:	Yes	Color:	
Item #:	10	Year:	2013
Serial Type:	Trailer	Make/Desc:	Top Hat
Serial #:	4R7BU1627DT121935	Model:	Car Hauler Traile
Override:	No	Color:	
Item #:	11	Year:	2014
Serial Type:	Motor Vehicle	Make/Desc:	Diesel
Serial #:	X07B060069	Model:	Generator Skid
Override:	Yes	Color:	
Item #:	12	Year:	2019
Serial Type:	Trailer	Make/Desc:	CJ
Serial #:	2JADB452XK1004374	Model:	Car Hauler Trailer
Override:	No	Color:	

General Property

LF278 Accounts, cash, choses in action, chattel, paper, intangibles, insurance proceeds and any, and all additions, substitutions or proceeds of the general collateral.

Description of Chattels:

2015 Polaris Ranger - SN#4XARUAD18FT3648
2015 Bobcat 3400XL - SN#4XAB3FMA6F8011222
2017 25' Big Tex Gooseneck Tandem Trailer - SN#16VGX250J6000695



Saskatchewan Personal Property Registry Search Result

2018 Royal 12' Enclosed Trailer - SN#259AL2266J1041593
2005 Black Ideal Trailer - SN#2D9FA62D35V098808
2011 Mobi-Light 25kw Light Tower - SN#IM9BU17107W759852
2018 Portable TMS Metalizer - SN#351534
2011 Lincoln Ranger 305G Welder w/ Skid - SN#U1080711980
2018 Remote Concrete Batching Mixer - SN#6GNY099
2013 16' Top Hat Car Hauler Trailer - SN#4R7BU1627DT121935
2014 8kw Diesel Generator Skid - SN#X07B060069
2019 16' CJ Car Hauler Trailer - SN#2JADB452XK1004374

History - Setup

Registration Type: Personal Property Security Agreement
Registration Date: 20-Feb-2020 18:27:01

Registration #: 302007657
Transaction #: 1
Expiry Date: 20-Feb-2025

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: NO

Registrant

Party ID:	150000519-1	Address:	4126 Norland Avenue
Entity Type:	Business		Burnaby, British Columbia
Name:	Canadian Securities Registration Systems		V5G3S8
			Canada

Secured Party

Item #:	1	Address:	250 Yonge Street, 9th Floor
Party ID:	153191738-1		Toronto, Ontario
Entity Type:	Business		M5B2L7
Name:	Bank of Montreal/Banque de Montreal		Canada

Debtor Party

Item #:	1	Address:	205 - 2100 Airport Dr.
Party ID:	153409775-1		Saskatoon, Saskatchewan
Entity Type:	Business		S7L6M6
Name:	THREE-O-SIX INDUSTRIAL SERVICES INC.		Canada

Serial Property

Item #:	1	Year:	2015
Serial Type:	Motor Vehicle	Make/Desc:	Polaris
Serial #:	4XARUAD18FT3648	Model:	Ranger
Override:	Yes	Color:	
Item #:	2	Year:	2015
Serial Type:	Motor Vehicle	Make/Desc:	Bobcat
Serial #:	4XAB3FMA6F8011222	Model:	3400XL
Override:	No	Color:	



Saskatchewan Personal Property Registry Search Result

Item #:	3	Year:	2017
Serial Type:	Trailer	Make/Desc:	Big Tex
Serial #:	16VGX250J6000695	Model:	Gooseneck Tandem
Override:	No	Color:	
Item #:	4	Year:	2018
Serial Type:	Trailer	Make/Desc:	Royal
Serial #:	259AL2266J1041593	Model:	12' Enclosed Traile
Override:	No	Color:	
Item #:	5	Year:	2005
Serial Type:	Trailer	Make/Desc:	Ideal
Serial #:	2D9FA62D35V098808	Model:	Black Ideal Trailer
Override:	No	Color:	
Item #:	6	Year:	2011
Serial Type:	Trailer	Make/Desc:	Mobi-Light
Serial #:	IM9BU17107W759852	Model:	25kw Light Tow
Override:	No	Color:	
Item #:	7	Year:	2018
Serial Type:	Motor Vehicle	Make/Desc:	TMS
Serial #:	351534	Model:	Portable TMS Metali
Override:	Yes	Color:	
Item #:	8	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	Lincoln
Serial #:	U1080711980	Model:	305G
Override:	Yes	Color:	
Item #:	9	Year:	2018
Serial Type:	Motor Vehicle	Make/Desc:	Remote
Serial #:	6GNY099	Model:	Remote Concrete Ba
Override:	Yes	Color:	
Item #:	10	Year:	2013
Serial Type:	Trailer	Make/Desc:	Top Hat
Serial #:	4R7BU1627DT121935	Model:	Car Hauler Traile
Override:	No	Color:	
Item #:	11	Year:	2014
Serial Type:	Motor Vehicle	Make/Desc:	Diesel
Serial #:	X07B060069	Model:	Generator Skid
Override:	Yes	Color:	
Item #:	12	Year:	2019
Serial Type:	Trailer	Make/Desc:	CJ
Serial #:	2JADB452XK1004374	Model:	Car Hauler Trailer
Override:	No	Color:	

General Property

LF278 Accounts, cash, choses in action, chattel, paper,



Saskatchewan Personal Property Registry Search Result

intangibles, insurance proceeds and any, and all additions,
substitutions or proceeds of the general collateral.

Description of Chattels:

2015 Polaris Ranger - SN#4XARUAD18FT3648
2015 Bobcat 3400XL - SN#4XAB3FMA6F8011222
2017 25' Big Tex Gooseneck Tandem Trailer -
SN#16VGX250J6000695
2018 Royal 12' Enclosed Trailer - SN#259AL2266J1041593
2005 Black Ideal Trailer - SN#2D9FA62D35V098808
2011 Mobi-Light 25kw Light Tower - SN#IM9BU17107W759852
2018 Portable TMS Metalizer - SN#351534
2011 Lincoln Ranger 305G Welder w/ Skid - SN#U1080711980
2018 Remote Concrete Batching Mixer - SN#6GNY099
2013 16' Top Hat Car Hauler Trailer - SN#4R7BU1627DT121935
2014 8kw Diesel Generator Skid - SN#X07B060069
2019 16' CJ Car Hauler Trailer - SN#2JADB452XK1004374

History - Amendment

Amendment Date: 15-Jun-2021 10:44:29

Registration #: 302007657

Transaction #: 2

Event Type: Amendment

Transaction Reason: Regular

Registrant

Party ID:	152698791-1	Address:	1500 - 1874 SCARTH ST.
Entity Type:	Business		REGINA, Saskatchewan
Name:	MLT Aikins LLP		S4P4E9
			Canada

Debtor Party

Action:	Add		
Item #:	2	Address:	#205 - 2100 AIRPORT DR
Party ID:	153707357-1		Saskatoon, Saskatchewan
Entity Type:	Business		S7L6M6
Name:	THREEOSIX INDUSTRIAL SERVICES INC.		Canada

History - Amendment

Amendment Date: 13-Dec-2024 10:22:04

Registration #: 302007657

Transaction #: 3

Expiry Date: 20-Feb-2030

Event Type: Amendment

Transaction Reason: Regular

Transaction Description: Renewal Description

Life Time: Life Time Amended



Saskatchewan Personal Property Registry Search Result

Registrant

Party ID:	153208949-1	Address:	2 ROBERT SPECK PARKWAY, 15TH FLOOR
Entity Type:	Business		MISSISSAUGA, Ontario
Name:	D + H LIMITED PARTNERSHIP		L4Z1H8 Canada

History - Amendment

Amendment Date: 14-Feb-2025 11:51:27

Registration #: 302007657

Transaction #: 4

Event Type: Amendment
Transaction Reason: Regular

RIN: Registration Identification Number Amended

Registrant

Party ID:	153981027-1	Address:	1100 - 122 1st Avenue South
Entity Type:	Business		Saskatoon, Saskatchewan
Name:	W Law LLP		S7K7E5 Canada

Secured Party

Action:	Delete		
Item #:	1	Address:	250 Yonge Street, 9th Floor
Party ID:	153191738-1		Toronto, Ontario
Entity Type:	Business		M5B2L7
Name:	Bank of Montreal/Banque de Montreal		Canada
Action:	Add		
Item #:	2	Address:	36 York Mills Rd 4th Flr
Party ID:	151543352-1		Toronto, Ontario
Entity Type:	Business		M2P0A4
Name:	Royal Bank of Canada		Canada



Saskatchewan Personal Property Registry Search Result

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 09-Apr-2020 11:56:13

Registration #: 302021699
Expiry Date: 09-Apr-2030

Event Type: Amendment
Transaction Reason: Regular

Notations

Trust Indenture: NO

Registrant

Party ID:	153981027-1	Address:	1100 - 122 1st Avenue South
Entity Type:	Business		Saskatoon, Saskatchewan
Name:	W Law LLP		S7K7E5 Canada

Secured Party

Item #:	2	Address:	36 York Mills Rd 4th Flr
Party ID:	151543352-1		Toronto, Ontario
Entity Type:	Business		M2P0A4
Name:	Royal Bank of Canada		Canada

Debtor Party

* Item #:	1	Address:	2100 AIRPORT DR SUITE 205
Party ID:	153365785-1		SASKATOON, Saskatchewan
Entity Type:	Business		S7L6M6
Name:	THREE-O-SIX INDUSTRIAL SERVICES INC.		Canada
* Item #:	2	Address:	#205 - 2100 AIRPORT DR
Party ID:	153707351-1		SASKATOON, Saskatchewan
Entity Type:	Business		S7L6M6
Name:	THREEOSIX INDUSTRIAL SERVICES INC.		Canada

Serial Property

Item #:	1	Year:	2020
Serial Type:	Motor Vehicle	Make/Desc:	Antraquip
Serial #:	021964	Model:	AQ-1 Cutter
Override:	Yes	Color:	

General Property

LF278 Accounts, cash, choses in action, chattel, paper, intangibles, insurance proceeds and any, and all additions, substitutions or proceeds of the general collateral.

History - Setup

Registration Type: Personal Property Security Agreement
Registration Date: 09-Apr-2020 11:56:13

Registration #: 302021699
Transaction #: 1
Expiry Date: 09-Apr-2025



Saskatchewan Personal Property Registry Search Result

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: NO

Registrant

Party ID:	150000519-1	Address:	4126 Norland Avenue
Entity Type:	Business		Burnaby, British Columbia
Name:	Canadian Securities Registration Systems		V5G3S8 Canada

Secured Party

Item #:	1	Address:	250 Yonge Street, 9th Floor
Party ID:	153191738-1		Toronto, Ontario
Entity Type:	Business		M5B2L7
Name:	Bank of Montreal/Banque de Montreal		Canada

Debtor Party

Item #:	1	Address:	2100 AIRPORT DR SUITE 205
Party ID:	153365785-1		SASKATOON, Saskatchewan
Entity Type:	Business		S7L6M6
Name:	THREE-O-SIX INDUSTRIAL SERVICES INC.		Canada

Serial Property

Item #:	1	Year:	2020
Serial Type:	Motor Vehicle	Make/Desc:	Antraquip
Serial #:	021964	Model:	AQ-1 Cutter
Override:	Yes	Color:	

General Property

LF278 Accounts, cash, choses in action, chattel, paper, intangibles, insurance proceeds and any, and all additions, substitutions or proceeds of the general collateral.

History - Amendment

Amendment Date: 15-Jun-2021 10:45:01

Registration #: 302021699

Transaction #: 2

Event Type: Amendment
Transaction Reason: Regular

Registrant

Party ID:	152698791-1	Address:	1500 - 1874 SCARTH ST.
Entity Type:	Business		REGINA, Saskatchewan
Name:	MLT Aikins LLP		S4P4E9 Canada



Saskatchewan Personal Property Registry Search Result

Debtor Party

Action:	Add	Address:	#205 – 2100 AIRPORT DR
Item #:	2		SASKATOON, Saskatchewan
Party ID:	153707351-1		S7L6M6
Entity Type:	Business		Canada
Name:	THREEOSIX INDUSTRIAL SERVICES INC.		

History - Amendment

Amendment Date: 10-Feb-2025 16:27:01

Registration #: 302021699
Transaction #: 3
Expiry Date: 09-Apr-2030

Event Type: Amendment
Transaction Reason: Regular

Transaction Description: Renewal Description

Life Time: Life Time Amended

Registrant

Party ID:	153208949-1	Address:	2 ROBERT SPECK PARKWAY, 15TH FLOOR
Entity Type:	Business		MISSISSAUGA, Ontario
Name:	D + H LIMITED PARTNERSHIP		L4Z1H8
			Canada

History - Amendment

Amendment Date: 14-Feb-2025 11:57:12

Registration #: 302021699
Transaction #: 4

Event Type: Amendment
Transaction Reason: Regular

RIN: Registration Identification Number Amended

Registrant

Party ID:	153981027-1	Address:	1100 - 122 1st Avenue South
Entity Type:	Business		Saskatoon, Saskatchewan
Name:	W Law LLP		S7K7E5
			Canada

Secured Party

Action:	Delete	Address:	250 Yonge Street, 9th Floor
Item #:	1		Toronto, Ontario
Party ID:	153191738-1		M5B2L7
Entity Type:	Business		Canada
Name:	Bank of Montreal/Banque de Montreal		



Saskatchewan Personal Property Registry Search Result

Action:	Add	Address:	36 York Mills Rd 4th Flr
Item #:	2		Toronto, Ontario
Party ID:	151543352-1		M2P0A4
Entity Type:	Business		Canada
Name:	Royal Bank of Canada		



Saskatchewan Personal Property Registry Search Result

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 11-May-2020 14:06:27

Registration #: 302031477
Expiry Date: 11-May-2030

Event Type: Amendment
Transaction Reason: Regular

Notations

Trust Indenture: NO

Registrant

Party ID:	153981027-1	Address:	1100 - 122 1st Avenue South
Entity Type:	Business		Saskatoon, Saskatchewan
Name:	W Law LLP		S7K7E5
			Canada

Secured Party

Item #:	2	Address:	36 York Mills Rd 4th Flr
Party ID:	151543352-1		Toronto, Ontario
Entity Type:	Business		M2P0A4
Name:	Royal Bank of Canada		Canada

Debtor Party

* Item #:	1	Address:	2100 AIRPORT DR, SUITE 205
Party ID:	153408181-1		SASKATOON, Saskatchewan
Entity Type:	Business		S7L6M6
Name:	THREE-O-SIX INDUSTRIAL SERVICES INC.		Canada
* Item #:	2	Address:	#205 - 2100 AIRPORT DR
Party ID:	153707351-1		SASKATOON, Saskatchewan
Entity Type:	Business		S7L6M6
Name:	THREEOSIX INDUSTRIAL SERVICES INC.		Canada

Serial Property

Item #:	1	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	Genie
Serial #:	GTH081216164	Model:	GTH844 Telehandler
Override:	Yes	Color:	

General Property

LF278 Accounts, cash, choses in action, chattel, paper, intangibles, insurance proceeds and any, and all additions, substitutions or proceeds of the general collateral.

History - Setup

Registration Type: Personal Property Security Agreement
Registration Date: 11-May-2020 14:06:27

Registration #: 302031477
Transaction #: 1
Expiry Date: 11-May-2025



Saskatchewan Personal Property Registry Search Result

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: NO

Registrant

Party ID:	150000519-1	Address:	4126 Norland Avenue
Entity Type:	Business		Burnaby, British Columbia
Name:	Canadian Securities Registration Systems		V5G3S8
			Canada

Secured Party

Item #:	1	Address:	250 Yonge Street, 9th Floor
Party ID:	153191738-1		Toronto, Ontario
Entity Type:	Business		M5B2L7
Name:	Bank of Montreal/Banque de Montreal		Canada

Debtor Party

Item #:	1	Address:	2100 AIRPORT DR, SUITE 205
Party ID:	153408181-1		SASKATOON, Saskatchewan
Entity Type:	Business		S7L6M6
Name:	THREE-O-SIX INDUSTRIAL SERVICES INC.		Canada

Serial Property

Item #:	1	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	Genie
Serial #:	GTH081216164	Model:	GTH844 Telehandler
Override:	Yes	Color:	

General Property

LF278 Accounts, cash, choses in action, chattel, paper, intangibles, insurance proceeds and any, and all additions, substitutions or proceeds of the general collateral.

History - Amendment

Amendment Date: 15-Jun-2021 10:45:38

Registration #: 302031477

Transaction #: 2

Event Type: Amendment
Transaction Reason: Regular

Registrant

Party ID:	152698791-1	Address:	1500 - 1874 SCARTH ST.
Entity Type:	Business		REGINA, Saskatchewan
Name:	MLT Aikins LLP		S4P4E9
			Canada



Saskatchewan Personal Property Registry Search Result

Debtor Party

Action:	Add	Address:	#205 – 2100 AIRPORT DR
Item #:	2		SASKATOON, Saskatchewan
Party ID:	153707351-1		S7L6M6
Entity Type:	Business		Canada
Name:	THREEOSIX INDUSTRIAL SERVICES INC.		

History - Amendment

Amendment Date: 14-Feb-2025 11:59:03

Registration #: 302031477

Transaction #: 3

Event Type: Amendment
Transaction Reason: Regular

RIN: Registration Identification Number Amended

Registrant

Party ID:	153981027-1	Address:	1100 - 122 1st Avenue South
Entity Type:	Business		Saskatoon, Saskatchewan
Name:	W Law LLP		S7K7E5
			Canada

Secured Party

Action:	Delete	Address:	250 Yonge Street, 9th Floor
Item #:	1		Toronto, Ontario
Party ID:	153191738-1		M5B2L7
Entity Type:	Business		Canada
Name:	Bank of Montreal/Banque de Montreal		
Action:	Add	Address:	36 York Mills Rd 4th Flr
Item #:	2		Toronto, Ontario
Party ID:	151543352-1		M2P0A4
Entity Type:	Business		Canada
Name:	Royal Bank of Canada		

History - Amendment

Amendment Date: 11-Mar-2025 15:28:23

Registration #: 302031477

Transaction #: 4

Expiry Date: 11-May-2030

Event Type: Amendment
Transaction Reason: Regular

Life Time: Life Time Amended



Saskatchewan Personal Property Registry Search Result

Registrant

Party ID:	153981027-1	Address:	1100 - 122 1st Avenue South
Entity Type:	Business		Saskatoon, Saskatchewan
Name:	W Law LLP		S7K7E5
			Canada



Saskatchewan Personal Property Registry Search Result

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 17-Jul-2020 16:42:32

Registration #: 302057988
Expiry Date: 17-Jul-2030

Event Type: Amendment
Transaction Reason: Regular

Notations

Trust Indenture: NO

Registrant

Party ID:	153981027-1	Address:	1100 - 122 1st Avenue South
Entity Type:	Business		Saskatoon, Saskatchewan
Name:	W Law LLP		S7K7E5
			Canada

Secured Party

Item #:	2	Address:	36 York Mills Rd 4th Flr
Party ID:	151543352-1		Toronto, Ontario
Entity Type:	Business		M2P0A4
Name:	Royal Bank of Canada		Canada

Debtor Party

* Item #:	1	Address:	2100 AIRPORT DR SUITE 205
Party ID:	153365785-1		SASKATOON, Saskatchewan
Entity Type:	Business		S7L6M6
Name:	THREE-O-SIX INDUSTRIAL SERVICES INC.		Canada
* Item #:	2	Address:	#205 - 2100 AIRPORT DR
Party ID:	153707351-1		SASKATOON, Saskatchewan
Entity Type:	Business		S7L6M6
Name:	THREEOSIX INDUSTRIAL SERVICES INC.		Canada

Serial Property

Item #:	1	Year:	2018
Serial Type:	Motor Vehicle	Make/Desc:	Bobcat
Serial #:	B3FM18164	Model:	3400XL
Override:	Yes	Color:	

General Property

LF278 Accounts, cash, choses in action, chattel, paper, intangibles, insurance proceeds and any, and all additions, substitutions or proceeds of the general collateral.
Location of Chattel:
205 - 2100 Airport Dr
Saskatoon, SK S7L 6M6
Description of Chattel:
2018 Bobcat 3400XL (SN B3FM18164)

History - Setup



Saskatchewan Personal Property Registry Search Result

Registration Type: Personal Property Security Agreement
Registration Date: 17-Jul-2020 16:42:32

Registration #: 302057988
Transaction #: 1
Expiry Date: 17-Jul-2025

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: NO

Registrant

Party ID:	150000519-1	Address:	4126 Norland Avenue
Entity Type:	Business		Burnaby, British Columbia
Name:	Canadian Securities Registration Systems		V5G3S8 Canada

Secured Party

Item #:	1	Address:	250 Yonge Street, 9th Floor
Party ID:	153191738-1		Toronto, Ontario
Entity Type:	Business		M5B2L7
Name:	Bank of Montreal/Banque de Montreal		Canada

Debtor Party

Item #:	1	Address:	2100 AIRPORT DR SUITE 205
Party ID:	153365785-1		SASKATOON, Saskatchewan
Entity Type:	Business		S7L6M6
Name:	THREE-O-SIX INDUSTRIAL SERVICES INC.		Canada

Serial Property

Item #:	1	Year:	2018
Serial Type:	Motor Vehicle	Make/Desc:	Bobcat
Serial #:	B3FM18164	Model:	3400XL
Override:	Yes	Color:	

General Property

LF278 Accounts, cash, choses in action, chattel, paper, intangibles, insurance proceeds and any, and all additions, substitutions or proceeds of the general collateral.
Location of Chattel:
205 - 2100 Airport Dr
Saskatoon, SK S7L 6M6
Description of Chattel:
2018 Bobcat 3400XL (SN B3FM18164)

History - Amendment

Amendment Date: 15-Jun-2021 10:46:17

Registration #: 302057988
Transaction #: 2

Event Type: Amendment
Transaction Reason: Regular



Saskatchewan Personal Property Registry Search Result

Registrant

Party ID:	152698791-1	Address:	1500 - 1874 SCARTH ST.
Entity Type:	Business		REGINA, Saskatchewan
Name:	MLT Aikins LLP		S4P4E9
			Canada

Debtor Party

Action:	Add	Address:	#205 - 2100 AIRPORT DR
Item #:	2		SASKATOON, Saskatchewan
Party ID:	153707351-1		S7L6M6
Entity Type:	Business		Canada
Name:	THREEOSIX INDUSTRIAL SERVICES INC.		

History - Amendment

Amendment Date: 14-Feb-2025 12:02:47

Registration #: 302057988

Transaction #: 3

Event Type: Amendment
Transaction Reason: Regular

RIN: Registration Identification Number Amended

Registrant

Party ID:	153981027-1	Address:	1100 - 122 1st Avenue South
Entity Type:	Business		Saskatoon, Saskatchewan
Name:	W Law LLP		S7K7E5
			Canada

Secured Party

Action:	Delete	Address:	250 Yonge Street, 9th Floor
Item #:	1		Toronto, Ontario
Party ID:	153191738-1		M5B2L7
Entity Type:	Business		Canada
Name:	Bank of Montreal/Banque de Montreal		
Action:	Add	Address:	36 York Mills Rd 4th Flr
Item #:	2		Toronto, Ontario
Party ID:	151543352-1		M2P0A4
Entity Type:	Business		Canada
Name:	Royal Bank of Canada		

History - Amendment

Amendment Date: 11-Mar-2025 15:29:14

Registration #: 302057988

Transaction #: 4

Expiry Date: 17-Jul-2030

Event Type: Amendment
Transaction Reason: Regular



Saskatchewan Personal Property Registry Search Result

Life Time: Life Time Amended

Registrant

Party ID:	153981027-1	Address:	1100 - 122 1st Avenue South
Entity Type:	Business		Saskatoon, Saskatchewan
Name:	W Law LLP		S7K7E5
			Canada



Saskatchewan Personal Property Registry Search Result

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 09-Sep-2020 12:50:14

Registration #: 302079107
Expiry Date: 09-Sep-2025

Event Type: Amendment
Transaction Reason: Regular

Notations

Trust Indenture: NO

Registrant

Party ID:	153981027-1	Address:	1100 - 122 1st Avenue South
Entity Type:	Business		Saskatoon, Saskatchewan
Name:	W Law LLP		S7K7E5
			Canada

Secured Party

Item #:	2	Address:	36 York Mills Rd 4th Flr
Party ID:	151543352-1		Toronto, Ontario
Entity Type:	Business		M2P0A4
Name:	Royal Bank of Canada		Canada

Debtor Party

* Item #:	1	Address:	205 - 2100 Airport Dr
Party ID:	153529982-1		Saskatoon, Saskatchewan
Entity Type:	Business		S7L6M6
Name:	THREE-O-SIX INDUSTRIAL SERVICES INC.		Canada
* Item #:	2	Address:	#205 - 2100 AIRPORT DR
Party ID:	153707357-1		Saskatoon, Saskatchewan
Entity Type:	Business		S7L6M6
Name:	THREEOSIX INDUSTRIAL SERVICES INC.		Canada

Serial Property

Item #:	1	Year:	2020
Serial Type:	Motor Vehicle	Make/Desc:	Mahindra
Serial #:	A5ZAAAAETLA0070380	Model:	Roxor
Override:	Yes	Color:	

General Property

LF278 Accounts, cash, choses in action, chattel, paper, intangibles, insurance proceeds and any, and all additions, substitutions or proceeds of the general collateral.
Chattel Location:
205 - 2100 Airport Dr
Saskatoon, SK S7L 6M6
Chattel Description:
2020 Mahindra Roxor (SN A5ZAAAAETLA0070380)

History - Setup



Saskatchewan Personal Property Registry Search Result

Registration Type: Personal Property Security Agreement
Registration Date: 09-Sep-2020 12:50:14

Registration #: 302079107
Transaction #: 1
Expiry Date: 09-Sep-2025

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: NO

Registrant

Party ID:	150000519-1	Address:	4126 Norland Avenue
Entity Type:	Business		Burnaby, British Columbia
Name:	Canadian Securities Registration Systems		V5G3S8
			Canada

Secured Party

Item #:	1	Address:	250 Yonge Street, 9th Floor
Party ID:	153191738-1		Toronto, Ontario
Entity Type:	Business		M5B2L7
Name:	Bank of Montreal/Banque de Montreal		Canada

Debtor Party

Item #:	1	Address:	205 - 2100 Airport Dr
Party ID:	153529982-1		Saskatoon, Saskatchewan
Entity Type:	Business		S7L6M6
Name:	THREE-O-SIX INDUSTRIAL SERVICES INC.		Canada

Serial Property

Item #:	1	Year:	2020
Serial Type:	Motor Vehicle	Make/Desc:	Mahindra
Serial #:	A5ZAAAAETLA0070380	Model:	Roxor
Override:	Yes	Color:	

General Property

LF278 Accounts, cash, choses in action, chattel, paper, intangibles, insurance proceeds and any, and all additions, substitutions or proceeds of the general collateral.
Chattel Location:
205 - 2100 Airport Dr
Saskatoon, SK S7L 6M6
Chattel Description:
2020 Mahindra Roxor (SN A5ZAAAAETLA0070380)

History - Amendment

Amendment Date: 15-Jun-2021 10:47:40

Registration #: 302079107
Transaction #: 2

Event Type: Amendment
Transaction Reason: Regular



Saskatchewan Personal Property Registry Search Result

Registrant

Party ID:	152698791-1	Address:	1500 - 1874 SCARTH ST.
Entity Type:	Business		REGINA, Saskatchewan
Name:	MLT Aikins LLP		S4P4E9
			Canada

Debtor Party

Action:	Add		
Item #:	2	Address:	#205 - 2100 AIRPORT DR
Party ID:	153707357-1		Saskatoon, Saskatchewan
Entity Type:	Business		S7L6M6
Name:	THREEOSIX INDUSTRIAL SERVICES INC.		Canada

History - Amendment

Amendment Date: 14-Feb-2025 12:11:56

Registration #: 302079107

Transaction #: 3

Event Type: Amendment
Transaction Reason: Regular

RIN: Registration Identification Number Amended

Registrant

Party ID:	153981027-1	Address:	1100 - 122 1st Avenue South
Entity Type:	Business		Saskatoon, Saskatchewan
Name:	W Law LLP		S7K7E5
			Canada

Secured Party

Action:	Delete		
Item #:	1	Address:	250 Yonge Street, 9th Floor
Party ID:	153191738-1		Toronto, Ontario
Entity Type:	Business		M5B2L7
Name:	Bank of Montreal/Banque de Montreal		Canada
Action:	Add		
Item #:	2	Address:	36 York Mills Rd 4th Flr
Party ID:	151543352-1		Toronto, Ontario
Entity Type:	Business		M2P0A4
Name:	Royal Bank of Canada		Canada



Saskatchewan Personal Property Registry Search Result

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 04-Dec-2024 13:53:45

Registration #: 302628714
Expiry Date: 02-Dec-2026

Event Type: Setup
Transaction Reason: Regular

Linked Type: Re-Registration Subsection 35 (7) The Personal Property Security Act, 1993
Linked Registration #: 301982058
Linked Registration Date: 02-Dec-2019

Transaction Description: Re-Registration following update to secured party

Notations

Trust Indenture: No

Registrant

Party ID:	153439342-1	Address:	207 - 120 Sonnenschein Way
Entity Type:	Business		Saskatoon, Saskatchewan
Name:	Burgess Law Professional Corporation		S7M0W2 Canada

Secured Party

Item #:	1	Address:	201 - 728 Spadina Cr E
Party ID:	154504293-1		Saskatoon, Saskatchewan
Entity Type:	Business		S7K3H2
Name:	Buffalo River Development LP, by its general partner, Buffalo River Enterprises Corp.		Canada

Debtor Party

* Item #:	1	Address:	#205 - 2100 AIRPORT DR
Party ID:	154504294-1		SASKATOON, Saskatchewan
Entity Type:	Business		S7L6M6
Name:	THREEOSIX INDUSTRIAL SERVICES INC.		Canada
* Item #:	2	Address:	2100 AIRPORT DR SUITE 205
Party ID:	153365785-1		SASKATOON, Saskatchewan
Entity Type:	Business		S7L6M6
Name:	THREE-O-SIX INDUSTRIAL SERVICES INC.		Canada

General Property

LF271 Proceeds claimed the company hereby grants to the bank a security interest in all of the company's undertakings and all its personal property and assets for the time being, both present and future, of whatsoever nature and kind and wheresoever situate and, without in any way limiting the generality of the foregoing, the undertaking, property and assets referred to above shall include all the company's present and future goodwill, trade marks, inventions, processes, patents and patent rights, franchises, privileges benefits, immunities, materials, supplies, inventories, furniture, implements, rents, revenues, incomes, monies, contracts, agreements, leases, licenses, credits, book debts, accounts receivable, negotiable and non-negotiable instruments, judgments, securities, choses in action, unpaid capital and all other property and things of value of every kind and nature, tangible and intangible, legal or equitable, which the company may be possessed of or entitled to or which may hereafter be acquired by the company.



Saskatchewan
Personal Property Registry
Search Result

Current - Similar

Registration Type: Personal Property Security Agreement
Registration Date: 02-Mar-2023 14:38:28

Registration #: 302393069
Expiry Date: 02-Nov-2027

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: No

Registrant

Party ID:	153017827-1	Address:	1525 BUFFALO PLACE
Entity Type:	Business		WINNIPEG, Manitoba
Name:	CWB NATIONAL LEASING INC.		R3T1L9
			Canada

Secured Party

Item #:	1	Address:	1525 BUFFALO PLACE
Party ID:	153017827-1		WINNIPEG, Manitoba
Entity Type:	Business		R3T1L9
Name:	CWB NATIONAL LEASING INC.		Canada

Debtor Party

* Item #:	1	Address:	602 48th Street
Party ID:	154092282-1		Saskatoon, Saskatchewan
Entity Type:	Business		S7K6K4
Name:	ThreeoSix Industrial Services Inc		Canada

Serial Property

Item #:	1	Year:	2017
Serial Type:	Motor Vehicle	Make/Desc:	Kenworth Vocational Vehicle c/w related components
Serial #:	1XKWD40X5HJ988972	Model:	W900
Override:	No	Color:	

General Property

AGREEMENT NUMBER 3141754, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, SUBSTITUTIONS AND PROCEEDS OF ANY KIND DERIVED DIRECTLY OR INDIRECTLY THEREFROM.



Saskatchewan
Personal Property Registry
Search Result

Current - Similar

Registration Type: Personal Property Security Agreement
Registration Date: 11-Mar-2023 14:13:38

Registration #: 302395797
Expiry Date: 01-Oct-2029

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: No

Registrant

Party ID:	153017827-1	Address:	1525 BUFFALO PLACE
Entity Type:	Business		WINNIPEG, Manitoba
Name:	CWB NATIONAL LEASING INC.		R3T1L9
			Canada

Secured Party

Item #:	1	Address:	1525 BUFFALO PLACE
Party ID:	153017827-1		WINNIPEG, Manitoba
Entity Type:	Business		R3T1L9
Name:	CWB NATIONAL LEASING INC.		Canada

Debtor Party

* Item #:	1	Address:	602 48th Street
Party ID:	154092282-1		Saskatoon, Saskatchewan
Entity Type:	Business		S7K6K4
Name:	ThreeoSix Industrial Services Inc		Canada

Serial Property

Item #:	1	Year:	2023
Serial Type:	Trailer	Make/Desc:	Doepker Drop Deck Trailer
Serial #:	2DEDDFN35P4044647	Model:	HB30
Override:	No	Color:	

General Property

AGREEMENT NUMBER 3146991,
TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, SUBSTITUTIONS AND PROCEEDS OF ANY KIND DERIVED DIRECTLY OR
INDIRECTLY THEREFROM.



Saskatchewan
Personal Property Registry
Search Result

Current - Similar

Registration Type: Personal Property Security Agreement
Registration Date: 29-Oct-2024 14:13:42

Registration #: 302615556
Expiry Date: 29-Oct-2026

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: No

Registrant

Party ID:	152894546-1	Address:	115 PEACEKEEPERS DRIVE SW
Entity Type:	Business		CALGARY, Alberta
Name:	ATCO STRUCTURES & LOGISTICS LTD.		T3E7X4 Canada

Secured Party

Item #:	1	Address:	115 PEACEKEEPERS DRIVE SW
Party ID:	152894546-1		CALGARY, Alberta
Entity Type:	Business		T3E7X4
Name:	ATCO STRUCTURES & LOGISTICS LTD.		Canada

Debtor Party

* Item #:	1	Address:	602 48 ST E
Party ID:	154480733-1		SASKATOON, Saskatchewan
Entity Type:	Business		S7K6K4
Name:	THREEOSIX INDUSTRIAL SERVICES INC		Canada

Serial Property

Item #:	1	Year:	2023
Serial Type:	Mobile Home	Make/Desc:	12 X 64
Serial #:	264234266	Model:	MINE DRY
Override:	No	Color:	
Item #:	2	Year:	2024
Serial Type:	Mobile Home	Make/Desc:	12 X 40
Serial #:	240245101	Model:	OFFICE
Override:	No	Color:	



Saskatchewan
Personal Property Registry
Search Result

Current - Similar

Registration Type: Personal Property Security Agreement
Registration Date: 22-May-2019 10:08:45

Registration #: 301905753
Expiry Date: 22-May-2031

Event Type: Amendment
Transaction Reason: Regular

Notations

Trust Indenture: NO

Registrant

Party ID:	153981027-1	Address:	1100 - 122 1st Avenue South
Entity Type:	Business		Saskatoon, Saskatchewan
Name:	W Law LLP		S7K7E5 Canada

Secured Party

Item #:	2	Address:	36 York Mills Rd 4th Flr
Party ID:	151543352-1		Toronto, Ontario
Entity Type:	Business		M2P0A4
Name:	Royal Bank of Canada		Canada

Debtor Party

* Item #:	1	Address:	40 UNGER ST
Party ID:	153239238-1		SASKATOON, Saskatchewan
Entity Type:	Business		S7K3J7
Name:	THREE-O-SIX INDUSTRIAL SERVICES INC.		Canada
* Item #:	2	Address:	#205 - 2100 AIRPORT DR
Party ID:	153707351-1		SASKATOON, Saskatchewan
Entity Type:	Business		S7L6M6
Name:	THREEOSIX INDUSTRIAL SERVICES INC.		Canada

General Property

LF271 Proceeds claimed the company hereby grants to the bank a security interest in all of the company's undertakings and all its personal property and assets for the time being, both present and future, of whatsoever nature and kind and wheresoever situate and, without in any way limiting the generality of the foregoing, the undertaking, property and assets referred to above shall include all the company's present and future goodwill, trade marks, inventions, processes, patents and patent rights, franchises, privileges benefits, immunities, materials, supplies, inventories, furniture, implements, rents, revenues, incomes, monies, contracts, agreements, leases, licenses, credits, book debts, accounts receivable, negotiable and non-negotiable instruments, judgments, securities, choses in action, unpaid capital and all other property and things of value of every kind and nature, tangible and intangible, legal or equitable, which the company may be possessed of or entitled to or which may hereafter be acquired by the company.



Saskatchewan Personal Property Registry Search Result

History - Setup

Registration Type: Personal Property Security Agreement
Registration Date: 22-May-2019 10:08:45

Registration #: 301905753
Transaction #: 1
Expiry Date: 22-May-2024

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: NO

Registrant

Party ID:	150000519-1	Address:	4126 Norland Avenue
Entity Type:	Business		Burnaby, British Columbia
Name:	Canadian Securities Registration Systems		V5G3S8
			Canada

Secured Party

Item #:	1	Address:	250 Yonge Street, 9th Floor
Party ID:	153191738-1		Toronto, Ontario
Entity Type:	Business		M5B2L7
Name:	Bank of Montreal/Banque de Montreal		Canada

Debtor Party

Item #:	1	Address:	40 UNGER ST
Party ID:	153239238-1		SASKATOON, Saskatchewan
Entity Type:	Business		S7K3J7
Name:	THREE-O-SIX INDUSTRIAL SERVICES INC.		Canada

General Property

LF271 Proceeds claimed the company hereby grants to the bank a security interest in all of the company's undertakings and all its personal property and assets for the time being, both present and future, of whatsoever nature and kind and wheresoever situate and, without in any way limiting the generality of the foregoing, the undertaking, property and assets referred to above shall include all the company's present and future goodwill, trade marks, inventions, processes, patents and patent rights, franchises, privileges benefits, immunities, materials, supplies, inventories, furniture, implements, rents, revenues, incomes, monies, contracts, agreements, leases, licenses, credits, book debts, accounts receivable, negotiable and non-negotiable instruments, judgments, securities, choses in action, unpaid capital and all other property and things of value of every kind and nature, tangible and intangible, legal or equitable, which the company may be possessed of or entitled to or which may hereafter be acquired by the company.

