Clerk's Stamp:

COURT FILE NUMBER	2601-01599
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
PLAINTIFF	NATIONAL BANK OF CANADA
DEFENDANTS	640 HOLDINGS LTD., POSITIVE LIFE CONCEPTS INC., LUC BÉRIAULT and JEAN BÉRIAULT
DOCUMENT	**AFFIDAVIT NO. 1 OF CHRISTOPHER CAMERON**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	**Burnet, Duckworth & Palmer LLP** 2400, 525 – 8th Avenue SW Calgary, Alberta T2P 1G1 Lawyer: David LeGeyt / Jessica MacKinnon Phone Number: (403) 260-0210 / 0112 Fax Number: (403) 260-0332 Email Address: dlegeyt@bdplaw.com / jmackinnon@bdplaw.com File No. 79621-3

AFFIDAVIT OF CHRISTOPHER CAMERON
Sworn on March 16, 2026

I, Christopher Cameron, of the City of Edmonton, in the Province of Alberta, MAKE OATH AND SAY THAT:

1. I am a Senior Manager, Special Asset Management Unit at National Bank of Canada ("**NBC**" or the "**Lender**"), the Plaintiff and applicant creditor herein and, as such, have personal knowledge of the matters deposed to except where stated to be based on information and belief, in which case I verily believe the same to be true. The Lender is the successor by amalgamation of Canadian Western Bank ("**CWB**").

2. I have reviewed the business records of the Lender relevant to its application seeking, among other things, the appointment of a receiver and manager over all of the current and future assets, undertakings and property of 640 Holdings Ltd. ("**640 Holdings**") and Positive Life Concepts Inc. ("**PLC**" and together with 640 Holdings,

the "**Debtors**") and have satisfied myself that I am possessed of sufficient information and knowledge to swear this Affidavit on behalf of NBC.

3. I am authorized to swear this affidavit on behalf of the Lender.

The Defendants

4. 640 Holdings is a corporation incorporated under the laws of Alberta. To the best of the Lender's knowledge, 640 Holdings is a holding company that holds the real estate leased to and used in the business of PLC. **Exhibit "A"** is an Alberta corporate search in respect of 640 Holdings.

5. PLC is a corporation incorporated under the laws of Alberta. PLC is a full-service job recruitment agency providing temporary, contract and permanent recruitment and training services. **Exhibit "B"** is an Alberta corporate search in respect of PLC.

6. Jean Bériault and Luc Bériault, the shareholders of the Debtors (collectively, the "**Individual Guarantors**"), each provided guarantees in favour of the Lender as further specified herein in respect of the amounts owing by the Debtors to the Lender (collectively the "**Guarantees**" and each a "**Guarantee**").

The Loans and Indebtedness

7. The Lender extended credit facilities and related services (collectively, the "**Loans**") to 640 Holdings and PLC pursuant to:

(a) a commitment letter dated August 31, 2021, between 640 Holdings as borrower, CWB as lender, Luc and Jean as guarantors, (the "**640 Holdings Loan Agreement**"), a copy of which is attached hereto as **Exhibit "C"**; and

(b) a commitment letter dated November 12, 2019, between PLC as borrower, CWB as lender, Luc and Jean as guarantors, (the "**PLC Loan Agreement**" and together with the 640 Holdings Loan Agreement, collectively, the "**Loan Agreements**", and each a "**Loan Agreement**"), a copy of which is attached hereto as **Exhibit "D"**.

8. As at March 13, 2026, the Debtors were indebted to the Lender:

   (a) in respect of 640 Holdings, in the amount of$1,792,920.55 under the 640 Holdings Loan Agreement; and

   (b) in respect of PLC, in the amount of$162,515.29 under the PLC Holdings Loan Agreement;

   in each case, plus interest and costs, which, which continue to accrue (the "**Indebtedness**").

9. A copy of the payout statements in respect of the Indebtedness dated March 13, 2026 is attached hereto and marked as **Exhibit "E"**.

<u>**Guarantees**</u>

10. The Individual Guarantors provided a Full Liability Guarantee, each dated February 9, 2017, in favour of the Lender in respect of the amounts owing by PLC to CWB (collectively the "**PLC Guarantee**").

11. The Individual Guarantors provided a Full Liability Guarantee, each dated November 5, 2015, in favour of the Lender in respect of the amounts owing by 640 Holdings to the Lender (collectively the "**640 Holdings Guarantee**").

(collectively the "**Guarantees**" and each a "**Guarantee**"). Copies of the PLC Guarantee and the 640 Holdings Guarantee are attached hereto and marked as **Exhibits "F"** and **"G"**.

<u>**Security**</u>

12. PLC granted a general security agreement dated February 9, 2017, in support of its obligations owing to the Lender (the "**PLC GSA**"). A copy of the PLC GSA is attached hereto and marked as **Exhibit "H"**.

13. 640 Holdings granted a demand note dated September 7, 2021, in the principal sum of $1,580,000.00 in support of the 640 Holdings Loan Agreement (the "**Demand Note**"). A copy of the Demand Note is attached hereto and marked as **Exhibit "I"**.

14. 640 Holdings granted a general security agreement dated November 5, 2015 in support of its obligations owing to the Lender (the "**640 Holdings GSA**", and together with the PLC GSA, collectively, the "**GSAs**"). A copy of the 640 Holdings GSA is attached hereto and marked as **Exhibit "J"**.

15. 640 Holdings also granted a mortgage, registered by the Lender in the Alberta Land Titles Office as instrument no. 151 302 669 (the "**Mortgage**"), granted against the real property legally described as:

> PLAN 1491
> BLOCK 14
> FIRST: THAT PORTION OF LOT 28 DESCRIBED AS FOLLOWS
> COMMENCING AT THE SOUTH WEST CORNER OF THE SAID LOT
> THENCE NORTH WESTERLY ALONG THE SOUTH WESTERLY BOUNDARY
> THEREOF TO THE NORTH WESTERLY BOUNDARY THEREOF
> THENCE NORTH EASTERLY ALONG THE SAID NORTH WESTERLY
> BOUNDARY
> 7 FEET
> THENCE SOUTH EASTERLY IN A STRAIGHT LINE TO A POINT IN THE
> SOUTH EASTERLY BOUNDARY OF THE SAID LOT DISTANT
> 6.75 FEET NORTH EASTERLY THEREON
> FROM THE SAID SOUTH WEST CORNER
> THENCE SOUTH WESTERLY ALONG THE SAID SOUTH EASTERLY
> BOUNDARY
> TO THE POINT OF COMMENCEMENT
> SECONDLY: THE WHOLE OF LOT 29
> EXCEPTING THEREOUT THAT PORTION DESCRIBED AS FOLLOWS
> COMMENCING AT THE SOUTH WEST CORNER OF THE SAID LOT
> THENCE NORTH WESTERLY ALONG THE SOUTH WESTERLY BOUNDARY
> THEREOF TO THE NORTH WESTERLY BOUNDARY THEREOF
> THENCE NORTH EASTERLY ALONG THE SAID NORTH WESTERLY
> BOUNDARY 1 FOOT
> THENCE SOUTH EASTERLY IN A STRAIGHT LINE TO A POINT IN
> THE SOUTH EASTERLY BOUNDARY OF THE SAID LOT DISTANT
> .75 OF A FOOT NORTH EASTERLY
> THEREON FROM THE SAID SOUTH WEST CORNER
> THENCE SOUTH WESTERLY ALONG THE SAID SOUTH EASTERLY
> BOUNDARY TO THE POINT OF COMMENCEMENT
> EXCEPTING THEREOUT ALL MINES AND MINERALS
> (the "**Lands**").

16. A copy of the mortgage is attached hereto and marked as **Exhibit "K"**.

Registration of Security

17. NBC has registered the Security as against the Debtors as shown by the following:

(a) an Alberta Personal Property Registry ("**PPR**") search in respect of 640 Holdings, a copy of which is attached hereto and marked as **Exhibit "L"**

(b) an Alberta PPR search in respect of PLC (the "**PLC PPR Search**"), a copy of is attached hereto and marked as **Exhibit "M"**; and

(c) an Alberta Land Titles Office search in respect of the Lands, a copy of is attached hereto and marked as **Exhibit "N"**.

Demand & Informal Forbearance

18. The Loans are payable on demand.

19. On or about July 7, 2025, the Lender issued a notice of default and demand for payment to each of 640 Holdings and PLC, in their capacities as borrower under their respective Loan Agreements, (the "**Borrower Demands**"), and concurrently delivered notices of its intention to enforce the Security pursuant to section 244 of the BIA (each, a "**244 Notice**"). A copy of the Borrower Demands and 244 Notices are attached hereto and collectively marked as **Exhibit "O"**.

20. Additionally, on or about July 7, 2025, the Lender issued notices of default and demands for payment (the "**Guarantor Demands**" and together with the Borrower Demands, the "**Demands**").

21. I am advised by NBC's counsel, Burnet, Duckworth & Palmer LLP ("**BDP**") that:

(a) on or about July 14, 2025, the Loan Parties' counsel, Maclean Weidemann Lawyers LLP ("**MWL**") advised that the Loan Parties were seeking refinancing in respect of the Indebtedness; and

(b) on or about July 30, 2025, MWL advised BDP that the Loan Parties were confident they would be able to pay out the Indebtedness within 30 days;

(c) on or about September 2, 2025, after BDP followed up on the status of the payout, MWL advised that the Loan Parties had listed the Lands for sale and would revert back with a further update.

22. On or about October 21, 2025, MWL provided a copy of the listing information in respect of the Lands (the "**Listing**"). Attached hereto and marked as **Exhibit "P"** is a copy of the Listing.

23. On or about October 22, 2025, the Lender received a notice from Canada Revenue Agency ("**CRA**") that PLC owed CRA $213,913.40 (the "**CRA Arrears**") in respect of unpaid amounts (the "**CRA Notice**"). Attached hereto and marked as **Exhibit "Q"** is a copy of the CRA Notice.

24. Given the delays in the repayment of the Indebtedness and the CRA Notice the Lender decided that it required a formal forbearance agreement in order to refrain from immediate enforcement of its security.

25. On or about November 11, 2025, BDP informed MWL that the Lender required a formal forbearance agreement which would include, among other standard covenants, the following key terms (the "**Proposed Forbearance Terms**"):

(a) a forbearance period until February 27, 2026;

(b) the Loan Parties would pay a $20,000 forbearance fee;

(c) the CRA Arrears were to be repaid before or concurrently with the Indebtedness;

(d) if the Lands had not sold by January 1, 2026, the price would be lowered to encourage a prompt sale; and

(e) the forbearance agreement would be executed by the end of November.

26. After several follow-up e-mails from BDP to MWL, on November 28, 2025, MWL confirmed that the Loan Parties had agreed to the Proposed Forbearance Terms. Attached hereto and marked as **Exhibit "R"** is a copy of the e-mail from MWL to BDP in respect of same.

27. NBC refrained from immediate enforcement of its security based on the Loan Parties' acceptance of the Proposed Forbearance Terms.

28. I am advised by BDP and verily believe that:

(a) BDP sent a draft forbearance agreement (the "**Draft Forbearance Agreement**") to MWL on December 16, 2025;

(b) BDP sent a follow up in respect of the Draft Forbearance Agreement on January 6, 2026; and

(c) BDP sent a second follow up in respect on the Draft Forbearance Agreement on January 22, 2026 and informed MWL that if the Draft Forbearance Agreement was not signed by the end of the week, NBC would be filing a statement of claim in respect of the Indebtedness; and

(d) BDP did not receive any response in respect of the Draft Forbearance Agreement.

29. A copy of the Draft Forbearance Agreement is attached hereto and marked as **Exhibit "S"**.

30. As a result of the Loan Parties' failure to execute the Draft Forbearance Agreement, on or about January 27, 2026, the Lender filed a Statement of claim in the Court of King's bench action herein to recover the Indebtedness.

31. Around the same time, it came to my attention that the Listing was no longer active.

32. Despite the Lender's Demands for repayment of the Indebtedness, and the continual promise to repay the Indebtedness, the Debtors and the Guarantors have failed, refused, or neglected, and continue to fail, refuse or neglect to repay the Indebtedness, and they are in default of their obligations under the Loan Agreements, the Guarantees, and the Security.

<u>Other Amounts Owing by the Debtors</u>

33. The Debtor is in arrears with respect to the property tax owing on the Lands (as defined below) in the approximate amount of $76,000 (the "**Tax Arrears**"). Attached hereto and

collectively marked as **Exhibit "T"** is a copy of a tax search in respect of the Lands reflecting the Tax Arrears.

34. Two liens have been registered by His Majesty the King in Right of Canada against PLC, in the amounts of $154,481.52 and $41,332.91, respectively (the "**Tax Liens**"), which I assume are connected to the CRA Arrears. The Tax Liens are reflected on the PLC PPR search.

<u>Receiver and Manager</u>

35. NBC has been very patient with the Debtors since the Demands were first issued in July 2025. However, NBC is no longer prepared to refrain from enforcing its Security.

36. It was a term of the Draft Forbearance Agreement that the Draft Forbearance Agreement that the Loan Parties agree to a consent receivership order. However, the Debtors neglected to sign the Draft Forbearance Agreement, despite the confirmation that they had agreed to the Proposed Forbearance Terms.

37. Notwithstanding their failure to execute the Draft Forbearance Agreement, the Loan Parties have had the benefit of NBC's informal forbearance.

38. It is also a term of the Security that if the Debtors are in default of their obligations to the Lender, the Lender may apply to this Honourable Court for the appointment of a receiver and manager.

39. The Debtors and the Guarantors are in default of their obligations to the Lender and the Lender is entitled to apply to this Honourable Court to appoint a receiver and manager.

40. I believe that the immediate appointment of a receiver in respect of the Debtors is necessary to protect and preserve NBC's interests at this time and to realize upon the assets of the Debtors and in order to recover the Indebtedness.

41. The Lender has lost confidence in the Debtors' management and it is entitled to prosecute its legal remedies under the Security. The Lender has the right to appoint or apply to this Honourable Court to appoint a receiver and manager over all of the Debtors' property, assets and undertakings. NBC wishes to exercise its right at this time.

42. I verily believe that the Lender's collateral is at risk unless a receiver is immediately appointed. No viable alternative is presently available to the Lender.

43. I verily believe that BDO has consented to act as receiver and manager of the Debtors. Attached hereto and marked as **Exhibit "U"** is a copy of BDO's consent to act.

SWORN BEFORE ME at the City of Edmonton, in the Province of Alberta this 16th day of March, 2026.

A Commissioner for Oaths in and for the Province of Alberta

Jackie Hosking
A Commissioner for Oaths
in and for Alberta

CHRISTOPHER CAMERON

THIS IS EXHIBIT "A" REFERRED TO IN THE AFFIDAVIT OF CHRISTOPHER CAMERON.

SWORN BEFORE ME THIS 16th DAY OF MARCH, 2026.

A Commissioner for Oaths in and for the Province of Alberta

Jackie Hosking
A Commissioner for Oaths
in and for Alberta

Government of Alberta

Corporation/Non-Profit Search

Corporate Registration System

Date of Search: 2026/01/09
Time of Search: 03:44 PM
Search provided by: ELDOR-WAL REGISTRATIONS (1987) LTD
Service Request Number: 46227716
Customer Reference Number:

Corporate Access Number: 2013630104
Business Number: 832640619
Legal Entity Name: 640 HOLDINGS LTD.

Legal Entity Status: Active
Alberta Corporation Type: Named Alberta Corporation
Registration Date: 2007/11/15 YYYY/MM/DD

Registered Office:
Street: 100 640 3 ST SE
City: MEDICINE HAT
Province: ALBERTA
Postal Code: T1A0H5

Records Address:
Street: 100 640 3 ST SE
City: MEDICINE HAT
Province: ALBERTA
Postal Code: T1A0H5

Mailing Address:
Post Office Box: 100 640 3 ST SE
City: MEDICINE HAT
Province: ALBERTA
Postal Code: T1A0H5

Email Address: INFORMATION@640PB.COM

Primary Agent for Service:

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
BERIAULT	JEAN			640 3 ST SE	MEDICINE HAT	ALBERTA	T1A0H5	INFORMATION@640PB.COM

Directors:

Last Name:	BERIAULT
First Name:	LUC
Street/Box Number:	PO BOX 238
City:	MEDICINE HAT
Province:	ALBERTA
Postal Code:	T1A7E9

Last Name:	BERIAULT
First Name:	JEAN
Street/Box Number:	PO BOX 238
City:	MEDICINE HAT
Province:	ALBERTA
Postal Code:	T1A7E9

Voting Shareholders:

Last Name:	BERIAULT
First Name:	LUC
Street:	PO BOX 238
City:	MEDICINE HAT
Province:	ALBERTA
Postal Code:	T1A7E9
Percent Of Voting Shares:	50

Last Name:	BERIAULT
First Name:	JEAN
Street:	PO BOX 238
City:	MEDICINE HAT
Province:	ALBERTA
Postal Code:	T1A7E9
Percent Of Voting Shares:	50

Details From Current Articles:

<u>The information in this legal entity table supersedes equivalent electronic attachments</u>

Share Structure:	SEE SCHEDULE "A"
Share Transfers Restrictions:	NO SHARES OF THE CORPORATION WILL BE TRANSFERRED WITHOUT THE 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:	7
Business Restricted To:	N/A
Business Restricted From:	N/A
Other Provisions:	SEE SCHEDULE "B"

Other Information:

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2025	2025/11/13

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2007/11/15	Incorporate Alberta Corporation
2009/12/09	Change Director / Shareholder
2020/02/19	Update BN
2025/11/13	Enter Annual Returns for Alberta and Extra-Provincial Corp.

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2007/11/15
Other Rules or Provisions	ELECTRONIC	2007/11/15

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

THIS IS EXHIBIT "B" REFERRED TO IN THE AFFIDAVIT OF CHRISTOPHER CAMERON.

SWORN BEFORE ME THIS 16th DAY OF MARCH, 2026.

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

Jackie Hosking
A Commissioner for Oaths
in and for Alberta

Government of Alberta

Corporation/Non-Profit Search
Corporate Registration System

Date of Search: 2026/01/09
Time of Search: 03:43 PM
Search provided by: ELDOR-WAL REGISTRATIONS (1987) LTD
Service Request Number: 46227710
Customer Reference Number:

Corporate Access Number: 2013063165
Business Number: 844616391
Legal Entity Name: POSITIVE LIFE CONCEPTS INC.

Legal Entity Status: Active
Alberta Corporation Type: Named Alberta Corporation
Registration Date: 2007/03/10 YYYY/MM/DD
Date of Last Status Change: 2018/09/13 YYYY/MM/DD

Revival/Restoration Date: 2018/09/13 YYYY/MM/DD
Registered Office:
Street: 422 - 6TH STREET S.E. - KCR
City: MEDICINE HAT
Province: ALBERTA
Postal Code: T1A1H5

Email Address: RECEPTION@MWLLP.CA

Primary Agent for Service:

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
REEDER	KENNETH	C.	MACLEAN WIEDEMANN LAWYERS LLP	422 6 ST SE	MEDICINE HAT	ALBERTA	T1A1H5	RECEPTION@MWLLP.CA

Directors:

Last Name: BERIAULT
First Name: JEAN
Street/Box Number: 640 - 3RD STREET S.E.
City: MEDICINE HAT
Province: ALBERTA
Postal Code: T1A0H5

Last Name: BERIAULT
First Name: LUC
Street/Box Number: 640 - 3RD STREET S.E.
City: MEDICINE HAT
Province: ALBERTA
Postal Code: T1A0H5

Voting Shareholders:

Last Name: BERIAULT
First Name: LUC
Street: 640 - 3RD STREET S.E.
City: MEDICINE HAT
Province: ALBERTA
Postal Code: T1A0H5
Percent Of Voting Shares: 47

Last Name: BERIAULT
First Name: JEAN
Street: 640 - 3RD STREET S.E.
City: MEDICINE HAT
Province: ALBERTA
Postal Code: T1A0H5
Percent Of Voting Shares: 47

Last Name: PEDERSON
First Name: JACQUI
Street: 640 - 3RD STREET S.E.
City: MEDICINE HAT
Province: ALBERTA
Postal Code: T1A0H5
Percent Of Voting Shares: 6

Details From Current Articles:

<u>The information in this legal entity table supersedes equivalent electronic attachments</u>

Share Structure: SEE ATTACHED SCHEDULE "A"
Share Transfers Restrictions: SEE ATTACHED SCHEDULE "B"
Min Number Of Directors: 1
Max Number Of Directors: 10
Business Restricted To: NONE
Business Restricted From: NONE
Other Provisions: SEE ATTACHED SCHEDULE "C"

Holding Shares In:

Legal Entity Name
PLC EXPRESS INC.

Other Information:

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2025	2025/03/31

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2007/03/10	Incorporate Alberta Corporation
2018/05/02	Status Changed to Start for Failure to File Annual Returns
2018/09/02	Status Changed to Struck for Failure to File Annual Returns
2018/09/13	Initiate Revival of Alberta Corporation
2018/09/13	Complete Revival of Alberta Corporation
2018/12/04	Name/Structure Change Alberta Corporation
2018/12/05	Change Director / Shareholder
2020/02/19	Update BN
2025/03/31	Enter Annual Returns for Alberta and Extra-Provincial Corp.

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2007/03/10
Restrictions on Share Transfers	ELECTRONIC	2007/03/10
Other Rules or Provisions	ELECTRONIC	2007/03/10
Share Structure	ELECTRONIC	2018/12/04

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.

THIS IS EXHIBIT "C" REFERRED TO IN THE AFFIDAVIT OF CHRISTOPHER CAMERON.

SWORN BEFORE ME THIS 16th DAY OF MARCH, 2026.

A Commissioner for Oaths in and for the Province of Alberta

Jackie Hosking
A Commissioner for Oaths
in and for Alberta

CANADIAN WESTERN BANK

August 31, 2021

640 HOLDINGS LTD.
640 3rd Street S.E.
Medicine Hat, AB T1A 0H5

Attention: Luc & Jean Bériault

Dear Luc & Jean:

On the basis of the financial statements and other information provided by 640 Holdings Ltd. (the "Borrower"), and by Luc & Jean Bériault (the "Guarantors") in connection with your request for financing, Canadian Western Bank (the "Bank") has authorized the following loan subject to the terms and conditions outlined in this Commitment Letter (the "Agreement").

1. **LOAN AMOUNT**:

1.1. Loan Segment (1): Demand Operating Line of Credit $50,000.

1.2. Loan Segment (2): Demand Non-Revolving Loan - $1,580,000.

Collectively referred to as "the Loans".

2. **PURPOSE OF LOANS**:

Amounts advanced by the Bank are to be used by the Borrower as follows:

2.1. Loan Segment (1): To cover unexpected expenditures associated with the building, pending receipt of monthly rental payments.

2.2. Loan Segment (2): To assist in the refinance of property located at 640 3rd Street SE – Medicine Hat, AB.

3. **INTEREST RATES**:

Loans shall bear interest while outstanding before and after maturity and default at the following rates:

3.1. Loan Segment (1): Interest to float at a rate of 1.50% per annum above the Bank's Prime Lending Rate ("Prime"). As of the date of this Agreement, Prime is 2.45% per annum.

3.2. Loan Segment (2): Interest to float at a rate of 1.50% per annum above Prime.

Unless otherwise specified, all interest shall be payable without demand on the dates specified by the Bank and shall be calculated daily, compounded monthly. Overdue interest shall bear interest at the same rate.

4. **ADVANCES**:

4.1. Loan Segment (1) shall be available following satisfaction of the Conditions Precedent as set forth in Schedule "D" herein attached.

4.2. Loan Segment (2) shall be advanced on a lump sum basis following satisfaction of the Conditions Precedent as set forth in Schedule "D" herein attached.

5. **REPAYMENT**:

All amounts outstanding under all segments shall be repaid on demand. Unless demanded, the Bank will accept payment as follows:

5.1. Loan Segment (1): On demand.

5.2. Loan Segment (2): To reduce in equal blended monthly payments. Payments are based on an amortization of 20 years.

For any DNR loan advanced on a floating rate basis with blended monthly payments, the Bank will have the discretion to vary the amount of the required monthly instalments each calendar quarter to reflect changes in Prime.

6. **FEES**:

6.1. The Borrower shall pay a monthly administration fee of $50 to cover the cost of administration in monitoring the Line of Credit. This fee is in addition to the account's standard service charges.

6.2. The Borrower shall pay an annual review fee of $1,000 each year in conjunction with the annual review (based on the Borrower's fiscal year end financial statements) to renew outstanding loans.

6.3. The Borrower shall pay a late reporting fee of $100 per month, or portion thereof, for late provision of annual Financial Statements/Reporting after expiry of 120 day period.

7. **SECURITY**:

The attached Schedule "A" forms part of this Agreement.

8. **KEY COVENANTS / CONDITIONS**:

The attached Schedule "B" forms part of this Agreement.

9. **REPORTING REQUIREMENTS**:

The attached Schedule "C" forms part of this Agreement.

10. **CONDITIONS PRECEDENT TO DRAWDOWN**:

The attached Schedule "D" forms part of this Agreement.

11. **GENERAL CONDITIONS**:

The attached Schedule "E" forms part of this Agreement.

12. **STANDARD LOAN TERMS AND DEFINITIONS**:

The attached Schedule "F" forms part of this Agreement.

13. **REVIEW**:

All loans are subject to review at any time by the Bank, and in any event will be reviewed annually, based on the year-end financial statements of the Borrower and Guarantors.

14. **PREPAYMENT OF DEMAND NON REVOLVING LOANS**:

14.1. Prepayment of individual loan drawdowns are permitted without charges with the exception of loans drawn under the fixed rate option.

14.2. Loans drawn under the fixed rate option are subject to prepayment charges equal to the greater of the following:

(a) three (3) months interest calculated on the unpaid principal balance at the rate provided herein; or

(b) a prepayment charge equal to the Bank's Unwinding Costs.

15. **COSTS**:

All costs, including, but not limited to, legal counsel expense, appraisal fees, cost consultant fees and reasonable out-of-pocket expenses incurred by the Bank in connection with the preparation and registration of this Agreement and the Bank's security and the enforcement of the Bank's rights under this Agreement or the Bank's security are for the account of the Borrower and this Agreement will serve as the Bank's authority to charge this amount to the Borrower's deposit account under advice to the Borrower.

16. **ASSIGNMENT BY BORROWER**:

The Borrower shall not assign or encumber its rights and obligations under the Loan, this Agreement or the whole or any part of any advance to be made hereunder, without the prior written consent of the Bank.

17. **MATERIAL CHANGE**:

Acceptance of this Agreement by the Borrower provides full and sufficient acknowledgement that, if in the opinion of the Bank any material adverse change in risk occurs, including without limiting the generality of the foregoing, any material adverse change in the financial condition of the Borrower or any Guarantor, any obligation by the Bank to advance all or any portion of the loan may be withdrawn or cancelled at the sole discretion of the Bank, acting in a commercially reasonable manner.

18. **NON-MERGER**:

The terms and conditions set out herein shall not be superseded by nor merge in and shall survive the execution, delivery and/or registration of any instruments of security or evidences of indebtedness granted by the Borrower and/or any Guarantor hereafter, and the advance of any funds by the Bank. In the event of a conflict between the security documents and the terms of this letter, the terms of the security documents shall govern.

19. **COUNTERPARTS:**

This Agreement may be executed in any number of counterparts, each of which, whether delivered by telecopy or other electronic means, shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than one full set of counterparts.

20. **ACCOUNTING CHANGES:**

In the event that any Accounting Change (as defined below) shall occur and such change results in a change in the method of calculation of financial covenants, standards or terms in the Commitment Letter, then the Borrower and the Bank agree to enter into negotiations in order to amend such provisions of the Commitment Letter so as to reflect equitably such Accounting Changes with the desired result that the criteria for evaluating the Borrower's financial condition shall be substantially the same after such Accounting Changes as if such Accounting Changes had not been made. Until such time as an amendment shall have been executed and delivered by the Borrower to the Bank all financial covenants, standards and terms in this Agreement shall continue to be calculated or construed as if such Accounting Changes had not occurred.

ACKNOWLEDGEMENT:

The Borrower certifies that all information provided to the Bank is true and hereby accept the terms and conditions set forth in the above Agreement (including all Schedules attached thereto).

BORROWER: 640 HOLDINGS LTD.

Signed ______________________

Signed ______________________

Accepted SEPT 7/21
Date

GUARANTORS:

We acknowledge receiving advice of the Agreement described above and agree our guarantee is binding even if the Bank changes or waives compliance with the terms of this Agreement.

Signed ______________________
LUC BÉRIAULT

Accepted SEP 7/21
Date

Signed Bériault
JEAN BÉRIAULT

Accepted SEP 7/21
Date

SCHEDULE "B" - DEMAND

KEY COVENANTS/CONDITIONS

KEY COVENANTS:

The Borrower agrees:

1. to pay all sums of money when due under this Agreement;

2. to give the Bank prompt notice of any Event of Default or any event which, with notice or lapse of time or both, would constitute an Event of Default;

3. to maintain a *"Cash Flow Coverage Ratio"* of not less than 1.25:1. This ratio will be tested annually and calculated as follows: Net Operating Income (Annual gross rental income, less vacancy allowance (5%), less property taxes, less insurance, less repairs and maintenance allowance (5%) / Required annual principal and interest payments;

4. to give the Bank 30 days prior notice in writing of any intended change in the ownership of its shares or any of its subsidiaries;

5. not to sell, transfer, convey, lease or otherwise dispose of any part of its property or assets, without the prior written consent of the Bank, except in the ordinary course of business;

6. not to change its name or merge, amalgamate or consolidate with any other corporation;

7. to insure and to keep fully insured all properties customarily insured by companies carrying on a similar business to that of the Borrower [including accidental pollution liability], business/rental interruption, general liability of $2,000,000, etc.;

8. not to invest in, lend to, guarantee or otherwise provide for, on a direct or indirect or contingent basis, the payment of any monies or performance of any obligations by any third party except as provided herein;

9. to file on a timely basis, all material tax returns which are or will be required to be filed, to pay or make provision for payment of all material taxes (including interest and penalties) and other potential Priority Claims which are or will become due and payable and to provide adequate reserves for the payment of any tax, the payment of which is being contested;

10. to comply with all applicable environmental laws and regulations; to advise the Bank promptly of any breach of any environmental regulations or licenses or any control orders, work orders, stop orders, action requests or violation notices received concerning any of the Borrower's property; to comply with any such requests or notices, to diligently clean up any spills; and to hold the Bank harmless for any costs or expenses which the Bank incurs for any environment related liabilities existent now or in the future with respect to the Borrower's property;

11. to provide the Bank and its agents, nominees, and consultants with the right to enter the premises of the Borrower from time to time, and to carry out such environmental reviews as the Bank in its sole discretion deems advisable and in that connection to make good faith enquiries with government agencies and to examine the records, books, assets, affairs and business operations of the Borrower;

12. not to grant, create, assume or suffer to exist any mortgage, charge, lien, pledge, security interest, including a Purchase Money Security Interest (PMSI), or other encumbrance affecting any of its properties, assets or other rights other than a Normal Course Lien.

SCHEDULE "D" - DEMAND

CONDITIONS PRECEDENT TO DRAWDOWN

The following conditions precedent must be fulfilled prior to the Bank having any obligation to advance:

1. The Bank shall be satisfied with the business, assets and financial condition of the Borrower and Guarantors and all security documentation and supporting agreements and documents must be completed in a form satisfactory to the Bank, and must be executed and registered, as appropriate;

2. Confirmation that property taxes are paid up-to-date or proof of enrollment in monthly payment plan for subject property;

3. The Borrower shall provide a copy of all executed Lease Agreements for new tenants and/or renewals of existing leases.

MISCELLANEOUS CONDITIONS

1. The rights and remedies of the Bank pursuant to this Agreement and the securities taken pursuant hereto are cumulative and not alternative, and not in substitution for any other rights, remedies, or powers of the Bank.

2. Any failure or delay by the Bank to exercise, or exercise fully, its rights and remedies pursuant to this Agreement and the securities taken pursuant hereto shall not be construed as a waiver of such rights and remedies.

3. In the absence of a formal Loan Agreement being entered into, this Agreement shall continue in full force and effect and shall not merge in any securities provided by the Borrower to the Bank.

4. The Bank reserves the sole and absolute right to syndicate part or all of the loan facility contemplated herein, with various syndication partners with whom the Bank syndicates loans from time to time, on terms and conditions satisfactory to the Bank.

5. This Agreement and the security documentation to be provided by the Borrower pursuant hereto shall be construed in accordance with and governed by the laws of the Province of Alberta.

1.15. **Pre-conditions.** You may use the Loans granted to you under this Agreement only if:

(a) we have received properly signed copies of all documentation that we may require in connection with the operation of your accounts and your ability to borrower and give security;
(b) all the required security has been received and registered to our satisfaction;
(c) any special provisions or conditions set forth in the Agreement have been complied with; and
(d) if applicable, you have given us the required number of days notice for a drawing under a Loan.

1.16. **Notices.** We may give you any notice in person or by telephone, or by letter that is sent either by fax or by mail.

1.17. **Use of the Operating Loan.** You will use your Operating Loan only for your business operating cash needs. You are responsible for all debits from the Operating Account that you have either initiated (such as cheques, loan payments, pre-authorized debits, etc.) or authorized us to make. Payments are made by making deposits to the Operating Account. You may not at any time exceed the lesser of the Loan Amount and the maximum available under the Margin Requirements. We may, without notice to you, return any debit from the Operating Account that, if paid, would result in the Loan Amount being exceeded, unless you have made prior arrangements with us. If we pay any of these debits, you must repay us immediately the amount by which the Loan Amount is exceeded.

1.18. **Non-Revolving Loans.** The following terms apply to each Non-Revolving Loan:

(a) **Non-revolving Loans.** Unless otherwise stated in the Agreement, any principal payment made permanently reduces the available Loan Amount. Any payment we receive is applied first to overdue interest, then to current interest owing, then to overdue principal, then to any fees and charges owing, and finally to current principal.

(b) **Floating Rate Non-Revolving Loans.** Floating Rate Loans may have either (i) blended payments or (ii) payments of fixed principal amounts, plus interest as described below:

(i) **Blended payments.** If you have a Floating Rate Loan that has blended payments, the amount of your monthly payment is fixed for the term of the loan, but the interest rate varies with changes in the Prime Rate or U.S. Base Rate (as the case may be). If the Prime Rate or U.S. Base Rate during any month is lower than what the rate was at the outset, you may end up paying off the loan before the scheduled end date. If, however, the Prime Rate or U.S. Base Rate is higher than what it was at the outset, the amount of principal that is paid off is reduced. As a result, you may end up still owing principal at the end of the term because of these changes in the Prime Rate or U.S. Base Rate. We will advise you from time to time of any changes in the blended payment necessary to maintain the original amortization period, should we chose to do so.

(ii) **Payments of fixed principal plus interest.** If you have a Floating Rate Loan that has regular principal payments, plus interest, the principal payment amount of your Loan is due on the payment date specified in the Agreement. Although the principal payment amount is fixed, your interest payment will usually be different each month, for at least one and possibly more reasons, namely: the reducing principal balance of your loan, the number of days in the month, and changes to the Prime Rate or U.S. Base Rate (as the case may be).

(c) **Demand of Fixed Rate Demand Non-Revolving Loans.** If you have a Fixed Rate Demand Non-Revolving Loan and we make demand for payment, you will owe us (i) all outstanding principal, (ii) interest, (iii) any other amount due under this Agreement, and (iv) a prepayment charge. The prepayment charge is equal to the greater of three (3) months interest calculated on the unpaid balance at the rate authorized or the Bank's Unwinding Costs.

"Unwinding Costs" means the costs the Bank incurs when a fixed rate loan is paid out early. The unwinding costs are based on an interest rate differential between the loan rate and the bid side yield for Government of Canada securities with the same maturity as the loan, for the remaining term of the loan at the time of repayment.

"U.S. Base Rate" means the variable reference rate of interest per year as declared by the Bank from time to time to be its base rate for U.S. dollar loans made by the Bank in Canada.

2021 Trust Index Plan

PRA Credit Support

September 2021

CWB
FINANCIAL
GROUP

THE LAND TITLES ACT
PARTIAL DISCHARGE OF MORTGAGE

CANADA)
PROVINCE OF ALBERTA)

TO THE REGISTRAR OF THE ALBERTA LAND TITLES OFFICE

CANADIAN WESTERN BANK the Mortgagee, does hereby acknowledge to have received partial payment to the monies due or to become due under the mortgage made by **2015 United Alberta Lands GP Ltd.**, which mortgage was registered in the Alberta Land Titles Office on December 9, 2016 as Instrument Number **161 293 570**.

THAT such mortgage has not been assigned;

AND THAT the Bank is entitled by law to receive the said monies, and partially discharge the said mortgage, and that the same is partially discharged only as it pertains to the lands legally described as:

Plan 2012058
Block 47
Lot 24
Excepting thereout All Mines and Minerals

IN WITNESS WHEREOF Canadian Western Bank has caused these presents to be signed by its duly authorized attorney this 9th day of September, 2021

CANADIAN WESTERN BANK

In the Presence of:)
)
)
) Per: ______________________________
) Kelly O'Rourke
) AVP, Credit Support
______________) As per Power of Attorney Registered
Witness) as: 991200377,992203812

AFFIDAVIT OF EXECUTION

CANADA) I, Maira Mercado
PROVINCE OF ALBERTA) of the City of Calgary in the
TO WIT) Province of Alberta,
MAKE OATH AND SAY:

1. That I was personally present and did see Kelly O'Rourke, authorized representative named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein.

2. That the same was executed at the City of Calgary in the Province of Alberta and that I am the subscribing witness thereto.

3. That I know the said Kelly O'Rourke, and she is in my belief of the full age of eighteen years.

SWORN before me at the City of Calgary)
in the Province of Alberta this 9th)
day of September, 2021)
) ______________________
Maira Mercado
Collateral Securities Specialist

____

SCHEDULE "A"

Plan 18125441
Block 41
Lot 38
EXCEPTING THEREOUT ALL MINES AND MINERALS

Plan 18125441
Block 41
Lot 45
EXCEPTING THEREOUT ALL MINES AND MINERALS

THIS IS EXHIBIT "D" REFERRED TO IN THE AFFIDAVIT OF CHRISTOPHER CAMERON.

SWORN BEFORE ME THIS 16th DAY OF MARCH, 2026.

A Commissioner for Oaths in and for the Province of Alberta

Jackie Hosking
A Commissioner for Oaths
in and for Alberta

CANADIAN WESTERN BANK

November 12, 2019

POSTIVE LIFE CONCEPTS INC.
640 3rd Street S.E.
Medicine Hat, AB T1A 0H5

Attention: Luc & Jean Beriault

Dear Luc & Jean:

On the basis of the financial statements and other information provided by Positive Life Concepts Inc.(the "Borrower"), and by Luc Beriault and Jean Beriault (the "Guarantors") in connection with your request for financing, Canadian Western Bank (the "Bank") has authorized the following loans subject to the terms and conditions outlined in this Commitment Letter (the "Agreement").

1. **LOAN AMOUNT**:

1.1. Loan Segment (1): Demand Operating Line of Credit $150,000.

Referred to as "the Loan".

2. **PURPOSE OF LOAN**:

Amounts advanced by the Bank are to be used by the Borrower as follows:

2.1. Loan Segment (1): To finance the day-to-day operations of the Borrower's business.

3. **INTEREST RATE**:

The Loan shall bear interest while outstanding before and after maturity and default at the following rate:

3.1. Loan Segment (1): Interest to float at a rate of 1.75% per annum above the Bank's Prime Lending Rate ("Prime"). As of the date of this Agreement, Prime is 3.95% per annum.

Unless otherwise specified, all interest shall be payable without demand on the dates specified by the Bank and shall be calculated daily, compounded monthly. Overdue interest shall bear interest at the same rate.

4. **ADVANCES**:

4.1. Loan Segment (1): Available following satisfaction of the Conditions Precedent as set forth in Schedule "D" herein attached.

5. **REPAYMENT**:

All amounts outstanding under all segments shall be repaid on demand. Unless demanded, the Bank will accept payment as follows:

5.1. Loan Segment (1): On demand.

6. **FEES**:

6.1. The Borrower shall pay to the Bank an application fee of $500 at the time of acceptance of this Agreement and which fee shall be deemed to have been fully earned and not be refundable.

6.2. The Borrower shall pay a monthly administration fee of $100 to cover the cost of administration in monitoring the Line of Credit. This fee is in addition to the account's standard service charges.

6.3. The Borrower shall pay an annual review fee of $500 each year in conjunction with the annual review (based on the Borrower's fiscal year-end financial statements) to renew outstanding loans.

6.4. The Borrower shall pay a late reporting fee of $100 per month, or portion thereof, for late provision of annual Financial Statements/Reporting after expiry of 120 day period.

7. **SECURITY**:

The attached Schedule "A" forms part of this Agreement.

