Clerk's Stamp:

COURT FILE NUMBER	2503 08529
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	EDMONTON
PLAINTIFF	**SERVUS CREDIT UNION LTD.**
DEFENDANTS	**2353824 ALBERTA LTD. and WARD FARNUM FLEMING**
DOCUMENT	**AFFIDAVIT IN SUPPORT OF APPLICATION FOR APPOINTMENT OF A RECEIVER**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Dentons Canada LLP 2500 Stantec Tower 10220 – 103 Avenue Edmonton, Alberta T5J 0K4 Ph. (780) 423-7219 Fx. (780) 423-7276 File No.: 405692-628 Lawyer: Tom Gusa

JUDICIAL CENTRE OF EDMONTON
FILED DIGITALLY
2503 08529
May 7, 2026
3:45 PM
CLERK OF THE COURT

Sworn (or affirmed) on May 6, 2026

I, Bill Moore, of the City of Calgary, in the Province of Alberta, MAKE OATH AND SAY THAT:

1. I am a Senior Manager, Special Loans for Servus Credit Union Ltd. ("**Servus**"), the Plaintiff in these proceedings, and as such have knowledge of the facts and matters hereinafter deposed to by me, except where stated to be based upon information and belief and where so stated I do verily believe the same to be true.

2. The Defendants, 2353824 Alberta Ltd. (the "**Borrower**"), and Ward Farnum Fleming ("**Fleming**"), are customers and/or debtors of Servus. I am currently the person at Servus directly responsible for the administration of the accounts of the Defendants insofar as the matters raised in the Statement of Claim in these proceedings.

3. I am authorized to make this Affidavit on behalf of Servus.

4. I swear this Affidavit as a supplement to the Affidavit sworn by me in these proceedings on September 24, 2025 (the "**Affidavit of Default**"). All defined terms within the Affidavit of Default shall have the same meaning herein unless otherwise stated.

5. I make this Affidavit in support of an application for the appointment of BDO Canada Limited ("**BDO**") as Receiver of the undertakings, property (real and personal) and assets of the Borrower.

6. The Borrower is a company incorporated pursuant to the laws of Alberta, which carries business in and around Fort MacMurray, Alberta, with a registered office in Edmonton, Alberta. Attached hereto and marked as **Exhibit "A"** is a true copy of Alberta Corporate Registry search results for the Borrower.

7. Fleming is the sole director of the Borrower.

OPERATIONS AND BACKGROUND

8. The Borrower is the owner of a commercial/industrial building complex located at 145 MacDonald Crescent, Fort McMurray, Alberta (the "**Building**"). The Building is located upon Lands, which are held as security by Servus for the indebtedness of the Borrower.

9. The Lands and Building are currently subject to a judicial listing granted in this action pursuant to a Consent Redemption Order filed January 16, 2026 (the "**Judicial Listing**").

10. For the reasons set out below, the Judicial Listing has become a dynamic and deteriorating situation, and is now an impractical, uncertain and uneconomical methodology for Servus to realize on its security, and as a result, Servus seeks the appointment of BDO as the Receiver of the Borrower and its assets, including the Lands and Building.

THE LOANS AND SECURITY

11. Attached to my Affidavit and marked as **Exhibit "B"** is a true copy of entries made in the usual and ordinary course of business of Servus in books or records which were at the time of the making of the entries one of the ordinary books or records of Servus. The books or records are in the custody and control of Servus. Exhibit "B" evidences the Indebtedness.

12. Attached hereto and marked as **Exhibit "C"** is a true copy of the land title certificate in respect of the Lands.

13. As further security for the payment and performance of all debts, liabilities, and obligations of the Borrower to Servus, howsoever arising (present and future, absolute and contingent, direct and indirect), including the Indebtedness, by a General Security Agreement dated January 25, 2023 (the "**Borrower GSA**"), the Borrower granted to Servus a security interest in all of its present and after-acquired real and personal property, and all proceeds thereof. The Borrower GSA secures all of the Indebtedness. Attached hereto and marked as **Exhibit "D"** is a true copy of the Borrower GSA.

14. Attached to my Affidavit and marked as **Exhibit "E"** is a copy of an Alberta Personal Property Registry search result with respect to the Borrower.

APPOINTMENT OF RECEIVER

15. The Building is made up of two large one-floor multi-tenant commercial/industrial structures, approximately 13,800 square feet in size, and located upon a 1.5 acre parcel of land which makes up the connected storage yard upon the Lands (the "**Yard**").

16. My understanding is that the Borrower's primary business is as the landlord of the Building and the Lands.

17. The Judicial Listing became active on January 23, 2026, and the Lands and Building are presently listed for sale at a list price of $3,999,999.00, with Susan Lore of Coldwell Banker United in Fort McMurray (the "**Realtor**").

18. On March 10, 2026, Servus obtained a Preservation Order in this Action (the "**Preservation Order**"), as a result of certain events that occurred in early March 2026 in relation to the preservation and security of the Building, which include:

    (a) the Realtor advising that the Defendants had locked out the tenants of the Building, which include certain specific tenants and certain individuals that were storing equipment and other belongings upon the Lands;

    (b) the Realtor observed that the main door of the Building was unlocked, and that the premises was occupied by unknown individuals; and

    (c) neither the Realtor, the Defendants or the Plaintiff could identify these unknown individuals, and that they were not actual tenants of the Building.

    In turn, the Defendants supported Servus obtaining the Preservation Order and the securement of the Building. Attached hereto and marked as **Exhibit "F"** is a true copy of the Preservation Order, and the affidavit sworn in support of Servus' application to obtain the Preservation Order.

19. Pursuant to the Preservation Order, Servus appointed Hilltop Property Management as the Property Manager for the Building (the "**Property Manager**").

20. Since obtaining the Preservation Order, both the complexity of the situation at the Building and the ambivalence of the Defendants has increased dramatically, which combined, in my view, necessitate the appointment of BDO as Receiver over the Borrower's assets.

21. To the best of my information, and based upon information received from the Realtor and the Property Manager as at the date of swearing this affidavit, which information I do verily believe:

    (a) the primary tenant in the Building is referred to as "BMAC" ("**BMAC**");

    (b) BMAC was locked out of the Building by the Borrower in early March of this year for non-payment of rent, and a significant volume of BMAC's equipment and belongings remain within the Building and in the Yard, which the Defendants refuse to release to BMAC;

    (c) the principal of BMAC, who goes by "Bernie" ("**Bernie**"), also personally operated a tire shop out of the Building, and certain equipment and belongings of Bernie's remain within the Building and in the Yard, which the Defendants also refuse to release;

(d) an individual known as Troy Hibbs operated an appliance repair business within the Building, and certain equipment and belongings belonging to Mr. Hibbs remain within the Building, which the Defendants also refuse to release;

(e) the Building contains a significant volume of items generally, including several vehicles; and

(f) the Yard is scattered with what can only be presumed to be equipment and belongings owned by third parties, including several other vehicles.

22. I am further advised by the Property Manager, and do verily believe, that:

(a) on April 19, 2026, the Property Manager attended the Building and observed that the lock on the gate to the Yard had been removed and stolen, and the primary door to the Building was unlocked, and a "Vac Truck" owned by BMAC (the "**Vac Truck**"), of a very significant value, had been removed from the site;

(b) the Property Manager contacted Bernie, who advised that he was at the subject property to remove certain equipment, and upon noticing an open overhead door on one of the warehouse bays, he took the opportunity to remove the Vac Truck;

(c) BMAC's presence upon the Lands generally, and the removal of the Vac Truck, was not pre-approved by the Property Manager, or by the Defendants to the best of my knowledge; and

(d) the Property Manager otherwise has no information about who removed the lock and accessed the Building prior to its attendance on April 19, 2026.

23. I am advised by the Property Manager, and do verily believe, that the Property Manager has received, and continues to receive, numerous requests by third parties to remove their equipment and belongings from the Lands (a "**Removal Request**").

24. Given that the Property Manager and Servus have no rights to act as the owner of the Building, and only as a foreclosing mortgagee with the right to preserve the collateral, each Removal Request is then provided to Fleming and/or his legal counsel for approval.

