

Clerk's Stamp

COURT FILE NUMBER

COURT

COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY

PLAINTIFF/APPLICANT

ROYAL BANK OF CANADA

DEFENDANT/RESPONDENT

MGT MANAGEMENT INC., MGT AGGREGATE  
PRODUCTS INC. and MICHAEL TOMLINSON

DOCUMENT

**AFFIDAVIT**

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS  
DOCUMENT

**McMillan LLP**  
#1700, 421 – 7<sup>th</sup> Ave SW  
Calgary, AB T2P 4K9

**Attention:**

**Kourtney Rylands**

Telephone: (403) 355.3326

Fax: (403) 531.4720

Email: kourtney.rylands@mcmillan.ca

**Preet Saini**

Telephone: (403) 531.4716

Fax: (403) 531.4720

Email: preet.saini@mcmillan.ca

File No. 289096

**AFFIDAVIT OF NATALIA NARAINÉ**

**Sworn on November 21, 2022**

I, Natalia Naraine, of London, Ontario, SWEAR AND SAY THAT:

1. I am a Manager with the applicant, the Royal Bank of Canada (“RBC” or the “Bank”). I am responsible for the administration of the accounts held by the Respondents, MGT Management Inc. (“MGT Management”) and MGT Aggregate Products Inc. (“MGT Aggregate” and together with MGT Management, the “Borrowers”), with RBC, insofar as concerns the matters raised in the Originating Application in these proceedings. In

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addition, I have reviewed the business records of RBC relevant to the within proceedings and application and have satisfied myself that I am possessed of sufficient information and knowledge to swear this Affidavit.

2. I am authorized to make this affidavit on behalf of RBC and have knowledge of the facts hereinafter deposed.

### **Parties and Overview**

3. RBC carries on business in the City of Calgary and elsewhere in the Province of Alberta.
4. MGT Management is an Ontario Corporation extra-provincially registered in Alberta. MGT Aggregate is a corporation duly incorporated and governed under the laws of the Province of Alberta. A corporate search of each of the Borrowers is attached as **Exhibit "A"**. To the best of my knowledge, the Borrowers operate a limestone quarry in Clearwater, Alberta. To the best of my knowledge, the business and all of the assets of the Borrowers are located in Alberta.
5. Michael Tomlinson (the "**Personal Guarantor**") and together with the Borrowers, the "**Debtors**") is an individual residing in the Province of Alberta. The corporate searches of the Borrowers indicate that the Personal Guarantor is the sole director and shareholder of each of the Borrowers.
6. RBC loaned money or otherwise extended credit from time to time to the Borrowers pursuant to credit facilities as described herein. The loans were cross-guaranteed by each of the Borrowers and the Personal Guarantor.
7. The Personal Guarantor and MGT Aggregate each guaranteed the loans and credit which were extended to MGT Management by RBC.
8. The Personal Guarantor and MGT Management each guaranteed the loans and credit which were extended to MGT Aggregate by RBC.

9. I swear this affidavit in support of an originating application by RBC (the “**Originating Application**”) for the appointment of a receiver and manager, or in the alternative, a receiver over all present and after-acquired properties, assets, and undertakings of the Borrowers (collectively, the “**Property**”) and for the entry of the Consent Judgments (as defined in the Originating Application) consented to by the Personal Guarantor.

**The Indebtedness of the Debtors**

10. RBC and MGT Management entered into an amended and restated loan agreement dated July 2, 2021 as amended by a loan amending agreement dated August 10, 2021 (collectively, the “**MGT Management Loan Agreement**”), pursuant to which RBC agreed to advance funds to MGT Management by way of a revolving demand facility (the “**MGT Management Demand Facility**”) and Visa business card facilities (together with the MGT Management Demand Facility, the “**MGT Management Credit Facilities**”). on the terms and conditions set out in the MGT Management Loan Agreement, particulars of which include, among others:
- a. Interest shall accrue at a rate of RBC’s prime rate plus 2.00% per annum on any amounts owing under the MGT Management Demand Facility;
  - b. Upon an event of default, RBC shall be entitled to demand immediate payment in full of any amount outstanding pursuant to the Loan Agreement; and
  - c. Upon demand, RBC shall be entitled to immediate payment in full of any indebtedness outstanding pursuant to MGT Management Loan Agreement, including but not limited to principal, fees, legal costs (on a solicitor and own client basis), and expenses incurred in the enforcement of the MGT Management Loan Agreement.
11. All sums payable to RBC by MGT Management pursuant to the MGT Management Loan Agreement and MGT Management Credit Facilities are herein collectively referred to as the “**MGT Management Indebtedness**”.
12. Copies of the MGT Management Loan Agreement are attached hereto as **Exhibit “B”**.

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13. RBC and MGT Management entered into a Visa Business Card Agreement dated July 7, 2015, (the “**Visa Agreement**”) pursuant to which RBC agreed to extend various Visa credit facilities to MGT Management on the terms and conditions set out in the Visa Agreement, particulars of which include, among others:
- a. Upon an event of default, RBC shall be entitled to demand immediate payment in full of any indebtedness outstanding under the Visa Agreement;
  - b. Upon termination, RBC shall be entitled to immediate payment in full of any indebtedness outstanding under the Visa Agreement; and
  - c. MGT Management shall indemnify RBC for all legal costs (on a solicitor and own client basis), and all fees and all expenses incurred in the enforcement of the Visa Agreement.
14. A copy of the Visa Agreement is attached hereto as **Exhibit “C”**.
15. RBC and MGT Aggregate entered into an amended and restated loan agreement dated July 2, 2021 (the “**MGT Aggregate Loan Agreement**” and together with the MGT Management Loan Agreement, the “**Loan Agreements**”), pursuant to which RBC granted to MGT Aggregate various credit facilities (the “**MGT Aggregate Credit Facilities**”).
16. All sums payable to RBC by MGT Aggregate pursuant to the MGT Aggregate Loan Agreement are herein collectively referred to as the “**MGT Aggregate Indebtedness**”.
17. A copy of the MGT Aggregate Loan Agreement is attached hereto as **Exhibit “D”**.
18. The Personal Guarantor granted two guarantees and postponements of claim dated April 10, 2015 and February 18, 2016 pursuant to which the Personal Guarantor guaranteed the payment to the Bank of all debts and liabilities of MGT Management in the amounts of \$897,375 and \$320,000 respectively, together with interest thereon from the date of demand for payment at a rate equal to RBC’s prime rate plus 5.00% (the “**MGT Management Personal Guarantees**”).

19. Copies of the MGT Management Personal Guarantees are attached hereto as **Exhibit "E"**.
20. MGT Aggregate granted a guarantee and postponement of claim dated May 15, 2017 pursuant to which MGT Aggregate guaranteed the payment to the Bank of all debts and liabilities of MGT Management in the amount of \$1,725,000 together with interest thereon from the date of demand for payment at a rate equal to RBC's prime rate plus 5.00% (the "**MGT Management Corporate Guarantee**").
21. A copy of the MGT Management Corporate Guarantee is attached hereto as **Exhibit "F"**.
22. The Personal Guarantor also granted two guarantees and postponements of claim dated February 18, 2016 and February 23, 2017, pursuant to which the Personal Guarantor guaranteed the payment to the Bank of all debts and liabilities of MGT Aggregate in the amounts of \$321,533 and \$350,000 respectively, together with interest thereon from the date of demand for payment at a rate equal to RBC's prime rate plus 5.00% (the "**MGT Aggregate Personal Guarantees Guarantee**").
23. Copies of the MGT Aggregate Personal Guarantees are attached hereto as **Exhibit "G"**.
24. MGT Management granted a guarantee and postponement of claim dated February 24, 2017 pursuant to which MGT Management guaranteed the payment to the Bank of all debts and liabilities of the MGT Aggregate in the amount of \$650,000 together with interest thereon from the date of demand for payment at a rate equal to RBC's prime rate plus 5.00% (the "**MGT Aggregate Corporate Guarantee**").
25. A copy of the MGT Aggregate Corporate Guarantee is attached hereto as **Exhibit "H"**.
26. Based on my review of the records of RBC, in regard to MGT Management:
  - a. as of November 17, 2022 MGT Management is indebted to RBC pursuant to the MGT Management Loan Agreement (not including amounts owing under the MGT Aggregate Corporate Guarantee) in the amount of \$983,316.77, plus interest accruing thereafter, exclusive of enforcement expenses, legal fees and other out of pocket costs and disbursements;

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b. as of October 31, 2022, RBC has incurred \$123,915.62 in legal fees, costs, and enforcement expenses to date with respect to the MGT Management Indebtedness and Debtors, which RBC is entitled to recovery of on a full indemnity basis pursuant to the Loan and Security Agreements (as defined below). Such legal fees, costs and enforcement expenses have continued to accrue since October 31, 2022.

27. Based on my review of the records of RBC, in regard to MGT Aggregate:

a. as of November 17, 2022 MGT Aggregate is indebted to RBC pursuant to the MGT Aggregate Loan Agreement (not including amounts owing under the MGT Management Corporate Guarantee) in the amount of \$178,552.81 plus interest accruing thereafter, exclusive of enforcement expenses, legal fees and other out of pocket costs and disbursements;

b. as of October 31, 2022, RBC has incurred \$24,585.56, in legal fees, costs, and enforcement expenses to date with respect to the MGT Aggregate Indebtedness and Debtors, which RBC is entitled to recovery of on a full indemnity basis pursuant to the Loan and Security Agreements (as defined below). Such legal fees, costs and enforcement expenses have continued to accrue since October 31, 2022.

28. All sums payable to RBC by the Debtors, including but not limited to the MGT Management Indebtedness and the MGT Aggregate Indebtedness, as set out above are hereinafter collectively referred to as the “**Indebtedness**”.

### **The Security**

29. MGT Management granted certain security to RBC in order to secure the Indebtedness, which security includes, but is not limited to, a general security agreement dated April 11, 2018, executed by MGT Management in favour of RBC (the “**MGT Management GSA**”) and a chattel mortgage dated September 13, 2018 (the “**Chattel Mortgage**” and together with the MGT Management GSA, the “**MGT Management Security**”)

30. Copies of the MGT Management Security are attached hereto as **Exhibit “I”**.

31. MGT Aggregate granted security to RBC in order to secure the Indebtedness which includes, but is not limited to, a general security agreement dated February 18, 2016 executed by MGT Aggregate in favour of RBC (the "**MGT Aggregate GSA**")
32. A copy of the MGT Aggregate GSA is attached hereto as **Exhibit "J"**.
33. The MGT Management Security Agreements and the MGT Aggregate GSA together with the Loan Agreements will hereinafter be referred to as the "**Loan and Security Agreements**".
34. The security interests created by the MGT Management Security Agreements have been perfected by way of registration of a security interest in the Ontario Personal Property Registry and the Alberta Personal Property Registry.
35. Attached hereto as **Exhibit "K"** is a copy of the Ontario Personal Property Registry search result for MGT Management.
36. Attached hereto as **Exhibit "L"** is a copy of the Alberta Personal Property Registry search result for MGT Management.
37. The security interest created by the MGT Aggregate GSA has been perfected by way of registration of a security interest in the Alberta Personal Property Registry.
38. Attached hereto as **Exhibit "M"** is a copy of the Alberta Personal Property Registry search result for MGT Aggregate.

#### **Events of Default and Demand**

39. On or before March 4, 2022, the Debtors committed events of default under the Loan and Security Agreements, including but not limited to by failing to pay all sums of money when due and borrowing in excess of the credit facilities provided by the Loan and Security Agreements (the "**Specified Defaults**").
40. Under the terms of each of the Loan Agreements, an event of default which occurs under one Loan Agreement, also triggers a cross-default under the other Loan Agreement.

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41. Under the terms of each of the Loan Agreements, upon the occurrence of any event of default, the Bank is entitled to exercise various remedies, one of which is the appointment of a receiver or a receiver manager.
42. On or about March 4, 2022, RBC, made demand of the Debtors in accordance with the terms of the Loan and Security Agreements, for payment of all debts and liabilities owing by MGT Management and MGT Aggregate to the Bank as at March 4, 2022, plus interest, costs, fees, and expenses accruing thereon from and after March 4, 2022 (the “**Demands**”). RBC also delivered Notices of Intention to Enforce Security to each of the Borrowers pursuant to section 244 of the *Bankruptcy and Insolvency Act* (the “**Notices**”).
43. Copies of the Demands and Notices delivered regarding the MGT Management Indebtedness are attached hereto as **Exhibit “N”**.
44. Copies of the Demands and Notices delivered regarding the MGT Aggregate Indebtedness are attached hereto as **Exhibit “O”**.

#### **Forbearance Agreement**

45. Following the delivery of the Demands and Notices, the Bank agreed to enter into a forbearance agreement with the Debtors dated April 11, 2022, which was subsequently amended by amending agreements dated July 6, 2022, July 13, 2022 and July 27, 2022 (collectively the “**Forbearance Agreement**”), pursuant to which RBC agreed not to take any steps to enforce its rights and remedies against the Debtors until the earlier of September 30, 2022 (which date was originally July 15, 2022 and subsequently extended at the request of the Debtors) and the occurrence of a Termination Event (as defined in the Forbearance Agreement).
46. Termination Events as defined by the Forbearance Agreement include, but are not limited to:
  - a. the occurrence or notice of any default or Event of Default under any of the Loan and Security Agreements, other than the Specified Default;

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- b. failure by any of the Debtors to perform or defaults under any of the Covenants of the Debtors set out in the Forbearance Agreement;
  - c. the receipt by the Bank of a demand letter, notice of seizure or requirement for payment from, or the initiation of any other type of collection or enforcement action against either of the Borrowers by any secured party, lien claimant, other encumbrancer, judgment creditor or a person asserting similar rights in any property, Canada Revenue Agency or any other federal or provincial governmental agency or body;
  - d. the purchase order issued by Edco Aggregates Ltd. to MGT Management Inc. being terminated or amended in any way without the prior written consent of the Bank (the “**Edco Purchase Order**”); or
  - e. the Bank determining, in its sole and absolute discretion, that an adverse change has occurred in the financial or operational affairs of the Borrowers or the Personal Guarantor or the Bank determines that any collateral subject to the Bank’s security is in jeopardy.
47. In consideration of the Bank’s forbearance, the Debtors waived all defences that they may have to any claims made by the Bank for repayment of the Indebtedness and the Borrowers consented to the appointment of a receiver and manager, or in the alternative, a receiver over all of their assets and undertakings upon the termination of the Forbearance Agreement in the form of a consent receivership order (the “**Consent Receivership Order**”). The Personal Guarantor also executed consent judgments (the “**Consent Judgments**”) with respect to the amounts owing by the Personal Guarantor under the MGT Management Personal Guarantees and the MGT Aggregate Personal Guarantees (collectively, the “**Personal Guarantees**”).
48. Copies of the Forbearance Agreement are attached hereto as **Exhibit “P”**.
49. A copy of the Consent Receivership Order is attached hereto as **Exhibit “Q”**.
50. Copies of the Consent Judgments are attached hereto as **Exhibit “R”**.

### Previous and Continuing Termination Events

51. On July 13, 2022, the Bank gave notice to the Debtors that a Termination Event had occurred under the Forbearance Agreement with respect to the Debtor's failure to make required filings with respect to Accrued CRA Payables (as defined in the Forbearance Agreement). At that time, the Bank provided the Debtors with the necessary steps to cure the Termination Event in question including that a payment of \$250,000 be made to the Bank not later than July 14, 2022.
52. On or about July 14, 2022, the Debtors made a payment of \$250,000 in trust (the "**Trust Funds**") to their counsel which was intended to be released to the Bank in relation to the Indebtedness.
53. On July 20, 2022, the Bank discovered that the Source Deductions Liability (as defined by the Forbearance Agreement) of both MGT Management and MGT Aggregate was calculated at \$254,549.37.
54. On July 27, 2022, notwithstanding the above Termination Event, the Bank instructed counsel for the Debtors to release the Trust Funds back to the Debtors on conditions including, but not limited to, the following:
  - a. The Borrowers make a permanent repayment of the Source Deductions Liability for both companies to Canada Revenue Agency (the "**CRA**"), inclusive of an additional payment of \$4,549.37 to the CRA, with evidence of same provided to the Bank within one business day; and
  - b. The Borrowers make a payment in the amount of \$100,000 to RBC by no later than August 15, 2022.
55. On or about August 25, 2022 the Debtors made a payment of \$100,000 (the "**Payment**") to the Bank in respect of the Indebtedness. The Payment is the only payment that the debtors have made to the Bank in relation to the Indebtedness since the commencement

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of the Forbearance Agreement. The Payment was applied to the MGT Management Indebtedness.

56. On September 26, 2022 the Debtors wrote to the Bank requesting that the Forbearance Agreement be extended beyond September 30, 2022.
57. On September 30, 2022 the Debtors failed to make further payment as required under the terms of the Forbearance Agreement.
58. On October 4, 2022 the Bank advised the Debtors that additional Termination Events had occurred and were continuing to occur under the terms of the Forbearance Agreement (the "**Default Letter**"), including but not limited to the failure to make a \$300,000 payment to RBC and the failure to make ongoing payments to the Canada Revenue Agency for source deductions.
59. A copy of the Default Letter is attached hereto as **Exhibit "S"**.
60. Since the delivery of the Default Letter the Bank and the Debtors have engaged in discussions regarding the repayment of the Indebtedness, but no resolution has been reached by the parties to date.
61. On October 11, 2022, RBC also received a demand from the Workers Compensation Board of Alberta ("**WCB**") demanding the payment of \$33,890.50 on account of amounts owing by MGT Management to WCB (the "**WCB Demand**").
62. A copy of the WCB Demand is attached hereto as **Schedule "T"**.

### **Negotiations**

63. On December 11, 2020, RBC, MGT Management and MGT Aggregate entered into an Intercreditor Agreement with Accord Small Business Finance Corp. and Accord Small Business Leasing Corp. (together, "**Accord**") which confirms that RBC's security in all property, assets and undertakings of the Borrowers shall rank in priority to Accord's

security against in the Borrowers except with respect to specific equipment registered by Accord in the Personal Property Registry.

64. Pursuant to the terms of the Intercreditor Agreement RBC notified Accord of its intention to enforce its security against the Debtors on or about October 6, 2022, through its agent BDO Canada Ltd. (“Agent”).
65. On or around October 6, 2022, Accord notified RBC and the Borrowers of its interest in obtaining a potential assignment of the Borrowers’ Indebtedness.
66. On October 13, 2022, the Agent advised Accord that RBC had secured the date of October 27, 2022 in which to make a receivership application against the Debtors.
67. On October 13, 2022, Accord advised the Agent that it needed additional time to consider the implications of a receivership application and to obtain appraisals with respect to the business of the Borrowers.
68. On or about October 17, 2022, RBC agreed to delay any receivership proceedings as against the Borrowers for an additional month in order to continue negotiations with the Borrowers, Accord and other interested parties and to provide Accord with additional time to conduct due diligence with respect to the Borrowers.
69. On or about October 27, 2022 and November 1, 2022, the Agent sent email correspondence to Accord requesting an update on their due diligence of the Borrowers’ assets and operations. The Agent received no response from Accord on either correspondence.
70. On or about November 17, 2022, the Agent sent further email correspondence requesting an update on Accord’s due diligence and also indicated, that RBC would have to continue with its receivership application given that no offer was received from Accord with respect to the Indebtedness. As of the date of this my affidavit no offer has been received from Accord on such correspondence.

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### **Appointment of a Receiver**

71. Pursuant to the Loan and Security Agreements and the Forbearance Agreement, RBC is entitled to appoint a receiver and manager, or in the alternative, a receiver upon the occurrence of and during the continuance of any defaults by the Debtor under the terms of the Loan and Security Agreements or Termination Events under the terms of the Forbearance Agreement.
72. Pursuant to the Forbearance Agreement, the Borrowers executed the Consent Receivership Order to appoint a receiver and manager, or in the alternative, a receiver of the Property.
73. In the circumstances, I believe that the appointment of a receiver and manager, or in the alternative, a receiver of the property, undertakings, and assets of the Borrowers is necessary to protect RBC's interests, and to allow RBC to preserve its security granted pursuant to the Loan and Security Agreements and to provide for an orderly disposition of the property, undertakings and assets of the Borrowers.
74. As evidenced by the WCB Demand, the Borrowers continue to incur additional indebtedness, which has eroded the value of the RBC collateral.
75. BDO Canada Limited has consented to act as receiver and manager of the Property of the Borrowers. A copy of a consent to act signed by the proposed Receiver is attached as Exhibit "U".

### **Consent Judgments**

76. Pursuant to the Forbearance Agreement, and following the occurrence of a Termination Event, RBC is entitled to enter the Consent Judgments in respect of the Personal Guarantees.
77. Termination Events have occurred under the terms of the Forbearance Agreement. Further the Forbearance Period (as defined in the Forbearance Agreement and subsequent amendments) expired on September 30, 2022 and based on the occurrence and continuance

of such Termination Events, the Forbearance Period was not extended.

**The Consent Judgment for the MGT Management Personal Guarantees**

78. The Consent Judgment for the MGT Management Personal Guarantees provides a formula for the determination of the amount of the consent judgment which requires the input of interest and fees accrued on the MGT Management Indebtedness less amounts repaid by the Debtors.
79. Accordingly, interest is \$59,910.10, calculated on a per diem basis of \$218.65 based on 274 days from March 3, 2022 to the scheduled date of the Originating Application, December 2, 2022, being the date that the consent judgment is sought to be granted subject to such order or further direction as given by the court.
80. The Bank has incurred fees, costs, expenses, legal fees and professional fees in the amount of \$123,915.62 as at October 31, 2022.
81. The Debtors made one payment in the amount of \$100,000 towards the MGT Management Indebtedness on August 25, 2022. This payment was applied to outstanding amounts owing under the Visa Agreement. No other payments were received from the Debtors.
82. Accordingly, the Bank is entitled to enter the Consent Judgment for the MGT Management Personal Guarantees in the amount of \$1,169,890.16 after taking in account the above amounts.

**The Consent Judgment for the MGT Aggregate Personal Guarantees**


83. The Consent Judgment for the MGT Aggregate Personal Guarantees also provides a formula for the determination of the amount of the consent judgment which requires the

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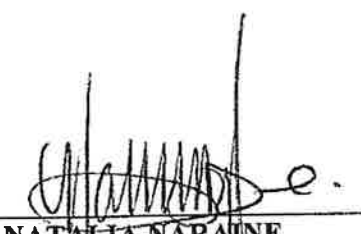
input of interest and fees accrued on the MGT Aggregate Indebtedness less amounts repaid by the Debtors.

- 84. Accordingly, interest is \$9,888.66, calculated on a per diem basis of \$36.09 based on 274 days from March 3, 2022 to the scheduled date of the Originating Application, December 2, 2022, being the date that the consent judgment is sought to be granted subject to such order or further direction as given by the court.
- 85. The Bank has incurred fees, costs, expenses, legal fees and professional fees in the amount of \$24,585.56 as at October 31, 2022 in relation to the MGT Aggregate Indebtedness.
- 86. The Debtors made no payments as against the MGT Aggregate Indebtedness as of March 3, 2022 to present.
- 87. Accordingly, the Bank is entitled to enter the Consent Judgment for the MGT Aggregate Personal Guarantees in the amount of \$255,139.30 after taking in account the above amounts.
- 88. The deponent was not physically present before the commissioner, but was linked with the commissioner utilizing video technology and the process for remote commissioning of affidavits as prescribed by the Notice to the Profession & Public NPP#2020-02 dated March 25, 2020 was utilized.

SWORN BEFORE ME at Calgary, Alberta )  
This 21<sup>st</sup> day of November, 2022. )  
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)  
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A Commissioner for Oaths in and for Alberta )

Melanie Cheddi  
Barrister & Solicitor

  
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NATALIA NARAINÉ

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**TABLE OF EXHIBITS**

<b>No.</b>	<b>Exhibit</b>	<b>Description</b>	<b>Page Number</b>
1.	Exhibit "A"	Corporate search of each of the Borrowers (bundle of documents)	E1-E8
2.	Exhibit "B"	Copies of the MGT Management Loan Agreement (bundle of documents)	E9-E18
3.	Exhibit "C"	Copy of the Visa Agreement	E19-E29
4.	Exhibit "D"	Copy of the MGT Aggregate Loan Agreement	E30-E33
5.	Exhibit "E"	Copies MGT Management Personal Guarantees (bundle of documents)	E34-E47
6.	Exhibit "F"	Copy of MGT Management Corporate Guarantee	E48-E54
7.	Exhibit "G"	Copies of MGT Aggregate Personal Guarantees (bundle of documents)	E55-E66
8.	Exhibit "H"	Copy of MGT Aggregate Corporate Guarantee	E67-E72
9.	Exhibit "I"	Copy of the MGT Management Security (bundle of documents)	E73-E94
10.	Exhibit "J"	Copy of the MGT Aggregate GSA	E95-E107
11.	Exhibit "K"	Copy of the Ontario Personal Property Registry search results for MGT Management.	E108-E114
12.	Exhibit "L"	Copy of the Alberta Personal Property Registry search results for MGT Management.	E115-E151
13.	Exhibit "M"	Copy of the Alberta Personal Property Registry search results for MGT Aggregate.	E152-E163
14.	Exhibit "N"	Copies of the letters sent in accordance with the Demand regarding the MGT Management Indebtedness on March 4, 2022 (bundle of documents)	E164-E174
15.	Exhibit "O"	Copies of the letters sent in accordance with the Demand regarding the MGT Aggregate Indebtedness on March 4, 2022 (bundle of documents)	E175-E185
16.	Exhibit "P"	Copies of Forbearance Agreement (bundle of documents)	E186-E212
17.	Exhibit "Q"	Copy of Consent Receivership Order	E212-E229
18.	Exhibit "R"	Copies of Consent Judgements (bundle of documents)	E230-E235
19.	Exhibit "S"	Copy of the Default Letter	E236-E239
20.	Exhibit "T"	Copy of WCB Demand	E240-E242
21.	Exhibit "U"	Consent to act as Receiver signed by BDO	E243-E244



# EXHIBIT "A"

**This is Exhibit "A" referred to in the  
Affidavit of Natalia Naraine Sworn  
before me this 21st  
day of November, 2022.**



**A Commissioner for Oaths in  
and for the Province of Alberta**

Melanie Cheddi  
Barrister & Solicitor

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

Date of Search: 2022/10/11  
 Time of Search: 03:24 PM  
 Search provided by: MCMILLAN LLP  
 Service Request Number: 38435425  
 Customer Reference Number: 289058

Corporate Access Number: 2019367636  
 Business Number: 780122321  
 Legal Entity Name: MGT AGGREGATE PRODUCTS INC.

Legal Entity Status: Active  
 Alberta Corporation Type: Named Alberta Corporation  
 Registration Date: 2015/12/04 YYYY/MM/DD  
 Date of Last Status Change: 2021/06/04 YYYY/MM/DD

## Registered Office:

Street: 4802 50 ST  
 City: RED DEER  
 Province: ALBERTA  
 Postal Code: T4N1X4

## Records Address:

Street: 4802 50 ST  
 City: RED DEER  
 Province: ALBERTA  
 Postal Code: T4N1X4

Email Address: INFO@CHAPMANRIEBEEK.COM

## Primary Agent for Service:

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
TOMLINSON	MIKE			7 CALDWELL POINT	SYLVAN LAKE	ALBERTA	T4N0N4	MG.TOMLINSON

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**Directors:**

**Last Name:** TOMLINSON  
**First Name:** MIKE  
**Street/Box Number:** 7 CALDWELL POINT  
**City:** SYLVAN LAKE  
**Province:** ALBERTA  
**Postal Code:** T4S0N4

**Voting Shareholders:**

**Last Name:** TOMLINSON  
**First Name:** MIKE  
**Street:** 7 CALDWELL POINT  
**City:** SYLVAN LAKE  
**Province:** ALBERTA  
**Postal Code:** T4S0N4  
**Percent Of Voting Shares:** 100

**Details From Current Articles:****The information in this legal entity table supersedes equivalent electronic attachments**

**Share Structure:** SEE ATTACHED SCHEDULE "A"  
**Share Transfers Restrictions:** NO SHARE OF THE CORPORATION MAY BE TRANSFERRED WITHOUT APPROVAL OF THE BOARD OF DIRECTORS BY RESOLUTION PASSED AT A DULY CONSTITUTED MEETING OF THE BOARD OF DIRECTORS.  
**Min Number Of Directors:** 1  
**Max Number Of Directors:** 10  
**Business Restricted To:** NONE  
**Business Restricted From:** NONE  
**Other Provisions:** NONE

**Other Information:****Last Annual Return Filed:**

File Year	Date Filed (YYYY/MM/DD)
2020	2021/06/04

**Outstanding Returns:**

Annual returns are outstanding for the 2021 file year(s).

**Filing History:**

List Date (YYYY/MM/DD)	Type of Filing
2015/12/04	Incorporate Alberta Corporation
2020/02/22	Update BN
2021/05/27	Status Changed to Start for Failure to File Annual Returns
2021/06/04	Enter Annual Returns for Alberta and Extra-Provincial Corp.
2022/10/05	Change Address

**Attachments:**

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2015/12/04

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.



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# Government of Alberta ■ Corporation/Non-Profit Search

## Corporate Registration System

Date of Search: 2022/10/11  
 Time of Search: 03:23 PM  
 Search provided by: MCMILLAN LLP  
 Service Request Number: 38435390  
 Customer Reference Number: 289096

**Corporate Access Number:** 2118780242

**Business Number:**

**Legal Entity Name:** MGT MANAGEMENT INC.

**Legal Entity Status:** Active  
**Extra-Provincial Type:** Other Prov/Territory Corps  
**Registration Date:** 2015/02/13 YYYY/MM/DD  
**Date of Last Status Change:** 2021/06/04 YYYY/MM/DD  
**Date Of Formation in Home Jurisdiction:** 2011/12/19 YYYY/MM/DD  
**Home Jurisdiction:** ONTARIO  
**Home Jurisdiction CAN:** 002310209

**Head Office Address:**

**Street:** LLF LAWYERS LLP, 332 AYLMER STREET N.  
**City:** PETERBOROUGH  
**Province:** ONTARIO  
**Postal Code:** K9J7H4  
**Email Address:** INFO@CHAPMANRIEBEEK.COM

**Primary Agent for Service:**

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
SAWCHUK	HARRY		CHAPMAN RIEBEEK LLP	4802 50 ST	RED DEER	ALBERTA	T4N1X4	INFO@CHAPMANR

**Directors:**

*AW*

**Last Name:** TOMLINSON  
**First Name:** MIKE  
**Street/Box Number:** 7 CALDWELL POINT  
**City:** SYLVAN LAKE  
**Province:** ALBERTA  
**Postal Code:** T4S0N4

**Voting Shareholders:**

**Last Name:** TOMLINSON  
**First Name:** MIKE  
**Street:** 7 CALDWELL POINT  
**City:** SYLVAN LAKE  
**Province:** ALBERTA  
**Postal Code:** T4S0N4  
**Percent Of Voting Shares:** 100

**Other Information:**

**Last Annual Return Filed:**

File Year	Date Filed (YYYY/MM/DD)
2021	2021/06/04

**Outstanding Returns:**

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

**Filing History:**

List Date (YYYY/MM/DD)	Type of Filing
2015/02/13	Register Extra-Provincial Profit / Non-Profit Corporation
2019/08/09	Change Attorney
2021/03/28	Attorney for Service converted to Agent for Service
2021/05/27	Status Changed to Start for Failure to File Annual Returns
2021/06/04	Enter Annual Returns for Alberta and Extra-Provincial Corp.
2022/10/05	Change Address

*AW*

2022/10/05 Change Agent for Service

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.



*MW*



# EXHIBIT "B"

**This is Exhibit "B" referred to in the  
Affidavit of Natalia Naraine Sworn  
before me this 21st  
day of November, 2022.**



**A Commissioner for Oaths in  
and for the Province of Alberta**

Melanie Cheddi  
Barrister & Solicitor





Royal Bank of Canada  
Commercial Financial Services  
4943 Ross St  
Red Deer AB T4N 1Y1

July 2, 2021

Private and Confidential

**MGT MANAGEMENT INC.**  
7 Caldwell Point  
Sylvan Lake AB  
T4S0N4

ROYAL BANK OF CANADA (the "Bank") hereby confirms the credit facilities described below (the "Credit Facilities") subject to the terms and conditions set forth below and in the attached Terms & Conditions and Schedules (collectively the "Agreement"). This Agreement amends and restates without novation the existing agreement dated May 10, 2017 and any amendments thereto. Any amount owing by the Borrower to the Bank under such previous agreement is deemed to be a Borrowing under this Agreement. Any and all security that has been delivered to the Bank and is set forth as Security below, shall remain in full force and effect; is expressly reserved by the Bank and, unless expressly indicated otherwise, shall apply in respect of all obligations of the Borrower under the Credit Facilities. Unless otherwise provided, all dollar amounts are in Canadian currency.

The Bank reserves all of its rights and remedies at any time and from time to time in connection with any or all breaches, defaults or Events of Default now existing or hereafter arising under this Agreement or any other agreement delivered to the Bank, and whether known or unknown, and this Agreement shall not be construed as a waiver of any such breach, default or Event of Default.

**BORROWER:** MGT Management Inc. (the "Borrower")

**CREDIT FACILITIES**

Facility #1: \$1,000,000.00 revolving demand facility, by way of:

a) RBP based loans ("RBP Loans");

Revolves in increments of:	\$5,000.00	Minimum retained balance:	\$0.00
Revolves by:	Bank	Interest rate (per annum):	RBP + 2.00%

**AVAILABILITY**

The Borrower may borrow, repay and reborrow up to the amount of this facility provided this facility is made available at the sole discretion of the Bank and the Bank may cancel or restrict the availability of any unutilized portion at any time and from time to time without notice.

Borrowings outstanding under this facility must not exceed at any time the aggregate of the following, less Potential Prior-Ranking Claims for the Borrower and MGT Aggregate Products Inc. (the "Borrowing Limit"):

a) 75% of Good Canadian/US Accounts Receivable;

\* Registered Trademark of Royal Bank of Canada

*Handwritten mark*

MGT Management Inc.

July 2, 2021

- b) 75% of Good Designated Accounts Receivable;
- c) to a maximum of \$500,000.00; 25% of the lesser of cost or net realizable value of Raw Materials Inventory.

**REPAYMENT**

Notwithstanding compliance with the covenants and all other terms and conditions of this Agreement, Borrowings under this facility are repayable on demand.

**GENERAL ACCOUNT**

The Borrower shall establish a current account with the Bank (the "General Account") for the conduct of the Borrower's day-to-day banking business. The Borrower authorizes the Bank daily or otherwise as and when determined by the Bank, to ascertain the balance of the General Account and:

- a) If such position is a debit balance the Bank may, subject to the revolving increment amount and minimum retained balance specified in this Agreement, make available a Borrowing by way of RBP Loans under this facility;
- b) If such position is a credit balance, where the facility is indicated to be Bank revolved, the Bank may, subject to the revolving increment amount and minimum retained balance specified in this Agreement, apply the amount of such credit balance or any part as a repayment of any Borrowings outstanding by way of RBP Loans under this facility.

**OTHER FACILITIES**

The Credit Facilities are in addition to the following facilities (the "Other Facilities"). The Other Facilities will be governed by this Agreement and separate agreements between the Borrower and the Bank. In the event of a conflict between this Agreement and any such separate agreement, the terms of the separate agreement will govern.

- a) Credit Card to a maximum amount of \$35,000.00.

**FEES****Monthly Fee:**

Payable in arrears on the same day of each month.

Management Fee: \$500.00

**SECURITY**

Security for the Borrowings and all other obligations of the Borrower to the Bank, including, without limitation, any amounts outstanding under any Leases, if applicable, (collectively, the "Security"); shall include:

- a) General security agreement on the Bank's form 924 signed by the Borrower constituting a first ranking security interest in all personal property of the Borrower;
- b) Security agreement (chattel mortgage) on the Bank's form 927 signed by the Borrower constituting a first ranking and specific security interest in:
  - 1) 2014 I44I Impactor SN 83042
  - 2) 2013 McClosky S190 Screener SN 81596
  - 3) 2014 McCloskey Conveyor SN 82760
  - 4) XR30 Xcentric Ripper SN 14120401f
  - 5) 2012 Nissan Titan SN# 1N6AA0EC4CN329552
  - 6) 2006 used Hyundai model 200.W7 SN# N60410322
  - 7) 2014 Komatsu PC290LC Excavator SN# A25799 including all attachments and accessories.

MGT Management Inc.

July 2, 2021

- 8.) 2013 John Deere Articulated Dump Truck SN#1DW370ETCDE653161 with all attachments and accessories.
- 9.) 2011 Komatsu PC450LC 8 Excavator : SN#KMTPG192E54A10278 with Cleanup bucket and Digging bucket and all attachments and accessories.
- c) Collateral mortgage in the amount of \$100,000.00 signed by the Borrower constituting a second fixed charge on the lands and improvements located at 2512 Keitel Drive, Peterborough, ON;
- d) Guarantee and postponement of claim on the Bank's form 812 in the amount of \$320,000.00 signed by Michael Tomlinson;
- e) Guarantee and postponement of claim on the Bank's form 812 in the amount of \$1,725,000.00 signed by MGT Aggregate Products Inc., supported by a general security agreement on the Bank's form 924 constituting a first ranking security interest in all personal property of MGT Aggregate Products Inc.;
- f) Guarantee and postponement of claim on the Bank's form 812 in the amount of \$897,375.00 signed by Michael Tomlinson;
- g) Postponement and assignment of claim on the Bank's form 918 signed by Alcedio Capital Inc.;
- h) Postponement and assignment of claim on the Bank's form 918 signed by Michael Tomlinson;

**REPORTING REQUIREMENTS.**

The Borrower will provide the following to the Bank:

- a) monthly Borrowing Limit Certificate, substantially in the form of Schedule "F" signed on behalf of the Borrower by any one of the Chief Executive Officer, the President, the Vice-President Finance, the Treasurer, the Comptroller, the Chief Accountant or any other employee of the Borrower holding equivalent office, within 30 days of each month end;
- b) monthly aged list of accounts receivable, aged list of accounts payable, listing of inventory; and listing of Potential Prior-Ranking Claims for the Borrower, within 30 days of each month end;
- c) monthly company prepared financial statements for the Borrower, within 30 days of each month end;
- d) annual review engagement financial statements for the Borrower, within 120 days of each fiscal year end;
- e) annual notice to reader financial statements for the Borrower, within 120 days of each fiscal year end;
- f) such other financial and operating statements and reports as and when the Bank may reasonably require.

**CONDITIONS PRECEDENT:**

In no event will the Credit Facilities or any part thereof be available unless the Bank has received:

- a) a duly executed copy of this Agreement;
- b) the Security, provided for herein, registered, as required, to the satisfaction of the Bank;
- c) such financial and other information or documents relating to the Borrower or any Guarantor, if applicable as the Bank may reasonably require; and
- d) such other authorizations, approvals, opinions and documentation as the Bank may reasonably require.

MGT Management Inc.

July 2, 2021

Additionally:

- e). all documentation to be received by the Bank shall be in form and substance satisfactory to the Bank.

**BUSINESS LOAN INSURANCE PLAN**

The Borrower hereby acknowledges that the Bank has offered it group creditor insurance coverage on the Borrowings under the Business Loan Insurance Plan and the Borrower hereby acknowledges that it is the Borrower's responsibility to apply for any new or increased insurance amount for the Borrowings that may be eligible.

If the Borrower decides to apply for insurance on the Borrowings, the application will be made via the Bank's Business Loan Insurance Plan application (form 3460 ENG or 53460 FRE). If the Borrower has existing uninsured Borrowings and decides not to apply for Business Loan Insurance Plan coverage on any new Borrowings, it hereby acknowledges that the Bank may accept the Borrower's signature below as the Borrower's waiver of the Bank's offer to apply for Business Loan Insurance Plan coverage on all such Borrowings, and that all such Borrowings are not insured under the Policy as at the date of acceptance of this Agreement.

If the Borrower has Business Loan Insurance Plan coverage on previously approved Borrowings, such coverage will be applied automatically to all new Borrowings eligible for Business Loan Insurance Plan coverage that share the same loan account number, up to the approved amount of Business Loan Insurance Plan coverage. This Agreement cannot be used to waive coverage on new Borrowings eligible for Business Loan Insurance Plan coverage if Business Loan Insurance Plan coverage is in effect on the Borrower's existing Borrowings. If the Borrower does not want Business Loan Insurance Plan coverage to apply to any new Borrowings, a different loan account number will need to be set up and all uninsured loans attached to it.

If the Borrower has existing Borrowings to which Business Loan Insurance Plan coverage applies, and any new Borrowings would exceed the approved amount of Business Loan Insurance Plan coverage already in place, the Borrower must apply for additional Business Loan Insurance Plan coverage (if eligible) in order for Business Loan Insurance Plan coverage to apply to any new Borrowings. If the Borrower decides not to apply for additional Business Loan Insurance Plan coverage in respect of any new Borrowings (if eligible), the Borrower hereby acknowledges that the Bank may accept the Borrower's signature below as the Borrower's waiver of the Bank's offer to apply for additional Business Loan Insurance Plan coverage on such new Borrowings and that such new Borrowings are not insured under the Policy as at the date the Borrower executes this Agreement.

If there are any discrepancies between the insurance information in this Agreement and the Business Loan Insurance Plan documents regarding the Borrowings, the Business Loan Insurance Plan documents govern.

Business Loan Insurance Plan premiums (plus applicable taxes), will be taken as a separate payment, directly from the bank account associated with the loan, at the same frequency and schedule as your regular loan payments, where applicable. As premiums are based on the outstanding loan balance and the insured person's age at the time the premiums are due, the cost of Business Loan Insurance Plan coverage may increase during the term of the loan. The premium calculation is set out in the Business Loan Insurance Plan terms and conditions provided to the Borrower at the time the application for Business Loan Insurance Plan coverage was completed. Refer to the terms and conditions (form 3460 ENG or 53460 FRE) for further explanation and disclosure.

**GOVERNING LAW JURISDICTION:**

Province of Alberta.

**ACCEPTANCE**

MGT Management Inc.

July 2, 2021

This Agreement is open for acceptance until August 2, 2021, after which date it will be null and void, unless extended by the Bank in its sole discretion.

ROYAL BANK OF CANADA



Per: \_\_\_\_\_  
Title: Vice President

RBC Contact: Arnold Masson

/mp

We acknowledge and accept the terms and conditions of this Agreement on this 2 day of July, 2021.

MGT MANAGEMENT INC.

Per: \_\_\_\_\_  
Name: Mike Hamilton  
Title: president

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

We have the authority to bind the Borrower

Attachments:

Terms and Conditions

Schedules:

- Definitions
- Calculation and Payment of Interest and Fees
- Borrowing Limit Certificate
- RBC Covarity Dashboard Terms and Conditions



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Royal Bank of Canada  
Commercial Financial Services  
4943 Ross St  
Red Deer AB T4N 1Y1

August 10, 2021

Private and Confidential

**MGT MANAGEMENT INC.**  
7 Caldwell Point  
Sylvan Lake AB  
T4S0N4

We refer to the agreement dated July 2, 2021 and any amendments thereto, between MGT Management Inc., as the Borrower, and Royal Bank of Canada, as the Bank, (the "Agreement").

The Bank reserves all of its rights and remedies at any time and from time to time in connection with any or all breaches, defaults or events of default now existing or hereafter arising under any Bank document, and whether known or unknown, and this amending agreement shall not be construed as a waiver of any such breach, default or events of default.

All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

The Agreement is amended as follows:

1. Under the Reporting Requirements section, paragraph b) is amended and restated as follows:
  - b) monthly aged list of accounts receivable, aged list of accounts payable and listing of inventory for the Borrower, within 30 days of each month end;

**BUSINESS LOAN INSURANCE PLAN**

The Borrower hereby acknowledges that the Bank has offered it group creditor insurance coverage on the Borrowings under the Business Loan Insurance Plan and the Borrower hereby acknowledges that it is the Borrower's responsibility to apply for any new or increased insurance amount for the Borrowings that may be eligible.

If the Borrower decides to apply for insurance on the Borrowings, the application will be made via the Bank's Business Loan Insurance Plan application (form 3460 ENG or 53460 FRE). If the Borrower has existing uninsured Borrowings and decides not to apply for Business Loan Insurance Plan coverage on any new Borrowings, it hereby acknowledges that the Bank may accept the Borrower's signature below as the Borrower's waiver of the Bank's offer to apply for Business Loan Insurance Plan coverage on all such Borrowings, and that all such Borrowings are not insured under the Policy as at the date of acceptance of this Agreement.

If the Borrower has Business Loan Insurance Plan coverage on previously approved Borrowings, such coverage will be applied automatically to all new Borrowings eligible for

\* Registered Trademark of Royal Bank of Canada

*MM*



MGT Management Inc.

August 10, 2021

Business Loan Insurance Plan coverage that share the same loan account number, up to the approved amount of Business Loan Insurance Plan coverage. This Agreement cannot be used to waive coverage on new Borrowings eligible for Business Loan Insurance Plan coverage if Business Loan Insurance Plan coverage is in effect on the Borrower's existing Borrowings. If the Borrower does not want Business Loan Insurance Plan coverage to apply to any new Borrowings, a different loan account number will need to be set up and all uninsured loans attached to it.

If the Borrower has existing Borrowings to which Business Loan Insurance Plan coverage applies, and any new Borrowings would exceed the approved amount of Business Loan Insurance Plan coverage already in place, the Borrower must apply for additional Business Loan Insurance Plan coverage (if eligible) in order for Business Loan Insurance Plan coverage to apply to any new Borrowings. If the Borrower decides not to apply for additional Business Loan Insurance Plan coverage in respect of any new Borrowings (if eligible), the Borrower hereby acknowledges that the Bank may accept the Borrower's signature below as the Borrower's waiver of the Bank's offer to apply for additional Business Loan Insurance Plan coverage on such new Borrowings and that such new Borrowings are not insured under the Policy as at the date the Borrower executes this Agreement.

If there are any discrepancies between the insurance information in this Agreement and the Business Loan Insurance Plan documents regarding the Borrowings, the Business Loan Insurance Plan documents govern.

Business Loan Insurance Plan premiums (plus applicable taxes), will be taken as a separate payment, directly from the bank account associated with the loan, at the same frequency and schedule as your regular loan payments, where applicable. As premiums are based on the outstanding loan balance and the insured person's age at the time the premiums are due, the cost of Business Loan Insurance Plan coverage may increase during the term of the loan. The premium calculation is set out in the Business Loan Insurance Plan terms and conditions provided to the Borrower at the time the application for Business Loan Insurance Plan coverage was completed. Refer to the terms and conditions (form 3460 ENG or 53460 FRE) for further explanation and disclosure.

#### **CONDITIONS PRECEDENT**

The effectiveness of this amending agreement is conditional upon receipt of:

- a) a duly executed copy of this amending agreement;
- b) the Security provided for herein, registered, as required, to the satisfaction of the Bank;
- c) such financial and other information or documents relating to the Borrower or any Guarantor if applicable as the Bank may reasonably require; and
- d) such other authorizations, approvals, opinions and documentation as the Bank may reasonably require.

Additionally:

- e) all documentation to be received by the Bank shall be in form and substance satisfactory to the Bank.

#### **COUNTERPART EXECUTION**

This amending agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together constitute one and the same instrument.

All other terms and conditions outlined in the Agreement remain unchanged and in full force and effect.

MGT Management Inc.

August 10, 2021

This amending agreement is open for acceptance until September 10, 2021, after which date it will be null and void unless extended by the Bank in its sole discretion.

ROYAL BANK OF CANADA



Per: \_\_\_\_\_  
Title: Vice President

RBC Contact: Arnold Masson

As

Agreed to and accepted this 13 day of August, 2021.

MGT MANAGEMENT INC.

Per: \_\_\_\_\_  
Name: M. J. A.  
Title: President / CEO

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

We have the authority to bind the Borrower



# EXHIBIT "C"

**This is Exhibit "C" referred to in the  
Affidavit of Natalia Naraine Sworn  
before me this 21st  
day of November, 2022.**



**A Commissioner for Oaths in  
and for the Province of Alberta**

Melanie Cheddi  
Barrister & Solicitor





RBC Royal Bank<sup>®</sup>

### RBC Royal Bank<sup>®</sup> Visa Business Card Agreement

For good and valuable consideration, we accept your offer for the Account and each Card on the following terms and conditions:

**1. What the Words Mean:** In this Agreement and the Disclosure Statement, please remember that,

"we", "our" and "us" mean the person or entity which has signed or submitted the Application and/or this Agreement, and;

"you" and "your" mean Royal Bank of Canada and companies under RBC<sup>®</sup>;

Please also remember that in this Agreement and the Disclosure Statement:

"Account" means the RBC Royal Bank Visa Business Card account you have opened in a Cardholder's name to which Debt is charged;

"Account Statement" means your written statement of the Account that you prepare for a Cardholder about every three (3) or four (4) weeks. The period covered by each Account Statement will vary between 27 days and 34 days;

"Aggregate Credit Limit" means the maximum aggregate amount of Debt that can remain outstanding and unpaid at any time in the Accounts of all Cardholders under this Agreement;

"Agreement" means this Visa Business Card Agreement and all annexes attached to this Visa Business Card Agreement;

"Application" means the request made to you for the Account and each Card;

"Authorized Person" means any individual we have designated in writing as being authorized to ask you to open an Account and issue a Card to a Cardholder under this Agreement and to perform administrative duties for us under this Agreement;

"Card" means any Visa Business credit card you issue to a Cardholder on an Account in their name at our request, and all renewals of and replacements for that credit card;

"Cardholder" means an individual for whom you have opened an Account and to whom you have issued a Card on that Account at the request of an Authorized Person under this Agreement;

"Cash Advance" means an advance of cash that is charged to a Cardholder's Account with, or in connection with, their Card (or any other eligible Account access card you have issued to the Cardholder) and bill payments made from the Account at a bank branch, at a banking machine or on the Internet, Credit Card Cheques, balance transfers and "cash-like" transactions, including, without limitation, money orders, wire transfers, travellers' cheques, and gaming transactions (including betting, off-track betting, race track wagers, casino gaming chips, lottery tickets);

"Credit Limit" means the maximum amount of Debt that can remain outstanding and unpaid at any time in a Cardholder's Account under this Agreement;

"Debt" means all amounts charged to a Cardholder's Account with or in connection with their Card, including Purchases, Cash Advances, interest, and Fees;

"Disclosure Statement" means your written statement of the Interest Rates and Fees for each Account and each Card set out in a document accompanying each Card when you issue it to a Cardholder and in any other document or statement you may send to Cardholders or us from time to time;

"Fee" means a fee that applies to a Cardholder's Account and this Agreement, as set out in the Disclosure Statement and in any document or other written statement you may send to the Cardholder or us from time to time;

"Grace Period" means the number of days between the Cardholder's Statement Date and Payment Due Date;

"Interest-Bearing Balance" means the unpaid balance of the Debt outstanding in a Cardholder's Account that is made up of any combination of Interest-Bearing Purchases and Interest-Bearing Fees and Cash Advances;

"Interest-Bearing Purchase and Interest-Bearing Fee" means a Purchase or Fee appearing on an Account Statement for the first time whether either or both of the following occurs: (i) the Debt shown on that Account Statement is not paid in full by that Account Statement's Payment Due Date or (ii) the Debt shown on the preceding Account Statement was not paid in full by the preceding Account Statement's Payment Due Date;

"Interest Rate (Cash Advances including Credit Card Cheques)" means the annual percentage rate of interest referred to in the Disclosure Statement and set out on each Account Statement that applies to each Cash Advance;

"Interest Rate (Interest-Bearing Purchases and Interest-Bearing Fees)" means the annual percentage rate of interest referred to in the Disclosure Statement and set out on each Account Statement that applies to each Interest-Bearing Purchase and Interest-Bearing Fee;

"Interest Rates" mean, collectively, the Interest Rate (Cash Advances including Credit Card Cheques) and the Interest Rate (Interest - Bearing Purchases and Interest-Bearing Fees);

"Liability Waiver Program" means the RBC Royal Bank Visa Liability Waiver program in force from time to time, a current copy of which is annexed to this Agreement;

"Minimum Payment" means the amount indicated as such on an Account Statement;

"New Balance" means the amount indicated as such on an Account Statement;

"Payment Due Date" means the date indicated as such on an Account Statement;

"Personal Identification Number" means the personal identification number that a Cardholder has selected in your prescribed manner;

"Purchase" means a purchase of goods or services (or both) that is charged to a Cardholder's Account with or in connection with their Card; and

"Statement Date" means the last date of the Statement period for which an Account Statement is produced.

**2. General Terms of Agreement:** This Agreement and the Disclosure Statement apply to each Account and Card. This Agreement replaces all prior Visa Business Card agreements between you and us for each Account and Card.

This Agreement is our promise to pay amounts owing on each of our Visa Business Accounts. It together with our Visa Business Card Application explains our rights and duties.

We acknowledge and agree that we must provide each Cardholder with a copy of this Agreement.

If a Cardholder signs, activates or uses their Card or their Account, it will mean that we have received and read this Agreement and agree to and accept all of its terms.

We confirm that all information provided to you regarding the applicant's ownership, control and structure is true, complete and accurate in all respects.

We must promptly give you up-to-date credit and financially related information about us when you ask for it. The section headings in this Agreement appear only for ease of reference purposes. They do not form part of this Agreement.

3. **Account Opening/Card Issuance and Renewal:** You will open an Account for, and will issue a Card on that Account to, a Cardholder at our request or at the request of an Authorized Person made on a fully completed request form that you have prescribed for this purpose. For any Cardholder that is not responsible for the payment of any Debt under this Agreement, you will maintain a record of the name of the Cardholder only. We acknowledge and agree that we shall obtain the name, address, telephone number, and date of birth of such Cardholders and shall maintain a record of such information obtained for a period of 7 years. We agree to immediately provide such information to you if requested by you.
- You will also issue renewal and replacement Cards (excluding an emergency replacement Card) to each Cardholder before the expiration date indicated on the Card last issued to them. You will continue to issue renewal and replacement Cards to a Cardholder in this way until we or the Cardholder tells you to stop. An emergency replacement Card will be issued by you to a Cardholder when required according to your customary operating procedures.

4. **Account and Card Use:** A Cardholder may use their Account and Card to obtain advances of money from you through Purchase transactions, Cash Advance transactions and other transactions you permit from time to time. The use of each Account and Card is governed by this Agreement. An Account and Card may only be used by the Cardholder in whose name it has been opened or issued. A Cardholder must not use their Card after the expiration date shown on it or after the termination of this Agreement. A Cardholder may not use their Card for any illegal, improper or unlawful purpose.

You reserve the right to refuse your authorization for certain types of transactions as determined by you.

5. **Account and Card Ownership:** You are the owner of each Account and Card. Neither we nor any Cardholder has the right to assign or transfer this Agreement, any Card or any Account to anyone else.
6. **Lost or Stolen Card:** We or a Cardholder must tell you at once if the Cardholder's Card is lost or stolen or if we or the Cardholder suspects it is lost or stolen. We or the Cardholder may do this in the way you have set out on each Account Statement.

If a Cardholder's Card is lost or stolen, we will be liable to you for:

1. all Debt on the Cardholder's Account, up to a maximum of \$1,000.00, resulting from the loss or theft of their Card that is incurred before the time we or the Cardholder tells you about that loss or theft through any one or more transactions on the Cardholder's Account in which only their Card or Cardholder's Account number has been used to complete those transactions, and

2. all Debt resulting from the loss or theft of their Card that is incurred before the time we or the Cardholder tells you about that loss or theft through any one or more transactions on the Cardholder's Account in which their Card and Personal

Identification Number have been used together to complete those transactions.

We will not be liable to you for any Debt resulting from the loss or theft of the Cardholder's Card that is incurred after the time we or the Cardholder tells you about that loss or theft.

7. **Card Cancellation/Revocation or Suspension of Use:** We may cancel a Cardholder's Account and Card for any reason (including, without limitation, the death of the Cardholder) by providing you with written notice of cancellation of that Account and Card. Subject to Section 6, we will be liable to you for all Debt, howsoever and by whomsoever incurred, resulting from the use of the Cardholder's Account or Card from the time we provide written notice of cancellation to you of the Cardholder's Card until the time we have notified you that the Card has been destroyed.

If the Debt outstanding in a Cardholder's Account exceeds the Credit Limit at any time, you may suspend the Cardholder's right to use their Account and Card and all services you provide to the Cardholder under this Agreement until such time as that excess is paid to you in full.

You may revoke or suspend a Cardholder's right to use their Account and Card at any time without notice. The Cardholder must also surrender their Card to us or to you at our (or your) request.

8. **Limits:** You will set an Aggregate Credit Limit for all Accounts and you may change it from time to time without notice.

If we consistently make late payments or no payments, you may reduce the Aggregate Credit Limit of all accounts. You will tell us what the initial Aggregate Credit Limit is at or before the time an Account is opened for a Cardholder under this Agreement. We will not permit the Debt we owe to you at any time to exceed the Aggregate Credit Limit. However, you may (but are not required to, even if you have done so before) permit that Debt to exceed the Aggregate Credit Limit you set from time to time.

You will set a Credit Limit for each Cardholder's Account and you may change the Credit Limit for a Cardholder's Account periodically. You will tell each Cardholder what their current Credit Limit is on the document accompanying their Card when you issue it to them and on each Account Statement. We will ensure that each Cardholder observes their Credit Limit. We will not permit the Debt we owe to you in respect to an Account at any time to exceed the Credit Limit for that Account. However, you may (but are not required to, even if you have done so before) permit that Debt to exceed that Credit Limit you set from time to time. We understand that the use of any Card and the Account may be suspended, at your discretion, if the Credit Limit is exceeded. An overlimit fee will be charged to an Account when you permit the Debt to exceed the Credit Limit of that Account during an Account Statement period. You may at any time refuse to permit the Debt to exceed the Credit Limit of an Account and require us to pay any balances which exceed the Credit Limit of an Account.

9. **Liability for Debt:** Subject to Sections 6. and 7., and except as may otherwise be provided under the Liability Waiver Program, we will be liable to you for all Debt charged to each Account, no matter how it is incurred or who has incurred it and even though you may send Account Statements to Cardholders and not to us. However, you will

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provide Account Statement or other information about that Debt to us at our request. You may apply any money we have on deposit with you or any of your affiliates against any Debt we have not paid to you as required under this Agreement without notice to us.

10. **Making Payments:** It is our responsibility to ensure that payment on each Cardholder's Account is received by you for credit to each Account by the Payment Due Date shown on each Account Statement, even if our Payment Due Date falls on a holiday or weekend.

Payments can be made on each Account at any time. Payment can be made by mail, at one of your branches, at an ATM that processes such payments through your telephone or online banking services or at certain other financial institutions that accept such payments. Even when normal postal service is disrupted, payments must continue to be made on each Account.

Payments do not automatically adjust the available Credit Limit. Payments on each Account made by mail or made through another financial institution's branch, ATM or online banking service may take several days to adjust the available Credit Limit. To ensure that a Payment is credited to a Cardholder's Account and automatically adjusts the available Credit Limit on the same business day, a Cardholder's payment must be made prior to 6:00pm local time on that business day at one of your branches or ATM's in Canada or through your telephone or online banking services.

We can also ask you to process our payment on each Payment Due Date each month by automatically debiting a bank account that we designate for that purpose. We may choose to pay the Minimum Payment, a fixed amount provided that it is not less than the Minimum Payment or our New Balance. If we ask you to automatically process payments in this manner, we agree to be bound by the terms and conditions set out in Rule H1 of the Rules of the Canadian Payments Association, as amended from time to time. In addition, we agree to waive any pre-notification requirements that exist where variable payment amounts are being authorized. We may notify you at any time that we wish to revoke our authorization and a pre-authorized payment may, under certain circumstances, be disputed for up to 90 days. The Rules are available for us to review at [www.cdnipay.ca](http://www.cdnipay.ca).

11. **Payment of Debt:**

- Subject to sub-Sections 11(b), 11(c) and Section 20, we may pay the Debt we owe to you in respect to each Cardholder's Account in full or in part at any time.
- Subject to Subsection 11.c. and Section 20, we must make a payment of the lesser of \$10.00 plus interest plus Fees as shown on the current Account Statement and our New Balance by the Payment Due Date shown in order to keep the Account up to date. Any past due amounts will continue to be included in our Minimum Payment amount.
- We must also pay the amount of any Debt that exceeds the Credit Limit for a Cardholder's Account at once to keep that Account up-to-date. We must pay this excess even though you may not yet have sent an Account Statement to the Cardholder on which that excess appears.
- We must keep each Cardholder's Account up-to-date at all times even when you are delayed in or prevented from sending, for any reason, any one or more Account Statements to Cardholders. We must contact your Card Centre identified on Account Statements at least once a month during such a delay or interruption to obtain any payment information we do not have and need to know in

order for us to comply with our obligations under this Section.

- If any payment made by us in respect of a Cardholder's Account is not honoured, or if you must return it to us because it cannot be processed, the applicable fee will be charged under Section 14., and Card privileges may be revoked or suspended by you under Section 7.
- If the New Balance on a Cardholder's previous Account Statement is paid in full by the Payment Due Date, the Grace Period for the Cardholder's current Account Statement will continue to be the minimum number of days applicable to the Card (21 days for Visa Classic and 17 days for Visa Avion®). If the previous New Balance on a Cardholder's Account Statement is not paid in full by the Payment Due Date, the Cardholder's Payment Due Date will be extended to 25 days from the Statement Date regardless of the type of Visa Card held by the Cardholder.

12. **Interest Charges:**

- Interest-Free Purchases and Interest-Free Fee:** We will not pay interest on the amount of any Purchase or Fee appearing on an Account Statement for the first time provided that all Debt shown on that Account Statement is paid in full by that Account Statement's Payment Due Date and all Debt shown on the preceding Account Statement was also paid in full by that preceding Account Statement's Payment Due Date.
- Interest-Bearing Balance:** We will pay interest on the Interest-Bearing Balance at the Interest Rates in effect in the manner described below and in sub-Section 12.(c):

You will charge us interest:

- on the amount of each Interest-Bearing Purchase and Interest-Bearing Fee from (and including) the transaction date recorded for them on the Account Statement where they appeared for the first time to the day you receive payment in full of the Interest-Bearing Balance; and
- on the amount of each Cash Advance (including Credit Card Cheques) from (and including) the day they are obtained to the day you receive payment in full of the Interest-Bearing Balance.
- Interest Calculation:** The Interest you charge on the Interest-Bearing Balance accrues daily.

You will calculate the interest on the Interest-Bearing Balance made up of Cash Advances by multiplying this Interest-Bearing Balance outstanding on any day by the Interest Rate (Cash Advances and Credit Card Cheques) in effect and dividing the result by the number of days in the year. You will calculate the interest on the Interest-Bearing Balance made up of Interest-Bearing Purchases and Interest-Bearing Fees by multiplying this Interest-Bearing Balance outstanding on any day by the Interest Rate (Interest-Bearing Purchase and Interest-Bearing Fee) in effect and dividing the result by the number of days in the year.

You will post the interest we owe on the Interest-Bearing Balance for the period covered by an Account Statement to the Account at the end of that period. Since the interest you charge on the Interest-

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Bearing Balance accrues daily up to the time you receive a payment of the Debt, the final interest charge on the interest-bearing Balance for that period can only be calculated and included on the Account Statement that shows the payment.

13. **Payment Allocation:** When we make a payment you will apply the amount up to our Minimum Payment, first to any interest and second to any fees. You will apply the remainder of any Minimum Payment to our New Balance, generally starting with amounts bearing the lowest interest rate before amounts bearing higher interest rates.

If we pay more than our Minimum Payment, you will apply the amount over the Minimum Payment to the remainder of our New Balance. If the different amounts that make up our New Balance are subject to different interest rates, you will allocate our excess payment in the same proportion as each amount bears to the remainder of our New Balance. If the same interest rate is applicable to both a cash advance (which never benefits from an interest-free grace period) and a purchase, you will apply our payment against the cash advance and the purchase in a similar proportionate manner. If we have paid more than our New Balance, you will apply any payment in excess of the New Balance to amounts that have not yet appeared on our monthly statement in the same manner as set out above.

Credits arising from returns or adjustments are generally first applied to transactions of a similar type, second to any interest and fees, and the remainder to other amounts owing in the same manner as you apply payments in excess of the Minimum Payment.

Unless you otherwise agree, any payment must be made in money which is legal tender at the time of payment. As well, the mere lapse of the time fixed for performing an obligation under this Agreement will have the effect of putting us in default of it.

14. **Fees:** We must pay all Fees. You will charge them to the Cardholder's Account at the time they are incurred.
15. **Banking Machines:** A Cardholder may use their Card together with their Personal Identification Number to make transactions on their Account at those banking machines and terminals you operate and at any other banking machines or terminals you designate from time to time, subject to the Cardholder's agreement with you governing the use of their Personal Identification Number.
16. **Debt Incurred Without a Card:** If a Cardholder incurs Debt without having presented their Card to a merchant (such as for internet, mail order or telephone Purchase), the legal effect will be the same as if the Cardholder had used their Card and signed a Purchase or Cash Advance draft.
17. **Transfer of Your Rights:** You may transfer any or all of your rights under this Agreement and the Disclosure Statement, by way of assignment, sale or otherwise. If you do so, you can give information concerning the Account to anyone you transfer your rights to, but will ensure that they are bound to respect our privacy rights in that information.
18. **Changes to Disclosure Statement:** You may change the Interest Rates and Fees for each Cardholder's Account and this Agreement set out or referred to in the Disclosure Statement periodically. We will be given at least thirty (30) days prior written notice of each change, directed to our address last appearing on your records. If any Card is used or any Debt remains unpaid after the effective date of a change, it will mean that we have agreed to the change.
19. **Changes to Agreement:** You may change this

Agreement periodically. Subject to Section (8), we will be given at least thirty (30) days prior written notice of each change, directed to our address last appearing on your records. If any Card is used or any Debt remains unpaid after the effective date of a change, it will mean that we have agreed to the change.

The benefits and services you provide to Cardholders are subject to terms and conditions which may be amended by you from time to time without notice to us or any Cardholder.

20. **Termination:**

1. You or we may terminate this Agreement at any time by giving written notice of termination to the party(ies) to be bound by that written notice. You must direct your written notice to our address last appearing on your records. Our written notice must be directed to your address appearing on the last Account Statement you have sent to Cardholders.

2. The occurrence of any one of the following events has the effect of putting us in default and you may terminate this Agreement at once without giving us any notice, if:

- we become insolvent or bankrupt,
- someone files a petition in bankruptcy against us,
- we make an unauthorized assignment for the benefit of our creditors,
- we institute, or someone else institutes, any proceedings for the dissolution, liquidation or winding up of our affairs,
- we institute, or someone else institutes, any other type of insolvency proceeding involving our assets under the Bankruptcy and Insolvency Act or otherwise,
- we cease or give notice of our intention to cease to carry on business or make or agree to make a bulk sale of our assets without complying with applicable laws or we commit an act of bankruptcy,
- we fail to pay any Debt or to perform any other obligation to you as required under this Agreement,
- we make any statement or representation to you that is untrue in any material respect when made, or
- there is, in your opinion, a material adverse change in our financial condition.

3. Upon termination of this Agreement, we must pay all Debt for each Account to you at once and ensure that each Cardholder destroys their Card and returns any unused Credit Card Cheques. If we fail to comply with our obligations to you under this Agreement, we will be liable to you for:

- all court costs and reasonable legal fees and expenses (on a solicitor-client basis) you incur through any legal process to recover any Debt, and
- all costs and expenses you incur in reclaiming any Card.

21. **RBC Rewards®:** If a Card allows us to earn RBC Rewards points which can be redeemed for merchandise, travel and other rewards, we acknowledge that our participation in the RBC Rewards program is subject to the RBC Rewards Terms and Conditions. The RBC Rewards Terms and Conditions are available for review at

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[www.rbc rewards.com](http://www.rbc rewards.com) and are subject to change without notice.

22. **Special Offers (Introductory and Promotional Interest Rates):** You may make special offers to us from time to time, including Introductory Interest Rate and other Promotional Interest Rate offers that temporarily lower the interest rate applicable to portions of our balance, such as when we make certain types of Cash Advances.

You sometimes make Introductory Interest Rate offers which apply to new Accounts only. For example, you could offer a low Introductory Interest Rate applicable to certain transactions for a limited period of time, such as a 3.9% Introductory Interest Rate on all Cash Advances for the first 9 months.

A Promotional Interest Rate offer is an offer you may periodically make to us and that applies to our Card after our Account has been opened. For example, you could offer us a low Promotional Interest Rate applicable on certain transactions for a limited period of time, such as a 3.9% Promotional Interest Rate on Credit Card Cheques for 9 months.

If you make us a special offer, you will explain its scope and duration and any additional terms that apply to it. If

we accept the special offer by using the Credit Card Cheques or otherwise taking advantage of the special offer, we will be bound by this Agreement and any additional terms you set out in the offer. When the promotion expires, the special offer terms will end and the terms and conditions of this Agreement will continue to apply, including those related to interest and payments. Our monthly statement will set out any Introductory Interest Rate(s) or Promotional Interest Rate(s) that apply to our New Balance, any remaining balances associated with those rates, and when those rates expire. If any expiry date falls on a date for which you do not process statements (for example, weekends and certain holidays), you will continue to provide us with the benefit of that Introductory Interest Rate or Promotional Interest Rate until your next statement processing day.

23. **Problems With a Purchase:** You will not be responsible for any problem a Cardholder has with any Purchase. If the Cardholder has a problem or dispute with a merchant regarding a Purchase, we must still pay all Debt as required by this Agreement and settle the problem or dispute directly with the merchant.

You will not be responsible if a Card is not honoured by a merchant at any time and for any other problem or dispute a Cardholder may have with a merchant. As well, you reserve the right to deny authorization of any Purchase at any time.

24. **Account Statements, Verification and Disputes:** You will send Account Statements to each Cardholder, directed to the Cardholder's address last provided to you by the Authorized Person. You will prepare our Account Statements at approximately the same time each month. If the date on which you would ordinarily prepare our Account Statements falls on a date for which you do not process statements (for example, weekends and certain holidays), you will prepare our Account Statements on your next statement processing day. Our Payment Due Date will be adjusted accordingly. We will ensure that each Cardholder promptly examines all of their Account Statements and each entry and balance recorded in them. We will notify you in writing of any errors, omissions, or objections to an Account Statement, or an entry or balance recorded in it, within thirty (30) days from the Statement Date recorded on that Account Statement.

If we do not notify you as required, you are entitled to treat the above Account Statements, entries and balances as complete, correct and binding on us and you will be released from all claims

by us in respect of those Account Statements, entries and balances.

You may use a microfilm, electronic or other reproduction of any Purchase or Cash Advance draft or other document evidencing Debt to establish our liability for that Debt. Upon request, you will provide a microfilm, electronic or other reproduction within a reasonable time frame of any Purchase or Cash Advance draft or other document evidencing the Debt.

If the item is a legitimate charge to the Cardholder's Account and the dispute is between the Cardholder or us and the merchant, we must still pay the Debt owing to you and settle the problem or dispute directly with the merchant. If the item is not a legitimate charge, you will return the item to the merchant and credit the Cardholder's Account.

25. **Authorized Person:** Upon signing this Agreement, we may designate one or more individuals as an Authorized Person who is authorized to act on our behalf and who may assist us in the administration of this Agreement.

26. **Exchange of Information Between You and Us:** Information about a Cardholder's use of their Account and Card, and pertinent information about any reimbursement of Debt received by the Cardholder from us, Cardholder employment status and location, and any other related Cardholder tracking information may be exchanged between you and us.

27. **Electronic Communication:** We acknowledge and agree that you may provide Account Statements, this Agreement or other document relating to a Cardholder's Account electronically including over the Internet or to an email address we provide you for this purpose, with our consent. Documents sent electronically will be considered "in writing" and to have been signed and delivered by you. You may rely on and consider any electronically authenticated document received from us or which appears to have been received from us as authorized and binding on us. In order to communicate with you by electronic means, we agree to comply and require each Cardholder to comply with certain security protocols that you may establish from time to time and to take all reasonable steps to prevent unauthorized access to any Account Statement and any other documents exchanged electronically.

28. **Collection, Use and Disclosure of Information:**

For purposes of this Section: (i) "Customer" means the person or entity which has signed this Agreement, its Representatives and its owners; and (ii)

"Representatives" mean directors, officers, employees, signing authorities, agents, contractors, subcontractors, service providers, consultants, internal or external auditors, legal or other professional advisors.

This Section describes how you collect, use and disclose Customer information in connection with this Agreement.

**1. Collecting Information**

You may collect and confirm financial and other information about Customer during the course of your relationship with Customer, including information:

- i. establishing Customer's existence, identity (for example, name, address, phone number, date of birth, etc.) and background;

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- ii. related to transactions arising from Customer's relationship with and through you, and from other financial institutions;
- iii. provided on any application for products or services;
- iv. for the provision of products or services; and
- v. about Customer's financial behaviour, including payment history and credit worthiness.

You may obtain this information from any source necessary for the provision of products or services, including from: (i) Customer; (ii) service arrangements made with or through you; (iii) credit reporting agencies; (iv) other financial institutions; (v) registries; and (vi) references provided to you.

Customer acknowledges receipt of notice that from time to time reports about Customer may be obtained by you from credit reporting agencies.

## II. Using Information

All information collected by, and provided to you may be used and disclosed for the following purposes:

- i. to verify Customer's identity and investigate its background;
- ii. to open and operate the Accounts or provide other products and services;
- iii. to understand Customer's financial situation;
- iv. to determine, and make decisions about, the eligibility of Customer or Customer's affiliates for the products and services;
- v. to help you better understand the current and future needs of your clients;
- vi. to communicate to Customer any benefit, feature or other information about products and services;
- vii. to help you better manage your business and your relationship with Customer;
- viii. to operate the payment card network;
- ix. to maintain the accuracy and integrity of information held by a credit reporting agency; and
- x. as required or permitted by law.

For these purposes, you may (i) share the information with other persons, including your Representatives and regulators; (ii) share the information with other financial institutions and persons with whom Customer has financial or other business dealings; and (iii) give credit, financial and other related information to credit reporting agencies who may share it with other persons. In the event information is used or shared in a jurisdiction outside of Canada, the information will be subject to, and may be disclosed in accordance with, the laws of such jurisdiction. At Customer's request, you may give the information to other persons.

You may also use the information and share it with your affiliates to: (i) manage your risks and operations and those of your affiliates; (ii) comply with valid requests for information from regulators, government agencies, public bodies or other entities who have a right to issue such requests; and (iii) let your affiliates know Customer's choices under "Other Uses" below for the sole purpose of honouring Customer's choices.

If you have Customer's social insurance number, it may be used for tax related purposes and shared with appropriate government agencies, and may also be shared with credit reporting agencies for identification purposes.

## III. Other Uses

All information collected by, and provided to you may also be used and disclosed for the following purposes:

- i. promoting products and services that may be of interest;
- ii. where not prohibited by law, referring Customer to your affiliates and for your affiliates to promote products and services that may be of interest. Customer acknowledges that as a result of such sharing, you and your affiliates may advise each other of the products or services provided; and
- iii. If Customer deals with your affiliates, you and your affiliates may, where not prohibited by law, consolidate all of the information you have with information any of your affiliates has about

*Handwritten mark*

Customer in order to manage the business of, and relationships with, you and your affiliates.

For the purposes described in subsections (i) and (ii), you and your affiliates may communicate with Customer through various channels, including mail, telephone, computer or any other electronic channel, using the most recent contact information provided.

Customer may choose not to have this information shared or used for any of these "Other Uses" by contacting you, and Customer will not be refused credit or other services just for this reason.

IV. Online Activity

Online activity information may also be collected in public and secure websites owned or operated by you or on behalf of you or your affiliates, or in any of your advertisements hosted on another person's websites, using cookies and other tracking technology, and used with other information about the Customer to assess the effectiveness of online promotions, to gather data about website functionality, to understand its interests and needs, to provide a customized online experience, and to communicate to the Customer information about the products or services. The Customer may choose not to have this information collected or used for the online personalization purposes described in this Section by contacting you.

V. Contacting You

Customer may obtain access to personal information you have about any of them at any time, including to review its content and accuracy and have it amended as appropriate, except to the extent access may be restricted as permitted or required by law. To request access to personal information or to request that Customer's information not be used for "Other Uses", Customer will contact Customer's main branch or call you toll free at 1-800 ROYAL® 1-1 (1-800-769-2511). More information about your privacy policies may be obtained by asking for a copy of the "Financial fraud prevention and privacy protection" brochure, calling the toll free number above or visiting your website at [www.rbc.com/privacysecurity/ca/](http://www.rbc.com/privacysecurity/ca/).

VI. Personal Information

The parties will treat all personal information in accordance with applicable laws. From time to time, you may request the Customer to take steps, including the entering into of additional documents, to ensure the protection of personal information and compliance with all applicable laws. The Customer will promptly comply with these requests.

VII. Other Persons

You are not responsible for any loss that occurs as a result of any use, including any unauthorized use, of information by any person, other than you and your Representatives to the extent agreed by you in this Agreement.

VIII. Consents, etc.

The Customer confirms that any necessary consent, approval, or authorization of any person has been obtained for the purposes

of collecting, using, and disclosing their information in accordance with this Agreement and applicable laws.

IX. Additional Consent

The Customer's consents and agreements in this Agreement are in addition to any other consent, authorization, or preference of the Customer regarding the collection, use, disclosure, and retention of information.

X. Your Information

The Customer will use the products and services and your confidential information only for the purposes they are provided by you, and will ensure that your confidential information is not disclosed to any person except: (i) the Customer's Representatives who need to know such confidential information in connection with the products and services, provided that such Representatives are informed of the confidential nature of such confidential information and agree to treat same in accordance with terms substantially the same as in this Agreement; (ii) to the extent legally required, provided that, if not legally prohibited, the Customer will notify you in writing prior to any such disclosure; (iii) in accordance with this Agreement; or (iv) as otherwise agreed in writing by you.

XI. Remedies

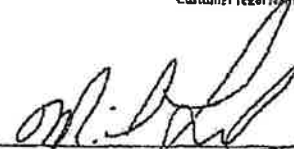
In the event of a breach or anticipated breach by a party or its Representatives of the confidentiality obligations under this Agreement, irreparable damages may occur to the other party and the amount of potential damages may be impossible to ascertain. Therefore, a party may, in addition to pursuing any remedies provided by applicable laws, seek to obtain equitable relief, including an injunction or an order of specific performance of the other party's confidentiality obligations under this Agreement.

- 29. **Liability Waiver Program:** The Liability Waiver Program applies to this Agreement and is made available at no cost to us. We may request you to waive, in accordance with the Liability Waiver Program, our liability under Section 9, for certain unauthorized charges posted to a Cardholder's Account. We agree to abide by the provisions of the Liability Waiver Program as in effect from time to time.
- 30. **Counterparts:** This Agreement may be executed in any number of counterparts, each of which when executed and delivered will be deemed to be an original, and those counterparts together will constitute one and the same agreement.
- 31. **Governing Law:** This Agreement shall be governed by the laws of our jurisdiction (or the laws of Ontario if we reside outside Canada) and the applicable laws of Canada.
- 32. **Complete Agreement, etc.:** This Agreement constitutes the complete agreement between you and us with respect to the subject matter hereof. No failure on your part to exercise, and no delay by you in exercising, any right under this Agreement will operate as a waiver thereof; nor will any single or partial exercise by you of any right under this Agreement preclude any other or further exercise thereof, or the exercise of any other right, by you under this Agreement.

Signed as of the 7th day of \_\_\_\_\_, July 2015  
Month Year

MGT MANAGEMENT INC.

Customer Legal Name

Per:   
 Name: MICHAEL TOMLINSON  
 Title: PRESIDENT

Per: \_\_\_\_\_  
 Name:  
 Title:

Per: \_\_\_\_\_  
 Name:  
 Title:

Per: \_\_\_\_\_  
 Name:  
 Title:

(\*I /WE have authority to bind the Corporation.)



**DISCLOSURE STATEMENT**

1. **General:** This Disclosure Statement applies to the Account and each Card you have issued on the Account.
2. **Interest Rates:** The Interest Rates are set out on each Account Statement. They are expressed as annual percentage rates.
3. **Annual Fee\*\*:**
  - Visa Business: \$12.00 for each Visa Business Card.
  - Visa Business Gold: \$40.00 for each Visa Business Gold Card.
  - Visa Business Platinum Avion®: \$120.00 for the first Visa Business Platinum Avion Card opened and \$50.00 for each supplementary Visa Business Platinum Avion card opened by you.

\*\* Annual fees are not refundable
4. **Other Fees:** The following schedule of fees applies to the Account:
  - A. **Cash Advance Fee:** When we obtain the following types of Cash Advances at our standard Interest Rate (Cash Advances including Credit Card Cheques) or at an Introductory Interest Rate, a \$3.50 fee for each transaction will be charged to our Account, unless otherwise stated:
    - (i) cash withdrawals from our Account at one of your branches or ATMs, or at any other financial institution's ATM, in Canada;
    - (ii) bill payments from our Account (that are not pre-authorized charges that we set up with a merchant) or when we transfer funds from our Account to another RBC Royal Bank bank account at one of your branches or ATMs, or through your online banking or telephone banking service;
    - (iii) when we make Cash-Like transactions, in Canada.

If the cash withdrawal or Cash-Like transaction occurs outside Canada, a \$5.00 fee will be charged to our Account each time.

Fees are charged within 3 business days from when the transaction is posted.

There is no fee if we are using a Credit Card Cheque at our standard Interest Rate (Cash Advances including Credit Card Cheques) or Introductory Interest Rate.
  - B. **Promotional Rate Fee:** When we take advantage of a Promotional Interest Rate offer during the promotional period by writing a Credit Card Cheque or making a balance transfer through your online banking service or by calling your Cards Customer Service at 1-800 ROYAL® 1-2 (1-800-769-2512), a fee

representing up to 3% of the Credit Card Cheque or balance transfer amount will be charged to our Account. The exact Promotional Rate Fee will be disclosed at the time the offer is made to us. Fees are charged within 3 business days from when the transaction is posted.

**C. Dishonoured Payment Fee:** If a payment is not processed because a financial institution returns a cheque or refuses a pre-authorized debit, a \$45.00 fee will be charged to the Account on the date the payment reversal is posted. This fee is in addition to any fee charged for insufficient funds in the bank account.

**D. Statement Update Fee:** No charge for a copy of Account Statement for a current statement period; \$5.00 for a copy of Account Statement for any other statement period. A \$1.50 fee will be charged for each Account Statement update obtained from one of your branches in Canada or at a banking machine that provides Account Statement updates.

**E. Sales/Cash Advance Draft Copy Fee:** No charge for a copy of a sales or Cash Advance draft referred to in the Account Statement for the current statement period; \$2.00 for each copy

of a sales or Cash Advance draft referred to in the Account Statement for any other statement period. (No charge for any draft copy to which an Account posting error applies.)

**F. Overlimit Fee:** If the Debt exceeds the Credit Limit at any time during the period covered by an Account Statement, a \$29.00 fee will be charged to the Account on the day the Debt exceeds the Credit Limit and on the first day of each subsequent Account Statement period if the Debt remains over the limit. A maximum of one Overlimit Fee per Account Statement period is charged.

5. **Foreign Currency Transactions:** You will bill us in Canadian currency. If any Debt or other transaction is not incurred in Canadian dollars, you will convert our charges into Canadian dollars at your exchange rate which is 2.5% over the exchange rate set by Visa International, in effect at the time you post the converted Debt or other transaction to the Account.

You will show the exchange rate for each transaction on our Account. If we are paying interest on our Account, interest will also be charged on the full value of our foreign Debt or other transaction, as determined using our exchange rate.

\* / Trademark(s) of Royal Bank of Canada. RBC and Royal Bank are registered trademarks of Royal Bank of Canada.™† All other trademarks are the property of their respective owner(s).

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# EXHIBIT "D"

**This is Exhibit "D" referred to in the  
Affidavit of Natalia Naraine Sworn  
before me this 21st  
day of November, 2022.**



**A Commissioner for Oaths in  
and for the Province of Alberta**

Melanie Cheddi  
Barrister & Solicitor

*MW*



ROYAL BANK OF CANADA CREDIT AGREEMENT

DATE: July 2, 2021

BORROWER: IMGT AGGREGATE PRODUCTS INC.	SRF: 162237259
ADDRESS (Street, City/Town, Province, Postal Code) 7 CALDWELL POINT SYLVAN LAKE, AB T4S 0N4	

Royal Bank of Canada (the "Bank") hereby confirms to the undersigned (the "Borrower") the following credit facilities (the "Credit Facilities"); banking services and other products subject to the terms and conditions set forth below and in the standard terms provided herewith (collectively the "Agreement"). The Credit Facilities are made available at the sole discretion of the Bank and the Bank may cancel or restrict availability of any unutilized portion of these facilities at any time and from time to time without notice.

CREDIT FACILITIES

Facility #1: Variable rate term loan (non-revolving) in the amount of \$256,500.00; Repayable by consecutive monthly principal payments of \$9,500.00 plus interest based on a 26 month amortization. Next payment is due June 30, 2021. This loan has a 12-month term and all outstanding principal and interest is payable in full on June 30, 2021. Interest rate: RBP + 3.00% per annum. Interest payable monthly, in arrears, on the same day each period as determined by the Bank;

Facility #1 as described above in the current amount of \$256,500.00; which is payable in full on June 30, 2021 (the "Original Facility #1 Maturity Date"); is renewed, subject to the following revised terms and conditions with effect from and after the Original Facility #1 Maturity Date:

Facility #1 Variable rate term loan (non-revolving), fully drawn; Repayable by consecutive monthly principal payments of \$9,500.00 plus interest based on a remaining 26 month amortization. First payment is due July 30, 2021. This loan has a 12-month term and all outstanding principal and interest is payable in full June 30, 2022. Interest rate: RBP + 2.00% per annum. Interest payable monthly, in arrears, on the same day each period as determined by the Bank.

SECURITY:

Security for the Borrowings and all other obligations of the Borrower to the Bank, including without limitation any amounts outstanding under any Leases, if applicable, (collectively, the "Security"); shall include:

- a) General security agreement on the Bank's form 924 signed by the Borrower constituting a first ranking security interest in all personal property of the Borrower;
- b) Guarantee and postponement of claim on the Bank's form 812 in the amount of \$321,533.00 signed by Michael Tomlinson;
- c) Guarantee and postponement of claim on the Bank's form 812 in the amount of \$650,000.00 signed by Mgt Management Inc.; supported by a general security agreement on the Bank's form 924 constituting a first ranking security interest in all personal property of Mgt Management Inc.;
- d) Guarantee and postponement of claim on the Bank's form 812 in the amount of \$350,000.00 signed by Michael Tomlinson;
- e) Postponement and assignment of claim on the Bank's form 918 signed by Tomlinson, Michael;
- f) Postponement and assignment of claim on the Bank's form 918 signed by Alcedio Capital Inc.;
- g) Postponement and assignment of claim on the Bank's form 918 signed by Cisa Holdings Inc.

\* Registered trademark of Royal Bank of Canada

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## FEES

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### Renewal Fee:

If the Bank renews or extends any term facility or term loan beyond its maturity date, an additional renewal fee may be payable in connection with any such renewal in such amount as the Bank may determine and notify the Borrower.

## REPORTING REQUIREMENTS

The Borrower will provide to the Bank:

- a) annual notice to reader financial statements for the Borrower, within 120 days of each fiscal year end;
- b) annual review engagement financial statements for Mgt Management Inc, within 120 days of each fiscal year end;
- c) biennial personal statement of affairs for all Guarantors, who are individuals, within 120 days of the end of every second fiscal year of the Borrower; commencing with the fiscal year ending in 2022;
- d) such other financial and operating statements and reports as and when the Bank may, reasonably require.

## BUSINESS LOAN INSURANCE PLAN

The Borrower hereby acknowledges that the Bank has offered it group creditor insurance coverage on the Borrowings under the Business Loan Insurance Plan and the Borrower hereby acknowledges that it is the Borrower's responsibility to apply for any new or increased insurance amount for the Borrowings that may be eligible.

If the Borrower decides to apply for insurance on the Borrowings, the application will be made via the Bank's Business Loan Insurance Plan application (form 3460 ENG or 53460 FRE). If the Borrower has existing uninsured Borrowings and decides not to apply for Business Loan Insurance Plan coverage on any new Borrowings, it hereby acknowledges that the Bank may accept the Borrower's signature below as the Borrower's waiver of the Bank's offer to apply for Business Loan Insurance Plan coverage on all such Borrowings, and that all such Borrowings are not insured under the Policy as at the date of acceptance of this Agreement:

If the Borrower has Business Loan Insurance Plan coverage on previously approved Borrowings, such coverage will be applied automatically to all new Borrowings eligible for Business Loan Insurance Plan coverage that share the same loan account number, up to the approved amount of Business Loan Insurance Plan coverage. This Agreement cannot be used to waive coverage on new Borrowings eligible for Business Loan Insurance Plan coverage if Business Loan Insurance Plan coverage is in effect on the Borrower's existing Borrowings. If the Borrower does not want Business Loan Insurance Plan coverage to apply to any new Borrowings, a different loan account number will need to be set up and all uninsured loans attached to it.

If the Borrower has existing Borrowings to which Business Loan Insurance Plan coverage applies, and any new Borrowings would exceed the approved amount of Business Loan Insurance Plan coverage already in place, the Borrower must apply for additional Business Loan Insurance Plan coverage (if eligible) in order for Business Loan Insurance Plan coverage to apply to any new Borrowings. If the Borrower decides not to apply for additional Business Loan Insurance Plan coverage in respect of any new Borrowings (if eligible), the Borrower hereby acknowledges that the Bank may accept the Borrower's signature below as the Borrower's waiver of the Bank's offer to apply for additional Business Loan Insurance Plan coverage on such new Borrowings and that such new Borrowings are not insured under the Policy as at the date the Borrower executes this Agreement:

If there are any discrepancies between the insurance information in this Agreement and the Business Loan Insurance Plan documents regarding the Borrowings, the Business Loan Insurance Plan documents govern.

Business Loan Insurance Plan premiums (plus applicable taxes), will be taken as a separate payment, directly from the bank account associated with the loan, at the same frequency and schedule as your regular loan payments, where applicable. As premiums are based on the outstanding loan balance and the insured person's age at the time the premiums are due, the cost of Business Loan Insurance Plan coverage may increase during the term of the loan. The premium calculation is set out in the Business Loan Insurance Plan terms and conditions provided to the Borrower at the time the application for Business Loan Insurance Plan coverage was completed. Refer to the terms and conditions (form 3460 ENG or 53460 FRE) for further explanation and disclosure.

## STANDARD TERMS

The following standard terms have been provided to the Borrower:

- Form 472 (11/2020) Royal Bank of Canada Credit Agreement – Standard Terms  
 Form 473 (02/2020) Royal Bank of Canada Credit Agreement – Margined Accounts Standard Terms

\* Registered trademark of Royal Bank of Canada.

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[ ] Form 473A (06/2021) Royal Bank of Canada Credit Agreement - RBC Covarity Terms and Conditions  
[ ] Form 473B (02/2020) Royal Bank of Canada Credit Agreement - Margined Accounts Standard Terms

**ACCEPTANCE**

This Agreement is open for acceptance until August 2, 2021; after which date it will be null and void, unless extended by the Bank in its sole discretion.

**ROYAL BANK OF CANADA**



Per: \_\_\_\_\_  
Title: Vice President

**RBC Contact: ARNOLD MASSON SAS**

/mp

**CONFIRMATION & ACCEPTANCE**

The Borrower (i) confirms that it has received a copy of the Royal Bank of Canada Credit Agreement Standard Terms, Form 472, as well as all other standard terms which are hereinabove shown as having been delivered to the Borrower, all of which are incorporated in and form an integral part of this Agreement; and (ii) accepts and agrees to be bound by the terms and conditions of this Agreement including all terms and conditions contained in such standard terms.

Confirmed, accepted and agreed this 8 day of July, 2021.

**MGT/AGGREGATE PRODUCTS INC.**

Per: \_\_\_\_\_  
Name: M. L. Laroche  
Title: \_\_\_\_\_

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

/We have the authority to bind the Borrower

\* Registered trademark of Royal Bank of Canada.

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# EXHIBIT "E"

This is Exhibit "E" referred to in the  
Affidavit of Natalia Naraine Sworn  
before me this 21st  
day of November, 2022.



A Commissioner for Oaths in  
and for the Province of Alberta

Melanie Cheddi  
Barrister & Solicitor

*MW*



**Royal Bank of Canada**  
**Guarantee and Postponement of Claim**

SRF: 144708906  
Borrower: MGT MANAGEMENT INC.

4943 ROSS ST  
RED DEER  
ALBERTA  
T4N 1Y1  
CA

**TO: ROYAL BANK OF CANADA**

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by **MGT MANAGEMENT INC.** (hereinafter called the "Customer") to the Bank or remaining unpaid by the Customer to the Bank, heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the Customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the Customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "Liabilities"); the liability of the undersigned hereunder being limited to the sum of **\$897,375.00** together with interest thereon from the date of demand for payment at a rate equal to the **Bank's Prime Interest Rate plus 5.00 percent per annum** as well after as before default and judgment.

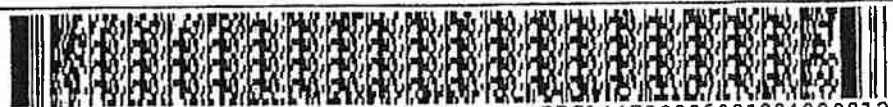
AND THE UNDERSIGNED AND EACH OF THEM (IF MORE THAN ONE) HEREBY JOINTLY AND SEVERALLY AGREE(S) WITH THE BANK AS FOLLOWS:

(1) The Bank may grant time, renewals, extensions, indulgences, releases and discharges to, take securities (which word as used herein includes securities taken by the Bank from the Customer and others, monies which the Customer has on deposit with the Bank, other assets of the Customer held by the Bank in safekeeping or otherwise, and other guarantees) from and give the same and any or all existing securities up to, abstain from taking securities from, or perfecting securities of, cease or refrain from giving credit or making loans or advances to, or change any term or condition applicable to the liabilities, including without limitation, the rate of interest or maturity date, if any, or introduce new terms and conditions with regard to the liabilities, or accept compositions from and otherwise deal with, the Customer and others and with all securities as the Bank may see fit, and may apply all moneys at any time received from the Customer or others or from securities upon such part of the liabilities as the Bank deems best and change any such application in whole or in part from time to time as the Bank may see fit, the whole without in any way limiting or lessening the liability of the undersigned under this guarantee, and no loss of or in respect of any securities received by the Bank from the Customer or others, whether occasioned by the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.

(2) This guarantee shall be a continuing guarantee and shall cover all the Liabilities, and it shall apply to and secure any ultimate balance due or remaining unpaid to the Bank.

(3) The Bank shall not be bound to exhaust its recourse against the Customer or others or any securities it may at any time hold before being entitled to payment from the undersigned of the Liabilities. The undersigned renounce(s) to all benefits of discussion and division.

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(4) The undersigned or any of them may, by notice in writing delivered to the Manager of the branch or agency of the Bank receiving this instrument, with effect from and after the date that is 30 days following the date of receipt by the Bank of such notice, determine their or his/her liability under this guarantee in respect of Liabilities thereafter incurred or arising but not in respect of any Liabilities theretofore incurred or arising even though not then matured, provided, however, that notwithstanding receipt of any such notice the Bank may fulfil any requirements of the Customer based on agreements express or implied made prior to the receipt of such notice and any resulting Liabilities shall be covered by this guarantee; and provided further that in the event of the determination of this guarantee as to one or more of the undersigned it shall remain a continuing guarantee as to the other or others of the undersigned.

(5) All indebtedness and liability, present and future, of the customer to the undersigned or any of them are hereby assigned to the Bank and postponed to the liabilities, and all moneys received by the undersigned or any of them in respect thereof shall be received in trust for the Bank and forthwith upon receipt shall be paid over to the Bank, the whole without in any way limiting or lessening the liability of the undersigned under the foregoing guarantee; and this assignment and postponement is independent of the said guarantee and shall remain in full effect notwithstanding that the liability of the undersigned or any of them under the said guarantee may be extinct. The term "Liabilities", as previously defined, for purposes of the postponement feature provided by this agreement, and this section in particular, includes any funds advanced or held at the disposal of the Customer under any line(s) of credit.

(6) This guarantee and agreement shall not be affected by the death or loss or diminution of capacity of the undersigned or any of them or by any change in the name of the Customer or in the membership of the Customer's firm through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, or by the acquisition of the Customer's business by a corporation, or by any change whatsoever in the objects, capital structure or constitution of the Customer, or by the Customer's business being amalgamated with a corporation, but shall notwithstanding the happening of any such event continue to apply to all the Liabilities whether theretofore or thereafter incurred or arising and in this instrument the word "Customer" shall include every such firm and corporation.