8. **KEY COVENANTS / CONDITIONS**:

The attached Schedule "B" forms part of this Agreement.

9. **REPORTING REQUIREMENTS**:

The attached Schedule "C" forms part of this Agreement.

10. **CONDITIONS PRECEDENT TO DRAWDOWN**:

The attached Schedule "D" forms part of this Agreement.

11. **GENERAL CONDITIONS**:

The attached Schedule "E" forms part of this Agreement.

12. **STANDARD LOAN TERMS AND DEFINITIONS**:

The attached Schedule "F" forms part of this Agreement.

13. **REVIEW**:

All loans are subject to review at any time by the Bank, and in any event will be reviewed annually, based on the year-end financial statements of the Borrower and Guarantors.

14. **COSTS**:

All costs, including, but not limited to, legal counsel expense, appraisal fees, cost consultant fees and reasonable out-of-pocket expenses incurred by the Bank in connection with the preparation and registration of this Agreement and the Bank's security and the enforcement of the Bank's rights under this Agreement or the Bank's security are for the account of the Borrower and this Agreement will serve as the Bank's authority to charge this amount to the Borrower's deposit account under advice to the Borrower.

15. **ASSIGNMENT BY BORROWER**:

The Borrower shall not assign or encumber its rights and obligations under the Loan, this Agreement or the whole or any part of any advance to be made hereunder, without the prior written consent of the Bank.

16. **MATERIAL CHANGE**:

Acceptance of this Agreement by the Borrower provides full and sufficient acknowledgement that, if in the opinion of the Bank any material adverse change in risk occurs, including without limiting the generality of the foregoing, any material adverse change in the financial condition of the Borrower or any Guarantor, any obligation by the Bank to advance all or any portion of the loan may be withdrawn or cancelled at the sole discretion of the Bank, acting in a commercially reasonable manner.

17. **NON-MERGER**:

The terms and conditions set out herein shall not be superseded by nor merge in and shall survive the execution, delivery and/or registration of any instruments of security or evidences of indebtedness granted by the Borrower and/or any Guarantors hereafter, and the advance of any funds by the Bank. In the event of a conflict between the security documents and the terms of this letter, the terms of the security documents shall govern.

18. **COUNTERPARTS:**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single agreement. A facsimile, telecopy or other reproduction of this Agreement may be executed by one or more of the parties hereto, and an executed copy of this Agreement may be delivered by one or more of the parties hereto by facsimile or similar instantaneous electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes

19. **ACCOUNTING CHANGES:**

In the event that any Accounting Change (as defined below) shall occur and such change results in a change in the method of calculation of financial covenants, standards or terms in the Commitment Letter, then the Borrower and the Bank agree to enter into negotiations in order to amend such provisions of the Commitment Letter so as to reflect equitably such Accounting Changes with the desired result that the criteria for evaluating the Borrower's financial condition shall be substantially the same after such Accounting Changes as if such Accounting Changes had not been made. Until such time as an amendment shall have been executed and delivered by the Borrower to the Bank all financial covenants, standards and terms in this Agreement shall continue to be calculated or construed as if such Accounting Changes had not occurred.

Accounting Changes refers to changes in accounting principles required by the promulgation of any rule, regulation, pronouncement or opinion by the Canadian Institute of Chartered Accountants, and all events including changes resulting from implementation of the International Financial Reporting Standards to the extent required by the Canadian Accounting Standards Board.

ACCEPTANCE:

To become effective, this Agreement must be accepted in writing by the Borrower and all Guarantors.

If you are in agreement with the above terms and conditions (which includes by reference, all of those terms and conditions set forth in all of the attached Schedules), please sign and return the enclosed copy of this letter. This Agreement will expire if not accepted by November 29, 2019.

The foregoing Agreement is offered in good faith and is to be held in strict confidence.

Yours truly,
CANADIAN WESTERN BANK

Dan Kitching
AVP & Branch Manager

Jeremy Robinson
Senior Manager, Business Development

ACKNOWLEDGEMENT:

The Borrower certifies that all information provided to the Bank is true and hereby accept the terms and conditions set forth in the above Agreement (including all Schedules attached thereto).

BORROWER: POSITIVE LIFE CONCEPTS INC.

Signed ____________

Signed ____________

Accepted NOVEMBER 13, 2019
Date

GUARANTORS:

We acknowledge receiving advice of the Agreement described above and agree our guarantee is binding even if the Bank changes or waives compliance with the terms of this Agreement.

Signed ____________ Luc Beriault — Accepted 13/NOV/2019 Date

Signed ____________ Jean Beriault — Accepted NOVEMBER 13, 2019 Date

SCHEDULE "A" - DEMAND

SECURITY

All security documentation described herein must be prepared, executed and registered, as required by the Bank, prior to drawdown of any funds. The types of security, supporting resolutions and agreements to be provided by the Borrower to the Bank will be in form and content satisfactory to the Bank and its solicitor, and without restricting the generality of the foregoing, will include:

1. Loan Agreement executed by the Borrower and Guarantors;

2. Overdraft Lending Agreement;

3. General Security Agreement providing a first security interest in all present and after acquired property to be registered in all appropriate jurisdictions;

4. Full Liability Guarantee from Luc Beriault in favour of the Bank guaranteeing all indebtedness of the Borrower to the Bank;

5. Full Liability Guarantee from Jean Beriault in favour of the Bank guaranteeing all indebtedness of the Borrower to the Bank;

6. Waiver of Creditor Life Insurance covering the life of Luc Beriault and Jean Beriault;

7. Such additional securities as the Bank may deem necessary or advisable for the purpose of obtaining and perfecting the foregoing security.

The Borrower and Guarantors acknowledge and agree that the securities above described provided by the Borrower support all loans and secure all indebtedness of the Borrower to the Bank.

SCHEDULE "B" - DEMAND

KEY COVENANTS/CONDITIONS

KEY COVENANTS:

The Borrower agrees:

1. to pay all sums of money when due under this Agreement;

2. to give the Bank prompt notice of any Event of Default or any event which, with notice or lapse of time or both, would constitute an Event of Default;

3. to give the Bank 30 days prior notice in writing of any intended change in the ownership of its shares or any of its subsidiaries;

4. not to sell, transfer, convey, lease or otherwise dispose of any part of its property or assets, without the prior written consent of the Bank, except in the ordinary course of business;

5. not to change its name or merge, amalgamate or consolidate with any other corporation;

6. to insure and to keep fully insured all properties customarily insured by companies carrying on a similar business to that of the Borrower [including accidental pollution liability], business/rental interruption, general liability of $1,000,000, etc.;

7. not to invest in, lend to, guarantee or otherwise provide for, on a direct or indirect or contingent basis, the payment of any monies or performance of any obligations by any third party except as provided herein;

8. to file on a timely basis, all material tax returns which are or will be required to be filed, to pay or make provision for payment of all material taxes (including interest and penalties) and other potential Priority Claims which are or will become due and payable and to provide adequate reserves for the payment of any tax, the payment of which is being contested;

9. to comply with all applicable environmental laws and regulations; to advise the Bank promptly of any breach of any environmental regulations or licenses or any control orders, work orders, stop orders, action requests or violation notices received concerning any of the Borrower's property; to comply with any such requests or notices, to diligently clean up any spills; and to hold the Bank harmless for any costs or expenses which the Bank incurs for any environment related liabilities existent now or in the future with respect to the Borrower's property;

10. to provide the Bank and its agents, nominees, and consultants with the right to enter the premises of the Borrower from time to time, and to carry out such environmental reviews as the Bank in its sole discretion deems advisable and in that connection to make good faith enquiries with government agencies and to examine the records, books, assets, affairs and business operations of the Borrower;

11. not to grant, create, assume or suffer to exist any mortgage, charge, lien, pledge, security interest, including a Purchase Money Security Interest (PMSI), or other encumbrance affecting any of its properties, assets or other rights other than a Normal Course Lien.

SCHEDULE "C" - DEMAND

REPORTING REQUIREMENTS

The Borrower agrees to provide the following to the Bank:

1. Notice to Reader annual financial statements of the Borrower prepared by a firm of qualified professional accountants within 120 days of the Borrower's fiscal year-end;

2. Biennially updated personal net worth statements of the personal Guarantors on the Canadian Western Bank forms duly completed and signed;

3. Any further information, data, financial reports and records, accounting or banking statements, certificates, evidence of insurance and other assurances which the Bank may from time to time require in its sole discretion, acting reasonably.

SCHEDULE "D" - DEMAND

CONDITIONS PRECEDENT TO DRAWDOWN

The following conditions precedent must be fulfilled prior to the Bank having any obligation to advance:

1. The Bank shall be satisfied with the business, assets and financial condition of the Borrower and Guarantors and all security documentation and supporting agreements and documents must be completed in a form satisfactory to the Bank and its solicitors, and must be executed and registered, as appropriate.

SCHEDULE "E" - DEMAND

GENERAL CONDITIONS

EVENTS OF DEFAULT

1. Notwithstanding anything expressed or implied to the contrary, all indebtedness and liability of the Borrower's to the Bank under this Agreement is deemed to be repayable **ON DEMAND** and such indebtedness and liability may be demanded by the Bank at any time in the Bank's sole and exclusive discretion. In addition to being of a demand nature, the full amount of the indebtedness and liability of the Borrower then outstanding, together with accrued interest and any other charges then owing by the Borrower to the Bank shall, at the option of the Bank, forthwith be accelerated and be due and payable, and upon being declared to be due and payable, the securities shall immediately become enforceable and the Bank may proceed to realize and enforce the same upon the occurrence and during the continuance of any of the following events or circumstances (which events or circumstances are herein referred to as the "Events of Default"):

   (a) The Borrower or any Guarantor fails to make when due, whether on demand or at a fixed payment date, by acceleration or otherwise any payment of interest, principal, fees, or other amounts payable to the Bank;

   (b) There is a breach by the Borrower of any other term or condition contained in this Agreement or in any other agreement to which the Borrower and the Bank are parties and the Borrower has not corrected such breach within 15 days of notice having been provided to the Borrower;

   (c) Any default occurs under the terms of any security to be provided in accordance with this Agreement or under any other credit, loan or security agreement to which the Borrower is a party and the Borrower has not corrected such breach within 15 days of notice having been provided to the Borrower;

   (d) Any bankruptcy, re-organization, compromise, arrangement, insolvency or liquidation proceedings or other analogous proceedings are instituted by or against the Borrower and, if instituted against the Borrower are allowed against or consented to by the Borrower or are not dismissed or stayed within 60 days after such institution;

   (e) A Receiver is appointed over any property of the Borrower or any judgement or order or any process of any court becomes enforceable against the Borrower or any property of the Borrower or any creditor takes possession of any property of the Borrower;

   (f) Any adverse change occurs in the financial condition of the Borrower or any Guarantor;

   (g) Any adverse change occurs in the environmental condition of:

      (i) the Borrower or any Guarantor of the Borrower; or

      (ii) any property, equipment, or business activities of the Borrower or any Guarantor of the Borrower.

   (h) The Borrower acknowledges that failure by any Guarantors of this Agreement to comply with the disclosure requirements set out in Section 45 of the Business Corporations Act (BCA) of Alberta shall constitute a default of the Borrower pursuant to this Agreement.

MISCELLANEOUS CONDITIONS

1. The rights and remedies of the Bank pursuant to this Agreement and the securities taken pursuant hereto are cumulative and not alternative, and not in substitution for any other rights, remedies, or powers of the Bank.

2. Any failure or delay by the Bank to exercise, or exercise fully, its rights and remedies pursuant to this Agreement and the securities taken pursuant hereto shall not be construed as a waiver of such rights and remedies.

3. In the absence of a formal Loan Agreement being entered into, this Agreement shall continue in full force and effect and shall not merge in any securities provided by the Borrower to the Bank.

4. The Bank reserves the sole and absolute right to syndicate part or all of the loan facility contemplated herein, with various syndication partners with whom the Bank syndicates loans from time to time, on terms and conditions satisfactory to the Bank;

5. This Agreement and the security documentation to be provided by the Borrower pursuant hereto shall be construed in accordance with and governed by the laws of the Province of Alberta.

CANADIAN WESTERN BANK & TRUST

SCHEDULE "F" – DEMAND

SCHEDULE – STANDARD LOAN TERMS

ARTICLE 1 – GENERAL

1.1. **Interest Rate.** You will pay interest on each Loan at nominal rates per year at the rate specified in this Agreement.

1.2. **Floating rate of interest.** Each floating rate of interest provided for under this Agreement will change automatically, without notice, whenever the Bank's Prime Rate or the U.S. Base Rate, as the case may be, changes.

1.3. **Payment of interest.** Interest is calculated on the daily balance of the Loan at the end of each day. Interest is due once a month, unless the Agreement states otherwise. Unless you have made other arrangements with us, we will automatically debit your Operating Account for interest amounts owing. If your Operating Account is in overdraft and you do not deposit to the account an amount equal to the monthly interest payment, the effect is that we will be charging interest on overdue interest (which is known as compounding). Unpaid interest continues to compound whether or not we have demanded payment from you or started a legal action, or get judgment, against you.

1.4. **Fees.** You will pay the Bank's fees for the Loans as outlined in the Agreement. You will also reimburse us for all reasonable fees (including legal fees on a solicitor and his own client basis) and out-of-pocket expenses incurred in registering any security, and in enforcing our rights under this Agreement or any security. We will automatically debit your Operating Account for fee amounts owing.

1.5. **Our rights re demand Loans.** We believe that the banker-customer relationship is based on mutual trust and respect. It is important for us to know all the relevant information (whether good or bad) about your business. Canadian Western Bank is itself a business. Managing risks and monitoring our customers' ability to repay is critical to us. We can only continue to lend when we feel that we are likely to be repaid. As a result, if you do something that jeopardizes that relationship, or if we no longer feel that you are likely to repay all amounts borrowed, we may have to act. We may decide to act, for example, because of something you have done, information we receive about your business, or changes to the economy that affect your business. Some of the actions that we may decide to take include requiring you to give us more financial information, negotiating a change in the interest rate or fees, or asking you to get further accounting assistance, put more cash into the business, provide more security, or produce a satisfactory business plan. It is important to us that your business succeeds. We may demand immediate repayment of any outstanding amounts under any demand Loan. We may also, at any time and for any cause, cancel the unused portion of any demand Loan.

1.6. **Payments.** If any payment is due on a day other than a Business Day, then the payment is due on the next Business Day.

1.7. **Applying money received.** If you have not made payments as required by this Agreement, or if you have failed to satisfy any term of this Agreement (or any other agreement you have that relates to this Agreement), or at any time before default but after we have given you appropriate notice, we may decide how to apply any money that we receive. This means that we may choose which Loan to apply the money against, or what mix of principal, interest, fees and overdue amounts within any Loan will be paid.

1.8. **Information requirements.** We may from time to time reasonably require you to provide further information about your business. We may require information from you to be in a form acceptable to us.

1.9. **Insurance.** You will keep all your business assets and property insured (to the full insurable value) against loss or damage by fire and all other risks usual for property such as yours (plus for any other risks we may reasonably require). If we request, these policies will include a loss payee clause (and if you are giving us mortgage security, a Standard Mortgagee Clause). As further security, you assign all insurance proceeds to us. If we ask, you will give us either the policies themselves or adequate evidence of their existence. If your insurance coverage for any reason stops, we may (but do not have to) insure the property. We will automatically debit your Operating Account for this amount. In the event there are no funds on deposit, we may add the insurance cost to your Loan. Finally, you will notify us immediately of any loss or damage to the property.

1.10. **Environmental Matters.** You will carry on your business, and maintain your assets and property, in accordance with all applicable environmental laws and regulations. If (a) there is any release, deposit, discharge or disposal of pollutants of any sort (collectively, a "Discharge") in connection with either your business or your property, and we pay any fines or for any clean-up, or (b) we suffer any loss or damage as a result of any Discharge, you will reimburse the Bank, its directors, officers, employees and agents for any and all losses, damages, fines, costs and other amounts (including amounts spent preparing any necessary environmental assessment or other reports, or defending any lawsuits) that result. If we ask, you will defend any lawsuits, investigations or prosecutions brought against the Bank or any of its directors, officers, employees and agents in connection with any Discharge. Your obligation to us under this section continues even after all Loans have been repaid and this Agreement has terminated.

1.11. **Consent to release information.** We may from time to time give any loan or other information about you to, or receive such information from, (a) any financial institution, credit reporting agency, rating agency or credit bureau, (b) any person, firm or corporation with whom you may have or propose to have financial dealings, and (c) any person, firm or corporation in connection with any dealings you have or propose to have with us. You agree that we may use that information to establish and maintain your relationship with us and offer any services as permitted by law, including services and products offered by our subsidiaries when it is considered that this may be suitable to you.

1.12. **Proof of debt.** This Agreement provides the proof, between the Bank and you, of the loans made available to you. There may be times when the type of loan you have requires you to sign additional documents. Throughout the time that we provide you loans under this Agreement, our loan accounting records will provide complete proof of all terms and conditions of your loan (such as principal loan balances, interest calculations, and payment dates).

1.13. **Renewals of this Agreement.** This Agreement will remain in effect for your Loans for as long as they remain unchanged. If there are no changes to the Loans this Agreement will continue to apply, and you will not need to sign anything further. If there are any changes, we will provide you with either an amending agreement, or a new replacement Letter, for you to sign.

1.14. **Confidentiality.** The terms of this Agreement are confidential between you and the Bank. You therefore agree not to disclose the contents of this Agreement to anyone except your professional advisors and where required by law.

1.15. **Pre-conditions.** You may use the Loans granted to you under this Agreement only if:

(a) we have received properly signed copies of all documentation that we may require in connection with the operation of your accounts and your ability to borrower and give security;

(b) all the required security has been received and registered to our satisfaction;

(c) any special provisions or conditions set forth in the Agreement have been complied with; and

(d) if applicable, you have given us the required number of days notice for a drawing under a Loan.

1.16. **Notices.** We may give you any notice in person or by telephone, or by letter that is sent either by fax or by mail.

1.17. **Use of the Operating Loan.** You will use your Operating Loan only for your business operating cash needs. You are responsible for all debits from the Operating Account that you have either initiated (such as cheques, loan payments, pre-authorized debits, etc.) or authorized us to make. Payments are made by making deposits to the Operating Account. You may not at any time exceed the lesser of the Loan Amount and the maximum available under the Margin Requirements. We may, without notice to you, return any debit from the Operating Account that, if paid, would result in the Loan Amount being exceeded, unless you have made prior arrangements with us. If we pay any of these debits, you must repay us immediately the amount by which the Loan Amount is exceeded.

1.18. **Non-Revolving Loans.** The following terms apply to each Non-Revolving Loan:

(a) **Non-revolving Loans.** Unless otherwise stated in the Agreement, any principal payment made permanently reduces the available Loan Amount. Any payment we receive is applied first to overdue interest, then to current interest owing, then to overdue principal, then to any fees and charges owing, and finally to current principal.

(b) **Floating Rate Non-Revolving Loans.** Floating Rate Loans may have either (i) blended payments or (ii) payments of fixed principal amounts, plus interest as described below:

(i) **Blended payments.** If you have a Floating Rate Loan that has blended payments, the amount of your monthly payment is fixed for the term of the loan, but the interest rate varies with changes in the Prime Rate or U.S. Base Rate (as the case may be). If the Prime Rate or U.S. Base Rate during any month is lower than what the rate was at the outset, you may end up paying off the loan before the scheduled end date. If, however, the Prime Rate or U.S. Base Rate is higher than what it was at the outset, the amount of principal that is paid off is reduced. As a result, you may end up still owing principal at the end of the term because of these changes in the Prime Rate or U.S. Base Rate. We will advise you from time to time of any changes in the blended payment necessary to maintain the original amortization period, should we chose to do so.

(ii) **Payments of fixed principal plus interest.** If you have a Floating Rate Loan that has regular principal payments, plus interest, the principal payment amount of your Loan is due on the payment date specified in the Agreement. Although the principal payment amount is fixed, your interest payment will usually be different each month, for at least one and possibly more reasons, namely: the reducing principal balance of your loan, the number of days in the month, and changes to the Prime Rate or U.S. Base Rate (as the case may be).

(c) **Demand of Fixed Rate Demand Non-Revolving Loans.** If you have a Fixed Rate Demand Non-Revolving Loan and we make demand for payment, you will owe us (i) all outstanding principal, (ii) interest, (iii) any other amount due under this Agreement, and (iv) a prepayment charge. The prepayment charge is equal to the greater of three (3) months interest calculated on the unpaid balance at the rate authorized or the Bank's Unwinding Costs.

ARTICLE 2 – DEFINITIONS

2.1. **Definitions.** In this Agreement, the following terms have the following meanings:

"Agreement" means the letter agreement between you and Canadian Western Bank to which this Schedule and any other Schedules are attached.

"Business Day" means any day (other than a Saturday or a Sunday) that the CWB Branch/Centre is open for business.

"Cash Flow Coverage Ratio" means for any fiscal year the ratio of X to Y where:

X =
Net profit after tax
+ amortization/depreciation
+ all interest expenses
+ all taxes
= EBITDA

Y =
All interest paid or accrued during the trailing fiscal year + the Borrower's actual principal payment obligations for the trailing fiscal year under the CWB credit facility and any other document or agreement including without limitation:

- in respect of any indebtedness for borrowed money as classified in the balance sheet of the Borrower and in accordance with generally accepted accounting principals; and
- in respect of any capital lease in accordance with generally accepted accounting principles entered into by the Borrower.

"Current Assets" are cash, accounts receivable, inventory and other assets that are likely to be converted into cash, sold, exchanged or expended in the normal course of business within one year or less, excluding amounts due from related parties.

"Current Liabilities" means debts that are or will become payable within one year or one operating cycle, whichever is longer, excluding amounts due to related parties, and which will require Current Assets to pay. They usually include accounts payable, accrued expenses, deferred revenue and the current portion of long-term debt.

"Current Ratio" means the ratio of Current Assets to Current Liabilities.

"Customer Automated Funds Transfer (CAFT)" is a WEB based service that provides non-personal customers the ability to make multiple electronic transactions for purposes of direct deposit for payroll or direct payment of accounts payable.

"CWB Branch/Centre" means the Canadian Western Bank branch or banking centre noted on the first page of this Agreement, as changed from time to time by agreement between the parties.

"CWBdirect" is a service available to allow customers the capability to access their bank accounts and general banking information using a personal computer with via the internet.

"Debt to Tangible Net Worth Ratio" means the ratio of Debt to Tangible Net Worth, where:

(a) Debt is defined as: all liabilities listed on the balance sheet less loans from shareholders or affiliates where the bank has a registered postponement of claim. The after tax portion of management bonuses not yet re-invested as shareholders' loans may be excluded from debt where written confirmation has been obtained from the borrower regarding the re-investment.

(b) Tangible Net Worth is defined as: the aggregate of share capital, retained earnings, shareholder and affiliated company loans specifically postponed to the Bank, less intangible assets such as goodwill, investments in and advances to affiliated companies and any other asset determined by the Bank to be intangible. The after tax portion of management bonuses not yet re-invested as shareholders' loans may be included in tangible net worth where written confirmation has been obtained from the borrower regarding the re-investment and providing these loans are specifically postponed to the Bank.

"Demand Non-Revolving Loan" means an instalment loan that is payable upon demand. Such a Loan may be either at a fixed or a floating rate of interest.

"Fixed Rate Loan" means any loan drawn down, converted or extended under a Loan at an interest rate which was fixed for a term, instead of referenced to a floating rate such as the Prime Rate or U.S. Base Rate, at the time of such drawdown, conversion or extension.

"Intangibles" means assets of the business that have no value in themselves but represent value. They include such things as copyright, goodwill, patents and trademarks; franchises, licenses, leases, research and development costs, and deferred development costs.

"Letter of Credit" or *"L/C"* means a documentary or stand-by Letter of Credit, a Letter of Guarantee, or a similar instrument in form and substance satisfactory to us.

"Lien" includes a mortgage, charge, lien, security interest or encumbrance of any sort on an asset, and includes conditional sales contracts, title retention agreements, capital trusts and capital leases.

"Loan" means any loan segment referred to in the Agreement and if there are two or more segments, "Loan" includes reference to each segment.

"Loan Amount" of any Loan means the amount specified in the Agreement and if there are two or more segments, "Loan Amount" includes reference to each segment.

"Mandatory Capital Expenditures" means net capital expenditures incurred by you not financed by long term debt. Net capital expenditures means all capitalized fixed asset purchases less fixed asset sales.

"Monthly Statement of Borrowing Limit" means the CWB form 1099 by that name, as it may from time to time be changed.

"Normal Course Lien" means a Lien that (a) arises by operation of law or in the ordinary course of business as a result of owning any such asset (but does not include a Lien given to another creditor or to secure debts owed to that Loan) and (b) taken together with all other Normal Course Liens, does not materially affect the value of the asset or its use in the business.

"Operating Account" means the account that you normally use for the day-to-day cash needs of your business, and may be either or both of a Canadian dollar and a U.S. dollar account.

"Postponed Debt" means any debt owed by you that has been formally postponed to the Bank.

"Principal Sum" means the loan balance outstanding.

"Priority Claims" means priorities that are created when a borrower does not remit monies due for Income Tax, Workers Compensation, Canada Pension Plan, Employment Insurance, GST, Provincial Sales Tax, wage claims including unpaid holiday entitlement, unpaid utility bills and arrears of rent for business premises. These are considered to be deemed trust and rank in priority to all security interests.

"Prime Rate" means the variable reference rate of interest per year declared by the Bank from time to time to be its Prime rate for Canadian dollar loans made by the Bank in Canada.

"Purchase Money Lien" means a Lien incurred in the ordinary course of business only to secure the purchase price of an asset, or to secure debt used only to finance the purchase of the asset.

"Shareholders' Equity" means paid-in capital, retained earnings and attributed or contributed surplus.

"Standard Overdraft Rate" means the variable reference interest rate per year declared by the Bank from time to time to be its standard overdraft rate on overdrafts in Canadian or U.S. dollar accounts maintained with the Bank in Canada.

"*Unwinding Costs*" means the costs the Bank incurs when a fixed rate loan is paid out early. The unwinding costs are based on an interest rate differential between the loan rate and the bid side yield for Government of Canada securities with the same maturity as the loan, for the remaining term of the loan at the time of repayment.

"*U.S. Base Rate*" means the variable reference rate of interest per year as declared by the Bank from time to time to be its base rate for U.S. dollar loans made by the Bank in Canada.

THIS IS EXHIBIT "E" REFERRED TO IN THE AFFIDAVIT OF CHRISTOPHER CAMERON.

SWORN BEFORE ME THIS 16th DAY OF MARCH, 2026.

A Commissioner for Oaths in and for the Province of Alberta

Jackie Hosking
A Commissioner for Oaths
in and for Alberta

NATIONAL BANK OF CANADA

HIGH RISK LOAN MANAGEMENT UNIT
800 rue St-Jacques, 28 th floor
Montréal (Québec) H3C 1A3
Phone: - Fax:

STATEMENT OF ACCOUNT

Agent:	Gouin, Cathy			Date:	2026-03-16
Debtor:	POSITIVE LIFE CONCEPTS INC,			Loan no:	CWB101007916068
File:	POSITIVE LIFE CONCEPTS INC,			File no:	295318
CWB POCI - Comm loan		Debt no:	344554	Expiry date:	
Interest rate:	t/base + 1.750	Outstanding interest:	0.00	As at:	2025-01-01
Asset:					

Date	Description	Debit	Credit	Principal balance	Days	Rate %	Interest	Interest balance	Balance princ. + int.
2025-01-01	Principal	150,180.12		150,180.12			0.00	0.00	150,180.12
2025-01-30	Interest			150,180.12	29	7.200	859.11	859.11	151,039.23
2025-03-13	Interest			150,180.12	42	6.950	1,201.03	2,060.14	152,240.26
2025-09-18	Interest			150,180.12	189	6.700	5,210.22	7,270.36	157,450.48
2025-10-30	Interest			150,180.12	42	6.450	1,114.62	8,384.98	158,565.10
2025-12-22	Legal disbursements	10.12		150,190.24	53	6.200	1,352.03	9,737.01	159,927.25
2025-12-22	Legal fees	135.86		150,326.10	0	6.200	0.00	9,737.01	160,063.11
2026-02-23	Legal disbursements	5.04		150,331.14	63	6.200	1,608.70	11,345.71	161,676.85
2026-02-23	Legal fees	301.12		150,632.26	0	6.200	0.00	11,345.71	161,977.97
2026-03-16	Interest			150,632.26	21	6.200	537.32	11,883.03	162,515.29
TOTAL		150,632.26	0.00		439		11,883.03		162,515.29

Daily interest 25.59

This statement supercedes all previous statements. Note that there may be changes from previous statement reflected on this statement. Disregard previous statements. E. & O.E.

Certified in accordance______________________ File no ____________

NATIONAL BANK
FINANCIAL GROUP

NATIONAL BANK OF CANADA

HIGH RISK LOAN MANAGEMENT UNIT
800 rue St-Jacques, 28 th floor
Montréal (Québec) H3C 1A3
Phone: - Fax:

STATEMENT OF ACCOUNT

Agent:	Moussa, Ikran			Date:	2026-03-13
Debtor:	640 HOLDINGS LTD.,			Loan no:	CWB101013808202
File:	640 HOLDINGS LTD.,			File no:	295049
CWB POCI - Comm loan		Debt no:	344261	Expiry date:	2025-01-30
Interest rate:	t/base + 1.500	Outstanding interest:	110,967.97	As at:	2025-09-09
Asset:					

Date	Description	Debit	Credit	Principal balance	Days	Rate %	Interest	Interest balance	Balance princ. + int.
2025-09-09	Principal	1,511,180.58		1,511,180.58			110,967.97	110,967.97	1,622,148.55
2025-09-18	Interest			1,511,180.58	9	6.450	2,403.40	113,371.37	1,624,551.95
2025-10-22	Legal disbursements	21.00		1,511,201.58	34	6.200	8,727.59	122,098.96	1,633,300.54
2025-10-22	Legal fees	3,428.78		1,514,630.36	0	6.200	0.00	122,098.96	1,636,729.32
2025-10-30	Interest			1,514,630.36	8	6.200	2,058.24	124,157.20	1,638,787.56
2025-12-22	Legal disbursements	10.20		1,514,640.56	53	5.950	13,085.99	137,243.19	1,651,883.75
2025-12-22	Legal fees	1,367.06		1,516,007.62	0	5.950	0.00	137,243.19	1,653,250.81
2026-02-23	Legal disbursements	50.72		1,516,058.34	63	5.950	15,569.19	152,812.38	1,668,870.72
2026-02-23	Legal disbursements	72.89		1,516,131.23	0	5.950	0.00	152,812.38	1,668,943.61
2026-02-23	Legal fees	3,030.05		1,519,161.28	0	5.950	0.00	152,812.38	1,671,973.66
2026-02-23	Legal fees	8,067.73		1,527,229.01	0	5.950	0.00	152,812.38	1,680,041.39
2026-03-13	Interest			1,527,229.01	18	5.950	4,481.27	157,293.65	1,684,522.66
TOTAL		1,527,229.01	0.00		185		157,293.65		1,684,522.66

Daily interest 248.96

This statement supercedes all previous statements. Note that there may be changes from previous statement reflected on this statement. Disregard previous statements. E. & O.E.

Certified in accordance______________________ File no ____________

NATIONAL BANK OF CANADA

HIGH RISK LOAN MANAGEMENT UNIT
800 rue St-Jacques, 28 th floor
Montréal (Québec) H3C 1A3
Phone: - Fax:

STATEMENT OF ACCOUNT

Agent:	Moussa, Ikran			Date:	2026-03-13
Debtor:	640 HOLDINGS LTD.,			Loan no:	CWB101010403333
File:	640 HOLDINGS LTD.,			File no:	295049
CWB POCI - Comm loan		Debt no:	344553	Expiry date:	
Interest rate:	t/base + 1.500	Outstanding interest:	0.00	As at:	2025-01-01
Asset:					

Date	Description	Debit	Credit	Principal balance	Days	Rate %	Interest	Interest balance	Balance princ. + int.
2025-01-01	Principal	100,000.00		100,000.00			0.00	0.00	100,000.00
2025-01-30	Interest			100,000.00	29	6.950	552.19	552.19	100,552.19
2025-03-13	Interest			100,000.00	42	6.700	770.96	1,323.15	101,323.15
2025-09-18	Interest			100,000.00	189	6.450	3,339.86	4,663.01	104,663.01
2025-10-30	Interest			100,000.00	42	6.200	713.42	5,376.43	105,376.43
2025-12-22	Legal disbursements	0.68		100,000.68	53	5.950	863.97	6,240.40	106,241.08
2025-12-22	Legal fees	90.46		100,091.14	0	5.950	0.00	6,240.40	106,331.54
2026-02-23	Legal disbursements	3.36		100,094.50	63	5.950	1,027.92	7,268.32	107,362.82
2026-02-23	Legal disbursements	4.82		100,099.32	0	5.950	0.00	7,268.32	107,367.64
2026-02-23	Legal fees	200.51		100,299.83	0	5.950	0.00	7,268.32	107,568.15
2026-02-23	Legal fees	533.87		100,833.70	0	5.950	0.00	7,268.32	108,102.02
2026-03-13	Interest			100,833.70	18	5.950	295.87	7,564.19	108,397.89
TOTAL		100,833.70	0.00		436		7,564.19		108,397.89

Daily interest 16.44

This statement supercedes all previous statements. Note that there may be changes from previous statement reflected on this statement. Disregard previous statements. E. & O.E.

Certified in accordance______________________ File no ____________

THIS IS EXHIBIT "F" REFERRED TO IN THE AFFIDAVIT OF CHRISTOPHER CAMERON.

SWORN BEFORE ME THIS 16th DAY OF MARCH, 2026.

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

Jackie Hosking
A Commissioner for Oaths
in and for Alberta

CANADIAN WESTERN BANK

FULL LIABILITY GUARANTEE

For value received the undersigned ("Guarantor") hereby guarantees to CANADIAN WESTERN BANK ("Bank") payment, forthwith after demand made therefor as hereinafter provided, of all indebtedness and liability (present and future, direct or indirect, absolute or contingent, matured or not) of Positive Life Concepts Inc. ______ ("Customer") to the Bank whether arising from agreement or dealings between the Bank and the Customer or from agreement or dealings between the Bank and any third person by which the Customer now is or hereafter may become indebted or liable to the Bank or however otherwise arising and whether the Customer be bound alone or with another or others and whether as principal or surety or guarantor; and the Guarantor further agrees that:

1. If more than one Guarantor executes this instrument the provisions hereof shall be read with all grammatical changes thereby rendered necessary and each reference to the Guarantor shall include the undersigned and each and every one of them severally and this guarantee and all covenants and agreements herein contained shall be deemed to be joint and several. This instrument shall be read with all grammatical changes made necessary by the Guarantor's or Customer's gender.

2. The Bank may increase, reduce, renew, extend, discontinue or otherwise vary the Customer's credit, grant time, renewals, extensions, releases and discharges to, take and give up securities (which may include other guarantees), and otherwise deal with the Customer and other parties and securities as the Bank may see fit, and may apply all monies received from the Customer or others or from the sale or other disposal of security upon such part of the Customer's liability as the Bank may think best, without prejudice to or in any way limiting or lessening the liability of the Guarantor under this guarantee. The Guarantor's obligation to pay under this guarantee shall not be limited or reduced as a result of the termination, invalidity or unenforceability of any right of the Bank against the Customer or any other party (including other guarantors) for any cause whatsoever.

3. This guarantee shall be a continuing security for payment by the Customer to the Bank of all the indebtedness and liability aforesaid; provided that the Guarantor may determine his further liability under this guarantee by 30 days written notice given to the branch of the Bank at which this guarantee is held but, if such notice be given, this guarantee shall apply and extend to any indebtedness or liability of the Customer to the Bank incurred prior to the expiration of 30 days from the date of receipt of such notice by the said branch of the Bank.

4. The Bank shall not be bound to exhaust its recourse against the Customer or other parties or the securities that it may hold before being entitled to payment from the Guarantor under this guarantee.

5. Any loss of or in respect of securities received by the Bank from the Customer or others, whether occasioned through the fault of the Bank or otherwise, shall not discharge or limit or lessen the liability of the Guarantor under this guarantee.

6. Any change or changes in the name of the Customer, or, if the Customer is a partnership, any change or changes in the membership of the Customer's firm by death or by the retirement of one or more of the partners or by the introduction of one or more new partners or otherwise, shall not affect or in any way limit or lessen the liability of the Guarantor under this guarantee and this guarantee shall extend to the person, firm or corporation acquiring or from time to time carrying on the business of the Customer.

7. All monies, advances, renewals and credits borrowed or obtained from the Bank shall be deemed to form part of the indebtedness and liabilities hereby guaranteed, notwithstanding any incapacity, disability, limitation of status or lack of power of the Customer or the directors, partners or agents thereof, or that the Customer may not be a legal entity, or any defect in the borrowing or obtaining of such money, advances, renewals or credits; and any amount which may not be recoverable from the Guarantor on the footing of a guarantee shall be recoverable from the Guarantor as principal debtor in respect thereof and it shall be paid to the Bank after demand therefor by the Bank.

8. Any account settled or stated by or between the Bank and the Customer shall be accepted by the Guarantor as conclusive evidence that the balance or amount thereby appearing due by the Customer to the Bank is in fact so due.

9. The Guarantor agrees not to assert any right of contribution against any other guarantor until the customer's indebtedness and liabilities have been paid in full. If the Bank should receive from the Guarantor a payment in full or on account of the indebtedness or liability under this guarantee, all rights of subrogation arising therefrom shall be postponed and the Guarantor shall not be entitled to claim repayment against the Customer or the Customer's estate until the Bank's claims against the Customer have been paid in full; and in the case of liquidation, winding up or bankruptcy of the Customer (whether voluntary or compulsory) or in the event that the Customer shall make a bulk sale of any of the Customer's assets within the bulk transfer provisions of any applicable legislations, or shall make any compromise with creditors or scheme of

arrangement, the Bank shall have the right to rank for its full claim and receive all dividends or other payments in respect thereof until its claim has been paid in full and the Guarantor shall continue to be liable, up to the amount guaranteed, less any payments made by the Guarantor, for any balance which may be owing to the Bank by the Customer. In the event of the valuation by the Bank of any of its securities and/or the retention of such securities by the Bank, such valuation and/or retention shall not, as between the Bank and the Guarantor, be considered as a purchase of such securities or as payment or satisfaction or reduction of the Customer's indebtedness or liabilities to the Bank, or any part thereof.

10. Any notice or demand which the Bank may wish to give may be served on the Guarantor either personally on him or his legal personal representative or, in the case of a corporation, on any officer or director of the corporation, or by sending the same registered mail in an envelope addressed to the last known address of the Guarantor as it appears on the Bank's records and the notice so sent shall be deemed to be received on the fifth business day following that on which it is mailed.

11. As security for the performance of the Guarantor's covenants herein and the payment of the present and future debts and liabilities of the Customer to the Bank, the Guarantor hereby grants to the Bank a security interest in all debts and liabilities, present and future, of the Customer to the Guarantor, all of which are hereby assigned by the Guarantor to the Bank and postponed to the present and future debts and liabilities of the Customer to the Bank. Any monies or other proceeds received by the Guarantor in respect of such debts and liabilities shall be received in trust for and forthwith paid over to the Bank, in whole, without in any way limiting or lessening the liability of the Guarantor hereunder. Notwithstanding anything to the contrary herein, the assignment and postponement contained in this paragraph 11 are intended to be and are independent of the remainder of this guarantee and may, at the option of The Bank, be severed therefrom. A notice of termination given by the Guarantor pursuant to paragraph 3 shall not terminate the provisions contained in this paragraph 11, which shall continue in full force and effect until released in writing by the Bank. The Guarantor hereby acknowledges receiving a copy of this guarantee and waives all rights to receive from the Bank a copy of any financing statement, financing change statement or verification statement filed or issued at any time in respect of this assignment. The Guarantor further acknowledges that, at the Bank's option, any additional security granted by the Guarantor in support of this guarantee shall be deemed to be incorporated into this guarantee by reference. In particular, the Guarantor acknowledges that such additional security shall be valid without the necessity of a further Guarantees Acknowledgement Act certificate.

12. The Guarantor shall be currently liable under this guarantee at any time for the full amount of the debts and liabilities of the Customer to the Bank then outstanding, provided that the Guarantor shall not be in default under or in breach of this guarantee unless and until the Bank has made demand upon the Guarantor hereunder and the Guarantor has failed to pay the amount demanded or otherwise failed to comply with such demand forthwith following receipt (or deemed receipt) of such demand. In the case of default the Bank may maintain an action upon this guarantee whether or not the Customer is joined therein or separate action is brought against the Customer or judgment obtained against him. The Bank's rights are cumulative and shall not be exhausted by the exercise of any of the Bank's rights hereunder or otherwise against the Guarantor or by any successive actions until and unless all indebtedness and liability hereby guaranteed has been paid and each of the Guarantor's obligations under the guarantee has been fully performed.