25. Most, if not all, of the Removal Requests provided to Fleming for approval are ignored or denied. As a result, the Defendants appear to have created a situation where the tenants of the Building are using "self-help" to retake possession of their belongings as described by way of example in paragraph 22 hereof, and I expect the situation will only worsen over time.

26. Further, upon the eventual sale of the Lands, the purchaser will require vacant possession, requiring the removal of all equipment and other items from the Lands. Based on their actions to date, I have serious concerns that the Defendants will not cooperate with, or facilitate, the removal of any tenant equipment from the Lands with any commercially reasonable effort. If this were to occur, it would become a "logistical nightmare", and extremely expensive, for Servus and the Property Manager to facilitate the removal of these items, and to ascertain their proper owners.

27. I also have serious concerns regarding the Defendants efforts to collect any unpaid rents from the tenants (the "**Rent Arrears**"), which rents form part of Servus' collateral, and should be paid directly to Servus pursuant to the assignment of rents granted to Servus by the Borrower.

28. I am further advised by the Realtor and Property Manager, and do verily believe:

(a) on or about March 19, 2026, it was discovered that there were material water issues inside of the Building, which has resulted in recent flooding on numerous occasions (the "**Flooding**");

(b) the Property Manager has taken steps to remediate any damage resulting from the Flooding, and to identify and fix the source of the issue; and

(c) it appears that the Defendants have submitted an insurance claim for the possible damage resulting from the Flooding to their insurer, Intact Insurance, as an individual from Intact and an adjuster have reached out seeking to access the Building to assess the damage (the "**Insurance Claim**"), which access was facilitated.

29. Given their actions to date, I have lost faith in management and in the Defendants' ability and willingness to properly manage or pursue the Insurance Claim with commercially reasonable effort, which could jeopardize the value of Servus' collateral.

30. For the reasons set out above, it is my view that the appointment of BDO as Receiver of the Borrower is necessary, and will be the most cost-effective and viable methodology going forward to facilitate the preservation of the Lands, the Removal Requests, the collection of the Rent Arrears, the remediation of any damage resulting from the Flooding, ensuring the Insurance Claim is being properly managed, and to generally market and sell the Lands.

31. I am also respectfully of the view that it is just and convenient to appoint a Receiver in these circumstances, and that such an appointment is necessary for the protection of the estate of the Borrower and Servus' interests.

32. The value of Servus' collateral may be compromised if not preserved by an independent third party such as a Receiver.

33. I am of the view that, given the nature of Servus' collateral and the ongoing situation with the Building, it has become impractical to easily and economically realize upon Servus' collateral without the use of an independent third party such as a Receiver.

34. Each of the Mortgage and Borrower GSA (collectively, the "**Security**") allow and provide for the appointment of a Receiver or a Receiver and Manager of the undertakings, property (real and personal) and assets of the Borrower.

35. The Borrower is in default of its obligations to Servus.

36. The time period applicable to the demand and notice regarding the Security has expired.

37. I have spoken to David Lewis of BDO regarding that firm acting as a Receiver of the undertaking, property (real and personal) and assets of the Borrower. BDO has advised that it is prepared to consent to act as Receiver in this matter. Servus supports the appointment of BDO as the Receiver of the undertakings and property of the Borrower.

38. I make this Affidavit *bona fide* in support of an application for the appointment of a receiver in these proceedings.

SWORN before me at the City of Calgary, in the Province of Alberta this 6 day of May, 2026.	
A Commissioner for Oaths in and for the Province of Alberta	BILL MOORE

CLAIRE EMERY
Student-At-Law

This is **Exhibit "A"** referred to in the
Affidavit of Bill Moore
Sworn before me this 6 day of May, 2026

A Commissioner for Oaths in and for Alberta

CLAIRE EMERY
Student-At-Law

Government of Alberta ■

Corporation/Non-Profit Search
Corporate Registration System

Date of Search: 2026/05/06
Time of Search: 08:35 AM
Search provided by: DENTONS CANADA LLP
Service Request Number: 47137215
Customer Reference Number: 405692-628 TLG/sg

Corporate Access Number: 2023538248
Business Number: 795209709
Legal Entity Name: 2353824 ALBERTA LTD.

Legal Entity Status: Active
Alberta Corporation Type: Numbered Alberta Corporation
Registration Date: 2021/06/08 YYYY/MM/DD

Registered Office:
Street: 2100, 10104 - 103 AVENUE NW
City: EDMONTON
Province: ALBERTA
Postal Code: T5J0H8

Email Address: DENNIS@ALTURALEGAL.CA

Primary Agent for Service:

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
SCHMIDT	DENNIS	R.		2100, 10104 - 103 AVENUE NW	EDMONTON	ALBERTA	T5J0H8	DENNIS@ALTURALEGAL.CA

Directors:

Last Name: FLEMING
First Name: WARD
Street/Box Number: 6415 75 ST
City: EDMONTON
Province: ALBERTA
Postal Code: T6E0T3

Voting Shareholders:

Legal Entity Name:	W.F. FLEMING HOLDINGS LTD.
Corporate Access Number:	2010192538
Street:	6415 75 ST NW
City:	EDMONTON
Province:	ALBERTA
Postal Code:	T6E0T3
Percent Of Voting Shares:	100

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure:	SEE SCHEDULE "A"
Share Transfers Restrictions:	NO SHARES SHALL BE TRANSFERRED WITHOUT THE PRIOR APPROVAL OF A MAJORITY OF THE DIRECTORS OF THE CORPORATION.
Min Number Of Directors:	1
Max Number Of Directors:	10
Business Restricted To:	NONE
Business Restricted From:	NONE
Other Provisions:	SEE SCHEDULE "B"

Holding Shares In:

Legal Entity Name
LONGHORN PROJECTS INC.

Other Information:

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2024	2025/03/20

Outstanding Returns:

Annual returns are outstanding for the 2025 file year(s).

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2021/06/08	Incorporate Alberta Corporation
2021/06/08	Update Business Number Legal Entity
2024/08/27	Change Director / Shareholder
2025/03/20	Enter Annual Returns for Alberta and Extra-Provincial Corp.
2026/01/29	Change Address
2026/01/29	Change Agent for Service

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2021/06/08
Other Rules or Provisions	ELECTRONIC	2021/06/08

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

This is **Exhibit "B"** referred to in the
Affidavit of Bill Moore
Sworn before me this 6 day of May, 2026

A Commissioner for Oaths in and for Alberta

CLAIRE EMERY
Student-At-Law

Commercial Special Loans
200, 2850 Sunridge Blvd NE
Calgary, AB T1Y 6G2
P. 403.501.7539
F. 403.520.2160
E. bill.moore@servus.ca

May 4th, 2026

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

2353824 Alberta Ltd. (Ward Fleming) – PAYOUT STATEMENT
6415 75 Street
Edmonton, AB T6E 0T3

Amounts owing as of May 4th, 2026:

EXCEPTING OMISSIONS AND ERRORS

Member# 3118576	**Account#**	**723112722100**	
Principal Outstanding			$ 3,780.954.73
Interest Outstanding			$ 508,583.79
Subtotal			$ 4,289538.52
Total Payable as of	**May 4th, 2026**		**$4,289,538.79**
Per Diem: $ 875.32			

Member# 3118576	**Account#**	**723113982307**	
Principal Outstanding			$20,035.17
Interest Outstanding			$ 255.79
Subtotal			$ 20,290.96
Total Payable as of	**May 4th, 2026**		**$ 20,290.96**
Per Diem: $ 3.24			
*Realization Account			

TOTAL INDEBTEDNESS: **$ 4,309,829**

*Note: This does not include unbilled or unpaid legal invoices.
Please contact the undersigned on the date funds are to be forwarded to obtain an exact payout figure. The payout payment must be received by 3:00 p.m. on the date payout is to be advanced, otherwise, please add on appropriate per diem interest for any extra day(s). (i.e. Please allow for weekends.) Please ensure the payout is sent to the attention of the undersigned at the address listed on the first page of this letter with attention to: Operational Support Services – Credit Admin Support.

Yours truly,
Servus Credit Union Ltd.