(7) This guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time or times of any sum or sums of money for the time being due or remaining unpaid to the Bank, and all dividends, compositions, proceeds of security valued and payments received by the Bank from the Customer or from others or from estates shall be regarded for all purposes as payments in gross without any right on the part of the undersigned to claim in reduction of the liability under this guarantee the benefit of any such dividends, compositions, proceeds or payments or any securities held by the Bank or proceeds thereof, and the undersigned shall have no right to be subrogated in any rights of the Bank until the Bank shall have received payment in full of the Liabilities.

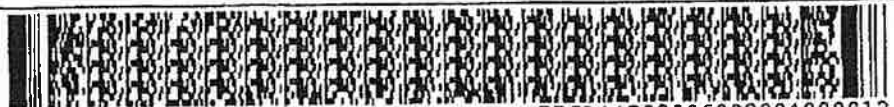
(8) All monies, advances, renewals, credits and credit facilities in fact borrowed or obtained from the Bank shall be deemed to form part of the Liabilities, notwithstanding any lack or limitation of status or of power, incapacity or disability of the Customer or of the directors, partners or agents of the Customer, or that the Customer may not be a legal or suable entity, or any irregularity, defect or informality in the borrowing or obtaining of such monies, advances, renewals, credits or credit facilities, or any other reason, similar or not, the whole whether known to the Bank or not. Any sum which may not be recoverable from the undersigned on the footing of a guarantee, whether for the reasons set out in the previous sentence, or for any other reason, similar or not, shall be recoverable from the undersigned and each of them as sole or principal debtor in respect of that sum, and shall be paid to the Bank on demand with interest and accessories.

(9) This guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given, at any time held by the Bank, and any present or future obligation to the Bank incurred or arising otherwise than under a guarantee, of the undersigned or any of them or of any other obligant, whether bound with or apart from the Customer; excepting any guarantee surrendered for cancellation on delivery of this instrument or confirmed in writing by the Bank to be cancelled.

(10) The undersigned and each of them shall be bound by any account settled between the Bank and the Customer, and if no such account has been so settled immediately before demand for payment under this guarantee any account stated by the Bank shall be accepted by the undersigned and each of them as conclusive evidence of the amount which at the date of the account so stated is due by the Customer to the Bank or remains unpaid by the Customer to the Bank.

(11) This guarantee and agreement shall be operative and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank shall

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be conclusive evidence against the undersigned and each of them that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any conditions precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Bank each signatory thereof obtains from the Manager of the branch or agency of the Bank receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.

(12) No suit based on this guarantee shall be instituted until demand for payment has been made, and demand for payment shall be deemed to have been effectually made upon any guarantor if and when an envelope containing such demand, addressed to such guarantor at the address of such guarantor last known to the Bank, is posted, postage prepaid, in the post office, and in the event of the death of any guarantor demand for payment addressed to any of such guarantor's heirs, executors, administrators or legal representatives at the address of the addressee last known to the Bank and posted as aforesaid shall be deemed to have been effectually made upon all of them. Moreover, when demand for payment has been made, the undersigned shall also be liable to the Bank for all legal costs (on a solicitor and own client basis) incurred by or on behalf of the Bank resulting from any action instituted on the basis of this guarantee. All payments hereunder shall be made to the Bank at a branch or agency of the Bank.

(13) This instrument covers all agreements between the parties hereto relative to this guarantee and assignment and postponement, and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein.

(14) This guarantee and agreement shall extend to and enure to the benefit of the Bank and its successors and assigns, an every reference herein to the undersigned or to each of them or to any of them, is a reference to and shall be construed as including the undersigned and the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned or of each of them or of any of them, as the case may be, to and upon all of whom this guarantee and agreement shall extend and be binding.

(15) Prime Interest Rate is the annual rate of interest announced from time to time by Royal Bank of Canada as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada.

(16) This Guarantee and Postponement of Claim shall be governed by and construed in accordance with the laws of the province of ALBERTA ("Jurisdiction"). The undersigned irrevocably submits to the courts of the Jurisdiction in any action or proceeding arising out of or relating to this Guarantee and Postponement of Claim, and irrevocably agrees that all such actions and proceedings may be heard and determined in such courts, and irrevocably waives, to the fullest extent possible, the defense of an inconvenient forum. The undersigned agrees that a judgment or order in any such action or proceeding may be enforced in other jurisdictions in any manner provided by law. Provided, however, that the Bank may serve legal process in any manner permitted by law or may bring an action or proceeding against the undersigned or the property or assets of the undersigned in the courts of any other jurisdiction.

(17) The Undersigned hereby acknowledges receipt of a copy of this agreement.

(18) The Undersigned hereby waives Undersigned's right to receive a copy of any Financing Statement or Financing Change Statement registered by the Bank.

Available in all S.A. (pt Ontario.)

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The Undersigned hereby waives Undersigned's right to receive a copy of any Financing Statement or Financing Change Statement registered by the Bank.

OFFICER OF THE ROYAL BANK OF CANADA... RBC144708906003004000812

EXECUTED this APRIL 10th, 2015 (MONTH) (DAY) (YEAR)

IN THE PRESENCE OF

Witness Signature: [Signature]

[Signature] MICHAEL TOMLINSON

Name: Ben M. Grove, Cert #2032 Notary Public Appointment Expires December 31, 2012 AD

Insert the full name and address of Guarantor (Undersigned above).

Full name and address

MICHAEL TOMLINSON 52 ROZIER CLOSE SYLVAN LAKE ALBERTA T4S0B7 CA

(To be completed when the guarantee is stated to be governed by the laws of the Province of Alberta, the loan is repayable in Alberta, the guarantee is executed in Alberta, the Customer carries on business in Alberta, or the guarantor is resident or owns assets in Alberta.)

THE GUARANTEES ACKNOWLEDGEMENT ACT, (ALBERTA) the guarantor is CERTIFICATE IF NOTARY PUBLIC

I HEREBY CERTIFY THAT: Please do not write in this area

[Handwritten mark]

(1) MICHAEL TOMLINSON of SYLVAN LAKE in the Province of ALBERTA, the guarantor in the guarantee date APRIL 10, 2015 made between ROYAL BANK OF CANADA and MICHAEL TOMLINSON, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;

(2) I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

Given at CAROLINE this APRIL 10, 2015 under my hand and seal of office

Bern M. Orlevo, Cert #2032  
Notary Public Appointment  
Expires December 31, 2015 AD  
(403) 772-3404

(SEAL OF NOTARY PUBLIC)

A NOTARY PUBLIC IN AND FOR Bern M. Orlevo

(Guarantor

sign in presence  
of Notary Public)

STATEMENT OF GUARANTOR

I am the person named in the certificate

Michael Tomlinson  
Signature of Guarantor

THE STATE OF ALBERTA, in the Province of ALBERTA, the Guarantor in the guarantee date of APRIL 10, 2015, made between ROYAL BANK OF CANADA and MICHAEL TOMLINSON, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee; I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it. Given at CAROLINE this APRIL 10, 2015 under my hand and seal of office.

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**Royal Bank of Canada**  
**Postponement and Assignment of Claim**

SRF: 144708906  
Borrower: MGT MANAGEMENT INC.

4943 ROSS ST  
RED DEER  
ALBERTA  
T4N 1Y1  
CA

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, all debts and liabilities, present and future (the "Liabilities"), of **MGT MANAGEMENT INC.** (hereinafter called the "Borrower") to the Undersigned, or any of them, are hereby deferred and postponed by the Undersigned, and each of them, to the debts, liabilities and advances, present and future (the "Obligations"), of the Borrower to the Royal Bank of Canada (the "Bank") and it is agreed by the Undersigned, and each of them, that until all Obligations of the Borrower to the Bank have been paid, no payment shall be made or received on account of any Liabilities of the Borrower to the Undersigned, or any of them, and that any payments which may be received by the Undersigned, or any of them, from the Borrower (or from any third party on account of or otherwise for the benefit of the Borrower) notwithstanding the foregoing shall be received in trust for the Bank and shall be paid over to the Bank forthwith upon receipt but no such payment shall have the effect of reducing the Obligations of the Borrower to the Bank until the same is actually received by the Bank; and none of the Liabilities of the Borrower to the Undersigned, or any of them, shall be released, transferred or charged in any manner whatsoever or allowed or permitted to become unenforceable through lapse of time, and the Bank may, but shall not be bound to, claim and prove in respect of any or all Liabilities of the Borrower to the Undersigned, or any of them, in any bankruptcy, insolvency, composition, scheme of arrangement, liquidation or winding-up, voluntary or involuntary, affecting the Borrower or any distribution of assets of the Borrower among creditors of the Borrower, and all of the Liabilities of the Borrower to the Undersigned, or any of them, are hereby assigned and transferred to the Bank and all dividends or other sums which may be or become payable in respect thereof shall be due and be paid to the Bank until the Bank shall have received, together with dividends on the Obligations of the Borrower to the Bank, the full amount of the said Obligations; and the Undersigned, and each of them, will from time to time execute all such statements, proofs of claims, transfers, assignments and documents and do all such other acts and things as the Bank may request from time to time to implement any and all of the foregoing.

IT IS AGREED by the Parties hereto that the Borrower will pay all costs, charges and expenses reasonably incurred by the Bank whether directly or for services rendered (including reasonable solicitors' and auditors' costs, registration costs and other legal expenses), in operating the Borrower's accounts, in preparing or enforcing this Agreement, and all such costs, charges and expenses.

IT IS AGREED by the Parties hereto that the Obligations of the Borrower to the Bank, whenever referred to herein, shall include any and all funds advanced or held at the disposal of the Borrower under any line(s) of credit.

THIS AGREEMENT shall extend to and enure to the benefit of the Bank and its successors and assigns and shall be binding upon the Undersigned and the heirs, executors, administrators, legal representatives, successors and assigns of the Undersigned, and each of them.

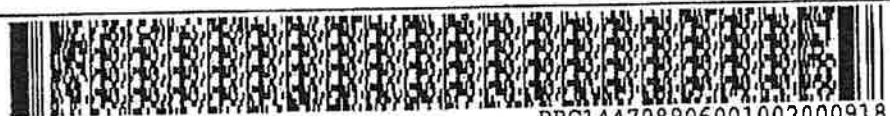
(Applicable in PPSA Provinces)

The Undersigned hereby acknowledges receipt of a copy of this agreement.

(Applicable in all PPSA  
Provinces except Ontario)

The Undersigned hereby waives Undersigned's right to receive a copy of any financing statement or financing change statement registered by the Bank, or of any verification statement with respect to any financing statement registered by the Bank.

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*MW*



EXECUTED at Red Deer, AB this April 10, 2015  
(Month) (Day) (Year)

In the presence of

[Signature]  
Witness

[Signature]  
MICHAEL TOMLINSON

The "Borrower" named above hereby acknowledges receipt of a copy of the foregoing Agreement, accepts the assignment and transfer contained therein and further agrees with the Bank to give effect to all of the provisions of the foregoing Agreement.

EXECUTED at Red Deer, AB this April 10, 2015  
(Month) (Day) (Year)

In the presence of

[Signature]  
Witness

MGT MANAGEMENT INC.  
[Signature]

Witness

Insert the full name and address of Debtor (Undersigned above)

Full name and address

MICHAEL TOMLINSON  
52 ROZIER CLOSE  
SYLVAN LAKE  
ALBERTA  
T4S0B7

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## Guarantee and Postponement of Claim

SRF: 144708906  
 Borrower: MGT MANAGEMENT INC.

4943 ROSS ST  
 RED DEER  
 ALBERTA  
 T4N 1Y1  
 CA

### TO: ROYAL BANK OF CANADA

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by MGT MANAGEMENT INC. (hereinafter called the "Customer") to the Bank or remaining unpaid by the Customer to the Bank, heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the Customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the Customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "Liabilities"); the liability of the undersigned hereunder being limited to the sum of \$320,000.00 together with interest thereon from the date of demand for payment at a rate equal to the Bank's Prime Interest Rate plus 5.00 percent per annum as well after as before default and judgment.

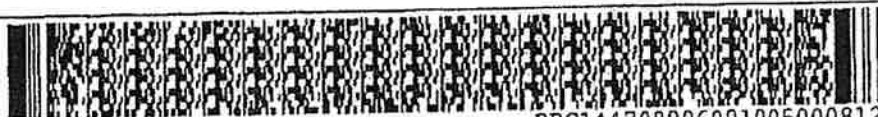
AND THE UNDERSIGNED AND EACH OF THEM (IF MORE THAN ONE) HEREBY JOINTLY AND SEVERALLY AGREE(S) WITH THE BANK AS FOLLOWS:

(1) The Bank may grant time, renewals, extensions, indulgences, releases and discharges to, take securities (which word as used herein includes securities taken by the Bank from the Customer and others, monies which the Customer has on deposit with the Bank, other assets of the Customer held by the Bank in safekeeping or otherwise, and other guarantees) from and give the same and any or all existing securities up to, abstain from taking securities from, or perfecting securities of, cease or refrain from giving credit or making loans or advances to, or change any term or condition applicable to the Liabilities, including without limitation, the rate of interest or maturity date, if any, or introduce new terms and conditions with regard to the Liabilities, or accept compositions from and otherwise deal with, the Customer and others and with all securities as the Bank may see fit, and may apply all moneys at any time received from the Customer or others or from securities upon such part of the Liabilities as the Bank deems best and change any such application in whole or in part from time to time as the Bank may see fit, the whole without in any way limiting or lessening the liability of the undersigned under this guarantee, and no loss of or in respect of any securities received by the Bank from the Customer or others, whether occasioned by the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.

(2) This guarantee shall be a continuing guarantee and shall cover all the Liabilities, and it shall apply to and secure any ultimate balance due or remaining unpaid to the Bank.

(3) The Bank shall not be bound to exhaust its recourse against the Customer or others or any securities it may at any time hold before being entitled to payment from the undersigned of the Liabilities. The undersigned renounce(s) to all benefits of discussion and division.

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(4) The undersigned or any of them may, by notice in writing delivered to the Manager of the branch or agency of the Bank receiving this instrument, with effect from and after the date that is 30 days following the date of receipt by the Bank of such notice, determine their or his/her liability under this guarantee in respect of Liabilities thereafter incurred or arising but not in respect of any Liabilities theretofore incurred or arising even though not then matured, provided, however, that notwithstanding receipt of any such notice the Bank may fulfil any requirements of the Customer based on agreements express or implied made prior to the receipt of such notice and any resulting Liabilities shall be covered by this guarantee; and provided further that in the event of the determination of this guarantee as to one or more of the undersigned it shall remain a continuing guarantee as to the other or others of the undersigned.

(5) All indebtedness and liability, present and future, of the customer to the undersigned or any of them are hereby assigned to the Bank and postponed to the Liabilities, and all moneys received by the undersigned or any of them in respect thereof shall be received in trust for the Bank and forthwith upon receipt shall be paid over to the Bank, the whole without in any way limiting or lessening the liability of the undersigned under the foregoing guarantee; and this assignment and postponement is independent of the said guarantee and shall remain in full effect notwithstanding that the liability of the undersigned or any of them under the said guarantee may be extinct. The term "Liabilities", as previously defined, for purposes of the postponement feature provided by this agreement, and this section in particular, includes any funds advanced or held at the disposal of the Customer under any line(s) of credit.

(6) This guarantee and agreement shall not be affected by the death or loss or diminution of capacity of the undersigned or any of them or by any change in the name of the Customer or in the membership of the Customer's firm through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, or by the acquisition of the Customer's business by a corporation, or by any change whatsoever in the objects, capital structure or constitution of the Customer, or by the Customer's business being amalgamated with a corporation, but shall notwithstanding the happening of any such event continue to apply to all the Liabilities whether theretofore or thereafter incurred or arising and in this instrument the word "Customer" shall include every such firm and corporation.

(7) This guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time or times of any sum or sums of money for the time being due or remaining unpaid to the Bank, and all dividends, compositions, proceeds of security valued and payments received by the Bank from the Customer or from others or from estates shall be regarded for all purposes as payments in gross without any right on the part of the undersigned to claim in reduction of the liability under this guarantee the benefit of any such dividends, compositions, proceeds or payments or any securities held by the Bank or proceeds thereof, and the undersigned shall have no right to be subrogated in any rights of the Bank until the Bank shall have received payment in full of the Liabilities.

(8) All monies, advances, renewals, credits and credit facilities in fact borrowed or obtained from the Bank shall be deemed to form part of the Liabilities, notwithstanding any lack or limitation of status or of power, incapacity or disability of the Customer or of the directors, partners or agents of the Customer, or that the Customer may not be a legal or suable entity, or any irregularity, defect or informality in the borrowing or obtaining of such monies, advances, renewals, credits or credit facilities, or any other reason, similar or not, the whole whether known to the Bank or not. Any sum which may not be recoverable from the undersigned on the footing of a guarantee, whether for the reasons set out in the previous sentence, or for any other reason, similar or not, shall be recoverable from the undersigned and each of them as sole or principal debtor in respect of that sum, and shall be paid to the Bank on demand with interest and accessories.

(9) This guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given, at any time held by the Bank, and any present or future obligation to the Bank incurred or arising otherwise than under a guarantee, of the undersigned or any of them or of any other obligant, whether bound with or apart from the Customer; excepting any guarantee surrendered for cancellation on delivery of this instrument or confirmed in writing by the Bank to be cancelled.

(10) The undersigned and each of them shall be bound by any account settled between the Bank and the Customer, and if no such account has been so settled immediately before demand for payment under this guarantee any account stated by the Bank shall be accepted by the undersigned and each of them as conclusive evidence of the amount which at the date of the account so stated is due by the Customer to the Bank or remains unpaid by the Customer to the Bank.

(11) This guarantee and agreement shall be operative and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank shall

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be conclusive evidence against the undersigned and each of them that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any conditions precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Bank each signatory thereof obtains from the Manager of the branch or agency of the Bank receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.

(12) No suit based on this guarantee shall be instituted until demand for payment has been made, and demand for payment shall be deemed to have been effectually made upon any guarantor if and when an envelope containing such demand, addressed to such guarantor at the address of such guarantor last known to the Bank, is posted, postage prepaid, in the post office, and in the event of the death of any guarantor demand for payment addressed to any of such guarantor's heirs, executors, administrators or legal representatives at the address of the addressee last known to the Bank and posted as aforesaid shall be deemed to have been effectually made upon all of them. Moreover, when demand for payment has been made, the undersigned shall also be liable to the Bank for all legal costs (on a solicitor and own client basis) incurred by or on behalf of the Bank resulting from any action instituted on the basis of this guarantee. All payments hereunder shall be made to the Bank at a branch or agency of the Bank.

(13) This instrument covers all agreements between the parties hereto relative to this guarantee and assignment and postponement, and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein.

(14) This guarantee and agreement shall extend to and enure to the benefit of the Bank and its successors and assigns, an every reference herein to the undersigned or to each of them or to any of them, is a reference to and shall be construed as including the undersigned and the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned or of each of them or of any of them, as the case may be, to and upon all of whom this guarantee and agreement shall extend and be binding.

(15) Prime Interest Rate is the annual rate of interest announced from time to time by Royal Bank of Canada as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada.

(16) This Guarantee and Postponement of Claim shall be governed by and construed in accordance with the laws of the province of ALBERTA ("Jurisdiction"). The undersigned irrevocably submits to the courts of the Jurisdiction in any action or proceeding arising out of or relating to this Guarantee and Postponement of Claim, and irrevocably agrees that all such actions and proceedings may be heard and determined in such courts, and irrevocably waives, to the fullest extent possible, the defense of an inconvenient forum. The undersigned agrees that a judgment or order in any such action or proceeding may be enforced in other jurisdictions in any manner provided by law. Provided, however, that the Bank may serve legal process in any manner permitted by law or may bring an action or proceeding against the undersigned or the property or assets of the undersigned in the courts of any other jurisdiction.

(17) The Undersigned hereby acknowledges receipt of a copy of this agreement.

incorporated in all  
S.A.  
of Ontario.

(18) The Undersigned hereby waives Undersigned's right to receive a copy of any Financing Statement or Financing Change Statement registered by the Bank.

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*AW*

EXECUTED this FEBRUARY 18, 2016  
(MONTH) (DAY) (YEAR)

IN THE PRESENCE OF

[Signature]  
Witness Signature:

[Signature]  
MICHAEL TOMLINSON

Name: **CHRIS STEPHAN**  
Barrister & Solicitor

Insert the full name and address of Guarantor (Undersigned above).

Full name and address

MICHAEL TOMLINSON  
52 ROZIER CLOSE  
SYLVAN LAKE  
ALBERTA  
T4S0B7  
CA

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*AW*

(To be completed when the guarantee is stated to be governed by the laws of the Province of Alberta, the loan is repayable in Alberta, the guarantee is executed in Alberta, the Customer carries on business in Alberta, or the guarantor is resident or owns assets in Alberta.)

To be completed only when the guarantor is not a corporation)

**THE GUARANTEES ACKNOWLEDGEMENT ACT, (ALBERTA)  
CERTIFICATE OF BARRISTER AND SOLICITOR**

I HEREBY CERTIFY THAT:

(1) MICHAEL TOMLINSON, the guarantor in the guarantee dated FEB. 18 / 16 made between ROYAL BANK OF CANADA and MICHAEL TOMLINSON, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;

(2) I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

**CHRIS STEPHAN**  
Barrister & Solicitor


CERTIFIED by \_\_\_\_\_, Barrister and Solicitor at the CITY of RED DEER, in the Province of Alberta, this 18<sup>th</sup> day of FEBRUARY, 2016.

  
Signature  
**CHRIS STEPHAN**  
Barrister & Solicitor

(Guarantor to sign in presence of Barrister and Solicitor)

**STATEMENT OF GUARANTOR**

I am the person named in the certificate

  
Signature of Guarantor

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# EXHIBIT "F"

This is Exhibit "F" referred to in the  
Affidavit of Natalia Naraine Sworn  
before me this 21st  
day of November, 2022.



A Commissioner for Oaths in  
and for the Province of Alberta

Melanie Cheddi  
Barrister & Solicitor

MW





Royal Bank of Canada  
Guarantee and Postponement of Claim

SRF: 144708906  
Borrower: MGT MANAGEMENT INC.

4943 ROSS ST  
RED DEER  
ALBERTA  
T4N 1Y1  
CA

**TO: ROYAL BANK OF CANADA**

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by MGT MANAGEMENT INC. (hereinafter called the "Customer") to the Bank or remaining unpaid by the Customer to the Bank, heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the Customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the Customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "Liabilities"); the liability of the undersigned hereunder being limited to the sum of \$1,725,000.00 together with interest thereon from the date of demand for payment at a rate equal to the Bank's Prime Interest Rate plus 5.00 percent per annum as well after as before default and judgment.

AND THE UNDERSIGNED AND EACH OF THEM (IF MORE THAN ONE) HEREBY JOINTLY AND SEVERALLY AGREE(S) WITH THE BANK AS FOLLOWS:

(1) The Bank may grant time, renewals, extensions, indulgences, releases and discharges to, take securities (which word as used herein includes securities taken by the Bank from the Customer and others, monies which the Customer has on deposit with the Bank, other assets of the Customer held by the Bank in safekeeping or otherwise, and other guarantees) from and give the same and any or all existing securities up to, abstain from taking securities from, or perfecting securities of, cease or refrain from giving credit or making loans or advances to, or change any term or condition applicable to the Liabilities, including without limitation, the rate of interest or maturity date, if any, or introduce new terms and conditions with regard to the Liabilities, or accept compositions from and otherwise deal with, the Customer and others and with all securities as the Bank may see fit, and may apply all moneys at any time received from the Customer or others or from securities upon such part of the Liabilities as the Bank deems best and change any such application in whole or in part from time to time as the Bank may see fit, the whole without in any way limiting or lessening the liability of the undersigned under this guarantee, and no loss of or in respect of any securities received by the Bank from the Customer or others, whether occasioned by the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.

(2) This guarantee shall be a continuing guarantee and shall cover all the Liabilities, and it shall apply to and secure any ultimate balance due or remaining unpaid to the Bank.

(3) The Bank shall not be bound to exhaust its recourse against the Customer or others or any securities it may at any time hold before being entitled to payment from the undersigned of the Liabilities. The undersigned renounce(s) to all benefits of discussion and division.

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(4) The undersigned or any of them may, by notice in writing delivered to the Manager of the branch or agency of the Bank receiving this instrument, with effect from and after the date that is 30 days following the date of receipt by the Bank of such notice, determine their or his/her liability under this guarantee in respect of Liabilities thereafter incurred or arising but not in respect of any Liabilities theretofore incurred or arising even though not then matured, provided, however, that notwithstanding receipt of any such notice the Bank may fulfil any requirements of the Customer based on agreements express or implied made prior to the receipt of such notice and any resulting Liabilities shall be covered by this guarantee; and provided further that in the event of the determination of this guarantee as to one or more of the undersigned it shall remain a continuing guarantee as to the other or others of the undersigned.

(5) All indebtedness and liability, present and future, of the customer to the undersigned or any of them are hereby assigned to the Bank and postponed to the Liabilities, and all moneys received by the undersigned or any of them in respect thereof shall be received in trust for the Bank and forthwith upon receipt shall be paid over to the Bank, the whole without in any way limiting or lessening the liability of the undersigned under the foregoing guarantee; and this assignment and postponement is independent of the said guarantee and shall remain in full effect notwithstanding that the liability of the undersigned or any of them under the said guarantee may be extinct. The term "Liabilities", as previously defined, for purposes of the postponement feature provided by this agreement, and this section in particular, includes any funds advanced or held at the disposal of the Customer under any line(s) of credit.

(6) This guarantee and agreement shall not be affected by the death or loss or diminution of capacity of the undersigned or any of them or by any change in the name of the Customer or in the membership of the Customer's firm through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, or by the acquisition of the Customer's business by a corporation, or by any change whatsoever in the objects, capital structure or constitution of the Customer, or by the Customer's business being amalgamated with a corporation, but shall notwithstanding the happening of any such event continue to apply to all the Liabilities whether theretofore or thereafter incurred or arising and in this instrument the word "Customer" shall include every such firm and corporation.

(7) This guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time or times of any sum or sums of money for the time being due or remaining unpaid to the Bank, and all dividends, compositions, proceeds of security valued and payments received by the Bank from the Customer or from others or from estates shall be regarded for all purposes as payments in gross without any right on the part of the undersigned to claim in reduction of the liability under this guarantee the benefit of any such dividends, compositions, proceeds or payments or any securities held by the Bank or proceeds thereof, and the undersigned shall have no right to be subrogated in any rights of the Bank until the Bank shall have received payment in full of the Liabilities.

(8) All monies, advances, renewals, credits and credit facilities in fact borrowed or obtained from the Bank shall be deemed to form part of the Liabilities, notwithstanding any lack or limitation of status or of power, incapacity or disability of the Customer or of the directors, partners or agents of the Customer, or that the Customer may not be a legal or suable entity, or any irregularity, defect or informality in the borrowing or obtaining of such monies, advances, renewals, credits or credit facilities, or any other reason, similar or not, the whole whether known to the Bank or not. Any sum which may not be recoverable from the undersigned on the footing of a guarantee, whether for the reasons set out in the previous sentence, or for any other reason, similar or not, shall be recoverable from the undersigned and each of them as sole or principal debtor in respect of that sum, and shall be paid to the Bank on demand with interest and accessories.

(9) This guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given, at any time held by the Bank, and any present or future obligation to the Bank incurred or arising otherwise than under a guarantee, of the undersigned or any of them or of any other obligant, whether bound with or apart from the Customer; excepting any guarantee surrendered for cancellation on delivery of this instrument or confirmed in writing by the Bank to be cancelled.

(10) The undersigned and each of them shall be bound by any account settled between the Bank and the Customer, and if no such account has been so settled immediately before demand for payment under this guarantee any account stated by the Bank shall be accepted by the undersigned and each of them as conclusive evidence of the amount which at the date of the account so stated is due by the Customer to the Bank or remains unpaid by the Customer to the Bank.

(11) This guarantee and agreement shall be operative and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank shall

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be conclusive evidence against the undersigned and each of them that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any conditions precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Bank each signatory thereof obtains from the Manager of the branch or agency of the Bank receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.

(12) No suit based on this guarantee shall be instituted until demand for payment has been made, and demand for payment shall be deemed to have been effectually made upon any guarantor if and when an envelope containing such demand, addressed to such guarantor at the address of such guarantor last known to the Bank, is posted, postage prepaid, in the post office, and in the event of the death of any guarantor demand for payment addressed to any of such guarantor's heirs, executors, administrators or legal representatives at the address of the addressee last known to the Bank and posted as aforesaid shall be deemed to have been effectually made upon all of them. Moreover, when demand for payment has been made, the undersigned shall also be liable to the Bank for all legal costs (on a solicitor and own client basis) incurred by or on behalf of the Bank resulting from any action instituted on the basis of this guarantee. All payments hereunder shall be made to the Bank at a branch or agency of the Bank.

(13) This instrument covers all agreements between the parties hereto relative to this guarantee and assignment and postponement, and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein.

(14) This guarantee and agreement shall extend to and enure to the benefit of the Bank and its successors and assigns, an every reference herein to the undersigned or to each of them or to any of them, is a reference to and shall be construed as including the undersigned and the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned or of each of them or of any of them, as the case may be, to and upon all of whom this guarantee and agreement shall extend and be binding.

(15) Prime Interest Rate is the annual rate of interest announced from time to time by Royal Bank of Canada as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada.

(16) This Guarantee and Postponement of Claim shall be governed by and construed in accordance with the laws of the province of ALBERTA ("Jurisdiction"). The undersigned irrevocably submits to the courts of the Jurisdiction in any action or proceeding arising out of or relating to this Guarantee and Postponement of Claim, and irrevocably agrees that all such actions and proceedings may be heard and determined in such courts, and irrevocably waives, to the fullest extent possible, the defense of an inconvenient forum. The undersigned agrees that a judgment or order in any such action or proceeding may be enforced in other jurisdictions in any manner provided by law. Provided, however, that the Bank may serve legal process in any manner permitted by law or may bring an action or proceeding against the undersigned or the property or assets of the undersigned in the courts of any other jurisdiction.

(17) The Undersigned hereby acknowledges receipt of a copy of this agreement.

(Applicable in all P.P.S.A. except Ontario.) (18) The Undersigned hereby waives Undersigned's right to receive a copy of any Financing Statement or Financing Change Statement registered by the Bank.

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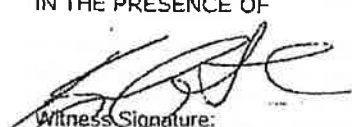


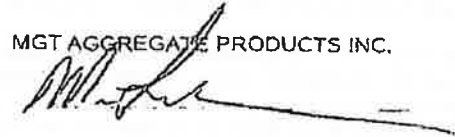
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EXECUTED this May 15 2017  
(MONTH) (DAY) (YEAR)

IN THE PRESENCE OF

  
Witness Signature:  
Ben Guenther  
Name:

MGT AGGREGATE PRODUCTS INC.  


Witness Signature:

Name:

Insert the full name and address of Guarantor (Undersigned above).

Full name and address

MGT AGGREGATE PRODUCTS INC.  
52 ROZIER CLOSE  
SYLVAN LAKE  
ALBERTA  
T4S0B7  
CA

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### Resolution of Directors

MGT AGGREGATE PRODUCTS INC. (the "Guarantor")

SRF: 144708906  
Borrower: MGT MANAGEMENT INC.

4943 ROSS ST  
RED DEER  
ALBERTA  
T4N 1Y1  
CA

Whereas it is deemed expedient and in the best interests of the Guarantor that it lend assistance to MGT MANAGEMENT INC. (the "Customer") in connection with its borrowings, both present and future, from ROYAL BANK OF CANADA (the "Bank").

NOW THEREFORE BE IT DULY RESOLVED

1. THAT the Guarantor guarantee payment to the Bank of all present and future debts and liabilities, including interest due at any time by the Customer to the Bank; provided that the liability of the Guarantor shall be limited to the sum of \$1,725,000.00 together with interest from the date of demand for payment at the Bank's Prime Interest Rate plus 5.00 percent per annum;

For the purposes hereof (where applicable), Prime Interest Rate means the annual rate of interest announced from time to time by the Bank as a reference rate then in effect for determining interest rates on Canadian Dollar commercial loans in Canada.

2. THAT the Guarantor further secure the Bank by postponing all debts and claims, present and future, of the Guarantor against the Customer to the debts and claims of the Bank against the Customer.

3. THAT the Guarantee and Postponement of Claim upon the Bank's form, a copy of which has been submitted to this meeting, be and is hereby approved as containing a correct statement of the terms and conditions upon which the said guarantee and postponement are to be made and that the said Guarantee and Postponement of Claim be duly executed for and in the name of the Guarantor (under the corporate seal where required)

by M. K. Tomlinson Pres.  
(IDENTIFY BY NAME AND TITLE)

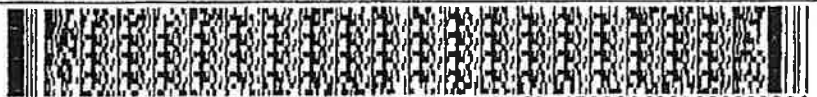
and \_\_\_\_\_  
(IDENTIFY BY NAME AND TITLE)

with such alterations, additions, amendments and deletions as they may approve; and that the Guarantee and Postponement of Claim/Suretyship and Subordination of Claims so executed is the Guarantee and Postponement of Claim authorized by this resolution.

4. THAT for the purpose of securing this Guarantee, or any present or future debts or liabilities, including interest due at any time, by the Customer to the Bank, the Guarantor shall provide to the Bank any security, including accommodation endorsements, which the Bank may request, and that for such purpose the officers of the Guarantor mentioned in paragraph 3 hereof be and they are hereby empowered for and on behalf of the Guarantor to provide such security and to execute such further documents as the Bank may require.

5. THAT a copy of this Resolution, certified by the Secretary of the Guarantor (under the corporate seal where required) be given to the branch of the Bank where the Customer has its account, and that the designation of the officers under Section 3

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of this Resolution shall be binding upon the Guarantor until a Resolution, certified by the Secretary of the Guarantor, changing the officers is received by that branch of the Bank.

CERTIFICATE

It is hereby certified by the undersigned that the foregoing is a Resolution of the Directors of the Guarantor in accordance with the Guarantor's By-laws, constating documents, any unanimous shareholders' agreements made by the shareholders of the Guarantor and all other laws governing the Guarantor, all as amended from time to time, which Resolution is now in full force and effect.

It is hereby further certified that there are no provisions in the articles or by-laws of the Guarantor or in any unanimous shareholder agreement which restrict or limit the powers of the Guarantor or of its directors to borrow money upon the credit of the Guarantor, to issue, reissue, sell or pledge debt obligations of the Guarantor, to give a guarantee on behalf of the Guarantor to secure the performance of an obligation of any person, to mortgage, hypothecate, pledge or otherwise create a security interest in all or any property of the Guarantor, owned or subsequently acquired, to secure any obligation of the Guarantor and to delegate the powers referred to above to a director, officer or committee of directors.

CERTIFIED this May 15 2017, as witness, where required by law, under the corporate seal of the Guarantor. (MONTH) (DAY) (YEAR)

(Corporate Seal where required by law)

*[Handwritten Signature]*  
Secretary President

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# EXHIBIT "G"

**This is Exhibit "G" referred to in the  
Affidavit of Natalia Naraine Sworn  
before me this 21st  
day of November, 2022.**



**A Commissioner for Oaths in  
and for the Province of Alberta**

Melanie Cheddi  
Barrister & Solicitor

MW



**Royal Bank of Canada**  
**Guarantee and Postponement of Claim**

SRF: 162237259  
Borrower: MGT AGGREGATE PRODUCTS INC.

4943 ROSS ST  
RED DEER  
ALBERTA  
T4N 1Y1  
CA

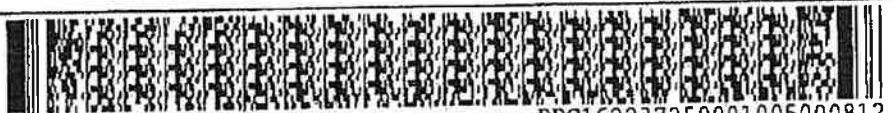
**TO: ROYAL BANK OF CANADA**

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by MGT AGGREGATE PRODUCTS INC. (hereinafter called the "Customer") to the Bank or remaining unpaid by the Customer to the Bank, heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the Customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the Customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "Liabilities"); the liability of the undersigned hereunder being limited to the sum of **\$321,533.00** together with interest thereon from the date of demand for payment at a rate equal to the Bank's Prime Interest Rate plus 5.00 percent per annum as well after as before default and judgment.

AND THE UNDERSIGNED AND EACH OF THEM (IF MORE THAN ONE) HEREBY JOINTLY AND SEVERALLY AGREE(S) WITH THE BANK AS FOLLOWS:

- (1) The Bank may grant time, renewals, extensions, indulgences, releases and discharges to, take securities (which word as used herein includes securities taken by the Bank from the Customer and others, monies which the Customer has on deposit with the Bank, other assets of the Customer held by the Bank in safekeeping or otherwise, and other guarantees) from and give the same and any or all existing securities up to, abstain from taking securities from, or perfecting securities of, cease or refrain from giving credit or making loans or advances to, or change any term or condition applicable to the Liabilities, including without limitation, the rate of interest or maturity date, if any, or introduce new terms and conditions with regard to the Liabilities, or accept compositions from and otherwise deal with, the Customer and others and with all securities as the Bank may see fit, and may apply all moneys at any time received from the Customer or others or from securities upon such part of the Liabilities as the Bank deems best and change any such application in whole or in part from time to time as the Bank may see fit, the whole without in any way limiting or lessening the liability of the undersigned under this guarantee, and no loss of or in respect of any securities received by the Bank from the Customer or others, whether occasioned by the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.
- (2) This guarantee shall be a continuing guarantee and shall cover all the Liabilities, and it shall apply to and secure any ultimate balance due or remaining unpaid to the Bank.
- (3) The Bank shall not be bound to exhaust its recourse against the Customer or others or any securities it may at any time hold before being entitled to payment from the undersigned of the Liabilities. The undersigned renounce(s) to all benefits of discussion and division.

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(4) The undersigned or any of them may, by notice in writing delivered to the Manager of the branch or agency of the Bank receiving this instrument, with effect from and after the date that is 30 days following the date of receipt by the Bank of such notice, determine their or his/her liability under this guarantee in respect of Liabilities thereafter incurred or arising but not in respect of any Liabilities theretofore incurred or arising even though not then matured, provided, however, that notwithstanding receipt of any such notice the Bank may fulfil any requirements of the Customer based on agreements express or implied made prior to the receipt of such notice and any resulting Liabilities shall be covered by this guarantee; and provided further that in the event of the determination of this guarantee as to one or more of the undersigned it shall remain a continuing guarantee as to the other or others of the undersigned.

(5) All indebtedness and liability, present and future, of the customer to the undersigned or any of them are hereby assigned to the Bank and postponed to the Liabilities, and all moneys received by the undersigned or any of them in respect thereof shall be received in trust for the Bank and forthwith upon receipt shall be paid over to the Bank, the whole without in any way limiting or lessening the liability of the undersigned under the foregoing guarantee; and this assignment and postponement is independent of the said guarantee and shall remain in full effect notwithstanding that the liability of the undersigned or any of them under the said guarantee may be extinct. The term "Liabilities", as previously defined, for purposes of the postponement feature provided by this agreement, and this section in particular, includes any funds advanced or held at the disposal of the Customer under any line(s) of credit.

(6) This guarantee and agreement shall not be affected by the death or loss or diminution of capacity of the undersigned or any of them or by any change in the name of the Customer or in the membership of the Customer's firm through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, or by the acquisition of the Customer's business by a corporation, or by any change whatsoever in the objects, capital structure or constitution of the Customer, or by the Customer's business being amalgamated with a corporation, but shall notwithstanding the happening of any such event continue to apply to all the Liabilities whether theretofore or thereafter incurred or arising and in this instrument the word "Customer" shall include every such firm and corporation.

(7) This guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time or times of any sum or sums of money for the time being due or remaining unpaid to the Bank, and all dividends, compositions, proceeds of security valued and payments received by the Bank from the Customer or from others or from estates shall be regarded for all purposes as payments in gross without any right on the part of the undersigned to claim in reduction of the liability under this guarantee the benefit of any such dividends, compositions, proceeds or payments or any securities held by the Bank or proceeds thereof, and the undersigned shall have no right to be subrogated in any rights of the Bank until the Bank shall have received payment in full of the Liabilities.

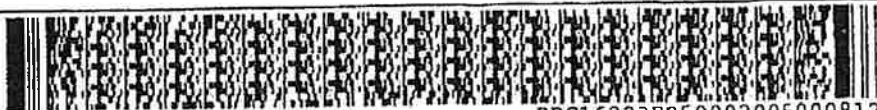
(8) All monies, advances, renewals, credits and credit facilities in fact borrowed or obtained from the Bank shall be deemed to form part of the Liabilities, notwithstanding any lack or limitation of status or of power, incapacity or disability of the Customer or of the directors, partners or agents of the Customer, or that the Customer may not be a legal or suable entity, or any irregularity, defect or informality in the borrowing or obtaining of such monies, advances, renewals, credits or credit facilities, or any other reason, similar or not, the whole whether known to the Bank or not. Any sum which may not be recoverable from the undersigned on the footing of a guarantee, whether for the reasons set out in the previous sentence, or for any other reason, similar or not, shall be recoverable from the undersigned and each of them as sole or principal debtor in respect of that sum, and shall be paid to the Bank on demand with interest and accessories.

(9) This guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given, at any time held by the Bank, and any present or future obligation to the Bank incurred or arising otherwise than under a guarantee, of the undersigned or any of them or of any other obligant, whether bound with or apart from the Customer; excepting any guarantee surrendered for cancellation on delivery of this instrument or confirmed in writing by the Bank to be cancelled.

(10) The undersigned and each of them shall be bound by any account settled between the Bank and the Customer, and if no such account has been so settled immediately before demand for payment under this guarantee any account stated by the Bank shall be accepted by the undersigned and each of them as conclusive evidence of the amount which at the date of the account so stated is due by the Customer to the Bank or remains unpaid by the Customer to the Bank.

(11) This guarantee and agreement shall be operative and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank shall

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be conclusive evidence against the undersigned and each of them that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any conditions precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Bank each signatory thereof obtains from the Manager of the branch or agency of the Bank receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.

(12) No suit based on this guarantee shall be instituted until demand for payment has been made, and demand for payment shall be deemed to have been effectually made upon any guarantor if and when an envelope containing such demand, addressed to such guarantor at the address of such guarantor last known to the Bank, is posted, postage prepaid, in the post office, and in the event of the death of any guarantor demand for payment addressed to any of such guarantor's heirs, executors, administrators or legal representatives at the address of the addressee last known to the Bank and posted as aforesaid shall be deemed to have been effectually made upon all of them. Moreover, when demand for payment has been made, the undersigned shall also be liable to the Bank for all legal costs (on a solicitor and own client basis) incurred by or on behalf of the Bank resulting from any action instituted on the basis of this guarantee. All payments hereunder shall be made to the Bank at a branch or agency of the Bank.

(13) This instrument covers all agreements between the parties hereto relative to this guarantee and assignment and postponement, and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein.

(14) This guarantee and agreement shall extend to and enure to the benefit of the Bank and its successors and assigns, an every reference herein to the undersigned or to each of them or to any of them, is a reference to and shall be construed as including the undersigned and the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned or of each of them or of any of them, as the case may be, to and upon all of whom this guarantee and agreement shall extend and be binding.

(15) Prime Interest Rate is the annual rate of interest announced from time to time by Royal Bank of Canada as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada.

(16) This Guarantee and Postponement of Claim shall be governed by and construed in accordance with the laws of the province of ALBERTA ("Jurisdiction"). The undersigned irrevocably submits to the courts of the Jurisdiction in any action or proceeding arising out of or relating to this Guarantee and Postponement of Claim, and irrevocably agrees that all such actions and proceedings may be heard and determined in such courts, and irrevocably waives, to the fullest extent possible, the defense of an inconvenient forum. The undersigned agrees that a judgment or order in any such action or proceeding may be enforced in other jurisdictions in any manner provided by law. Provided, however, that the Bank may serve legal process in any manner permitted by law or may bring an action or proceeding against the undersigned or the property or assets of the undersigned in the courts of any other jurisdiction.

(17) The Undersigned hereby acknowledges receipt of a copy of this agreement.

(18) The Undersigned hereby waives Undersigned's right to receive a copy of any Financing Statement or Financing Change Statement registered by the Bank.

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EXECUTED this FEBRUARY 18, 2016  
(MONTH) (DAY) (YEAR)

IN THE PRESENCE OF

[Signature]  
Witness Signature:

[Signature]  
MICHAEL TOMLINSON

Name: **CHRIS STEPHAN**  
Barrister & Solicitor

Insert the full name and address of Guarantor (Undersigned above).

Full name and address

MICHAEL TOMLINSON  
52 ROZIER CLOSE  
SYLVAN LAKE  
ALBERTA  
T4S0B7  
CA

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(To be completed when the guarantee is stated to be governed by the laws of the Province of Alberta, the loan is repayable in Alberta, the guarantee is executed in Alberta, the Customer carries on business in Alberta, or the guarantor is resident or owns assets in Alberta.)

To be completed only when the guarantor is not a corporation)

**THE GUARANTEES ACKNOWLEDGEMENT ACT, (ALBERTA)  
CERTIFICATE OF BARRISTER AND SOLICITOR**

I HEREBY CERTIFY THAT:

(1) MICHAEL TOMLINSON, the guarantor in the guarantee dated FEB. 18, 2016 made between ROYAL BANK OF CANADA and MICHAEL TOMLINSON, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;

(2) I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

**CHRIS STEPHAN**  
Barrister & Solicitor

CERTIFIED by \_\_\_\_\_, Barrister and Solicitor at the CITY of REGD BARR, in the Province of Alberta, this 18<sup>th</sup> day of FEBRUARY, 2016.

  
Signature  
**CHRIS STEPHAN**  
Barrister & Solicitor

(Guarantor to sign in presence of Barrister and Solicitor)

**STATEMENT OF GUARANTOR**

I am the person named in the certificate

  
Signature of Guarantor

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Royal Bank of Canada  
**Guarantee and Postponement of Claim**

SRF: 162237259  
 Borrower: MGT AGGREGATE PRODUCTS INC.

4943 ROSS ST  
 RED DEER  
 ALBERTA  
 T4N 1Y1  
 CA

**TO: ROYAL BANK OF CANADA**

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by **MGT AGGREGATE PRODUCTS INC.** (hereinafter called the "Customer") to the Bank or remaining unpaid by the Customer to the Bank, heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the Customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the Customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "Liabilities"); the liability of the undersigned hereunder being limited to the sum of **\$350,000.00** together with interest thereon from the date of demand for payment at a rate equal to the **Bank's Prime Interest Rate plus 5.00 percent per annum** as well after as before default and judgment.

AND THE UNDERSIGNED AND EACH OF THEM (IF MORE THAN ONE) HEREBY JOINTLY AND SEVERALLY AGREE(S) WITH THE BANK AS FOLLOWS:

(1) The Bank may grant time, renewals, extensions, indulgences, releases and discharges to, take securities (which word as used herein includes securities taken by the Bank from the Customer and others, monies which the Customer has on deposit with the Bank, other assets of the Customer held by the Bank in safekeeping or otherwise, and other guarantees) from and give the same and any or all existing securities up to, abstain from taking securities from, or perfecting securities of, cease or refrain from giving credit or making loans or advances to, or change any term or condition applicable to the Liabilities, including without limitation, the rate of interest or maturity date, if any, or introduce new terms and conditions with regard to the Liabilities, or accept compositions from and otherwise deal with, the Customer and others and with all securities as the Bank may see fit, and may apply all moneys at any time received from the Customer or others or from securities upon such part of the Liabilities as the Bank deems best and change any such application in whole or in part from time to time as the Bank may see fit, the whole without in any way limiting or lessening the liability of the undersigned under this guarantee, and no loss of or in respect of any securities received by the Bank from the Customer or others, whether occasioned by the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.

(2) This guarantee shall be a continuing guarantee and shall cover all the Liabilities, and it shall apply to and secure any ultimate balance due or remaining unpaid to the Bank.

(3) The Bank shall not be bound to exhaust its recourse against the Customer or others or any securities it may at any time hold before being entitled to payment from the undersigned of the Liabilities. The undersigned renounce(s) to all benefits of discussion and division.

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(4) The undersigned or any of them may, by notice in writing delivered to the Manager of the branch or agency of the Bank receiving this instrument, with effect from and after the date that is 30 days following the date of receipt by the Bank of such notice, determine their or his/her liability under this guarantee in respect of Liabilities thereafter incurred or arising but not in respect of any Liabilities theretofore incurred or arising even though not then matured, provided, however, that notwithstanding receipt of any such notice the Bank may fulfil any requirements of the Customer based on agreements express or implied made prior to the receipt of such notice and any resulting Liabilities shall be covered by this guarantee; and provided further that in the event of the determination of this guarantee as to one or more of the undersigned it shall remain a continuing guarantee as to the other or others of the undersigned.

(5) All indebtedness and liability, present and future, of the customer to the undersigned or any of them are hereby assigned to the Bank and postponed to the Liabilities, and all moneys received by the undersigned or any of them in respect thereof shall be received in trust for the Bank and forthwith upon receipt shall be paid over to the Bank, the whole without in any way limiting or lessening the liability of the undersigned under the foregoing guarantee; and this assignment and postponement is independent of the said guarantee and shall remain in full effect notwithstanding that the liability of the undersigned or any of them under the said guarantee may be extinct. The term "Liabilities", as previously defined, for purposes of the postponement feature provided by this agreement, and this section in particular, includes any funds advanced or held at the disposal of the Customer under any line(s) of credit.

(6) This guarantee and agreement shall not be affected by the death or loss or diminution of capacity of the undersigned or any of them or by any change in the name of the Customer or in the membership of the Customer's firm through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, or by the acquisition of the Customer's business by a corporation, or by any change whatsoever in the objects, capital structure or constitution of the Customer, or by the Customer's business being amalgamated with a corporation, but shall notwithstanding the happening of any such event continue to apply to all the Liabilities whether theretofore or thereafter incurred or arising and in this instrument the word "Customer" shall include every such firm and corporation.

(7) This guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time or times of any sum or sums of money for the time being due or remaining unpaid to the Bank, and all dividends, compositions, proceeds of security valued and payments received by the Bank from the Customer or from others or from estates shall be regarded for all purposes as payments in gross without any right on the part of the undersigned to claim in reduction of the liability under this guarantee the benefit of any such dividends, compositions, proceeds or payments or any securities held by the Bank or proceeds thereof, and the undersigned shall have no right to be subrogated in any rights of the Bank until the Bank shall have received payment in full of the Liabilities.

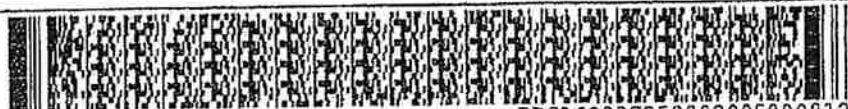
(8) All monies, advances, renewals, credits and credit facilities in fact borrowed or obtained from the Bank shall be deemed to form part of the Liabilities, notwithstanding any lack or limitation of status or of power, incapacity or disability of the Customer or of the directors, partners or agents of the Customer, or that the Customer may not be a legal or suable entity, or any irregularity, defect or informality in the borrowing or obtaining of such monies, advances, renewals, credits or credit facilities, or any other reason, similar or not, the whole whether known to the Bank or not. Any sum which may not be recoverable from the undersigned on the footing of a guarantee, whether for the reasons set out in the previous sentence, or for any other reason, similar or not, shall be recoverable from the undersigned and each of them as sole or principal debtor in respect of that sum, and shall be paid to the Bank on demand with interest and accessories.

(9) This guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given, at any time held by the Bank, and any present or future obligation to the Bank incurred or arising otherwise than under a guarantee, of the undersigned or any of them or of any other obligant, whether bound with or apart from the Customer; excepting any guarantee surrendered for cancellation on delivery of this instrument or confirmed in writing by the Bank to be cancelled.

(10) The undersigned and each of them shall be bound by any account settled between the Bank and the Customer, and if no such account has been so settled immediately before demand for payment under this guarantee any account stated by the Bank shall be accepted by the undersigned and each of them as conclusive evidence of the amount which at the date of the account so stated is due by the Customer to the Bank or remains unpaid by the Customer to the Bank.

(11) This guarantee and agreement shall be operative and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank shall

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be conclusive evidence against the undersigned and each of them that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any conditions precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Bank each signatory thereof obtains from the Manager of the branch or agency of the Bank receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.

(12) No suit based on this guarantee shall be instituted until demand for payment has been made, and demand for payment shall be deemed to have been effectually made upon any guarantor if and when an envelope containing such demand, addressed to such guarantor at the address of such guarantor last known to the Bank, is posted, postage prepaid, in the post office, and in the event of the death of any guarantor demand for payment addressed to any of such guarantor's heirs, executors, administrators or legal representatives at the address of the addressee last known to the Bank and posted as aforesaid shall be deemed to have been effectually made upon all of them. Moreover, when demand for payment has been made, the undersigned shall also be liable to the Bank for all legal costs (on a solicitor and own client basis) incurred by or on behalf of the Bank resulting from any action instituted on the basis of this guarantee. All payments hereunder shall be made to the Bank at a branch or agency of the Bank.

(13) This instrument covers all agreements between the parties hereto relative to this guarantee and assignment and postponement, and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein.

(14) This guarantee and agreement shall extend to and enure to the benefit of the Bank and its successors and assigns, an every reference herein to the undersigned or to each of them or to any of them, is a reference to and shall be construed as including the undersigned and the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned or of each of them or of any of them, as the case may be, to and upon all of whom this guarantee and agreement shall extend and be binding.

(15) Prime Interest Rate is the annual rate of interest announced from time to time by Royal Bank of Canada as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada.

(16) This Guarantee and Postponement of Claim shall be governed by and construed in accordance with the laws of the province of ALBERTA ("Jurisdiction"). The undersigned irrevocably submits to the courts of the Jurisdiction in any action or proceeding arising out of or relating to this Guarantee and Postponement of Claim, and irrevocably agrees that all such actions and proceedings may be heard and determined in such courts, and irrevocably waives, to the fullest extent possible, the defense of an inconvenient forum. The undersigned agrees that a judgment or order in any such action or proceeding may be enforced in other jurisdictions in any manner provided by law. Provided, however, that the Bank may serve legal process in any manner permitted by law or may bring an action or proceeding against the undersigned or the property or assets of the undersigned in the courts of any other jurisdiction.

(17) The Undersigned hereby acknowledges receipt of a copy of this agreement.

Applicable in all U.S.A. except Ontario. (18) The Undersigned hereby waives Undersigned's right to receive a copy of any Financing Statement or Financing Change Statement registered by the Bank.

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EXECUTED this Feb. 23 / 2012  
(MONTH) (DAY) (YEAR)

IN THE PRESENCE OF

Witness Signature: [Signature]

[Signature]  
MICHAEL TOMLINSON

Name: **CHRIS STEPHAN**  
Barrister & Solicitor

Insert the full name and address of Guarantor (Undersigned above).

Full name and address

MICHAEL TOMLINSON  
52 ROZIER CLOSE  
SYLVAN LAKE  
ALBERTA  
T4S0B7  
CA

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(To be completed when the guarantee is stated to be governed by the laws of the Province of Alberta, the loan is repayable in Alberta, the guarantee is executed in Alberta, the Customer carries on business in Alberta, or the guarantor is resident or owns assets in Alberta.)

To be completed only when the guarantor is not a corporation)

**THE GUARANTEES ACKNOWLEDGEMENT ACT, (ALBERTA)  
CERTIFICATE OF BARRISTER AND SOLICITOR**

I HEREBY CERTIFY THAT:

(1) MICHAEL TOMLINSON, the guarantor in the guarantee dated Feb. 23/12 made between ROYAL BANK OF CANADA and MICHAEL TOMLINSON, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;

(2) I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

**CHRIS STEPHAN**  
Barrister & Solicitor

CERTIFIED by \_\_\_\_\_, Barrister and Solicitor at the City of Edmonton, in the Province of Alberta, this 23 day of Feb., 2012.

\_\_\_\_\_  
Signature

(Guarantor to sign in presence of Barrister and Solicitor)

**STATEMENT OF GUARANTOR**

I am the person named in the certificate

Michael Tomlinson  
Signature of Guarantor



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# EXHIBIT "H"

This is Exhibit "H" referred to in the  
Affidavit of Natalia Naraine Sworn  
before me this 21st  
day of November, 2022.



A Commissioner for Oaths in  
and for the Province of Alberta

Melanie Cheddi  
Barrister & Solicitor

*MW*

**GUARANTEE AND POSTPONEMENT OF CLAIM****TO: ROYAL BANK OF CANADA**

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by MGT AGGREGATE PRODUCTS INC. (hereinafter called the "Customer") to the Bank or remaining unpaid by the Customer to the Bank, heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the Customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the Customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "Liabilities"); the liability of the undersigned hereunder being limited to the sum of \$650,000.00 Six Hundred Fifty Thousand Dollars together with interest thereon from the date of demand for payment at a rate equal to the Prime Interest Rate of the Bank plus 5.000 Five percent per annum as well after as before default and judgment.

AND THE UNDERSIGNED AND EACH OF THEM (IF MORE THAN ONE) HEREBY JOINTLY AND SEVERALLY AGREE(S) WITH THE BANK AS FOLLOWS:

(1) The Bank may grant time, renewals, extensions, indulgences, releases and discharges to, take securities (which word as used herein includes securities taken by the Bank from the Customer and others, monies which the Customer has on deposit with the Bank, other assets of the Customer held by the Bank in safekeeping or otherwise, and other guarantees) from and give the same and any or all existing securities up to, abstain from taking securities from, or perfecting securities of, cease or refrain from giving credit or making loans or advances to, or change any term or condition applicable to the Liabilities, including without limitation, the rate of interest or maturity date, if any, or introduce new terms and conditions with regard to the Liabilities, or accept compositions from and otherwise deal with, the Customer and others and with all securities as the Bank may see fit, and may apply all moneys at any time received from the Customer or others or from securities upon such part of the Liabilities as the Bank deems best and change any such application in whole or in part from time to time as the Bank may see fit, the whole without in any way limiting or lessening the liability of the undersigned under this guarantee, and no loss of or in respect of any securities received by the Bank from the Customer or others, whether occasioned by the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.

(2) This guarantee shall be a continuing guarantee and shall cover all the Liabilities, and it shall apply to and secure any ultimate balance due or remaining unpaid to the Bank.

(3) The Bank shall not be bound to exhaust its recourse against the Customer or others or any securities it may at any time hold before being entitled to payment from the undersigned of the Liabilities. The undersigned renounce(s) to all benefits of discussion and division.

(4) The undersigned or any of them may, by notice in writing delivered to the Manager of the branch or agency of the Bank receiving this instrument, with effect from and after the date that is 30 days following the date of receipt by the Bank of such notice, determine their or his/her liability under this guarantee in respect of Liabilities thereafter incurred or arising but not in respect of any Liabilities theretofore incurred or arising even though not then matured, provided, however, that notwithstanding receipt of any such notice the Bank may fulfil any requirements of the Customer based on agreements express or implied made prior to the receipt of such notice and any resulting Liabilities shall be covered by this guarantee; and provided further that in the event of the determination of this guarantee as to one or more of the undersigned it shall remain a continuing guarantee as to the other or others of the undersigned.

(5) All indebtedness and liability, present and future, of the customer to the undersigned or any of them are hereby assigned to the Bank and postponed to the Liabilities, and all moneys received by the undersigned or any of them in respect thereof shall be received in trust for the Bank and forthwith upon receipt shall be paid over to the Bank, the

whole without in any way limiting or lessening the liability of the undersigned under the foregoing guarantee; and this assignment and postponement is independent of the said guarantee and shall remain in full effect notwithstanding that the liability of the undersigned or any of them under the said guarantee may be extinct. The term "Liabilities", as previously defined, for purposes of the postponement feature provided by this agreement, and this section in particular, includes any funds advanced or held at the disposal of the Customer under any line(s) of credit.

(6) This guarantee and agreement shall not be affected by the death or loss or diminution of capacity of the undersigned or any of them or by any change in the name of the Customer or in the membership of the Customer's firm through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, or by the acquisition of the Customer's business by a corporation, or by any change whatsoever in the objects, capital structure or constitution of the Customer, or by the Customer's business being amalgamated with a corporation, but shall notwithstanding the happening of any such event continue to apply to all the Liabilities whether theretofore or thereafter incurred or arising and in this instrument the word "Customer" shall include every such firm and corporation.

(7) This guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time or times of any sum or sums of money for the time being due or remaining unpaid to the Bank, and all dividends, compositions, proceeds of security valued and payments received by the Bank from the Customer or from others or from estates shall be regarded for all purposes as payments in gross without any right on the part of the undersigned to claim in reduction of the liability under this guarantee the benefit of any such dividends, compositions, proceeds or payments or any securities held by the Bank or proceeds thereof, and the undersigned shall have no right to be subrogated in any rights of the Bank until the Bank shall have received payment in full of the Liabilities.

(8) All monies, advances, renewals, credits and credit facilities in fact borrowed or obtained from the Bank shall be deemed to form part of the Liabilities, notwithstanding any lack or limitation of status or of power, incapacity or disability of the Customer or of the directors, partners or agents of the Customer, or that the Customer may not be a legal or suable entity, or any irregularity, defect or informality in the borrowing or obtaining of such monies, advances, renewals, credits or credit facilities, or any other reason, similar or not, the whole whether known to the Bank or not. Any sum which may not be recoverable from the undersigned on the footing of a guarantee, whether for the reasons set out in the previous sentence, or for any other reason, similar or not, shall be recoverable from the undersigned and each of them as sole or principal debtor in respect of that sum, and shall be paid to the Bank on demand with interest and accessories.

(9) This guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given, at any time held by the Bank, and any present or future obligation to the Bank incurred or arising otherwise than under a guarantee, of the undersigned or any of them or of any other obligant, whether bound with or apart from the Customer; excepting any guarantee surrendered for cancellation on delivery of this instrument or confirmed in writing by the Bank to be cancelled.

(10) The undersigned and each of them shall be bound by any account settled between the Bank and the Customer, and if no such account has been so settled immediately before demand for payment under this guarantee any account stated by the Bank shall be accepted by the undersigned and each of them as conclusive evidence of the amount which at the date of the account so stated is due by the Customer to the Bank or remains unpaid by the Customer to the Bank.

(11) This guarantee and agreement shall be operative and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank shall be conclusive evidence against the undersigned and each of them that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any conditions precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Bank each signatory thereof obtains from the Manager of the branch or agency of the Bank receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.

(12) No suit based on this guarantee shall be instituted until demand for payment has been made, and demand for payment shall be deemed to have been effectually made upon any guarantor if and when an envelope containing such demand, addressed to such guarantor at the address of such guarantor last known to the Bank, is posted, postage prepaid, in the post office, and in the event of the death of any guarantor demand for payment addressed to any of such guarantor's heirs, executors, administrators or legal representatives at the address of the addressee last known to the Bank and posted as aforesaid shall be deemed to have been effectually made upon all of them. Moreover, when demand for payment has been made, the undersigned shall also be liable to the Bank for all legal costs (on a solicitor and own client basis) incurred by or on behalf of the Bank resulting from any action instituted on the basis of this guarantee. All payments hereunder shall be made to the Bank at a branch or agency of the Bank.

(13) This instrument covers all agreements between the parties hereto relative to this guarantee and assignment and postponement, and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein.

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(14) This guarantee and agreement shall extend to and enure to the benefit of the Bank and its successors and assigns, and every reference herein to the undersigned or to each of them or to any of them, is a reference to and shall be construed as including the undersigned and the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned or of each of them or of any of them, as the case may be, to and upon all of whom this guarantee and agreement shall extend and be binding.

(15) Prime Interest Rate is the annual rate of interest announced from time to time by Royal Bank of Canada as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada.

(16) This Guarantee and Postponement of Claim shall be governed by and construed in accordance with the laws of the Province of Alberta ("Jurisdiction"). The undersigned irrevocably submits to the courts of the Jurisdiction in any action or proceeding arising out of or relating to this Guarantee and Postponement of Claim, and irrevocably agrees that all such actions and proceedings may be heard and determined in such courts, and irrevocably waives, to the fullest extent possible, the defense of an inconvenient forum. The undersigned agrees that a judgment or order in any such action or proceeding may be enforced in other jurisdictions in any manner provided by law. Provided, however, that the Bank may serve legal process in any manner permitted by law or may bring an action or proceeding against the undersigned or the property or assets of the undersigned in the courts of any other jurisdiction.

(Applicable in all P.P.S.A. Provinces except Ontario.)

(17) The Undersigned hereby acknowledges receipt of a copy of this agreement.

(18) The Undersigned hereby waives Undersigned's right to receive a copy of any Financing Statement or Financing Change Statement registered by the Bank.

EXECUTED this 02 21 2017  
(MONTH) (DAY) (YEAR)

IN THE PRESENCE OF

  
Witness Signature:

Ben Guenther  
Name:

Witness Signature :

Name:

Witness Signature :

Name:

Witness Signature :

Name:

MGT MANAGEMENT INC.



Insert the full name and address of guarantor (Undersigned above).

Full name and address

*AW*

(To be completed when the guarantee is stated to be governed by the laws of the Province of Alberta, the loan is repayable in Alberta, the guarantee is executed in Alberta, the Customer carries on business in Alberta, or the guarantor is resident or owns assets in Alberta.)

**THE GUARANTEES ACKNOWLEDGEMENT ACT (ALBERTA)  
CERTIFICATE OF BARRISTER AND SOLICITOR**

(To be completed only where the guarantor is not a corporation)

I HEREBY CERTIFY THAT:

(1) \_\_\_\_\_, the guarantor in the guarantee dated \_\_\_\_\_ made between ROYAL BANK OF CANADA and \_\_\_\_\_, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;

(2) I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

CERTIFIED by \_\_\_\_\_, Barrister and Solicitor at the \_\_\_\_\_ of \_\_\_\_\_, in the Province of Alberta, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature

**STATEMENT OF GUARANTOR**

(Guarantor to sign in presence of Barrister and Solicitor)

I am the person named in the certificate \_\_\_\_\_

\_\_\_\_\_  
Signature of Guarantor

(To be completed when the guarantor is an individual and the guarantee is stated to be governed by the laws of Saskatchewan and the Customer is a farmer, farm corporation or farm partnership in Saskatchewan or engages in a farming operation or owns farm assets in Saskatchewan.)

**THE SASKATCHEWAN FARM SECURITY ACT ACKNOWLEDGEMENT OF GUARANTEE  
(SECTION 31)  
CERTIFICATE OF LAWYER OR NOTARY PUBLIC**

I HEREBY CERTIFY THAT:

(1) \_\_\_\_\_ of \_\_\_\_\_ in the Province of \_\_\_\_\_, the guarantor in the guarantee dated \_\_\_\_\_ made between ROYAL BANK OF CANADA and \_\_\_\_\_, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;

(2) I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

(3) I have not prepared any documents on behalf of the creditor, Royal Bank of Canada, relating to the transaction and I am not otherwise interested in the transaction;

(4) I acknowledge that the guarantor signed the following "Statement of Guarantor" in my presence.

Given at \_\_\_\_\_ this \_\_\_\_\_ under my hand and seal of office

(SEAL REQUIRED WHERE NOTARY PUBLIC SIGNS CERTIFICATE)

\_\_\_\_\_  
A LAWYER OR A NOTARY PUBLIC IN AND FOR

**STATEMENT OF GUARANTOR**

I am the person named in the certificate \_\_\_\_\_

\_\_\_\_\_  
Signature of Guarantor

*ML*

MGT MANAGEMENT INC. (the "Guarantor")

RESOLUTION OF DIRECTORS

Whereas it is deemed expedient and in the best interests of the Guarantor that it lend assistance to MGT AGGREGATE PRODUCTS INC. (the "Customer") in connection with its borrowings, both present and future, from ROYAL BANK OF CANADA (the "Bank").

NOW THEREFORE BE IT DULY RESOLVED

1. THAT the Guarantor guarantee payment to the Bank of all present and future debts and liabilities, including interest due at any time by the Customer to the Bank; provided that the liability of the Guarantor shall be limited to the sum of \$ 650,000.00 Six Hundred Fifty Thousand Dollars together with interest from the date of demand for payment at the Prime Interest Rate of the Bank plus 5.000 Five per cent per annum;

For the purposes hereof (where applicable), Prime Interest Rate means the annual rate of interest announced from time to time by the Bank as a reference rate then in effect for determining interest rates on Canadian Dollar commercial loans in Canada.

2. THAT the Guarantor further secure the Bank by postponing all debts and claims, present and future, of the Guarantor against the Customer to the debts and claims of the Bank against the Customer.

3. THAT the Guarantee and Postponement of Claim upon the Bank's form, a copy of which has been submitted to this meeting, be and is hereby approved as containing a correct statement of the terms and conditions upon which the said guarantee and postponement are to be made and that the said Guarantee and Postponement of Claim be duly executed for and in the name of the Guarantor (under the corporate seal where required)

by Michael Tomlinson President (IDENTIFY BY NAME AND TITLE)

and (IDENTIFY BY NAME AND TITLE)

with such alterations, additions, amendments and deletions as they may approve; and that the Guarantee and Postponement of Claim/Suretyship and Subordination of Claims so executed is the Guarantee and Postponement of Claim authorized by this resolution.

4. THAT for the purpose of securing this Guarantee, or any present or future debts or liabilities, including interest due at any time, by the Customer to the Bank, the Guarantor shall provide to the Bank any security, including accommodation endorsements, which the Bank may request, and that for such purpose the officers of the Guarantor mentioned in paragraph 3 hereof be and they are hereby empowered for and on behalf of the Guarantor to provide such security and to execute such further documents as the Bank may require.

5. That a copy of this Resolution, certified by the Secretary of the Guarantor (under the corporate seal where required) be given to the branch of the Bank where the Customer has its account, and that the designation of the officers under Section 3 of this Resolution shall be binding upon the Guarantor until a Resolution, certified by the Secretary of the Guarantor, changing the officers is received by that branch of the Bank.

CERTIFICATE

It is hereby certified by the undersigned that the foregoing is a Resolution of the Directors of the Guarantor in accordance with the Guarantor's By-laws, constating documents, any unanimous shareholders' agreements made by the shareholders of the Guarantor and all other laws governing the Guarantor, all as amended from time to time, which Resolution is now in full force and effect.

It is hereby further certified that there are no provisions in the articles or by-laws of the Guarantor or in any unanimous shareholder agreement which restrict or limit the powers of the Guarantor or of its directors to borrow money upon the credit of the Guarantor, to issue, reissue, sell or pledge debt obligations of the Guarantor, to give a guarantee on behalf of the Guarantor to secure the performance of an obligation of any person, to mortgage, hypothecate, pledge or otherwise create a security interest in all or any property of the Guarantor, owned or subsequently acquired, to secure any obligation of the Guarantor and to delegate the powers referred to above to a director, officer or committee of directors.

CERTIFIED this 02 24 2017 as witness, where required by law, under the corporate seal of the Guarantor. (MONTH) (DAY) (YEAR)

Table with 2 columns: Prepared by (JB), Checked by

(Corporate Seal where required by law)

Signature of Michael Tomlinson, President

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# EXHIBIT "I"

**This is Exhibit "I" referred to in the  
Affidavit of Natalia Naraine Sworn  
before me this 21st  
day of November, 2022.**



**A Commissioner for Oaths in  
and for the Province of Alberta**

Melanie Cheddi  
Barrister & Solicitor





Royal Bank of Canada  
General Security Agreement

SRF: 144708906  
Borrower: MGT MANAGEMENT INC.

4943 ROSS ST  
RED DEER  
ALBERTA  
T4N 1Y1  
CA

## 1. SECURITY INTEREST

(a) For value received, the undersigned ("Debtor"), hereby grants to **ROYAL BANK OF CANADA** ("RBC"), a security interest (the "Security Interest") in the undertaking of Debtor and in all of Debtor's present and after acquired personal property including, without limitation, 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 and Securities and all other Investment Property now owned or hereafter owned or acquired by or on behalf of Debtor (including such as may be returned to or repossessed by Debtor) and in all proceeds and renewals thereof, accretions thereto and substitutions therefor (hereinafter collectively called "Collateral"), and including, without limitation, all of the following now owned or hereafter owned or acquired by or on behalf of Debtor:

- (i) all Inventory of whatever kind and wherever situate;
- (ii) all equipment (other than Inventory) of whatever kind and wherever situate, including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatsoever nature or kind;
- (iii) all Accounts and book debts and generally all debts, dues, claims, choses in action 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 or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by Debtor ("Debts");
- (iv) all lists, records and files relating to Debtor's customers, clients and patients;
- (v) all deeds, documents, writings, papers, books of account and other books relating to or being records of Debts, Chattel Paper 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;
- (vii) all patents, industrial designs, trade-marks, trade secrets and know-how including without limitation environmental technology and biotechnology, confidential information, trade-names, goodwill, copyrights, personality rights, plant breeders' rights, integrated circuit topographies, software and all other forms of intellectual and industrial property, and any registrations and applications for registration of any of the foregoing (collectively "Intellectual Property"); and
- (viii) all property described in Schedule "C" or any schedule now or hereafter annexed hereto.

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

(c) The terms "Goods", "Chattel Paper", "Document of Title", "Instrument", "Intangible", "Security", "Investment

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Property", "proceeds", "Inventory", "accession", "Money", "Account", "financing statement" and "financing change statement" whenever used herein shall be interpreted pursuant to their respective meanings when used in The Personal Property Security Act of the province referred to in Clause 14(s), as amended from time to time, which Act, including amendments thereto and any Act substituted therefor and amendments thereto is herein referred to as the "P.P.S.A.". Provided always that the term "Goods" when used herein shall not include "consumer goods" of Debtor as that term is defined in the P.P.S.A., the term "Inventory" when used herein shall include livestock and the young thereof after conception and crops that become such within one year of execution of this Security Agreement and the term "Investment Property", if not defined in the P.P.S.A., shall be interpreted according to its meaning in the Personal Property Security Act (Ontario). Any reference herein to "Collateral" shall, unless the context otherwise requires, be deemed a reference to "Collateral or any part thereof".

## 2. INDEBTEDNESS SECURED

The Security Interest granted hereby secures payment and performance of any and all obligations, indebtedness and liability of Debtor to RBC (including interest thereon) 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 Debtor be bound alone or with another or others and whether as principal or surety (hereinafter collectively called the "Indebtedness"). If the Security Interest in the Collateral is not sufficient, in the event of default, to satisfy all Indebtedness of the Debtor, the Debtor acknowledges and agrees that Debtor shall continue to be liable for any Indebtedness remaining outstanding and RBC shall be entitled to pursue full payment thereof.

## 3. REPRESENTATIONS AND WARRANTIES OF DEBTOR

Debtor represents and warrants and so long as this Security Agreement remains in effect shall be deemed to continuously represent and warrant that:

(a) the Collateral is genuine and owned by Debtor free of all security interests, mortgages, liens, claims, charges, licenses, leases, infringements by third parties, encumbrances or other adverse claims or interests (hereinafter collectively called "Encumbrances"), save for the Security Interest and those Encumbrances shown on Schedule "A" or hereafter approved in writing by RBC, prior to their creation or assumption;

(b) all Intellectual Property applications and registrations are valid and in good standing and Debtor is the owner of the applications and registrations;

(c) each Debt, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "Account Debtor"), and the amount represented by Debtor to RBC from time to time as owing by each Account Debtor or by all Account Debtors will be the correct amount actually and unconditionally owing by such Account Debtor or Account Debtors, except for normal cash discounts where applicable, and no Account Debtor will have any defence, set off, claim or counterclaim against Debtor which can be asserted against RBC, whether in any proceeding to enforce Collateral or otherwise;

(d) the locations specified in Schedule "B" as to business operations and records are accurate and complete and with respect to Goods (including Inventory) constituting Collateral, the locations specified in Schedule "B" are accurate and complete save for Goods in transit to such locations and Inventory on lease or consignment; and all fixtures or Goods about to become fixtures and all crops and all oil, gas or other minerals to be extracted and all timber to be cut which forms part of the Collateral will be situate at one of such locations; and

(e) the execution, delivery and performance of the obligations under this Security Agreement and the creation of any security interest in or assignment hereunder of Debtor's rights in the Collateral to RBC will not result in a breach of any agreement to which Debtor is a party.

## 4. COVENANTS OF THE DEBTOR

So long as this Security Agreement remains in effect Debtor covenants and agrees:

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(a) to defend the Collateral against the claims and demands of all other parties claiming the same or an interest therein; to diligently initiate and prosecute legal action against all infringers of Debtor's rights in Intellectual Property; to take all reasonable action to keep the Collateral free from all Encumbrances, except for the Security Interest, licenses which are compulsory under federal or provincial legislation and those shown on Schedule "A" or hereafter approved in writing by RBC, prior to their creation or assumption, and not to sell, exchange, transfer, assign, lease, license or otherwise dispose of Collateral or any interest therein without the prior written consent of RBC; provided always that, until default, Debtor may, in the ordinary course of Debtor's business, sell or lease Inventory and, subject to Clause 7 hereof, use Money available to Debtor;

(b) to notify RBC promptly of:

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

(c) to keep Collateral in good order, condition and repair and not to use Collateral in violation of the provisions of this Security Agreement or any other agreement relating to Collateral or any policy insuring Collateral or any applicable statute, law, by-law, rule, regulation or ordinance; to keep all agreements, registrations and applications relating to Intellectual Property and intellectual property used by Debtor in its business in good standing and to renew all agreements and registrations as may be necessary or desirable to protect Intellectual Property, unless otherwise agreed in writing by RBC; to apply to register all existing and future copyrights, trade-marks, patents, integrated circuit topographies and industrial designs whenever it is commercially reasonable to do so;

(d) to do, execute, acknowledge and deliver such financing statements, financing change statements and further assignments, transfers, documents, acts, matters and things (including further schedules hereto) as may be reasonably requested by RBC of or with respect to Collateral in order to give effect to these presents and to pay all costs for searches and filings in connection therewith;

(e) 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 Debtor or Collateral as and when the same become due and payable;

(f) to insure collateral in such amounts and against such risks as would customarily be insured by a prudent owner of similar Collateral and in such additional amounts and against such additional risks as RBC may from time to time direct, with loss payable to RBC and Debtor, as insureds, as their respective interests may appear, and to pay all premiums therefor and deliver copies of policies and evidence of renewal to RBC on request;

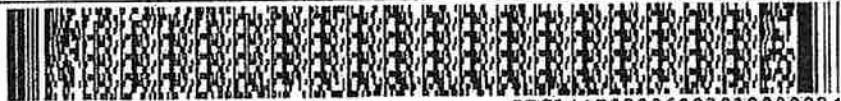
(g) to prevent Collateral, save Inventory sold or leased as permitted hereby, from being or becoming an accession to other property not covered by this Security Agreement;

(h) to carry on and conduct the business of Debtor in a proper and efficient manner and so as to protect and preserve Collateral and to keep, in accordance with generally accepted accounting principles, consistently applied, proper books of account for Debtor's business as well as accurate and complete records concerning Collateral, and mark any and all such records and Collateral at RBC's request so as to indicate the Security Interest;

(i) to deliver to RBC from time to time promptly upon request:

- (i) any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to

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Collateral.

- (ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to Collateral for the purpose of inspecting, auditing or copying the same,
- (iii) all financial statements prepared by or for Debtor regarding Debtor's business,
- (iv) all policies and certificates of insurance relating to Collateral, and
- (v) such information concerning Collateral, the Debtor and Debtor's business and affairs as RBC may reasonably request.

**5. USE AND VERIFICATION OF COLLATERAL**

Subject to compliance with Debtor's covenants contained herein and Clause 7 hereof, Debtor may, until default, possess, operate, collect, use and enjoy and deal with Collateral in the ordinary course of Debtor's business in any manner not inconsistent with the provisions hereof; provided always that RBC shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner RBC may consider appropriate and Debtor agrees to furnish all assistance and information and to perform all such acts as RBC may reasonably request in connection therewith and for such purpose to grant to RBC or its agents access to all places where Collateral may be located and to all premises occupied by Debtor.

**6. SECURITIES, INVESTMENT PROPERTY**

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

Where any Investment Property is held in or credited to an account that has been established with a securities intermediary, RBC may, at any time after default, give a notice of exclusive control to any such securities intermediary with respect to such Investment Property.

**7. COLLECTION OF DEBTS**


Before or after default under this Security Agreement, RBC may notify all or any Account Debtors of the Security Interest and may also direct such Account Debtors to make all payments on Collateral to RBC. Debtor acknowledges that any payments on or other proceeds of Collateral received by Debtor from Account Debtors, whether before or after notification of this Security Interest to Account Debtors and whether before or after default under this Security Agreement, shall be received and held by Debtor in trust for RBC and shall be turned over to RBC upon request.

**8. INCOME FROM AND INTEREST ON COLLATERAL**

(a) Until default, Debtor reserves the right to receive any Money constituting income from or interest on Collateral and if RBC receives any such Money prior to default, RBC shall either credit the same against the Indebtedness or pay the same promptly to Debtor.

(b) After default, Debtor will not request or receive any Money constituting income from or interest on Collateral and if Debtor receives any such Money without any request by it, Debtor will pay the same promptly to RBC.

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## 9. INCREASES, PROFITS, PAYMENTS OR DISTRIBUTIONS

(a) Whether or not default has occurred, Debtor authorizes RBC:

- (i) to receive any increase in or profits on Collateral (other than Money) and to hold the same as part of Collateral. Money so received shall be treated as income for the purposes of Clause 8 hereof and dealt with accordingly;
- (ii) to receive any payment or distribution upon redemption or retirement or upon dissolution and liquidation of the issuer of Collateral; to surrender such Collateral in exchange therefor and to hold any such payment or distribution as part of Collateral.

(b) If Debtor receives any such increase or profits (other than Money) or payments or distributions, Debtor will deliver the same promptly to RBC to be held by RBC as herein provided.

## 10. DISPOSITION OF MONEY

Subject to any applicable requirements of the P.P.S.A., all Money collected or received by RBC pursuant to or in exercise of any right it possesses with respect to Collateral shall be applied on account of Indebtedness in such manner as RBC deems best or, at the option of RBC, may be held unappropriate in a collateral account or released to Debtor, all without prejudice to the liability of Debtor or the rights of RBC hereunder, and any surplus shall be accounted for as required by law.

## 11. EVENTS OF DEFAULT

The happening of any of the following events or conditions shall constitute default hereunder which is herein referred to as "default":

(a) the nonpayment when due, whether by acceleration or otherwise, of any principal or interest forming part of Indebtedness or the failure of Debtor to observe or perform any obligation, covenant, term, provision or condition contained in this Security Agreement or any other agreement between Debtor and RBC;

(b) the death of or a declaration of incompetency by a court of competent jurisdiction with respect to Debtor, if an individual;

(c) the bankruptcy or insolvency of Debtor; the filing against Debtor of a petition in bankruptcy; the making of an assignment for the benefit of creditors by Debtor; the appointment of a receiver or trustee for Debtor or for any assets of Debtor or the institution by or against Debtor of any other type of insolvency proceeding under the Bankruptcy and Insolvency Act or otherwise;

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

(e) if any Encumbrance affecting Collateral becomes enforceable against Collateral;

(f) if Debtor ceases or threatens to cease to carry on business or makes or agrees to make a bulk sale of assets without complying with applicable law or commits or threatens to commit an act of bankruptcy;

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

(h) if any certificate, statement, representation, warranty or audit report heretofore or hereafter furnished by or on behalf of Debtor pursuant to or in connection with this Security Agreement, or otherwise (including, without limitation, the representations and warranties contained herein) or as an inducement to RBC to extend any credit to or to enter into this or

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any other agreement with Debtor, proves to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or proves to have omitted any substantial contingent or unliquidated liability or claim against Debtor; or if upon the date of execution of this Security 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 RBC at or prior to the time of such execution.

## 12. ACCELERATION

RBC, in its sole discretion, may declare all or any part of Indebtedness which is not by its terms payable on demand to be immediately due and payable, without demand or notice of any kind, in the event of default, or if RBC considers itself insecure or that the Collateral is in jeopardy. The provisions of this clause are not intended in any way to affect any rights of RBC with respect to any Indebtedness which may now or hereafter be payable on demand.

## 13. REMEDIES

(a) Upon default, RBC may appoint or reappoint by instrument in writing, any person or persons, whether an officer or officers or an employee or employees of RBC or not, to be a receiver or receivers (hereinafter called a "Receiver", which term when used herein shall include a receiver and manager) of Collateral (including any interest, income or profits therefrom) and may remove any Receiver so appointed and appoint another in his/her stead. Any such Receiver shall, so far as concerns responsibility for his/her acts, be deemed the agent of Debtor and not RBC, and RBC shall not be in any way responsible for any misconduct, negligence or non-feasance on the part of any such Receiver, his/her servants, agents or employees. Subject to the provisions of the instrument appointing him/her, any such Receiver shall have power to take possession of Collateral, to preserve Collateral or its value, to carry on or concur in carrying on all or any part of the business of Debtor and to sell, lease, license or otherwise dispose of or concur in selling, leasing, licensing or otherwise disposing of Collateral. To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others, including Debtor, enter upon, use and occupy all premises owned or occupied by Debtor wherein Collateral may be situate, maintain Collateral upon such premises, borrow money on a secured or unsecured basis and use Collateral directly in carrying on Debtor's business or as security for loans or advances to enable the Receiver to carry on Debtor's business or otherwise, as such Receiver shall, in its discretion, determine. Except as may be otherwise directed by RBC, all Money received from time to time by such Receiver in carrying out his/her appointment shall be received in trust for and paid over to RBC. Every such Receiver may, in the discretion of RBC, be vested with all or any of the rights and powers of RBC.

(b) Upon default, RBC may, either directly or through its agents or nominees, exercise any or all of the powers and rights given to a Receiver by virtue of the foregoing sub-clause (a).

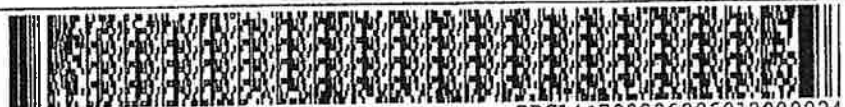
(c) RBC may take possession of, collect, demand, sue on, enforce, recover and receive Collateral and give valid and binding receipts and discharges therefor and in respect thereof and, upon default, RBC may sell, license, lease or otherwise dispose of Collateral in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as to RBC may seem reasonable.

(d) In addition to those rights granted herein and in any other agreement now or hereafter in effect between Debtor and RBC and in addition to any other rights RBC may have at law or in equity, RBC shall have, both before and after default, all rights and remedies of a secured party under the P.P.S.A. Provided always, that RBC shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease, license or otherwise dispose of Collateral or to institute any proceedings for such purposes. Furthermore, RBC shall have no obligation to take any steps to preserve rights against prior parties to any Instrument or Chattel Paper whether Collateral or proceeds and whether or not in RBC's possession and shall not be liable or accountable for failure to do so.

(e) Debtor acknowledges that RBC or any Receiver appointed by it may take possession of Collateral wherever it may be located and by any method permitted by law and Debtor agrees upon request from RBC or any such Receiver to assemble and deliver possession of Collateral at such place or places as directed.

(f) Debtor agrees to be liable for and to pay all costs, charges and expenses reasonably incurred by RBC or any Receiver appointed by it, whether directly or for services rendered (including reasonable solicitors and auditors costs and

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other legal expenses and Receiver remuneration), in operating Debtor's accounts, in preparing or enforcing this Security Agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting Indebtedness and all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by RBC or any Receiver appointed by it, as permitted hereby, shall be a first charge on the proceeds of realization, collection or disposition of Collateral and shall be secured hereby.

(g) RBC will give Debtor such notice, if any, of the date, time and place of any public sale or of the date after which any private disposition of Collateral is to be made as may be required by the P.P.S.A..

(h) Upon default and receiving written demand from RBC, Debtor shall take such further action as may be necessary to evidence and effect an assignment or licensing of Intellectual Property to whomever RBC directs, including to RBC. Debtor appoints any officer or director or branch manager of RBC upon default to be its attorney in accordance with applicable legislation with full power of substitution and to do on Debtor's behalf anything that is required to assign, license or transfer, and to record any assignment, licence or transfer of the Collateral. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.

#### 14. MISCELLANEOUS

(a) Debtor hereby authorizes RBC to file such financing statements, financing change statements and other documents and do such acts, matters and things (including completing and adding schedules hereto identifying Collateral or any permitted Encumbrances affecting Collateral or identifying the locations at which Debtor's business is carried on and Collateral and records relating thereto are situate) as RBC may deem appropriate to perfect on an ongoing basis and continue the Security Interest, to protect and preserve Collateral and to realize upon the Security Interest and Debtor hereby irrevocably constitutes and appoints the Manager or Acting Manager from time to time of the herein mentioned branch of RBC the true and lawful attorney of Debtor, with full power of substitution, to do any of the foregoing in the name of Debtor whenever and wherever it may be deemed necessary or expedient.

(b) Without limiting any other right of RBC, whenever Indebtedness is immediately due and payable or RBC has the right to declare Indebtedness to be immediately due and payable (whether or not it has so declared), RBC may, in its sole discretion, set off against Indebtedness any and all amounts then owed to Debtor by RBC in any capacity, whether or not due, and RBC shall be deemed to have exercised such right to set off immediately at the time of making its decision to do so even though any charge therefor is made or entered on RBC's records subsequent thereto.

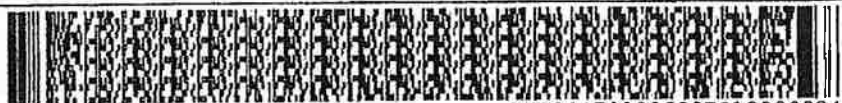
(c) Upon Debtor's failure to perform any of its duties hereunder, RBC may, but shall not be obligated to, perform any or all of such duties, and Debtor shall pay to RBC, forthwith upon written demand therefor, an amount equal to the expense incurred by RBC in so doing plus interest thereon from the date such expense is incurred until it is paid at the rate of 15% per annum.

(d) RBC 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 Debtor, debtors of Debtor, sureties and others and with Collateral and other security as RBC may see fit without prejudice to the liability of Debtor or RBC's right to hold and realize the Security Interest. Furthermore, RBC may demand, collect and sue on Collateral in either Debtor's or RBC's name, at RBC's option, and may endorse Debtor's name on any and all cheques, commercial paper, and any other instruments pertaining to or constituting Collateral.

(e) No delay or omission by RBC 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. Furthermore, RBC may remedy any default by Debtor hereunder or with respect to any Indebtedness in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by Debtor. All rights and remedies of RBC granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.

(f) Debtor waives protest of any Instrument constituting Collateral at any time held by RBC on which Debtor is in any way liable and, subject to Clause 13(g) hereof, notice of any other action taken by RBC.

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(g) This Security 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 Security Agreement and the Security Interest or any part thereof to enforce any rights hereunder, Debtor shall not assert against the assignee any claim or defence which Debtor now has or hereafter may have against RBC. If more than one Debtor executes this Security Agreement the obligations of such Debtors hereunder shall be joint and several.

(h) RBC may provide any financial and other information it has about Debtor, the Security Interest and the Collateral to any one acquiring or who may acquire an interest in the Security Interest or the Collateral from the Bank or any one acting on behalf of the Bank.

(i) Save for any schedules which may be added hereto pursuant to the provisions hereof, no modification, variation or amendment of any provision of this Security Agreement shall be made except by a written agreement, executed by the parties hereto and no waiver of any provision hereof shall be effective unless in writing.

(j) Subject to the requirements of Clauses 13(g) and 14(k) hereof, whenever either party hereto is required or entitled to notify or direct the other or to make a demand or request upon the other, such notice, direction, demand or request shall be in writing and shall be sufficiently given, in the case of RBC, if delivered to it or sent by prepaid registered mail addressed to it at its address herein set forth or as changed pursuant hereto, and, in the case of Debtor, if delivered to it or if sent by prepaid registered mail addressed to it at its last address known to RBC. Either party may notify the other pursuant hereto of any change in such party's principal address to be used for the purposes hereof.

(k) This Security Agreement and the security afforded hereby is in addition to and not in substitution for any other security now or hereafter held by RBC and is intended to be a continuing Security Agreement and shall remain in full force and effect until the Manager or Acting Manager from time to time of the herein mentioned branch of RBC shall actually receive written notice of its discontinuance; and, notwithstanding such notice, shall remain in full force and effect thereafter until all indebtedness contracted for or created before the receipt of such notice by RBC, and any extensions or renewals thereof (whether made before or after receipt of such notice) together with interest accruing thereon after such notice, shall be paid in full.

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

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

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

(o) Nothing herein contained shall in any way obligate RBC to grant, continue, renew, extend time for payment of or accept anything which constitutes or would constitute indebtedness.

(p) The Security Interest created hereby is intended to attach when this Security Agreement is signed by Debtor and delivered to RBC.

(q) Debtor acknowledges and agrees that in the event it amalgamates with any other company or companies it is the intention of the parties hereto that the term "Debtor" when used herein shall apply to each of the amalgamating companies and to the amalgamated company, such that the Security Interest granted hereby

(i) shall extend to "Collateral" (as that term is herein defined) owned by each of the amalgamating companies and the amalgamated company at the time of amalgamation and to any "Collateral" thereafter owned or acquired by the amalgamated company, and

(ii) shall secure the "Indebtedness" (as that term is herein defined) of each of the amalgamating companies and the amalgamated company to RBC at the time of amalgamation and any "Indebtedness" of the amalgamated company to RBC thereafter arising. The Security Interest shall attach to "Collateral" owned by each company amalgamating with Debtor.

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and by the amalgamated company, at the time of the amalgamation, and shall attach to any "Collateral" thereafter owned or acquired by the amalgamated company when such becomes owned or is acquired.

(r) In the event that Debtor is a body corporate, it is hereby agreed that The Limitation of Civil Rights Act of the Province of Saskatchewan, or any provision thereof, shall have no application to this Security Agreement or any agreement or instrument renewing or extending or collateral to this Security Agreement. In the event that Debtor is an agricultural corporation within the meaning of The Saskatchewan Farm Security Act, Debtor agrees with RBC that all of Part IV (other than Section 46) of that Act shall not apply to Debtor.

(s) This Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the province in which the herein branch of RBC is located, as those laws may from time to time be in effect, except if such branch of RBC is located in Quebec then, this Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

**15. COPY OF AGREEMENT**

(a) Debtor hereby acknowledges receipt of a copy of this Security Agreement.

(b) Debtor waives Debtor's right to receive a copy of any financing statement or financing change statement registered by RBC or of any verification statement with respect to any financing statement or financing change statement registered by RBC. (Applies in all P.P.S.A. Provinces except Ontario).

**16. Debtor represents and warrants that the following information is accurate:**

**BUSINESS DEBTOR**

NAME OF BUSINESS DEBTOR MGT MANAGEMENT INC.			
ADDRESS OF BUSINESS DEBTOR 52 ROZIER CLOSE	CITY SYLVAN LAKE	PROVINCE ALBERTA	POSTAL CODE T4S0B7

IN WITNESS WHEREOF Debtor has executed this Security Agreement this 11 day April, 2018

Susan Stevens  
WITNESSES

MGT MANAGEMENT INC.  
Mark Loh



\_\_\_\_\_  
WITNESSES



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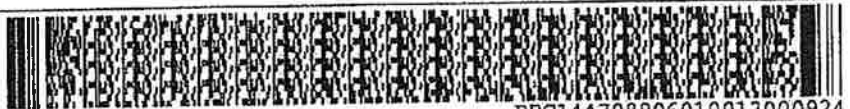
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**SCHEDULE "A"**

**(ENCUMBRANCES AFFECTING COLLATERAL)**

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**SCHEDULE "B"**

**1. Locations of Debtor's Business Operations**

52 ROZIER CLOSE,  
SYLVAN LAKE  
ALBERTA  
CA  
T4S0B7

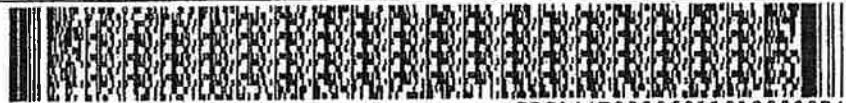
**2. Locations of Records relating to Collateral**

52 ROZIER CLOSE,  
SYLVAN LAKE  
ALBERTA  
CA  
T4S0B7

**3. Locations of Collateral**

52 ROZIER CLOSE,  
SYLVAN LAKE  
ALBERTA  
CA  
T4S0B7

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**SCHEDULE "C"**  
**(DESCRIPTION OF PROPERTY)**

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**SECURITY AGREEMENT  
(CHATTEL MORTGAGE FOR OTHER THAN INVENTORY  
AND CONSUMER GOODS)**

**1. SECURITY INTEREST**

(a) For value received the undersigned ("Debtor"), hereby grants to **ROYAL BANK OF CANADA ("RBC")**, a security interest ("Security Interest") in the following:

- the goods of Debtor described in Schedule "C" hereto and in any additional Schedules from time to time added hereto;

and in all proceeds thereof, accretions thereto and substitutions therefor and in all of the following now owned or hereafter owned or acquired by or on behalf of Debtor, namely:

- all lists, records and files relating to Debtor's customers, clients and patients,
- all deeds, documents, writings, papers and books relating to or being records of Goods or their proceeds or by which Goods or their proceeds are or may hereafter be secured, evidenced, acknowledged or made payable including Documents of Title, Chattel Paper, Securities and Instruments; and
- all contractual rights and insurance claims relating to Goods;

all of the foregoing being hereinafter collectively called "Collateral".