History - Amendment

Amendment Date: 15-Jun-2021 10:42:15

Registration #: 301905753
Transaction #: 2



Saskatchewan Personal Property Registry Search Result

Event Type: Amendment
Transaction Reason: Regular

Registrant

Party ID:	152698791-1	Address:	1500 - 1874 SCARTH ST.
Entity Type:	Business		REGINA, Saskatchewan
Name:	MLT Aikins LLP		S4P4E9
			Canada

Debtor Party

Action:	Add	Address:	#205 - 2100 AIRPORT DR
Item #:	2		SASKATOON, Saskatchewan
Party ID:	153707351-1		S7L6M6
Entity Type:	Business		Canada
Name:	THREEOSIX INDUSTRIAL SERVICES INC.		

History - Amendment

Amendment Date: 22-Mar-2024 08:25:23

Registration #: 301905753
Transaction #: 3
Expiry Date: 22-May-2026

Event Type: Amendment
Transaction Reason: Regular

Transaction Description: Renewal Description

Life Time: Life Time Amended

Registrant

Party ID:	153208949-1	Address:	2 ROBERT SPECK PARKWAY, 15TH FLOOR
Entity Type:	Business		MISSISSAUGA, Ontario
Name:	D + H LIMITED PARTNERSHIP		L4Z1H8
			Canada

History - Amendment

Amendment Date: 14-Feb-2025 11:39:50

Registration #: 301905753
Transaction #: 4

Event Type: Amendment
Transaction Reason: Regular

RIN: Registration Identification Number Amended

Registrant

Party ID:	153981027-1	Address:	1100 - 122 1st Avenue South
Entity Type:	Business		Saskatoon, Saskatchewan
Name:	W Law LLP		S7K7E5
			Canada



Saskatchewan Personal Property Registry Search Result

Secured Party

Action:	Delete	Address:	250 Yonge Street, 9th Floor
Item #:	1		Toronto, Ontario
Party ID:	153191738-1		M5B2L7
Entity Type:	Business		Canada
Name:	Bank of Montreal/Banque de Montreal		
Action:	Add	Address:	36 York Mills Rd 4th Flr
Item #:	2		Toronto, Ontario
Party ID:	151543352-1		M2P0A4
Entity Type:	Business		Canada
Name:	Royal Bank of Canada		

History - Amendment

Amendment Date: 11-Mar-2025 15:29:46

Registration #: 301905753

Transaction #: 5

Expiry Date: 22-May-2031

Event Type: Amendment
Transaction Reason: Regular

Life Time: Life Time Amended

Registrant

Party ID:	153981027-1	Address:	1100 - 122 1st Avenue South
Entity Type:	Business		Saskatoon, Saskatchewan
Name:	W Law LLP		S7K7E5
			Canada



Saskatchewan Personal Property Registry Search Result

Current - Similar

Registration Type: Personal Property Security Agreement
Registration Date: 12-Aug-2019 12:06:28

Registration #: 301938454
Expiry Date: 12-Aug-2031

Event Type: Amendment
Transaction Reason: Regular

Notations

Trust Indenture: NO

Registrant

Party ID:	153981027-1	Address:	1100 - 122 1st Avenue South
Entity Type:	Business		Saskatoon, Saskatchewan
Name:	W Law LLP		S7K7E5 Canada

Secured Party

Item #:	2	Address:	36 York Mills Rd 4th Flr
Party ID:	151543352-1		Toronto, Ontario
Entity Type:	Business		M2P0A4
Name:	Royal Bank of Canada		Canada

Debtor Party

* Item #:	1	Address:	40 UNGER ST
Party ID:	153239238-1		SASKATOON, Saskatchewan
Entity Type:	Business		S7K3J7
Name:	THREE-O-SIX INDUSTRIAL SERVICES INC.		Canada
* Item #:	2	Address:	#205 - 2100 AIRPORT DR
Party ID:	153707351-1		SASKATOON, Saskatchewan
Entity Type:	Business		S7L6M6
Name:	THREEOSIX INDUSTRIAL SERVICES INC.		Canada

General Property

LF32 All debts, claims, demands and choses in action including all book debts, now due or hereafter to become due, together with all judgments, securities, demands and choses in action and related thereto and all books and accounts, letters, invoices and other documents in any way relating to the said debts, demands and choses in action and any claims for insurance.

History - Setup

Registration Type: Personal Property Security Agreement
Registration Date: 12-Aug-2019 12:06:28

Registration #: 301938454
Transaction #: 1
Expiry Date: 12-Aug-2024

Event Type: Setup
Transaction Reason: Regular



Saskatchewan Personal Property Registry Search Result

Notations

Trust Indenture: NO

Registrant

Party ID:	150000519-1	Address:	4126 Norland Avenue
Entity Type:	Business		Burnaby, British Columbia
Name:	Canadian Securities Registration Systems		V5G3S8 Canada

Secured Party

Item #:	1	Address:	250 Yonge Street, 9th Floor
Party ID:	153191738-1		Toronto, Ontario
Entity Type:	Business		M5B2L7
Name:	Bank of Montreal/Banque de Montreal		Canada

Debtor Party

Item #:	1	Address:	40 UNGER ST
Party ID:	153239238-1		SASKATOON, Saskatchewan
Entity Type:	Business		S7K3J7
Name:	THREE-O-SIX INDUSTRIAL SERVICES INC.		Canada

General Property

LF32 All debts, claims, demands and choses in action including all book debts, now due or hereafter to become due, together with all judgments, securities, demands and choses in action and related thereto and all books and accounts, letters, invoices and other documents in any way relating to the said debts, demands and choses in action and any claims for insurance.

History - Amendment

Amendment Date: 15-Jun-2021 10:42:45

Registration #: 301938454

Transaction #: 2

Event Type: Amendment

Transaction Reason: Regular

Registrant

Party ID:	152698791-1	Address:	1500 - 1874 SCARTH ST.
Entity Type:	Business		REGINA, Saskatchewan
Name:	MLT Aikins LLP		S4P4E9 Canada

Debtor Party

Action:	Add		
Item #:	2	Address:	#205 - 2100 AIRPORT DR
Party ID:	153707351-1		SASKATOON, Saskatchewan
Entity Type:	Business		S7L6M6
Name:	THREEOSIX INDUSTRIAL SERVICES INC.		Canada



Saskatchewan
Personal Property Registry
Search Result

History - Amendment

Amendment Date: 24-Jun-2024 15:05:34

Registration #: 301938454

Transaction #: 3

Expiry Date: 12-Aug-2026

Event Type: Amendment

Transaction Reason: Regular

Transaction Description: Renewal Description

Life Time: Life Time Amended

Registrant

Party ID:	153208949-1	Address:	2 ROBERT SPECK PARKWAY, 15TH FLOOR
Entity Type:	Business		MISSISSAUGA, Ontario
Name:	D + H LIMITED PARTNERSHIP		L4Z1H8 Canada

History - Amendment

Amendment Date: 14-Feb-2025 11:37:13

Registration #: 301938454

Transaction #: 4

Event Type: Amendment

Transaction Reason: Regular

RIN: Registration Identification Number Amended

Registrant

Party ID:	153981027-1	Address:	1100 - 122 1st Avenue South
Entity Type:	Business		Saskatoon, Saskatchewan
Name:	W Law LLP		S7K7E5 Canada

Secured Party

Action:	Delete		
Item #:	1	Address:	250 Yonge Street, 9th Floor
Party ID:	153191738-1		Toronto, Ontario
Entity Type:	Business		M5B2L7
Name:	Bank of Montreal/Banque de Montreal		Canada
Action:	Add		
Item #:	2	Address:	36 York Mills Rd 4th Flr
Party ID:	151543352-1		Toronto, Ontario
Entity Type:	Business		M2P0A4
Name:	Royal Bank of Canada		Canada

History - Amendment



Saskatchewan Personal Property Registry Search Result

Amendment Date: 11-Mar-2025 15:30:55

Registration #: 301938454

Transaction #: 5

Expiry Date: 12-Aug-2031

Event Type: Amendment

Transaction Reason: Regular

Life Time: Life Time Amended

Registrant

Party ID:	153981027-1	Address:	1100 - 122 1st Avenue South
Entity Type:	Business		Saskatoon, Saskatchewan
Name:	W Law LLP		S7K7E5
			Canada



Saskatchewan Personal Property Registry Search Result

Current - Similar

Registration Type: Personal Property Security Agreement
Registration Date: 18-Feb-2020 16:45:10

Registration #: 302006801
Expiry Date: 18-Feb-2030

Event Type: Amendment
Transaction Reason: Regular

Notations

Trust Indenture: NO

Registrant

Party ID:	153981027-1	Address:	1100 - 122 1st Avenue South
Entity Type:	Business		Saskatoon, Saskatchewan
Name:	W Law LLP		S7K7E5
			Canada

Secured Party

Item #:	2	Address:	36 York Mills Rd 4th Flr
Party ID:	151543352-1		Toronto, Ontario
Entity Type:	Business		M2P0A4
Name:	Royal Bank of Canada		Canada

Debtor Party

* Item #:	1	Address:	2100 AIRPORT DR, SUITE 205
Party ID:	153408181-1		SASKATOON, Saskatchewan
Entity Type:	Business		S7L6M6
Name:	THREE-O-SIX INDUSTRIAL SERVICES INC.		Canada
* Item #:	2	Address:	#205 - 2100 AIRPORT DR
Party ID:	153707351-1		SASKATOON, Saskatchewan
Entity Type:	Business		S7L6M6
Name:	THREEOSIX INDUSTRIAL SERVICES INC.		Canada

Serial Property

Item #:	1	Year:	2020
Serial Type:	Motor Vehicle	Make/Desc:	Bobcat
Serial #:	B3FM18119	Model:	3400XL
Override:	Yes	Color:	

General Property

LF278 Accounts, cash, choses in action, chattel, paper, intangibles, insurance proceeds and any, and all additions, substitutions or proceeds of the general collateral.
Location of Chattel:
205 - 2100 Airport Dr
Saskatoon, SK S7L 6M6
Description of Chattel:
2020 Bobcat 3400XL - SN B3FM18119

History - Setup



Saskatchewan Personal Property Registry Search Result

Registration Type: Personal Property Security Agreement
Registration Date: 18-Feb-2020 16:45:10

Registration #: 302006801
Transaction #: 1
Expiry Date: 18-Feb-2025

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: NO

Registrant

Party ID:	150000519-1	Address:	4126 Norland Avenue
Entity Type:	Business		Burnaby, British Columbia
Name:	Canadian Securities Registration Systems		V5G3S8 Canada

Secured Party

Item #:	1	Address:	250 Yonge Street, 9th Floor
Party ID:	153191738-1		Toronto, Ontario
Entity Type:	Business		M5B2L7
Name:	Bank of Montreal/Banque de Montreal		Canada

Debtor Party

Item #:	1	Address:	2100 AIRPORT DR, SUITE 205
Party ID:	153408181-1		SASKATOON, Saskatchewan
Entity Type:	Business		S7L6M6
Name:	THREE-O-SIX INDUSTRIAL SERVICES INC.		Canada

Serial Property

Item #:	1	Year:	2020
Serial Type:	Motor Vehicle	Make/Desc:	Bobcat
Serial #:	B3FM18119	Model:	3400XL
Override:	Yes	Color:	

General Property

LF278 Accounts, cash, choses in action, chattel, paper, intangibles, insurance proceeds and any, and all additions, substitutions or proceeds of the general collateral.

Location of Chattel:

205 - 2100 Airport Dr
Saskatoon, SK S7L 6M6

Description of Chattel:

2020 Bobcat 3400XL - SN B3FM18119

History - Amendment

Amendment Date: 15-Jun-2021 10:43:54

Registration #: 302006801
Transaction #: 2

Event Type: Amendment
Transaction Reason: Regular



Saskatchewan Personal Property Registry Search Result

Registrant

Party ID:	152698791-1	Address:	1500 - 1874 SCARTH ST.
Entity Type:	Business		REGINA, Saskatchewan
Name:	MLT Atkins LLP		S4P4E9
			Canada

Debtor Party

Action:	Add	Address:	#205 - 2100 AIRPORT DR
Item #:	2		SASKATOON, Saskatchewan
Party ID:	153707351-1		S7L6M6
Entity Type:	Business		Canada
Name:	THREEOSIX INDUSTRIAL SERVICES INC.		

History - Amendment

Amendment Date: 13-Dec-2024 10:21:02

Registration #: 302006801

Transaction #: 3

Expiry Date: 18-Feb-2030

Event Type: Amendment
Transaction Reason: Regular

Transaction Description: Renewal Description

Life Time: Life Time Amended

Registrant

Party ID:	153208949-1	Address:	2 ROBERT SPECK PARKWAY, 15TH FLOOR
Entity Type:	Business		MISSISSAUGA, Ontario
Name:	D + H LIMITED PARTNERSHIP		L4Z1H8
			Canada

History - Amendment

Amendment Date: 14-Feb-2025 11:41:23

Registration #: 302006801

Transaction #: 4

Event Type: Amendment
Transaction Reason: Regular

RIN: Registration Identification Number Amended

Registrant

Party ID:	153981027-1	Address:	1100 - 122 1st Avenue South
Entity Type:	Business		Saskatoon, Saskatchewan
Name:	W Law LLP		S7K7E5
			Canada



Saskatchewan Personal Property Registry Search Result

Secured Party

Action:	Delete	Address:	250 Yonge Street, 9th Floor
Item #:	1		Toronto, Ontario
Party ID:	153191738-1		M5B2L7
Entity Type:	Business		Canada
Name:	Bank of Montreal/Banque de Montreal		
Action:	Add	Address:	36 York Mills Rd 4th Flr
Item #:	2		Toronto, Ontario
Party ID:	151543352-1		M2P0A4
Entity Type:	Business		Canada
Name:	Royal Bank of Canada		



Saskatchewan
Personal Property Registry
Search Result

Current - Similar

Registration Type: Personal Property Security Agreement
Registration Date: 20-Feb-2020 18:27:01

Registration #: 302007657
Expiry Date: 20-Feb-2030

Event Type: Amendment
Transaction Reason: Regular

Notations

Trust Indenture: NO

Registrant

Party ID:	153981027-1	Address:	1100 - 122 1st Avenue South
Entity Type:	Business		Saskatoon, Saskatchewan
Name:	W Law LLP		S7K7E5
			Canada

Secured Party

Item #:	2	Address:	36 York Mills Rd 4th Flr
Party ID:	151543352-1		Toronto, Ontario
Entity Type:	Business		M2P0A4
Name:	Royal Bank of Canada		Canada

Debtor Party

* Item #:	1	Address:	205 - 2100 Airport Dr.
Party ID:	153409775-1		Saskatoon, Saskatchewan
Entity Type:	Business		S7L6M6
Name:	THREE-O-SIX INDUSTRIAL SERVICES INC.		Canada
* Item #:	2	Address:	#205 - 2100 AIRPORT DR
Party ID:	153707357-1		Saskatoon, Saskatchewan
Entity Type:	Business		S7L6M6
Name:	THREEOSIX INDUSTRIAL SERVICES INC.		Canada

Serial Property

Item #:	1	Year:	2015
Serial Type:	Motor Vehicle	Make/Desc:	Polaris
Serial #:	4XARUAD18FT3648	Model:	Ranger
Override:	Yes	Color:	
Item #:	2	Year:	2015
Serial Type:	Motor Vehicle	Make/Desc:	Bobcat
Serial #:	4XAB3FMA6F8011222	Model:	3400XL
Override:	No	Color:	
Item #:	3	Year:	2017
Serial Type:	Trailer	Make/Desc:	Big Tex
Serial #:	16VGX250J6000695	Model:	Gooseneck Tandem
Override:	No	Color:	



Saskatchewan Personal Property Registry Search Result

Item #:	4	Year:	2018
Serial Type:	Trailer	Make/Desc:	Royal
Serial #:	259AL2266J1041593	Model:	12' Enclosed Traile
Override:	No	Color:	
Item #:	5	Year:	2005
Serial Type:	Trailer	Make/Desc:	Ideal
Serial #:	2D9FA62D35V098808	Model:	Black Ideal Trailer
Override:	No	Color:	
Item #:	6	Year:	2011
Serial Type:	Trailer	Make/Desc:	Mobi-Light
Serial #:	IM9BU17107W759852	Model:	25kw Light Tow
Override:	No	Color:	
Item #:	7	Year:	2018
Serial Type:	Motor Vehicle	Make/Desc:	TMS
Serial #:	351534	Model:	Portable TMS Metali
Override:	Yes	Color:	
Item #:	8	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	Lincoln
Serial #:	U1080711980	Model:	305G
Override:	Yes	Color:	
Item #:	9	Year:	2018
Serial Type:	Motor Vehicle	Make/Desc:	Remote
Serial #:	6GNY099	Model:	Remote Concrete Ba
Override:	Yes	Color:	
Item #:	10	Year:	2013
Serial Type:	Trailer	Make/Desc:	Top Hat
Serial #:	4R7BU1627DT121935	Model:	Car Hauler Traile
Override:	No	Color:	
Item #:	11	Year:	2014
Serial Type:	Motor Vehicle	Make/Desc:	Diesel
Serial #:	X07B060069	Model:	Generator Skid
Override:	Yes	Color:	
Item #:	12	Year:	2019
Serial Type:	Trailer	Make/Desc:	CJ
Serial #:	2JADB452XK1004374	Model:	Car Hauler Trailer
Override:	No	Color:	

General Property

LF278 Accounts, cash, choses in action, chattel, paper, intangibles, insurance proceeds and any, and all additions, substitutions or proceeds of the general collateral.

Description of Chattels:

2015 Polaris Ranger - SN#4XARUAD18FT3648
2015 Bobcat 3400XL - SN#4XAB3FMA6F8011222
2017 25' Big Tex Gooseneck Tandem Trailer - SN#16VGX250J6000695



Saskatchewan Personal Property Registry Search Result

2018 Royal 12' Enclosed Trailer - SN#259AL2266J1041593
2005 Black Ideal Trailer - SN#2D9FA62D35V098808
2011 Mobi-Light 25kw Light Tower - SN#IM9BU17107W759852
2018 Portable TMS Metalizer - SN#351534
2011 Lincoln Ranger 305G Welder w/ Skid - SN#U1080711980
2018 Remote Concrete Batching Mixer - SN#6GNY099
2013 16' Top Hat Car Hauler Trailer - SN#4R7BU1627DT121935
2014 8kw Diesel Generator Skid - SN#X07B060069
2019 16' CJ Car Hauler Trailer - SN#2JADB452XK1004374

History - Setup

Registration Type: Personal Property Security Agreement
Registration Date: 20-Feb-2020 18:27:01

Registration #: 302007657
Transaction #: 1
Expiry Date: 20-Feb-2025

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: NO

Registrant

Party ID:	150000519-1	Address:	4126 Norland Avenue
Entity Type:	Business		Burnaby, British Columbia
Name:	Canadian Securities Registration Systems		V5G3S8
			Canada

Secured Party

Item #:	1	Address:	250 Yonge Street, 9th Floor
Party ID:	153191738-1		Toronto, Ontario
Entity Type:	Business		M5B2L7
Name:	Bank of Montreal/Banque de Montreal		Canada

Debtor Party

Item #:	1	Address:	205 - 2100 Airport Dr.
Party ID:	153409775-1		Saskatoon, Saskatchewan
Entity Type:	Business		S7L6M6
Name:	THREE-O-SIX INDUSTRIAL SERVICES INC.		Canada

Serial Property

Item #:	1	Year:	2015
Serial Type:	Motor Vehicle	Make/Desc:	Polaris
Serial #:	4XARUAD18FT3648	Model:	Ranger
Override:	Yes	Color:	
Item #:	2	Year:	2015
Serial Type:	Motor Vehicle	Make/Desc:	Bobcat
Serial #:	4XAB3FMA6F8011222	Model:	3400XL
Override:	No	Color:	



Saskatchewan Personal Property Registry Search Result

Item #:	3	Year:	2017
Serial Type:	Trailer	Make/Desc:	Big Tex
Serial #:	16VGX250J6000695	Model:	Gooseneck Tandem
Override:	No	Color:	
Item #:	4	Year:	2018
Serial Type:	Trailer	Make/Desc:	Royal
Serial #:	259AL2266J1041593	Model:	12' Enclosed Traile
Override:	No	Color:	
Item #:	5	Year:	2005
Serial Type:	Trailer	Make/Desc:	Ideal
Serial #:	2D9FA62D35V098808	Model:	Black Ideal Trailer
Override:	No	Color:	
Item #:	6	Year:	2011
Serial Type:	Trailer	Make/Desc:	Mobi-Light
Serial #:	IM9BU17107W759852	Model:	25kw Light Tow
Override:	No	Color:	
Item #:	7	Year:	2018
Serial Type:	Motor Vehicle	Make/Desc:	TMS
Serial #:	351534	Model:	Portable TMS Metali
Override:	Yes	Color:	
Item #:	8	Year:	2011
Serial Type:	Motor Vehicle	Make/Desc:	Lincoln
Serial #:	U1080711980	Model:	305G
Override:	Yes	Color:	
Item #:	9	Year:	2018
Serial Type:	Motor Vehicle	Make/Desc:	Remote
Serial #:	6GNY099	Model:	Remote Concrete Ba
Override:	Yes	Color:	
Item #:	10	Year:	2013
Serial Type:	Trailer	Make/Desc:	Top Hat
Serial #:	4R7BU1627DT121935	Model:	Car Hauler Traile
Override:	No	Color:	
Item #:	11	Year:	2014
Serial Type:	Motor Vehicle	Make/Desc:	Diesel
Serial #:	X07B060069	Model:	Generator Skid
Override:	Yes	Color:	
Item #:	12	Year:	2019
Serial Type:	Trailer	Make/Desc:	CJ
Serial #:	2JADB452XK1004374	Model:	Car Hauler Trailer
Override:	No	Color:	

General Property

LF278 Accounts, cash, choses in action, chattel, paper,



Saskatchewan Personal Property Registry Search Result

intangibles, insurance proceeds and any, and all additions,
substitutions or proceeds of the general collateral.

Description of Chattels:

2015 Polaris Ranger - SN#4XARUAD18FT3648
2015 Bobcat 3400XL - SN#4XAB3FMA6F8011222
2017 25' Big Tex Gooseneck Tandem Trailer -
SN#16VGX250J6000695
2018 Royal 12' Enclosed Trailer - SN#259AL2266J1041593
2005 Black Ideal Trailer - SN#2D9FA62D35V098808
2011 Mobi-Light 25kw Light Tower - SN#IM9BU17107VW759852
2018 Portable TMS Metalizer - SN#351534
2011 Lincoln Ranger 305G Welder w/ Skid - SN#U1080711980
2018 Remote Concrete Batching Mixer - SN#6GNY099
2013 16' Top Hat Car Hauler Trailer - SN#4R7BU1627DT121935
2014 8kw Diesel Generator Skid - SN#X07B060069
2019 16' CJ Car Hauler Trailer - SN#2JADB452XK1004374

History - Amendment

Amendment Date: 15-Jun-2021 10:44:29

Registration #: 302007657

Transaction #: 2

Event Type: Amendment

Transaction Reason: Regular

Registrant

Party ID:	152698791-1	Address:	1500 - 1874 SCARTH ST.
Entity Type:	Business		REGINA, Saskatchewan
Name:	MLT Aikins LLP		S4P4E9
			Canada

Debtor Party

Action:	Add		
Item #:	2	Address:	#205 - 2100 AIRPORT DR
Party ID:	153707357-1		Saskatoon, Saskatchewan
Entity Type:	Business		S7L6M6
Name:	THREEOSIX INDUSTRIAL SERVICES INC.		Canada

History - Amendment

Amendment Date: 13-Dec-2024 10:22:04

Registration #: 302007657

Transaction #: 3

Expiry Date: 20-Feb-2030

Event Type: Amendment

Transaction Reason: Regular

Transaction Description: Renewal Description

Life Time: Life Time Amended



Saskatchewan Personal Property Registry Search Result

Registrant

Party ID:	153208949-1	Address:	2 ROBERT SPECK PARKWAY, 15TH FLOOR
Entity Type:	Business		MISSISSAUGA, Ontario
Name:	D + H LIMITED PARTNERSHIP		L4Z1H8
			Canada

History - Amendment

Amendment Date: 14-Feb-2025 11:51:27

Registration #: 302007657

Transaction #: 4

Event Type: Amendment
Transaction Reason: Regular

RIN: Registration Identification Number Amended

Registrant

Party ID:	153981027-1	Address:	1100 - 122 1st Avenue South
Entity Type:	Business		Saskatoon, Saskatchewan
Name:	W Law LLP		S7K7E5
			Canada

Secured Party

Action:	Delete		
Item #:	1	Address:	250 Yonge Street, 9th Floor
Party ID:	153191738-1		Toronto, Ontario
Entity Type:	Business		M5B2L7
Name:	Bank of Montreal/Banque de Montreal		Canada
Action:	Add		
Item #:	2	Address:	36 York Mills Rd 4th Flr
Party ID:	151543352-1		Toronto, Ontario
Entity Type:	Business		M2P0A4
Name:	Royal Bank of Canada		Canada



Saskatchewan Personal Property Registry Search Result

Current - Similar

Registration Type: Personal Property Security Agreement
Registration Date: 09-Apr-2020 11:56:13

Registration #: 302021699
Expiry Date: 09-Apr-2030

Event Type: Amendment
Transaction Reason: Regular

Notations

Trust Indenture: NO

Registrant

Party ID:	153981027-1	Address:	1100 - 122 1st Avenue South
Entity Type:	Business		Saskatoon, Saskatchewan
Name:	W Law LLP		S7K7E5
			Canada

Secured Party

Item #:	2	Address:	36 York Mills Rd 4th Flr
Party ID:	151543352-1		Toronto, Ontario
Entity Type:	Business		M2P0A4
Name:	Royal Bank of Canada		Canada

Debtor Party

* Item #:	1	Address:	2100 AIRPORT DR SUITE 205
Party ID:	153365785-1		SASKATOON, Saskatchewan
Entity Type:	Business		S7L6M6
Name:	THREE-O-SIX INDUSTRIAL SERVICES INC.		Canada
* Item #:	2	Address:	#205 - 2100 AIRPORT DR
Party ID:	153707351-1		SASKATOON, Saskatchewan
Entity Type:	Business		S7L6M6
Name:	THREEOSIX INDUSTRIAL SERVICES INC.		Canada

Serial Property

Item #:	1	Year:	2020
Serial Type:	Motor Vehicle	Make/Desc:	Antraquip
Serial #:	021964	Model:	AQ-1 Cutter
Override:	Yes	Color:	

General Property

LF278 Accounts, cash, choses in action, chattel, paper, intangibles, insurance proceeds and any, and all additions, substitutions or proceeds of the general collateral.

History - Setup

Registration Type: Personal Property Security Agreement
Registration Date: 09-Apr-2020 11:56:13

Registration #: 302021699
Transaction #: 1
Expiry Date: 09-Apr-2025



Saskatchewan Personal Property Registry Search Result

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: NO

Registrant

Party ID:	150000519-1	Address:	4126 Norland Avenue
Entity Type:	Business		Burnaby, British Columbia
Name:	Canadian Securities Registration Systems		V5G3S8
			Canada

Secured Party

Item #:	1	Address:	250 Yonge Street, 9th Floor
Party ID:	153191738-1		Toronto, Ontario
Entity Type:	Business		M5B2L7
Name:	Bank of Montreal/Banque de Montreal		Canada

Debtor Party

Item #:	1	Address:	2100 AIRPORT DR SUITE 205
Party ID:	153365785-1		SASKATOON, Saskatchewan
Entity Type:	Business		S7L6M6
Name:	THREE-O-SIX INDUSTRIAL SERVICES INC.		Canada

Serial Property

Item #:	1	Year:	2020
Serial Type:	Motor Vehicle	Make/Desc:	Antraquip
Serial #:	021964	Model:	AQ-1 Cutter
Override:	Yes	Color:	

General Property

LF278 Accounts, cash, choses in action, chattel, paper, intangibles, insurance proceeds and any, and all additions, substitutions or proceeds of the general collateral.

History - Amendment

Amendment Date: 15-Jun-2021 10:45:01

Registration #: 302021699

Transaction #: 2

Event Type: Amendment
Transaction Reason: Regular

Registrant

Party ID:	152698791-1	Address:	1500 - 1874 SCARTH ST.
Entity Type:	Business		REGINA, Saskatchewan
Name:	MLT Atkins LLP		S4P4E9
			Canada



Saskatchewan Personal Property Registry Search Result

Debtor Party

Action:	Add	Address:	#205 – 2100 AIRPORT DR
Item #:	2		SASKATOON, Saskatchewan
Party ID:	153707351-1		S7L6M6
Entity Type:	Business		Canada
Name:	THREEOSIX INDUSTRIAL SERVICES INC.		

History - Amendment

Amendment Date: 10-Feb-2025 16:27:01

Registration #: 302021699
Transaction #: 3
Expiry Date: 09-Apr-2030

Event Type: Amendment
Transaction Reason: Regular

Transaction Description: Renewal Description

Life Time: Life Time Amended

Registrant

Party ID:	153208949-1	Address:	2 ROBERT SPECK PARKWAY, 15TH FLOOR
Entity Type:	Business		MISSISSAUGA, Ontario
Name:	D + H LIMITED PARTNERSHIP		L4Z1H8
			Canada

History - Amendment

Amendment Date: 14-Feb-2025 11:57:12

Registration #: 302021699
Transaction #: 4

Event Type: Amendment
Transaction Reason: Regular

RIN: Registration Identification Number Amended

Registrant

Party ID:	153981027-1	Address:	1100 - 122 1st Avenue South
Entity Type:	Business		Saskatoon, Saskatchewan
Name:	W Law LLP		S7K7E5
			Canada

Secured Party

Action:	Delete	Address:	250 Yonge Street, 9th Floor
Item #:	1		Toronto, Ontario
Party ID:	153191738-1		M5B2L7
Entity Type:	Business		Canada
Name:	Bank of Montreal/Banque de Montreal		



Saskatchewan Personal Property Registry Search Result

Action:	Add	Address:	36 York Mills Rd 4th Flr
Item #:	2		Toronto, Ontario
Party ID:	151543352-1		M2P0A4
Entity Type:	Business		Canada
Name:	Royal Bank of Canada		



Saskatchewan Personal Property Registry Search Result

Current - Similar

Registration Type: Personal Property Security Agreement
Registration Date: 11-May-2020 14:06:27

Registration #: 302031477
Expiry Date: 11-May-2030

Event Type: Amendment
Transaction Reason: Regular

Notations

Trust Indenture: NO

Registrant

Party ID:	153981027-1	Address:	1100 - 122 1st Avenue South
Entity Type:	Business		Saskatoon, Saskatchewan
Name:	W Law LLP		S7K7E5
			Canada

Secured Party

Item #:	2	Address:	36 York Mills Rd 4th Flr
Party ID:	151543352-1		Toronto, Ontario
Entity Type:	Business		M2P0A4
Name:	Royal Bank of Canada		Canada

Debtor Party

* Item #:	1	Address:	2100 AIRPORT DR, SUITE 205
Party ID:	153408181-1		SASKATOON, Saskatchewan
Entity Type:	Business		S7L6M6
Name:	THREE-O-SIX INDUSTRIAL SERVICES INC.		Canada
* Item #:	2	Address:	#205 - 2100 AIRPORT DR
Party ID:	153707351-1		SASKATOON, Saskatchewan
Entity Type:	Business		S7L6M6
Name:	THREEOSIX INDUSTRIAL SERVICES INC.		Canada

Serial Property

Item #:	1	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	Genie
Serial #:	GTH081216164	Model:	GTH844 Telehandler
Override:	Yes	Color:	

General Property

LF278 Accounts, cash, choses in action, chattel, paper, intangibles, insurance proceeds and any, and all additions, substitutions or proceeds of the general collateral.

History - Setup

Registration Type: Personal Property Security Agreement
Registration Date: 11-May-2020 14:06:27

Registration #: 302031477
Transaction #: 1
Expiry Date: 11-May-2025



Saskatchewan Personal Property Registry Search Result

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: NO

Registrant

Party ID:	150000519-1	Address:	4126 Norland Avenue
Entity Type:	Business		Burnaby, British Columbia
Name:	Canadian Securities Registration Systems		V5G3S8
			Canada

Secured Party

Item #:	1	Address:	250 Yonge Street, 9th Floor
Party ID:	153191738-1		Toronto, Ontario
Entity Type:	Business		M5B2L7
Name:	Bank of Montreal/Banque de Montreal		Canada

Debtor Party

Item #:	1	Address:	2100 AIRPORT DR, SUITE 205
Party ID:	153408181-1		SASKATOON, Saskatchewan
Entity Type:	Business		S7L6M6
Name:	THREE-O-SIX INDUSTRIAL SERVICES INC.		Canada

Serial Property

Item #:	1	Year:	2012
Serial Type:	Motor Vehicle	Make/Desc:	Genie
Serial #:	GTH081216164	Model:	GTH844 Telehandler
Override:	Yes	Color:	

General Property

LF278 Accounts, cash, choses in action, chattel, paper, intangibles, insurance proceeds and any, and all additions, substitutions or proceeds of the general collateral.

History - Amendment

Amendment Date: 15-Jun-2021 10:45:38

Registration #: 302031477

Transaction #: 2

Event Type: Amendment
Transaction Reason: Regular

Registrant

Party ID:	152698791-1	Address:	1500 - 1874 SCARTH ST.
Entity Type:	Business		REGINA, Saskatchewan
Name:	MLT Atkins LLP		S4P4E9
			Canada



Saskatchewan Personal Property Registry Search Result

Debtor Party

Action:	Add	Address:	#205 – 2100 AIRPORT DR
Item #:	2		SASKATOON, Saskatchewan
Party ID:	153707351-1		S7L6M6
Entity Type:	Business		Canada
Name:	THREEOSIX INDUSTRIAL SERVICES INC.		

History - Amendment

Amendment Date: 14-Feb-2025 11:59:03

Registration #: 302031477

Transaction #: 3

Event Type: Amendment
Transaction Reason: Regular

RIN: Registration Identification Number Amended

Registrant

Party ID:	153981027-1	Address:	1100 - 122 1st Avenue South
Entity Type:	Business		Saskatoon, Saskatchewan
Name:	W Law LLP		S7K7E5
			Canada

Secured Party

Action:	Delete	Address:	250 Yonge Street, 9th Floor
Item #:	1		Toronto, Ontario
Party ID:	153191738-1		M5B2L7
Entity Type:	Business		Canada
Name:	Bank of Montreal/Banque de Montreal		
Action:	Add	Address:	36 York Mills Rd 4th Flr
Item #:	2		Toronto, Ontario
Party ID:	151543352-1		M2P0A4
Entity Type:	Business		Canada
Name:	Royal Bank of Canada		

History - Amendment

Amendment Date: 11-Mar-2025 15:28:23

Registration #: 302031477

Transaction #: 4

Expiry Date: 11-May-2030

Event Type: Amendment
Transaction Reason: Regular

Life Time: Life Time Amended



Saskatchewan Personal Property Registry Search Result

Registrant

Party ID:	153981027-1	Address:	1100 - 122 1st Avenue South
Entity Type:	Business		Saskatoon, Saskatchewan
Name:	W Law LLP		S7K7E5
			Canada



Saskatchewan Personal Property Registry Search Result

Current - Similar

Registration Type: Personal Property Security Agreement
Registration Date: 17-Jul-2020 16:42:32

Registration #: 302057988
Expiry Date: 17-Jul-2030

Event Type: Amendment
Transaction Reason: Regular

Notations

Trust Indenture: NO

Registrant

Party ID:	153981027-1	Address:	1100 - 122 1st Avenue South
Entity Type:	Business		Saskatoon, Saskatchewan
Name:	W Law LLP		S7K7E5
			Canada

Secured Party

Item #:	2	Address:	36 York Mills Rd 4th Flr
Party ID:	151543352-1		Toronto, Ontario
Entity Type:	Business		M2P0A4
Name:	Royal Bank of Canada		Canada

Debtor Party

* Item #:	1	Address:	2100 AIRPORT DR SUITE 205
Party ID:	153365785-1		SASKATOON, Saskatchewan
Entity Type:	Business		S7L6M6
Name:	THREE-O-SIX INDUSTRIAL SERVICES INC.		Canada
* Item #:	2	Address:	#205 - 2100 AIRPORT DR
Party ID:	153707351-1		SASKATOON, Saskatchewan
Entity Type:	Business		S7L6M6
Name:	THREEOSIX INDUSTRIAL SERVICES INC.		Canada

Serial Property

Item #:	1	Year:	2018
Serial Type:	Motor Vehicle	Make/Desc:	Bobcat
Serial #:	B3FM18164	Model:	3400XL
Override:	Yes	Color:	

General Property

LF278 Accounts, cash, choses in action, chattel, paper, intangibles, insurance proceeds and any, and all additions, substitutions or proceeds of the general collateral.
Location of Chattel:
205 - 2100 Airport Dr
Saskatoon, SK S7L 6M6
Description of Chattel:
2018 Bobcat 3400XL (SN B3FM18164)

History - Setup



Saskatchewan Personal Property Registry Search Result

Registration Type: Personal Property Security Agreement
Registration Date: 17-Jul-2020 16:42:32

Registration #: 302057988
Transaction #: 1
Expiry Date: 17-Jul-2025

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: NO

Registrant

Party ID:	150000519-1	Address:	4126 Norland Avenue
Entity Type:	Business		Burnaby, British Columbia
Name:	Canadian Securities Registration Systems		V5G3S8 Canada

Secured Party

Item #:	1	Address:	250 Yonge Street, 9th Floor
Party ID:	153191738-1		Toronto, Ontario
Entity Type:	Business		M5B2L7
Name:	Bank of Montreal/Banque de Montreal		Canada

Debtor Party

Item #:	1	Address:	2100 AIRPORT DR SUITE 205
Party ID:	153365785-1		SASKATOON, Saskatchewan
Entity Type:	Business		S7L6M6
Name:	THREE-O-SIX INDUSTRIAL SERVICES INC.		Canada

Serial Property

Item #:	1	Year:	2018
Serial Type:	Motor Vehicle	Make/Desc:	Bobcat
Serial #:	B3FM18164	Model:	3400XL
Override:	Yes	Color:	

General Property

LF278 Accounts, cash, choses in action, chattel, paper, intangibles, insurance proceeds and any, and all additions, substitutions or proceeds of the general collateral.