13. The Guarantor shall pay to the Bank on demand (in addition to all debts and liabilities of the Customer hereby guaranteed) all costs, charges and expenses (including, without limitation, lawyer's fees as between solicitor and his own client on a full indemnity basis) incurred by the Bank for the preparation, execution and perfection and enforcement of this guarantee and of any securities collateral thereto, together with interest thereon, both before and after demand, default and judgment, calculated from the date of payment by the Bank of each such cost, charge and expense until payment by the Guarantor hereunder, at a rate per annum equal to 3% above the rate published by the Bank from time to time as the Bank's prime lending rate. A statement signed by any officer of the Bank confirming the Bank's prime lending rate at any time or times shall be conclusive evidence thereof for all purposes under this guarantee.

14. This instrument is in addition and without prejudice to any other securities of any kind including any other guarantees, whether or not in the same form as this instrument, now or hereafter held by the Bank. Without limiting the generality of the foregoing, all limits and evidence of liability pursuant to any guarantee now or hereafter held by the Bank shall be cumulative.

15. There are no representations, warranties, collateral agreements or conditions with respect to this guarantee or affecting the Guarantor's liability hereunder other than as contained herein. Without restricting the generality of the foregoing, this guarantee shall be operative and binding upon every signatory hereto notwithstanding the non-execution hereof by any other proposed or intended signatory or signatories.

16. This instrument shall be construed in accordance with the laws of Alberta, and the Guarantor agrees that any legal suit, action or proceedings arising out of or relating to this instrument may be instituted in the courts of such province or territory and the Guarantor hereby accepts and irrevocably submits to the jurisdiction of the said courts and acknowledges their competence and agrees to be bound by any judgment thereof, provided that nothing herein shall limit the Bank's right to bring proceedings against the Guarantor elsewhere.

17. This instrument shall extend to and enure to the benefit of the successors and assigns of the Bank and shall be binding upon the Guarantor and the heirs, executors, administrators and successors of the Guarantor.

GIVEN under seal at Medicine Hat, Alberta this 9 day of Feb, 2017

(corporate seal(s) if corporate guarantor)

Witness:

KENNETH C.REEDER
A Commissioner of Oaths and
A Notary Public in and for
the Province of Alberta
Being a Solicitor

Jean Beriault

Affix Seal

Guarantees Acknowledgment Act
(Section 3)

CERTIFICATE

I HEREBY CERTIFY THAT:

1. KR Jean Beriault, the guarantor in the guarantee dated FEB 0 9 2017 made between Jean Beriault ~~Positive Life Concepts Inc.~~ and CANADIAN WESTERN BANK, which this certificate is attached to or noted on, 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 Kenneth C. Reeder, Barrister and Solicitor at the City of Medicine Hat, in the Province of Alberta, this 9 day of Feb, 20 17.

Signature

KENNETH C.REEDER
A Commissioner of Oaths and
A Notary Public in and for
the Province of Alberta
Being a Solicitor

KENNETH C. REEDER
NOTARY PUBLIC
PROVINCE OF ALBERTA

STATEMENT OF GUARANTOR
I am the person named in this Certificate

Signature of Guarantor

CANADIAN WESTERN BANK

FULL LIABILITY GUARANTEE

For value received the undersigned ("Guarantor") hereby guarantees to CANADIAN WESTERN BANK ("Bank") payment, forthwith after demand made therefor as hereinafter provided, of all indebtedness and liability (present and future, direct or indirect, absolute or contingent, matured or not) of Positive Life Concepts Inc. ("Customer") to the Bank whether arising from agreement or dealings between the Bank and the Customer or from agreement or dealings between the Bank and any third person by which the Customer now is or hereafter may become indebted or liable to the Bank or however otherwise arising and whether the Customer be bound alone or with another or others and whether as principal or surety or guarantor; and the Guarantor further agrees that:

1. If more than one Guarantor executes this instrument the provisions hereof shall be read with all grammatical changes thereby rendered necessary and each reference to the Guarantor shall include the undersigned and each and every one of them severally and this guarantee and all covenants and agreements herein contained shall be deemed to be joint and several. This instrument shall be read with all grammatical changes made necessary by the Guarantor's or Customer's gender.

2. The Bank may increase, reduce, renew, extend, discontinue or otherwise vary the Customer's credit, grant time, renewals, extensions, releases and discharges to, take and give up securities (which may include other guarantees), and otherwise deal with the Customer and other parties and securities as the Bank may see fit, and may apply all monies received from the Customer or others or from the sale or other disposal of security upon such part of the Customer's liability as the Bank may think best, without prejudice to or in any way limiting or lessening the liability of the Guarantor under this guarantee. The Guarantor's obligation to pay under this guarantee shall not be limited or reduced as a result of the termination, invalidity or unenforceability of any right of the Bank against the Customer or any other party (including other guarantors) for any cause whatsoever.

3. This guarantee shall be a continuing security for payment by the Customer to the Bank of all the indebtedness and liability aforesaid; provided that the Guarantor may determine his further liability under this guarantee by 30 days written notice given to the branch of the Bank at which this guarantee is held but, if such notice be given, this guarantee shall apply and extend to any indebtedness or liability of the Customer to the Bank incurred prior to the expiration of 30 days from the date of receipt of such notice by the said branch of the Bank.

4. The Bank shall not be bound to exhaust its recourse against the Customer or other parties or the securities that it may hold before being entitled to payment from the Guarantor under this guarantee.

5. Any loss of or in respect of securities received by the Bank from the Customer or others, whether occasioned through the fault of the Bank or otherwise, shall not discharge or limit or lessen the liability of the Guarantor under this guarantee.

6. Any change or changes in the name of the Customer, or, if the Customer is a partnership, any change or changes in the membership of the Customer's firm by death or by the retirement of one or more of the partners or by the introduction of one or more new partners or otherwise, shall not affect or in any way limit or lessen the liability of the Guarantor under this guarantee and this guarantee shall extend to the person, firm or corporation acquiring or from time to time carrying on the business of the Customer.

7. All monies, advances, renewals and credits borrowed or obtained from the Bank shall be deemed to form part of the indebtedness and liabilities hereby guaranteed, notwithstanding any incapacity, disability, limitation of status or lack of power of the Customer or the directors, partners or agents thereof, or that the Customer may not be a legal entity, or any defect in the borrowing or obtaining of such money, advances, renewals or credits; and any amount which may not be recoverable from the Guarantor on the footing of a guarantee shall be recoverable from the Guarantor as principal debtor in respect thereof and it shall be paid to the Bank after demand therefor by the Bank.

8. Any account settled or stated by or between the Bank and the Customer shall be accepted by the Guarantor as conclusive evidence that the balance or amount thereby appearing due by the Customer to the Bank is in fact so due.

9. The Guarantor agrees not to assert any right of contribution against any other guarantor until the customer's indebtedness and liabilities have been paid in full. If the Bank should receive from the Guarantor a payment in full or on account of the indebtedness or liability under this guarantee, all rights of subrogation arising therefrom shall be postponed and the Guarantor shall not be entitled to claim repayment against the Customer or the Customer's estate until the Bank's claims against the Customer have been paid in full; and in the case of liquidation, winding up or bankruptcy of the Customer (whether voluntary or compulsory) or in the event that the Customer shall make a bulk sale of any of the Customer's assets within the bulk transfer provisions of any applicable legislations, or shall make any compromise with creditors or scheme of

arrangement, the Bank shall have the right to rank for its full claim and receive all dividends or other payments in respect thereof until its claim has been paid in full and the Guarantor shall continue to be liable, up to the amount guaranteed, less any payments made by the Guarantor, for any balance which may be owing to the Bank by the Customer. In the event of the valuation by the Bank of any of its securities and/or the retention of such securities by the Bank, such valuation and/or retention shall not, as between the Bank and the Guarantor, be considered as a purchase of such securities or as payment or satisfaction or reduction of the Customer's indebtedness or liabilities to the Bank, or any part thereof.

10. Any notice or demand which the Bank may wish to give may be served on the Guarantor either personally on him or his legal personal representative or, in the case of a corporation, on any officer or director of the corporation, or by sending the same registered mail in an envelope addressed to the last known address of the Guarantor as it appears on the Bank's records and the notice so sent shall be deemed to be received on the fifth business day following that on which it is mailed.

11. As security for the performance of the Guarantor's covenants herein and the payment of the present and future debts and liabilities of the Customer to the Bank, the Guarantor hereby grants to the Bank a security interest in all debts and liabilities, present and future, of the Customer to the Guarantor, all of which are hereby assigned by the Guarantor to the Bank and postponed to the present and future debts and liabilities of the Customer to the Bank. Any monies or other proceeds received by the Guarantor in respect of such debts and liabilities shall be received in trust for and forthwith paid over to the Bank, in whole, without in any way limiting or lessening the liability of the Guarantor hereunder. Notwithstanding anything to the contrary herein, the assignment and postponement contained in this paragraph 11 are intended to be and are independent of the remainder of this guarantee and may, at the option of The Bank, be severed therefrom. A notice of termination given by the Guarantor pursuant to paragraph 3 shall not terminate the provisions contained in this paragraph 11, which shall continue in full force and effect until released in writing by the Bank. The Guarantor hereby acknowledges receiving a copy of this guarantee and waives all rights to receive from the Bank a copy of any financing statement, financing change statement or verification statement filed or issued at any time in respect of this assignment. The Guarantor further acknowledges that, at the Bank's option, any additional security granted by the Guarantor in support of this guarantee shall be deemed to be incorporated into this guarantee by reference. In particular, the Guarantor acknowledges that such additional security shall be valid without the necessity of a further Guarantees Acknowledgement Act certificate.

12. The Guarantor shall be currently liable under this guarantee at any time for the full amount of the debts and liabilities of the Customer to the Bank then outstanding, provided that the Guarantor shall not be in default under or in breach of this guarantee unless and until the Bank has made demand upon the Guarantor hereunder and the Guarantor has failed to pay the amount demanded or otherwise failed to comply with such demand forthwith following receipt (or deemed receipt) of such demand. In the case of default the Bank may maintain an action upon this guarantee whether or not the Customer is joined therein or separate action is brought against the Customer or judgment obtained against him. The Bank's rights are cumulative and shall not be exhausted by the exercise of any of the Bank's rights hereunder or otherwise against the Guarantor or by any successive actions until and unless all indebtedness and liability hereby guaranteed has been paid and each of the Guarantor's obligations under the guarantee has been fully performed.

13. The Guarantor shall pay to the Bank on demand (in addition to all debts and liabilities of the Customer hereby guaranteed) all costs, charges and expenses (including, without limitation, lawyer's fees as between solicitor and his own client on a full indemnity basis) incurred by the Bank for the preparation, execution and perfection and enforcement of this guarantee and of any securities collateral thereto, together with interest thereon, both before and after demand, default and judgment, calculated from the date of payment by the Bank of each such cost, charge and expense until payment by the Guarantor hereunder, at a rate per annum equal to 3% above the rate published by the Bank from time to time as the Bank's prime lending rate. A statement signed by any officer of the Bank confirming the Bank's prime lending rate at any time or times shall be conclusive evidence thereof for all purposes under this guarantee.

14. This instrument is in addition and without prejudice to any other securities of any kind including any other guarantees, whether or not in the same form as this instrument, now or hereafter held by the Bank. Without limiting the generality of the foregoing, all limits and evidence of liability pursuant to any guarantee now or hereafter held by the Bank shall be cumulative.

15. There are no representations, warranties, collateral agreements or conditions with respect to this guarantee or affecting the Guarantor's liability hereunder other than as contained herein. Without restricting the generality of the foregoing, this guarantee shall be operative and binding upon every signatory hereto notwithstanding the non-execution hereof by any other proposed or intended signatory or signatories.

16. This instrument shall be construed in accordance with the laws of Alberta, and the Guarantor agrees that any legal suit, action or proceedings arising out of or relating to this instrument may be instituted in the courts of such province or territory and the Guarantor hereby accepts and irrevocably submits to the jurisdiction of the said courts and acknowledges their competence and agrees to be bound by any judgment thereof, provided that nothing herein shall limit the Bank's right to bring proceedings against the Guarantor elsewhere.

17. This instrument shall extend to and enure to the benefit of the successors and assigns of the Bank and shall be binding upon the Guarantor and the heirs, executors, administrators and successors of the Guarantor.

GIVEN under seal at Medicine Hat, Alberta this 9 day of Feb, 2017

(corporate seal(s) if corporate guarantor)

Witness:

KENNETH C.REEDER
A Commissioner of Oaths and
A Notary Public in and for
the Province of Alberta
Being a Solicitor

Luc Beriault

Affix
Seal

Guarantees Acknowledgment Act
(Section 3)

CERTIFICATE

I HEREBY CERTIFY THAT:

1. Luc Beriault, the guarantor in the guarantee dated FEB 0 9 2017 made between Luc Beriault ~~Positive Life Concepts Inc.~~ and CANADIAN WESTERN BANK, which this certificate is attached to or noted on, 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 Kenneth C. Reeder, Barrister and Solicitor at the City of Medicine Hat, in the Province of Alberta, this 9 day of Feb., 2017.

Signature

KENNETH C.REEDER
A Commissioner of Oaths and
A Notary Public in and for
the Province of Alberta
Being a Solicitor

KENNETH C. REEDER NOTARY PUBLIC PROVINCE OF ALBERTA

STATEMENT OF GUARANTOR
I am the person named in this Certificate

Signature of Guarantor

THIS IS EXHIBIT "G" REFERRED TO IN THE AFFIDAVIT OF CHRISTOPHER CAMERON.

SWORN BEFORE ME THIS 16th DAY OF MARCH, 2026.

A Commissioner for Oaths in and for the Province of Alberta

Jackie Hosking
A Commissioner for Oaths
in and for Alberta

CANADIAN WESTERN BANK

FULL LIABILITY GUARANTEE

For value received the undersigned ("Guarantor") hereby guarantees to CANADIAN WESTERN BANK ("Bank") payment, forthwith after demand made therefor as hereinafter provided, of all indebtedness and liability (present and future, direct or indirect, absolute or contingent, matured or not) of 640 HOLDINGS LTD. ______________________ ("Customer") to the Bank whether arising from agreement or dealings between the Bank and the Customer or from agreement or dealings between the Bank and any third person by which the Customer now is or hereafter may become indebted or liable to the Bank or however otherwise arising and whether the Customer be bound alone or with another or others and whether as principal or surety or guarantor; and the Guarantor further agrees that:

1. If more than one Guarantor executes this instrument the provisions hereof shall be read with all grammatical changes thereby rendered necessary and each reference to the Guarantor shall include the undersigned and each and every one of them severally and this guarantee and all covenants and agreements herein contained shall be deemed to be joint and several. This instrument shall be read with all grammatical changes made necessary by the Guarantor's or Customer's gender.

2. The Bank may increase, reduce, renew, extend, discontinue or otherwise vary the Customer's credit, grant time, renewals, extensions, releases and discharges to, take and give up securities (which may include other guarantees), and otherwise deal with the Customer and other parties and securities as the Bank may see fit, and may apply all monies received from the Customer or others or from the sale or other disposal of security upon such part of the Customer's liability as the Bank may think best, without prejudice to or in any way limiting or lessening the liability of the Guarantor under this guarantee. The Guarantor's obligation to pay under this guarantee shall not be limited or reduced as a result of the termination, invalidity or unenforceability of any right of the Bank against the Customer or any other party (including other guarantors) for any cause whatsoever.

3. This guarantee shall be a continuing security for payment by the Customer to the Bank of all the indebtedness and liability aforesaid; provided that the Guarantor may determine his further liability under this guarantee by 30 days written notice given to the branch of the Bank at which this guarantee is held but, if such notice be given, this guarantee shall apply and extend to any indebtedness or liability of the Customer to the Bank incurred prior to the expiration of 30 days from the date of receipt of such notice by the said branch of the Bank.

4. The Bank shall not be bound to exhaust its recourse against the Customer or other parties or the securities that it may hold before being entitled to payment from the Guarantor under this guarantee.

5. Any loss of or in respect of securities received by the Bank from the Customer or others, whether occasioned through the fault of the Bank or otherwise, shall not discharge or limit or lessen the liability of the Guarantor under this guarantee.

6. Any change or changes in the name of the Customer, or, if the Customer is a partnership, any change or changes in the membership of the Customer's firm by death or by the retirement of one or more of the partners or by the introduction of one or more new partners or otherwise, shall not affect or in any way limit or lessen the liability of the Guarantor under this guarantee and this guarantee shall extend to the person, firm or corporation acquiring or from time to time carrying on the business of the Customer.

7. All monies, advances, renewals and credits borrowed or obtained from the Bank shall be deemed to form part of the indebtedness and liabilities hereby guaranteed, notwithstanding any incapacity, disability, limitation of status or lack of power of the Customer or the directors, partners or agents thereof, or that the Customer may not be a legal entity, or any defect in the borrowing or obtaining of such money, advances, renewals or credits; and any amount which may not be recoverable from the Guarantor on the footing of a guarantee shall be recoverable from the Guarantor as principal debtor in respect thereof and it shall be paid to the Bank after demand therefor by the Bank.

8. Any account settled or stated by or between the Bank and the Customer shall be accepted by the Guarantor as conclusive evidence that the balance or amount thereby appearing due by the Customer to the Bank is in fact so due.

9. The Guarantor agrees not to assert any right of contribution against any other guarantor until the customer's indebtedness and liabilities have been paid in full. If the Bank should receive from the Guarantor a payment in full or on account of the indebtedness or liability under this guarantee, all rights of subrogation arising therefrom shall be postponed and the Guarantor shall not be entitled to claim repayment against the Customer or the Customer's estate until the Bank's claims against the Customer have been paid in full; and in the case of liquidation, winding up or bankruptcy of the Customer (whether voluntary or compulsory) or in the event that the Customer shall make a bulk sale of any of the Customer's assets within the bulk transfer provisions of any applicable legislations, or shall make any compromise with creditors or scheme of

arrangement, the Bank shall have the right to rank for its full claim and receive all dividends or other payments in respect thereof until its claim has been paid in full and the Guarantor shall continue to be liable, up to the amount guaranteed, less any payments made by the Guarantor, for any balance which may be owing to the Bank by the Customer. In the event of the valuation by the Bank of any of its securities and/or the retention of such securities by the Bank, such valuation and/or retention shall not, as between the Bank and the Guarantor, be considered as a purchase of such securities or as payment or satisfaction or reduction of the Customer's indebtedness or liabilities to the Bank, or any part thereof.

10. Any notice or demand which the Bank may wish to give may be served on the Guarantor either personally on him or his legal personal representative or, in the case of a corporation, on any officer or director of the corporation, or by sending the same registered mail in an envelope addressed to the last known address of the Guarantor as it appears on the Bank's records and the notice so sent shall be deemed to be received on the fifth business day following that on which it is mailed.

11. As security for the performance of the Guarantor's covenants herein and the payment of the present and future debts and liabilities of the Customer to the Bank, the Guarantor hereby grants to the Bank a security interest in all debts and liabilities, present and future, of the Customer to the Guarantor, all of which are hereby assigned by the Guarantor to the Bank and postponed to the present and future debts and liabilities of the Customer to the Bank. Any monies or other proceeds received by the Guarantor in respect of such debts and liabilities shall be received in trust for and forthwith paid over to the Bank, in whole, without in any way limiting or lessening the liability of the Guarantor hereunder. Notwithstanding anything to the contrary herein, the assignment and postponement contained in this paragraph 11 are intended to be and are independent of the remainder of this guarantee and may, at the option of The Bank, be severed therefrom. A notice of termination given by the Guarantor pursuant to paragraph 3 shall not terminate the provisions contained in this paragraph 11, which shall continue in full force and effect until released in writing by the Bank. The Guarantor hereby acknowledges receiving a copy of this guarantee and waives all rights to receive from the Bank a copy of any financing statement, financing change statement or verification statement filed or issued at any time in respect of this assignment. The Guarantor further acknowledges that, at the Bank's option, any additional security granted by the Guarantor in support of this guarantee shall be deemed to be incorporated into this guarantee by reference. In particular, the Guarantor acknowledges that such additional security shall be valid without the necessity of a further Guarantees Acknowledgement Act certificate.

12. The Guarantor shall be currently liable under this guarantee at any time for the full amount of the debts and liabilities of the Customer to the Bank then outstanding, provided that the Guarantor shall not be in default under or in breach of this guarantee unless and until the Bank has made demand upon the Guarantor hereunder and the Guarantor has failed to pay the amount demanded or otherwise failed to comply with such demand forthwith following receipt (or deemed receipt) of such demand. In the case of default the Bank may maintain an action upon this guarantee whether or not the Customer is joined therein or separate action is brought against the Customer or judgment obtained against him. The Bank's rights are cumulative and shall not be exhausted by the exercise of any of the Bank's rights hereunder or otherwise against the Guarantor or by any successive actions until and unless all indebtedness and liability hereby guaranteed has been paid and each of the Guarantor's obligations under the guarantee has been fully performed.

13. The Guarantor shall pay to the Bank on demand (in addition to all debts and liabilities of the Customer hereby guaranteed) all costs, charges and expenses (including, without limitation, lawyer's fees as between solicitor and his own client on a full indemnity basis) incurred by the Bank for the preparation, execution and perfection and enforcement of this guarantee and of any securities collateral thereto, together with interest thereon, both before and after demand, default and judgment, calculated from the date of payment by the Bank of each such cost, charge and expense until payment by the Guarantor hereunder, at a rate per annum equal to 3% above the rate published by the Bank from time to time as the Bank's prime lending rate. A statement signed by any officer of the Bank confirming the Bank's prime lending rate at any time or times shall be conclusive evidence thereof for all purposes under this guarantee.

14. This instrument is in addition and without prejudice to any other securities of any kind including any other guarantees, whether or not in the same form as this instrument, now or hereafter held by the Bank. Without limiting the generality of the foregoing, all limits and evidence of liability pursuant to any guarantee now or hereafter held by the Bank shall be cumulative.

15. There are no representations, warranties, collateral agreements or conditions with respect to this guarantee or affecting the Guarantor's liability hereunder other than as contained herein. Without restricting the generality of the foregoing, this guarantee shall be operative and binding upon every signatory hereto notwithstanding the non-execution hereof by any other proposed or intended signatory or signatories.

16. This instrument shall be construed in accordance with the laws of Alberta, and the Guarantor agrees that any legal suit, action or proceedings arising out of or relating to this instrument may be instituted in the courts of such province or territory and the Guarantor hereby accepts and irrevocably submits to the jurisdiction of the said courts and acknowledges their competence and agrees to be bound by any judgment thereof, provided that nothing herein shall limit the Bank's right to bring proceedings against the Guarantor elsewhere.

17. This instrument shall extend to and enure to the benefit of the successors and assigns of the Bank and shall be binding upon the Guarantor and the heirs, executors, administrators and successors of the Guarantor.

GIVEN under seal at Medicine Hat, Alberta this 5th day of November, 2015.

(corporate seal(s) if corporate guarantor)

Witness:

LUC BERIAULT

Affix Seal

Form 1114A (01/11)

GUARANTEES ACKNOWLEDGMENT ACT
Certificate of Notary Public

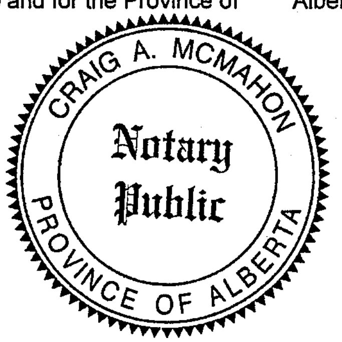
ereby certify that

1. LUC BERIAULT of the City of Medicine Hat in the Province of Alberta the Guarantor in the guarantee dated the 5th day of November, 2015 made between Luc Beriault and **CANADIAN WESTERN BANK**, 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 him/her that he/she is aware of the contents of the guarantee and understands it.

GIVEN at the City of Medicine Hat in the Province of Alberta this 5th day of November, 2015 under my hand and seal of office.

A Notary Public in and for the Province of Alberta



STATEMENT OF GUARANTOR
I am the person named in this Certificate

LUC BERIAULT

CONFIRMATION AND WAIVER OF INDEPENDENT LEGAL ADVICE

I, LUC BERIAULT, of the City of Medicine Hat, in the Province of Alberta, DO HEREBY CERTIFY AND COVENANT AS FOLLOWS:

1. I have executed a Full Liability Guarantee ("Guarantee") dated the 5th day of November, 2015, between Luc Beriault ("Guarantor") and Canadian Western Bank ("Lender") for all present and after acquired personal property ("Borrowed Amount") in support of lending or financing by the Lender in favour of 640 Holdings Ltd. ("Borrower"). The Guarantee guarantees the present or future indebtedness or obligations ("Guarantee Obligations") of the Borrower to the Lender.

2. I understand, and it has been explained to me by Craig A. McMahon, of Field Law of Calgary, Alberta THAT:

   (a) I am obligated, along with the Borrower, to repay the Borrowed Amount to the Lender;

   (b) if the Borrower defaults in the payment of any or all of the Borrowed Amount, I, along with the Borrower, am legally obligated for all of the Guarantee Obligations;

   (c) I am responsible to repay the Borrowed Amount to the Lender;

   (d) the Lender can obtain a judgment against me for the Borrowed Amount and enforce the judgment against my assets, subject to any exemption provided by legislation in the Province of Alberta or the laws of Canada. I am advised by Craig A. McMahon, of Field Law, of Calgary, Alberta, that these exemptions are more or less minor in nature, and therefore, a great majority of my assets can be taken from me, or attached and sold under the judgment and the monies paid to the Lender to satisfy the Borrowed Amount.

3. In addition, I have been advised by Craig A. McMahon, of Field Law that I am entitled to independent legal advice in regard to the execution of this Guarantee, and I HEREBY WAIVE such independent legal advice. I believe that I fully understand the meaning of the Guarantee and the implications of the Guarantee on me and my assets.

DATED at the City of Medicine Hat, in the Province of Alberta, this 5th day of November, 2015.

LUC BERIAULT

CANADIAN WESTERN BANK

FULL LIABILITY GUARANTEE

For value received the undersigned ("Guarantor") hereby guarantees to CANADIAN WESTERN BANK ("Bank") payment, forthwith after demand made therefor as hereinafter provided, of all indebtedness and liability (present and future, direct or indirect, absolute or contingent, matured or not) of 640 HOLDINGS LTD. ("Customer") to the Bank whether arising from agreement or dealings between the Bank and the Customer or from agreement or dealings between the Bank and any third person by which the Customer now is or hereafter may become indebted or liable to the Bank or however otherwise arising and whether the Customer be bound alone or with another or others and whether as principal or surety or guarantor; and the Guarantor further agrees that:

1. If more than one Guarantor executes this instrument the provisions hereof shall be read with all grammatical changes thereby rendered necessary and each reference to the Guarantor shall include the undersigned and each and every one of them severally and this guarantee and all covenants and agreements herein contained shall be deemed to be joint and several. This instrument shall be read with all grammatical changes made necessary by the Guarantor's or Customer's gender.

2. The Bank may increase, reduce, renew, extend, discontinue or otherwise vary the Customer's credit, grant time, renewals, extensions, releases and discharges to, take and give up securities (which may include other guarantees), and otherwise deal with the Customer and other parties and securities as the Bank may see fit, and may apply all monies received from the Customer or others or from the sale or other disposal of security upon such part of the Customer's liability as the Bank may think best, without prejudice to or in any way limiting or lessening the liability of the Guarantor under this guarantee. The Guarantor's obligation to pay under this guarantee shall not be limited or reduced as a result of the termination, invalidity or unenforceability of any right of the Bank against the Customer or any other party (including other guarantors) for any cause whatsoever.

3. This guarantee shall be a continuing security for payment by the Customer to the Bank of all the indebtedness and liability aforesaid; provided that the Guarantor may determine his further liability under this guarantee by 30 days written notice given to the branch of the Bank at which this guarantee is held but, if such notice be given, this guarantee shall apply and extend to any indebtedness or liability of the Customer to the Bank incurred prior to the expiration of 30 days from the date of receipt of such notice by the said branch of the Bank.

4. The Bank shall not be bound to exhaust its recourse against the Customer or other parties or the securities that it may hold before being entitled to payment from the Guarantor under this guarantee.

5. Any loss of or in respect of securities received by the Bank from the Customer or others, whether occasioned through the fault of the Bank or otherwise, shall not discharge or limit or lessen the liability of the Guarantor under this guarantee.

6. Any change or changes in the name of the Customer, or, if the Customer is a partnership, any change or changes in the membership of the Customer's firm by death or by the retirement of one or more of the partners or by the introduction of one or more new partners or otherwise, shall not affect or in any way limit or lessen the liability of the Guarantor under this guarantee and this guarantee shall extend to the person, firm or corporation acquiring or from time to time carrying on the business of the Customer.

7. All monies, advances, renewals and credits borrowed or obtained from the Bank shall be deemed to form part of the indebtedness and liabilities hereby guaranteed, notwithstanding any incapacity, disability, limitation of status or lack of power of the Customer or the directors, partners or agents thereof, or that the Customer may not be a legal entity, or any defect in the borrowing or obtaining of such money, advances, renewals or credits; and any amount which may not be recoverable from the Guarantor on the footing of a guarantee shall be recoverable from the Guarantor as principal debtor in respect thereof and it shall be paid to the Bank after demand therefor by the Bank.

8. Any account settled or stated by or between the Bank and the Customer shall be accepted by the Guarantor as conclusive evidence that the balance or amount thereby appearing due by the Customer to the Bank is in fact so due.

9. The Guarantor agrees not to assert any right of contribution against any other guarantor until the customer's indebtedness and liabilities have been paid in full. If the Bank should receive from the Guarantor a payment in full or on account of the indebtedness or liability under this guarantee, all rights of subrogation arising therefrom shall be postponed and the Guarantor shall not be entitled to claim repayment against the Customer or the Customer's estate until the Bank's claims against the Customer have been paid in full; and in the case of liquidation, winding up or bankruptcy of the Customer (whether voluntary or compulsory) or in the event that the Customer shall make a bulk sale of any of the Customer's assets within the bulk transfer provisions of any applicable legislations, or shall make any compromise with creditors or scheme of

arrangement, the Bank shall have the right to rank for its full claim and receive all dividends or other payments in respect thereof until its claim has been paid in full and the Guarantor shall continue to be liable, up to the amount guaranteed, less any payments made by the Guarantor, for any balance which may be owing to the Bank by the Customer. In the event of the valuation by the Bank of any of its securities and/or the retention of such securities by the Bank, such valuation and/or retention shall not, as between the Bank and the Guarantor, be considered as a purchase of such securities or as payment or satisfaction or reduction of the Customer's indebtedness or liabilities to the Bank, or any part thereof.

10. Any notice or demand which the Bank may wish to give may be served on the Guarantor either personally on him or his legal personal representative or, in the case of a corporation, on any officer or director of the corporation, or by sending the same registered mail in an envelope addressed to the last known address of the Guarantor as it appears on the Bank's records and the notice so sent shall be deemed to be received on the fifth business day following that on which it is mailed.

11. As security for the performance of the Guarantor's covenants herein and the payment of the present and future debts and liabilities of the Customer to the Bank, the Guarantor hereby grants to the Bank a security interest in all debts and liabilities, present and future, of the Customer to the Guarantor, all of which are hereby assigned by the Guarantor to the Bank and postponed to the present and future debts and liabilities of the Customer to the Bank. Any monies or other proceeds received by the Guarantor in respect of such debts and liabilities shall be received in trust for and forthwith paid over to the Bank, in whole, without in any way limiting or lessening the liability of the Guarantor hereunder. Notwithstanding anything to the contrary herein, the assignment and postponement contained in this paragraph 11 are intended to be and are independent of the remainder of this guarantee and may, at the option of The Bank, be severed therefrom. A notice of termination given by the Guarantor pursuant to paragraph 3 shall not terminate the provisions contained in this paragraph 11, which shall continue in full force and effect until released in writing by the Bank. The Guarantor hereby acknowledges receiving a copy of this guarantee and waives all rights to receive from the Bank a copy of any financing statement, financing change statement or verification statement filed or issued at any time in respect of this assignment. The Guarantor further acknowledges that, at the Bank's option, any additional security granted by the Guarantor in support of this guarantee shall be deemed to be incorporated into this guarantee by reference. In particular, the Guarantor acknowledges that such additional security shall be valid without the necessity of a further Guarantees Acknowledgement Act certificate.

12. The Guarantor shall be currently liable under this guarantee at any time for the full amount of the debts and liabilities of the Customer to the Bank then outstanding, provided that the Guarantor shall not be in default under or in breach of this guarantee unless and until the Bank has made demand upon the Guarantor hereunder and the Guarantor has failed to pay the amount demanded or otherwise failed to comply with such demand forthwith following receipt (or deemed receipt) of such demand. In the case of default the Bank may maintain an action upon this guarantee whether or not the Customer is joined therein or separate action is brought against the Customer or judgment obtained against him. The Bank's rights are cumulative and shall not be exhausted by the exercise of any of the Bank's rights hereunder or otherwise against the Guarantor or by any successive actions until and unless all indebtedness and liability hereby guaranteed has been paid and each of the Guarantor's obligations under the guarantee has been fully performed.

13. The Guarantor shall pay to the Bank on demand (in addition to all debts and liabilities of the Customer hereby guaranteed) all costs, charges and expenses (including, without limitation, lawyer's fees as between solicitor and his own client on a full indemnity basis) incurred by the Bank for the preparation, execution and perfection and enforcement of this guarantee and of any securities collateral thereto, together with interest thereon, both before and after demand, default and judgment, calculated from the date of payment by the Bank of each such cost, charge and expense until payment by the Guarantor hereunder, at a rate per annum equal to 3% above the rate published by the Bank from time to time as the Bank's prime lending rate. A statement signed by any officer of the Bank confirming the Bank's prime lending rate at any time or times shall be conclusive evidence thereof for all purposes under this guarantee.

14. This instrument is in addition and without prejudice to any other securities of any kind including any other guarantees, whether or not in the same form as this instrument, now or hereafter held by the Bank. Without limiting the generality of the foregoing, all limits and evidence of liability pursuant to any guarantee now or hereafter held by the Bank shall be cumulative.

15. There are no representations, warranties, collateral agreements or conditions with respect to this guarantee or affecting the Guarantor's liability hereunder other than as contained herein. Without restricting the generality of the foregoing, this guarantee shall be operative and binding upon every signatory hereto notwithstanding the non-execution hereof by any other proposed or intended signatory or signatories.

16. This instrument shall be construed in accordance with the laws of Alberta, and the Guarantor agrees that any legal suit, action or proceedings arising out of or relating to this instrument may be instituted in the courts of such province or territory and the Guarantor hereby accepts and irrevocably submits to the jurisdiction of the said courts and acknowledges their competence and agrees to be bound by any judgment thereof, provided that nothing herein shall limit the Bank's right to bring proceedings against the Guarantor elsewhere.

17. This instrument shall extend to and enure to the benefit of the successors and assigns of the Bank and shall be binding upon the Guarantor and the heirs, executors, administrators and successors of the Guarantor.

GIVEN under seal at Medicine Hat, Alberta this 5th day of November, 2015.

(corporate seal(s) if corporate guarantor)

Witness:

JEAN BERIAULT

Seal

GUARANTEES ACKNOWLEDGMENT ACT
Certificate of Notary Public

eby certify that

1. JEAN BERIAULT of the City of Medicine Hat in the Province of Alberta the Guarantor in the guarantee dated the 5th day of November, 2015 made between Jean Beriault and **CANADIAN WESTERN BANK**, 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 him/her that he/she is aware of the contents of the guarantee and understands it.

GIVEN at the City of Medicine Hat in the Province of Alberta this 5th day of November, 2015 under my hand and seal of office.

A Notary Public in and for the Province of Alberta

CRAIG A. MCMAHON
Notary Public
PROVINCE OF ALBERTA

STATEMENT OF GUARANTOR
I am the person named in this Certificate

JEAN BERIAULT

CONFIRMATION AND WAIVER OF INDEPENDENT LEGAL ADVICE

I, JEAN BERIAULT, of the City of Medicine Hat, in the Province of Alberta, DO HEREBY CERTIFY AND COVENANT AS FOLLOWS:

1. I have executed a Full Liability Guarantee ("Guarantee") dated the 5th day of November, 2015, between Jean Beriault ("Guarantor") and Canadian Western Bank ("Lender") for all present and after acquired personal property ("Borrowed Amount") in support of lending or financing by the Lender in favour of 640 Holdings Ltd. ("Borrower"). The Guarantee guarantees the present or future indebtedness or obligations ("Guarantee Obligations") of the Borrower to the Lender.

2. I understand, and it has been explained to me by Craig A. McMahon, of Field Law of Calgary, Alberta THAT:

   (a) I am obligated, along with the Borrower, to repay the Borrowed Amount to the Lender;

   (b) if the Borrower defaults in the payment of any or all of the Borrowed Amount, I, along with the Borrower, am legally obligated for all of the Guarantee Obligations;

   (c) I am responsible to repay the Borrowed Amount to the Lender;

   (d) the Lender can obtain a judgment against me for the Borrowed Amount and enforce the judgment against my assets, subject to any exemption provided by legislation in the Province of Alberta or the laws of Canada. I am advised by Craig A. McMahon, of Field Law, of Calgary, Alberta, that these exemptions are more or less minor in nature, and therefore, a great majority of my assets can be taken from me, or attached and sold under the judgment and the monies paid to the Lender to satisfy the Borrowed Amount.

3. In addition, I have been advised by Craig A. McMahon, of Field Law that I am entitled to independent legal advice in regard to the execution of this Guarantee, and I HEREBY WAIVE such independent legal advice. I believe that I fully understand the meaning of the Guarantee and the implications of the Guarantee on me and my assets.

DATED at the City of Medicine Hat, in the Province of Alberta, this 5th day of November, 2015.

JEAN BERIAULT

THIS IS EXHIBIT "H" REFERRED TO IN THE AFFIDAVIT OF CHRISTOPHER CAMERON.

SWORN BEFORE ME THIS 16th DAY OF MARCH, 2026.

A Commissioner for Oaths in and for the Province of Alberta

Jackie Hosking
A Commissioner for Oaths
in and for Alberta

CANADIAN WESTERN BANK

THIS GENERAL SECURITY AGREEMENT DATED FEB 0 9 2017

BRANCH ADDRESS: #101, 2810 - 13th Ave SE, Medicine Hat, AB T1A 3P9

1. DEFINITIONS

The following definitions shall apply herein:

(a) "Act" means the Personal Property Security Act of the Province of Alberta in effect on the date hereof;

(b) "Accessions", "Account", "Chattel Paper", "Consumer Goods", "Document of Title", "Equipment", "Financing Change Statement", "Financing Statement", "Goods", "Instrument", "Intangible", "Inventory", "Money", "Purchase Money Security Interest", "Security", "Securities Account" and "Security Entitlement" shall have the meanings ascribed to them in the Act and shall be deemed to include both the singular and plural of such terms. All other capitalized words or terms used herein, unless otherwise defined herein, shall have the meanings ascribed to them in the Act and the Regulations passed pursuant thereto:

(c) "Agreement", "herein", and similar expressions refer to the whole of this Security Agreement and not to any particular section or other portion thereof and extend to and include every instrument which amends or supplements this Agreement;

(d) "Bank" means **CANADIAN WESTERN BANK**;

(e) "Collateral" means all present and after-acquired personal property and Real Property of the Debtor of whatever kind and wherever situate, including, without limiting the generality of the foregoing, those specific items, if any, described on the attached Schedule "A", and all other related, attached collateral schedules and all documents, writings, papers, books of account and records relating to the foregoing and all rights and interests therein, but shall not include:

(i) the last day of any term of years reserved by any lease, verbal or written, or any agreement therefor now or hereafter held by the Debtor, it being the intention that the Debtor shall stand possessed of the reversion remaining in respect of any leasehold interest forming part of the Collateral upon trust to assign and dispose thereof as the Bank may after default direct,

(ii) Consumer Goods, or

(iii) those specific items, if any, described on the attached Schedule "B";

(f) "Debtor" means Positive Life Concepts Inc.