Bill Moore
Commercial Special Loans Manager
Credit & Special Loans

This is **Exhibit "C"** referred to in the
Affidavit of Bill Moore
Sworn before me this 6 day of May, 2026

A Commissioner for Oaths in and for Alberta

CLAIRE EMERY
Student-At-Law

LAND TITLE CERTIFICATE

S

LINC	SHORT LEGAL	TITLE NUMBER
0014 844 451	7620533;20;4	232 161 374

LEGAL DESCRIPTION
PLAN 7620533
BLOCK 20
LOT 4
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 0.643 HECTARES (1.59 ACRES) MORE OR LESS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;9;88;26;NW
ATS REFERENCE: 4;9;88;27;NE
ATS REFERENCE: 4;9;88;34;SE

MUNICIPALITY: REGIONAL MUNICIPALITY OF WOOD BUFFALO (FORT MCMURRAY)

REFERENCE NUMBER: 132 093 109

REGISTERED OWNER(S)

REGISTRATION	DATE(DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
232 161 374	23/05/2023	TRANSFER OF LAND	$3,920,000	$3,920,000

OWNERS

2353824 ALBERTA LTD.
OF 29 BRAESIDE TERRACE
SHERWOOD PARK
ALBERTA T8A 3V6

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
762 011 893	21/01/1976	ZONING REGULATIONS BY - HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY DEPARTMENT OF TRANSPORT
232 161 375	23/05/2023	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES

(CONTINUED)

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
		CAVEATOR - CONNECT FIRST CREDIT UNION LTD. C/O DENTONS CANADA LLP 1500, 850 2ND STREET SW CALGARY ALBERTA T2P0R8 AGENT - SAMANTHA MORDEN
232 272 395	08/09/2023	MORTGAGE MORTGAGEE - CONNECT FIRST CREDIT UNION LTD. P.O. BOX 908 CALGARY ALBERTA T2P2J6 ORIGINAL PRINCIPAL AMOUNT: $3,920,000
232 272 396	08/09/2023	POSTPONEMENT OF CAVE 232161375 TO MORT 232272395
252 132 620	22/05/2025	CONSTRUCTION LIEN LIENOR - ADNIL VENTURES LTD. 68 QUESNELL CRESCENT NW EDMONTON ALBERTA T5R5N9 AGENT - FRANK AUSTIN AMOUNT: $25,707 RECEIVED 11 APRIL 2025
262 133 656	30/04/2026	TAX NOTIFICATION BY - REGIONAL MUNICIPALITY OF WOOD BUFFALO. 9909 FRANKLIN AVENUE FORT MCMURRAY, ALBERTA T9H2K4

TOTAL INSTRUMENTS: 006

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 6 DAY OF MAY, 2026 AT 08:43 A.M.

ORDER NUMBER: 57058561

CUSTOMER FILE NUMBER: 405692-628

END OF CERTIFICATE

(CONTINUED)

This is **Exhibit "D"** referred to in the
Affidavit of Bill Moore
Sworn before me this 6 day of May, 2026

A Commissioner for Oaths in and for Alberta

connectFirst
credit union

GENERAL SECURITY AGREEMENT

Connect First Credit Union Ltd.
(hereinafter called the "Credit Union")
P.O. Box 908
Calgary, Alberta T2P 2J6
096 Branch
Member No. ____________________

Borrower(s): **2353824 ALBERTA LTD.**

1. DEFINITIONS

(a) All capitalized terms used in this agreement ("Agreement") including any schedules ("Schedules") annexed hereto shall, except where defined herein, be interpreted pursuant to their respective meanings when used in the Personal Property Security Act of Alberta in force at the date of this Agreement ("PPSA").

(b) In this Agreement:

(i) "Account Debtor" means a debtor of the Debtor on an Intangible, Chattel Paper or Account, or any obligor of the Debtor on an Instrument;
(ii) "Agreed Rate' means the rate of interest payable under the document(s) evidencing the Indebtedness and in the event such document(s) bear different rates of interest the "Agreed Rate" shall mean the highest of such interest rates;
(iii) "Consumer Goods" means those goods that are used or acquired by the Debtor for use primarily for his personal, family or household purposes;
(iv) "Debtor" means the "Borrower(s)";
(v) "Encumbrances" means any Security Interest, mortgages, liens, claims, charges and other encumbrances affecting the Collateral including Permitted Encumbrances but excluding the Security Interest created hereby;
(vi) "Permitted Encumbrances" means any Encumbrances which are described in Schedule "C" and any others approved in writing by the Credit Union prior to their creation or assumption, and
(vii) "Receiver" includes a Receiver-Manager.

2. SECURITY INTEREST

(a) For value received, the Debtor hereby grants to the Credit Union, by way of mortgage, charge and assignment, a Security Interest in the undertaking of the Debtor and in all Goods (including all parts, accessories, attachments, special tools, additions and Accessions thereto), Chattel Paper, Documents of Title (whether negotiable or not), Instruments, Intangibles, Money, Securities and other property now or hereafter owned or acquired by or on behalf of the Debtor (including such as may be returned to or repossessed by the Debtor) and in all Proceeds thereof, (herein collectively called the "Collateral"), including, without limitation, all of the following property now or hereafter owned or acquired by or on behalf of the Debtor:

(i) all property described in Schedule "A";
(ii) all Inventory;
(iii) all Equipment, including, without limitation, all machinery, tools, apparatus, plant, furniture, Fixtures and vehicles of whatsoever nature or kind;
(iv) all Accounts, including, without limitation, all book accounts and book debts and generally all accounts, debts, dues, claims, choses in action, judgements and demands of every nature and kind howsoever arising or secured including letters of credit and advices of credit, which are now due, owing or accruing due to or owned by or which may hereafter become due, owing or accruing due to or owned by the Debtor;
(v) all deeds, documents, writings, papers and books of account and other books relating to or being records of Accounts, Chattel Paper, Instruments or Documents of Title or by which such are or may hereafter be secured, evidenced, acknowledged or made payable;
(vi) all contractual rights and insurance claims and all goodwill, patents, trademarks, copyrights, and other intellectual property; and
(vii) all crops and livestock including all crops that are or which hereafter become crops on any real property described in Schedule "B".

(b) Any reference to "Collateral" shall, unless its context otherwise requires, be deemed a reference to "Collateral or any part thereof".

(c) The Security Interest granted hereby shall not extend or apply to and the Collateral shall not include the last day of the term of any lease or agreement therefore but upon the enforcement of the Security Interest the Debtor shall stand possessed of such last day in trust to assign the same to any person acquiring such term.

(d) The Security Interest granted hereby shall not extend or apply to and the Collateral shall not include the Debtor's Consumer Goods except for any described in Schedule "A".

3. INDEBTEDNESS SECURED

The Security Interest granted hereby secures payment of any and all obligations, indebtedness and liabilities of the Debtor to the Credit Union whether present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever incurred and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether the Debtor is bound alone or with another or others and whether as principal or surety (hereinafter collectively called the "Indebtedness").

4. DEBTOR'S REPRESENTATIONS AND WARRANTIES

The Debtor represents and warrants and so long as this Agreement remains in effect continuously represents and warrants that:

(a) the Collateral is genuine and owned by the Debtor free of all Encumbrances except Permitted Encumbrances;

(b) each Account, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same and the amount represented by the Debtor to the Credit Union from time to time as owing by each Account Debtor is the correct amount actually and unconditionally owing by such Account Debtor;

(c) there is no litigation, proceeding or dispute pending or to the knowledge of the Debtor threatened against or affecting the Debtor or the Collateral, the adverse determination of which might materially and adversely affect the Debtor's financial condition or impair the Debtor's ability to perform its obligations hereunder;

(d) the name(s) of the Debtor(s) is(are) accurately and fully set out above, and the Debtor is not known by any other name(s), and

(e) there is no provision in any agreement to which the Debtor is a party, nor to the knowledge of the Debtor is there any statute, rule or regulation, or any judgement, decree or order of any court binding on the Debtor, which would be contravened by the execution and delivery of this Agreement.