Location of Chattel:

205 - 2100 Airport Dr
Saskatoon, SK S7L 6M6

Description of Chattel:

2018 Bobcat 3400XL (SN B3FM18164)

History - Amendment

Amendment Date: 15-Jun-2021 10:46:17

Registration #: 302057988
Transaction #: 2

Event Type: Amendment
Transaction Reason: Regular



Saskatchewan Personal Property Registry Search Result

Registrant

Party ID:	152698791-1	Address:	1500 - 1874 SCARTH ST.
Entity Type:	Business		REGINA, Saskatchewan
Name:	MLT Aikins LLP		S4P4E9
			Canada

Debtor Party

Action:	Add	Address:	#205 - 2100 AIRPORT DR
Item #:	2		SASKATOON, Saskatchewan
Party ID:	153707351-1		S7L6M6
Entity Type:	Business		Canada
Name:	THREEOSIX INDUSTRIAL SERVICES INC.		

History - Amendment

Amendment Date: 14-Feb-2025 12:02:47

Registration #: 302057988

Transaction #: 3

Event Type: Amendment

Transaction Reason: Regular

RIN: Registration Identification Number Amended

Registrant

Party ID:	153981027-1	Address:	1100 - 122 1st Avenue South
Entity Type:	Business		Saskatoon, Saskatchewan
Name:	W Law LLP		S7K7E5
			Canada

Secured Party

Action:	Delete	Address:	250 Yonge Street, 9th Floor
Item #:	1		Toronto, Ontario
Party ID:	153191738-1		M5B2L7
Entity Type:	Business		Canada
Name:	Bank of Montreal/Banque de Montreal		
Action:	Add	Address:	36 York Mills Rd 4th Flr
Item #:	2		Toronto, Ontario
Party ID:	151543352-1		M2P0A4
Entity Type:	Business		Canada
Name:	Royal Bank of Canada		

History - Amendment

Amendment Date: 11-Mar-2025 15:29:14

Registration #: 302057988

Transaction #: 4

Expiry Date: 17-Jul-2030

Event Type: Amendment

Transaction Reason: Regular



Saskatchewan Personal Property Registry Search Result

Life Time:

Life Time Amended

Registrant

Party ID:	153981027-1	Address:	1100 - 122 1st Avenue South
Entity Type:	Business		Saskatoon, Saskatchewan
Name:	W Law LLP		S7K7E5
			Canada



Saskatchewan Personal Property Registry Search Result

Current - Similar

Registration Type: Personal Property Security Agreement
Registration Date: 09-Sep-2020 12:50:14

Registration #: 302079107
Expiry Date: 09-Sep-2025

Event Type: Amendment
Transaction Reason: Regular

Notations

Trust Indenture: NO

Registrant

Party ID:	153981027-1	Address:	1100 - 122 1st Avenue South
Entity Type:	Business		Saskatoon, Saskatchewan
Name:	W Law LLP		S7K7E5 Canada

Secured Party

Item #:	2	Address:	36 York Mills Rd 4th Flr
Party ID:	151543352-1		Toronto, Ontario
Entity Type:	Business		M2P0A4
Name:	Royal Bank of Canada		Canada

Debtor Party

* Item #:	1	Address:	205 - 2100 Airport Dr
Party ID:	153529982-1		Saskatoon, Saskatchewan
Entity Type:	Business		S7L6M6
Name:	THREE-O-SIX INDUSTRIAL SERVICES INC.		Canada
* Item #:	2	Address:	#205 - 2100 AIRPORT DR
Party ID:	153707357-1		Saskatoon, Saskatchewan
Entity Type:	Business		S7L6M6
Name:	THREEOSIX INDUSTRIAL SERVICES INC.		Canada

Serial Property

Item #:	1	Year:	2020
Serial Type:	Motor Vehicle	Make/Desc:	Mahindra
Serial #:	A5ZAAAETLA0070380	Model:	Roxor
Override:	Yes	Color:	

General Property

LF278 Accounts, cash, choses in action, chattel, paper, intangibles, insurance proceeds and any, and all additions, substitutions or proceeds of the general collateral.
Chattel Location:
205 - 2100 Airport Dr
Saskatoon, SK S7L 6M6
Chattel Description:
2020 Mahindra Roxor (SN A5ZAAAETLA0070380)

History - Setup



Saskatchewan Personal Property Registry Search Result

Registration Type: Personal Property Security Agreement
Registration Date: 09-Sep-2020 12:50:14

Registration #: 302079107
Transaction #: 1
Expiry Date: 09-Sep-2025

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: NO

Registrant

Party ID:	150000519-1	Address:	4126 Norland Avenue
Entity Type:	Business		Burnaby, British Columbia
Name:	Canadian Securities Registration Systems		V5G3S8 Canada

Secured Party

Item #:	1	Address:	250 Yonge Street, 9th Floor
Party ID:	153191738-1		Toronto, Ontario
Entity Type:	Business		M5B2L7
Name:	Bank of Montreal/Banque de Montreal		Canada

Debtor Party

Item #:	1	Address:	205 - 2100 Airport Dr
Party ID:	153529982-1		Saskatoon, Saskatchewan
Entity Type:	Business		S7L6M6
Name:	THREE-O-SIX INDUSTRIAL SERVICES INC.		Canada

Serial Property

Item #:	1	Year:	2020
Serial Type:	Motor Vehicle	Make/Desc:	Mahindra
Serial #:	A5ZAAAETLA0070380	Model:	Roxor
Override:	Yes	Color:	

General Property

LF278 Accounts, cash, choses in action, chattel, paper, intangibles, insurance proceeds and any, and all additions, substitutions or proceeds of the general collateral.
Chattel Location:
205 - 2100 Airport Dr
Saskatoon, SK S7L 6M6
Chattel Description:
2020 Mahindra Roxor (SN A5ZAAAETLA0070380)

History - Amendment

Amendment Date: 15-Jun-2021 10:47:40

Registration #: 302079107
Transaction #: 2

Event Type: Amendment
Transaction Reason: Regular



Saskatchewan Personal Property Registry Search Result

Registrant

Party ID:	152698791-1	Address:	1500 - 1874 SCARTH ST.
Entity Type:	Business		REGINA, Saskatchewan
Name:	MLT Aikins LLP		S4P4E9
			Canada

Debtor Party

Action:	Add	Address:	#205 - 2100 AIRPORT DR
Item #:	2		Saskatoon, Saskatchewan
Party ID:	153707357-1		S7L6M6
Entity Type:	Business		Canada
Name:	THREEOSIX INDUSTRIAL SERVICES INC.		

History - Amendment

Amendment Date: 14-Feb-2025 12:11:56

Registration #: 302079107

Transaction #: 3

Event Type: Amendment
Transaction Reason: Regular

RIN: Registration Identification Number Amended

Registrant

Party ID:	153981027-1	Address:	1100 - 122 1st Avenue South
Entity Type:	Business		Saskatoon, Saskatchewan
Name:	W Law LLP		S7K7E5
			Canada

Secured Party

Action:	Delete	Address:	250 Yonge Street, 9th Floor
Item #:	1		Toronto, Ontario
Party ID:	153191738-1		M5B2L7
Entity Type:	Business		Canada
Name:	Bank of Montreal/Banque de Montreal		
Action:	Add	Address:	36 York Mills Rd 4th Flr
Item #:	2		Toronto, Ontario
Party ID:	151543352-1		M2P0A4
Entity Type:	Business		Canada
Name:	Royal Bank of Canada		



Saskatchewan Personal Property Registry Search Result

Current - Similar

Registration Type: Personal Property Security Agreement
Registration Date: 04-Dec-2024 13:53:45

Registration #: 302628714
Expiry Date: 02-Dec-2026

Event Type: Setup
Transaction Reason: Regular

Linked Type: Re-Registration Subsection 35 (7) The Personal Property Security Act, 1993
Linked Registration #: 301982058
Linked Registration Date: 02-Dec-2019

Transaction Description: Re-Registration following update to secured party

Notations

Trust Indenture: No

Registrant

Party ID:	153439342-1	Address:	207 - 120 Sonnenschein Way
Entity Type:	Business		Saskatoon, Saskatchewan
Name:	Burgess Law Professional Corporation		S7M0W2 Canada

Secured Party

Item #:	1	Address:	201 - 728 Spadina Cr E
Party ID:	154504293-1		Saskatoon, Saskatchewan
Entity Type:	Business		S7K3H2
Name:	Buffalo River Development LP, by its general partner, Buffalo River Enterprises Corp.		Canada

Debtor Party

* Item #:	1	Address:	#205 - 2100 AIRPORT DR
Party ID:	154504294-1		SASKATOON, Saskatchewan
Entity Type:	Business		S7L6M6
Name:	THREEOSIX INDUSTRIAL SERVICES INC.		Canada
* Item #:	2	Address:	2100 AIRPORT DR SUITE 205
Party ID:	153365785-1		SASKATOON, Saskatchewan
Entity Type:	Business		S7L6M6
Name:	THREE-O-SIX INDUSTRIAL SERVICES INC.		Canada

General Property

LF271 Proceeds claimed the company hereby grants to the bank a security interest in all of the company's undertakings and all its personal property and assets for the time being, both present and future, of whatsoever nature and kind and wheresoever situate and, without in any way limiting the generality of the foregoing, the undertaking, property and assets referred to above shall include all the company's present and future goodwill, trade marks, inventions, processes, patents and patent rights, franchises, privileges benefits, immunities, materials, supplies, inventories, furniture, implements, rents, revenues, incomes, monies, contracts, agreements, leases, licenses, credits, book debts, accounts receivable, negotiable and non-negotiable instruments, judgments, securities, choses in action, unpaid capital and all other property and things of value of every kind and nature, tangible and intangible, legal or equitable, which the company may be possessed of or entitled to or which may hereafter be acquired by the company.

End of Search Result



**Saskatchewan
Personal Property Registry
Search Result**

Searching Party: McDougall Gauley LLP
Search Date: 29-Aug-2025 10:54:02
Search Type: Standard

Search #: 204841356
Client Reference: 577563.2
Control #:

Search Criteria

Search By: Business Debtor Name
Business Name

102056994 Saskatchewan Ltd.

The following list displays all matches & indicates the ones that were selected.

2 Registration(s) Found: Exacts (2) - Similar (0)

Selected	Match	Reg #	Registration Type	Debtor Name	City	Enforcement Instruction Reg #
Yes	Exact	302180737	Personal Property Security Agreement	102056994 SASKATCHEWAN LTD.	Saskatoon	N/A
Yes	Exact	302689687	Personal Property Security Agreement	102056994 Saskatchewan Ltd.	Saskatoon	N/A

This is Exhibit 'N' referred to in the Affidavit of
Tyrone Rutzki sworn before me this 4th
day of September, 2025.

PAUL E. FEDOROFF
Being a Solicitor in the Province of Saskatchewan



Saskatchewan
Personal Property Registry
Search Result

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 18-Jun-2021 13:35:37

Registration #: 302180737
Expiry Date: 18-Jun-2031

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: No

Registrant

Party ID:	152698791-1	Address:	1500 - 1874 SCARTH ST.
Entity Type:	Business		REGINA, Saskatchewan
Name:	MLT Aikins LLP		S4P4E9 Canada

Secured Party

Item #:	1	Address:	201 Portage Avenue - 17th Floor
Party ID:	153710603-1		Winnipeg, Manitoba
Entity Type:	Business		R3B3K6
Name:	Bank of Montreal/Banque de Montreal		Canada

Debtor Party

* Item #:	1	Address:	#205 - 2100 Airport Dr
Party ID:	153710604-1		Saskatoon, Saskatchewan
Entity Type:	Business		S7L6M6
Name:	102056994 SASKATCHEWAN LTD.		Canada

General Property

LF271 Proceeds claimed the company hereby grants to the bank a security interest in all of the company's undertakings and all its personal property and assets for the time being, both present and future, of whatsoever nature and kind and wheresoever situate and, without in any way limiting the generality of the foregoing, the undertaking, property and assets referred to above shall include all the company's present and future goodwill, trade marks, inventions, processes, patents and patent rights, franchises, privileges benefits, immunities, materials, supplies, inventories, furniture, implements, rents, revenues, incomes, monies, contracts, agreements, leases, licenses, credits, book debts, accounts receivable, negotiable and non-negotiable instruments, judgments, securities, choses in action, unpaid capital and all other property and things of value of every kind and nature, tangible and intangible, legal or equitable, which the company may be possessed of or entitled to or which may hereafter be acquired by the company.



Saskatchewan
Personal Property Registry
Search Result

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 12-May-2025 11:56:16

Registration #: 302689687
Expiry Date: 12-May-2035

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: No

Registrant

Party ID:	153439342-1	Address:	207 - 120 Sonnenschein Way
Entity Type:	Business		Saskatoon, Saskatchewan
Name:	Burgess Law Professional Corporation		S7M0W2 Canada

Secured Party

Item #:	1	Address:	201-728 Spadina Cr E
Party ID:	154607312-1		Saskatoon, Saskatchewan
Entity Type:	Business		S7K3H2
Name:	Buffalo River Development LP, by its general partner, Buffalo River Enterprises Corp.		Canada

Debtor Party

* Item #:	1	Address:	602 48th St E
Party ID:	154607313-1		Saskatoon, Saskatchewan
Entity Type:	Business		S7K6K4
Name:	102056994 Saskatchewan Ltd.		Canada

General Property

A security interest is taken in all of the debtor's present and after-acquired personal property

End of Search Result

PURCHASE AND ASSIGNMENT AGREEMENT

THIS PURCHASE AND ASSIGNMENT AGREEMENT (this "**Agreement**"), is entered into on the 13th day of May 2024, by and between the Bank of Montreal ("**Assignor**") and Buffalo River Development LP, by its general partner, Buffalo River Enterprises Corp. ("**Assignee**"), and by Threeosix Industrial Services Inc. ("**Company**"). Assignor and Assignee are hereinafter collectively referred to as the "**parties**."

WHEREAS:

1. An original Letter of Agreement dated May 17, 2019, executed by Scott Longmuir ("**Scott**") and Dustin Bartsch ("**Dustin**") on behalf of the Company, as borrower and Scott and Dustin as guarantors, as amended from time to time and most recently by the Letter of Agreement – Amending & Restatement, dated May 27, 2022, (the "**Amended LOA**") executed by the Company and by Scott, Dustin, 102056994 Saskatchewan Ltd. ("**994**"), Longroad Consulting Ltd. ("**Longroad**"), Cold Shot Holdings Ltd. ("**Cold Shot**"), and BL Construction Services Ltd. ("**BL**"), as guarantors (the Company and the guarantors collectively referred to as the "**Debtors**"), Assignor made certain credit facilities available to the Company the following (collectively, the "**Loans**"; the aforementioned Amended LOA and any other Loan Agreements related thereto, collectively, the "**Loan Agreements**");

Facility #1: Master Equipment Lease Line (the "**Lease Loan**") inclusive of the following leases:

- a) Lease 36019;
- b) Lease 37533;
- c) Lease 38275;
- d) Lease 39118 and
- e) Lease 38176.

Facility #2: A blended facility consisting of a series of seven (7) Demand Loan Non-Revolving accounts with a maximum facility authorization of \$300,000, each bearing the following Account No.:

- a) 37102177001
- b) 37102177002
- c) 37102177003
- d) 37102177004
- e) 37102177005
- f) 37102177006
- g) 37102177007

(collectively the "**Demand Loans**")

This is Exhibit 'O' referred to in the Affidavit of Tyrone Rutzki sworn before me this 4th day of September, 2025.



PAUL E. FEDOROFF

Being a Solicitor in the Province of Saskatchewan

Facility #3: Revolving Operating Facility bearing Account No. 0034-1987-675 (the "**Operating Loan**"); and

Facility #4: Corporate MasterCard bearing Account No. 5264550000194591 (the "**MasterCard Account**").

2. To better secure the obligations of the Company to Assignor, Dustin granted a guarantee to a maximum amount of \$6,600,000 (plus interest and costs) dated September 17, 2020 (the "**Dustin Guarantee**").

3. To better secure the obligations of the Company to Assignor, Scott granted a guarantee to a maximum amount of \$6,600,000 (plus interest and costs) dated September 17, 2020 (the "**Scott Guarantee**").
4. To better secure the obligations of the Company to Assignor, 994 granted an unlimited guarantee dated June 20, 2022 (the "**994 Guarantee**").
5. To better secure the obligations of the Company to Assignor, Longroad granted an unlimited guarantee dated June 20, 2022 (the "**Longroad Guarantee**").
6. To better secure the obligations of the Company to Assignor, Cold Shot granted an unlimited guarantee dated June 20, 2022 (the "**Cold Shot Guarantee**").
7. To better secure the obligations of the Company to Assignor, BL granted an unlimited guarantee dated June 20, 2022 (the "**BL Guarantee**").
8. As security for the respective obligations owed by the Debtors to Assignor under the Loan Agreements, and the Dustin Guarantee, the Scott Guarantee, the 994 Guarantee, the Longroad Guarantee, the BL, Guarantee, and the Cold Shot Guarantee (collectively, the "**Guarantees**"), the Debtors executed, delivered and/or granted to Assignor the security described in Schedule "A" (collectively, the "**Security**").
9. The Debtors are in default of their obligations to Assignor in respect of the Loans and the total amounts owing under the Loans are due and owing.
10. Pursuant to the Loan Agreements, the Company is indebted to the Assignor in the amount of \$3,917,257.72 as at May 13, 2024 which amount includes the outstanding principal amount on the Loans, accrued and unpaid interests, the Assignor's legal fees (including estimated closing fees), and a forbearance fee in the amount of \$25,000 pursuant to a Forbearance Agreement dated January 15, 2024 between the Assignor and the Debtors (collectively, the "**Debt**");
11. Further to the Security, Assignor registered or caused to be registered multiple financing statements in Saskatchewan's Personal Property Registry, the particulars are as set out in Schedule "A" (the "**PPR Registrations**");
12. Assignor is the legal and beneficial owner of the Debt, the Security, and the PPR Registrations;
13. Assignor desires to sell and assign its entire interest in the Loan Agreements, the Debt, the Security, and the PPR Registrations, all amounts owing pursuant to the Loans, the Loan Agreements, and the Security, and all rights thereunder, as more particularly described in Schedule "A" hereto (collectively, the "**Assigned Assets**") to Assignee, and Assignee desires to purchase and accept from Assignor the Assigned Assets, in each case on the basis of the representations, warranties, and agreements contained in this Agreement;
14. As consideration for the assignment of the Assigned Assets by Assignor hereby, Assignee has agreed to pay the Assignor, no later than the Closing Date, the sum of \$3,917,257.72 plus interests from and after May 13, 2024 until the Closing Date (the "**Purchase Price**")

on the terms and conditions set forth herein. The Purchase Price presents the aggregate amount of the Debt.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH THAT in consideration of the foregoing and for other good and valuable consideration, the adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. PURCHASE AND ASSIGNMENT

1.1. Purchase and Assignment. On the Closing Date (as set forth below), upon the payment by Assignee of the entirety of the Purchase Price, Assignor hereby absolutely, irrevocably and unconditionally sells, assigns, conveys, and transfers to Assignee all right, title, and interest in and to the Assigned Assets, including any rights and remedies of Assignor under the Loan Agreements, the Security, and in relation to the Debt owned by Assignor and the Loans, and all of the rights and benefits thereunder, and Assignee hereby agrees to purchase the Assigned Assets and accept such assignment.

1.2. Closing Procedures. The closing of the purchase and assignment contemplated hereunder shall take place on the date that all conditions precedent under this Agreement to the purchase and assignment of the Assigned Assets shall have been satisfied or waived in writing by the parties (the "**Closing Date**"). As of the Closing Date, the following shall take place or shall have taken place:

- (a) Assignee shall make payment of the Purchase Price to Assignor by wire transfer, bank draft, or solicitor's trust cheque of immediately available funds to an account designated by Assignor.
- (b) Assignor shall deliver to Assignee an instrument of assignment and transfer executed by Assignor in such form and with such content as the copy annexed hereto as Schedule "B", transferring the Assigned Assets and the rights and remedies of Assignor under the Debt and the Loan Agreements.
- (c) Assignor shall provide the RINs for the PPR Registrations and such other information as Assignee may reasonably require so as to effect the successful registration of a financing change statement in Saskatchewan's Personal Property Registry with respect to the PPR Registrations and the Security.
- (d) Company shall execute and deliver to Assignee a promissory note, in such form and with such content as the copy annexed hereto as Schedule "C" in the principal amount of the Debt, naming Assignee as the holder thereof.
- (e) Debtors shall execute and deliver to Assignor a release, in such form and with such content as the copy annexed hereto as Schedule "D".
- (f) The Assignor shall have received the entire amounts owing by 994 to the Assignor which amounts are secured by a guarantee given by the Company and the Security pursuant to a Cross-Default and Cross-Collateralization Agreement dated April 17, 2024 between the Company, 994, and the Assignor. The parties agree and acknowledge that payment of the amounts owing by 994 is a condition in favour of the Assignor and may be waived by the Assignor in its sole discretion.

2. REPRESENTATIONS AND WARRANTIES OF ASSIGNOR.

The Assignor represents as follows:

- 2.1. **Ownership.** Assignor has good and marketable title to the Assigned Assets and is conveying to Assignee all rights, title, and interest to the Assigned Assets. Assignor has the sole and unrestricted right to sell and transfer the Assigned Assets. None of the Assigned Assets has been assigned or promised to any other person.
- 2.2. **Outstanding Amount.** The outstanding principal amount of the Debt and the accrued and unpaid interest as disclosed in the payout statements delivered by the Assignor to the Assignee through their respective counsel are true and correct as of the date of such statements.
- 2.3. **Reliance on Representations.** Assignor recognizes, understands, and agrees that Assignee is entitled and will be relying on the full accuracy of the above representations, warranties, covenants, and agreements in effectuating the transactions contemplated hereby, and Assignee's legal counsel is entitled and will be relying on the same.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS OF ASSIGNEE AND THE COMPANY.

The Assignee and the Company severally represent, warrant, and covenant as follows:

- 3.1. **Organization Authority.** The Assignee and the Company are duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization with full right, corporate, partnership, or other applicable power and authority to enter into and to consummate the transactions contemplated by this Agreement and otherwise to carry out their obligations thereunder.
- 3.2. **Binding Agreement.** This Agreement, when executed and delivered by the parties, will constitute a valid and legally binding obligation, enforceable in accordance with its terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and any other laws of general application affecting enforcement of creditors' rights generally; (b) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies; or (c) to the extent the indemnification provisions contained herein may be limited by applicable laws.
- 3.3. **No Conflicts.** Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, do or will violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge or other restriction of any government, governmental agency, or court to which the Assignee and the Company are subject or any provision of its organizational documents or other similar governing instruments, or conflict with, violate or constitute a default under any agreement, credit facility, debt or other instrument or understanding.
- 3.4. **No Litigation.** There is no action, suit, proceeding, judgment, claim, or investigation pending, or to the knowledge of Assignee and the Company, threatened against them, which could reasonably be expected in any manner to challenge or seek to prevent, enjoin, alter, or delay the transactions contemplated hereby.

- 3.5. Consents.** No authorization, consent, approval, or other order of, or declaration to or filing with, any governmental agency or body or other Person is required on the part of Assignee for the valid authorization, execution, delivery and performance by Assignee of this Agreement and the consummation of the transactions contemplated hereby.
- 3.6. Release.** The Company covenants that it will and that it will cause each of the other Debtors to execute a release of the Assignor and related parties in respect of any and all claims by the Debtors under and in respect of the Loans and the Security, it being agreed that such release shall not relieve the Assignor from its obligations to the Assignee under the terms of this Agreement. The release shall be in a form and content acceptable to the Assignor, acting reasonably.

4. INDEMNITY AND ACKNOWLEDGMENT

- 4.1. Indemnity.** The Assignee hereby agrees that any action taken by the Assignee in respect of the Assigned Assets against the Company or generally in respect of the Debtors as regards any of the Assigned Assets, shall not be taken by the Assignee in the name of the Assignor or any affiliate of the Assignor. The Assignee hereby indemnifies and agrees to save the Assignor harmless in respect of any claim, demand or action of any nature or kind asserted against the Assignor in respect of any things done or taken by the Assignee or its nominee, transferee, assignee, or any third party, in respect of the Loans, the Security, or generally in respect of the Debtors as regards any of the above.
- 4.2. Acknowledgement.** Except as expressly provided herein, the Assignee, as purchaser, acknowledges and agrees that the Loans and Security are acquired from the Assignor, as vendor, subject to and on the terms and conditions specified herein and without any other representations or warranties by or from the Assignor as to the Loans and Security except as otherwise expressly stated herein, and to that extent, the Loans and Security are acquired on what is in effect an as is, where is basis. Without limiting the generality of the foregoing, the Assignee also acknowledges and agrees that there may be existing registrations, security interests, interests and charges in favour of other creditors with respect to the Assigned Assets or the Debtors and the Assignor makes no representations in respect of such. The Assignee also acknowledges that the Assignor makes no representations as to the steps that the Assignee may need to take in respect of perfection of enforcement of the Assignee's rights acquired pursuant hereto, and the Assignor does not make any representations as to any priority matters affecting the Assigned Assets, and therefore the Assignee acknowledges that it will have no claim against the Assignor in respect of any of these matters.
- 4.3. No Further Information.** From and after the Closing Date, the Assignee agrees that it shall be solely responsible, and may not rely upon the Assignor, to provide further information respecting the amounts due and owing under the Loans or any other matters related to the Loans and the Security, except as otherwise expressly provided herein.

5. GENERAL.

- 5.1. Entire Agreement.** This Agreement and the Schedules referred to herein constitute the entire agreement between the parties hereto and supersede all prior agreements,

representations, warranties, statements, promises, information, arrangements, and understandings, whether oral or written, express or implied, with respect to the subject matter hereof. None of the parties hereto shall be bound or charged with any oral or written agreements, representations, warranties, statements, promises, information, arrangements, or understandings not specifically set forth in this Agreement or in the Schedules, documents, and instruments to be delivered on or before the Closing Date pursuant to this Agreement. The parties hereto further acknowledge and agree that, in entering into this Agreement and in delivering the Schedules, documents and instruments to be delivered on or before the Closing Date, they have not in any way relied, and shall not in any way rely, on any oral or written agreements, representations, warranties, statements, promises, information, arrangements or understandings, express or implied, not specifically set forth in this Agreement or in such Schedules, documents or instruments.

5.2. Further Assurances. Each of the parties hereby covenants and agrees that at any time and from time to time after the Closing Date it shall, on the reasonable request of the others, do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered all such further acts, deeds, assignments, transfers, conveyances, and assurances as may be required for the better carrying out and performance of all the terms of this Agreement.

5.3. Notices.

(1) Any notice, designation, communication, request, demand, or other document, required or permitted to be given, sent, or delivered hereunder to any party hereto shall be in writing and shall be sufficiently given, sent, or delivered if it is:

- (a) delivered personally to an officer or director of such party,
- (b) sent to the party entitled to receive it by Canadian registered mail, or
- (c) sent by email transmission.

(2) Notices shall be sent to the following addresses:

(a) in the case of Assignor:

BMO Financial Group
Attention: Ed Barrington
10175-101 Street, 20th Floor
Edmonton, Alberta
T5J 0H3

with a copy by email to: ed2.barrington@bmo.com

-and-

with a copy (which shall not constitute notice) to:

Miller Thomson LLP

Attention: Dustin Gillanders
 123-2nd Avenue South, Suite 1100
 Saskatoon, Saskatchewan
 S7K 7E6

with a copy by email to: dgillanders@millerthomson.com

(b) in the case of Assignee:

Buffalo River Development LP, by its general partner,
 Buffalo River Enterprises Corp.
 Box 40
 Dillon, Saskatchewan
 S0M 0S0

with a copy by email to: bradd@brdip.ca

-and-

with a copy (which shall not constitute notice) to:

201-728 Spadina Cr E
 Saskatoon, Saskatchewan
 S7K 3H2

with a copy by email to: jeff@burgesslawsk.com

(c) in the case of Company:

ThreeOSix Industrial Services Inc.
 Attn Joe Healey and Scott Longmuir
 602 48 St E
 Saskatoon, Saskatchewan
 S7K 6K4

with a copy by email to: jhealey@threeosix.ca and slongmuir@threeosix.ca

-and-

with a copy (which shall not constitute notice) to:

Robertson Stromberg LLP
 Attn: Kim Anderson K.C. and Travis K. Kusch
 600 105 21st Street East
 Saskatoon, Saskatchewan
 S7K 0B3

with a copy by email to: mk.anderson@rslaw.com and t.kusch@rslaw.com

or to such other address or facsimile number as the party entitled to or receiving such notice, designation, communication, request, demand, or other document shall, by a

notice given in accordance with this section, have communicated to the party giving or sending or delivering such notice, designation, communication, request, demand, or other document.

- (3) Any notice, designation, communication, request, demand, or other document given or sent or delivered as aforesaid shall:

(a) if delivered as aforesaid, be deemed to have been given, sent, delivered, and received on the date of delivery;

(b) if sent by registered mail as aforesaid, be deemed to have been given, sent, delivered and received (but not actually received) on the fourth Business Day following the date of mailing, unless at any time between the date of mailing and the fourth Business Day thereafter there is a discontinuance or interruption of regular postal service, whether due to strike or lockout or work slowdown, affecting postal service at the point of dispatch or delivery or any intermediate point, in which case the same shall be deemed to have been given, sent, delivered and received in the ordinary course of the mails, allowing for such discontinuance or interruption of regular postal service; and

(c) if sent by email transmission, be deemed to have been given, sent, delivered, and received on the date sent if such transmission is successful.

- 5.4. Enurement.** This Agreement shall enure to the benefit of and be binding upon the parties hereto, and their respective heirs, administrators, personal representatives, successors, and assigns.

- 5.5. Assignment.** The Assignor may assign this Agreement to its affiliate but may not assign to a third party. The Assignee may assign this Agreement, in which event the parties shall attorn in all respects to such assignment and the assignee or assignees thereof. The Company may not assign this Agreement without the consent of both the Assignor and the Assignee.

- 5.6. Severability.** In the event that any provision of this Agreement, as amended from time to time, is deemed invalid, void, or unenforceable, in whole or in part, by any court of competent jurisdiction, the remaining terms and provisions of this Agreement remain in full force and effect.

- 5.7. Survival.** All provisions of this Agreement which expressly or by their nature survive the termination of this Agreement shall continue in full force and effect after any termination of this Agreement.

- 5.8. Rights Cumulative.** Unless otherwise expressly provided in this Agreement, each party's rights and remedies specified in this Agreement are cumulative and are not exclusive of any other rights or remedies that a party has otherwise.

- 5.9. Remedies.** Each right, power, and remedy of any of the parties hereto provided for herein and available at law or in equity, or in any other agreement is separate and in addition to every other such right, power and remedy. Any one or more rights, remedies and powers may be exercised by any of the parties hereto from time to time and no such exercise

exhausts all rights, remedies, or powers of any of the parties hereto or precludes any of the parties hereto from exercising any one or more of such rights, remedies and powers or any combination thereof from time to time thereafter or simultaneously.

- 5.10. Waiver.** Any party hereto which is entitled to the benefits of this Agreement may, and has the right to, waive any term or condition hereof at any time on or prior to the Closing Time; provided, however, that such waiver shall be evidenced by written instrument duly executed on behalf of such party.
- 5.11. Amendments.** No amendment, modification, supplement, termination, or waiver of any provision of this Agreement, and no consent to any departure by any of the parties hereto therefrom, may in any event be effective unless in writing signed by such applicable parties and then only in the specific instance and of the specific purpose given.
- 5.12. Legal Advice.** Each party to this Agreement acknowledges that it has read, understands, and agrees with all of the provisions of this Agreement, and acknowledges that it has had the opportunity to obtain independent legal advice with respect to it.
- 5.13. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which collectively shall constitute one and the same agreement.
- 5.14. Execution and Delivery.** Each of the parties to this Agreement shall be entitled to rely on the execution and delivery of a facsimile or electronic copy (such as portable document format (PDF), DocuSign, or other agreed upon electronic means) of this Agreement and receipt by each party of any such copy shall be legally effective to create a valid and binding

[Signature Page To Purchase And Assignment Agreement To Follow]

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

ASSIGNOR:

BANK OF MONTREAL

Per: _____

Name: Ed Barrington

Title: Senior Account Manager, Bank of Montreal

ASSIGNEE:

**BUFFALO RIVER DEVELOPMENT LP, by its
general partner, BUFFALO RIVER
ENTERPRISES CORP.**

Per: _____

Name: Brad Darbyshire

Title: President and CEO

AGREEMENT AND CONSENT:

Company hereby enters into this Agreement for the following express purposes: Company hereby agrees and confirms that (i) the description in this Agreement of the past and current nature of the Assigned Assets is true, accurate and complete; the representations, warranties, and covenants of the Company in the Agreement are binding on the Company, (iii) the relationship between Company and Assignor as described in the Agreement is true, accurate and complete; and (iv) Company consents to the transaction between Assignor and Assignee for all purposes of the Loan Agreements, the Debt, and the Security, and has obtained all required corporate approvals of Company related thereto.

THREEOSIX INDUSTRIAL SERVICES INC.

Per: _____

Name: Scott Longmuir

Title: President

[Signature Page to Purchase and Assignment Agreement]

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

ASSIGNOR:

BANK OF MONTREAL

Per: _____
 Name: Ed Barrington
 Title: Senior Account Manager, Bank of Montreal

ASSIGNEE:

**BUFFALO RIVER DEVELOPMENT LP, by its
 general partner, BUFFALO RIVER
 ENTERPRISES CORP.**



Per: _____
 Name: Brad Darbyshire
 Title: President and CEO

AGREEMENT AND CONSENT:

Company hereby enters into this Agreement for the following express purposes: Company hereby agrees and confirms that (i) the description in this Agreement of the past and current nature of the Assigned Assets is true, accurate and complete; the representations, warranties, and covenants of the Company in the Agreement are binding on the Company, (iii) the relationship between Company and Assignor as described in the Agreement is true, accurate and complete; and (iv) Company consents to the transaction between Assignor and Assignee for all purposes of the Loan Agreements, the Debt, and the Security, and has obtained all required corporate approvals of Company related thereto.

THREEOSIX INDUSTRIAL SERVICES INC.

Per: _____
 Name: Scott Longmuir
 Title: President

[Signature Page to Purchase And Assignment Agreement]

**SCHEDULE "A" TO PURCHASE AND ASSIGNMENT AGREEMENT
ASSIGNED ASSETS**

The Assigned Assets shall consist of the following:

Loan Agreements:

An original Letter of Agreement dated May 17, 2019, executed by the Bank of Montreal ("**Assignor**"), Scott Longmuir ("**Scott**") and Dustin Bartsch ("**Dustin**") on behalf of Threeosix Industrial Services Inc. (the "**Company**"), as borrower and Scott and Dustin as guarantors, as amended from time to time, including by way of a Letter of Agreement - Amendment dated September 16, 2020, and the Letter of Agreement - Amending & Restatement, dated May 27, 2022, executed by the Company and by Scott, Dustin, 102056994 Saskatchewan Ltd. ("**994**"), Longroad Consulting Ltd. ("**Longroad**"), Cold Shot Holdings Ltd. ("**Cold Shot**"), and BL Construction Services Ltd. ("**BL**"), as guarantors.

A Forbearance Agreement dated January 15, 2024, executed by Assignor, the Company, Longroad, 994, Cold Shot, BL, Scott, and Dustin.

Loan Facilities:

Facility #1: Master Equipment Lease Line (the "**Lease Loan**") inclusive of the following leases:

- a) Lease 36019;
- b) Lease 37533;
- c) Lease 38275;
- d) Lease 39118 and
- e) Lease 38176.

Facility #2: A blended facility consisting of a series of seven (7) Demand Loan Non-Revolving accounts with a maximum facility authorization of \$300,000, each bearing the following Account No.:

- a) 37102177001
 - b) 37102177002
 - c) 37102177003
 - d) 37102177004
 - e) 37102177005
 - f) 37102177006
 - g) 37102177007
- (collectively the "**Demand Loans**")

Facility #3: Revolving Operating Facility bearing Account No. 0034-1987-675 (the "**Operating Loan**").

Facility #4: Corporate MasterCard bearing Account No. 5264550000194591 (the "**MasterCard Account**").

Security:

Date: May 21, 2019
Issued By: Threeosix Industrial Services Inc.