(g) "Default" means the happening of any one or more of the events or conditions described in section 7 and such term shall be deemed to include each, any, or all such events or conditions, whether any such event is voluntary or involuntary or is effected by operation of law or pursuant to or in compliance with any judgement, decree or order of any Court or any order, rule or regulation of any administrative or governmental body;

(h) "Indebtedness" means and includes any and all obligations, indebtedness and liability of the Debtor to the Bank, (including but not limited to principal, interest and all costs on a full indemnity basis) present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wherever and however incurred, together with any ultimate unpaid balance thereof, whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again, and whether the Debtor is bound alone or with another or others and whether as principal or surety;

(i) "Permitted Encumbrances" means those specific security interests, if any, whether by way of mortgage, lien, claim, charge or otherwise, listed on Schedule "A: or hereafter approved in writing by the Bank prior to their creation or assumption;

(j) "Proceeds" shall have the meaning ascribed to in in the Act and shall be interpreted to include bank accounts, cash, trade-ins, Equipment, notes, Chattel Paper, Goods, contractual rights, Accounts and any other personal property or obligation received when Collateral or Proceeds thereof are sold, exchanged, collected or otherwise disposed of;

(k) "Real Property" means all of the Debtor's right, title and interest in and to all its presently owned or held and after acquired or held real, immovable and leasehold property and all interests therein, and all easements, right-of-way, privileges, benefits, licenses, improvements and rights whether connected therewith or appurtenant thereto or separately owned or held, including all structures, plant and other fixtures;

(l) "Receiver" means any one or more persons (whether officers of the Bank or not), firms or corporations appointed pursuant to subsection 9(f) and shall be deemed to include a receiver, manager, receiver-manager or receiver and manager; and

(m) "Security Interest" means the security interest and the floating charge granted by the Debtor to the Bank pursuant to this Agreement.

2. GRANT OF SECURITY INTEREST

For value received (the receipt and sufficiency of which is hereby acknowledged)

(a) the Debtor hereby grants, assigns, conveys, mortgages, pledges and charges, as and by way of a specific mortgage, pledge and charge and grants a continuing Security Interest to and in favor of the Bank in the Collateral.

3. INDEBTEDNESS SECURED

The Security Interest secures payment and satisfaction of the Indebtedness; provided however, that if the Security Interest in the Collateral is not sufficient to satisfy the Indebtedness of the Debtor in full, the Debtor agrees that the Debtor shall continue to be liable for any Indebtedness remaining outstanding and the Bank shall be entitled to pursue full payment and satisfaction thereof.

4. ATTACHMENT OF SECURITY INTEREST

The Security Interest shall attach to the Collateral at the earliest possible moment in accordance with the Act, there being no intention on the part of the Debtor and the Bank that it attach at any later time.

5. REPRESENTATIONS AND WARRANTIES OF THE DEBTOR

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

(a) the Debtor, if a natural person, is of legal age and, if a corporation, is duly organized, existing and in good standing under the laws of its incorporating jurisdiction and of each other jurisdiction in which the nature of its activities make such necessary;

(b) the Debtor has the right, power and authority to enter into this Agreement and to grant the Security Interest;

(c) the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate action and are not in contravention of any instrument by which the Debtor has been incorporated or continued, any instrument amending any such instrument, any internal regulation of the Debtor, any law, or any indenture, agreement or undertaking to which the Debtor is a party or by which it is bound;

(d) the Debtor has not previously carried on business, does not currently carry on business, and shall not, without the prior written consent of the Bank, in the future carry on business under any name other than the name set forth in paragraph 1(f);

(e) the Collateral is genuine and is legally and beneficially owned by the Debtor free of all security interests except for the Security Interest and the Permitted Encumbrances;

(f) the description of the Specifically Described Collateral, whether contained herein or provided elsewhere the Debtor to the Bank, is complete and accurate and all serial numbers affixed or ascribed to any of the Collateral have been provided to the Bank;

(g) each Chattel Paper, Intangible and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same ("Account Debtor"), the amount represented by the Debtor to the Bank from time to time as owing by each Account Debtor shall be the correct amount owing unconditionally by such Account Debtor, and no Account Debtor shall have any defence, set-off, claim or counterclaim against the Debtor which can be asserted against the Bank, whether in any proceedings to enforce the Collateral or otherwise;

(h) the locations specified in the attached Schedule "C" as to business operations and records are accurate and complete and, except for Goods in transit to such locations and Inventory on lease or consignment, all Collateral shall be situate at one of such locations;

(i) all financial statements, certificates and other information concerning the Debtor's financial condition or otherwise from time to time furnished by the Debtor to the Bank are and shall be in all respects complete, correct and fair representations of the affairs of the Debtor stated in accordance with generally accepted accounting principles applied on a consistent basis;

(j) there has not been and shall not be a material adverse change in the Debtor's position, financial or otherwise, from that indicated by the financial statements which have been delivered to the Bank;

(k) there are no actions, suits or proceedings pending or, to the knowledge of the Debtor, threatened against the Debtor except as have been disclosed in writing to and approved by the Bank; and

(l) none of the Collateral is or shall be Consumer Goods.

6. COVENANTS OF THE DEBTOR

The Debtor covenants:

(a) to defend the Collateral against the claims and demands of all other parties claiming the same or an interest therein and to keep the Collateral free from all security interests except for the Security Interest and the Permitted Encumbrances:

(b) except as expressly permitted herein, not to sell, exchange, transfer, assign, destroy, lease or otherwise dispose of the Collateral or any interest therein without the prior written consent of the Bank;

(c) except as expressly permitted herein, not to move the Collateral from its current location, as indicated on Schedule "C", without the prior written consent of the Bank:

(d) to assemble and deliver the Collateral to the Bank at such location as the Bank may direct;

(e) to notify the Bank promptly in writing of:

(i) any change in the information contained in this Agreement including any information relating to the Debtor (including its name), the Debtor's business, the Collateral, or the locations of the Collateral or the records of the Debtor, so that the Bank shall be constantly advised of all places where the Debtor conducts its business, maintains the Collateral and maintains its records,

(ii) the details of any significant acquisition of Collateral (including serial numbers where required under the Act in connection with registration or as otherwise requested by the Bank), and for the purposes of this Agreement "significant" shall mean any item or items the value of which exceeds in the aggregate$ 5,000,

(iii) the removal of any of the Collateral to any jurisdiction in which any registration of, or in respect of, this Agreement may not be effective to protect the Security Interest, and in the case of such removal to provide the Bank with a written certificate stating the time of removal, what is being removed and the intended new locality of such Collateral, and to assist the Bank in effecting such further registrations as may be required by the Bank to protect its Security Interest; provided however that this provision shall not be construed as a waiver of any prohibition against removal or relocation of Collateral contained elsewhere in this Agreement, nor shall it be construed as permission to do so,

(iv) the details of any claims or litigation affecting the Debtor or the Collateral,

(v) any loss or damage to the Collateral,

(vi) any Default by an Account Debtor in payment or other performance of its obligations with respect to any Collateral, and

(vii) the return to or repossession by the Debtor of any Collateral;

(f) to keep all of its property, including the Collateral, in good order, condition and repair and not to use the Collateral in violation of the provisions of this Agreement or any other agreement relating to the Collateral or any policy insuring the Collateral or any applicable statute, law, by-law, rule, regulation or ordinance having jurisdiction over the same;

(g) to execute, acknowledge and deliver such further agreements and documents supplemental hereto (including financial statements, further schedules to this Agreement, assignments and transfers) and to do all acts, matters and things as may be requested by the Bank in order to give effect to this Agreement and to perfect the Security Interest, including but not limited to any of the same which may be required to correct or amplify the description of any Collateral or for any other purpose not inconsistent with the terms of this Agreement;

(h) to pay all costs and expenses on a full indemnity basis (including legal fees as between a solicitor and his own client) incidental to:

(i) the preparation, execution and filing of this Agreement,

(ii) maintaining, protecting and defending the Collateral, the Security Interest, and all of the Bank's rights and interest arising pursuant to this Agreement, and

(iii) the exercise of any right or remedies of the Bank pursuant to this Agreement, including but not limited to the costs of the appointment of a Receiver and all expenditures incurred by such Receiver, the cost of any sale proceedings (whether the same prove abortive or not), and all costs of inspection, and all other costs and expenses incurred by the Bank in connection with or arising out of, directly or indirectly, this Agreement, all without limitation. All such costs and expenses shall be payable by the Debtor immediately upon demand from the Bank and until paid shall bear interest from the date incurred by the Bank at the highest rate of interest then chargeable by the Bank to the Debtor on any of the Indebtedness. The amount of all such costs and expenses shall be added to the Indebtedness and shall be secured by this Agreement;

(i) to punctually pay and discharge all taxes, rates, levies, assessments and other charges of every nature which might result in any lien, encumbrance, right of distress, forfeiture or termination or sale, or any other remedy being enforced against the Collateral and to provide to the Bank satisfactory evidence of such payment and discharge;

(j) to maintain its corporate existence, and to diligently preserve all its rights, licenses, powers, privileges, franchises and goodwill;

(k) to observe and perform all of its obligations and comply with all conditions under leases, licenses and other agreements to which it is a party or pursuant to which any of the Collateral is held;

(l) to carry on and conduct its business in an efficient and proper manner so as to preserve and protect the Collateral and income therefrom;

(m) to keep, in accordance with generally accepted accounting principles consistently applied, proper books of account and records of all transaction in relation to its business and the Collateral;

(n) to observe and conform to all valid requirements of law and of any governmental or municipal authority relating to the Collateral or the carrying on by the Debtor of its business;

(o) at all reasonable times, to allow the Bank access to its premises in order to view the state and condition of its property and to inspect its books and records and make extracts therefrom;

(p) to insure the Collateral for such periods, in such amounts, on such terms, with such insurers and against such loss or damage by fire and other such risks as the Bank reasonably directs, with loss payable to the Bank and the Debtor as insureds, as their respective interests may appear, to pay all premiums therefor, to deliver evidence of the same on request, and to do all acts necessary to obtain payment to the Bank of any insurance proceeds;

(q) to prevent the Collateral from being or becoming an Accession or a fixture to other property not covered by this Agreement or other security granted by the Debtor in favor of the Bank;

(r) to deliver to the Bank from time to time promptly upon request:

(i) any Documents of Title, Instruments, Securities, Security Entitlements, Securities Account and Chattel Paper constituting the Collateral,

(ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to the Collateral, and

(iii) all financial statements prepared by or for the Debtor regarding its business, or, where the Debtor is an individual, all tax returns and such personal financial statements as the Bank may request,

(iv) all policies and certificates of insurance relating to the Collateral, and

(v) such further information concerning the Collateral, the Debtor and the Debtor's business and affairs as the Bank may request;

(s) not to change the present use of the Collateral; and

(t) to comply with all other requirements of the Bank, whether in the nature of positive or negative covenants, as may be communicated by the Bank to the Debtor from time to time, including but not limited to those additional covenants, terms and conditions, if any, contained on the attached Schedule "D".

7. EVENTS OF DEFAULT

The following constitute Default:

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

(b) failure of the Debtor to perform or observe any obligation, covenant, term, provision or condition contained in this Agreement or any other agreement, security instrument or other document made by the Debtor with or in favor of the Bank or any other person, firm or corporation;

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

(d) the Debtor becomes insolvent or makes a voluntary assignment or proposal in bankruptcy or otherwise acknowledges its insolvency, a bankruptcy petition is filed or presented against the Debtor, the making of an authorized assignment for the benefit of the creditors of the Debtor, the appointment of a receiver, receiver-manager, receiver and manager or trustee for the Debtor or any assets of the Debtor, or the institution by or against the Debtor of any other type of insolvency proceeding under the Bankruptcy Act, Companies Creditors Arrangement Act or similar legislation in any jurisdiction;

(e) any act, matter or thing being done toward, or the commencement of any action or proceeding for, terminating the corporate existence of the Debtor, or if the Debtor is a partnership, the existence of the partnership, whether by way of winding-up, surrender of charter or otherwise;

(f) any encumbrance or security interest affecting the Collateral becomes enforceable;

(g) the Debtor ceases or threatens to cease to carry on its business or makes or proposes to make a bulk sale of its assets or any sale of the Collateral other than as expressly permitted herein;

(h) any execution or other process of any Court becomes enforceable against the Debtor or a distress or analogous process is levied upon the assets of the Debtor or any part thereof (whether or not forming part of the Collateral);

(i) the Debtor permits any amount which has been admitted as due by it or is not disputed to be due by it and which forms, or is capable of being made, a charge upon the Collateral in priority to, or pari passu with, the charge created by this Agreement to remain unpaid for 30 days after proceedings have been taken to enforce the same;

(j) the Debtor allows any amount outstanding from it to the Crown pursuant to any federal or provincial statute to remain unpaid for 30 days or more;

(k) a corporate dispute occurs within the Debtor, if a corporation, (whether between or among its shareholders, directors, officers, employees or otherwise) which may hamper the business operations of the Debtor or otherwise adversely affect, in the sole opinion of the Bank, the Debtor's business, assets or the Collateral;

(l) any representation or warranty furnished by or on behalf of the Debtor pursuant to or in connection with this Agreement (regardless of the form thereof or whether contained herein or elsewhere), whether as an inducement to the Bank to extend any credit to or to enter into this or any other agreement with the Debtor or otherwise proves to have been false or misleading as of the day made in any material respect or to have omitted any substantial contingent or unliquidated liability or claim against the Debtor;

(m) there is any material adverse change in any of the facts disclosed to the Bank, in the Debtor's position (financial or otherwise), or in the nature and value of the Collateral; or

(n) the Bank considers or deems, in its sole opinion, that the Security Interest and the Collateral are not sufficient security in relation to the extent of the Indebtedness.

8. ACCELERATION

(a) In the event of Default the Bank, 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. The provisions of this clause shall not in any way affect any rights of the Bank with respect to any Indebtedness which may now or hereafter be payable on demand.

(b) In the event of early payout, in whole or in part, the Debtor shall pay the Bank a prepayment charge equal to the greater of three months interest on the amount of the prepayment calculated at the rate of interest payable on the loan or the Bank's unwinding costs consisting of the interest rate differential calculated by the Bank based on the difference between the interest rate on the loan being prepaid and the bid side yield on Government of Canada securities for a comparable term. Notwithstanding the foregoing, the terms of any early payout provisions and prepayment charges agreed upon in a commitment letter signed by the Debtor and the Bank shall take precedence over the early payout and prepayment charges provided for in this subsection.

9. REMEDIES

Upon Default the Bank shall have the following rights and powers, which the Bank may exercise immediately:

(a) to enter upon the premises of the Debtor or any other premises where the Collateral may be situated and to take possession of all or any part of the Collateral, by any method permitted by law, to the exclusion of all others, including the Debtor, its directors, officers, agents and employees, and the Debtor hereby waives and releases the Bank and any Receiver from all claims in connection therewith or arising therefrom;

(b) to remove all or any part of the Collateral to such place as the Bank deems advisable;

(c) to preserve and maintain the Collateral and to do all such acts incidental thereto as the Bank considers advisable, including but not limited to making replacements and additions to the Collateral;

(d) to collect, demand, sue on, enforce, recover and receive Collateral and give receipts and discharges therefor, and may do any such act and take any proceedings related thereto in the name of the Debtor or otherwise as the Bank considers appropriate;

(e) to sell, lease. or otherwise dispose of the Collateral in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as the Bank deems reasonable (including without limitation, by deferred payment) all in the Bank's absolute discretion and without the concurrence of the Debtor; provided however, that the Bank shall not be required to do so and it shall be lawful for the Bank to use and posses the collateral for any and all purposes and in any manner the Bank sees fit, all without hindrance or interruption by the Debtor or any other person or persons,provided however that none of the foregoing shall prejudice the Bank's right to pursue the Debtor for recovery in full of the amount of the Indebtedness, including the amount of any deficiency owing after the application of the proceeds of realization;

(f) to appoint by instrument in writing, with or without bond, or by application to any Court of competent jurisdiction, a Receiver of the Collateral and to remove any Receiver so appointed and appoint another or others in his stead. Any such Receiver shall, so far as concerns responsibility for his acts, be deemed the agent of the Debtor and not of the Bank and the Bank shall not be in any way responsible for any misconduct, negligence or non-feasance on the part of any such Receiver, his agents, servants or employees. Subject to the provisions of the instrument appointing him, any such Receiver shall have the power to take possession of the Collateral, to preserve the Collateral or its value, to carry on or concur in carrying on all or any part of the business of the Debtor and to sell, lease or otherwise dispose of or concur in selling, leasing or otherwise disposing of the Collateral (including disposition by way of deferred payment). To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others including the Debtor, enter upon, use and occupy all premises owned or occupied by the Debtor where Collateral may be situate, to employ and discharge such employees, agents or professional advisors as the Receiver deems advisable, to enter into such compromises, arrangements or settlements as the Receiver deems advisable, to borrow or otherwise raise money on the security of the Collateral and to issue Receiver's certificates and do all such other acts as the Receiver deems advisable in connection with any or the powers referred to herein. Except as may be otherwise directed by the Bank, all monies received from time to time by the Receiver in carrying out his appointment shall be received in trust for and paid over to the Bank. In addition, every Receiver may, in the discretion of the Bank, be vested with all or any of the rights and powers of the Bank under the Act or any other applicable legislation or under this Agreement or any other agreement;

(g) to rescind or vary any contract for sale, lease or other disposition that the Debtor or the Bank may have entered into and to resell, release or redispose of the Collateral;

(h) to deliver to any purchasers of the Collateral good and sufficient conveyances or deeds for the same free and clear of any claim by the Debtor. For such purposes, the purchaser or lessee receiving any disposition of the Collateral need not inquire whether Default under this Agreement has actually occurred but may as to this and all other matters rely upon a statutory declaration of an officer of the Bank, which declaration shall be conclusive evidence as between the Debtor and such purchaser or lessee, and any such disposition shall not be affected by any irregularity of any nature or kind relating to the enforcement of this Agreement or the exercise of the rights and remedies of the Bank;

(i) to exercise any of the powers and rights given to a Receiver pursuant to this Agreement;

(j) to provide written notice to the Debtor that all the powers, functions, rights and privileges of the directors and officers of the Debtor with respect to the Collateral, business and undertaking of the Debtor have or shall cease as of the date notified therein, except to the extent specifically continued at any time by the Bank in writing; and

(k) to take the benefit of or to exercise any other right, proceeding or remedy authorized or permitted at law or in equity, whether as a secured party pursuant to the Act as the same is in force from time to time or otherwise.

All rights and remedies of the Bank are cumulative and may be exercised at any time and from time to time independently or in combination. No delay or omission by the Bank in exercising any right or remedy shall operate as a waiver thereof or of any other right or remedy, and no singular partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Provided always that the Bank shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, maintain, lease or otherwise dispose of the Collateral, or to institute any proceedings for such purposes. The Bank shall have no obligation to take any steps to preserve rights against other parties, shall have no obligation to exercise any of the rights and remedies available to it on Default and shall not be liable or accountable for not exercising any such rights and remedies.

The Bank may waive any Default by no such waiver shall be effective unless made in writing and signed by an authorized officer of the Bank. Any such waiver shall not extend to, or be taken in any manner whatsoever to affect, any subsequent Default or the rights resulting therefrom.

10. BANK MAY REMEDY DEFAULT

The Bank shall have the right, but shall not be obliged to, remedy any Default of the Debtor and all sums thereby expended by the Bank shall be payable immediately by the Debtor, together with interest thereon at the highest rate of interest then chargeable by the Bank to the Debtor on any portion of the Indebtedness. All such sums shall be added to the Indebtedness and shall be secured by this Agreement. In no case shall the exercise of the Bank's rights pursuant to this Section 10 be deemed to relieve the Debtor from such Default or be deemed a waiver of such Default or of any other prior or subsequent Default.

11. USE OF COLLATERAL

Subject to compliance with the Debtor's covenants contained herein and to the following provisions of this Section 11, until Default the Debtor may:

(a) in the case of Equipment, dispose of the same for the purpose of immediately replacing it by other Equipment of a similar nature or of a more useful or convenient character and of at least equal value;

(b) in the case of Inventory and Money, dispose of the same in the ordinary course of the business of the Debtor and for the sole purpose of carrying on the same; and

(c) otherwise possess, collect, use, enjoy and deal with the Collateral in the ordinary course of the Debtor's business in any manner not expressly or impliedly prohibited herein or otherwise inconsistent with the provisions of this Agreement.

Notwithstanding the foregoing:

(a) before or after Default the Bank may notify all or any Account Debtors and may direct such Account Debtors to make all payments owed in respect of the Collateral directly to the Bank; and

(b) the Debtor agrees that any payments on or other Proceeds of Collateral received by the Debtor, whether before or after Default, shall be received and held by the Debtor in trust for the Bank and shall be turned over to the Bank upon request.

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

12. APPROPRIATION OF PAYMENTS

All payments made at any time in respect of the Indebtedness and all Proceeds realized from any Securities held therefor may be applied (and reapplied from time to time notwithstanding any previous application) in such manner as the Bank sees fit or, at the option of the Bank, may be held unappropriated in a collateral account or released to the Debtor all without prejudice to the rights of the Bank hereunder, including the Bank's right to collect from the Debtor the amount of any deficiency remaining after application of all such payments and Proceeds.

13. POWER OF ATTORNEY AND AUTHORIZATION TO FILE

The Debtor hereby authorizes the Bank to file such Financing Statements and other documents and do such acts, matters and things (including completing and adding schedules to this Agreement identifying Collateral or location) as the Bank from time to time deems appropriate to perfect, continue and realize upon the Security Interest and to protect and preserve the Collateral. In addition, for valuable consideration, the Debtor hereby irrevocably appoints the Bank and its officers from time to time, or any one or more of them, to be the true and lawful attorney of the Debtor, with full power of substitution, in the name of and on behalf of the Debtor to execute and to do all deeds, transfers conveyances, assignments, assurances, and other things which the Debtor ought to execute and do under the covenants and provisions contained in this Agreement and generally to use the name of the Debtor in the exercise of all or any of the rights, remedies and powers of the Bank.

14. MISCELLANEOUS

(a) The Bank may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, comprise, settle, grant releases and discharges and otherwise deal with the Debtor, debtors of the Debtor, sureties and others and with the Collateral and other securities as the Bank sees fit, all without prejudice to the liability of the Debtor to the Bank or to the Bank's rights in respect thereof. In addition, the Bank may demand, collect, and sue on the Collateral in either the Debtor's or the Bank's name, all at the Bank's option, and may endorse the Debtor's name on any and all cheques, commercial paper and other Instruments pertaining to or constituting the Collateral.

(b) Neither the execution or registration of this Agreement, nor the advance or readvance of part of the monies hereby intended to be secured, shall bind the Bank to advance or readvance the said monies or any unadvanced part thereof. The advance or readvance of the said monies or any part thereof from time to time shall be in the sole discretion of the Bank.

(c) The Debtor hereby waives protest of any Instrument constituting Collateral at any time held by the Bank on which the Debtor is in any way liable and, except as expressly prohibited by law, waives notice of any other action taken by the Bank.

(d) Without limiting any other right of the Bank, whenever the Indebtedness is due and payable or the Bank has the right to declare it to be due and payable (whether or not it has been so declared), the Bank may, in its sole discretion, set off against the Indebtedness any and all monies then owed to the Debtor by the Bank in any capacity, whether or not due, and the Bank 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 the Bank's records subsequent thereto.

(e) In any action brought by an assignee of this Agreement and the Security Interest or any part thereof to enforce any rights hereunder, the Debtor shall not assert against such assignee any claim or defence which the Debtor now has or may hereafter have against the Bank.

15. NOTICE

In addition to the notice provisions contained in the Act, whenever the Debtor or the Bank 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 only if delivered or sent by prepaid registered mail addressed to the party for whom it is intended at the Branch Address, in the case of the Bank, and at the Debtor Address, in the case of the Debtor, as set out herein or as changed pursuant hereto. Either party may notify the other of any change in such party's address to be used for the purposes hereof. All such communications shall, in the case of delivery or facsimile, be deemed received on the date of delivery and, if mailed as aforesaid, shall be deemed received on the third business day following the date of posting. In the case of a disruption in postal service all such communications shall be delivered.

16. INTERPRETATION

(a) This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta.

(b) This Agreement and the security afforded by it is in addition to and not in substitution for any other security now or hereafter held by the Bank and is intended to be a continuing security agreement and shall remain in full force and effect until released in writing by the Bank. The Bank shall have no obligation to provide such release unless and until the full amount of the Indebtedness has been paid in full.

(c) If any provision of this Agreement is held invalid, in whole or in part, by any Court of competent jurisdiction, the remaining terms and provisions of this Agreement shall remain in full force and effect and this Agreement shall be enforced to the fullest extent permitted by law.

(d) The Debtor hereby waives the benefit of all statutory, common law and equitable rights, benefits and provisions which in any way limit or restrict the Bank's rights and remedies, to the extent that such waiver is not expressly prohibited by law. The Debtor acknowledges and agrees that the Bank shall have the right to recover the full amount of the indebtedness by all lawful means, including the right to seek recovery of any deficiency remaining after the sale of the Collateral, including any sale thereof to the Bank.

(e) The headings of the sections of this Agreement are inserted for convenience of reference only and shall not affect or limit the construction or interpretation of this Agreement.

(f) All schedules, whether attached hereto on the date hereof or subsequently attached pursuant to the provisions of this Agreement, form part of this Agreement. With the exception of any schedules which may be added hereafter by the Bank without the concurrence of the Debtor pursuant to the provisions of this Agreement, no modification, variation or amendment of this Agreement shall be made except by a written agreement executed by the Debtor and the Bank.

(g) When the context so requires, words importing the singular number shall be read to include the plural and vice versa, and words importing gender shall be read with all grammatical changes necessary to reflect the identity of the parties.

(h) This Agreement shall enure to the benefit of the Bank, its successors and assigns and shall be binding upon the Debtor, its personal representatives, administrators, successors and permitted assigns.

(i) Time shall be in all respects of the essence of this Agreement.

17. RECEIPT OF DOCUMENTS

(a) The Debtor hereby acknowledges receiving a copy of this Agreement.

(b) The Debtor hereby waives its right to receive a copy of any Financing Statement, Financing Change Statement or verification statement which may be filed by or issued to the Bank pursuant to the Act.

IN WITNESS WHEREOF the Debtor has executed this Agreement as of the date first stated above, by his/her hand or by authorized signing officers if the debtor is not an individual.

Positive Life Concepts Inc.

Name: Luc Beriault

Title: President

Signature:

Name: Jean Beriault

Title: Secretaryu/Treasurer

Signature:

Corporate Seal
If Applicable

INDIVIDUAL DEBTOR

Name:

Signature:

Witness

Name:

Signature:

DEBTOR ADDRESS:
(Chief Executive Office, if Corporation, or residence if Individual)

640 3 St SE
Medicine Hat, AB
T1A 0H5

SCHEDULE "A"

1. **SPECIFICALLY DESCRIBED COLLATERAL**
   (a) Serial Number Goods

Make	Model	Year of Manufacture	Serial Number

   (b) Other

2. **PURCHASE MONEY SECURITY INTERESTS**

3. **PERMITTED ENCUMBRANCES**

SCHEDULE "B"

PERSONAL PROPERTY NOT INCLUDED IN COLLATERAL

SCHEDULE "C"

1. LOCATIONS OF DEBTOR'S BUSINESS OPERATIONS

(a) Chief Executive Office

(b) Other Locations:

2. LOCATIONS OF RECORDS RELATING TO COLLATERAL

3. LOCATIONS OF COLLATERAL

SCHEDULE "D"

ADDITIONAL COVENANTS, TERMS AND CONDITIONS

Dated: ____________________

FROM:
Positive Life Concepts Inc.

TO: **CANADIAN WESTERN BANK**

GENERAL SECURITY AGREEMENT

THIS IS EXHIBIT "I" REFERRED TO IN THE AFFIDAVIT OF CHRISTOPHER CAMERON.

SWORN BEFORE ME THIS 16th DAY OF MARCH, 2026.

A Commissioner for Oaths in and for the Province of Alberta

Jackie Hosking
A Commissioner for Oaths
in and for Alberta

Form 1153 (W) (01/09)

CANADIAN WESTERN BANK

Office: Medicine Hat **Date:** Sept 9, 2021

DEMAND NOTE

FOR VALUE RECEIVED the undersigned, jointly and severally if more than one, promise(s) to pay to or to the order of CANADIAN WESTERN BANK ("Bank") at the above office of the Bank:

ON DEMAND the principal sum of ($1,580,000.00) One Million, Five Hundred Eighty Thousand and 00/100 Dollars;

AND WITHOUT DEMAND, interest at a variable rate per annum (both before and after maturity, default and judgement) equal to the rate established by the Bank from time to time as the Bank's prime lending rate for Canadian Dollar Loans ("Prime Rate") plus 1.500% per cent on the outstanding balance of the principal sum owing from time to time. Interest shall be calculated daily and compounded and payable monthly. Overdue interest shall bear interest at the same variable rate.

The interest rate payable hereunder shall vary automatically without notice to any interested party hereto, on each occasion on which the Bank's Prime Rate is varied. The Bank's Prime Rate as of the date hereof is 2.450% per cent per annum and the interest rate payable hereunder as of the date hereof is 3.950% per cent per annum.

640 HOLDINGS LTD.

(Authorized Signatory)

JB.

(Bank Officer's Initials)

(Authorized Signatory)

THIS IS EXHIBIT "J" REFERRED TO IN THE AFFIDAVIT OF CHRISTOPHER CAMERON.

SWORN BEFORE ME THIS 16th DAY OF MARCH, 2026.

A Commissioner for Oaths in and for the Province of Alberta

Jackie Hosking
A Commissioner for Oaths
in and for Alberta

CANADIAN WESTERN BANK

THIS GENERAL SECURITY AGREEMENT DATED November 5, 2015

BRANCH ADDRESS: #101, 2810 - 13th Avenue SE, Medicine Hat, AB T1A 3P9

1. DEFINITIONS

The following definitions shall apply herein:

(a) "Act" means the Personal Property Security Act of the Province of Alberta in effect on the date hereof;

(b) "Accessions", "Account", "Chattel Paper", "Consumer Goods", "Document of Title", "Equipment", "Financing Change Statement", "Financing Statement", "Goods", "Instrument", "Intangible", "Inventory", "Money", "Purchase Money Security Interest", "Security", "Securities Account" and "Security Entitlement" shall have the meanings ascribed to them in the Act and shall be deemed to include both the singular and plural of such terms. All other capitalized words or terms used herein, unless otherwise defined herein, shall have the meanings ascribed to them in the Act and the Regulations passed pursuant thereto:

(c) "Agreement", "herein", and similar expressions refer to the whole of this Security Agreement and not to any particular section or other portion thereof and extend to and include every instrument which amends or supplements this Agreement;

(d) "Bank" means **CANADIAN WESTERN BANK**;

(e) "Collateral" means all present and after-acquired personal property and Real Property of the Debtor of whatever kind and wherever situate, including, without limiting the generality of the foregoing, those specific items, if any, described on the attached Schedule "A", and all other related, attached collateral schedules and all documents, writings, papers, books of account and records relating to the foregoing and all rights and interests therein, but shall not include:

   (i) the last day of any term of years reserved by any lease, verbal or written, or any agreement therefor now or hereafter held by the Debtor, it being the intention that the Debtor shall stand possessed of the reversion remaining in respect of any leasehold interest forming part of the Collateral upon trust to assign and dispose thereof as the Bank may after default direct,

   (ii) Consumer Goods, or

   (iii) those specific items, if any, described on the attached Schedule "B";

(f) "Debtor" means 640 Holdings Ltd.

(g) "Default" means the happening of any one or more of the events or conditions described in section 7 and such term shall be deemed to include each, any, or all such events or conditions, whether any such event is voluntary or involuntary or is effected by operation of law or pursuant to or in compliance with any judgement, decree or order of any Court or any order, rule or regulation of any administrative or governmental body;

(h) "Indebtedness" means and includes any and all obligations, indebtedness and liability of the Debtor to the Bank, (including but not limited to principal, interest and all costs on a full indemnity basis) present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wherever and however incurred, together with any ultimate unpaid balance thereof, whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again, and whether the Debtor is bound alone or with another or others and whether as principal or surety;

(i) "Permitted Encumbrances" means those specific security interests, if any, whether by way of mortgage, lien, claim, charge or otherwise, listed on Schedule "A: or hereafter approved in writing by the Bank prior to their creation or assumption;

(j) "Proceeds" shall have the meaning ascribed to in in the Act and shall be interpreted to include bank accounts, cash, trade-ins, Equipment, notes, Chattel Paper, Goods, contractual rights, Accounts and any other personal property or obligation received when Collateral or Proceeds thereof are sold, exchanged, collected or otherwise disposed of;

(k) "Receiver" means any one or more persons (whether officers of the Bank or not), firms or corporations appointed pursuant to subsection 9(f) and shall be deemed to include a receiver, manager, receiver-manager or receiver and manager; and

(l) "Security Interest" means the security interest and the floating charge granted by the Debtor to the Bank pursuant to this Agreement.

2. GRANT OF SECURITY INTEREST

For value received (the receipt and sufficiency of which is hereby acknowledged)

(a) the Debtor hereby grants, assigns, conveys, mortgages, pledges and charges, as and by way of a specific mortgage, pledge and charge and grants a continuing Security Interest to and in favor of the Bank in the Collateral.

3. INDEBTEDNESS SECURED

The Security Interest secures payment and satisfaction of the Indebtedness; provided however, that if the Security Interest in the Collateral is not sufficient to satisfy the Indebtedness of the Debtor in full, the Debtor agrees that the Debtor shall continue to be liable for any Indebtedness remaining outstanding and the Bank shall be entitled to pursue full payment and satisfaction thereof.

4. ATTACHMENT OF SECURITY INTEREST

The Security Interest shall attach to the Collateral at the earliest possible moment in accordance with the Act, there being no intention on the part of the Debtor and the Bank that it attach at any later time.

5. REPRESENTATIONS AND WARRANTIES OF THE DEBTOR

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

(a) the Debtor, if a natural person, is of legal age and, if a corporation, is duly organized, existing and in good standing under the laws of its incorporating jurisdiction and of each other jurisdiction in which the nature of its activities make such necessary;

(b) the Debtor has the right, power and authority to enter into this Agreement and to grant the Security Interest;

(c) the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate action and are not in contravention of any instrument by which the Debtor has been incorporated or continued, any instrument amending any such instrument, any internal regulation of the Debtor, any law, or any indenture, agreement or undertaking to which the Debtor is a party or by which it is bound;

(d) the Debtor has not previously carried on business, does not currently carry on business, and shall not, without the prior written consent of the Bank, in the future carry on business under any name other than the name set forth in paragraph 1(f);

(e) the Collateral is genuine and is legally and beneficially owned by the Debtor free of all security interests except for the Security Interest and the Permitted Encumbrances;

(f) the description of the Specifically Described Collateral, whether contained herein or provided elsewhere the Debtor to the Bank, is complete and accurate and all serial numbers affixed or ascribed to any of the Collateral have been provided to the Bank;

(g) each Chattel Paper, Intangible and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same ("Account Debtor"), the amount represented by the Debtor to the Bank from time to time as owing by each Account Debtor shall be the correct amount owing unconditionally by such Account Debtor, and no Account Debtor shall have any defence, set-off, claim or counterclaim against the Debtor which can be asserted against the Bank, whether in any proceedings to enforce the Collateral or otherwise;

(h) the locations specified in the attached Schedule "C" as to business operations and records are accurate and complete and, except for Goods in transit to such locations and Inventory on lease or consignment, all Collateral shall be situate at one of such locations;

(i) all financial statements, certificates and other information concerning the Debtor's financial condition or otherwise from time to time furnished by the Debtor to the Bank are and shall be in all respects complete, correct and fair representations of the affairs of the Debtor stated in accordance with generally accepted accounting principles applied on a consistent basis;

(j) there has not been and shall not be a material adverse change in the Debtor's position, financial or otherwise, from that indicated by the financial statements which have been delivered to the Bank;

(k) there are no actions, suits or proceedings pending or, to the knowledge of the Debtor, threatened against the Debtor except as have been disclosed in writing to and approved by the Bank; and

(l) none of the Collateral is or shall be Consumer Goods.

6. COVENANTS OF THE DEBTOR

The Debtor covenants:

(a) to defend the Collateral against the claims and demands of all other parties claiming the same or an interest therein and to keep the Collateral free from all security interests except for the Security Interest and the Permitted Encumbrances:

(b) except as expressly permitted herein, not to sell, exchange, transfer, assign, destroy, lease or otherwise dispose of the Collateral or any interest therein without the prior written consent of the Bank;

(c) except as expressly permitted herein, not to move the Collateral from its current location, as indicated on Schedule "C", without the prior written consent of the Bank:

(d) to assemble and deliver the Collateral to the Bank at such location as the Bank may direct;

(e) to notify the Bank promptly in writing of:

(i) any change in the information contained in this Agreement including any information relating to the Debtor (including its name), the Debtor's business, the Collateral, or the locations of the Collateral or the records of the Debtor, so that the Bank shall be constantly advised of all places where the Debtor conducts its business, maintains the Collateral and maintains its records,

(ii) the details of any significant acquisition of Collateral (including serial numbers where required under the Act in connection with registration or as otherwise requested by the Bank), and for the purposes of this Agreement "significant" shall mean any item or items the value of which exceeds in the aggregate$ 5,000,

(iii) the removal of any of the Collateral to any jurisdiction in which any registration of, or in respect of, this Agreement may not be effective to protect the Security Interest, and in the case of such removal to provide the Bank with a written certificate stating the time of removal, what is being removed and the intended new locality of such Collateral, and to assist the Bank in effecting such further registrations as may be required by the Bank to protect its Security Interest; provided however that this provision shall not be construed as a waiver of any prohibition against removal or relocation of Collateral contained elsewhere in this Agreement, nor shall it be construed as permission to do so,

(iv) the details of any claims or litigation affecting the Debtor or the Collateral,

(v) any loss or damage to the Collateral,

(vi) any Default by an Account Debtor in payment or other performance of its obligations with respect to any Collateral, and

(vii) the return to or repossession by the Debtor of any Collateral;

(f) to keep all of its property, including the Collateral, in good order, condition and repair and not to use the Collateral in violation of the provisions of this Agreement or any other agreement relating to the Collateral or any policy insuring the Collateral or any applicable statute, law, by-law, rule, regulation or ordinance having jurisdiction over the same;

(g) to execute, acknowledge and deliver such further agreements and documents supplemental hereto (including financial statements, further schedules to this Agreement, assignments and transfers) and to do all acts, matters and things as may be requested by the Bank in order to give effect to this Agreement and to perfect the Security Interest, including but not limited to any of the same which may be required to correct or amplify the description of any Collateral or for any other purpose not inconsistent with the terms of this Agreement;

(h) to pay all costs and expenses on a full indemnity basis (including legal fees as between a solicitor and his own client) incidental to:

(i) the preparation, execution and filing of this Agreement,

(ii) maintaining, protecting and defending the Collateral, the Security Interest, and all of the Bank's rights and interest arising pursuant to this Agreement, and

(iii) the exercise of any right or remedies of the Bank pursuant to this Agreement, including but not limited to the costs of the appointment of a Receiver and all expenditures incurred by such Receiver, the cost of any sale proceedings (whether the same prove abortive or not), and all costs of inspection, and all other costs and expenses incurred by the Bank in connection with or arising out of, directly or indirectly, this Agreement, all without limitation. All such costs and expenses shall be payable by the Debtor immediately upon demand from the Bank and until paid shall bear interest from the date incurred by the Bank at the highest rate of interest then chargeable by the Bank to the Debtor on any of the Indebtedness. The amount of all such costs and expenses shall be added to the Indebtedness and shall be secured by this Agreement;

(i) to punctually pay and discharge all taxes, rates, levies, assessments and other charges of every nature which might result in any lien, encumbrance, right of distress, forfeiture or termination or sale, or any other remedy being enforced against the Collateral and to provide to the Bank satisfactory evidence of such payment and discharge;

(j) to maintain its corporate existence, and to diligently preserve all its rights, licenses, powers, privileges, franchises and goodwill;

(k) to observe and perform all of its obligations and comply with all conditions under leases, licenses and other agreements to which it is a party or pursuant to which any of the Collateral is held;

(l) to carry on and conduct its business in an efficient and proper manner so as to preserve and protect the Collateral and income therefrom;

(m) to keep, in accordance with generally accepted accounting principles consistently applied, proper books of account and records of all transaction in relation to its business and the Collateral;

(n) to observe and conform to all valid requirements of law and of any governmental or municipal authority relating to the Collateral or the carrying on by the Debtor of its business;

(o) at all reasonable times, to allow the Bank access to its premises in order to view the state and condition of its property and to inspect its books and records and make extracts therefrom;

(p) to insure the Collateral for such periods, in such amounts, on such terms, with such insurers and against such loss or damage by fire and other such risks as the Bank reasonably directs, with loss payable to the Bank and the Debtor as insureds, as their respective interests may appear, to pay all premiums therefor, to deliver evidence of the same on request, and to do all acts necessary to obtain payment to the Bank of any insurance proceeds;

(q) to prevent the Collateral from being or becoming an Accession or a fixture to other property not covered by this Agreement or other security granted by the Debtor in favor of the Bank;

(r) to deliver to the Bank from time to time promptly upon request:

(i) any Documents of Title, Instruments, Securities, Security Entitlements, Securities Account and Chattel Paper constituting the Collateral,

(ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to the Collateral, and

(iii) all financial statements prepared by or for the Debtor regarding its business, or, where the Debtor is an individual, all tax returns and such personal financial statements as the Bank may request,

(iv) all policies and certificates of insurance relating to the Collateral, and

(v) such further information concerning the Collateral, the Debtor and the Debtor's business and affairs as the Bank may request;

(s) not to change the present use of the Collateral; and

(t) to comply with all other requirements of the Bank, whether in the nature of positive or negative covenants, as may be communicated by the Bank to the Debtor from time to time, including but not limited to those additional covenants, terms and conditions, if any, contained on the attached Schedule "D".