5. DEBTOR'S COVENANTS

The Debtor covenants and agrees;

(a) to defend the Collateral (except Collateral dealt with as permitted by clause 7 hereof) against the claims and demands of all other parties claiming the same or an interest therein;

(b) to keep the Collateral free from all Encumbrances except Permitted Encumbrances;

(c) subject to clause 7 hereof, not to sell, exchange, transfer, assign, lease, or otherwise dispose of Collateral or any interest therein without the prior written consent of the Credit Union;

(d) to notify the Credit Union promptly of:

  (i) any change in the information contained herein or in the Schedules relating to the Debtor, the Debtor's name, the Debtor's business or Collateral;
  (ii) the details of any significant acquisition of Collateral;
  (iii) the details of any claims or litigation affecting the Debtor or Collateral;
  (iv) any loss or damage to Collateral;
  (v) any default by any Account Debtor in payment or other performance of his obligations with respect to Collateral, and
  (vi) the return to or repossession by the Debtor of Collateral;

(e) to keep the Collateral in good order, condition and repair and not to use Collateral in violation of the provisions of this Agreement or any other agreement relating to the Collateral or any policy insuring the Collateral or any applicable statute, law, bylaw, rule, regulation or ordinance;

(f) to pay all taxes, rates, levies, assessments and other charges of every nature which may be lawfully levied, assessed or imposed against or in respect of the Debtor or Collateral as and when the same become due and payable;

(g) to punctually make all payments and perform all obligations in any lease by the Debtor and under any agreement charging property of the Debtor;

(h) to prevent Collateral from being or becoming a Fixture or an Accession to other property that is not Collateral;

(i) to carry on and conduct the business of the Debtor in a proper and efficient manner so as to protect and preserve the Collateral and to keep, in accordance with the Canadian Accounting Standards for Private Enterprises, consistently applied, proper books of account for the Debtor's business as well as accurate and complete records concerning the Collateral;

(j) to deliver to the Credit Union from time to time promptly upon request:

(i) any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to the Collateral;
(ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to the Collateral for the purpose of inspecting, auditing or copying the same;
(iii) all financial statements prepared by or for the Debtor regarding the Debtor's business;
(iv) all policies and certificates of insurance relating to the Collateral, and
(v) such information concerning the Collateral, the Debtor and the Debtor's business and affairs as the Credit Union may reasonably request;

(k) not to remove any of the Collateral from the Province of Alberta without the prior written consent of the Credit Union;

(l) in the event the value of the Collateral shall be materially reduced, to immediately reduce the amount of the Indebtedness by an amount determined by the Credit Union;

(m) if the Collateral includes crops and livestock, in addition to the Debtor's other obligations regarding Collateral:

(i) to do all acts which may be necessary to attend to, care for, raise and fatten the livestock and to grow, cultivate, spray, irrigate, cut, harvest, pick, clean, preserve and protect the crops, all according to the most approved methods of farming husbandry and to keep the farm(s) on which the Collateral is located free of noxious weeds and grasses, and maintain the present buildings and improvements on the said farm(s) in good condition and repair;
(ii) to provide suitable range, pasture and feed for all livestock and care for and protect them from disease, damage, injury, death destruction by weather, wild animals, theft or other cause;
(iii) to pay, when due, all obligations incurred for labour or material or otherwise in the care or feeding or shearing of such livestock, and
(iv) at the request of the Credit Union, to deliver to the Credit Union the Debtor's Canadian Wheat Board producer's permit book and to assign to the Credit Union all of the Debtor's rights thereunder, and

(n) to permit the Credit Union, by its officers or authorized agents, at any time, and from time to time, as often as the Credit Union in its sole discretion may determine, to enter the premises owned or occupied by the Debtor for the purpose of inspecting the Collateral and the operation of the Debtor's business.

6. INSURANCE

The Debtor shall insure and keep insured against loss or damage by fire or other insurable hazards the Collateral to the extent of its full insurable value, and shall maintain such other insurance as the Credit Union may reasonably require. The loss under the policies of insurance shall be made payable to the Credit Union as its interest may appear and the insurance shall be written by an insurance company approved by the Credit Union in terms satisfactory to the Credit Union and the Debtor shall provide the Credit Union with copies of the same. The Debtor shall pay all premiums and other sums of money necessary for such insurance as they become due and deliver to the Credit Union proof of said payment, and shall not allow anything to be done by which the policies may become vitiated. Upon the happening of any loss or damage the Debtor shall furnish at its expense all necessary proofs and shall do all necessary acts to enable the Credit Union to obtain payment of the insurance monies.

7. DEALING WITH COLLATERAL

The Debtor shall not sell, exchange, transfer, assign, lease or otherwise dispose of that Collateral described in Schedule "A" except with the prior written consent of the Credit Union which consent may be arbitrarily withheld. Until but not after Default the Debtor may deal with Collateral, other than that Collateral described in Schedule "A", in the ordinary course of the Debtor's business in any manner not inconsistent with the provisions of this Agreement, provided that the Debtor may only sell, exchange, transfer, assign, lease or otherwise dispose of such Collateral for fair value on commercially reasonable terms and provided that all cash Proceeds therefrom are immediately deposited with the Credit Union.

8. COLLATERAL IN POSSESSION OF CREDIT UNION, RECEIVER OR SHERIFF

If Collateral is at any time in the possession of the Credit Union, a Receiver or Sheriff, the Credit Union, Receiver or Sheriff in possession, as the case may be:

(a) shall not be required to take any steps to preserve any rights against other parties to any Chattel Paper, Security, or Instrument constituting Collateral;

(b) shall not be required to keep the Collateral identifiable, and

(c) may use the Collateral in any manner and to any extent the Credit Union, in its sole discretion, deems advisable.

9. SECURITIES

If the Collateral at any time includes Securities, the Debtor authorizes the Credit Union to transfer the same or any part thereof into its own name or that of its nominee(s) so that the Credit Union or its nominee(s) may appear of record as the sole owner thereof; provided that, until Default, the Credit Union shall promptly deliver to the Debtor all notices or other communications received by it or its nominee(s) as such registered owner and, upon demand and receipt of payment of any necessary expenses thereof, shall issue to the Debtor or its order a proxy to vote and take all action with respect to such Securities. After Default, the Debtor waives all rights to receive any notices or communications received by the Credit Union or its nominee(s) as such registered owner and agrees that no proxy issued by the Credit Union to the Debtor or its order as aforesaid shall thereafter be effective.

10. COLLECTION FROM ACCOUNT DEBTORS

Before of after Default, the Credit Union may notify any Account Debtor of this Security Interest and may direct such Account Debtor to make all payments to the Credit Union. The Debtor acknowledges that any payments on or other Proceeds of the Collateral received by the Debtor from any Account Debtor, whether before or after notice of this Security Interest is given to such Account Debtor and whether before or after Default, shall be received and held by the Debtor in trust for the Credit Union and shall be turned over to the Credit Union upon request. The Debtor agrees that it will not commingle any Proceeds of or payments on the Collateral with any of the Debtor's funds or property, but will hold them separate and apart.

11. OTHER TERMS

This Agreement includes the terms, if any, which are contained in Schedule "D".

12. APPLICATION OF MONIES

All Monies collected or received by the Credit Union pursuant to or in exercise of any right it possesses with respect to the Collateral shall be applied on account of the Indebtedness in such manner as the Credit Union may in its sole discretion determine or, at the option of the Credit Union, may be held unappropriated in a collateral account or released to the Debtor, all without prejudice to the liability of the Debtor or the rights of the Credit Union hereunder, and any surplus shall be accounted for as required by law.