Description:	General Security Agreement granted in favour of Bank of Montreal – all undertakings and property etc.
Date:	May 21, 2019
Issued By:	Dustin Bartsch
Description:	Guarantee in favour of the Bank of Montreal to a maximum principal amount of \$500,000
Date:	May 21, 2019
Issued By:	Scott Longmuir
Description:	Guarantee in favour of the Bank of Montreal to a maximum principal amount of \$500,000
Date:	August 20, 2019
Issued By:	Threeosix Industrial Services Inc.
Description:	Saskatchewan Personal Property Security Act Security Agreement
Date:	August 20, 2019
Issued By:	Threeosix Industrial Services Inc.
Description:	General Assignment of Debts etc. (P.P.S.A)
Date:	August 20, 2019
Issued By:	Dustin Bartsch
Description:	Guarantee in favour of the Bank of Montreal to a maximum principal amount of \$650,000 (plus interest and costs)
Date:	August 20, 2019
Issued By:	Scott Longmuir
Description:	Guarantee in favour of the Bank of Montreal to a maximum principal amount of \$650,000
Date:	August 20, 2019
Issued By:	Cold Shot Holdings Ltd.
Description:	Guarantee in favour of the Bank of Montreal to a maximum principal amount of \$650,000
Date:	August 20, 2019
Issued By:	Longroad Consulting Ltd.
Description:	Guarantee in favour of the Bank of Montreal to a maximum principal amount of \$650,000
Date:	August 20, 2019
Issued By:	102056994 Saskatchewan Ltd.
Description:	Guarantee in favour of the Bank of Montreal to a maximum principal amount of \$650,000
Date:	December 4, 2019
Issued By:	Threeosix Industrial Services Inc.
Description:	Saskatchewan Personal Property Security Act Agreement

Date:	February 19, 2020
Issued By:	Threeosix Industrial Services Inc.
Description:	Chattel Mortgage (2020 Bobcat 3400XL Serial: SN B3FM18119).
Date:	March 13, 2020
Issued By:	Threeosix Industrial Services Inc.
Description:	Chattel Mortgage (2015 Polaris Ranger – SN 4XARUAD18FT3648, 2015 Bobcat 3400XL – SN 4XAB3FMA8F8011222, 2017 25' Big Tex Gooseneck Tandem Trailer – SN 16VGX250J6000695, 2018 Royal 12' Enclosed Trailer – SN 259AL2266J1041593, 2005 Black Ideal Trailer – SN 2D9FA62D35V098808, 2011 Mobi-Light 25kw Light Tower – SN IM9BU17107W759852, 2018 Portable TMS Metalizer – SN 351534, 2011 Lincoln Ranger 305G Welder w/ Skid – SN U1080711980, 2018 Remote Concrete Batching Mixer – SN 6GNY099, 2013 16' Top Hat Car Hauler Trailer – SN 4R7BU1627DT121935, 2014 8kw Diesel Generator Skid – SN X07B060069, 2019 16'CJ Car Hauler Trailer – SN 2JADB452XK1004374)
Date:	August 24, 2020
Issued By:	Threeosix Industrial Services Inc.
Description:	Chattel Mortgage (2013 Kubota KX080-3GA Excavator Serial: 26728)
Date:	June 20, 2022
Issued By:	BL Construction Services Ltd.
Description:	Saskatchewan Personal Property Security Agreement
Date:	June 20, 2022
Issued By:	Threeosix Mining Services Inc.
Description:	Saskatchewan Personal Property Security Agreement
Date:	April 14, 2020
Issued By:	Threeosix Industrial Services Inc.
Description:	Chattel Mortgage (2020 Antraquip AQ-1 Cutter (SN: 021964))
Date:	Undated
Issued By:	Threeosix Industrial Services Inc.
Description:	Chattel Mortgage (2012 Genie GTH844 Telehandler (SN GTH081216164))
Date:	September 17, 2020
Issued By:	Dustin Bartsch
Description:	Guarantee in favour of the Bank of Montreal to a maximum principal amount of \$6,600,000
Date:	September 17, 2020
Issued By:	Scott Longmuir

Description:	Guarantee in favour of the Bank of Montreal to a maximum amount of \$6,600,000 (plus interest and costs)
Date:	September 17, 2020
Issued By:	Cold Shot Holdings Ltd.
Description:	Guarantee in favour of the Bank of Montreal to a maximum principal amount of \$6,600,000
Date:	September 17, 2020
Issued By:	Longroad Consulting Ltd.
Description:	Guarantee in favour of the Bank of Montreal to a maximum principal amount of \$6,600,000
Date:	September 17, 2020
Issued By:	102056994 Saskatchewan Ltd.
Description:	Guarantee in favour of the Bank of Montreal to a maximum principal amount of \$6,600,000
Date:	June 20, 2022
Issued By:	Threeosix Mining Services Inc.
Description:	Unlimited guarantee in favour of the Bank of Montreal
Date:	June 20, 2022
Issued By:	102056994 Saskatchewan Ltd.
Description:	Unlimited guarantee in favour of the Bank of Montreal
Date:	June 20, 2022
Issued By:	Longroad Consulting Ltd.
Description:	Unlimited guarantee in favour of the Bank of Montreal
Date:	June 20, 2022
Issued By:	Cold Shot Holdings Ltd.
Description:	Unlimited guarantee in favour of the Bank of Montreal
Date:	June 20, 2022
Issued By:	BL Construction Services Ltd.
Description:	Unlimited guarantee in favour of the Bank of Montreal
Date:	December 30, 2022
Issued By:	Threeosix Industrial Services Inc.
Description:	Installment Payment Contract

Registrations in Saskatchewan's Personal Property Registry:

Registration #:	302304753
Reg. Date:	16 June 2022
Secured Party:	Bank of Montreal
Debtor Party:	BL Construction Services Ltd. and Threeosix Mining Services Inc.
Registration #:	302138814
Reg. Date:	3 March 2021

Secured Party:	Bank of Montreal/Banque de Montreal
Debtor Party:	Threeosix Industrial Services Inc.
Registration #:	302429492
Reg. Date:	8 June 2023
Secured Party:	Bank of Montreal/Banque de Montreal
Debtor Party:	Threeosix Industrial Services Inc.
Registration #:	301905753
Reg. Date:	22 May 2019
Secured Party:	Bank of Montreal/Banque de Montreal
Debtor Party:	Threeosix Industrial Services Inc. and Three-O-Six Industrial Services Inc.
Registration #:	301938454
Reg. Date:	12 August 2019
Secured Party:	Bank of Montreal/Banque de Montreal
Debtor Party:	Threeosix Industrial Services Inc. and Three-O-Six Industrial Services Inc.
Registration #:	301982058
Reg. Date:	2 December 2019
Secured Party:	Bank of Montreal/Banque de Montreal
Debtor Party:	Threeosix Industrial Services Inc. and Three-O-Six Industrial Services Inc.
Registration #:	302006801
Reg. Date:	18 February 2020
Secured Party:	Bank of Montreal/Banque de Montreal
Debtor Party:	Threeosix Industrial Services Inc. and Three-O-Six Industrial Services Inc.
Registration #:	302007657
Reg. Date:	20 February 2020
Secured Party:	Bank of Montreal/Banque de Montreal
Debtor Party:	Threeosix Industrial Services Inc. and Three-O-Six Industrial Services Inc.
Registration #:	302021699
Reg. Date:	9 April 2020
Secured Party:	Bank of Montreal/Banque de Montreal
Debtor Party:	Threeosix Industrial Services Inc. and Three-O-Six Industrial Services Inc.
Registration #:	302031477
Reg. Date:	11 May 2020
Secured Party:	Bank of Montreal/Banque de Montreal
Debtor Party:	Threeosix Industrial Services Inc. and Three-O-Six Industrial Services Inc.
Registration #:	302057988
Reg. Date:	17 July 2020
Secured Party:	Bank of Montreal/Banque de Montreal
Debtor Party:	Threeosix Industrial Services Inc. and Three-O-Six Industrial Services Inc.
Registration #:	302072626
Reg. Date:	24 August 2020
Secured Party:	Bank of Montreal/Banque de Montreal

Debtor Party:	Threeosix Industrial Services Inc. and Three-O-Six Industrial Services Inc.
Registration #:	302079107
Reg. Date:	9 September2020
Secured Party:	Bank of Montreal/Banque de Montreal
Debtor Party:	Threeosix Industrial Services Inc. and Three-O-Six Industrial Services Inc.
Registration #:	302268979
Reg. Date:	18 March 2022
Secured Party:	Bank of Montreal/Banque de Montreal
Debtor Party:	Threeosix Industrial Services Inc.
Registration #:	302328165
Reg. Date:	18 August 2022
Secured Party:	Bank of Montreal/Banque de Montreal
Debtor Party:	Threeosix Industrial Services Inc.

SCHEDULE "B" TO PURCHASE AND ASSIGNMENT AGREEMENT**ASSIGNMENT OF DEBT AND SECURITY**

In accordance with that certain Purchase and Assignment Agreement, dated the 13th day of May 2024 (the "**Effective Date**"), by and between the Bank of Montreal ("**Assignor**") and Buffalo River Development LP, by its general partner, Buffalo River Enterprises Corp. ("**Assignee**"), and by Threeosix Industrial Services Inc. ("**Company**"), Assignor, hereby absolutely, irrevocably and unconditionally sells, assigns, conveys, and transfers to Assignee

all right, title, and interest in and to the agreements, debt, and security interests described in "Exhibit A" hereto (collectively, the "**Assigned Assets**"), including any rights and remedies of Assignor under the Loan Agreements, the Security, and in relation to the Debt owned by Assignor and the Loans, and all of the rights and benefits thereunder, and Assignee hereby agrees to purchase the Assigned Assets and accept such assignment.

Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

The provisions of this Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns.

[Signature Page to Assignment Of Debt And Security To Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the Effective Date.

ASSIGNOR:

BANK OF MONTREAL

Per: _____
Name: Ed Barrington
Title: Senior Account Manager, Bank of Montreal

ASSIGNEE:

**BUFFALO RIVER DEVELOPMENT LP, by its
general partner, BUFFALO RIVER
ENTERPRISES CORP.**

Per: _____
Name: Brad Darbyshire
Title: President and CEO

COMPANY:

THREEOSIX INDUSTRIAL SERVICES INC.

Per:  _____
Name: Scott Longmuir
Title: President

[Signature Page to Assignment Of Debt And Security To Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the Effective Date.

ASSIGNOR:

BANK OF MONTREAL

Per: _____
Name: Ed Barrington
Title: Senior Account Manager, Bank of
Montreal

ASSIGNEE:

**BUFFALO RIVER DEVELOPMENT LP, by its
general partner, BUFFALO RIVER
ENTERPRISES CORP.**

Per: _____
Name: Brad Darbyshire
Title: President and CEO

COMPANY:

THREEOSIX INDUSTRIAL SERVICES INC.

Per: _____
Name: Scott Longmuir
Title: President

[Signature Page to Assignment Of Debt And Security To Follow]

**EXHIBIT "A" TO ASSIGNMENT OF DEBT AND SECURITY
DESCRIPTION OF ASSIGNED ASSETS**

The Assigned Assets shall consist of the following:

Loan Agreements:

An original Letter of Agreement dated May 17, 2019, executed by the Bank of Montreal ("**Assignor**"), Scott Longmuir ("**Scott**") and Dustin Bartsch ("**Dustin**") on behalf of Threeosix Industrial Services Inc. (the "**Company**"), as borrower and Scott and Dustin as guarantors, as amended from time to time, including by way of a Letter of Agreement - Amendment dated September 16, 2020, and the Letter of Agreement – Amending & Restatement, dated May 27, 2022, executed by the Company and by Scott, Dustin, 102056994 Saskatchewan Ltd. ("**994**"), Longroad Consulting Ltd. ("**Longroad**"), Cold Shot Holdings Ltd. ("**Cold Shot**"), and BL Construction Services Ltd. ("**BL**"), as guarantors.

A Forbearance Agreement dated January 15, 2024, executed by Assignor, the Company, Longroad, 994, Cold Shot, BL, Scott, and Dustin.

Loan Facilities:

Facility #1: Master Equipment Lease Line (the "Lease Loan**")** inclusive of the following leases:

- f) Lease 36019;
- g) Lease 37533;
- h) Lease 38275;
- i) Lease 39118 and
- j) Lease 38176.

Facility #2: A blended facility consisting of a series of seven (7) Demand Loan Non-Revolving accounts with a maximum facility authorization of \$300,000, each bearing the following Account No.:

- h) 37102177001
 - i) 37102177002
 - j) 37102177003
 - k) 37102177004
 - l) 37102177005
 - m) 37102177006
 - n) 37102177007
- (collectively the "**Demand Loans**")

Facility #3: Revolving Operating Facility bearing Account No. 0034-1987-675 (the "Operating Loan**").**

Facility #4: Corporate MasterCard bearing Account No. 5264550000194591 (the "MasterCard Account**").**

Security:

Date: May 21, 2019
 Issued By: Threeosix Industrial Services Inc.

Description:	General Security Agreement granted in favour of Bank of Montreal – all undertakings and property etc.
Date:	May 21, 2019
Issued By:	Dustin Bartsch
Description:	Guarantee in favour of the Bank of Montreal to a maximum principal amount of \$500,000
Date:	May 21, 2019
Issued By:	Scott Longmuir
Description:	Guarantee in favour of the Bank of Montreal to a maximum principal amount of \$500,000
Date:	August 20, 2019
Issued By:	Threeosix Industrial Services Inc.
Description:	Saskatchewan Personal Property Security Act Security Agreement
Date:	August 20, 2019
Issued By:	Threeosix Industrial Services Inc.
Description:	General Assignment of Debts etc. (P.P.S.A)
Date:	August 20, 2019
Issued By:	Dustin Bartsch
Description:	Guarantee in favour of the Bank of Montreal to a maximum principal amount of \$650,000 (plus interest and costs)
Date:	August 20, 2019
Issued By:	Scott Longmuir
Description:	Guarantee in favour of the Bank of Montreal to a maximum principal amount of \$650,000
Date:	August 20, 2019
Issued By:	Cold Shot Holdings Ltd.
Description:	Guarantee in favour of the Bank of Montreal to a maximum principal amount of \$650,000
Date:	August 20, 2019
Issued By:	Longroad Consulting Ltd.
Description:	Guarantee in favour of the Bank of Montreal to a maximum principal amount of \$650,000
Date:	August 20, 2019
Issued By:	102056994 Saskatchewan Ltd.
Description:	Guarantee in favour of the Bank of Montreal to a maximum principal amount of \$650,000
Date:	December 4, 2019
Issued By:	Threeosix Industrial Services Inc.
Description:	Saskatchewan Personal Property Security Act Agreement

Date:	February 19, 2020
Issued By:	Threeosix Industrial Services Inc.
Description:	Chattel Mortgage (2020 Bobcat 3400XL Serial: SN B3FM18119).
Date:	March 13, 2020
Issued By:	Threeosix Industrial Services Inc.
Description:	Chattel Mortgage (2015 Polaris Ranger – SN 4XARUAD18FT3648, 2015 Bobcat 3400XL – SN 4XAB3FMA6F8011222, 2017 25' Big Tex Gooseneck Tandem Trailer – SN 16VGX250J6000695, 2018 Royal 12' Enclosed Trailer – SN 259AL2266J1041593, 2005 Black Ideal Trailer – SN 2D9FA62D35V098808, 2011 Mobi-Light 25kw Light Tower – SN IM9BU17107W759852, 2018 Portable TMS Metalizer – SN 351534, 2011 Lincoln Ranger 305G Welder w/ Skid – SN U1080711980, 2018 Remote Concrete Batching Mixer – SN 6GNY099, 2013 16' Top Hat Car Hauler Trailer – SN 4R7BU1627DT121935, 2014 8kw Diesel Generator Skid – SN X07B060069, 2019 16'CJ Car Hauler Trailer – SN 2JADB452XK1004374)
Date:	August 24, 2020
Issued By:	Threeosix Industrial Services Inc.
Description:	Chattel Mortgage (2013 Kubota KX080-3GA Excavator Serial: 26728)
Date:	June 20, 2022
Issued By:	BL Construction Services Ltd.
Description:	Saskatchewan Personal Property Security Agreement
Date:	June 20, 2022
Issued By:	Threeosix Mining Services Inc.
Description:	Saskatchewan Personal Property Security Agreement
Date:	April 14, 2020
Issued By:	Threeosix Industrial Services Inc.
Description:	Chattel Mortgage (2020 Antraquip AQ-1 Cutter (SN: 021964))
Date:	Undated
Issued By:	Threeosix Industrial Services Inc.
Description:	Chattel Mortgage (2012 Genie GTH844 Telehandler (SN GTH081216164))
Date:	September 17, 2020
Issued By:	Dustin Bartsch
Description:	Guarantee in favour of the Bank of Montreal to a maximum principal amount of \$6,600,000
Date:	September 17, 2020
Issued By:	Scott Longmuir

Description:	Guarantee in favour of the Bank of Montreal to a maximum amount of \$6,600,000 (plus interest and costs)
Date:	September 17, 2020
Issued By:	Cold Shot Holdings Ltd.
Description:	Guarantee in favour of the Bank of Montreal to a maximum principal amount of \$6,600,000
Date:	September 17, 2020
Issued By:	Longroad Consulting Ltd.
Description:	Guarantee in favour of the Bank of Montreal to a maximum principal amount of \$6,600,000
Date:	September 17, 2020
Issued By:	102056994 Saskatchewan Ltd.
Description:	Guarantee in favour of the Bank of Montreal to a maximum principal amount of \$6,600,000
Date:	June 20, 2022
Issued By:	Threeosix Mining Services Inc.
Description:	Unlimited guarantee in favour of the Bank of Montreal
Date:	June 20, 2022
Issued By:	102056994 Saskatchewan Ltd.
Description:	Unlimited guarantee in favour of the Bank of Montreal
Date:	June 20, 2022
Issued By:	Longroad Consulting Ltd.
Description:	Unlimited guarantee in favour of the Bank of Montreal
Date:	June 20, 2022
Issued By:	Cold Shot Holdings Ltd.
Description:	Unlimited guarantee in favour of the Bank of Montreal
Date:	June 20, 2022
Issued By:	BL Construction Services Ltd.
Description:	Unlimited guarantee in favour of the Bank of Montreal
Date:	December 30, 2022
Issued By:	Threeosix Industrial Services Inc.
Description:	Installment Payment Contract

Registrations in Saskatchewan's Personal Property Registry:

Registration #:	302304753
Reg. Date:	16 June 2022
Secured Party:	Bank of Montreal
Debtor Party:	BL Construction Services Ltd. and Threeosix Mining Services Inc.
Registration #:	302138814
Reg. Date:	3 March 2021

Secured Party:	Bank of Montreal/Banque de Montreal
Debtor Party:	Threeosix Industrial Services Inc.
Registration #:	302429492
Reg. Date:	8 June 2023
Secured Party:	Bank of Montreal/Banque de Montreal
Debtor Party:	Threeosix Industrial Services Inc.
Registration #:	301905753
Reg. Date:	22 May 2019
Secured Party:	Bank of Montreal/Banque de Montreal
Debtor Party:	Threeosix Industrial Services Inc. and Three-O-Six Industrial Services Inc.
Registration #:	301938454
Reg. Date:	12 August 2019
Secured Party:	Bank of Montreal/Banque de Montreal
Debtor Party:	Threeosix Industrial Services Inc. and Three-O-Six Industrial Services Inc.
Registration #:	301982058
Reg. Date:	2 December 2019
Secured Party:	Bank of Montreal/Banque de Montreal
Debtor Party:	Threeosix Industrial Services Inc. and Three-O-Six Industrial Services Inc.
Registration #:	302006801
Reg. Date:	18 February 2020
Secured Party:	Bank of Montreal/Banque de Montreal
Debtor Party:	Threeosix Industrial Services Inc. and Three-O-Six Industrial Services Inc.
Registration #:	302007657
Reg. Date:	20 February 2020
Secured Party:	Bank of Montreal/Banque de Montreal
Debtor Party:	Threeosix Industrial Services Inc. and Three-O-Six Industrial Services Inc.
Registration #:	302021699
Reg. Date:	9 April 2020
Secured Party:	Bank of Montreal/Banque de Montreal
Debtor Party:	Threeosix Industrial Services Inc. and Three-O-Six Industrial Services Inc.
Registration #:	302031477
Reg. Date:	11 May 2020
Secured Party:	Bank of Montreal/Banque de Montreal
Debtor Party:	Threeosix Industrial Services Inc. and Three-O-Six Industrial Services Inc.
Registration #:	302057988
Reg. Date:	17 July 2020
Secured Party:	Bank of Montreal/Banque de Montreal
Debtor Party:	Threeosix Industrial Services Inc. and Three-O-Six Industrial Services Inc.
Registration #:	302072626
Reg. Date:	24 August 2020
Secured Party:	Bank of Montreal/Banque de Montreal

Debtor Party: Threeosix Industrial Services Inc. and Three-O-Six Industrial Services Inc.

Registration #: 302079107

Reg. Date: 9 September 2020

Secured Party: Bank of Montreal/Banque de Montreal

Debtor Party: Threeosix Industrial Services Inc. and Three-O-Six Industrial Services Inc.

Registration #: 302268979

Reg. Date: 18 March 2022

Secured Party: Bank of Montreal/Banque de Montreal

Debtor Party: Threeosix Industrial Services Inc.

Registration #: 302328165

Reg. Date: 18 August 2022

Secured Party: Bank of Montreal/Banque de Montreal

Debtor Party: Threeosix Industrial Services Inc.

SCHEDULE "C" TO PURCHASE AND ASSIGNMENT AGREEMENT

PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned unconditionally and irrevocably promises to pay to or to the order of Buffalo River Development LP, by its general partner, Buffalo River Enterprises Corp., (in this Promissory Note together with any person to whom it assigns this Promissory Note called the "Holder") at the principal offices of the Holder in the Province of Saskatchewan, **ON DEMAND** the principal sum of \$3,917,257.72, and to pay interest on the principal sum from according to the underlying loan agreements pursuant to which the indebtedness was created, until the said principal sum and interest thereon is paid in full.

The principal sum and interest shall be payable at the offices of the Holder in in the Province of Saskatchewan, or at such other place in Canada or to such other bank or to such bank account as the Holder shall designate to the undersigned in writing.

This Promissory Note may be endorsed and transferred by the Holder. All references to currency herein shall be to lawful money of Canada. This Promissory Note shall be deemed to have been made and shall be construed in accordance with the laws of the Province of Saskatchewan.

In the event that any day on or before which any action is required to be taken hereunder is not a business day in the City of Saskatoon, in the Province of Saskatchewan, then such action shall be required to be taken on or before the requisite time on the next succeeding day that is a business day in the City of Saskatoon, in the Province of Saskatchewan.

The undersigned hereby waives presentment for payment, dishonour, notice of protest and notice of non-payment of this Promissory Note.

DATED at the City of Saskatoon, in the Province of Saskatchewan, as of the __ day of May 2024.

THREEOSIX INDUSTRIAL SERVICES INC.

Per: _____

Name: Scott Longmuir
Title: President

SCHEDULE "D" TO PURCHASE AND ASSIGNMENT AGREEMENT

RELEASE

TO: Bank of Montreal, and its affiliates, employees, agents, advisors and counsel (collectively, the "Releasees")

DATE: May 13, 2024

RE: Payment to Bank of Montreal by Buffalo River Enterprises Corp. of amounts owing to Bank of Montreal by Threeosix Industrial Services Inc. (the "Indebtedness"), which Indebtedness is guaranteed by Scott Longmuir, Dustin Bartsch, 102056994 Saskatchewan Ltd., Longroad Consulting Ltd., Cold Shot Holdings Ltd., and BL Construction Services Ltd., as guarantors; Transfer and Assignment of Loans and Security held by Bank of Montreal in respect of the Indebtedness and resolution of all matters between Bank of Montreal and Threeosix Industrial Services Inc.

For good and valuable consideration, including but not limited to the execution of a Purchase and Assignment Agreement dated as of the date hereof (the "**Agreement**") and the payment of the amounts referred to therein in respect of the amounts owing to Bank of Montreal ("**BMO**") by Threeosix Industrial Services Inc., Scott Longmuir, Dustin Bartsch, 102056994 Saskatchewan Ltd., Longroad Consulting Ltd., Cold Shot Holdings Ltd., and BL Construction Services Ltd.; the receipt and the sufficiency of which is hereby acknowledged by each of the undersigned (collectively, the "**Releasors**"), the Releasors hereby remise, release, and forever discharge each of the Releasees and, as applicable, their heirs, trustees, beneficiaries, executors, administrators, successors, assigns, legal or personal representatives, employees, agents, partners, affiliates, associated and related corporations or entities, and present and former officers, directors, employees, agents, and shareholders, (collectively, the "**Additional Released Parties**") of and from any and all claims, actions, causes of action, suits, duties, accounts, whatsoever and wheresoever, whether at law or in equity or pursuant to any statutory entitlement, whether known or not known or anticipated which any of the Releasors had, now has or may have in the future by reason of any matters between the Releasees and the undersigned in respect of the Loans and Security referred to in the Agreement.

It is further agreed and understood that the Releasors also undertake and agree not to make any claim or take any proceedings against any person, partnership corporation or other entity which might be entitled to claim contribution, indemnity or other relief over and against the Releasees or either of them or any Additional Released Parties under the provision of any statute or agreement or otherwise with respect to any of the matters to which this Release applies.

It is further agreed and understood that in the event that any of the Releasors should draft or commence any proceedings against the Releasees or the Additional Released Parties which in any way involves a matter that is affected by this Release or against any third party that may claim contribution, indemnity or other relief over and against the Releasees or any Additional Released Parties, this Release may be raised as an estoppel to any such claim or proceeding by the Releasors or any of them.

Each of the Releasors represent and warrant that no consent, approval, waiver or other intervention or involvement of any kind by any other parties required for the effective grant of the Release by the Releasors herein or the effect of execution of this Release.

Nothing herein shall constitute a release of a Releasee from its covenants, undertakings or other obligations under the Agreement.

Each of the Releasors and the Releasees agree to keep the terms of the Agreement and of this Release, as well as the Release provided by the Releasors in favour of the Releasees pursuant to this Release, strictly confidential except where disclosure is required by law or to provide necessary disclosure to financial institutions doing business with the Releasors or legal advisers of the Releasors. Where such disclosure is required, each of the Releasors and the Releasees will take all reasonable steps to have the confidentiality of this Release and of the Agreement maintained for all other purposes by any person or entity to whom such require disclosure is made. Each of the Releasors and the Releasees shall notify the others in advance of making such disclosure.

This Release shall be binding upon and shall enure to the benefit of the Releasors and the Releasees and their respective heirs, executors, administrators, successors, assigns and legal or personal representatives.

This shall be governed by and interpreted in accordance with the laws of the Province of Saskatchewan and the Parties agree to submit to the exclusive jurisdiction of the Courts of Saskatchewan in connection with any dispute or interpretation or matter regarding this Release.

This Release may be signed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, the Releasors have executed this Release as of the day and year set forth above.

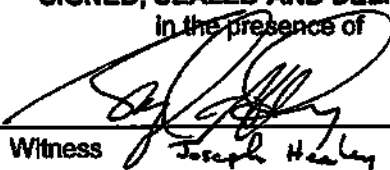
THREEOSIX INDUSTRIAL SERVICES INC.

Per: 

Name: Scott Longmuir
Title: PRESIDENT

I have the authority to bind the corporation

SIGNED, SEALED AND DELIVERED
in the presence of


Witness Joseph Healey


SCOTT LONGMUIR

SIGNED, SEALED AND DELIVERED
in the presence of

Witness _____

DUSTIN BARTSCH

102056994 SASKATCHEWAN LTD.

Per: 

Name: Scott Longmuir
Title: PRESIDENT

I have the authority to bind the corporation

LONGROAD CONSULTING LTD.

Per: 

Name: Scott Longmuir
Title: PRESIDENT

I have the authority to bind the corporation

IN WITNESS WHEREOF, the Releasors have executed this Release as of the day and year set forth above.

THREEOSIX INDUSTRIAL SERVICES INC.

Per: _____

Name: _____

Title: _____

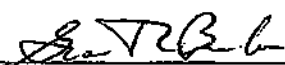
I have the authority to bind the corporation

SIGNED, SEALED AND DELIVERED
in the presence of

Witness

SCOTT LONGMUIR

SIGNED, SEALED AND DELIVERED
in the presence of



Witness



DUSTIN BARTSCH

102056994 SASKATCHEWAN LTD.

Per: _____

Name: _____

Title: _____

I have the authority to bind the corporation

LONGROAD CONSULTING LTD.

Per: _____

Name: _____

Title: _____

I have the authority to bind the corporation

**COLD SHOT HOLDINGS LTD.**

Per: _____

Name: _____

DUSTIN BARTSCH

Title: DIRECTOR

I have the authority to bind the
corporation

BL CONSTRUCTION SERVICES LTD.

Per: _____

Name: _____

Title: _____

I have the authority to bind the
corporation

[Signature page to Release]

COLD SHOT HOLDINGS LTD.

Per: _____

Name:

Title:

I have the authority to bind the
corporation

BL CONSTRUCTION SERVICES LTD.

Per: _____

Name:  SCOTT L. [unclear]

Title:

I have the authority to bind the
corporation

[Signature page to Release]

AFFIDAVIT OF EXECUTION

I, Joseph Healey, of Winnipeg, ^{Manitoba} Saskatchewan MAKE OATH AND SAY THAT:

1. I personally know Scott Longmuir who is the person named in this document and whose name is subscribed to it and I was personally present when it was signed.
2. The said Scott Longmuir is in my belief the full age of eighteen years.

SWORN BEFORE ME at SASKATOON,
Saskatchewan, this 10th day of May, 2024

A COMMISSIONER FOR OATHS for
Saskatchewan;

My Commission expires: ✓
(or) Being a Solicitor. X


(Witness Signature)

AFFIDAVIT OF EXECUTION

I, GARTH BREHON, of SASKATOON, Saskatchewan MAKE OATH AND SAY THAT:

1. I personally know Dustin Bartsch who is the person named in this document and whose name is subscribed to it and I was personally present when it was signed.
2. The said Dustin Bartsch is in my belief the full age of eighteen years.

SWORN BEFORE ME at SASKATOON,
Saskatchewan, this 14 day of May, 2024

Brenda Brehon

A COMMISSIONER FOR OATHS for
Saskatchewan;

My Commission expires: Sept 30, 2026
(or) Being a Solicitor: GB

[Signature]
(Witness Signature)

This is Exhibit 'P' referred to in the Affidavit of
Tyrone Rutzki sworn before me this 4th
day of September, 2025.


PAUL E. FEDOROFF

Being a Solicitor in the Province of Saskatchewan,

29

**SCHEDULE "D" TO PURCHASE AND ASSIGNMENT AGREEMENT
FORM OF PROMISSORY NOTE**

PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned unconditionally and irrevocably promises to pay to or to the order of Buffalo River Development LP, by its general partner, Buffalo River Enterprises Corp., (in this Promissory Note together with any person to whom it assigns this Promissory Note called the "**Holder**") at the principal offices of the Holder in the Province of Saskatchewan, **ON DEMAND** the principal sum of \$3,917,257.72, and to pay interest on the principal sum from according to the underlying loan agreements pursuant to which the indebtedness was created, until the said principal sum and interest thereon is paid in full.

The principal sum and interest shall be payable at the offices of the Holder in in the Province of Saskatchewan, or at such other place in Canada or to such other bank or to such bank account as the Holder shall designate to the undersigned in writing.

This Promissory Note may be endorsed and transferred by the Holder. All references to currency herein shall be to lawful money of Canada. This Promissory Note shall be deemed to have been made and shall be construed in accordance with the laws of the Province of Saskatchewan.

In the event that any day on or before which any action is required to be taken hereunder is not a business day in the City of Saskatoon, in the Province of Saskatchewan, then such action shall be required to be taken on or before the requisite time on the next succeeding day that is a business day in the City of Saskatoon, in the Province of Saskatchewan.

The undersigned hereby waives presentment for payment, dishonour, notice of protest and notice of non-payment of this Promissory Note.

DATED at the City of Saskatoon, in the Province of Saskatchewan, as of the 25th day of October, 2024.

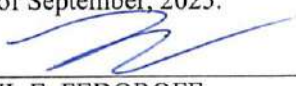
THREEOSIX INDUSTRIAL SERVICES INC.

Per: Scott Longmuir

Name: Scott Longmuir

Title: President

This is Exhibit 'Q' referred to in the Affidavit of
Tyrone Rutzki sworn before me this 4th
day of September, 2025.



PAUL E. FEDOROFF

Being a Solicitor in the Province of Saskatchewan

ASSIGNMENT OF DEBT AND SECURITY

In accordance with that certain Amended and Restated Purchase and Assignment Agreement, dated the 31 day of October 2024 (the "**Effective Date**"), by and between the Bank of Montreal ("**Assignor**"), Buffalo River Development LP, by its general partner, Buffalo River Enterprises Corp. ("**Assignee**"), Royal Bank of Canada ("**RBC**"), and by Threeosix Industrial Services Inc. ("**Company**"), Assignor, hereby absolutely, irrevocably and unconditionally sells, assigns, conveys, and transfers to Assignee all right, title, and interest in and to the agreements, debt, and security interests described in "Exhibit A" hereto (collectively, the "**Assigned Assets**"), including the Loan Agreements, the Debt, all amounts owing pursuant to the Loans and the Loan Agreements, the December 2019 GSA, the Dustin Guarantee, the Cold Shot Guarantee, the other guarantees of Dustin and Cold Shot granted in favour of BMO in relation to the Debt, and the December 2019 PPR Registration, and all of the rights, remedies, and benefits thereunder, and Assignee hereby agrees to purchase such Assigned Assets and accept such assignment according to the provisions set out herein.

Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

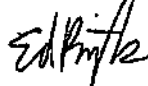
The provisions of this Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns.

[Signature Page to Assignment Of Debt And Security To Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the Effective Date.

ASSIGNOR:

BANK OF MONTREAL

Per: 

Name: Ed Barrington
Title: Senior Account Manager, Bank of
Montreal

ASSIGNEE:

**BUFFALO RIVER DEVELOPMENT LP, by its
general partner, BUFFALO RIVER
ENTERPRISES CORP.**

Per: _____

Name: Brad Darbyshire
Title: President and CEO

COMPANY:

THREEOSIX INDUSTRIAL SERVICES INC.

Per: _____

Name: Scott Longmuir
Title: President

[Signature Page to Assignment Of Debt And Security]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the Effective Date.

ASSIGNOR:

BANK OF MONTREAL

Per: _____
Name: Ed Barrington
Title: Senior Account Manager, Bank of Montreal



ASSIGNEE:

BUFFALO RIVER DEVELOPMENT LP, by its general partner, BUFFALO RIVER ENTERPRISES CORP.

Per: _____
Name: Brad Darbyshire
Title: President and CEO

COMPANY:

THREEOSIX INDUSTRIAL SERVICES INC.

Per: _____
Name: Scott Longmuir
Title: President

[Signature Page to Assignment Of Debt And Security]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the Effective Date.

ASSIGNOR:

BANK OF MONTREAL

Per: _____
Name: Ed Barrington
Title: Senior Account Manager, Bank of Montreal

ASSIGNEE:

**BUFFALO RIVER DEVELOPMENT LP, by its
general partner, BUFFALO RIVER
ENTERPRISES CORP.**

Per: _____
Name: Brad Darbyshire
Title: President and CEO

COMPANY:

THREEOSIX INDUSTRIAL SERVICES INC.

Per: Scott Longmuir
Name: Scott Longmuir
Title: President

[Signature Page to Assignment Of Debt And Security]

**EXHIBIT "A" TO ASSIGNMENT OF DEBT AND SECURITY
DESCRIPTION OF ASSIGNED ASSETS**

For the purpose of this instrument, the Assigned Assets shall consist of the following:

Loan Agreements:

An original Letter of Agreement dated May 17, 2019, executed by the Bank of Montreal ("Assignor"), Scott Longmuir ("Scott") and Dustin Bartsch ("Dustin") on behalf of Threeosix Industrial Services Inc. (the "Company"), as borrower and Scott and Dustin as guarantors, as amended from time to time, including by way of a Letter of Agreement - Amendment dated September 16, 2020, and the Letter of Agreement – Amending & Restatement, dated May 27, 2022, executed by the Company and by Scott, Dustin, 102056994 Saskatchewan Ltd. ("994"), Longroad Consulting Ltd. ("Longroad"), Cold Shot Holdings Ltd. ("Cold Shot"), and BL Construction Services Ltd. ("BL"), as guarantors.

A Forbearance Agreement dated January 15, 2024, executed by Assignor, the Company, Longroad, 994, Cold Shot, BL, Scott, and Dustin.

Loan Facilities:

Facility #1: Master Equipment Lease Line (the "Lease Loan") inclusive of the following leases:

- a) Lease 36019;
- b) Lease 37533;
- c) Lease 38275;
- d) Lease 39118 and
- e) Lease 38176.

Facility #2: A blended facility consisting of a series of seven (7) Demand Loan Non-Revolving accounts with a maximum facility authorization of \$300,000, each bearing the following Account No.:

- a) 37102177001
 - b) 37102177002
 - c) 37102177003
 - d) 37102177004
 - e) 37102177005
 - f) 37102177006
 - g) 37102177007
- (collectively the "Demand Loans")

Facility #3: Revolving Operating Facility bearing Account No. 0034-1987-675 (the "Operating Loan").

Facility #4: Corporate MasterCard bearing Account No. 5264550000194591 (the "MasterCard Account").

Security:

Date:	December 4, 2019
Issued By:	Threeosix Industrial Services Inc.
Description:	Saskatchewan Personal Property Security Act Agreement

Date: May 21, 2019
Issued By: Dustin Bartsch
Description: Guarantee in favour of the Bank of Montreal to a maximum principal amount of \$500,000

Date: August 20, 2019
Issued By: Dustin Bartsch
Description: Guarantee in favour of the Bank of Montreal to a maximum principal amount of \$650,000 (plus interest and costs)

Date: August 20, 2019
Issued By: Cold Shot Holdings Ltd.
Description: Guarantee in favour of the Bank of Montreal to a maximum principal amount of \$650,000

Date: September 17, 2020
Issued By: Dustin Bartsch
Description: Guarantee in favour of the Bank of Montreal to a maximum principal amount of \$6,600,000

Date: September 17, 2020
Issued By: Cold Shot Holdings Ltd.
Description: Guarantee in favour of the Bank of Montreal to a maximum principal amount of \$6,600,000

Date: June 20, 2022
Issued By: Cold Shot Holdings Ltd.
Description: Unlimited guarantee in favour of the Bank of Montreal

Registrations in Saskatchewan's Personal Property Registry:

Registration #: 301982058
Reg. Date: 2 December 2019
Secured Party: Bank of Montreal/Banque de Montreal
Debtor Party: Threeosix Industrial Services Inc. and Three-O-Six Industrial Services Inc.

Buffalo River Development LP

This is Exhibit 'R' referred to in the Affidavit of
Tyrone Rutzki sworn before me this 4th
day of September, 2025.



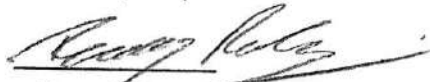
PAUL E. FEDOROFF

Being a Solicitor in the Province of Saskatchewan

Buffalo River Development LP waives its right to call the loan of \$3,917,257.72 due from
Threesix Industrial Services Inc. before October 1, 2025.

Bradley Darbyshire, President & CEO

Name (Print)



Name (Signed)

Feb 10, 2024

Date

RESIGNATION

TO: Buffalo River Enterprises Corp. (the "Corporation")

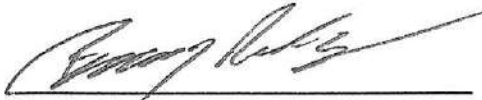
AND TO: the directors thereof

I hereby resign as an officer and employee of the Corporation. This resignation shall take effect immediately.

This resignation may be signed and delivered by electronic means. Any electronic signature shall be deemed to be an original, and, notwithstanding the date of execution, shall be deemed to bear the date written below.