7. EVENTS OF DEFAULT

The following constitute Default:

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

(b) failure of the Debtor to perform or observe any obligation, covenant, term, provision or condition contained in this Agreement or any other agreement, security instrument or other document made by the Debtor with or in favor of the Bank or any other person, firm or corporation;

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

(d) the Debtor becomes insolvent or makes a voluntary assignment or proposal in bankruptcy or otherwise acknowledges its insolvency, a bankruptcy petition is filed or presented against the Debtor, the making of an authorized assignment for the benefit of the creditors of the Debtor, the appointment of a receiver, receiver-manager, receiver and manager or trustee for the Debtor or any assets of the Debtor, or the institution by or against the Debtor of any other type of insolvency proceeding under the Bankruptcy Act, Companies Creditors Arrangement Act or similar legislation in any jurisdiction;

(e) any act, matter or thing being done toward, or the commencement of any action or proceeding for, terminating the corporate existence of the Debtor, or if the Debtor is a partnership, the existence of the partnership, whether by way of winding-up, surrender of charter or otherwise;

(f) any encumbrance or security interest affecting the Collateral becomes enforceable;

(g) the Debtor ceases or threatens to cease to carry on its business or makes or proposes to make a bulk sale of its assets or any sale of the Collateral other than as expressly permitted herein;

(h) any execution or other process of any Court becomes enforceable against the Debtor or a distress or analogous process is levied upon the assets of the Debtor or any part thereof (whether or not forming part of the Collateral);

(i) the Debtor permits any amount which has been admitted as due by it or is not disputed to be due by it and which forms, or is capable of being made, a charge upon the Collateral in priority to, or pari passu with, the charge created by this Agreement to remain unpaid for 30 days after proceedings have been taken to enforce the same;

(j) the Debtor allows any amount outstanding from it to the Crown pursuant to any federal or provincial statute to remain unpaid for 30 days or more;

(k) a corporate dispute occurs within the Debtor, if a corporation, (whether between or among its shareholders, directors, officers, employees or otherwise) which may hamper the business operations of the Debtor or otherwise adversely affect, in the sole opinion of the Bank, the Debtor's business, assets or the Collateral;

(l) any representation or warranty furnished by or on behalf of the Debtor pursuant to or in connection with this Agreement (regardless of the form thereof or whether contained herein or elsewhere), whether as an inducement to the Bank to extend any credit to or to enter into this or any other agreement with the Debtor or otherwise proves to have been false or misleading as of the day made in any material respect or to have omitted any substantial contingent or unliquidated liability or claim against the Debtor;

(m) there is any material adverse change in any of the facts disclosed to the Bank, in the Debtor's position (financial or otherwise), or in the nature and value of the Collateral; or

(n) the Bank considers or deems, in its sole opinion, that the Security Interest and the Collateral are not sufficient security in relation to the extent of the Indebtedness.

8. ACCELERATION

(a) In the event of Default the Bank, 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. The provisions of this clause shall not in any way affect any rights of the Bank with respect to any Indebtedness which may now or hereafter be payable on demand.

(b) In the event of early payout, in whole or in part, the Debtor shall pay the Bank a prepayment charge equal to the greater of three months interest on the amount of the prepayment calculated at the rate of interest payable on the loan or the Bank's unwinding costs consisting of the interest rate differential calculated by the Bank based on the difference between the interest rate on the loan being prepaid and the bid side yield on Government of Canada securities for a comparable term. Notwithstanding the foregoing, the terms of any early payout provisions and prepayment charges agreed upon in a commitment letter signed by the Debtor and the Bank shall take precedence over the early payout and prepayment charges provided for in this subsection.

9. REMEDIES

Upon Default the Bank shall have the following rights and powers, which the Bank may exercise immediately:

(a) to enter upon the premises of the Debtor or any other premises where the Collateral may be situated and to take possession of all or any part of the Collateral, by any method permitted by law, to the exclusion of all others, including the Debtor, its directors, officers, agents and employees, and the Debtor hereby waives and releases the Bank and any Receiver from all claims in connection therewith or arising therefrom;

(b) to remove all or any part of the Collateral to such place as the Bank deems advisable;

(c) to preserve and maintain the Collateral and to do all such acts incidental thereto as the Bank considers advisable, including but not limited to making replacements and additions to the Collateral;

(d) to collect, demand, sue on, enforce, recover and receive Collateral and give receipts and discharges therefor, and may do any such act and take any proceedings related thereto in the name of the Debtor or otherwise as the Bank considers appropriate;

(e) to sell, lease. or otherwise dispose of the Collateral in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as the Bank deems reasonable (including without limitation, by deferred payment) all in the Bank's absolute discretion and without the concurrence of the Debtor; provided however, that the Bank shall not be required to do so and it shall be lawful for the Bank to use and posses the collateral for any and all purposes and in any manner the Bank sees fit, all without hindrance or interruption by the Debtor or any other person or persons,provided however that none of the foregoing shall prejudice the Bank's right to pursue the Debtor for recovery in full of the amount of the Indebtedness, including the amount of any deficiency owing after the application of the proceeds of realization;

(f) to appoint by instrument in writing, with or without bond, or by application to any Court of competent jurisdiction, a Receiver of the Collateral and to remove any Receiver so appointed and appoint another or others in his stead. Any such Receiver shall, so far as concerns responsibility for his acts, be deemed the agent of the Debtor and not of the Bank and the Bank shall not be in any way responsible for any misconduct, negligence or non-feasance on the part of any such Receiver, his agents, servants or employees. Subject to the provisions of the instrument appointing him, any such Receiver shall have the power to take possession of the Collateral, to preserve the Collateral or its value, to carry on or concur in carrying on all or any part of the business of the Debtor and to sell, lease or otherwise dispose of or concur in selling, leasing or otherwise disposing of the Collateral (including disposition by way of deferred payment). To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others including the Debtor, enter upon, use and occupy all premises owned or occupied by the Debtor where Collateral may be situate, to employ and discharge such employees, agents or professional advisors as the Receiver deems advisable, to enter into such compromises, arrangements or settlements as the Receiver deems advisable, to borrow or otherwise raise money on the security of the Collateral and to issue Receiver's certificates and do all such other acts as the Receiver deems advisable in connection with any or the powers referred to herein. Except as may be otherwise directed by the Bank, all monies received from time to time by the Receiver in carrying out his appointment shall be received in trust for and paid over to the Bank. In addition, every Receiver may, in the discretion of the Bank, be vested with all or any of the rights and powers of the Bank under the Act or any other applicable legislation or under this Agreement or any other agreement;

(g) to rescind or vary any contract for sale, lease or other disposition that the Debtor or the Bank may have entered into and to resell, release or redispose of the Collateral;

(h) to deliver to any purchasers of the Collateral good and sufficient conveyances or deeds for the same free and clear of any claim by the Debtor. For such purposes, the purchaser or lessee receiving any disposition of the Collateral need not inquire whether Default under this Agreement has actually occurred but may as to this and all other matters rely upon a statutory declaration of an officer of the Bank, which declaration shall be conclusive evidence as between the Debtor and such purchaser or lessee, and any such disposition shall not be affected by any irregularity of any nature or kind relating to the enforcement of this Agreement or the exercise of the rights and remedies of the Bank;

(i) to exercise any of the powers and rights given to a Receiver pursuant to this Agreement;

(j) to provide written notice to the Debtor that all the powers, functions, rights and privileges of the directors and officers of the Debtor with respect to the Collateral, business and undertaking of the Debtor have or shall cease as of the date notified therein, except to the extent specifically continued at any time by the Bank in writing; and

(k) to take the benefit of or to exercise any other right, proceeding or remedy authorized or permitted at law or in equity, whether as a secured party pursuant to the Act as the same is in force from time to time or otherwise.

All rights and remedies of the Bank are cumulative and may be exercised at any time and from time to time independently or in combination. No delay or omission by the Bank in exercising any right or remedy shall operate as a waiver thereof or of any other right or remedy, and no singular partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Provided always that the Bank shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, maintain, lease or otherwise dispose of the Collateral, or to institute any proceedings for such purposes. The Bank shall have no obligation to take any steps to preserve rights against other parties, shall have no obligation to exercise any of the rights and remedies available to it on Default and shall not be liable or accountable for not exercising any such rights and remedies.

The Bank may waive any Default by no such waiver shall be effective unless made in writing and signed by an authorized officer of the Bank. Any such waiver shall not extend to, or be taken in any manner whatsoever to affect, any subsequent Default or the rights resulting therefrom.

10. BANK MAY REMEDY DEFAULT

The Bank shall have the right, but shall not be obliged to, remedy any Default of the Debtor and all sums thereby expended by the Bank shall be payable immediately by the Debtor, together with interest thereon at the highest rate of interest then chargeable by the Bank to the Debtor on any portion of the Indebtedness. All such sums shall be added to the Indebtedness and shall be secured by this Agreement. In no case shall the exercise of the Bank's rights pursuant to this Section 10 be deemed to relieve the Debtor from such Default or be deemed a waiver of such Default or of any other prior or subsequent Default.

11. USE OF COLLATERAL

Subject to compliance with the Debtor's covenants contained herein and to the following provisions of this Section 11, until Default the Debtor may:

(a) in the case of Equipment, dispose of the same for the purpose of immediately replacing it by other Equipment of a similar nature or of a more useful or convenient character and of at least equal value;

(b) in the case of Inventory and Money, dispose of the same in the ordinary course of the business of the Debtor and for the sole purpose of carrying on the same; and

(c) otherwise possess, collect, use, enjoy and deal with the Collateral in the ordinary course of the Debtor's business in any manner not expressly or impliedly prohibited herein or otherwise inconsistent with the provisions of this Agreement.

Notwithstanding the foregoing:

(a) before or after Default the Bank may notify all or any Account Debtors and may direct such Account Debtors to make all payments owed in respect of the Collateral directly to the Bank; and

(b) the Debtor agrees that any payments on or other Proceeds of Collateral received by the Debtor, whether before or after Default, shall be received and held by the Debtor in trust for the Bank and shall be turned over to the Bank upon request.

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

12. APPROPRIATION OF PAYMENTS

All payments made at any time in respect of the Indebtedness and all Proceeds realized from any Securities held therefor may be applied (and reapplied from time to time notwithstanding any previous application) in such manner as the Bank sees fit or, at the option of the Bank, may be held unappropriated in a collateral account or released to the Debtor all without prejudice to the rights of the Bank hereunder, including the Bank's right to collect from the Debtor the amount of any deficiency remaining after application of all such payments and Proceeds.

13. POWER OF ATTORNEY AND AUTHORIZATION TO FILE

The Debtor hereby authorizes the Bank to file such Financing Statements and other documents and do such acts, matters and things (including completing and adding schedules to this Agreement identifying Collateral or location) as the Bank from time to time deems appropriate to perfect, continue and realize upon the Security Interest and to protect and preserve the Collateral. In addition, for valuable consideration, the Debtor hereby irrevocably appoints the Bank and its officers from time to time, or any one or more of them, to be the true and lawful attorney of the Debtor, with full power of substitution, in the name of and on behalf of the Debtor to execute and to do all deeds, transfers conveyances, assignments, assurances, and other things which the Debtor ought to execute and do under the covenants and provisions contained in this Agreement and generally to use the name of the Debtor in the exercise of all or any of the rights, remedies and powers of the Bank.

14. MISCELLANEOUS

(a) The Bank may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, comprise, settle, grant releases and discharges and otherwise deal with the Debtor, debtors of the Debtor, sureties and others and with the Collateral and other securities as the Bank sees fit, all without prejudice to the liability of the Debtor to the Bank or to the Bank's rights in respect thereof. In addition, the Bank may demand, collect, and sue on the Collateral in either the Debtor's or the Bank's name, all at the Bank's option, and may endorse the Debtor's name on any and all cheques, commercial paper and other Instruments pertaining to or constituting the Collateral.

(b) Neither the execution or registration of this Agreement, nor the advance or readvance of part of the monies hereby intended to be secured, shall bind the Bank to advance or readvance the said monies or any unadvanced part thereof. The advance or readvance of the said monies or any part thereof from time to time shall be in the sole discretion of the Bank.

(c) The Debtor hereby waives protest of any Instrument constituting Collateral at any time held by the Bank on which the Debtor is in any way liable and, except as expressly prohibited by law, waives notice of any other action taken by the Bank.

(d) Without limiting any other right of the Bank, whenever the Indebtedness is due and payable or the Bank has the right to declare it to be due and payable (whether or not it has been so declared), the Bank may, in its sole discretion, set off against the Indebtedness any and all monies then owed to the Debtor by the Bank in any capacity, whether or not due, and the Bank 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 the Bank's records subsequent thereto.

(e) In any action brought by an assignee of this Agreement and the Security Interest or any part thereof to enforce any rights hereunder, the Debtor shall not assert against such assignee any claim or defence which the Debtor now has or may hereafter have against the Bank.

15. NOTICE

In addition to the notice provisions contained in the Act, whenever the Debtor or the Bank 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 only if delivered or sent by prepaid registered mail addressed to the party for whom it is intended at the Branch Address, in the case of the Bank, and at the Debtor Address, in the case of the Debtor, as set out herein or as changed pursuant hereto. Either party may notify the other of any change in such party's address to be used for the purposes hereof. All such communications shall, in the case of delivery or facsimile, be deemed received on the date of delivery and, if mailed as aforesaid, shall be deemed received on the third business day following the date of posting. In the case of a disruption in postal service all such communications shall be delivered.

16. INTERPRETATION

(a) This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta.

(b) This Agreement and the security afforded by it is in addition to and not in substitution for any other security now or hereafter held by the Bank and is intended to be a continuing security agreement and shall remain in full force and effect until released in writing by the Bank. The Bank shall have no obligation to provide such release unless and until the full amount of the Indebtedness has been paid in full.

(c) If any provision of this Agreement is held invalid, in whole or in part, by any Court of competent jurisdiction, the remaining terms and provisions of this Agreement shall remain in full force and effect and this Agreement shall be enforced to the fullest extent permitted by law.

(d) The Debtor hereby waives the benefit of all statutory, common law and equitable rights, benefits and provisions which in any way limit or restrict the Bank's rights and remedies, to the extent that such waiver is not expressly prohibited by law. The Debtor acknowledges and agrees that the Bank shall have the right to recover the full amount of the indebtedness by all lawful means, including the right to seek recovery of any deficiency remaining after the sale of the Collateral, including any sale thereof to the Bank.

(e) The headings of the sections of this Agreement are inserted for convenience of reference only and shall not affect or limit the construction or interpretation of this Agreement.

(f) All schedules, whether attached hereto on the date hereof or subsequently attached pursuant to the provisions of this Agreement, form part of this Agreement. With the exception of any schedules which may be added hereafter by the Bank without the concurrence of the Debtor pursuant to the provisions of this Agreement, no modification, variation or amendment of this Agreement shall be made except by a written agreement executed by the Debtor and the Bank.

(g) When the context so requires, words importing the singular number shall be read to include the plural and vice versa, and words importing gender shall be read with all grammatical changes necessary to reflect the identity of the parties.

(h) This Agreement shall enure to the benefit of the Bank, its successors and assigns and shall be binding upon the Debtor, its personal representatives, administrators, successors and permitted assigns. If more that one Debtor executes this Agreement, the obligations of the Debtor shall be joint and several.

(i) Time shall be in all respects of the essence of this Agreement.

17. RECEIPT OF DOCUMENTS

(a) The Debtor hereby acknowledges receiving a copy of this Agreement.

(b) The Debtor hereby waives its right to receive a copy of any Financing Statement, Financing Change Statement or verification statement which may be filed by or issued to the Bank pursuant to the Act.

IN WITNESS WHEREOF the Debtor has executed this Agreement as of the date first stated above, by his/her hand or by authorized signing officers if the debtor is not an individual.

640 Holdings Ltd.

Name: Luc Beriault

Title: President

Signature:

Corporate Seal
If Applicable

Name: Jean Beriault

Title: SECRETARY/TREASURER

Signature: J Beriault

INDIVIDUAL DEBTOR(S)

Name: ______________________

Signature: ______________________

Witness

Name: ______________________

Signature: ______________________

DEBTOR ADDRESS:
(Chief Executive Office, if Corporation, or residence if Individual)

640 - 3rd Street SE, Medicine Hat, AB T1A 0H5

SCHEDULE "A"

1. **SPECIFICALLY DESCRIBED COLLATERAL**
(a) Serial Number Goods

Make	Model	Year of Manufacture	Serial Number

(b) Other

2. **PURCHASE MONEY SECURITY INTERESTS**

3. **PERMITTED ENCUMBRANCES**

SCHEDULE "B"

PERSONAL PROPERTY NOT INCLUDED IN COLLATERAL

SCHEDULE "C"

1. LOCATIONS OF DEBTOR'S BUSINESS OPERATIONS

(a) Chief Executive Office

(b) Other Locations:

2. LOCATIONS OF RECORDS RELATING TO COLLATERAL

640 - 3rd Street SE, Medicine Hat, AB T1A 0H5

3. LOCATIONS OF COLLATERAL

640 - 3rd Street SE, Medicine Hat, AB T1A 0H5

SCHEDULE "D"

ADDITIONAL COVENANTS, TERMS AND CONDITIONS

Government of Alberta

Personal Property Registry

Verification Statement

Security Agreement

Control #: F04034420 **Registration Date:** 2015-Nov-12 **Registration #:** 15111212404

The Registration Term is 5 Years

This Registration Expires at 11:59 PM on 2020-Nov-12

Debtor(s)

Block

1 640 HOLDINGS LTD.
640 3rd Street SE
Medicine Hat, AB T1A 0H5

Secured Party / Parties

Block

1 CANADIAN WESTERN BANK
#101, 2810 13th Avenue SE
Medicine Hat, AB T1A 3P9

Collateral: General

Block	Description
1	All of the Debtor's present and after acquired personal property of whatever kind and wherever situated.

End of Verification Statement

THIS IS EXHIBIT "K" REFERRED TO IN THE AFFIDAVIT OF CHRISTOPHER CAMERON.

SWORN BEFORE ME THIS 16th DAY OF MARCH, 2026.

A Commissioner for Oaths in and for the Province of Alberta

Jackie Hosking
A Commissioner for Oaths
in and for Alberta

DEMAND COLLATERAL MORTGAGE

THE LAND TITLES ACT

WHEREAS:

A. **640 HOLDINGS LTD. OF 640 – 3RD STREET SE, MEDICINE HAT, ALBERTA, T1A 0H5** (hereinafter called "the Mortgagor") is or is about to become indebted to **Canadian Western Bank** (hereinafter called "the Mortgagee" and which may also be referred to, herein, as the "Bank"), **of #101, 2810 – 13th Avenue SE, Medicine Hat, Alberta T1A 3P9.**

B. Pursuant to the terms of a Commitment Letter dated October 23, 2015, and accepted by the Mortgagor (as amended or replaced from time to time called the "Commitment Letter"), the Mortgagor has agreed to mortgage the Lands to the Mortgagee as partial, additional, collateral and continuing security for the fulfillment of all liabilities and obligations of the Mortgagor to the Mortgagee, present or future, direct or indirect, absolute or contingent, matured or not (all such liabilities and obligations may be collectively called the "Principal Sum"), arising from this or any other agreement or dealings between the Mortgagor and the Mortgagee or from any agreement or dealing with a third person by which the Mortgagee may be or becomes, in any manner whatsoever a creditor of the Mortgagor, or however otherwise arising and whether the Mortgagor is bound alone or with another or others and whether as principal or surety, together with such other charges are herein set forth.

AGREEMENT

The Mortgagor being, or being entitled to become registered as owner of an estate in fee simple or of a leasehold estate, as applicable, subject to such encumbrances, liens and interests as are notified on the existing certificates of title, of those Lands located in the Province of Alberta described as:

SEE SCHEDULE "A"

(which, with the buildings and improvements located thereon are collectively called "the Land" or "the Lands") in consideration of:

(a) the Mortgagee agreeing to advance monies hereunder to the Mortgagor; and

(b) in consideration of the sum of $2.00 paid by the Mortgagee to the Mortgagor, from time to time;

the Mortgagor charges the Land with the payment of the principal sum ("Principal Sum") of **TWO MILLION EIGHT HUNDRED EIGHTY THOUSAND ($2,880,000.00) DOLLARS** and covenants as follows:

1. **Land Charged With Indebtedness**

For value received, the Mortgagor acknowledges themselves indebted and promises to pay to the Mortgagee the sum of **TWO MILLION EIGHT HUNDRED EIGHTY THOUSAND ($2,880,000.00) DOLLARS** in lawful money of Canada as follows:

(a) interest only on amounts from time to time advanced, computed from the respective dates of such advances, at the greater of **Twelve Per Cent (12%) per annum** and the rate of **Five Per Cent (5%) per annum** above the Mortgagee's Prime Interest Rate in effect from time to time, calculated and payable monthly, from the date of advance, both before and after maturity and default;

(b) the above sum, with interest thereon, or on so much thereof as shall from time to time remain unpaid, as well after as before maturity, both before and after default and both before and after any judgment for the repayment thereof until paid, shall be paid ON DEMAND; and

(c) the debts and liabilities referred to in sub-paragraphs (a) and (b), above, include all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by the Mortgagor to the Mortgagee or remaining unpaid by the Mortgagor to the Mortgagee, which may be evidenced by a Promissory Note or any replacement or substitution therefore or renewal thereof; or may be evidenced by the actual recording of the amount of any advance or repayment thereof in an account of the Mortgagor pursuant to the Bank Agreements as set out hereafter in this Demand Collateral Mortgage; or advances under a Credit Agreement or Account Agreement or otherwise whether arising from dealings between the Mortgagor and the Mortgagee, or from any other dealings or proceedings by which the Mortgagee may be or become in any manner whatever a creditor of the Mortgagor. The renewal, replacement or extension of the Promissory Note, the actual recording of the amount of any advance or repayment thereof in an account of the Mortgagor pursuant to the Bank Agreements as set out in this Demand Collateral Mortgagor; or advances under a Credit Agreement, Facility Letter, or otherwise, may provide for a higher or lower rate of interest than that specified in this Demand Collateral Mortgage, and such renewal, replacement or extension shall take priority over any mortgage registered against the Land subsequent to this Demand Collateral Mortgage.

(d) if any debts and liabilities described in this Paragraph 1.1, above, exceed the principal amount or rate of interest stated in subparagraph (a), above, the Mortgagee may decide what part of them is secured by this Demand Collateral Mortgage.

2. **Interest Act Declaration**

The principal amount or any principal amount to be advanced or secured by this Demand Collateral Mortgage is the sum of **TWO MILLION EIGHT HUNDRED EIGHTY THOUSAND ($2,880,000.00) DOLLARS** and the rate of interest chargeable thereon is at the greater of **Twelve Per Cent (12%) per annum** and the rate of **Five Per Cent (5%) per annum** above the Mortgagee's Prime Interest Rate in effect from time to time, calculated and payable monthly, from the date of advance, both before and after maturity and default;

3. **Indebtedness Further Defined and Clarified**

The Mortgagor agrees that this Mortgage is a continuing collateral security and that the Indebtedness hereby secured shall include all current or running accounts and all moneys and liabilities, whether direct or indirect, absolute or contingent, now or hereafter owing, wherever or however incurred from or by the Mortgagor, as principal, surety or guarantor, whether alone or jointly with any other person and in whatever name, style or firm, whether otherwise secured or not and whether arising from dealings between the Bank and the Mortgagor from other dealings or proceedings by which the Bank may become a creditor of the Mortgagor including, without limitation, advances upon overdrawn accounts or upon bills of exchange, promissory notes, guarantees, loan agreements or other obligations discounted for the Mortgagor or otherwise, all bills of exchange, promissory notes and other obligations negotiable or otherwise representing money and liabilities, or any portion thereof, now or hereafter owing or incurred from or by the Mortgagor and all interest, damages, costs, charges and expenses which may become due or payable to the Bank or may be paid or incurred by the Bank, upon or in respect of the said money and liabilities or any portion thereof.

4. **Revolving Credit**

It is the intention of the Mortgagor and Mortgagee that the Mortgagee may wish to make advances and re-advances to the Mortgagor up to an aggregate outstanding balance at any time of the Principal Sum lent as set out aforesaid.

Accordingly, this Mortgage shall be deemed to be a revolving line of credit mortgage within the meaning of, and shall take priority in accordance with the provisions dealing with the same in the *Land Titles Act* of Alberta. This Mortgage is and shall be a continuing security to the Mortgagee for the repayment of all present and future amounts owing in respect of the Principal Sum lent. Any portion of the Principal Sum may be advanced or re-advanced by the Mortgagee in one or more sums at any future date or dates and the amount of such advances and re-advances when so made shall be secured by this Mortgage and be repayable with interest as aforesaid and this Mortgage shall be deemed to be taken as security for the ultimate balance of the moneys hereby secured, but none of the execution and the registration of this Mortgage and the advance in part of any moneys by the Mortgagee shall bind the Mortgagee to advance any portion thereof not yet advanced. This Mortgage shall not be void if the Principal Sum secured hereby has been repaid in full, if such ability to borrow continues to be available to the Mortgagor. This Mortgage shall be void only when the Principal Sum secured hereby has been repaid in full and the Mortgagee gives written notice to the Mortgagor that the Mortgagor will not be allowed to borrow further moneys and there has been performance of all covenants, provisos and conditions herein contained. That the Mortgagor shall pay to the Mortgagee interest as aforesaid in the manner aforesaid on the said sum or on so much thereof as shall have been advanced by the Mortgagee or which shall from time to time remain unpaid at the Mortgage Rate, and all interest on becoming overdue shall be forthwith treated (as to payment of interest thereon) as principal and shall bear compound interest at the Mortgage Rate as well after as before maturity of this Mortgage, both before and after default, and both before and after judgment under this Mortgage until paid, and shall be payable at the times, in the manner, and at the place hereinbefore provided for payment of interest, and all such interest and compound interest shall be a charge on the Land. In the event of nonpayment of any of the moneys hereby secured at the times herein set for payment thereof the Mortgagor will, so long as any part thereof remains unpaid, including after judgment, pay interest at the Mortgage Rate from day to day on the same.

5. **Condominiums**

In the event that the Mortgaged Property is a condominium as defined by *The Condominium Property Act*, the following clauses shall apply:

(a) "Condominium Corporation" as used herein means the Condominium Corporation of which the Mortgagor is a member by virtue of the ownership by the Debtor of the condominium unit being charged by this Mortgage;

(b) The Debtor hereby assigns, transfers, and sets over unto the Secured Party the Debtor's rights which now exist of may hereafter come into existence to vote at meetings of the Condominium Corporation:

(i) in all cases, in which the unanimous resolution is required by *The Condominium Property Act* of Alberta as amended, the By-Laws of the Corporation, or any agreement with the Condominium Corporation;

(ii) in all other cases, other than as referred to in Subclause (i) of this Clause (b), provided, that in the event that the Secured Party is either not present or present by proxy, or if present, does not wish to vote, then the Debtor may exercise the voting right without further authority;

(c) The Debtor does hereby covenant and agree to execute any documents which the Secured Party may request the Debtor to execute, including, but not limited to proxies if required, in order to give effect to the assignment of the aforesaid voting rights of the Secured Party;

(d) The Secured Party agrees to observe and perform all covenants and provisions required to be observed and performed pursuant to:

(i) the terms of this Mortgage,

(ii) *The Condominium Property Act* of Alberta, all amendments thereto, and any legislation passed in substitution thereof, and

(iii) the By-laws of the Condominium Corporation and any amendments thereto;

(e) The Debtor further covenants and agrees that where the Debtor defaults in the Debtor's obligations to contribute to the common expenses assessed or levied by the Condominium Corporation, or any authorized agent on its behalf or any assessment, installment, or payment due to the Condominium Corporation or upon breach of any covenant or provision hereinbefore in this paragraph contained, including those covenants or provisions referred to in Clause (d) hereof, regardless of any other action or proceeding taken or to be taken by the Condominium Corporation, the Secured Party, at its option and without notice to the Debtor, may deem such default to be default under the terms of this Mortgage and proceed to exercise its rights herein;

(f) Upon default herein and notwithstanding any right or action of the Condominium Corporation, or the Secured Party, the Secured Party may distrain for arrears of any assessments, installments, or payments due to the Secured Party or arising under any of the Clauses herein contained;

(g) In the event that the Debtor sells, transfers, assigns, or conveys any parking unit(s) encumbered by the Mortgage while retaining title to (or ownership of) the dwelling units so encumbered by the Mortgage, or in the event that the Debtor sells, transfers, assigns, or conveys the aforementioned parking unit(s) as well as the said dwelling unit but to different purchasers, transferees, or assignees, then in either case the total outstanding principal and interest indebtedness secured by the Mortgage shall become due and payable;

6. **Taxes**

That the Mortgagor will pay when and as the same fall due, all taxes (including municipal taxes, school taxes and local improvement rates), rates, liens, charges, encumbrances or claims which are or may be or become charges or claims against the Land. The Mortgagor shall, at the request of the Mortgagee, submit to the Mortgagee tax receipts evidencing payment of municipal taxes within thirty (30) days after they become due. The Mortgagee may deduct from the advance(s) of monies secured by this Mortgage, an amount sufficient to pay any taxes which are due and payable as at the date of advance.

7. **Improvements Form Part of the Lands**

All erections and improvements fixed or otherwise now on or hereafter put upon the Lands or upon the premises thereon situate, including but without limiting the generality of the foregoing, all fences, heating, plumbing, air-conditioning, ventilating, lighting and water heating equipment, cooking and refrigeration equipment, window blinds, floor coverings, storm windows and storm doors, window screens and screen doors, and all apparatus and equipment appurtenant thereto are and shall, in addition to other fixtures thereon, be and become fixtures and form part of the Land and of the security and are included in the expression "the Mortgaged premises"; and that the Mortgagor will not commit or permit any act of waste thereon; and that the Mortgagor will at all times during the continuance of this security, the same repair, maintain, restore, amend, keep, make good, finish, add to and put in order; and in the event of any loss or damage thereto or destruction thereof the Mortgagee may give notice to me to repair, rebuild, or reinstate the same and upon his failure so to do such failure shall constitute a breach of covenant hereunder and thereupon the whole of the moneys secured by this Mortgage shall at the option of the Mortgagee become immediately due and payable, without any demand by the Mortgagee upon the Mortgagor.

8. **Insurance**

That the Mortgagor shall forthwith insure and during the continuance of this security keep insured in favour of the Mortgagee, against loss or damage by fire and, as the Mortgagee may require, insure against loss or damage by tempest, tornado, cyclone, lightning, and such other risks and perils as the Mortgagee may deem expedient, each and every building on the said Land and which may hereafter be erected thereon, both during erection and thereafter, for the full insurable value thereof in lawful money of Canada. In the case of commercial properties this covenant shall in addition include boiler, rental and public liability insurance in an amount satisfactory to the Mortgagee. IF ANY PORTION of the said Land is now, or at any time rented or leased by the Mortgagor to any tenant or tenants, the Mortgagor shall, at the option of the Mortgagee, keep the Land insured in a form and wording satisfactory to the Mortgagee against loss of rental income in an amount as the Mortgagee may from time to time require. Prior to the making of any advance by the Mortgagee the Mortgagor shall forthwith assign, transfer and deliver over unto the Mortgagee a policy or policies and receipts thereof appertaining evidencing such insurance, and at least fifteen days prior to the expiry of a policy or at least five days prior to the date fixed for cancellation of a policy should notice of cancellation be given, the Mortgagor shall deliver to the Mortgagee evidence of renewal or replacement. Every policy of insurance shall be effected in such terms and with such insurers as may be approved by the Mortgagee; the loss under each policy shall be made payable to the Mortgagee with preference in its favour over any claim of any other person and each policy shall be retained by the Mortgagee during the currency of this loan. Should an insurer at any time cease to have the approval of the Mortgagee, the Mortgagor shall effect such new insurance as the Mortgagee may desire. In the event of failure on the part of the Mortgagor to execute any obligation undertaken under this section, the Mortgagee may effect such insurance as it deems proper and the Mortgagor covenants to repay the Mortgagee all premiums paid by it, and the amount of such premiums shall in the meantime be added to the principal sum and shall be a charge upon the said Land and shall bear interest at the rate aforesaid. In case of loss or damage the Mortgagor shall immediately notify the Mortgagee and the Mortgagee shall have the right to apply the funds wholly or in part in reduction of any principal then remaining unpaid notwithstanding that no amount at such time may be due and payable under the terms of repayment and/or of any other sums owing to it and/or in meeting costs of repair or reconstruction and/or may be paid in whole or in part to the Mortgagor, or to the assigns of the Mortgagor in which event the sum shall not be credited on the Mortgage account or partly in one and partly in other or others of said manner. No major damage may be repaired nor any reconstruction effected without the approval of the Mortgagee.

9. **Land Titles Act Covenants**

That the Mortgagor:

(a) has a good title to the said Land;

(b) has the right to mortgage the said Land and that on default the Mortgagee shall have quiet possession of the said Land free from all encumbrances;

(c) will execute such further assurance of the said Land as may be requisite;

(d) has done no act to encumber the said Land;

(e) release to the Mortgagee all his claims upon said Land subject to the said understandings and agreements.

10. **Events of Default**

The Mortgagor also covenants and agrees that the happening of any one or more of the following events shall constitute default under the terms of this Mortgage:

(a) should the Mortgagor make default in payment of any part of the monies secured by this Mortgage at any date or time in this Mortgage limited for payment thereof; or

(b) should the Mortgagor make default in the observance or performance of any of the covenants, agreements, provisos, or stipulations expressed or implied in this Mortgage or in any Mortgage prior hereto or in any other agreement which is secured by the Lands and stands in priority to this Mortgage; or

(c) should any prior Mortgagee refuse to advance the whole of the principal intended to be secured under the prior Mortgage; or

(d) should the Mortgagor fail to observe or perform any of the covenants, conditions, stipulations or provisos contained in any other security taken as additional security for the repayment of the said principal sum and interest hereby secured; or

(e) should the Mortgagor become insolvent, make a General Assignment for the benefit of its creditors or otherwise acknowledge insolvency, or a Bankruptcy Petition or Receiving Order is filed or made against the Mortgagor; or

(f) should legal proceedings be taken by third parties, to realize upon the Land herein described during the term of this Mortgage; or

(g) should an Order be made, an effective Resolution passed, or a Petition filed for the winding up of the Mortgagor, or a receiver of the Mortgagor or the Lands is appointed; or

(h) should any warranty, representation or statement made or furnished to the Mortgagee by or on behalf of the Mortgagor in respect of the Lands or the Mortgagor prove to have been false or misleading in any material respect when made or furnished.

11. **Mortgagee's Rights on Default**

The Mortgagor further covenants and agrees that in the event of default in the payment of any part of the moneys secured by this Mortgage, or on breach of any covenant, understanding, agreement or stipulation expressed or implied herein:

(a) The Mortgagee may at such time or times as the Mortgagee may deem necessary and without the concurrence of any person, enter upon the said Land and may make such arrangements for completing the construction of, repairing or puffing in order any buildings or other improvements forming part of the mortgaged premises, or for inspecting, taking care of, leasing, collecting the rents of and managing generally the mortgaged property as the Mortgagee may deem expedient; and all reasonable costs, charges and expenses, including allowances for the time and service of any employee of the Mortgagee or other person appointed for the above purposes, shall be forthwith payable to the Mortgagee and shall be a charge upon the Land and shall bear interest at the mortgage rate until paid.

(b) The Mortgagee may, at the Mortgagor's expense and when and to such extent as the Mortgagee deems advisable, observe and perform or cause to be observed and performed such covenant, agreement, understanding or stipulation, as shall be contained within this Mortgage.

(c) The Mortgagee or agent of the Mortgagee may collect the rents and profits thereof, and make any demise or lease of the said premises, or any part thereof, for such terms and periods and at such rents as the Mortgagee shall think proper; and the power of sale hereunder may be exercised either before or after and subject to any such demise or lease.

(d) The Mortgagee may appoint a Manager of the said Land and/or a Receiver of the rents, profits, and incomes of the said Lands, and may apply to any court of competent jurisdiction in any action, cause or proceedings brought or commenced under this Mortgage by reason of the default by the Mortgagor, for the appointment of said Manager and/or Receiver.

(e) It shall and may be lawful for and the Mortgagor doth hereby grant full power, right and licence to the Mortgagee to enter, seize and distrain upon the said Land, or any part thereof, and by distress warrant to recover by way of rent reserved as in the case of demise of the said Land, as much of the moneys secured by this Mortgage as shall from time to time be or remain in arrears and unpaid, together with all costs, charges and expenses attending such levy or distress, as in like cases of distress for rent.

(f) The Mortgagee may sell and dispose of the said Land with or without entering into possession of the same and with or without notice to the Mortgagor or any party interested in the said Land; and all remedies competent may be resorted to; and all the rights, powers and privileges granted to or conferred upon the Mortgagee under and by virtue of any statute or by this Mortgage may be exercised; and any notice may be effectually given by leaving the same with an adult person on the mortgaged premises if occupied, or by placing the same thereon, or on any part thereof, if occupied, or at the option of the Mortgagee by publishing the same in some newspaper published in the Province of Alberta; and such notice shall be sufficient though not otherwise addressed than "To whom it may concern"; and no want of notice or publication or any other defect, impropriety or irregularity shall invalidate any sale made or purporting to be made of the said Land hereunder; and the Mortgagee may sell, transfer and convey any part of the said Land on such terms as to credit or part cash and part credit, secured by contract or agreement for sale or mortgage, or otherwise, as shall appear to the Mortgagee most advantageous and for such prices as can reasonably be obtained therefor; and in the event of a sale on credit or for part cash and part credit, whether by way of contract for sale or by conveyance or transfer and mortgage, the Mortgagee is not to be accountable for or charged with any moneys until the same shall be actually received in cash; and sales may be made from time to time of parts of the said Land to satisfy interest or principal or other moneys overdue or part thereof leaving the balance to run with interest payable as aforesaid; and the Mortgagee may make stipulations as to the title or evidences or commencement of title or otherwise as the Mortgagee shall deem proper, and may buy in or rescind or vary any contract for sale; and on any sale or resale, the Mortgagee shall not be answerable for loss occasioned thereby; and for any of such purposes the Mortgagee may make and execute all agreements and assurances that the Mortgagee shall deem advisable or necessary.

(g) The whole of the moneys secured by this Mortgage shall, at the option of the Mortgagee, become due and payable.

(h) The Mortgagee may forthwith take such proceedings to realize on its security created by this Mortgage by foreclosing the same or otherwise as it may by law be entitled to do.

(i) The Mortgagee shall be at liberty, in case of a default by the Mortgagor pursuant to clause 8(b) or (f), to pay any arrears or other sums payable under any claim affecting the Lands or under any claim under the prior Mortgage or pay off all or any portion of the principal and/or interest thereby secured and any amount so paid by the Mortgagee shall:

   (i) be added to the amount hereby secured;

   (ii) bear interest at the rate herein provided for;

   (iii) be a charge upon the said Lands; and

   (iv) unless repaid to the Mortgagee upon demand, shall be recoverable from the Mortgagor in the same manner as if such sum had been originally secured hereby.

(j) The Mortgagee may exercise each of the foregoing powers without notice to the Mortgagor.

12. Environmental Covenants

The Mortgagor represents and warrants to the Mortgagee that all statements made in any Environmental Questionnaire forming part of the application(s) for the loan or loans secured by this Mortgage application are true and complete.

The Mortgagor represents and warrants to the Mortgagee that neither the Mortgagor nor, to the best of the knowledge of the Mortgagor, any other person, has ever caused or permitted any hazardous materials to be placed, held, located or disposed of on, under, or at the Lands and that its business and assets are operated in compliance with applicable laws intended to protect the environment (including, without limitation, laws respecting disposal or emission of hazardous materials).

The Mortgagor further represents and warrants to the Mortgagee that, to the best of the knowledge of the Mortgagor, no enforcement actions with respect to environmental matters relating to the said Lands are threatened or pending and that to the best of its knowledge there are no violations of any federal, provincial or local environmental laws with respect to the Lands and the Mortgagor covenants and agrees that if any such violations should come to its attention during the currency of this Mortgage, it shall immediately notify the Mortgagee of same.