13. DEFAULT

The happening of any of the following events shall constitute default ('Default") hereunder:

(a) non-payment when due, whether by acceleration, demand or otherwise, of any amount forming part of the Indebtedness;

(b) failure of the Debtor to observe or perform any term contained in this Agreement or in any other agreement between the Debtor and the Credit Union;

(c) declaration of incompetency by a court of competent jurisdiction or death of an individual Debtor or an individual partner of a partnership Debtor;

(d) bankruptcy or insolvency of the Debtor; filing against the Debtor of a petition in bankruptcy; making of an assignment for the benefit of creditors by the Debtor; appointment of a Receiver or trustee for the Debtor or for any property of the Debtor or institution by or against the Debtor of any proposal, plan of arrangement or other type of insolvency proceeding under the Bankruptcy Act or otherwise;

(e) institution by or against the Debtor of any formal or informal proceeding for the dissolution or liquidation of, settlement of claims against, or winding up of the affairs of the Debtor;

(f) any of the Encumbrances becomes enforceable;

(g) the Debtor ceases or threatens to cease to carry on business or makes or agrees to make a bulk sale of assets or commits or threatens to commit an act of bankruptcy;

(h) any execution, sequestration, extent or other process of any court becomes enforceable against the Debtor or if a distress or analogous process is levied upon the property of the Debtor or any part thereof;

(i) any certificate, statement, representation, warranty or audit report heretofore or hereafter furnished by or on behalf of the Debtor pursuant to or in connection with this Agreement, or otherwise (including, without limitation, the representations and warranties contained herein) or as an inducement to the Credit Union to extend any credit to or to enter into this or any other agreement with the Debtor, is false in any material respect at the time as of which the facts therein set forth were stated or certified, or omits any substantial contingent or unliquidated liability or claim against the Debtor; or if upon the date of execution of this Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty or audit report, which change shall not have been disclosed to the Credit Union at or prior to the time of such execution;

(j) any of the licenses, permits or approvals granted by any government or any governmental authority and essential to the business of the Debtor is withdrawn, cancelled or significantly altered;

(k) at any time, there is a material adverse change in the financial condition of the Debtor, or

(l) the Credit Union considers that it is insecure, or that the prospect of payment or performance by the Debtor of the Indebtedness is or is about to be impaired, or that the Collateral is or is about to be placed in jeopardy.

14. ACCELERATION

In the event of Default, the Credit Union, in its sole discretion, may without demand or notice of any kind, declare all or any of the Indebtedness which is not by its terms payable on demand, to be immediately due and payable. This clause does not apply to or affect any of the Indebtedness payable on demand.

15. REMEDIES

On Default:

(a) the Credit Union may enforce this Agreement by any method provided for in this Agreement, in the PPSA or as otherwise permitted by law or in equity, and, without limitation, may dispose of Collateral by lease or deferred payment;

(b) the Credit Union may seize or otherwise take possession of the Collateral or any part thereof and sell the same by public or private sale at such price and upon such terms as the Credit Union in its sole discretion may determine and the proceeds of such sale less all costs, charges and expenses of the Credit Union (including costs as between a solicitor and his own client on a full indemnity basis) shall be applied on the Indebtedness and the surplus, if any, shall be disposed of according to law;

(c) the Credit Union may take proceedings in any court of competent jurisdiction for the appointment of a Receiver;

(d) the Credit Union may appoint by instrument any person or persons to be a Receiver of any Collateral, and may remove any person so appointed and appoint another in his stead;

(e) unless otherwise restricted by his appointment, any Receiver shall have the power:

(i) to take possession of any Collateral for that purpose to take any proceedings, in the name of the Debtor or otherwise;
(ii) to carry on or concur in carrying on the business of the Debtor;
(iii) to sell or lease any Collateral;
(iv) to make any arrangement or compromise which he may think expedient in the interest of the Credit Union;
(v) to pay all liabilities and expenses connected with the Collateral, including the cost of insurance and payment of taxes or other costs, charges or expenses incurred in obtaining, maintaining possession of and preserving the Collateral, and the same shall be added to the Indebtedness and secured by the Collateral;
(vi) to hold as additional security any increase or profits resulting from the Collateral;
(vii) to exercise all rights and remedies that the Credit Union may have under this Agreement, the PPSA or otherwise at law or in equity;
(viii) with the written consent of the Credit Union, to borrow money for the purpose of carrying on the business of the Debtor or for maintenance of the Collateral or any part thereof or for other purposes approved by the Credit Union, and any amount so borrowed together with interest thereon shall form a charge upon the Collateral in priority to the Security Interest created by this Agreement, and
(ix) to do any other act or thing as may be considered to be incidental or conducive to any of the matters and powers aforesaid;

(f) the Debtor hereby appoints each Receiver appointed by the Credit Union to be its attorney to effect a sale or lease of any Collateral and any deed, lease, agreement, or other document signed by a Receiver pursuant to this power of attorney shall have the same effect as if it had been executed by and under the seal of the Debtor;

(g) a Receiver appointed by the Credit Union shall be deemed to be the agent of the Debtor, and the Debtor shall be solely responsible for his acts or defaults and for his remuneration and expenses, and the Credit Union shall not be in any way responsible for any misconduct or negligence on the part of any Receiver;

(h) all monies received by the Receiver after providing for payment of all costs, charges and expenses of or incidental to the exercise of any of the powers of the Receiver shall be paid to the Credit Union and applied on account of the Indebtedness;

(i) the Credit Union may enter upon, use and occupy all premises owned or occupied by the Debtor or wherein the Collateral may be situate;

(j) before, during or after realizing on the Collateral, the Credit Union may recover and enforce judgement against the Debtor for the Indebtedness and all costs, charges and expenses reasonably incurred by the Credit Union (including, without limitation, costs as between a solicitor and his own client on a full indemnity basis) in recovering or enforcing judgement against the Debtor, and

(k) the Credit Union may, but shall not be bound to, realize on the Collateral.

16. DEFICIENCY

If the Credit Union realizes on the Collateral and the realization is not sufficient to satisfy all the Indebtedness, the Debtor acknowledges and agrees that the Debtor shall continue to be liable for any Indebtedness remaining outstanding and the Credit Union shall be entitled to pursue full payment thereof.

17. COSTS AND EXPENSES

(a) Upon the Debtor's failure to perform any of its obligations under this Agreement then the Credit Union may, but shall not be obligated to perform the same and in the event of performance thereof by the Credit Union the Debtor shall pay to the Credit Union forthwith upon written demand therefor an amount equal to all costs, charges and expenses incurred by the Credit Union in performing the Debtor's obligations plus interest thereon at the Agreed Rate from the date such costs, charges and expenses are incurred by the Credit Union until paid by the Debtor.

(b) The Debtor shall pay all costs, charges and expenses reasonably incurred by the Credit Union or any Receiver appointed by it (including, but without restricting the generality of the foregoing, costs as between a solicitor and his own client on a full indemnity basis), in preparing, registering financing statements regarding or enforcing this Agreement, inspecting, taking custody of, preserving, repairing, maintaining, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting the Indebtedness and all such costs, charges and expenses together with any monies owing as a result of any borrowing by any Receiver appointed by the Credit Union shall be a first charge on the proceeds of realization, collection or disposition of Collateral and shall be secured hereby. Such costs, charges and expenses shall bear interest at the Agreed Rate from the date the same were incurred to the date of payment by the Debtor.

(c) The Credit Union may pay or satisfy any Encumbrances or pay any sum necessary to clear title to any Collateral, and the Debtor agrees to repay the same on demand, plus interest thereon at the Agreed Rate.

(d) All amounts paid by the Credit Union pursuant to this clause together with interest thereon at the Agreed Rate shall form part of the Indebtedness and be secured hereby.

18. SET OFF

Without limiting any other right the Credit Union may have, the Credit Union may, in its sole discretion at any time and without notice, set off any and all amounts owed to the Debtor by the Credit Union in any capacity and, whether or not due, against any and all Indebtedness including any contingent or non-matured Indebtedness and Indebtedness as principal or guarantor.

19. FURTHER ASSURANCES

The Debtor agrees to execute and deliver to the Credit Union such further assurances, conveyances and supplemental deeds as may be necessary to properly carry out the intention of this Agreement, as determined by the Credit Union, or as may be required by the Credit Union from time to time.

20. NOTICE

Any notice or demand required or permitted to be made or given by the Credit Union to the Debtor may be validly served by leaving the same with, or by mailing the same by prepaid registered mail, to the Debtor at his address as set out herein (or at such other address as the Debtor may in writing notify the Credit Union of as the Debtor's address for service under this Agreement) or by leaving such notice with any officer or director of the Debtor as shown on the records of the Credit Union, and in the case of mailing such notice or demand shall be deemed to have been received by the Debtor on the third business day following the date of mailing.

21. GENERAL

(a) The Credit Union may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with the Debtor, Account Debtors, sureties and others and with Collateral and other security as the Credit Union may see fit without prejudice to the liability of the Debtor or the Credit Union's right to hold and realize upon the Security Interest. The Credit Union may demand, collect and sue on Collateral in either the Debtor's or the Credit Union's name and may endorse the Debtor's name on any and all cheques, commercial paper, and any other instruments pertaining to or constituting Collateral. The Credit Union shall not be liable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease or otherwise dispose of Collateral or to initiate any proceedings for such purposes.