(b) Unless otherwise limited herein the terms "Goods", "Chattel Paper", "Document of Title", "Instrument", "Security", "proceeds", "accession", "Money", "financing statement" and "financing change statement" whenever used herein shall be interpreted pursuant to their respective meanings when used in The Personal Property Security Act of the province referred to in section 12(s), as amended from time to time, which Act, including amendments thereto and any Act substituted therefor and amendments thereto is herein referred to as the "P.P.S.A.". Provided always that the term "Goods" when used herein shall not include "consumer goods" or "inventory" of Debtor as those terms are defined in the P.P.S.A. Any reference herein to "Collateral" shall, unless the context otherwise requires, be deemed a reference to "Collateral or any part thereof".

**2. INDEBTEDNESS SECURED**

The Security Interest granted by Debtor to RBC secures payment and performance of any and all obligations, indebtedness and liability of Debtor to RBC (including interest thereon), 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 Debtor be bound alone or with another or others and whether as principal or surety (hereinafter collectively called the "Indebtedness"). If the Security Interest in the Collateral is not sufficient, in the event of default, to satisfy all Indebtedness of the Debtor, the Debtor acknowledges and agrees that Debtor shall continue to be liable for any Indebtedness remaining outstanding and RBC shall be entitled to pursue full payment thereof.

**3. REPRESENTATIONS AND WARRANTIES OF DEBTOR**

Debtor represents and warrants and so long as this Security Agreement remains in effect shall be deemed to continuously represent and warrant that:

- (a) the Collateral is genuine and owned by Debtor free of all security interests, mortgages; liens, claims, charges or other encumbrances (hereinafter collectively called "Encumbrances") save for the Security Interest and those Encumbrances shown on Schedule "A" or hereafter approved in writing by RBC; prior to their creation or assumption;
- (b) Debtor is authorized to enter into this Security Agreement;
- (c) each debt, Chattel Paper and Instrument constituting proceeds of Goods is enforceable in accordance with its terms against the party obligated to pay the same (the "Account Debtor"); and
- (d) the locations specified in Schedule "B" are accurate and complete save for Goods in transit to such locations.

**4. COVENANTS OF DEBTOR**

So long as this Security Agreement remains in effect Debtor covenants and agrees:

- (a) to defend Collateral against the claims and demands of all other parties claiming the same or an interest therein; to keep Collateral free from all Encumbrances, except for the Security Interest and those shown on Schedule "A" or hereafter approved in writing by RBC prior to their creation or assumption, and not to sell, exchange, transfer, assign, lease or otherwise dispose of Collateral or any interest therein without the prior written consent of RBC and, in any event, to deposit with RBC all Money received from any disposition of Collateral;
- (b) to notify RBC promptly of:
  - (i) any change in the information contained herein or in the Schedules hereto relating to Debtor, Debtor's business or Collateral,
  - (ii) the details or any significant acquisition of Collateral,
  - (iii) the details of any claims or litigation affecting Debtor or Collateral,
  - (iv) any loss of or damage to Collateral,

- (v) any default by any Account Debtor in payment or other performance of his/her obligations with respect to Collateral; and
- (vi) the return to or repossession by debtor of Collateral;

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

(d) to do, execute, acknowledge and deliver such financing statements, financing change statements and further assignments, transfers, documents, acts, matters and things (including further schedules hereto) as may be reasonably requested by RBC or with respect to Collateral in order to give effect to these presents and to pay all costs for searches and filings in connection therewith;

(e) 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 Debtor or Collateral as and when the same become due and payable;

(f) to insure collateral in such amounts and against such risks as would customarily be insured by a prudent owner of similar Collateral and in such additional amounts and against such additional risks as RBC may from time to time direct, with loss payable to RBC and Debtor, as insureds, as their respective interests may appear, and to pay all premiums therefor and deliver copies of policies and evidence of renewal to RBC on request;

(g) to prevent Collateral from being or becoming an accession to other property not covered by this Security Agreement

(h) to carry on and conduct the business of Debtor in a proper and efficient manner and so as to protect and preserve the Collateral and to keep, in accordance with generally accepted accounting principles, consistently applied, proper books of account for Debtor's business as well as accurate and complete records concerning Collateral and mark any and all such records and Collateral at RBC's request so as to indicate the Security Interest; and

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

## 5. USE AND VERIFICATION OF COLLATERAL

Subject to compliance with Debtor's covenants contained herein and Clause 7 hereof, Debtor may, until default, possess, operate, collect, use and enjoy and deal with Collateral in the ordinary course of Debtor's business in any manner not inconsistent with the provisions hereof; provided always that RBC shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner RBC may consider appropriate and Debtor agrees to furnish all assistance and information and to perform all such acts as RBC may reasonably request in connection therewith and for such purpose to grant to RBC or its agents access to all places where Collateral may be located and to all premises occupied by Debtor.

## 6. SECURITIES

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

## 7. COLLECTION OF DEBTS

Before or after default under this Security Agreement, RBC may notify all or any Account Debtors of the Security Interest and may also direct such Account Debtors to make all payments on Collateral to RBC. Debtor acknowledges that any payments on or other proceeds of Collateral received by Debtor from Account Debtors, whether before or after notification of this Security Interest to Account Debtors and whether before or after default under this Security Agreement, shall be received and held by Debtor in trust for RBC and shall be turned over to RBC upon request.

## 8. DISPOSITION OF MONEY

Subject to any applicable requirements of the P.P.S.A., all Money collected or received by RBC pursuant to or in exercise of any right it possesses with respect to Collateral shall be applied on account of Indebtedness in such manner as RBC deems best or, at the option of RBC, be held unappropriated in a collateral account or released to Debtor, all without prejudice to the liability of Debtor or the rights of RBC hereunder, and any surplus shall be accounted for as required by law.

## 9. EVENTS OF DEFAULT

The happening of any one of the following events or conditions shall constitute default hereunder which is herein referred to as "default":



(a) the nonpayment when due, whether by acceleration or otherwise, of any principal or interest forming part of Indebtedness or the failure of Debtor to observe or perform any obligation, covenant, term, provision or condition contained in this Security Agreement or any other agreement between Debtor and RBC;

(b) the death of or a declaration of incompetency by a court of competent jurisdiction with respect to Debtor, if an individual;

(c) the bankruptcy or insolvency of Debtor; the filing against Debtor of a petition in bankruptcy; the making of an assignment for the benefit of creditors by Debtor; the appointment of a receiver or trustee for Debtor or for any assets of Debtor; or the institution by or against Debtor of any other type of insolvency proceeding under the Bankruptcy and Insolvency Act or otherwise;

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

(e) if any Encumbrance affecting Collateral becomes enforceable against Collateral;

(f) if Debtor ceases or threatens to cease to carry on business, makes or agrees to make a bulk sale of assets without complying with applicable law or commits or threatens to commit an act of bankruptcy;

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

(h) if any certificate, statement, representation, warranty or audit report heretofore or hereafter furnished by or on behalf of Debtor pursuant to or in connection with this Security Agreement, or otherwise (including, without limitation, the representations and warranties contained herein) or as an inducement to RBC to extend any credit to or to enter into this or any other agreement with Debtor, proves to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or proves to have omitted any substantial contingent or unliquidated liability or claim against Debtor; or if upon the date of execution of this Security 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 RBC at or prior to the time of such execution.

## 10. ACCELERATION

RBC, in its sole discretion, may declare all or any part of the Indebtedness which is not by its terms payable on demand to be immediately due and payable, without demand or notice of any kind, in the event of default, or, if RBC, considers itself insecure or that the Collateral is in jeopardy. The provisions of this clause are not intended in any way to affect any rights of RBC with respect to any Indebtedness which may now or hereafter be payable on demand.

## 11. REMEDIES

(a) Upon default, RBC may appoint or reappoint by instrument in writing, any person or persons, whether an officer or officers or an employee or employees of RBC or not, to be a receiver or receivers (hereinafter called a "Receiver": which term when used herein shall include a receiver and manager) of Collateral and may remove any Receiver so appointed and appoint another in his/her stead. Any such Receiver shall, so far as concerns responsibility for his/her acts, be deemed the agent of Debtor and not RBC, and RBC shall not be in any way responsible for any misconduct, negligence, or non-feasance on the part of any such Receiver, his/her servants, agents or employees. Subject to the provisions of the instrument appointing him/her, any such Receiver shall have power to take possession of Collateral, to preserve Collateral or its value, to carry on or concur in carrying on all or any part of the business of Debtor and to sell, lease or otherwise dispose of or concur in selling, leasing or otherwise disposing of Collateral. To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others, including Debtor, enter upon, use and occupy all premises owned or occupied by Debtor wherein Collateral may be situated, maintain Collateral upon such premises, borrow money on a secured or unsecured basis and use Collateral directly in carrying on Debtor's business or as security for loans or advances to enable the Receiver to carry on Debtor's business or otherwise, as such Receiver shall, in its discretion, determine. Except as may be otherwise directed by RBC, all Money received from time to time by such Receiver in carrying out his/her appointment shall be received in trust for and paid over to RBC. Every such Receiver may, in the discretion of RBC, be vested with all or any of the rights and powers of RBC.

(b) Upon default, RBC may, either directly or through its agents or nominees, exercise any or all of the powers and rights given to a Receiver by virtue of the foregoing sub-clause (a).

(c) RBC may take possession of, collect, demand, sue on, enforce, recover and receive Collateral and give valid and binding receipts and discharges therefor and in respect thereof and, upon default, RBC may sell, lease or otherwise dispose of Collateral in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as to RBC may seem reasonable.

(d) In addition to those rights granted herein and in any other agreement now or hereafter in effect between Debtor and RBC and in addition to any other rights RBC may have at law or in equity, RBC shall have, both before and after default, all rights and remedies of a secured party under the P.P.S.A. Provided always, that RBC shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease or otherwise dispose of Collateral or to institute any proceedings for such purposes. Furthermore, RBC shall have no obligation to take any steps to preserve rights against prior parties to any Instrument or Chattel Paper, whether Collateral or proceeds and whether or not in RBC's possession and shall not be liable or accountable for failure to do so.

(e) Debtor acknowledges that RBC or any Receiver appointed by it may take possession of Collateral wherever it may be located and by any method permitted by law and Debtor agrees upon request from RBC or any such Receiver to assemble and deliver possession of Collateral at such place or places as directed.

(f) Debtor agrees to be liable for and to pay all costs, charges and expenses reasonably incurred by RBC or any Receiver appointed by it, whether directly or for services rendered (including reasonable solicitors and auditors costs and other legal expenses and Receiver remuneration), in operating Debtor's accounts, in preparing or enforcing this Security Agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting Indebtedness and all such costs, charges and expenses together with any amounts owing as a result of any borrowing by RBC or any Receiver appointed by it, as permitted hereby, shall be a first charge on the proceeds of realization, collection or disposition of Collateral and shall be secured hereby.

(g) RBC will give Debtor such notice, if any, of the date, time and place of any public sale or of the date after which any private disposition of Collateral is to be made, as may be required by the P.P.S.A.

## 12. MISCELLANEOUS

(a) Debtor hereby authorizes RBC to file such financing statements, financing change statements and other documents and do such acts, matters and things (including completing and adding schedules hereto identifying Collateral

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or any permitted Encumbrances affecting Collateral or identifying the locations at which Debtor's business is carried on and Collateral and records relating thereto are situate) as RBC may, deem appropriate to perfect on an ongoing basis and continue the Security Interest, to protect and preserve Collateral and to realize upon the Security Interest and Debtor hereby irrevocably constitutes and appoints the Manager or Acting Manager from time to time of the herein mentioned branch of RBC the true and lawful attorney of Debtor, with full power of substitution, to do any of the foregoing in the name of Debtor whenever and wherever it may be deemed necessary or expedient.

(b) Without limiting any other right of RBC, whenever Indebtedness is immediately due and payable or RBC has the right to declare Indebtedness to be immediately due and payable (whether or not it has so declared), RBC may, in its sole discretion, set off against Indebtedness any and all amounts then owed to Debtor by RBC in any capacity, whether or not due, and RBC shall be deemed to have exercised such right of setoff immediately at the time of making its decision to do so even though any charge therefor is made or entered on RBC's records subsequent thereto.

(c) Upon Debtor's failure to perform any of its duties hereunder, RBC may, but shall not be obligated to, perform any or all of such duties, and Debtor shall pay to RBC, forthwith upon written demand therefor, an amount equal to the expenses incurred by RBC in so doing plus interest thereon from the date such expense is incurred until it is paid at the rate of 15% per annum.

(d) RBC 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 Debtor, debtors of Debtor, sureties and others and with Collateral and other security as RBC may see fit without prejudice to the liability of Debtor or RBC's right to hold and realize the Security Interest. Furthermore, RBC may demand, collect and sue on Collateral in either Debtor's or RBC's name, at RBC's option, and may endorse Debtor's name on any and all cheques, commercial paper, and any other Instruments pertaining to or constituting Collateral.

(e) No delay or omission by RBC 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. Furthermore, RBC may remedy any default by Debtor hereunder or with respect to any Indebtedness in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by Debtor. All rights and remedies of RBC granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.

(f) Debtor waives protest of any Instrument constituting Collateral at any time held by RBC on which Debtor is in any way liable and, subject to Clause 11 (g) hereof, notice of any other action taken by RBC.

(g) This Security 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 Security Agreement and the Security Interest or any part thereof to enforce any rights hereunder, Debtor shall not assert against the assignee any claim of defence which Debtor now has or hereafter may have against RBC. If more than one Debtor executes this Security Agreement the obligations of such Debtors hereunder shall be joint and several.

(h) RBC may provide any financial and other information it has about Debtor, the Security Interest and the Collateral to any one acquiring or who may acquire an interest in the Security Interest or the Collateral from the Bank or any one acting on behalf of the Bank.

(i) Save for any schedules which may be added hereto pursuant to the provisions hereof, no modification, variation or amendment of any provision of this Security Agreement shall be made except by a written agreement, executed by the parties hereto and no waiver of any provision hereof shall be effective unless in writing.

(j) Subject to the requirements of Clause 11 (g) and 12 (k) hereof, whenever either party hereto is required or entitled to notify or direct the other or to make a demand or request upon the other, such notice, direction, demand or request shall be in writing and shall be sufficiently given, in the case of RBC, if delivered to it or sent by prepaid registered mail addressed to it at its address herein set forth or as changed pursuant hereto and, in the case of Debtor, if delivered to it or if sent by prepaid registered mail addressed to it at its last address known to RBC. Either party may notify the other pursuant hereto of any change in such party's principal address to be used for the purposes hereof.

(k) This Security Agreement and the security afforded hereby is in addition to and not in substitution for any other security now or hereafter held by RBC, and is intended to be a continuing Security Agreement and shall remain in full force and effect until the Manager or Acting Manager from time to time of the herein mentioned branch of RBC shall actually receive written notice of its discontinuance; and notwithstanding such notice, shall remain in full force and effect thereafter until all Indebtedness contracted for or created before the receipt of such notice by RBC, and any extensions or renewals thereof (whether made before or after receipt of such notice) together with interest accruing thereon after such notice, shall be paid in full.

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

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

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

(o) Nothing herein contained shall in any way obligate RBC to grant, continue, renew, extend time for payment of or accept anything which constitutes or would constitute Indebtedness.

(p) The Security Interest created hereby is intended to attach when this Security Agreement is signed by Debtor and delivered to RBC.

(q) Debtor acknowledges and agrees that in the event it amalgamates with any other company or companies it is the intention of the parties hereto that the term "Debtor" when used herein shall apply to each of the amalgamating companies and to the amalgamated company, such that the Security Interest granted hereby (i) shall extend to "Collateral" (as that term is herein defined) owned by each of the amalgamating companies and the amalgamated company at the time of amalgamation and to any "Collateral" thereafter owned or acquired by the amalgamated company, and (ii) shall secure the "Indebtedness" (as that term is herein defined) of each of the amalgamating companies and the amalgamated company to RBC at the time of amalgamation and any "Indebtedness" of the amalgamated company to RBC thereafter arising. The Security Interest shall attach to "Collateral" owned by each company amalgamating with Debtor, and by the amalgamated company, at the time of amalgamation, and shall attach to any "Collateral" thereafter owned or acquired by the amalgamated company when such becomes owned or is acquired.

(r) In the event that Debtor is a body corporate, it is hereby agreed that The Limitation of Civil Rights Act of the Province of Saskatchewan, or any provision thereof, shall have no application to this Security Agreement or any

agreement or instrument renewing or extending or collateral to this Security Agreement. In the event that Debtor is an agricultural corporation within the meaning of The Saskatchewan Farm Security Act, Debtor agrees with RBC that all of Part IV (other than Section 46) of that Act shall not apply to Debtor.

(s) This Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the province in which the herein branch of RBC is located, as those laws may from time to time be in effect, except if such branch of RBC is located in Quebec then, this Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

**13. COPY OF AGREEMENT**

- (a) Debtor hereby acknowledges receipt of a copy of this Security Agreement.
- (b) Debtor waives Debtor's right to receive a copy of any financing statement or financing change statement registered by RBC, or of any verification statement with respect to any financing statement registered by RBC. (Applies in all P.P.S.A. provinces)

**14. Debtor represents and warrants that the following information is accurate:**

**INDIVIDUAL DEBTOR**

SURNAME (LAST NAME)	FIRST NAME	SECOND NAME	BIRTH DATE YEAR MONTH DAY	
ADDRESS OF INDIVIDUAL DEBTOR	CITY	PROVINCE	POSTAL CODE	
SURNAME (LAST NAME)	FIRST NAME	SECOND NAME	BIRTH DATE YEAR MONTH DAY	
ADDRESS OF INDIVIDUAL DEBTOR (IF DIFFERENT FROM ABOVE)	CITY	PROVINCE	POSTAL CODE	

**BUSINESS DEBTOR**

NAME OF BUSINESS DEBTOR MGT MANAGEMENT INC.			
ADDRESS OF BUSINESS DEBTOR 52 ROZIER CLOSE	CITY SYLVAN LAKE	PROVINCE AB	POSTAL CODE T4S 0B7

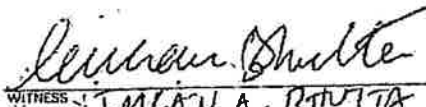

**TRADE NAME (IF APPLICABLE)**

TRADE NAME OF DEBTOR			
PRINCIPAL ADDRESS (IF DIFFERENT FROM ABOVE)	CITY	PROVINCE	POSTAL CODE

IN WITNESS WHEREOF Debtor has executed this Security Agreement this 13<sup>th</sup> day of September 2018

Imran A. Bhutta  
 Barrister, Solicitor and Notary Public  
 in and for the Province of Alberta  
 My Appointment Commission is Perpetual

MGT MANAGEMENT INC.

WITNESS: IMRAN A. BHUTTA
Seal

WITNESS: \_\_\_\_\_
 Seal

**BRANCH ADDRESS**

AB CENTRAL COMMERCIAL MARKETS 4943 ROSS ST RED DEER AB T4N 1Y1
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**SCHEDULE "A"**

(ENCUMBRANCES AFFECTING COLLATERAL)

*MW*

**SCHEDULE "B"**

**1. Locations of Debtor's Business Operations**

**52 ROZIER CLOSE  
SYLVAN LAKE  
ALBERTA  
T4S0B7**

**2. Locations of Records relating to Collateral (if different from 1. above)**

**SAME AS ABOVE.**

**3. Locations of Collateral (if different from 1. above)**

**SAME AS ABOVE.**

**SCHEDULE "C"**  
(DESCRIPTION OF GOODS)

- 2014 J44 Impactor SN#83042
- 2013 Mclosky S190 Screener SN#81596
- 2014 McCloskey Conveyor SN#82760
- XR30 Xcentric Ripper SN#14120401
- 2012 Nissan Titan SN#1N6AA0EC4CN329552
- 2006 used Hyundai model 200 W7 SN#N60410322
- 2014 Komatsu PC290LC Excavator SN#A25799 including all attachments and accessories.
- 2013 John Deere Articulated Dump Truck SN#1DW370ETCDE653161 with all attachments and accessories.
- 2011 Komatsu PC450LC 8 Excavator SN#KMTPC192E54A10278 with Cleanup bucket and Digging bucket and all attachments and accessories.

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# EXHIBIT "J"

This is Exhibit "J" referred to in the  
Affidavit of Natalia Naraine Sworn  
before me this 21st  
day of November, 2022.



A Commissioner for Oaths in  
and for the Province of Alberta

Melanie Cheddi  
Barrister & Solicitor

*MW*



Royal Bank of Canada  
General Security Agreement

SRF: 162237259  
Borrower: MGT AGGREGATE PRODUCTS INC.

4943 ROSS ST  
RED DEER  
ALBERTA  
T4N 1Y1  
CA

## 1. SECURITY INTEREST

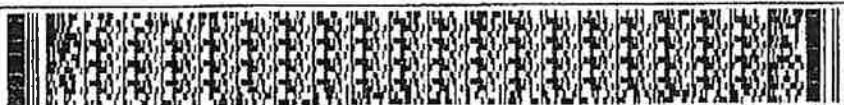
(a) For value received, the undersigned ("Debtor"), hereby grants to **ROYAL BANK OF CANADA** ("RBC"), a security interest (the "Security Interest") in the undertaking of Debtor and in all of Debtor's present and after acquired personal property including, without limitation, in all Goods (including all parts, accessories, attachments, special tools, additions and accessions thereto), Chattel Paper, Documents of Title (whether negotiable or not), Instruments, Intangibles, Money and Securities and all other Investment Property now owned or hereafter owned or acquired by or on behalf of Debtor (including such as may be returned to or repossessed by Debtor) and in all proceeds and renewals thereof, accretions thereto and substitutions therefore (hereinafter collectively called "Collateral"), and including, without limitation, all of the following now owned or hereafter owned or acquired by or on behalf of Debtor:

- (i) all Inventory of whatever kind and wherever situate;
- (ii) all equipment (other than Inventory) of whatever kind and wherever situate, including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatsoever nature or kind;
- (iii) all Accounts and book debts and generally all debts, dues, claims, choses in action 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 or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by Debtor ("Debts");
- (iv) all lists, records and files relating to Debtor's customers, clients and patients;
- (v) all deeds, documents, writings, papers, books of account and other books relating to or being records of Debts, Chattel Paper 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;
- (vii) all patents, industrial designs, trade-marks, trade secrets and know-how including without limitation environmental technology and biotechnology, confidential information, trade-names, goodwill, copyrights, personality rights, plant breeders' rights, integrated circuit topographies, software and all other forms of intellectual and industrial property, and any registrations and applications for registration of any of the foregoing (collectively "Intellectual Property"); and
- (viii) all property described in Schedule "C" or any schedule now or hereafter annexed hereto.

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

(c) The terms "Goods", "Chattel Paper", "Document of Title", "Instrument", "Intangible", "Security", "Investment

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Property", "proceeds", "Inventory", "accession", "Money", "Account", "financing statement" and "financing change statement" whenever used herein shall be interpreted pursuant to their respective meanings when used in The Personal Property Security Act of the province referred to in Clause 14(s), as amended from time to time, which Act, including amendments thereto and any Act substituted therefor and amendments thereto is herein referred to as the "P.P.S.A.". Provided always that the term "Goods" when used herein shall not include "consumer goods" of Debtor as that term is defined in the P.P.S.A., the term "Inventory" when used herein shall include livestock and the young thereof after conception and crops that become such within one year of execution of this Security Agreement and the term "Investment Property", if not defined in the P.P.S.A., shall be interpreted according to its meaning in the Personal Property Security Act (Ontario). Any reference herein to "Collateral" shall, unless the context otherwise requires, be deemed a reference to "Collateral or any part thereof".

## 2. INDEBTEDNESS SECURED

The Security Interest granted hereby secures payment and performance of any and all obligations, indebtedness and liability of Debtor to RBC (including interest thereon) 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 Debtor be bound alone or with another or others and whether as principal or surety (hereinafter collectively called the "Indebtedness"). If the Security Interest in the Collateral is not sufficient, in the event of default, to satisfy all Indebtedness of the Debtor, the Debtor acknowledges and agrees that Debtor shall continue to be liable for any Indebtedness remaining outstanding and RBC shall be entitled to pursue full payment thereof.

## 3. REPRESENTATIONS AND WARRANTIES OF DEBTOR

Debtor represents and warrants and so long as this Security Agreement remains in effect shall be deemed to continuously represent and warrant that:

(a) the Collateral is genuine and owned by Debtor free of all security interests, mortgages, liens, claims, charges, licenses, leases, infringements by third parties, encumbrances or other adverse claims or interests (hereinafter collectively called "Encumbrances"), save for the Security Interest and those Encumbrances shown on Schedule "A" or hereafter approved in writing by RBC, prior to their creation or assumption;

(b) all Intellectual Property applications and registrations are valid and in good standing and Debtor is the owner of the applications and registrations;

(c) each Debt, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "Account Debtor"), and the amount represented by Debtor to RBC from time to time as owing by each Account Debtor or by all Account Debtors will be the correct amount actually and unconditionally owing by such Account Debtor or Account Debtors, except for normal cash discounts where applicable, and no Account Debtor will have any defence, set off, claim or counterclaim against Debtor which can be asserted against RBC, whether in any proceeding to enforce Collateral or otherwise;

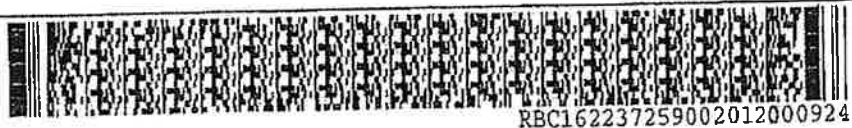
(d) the locations specified in Schedule "B" as to business operations and records are accurate and complete and with respect to Goods (including inventory) constituting Collateral, the locations specified in Schedule "B" are accurate and complete save for Goods in transit to such locations and inventory on lease or consignment; and all fixtures or Goods about to become fixtures and all crops and all oil, gas or other minerals to be extracted and all timber to be cut which forms part of the Collateral will be situate at one of such locations; and

(e) the execution, delivery and performance of the obligations under this Security Agreement and the creation of any security interest in or assignment hereunder of Debtor's rights in the Collateral to RBC will not result in a breach of any agreement to which Debtor is a party.

## 4. COVENANTS OF THE DEBTOR

So long as this Security Agreement remains in effect Debtor covenants and agrees:

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(a) to defend the Collateral against the claims and demands of all other parties claiming the same or an interest therein; to diligently initiate and prosecute legal action against all infringers of Debtor's rights in Intellectual Property; to take all reasonable action to keep the Collateral free from all Encumbrances, except for the Security Interest, licenses which are compulsory under federal or provincial legislation and those shown on Schedule "A" or hereafter approved in writing by RBC, prior to their creation or assumption, and not to sell, exchange, transfer, assign, lease, license or otherwise dispose of Collateral or any interest therein without the prior written consent of RBC; provided always that, until default, Debtor may, in the ordinary course of Debtor's business, sell or lease Inventory and, subject to Clause 7 hereof, use Money available to Debtor;

(b) to notify RBC promptly of:

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

(c) to keep Collateral in good order, condition and repair and not to use Collateral in violation of the provisions of this Security Agreement or any other agreement relating to Collateral or any policy insuring Collateral or any applicable statute, law, by-law, rule, regulation or ordinance; to keep all agreements, registrations and applications relating to Intellectual Property and intellectual property used by Debtor in its business in good standing and to renew all agreements and registrations as may be necessary or desirable to protect Intellectual Property, unless otherwise agreed in writing by RBC; to apply to register all existing and future copyrights, trade-marks, patents, integrated circuit topographies and industrial designs whenever it is commercially reasonable to do so;

(d) to do, execute, acknowledge and deliver such financing statements, financing change statements and further assignments, transfers, documents, acts, matters and things (including further schedules hereto) as may be reasonably requested by RBC of or with respect to Collateral in order to give effect to these presents and to pay all costs for searches and filings in connection therewith;

(e) 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 Debtor or Collateral as and when the same become due and payable;

(f) to insure collateral in such amounts and against such risks as would customarily be insured by a prudent owner of similar Collateral and in such additional amounts and against such additional risks as RBC may from time to time direct, with loss payable to RBC and Debtor, as insureds, as their respective interests may appear, and to pay all premiums therefor and deliver copies of policies and evidence of renewal to RBC on request;

(g) to prevent Collateral, save Inventory sold or leased as permitted hereby, from being or becoming an accession to other property not covered by this Security Agreement;

(h) to carry on and conduct the business of Debtor in a proper and efficient manner and so as to protect and preserve Collateral and to keep, in accordance with generally accepted accounting principles, consistently applied, proper books of account for Debtor's business as well as accurate and complete records concerning Collateral, and mark any and all such records and Collateral at RBC's request so as to indicate the Security Interest;

(i) to deliver to RBC from time to time promptly upon request:

- (i) any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to

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Collateral,

- (ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to Collateral for the purpose of inspecting, auditing or copying the same,
- (iii) all financial statements prepared by or for Debtor regarding Debtor's business,
- (iv) all policies and certificates of insurance relating to Collateral, and
- (v) such information concerning Collateral, the Debtor and Debtor's business and affairs as RBC may reasonably request.

## 5. USE AND VERIFICATION OF COLLATERAL

Subject to compliance with Debtor's covenants contained herein and Clause 7 hereof, Debtor may, until default, possess, operate, collect, use and enjoy and deal with Collateral in the ordinary course of Debtor's business in any manner not inconsistent with the provisions hereof; provided always that RBC shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner RBC may consider appropriate and Debtor agrees to furnish all assistance and information and to perform all such acts as RBC may reasonably request in connection therewith and for such purpose to grant to RBC or its agents access to all places where Collateral may be located and to all premises occupied by Debtor.

## 6. SECURITIES, INVESTMENT PROPERTY

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

Where any Investment Property is held in or credited to an account that has been established with a securities intermediary, RBC may, at any time after default, give a notice of exclusive control to any such securities intermediary with respect to such Investment Property.

## 7. COLLECTION OF DEBTS

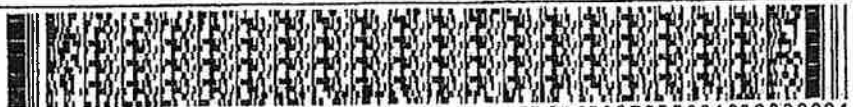
Before or after default under this Security Agreement, RBC may notify all or any Account Debtors of the Security Interest and may also direct such Account Debtors to make all payments on Collateral to RBC. Debtor acknowledges that any payments on or other proceeds of Collateral received by Debtor from Account Debtors, whether before or after notification of this Security Interest to Account Debtors and whether before or after default under this Security Agreement, shall be received and held by Debtor in trust for RBC and shall be turned over to RBC upon request.

## 8. INCOME FROM AND INTEREST ON COLLATERAL

(a) Until default, Debtor reserves the right to receive any Money constituting income from or interest on Collateral and if RBC receives any such Money prior to default, RBC shall either credit the same against the Indebtedness or pay the same promptly to Debtor.

(b) After default, Debtor will not request or receive any Money constituting income from or interest on Collateral and if Debtor receives any such Money without any request by it, Debtor will pay the same promptly to RBC.

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## 9. INCREASES, PROFITS, PAYMENTS OR DISTRIBUTIONS

(a) Whether or not default has occurred, Debtor authorizes RBC:

- (i) to receive any increase in or profits on Collateral (other than Money) and to hold the same as part of Collateral. Money so received shall be treated as income for the purposes of Clause 8 hereof and dealt with accordingly;
- (ii) to receive any payment or distribution upon redemption or retirement or upon dissolution and liquidation of the issuer of Collateral; to surrender such Collateral in exchange therefor and to hold any such payment or distribution as part of Collateral.

(b) If Debtor receives any such increase or profits (other than Money) or payments or distributions, Debtor will deliver the same promptly to RBC to be held by RBC as herein provided.

## 10. DISPOSITION OF MONEY

Subject to any applicable requirements of the P.P.S.A., all Money collected or received by RBC pursuant to or in exercise of any right it possesses with respect to Collateral shall be applied on account of indebtedness in such manner as RBC deems best or, at the option of RBC, may be held unappropriate in a collateral account or released to Debtor, all without prejudice to the liability of Debtor or the rights of RBC hereunder, and any surplus shall be accounted for as required by law.

## 11. EVENTS OF DEFAULT

The happening of any of the following events or conditions shall constitute default hereunder which is herein referred to as "default":

(a) the nonpayment when due, whether by acceleration or otherwise, of any principal or interest forming part of Indebtedness or the failure of Debtor to observe or perform any obligation, covenant, term, provision or condition contained in this Security Agreement or any other agreement between Debtor and RBC;

(b) the death of or a declaration of incompetency by a court of competent jurisdiction with respect to Debtor, if an individual;

(c) the bankruptcy or insolvency of Debtor; the filing against Debtor of a petition in bankruptcy; the making of an assignment for the benefit of creditors by Debtor; the appointment of a receiver or trustee for Debtor or for any assets of Debtor or the institution by or against Debtor of any other type of insolvency proceeding under the Bankruptcy and Insolvency Act or otherwise;

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

(e) if any Encumbrance affecting Collateral becomes enforceable against Collateral;

(f) if Debtor ceases or threatens to cease to carry on business or makes or agrees to make a bulk sale of assets without complying with applicable law or commits or threatens to commit an act of bankruptcy;

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

(h) if any certificate, statement, representation, warranty or audit report heretofore or hereafter furnished by or on behalf of Debtor pursuant to or in connection with this Security Agreement, or otherwise (including, without limitation, the representations and warranties contained herein) or as an inducement to RBC to extend any credit to or to enter into this or

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any other agreement with Debtor, proves to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or proves to have omitted any substantial contingent or unliquidated liability or claim against Debtor; or if upon the date of execution of this Security 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 RBC at or prior to the time of such execution.

## 12. ACCELERATION

RBC, in its sole discretion, may declare all or any part of indebtedness which is not by its terms payable on demand to be immediately due and payable, without demand or notice of any kind, in the event of default, or if RBC considers itself insecure or that the Collateral is in jeopardy. The provisions of this clause are not intended in any way to affect any rights of RBC with respect to any Indebtedness which may now or hereafter be payable on demand.

## 13. REMEDIES

(a) Upon default, RBC may appoint or reappoint by instrument in writing, any person or persons, whether an officer or officers or an employee or employees of RBC or not, to be a receiver or receivers (hereinafter called a "Receiver", which term when used herein shall include a receiver and manager) of Collateral (including any interest, income or profits therefrom) and may remove any Receiver so appointed and appoint another in his/her stead. Any such Receiver shall, so far as concerns responsibility for his/her acts, be deemed the agent of Debtor and not RBC, and RBC shall not be in any way responsible for any misconduct, negligence or non-feasance on the part of any such Receiver, his/her servants, agents or employees. Subject to the provisions of the instrument appointing him/her, any such Receiver shall have power to take possession of Collateral, to preserve Collateral or its value, to carry on or concur in carrying on all or any part of the business of Debtor and to sell, lease, license or otherwise dispose of or concur in selling, leasing, licensing or otherwise disposing of Collateral. To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others, including Debtor, enter upon, use and occupy all premises owned or occupied by Debtor wherein Collateral may be situated, maintain Collateral upon such premises, borrow money on a secured or unsecured basis and use Collateral directly in carrying on Debtor's business or as security for loans or advances to enable the Receiver to carry on Debtor's business or otherwise, as such Receiver shall, in its discretion, determine. Except as may be otherwise directed by RBC, all Money received from time to time by such Receiver in carrying out his/her appointment shall be received in trust for and paid over to RBC. Every such Receiver may, in the discretion of RBC, be vested with all or any of the rights and powers of RBC.

(b) Upon default, RBC may, either directly or through its agents or nominees, exercise any or all of the powers and rights given to a Receiver by virtue of the foregoing sub-clause (a).

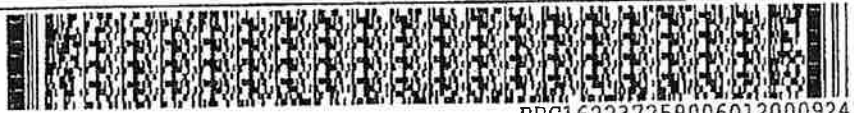
(c) RBC may take possession of, collect, demand, sue on, enforce, recover and receive Collateral and give valid and binding receipts and discharges therefor and in respect thereof and, upon default, RBC may sell, license, lease or otherwise dispose of Collateral in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as to RBC may seem reasonable.

(d) In addition to those rights granted herein and in any other agreement now or hereafter in effect between Debtor and RBC and in addition to any other rights RBC may have at law or in equity, RBC shall have, both before and after default, all rights and remedies of a secured party under the P.P.S.A. Provided always, that RBC shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease, license or otherwise dispose of Collateral or to institute any proceedings for such purposes. Furthermore, RBC shall have no obligation to take any steps to preserve rights against prior parties to any Instrument or Chattel Paper whether Collateral or proceeds and whether or not in RBC's possession and shall not be liable or accountable for failure to do so.

(e) Debtor acknowledges that RBC or any Receiver appointed by it may take possession of Collateral wherever it may be located and by any method permitted by law and Debtor agrees upon request from RBC or any such Receiver to assemble and deliver possession of Collateral at such place or places as directed.

(f) Debtor agrees to be liable for and to pay all costs, charges and expenses reasonably incurred by RBC or any Receiver appointed by it, whether directly or for services rendered (including reasonable solicitors and auditors costs and

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other legal expenses and Receiver remuneration), in operating Debtor's accounts, in preparing or enforcing this Security Agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting Indebtedness and all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by RBC or any Receiver appointed by it, as permitted hereby, shall be a first charge on the proceeds of realization, collection or disposition of Collateral and shall be secured hereby.

(g) RBC will give Debtor such notice, if any, of the date, time and place of any public sale or of the date after which any private disposition of Collateral is to be made as may be required by the P.P.S.A..

(h) Upon default and receiving written demand from RBC, Debtor shall take such further action as may be necessary to evidence and effect an assignment or licensing of Intellectual Property to whomever RBC directs, including to RBC. Debtor appoints any officer or director or branch manager of RBC upon default to be its attorney in accordance with applicable legislation with full power of substitution and to do on Debtor's behalf anything that is required to assign, license or transfer, and to record any assignment, licence or transfer of the Collateral. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.

#### 14. MISCELLANEOUS

(a) Debtor hereby authorizes RBC to file such financing statements, financing change statements and other documents and do such acts, matters and things (including completing and adding schedules hereto identifying Collateral or any permitted Encumbrances affecting Collateral or identifying the locations at which Debtor's business is carried on and Collateral and records relating thereto are situate) as RBC may deem appropriate to perfect on an ongoing basis and continue the Security Interest, to protect and preserve Collateral and to realize upon the Security Interest and Debtor hereby irrevocably constitutes and appoints the Manager or Acting Manager from time to time of the herein mentioned branch of RBC the true and lawful attorney of Debtor, with full power of substitution, to do any of the foregoing in the name of Debtor whenever and wherever it may be deemed necessary or expedient.

(b) Without limiting any other right of RBC, whenever Indebtedness is immediately due and payable or RBC has the right to declare Indebtedness to be immediately due and payable (whether or not it has so declared), RBC may, in its sole discretion, set off against Indebtedness any and all amounts then owed to Debtor by RBC in any capacity, whether or not due, and RBC shall be deemed to have exercised such right to set off immediately at the time of making its decision to do so even though any charge therefor is made or entered on RBC's records subsequent thereto.

(c) Upon Debtor's failure to perform any of its duties hereunder, RBC may, but shall not be obligated to, perform any or all of such duties, and Debtor shall pay to RBC, forthwith upon written demand therefor, an amount equal to the expense incurred by RBC in so doing plus interest thereon from the date such expense is incurred until it is paid at the rate of 15% per annum.

(d) RBC 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 Debtor, debtors of Debtor, sureties and others and with Collateral and other security as RBC may see fit without prejudice to the liability of Debtor or RBC's right to hold and realize the Security Interest. Furthermore, RBC may demand, collect and sue on Collateral in either Debtor's or RBC's name, at RBC's option, and may endorse Debtor's name on any and all cheques, commercial paper, and any other Instruments pertaining to or constituting Collateral.

(e) No delay or omission by RBC 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. Furthermore, RBC may remedy any default by Debtor hereunder or with respect to any Indebtedness in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by Debtor. All rights and remedies of RBC granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.

(f) Debtor waives protest of any Instrument constituting Collateral at any time held by RBC on which Debtor is in any way liable and, subject to Clause 13(g) hereof, notice of any other action taken by RBC.

Please do not write in this area



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*MW*

(g) This Security 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 Security Agreement and the Security Interest or any part thereof to enforce any rights hereunder, Debtor shall not assert against the assignee any claim or defence which Debtor now has or hereafter may have against RBC. If more than one Debtor executes this Security Agreement the obligations of such Debtors hereunder shall be joint and several.

(h) RBC may provide any financial and other information it has about Debtor, the Security Interest and the Collateral to any one acquiring or who may acquire an interest in the Security Interest or the Collateral from the Bank or any one acting on behalf of the Bank.

(i) Save for any schedules which may be added hereto pursuant to the provisions hereof, no modification, variation or amendment of any provision of this Security Agreement shall be made except by a written agreement, executed by the parties hereto and no waiver of any provision hereof shall be effective unless in writing.

(j) Subject to the requirements of Clauses 13(g) and 14(k) hereof, whenever either party hereto is required or entitled to notify or direct the other or to make a demand or request upon the other, such notice, direction, demand or request shall be in writing and shall be sufficiently given, in the case of RBC, if delivered to it or sent by prepaid registered mail addressed to it at its address herein set forth or as changed pursuant hereto, and, in the case of Debtor, if delivered to it or if sent by prepaid registered mail addressed to it at its last address known to RBC. Either party may notify the other pursuant hereto of any change in such party's principal address to be used for the purposes hereof.

(k) This Security Agreement and the security afforded hereby is in addition to and not in substitution for any other security now or hereafter held by RBC and is intended to be a continuing Security Agreement and shall remain in full force and effect until the Manager or Acting Manager from time to time of the herein mentioned branch of RBC shall actually receive written notice of its discontinuance; and, notwithstanding such notice, shall remain in full force and effect thereafter until all Indebtedness contracted for or created before the receipt of such notice by RBC, and any extensions or renewals thereof (whether made before or after receipt of such notice) together with interest accruing thereon after such notice, shall be paid in full.

(l) The headings used in this Security Agreement are for convenience only and are not be considered a part of this Security Agreement and do not in any way limit or amplify the terms and provisions of this Security Agreement.

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

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

(o) Nothing herein contained shall in any way obligate RBC to grant, continue, renew, extend time for payment of or accept anything which constitutes or would constitute Indebtedness.

(p) The Security Interest created hereby is intended to attach when this Security Agreement is signed by Debtor and delivered to RBC.

(q) Debtor acknowledges and agrees that in the event it amalgamates with any other company or companies it is the intention of the parties hereto that the term "Debtor" when used herein shall apply to each of the amalgamating companies and to the amalgamated company, such that the Security Interest granted hereby

(i) shall extend to "Collateral" (as that term is herein defined) owned by each of the amalgamating companies and the amalgamated company at the time of amalgamation and to any "Collateral" thereafter owned or acquired by the amalgamated company, and

(ii) shall secure the "Indebtedness" (as that term is herein defined) of each of the amalgamating companies and the amalgamated company to RBC at the time of amalgamation and any "Indebtedness" of the amalgamated company to RBC thereafter arising. The Security Interest shall attach to "Collateral" owned by each company amalgamating with Debtor,

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and by the amalgamated company, at the time of the amalgamation, and shall attach to any "Collateral" thereafter owned or acquired by the amalgamated company when such becomes owned or is acquired.

(r) In the event that Debtor is a body corporate, it is hereby agreed that The Limitation of Civil Rights Act of the Province of Saskatchewan, or any provision thereof, shall have no application to this Security Agreement or any agreement or instrument renewing or extending or collateral to this Security Agreement. In the event that Debtor is an agricultural corporation within the meaning of The Saskatchewan Farm Security Act, Debtor agrees with RBC that all of Part IV (other than Section 46) of that Act shall not apply to Debtor.

(s) This Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the province in which the herein branch of RBC is located, as those laws may from time to time be in effect, except if such branch of RBC is located in Quebec then, this Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

**15. COPY OF AGREEMENT**

(a) Debtor hereby acknowledges receipt of a copy of this Security Agreement.

(b) Debtor waives Debtor's right to receive a copy of any financing statement or financing change statement registered by RBC or of any verification statement with respect to any financing statement or financing change statement registered by RBC. (Applies in all P.P.S.A. Provinces except Ontario).

**16.** Debtor represents and warrants that the following information is accurate:

**BUSINESS DEBTOR**

NAME OF BUSINESS DEBTOR MGT AGGREGATE PRODUCTS INC.			
ADDRESS OF BUSINESS DEBTOR 52 ROZIER CLOSE	CITY SYLVAN LAKE	PROVINCE ALBERTA	POSTAL CODE T4S0B7

IN WITNESS WHEREOF Debtor has executed this Security Agreement this 18 day Feb 2016

[Signature]  
WITNESSES

MGT AGGREGATE PRODUCTS INC.  
[Signature] 

WITNESSES



Please do not write in this area



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*MW*

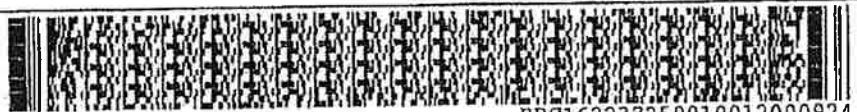


E105

**SCHEDULE "A"**

**(ENCUMBRANCES AFFECTING COLLATERAL)**

Please do not write in this area



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*MW*

**SCHEDULE "B"**

**1. Locations of Debtor's Business Operations**

52 ROZIER CLOSE,  
SYLVAN LAKE  
ALBERTA  
CA  
T4S0B7

**2. Locations of Records relating to Collateral**

52 ROZIER CLOSE,  
SYLVAN LAKE  
ALBERTA  
CA  
T4S0B7

**3. Locations of Collateral**

52 ROZIER CLOSE,  
SYLVAN LAKE  
ALBERTA  
CA  
T4S0B7

Please do not write in this area



RBC162237259011012000924

*MW*

E107

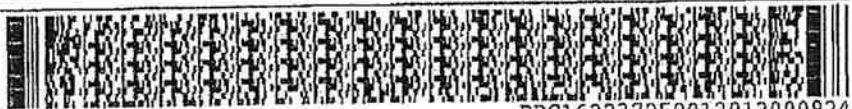
**SCHEDULE "C"**  
**(DESCRIPTION OF PROPERTY)**

ROYAL BANK

1000

1000

Please do not write in this area



RBC162237259012012000924

*MW*

# EXHIBIT "K"

**This is Exhibit "K" referred to in the  
Affidavit of Natalia Naraine Sworn  
before me this 21st  
day of November, 2022.**



**A Commissioner for Oaths in  
and for the Province of Alberta**

Melanie Cheddi  
Barrister & Solicitor

*AW*

RUN NUMBER : 200  
RUN DATE : 2022/10/07  
ID : 20221007165245-63

E108  
PROVINCE OF ONTARIO  
MINISTRY OF GOVERNMENT SERVICES  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE  
CERTIFICATE

REPORT : PSSR060  
PAGE : 1  
( 7421)

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE  
OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : MGT MANAGEMENT INC.  
FILE CURRENCY : 06OCT 2022

ENQUIRY NUMBER 20221007165245-63 CONTAINS 6 PAGE(S), 2 FAMILY(LES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME  
WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER  
SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

ONCORP · MCMILLAN LLP · MEGAN SINGLETON  
181 BAY STREET, BROOKFIELD PLACE  
TORONTO ON M5J 2T3



CONTINUED... 2



*MW*

RUN NUMBER : 280  
 RUN DATE : 2022/10/07  
 ID : 20221007165245.63

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
 PAGE : 2  
 ( 7422)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : MGT MANAGEMENT INC.  
 FILE CURRENCY : 06OCT 2022

FORM I/C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER : 78090894

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	2	X	20220307 1743 1590 1487	P PPSA	S

DEBTOR NAME : MGT MANAGEMENT INC.  
 BUSINESS NAME : MGT MANAGEMENT INC.  
 ADDRESS : 52 ROZIER CLOSE SYLVAN LAKE ONTARIO CORPORATION NO: AB T4S 0B7

DEBTOR NAME : ROYAL BANK OF CANADA  
 BUSINESS NAME : ROYAL BANK OF CANADA  
 ADDRESS : 36 YORK MILLS ROAD, 4TH FLOOR TORONTO ON M2P 0A4

SECURED PARTY / LIEN CHARGANT : ROYAL BANK OF CANADA  
 ADDRESS : 36 YORK MILLS ROAD, 4TH FLOOR TORONTO ON M2P 0A4

COLLATERAL CLASSIFICATION :  
 CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED : MOTOR VEHICLE AMOUNT : DATE OF MATURITY OR MATURITY DATE : NO. FIXED

YEAR MAKE : 2013  
 MODEL : S190 SCREENER  
 VIN : 81596

GENERAL COLLATERAL DESCRIPTION :  
 REGISTERING AGENT : MCMILLAN LLP (EF/MS/289096)  
 ADDRESS : 181 BAY ST, SUITE 4400, BROOKFIELD PLACE TORONTO ON M5J 2T3

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR  
*V. Quintanilla W.*  
 REGISTRAR OF PERSONAL PROPERTY SECURITY / LE REGISTREUR DES SÛRETÉS MOBILIÈRES  
 (eniv 05/2022)



MW

RUN NUMBER : 280  
 RUN DATE : 2022/10/07  
 ID : 20221007165245.63

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
 PAGE : 3  
 ( 7423)

TYPE OF SEARCH: BUSINESS DEBTOR  
 SEARCH CONDUCTED ON: MGT MANAGEMENT INC.  
 FILE CURRENT: 06OCT 2022

FORM AC: MOTOR VEHICLE SCHEDULE

FILE NUMBER: 700900894

PAGE NO: 002 TOTAL PAGES: 2 REGISTRATION NUMBER: 20220307 1743 1590 1487

YEAR	MAKE	MODEL	V.I.N.
2014	MCCLOSKEY	CONVEYOR	82760
2014	KR30	XCENTRIC	14120401
2012	NISSAN	TITAN	1N6AA0EC4CN329552
2006	HYUNDAI	200 W7	N60410322
2014	KOMATSU	PC290LC EXCAVATOR	A25799
2013	JOHN DEERE	DUMP TRUCK	1DW370BTCDE653161
2011	KOMATSU	PC450LC B EXCAVATOR	KMTPC192B54A10278

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*  
 CONTINUED...

CERTIFIED BY/CERTIFIÉES PAR  
*V. Quintanilla W.*  
 REGISTRAR OF PERSONAL PROPERTY SECURITY/  
 LE REGISTREUR DES SÛRETES MOBILIÈRES  
 (07/16/05/2022)



*MW*

RUN NUMBER : 280  
 RUN DATE : 2022/10/07  
 ID : 20221007165245.63

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
 PAGE : 4  
 ( 7424)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : MGT MANAGEMENT INC.  
 P.P.S. CURRENCY : 06OCT 2022

FORM 10 - FINANCING STATEMENT / CLAIM FOR LITEN

FILE NUMBER  
 711678771

CAPTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
FILE NO.	NO.	OF PAGES	SCHEDULE	NUMBER	UNDER	PERIOD
	001	001		20151112 0809 1062 2279	P PESA	10

DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
NAME		MGT MANAGEMENT INC.			AB T4S 0B7
ADDRESS		52 ROZIER CLOSE		SYLVAN LAKE	

DEBTOR	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	ONTARIO CORPORATION NO.
NAME	23MARI1971	MICHAEL	G	TOMLINSON	AB T4S 0B7
ADDRESS		52 ROZIER CLOSE		SYLVAN LAKE	

SECURED PARTY	ADDRESS	ON	Y&N	3W1
CGG EQUIPMENT FINANCE LIMITED	1 HUNTER STREET, EAST	HAMILTON		

COLLATERAL CLASSIFICATION	CONSUMER	MOTOR VEHICLE	AMOUNT	DATE OF	NO. FIXED		
GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED	MATURITY OR	MATURITY DATE
	X	X	X	X	X		

YEAR MAKE	MODEL	V.I.N.
2013 WAGGOSKEY	WAGGOSKEY	WAGGOSKEY

GENERAL	REGISTERING	ADDRESS	ON	M5H 2R2
DESCRIPTION	CYBERBAHN	400-333 BAY STREET	TORONTO	

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

CONTINUED... 5

CERTIFIED BY / CERTIFIÉES PAR  
*V. Quintanilla W.*  
 REGISTRAR OF  
 PERSONAL PROPERTY SECURITY /  
 LE RÉGISTRATEUR  
 DES SÛRETÉS MOBILIÈRES  
 (01/10/05/2022)



*MW*



RUN NUMBER : 290  
 RUN DATE : 2022/10/07  
 ID : 20221007165245.63

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
 PAGE : 5  
 ( 7425 )

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : NGT MANAGEMENT INC.  
 FILE CURRENCY : 06OCT 2023

FORM 20 FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED
FILING	NO.	OF	SCHEDULE	NUMBER	ORDER
01	001	001		20180821 1049 1862 0551	
21	RECORD	FILE NUMBER	711678771		
	REFERENCED				
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL	CORRECT
			PART DISCH	YEARS	PERIOD
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME	
24	DEBTOR / TRANSFEROR	BUSINESS NAME	NGT MANAGEMENT INC.		
25	OTHER CHANGE				
26	REASON				
27	DESCRIPTION				
28					
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME	
05	DEBTOR / TRANSFEREE	BUSINESS NAME			
06					ONTARIO CORPORATION NO.
04/07	ADDRESS				
29	ASSIGNOR	SECURED PARTY / LIEN CLAIMANT / ASSIGNEE			
08					
09	ADDRESS				
	COLLATERAL CLASSIFICATION				
	CONSUMER		MOTOR VEHICLE	DATE OF	NO-FIXED
10	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER
			INCLUDED	AMOUNT	MATURITY OR MATURITY DATE
11	MOTOR	YEAR	MAKE	MODEL	V. L. N.
12	VEHICLE	2015	MCCLOSKEY	4-44	83688
13	GENERAL				
14	COLLATERAL				
15	DESCRIPTION				
16	REGISTERING AGENT OR	CYBERRAIN			
17	SECURED PARTY / LIEN CLAIMANT	400-333 BAY STREET	TORONTO	ON	M5H 2R2

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY \*\*\*

CONTINUED... 6

CERTIFIED BY / CERTIFIÉS PAR  
*V. Quintanilla W.*  
 REGISTRAR OF  
 PERSONAL PROPERTY SECURITY /  
 LE REGISTREUR  
 DES SÛRÉTÉS MOBILIÈRES  
 (REV. 03/2022)



MW

RUN NUMBER : 280  
RUN DATE : 2022/10/07  
ID : 20221007165245.63

PROVINCE OF ONTARIO  
MINISTRY OF GOVERNMENT SERVICES  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE  
CERTIFICATE

REPORT : PSSR060  
PAGE : 6  
( 7426)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : MGT MANAGEMENT INC.  
FILE CURRENCY : 06OCT 2022

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
780900894	20220307 1743 1590 1487			
711678771	20151112 0809 1862 2279	20180821 1049 1862 0551		

3 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.



*AW*

# EXHIBIT "L"

This is Exhibit "L" referred to in the  
Affidavit of Natalia Naraine Sworn  
before me this 21st  
day of November, 2022.



A Commissioner for Oaths in  
and for the Province of Alberta

Melanie Cheddi  
Barrister & Solicitor



Search ID #: Z15472665

Transmitting Party

MCMILLAN LLP

1700, 421 - 7TH AVENUE SW  
CALGARY, AB T2P 4K9

Party Code: 60001912  
Phone #: 403 231 8378  
Reference #: 289096

Search ID #: Z15472665

Date of Search: 2022-Oct-05

Time of Search: 09:20:33

**Business Debtor Search For:**

MGT MANAGEMENT INC.

Both Exact and Inexact Result(s) Found

**NOTE:**

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



Search ID #: Z15472665

Business Debtor Search For:

MGT MANAGEMENT INC.

Search ID #: Z15472665

Date of Search: 2022-Oct-05

Time of Search: 09:20:33

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Registration Number: 15041034503

Registration Date: 2015-Apr-10

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2023-Apr-10 23:59:59

---

Exact Match on: Debtor No: 1

---

Amendments to Registration

16011114769

Amendment

2016-Jan-11

21020321174

Renewal

2021-Feb-03

---

Debtor(s)

Block

1 MGT MANAGEMENT INC.  
52 ROZIER CLOSE  
SYLVAN LAKE, AB T4S 0B7

Status  
Current

Block

2 TOMLINSON, MICHAEL, G  
52 ROZIER CLOSE  
SYLVAN LAKE, AB T4S 0B7

Status  
Current

Secured Party / Parties

Block

1 KOMATSU INTERNATIONAL (CANADA) INC.  
3755 BOUL MATTE, SUITE E  
BROSSARD, QC J4Y 2P4

Status  
Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	10370	2015	KOMATSU WA380-7	MV - Motor Vehicle	Current

*M*

Search ID #: Z15472665

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
1	ALL PRESENT AND AFTER ACQUIRED ATTACHMENTS, ACCESSORIES, CONTROLS, MOTORS, INSTRUMENTS, SPARE PARTS, APPURTENANCES, MANUALS, MANUFACTURERS WARRANTIES AND OTHER EQUIPMENT ASSOCIATED WITH ANY OF THE VEHICLE COLLATERAL TOGETHER WITH ALL PROCEEDS FROM THE VEHICLE COLLATERAL THAT ARE GOODS, ACCOUNTS, NOTES, INSTRUMENTS, SECURITIES, TRADE-INS, CHATTEL PAPER, DOCUMENTS OF TITLE, CONTRACT RIGHTS, RENTAL PAYMENTS, INSURANCE PAYMENTS, INTANGIBLES AND OTHER PROPERTY OR OBLIGATIONS RECEIVED WHEN ANY OF THE SAID COLLATERAL IS SOLD, DEALT WITH OR OTHERWISE DISPOSED OF OR ANY PROCEEDS THERE FROM. TERMS USED HEREIN WHICH ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF ALBERTA SHALL HAVE THE MEANING ASCRIBED TO THEM IN SUCH ACT.	Current
2	QUICK COUPLER S/N 0811-AKR17339; PALLET FORKS S/N 0412-AKR19945; 4.0 CU YD BUCKET S/N J000020682-1.	Deleted By 16011114769
3	QUICK COUPLER S/N 0811-AKR17339; FORKS S/N J000065892-1; 4.0 CU YD BUCKET S/N J000020682-1.	Current By 16011114769

*MJ*

Search ID #: Z15472665

**Business Debtor Search For:**

MGT MANAGEMENT INC.

Search ID #: Z15472665

Date of Search: 2022-Oct-05

Time of Search: 09:20:33

Registration Number: 15041034787

Registration Date: 2015-Apr-10

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2023-Apr-10 23:59:59

Exact Match on: Debtor No: 1

**Amendments to Registration**

21020321152

Renewal

2021-Feb-03

**Debtor(s)**

**Block**

1 MGT MANAGEMENT INC.  
52 ROZIER CLOSE  
SYLVAN LAKE, AB T4S 0B7

**Status**  
Current

**Block**

2 TOMLINSON, MICHAEL, G  
52 ROZIER CLOSE  
SYLVAN LAKE, AB T4S 0B7

**Status**  
Current

**Secured Party / Parties**

**Block**

1 KOMATSU INTERNATIONAL (CANADA) INC.  
3755 BOUL MATTE, SUITE E  
BROSSARD, QC J4Y 2P4

**Status**  
Current

**Collateral: Serial Number Goods**

<b><u>Block</u></b>	<b><u>Serial Number</u></b>	<b><u>Year</u></b>	<b><u>Make and Model</u></b>	<b><u>Category</u></b>	<b><u>Status</u></b>
1	3586	2014	KOMATSU HM300-3	MV - Motor Vehicle	Current

Search ID #: Z15472665

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
1	ALL PRESENT AND AFTER ACQUIRED ATTACHMENTS, ACCESSORIES, CONTROLS, MOTORS, INSTRUMENTS, SPARE PARTS, APPURTENANCES, MANUALS, MANUFACTURERS WARRANTIES AND OTHER EQUIPMENT ASSOCIATED WITH ANY OF THE VEHICLE COLLATERAL TOGETHER WITH ALL PROCEEDS FROM THE VEHICLE COLLATERAL THAT ARE GOODS, ACCOUNTS, NOTES, INSTRUMENTS, SECURITIES, TRADE-INS, CHATTEL PAPER, DOCUMENTS OF TITLE, CONTRACT RIGHTS, RENTAL PAYMENTS, INSURANCE PAYMENTS, INTANGIBLES AND OTHER PROPERTY OR OBLIGATIONS RECEIVED WHEN ANY OF THE SAID COLLATERAL IS SOLD, DEALT WITH OR OTHERWISE DISPOSED OF OR ANY PROCEEDS THERE FROM. TERMS USED HEREIN WHICH ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF ALBERTA SHALL HAVE THE MEANING ASCRIBED TO THEM IN SUCH ACT.	Current

*MW*



Search ID #: Z15472665

**Business Debtor Search For:**

MGT MANAGEMENT INC.

Search ID #: Z15472665

Date of Search: 2022-Oct-05

Time of Search: 09:20:33

Registration Number: 15092301263

Registration Date: 2015-Sep-23

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2025-Sep-23 23:59:59

Exact Match on: Debtor No: 1

**Amendments to Registration**

18082110274

Amendment

2018-Aug-21

**Debtor(s)**

**Block**

1 MGT MANAGEMENT INC.  
52 ROZIER CLOSE  
SYLVAN LAKE, AB T4S 0B7

**Status**  
Current

**Block**

2 TOMLINSON, MICHAEL, GEORGE  
52 ROZIER CLOSE  
SYLVAN LAKE, AB T4S 0B7

**Status**  
Current

Birth Date:  
1971-Mar-23

**Secured Party / Parties**

**Block**

1 CCG EQUIPMENT FINANCE LIMITED  
1 HUNTER STREET, EAST  
HAMILTON, ON L8N 3W1

**Status**  
Current

**Collateral: Serial Number Goods**

<b><u>Block</u></b>	<b><u>Serial Number</u></b>	<b><u>Year</u></b>	<b><u>Make and Model</u></b>	<b><u>Category</u></b>	<b><u>Status</u></b>
1	83688	2015	MCCLOSKEY C-44	MV - Motor Vehicle	Deleted By 18082110274

*MW*

Search ID #: Z15472665

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
1	ONE (1) 2015 MCCLOSKEY MODEL C-44 CONE CRUSHER WITH CAT C-13 DIESEL, AUTO FEED SYSTEM, METAL DETECTOR, WIRELESS TRACK MOBILE, SPRAY BAR SYSTEM, FINE LINER, SERIAL NUMBER 83688 AND ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF DEBTOR(S) INCLUDING ANY AND ALL ACCOUNTS, CHATTEL PAPER, DOCUMENTS OF TITLE, DOCUMENTS, EQUIPMENT, INTANGIBLES, GOODS, INSTRUMENTS, INVENTORY, SECURITIES, SECURITY ENTITLEMENTS, MONEY, INVESTMENT PROPERTY, PROCEEDS AND OTHER ALL PROPERTY OF WHATEVER NATURE AND KIND AND (ALL IN DEFINED IN THE PERSONAL PROPERTY SECURITY ACT), WHEREVER LOCATED, AND IN AND ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, INCREASES, ADDITIONS, IMPROVEMENTS, SUBSTITUTIONS, REPLACEMENTS, REPLACEMENT PARTS, ADDITIONS, SOFTWARE AND SOFTWARE UPGRADES AND ALL CASH AND NON CASH PROCEEDS (INCLUDING RENTAL PROCEEDS, INSURANCE PROCEEDS, ACCOUNTS AND CHATTEL PAPER ARISING OUT OF OR RELATED TO THE SALE, USE, RENTAL OR OTHER DISPOSITION THEREOF) OF AND TO ALL OF THE FORGOING.	Deleted By 18082110274
2	All present and after-acquired personal property of debtor including any and all accounts, chattel paper, documents of title, documents, equipment, intangibles, goods, instruments, inventory, securities, security entitlements, money, investment property, proceeds and other all property of whatever nature and kind and (all in defined in the Personal Property Security Act), wherever located, and in and all attachments, accessories, accessions, increases, additions, improvements, substitutions, replacements, replacement parts, additions, software and software upgrades and all cash and non cash proceeds (including rental proceeds, insurance proceeds, accounts and chattel paper arising out of or related to the sale, use, rental or other disposition thereof) of and to all of the forgoing.	Current By 18082110274

*MW*

Search ID #: Z15472665

**Business Debtor Search For:**

MGT MANAGEMENT INC.

Search ID #: Z15472665

Date of Search: 2022-Oct-05

Time of Search: 09:20:33

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Registration Number: 16022338716

Registration Type: SECURITY AGREEMENT

Registration Date: 2016-Feb-23

Registration Status: Current

Expiry Date: 2026-Feb-23 23:59:59

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Exact Match on: Debtor No: 1

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**Debtor(s)**

**Block**

**Status**

1 MGT MANAGEMENT INC.  
52 ROZIER CLOSE  
SYLVAN LAKE, AB T4S0B7

Current

**Secured Party / Parties**

**Block**

**Status**

1 ROYAL BANK OF CANADA  
300-5575 NORTH SERVICE RD  
BURLINGTON, ON L7L 6M1

Current

**Collateral: General**

**Block**

**Description**

**Status**

1 AS PER MASTER LEASE DATE FEBRUARY 23,2016 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.

Current

*MW*

Search ID #: Z15472665

Business Debtor Search For:

MGT MANAGEMENT INC.

Search ID #: Z15472665

Date of Search: 2022-Oct-05

Time of Search: 09:20:33

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Registration Number: 16032929973

Registration Type: SECURITY AGREEMENT

Registration Date: 2016-Mar-29

Registration Status: Current

Expiry Date: 2023-Mar-29 23:59:59

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Exact Match on:

Debtor

No: 1

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Debtor(s)

Block

Status  
Current

1 MGT MANAGEMENT INC  
52 ROZIER CLOSE  
SYLVAN LAKE, AB T4S0B7

Block

Status  
Current

2 TOMLINSON, MICHAEL, GEORGE  
52 ROZIER CLOSE  
SYLVAN LAKE, AB T4S0B7

Secured Party / Parties

Block

Status  
Current

1 JOHN DEERE FINANCIAL INC.  
3430 SUPERIOR COURT  
OAKVILLE, ON L6L 0C4

Collateral: Serial Number Goods

Block

Serial Number

Year

Make and Model

Category

Status

1

1DW370ETKDE654119

2013

JOHN DEERE 370ETDW

MV - Motor Vehicle

Current

*AW*

Search ID #: Z15472665

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
1	ONE JOHN DEERE 370ETDW ARTICULATED DUMP TRUCKS TOGETHER WITH ALL 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 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 OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL.	Current

*MW*

Search ID #: Z15472665

**Business Debtor Search For:**

MGT MANAGEMENT INC.

Search ID #: Z15472665

Date of Search: 2022-Oct-05

Time of Search: 09:20:33

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Registration Number: 17030135148

Registration Type: SECURITY AGREEMENT

Registration Date: 2017-Mar-01

Registration Status: Current

Expiry Date: 2025-Mar-01 23:59:59

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Exact Match on: Debtor No: 1

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**Amendments to Registration**

17030213517

Amendment And Renewal

2017-Mar-02

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**Debtor(s)**

**Block**

**Status**  
Current

1 MGT MANAGEMENT INC.  
52 ROZIER CLOSE  
SYLVAN LAKE, AB T4S 0B7

**Block**

**Status**  
Current

2 TOMLINSON, MICHAEL  
52 ROZIER CLOSE  
SYLVAN LAKE, AB T4S 0B7

**Secured Party / Parties**

**Block**

**Status**  
Current

1 BRANDT FINANCE LTD.  
BOX 3856 HWY 1 EAST  
REGINA, SK S4P 3R8  
Phone #: 306 791 7950 Fax #: 306 791 5945

**Block**

**Status**  
Current

2 MERIDIAN ONECAP CREDIT CORP.  
4710 KINGSWAY, SUITE 1500  
BURNABY, BC V5H 4M2

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*MW*

Search ID #: Z15472665

**Collateral: Serial Number Goods**

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	1R9KH16138S475001	2014	Rotochopper 250	MV - Motor Vehicle	Deleted By 17030213517
2	1R9KH16138S475001	2008	Rotochopper 250	MV - Motor Vehicle	Current By 17030213517

**Collateral: General**

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	Bagger(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.	Current

*MW*

Search ID #: Z15472665

**Business Debtor Search For:**

MGT MANAGEMENT INC.

Search ID #: Z15472665

Date of Search: 2022-Oct-05

Time of Search: 09:20:33

Registration Number: 17061310131

Registration Date: 2017-Jun-13

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2023-Jun-13 23:59:59

Exact Match on: Debtor No: 1

**Debtor(s)**

**Block**

1 MGT MANAGEMENT INC.  
52 ROZIER CLOSE  
SYLVAN LAKE, AB T4S 0B7

**Status**  
Current

**Block**

2 TOMLINSON, MICHAEL, G  
52 ROZIER CLOSE  
SYLVAN LAKE, AB T4S 0B7

**Status**  
Current

**Secured Party / Parties**

**Block**

1 KOMATSU INTERNATIONAL (CANADA) INC.  
3755 BOUL MATTE, SUITE E  
BROSSARD, QC J4Y 2P4

**Status**  
Current

**Collateral: Serial Number Goods**

<b><u>Block</u></b>	<b><u>Serial Number</u></b>	<b><u>Year</u></b>	<b><u>Make and Model</u></b>	<b><u>Category</u></b>	<b><u>Status</u></b>
1	73272	2016	KOMATSU WA200PZ-6	MV - Motor Vehicle	Current

*AW*



Search ID #: Z15472665

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
1	ALL PRESENT AND AFTER ACQUIRED ATTACHMENTS, ACCESSORIES, CONTROLS, MOTORS, INSTRUMENTS, SPARE PARTS, APPURTENANCES, MANUALS, MANUFACTURERS WARRANTIES AND OTHER EQUIPMENT ASSOCIATED WITH ANY OF THE VEHICLE COLLATERAL TOGETHER WITH ALL PROCEEDS FROM THE VEHICLE COLLATERAL THAT ARE GOODS, ACCOUNTS, NOTES, INSTRUMENTS, SECURITIES, TRADE-INS, CHATTEL PAPER, DOCUMENTS OF TITLE, CONTRACT RIGHTS, RENTAL PAYMENTS, INSURANCE PAYMENTS, INTANGIBLES AND OTHER PROPERTY OR OBLIGATIONS RECEIVED WHEN ANY OF THE SAID COLLATERAL IS SOLD, DEALT WITH OR OTHERWISE DISPOSED OF OR ANY PROCEEDS THERE FROM. TERMS USED HEREIN WHICH ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF ALBERTA SHALL HAVE THE MEANING ASCRIBED TO THEM IN SUCH ACT.	Current
2	WHEEL LOADER WITH 2.5 CY BUCKET, EFI HYDRAULIC QUICK COUPLER, AND FORKS.	Current

*MW*

Search ID #: Z15472665

Business Debtor Search For:

MGT MANAGEMENT INC.

Search ID #: Z15472665

Date of Search: 2022-Oct-05

Time of Search: 09:20:33

Registration Number: 17113038349

Registration Date: 2017-Nov-30

Registration Type: REPORT OF SEIZURE

Registration Status: Current

Registration Term: Infinity

Service Area 3

Amount being seized for is \$75,966.07.

Property was seized on 2017-Nov-30

<u>Registration Type</u>	<u>Date</u>	<u>Registration #</u>	<u>Value</u>
Report of Seizure	2017-Nov-30	17113038349	\$75,966.07

Exact Match on: Debtor No: 1

Solicitor / Agent

BRANDT TRACTOR LTD.  
HWY 1 EAST, P.O. BOX 3856  
REGINA, SK S4P 3R8

Phone #: 306 791 5951 Fax #: 306 791 5945

Civil Enforcement Agent

CONSOLIDATED CIVIL ENFORCEMENT INC.  
200, 807 MANNING ROAD NE  
CALGARY, AB T2E 7M8

Phone #: 403 262 8800 Fax #: 403 262 8801

Debtor(s)

Block

1 MGT MANAGEMENT INC  
52 ROZIER CLOSE  
SYLVAN LAKE, AB T0M 0M0

Status  
Current

*MW*

Search ID #: Z15472665

**Creditor(s)**

**Block**

**Status**  
Current

1 BRANDT TRACTOR LTD.  
PO BOX 3856, HIGHWAY #1 EAST  
REGINA, SK S4P 3R8  
Phone #: 306 791 5950 Fax #: 306 791 5945

**Collateral: Serial Number Goods**

<b><u>Block</u></b>	<b><u>Serial Number</u></b>	<b><u>Year</u></b>	<b><u>Make and Model</u></b>	<b><u>Category</u></b>	<b><u>Status</u></b>
1	DW824JX595744	2016	JD 824J	FV - Farm Vehicle	Current

**Particulars**

**Block**

**Additional Information**

**Status**

1 Property listed in Block One under Serial Number Goods was seized under Section 54 of the Civil Enforcement Act. Current  
Our File: 115262-DG-3C

*AW*

Search ID #: Z15472665

**Business Debtor Search For:**

MGT MANAGEMENT INC.

Search ID #: Z15472665

Date of Search: 2022-Oct-05

Time of Search: 09:20:33

Registration Number: 18062213096

Registration Date: 2018-Jun-22

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2023-Jun-22 23:59:59

Exact Match on: Debtor No: 1

**Amendments to Registration**

18102335764	Amendment	2018-Oct-23
18110728825	Amendment	2018-Nov-07

**Debtor(s)**

**Block**

1 MGT MANAGEMENT INC  
52 ROZIER CLOSE  
SYLVAN LAKE, AB T4S 0B7

**Status**  
Current

**Secured Party / Parties**

**Block**

1 ROYAL BANK OF CANADA  
36 YORK MILLS ROAD, 4TH FLOOR  
TORONTO, ON M2P 0A4

**Status**  
Current

**Collateral: Serial Number Goods**

<b><u>Block</u></b>	<b><u>Serial Number</u></b>	<b><u>Year</u></b>	<b><u>Make and Model</u></b>	<b><u>Category</u></b>	<b><u>Status</u></b>
1	83042	2014	I44 Impactor	MV - Motor Vehicle	Current By 18102335764
2	81596	2013	Mclosky S190 Screener	MV - Motor Vehicle	Current By 18102335764
3	82760	2014	McCloskey Conveyor	MV - Motor Vehicle	Current By 18102335764
4	14120401	2014	XR30 Xcentric Ripper	MV - Motor Vehicle	Current By 18102335764

MW

Search ID #: Z15472665

5	1N6AA0EC4CN329552	2012	Nissan Titan	MV - Motor Vehicle	Current By 18102335764
6	N60410322	2006	used Hyundai 200 W7	MV - Motor Vehicle	Current By 18102335764
7	A25799	2014	Komatsu PC290LC Excavator	MV - Motor Vehicle	Current By 18102335764
8	1DW370ETCDE653161	2013	John Deere Articulated Du	MV - Motor Vehicle	Deleted By 18110728825
9	KMTPC192E54A10278	2011	Komatsu PC450LC 8 Excavat	MV - Motor Vehicle	Current By 18102335764

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
1	ALL PRESENT AND AFTER-ACQUIRED EQUIPMENT, SECURITIES, CHATTEL	Current
2	PAPER, INSTRUMENTS AND DOCUMENTS OF TITLE. PROCEEDS: A	Current
3	SECURITY INTEREST IS CLAIMED IN ALL PRESENT AND	Current
4	AFTER-ACQUIRED GOODS (INCLUDING TRADE-INS), CHATTEL PAPER,	Current
5	SECURITIES, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY AND	Current
6	INTANGIBLES OF EVERY ITEM OR KIND THAT MAY DERIVED FROM THE	Current
7	SALE OR OTHER DISPOSITION OF THE COLLATERAL DESCRIBED ABOVE,	Current
8	ALL INSURANCE PROCEEDS AND ANY PROCEEDS OF ANY OF THE	Current
9	FOREGOING.	Current

**Particulars**

<b><u>Block</u></b>	<b><u>Additional Information</u></b>	<b><u>Status</u></b>
1	THE COMPLETE DESCRIPTIONS OF SERIAL COLLATERALS ARE - 2014 Komatsu PC290LC Excavator including all attachments and accessories. Serial Number A25799, 2013 John Deere Articulated Dump Truck with all attachments and accessories. Serial Number 1DW370ETCDE653161, 2011 Komatsu PC450LC 8 Excavator with Cleanup bucket and Digging bucket and all attachments and accessories. Serial Number KMTPC192E54A10278,	Current By 18102335764

*MW*

Search ID #: Z15472665

**Business Debtor Search For:**

MGT MANAGEMENT INC.

Search ID #: Z15472665

Date of Search: 2022-Oct-05

Time of Search: 09:20:33

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Registration Number: 19060726002

Registration Type: WRIT OF ENFORCEMENT

Registration Date: 2019-Jun-07

Registration Status: Current

Expiry Date: 2023-May-07 23:59:59

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Issued in Red Deer Judicial Centre

Court File Number is 191000372

Judgment Date is 2019-Apr-26

This Writ was issued on 2019-Jun-06

Type of Judgment is Other

Original Judgment Amount: \$71,841.80

Costs Are: \$1,063.59

Post Judgment Interest: \$129.90

Current Amount Owing: \$73,035.29

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Exact Match on: Debtor No: 1

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**Amendments to Registration**

21050725060

Renewal

2021-May-07

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**Solicitor / Agent**

WARREN SINCLAIR LLP  
600, 4911 51 STREET  
RED DEER, AB T4N 6V4

Phone #: 403 343 3320

Fax #: 403 343 6069

Reference #: 111538MP

**Debtor(s)**

**Block**

**Status**

Current

1 MGT MANAGEMENT INC.  
101 37 BEJU INDUSTRIAL DRIVE  
SYLVAN LAKE, AB T4S)K9

*MW*

Search ID #: Z15472665

Creditor(s)

Block

Status

Current

1      CLEARSPAN FABRIC STRUCTURES INTERNATIONAL INC.  
703 HEBRON AVE, 3RD FLOOR  
GLASTONBURY, CT 06033

*MW*

Search ID #: Z15472665

**Business Debtor Search For:**

MGT MANAGEMENT INC.

Search ID #: Z15472665

Date of Search: 2022-Oct-05

Time of Search: 09:20:33

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Registration Number: 20083119748

Registration Date: 2020-Aug-31

Registration Type: WRIT OF ENFORCEMENT

Registration Status: Current

Expiry Date: 2024-Jun-28 23:59:59

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Issued in Calgary Judicial Centre

Court File Number is 2001-09001

Judgment Date is 2020-Jul-20

This Writ was issued on 2020-Aug-13

Type of Judgment is Other

Original Judgment Amount: \$47,919.78

Post Judgment Interest: \$0.00

Costs Are: \$228.52

Current Amount Owing: \$48,148.30

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Inexact Match on:

Debtor

No: 1

---

**Amendments to Registration**

22062816383

Renewal

2022-Jun-28

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**Solicitor / Agent**

DLC ENTERPRISES  
BOX 68068 RPO CROWFOOT TERRACE NW  
CALGARY, AB T3G 3N8

Phone #: 403 252 1616

Fax #: 403 722 4344

Email: darldlc@telus.net

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**Debtor(s)**

**Block**

1 MGT MANAGEMENT  
101-37 BEJU INDUSTRIAL DRIVE  
SYLVAN LAKE, AB T4S 0K9

**Status**

Current

*MW*



Search ID #: Z15472665

**Creditor(s)**

**Block**

1      2011072 ALBERTA LTD.  
         BOX 396  
         SUNDRE, AB T0M 1X0  
         Email: darldlc@telus.net

**Status**  
Current

**Block**

2      DOUGAN'S SERVICE  
         BOX 396  
         SUNDRE, AB T0M 1X0  
         Email: darldlc@telus.net

**Status**  
Current

*MW*

Search ID #: Z15472665

Business Debtor Search For:

MGT MANAGEMENT INC.

Search ID #: Z15472665

Date of Search: 2022-Oct-05

Time of Search: 09:20:33

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Registration Number: 20121716784

Registration Date: 2020-Dec-17

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2025-Dec-17 23:59:59

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Exact Match on: Debtor No: 3

Exact Match on: Debtor No: 4

Exact Match on: Debtor No: 6

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Amendments to Registration

21030221197

Amendment

2021-Mar-02

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Debtor(s)

Block

1 MGT AGGREGATE PRODUCTS INC.  
7 CALDWELL POINT  
SYLVAN LAKE, AB T4S 0N4

Status

Current

Block

2 MGT AGGREGATE PRODUCTS INC.  
100014 HIGHWAY 734  
CAROLINE, AB T0M 0M0

Status

Current

Block

3 MGT MANAGEMENT INC.  
7 CALDWELL POINT  
SYLVAN LAKE, AB T4S 0N4

Status

Current

Block

4 MGT MANAGEMENT INC.  
100014 HIGHWAY 734  
CAROLINE, AB T0M 0M0

Status

Current

---

*MW*

Search ID #: Z15472665

<b><u>Block</u></b>		<b><u>Status</u></b>
		Current
5	MGT AGGREGATE PRODUCTS INC. 100014 HIGHWAY 734 CLEARWATER COUNTY, AB T0M 0M0	

<b><u>Block</u></b>		<b><u>Status</u></b>
		Current
6	MGT MANAGEMENT INC. 100014 HIGHWAY 734 CLEARWATER COUNTY, AB T0M 0M0	

**Secured Party / Parties**

<b><u>Block</u></b>		<b><u>Status</u></b>
		Current
1	ACCORD SMALL BUSINESS LEASING CORP 305 - 889 HARBOURSIDE DRIVE NORTH VANCOUVER, BC V7P 3S1 Phone #: 604 982 3010 Fax #: 888 835 9757 Email: funding@accordfinancial.net	

**Collateral: Serial Number Goods**

<b><u>Block</u></b>	<b><u>Serial Number</u></b>	<b><u>Year</u></b>	<b><u>Make and Model</u></b>	<b><u>Category</u></b>	<b><u>Status</u></b>
1	DM65X24300	1995	BARBER GREENE DM65	MV - Motor Vehicle	Current
2	DM65X24300	2019	BARBER GREENE DM65	MV - Motor Vehicle	Current
3	NTTV65VSISKR0R120	2014	TRIO TV65	MV - Motor Vehicle	Current
4	NTTV65VSISKR0R120	2020	TRIO TV65	MV - Motor Vehicle	Current
5	84221	2015	MCCLOSKY ST80F	MV - Motor Vehicle	Current
6	85101	2016	MCCLOSKY ST80	MV - Motor Vehicle	Current
7	ES1003	2015	TYALTA ST60	MV - Motor Vehicle	Current
8	ES1006	2015	TYALTA ST60	MV - Motor Vehicle	Current
9	ES1005	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
10	ES1004	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
11	81238	2012	MCCLOSKY S190	MV - Motor Vehicle	Current
12	ES1002	2015	MCCLOSKY S190	MV - Motor Vehicle	Current
13	81239	2012	MCCLOSKY S190	MV - Motor Vehicle	Current
14	ES1001	2015	MCCLOSKY S190	MV - Motor Vehicle	Current
15	EF1005	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
16	EC1006	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current

*MW*

Search ID #: Z15472665

17	EC1007	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
18	EC1011	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
19	EC1009	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
20	EC1010	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
21	EC1008	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
22	EC1012	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
23	EC1013	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
24	EC1014	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
25	EC1016	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
26	EC1015	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
27	EC1017	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
28	EC1018	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
29	EC1019	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
30	PD1020	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
31	DC24X80	2000	TYALTA 24" X 80'	MV - Motor Vehicle	Current By 21030221197
32	DD24X40	2000	TYALTA 24" X 40'	MV - Motor Vehicle	Current By 21030221197
33	DC24X25	2000	TYALTA 24" X 25'	MV - Motor Vehicle	Current By 21030221197

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
1	PURSUANT TO LEASE AGREEMENT 107340, ALL PRESENT AND FUTURE EQUIPMENT ENCOMPASSED BY LEASE AGREEMENT 107340, INCLUDING BUT NOT LIMITED TO, THE SERIALIZED COLLATERAL SET OUT WITHIN THIS REGISTRATION, AS WELL AS NON-SERIALIZED MODULAR SHELTER(BUILDING COMPONENTS) TOGETHER WITH ALL 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 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 OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL.	Current

*MW*

Search ID #: Z15472665

**Business Debtor Search For:**

MGT MANAGEMENT INC.

Search ID #: Z15472665

Date of Search: 2022-Oct-05

Time of Search: 09:20:33

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Registration Number: 20121718129

Registration Date: 2020-Dec-17

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2025-Dec-17 23:59:59

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Exact Match on: Debtor No: 1  
Exact Match on: Debtor No: 2  
Exact Match on: Debtor No: 3

---

**Debtor(s)**

**Block**

1 MGT MANAGEMENT INC.  
7 CALDWELL POINT  
SYLVAN LAKE, AB T4S 0N4

**Status**  
Current

**Block**

2 MGT MANAGEMENT INC.  
100014 HWY 734  
CAROLINE, AB T0M 0M0

**Status**  
Current

**Block**

3 MGT MANAGEMENT INC.  
100014 HWY 734  
CLEARWATER COUNTY, AB T0M 0M0

**Status**  
Current

**Secured Party / Parties**

**Block**

1 ACCORD SMALL BUSINESS FINANCE CORP  
305 - 889 HARBOURSIDE DRIVE  
NORTH VANCOUVER, BC V7P 3S1  
Phone #: 604 982 3010 Fax #: 888 835 9757  
Email: funding@accordfinancial.net

**Status**  
Current

*AW*

Search ID #: Z15472665

**Block**

2      ACCORD SMALL BUSINESS LEASING CORP  
305 - 889 HARBOURSIDE DRIVE  
NORTH VANCOUVER, BC V7P 3S1  
Phone #: 604 982 3010      Fax #: 888 835 9757  
Email: funding@accordfinancial.net

**Status**

Current

**Block**

3      VARION CAPITAL CORP. DBA ACCORD FINANCIAL  
305 - 889 HARBOURSIDE DRIVE  
NORTH VANCOUVER, BC V7P 3S1  
Phone #: 604 982 3010      Fax #: 888 835 9757  
Email: funding@accordfinancial.net

**Status**

Current

**Collateral: General**

**Block**

**Description**

1      ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR (AS THOSE TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) AND AN UNCRYSTALLIZED FLOATING CHARGE ON LAND.

**Status**

Current

*MW*

Search ID #: Z15472665

**Business Debtor Search For:**

MGT MANAGEMENT INC.

Search ID #: Z15472665

Date of Search: 2022-Oct-05

Time of Search: 09:20:33

Registration Number: 21122213499

Registration Date: 2021-Dec-22

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2026-Dec-22 23:59:59

Inexact Match on: Debtor No: 1

**Debtor(s)**

**Block**

1 MGT MANAGEMENT  
52 ROZIER CLOSE  
SYLVAN LAKE, AB T4S 0B7

**Status**

Current

**Secured Party / Parties**

**Block**

1 CANADIAN WESTERN BANK - CREDIT SUPPORT, NAB REGION  
201, 12230 JASPER AVENUE  
EDMONTON, AB T5N 3K3  
Phone #: 780 421 5582 Fax #: 800 392 3015  
Email: CSNA.Collsec@cwbank.com

**Status**

Current

**Block**

2 TYALTA INDUSTRIES INC.  
613 MCCOOL ST  
CROSSFIELD, AB T0M 0S0  
Phone #: 403 946 4860  
Email: craig@tyalta.com

**Status**

Current

**Collateral: Serial Number Goods**

<b><u>Block</u></b>	<b><u>Serial Number</u></b>	<b><u>Year</u></b>	<b><u>Make and Model</u></b>	<b><u>Category</u></b>	<b><u>Status</u></b>
1	88180	2017	MCCLOSKEY S190 3DW	TR - Trailer	Current

*MW*

Search ID #: Z15472665

**Business Debtor Search For:**

MGT MANAGEMENT INC.

Search ID #: Z15472665

Date of Search: 2022-Oct-05

Time of Search: 09:20:33

Registration Number: 21122922011

Registration Type: SECURITY AGREEMENT

Registration Date: 2021-Dec-29

Registration Status: Current

Expiry Date: 2026-Dec-29 23:59:59

Inexact Match on:

Debtor

No: 1

**Debtor(s)**

**Block**

1 MGT MANAGEMENT  
52 ROZIER CLOSE  
SYLVAN LAKE, AB T4S 0B7

**Status**

Current

**Secured Party / Parties**

**Block**

1 CANADIAN WESTERN BANK - CREDIT SUPPORT, NAB REGION  
201, 12230 JASPER AVENUE  
EDMONTON, AB T5N 3K3  
Phone #: 780 421 5582 Fax #: 800 392 3015  
Email: CSNA.Collsec@cwbank.com

**Status**

Current

**Block**

2 TYALTA INDUSTRIES INC.  
613 MCCOOL ST  
CROSSFIELD, AB T0M 0S0  
Phone #: 403 946 4860  
Email: craig@tyalta.com

**Status**

Current

**Collateral: Serial Number Goods**

<b><u>Block</u></b>	<b><u>Serial Number</u></b>	<b><u>Year</u></b>	<b><u>Make and Model</u></b>	<b><u>Category</u></b>	<b><u>Status</u></b>
1	88509	2018	MCCLOSKEY 36X80 CONVEYOR	TR - Trailer	Current

MW



Search ID #: Z15472665

**Business Debtor Search For:**

MGT MANAGEMENT INC.

Search ID #: Z15472665

Date of Search: 2022-Oct-05

Time of Search: 09:20:33

Registration Number: 22030718507

Registration Date: 2022-Mar-07

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2027-Mar-07 23:59:59

Exact Match on: Debtor No: 1

**Amendments to Registration**

22060832218

Amendment

2022-Jun-08

**Debtor(s)**

**Block**

**Status**

1 MGT MANAGEMENT INC.  
52 ROZIER CLOSE  
SYLVAN LAKE, AB T4S 0B7

Current

**Secured Party / Parties**

**Block**

**Status**

1 ROYAL BANK OF CANADA  
36 YORK MILLS ROAD, 4TH FLOOR  
TORONTO, ON M2P 0A4  
Email: torbscpr@rbc.com

Current

**Collateral: Serial Number Goods**

<b><u>Block</u></b>	<b><u>Serial Number</u></b>	<b><u>Year</u></b>	<b><u>Make and Model</u></b>	<b><u>Category</u></b>	<b><u>Status</u></b>
1	KMTHM011P29003586	2014	Komatsu HM300-3	MV - Motor Vehicle	Current By 22060832218
2	KMTPC241H54A25799	2015	Komatsu PC290LC-10	MV - Motor Vehicle	Current By 22060832218
3	1M2AA13Y4NW019059	1992	Mack CH613 Day Cab	MV - Motor Vehicle	Current By 22060832218
4	KMTWA105VGA073272	2017	Komatsu WA200PZ-6 Wheel L	MV - Motor Vehicle	Current By 22060832218
5	1N6AA06B36N569525	2006	Nissan Titan LE Ext	MV - Motor Vehicle	Current By 22060832218

*NW*

Search ID #: Z15472665

6	1GTEK19T4XE5463674	1999	GMC Sierra 1500 SLE	MV - Motor Vehicle	Current By 22060832218
7	1N6AA0EC4CN322552	2012	Nissan Titan SL Pickup	MV - Motor Vehicle	Current By 22060832218
8	5AEA11512DH000107	2012	Allmand Bros Artic. 20KW	MV - Motor Vehicle	Current By 22060832218

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
1	All of the Debtor's present and after-acquired personal property.	Current
2	SN: 18 - 2008 Speedaire 30-Gal Air Compressor - Honda GX390 engine SN: AL408-878 - 2008 Terex AL4000 S/A Light Tower - ST205/75D15, Kubota 12KW engine SN: 10090913 - Frost Fighter ICE IDF-350-II Heater - furnace oil SN: 620868 - 2013 Wacker Neuson HI400 HD D Heater SN: 6325-65 - 2004 CEC Roadrunner 5X12 Track Screener SN: C02RN78YG8WP - Apple MacBook Pro Laptop SN: LJ080312Q - Miller Trailblazer 302 Welder SN: 1220GR - 48" Hydraulic Excavator Shovel Bucket - to fit Komatsu 290 2005 John Deere 824J Wheel Loader Xcentric XR-30 Hydraulic Vibrating Excavator Ripper - to fit Komatsu PC290	Current By 22060832218

*AW*

Search ID #: Z15472665

Business Debtor Search For:

MGT MANAGEMENT INC.

Search ID #: Z15472665

Date of Search: 2022-Oct-05

Time of Search: 09:20:33

Registration Number: 22062804481

Registration Date: 2022-Jun-28

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2027-Jun-28 23:59:59

Inexact Match on: Debtor No: 1

Debtor(s)

Block

Status

1 MGT MANAGEMENT  
52 ROZIER CLOSE  
SYLVAN LAKE, AB T4S 0B7

Current

Secured Party / Parties

Block

Status

1 CANADIAN WESTERN BANK - CREDIT SUPPORT, NAB REGION  
201, 12230 JASPER AVENUE  
EDMONTON, AB T5N 3K3  
Phone #: 780 421 5582 Fax #: 800 392 3015  
Email: CSNA.Collsec@cwbank.com

Current

Block

Status

2 TYALTA INDUSTRIES INC.  
613 MCCOOL ST  
CROSSFIELD, AB TOM 0S0  
Phone #: 403 946 4860  
Email: craig@tyalta.com

Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	86626	2018	McCloskey Crusher I44v3	TR - Trailer	Current

*AW*

Search ID #: Z15472665

**Business Debtor Search For:**

MGT MANAGEMENT INC.

Search ID #: Z15472665

Date of Search: 2022-Oct-05

Time of Search: 09:20:33

Registration Number: 22071931012

Registration Type: WRIT OF ENFORCEMENT

Registration Date: 2022-Jul-19

Registration Status: Current

Expiry Date: 2024-Jul-19 23:59:59

Issued in Calgary Judicial Centre

Court File Number is 2201-07685

Judgment Date is 2022-May-06

This Writ was issued on 2022-Jul-07

Type of Judgment is Other

Original Judgment Amount: \$18,351.53

Costs Are: \$200.00

Post Judgment Interest: \$0.00

Current Amount Owing: \$18,551.53

Exact Match on: Debtor No: 1

**Solicitor / Agent**

ATTILA NADORI  
253, 11488 - 24 STREET SE  
CALGARY, AB T2Z 4C9

Phone #: 403 452 4060 Fax #: 403 452 4261

Email: anadori@fletcherlaw.ca

**Debtor(s)**

**Block**

1 MGT MANAGEMENT INC.  
7 CALDWELL POINT  
SYLVAN LAKE, AB T4S 0N4

**Status**

Current

**Creditor(s)**

**Block**

1 AGGREGATE POWER LTD.  
143 DOUGLAS SHORE CLOSE SE  
CALGARY, AB T2Z 2K8

**Status**

Current

*AW*

Search ID #: Z15472665

Email: erin@aggregatepower.ca

*AW*

Search ID #: Z15472665

**Business Debtor Search For:**

MGT MANAGEMENT INC.

Search ID #: Z15472665

Date of Search: 2022-Oct-05

Time of Search: 09:20:33

Registration Number: 22090128627

Registration Type: WRIT OF ENFORCEMENT

Registration Date: 2022-Sep-01

Registration Status: Current

Expiry Date: 2024-Sep-01 23:59:59

Issued in Calgary Judicial Centre

Court File Number is 2201-09981

Judgment Date is 2022-Aug-22

This Writ was issued on 2022-Aug-22

Type of Judgment is Other

Original Judgment Amount: \$11,137.35

Costs Are: \$223.69

Post Judgment Interest: \$0.00

Current Amount Owing: \$11,361.04

Exact Match on: Debtor No: 1

**Solicitor / Agent**

BISON CREDIT SOLUTIONS  
5 - 3402 - 8TH ST SE  
CALGARY, AB T2G 5S7

Phone #: 403 263 7670

Fax #: 403 263 7623

Reference #: 72605

Email: SUE.SEAMANS@BISONCREDIT.COM

**Debtor(s)**

**Block**

**Status**  
Current

1 MGT MANAGEMENT INC  
100014 HWY 734  
SYLVAN LAKE, AB T0M 0M0

**Block**

**Status**  
Current

2 MGT LIMESTONE PRODUCTS  
100014 HWY 734  
SYLVAN LAKE, AB T0M 0M0

*AW*

Search ID #: Z15472665

**Creditor(s)**

**Block**

**Status**

1 GR PETROLOGY CONSULTANTS INC  
5 - 3402 - 8TH ST SE  
CALGARY, AB T2G 5S7  
Email: SUE.SEAMANS@BISONCREDIT.COM

Current

**Particulars**

**Block**

**Additional Information**

**Status**

1 MGT MANAGEMENT INC OPERATING AS MGT LIMESTONE PRODUCTS

Current

Result Complete

*MW*

# EXHIBIT "M"

**This is Exhibit "M" referred to in the  
Affidavit of Natalia Naraine Sworn  
before me this 21st  
day of November, 2022.**



**A Commissioner for Oaths in  
and for the Province of Alberta**

Melanie Cheddi  
Barrister & Solicitor





Search ID #: Z15472667

Transmitting Party

MCMILLAN LLP

1700, 421 - 7TH AVENUE SW  
CALGARY, AB T2P 4K9

Party Code: 60001912  
Phone #: 403 231 8378  
Reference #: 289096

Search ID #: Z15472667

Date of Search: 2022-Oct-05

Time of Search: 09:21:01

**Business Debtor Search For:**

MGT AGGREGATE PRODUCTS INC.