The Mortgagor covenants and agrees that it will at all times during the continuance of this Mortgage, operate the Lands in compliance with applicable laws intended to protect the environment (including, without limitation, laws respecting the disposal or emission of hazardous materials). The Mortgagor hereby indemnifies the Mortgagee, its officers, directors, employees, agents and shareholders and agrees to hold each of them harmless from and against any and all losses, liabilities, damages, costs, expenses and claims of any and every kind whatsoever relating to the hazardous materials placed, held, located or disposed of on the Lands, including without limitation:

(a) costs, on a solicitor and client basis, of defending and/or counterclaiming or claiming against third parties in respect of any action or matter; and

(b) any cost, liability or damage arising out of a settlement of any action entered into by the Mortgagee with or without the consent of the Mortgagor, which at any time from time to time may be paid, incurred or asserted against any of them for, with respect to, or as a direct or indirect result of the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from the Lands, or into or upon any Lands, the atmosphere, any watercourse, body of water or wet Land, of any hazardous materials; and

(c) a reduction in the value of the mortgaged Lands.

For the purposes of this clause 10:

(a) "Hazardous Materials" means:

(i) any oil, flammable substances, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances or any other wastes, contaminates, materials or pollutants which:

(A) pose a hazard to the whole or any portion of the Lands, or business of the Mortgagor in connection with the Lands or to those persons on or about the Lands; or

(B) cause the whole or any portion of the Lands or the business of the Mortgagor in connection with the Lands to be in violation of any laws relating to Hazardous Materials;

(ii) asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of poly-chlorinated biphenyls, or radon gas;

(iii) any chemical, material or substance defined as or included in the definition of "dangerous goods", "deleterious substance", "hazardous substances", "hazardous wastes", "hazardous materials", "extremely hazardous wastes", "restricted hazardous waste", or "toxic substances", "waste" or words of similar import under any applicable local, provincial or federal law or under the regulations adopted or publications promulgated pursuant thereto, including, but not limited to, the *Canadian Environmental Protection Act* (Canada), *Fisheries Act* (Canada), *Transportation of Dangerous Goods Act* (Canada), *Canada Water Act* and the *Environmental Enhancement and Protection Act* (Alberta);

(iv) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or which may or could pose a hazard to the occupants of the Lands or the owners or occupants of property adjacent thereto, or any other person coming upon the Lands or adjacent property; and

(v) other chemical, materials or substance which may or could pose a hazard to the environment

13. **General Covenants**

The Mortgagor also covenants and agrees with the Mortgagee that:

(a) Provided always and it is hereby expressly agreed by the Mortgagor that this Mortgage shall not create any merger, rebate or discharge of any debt owing to the Bank or of any lien, bond, promissory note, bill of exchange, guarantee or other security held by or which may hereafter be held by the

Bank, whether from the Mortgagor or any other party or parties whomsoever, and this Mortgage shall not in any way affect any security held or which may hereafter be held by the Bank for the Indebtedness or any portion or portions thereof or the liability of any endorser or any person or persons upon any such liens, bond, bill of exchange, promissory note or other security or contract or any renewal or renewals thereof held by the Bank for or on account of the Indebtedness or any portion or portions thereof nor shall the remedies of the Bank in respect thereof be affected in any manner whatsoever. Provided further that the taking of a judgment or judgments against the Mortgagor on any of the covenants herein contained shall not operate as a merger of the said covenants or affect the Bank's right to interest on the Indebtedness at the rate payable by the Mortgagor to the Bank, and further that any such judgment may provide that interest thereon shall be computed at the same rate until such judgment shall have been fully paid and satisfied.

(b) The Mortgagee may at all times release any part or parts of the said Lands or any other security or any surety for payment of all or any part of the moneys hereby secured or may release the Mortgagor or any other person from any covenant or other liability to pay the said moneys or any part thereof, either with or without any consideration therefor, and without being accountable for the value thereof or for any moneys except those actually received by the Mortgagee, and without thereby releasing any other part of the said Land, or any other securities or covenants herein contained, it being especially agreed that notwithstanding any such release the Land, securities and covenants remaining unreleased shall stand charged with the whole of the moneys hereby secured.

(c) That any agreement to renew or to extend the time for payment and/or alter the terms of payment and/or to change the rate of interest to be charged or any other terms for payment of all or any moneys secured by this Mortgage need not be registered but shall be effectual and binding on the Mortgagor and all other persons interested in the said Land or any part thereof to all intents and purposes and take priority as against such other persons when deposited in or held at the office of the Mortgagee.

(d) If any portion of the principal sum secured by this Mortgage shall not be advanced at the date hereof the Mortgagee may advance the same in one or more sums at any future date or dates and the amount of such advances, when so made, shall be secured by this Mortgage and be repayable with interest as above provided, and shall be considered and treated as having been so secured and advanced as at the date hereof; and that neither the execution nor registration of this Mortgage nor the advance in part of the principal sum shall bind the Mortgagee to advance the whole of the principal sum or any portion thereof not yet advanced, but nevertheless the charge or mortgage by this Mortgage created shall take effect forthwith on the execution of this Mortgage.

(e) All solicitor's, inspector's, valuators and surveyor's fees and expenses for drawing and registering this Mortgage and for examining the mortgaged premises and the title thereto, and for making or maintaining this Mortgage a first charge on the said Land together with all sums which the Mortgagee may and does from time to time advance, expend or incur hereunder as principal, insurance premiums, taxes or rates, or in or toward payment of prior liens, charges, encumbrances or claims charged or to be charged against the said Land or on this Mortgage or on the Mortgagee in respect of this Mortgage, and in maintaining, repairing, restoring or completing the mortgaged premises, and in inspecting, leasing, managing, or improving the mortgaged premises, including the price or value of any goods of any sort or description supplied to be used on the mortgaged premises, and in exercising or enforcing or attempting to enforce or in pursuance of any right, power, remedy or purpose hereunder or subsisting, and legal costs, as between solicitor and client, and an allowance for the time, work and expense of the Mortgagee, or of any agent, solicitor or employee of the Mortgagee, for any purpose herein provided for and whether such sums are advanced or incurred with the knowledge, consent, concurrence or acquiescence of the Mortgagor or otherwise, are to be secured hereby and shall be a charge on the said Land, together with interest thereon at the said rate, and all such moneys shall be repayable to the Mortgagee on demand, or if not demanded then with the next ensuing instalment, except as herein otherwise provided.

(f) In the event of the principal sum advanced hereunder, or any part thereof, being applied to the payment of any charge or encumbrance, the Mortgagee shall be subrogated to all the rights of and stand in the position of and be entitled to all the equities of the party so paid off whether such charge or encumbrance has or has not been discharged; and the decision of the Mortgagee as to the validity or amount of any advance or disbursement made under this Mortgage or of any claim so paid off, shall be final and binding on the Mortgagor.

(g) The Mortgagee shall not be accountable for any moneys except those actually received by the Mortgagee; and all moneys received or collected by the Mortgagee may, at the option of the Mortgagee, be used for the purposes mentioned.

(h) The Mortgagor shall not make, or permit to be made, any alterations or additions in the mortgaged premises without the consent of the Mortgagee and the Mortgagor shall not allow the said Land to remain unoccupied or unused, nor shall the Mortgagor allow the Lands or Mortgaged Premises to fall into poor condition or disrepair.

(i) The Mortgagee or agent of the Mortgagee may, at any time, enter upon the said Land to inspect the Land and building(s) thereon.

(j) All moneys whether principal, interest or other moneys payable to the Mortgagee under the terms of this Mortgage shall be payable, in lawful money of Canada.

(k) Each and all of the covenants, agreements, understandings and stipulations in this Mortgage contained or implied shall be binding upon the person and each of the persons named in this Mortgage as Mortgagor or Covenantor, each of their heirs, executors, administrators, successors and assigns even if one or more of such persons named may not be entitled to any estate or interest in said Land; that all covenants in this Mortgage contained or implied are to be construed as both joint and several; and that when the context so requires the singular number shall be read as if the plural were expressed and the masculine or neuter gender as if the masculine, feminine or neuter were expressed, and the first person as if the third person were expressed.

(l) The Mortgagor covenants and agrees with the Mortgagee that if a condominium plan is now or will be registered in respect of the Lands:

   (i) the Mortgagor will observe and perform each and every one of the covenants and provisions required to be observed and performed under or pursuant to the terms of this Mortgage and of *The Condominium Property Act* of Alberta, and all amendments thereto and any legislation passed in substitution thereof, and the bylaws of the condominium corporation;

   (ii) the Mortgagor will pay promptly when due any and all unpaid assessments, instalments or payments due to the condominium corporation;

   (iii) that every part, lot or unit into which the Lands is, or may hereafter be divided, does and shall stand charged with the whole of the monies hereby secured and no person shall have any right to require the monies hereby secured to be apportioned on or in respect of any such part, lot or unit.

14. **Assignment of Rents**

As further security to the Mortgagee for repayment as aforesaid, the Mortgagor hereby assigns, transfers and sets over to the Mortgagee all rents and other revenues from the Lands now or hereafter due or to become due, provided that:

(a) the Mortgagor will be entitled to receive and recover such rents and other revenues until default under this Mortgage;

(b) if the Mortgagor defaults, all monies received by the Mortgagor in respect of the Lands after the default will be received by the Mortgagor in trust for the Mortgagee. Immediately after receiving such monies the Mortgagor will pay them to the Mortgagee;

(c) the Mortgagee will have no obligation to collect any such rents or other revenues at any time and will be liable only for monies actually received;

(d) nothing contained in this clause nor the exercise by the Mortgagee of any rights or remedies arising hereunder will place or be deemed to place the Mortgagee in possession of the Lands;

(e) neither this assignment, nor the collection of rents pursuant to it, will be construed as a recognition or acceptance of any lease with respect to the Lands;

(f) the Mortgagor will not accept any rents in excess of one monthly instalment in advance;

(g) whenever requested by the Mortgagee the Mortgagor will assign to the Mortgagee its interest in each specific lease of the Lands and will execute such further specific or general assignments as may be requested by the Mortgagee from time to time; and

(h) the Mortgagee or its agents may separately register this assignment wherever the Mortgagee in its discretion deems appropriate.

15. **Expropriation and Condemnation**

(a) Notwithstanding anything to the contrary contained herein, if the Mortgagee receives a notice of intention to expropriate (as referred to in the *Expropriation Act* of Alberta) the Lands or the estate or interest of the Mortgagee in the Lands, or the Lands are condemned by any authority having jurisdiction in that regard, then the principal sum, interest and other monies hereby secured will at the option of the Mortgagee automatically become due in full on demand by the Mortgagee.

(b) The damages, proceeds, consideration and award, whether awarded by the Land Compensation Board, the Surface Rights Board, a court or otherwise, resulting from any expropriation are, to the extent of the full amount of the monies and obligations secured by this Mortgage and remaining unpaid on the date of such expropriation, hereby assigned by the Mortgagor to the Mortgagee and will be paid immediately to the Mortgagee.

(c) The Mortgagor acknowledges that it is aware of the provisions of Sections 49 and 52 of *The Expropriation Act,* Chapter E-1 6, S.A. 1980, and any amendments thereto, and hereby waives the benefit of such provisions or any legislation similar thereto or in replacement thereof. The Mortgagor covenants to pay to the Mortgagee the difference between the amount owing under this Mortgage and the monies paid by the expropriating authority to the Mortgagee, together with interest thereon at the interest rate both before and after maturity, default, acceleration and the obtaining of any judgment by the Mortgagee.

16. **Due on Sale**

The Mortgagor also covenants and agrees with the Mortgagee that in the event of the Mortgagor selling or agreeing to sell or otherwise dispose of the Lands or any part thereof (and if the Mortgagor is a corporation, any change in control of the corporation shall constitute a default under this clause), without the written consent of the Mortgagee first being obtained, the Mortgage shall be deemed to be in default and the principal sum, and all other indebtedness secured by this Mortgage with accrued interest thereon and prepayment penalty (as applicable) shall, at the option of the Mortgagee, become due and payable.

17. **Attornment**

For better securing the punctual payment of the moneys secured by this Mortgage the Mortgagor hereby attorns and becomes tenant to the Mortgagee of the said Land at a rental equivalent to the instalments secured hereby including any portion of the annual taxes payable with such instalment to be paid on each day appointed for the payment of instalments; and if any judgment, execution or attachment shall be issued against any of the goods or Lands of the Mortgagor of if the Mortgagor shall be come insolvent or bankrupt or commit an act of bankruptcy within the meaning of The Bankruptcy Act or shall take the benefit or any statute relating to bankruptcy or insolvent debtors then such rental shall, if not already payable, be payable immediately thereafter. The legal relation of Landlord and tenant is hereby constituted between the Mortgagee and the Mortgagor, but neither this clause nor anything done by virtue thereof, shall render the Mortgagee a mortgagee in possession or accountable for any moneys except those actually received.

The Mortgagee may at any time after default hereunder determine the tenancy hereby created without giving the Mortgagor any notice to quit.

18. **Discharge of Mortgage**

The Mortgagee shall have a reasonable time after payment of the Mortgage moneys in full within which to prepare and execute a discharge of this Mortgage; and interest as aforesaid shall continue to run and accrue until actual payment in full has been received by the Mortgagee; and all legal and other expenses for the preparation and execution of such discharge shall be borne by the Mortgagor.

19. **Lands Charged**

For the better securing to the Mortgagee the repayment in the manner aforesaid of the principal sum and interest and other charges and money hereby secured the Mortgagor doth hereby mortgage to the Mortgagee all his estate and interest in the Land above described.

20. **Declaration of Principal Sum and Interest**

It is understood and agreed that:

(a) The amount of the principal sum to be advanced under this Mortgage is

Two Million Eight Hundred Eighty Thousand ($2,880,000.00) Dollars.

(b) The rate of interest chargeable on the Principal Sum shall be calculated at the greater of **Twelve Per Cent (12%) per annum** and the rate of **Five Per Cent (5%) per annum** above the Mortgagee's Prime Interest Rate in effect from time to time, shall be calculated and payable monthly, from the date of advance, both before and after maturity and default;

21. **Non-Transferable**

All monies hereby secured with interest accrued thereon shall forthwith, at the Mortgagee's option, become due and payable if the Mortgagor sells, conveys or transfers or otherwise disposes of the Lands hereby mortgaged, or enters into any agreement to sell, convey, transfer or otherwise dispose of or lose title thereto, now but otherwise permitted herein, such actions on the part of the Mortgagor shall constitute default herein.

22. **Construction**

That in the event that this Mortgage is a building or construction Mortgage, it is the intention of the parties hereto that:

(a) the building or buildings being erected or to be erected on the Land(s) form part of the security for the full amount of the moneys secured by this Mortgage;

(b) all advances on this Mortgage are to be made from time to time in the future in accordance with the progress of construction of such building or buildings or upon its or their completion and occupation;

(c) the Mortgagor will construct the building, buildings, and other improvements on the Land(s) in accordance with plans and specifications which have been or which may hereafter be approved by the Mortgagee, in accordance with applicable building codes, in accordance with the Mortgagee's construction standards, and will carry on diligently to completion the construction of the said building, buildings, and other improvements and will complete such construction in compliance with the requirements of all municipal and other governmental authorities, laws, by-laws or regulations, and will, when so required by the Mortgagee, supply the Mortgagee with evidence or confirmation from any such municipal or governmental authority of such compliance;

(d) in the event that any such building, buildings and other improvements now or hereafter in the course of construction remain unfinished and without any work being done for a period of ten consecutive days, the Mortgagee may enter the Land(s) and do all work necessary to protect the same from deterioration and to complete the construction in such manner as the Mortgagee may see fit, and any moneys expended by the Mortgagee pursuant to this clause d) shall be a charge on the Land(s) and bear interest at the Mortgage rate and shall be deemed to constitute part of the Mortgage monies;

(e) the Mortgagee shall be entitled, at the expense of the Mortgagor, to inspect all aspects of the construction and make tests of materials, and the Mortgagor will not cover any portion of the construction work requiring inspection by the Mortgagee until the Mortgagee has inspected the same, and the Mortgagor shall forthwith remedy and carry out again any work which does not conform to the Mortgagee's reasonable requirements;

(f) the Mortgagee shall not be obliged to hold back advances to provide the lien fund or other protection to the Mortgagor under the *Builder's Lien Act* of Alberta or any other similar statute (the "Act"); provided that if the Mortgagee holds back any advances in a manner similar to the way the said Act provides for an owner to make holdbacks then, notwithstanding such holdbacks by the Mortgagee, such holdbacks shall not constitute the lien fund under the said Act and the Mortgagee shall not be a Mortgagee authorized by the owner to disburse money secured by a Mortgage as referred to in the said Act.

In Witness Whereof, the Mortgagor has hereunto set its name and corporate seal by the duly authorized officer in that behalf this 5th day of November, 2015.

640 HOLDINGS LTD.

Per: ______________________

Per: ______________________

The address of the Mortgagee is:
101, 2810 – 13th Avenue SE
Medicine Hat, Alberta T1A 3P9

SCHEDULE "A"

PLAN 1491
BLOCK 14
FIRST: THAT PORTION OF LOT 28 DESCRIBED AS FOLLOWS
COMMENCING AT THE SOUTH WEST CORNER OF THE SAID LOT
THENCE NORTH WESTERLY ALONG THE SOUTH WESTERLY BOUNDARY
THEREOF TO THE NORTH WESTERLY BOUNDARY THEREOF
THENCE NORTH EASTERLY ALONG THE SAID NORTH WESTERLY BOUNDARY
7 FEET
THENCE SOUTH EASTERLY IN A STRAIGHT LINE TO A POINT IN THE
SOUTH EASTERLY BOUNDARY OF THE SAID LOT DISTANT
6.75 FEET NORTH EASTERLY THEREON
FROM THE SAID SOUTH WEST CORNER
THENCE SOUTH WESTERLY ALONG THE SAID SOUTH EASTERLY BOUNDARY
TO THE POINT OF COMMENCEMENT
SECONDLY: THE WHOLE OF LOT 29
EXCEPTING THEREOUT THAT PORTION DESCRIBED AS FOLLOWS
COMMENCING AT THE SOUTH WEST CORNER OF THE SAID LOT
THENCE NORTH WESTERLY ALONG THE SOUTH WESTERLY BOUNDARY
THEREOF TO THE NORTH WESTERLY BOUNDARY THEREOF
THENCE NORTH EASTERLY ALONG THE SAID NORTH WESTERLY
BOUNDARY 1 FOOT
THENCE SOUTH EASTERLY IN A STRAIGHT LINE TO A POINT IN
THE SOUTH EASTERLY BOUNDARY OF THE SAID LOT DISTANT
.75 OF A FOOT NORTH EASTERLY
THEREON FROM THE SAID SOUTH WEST CORNER
THENCE SOUTH WESTERLY ALONG THE SAID SOUTH EASTERLY
BOUNDARY TO THE POINT OF COMMENCEMENT
EXCEPTING THEREOUT ALL MINES AND MINERALS

THIS IS EXHIBIT "L" REFERRED TO IN THE AFFIDAVIT OF CHRISTOPHER CAMERON.

SWORN BEFORE ME THIS 16th DAY OF MARCH, 2026.

A Commissioner for Oaths in and for the Province of Alberta

Jackie Hosking
A Commissioner for Oaths
in and for Alberta

Government of Alberta

Personal Property Registry

Search Results Report

Search ID #: Z19738760

Transmitting Party

ELDOR-WAL REGISTRATIONS (1987) LTD.

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

Party Code: 50073881
Phone #: 780 429 5969
Reference #:

Search ID #: Z19738760 **Date of Search:** 2026-Feb-20 **Time of Search:** 09:48:35

Business Debtor Search For:

640 HOLDINGS LTD.

Exact Result(s) Only Found

NOTE:

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

Government of Alberta

Personal Property Registry
Search Results Report

Search ID #: Z19738760

Business Debtor Search For:
640 HOLDINGS LTD.
Search ID #: Z19738760 **Date of Search:** 2026-Feb-20 **Time of Search:** 09:48:35

Registration Number: 15111212404
Registration Date: 2015-Nov-12
Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2030-Nov-12 23:59:59

Exact Match on: Debtor No: 1

Amendments to Registration

20102217129	Renewal	2020-Oct-22
25082117972	Renewal	2025-Aug-21

Debtor(s)

Block		Status
1	640 HOLDINGS LTD. 640 3RD STREET SE MEDICINE HAT, AB T1A 0H5	Current

Secured Party / Parties

Block		Status
1	CANADIAN WESTERN BANK #101, 2810 13TH AVENUE SE MEDICINE HAT, AB T1A 3P9	Current

Collateral: General

Block	Description	Status
1	All of the Debtor's present and after acquired personal property of whatever kind and wherever situated.	Current

Government of Alberta

Personal Property Registry
Search Results Report

Search ID #: Z19738760

Business Debtor Search For:

640 HOLDINGS LTD.

Search ID #: Z19738760 **Date of Search:** 2026-Feb-20 **Time of Search:** 09:48:35

Registration Number: 22060820316
Registration Date: 2022-Jun-08

Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2032-Jun-08 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block		Status
1	640 HOLDINGS LTD. 640 3RD STREET SE MEDICINE HAT, AB T1A 0H5	Current

Secured Party / Parties

Block		Status
1	COMMUNITY FUTURES ENTRE-CORP BUSINESS DEVELOPMENT 202, 556 - 4TH STREET SE MEDICINE HAT, AB T1A 0K8 Phone #: 403 528 2824 Fax #: 403 527 3596 Email: bizinfo@albertafc.com	Current

Collateral: General

Block	Description	Status
1	ALL OF THE PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR; INCLUDING ALL PARTS, ACCESSORIES, ATTACHMENTS, SPECIAL TOOLS, ADDITIONS AND ACCESSIONS THERETO, CHATTEL PAPER, INTANGIBLES AND SECURITIES WHICH THE DEBTOR NOW OR HEREAFTER MAY OWN OR IN WHICH THE DEBTOR ACQUIRES AN INTEREST OR RIGHTS (INCLUDING WITHOUT LIMITATIONS SUCH AS MAY BE RETURNED TO OR REPOSSESSED BY THE DEBTOR) AND ALL PROCEEDS AND RENEWALS THERETO, ACCESSIONS THERETO AND SUBSTITUTIONS THEREFORE.	Current

Result Complete

THIS IS EXHIBIT "M" REFERRED TO IN THE AFFIDAVIT OF CHRISTOPHER CAMERON.

SWORN BEFORE ME THIS 16th DAY OF MARCH, 2026.

A Commissioner for Oaths in and for the Province of Alberta

Jackie Hosking
A Commissioner for Oaths
in and for Alberta

Government of Alberta

Personal Property Registry
Search Results Report

Search ID #: Z19738771

Transmitting Party

ELDOR-WAL REGISTRATIONS (1987) LTD.

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

Party Code: 50073881
Phone #: 780 429 5969
Reference #:

Search ID #: Z19738771 **Date of Search:** 2026-Feb-20 **Time of Search:** 09:50:10

Business Debtor Search For:

POSITIVE LIFE CONCEPTS 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.

Government of Alberta

Personal Property Registry
Search Results Report

Search ID #: Z19738771

Business Debtor Search For:
POSITIVE LIFE CONCEPTS INC
Search ID #: Z19738771 **Date of Search:** 2026-Feb-20 **Time of Search:** 09:50:10

Registration Number: 17020916714 Registration Type: SECURITY AGREEMENT
Registration Date: 2017-Feb-09 Registration Status: Current
Expiry Date: 2027-Feb-09 23:59:59

Exact Match on: Debtor No: 1

Amendments to Registration

21112322643	Renewal	2021-Nov-23

Debtor(s)

Block		Status
		Current
1	POSITIVE LIFE CONCEPTS INC. 640 - 3RD STREET SE MEDICINE HAT, AB T1A 0H5	

Secured Party / Parties

Block		Status
		Current
1	CANADIAN WESTERN BANK #101, 2810 - 13TH AVE. SE MEDICINE HAT, AB T1A 3P9	

Collateral: General

Block	Description	Status
1	All present and after-acquired personal property and real property of the Debtor of whatever kind and wherever situate.	Current

Government of Alberta

Personal Property Registry
Search Results Report

Search ID #: Z19738771

Business Debtor Search For:
POSITIVE LIFE CONCEPTS INC
Search ID #: Z19738771 **Date of Search:** 2026-Feb-20 **Time of Search:** 09:50:10

Registration Number: 20082518115 Registration Type: SECURITY AGREEMENT
Registration Date: 2020-Aug-25 Registration Status: Current
Expiry Date: 2026-Aug-25 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block		Status
1	POSITIVE LIFE CONCEPTS INC. 640 3 STREET SE MEDICINE HAT, AB T1A 0H5	Current

Secured Party / Parties

Block		Status
1	ROYAL BANK OF CANADA 10 YORK MILLS ROAD 3RD FLOOR TORONTO, ON M2P 0A2 Email: abautonsp@teranet.ca	Current

Collateral: Serial Number Goods

Block	Serial Number	Year	Make and Model	Category	Status
1	1GCUYHED8LZ325211	2020	Chevrolet Silverado 1500	MV - Motor Vehicle	Current

Government of Alberta

Personal Property Registry
Search Results Report

Search ID #: Z19738771

Business Debtor Search For:
POSITIVE LIFE CONCEPTS INC
Search ID #: Z19738771 **Date of Search:** 2026-Feb-20 **Time of Search:** 09:50:10

Registration Number: 24020816502
Registration Date: 2024-Feb-08
Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2034-Feb-08 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block		Status
1	POSITIVE LIFE CONCEPTS INC. 640 3RD STREET SE MEDICINE HAT, AB T1A 0H5	Current

Secured Party / Parties

Block		Status
1	COMMUNITY FUTURES ENTRE-CORP BUSINESS DEVELOPMENT 202, 556 - 4TH STREET SE MEDICINE HAT, AB T1A 0K8 Phone #: 403 528 2824 Fax #: 403 527 3596 Email: bizinfo@albertacf.com	Current

Collateral: General

Block	Description	Status
1	ALL OF THE PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR; INCLUDING ALL PARTS, ACCESSORIES, ATTACHMENTS, SPECIAL TOOLS, ADDITIONS AND ACCESSIONS THERETO, CHATTEL PAPER, INTANGIBLES AND SECURITIES WHICH THE DEBTOR NOW OR HEREAFTER MAY OWN OR IN WHICH THE DEBTOR ACQUIRES AN INTEREST OR RIGHTS (INCLUDING WITHOUT LIMITATIONS SUCH AS MAY BE RETURNED TO OR REPOSSESSED BY THE DEBTOR) AND ALL PROCEEDS AND RENEWALS THERETO, ACCESSIONS THERETO AND SUBSTITUTIONS THEREFORE.	Current

Business Debtor Search For:
POSITIVE LIFE CONCEPTS INC
Search ID #: Z19738771 **Date of Search:** 2026-Feb-20 **Time of Search:** 09:50:10

Registration Number: 25070312929
Registration Type: WRIT OF SEIZURE AND SALE (FEDERAL WRIT)
Registration Date: 2025-Jul-03
Registration Status: Current
Expiry Date: 2027-Jul-03 23:59:59

Issued in Federal Court Judicial Centre
Court File Number is ITA-7143-24
Judgment Date is 2024-Aug-09
This Writ was issued on 2024-Aug-09
Original Judgment Amount: $154,463.52
Costs Are: $18.00
Post Judgment Interest: $0.00
Current Amount Owing: $154,481.52

Exact Match on: Debtor No: 1

Solicitor / Agent

HIS MAJESTY THE KING IN RIGHT OF CANADA
125,220-4TH AVE SE
CALGARY, AB T3G 0L1
Phone #: 587 475 3037 Fax #: 403 292 5688
Email: SATSO_LDPU_PPR@cra-arc.gc.ca

Debtor(s)

Block		Status
1	POSITIVE LIFE CONCEPTS INC. 640 3RD ST SE MEDICINE HAT, AB T1A 0H5	Current

Creditor(s)

Block		Status
1	HIS MAJESTY THE KING IN RIGHT OF CANADA 125,220-4TH AVE SE CALGARY, AB T3G 0L1	Current

Government of Alberta

Personal Property Registry
Search Results Report

Search ID #: Z19738771

Phone #: 587 475 3037 Fax #: 403 292 5688
Email: SATSO_LDPU_PPR@cra-arc.gc.ca

Government of Alberta

Personal Property Registry
Search Results Report

Search ID #: Z19738771

Business Debtor Search For:

POSITIVE LIFE CONCEPTS INC

Search ID #: Z19738771 **Date of Search:** 2026-Feb-20 **Time of Search:** 09:50:10

Registration Number: 26021328300
Registration Date: 2026-Feb-13

Registration Type: WRIT OF SEIZURE AND SALE (FEDERAL WRIT)
Registration Status: Current
Expiry Date: 2028-Feb-13 23:59:59

Issued in Federal Court Judicial Centre
Court File Number is ITA-8874-25
Judgment Date is 2025-Nov-26
This Writ was issued on 2025-Nov-26

Original Judgment Amount: $40,642.93
Costs Are: $18.00
Post Judgment Interest: $0.00
Current Amount Owing: $41,332.91

Exact Match on: Debtor No: 1

Solicitor / Agent

HIS MAJESTY THE KING IN RIGHT OF CANADA
125,220-4TH AVE SE
CALGARY, AB T3G 0L1
Phone #: 587 475 3037 Fax #: 403 292 5688
Email: SATSO_LDPU_PPR@cra-arc.gc.ca

Debtor(s)

Block		Status
1	POSITIVE LIFE CONCEPTS INC 640 3RD ST SE MEDICINE HAT, AB T1A 0H5	Current

Creditor(s)

Block		Status
1	HIS MAJESTY THE KING IN RIGHT OF CANADA 125,220-4TH AVE SE CALGARY, AB T3G 0L1	Current

Government of Alberta

Personal Property Registry
Search Results Report

Search ID #: Z19738771

Phone #: 587 475 3037 Fax #: 403 292 5688
Email: SATSO_LDPU_PPR@cra-arc.gc.ca

Government of Alberta

Personal Property Registry
Search Results Report

Search ID #: Z19738771

Note:

The following is a list of matches closely approximating your Search Criteria, which is included for your convenience and protection.

Debtor Name / Address	Reg.#
PAWSITIVE LIVING PET SUPPLIES INC. 55 BOW ST, UNIT 105 COCHRANE, AB T4C 0T4	25061001519

SECURITY AGREEMENT

Debtor Name / Address	Reg.#
PAWSITIVE LUXURY INC. 122 LINDSTROM BAY FORT MCMURRAY, AB T9K 2N8	23111005329

SECURITY AGREEMENT

Result Complete

THIS IS EXHIBIT "N" REFERRED TO IN THE AFFIDAVIT OF CHRISTOPHER CAMERON.

SWORN BEFORE ME THIS 16th DAY OF MARCH, 2026.

A Commissioner for Oaths in and for the Province of Alberta

Jackie Hosking
A Commissioner for Oaths
in and for Alberta

LAND TITLE CERTIFICATE

S

LINC	SHORT LEGAL	TITLE NUMBER
0020 371 597	1491;14;28,29	071 582 792

LEGAL DESCRIPTION

PLAN 1491
BLOCK 14
FIRST: THAT PORTION OF LOT 28 DESCRIBED AS FOLLOWS
COMMENCING AT THE SOUTH WEST CORNER OF THE SAID LOT
THENCE NORTH WESTERLY ALONG THE SOUTH WESTERLY BOUNDARY
THEREOF TO THE NORTH WESTERLY BOUNDARY THEREOF
THENCE NORTH EASTERLY ALONG THE SAID NORTH WESTERLY BOUNDARY
7 FEET
THENCE SOUTH EASTERLY IN A STRAIGHT LINE TO A POINT IN THE
SOUTH EASTERLY BOUNDARY OF THE SAID LOT DISTANT
6.75 FEET NORTH EASTERLY THEREON
FROM THE SAID SOUTH WEST CORNER
THENCE SOUTH WESTERLY ALONG THE SAID SOUTH EASTERLY BOUNDARY
TO THE POINT OF COMMENCEMENT
SECONDLY: THE WHOLE OF LOT 29
EXCEPTING THEREOUT THAT PORTION DESCRIBED AS FOLLOWS
COMMENCING AT THE SOUTH WEST CORNER OF THE SAID LOT
THENCE NORTH WESTERLY ALONG THE SOUTH WESTERLY BOUNDARY
THEREOF TO THE NORTH WESTERLY BOUNDARY THEREOF
THENCE NORTH EASTERLY ALONG THE SAID NORTH WESTERLY
BOUNDARY 1 FOOT
THENCE SOUTH EASTERLY IN A STRAIGHT LINE TO A POINT IN
THE SOUTH EASTERLY BOUNDARY OF THE SAID LOT DISTANT
.75 OF A FOOT NORTH EASTERLY
THEREON FROM THE SAID SOUTH WEST CORNER
THENCE SOUTH WESTERLY ALONG THE SAID SOUTH EASTERLY
BOUNDARY TO THE POINT OF COMMENCEMENT
EXCEPTING THEREOUT ALL MINES AND MINERALS

ATS REFERENCE: 4;5;12;31
ESTATE: FEE SIMPLE

MUNICIPALITY: CITY OF MEDICINE HAT

REFERENCE NUMBER: 821 214 210

(CONTINUED)

REGISTERED OWNER(S)

REGISTRATION	DATE(DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
071 582 792	29/11/2007	TRANSFER OF LAND	$237,000	$237,000

OWNERS

640 HOLDINGS LTD.
OF 640- 3RD STRREET SE
MEDICINE HAT
ALBERTA T1A 0H5

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
8468GI .	07/03/1952	EASEMENT "SUBJECT TO, EXTENDED BY WITH THE NE PORTION OF LOT 28"
4128IA .	31/08/1960	EASEMENT "SUBJECT TO, EXTENDED BY, FOR CEMENT FOOTINGS SUPPORTING SEPARATE RETAINING WALLS"
151 302 669	24/11/2015	MORTGAGE MORTGAGEE - CANADIAN WESTERN BANK. 101, 2810-13 AVE SE MEDICINE HAT ALBERTA T1A3P9 ORIGINAL PRINCIPAL AMOUNT: $2,880,000
151 302 670	24/11/2015	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - CANADIAN WESTERN BANK. 101, 2810-13 AVE SE MEDICINE HAT ALBERTA T1A3P9 AGENT - SIMON J HERSEY.
221 221 266	13/10/2022	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - COMMUNITY FUTURES ENTRE-CORP BUSINESS DEVELOPMENT. 202, 556 4 ST SE MEDICINE HAT ALBERTA T1A0K8 AGENT - GREG SCOTT
241 060 204	28/02/2024	CAVEAT

(CONTINUED)

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
		RE : AGREEMENT CHARGING LAND CAVEATOR - COMMUNITY FUTURES ENTRE-CORP BUSINESS DEVELOPMENT. 202, 556 4 ST SE MEDICINE HAT ALBERTA T1A0K8 AGENT - GREG SCOTT

TOTAL INSTRUMENTS: 006

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 24 DAY OF FEBRUARY, 2026 AT 02:54 P.M.

ORDER NUMBER: 56384767

CUSTOMER FILE NUMBER:

END OF CERTIFICATE

THIS IS EXHIBIT "O" REFERRED TO IN THE AFFIDAVIT OF CHRISTOPHER CAMERON.

SWORN BEFORE ME THIS 16th DAY OF MARCH, 2026.

A Commissioner for Oaths in and for the Province of Alberta

Jackie Hosking
A Commissioner for Oaths
in and for Alberta

BD&P LAW FIRM

Reply to: David LeGeyt
Direct Phone: (403) 260-0210
Direct Fax: (403) 260-0332
dlegeyt@bdplaw.com

Assistant: Angel Donor
Direct Phone: (403) 260-9462
Our File: 79621-3

SENT BY EMAIL (kreeder@mwllp.ca)

July 7, 2025

640 HOLDINGS LTD.
c/o Maclean Weidemann Lawyers LLP
422 – 6th Street SE
Medicine Hat, AB T1A 1H5

Attention: Kenneth C. Reeder

Dear Mr. Reeder:

Re: Canadian Western Bank ("CWB") and National Bank of Canada ("NBC" and together with CWB, collectively, the "Lender") re: 640 Holdings Ltd. (the "Borrower")

We are counsel to Canadian Western Bank ("**CWB**") in connection with, among others: with a Commitment Letter dated August 31, 2021 a demand note dated September 7, 2021, each between CWB and the Borrower (collectively, the "**Loan Agreements**"). Reference is also made to the General Security Agreement dated November 6, 2018, and a mortgage in favour of CWB granted by the Borrower (the "**Security**").

Certain of the loans are payable on demand. Accordingly, on behalf of the Lender, we hereby demand repayment of all amounts due and owing by the Borrower to CWB under the Loan Agreements and Security, namely the amount of CAD$1,696,594.47 as of June 27, 2025 plus all accrued and accruing interest and legal costs on a solicitor and own client fully indemnity basis (the "**Indebtedness**").

Please note that the Indebtedness will continue to accrue interest at the rates agreed to, and costs and expenses will continue to be incurred by CWB for which the Borrower will be responsible, until payment of all amounts owing is received by either certified cheque or bank draft at the following address:

Canadian Western Bank
c/o Burnet, Duckworth & Palmer LLP
2400, 525 – 8th Avenue SW
Calgary, Alberta T2P 1G1

Attention: David LeGeyt

14335414.1

If full payment, as set forth above, is not received by close of business on July 17, 2025 the Lender will take whatever steps it deems appropriate to seek repayment of the said amount. To this end we enclose for service upon you a Notice of Intention to Enforce Security ("**NOI**") in accordance with section 244 of the *Bankruptcy and Insolvency Act* (Canada). If you are prepared to waive the ten-day notice period, please endorse the Consent and Waiver located on page 2 of the NOI and return to the undersigned.

For your information, demands will be issued on the guarantors in respect of the Borrower's Indebtedness.

Please note that the Lender reserves the right to proceed against the Borrower: (i) prior to the time stipulated above in the event that it determines that its position has been further jeopardized; and (ii) anytime, or from time to time after any dates stipulated above have passed, and in either case without the necessity of serving a new demand for payment.

If you have any questions, please contact the undersigned.

Yours truly,

BURNET, DUCKWORTH & PALMER LLP

David LeGeyt
Partner
JXM:amd

Enclosure
cc: Christopher Cameron – Canadian Western Bank (via email)
Jessica MacKinnon – Burnet, Duckworth & Palmer LLP (via email)

FORM 86

NOTICE OF INTENTION TO ENFORCE SECURITY

(Subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada))

To: 640 Holdings Ltd., an insolvent person (the "**Debtor**")

TAKE NOTICE THAT:

1. Canadian Western Bank ("**CWB**"), a secured creditor of the Debtor, intends to enforce its security on the property of the Debtor as set out below:

   (a) all present and after acquired real and personal property of the Debtor;

   (b) a mortgage in respect of the lands legally described as:

   PLAN 1491
   BLOCK 14

   FIRST: THAT PORTION OF LOT 28 DESCRIBED AS FOLLOWS COMMENCING AT THE SOUTH WEST CORNER OF THE SAID LOT THENCE NORTH WESTERLY ALONG THE SOUTH WESTERLY BOUNDARY THEREOF TO THE NORTH WESTERLY BOUNDARY THEREOF THENCE NORTH EASTERLY ALONG THE SAID NORTH WESTERLY BOUNDARY 7 FEET THENCE SOUTH EASTERLY IN A STRAIGHT LINE TO A POINT IN THE SOUTH EASTERLY BOUNDARY OF THE SAID LOT DISTANT 6.75 FEET NORTH EASTERLY THEREON FROM THE SAID SOUTH WEST CORNER THENCE SOUTH WESTERLY ALONG THE SAID SOUTH EASTERLY BOUNDARY TO THE POINT OF COMMENCEMENT

   SECONDLY: THE WHOLE OF LOT 29 EXCEPTING THEREOUT THAT PORTION DESCRIBED AS FOLLOWS COMMENCING AT THE SOUTH WEST CORNER OF THE SAID LOT THENCE NORTH WESTERLY ALONG THE SOUTH WESTERLY BOUNDARY THEREOF TO THE NORTH WESTERLY BOUNDARY THEREOFTHENCE NORTH EASTERLY ALONG THE SAID NORTH WESTERLY BOUNDARY 1 FOOT THENCE SOUTH EASTERLY IN A STRAIGHT LINE TO A POINT IN THE SOUTH EASTERLY BOUNDARY OF THE SAID LOT DISTANT.75 OF A FOOT NORTH EASTERLY THEREON FROM THE SAID SOUTH WEST CORNER THENCE SOUTH WESTERLY ALONG THE SAID SOUTH EASTERLY BOUNDARY TO THE POINT OF COMMENCEMENT EXCEPTING THEREOUT ALL MINES AND MINERALS (the "**Lands**"),

   (c) all proceeds of the foregoing collateral.

2. The security that is to be enforced is in the form of:

   (a) General Security Agreement dated November 5, 2015; and

   (b) A collateral mortgage dated November 5, 20215 in respect of the Lands;

   (collectively, the "**Security**").