DATED effective as of this 1st day of May 2025.

This is Exhibit 'S' referred to in the Affidavit of
Tyrone Rutzki sworn before me this 4th
day of September, 2025.



Brad Darbyshire



PAUL E. FEDOROFF
Being a Solicitor in the Province of Saskatchewan

This is Exhibit 'T' referred to in the Affidavit of
Tyrone Rutzki sworn before me this 4th
day of September, 2025.



PAUL E. FEDOROFF
Being a Solicitor in the Province of Saskatchewan

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT is made as of the 12th day of July 2024,

BETWEEN:

102056994 SASKATCHEWAN LTD., a corporation incorporated
under the laws of the Province of Saskatchewan,

(the "Vendor"),

OF THE FIRST PART,

-AND-

102195366 SASKATCHEWAN LTD., a corporation incorporated
under the laws of the Province of Saskatchewan,

(the "Purchaser"),

OF THE SECOND PART.

WHEREAS the Vendor is the registered and beneficial owner of the Property (as hereinafter defined);

AND WHEREAS the Vendor has agreed to sell to the Purchaser, and the Purchaser has agreed to purchase from the Vendor, the Property on the terms and subject to the conditions of this Agreement.

NOW THEREFORE IN CONSIDERATION of the mutual covenants and agreements set out herein, the parties hereto agree as follows:

ARTICLE 1 **INTERPRETATION**

Section 1.01 Definitions. The following terms shall have, for all purposes of this Agreement, the following meanings:

- (a) **"Adjustments"** has the meaning ascribed thereto in Section 2.03 hereof;
- (b) **"Agreement"** means this agreement of purchase and sale as it may be amended or supplemented from time to time and all Schedules referred to herein;

- (c) **"Applications"** means any application to the City of Saskatoon, in the province of Saskatchewan for zoning by-law and official plan amendments to allow for the development of the Lands and any subsequent amendments or further applications with respect thereto including for greater certainty, application for site plan approval and any severance or minor variance applications which may be necessary with respect to the said development, all of which are necessary or deemed appropriate by the Purchaser;
- (d) **"Approval Period"** has the meaning ascribed thereto in Section 3.02;
- (e) **"Article", "Section", "Subsection" or "Paragraph"** means the specified Article, Section, Subsection or Paragraph in this Agreement;
- (f) **"Authorities"** means any municipal, provincial, or federal department, commission, board, bureau, branch, agency, regulating authority or other authority whatsoever having or purporting to have jurisdiction over the Property. **"Authority"** has a corresponding meaning;
- (g) **"Buildings"** means buildings, structures, erections, fixtures, appurtenances, and improvements thereto constructed on or affixed to the Lands (including fixed machinery and fixed equipment) and owned by the Vendor;
- (h) **"Business Day"** means a day of the week other than a Saturday, Sunday, statutory or civic holiday, in the Province of Saskatchewan;
- (i) **"City"** means the City of Saskatoon, in the province of Saskatchewan;
- (j) **"Closing"** means the completion of the transaction contemplated herein;
- (k) **"Closing Date"** means the closing date as set out in Section 1.14 hereof;
- (l) **"Documents"** has the meaning ascribed thereto in Section 3.01 hereof;
- (m) **"Effective Date"** means the date first written above;
- (n) **"Encumbrance"** means any security interest, lien, charge, pledge, encumbrance, mortgage, title retention agreement, easement, encroachment, right-of-way, restrictive covenant, licence, lease, tenancy, agreement, or any other claim of any nature of kind, whether financial or otherwise;
- (o) **"Hazardous Substances"** means any contaminant, pollutant, dangerous substance, potentially dangerous substance, noxious substance, toxic substance, hazardous waste, flammable material, explosive material, radioactive material, urea formaldehyde foam insulation, asbestos, radon, methane gas, polychlorinated

biphenyls ("PCB's") and any other substances or materials declared or defined to be hazardous, toxic, a contaminant, or a pollutant in or pursuant to any applicable federal, provincial or municipal statutes, by-laws, regulations, codes or orders;

- (p) "hereof", "hereto", "hereunder" or similar expressions mean this Agreement and, where relevant, the particular Article, Section, Subsection or Paragraph of this Agreement;
- (q) "Lands" means the lands more particularly described in Schedule "A" hereto, together with all easements, rights of way and other rights appurtenant to or affecting the Lands;
- (r) "Leases" means any and all leases, agreements to lease, offers to lease, letters of intent to lease, licences, concessions and rights to use and occupy, the whole or any part of the Property in each case for the time being in effect, and all revisions, alterations, modifications, amendments, changes, extensions, renewals, replacements or substitutions thereof or thereto which may hereafter be effected or entered into; and "Lease" means any one of the Leases;
- (s) "Permitted Encumbrances" in respect of any property any one or more of the following:
 - (i) restrictions, easements, rights of way, servitudes or other similar rights in land (including, without restriction, rights of way and servitudes for railways, sewers, drains, gas and oil pipelines, gas and water mains, electric light and power and telephone or telegraph or cable television conduits, poles, wires and cables) granted to or reserved by other persons which individually or in the aggregate do not materially impair the usefulness, in the operation of the business of the owner of such property, of the property subject to such restrictions, easements, rights of way, servitudes or other similar rights in land granted to or reserved by other persons, or which do not either individually or in the aggregate materially detract from the value of the property concerned;
 - (ii) the right reserved to or vested in any municipality or governmental or other public authority by the terms of any lease, license, franchise, grant, or permit acquired by the owner of such property or by any statutory provision, to terminate any such lease, license, franchise, grant, or permit, or to require annual or other payments as a condition of the continuance thereof;
 - (iii) security given to a public utility or any municipality or governmental or other public authority when required by such utility or other authority in

connection with the operations of the owner of such property all in the ordinary course of its business;

- (iv) the reservations, limitations, provisos, and conditions, if any, expressed in any original grants of land which do not materially detract from the value of the property concerned or materially impair its use in the operation of the business of the owner of such property;
 - (v) any encumbrance in favor of or relating to the Purchaser; and,
 - (vi) those liens and encumbrances described in Schedule "B" hereto.
- (t) **"Person"** means an individual, partnership, limited partnership, corporation, trust or unincorporated organization, a government or agency or political subdivision thereof or any combination of the foregoing;
- (u) **"Personal Property"** means all personal property relating to, arising from, necessary for or used in connection with the Property, wherever located, including without limitation, all Plans, all Rights, all Systems, all electric light fixtures and fittings, floor coverings, all information contained in the computer system of the Vendor relating to the Property; all chattel paper, goodwill, patents, trademarks, trade names, copyrights and other intangible property relating to, arising from or in connection with the Property; and all permits, warranties, bonds, security or letters of credit in favour of the Vendor or delivered to the City arising from or in connection with the Property or any of the above listed property, but excluding any of the foregoing belonging to Tenants;
- (v) **"Place of Closing"** means the offices of Purchaser's Solicitor;
- (w) **"Plans"** means all plans (architectural, structural, mechanical, electrical, and otherwise), specifications, drawings, studies, budgets, reports, soils or other tests, archaeological reports, studies and assessments, environmental reports and tests, environmental site assessments, surveys, design plans, sketches and development and servicing plans pertaining to the Property and the development and servicing thereof and construction thereon;
- (x) **"Project"** means the Lands and the improvements to be constructed thereon pursuant to the terms hereof;
- (y) **"Property"** means the Building and the Lands;
- (z) **"Purchase Price"** has the meaning ascribed thereto in Section 2.02 hereof;

- (aa) **"Purchaser"** means 102195366 Saskatchewan Ltd., a corporation incorporated under the laws of the Province of Saskatchewan;
- (bb) **"Purchaser's Solicitors"** means Burgess Law Professional Corporation, or such other firm of solicitors appointed by the Purchaser;
- (cc) **"Requisition Date"** has the meaning ascribed thereto in Section 7.01 hereof;
- (ii) **"Rights"** means any and all: (i) rights which the Vendor may have at law, in equity or by agreement, to collect or receive any monies from other land owners, as a reimbursement or payment for services installed or to be installed by the Vendor, which also benefit such other land owner; (ii) fees, levies, imposts, development charges and education development charges of every nature and kind that have been secured by letters of credit or other form of security or paid to any municipal, provincial or federal government or any Authority, by the Vendor or its predecessors in title;
- (dd) **"Schedule"** shall mean the Schedule or Schedules attached hereto and forming part of this Agreement;
- (ee) **"Services"** means all usual municipal, regional, public, and quasi-public services, and utility systems, including without limitation, storm and sanitary sewers, water service, hydro, telephone, gas and other utility services, and such other services as may be required in connection with the construction, operation, and use of the Property;
- (ff) **"Systems"** means the systems and services, on, under or within the Property, including without limitation the storm and sanitary sewers, the waste, hydro, gas and telephone systems, and the mechanical and electrical systems for the Property, which mechanical and electrical systems include without limitation the heating, ventilating, air conditioning, electrical, sprinkler, drainage, fire and burglar alarm and protection systems;
- (gg) **"Tenant"** means any Person who is a party to a Lease and who has any right of use or occupancy whether as tenant, licensee, or concessionaire under a Lease, and **"Tenants"** means all such Persons;
- (hh) **"Time of Closing"** means 2:00pm local time in the City of Saskatoon, in the province of Saskatchewan, on the Closing Date;
- (ii) **"Vendor"** means 102056994 Saskatchewan Ltd., a corporation incorporated under the laws of the Province of Saskatchewan;

(jj) "Vendor's Solicitors" means Robertson Stromberg LLP, or such other firm of solicitors appointed by the Vendor;

(kk) "Work Orders" means any work orders, notices, directives, deficiency notices, active files, orders to comply, control orders, stop orders, orders, deficiency lists, notices on file, violations, contraventions, or other requirements whatsoever issued with respect to the Property by any Authority or any board of fire underwriters or any other relevant body or agency having jurisdiction over or in connection with the Property.

Section 1.02 Articles, Sections and Headings. The division of this Agreement into Articles, Sections, Subsections and Paragraphs and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof.

Section 1.03 Time. Time shall be of the essence of this Agreement and no extension or waiver of any time period set out herein shall operate as or be deemed to be a waiver of this provision.

Section 1.04 Applicable Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Saskatchewan and the laws of Canada applicable therein. Any reference in this Agreement to any statute or any section thereof, shall, unless otherwise expressly stated, be deemed to be a reference to such statute or section as amended, restated, or re-enacted from time to time.

Section 1.05 Currency. All amounts of money referred to in this Agreement shall be in Canadian dollars.

Section 1.06 Entire Agreement. This Agreement shall constitute the entire agreement between the parties hereto with respect to all of the matters referred to herein and supersedes all prior written and oral agreements, warranties, representations, covenants, letters, and negotiations with respect thereto.

Section 1.07 Amendment. This Agreement shall not be amended or modified except by agreement in writing signed by all of the parties hereto.

Section 1.08 Non-Merger. All agreements, covenants, representations, and warranties of the Vendor made herein or in any certificate or other document delivered by or on behalf of the Vendor with respect to this Agreement or the transactions contemplated hereby shall survive the execution of this Agreement and the closing of the transaction contemplated hereby and the delivery of any transfer in connection therewith and shall continue in full force and effect thereafter for the benefit of the Purchaser. The Vendor shall execute and deliver a non-merger agreement on Closing.

Section 1.09 Invalidity. If any covenant, obligation or agreement in this Agreement or part thereof or the application thereof to any person or circumstance shall, to any extent, be invalid

or unenforceable, the remainder of this Agreement or the application of such covenant, obligation and agreement in this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

Section 1.10 Recitals. The parties hereto agree that the recitals contained in this Agreement are true and correct and shall form part of this Agreement as if set out at length herein.

Section 1.11 Gender and Number. In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.

Section 1.12 Waiver of Rights. Any waiver of, or consent to depart from, the requirements of any provision of this Agreement shall be effective only if it is in writing and signed by the party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any party to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.

Section 1.13 Successors and Assigns. All of the provisions of this Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns.

Section 1.14 Closing Date. The Closing shall be on the 15th day of August (the "Closing Date"), or on such other date as the parties may agree in writing.

Section 1.15 Schedules. The Schedules annexed to this Agreement form a part hereof and are enumerated as follows:

Schedule "A" – Legal Description of Property
Schedule "B" – Permitted Encumbrances.

ARTICLE 2

PURCHASE AND SALE OF THE PROPERTY

Section 2.01 Purchase and Sale. Subject to the terms and conditions of this Agreement, at the Time of Closing, the Vendor agrees to sell, transfer, and assign to the Purchaser (or such other entity affiliated with the Purchaser, at the sole discretion of the Purchaser), and the Purchaser (either as itself or through one of its affiliates) agrees to purchase from the Vendor, the Property.

Section 2.02 Purchase Price. The purchase price ("Purchase Price") shall be the sum of FOUR MILLION AND TWENTY-FIVE THOUSAND DOLLARS (\$4,025,000.00) of lawful money of Canada. The Purchaser agrees to pay the Purchase Price to the Vendor by bank draft, certified cheque, or solicitor's trust cheque on Closing, subject to the usual adjustments and those adjustments described in this Agreement.

Section 2.03 Adjustments. The Vendor and the Purchaser shall adjust as of Closing, on account of the following items:

- (a) realty taxes affecting the Property;
- (b) utilities and fuel accounts;
- (c) all rentals, revenues, prepaid rents, security deposits and recoveries paid or payable pursuant to any Leases; and,
- (d) any proceeds of insurance on account of damage to the Property occurring on or after the date of this Agreement and not applied as of the Closing on account of the cost of repair;

(collectively the "Adjustments") to the extent that the Purchaser shall be credited with and shall be entitled to incomings received or receivable in respect of that period commencing as of the Closing Date and shall be responsible for and shall be debited with and shall pay all outgoings paid or payable thereafter. There shall be no adjustment for arrears of rentals or other recoveries. The Vendor agrees to pay or endorse over to the Purchaser forthwith upon receipt, any rentals or recoveries received by the Vendor after Closing, except for rentals or receivables accruing up to Closing. Local improvement rates, charges and assessments shall not be adjusted for, and the Vendor agrees that it shall commute and pre-pay any such local improvement rates, charges, and assessments, on or before Closing. The Vendor agrees to provide the statement of adjustments at least 5 Business Days prior to Closing.

Section 2.04 Use of Proceeds. Forthwith following the payment of the Purchase Price from the Purchaser to the Vendor as contemplated herein, the Vendor covenants and agrees to use such monies first to pay out, settle, and discharge the mortgages, assignments of rents, and any other liens, encumbrances, or registrations against title to the Property, other than the Permitted Encumbrances set out in Schedule "B". Furthermore, the Vendor covenants and agrees to direct and use all of the net proceeds from the sale of the Property to fund the operations of the business of the Vendor and its subsidiaries, and in no event shall the Vendor pay, or allow to be paid, any monies from the Purchase Price as dividends, bonuses, shareholder loans or any other form of remuneration, compensation, or financial assistance to any of the Vendor's shareholders, directors, or officers.

ARTICLE 3 **DELIVERIES**

Section 3.01 Deliveries. Within seven (7) days following the Effective Date, the Vendor shall deliver to the Purchaser:

- (a) copies of the previous three (3) year's realty tax assessments and tax bills relating to the Property;

(b) executed authorizations of the Vendor:

- (i) directed to all Authorities designated by the Purchaser, including but not limited to the building, health and fire departments of the City and other relevant governmental authorities allowing inspections of the Property by such Authorities, allowing the release of details of any Work Orders to the Purchaser or its solicitors and further allowing the release of any other information pertaining to the Property, requested by the Purchaser, to the Purchaser and its solicitors; and
- (ii) directed to all other Persons allowing the Purchaser to deal directly with any such Persons, and further allowing the Purchaser access to and inspections of any matter or thing relating to the Property;

(c) copies of the Plans and Rights, if available;

(d) a current original survey of the Property prepared by a Saskatchewan Land Surveyor licensed to practice in the Province of Saskatchewan, if available; and

(e) copies of Leases and a schedule showing relevant information relating to the Leases, including without limitation the area of the leased premises, name of Tenant, base rent, expiry date and option to renew (if any) and option to purchase (if any);

(all of the aforesaid deliveries to be made pursuant to Section 3.01 are called the "Documents").

ARTICLE 4
REPRESENTATIONS AND WARRANTIES

Section 4.01 Representations and Warranties of the Vendor. The Vendor represents and warrants to the Purchaser and hereby acknowledges and confirms that the Purchaser is relying on such representations and warranties in connection with the purchase by it of the Property, that:

- (a) Title.** The Vendor is the registered and sole beneficial owner of the Property with good and marketable title thereto, in fee simple, and on Closing the Property will be free and clear of any Encumbrance whatsoever except the Permitted Encumbrances;
- (b) Disclosure.** Neither this Agreement, the Documents nor any other documents or statements referred to in this Agreement nor any written statement, schedule, documentation, or certificate furnished or to be furnished to the Purchaser by the Vendor and in connection with the transaction contemplated by this Agreement contains any untrue statements in any respect or omits to state a material fact;

- (c) **Residency.** The Vendor is not and does not intend to become a non-resident of Canada for the purposes of s. 116 of the *Income Tax Act*, R.S.C. 1985, (5th Supp.) c. 1;
- (d) **Expropriation.** No notice has been received by the Vendor, its agents or employees relating to any threatened or impending condemnation or expropriation affecting the Property;
- (e) **No Other Agreements.** No other Person, other than the Purchaser, has any written or oral agreement, option, understanding or commitment for the purchase from the Vendor of any interest in the Property or any part thereof and the Vendor has full right, power, and authority to enter into this Agreement;
- (f) **Employees.** There are no employees whose employment is to be assumed by the Purchaser with respect to the Property and the Vendor shall indemnify and save harmless the Purchaser from and against all costs, expenses, suits, liabilities, and actions arising from or in connection with any employee of the Vendor whose employment is not assumed by the Purchaser. The Vendor further covenants to terminate the employment of all of its employees who are employed in relation to the Property, as of Closing;
- (g) **Access.** There now exists free and uninterrupted egress and ingress from and to the Lands to a public highway or highways;
- (h) **Litigation.** There are no actions, suits or proceedings pending or, to the knowledge of the Vendor, threatened against or affecting the Vendor at law or in equity, or before any federal, provincial, municipal or other governmental department, commission, board, bureau, agency or agencies, which, if successful, would materially adversely affect the value of the Property or the ability of the Vendor to sell any of the Property to the Purchaser in accordance with the terms hereof;
- (i) **Work Orders.** There are no outstanding Work Orders of any kind or nature whatsoever nor any circumstances existing which would give rise to a Work Order. If any such Work Orders do exist, then the Vendor shall comply with and rectify such Work Orders to the satisfaction of the relevant Authority, at the Vendor's sole cost and expense, on or before Closing, and provide the Purchaser with satisfactory evidence of such rectification;
- (j) **Services.** The Property is directly and adequately served by all necessary or desirable Services, complying with all existing statutes, by-laws, ordinances, rules or regulations of any Authority, and the connections to the Services are in a good state of repair and free from any defects; the Services are permanent, functional, operational, and paid for (and not charged as a local improvement);

- (k) **Development Charges.** There is no payment due and owing which has not been paid for by the Vendor or its predecessors in title with respect to any development charges, education development charges or other capital or municipal contributions, charges or assessments, local improvement charges, rates or levies, or any park or other public recreational charges or levies or any land dedication in lieu thereof, all of which shall be prepaid and commuted by the Vendor;

(l) **Environmental Matters**

- (i) There has not been placed or deposited upon or in the Property any Hazardous Substance;
- (ii) No use has been made of the Property for the disposal of waste;
- (iii) The Property is not contaminated by any Hazardous Substances;
- (iv) The Vendor has no notice of any existing, pending or threatened action or proceeding, or threatened action or proceeding arising out of the condition of the Property or the violation of any environmental, health or safety statutes, regulations, by-laws, or rules of any Authority; and,
- (v) The Vendor has now made full disclosure in writing to the Purchaser of all facts with respect to environmental conditions pertaining to the Property and such disclosure states that there are not any environmental conditions which in any way may affect or impede the future use or development of the Property or result in the imposition of any legal obligation on the Purchaser to prevent, ameliorate, or eliminate adverse environmental effects or to restore the natural environment. The Vendor further represents and warrants to the Purchaser that no facts exist which would breach the aforesaid representation, warranty, and disclosure and that the Vendor agrees to deliver on the Closing Date an affidavit of an officer of the Vendor confirming that the foregoing representations and warranties contained in this Section 4.01(1) are true and correct as of the Closing Date; and

- (m) **Leases.** The Property has been leased to the existing Tenants pursuant to their particular Leases, certain particulars of which are correctly set out in the lease schedule to be provided pursuant to Section 3.01(e) hereof and that:

- (i) the existing Tenants are in possession and occupation of the premises demised to them and are paying rent in accordance with the provisions of their respective Leases and there are no arrears of rental except as disclosed to the Purchaser in writing during the Approval Period;

- (ii) there shall be no prepaid rent or last month's rent outstanding except as disclosed and adjusted for on the statement of adjustments;
 - (iii) the Leases, copies of which have been received by the Purchaser pursuant to Section 3.01 hereof are all of the Leases in effect and such Leases contain the entire agreement between the Vendor as landlord and the respective Tenants relative to the premises demised thereunder and neither the Vendor nor the Tenants are in default of their respective obligations contained in their Leases and same are in full force and effect in accordance with their terms and are in good standing;
 - (iv) the Vendor has not received written notice from any Tenant alleging any default pursuant to the provisions of its Lease or alleging that the landlord is in default due to the non-repair of such Tenant's premises, which to the Vendor's knowledge it has not attended to;
 - (v) no written notice has been received by the Vendor from any Tenant alleging default by the Vendor in the performance of its obligations as landlord or alleging any defect in the condition or state of repair or state of completion of its premises which notice has not been complied with by the Vendor to the said Tenant's satisfaction; and
 - (vi) the Vendor has the right to receive the rents payable under the Leases free from Encumbrances and there have been no claims, set offs or defences against any of the Tenant's obligations to pay rent or any item of additional or percentage rent and no Tenant has claimed or is entitled to claim any such set offs or defences;
- (n) Corporate Authority
- (i) the Vendor is duly incorporated and organized and is a valid and subsisting corporation under the laws of its incorporating jurisdiction and has full corporate power and authority to own its properties and assets and to carry on its business;
 - (ii) the Vendor has full corporate power and capacity to enter into this Agreement and all documents executed and delivered by it pursuant to this Agreement and to do all acts and things as are required or contemplated hereunder or thereunder;
 - (iii) the Vendor has taken all necessary corporate action to authorize the execution, delivery, and performance of this Agreement;

- (iv) this Agreement has been duly authorized, executed and delivered by the Vendor; and
- (v) none of the execution, delivery, or performance of this Agreement or of any document executed and delivered by the Vendor pursuant to this Agreement will contravene, breach, or result in any default under the articles or by-laws of the Vendor or under any agreement, instrument, licence, permit or law to which it is a party or is bound or subject; and
- (o) **Contraventions.** The Vendor has not contravened and no notice of contravention has been received by the Vendor, of any statute, by-law, ordinance, rule or regulation of any Authority, arising from the current occupancy or use of the Property or the location, size, configuration, state of repair, design or construction of or defects in the Property or on account of the materials of which it is built or the quantity, concentration or type of emission, deposit, issuance or discharge from any part of the Property or otherwise in connection with the Property.

Section 4.02 Representations and Warranties of the Purchaser. The Purchaser represents and warrants to the Vendor and hereby acknowledges and confirms that the Vendor is relying on such representations and warranties in connection with the sale by it of the Property, that:

- (a) **Corporate Authority.** The Purchaser is duly incorporated and organized and is a valid and subsisting corporation under the laws of its incorporating jurisdiction and has full corporate power and authority to perform the obligations of the Purchaser contemplated by this Agreement.

ARTICLE 5 **COVENANTS**

Section 5.01 Covenants of the Vendor. The Vendor covenants and agrees with the Purchaser that:

- (a) **No Agreements.** As of and from the Effective Date, the Vendor shall not enter into any contracts or agreements affecting the Property, nor shall it enter into any leases or offers to lease, without the written consent of the Purchaser;
- (b) **Discharges.** Within a reasonable period following the Closing Date, the Vendor shall discharge or cause to be released, any and all mortgages, charges, security interests, debentures, and other registrations against the Property save and except for the Permitted Encumbrances and the Vendor shall furthermore pay all realty taxes, rates and assessments relating to the Property. Pursuant to trust conditions agreed upon by the Purchaser's Solicitors and the Seller's Solicitors, the Seller shall be entitled, following the Closing Date, to obtain the discharge of any Encumbrances that are not Permitted Encumbrances using the Purchase Price;

- (c) **Corporate Action.** The Vendor will have taken on or before Closing all necessary corporate action to authorize the execution, delivery and performance of all documents executed and delivered by it pursuant to this Agreement and all such documents will have been duly authorized, executed and delivered by the Vendor on or before Closing;
- (d) **Work Orders.** As of Closing there will be no Work Orders nor any circumstances existing which would give rise to a Work Order but if any Work Orders do exist, with respect to the Property, then the Vendor shall comply with and rectify such Work Orders to the satisfaction of the relevant Authority, at the Vendor's sole cost and expense on or before Closing and provide the Purchaser with satisfactory evidence of such rectification;
- (e) **Construction Liens.** As of Closing, all accounts owing for work, labour, materials, services, and equipment in respect of or relating to the Property shall have been fully paid for, and the Vendor is not aware of any person, firm, corporation, or contractor who claims or may be entitled to claim a lien under *The Builders' Lien Act*, S.S. 1984-85-86, c. B-7.1 or any similar legislation;
- (f) **Disclosure.** The Vendor shall comply with the Purchaser's reasonable disclosure requests in connection with the Property and in pursuance thereof covenants and agrees to continue as and from the Effective Date, to produce and disclose to the Purchaser such material documents, agreements, instruments, items, correspondence, and records relating to or affecting the Property in the Vendor's possession;
- (g) **Not to Further Encumber.** As and from the Effective Date, the Vendor shall not further transfer, assign, convey or otherwise, in any way whatsoever, deal with the Property or any part thereof including without limitation enter into any leases, offers to lease or agreements to lease, nor mortgage, charge or encumber the Property nor shall it allow, suffer or permit any Encumbrance to arise or to attach to or be registered against the Property, all without the Purchaser's prior written consent thereto;
- (h) **Leases.** As of Closing, all Tenant inducements and leasehold improvement costs and charges payable or required to be paid by the Vendor, Tenant allowances and incentives, Tenants' leasehold construction required to be performed by the Vendor and all real estate commissions payable in respect of the Leases and options thereto whether payable before or after Closing, have been paid, or if not paid are the responsibility of the Vendor and shall be adjusted for on the statement of adjustments; and
- (i) **Representations and Warranties.** Each of the representations and warranties of the Vendor made pursuant to this Agreement shall be true and correct and complied with fully in all respects at Closing.

ARTICLE 6 CONDITIONS

Section 6.01 Closing. The closing of the transaction contemplated hereby shall take place at the Time of Closing and at the Place of Closing.

Section 6.02 Conditions for the Benefit of the Purchaser. The obligation of the Purchaser to complete the purchase of the Property pursuant to this Agreement is subject to the satisfaction of, or compliance with, at or prior to the Time of Closing, each of the following conditions (each of which is acknowledged to be for the exclusive benefit of the Purchaser):

- (a) **Accuracy of Representations of Vendor, and Compliance with Covenants.** The representations and warranties of the Vendor made in or pursuant to this Agreement shall be true and correct in all material respects at the Time of Closing with the same force and effect as if made at and as of the Time of Closing, the covenants contained in this Agreement to be performed by the Vendor at or prior to the Time of Closing shall have been performed, the Vendor shall not be in material breach of any agreement on its part contained in the Agreement, and the Purchaser shall have received a certificate of the Vendor confirming the foregoing, in each case in form and substance satisfactory to the Purchaser acting reasonably.
- (b) **No Adverse Legislation.** No legislation (whether by statute, regulation, order-in-council, notice of ways and means motion, by-law or otherwise) shall have been enacted, introduced, or tabled which, in the opinion of the Purchaser, materially adversely affects or may materially adversely affect the Property.
- (c) **No Action to Restrain.** No action or proceeding shall be pending or threatened by any Person to restrain or prohibit the purchase and sale of the Property upon the terms and condition hereunder or to prevent or restrict the use of enjoyment of any of the Property by the Purchaser.
- (d) **Financing.** The Purchaser shall have received financing for a portion of the Purchase Price on terms and conditions acceptable to the Purchaser, in its sole discretion, prior to the Closing Date.

If any of the conditions contained in this Section 6.02, shall not be fulfilled, or performed at or prior to the Time of Closing, the Purchaser may by notice to the Vendor, terminate this Agreement and the obligations of the Vendor and the Purchaser under this Agreement and neither party shall have any further liability to the other. The Purchaser may waive any condition herein in whole or in part and may proceed to complete the within transaction.

Section 6.03 Conditions for Benefit of Vendor. The obligation of the Vendor to complete the sale of the Property hereunder is subject to the satisfaction of, or compliance with, at or before the Time of Closing, each of the following conditions (each of which is acknowledged to be for the exclusive benefit of the Vendor):

- (a) **Accuracy of Representations of Purchaser and Compliance with Covenants.** The representations and warranties of the Purchaser made in or pursuant to this Agreement shall be true and correct in all material respects at the Time of Closing with the same force as if made at and as of the Time of Closing; the covenants contained in this Agreement to be performed by the Purchaser at or prior to the Time of Closing shall have been performed; the Purchaser shall not be in material breach of any agreement on its part contained in this Agreement; and the Vendor shall have received a certificate of the Purchaser confirming the foregoing, in each case in form and substance satisfactory to the Vendor acting reasonably.
- (b) **Closing Documents and Proceedings.** All documents relating to the due authorization and completion of the transaction contemplated herein, and all actions and proceedings taken at or prior to the Time of Closing in connection with the performance by the Purchaser of the Purchaser's obligations under this Agreement shall be satisfactory to the Vendor acting reasonably and the Vendor shall have received copies of all such documents and evidence that all such actions and proceedings have been taken as it may reasonably request in form and substance satisfactory to the Vendor acting reasonably.
- (c) **No Action to Restrain.** No action or proceeding shall be pending or threatened by any Person to restrain or prohibit the purchase and sale of the Property upon the terms and conditions hereunder or to prevent or restrict the use or enjoyment of any of the Property by the Purchaser.
- (d) **Purchase Price.** The Purchase shall have paid or caused to be paid the Purchase Price in accordance with Section 2.02.

If any of the conditions contained in this Section 6.03 shall not be fulfilled or performed at or prior to the Time of Closing to the satisfaction of the Vendor, the Vendor may by notice to the Purchaser, terminate this Agreement and the obligations of the Vendor and the Purchaser under this Agreement, and neither party shall have any further liability to the other. The Vendor may waive any condition herein in whole or in part and may proceed to complete the within transaction.

ARTICLE 7
TITLE REGISTRATION

Section 7.01 Title Search. Title to the Property is to be examined by the Purchaser at its own expense and the Purchaser is not to call for the production of any title deed, abstract of title, proof, or evidence of title other than as provided herein. The Purchaser is to be allowed until two (2) days prior to Closing (the "Requisition Date") to examine the title to the Property at its own expense, to confirm that the Vendor is the owner of Property, in fee simple absolute, with good and marketable title free and clear of any Encumbrance whatsoever except the Permitted Encumbrances. If within that time the Purchaser shall furnish the Vendor or its solicitors in writing with any valid objection to the title to the Property, which the Vendor shall be unable to remove or correct and which the Purchaser will not waive, this Agreement may at the option of the Purchaser and notwithstanding any intermediate acts or negotiations be terminated and thereby rendered null and void and upon any such termination the Purchaser shall not be liable for any costs or damages or other liabilities in connection with this Agreement. Save as to any valid objections so made within such time or any objection going to the root of title or any objection to title to the Property arising after the Purchaser's solicitors conduct their searches, provided such searches are conducted prior to the Requisition Date, the Purchaser shall be conclusively deemed to have accepted the title of the Vendor to the Property.

ARTICLE 8
CLOSING DOCUMENTATION

Section 8.01 Vendor Closing Documentation. On the Closing Date, the Vendor covenants and agrees to deliver to the Purchaser, in addition to any other closing documentation and deliveries which may be required pursuant to this Agreement, the following:

- (a) a transfer of the Property in registrable form and such other documents required by Saskatchewan's Land Titles Registry in order to effect the transfer of title from the Vendor to the Purchaser;
- (b) evidence satisfactory to the Purchaser's solicitor that the Vendor has complied with all corporate requirements and all contractual requirements necessary to authorize the sale by the Vendor of the Property and the closing of the transaction arising from this Agreement;
- (c) a certificate and affirmation from the Vendor that all warranties and representations made by it in this Agreement are true and correct, as at Closing and to further provide a non-merger agreement in connection with same;
- (d) an undertaking by the Vendor to readjust any errors, omissions, or changes in the Adjustments (the Purchaser shall deliver a corresponding undertaking to the Vendor);

- (e) vacant possession of the Property, subject to the Leases;
- (f) original copies of the Leases, Plans, and other Documents;
- (g) an assignment or assignments to the Purchaser of the Vendor's interest in the Leases (and of all rents accruing due thereunder from and after the Closing Date), which assignment or assignments shall contain a covenant from the Vendor to indemnify and save harmless the Purchaser from and against all actions, suits, costs, liabilities, charges, demands, and expenses arising as a result of any default on the part of the Vendor pursuant to the Leases prior to the Closing Date;
- (h) all duplicate keys and master keys (if available) to all units and facilities on the Property; and,
- (i) Such other documents as may be considered necessary or desirable by the Purchaser's counsel, acting reasonably, to complete the transactions contemplated herein.

Section 8.01 Purchaser Closing Documentation. On the Closing Date, the Purchaser covenants and agrees to deliver to the Vendor, in addition to any other closing documentation and deliveries which may be required pursuant to this Agreement, the following:

- (a) an undertaking by the Purchaser to readjust any errors, omissions, or changes in the Adjustments (the Vendor shall deliver a corresponding undertaking to the Purchaser);
- (b) the Purchase Price.

ARTICLE 9

GOODS AND SERVICES TAX

Section 9.01 GST. The Purchaser covenants and agrees that:

- (a) the Purchaser shall be registered under the *Excise Tax Act*, R.S.C. , 1985, c. E-15 ("Act") for the collection and remittance of the Goods and Services Tax ("GST"); and
- (b) the Purchaser shall be liable for, shall self-assess and remit to the appropriate Authority all GST which is payable under the Act in connection with the transfer of the Property made pursuant to this Agreement, all in accordance with the Act;
- (c) the Vendor shall not collect GST on Closing and shall allow the Purchaser to self-assess and remit GST in accordance with the Act;

- (d) the Purchaser shall indemnify and save harmless the Vendor from and against any and all GST, penalties, costs, and interest which may become payable by or assessed against the Vendor as a result of any inaccuracy, mistake or misrepresentation made by the Purchaser on the Closing Date in connection with any matter raised in this Section or contained in declaration referred to herein; and
- (e) the Purchaser shall deliver on Closing a GST certificate and Indemnity, in the form and with such content so as to be to the satisfaction of both the Vendor and the Purchaser, as well as each of their respective solicitors.

ARTICLE 10 **GENERAL PROVISIONS**

Section 10.01 Risk. Until Closing, the Property shall be and remain at the risk of the Vendor. In the event of damage prior to Closing which is reasonably likely to cost more than one hundred thousand dollars (\$100,000.00) to repair, the Purchaser shall have the right to elect to take the proceeds of any insurance and complete the purchase, or to terminate this Agreement and be relieved of all liability pursuant to this Agreement. Within ten (10) Business Days of receiving written notice from the Vendor of such damage, the Purchaser shall give the Vendor written notice of which election it chooses and in the event the Purchaser fails to give such notice to the Vendor within such time period the Purchaser shall be deemed to have elected to take the proceeds of any insurance and complete the purchase. The Vendor covenants and agrees to give to the Purchaser any information in its possession or of which it is aware relating to any negotiations the Vendor is undertaking with its insurers relating to such damage. In the event of lesser damage, the Purchaser shall complete the transaction and be entitled to the insurance proceeds.

Section 10.03 Notice. Any notice, statement, document, or other communication required to be given to any party or parties pursuant to the provisions of this Agreement shall be sufficiently given if such notice, statement, document, or other communication is in writing and is delivered to such party or parties or sent by prepaid registered mail or by facsimile transmission addressed to such other party or parties as follows:

To the Vendor:

602 48 St E
Saskatoon, Saskatchewan
S7K 6K4,

-and-

1201-409 3rd Ave S
Saskatoon, Saskatchewan
S7K 3H2,

-and-

with a copy by email to: slongmuir@threeosix.ca,

-and-

with a copy by email (which shall not constitute notice) to: mk.anderson@rslaw.com,
and t.kusch@rslaw.com, and m.conlon@rslaw.com

To the Purchaser:

201-728 Spadina Cr E
Saskatoon, Saskatchewan
S7K 3H2

-and-

with a copy by email to: bradd@brdlp.ca,

-and-

with a copy by email (which shall not constitute notice) to: jeff@burgesslawsk.com.

or to such other address within the Province of Saskatchewan for such party or parties as any of them may give to the other in writing from time to time and any such notice, statement, document or other communication shall be deemed to have been received by such other party when delivered to it or transmitted by facsimile to it, or if mailed as aforesaid on the third Business Day following the day on which it was mailed, provided that in the event that at the time that any notice, statement, document or other communication is desired to be given by any party, the post office is on strike or if postal delivery is interrupted, such notice, statement, document or other communication shall be delivered or transmitted by facsimile and the provisions with respect to notice by registered mail shall not be applicable.

Section 10.04 Collateral Agreements. It is agreed that there is no representation or warranty, collateral agreement or condition affecting this Agreement or the Property or supported thereby other than as expressed herein in writing.

Section 10.05 Rights of Rescission Cumulative. For greater certainty, it is expressly understood and agreed that any rights of rescission or termination of the Purchaser under this Agreement are cumulative and are in addition to and not in substitution for any such rights provided by law.

Section 10.06 Assignment. The Purchaser shall be entitled to assign its rights and obligations under this Agreement to any other Person which assignment shall operate to release the

Purchaser from all liabilities and obligations under this Agreement, and the assignee shall thereafter be deemed for all purposes to have been the Purchaser named herein and shall have the full right to enforce this Agreement as if it were the Purchaser named herein.