Exact Result(s) Only Found

**NOTE:**

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



*MW*

Search ID #: Z15472667

**Business Debtor Search For:**

MGT AGGREGATE PRODUCTS INC.

Search ID #: Z15472667

Date of Search: 2022-Oct-05

Time of Search: 09:21:01

Registration Number: 16021006695

Registration Date: 2016-Feb-10

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2026-Feb-10 23:59:59

Exact Match on: Debtor No: 1

**Amendments to Registration**

21010817602	Renewal	2021-Jan-08
22060832284	Amendment	2022-Jun-08

**Debtor(s)**

**Block**

1 MGT AGGREGATE PRODUCTS INC.  
52 ROZIER CLOSE  
SYLVAN LAKE, AB T4S 0B7

**Status**

Current

**Secured Party / Parties**

**Block**

1 ROYAL BANK OF CANADA  
36 YORK MILLS ROAD, 4TH FLOOR  
TORONTO, ON M2P 0A4

**Status**

Deleted by  
22060832284

**Block**

2 ROYAL BANK OF CANADA  
36 YORK MILLS ROAD, 4TH FLOOR  
TORONTO, ON M2P 0A4  
Email: torbscpr@rbc.com

**Status**

Current by  
22060832284

**Collateral: Serial Number Goods**

<b><u>Block</u></b>	<b><u>Serial Number</u></b>	<b><u>Year</u></b>	<b><u>Make and Model</u></b>	<b><u>Category</u></b>	<b><u>Status</u></b>
1	KMTHM011P29003586	2014	Komatsu HM300-3	MV - Motor Vehicle	Current By 22060832284

*MW*

Search ID #: Z15472667

2	KMTPC241H54A25799	2015	Komatsu PC290LC-10	MV - Motor Vehicle	Current By 22060832284
3	1M2AA13Y4NW019059	1992	Mack CH613 Day Cab	MV - Motor Vehicle	Current By 22060832284
4	KMTWA105VGA073272	2017	Komatsu WA200PZ-6 Wheel L	MV - Motor Vehicle	Current By 22060832284
5	1N6AA08B36N569525	2006	Nissan Titan LE Ext	MV - Motor Vehicle	Current By 22060832284
6	1GTEK19T4XE5463674	1999	GMC Sierra 1500 SLE	MV - Motor Vehicle	Current By 22060832284
7	1N6AA0EC4CN322552	2012	Nissan Titan SL Pickup	MV - Motor Vehicle	Current By 22060832284
8	5AEA11512DH000107	2012	Allmand Bros Artic 20KW	MV - Motor Vehicle	Current By 22060832284

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
1	ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY	Current
2	SN: 18 - 2008 Speedaire 30-Gal Air Compressor - Honda GX390 engine SN: AL408-878 - 2008 Terex AL4000 S/A Light Tower - ST205/75D15, Kubota 12KW engine SN: 10090913 - Frost Fighter ICE IDF-350-II Heater - furnace oil SN: 620868 - 2013 Wacker Neuson HI400 HD D Heater SN: 6325-65 - 2004 CEC Roadrunner 5X12 Track Screener SN: C02RN78YG8WP - Apple MacBook Pro Laptop SN: LJ080312Q - Miller Trailblazer 302 Welder SN: 1220GR - 48" Hydraulic Excavator Shovel Bucket - to fit Komatsu 290 2005 John Deere 824J Wheel Loader Xcentric XR-30 Hydraulic Vibrating Excavator Ripper - to fit Komatsu PC290	Current By 22060832284

Search ID #: Z15472667

**Business Debtor Search For:**

MGT AGGREGATE PRODUCTS INC.

Search ID #: Z15472667

Date of Search: 2022-Oct-05

Time of Search: 09:21:01

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Registration Number: 20121716784

Registration Date: 2020-Dec-17

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2025-Dec-17 23:59:59

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Exact Match on: Debtor No: 1

Exact Match on: Debtor No: 2

Exact Match on: Debtor No: 5

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**Amendments to Registration**

21030221197

Amendment

2021-Mar-02

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**Debtor(s)**

**Block**

1 MGT AGGREGATE PRODUCTS INC.  
7 CALDWELL POINT  
SYLVAN LAKE, AB T4S 0N4

**Status**  
Current

**Block**

2 MGT AGGREGATE PRODUCTS INC.  
100014 HIGHWAY 734  
CAROLINE, AB T0M 0M0

**Status**  
Current

**Block**

3 MGT MANAGEMENT INC.  
7 CALDWELL POINT  
SYLVAN LAKE, AB T4S 0N4

**Status**  
Current

**Block**

4 MGT MANAGEMENT INC.  
100014 HIGHWAY 734  
CAROLINE, AB T0M 0M0

**Status**  
Current

---

*AMW*

Search ID #: Z15472667

**Block**

5 MGT AGGREGATE PRODUCTS INC.  
100014 HIGHWAY 734  
CLEARWATER COUNTY, AB T0M 0M0

**Status**  
Current

**Block**

6 MGT MANAGEMENT INC.  
100014 HIGHWAY 734  
CLEARWATER COUNTY, AB T0M 0M0

**Status**  
Current

**Secured Party / Parties**

**Block**

1 ACCORD SMALL BUSINESS LEASING CORP  
305 - 889 HARBOURSIDE DRIVE  
NORTH VANCOUVER, BC V7P 3S1  
Phone #: 604 982 3010 Fax #: 888 835 9757  
Email: funding@accordfinancial.net

**Status**  
Current

**Collateral: Serial Number Goods**

<b><u>Block</u></b>	<b><u>Serial Number</u></b>	<b><u>Year</u></b>	<b><u>Make and Model</u></b>	<b><u>Category</u></b>	<b><u>Status</u></b>
1	DM65X24300	1995	BARBER GREENE DM65	MV - Motor Vehicle	Current
2	DM65X24300	2019	BARBER GREENE DM65	MV - Motor Vehicle	Current
3	NTTV65VSISKR0R120	2014	TRIO TV65	MV - Motor Vehicle	Current
4	NTTV65VSISKR0R120	2020	TRIO TV65	MV - Motor Vehicle	Current
5	84221	2015	MCCLOSKEY ST80F	MV - Motor Vehicle	Current
6	85101	2016	MCCLOSKEY ST80	MV - Motor Vehicle	Current
7	ES1003	2015	TYALTA ST60	MV - Motor Vehicle	Current
8	ES1006	2015	TYALTA ST60	MV - Motor Vehicle	Current
9	ES1005	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
10	ES1004	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
11	81238	2012	MCCLOSKEY S190	MV - Motor Vehicle	Current
12	ES1002	2015	MCCLOSKEY S190	MV - Motor Vehicle	Current
13	81239	2012	MCCLOSKEY S190	MV - Motor Vehicle	Current
14	ES1001	2015	MCCLOSKEY S190	MV - Motor Vehicle	Current
15	EF1005	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
16	EC1006	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current

*MW*

Search ID #: Z15472667

17	EC1007	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
18	EC1011	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
19	EC1009	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
20	EC1010	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
21	EC1008	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
22	EC1012	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
23	EC1013	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
24	EC1014	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
25	EC1016	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
26	EC1015	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
27	EC1017	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
28	EC1018	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
29	EC1019	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
30	PD1020	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
31	DC24X80	2000	TYALTA 24" X 80'	MV - Motor Vehicle	Current By 21030221197
32	DD24X40	2000	TYALTA 24" X 40'	MV - Motor Vehicle	Current By 21030221197
33	DC24X25	2000	TYALTA 24" X 25'	MV - Motor Vehicle	Current By 21030221197

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
1	PURSUANT TO LEASE AGREEMENT 107340, ALL PRESENT AND FUTURE EQUIPMENT ENCOMPASSED BY LEASE AGREEMENT 107340, INCLUDING BUT NOT LIMITED TO, THE SERIALIZED COLLATERAL SET OUT WITHIN THIS REGISTRATION, AS WELL AS NON-SERIALIZED MODULAR SHELTER(BUILDING COMPONENTS) TOGETHER WITH ALL 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 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 OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL.	Current

*MW*

Search ID #: Z15472667

**Business Debtor Search For:**

MGT AGGREGATE PRODUCTS INC.

Search ID #: Z15472667

Date of Search: 2022-Oct-05

Time of Search: 09:21:01

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Registration Number: 20121717589

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Dec-17

Registration Status: Current

Expiry Date: 2025-Dec-17 23:59:59

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Exact Match on: Debtor No: 1

Exact Match on: Debtor No: 2

Exact Match on: Debtor No: 3

---

**Amendments to Registration**

21030221337

Amendment

2021-Mar-02

---

**Debtor(s)**

**Block**

**Status**

1 MGT AGGREGATE PRODUCTS INC.  
7 CALDWELL POINT  
SYLVAN LAKE, AB T4S 0N4

Current

**Block**

**Status**

2 MGT AGGREGATE PRODUCTS INC.  
100014 HWY 734  
CAROLINE, AB T0M 0M0

Current

**Block**

**Status**

3 MGT AGGREGATE PRODUCTS INC.  
100014 HWY 734  
CLEARWATER COUNTY, AB T0M 0M0

Current

**Secured Party / Parties**

**Block**

**Status**

1 ACCORD SMALL BUSINESS FINANCE CORP  
305 - 889 HARBOURSIDE DRIVE  
NORTH VANCOUVER, BC V7P 3S1  
Phone #: 604 982 3010 Fax #: 888 835 9757  
Email: funding@accordfinancial.net

Current



Search ID #: Z15472667

<b><u>Block</u></b>		<b><u>Status</u></b>
		Current
2	ACCORD SMALL BUSINESS LEASING CORP 305 - 889 HARBOURSIDE DRIVE NORTH VANCOUVER, BC V7P 3S1 Phone #: 604 982 3010      Fax #: 888 835 9757 Email: funding@accordfinancial.net	

<b><u>Block</u></b>		<b><u>Status</u></b>
		Current
3	VARION CAPITAL CORP. DBA ACCORD FINANCIAL 305 - 889 HARBOURSIDE DRIVE NORTH VANCOUVER, BC V7P 3S1 Phone #: 604 982 3010      Fax #: 888 835 9757 Email: funding@accordfinancial.net	

**Collateral: Serial Number Goods**

<b><u>Block</u></b>	<b><u>Serial Number</u></b>	<b><u>Year</u></b>	<b><u>Make and Model</u></b>	<b><u>Category</u></b>	<b><u>Status</u></b>
1	DM65X24300	1995	BARBER GREENE DM65	MV - Motor Vehicle	Current
2	DM65X24300	2019	BARBER GREENE DM65	MV - Motor Vehicle	Current
3	NTTV65VSISKR0R120	2014	TRIO TV65	MV - Motor Vehicle	Current
4	NTTV65VSISKR0R120	2020	TRIO TV65	MV - Motor Vehicle	Current
5	84221	2015	MCCLOSKEY ST80F	MV - Motor Vehicle	Current
6	85101	2016	MCCLOSKEY ST80	MV - Motor Vehicle	Current
7	ES1003	2015	TYALTA ST60	MV - Motor Vehicle	Current
8	ES1006	2015	TYALTA ST60	MV - Motor Vehicle	Current
9	ES1005	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
10	ES1004	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
11	81238	2012	MCCLOSKEY S190	MV - Motor Vehicle	Current
12	ES1002	2015	MCCLOSKEY S190	MV - Motor Vehicle	Current
13	81239	2012	MCCLOSKEY S190	MV - Motor Vehicle	Current
14	ES1001	2015	MCCLOSKEY S190	MV - Motor Vehicle	Current
15	EF1005	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
16	EC1006	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
17	EC1007	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
18	EC1011	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current

*AW*



Search ID #: Z15472667

19	EC1009	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
20	EC1010	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
21	EC1008	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
22	EC1012	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
23	EC1013	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
24	EC1014	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
25	EC1016	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
26	EC1015	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
27	EC1017	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
28	EC1018	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
29	EC1019	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
30	PD1020	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
31	DC24X80	2000	TYALTA 24" X 80'	MV - Motor Vehicle	Current By 21030221337
32	DD24X40	2000	TYALTA 24" X 40'	MV - Motor Vehicle	Current By 21030221337
33	DC24X25	2000	TYALTA 24" X 25'	MV - Motor Vehicle	Current By 21030221337

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
1	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR (AS THOSE TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) AND AN UNCRYSTALLIZED FLOATING CHARGE ON LAND, AS ENCOMPASSED BY GENERAL SECURITY AGREEMENT DATED DECEMBER 11,2020, AND WITHOUT LIMITING THE GENERAL SECURITY INTEREST SET OUT IN THE FOREGOING, A SPECIFIC SECURITY INTEREST, WHICH INCLUDES, BUT IS NOT LIMITED TO, THE SERIALIZED COLLATERAL WITHIN THIS REGISTRATION TOGETHER WITH ALL 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 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 OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL.	Current

*MW*

Search ID #: Z15472667

**Business Debtor Search For:**

MGT AGGREGATE PRODUCTS INC.

Search ID #: Z15472667

Date of Search: 2022-Oct-05

Time of Search: 09:21:01

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Registration Number: 22011415018

Registration Date: 2022-Jan-14

Registration Type: WRIT OF ENFORCEMENT

Registration Status: Current

Expiry Date: 2024-Jan-14 23:59:59

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Issued in Edmonton Judicial Centre

Court File Number is 2203 00472

Judgment Date is 2022-Jan-13

This Writ was issued on 2022-Jan-14

Type of Judgment is Other

Original Judgment Amount: \$44,587.32

Post Judgment Interest: \$0.00

Costs Are: \$0.00

Current Amount Owing: \$44,587.32

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Exact Match on: Debtor No: 1

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**Solicitor / Agent**

STERLING CREDIT ADJUSTORS INC.

705, 5241 CALGARY TRAIL

EDMONTON, AB T6H 4G8

Phone #: 780 450 7254

Fax #: 780 422 0739

Email: CRAIG@STERLINGCREDIT.CA

**Debtor(s)**

**Block**

1 MGT AGGREGATE PRODUCTS INC.  
201, 110 PELICAN PLACE  
SYLVAN LAKE, AB T4S 1K2

**Status**

Current

**Creditor(s)**

**Block**

1 PRONGHORN CONTROLS LTD.  
C/O 705, 5241 CALGARY TRAIL  
EDMONTON, AB T6H 5G8

**Status**

Current

*AW*

Search ID #: Z15472667

Email: CRAIG@STERLINGCREDIT.CA

Result Complete

*MW*

# EXHIBIT "N"

This is Exhibit "N" referred to in the  
Affidavit of Natalia Naraine Sworn  
before me this 21st  
day of November, 2022.



A Commissioner for Oaths in  
and for the Province of Alberta

Melanie Cheddi  
Barrister & Solicitor





Reply to the Attention of: Kourtney Rylands  
Direct Line: 403.355.3326  
Email Address: kourtney.rylands@mcmillan.ca  
Our File No.: 289096  
Date: March 4, 2022

**DELIVERED BY REGISTERED MAIL**

MGT Management Inc.  
c/o LLF Lawyers LLP  
332 Aylmer Street N.  
Peterborough, Ontario K9J 7H4

Dear Sir/Madam,

**Re: Loan Agreement dated July 2, 2021 and any amendments thereto and Visa Agreement dated July 7, 2015 (collectively, the "Loan Agreements") between MGT Management Inc. (the "Borrower") and Royal Bank of Canada (the "Bank")**

We are counsel for the Bank with respect to the above-referenced matter.

The Borrower is in default under the Loan Agreements by reason of, among other things, its failure to pay all sums of money when due and borrowing in excess of the credit facilities provided by the Loan Agreements.

On behalf of the Bank, we hereby demand payment by the Borrower of all amounts outstanding under the Loan Agreements, along with any additional amounts for which the Borrower may become liable from time to time, under the Loan Agreements or any personal deposit account agreement between the Bank and the Borrower.

In particular, we hereby demand payment of \$1,036,461.90 on account of principal and interest outstanding under the Loan Agreements as at March 3, 2022, which is due and payable in full, together with additional accrued and unpaid interest, fees, costs, expenses, and any other indebtedness under or in connection with the Loan Agreements. Interest will continue to accrue on the outstanding amounts in accordance with the Loan Agreements.

As security for the indebtedness and liabilities of the Borrower under the Loan Agreements, the Bank holds certain security including, without limitation, the security set out in Schedule "A" hereto (the "**Security**"). On behalf of the Bank, we hereby declare that all of the obligations of the Borrower to the Bank pursuant to the Security are now immediately due and payable.

Please be advised that, if payment or arrangements satisfactory to the Bank for payment are not made forthwith, the Bank will take such further steps as it deems necessary to recover the outstanding amounts owing to the Bank. Those steps may include the enforcement of the Security or the appointment of a receiver.

We enclose herewith a Notice of Intention to Enforce Security addressed to the Borrower and issued pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act* (the "**Notice**"). We also enclose herewith Consent to the Bank enforcing the Security prior to the expiry of the 10-day period referred to in the Notice. On behalf of the Bank, we hereby request that the Borrower execute the Consent and return it to the attention of the undersigned at the Borrower's earliest convenience. The Bank reserves its rights to proceed with the enforcement of the Security at any time prior to the time period specified in the enclosed Notice in those circumstances where such earlier enforcement may be permitted by law.

**We also note that effective immediately the Borrower's access to the RBC Express electronic banking service will be terminated. We also confirm that the Borrower is not entitled to borrow in excess of the amounts provided for in the Loan Agreements. All payments made by the Borrower must be done on a pre-funded basis. All payments made by the Borrower in excess of the amounts provided for in the Loan Agreements will be returned by the Bank if there are insufficient funds in the Borrower's account to make such payment.**

Yours truly,



Kourtney Rylands

Encl.

**SCHEDULE "A"**  
**SECURITY**

1. General Security Agreement between Royal Bank of Canada and MGT Management Inc. dated November 17, 2014;
2. General Security Agreement between Royal Bank of Canada and MGT Management Inc. dated April 11, 2018;
3. Security Agreement (Chattel Mortgage) between Royal Bank of Canada and MGT Management Inc. dated September 13, 2018;
4. Guarantee and Postponement of Claim in the amount of \$1,725,000.00 executed by MGT Aggregate Products Inc. in favour of Royal Bank of Canada signed May 15, 2017;
5. General Security Agreement between Royal Bank of Canada and MGT Aggregate Products Inc. dated February 18, 2016;
6. Guarantee and Postponement of Claim in the amount of \$897,375.00 executed by Michael Tomlinson in favour of Royal Bank of Canada signed April 10, 2015; and
7. Guarantee and Postponement of Claim in the amount of \$320,000.00 executed by Michael Tomlinson in favour of Royal Bank of Canada signed February 18, 2016.

*MW*

E168

*MW*





Reply to the Attention of: Kourtney Rylands  
 Direct Line: 403.355.3326  
 Email Address: kourtney.rylands@mcmillan.ca  
 Our File No.: 289096  
 Date: March 4, 2022

**DELIVERED BY REGISTERED MAIL**

MGT Aggregate Products Inc.  
 201-110 Pelican Place  
 Sylvan Lake, Alberta T4S 1K2

Dear Sir/Madam,

**Re: Guarantee and Postponement of Claim of MGT Management Inc. (the "Borrower") granted by MGT Aggregate Products Inc. up to the maximum principal amount of \$1,725,000.00 signed May 15, 2017 (the "Guarantee") in favour of Royal Bank of Canada (the "Bank")**

We are counsel for the Bank with respect to the above-referenced matter.

Pursuant to the Guarantee, you promised to pay the Bank on its demand, all debts, liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by the Borrower up to the maximum principal amount of \$1,725,000.00.

Enclosed is a copy of our demand letter issued to the Borrower (the "**Borrower Demand**") demanding payment of all amounts owing by the Borrower to the Bank pursuant to the loan agreements between the Borrower and the Bank (collectively, the "**Loan Agreements**") as further set out in the enclosed Borrower Demand. As you will note from the enclosed letter, the amount owing to the Bank under the Loan Agreements as at March 3, 2022 is \$1,036,461.90 together with additional accrued and unpaid interest, fees, costs, expenses, and all other amounts payable under or in connection with the Loan Agreements.

Accordingly, on behalf of the Bank, we hereby demand payment by you of \$1,036,461.90, together with interest, legal costs and all other amounts payable under the Guarantee.

We enclose herewith a Notice of Intention to Enforce Security addressed to you and issued pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act* (the "**Notice**"). The Bank reserves its rights to proceed with the enforcement of the Security at any time prior to the time specified in the enclosed Notice in those circumstances where such earlier enforcement may be permitted by law. We also enclose herewith Consent to the Bank enforcing the Security prior to the expiry of the 10-day period referred to in the Notice. On

behalf of the Bank, we hereby request that you execute the Consent and return it to the attention of the undersigned at your earliest convenience. The Bank reserves its rights to proceed with the enforcement of the Security at any time prior to the time period specified in the enclosed Notice in those circumstances where such earlier enforcement may be permitted by law.

Please be advised that, if payment or arrangements satisfactory to the Bank for payment are not made forthwith, the Bank will take such further steps as it deems necessary to recover the amounts outstanding under the Loan Agreements and the Guarantee, including the enforcement of the Security.

Yours truly,



Kourtney Rylands

Encl.



**SCHEDULE "A"**  
**SECURITY**

1. General Security Agreement between Royal Bank of Canada and MGT Aggregate Products Inc. dated February 18, 2016.

E172

AW



Reply to the Attention of: Kourtney Rylands  
 Direct Line: 403.355.3326  
 Email Address: kourtney.rylands@mcmillan.ca  
 Our File No.: 289096  
 Date: March 4, 2022

**DELIVERED BY REGISTERED MAIL**

Michael Tomlinson  
 52 Rozler Close  
 Sylvan Lake, Alberta T4S 0B7

Dear Sir/Madam,

**Re: Guarantee and Postponement of Claim of MGT Management Inc. (the "Borrower") granted by Michael Tomlinson up to the maximum principal amount of \$897,375.00 signed April 10, 2015 and Guarantee and Postponement of Claim of the Borrower granted by Michael Tomlinson up to the maximum principal amount of \$320,000.00 signed February 18, 2016 (collectively, the "Guarantees") in favour of Royal Bank of Canada (the "Bank")**

We are counsel for the Bank with respect to the above-referenced matter.

Pursuant to the Guarantees, you promised to pay the Bank on its demand, all debts, liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by the Borrower up to the maximum principal amount of \$1,217,375.00.

Enclosed is a copy of our demand letter issued to the Borrower (the "**Borrower Demand**") demanding payment of all amounts owing by the Borrower to the Bank pursuant to the loan agreements between the Borrower and the Bank (collectively, the "**Loan Agreements**") as further set out in the enclosed Borrower Demand. As you will note from the enclosed letter, the amount owing to the Bank under the Loan Agreements as at March 3, 2022 is \$1,036,461.90 together with additional accrued and unpaid interest, fees, costs, expenses, and all other amounts payable under or in connection with the Loan Agreements.

Accordingly, on behalf of the Bank, we hereby demand payment by you of \$1,036,461.90, together with interest, legal costs and all other amounts payable under the Guarantees.

*AW*

Please be advised that, if payment or arrangements satisfactory to the Bank for payment are not made forthwith, the Bank will take such further steps as it deems necessary to recover the amounts outstanding under the Loan Agreements and the Guarantees.

Yours truly,



Kourtney Rylands

Encl.



# EXHIBIT "O"

This is Exhibit "O" referred to in the  
Affidavit of Natalia Naraine Sworn  
before me this 21st  
day of November, 2022.



A Commissioner for Oaths in  
and for the Province of Alberta

Melanie Cheddi  
Barrister & Solicitor

*AW*



Reply to the Attention of: Kourtney Rylands  
Direct Line: 403.355.3326  
Email Address: kourtney.rylands@mcmillan.ca  
Our File No.: 289058  
Date: March 4, 2022

**DELIVERED BY REGISTERED MAIL**

MGT Aggregate Products Inc.  
201-110 Pelican Place  
Sylvan Lake, Alberta T4S 1K2

Dear Sir/Madam,

**Re: Credit Agreement dated July 2, 2021 (collectively, the "Loan Agreement") between MGT Aggregate Products Inc. (the "Borrower") and Royal Bank of Canada (the "Bank")**

We are counsel for the Bank with respect to the above-referenced matter.

The Borrower is in default under the Loan Agreement by reason of, among other things, its failure to pay all sums of money when due.

On behalf of the Bank, we hereby demand payment by the Borrower of all amounts outstanding under the Loan Agreement, along with any additional amounts for which the Borrower may become liable from time to time, under the Loan Agreement or any personal deposit account agreement between the Bank and the Borrower.

In particular, we hereby demand payment of \$171,062.54 on account of principal and interest outstanding under the Loan Agreement as at March 3, 2022, which is due and payable in full, together with additional accrued and unpaid interest, fees, costs, expenses, and any other indebtedness under or in connection with the Loan Agreement. Interest will continue to accrue on the outstanding amounts in accordance with the Loan Agreement.

As security for the indebtedness and liabilities of the Borrower under the Loan Agreement, the Bank holds certain security including, without limitation, the security set out in Schedule "A" hereto (the "**Security**"). On behalf of the Bank, we hereby declare that all of the obligations of the Borrower to the Bank pursuant to the Security are now immediately due and payable.

Please be advised that, if payment or arrangements satisfactory to the Bank for payment are not made forthwith, the Bank will take such further steps as it deems necessary



to recover the outstanding amounts owing to the Bank. Those steps may include the enforcement of the Security or the appointment of a receiver.

We enclose herewith a Notice of Intention to Enforce Security addressed to the Borrower and issued pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act* (the "Notice"). We also enclose herewith Consent to the Bank enforcing the Security prior to the expiry of the 10-day period referred to in the Notice. On behalf of the Bank, we hereby request that the Borrower execute the Consent and return it to the attention of the undersigned at the Borrower's earliest convenience. The Bank reserves its rights to proceed with the enforcement of the Security at any time prior to the time period specified in the enclosed Notice in those circumstances where such earlier enforcement may be permitted by law.

**We also note that effective immediately the Borrower's access to the RBC Express electronic banking service will be terminated. We also confirm that the Borrower is not entitled to borrow in excess of the amounts provided for in the Loan Agreement. All payments made by the Borrower must be done on a pre-funded basis. All payments made by the Borrower in excess of the amounts provided for in the Loan Agreement will be returned by the Bank if there are insufficient funds in the Borrower's account to make such payment.**

Yours truly,



Kourtney Rylands

Encl.



**SCHEDULE "A"**  
**SECURITY**

1. General Security Agreement between Royal Bank of Canada and MGT Aggregate Products Inc. dated February 18, 2016;
2. Guarantee and Postponement of Claim in the amount of \$650,000.00 executed by MGT Management Inc. in favour of Royal Bank of Canada signed February 24, 2017;
3. General Security Agreement between Royal Bank of Canada and MGT Management Inc. dated November 17, 2014;
4. General Security Agreement between Royal Bank of Canada and MGT Management Inc. dated April 11, 2018;
5. Guarantee and Postponement of Claim in the amount of \$321,533.00 executed by Michael Tomlinson in favour of Royal Bank of Canada signed February 18, 2016; and
6. Guarantee and Postponement of Claim in the amount of \$350,000.00 executed by Michael Tomlinson in favour of Royal Bank of Canada signed February 23, 2017.

E179

*MW*



Reply to the Attention of: Kourtney Rylands  
Direct Line: 403.355.3326  
Email Address: kourtney.rylands@mcmillan.ca  
Our File No.: 289058  
Date: March 4, 2022

**DELIVERED BY REGISTERED MAIL**

MGT Management Inc.  
c/o LLF Lawyers LLP  
332 Aylmer Street N.  
Peterborough, Ontario K9J 7H4

Dear Sir/Madam,

**Re: Guarantee and Postponement of Claim of MGT Aggregate Products Inc. (the "Borrower") granted by MGT Management Inc. up to the maximum principal amount of \$650,000.00 signed February 24, 2017 (the "Guarantee") in favour of Royal Bank of Canada (the "Bank")**

We are counsel for the Bank with respect to the above-referenced matter.

Pursuant to the Guarantee, you promised to pay the Bank on its demand, all debts, liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by the Borrower up to the maximum principal amount of \$650,000.00.

Enclosed is a copy of our demand letter issued to the Borrower (the "**Borrower Demand**") demanding payment of all amounts owing by the Borrower to the Bank pursuant to the loan agreement between the Borrower and the Bank (collectively, the "**Loan Agreement**") as further set out in the enclosed Borrower Demand. As you will note from the enclosed letter, the amount owing to the Bank under the Loan Agreement as at March 3, 2022 is \$171,062.54 together with additional accrued and unpaid interest, fees, costs, expenses, and all other amounts payable under or in connection with the Loan Agreement.

Accordingly, on behalf of the Bank, we hereby demand payment by you of \$171,062.54, together with interest, legal costs and all other amounts payable under the Guarantee.

We enclose herewith a Notice of Intention to Enforce Security addressed to you and issued pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act* (the "**Notice**"). The Bank reserves its rights to proceed with the enforcement of the Security at any time prior to the time specified in the enclosed Notice in those circumstances where such earlier enforcement may be permitted by law. We also enclose herewith Consent to the Bank

enforcing the Security prior to the expiry of the 10-day period referred to in the Notice. On behalf of the Bank, we hereby request that you execute the Consent and return it to the attention of the undersigned at your earliest convenience. The Bank reserves its rights to proceed with the enforcement of the Security at any time prior to the time period specified in the enclosed Notice in those circumstances where such earlier enforcement may be permitted by law.

Please be advised that, if payment or arrangements satisfactory to the Bank for payment are not made forthwith, the Bank will take such further steps as it deems necessary to recover the amounts outstanding under the Loan Agreement and the Guarantee, including the enforcement of the Security.

Yours truly,



Kourtney Rylands

Encl.

AW

**SCHEDULE "A"**  
**SECURITY**

1. General Security Agreement between Royal Bank of Canada and MGT Management Inc. dated November 17, 2014; and
2. General Security Agreement between Royal Bank of Canada and MGT Management Inc. dated April 11, 2018.

*AW*

E183

*AW*

mcmillan

Reply to the Attention of: Kourtney Rylands  
 Direct Line: 403.355.3326  
 Email Address: kourtney.rylands@mcmillan.ca  
 Our File No.: 289058  
 Date: March 4, 2022

**DELIVERED BY REGISTERED MAIL**

Michael Tomlinson  
 52 Rozier Close  
 Sylvan Lake, Alberta T4S 0B7

Dear Sir/Madam,

**Re: Guarantee and Postponement of Claim of MGT Aggregate Products Inc. (the "Borrower") granted by Michael Tomlinson up to the maximum principal amount of \$321,533.00 signed February 18, 2016 and Guarantee and Postponement of Claim of the Borrower granted by Michael Tomlinson up to the maximum principal amount of \$350,000.00 signed February 23, 2017 (collectively, the "Guarantees") in favour of Royal Bank of Canada (the "Bank")**

We are counsel for the Bank with respect to the above-referenced matter.

Pursuant to the Guarantees, you promised to pay the Bank on its demand, all debts, liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by the Borrower up to the maximum principal amount of \$671,533.00.

Enclosed is a copy of our demand letter issued to the Borrower (the "**Borrower Demand**") demanding payment of all amounts owing by the Borrower to the Bank pursuant to the loan agreement between the Borrower and the Bank (collectively, the "**Loan Agreement**") as further set out in the enclosed Borrower Demand. As you will note from the enclosed letter, the amount owing to the Bank under the Loan Agreement as at March 3, 2022 is \$171,062.54 together with additional accrued and unpaid interest, fees, costs, expenses, and all other amounts payable under or in connection with the Loan Agreement.

Accordingly, on behalf of the Bank, we hereby demand payment by you of \$171,062.54, together with interest, legal costs and all other amounts payable under the Guarantees.



mcmillan

E185

March 4, 2022  
Page 2

Please be advised that, if payment or arrangements satisfactory to the Bank for payment are not made forthwith, the Bank will take such further steps as it deems necessary to recover the amounts outstanding under the Loan Agreement and the Guarantees.

Yours truly,



Kourtney Rylands

Encl.



# EXHIBIT "P"

**This is Exhibit "P" referred to in the  
Affidavit of Natalia Naraine Sworn  
before me this 21st  
day of November, 2022.**



**A Commissioner for Oaths in  
and for the Province of Alberta**

Melanie Cheddi  
Barrister & Solicitor

*AW*

**FORBEARANCE AGREEMENT**

This Forbearance Agreement (the "**Agreement**") is made effective as of April 11, 2022 (the "**Effective Date**") among Royal Bank of Canada (the "**Bank**"), MGT Management Inc., MGT Aggregate Products Inc. (together, the "**Borrowers**") and Michael Tomlinson (the "**Personal Guarantor**"), together with the Borrowers, the "**Debtors**").

**RECITALS:**

- A. The Debtors are indebted to the Bank pursuant to the terms of the loan and security documents listed in Schedule "A" hereto (the "**Loan and Security Agreements**");
- B. Events of Default have occurred under the Loan and Security Agreements as a result of, the Borrowers' failure to repay all sums of money when due (the "**Specified Default**");
- C. The Debtors have requested that the Bank forbear from exercising its rights and remedies with respect to the Specified Default in order to permit the Debtors to repay all amounts owing to the Bank in full.
- D. Subject to the terms and conditions herein, the Bank has agreed to forbear from exercising any of its rights and remedies, to the extent only that such rights and remedies are enforceable as a result of the Specified Default.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged by each party, the Bank and the Debtors agree as follows:

1. **Forbearance**

Notwithstanding the occurrence of the Specified Default, the Bank shall not take any steps to enforce its rights and remedies against the Debtors, until the earlier of: (i) July 15, 2022; and (ii) the occurrence of a Termination Event (as defined below) (the "**Forbearance Period**"), to the extent only that such rights and remedies are available to the Bank as a result of the Specified Default.

2. **Termination Events**

Other than as may be consented to in writing by the Bank in its sole discretion, the Debtors agree that the Bank's agreement to forbear from exercising its rights and remedies in respect of the Specified Default shall terminate, without notice to the Debtors, upon the occurrence of any of the following (each, a "**Termination Event**"):

- (a) the occurrence or notice of any default or Event of Default under any of the Loan and Security Agreements, other than the Specified Default;
- (b) any of the Debtors fails to perform or defaults under any of the Covenants of the Debtors set out in this Agreement;

- (c) the receipt by the Bank of a demand letter, notice of seizure or requirement for payment from, or the initiation of any other type of collection or enforcement action against either of the Borrowers by any secured party, lien claimant, other encumbrancer, judgment creditor or a person asserting similar rights in any property, Canada Revenue Agency or any other federal or provincial governmental agency or body;
- (d) the Operator Agreement between Burnco Rock Products Ltd. and MGT Management Inc. dated May 1, 2021 is terminated (the "**Operator Agreement**");
- (e) the purchase order issued by Edco Aggregates Ltd. to MGT Management Inc. is terminated or amended in any way without the prior written consent of the Bank (the "**Edco Purchase Order**");
- (f) the Bank determines, in its sole and absolute discretion, that an adverse change has occurred in the financial or operational affairs of the Borrowers or the Personal Guarantor or the Bank determines that any collateral subject to the Bank's security is in jeopardy.

### 3. Acknowledgements and Consents of the Debtors

The Debtors acknowledge and agree that:

- (a) the Recitals to this Agreement are true and correct and form a part of this Agreement;
- (b) the Loan and Security Agreements are legal, valid, binding, and enforceable in accordance with their terms;
- (c) the Debtors are bound by any and all obligations under the Loan and Security Agreements, as applicable, including but not limited to obligations to provide the Bank with all financial and other reporting documents;
- (d) the Specified Default has occurred and have not been waived by the Bank;
- (e) the Debtors are in receipt of demand letters from the Bank along with Notices of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act*, as applicable, each dated March 4, 2022;
- (f) as at March 28, 2022, the Borrowers are indebted for principal and interest to the Bank as follows:

<b>MGT Management Inc.</b>	<b>MGT Aggregate Products Inc.</b>
\$1,040,244.50	\$171,613.02
(the " <b>Management Principal and Interest</b> ")	(the " <b>Aggregate Principal and Interest</b> ")

(which amounts do not include any Canada Emergency Business Account loans granted to the Borrowers). The Bank has also incurred professional and legal fees on a solicitor and own client basis associated with the Loan and Security Agreements and this Agreement in the amount of \$49,602.54 as at March 31, 2022. Interest, professional and legal fees shall continue to accrue pursuant to the terms of the Loan and Security Agreements and this Agreement until all amounts incurred and borrowings advanced thereunder have been repaid in full (collectively, with the Management Principal and Interest and the Aggregate Principal and Interest, the "**Indebtedness**");

- (g) as a result of the Specified Default, the Bank is entitled to exercise any of its rights and remedies under any of the Loan and Security Agreements and any applicable legislation;
- (h) the Debtors waive any and all defences that they may have to any claims made by the Bank for repayment of the Indebtedness or otherwise, including claims or defences of the Debtors for set-off, assessment or reduction of the Indebtedness or any portion thereof under the Loan and Security Agreements and this Agreement. The Borrowers hereby consent to the appointment of a receiver over all of their assets and undertakings upon the expiry or termination of the Forbearance Period in the form attached hereto as Schedule "B". The Debtors hereby consent to judgment for the Indebtedness in the forms attached hereto as Schedule "C" and Schedule "D" (the "**Consent Orders**"), provided that the Consent Orders shall be held in trust by counsel for the Bank and shall only be filed upon the expiry or termination of the Forbearance Period; and
- (i) this Agreement may be brought to the attention of any court or tribunal should it be necessary for the Bank to commence proceedings to enforce its rights and remedies under the Loan and Security Agreements, this Agreement, the Receivership Order or the Consent Orders.

4. **Covenants of the Debtors**

The Debtors covenant as follows:

- (a) commencing on April 8, 2022, and each Friday thereafter, the Debtors shall provide a report to BDO Canada Limited, as agent for the Bank, regarding the fulfilment of the Edco Purchase Order and all related matters, including the status of the Operator Agreement and the fulfilment of the Borrowers' obligations regarding same;
- (b) the Debtors shall not terminate or amend the terms of the Edco Purchase Order without the prior written consent of the Bank;
- (c) the Debtors shall immediately inform the Bank of any change or alternation to the Edco Purchase Order requested by Edco Aggregates Ltd.;
- (d) the Debtors shall repay the Indebtedness by no later than July 15, 2022;
- (e) all payments made by the Borrowers from their accounts with the Bank must be done on a pre-funded basis. Any payments made by either Borrower in excess of the amounts

contained in such Borrower's account shall be returned by the Bank if there are insufficient funds in the Borrower's account to make such payment;

- (f) the Borrowers shall remit when due and in accordance with legal requirements:
- (i) premiums payable in respect of employment insurance, Canada Pension Plan, Quebec Pension Plan, and income taxes with respect to employees, where applicable, which amounts are secured by deemed trust in favour of the Crown in right of Canada or any province of Canada; and
  - (ii) goods and services or sales taxes payable by the Borrowers or their customers in connection with the sale of goods and services by the Borrowers to such customers;
- (collectively, the "**CRA Payables**");
- (g) the Borrowers shall pay all unpaid CRA Payables which accrued prior to the Effective Date (the "**Accrued CRA Payables**") and commencing on April 30, 2022, and on the last day of each month thereafter, shall make monthly minimum payments of \$10,000.00 to Canada Revenue Agency in respect of same;
- (h) for each month during the Forbearance Period, and for any months prior to the Effective Date, the Borrowers shall, within 5 business days of each month end, provide the Bank with documentation:
- (i) evidencing all such remittances of CRA Payables and Accrued CRA Payables to Canada Revenue Agency;
  - (ii) relating to any audits performed in respect of the Borrowers by Canada Revenue Agency; and
  - (iii) relating to the Goods and Services Tax, Payroll and Corporate Income Tax Accounts of the Borrowers with Canada Revenue Agency;
- (collectively, the "**CRA Disclosure**");
- (i) the Debtors shall indemnify the Bank and hold the Bank harmless from and against, and shall reimburse the Bank for, all actions, suits, costs, losses, charges, fines, damages and expenses of every nature and kind whatsoever which the Bank may suffer or incur in relation to any CRA Payables and Accrued CRA Payables owing by the Borrowers to Canada Revenue Agency;
  - (j) the Debtors shall provide any and all information to the Bank or its agents, immediately upon the request of the Bank or its agents, including but not limited to interim financial statements, monthly cash-flow statements, accounts receivable, accounts payable, and any other reporting requested by the Bank or its agents;

- (k) the Debtors shall cooperate with the Bank or its agents and to take any steps, deliver any documents as may be reasonably requested by the Bank or its agents to comply with its requirements to provide information and review such information with the Bank or its agents;
- (l) the Borrowers shall not create, incur, assume or suffer to exist any liens upon any of their property or assets, including any tax or other liens, and shall not convey, sell, assign, lease, transfer or otherwise dispose of any of their assets without the prior written consent of the Bank;
- (m) the Borrowers shall not sell any assets or property outside of the ordinary course of business without the consent of the Bank;
- (n) the Borrowers shall not repay any shareholder loan or declare or pay any dividends on, or make any other distributions (whether by reduction of capital or otherwise) with respect to any shares of the Borrowers;
- (o) the Debtors shall cooperate with the Bank and to take any steps, deliver any documents and facilitate or authorize any registrations as may be reasonably requested by the Bank to ensure the perfection and priority of the Loan and Security Agreements, the protection and preservation of the collateral subject to such Loan and Security Agreements, and to preserve the rights and interests of the Bank;
- (p) the Borrowers shall permit the Bank or its agents access at all reasonable times, to all premises where any equipment, inventory and other real and personal property of any Borrower is located and allow the Bank or its agents to inspect, appraise and/or conduct environmental site assessments of the equipment, the personal property, the real property, and all related documents and records (each an "Appraisal"); and
- (q) the Debtors shall pay the costs of any Appraisal and all professional fees and legal fees of the Bank on a solicitor and own client basis associated with the Loan and Security Agreements and this Agreement and such fees shall form part of the Indebtedness.

The foregoing are in addition to and not in substitution of the Debtors' obligations under the Loan and Security Agreements.

5. **Effectiveness**

The Bank's offer to forbear from exercising its rights and remedies in respect of the Specified Default shall remain open for acceptance by the Debtors until 5:00 p.m. (Calgary time) on April 19, 2022, and is to be accepted by delivery of:

- (a) a duly executed acceptance of this Agreement by the Debtors;
- (b) duly executed copies of all Schedules attached hereto; and
- (c) copies of all documentation requested from the Debtors by BDO Canada Limited.

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6. **Tolling**

As of the date hereof and for the duration of the Forbearance Period and thereafter until the termination of the tolling arrangements hereof in the manner provided for below, and whether or not demand for payment or a Notice of Intention to Enforce Security has previously been delivered by the Bank, the Bank and the Debtors hereby agree to toll and suspend the running of the applicable statutes of limitations, laches or other doctrines related to the passage of time in relation to the Loan and Security Agreements, any entitlements arising from the Loan and Security Agreements and any other related matters, and each of the parties confirms that this Agreement is intended to be an agreement to suspend or extend the limitation periods as provided by Section 3 of the *Limitations Act* (Alberta) in accordance with the provisions of Section 7(1) of the *Limitations Act* (Alberta) and any contractual time limitation on the commencement of proceedings, any claims or defences based upon such applicable statute of limitations, contractual limitations, or any time-related doctrine including waiver, estoppel or laches.

The tolling provisions set out above will terminate upon either the Bank or the Debtors providing the other party with 60 days written notice of an intention to terminate the tolling provisions hereof, and upon the expiry of such 60 day notice, and any time provided for under the statutes of limitations, laches, or any other doctrine related to the passage of time in relation to the Loan and Security Agreements, and any other related matters, will recommence running as of the effective date of such notice, and for greater certainty the time during which the limitation period is suspended pursuant to the tolling provisions of this Agreement shall not be included in the computation of any limitation period.

7. **Independent Legal Advice**

The Debtors acknowledge that, in executing and delivering this Agreement they have acted and continue to act freely and without duress. The Debtors confirm that they have had the benefit of independent legal advice in connection with the preparation and negotiation of this Agreement.

8. **No Waiver**

For greater certainty, subject to the Forbearance Period, the Bank has not waived the Specified Default or any other existing or future defaults, and nothing in this Agreement, and no delay on the Bank's part in exercising or enforcing any of its rights or remedies shall constitute or be deemed to constitute a waiver of the Specified Default or any other existing or future defaults.

Nothing herein, nor any continuation of credit or other act or omission to act on the part of the Bank, is intended, nor shall be construed, to constitute a waiver of the Specified Default or a waiver of any other defaults or events of default that currently exist (whether known or unknown) or may hereafter arise under the Loan and Security Agreements.

9. **Time of Essence**

Time shall be of the essence of this Agreement in all respects.



10. **Governing Law**

This Agreement shall be governed by the laws of the Province of Alberta and the laws of Canada applicable therein and the parties hereby attorn to the exclusive jurisdiction of the courts of competent jurisdiction in the Province of Alberta.

11. **Counterparts**

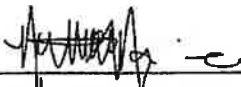
This Agreement may be executed in any number of counterparts and by the undersigned in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page to this Agreement by any of the undersigned by facsimile or "pdf" e-mail transmission shall be effective as delivery of a manually executed copy of this Agreement by such undersigned.

**[Remainder of page left intentionally blank]**


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

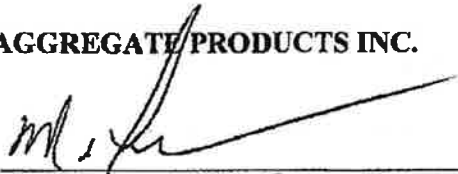
**ROYAL BANK OF CANADA**


  
\_\_\_\_\_  
Name: Natalia Naraine  
Title: Manager, Special Loans and Advisory Services

**MGT MANAGEMENT INC.**

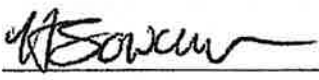
By:   
\_\_\_\_\_  
Name: Michael Tomlinson  
Title: President  
I have authority to bind the corporation

**MGT AGGREGATE PRODUCTS INC.**

By:   
\_\_\_\_\_  
Name: Michael Tomlinson  
Title: President  
I have authority to bind the corporation

  
\_\_\_\_\_  
Michael Tomlinson

As to Michael Tomlinson's signature:

By:   
\_\_\_\_\_  
Name: Harry W. Sawchuk (witness)



**SCHEDULE "A"****LOAN AND SECURITY AGREEMENTS**

1. Amended and Restated Loan Agreement between Royal Bank of Canada and MGT Management Inc. dated May 10, 2017 and accepted on May 15, 2017;
2. Loan Amendment Agreement between Royal Bank of Canada and MGT Management Inc. dated June 30, 2020 and accepted on July 3, 2019;
3. Amended and Restated Loan Agreement between Royal Bank of Canada and MGT Management Inc. dated July 2, 2021 and accepted on July 8, 2021;
4. Loan Amendment Agreement between Royal Bank of Canada and MGT Management Inc. dated August 10, 2021 and accepted on August 13, 2021;
5. Visa Agreement between Royal Bank of Canada and MGT Management Inc. dated July 7, 2015;
6. General Security Agreement between Royal Bank of Canada and MGT Management Inc. dated November 17, 2014;
7. General Security Agreement between Royal Bank of Canada and MGT Management Inc. dated April 11, 2018;
8. Security Agreement (Chattel Mortgage) between Royal Bank of Canada and MGT Management Inc. dated September 13, 2018;
9. Mortgage between the Bank and Michael George Tomlinson in the principal amount of \$100,000.00 dated September 28, 2018;
10. Guarantee and Postponement of Claim in the amount of \$897,375.00 executed by Michael Tomlinson in favour of Royal Bank of Canada signed April 10, 2015;
11. Guarantee and Postponement of Claim in the amount of \$320,000.00 executed by Michael Tomlinson in favour of Royal Bank of Canada signed February 18, 2016;
12. Guarantee and Postponement of Claim in the amount of \$1,725,000.00 executed by MGT Aggregate Products Inc. in favour of Royal Bank of Canada signed May 15, 2017;
13. Postponement and Assignment of Claim executed by Michael Tomlinson in favour of Royal Bank of Canada signed April 10, 2015; and
14. Postponement and Assignment of Claim executed by Alcedio Capital Inc. in favour of Royal Bank of Canada signed July 8, 2021.
15. Credit Agreement between Royal Bank of Canada and MGT Aggregate Products Inc. dated July 2, 2021 and accepted on July 8, 2021;

16. General Security Agreement between Royal Bank of Canada and MGT Aggregate Products Inc. dated February 18, 2016;
17. Guarantee and Postponement of Claim in the amount of \$321,533.00 executed by Michael Tomlinson in favour of Royal Bank of Canada signed February 18, 2016;
18. Guarantee and Postponement of Claim in the amount of \$350,000.00 executed by Michael Tomlinson in favour of Royal Bank of Canada signed February 23, 2017;
19. Guarantee and Postponement of Claim in the amount of \$650,000.00 executed by MGT Management Inc. in favour of Royal Bank of Canada signed February 24, 2017;
20. Postponement and Assignment of Claim executed by Michael Tomlinson in favour of Royal Bank of Canada signed February 18, 2016;
21. Postponement and Assignment of Claim executed by Alcedio Capital Inc. in favour of Royal Bank of Canada signed July 7, 2021; and
22. Postponement and Assignment of Claim executed by CTSA Holdings Inc. in favour of Royal Bank of Canada signed July 8, 2021.

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**FORBEARANCE AGREEMENT**

This Forbearance Extension Agreement (the “**Agreement**”) is made effective as of July 6, 2022 (the “**Effective Date**”) among Royal Bank of Canada (the “**Bank**”), MGT Management Inc., MGT Aggregate Products Inc. (together, the “**Borrowers**”) and Michael Tomlinson (the “**Personal Guarantor**”, together with the Borrowers, the “**Debtors**”).

**RECITALS:**

- A. Events of Default have occurred under the Loan and Security Agreements as a result of the Borrowers’ failure to repay all sums of money when due (the “**Specified Default**”);
- B. The Bank and the Debtors subsequently executed a forbearance agreement dated April 11, 2022 (the “**Existing Forbearance Agreement**” together with this Agreement, the “**Forbearance Agreement**”) in which the Bank agreed to forbear from enforcing its rights and remedies on account of the Specified Default;
- C. Subsequent Termination Events have occurred under the terms of the Existing Forbearance Agreement as a result of the delay of the start date of the purchase order issued by Edco Aggregates Ltd. to MGT Management Inc., which constitutes an amendment of such agreement without the prior written consent of the Bank (the “**Subsequent Default**”);
- D. The Debtors have requested that the Bank continue to forbear from exercising its rights and remedies with respect to the Specified Default and the Subsequent Default and have requested that the Bank provide additional time in order to permit the Debtors to repay all amounts owing to the Bank in full;
- E. Subject to the terms and conditions herein, the Bank has agreed to amend the Existing Forbearance Agreement and to continue to forbear from exercising any of its rights and remedies, to the extent only that such rights and remedies are enforceable as a result of the Specified Default and the Subsequent Default; and
- F. Capitalized terms not otherwise defined shall have the meaning given to them in the Existing Forbearance Agreement.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged by each party, the Bank and the Debtors agree as follows:

1. **Forbearance**

Paragraph 1 of the Existing Forbearance Agreement is amended by deleting “July 15, 2022” and replacing it with “September 30, 2022”.

## 2. Termination Events

Paragraph 2 of the Existing Forbearance Agreement is deleted in its entirety and replaced with the following:

“Other than as may be consented to in writing by the Bank in its sole discretion, the Debtors agree that the Bank’s agreement to forbear from exercising its rights and remedies in respect of the Specified Default and the Subsequent Default shall terminate, without notice to the Debtors, upon the occurrence of any of the following (each, a “**Termination Event**”):

- (a) the occurrence or notice of any default or Event of Default under any of the Loan and Security Agreements, other than the Specified Default and the Subsequent Default;
- (b) any of the Debtors fails to perform or defaults under any of the Covenants of the Debtors set out in this Agreement;
- (c) the receipt by the Bank of a demand letter, notice of seizure or requirement for payment from, or the initiation of any other type of collection or enforcement action against either of the Borrowers by any secured party, lien claimant, other encumbrancer, judgment creditor or a person asserting similar rights in any property, Canada Revenue Agency or any other federal or provincial governmental agency or body;
- (d) the Operator Agreement between Burnco Rock Products Ltd. and MGT Management Inc. dated May 1, 2021 is amended in any way without the prior written consent of the Bank or if such agreement is terminated (the “**Operator Agreement**”);
- (e) the purchase order issued by Edco Aggregates Ltd. to MGT Management Inc. is amended in any way without the prior written consent of the Bank or if such agreement is terminated (the “**Edco Purchase Order**”);
- (f) the Bank determines, in its sole and absolute discretion, that an adverse change has occurred in the financial or operational affairs of the Borrowers or the Personal Guarantor or the Bank determines that any collateral subject to the Bank’s security is in jeopardy.

For the avoidance of doubt, upon the occurrence of a Termination Event the Bank will be immediately entitled to exercise its rights and remedies in relation to the Specified Default and the Subsequent Default, including but not limited to the immediate filing of any of the Consent Orders and the immediate restriction of access to the current accounts of any of the Borrowers.”

## 3. Covenants of the Debtors

Paragraph 4(d) of the Existing Forbearance Agreement is deleted in its entirety and replaced by the following:

- “(d) the Borrowers shall pay to RBC:

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- (i) \$100,000 by no later than July 14, 2022, which shall be applied to the Indebtedness at the discretion of the Bank; and
- (ii) \$300,000 on the earlier of: (1) September 15, 2022; and (2) receipt of the initial deposit pursuant to the terms of the Edco Purchase Order, which shall be applied to the Indebtedness at the discretion of the Bank;”

Paragraph 4(g) of the Existing Forbearance Agreement is deleted in its entirety and replaced with the following:

“(g) MGT Management shall:

- (i) by no later than July 6, 2022, file with the Canada Revenue Agency (“CRA”) evidence of all outstanding CRA Payables (the “CRA Filings”) relating to amounts which accrued prior to the Effective Date and provide evidence of same to the Bank (the “Accrued CRA Payables”);
- (ii) by no later than July 14, 2022, pay \$150,000 to the CRA on account of the Accrued CRA Payables relating to premiums payable in respect of employment insurance, Canada Pension Plan, Quebec Pension Plan, and income taxes with respect to employees, where applicable (the “Source Deductions”), which amounts are secured by deemed trust in favour of the Crown in right of Canada or any province of Canada (the “Source Deduction Payment”). If, based on the CRA Filings or any subsequent decision of CRA:
  - I. the amount owing to CRA by MGT Management on account of Source Deductions is less than \$150,000 (the “Source Deduction Liability”), then the difference between the Source Deduction Payment and the Source Deduction Liability shall be paid to RBC by no later than July 14, 2022. For example, if the Source Deduction Liability in the CRA Filings is \$145,000, the available \$5,000 would be paid to RBC by no later than July 14, 2022, and the payment of such amount would be in addition to any amounts payable to RBC pursuant to the terms of the Forbearance Agreement; or
  - II. the Source Deduction Liability is greater than \$150,000, the difference between the Source Deduction Payment and the Source Deduction Liability shall be paid to CRA by no later than August 15, 2022;”

Paragraph 4 of the Existing Forbearance Agreement is amending by adding the following paragraph 4(r):

“(r) the Borrowers shall complete and submit each of their Annual Financial Statements and corporate tax returns for the year ended 2021, by no later than August 15, 2022.”

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4. **Acknowledgements and Consents of the Debtors**

The Debtors acknowledge and agree that:

- (a) the Recitals to this Agreement are true and correct and form a part of this Agreement;
- (b) all terms, conditions, covenants, representations, warranties, acknowledgements and consents, including but not limited to the Consent Orders, in the Existing Forbearance Agreement not otherwise amended or replaced by this Agreement shall continue in full force and effect;
- (c) the Loan and Security Agreements listed in Schedule "A" hereto are legal, valid, binding, and enforceable in accordance with their terms;
- (d) the Debtors are bound by any and all obligations under the Loan and Security Agreements and the Forbearance Agreement, as applicable, including but not limited to obligations to provide the Bank with all financial and other reporting documents;
- (e) the Specified Default and the Subsequent Default have occurred and have not been waived by the Bank;
- (f) as at July 5, 2022, the Borrowers are indebted for principal and interest to the Bank as follows:

MGT Management Inc.	MGT Aggregate Products Inc.
\$1,056,610.20	\$174,062.31
(the "Management Principal and Interest")	(the "Aggregate Principal and Interest")

(which amounts do not include any Canada Emergency Business Account loans granted to the Borrowers). The Bank has also incurred appraisal fees, professional fees and legal fees on a solicitor and own client basis associated with the Loan and Security Agreements, the Existing Forbearance Agreement and this Agreement in the amount of \$89,365.69 at June 30, 2022. Interest, professional fees and legal fees on a solicitor and own client basis shall continue to accrue pursuant to the terms of the Loan and Security Agreements and the Forbearance Agreement until all amounts incurred and borrowings advanced thereunder have been repaid in full (collectively, with the Management Principal and Interest and the Aggregate Principal and Interest, the "Indebtedness");

- (g) as a result of the Specified Default and the Subsequent Default, the Bank is entitled to exercise any of its rights and remedies under any of the Loan and Security Agreements, the Forbearance Agreement and any applicable legislation; and
- (h) the Forbearance Agreement may be brought to the attention of any court or tribunal should it be necessary for the Bank to commence proceedings to enforce its rights and

remedies under the Loan and Security Agreements, this Agreement, the Receivership Order or the Consent Orders.

5. **Effectiveness**

The Bank's offer to forbear from exercising its rights and remedies in respect of the Specified Default and the Subsequent Default shall remain open for acceptance by the Debtors until 5:00 p.m. (Calgary time) on July 6, 2022, and is to be accepted by delivery of a duly executed acceptance of this Agreement by the Debtors.

6. **Tolling**

As of the date hereof and for the duration of the Forbearance Period and thereafter until the termination of the tolling arrangements hereof in the manner provided for below, and whether or not demand for payment or a Notice of Intention to Enforce Security has previously been delivered by the Bank, the Bank and the Debtors hereby agree to toll and suspend the running of the applicable statutes of limitations, laches or other doctrines related to the passage of time in relation to the Loan and Security Agreements, any entitlements arising from the Loan and Security Agreements and any other related matters, and each of the parties confirms that this Agreement is intended to be an agreement to suspend or extend the limitation periods as provided by Section 3 of the *Limitations Act* (Alberta) in accordance with the provisions of Section 7(1) of the *Limitations Act* (Alberta) and any contractual time limitation on the commencement of proceedings, any claims or defences based upon such applicable statute of limitations, contractual limitations, or any time-related doctrine including waiver, estoppel or laches.

The tolling provisions set out above will terminate upon either the Bank or the Debtors providing the other party with 60 days written notice of an intention to terminate the tolling provisions hereof, and upon the expiry of such 60 day notice, and any time provided for under the statutes of limitations, laches, or any other doctrine related to the passage of time in relation to the Loan and Security Agreements, and any other related matters, will recommence running as of the effective date of such notice, and for greater certainty the time during which the limitation period is suspended pursuant to the tolling provisions of this Agreement shall not be included in the computation of any limitation period.

7. **Independent Legal Advice**

The Debtors acknowledge that, in executing and delivering this Agreement they have acted and continue to act freely and without duress. The Debtors confirm that they have had the benefit of independent legal advice in connection with the preparation and negotiation of this Agreement.

8. **No Waiver**

For greater certainty, subject to the Forbearance Period, the Bank has not waived the Specified Default, the Subsequent Default or any other existing or future defaults, and nothing in this Agreement, and no delay on the Bank's part in exercising or enforcing any of its rights or remedies shall constitute or be deemed to constitute a waiver of the Specified Default, the Subsequent Default, or any other existing or future defaults.

Nothing herein, nor any continuation of credit or other act or omission to act on the part of the Bank, is intended, nor shall be construed, to constitute a waiver of the Specified Default, the Subsequent Default, or a waiver of any other defaults or events of default that currently exist (whether known or unknown) or may hereafter arise under the Loan and Security Agreements.

9. **Time of Essence**

Time shall be of the essence of this Agreement in all respects.

10. **Governing Law**

This Agreement shall be governed by the laws of the Province of Alberta and the laws of Canada applicable therein and the parties hereby attorn to the exclusive jurisdiction of the courts of competent jurisdiction in the Province of Alberta.

11. **Counterparts**

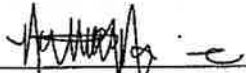
This Agreement may be executed in any number of counterparts and by the undersigned in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page to this Agreement by any of the undersigned by facsimile or "pdf" e-mail transmission shall be effective as delivery of a manually executed copy of this Agreement by such undersigned.

**[Remainder of page left intentionally blank]**


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**IN WITNESS WHEREOF** the Parties have executed this Agreement as of the date first written above.


**ROYAL BANK OF CANADA**

  
\_\_\_\_\_  
Name: Natalia Narpine  
Title: Manager, Special Loans and Advisory Services

**MGT MANAGEMENT INC.**


By:   
\_\_\_\_\_  
Name: Michael Tomlinson  
Title: President  
I have authority to bind the corporation

**MGT AGGREGATE PRODUCTS INC.**

By:   
\_\_\_\_\_  
Name: Michael Tomlinson  
Title: President  
I have authority to bind the corporation

As to Michael Tomlinson's signature:

  
\_\_\_\_\_  
Michael Tomlinson

By:   
Name: Damien Cote (witness)

*AW*

**SCHEDULE "A"****LOAN AND SECURITY AGREEMENTS**

1. Amended and Restated Loan Agreement between Royal Bank of Canada and MGT Management Inc. dated May 10, 2017 and accepted on May 15, 2017;
2. Loan Amendment Agreement between Royal Bank of Canada and MGT Management Inc. dated June 30, 2020 and accepted on July 3, 2019;
3. Amended and Restated Loan Agreement between Royal Bank of Canada and MGT Management Inc. dated July 2, 2021 and accepted on July 8, 2021;
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5. Visa Agreement between Royal Bank of Canada and MGT Management Inc. dated July 7, 2015;
6. General Security Agreement between Royal Bank of Canada and MGT Management Inc. dated November 17, 2014;
7. General Security Agreement between Royal Bank of Canada and MGT Management Inc. dated April 11, 2018;
8. Security Agreement (Chattel Mortgage) between Royal Bank of Canada and MGT Management Inc. dated September 13, 2018;
9. Guarantee and Postponement of Claim in the amount of \$897,375.00 executed by Michael Tomlinson in favour of Royal Bank of Canada signed April 10, 2015;
10. Guarantee and Postponement of Claim in the amount of \$320,000.00 executed by Michael Tomlinson in favour of Royal Bank of Canada signed February 18, 2016;
11. Guarantee and Postponement of Claim in the amount of \$1,725,000.00 executed by MGT Aggregate Products Inc. in favour of Royal Bank of Canada signed May 15, 2017;
12. Postponement and Assignment of Claim executed by Michael Tomlinson in favour of Royal Bank of Canada signed April 10, 2015; and
13. Postponement and Assignment of Claim executed by Alcedio Capital Inc. in favour of Royal Bank of Canada signed July 8, 2021.
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15. General Security Agreement between Royal Bank of Canada and MGT Aggregate Products Inc. dated February 18, 2016;

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16. Guarantee and Postponement of Claim in the amount of \$321,533.00 executed by Michael Tomlinson in favour of Royal Bank of Canada signed February 18, 2016;
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19. Postponement and Assignment of Claim executed by Michael Tomlinson in favour of Royal Bank of Canada signed February 18, 2016;
20. Postponement and Assignment of Claim executed by Alcedio Capital Inc. in favour of Royal Bank of Canada signed July 7, 2021; and
21. Postponement and Assignment of Claim executed by CTSA Holdings Inc. in favour of Royal Bank of Canada signed July 8, 2021.

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Reply Attention of	Kourtney Rylands
Direct Line	403.355.3326
Email Address	kourtney.rylands@mcmillan.ca
Our File No.	289096
Date	July 13, 2022

**DELIVERED BY EMAIL**

MGT Aggregate Products Inc.  
201-110 Pelican Place  
Sylvan Lake, Alberta  
T4S 1K2

MGT Management Inc.  
c/o LLF Lawyers LLP  
332 Aylmer Street N.  
Peterborough, Ontario  
K9J 7H4

Dear Sirs:

**Re: Forbearance Agreement among MGT Management Inc., MGT Aggregate Products Inc. (together, the “Borrowers”) and Michael Tomlinson (the “Personal Guarantor”, together with the Borrowers, the “Debtors”) and Royal Bank of Canada (the “Bank”) dated April 11, 2022 and amended July 6, 2022 (collectively, the “Forbearance Agreement”)**

We are counsel for the Bank with respect to the above-referenced matter. All capitalized terms not otherwise defined shall have the meaning given to them in the Forbearance Agreement. We hereby give you notice that a Termination Event has occurred and is continuing as a consequence of the Borrowers’ failure to make the required filings with respect to the Accrued CRA Payables. The Debtors may cure the Termination Event on the following conditions:

1. The Debtors shall make all required filings on account of the Accrued CRA payables by no later than July 25, 2022, at 5pm and provide evidence of same; and
2. The Debtors shall make the required aggregate payment of \$250,000 under the terms of the Forbearance Agreement by no later than July 14, 2022, at 5pm to counsel for the Debtors to be held in trust by counsel and only released with the consent of the Bank.

Nothing contained in this letter shall confer on the Borrowers or the Personal Guarantor any additional right to notice or cure periods with respect to any Termination Event or Event of Default. The Bank continues to reserve all of its rights and remedies, including those under the Loan Agreements and the Forbearance Agreement.

Yours truly,



Kourtney Rylands  
McMillan LLP



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*M*

Reply to the Attention of: Kourtney Rylands  
 Direct Line: 403.355.3326  
 Email Address: kourtney.rylands@mcmillan.ca  
 Date: July 27, 2022

**EMAIL**

Harry W. Sawchuk  
 Barrister & Solicitor  
 Rowanoak Law Office LLP  
 #201, 110 Pelican Place  
 Sylvan Lake, AB T4S 1K2  
 Email: harry.sawchuk@rowanoaklaw.com

Dear Harry,

**Re: Forbearance Agreement dated April 11, 2022 (the "Existing Forbearance Agreement"), among Royal Bank of Canada ("RBC" or the "Bank"), MGT Management Inc. ("MGT Management"), MGT Aggregate Products Inc. ("MGT Aggregate") and Michael Tomlinson as amended by an Extension Agreement dated July 6, 2022 (the "Extension Agreement" along with the Existing Forbearance Agreement, the "Forbearance Agreement")**

As you know we act as counsel for RBC with respect to the above noted matter. Pursuant to the terms of the Extension Agreement MGT Management is required to repay \$100,000 to the Bank and \$150,000 of the Source Deduction Liability to CRA by July 14, 2022, and any further amounts owing on account of the Source Deduction Liability by August 15, 2022.

As you know on July 20, 2022, MGT Management and MGT Aggregate advised the Bank that the aggregate Source Deduction Liability for both companies has been calculated to be \$254,549.37 (not including late filing interest and penalties). We also acknowledge that you continue to hold in trust the amount of \$250,000 from MGT Management and MGT Aggregate which amount cannot be released without the consent of the Bank (the "**Trust Funds**").

Given the recent discovery that the Source Deduction Liability for both MGT Management and MGT Aggregate is significantly higher than previously estimated by the companies, the Bank directs that the Trust Funds be released on the following conditions:

1. The Trust Funds be released to MGT Management and MGT Aggregate and immediately paid to CRA to reduce the Source Deduction Liability for both MGT Management and MGT Aggregate, with evidence of same to be provided to the Bank within one (1) business day;

2. MGT Management and MGT Aggregate shall immediately pay an additional \$4,549.37 to CRA to permanently repay the Source Deduction Liability for both companies, with evidence of same shall be provided to the Bank within one (1) business day;
3. MGT Management shall pay \$100,000 to RBC by no later than August 15, 2022; and
4. The Bank and the Debtors acknowledge and agree that the contents of this letter amend the terms of the Forbearance Agreement. All other terms and conditions of the Forbearance Agreement remain in full force and effect, including but not limited to the obligations of both MGT Management and MGT Aggregate to make ongoing payments for current source deduction and GST amounts and any interest and penalties which may be assessed by CRA, once such amounts are determined.

Please note your acceptance by signing the acknowledgement noted below.

---

**MGT MANAGEMENT INC.**

---

**MGT AGGREGATE PRODUCTS INC.**

---

**MICHAEL TOMLINSON**

Sincerely,



Kourtney Rylands



# EXHIBIT "Q"

**This is Exhibit "Q" referred to in the  
Affidavit of Natalia Naraine Sworn  
before me this 21st  
day of November, 2022.**

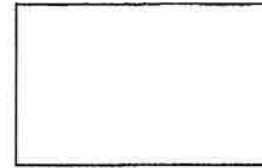


**A Commissioner for Oaths in  
and for the Province of Alberta**

Melanie Cheddi  
Barrister & Solicitor



Clerk's Stamp:



COURT FILE NUMBER

COURT

JUDICIAL CENTRE OF

APPLICANT:

RESPONDENT(S):

DOCUMENT

CONTACT INFORMATION OF

PARTY FILING THIS

DOCUMENT:

COURT OF QUEEN'S BENCH OF ALBERTA

CALGARY

ROYAL BANK OF CANADA

MGT MANAGEMENT INC. and MGT

AGGREGATE PRODUCTS INC.

**CONSENT RECEIVERSHIP ORDER**

**McMillan LLP**

**#1700, 421 - 7<sup>th</sup> Ave SW**

**Calgary, AB T2P 4K9**

**Attention: Kourtney Rylands/Preet Saini**

**Telephone: (403) 35-3326/(403) 531.4716**

**Fax: (403) 531.4720**

**Email: RBCOS@mcmillan.ca**

**File No. 289096**

**DATE ON WHICH JUDGMENT WAS PRONOUNCED:** \_\_\_\_\_

**LOCATION WHERE THIS ORDER WAS PRONOUNCED:** \_\_\_\_\_

**NAME OF JUDGE WHO GRANTED THIS ORDER:** \_\_\_\_\_

*AW*

UPON the application of Royal Bank of Canada ("RBC") in respect of MGT MANAGEMENT INC. and MGT AGGREGATE PRODUCTS INC. (the "Debtors"); AND UPON having read the Application, the Affidavit of \_\_\_\_\_; and the Affidavit of Service of \_\_\_\_\_, filed; AND UPON reading the consent of \_\_\_\_\_ to act as interim receiver and receiver and manager (the "Receiver") of the Debtors, filed; AND UPON noting the consent endorsed hereon of the Debtors; AND UPON hearing counsel for RBC, counsel for the proposed Receiver and any other counsel or other interested parties present; **IT IS HEREBY ORDERED AND DECLARED THAT:**

***SERVICE***

1. The time for service of the notice of application for this order (the "Order") is hereby abridged and deemed good and sufficient.

***APPOINTMENT***

2. Pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the "BIA"), and sections 13(2) of the *Judicature Act*, R.S.A. 2000, c.J-2, 99(a) of the *Business Corporations Act*, R.S.A. 2000, c.B-9, and 65(7) of the *Personal Property Security Act*, R.S.A. 2000, c.P-7 \_\_\_\_\_ is hereby appointed Receiver, without security, of all of the Debtors' current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the "Property").

***RECEIVER'S POWERS***

3. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
  - (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property, which shall include the Receiver's ability to abandon, dispose of or otherwise release any interest in any of the Debtors' real property, or any right in any immovable, and any license or authorization issued by the Alberta Energy Regulator, or any other

similar government authority, in respect of such interest in real property or immoveable, including pursuant to section 14.06(4) of the BIA;

- (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (g) to settle, extend or compromise any indebtedness owing to or by the Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtors;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such

proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in this Order shall authorize the Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court;

- (k) to market any or all the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:
  - (i) without the approval of this Court in respect of any transaction not exceeding \$50,000, provided that the aggregate consideration for all such transactions does not exceed \$100,000; and
  - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,

and in each such case notice under subsection 60(8) of the *Personal Property Security Act*, R.S.A. 2000, c. P-7 or any other similar legislation in any other province or territory shall not be required.

- (m) to apply for any vesting order or other orders (including, without limitation, confidentiality or sealing orders) necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (o) to register a copy of this Order and any other orders in respect of the Property against title to any of the Property, and when submitted by the Receiver for



registration this Order shall be immediately registered by the Registrar of Land Titles of Alberta, or any other similar government authority, notwithstanding Section 191 of the *Land Titles Act*, RSA 2000, c. L-4, or the provisions of any other similar legislation in any other province or territory, and notwithstanding that the appeal period in respect of this Order has not elapsed and the Registrar of Land Titles shall accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtors and not in its personal capacity;

- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and
- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons, including the Debtors, and without interference from any other Person (as defined below).

***DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER***

4. (i) The Debtors, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property

(excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.

5. All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.
6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names, and account numbers that may be required to gain access to the information.

***NO PROCEEDINGS AGAINST THE RECEIVER***

7. No proceeding or enforcement process in any court or tribunal (each, a “**Proceeding**”), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

***NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY***

8. No Proceeding against or in respect of the Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors or the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall: (i) prevent any Person from commencing a proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such proceeding is not commenced before the expiration of the stay provided by this paragraph; and (ii) affect a Regulatory Body’s investigation in respect of the Debtors or an action, suit or proceeding that is taken in respect of the Debtors by or before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body or the Court. “**Regulatory Body**” means a person or body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a Province.

***NO EXERCISE OF RIGHTS OF REMEDIES***

9. All rights and remedies of any Person, whether judicial or extra-judicial, statutory or non-statutory (including, without limitation, set-off rights) against or in respect of the Debtors or the Receiver or affecting the Property are hereby stayed and suspended and shall not be commenced, proceeded with or continued except with leave of this Court, provided, however, that nothing in this Order shall:
- (a) empower the Debtors to carry on any business that the Debtors is not lawfully entitled to carry on;
  - (b) prevent the filing of any registration to preserve or perfect a security interest;
  - (c) prevent the registration of a claim for lien; or
  - (d) exempt the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment.

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10. Nothing in this Order shall prevent any party from taking an action against the Applicant where such an action must be taken in order to comply with statutory time limitations in order to preserve their rights at law, provided that no further steps shall be taken by such party except in accordance with the other provisions of this Order, and notice in writing of such action be given to the Monitor at the first available opportunity.

***NO INTERFERENCE WITH THE RECEIVER***

11. No Person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtors, except with the written consent of the Debtors and the Receiver, or leave of this Court

***CONTINUATION OF SERVICES***

12. All persons having:

- (a) statutory or regulatory mandates for the supply of goods and/or services; or
- (b) oral or written agreements or arrangements with the Debtors, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation, services, utility or other services to the Debtors

are hereby restrained until further order of this Court from discontinuing, altering, interfering with, suspending or terminating the supply of such goods or services as may be required by the Debtors or exercising any other remedy provided under such agreements or arrangements. The Debtors shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the usual prices or charges for all such goods or services received after the date of this Order are paid by the Debtors in accordance with the payment practices of the Debtors, or such other practices as may be agreed upon by the supplier or service provider and each of the Debtors and the Receiver, or as may be ordered by this Court.

***RECEIVER TO HOLD FUNDS***

13. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever,

including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

### **EMPLOYEES**

14. Subject to employees' rights to terminate their employment, all employees of the Debtors shall remain the employees of the Debtors until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, S.C. 2005, c.47 ("**WEPPA**").
  
15. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

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***LIMITATION ON ENVIRONMENTAL LIABILITIES***

16. (a) Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:
- (i) before the Receiver's appointment; or
  - (ii) after the Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.
- (b) Nothing in sub-paragraph (a) exempts a Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.
- (c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph (a) hereof, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, the Receiver is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,
- (i) if, within such time as is specified in the order, within 10 days after the order is made if no time is so specified, within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, or during the period of the stay referred to in clause (ii) below, the Receiver:
    - A. complies with the order, or
    - B. on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;
  - (ii) during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within 10 days after the order is made or within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, by,

- A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the Receiver to contest the order; or
  - B. ~~the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or~~
- (iii) if the Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

#### **LIMITATION ON THE RECEIVER'S LIABILITY**

17. Except for gross negligence or wilful misconduct, as a result of its appointment or carrying out the provisions of this Order the Receiver shall incur no liability or obligation that exceeds an amount for which it may obtain full indemnity from the Property. Nothing in this Order shall derogate from any limitation on liability or other protection afforded to the Receiver under any applicable law, including, without limitation, Section 14.06, 81.4(5) or 81.6(3) of the BIA.

#### **RECEIVER'S ACCOUNTS**

18. The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case, incurred at their standard rates and charges. The Receiver and counsel to the Receiver shall be entitled to the benefits of and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for their professional fees and disbursements incurred both before and after the making of this Order in respect of these proceedings, and the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person but subject to section 14.06(7), 81.4(4) and 81.6(2) of the BIA.
19. The Receiver and its legal counsel shall pass their accounts from time to time.
20. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including the legal fees and disbursements, incurred at the normal rates and

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charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

***FUNDING OF THE RECEIVERSHIP***

21. The Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$50,000 (or such greater amount as this Court may by further order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges set out in sections 14.06(7), 81.4(4) and 81.6(2) of the BIA.
22. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
23. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.
24. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.



25. The Receiver shall be allowed to repay any amounts borrowed by way of Receiver's Certificates out of the Property or any proceeds, including any proceeds from the sale of any assets without further approval of this Court.

**ALLOCATION**

26. Any interested party may apply to this Court on notice to any other party likely to be affected, for an order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the various assets comprising the Property.

**GENERAL**

27. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
28. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Receiver will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence. The Receiver's reports shall be filed by the Court Clerk notwithstanding that they do not include an original signature.
29. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.
30. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any foreign jurisdiction to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Receiver in any foreign proceeding, or to assist the Receiver and its agents in carrying out the terms of this Order.
31. The Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and that the Receiver is

authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

32. The Plaintiff shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis, including legal costs on a solicitor-client full indemnity basis, to be paid by the Receiver from the Debtors' estate with such priority and at such time as this Court may determine.
33. Any interested party may apply to this Court to vary or amend this Order on not less than 7 days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

**FILING**

34. The Receiver shall establish and maintain a website in respect of these proceedings to be made publicly available and shall post there as soon as practicable:
- (a) all materials prescribed by statute or regulation to be made publicly available; and
  - (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, or served upon it, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.
35. Service of this Order shall be deemed good and sufficient by:
- (a) serving the same on:
    - (i) the persons listed on the service list created in these proceedings or otherwise served with notice of these proceedings;
    - (ii) any other person served with notice of the application for this Order;
    - (iii) any other parties attending or represented at the application for this Order; and
  - (b) posting a copy of this Order on the Receiver's Website



**SCHEDULE "A"**

**RECEIVER CERTIFICATE**

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

- 37. THIS IS TO CERTIFY that \_\_\_\_\_, the interim receiver and receiver and manager (the "Receiver") of all of the assets, undertakings and properties of **MGT MANAGEMENT INC.** and **MGT AGGREGATE PRODUCTS INC.** appointed by Order of the Court of Queen's Bench of Alberta and Court of Queen's Bench of Alberta in Bankruptcy and Insolvency (collectively, the "Court") dated the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (the "Order") made in action numbers \_\_\_\_\_, \_\_\_\_\_, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ \_\_\_\_\_, being part of the total principal sum of \$ \_\_\_\_\_ that the Receiver is authorized to borrow under and pursuant to the Order.
- 38. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [**daily**] [**monthly not in advance on the \_\_\_\_\_ day of each month**] after the date hereof at a notional rate per annum equal to the rate of \_\_\_\_\_ per cent above the prime commercial lending rate of Bank of \_\_\_\_\_ from time to time.
- 39. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
- 40. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at \_\_\_\_\_.
- 41. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
- 42. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

*AW*

43. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_, solely in its capacity as Receiver of the Property (as defined in the Order), and not in its personal capacity

Per: \_\_\_\_\_  
Name:  
Title:

# EXHIBIT "R"

This is Exhibit "R" referred to in the  
Affidavit of Natalia Naraine Sworn  
before me this 21st  
day of November, 2022.



A Commissioner for Oaths in  
and for the Province of Alberta

Melanie Cheddi  
Barrister & Solicitor

MW

COURT FILE NUMBER

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY

PLAINTIFF

ROYAL BANK OF CANADA

DEFENDANTS

MGT AGGREGATE PRODUCTS INC., MGT MANAGEMENT INC., and MICHAEL TOMLINSON

DOCUMENT

**CONSENT JUDGMENT AGAINST MICHAEL TOMLINSON**



ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

**McMillan LLP**  
#1700, 421 - 7<sup>th</sup> Ave SW  
Calgary, AB T2P 4K9

**Attention: Kourtney Rylands/Preet Saini**  
Telephone: (403) 355.3326/(403) 531.4716  
Fax: (403) 531.4720  
File No. 289096

**DATE ON WHICH JUDGMENT WAS PRONOUNCED:** \_\_\_\_\_

**LOCATION WHERE THIS ORDER WAS PRONOUNCED:** \_\_\_\_\_

**NAME OF MASTER WHO GRANTED THIS JUDGMENT:** \_\_\_\_\_

**UPON** the application of the plaintiff, Royal Bank of Canada ("**RBC**"); **AND UPON NOTING** the consent of the Defendant, Michael Tomlinson., as guarantor, ("**M. Tomlinson**") to the granting of Judgment in this Action in the Judicial District of Calgary; **AND UPON REVIEWING** the affidavit confirming any payments made to the outstanding indebtedness and received by RBC between the dates indicated below and setting out the fees, costs, expenses, and legal fees on a solicitor and own client basis incurred by RBC;

**IT IS HEREBY ORDERED AS FOLLOWS:**

1. RBC shall be granted final judgment against M. Tomlinson in the amount of
  - a. \$220,665.08 plus per diem interest of \$36.09, at the rate of the Bank's Prime Interest Rate of 2.70% plus 5.00%, on the amount of \$220,665.08 , calculated between March 3, 2022 and to the date of this Consent Judgment, being \_\_\_\_\_ as of \_\_\_\_\_, (the "**Principal and Interest**"), less all payments of \$ \_\_\_\_\_ made towards the Principal and Interest

and received by RBC against the Principal and Interest between March 3, 2022 and the date of this Consent Judgment, (the "Judgment Amount"). For further clarity, the Judgment Amount as of the date of this Consent Judgment is \_\_\_\_\_; and

b. all fees, costs, expenses, legal fees and professional fees in the amount of \$ \_\_\_\_\_ (the "Fees"). For further clarity the Fees as of the date of this Consent Judgment are \_\_\_\_\_.

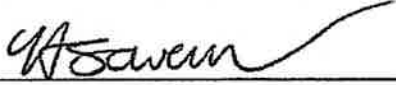
2. This Consent Judgment may be consented to electronically or by facsimile, and may be executed in counterparts, each of which shall be considered effective as an original signature.

\_\_\_\_\_  
**M.C.Q.B.A**

**CONSENTED TO** this \_\_\_\_ day of \_\_\_\_\_, 2022  
**McMillan LLP**

**CONSENTED TO** this 18<sup>th</sup> day of April, 2022  
**Rowanoak Law Office LLP**

\_\_\_\_\_  
Per: **Kourtney Rylands/Preet Saini**  
Counsel for RBC

  
\_\_\_\_\_  
Per: **Harry W. Sawchuk**  
Counsel for M. Tomlinson

*AW*



E233

*M*

COURT FILE NUMBER

Clerk's Stamp

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY

PLAINTIFF

ROYAL BANK OF CANADA

DEFENDANTS

MGT MANAGEMENT INC., MGT AGGREGATE PRODUCTS INC., and MICHAEL TOMLINSON

DOCUMENT

**CONSENT JUDGMENT AGAINST MICHAEL TOMLINSON**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

**McMillan LLP**  
#1700, 421 – 7<sup>th</sup> Ave SW  
Calgary, AB T2P 4K9

**Attention: Kourtney Rylands/Preet Saini**  
Telephone: (403) 355.3326/(403) 531.4716  
Fax: (403) 531.4720  
File No. 289096

**DATE ON WHICH JUDGMENT WAS PRONOUNCED:** \_\_\_\_\_

**LOCATION WHERE THIS ORDER WAS PRONOUNCED:** \_\_\_\_\_

**NAME OF MASTER WHO GRANTED THIS JUDGMENT:** \_\_\_\_\_

**UPON** the application of the plaintiff, Royal Bank of Canada (“RBC”); **AND UPON NOTING** the consent of the Defendant, Michael Tomlinson., as guarantor, (“M. Tomlinson”) to the granting of Judgment in this Action in the Judicial District of Calgary; **AND UPON REVIEWING** the affidavit confirming any payments made to the outstanding indebtedness and received by RBC between the dates indicated below and setting out the fees, costs, expenses, and legal fees on a solicitor and own client basis incurred by RBC;

**IT IS HEREBY ORDERED AS FOLLOWS:**

1. RBC shall be granted final judgment against M. Tomlinson in the amount of
  - a. \$1,086,064.44 plus per diem interest of \$218.65, at the rate of the Bank’s Prime Interest Rate of 2.70% plus 5.00%, on the amount of \$1,086,064.44, calculated between March 3, 2022 and to the date of this Consent Judgment, being \_\_\_\_\_ as of \_\_\_\_\_, (the “Principal and Interest”), less all payments of \$ \_\_\_\_\_ made towards the Principal and Interest

*MW*

and received by RBC against the Principal and Interest between March 3, 2022 and the date of this Consent Judgment, (the "Judgment Amount"). For further clarity, the Judgment Amount as of the date of this Consent Judgment is \_\_\_\_\_; and

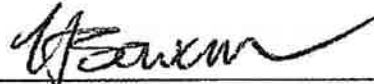
b. all fees, costs, expenses, legal fees and professional fees in the amount of \$ \_\_\_\_\_ (the "Fees"). For further clarity the Fees as of the date of this Consent Judgment are \_\_\_\_\_.

2. This Consent Judgment may be consented to electronically or by facsimile, and may be executed in counterparts, each of which shall be considered effective as an original signature.

\_\_\_\_\_  
M.C.Q.B.A

CONSENTED TO this \_\_\_\_ day of \_\_\_\_\_, 2022  
McMillan LLP

CONSENTED TO this 18<sup>th</sup> day of April, 2022  
Rowanoak Law Office LLP



\_\_\_\_\_  
Per: Kourtney Rylands/Preet Saini  
Counsel for RBC

\_\_\_\_\_  
Per: Harry W. Sawchuk  
Counsel for M. Tomlinson

AW

# EXHIBIT "S"

This is Exhibit "S" referred to in the  
Affidavit of Natalia Naraine Sworn  
before me this 21st  
day of November, 2022.



A Commissioner for Oaths in  
and for the Province of Alberta

Melanie Cheddi  
Barrister & Solicitor



# mcmillan

Reply Attention of	Kourtney Rylands
Direct Line	403.355.3326
Email Address	kourtney.rylands@mcmillan.ca
Our File No.	289096
Date	October 4, 2022

## DELIVERED BY EMAIL

MGT Aggregate Products Inc.  
201-110 Pelican Place  
Sylvan Lake, Alberta  
T4S 1K2

MGT Management Inc.  
c/o LLF Lawyers LLP  
332 Aylmer Street N.  
Peterborough, Ontario  
K9J 7H4  
Email: mg.tomlinson@live.ca

Harry W. Sawchuk  
Barrister & Solicitor  
Rowanoak Law Office LLP  
#201, 110 Pelican Place  
Sylvan Lake, AB T4S 1K2  
Email: harry.sawchuk@rowanoaklaw.com

Dear Sirs:

**Re: Forbearance Agreement dated April 11, 2022, as amended by an Extension Agreement dated July 6, 2022 and Amendment Letters dated July 13, 2022 and July 27, 2022 (collectively, the "Forbearance Agreement") among Royal Bank of Canada ("RBC" or the "Bank"), MGT Management Inc., MGT Aggregate Products Inc. (together, the "Borrowers") and Michael Tomlinson (together with the Borrowers, the "Debtors)**

As you know, we are counsel for the Bank with respect to the above-referenced matter. All capitalized terms not otherwise defined shall have the meaning given to them in the Forbearance Agreement.

The Debtors are indebted to the bank pursuant to the terms of the loan and security agreements listed in the Forbearance Agreement (collectively, the "Loan and Security

*MW*



**Agreements**”). The Bank and the Debtors entered into a Forbearance Agreement on April 11, 2022, following the occurrence of the Specified Defaults. Subsequent Termination Events occurred under the terms of the Forbearance Agreement, and the Bank entered into a Forbearance Extension Agreement with the Debtors on July 6, 2022, which, *inter alia*, extended the Forbearance Period until September 30, 2022 and provided the Debtors an opportunity to cure the Termination Events. Following the occurrence of additional Termination Events, which occurred as a consequence of the Borrowers’ failure to make the required filings with respect to the CRA Payables, the Bank once again agreed to amend the Forbearance Agreement by way of Amendment Letters dated July 13, 2022 and July 27, 2022 in order to provide the Debtors with additional time to make the required payment to the Bank and to pay the CRA Payables.

Despite the additional time provided to the Debtors by the Bank, we hereby give you notice that additional Termination Events have occurred and are continuing under the terms of the Forbearance Agreement including, without limitation, as a consequence of the following (the “**September Termination Events**”):

1. failure of the Borrowers to pay to the Bank \$300,000 by September 30, 2022 (the “**Payment**”);
2. failure of the Borrowers to remit when due and in accordance with legal requirements all CRA Payables;
3. failure of the Borrowers to provide the Bank with CRA Documentation; and
4. the termination of the Edco Purchase Order, without the prior written consent of the Bank, by reason of the work on the Edco Purchase Order not commencing.

In light of the above, the Bank has also determined that the collateral subject to the Bank’s security is in jeopardy and an adverse change has occurred in the financial or operational affairs of the Borrowers.

**We confirm that we are in receipt of your email dated September 26, 2022 in which you request and extension of the Forbearance Period. Given the occurrence and continuance of the September Termination Events, the Bank cannot accept your request to extend the Forbearance Period at this time. We therefore confirm that the Forbearance Period expired on September 30, 2022. The Bank has made numerous attempts to assist the Debtors to meet their obligations under the Forbearance Agreement and the Debtors continue to be unable to satisfy the same.**

Pursuant to the Loan and Security Agreements and the Forbearance Agreement, the Bank is entitled to exercise all the its rights and remedies available to it under the Loan and Security Documents, the Consent Receivership Order and the Consent Judgments attached as Schedule “B”, Schedule “C” and Schedule “D” to the Forbearance Agreement, and such other rights and remedies as are otherwise available to the Bank at law. Without limiting the generality of the foregoing, the Bank is entitled to freeze any and all of the Borrowers’ accounts and to set off or consolidate any

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credit balances in such accounts. On behalf of the Bank, we hereby notify you of the Bank's intention to exercise such rights in its discretion from and after October 4, 2022.

Please be advised that the Bank will be seeking Court time with the Court of King's Bench of Alberta for the purpose of entering the Consent Receivership Order and the Consent Judgments.

Nothing contained in this letter shall confer on the Borrowers or the Personal Guarantor any right to notice or cure periods with respect to any Termination Event or Event of Default nor is anything contained in this letter a commitment by the Bank with respect to the enforcement of its rights before October 4, 2022. The Bank continues to reserve all of its rights and remedies, including those under the Loan and Security Agreements and the Forbearance Agreement.

Yours truly,



Kourtney Rylands  
McMillan LLP

# EXHIBIT "T"

This is Exhibit "T" referred to in the  
Affidavit of Natalia Naraine Sworn  
before me this 21st  
day of November, 2022.



A Commissioner for Oaths in  
and for the Province of Alberta

Melanie Cheddi  
Barrister & Solicitor

*NW*



E241

Operations and Risk Management

Albertans working—a safe, healthy and strong Alberta.



October 05, 2022

9912 - 107 Street  
PO Box 2415  
Edmonton AB T5J 2S5

Phone: 780-498-3999  
Fax: 780-498-7999  
Website: [www.wcb.ab.ca](http://www.wcb.ab.ca)  
Toll Free: 1-866-922-9221

ROYAL BANK OF CANADA  
3715 47 AVE  
SYLVAN LAKE AB T4S 0C8

Account Number: 7427420

Dear Sir/Madam:

**RE: Demand to Pay**

The WCB-Alberta account of MGT MANAGEMENT INC. is due \$33,890.50.

WCB has priority over amounts held on the account of, or owing to, MGT MANAGEMENT INC. under Section 129 of the Workers' Compensation Act.

The attached Demand requires you to pay the WCB the amount you owe MGT MANAGEMENT INC., up to the amount due. Failure to remit payment may result in WCB initiating legal proceedings to obtain the funds in your possession. If a third party disputes payment, we will indemnify you for actions relating to your honoring this Demand.

Upon receipt, the attached Demand remains in effect for 30 days. Any monies owed to, or earned by, MGT MANAGEMENT INC. during this period must be paid to the WCB. Please respond within 10 business days from this letter to indicate when payment can be expected. I can be contacted at 403-517-6173.

Sincerely,

**Jane Bunnage**  
Employer Account Services C1

*AW*

IN THE MATTER OF:

THE WORKERS' COMPENSATION ACT  
R.S.A. 2000 c.W-15, as amended

Creditor

And

IN THE MATTER OF:

MGT MANAGEMENT INC.  
7 CALDWELL PT  
SYLVAN LAKE AB T4S 0N4

Debtor

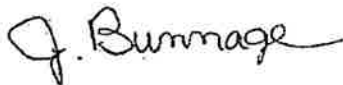
TO: ROYAL BANK OF CANADA

DEMAND TO PAY

Take NOTICE The Workers' Compensation Board (WCB) hereby Demands you pay the WCB the amount of money you owe to MGT MANAGEMENT INC. or the sum of \$33,890.50, whichever is less.

Take further NOTICE that In default of payment, you may be responsible to the WCB for the said amount and be subject to legal proceedings together with costs and interest.

DATED at the City of Edmonton, in the Province of Alberta, this 5th of October, 2022.



**Jane Bunnage**



# EXHIBIT "U"

**This is Exhibit "U" referred to in the  
Affidavit of Natalia Naraine Sworn  
before me this 21st  
day of November, 2022.**



**A Commissioner for Oaths in  
and for the Province of Alberta**

Melanie Cheddi  
Barrister & Solicitor



COURT FILE NUMBER:

COURT

COURT OF KING'S BENCH  
OF ALBERTA

JUDICIAL CENTRE

CALGARY

PLAINTIFF

ROYAL BANK OF CANADA

DEFENDANTS

MGT MANAGEMENT INC, MGT  
AGGREGATE PRODUCTS INC. and  
MICHAEL TOMLINSON

DOCUMENT

**CONSENT TO ACT**

ADDRESS FOR SERVICE  
AND CONTACT  
INFORMATION OF  
PARTY FILING THIS  
DOCUMENT

**McMillan LLP**  
#1700, 421 – 7th Ave SW  
Calgary, AB T2P 4K9

**Kourtney Rylands**  
Telephone: (403) 355.3326  
Fax: (403) 531.4720  
Email: kourtney.rylands@mcmillan.ca

**Preet Saini**  
Telephone: (403) 531.4716  
Fax: (403) 531.4720  
Email: preet.saini@mcmillan.ca  
File No. 289096

**CONSENT TO ACT AS RECEIVER AND MANAGER**

BDO Canada Limited, a licensed trustee, hereby consents to be appointed as receiver and manager of MGT Management Inc. and MGT Aggregate Products Inc. in the within matter.

DATED at the City of Hamilton, in the Province of Ontario, this 13 day of October, 2022.