3. The total amount of indebtedness secured by the Security is, as of June 27, 2025 the sum of CAD$1,696,594.47, plus all accrued and accruing interest and legal costs.

CWB will not have the right to enforce its Security until after the expiry of the 10-day period following the sending of this notice, unless the Debtor consents to an earlier enforcement.

DATED at the City of Calgary, in the Province of Alberta, this 7 day of July, 2025.

BURNET, DUCKWORTH & PALMER LLP,
solicitors and agents for Canadian Western Bank

Per: ______________________
David LeGeyt

CONSENT AND WAIVER

THE UNDERSIGNED hereby:

Acknowledges receipt of the Notice of Intention to Enforce Security;

Waives the ten days of notice required under section 244 of the *Bankruptcy and Insolvency Act* (Canada); and

Consents to the immediate enforcement by Canadian Western Bank of the Security referred to herein.

DATED this ______ day of _________________, 2025.

640 HOLDINGS LTD.

Per: ________________________________
Name:
Title:

BD&P LAW FIRM

Reply to: David LeGeyt
Direct Phone: (403) 260-0210
Direct Fax: (403) 260-0332
dlegeyt@bdplaw.com

Assistant: Angel Donor
Direct Phone: (403) 260-9462
Our File: 79621-3

SENT BY EMAIL (kreeder@mwllp.ca)

July 7, 2025

POSITIVE LIFE CONCEPTS INC.
c/o Maclean Weidemann Lawyers LLP
422 – 6th Street SE
Medicine Hat, AB T1A 1H5

Attention: Kenneth C. Reeder

Dear Mr. Reeder:

Re: Canadian Western Bank ("CWB") and National Bank of Canada ("NBC" and together with CWB, collectively, the "Lender") re: Positive Life Concepts Inc. (the "Borrower")

We are counsel to the Lender in connection with, among others: a Commitment Letter dated November 12, 2019, between CWB and the Borrower (the "**Loan Agreement**").

Certain of the loans are payable on demand. Accordingly, on behalf of the Lender, we hereby demand repayment of all amounts due and owing by the Borrower to CWB under the Loan Agreement and Security, namely the amount of CAD$155,229.96 as of June 27, 2025 plus all accrued and accruing interest and legal costs on a solicitor and own client fully indemnity basis (the "**Indebtedness**").

Please note that the Indebtedness will continue to accrue interest at the rates agreed to, and costs and expenses will continue to be incurred by CWB for which the Borrower will be responsible, until payment of all amounts owing is received by either certified cheque or bank draft at the following address:

> Canadian Western Bank
> c/o Burnet, Duckworth & Palmer LLP
> 2400, 525 – 8th Avenue SW
> Calgary, Alberta T2P 1G1
>
> Attention: David LeGeyt

14443948.1

If full payment, as set forth above, is not received by close of business on July 17, 2025 the Lender will take whatever steps it deems appropriate to seek repayment of the said amount. To this end we enclose for service upon you a Notice of Intention to Enforce Security ("**NOI**") in accordance with section 244 of the *Bankruptcy and Insolvency Act* (Canada). If you are prepared to waive the ten-day notice period, please endorse the Consent and Waiver located on page 2 of the NOI and return to the undersigned.

For your information, demands will be issued on the guarantors in respect of the Borrower's Indebtedness.

Please note that the Lender reserves the right to proceed against the Borrower: (i) prior to the time stipulated above in the event that it determines that its position has been further jeopardized; and (ii) anytime, or from time to time after any dates stipulated above have passed, and in either case without the necessity of serving a new demand for payment.

If you have any questions, please contact the undersigned.

Yours truly,

BURNET, DUCKWORTH & PALMER LLP

David LeGeyt
Partner
JXM:amd

Enclosure
cc: Christopher Cameron – Canadian Western Bank (via email)
Jessica MacKinnon – Burnet, Duckworth & Palmer LLP (via email)

FORM 86

NOTICE OF INTENTION TO ENFORCE SECURITY

(Subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada))

To: Positive Life Concepts Inc., an insolvent person (the "**Debtor**")

TAKE NOTICE THAT:

1. Canadian Western Bank ("**CWB**"), a secured creditor of the Debtor, intends to enforce its security on the property of the Debtor as set out below:

   (a) all present and after acquired real and personal property of the Debtor; and

   (b) all proceeds of the foregoing collateral.

2. The security that is to be enforced is in the form of a:

   (a) General Security Agreement

   (the "**Security**").

3. The total amount of indebtedness secured by the Security is, as of June 27, 2025 the sum of CAD$155,229.96, plus all accrued and accruing interest and legal costs.

CWB will not have the right to enforce its Security until after the expiry of the 10-day period following the sending of this notice, unless the Debtor consents to an earlier enforcement.

DATED at the City of Calgary, in the Province of Alberta, this 7th day of July, 2025.

BURNET, DUCKWORTH & PALMER LLP,
solicitors and agents for Canadian Western Bank

Per: ______________________________
David LeGeyt

CONSENT AND WAIVER

THE UNDERSIGNED hereby:

Acknowledges receipt of the Notice of Intention to Enforce Security;

Waives the ten days of notice required under section 244 of the *Bankruptcy and Insolvency Act* (Canada); and

Consents to the immediate enforcement by Canadian Western Bank of the Security referred to herein.

DATED this ______ day of _________________, 2025.

POSITIVE LIFE CONCEPTS INC.

Per: ________________________________
Name:
Title:

THIS IS EXHIBIT "P" REFERRED TO IN THE AFFIDAVIT OF CHRISTOPHER CAMERON.

SWORN BEFORE ME THIS 16th DAY OF MARCH, 2026.

A Commissioner for Oaths in and for the Province of Alberta

Jackie Hosking
A Commissioner for Oaths
in and for Alberta

640 3 Street SE Medicine Hat, AB T1A0H5

Commercial | **DOM:** 0 | **LP:** $2,270,000.00
Active | **A2265110** | **PD:** | **CDOM:** 0 | **LR:**
OP: $2,270,000.00

Trans Type:	For Sale	**Title:**	Fee Simple
County:	Medicine Hat	**City:**	Medicine Hat
Type:	Office	**SQFT:**	14,698
Bus Type:		**Year Built:**	1914
Building Type:	Office Building	**Business:**	No
Subdivision:	SE Hill	**# Floors:**	3
LINC#:	0020371597	**# Buildings:**	1
Legal Pln:	1491 **Blk:** 14	**Lot:**	28,29
Zoning:	MU-D	**Tax Amt:**	$21,008.00
Lot Size:	5850 SF|543.48 SM	**Tax Year:**	2025
Exclusions:	No	**SRR:**	No
Reports:	Building Plans		
Restrictions:	None Known	**Leg Unit #:**	
Disclosure:			
Owner Type:			
Possession:	Immediate, Subject To Tenancy		

Recent Change: **10/17/2025 : NEW**

Public Remarks: Prime Downtown Medicine Hat Office Building – Fully Renovated, Turnkey Investment Opportunity Presenting a rare opportunity to acquire a fully renovated, Brick/ICF Block office building in the heart of downtown Medicine Hat. This exceptional property is ideally suited for both strong commercial revenue generation and owner-occupied use, offering a flexible layout and premium upgrades designed for today's business needs. Key Features & Upgrades: • 41 Private Office Spaces – Versatile layouts to accommodate a range of professional tenants or business units • 2 Boardrooms & Multiple Co-Working Spaces – Designed for collaboration, team meetings, and productivity • 2 Modern Coffee/Lunch Areas – Outfitted with ice/water fridges, dishwashers, microwaves, sinks, and a state-of-the-art specialty coffee dispenser ($24,000 investment) • Reception, Waiting & Common Areas – Professional first impression for clients and guests • Fitness Room & Storage Areas – Added value for tenants and staff convenience • Rooftop Patio – Unique outdoor amenity for events, breaks, or networking • Advanced IT & Security Infrastructure: • Cat 6 wiring with electrical and fiber optic service throughout the building • Cabling for voice and data (Cat6 with Cat5 backup) • CCTV access systems and Salto locks on secure areas (front entrance, I.T./comms room, main boardroom) • Patch panel supporting 28 access points across 3 stories • Dedicated I.T./communications room with new electrical wiring • All office doors upgraded to master key accessibility • New Desks & Chairs Throughout – Move-in ready for immediate occupancy • Upgraded Flooring, Modern Windows & Metal Roof – Low-maintenance, energy-efficient, and built to last • Well-Maintained HVAC Units (all less than 10 years old) – Comfort and efficiency for all tenants • ICF Block & Brick Construction – Superior insulation, soundproofing, and durability Investment Highlights: • Total building renovation completed with over $200,000 invested in 2024 in modern upgrades and amenities • Flexible zoning and layout support a variety of business types, co-working, or multi-tenant leasing strategies • Prime downtown location, walking distance to major amenities, parking, and public transit • Strong appeal for both investors seeking stable commercial income and business owners seeking a premium, centralized headquarters This property represents a turnkey solution for investors or owner-occupiers looking for a modern, secure, and highly functional office environment in Medicine Hat's thriving downtown core.

Property Information

Building Area:	14,698.00	**Nearest Town:**		**Frontage:**	45.00
Footprint SF:	5,850	**Foundation:**		**Live Work:**	No
Lot Size Dim:		**Floor Thick:**		**Lot Depth:**	130.00
Builder Name:		**Roof:**	Metal	**ASPARP:**	
Electric:		**Cooling:**	Central Air		

Construct Type: Brick, ICFs (Insulated Concrete Forms), Metal Frame
Exclusions: Tenant property
Heating: Forced Air, Natural Gas
Lot Features: Near Public Transit, Near Shopping Center
Inclusions: Appliances and media fixtures to be finalized on a purchase contract
Fire Protection: Sprinkler System - Full

Office & Retail Information

Complex Nm: 640 Professional Building | **Lse Sub Lease:** | **Lease Type:**
Comm Amen: Boardroom, Exercise Room, Kitchen, Storage

Tenant Information

Tenant Name: | **Prev Tenant:** Office | **Tenant in Place:**

Agent & Office Information

List Agent:	JEN BOYLE jen@jenboyle.ca	**Phone:**	403-458-3974
List Firm:	CIR REALTY	**Phone:**	403-271-0600
Firm Address:	411 North Railway Street SE, Medicine Hat, T1A 2Z3	**Firm Fax:**	
Appt:	Text Jen 403-458-3974		
Showing Contact:	Jen Boyle 403-458-3974	**List Date:**	10/16/2025
Comm:	1.5% of total sale price	**Expiry Dt:**	01/16/2026
LB Type/Info:	None/	**With Dt:**	
Owner Name:	640 HOLDINGS LTD. **Ownership:** Private		
Occupancy:	Tenant **Exclusion:** No	**SRR:**	No

Member Rmks: Management agreement with Regus is terminated. All occupants will be contracted directly to building owner. Past occupancy at 100% with revenues in excess of $42,000/mo, low expenses and overhead. APOD is calculated with potential revenue and expenses based on previous occupation history prior to management agreement less than 1 year operational.

Printed Date: 10/17/2025 3:38:37 PM

THIS IS EXHIBIT "Q" REFERRED TO IN THE AFFIDAVIT OF CHRISTOPHER CAMERON.

SWORN BEFORE ME THIS 16th DAY OF MARCH, 2026.

A Commissioner for Oaths in and for the Province of Alberta

Jackie Hosking
A Commissioner for Oaths
in and for Alberta

Notice details

Date	OCT 2 2 2025
Contact name	G. Beatty (1225)
Telephone number	(587) 334-2184
Toll free number	1 833-476-1114
Account number	844616391RP0001

National Bank of Canada
Calgary Branch
301 - 6th Ave SW
Calgary AB T2P 4M9

Requirement to pay

The following taxpayer(s) owe(s) **$213,913.40** for the account 844616391RP0001.

Positive Life Concepts Inc.
640 3RD STREET SE
MEDICINE HAT AB T1A 0H5
Certificate Number: 2013063165

CIS: 000000001126228.

This requirement to pay from the Minister of National Revenue requires you to send us any money you would otherwise pay to the taxpayer; but do not send more than $213,913.40, at the rate of 100% of all payments. For requirements to pay, money includes amounts from any assets of the taxpayer that can be converted into cash.

You are required to pay under subsections 224(1), (1.1), and/or (3) of the Income Tax Act or under these same subsections and one or more of the provisions in the Other provisions section of this document.

Money you owe or are paying to the taxpayer

You may owe money to the taxpayer now or you may have to pay the taxpayer later. Either way, you must send this money instead of paying the taxpayer.

1. If you owe money to the taxpayer now, you must send us this amount right away.
2. If you owe money to the taxpayer within the next year, you must send this amount to us as soon as this money becomes due.
3. If you owe money to the taxpayer within or after one year, such as interest, rent, salary or wages, dividends, annuities, or any other periodic payments, you must send this money to us as soon as it becomes due.

Please make your payment payable to the Receiver General.

Your legal obligation

You are required to send this money to us even if you were planning to or have been directed to send money that would otherwise be payable to the taxpayer, to a creditor of the taxpayer, the taxpayer's representative, or to any other person.

Your liability

If you do not pay the money that is required according to the terms of this requirement, you will become liable for the payment of this money.

Notice details

Date OCT 2 2 2025

National Bank of Canada
Calgary Branch
301 - 6th Ave SW
Calgary AB T2P 4M9

Keep records

Keep a copy of this requirement to pay for at least **one year**. Also keep a detailed record of all payments you send us for at least six years from the date of this requirement.

Other provisions

Each of the following provisions state that section 224 of the Income Tax Act applies to the Act in question:

- Subsection 23(2) Canada Pension Plan
- Section 99 Employment Insurance Act
- Section 67 Income Tax Act, 2000 - Newfoundland and Labrador
- Section 61 Income Tax Act - Prince Edward Island
- Section 79 Income Tax Act - Nova Scotia
- Section 33 Income Tax Act - New Brunswick
- Section 27 Income Tax Act - Ontario
- Subsection 36(1) Income Tax Act - Manitoba
- Section 108 Income Tax Act, 2000 - Saskatchewan
- Section 69 Alberta Personal Income Tax Act
- Section 47 Income Tax Act - British Columbia
- Section 32 Income Tax Act - Northwest Territories
- Section 32 Income Tax Act - Nunavut
- Section 40 Income Tax Act - Yukon
- Section 33 of the Petroleum and Gas Revenue Tax Act

For more information regarding requirements to pay, go to **canada.ca/cra-requirement-to-pay**.

Collections Officer

Détails concernant l'avis

Date	22 OCT. 2025
Personne-ressource	G. Beatty (1225)
Numéro de téléphone	(587) 334-2184
Numéro sans frais	1 833-476-1114
Numéro de compte	844616391RP0001

National Bank of Canada
Calgary Branch
301 - 6th Ave SW
Calgary AB T2P 4M9

Demande formelle de paiement

Le contribuable suivant doit **213 913,40 $** pour le compte 844616391RP0001.

Positive Life Concepts Inc.
640 3RD STREET SE
MEDICINE HAT AB T1A 0H5
Certificate Number: 2013063165
Cette demande formelle de paiement du ministre du Revenu national exige que vous nous remettiez les sommes que vous devez verser au contribuable. Toutefois, n'envoyez pas plus que 213 913,40 $, au taux de 100 % de tous les paiements. Ces sommes comprennent les biens du contribuable qui peuvent être convertis en espèces.

Vous êtes tenu de payer conformément aux paragraphes 224(1), (1.1) et/ou (3) de la Loi de l'impôt sur le revenu ou conformément à ces mêmes paragraphes et une disposition ou d'autres dispositions mentionnées dans la section autres dispositions de ce document.

Les sommes que vous versez ou devrez verser au contribuable

Vous devez peut-être des sommes au contribuable maintenant ou vous devrez peut-être payer le contribuable plus tard. D'une façon ou d'une autre, vous devez envoyer ces sommes au lieu de payer le contribuable.

1. Si vous devez une somme au contribuable en ce moment, faites-nous la parvenir immédiatement.
2. Si vous devez verser une somme au contribuable au cours de la prochaine année, faites-nous la parvenir dès qu'elle sera payable.
3. Si vous devez verser une somme au contribuable au cours de la prochaine année ou après, comme des intérêts, un loyer, un salaire ou un traitement, un dividende, une rente ou tout autre paiement périodique, faites-nous la parvenir dès qu'elle sera payable.

Veuillez faire vos paiements au nom du receveur général.

Votre obligation selon la loi

Vous êtes tenu de nous faire parvenir les sommes, même si vous avez prévu ou si on vous a demandé de les envoyer à un créancier, au représentant du contribuable ou à toute autre personne.

Votre responsabilité

À défaut de verser les sommes exigibles conformément aux modalités de cette demande, vous serez responsable de leur paiement.

Détails concernant l'avis

Date 22 OCT. 2025

National Bank of Canada
Calgary Branch
301 - 6th Ave SW
Calgary AB T2P 4M9

Conservation des registres

Veuillez conserver une copie de cette demande formelle de paiement pendant au moins **un an**. Tenez aussi un registre détaillé de chaque paiement que vous nous envoyez pendant au moins six ans suivant la date de cette demande.

Autres dispositions

Notez que chacune des dispositions suivantes prévoit que l'article 224 de la Loi de l'impôt sur le revenu s'applique à la loi en question :

- Paragraphe 23(2) du Régime de pensions du Canada
- Article 99 de la Loi sur l'assurance-emploi
- Article 67 de la Loi de 2000 modifiant l'impôt sur le revenu (Terre-Neuve-et-Labrador)
- Article 61 de la Loi de l'impôt sur le revenu (Île-du-Prince-Édouard)
- Article 79 de la Loi de l'impôt sur le revenu (Nouvelle-Écosse)
- Article 33 de la Loi de l'impôt sur le revenu (Nouveau-Brunswick)
- Article 27 de la Loi de l'impôt sur le revenu (Ontario)
- Paragraphe 36(1) de la Loi de l'impôt sur le revenu (Manitoba)
- Article 108 de la Loi de 2000 modifiant l'impôt sur le revenu (Saskatchewan)
- Article 69 de la Loi de l'impôt sur le revenu (Alberta)
- Article 47 de la Loi de l'impôt sur le revenu (Colombie-Britannique)
- Article 32 de la Loi de l'impôt sur le revenu (Territoires du Nord-Ouest)
- Article 32 de la Loi de l'impôt sur le revenu (Nunavut)
- Article 40 de la Loi de l'impôt sur le revenu (Yukon)
- Article 33 de la Loi de l'impôt sur les revenus pétroliers

Pour en savoir plus sur les demandes formelles de paiement, allez à **canada.ca/arc-demande-formelle-de-paiement**.

Agent de recouvrement

Canada Revenue Agency | Agence du revenu du Canada

Response - requirement to pay

If no money is due or payable to the taxpayer
Please provide us with the details by returning this form to the address shown below or by calling the contact on the requirement to pay.

Account number 844616391RP0001	**Return address** Alberta TSO (Edmonton) 10 - 9700 Jasper Avenue NW Edmonton AB T5J 4C8 ATTN: G. Beatty (1225)
Taxpayer name Positive Life Concepts Inc.	
Third party National Bank of Canada Calgary Branch	**Reference number** 008379250

Reason no money is due or payable:

____

____

____

Name (print)	**Telephone number**	
	Date	**Position**

Note
Returning this form does not relieve you of your obligation to comply with the requirement to pay.

(Ce formulaire est disponible en français.)

RC2500 E (22)X

Canada

Réponse - demande formelle de paiement

Si aucune somme n'est à payer ou ne sera versée au contribuable
Veuillez fournir les détails en retournant ce formulaire à l'adresse mentionnée ci-dessous ou en téléphonant la personne-ressource indiquée sur la demande formelle de paiement.

Numéro de compte 844616391RP0001 **Nom du contribuable** Positive Life Concepts Inc.	**Adresse de retour** BSF de l'Alberta (Edmonton) 10 - 9700 Jasper Avenue NW Edmonton AB T5J 4C8 ATTN: G. Beatty (1225)
Tiers National Bank of Canada Calgary Branch	**Numéro de référence** 008379250

Raison pour laquelle aucune somme n'est à payer ou ne sera versée :

____

____

____

Nom (en lettres moulées)	**Numéro de téléphone**	
	Date	**Poste**

Remarque
Le fait de retourner ce formulaire ne vous libère pas de votre obligation de vous conformer à cette demande formelle de paiement.

(This form is available in English.)

The payment of this remittance CANNOT be made at a financial institution and must be forwarded to a Canada Revenue Agency office.
Vous NE POUVEZ PAS effectuer votre versement à un établissement financier. Veuillez retourner votre versement à un bureau de l'Agence du revenu du Canada.
06300800040003008446163917RP00010000000000021391340063008
Tax Debtor - Débiteur fiscal
Positive Life Concepts Inc.
Amount paid - Montant du paiement
National Bank of Canada
Calgary Branch
301 - 6th Ave SW
Calgary
AB T2P 4M9
Contact G. Beatty (1225) | Tel. - Tél. (587) 334-2184 | Ext. - Poste
Reference number - Numéro de référence
Third Party Remittance Voucher
Pièce de versement pour le tiers
Remitting Third Party - Tiers payeur
Account number - Numéro de compte
844616391RP0001
Canada Revenue Agency | Agence du revenu du Canada
M 9893 04 3 RC103 (17)X

RC103 (17)X

Canada Revenue Agency | Agence du revenu du Canada

National Bank of Canada
Calgary Branch

301 - 6th Ave SW

Calgary
AB T2P 4M9

Positive Life Concepts Inc.

640 3RD STREET SE

MEDICINE HAT AB T1A 0H5

Prairies Regional Collections/Compliance Centre		
Contact G. Beatty (1225)	Tel. - Tél. (587) 334-2184	Ext. - Poste

Account number - Numéro de compte	Date	Amount paid - Montant du paiement
844616391RP0001		.
Reference number - Numéro de référence	**Date**	**Amount paid - Montant du paiement**
		.

Canada Revenue Agency | Agence du revenu du Canada

M | 9893 | 04 | 3 | RC103 (17)X

Third Party Remittance Voucher
Pièce de versement pour le tiers
Remitting Third Party - Tiers payeur

Account number - Numéro de compte
844616391RP0001

Reference number - Numéro de référence

Contact	Tel. - Tél.	Ext. - Poste
G. Beatty (1225)	(587) 334-2184	

National Bank of Canada
Calgary Branch

301 - 6th Ave SW

Calgary
AB T2P 4M9

Tax Debtor - Débiteur fiscal
Positive Life Concepts Inc.

Amount paid - Montant du paiement
.

06300800040003008446163917RP00010000000000021391340063008 7

The payment of this remittance CANNOT be made at a financial institution and must be forwarded to a Canada Revenue Agency office.

Vous NE POUVEZ PAS effectuer votre versement à un établissement financier. Veuillez retourner votre versement à un bureau de l'Agence du revenu du Canada.

Canada Revenue
Agency
PO BOX 3800 STN A
SUDBURY ON P3A 0C3

Agence du revenu
du Canada
CP 3800 SUCC A
SUDBURY ON P3A 0C3

We will charge a fee for any dishonoured payment.
DO NOT staple, paper clip, tape or fold voucher or your cheque.
DO NOT mail cash.

Vous devrez payer des frais si votre paiement est refusé.
NE PAS agrafer, utiliser de trombone ou de ruban adhésif, plier le formulaire ou le chèque.
NE PAS envoyer de l'argent comptant.

To make your payment directly to the CRA, return the bottom portion with your cheque or money order made payable to the Receiver General to the address shown below. To help us credit your payment, write the tax debtor's account number on the back of your cheque or money order.

Pour effectuer votre paiement directement à l'ARC, retournez la partie inférieure avec votre chèque ou mandat payable au Receveur général à l'adresse indiquée ci-dessous. Pour nous aider à créditer votre paiement, inscrivez le numéro de compte du débiteur fiscal à l'endos de votre chèque ou mandat.

We will charge a fee for any dishonoured payment.

DO NOT staple, paper clip, tape or fold voucher or your cheque.

DO NOT mail cash.

Vous devrez payer des frais si votre paiement est refusé.

NE PAS agrafer, utiliser de trombone ou de ruban adhésif, plier le formulaire ou le chèque.

NE PAS envoyer de l'argent comptant.

Canada Revenue
Agency
PO BOX 3800 STN A
SUDBURY ON P3A 0C3

Agence du revenu
du Canada
CP 3800 SUCC A
SUDBURY ON P3A 0C3

THIS IS EXHIBIT "R" REFERRED TO IN THE AFFIDAVIT OF CHRISTOPHER CAMERON.

SWORN BEFORE ME THIS 16th DAY OF MARCH, 2026.

A Commissioner for Oaths in and for the Province of Alberta

Jackie Hosking
A Commissioner for Oaths
in and for Alberta

From: Kenneth C. Reeder
To: Jessica MacKinnon
Subject: Re: [EXT] FW: 640 3 Street SE, Medicine Hat, Alberta T1A0H5 is live on REALTOR.ca.
Date: Friday, November 28, 2025 4:27:23 PM
Attachments: image001.png
image002.png
image005.png

Hello. It appears my client has exhausted all other options and has no choice but to go along with the proposed forbearance agreement. When will the fee be payable?

Regards

Kenneth C. Reeder

kreeder@mwllp.ca

T: 403.527.3343

F: 403.526.0473

maclean wiedemann lawyers LLP

422 6th Street S E

Medicine Hat, AB T1A 1H5

Brooks Office:

103 2nd Ave W

Brooks, AB T1R 1B2

T: 403.793.2227

F. 403.793.2237

From: Jessica MacKinnon <JMacKinnon@bdplaw.com>
Sent: Friday, November 28, 2025 3:29 PM
To: Kenneth C. Reeder <kreeder@mwllp.ca>

Subject: RE: [EXT] FW: 640 3 Street SE, Medicine Hat, Alberta T1A0H5 is live on REALTOR.ca.

Hi Kenneth,

Following up again. Please provide an update.

Best,

Jessica MacKinnon (she/her)
Associate
P: 403.260.0112
C: 403.969.8484
2400, 525 - 8th Avenue SW, Calgary, AB T2P 1G1
bdplaw.com

BD&P

From: Kenneth C. Reeder <kreeder@mwllp.ca>
Sent: Wednesday, November 26, 2025 6:54 PM
To: Jessica MacKinnon <JMacKinnon@bdplaw.com>
Subject: RE: [EXT] FW: 640 3 Street SE, Medicine Hat, Alberta T1A0H5 is live on REALTOR.ca.

Hi. My client has been communicating with his consultant and accountants multiple times daily and I hope to have a decision to you very soon

Regards

Kenneth C. Reeder
kreeder@mwllp.ca
T: 403.527.3343
F: 403.526.0473

maclean wiedemann lawyers LLP
422 6th Street S E
Medicine Hat, AB T1A 1H5

Brooks Office:
103 2nd Ave W
Brooks, AB   T1R 1B2
T: 403.793.2227
F. 403.793.2237

From: Jessica MacKinnon <JMacKinnon@bdplaw.com>
Sent: Tuesday, November 25, 2025 1:38 PM
To: Kenneth C. Reeder <kreeder@mwllp.ca>
Subject: RE: [EXT] FW: 640 3 Street SE, Medicine Hat, Alberta T1A0H5 is live on REALTOR.ca.

Hi Kenneth,

Looking for an update on the below. As previously mentioned, the bank requires that a forbearance agreement be signed by the end of the month, so I need to know if I should be drafting ASAP. Please provide an update as soon as possible. If I do not hear from you by the end of the week, I expect to receive instructions to commence enforcement.

Best,

Jessica MacKinnon (she/her)
Associate
P: 403.260.0112
C: 403.969.8484
2400, 525 - 8th Avenue SW, Calgary, AB T2P 1G1
bdplaw.com

BD&P

From: Kenneth C. Reeder <kreeder@mwllp.ca>
Sent: Sunday, November 23, 2025 8:43 PM
To: Jessica MacKinnon <JMacKinnon@bdplaw.com>
Subject: RE: [EXT] FW: 640 3 Street SE, Medicine Hat, Alberta T1A0H5 is live on REALTOR.ca.

Hi. I did connect with my clients last week. I tried to follow up with them on Friday but they were apparently in Calgary meeting with some consultants with respect to this matter. I will likely be able to get in contact with them tomorrow

Regards

Kenneth C. Reeder
kreeder@mwllp.ca
T: 403.527.3343
F: 403.526.0473

maclean wiedemann lawyers LLP
422 6th Street S E
Medicine Hat, AB T1A 1H5

Brooks Office:
103 2nd Ave W
Brooks, AB T1R 1B2
T: 403.793.2227
F. 403.793.2237

From: Jessica MacKinnon <JMacKinnon@bdplaw.com>
Sent: Friday, November 21, 2025 9:22 AM
To: Kenneth C. Reeder <kreeder@mwllp.ca>
Subject: RE: [EXT] FW: 640 3 Street SE, Medicine Hat, Alberta T1A0H5 is live on REALTOR.ca.

Hi Kenneth,

I wanted to follow up on the below given the deadline is today. Please confirm whether you've spoken with your client with respect to the below.

Best,

Jessica MacKinnon (she/her)
Associate
P: 403.260.0112
C: 403.969.8484
2400, 525 - 8th Avenue SW, Calgary, AB T2P 1G1
bdplaw.com

BD&P

From: Jessica MacKinnon
Sent: Tuesday, November 18, 2025 10:48 AM

To: Kenneth C. Reeder <kreeder@mwllp.ca>
Subject: RE: [EXT] FW: 640 3 Street SE, Medicine Hat, Alberta T1A0H5 is live on REALTOR.ca.
Importance: High

Hi Kenneth,

The bank has become extremely concerned with the delay in the sale and payout, please provide an update on the sale as soon as possible. It appears your client is not prioritizing the sale of the property and repayment of the Indebtedness. I would like to remind you that demands were first issued in July, so this has been dragging for quite some time, and the bank is presently entitled to enforce its security.

CWB has also received the attached demand in respect of CRA arrears, which is quite concerning for the bank. As a result, the bank requires that all CRA arrears are paid before, or concurrently with the repayment of the Indebtedness, due to deemed trust concerns.

As a result of the foregoing, they have also asked that I prepare a formal forbearance agreement to set some set milestones and expectations for the repayment of the indebtedness. CWB is prepared to enter into a forbearance agreement on the following terms:

- CWB will forbear from enforcing its security until February 27, 2026 (the "**Forbearance Period**");
- $20,000 forbearance fee, which would be lowered to $10,000 if the Indebtedness & CRA arrears are paid prior to the expiry of the Forbearance Period;
- CRA arrears must be paid at least concurrently with the Indebtedness;
- If the property does not sell by January 1, the sale price should be lowered to encourage a prompt sale.
- Includes consent judgment against both the borrowers and the guarantors, releasable in the event that there is a default under the Forbearance Agreement or the Indebtedness is not repaid by the expiry of the Forbearance Period;
- Other standard forbearance covenants and agreements.
- Forbearance Agreement is to be executed by the end of November.

Please confirm that your client is amenable to the foregoing terms by no later than end of day November 21, so I can commence preparation of the forbearance agreement, failing which I expect to receive instructions to commence enforcement.

Kind regards,

Jessica MacKinnon (she/her)
Associate
P: 403.260.0112
C: 403.969.8484

2400, 525 - 8th Avenue SW, Calgary, AB T2P 1G1
bdplaw.com

From: Kenneth C. Reeder <kreeder@mwllp.ca>
Sent: Tuesday, October 21, 2025 3:31 PM
To: Jessica MacKinnon <jmackinnon@bdplaw.com>
Subject: [EXT] FW: 640 3 Street SE, Medicine Hat, Alberta T1A0H5 is live on REALTOR.ca.

Hello. My client forwarded me this listing information

Regards

Kenneth C. Reeder
kreeder@mwllp.ca
T: 403.527.3343
F: 403.526.0473

maclean wiedemann lawyers LLP
422 6th Street S E
Medicine Hat, AB T1A 1H5

Brooks Office:
103 2nd Ave W
Brooks, AB T1R 1B2
T: 403.793.2227
F. 403.793.2237

From: Luc Beriault <luc@positivelifeconcepts.com>
Sent: Friday, October 17, 2025 4:11 PM
To: Kenneth C. Reeder <kreeder@mwllp.ca>
Subject: FW: 640 3 Street SE, Medicine Hat, Alberta T1A0H5 is live on REALTOR.ca.

Yours Ken. Listing.

Warm Regards,

Luc Beriault

Agency Principal

C.D. MBA. GDM. Franchisor.Entrepreneur & Certified Executive Growth Consultant. Published Author on Recruitment.

https://www.linkedin.com/in/luc-beriault/

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THIS IS EXHIBIT "S" REFERRED TO IN THE AFFIDAVIT OF CHRISTOPHER CAMERON.

SWORN BEFORE ME THIS 16th DAY OF MARCH, 2026.

A Commissioner for Oaths in and for the Province of Alberta

Jackie Hosking
A Commissioner for Oaths
in and for Alberta

FORBEARANCE AGREEMENT

THIS FORBEARANCE AGREEMENT is made effective as of the ___ day of December, 2025.

AMONG:

NATIONAL BANK OF CANADA, formerly CANADIAN WESTERN BANK

(the "**Lender**")

- and -

640 HOLDINGS LTD. AND POSITIVE LIFE CONCEPTS INC.

("**640 Holdings**" and **"PLC**", respectively, and together, "**the Borrowers**", and each, a "**Borrower**")

- and -

LUC BÉRIAULT and **JEAN BÉRIAULT**

(each a "**Guarantor**" and collectively, the "**Guarantors**")

(the foregoing being the "**Parties**" and each a "**Party**", and the Parties, excepting the Lender, collectively being the "**Loan Parties**" and each a "**Loan Party**")

WHEREAS:

A. The Lender extended credit facilities and related services (collectively, the "**Loans**") to the Borrower pursuant to:

   a. A commitment letter dated August 31, 2021, between 640 Holdings as borrower, CWB as lender, Luc Bériault and Jean Bériault as guarantors, (the "**640 Holdings Agreement"**); and

   b. A commitment letter dated November 12, 2019, between PLC as borrower, CWB as lender, Luc Bériault and Jean Bériault as guarantors, (the "**PLC Loan Agreement**"), and collectively, the ("**Loan Agreements**").

B. As security for the Loans and for all other present and future indebtedness, fees, expenses and other liabilities direct or indirect, absolute or contingent, due by the Borrower to the Lender (the "**Obligations**"), the Borrower granted certain security in favour of the Lender, as more particularly described in **Schedule "A"** (the "**Borrower Security**").

C. The Loans are in default pursuant to the terms of the Loan Agreement and the Borrower Security.

D. As further security for the Obligations, the Guarantors have granted guarantees in favour of the Lender as more particularly described in **Schedule "B"** (the "**Guarantees**").

E. As security for the obligations owed by each Guarantor to the Lender, including the Obligations, each Guarantor has granted security in favour of the Lender as more particularly set out in **Schedule "C"** (the "**Guarantor Security**", together with the Borrower Security, the "**Security**").

F. On or about July 7, 2025, the Lender issued a notice of default and demand for payment to each of the Borrowers (the "**Borrower Demands**"). Concurrently, the Lender delivered to the Borrowers a notice of its intention to enforce the Borrower Security pursuant to section 244 of the *Bankruptcy and Insolvency Act* (Canada) (a "**244 Notice**").

G. On or about July 7, 2025, the Lender issued demands for payment and 244 Notices to the Guarantors (the "**Guarantor Demands**" and together with the Borrower Demands, the "**Demands**").

H. As of October 22, 2025, PLC is indebted to the Canada Revenue Agency ("**CRA**") in the aggregate amount of $213,913.40 plus interest and penalties (the "**CRA Indebtedness**").

I. The Lender is prepared to forbear from exercising its rights and remedies and to forbear from enforcing the Security, subject to the terms of this Agreement.

J. The Loan Parties have agreed to observe all of the provisions of this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Lender from each Loan Party and by each Loan Party from the Lender, the Parties agree as follows:

ARTICLE 1
NO AMENDMENT

1.1 Save as expressly provided in this Agreement, nothing in this Agreement is intended to alter, amend, modify or limit the existence or the effectiveness of any agreement between the Parties, including, without limitation, the Loan Agreement, the Security, the Guarantees, or any agreement evidencing the Loans or detailing their terms (collectively, the "**Loan Documents**"). In the event of any conflict between provisions of this Agreement and any provisions of the Security, the provisions of this Agreement shall prevail.

1.2 All provisions of the Loan Documents shall continue in full force and effect, save and except as amended by this Agreement and to the extent that any provisions thereof are inconsistent with this Agreement, this Agreement shall prevail.

ARTICLE 2
ACKNOWLEDGMENTS

2.1 Each Loan Party acknowledges and agrees in favour of the Lender that:

(a) the facts as set out in the recitals and schedules to this Agreement are true and accurate in all respects;

(b) the Loan Agreement has been duly and properly executed and is valid, binding, and enforceable in accordance with its terms;

(c) the Guarantees have been duly and properly executed and are valid, binding and enforceable in accordance with their terms;

(d) the Security is valid, binding and enforceable in accordance with its terms, and secures repayment and performance of all obligations of the Loan Parties (as applicable) to the Lender, including without limitation the Obligations and the Indebtedness;

(e) without limitation, as at the opening of business on **[NTD: date of Indebtedness calculation]**, the aggregate amount of the borrowings by the Borrower under the Loans, was CAD$• **[including all accrued interest and pre-payment penalties, and excluding accruing interest and legal costs on a solicitor and own client full indemnity basis]** (the "**Indebtedness**"), and such amounts, together with the balance of the Obligations, remain outstanding to the Lender, as more particularly described in **Schedule "D"**;

(f) without limitation, except as provided in this Agreement, the Lender is in a position to enforce the Security and pursue all remedies with respect to the Obligations as it may deem appropriate; and

(g) without limitation, except as provided in this Agreement, the Lender (either by itself or through its employees or agents) has made no promises, nor has it taken any action or omitted to take any action, that would constitute a waiver of its rights to enforce the Security and pursue its remedies in respect of the Obligations or that would stop it from so doing.

2.2 Each Loan Party acknowledges that the Security has not been discharged, varied, waived or altered (except to the extent set out herein) and that the Security is binding upon each of them and is enforceable in accordance with the terms thereof.

2.3 No Loan Party disputes in any way such Loan Party's liability to repay the Obligations, including the Loans, on any basis, and acknowledge and agree that they have no claims for set-off, counterclaim or damages on any basis whatsoever against the Lender or any of its directors, officers, employees, representatives and agents.

2.4 Each Loan Party acknowledges receipt of the Demands and the 244 Notices.

ARTICLE 3
DEFAULTS

3.1 The Borrower has committed certain defaults under the Loan Agreement, including but not limited to:

(a) the failure to remit and provide evidence that all sums owing to tax and governmental authorities are up to date;

(b) the failure to make scheduled payments to the Lender in accordance with the Loan Agreement;

(c) the ability of the Borrower to repay the Indebtedness is, or is about to be, impaired; and

(d) the Lender is of the opinion that there has been a material adverse change in the financial condition of the Borrower.

ARTICLE 4
REPAYMENT OF OBLIGATIONS & CONTINUED AVAILABILITY OF LOANS

4.1 Subject to the terms of this Agreement, the Lender will continue to make the Loans available to the Borrower until 5:00pm Calgary time on February 27, 2026 (the "**Forbearance Period**"), which Forbearance Period may be extended on the written agreement of the Lender (acting in its sole discretion), and each Loan Party, on the following basis:

(a) each Loan Party shall comply with each and every covenant set out in:

(i) this Agreement;

(ii) the Loan Agreement;

(iii) the Guarantees; and

(iv) the Security; and

(b) the Borrower shall pay to the Lender the Forbearance Fee as further outlined in paragraph 5.2 of this Agreement.

4.2 Each of the Guarantors hereby undertakes and guarantees that any payments required to bring the outstanding amount under the Loans in compliance with paragraph 4.1 herein shall be made.

ARTICLE 5
FORBEARANCE

5.1 The forbearance of the Lender's rights pursuant to this Agreement shall remain in full force and effect until the occurrence of the earlier of any of the following events:

(a) an Event of Default, including the non-performance of any obligation of any Loan Party under any agreement with the Lender including, but not limited to, the Loan Agreement, the Security and this Agreement; or

(b) the expiry of the Forbearance Period.

5.2 In consideration of the Lender entering into this Agreement the Borrower covenants and agrees to pay to the Lender a non-refundable forbearance fee of $20,000.00 (the "**Forbearance Fee**"), provided that, if the Indebtedness and CRA Indebtedness are repaid in full prior to the expiry of the Forbearance Period, the Forbearance Fee shall be reduced to $10,000.00. The Forbearance Fee shall be:

(a) payable upon the occurrence of the earliest of:

(i) the expiry of the Forbearance Period;

(ii) the closing of a sale of the Lands; or

(iii) a Refinancing;

(b) earned in full upon execution of this Agreement;

(c) secured by the Security; and

(d) considered part of the Indebtedness for all purposes.