(b) No delay or omission by the Credit Union in exercising any right or remedy hereunder or with respect to any Indebtedness shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. The Credit Union may remedy any Default by the Debtor hereunder in any manner without waiving the Default remedied and without waiving any other prior or subsequent Default by the Debtor. All rights and remedies of the Credit Union granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.

(c) The Debtor waives protest of any Instrument constituting Collateral at any time held by the Credit Union in which the Debtor is in any way liable and notice of any other action taken by the Credit Union.

(d) This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. In any action brought by an assignee of this Agreement and the Security Interest or any part thereof to enforce any rights hereunder, the Debtor shall not assert against the assignee any claim or defence which the Debtor now has or hereafter may have against the Credit Union.

(e) If more than one Debtor executes this Agreement the obligations of such Debtors hereunder shall be joint and several.

(f) No modification, variation or amendment of any term of this Agreement shall be binding or effective unless made by written agreement, executed by the parties hereto and no waiver of any term hereof shall be binding or effective unless in writing.

(g) This Agreement is in addition to and not in substitution for any other agreements, securities or Security Interest now or hereafter held by the Credit Union and all such other agreements, securities and Security Interest shall remain in full force and effect.

(h) The headings used in this Agreement are for convenience only and are not to be considered part of this Agreement and do not in any way limit, explain or amplify the terms of this Agreement.

(i) When the context so requires, a singular shall be read as if the plural were expressed and vice versa and the terms hereof shall be read with all grammatical changes necessary dependent upon the person referred to being a male, female, partnership or corporation.

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

(k) Nothing herein contained shall in any way obligate the Credit Union to grant, continue, renew or extend time for payment of the Indebtedness.

22. ATTACHMENT

(a) Subject to subclause (b), the Security Interest created hereby is intended to attach the Collateral when this Agreement is executed by the Debtor and delivered to the Credit Union.

(b) With respect to that Collateral acquired by the Debtor after the date this Agreement is executed and delivered to the Credit Union, the Security Interest created hereby in such Collateral is intended to attach at the same time as the Debtor acquires rights in such Collateral.

23. DISCLOSING INFORMATION

This Agreement and any information pertaining thereto or to the Indebtedness may be disclosed by the Credit Union as required by the PPSA.

24. GOVERNING LAW AND JURISDICTION

This Agreement shall be interpreted in accordance with the laws of the Province of Alberta, and the Debtor irrevocably agrees that any suit or proceeding with respect to any matters arising out of or in connection with this Agreement may be brought in the courts of the Province of Alberta or in any court of competent jurisdiction, as the Credit Union may elect, and the Debtor agrees to attorn to the same.

25. COPY OF AGREEMENT

Debtor acknowledges receipt of a copy of this Agreement and waives any right it may have to receive a Financing Statement or Financing Change Statement relating to it.

IN WITNESS WHEREOF the Debtor has hereunto executed this Agreement this 25th day of January, 2023 at Sherwood Park, Alberta.

2353824 ALBERTA LTD.

Per: ______________________

I/we have the authority to bind the Corporation

Per: ______________________

FULL ADDRESS OF DEBTOR

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

*Complete Affidavit of Execution if Debtor is an individual or partnership.

SCHEDULE "A"
(DESCRIBED PROPERTY)
*Obtain serial numbers for all motor vehicles, trailers, mobile homes, farm machinery, equipment and airplanes.

Serial Number	Year	Make and Model	Description of Goods

SCHEDULE "B"
(DESCRIBED REAL PROPERTY)
*Obtain Legal Description

SCHEDULE "C"
(PERMITTED ENCUMBRANCES AFFECTING COLLATERAL)

2353824 ALBERTA LTD.

- NIL

SCHEDULE "D"
(OTHER TERMS AND CONDITIONS)

This is **Exhibit "E"** referred to in the
Affidavit of Bill Moore
Sworn before me this 6 day of May, 2026

A Commissioner for Oaths in and for Alberta

CLAIRE EMERY
Student-At-Law

Personal Property Registry
Search Results Report

Search ID #: Z20032192

Transmitting Party

DENTONS CANADA LLP

2500, 10220 103 AVE NW
EDMONTON, AB T5J 0K4

Party Code: 50000165
Phone #: 780 423 7367
Reference #: 405692-628 TLG/sg

Search ID #: Z20032192 **Date of Search:** 2026-May-06 **Time of Search:** 08:46:49

Business Debtor Search For:

2353824 ALBERTA LTD.

Exact Result(s) Only Found

NOTE:

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

Government of Alberta

Personal Property Registry
Search Results Report

Search ID #: Z20032192

Business Debtor Search For:
2353824 ALBERTA LTD.
Search ID #: Z20032192 **Date of Search:** 2026-May-06 **Time of Search:** 08:46:49

Registration Number: 23012021984
Registration Date: 2023-Jan-20
Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2044-Jan-20 23:59:59

Exact Match on: Debtor No: 1

Amendments to Registration

25020324798	Amendment	2025-Feb-03

Debtor(s)

Block		Status
1	2353824 ALBERTA LTD. 2400, 10303 JASPER AVENUE EDMONTON, AB T5J 3N6	Current

Secured Party / Parties

Block		Status
1	CONNECT FIRST CREDIT UNION LTD. P.O. BOX 908 CALGARY, AB T2P 2J6 Email: pprnotifications@connectfirstcu.com	Current

Collateral: General

Block	Description	Status
1	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY AND ANY AMENDMENTS, ADDITIONS, RENEWALS OR REPLACEMENTS THEREOF.	Current
2	Proceeds: all present and after acquired personal property and the proceeds thereof.	Current By 25020324798

Personal Property Registry
Search Results Report

Search ID #: Z20032192

Business Debtor Search For:
2353824 ALBERTA LTD.
Search ID #: Z20032192 **Date of Search:** 2026-May-06 **Time of Search:** 08:46:49

Registration Number: 23020820096
Registration Date: 2023-Feb-08
Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2038-Feb-08 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block		Status
1	2353824 ALBERTA LTD. 2400 10303 JASPER AVE EDMONTON, AB T5J3N6	Current

Secured Party / Parties

Block		Status
1	CONNECT FIRST CREDIT UNION LTD. P.O. BOX 908 CALGARY, AB T2P2J6 Email: pprnotifications@connectfirstcu.com	Current

Collateral: General

Block	Description	Status
1	ALL PRESENT AND FUTURE INDEBTEDNESS AND LIABILITY WHATSOEVER OWING BY 2353824 ALBERTA LTD. TO THE DEBTOR	Current

Result Complete

This is **Exhibit "F"** referred to in the
Affidavit of Bill Moore
Sworn before me this 6 day of May, 2026

A Commissioner for Oaths in and for Alberta

CLAIRE EMERY
Student-At-Law

Clerk's Stamp: JUDICIAL CENTRE OF EDMONTON FILED MAR 10 2026 Clerk of the Court of King's Bench

COURT FILE NUMBER	2503 08529
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	EDMONTON
PLAINTIFF	**SERVUS CREDIT UNION LTD.**
DEFENDANTS	**2353824 ALBERTA LTD. AND WARD FARNUM FLEMING**
DOCUMENT	**PRESERVATION ORDER**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Dentons Canada LLP Stantec Tower 2500, 10220 103 Avenue NW Edmonton AB T5J 0K4 Attention: Tom Gusa Ph. 780.423.7219 Fx. (780) 423-7276 File No.: 405692-628

DATE ON WHICH ORDER WAS PRONOUNCED: March 10, 2026

LOCATION WHERE ORDER WAS PRONOUNCED: Law Courts Building Edmonton, Alberta

NAME OF APPLICATIONS JUDGE WHO MADE THIS ORDER: B. W. Summers

UPON THE APPLICATION of the Plaintiff; AND UPON reference being made to the Affidavit of Arden Zylla sworn on March 10, 2026; AND UPON hearing submissions of counsel for the Plaintiff;

IT IS HEREBY ORDERED:

1. The Plaintiff, its agents and employees shall be entitled to take all steps as may be necessary to preserve the lands, legally described as:

   PLAN 7620533
   BLOCK 20
   LOT 4
   EXCEPTING THEREOUT ALL MINES AND MINERALS
   AREA: 0.643 HECTARES (1.59 ACRES) MORE OR LESS
   ("the Property")

I hereby certify this to be a true copy of the original.

for Clerk of the Court

2. The granting of the within Order shall not operate as a stay of this action.

3. The Plaintiff is awarded costs of this application on a solicitor and his own client full indemnity basis.

4. The Clerk is hereby directed to file this Order in person.

5. A Civil Enforcement Agency bailiff is authorized to remove any person from the Property who refuses to leave.

KD

~~A.J.~~C.K.B.A.