**BDO CANADA LIMITED**



Per: \_\_\_\_\_  
Name: Christopher Mazur, CIRP, LIT  
Title: Partner/Senior Vice President

*MJ*

COURT FILE NUMBER

COURT

COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY

PLAINTIFF

ROYAL BANK OF CANADA

DEFENDANTS

MGT MANAGEMENT INC.,  
MGT AGGREGATE PRODUCTS INC.  
and  
MICHAEL TOMLINSON

DOCUMENT

**CERTIFICATE OF REMOTE COMMISSIONING**

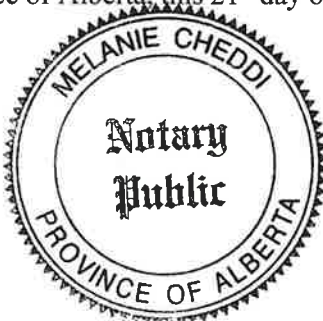
ADDRESS FOR SERVICE  
AND CONTACT  
INFORMATION OF  
PARTY FILING THIS  
DOCUMENT


**McMillan LLP**  
Barristers & Solicitors  
4000, 421 – 7<sup>th</sup> Avenue SW  
Calgary, AB T2P 4K9  
Attention:  
Telephone: (403) 260-3556  
Fax: (403) 260-3501  
Our File No.: 219552-510092

I, Melanie Cheddi, of the City of Calgary, in the Province of Alberta, Barrister & Solicitor, **DO CERTIFY** that:

1. I remotely commissioned the affidavit of Natalia Naraine sworn November 21, 2022, attached hereto, using videoconferencing software in accordance with the procedure set out in the Court of Queen's Bench of Alberta Notice to the Profession and Public NPP#2020-02 regarding Remote Commissioning of Affidavits for Use in Civil and Family Proceedings During The COVID-19 Pandemic.
2. The remote commissioning process was necessary because it was impossible or unsafe, for medical reasons, for the deponent to appear in person to commission the affidavit.

**IN TESTIMONY WHEREOF** I have hereunto subscribed my name and affixed my seal of office at the City of Calgary, in the Province of Alberta, this 21<sup>st</sup> day of November, 2022.



  
Melanie Cheddi  
A Commissioner for Oaths in and for  
Alberta

Melanie Cheddi  
Barrister & Solicitor

Clerk's Stamp

COURT FILE NUMBER

COURT

COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY

PLAINTIFF/APPLICANT

ROYAL BANK OF CANADA

DEFENDANT/RESPONDENT

MGT MANAGEMENT INC., MGT AGGREGATE  
PRODUCTS INC. and MICHAEL TOMLINSON

DOCUMENT

**AFFIDAVIT**

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS  
DOCUMENT

**McMillan LLP**  
#1700, 421 – 7<sup>th</sup> Ave SW  
Calgary, AB T2P 4K9

**Attention:**

**Kourtney Rylands**

Telephone: (403) 355.3326

Fax: (403) 531.4720

Email: kourtney.rylands@mcmillan.ca

**Preet Saini**

Telephone: (403) 531.4716

Fax: (403) 531.4720

Email: preet.saini@mcmillan.ca

File No. 289096

### **AFFIDAVIT OF NATALIA NARAINÉ**

**Sworn on November 21, 2022**

I, Natalia Naraine, of London, Ontario, SWEAR AND SAY THAT:

1. I am a Manager with the applicant, the Royal Bank of Canada (“**RBC**” or the “**Bank**”). I am responsible for the administration of the accounts held by the Respondents, MGT Management Inc. (“**MGT Management**”) and MGT Aggregate Products Inc. (“**MGT Aggregate**” and together with MGT Management, the “**Borrowers**”), with RBC, insofar as concerns the matters raised in the Originating Application in these proceedings. In

Page 1 of 16

MC

addition, I have reviewed the business records of RBC relevant to the within proceedings and application and have satisfied myself that I am possessed of sufficient information and knowledge to swear this Affidavit.

2. I am authorized to make this affidavit on behalf of RBC and have knowledge of the facts hereinafter deposed.

### **Parties and Overview**

3. RBC carries on business in the City of Calgary and elsewhere in the Province of Alberta.
4. MGT Management is an Ontario Corporation extra-provincially registered in Alberta. MGT Aggregate is a corporation duly incorporated and governed under the laws of the Province of Alberta. A corporate search of each of the Borrowers is attached as **Exhibit "A"**. To the best of my knowledge, the Borrowers operate a limestone quarry in Clearwater, Alberta. To the best of my knowledge, the business and all of the assets of the Borrowers are located in Alberta.
5. Michael Tomlinson (the "**Personal Guarantor**") and together with the Borrowers, the "**Debtors**") is an individual residing in the Province of Alberta. The corporate searches of the Borrowers indicate that the Personal Guarantor is the sole director and shareholder of each of the Borrowers.
6. RBC loaned money or otherwise extended credit from time to time to the Borrowers pursuant to credit facilities as described herein. The loans were cross-guaranteed by each of the Borrowers and the Personal Guarantor.
7. The Personal Guarantor and MGT Aggregate each guaranteed the loans and credit which were extended to MGT Management by RBC.
8. The Personal Guarantor and MGT Management each guaranteed the loans and credit which were extended to MGT Aggregate by RBC.

9. I swear this affidavit in support of an originating application by RBC (the “**Originating Application**”) for the appointment of a receiver and manager, or in the alternative, a receiver over all present and after-acquired properties, assets, and undertakings of the Borrowers (collectively, the “**Property**”) and for the entry of the Consent Judgments (as defined in the Originating Application) consented to by the Personal Guarantor.

#### **The Indebtedness of the Debtors**

10. RBC and MGT Management entered into an amended and restated loan agreement dated July 2, 2021 as amended by a loan amending agreement dated August 10, 2021 (collectively, the “**MGT Management Loan Agreement**”), pursuant to which RBC agreed to advance funds to MGT Management by way of a revolving demand facility (the “**MGT Management Demand Facility**”) and Visa business card facilities (together with the MGT Management Demand Facility, the “**MGT Management Credit Facilities**”). on the terms and conditions set out in the MGT Management Loan Agreement, particulars of which include, among others:
- a. Interest shall accrue at a rate of RBC’s prime rate plus 2.00% per annum on any amounts owing under the MGT Management Demand Facility;
  - b. Upon an event of default, RBC shall be entitled to demand immediate payment in full of any amount outstanding pursuant to the Loan Agreement; and
  - c. Upon demand, RBC shall be entitled to immediate payment in full of any indebtedness outstanding pursuant to MGT Management Loan Agreement, including but not limited to principal, fees, legal costs (on a solicitor and own client basis), and expenses incurred in the enforcement of the MGT Management Loan Agreement.
11. All sums payable to RBC by MGT Management pursuant to the MGT Management Loan Agreement and MGT Management Credit Facilities are herein collectively referred to as the “**MGT Management Indebtedness**”.
12. Copies of the MGT Management Loan Agreement are attached hereto as **Exhibit “B”**.



13. RBC and MGT Management entered into a Visa Business Card Agreement dated July 7, 2015, (the “**Visa Agreement**”) pursuant to which RBC agreed to extend various Visa credit facilities to MGT Management on the terms and conditions set out in the Visa Agreement, particulars of which include, among others:
  - a. Upon an event of default, RBC shall be entitled to demand immediate payment in full of any indebtedness outstanding under the Visa Agreement;
  - b. Upon termination, RBC shall be entitled to immediate payment in full of any indebtedness outstanding under the Visa Agreement; and
  - c. MGT Management shall indemnify RBC for all legal costs (on a solicitor and own client basis), and all fees and all expenses incurred in the enforcement of the Visa Agreement.
14. A copy of the Visa Agreement is attached hereto as **Exhibit “C”**.
15. RBC and MGT Aggregate entered into an amended and restated loan agreement dated July 2, 2021 (the “**MGT Aggregate Loan Agreement**” and together with the MGT Management Loan Agreement, the “**Loan Agreements**”), pursuant to which RBC granted to MGT Aggregate various credit facilities (the “**MGT Aggregate Credit Facilities**”).
16. All sums payable to RBC by MGT Aggregate pursuant to the MGT Aggregate Loan Agreement are herein collectively referred to as the “**MGT Aggregate Indebtedness**”.
17. A copy of the MGT Aggregate Loan Agreement is attached hereto as **Exhibit “D”**.
18. The Personal Guarantor granted two guarantees and postponements of claim dated April 10, 2015 and February 18, 2016 pursuant to which the Personal Guarantor guaranteed the payment to the Bank of all debts and liabilities of MGT Management in the amounts of \$897,375 and \$320,000 respectively, together with interest thereon from the date of demand for payment at a rate equal to RBC’s prime rate plus 5.00% (the “**MGT Management Personal Guarantees**”).

19. Copies of the MGT Management Personal Guarantees are attached hereto as **Exhibit “E”**.
20. MGT Aggregate granted a guarantee and postponement of claim dated May 15, 2017 pursuant to which MGT Aggregate guaranteed the payment to the Bank of all debts and liabilities of MGT Management in the amount of \$1,725,000 together with interest thereon from the date of demand for payment at a rate equal to RBC’s prime rate plus 5.00% (the **“MGT Management Corporate Guarantee”**).
21. A copy of the MGT Management Corporate Guarantee is attached hereto as **Exhibit “F”**.
22. The Personal Guarantor also granted two guarantees and postponements of claim dated February 18, 2016 and February 23, 2017, pursuant to which the Personal Guarantor guaranteed the payment to the Bank of all debts and liabilities of MGT Aggregate in the amounts of \$321,533 and \$350,000 respectively, together with interest thereon from the date of demand for payment at a rate equal to RBC’s prime rate plus 5.00% (the **“MGT Aggregate Personal Guarantees Guarantee”**).
23. Copies of the MGT Aggregate Personal Guarantees are attached hereto as **Exhibit “G”**.
24. MGT Management granted a guarantee and postponement of claim dated February 24, 2017 pursuant to which MGT Management guaranteed the payment to the Bank of all debts and liabilities of the MGT Aggregate in the amount of \$650,000 together with interest thereon from the date of demand for payment at a rate equal to RBC’s prime rate plus 5.00% (the **“MGT Aggregate Corporate Guarantee”**).
25. A copy of the MGT Aggregate Corporate Guarantee is attached hereto as **Exhibit “H”**.
26. Based on my review of the records of RBC, in regard to MGT Management:
  - a. as of November 17, 2022 MGT Management is indebted to RBC pursuant to the MGT Management Loan Agreement (not including amounts owing under the MGT Aggregate Corporate Guarantee) in the amount of \$983,316.77, plus interest accruing thereafter, exclusive of enforcement expenses, legal fees and other out of pocket costs and disbursements;

- b. as of October 31, 2022, RBC has incurred \$123,915.62 in legal fees, costs, and enforcement expenses to date with respect to the MGT Management Indebtedness and Debtors, which RBC is entitled to recovery of on a full indemnity basis pursuant to the Loan and Security Agreements (as defined below). Such legal fees, costs and enforcement expenses have continued to accrue since October 31, 2022.
  
- 27. Based on my review of the records of RBC, in regard to MGT Aggregate:
  - a. as of November 17, 2022 MGT Aggregate is indebted to RBC pursuant to the MGT Aggregate Loan Agreement (not including amounts owing under the MGT Management Corporate Guarantee) in the amount of \$178,552.81 plus interest accruing thereafter, exclusive of enforcement expenses, legal fees and other out of pocket costs and disbursements;
  - b. as of October 31, 2022, RBC has incurred \$24,585.56, in legal fees, costs, and enforcement expenses to date with respect to the MGT Aggregate Indebtedness and Debtors, which RBC is entitled to recovery of on a full indemnity basis pursuant to the Loan and Security Agreements (as defined below). Such legal fees, costs and enforcement expenses have continued to accrue since October 31, 2022.
  
- 28. All sums payable to RBC by the Debtors, including but not limited to the MGT Management Indebtedness and the MGT Aggregate Indebtedness, as set out above are hereinafter collectively referred to as the “**Indebtedness**”.

### **The Security**

- 29. MGT Management granted certain security to RBC in order to secure the Indebtedness, which security includes, but is not limited to, a general security agreement dated April 11, 2018, executed by MGT Management in favour of RBC (the “**MGT Management GSA**”) and a chattel mortgage dated September 13, 2018 (the “**Chattel Mortgage**” and together with the MGT Management GSA, the “**MGT Management Security**”)
  
- 30. Copies of the MGT Management Security are attached hereto as **Exhibit “I”**.

31. MGT Aggregate granted security to RBC in order to secure the Indebtedness which includes, but is not limited to, a general security agreement dated February 18, 2016 executed by MGT Aggregate in favour of RBC (the “**MGT Aggregate GSA**”)
32. A copy of the MGT Aggregate GSA is attached hereto as **Exhibit “J”**.
33. The MGT Management Security Agreements and the MGT Aggregate GSA together with the Loan Agreements will hereinafter be referred to as the “**Loan and Security Agreements**”.
34. The security interests created by the MGT Management Security Agreements have been perfected by way of registration of a security interest in the Ontario Personal Property Registry and the Alberta Personal Property Registry.
35. Attached hereto as **Exhibit “K”** is a copy of the Ontario Personal Property Registry search result for MGT Management.
36. Attached hereto as **Exhibit “L”** is a copy of the Alberta Personal Property Registry search result for MGT Management.
37. The security interest created by the MGT Aggregate GSA has been perfected by way of registration of a security interest in the Alberta Personal Property Registry.
38. Attached hereto as **Exhibit “M”** is a copy of the Alberta Personal Property Registry search result for MGT Aggregate.

#### **Events of Default and Demand**

39. On or before March 4, 2022, the Debtors committed events of default under the Loan and Security Agreements, including but not limited to by failing to pay all sums of money when due and borrowing in excess of the credit facilities provided by the Loan and Security Agreements (the “**Specified Defaults**”).
40. Under the terms of each of the Loan Agreements, an event of default which occurs under one Loan Agreement, also triggers a cross-default under the other Loan Agreement.

41. Under the terms of each of the Loan Agreements, upon the occurrence of any event of default, the Bank is entitled to exercise various remedies, one of which is the appointment of a receiver or a receiver manager.
42. On or about March 4, 2022, RBC, made demand of the Debtors in accordance with the terms of the Loan and Security Agreements, for payment of all debts and liabilities owing by MGT Management and MGT Aggregate to the Bank as at March 4, 2022, plus interest, costs, fees, and expenses accruing thereon from and after March 4, 2022 (the “**Demands**”). RBC also delivered Notices of Intention to Enforce Security to each of the Borrowers pursuant to section 244 of the *Bankruptcy and Insolvency Act* (the “**Notices**”).
43. Copies of the Demands and Notices delivered regarding the MGT Management Indebtedness are attached hereto as **Exhibit “N”**.
44. Copies of the Demands and Notices delivered regarding the MGT Aggregate Indebtedness are attached hereto as **Exhibit “O”**.

#### **Forbearance Agreement**

45. Following the delivery of the Demands and Notices, the Bank agreed to enter into a forbearance agreement with the Debtors dated April 11, 2022, which was subsequently amended by amending agreements dated July 6, 2022, July 13, 2022 and July 27, 2022 (collectively the “**Forbearance Agreement**”), pursuant to which RBC agreed not to take any steps to enforce its rights and remedies against the Debtors until the earlier of September 30, 2022 (which date was originally July 15, 2022 and subsequently extended at the request of the Debtors) and the occurrence of a Termination Event (as defined in the Forbearance Agreement).
46. Termination Events as defined by the Forbearance Agreement include, but are not limited to:
  - a. the occurrence or notice of any default or Event of Default under any of the Loan and Security Agreements, other than the Specified Default;

- b. failure by any of the Debtors to perform or defaults under any of the Covenants of the Debtors set out in the Forbearance Agreement;
  - c. the receipt by the Bank of a demand letter, notice of seizure or requirement for payment from, or the initiation of any other type of collection or enforcement action against either of the Borrowers by any secured party, lien claimant, other encumbrancer, judgment creditor or a person asserting similar rights in any property, Canada Revenue Agency or any other federal or provincial governmental agency or body;
  - d. the purchase order issued by Edco Aggregates Ltd. to MGT Management Inc. being terminated or amended in any way without the prior written consent of the Bank (the “**Edco Purchase Order**”); or
  - e. the Bank determining, in its sole and absolute discretion, that an adverse change has occurred in the financial or operational affairs of the Borrowers or the Personal Guarantor or the Bank determines that any collateral subject to the Bank’s security is in jeopardy.
47. In consideration of the Bank’s forbearance, the Debtors waived all defences that they may have to any claims made by the Bank for repayment of the Indebtedness and the Borrowers consented to the appointment of a receiver and manager, or in the alternative, a receiver over all of their assets and undertakings upon the termination of the Forbearance Agreement in the form of a consent receivership order (the “**Consent Receivership Order**”). The Personal Guarantor also executed consent judgments (the “**Consent Judgments**”) with respect to the amounts owing by the Personal Guarantor under the MGT Management Personal Guarantees and the MGT Aggregate Personal Guarantees (collectively, the “**Personal Guarantees**”).
48. Copies of the Forbearance Agreement are attached hereto as **Exhibit “P”**.
49. A copy of the Consent Receivership Order is attached hereto as **Exhibit “Q”**.
50. Copies of the Consent Judgments are attached hereto as **Exhibit “R”**.

### **Previous and Continuing Termination Events**

51. On July 13, 2022, the Bank gave notice to the Debtors that a Termination Event had occurred under the Forbearance Agreement with respect to the Debtor's failure to make required filings with respect to Accrued CRA Payables (as defined in the Forbearance Agreement). At that time, the Bank provided the Debtors with the necessary steps to cure the Termination Event in question including that a payment of \$250,000 be made to the Bank not later than July 14, 2022.
52. On or about July 14, 2022, the Debtors made a payment of \$250,000 in trust (the "**Trust Funds**") to their counsel which was intended to be released to the Bank in relation to the Indebtedness.
53. On July 20, 2022, the Bank discovered that the Source Deductions Liability (as defined by the Forbearance Agreement) of both MGT Management and MGT Aggregate was calculated at \$254,549.37.
54. On July 27, 2022, notwithstanding the above Termination Event, the Bank instructed counsel for the Debtors to release the Trust Funds back to the Debtors on conditions including, but not limited to, the following:
  - a. The Borrowers make a permanent repayment of the Source Deductions Liability for both companies to Canada Revenue Agency (the "**CRA**"), inclusive of an additional payment of \$4,549.37 to the CRA, with evidence of same provided to the Bank within one business day; and
  - b. The Borrowers make a payment in the amount of \$100,000 to RBC by no later than August 15, 2022.
55. On or about August 25, 2022 the Debtors made a payment of \$100,000 (the "**Payment**") to the Bank in respect of the Indebtedness. The Payment is the only payment that the debtors have made to the Bank in relation to the Indebtedness since the commencement

of the Forbearance Agreement. The Payment was applied to the MGT Management Indebtedness.

56. On September 26, 2022 the Debtors wrote to the Bank requesting that the Forbearance Agreement be extended beyond September 30, 2022.
57. On September 30, 2022 the Debtors failed to make further payment as required under the terms of the Forbearance Agreement.
58. On October 4, 2022 the Bank advised the Debtors that additional Termination Events had occurred and were continuing to occur under the terms of the Forbearance Agreement (the “**Default Letter**”), including but not limited to the failure to make a \$300,000 payment to RBC and the failure to make ongoing payments to the Canada Revenue Agency for source deductions.
59. A copy of the Default Letter is attached hereto as **Exhibit “S”**.
60. Since the delivery of the Default Letter the Bank and the Debtors have engaged in discussions regarding the repayment of the Indebtedness, but no resolution has been reached by the parties to date.
61. On October 11, 2022, RBC also received a demand from the Workers Compensation Board of Alberta (“**WCB**”) demanding the payment of \$33,890.50 on account of amounts owing by MGT Management to WCB (the “**WCB Demand**”).
62. A copy of the WCB Demand is attached hereto as **Schedule “T”**.

### **Negotiations**

63. On December 11, 2020, RBC, MGT Management and MGT Aggregate entered into an Intercreditor Agreement with Accord Small Business Finance Corp. and Accord Small Business Leasing Corp. (together, “**Accord**”) which confirms that RBC’s security in all property, assets and undertakings of the Borrowers shall rank in priority to Accord’s



security against in the Borrowers except with respect to specific equipment registered by Accord in the Personal Property Registry.

64. Pursuant to the terms of the Intercreditor Agreement RBC notified Accord of its intention to enforce its security against the Debtors on or about October 6, 2022, through its agent BDO Canada Ltd. (“Agent”).
65. On or around October 6, 2022, Accord notified RBC and the Borrowers of its interest in obtaining a potential assignment of the Borrowers’ Indebtedness.
66. On October 13, 2022, the Agent advised Accord that RBC had secured the date of October 27, 2022 in which to make a receivership application against the Debtors.
67. On October 13, 2022, Accord advised the Agent that it needed additional time to consider the implications of a receivership application and to obtain appraisals with respect to the business of the Borrowers.
68. On or about October 17, 2022, RBC agreed to delay any receivership proceedings as against the Borrowers for an additional month in order to continue negotiations with the Borrowers, Accord and other interested parties and to provide Accord with additional time to conduct due diligence with respect to the Borrowers.
69. On or about October 27, 2022 and November 1, 2022, the Agent sent email correspondence to Accord requesting an update on their due diligence of the Borrowers’ assets and operations. The Agent received no response from Accord on either correspondence.
70. On or about November 17, 2022, the Agent sent further email correspondence requesting an update on Accord’s due diligence and also indicated, that RBC would have to continue with its receivership application given that no offer was received from Accord with respect to the Indebtedness. As of the date of this my affidavit no offer has been received from Accord on such correspondence.

### **Appointment of a Receiver**

71. Pursuant to the Loan and Security Agreements and the Forbearance Agreement, RBC is entitled to appoint a receiver and manager, or in the alternative, a receiver upon the occurrence of and during the continuance of any defaults by the Debtor under the terms of the Loan and Security Agreements or Termination Events under the terms of the Forbearance Agreement.
72. Pursuant to the Forbearance Agreement, the Borrowers executed the Consent Receivership Order to appoint a receiver and manager, or in the alternative, a receiver of the Property.
73. In the circumstances, I believe that the appointment of a receiver and manager, or in the alternative, a receiver of the property, undertakings, and assets of the Borrowers is necessary to protect RBC's interests, and to allow RBC to preserve its security granted pursuant to the Loan and Security Agreements and to provide for an orderly disposition of the property, undertakings and assets of the Borrowers.
74. As evidenced by the WCB Demand, the Borrowers continue to incur additional indebtedness, which has eroded the value of the RBC collateral.
75. BDO Canada Limited has consented to act as receiver and manger of the Property of the Borrowers. A copy of a consent to act signed by the proposed Receiver is attached as **Exhibit "U"**.

### **Consent Judgments**

76. Pursuant to the Forbearance Agreement, and following the occurrence of a Termination Event, RBC is entitled to enter the Consent Judgments in respect of the Personal Guarantees.
77. Termination Events have occurred under the terms of the Forbearance Agreement. Further the Forbearance Period (as defined in the Forbearance Agreement and subsequent amendments) expired on September 30, 2022 and based on the occurrence and continuance

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of such Termination Events, the Forbearance Period was not extended.

**The Consent Judgment for the MGT Management Personal Guarantees**

78. The Consent Judgment for the MGT Management Personal Guarantees provides a formula for the determination of the amount of the consent judgment which requires the input of interest and fees accrued on the MGT Management Indebtedness less amounts repaid by the Debtors.
79. Accordingly, interest is \$59,910.10, calculated on a per diem basis of \$218.65 based on 274 days from March 3, 2022 to the scheduled date of the Originating Application, December 2, 2022, being the date that the consent judgment is sought to be granted subject to such order or further direction as given by the court.
80. The Bank has incurred fees, costs, expenses, legal fees and professional fees in the amount of \$123,915.62 as at October 31, 2022.
81. The Debtors made one payment in the amount of \$100,000 towards the MGT Management Indebtedness on August 25, 2022. This payment was applied to outstanding amounts owing under the Visa Agreement. No other payments were received from the Debtors.
82. Accordingly, the Bank is entitled to enter the Consent Judgment for the MGT Management Personal Guarantees in the amount of \$1,169,890.16 after taking in account the above amounts.

**The Consent Judgment for the MGT Aggregate Personal Guarantees**

83. The Consent Judgment for the MGT Aggregate Personal Guarantees also provides a formula for the determination of the amount of the consent judgment which requires the

input of interest and fees accrued on the MGT Aggregate Indebtedness less amounts repaid by the Debtors.

- 84. Accordingly, interest is \$9,888.66, calculated on a per diem basis of \$36.09 based on 274 days from March 3, 2022 to the scheduled date of the Originating Application, December 2, 2022, being the date that the consent judgment is sought to be granted subject to such order or further direction as given by the court.
- 85. The Bank has incurred fees, costs, expenses, legal fees and professional fees in the amount of \$24,585.56 as at October 31, 2022 in relation to the MGT Aggregate Indebtedness.
- 86. The Debtors made no payments as against the MGT Aggregate Indebtedness as of March 3, 2022 to present.
- 87. Accordingly, the Bank is entitled to enter the Consent Judgment for the MGT Aggregate Personal Guarantees in the amount of \$255,139.30 after taking in account the above amounts.
- 88. The deponent was not physically present before the commissioner, but was linked with the commissioner utilizing video technology and the process for remote commissioning of affidavits as prescribed by the Notice to the Profession & Public NPP#2020-02 dated March 25, 2020 was utilized.

SWORN BEFORE ME at Calgary, Alberta )  
This 21<sup>st</sup> day of November, 2022. )  
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)  
)  
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\_\_\_\_\_  
A Commissioner for Oaths in and for Alberta )

Melanie Cheddi  
Barrister & Solicitor

\_\_\_\_\_  
NATALIA NARAINÉ

**TABLE OF EXHIBITS**

<b>No.</b>	<b>Exhibit</b>	<b>Description</b>	<b>Page Number</b>
1.	Exhibit "A"	Corporate search of each of the Borrowers (bundle of documents)	E1-E8
2.	Exhibit "B"	Copies of the MGT Management Loan Agreement (bundle of documents)	E9-E18
3.	Exhibit "C"	Copy of the Visa Agreement	E19-E29
4.	Exhibit "D"	Copy of the MGT Aggregate Loan Agreement	E30-E33
5.	Exhibit "E"	Copies MGT Management Personal Guarantees (bundle of documents)	E34-E47
6.	Exhibit "F"	Copy of MGT Management Corporate Guarantee	E48-E54
7.	Exhibit "G"	Copies of MGT Aggregate Personal Guarantees (bundle of documents)	E55-E66
8.	Exhibit "H"	Copy of MGT Aggregate Corporate Guarantee	E67-E72
9.	Exhibit "I"	Copy of the MGT Management Security (bundle of documents)	E73-E94
10.	Exhibit "J"	Copy of the MGT Aggregate GSA	E95-E107
11.	Exhibit "K"	Copy of the Ontario Personal Property Registry search results for MGT Management.	E108-E114
12.	Exhibit "L"	Copy of the Alberta Personal Property Registry search results for MGT Management.	E115-E151
13.	Exhibit "M"	Copy of the Alberta Personal Property Registry search results for MGT Aggregate.	E152-E163
14.	Exhibit "N"	Copies of the letters sent in accordance with the Demand regarding the MGT Management Indebtedness on March 4, 2022 (bundle of documents)	E164-E174
15.	Exhibit "O"	Copies of the letters sent in accordance with the Demand regarding the MGT Aggregate Indebtedness on March 4, 2022 (bundle of documents)	E175-E185
16.	Exhibit "P"	Copies of Forbearance Agreement (bundle of documents)	E186-E212
17.	Exhibit "Q"	Copy of Consent Receivership Order	E212-E229
18.	Exhibit "R"	Copies of Consent Judgements (bundle of documents)	E230-E235
19.	Exhibit "S"	Copy of the Default Letter	E236-E239
20.	Exhibit "T"	Copy of WCB Demand	E240-E242
21.	Exhibit "U"	Consent to act as Receiver signed by BDO	E243-E244

# EXHIBIT "A"

**This is Exhibit "A" referred to in the  
Affidavit of Natalia Naraine Sworn  
before me this 21st  
day of November, 2022.**



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**A Commissioner for Oaths in  
and for the Province of Alberta**

Melanie Chedd  
Barrister & Solicitor

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

Date of Search: 2022/10/11  
 Time of Search: 03:24 PM  
 Search provided by: MCMILLAN LLP  
 Service Request Number: 38435425  
 Customer Reference Number: 289058

**Corporate Access Number:** 2019367636  
**Business Number:** 780122321  
**Legal Entity Name:** MGT AGGREGATE PRODUCTS INC.

**Legal Entity Status:** Active  
**Alberta Corporation Type:** Named Alberta Corporation  
**Registration Date:** 2015/12/04 YYYY/MM/DD  
**Date of Last Status Change:** 2021/06/04 YYYY/MM/DD

## Registered Office:

**Street:** 4802 50 ST  
**City:** RED DEER  
**Province:** ALBERTA  
**Postal Code:** T4N1X4

## Records Address:

**Street:** 4802 50 ST  
**City:** RED DEER  
**Province:** ALBERTA  
**Postal Code:** T4N1X4

**Email Address:** INFO@CHAPMANRIEBEEK.COM

## Primary Agent for Service:

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
TOMLINSON	MIKE			7 CALDWELL POINT	SYLVAN LAKE	ALBERTA	T4N0N4	MG.TOMLINSON

**Directors:**

**Last Name:** TOMLINSON  
**First Name:** MIKE  
**Street/Box Number:** 7 CALDWELL POINT  
**City:** SYLVAN LAKE  
**Province:** ALBERTA  
**Postal Code:** T4S0N4

**Voting Shareholders:**

**Last Name:** TOMLINSON  
**First Name:** MIKE  
**Street:** 7 CALDWELL POINT  
**City:** SYLVAN LAKE  
**Province:** ALBERTA  
**Postal Code:** T4S0N4  
**Percent Of Voting Shares:** 100

**Details From Current Articles:****The information in this legal entity table supersedes equivalent electronic attachments**

**Share Structure:** SEE ATTACHED SCHEDULE "A"

**Share Transfers Restrictions:** NO SHARE OF THE CORPORATION MAY BE TRANSFERRED WITHOUT APPROVAL OF THE BOARD OF DIRECTORS BY RESOLUTION PASSED AT A DULY CONSTITUTED MEETING OF THE BOARD OF DIRECTORS.

**Min Number Of Directors:** 1

**Max Number Of Directors:** 10

**Business Restricted To:** NONE

**Business Restricted From:** NONE

**Other Provisions:** NONE



**Other Information:****Last Annual Return Filed:**

File Year	Date Filed (YYYY/MM/DD)
2020	2021/06/04

**Outstanding Returns:**

Annual returns are outstanding for the 2021 file year(s).

**Filing History:**

List Date (YYYY/MM/DD)	Type of Filing
2015/12/04	Incorporate Alberta Corporation
2020/02/22	Update BN
2021/05/27	Status Changed to Start for Failure to File Annual Returns
2021/06/04	Enter Annual Returns for Alberta and Extra-Provincial Corp.
2022/10/05	Change Address

**Attachments:**

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
<a href="#">Share Structure</a>	ELECTRONIC	2015/12/04

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.



# Government of Alberta Corporate Registration System

Current Status: **Active**  
 Type of Status: **Normal**  
 Fiscal Period: **12/31/2011**  
 Fiscal Period End: **12/31/2011**  
 Fiscal Period Start: **12/31/2010**  
 Fiscal Period Length: **12/31/2011**

Corporate Name: **ALBERTA INVESTMENT SERVICES LTD.**  
 Business Number: **123456789**  
 Legal Entity Name: **ALBERTA INVESTMENT SERVICES LTD.**  
 Legal Entity Type: **Corporation**  
 Registration Date: **12/31/2011**  
 Date of Last Status Change: **12/31/2011**  
 Status Description: **Normal**  
 Status Reason: **None**

Other Information:  
 Corporate Name: **ALBERTA INVESTMENT SERVICES LTD.**  
 Business Number: **123456789**  
 Legal Entity Name: **ALBERTA INVESTMENT SERVICES LTD.**  
 Legal Entity Type: **Corporation**  
 Registration Date: **12/31/2011**  
 Date of Last Status Change: **12/31/2011**  
 Status Description: **Normal**  
 Status Reason: **None**

Last Status Change: **12/31/2011**  
 Status: **Normal**  
 Status Reason: **None**  
 Status Description: **Normal**  
 Status Date: **12/31/2011**  
 Status Length: **12/31/2011**

Field	Value
Corporate Name	ALBERTA INVESTMENT SERVICES LTD.
Business Number	123456789
Legal Entity Name	ALBERTA INVESTMENT SERVICES LTD.
Legal Entity Type	Corporation
Registration Date	12/31/2011
Date of Last Status Change	12/31/2011
Status Description	Normal
Status Reason	None

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

Date of Search: 2022/10/11  
 Time of Search: 03:23 PM  
 Search provided by: MCMILLAN LLP  
 Service Request Number: 38435390  
 Customer Reference Number: 289096

**Corporate Access Number:** 2118780242

**Business Number:**

**Legal Entity Name:** MGT MANAGEMENT INC.

**Legal Entity Status:** Active  
**Extra-Provincial Type:** Other Prov/Territory Corps  
**Registration Date:** 2015/02/13 YYYY/MM/DD  
**Date of Last Status Change:** 2021/06/04 YYYY/MM/DD  
**Date Of Formation in Home Jurisdiction:** 2011/12/19 YYYY/MM/DD  
**Home Jurisdiction:** ONTARIO  
**Home Jurisdiction CAN:** 002310209

**Head Office Address:**

**Street:** LLF LAWYERS LLP, 332 AYLMER STREET N.  
**City:** PETERBOROUGH  
**Province:** ONTARIO  
**Postal Code:** K9J7H4  
**Email Address:** INFO@CHAPMANRIEBEEK.COM

**Primary Agent for Service:**

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
SAWCHUK	HARRY		CHAPMAN RIEBEEK LLP	4802 50 ST	RED DEER	ALBERTA	T4N1X4	INFO@CHAPMANR

**Directors:**

MC

**Last Name:** TOMLINSON  
**First Name:** MIKE  
**Street/Box Number:** 7 CALDWELL POINT  
**City:** SYLVAN LAKE  
**Province:** ALBERTA  
**Postal Code:** T4S0N4

**Voting Shareholders:**

**Last Name:** TOMLINSON  
**First Name:** MIKE  
**Street:** 7 CALDWELL POINT  
**City:** SYLVAN LAKE  
**Province:** ALBERTA  
**Postal Code:** T4S0N4  
**Percent Of Voting Shares:** 100

**Other Information:**

**Last Annual Return Filed:**

File Year	Date Filed (YYYY/MM/DD)
2021	2021/06/04

**Outstanding Returns:**

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

**Filing History:**

List Date (YYYY/MM/DD)	Type of Filing
2015/02/13	Register Extra-Provincial Profit / Non-Profit Corporation
2019/08/09	Change Attorney
2021/03/28	Attorney for Service converted to Agent for Service
2021/05/27	Status Changed to Start for Failure to File Annual Returns
2021/06/04	Enter Annual Returns for Alberta and Extra-Provincial Corp.
2022/10/05	Change Address

2022/10/05

Change Agent for Service

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.



# EXHIBIT "B"

**This is Exhibit "B" referred to in the  
Affidavit of Natalia Naraine Sworn  
before me this 21st  
day of November, 2022.**



**A Commissioner for Oaths in  
and for the Province of Alberta**

Melanie Cheddi  
Barrister & Solicitor



Royal Bank of Canada  
Commercial Financial Services  
4943 Ross St  
Red Deer AB T4N 1Y1

July 2, 2021

**Private and Confidential**

**MGT MANAGEMENT INC.**

7 Caldwell Point  
Sylvan Lake AB  
T4S0N4

ROYAL BANK OF CANADA (the "Bank") hereby confirms the credit facilities described below (the "Credit Facilities") subject to the terms and conditions set forth below and in the attached Terms & Conditions and Schedules (collectively the "Agreement"). This Agreement amends and restates without novation the existing agreement dated May 10, 2017 and any amendments thereto. Any amount owing by the Borrower to the Bank under such previous agreement is deemed to be a Borrowing under this Agreement. Any and all security that has been delivered to the Bank and is set forth as Security below, shall remain in full force and effect, is expressly reserved by the Bank and, unless expressly indicated otherwise, shall apply in respect of all obligations of the Borrower under the Credit Facilities. Unless otherwise provided, all dollar amounts are in Canadian currency.

The Bank reserves all of its rights and remedies at any time and from time to time in connection with any or all breaches, defaults or Events of Default now existing or hereafter arising under this Agreement or any other agreement delivered to the Bank, and whether known or unknown, and this Agreement shall not be construed as a waiver of any such breach, default or Event of Default.

**BORROWER:** MGT Management Inc. (the "Borrower")

**CREDIT FACILITIES**

Facility #1: \$1,000,000.00 revolving demand facility, by way of:

a) RBP based loans ("RBP Loans");

Revolves in increments of:	\$5,000.00	Minimum retained balance:	\$0.00
Revolved by:	Bank	Interest rate (per annum):	RBP + 2.00%

**AVAILABILITY**

The Borrower may borrow, repay and reborrow up to the amount of this facility provided this facility is made available at the sole discretion of the Bank and the Bank may cancel or restrict the availability of any unutilized portion at any time and from time to time without notice.

Borrowings outstanding under this facility must not exceed at any time the aggregate of the following, less Potential Prior Ranking Claims for the Borrower and MGT Aggregate Products Inc. (the "Borrowing Limit"):

a) 75% of Good Canadian/US Accounts Receivable;

\* Registered Trademark of Royal Bank of Canada

SRF # 144708906

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MC

MGT Management Inc.

July 2, 2021

- b) 75% of Good Designated Accounts Receivable;
- c) to a maximum of \$500,000.00; 25% of the lesser of cost or net realizable value of Raw Materials Inventory.

**REPAYMENT**

Notwithstanding compliance with the covenants and all other terms and conditions of this Agreement, Borrowings under this facility are repayable on demand.

**GENERAL ACCOUNT**

The Borrower shall establish a current account with the Bank (the "General Account") for the conduct of the Borrower's day-to-day banking business. The Borrower authorizes the Bank daily or otherwise as and when determined by the Bank, to ascertain the balance of the General Account and:

- a) if such position is a debit balance the Bank may, subject to the revolving increment amount and minimum retained balance specified in this Agreement, make available a Borrowing by way of RBP Loans under this facility;
- b) if such position is a credit balance, where the facility is indicated to be Bank revolved, the Bank may, subject to the revolving increment amount and minimum retained balance specified in this Agreement, apply the amount of such credit balance or any part as a repayment of any Borrowings outstanding by way of RBP Loans under this facility.

**OTHER FACILITIES**

The Credit Facilities are in addition to the following facilities (the "Other Facilities"). The Other Facilities will be governed by this Agreement and separate agreements between the Borrower and the Bank. In the event of a conflict between this Agreement and any such separate agreement, the terms of the separate agreement will govern.

- a) Credit Card to a maximum amount of \$35,000.00.

**FEES****Monthly Fee:**

Payable in arrears on the same day of each month.

Management Fee: \$500.00

**SECURITY**

Security for the Borrowings and all other obligations of the Borrower to the Bank, including, without limitation, any amounts outstanding under any Leases, if applicable, (collectively, the "Security"); shall include:

- a) General security agreement on the Bank's form 924 signed by the Borrower constituting a first ranking security interest in all personal property of the Borrower;
- b) Security agreement (chattel mortgage) on the Bank's form 927 signed by the Borrower constituting a first ranking and specific security interest in:
  - 1) 2014 I44I Impactor SN 83042
  - 2) 2013 McClosky S190 Screener SN 81596
  - 3) 2014 McCloskey Conveyor SN 82760
  - 4) XR30 Xcentric Ripper SN 14120401
  - 5) 2012 Nissan Titan SN# 1N6AA0EC4CN329552
  - 6) 2006 used Hyundai model 200 W7 SN# N60410322
  - 7) 2014 Komatsu PC290LC Excavator SN# A25799 including all attachments and accessories.



°MGT Management Inc.

July 2, 2021

- 8.) 2013 John Deere Articulated Dump Truck SN#1DW370ETCDE653161 with all attachments and accessories.
- 9.) 2011 Komatsu PC450LC 8 Excavator - SN#KMTPC192E54A10278 with Cleanup bucket and Digging bucket and all attachments and accessories.
- c) Collateral mortgage in the amount of \$100,000.00 signed by the Borrower constituting a second fixed charge on the lands and improvements located at 2512 Keitel Drive, Peterborough, ON;
- d) Guarantee and postponement of claim on the Bank's form 812 in the amount of \$320,000.00 signed by Michael Tomlinson;
- e) Guarantee and postponement of claim on the Bank's form 812 in the amount of \$1,725,000.00 signed by MGT Aggregate Products Inc., supported by a general security agreement on the Bank's form 924 constituting a first ranking security interest in all personal property of MGT Aggregate Products Inc.;
- f) Guarantee and postponement of claim on the Bank's form 812 in the amount of \$897,375.00 signed by Michael Tomlinson;
- g) Postponement and assignment of claim on the Bank's form 918 signed by Alcedio Capital Inc.;
- h) Postponement and assignment of claim on the Bank's form 918 signed by Michael Tomlinson.

**REPORTING REQUIREMENTS.**

The Borrower will provide the following to the Bank:

- a) monthly Borrowing Limit Certificate, substantially in the form of Schedule "F" signed on behalf of the Borrower by any one of the Chief Executive Officer, the President, the Vice-President Finance, the Treasurer, the Comptroller, the Chief Accountant or any other employee of the Borrower holding equivalent office, within 30 days of each month end;
- b) monthly aged list of accounts receivable, aged list of accounts payable, listing of inventory; and listing of Potential Prior-Ranking Claims for the Borrower, within 30 days of each month end;
- c) monthly company prepared financial statements for the Borrower, within 30 days of each month end;
- d) annual review engagement financial statements for the Borrower, within 120 days of each fiscal year end;
- e) annual notice to reader financial statements for the Borrower, within 120 days of each fiscal year end;
- f) such other financial and operating statements and reports as and when the Bank may reasonably require.

**CONDITIONS PRECEDENT.**

In no event will the Credit Facilities or any part thereof be available unless the Bank has received:

- a) a duly executed copy of this Agreement;
- b) the Security provided for herein, registered, as required, to the satisfaction of the Bank;
- c) such financial and other information or documents relating to the Borrower or any Guarantor if applicable as the Bank may reasonably require; and
- d) such other authorizations, approvals, opinions and documentation as the Bank may reasonably require.

Additionally:

- e) all documentation to be received by the Bank shall be in form and substance satisfactory to the Bank.

**BUSINESS LOAN INSURANCE PLAN**

The Borrower hereby acknowledges that the Bank has offered it group creditor insurance coverage on the Borrowings under the Business Loan Insurance Plan and the Borrower hereby acknowledges that it is the Borrower's responsibility to apply for any, new or increased insurance amount for the Borrowings that may be eligible.

If the Borrower decides to apply, for insurance on the Borrowings; the application will be made via the Bank's Business Loan Insurance Plan application (form 3460 ENG or 53460 FRE). If the Borrower has existing uninsured Borrowings and decides not to apply for Business Loan Insurance Plan coverage on any, new Borrowings, it hereby acknowledges that the Bank may accept the Borrower's signature below as the Borrower's waiver of the Bank's offer to apply for Business Loan Insurance Plan coverage on all such Borrowings, and that all such Borrowings are not insured under the Policy as at the date of acceptance of this Agreement.

If the Borrower has Business Loan Insurance Plan coverage on previously approved Borrowings, such coverage will be applied automatically to all new Borrowings eligible for Business Loan Insurance Plan coverage that share the same loan account number, up to the approved amount of Business Loan Insurance Plan coverage. This Agreement cannot be used to waive coverage on new Borrowings eligible for Business Loan Insurance Plan coverage if Business Loan Insurance Plan coverage is in effect on the Borrower's existing Borrowings. If the Borrower does not want Business Loan Insurance Plan coverage to apply, to any new Borrowings, a different loan account number will need to be set up and all uninsured loans attached to it.

If the Borrower has existing Borrowings to which Business Loan Insurance Plan coverage applies, and any new Borrowings would exceed the approved amount of Business Loan Insurance Plan coverage already in place, the Borrower must apply for additional Business Loan Insurance Plan coverage (if eligible) in order for Business Loan Insurance Plan coverage to apply, to any, new Borrowings. If the Borrower decides not to apply for additional Business Loan Insurance Plan coverage in respect of any, new Borrowings (if eligible), the Borrower hereby acknowledges that the Bank may accept the Borrower's signature below as the Borrower's waiver of the Bank's offer to apply for additional Business Loan Insurance Plan coverage on such new Borrowings and that such new Borrowings are not insured under the Policy as at the date the Borrower executes this Agreement.

If there are any discrepancies between the insurance information in this Agreement and the Business Loan Insurance Plan documents regarding the Borrowings, the Business Loan Insurance Plan documents govern.

Business Loan Insurance Plan premiums (plus applicable taxes), will be taken as a separate payment, directly from the bank account associated with the loan, at the same frequency and schedule as your regular loan payments, where applicable. As premiums are based on the outstanding loan balance and the insured person's age at the time the premiums are due, the cost of Business Loan Insurance Plan coverage may increase during the term of the loan. The premium calculation is set out in the Business Loan Insurance Plan terms and conditions provided to the Borrower at the time the application for Business Loan Insurance Plan coverage was completed. Refer to the terms and conditions (form 3460 ENG or 53460 FRE) for further explanation and disclosure.

**GOVERNING LAW JURISDICTION**

Province of Alberta.

**ACCEPTANCE**

MGT Management Inc.

July 2, 2021

This Agreement is open for acceptance until August 2, 2021, after which date it will be null and void, unless extended by the Bank in its sole discretion:

ROYAL BANK OF CANADA:

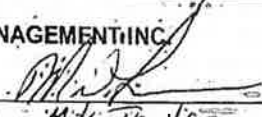
Per: \_\_\_\_\_  
Title: Vice President

RBC Contact: Arnold Masson

/mp

We acknowledge and accept the terms and conditions of this Agreement on this 8 day of July, 2021.

MGT MANAGEMENT INC.

Per:   
Name: Mike Tomlin  
Title: president

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

|| We have the authority to bind the Borrower

Attachments:

Terms and Conditions

Schedules:

- Definitions
- Calculation and Payment of Interest and Fees
- Borrowing Limit Certificate
- RBC Covarity Dashboard Terms and Conditions

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Address: 1000 ...  
City: ...  
State: ...  
Zip: ...



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Royal Bank of Canada  
Commercial Financial Services  
4943 Ross St  
Red Deer AB T4N 1Y1

August 10, 2021

**Private and Confidential**

**MGT MANAGEMENT INC.**  
7 Caldwell Point  
Sylvan Lake AB  
T4S0N4

We refer to the agreement dated July 2, 2021 and any amendments thereto, between MGT Management Inc., as the Borrower, and Royal Bank of Canada, as the Bank, (the "Agreement").

The Bank reserves all of its rights and remedies at any time and from time to time in connection with any or all breaches, defaults or events of default now existing or hereafter arising under any Bank document, and whether known or unknown, and this amending agreement shall not be construed as a waiver of any such breach, default or events of default.

All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

The Agreement is amended as follows:

1. Under the Reporting Requirements section, paragraph b) is amended and restated as follows:
  - b) monthly aged list of accounts receivable, aged list of accounts payable and listing of inventory for the Borrower, within 30 days of each month end;

**BUSINESS LOAN INSURANCE PLAN**

The Borrower hereby acknowledges that the Bank has offered it group creditor insurance coverage on the Borrowings under the Business Loan Insurance Plan and the Borrower hereby acknowledges that it is the Borrower's responsibility to apply for any new or increased insurance amount for the Borrowings that may be eligible.

If the Borrower decides to apply for insurance on the Borrowings, the application will be made via the Bank's Business Loan Insurance Plan application (form 3460 ENG or 53460 FRE). If the Borrower has existing uninsured Borrowings and decides not to apply for Business Loan Insurance Plan coverage on any new Borrowings, it hereby acknowledges that the Bank may accept the Borrower's signature below as the Borrower's waiver of the Bank's offer to apply for Business Loan Insurance Plan coverage on all such Borrowings, and that all such Borrowings are not insured under the Policy as at the date of acceptance of this Agreement.

If the Borrower has Business Loan Insurance Plan coverage on previously approved Borrowings, such coverage will be applied automatically to all new Borrowings eligible for

° Registered Trademark of Royal Bank of Canada

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MGT Management Inc.

August 10, 2021

Business Loan Insurance Plan coverage that share the same loan account number, up to the approved amount of Business Loan Insurance Plan coverage. This Agreement cannot be used to waive coverage on new Borrowings eligible for Business Loan Insurance Plan coverage if Business Loan Insurance Plan coverage is in effect on the Borrower's existing Borrowings. If the Borrower does not want Business Loan Insurance Plan coverage to apply to any new Borrowings, a different loan account number will need to be set up and all uninsured loans attached to it.

If the Borrower has existing Borrowings to which Business Loan Insurance Plan coverage applies, and any new Borrowings would exceed the approved amount of Business Loan Insurance Plan coverage already in place, the Borrower must apply for additional Business Loan Insurance Plan coverage (if eligible) in order for Business Loan Insurance Plan coverage to apply to any new Borrowings. If the Borrower decides not to apply for additional Business Loan Insurance Plan coverage in respect of any new Borrowings (if eligible); the Borrower hereby acknowledges that the Bank may accept the Borrower's signature below as the Borrower's waiver of the Bank's offer to apply for additional Business Loan Insurance Plan coverage on such new Borrowings and that such new Borrowings are not insured under the Policy as at the date the Borrower executes this Agreement.

If there are any discrepancies between the insurance information in this Agreement and the Business Loan Insurance Plan documents regarding the Borrowings, the Business Loan Insurance Plan documents govern.

Business Loan Insurance Plan premiums (plus applicable taxes), will be taken as a separate payment; directly from the bank account associated with the loan, at the same frequency and schedule as your regular loan payments, where applicable. As premiums are based on the outstanding loan balance and the insured person's age at the time the premiums are due, the cost of Business Loan Insurance Plan coverage may increase during the term of the loan. The premium calculation is set out in the Business Loan Insurance Plan terms and conditions provided to the Borrower at the time the application for Business Loan Insurance Plan coverage was completed. Refer to the terms and conditions (form 3460 ENG or 53460 FRE) for further explanation and disclosure.

#### **CONDITIONS PRECEDENT**

The effectiveness of this amending agreement is conditional upon receipt of:

- a) a duly executed copy of this amending agreement;
- b) the Security provided for herein, registered, as required, to the satisfaction of the Bank;
- c) such financial and other information or documents relating to the Borrower or any Guarantor if applicable as the Bank may reasonably require; and
- d) such other authorizations, approvals, opinions and documentation as the Bank may reasonably require.

Additionally;

- e) all documentation to be received by the Bank shall be in form and substance satisfactory to the Bank.

#### **COUNTERPART EXECUTION**

This amending agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together constitute one and the same instrument.

All other terms and conditions outlined in the Agreement remain unchanged and in full force and effect.

MGT Management Inc.

August 10, 2021

This amending agreement is open for acceptance until September 10, 2021, after which date it will be null and void, unless extended by the Bank in its sole discretion.

ROYAL BANK OF CANADA



Per: \_\_\_\_\_  
Title: Vice President

RBC Contact: Arnold Masson

As

Agreed to and accepted this 13 day of August, 2021.

MGT MANAGEMENT INC.

Per: Arnold Masson  
Name: Arnold Masson  
Title: President / CEO

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

I/We have the authority to bind the Borrower

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# EXHIBIT "C"

**This is Exhibit "C" referred to in the  
Affidavit of Natalia Naraine Sworn  
before me this 21st  
day of November, 2022.**



**A Commissioner for Oaths in  
and for the Province of Alberta**

Melanie Cheddi  
Barrister & Solicitor





RBC Royal Bank<sup>+</sup>

## RBC Royal Bank<sup>+</sup> Visa Business Card Agreement

For good and valuable consideration, we accept your offer for the Account and each Card on the following terms and conditions:

### 1. What the Words Mean: In this Agreement and the Disclosure Statement, please remember that,

"we", "our" and "us" mean the person or entity which has signed or submitted the Application and/or this Agreement, and;

"you" and "your" mean Royal Bank of Canada and companies under RBC<sup>+</sup>;

Please also remember that in this Agreement and the Disclosure Statement;

"Account" means the RBC Royal Bank Visa Business Card account you have opened in a Cardholder's name to which Debt is charged;

"Account Statement" means your written statement of the Account that you prepare for a Cardholder about every three (3) or four (4) weeks. The period covered by each Account Statement will vary between 27 days and 34 days;

"Aggregate Credit Limit" means the maximum aggregate amount of Debt that can remain outstanding and unpaid at any time in the Accounts of all Cardholders under this Agreement;

"Agreement" means this Visa Business Card Agreement and all annexes attached to this Visa Business Card Agreement;

"Application" means the request made to you for the Account and each Card;

"Authorized Person" means any individual we have designated in writing as being authorized to ask you to open an Account and issue a Card to a Cardholder under this Agreement and to perform administrative duties for us under this Agreement;

"Card" means any Visa Business credit card you issue to a Cardholder on an Account in their name at our request, and all renewals of and replacements for that credit card;

"Cardholder" means an individual for whom you have opened an Account and to whom you have issued a Card on that Account at the request of an Authorized Person under this Agreement;

"Cash Advance" means an advance of cash that is charged to a Cardholder's Account with, or in connection with, their Card (or any other eligible Account access card you have issued to the Cardholder) and bill payments made from the Account at a bank branch, at a banking machine or on the Internet, Credit Card Cheques, balance transfers and "cash-like" transactions, including, without limitation, money orders, wire transfers, travellers' cheques, and gaming transactions (including betting, off-track betting, race track wagers, casino gaming chips, lottery tickets);

"Credit Limit" means the maximum amount of Debt that can remain outstanding and unpaid at any time in a Cardholder's Account under this Agreement;

"Debt" means all amounts charged to a Cardholder's Account with or in connection with their Card, including Purchases, Cash Advances, interest, and Fees;

"Disclosure Statement" means your written statement of the Interest Rates and Fees for each Account and each Card set out in a document accompanying each Card when you issue it to a Cardholder and in any other document or statement you may send to Cardholders or us from time to time;

"Fee" means a fee that applies to a Cardholder's Account and this Agreement, as set out in the Disclosure Statement and in any document or other written statement you may send to the Cardholder or us from time to time;

"Grace Period" means the number of days between the Cardholder's Statement Date and Payment Due Date;

"Interest-Bearing Balance" means the unpaid balance of the Debt outstanding in a Cardholder's Account that is made up of any combination of Interest-Bearing Purchases and Interest-Bearing Fees and Cash Advances;

"Interest-Bearing Purchase and Interest-Bearing Fee" means a Purchase or Fee appearing on an Account Statement for the first time whether either or both of the following occurs: (i) the Debt shown on that Account Statement is not paid in full by that Account Statement's Payment Due Date or (ii) the Debt shown on the preceding Account Statement was not paid in full by the preceding Account Statement's Payment Due Date;

"Interest Rate (Cash Advances including Credit Card Cheques)" means the annual percentage rate of interest referred to in the Disclosure Statement and set out on each Account Statement that applies to each Cash Advance;

"Interest Rate (Interest-Bearing Purchases and Interest-Bearing Fees)" means the annual percentage rate of interest referred to in the Disclosure Statement and set out on each Account Statement that applies to each Interest-Bearing Purchase and Interest-Bearing Fee;

"Interest Rates" mean, collectively, the Interest Rate (Cash Advances including Credit Card Cheques) and the Interest Rate (Interest - Bearing Purchases and Interest-Bearing Fees);

"Liability Waiver Program" means the RBC Royal Bank Visa Liability Waiver program in force from time to time, a current copy of which is annexed to this Agreement;

"Minimum Payment" means the amount indicated as such on an Account Statement;

"New Balance" means the amount indicated as such on an Account Statement;

"Payment Due Date" means the date indicated as such on an Account Statement;

"Personal Identification Number" means the personal identification number that a Cardholder has selected in your prescribed manner;

"Purchase" means a purchase of goods or services (or both) that is charged to a Cardholder's Account with or in connection with their Card; and

"Statement Date" means the last date of the Statement period for which an Account Statement is produced.

### 2. General Terms of Agreement: This Agreement and the Disclosure Statement apply to each Account and Card. This Agreement replaces all prior Visa Business Card agreements between you and us for each Account and Card.

This Agreement is our promise to pay amounts owing on each of our Visa Business Accounts. It together with our Visa Business Card Application explains our rights and duties.

We acknowledge and agree that we must provide each Cardholder with a copy of this Agreement.

If a Cardholder signs, activates or uses their Card or their Account, it will mean that we have received and read this Agreement and agree to and accept all of its terms.

We confirm that all information provided to you regarding the applicant's ownership, control and structure is true, complete and accurate in all respects.

We must promptly give you up-to-date credit and financially related information about us when you ask for it. The section headings in this Agreement appear only for ease of reference purposes. They do not form part of this Agreement.

3. **Account Opening/Card Issuance and Renewal:** You will open an Account for, and will issue a Card on that Account to, a Cardholder at our request or at the request of an Authorized Person made on a fully completed request form that you have prescribed for this purpose. For any Cardholder that is not responsible for the payment of any Debt under this Agreement, you will maintain a record of the name of the Cardholder only. We acknowledge and agree that we shall obtain the name, address, telephone number, and date of birth of such Cardholders and shall maintain a record of such information obtained for a period of 7 years. We agree to immediately provide such information to you if requested by you.
- You will also issue renewal and replacement Cards (excluding an emergency replacement Card) to each Cardholder before the expiration date indicated on the Card last issued to them. You will continue to issue renewal and replacement Cards to a Cardholder in this way until we or the Cardholder tells you to stop. An emergency replacement Card will be issued by you to a Cardholder when required according to your customary operating procedures.

4. **Account and Card Use:** A Cardholder may use their Account and Card to obtain advances of money from you through Purchase transactions, Cash Advance transactions and other transactions you permit from time to time. The use of each Account and Card is governed by this Agreement. An Account and Card may only be used by the Cardholder in whose name it has been opened or issued. A Cardholder must not use their Card after the expiration date shown on it or after the termination of this Agreement. A Cardholder may not use their Card for any illegal, improper or unlawful purpose.

You reserve the right to refuse your authorization for certain types of transactions as determined by you.

5. **Account and Card Ownership:** You are the owner of each Account and Card. Neither we nor any Cardholder has the right to assign or transfer this Agreement, any Card or any Account to anyone else.
6. **Lost or Stolen Card:** We or a Cardholder must tell you at once if the Cardholder's Card is lost or stolen or if we or the Cardholder suspects it is lost or stolen. We or the Cardholder may do this in the way you have set out on each Account Statement.

If a Cardholder's Card is lost or stolen, we will be liable to you for:

1. all Debt on the Cardholder's Account, up to a maximum of \$1,000.00, resulting from the loss or theft of their Card that is incurred before the time we or the Cardholder tells you about that loss or theft through any one or more transactions on the Cardholder's Account in which only their Card or Cardholder's Account number has been used to complete those transactions, and
2. all Debt resulting from the loss or theft of their Card that is incurred before the time we or the Cardholder tells you about that loss or theft through any one or more transactions on the Cardholder's Account in which their Card and Personal

Identification Number have been used together to complete those transactions.

We will not be liable to you for any Debt resulting from the loss or theft of the Cardholder's Card that is incurred after the time we or the Cardholder tells you about that loss or theft.

7. **Card Cancellation/Revocation or Suspension of Use:** We may cancel a Cardholder's Account and Card for any reason (including, without limitation, the death of the Cardholder) by providing you with written notice of cancellation of that Account and Card. Subject to Section 6, we will be liable to you for all Debt, howsoever and by whomsoever incurred, resulting from the use of the Cardholder's Account or Card from the time we provide written notice of cancellation to you of the Cardholder's Card until the time we have notified you that the Card has been destroyed.

If the Debt outstanding in a Cardholder's Account exceeds the Credit Limit at any time, you may suspend the Cardholder's right to use their Account and Card and all services you provide to the Cardholder under this Agreement until such time as that excess is paid to you in full.

You may revoke or suspend a Cardholder's right to use their Account and Card at any time without notice. The Cardholder must also surrender their Card to us or to you at our (or your) request.

8. **Limits:** You will set an Aggregate Credit Limit for all Accounts and you may change it from time to time without notice.

If we consistently make late payments or no payments, you may reduce the Aggregate Credit Limit of all accounts. You will tell us what the initial Aggregate Credit Limit is at or before the time an Account is opened for a Cardholder under this Agreement. We will not permit the Debt we owe to you at any time to exceed the Aggregate Credit Limit. However, you may (but are not required to, even if you have done so before) permit that Debt to exceed the Aggregate Credit Limit you set from time to time.

You will set a Credit Limit for each Cardholder's Account and you may change the Credit Limit for a Cardholder's Account periodically. You will tell each Cardholder what their current Credit Limit is on the document accompanying their Card when you issue it to them and on each Account Statement. We will ensure that each Cardholder observes their Credit Limit. We will not permit the Debt we owe to you in respect to an Account at any time to exceed the Credit Limit for that Account. However, you may (but are not required to, even if you have done so before) permit that Debt to exceed that Credit Limit you set from time to time. We understand that the use of any Card and the Account may be suspended, at your discretion, if the Credit Limit is exceeded. An overlimit fee will be charged to an Account when you permit the Debt to exceed the Credit Limit of that Account during an Account Statement period. You may at any time refuse to permit the Debt to exceed the Credit Limit of an Account and require us to pay any balances which exceed the Credit Limit of an Account.

9. **Liability for Debt:** Subject to Sections 6 and 7., and except as may otherwise be provided under the Liability Waiver Program, we will be liable to you for all Debt charged to each Account, no matter how it is incurred or who has incurred it and even though you may send Account Statements to Cardholders and not to us. However, you will

provide Account Statement or other Information about that Debt to us at our request. You may apply any money we have on deposit with you or any of your affiliates against any Debt we have not paid to you as required under this Agreement without notice to us.

10. **Making Payments:** It is our responsibility to ensure that payment on each Cardholder's Account is received by you for credit to each Account by the Payment Due Date shown on each Account Statement, even if our Payment Due Date falls on a holiday or weekend.

Payments can be made on each Account at any time. Payment can be made by mail, at one of your branches, at an ATM that processes such payments through your telephone or online banking services or at certain other financial Institutions that accept such payments. Even when normal postal service is disrupted, payments must continue to be made on each Account.

Payments do not automatically adjust the available Credit Limit. Payments on each Account made by mail or made through another financial institution's branch, ATM or online banking service may take several days to adjust the available Credit Limit. To ensure that a Payment is credited to a Cardholder's Account and automatically adjusts the available Credit Limit on the same business day, a Cardholder's payment must be made prior to 6:00pm local time on that business day at one of your branches or ATM's in Canada or through your telephone or online banking services.

We can also ask you to process our payment on each Payment Due Date each month by automatically debiting a bank account that we designate for that purpose. We may choose to pay the Minimum Payment, a fixed amount provided that it is not less than the Minimum Payment or our New Balance. If we ask you to automatically process payments in this manner, we agree to be bound by the terms and conditions set out in Rule H1 of the Rules of the Canadian Payments Association, as amended from time to time. In addition, we agree to waive any pre-notification requirements that exist where variable payment amounts are being authorized. We may notify you at any time that we wish to revoke our authorization and a pre-authorized payment may, under certain circumstances, be disputed for up to 90 days. The Rules are available for us to review at [www.cdnpay.ca](http://www.cdnpay.ca).

11. **Payment of Debt:**

- Subject to sub-sections 11(b), 11(c) and Section 20., we may pay the Debt we owe to you in respect to each Cardholder's Account in full or in part at any time.
- Subject to Subsection 11.c. and Section 20., we must make a payment of the lesser of \$10.00 plus Interest plus Fees as shown on the current Account Statement and our New Balance by the Payment Due Date shown in order to keep the Account up to date. Any past due amounts will continue to be included in our Minimum Payment amount.
- We must also pay the amount of any Debt that exceeds the Credit Limit for a Cardholder's Account at once to keep that Account up-to-date. We must pay this excess even though you may not yet have sent an Account Statement to the Cardholder on which that excess appears.
- We must keep each Cardholder's Account up-to-date at all times even when you are delayed in or prevented from sending, for any reason, any one or more Account Statements to Cardholders. We must contact your Card Centre identified on Account Statements at least once a month during such a delay or interruption to obtain any payment information we do not have and need to know in

order for us to comply with our obligations under this Section

- If any payment made by us in respect of a Cardholder's Account is not honoured, or if you must return it to us because it cannot be processed, the applicable fee will be charged under Section 14., and Card privileges may be revoked or suspended by you under Section 7.
- If the New Balance on a Cardholder's previous Account Statement is paid in full by the Payment Due Date, the Grace Period for the Cardholder's current Account Statement will continue to be the minimum number of days applicable to the Card (21 days for Visa Classic and 17 days for Visa Avion®). If the previous New Balance on a Cardholder's Account Statement is not paid in full by the Payment Due Date, the Cardholder's Payment Due Date will be extended to 25 days from the Statement Date regardless of the type of Visa Card held by the Cardholder.

12. **Interest Charges:**

- Interest-Free Purchases and Interest-Free Fee:* We will not pay interest on the amount of any Purchase or Fee appearing on an Account Statement for the first time provided that all Debt shown on that Account Statement is paid in full by that Account Statement's Payment Due Date and all Debt shown on the preceding Account Statement was also paid in full by that preceding Account Statement's Payment Due Date.
- Interest-Bearing Balance:* We will pay interest on the Interest-Bearing Balance at the Interest Rates in effect in the manner described below and in sub-Section 12.(c):

You will charge us interest:

- on the amount of each Interest-Bearing Purchase and Interest-Bearing Fee from (and including) the transaction date recorded for them on the Account Statement where they appeared for the first time to the day you receive payment in full of the Interest-Bearing Balance; and
- on the amount of each Cash Advance (including Credit Card Cheques) from (and including) the day they are obtained to the day you receive payment in full of the Interest-Bearing Balance.
- Interest Calculation:* The Interest you charge on the Interest-Bearing Balance accrues daily.

You will calculate the interest on the Interest-Bearing Balance made up of Cash Advances by multiplying this Interest-Bearing Balance outstanding on any day by the Interest Rate (Cash Advances and Credit Card Cheques) in effect and dividing the result by the number of days in the year. You will calculate the interest on the Interest-Bearing Balance made up of Interest-Bearing Purchases and Interest-Bearing Fees by multiplying this Interest-Bearing Balance outstanding on any day by the Interest Rate (Interest-Bearing Purchase and Interest-Bearing Fee) in effect and dividing the result by the number of days in the year.

You will post the interest we owe on the Interest-Bearing Balance for the period covered by an Account Statement to the Account at the end of that period. Since the interest you charge on the Interest-

Bearing Balance accrues daily up to the time you receive a payment of the Debt, the final interest charge on the interest-bearing Balance for that period can only be calculated and included on the Account Statement that shows the payment.

13. **Payment Allocation:** When we make a payment you will apply the amount up to our Minimum Payment, first to any interest and second to any fees. You will apply the remainder of any Minimum Payment to our New Balance, generally starting with amounts bearing the lowest interest rate before amounts bearing higher interest rates.

If we pay more than our Minimum Payment, you will apply the amount over the Minimum Payment to the remainder of our New Balance. If the different amounts that make up our New Balance are subject to different interest rates, you will allocate our excess payment in the same proportion as each amount bears to the remainder of our New Balance. If the same interest rate is applicable to both a cash advance (which never benefits from an interest-free grace period) and a purchase, you will apply our payment against the cash advance and the purchase in a similar proportionate manner. If we have paid more than our New Balance, you will apply any payment in excess of the New Balance to amounts that have not yet appeared on our monthly statement in the same manner as set out above.

Credits arising from returns or adjustments are generally first applied to transactions of a similar type, second to any interest and fees, and the remainder to other amounts owing in the same manner as you apply payments in excess of the Minimum Payment.

Unless you otherwise agree, any payment must be made in money which is legal tender at the time of payment. As well, the mere lapse of the time fixed for performing an obligation under this Agreement will have the effect of putting us in default of it.

14. **Fees:** We must pay all Fees. You will charge them to the Cardholder's Account at the time they are incurred.
15. **Banking Machines:** A Cardholder may use their Card together with their Personal Identification Number to make transactions on their Account at those banking machines and terminals you operate and at any other banking machines or terminals you designate from time to time, subject to the Cardholder's agreement with you governing the use of their Personal Identification Number.
16. **Debt Incurred Without a Card:** If a Cardholder incurs Debt without having presented their Card to a merchant (such as for internet, mail order or telephone Purchase), the legal effect will be the same as if the Cardholder had used their Card and signed a Purchase or Cash Advance draft.
17. **Transfer of Your Rights:** You may transfer any or all of your rights under this Agreement and the Disclosure Statement, by way of assignment, sale or otherwise. If you do so, you can give information concerning the Account to anyone you transfer your rights to, but will ensure that they are bound to respect our privacy rights in that information.
18. **Changes to Disclosure Statement:** You may change the Interest Rates and Fees for each Cardholder's Account and this Agreement set out or referred to in the Disclosure Statement periodically. We will be given at least thirty (30) days prior written notice of each change, directed to our address last appearing on your records. If any Card is used or any Debt remains unpaid after the effective date of a change, it will mean that we have agreed to the change.
19. **Changes to Agreement:** You may change this

Agreement periodically. Subject to Section (8), we will be given at least thirty (30) days prior written notice of each change, directed to our address last appearing on your records. If any Card is used or any Debt remains unpaid after the effective date of a change, it will mean that we have agreed to the change.

The benefits and services you provide to Cardholders are subject to terms and conditions which may be amended by you from time to time without notice to us or any Cardholder.

20. **Termination:**

1. You or we may terminate this Agreement at any time by giving written notice of termination to the party(ies) to be bound by that written notice. You must direct your written notice to our address last appearing on your records. Our written notice must be directed to your address appearing on the last Account Statement you have sent to Cardholders.
2. The occurrence of any one of the following events has the effect of putting us in default and you may terminate this Agreement at once without giving us any notice, if:
  - a. we become insolvent or bankrupt,
  - b. someone files a petition in bankruptcy against us,
  - c. we make an unauthorized assignment for the benefit of our creditors,
  - d. we institute, or someone else institutes, any proceedings for the dissolution, liquidation or winding up of our affairs,
  - e. we institute, or someone else institutes, any other type of insolvency proceeding involving our assets under the Bankruptcy and Insolvency Act or otherwise,
  - f. we cease or give notice of our intention to cease to carry on business or make or agree to make a bulk sale of our assets without complying with applicable laws or we commit an act of bankruptcy,
  - g. we fail to pay any Debt or to perform any other obligation to you as required under this Agreement,
  - h. we make any statement or representation to you that is untrue in any material respect when made, or
  - i. there is, in your opinion, a material adverse change in our financial condition.
3. Upon termination of this Agreement, we must pay all Debt for each Account to you at once and ensure that each Cardholder destroys their Card and returns any unused Credit Card Cheques. If we fail to comply with our obligations to you under this Agreement, we will be liable to you for:
  - a. all court costs and reasonable legal fees and expenses (on a solicitor-client basis) you incur through any legal process to recover any Debt, and
  - b. all costs and expenses you incur in reclaiming any Card.
21. **RBC Rewards®:** If a Card allows us to earn RBC Rewards points which can be redeemed for merchandise, travel and other rewards, we acknowledge that our participation in the RBC Rewards program is subject to the RBC Rewards Terms and Conditions. The RBC Rewards Terms and Conditions are available for review at

[www.rbc Rewards.com](http://www.rbc Rewards.com) and are subject to change without notice.

22. **Special Offers (Introductory and Promotional Interest Rates):** You may make special offers to us from time to time, including Introductory Interest Rate and other Promotional Interest Rate offers that temporarily lower the interest rate applicable to portions of our balance, such as when we make certain types of Cash Advances.

You sometimes make Introductory Interest Rate offers which apply to new Accounts only. For example, you could offer a low Introductory Interest Rate applicable to certain transactions for a limited period of time, such as a 3.9% Introductory Interest Rate on all Cash Advances for the first 9 months.

A Promotional Interest Rate offer is an offer you may periodically make to us and that applies to our Card after our Account has been opened. For example, you could offer us a low Promotional Interest Rate applicable on certain transactions for a limited period of time, such as a 3.9% Promotional Interest Rate on Credit Card Cheques for 9 months.

If you make us a special offer, you will explain its scope and duration and any additional terms that apply to it. If we accept the special offer by using the Credit Card Cheques or otherwise taking advantage of the special offer, we will be bound by this Agreement and any additional terms you set out in the offer. When the promotion expires, the special offer terms will end and the terms and conditions of this Agreement will continue to apply, including those related to Interest and payments. Our monthly statement will set out any Introductory Interest Rate(s) or Promotional Interest Rate(s) that apply to our New Balance, any remaining balances associated with those rates, and when those rates expire. If any expiry date falls on a date for which you do not process statements (for example, weekends and certain holidays), you will continue to provide us with the benefit of that Introductory Interest Rate or Promotional Interest Rate until your next statement processing day.

23. **Problems With a Purchase:** You will not be responsible for any problem a Cardholder has with any Purchase. If the Cardholder has a problem or dispute with a merchant regarding a Purchase, we must still pay all Debt as required by this Agreement and settle the problem or dispute directly with the merchant.

You will not be responsible if a Card is not honoured by a merchant at any time and for any other problem or dispute a Cardholder may have with a merchant. As well, you reserve the right to deny authorization of any Purchase at any time.

24. **Account Statements, Verification and Disputes:** You will send Account Statements to each Cardholder, directed to the Cardholder's address last provided to you by the Authorized Person. You will prepare our Account Statements at approximately the same time each month. If the date on which you would ordinarily prepare our Account Statements falls on a date for which you do not process statements (for example, weekends and certain holidays), you will prepare our Account Statements on your next statement processing day. Our Payment Due Date will be adjusted accordingly. We will ensure that each Cardholder promptly examines all of their Account Statements and each entry and balance recorded in them. We will notify you in writing of any errors, omissions, or objections to an Account Statement, or an entry or balance recorded in it, within thirty (30) days from the Statement Date recorded on that Account Statement.

If we do not notify you as required, you are entitled to treat the above Account Statements, entries and balances as complete, correct and binding on us and you will be released from all claims

by us in respect of those Account Statements, entries and balances.

You may use a microfilm, electronic or other reproduction of any Purchase or Cash Advance draft or other document evidencing Debt to establish our liability for that Debt. Upon request, you will provide a microfilm, electronic or other reproduction within a reasonable time frame of any Purchase or Cash Advance draft or other document evidencing the Debt.

If the item is a legitimate charge to the Cardholder's Account and the dispute is between the Cardholder or us and the merchant, we must still pay the Debt owing to you and settle the problem or dispute directly with the merchant. If the item is not a legitimate charge, you will return the item to the merchant and credit the Cardholder's Account.

25. **Authorized Person:** Upon signing this Agreement, we may designate one or more individuals as an Authorized Person who is authorized to act on our behalf and who may assist us in the administration of this Agreement.

26. **Exchange of Information Between You and Us:** Information about a Cardholder's use of their Account and Card, and pertinent information about any reimbursement of Debt received by the Cardholder from us, Cardholder employment status and location, and any other related Cardholder tracking information may be exchanged between you and us.

27. **Electronic Communication:** We acknowledge and agree that you may provide Account Statements, this Agreement or other document relating to a Cardholder's Account electronically including over the Internet or to an email address we provide you for this purpose, with our consent. Documents sent electronically will be considered "in writing" and to have been signed and delivered by you. You may rely on and consider any electronically authenticated document received from us or which appears to have been received from us as authorized and binding on us. In order to communicate with you by electronic means, we agree to comply and require each Cardholder to comply with certain security protocols that you may establish from time to time and to take all reasonable steps to prevent unauthorized access to any Account Statement and any other documents exchanged electronically.

28. **Collection, Use and Disclosure of Information:**

For purposes of this Section: (i) "Customer" means the person or entity which has signed this Agreement, its Representatives and its owners; and (ii)

"Representatives" mean directors, officers, employees, signing authorities, agents, contractors, subcontractors, service providers, consultants, internal or external auditors, legal or other professional advisors.

This Section describes how you collect, use and disclose Customer information in connection with this Agreement.

**1. Collecting Information**

You may collect and confirm financial and other information about Customer during the course of your relationship with Customer, including information:

- i. establishing Customer's existence, identity (for example, name, address, phone number, date of birth, etc.) and background;

- ii. related to transactions arising from Customer's relationship with and through you, and from other financial institutions;
- iii. provided on any application for products or services;
- iv. for the provision of products or services; and
- v. about Customer's financial behaviour, including payment history and credit worthiness.

You may obtain this information from any source necessary for the provision of products or services, including from: (i) Customer; (ii) service arrangements made with or through you; (iii) credit reporting agencies; (iv) other financial institutions; (v) registries; and (vi) references provided to you.

Customer acknowledges receipt of notice that from time to time reports about Customer may be obtained by you from credit reporting agencies.

## II. Using Information

All information collected by, and provided to you may be used and disclosed for the following purposes:

- i. to verify Customer's identity and investigate its background;
- ii. to open and operate the Accounts or provide other products and services;
- iii. to understand Customer's financial situation;
- iv. to determine, and make decisions about, the eligibility of Customer or Customer's affiliates for the products and services;
- v. to help you better understand the current and future needs of your clients;
- vi. to communicate to Customer any benefit, feature or other information about products and services;
- vii. to help you better manage your business and your relationship with Customer;
- viii. to operate the payment card network;
- ix. to maintain the accuracy and integrity of information held by a credit reporting agency; and
- x. as required or permitted by law.

For these purposes, you may (i) share the information with other persons, including your Representatives and regulators; (ii) share the information with other financial institutions and persons with whom Customer has financial or other business dealings; and (iii) give credit, financial and other related information to credit reporting agencies who may share it with other persons. In the event information is used or shared in a jurisdiction outside of Canada, the information will be subject to, and may be disclosed in accordance with, the laws of such jurisdiction. At Customer's request, you may give the information to other persons.

You may also use the information and share it with your affiliates to: (i) manage your risks and operations and those of your affiliates; (ii) comply with valid requests for information from regulators, government agencies, public bodies or other entities who have a right to issue such requests; and (iii) let your affiliates know Customer's choices under "Other Uses" below for the sole purpose of honouring Customer's choices.

If you have Customer's social insurance number, it may be used for tax related purposes and shared with appropriate government agencies, and may also be shared with credit reporting agencies for identification purposes.

## III. Other Uses

All information collected by, and provided to you may also be used and disclosed for the following purposes:

- i. promoting products and services that may be of interest;
- ii. where not prohibited by law, referring Customer to your affiliates and for your affiliates to promote products and services that may be of interest. Customer acknowledges that as a result of such sharing, you and your affiliates may advise each other of the products or services provided; and
- iii. if Customer deals with your affiliates, you and your affiliates may, where not prohibited by law, consolidate all of the information you have with information any of your affiliates has about

Customer in order to manage the business of, and relationships with, you and your affiliates.

For the purposes described in subsections (i) and (ii), you and your affiliates may communicate with Customer through various channels, including mail, telephone, computer or any other electronic channel, using the most recent contact information provided.

Customer may choose not to have this information shared or used for any of these "Other Uses" by contacting you, and Customer will not be refused credit or other services just for this reason.

#### IV. Online Activity

Online activity information may also be collected in public and secure websites owned or operated by you or on behalf of you or your affiliates, or in any of your advertisements hosted on another person's websites, using cookies and other tracking technology, and used with other information about the Customer to assess the effectiveness of online promotions, to gather data about website functionality, to understand its interests and needs, to provide a customized online experience, and to communicate to the Customer information about the products or services. The Customer may choose not to have this information collected or used for the online personalization purposes described in this Section by contacting you.

#### V. Contacting You

Customer may obtain access to personal information you have about any of them at any time, including to review its content and accuracy and have it amended as appropriate, except to the extent access may be restricted as permitted or required by law. To request access to personal information or to request that Customer's information not be used for "Other Uses", Customer will contact Customer's main branch or call you toll free at 1-800 ROYAL® 1-1 (1-800-769-2511). More information about your privacy policies may be obtained by asking for a copy of the "Financial fraud prevention and privacy protection" brochure, calling the toll free number above or visiting your website at [www.rbc.com/privacysecurity/ca/](http://www.rbc.com/privacysecurity/ca/).

#### VI. Personal Information

The parties will treat all personal information in accordance with applicable laws. From time to time, you may request the Customer to take steps, including the entering into of additional documents, to ensure the protection of personal information and compliance with all applicable laws. The Customer will promptly comply with these requests.

#### VII. Other Persons

You are not responsible for any loss that occurs as a result of any use, including any unauthorized use, of information by any person, other than you and your Representatives to the extent agreed by you in this Agreement.

#### VIII. Consents, etc.

The Customer confirms that any necessary consent, approval, or authorization of any person has been obtained for the purposes

of collecting, using, and disclosing their information in accordance with this Agreement and applicable laws.

#### IX. Additional Consent

The Customer's consents and agreements in this Agreement are in addition to any other consent, authorization, or preference of the Customer regarding the collection, use, disclosure, and retention of information.

#### X. Your Information

The Customer will use the products and services and your confidential information only for the purposes they are provided by you, and will ensure that your confidential information is not disclosed to any person except: (i) the Customer's Representatives who need to know such confidential information in connection with the products and services, provided that such Representatives are informed of the confidential nature of such confidential information and agree to treat same in accordance with terms substantially the same as in this Agreement; (ii) to the extent legally required, provided that, if not legally prohibited, the Customer will notify you in writing prior to any such disclosure; (iii) in accordance with this Agreement; or (iv) as otherwise agreed in writing by you.

#### XI. Remedies

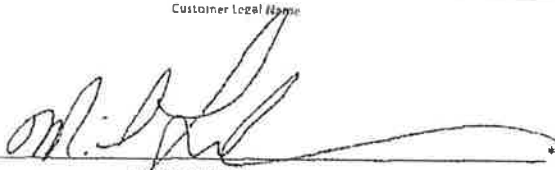
In the event of a breach or anticipated breach by a party or its Representatives of the confidentiality obligations under this Agreement, irreparable damages may occur to the other party and the amount of potential damages may be impossible to ascertain. Therefore, a party may, in addition to pursuing any remedies provided by applicable laws, seek to obtain equitable relief, including an injunction or an order of specific performance of the other party's confidentiality obligations under this Agreement.

29. **Liability Waiver Program:** The Liability Waiver Program applies to this Agreement and is made available at no cost to us. We may request you to waive, in accordance with the Liability Waiver Program, our liability under Section 9. for certain unauthorized charges posted to a Cardholder's Account. We agree to abide by the provisions of the Liability Waiver Program as in effect from time to time.
30. **Counterparts:** This Agreement may be executed in any number of counterparts, each of which when executed and delivered will be deemed to be an original, and those counterparts together will constitute one and the same agreement.
31. **Governing Law:** This Agreement shall be governed by the laws of our jurisdiction (or the laws of Ontario if we reside outside Canada) and the applicable laws of Canada.
32. **Complete Agreement, etc.:** This Agreement constitutes the complete agreement between you and us with respect to the subject matter hereof. No failure on your part to exercise, and no delay by you in exercising, any right under this Agreement will operate as a waiver thereof; nor will any single or partial exercise by you of any right under this Agreement preclude any other or further exercise thereof, or the exercise of any other right, by you under this Agreement.

Signed as of the \_\_\_\_\_ 7<sup>th</sup> day of \_\_\_\_\_, July 2015  
Month Year

MGT MANAGEMENT INC.

Customer Legal Name

Per:  \*

Name: MICHAEL TOMLINSON

Title: PRESIDENT

Per: \_\_\_\_\_ \*

Name:

Title:

Per: \_\_\_\_\_ \*

Name:

Title:

Per: \_\_\_\_\_ \*

Name:

Title:

(\* I /WE have authority to bind the Corporation.)

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## DISCLOSURE STATEMENT

1. **General:** This Disclosure Statement applies to the Account and each Card you have Issued on the Account.
2. **Interest Rates:** The Interest Rates are set out on each Account Statement. They are expressed as annual percentage rates.
3. **Annual Fee\*\*:**
  - Visa Business:** \$12.00 for each Visa Business Card.
  - Visa Business Gold:** \$40.00 for each Visa Business Gold Card.
  - Visa Business Platinum Avion®:** \$120.00 for the first Visa Business Platinum Avion Card opened and \$50.00 for each supplementary Visa Business Platinum Avion card opened by you.
  - \*\* Annual fees are not refundable
4. **Other Fees:** The following schedule of fees applies to the Account:
  - A. **Cash Advance Fee:** When we obtain the following types of Cash Advances at our standard Interest Rate (Cash Advances including Credit Card Cheques) or at an Introductory Interest Rate, a \$3.50 fee for each transaction will be charged to our Account, unless otherwise stated:
    - (i) cash withdrawals from our Account at one of your branches or ATMs, or at any other financial institution's ATM, in Canada;
    - (ii) bill payments from our Account (that are not pre-authorized charges that we set up with a merchant) or when we transfer funds from our Account to another RBC Royal Bank bank account at one of your branches or ATMs, or through your online banking or telephone banking service;
    - (iii) when we make Cash-Like transactions, in Canada.

If the cash withdrawal or Cash-Like transaction occurs outside Canada, a \$5.00 fee will be charged to our Account each time.

Fees are charged within 3 business days from when the transaction is posted.

There is no fee if we are using a Credit Card Cheque at our standard Interest Rate (Cash Advances including Credit Card Cheques) or Introductory Interest Rate.
  - B. **Promotional Rate Fee:** When we take advantage of a Promotional Interest Rate offer during the promotional period by writing a Credit Card Cheque or making a balance transfer through your online banking service or by calling your Cards Customer Service at 1-800 ROYAL® 1-2 (1-800-769-2512), a fee

representing up to 3% of the Credit Card Cheque or balance transfer amount will be charged to our Account. The exact Promotional Rate Fee will be disclosed at the time the offer is made to us. Fees are charged within 3 business days from when the transaction is posted.

**C. Dishonoured Payment Fee:** If a payment is not processed because a financial institution returns a cheque or refuses a pre-authorized debit, a \$45.00 fee will be charged to the Account on the date the payment reversal is posted. This fee is in addition to any fee charged for Insufficient funds in the bank account.

**D. Statement Update Fee:** No charge for a copy of Account Statement for a current statement period; \$5.00 for a copy of Account Statement for any other statement period. A \$1.50 fee will be charged for each Account Statement update obtained from one of your branches in Canada or at a banking machine that provides Account Statement updates.

**E. Sales/Cash Advance Draft Copy Fee:** No charge for a copy of a sales or Cash Advance draft referred to in the Account Statement for the current statement period; \$2.00 for each copy

of a sales or Cash Advance draft referred to in the Account Statement for any other statement period. (No charge for any draft copy to which an Account posting error applies.)

**F. Overlimit Fee:** If the Debt exceeds the Credit Limit at any time during the period covered by an Account Statement, a \$29.00 fee will be charged to the Account on the day the Debt exceeds the Credit Limit and on the first day of each subsequent Account Statement period if the Debt remains over the limit. A maximum of one Overlimit Fee per Account Statement period is charged.

**5. Foreign Currency Transactions:** You will bill us in Canadian currency. If any Debt or other transaction is not incurred in Canadian dollars, you will convert our charges into Canadian dollars at your exchange rate which is 2.5% over the exchange rate set by Visa International, in effect at the time you post the converted Debt or other transaction to the Account.

You will show the exchange rate for each transaction on our Account. If we are paying interest on our Account, interest will also be charged on the full value of our foreign Debt or other transaction, as determined using our exchange rate.

\* / Trademark(s) of Royal Bank of Canada. RBC and Royal Bank are registered trademarks of Royal Bank of Canada.™ † All other trademarks are the property of their respective owner(s).

# EXHIBIT "D"

This is Exhibit "D" referred to in the  
Affidavit of Natalia Naraine Sworn  
before me this 21st  
day of November, 2022.



A Commissioner for Oaths in  
and for the Province of Alberta

Melanie Cheddi  
Barrister & Solicitor

**ROYAL BANK OF CANADA CREDIT AGREEMENT**

DATE: July 2, 2021

<b>BORROWER:</b> MGT AGGREGATE PRODUCTS INC.	<b>SRF:</b> .162237259
<b>ADDRESS (Street, City/Town, Province, Postal Code)</b> 7 CALDWELL POINT SYLVAN LAKE, AB T4S 0N4	

Royal Bank of Canada (the "Bank") hereby confirms to the undersigned (the "Borrower") the following credit facilities (the "Credit Facilities"); banking services and other products subject to the terms and conditions set forth below and in the standard terms provided herewith (collectively the "Agreement"). The Credit Facilities are made available at the sole discretion of the Bank and the Bank may cancel or restrict availability of any unutilized portion of these facilities at any time and from time to time without notice.

**CREDIT FACILITIES**

**Facility #1 Variable rate term loan (non-revolving) in the amount of \$256,500.00:** Repayable by consecutive monthly principal payments of \$9,500.00 plus interest based on a 26 month amortization. Next payment is due June 30, 2021. This loan has a 1 month term and all outstanding principal and interest is payable in full on June 30, 2021. Interest rate: RBP + 3.00% per annum. Interest payable monthly, in arrears, on the same day each period as determined by the Bank;

Facility #1 as described above in the current amount of \$256,500.00; which is payable in full on June 30, 2021 (the "Original Facility #1 Maturity Date"); is renewed, subject to the following revised terms and conditions with effect from and after the Original Facility #1 Maturity Date:

**Facility #1 Variable rate term loan (non-revolving), fully drawn:** Repayable by consecutive monthly principal payments of \$9,500.00 plus interest based on a remaining 26 month amortization. First payment is due July 30, 2021. This loan has a 12 month term and all outstanding principal and interest is payable in full June 30, 2022. Interest rate: RBP + 2.00% per annum. Interest payable monthly, in arrears, on the same day each period as determined by the Bank.

**SECURITY:**

Security for the Borrowings and all other obligations of the Borrower to the Bank, including without limitation any amounts outstanding under any Leases, if applicable, (collectively the "Security"); shall include:

- a) General security agreement on the Bank's form 924 signed by the Borrower constituting a first ranking security interest in all personal property of the Borrower;
- b) Guarantee and postponement of claim on the Bank's form 812 in the amount of \$321,533.00 signed by Michael Tomlinson;
- c) Guarantee and postponement of claim on the Bank's form 812 in the amount of \$650,000.00 signed by Mgt Management Inc.; supported by a general security agreement on the Bank's form 924 constituting a first ranking security interest in all personal property of Mgt Management Inc.;
- d) Guarantee and postponement of claim on the Bank's form 812 in the amount of \$350,000.00 signed by Michael Tomlinson;
- e) Postponement and assignment of claim on the Bank's form 918 signed by Tomlinson, Michael;
- f) Postponement and assignment of claim on the Bank's form 918 signed by Alcedio Capital Inc.;
- g) Postponement and assignment of claim on the Bank's form 918 signed by Ctsa Holdings Inc.

\* Registered trademark of Royal Bank of Canada.

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## FEES

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### Renewal Fee:

If the Bank renews or extends any term facility or term loan beyond its maturity date, an additional renewal fee may be payable in connection with any such renewal in such amount as the Bank may determine and notify the Borrower.

## REPORTING REQUIREMENTS

The Borrower will provide to the Bank:

- a) annual notice to reader financial statements for the Borrower, within 120 days of each fiscal year end;
- b) annual review engagement financial statements for Mgt Management Inc, within 120 days of each fiscal year end;
- c) biennial personal statement of affairs for all Guarantors, who are individuals, within 120 days of the end of every second fiscal year of the Borrower, commencing with the fiscal year ending in 2022;
- d) such other financial and operating statements and reports as and when the Bank may reasonably require.

## BUSINESS LOAN INSURANCE PLAN

The Borrower hereby acknowledges that the Bank has offered it group creditor insurance coverage on the Borrowings under the Business Loan Insurance Plan and the Borrower hereby acknowledges that it is the Borrower's responsibility to apply for any new or increased insurance amount for the Borrowings that may be eligible.

If the Borrower decides to apply for insurance on the Borrowings, the application will be made via the Bank's Business Loan Insurance Plan application (form 3460 ENG or 53460 FRE). If the Borrower has existing uninsured Borrowings and decides not to apply for Business Loan Insurance Plan coverage on any new Borrowings, it hereby acknowledges that the Bank may accept the Borrower's signature below as the Borrower's waiver of the Bank's offer to apply for Business Loan Insurance Plan coverage on all such Borrowings, and that all such Borrowings are not insured under the Policy as at the date of acceptance of this Agreement:

If the Borrower has Business Loan Insurance Plan coverage on previously approved Borrowings, such coverage will be applied automatically to all new Borrowings eligible for Business Loan Insurance Plan coverage that share the same loan account number, up to the approved amount of Business Loan Insurance Plan coverage. This Agreement cannot be used to waive coverage on new Borrowings eligible for Business Loan Insurance Plan coverage if Business Loan Insurance Plan coverage is in effect on the Borrower's existing Borrowings. If the Borrower does not want Business Loan Insurance Plan coverage to apply to any new Borrowings, a different loan account number will need to be set up and all uninsured loans attached to it.

If the Borrower has existing Borrowings to which Business Loan Insurance Plan coverage applies, and any new Borrowings would exceed the approved amount of Business Loan Insurance Plan coverage already in place, the Borrower must apply for additional Business Loan Insurance Plan coverage (if eligible) in order for Business Loan Insurance Plan coverage to apply to any new Borrowings. If the Borrower decides not to apply for additional Business Loan Insurance Plan coverage in respect of any new Borrowings (if eligible), the Borrower hereby acknowledges that the Bank may accept the Borrower's signature below as the Borrower's waiver of the Bank's offer to apply for additional Business Loan Insurance Plan coverage on such new Borrowings and that such new Borrowings are not insured under the Policy as at the date the Borrower executes this Agreement:

If there are any discrepancies between the insurance information in this Agreement and the Business Loan Insurance Plan documents regarding the Borrowings, the Business Loan Insurance Plan documents govern.

Business Loan Insurance Plan premiums (plus applicable taxes), will be taken as a separate payment, directly from the bank account associated with the loan, at the same frequency and schedule as your regular loan payments, where applicable. As premiums are based on the outstanding loan balance and the insured person's age at the time the premiums are due, the cost of Business Loan Insurance Plan coverage may increase during the term of the loan. The premium calculation is set out in the Business Loan Insurance Plan terms and conditions provided to the Borrower at the time the application for Business Loan Insurance Plan coverage was completed. Refer to the terms and conditions (form 3460 ENG or 53460 FRE) for further explanation and disclosure.

## STANDARD TERMS

The following standard terms have been provided to the Borrower:

- Form 472 (11/2020) Royal Bank of Canada Credit Agreement – Standard Terms  
 Form 473 (02/2020) Royal Bank of Canada Credit Agreement – Margined Accounts' Standard Terms

\* Registered trademark of Royal Bank of Canada.

MC

**ACCEPTANCE**

This Agreement is open for acceptance until August 2, 2021; after which date it will be null and void; unless extended by the Bank in its sole discretion.

**ROYAL BANK OF CANADA**



Per: \_\_\_\_\_  
Title: Vice President

**RBC Contact: ARNOLD MASSON SLAS**

/mp

**CONFIRMATION & ACCEPTANCE**

The Borrower (i) confirms that it has received a copy of the Royal Bank of Canada Credit Agreement Standard Terms, Form 472, as well as all other standard terms which are hereinabove shown as having been delivered to the Borrower; all of which are incorporated in and form an integral part of this Agreement; and (ii) accepts and agrees to be bound by the terms and conditions of this Agreement including all terms and conditions contained in such standard terms.

Confirmed, accepted and agreed this 8 day of July, 2021.

**MGT/AGGREGATE PRODUCTS INC.**

Per: \_\_\_\_\_  
Name: Mike Tomlinson  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

I/We have the authority to bind the Borrower

\* Registered trademark of Royal Bank of Canada.

MC

# EXHIBIT "E"

**This is Exhibit "E" referred to in the  
Affidavit of Natalia Naraine Sworn  
before me this 21st  
day of November, 2022.**



---

**A Commissioner for Oaths in  
and for the Province of Alberta**

Melanle Cheddi  
Barrister & Solicitor



**Royal Bank of Canada**  
**Guarantee and Postponement of Claim**

SRF: 144708906  
Borrower: MGT MANAGEMENT INC.

4943 ROSS ST  
RED DEER  
ALBERTA  
T4N 1Y1  
CA

**TO: ROYAL BANK OF CANADA**

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by **MGT MANAGEMENT INC.** (hereinafter called the "Customer") to the Bank or remaining unpaid by the Customer to the Bank, heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the Customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the Customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "Liabilities"); the liability of the undersigned hereunder being limited to the sum of **\$897,375.00** together with interest thereon from the date of demand for payment at a rate equal to **the Bank's Prime Interest Rate plus 5.00 percent per annum** as well after as before default and judgment.