ARTICLE 6
COVENANTS AND AGREEMENTS

6.1 Each Loan Party covenants and agrees with the Lender:

(a) to comply with all reporting covenants under the Loan Agreements;

(b) to make monthly principal payments towards the Loans such that all payments under the Loan Agreements are kept current;

(c) to report to the Lender on the 1st day of each month during the Forbearance Period, or more frequent basis in the discretion of the Lender, with respect to all efforts (and the results of all efforts) in relation to attempts by or on behalf of the Borrower to solicit interest from persons to:

(i) acquire all or any of the shares of the Borrower;

(ii) acquire all or any portion of the business or assets of the Borrower;

(iii) provide financing to repay the Indebtedness and/or the Loans in full with another financial institution or third party (a "**Refinancing**"); or

(iv) inject capital by way of equity, loan or otherwise in favour of the Borrower,

and to share all offers, agreements, letters of intent or term sheets furnished to the Borrower in connection therewith to the Lender;

(d) that, from and after the date of this Agreement, the Borrower shall remit, at least concurrently with payments toward the Indebtedness, in accordance with legal requirements:

(i) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any province which are required to be deducted from employees' wages, including, without limitation, amounts in respect of employment insurance, Canada Pension Plan and income taxes;

(ii) amounts payable by the Borrower in respect of Workers' Compensation, employment insurance, Canada Pension Plan, and income taxes with respect to employees;

(iii) all goods and services or sales taxes payable by the Borrower; and

(iv) all taxes owing to any municipality (as that term is defined in the *Municipal Government Act* (Alberta)) with respect to any real property subject to the Security;

(e) to the extent that remittances and payments described in the preceding subparagraph are not current and in good standing, as of the date hereof, the Borrower has made arrangements to bring such remittances and payments into good standing;

(f) to provide, at the request of the Lender, a certificate, in form and substance acceptable to the Lender, certifying that the remittance and payments described in paragraph 6.1(d) hereof are in good standing as of the date designated in the Lender's request; and

(g) by no later than the expiry of the Forbearance Period to reduce the Indebtedness to CAD$0.00, including all legal fees payable by the Lender pursuant to paragraph 13.7.

6.2 Each Loan Party shall carry on its business on a day to day basis in the ordinary course and, in this regard, but without limiting the generality of the foregoing, shall (except with prior written consent of the Lender):

(a) maintain all of its banking arrangements with the Lender, including without limitation, effective immediately, depositing all receipts (including but not limited to rental or lease payments with respect to the Lands) to, and drawing all disbursements from, the accounts they maintain with the Lender;

(b) not make any payments or other divestitures in favour of the Guarantors, any shareholder, director, or related party, other than reasonable wages and remuneration currently being paid by each Loan Party;

(c) refrain from destroying any of its property, including the Lands;

(d) not incur any short or long term debt, other than in favour of trade creditors in the ordinary course of business, unless such credit is expressly authorized and consented to by the Lender and postponed and subordinated to all of the Borrower's obligations in favour of the Lender; and

(e) not sell, encumber or otherwise dispose of any of its assets except:

(i) in the ordinary course of business; or

(ii) with the consent of the Lender. For all asset sales agreed to by the Lender, each Loan Party agrees to execute reasonable directions to pay whereby the purchaser of those assets agrees to pay all of the net sale proceeds to the Lender directly in reduction of the amounts owed to the Lender, and a refusal by any Loan Party to execute such direction to pay shall be grounds for the Lender to withhold consent to any asset sale or disposition.

6.3 The Loan Parties covenant and agree to deliver to the Lender:

(a) concurrent with the execution of this Agreement:

(i) a Consent Redemption Order in the form attached as **Schedule "E"** (the "**Redemption Order**") to be held in trust by counsel to the Lender, Burnet, Duckworth & Palmer LLP ("**BD&P**"), pursuant to the terms of this Agreement;

(ii) a Consent Receivership Order in the form attached as **Schedule "F"** to be held in trust by BD&P pursuant to the terms of this Agreement (the "**Receivership Order**");

(iii) Consent Judgments in the form attached as **Schedule "G"** to be held in trust by BD&P pursuant to the terms of this Agreement (the "**Consent Judgments**" and together with the Redemption Order and the Receivership Order, the "**Consent Orders**");

(b) by no later than January 2, 2026

(i) certificate(s) in accordance with paragraph 6.1(f); and

(ii) evidence that the Lands are comprehensively insured in accordance with paragraph 6.5 hereof, in a form and content satisfactory to the Lender in its sole discretion; and

(c) payment of the Forbearance Fee as in accordance with paragraph 5.2.

6.4 Each Loan Party acknowledges and agrees that:

(a) the Consent Orders shall be held in trust by BD&P in trust on behalf of the Lender, releasable upon an Event of Default, expiry of the Forbearance Period or termination of this Agreement, at which time:

(i) each Loan Party hereby authorizes the Lender or the Lender's agent to fill in all blanks appearing in the Consent Orders as the Lender deems fit, in its sole discretion make such non-material revisions as the Lender may, acting reasonably, seek and as may be approved by the Court, including to add or remove such parties from the style of cause as may be necessary to properly bring an action before the Court; and

(ii) the Lender, or the Lender's agent, in its sole discretion, shall, without notice to the Loan Parties in writing, be at liberty to bring an application before the

Court in accordance with paragraph 10.2 hereof (an "**Application**"), and may enter the Consent Orders as soon as convenient thereafter, and each Loan Party expressly waives the right to: (a) receive any further notice of any Application; and (b) contest any Application or withdraw their consent thereto; and

(iii) the Lender's unfettered and irrevocable right to exercise the relief as set forth in this paragraph 6.4 is a fundamental and essential term of this Agreement and, but for this Agreement, the Lender would have brought proceedings to enforce the remedies contemplated in this paragraph 6.4 immediately.

6.5 With respect to the Lands, each Loan Party hereby acknowledges, represents and agrees that:

(a) the Lands are currently, and will continue to be, comprehensively insured during the Forbearance Period at current amounts;

(b) that the Lender is listed as the first-loss payee under any and all valid insurance policies held in respect of the Lands; and

(c) it shall take all necessary steps at its cost to preserve and maintain the Lands, and shall be responsible for all fees, costs and expenses in relation to the Lands during the Forbearance Period, including but not limited to all amounts in relation to insurance, utilities, property taxes, maintenance and preservation.

6.6 Each Party acknowledges and agrees that:

(a) the Borrower shall list the Lands with an accredited realtor (the "**Realtor**") satisfactory to the Lender acting reasonably, and upon terms and conditions satisfactory to the Lender acting reasonably, including but not limited to:

(i) the Realtor shall be authorized to communicate directly with the Lender in respect of its engagement and the listing of the Lands; and

(ii) all confidentiality as between the Borrower and the Realtor is waived in favour of the Lender;

(b) the Borrower shall provide to a copy of any listing agreement to the Lender, pre-approved in accordance with paragraph 6.6(a);

(c) the Borrower shall not amend any listing agreement in respect of the Lands without the prior written consent of the Lender acting reasonably;

(d) any deposits received by the Borrower with respect to the Lands shall be held by the Realtor unless such deposit surpasses the Realtor's allowable security, then such deposit shall be held in the trust account of the Borrower's counsel;

(e) within 24 hours of receipt by the Borrower, the Borrower shall provide any and all offers to purchase the Lands received during the Forbearance Period to the Lender;

(f) the Borrower shall not accept any offer to the purchase the Lands without the Lender's prior written approval, acting reasonably; and

(g) in the event that an offer to purchase the Lands is not approved by the Lender and accepted by the Borrower by January 1, 2026, then the listing price for the Lands shall be reduced to a price recommended by the Realtor, and consented to by the Lender, by no later than January 15, 2026 to encourage a prompt sale.

6.7 Each Loan Party covenants and agrees:

(a) to comply with the terms of the Loan Documents;

(b) to provide the Lender with immediate notice of any defaults of which any Loan Party is aware under the Loan Documents;

(c) that no mediation, bankruptcy, insolvency, debt restructuring, reorganization, readjustment of debt, dissolution, liquidation or other similar proceedings (including, without limitation, proceedings under the *Bankruptcy and Insolvency Act* (Canada), the *Winding-up and Restructuring Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada), the *Bankruptcy Code* or other similar federal, provincial or foreign legislation) including, without limitation, the filing of a proposal or plan of arrangement or a notice of intention to file same, or proceedings for the appointment of a trustee, trustee in bankruptcy, interim receiver, receiver, receiver and manager, custodian, guardian, liquidator, provisional liquidator, administrator, sequestrator or other like official with respect to any Loan Party, or all or any substantial part of the assets of any of them, or any similar relief (each an "**Insolvency Proceeding**") shall be commenced by any Loan Party without the consent of the Lender; and

(d) that, without the consent of the Lender, no application seeking or extending any stay of proceedings shall occur, which would, in the assessment of the Lender, to be determined in its absolute discretion acting reasonably, impact the Lender's rights and remedies against any Loan Party.

ARTICLE 7
DISCRETION OF LENDER

7.1 The Lender is not acting in a fiduciary capacity with respect to any Loan Party. Any exercise of any discretion by or on behalf of the Lender shall be final and binding upon each Loan Party and may be exercised by the Lender in its best interests, without regard to the interests of the Loan Parties.

ARTICLE 8
TOLLING

8.1 Each Loan Party agrees that:

(a) the Lender's rights shall not be affected in any way by the passage of any applicable limitation periods during the period beginning on the date of this Agreement and ending on the occurrence of an Event of Default, expiry of the Forbearance Period or termination of this Agreement (the "**Standstill Period**"), including, without limiting the generality of the foregoing, the limitation periods provided by the *Limitations Act* (Alberta) and the limitation periods and periods governing delay provided under the *Alberta Rules of Court* (collectively, the "**Limitation Period**");

(b) for greater certainty, and in addition, in defence to any subsequent proceedings brought by the Lender against any Loan Party, such Loan Party shall not rely in any way, to the detriment of the Lender, on the passage of time during the Standstill Period, and the time that passes during the Standstill Period shall be deemed not to have passed in respect of the computation of any Limitation Period; and

(c) the Parties agree that this Agreement is an agreement within the meaning of sections 7 and 9 of the *Limitations Act* (Alberta).

ARTICLE 9
REPORTING, ACCESS TO INFORMATION, RETENTION OF CONSULTANTS

9.1 Each Loan Party covenants and agrees to provide to the Lender any and all information concerning its business, trade, operations, finances and any matters relating thereto or in any way connected therewith (other than what may be subject to rules of privilege), as the Lender may request.

9.2 The Loan Parties agree to allow the Lender and its agents access to any of its premises or real property for the purpose of observing, verifying, cataloguing or otherwise recording the nature, extent, location, ownership and any other relevant aspect of their property and operations, and the collateral subject to the Security, forthwith upon request by the Lender for such access by the Lender or its agents.

9.3 The Loan Parties agree and acknowledge that the Lender is at liberty to engage such professional advisors, or other individuals or entities as the Lender's agents as the Lender may determine necessary or desirable, in its sole discretion.

9.4 The Loan Parties acknowledge and agree that they will be liable for the payment of the reasonable fees, disbursements and costs of any agents engaged by the Lender incurred at their standard rates and charges.

9.5 Notwithstanding the foregoing, the Loan Parties agree that the Lender may pay the reasonable fees, disbursements, and costs of the Lender's agents incurred at their standard rates and charges, and thereafter debit the Borrower's accounts with the Lender, thereby increasing the Indebtedness owing by the Lender by the amount of such fees, disbursements and costs, and all such amounts will be added to the aggregate Indebtedness owing by the Borrower to the Lender, and will be subject to the Security and the Loan Agreement. The fees incurred by the Lender in accordance with this paragraph may be, at the Lender's discretion, added to an existing Facility, both before and after the execution of this Agreement.

ARTICLE 10
EVENTS OF DEFAULT

10.1 Each of the following shall constitute an event of default (an "**Event of Default**") under the terms of this Agreement:

(a) if any Loan Party further defaults under the Loan Agreement or under the Security;

(b) if any Loan Party fails to perform or comply with any of its covenants or obligations contained in this Agreement or in any other agreement or undertaking made between such Loan Party and the Lender;

(c) if the Borrower fails to repay to the Lender any amount owing under this Agreement on the applicable due date;

(d) if any Loan Party fails to provide any reports, certificates, information or materials required to be supplied pursuant to the Security or this Agreement within a reasonable period of time;

(e) if any representation or warranty provided to the Lender by any Loan Party in the Loan Documents or this Agreement was incorrect when made or becomes incorrect;

(f) if any creditor or other person exercises or purports to exercise any rights as against any Loan Party, or any of their respective assets, including, without limitation, by way of or in contemplation of enforcement of security, or a distress or execution or, which would, in the assessment of the Lender to be determined in its absolute discretion, acting reasonably, have an adverse impact on any Loan Party, or the Security, or any priority position of the Lender or the prospect of repayment of the Loans, or payment pursuant to the Guarantees;

(g) if proceedings are taken to enforce any encumbrance on the assets of any Loan Party, unless such proceedings are contested in good faith by such Loan Party, and security satisfactory to the Lender has been provided to the Lender;

(h) if the Security ceases to constitute a valid and perfected security interest against the assets secured thereby, ranking first in priority against those assets (or such other ranking which is expressly agreed to in writing by the Lender), or for any other reason the Lender reasonably considers that the Security, or any part thereof, is at risk;

(i) if any Loan Party takes any steps to challenge the validity or enforceability of the Security or this Agreement or any parts thereof;

(j) if any legal proceeding seeking the dissolution or division or wind up of any Loan Party, save for any legal proceeding to which the Lender consents in writing, is commenced;

(k) if any Loan Party commences, or in proceedings seeks substantive relief with respect to any Loan Party, without the consent of the Lender, in any Insolvency Proceeding, or all or any substantial part of the assets of any of them, or any similar relief;

(l) if a bankruptcy application or any Insolvency Proceeding or case is filed, instituted, or commenced with respect any Loan Party (or by any person other than the Lender), or any similar relief;

(m) if any Loan Party applies, absent the consent of the Lender, to extend any stay of proceedings;

(n) if, in the Lender's opinion acting reasonably, a material adverse change, financial or otherwise, in the status or financial position of the Borrower as at the date of this Agreement occurs on or after the date hereof in the business, affairs or condition of the Borrower, arising for any reason whatsoever, as determined by the Lender in its sole and unfettered discretion;

(o) if any Loan Party defaults in any obligation to any person (other than the Lender) which involves or may involve a sum exceeding $20,000, and the default has not been cured within 7 days of the date such Loan Party first knew or should have known of such default; or

(p) if final judgment or judgments are entered against any Loan Party for the payment of any amount of money exceeding $20,000, and the judgment or judgments are not discharged within 15 days after entry.

10.2 If an Event of Default occurs, and notwithstanding any other provision hereof, each Loan Party acknowledges and agrees that the Lender may immediately proceed to enforce any or all of its rights and remedies, including without limitation the Security, and each Loan

Party acknowledges and agrees that the Lender may take whatever steps it deems necessary or advisable to enforce the Security including, without limitation, the filing of the Consent Orders granted pursuant to the terms of this Agreement as permitted by law.

ARTICLE 11
RELEASE

11.1 Each Loan Party hereby:

(a) releases and forever discharges the Lender and its affiliates, and its directors, officers, servants, agents, consultants, shareholders, assigns, insurers, predecessors and successors (collectively, the "**Releasees**"), of and from any and all manner of actions, causes of actions, suits, contracts, claims, demands, damages, costs and expenses of any nature or kind whatsoever, whether known or unknown, suspected or unsuspected whether at law or in equity, which any one or more of the Loan Parties ever had or now has or hereafter can, shall or may have or by reason of any cause, matter or thing whatsoever existing up to the present time and relating, whether directly or indirectly, to the Indebtedness or the Security or any errors or omissions of any of the Releasees with regard thereto;

(b) waives against each of the Releasees, any defence which they may have existing up to the present time to any present or future legal action or other enforcement brought by the Lender to collect the Indebtedness or enforce or realize upon the Security, whether said defence arises (and expressed through counterclaim, defence, or otherwise), by reason of any cause, matter, error, omission, neglect or thing caused or done, whether direct or indirect, by any of the Releasees existing as at the date of this Agreement and relating to or arising, whether directly or indirectly, from the Indebtedness or the Security; and

(c) acknowledges that the Lender has not waived any of its rights in respect of the Events of Defaults, as defined in the Loan Agreement, and expressly reserve its rights to rely on the Events of Defaults upon the occurrence of an Event of Default.

ARTICLE 12
NOTICE

12.1 Without prejudice to any other method of giving notice, any notice required or permitted to be given to a party pursuant to this Agreement or in connection with the exercise of any of the Lender's rights under this Agreement, the Loan Agreement or the Security, including, but not limited to, the service of any court documents, including commencement documents pursuant to Part 11 of the *Alberta Rules of Court*, shall be conclusively deemed to be sufficient service of such documents and to have been received by such party on the next business day following the sending of the notice by prepaid private courier or on the same business day if sent by electronic mail or facsimile to such party at its email address or facsimile number as set out in this section. Any party may change its address for service by notice in the foregoing manner. The address, email and facsimile numbers for the parties are as follows:

(a) for the Borrowers:

640 HOLDINGS LTD. / POSITIVE LIFE CONCEPTS INC.

Maclean Wiedemann Lawyers LLP
c/o Kenneth C. Reeder
422 6th Street SE
Medicine Hat, AB
T1A 1H5
Attention: Kenneth C. Reeder
Email: kreeder@mwllp.ca

(b) for the Lender:

NATIONAL BANK OF CANADA
Attention: Christopher Cameron
Email: christopher.cameron@nbc.ca

(c) with a copy to:

Burnet, Duckworth & Palmer LLP
Barristers and Solicitors
2400, 525 – 8th Avenue SW
Calgary, AB T2P 1G1

Attention: David LeGeyt / Jessica MacKinnon
Email: dlegeyt@bdplaw.com / jmackinnon@bdplaw.com

12.2 The parties are entitled to rely upon the accuracy of the names, addresses, email addresses and fax numbers set out herein unless and until notice of change is received by each party.

ARTICLE 13
MISCELLANEOUS

13.1 **Waiver of Confidentiality.** Each Loan Party waives its rights to Lender confidentiality in respect of all communications the Lender has in favour of, and hereby authorize the Lender, and its agents to, communicate with any shareholders, guarantors, advisors, agents, creditors, suppliers, parties interested in providing financing to or purchasing the assets of any Loan Party, parties interested in purchasing the Security and/or Indebtedness and any professionals retained by any of the foregoing parties (collectively, the "**Borrower's Stakeholders**"), and each Loan Party shall provide such waivers and consents as may be required to ensure that any such Borrower's Stakeholders can fully and frankly discuss with the Lender all matters touching on its relationship with any Loan Party.

13.2 **Independence.** Each Loan Party hereby acknowledges and agrees that the implementation and performance of this Agreement is to facilitate the Lender's management of the Lender's financial risk and to facilitate the Loan Parties' efforts to retire the Indebtedness to the Lender and does not constitute any form of management or control over either or any of its assets or operations.

13.3 **Further Acts.** Each Loan Party agrees to promptly do, make, execute and deliver all such further acts, documents and instruments as the Lender may reasonably require to allow the Lender to enforce any of its rights under this Agreement and to give effect to the intention of this Agreement.

13.4 **Binding Effect.** Each Loan Party represents and warrants that the execution and delivery of this Agreement and any document contemplated by this Agreement has been duly authorized and all corporate and other approvals and resolutions have been obtained prior to the execution and delivery of this Agreement and any document contemplated by this Agreement for the purpose of ensuring that this Agreement and any such document is valid, effective and binding upon each Loan Party.

13.5 **Entire Agreement.** This Agreement constitutes the entire agreement of Parties and may not be amended or modified except by written consent executed by all parties. There are no representations, warranties or undertakings between the Parties hereto other than as set out in this Agreement (and the Security and other Loan Documents).

13.6 **Costs of Preparation.** The Borrower covenants and agrees that this Agreement shall be subject to documentation by the Lender's legal counsel, all costs of which shall be for the account of the Borrower.

13.7 **Legal Costs.** Each Loan Party agrees that all legal costs on a solicitor and his own client full indemnity basis incurred by the Lender with respect to its dealings with the Loan Parties (individually and collectively) shall comprise part of the Obligations and are secured by the Security and guaranteed by the Guarantees.

13.8 **Independent Legal Advice.** Each Loan Party agrees that they have either reviewed this Agreement with legal counsel and/or has had the opportunity to review this Agreement with legal counsel and has chosen not to do so.

13.9 **Lender's Records.** Each Loan Party acknowledges that the Lender maintains accounts and records evidencing the borrowings of the Loan Parties, including all principal, interest, fees, costs and other amounts due and becoming due by the Loan Parties to the Lender, and agrees the Lender's records do and shall constitute, in the absence of manifest error, conclusive proof of the Indebtedness of each Loan Party to the Lender at any given time.

13.10 **Time of the Essence.** The Borrower acknowledges that time is of the essence in this Agreement. The term "business day" in this Agreement means a day which is not a Saturday, Sunday or other statutory holiday in the Province of Alberta. In the event that any action, step or proceeding contemplated by this Agreement is scheduled to occur on a day which is not a business day, then the action or step or proceeding shall instead be required to occur on the next following business day.

13.11 **Governing Law.** This Agreement shall be governed by the laws of the Province of Alberta and the laws of Canada applicable therein. The Parties attorn to the non-exclusive jurisdiction of the courts of the Province of Alberta, Judicial Centre of Calgary, with respect to the enforcement and interpretation of this Agreement, the Loan Agreement and the Security.

13.12 **Judicial Centre.** Each Loan Party acknowledges and agrees that any action commenced by the Lender in respect of any Loan Party, may be started and carried on in the judicial Centre of Calgary, Alberta. Each Loan Party hereby waives any right to apply to transfer any judicial proceedings to another jurisdiction.

13.13 **Currency.** All references in this Agreement to currency are to Canadian currency unless expressly stated otherwise.

13.14 **Severability.** If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect:

(a) the legality, validity or enforceability of the remaining provisions of this Agreement; or

(b) the legality, validity or enforceability of that provision in any other jurisdiction.

13.15 **Interpretation.** Words importing singular number only shall include the plural and vice versa. Words importing the neuter gender "**it**" shall include the feminine and masculine genders and words importing persons shall include corporations, partnerships, syndicates, trusts and any number or aggregate of persons. Capitalized terms not otherwise defined in this Agreement have the meaning set forth in the Schedules hereto, the Loan Agreement or the Security.

13.16 **Headings.** The headings contained in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

13.17 **Assignment.** This Agreement shall be binding upon, and shall enure to the benefit of, the Parties and their respective successors and assigns. No Loan Party shall assign or transfer, directly or indirectly, in whole or in part, in any manner or by any means, all or any part of its rights or obligations under this Agreement without the prior written consent of the Lender.

13.18 **Effective Date.** This Agreement shall be deemed effective as of the date first written above.

13.19 **Further Costs.** If any Loan Party fails to perform any of its covenants or agreements hereunder, the Lender may itself, but shall not be obliged to, perform or cause to be performed the same and all reasonable expenses incurred or payments made by the Lender in so doing shall be paid by such Loan Party to the Lender forthwith upon demand. Any such expenses or payments remaining unpaid after demand shall bear interest at the rates agreed to pursuant to the Loan Agreement from the date such expense or payment was incurred or made by the Lender until paid and shall be added to the Indebtedness and secured by the Security.

13.20 **Execution.** This Agreement may be executed in counterparts and such counterparts together shall be deemed to be an original and shall constitute a single instrument. Notwithstanding the date of execution, such counterparts shall be deemed to bear a date as of the date of this Agreement. Delivery of an executed counterpart of this Agreement by electronic means, including, without limitation, by facsimile transmission or by electronic delivery in portable document format (.pdf) or tagged image file format (.tif), shall be equally effective as delivery of a manually executed counterpart hereof. Any party delivering an executed counterpart of this Agreement by electronic means shall also deliver a manually executed counterpart hereof by mail or courier upon demand.

[Remainder of page intentionally left blank, signature page follows]

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the parties hereto.

CANADIAN WESTERN BANK

Per: ______________________________
Name: Christopher Cameron
Title: Sr. Manager, SAMU

640 HOLDINGS LTD.

Per: ______________________________
Name:
Title:

POSITIVE LIFE CONCEPTS INC.

Per: ______________________________
Name:
Title:

Each Guarantor hereby acknowledges receiving all information and advice that they require, including legal advice, related to this Agreement and, in this regard: (i) acknowledge receiving valuable consideration (the adequacy and sufficiency of which is specifically acknowledged) for their obligations hereunder; (ii) acknowledge and consent to this Agreement; (iii) agree to be bound by the provisions of this Agreement; and (iv) agree that if the Lender fails to insist upon strict performance or observance of the requirements of its rights set forth in this Agreement, or waives or amends any such requirements, such action shall not prejudice the Lender's rights under any or all of the guarantee and security arrangements granted by each of the undersigned in favour of the Lender.

640 HOLDINGS LTD.

Per: ______________________________
Name:
Title:

Per: ______________________________
Name:
Title:

POSITIVE LIFE SYSTEMS INC.

Per: ______________________________
Name:
Title:

Per: ______________________________
Name:
Title:

______________________________ ______________________________
Witness **LUC BERIAULT**

______________________________ ______________________________
Witness **JEAN BERIAULT**

AFFIDAVIT OF EXECUTION

CANADA	I, ___________________________________,
Province of Alberta	of the City of ____________, in the Province
TO WIT	of Alberta,
	MAKE OATH AND SAY AS FOLLOWS:

1. That I was personally present and did see **LUC BERIAULT**, named in the within instrument who is personally known to me to be the person named therein, sign and execute the same for the purpose named therein.

2. That the same was executed at the City of ___________ in the Province of Alberta and that I am the subscribing witness thereto.

3. That I know the said **LUC BERIAULT** and he is in my belief the full age of eighteen years.

SWORN BEFORE ME at the City of _____________, in the Province of Alberta this ___ day of ___________, 2025.	)))	
______________________________ A Commissioner for Oaths in and for the Province of Alberta	))	______________________________

AFFIDAVIT OF EXECUTION

CANADA
Province of Alberta
TO WIT

I, ____________________________________,
of the City of ____________, in the Province of Alberta,
MAKE OATH AND SAY AS FOLLOWS:

4. That I was personally present and did see **JEAN BERIAULT**, named in the within instrument who is personally known to me to be the person named therein, sign and execute the same for the purpose named therein.

5. That the same was executed at the City of ___________ in the Province of Alberta and that I am the subscribing witness thereto.

6. That I know the said **JEAN BERIAULT** and she is in my belief the full age of eighteen years.

SWORN BEFORE ME at the City of _____________, in the Province of Alberta this ___ day of ___________, 2025.	))	
______________________________	)	______________________________
A Commissioner for Oaths in and for the Province of Alberta	))	

AFFIDAVIT VERIFYING

SIGNING AUTHORITY

I, ___________ of the City of ____________, in the Province of Alberta, make oath and say:

1. I am a director of **640 HOLDINGS LTD.** named in the within agreement.

I am authorized by **640 HOLDINGS LTD.** to execute the within document.

SWORN BEFORE ME at the City of _____________, in the Province of Alberta this ___ day of ___________, 2025.	)))))	
______________________________ A Commissioner for Oaths in and for the Province of Alberta	)))	______________________________ Name: Title:

AFFIDAVIT VERIFYING

SIGNING AUTHORITY

I, ___________ of the City of ____________, in the Province of Alberta, make oath and say:

2. I am a director of **POSITIVE LIFE CONCEPTS INC.** named in the within agreement.

3. I am authorized by **POSITIVE LIFE CONCEPTS INC.** to execute the within document.

SWORN BEFORE ME at the City of _____________, in the Province of Alberta this ___ day of ___________, 2025.	)))))	
______________________________ A Commissioner for Oaths in and for the Province of Alberta	)))	______________________________ Name: Title:

SCHEDULE "A"
BORROWER SECURITY

1. General security agreement dated November 5, 2015, granted by 640 Holdings in favour of CWB.

2. General security agreement dated February 9, 2017, granted by PLC in favour of CWB.

3. A mortgage granted by 640 Holdings and registered in the Alberta Land Titles Office as instrument no. 151 302 669, against the real property legally described as:

   PLAN 1491
   BLOCK 14
   FIRST: THAT PORTION OF LOT 28 DESCRIBED AS FOLLOWS
   COMMENCING AT THE SOUTH WEST CORNER OF THE SAID LOT
   THENCE NORTH WESTERLY ALONG THE SOUTH WESTERLY BOUNDARY
   THEREOF TO THE NORTH WESTERLY BOUNDARY THEREOF
   THENCE NORTH EASTERLY ALONG THE SAID NORTH WESTERLY BOUNDARY
   7 FEET
   THENCE SOUTH EASTERLY IN A STRAIGHT LINE TO A POINT IN THE
   SOUTH EASTERLY BOUNDARY OF THE SAID LOT DISTANT
   6.75 FEET NORTH EASTERLY THEREON
   FROM THE SAID SOUTH WEST CORNER
   THENCE SOUTH WESTERLY ALONG THE SAID SOUTH EASTERLY BOUNDARY
   TO THE POINT OF COMMENCEMENT
   SECONDLY: THE WHOLE OF LOT 29
   EXCEPTING THEREOUT THAT PORTION DESCRIBED AS FOLLOWS
   COMMENCING AT THE SOUTH WEST CORNER OF THE SAID LOT
   THENCE NORTH WESTERLY ALONG THE SOUTH WESTERLY BOUNDARY
   THEREOF TO THE NORTH WESTERLY BOUNDARY THEREOF
   THENCE NORTH EASTERLY ALONG THE SAID NORTH WESTERLY
   BOUNDARY 1 FOOT
   THENCE SOUTH EASTERLY IN A STRAIGHT LINE TO A POINT IN
   THE SOUTH EASTERLY BOUNDARY OF THE SAID LOT DISTANT
   .75 OF A FOOT NORTH EASTERLY
   THEREON FROM THE SAID SOUTH WEST CORNER
   THENCE SOUTH WESTERLY ALONG THE SAID SOUTH EASTERLY
   BOUNDARY TO THE POINT OF COMMENCEMENT
   EXCEPTING THEREOUT ALL MINES AND MINERALS
   (the "**Lands**").

4. An assignment of rents and leases registered in the Alberta Land Titles Office as instrument no. 151 302 670 against the Lands.

SCHEDULE "B"
GUARANTEES

1. Full liability guarantee dated November 5, 2015, granted by Jean Bériault in favour of CWB, guaranteeing all indebtedness and liability of 640 Holdings to CWB.

2. Full liability guarantee dated November 5, 2015, granted by Luc Bériault in favour of CWB, guaranteeing all indebtedness and liability of 640 Holdings to CWB.

3. Full liability guarantee dated February 9, 2017, granted by Jean Bériault in favour of CWB, guaranteeing all indebtedness and liability of PLC to CWB.

4. Full liability guarantee dated February 9, 2017, granted by Luc Bériault in favour of CWB, guaranteeing all indebtedness and liability of PLC to CWB.

SCHEDULE "C"
GUARANTOR SECURITY

1. An assignment and postponement of claims dated November 5, 2015, granted by Luc Bériault to CWB., in respect of all indebtedness and liability of 640 Holdings to CWB.

2. An assignment and postponement of claims dated November 5, 2015, granted by Jean Bériault to CWB., in respect of all indebtedness and liability of 640 Holdings to CWB.

3. An assignment and postponement of claims dated February 9, 2017, granted by Luc Bériault to CWB., in respect of all indebtedness and liability of PLC to CWB.

4. An assignment and postponement of claims dated February 9, 2017, granted by Jean Bériault to CWB., in respect of all indebtedness and liability of PLC to CWB.

SCHEDULE "D"
INDEBTEDNESS

Facility	Principal	Interest	Amount Outstanding	Per Diem
•	$•	$•	$•	$•
•	$•	$•	$•	$•
•	$•	$•	$•	$•
•	$•	$•	$•	$•
•	-	-	$•	-
(each a "**Facility**" and collectively, the "**Facilities**")				
		Total:	**CAD $•**	
		(as of •, excluding costs)		

SCHEDULE "E"
CONSENT REDEMPTION ORDER

See Attached

[**Please refer to DocID 13994454**]

SCHEDULE "F"

CONSENT RECEIVERSHIP ORDER

See Attached

[Use most recent template. Add Consent References. Consider adding bankruptcy assignment]

SCHEDULE "G"
CONSENT JUDGMENT

See Attached

COURT FILE NUMBER		Clerk's Stamp:
COURT	COURT OF KING'S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY	
PLAINTIFF	CANADIAN WESTERN BANK	
DEFENDANTS	640 HOLDINGS LTD., POSITIVE LIFE CONCEPTS INC., LUC BERIAULT, AND JEAN BERIAULT	
DOCUMENT	**CONSENT JUDGMENT**	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	**Burnet, Duckworth & Palmer LLP** 2400, 525 – 8 Avenue SW Calgary, Alberta T2P 1G1 Lawyers: David LeGeyt / Jessica MacKinnon Phone Numbers: (403) 260-0120 / (403) 260-0112 Fax Number: (403) 260-0332 Email Addresses: dlegeyt@bdplaw.com jmackinnon@bdplaw.com File No. 79621/003	

DATE ON WHICH ORDER WAS PRONOUNCED: ____________________

LOCATION WHERE ORDER WAS PRONOUNCED: Judicial Centre of Calgary

NAME OF APPLICATIONS JUDGE WHO MADE THIS ORDER: ____________________

CONSENT JUDGMENT

WHEREAS the Defendants, 640 Holdings Ltd. ("**640 Holdings**") and Positive Life Concepts Inc. ("**Positive Life**") are indebted to National Bank of Canada (formerly Canadian Western Bank, The "**Lender**") pursuant to a credit agreement dated August 31, 2021, between 640 Holdings and the Lender, and a credit agreement dated November 12, 2019, between Positive Life And The Lender (collectively, the "**Loan Agreements**").

AND WHEREAS the Defendants Luc Bériault and Jean Bériault provided full liability guarantees of all indebtedness at any time owing by 640 Holdings to the Lender;

AND WHEREAS the Defendants Luc Bériault and Jean Bériault provided full liability guarantees of all indebtedness at any time owing by Positive Life to the Lender;

AND WHEREAS 640 Holdings Aad Positive Life have defaulted upon the terms of the Loan Agreements;

AND UPON THE APPLICATION of the counsel for the Plaintiff herein; **AND UPON HEARING** from counsel for the Plaintiff; **AND UPON NOTING** the consent of counsel for the Defendants;

IT IS HEREBY DECLARED THAT the Loan Agreement and security held by the Plaintiff are valid and enforceable and that there is due and owing under the Loan Agreement as at the ___ day of ____________, 202_, the sum of $_______________ plus accrued interest, solicitor client costs and other charges (the "**Indebtedness**").

IT IS HEREBY ORDERED THAT:

5. The Plaintiff, the Lender, is awarded judgment against the Defendants 640 HOLDINGS, POSITIVE LIFE, LUC BERIAULT and JEAN BERIAULT, jointly and severally, in the amount of $_______________ as of ______________, 202_ plus interest pursuant to the *Judgment Interest Act*, RSA 2000, c J-1, to the date of this order.

6. The Plaintiff is awarded costs of this Action on a solicitor and own client, full indemnity basis.

7. This Order may be approved in counterpart and by email (in pdf) or by fax.

[*Remainder of page intentionally left blank*]

____
JUSTICE OF THE COURT OF KING'S BENCH OF ALBERTA

CONSENTED TO THIS ______ DAY OF ______________________, 2025.

MACLEAN WIEDEMANN LAWYERS LLP COUNSEL TO THE DEFENDANTS

Per: ________________________________

THIS IS EXHIBIT "T" REFERRED TO IN THE AFFIDAVIT OF CHRISTOPHER CAMERON.

SWORN BEFORE ME THIS 16th DAY OF MARCH, 2026.

A Commissioner for Oaths in and for the Province of Alberta

Jackie Hosking
A Commissioner for Oaths
in and for Alberta

Medicine Hat
580 1 St SE
Medicine Hat AB T1A 8E6

PROPERTY TAX CERTIFICATE

Printed: Mar 16, 2026

Customer Care: 403-529-8111
Fax: 403-525-8696
Email: tax@medicinehat.ca
Website: www.medicinehat.ca

I hereby notify, subject to the conditions noted, that the following is a true statement of taxes payable on the described property in the City of Medicine Hat.

For ELDOR-WAL REGISTRATIONS (1987) LTD

Certificate Number: 4888
Certificate Cost: $38.00

Property

Roll:	162526	**LTO No.:**	071582792
Linc:	0020371597		
Additional Lincs:	0020371605		
Civic:	640 3 ST SE		
Legal:	1491;14;28,29		
Assessed Parcel:	PLAN: 1491 BLOCK: 14 LOT: 28-29		
Status:	ACTIVE		

2026 Assessments

Assessment Class	Land	Improvements	Consolidated	Total
Comm Improved	0	0	1,075,100	1,075,100

2025 Levy

Total Levy **21,008.17**

Property Taxes Owing As At Mar 16, 2026

Arrears (2025)	68,102.57
Current (2026)	5,711.38
Penalties	2,553.84
Total Taxes Owing	**76,367.79**

Important Property Comments

ARREARS	DATE TAXES IN ARREARS Taxes shall be deemed to be in arrears when they remain unpaid after December 31 for the year in which they were imposed. Such unpaid taxes are subject to a penalty calculated at the current Bylaw approved rates.
CURRENT	The above tax balances DO NOT include post dated transactions.
DELINQUENT	Properties with delinquent taxes will be sold in council chambers - Date to be finalized.
DELINQUENT	There is an outstanding Delinquent balance on this Tax Certificate.
GENERAL	TAKE NOTICE that the subject property shall be subject to all rates and charges transferred to the tax account after the date and time of issue of this certificate pursuant to any Resolution or By-law of the City of Medicine Hat or Statute of the Province of Alberta.
PENALTY	There is a Penalty amount applied to this Tax Certificate.
PRIOR YEAR	There is an Arrears or Delinquent balance outstanding on this Tax Certificate.

PRE-AUTHORIZED WITHDRAWALS
Pre-authorized withdrawal information will only appear if there is an active TIPP on the tax roll.
If there is an active TIPP, multiple withdrawal lines could appear to represent the start and end date of a specific amount that is scheduled to withdraw. If a stop date is not specified, the payment plan is active. To cancel an active TIPP, written notice is required. Submit the TIPP Cancellation form online at www.medicinehat.ca/cancelTIPP .

DUE DATE OF TAXES
All taxes levied for any year are deemed to have imposed from January 1st to December 31st of the current year with a due date of the last business day in June in accordance with the Property Tax Rate Bylaw and Tax Penalties Bylaw.

DATE TAXES IN ARREARS
Taxes shall be deemed to be in arrears when they remain unpaid after December 31 for the year in which they were imposed. Such unpaid taxes are subject to a penalty calculated at the current Bylaw approved rates.

TAX CERTIFICATE CONDITION
This certificate is conditional upon all payments made by cheque clearing the City's and the payor's bank. In the event that any such cheque is returned insufficient funds or that additional charges are incurred in clearing the said cheque after the date of this certificate, the amount of the returned cheque and any additional charges incurred therefrom will be added to the tax roll for this property without further notice, and the owner of the described property will remain liable for all such amounts and charges.

DISCLAIMER
The City of Medicine Hat does not warrant accuracy of the legal description regarding this tax account. If this legal description is to be relied on, it should first be checked with the Land Titles of Alberta for accuracy.

Authorized Officer

THIS IS EXHIBIT "U" REFERRED TO IN THE AFFIDAVIT OF CHRISTOPHER CAMERON.

SWORN BEFORE ME THIS 16th DAY OF MARCH, 2026.

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

Jackie Hosking
A Commissioner for Oaths
in and for Alberta

Clerk's Stamp:

COURT FILE NUMBER	2601-01599
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
PLAINTIFF	NATIONAL BANK OF CANADA
DEFENDANTS	640 HOLDINGS LTD., POSITIVE LIFE CONCEPTS INC., LUC BÉRIAULT and JEAN BÉRIAULT
DOCUMENT	**CONSENT TO ACT AS RECEIVER**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	**Burnet, Duckworth & Palmer LLP** 2400, 525 – 8th Avenue SW Calgary, Alberta T2P 1G1 Lawyer: David LeGeyt / Jessica MacKinnon Phone Number: (403) 260-0120 / 0112 Fax Number: (403) 260-0332 Email Address: dlegeyt@bdplaw.com / jmackinnon@bdplaw.com File No. 79621-3

CONSENT TO ACT

BDO Canada Limited hereby consents to act as receiver and manager in these proceedings if so appointed by this Honourable Court.

DATED at Calgary, Alberta this 11th day of March, 2026.

BDO Canada Limited

Per: Kevin Meyler

Name: Kevin Meyler
Title: Senior Vice President