Section 10.08 Calculating Time Periods. When calculating any period of time within which, or failing which, any act is to be done, or any steps are to be taken pursuant to the provisions of this Agreement, the day which is the reference date in computing such period of time shall be excluded from the calculation. When computing or calculating a particular time period pursuant to this Agreement, whenever the last day of such period would fall on a Saturday, Sunday, statutory holiday or civic holiday, such last day shall then be deemed to end on the next succeeding Business Day.

Section 10.09 Commission. The Vendor agrees to indemnify the Purchaser and hold it harmless in respect of any claim for brokerage or other commissions relative to this agreement or the transactions contemplated hereby which is caused by actions of the Vendor. The Purchaser shall indemnify the Vendor and hold it harmless in respect of any claim for brokerage or other commissions relative to this agreement or to the transactions contemplated hereby which is caused by actions of the Purchaser.

Section 10.10 Counterparts. This Agreement may be executed in counterparts and when each party has executed a counterpart, each of such counterparts shall be deemed to be an original and all of such counterparts, when taken together, shall constitute one and the same agreement. This Agreement may also be executed by facsimile or electronic mail and in counterparts as hereinbefore provided. Notwithstanding the execution of this Agreement by facsimile or electronic mail copies, both parties shall thereafter proceed in a diligent manner to execute and deliver to the other original copies of this Agreement which, upon execution and delivery to the other, shall constitute a binding agreement of purchase and sale between the parties and shall supersede any previously executed facsimile or electronic mail copies.

Section 10.11 General. The solicitors acting for the Vendor or the Purchaser are hereby authorized on behalf of their respective clients, to give or receive any monies, notices, approvals, waivers, or other documentation in connection with the transaction contemplated by this Agreement. Any monies payable or tendered hereunder shall be by negotiable cheque certified by a Canadian Chartered Bank. Any tender of documents or monies herein may be made upon the Vendor or the Purchaser or their respective solicitors on the Closing Date. Preparation of Closing documentation and payment of registration fees relating to this transaction shall be in accordance with the normal practice in the City of Saskatoon. The Purchaser shall pay when due all applicable land transfer taxes.

[signature page to the Agreement of Purchase and Sale to follow]

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

102056994 SASKATCHEWAN LTD.

Per: Scott Longmuir
Name: Scott Longmuir
Title: President
I have the authority to bind the corporation.

102195366 SASKATCHEWAN LTD.

Per: Brad Darbyshire
Name: Brad Darbyshire
Title: President
I have the authority to bind the corporation.

[signature page to the Agreement of Purchase and Sale]

SCHEDULE "A"
DESCRIPTION OF THE PROPERTY

For the purposes of this Agreement, the Property shall consist of:

Surface Parcel 118988173

Reference Land Description: Lot 6 Blk/Par 635, Plan No. 79S22381, Extension 0, as described on Certificate of Title 81S35120.

-and-

Mineral Parcel 131619393

Reference Land Description: Lot 6 Blk/Par 635, Plan No. 79S22381, Extension 0, as described on Certificate of Title 81S35120.

-and-

Surface Parcel 203926158

Reference Land Description: Lot 11 Blk/Par 635, Plan No. 102377459, Extension 0.

SCHEDULE "B"
PERMITTED ENCUMBRANCES

1. CNV Easement, Interest Register #: 103269179.
2. Joint Use Utility Easement, Interest Register #: 125430320.
3. CNV Easement, Interest Register #: 103269214.

dealcloser
Certificate of Record

DOCUMENT DETAILS

Title Asset Purchase Agreement (102056894 Sask Ltd) v2 488-00007

Version 1

Row ID 8aac8244-11f8-458e-8523-8e74c0b71e8c

Completed at 2024-07-16T14:29:16Z UTC

PROJECT DETAILS

Project title Threesix Industries- Debt Restructuring

Project ID b54d0f6a-2287-4cc7-93b8-f7bed49081eb

Robertson Stromberg LLP File Number 65805.1

Date project created 2024-05-09T19:19:26Z UTC

Project created by Senam Dahi at Robertson Stromberg LLP

SIGNERS

Name	Type
Scott Longmuir (slongmuir@threesix.ca)	Trusted electronic signature

DOCUMENT AUDIT TRAIL

<u>Time</u>	<u>Description</u>
2024-07-12T21:48:38Z UTC	Senam Deth uploaded version 1 of Asset Purchase Agreement (102056894 Sask Ltd) v2 469-00007.
2024-07-12T21:53:00Z UTC	Senam Deth updated the row Asset Purchase Agreement (102056894 Sask Ltd) v2 469-00007.
2024-07-16T14:28:07Z UTC	Scott Longmuir viewed version 1 of Asset Purchase Agreement (102056894 Sask Ltd) v2 469-00007.
2024-07-16T14:28:17Z UTC	Scott Longmuir signed Asset Purchase Agreement (102056894 Sask Ltd) v2 469-00007 using DocuSigner

This is Exhibit 'U' referred to in the Affidavit of
Tyrone Rutzki sworn before me this 4th
day of September, 2025.

COMMERCIAL LEASE

THIS LEASE made as of the 29th day of October 2024,

BETWEEN:


PAUL E. FEDOROFF

Being a Solicitor in the Province of Saskatchewan

102195366 SASKATCHEWAN LTD.
(the "Landlord")

- and -

THREEOSIX INDUSTRIAL SERVICES INC.
(the "Tenant")

WHEREAS:

- A. the Landlord is the owner of certain lands (the "Lands") together a building thereon (the "Building" and the "Premises"), all of which are more particularly described by civic addresses and legal descriptions in Schedule "A" hereto; and
- B. the Landlord has agreed to lease to the Tenant the Lands and the Building on the terms and conditions hereinafter set forth.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and agreements hereinafter set forth the parties do hereby covenant and agree as follows:

1. PREMISES

(a) Grant of Lease

The Landlord does hereby demise and lease unto the Tenant the Lands specified in Schedule "A" hereto and the Building located thereon.

(b) Limits of Lease

The Premises does not comprise any air rights or other right, title or interest in any space above a height of ten (10) feet above the Building, save as required for installation of the Tenant's light fixtures, nor any right, title or interest in the subsurface or other area below the floor of the Premises.

(c) Area of Premises

The area of the Building shall be estimated by the Landlord and described specifically in Schedule "A" hereto. For the purposes of this Lease, or any part or parts thereof, the measurement or calculation of the rentable area of the Building shall be conclusively determined for the purposes of this Lease by measurement of the Landlord's architect, engineer, or quantity surveyor. In the

determination of the total area of the Premises, there shall be included columns, projections, interior construction supports, shafts, equipment and mechanical rooms. The total rentable area of the Building shall be equal to the sum of the areas of those parts of the Building located at or above grade designated by the Landlord to be used by the Tenant. Notwithstanding the foregoing, the Landlord and the Tenant hereby acknowledge that the area of the Building and the total rentable area of the Building is as specified in Schedule "A" hereto. The parties further acknowledge and agree that the total rentable area of the Building may, on written notice to the Tenant, be adjusted from time to time by the Landlord, acting reasonably, to reflect any structural, functional, or other change affecting the same, as well as any remeasurement or recalculation of the total area of the Building, and in such an event the rental area shall be increased accordingly. In no event, for the purposes of this Lease, shall the rental area be decreased for the purpose of the calculation of Rent.

(d) "As Is" Condition of the Lands and the Building

For the purposes of this Lease, there shall be no "Landlord's Work", "Tenant's Work", fixturing period, or construction period. The Lands and the Building shall be leased in their current condition on an "as is, where is" basis.

2. TERM

(a) Possession, Commencement and Termination

The term of the Lease (the "Term") shall be the number of years and months specified in Schedule "A" hereto, commencing on the date set out in Schedule "A" hereto (the "Commencement Date"). The Tenant shall be granted possession of the Premises on the date specified in Schedule "A" as the Possession Date.

(b) Fixturing Period

There shall be no fixturing period contemplated by this Lease or granted by the Landlord.

(c) Renewal

Provided the Tenant is not in default in the payment of the rent or in the performance or observance of any other covenant, obligation or agreement herein contained at the time of giving notice of renewal and at the end of the original term or of the then current renewal period, as the case may be, the Tenant shall have the right, by written notice given to the Landlord not less than 180 days prior to the expiration of the original term or the then current renewal period, as the case may be, to renew this Lease for the number of successive renewal periods (each a "Renewal Term") specified in Schedule "A" hereto, each such Renewal Term being for the period specified in Schedule "A" hereto.

Each such Renewal Term shall be subject to the same covenants, obligations and agreements and be upon the same terms and conditions as contained in this Lease except that:

- (i) there shall be no right of renewal beyond the last Renewal Term specified in Schedule "A";
- (ii) there shall be no fixturing period or rent-free period during any Renewal Term; and
- (iii) the Minimum Annual Rent for each Renewal Term shall be the greater of:
 - (1) the Minimum Annual Rent payable for the last year of the immediately preceding expired Term or Renewal Term; or
 - (2) the fair market rental for the Premises or premises of similar size, age, location, and use as at the commencement of the Renewal Term, having regard to permitted use under this Lease, but shall not include the value of the Tenant's leasehold improvements, trade fixtures, equipment or goodwill, and shall not include any tenant improvements or other similar allowances;

and failing agreement as to such Minimum Annual Rent by no later than 60 days prior to the expiration of the original Term or the previous Renewal Term, as the case may be (the "Negotiation Period"), the Minimum Annual Rent shall be determined by arbitration (with such arbitration to be completed no later than one (1) month prior to the first day of the renewal term) before one (1) arbitrator (the "Arbitrator") based on the criteria set out above and in accordance with the provisions of The Arbitration Act, 1992 (Saskatchewan). The Landlord and Tenant shall seek to agree on the Arbitrator, provided that if they have not agreed on an arbitrator within 15 days following the end of the Negotiation Period, either party may apply to the Court of King's Bench to have the Court appoint the Arbitrator. The Arbitrator shall have the power to obtain the assistance of such value or other experts as he or she may think fit and to act upon any expert assistance thus obtained. Unless otherwise determined by the Arbitrator, the costs of the arbitration shall be borne equally by the Landlord and the Tenant. In the event the Minimum Annual Rent for any Renewal Term has not been determined by the date upon which such rent is due, pending such determination the Tenant shall pay Minimum Annual Rent for the Renewal Term at the rate set out in this Lease for the last year of the original Term, or for the last year of the previous Renewal Term, as the case may be, with appropriate adjustments to be made upon such final determination. For further certainty, in no event shall the Minimum Annual Rent for the Renewal Term be less than the Minimum Annual Rent for the immediately preceding year of the expired Term or Renewal Term, as the case may be.

3. RENT

(a) Rent

The Tenant shall pay to the Landlord in each year of the term of this Lease those amounts specified in Schedule "B" ("**Minimum Annual Rent**"). In addition, the Tenant shall pay all additional charges payable by it hereunder including those set out in Article 4 of this Lease, all of which shall be deemed to be additional rent ("**Additional Rent**") and shall be recoverable by the Landlord by the remedies available to the Landlord for the recovery of rent in arrears. For the purposes of this Lease, the term "rent" or "Rent" shall be deemed to include both Minimum Annual Rent and Additional Rent.

(b) Place of Payment

The Tenant shall make all payments from time to time due herein without set off, compensation or deduction whatsoever to the Landlord at the address set forth in Schedule "A" hereto or to such other person or persons at such other place or places as the Landlord may from time to time designate in writing.

(c) Time of Payment

The Minimum Annual Rent shall be paid in 12 equal consecutive monthly instalments commencing on the Commencement Date and payable thereafter during the term of this Lease on the first day of each and every month. All payments of Minimum Annual Rent shall be made by the Tenant to the Landlord by way of Electronic Funds Transfer, provided however, at the request of the Landlord, the Tenant shall provide the Landlord with a series of 12 post-dated cheques to be deposited by the Landlord in payment of Minimum Annual Rent.

(d) Payment of Additional Rent

All Additional Rent shall be paid on or before the expiration of 15 days after receipt by the Tenant of a statement requesting payment from the Tenant of such additional charges or portion thereof, but nothing herein shall limit the rights of the Landlord or the obligations of the Tenant under Section 3(e).

(e) Pro Rating of Additional Charges

The Landlord may at any time and from time to time during the term hereof compute a bona fide estimate of the Additional Rent payable by the Tenant during the forthcoming year or portion thereof. From and after the date upon which notice of such estimate is given by the Landlord to the Tenant the Tenant shall pay the amount of such estimated costs by equal consecutive monthly instalments payable in advance on the first day of each and every month during the year or portion thereof for which such estimate was computed. All payments of Additional Rent shall be made by the Tenant to the Landlord by

way of Electronic Funds Transfer, bank draft, cheque, or such other means of payment reasonably requested by the Landlord, provided however, at the request of the Landlord, the Tenant shall provide the Landlord with a series of 12 post-dated cheques to be deposited by the Landlord in payment of Additional Rent where requested by the Landlord. The Tenant shall also authorize the payment of Minimum Annual Rent and Additional Rent by way of direct debit if requested to do so by the Landlord; and in such an event, the Tenant shall sign, seal, and deliver all documents reasonably required by the Landlord and the Tenant's bank in order to authorize and effect such direct debit payments.

(f) Adjustment of Operating Costs

Within three (3) months following the completion of each calendar year during the term hereof, including any renewals, the Landlord shall furnish the Tenant with a statement setting forth the total of the Operating Costs for the Lands during the immediately preceding calendar year or portion thereof during which Operating Costs are payable by the Tenant and the amount of Operating Costs payable by the Tenant for such period. Within 15 days after delivery of such statement, the Landlord or the Tenant (as the case may be) shall make an adjusting payment in the amount of the difference between the total of the Operating Costs actually paid by the Tenant during such period and the actual Operating Costs that should have been paid by the Tenant on the basis set out in such statement.

(g) Determination of Disputes

In the event of disagreement between the Landlord and the Tenant in regard to the manner of calculation or amount payable as Additional Rent, the Tenant shall make payment in accordance with any notice given by the Landlord, but the disagreement shall immediately be referred by the Landlord for determination by one or more of the Landlord's auditors, architect, insurance broker or other professional consultant (such as may be, in the reasonable opinion of the Landlord, best informed and qualified to determine the difference on a basis equitable to both parties) who shall be deemed to be acting as experts and not arbitrators, and a determination signed by the selected expert(s) shall be final and binding upon the Landlord and the Tenant. Any adjustment required to any previous payment made by the Tenant by reason of any such determination shall be made within 14 days thereof.

(h) Readjustment of Operating Costs

The Tenant may not claim a readjustment in respect of Operating Costs unless such readjustment is claimed in writing prior to the expiration of 6 months from the date upon which the statement of Operating Costs relating thereto is furnished by the Landlord to the Tenant pursuant to Section 3(f).

4. OPERATING COSTS

- (a) The Tenant shall pay to the Landlord, as Additional Rent, the Tenant's Proportionate Share of the annual Operating Costs of the Building and the Lands.
- (b) "Operating Costs" shall mean the total costs and expenses incurred by the Landlord, without duplication, in respect of or attributable to operating, repairing, replacement and maintaining the Lands, including, without limiting the generality of the foregoing, the following:
 - (i) electricity, water, sewage, gas, communications, refuse removal and other public utility costs, electric light bulbs, tubes, starters and ballasts of the Premises where the same are not separately metered and paid by the Tenant;
 - (ii) cleaning and maintenance costs of the exterior and interior of the Building and the Lands (other than the Premises or premises demised to other tenants) and the costs of security (if used);
 - (iii) all parking lot costs whatsoever, including costs of repair, maintenance, painting parking lines, signs, barriers and curbs, operating, supervising, cleaning, snow removal, illumination, pavement repair and maintenance, including patching, overlaying, resurfacing, repaving, and all costs of caring for plants, trees, shrubs and other landscaping items;
 - (iv) any taxes (including property taxes and corporate capital taxes), rates, charges, levies or assessments imposed by a municipal, parliamentary, school or other competent authority upon or in respect of the Lands or upon or in respect of any buildings or improvements on or under the Lands;
 - (v) the costs to the Landlord of taking out and maintaining such insurance as may from time to time be taken out or maintained by the Landlord, upon, for, or in connection with the Lands or the liability of the Landlord therefor;
 - (vi) the cost to the Landlord of servicing, maintaining, and replacing, in whole or in part, all heating, air conditioning, plumbing, electrical, lighting and other machinery, facilities and equipment on the Lands;
 - (vii) depreciation or amortization on (1) equipment and fixtures including without limitation, the cost and expense of facilities and capital replacement of the systems for HVAC and non-structural repairs and replacements of the roof, including without limitation the roof membrane, tarring, graveling and insulation and parking facilities which by their nature, require periodic or substantial repair or replacement,

and (2) the costs of improvements properly charged to capital account which substantially reduce Operating Costs, amortized over their useful life as determined by the Landlord in accordance with generally accepted accounting principles; and

(viii) cost of all property management and administrative services attributable to the maintenance, operation, management, supervision and administration of the Land and Building.

(c) The manner in which the Building shall be maintained, and the expenditure therefore shall be at the sole discretion of the Landlord, provided that such maintenance and such expenditure shall be proper and reasonable.

5. TENANT'S PROPORTIONATE SHARE

(a) For the purposes of this Lease, the Tenant's Proportionate Share shall be that percentage being the ratio which the area of the Premises bears to the total rentable area of the Building, which shall for the purposes of this Lease, be one hundred percent (100%) of the Building and the Lands.

(b) Without limiting the generality of the foregoing, the Tenant shall not be responsible for any taxes that are personal to Landlord and for greater certainty, shall not pay any capital taxes, large corporation tax and the Landlord's Income Tax.

6. NET LEASE

The Tenant and Landlord acknowledge and agree that this Lease is intended to be and shall be a completely carefree net lease to the Landlord and that the Landlord shall not be ultimately responsible during the Term for any costs, charges, expenses or outlays of any nature or kind whatsoever arising from or relating to the Premises(not including Structural Repairs) excepting the Landlord's corporate and income taxes, and excepting those costs and charges arising by virtue of any act or omission of the Landlord or any express obligation or exclusion of the Landlord or any express obligation or exclusion of the Landlord under this Lease). The Tenant covenants to apply for all meters where the Premises are separately metered and post the necessary utility bond as required.

7. TENANT'S COVENANTS

The Tenant covenants with the Landlord:

(a) Rent

To pay rent including without limitation Minimum Annual Rent and Additional Rent. The Tenant shall not withhold the payment of rent for any reason and the Tenant shall not make any deductions, abatement or setoff, except as

specifically provided herein, from the rent or any other sums to be paid to the Landlord.

(b) Rental Deposit

To provide, where one is requested, a rental deposit for the due performance of the Tenant's covenants hereunder, which rental deposit shall be paid contemporaneously with the execution of this Lease. The amount of the rental deposit, if required, shall be as set out in Schedule "A" hereto, but which said rental deposit may be applied by the Landlord to satisfy any sums owing by the Tenant under the terms of this Lease. In the event the rental deposit is reduced by any deductions made by the Landlord, the Tenant shall pay immediately to the Landlord such sum or sums as may be required to restore the rental deposit to its original level.

(c) Business Taxes and Other Charges

To pay for business and other taxes, charges, rates and duties and assessments levied in respect of the Tenant's occupancy of the Premises or in respect of the personal property or business of the Tenant on the Premises when the same become due. To pay for all utilities, items and services supplied to the Premises including, without limitation, electricity, water, sewage, gas, communications, refuse removal, and other public utility costs, electric light bulbs, tubes, starters and ballasts and similar items as and when the same become due. Where such items, services and utilities are supplied by the Landlord to the Premises, the Tenant covenants to pay the cost of items, services or utilities immediately upon receipt of an invoice from the Landlord.

(d) Taxes

To remit, subject to the provisions herein, all taxes and rates, municipal, parliamentary or otherwise, levied against the Premises or on account thereof.

(e) Condition of Premises

To take the Premises "as is" upon the commencement of the Lease and any renewal thereof. The Tenant acknowledges that it has inspected the Premises and accepts the same by the execution of this Lease.

(f) Repair

To at all times keep the whole of the Premises including all improvements and equipment in good and tenable repair excluding only those repairs which are the responsibility of the Landlord hereunder and to permit the Landlord to enter and view the state of repair during business hours and upon reasonable notice, and to repair, according to notice in writing, and to leave the Premises in as good repair as originally demised. Reasonable wear and tear, structural repairs,

damage by fire, lightning and tempest or arising by virtue of any act or omission of the Landlord, its agents or servants only excepted.

(g) Expense of Repairs

If any part of the Premises or the Building require repair or become damaged or destroyed through the negligence, carelessness or misuse of the Tenant, its servants, agents, employees or anyone permitted by it to be in the Premises or the Building, the expense of any necessary repairs, replacements or alterations including Structural Repairs shall be paid by the Tenant to the Landlord forthwith on demand.

(h) Glass

To pay the cost of replacement with as good a quality and size of any glass broken on the Premises during this Lease. The Tenant shall, at its own expense, replace all broken glass and make all repairs to the said Premises required as a result of burglary, theft, malicious damage or any attempt thereat.

(i) Cleaning and Janitorial Services

The Tenant covenants to maintain the Premises in a clean and sanitary fashion and to provide all janitorial services, periodic cleaning of all walls, windows, floor or rugs, and shall provide such competent cleaning and janitorial staff as is reasonably required, at its expense.

(j) Heating

The Tenant shall provide sufficient heat to maintain a reasonable temperature therein at all times, except during the making of repair to the heating equipment. In the event that the Landlord provides repairs to such equipment, the Landlord shall not be liable for indirect or consequential damages or damages for personal discomfort or illness by reason of the operation or non-operation of such equipment, notwithstanding that such damages may have been caused by the negligence, including gross negligence, of the Landlord, its servants, employees, contractors or agents.

(k) Air Conditioning

The Tenant shall be responsible for the air conditioning equipment at the Premises. In the event that the Landlord provides repairs to such equipment, the Landlord shall not be liable for indirect or consequential damages or damages for personal discomfort or illness by reason of the operation or non-operation of such equipment, notwithstanding that such damages may have been caused by the negligence, including gross negligence, of the Landlord, its servants, employees, contractors or agents.

(l) Assigning and Subletting

The Tenant covenants not to assign this Lease or sublet any part of the Premises without the prior written consent of the Landlord, which consent shall not be unreasonably withheld or delayed, provided always that in addition to the right to withhold its consent to any assignment or subletting, the Landlord shall have the right to cancel this Lease rather than to consent to any such assignment or subletting. If the Landlord elects to cancel this Lease as aforesaid, the Tenant shall notify the Landlord in writing within 15 days thereafter of the Tenant's intention either to refrain from such assignment or subletting or to accept the cancellation of this Lease. If the Tenant fails to deliver such notice within such period of 15 days, this Lease shall thereby be terminated upon the expiration of the said 15-day period. If the Tenant advises the Landlord it intends to refrain from such assignment or subletting, then the Landlord's election to cancel this Lease as aforesaid shall become null and void in such instance. No assignment or subletting of this Lease by the Tenant shall remove from the Tenant any of its obligations or responsibilities under this Lease. The Landlord may, as a condition of its consent, require proof of the financial responsibility of any assignee or sublessee and may require the assignee or sublessee to provide written references. The assignee and sublessee must covenant in writing, in favour of the Landlord, to comply with all terms and conditions of this Lease.

(m) Corporate Tenant

- (i) If the Tenant is a corporation and, if at any time during the term, any part or all of the corporate shares or voting rights of shareholders shall be transferred by sale, assignment, bequest, inheritance, trust, operation of law or other disposition, or treasury shares be issued so as to result in a change in the effective control of the Tenant, then and so often as a change of effective control shall occur, the Tenant shall immediately notify the Landlord, in writing, of each such change. If the Tenant amalgamates with another corporation resulting in an amalgamated corporation, effective control of which is different from that of the Tenant prior to such amalgamation, then and so often as such an amalgamation shall occur, the Tenant shall immediately notify the Landlord, in writing, of such amalgamation. The Landlord shall have the right to terminate this Lease and the term at any time after any such change in effective control of the corporation or any such amalgamation resulting in a change in effective control, by giving the Tenant 60 days prior written notice of such termination.
- (ii) Section 7(j)(i) shall not apply to the Tenant, if on and from the date of this Lease the Tenant is a corporation whose shares are listed on a recognized security exchange.

(n) Rules and Regulations

That the Tenant and its employees and all persons visiting or doing business with them on the Premises shall be bound by and shall observe and perform any rules and regulations attached to this Lease and any further (and other) reasonable rules and regulations made hereafter by the Landlord of which notice in writing shall be given to the Tenant and that all such rules and regulations shall be deemed to be incorporated in and form part of this Lease. Provided, however, that such rules and regulations shall be non-discriminatory and uniform in their application to all tenants of the Building and not contrary to the provisions of this Lease.

(o) Use of Premises

To use the Premises continually throughout the Term solely for those purposes set out in Schedule "A" and not to carry on or permit to be carried on therein any other trade or business.

(p) Insurance

- (i) The Tenant shall pay to the Landlord on demand therefor any increase in the cost to the Landlord of maintaining or placing insurance upon or in respect of the Building if such increase in cost relates directly or indirectly to the use or occupation by the Tenant or its servants or agents of the Premises.
- (ii) If any insurance policy upon the Building, the Lands, or any part thereof shall be cancelled or shall be threatened by the insurer to be cancelled, or the coverage thereunder reduced in any way by the insurer by reason of the use and occupation of the Premises or any part thereof by the Tenant or by any sub tenant or anyone permitted by the Tenant to be upon the Premises, and if the Tenant fails to remedy the condition giving rise to cancellation, threatened cancellation, or reduction of coverage within 24 hours after notice thereof by the Landlord, the Landlord may, at its option, either:
 - (1) terminate this Lease forthwith by notice in writing to the Tenant of its intention so to do, in which case the rent for which the Tenant is liable under this Lease to the date of such termination, together with the Minimum Annual Rent which would otherwise have been payable by the Tenant for the 12 months next following the date of such termination, shall be paid in full by the Tenant to the Landlord, and the Tenant shall immediately deliver up vacant possession of the Premises to the Landlord; or
 - (2) enter upon the Premises and remedy the condition giving rise to such cancellation, threatened cancellation, or reduction (entry for such purposes being hereby authorized), in which case the

Tenant shall forthwith upon demand therefore pay the cost thereof, plus 20% for overhead and administration, to the Landlord and the Tenant shall indemnify and save harmless the Landlord from all claims, demands, loss or damage to any person or property arising out of such action of the Landlord.

(q) Observance of Law

In its use and occupation of the Premises, not to violate any law or ordinance or any order, rule, regulation or requirement of any federal, provincial or municipal government and any appropriate department, commission, board or officer thereof.

(r) Hazardous Substances

- (i) For the purposes of this section, "**Hazardous Substances**" means any substance, or class of substance or mixture of substances which may be detrimental to the environment, plant or animal life, or human health and includes, without limitation, flammable, explosives, or radioactive materials, asbestos, polychlorinated biphenyls (PCBs), chemicals believed to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances and related materials, petroleum and petroleum products, any substance that, if added to water, may degrade or alter or form part of a process of degradation or alteration of the quality or temperature of that water to the extent that it is detrimental to its use by man or by any animal, fish or plant, and substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority having jurisdiction over the Landlord, the Tenant, the Building or the Lands (the "**Authorities**").
- (ii) The Tenant shall not cause or permit any Hazardous Substances to be brought onto, created in, released or discharged from, placed or disposed of, at or near the Lands or Building.
- (iii) The Tenant shall not cause or permit to occur any violation of any federal, provincial, municipal or local law, ordinance, or regulation, now or hereinafter enacted (the "**Laws**"), related to environmental conditions on, under, at, near or about the Lands or Building, or related to the Landlord, the Tenant or the Lands, air, soil or ground water condition, including without limitation, the generation, storage or disposal of Hazardous Substances.
- (iv) The Tenant shall:
 - (A) at its own expense, comply with the Laws;

- (B) at its own expense, make all submissions to, provide all information required by, and comply with all requirements of the Authorities under the Laws; and
- (C) indemnify, defend and hold harmless the Landlord, the Landlord's mortgagees, the manager of the Lands, and their respective officers, directors, beneficiaries, shareholders, partners, agents and employees, from all fines, suits, procedures, claims and actions of every kind, and all costs associated therewith (including legal fees (on a solicitor and his own client basis) and consultants' fees) arising out of or in any way connected with any deposit, spill, discharge or other release of Hazardous Substances that occurs during the Term or any renewal or extension period, at or from the Premises, or which arises at any time from the Tenant's use or occupancy of the Premises, the Lands or the Building, or from the Tenant's failure to provide all information, make all submissions, and take all steps required by this section or by the Authorities.

Notwithstanding any other provision of this Lease, if the Tenant creates or brings to the Lands or the Building any Hazardous Substances or if the conduct of the Tenant's business shall cause there to be any Hazardous Substances at the Building or the Lands, or discharged or released on, under or about the Building, the Lands, the air, soil or ground water, then, notwithstanding any rule of law to the contrary, such Hazardous Substances shall be and remain the sole and exclusive property of the Tenant and shall not become the property of the Landlord, notwithstanding the degree of affixation to the Building or the Lands of the Hazardous Substances or the goods containing the Hazardous Substances. This affirmation of the Tenant's interest in the Hazardous Substances or the goods containing the Hazardous Substances shall not however prohibit the Landlord from dealing with such material as otherwise provided for in this Lease.

(s) Environmental Indemnity

The Tenant agrees that it shall be responsible for and agrees to indemnify, defend and hold harmless the Landlord from all fines, suits, procedures, claims and actions of every kind, and all costs associated therewith (including legal fees (on a solicitor and his own client basis) and consultants' fees) arising out of or in any way connected with in connection with any adverse environmental conditions or hazards pursuant to Environmental Laws or non-compliance with applicable environmental laws, regulations, by-laws, guidelines, approvals, permits or orders rendered by any governmental authority ("Environmental Laws") accruing in relation to the Lands and the Premises.

(t) Waste and Nuisance

The Tenant shall not do or suffer any waste or damage or disfiguration or injury to the Lands or Building or the fixtures and equipment thereof or permit or suffer any overloading of the floors in the Premises. The Tenant shall not place in the Premises any safe, heavy business machinery, computers, data processing machines or other heavy things without obtaining the prior consent in writing of the Landlord and shall not cause or permit any nuisance in, at, or on the Lands or the Building.

(u) Entry by Landlord

To permit the Landlord or its agents to enter, on reasonable notice, upon the Premises and from time to time, for the purpose of inspecting and making repairs, alterations or improvements to the Premises or to the Building, and the Tenant shall not be entitled to compensation for any inconvenience, nuisance or discomfort occasioned thereby.

(v) Indemnity

The Tenant shall indemnify the Landlord and save it harmless from and against any and all loss, claims, actions, damages, liability and expense in connection with the loss of life, personal injury or damage to property arising from any occurrence in, upon or at the Premises or the occupancy or use by the Tenant of the Premises or any part thereof, or occasioned by any act or omission of the Tenant, its agents, contractors, employees, servants, licensees, or concessionaires, or invitees or by anyone permitted to be on the Lands or in the Building by the Tenant. In case the Landlord shall be made a party to any litigation commenced in relation to any of the foregoing, then the Tenant shall protect and hold the Landlord harmless and shall pay all costs, expenses and legal fees (on a solicitor and his own client basis) incurred or paid by the Landlord in connection with such litigation, notwithstanding such costs, expenses and legal fees may be incurred after the expiry of the term; it being agreed and understood that the Tenant's obligation to indemnify shall survive the expiry or earlier termination of this Lease.

(w) Exhibiting Premises

To permit the Landlord or its agent, upon reasonable notice, to exhibit the Premises to prospective tenants during normal business hours of the last 6 months of the Term; and to permit the Landlord or its agent to exhibit the Premises to any prospective purchaser of the Building or the Lands during the normal business hours during the Term.

(x) Alterations

Not to make or erect in or to the Premises any installation, alteration, addition or partition without submitting plans and specifications to the Landlord and obtaining the Landlord's prior written consent in such instance, which consent

may not be unreasonably withheld. Such work shall, if the Landlord so elects, be performed by employees of or contractors designated by the Landlord; and in the absence of such election, such work may be performed with the Landlord's reasonable consent in writing given prior to letting of a contract to contractors engaged by the Tenant, but in each case only under written contract approved in writing by the Landlord and subject to all reasonable conditions which the Landlord may impose. The Tenant shall submit to the Landlord's supervision over construction and promptly pay to the Landlord or the Tenant's contractors, as the case may be, when due, the cost of all such work and of all materials, labour, and services involved therein and of all decoration and all changes in the Building, its equipment or services, necessitated thereby.

(y) Signs

Not to paint, display, inscribe or affix any sign, picture, advertisement, notice, lettering or direction on any part of the outside or inside of the Building or on the Premises without first obtaining the written consent of the Landlord, such consent not to be unreasonably withheld. The colour, size, style, character and material of the said signs shall be such as the Landlord shall determine, and the cost of placing them shall be paid by the Tenant. Any sign placed on the Building, or the Premises shall comply with all applicable laws, including municipal bylaws and regulations. The Tenant shall be liable for any damage caused to the Building or the Premises by placing a sign and shall repair the damage immediately. The Tenant shall be permitted to place its own fascia sign bearing its usual logos and colours on the front elevation of the Premises. The Tenant shall, on termination of the Lease and at its own expense, remove any sign installed by it or used by it, if required to do so by the Landlord.

(z) Name of Lands

Not to refer to the Lands by any name other than that designated from time to time by the Landlord, nor use the name of the Lands for any purpose except as the business address of the Tenant.

(aa) Builders' Liens

Not to suffer or permit during the term hereof, any builders' lien or encumbrances for work, labour, services or materials ordered by it or for the cost of which it may be in any way obligated to attach to the Premises or the Lands, and that whenever and so often as any such lien or encumbrance shall attach or claim therefore shall be filed, within 20 days after the Tenant has notice of the claim of lien, to procure the discharge thereof by payment or by giving security or in such other manner as is or may be required or permitted by law.

(bb) Subordination of Lease

The Tenant shall be at liberty to register this Lease or a miscellaneous interest to protect its interest hereunder, or as the law may require, provided, however, that the Tenant agrees to postpone any such registration in favour of any mortgage or encumbrance which may now or hereafter be granted by the Landlord on the security of the Lands and Building or the Premises, such postponement(s) to be promptly given by the Tenant on the request of the Landlord. If the Tenant is not then in default, and the Tenant specifically so requests, the Landlord shall use its best efforts to obtain a non-disturbance agreement from any encumbrancer or mortgagee on that party's standard form in favour of the Tenant. The cost of obtaining a non-disturbance agreement shall be borne by the Tenant.

(cc) Notice of Accidents or Defects

To give the Landlord written notice in accordance with this Lease of any accident or defect in the plumbing, heating apparatus, water pipes, gas pipes, electric lights or other wires, or Building structure itself, or any other matter or thing affecting the safety and efficiency of said Premises.

(dd) Window Coverings

To obtain written consent of the Landlord before installing any window coverings and the Landlord may refuse its consent if, in its opinion, the coverings detract from the aesthetic appearance of the Building.

(ee) Tenant's Insurance

To maintain in full force and effect at its own expense in the names of the Tenant and the Landlord as their interests may appear the following insurance:

- (i) all risks replacement cost insurance in an amount equal to the full replacement cost (new) thereof upon all property of the Tenant located in the Building;
- (ii) comprehensive general liability insurance with respect to the Premises and the Tenant's use of the Building with inclusive limits of not less than Three Million Dollars (\$3,000,000.00) for bodily injury or property damage; and
- (iii) Tenant's legal liability insurance in such amount and for such insurable hazards as the Landlord may from time to time determine.

All such insurance: shall contain a clause that the insurer shall not cancel or change the insurance without giving the Landlord at least 10 days prior notice in writing; shall contain a waiver of any subrogation rights which the Tenant's insurers may have against the Landlord, its agents and employees; shall be

taken out with insurers acceptable to the Landlord; and shall be in a form acceptable to the Landlord. The Tenant shall promptly provide the Landlord with a certificate(s) of insurance in respect of all such insurance policies.

8. LANDLORD'S COVENANTS

The Landlord covenants with the Tenant:

(a) Quiet Enjoyment

For quiet enjoyment. If the Tenant pays the rent hereby reserved and performs the covenants and obligations on its part to be performed and observed pursuant to the provisions hereof, the Tenant may peaceably possess and enjoy the Premises for the Term hereby granted without any interruption or disturbance from the Landlord or any other person or persons lawfully claiming by, from or under it, provided that in no event shall any alteration or the conduct of repairs or renovations or redevelopment by the Landlord of the exterior or interior of the Building, or the construction of additions to the Building, or the exercise by the Landlord of any of the rights provided to the Landlord pursuant to this Lease, constitute a breach of this covenant for quiet enjoyment or in any way relieve the Tenant of its obligations hereunder.

(b) Structural Repairs

The Landlord shall make Structural Repairs required to maintain the Building in such condition as to ensure the Tenant that it shall be able to carry out the purpose for which this Lease is granted if such work is not undertaken and completed by the Tenant, as a reasonably may be required in order to properly maintain the Building. In such an event, such Structural Repairs shall be carried out by the Landlord as expeditiously as reasonably possible in the circumstances, provided that the Landlord shall not be liable for any direct, indirect, or consequential damages to any person or property for any failure so to do, notwithstanding that such damages were caused by the negligence, including gross negligence, of the Landlord, its servants, employees, contractors or agents. For the purposes of this Lease, the term "**Structural Repairs**" means any required maintenance, repair or replacement of the footings, foundations, columns, beams, concrete floor slab, and roof supports of the Building.

9. DISTRESS

In the event that and whenever the Tenant fails to pay rent on the day appointed for payment herein, the Landlord, at its option and in addition to any other right or remedies it has pursuant to this Lease or by law, shall have the right to immediately distrain upon the goods and chattels located in the Premises to the extent and in the manner permitted by law and all other goods and chattels of the Tenant wheresoever situated. The Tenant waives and renounces the benefit of any present or future statute taking away or limiting the Landlord's right of distress.