AND THE UNDERSIGNED AND EACH OF THEM (IF MORE THAN ONE) HEREBY JOINTLY AND SEVERALLY AGREE(S) WITH THE BANK AS FOLLOWS:

(1) The Bank may grant time, renewals, extensions, indulgences, releases and discharges to, take securities (which word as used herein includes securities taken by the Bank from the Customer and others, monies which the Customer has on deposit with the Bank, other assets of the Customer held by the Bank in safekeeping or otherwise, and other guarantees) from and give the same and any or all existing securities up to, abstain from taking securities from, or perfecting securities of, cease or refrain from giving credit or making loans or advances to, or change any term or condition applicable to the liabilities, including without limitation, the rate of interest or maturity date, if any, or introduce new terms and conditions with regard to the liabilities, or accept compositions from and otherwise deal with, the Customer and others and with all securities as the Bank may see fit, and may apply all moneys at any time received from the Customer or others or from securities upon such part of the liabilities as the Bank deems best and change any such application in whole or in part from time to time as the Bank may see fit, the whole without in any way limiting or lessening the liability of the undersigned under this guarantee, and no loss of or in respect of any securities received by the Bank from the Customer or others, whether occasioned by the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.

(2) This guarantee shall be a continuing guarantee and shall cover all the Liabilities, and it shall apply to and secure any ultimate balance due or remaining unpaid to the Bank.

(3) The Bank shall not be bound to exhaust its recourse against the Customer or others or any securities it may at any time hold before being entitled to payment from the undersigned of the Liabilities. The undersigned renounce(s) to all benefits of discussion and division.

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(4) The undersigned or any of them may, by notice in writing delivered to the Manager of the branch or agency of the Bank receiving this instrument, with effect from and after the date that is 30 days following the date of receipt by the Bank of such notice, determine their or his/her liability under this guarantee in respect of Liabilities thereafter incurred or arising but not in respect of any Liabilities theretofore incurred or arising even though not then matured, provided, however, that notwithstanding receipt of any such notice the Bank may fulfil any requirements of the Customer based on agreements express or implied made prior to the receipt of such notice and any resulting Liabilities shall be covered by this guarantee; and provided further that in the event of the determination of this guarantee as to one or more of the undersigned it shall remain a continuing guarantee as to the other or others of the undersigned.

(5) All indebtedness and liability, present and future, of the customer to the undersigned or any of them are hereby assigned to the Bank and postponed to the liabilities, and all moneys received by the undersigned or any of them in respect thereof shall be received in trust for the Bank and forthwith upon receipt shall be paid over to the Bank, the whole without in any way limiting or lessening the liability of the undersigned under the foregoing guarantee; and this assignment and postponement is independent of the said guarantee and shall remain in full effect notwithstanding that the liability of the undersigned or any of them under the said guarantee may be extinct. The term "Liabilities", as previously defined, for purposes of the postponement feature provided by this agreement, and this section in particular, includes any funds advanced or held at the disposal of the Customer under any line(s) of credit.

(6) This guarantee and agreement shall not be affected by the death or loss or diminution of capacity of the undersigned or any of them or by any change in the name of the Customer or in the membership of the Customer's firm through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, or by the acquisition of the Customer's business by a corporation, or by any change whatsoever in the objects, capital structure or constitution of the Customer, or by the Customer's business being amalgamated with a corporation, but shall notwithstanding the happening of any such event continue to apply to all the Liabilities whether theretofore or thereafter incurred or arising and in this instrument the word "Customer" shall include every such firm and corporation.

(7) This guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time or times of any sum or sums of money for the time being due or remaining unpaid to the Bank, and all dividends, compositions, proceeds of security valued and payments received by the Bank from the Customer or from others or from estates shall be regarded for all purposes as payments in gross without any right on the part of the undersigned to claim in reduction of the liability under this guarantee the benefit of any such dividends, compositions, proceeds or payments or any securities held by the Bank or proceeds thereof, and the undersigned shall have no right to be subrogated in any rights of the Bank until the Bank shall have received payment in full of the Liabilities.

(8) All monies, advances, renewals, credits and credit facilities in fact borrowed or obtained from the Bank shall be deemed to form part of the Liabilities, notwithstanding any lack or limitation of status or of power, incapacity or disability of the Customer or of the directors, partners or agents of the Customer, or that the Customer may not be a legal or suable entity, or any irregularity, defect or informality in the borrowing or obtaining of such monies, advances, renewals, credits or credit facilities, or any other reason, similar or not, the whole whether known to the Bank or not. Any sum which may not be recoverable from the undersigned on the footing of a guarantee, whether for the reasons set out in the previous sentence, or for any other reason, similar or not, shall be recoverable from the undersigned and each of them as sole or principal debtor in respect of that sum, and shall be paid to the Bank on demand with interest and accessories.

(9) This guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given, at any time held by the Bank, and any present or future obligation to the Bank incurred or arising otherwise than under a guarantee, of the undersigned or any of them or of any other obligant, whether bound with or apart from the Customer; excepting any guarantee surrendered for cancellation on delivery of this instrument or confirmed in writing by the Bank to be cancelled.

(10) The undersigned and each of them shall be bound by any account settled between the Bank and the Customer, and if no such account has been so settled immediately before demand for payment under this guarantee any account stated by the Bank shall be accepted by the undersigned and each of them as conclusive evidence of the amount which at the date of the account so stated is due by the Customer to the Bank or remains unpaid by the Customer to the Bank.

(11) This guarantee and agreement shall be operative and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank shall

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be conclusive evidence against the undersigned and each of them that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any conditions precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Bank each signatory thereof obtains from the Manager of the branch or agency of the Bank receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.

(12) No suit based on this guarantee shall be instituted until demand for payment has been made, and demand for payment shall be deemed to have been effectually made upon any guarantor if and when an envelope containing such demand, addressed to such guarantor at the address of such guarantor last known to the Bank, is posted, postage prepaid, in the post office, and in the event of the death of any guarantor demand for payment addressed to any of such guarantor's heirs, executors, administrators or legal representatives at the address of the addressee last known to the Bank and posted as aforesaid shall be deemed to have been effectually made upon all of them. Moreover, when demand for payment has been made, the undersigned shall also be liable to the Bank for all legal costs (on a solicitor and own client basis) incurred by or on behalf of the Bank resulting from any action instituted on the basis of this guarantee. All payments hereunder shall be made to the Bank at a branch or agency of the Bank.

(13) This instrument covers all agreements between the parties hereto relative to this guarantee and assignment and postponement, and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein.

(14) This guarantee and agreement shall extend to and enure to the benefit of the Bank and its successors and assigns, an every reference herein to the undersigned or to each of them or to any of them, is a reference to and shall be construed as including the undersigned and the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned or of each of them or of any of them, as the case may be, to and upon all of whom this guarantee and agreement shall extend and be binding.

(15) Prime Interest Rate is the annual rate of interest announced from time to time by Royal Bank of Canada as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada.

(16) This Guarantee and Postponement of Claim shall be governed by and construed in accordance with the laws of the province of ALBERTA ("Jurisdiction"). The undersigned irrevocably submits to the courts of the Jurisdiction in any action or proceeding arising out of or relating to this Guarantee and Postponement of Claim, and irrevocably agrees that all such actions and proceedings may be heard and determined in such courts, and irrevocably waives, to the fullest extent possible, the defense of an inconvenient forum. The undersigned agrees that a judgment or order in any such action or proceeding may be enforced in other jurisdictions in any manner provided by law. Provided, however, that the Bank may serve legal process in any manner permitted by law or may bring an action or proceeding against the undersigned or the property or assets of the undersigned in the courts of any other jurisdiction.

(17) The Undersigned hereby acknowledges receipt of a copy of this agreement.

Nicobio In all S.A. (pl Ontario.) (18) The Undersigned hereby waives Undersigned's right to receive a copy of any Financing Statement or Financing Change Statement registered by the Bank.

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Royal Bank of Canada

## Postponement and Assignment of Claim

SRF: 144708906  
 Borrower: MGT MANAGEMENT INC.

4943 ROSS ST  
 RED DEER  
 ALBERTA  
 T4N 1Y1  
 CA

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, all debts and liabilities, present and future (the "Liabilities"), of **MGT MANAGEMENT INC.** (hereinafter called the "Borrower") to the Undersigned, or any of them, are hereby deferred and postponed by the Undersigned, and each of them, to the debts, liabilities and advances, present and future (the "Obligations"), of the Borrower to the Royal Bank of Canada (the "Bank") and it is agreed by the Undersigned, and each of them, that until all Obligations of the Borrower to the Bank have been paid, no payment shall be made or received on account of any Liabilities of the Borrower to the Undersigned, or any of them, and that any payments which may be received by the Undersigned, or any of them, from the Borrower (or from any third party on account of or otherwise for the benefit of the Borrower) notwithstanding the foregoing shall be received in trust for the Bank and shall be paid over to the Bank forthwith upon receipt but no such payment shall have the effect of reducing the Obligations of the Borrower to the Bank until the same is actually received by the Bank; and none of the Liabilities of the Borrower to the Undersigned, or any of them, shall be released, transferred or charged in any manner whatsoever or allowed or permitted to become unenforceable through lapse of time, and the Bank may, but shall not be bound to, claim and prove in respect of any or all Liabilities of the Borrower to the Undersigned, or any of them, in any bankruptcy, insolvency, composition, scheme of arrangement, liquidation or winding-up, voluntary or involuntary, affecting the Borrower or any distribution of assets of the Borrower among creditors of the Borrower, and all of the Liabilities of the Borrower to the Undersigned, or any of them, are hereby assigned and transferred to the Bank and all dividends or other sums which may be or become payable in respect thereof shall be due and be paid to the Bank until the Bank shall have received, together with dividends on the Obligations of the Borrower to the Bank, the full amount of the said Obligations; and the Undersigned, and each of them, will from time to time execute all such statements, proofs of claims, transfers, assignments and documents and do all such other acts and things as the Bank may request from time to time to implement any and all of the foregoing.

IT IS AGREED by the Parties hereto that the Borrower will pay all costs, charges and expenses reasonably incurred by the Bank whether directly or for services rendered (including reasonable solicitors' and auditors' costs, registration costs and other legal expenses), in operating the Borrower's accounts, in preparing or enforcing this Agreement, and all such costs, charges and expenses.

IT IS AGREED by the Parties hereto that the Obligations of the Borrower to the Bank, whenever referred to herein, shall include any and all funds advanced or held at the disposal of the Borrower under any line(s) of credit.

THIS AGREEMENT shall extend to and enure to the benefit of the Bank and its successors and assigns and shall be binding upon the Undersigned and the heirs, executors, administrators, legal representatives, successors and assigns of the Undersigned, and each of them.

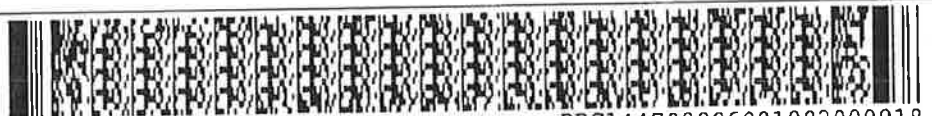
(Applicable in PPSA Provinces)

The Undersigned hereby acknowledges receipt of a copy of this agreement.

(Applicable in all PPSA  
 Provinces except Ontario)

The Undersigned hereby waives Undersigned's right to receive a copy of any financing statement or financing change statement registered by the Bank, or of any verification statement with respect to any financing statement registered by the Bank.

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MC

EXECUTED at Red Deer, AB this April 10, 2015  
(Month) (Day) (Year)

In the presence of

Witness [Signature]

[Signature]  
MICHAEL TOMLINSON

The "Borrower" named above hereby acknowledges receipt of a copy of the foregoing Agreement, accepts the assignment and transfer contained therein and further agrees with the Bank to give effect to all of the provisions of the foregoing Agreement.

EXECUTED at Red Deer, AB this April 10, 2015  
(Month) (Day) (Year)

In the presence of

Witness [Signature]

MGT MANAGEMENT INC.  
[Signature]

Witness

Insert the full name and address of Debtor (Undersigned above)

Full name and address

MICHAEL TOMLINSON  
52 ROZIER CLOSE  
SYLVAN LAKE  
ALBERTA  
T4S0B7

Please do not write in this area



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MC

1. *Handwritten text, possibly a name or title.*  
 2. *Handwritten text, possibly a name or title.*  
 3. *Handwritten text, possibly a name or title.*

The following information was obtained from the records of the  
 Department of the Interior, Bureau of Land Management, and is  
 being furnished to you for your information.

4. *Handwritten text, possibly a name or title.*  
 5. *Handwritten text, possibly a name or title.*  
 6. *Handwritten text, possibly a name or title.*

If you have any questions regarding this information, please  
 contact the Bureau of Land Management at the address listed below.

Bureau of Land Management  
 Department of the Interior  
 Washington, D.C. 20240

ALL INFORMATION CONTAINED  
 HEREIN IS UNCLASSIFIED  
 DATE 08-14-2013 BY 60322 UCBAW/STP



Royal Bank of Canada  
Guarantee and Postponement of Claim

SRF: 144708906  
Borrower: MGT MANAGEMENT INC.

4943 ROSS ST  
RED DEER  
ALBERTA  
T4N 1Y1  
CA

**TO: ROYAL BANK OF CANADA**

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by **MGT MANAGEMENT INC.** (hereinafter called the "Customer") to the Bank or remaining unpaid by the Customer to the Bank, heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the Customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the Customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "Liabilities"); the liability of the undersigned hereunder being limited to the sum of **\$320,000.00** together with interest thereon from the date of demand for payment at a rate equal to the **Bank's Prime Interest Rate plus 5.00 percent per annum** as well after as before default and judgment.

AND THE UNDERSIGNED AND EACH OF THEM (IF MORE THAN ONE) HEREBY JOINTLY AND SEVERALLY AGREE(S) WITH THE BANK AS FOLLOWS:

(1) The Bank may grant time, renewals, extensions, indulgences, releases and discharges to, take securities (which word as used herein includes securities taken by the Bank from the Customer and others, monies which the Customer has on deposit with the Bank, other assets of the Customer held by the Bank in safekeeping or otherwise, and other guarantees) from and give the same and any or all existing securities up to, abstain from taking securities from, or perfecting securities of, cease or refrain from giving credit or making loans or advances to, or change any term or condition applicable to the Liabilities, including without limitation, the rate of interest or maturity date, if any, or introduce new terms and conditions with regard to the Liabilities, or accept compositions from and otherwise deal with, the Customer and others and with all securities as the Bank may see fit, and may apply all moneys at any time received from the Customer or others or from securities upon such part of the Liabilities as the Bank deems best and change any such application in whole or in part from time to time as the Bank may see fit, the whole without in any way limiting or lessening the liability of the undersigned under this guarantee, and no loss of or in respect of any securities received by the Bank from the Customer or others, whether occasioned by the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.

(2) This guarantee shall be a continuing guarantee and shall cover all the Liabilities, and it shall apply to and secure any ultimate balance due or remaining unpaid to the Bank.

(3) The Bank shall not be bound to exhaust its recourse against the Customer or others or any securities it may at any time hold before being entitled to payment from the undersigned of the Liabilities. The undersigned renounce(s) to all benefits of discussion and division.

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(4) The undersigned or any of them may, by notice in writing delivered to the Manager of the branch or agency of the Bank receiving this instrument, with effect from and after the date that is 30 days following the date of receipt by the Bank of such notice, determine their or his/her liability under this guarantee in respect of Liabilities thereafter incurred or arising but not in respect of any Liabilities theretofore incurred or arising even though not then matured, provided, however, that notwithstanding receipt of any such notice the Bank may fulfil any requirements of the Customer based on agreements express or implied made prior to the receipt of such notice and any resulting Liabilities shall be covered by this guarantee; and provided further that in the event of the determination of this guarantee as to one or more of the undersigned it shall remain a continuing guarantee as to the other or others of the undersigned.

(5) All indebtedness and liability, present and future, of the customer to the undersigned or any of them are hereby assigned to the Bank and postponed to the Liabilities, and all moneys received by the undersigned or any of them in respect thereof shall be received in trust for the Bank and forthwith upon receipt shall be paid over to the Bank, the whole without in any way limiting or lessening the liability of the undersigned under the foregoing guarantee; and this assignment and postponement is independent of the said guarantee and shall remain in full effect notwithstanding that the liability of the undersigned or any of them under the said guarantee may be extinct. The term "Liabilities", as previously defined, for purposes of the postponement feature provided by this agreement, and this section in particular, includes any funds advanced or held at the disposal of the Customer under any line(s) of credit.

(6) This guarantee and agreement shall not be affected by the death or loss or diminution of capacity of the undersigned or any of them or by any change in the name of the Customer or in the membership of the Customer's firm through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, or by the acquisition of the Customer's business by a corporation, or by any change whatsoever in the objects, capital structure or constitution of the Customer, or by the Customer's business being amalgamated with a corporation, but shall notwithstanding the happening of any such event continue to apply to all the Liabilities whether theretofore or thereafter incurred or arising and in this instrument the word "Customer" shall include every such firm and corporation.

(7) This guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time or times of any sum or sums of money for the time being due or remaining unpaid to the Bank, and all dividends, compositions, proceeds of security valued and payments received by the Bank from the Customer or from others or from estates shall be regarded for all purposes as payments in gross without any right on the part of the undersigned to claim in reduction of the liability under this guarantee the benefit of any such dividends, compositions, proceeds or payments or any securities held by the Bank or proceeds thereof, and the undersigned shall have no right to be subrogated in any rights of the Bank until the Bank shall have received payment in full of the Liabilities.

(8) All monies, advances, renewals, credits and credit facilities in fact borrowed or obtained from the Bank shall be deemed to form part of the Liabilities, notwithstanding any lack or limitation of status or of power, incapacity or disability of the Customer or of the directors, partners or agents of the Customer, or that the Customer may not be a legal or suable entity, or any irregularity, defect or informality in the borrowing or obtaining of such monies, advances, renewals, credits or credit facilities, or any other reason, similar or not, the whole whether known to the Bank or not. Any sum which may not be recoverable from the undersigned on the footing of a guarantee, whether for the reasons set out in the previous sentence, or for any other reason, similar or not, shall be recoverable from the undersigned and each of them as sole or principal debtor in respect of that sum, and shall be paid to the Bank on demand with interest and accessories.

(9) This guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given, at any time held by the Bank, and any present or future obligation to the Bank incurred or arising otherwise than under a guarantee, of the undersigned or any of them or of any other obligant, whether bound with or apart from the Customer; excepting any guarantee surrendered for cancellation on delivery of this instrument or confirmed in writing by the Bank to be cancelled.

(10) The undersigned and each of them shall be bound by any account settled between the Bank and the Customer, and if no such account has been so settled immediately before demand for payment under this guarantee any account stated by the Bank shall be accepted by the undersigned and each of them as conclusive evidence of the amount which at the date of the account so stated is due by the Customer to the Bank or remains unpaid by the Customer to the Bank.

(11) This guarantee and agreement shall be operative and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank shall

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be conclusive evidence against the undersigned and each of them that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any conditions precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Bank each signatory thereof obtains from the Manager of the branch or agency of the Bank receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.

(12) No suit based on this guarantee shall be instituted until demand for payment has been made, and demand for payment shall be deemed to have been effectually made upon any guarantor if and when an envelope containing such demand, addressed to such guarantor at the address of such guarantor last known to the Bank, is posted, postage prepaid, in the post office, and in the event of the death of any guarantor demand for payment addressed to any of such guarantor's heirs, executors, administrators or legal representatives at the address of the addressee last known to the Bank and posted as aforesaid shall be deemed to have been effectually made upon all of them. Moreover, when demand for payment has been made, the undersigned shall also be liable to the Bank for all legal costs (on a solicitor and own client basis) incurred by or on behalf of the Bank resulting from any action instituted on the basis of this guarantee. All payments hereunder shall be made to the Bank at a branch or agency of the Bank.

(13) This instrument covers all agreements between the parties hereto relative to this guarantee and assignment and postponement, and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein.

(14) This guarantee and agreement shall extend to and enure to the benefit of the Bank and its successors and assigns, an every reference herein to the undersigned or to each of them or to any of them, is a reference to and shall be construed as including the undersigned and the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned or of each of them or of any of them, as the case may be, to and upon all of whom this guarantee and agreement shall extend and be binding.

(15) Prime Interest Rate is the annual rate of interest announced from time to time by Royal Bank of Canada as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada.

(16) This Guarantee and Postponement of Claim shall be governed by and construed in accordance with the laws of the province of ALBERTA ("Jurisdiction"). The undersigned irrevocably submits to the courts of the Jurisdiction in any action or proceeding arising out of or relating to this Guarantee and Postponement of Claim, and irrevocably agrees that all such actions and proceedings may be heard and determined in such courts, and irrevocably waives, to the fullest extent possible, the defense of an inconvenient forum. The undersigned agrees that a judgment or order in any such action or proceeding may be enforced in other jurisdictions in any manner provided by law. Provided, however, that the Bank may serve legal process in any manner permitted by law or may bring an action or proceeding against the undersigned or the property or assets of the undersigned in the courts of any other jurisdiction.

(17) The Undersigned hereby acknowledges receipt of a copy of this agreement.

licable in all  
S.A.  
of Ontario.) (18) The Undersigned hereby waives Undersigned's right to receive a copy of any Financing Statement or Financing Change Statement registered by the Bank.

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RBC144708906003005000812

EXECUTED this FEBRUARY 18, 2016  
(MONTH) (DAY) (YEAR)

IN THE PRESENCE OF

[Signature]  
Witness Signature:

[Signature]  
MICHAEL TOMLINSON

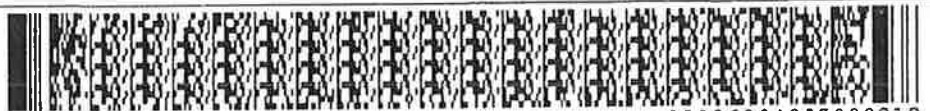
Name: **CHRIS STEPHAN**  
Barrister & Solicitor

Insert the full name and address of Guarantor (Undersigned above).

Full name and address

MICHAEL TOMLINSON  
52 ROZIER CLOSE  
SYLVAN LAKE  
ALBERTA  
T4S0B7  
CA

Please do not write in this area



RBC144708906004005000812

ML

(To be completed when the guarantee is stated to be governed by the laws of the Province of Alberta, the loan is repayable in Alberta, the guarantee is executed in Alberta, the Customer carries on business in Alberta, or the guarantor is resident or owns assets in Alberta.)

To be completed only when the guarantor is not a corporation)

**THE GUARANTEES ACKNOWLEDGEMENT ACT, (ALBERTA)  
CERTIFICATE OF BARRISTER AND SOLICITOR**

I HEREBY CERTIFY THAT:

(1) MICHAEL TOMLINSON, the guarantor in the guarantee dated FEB. 18, /16 made between ROYAL BANK OF CANADA and MICHAEL TOMLINSON, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;

(2) I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

**CHRIS STEPHAN**  
Barrister & Solicitor

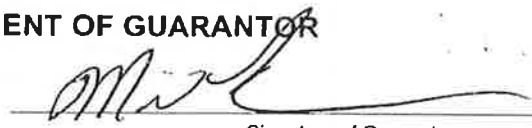
CERTIFIED by \_\_\_\_\_, Barrister and Solicitor at the CITY of RED DEER, in the Province of Alberta, this 18<sup>th</sup> day of FEBRUARY, 2016.

  
Signature  
**CHRIS STEPHAN**  
Barrister & Solicitor

(Guarantor to sign in presence of Barrister and Solicitor)

**STATEMENT OF GUARANTOR**

I am the person named in the certificate

  
Signature of Guarantor

Please do not write in this area



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# EXHIBIT "F"

**This is Exhibit "F" referred to in the  
Affidavit of Natalia Naraine Sworn  
before me this 21st  
day of November, 2022.**



**A Commissioner for Oaths in  
and for the Province of Alberta**

Melanie Cheddi  
Barrister & Solicitor



Royal Bank of Canada  
Guarantee and Postponement of Claim

SRF: 144708906  
Borrower: MGT MANAGEMENT INC.

4943 ROSS ST  
RED DEER  
ALBERTA  
T4N 1Y1  
CA

**TO: ROYAL BANK OF CANADA**

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by **MGT MANAGEMENT INC.** (hereinafter called the "Customer") to the Bank or remaining unpaid by the Customer to the Bank, heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the Customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the Customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "Liabilities"); the liability of the undersigned hereunder being limited to the sum of **\$1,725,000.00** together with interest thereon from the date of demand for payment at a rate equal to the **Bank's Prime Interest Rate plus 5.00 percent per annum** as well after as before default and judgment.

AND THE UNDERSIGNED AND EACH OF THEM (IF MORE THAN ONE) HEREBY JOINTLY AND SEVERALLY AGREE(S) WITH THE BANK AS FOLLOWS:

(1) The Bank may grant time, renewals, extensions, indulgences, releases and discharges to, take securities (which word as used herein includes securities taken by the Bank from the Customer and others, monies which the Customer has on deposit with the Bank, other assets of the Customer held by the Bank in safekeeping or otherwise, and other guarantees) from and give the same and any or all existing securities up to, abstain from taking securities from, or perfecting securities of, cease or refrain from giving credit or making loans or advances to, or change any term or condition applicable to the Liabilities, including without limitation, the rate of interest or maturity date, if any, or introduce new terms and conditions with regard to the Liabilities, or accept compositions from and otherwise deal with, the Customer and others and with all securities as the Bank may see fit, and may apply all moneys at any time received from the Customer or others or from securities upon such part of the Liabilities as the Bank deems best and change any such application in whole or in part from time to time as the Bank may see fit, the whole without in any way limiting or lessening the liability of the undersigned under this guarantee, and no loss of or in respect of any securities received by the Bank from the Customer or others, whether occasioned by the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.

(2) This guarantee shall be a continuing guarantee and shall cover all the Liabilities, and it shall apply to and secure any ultimate balance due or remaining unpaid to the Bank.

(3) The Bank shall not be bound to exhaust its recourse against the Customer or others or any securities it may at any time hold before being entitled to payment from the undersigned of the Liabilities. The undersigned renounce(s) to all benefits of discussion and division.

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(4) The undersigned or any of them may, by notice in writing delivered to the Manager of the branch or agency of the Bank receiving this instrument, with effect from and after the date that is 30 days following the date of receipt by the Bank of such notice, determine their or his/her liability under this guarantee in respect of Liabilities thereafter incurred or arising but not in respect of any Liabilities theretofore incurred or arising even though not then matured, provided, however, that notwithstanding receipt of any such notice the Bank may fulfil any requirements of the Customer based on agreements express or implied made prior to the receipt of such notice and any resulting Liabilities shall be covered by this guarantee; and provided further that in the event of the determination of this guarantee as to one or more of the undersigned it shall remain a continuing guarantee as to the other or others of the undersigned.

(5) All indebtedness and liability, present and future, of the customer to the undersigned or any of them are hereby assigned to the Bank and postponed to the Liabilities, and all moneys received by the undersigned or any of them in respect thereof shall be received in trust for the Bank and forthwith upon receipt shall be paid over to the Bank, the whole without in any way limiting or lessening the liability of the undersigned under the foregoing guarantee; and this assignment and postponement is independent of the said guarantee and shall remain in full effect notwithstanding that the liability of the undersigned or any of them under the said guarantee may be extinct. The term "Liabilities", as previously defined, for purposes of the postponement feature provided by this agreement, and this section in particular, includes any funds advanced or held at the disposal of the Customer under any line(s) of credit.

(6) This guarantee and agreement shall not be affected by the death or loss or diminution of capacity of the undersigned or any of them or by any change in the name of the Customer or in the membership of the Customer's firm through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, or by the acquisition of the Customer's business by a corporation, or by any change whatsoever in the objects, capital structure or constitution of the Customer, or by the Customer's business being amalgamated with a corporation, but shall notwithstanding the happening of any such event continue to apply to all the Liabilities whether theretofore or thereafter incurred or arising and in this instrument the word "Customer" shall include every such firm and corporation.

(7) This guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time or times of any sum or sums of money for the time being due or remaining unpaid to the Bank, and all dividends, compositions, proceeds of security valued and payments received by the Bank from the Customer or from others or from estates shall be regarded for all purposes as payments in gross without any right on the part of the undersigned to claim in reduction of the liability under this guarantee the benefit of any such dividends, compositions, proceeds or payments or any securities held by the Bank or proceeds thereof, and the undersigned shall have no right to be subrogated in any rights of the Bank until the Bank shall have received payment in full of the Liabilities.

(8) All monies, advances, renewals, credits and credit facilities in fact borrowed or obtained from the Bank shall be deemed to form part of the Liabilities, notwithstanding any lack or limitation of status or of power, incapacity or disability of the Customer or of the directors, partners or agents of the Customer, or that the Customer may not be a legal or suable entity, or any irregularity, defect or informality in the borrowing or obtaining of such monies, advances, renewals, credits or credit facilities, or any other reason, similar or not, the whole whether known to the Bank or not. Any sum which may not be recoverable from the undersigned on the footing of a guarantee, whether for the reasons set out in the previous sentence, or for any other reason, similar or not, shall be recoverable from the undersigned and each of them as sole or principal debtor in respect of that sum, and shall be paid to the Bank on demand with interest and accessories.

(9) This guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given, at any time held by the Bank, and any present or future obligation to the Bank incurred or arising otherwise than under a guarantee, of the undersigned or any of them or of any other obligant, whether bound with or apart from the Customer; excepting any guarantee surrendered for cancellation on delivery of this instrument or confirmed in writing by the Bank to be cancelled.

(10) The undersigned and each of them shall be bound by any account settled between the Bank and the Customer, and if no such account has been so settled immediately before demand for payment under this guarantee any account stated by the Bank shall be accepted by the undersigned and each of them as conclusive evidence of the amount which at the date of the account so stated is due by the Customer to the Bank or remains unpaid by the Customer to the Bank.

(11) This guarantee and agreement shall be operative and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank shall

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be conclusive evidence against the undersigned and each of them that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any conditions precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Bank each signatory thereof obtains from the Manager of the branch or agency of the Bank receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.

(12) No suit based on this guarantee shall be instituted until demand for payment has been made, and demand for payment shall be deemed to have been effectually made upon any guarantor if and when an envelope containing such demand, addressed to such guarantor at the address of such guarantor last known to the Bank, is posted, postage prepaid, in the post office, and in the event of the death of any guarantor demand for payment addressed to any of such guarantor's heirs, executors, administrators or legal representatives at the address of the addressee last known to the Bank and posted as aforesaid shall be deemed to have been effectually made upon all of them. Moreover, when demand for payment has been made, the undersigned shall also be liable to the Bank for all legal costs (on a solicitor and own client basis) incurred by or on behalf of the Bank resulting from any action instituted on the basis of this guarantee. All payments hereunder shall be made to the Bank at a branch or agency of the Bank.

(13) This instrument covers all agreements between the parties hereto relative to this guarantee and assignment and postponement, and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein.

(14) This guarantee and agreement shall extend to and enure to the benefit of the Bank and its successors and assigns, an every reference herein to the undersigned or to each of them or to any of them, is a reference to and shall be construed as including the undersigned and the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned or of each of them or of any of them, as the case may be, to and upon all of whom this guarantee and agreement shall extend and be binding.

(15) Prime Interest Rate is the annual rate of interest announced from time to time by Royal Bank of Canada as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada.

(16) This Guarantee and Postponement of Claim shall be governed by and construed in accordance with the laws of the province of ALBERTA ("Jurisdiction"). The undersigned irrevocably submits to the courts of the Jurisdiction in any action or proceeding arising out of or relating to this Guarantee and Postponement of Claim, and irrevocably agrees that all such actions and proceedings may be heard and determined in such courts, and irrevocably waives, to the fullest extent possible, the defense of an inconvenient forum. The undersigned agrees that a judgment or order in any such action or proceeding may be enforced in other jurisdictions in any manner provided by law. Provided, however, that the Bank may serve legal process in any manner permitted by law or may bring an action or proceeding against the undersigned or the property or assets of the undersigned in the courts of any other jurisdiction.

(17) The Undersigned hereby acknowledges receipt of a copy of this agreement.

(18) The Undersigned hereby waives Undersigned's right to receive a copy of any Financing Statement or Financing Change Statement registered by the Bank.

(Applicable in all P.P.S.A. except Ontario)

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EXECUTED this May 15 2017  
(MONTH) (DAY) (YEAR)

IN THE PRESENCE OF

  
Witness Signature:  
Ben Bunnitt  
Name:

MGT AGGREGATE PRODUCTS INC.  


Witness Signature:

Name:

Insert the full name and address of Guarantor (Undersigned above).

Full name and address

MGT AGGREGATE PRODUCTS INC.  
52 ROZIER CLOSE  
SYLVAN LAKE  
ALBERTA  
T4S0B7  
CA

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### Resolution of Directors

MGT AGGREGATE PRODUCTS INC. (the "Guarantor")

SRF: 144708906  
Borrower: MGT MANAGEMENT INC.

4943 ROSS ST  
RED DEER  
ALBERTA  
T4N 1Y1  
CA

Whereas it is deemed expedient and in the best interests of the Guarantor that it lend assistance to **MGT MANAGEMENT INC.** (the "Customer") in connection with its borrowings, both present and future, from ROYAL BANK OF CANADA (the "Bank"),

NOW THEREFORE BE IT DULY RESOLVED

1. THAT the Guarantor guarantee payment to the Bank of all present and future debts and liabilities, including interest due at any time by the Customer to the Bank; provided that the liability of the Guarantor shall be limited to the sum of **\$1,725,000.00** together with interest from the date of demand for payment at the Bank's Prime Interest Rate plus 5.00 percent per annum;

For the purposes hereof (where applicable), Prime Interest Rate means the annual rate of interest announced from time to time by the Bank as a reference rate then in effect for determining interest rates on Canadian Dollar commercial loans in Canada.

2. THAT the Guarantor further secure the Bank by postponing all debts and claims, present and future, of the Guarantor against the Customer to the debts and claims of the Bank against the Customer.

3. THAT the Guarantee and Postponement of Claim upon the Bank's form, a copy of which has been submitted to this meeting, be and is hereby approved as containing a correct statement of the terms and conditions upon which the said guarantee and postponement are to be made and that the said Guarantee and Postponement of Claim be duly executed for and in the name of the Guarantor (under the corporate seal where required)

by M. K. Tomlinson Pres. (IDENTIFY BY NAME AND TITLE)

and (IDENTIFY BY NAME AND TITLE)

with such alterations, additions, amendments and deletions as they may approve; and that the Guarantee and Postponement of Claim/Suretyship and Subordination of Claims so executed is the Guarantee and Postponement of Claim authorized by this resolution.

4. THAT for the purpose of securing this Guarantee, or any present or future debts or liabilities, including interest due at any time, by the Customer to the Bank, the Guarantor shall provide to the Bank any security, including accommodation endorsements, which the Bank may request, and that for such purpose the officers of the Guarantor mentioned in paragraph 3 hereof be and they are hereby empowered for and on behalf of the Guarantor to provide such security and to execute such further documents as the Bank may require.

5. THAT a copy of this Resolution, certified by the Secretary of the Guarantor (under the corporate seal where required) be given to the branch of the Bank where the Customer has its account, and that the designation of the officers under Section 3

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of this Resolution shall be binding upon the Guarantor until a Resolution, certified by the Secretary of the Guarantor, changing the officers is received by that branch of the Bank.

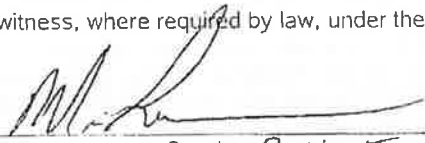
CERTIFICATE

It is hereby certified by the undersigned that the foregoing is a Resolution of the Directors of the Guarantor in accordance with the Guarantor's By-laws, constating documents, any unanimous shareholders' agreements made by the shareholders of the Guarantor and all other laws governing the Guarantor, all as amended from time to time, which Resolution is now in full force and effect.

It is hereby further certified that there are no provisions in the articles or by-laws of the Guarantor or in any unanimous shareholder agreement which restrict or limit the powers of the Guarantor or of its directors to borrow money upon the credit of the Guarantor, to issue, reissue, sell or pledge debt obligations of the Guarantor, to give a guarantee on behalf of the Guarantor to secure the performance of an obligation of any person, to mortgage, hypothecate, pledge or otherwise create a security interest in all or any property of the Guarantor, owned or subsequently acquired, to secure any obligation of the Guarantor and to delegate the powers referred to above to a director, officer or committee of directors.

CERTIFIED this May 15 2017, as witness, where required by law, under the corporate seal of the Guarantor. (MONTH) (DAY) (YEAR)

(Corporate Seal where required by law)

  
Secretary/President

Please do not write in this area



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# EXHIBIT "G"

This is Exhibit "G" referred to in the  
Affidavit of Natalia Naraine Sworn  
before me this 21st  
day of November, 2022.



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A Commissioner for Oaths in  
and for the Province of Alberta

Melanie Cheddi  
Barrister & Solicitor



**Royal Bank of Canada**  
**Guarantee and Postponement of Claim**

SRF: 162237259  
Borrower: MGT AGGREGATE PRODUCTS INC.

4943 ROSS ST  
RED DEER  
ALBERTA  
T4N 1Y1  
CA

**TO: ROYAL BANK OF CANADA**

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by **MGT AGGREGATE PRODUCTS INC.** (hereinafter called the "Customer") to the Bank or remaining unpaid by the Customer to the Bank, heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the Customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the Customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "Liabilities"); **the liability of the undersigned hereunder being limited to the sum of \$321,533.00 together with interest thereon from the date of demand for payment at a rate equal to the Bank's Prime Interest Rate plus 5.00 percent per annum as well after as before default and judgment.**

AND THE UNDERSIGNED AND EACH OF THEM (IF MORE THAN ONE) HEREBY JOINTLY AND SEVERALLY AGREE(S) WITH THE BANK AS FOLLOWS:

(1) The Bank may grant time, renewals, extensions, indulgences, releases and discharges to, take securities (which word as used herein includes securities taken by the Bank from the Customer and others, monies which the Customer has on deposit with the Bank, other assets of the Customer held by the Bank in safekeeping or otherwise, and other guarantees) from and give the same and any or all existing securities up to, abstain from taking securities from, or perfecting securities of, cease or refrain from giving credit or making loans or advances to, or change any term or condition applicable to the Liabilities, including without limitation, the rate of interest or maturity date, if any, or introduce new terms and conditions with regard to the Liabilities, or accept compositions from and otherwise deal with, the Customer and others and with all securities as the Bank may see fit, and may apply all moneys at any time received from the Customer or others or from securities upon such part of the Liabilities as the Bank deems best and change any such application in whole or in part from time to time as the Bank may see fit, the whole without in any way limiting or lessening the liability of the undersigned under this guarantee, and no loss of or in respect of any securities received by the Bank from the Customer or others, whether occasioned by the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.

(2) This guarantee shall be a continuing guarantee and shall cover all the Liabilities, and it shall apply to and secure any ultimate balance due or remaining unpaid to the Bank.

(3) The Bank shall not be bound to exhaust its recourse against the Customer or others or any securities it may at any time hold before being entitled to payment from the undersigned of the Liabilities. The undersigned renounce(s) to all benefits of discussion and division.

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- (4) The undersigned or any of them may, by notice in writing delivered to the Manager of the branch or agency of the Bank receiving this instrument, with effect from and after the date that is 30 days following the date of receipt by the Bank of such notice, determine their or his/her liability under this guarantee in respect of Liabilities thereafter incurred or arising but not in respect of any Liabilities theretofore incurred or arising even though not then matured, provided, however, that notwithstanding receipt of any such notice the Bank may fulfil any requirements of the Customer based on agreements express or implied made prior to the receipt of such notice and any resulting Liabilities shall be covered by this guarantee; and provided further that in the event of the determination of this guarantee as to one or more of the undersigned it shall remain a continuing guarantee as to the other or others of the undersigned.
- (5) All indebtedness and liability, present and future, of the customer to the undersigned or any of them are hereby assigned to the Bank and postponed to the Liabilities, and all moneys received by the undersigned or any of them in respect thereof shall be received in trust for the Bank and forthwith upon receipt shall be paid over to the Bank, the whole without in any way limiting or lessening the liability of the undersigned under the foregoing guarantee; and this assignment and postponement is independent of the said guarantee and shall remain in full effect notwithstanding that the liability of the undersigned or any of them under the said guarantee may be extinct. The term "Liabilities", as previously defined, for purposes of the postponement feature provided by this agreement, and this section in particular, includes any funds advanced or held at the disposal of the Customer under any line(s) of credit.
- (6) This guarantee and agreement shall not be affected by the death or loss or diminution of capacity of the undersigned or any of them or by any change in the name of the Customer or in the membership of the Customer's firm through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, or by the acquisition of the Customer's business by a corporation, or by any change whatsoever in the objects, capital structure or constitution of the Customer, or by the Customer's business being amalgamated with a corporation, but shall notwithstanding the happening of any such event continue to apply to all the Liabilities whether theretofore or thereafter incurred or arising and in this instrument the word "Customer" shall include every such firm and corporation.
- (7) This guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time or times of any sum or sums of money for the time being due or remaining unpaid to the Bank, and all dividends, compositions, proceeds of security valued and payments received by the Bank from the Customer or from others or from estates shall be regarded for all purposes as payments in gross without any right on the part of the undersigned to claim in reduction of the liability under this guarantee the benefit of any such dividends, compositions, proceeds or payments or any securities held by the Bank or proceeds thereof, and the undersigned shall have no right to be subrogated in any rights of the Bank until the Bank shall have received payment in full of the Liabilities.
- (8) All monies, advances, renewals, credits and credit facilities in fact borrowed or obtained from the Bank shall be deemed to form part of the Liabilities, notwithstanding any lack or limitation of status or of power, incapacity or disability of the Customer or of the directors, partners or agents of the Customer, or that the Customer may not be a legal or suable entity, or any irregularity, defect or informality in the borrowing or obtaining of such monies, advances, renewals, credits or credit facilities, or any other reason, similar or not, the whole whether known to the Bank or not. Any sum which may not be recoverable from the undersigned on the footing of a guarantee, whether for the reasons set out in the previous sentence, or for any other reason, similar or not, shall be recoverable from the undersigned and each of them as sole or principal debtor in respect of that sum, and shall be paid to the Bank on demand with interest and accessories.
- (9) This guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given, at any time held by the Bank, and any present or future obligation to the Bank incurred or arising otherwise than under a guarantee, of the undersigned or any of them or of any other obligant, whether bound with or apart from the Customer; excepting any guarantee surrendered for cancellation on delivery of this instrument or confirmed in writing by the Bank to be cancelled.
- (10) The undersigned and each of them shall be bound by any account settled between the Bank and the Customer, and if no such account has been so settled immediately before demand for payment under this guarantee any account stated by the Bank shall be accepted by the undersigned and each of them as conclusive evidence of the amount which at the date of the account so stated is due by the Customer to the Bank or remains unpaid by the Customer to the Bank.
- (11) This guarantee and agreement shall be operative and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank shall

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be conclusive evidence against the undersigned and each of them that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any conditions precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Bank each signatory thereof obtains from the Manager of the branch or agency of the Bank receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.

(12) No suit based on this guarantee shall be instituted until demand for payment has been made, and demand for payment shall be deemed to have been effectually made upon any guarantor if and when an envelope containing such demand, addressed to such guarantor at the address of such guarantor last known to the Bank, is posted, postage prepaid, in the post office, and in the event of the death of any guarantor demand for payment addressed to any of such guarantor's heirs, executors, administrators or legal representatives at the address of the addressee last known to the Bank and posted as aforesaid shall be deemed to have been effectually made upon all of them. Moreover, when demand for payment has been made, the undersigned shall also be liable to the Bank for all legal costs (on a solicitor and own client basis) incurred by or on behalf of the Bank resulting from any action instituted on the basis of this guarantee. All payments hereunder shall be made to the Bank at a branch or agency of the Bank.

(13) This instrument covers all agreements between the parties hereto relative to this guarantee and assignment and postponement, and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein.

(14) This guarantee and agreement shall extend to and enure to the benefit of the Bank and its successors and assigns, an every reference herein to the undersigned or to each of them or to any of them, is a reference to and shall be construed as including the undersigned and the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned or of each of them or of any of them, as the case may be, to and upon all of whom this guarantee and agreement shall extend and be binding.

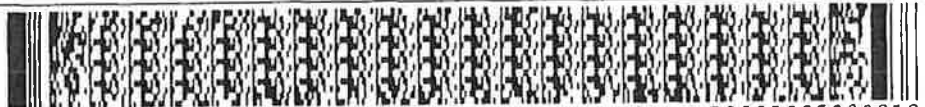
(15) Prime Interest Rate is the annual rate of interest announced from time to time by Royal Bank of Canada as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada.

(16) This Guarantee and Postponement of Claim shall be governed by and construed in accordance with the laws of the province of ALBERTA ("Jurisdiction"). The undersigned irrevocably submits to the courts of the Jurisdiction in any action or proceeding arising out of or relating to this Guarantee and Postponement of Claim, and irrevocably agrees that all such actions and proceedings may be heard and determined in such courts, and irrevocably waives, to the fullest extent possible, the defense of an inconvenient forum. The undersigned agrees that a judgment or order in any such action or proceeding may be enforced in other jurisdictions in any manner provided by law. Provided, however, that the Bank may serve legal process in any manner permitted by law or may bring an action or proceeding against the undersigned or the property or assets of the undersigned in the courts of any other jurisdiction.

(17) The Undersigned hereby acknowledges receipt of a copy of this agreement.

(18) The Undersigned hereby waives Undersigned's right to receive a copy of any Financing Statement or Financing Change Statement registered by the Bank.

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MC

EXECUTED this FEBRUARY 18, 2016  
(MONTH) (DAY) (YEAR)

IN THE PRESENCE OF

Witness Signature: 

  
MICHAEL TOMLINSON

Name: **CHRIS STEPHAN**  
Barrister & Solicitor

Insert the full name and address of Guarantor (Undersigned above).

Full name and address

MICHAEL TOMLINSON  
52 ROZIER CLOSE  
SYLVAN LAKE  
ALBERTA  
T4S0B7  
CA

Please do not write in this area



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(To be completed when the guarantee is stated to be governed by the laws of the Province of Alberta, the loan is repayable in Alberta, the guarantee is executed in Alberta, the Customer carries on business in Alberta, or the guarantor is resident or owns assets in Alberta.)

To be completed only when the guarantor is not a corporation)

**THE GUARANTEES ACKNOWLEDGEMENT ACT, (ALBERTA)  
CERTIFICATE OF BARRISTER AND SOLICITOR**

I HEREBY CERTIFY THAT:

(1) MICHAEL TOMLINSON, the guarantor in the guarantee dated FEB. 18, 2016 made between ROYAL BANK OF CANADA and MICHAEL TOMLINSON, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;

(2) I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

**CHRIS STEPHAN**  
Barrister & Solicitor

CERTIFIED by \_\_\_\_\_, Barrister and Solicitor at the CITY of REGINA, in the Province of Alberta, this 18<sup>th</sup> day of FEBRUARY, 2016.

  
Signature  
**CHRIS STEPHAN**  
Barrister & Solicitor

(Guarantor to sign in presence of Barrister and Solicitor)

**STATEMENT OF GUARANTOR**

I am the person named in the certificate

  
Signature of Guarantor

Please do not write in this area



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Department of Finance  
Government of Canada



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ROYAL BANK OF CANADA

ROYAL BANK OF CANADA

The Royal Bank of Canada is pleased to announce the opening of a new branch in...  
The new branch will be located at...  
The branch will provide a full range of banking services...  
We are excited to serve the community in this new location.

For more information, please contact your local branch or call 1-800-387-2222.

The Royal Bank of Canada is committed to providing excellent customer service...  
We are dedicated to helping our clients achieve their financial goals...  
Our experienced staff is ready to assist you with all your banking needs.

Thank you for choosing the Royal Bank of Canada.

For more information, please contact your local branch or call 1-800-387-2222.

ROYAL BANK OF CANADA

ROYAL BANK OF CANADA

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Royal Bank of Canada  
Guarantee and Postponement of Claim

SRF: 162237259  
Borrower: MGT AGGREGATE PRODUCTS INC.

4943 ROSS ST  
RED DEER  
ALBERTA  
T4N 1Y1  
CA

**TO: ROYAL BANK OF CANADA**

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by **MGT AGGREGATE PRODUCTS INC.** (hereinafter called the "Customer") to the Bank or remaining unpaid by the Customer to the Bank, heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the Customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the Customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "Liabilities"); the liability of the undersigned hereunder being limited to the sum of **\$350,000.00** together with interest thereon from the date of demand for payment at a rate equal to the **Bank's Prime Interest Rate plus 5.00 percent per annum** as well after as before default and judgment.

AND THE UNDERSIGNED AND EACH OF THEM (IF MORE THAN ONE) HEREBY JOINTLY AND SEVERALLY AGREE(S) WITH THE BANK AS FOLLOWS:

(1) The Bank may grant time, renewals, extensions, indulgences, releases and discharges to, take securities (which word as used herein includes securities taken by the Bank from the Customer and others, monies which the Customer has on deposit with the Bank, other assets of the Customer held by the Bank in safekeeping or otherwise, and other guarantees) from and give the same and any or all existing securities up to, abstain from taking securities from, or perfecting securities of, cease or refrain from giving credit or making loans or advances to, or change any term or condition applicable to the Liabilities, including without limitation, the rate of interest or maturity date, if any, or introduce new terms and conditions with regard to the Liabilities, or accept compositions from and otherwise deal with, the Customer and others and with all securities as the Bank may see fit, and may apply all moneys at any time received from the Customer or others or from securities upon such part of the Liabilities as the Bank deems best and change any such application in whole or in part from time to time as the Bank may see fit, the whole without in any way limiting or lessening the liability of the undersigned under this guarantee, and no loss of or in respect of any securities received by the Bank from the Customer or others, whether occasioned by the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.

(2) This guarantee shall be a continuing guarantee and shall cover all the Liabilities, and it shall apply to and secure any ultimate balance due or remaining unpaid to the Bank.

(3) The Bank shall not be bound to exhaust its recourse against the Customer or others or any securities it may at any time hold before being entitled to payment from the undersigned of the Liabilities. The undersigned renounce(s) to all benefits of discussion and division.

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(4) The undersigned or any of them may, by notice in writing delivered to the Manager of the branch or agency of the Bank receiving this instrument, with effect from and after the date that is 30 days following the date of receipt by the Bank of such notice, determine their or his/her liability under this guarantee in respect of Liabilities thereafter incurred or arising but not in respect of any Liabilities theretofore incurred or arising even though not then matured, provided, however, that notwithstanding receipt of any such notice the Bank may fulfil any requirements of the Customer based on agreements express or implied made prior to the receipt of such notice and any resulting Liabilities shall be covered by this guarantee; and provided further that in the event of the determination of this guarantee as to one or more of the undersigned it shall remain a continuing guarantee as to the other or others of the undersigned.

(5) All indebtedness and liability, present and future, of the customer to the undersigned or any of them are hereby assigned to the Bank and postponed to the Liabilities, and all moneys received by the undersigned or any of them in respect thereof shall be received in trust for the Bank and forthwith upon receipt shall be paid over to the Bank, the whole without in any way limiting or lessening the liability of the undersigned under the foregoing guarantee; and this assignment and postponement is independent of the said guarantee and shall remain in full effect notwithstanding that the liability of the undersigned or any of them under the said guarantee may be extinct. The term "Liabilities", as previously defined, for purposes of the postponement feature provided by this agreement, and this section in particular, includes any funds advanced or held at the disposal of the Customer under any line(s) of credit.

(6) This guarantee and agreement shall not be affected by the death or loss or diminution of capacity of the undersigned or any of them or by any change in the name of the Customer or in the membership of the Customer's firm through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, or by the acquisition of the Customer's business by a corporation, or by any change whatsoever in the objects, capital structure or constitution of the Customer, or by the Customer's business being amalgamated with a corporation, but shall notwithstanding the happening of any such event continue to apply to all the Liabilities whether theretofore or thereafter incurred or arising and in this instrument the word "Customer" shall include every such firm and corporation.

(7) This guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time or times of any sum or sums of money for the time being due or remaining unpaid to the Bank, and all dividends, compositions, proceeds of security valued and payments received by the Bank from the Customer or from others or from estates shall be regarded for all purposes as payments in gross without any right on the part of the undersigned to claim in reduction of the liability under this guarantee the benefit of any such dividends, compositions, proceeds or payments or any securities held by the Bank or proceeds thereof, and the undersigned shall have no right to be subrogated in any rights of the Bank until the Bank shall have received payment in full of the Liabilities.

(8) All monies, advances, renewals, credits and credit facilities in fact borrowed or obtained from the Bank shall be deemed to form part of the Liabilities, notwithstanding any lack or limitation of status or of power, incapacity or disability of the Customer or of the directors, partners or agents of the Customer, or that the Customer may not be a legal or suable entity, or any irregularity, defect or informality in the borrowing or obtaining of such monies, advances, renewals, credits or credit facilities, or any other reason, similar or not, the whole whether known to the Bank or not. Any sum which may not be recoverable from the undersigned on the footing of a guarantee, whether for the reasons set out in the previous sentence, or for any other reason, similar or not, shall be recoverable from the undersigned and each of them as sole or principal debtor in respect of that sum, and shall be paid to the Bank on demand with interest and accessories.

(9) This guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given, at any time held by the Bank, and any present or future obligation to the Bank incurred or arising otherwise than under a guarantee, of the undersigned or any of them or of any other obligant, whether bound with or apart from the Customer; excepting any guarantee surrendered for cancellation on delivery of this instrument or confirmed in writing by the Bank to be cancelled.

(10) The undersigned and each of them shall be bound by any account settled between the Bank and the Customer, and if no such account has been so settled immediately before demand for payment under this guarantee any account stated by the Bank shall be accepted by the undersigned and each of them as conclusive evidence of the amount which at the date of the account so stated is due by the Customer to the Bank or remains unpaid by the Customer to the Bank.

(11) This guarantee and agreement shall be operative and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank shall

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be conclusive evidence against the undersigned and each of them that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any conditions precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Bank each signatory thereof obtains from the Manager of the branch or agency of the Bank receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.

(12) No suit based on this guarantee shall be instituted until demand for payment has been made, and demand for payment shall be deemed to have been effectually made upon any guarantor if and when an envelope containing such demand, addressed to such guarantor at the address of such guarantor last known to the Bank, is posted, postage prepaid, in the post office, and in the event of the death of any guarantor demand for payment addressed to any of such guarantor's heirs, executors, administrators or legal representatives at the address of the addressee last known to the Bank and posted as aforesaid shall be deemed to have been effectually made upon all of them. Moreover, when demand for payment has been made, the undersigned shall also be liable to the Bank for all legal costs (on a solicitor and own client basis) incurred by or on behalf of the Bank resulting from any action instituted on the basis of this guarantee. All payments hereunder shall be made to the Bank at a branch or agency of the Bank.

(13) This instrument covers all agreements between the parties hereto relative to this guarantee and assignment and postponement, and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein.

(14) This guarantee and agreement shall extend to and enure to the benefit of the Bank and its successors and assigns, an every reference herein to the undersigned or to each of them or to any of them, is a reference to and shall be construed as including the undersigned and the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned or of each of them or of any of them, as the case may be, to and upon all of whom this guarantee and agreement shall extend and be binding.

(15) Prime Interest Rate is the annual rate of interest announced from time to time by Royal Bank of Canada as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada.

(16) This Guarantee and Postponement of Claim shall be governed by and construed in accordance with the laws of the province of ALBERTA ("Jurisdiction"). The undersigned irrevocably submits to the courts of the Jurisdiction in any action or proceeding arising out of or relating to this Guarantee and Postponement of Claim, and irrevocably agrees that all such actions and proceedings may be heard and determined in such courts, and irrevocably waives, to the fullest extent possible, the defense of an inconvenient forum. The undersigned agrees that a judgment or order in any such action or proceeding may be enforced in other jurisdictions in any manner provided by law. Provided, however, that the Bank may serve legal process in any manner permitted by law or may bring an action or proceeding against the undersigned or the property or assets of the undersigned in the courts of any other jurisdiction.

(17) The Undersigned hereby acknowledges receipt of a copy of this agreement.

Applicable in all U.S.A. (except Ontario.) (18) The Undersigned hereby waives Undersigned's right to receive a copy of any Financing Statement or Financing Change Statement registered by the Bank.

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EXECUTED this Feb. 23 / 2012  
(MONTH) (DAY) (YEAR)

IN THE PRESENCE OF

Witness Signature:

*[Handwritten Signature]*

*[Handwritten Signature]*

MICHAEL TOMLINSON

**CHRIS STEPHAN**  
Barrister & Solicitor

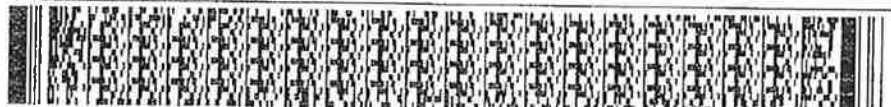
Name:

Insert the full name and address of Guarantor (Undersigned above).

Full name and address

MICHAEL TOMLINSON  
52 ROZIER CLOSE  
SYLVAN LAKE  
ALBERTA  
T4S0B7  
CA

Please do not write in this area



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(To be completed when the guarantee is stated to be governed by the laws of the Province of Alberta, the loan is repayable in Alberta, the guarantee is executed in Alberta, the Customer carries on business in Alberta, or the guarantor is resident or owns assets in Alberta.)

To be completed only when the guarantor is not a corporation)

**THE GUARANTEES ACKNOWLEDGEMENT ACT, (ALBERTA)  
CERTIFICATE OF BARRISTER AND SOLICITOR**


I HEREBY CERTIFY THAT:

(1) MICHAEL TOMLINSON, the guarantor in the guarantee dated F6B, 23/12 made between ROYAL BANK OF CANADA and MICHAEL TOMLINSON, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;

(2) I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

**CHRIS STEPHAN**  
Barrister & Solicitor

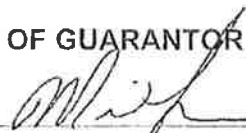
CERTIFIED by \_\_\_\_\_, Barrister and Solicitor at the CITY of REGINA, in the Province of Alberta, this 23 day of F6B, 2017.

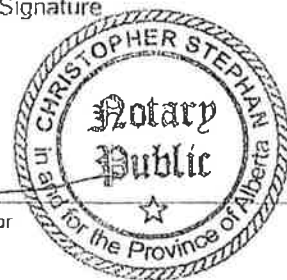
  
\_\_\_\_\_  
Signature

**STATEMENT OF GUARANTOR**

(Guarantor to sign in presence of Barrister and Solicitor)

I am the person named in the certificate

  
\_\_\_\_\_  
Signature of Guarantor



Please do not write in this area

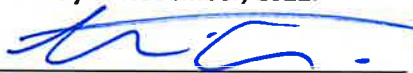


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# EXHIBIT "H"

**This is Exhibit "H" referred to in the  
Affidavit of Natalia Naraine Sworn  
before me this 21st  
day of November, 2022.**



**A Commissioner for Oaths in  
and for the Province of Alberta**

**Melanie Cheddi  
Barrister & Solicitor**



**GUARANTEE AND POSTPONEMENT OF CLAIM****TO: ROYAL BANK OF CANADA**

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by MGT AGGREGATE PRODUCTS INC. (hereinafter called the "Customer") to the Bank or remaining unpaid by the Customer to the Bank, heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the Customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the Customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "Liabilities"); the liability of the undersigned hereunder being limited to the sum of \$650,000.00 Six Hundred Fifty Thousand Dollars together with interest thereon from the date of demand for payment at a rate equal to the Prime Interest Rate of the Bank plus 5.000 Five percent per annum as well after as before default and judgment.

AND THE UNDERSIGNED AND EACH OF THEM (IF MORE THAN ONE) HEREBY JOINTLY AND SEVERALLY AGREE(S) WITH THE BANK AS FOLLOWS:

(1) The Bank may grant time, renewals, extensions, indulgences, releases and discharges to, take securities (which word as used herein includes securities taken by the Bank from the Customer and others, monies which the Customer has on deposit with the Bank, other assets of the Customer held by the Bank in safekeeping or otherwise, and other guarantees) from and give the same and any or all existing securities up to, abstain from taking securities from, or perfecting securities of, cease or refrain from giving credit or making loans or advances to, or change any term or condition applicable to the Liabilities, including without limitation, the rate of interest or maturity date, if any, or introduce new terms and conditions with regard to the Liabilities, or accept compositions from and otherwise deal with, the Customer and others and with all securities as the Bank may see fit, and may apply all moneys at any time received from the Customer or others or from securities upon such part of the Liabilities as the Bank deems best and change any such application in whole or in part from time to time as the Bank may see fit, the whole without in any way limiting or lessening the liability of the undersigned under this guarantee, and no loss of or in respect of any securities received by the Bank from the Customer or others, whether occasioned by the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.

(2) This guarantee shall be a continuing guarantee and shall cover all the Liabilities, and it shall apply to and secure any ultimate balance due or remaining unpaid to the Bank.

(3) The Bank shall not be bound to exhaust its recourse against the Customer or others or any securities it may at any time hold before being entitled to payment from the undersigned of the Liabilities. The undersigned renounce(s) to all benefits of discussion and division.

(4) The undersigned or any of them may, by notice in writing delivered to the Manager of the branch or agency of the Bank receiving this instrument, with effect from and after the date that is 30 days following the date of receipt by the Bank of such notice, determine their or his/her liability under this guarantee in respect of Liabilities thereafter incurred or arising but not in respect of any Liabilities theretofore incurred or arising even though not then matured, provided, however, that notwithstanding receipt of any such notice the Bank may fulfil any requirements of the Customer based on agreements express or implied made prior to the receipt of such notice and any resulting Liabilities shall be covered by this guarantee; and provided further that in the event of the determination of this guarantee as to one or more of the undersigned it shall remain a continuing guarantee as to the other or others of the undersigned.

(5) All indebtedness and liability, present and future, of the customer to the undersigned or any of them are hereby assigned to the Bank and postponed to the Liabilities, and all moneys received by the undersigned or any of them in respect thereof shall be received in trust for the Bank and forthwith upon receipt shall be paid over to the Bank, the

whole without in any way limiting or lessening the liability of the undersigned under the foregoing guarantee; and this assignment and postponement is independent of the said guarantee and shall remain in full effect notwithstanding that the liability of the undersigned or any of them under the said guarantee may be extinct. The term "Liabilities", as previously defined, for purposes of the postponement feature provided by this agreement, and this section in particular, includes any funds advanced or held at the disposal of the Customer under any line(s) of credit.

(6) This guarantee and agreement shall not be affected by the death or loss or diminution of capacity of the undersigned or any of them or by any change in the name of the Customer or in the membership of the Customer's firm through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, or by the acquisition of the Customer's business by a corporation, or by any change whatsoever in the objects, capital structure or constitution of the Customer, or by the Customer's business being amalgamated with a corporation, but shall notwithstanding the happening of any such event continue to apply to all the Liabilities whether theretofore or thereafter incurred or arising and in this instrument the word "Customer" shall include every such firm and corporation.

(7) This guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time or times of any sum or sums of money for the time being due or remaining unpaid to the Bank, and all dividends, compositions, proceeds of security valued and payments received by the Bank from the Customer or from others or from estates shall be regarded for all purposes as payments in gross without any right on the part of the undersigned to claim in reduction of the liability under this guarantee the benefit of any such dividends, compositions, proceeds or payments or any securities held by the Bank or proceeds thereof, and the undersigned shall have no right to be subrogated in any rights of the Bank until the Bank shall have received payment in full of the Liabilities.

(8) All monies, advances, renewals, credits and credit facilities in fact borrowed or obtained from the Bank shall be deemed to form part of the Liabilities, notwithstanding any lack or limitation of status or of power, incapacity or disability of the Customer or of the directors, partners or agents of the Customer, or that the Customer may not be a legal or suable entity, or any irregularity, defect or informality in the borrowing or obtaining of such monies, advances, renewals, credits or credit facilities, or any other reason, similar or not, the whole whether known to the Bank or not. Any sum which may not be recoverable from the undersigned on the footing of a guarantee, whether for the reasons set out in the previous sentence, or for any other reason, similar or not, shall be recoverable from the undersigned and each of them as sole or principal debtor in respect of that sum, and shall be paid to the Bank on demand with interest and accessories.

(9) This guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given, at any time held by the Bank, and any present or future obligation to the Bank incurred or arising otherwise than under a guarantee, of the undersigned or any of them or of any other obligant, whether bound with or apart from the Customer; excepting any guarantee surrendered for cancellation on delivery of this instrument or confirmed in writing by the Bank to be cancelled.

(10) The undersigned and each of them shall be bound by any account settled between the Bank and the Customer, and if no such account has been so settled immediately before demand for payment under this guarantee any account stated by the Bank shall be accepted by the undersigned and each of them as conclusive evidence of the amount which at the date of the account so stated is due by the Customer to the Bank or remains unpaid by the Customer to the Bank.

(11) This guarantee and agreement shall be operative and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank shall be conclusive evidence against the undersigned and each of them that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any conditions precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Bank each signatory thereof obtains from the Manager of the branch or agency of the Bank receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.

(12) No suit based on this guarantee shall be instituted until demand for payment has been made, and demand for payment shall be deemed to have been effectually made upon any guarantor if and when an envelope containing such demand, addressed to such guarantor at the address of such guarantor last known to the Bank, is posted, postage prepaid, in the post office, and in the event of the death of any guarantor demand for payment addressed to any of such guarantor's heirs, executors, administrators or legal representatives at the address of the addressee last known to the Bank and posted as aforesaid shall be deemed to have been effectually made upon all of them. Moreover, when demand for payment has been made, the undersigned shall also be liable to the Bank for all legal costs (on a solicitor and own client basis) incurred by or on behalf of the Bank resulting from any action instituted on the basis of this guarantee. All payments hereunder shall be made to the Bank at a branch or agency of the Bank.

(13) This instrument covers all agreements between the parties hereto relative to this guarantee and assignment and postponement, and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein.

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(14) This guarantee and agreement shall extend to and enure to the benefit of the Bank and its successors and assigns, and every reference herein to the undersigned or to each of them or to any of them, is a reference to and shall be construed as including the undersigned and the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned or of each of them or of any of them, as the case may be, to and upon all of whom this guarantee and agreement shall extend and be binding.

(15) Prime Interest Rate is the annual rate of interest announced from time to time by Royal Bank of Canada as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada.

(16) This Guarantee and Postponement of Claim shall be governed by and construed in accordance with the laws of the Province of Alberta ("Jurisdiction"). The undersigned irrevocably submits to the courts of the Jurisdiction in any action or proceeding arising out of or relating to this Guarantee and Postponement of Claim, and irrevocably agrees that all such actions and proceedings may be heard and determined in such courts, and irrevocably waives, to the fullest extent possible, the defense of an inconvenient forum. The undersigned agrees that a judgment or order in any such action or proceeding may be enforced in other jurisdictions in any manner provided by law. Provided, however, that the Bank may serve legal process in any manner permitted by law or may bring an action or proceeding against the undersigned or the property or assets of the undersigned in the courts of any other jurisdiction.

(Applicable in all P.P.S.A. Provinces except Ontario.)

(17) The Undersigned hereby acknowledges receipt of a copy of this agreement.

(18) The Undersigned hereby waives Undersigned's right to receive a copy of any Financing Statement or Financing Change Statement registered by the Bank.

EXECUTED this 02 24 2017  
(MONTH) (DAY) (YEAR)

IN THE PRESENCE OF

[Signature]  
Witness Signature :

Ben Guenther  
Name:

Witness Signature :

Name:

Witness Signature :

Name:

Witness Signature :

Name:

MGT MANAGEMENT INC.

[Signature]

Insert the full name and address of guarantor (Undersigned above).

Full name and address

MC

(To be completed when the guarantee is stated to be governed by the laws of the Province of Alberta, the loan is repayable in Alberta, the guarantee is executed in Alberta, the Customer carries on business in Alberta, or the guarantor is resident or owns assets in Alberta.)

(To be completed only where the guarantor is not a corporation)

**THE GUARANTEES ACKNOWLEDGEMENT ACT (ALBERTA)  
CERTIFICATE OF BARRISTER AND SOLICITOR**

I HEREBY CERTIFY THAT:

(1) \_\_\_\_\_, the guarantor in the guarantee dated \_\_\_\_\_ made between ROYAL BANK OF CANADA and \_\_\_\_\_, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;

(2) I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

CERTIFIED by \_\_\_\_\_, Barrister and Solicitor at the \_\_\_\_\_ of \_\_\_\_\_, in the Province of Alberta, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signature

(Guarantor to sign in presence of Barrister and Solicitor)

**STATEMENT OF GUARANTOR**

I am the person named in the certificate

Signature of Guarantor

(To be completed when the guarantor is an individual and the guarantee is stated to be governed by the laws of Saskatchewan and the Customer is a farmer, farm corporation or farm partnership in Saskatchewan or engages in a farming operation or owns farm assets in Saskatchewan.)

**THE SASKATCHEWAN FARM SECURITY ACT ACKNOWLEDGEMENT OF GUARANTEE  
(SECTION 31)  
CERTIFICATE OF LAWYER OR NOTARY PUBLIC**

I HEREBY CERTIFY THAT:

(1) \_\_\_\_\_ of \_\_\_\_\_ in the Province of \_\_\_\_\_, the guarantor in the guarantee dated \_\_\_\_\_ made between ROYAL BANK OF CANADA and \_\_\_\_\_, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;

(2) I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

(3) I have not prepared any documents on behalf of the creditor, Royal Bank of Canada, relating to the transaction and I am not otherwise interested in the transaction;

(4) I acknowledge that the guarantor signed the following "Statement of Guarantor" in my presence.

Given at \_\_\_\_\_ this \_\_\_\_\_ under my hand and seal of office

(SEAL REQUIRED WHERE NOTARY PUBLIC SIGNS CERTIFICATE)

A LAWYER OR A NOTARY PUBLIC IN AND FOR

**STATEMENT OF GUARANTOR**

I am the person named in the certificate

Signature of Guarantor

MC

MGT MANAGEMENT INC. (the "Guarantor")

RESOLUTION OF DIRECTORS

Whereas it is deemed expedient and in the best interests of the Guarantor that it lend assistance to MGT AGGREGATE PRODUCTS INC. (the "Customer") in connection with its borrowings, both present and future, from ROYAL BANK OF CANADA (the "Bank").

NOW THEREFORE BE IT DULY RESOLVED

1. THAT the Guarantor guarantee payment to the Bank of all present and future debts and liabilities, including interest due at any time by the Customer to the Bank; provided that the liability of the Guarantor shall be limited to the sum of \$ 650,000.00 Six Hundred Fifty Thousand Dollars together with interest from the date of demand for payment at the Prime Interest Rate of the Bank plus 5.000 Five per cent per annum;

For the purposes hereof (where applicable), Prime Interest Rate means the annual rate of interest announced from time to time by the Bank as a reference rate then in effect for determining interest rates on Canadian Dollar commercial loans in Canada.

2. THAT the Guarantor further secure the Bank by postponing all debts and claims, present and future, of the Guarantor against the Customer to the debts and claims of the Bank against the Customer.

3. THAT the Guarantee and Postponement of Claim upon the Bank's form, a copy of which has been submitted to this meeting, be and is hereby approved as containing a correct statement of the terms and conditions upon which the said guarantee and postponement are to be made and that the said Guarantee and Postponement of Claim be duly executed for and in the name of the Guarantor (under the corporate seal where required)

by Michael Tomlinson President (IDENTIFY BY NAME AND TITLE)

and (IDENTIFY BY NAME AND TITLE)

with such alterations, additions, amendments and deletions as they may approve; and that the Guarantee and Postponement of Claim/Suretyship and Subordination of Claims so executed is the Guarantee and Postponement of Claim authorized by this resolution.

4. THAT for the purpose of securing this Guarantee, or any present or future debts or liabilities, including interest due at any time, by the Customer to the Bank, the Guarantor shall provide to the Bank any security, including accommodation endorsements, which the Bank may request, and that for such purpose the officers of the Guarantor mentioned in paragraph 3 hereof be and they are hereby empowered for and on behalf of the Guarantor to provide such security and to execute such further documents as the Bank may require.

5. That a copy of this Resolution, certified by the Secretary of the Guarantor (under the corporate seal where required) be given to the branch of the Bank where the Customer has its account, and that the designation of the officers under Section 3 of this Resolution shall be binding upon the Guarantor until a Resolution, certified by the Secretary of the Guarantor, changing the officers is received by that branch of the Bank.

CERTIFICATE

It is hereby certified by the undersigned that the foregoing is a Resolution of the Directors of the Guarantor in accordance with the Guarantor's By-laws, constating documents, any unanimous shareholders' agreements made by the shareholders of the Guarantor and all other laws governing the Guarantor, all as amended from time to time, which Resolution is now in full force and effect.

It is hereby further certified that there are no provisions in the articles or by-laws of the Guarantor or in any unanimous shareholder agreement which restrict or limit the powers of the Guarantor or of its directors to borrow money upon the credit of the Guarantor, to issue, reissue, sell or pledge debt obligations of the Guarantor, to give a guarantee on behalf of the Guarantor to secure the performance of an obligation of any person, to mortgage, hypothecate, pledge or otherwise create a security interest in all or any property of the Guarantor, owned or subsequently acquired, to secure any obligation of the Guarantor and to delegate the powers referred to above to a director, officer or committee of directors.

CERTIFIED this 02 24 2017 as witness, where required by law, under the corporate seal of the Guarantor. (MONTH) (DAY) (YEAR)

IFOR BANK USE ONLY INITIALS Prepared by JB Checked by

(Corporate Seal where required by law)

Secretary President

MC

# EXHIBIT "I"

**This is Exhibit "I" referred to in the  
Affidavit of Natalia Naraine Sworn  
before me this 21st  
day of November, 2022.**



**A Commissioner for Oaths in  
and for the Province of Alberta**

Melanie Cheddi  
Barrister & Solicitor

MC



Royal Bank of Canada  
General Security Agreement

SRF: 144708906  
Borrower: MGT MANAGEMENT INC.

4943 ROSS ST  
RED DEER  
ALBERTA  
T4N 1Y1  
CA

## 1. SECURITY INTEREST

(a) For value received, the undersigned ("Debtor"), hereby grants to **ROYAL BANK OF CANADA** ("RBC"), a security interest (the "Security Interest") in the undertaking of Debtor and in all of Debtor's present and after acquired personal property including, without limitation, 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 and Securities and all other Investment Property now owned or hereafter owned or acquired by or on behalf of Debtor (including such as may be returned to or repossessed by Debtor) and in all proceeds and renewals thereof, accretions thereto and substitutions therefore (hereinafter collectively called "Collateral"), and including, without limitation, all of the following now owned or hereafter owned or acquired by or on behalf of Debtor:

- (i) all Inventory of whatever kind and wherever situate;
- (ii) all equipment (other than Inventory) of whatever kind and wherever situate, including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatsoever nature or kind;
- (iii) all Accounts and book debts and generally all debts, dues, claims, choses in action 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 or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by Debtor ("Debts");
- (iv) all lists, records and files relating to Debtor's customers, clients and patients;
- (v) all deeds, documents, writings, papers, books of account and other books relating to or being records of Debts, Chattel Paper 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;
- (vii) all patents, industrial designs, trade-marks, trade secrets and know-how including without limitation environmental technology and biotechnology, confidential information, trade-names, goodwill, copyrights, personality rights, plant breeders' rights, integrated circuit topographies, software and all other forms of intellectual and industrial property, and any registrations and applications for registration of any of the foregoing (collectively "Intellectual Property"); and
- (viii) all property described in Schedule "C" or any schedule now or hereafter annexed hereto.

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

(c) The terms "Goods", "Chattel Paper", "Document of Title", "Instrument", "Intangible", "Security", "Investment

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Property", "proceeds", "Inventory", "accession", "Money", "Account", "financing statement" and "financing change statement" whenever used herein shall be interpreted pursuant to their respective meanings when used in The Personal Property Security Act of the province referred to in Clause 14(s), as amended from time to time, which Act, including amendments thereto and any Act substituted therefor and amendments thereto is herein referred to as the "P.P.S.A.". Provided always that the term "Goods" when used herein shall not include "consumer goods" of Debtor as that term is defined in the P.P.S.A., the term "Inventory" when used herein shall include livestock and the young thereof after conception and crops that become such within one year of execution of this Security Agreement and the term "Investment Property", if not defined in the P.P.S.A., shall be interpreted according to its meaning in the Personal Property Security Act (Ontario). Any reference herein to "Collateral" shall, unless the context otherwise requires, be deemed a reference to "Collateral or any part thereof".

## 2. INDEBTEDNESS SECURED

The Security Interest granted hereby secures payment and performance of any and all obligations, indebtedness and liability of Debtor to RBC (including interest thereon) 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 Debtor be bound alone or with another or others and whether as principal or surety (hereinafter collectively called the "Indebtedness"). If the Security Interest in the Collateral is not sufficient, in the event of default, to satisfy all Indebtedness of the Debtor, the Debtor acknowledges and agrees that Debtor shall continue to be liable for any Indebtedness remaining outstanding and RBC shall be entitled to pursue full payment thereof.

## 3. REPRESENTATIONS AND WARRANTIES OF DEBTOR

Debtor represents and warrants and so long as this Security Agreement remains in effect shall be deemed to continuously represent and warrant that:

(a) the Collateral is genuine and owned by Debtor free of all security interests, mortgages, liens, claims, charges, licenses, leases, infringements by third parties, encumbrances or other adverse claims or interests (hereinafter collectively called "Encumbrances"), save for the Security Interest and those Encumbrances shown on Schedule "A" or hereafter approved in writing by RBC, prior to their creation or assumption;

(b) all Intellectual Property applications and registrations are valid and in good standing and Debtor is the owner of the applications and registrations;

(c) each Debt, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "Account Debtor"), and the amount represented by Debtor to RBC from time to time as owing by each Account Debtor or by all Account Debtors will be the correct amount actually and unconditionally owing by such Account Debtor or Account Debtors, except for normal cash discounts where applicable, and no Account Debtor will have any defence, set off, claim or counterclaim against Debtor which can be asserted against RBC, whether in any proceeding to enforce Collateral or otherwise;

(d) the locations specified in Schedule "B" as to business operations and records are accurate and complete and with respect to Goods (including Inventory) constituting Collateral, the locations specified in Schedule "B" are accurate and complete save for Goods in transit to such locations and Inventory on lease or consignment; and all fixtures or Goods about to become fixtures and all crops and all oil, gas or other minerals to be extracted and all timber to be cut which forms part of the Collateral will be situate at one of such locations; and

(e) the execution, delivery and performance of the obligations under this Security Agreement and the creation of any security interest in or assignment hereunder of Debtor's rights in the Collateral to RBC will not result in a breach of any agreement to which Debtor is a party.

## 4. COVENANTS OF THE DEBTOR

So long as this Security Agreement remains in effect Debtor covenants and agrees:

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(a) to defend the Collateral against the claims and demands of all other parties claiming the same or an interest therein; to diligently initiate and prosecute legal action against all infringers of Debtor's rights in Intellectual Property; to take all reasonable action to keep the Collateral free from all Encumbrances, except for the Security Interest, licenses which are compulsory under federal or provincial legislation and those shown on Schedule "A" or hereafter approved in writing by RBC, prior to their creation or assumption, and not to sell, exchange, transfer, assign, lease, license or otherwise dispose of Collateral or any interest therein without the prior written consent of RBC; provided always that, until default, Debtor may, in the ordinary course of Debtor's business, sell or lease inventory and, subject to Clause 7 hereof, use Money available to Debtor;

(b) to notify RBC promptly of:

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

(c) to keep Collateral in good order, condition and repair and not to use Collateral in violation of the provisions of this Security Agreement or any other agreement relating to Collateral or any policy insuring Collateral or any applicable statute, law, by-law, rule, regulation or ordinance; to keep all agreements, registrations and applications relating to Intellectual Property and intellectual property used by Debtor in its business in good standing and to renew all agreements and registrations as may be necessary or desirable to protect Intellectual Property, unless otherwise agreed in writing by RBC; to apply to register all existing and future copyrights, trade-marks, patents, integrated circuit topographies and industrial designs whenever it is commercially reasonable to do so;

(d) to do, execute, acknowledge and deliver such financing statements, financing change statements and further assignments, transfers, documents, acts, matters and things (including further schedules hereto) as may be reasonably requested by RBC of or with respect to Collateral in order to give effect to these presents and to pay all costs for searches and filings in connection therewith;

(e) 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 Debtor or Collateral as and when the same become due and payable;

(f) to insure collateral in such amounts and against such risks as would customarily be insured by a prudent owner of similar Collateral and in such additional amounts and against such additional risks as RBC may from time to time direct, with loss payable to RBC and Debtor, as insureds, as their respective interests may appear, and to pay all premiums therefor and deliver copies of policies and evidence of renewal to RBC on request;

(g) to prevent Collateral, save Inventory sold or leased as permitted hereby, from being or becoming an accession to other property not covered by this Security Agreement;

(h) to carry on and conduct the business of Debtor in a proper and efficient manner and so as to protect and preserve Collateral and to keep, in accordance with generally accepted accounting principles, consistently applied, proper books of account for Debtor's business as well as accurate and complete records concerning Collateral, and mark any and all such records and Collateral at RBC's request so as to indicate the Security Interest;

(i) to deliver to RBC from time to time promptly upon request:

- (i) any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to

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Collateral,

- (ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to Collateral for the purpose of inspecting, auditing or copying the same,
- (iii) all financial statements prepared by or for Debtor regarding Debtor's business,
- (iv) all policies and certificates of insurance relating to Collateral, and
- (v) such information concerning Collateral, the Debtor and Debtor's business and affairs as RBC may reasonably request.

## 5. USE AND VERIFICATION OF COLLATERAL

Subject to compliance with Debtor's covenants contained herein and Clause 7 hereof, Debtor may, until default, possess, operate, collect, use and enjoy and deal with Collateral in the ordinary course of Debtor's business in any manner not inconsistent with the provisions hereof; provided always that RBC shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner RBC may consider appropriate and Debtor agrees to furnish all assistance and information and to perform all such acts as RBC may reasonably request in connection therewith and for such purpose to grant to RBC or its agents access to all places where Collateral may be located and to all premises occupied by Debtor.

## 6. SECURITIES, INVESTMENT PROPERTY

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

Where any Investment Property is held in or credited to an account that has been established with a securities intermediary, RBC may, at any time after default, give a notice of exclusive control to any such securities intermediary with respect to such Investment Property.

## 7. COLLECTION OF DEBTS

Before or after default under this Security Agreement, RBC may notify all or any Account Debtors of the Security Interest and may also direct such Account Debtors to make all payments on Collateral to RBC. Debtor acknowledges that any payments on or other proceeds of Collateral received by Debtor from Account Debtors, whether before or after notification of this Security Interest to Account Debtors and whether before or after default under this Security Agreement, shall be received and held by Debtor in trust for RBC and shall be turned over to RBC upon request.

## 8. INCOME FROM AND INTEREST ON COLLATERAL

(a) Until default, Debtor reserves the right to receive any Money constituting income from or interest on Collateral and if RBC receives any such Money prior to default, RBC shall either credit the same against the Indebtedness or pay the same promptly to Debtor.

(b) After default, Debtor will not request or receive any Money constituting income from or interest on Collateral and if Debtor receives any such Money without any request by it, Debtor will pay the same promptly to RBC.

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## 9. INCREASES, PROFITS, PAYMENTS OR DISTRIBUTIONS

(a) Whether or not default has occurred, Debtor authorizes RBC:

- (i) to receive any increase in or profits on Collateral (other than Money) and to hold the same as part of Collateral. Money so received shall be treated as income for the purposes of Clause 8 hereof and dealt with accordingly;
- (ii) to receive any payment or distribution upon redemption or retirement or upon dissolution and liquidation of the issuer of Collateral; to surrender such Collateral in exchange therefor and to hold any such payment or distribution as part of Collateral.

(b) If Debtor receives any such increase or profits (other than Money) or payments or distributions, Debtor will deliver the same promptly to RBC to be held by RBC as herein provided.

## 10. DISPOSITION OF MONEY

Subject to any applicable requirements of the P.P.S.A., all Money collected or received by RBC pursuant to or in exercise of any right it possesses with respect to Collateral shall be applied on account of Indebtedness in such manner as RBC deems best or, at the option of RBC, may be held unappropriate in a collateral account or released to Debtor, all without prejudice to the liability of Debtor or the rights of RBC hereunder, and any surplus shall be accounted for as required by law.

## 11. EVENTS OF DEFAULT

The happening of any of the following events or conditions shall constitute default hereunder which is herein referred to as "default":

(a) the nonpayment when due, whether by acceleration or otherwise, of any principal or interest forming part of Indebtedness or the failure of Debtor to observe or perform any obligation, covenant, term, provision or condition contained in this Security Agreement or any other agreement between Debtor and RBC;

(b) the death of or a declaration of incompetency by a court of competent jurisdiction with respect to Debtor, if an individual;

(c) the bankruptcy or insolvency of Debtor; the filing against Debtor of a petition in bankruptcy; the making of an assignment for the benefit of creditors by Debtor; the appointment of a receiver or trustee for Debtor or for any assets of Debtor or the institution by or against Debtor of any other type of insolvency proceeding under the Bankruptcy and Insolvency Act or otherwise;

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

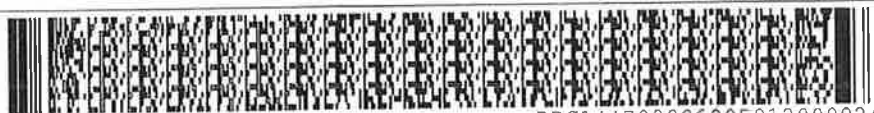
(e) if any Encumbrance affecting Collateral becomes enforceable against Collateral;

(f) if Debtor ceases or threatens to cease to carry on business or makes or agrees to make a bulk sale of assets without complying with applicable law or commits or threatens to commit an act of bankruptcy;

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

(h) if any certificate, statement, representation, warranty or audit report heretofore or hereafter furnished by or on behalf of Debtor pursuant to or in connection with this Security Agreement, or otherwise (including, without limitation, the representations and warranties contained herein) or as an inducement to RBC to extend any credit to or to enter into this or

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any other agreement with Debtor, proves to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or proves to have omitted any substantial contingent or unliquidated liability or claim against Debtor; or if upon the date of execution of this Security 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 RBC at or prior to the time of such execution.

## 12. ACCELERATION

RBC, in its sole discretion, may declare all or any part of Indebtedness which is not by its terms payable on demand to be immediately due and payable, without demand or notice of any kind, in the event of default, or if RBC considers itself insecure or that the Collateral is in jeopardy. The provisions of this clause are not intended in any way to affect any rights of RBC with respect to any Indebtedness which may now or hereafter be payable on demand.

## 13. REMEDIES

(a) Upon default, RBC may appoint or reappoint by instrument in writing, any person or persons, whether an officer or officers or an employee or employees of RBC or not, to be a receiver or receivers (hereinafter called a "Receiver", which term when used herein shall include a receiver and manager) of Collateral (including any interest, income or profits therefrom) and may remove any Receiver so appointed and appoint another in his/her stead. Any such Receiver shall, so far as concerns responsibility for his/her acts, be deemed the agent of Debtor and not RBC, and RBC shall not be in any way responsible for any misconduct, negligence or non-feasance on the part of any such Receiver, his/her servants, agents or employees. Subject to the provisions of the instrument appointing him/her, any such Receiver shall have power to take possession of Collateral, to preserve Collateral or its value, to carry on or concur in carrying on all or any part of the business of Debtor and to sell, lease, license or otherwise dispose of or concur in selling, leasing, licensing or otherwise disposing of Collateral. To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others, including Debtor, enter upon, use and occupy all premises owned or occupied by Debtor wherein Collateral may be situate, maintain Collateral upon such premises, borrow money on a secured or unsecured basis and use Collateral directly in carrying on Debtor's business or as security for loans or advances to enable the Receiver to carry on Debtor's business or otherwise, as such Receiver shall, in its discretion, determine. Except as may be otherwise directed by RBC, all Money received from time to time by such Receiver in carrying out his/her appointment shall be received in trust for and paid over to RBC. Every such Receiver may, in the discretion of RBC, be vested with all or any of the rights and powers of RBC.

(b) Upon default, RBC may, either directly or through its agents or nominees, exercise any or all of the powers and rights given to a Receiver by virtue of the foregoing sub-clause (a).

(c) RBC may take possession of, collect, demand, sue on, enforce, recover and receive Collateral and give valid and binding receipts and discharges therefor and in respect thereof and, upon default, RBC may sell, license, lease or otherwise dispose of Collateral in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as to RBC may seem reasonable.

(d) In addition to those rights granted herein and in any other agreement now or hereafter in effect between Debtor and RBC and in addition to any other rights RBC may have at law or in equity, RBC shall have, both before and after default, all rights and remedies of a secured party under the P.P.S.A. Provided always, that RBC shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease, license or otherwise dispose of Collateral or to institute any proceedings for such purposes. Furthermore, RBC shall have no obligation to take any steps to preserve rights against prior parties to any Instrument or Chattel Paper whether Collateral or proceeds and whether or not in RBC's possession and shall not be liable or accountable for failure to do so.

(e) Debtor acknowledges that RBC or any Receiver appointed by it may take possession of Collateral wherever it may be located and by any method permitted by law and Debtor agrees upon request from RBC or any such Receiver to assemble and deliver possession of Collateral at such place or places as directed.

(f) Debtor agrees to be liable for and to pay all costs, charges and expenses reasonably incurred by RBC or any Receiver appointed by it, whether directly or for services rendered (including reasonable solicitors and auditors costs and

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other legal expenses and Receiver remuneration), in operating Debtor's accounts, in preparing or enforcing this Security Agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting Indebtedness and all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by RBC or any Receiver appointed by it, as permitted hereby, shall be a first charge on the proceeds of realization, collection or disposition of Collateral and shall be secured hereby.

(g) RBC will give Debtor such notice, if any, of the date, time and place of any public sale or of the date after which any private disposition of Collateral is to be made as may be required by the P.P.S.A..

(h) Upon default and receiving written demand from RBC, Debtor shall take such further action as may be necessary to evidence and effect an assignment or licensing of Intellectual Property to whomever RBC directs, including to RBC. Debtor appoints any officer or director or branch manager of RBC upon default to be its attorney in accordance with applicable legislation with full power of substitution and to do on Debtor's behalf anything that is required to assign, license or transfer, and to record any assignment, licence or transfer of the Collateral. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.

## 14. MISCELLANEOUS

(a) Debtor hereby authorizes RBC to file such financing statements, financing change statements and other documents and do such acts, matters and things (including completing and adding schedules hereto identifying Collateral or any permitted Encumbrances affecting Collateral or identifying the locations at which Debtor's business is carried on and Collateral and records relating thereto are situate) as RBC may deem appropriate to perfect on an ongoing basis and continue the Security Interest, to protect and preserve Collateral and to realize upon the Security Interest and Debtor hereby irrevocably constitutes and appoints the Manager or Acting Manager from time to time of the herein mentioned branch of RBC the true and lawful attorney of Debtor, with full power of substitution, to do any of the foregoing in the name of Debtor whenever and wherever it may be deemed necessary or expedient.

(b) Without limiting any other right of RBC, whenever Indebtedness is immediately due and payable or RBC has the right to declare Indebtedness to be immediately due and payable (whether or not it has so declared), RBC may, in its sole discretion, set off against Indebtedness any and all amounts then owed to Debtor by RBC in any capacity, whether or not due, and RBC shall be deemed to have exercised such right to set off immediately at the time of making its decision to do so even though any charge therefor is made or entered on RBC's records subsequent thereto.

(c) Upon Debtor's failure to perform any of its duties hereunder, RBC may, but shall not be obligated to, perform any or all of such duties, and Debtor shall pay to RBC, forthwith upon written demand therefor, an amount equal to the expense incurred by RBC in so doing plus interest thereon from the date such expense is incurred until it is paid at the rate of 15% per annum.

(d) RBC 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 Debtor, debtors of Debtor, sureties and others and with Collateral and other security as RBC may see fit without prejudice to the liability of Debtor or RBC's right to hold and realize the Security Interest. Furthermore, RBC may demand, collect and sue on Collateral in either Debtor's or RBC's name, at RBC's option, and may endorse Debtor's name on any and all cheques, commercial paper, and any other Instruments pertaining to or constituting Collateral.

(e) No delay or omission by RBC 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. Furthermore, RBC may remedy any default by Debtor hereunder or with respect to any Indebtedness in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by Debtor. All rights and remedies of RBC granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.

(f) Debtor waives protest of any Instrument constituting Collateral at any time held by RBC on which Debtor is in any way liable and, subject to Clause 13(g) hereof, notice of any other action taken by RBC.

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(g) This Security 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 Security Agreement and the Security Interest or any part thereof to enforce any rights hereunder, Debtor shall not assert against the assignee any claim or defence which Debtor now has or hereafter may have against RBC. If more than one Debtor executes this Security Agreement the obligations of such Debtors hereunder shall be joint and several.

(h) RBC may provide any financial and other information it has about Debtor, the Security Interest and the Collateral to any one acquiring or who may acquire an interest in the Security Interest or the Collateral from the Bank or any one acting on behalf of the Bank.

(i) Save for any schedules which may be added hereto pursuant to the provisions hereof, no modification, variation or amendment of any provision of this Security Agreement shall be made except by a written agreement, executed by the parties hereto and no waiver of any provision hereof shall be effective unless in writing.

(j) Subject to the requirements of Clauses 13(g) and 14(k) hereof, whenever either party hereto is required or entitled to notify or direct the other or to make a demand or request upon the other, such notice, direction, demand or request shall be in writing and shall be sufficiently given, in the case of RBC, if delivered to it or sent by prepaid registered mail addressed to it at its address herein set forth or as changed pursuant hereto, and, in the case of Debtor, if delivered to it or if sent by prepaid registered mail addressed to it at its last address known to RBC. Either party may notify the other pursuant hereto of any change in such party's principal address to be used for the purposes hereof.

(k) This Security Agreement and the security afforded hereby is in addition to and not in substitution for any other security now or hereafter held by RBC and is intended to be a continuing Security Agreement and shall remain in full force and effect until the Manager or Acting Manager from time to time of the herein mentioned branch of RBC shall actually receive written notice of its discontinuance; and, notwithstanding such notice, shall remain in full force and effect thereafter until all Indebtedness contracted for or created before the receipt of such notice by RBC, and any extensions or renewals thereof (whether made before or after receipt of such notice) together with interest accruing thereon after such notice, shall be paid in full.

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

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

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

(o) Nothing herein contained shall in any way obligate RBC to grant, continue, renew, extend time for payment of or accept anything which constitutes or would constitute Indebtedness.

(p) The Security Interest created hereby is intended to attach when this Security Agreement is signed by Debtor and delivered to RBC.

(q) Debtor acknowledges and agrees that in the event it amalgamates with any other company or companies it is the intention of the parties hereto that the term "Debtor" when used herein shall apply to each of the amalgamating companies and to the amalgamated company, such that the Security Interest granted hereby

(i) shall extend to "Collateral" (as that term is herein defined) owned by each of the amalgamating companies and the amalgamated company at the time of amalgamation and to any "Collateral" thereafter owned or acquired by the amalgamated company, and

(ii) shall secure the "Indebtedness" (as that term is herein defined) of each of the amalgamating companies and the amalgamated company to RBC at the time of amalgamation and any "Indebtedness" of the amalgamated company to RBC thereafter arising. The Security Interest shall attach to "Collateral" owned by each company amalgamating with Debtor,

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and by the amalgamated company, at the time of the amalgamation, and shall attach to any "Collateral" thereafter owned or acquired by the amalgamated company when such becomes owned or is acquired.

(r) In the event that Debtor is a body corporate, it is hereby agreed that The Limitation of Civil Rights Act of the Province of Saskatchewan, or any provision thereof, shall have no application to this Security Agreement or any agreement or instrument renewing or extending or collateral to this Security Agreement. In the event that Debtor is an agricultural corporation within the meaning of The Saskatchewan Farm Security Act, Debtor agrees with RBC that all of Part IV (other than Section 46) of that Act shall not apply to Debtor.

(s) This Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the province in which the herein branch of RBC is located, as those laws may from time to time be in effect, except if such branch of RBC is located in Quebec then, this Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

**15. COPY OF AGREEMENT**

(a) Debtor hereby acknowledges receipt of a copy of this Security Agreement.

(b) Debtor waives Debtor's right to receive a copy of any financing statement or financing change statement registered by RBC or of any verification statement with respect to any financing statement or financing change statement registered by RBC. (Applies in all P.P.S.A. Provinces except Ontario).

**16.** Debtor represents and warrants that the following information is accurate:

**BUSINESS DEBTOR**

NAME OF BUSINESS DEBTOR MGT MANAGEMENT INC.			
ADDRESS OF BUSINESS DEBTOR 52 ROZIER CLOSE	CITY SYLVAN LAKE	PROVINCE ALBERTA	POSTAL CODE T4S0B7

IN WITNESS WHEREOF Debtor has executed this Security Agreement this 11 day April, 2018

MGT MANAGEMENT INC.