Clerk's Stamp:

COURT FILE NUMBER	2503 08529
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	EDMONTON
PLAINTIFF	**SERVUS CREDIT UNION LTD.**
DEFENDANTS	**2353824 ALBERTA LTD. AND WARD FARNUM FLEMING**
DOCUMENT	**AFFIDAVIT IN SUPPORT OF PRESERVATION ORDER**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Dentons Canada LLP Stantec Tower 2500, 10220 103 Avenue NW Edmonton AB T5J 0K4 Attention: Tom Gusa Ph. 780.423.7219 Fx. (780) 423-7276 File No.: 405692-628

JUDICIAL CENTRE OF EDMONTON
FILED DIGITALLY
2503 08529
Mar 10, 2026
1:07 PM
CLERK OF THE COURT

Sworn on March 10, 2026

I, Arden Zylla, of the City of Edmonton, in the Province of Alberta, Legal Assistant, MAKE OATH AND SAY AS FOLLOWS:

1. I am employed as a Legal Assistant by Dentons Canada LLP ("**Dentons**"), counsel for the Plaintiff, and as such have a personal knowledge of the matters hereinafter deposed to except where stated to be based on information and belief.

2. In this my Affidavit, the mortgaged lands are legally described as follows:

   PLAN 7620533
   BLOCK 20
   LOT 4
   EXCEPTING THEREOUT ALL MINES AND MINERALS
   AREA: 0.643 HECTARES (1.59 ACRES) MORE OR LESS

   (the "**Mortgaged Premises**")

3. Attached hereto and marked as **Exhibit "A"** to this my Affidavit is a true copy of the Land Title Certificate for the Mortgaged Premises as at March 9, 2026.

4. Attached hereto and marked as **Exhibit "B"** to this my Affidavit is a Corporate Registration System Search, dated March 9, 2026, evidencing that the Defendant, Ward Farnum Fleming ("**Fleming**"), is the sole Director of the corporate Defendant, 2353824 Alberta Ltd.

5. I am advised by Mr. Tom Gusa of Dentons ("**Mr. Gusa**") and I do verily believe that on or about March 6, 2026, Mr. Gusa communicated with the Judicial Realtor, Susan Lore ("**Lore**"), by email (the "**March 6 Communications**"). Attached hereto and marked as **Exhibit "C"** to this my Affidavit is a true copy of the March 6 Communications. I have reviewed the March 6 Communications in conjunction with this preparation of this my Affidavit. Among other things, the March 6 Communications display:

   (a) Lore advised that Fleming locked the tenant out of the Mortgaged Premises;

   (b) Lore advised that Fleming provided Lore with a new key and requested that she make a one-time walk through to confirm the condition of the property and confirm whether there are still items in the Mortgaged Premises;

   (c) Lore advised that she checked the Mortgaged Premises and confirmed that the front door was unlocked and that there were people inside; and

   (d) Lore advised that Fleming contacted the tenant and they informed him that it was not them in the Mortgaged Premises.

6. I am advised by Mr. Gusa and I do verily believe that on or about March 9, 2026, Mr. Gusa exchanged emails with the Defendant, Fleming, and the Defendants' counsel, Ron Schuldhaus of Doherty Schuldhaus LLP ("**Mr. Schuldhaus**") (the "**March 9 Communications**"). Attached hereto and marked as **Exhibit "D"** to this my Affidavit is a true copy of the March 9 Communications. I have reviewed the March 9 Communications in conjunction with this preparation of this my Affidavit. Among other things, the March 9 Communications display:

   (a) Mr. Gusa advised Fleming and Mr. Schuldhaus that Dentons heard that there are people in the Mortgaged Premises who are not the tenants and that Dentons would be obtaining a Preservation Order on March 10, 2026;

   (b) Fleming advised that he has no concerns with the proposed Preservation Order and that the locks were changed and somehow "they" got back in; and

   (c) Mr. Schuldhaus advised Mr. Gusa that Dentons could proceed with the proposed Preservation Order.

7. I make this Affidavit in support of a Preservation Order to allow the Plaintiff, its agents and employees to take all reasonable steps necessary to preserve the Mortgaged Premises.

SWORN BEFORE ME at Edmonton, Alberta, this 10th day of March, 2026.	)	
	)	
	)	
	)	
	)	
	)	
Kovacs	)	Arden Zylla
Commissioner for Oaths in and for the Province of Alberta	)	ARDEN ZYLLA
	)	

Shannon Kovacs
A Commissioner for Oaths
in and for the Province of Alberta
My commission expires June 7, 2028

NATDOCS\92602529\V-1

THIS IS EXHIBIT "A" TO THE AFFIDAVIT
OF ARDEN ZYLLA
SWORN BEFORE ME THIS
10^{TH} DAY OF MARCH, 2026.

SKovacs

A COMMISSIONER FOR OATHS
IN AND FOR THE PROVINCE OF ALBERTA

Shannon Kovacs
A Commissioner for Oaths
in and for the Province of Alberta
My commission expires June 7, 2028

LAND TITLE CERTIFICATE

S

LINC	SHORT LEGAL	TITLE NUMBER
0014 844 451	7620533;20;4	232 161 374

LEGAL DESCRIPTION
PLAN 7620533
BLOCK 20
LOT 4
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 0.643 HECTARES (1.59 ACRES) MORE OR LESS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;9;88;26;NW
ATS REFERENCE: 4;9;88;27;NE
ATS REFERENCE: 4;9;88;34;SE

MUNICIPALITY: REGIONAL MUNICIPALITY OF WOOD BUFFALO (FORT MCMURRAY)

REFERENCE NUMBER: 132 093 109

REGISTERED OWNER(S)

REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
232 161 374	23/05/2023	TRANSFER OF LAND	$3,920,000	$3,920,000

OWNERS

2353824 ALBERTA LTD.
OF 29 BRAESIDE TERRACE
SHERWOOD PARK
ALBERTA T8A 3V6

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
762 011 893	21/01/1976	ZONING REGULATIONS BY - HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY DEPARTMENT OF TRANSPORT
232 161 375	23/05/2023	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES

(CONTINUED)

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
		CAVEATOR - CONNECT FIRST CREDIT UNION LTD. C/O DENTONS CANADA LLP 1500, 850 2ND STREET SW CALGARY ALBERTA T2P0R8 AGENT - SAMANTHA MORDEN
232 272 395	08/09/2023	MORTGAGE MORTGAGEE - CONNECT FIRST CREDIT UNION LTD. P.O. BOX 908 CALGARY ALBERTA T2P2J6 ORIGINAL PRINCIPAL AMOUNT: $3,920,000
232 272 396	08/09/2023	POSTPONEMENT OF CAVE 232161375 TO MORT 232272395
252 132 620	22/05/2025	CONSTRUCTION LIEN LIENOR - ADNIL VENTURES LTD. 68 QUESNELL CRESCENT NW EDMONTON ALBERTA T5R5N9 AGENT - FRANK AUSTIN AMOUNT: $25,707 RECEIVED 11 APRIL 2025

TOTAL INSTRUMENTS: 005

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 9 DAY OF MARCH, 2026 AT 08:14 A.M.

ORDER NUMBER: 56493838

CUSTOMER FILE NUMBER:

END OF CERTIFICATE

(CONTINUED)

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THIS IS EXHIBIT "B" TO THE AFFIDAVIT
OF ARDEN ZYLLA
SWORN BEFORE ME THIS
10TH DAY OF MARCH, 2026.