10. SECURITY FOR PAYMENT OF RENT

As security for the payment of all rent payable to the Landlord in accordance with the terms and provisions of this Lease, the Tenant hereby assigns and grants unto the Landlord a security interest in all of the Tenant's real and personal property, present and after acquired, including the proceeds therefrom, and agrees that the Landlord may seize and sell such property of the Tenant as may be necessary to satisfy the amount of rent payable.

11. REMEDIES ON DEFAULT BY THE TENANT

11.1. Default

In the event that and whenever:

- (a) The Tenant fails to pay rent when due hereunder and such failure is not remedied on the earlier of 5 days after notice from the Landlord that such rent is in arrears or 30 days after the date such rent was due;
- (b) The Tenant fails to observe, comply with or perform any of the terms, covenants or conditions of this Lease (other than the payment of any rent) and persists in such failure after 10 days' notice by the Landlord requiring that the Tenant rectify such breach or in the case of any such breach which reasonably would require more than 10 days to rectify unless the Tenant commences rectification within the 10 day notice period and thereafter promptly and diligently and continuously proceeds with the rectification of such breach;
- (c) Upon the occurrence of any of the following events or circumstances:
 - (i) Any steps are taken, or any action or proceedings are instituted for the dissolution, winding up or liquidation of the Tenant or its assets or for the surrender or forfeiture of this Lease;
 - (ii) The Tenant or any guarantor of the Tenant or any person occupying the Premises, or any part thereof becomes bankrupt or insolvent or files any proposal or makes any assignment for the benefit of creditors or any arrangement or compromise;
 - (iii) If a receiver or a receiver and manager is appointed for all, or any portion of the Tenant's property situated in the Premises;
 - (iv) This Lease or any of the Tenant's assets in the Premises are taken under any writ of execution, attachment or similar process and the same is not remedied within 20 days;
 - (v) The Tenant's leasehold interest in the Premises is charged or encumbered or the Premises are occupied by someone other than the Tenant or other than as permitted herein;

- (vi) The Tenant makes a sale in bulk (other than a bulk sale made to an assignee or sublessee pursuant to a permitted assignment or subletting hereunder); or
 - (vii) Subject to Section 11.3 hereof, the Tenant abandons or allows the Premises to be vacant for 5 consecutive days, or attempts to abandon the Premises, or sells or disposes of the goods and chattels of the Tenant or removes them from the Premises (other than in the normal course of business and to the extent permitted hereunder) such that there would not be goods of the Tenant on the Premises sufficient to satisfy rent that is due or accruing due hereunder; or
- (d) Reentry or termination is permitted under any other terms of this Lease;

then in every such case in addition to any other rights or remedies it has pursuant to this Lease or by law the Landlord has to the extent permitted by law without notice to the Tenant and at its option, the following rights:

- (i) The right to collect the full amount of the current month's rent, and any other payments required to be made monthly hereunder together with the next 3 months' rent to become payable under this Lease, all of which shall be accruing due and shall immediately become due and payable as accelerated rent, and the Landlord may distrain for the same together with any arrears then unpaid;
- (ii) To the fullest extent permitted by law the immediate right of reentry upon the Premises;
- (iii) The right to terminate this Lease to the extent that the remainder of the Term shall forthwith become forfeit and determined;
- (iv) The Landlord may perform or cause to be performed any of the covenants or obligations then in default and for such purpose may do such things as may be required, including without limitation, entering upon the Premises and doing such things as the Landlord considers necessary and the Landlord shall have no liability to the Tenant for any loss, damages, interference or inconvenience and the same is not a reentry or breach of covenant for quiet enjoyment;
- (v) If the Landlord reenters the Premises (or if it takes possession) the Landlord may, without terminating this Lease, make such alterations and repairs as are necessary in order to relet the Premises or any part thereof for such term or terms (which may be for a term extending beyond the Term) and at such a rent and upon such other terms, covenants and conditions as the Landlord in its sole discretion considers advisable, including undertaking all rights herein as agent in the name of the Tenant. Upon each such reletting all rent received by the Landlord

from such reletting shall be applied first to the payment of any costs and expenses of such reletting including brokerage fees and legal fees (on a solicitor and his own client basis) and the costs of such alterations and repairs and all such costs and expenses shall be determined in each case at the cost thereof plus 15% thereof for Landlord's overhead and supervision; second, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by the Landlord and applied in payment of future rent as the same becomes due and payable hereunder;

- (vi) If rent received from reletting during any month is less than that to be paid during that month by the Tenant hereunder, the Tenant shall pay any such deficiency which shall be calculated and paid monthly in advance on or before the first day of each and every month. No such reentry or taking possession of the Premises by the Landlord shall be construed as an election on its part to terminate this Lease. Notwithstanding any such reletting without termination this Landlord may at any time thereafter elect to terminate this Lease for such previous breach;
- (vii) Any termination of this Lease by the Landlord shall be without prejudice to any claim by the Landlord for, and the Landlord shall be entitled to damages in respect of loss, of rental or other income of the Landlord expected to be derived hereunder during the unexpired portion of the Term of the Lease, and this provision constitutes notice to the Tenant to that effect.

11.2. Landlord's Expenses Enforcing Lease

If it shall be necessary for the Landlord to retain the services of a solicitor or any other proper person for the purpose of assisting the Landlord in enforcing any of its rights hereunder in the event of default on the part of the Tenant, it shall be entitled to collect from the Tenant the cost of all such services including all necessary Court proceedings to trial and on appeal on a solicitor and his own client basis as if the same were rent reserved and in arrears hereunder.

11.3. Continued Occupancy

If the Tenant ceases business operations in the Premises, other than as a result of (a) the Premises being rendered wholly untenable as described in Section 19 herein, or (b) major alterations, repairs or renovations of the Premises, or (c) any cause beyond the reasonable control of the Tenant (a lack of financial resources excepted), and such cessation of business continues for more than 3 consecutive months, then the Landlord may, in its discretion, elect to terminate this Lease and retake the Premises upon 60 days' written notice to the Tenant (the "Landlord's Termination Notice"). The Landlord's Termination Notice may be given at any time after the expiry of such 3-month period. Notwithstanding the foregoing and the delivery of the Landlord's Termination Notice, the Tenant may re-occupy the Premises and recommence its business therein during such 60-day notice period specified in the Landlord's

Termination Notice, in which event the Landlord's Termination Notice shall be null and void. If the Tenant fails to re-open and recommence its business as aforesaid, then the Landlord's Termination Notice shall be effective and the Tenant shall surrender and deliver possession of the Premises to the Landlord in accordance with the surrender provisions set out in this Lease, as of the termination date set out in the Landlord's Termination Notice, and this Lease and the Term shall terminate as of such termination date.

12. INTEREST

The Tenant shall pay to the Landlord interest at a rate of 24% per annum upon all Rent required to be paid hereunder from the due date for payment thereof until the same is fully paid and satisfied, and the Tenant shall pay and indemnify the Landlord for and against all costs and charges (including legal fees on a solicitor and his own client basis, and disbursements) lawfully and reasonably incurred in enforcing payment thereof or in obtaining possession of the Premises after default of the Tenant or upon expiration or earlier termination of the Term of this Lease, or in enforcing any covenant, proviso or agreement of the Tenant contained in this Lease.

13. PERFORMANCE BY LANDLORD

If the Tenant should fail to perform any of the covenants or obligations of the Tenant under this Lease, the Landlord may at its option and discretion, from time to time perform or cause to be performed the covenant or obligation or any part thereof in respect of which the Tenant is in breach, and for such purpose the Landlord may make any payment or may do or cause to be done such things as may be required to fulfil the Tenant's covenant or obligation, and for the purposes aforesaid the Landlord shall be entitled to enter upon the Premises. All expenses, costs and expenditures (including legal fees on a solicitor and his own client basis, and disbursements) incurred by the Landlord in performance of any of the covenants or obligations of the Tenant hereunder shall forthwith on demand therefor be paid by the Tenant, and may be recovered by all remedies available to a landlord for recovery of rent in arrears, and the Landlord shall not be liable for any loss or damage to the Tenant's property or business caused by reasonable and responsible acts of the Landlord in performing any of the covenants or obligations of the Tenant.

14. IMPOSSIBILITY OF PERFORMANCE

It is understood and agreed that whenever and to the extent that either party shall be unable to fulfil or shall be delayed or restricted in fulfilling any obligation hereunder for the supply or provision of any service or utility or the doing of any work or the making of any repairs because it is unable to obtain the material, goods, equipment, service, utility or labour required to enable it to fulfil such obligation or by reason of any applicable law or by reason of the order or direction of any administrator, controller or board, or any governing department or officer or other authority having proper jurisdiction, or by reason of not being able to obtain any permission or authority required thereby, or by reason of any cause beyond its control (other than lack of money or inability to arrange financing), whether of the foregoing character or not, such party shall be relieved from the fulfilment of such obligation and the other party shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby

occasioned. Provided, however, that the provisions of this section do not operate to excuse the Tenant from the prompt payment of rent as required by this Lease.

15. NON-WAIVER

Any condoning or overlooking by either party of any default or breach by the other party at any time in respect of any covenant or condition herein contained shall not operate as a waiver of such former party's right hereunder and shall not defeat in any way the rights of such former party in respect of any subsequent default.

16. OVERHOLDING

If the Tenant shall continue to occupy the Premises after the expiration of this Lease, with or without the consent of the Landlord, and without any further written agreement, the Tenant shall be a monthly tenant on the same terms and conditions set out in this Lease, except as to length of tenancy and option to renew, and the Minimum Annual Rent. The Minimum Annual Rent payable and owing during any period of overholding shall be equal to the Minimum Annual Rent payable under this Lease by the Tenant to the Landlord during the last year of the immediately expired Term or the last year of the last renewal term, as the case may be. In these circumstances the Landlord agrees to provide the Tenant 3 calendar months' notice of its intention to terminate the Lease, and the Tenant agrees to provide the Landlord 3 calendar months' notice of its intention to vacate the Premises.

17. LEASE ENTIRE RELATIONSHIP

The Tenant acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise, forming part of or in any way affecting or relating to this Lease save as expressly set out in this Lease, and that this Lease and the Schedule(s) attached hereto constitutes the entire agreement between the Landlord and the Tenant and may not be modified except as herein explicitly provided or except by subsequent agreement in writing of equal formality executed by the Landlord and the Tenant.

18. FIXTURES

All alterations, decorations, additions, fixtures and improvements made by the Tenant, or made by the Landlord on the Tenant's behalf (other than the Tenant's trade fixtures) shall immediately become the property of the Landlord upon affixation or installation, without compensation therefor to the Tenant, but the Landlord is under no obligation to repair, maintain or insure such alterations, decorations, additions, fixtures or improvements. Such alterations, decorations, additions, fixtures or improvements shall not be removed from the Premises either during or at the expiration or earlier termination of the Term except that:

- (a) the Tenant may during the Term in the usual or normal course of its business and with the prior written consent of the Landlord remove its trade fixtures, provided such trade fixtures have become excess for the Tenant's purposes, or

the Tenant is substituting new and similar trade fixtures therefor, and provided that in each case:

- (i) the Tenant is not in default under this Lease; and
 - (ii) such removal is done at the Tenant's sole cost and expense; and
- (b) the Tenant may, if not in default under this Lease, at or immediately prior to the expiration of the Term, at its own cost, remove its furniture, chattels and other usual tenant fixtures not forming part of the Building structure, any essential part of the Premises or any Building services.

If the Tenant does not remove its trade fixtures at the expiration or earlier termination of the Term, the trade fixtures shall, at the option of the Landlord, become the property of the Landlord and may be removed from the Premises and sold or disposed of by the Landlord in such manner as it deems advisable.

The Tenant shall, in the case of every such installation or removal either during or at the expiration of the Term effect the same at times designated by the Landlord and promptly make good any damage caused to the Premises or the Building.

For greater certainty, and without limitation, the Tenant's trade fixtures shall not include any:

- (a) heating, ventilating or air conditioning systems, facilities or equipment in or serving the Premises whether or not installed by the Tenant or at its request;
- (b) other utility systems, facilities or equipment in or serving the Premises;
- (c) floor covering affixed in any manner and to any extent to the floor of the Premises;
- (d) light fixtures and the tracking thereof;
- (e) storefront and doors;
- (f) demising walls, ceilings, partitions, special wall or ceiling finishes or panelling, floors; and
- (g) fixtures of any kind which are affixed in any manner or to any extent to the aforementioned;

all of which are and are deemed to be leasehold improvements.

19. DAMAGE AND DESTRUCTION TO PREMISES OR BUILDING

- (a) If the Premises are at any time destroyed or damaged (including, without limitation, smoke and water damage) as a result of fire, the elements, accident or any other cause, and if as a result of such occurrence:
- (i) the Premises are rendered untenantable only in part, this Lease shall continue in full force and effect and the Landlord shall, subject to Section 19.1(b) and 19.2 hereof, commence diligently to reconstruct, rebuild or repair the Premises and the rent shall abate proportionately to the portion of the Premises rendered untenantable from the date of the destruction or damage and until the Premises have been restored and rendered tenantable by the Landlord to the extent of its obligations hereunder.
 - (ii) the Premises are rendered wholly untenantable, this Lease shall continue in full force and effect and the Landlord shall, subject to Section 19.1(b) and 19.2 hereof, commence diligently to reconstruct, rebuild or repair the Premises and the rent shall abate entirely from the date of the destruction or damage and until the Premises have been restored and rendered tenantable in whole or in part by the Landlord to the extent of its obligations hereunder.
 - (iii) the Premises are not rendered untenantable in whole or in part, this Lease shall continue in full force and effect, the rent and other amounts payable by the Tenant shall not terminate, be reduced or abate and the Landlord shall, subject to Sections 19.1(b) and 19.2 hereof, commence diligently to reconstruct, rebuild or repair the Premises to the extent of its obligations hereunder.
- (b) Notwithstanding anything contained in Section 19.1(a), if the Premises are damaged or destroyed by any cause whatsoever, and if, in the opinion of the Landlord reasonably arrived at, the Premises cannot be rebuilt or made fit for the purposes of the Tenant within 90 days of the happening of the damage or destruction, the Landlord, instead of rebuilding or making the Premises fit for the Tenant in accordance with Section 19.1(a) may, at its option, elect to terminate this Lease by giving to the Tenant, within 30 days after such damage or destruction, notice of termination, and thereupon the rent, and other payments for which the Tenant is liable under this Lease shall be apportioned and paid to the date of such damage or destruction and the Tenant shall immediately deliver up vacant possession of the Premises to the Landlord in accordance with the terms of this Lease.
- (c) Upon the Tenant being notified in writing by the Landlord that the Landlord's repair and restoration work hereunder has been substantially completed, the Tenant shall forthwith complete all work required to fully restore the Premises for business.
- (d) Nothing in this Section 19.1 or 19.2 requires the Landlord to rebuild the Premises or the Building in the condition and state that existed before any such occurrence, provided that the Premises or Building as rebuilt shall have reasonably similar facilities and services to those in the Premises prior to the damage or destruction having regard, however, to the age of the Building at such time.

- (e) The Landlord's obligation to reconstruct, rebuild and repair pursuant to the provisions of Sections 19.1 and 19.2, shall not extend to or include the reconstruction, rebuilding or restoring of any alterations, partitions, additions, extensions, equipment or installations made by or on behalf of the Tenant upon the Premises.
- (f) Notwithstanding anything contained in this Lease and specifically notwithstanding the provisions of Section 19.1 hereof, if 35% or more of the total rentable area of the Building is damaged or destroyed by any cause whatsoever (irrespective of whether the Premises are damaged or destroyed) and if, in the opinion of the Landlord reasonably arrived at, the total rentable area of the Building so damaged or destroyed cannot be rebuilt or made fit for the purposes of the respective tenants of such space within 180 days of the happening of the damage or destruction, then the Landlord may, at its option (to be exercised by written notice to the Tenant within 60 days following any such occurrence), elect to terminate this Lease. In the case of such election, this Lease shall expire upon the 30th day after such notice is given, without indemnity or penalty payable by or any other recourse against the Landlord, and the Tenant shall within such 30-day period, vacate the Premises and surrender them to the Landlord. Rent and other amounts payable by the Tenant shall be due and payable without reduction or abatement subsequent to the destruction or damage and until the date of termination, unless the Premises shall have been destroyed or damaged as well, in which event Sections 19.1 and 19.2 shall apply.
- (g) If all or any part of the Building is at any time destroyed or damaged, and the Landlord does not elect to terminate this Lease in accordance with the rights hereinbefore granted, the Landlord shall, following such destruction or damage, commence diligently to reconstruct, rebuild or repair, if necessary, that part of the Building which was damaged or destroyed.

The Landlord shall not be liable nor responsible in any way for any loss of or direct, indirect or consequential damages or injury to any property belonging to the Tenant or to employees of the Tenant or to any person while such property is on the Premises or in the Building or on the Lands, and the Landlord shall not be liable in any event for any direct, indirect or consequential damages to any such property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the Building or from the water, steam or drainage pipes or plumbing works of the Building or from any other place or quarter, nor for any direct, indirect or consequential damages caused by or attributable to the condition or arrangement of any electric or other wiring, nor for any damage caused by anything done or omitted by any other tenant, notwithstanding that any such damages may have been caused by the negligence, including gross negligence, of the Landlord or its servants, employees, contractors or agents.

20. NOTICES

- (a) All notices, statements, demands, requests or other instruments ("Notices"), which may be or are required to be given under this Lease shall be in writing and shall be delivered in person or sent by prepaid registered mail posted in Canada addressed to the Landlord or the Tenant, as the case may be, to the

respective address set out in Schedule "A" hereto. All such Notices shall be conclusively deemed to have been given and received upon the day the same are personally served or delivered or, if mailed as aforesaid, 4 business days (excluding Saturdays, Sundays, statutory holidays and days upon which regular postal service is interrupted or unavailable for any reason), after the same is mailed as aforesaid. If two or more persons are named as Tenant, any Notice given hereunder shall be sufficiently given if delivered or mailed in the foregoing manner to any one of such Tenant.

- (b) Any party may at any time, in the manner provided above, give Notice in writing to the other of any change of address for the party giving such Notice and, from and after the giving of such Notice, the address therein specified shall be deemed to be the address of such party for giving of Notice hereunder.

21. TIME OF THE ESSENCE

Time is of the essence of this Lease and every part hereof.

22. CAPTIONS AND HEADINGS

The captions, paragraph or section numbers and headings appearing in this Lease are inserted for convenience only and in no way define, limit or describe the scope or intent of this Lease nor any part hereof.

23. OBLIGATIONS AND BENEFITS

This Lease (and any indemnity set out herein) and everything herein contained, shall enure to the benefit of and be binding upon the heirs, executors, administrators, successors, assigns and other legal representatives, as the case may be, of each of the parties hereto, subject to the granting of consent by the Landlord as provided herein to any assignment or sublease, and every reference herein to any assignment or sublease, and every reference herein to any party hereto shall include the heirs, executors, administrators, successors, assigns and other legal representative of such party, and where there is more than one tenant or there is a female party or a corporation, the provisions hereof shall be read with all grammatical changes thereby rendered necessary and all covenants shall be deemed joint and several.

24. SALES TAX

Notwithstanding any other section or clause of this Lease, the Tenant shall pay to the Landlord an amount equal to any and all goods and services taxes, sales taxes, value added taxes, business transfer taxes, or any other taxes imposed on the Landlord with respect to rent payable by the Tenant to the Landlord under this Lease, or in respect of the rental of space under this Lease, whether characterized as a goods and services tax, sales tax, value added tax, business transfer tax, or otherwise (herein called "Sales Taxes"), it being the intention of the parties that the Landlord shall be fully reimbursed by the Tenant with respect to any and all Sales Taxes at the full tax rate applicable from time to time in respect of the rent or the rental space, without reference to any tax credits available to the Landlord. The amount of the

Sales Taxes so payable by the Tenant shall be calculated by the Landlord in accordance with the applicable legislation and shall be paid to the Landlord at the same time as the amounts to which such Sales Taxes apply are payable to the Landlord under the terms of this Lease or upon demand at such other time or times as the Landlord from time to time determines. Despite any other section or clause in this Lease, the amount payable by the Tenant under this paragraph shall be deemed not to be rent, but the Landlord shall have all the same remedies for and rights of recovery of such amount as it has for recovery of rent under this Lease. Without limiting the generality of the foregoing, as of the date of commencement of the Term, goods and services tax ("GST") is payable by the Tenant. As well, notwithstanding anything contained herein to the contrary, the Tenant shall not be liable to pay GST or Sales Taxes on the amount of GST or Sales Taxes paid or payable by the Landlord on its purchase of goods and services the cost of which is included in Operating Costs, which may be available to the Landlord as a credit or offset in determining the Landlord's net tax liability or refund on account of Sales Tax or GST.

25. DISPOSITION BY LANDLORD

The Landlord shall be liable for the performance of its covenants and obligations pursuant to this Lease only during the period of its ownership of the Lands or any part thereof, and in the event of any sale, lease or other disposition of the Lands or any part thereof, or the assignment of this Lease or any interest of the Landlord hereunder, the Landlord shall thereupon and without further agreement be relieved of all liability with respect of such covenants and obligations, and the Tenant shall thereafter look solely to the Landlord's successor in interest to the Lands and to this Lease. The Tenant shall immediately upon request, and without charge to the Landlord, attorn in writing to such successor in-interest.

26. EXPROPRIATION

If at any time during the term of this Lease the whole or a portion of the Building are expropriated by right or exercise by any competent authority of powers of expropriation, the parties hereto shall each be entitled to separately advance their claims for compensation for the loss of their respective interest in the Premises and shall be entitled to receive and obtain such compensation as may be awarded to each respectively. If an award of compensation made to the Landlord specifically includes an award for the Tenant, the Landlord shall account therefor to the Tenant and if an award of compensation made to the Tenant specifically includes an award for the Landlord, the Tenant shall account therefor to the Landlord. Upon termination of the Lease by expropriation or other operation of law, the Tenant shall forthwith pay the Landlord the Minimum Annual Rent, Additional Rent, and all other charges which may be due to the Landlord up to the date of such termination. The Tenant shall have no claim upon the Landlord after the date of such termination. The Tenant shall have no claim upon the Landlord for the value of its property expropriated or the unexpired term of the Lease, or for any other damages, costs, losses or expenses whatsoever. The Landlord and Tenant agree to cooperate one with the other in respect of any expropriation of all or any part of the Premises or the Building, so that each may receive the maximum award in the case of any expropriation to which they are respectively entitled in law. In the event that any portion or portions of the Building other than the Premises shall be expropriated as aforesaid, then the

full proceeds accruing therefrom or awarded as a result thereof, shall enure to the benefit of and belong to the Landlord.

27. ESTOPPEL CERTIFICATE

Within 5 days after request therefor by the Landlord the Tenant shall promptly execute and deliver a certificate or acknowledgement certifying or acknowledging (if such be the case) that this Lease is in full force and effect and unamended, that Minimum Annual Rent and Additional Rent is paid currently without any defences or offsets thereto, that the Tenant is in possession, that there are no prepaid rents or security deposits other than those set out therein, that there are no uncured defaults by the Landlord, and providing such other information as may reasonably be required. If 10 days after the date of a request by the Landlord to execute such certificates or acknowledgements the Tenant has not executed the same, the Landlord may, at its option, cancel this Lease without incurring any liability on account thereof and the Term hereby granted is expressly limited accordingly.

28. PUBLIC LIABILITY AND PROPERTY DAMAGE

Notwithstanding anything to the contrary herein contained, the Landlord shall not be liable nor responsible in any way for any personal or consequential injury of any nature whatsoever that may be suffered or sustained by the Tenant or by any employee, agent, customer, licensee or invitee of the Tenant or any other person who may be upon the Premises, or for any loss or any direct, indirect or consequential damages howsoever caused to any property belonging to the Tenant or to its employees, agents, customers, licensees, invitees or any other person while such property is in or about the Building or the Lands, notwithstanding that such damages may have been caused by the negligence, including gross negligence, of the Landlord, its servants, employees, contractors or agents. For greater certainty, but without restricting the generality of the foregoing, the Landlord shall not be liable for:

- (a) any damage or damages of any nature whatsoever to any property caused by failure, by reason of breakdown or other cause, to supply adequate drainage, snow or ice removal, or by interruption or failure of any service or utility or elevator or escalator or other service, or by steam, water, rain, snow, or other substances leaking into, issuing or flowing into any part of the Premises, or from the water, steam, sprinkler or drainage pipes or plumbing of the Building or from any other place or quarter, or for any damage caused by anything done or omitted to be done by any tenant;
- (b) any act, omission, theft, malfeasance or negligence on the part of any agent, contractor or person from time to time employed by the Landlord to perform janitorial services, security services, supervision or any other work in or about the Premises or the Building; or
- (c) loss or damage, however caused, to books, records, files, money, securities, negotiable instruments, papers or other valuables of the Tenant;

and the Tenant shall indemnify the Landlord against and from all loss, costs, claims or demands in respect of any injury, loss or damage referred to above.

29. SEVERABILITY

If any provision of this Lease is illegal, unenforceable or invalid, it shall be considered separate and severable, and all the remainder of this Lease shall remain in full force and effect as though such provision had not been included in this Lease, but such provision shall nonetheless continue to be enforceable to the extent permitted by law.

30. APPLICABLE LAW

This Lease shall be deemed to have been made in and shall be construed in accordance with the laws of the Province of Saskatchewan.

31. NON-DISCLOSURE

The Tenant acknowledges that the terms and conditions of this Lease (the "Confidential Information") constitute trade secrets of the Landlord. The Tenant agrees that any and all Confidential Information shall be maintained in the strictest confidence and shall not be disclosed to any person (unless compelled to do so by law) without first obtaining the written consent of the Landlord. Notwithstanding the foregoing, the Tenant shall be entitled to disclose Confidential Information to those individuals associated with the Tenant who need to know such information for the purpose of enabling the Tenant to properly conduct its business, provided that the Tenant has required such individuals to undertake and agree to maintain the secrecy of such information. In the event that the Tenant is legally compelled to disclose any of the Confidential Information, it shall exercise its best efforts to obtain a protective order or other reliable assurance that confidential treatment shall be accorded the Confidential Information.

32. COUNTERPARTS

This Lease may be executed in counterparts and such counterparts together shall constitute a single instrument. Delivery of an executed counterpart of this Lease by electronic means, including, without limitation, by facsimile transmission or by electronic delivery in portable document format (".pdf"), shall be equally effective as delivery of a manually executed counterpart hereof. The parties hereto acknowledge and agree that in any legal proceedings between them respecting or in any way relating to this Lease, each waives the right to raise any defence based on the execution hereof in counterparts or the delivery of such executed counterparts by electronic means.

[The remainder of this page is left intentionally blank; the signature page is to follow.]

IN WITNESS WHEREOF the parties hereto have executed this Lease as of the day and year first above written.

102195366 SASKATCHEWAN LTD.

Per: 
Name: Brad Darbyshire
Title: President

THREEOSIX INDUSTRIAL SERVICES INC.

Per: 
Name: Scott Longmuir
Title: President

SCHEDULE "A"**THE LANDS**

Civic Address: 602 – 48th Street East
Saskatoon, SK S7K 6K4

Surface Parcel: #118988173

Legal Description: Lot 6 Blk/Par 635 Plan No 79522381 Extension 0 As described on
Certificate of Title 81S35120

-and-

Civic Address: 2610 1st Avenue North
Saskatoon, SK

Surface Parcel: #203926158

Legal Description: Lot 11 Blk/Par 635 Plan No 102377459 Extension 0

AREA OF PREMISES AND TOTAL RENTABLE AREA OF THE BUILDING

Sections 1(a), (d) 18,030 Square Feet

TERM

Section 2(a) ten (10) years or until 1 November 2034, whichever is earlier.

POSSESSION & COMMENCEMENT DATE

Section 2(a) The Possession Date shall be the date on which title to the Lands registers in the name of the Landlord in Saskatchewan's Land Titles Registry. The Commencement Date shall be the date first written above.

RENEWAL TERMS

Section 2(d) Number of successive Renewal Terms: One (1) Period

Duration of each Renewal Term: Five (5) Years

ESTIMATED MONTHLY OPERATION COSTS

To be provided by the Landlord to the Tenant.

RENTAL DEPOSIT

Section 7(b) Initially \$0.00, but the Tenant agrees to pay a Rental Deposit equal to two (2) months' Minimum Annual Rent (plus GST) if requested by the Landlord at any point during the Term. Where such Rental Deposit is requested and paid, it shall be held by the Landlord as security for the Tenant's performance of its covenants and obligations under this Lease.

USE OF PREMISES

Section 7(l) The Premises shall be used only for the Tenant's Business.

NOTICES

Tenant: Threeosix Industrial Services Inc.
602 - 48th Street East
Saskatoon, SK S7K 6K4

Landlord: 102195366 Saskatchewan Ltd.
201-728 Spadina Cr E
Saskatoon, SK S7K 3H2

GOODS AND SERVICES TAX

Section 24 Applicable Rate: currently 5% paid monthly on Minimum Annual Rent and Additional Rent

HEATING

Section 8(c) Not included.

AIR-CONDITIONING

Section 8(d) Not included.

SCHEDULE "B"

MINIMUM ANNUAL RENT

1. The Tenant shall pay to the Landlord as Minimum Annual Rent an amount consisting of the aggregate of two components, namely **Fixed Minimum Rent**, and **Adjusted Minimum Rent**.
2. Fixed Minimum Rent shall be payable as follows
 - (a) For the first five years of the Term (ending October 31, 2029), the sum of \$252,420.00, paid in advance, in equal, consecutive monthly instalments of \$21,035.00, together with GST and PST; and
 - (b) For the remaining five years of the term, an annual rental arrived at by agreement of the Landlord and Tenant, failing which the amount of Fixed Basic Rent shall be the amount of the Fixed Basic Rent for the first five years of the Term, adjusted for the change in the Commercial Rents Services Price Index for Saskatoon, published by Statistics Canada, from the second quarter of 2024 to the second quarter of 2029, to be paid in advance in equal monthly instalments, together with GST and PST.
3. In addition to Fixed Minimum Rent, the Tenant shall pay a financing cost adjustment (the "**Adjusted Minimum Rent**") to the Landlord, intended to reflect the difference between Fixed Minimum Rent payable, and the blended mortgage payments payable under the \$3.4 million mortgage granted by the Landlord upon its purchase of the building (the "**Mortgage**") The annual Adjusted Minimum Rent shall be, for the first year of the Term, \$34,677.72, paid in advance in in equal, consecutive monthly instalments of \$2,889.81, together with GST and PST. The Adjusted Minimum Rent shall thereafter be adjusted annually effective the first day of November, during each year of the term to reflect the difference between the Fixed Minimum Rent and the blended monthly payment payable by the Landlord in respect of the Mortgage. The Landlord shall use its best efforts to obtain the best reasonable interest rate as circumstances permit from time to time.

This is Exhibit 'V' referred to in the Affidavit of
Tyrone Rutzki sworn before me this 4th
day of September, 2025.

THREEOSIX INDUSTRIAL SERVICES INC.

BALANCE SHEET

Internal

AS AT JUNE 30, 2025


PAUL E. FEDOROFF

Being a Solicitor in the Province of Saskatchewan
June 30, 2025

ASSETS

Current Assets

Accounts receivable	15,702,517
Inventory	972,754
Prepaid expenses	172,812
Holdbacks receivable	3,040,941
Work in process	6,373,769
	<u>26,262,793</u>

Due from related party	818,530
Property and equipment	<u>3,081,430</u>

\$ 30,162,753

LIABILITIES

Current liabilities

Bank indebtedness	\$ 1,484,965
Accounts payable and accrued liabilities	15,597,826
Deferred revenue	1,423,768
Demand loans payable	-
Income taxes payable	-
	<u>18,506,559</u>

Capital lease obligations	397,264
Due to related parties	706,474
Due to corporate parent	4,016,059
Due to 102195366 Sask Ltd	100,484
Due to 102056994 Sask Ltd	7,187,596
Long-term debt	978,885
	<u>31,893,321</u>

SHAREHOLDER'S EQUITY

Share capital	100
Retained earnings	<u>(1,730,668)</u>
	<u>(1,730,568)</u>

\$ 30,162,753

THREESIX INDUSTRIAL SERVICES INC.
STATEMENT OF INCOME AND RETAINED EARNINGS

Internal

NINE MONTHS ENDED JUNE 30, 2025

	<u>June 30, 2025</u>
Sales	\$ 35,845,145
Cost of sales	<u>31,973,719</u>
Gross profit	<u>3,871,426</u>
	10.8%
Expenses	
Advertising and promotion	65,871
Automotive and equipment	501,306
Bad debt	6,724
Computer	168,885
Insurance	458,169
Interest and bank charges	336,162
Meals and entertainment	49,787
Memberships	25,652
Office	136,276
Professional fees	256,053
Rent	494,460
Repairs and maintenance	709,388
Shop supplies	85,297
Travel	139,213
Wages and benefits	<u>2,244,135</u>
	<u>5,677,378</u>
Income (loss) before the following	(1,805,952)
Other income (expenses)	
Gain on sale of property and equipment	378,058
Amortization	<u>(524,514)</u>
Income (loss) before taxes and interest to corporate parent	(1,952,408)
Income tax expense	<u>-</u>
Income (loss) before interest to corporate parent	(1,952,408)
Interest to corporate parent	<u>(591,680)</u>
Net income (loss)	<u>(2,544,088)</u>
Retained earnings, beginning of period	<u>813,420</u>
Retained earnings, end of period	<u>\$ (1,730,668)</u>

Braun, Shelby

From: Dennis Wehner <DWehner@threeosix.ca>
Sent: Wednesday, August 27, 2025 1:54 PM
To: Scott Longmuir
Subject: Cash - Balance and list of required payments

This is Exhibit 'W' referred to in the Affidavit of
Tyrone Rutzki sworn before me this 4th
day of September, 2025.



PAUL E. FEDOROFF
Being a Solicitor in the Province of
Saskatchewan

Scott, this is my up-to-date list excluding Critical Vendors.
Still finalizing EE Expenses and IC's

					LOC A
					2,776,587.87
Pay	Date	Name	Amount	Bank Balance	
yes	Hold funds	WMRE Payables MetalCor	334,990.23		
Yes	28-Aug	Payroll	378,491.69		
yes	28-Aug	Source Deductions	135,109.21		
yes	28-Aug	IC EST	165,000.00		
yes	28-Aug	EE Expenses EST	35,000.00		
yes	28-Aug	TOS GST	3,012.61		
Yes	28-Aug	TOS PST	49,043.89		
Yes	28-Aug	Mng GST	19,211.52		
yes	28-Aug	BL Const GST	19,216.03		
yes	28-Aug	CT&V	100,000.00		
Yes	29-Aug	WCB SASK (18625.05+16282.5+32625) Due Sept 1	67,532.55		
Yes	29-Aug	Affinity Insurance - Alamos Equipment	17,403.08		
Yes	TBD	Anderson Morin less retainer	21,818.30		
Yes	29-Aug	Alvarez	63,508.20		
Yes	29-Aug	Payment Plans	27,802.56		
Yes	29-Aug	Doka (\$100k 7-15; ; \$118k Aug 29)	118,448.00		

Dennis Wehner, CPA,CMA
Controller

Office: (306) 384-9306
www.threeosix.ca
[Follow us on social media!](#)

**CONFIDENTIALITY NOTICE**

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Threosix Industrial Services Inc
AR Aging Report - Summary as of 06/30/2025
(Aging calculated in days)
(Holdback separated)

Customer	Accounts Receivable										Total	Holdback	75%	HB	>90	Ineligible	85%	HB	>90	Gov	HB	>90
	0 - 30	31 - 60	61 - 90	91 - 120	121 - +	Subtotal																
Alamos Gold Inc.	4,752,785.03	-	54,797.87	-	-	4,807,582.90	8,367.72	4,815,950.62	-	-	-	-	22,604.40	-	-	-	4,815,950.62	8,367.72	-	-	-	-
Artemis Gold Inc.	22,604.40	-	-	-	-	22,604.40	-	22,604.40	-	-	-	-	519,867.36	-	-	-	-	-	-	-	-	-
3IX Gold Back River Corp	519,867.36	-	-	-	-	519,867.36	-	519,867.36	-	-	-	-	536,479.64	-	-	-	-	-	-	-	-	-
HW Gold Ltd.	536,479.64	-	-	-	-	536,479.64	-	536,479.64	-	-	-	-	206,639.25	-	39,233.35	167,405.90	-	-	-	-	-	-
CEM Engineering Inc.	60,518.62	-	106,887.28	-	-	167,405.90	-	167,405.90	-	-	-	-	701,857.80	231,272.99	2,799.18	-	-	-	-	-	-	-
Dowson Wallace	467,785.63	-	-	2,799.18	-	470,584.81	231,272.99	701,857.80	-	-	-	-	287,933.09	6,910.35	281,022.74	-	-	-	-	-	-	-
DELTARNG HOLDINGS INC.	-	-	-	-	281,022.74	281,022.74	6,910.35	287,933.09	-	-	-	-	58,765.78	-	-	-	-	-	-	-	-	-
ELM16 Solutions Inc.	58,765.78	-	-	-	-	58,765.78	-	58,765.78	-	-	-	-	2,756.25	-	2,756.25	-	-	-	-	-	-	-
Fortis	-	-	-	-	2,756.25	2,756.25	-	2,756.25	-	-	-	-	1,110,000.01	-	-	-	-	-	-	-	-	-
Fresh Group of Companies	1,050,072.22	14,052.60	45,875.19	-	-	1,110,000.01	-	1,110,000.01	-	-	-	-	802,539.36	339,383.19	463,156.17	-	-	-	-	-	-	-
Future Fuels	-	-	-	-	463,156.17	463,156.17	339,383.19	802,539.36	-	-	-	-	1,050,894.20	-	1,050,894.20	-	-	-	-	-	-	-
Imtex Membranes Corp	-	-	-	-	1,050,894.20	1,050,894.20	-	1,050,894.20	-	-	-	-	240,399.22	-	240,399.22	-	-	-	-	-	-	-
Iron North LP	-	-	-	-	240,399.22	240,399.22	-	240,399.22	-	-	-	-	3,113,710.82	-	3,113,710.82	-	-	-	-	-	-	-
Ladarge Canada Inc.	-	-	-	-	3,113,710.82	3,113,710.82	75,000.00	3,188,710.82	-	-	-	-	590,528.99	95,850.94	494,678.05	-	-	-	-	-	-	-
Louis Dreyfus Company Canada LLC	-	-	-	-	494,678.05	494,678.05	95,850.94	590,528.99	-	-	-	-	600,444.10	247,281.53	471.75	-	-	-	-	-	-	-
Margold Infrastructure Partners (B)/V	102,579.47	250,583.10	-	-	-	353,162.57	247,281.53	600,444.10	-	-	-	-	471.75	-	-	-	-	-	-	-	-	-
Mesa Mechanical	471.75	-	-	-	-	471.75	-	471.75	-	-	-	-	42,463.58	-	-	-	-	-	-	-	-	-
Mohavee	-	-	-	-	-	-	-	-	-	-	-	-	330,318.80	-	330,318.80	-	-	-	-	-	-	-
Next Building Solutions Inc.	-	-	-	-	330,318.80	330,318.80	-	330,318.80	-	-	-	-	3,087,364.67	-	-	-	-	-	-	-	-	-
Nutrien	1,762,420.26	-	-	-	-	1,762,420.26	1,324,944.41	3,087,364.67	-	-	-	-	231,390.63	-	-	-	-	-	-	-	-	-
SaskPower	-	83,701.28	133,969.16	13,720.19	-	231,390.63	-	231,390.63	-	-	-	-	3,570.24	-	3,570.24	-	-	-	-	-	-	-
Scott Special Projects Ltd	-	-	-	-	3,570.24	3,570.24	-	3,570.24	-	-	-	-	144,716.43	-	144,716.43	-	-	-	-	-	-	-
Sedco Construction	-	-	-	144,716.43	-	144,716.43	-	144,716.43	-	-	-	-	138,206.65	-	138,206.65	-	-	-	-	-	-	-
Sin Resource Group Limited Partnership	138,206.65	-	-	-	-	138,206.65	-	138,206.65	-	-	-	-	25,534.92	-	25,534.92	-	-	-	-	-	-	-
TAT/ASKW/YAK CRUIE NATION	-	-	-	25,534.92	-	25,534.92	-	25,534.92	-	-	-	-	246,843.20	-	246,843.20	-	-	-	-	-	-	-
University of British Columbia	-	-	-	-	246,843.20	246,843.20	-	246,843.20	-	-	-	-	10,852,545.84	995,699.00	6,439,633.57	167,405.90	7,903,315.29	1,333,312.13	-	231,390.63	-	13,720.19
	9,472,586.81	348,316.98	383,993.08	186,270.72	6,266,583.04	16,658,540.63	2,329,011.13	18,987,551.76	-	-	-	-	10,852,545.84	995,699.00	6,439,633.57	167,405.90	7,903,315.29	1,333,312.13	-	231,390.63	-	13,720.19

This is Exhibit 'X' referred to in the Affidavit of Tyrone Rutzki sworn before me this 4th day of September, 2025.