*Susan Stevens*

WITNESSES

*Mike Loh*



WITNESSES



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MC

**SCHEDULE "A"**

**(ENCUMBRANCES AFFECTING COLLATERAL)**

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RBC144708906010012000924

*me*



**SCHEDULE "B"**

**1. Locations of Debtor's Business Operations**

52 ROZIER CLOSE,  
SYLVAN LAKE  
ALBERTA  
CA  
T4S0B7

**2. Locations of Records relating to Collateral**

52 ROZIER CLOSE,  
SYLVAN LAKE  
ALBERTA  
CA  
T4S0B7

**3. Locations of Collateral**

52 ROZIER CLOSE,  
SYLVAN LAKE  
ALBERTA  
CA  
T4S0B7

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RBC144708906011012000924

*me*

**SCHEDULE "C"**  
**(DESCRIPTION OF PROPERTY)**

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RBC144708906012012000924

MC



**SECURITY AGREEMENT  
(CHATTEL MORTGAGE FOR OTHER THAN INVENTORY  
AND CONSUMER GOODS)**

**1. SECURITY INTEREST**

(a) For value received the undersigned ("Debtor"), hereby grants to **ROYAL BANK OF CANADA** ("RBC"), a security interest ("Security Interest") in the following:

- the goods of Debtor described in Schedule "C" hereto and in any additional Schedules from time to time added hereto;

and in all proceeds thereof, accretions thereto and substitutions therefor and in all of the following now owned or hereafter owned or acquired by or on behalf of Debtor, namely:

- all lists, records and files relating to Debtor's customers, clients and patients,
- all deeds, documents, writings, papers and books relating to or being records of Goods or their proceeds or by which Goods or their proceeds are or may hereafter be secured, evidenced, acknowledged or made payable including Documents of Title, Chattel Paper, Securities and Instruments; and
- all contractual rights and insurance claims relating to Goods;

all of the foregoing being hereinafter collectively called "Collateral".

(b) Unless otherwise limited herein the terms "Goods", "Chattel Paper", "Document of Title", "Instrument", "Security", "proceeds", "accession", "Money", "financing statement" and "financing change statement" whenever used herein shall be interpreted pursuant to their respective meanings when used in The Personal Property Security Act of the province referred to in section 12(s), as amended from time to time, which Act, including amendments thereto and any Act substituted therefor and amendments thereto is herein referred to as the "P.P.S.A.". Provided always that the term "Goods" when used herein shall not include "consumer goods" or "inventory" of Debtor as those terms are defined in the P.P.S.A. Any reference herein to "Collateral" shall, unless the context otherwise requires, be deemed a reference to "Collateral or any part thereof".

**2. INDEBTEDNESS SECURED**

The Security Interest granted by Debtor to RBC secures payment and performance of any and all obligations, indebtedness and liability of Debtor to RBC (including interest thereon), 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 Debtor be bound alone or with another or others and whether as principal or surety (hereinafter collectively called the "Indebtedness"). If the Security Interest in the Collateral is not sufficient, in the event of default, to satisfy all Indebtedness of the Debtor, the Debtor acknowledges and agrees that Debtor shall continue to be liable for any Indebtedness remaining outstanding and RBC shall be entitled to pursue full payment thereof.

**3. REPRESENTATIONS AND WARRANTIES OF DEBTOR**

Debtor represents and warrants and so long as this Security Agreement remains in effect shall be deemed to continuously represent and warrant that:

(a) the Collateral is genuine and owned by Debtor free of all security interests, mortgages, liens, claims, charges or other encumbrances (hereinafter collectively called "Encumbrances") save for the Security Interest and those Encumbrances shown on Schedule "A" or hereafter approved in writing by RBC; prior to their creation or assumption;

(b) Debtor is authorized to enter into this Security Agreement;

(c) each debt, Chattel Paper and Instrument constituting proceeds of Goods is enforceable in accordance with its terms against the party obligated to pay the same (the "Account Debtor"); and

(d) the locations specified in Schedule "B" are accurate and complete save for Goods in transit to such locations.

**4. COVENANTS OF DEBTOR**

So long as this Security Agreement remains in effect Debtor covenants and agrees:

(a) to defend Collateral against the claims and demands of all other parties claiming the same or an interest therein; to keep Collateral free from all Encumbrances, except for the Security Interest and those shown on Schedule "A" or hereafter approved in writing by RBC prior to their creation or assumption, and not to sell, exchange, transfer, assign, lease or otherwise dispose of Collateral or any interest therein without the prior written consent of RBC and, in any event, to deposit with RBC all Money received from any disposition of Collateral;

(b) to notify RBC promptly of:

- (i) any change in the information contained herein or in the Schedules hereto relating to Debtor, Debtor's business or Collateral,
- (ii) the details or any significant acquisition of Collateral,
- (iii) the details of any claims or litigation affecting Debtor or Collateral,
- (iv) any loss of or damage to Collateral,

- (v) any default by any Account Debtor in payment or other performance of his/her obligations with respect to Collateral; and
- (vi) the return to or repossession by debtor of Collateral;

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

(d) to do, execute, acknowledge and deliver such financing statements, financing change statements and further assignments, transfers, documents, acts, matters and things (including further schedules hereto) as may be reasonably requested by RBC of or with respect to Collateral in order to give effect to these presents and to pay all costs for searches and filings in connection therewith;

(e) 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 Debtor or Collateral as and when the same become due and payable;

(f) to insure collateral in such amounts and against such risks as would customarily be insured by a prudent owner of similar Collateral and in such additional amounts and against such additional risks as RBC may from time to time direct, with loss payable to RBC and Debtor, as insureds, as their respective interests may appear, and to pay all premiums therefor and deliver copies of policies and evidence of renewal to RBC on request;

(g) to prevent Collateral from being or becoming an accession to other property not covered by this Security Agreement

(h) to carry on and conduct the business of Debtor in a proper and efficient manner and so as to protect and preserve the Collateral and to keep, in accordance with generally accepted accounting principles, consistently applied, proper books of account for Debtor's business as well as accurate and complete records concerning Collateral and mark any and all such records and Collateral at RBC's request so as to indicate the Security Interest; and

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

## 5. USE AND VERIFICATION OF COLLATERAL

Subject to compliance with Debtor's covenants contained herein and Clause 7 hereof, Debtor may, until default, possess, operate, collect, use and enjoy and deal with Collateral in the ordinary course of Debtor's business in any manner not inconsistent with the provisions hereof; provided always that RBC shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner RBC may consider appropriate and Debtor agrees to furnish all assistance and information and to perform all such acts as RBC may reasonably request in connection therewith and for such purpose to grant to RBC or its agents access to all places where Collateral may be located and to all premises occupied by Debtor.

## 6. SECURITIES

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

## 7. COLLECTION OF DEBTS

Before or after default under this Security Agreement, RBC may notify all or any Account Debtors of the Security Interest and may also direct such Account Debtors to make all payments on Collateral to RBC. Debtor acknowledges that any payments on or other proceeds of Collateral received by Debtor from Account Debtors, whether before or after notification of this Security Interest to Account Debtors and whether before or after default under this Security Agreement, shall be received and held by Debtor in trust for RBC and shall be turned over to RBC upon request.

## 8. DISPOSITION OF MONEY

Subject to any applicable requirements of the P.P.S.A., all Money collected or received by RBC pursuant to or in exercise of any right it possesses with respect to Collateral shall be applied on account of Indebtedness in such manner as RBC deems best or, at the option of RBC, be held unappropriated in a collateral account or released to Debtor, all without prejudice to the liability of Debtor or the rights of RBC hereunder, and any surplus shall be accounted for as required by law.

## 9. EVENTS OF DEFAULT

The happening of any one of the following events or conditions shall constitute default hereunder which is herein referred to as "default":

(a) the nonpayment when due, whether by acceleration or otherwise, of any principal or interest forming part of Indebtedness or the failure of Debtor to observe or perform any obligation, covenant, term, provision or condition contained in this Security Agreement or any other agreement between Debtor and RBC;

(b) the death of or a declaration of incompetency by a court of competent jurisdiction with respect to Debtor, if an individual;

(c) the bankruptcy or insolvency of Debtor; the filing against Debtor of a petition in bankruptcy; the making of an assignment for the benefit of creditors by Debtor; the appointment of a receiver or trustee for Debtor or for any assets of Debtor; or the institution by or against Debtor of any other type of insolvency proceeding under the Bankruptcy and Insolvency Act or otherwise;

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

(e) if any Encumbrance affecting Collateral becomes enforceable against Collateral;

(f) if Debtor ceases or threatens to cease to carry on business, makes or agrees to make a bulk sale of assets without complying with applicable law or commits or threatens to commit an act of bankruptcy;

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

(h) if any certificate, statement, representation, warranty or audit report heretofore or hereafter furnished by or on behalf of Debtor pursuant to or in connection with this Security Agreement, or otherwise (including, without limitation, the representations and warranties contained herein) or as an inducement to RBC to extend any credit to or to enter into this or any other agreement with Debtor, proves to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or proves to have omitted any substantial contingent or unliquidated liability or claim against Debtor; or if upon the date of execution of this Security 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 RBC at or prior to the time of such execution.

## 10. ACCELERATION

RBC, in its sole discretion, may declare all or any part of the Indebtedness which is not by its terms payable on demand to be immediately due and payable, without demand or notice of any kind, in the event of default, or, if RBC, considers itself insecure or that the Collateral is in jeopardy. The provisions of this clause are not intended in any way to affect any rights of RBC with respect to any Indebtedness which may now or hereafter be payable on demand.

## 11. REMEDIES

(a) Upon default, RBC may appoint or reappoint by instrument in writing, any person or persons, whether an officer or officers or an employee or employees of RBC or not, to be a receiver or receivers (hereinafter called a "Receiver": which term when used herein shall include a receiver and manager) of Collateral and may remove any Receiver so appointed and appoint another in his/her stead. Any such Receiver shall, so far as concerns responsibility for his/her acts, be deemed the agent of Debtor and not RBC, and RBC shall not be in any way responsible for any misconduct, negligence, or non-feasance on the part of any such Receiver, his/her servants, agents or employees. Subject to the provisions of the instrument appointing him/her, any such Receiver shall have power to take possession of Collateral, to preserve Collateral or its value, to carry on or concur in carrying on all or any part of the business of Debtor and to sell, lease or otherwise dispose of or concur in selling, leasing or otherwise disposing of Collateral. To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others, including Debtor, enter upon, use and occupy all premises owned or occupied by Debtor wherein Collateral may be situated, maintain Collateral upon such premises, borrow money on a secured or unsecured basis and use Collateral directly in carrying on Debtor's business or as security for loans or advances to enable the Receiver to carry on Debtor's business or otherwise, as such Receiver shall, in its discretion, determine. Except as may be otherwise directed by RBC, all Money received from time to time by such Receiver in carrying out his/her appointment shall be received in trust for and paid over to RBC. Every such Receiver may, in the discretion of RBC, be vested with all or any of the rights and powers of RBC.

(b) Upon default, RBC may, either directly or through its agents or nominees, exercise any or all of the powers and rights given to a Receiver by virtue of the foregoing sub-clause (a).

(c) RBC may take possession of, collect, demand, sue on, enforce, recover and receive Collateral and give valid and binding receipts and discharges therefor and in respect thereof and, upon default, RBC may sell, lease or otherwise dispose of Collateral in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as to RBC may seem reasonable.

(d) In addition to those rights granted herein and in any other agreement now or hereafter in effect between Debtor and RBC and in addition to any other rights RBC may have at law or in equity, RBC shall have, both before and after default, all rights and remedies of a secured party under the P.P.S.A. Provided always, that RBC shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease or otherwise dispose of Collateral or to institute any proceedings for such purposes. Furthermore, RBC shall have no obligation to take any steps to preserve rights against prior parties to any Instrument or Chattel Paper, whether Collateral or proceeds and whether or not in RBC's possession and shall not be liable or accountable for failure to do so.

(e) Debtor acknowledges that RBC or any Receiver appointed by it may take possession of Collateral wherever it may be located and by any method permitted by law and Debtor agrees upon request from RBC or any such Receiver to assemble and deliver possession of Collateral at such place or places as directed.

(f) Debtor agrees to be liable for and to pay all costs, charges and expenses reasonably incurred by RBC or any Receiver appointed by it, whether directly or for services rendered (including reasonable solicitors and auditors costs and other legal expenses and Receiver remuneration), in operating Debtor's accounts, in preparing or enforcing this Security Agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting Indebtedness and all such costs, charges and expenses together with any amounts owing as a result of any borrowing by RBC or any Receiver appointed by it, as permitted hereby, shall be a first charge on the proceeds of realization, collection or disposition of Collateral and shall be secured hereby.

(g) RBC will give Debtor such notice, if any, of the date, time and place of any public sale or of the date after which any private disposition of Collateral is to be made, as may be required by the P.P.S.A.

## 12. MISCELLANEOUS

(a) Debtor hereby authorizes RBC to file such financing statements, financing change statements and other documents and do such acts, matters and things (including completing and adding schedules hereto identifying Collateral

or any permitted Encumbrances affecting Collateral or identifying the locations at which Debtor's business is carried on and Collateral and records relating thereto are situate) as RBC may deem appropriate to perfect on an ongoing basis and continue the Security Interest, to protect and preserve Collateral and to realize upon the Security Interest and Debtor hereby irrevocably constitutes and appoints the Manager or Acting Manager from time to time of the herein mentioned branch of RBC the true and lawful attorney of Debtor, with full power of substitution, to do any of the foregoing in the name of Debtor whenever and wherever it may be deemed necessary or expedient.

(b) Without limiting any other right of RBC, whenever Indebtedness is immediately due and payable or RBC has the right to declare Indebtedness to be immediately due and payable (whether or not it has so declared), RBC may, in its sole discretion, set off against Indebtedness any and all amounts then owed to Debtor by RBC in any capacity, whether or not due, and RBC shall be deemed to have exercised such right of setoff immediately at the time of making its decision to do so even though any charge therefor is made or entered on RBC's records subsequent thereto.

(c) Upon Debtor's failure to perform any of its duties hereunder, RBC may, but shall not be obligated to, perform any or all of such duties, and Debtor shall pay to RBC, forthwith upon written demand therefor, an amount equal to the expenses incurred by RBC in so doing plus interest thereon from the date such expense is incurred until it is paid at the rate of 15% per annum.

(d) RBC 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 Debtor, debtors of Debtor, sureties and others and with Collateral and other security as RBC may see fit without prejudice to the liability of Debtor or RBC's right to hold and realize the Security Interest. Furthermore, RBC may demand, collect and sue on Collateral in either Debtor's or RBC's name, at RBC's option, and may endorse Debtor's name on any and all cheques, commercial paper, and any other Instruments pertaining to or constituting Collateral.

(e) No delay or omission by RBC 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. Furthermore, RBC may remedy any default by Debtor hereunder or with respect to any Indebtedness in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by Debtor. All rights and remedies of RBC granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.

(f) Debtor waives protest of any Instrument constituting Collateral at any time held by RBC on which Debtor is in any way liable and, subject to Clause 11 (g) hereof, notice of any other action taken by RBC.

(g) This Security 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 Security Agreement and the Security Interest or any part thereof to enforce any rights hereunder, Debtor shall not assert against the assignee any claim of defence which Debtor now has or hereafter may have against RBC. If more than one Debtor executes this Security Agreement the obligations of such Debtors hereunder shall be joint and several.

(h) RBC may provide any financial and other information it has about Debtor, the Security Interest and the Collateral to any one acquiring or who may acquire an interest in the Security Interest or the Collateral from the Bank or any one acting on behalf of the Bank.

(i) Save for any schedules which may be added hereto pursuant to the provisions hereof, no modification, variation or amendment of any provision of this Security Agreement shall be made except by a written agreement, executed by the parties hereto and no waiver of any provision hereof shall be effective unless in writing.

(j) Subject to the requirements of Clause 11 (g) and 12 (k) hereof, whenever either party hereto is required or entitled to notify or direct the other or to make a demand or request upon the other, such notice, direction, demand or request shall be in writing and shall be sufficiently given, in the case of RBC, if delivered to it or sent by prepaid registered mail addressed to it at its address herein set forth or as changed pursuant hereto and, in the case of Debtor, if delivered to it or if sent by prepaid registered mail addressed to it at its last address known to RBC. Either party may notify the other pursuant hereto of any change in such party's principal address to be used for the purposes hereof.

(k) This Security Agreement and the security afforded hereby is in addition to and not in substitution for any other security now or hereafter held by RBC, and is intended to be a continuing Security Agreement and shall remain in full force and effect until the Manager or Acting Manager from time to time of the herein mentioned branch of RBC shall actually receive written notice of its discontinuance, and notwithstanding such notice, shall remain in full force and effect thereafter until all Indebtedness contracted for or created before the receipt of such notice by RBC, and any extensions or renewals thereof (whether made before or after receipt of such notice) together with interest accruing thereon after such notice, shall be paid in full.

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

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

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

(o) Nothing herein contained shall in any way obligate RBC to grant, continue, renew, extend time for payment of or accept anything which constitutes or would constitute Indebtedness.

(p) The Security Interest created hereby is intended to attach when this Security Agreement is signed by Debtor and delivered to RBC.

(q) Debtor acknowledges and agrees that in the event it amalgamates with any other company or companies it is the intention of the parties hereto that the term "Debtor" when used herein shall apply to each of the amalgamating companies and to the amalgamated company, such that the Security Interest granted hereby (i) shall extend to "Collateral" (as that term is herein defined) owned by each of the amalgamating companies and the amalgamated company at the time of amalgamation and to any "Collateral" thereafter owned or acquired by the amalgamated company, and (ii) shall secure the "Indebtedness" (as that term is herein defined) of each of the amalgamating companies and the amalgamated company to RBC at the time of amalgamation and any "Indebtedness" of the amalgamated company to RBC thereafter arising. The Security Interest shall attach to "Collateral" owned by each company amalgamating with Debtor, and by the amalgamated company, at the time of amalgamation, and shall attach to any "Collateral" thereafter owned or acquired by the amalgamated company when such becomes owned or is acquired.

(r) In the event that Debtor is a body corporate, it is hereby agreed that The Limitation of Civil Rights Act of the Province of Saskatchewan, or any provision thereof, shall have no application to this Security Agreement or any

agreement or instrument renewing or extending or collateral to this Security Agreement. In the event that Debtor is an agricultural corporation within the meaning of The Saskatchewan Farm Security Act, Debtor agrees with RBC that all of Part IV (other than Section 46) of that Act shall not apply to Debtor.

(s) This Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the province in which the herein branch of RBC is located, as those laws may from time to time be in effect, except if such branch of RBC is located in Quebec then, this Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

**13. COPY OF AGREEMENT**

- (a) Debtor hereby acknowledges receipt of a copy of this Security Agreement.
- (b) Debtor waives Debtor's right to receive a copy of any financing statement or financing change statement registered by RBC, or of any verification statement with respect to any financing statement registered by RBC. (Applies in all P.P.S.A. provinces)

**14. Debtor represents and warrants that the following information is accurate:**

**INDIVIDUAL DEBTOR**

SURNAME (LAST NAME)	FIRST NAME	SECOND NAME	BIRTH DATE YEAR MONTH DAY	
ADDRESS OF INDIVIDUAL DEBTOR	CITY		PROVINCE	POSTAL CODE
SURNAME (LAST NAME)	FIRST NAME	SECOND NAME	BIRTH DATE YEAR MONTH DAY	
ADDRESS OF INDIVIDUAL DEBTOR (IF DIFFERENT FROM ABOVE)	CITY		PROVINCE	POSTAL CODE

**BUSINESS DEBTOR**

NAME OF BUSINESS DEBTOR <b>MGT MANAGEMENT INC.</b>			
ADDRESS OF BUSINESS DEBTOR <b>52 ROZIER CLOSE</b>	CITY <b>SYLVAN LAKE</b>	PROVINCE <b>AB</b>	POSTAL CODE <b>T4S 0B7</b>

**TRADE NAME (IF APPLICABLE)**

TRADE NAME OF DEBTOR			
PRINCIPAL ADDRESS (IF DIFFERENT FROM ABOVE)	CITY	PROVINCE	POSTAL CODE

IN WITNESS WHEREOF Debtor has executed this Security Agreement this 13<sup>th</sup> day of September 2018

MGT MANAGEMENT INC.

*Imran A. Bhutta*  
WITNESS IMRAN A. BHUTTA

*M. [Signature]*  
\_\_\_\_\_  
Seal

WITNESS \_\_\_\_\_

\_\_\_\_\_  
Seal

**BRANCH ADDRESS**

AB CENTRAL COMMERCIAL MARKETS 4943 ROSS ST RED DEER AB T4N 1Y1
---

Imran A. Bhutta  
 Barrister, Solicitor and Notary Public  
 In and for the Province of Alberta,  
 My Appointment Commission is Federal



**SCHEDULE "A"**

**(ENCUMBRANCES AFFECTING COLLATERAL)**

MC

**SCHEDULE "B"**

**1. Locations of Debtor's Business Operations**

**52 ROZIER CLOSE  
SYLVAN LAKE  
ALBERTA  
T4S0B7**

**2. Locations of Records relating to Collateral (if different from 1. above)**

**SAME AS ABOVE.**

**3. Locations of Collateral (if different from 1. above)**

**SAME AS ABOVE.**

MC

**SCHEDULE "C"**  
(DESCRIPTION OF GOODS)

- 2014 I44 Impactor SN#83042
- 2013 Melosky S190 Screener SN#81596
- 2014 McCloskey Conveyor SN#82760
- XR30 Xcentric Ripper SN#14120401
- 2012 Nissan Titan SN#1N6AA0EC4CN329552
- 2006 used Hyundai model 200 W7 SN#N60410322
- 2014 Komatsu PC290LC Excavator SN#A25799 including all attachments and accessories.
- 2013 John Deere Articulated Dump Truck SN#1DW370ETCDE653161 with all attachments and accessories.
- 2011 Komatsu PC450LC 8 Excavator SN#KMTPC192E54A10278 with Cleanup bucket and Digging bucket and all attachments and accessories.

# EXHIBIT "J"

**This is Exhibit "J" referred to in the  
Affidavit of Natalia Naraine Sworn  
before me this 21st  
day of November, 2022.**



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**A Commissioner for Oaths in  
and for the Province of Alberta**

Melanie Cheddi  
Barrister & Solicitor



Royal Bank of Canada  
General Security Agreement

SRF: 162237259  
Borrower: MGT AGGREGATE PRODUCTS INC.

4943 ROSS ST  
RED DEER  
ALBERTA  
T4N 1Y1  
CA

## 1. SECURITY INTEREST

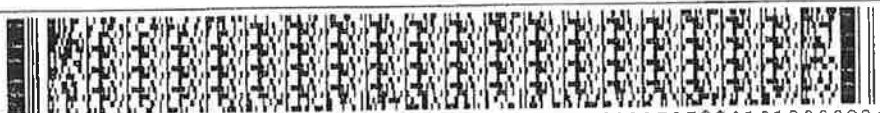
(a) For value received, the undersigned ("Debtor"), hereby grants to ROYAL BANK OF CANADA ("RBC"), a security interest (the "Security Interest") in the undertaking of Debtor and in all of Debtor's present and after acquired personal property including, without limitation, in all Goods (including all parts, accessories, attachments, special tools, additions and accessions thereto), Chattel Paper, Documents of Title (whether negotiable or not), Instruments, Intangibles, Money and Securities and all other Investment Property now owned or hereafter owned or acquired by or on behalf of Debtor (including such as may be returned to or repossessed by Debtor) and in all proceeds and renewals thereof, accretions thereto and substitutions therefore (hereinafter collectively called "Collateral"), and including, without limitation, all of the following now owned or hereafter owned or acquired by or on behalf of Debtor:

- (i) all Inventory of whatever kind and wherever situate;
- (ii) all equipment (other than Inventory) of whatever kind and wherever situate, including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatsoever nature or kind;
- (iii) all Accounts and book debts and generally all debts, dues, claims, choses in action 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 or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by Debtor ("Debts");
- (iv) all lists, records and files relating to Debtor's customers, clients and patients;
- (v) all deeds, documents, writings, papers, books of account and other books relating to or being records of Debts, Chattel Paper 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;
- (vii) all patents, industrial designs, trade-marks, trade secrets and know-how including without limitation environmental technology and biotechnology, confidential information, trade-names, goodwill, copyrights, personality rights, plant breeders' rights, integrated circuit topographies, software and all other forms of intellectual and industrial property, and any registrations and applications for registration of any of the foregoing (collectively "Intellectual Property"); and
- (viii) all property described in Schedule "C" or any schedule now or hereafter annexed hereto.

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

(c) The terms "Goods", "Chattel Paper", "Document of Title", "Instrument", "Intangible", "Security", "Investment

Please do not write in this area



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Property", "proceeds", "Inventory", "accession", "Money", "Account", "financing statement" and "financing change statement" whenever used herein shall be interpreted pursuant to their respective meanings when used in The Personal Property Security Act of the province referred to in Clause 14(s), as amended from time to time, which Act, including amendments thereto and any Act substituted therefor and amendments thereto is herein referred to as the "P.P.S.A.". Provided always that the term "Goods" when used herein shall not include "consumer goods" of Debtor as that term is defined in the P.P.S.A., the term "Inventory" when used herein shall include livestock and the young thereof after conception and crops that become such within one year of execution of this Security Agreement and the term "Investment Property", if not defined in the P.P.S.A., shall be interpreted according to its meaning in the Personal Property Security Act (Ontario). Any reference herein to "Collateral" shall, unless the context otherwise requires, be deemed a reference to "Collateral or any part thereof".

## 2. INDEBTEDNESS SECURED

The Security Interest granted hereby secures payment and performance of any and all obligations, indebtedness and liability of Debtor to RBC (including interest thereon) 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 Debtor be bound alone or with another or others and whether as principal or surety (hereinafter collectively called the "Indebtedness"). If the Security Interest in the Collateral is not sufficient, in the event of default, to satisfy all Indebtedness of the Debtor, the Debtor acknowledges and agrees that Debtor shall continue to be liable for any Indebtedness remaining outstanding and RBC shall be entitled to pursue full payment thereof.

## 3. REPRESENTATIONS AND WARRANTIES OF DEBTOR

Debtor represents and warrants and so long as this Security Agreement remains in effect shall be deemed to continuously represent and warrant that:

(a) the Collateral is genuine and owned by Debtor free of all security interests, mortgages, liens, claims, charges, licenses, leases, infringements by third parties, encumbrances or other adverse claims or interests (hereinafter collectively called "Encumbrances"), save for the Security Interest and those Encumbrances shown on Schedule "A" or hereafter approved in writing by RBC, prior to their creation or assumption;

(b) all Intellectual Property applications and registrations are valid and in good standing and Debtor is the owner of the applications and registrations;

(c) each Debt, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "Account Debtor"), and the amount represented by Debtor to RBC from time to time as owing by each Account Debtor or by all Account Debtors will be the correct amount actually and unconditionally owing by such Account Debtor or Account Debtors, except for normal cash discounts where applicable, and no Account Debtor will have any defence, set off, claim or counterclaim against Debtor which can be asserted against RBC, whether in any proceeding to enforce Collateral or otherwise;

(d) the locations specified in Schedule "B" as to business operations and records are accurate and complete and with respect to Goods (including Inventory) constituting Collateral, the locations specified in Schedule "B" are accurate and complete save for Goods in transit to such locations and Inventory on lease or consignment; and all fixtures or Goods about to become fixtures and all crops and all oil, gas or other minerals to be extracted and all timber to be cut which forms part of the Collateral will be situate at one of such locations; and

(e) the execution, delivery and performance of the obligations under this Security Agreement and the creation of any security interest in or assignment hereunder of Debtor's rights in the Collateral to RBC will not result in a breach of any agreement to which Debtor is a party.

## 4. COVENANTS OF THE DEBTOR

So long as this Security Agreement remains in effect Debtor covenants and agrees:

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(a) to defend the Collateral against the claims and demands of all other parties claiming the same or an interest therein; to diligently initiate and prosecute legal action against all infringers of Debtor's rights in Intellectual Property; to take all reasonable action to keep the Collateral free from all Encumbrances, except for the Security Interest, licenses which are compulsory under federal or provincial legislation and those shown on Schedule "A" or hereafter approved in writing by RBC, prior to their creation or assumption, and not to sell, exchange, transfer, assign, lease, license or otherwise dispose of Collateral or any interest therein without the prior written consent of RBC; provided always that, until default, Debtor may, in the ordinary course of Debtor's business, sell or lease Inventory and, subject to Clause 7 hereof, use Money available to Debtor;

(b) to notify RBC promptly of:

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

(c) to keep Collateral in good order, condition and repair and not to use Collateral in violation of the provisions of this Security Agreement or any other agreement relating to Collateral or any policy insuring Collateral or any applicable statute, law, by-law, rule, regulation or ordinance; to keep all agreements, registrations and applications relating to Intellectual Property and intellectual property used by Debtor in its business in good standing and to renew all agreements and registrations as may be necessary or desirable to protect Intellectual Property, unless otherwise agreed in writing by RBC; to apply to register all existing and future copyrights, trade-marks, patents, integrated circuit topographies and industrial designs whenever it is commercially reasonable to do so;

(d) to do, execute, acknowledge and deliver such financing statements, financing change statements and further assignments, transfers, documents, acts, matters and things (including further schedules hereto) as may be reasonably requested by RBC of or with respect to Collateral in order to give effect to these presents and to pay all costs for searches and filings in connection therewith;

(e) 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 Debtor or Collateral as and when the same become due and payable;

(f) to insure collateral in such amounts and against such risks as would customarily be insured by a prudent owner of similar Collateral and in such additional amounts and against such additional risks as RBC may from time to time direct, with loss payable to RBC and Debtor, as insureds, as their respective interests may appear, and to pay all premiums therefor and deliver copies of policies and evidence of renewal to RBC on request;

(g) to prevent Collateral, save Inventory sold or leased as permitted hereby, from being or becoming an accession to other property not covered by this Security Agreement;

(h) to carry on and conduct the business of Debtor in a proper and efficient manner and so as to protect and preserve Collateral and to keep, in accordance with generally accepted accounting principles, consistently applied, proper books of account for Debtor's business as well as accurate and complete records concerning Collateral, and mark any and all such records and Collateral at RBC's request so as to indicate the Security Interest;

(i) to deliver to RBC from time to time promptly upon request:

- (i) any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to

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Collateral,

- (ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to Collateral for the purpose of inspecting, auditing or copying the same,
- (iii) all financial statements prepared by or for Debtor regarding Debtor's business,
- (iv) all policies and certificates of insurance relating to Collateral, and
- (v) such information concerning Collateral, the Debtor and Debtor's business and affairs as RBC may reasonably request.

## 5. USE AND VERIFICATION OF COLLATERAL

Subject to compliance with Debtor's covenants contained herein and Clause 7 hereof, Debtor may, until default, possess, operate, collect, use and enjoy and deal with Collateral in the ordinary course of Debtor's business in any manner not inconsistent with the provisions hereof; provided always that RBC shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner RBC may consider appropriate and Debtor agrees to furnish all assistance and information and to perform all such acts as RBC may reasonably request in connection therewith and for such purpose to grant to RBC or its agents access to all places where Collateral may be located and to all premises occupied by Debtor.

## 6. SECURITIES, INVESTMENT PROPERTY

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

Where any Investment Property is held in or credited to an account that has been established with a securities intermediary, RBC may, at any time after default, give a notice of exclusive control to any such securities intermediary with respect to such Investment Property.

## 7. COLLECTION OF DEBTS

Before or after default under this Security Agreement, RBC may notify all or any Account Debtors of the Security Interest and may also direct such Account Debtors to make all payments on Collateral to RBC. Debtor acknowledges that any payments on or other proceeds of Collateral received by Debtor from Account Debtors, whether before or after notification of this Security Interest to Account Debtors and whether before or after default under this Security Agreement, shall be received and held by Debtor in trust for RBC and shall be turned over to RBC upon request.

## 8. INCOME FROM AND INTEREST ON COLLATERAL

(a) Until default, Debtor reserves the right to receive any Money constituting income from or interest on Collateral and if RBC receives any such Money prior to default, RBC shall either credit the same against the Indebtedness or pay the same promptly to Debtor.

(b) After default, Debtor will not request or receive any Money constituting income from or interest on Collateral and if Debtor receives any such Money without any request by it, Debtor will pay the same promptly to RBC.

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## 9. INCREASES, PROFITS, PAYMENTS OR DISTRIBUTIONS

(a) Whether or not default has occurred, Debtor authorizes RBC:

- (i) to receive any increase in or profits on Collateral (other than Money) and to hold the same as part of Collateral. Money so received shall be treated as income for the purposes of Clause 8 hereof and dealt with accordingly;
- (ii) to receive any payment or distribution upon redemption or retirement or upon dissolution and liquidation of the issuer of Collateral; to surrender such Collateral in exchange therefor and to hold any such payment or distribution as part of Collateral.

(b) If Debtor receives any such increase or profits (other than Money) or payments or distributions, Debtor will deliver the same promptly to RBC to be held by RBC as herein provided.

## 10. DISPOSITION OF MONEY

Subject to any applicable requirements of the P.P.S.A., all Money collected or received by RBC pursuant to or in exercise of any right it possesses with respect to Collateral shall be applied on account of Indebtedness in such manner as RBC deems best or, at the option of RBC, may be held unappropriate in a collateral account or released to Debtor, all without prejudice to the liability of Debtor or the rights of RBC hereunder, and any surplus shall be accounted for as required by law.

## 11. EVENTS OF DEFAULT

The happening of any of the following events or conditions shall constitute default hereunder which is herein referred to as "default":

(a) the nonpayment when due, whether by acceleration or otherwise, of any principal or interest forming part of Indebtedness or the failure of Debtor to observe or perform any obligation, covenant, term, provision or condition contained in this Security Agreement or any other agreement between Debtor and RBC;

(b) the death of or a declaration of incompetency by a court of competent jurisdiction with respect to Debtor, if an individual;

(c) the bankruptcy or insolvency of Debtor; the filing against Debtor of a petition in bankruptcy; the making of an assignment for the benefit of creditors by Debtor; the appointment of a receiver or trustee for Debtor or for any assets of Debtor or the institution by or against Debtor of any other type of insolvency proceeding under the Bankruptcy and Insolvency Act or otherwise;

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

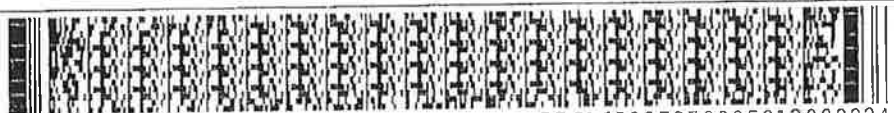
(e) if any Encumbrance affecting Collateral becomes enforceable against Collateral;

(f) if Debtor ceases or threatens to cease to carry on business or makes or agrees to make a bulk sale of assets without complying with applicable law or commits or threatens to commit an act of bankruptcy;

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

(h) if any certificate, statement, representation, warranty or audit report heretofore or hereafter furnished by or on behalf of Debtor pursuant to or in connection with this Security Agreement, or otherwise (including, without limitation, the representations and warranties contained herein) or as an inducement to RBC to extend any credit to or to enter into this or

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any other agreement with Debtor, proves to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or proves to have omitted any substantial contingent or unliquidated liability or claim against Debtor; or if upon the date of execution of this Security 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 RBC at or prior to the time of such execution.

## 12. ACCELERATION

RBC, in its sole discretion, may declare all or any part of Indebtedness which is not by its terms payable on demand to be immediately due and payable, without demand or notice of any kind, in the event of default, or if RBC considers itself insecure or that the Collateral is in jeopardy. The provisions of this clause are not intended in any way to affect any rights of RBC with respect to any Indebtedness which may now or hereafter be payable on demand.

## 13. REMEDIES

(a) Upon default, RBC may appoint or reappoint by instrument in writing, any person or persons, whether an officer or officers or an employee or employees of RBC or not, to be a receiver or receivers (hereinafter called a "Receiver", which term when used herein shall include a receiver and manager) of Collateral (including any interest, income or profits therefrom) and may remove any Receiver so appointed and appoint another in his/her stead. Any such Receiver shall, so far as concerns responsibility for his/her acts, be deemed the agent of Debtor and not RBC, and RBC shall not be in any way responsible for any misconduct, negligence or non-feasance on the part of any such Receiver, his/her servants, agents or employees. Subject to the provisions of the instrument appointing him/her, any such Receiver shall have power to take possession of Collateral, to preserve Collateral or its value, to carry on or concur in carrying on all or any part of the business of Debtor and to sell, lease, license or otherwise dispose of or concur in selling, leasing, licensing or otherwise disposing of Collateral. To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others, including Debtor, enter upon, use and occupy all premises owned or occupied by Debtor wherein Collateral may be situate, maintain Collateral upon such premises, borrow money on a secured or unsecured basis and use Collateral directly in carrying on Debtor's business or as security for loans or advances to enable the Receiver to carry on Debtor's business or otherwise, as such Receiver shall, in its discretion, determine. Except as may be otherwise directed by RBC, all Money received from time to time by such Receiver in carrying out his/her appointment shall be received in trust for and paid over to RBC. Every such Receiver may, in the discretion of RBC, be vested with all or any of the rights and powers of RBC.

(b) Upon default, RBC may, either directly or through its agents or nominees, exercise any or all of the powers and rights given to a Receiver by virtue of the foregoing sub-clause (a).

(c) RBC may take possession of, collect, demand, sue on, enforce, recover and receive Collateral and give valid and binding receipts and discharges therefor and in respect thereof and, upon default, RBC may sell, license, lease or otherwise dispose of Collateral in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as to RBC may seem reasonable.

(d) In addition to those rights granted herein and in any other agreement now or hereafter in effect between Debtor and RBC and in addition to any other rights RBC may have at law or in equity, RBC shall have, both before and after default, all rights and remedies of a secured party under the P.P.S.A. Provided always, that RBC shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease, license or otherwise dispose of Collateral or to institute any proceedings for such purposes. Furthermore, RBC shall have no obligation to take any steps to preserve rights against prior parties to any Instrument or Chattel Paper whether Collateral or proceeds and whether or not in RBC's possession and shall not be liable or accountable for failure to do so.

(e) Debtor acknowledges that RBC or any Receiver appointed by it may take possession of Collateral wherever it may be located and by any method permitted by law and Debtor agrees upon request from RBC or any such Receiver to assemble and deliver possession of Collateral at such place or places as directed.

(f) Debtor agrees to be liable for and to pay all costs, charges and expenses reasonably incurred by RBC or any Receiver appointed by it, whether directly or for services rendered (including reasonable solicitors and auditors costs and

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other legal expenses and Receiver remuneration), in operating Debtor's accounts, in preparing or enforcing this Security Agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting Indebtedness and all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by RBC or any Receiver appointed by it, as permitted hereby, shall be a first charge on the proceeds of realization, collection or disposition of Collateral and shall be secured hereby.

(g) RBC will give Debtor such notice, if any, of the date, time and place of any public sale or of the date after which any private disposition of Collateral is to be made as may be required by the P.P.S.A.

(h) Upon default and receiving written demand from RBC, Debtor shall take such further action as may be necessary to evidence and effect an assignment or licensing of Intellectual Property to whomever RBC directs, including to RBC. Debtor appoints any officer or director or branch manager of RBC upon default to be its attorney in accordance with applicable legislation with full power of substitution and to do on Debtor's behalf anything that is required to assign, license or transfer, and to record any assignment, licence or transfer of the Collateral. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.

#### 14. MISCELLANEOUS

(a) Debtor hereby authorizes RBC to file such financing statements, financing change statements and other documents and do such acts, matters and things (including completing and adding schedules hereto identifying Collateral or any permitted Encumbrances affecting Collateral or identifying the locations at which Debtor's business is carried on and Collateral and records relating thereto are situate) as RBC may deem appropriate to perfect on an ongoing basis and continue the Security Interest, to protect and preserve Collateral and to realize upon the Security Interest and Debtor hereby irrevocably constitutes and appoints the Manager or Acting Manager from time to time of the herein mentioned branch of RBC the true and lawful attorney of Debtor, with full power of substitution, to do any of the foregoing in the name of Debtor whenever and wherever it may be deemed necessary or expedient.

(b) Without limiting any other right of RBC, whenever Indebtedness is immediately due and payable or RBC has the right to declare Indebtedness to be immediately due and payable (whether or not it has so declared), RBC may, in its sole discretion, set off against Indebtedness any and all amounts then owed to Debtor by RBC in any capacity, whether or not due, and RBC shall be deemed to have exercised such right to set off immediately at the time of making its decision to do so even though any charge therefor is made or entered on RBC's records subsequent thereto.

(c) Upon Debtor's failure to perform any of its duties hereunder, RBC may, but shall not be obligated to, perform any or all of such duties, and Debtor shall pay to RBC, forthwith upon written demand therefor, an amount equal to the expense incurred by RBC in so doing plus interest thereon from the date such expense is incurred until it is paid at the rate of 15% per annum.

(d) RBC 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 Debtor, debtors of Debtor, sureties and others and with Collateral and other security as RBC may see fit without prejudice to the liability of Debtor or RBC's right to hold and realize the Security Interest. Furthermore, RBC may demand, collect and sue on Collateral in either Debtor's or RBC's name, at RBC's option, and may endorse Debtor's name on any and all cheques, commercial paper, and any other Instruments pertaining to or constituting Collateral.

(e) No delay or omission by RBC 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. Furthermore, RBC may remedy any default by Debtor hereunder or with respect to any Indebtedness in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by Debtor. All rights and remedies of RBC granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.

(f) Debtor waives protest of any Instrument constituting Collateral at any time held by RBC on which Debtor is in any way liable and, subject to Clause 13(g) hereof, notice of any other action taken by RBC.

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(g) This Security 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 Security Agreement and the Security Interest or any part thereof to enforce any rights hereunder, Debtor shall not assert against the assignee any claim or defence which Debtor now has or hereafter may have against RBC. If more than one Debtor executes this Security Agreement the obligations of such Debtors hereunder shall be joint and several.

(h) RBC may provide any financial and other information it has about Debtor, the Security Interest and the Collateral to any one acquiring or who may acquire an interest in the Security Interest or the Collateral from the Bank or any one acting on behalf of the Bank.

(i) Save for any schedules which may be added hereto pursuant to the provisions hereof, no modification, variation or amendment of any provision of this Security Agreement shall be made except by a written agreement, executed by the parties hereto and no waiver of any provision hereof shall be effective unless in writing.

(j) Subject to the requirements of Clauses 13(g) and 14(k) hereof, whenever either party hereto is required or entitled to notify or direct the other or to make a demand or request upon the other, such notice, direction, demand or request shall be in writing and shall be sufficiently given, in the case of RBC, if delivered to it or sent by prepaid registered mail addressed to it at its address herein set forth or as changed pursuant hereto, and, in the case of Debtor, if delivered to it or if sent by prepaid registered mail addressed to it at its last address known to RBC. Either party may notify the other pursuant hereto of any change in such party's principal address to be used for the purposes hereof.

(k) This Security Agreement and the security afforded hereby is in addition to and not in substitution for any other security now or hereafter held by RBC and is intended to be a continuing Security Agreement and shall remain in full force and effect until the Manager or Acting Manager from time to time of the herein mentioned branch of RBC shall actually receive written notice of its discontinuance; and, notwithstanding such notice, shall remain in full force and effect thereafter until all Indebtedness contracted for or created before the receipt of such notice by RBC, and any extensions or renewals thereof (whether made before or after receipt of such notice) together with interest accruing thereon after such notice, shall be paid in full.

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

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

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

(o) Nothing herein contained shall in any way obligate RBC to grant, continue, renew, extend time for payment of or accept anything which constitutes or would constitute Indebtedness.

(p) The Security Interest created hereby is intended to attach when this Security Agreement is signed by Debtor and delivered to RBC.

(q) Debtor acknowledges and agrees that in the event it amalgamates with any other company or companies it is the intention of the parties hereto that the term "Debtor" when used herein shall apply to each of the amalgamating companies and to the amalgamated company, such that the Security Interest granted hereby

(i) shall extend to "Collateral" (as that term is herein defined) owned by each of the amalgamating companies and the amalgamated company at the time of amalgamation and to any "Collateral" thereafter owned or acquired by the amalgamated company, and

(ii) shall secure the "Indebtedness" (as that term is herein defined) of each of the amalgamating companies and the amalgamated company to RBC at the time of amalgamation and any "Indebtedness" of the amalgamated company to RBC thereafter arising. The Security Interest shall attach to "Collateral" owned by each company amalgamating with Debtor,

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and by the amalgamated company, at the time of the amalgamation, and shall attach to any "Collateral" thereafter owned or acquired by the amalgamated company when such becomes owned or is acquired.

(r) In the event that Debtor is a body corporate, it is hereby agreed that The Limitation of Civil Rights Act of the Province of Saskatchewan, or any provision thereof, shall have no application to this Security Agreement or any agreement or instrument renewing or extending or collateral to this Security Agreement. In the event that Debtor is an agricultural corporation within the meaning of The Saskatchewan Farm Security Act, Debtor agrees with RBC that all of Part IV (other than Section 46) of that Act shall not apply to Debtor.

(s) This Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the province in which the herein branch of RBC is located, as those laws may from time to time be in effect, except if such branch of RBC is located in Quebec then, this Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

**15. COPY OF AGREEMENT**

(a) Debtor hereby acknowledges receipt of a copy of this Security Agreement.

(b) Debtor waives Debtor's right to receive a copy of any financing statement or financing change statement registered by RBC or of any verification statement with respect to any financing statement or financing change statement registered by RBC. (Applies in all P.P.S.A. Provinces except Ontario).

**16.** Debtor represents and warrants that the following information is accurate:

**BUSINESS DEBTOR**

NAME OF BUSINESS DEBTOR MGT AGGREGATE PRODUCTS INC.			
ADDRESS OF BUSINESS DEBTOR 52 ROZIER CLOSE	CITY SYLVAN LAKE	PROVINCE ALBERTA	POSTAL CODE T4S0B7

IN WITNESS WHEREOF Debtor has executed this Security Agreement this 18 day Feb 2016

WITNESSES 

MGT AGGREGATE PRODUCTS INC.  Seal

WITNESSES

Seal

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MC

**SCHEDULE "A"**

**(ENCUMBRANCES AFFECTING COLLATERAL)**

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MC

**SCHEDULE "B"**

**1. Locations of Debtor's Business Operations**

52 ROZIER CLOSE,  
SYLVAN LAKE  
ALBERTA  
CA  
T4S0B7

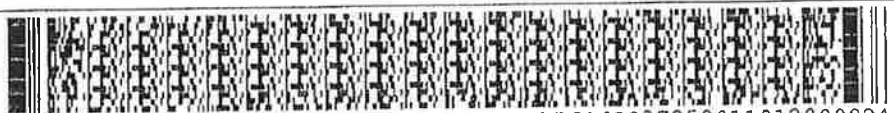
**2. Locations of Records relating to Collateral**

52 ROZIER CLOSE,  
SYLVAN LAKE  
ALBERTA  
CA  
T4S0B7

**3. Locations of Collateral**

52 ROZIER CLOSE,  
SYLVAN LAKE  
ALBERTA  
CA  
T4S0B7

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MC

**SCHEDULE "C"**  
**(DESCRIPTION OF PROPERTY)**



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MC



# EXHIBIT "K"

This is Exhibit "K" referred to in the  
Affidavit of Natalia Naraine Sworn  
before me this 21st  
day of November, 2022.



A Commissioner for Oaths in  
and for the Province of Alberta

Melanie Cheddi  
Barrister & Solicitor

PROVINCE OF ONTARIO  
MINISTRY OF GOVERNMENT SERVICES  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE  
CERTIFICATE

RUN NUMBER : 280  
RUN DATE : 2022/10/07  
ID : 20221007165245.63

REPORT : PSSR060  
PAGE : 1  
( 7421)

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

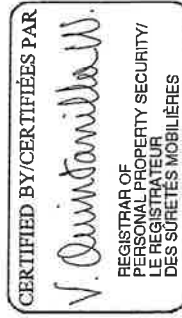
SEARCH CONDUCTED ON : MGT MANAGEMENT INC.

FILE CURRENCY : 06OCT 2022

ENQUIRY NUMBER 20221007165245.63 CONTAINS 6 PAGE(S), 2 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

ONCORP - MCMILLIAN LLP - MEGAN SINGLETON  
161 BAY STREET, BROOKFIELD PLACE  
TORONTO ON M5J 2T3



MC

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : MGT MANAGEMENT INC.  
 FILE CURRENCY : 06OCT 2022

FORM 1C FINANCING STATEMENT / CHAIN FOR LIEN

00	FILE NUMBER	780900894
01	CAPTION	FORM 1C FINANCING STATEMENT / CHAIN FOR LIEN
02	DATE OF BIRTH	20220307 1743 1590 1487
03	BUSINESS NAME	MGT MANAGEMENT INC.
04	ADDRESS	52 ROZLER CLOSE SYLVAN LAKE ONTARIO CORPORATION NO. AB T4S 0B7
05	DEBTOR NAME	MGT MANAGEMENT INC.
06	DATE OF BIRTH	20220307 1743 1590 1487
07	BUSINESS NAME	MGT MANAGEMENT INC.
08	ADDRESS	52 ROZLER CLOSE SYLVAN LAKE ONTARIO CORPORATION NO. AB T4S 0B7
09	SECURED PARTY / LIEN CLAIMANT	ROYAL BANK OF CANADA 36 YORK MILLS ROAD, 4TH FLOOR TORONTO ON M2P 0A4
10	COLLATERAL CLASSIFICATION	CONSUMER
11	YEAR MAKE	2014 I44 IMPACTOR
12	MOTOR VEHICLE	2013 MCLOSKY
13	GENERAL DESCRIPTION	2013 SCREENER
14	MODEL	S190
15	VEHICLE	83042
16	REGISTERING AGENT	MC MILLAN LLP (E7/MS/289096)
17	ADDRESS	181 BAY ST, SUITE 400, BROOKFIELD PLACE TORONTO ON M5J 2T3



\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

CONTINUED...

mc

RUN NUMBER : 280  
RDN DATE : 2022/10/07  
ID : 20221007165245.63

PROVINCE OF ONTARIO  
MINISTRY OF GOVERNMENT SERVICES  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE  
CERTIFICATE

REPORT : FSSR060  
PAGE : 3  
( 7423)

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : MGT MANAGEMENT INC.  
FILE CURRENCY : 06OCT 2022

FORM AC MOTOR VEHICLE SCHEDULE

FILE NUMBER  
780900894

PAGE NO. OF TOTAL PAGES  
002 2

REGISTRATION NUMBER  
20220307 1743 1590 1487

YEAR	MAKE	MODEL	V-I-N
2014	MCCLOSKEY	CONVEYOR	82760
2014	XR30 XCENTRIC	RIPPER	14120401
2012	NISSAN	TITAN	1N6AA0EC4CN329552
2006	HYUNDAI	200 W7	N60410322
2014	KOMATSU	PC290LC EXCAVATOR	A25799
2013	JOHN DEERE	DUMP TRUCK	1DW370ETCDE653161
2011	KOMATSU	PC450LC 8 EXCAVATOR	KMTFC192E54A10278

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

CONTINUED . . . .



mc



RUN NUMBER : 280  
 RUN DATE : 2022/10/07  
 ID : 20221007165245.63

PROVINCE OF ONTARIO  
 MINISTRY OF GOVERNMENT SERVICES  
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
 ENQUIRY RESPONSE  
 CERTIFICATE

REPORT : PSSR060  
 PAGE : 5  
 ( 7425)

TYPE OF SEARCH : BUSINESS DEBTOR  
 SEARCH CONDUCTED ON : MGT MANAGEMENT INC.  
 FILE CURRENCY : 06OCT 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION PAGE NO. OF PAGES TOTAL MOTOR VEHICLE REGISTRATION REGISTERED  
 FILING NO. OF PAGES SCHEDULE NUMBER UNDER  
 001 001 20180821 1049 1862 0551

21 RECORD REFERENCED FILE NUMBER 711678771  
 PAGE AMENDED NO SPECIFIC PAGE AMENDRD CHANGE REQUIRED RENEWAL CORRECT  
 001 001 X F PART DISCH YEARS PERIOD

22 REFERENCE DEBTOR / TRANSFEROR BUSINESS NAME MGT MANAGEMENT INC.  
 FIRST GIVEN NAME INITIAL SURNAME

25 OTHER CHANGE REASON / DESCRIPTION DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

26 DEBTOR / TRANSFEROR BUSINESS NAME ADDRESS

29 ASSIGNOR SECURED PARTY / LIEN CLAIMANT / ASSIGNEE ADDRESS ONTARIO CORPORATION NO.

10 COLLATERAL CLASSIFICATION CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MOTOR VEHICLE DATE OF NO. FIXED  
 Maturity Maturity or Maturity Date

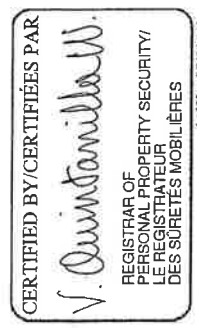
11 MOTOR YEAR MAKE 2015 MCCLOSKEY MODEL C-44 V.I.N. 83688

12 VEHICLE GENERAL CYBERBAHN TORONTO ON M5H 2R2

13 COLLATERAL DESCRIPTION REGISTERING AGENT OR SECURED PARTY / LIEN CLAIMANT ADDRESS 400-333 BAY STREET

\*\*\* FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. \*\*\*

CONTINUED...



MC

PROVINCE OF ONTARIO  
MINISTRY OF GOVERNMENT SERVICES  
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM  
ENQUIRY RESPONSE  
CERTIFICATE

REPORT : PSSR060  
PAGE : ( 6  
( 7426)

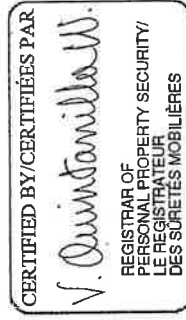
RUN NUMBER : 280  
RUN DATE : 2022/10/07  
ID : 20221007165245.63

TYPE OF SEARCH : BUSINESS DEBTOR  
SEARCH CONDUCTED ON : MGT MANAGEMENT INC.  
FILE CURRENCY : 06OCT 2022

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
780900894	20220307 1743 1590 1487		
711678771	20151112 0809 1862 2279	20180821 1049 1852 0551	

3 REGISTRATIONS(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.



ML

# EXHIBIT "L"

**This is Exhibit "L" referred to in the  
Affidavit of Natalia Naraine Sworn  
before me this 21st  
day of November, 2022.**



**A Commissioner for Oaths in  
and for the Province of Alberta**

Melanie Cheddi  
Barrister & Solicitor



**Search ID #: Z15472665**

**Transmitting Party**

MCMILLAN LLP

1700, 421 - 7TH AVENUE SW  
CALGARY, AB T2P 4K9

Party Code: 60001912  
Phone #: 403 231 8378  
Reference #: 289096

**Search ID #: Z15472665**

**Date of Search: 2022-Oct-05**

**Time of Search: 09:20:33**

**Business Debtor Search For:**

MGT MANAGEMENT INC.

Both Exact and Inexact Result(s) Found

**NOTE:**

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



MC

Search ID #: Z15472665

**Business Debtor Search For:**

MGT MANAGEMENT INC.

Search ID #: Z15472665

Date of Search: 2022-Oct-05

Time of Search: 09:20:33

Registration Number: 15041034503

Registration Type: SECURITY AGREEMENT

Registration Date: 2015-Apr-10

Registration Status: Current

Expiry Date: 2023-Apr-10 23:59:59

Exact Match on: Debtor No: 1

**Amendments to Registration**

16011114769	Amendment	2016-Jan-11
21020321174	Renewal	2021-Feb-03

**Debtor(s)**

**Block**

**Status**

1 MGT MANAGEMENT INC.  
52 ROZIER CLOSE  
SYLVAN LAKE, AB T4S 0B7

Current

**Block**

**Status**

2 TOMLINSON, MICHAEL, G  
52 ROZIER CLOSE  
SYLVAN LAKE, AB T4S 0B7

Current

**Secured Party / Parties**

**Block**

**Status**

1 KOMATSU INTERNATIONAL (CANADA) INC.  
3755 BOUL MATTE, SUITE E  
BROSSARD, QC J4Y 2P4

Current

**Collateral: Serial Number Goods**

<b><u>Block</u></b>	<b><u>Serial Number</u></b>	<b><u>Year</u></b>	<b><u>Make and Model</u></b>	<b><u>Category</u></b>	<b><u>Status</u></b>
1	10370	2015	KOMATSU WA380-7	MV - Motor Vehicle	Current

Search ID #: Z15472665

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
1	ALL PRESENT AND AFTER ACQUIRED ATTACHMENTS, ACCESSORIES, CONTROLS, MOTORS, INSTRUMENTS, SPARE PARTS, APPURTENANCES, MANUALS, MANUFACTURERS WARRANTIES AND OTHER EQUIPMENT ASSOCIATED WITH ANY OF THE VEHICLE COLLATERAL TOGETHER WITH ALL PROCEEDS FROM THE VEHICLE COLLATERAL THAT ARE GOODS, ACCOUNTS, NOTES, INSTRUMENTS, SECURITIES, TRADE-INS, CHATTEL PAPER, DOCUMENTS OF TITLE, CONTRACT RIGHTS, RENTAL PAYMENTS, INSURANCE PAYMENTS, INTANGIBLES AND OTHER PROPERTY OR OBLIGATIONS RECEIVED WHEN ANY OF THE SAID COLLATERAL IS SOLD, DEALT WITH OR OTHERWISE DISPOSED OF OR ANY PROCEEDS THERE FROM. TERMS USED HEREIN WHICH ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF ALBERTA SHALL HAVE THE MEANING ASCRIBED TO THEM IN SUCH ACT.	Current
2	QUICK COUPLER S/N 0811-AKR17339; PALLET FORKS S/N 0412-AKR19945; 4.0 CU YD BUCKET S/N J000020682-1.	Deleted By 16011114769
3	QUICK COUPLER S/N 0811-AKR17339; FORKS S/N J000065892-1; 4.0 CU YD BUCKET S/N J000020682-1.	Current By 16011114769

ML

Search ID #: Z15472665

**Business Debtor Search For:**

MGT MANAGEMENT INC.

Search ID #: Z15472665

Date of Search: 2022-Oct-05

Time of Search: 09:20:33

Registration Number: 15041034787

Registration Date: 2015-Apr-10

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2023-Apr-10 23:59:59

Exact Match on: Debtor No: 1

**Amendments to Registration**

21020321152

Renewal

2021-Feb-03

**Debtor(s)**

**Block**

1 MGT MANAGEMENT INC.  
52 ROZIER CLOSE  
SYLVAN LAKE, AB T4S 0B7

**Status**  
Current

**Block**

2 TOMLINSON, MICHAEL, G  
52 ROZIER CLOSE  
SYLVAN LAKE, AB T4S 0B7

**Status**  
Current

**Secured Party / Parties**

**Block**

1 KOMATSU INTERNATIONAL (CANADA) INC.  
3755 BOUL MATTE, SUITE E  
BROSSARD, QC J4Y 2P4

**Status**  
Current

**Collateral: Serial Number Goods**

<b><u>Block</u></b>	<b><u>Serial Number</u></b>	<b><u>Year</u></b>	<b><u>Make and Model</u></b>	<b><u>Category</u></b>	<b><u>Status</u></b>
1	3586	2014	KOMATSU HM300-3	MV - Motor Vehicle	Current

Search ID #: Z15472665

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
1	ALL PRESENT AND AFTER ACQUIRED ATTACHMENTS, ACCESSORIES, CONTROLS, MOTORS, INSTRUMENTS, SPARE PARTS, APPURTENANCES, MANUALS, MANUFACTURERS WARRANTIES AND OTHER EQUIPMENT ASSOCIATED WITH ANY OF THE VEHICLE COLLATERAL TOGETHER WITH ALL PROCEEDS FROM THE VEHICLE COLLATERAL THAT ARE GOODS, ACCOUNTS, NOTES, INSTRUMENTS, SECURITIES, TRADE-INS, CHATTEL PAPER, DOCUMENTS OF TITLE, CONTRACT RIGHTS, RENTAL PAYMENTS, INSURANCE PAYMENTS, INTANGIBLES AND OTHER PROPERTY OR OBLIGATIONS RECEIVED WHEN ANY OF THE SAID COLLATERAL IS SOLD, DEALT WITH OR OTHERWISE DISPOSED OF OR ANY PROCEEDS THERE FROM. TERMS USED HEREIN WHICH ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF ALBERTA SHALL HAVE THE MEANING ASCRIBED TO THEM IN SUCH ACT.	Current

Search ID #: Z15472665

**Business Debtor Search For:**

MGT MANAGEMENT INC.

Search ID #: Z15472665

Date of Search: 2022-Oct-05

Time of Search: 09:20:33

Registration Number: 15092301263

Registration Date: 2015-Sep-23

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2025-Sep-23 23:59:59

Exact Match on:

Debtor

No: 1

**Amendments to Registration**

18082110274

Amendment

2018-Aug-21

**Debtor(s)**

**Block**

1 MGT MANAGEMENT INC.  
52 ROZIER CLOSE  
SYLVAN LAKE, AB T4S 0B7

**Status**  
Current

**Block**

2 TOMLINSON, MICHAEL, GEORGE  
52 ROZIER CLOSE  
SYLVAN LAKE, AB T4S 0B7

**Status**  
Current

Birth Date:  
1971-Mar-23

**Secured Party / Parties**

**Block**

1 CCG EQUIPMENT FINANCE LIMITED  
1 HUNTER STREET, EAST  
HAMILTON, ON L8N 3W1

**Status**  
Current

**Collateral: Serial Number Goods**

<b><u>Block</u></b>	<b><u>Serial Number</u></b>	<b><u>Year</u></b>	<b><u>Make and Model</u></b>	<b><u>Category</u></b>	<b><u>Status</u></b>
1	83688	2015	MCCLOSKEY C-44	MV - Motor Vehicle	Deleted By 18082110274

MC

Search ID #: Z15472665

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
1	ONE (1) 2015 MCCLOSKEY MODEL C-44 CONE CRUSHER WITH CAT C-13 DIESEL, AUTO FEED SYSTEM, METAL DETECTOR, WIRELESS TRACK MOBILE, SPRAY BAR SYSTEM, FINE LINER, SERIAL NUMBER 83688 AND ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF DEBTOR(S) INCLUDING ANY AND ALL ACCOUNTS, CHATTEL PAPER, DOCUMENTS OF TITLE, DOCUMENTS, EQUIPMENT, INTANGIBLES, GOODS, INSTRUMENTS, INVENTORY, SECURITIES, SECURITY ENTITLEMENTS, MONEY, INVESTMENT PROPERTY, PROCEEDS AND OTHER ALL PROPERTY OF WHATEVER NATURE AND KIND AND (ALL IN DEFINED IN THE PERSONAL PROPERTY SECURITY ACT), WHEREVER LOCATED, AND IN AND ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, INCREASES, ADDITIONS, IMPROVEMENTS, SUBSTITUTIONS, REPLACEMENTS, REPLACEMENT PARTS, ADDITIONS, SOFTWARE AND SOFTWARE UPGRADES AND ALL CASH AND NON CASH PROCEEDS (INCLUDING RENTAL PROCEEDS, INSURANCE PROCEEDS, ACCOUNTS AND CHATTEL PAPER ARISING OUT OF OR RELATED TO THE SALE, USE, RENTAL OR OTHER DISPOSITION THEREOF) OF AND TO ALL OF THE FORGOING.	Deleted By 18082110274
2	All present and after-acquired personal property of debtor including any and all accounts, chattel paper, documents of title, documents, equipment, intangibles, goods, instruments, inventory, securities, security entitlements, money, investment property, proceeds and other all property of whatever nature and kind and (all in defined in the Personal Property Security Act), wherever located, and in and all attachments, accessories, accessions, increases, additions, improvements, substitutions, replacements, replacement parts, additions, software and software upgrades and all cash and non cash proceeds (including rental proceeds, insurance proceeds, accounts and chattel paper arising out of or related to the sale, use, rental or other disposition thereof) of and to all of the forgoing.	Current By 18082110274

Search ID #: Z15472665

**Business Debtor Search For:**

MGT MANAGEMENT INC.

Search ID #: Z15472665

Date of Search: 2022-Oct-05

Time of Search: 09:20:33

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Registration Number: 16022338716

Registration Date: 2016-Feb-23

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2026-Feb-23 23:59:59

---

Exact Match on: Debtor No: 1

---

**Debtor(s)**

**Block**

**Status**  
Current

1 MGT MANAGEMENT INC.  
52 ROZIER CLOSE  
SYLVAN LAKE, AB T4S0B7

---

**Secured Party / Parties**

**Block**

**Status**  
Current

1 ROYAL BANK OF CANADA  
300-5575 NORTH SERVICE RD  
BURLINGTON, ON L7L 6M1

---

**Collateral: General**

**Block**

**Description**

**Status**  
Current

1 AS PER MASTER LEASE DATE FEBRUARY 23,2016 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.



Search ID #: Z15472665

**Business Debtor Search For:**

MGT MANAGEMENT INC.

Search ID #: Z15472665

Date of Search: 2022-Oct-05

Time of Search: 09:20:33

---

Registration Number: 16032929973

Registration Date: 2016-Mar-29

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2023-Mar-29 23:59:59

---

Exact Match on:

Debtor

No: 1

---

**Debtor(s)**

**Block**

**Status**

1 MGT MANAGEMENT INC  
52 ROZIER CLOSE  
SYLVAN LAKE, AB T4S0B7

Current

**Block**

**Status**

2 TOMLINSON, MICHAEL, GEORGE  
52 ROZIER CLOSE  
SYLVAN LAKE, AB T4S0B7

Current

**Secured Party / Parties**

**Block**

**Status**

1 JOHN DEERE FINANCIAL INC.  
3430 SUPERIOR COURT  
OAKVILLE, ON L6L 0C4

Current

**Collateral: Serial Number Goods**

**Block**

**Serial Number**

**Year**

**Make and Model**

**Category**

**Status**

1 1DW370ETKDE654119 2013 JOHN DEERE 370ETDW MV - Motor Vehicle

Current

Search ID #: Z15472665

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
1	ONE JOHN DEERE 370ETDW ARTICULATED DUMP TRUCKS TOGETHER WITH ALL 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 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 OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL.	Current

Search ID #: Z15472665

**Business Debtor Search For:**

MGT MANAGEMENT INC.

Search ID #: Z15472665

Date of Search: 2022-Oct-05

Time of Search: 09:20:33

---

Registration Number: 17030135148

Registration Date: 2017-Mar-01

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2025-Mar-01 23:59:59

---

Exact Match on:

Debtor

No: 1

---

**Amendments to Registration**

17030213517

Amendment And Renewal

2017-Mar-02

---

**Debtor(s)**

**Block**

1 MGT MANAGEMENT INC.  
52 ROZIER CLOSE  
SYLVAN LAKE, AB T4S 0B7

**Status**  
Current

**Block**

2 TOMLINSON, MICHAEL  
52 ROZIER CLOSE  
SYLVAN LAKE, AB T4S 0B7

**Status**  
Current

---

**Secured Party / Parties**

**Block**

1 BRANDT FINANCE LTD.  
BOX 3856 HWY 1 EAST  
REGINA, SK S4P 3R8  
Phone #: 306 791 7950 Fax #: 306 791 5945

**Status**  
Current

**Block**

2 MERIDIAN ONECAP CREDIT CORP.  
4710 KINGSWAY, SUITE 1500  
BURNABY, BC V5H 4M2

**Status**  
Current

*MC*

Search ID #: Z15472665

**Collateral: Serial Number Goods**

<b><u>Block</u></b>	<b><u>Serial Number</u></b>	<b><u>Year</u></b>	<b><u>Make and Model</u></b>	<b><u>Category</u></b>	<b><u>Status</u></b>
1	1R9KH16138S475001	2014	Rotochopper 250	MV - Motor Vehicle	Deleted By 17030213517
2	1R9KH16138S475001	2008	Rotochopper 250	MV - Motor Vehicle	Current By 17030213517

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
1	Bagger(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.	Current

MC

Search ID #: Z15472665

**Business Debtor Search For:**

MGT MANAGEMENT INC.

Search ID #: Z15472665

Date of Search: 2022-Oct-05

Time of Search: 09:20:33

Registration Number: 17061310131

Registration Type: SECURITY AGREEMENT

Registration Date: 2017-Jun-13

Registration Status: Current

Expiry Date: 2023-Jun-13 23:59:59

Exact Match on: Debtor No: 1

**Debtor(s)**

**Block**

**Status**  
Current

1 MGT MANAGEMENT INC.  
52 ROZIER CLOSE  
SYLVAN LAKE, AB T4S 0B7

**Block**

**Status**  
Current

2 TOMLINSON, MICHAEL, G  
52 ROZIER CLOSE  
SYLVAN LAKE, AB T4S 0B7

**Secured Party / Parties**

**Block**

**Status**  
Current

1 KOMATSU INTERNATIONAL (CANADA) INC.  
3755 BOUL MATTE, SUITE E  
BROSSARD, QC J4Y 2P4

**Collateral: Serial Number Goods**

<b><u>Block</u></b>	<b><u>Serial Number</u></b>	<b><u>Year</u></b>	<b><u>Make and Model</u></b>	<b><u>Category</u></b>	<b><u>Status</u></b>
1	73272	2016	KOMATSU WA200PZ-6	MV - Motor Vehicle	Current

MR

Search ID #: Z15472665

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
1	ALL PRESENT AND AFTER ACQUIRED ATTACHMENTS, ACCESSORIES, CONTROLS, MOTORS, INSTRUMENTS, SPARE PARTS, APPURTENANCES, MANUALS, MANUFACTURERS WARRANTIES AND OTHER EQUIPMENT ASSOCIATED WITH ANY OF THE VEHICLE COLLATERAL TOGETHER WITH ALL PROCEEDS FROM THE VEHICLE COLLATERAL THAT ARE GOODS, ACCOUNTS, NOTES, INSTRUMENTS, SECURITIES, TRADE-INS, CHATTEL PAPER, DOCUMENTS OF TITLE, CONTRACT RIGHTS, RENTAL PAYMENTS, INSURANCE PAYMENTS, INTANGIBLES AND OTHER PROPERTY OR OBLIGATIONS RECEIVED WHEN ANY OF THE SAID COLLATERAL IS SOLD, DEALT WITH OR OTHERWISE DISPOSED OF OR ANY PROCEEDS THERE FROM. TERMS USED HEREIN WHICH ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF ALBERTA SHALL HAVE THE MEANING ASCRIBED TO THEM IN SUCH ACT.	Current
2	WHEEL LOADER WITH 2.5 CY BUCKET, EFI HYDRAULIC QUICK COUPLER, AND FORKS.	Current

**Search ID #: Z15472665**

**Business Debtor Search For:**

MGT MANAGEMENT INC.

**Search ID #:** Z15472665

**Date of Search:** 2022-Oct-05

**Time of Search:** 09:20:33

---

Registration Number: 17113038349

Registration Date: 2017-Nov-30

Registration Type: REPORT OF SEIZURE

Registration Status: Current

Registration Term: Infinity

---

Service Area 3

Amount being seized for is \$75,966.07.

Property was seized on 2017-Nov-30

---

<u>Registration Type</u>	<u>Date</u>	<u>Registration #</u>	<u>Value</u>
Report of Seizure	2017-Nov-30	17113038349	\$75,966.07

---

Exact Match on: Debtor No: 1

---

**Solicitor / Agent**

BRANDT TRACTOR LTD.  
HWY 1 EAST, P.O. BOX 3856  
REGINA, SK S4P 3R8

Phone #: 306 791 5951

Fax #: 306 791 5945

**Civil Enforcement Agent**

CONSOLIDATED CIVIL ENFORCEMENT INC.  
200, 807 MANNING ROAD NE  
CALGARY, AB T2E 7M8

Phone #: 403 262 8800

Fax #: 403 262 8801

**Debtor(s)**

**Block**

1 MGT MANAGEMENT INC  
52 ROZIER CLOSE  
SYLVAN LAKE, AB T0M 0M0

**Status**  
Current

MC

Search ID #: Z15472665

**Creditor(s)**

**Block**

**Status**

1 BRANDT TRACTOR LTD.  
PO BOX 3856, HIGHWAY #1 EAST  
REGINA, SK S4P 3R8  
Phone #: 306 791 5950 Fax #: 306 791 5945

Current

**Collateral: Serial Number Goods**

<b><u>Block</u></b>	<b><u>Serial Number</u></b>	<b><u>Year</u></b>	<b><u>Make and Model</u></b>	<b><u>Category</u></b>	<b><u>Status</u></b>
1	DW824JX595744	2016	JD 824J	FV - Farm Vehicle	Current

**Particulars**

<b><u>Block</u></b>	<b><u>Additional Information</u></b>	<b><u>Status</u></b>
1	Property listed in Block One under Serial Number Goods was seized under Section 54 of the Civil Enforcement Act.  Our File: 115262-DG-3C	Current



Search ID #: Z15472665

**Business Debtor Search For:**

MGT MANAGEMENT INC.

Search ID #: Z15472665

Date of Search: 2022-Oct-05

Time of Search: 09:20:33

Registration Number: 18062213096

Registration Date: 2018-Jun-22

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2023-Jun-22 23:59:59

Exact Match on: Debtor No: 1

**Amendments to Registration**

18102335764	Amendment	2018-Oct-23
18110728825	Amendment	2018-Nov-07

**Debtor(s)**

**Block**

**Status**  
Current

1 MGT MANAGEMENT INC  
52 ROZIER CLOSE  
SYLVAN LAKE, AB T4S 0B7

**Secured Party / Parties**

**Block**

**Status**  
Current

1 ROYAL BANK OF CANADA  
36 YORK MILLS ROAD, 4TH FLOOR  
TORONTO, ON M2P 0A4

**Collateral: Serial Number Goods**

<b><u>Block</u></b>	<b><u>Serial Number</u></b>	<b><u>Year</u></b>	<b><u>Make and Model</u></b>	<b><u>Category</u></b>	<b><u>Status</u></b>
1	83042	2014	I44 Impactor	MV - Motor Vehicle	Current By 18102335764
2	81596	2013	Mclosky S190 Screener	MV - Motor Vehicle	Current By 18102335764
3	82760	2014	McCloskey Conveyor	MV - Motor Vehicle	Current By 18102335764
4	14120401	2014	XR30 Xcentric Ripper	MV - Motor Vehicle	Current By 18102335764

**Search ID #: Z15472665**

5	1N6AA0EC4CN329552	2012	Nissan Titan	MV - Motor Vehicle	Current By 18102335764
6	N60410322	2006	used Hyundai 200 W7	MV - Motor Vehicle	Current By 18102335764
7	A25799	2014	Komatsu PC290LC Excavator	MV - Motor Vehicle	Current By 18102335764
8	1DW370ETCDE653161	2013	John Deere Articulated Du	MV - Motor Vehicle	Deleted By 18110728825
9	KMTPC192E54A10278	2011	Komatsu PC450LC 8 Excavat	MV - Motor Vehicle	Current By 18102335764

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
1	ALL PRESENT AND AFTER-ACQUIRED EQUIPMENT, SECURITIES, CHATTEL	Current
2	PAPER, INSTRUMENTS AND DOCUMENTS OF TITLE. PROCEEDS: A	Current
3	SECURITY INTEREST IS CLAIMED IN ALL PRESENT AND	Current
4	AFTER-ACQUIRED GOODS (INCLUDING TRADE-INS), CHATTEL PAPER,	Current
5	SECURITIES, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY AND	Current
6	INTANGIBLES OF EVERY ITEM OR KIND THAT MAY DERIVED FROM THE	Current
7	SALE OR OTHER DISPOSITION OF THE COLLATERAL DESCRIBED ABOVE,	Current
8	ALL INSURANCE PROCEEDS AND ANY PROCEEDS OF ANY OF THE	Current
9	FOREGOING.	Current

**Particulars**

<b><u>Block</u></b>	<b><u>Additional Information</u></b>	<b><u>Status</u></b>
1	THE COMPLETE DESCRIPTIONS OF SERIAL COLLATERALS ARE - 2014 Komatsu PC290LC Excavator including all attachments and accessories. Serial Number A25799, 2013 John Deere Articulated Dump Truck with all attachments and accessories. Serial Number 1DW370ETCDE653161, 2011 Komatsu PC450LC 8 Excavator with Cleanup bucket and Digging bucket and all attachments and accessories. Serial Number KMTPC192E54A10278,	Current By 18102335764

MC

Search ID #: Z15472665

**Business Debtor Search For:**

MGT MANAGEMENT INC.

Search ID #: Z15472665

Date of Search: 2022-Oct-05

Time of Search: 09:20:33

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Registration Number: 19060726002

Registration Type: WRIT OF ENFORCEMENT

Registration Date: 2019-Jun-07

Registration Status: Current

Expiry Date: 2023-May-07 23:59:59

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Issued in Red Deer Judicial Centre

Court File Number is 191000372

Judgment Date is 2019-Apr-26

This Writ was issued on 2019-Jun-06

Type of Judgment is Other

Original Judgment Amount: \$71,841.80

Costs Are: \$1,063.59

Post Judgment Interest: \$129.90

Current Amount Owing: \$73,035.29

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Exact Match on:

Debtor

No: 1

---

**Amendments to Registration**

21050725060

Renewal

2021-May-07

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**Solicitor / Agent**

WARREN SINCLAIR LLP  
600, 4911 51 STREET  
RED DEER, AB T4N 6V4

Phone #: 403 343 3320

Fax #: 403 343 6069

Reference #: 111538MP

**Debtor(s)**

**Block**

**Status**

Current

1 MGT MANAGEMENT INC.  
101 37 BEJU INDUSTRIAL DRIVE  
SYLVAN LAKE, AB T4S)K9

MC

**Search ID #: Z15472665**

**Creditor(s)**

**Block**

**Status**

Current

1 CLEARSPAN FABRIC STRUCTURES INTERNATIONAL INC.  
703 HEBRON AVE, 3RD FLOOR  
GLASTONBURY, CT 06033

MC

**Search ID #: Z15472665**

**Business Debtor Search For:**

MGT MANAGEMENT INC.

**Search ID #:** Z15472665

**Date of Search:** 2022-Oct-05

**Time of Search:** 09:20:33

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Registration Number: 20083119748

Registration Type: WRIT OF ENFORCEMENT

Registration Date: 2020-Aug-31

Registration Status: Current

Expiry Date: 2024-Jun-28 23:59:59

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Issued in Calgary Judicial Centre

Court File Number is 2001-09001

Judgment Date is 2020-Jul-20

This Writ was issued on 2020-Aug-13

Type of Judgment is Other

Original Judgment Amount: \$47,919.78

Costs Are: \$228.52

Post Judgment Interest: \$0.00

Current Amount Owing: \$48,148.30

---

Inexact Match on: Debtor No: 1

---

**Amendments to Registration**

22062816383

Renewal

2022-Jun-28

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**Solicitor / Agent**

DLC ENTERPRISES  
BOX 68068 RPO CROWFOOT TERRACE NW  
CALGARY, AB T3G 3N8

Phone #: 403 252 1616

Fax #: 403 722 4344

Email: darldlc@telus.net

**Debtor(s)**

**Block**

**Status**

Current

1 MGT MANAGEMENT  
101-37 BEJU INDUSTRIAL DRIVE  
SYLVAN LAKE, AB T4S 0K9

Search ID #: Z15472665

**Business Debtor Search For:**

MGT MANAGEMENT INC.

Search ID #: Z15472665

Date of Search: 2022-Oct-05

Time of Search: 09:20:33

---

Registration Number: 20121716784

Registration Date: 2020-Dec-17

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2025-Dec-17 23:59:59

---

Exact Match on:	Debtor	No: 3
Exact Match on:	Debtor	No: 4
Exact Match on:	Debtor	No: 6

---

**Amendments to Registration**

21030221197

Amendment

2021-Mar-02

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**Debtor(s)**

**Block**

1 MGT AGGREGATE PRODUCTS INC.  
7 CALDWELL POINT  
SYLVAN LAKE, AB T4S 0N4

**Status**  
Current

**Block**

2 MGT AGGREGATE PRODUCTS INC.  
100014 HIGHWAY 734  
CAROLINE, AB T0M 0M0

**Status**  
Current

**Block**

3 MGT MANAGEMENT INC.  
7 CALDWELL POINT  
SYLVAN LAKE, AB T4S 0N4

**Status**  
Current

**Block**

4 MGT MANAGEMENT INC.  
100014 HIGHWAY 734  
CAROLINE, AB T0M 0M0

**Status**  
Current

MC

Search ID #: Z15472665

**Creditor(s)**

**Block**

**Status**

Current

1 2011072 ALBERTA LTD.  
BOX 396  
SUNDRE, AB T0M 1X0  
Email: darldlc@telus.net

**Block**

**Status**

Current

2 DOUGAN'S SERVICE  
BOX 396  
SUNDRE, AB T0M 1X0  
Email: darldlc@telus.net

Search ID #: Z15472665

**Block**

5 MGT AGGREGATE PRODUCTS INC.  
100014 HIGHWAY 734  
CLEARWATER COUNTY, AB T0M 0M0

**Status**  
Current

**Block**

6 MGT MANAGEMENT INC.  
100014 HIGHWAY 734  
CLEARWATER COUNTY, AB T0M 0M0

**Status**  
Current

**Secured Party / Parties**

**Block**

1 ACCORD SMALL BUSINESS LEASING CORP  
305 - 889 HARBOURSIDE DRIVE  
NORTH VANCOUVER, BC V7P 3S1  
Phone #: 604 982 3010 Fax #: 888 835 9757  
Email: funding@accordfinancial.net

**Status**  
Current

**Collateral: Serial Number Goods**

<b><u>Block</u></b>	<b><u>Serial Number</u></b>	<b><u>Year</u></b>	<b><u>Make and Model</u></b>	<b><u>Category</u></b>	<b><u>Status</u></b>
1	DM65X24300	1995	BARBER GREENE DM65	MV - Motor Vehicle	Current
2	DM65X24300	2019	BARBER GREENE DM65	MV - Motor Vehicle	Current
3	NTTV65VSISKR0R120	2014	TRIO TV65	MV - Motor Vehicle	Current
4	NTTV65VSISKR0R120	2020	TRIO TV65	MV - Motor Vehicle	Current
5	84221	2015	MCCLOSKEY ST80F	MV - Motor Vehicle	Current
6	85101	2016	MCCLOSKEY ST80	MV - Motor Vehicle	Current
7	ES1003	2015	TYALTA ST60	MV - Motor Vehicle	Current
8	ES1006	2015	TYALTA ST60	MV - Motor Vehicle	Current
9	ES1005	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
10	ES1004	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
11	81238	2012	MCCLOSKEY S190	MV - Motor Vehicle	Current
12	ES1002	2015	MCCLOSKEY S190	MV - Motor Vehicle	Current
13	81239	2012	MCCLOSKEY S190	MV - Motor Vehicle	Current
14	ES1001	2015	MCCLOSKEY S190	MV - Motor Vehicle	Current
15	EF1005	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
16	EC1006	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current

ML



Search ID #: Z15472665

17	EC1007	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
18	EC1011	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
19	EC1009	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
20	EC1010	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
21	EC1008	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
22	EC1012	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
23	EC1013	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
24	EC1014	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
25	EC1016	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
26	EC1015	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
27	EC1017	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
28	EC1018	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
29	EC1019	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
30	PD1020	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
31	DC24X80	2000	TYALTA 24" X 80'	MV - Motor Vehicle	Current By 21030221197
32	DD24X40	2000	TYALTA 24" X 40'	MV - Motor Vehicle	Current By 21030221197
33	DC24X25	2000	TYALTA 24" X 25'	MV - Motor Vehicle	Current By 21030221197

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
1	PURSUANT TO LEASE AGREEMENT 107340, ALL PRESENT AND FUTURE EQUIPMENT ENCOMPASSED BY LEASE AGREEMENT 107340, INCLUDING BUT NOT LIMITED TO, THE SERIALIZED COLLATERAL SET OUT WITHIN THIS REGISTRATION, AS WELL AS NON-SERIALIZED MODULAR SHELTER(BUILDING COMPONENTS) TOGETHER WITH ALL 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 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 OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL.	Current

*ML*

Search ID #: Z15472665

**Business Debtor Search For:**

MGT MANAGEMENT INC.

Search ID #: Z15472665

Date of Search: 2022-Oct-05

Time of Search: 09:20:33

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Registration Number: 20121718129

Registration Date: 2020-Dec-17

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2025-Dec-17 23:59:59

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Exact Match on: Debtor No: 1

Exact Match on: Debtor No: 2

Exact Match on: Debtor No: 3

---

**Debtor(s)**

**Block**

1 MGT MANAGEMENT INC.  
7 CALDWELL POINT  
SYLVAN LAKE, AB T4S 0N4

**Status**  
Current

**Block**

2 MGT MANAGEMENT INC.  
100014 HWY 734  
CAROLINE, AB T0M 0M0

**Status**  
Current

**Block**

3 MGT MANAGEMENT INC.  
100014 HWY 734  
CLEARWATER COUNTY, AB T0M 0M0

**Status**  
Current

**Secured Party / Parties**

**Block**

1 ACCORD SMALL BUSINESS FINANCE CORP  
305 - 889 HARBOURSIDE DRIVE  
NORTH VANCOUVER, BC V7P 3S1  
Phone #: 604 982 3010 Fax #: 888 835 9757  
Email: funding@accordfinancial.net

**Status**  
Current

MC

Search ID #: Z15472665

**Block**

**Status**  
Current

2 ACCORD SMALL BUSINESS LEASING CORP  
305 - 889 HARBOURSIDE DRIVE  
NORTH VANCOUVER, BC V7P 3S1  
Phone #: 604 982 3010 Fax #: 888 835 9757  
Email: funding@accordfinancial.net

**Block**

**Status**  
Current

3 VARION CAPITAL CORP. DBA ACCORD FINANCIAL  
305 - 889 HARBOURSIDE DRIVE  
NORTH VANCOUVER, BC V7P 3S1  
Phone #: 604 982 3010 Fax #: 888 835 9757  
Email: funding@accordfinancial.net

**Collateral: General**

**Block**

**Description**

**Status**

1 ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR (AS THOSE TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) AND AN UNCRYSTALLIZED FLOATING CHARGE ON LAND. Current

MC

**Search ID #: Z15472665**

**Business Debtor Search For:**

MGT MANAGEMENT INC.

**Search ID #:** Z15472665

**Date of Search:** 2022-Oct-05

**Time of Search:** 09:20:33

Registration Number: 21122213499

Registration Date: 2021-Dec-22

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2026-Dec-22 23:59:59

Inexact Match on: Debtor No: 1

**Debtor(s)**

**Block**

1 MGT MANAGEMENT  
52 ROZIER CLOSE  
SYLVAN LAKE, AB T4S 0B7

**Status**  
Current

**Secured Party / Parties**

**Block**

1 CANADIAN WESTERN BANK - CREDIT SUPPORT, NAB REGION  
201, 12230 JASPER AVENUE  
EDMONTON, AB T5N 3K3  
Phone #: 780 421 5582 Fax #: 800 392 3015  
Email: CSNA.Collsec@cwbank.com

**Status**  
Current

**Block**

2 TYALTA INDUSTRIES INC.  
613 MCCOOL ST  
CROSSFIELD, AB T0M 0S0  
Phone #: 403 946 4860  
Email: craig@tyalta.com

**Status**  
Current

**Collateral: Serial Number Goods**

<b><u>Block</u></b>	<b><u>Serial Number</u></b>	<b><u>Year</u></b>	<b><u>Make and Model</u></b>	<b><u>Category</u></b>	<b><u>Status</u></b>
1	88180	2017	MCCLOSKEY S190 3DW	TR - Trailer	Current

Search ID #: Z15472665

**Business Debtor Search For:**

MGT MANAGEMENT INC.

Search ID #: Z15472665

Date of Search: 2022-Oct-05

Time of Search: 09:20:33

Registration Number: 21122922011

Registration Date: 2021-Dec-29

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2026-Dec-29 23:59:59

Inexact Match on: Debtor No: 1

**Debtor(s)**

**Block**

**Status**

1 MGT MANAGEMENT  
 52 ROZIER CLOSE  
 SYLVAN LAKE, AB T4S 0B7

Current

**Secured Party / Parties**

**Block**

**Status**

1 CANADIAN WESTERN BANK - CREDIT SUPPORT, NAB REGION  
 201, 12230 JASPER AVENUE  
 EDMONTON, AB T5N 3K3  
 Phone #: 780 421 5582 Fax #: 800 392 3015  
 Email: CSNA.Collsec@cwbank.com

Current

**Block**

**Status**

2 TYALTA INDUSTRIES INC.  
 613 MCCOOL ST  
 CROSSFIELD, AB T0M 0S0  
 Phone #: 403 946 4860  
 Email: craig@tyalta.com

Current

**Collateral: Serial Number Goods**

<b><u>Block</u></b>	<b><u>Serial Number</u></b>	<b><u>Year</u></b>	<b><u>Make and Model</u></b>	<b><u>Category</u></b>	<b><u>Status</u></b>
1	88509	2018	MCCLOSKEY 36X80 CONVEYOR	TR - Trailer	Current

MC

Search ID #: Z15472665

**Business Debtor Search For:**

MGT MANAGEMENT INC.

Search ID #: Z15472665

Date of Search: 2022-Oct-05

Time of Search: 09:20:33

Registration Number: 22030718507

Registration Date: 2022-Mar-07

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2027-Mar-07 23:59:59

Exact Match on: Debtor No: 1

**Amendments to Registration**

22060832218

Amendment

2022-Jun-08

**Debtor(s)**

**Block**

**Status**  
Current

1 MGT MANAGEMENT INC.  
52 ROZIER CLOSE  
SYLVAN LAKE, AB T4S 0B7

**Secured Party / Parties**

**Block**

**Status**  
Current

1 ROYAL BANK OF CANADA  
36 YORK MILLS ROAD, 4TH FLOOR  
TORONTO, ON M2P 0A4  
Email: torbscpr@rbc.com

**Collateral: Serial Number Goods**

<b><u>Block</u></b>	<b><u>Serial Number</u></b>	<b><u>Year</u></b>	<b><u>Make and Model</u></b>	<b><u>Category</u></b>	<b><u>Status</u></b>
1	KMTHM011P29003586	2014	Komatsu HM300-3	MV - Motor Vehicle	Current By 22060832218
2	KMTPC241H54A25799	2015	Komatsu PC290LC-10	MV - Motor Vehicle	Current By 22060832218
3	1M2AA13Y4NW019059	1992	Mack CH613 Day Cab	MV - Motor Vehicle	Current By 22060832218
4	KMTWA105VGA073272	2017	Komatsu WA200PZ-6 Wheel L	MV - Motor Vehicle	Current By 22060832218
5	1N6AA06B36N569525	2006	Nissan Titan LE Ext	MV - Motor Vehicle	Current By 22060832218

MC

Search ID #: Z15472665

6	1GTEK19T4XE5463674	1999	GMC Sierra 1500 SLE	MV - Motor Vehicle	Current By 22060832218
7	1N6AA0EC4CN322552	2012	Nissan Titan SL Pickup	MV - Motor Vehicle	Current By 22060832218
8	5AEA11512DH000107	2012	Allmand Bros Artic 20KW	MV - Motor Vehicle	Current By 22060832218

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
1	All of the Debtor's present and after-acquired personal property.	Current
2	SN: 18 - 2008 Speedaire 30-Gal Air Compressor - Honda GX390 engine SN: AL408-878 - 2008 Terex AL4000 S/A Light Tower - ST205/75D15, Kubota 12KW engine SN: 10090913 - Frost Fighter ICE IDF-350-II Heater - furnace oil SN: 620868 - 2013 Wacker Neuson HI400 HD D Heater SN: 6325-65 - 2004 CEC Roadrunner 5X12 Track Screener SN: C02RN78YG8WP - Apple MacBook Pro Laptop SN: LJ080312Q - Miller Trailblazer 302 Welder SN: 1220GR - 48" Hydraulic Excavator Shovel Bucket - to fit Komatsu 290 2005 John Deere 824J Wheel Loader Xcentric XR-30 Hydraulic Vibrating Excavator Ripper - to fit Komatsu PC290	Current By 22060832218

Search ID #: Z15472665

**Business Debtor Search For:**

MGT MANAGEMENT INC.

Search ID #: Z15472665

Date of Search: 2022-Oct-05

Time of Search: 09:20:33

Registration Number: 22062804481

Registration Date: 2022-Jun-28

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2027-Jun-28 23:59:59

Inexact Match on:

Debtor

No: 1

**Debtor(s)**

**Block**

**Status**

1 MGT MANAGEMENT  
52 ROZIER CLOSE  
SYLVAN LAKE, AB T4S 0B7

Current

**Secured Party / Parties**

**Block**

**Status**

1 CANADIAN WESTERN BANK - CREDIT SUPPORT, NAB REGION  
201, 12230 JASPER AVENUE  
EDMONTON, AB T5N 3K3  
Phone #: 780 421 5582 Fax #: 800 392 3015  
Email: CSNA.Collsec@cwbank.com

Current

**Block**

**Status**

2 TYALTA INDUSTRIES INC.  
613 MCCOOL ST  
CROSSFIELD, AB TOM 0S0  
Phone #: 403 946 4860  
Email: craig@tyalta.com

Current

**Collateral: Serial Number Goods**

<b><u>Block</u></b>	<b><u>Serial Number</u></b>	<b><u>Year</u></b>	<b><u>Make and Model</u></b>	<b><u>Category</u></b>	<b><u>Status</u></b>
1	86626	2018	McCloskey Crusher I44v3	TR - Trailer	Current

nc



Search ID #: Z15472665

**Business Debtor Search For:**

MGT MANAGEMENT INC.

Search ID #: Z15472665

Date of Search: 2022-Oct-05

Time of Search: 09:20:33

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Registration Number: 22071931012

Registration Type: WRIT OF ENFORCEMENT

Registration Date: 2022-Jul-19

Registration Status: Current

Expiry Date: 2024-Jul-19 23:59:59

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Issued in Calgary Judicial Centre

Court File Number is 2201-07685

Judgment Date is 2022-May-06

This Writ was issued on 2022-Jul-07

Type of Judgment is Other

Original Judgment Amount: \$18,351.53

Costs Are: \$200.00

Post Judgment Interest: \$0.00

Current Amount Owing: \$18,551.53

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Exact Match on: Debtor No: 1

---

**Solicitor / Agent**

ATTILA NADORI  
253, 11488 - 24 STREET SE  
CALGARY, AB T2Z 4C9  
Phone #: 403 452 4060 Fax #: 403 452 4261  
Email: anadori@fletcherlaw.ca

**Debtor(s)**

**Block**

**Status**  
Current

1 MGT MANAGEMENT INC.  
7 CALDWELL POINT  
SYLVAN LAKE, AB T4S 0N4

**Creditor(s)**

**Block**

**Status**  
Current

1 AGGREGATE POWER LTD.  
143 DOUGLAS SHORE CLOSE SE  
CALGARY, AB T2Z 2K8

MC

**Search ID #: Z15472665**

Email: [erin@aggregatepower.ca](mailto:erin@aggregatepower.ca)

mc

**Search ID #: Z15472665**

**Business Debtor Search For:**

MGT MANAGEMENT INC.

**Search ID #: Z15472665**

**Date of Search: 2022-Oct-05**

**Time of Search: 09:20:33**

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Registration Number: 22090128627

Registration Type: WRIT OF ENFORCEMENT

Registration Date: 2022-Sep-01

Registration Status: Current

Expiry Date: 2024-Sep-01 23:59:59

---

Issued in Calgary Judicial Centre

Court File Number is 2201-09981

Judgment Date is 2022-Aug-22

This Writ was issued on 2022-Aug-22

Type of Judgment is Other

Original Judgment Amount: \$11,137.35

Costs Are: \$223.69

Post Judgment Interest: \$0.00

Current Amount Owing: \$11,361.04

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Exact Match on: Debtor No: 1

---

**Solicitor / Agent**

BISON CREDIT SOLUTIONS

5 - 3402 - 8TH ST SE

CALGARY, AB T2G 5S7

Phone #: 403 263 7670

Fax #: 403 263 7623

Reference #: 72605

Email: SUE.SEAMANS@BISONCREDIT.COM

**Debtor(s)**

**Block**

**Status**

Current

1 MGT MANAGEMENT INC  
100014 HWY 734  
SYLVAN LAKE, AB T0M 0M0

**Block**

**Status**

Current

2 MGT LIMESTONE PRODUCTS  
100014 HWY 734  
SYLVAN LAKE, AB T0M 0M0

MC

Search ID #: Z15472665

**Creditor(s)**

**Block**

**Status**  
Current

1 GR PETROLOGY CONSULTANTS INC  
5 - 3402 - 8TH ST SE  
CALGARY, AB T2G 5S7  
Email: SUE.SEAMANS@BISONCREDIT.COM

**Particulars**

**Block**

**Additional Information**

**Status**

1 MGT MANAGEMENT INC OPERATING AS MGT LIMESTONE PRODUCTS

Current

Result Complete

MC

# EXHIBIT "M"

**This is Exhibit "M" referred to in the  
Affidavit of Natalia Naraine Sworn  
before me this 21st  
day of November, 2022.**



---

**A Commissioner for Oaths in  
and for the Province of Alberta**

Melanie Cheddi  
Barrister & Solicitor

**Search ID #:** Z15472667

**Transmitting Party**

MCMILLAN LLP

1700, 421 - 7TH AVENUE SW  
CALGARY, AB T2P 4K9

Party Code: 60001912  
Phone #: 403 231 8378  
Reference #: 289096

**Search ID #:** Z15472667

**Date of Search:** 2022-Oct-05

**Time of Search:** 09:21:01

**Business Debtor Search For:**

MGT AGGREGATE PRODUCTS INC.