A COMMISSIONER FOR OATHS
IN AND FOR THE PROVINCE OF ALBERTA

Shannon Kovacs
A Commissioner for Oaths
in and for the Province of Alberta
My commission expires June 7, 2028

Government of Alberta ■

Corporation/Non-Profit Search
Corporate Registration System

Date of Search:	2026/03/09
Time of Search:	08:20 AM
Search provided by:	ELDOR-WAL REGISTRATIONS (1987) LTD
Service Request Number:	46675016
Customer Reference Number:	

Corporate Access Number: 2023538248
Business Number: 795209709
Legal Entity Name: 2353824 ALBERTA LTD.

Legal Entity Status: Active
Alberta Corporation Type: Numbered Alberta Corporation
Registration Date: 2021/06/08 YYYY/MM/DD

Registered Office:
Street: 2100, 10104 - 103 AVENUE NW
City: EDMONTON
Province: ALBERTA
Postal Code: T5J0H8

Email Address: DENNIS@ALTURALEGAL.CA

Primary Agent for Service:

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
SCHMIDT	DENNIS	R.		2100, 10104 - 103 AVENUE NW	EDMONTON	ALBERTA	T5J0H8	DENNIS@ALTURALEGAL.CA

Directors:

Last Name: FLEMING
First Name: WARD
Street/Box Number: 6415 75 ST
City: EDMONTON
Province: ALBERTA
Postal Code: T6E0T3

Voting Shareholders:

Legal Entity Name:	W.F. FLEMING HOLDINGS LTD.
Corporate Access Number:	2010192538
Street:	6415 75 ST NW
City:	EDMONTON
Province:	ALBERTA
Postal Code:	T6E0T3
Percent Of Voting Shares:	100

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure:	SEE SCHEDULE "A"
Share Transfers Restrictions:	NO SHARES SHALL BE TRANSFERRED WITHOUT THE PRIOR APPROVAL OF A MAJORITY OF THE DIRECTORS OF THE CORPORATION.
Min Number Of Directors:	1
Max Number Of Directors:	10
Business Restricted To:	NONE
Business Restricted From:	NONE
Other Provisions:	SEE SCHEDULE "B"

Holding Shares In:

Legal Entity Name
LONGHORN PROJECTS INC.

Other Information:

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2024	2025/03/20

Outstanding Returns:

Annual returns are outstanding for the 2025 file year(s).

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2021/06/08	Incorporate Alberta Corporation
2021/06/08	Update Business Number Legal Entity
2024/08/27	Change Director / Shareholder
2025/03/20	Enter Annual Returns for Alberta and Extra-Provincial Corp.
2026/01/29	Change Address
2026/01/29	Change Agent for Service

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2021/06/08
Other Rules or Provisions	ELECTRONIC	2021/06/08

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

THIS IS EXHIBIT "C" TO THE AFFIDAVIT
OF ARDEN ZYLLA
SWORN BEFORE ME THIS
10TH DAY OF MARCH, 2026.

SKovacs

A COMMISSIONER FOR OATHS
IN AND FOR THE PROVINCE OF ALBERTA

Shannon Kovacs
A Commissioner for Oaths
in and for the Province of Alberta
My commission expires June 7, 2028

Katz, Jake

From: Susan Lore <susan@theloregroup.com>
Sent: Friday, March 6, 2026 3:42 PM
To: Gusa, Tom
Cc: Bill Moore
Subject: Re: Urgent - Servus // Ward Fleming - Property Preservation

[WARNING: EXTERNAL SENDER]

HI Tom

Thank you so much for confirming you have everything in good order

See below my responses to your questions"

-Ward locked the tenant out-correct
-Ward gave you a new key and asked you to check on the property-yes he provided me a key and requested that I make a one-time walk through to confirm the condition of the property and if there is still items in the property. I agreed to do this. I will not be regularly checking on the property as I am not licensed to do so but we try to be observant when touring
-you checked on the property, and the front door was unlocked and there were people inside correct
-the people inside were not the tenants Ward contacted the Tenant and they informed him it was not them in the property. I recommended to Ward that someone attend the property.

I hope this helps

Warm Regards

Susa n

COLDWELL BANKER UNITED
The LORE Group

Susan Lore
REALTOR®
The Lore Group – Coldwell Banker United

Mobile: (780) 714-1060 | Email: susan@theloregroup.com
Address: 9905 Sutherland Street, Fort McMurray, AB T9H 1V3
Facebook: facebook.com/theloregroup | Instagram: @theloregroup
Residential: theloregroup.com | Commercial: fortmcmurraycommercialproperties.com

#1 Team Fort McMurray (CB) 2024 Coldwell Banker Canada - Team:
Top 2 in Canada (Units) | Top 3 in Canada (GCI) | Canadian President's Circle

From: "Gusa, Tom" <tom.gusa@dentons.com>
Date: Friday, March 6, 2026 at 12:15 PM
To: Susan Lore <susan@theloregroup.com>
Cc: Bill Moore <bmoore@connectfirstcu.com>
Subject: Urgent - Servus // Ward Fleming - Property Preservation

Hi Susan,

I now have your sworn affidavit, thank you. My colleague mentioned to me that you said the following to him yesterday:

- -Ward locked the tenant out
- -Ward gave you a new key and asked you to check on the property
- -you checked on the property, and the front door was unlocked and there were people inside
- -the people inside were not the tenants

Please confirm this is accurate, and we will promptly get a preservation order to secure the building with new locks and keys.

Thanks,

Tom Gusa
Partner

+1 780 423 7219

tom.gusa@dentons.com | Bio | Website
Dentons Canada LLP | 2500 Stantec Tower, 10220 - 103 Avenue NW, Edmonton, AB, T5J 0K4, Canada

Our Legacy Firms | Client Experience (CX)

THIS IS EXHIBIT "D" TO THE AFFIDAVIT
OF ARDEN ZYLLA
SWORN BEFORE ME THIS
10^{TH} DAY OF MARCH, 2026.

SKovacs

A COMMISSIONER FOR OATHS
IN AND FOR THE PROVINCE OF ALBERTA

Shannon Kovacs
A Commissioner for Oaths
in and for the Province of Alberta
My commission expires June 7, 2028

Katz, Jake

From:	Ron Schuldhaus <ron@dsllp.ca>
Sent:	Monday, March 9, 2026 8:00 PM
To:	Ward Fleming; Gusa, Tom; Susan Lore; Bill Moore
Cc:	Katz, Jake
Subject:	RE: Servus // Ward Fleming - 145 Macdonald Crescent

[WARNING: EXTERNAL SENDER]

Tom
Please proceed
Thanks
Ron

Ron G. Schuldhaus
Doherty Schuldhaus LLP
Suite 219, 6203 - 28 Avenue NW
Edmonton, AB T6L 6K3
Phone: 780-450-1106 ext. 2005
Fax: 780-461-8612
ron@dsllp.ca

From: Ward Fleming <ward@flemingdev.com>
Sent: Monday, March 9, 2026 4:00 PM
To: Gusa, Tom <tom.gusa@dentons.com>; Susan Lore <susan@theloregroup.com>; Ron Schuldhaus <ron@dsllp.ca>; Bill Moore <bmoore@connectfirstcu.com>
Cc: Katz, Jake <jake.katz@dentons.com>
Subject: Re: Servus // Ward Fleming - 145 Macdonald Crescent

I have no concerns with this. The locks were changed and somehow they got back in.

Sent from my Bell Samsung device over Canada's largest network.

From: Gusa, Tom <tom.gusa@dentons.com>
Sent: Monday, March 9, 2026 11:53:26 AM
To: Ward Fleming <ward@flemingdev.com>; Susan Lore <susan@theloregroup.com>; Ron Schuldhaus <ron@dsllp.ca>; Bill Moore <bmoore@connectfirstcu.com>
Cc: Katz, Jake <jake.katz@dentons.com>
Subject: RE: Servus // Ward Fleming - 145 Macdonald Crescent

Ward/Ron,

We have heard from Susan that there are people in the building that are not the tenants, and have some concerns about its preservation. We are going to court tomorrow obtain a preservation order on an immediate basis – let us know if you have any concerns before 930am tomorrow.

Bill – saw you called, call you shortly.

Tom Gusa

Partner

+1 780 423 7219

Dentons Canada LLP | Edmonton