PAUL E. FEDOROFF
Being a Solicitor in the Province of Saskatchewan

102056994 Saskatchewan Ltd.

Financial information
Unaudited - See compilation engagement report
December 31, 2024

This is Exhibit 'Y' referred to in the Affidavit of
Tyrone Rutzki sworn before me this 4th
day of September, 2025.



PAUL E. FEDOROFF
Being a Solicitor in the Province of Saskatchewan



**Shape the future
with confidence**

Compilation engagement report

To Directors of
102056994 Saskatchewan Ltd.

On the basis of information provided by management, we have compiled the balance sheet of **102056994 Saskatchewan Ltd.** as at December 31, 2024, the statement of loss and deficit for the two-month period then ended, and note 1, which describes the basis of accounting applied in the preparation of the compiled financial information and other explanatory information ["financial information"].

Management is responsible for the accompanying financial information, including the accuracy and completeness of the underlying information used to compile it and the selection of the basis of accounting.

We performed this engagement in accordance with Canadian Standard on Related Services ["CSRS"] 4200, *Compilation Engagements*, which requires us to comply with relevant ethical requirements. Our responsibility is to assist management in the preparation of the financial information.

We did not perform an audit engagement or a review engagement, nor were we required to perform procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an audit opinion or a review conclusion, or provide any form of assurance on the financial information.

Readers are cautioned that the financial information may not be appropriate for their purposes.

Saskatoon, Canada
June 29, 2025

Ernst & Young LLP
Chartered Professional Accountants



A member firm of Ernst & Young Global Limited

102056994 Saskatchewan Ltd.

Balance sheet

As at

Unaudited - See compilation engagement report

	December 31, 2024 \$	November 1, 2024 \$
Assets		
Current		
Cash	5,289	435,337
Accounts receivable	5,291	663,010
Due from related parties <i>[note 2]</i>	7,372,323	6,194,903
Total current assets	7,382,903	7,293,250
Investments	202,575	202,575
Property and equipment	250	-
	7,585,728	7,495,825
Liabilities and shareholders' deficiency		
Current		
Accounts payable and accrued liabilities	9,400	13,931
Notes payable	455,069	471,359
Due to related parties <i>[note 2]</i>	7,759,758	7,819,600
Total liabilities	8,224,227	8,304,890
Shareholders' deficiency		
Share capital	100,240	100,240
Contributed surplus	202,475	202,475
Deficit	(941,214)	(1,111,780)
Total shareholders' deficiency	(638,499)	(809,065)
	7,585,728	7,495,825

See accompanying notes

102056994 Saskatchewan Ltd.

Statement of loss and deficit

Unaudited - See compilation engagement report

	Two-month period ended December 31, 2024 \$	Ten-month period ended November 1, 2024 \$
Revenue	-	118,425
Expenses		
Insurance	-	6,424
Interest and bank charges	124	232,170
Professional fees	554	51,338
Property taxes (recoveries)	(555)	(3,294)
	123	286,638
Loss before the following	(123)	(168,213)
Other income (expenses)		
Interest	-	108,120
Amortization	-	(204,198)
Loss on disposal of property and equipment	-	(280,631)
	-	(376,709)
Net loss for the period	(123)	(544,922)
Deficit, beginning of period	(1,111,780)	(566,858)
Retained earnings acquired upon amalgamation [note 3]	170,689	-
Deficit, end of period	(941,214)	(1,111,780)

See accompanying notes

Notes to financial information

December 31, 2024

Unaudited - See compilation engagement report

1. Basis of accounting

Recognition and measurement

The basis of accounting applied in the preparation of the balance sheet of 102056994 Saskatchewan Ltd. [the "Company"] as at December 31, 2024 and the statement of loss and deficit for the two-month period then ended is on the historical cost basis and reflects cash transactions with the addition of the following:

- Investments recorded at cost; and
- Accounts payable and accrued liabilities.

Balance sheet classification

Assets and liabilities are segregated between current and non-current. Current assets include those assets ordinarily realizable within one year from the date of the balance sheet. Current liabilities include amounts payable within one year from the date of the balance sheet and amounts received or due from customers or clients with respect to goods to be delivered or services to be performed within one year from the date of the balance sheet, if not offset against a related asset.

Comparative information

The balance sheet of the Company as at November 1, 2024 and the statement of loss and deficit for the ten-month period then ended are presented for comparative purposes only. Certain of the comparative figures have been restated, where applicable, to conform to the presentation used in the current year. The changes do not affect prior year earnings.

2. Due from/to related parties

Due from related parties

	December 31, 2024 \$	November 1, 2024 \$
Threeosix Industrial Services Inc.	7,371,583	6,194,423
BL Construction Services Ltd.	580	480
Threeosix Mining Services Inc.	160	-
	<u>7,372,323</u>	<u>6,194,903</u>

Due to related parties

	December 31, 2024 \$	November 1, 2024 \$
Buffalo River Development LP	7,421,640	7,289,600
Longroad Consulting Ltd.	338,118	375,000
Full Circle Management Ltd.	-	155,000
	<u>7,759,758</u>	<u>7,819,600</u>

3. Amalgamation of Full Circle Management Ltd.

On December 31, 2024, Full Circle Management Ltd. was officially wound up. As part of the winding-up process, all assets, liabilities, and retained earnings of Full Circle Management Ltd. were transferred to 102056994 Saskatchewan Ltd. Intercompany debts were forgiven and adjusted through equity.

August 29, 2025

102056994 Saskatchewan Ltd.
c/o 1201 – 409 3rd Avenue South
Saskatoon, SK S7K 5R5

Dear Sir/Madam:

Re: Buffalo River Development LP, by its general partner, Buffalo River Enterprises Corp.
("BREC") v 102056994 Saskatchewan Ltd. ("994 Sask")

REFER TO: PAUL E. FEDOROFF
DIRECT DIAL: (306) 665-5405
FAX NO.: (306) 664-4431
E-MAIL: pfedoroff@mcdougallgauley.com
ASSISTANT: SHELBY BRAUN
DIRECT DIAL: (306) 665-5422
E-MAIL: sbraun@mcdougallgauley.com
OUR FILE NO.: 577563.2

We act for BREC in connection with the above captioned matter.

994 Sask is indebted to BREC for advances made to 994 Sask by BREC pursuant to, among other things, a loan agreement dated March 8, 2024, as amended by the parties on March 14, 2024 (the "Loan Agreement").

In addition to the Loan Agreement, 994 Sask executed the following promissory notes in favour of BREC (the "Promissory Notes"):

1. a promissory note dated March 8, 2024, in favour of BREC in the principal amount of \$500,000.00;
2. a promissory note dated March 13, 2024, in favour of BREC in the principal amount of \$1,000,000.00;
3. a promissory note dated March 14, 2024, in favour of BREC in the principal amount of \$1,000,000.00;
4. a promissory note dated March 14, 2025, in favour of BREC in the principal amount of \$500,000.00;
5. a promissory note dated April 17, 2025, in favour of BREC in the principal amount of \$1,500,000.00; and
6. a promissory note dated May 9, 2024, in favour of BREC in the principal amount of \$1,300,000.00.

To secure the repayment of the indebtedness owed to BREC under the Loan Agreement and Promissory Notes, 994 Sask, among other things, executed a general security agreement dated April 9, 2024 (the "Security") whereby 994 Sask granted BREC a security interest in all of its present and after-acquired personal property (the "Collateral").

This is Exhibit 'Z' referred to in the Affidavit of
Tyrone Rutzki sworn before me this 4th
day of September, 2025.

994 Sask has committed acts of default (the “**Default**”) under the terms of the Security, including by: (i) permitting the company to become insolvent, such that it cannot meet its obligations as and when they come due; (ii) making statements, representations or warranties to BREC which were either incomplete or inaccurate; and (iii) allowing material adverse changes to occur with respect to its business operations, including, but not limited to, a subsidiary corporation (or corporations) that 994 Sask owns shares in.

As a result of the foregoing, BREC has reasonable grounds to believe that the Collateral is, or may, become imperiled or jeopardized. Accordingly, BREC hereby demands repayment of the full amount of the indebtedness that 994 Sask owes to BREC which, as of August 29, 2025, was as follows:

Principal Balance	\$6,550,000.00
Accrued Interest	\$1,090,000.00
Total Amount Due from 994 Sask	\$7,640,000.00
Per Diem:	\$ 2,511.78

The total amount due, together with ongoing interest and costs (including legal fees and disbursements) incurred by BREC to the date of payment, is hereafter referred to collectively as the “**Indebtedness**.”

Enclosed for service is a notice of intention pursuant to the *Bankruptcy and Insolvency Act* (the “*BIA*”).

If our office does not receive payment of the Indebtedness within ten business days of the date of this letter, BREC will proceed to enforce its rights under, among other things, the Loan Agreement, the Promissory Notes, and the Security. BREC expressly reserves the right to apply to appoint an interim receiver pursuant to sections 46 or 47 of the *BIA* if BREC, in its sole discretion, believes that it is appropriate or necessary to do so.

If 994 Sask wishes to pay the Indebtedness, please contact us and we will provide 994 Sask an updated payout statement.

All rights and remedies of BREC, including under the Loan Agreement, the Promissory Notes, and Security, are expressly reserved. **Furthermore, all future correspondence is to be sent through McDougall Gauley LLP.**

Yours truly,

McDougall Gauley LLP

Per: 

PAUL E. FEDOROFF
PEF/skb
Enclosure

FORM 86
PURSUANT TO THE BANKRUPTCY AND INSOLVENCY ACT, RSC 1985, c B-3
(Subsection 244(1))
NOTICE OF INTENTION TO ENFORCE SECURITY

TO: 102056994 Saskatchewan Ltd.
c/o 1201 – 409 3rd Avenue South
Saskatoon, SK S7K 5R5

TAKE NOTICE THAT:

1. Buffalo River Development LP, by its general partner, Buffalo River Enterprises Corp. (the “**Creditor**”), a secured creditor, intends to enforce its security over the property of 102056994 Saskatchewan Ltd. (the “**Debtor**”) described below:

All present and after acquired personal property

2. The security that is to be enforced is in the form of the security as follows (the “**Security**”):

General Security Agreement dated April 9, 2024

3. The total amount of indebtedness secured by the Security, as of August 29, 2025 is as follows:

Principal Balance	\$6,550,000.00
Accrued Interest	\$1,090,000.00
Total Amount Due from 994 Sask	\$7,640,000.00
Per Diem:	\$ 2,511.78

plus interest in accordance with the terms of the agreements between the parties and costs (including legal fees and disbursements) to the date of payment.

4. The Creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the Debtor consents to an earlier enforcement.

DATED at Saskatoon, Saskatchewan, this 29th day of August, 2025.

BUFFALO RIVER DEVELOPMENT LP,
BY ITS GENERAL PARTNER, BUFFALO RIVER ENTERPRISES CORP.

By its solicitors, McDougall Gauley LLP

Per: 
Name: Paul E. Fedoroff

102056994 Saskatchewan Ltd. hereby consents to the immediate enforcement by Buffalo River Development LP, by its general partner, Buffalo River Enterprises Corp. of its security as described above.

Dated this _____ day of _____, 2025.

102056994 SASKATCHEWAN LTD.

Per: _____

Name: _____

Position: _____

August 29, 2025

ThreeOSix Industrial Services Inc.
c/o 1201 – 409 3rd Avenue South
Saskatoon, SK S7K 5R5

REFER TO: PAUL E. FEDOROFF
DIRECT DIAL: (306) 665-5405
FAX NO.: (306) 664-4431
E-MAIL: pfedoroff@mcdougallgauley.com
ASSISTANT: SHELBY BRAUN
DIRECT DIAL: (306) 665-5422
E-MAIL: sbraun@mcdougallgauley.com
OUR FILE NO.: 577563.2

Dear Sir/Madam:

Re: Buffalo River Development LP, by its general partner, Buffalo River Enterprises Corp. ("BREC") v 102056994 Saskatchewan Ltd. ("994 Sask") and ThreeOSix Industrial Services Inc. ("ThreeOSix Industrial")

We act for BREC in connection with the above captioned matter.

ThreeOSix Industrial executed a guarantee on April 9, 2024, guaranteeing all debts and liabilities, present or future, of 994 Sask, payable on demand, up to the amount of \$4,000,000.00 plus interest from the date of demand at the rate of 12% and costs (on a solicitor and own client basis) (the "Guarantee").

To secure repayment of the indebtedness owed by 994 Sask to BREC, ThreeOSix Industrial executed, among other things, a general security agreement dated April 9, 2024 in favour of BREC (the "Security") granting BREC a security interest over all present and after-acquired personal property of ThreeOSix Industrial.

On August 29, 2025 BREC demanded payment from 994 Sask (the "994 Sask Demand"), the particulars of which are as follows as of August 29, 2025:

Principal Balance	\$6,550,000.00
Accrued Interest	\$1,090,000.00
Total Amount Due from 994 Sask	\$7,640,000.00
Per Diem:	\$ 2,511.78

together with interest and costs (including legal fees and disbursements) as described in the underlying agreements (the "994 Indebtedness"). We enclose a copy of the 994 Sask Demand.

ThreeOSix Industrial is liable to BREC for \$4,000,000.00 of the 994 Indebtedness, together with BREC's legal costs and disbursements basis pursuant to the terms of the Guarantee. BREC hereby demands payment of the \$4,000,000.00 together with ongoing interest at the rate of 12% annum and solicitor-client costs from ThreeOSix Industrial pursuant to the Guarantee (the "Guaranteed Indebtedness").

In addition to the Guaranteed Indebtedness, ThreeOSix Industrial is indebted to BREC in the amount of \$3,913,974.79 (the "**Assigned Indebtedness**") pursuant to an amended assignment agreement among Bank of Montreal, BREC, Royal Bank of Canada, and ThreeOSix Industrial dated October 31, 2024 (the "**Assignment Agreement**"). Pursuant to the Assignment Agreement, the Assigned Indebtedness is secured by, among other things, a security interest in all of ThreeOSix Industrial's present and after-acquired personal property (the "**Assigned Security**"). The Assigned Security was assigned to BREC.

In addition to the Assigned Security, ThreeOSix Industrial executed, among other agreements, a general security agreement in favour of BREC wherein ThreeOSix granted BREC a security interest in all of its present and after-acquired personal property to secure the repayment of any indebtedness owed by ThreeOSix to BREC (the "**General Security Agreement**").

BREC hereby demands payment of the Guarantee Indebtedness and the Assigned Indebtedness from 306 on account of the 994 Sask Demand Letter, the terms of the Guarantee, and ThreeOSix Industrial's defaults under, among other things, the General Security Agreement, the particulars of which include: (i) permitting the company to become insolvent, such that it cannot meet its obligations as and when they come due; (ii) making statements, representations or warranties to BREC which were either incomplete or inaccurate; and (iii) allowing material adverse changes to occur with respect to its business operations. Furthermore, as a result of the foregoing, BREC has reasonable grounds to believe that the collateral that is subject to its Security is, or may become, imperiled or jeopardized.

Enclosed, you will find a notice of intention pursuant to the *Bankruptcy and Insolvency Act* (the "**BIA**") that is hereby served on ThreeOSix Industrial.

If we do not receive payment of the Assigned Indebtedness and the Guarantee Indebtedness, together with ongoing interest and costs (including legal fees and disbursements) within ten days of the date of this letter, BREC will proceed to enforce its rights under, among other things, the Loan Agreement, the Promissory Notes, and the Security. BREC expressly reserves the right to apply to appoint an interim receiver pursuant to sections 46 or 47 of the *BIA* if BREC, in its sole discretion, believes that it is appropriate or necessary to do so.

If ThreeOSix Industrial wishes to pay the Guaranteed Indebtedness, please contact us and we will provide ThreeOSix Industrial with an updated payout statement.

All rights and remedies of BREC, including under the Guarantee and the Security, are expressly reserved. **Furthermore, all future correspondence is to be sent through McDougall Gauley LLP.**

Yours truly,

McDougall Gauley LLP

Per: 
PAUL E. FEDOROFF
PEF/skb
Enclosure

FORM 86
PURSUANT TO THE BANKRUPTCY AND INSOLVENCY ACT, RSC 1985, c B-3
(Subsection 244(1))
NOTICE OF INTENTION TO ENFORCE SECURITY

TO: ThreeOSix Industrial Services Inc.
c/o 1201 – 409 3rd Avenue South
Saskatoon, SK S7K 5R5

TAKE NOTICE THAT:

1. Buffalo River Development LP, by its general partner, Buffalo River Enterprises Corp. (the “**Creditor**”), a secured creditor, intends to enforce its security over the property of ThreeOSix Industrial Services Inc. (the “**Debtor**”) described below:

All present and after acquired personal property

2. The security that is to be enforced is in the form of the security as follows (the “**Security**”):

General Security Agreement dated April 9, 2024

Security assigned the Creditor by Bank of Montreal under an amended assignment agreement dated October 31, 2024

3. The total amount of indebtedness secured by the Security, as of August 29, 2025 was \$7,913,974.79 plus interest on the amount of \$4,000,000 at the rate of 12% per annum and costs (including legal fees and disbursements) to the date of payment.

4. The Creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the Debtor consents to an earlier enforcement.

DATED at Saskatoon, Saskatchewan, this 29th day of August, 2025.

BUFFALO RIVER DEVELOPMENT LP,
BY ITS GENERAL PARTNER, BUFFALO RIVER ENTERPRISES CORP.

By its solicitors, McDougall Gauley LLP

Per: 
Name: Paul E. Fedoroff

ThreeOSix Industrial Services Inc. hereby consents to the immediate enforcement by Buffalo River Development LP, by its general partner, Buffalo River Enterprises Corp. of its security as described above.

Dated this _____ day of _____, 2025.

THREEOSIX INDUSTRIAL SERVICES INC.

Per: _____

Name: _____

Position: _____

This is Exhibit 'AA' referred to in the Affidavit of
Tyrone Rutzki sworn before me this 4th
day of September, 2025.



PAUL E. FEDOROFF
Being a Solicitor in the Province of Saskatchewan **Form No. 4**

AFFIDAVIT OF SERVICE

I, Leona Schwebius, of Saskatoon, Saskatchewan, MAKE OATH AND SAY (or AFFIRM):

Service on party

1 On August 29, 2025, at 4:11 p.m. I served 102056994 Saskatchewan Ltd., with the following:

- a. Demand Letter dated August 29, 2025; and
- b. Notice of Intention pursuant to the *Bankruptcy and Insolvency Act* dated August 29, 2025.

by leaving a copy with Bailey, Manager of Operations at:

1201 - 409 3rd Avenue South

Saskatoon, SK S7K 5R5

2 Attached hereto and marked as Exhibit "A" is a true copy of the Saskatchewan Corporate Profile Report for 102056994 Saskatchewan Ltd. evidencing the above to be its registered office.

3 On August 29, 2025, at 4:11 p.m. I served ThreeOSix Industrial Services Inc. with the following:

- a. Demand Letter dated August 29, 2025; and
- b. Notice of Intention pursuant to the *Bankruptcy and Insolvency Act* dated August 29, 2025.

by leaving a copy with Bailey, Manager of Operations at:

1201 - 409 3rd Avenue South

Saskatoon, SK S7K 5R5

4 Attached hereto and marked as Exhibit "B" is a true copy of the Saskatchewan Corporate Profile Report for ThreeOSix Industrial Services Inc. evidencing the above to be its registered office.

5 On August 29, 2025, at 4:11 p.m. I served Longroad Consulting Limited with the following:

- a. Demand Letter dated August 29, 2025; and
- b. Notice of Intention pursuant to the *Bankruptcy and Insolvency Act* dated August 29, 2025.

by leaving a copy with Bailey, Manager of Operations at:

1201 – 409 3rd Avenue South
Saskatoon, SK S7K 5R5

6 Attached hereto and marked as Exhibit "C" is a true copy of the Saskatchewan Corporate Profile Report for Longroad Consulting Limited evidencing the above to be its registered office.

SWORN (OR AFFIRMED) BEFORE ME)
at Saskatoon, Saskatchewan,)
this 2nd day of September,)
2025.)

Leona Schwebius
Leona Schwebius

A NOTARY PUBLIC

for Saskatchewan.

My commission expires: October 31, 2028



CONTACT INFORMATION AND ADDRESS FOR SERVICE

If prepared by a lawyer for the party:

Name of firm:	MCDUGALL GAULEY LLP
Name of lawyer in charge of file:	PAUL FEDOROFF
Address of legal firm:	500-616 MAIN STREET SASKATOON, SK S7N 0J6
Telephone number:	(306) 665-5405
Fax number:	(306) 652-1323
Email address:	pfedoroff@mcdougallgauley.com



Saskatchewan
Corporate Registry

Entity Number: 102056994

Entity Name: 102056994 SASKATCHEWAN LTD.

This and the following page(s) is Exhibit "A"
referred to in the Affidavit of Leona Schwebius
sworn on this 27 day of September, 2025.

A NOTARY PUBLIC
for the Province of Saskatchewan
My commission expires: 09/29/31/2028

Profile Report

Page 1 of 3

Report Date: 29-Aug-2025

Entity Details

Entity Type	Business Corporation
Entity Subtype	Saskatchewan Corporation
Entity Status	Active
Incorporation Date	07-Aug-2018
Annual Return Due Date	30-Sep-2025
Nature of Business	Holding companies
MRAS Indicator	No



Registered Office Addresses

Physical Address	1201-409 3RD AVE S, SASKATOON, Saskatchewan, Canada, S7K 5R5
Attention To	MLT AIGNS LLP
Mailing Address	102056994 SASKATCHEWAN LTD., 602 48TH ST E, SASKATOON, Saskatchewan, Canada, S7K 6K4
Attention To	SCOTT LONGMUIR

Directors/Officers

SCOTT LONGMUIR (Director)

Effective Date: 07-Aug-2018

Physical Address: 1151 STENSRUD RD,
SASKATOON, Saskatchewan,
Canada, S7W 0E1

Mailing Address: 1151 STENSRUD RD,
SASKATOON, Saskatchewan,
Canada, S7W 0E1

SCOTT LONGMUIR (Officer)

Effective Date: 07-Aug-2018

Physical Address: 1151 STENSRUD RD,
SASKATOON, Saskatchewan,
Canada, S7W 0E1

Mailing Address: 1151 STENSRUD RD,
SASKATOON, Saskatchewan,
Canada, S7W 0E1

Office Held: PRESIDENT



Saskatchewan
Corporate Registry

Profile Report

Entity Number: 102056994

Page 2 of 3

Entity Name: 102056994 SASKATCHEWAN LTD.

Report Date: 29-Aug-2025

Shareholders

Shareholder Name	Mailing Address	Share Class	Shares Held
BUFFALO RIVER DEVELOPMENT LP, BY ITS GENERAL PARTNER, BUFFALO RIVER ENTERPRISES CORP.	201-728 SPADINA CRES E, SASKATOON, SASKATCHEWAN, CANADA, S7K 3H2	CLASS A SHARES - COMMON VOTING	153
LONGROAD CONSULTING LIMITED	602 48TH ST E, SASKATOON, SASKATCHEWAN, CANADA, S7K 6K4	CLASS A SHARES - COMMON VOTING	51

Articles

Minimum Number of Directors: 1 Maximum Number of Directors: 10

Share Structure:

Class Name	Voting Rights	Authorized Number	Number Issued
CLASS A SHARES - COMMON VOTING	Yes	Unlimited	204
CLASS B SHARES - COMMON VOTING	Yes	Unlimited	
CLASS C SHARES - COMMON NON-VOTING	No	Unlimited	
CLASS D SHARES - NON-VOTING REDEEMABLE	No	Unlimited	
CLASS E SHARES - PREFERRED VOTING REDEEMABLE RETRACTABLE	Yes	Unlimited	
CLASS F SHARES - PREFERRED NON-VOTING REDEEMABLE RETRACTABLE	No	Unlimited	
CLASS G SHARES - PREFERRED VOTING REDEEMABLE	Yes	Unlimited	

Event History

Type	Date
Notice of Change of Directors/Officers	21-May-2025
Notice of Change of Directors/Officers	10-Mar-2025



Entity Number: 102056994

Page 3 of 3

Entity Name: 102056994 SASKATCHEWAN LTD.

Report Date: 29-Aug-2025

Notice of Shareholders	06-Jan-2025
Business Corporation - Restoral	19-Dec-2024
Notice of Change of Directors/Officers	05-Dec-2023
Business Corporation - Annual Return	14-Sep-2023
Notice of Change of Registered Office/Mailing Address	30-May-2023
Business Corporation - Annual Return	15-Sep-2022
Notice of Shareholders	15-Sep-2022
Notice of Change of Mailing Address	15-Sep-2022
Business Corporation - Annual Return	24-Aug-2021
Business Corporation - Annual Return	29-Sep-2020
Notice of Change of Directors/Officers	26-Aug-2020
Notice of Change of Registered Office/Mailing Address	26-Aug-2020
Notice of Change of Registered Office/Mailing Address	18-Jun-2020
Notice of Shareholders	18-Jun-2020
Notice of Change of Directors/Officers	18-Jun-2020
Notice of Change of Registered Office/Mailing Address	18-Jun-2020
Notice of Change of Registered Office/Mailing Address	27-Jan-2020
Notice of Shareholders	16-Jan-2020
Business Corporation - Annual Return	27-Aug-2019
Notice of Shareholders	12-Apr-2019
Notice of Shareholders	12-Apr-2019
Notice of Shareholders	14-Aug-2018
Notice of Change of Registered Office/Mailing Address	07-Aug-2018
Notice of Change of Directors/Officers	07-Aug-2018
Business Corporation - Incorporation	07-Aug-2018



Saskatchewan
Corporate Registry

Entity Number: 101304585

Entity Name: THREEOSIX INDUSTRIAL SERVICES INC.

This and the following page(s) is Exhibit "B"
referred to in the Affidavit of Leona Schwebius
sworn on this 2nd day of September, 2025.

Profile Report

A NOTARY PUBLIC

for the Province of Saskatchewan

My commission expires: 2025/31/2028 Page 1 of 4

Report Date: 29-Aug-2025

Entity Details

Entity Type	Business Corporation
Entity Subtype	Saskatchewan Corporation
Entity Status	Active
Incorporation Date	20-May-2016
Annual Return Due Date	30-Jun-2026
Nature of Business	Construction, forestry, mining, and industrial machinery, equipment and supplies merchant wholesalers
MRAS Indicator	No



Registered Office Addresses

Physical Address	1201-409 3RD AVE S, SASKATOON, Saskatchewan, Canada, S7K 5R5
Mailing Address	THREEOSIX INDUSTRIAL SERVICES INC., 602 48TH ST E, SASKATOON, Saskatchewan, Canada, S7K 6K4
Attention To	SCOTT LONGMUIR

Directors/Officers

SCOTT LONGMUIR (Officer)

Effective Date: 24-May-2016

Physical Address: 1151 STENSRUD ROAD,
SASKATOON, Saskatchewan,
Canada, S7W0E1

Mailing Address: 1151 STENSRUD ROAD,
SASKATOON, Saskatchewan,
Canada, S7W0E1

Office Held: PRESIDENT

SCOTT LONGMUIR (Director)

Effective Date: 20-May-2016

Physical Address: 1151 STENSRUD ROAD,
SASKATOON, Saskatchewan,
Canada, S7W0E1

Mailing Address: 1151 STENSRUD ROAD,
SASKATOON, Saskatchewan,
Canada, S7W0E1



Entity Number: 101304585

Page 2 of 4

Entity Name: THREEOSIX INDUSTRIAL SERVICES INC.

Report Date: 29-Aug-2025

Shareholders

Shareholder Name	Mailing Address	Share Class	Shares Held
102056994 SASKATCHEWAN LTD.	205-2100 AIRPORT DRIVE, SASKATOON, SASKATCHEWAN, CANADA, S7L 6M6	A COM	100

Articles

Minimum Number of Directors: 1 Maximum Number of Directors: 10

Share Structure:

Class Name	Voting Rights	Authorized Number	Number Issued
A COM	Yes	Unlimited	100
B COM	Yes	Unlimited	
C COM	No	Unlimited	
D COM	No	Unlimited	
E PRE	No	Unlimited	
F PRE	No	Unlimited	
G PRE	Yes	Unlimited	

Business Names Owned By Corporation

Number	Name	Type
102140032	73 INDUSTRIAL CONSTRUCTION JV	Saskatchewan Business Name - Joint Venture
102125170	MATO INDUSTRIAL CONSTRUCTION JV	Saskatchewan Business Name - Joint Venture
102093548	ONEOFIVE CONSTRUCTION	Saskatchewan Business Name - Joint Venture

Previous Entity Names

Type	Name	Effective Until
Registered Name	THREE-O-SIX INDUSTRIAL SERVICES INC.	02-Apr-2020



Entity Number: 101304585

Page 3 of 4

Entity Name: THREEOSIX INDUSTRIAL SERVICES INC.

Report Date: 29-Aug-2025

Event History

Type	Date
Business Corporation - Annual Return	27-Jun-2025
Notice of Change of Directors/Officers	21-May-2025
Notice of Change of Directors/Officers	10-Mar-2025
Business Corporation - Annual Return	26-Jun-2024
Notice of Change of Directors/Officers	05-Dec-2023
Business Corporation - Annual Return	14-Jun-2023
Notice of Change of Registered Office/Mailing Address	02-May-2023
Business Corporation - Annual Return	09-Jun-2022
Notice of Change of Registered Office/Mailing Address	09-Jun-2022
Business Corporation - Annual Return	04-Jun-2021
Notice of Change of Registered Office/Mailing Address	26-Aug-2020
Notice of Shareholders	18-Jun-2020
Notice of Change of Registered Office/Mailing Address	18-Jun-2020
Notice of Change of Registered Office/Mailing Address	18-Jun-2020
Business Corporation - Annual Return	16-Jun-2020
Notice of Shareholders	21-Apr-2020
Business Corporation - Amend Articles with Name Change	02-Apr-2020
Business Corporation - Annual Return	28-May-2019
Notice of Shareholders	12-Apr-2019
New West Partnership - Change of Attorney	08-Jan-2019
Notice of Change of Directors/Officers	13-Dec-2018
Notice of Change of Directors/Officers	13-Dec-2018
Notice of Shareholders	11-Dec-2018
Notice of Shareholders	23-Nov-2018
Notice of Shareholders	23-Nov-2018
New West Partnership - Extra-provincial Registration	01-Nov-2018
New West Partnership - Reserve Name	31-Oct-2018
Notice of Change of Registered Office/Mailing Address	04-Oct-2018
Business Corporation - Annual Return	18-Jun-2018
Notice of Change of Registered Office/Mailing Address	18-Jun-2018
Notice of Change of Directors/Officers	19-Jun-2017
Business Corporation - Annual Return	19-Jun-2017
Notice of Change of Directors/Officers	19-Jun-2017



Saskatchewan
Corporate Registry

Profile Report

Entity Number: 101304585

Page 4 of 4

Entity Name: THREEOSIX INDUSTRIAL SERVICES INC.

Report Date: 29-Aug-2025

Resignation of Director	13-Jun-2017
Notice of Shareholders	13-Jun-2017
Business Corporation - File Unanimous Shareholder Agreement	01-Jul-2016
Notice of Shareholders	24-Aug-2016
Notice of Shareholders	24-May-2016
Notice of Change of Directors/Officers	24-May-2016
Business Corporation - Incorporation	20-May-2016



Saskatchewan
Corporate Registry

Entity Number: 101239490

Entity Name: LONGROAD CONSULTING LIMITED

This and the following page(s) is Exhibit "C"
referred to in the Affidavit of Leona Schwebius
sworn on this 24 day of September, 2025.

A NOTARY PUBLIC
for the Province of Saskatchewan
My commission expires: October 31, 2028

Profile Report

Page 1 of 2

Report Date: 15-Jul-2025

Entity Details

Entity Type	Business Corporation
Entity Subtype	MRAS Corporation
Entity Status	Active
Registration Date	26-Aug-2013
Entity Number in Home Jurisdiction	8587094
Entity Name in Home Jurisdiction	LONGROAD CONSULTING LIMITED
Home Jurisdiction	Canada
Incorporation/Amalgamation Date in Home Jurisdiction	22-Jul-2013
Annual Return Due Date	31-Aug-2025
Nature of Business	HOLDING COMPANY



Registered Office Addresses

Physical Address	1201 - 409 3 AVENUE SOUTH, SASKATOON, Saskatchewan, Canada, S7K 5R5
Mailing Address	LONGROAD CONSULTING LIMITED, 1151 STENSRUD ROAD, SASKATOON, Saskatchewan, Canada, S7W 0E1
Attention To	SCOTT LONGMUIR

Directors/Officers

SCOTT LONGMUIR (Director)

Effective Date:

Physical Address:	1151 STENSRUD RD., SASKATOON, Saskatchewan, Canada, S7W0E1
Mailing Address:	1151 STENSRUD RD., SASKATOON, Saskatchewan, Canada, S7W0E1

Notes

Date
6/26/2020 5:11:34 PM

Note
Entity type converted in June 2020 due to NWP/MRAS initiative.



Saskatchewan
Corporate Registry

Profile Report

Entity Number: 101239490

Page 2 of 2

Entity Name: LONGROAD CONSULTING LIMITED

Report Date: 15-Jul-2025

Event History

Type	Date
Business Corporation - Annual Return	24-Oct-2024
Business Corporation - Annual Return	31-Aug-2023
Notice of Change of Registered Office/Mailing Address	06-Jun-2023
Business Corporation - Annual Return	25-Jul-2022
Business Corporation - Annual Return	12-Oct-2021
Business Corporation - Annual Return	24-Aug-2020
Business Corporation - Annual Return	24-Jul-2019
Notice of Change of Registered Office/Mailing Address	20-Mar-2019
Business Corporation - Annual Return	20-Aug-2018
Notice of Change of Registered Office/Mailing Address	20-Aug-2018
Business Corporation - Annual Return	14-Aug-2017
Business Corporation - Annual Return	16-Aug-2016
Business Corporation - Restoral	05-Oct-2015
Notice of Change of Directors/Officers	18-Sep-2013
Business Corporation - Extra-provincial Registration	26-Aug-2013

This is Exhibit 'BB' referred to in the Affidavit of
Tyrone Rutzki sworn before me this 4th
day of September, 2025.

COURT FILE **KBG-SA-_____ -2025**
NUMBER

COURT OF KING'S BENCH FOR SASKATCHEWAN
IN BANKRUPTCY AND INSOLVENCY

JUDICIAL **SASKATOON**
CENTRE



PAUL E. FEDOROFF
Being a Solicitor in the Province of Saskatchewan

APPLICANT **BUFFALO RIVER DEVELOPMENT LP, by its general**
partner, BUFFALO RIVER ENTERPRISES CORP.

RESPONDENTS **THREEOSIX INDUSTRIAL SERVICES INC. and 102056994**
SASKATCHEWAN LTD.

IN THE MATTER OF THE RECEIVERSHIP OF THREEOSIX INDUSTRIAL
SERVICES INC. and 102056994 SASKATCHEWAN LTD.

CONSENT TO APPOINTMENT

BDO Canada Limited, hereby consents to its appointment as Court-appointed receiver in the event that this Court is prepared to so order on substantially those terms set out in the proper form of Order filed in support of this application.

DATED at Winnipeg, Manitoba, this 3rd day of September, 2025.

BDO CANADA LIMITED

Per: 

Brent Warga, CPA, CA, CIRP, LIT
Senior Vice President

CONTACT INFORMATION AND ADDRESS FOR SERVICE

Name of firm:	McDougall Gauley LLP
Name of lawyer in charge of file:	Paul E. Fedoroff
Address of legal firm:	500-616 Main Street, Saskatoon, SK S7H 0J6
Telephone number:	(306) 665-5405
Fax number (if any):	(306) 652-1323
E-mail address (if any):	pfedoroff@mcdougallgauley.com