Exact Result(s) Only Found

**NOTE:**

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



MC

Search ID #: Z15472667

**Business Debtor Search For:**

MGT AGGREGATE PRODUCTS INC.

Search ID #: Z15472667

Date of Search: 2022-Oct-05

Time of Search: 09:21:01

Registration Number: 16021006695

Registration Date: 2016-Feb-10

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2026-Feb-10 23:59:59

Exact Match on: Debtor No: 1

**Amendments to Registration**

21010817602	Renewal	2021-Jan-08
22060832284	Amendment	2022-Jun-08

**Debtor(s)**

**Block**

**Status**

1 MGT AGGREGATE PRODUCTS INC.  
52 ROZIER CLOSE  
SYLVAN LAKE, AB T4S 0B7

Current

**Secured Party / Parties**

**Block**

**Status**

1 ROYAL BANK OF CANADA  
36 YORK MILLS ROAD, 4TH FLOOR  
TORONTO, ON M2P 0A4

Deleted by  
22060832284

**Block**

**Status**

2 ROYAL BANK OF CANADA  
36 YORK MILLS ROAD, 4TH FLOOR  
TORONTO, ON M2P 0A4  
Email: torbscpr@rbc.com

Current by  
22060832284

**Collateral: Serial Number Goods**

<b><u>Block</u></b>	<b><u>Serial Number</u></b>	<b><u>Year</u></b>	<b><u>Make and Model</u></b>	<b><u>Category</u></b>	<b><u>Status</u></b>
1	KMTHM011P29003586	2014	Komatsu HM300-3	MV - Motor Vehicle	Current By 22060832284

*AK*

**Search ID #: Z15472667**

2	KMTPC241H54A25799	2015	Komatsu PC290LC-10	MV - Motor Vehicle	Current By 22060832284
3	1M2AA13Y4NW019059	1992	Mack CH613 Day Cab	MV - Motor Vehicle	Current By 22060832284
4	KMTWA105VGA073272	2017	Komatsu WA200PZ-6 Wheel L	MV - Motor Vehicle	Current By 22060832284
5	1N6AA06B36N569525	2006	Nissan Titan LE Ext	MV - Motor Vehicle	Current By 22060832284
6	1GTEK19T4XE5463674	1999	GMC Sierra 1500 SLE	MV - Motor Vehicle	Current By 22060832284
7	1N6AA0EC4CN322552	2012	Nissan Titan SL Pickup	MV - Motor Vehicle	Current By 22060832284
8	5AEAH1512DH000107	2012	Allmand Bros Artic 20KW	MV - Motor Vehicle	Current By 22060832284

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
1	ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY	Current
2	SN: 18 - 2008 Speedaire 30-Gal Air Compressor - Honda GX390 engine SN: AL408-878 - 2008 Terex AL4000 S/A Light Tower - ST205/75D15, Kubota 12KW engine SN: 10090913 - Frost Fighter ICE IDF-350-II Heater - furnace oil SN: 620868 - 2013 Wacker Neuson HI400 HD D Heater SN: 6325-65 - 2004 CEC Roadrunner 5X12 Track Screener SN: C02RN78YG8WP - Apple MacBook Pro Laptop SN: LJ080312Q - Miller Trailblazer 302 Welder SN: 1220GR - 48" Hydraulic Excavator Shovel Bucket - to fit Komatsu 290 2005 John Deere 824J Wheel Loader Xcentric XR-30 Hydraulic Vibrating Excavator Ripper - to fit Komatsu PC290	Current By 22060832284

*MC*



Search ID #: Z15472667

**Business Debtor Search For:**

MGT AGGREGATE PRODUCTS INC.

Search ID #: Z15472667

Date of Search: 2022-Oct-05

Time of Search: 09:21:01

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Registration Number: 20121716784

Registration Date: 2020-Dec-17

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2025-Dec-17 23:59:59

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Exact Match on: Debtor No: 1

Exact Match on: Debtor No: 2

Exact Match on: Debtor No: 5

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**Amendments to Registration**

21030221197

Amendment

2021-Mar-02

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**Debtor(s)**

**Block**

**Status**

Current

1 MGT AGGREGATE PRODUCTS INC.  
7 CALDWELL POINT  
SYLVAN LAKE, AB T4S 0N4

**Block**

**Status**

Current

2 MGT AGGREGATE PRODUCTS INC.  
100014 HIGHWAY 734  
CAROLINE, AB T0M 0M0

**Block**

**Status**

Current

3 MGT MANAGEMENT INC.  
7 CALDWELL POINT  
SYLVAN LAKE, AB T4S 0N4

**Block**

**Status**

Current

4 MGT MANAGEMENT INC.  
100014 HIGHWAY 734  
CAROLINE, AB T0M 0M0

MC

Search ID #: Z15472667

**Block**

5 MGT AGGREGATE PRODUCTS INC.  
100014 HIGHWAY 734  
CLEARWATER COUNTY, AB T0M 0M0

**Status**  
Current

**Block**

6 MGT MANAGEMENT INC.  
100014 HIGHWAY 734  
CLEARWATER COUNTY, AB T0M 0M0

**Status**  
Current

**Secured Party / Parties****Block**

1 ACCORD SMALL BUSINESS LEASING CORP  
305 - 889 HARBOURSIDE DRIVE  
NORTH VANCOUVER, BC V7P 3S1  
Phone #: 604 982 3010 Fax #: 888 835 9757  
Email: funding@accordfinancial.net

**Status**  
Current

**Collateral: Serial Number Goods**

<b><u>Block</u></b>	<b><u>Serial Number</u></b>	<b><u>Year</u></b>	<b><u>Make and Model</u></b>	<b><u>Category</u></b>	<b><u>Status</u></b>
1	DM65X24300	1995	BARBER GREENE DM65	MV - Motor Vehicle	Current
2	DM65X24300	2019	BARBER GREENE DM65	MV - Motor Vehicle	Current
3	NTTV65VSISKR0R120	2014	TRIO TV65	MV - Motor Vehicle	Current
4	NTTV65VSISKR0R120	2020	TRIO TV65	MV - Motor Vehicle	Current
5	84221	2015	MCCLOSKEY ST80F	MV - Motor Vehicle	Current
6	85101	2016	MCCLOSKEY ST80	MV - Motor Vehicle	Current
7	ES1003	2015	TYALTA ST60	MV - Motor Vehicle	Current
8	ES1006	2015	TYALTA ST60	MV - Motor Vehicle	Current
9	ES1005	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
10	ES1004	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
11	81238	2012	MCCLOSKEY S190	MV - Motor Vehicle	Current
12	ES1002	2015	MCCLOSKEY S190	MV - Motor Vehicle	Current
13	81239	2012	MCCLOSKEY S190	MV - Motor Vehicle	Current
14	ES1001	2015	MCCLOSKEY S190	MV - Motor Vehicle	Current
15	EF1005	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
16	EC1006	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current

Search ID #: Z15472667

17	EC1007	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
18	EC1011	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
19	EC1009	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
20	EC1010	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
21	EC1008	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
22	EC1012	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
23	EC1013	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
24	EC1014	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
25	EC1016	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
26	EC1015	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
27	EC1017	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
28	EC1018	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
29	EC1019	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
30	PD1020	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
31	DC24X80	2000	TYALTA 24" X 80'	MV - Motor Vehicle	Current By 21030221197
32	DD24X40	2000	TYALTA 24" X 40'	MV - Motor Vehicle	Current By 21030221197
33	DC24X25	2000	TYALTA 24" X 25'	MV - Motor Vehicle	Current By 21030221197

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
1	PURSUANT TO LEASE AGREEMENT 107340, ALL PRESENT AND FUTURE EQUIPMENT ENCOMPASSED BY LEASE AGREEMENT 107340, INCLUDING BUT NOT LIMITED TO, THE SERIALIZED COLLATERAL SET OUT WITHIN THIS REGISTRATION, AS WELL AS NON-SERIALIZED MODULAR SHELTER(BUILDING COMPONENTS) TOGETHER WITH ALL 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 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 OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL.	Current

**Search ID #:** Z15472667

**Business Debtor Search For:**

MGT AGGREGATE PRODUCTS INC.

**Search ID #:** Z15472667

**Date of Search:** 2022-Oct-05

**Time of Search:** 09:21:01

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Registration Number: 20121717589

Registration Date: 2020-Dec-17

Registration Type: SECURITY AGREEMENT

Registration Status: Current

Expiry Date: 2025-Dec-17 23:59:59

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Exact Match on: Debtor No: 1

Exact Match on: Debtor No: 2

Exact Match on: Debtor No: 3

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**Amendments to Registration**

21030221337

Amendment

2021-Mar-02

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**Debtor(s)**

**Block**

1 MGT AGGREGATE PRODUCTS INC.  
7 CALDWELL POINT  
SYLVAN LAKE, AB T4S 0N4

**Status**  
Current

**Block**

2 MGT AGGREGATE PRODUCTS INC.  
100014 HWY 734  
CAROLINE, AB T0M 0M0

**Status**  
Current

**Block**

3 MGT AGGREGATE PRODUCTS INC.  
100014 HWY 734  
CLEARWATER COUNTY, AB T0M 0M0

**Status**  
Current

---

**Secured Party / Parties**

**Block**

1 ACCORD SMALL BUSINESS FINANCE CORP  
305 - 889 HARBOURSIDE DRIVE  
NORTH VANCOUVER, BC V7P 3S1  
Phone #: 604 982 3010 Fax #: 888 835 9757  
Email: funding@accordfinancial.net

**Status**  
Current

Search ID #: Z15472667

**Block****Status**

2 ACCORD SMALL BUSINESS LEASING CORP  
305 - 889 HARBOURSIDE DRIVE  
NORTH VANCOUVER, BC V7P 3S1  
Phone #: 604 982 3010 Fax #: 888 835 9757  
Email: funding@accordfinancial.net

Current

**Block****Status**

3 VARION CAPITAL CORP. DBA ACCORD FINANCIAL  
305 - 889 HARBOURSIDE DRIVE  
NORTH VANCOUVER, BC V7P 3S1  
Phone #: 604 982 3010 Fax #: 888 835 9757  
Email: funding@accordfinancial.net

Current

**Collateral: Serial Number Goods**

<b><u>Block</u></b>	<b><u>Serial Number</u></b>	<b><u>Year</u></b>	<b><u>Make and Model</u></b>	<b><u>Category</u></b>	<b><u>Status</u></b>
1	DM65X24300	1995	BARBER GREENE DM65	MV - Motor Vehicle	Current
2	DM65X24300	2019	BARBER GREENE DM65	MV - Motor Vehicle	Current
3	NTTV65VSISKR0R120	2014	TRIO TV65	MV - Motor Vehicle	Current
4	NTTV65VSISKR0R120	2020	TRIO TV65	MV - Motor Vehicle	Current
5	84221	2015	MCCLOSKEY ST80F	MV - Motor Vehicle	Current
6	85101	2016	MCCLOSKEY ST80	MV - Motor Vehicle	Current
7	ES1003	2015	TYALTA ST60	MV - Motor Vehicle	Current
8	ES1006	2015	TYALTA ST60	MV - Motor Vehicle	Current
9	ES1005	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
10	ES1004	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
11	81238	2012	MCCLOSKEY S190	MV - Motor Vehicle	Current
12	ES1002	2015	MCCLOSKEY S190	MV - Motor Vehicle	Current
13	81239	2012	MCCLOSKEY S190	MV - Motor Vehicle	Current
14	ES1001	2015	MCCLOSKEY S190	MV - Motor Vehicle	Current
15	EF1005	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
16	EC1006	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
17	EC1007	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
18	EC1011	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current

Search ID #: Z15472667

19	EC1009	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
20	EC1010	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
21	EC1008	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
22	EC1012	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
23	EC1013	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
24	EC1014	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
25	EC1016	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
26	EC1015	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
27	EC1017	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
28	EC1018	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
29	EC1019	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
30	PD1020	2015	TYALTA NGTFGP	MV - Motor Vehicle	Current
31	DC24X80	2000	TYALTA 24" X 80'	MV - Motor Vehicle	Current By 21030221337
32	DD24X40	2000	TYALTA 24" X 40'	MV - Motor Vehicle	Current By 21030221337
33	DC24X25	2000	TYALTA 24" X 25'	MV - Motor Vehicle	Current By 21030221337

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
1	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR (AS THOSE TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) AND AN UNCRYSTALLIZED FLOATING CHARGE ON LAND, AS ENCOMPASSED BY GENERAL SECURITY AGREEMENT DATED DECEMBER 11,2020, AND WITHOUT LIMITING THE GENERAL SECURITY INTEREST SET OUT IN THE FOREGOING, A SPECIFIC SECURITY INTEREST, WHICH INCLUDES, BUT IS NOT LIMITED TO, THE SERIALIZED COLLATERAL WITHIN THIS REGISTRATION TOGETHER WITH ALL 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 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 OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL.	Current

MC

Search ID #: Z15472667

**Business Debtor Search For:**

MGT AGGREGATE PRODUCTS INC.

Search ID #: Z15472667

Date of Search: 2022-Oct-05

Time of Search: 09:21:01

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Registration Number: 22011415018

Registration Type: WRIT OF ENFORCEMENT

Registration Date: 2022-Jan-14

Registration Status: Current

Expiry Date: 2024-Jan-14 23:59:59

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Issued in Edmonton Judicial Centre

Court File Number is 2203 00472

Judgment Date is 2022-Jan-13

This Writ was issued on 2022-Jan-14

Type of Judgment is Other

Original Judgment Amount: \$44,587.32

Costs Are: \$0.00

Post Judgment Interest: \$0.00

Current Amount Owing: \$44,587.32

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Exact Match on: Debtor No: 1

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**Solicitor / Agent**

STERLING CREDIT ADJUSTORS INC.

705, 5241 CALGARY TRAIL

EDMONTON, AB T6H 4G8

Phone #: 780 450 7254

Fax #: 780 422 0739

Email: CRAIG@STERLINGCREDIT.CA

**Debtor(s)**

**Block**

**Status**

Current

1 MGT AGGREGATE PRODUCTS INC.  
201, 110 PELICAN PLACE  
SYLVAN LAKE, AB T4S 1K2

**Creditor(s)**

**Block**

**Status**

Current

1 PRONGHORN CONTROLS LTD.  
C/O 705, 5241 CALGARY TRAIL  
EDMONTON, AB T6H 5G8

**Search ID #: Z15472667**

Email: CRAIG@STERLINGCREDIT.CA

Result Complete



# EXHIBIT "N"

**This is Exhibit "N" referred to in the  
Affidavit of Natalia Naraine Sworn  
before me this 21st  
day of November, 2022.**



**A Commissioner for Oaths in  
and for the Province of Alberta**

Melanie Cheddi  
Barrister & Solicitor

MC

Reply to the Attention of: Kourtney Rylands  
Direct Line: 403.355.3326  
Email Address: kourtney.rylands@mcmillan.ca  
Our File No.: 289096  
Date: March 4, 2022

**DELIVERED BY REGISTERED MAIL**

MGT Management Inc.  
c/o LLF Lawyers LLP  
332 Aylmer Street N.  
Peterborough, Ontario K9J 7H4

Dear Sir/Madam,

**Re: Loan Agreement dated July 2, 2021 and any amendments thereto and Visa Agreement dated July 7, 2015 (collectively, the "Loan Agreements") between MGT Management Inc. (the "Borrower") and Royal Bank of Canada (the "Bank")**

We are counsel for the Bank with respect to the above-referenced matter.

The Borrower is in default under the Loan Agreements by reason of, among other things, its failure to pay all sums of money when due and borrowing in excess of the credit facilities provided by the Loan Agreements.

On behalf of the Bank, we hereby demand payment by the Borrower of all amounts outstanding under the Loan Agreements, along with any additional amounts for which the Borrower may become liable from time to time, under the Loan Agreements or any personal deposit account agreement between the Bank and the Borrower.

In particular, we hereby demand payment of \$1,036,461.90 on account of principal and interest outstanding under the Loan Agreements as at March 3, 2022, which is due and payable in full, together with additional accrued and unpaid interest, fees, costs, expenses, and any other indebtedness under or in connection with the Loan Agreements. Interest will continue to accrue on the outstanding amounts in accordance with the Loan Agreements.

As security for the indebtedness and liabilities of the Borrower under the Loan Agreements, the Bank holds certain security including, without limitation, the security set out in Schedule "A" hereto (the "**Security**"). On behalf of the Bank, we hereby declare that all of the obligations of the Borrower to the Bank pursuant to the Security are now immediately due and payable.

Please be advised that, if payment or arrangements satisfactory to the Bank for payment are not made forthwith, the Bank will take such further steps as it deems necessary to recover the outstanding amounts owing to the Bank. Those steps may include the enforcement of the Security or the appointment of a receiver.

We enclose herewith a Notice of Intention to Enforce Security addressed to the Borrower and issued pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act* (the "**Notice**"). We also enclose herewith Consent to the Bank enforcing the Security prior to the expiry of the 10-day period referred to in the Notice. On behalf of the Bank, we hereby request that the Borrower execute the Consent and return it to the attention of the undersigned at the Borrower's earliest convenience. The Bank reserves its rights to proceed with the enforcement of the Security at any time prior to the time period specified in the enclosed Notice in those circumstances where such earlier enforcement may be permitted by law.

**We also note that effective immediately the Borrower's access to the RBC Express electronic banking service will be terminated. We also confirm that the Borrower is not entitled to borrow in excess of the amounts provided for in the Loan Agreements. All payments made by the Borrower must be done on a pre-funded basis. All payments made by the Borrower in excess of the amounts provided for in the Loan Agreements will be returned by the Bank if there are insufficient funds in the Borrower's account to make such payment.**

Yours truly,



Kourtney Rylands

Encl.

**SCHEDULE "A"**  
**SECURITY**

1. General Security Agreement between Royal Bank of Canada and MGT Management Inc. dated November 17, 2014;
2. General Security Agreement between Royal Bank of Canada and MGT Management Inc. dated April 11, 2018;
3. Security Agreement (Chattel Mortgage) between Royal Bank of Canada and MGT Management Inc. dated September 13, 2018;
4. Guarantee and Postponement of Claim in the amount of \$1,725,000.00 executed by MGT Aggregate Products Inc. in favour of Royal Bank of Canada signed May 15, 2017;
5. General Security Agreement between Royal Bank of Canada and MGT Aggregate Products Inc. dated February 18, 2016;
6. Guarantee and Postponement of Claim in the amount of \$897,375.00 executed by Michael Tomlinson in favour of Royal Bank of Canada signed April 10, 2015; and
7. Guarantee and Postponement of Claim in the amount of \$320,000.00 executed by Michael Tomlinson in favour of Royal Bank of Canada signed February 18, 2016.

EXHIBIT 1  
CONTENTS

1	General Security Agreement between Royal Bank of Canada and RST Management Inc. dated November 27, 2004
2	Security Agreement between RST Management Inc. and RST Management Inc. dated April 21, 2004
3	Security Agreement between RST Management Inc. and RST Management Inc. dated February 12, 2004
4	General Security Agreement between RST Management Inc. and RST Management Inc. dated February 12, 2004
5	General Security Agreement between RST Management Inc. and RST Management Inc. dated February 12, 2004
6	General Security Agreement between RST Management Inc. and RST Management Inc. dated February 12, 2004
7	General Security Agreement between RST Management Inc. and RST Management Inc. dated February 12, 2004
8	General Security Agreement between RST Management Inc. and RST Management Inc. dated February 12, 2004
9	General Security Agreement between RST Management Inc. and RST Management Inc. dated February 12, 2004
10	General Security Agreement between RST Management Inc. and RST Management Inc. dated February 12, 2004

MC



Reply to the Attention of: Kourtney Rylands  
 Direct Line: 403.355.3326  
 Email Address: kourtney.rylands@mcmillan.ca  
 Our File No.: 289096  
 Date: March 4, 2022

## DELIVERED BY REGISTERED MAIL

MGT Aggregate Products Inc.  
 201-110 Pelican Place  
 Sylvan Lake, Alberta T4S 1K2

Dear Sir/Madam,

**Re: Guarantee and Postponement of Claim of MGT Management Inc. (the "Borrower") granted by MGT Aggregate Products Inc. up to the maximum principal amount of \$1,725,000.00 signed May 15, 2017 (the "Guarantee") in favour of Royal Bank of Canada (the "Bank")**

We are counsel for the Bank with respect to the above-referenced matter.

Pursuant to the Guarantee, you promised to pay the Bank on its demand, all debts, liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by the Borrower up to the maximum principal amount of \$1,725,000.00.

Enclosed is a copy of our demand letter issued to the Borrower (the "**Borrower Demand**") demanding payment of all amounts owing by the Borrower to the Bank pursuant to the loan agreements between the Borrower and the Bank (collectively, the "**Loan Agreements**") as further set out in the enclosed Borrower Demand. As you will note from the enclosed letter, the amount owing to the Bank under the Loan Agreements as at March 3, 2022 is \$1,036,461.90 together with additional accrued and unpaid interest, fees, costs, expenses, and all other amounts payable under or in connection with the Loan Agreements.

Accordingly, on behalf of the Bank, we hereby demand payment by you of \$1,036,461.90, together with interest, legal costs and all other amounts payable under the Guarantee.

We enclose herewith a Notice of Intention to Enforce Security addressed to you and issued pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act* (the "**Notice**"). The Bank reserves its rights to proceed with the enforcement of the Security at any time prior to the time specified in the enclosed Notice in those circumstances where such earlier enforcement may be permitted by law. We also enclose herewith Consent to the Bank enforcing the Security prior to the expiry of the 10-day period referred to in the Notice. On

behalf of the Bank, we hereby request that you execute the Consent and return it to the attention of the undersigned at your earliest convenience. The Bank reserves its rights to proceed with the enforcement of the Security at any time prior to the time period specified in the enclosed Notice in those circumstances where such earlier enforcement may be permitted by law.

Please be advised that, if payment or arrangements satisfactory to the Bank for payment are not made forthwith, the Bank will take such further steps as it deems necessary to recover the amounts outstanding under the Loan Agreements and the Guarantee, including the enforcement of the Security.

Yours truly,



Kourtney Rylands

Encl.

**SCHEDULE "A"**  
**SECURITY**

1. General Security Agreement between Royal Bank of Canada and MGT Aggregate Products Inc. dated February 18, 2016.



THE UNIVERSITY  
OF MICHIGAN

RECEIVED AT THE OFFICE OF THE REGISTRAR  
ON 10/15/1964

MC



Reply to the Attention of: Kourtney Rylands  
Direct Line: 403.355.3326  
Email Address: kourtney.rylands@mcmillan.ca  
Our File No.: 289096  
Date: March 4, 2022

**DELIVERED BY REGISTERED MAIL**

Michael Tomlinson  
52 Rozier Close  
Sylvan Lake, Alberta T4S 0B7

Dear Sir/Madam,

**Re: Guarantee and Postponement of Claim of MGT Management Inc. (the "Borrower") granted by Michael Tomlinson up to the maximum principal amount of \$897,375.00 signed April 10, 2015 and Guarantee and Postponement of Claim of the Borrower granted by Michael Tomlinson up to the maximum principal amount of \$320,000.00 signed February 18, 2016 (collectively, the "Guarantees") in favour of Royal Bank of Canada (the "Bank")**

We are counsel for the Bank with respect to the above-referenced matter.

Pursuant to the Guarantees, you promised to pay the Bank on its demand, all debts, liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by the Borrower up to the maximum principal amount of \$1,217,375.00.

Enclosed is a copy of our demand letter issued to the Borrower (the "**Borrower Demand**") demanding payment of all amounts owing by the Borrower to the Bank pursuant to the loan agreements between the Borrower and the Bank (collectively, the "**Loan Agreements**") as further set out in the enclosed Borrower Demand. As you will note from the enclosed letter, the amount owing to the Bank under the Loan Agreements as at March 3, 2022 is \$1,036,461.90 together with additional accrued and unpaid interest, fees, costs, expenses, and all other amounts payable under or in connection with the Loan Agreements.

Accordingly, on behalf of the Bank, we hereby demand payment by you of \$1,036,461.90, together with interest, legal costs and all other amounts payable under the Guarantees.

Please be advised that, if payment or arrangements satisfactory to the Bank for payment are not made forthwith, the Bank will take such further steps as it deems necessary to recover the amounts outstanding under the Loan Agreements and the Guarantees.

Yours truly,



Kourtney Rylands

Encl.

# EXHIBIT "O"

**This is Exhibit "O" referred to in the  
Affidavit of Natalia Naraine Sworn  
before me this 21st  
day of November, 2022.**



**A Commissioner for Oaths in  
and for the Province of Alberta**

Melanie Cheddi  
Barrister & Solicitor

MC



Reply to the Attention of: Kourtney Rylands  
Direct Line: 403.355.3326  
Email Address: kourtney.rylands@mcmillan.ca  
Our File No.: 289058  
Date: March 4, 2022

## DELIVERED BY REGISTERED MAIL

MGT Aggregate Products Inc.  
201-110 Pelican Place  
Sylvan Lake, Alberta T4S 1K2

Dear Sir/Madam,

**Re: Credit Agreement dated July 2, 2021 (collectively, the "Loan Agreement") between MGT Aggregate Products Inc. (the "Borrower") and Royal Bank of Canada (the "Bank")**

We are counsel for the Bank with respect to the above-referenced matter.

The Borrower is in default under the Loan Agreement by reason of, among other things, its failure to pay all sums of money when due.

On behalf of the Bank, we hereby demand payment by the Borrower of all amounts outstanding under the Loan Agreement, along with any additional amounts for which the Borrower may become liable from time to time, under the Loan Agreement or any personal deposit account agreement between the Bank and the Borrower.

In particular, we hereby demand payment of \$171,062.54 on account of principal and interest outstanding under the Loan Agreement as at March 3, 2022, which is due and payable in full, together with additional accrued and unpaid interest, fees, costs, expenses, and any other indebtedness under or in connection with the Loan Agreement. Interest will continue to accrue on the outstanding amounts in accordance with the Loan Agreement.

As security for the indebtedness and liabilities of the Borrower under the Loan Agreement, the Bank holds certain security including, without limitation, the security set out in Schedule "A" hereto (the "**Security**"). On behalf of the Bank, we hereby declare that all of the obligations of the Borrower to the Bank pursuant to the Security are now immediately due and payable.

Please be advised that, if payment or arrangements satisfactory to the Bank for payment are not made forthwith, the Bank will take such further steps as it deems necessary

to recover the outstanding amounts owing to the Bank. Those steps may include the enforcement of the Security or the appointment of a receiver.

We enclose herewith a Notice of Intention to Enforce Security addressed to the Borrower and issued pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act* (the "**Notice**"). We also enclose herewith Consent to the Bank enforcing the Security prior to the expiry of the 10-day period referred to in the Notice. On behalf of the Bank, we hereby request that the Borrower execute the Consent and return it to the attention of the undersigned at the Borrower's earliest convenience. The Bank reserves its rights to proceed with the enforcement of the Security at any time prior to the time period specified in the enclosed Notice in those circumstances where such earlier enforcement may be permitted by law.

**We also note that effective immediately the Borrower's access to the RBC Express electronic banking service will be terminated. We also confirm that the Borrower is not entitled to borrow in excess of the amounts provided for in the Loan Agreement. All payments made by the Borrower must be done on a pre-funded basis. All payments made by the Borrower in excess of the amounts provided for in the Loan Agreement will be returned by the Bank if there are insufficient funds in the Borrower's account to make such payment.**

Yours truly,



Kourtney Rylands

Encl.

**SCHEDULE "A"**  
**SECURITY**

1. General Security Agreement between Royal Bank of Canada and MGT Aggregate Products Inc. dated February 18, 2016;
2. Guarantee and Postponement of Claim in the amount of \$650,000.00 executed by MGT Management Inc. in favour of Royal Bank of Canada signed February 24, 2017;
3. General Security Agreement between Royal Bank of Canada and MGT Management Inc. dated November 17, 2014;
4. General Security Agreement between Royal Bank of Canada and MGT Management Inc. dated April 11, 2018;
5. Guarantee and Postponement of Claim in the amount of \$321,533.00 executed by Michael Tomlinson in favour of Royal Bank of Canada signed February 18, 2016; and
6. Guarantee and Postponement of Claim in the amount of \$350,000.00 executed by Michael Tomlinson in favour of Royal Bank of Canada signed February 23, 2017.

mc







Reply to the Attention of: Kourtney Rylands  
Direct Line: 403.355.3326  
Email Address: kourtney.rylands@mcmillan.ca  
Our File No.: 289058  
Date: March 4, 2022

## DELIVERED BY REGISTERED MAIL

MGT Management Inc.  
c/o LLF Lawyers LLP  
332 Aylmer Street N.  
Peterborough, Ontario K9J 7H4

Dear Sir/Madam,

**Re: Guarantee and Postponement of Claim of MGT Aggregate Products Inc. (the "Borrower") granted by MGT Management Inc. up to the maximum principal amount of \$650,000.00 signed February 24, 2017 (the "Guarantee") in favour of Royal Bank of Canada (the "Bank")**

We are counsel for the Bank with respect to the above-referenced matter.

Pursuant to the Guarantee, you promised to pay the Bank on its demand, all debts, liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by the Borrower up to the maximum principal amount of \$650,000.00.

Enclosed is a copy of our demand letter issued to the Borrower (the "**Borrower Demand**") demanding payment of all amounts owing by the Borrower to the Bank pursuant to the loan agreement between the Borrower and the Bank (collectively, the "**Loan Agreement**") as further set out in the enclosed Borrower Demand. As you will note from the enclosed letter, the amount owing to the Bank under the Loan Agreement as at March 3, 2022 is \$171,062.54 together with additional accrued and unpaid interest, fees, costs, expenses, and all other amounts payable under or in connection with the Loan Agreement.

Accordingly, on behalf of the Bank, we hereby demand payment by you of \$171,062.54, together with interest, legal costs and all other amounts payable under the Guarantee.

We enclose herewith a Notice of Intention to Enforce Security addressed to you and issued pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act* (the "**Notice**"). The Bank reserves its rights to proceed with the enforcement of the Security at any time prior to the time specified in the enclosed Notice in those circumstances where such earlier enforcement may be permitted by law. We also enclose herewith Consent to the Bank

enforcing the Security prior to the expiry of the 10-day period referred to in the Notice. On behalf of the Bank, we hereby request that you execute the Consent and return it to the attention of the undersigned at your earliest convenience. The Bank reserves its rights to proceed with the enforcement of the Security at any time prior to the time period specified in the enclosed Notice in those circumstances where such earlier enforcement may be permitted by law.

Please be advised that, if payment or arrangements satisfactory to the Bank for payment are not made forthwith, the Bank will take such further steps as it deems necessary to recover the amounts outstanding under the Loan Agreement and the Guarantee, including the enforcement of the Security.

Yours truly,



Kourtney Rylands

Encl.

**SCHEDULE "A"**  
**SECURITY**

1. General Security Agreement between Royal Bank of Canada and MGT Management Inc. dated November 17, 2014; and
2. General Security Agreement between Royal Bank of Canada and MGT Management Inc. dated April 11, 2018.

*MC*





Reply to the Attention of: Kourtney Rylands  
Direct Line: 403.355.3326  
Email Address: kourtney.rylands@mcmillan.ca  
Our File No.: 289058  
Date: March 4, 2022

**DELIVERED BY REGISTERED MAIL**

Michael Tomlinson  
52 Rozier Close  
Sylvan Lake, Alberta T4S 0B7

Dear Sir/Madam,

**Re: Guarantee and Postponement of Claim of MGT Aggregate Products Inc. (the "Borrower") granted by Michael Tomlinson up to the maximum principal amount of \$321,533.00 signed February 18, 2016 and Guarantee and Postponement of Claim of the Borrower granted by Michael Tomlinson up to the maximum principal amount of \$350,000.00 signed February 23, 2017 (collectively, the "Guarantees") in favour of Royal Bank of Canada (the "Bank")**

We are counsel for the Bank with respect to the above-referenced matter.

Pursuant to the Guarantees, you promised to pay the Bank on its demand, all debts, liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by the Borrower up to the maximum principal amount of \$671,533.00.

Enclosed is a copy of our demand letter issued to the Borrower (the "**Borrower Demand**") demanding payment of all amounts owing by the Borrower to the Bank pursuant to the loan agreement between the Borrower and the Bank (collectively, the "**Loan Agreement**") as further set out in the enclosed Borrower Demand. As you will note from the enclosed letter, the amount owing to the Bank under the Loan Agreement as at March 3, 2022 is \$171,062.54 together with additional accrued and unpaid interest, fees, costs, expenses, and all other amounts payable under or in connection with the Loan Agreement.

Accordingly, on behalf of the Bank, we hereby demand payment by you of \$171,062.54, together with interest, legal costs and all other amounts payable under the Guarantees.

Please be advised that, if payment or arrangements satisfactory to the Bank for payment are not made forthwith, the Bank will take such further steps as it deems necessary to recover the amounts outstanding under the Loan Agreement and the Guarantees.

Yours truly,



Kourtney Rylands

Encl.

RECEIVED  
MARCH 10 2022

# EXHIBIT "P"

**This is Exhibit "P" referred to in the  
Affidavit of Natalia Naraine Sworn  
before me this 21st  
day of November, 2022.**



**A Commissioner for Oaths in  
and for the Province of Alberta**

Melanie Cheddi  
Barrister & Solicitor

## FORBEARANCE AGREEMENT

This Forbearance Agreement (the "**Agreement**") is made effective as of April 11, 2022 (the "**Effective Date**") among Royal Bank of Canada (the "**Bank**"), MGT Management Inc., MGT Aggregate Products Inc. (together, the "**Borrowers**") and Michael Tomlinson (the "**Personal Guarantor**"), together with the Borrowers, the "**Debtors**").

### **RECITALS:**

- A. The Debtors are indebted to the Bank pursuant to the terms of the loan and security documents listed in Schedule "A" hereto (the "**Loan and Security Agreements**");
- B. Events of Default have occurred under the Loan and Security Agreements as a result of, the Borrowers' failure to repay all sums of money when due (the "**Specified Default**");
- C. The Debtors have requested that the Bank forbear from exercising its rights and remedies with respect to the Specified Default in order to permit the Debtors to repay all amounts owing to the Bank in full.
- D. Subject to the terms and conditions herein, the Bank has agreed to forbear from exercising any of its rights and remedies, to the extent only that such rights and remedies are enforceable as a result of the Specified Default.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged by each party, the Bank and the Debtors agree as follows:

### **1. Forbearance**

Notwithstanding the occurrence of the Specified Default, the Bank shall not take any steps to enforce its rights and remedies against the Debtors, until the earlier of: (i) July 15, 2022; and (ii) the occurrence of a Termination Event (as defined below) (the "**Forbearance Period**"), to the extent only that such rights and remedies are available to the Bank as a result of the Specified Default.

### **2. Termination Events**

Other than as may be consented to in writing by the Bank in its sole discretion, the Debtors agree that the Bank's agreement to forbear from exercising its rights and remedies in respect of the Specified Default shall terminate, without notice to the Debtors, upon the occurrence of any of the following (each, a "**Termination Event**"):

- (a) the occurrence or notice of any default or Event of Default under any of the Loan and Security Agreements, other than the Specified Default;
- (b) any of the Debtors fails to perform or defaults under any of the Covenants of the Debtors set out in this Agreement;



- (c) the receipt by the Bank of a demand letter, notice of seizure or requirement for payment from, or the initiation of any other type of collection or enforcement action against either of the Borrowers by any secured party, lien claimant, other encumbrancer, judgment creditor or a person asserting similar rights in any property, Canada Revenue Agency or any other federal or provincial governmental agency or body;
- (d) the Operator Agreement between Burnco Rock Products Ltd. and MGT Management Inc. dated May 1, 2021 is terminated (the “**Operator Agreement**”);
- (e) the purchase order issued by Edco Aggregates Ltd. to MGT Management Inc. is terminated or amended in any way without the prior written consent of the Bank (the “**Edco Purchase Order**”);
- (f) the Bank determines, in its sole and absolute discretion, that an adverse change has occurred in the financial or operational affairs of the Borrowers or the Personal Guarantor or the Bank determines that any collateral subject to the Bank’s security is in jeopardy.

3. **Acknowledgements and Consents of the Debtors**

The Debtors acknowledge and agree that:

- (a) the Recitals to this Agreement are true and correct and form a part of this Agreement;
- (b) the Loan and Security Agreements are legal, valid, binding, and enforceable in accordance with their terms;
- (c) the Debtors are bound by any and all obligations under the Loan and Security Agreements, as applicable, including but not limited to obligations to provide the Bank with all financial and other reporting documents;
- (d) the Specified Default has occurred and have not been waived by the Bank;
- (e) the Debtors are in receipt of demand letters from the Bank along with Notices of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act*, as applicable, each dated March 4, 2022;
- (f) as at March 28, 2022, the Borrowers are indebted for principal and interest to the Bank as follows:

<b>MGT Management Inc.</b>	<b>MGT Aggregate Products Inc.</b>
\$1,040,244.50	\$171,613.02
(the “ <b>Management Principal and Interest</b> ”)	(the “ <b>Aggregate Principal and Interest</b> ”)

(which amounts do not include any Canada Emergency Business Account loans granted to the Borrowers). The Bank has also incurred professional and legal fees on a solicitor and own client basis associated with the Loan and Security Agreements and this Agreement in the amount of \$49,602.54 as at March 31, 2022. Interest, professional and legal fees shall continue to accrue pursuant to the terms of the Loan and Security Agreements and this Agreement until all amounts incurred and borrowings advanced thereunder have been repaid in full (collectively, with the Management Principal and Interest and the Aggregate Principal and Interest, the “**Indebtedness**”);

- (g) as a result of the Specified Default, the Bank is entitled to exercise any of its rights and remedies under any of the Loan and Security Agreements and any applicable legislation;
- (h) the Debtors waive any and all defences that they may have to any claims made by the Bank for repayment of the Indebtedness or otherwise, including claims or defences of the Debtors for set-off, assessment or reduction of the Indebtedness or any portion thereof under the Loan and Security Agreements and this Agreement. The Borrowers hereby consent to the appointment of a receiver over all of their assets and undertakings upon the expiry or termination of the Forbearance Period in the form attached hereto as Schedule “B”. The Debtors hereby consent to judgment for the Indebtedness in the forms attached hereto as Schedule “C” and Schedule “D” (the “**Consent Orders**”), provided that the Consent Orders shall be held in trust by counsel for the Bank and shall only be filed upon the expiry or termination of the Forbearance Period; and
- (i) this Agreement may be brought to the attention of any court or tribunal should it be necessary for the Bank to commence proceedings to enforce its rights and remedies under the Loan and Security Agreements, this Agreement, the Receivership Order or the Consent Orders.

#### 4. Covenants of the Debtors

The Debtors covenant as follows:

- (a) commencing on April 8, 2022, and each Friday thereafter, the Debtors shall provide a report to BDO Canada Limited, as agent for the Bank, regarding the fulfilment of the Edco Purchase Order and all related matters, including the status of the Operator Agreement and the fulfilment of the Borrowers’ obligations regarding same;
- (b) the Debtors shall not terminate or amend the terms of the Edco Purchase Order without the prior written consent of the Bank;
- (c) the Debtors shall immediately inform the Bank of any change or alternation to the Edco Purchase Order requested by Edco Aggregates Ltd.;
- (d) the Debtors shall repay the Indebtedness by no later than July 15, 2022;
- (e) all payments made by the Borrowers from their accounts with the Bank must be done on a pre-funded basis. Any payments made by either Borrower in excess of the amounts

contained in such Borrower's account shall be returned by the Bank if there are insufficient funds in the Borrower's account to make such payment;

- (f) the Borrowers shall remit when due and in accordance with legal requirements:
- (i) premiums payable in respect of employment insurance, Canada Pension Plan, Quebec Pension Plan, and income taxes with respect to employees, where applicable, which amounts are secured by deemed trust in favour of the Crown in right of Canada or any province of Canada; and
  - (ii) goods and services or sales taxes payable by the Borrowers or their customers in connection with the sale of goods and services by the Borrowers to such customers;
- (collectively, the "**CRA Payables**");
- (g) the Borrowers shall pay all unpaid CRA Payables which accrued prior to the Effective Date (the "**Accrued CRA Payables**") and commencing on April 30, 2022, and on the last day of each month thereafter, shall make monthly minimum payments of \$10,000.00 to Canada Revenue Agency in respect of same;
- (h) for each month during the Forbearance Period, and for any months prior to the Effective Date, the Borrowers shall, within 5 business days of each month end, provide the Bank with documentation:
- (i) evidencing all such remittances of CRA Payables and Accrued CRA Payables to Canada Revenue Agency;
  - (ii) relating to any audits performed in respect of the Borrowers by Canada Revenue Agency; and
  - (iii) relating to the Goods and Services Tax, Payroll and Corporate Income Tax Accounts of the Borrowers with Canada Revenue Agency;
- (collectively, the "**CRA Disclosure**");
- (i) the Debtors shall indemnify the Bank and hold the Bank harmless from and against, and shall reimburse the Bank for, all actions, suits, costs, losses, charges, fines, damages and expenses of every nature and kind whatsoever which the Bank may suffer or incur in relation to any CRA Payables and Accrued CRA Payables owing by the Borrowers to Canada Revenue Agency;
  - (j) the Debtors shall provide any and all information to the Bank or its agents, immediately upon the request of the Bank or its agents, including but not limited to interim financial statements, monthly cash-flow statements, accounts receivable, accounts payable, and any other reporting requested by the Bank or its agents;

- (k) the Debtors shall cooperate with the Bank or its agents and to take any steps, deliver any documents as may be reasonably requested by the Bank or its agents to comply with its requirements to provide information and review such information with the Bank or its agents;
- (l) the Borrowers shall not create, incur, assume or suffer to exist any liens upon any of their property or assets, including any tax or other liens, and shall not convey, sell, assign, lease, transfer or otherwise dispose of any of their assets without the prior written consent of the Bank;
- (m) the Borrowers shall not sell any assets or property outside of the ordinary course of business without the consent of the Bank;
- (n) the Borrowers shall not repay any shareholder loan or declare or pay any dividends on, or make any other distributions (whether by reduction of capital or otherwise) with respect to any shares of the Borrowers;
- (o) the Debtors shall cooperate with the Bank and to take any steps, deliver any documents and facilitate or authorize any registrations as may be reasonably requested by the Bank to ensure the perfection and priority of the Loan and Security Agreements, the protection and preservation of the collateral subject to such Loan and Security Agreements, and to preserve the rights and interests of the Bank;
- (p) the Borrowers shall permit the Bank or its agents access at all reasonable times, to all premises where any equipment, inventory and other real and personal property of any Borrower is located and allow the Bank or its agents to inspect, appraise and/or conduct environmental site assessments of the equipment, the personal property, the real property, and all related documents and records (each an “**Appraisal**”); and
- (q) the Debtors shall pay the costs of any Appraisal and all professional fees and legal fees of the Bank on a solicitor and own client basis associated with the Loan and Security Agreements and this Agreement and such fees shall form part of the Indebtedness.

The foregoing are in addition to and not in substitution of the Debtors’ obligations under the Loan and Security Agreements.

5. **Effectiveness**

The Bank’s offer to forbear from exercising its rights and remedies in respect of the Specified Default shall remain open for acceptance by the Debtors until 5:00 p.m. (Calgary time) on April 19, 2022, and is to be accepted by delivery of:

- (a) a duly executed acceptance of this Agreement by the Debtors;
- (b) duly executed copies of all Schedules attached hereto; and
- (c) copies of all documentation requested from the Debtors by BDO Canada Limited.

6. **Tolling**

As of the date hereof and for the duration of the Forbearance Period and thereafter until the termination of the tolling arrangements hereof in the manner provided for below, and whether or not demand for payment or a Notice of Intention to Enforce Security has previously been delivered by the Bank, the Bank and the Debtors hereby agree to toll and suspend the running of the applicable statutes of limitations, laches or other doctrines related to the passage of time in relation to the Loan and Security Agreements, any entitlements arising from the Loan and Security Agreements and any other related matters, and each of the parties confirms that this Agreement is intended to be an agreement to suspend or extend the limitation periods as provided by Section 3 of the *Limitations Act* (Alberta) in accordance with the provisions of Section 7(1) of the *Limitations Act* (Alberta) and any contractual time limitation on the commencement of proceedings, any claims or defences based upon such applicable statute of limitations, contractual limitations, or any time-related doctrine including waiver, estoppel or laches.

The tolling provisions set out above will terminate upon either the Bank or the Debtors providing the other party with 60 days written notice of an intention to terminate the tolling provisions hereof, and upon the expiry of such 60 day notice, and any time provided for under the statutes of limitations, laches, or any other doctrine related to the passage of time in relation to the Loan and Security Agreements, and any other related matters, will recommence running as of the effective date of such notice, and for greater certainty the time during which the limitation period is suspended pursuant to the tolling provisions of this Agreement shall not be included in the computation of any limitation period.

7. **Independent Legal Advice**

The Debtors acknowledge that, in executing and delivering this Agreement they have acted and continue to act freely and without duress. The Debtors confirm that they have had the benefit of independent legal advice in connection with the preparation and negotiation of this Agreement.

8. **No Waiver**

For greater certainty, subject to the Forbearance Period, the Bank has not waived the Specified Default or any other existing or future defaults, and nothing in this Agreement, and no delay on the Bank's part in exercising or enforcing any of its rights or remedies shall constitute or be deemed to constitute a waiver of the Specified Default or any other existing or future defaults.

Nothing herein, nor any continuation of credit or other act or omission to act on the part of the Bank, is intended, nor shall be construed, to constitute a waiver of the Specified Default or a waiver of any other defaults or events of default that currently exist (whether known or unknown) or may hereafter arise under the Loan and Security Agreements.

9. **Time of Essence**

Time shall be of the essence of this Agreement in all respects.

**10. Governing Law**

This Agreement shall be governed by the laws of the Province of Alberta and the laws of Canada applicable therein and the parties hereby attorn to the exclusive jurisdiction of the courts of competent jurisdiction in the Province of Alberta.


**11. Counterparts**

This Agreement may be executed in any number of counterparts and by the undersigned in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page to this Agreement by any of the undersigned by facsimile or "pdf" e-mail transmission shall be effective as delivery of a manually executed copy of this Agreement by such undersigned.


**[Remainder of page left intentionally blank]**

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


**ROYAL BANK OF CANADA**


  
\_\_\_\_\_  
Name: Natalia Naraine  
Title: Manager, Special Loans and Advisory Services

**MGT MANAGEMENT INC.**


By:   
\_\_\_\_\_  
Name: Michael Tomlinson  
Title: President  
I have authority to bind the corporation

**MGT AGGREGATE PRODUCTS INC.**

By:   
\_\_\_\_\_  
Name: Michael Tomlinson  
Title: President  
I have authority to bind the corporation

  
\_\_\_\_\_  
Michael Tomlinson

As to Michael Tomlinson's signature:

By:   
\_\_\_\_\_  
Name: Harry W. Sawchuk (witness)

mc

**SCHEDULE "A"****LOAN AND SECURITY AGREEMENTS**

1. Amended and Restated Loan Agreement between Royal Bank of Canada and MGT Management Inc. dated May 10, 2017 and accepted on May 15, 2017;
2. Loan Amendment Agreement between Royal Bank of Canada and MGT Management Inc. dated June 30, 2020 and accepted on July 3, 2019;
3. Amended and Restated Loan Agreement between Royal Bank of Canada and MGT Management Inc. dated July 2, 2021 and accepted on July 8, 2021;
4. Loan Amendment Agreement between Royal Bank of Canada and MGT Management Inc. dated August 10, 2021 and accepted on August 13, 2021;
5. Visa Agreement between Royal Bank of Canada and MGT Management Inc. dated July 7, 2015;
6. General Security Agreement between Royal Bank of Canada and MGT Management Inc. dated November 17, 2014;
7. General Security Agreement between Royal Bank of Canada and MGT Management Inc. dated April 11, 2018;
8. Security Agreement (Chattel Mortgage) between Royal Bank of Canada and MGT Management Inc. dated September 13, 2018;
9. Mortgage between the Bank and Michael George Tomlinson in the principal amount of \$100,000.00 dated September 28, 2018;
10. Guarantee and Postponement of Claim in the amount of \$897,375.00 executed by Michael Tomlinson in favour of Royal Bank of Canada signed April 10, 2015;
11. Guarantee and Postponement of Claim in the amount of \$320,000.00 executed by Michael Tomlinson in favour of Royal Bank of Canada signed February 18, 2016;
12. Guarantee and Postponement of Claim in the amount of \$1,725,000.00 executed by MGT Aggregate Products Inc. in favour of Royal Bank of Canada signed May 15, 2017;
13. Postponement and Assignment of Claim executed by Michael Tomlinson in favour of Royal Bank of Canada signed April 10, 2015; and
14. Postponement and Assignment of Claim executed by Alcedio Capital Inc. in favour of Royal Bank of Canada signed July 8, 2021.
15. Credit Agreement between Royal Bank of Canada and MGT Aggregate Products Inc. dated July 2, 2021 and accepted on July 8, 2021;



16. General Security Agreement between Royal Bank of Canada and MGT Aggregate Products Inc. dated February 18, 2016;
17. Guarantee and Postponement of Claim in the amount of \$321,533.00 executed by Michael Tomlinson in favour of Royal Bank of Canada signed February 18, 2016;
18. Guarantee and Postponement of Claim in the amount of \$350,000.00 executed by Michael Tomlinson in favour of Royal Bank of Canada signed February 23, 2017;
19. Guarantee and Postponement of Claim in the amount of \$650,000.00 executed by MGT Management Inc. in favour of Royal Bank of Canada signed February 24, 2017;
20. Postponement and Assignment of Claim executed by Michael Tomlinson in favour of Royal Bank of Canada signed February 18, 2016;
21. Postponement and Assignment of Claim executed by Alcedio Capital Inc. in favour of Royal Bank of Canada signed July 7, 2021; and
22. Postponement and Assignment of Claim executed by CTSA Holdings Inc. in favour of Royal Bank of Canada signed July 8, 2021.



## FORBEARANCE AGREEMENT

This Forbearance Extension Agreement (the “**Agreement**”) is made effective as of July 6, 2022 (the “**Effective Date**”) among Royal Bank of Canada (the “**Bank**”), MGT Management Inc., MGT Aggregate Products Inc. (together, the “**Borrowers**”) and Michael Tomlinson (the “**Personal Guarantor**”, together with the Borrowers, the “**Debtors**”).

### RECITALS:

- A. Events of Default have occurred under the Loan and Security Agreements as a result of the Borrowers’ failure to repay all sums of money when due (the “**Specified Default**”);
- B. The Bank and the Debtors subsequently executed a forbearance agreement dated April 11, 2022 (the “**Existing Forbearance Agreement**” together with this Agreement, the “**Forbearance Agreement**”) in which the Bank agreed to forbear from enforcing its rights and remedies on account of the Specified Default;
- C. Subsequent Termination Events have occurred under the terms of the Existing Forbearance Agreement as a result of the delay of the start date of the purchase order issued by Edco Aggregates Ltd. to MGT Management Inc., which constitutes an amendment of such agreement without the prior written consent of the Bank (the “**Subsequent Default**”);
- D. The Debtors have requested that the Bank continue to forbear from exercising its rights and remedies with respect to the Specified Default and the Subsequent Default and have requested that the Bank provide additional time in order to permit the Debtors to repay all amounts owing to the Bank in full;
- E. Subject to the terms and conditions herein, the Bank has agreed to amend the Existing Forbearance Agreement and to continue to forbear from exercising any of its rights and remedies, to the extent only that such rights and remedies are enforceable as a result of the Specified Default and the Subsequent Default; and
- F. Capitalized terms not otherwise defined shall have the meaning given to them in the Existing Forbearance Agreement.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged by each party, the Bank and the Debtors agree as follows:

#### 1. Forbearance

Paragraph 1 of the Existing Forbearance Agreement is amended by deleting “July 15, 2022” and replacing it with “September 30, 2022”.

*me*

## 2. Termination Events

Paragraph 2 of the Existing Forbearance Agreement is deleted in its entirety and replaced with the following:

“Other than as may be consented to in writing by the Bank in its sole discretion, the Debtors agree that the Bank’s agreement to forbear from exercising its rights and remedies in respect of the Specified Default and the Subsequent Default shall terminate, without notice to the Debtors, upon the occurrence of any of the following (each, a “**Termination Event**”):

- (a) the occurrence or notice of any default or Event of Default under any of the Loan and Security Agreements, other than the Specified Default and the Subsequent Default;
- (b) any of the Debtors fails to perform or defaults under any of the Covenants of the Debtors set out in this Agreement;
- (c) the receipt by the Bank of a demand letter, notice of seizure or requirement for payment from, or the initiation of any other type of collection or enforcement action against either of the Borrowers by any secured party, lien claimant, other encumbrancer, judgment creditor or a person asserting similar rights in any property, Canada Revenue Agency or any other federal or provincial governmental agency or body;
- (d) the Operator Agreement between Burnco Rock Products Ltd. and MGT Management Inc. dated May 1, 2021 is amended in any way without the prior written consent of the Bank or if such agreement is terminated (the “**Operator Agreement**”);
- (e) the purchase order issued by Edco Aggregates Ltd. to MGT Management Inc. is amended in any way without the prior written consent of the Bank or if such agreement is terminated (the “**Edco Purchase Order**”);
- (f) the Bank determines, in its sole and absolute discretion, that an adverse change has occurred in the financial or operational affairs of the Borrowers or the Personal Guarantor or the Bank determines that any collateral subject to the Bank’s security is in jeopardy.

For the avoidance of doubt, upon the occurrence of a Termination Event the Bank will be immediately entitled to exercise its rights and remedies in relation to the Specified Default and the Subsequent Default, including but not limited to the immediate filing of any of the Consent Orders and the immediate restriction of access to the current accounts of any of the Borrowers.”

## 3. Covenants of the Debtors

Paragraph 4(d) of the Existing Forbearance Agreement is deleted in its entirety and replaced by the following:

- “(d) the Borrowers shall pay to RBC:

- (i) \$100,000 by no later than July 14, 2022, which shall be applied to the Indebtedness at the discretion of the Bank; and
- (ii) \$300,000 on the earlier of: (1) September 15, 2022; and (2) receipt of the initial deposit pursuant to the terms of the Edco Purchase Order, which shall be applied to the Indebtedness at the discretion of the Bank;”

Paragraph 4(g) of the Existing Forbearance Agreement is deleted in its entirety and replaced with the following:

“(g) MGT Management shall:

- (i) by no later than July 6, 2022, file with the Canada Revenue Agency (“CRA”) evidence of all outstanding CRA Payables (the “CRA Filings”) relating to amounts which accrued prior to the Effective Date and provide evidence of same to the Bank (the “Accrued CRA Payables”);
- (ii) by no later than July 14, 2022, pay \$150,000 to the CRA on account of the Accrued CRA Payables relating to premiums payable in respect of employment insurance, Canada Pension Plan, Quebec Pension Plan, and income taxes with respect to employees, where applicable (the “Source Deductions”), which amounts are secured by deemed trust in favour of the Crown in right of Canada or any province of Canada (the “Source Deduction Payment”). If, based on the CRA Filings or any subsequent decision of CRA:
  - I. the amount owing to CRA by MGT Management on account of Source Deductions is less than \$150,000 (the “Source Deduction Liability”), then the difference between the Source Deduction Payment and the Source Deduction Liability shall be paid to RBC by no later than July 14, 2022. For example, if the Source Deduction Liability in the CRA Filings is \$145,000, the available \$5,000 would be paid to RBC by no later than July 14, 2022, and the payment of such amount would be in addition to any amounts payable to RBC pursuant to the terms of the Forbearance Agreement; or
  - II. the Source Deduction Liability is greater than \$150,000, the difference between the Source Deduction Payment and the Source Deduction Liability shall be paid to CRA by no later than August 15, 2022;”

Paragraph 4 of the Existing Forbearance Agreement is amending by adding the following paragraph 4(r):

“(r) the Borrowers shall complete and submit each of their Annual Financial Statements and corporate tax returns for the year ended 2021, by no later than August 15, 2022.”

#### 4. Acknowledgements and Consents of the Debtors

The Debtors acknowledge and agree that:

- (a) the Recitals to this Agreement are true and correct and form a part of this Agreement;
- (b) all terms, conditions, covenants, representations, warranties, acknowledgements and consents, including but not limited to the Consent Orders, in the Existing Forbearance Agreement not otherwise amended or replaced by this Agreement shall continue in full force and effect;
- (c) the Loan and Security Agreements listed in Schedule "A" hereto are legal, valid, binding, and enforceable in accordance with their terms;
- (d) the Debtors are bound by any and all obligations under the Loan and Security Agreements and the Forbearance Agreement, as applicable, including but not limited to obligations to provide the Bank with all financial and other reporting documents;
- (e) the Specified Default and the Subsequent Default have occurred and have not been waived by the Bank;
- (f) as at July 5, 2022, the Borrowers are indebted for principal and interest to the Bank as follows:

MGT Management Inc.	MGT Aggregate Products Inc.
\$1,056,610.20	\$174,062.31
(the "Management Principal and Interest")	(the "Aggregate Principal and Interest")

(which amounts do not include any Canada Emergency Business Account loans granted to the Borrowers). The Bank has also incurred appraisal fees, professional fees and legal fees on a solicitor and own client basis associated with the Loan and Security Agreements, the Existing Forbearance Agreement and this Agreement in the amount of \$89,365.69 at June 30, 2022. Interest, professional fees and legal fees on a solicitor and own client basis shall continue to accrue pursuant to the terms of the Loan and Security Agreements and the Forbearance Agreement until all amounts incurred and borrowings advanced thereunder have been repaid in full (collectively, with the Management Principal and Interest and the Aggregate Principal and Interest, the "**Indebtedness**");

- (g) as a result of the Specified Default and the Subsequent Default, the Bank is entitled to exercise any of its rights and remedies under any of the Loan and Security Agreements, the Forbearance Agreement and any applicable legislation; and
- (h) the Forbearance Agreement may be brought to the attention of any court or tribunal should it be necessary for the Bank to commence proceedings to enforce its rights and

remedies under the Loan and Security Agreements, this Agreement, the Receivership Order or the Consent Orders.

5. **Effectiveness**

The Bank's offer to forbear from exercising its rights and remedies in respect of the Specified Default and the Subsequent Default shall remain open for acceptance by the Debtors until 5:00 p.m. (Calgary time) on July 6, 2022, and is to be accepted by delivery of a duly executed acceptance of this Agreement by the Debtors.

6. **Tolling**

As of the date hereof and for the duration of the Forbearance Period and thereafter until the termination of the tolling arrangements hereof in the manner provided for below, and whether or not demand for payment or a Notice of Intention to Enforce Security has previously been delivered by the Bank, the Bank and the Debtors hereby agree to toll and suspend the running of the applicable statutes of limitations, laches or other doctrines related to the passage of time in relation to the Loan and Security Agreements, any entitlements arising from the Loan and Security Agreements and any other related matters, and each of the parties confirms that this Agreement is intended to be an agreement to suspend or extend the limitation periods as provided by Section 3 of the *Limitations Act* (Alberta) in accordance with the provisions of Section 7(1) of the *Limitations Act* (Alberta) and any contractual time limitation on the commencement of proceedings, any claims or defences based upon such applicable statute of limitations, contractual limitations, or any time-related doctrine including waiver, estoppel or laches.

The tolling provisions set out above will terminate upon either the Bank or the Debtors providing the other party with 60 days written notice of an intention to terminate the tolling provisions hereof, and upon the expiry of such 60 day notice, and any time provided for under the statutes of limitations, laches, or any other doctrine related to the passage of time in relation to the Loan and Security Agreements, and any other related matters, will recommence running as of the effective date of such notice, and for greater certainty the time during which the limitation period is suspended pursuant to the tolling provisions of this Agreement shall not be included in the computation of any limitation period.

7. **Independent Legal Advice**

The Debtors acknowledge that, in executing and delivering this Agreement they have acted and continue to act freely and without duress. The Debtors confirm that they have had the benefit of independent legal advice in connection with the preparation and negotiation of this Agreement.

8. **No Waiver**

For greater certainty, subject to the Forbearance Period, the Bank has not waived the Specified Default, the Subsequent Default or any other existing or future defaults, and nothing in this Agreement, and no delay on the Bank's part in exercising or enforcing any of its rights or remedies shall constitute or be deemed to constitute a waiver of the Specified Default, the Subsequent Default, or any other existing or future defaults.

Nothing herein, nor any continuation of credit or other act or omission to act on the part of the Bank, is intended, nor shall be construed, to constitute a waiver of the Specified Default, the Subsequent Default, or a waiver of any other defaults or events of default that currently exist (whether known or unknown) or may hereafter arise under the Loan and Security Agreements.

9. **Time of Essence**

Time shall be of the essence of this Agreement in all respects.

10. **Governing Law**

This Agreement shall be governed by the laws of the Province of Alberta and the laws of Canada applicable therein and the parties hereby attorn to the exclusive jurisdiction of the courts of competent jurisdiction in the Province of Alberta.

11. **Counterparts**


This Agreement may be executed in any number of counterparts and by the undersigned in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page to this Agreement by any of the undersigned by facsimile or "pdf" e-mail transmission shall be effective as delivery of a manually executed copy of this Agreement by such undersigned.

**[Remainder of page left intentionally blank]**




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


**ROYAL BANK OF CANADA**

  
\_\_\_\_\_  
Name: Natalia Narpine  
Title: Manager, Special Loans and Advisory Services

**MGT MANAGEMENT INC.**

By:   
\_\_\_\_\_  
Name: Michael Tomlinson  
Title: President  
I have authority to bind the corporation

**MGT AGGREGATE PRODUCTS INC.**

By:   
\_\_\_\_\_  
Name: Michael Tomlinson  
Title: President  
I have authority to bind the corporation

As to Michael Tomlinson's signature:

  
\_\_\_\_\_  
Michael Tomlinson

By:   
\_\_\_\_\_  
Name: Damien Cote (witness)

MC

**SCHEDULE "A"****LOAN AND SECURITY AGREEMENTS**

1. Amended and Restated Loan Agreement between Royal Bank of Canada and MGT Management Inc. dated May 10, 2017 and accepted on May 15, 2017;
2. Loan Amendment Agreement between Royal Bank of Canada and MGT Management Inc. dated June 30, 2020 and accepted on July 3, 2019;
3. Amended and Restated Loan Agreement between Royal Bank of Canada and MGT Management Inc. dated July 2, 2021 and accepted on July 8, 2021;
4. Loan Amendment Agreement between Royal Bank of Canada and MGT Management Inc. dated August 10, 2021 and accepted on August 13, 2021;
5. Visa Agreement between Royal Bank of Canada and MGT Management Inc. dated July 7, 2015;
6. General Security Agreement between Royal Bank of Canada and MGT Management Inc. dated November 17, 2014;
7. General Security Agreement between Royal Bank of Canada and MGT Management Inc. dated April 11, 2018;
8. Security Agreement (Chattel Mortgage) between Royal Bank of Canada and MGT Management Inc. dated September 13, 2018;
9. Guarantee and Postponement of Claim in the amount of \$897,375.00 executed by Michael Tomlinson in favour of Royal Bank of Canada signed April 10, 2015;
10. Guarantee and Postponement of Claim in the amount of \$320,000.00 executed by Michael Tomlinson in favour of Royal Bank of Canada signed February 18, 2016;
11. Guarantee and Postponement of Claim in the amount of \$1,725,000.00 executed by MGT Aggregate Products Inc. in favour of Royal Bank of Canada signed May 15, 2017;
12. Postponement and Assignment of Claim executed by Michael Tomlinson in favour of Royal Bank of Canada signed April 10, 2015; and
13. Postponement and Assignment of Claim executed by Alcedio Capital Inc. in favour of Royal Bank of Canada signed July 8, 2021.
14. Credit Agreement between Royal Bank of Canada and MGT Aggregate Products Inc. dated July 2, 2021 and accepted on July 8, 2021;
15. General Security Agreement between Royal Bank of Canada and MGT Aggregate Products Inc. dated February 18, 2016;

16. Guarantee and Postponement of Claim in the amount of \$321,533.00 executed by Michael Tomlinson in favour of Royal Bank of Canada signed February 18, 2016;
17. Guarantee and Postponement of Claim in the amount of \$350,000.00 executed by Michael Tomlinson in favour of Royal Bank of Canada signed February 23, 2017;
18. Guarantee and Postponement of Claim in the amount of \$650,000.00 executed by MGT Management Inc. in favour of Royal Bank of Canada signed February 24, 2017;
19. Postponement and Assignment of Claim executed by Michael Tomlinson in favour of Royal Bank of Canada signed February 18, 2016;
20. Postponement and Assignment of Claim executed by Alcedio Capital Inc. in favour of Royal Bank of Canada signed July 7, 2021; and
21. Postponement and Assignment of Claim executed by CTSA Holdings Inc. in favour of Royal Bank of Canada signed July 8, 2021.

05/10/2011

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<b>Reply Attention of</b>	Kourtney Rylands
<b>Direct Line</b>	403.355.3326
<b>Email Address</b>	kourtney.rylands@mcmillan.ca
<b>Our File No.</b>	289096
<b>Date</b>	July 13, 2022

**DELIVERED BY EMAIL**

MGT Aggregate Products Inc.  
201-110 Pelican Place  
Sylvan Lake, Alberta  
T4S 1K2

MGT Management Inc.  
c/o LLF Lawyers LLP  
332 Aylmer Street N.  
Peterborough, Ontario  
K9J 7H4

Dear Sirs:

**Re: Forbearance Agreement among MGT Management Inc., MGT Aggregate Products Inc. (together, the “Borrowers”) and Michael Tomlinson (the “Personal Guarantor”, together with the Borrowers, the “Debtors”) and Royal Bank of Canada (the “Bank”) dated April 11, 2022 and amended July 6, 2022 (collectively, the “Forbearance Agreement”)**

We are counsel for the Bank with respect to the above-referenced matter. All capitalized terms not otherwise defined shall have the meaning given to them in the Forbearance Agreement. We hereby give you notice that a Termination Event has occurred and is continuing as a consequence of the Borrowers’ failure to make the required filings with respect to the Accrued CRA Payables. The Debtors may cure the Termination Event on the following conditions:

1. The Debtors shall make all required filings on account of the Accrued CRA payables by no later than July 25, 2022, at 5pm and provide evidence of same; and
2. The Debtors shall make the required aggregate payment of \$250,000 under the terms of the Forbearance Agreement by no later than July 14, 2022, at 5pm to counsel for the Debtors to be held in trust by counsel and only released with the consent of the Bank.

Nothing contained in this letter shall confer on the Borrowers or the Personal Guarantor any additional right to notice or cure periods with respect to any Termination Event or Event of Default. The Bank continues to reserve all of its rights and remedies, including those under the Loan Agreements and the Forbearance Agreement.

Yours truly,



Kourtney Rylands  
McMillan LLP







Reply to the Attention of: Kourtney Rylands  
Direct Line: 403.355.3326  
Email Address: kourtney.rylands@mcmillan.ca  
Date: July 27, 2022

## EMAIL

Harry W. Sawchuk  
Barrister & Solicitor  
Rowanoak Law Office LLP  
#201, 110 Pelican Place  
Sylvan Lake, AB T4S 1K2  
Email: harry.sawchuk@rowanoaklaw.com

Dear Harry,

**Re: Forbearance Agreement dated April 11, 2022 (the "Existing Forbearance Agreement"), among Royal Bank of Canada ("RBC" or the "Bank"), MGT Management Inc. ("MGT Management"), MGT Aggregate Products Inc. ("MGT Aggregate") and Michael Tomlinson as amended by an Extension Agreement dated July 6, 2022 (the "Extension Agreement" along with the Existing Forbearance Agreement, the "Forbearance Agreement")**

As you know we act as counsel for RBC with respect to the above noted matter. Pursuant to the terms of the Extension Agreement MGT Management is required to repay \$100,000 to the Bank and \$150,000 of the Source Deduction Liability to CRA by July 14, 2022, and any further amounts owing on account of the Source Deduction Liability by August 15, 2022.

As you know on July 20, 2022, MGT Management and MGT Aggregate advised the Bank that the aggregate Source Deduction Liability for both companies has been calculated to be \$254,549.37 (not including late filing interest and penalties). We also acknowledge that you continue to hold in trust the amount of \$250,000 from MGT Management and MGT Aggregate which amount cannot be released without the consent of the Bank (the "**Trust Funds**").

Given the recent discovery that the Source Deduction Liability for both MGT Management and MGT Aggregate is significantly higher than previously estimated by the companies, the Bank directs that the Trust Funds be released on the following conditions:

1. The Trust Funds be released to MGT Management and MGT Aggregate and immediately paid to CRA to reduce the Source Deduction Liability for both MGT Management and MGT Aggregate, with evidence of same to be provided to the Bank within one (1) business day;

2. MGT Management and MGT Aggregate shall immediately pay an additional \$4,549.37 to CRA to permanently repay the Source Deduction Liability for both companies, with evidence of same shall be provided to the Bank within one (1) business day;
3. MGT Management shall pay \$100,000 to RBC by no later than August 15, 2022; and
4. The Bank and the Debtors acknowledge and agree that the contents of this letter amend the terms of the Forbearance Agreement. All other terms and conditions of the Forbearance Agreement remain in full force and effect, including but not limited to the obligations of both MGT Management and MGT Aggregate to make ongoing payments for current source deduction and GST amounts and any interest and penalties which may be assessed by CRA, once such amounts are determined.

Please note your acceptance by signing the acknowledgement noted below.

---

**MGT MANAGEMENT INC.**

---

**MGT AGGREGATE PRODUCTS INC.**

---

**MICHAEL TOMLINSON**

Sincerely,



Kourtney Rylands



# EXHIBIT "Q"

**This is Exhibit "Q" referred to in the  
Affidavit of Natalia Naraine Sworn  
before me this 21st  
day of November, 2022.**

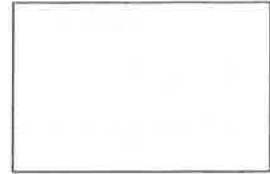


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**A Commissioner for Oaths in  
and for the Province of Alberta**

Melanie Cheddi  
Barrister & Solicitor

Clerk's Stamp:



COURT FILE NUMBER

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JUDICIAL CENTRE OF

APPLICANT:

RESPONDENT(S):

DOCUMENT

CONTACT INFORMATION OF

PARTY FILING THIS

DOCUMENT:

COURT OF QUEEN'S BENCH OF ALBERTA

CALGARY

ROYAL BANK OF CANADA

MGT MANAGEMENT INC. and MGT

AGGREGATE PRODUCTS INC.

**CONSENT RECEIVERSHIP ORDER**

**McMillan LLP**

**#1700, 421 – 7<sup>th</sup> Ave SW**

**Calgary, AB T2P 4K9**

**Attention: Kourtney Rylands/Preet Saini**

**Telephone: (403) 35.-3326/(403) 531.4716**

**Fax: (403) 531.4720**

**Email: RBCOS@mcmillan.ca**

**File No. 289096**

**DATE ON WHICH JUDGMENT WAS PRONOUNCED:** \_\_\_\_\_

**LOCATION WHERE THIS ORDER WAS PRONOUNCED:** \_\_\_\_\_

**NAME OF JUDGE WHO GRANTED THIS ORDER:** \_\_\_\_\_

UPON the application of Royal Bank of Canada (“RBC”) in respect of MGT MANAGEMENT INC. and MGT AGGREGATE PRODUCTS INC. (the “Debtors”); AND UPON having read the Application, the Affidavit of \_\_\_\_\_; and the Affidavit of Service of \_\_\_\_\_, filed; AND UPON reading the consent of \_\_\_\_\_ to act as interim receiver and receiver and manager (the “Receiver”) of the Debtors, filed; AND UPON noting the consent endorsed hereon of the Debtors; AND UPON hearing counsel for RBC, counsel for the proposed Receiver and any other counsel or other interested parties present; **IT IS HEREBY ORDERED AND DECLARED THAT:**

***SERVICE***

1. The time for service of the notice of application for this order (the “Order”) is hereby abridged and deemed good and sufficient.

***APPOINTMENT***

2. Pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the “BIA”), and sections 13(2) of the *Judicature Act*, R.S.A. 2000, c.J-2, 99(a) of the *Business Corporations Act*, R.S.A. 2000, c.B-9, and 65(7) of the *Personal Property Security Act*, R.S.A. 2000, c.P-7 \_\_\_\_\_ is hereby appointed Receiver, without security, of all of the Debtors' current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the “Property”).

***RECEIVER'S POWERS***

3. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
  - (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property, which shall include the Receiver's ability to abandon, dispose of or otherwise release any interest in any of the Debtors' real property, or any right in any immovable, and any license or authorization issued by the Alberta Energy Regulator, or any other

similar government authority, in respect of such interest in real property or immoveable, including pursuant to section 14.06(4) of the BIA;

- (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (g) to settle, extend or compromise any indebtedness owing to or by the Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtors;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such

proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in this Order shall authorize the Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court;

- (k) to market any or all the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:
  - (i) without the approval of this Court in respect of any transaction not exceeding \$50,000, provided that the aggregate consideration for all such transactions does not exceed \$100,000; and
  - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,

and in each such case notice under subsection 60(8) of the *Personal Property Security Act*, R.S.A. 2000, c. P-7 or any other similar legislation in any other province or territory shall not be required.

- (m) to apply for any vesting order or other orders (including, without limitation, confidentiality or sealing orders) necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (o) to register a copy of this Order and any other orders in respect of the Property against title to any of the Property, and when submitted by the Receiver for

registration this Order shall be immediately registered by the Registrar of Land Titles of Alberta, or any other similar government authority, notwithstanding Section 191 of the *Land Titles Act*, RSA 2000, c. L-4, or the provisions of any other similar legislation in any other province or territory, and notwithstanding that the appeal period in respect of this Order has not elapsed and the Registrar of Land Titles shall accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtors and not in its personal capacity;

- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and
- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons, including the Debtors, and without interference from any other Person (as defined below).

***DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER***

4. (i) The Debtors, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being “Persons” and each being a “Person”) shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property

(excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.

5. All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.
  
6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names, and account numbers that may be required to gain access to the information.

***NO PROCEEDINGS AGAINST THE RECEIVER***

7. No proceeding or enforcement process in any court or tribunal (each, a “**Proceeding**”), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

***NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY***

8. No Proceeding against or in respect of the Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors or the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall: (i) prevent any Person from commencing a proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such proceeding is not commenced before the expiration of the stay provided by this paragraph; and (ii) affect a Regulatory Body’s investigation in respect of the Debtors or an action, suit or proceeding that is taken in respect of the Debtors by or before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body or the Court. “**Regulatory Body**” means a person or body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a Province.

***NO EXERCISE OF RIGHTS OF REMEDIES***

9. All rights and remedies of any Person, whether judicial or extra-judicial, statutory or non-statutory (including, without limitation, set-off rights) against or in respect of the Debtors or the Receiver or affecting the Property are hereby stayed and suspended and shall not be commenced, proceeded with or continued except with leave of this Court, provided, however, that nothing in this Order shall:
- (a) empower the Debtors to carry on any business that the Debtors is not lawfully entitled to carry on;
  - (b) prevent the filing of any registration to preserve or perfect a security interest;
  - (c) prevent the registration of a claim for lien; or
  - (d) exempt the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment.



10. Nothing in this Order shall prevent any party from taking an action against the Applicant where such an action must be taken in order to comply with statutory time limitations in order to preserve their rights at law, provided that no further steps shall be taken by such party except in accordance with the other provisions of this Order, and notice in writing of such action be given to the Monitor at the first available opportunity.

***NO INTERFERENCE WITH THE RECEIVER***

11. No Person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtors, except with the written consent of the Debtors and the Receiver, or leave of this Court

***CONTINUATION OF SERVICES***

12. All persons having:

- (a) statutory or regulatory mandates for the supply of goods and/or services; or
- (b) oral or written agreements or arrangements with the Debtors, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation, services, utility or other services to the Debtors

are hereby restrained until further order of this Court from discontinuing, altering, interfering with, suspending or terminating the supply of such goods or services as may be required by the Debtors or exercising any other remedy provided under such agreements or arrangements. The Debtors shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the usual prices or charges for all such goods or services received after the date of this Order are paid by the Debtors in accordance with the payment practices of the Debtors, or such other practices as may be agreed upon by the supplier or service provider and each of the Debtors and the Receiver, or as may be ordered by this Court.

***RECEIVER TO HOLD FUNDS***

13. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever,

including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the “**Post Receivership Accounts**”) and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

### **EMPLOYEES**

14. Subject to employees’ rights to terminate their employment, all employees of the Debtors shall remain the employees of the Debtors until such time as the Receiver, on the Debtor’s behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, S.C. 2005, c.47 (“**WEPPA**”).
  
15. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a “**Sale**”). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

**LIMITATION ON ENVIRONMENTAL LIABILITIES**

16. (a) Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:
- (i) before the Receiver's appointment; or
  - (ii) after the Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.
- (b) Nothing in sub-paragraph (a) exempts a Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.
- (c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph (a) hereof, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, the Receiver is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,
- (i) if, within such time as is specified in the order, within 10 days after the order is made if no time is so specified, within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, or during the period of the stay referred to in clause (ii) below, the Receiver:
    - A. complies with the order, or
    - B. on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;
  - (ii) during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within 10 days after the order is made or within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, by,

- A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the Receiver to contest the order; or
  - B. the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or
- (iii) if the Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

***LIMITATION ON THE RECEIVER'S LIABILITY***

17. Except for gross negligence or wilful misconduct, as a result of its appointment or carrying out the provisions of this Order the Receiver shall incur no liability or obligation that exceeds an amount for which it may obtain full indemnity from the Property. Nothing in this Order shall derogate from any limitation on liability or other protection afforded to the Receiver under any applicable law, including, without limitation, Section 14.06, 81.4(5) or 81.6(3) of the BIA.

***RECEIVER'S ACCOUNTS***

18. The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case, incurred at their standard rates and charges. The Receiver and counsel to the Receiver shall be entitled to the benefits of and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for their professional fees and disbursements incurred both before and after the making of this Order in respect of these proceedings, and the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person but subject to section 14.06(7), 81.4(4) and 81.6(2) of the BIA.
19. The Receiver and its legal counsel shall pass their accounts from time to time.
20. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including the legal fees and disbursements, incurred at the normal rates and

charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

***FUNDING OF THE RECEIVERSHIP***

21. The Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$50,000 (or such greater amount as this Court may by further order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges set out in sections 14.06(7), 81.4(4) and 81.6(2) of the BIA.
22. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
23. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.
24. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

25. The Receiver shall be allowed to repay any amounts borrowed by way of Receiver's Certificates out of the Property or any proceeds, including any proceeds from the sale of any assets without further approval of this Court.

***ALLOCATION***

26. Any interested party may apply to this Court on notice to any other party likely to be affected, for an order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the various assets comprising the Property.

***GENERAL***

27. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
28. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Receiver will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence. The Receiver's reports shall be filed by the Court Clerk notwithstanding that they do not include an original signature.
29. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.
30. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any foreign jurisdiction to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Receiver in any foreign proceeding, or to assist the Receiver and its agents in carrying out the terms of this Order.
31. The Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and that the Receiver is

authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

32. The Plaintiff shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis, including legal costs on a solicitor-client full indemnity basis, to be paid by the Receiver from the Debtors' estate with such priority and at such time as this Court may determine.
33. Any interested party may apply to this Court to vary or amend this Order on not less than 7 days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

***FILING***

34. The Receiver shall establish and maintain a website in respect of these proceedings to be made publicly available and shall post there as soon as practicable:
- (a) all materials prescribed by statute or regulation to be made publicly available; and
  - (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, or served upon it, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.
35. Service of this Order shall be deemed good and sufficient by:
- (a) serving the same on:
    - (i) the persons listed on the service list created in these proceedings or otherwise served with notice of these proceedings;
    - (ii) any other person served with notice of the application for this Order;
    - (iii) any other parties attending or represented at the application for this Order;and
  - (b) posting a copy of this Order on the Receiver's Website

and service on any other person is hereby dispensed with.

36. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

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**Justice of the Court of Queen's Bench of Alberta**

**ALL OF THE FOREGOING CONSENTED AND AGREED TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022 BY:**

**Rowanoak Law Office LLP**

Per: 

Name: Harry W. Sawchuk

Counsel for MGT Management Inc. and MGT Aggregate Products Inc.

**MCMILLAN LLP**

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Name: Kourtney Rylands  
Counsel for Royal Bank of Canada



**SCHEDULE "A"**  
**RECEIVER CERTIFICATE**

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

37. THIS IS TO CERTIFY that \_\_\_\_\_, the interim receiver and receiver and manager (the "**Receiver**") of all of the assets, undertakings and properties of **MGT MANAGEMENT INC.** and **MGT AGGREGATE PRODUCTS INC.** appointed by Order of the Court of Queen's Bench of Alberta and Court of Queen's Bench of Alberta in Bankruptcy and Insolvency (collectively, the "**Court**") dated the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (the "**Order**") made in action numbers \_\_\_\_\_, \_\_\_\_\_, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ \_\_\_\_\_, being part of the total principal sum of \$ \_\_\_\_\_ that the Receiver is authorized to borrow under and pursuant to the Order.
38. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [**daily**] [**monthly not in advance on the \_\_\_\_\_ day of each month**] after the date hereof at a notional rate per annum equal to the rate of \_\_\_\_\_ per cent above the prime commercial lending rate of Bank of \_\_\_\_\_ from time to time.
39. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
40. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at \_\_\_\_\_.
41. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
42. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

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43. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_, solely in its capacity as Receiver of the Property (as defined in the Order), and not in its personal capacity

Per: \_\_\_\_\_  
Name:  
Title:

me

# EXHIBIT "R"

**This is Exhibit "R" referred to in the  
Affidavit of Natalia Naraine Sworn  
before me this 21st  
day of November, 2022.**



**A Commissioner for Oaths in  
and for the Province of Alberta**

Melanie Cheddi  
Barrister & Solicitor

COURT FILE NUMBER

Clerk's Stamp

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY

PLAINTIFF

ROYAL BANK OF CANADA

DEFENDANTS

MGT AGGREGATE PRODUCTS INC., MGT MANAGEMENT INC., and MICHAEL TOMLINSON

DOCUMENT

**CONSENT JUDGMENT AGAINST MICHAEL TOMLINSON**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

**McMillan LLP**  
#1700, 421 – 7<sup>th</sup> Ave SW  
Calgary, AB T2P 4K9

**Attention: Kourtney Rylands/Preet Saini**  
Telephone: (403) 355.3326/(403) 531.4716  
Fax: (403) 531.4720  
File No. 289096

**DATE ON WHICH JUDGMENT WAS PRONOUNCED:** \_\_\_\_\_

**LOCATION WHERE THIS ORDER WAS PRONOUNCED:** \_\_\_\_\_

**NAME OF MASTER WHO GRANTED THIS JUDGMENT:** \_\_\_\_\_

**UPON** the application of the plaintiff, Royal Bank of Canada (“RBC”); **AND UPON NOTING** the consent of the Defendant, Michael Tomlinson., as guarantor, (“**M. Tomlinson**”) to the granting of Judgment in this Action in the Judicial District of Calgary; **AND UPON REVIEWING** the affidavit confirming any payments made to the outstanding indebtedness and received by RBC between the dates indicated below and setting out the fees, costs, expenses, and legal fees on a solicitor and own client basis incurred by RBC;

**IT IS HEREBY ORDERED AS FOLLOWS:**

1. RBC shall be granted final judgment against M. Tomlinson in the amount of
  - a. \$220,665.08 plus per diem interest of \$36.09, at the rate of the Bank’s Prime Interest Rate of 2.70% plus 5.00%, on the amount of \$220,665.08 , calculated between March 3, 2022 and to the date of this Consent Judgment, being \_\_\_\_\_ as of \_\_\_\_\_, (the “**Principal and Interest**”), less all payments of \$ \_\_\_\_\_ made towards the Principal and Interest

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and received by RBC against the Principal and Interest between March 3, 2022 and the date of this Consent Judgment, (the "Judgment Amount"). For further clarity, the Judgment Amount as of the date of this Consent Judgment is \_\_\_\_\_; and

b. all fees, costs, expenses, legal fees and professional fees in the amount of \$ \_\_\_\_\_ (the "Fees"). For further clarity the Fees as of the date of this Consent Judgment are \_\_\_\_\_.

2. This Consent Judgment may be consented to electronically or by facsimile, and may be executed in counterparts, each of which shall be considered effective as an original signature.

\_\_\_\_\_  
**M.C.Q.B.A**

**CONSENTED TO** this \_\_\_\_ day of \_\_\_\_\_, 2022  
**McMillan LLP**

**CONSENTED TO** this 18<sup>th</sup> day of April, 2022  
**Rowanoak Law Office LLP**

\_\_\_\_\_  
Per: **Kourtney Rylands/Preet Saini**  
Counsel for RBC

  
\_\_\_\_\_  
Per: **Harry W. Sawchuk**  
Counsel for M. Tomlinson

*MR*



COURT FILE NUMBER

Clerk's Stamp

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY

PLAINTIFF

ROYAL BANK OF CANADA

DEFENDANTS

MGT MANAGEMENT INC., MGT AGGREGATE PRODUCTS INC., and MICHAEL TOMLINSON

DOCUMENT

**CONSENT JUDGMENT AGAINST MICHAEL TOMLINSON**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

**McMillan LLP**  
#1700, 421 - 7<sup>th</sup> Ave SW  
Calgary, AB T2P 4K9

**Attention: Kourtney Rylands/Preet Saini**  
Telephone: (403) 355.3326/(403) 531.4716  
Fax: (403) 531.4720  
File No. 289096

**DATE ON WHICH JUDGMENT WAS PRONOUNCED:** \_\_\_\_\_

**LOCATION WHERE THIS ORDER WAS PRONOUNCED:** \_\_\_\_\_

**NAME OF MASTER WHO GRANTED THIS JUDGMENT:** \_\_\_\_\_

**UPON** the application of the plaintiff, Royal Bank of Canada ("RBC"); **AND UPON NOTING** the consent of the Defendant, Michael Tomlinson., as guarantor, ("M. Tomlinson") to the granting of Judgment in this Action in the Judicial District of Calgary; **AND UPON REVIEWING** the affidavit confirming any payments made to the outstanding indebtedness and received by RBC between the dates indicated below and setting out the fees, costs, expenses, and legal fees on a solicitor and own client basis incurred by RBC;

**IT IS HEREBY ORDERED AS FOLLOWS:**

1. RBC shall be granted final judgment against M. Tomlinson in the amount of
  - a. \$1,086,064.44 plus per diem interest of \$218.65, at the rate of the Bank's Prime Interest Rate of 2.70% plus 5.00%, on the amount of \$1,086,064.44, calculated between March 3, 2022 and to the date of this Consent Judgment, being \_\_\_\_\_ as of \_\_\_\_\_, (the "Principal and Interest"), less all payments of \$ \_\_\_\_\_ made towards the Principal and Interest

and received by RBC against the Principal and Interest between March 3, 2022 and the date of this Consent Judgment, (the "**Judgment Amount**"). For further clarity, the Judgment Amount as of the date of this Consent Judgment is \_\_\_\_\_; and


- b. all fees, costs, expenses, legal fees and professional fees in the amount of \$ \_\_\_\_\_ (the "**Fees**"). For further clarity the Fees as of the date of this Consent Judgment are \_\_\_\_\_.
2. This Consent Judgment may be consented to electronically or by facsimile, and may be executed in counterparts, each of which shall be considered effective as an original signature.

\_\_\_\_\_  
**M.C.Q.B.A**

**CONSENTED TO** this \_\_\_\_ day of \_\_\_\_\_, 2022  
**McMillan LLP**

**CONSENTED TO** this 18<sup>th</sup> day of April, 2022  
**Rowanoak Law Office LLP**

\_\_\_\_\_  
Per: **Kourtney Rylands/Preet Saini**  
Counsel for RBC

  
\_\_\_\_\_  
Per: **Harry W. Sawchuk**  
Counsel for M. Tomlinson

MC



# EXHIBIT "S"

This is Exhibit "S" referred to in the  
Affidavit of Natalia Naraine Sworn  
before me this 21st  
day of November, 2022.



A Commissioner for Oaths in  
and for the Province of Alberta

Melanie Cheddi  
Barrister & Solicitor



**Reply Attention of** Kourtney Rylands  
**Direct Line** 403.355.3326  
**Email Address** kourtney.rylands@mcmillan.ca  
**Our File No.** 289096  
**Date** October 4, 2022

**DELIVERED BY EMAIL**

MGT Aggregate Products Inc.  
 201-110 Pelican Place  
 Sylvan Lake, Alberta  
 T4S 1K2

MGT Management Inc.  
 c/o LLF Lawyers LLP  
 332 Aylmer Street N.  
 Peterborough, Ontario  
 K9J 7H4  
 Email: mg.tomlinson@live.ca

Harry W. Sawchuk  
 Barrister & Solicitor  
 Rowanoak Law Office LLP  
 #201, 110 Pelican Place  
 Sylvan Lake, AB T4S 1K2  
 Email: harry.sawchuk@rowanoaklaw.com

Dear Sirs:

**Re: Forbearance Agreement dated April 11, 2022, as amended by an Extension Agreement dated July 6, 2022 and Amendment Letters dated July 13, 2022 and July 27, 2022 (collectively, the “Forbearance Agreement”) among Royal Bank of Canada (“RBC” or the “Bank”), MGT Management Inc., MGT Aggregate Products Inc. (together, the “Borrowers”) and Michael Tomlinson (together with the Borrowers, the “Debtors**

As you know, we are counsel for the Bank with respect to the above-referenced matter. All capitalized terms not otherwise defined shall have the meaning given to them in the Forbearance Agreement.

The Debtors are indebted to the bank pursuant to the terms of the loan and security agreements listed in the Forbearance Agreement (collectively, the “**Loan and Security**”



**Agreements**”). The Bank and the Debtors entered into a Forbearance Agreement on April 11, 2022, following the occurrence of the Specified Defaults. Subsequent Termination Events occurred under the terms of the Forbearance Agreement, and the Bank entered into a Forbearance Extension Agreement with the Debtors on July 6, 2022, which, *inter alia*, extended the Forbearance Period until September 30, 2022 and provided the Debtors an opportunity to cure the Termination Events. Following the occurrence of additional Termination Events, which occurred as a consequence of the Borrowers’ failure to make the required filings with respect to the CRA Payables, the Bank once again agreed to amend the Forbearance Agreement by way of Amendment Letters dated July 13, 2022 and July 27, 2022 in order to provide the Debtors with additional time to make the required payment to the Bank and to pay the CRA Payables.

Despite the additional time provided to the Debtors by the Bank, we hereby give you notice that additional Termination Events have occurred and are continuing under the terms of the Forbearance Agreement including, without limitation, as a consequence of the following (the “**September Termination Events**”):

1. failure of the Borrowers to pay to the Bank \$300,000 by September 30, 2022 (the “**Payment**”);
2. failure of the Borrowers to remit when due and in accordance with legal requirements all CRA Payables;
3. failure of the Borrowers to provide the Bank with CRA Documentation; and
4. the termination of the Edco Purchase Order, without the prior written consent of the Bank, by reason of the work on the Edco Purchase Order not commencing.

In light of the above, the Bank has also determined that the collateral subject to the Bank’s security is in jeopardy and an adverse change has occurred in the financial or operational affairs of the Borrowers.

**We confirm that we are in receipt of your email dated September 26, 2022 in which you request and extension of the Forbearance Period. Given the occurrence and continuance of the September Termination Events, the Bank cannot accept your request to extend the Forbearance Period at this time. We therefore confirm that the Forbearance Period expired on September 30, 2022. The Bank has made numerous attempts to assist the Debtors to meet their obligations under the Forbearance Agreement and the Debtors continue to be unable to satisfy the same.**

Pursuant to the Loan and Security Agreements and the Forbearance Agreement, the Bank is entitled to exercise all the its rights and remedies available to it under the Loan and Security Documents, the Consent Receivership Order and the Consent Judgments attached as Schedule “B”, Schedule “C” and Schedule “D” to the Forbearance Agreement, and such other rights and remedies as are otherwise available to the Bank at law. Without limiting the generality of the foregoing, the Bank is entitled to freeze any and all of the Borrowers’ accounts and to set off or consolidate any

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credit balances in such accounts. On behalf of the Bank, we hereby notify you of the Bank's intention to exercise such rights in its discretion from and after October 4, 2022.

Please be advised that the Bank will be seeking Court time with the Court of King's Bench of Alberta for the purpose of entering the Consent Receivership Order and the Consent Judgments.

Nothing contained in this letter shall confer on the Borrowers or the Personal Guarantor any right to notice or cure periods with respect to any Termination Event or Event of Default nor is anything contained in this letter a commitment by the Bank with respect to the enforcement of its rights before October 4, 2022. The Bank continues to reserve all of its rights and remedies, including those under the Loan and Security Agreements and the Forbearance Agreement.

Yours truly,



Kourtney Rylands  
McMillan LLP

# EXHIBIT "T"

**This is Exhibit "T" referred to in the  
Affidavit of Natalia Naraine Sworn  
before me this 21st  
day of November, 2022.**



**A Commissioner for Oaths in  
and for the Province of Alberta**

Melanie Cheddi  
Barrister & Solicitor

Operations and Risk Management

Albertans working—a safe, healthy and strong Alberta.



October 05, 2022

9912 - 107 Street  
PO Box 2415  
Edmonton AB T5J 2S5

Phone: 780-498-3999  
Fax: 780-498-7999  
Website: www.wcb.ab.ca  
Toll Free: 1-866-922-9221

ROYAL BANK OF CANADA  
3715 47 AVE  
SYLVAN LAKE AB T4S 0C8

Account Number: 7427420

Dear Sir/Madam:

**RE: Demand to Pay**

The WCB-Alberta account of MGT MANAGEMENT INC. is due \$33,890.50.

WCB has priority over amounts held on the account of, or owing to, MGT MANAGEMENT INC. under Section 129 of the Workers' Compensation Act.

The attached Demand requires you to pay the WCB the amount you owe MGT MANAGEMENT INC., up to the amount due. Failure to remit payment may result in WCB initiating legal proceedings to obtain the funds in your possession. If a third party disputes payment, we will indemnify you for actions relating to your honoring this Demand.

Upon receipt, the attached Demand remains in effect for 30 days. Any monies owed to, or earned by, MGT MANAGEMENT INC. during this period must be paid to the WCB. Please respond within 10 business days from this letter to indicate when payment can be expected. I can be contacted at 403-517-6173.

Sincerely,

**Jane Bunnage**  
Employer Account Services C1

IN THE MATTER OF:

THE WORKERS' COMPENSATION ACT  
R.S.A. 2000 c.W-15, as amended

Creditor

And

IN THE MATTER OF:

MGT MANAGEMENT INC.  
7 CALDWELL PT  
SYLVAN LAKE AB T4S 0N4

Debtor

TO: ROYAL BANK OF CANADA

**DEMAND TO PAY**

Take NOTICE The Workers' Compensation Board (WCB) hereby Demands you pay the WCB the amount of money you owe to MGT MANAGEMENT INC. or the sum of \$33,890.50, whichever is less.

Take further NOTICE that in default of payment, you may be responsible to the WCB for the said amount and be subject to legal proceedings together with costs and interest.

DATED at the City of Edmonton, in the Province of Alberta, this 5th of October, 2022.



**Jane Bunnage**

# EXHIBIT "U"

This is Exhibit "U" referred to in the  
Affidavit of Natalia Naraine Sworn  
before me this 21st  
day of November, 2022.



A Commissioner for Oaths in  
and for the Province of Alberta

Melanie Cheddi  
Barrister & Solicitor





COURT FILE NUMBER:

COURT

COURT OF KING'S BENCH  
OF ALBERTA

JUDICIAL CENTRE

CALGARY

PLAINTIFF

ROYAL BANK OF CANADA

DEFENDANTS

MGT MANAGEMENT INC, MGT  
AGGREGATE PRODUCTS INC. and  
MICHAEL TOMLINSON

DOCUMENT

**CONSENT TO ACT**

ADDRESS FOR SERVICE  
AND CONTACT  
INFORMATION OF  
PARTY FILING THIS  
DOCUMENT

**McMillan LLP**  
#1700, 421 – 7th Ave SW  
Calgary, AB T2P 4K9

**Kourtney Rylands**  
Telephone: (403) 355.3326  
Fax: (403) 531.4720  
Email: kourtney.rylands@mcmillan.ca

**Preet Saini**  
Telephone: (403) 531.4716  
Fax: (403) 531.4720  
Email: preet.saini@mcmillan.ca  
File No. 289096

**CONSENT TO ACT AS RECEIVER AND MANAGER**

BDO Canada Limited, a licensed trustee, hereby consents to be appointed as receiver and manager of MGT Management Inc. and MGT Aggregate Products Inc. in the within matter.

DATED at the City of Hamilton, in the Province of Ontario, this 13 day of October, 2022.

**BDO CANADA LIMITED**



Per: \_\_\_\_\_  
Name: Christopher Mazur, CIRP, LIT  
Title: Partner/Senior Vice President

MC